
City of Grand Island



Tuesday, January 10, 2017
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 Sheri Lodel, Calvary Lutheran Church, 1304 North Custer 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.



City of Grand Island

Tuesday, January 10, 2017

Council Session

Item E-1

Public Hearing on Acquisition of Utility Easement - SW Corner of Schimmer Drive & Blaine Street - Hatchery Holdings, LLC

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: January 10, 2017

Subject: Acquisition of Utility Easement – SW Corner of
Schimmer Drive and Blaine Street – Hatchery Holdings,
LLC

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 a twenty (20.0) foot easement relative to the property of Hatchery Holdings, LLC, located through a part of the Northeast Quarter (NE ¼), Section Five (5), Township Ten (10) North, Range Nine (9) West of the 6th P.M., in the City of Grand Island, Hall County, Nebraska (the southwest corner of Schimmer Drive and Blaine Street), in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers.

Discussion

The referenced property is being developed for a chicken hatchery. This easement will permit the Utilities Department to install the padmount 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:

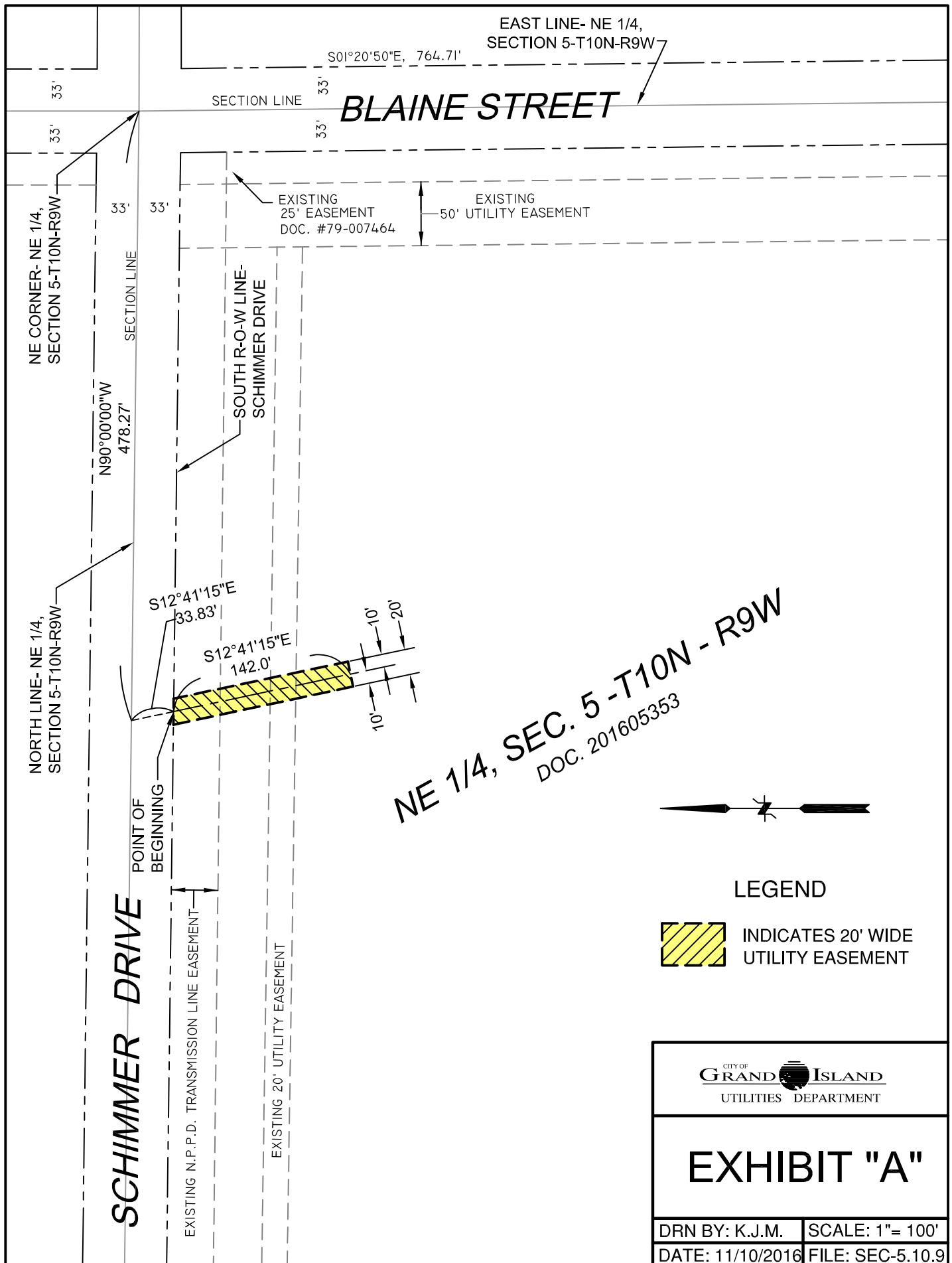
1. Make a motion to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

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.





City of Grand Island

Tuesday, January 10, 2017

Council Session

Item E-2

Public Hearing on Acquisition of Utility Easement - Copper Creek Eighth Subdivision - The Guarantee Group, L.L.C.

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: January 10, 2017

Subject: Acquisition of Utility Easement – Copper Creek Eighth
Subdivision – The Guarantee Group, L.L.C.

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 utility easement relative to the property of the Guarantee Group, L.L.C., through a part of Outlot “A” Copper Creek Eighth Subdivision, in the City of Grand Island, Hall County, Nebraska (on the east side of Engleman Road and south of Old Potash Highway in Copper Creek Eighth Subdivision), in order to have access to install, upgrade, maintain, and repair water mains.

Discussion

The infrastructure for the Copper Creek Eighth Subdivision is currently being installed. As part of the work, a water main is being extended from Engleman Road, across Outlot “A”, to Little Bluestem Drive.

The original plan had the water line bisecting the interior of the Outlot. However, due to design changes, the line was installed along the northern side of the tract. Upon final completion and acceptance of the project, the water line will be dedicated to the public. The proposed easement will permit the Utilities Department to operate and maintain the water main that will serve the area.

Alternatives

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

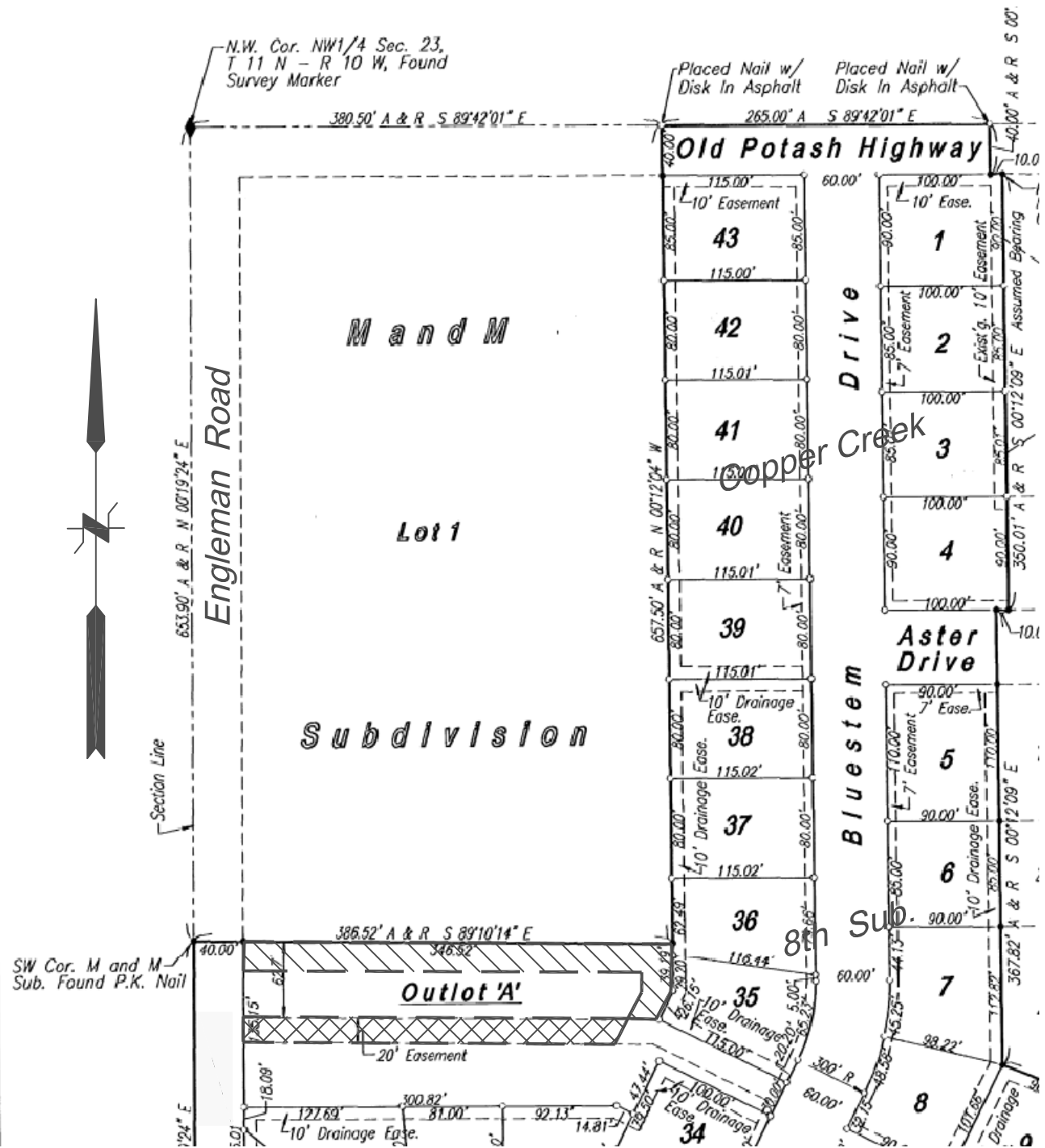
1. Make a motion to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

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.



LEGEND



Easement to be Acquired



Easement to be Vacated

CITY OF
GRAND ISLAND
UTILITIES DEPARTMENT

**Part of Outlot 'A'
Copper Creek 8th Subdivision**

| | |
|-----------------|------------------|
| DRN BY: K.J.M. | SCALE: 1"= 50' |
| DATE: 12/7/2016 | FILE: C.C.E. 8TH |



City of Grand Island

Tuesday, January 10, 2017

Council Session

Item F-1

#9618 - Consideration of Vacation of Utility Easement and Right-of-Way in part of Outlot 'A' Copper Creek Eighth Subdivision

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

From: Timothy Luchsinger, Utilities Director
Stacy Nonhof, Assistant City Attorney

Meeting: January 10, 2017

Subject: Ordinance #9618 – Vacation of Utility Easement – Part of Outlot ‘A’, Copper Creek Eighth Subdivision – The Guarantee Group, L.L.C.

Presenter(s): Timothy Luchsinger, Utilities Director

Background

There is an existing twenty (20.0) foot wide easement that was dedicated for utility usage across part of Outlot ‘A’, Copper Creek Eighth Subdivision, in City of Grand Island, Hall County, Nebraska.

Discussion

The infrastructure for the Copper Creek Eighth Subdivision is currently being installed. As part of the work, a water main is being extended from Engleman Road, across Outlot ‘A’, to Little Bluestem Drive. The original plan had the water line bisecting the interior of the Outlot. However, due to design changes, the line was installed along the northern side of the tract. Due to these changes, the original utility easement needs to be vacated.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve Ordinance #9618, and that the above described easement be vacated.

Sample Motion

Move to approve Ordinance #9618, and vacate the utility easement and right-of-way in part of Outlot 'A', Copper Creek Eighth Subdivision, Grand Island, Hall County, Nebraska.

ORDINANCE NO. 9618

An ordinance to vacate an easement and right-of-way in part of Outlot 'A', Copper Creek Eighth Subdivision, Grand Island, Hall County, Nebraska, and to provide for filing this ordinance in the office of the Register of Deeds of Hall County, Nebraska; and to provide for the publication and the effective date of this ordinance.

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

SECTION 1. That the easement and right-of-way to be vacated being more particularly described as follows:

Commencing at the northwest corner of Outlot 'A', Copper Creek Eighth Subdivision, Grand Island, Hall County, Nebraska; thence running southerly on the north line of said Outlot 'A' on an Assumed Bearing of S00°19'24"W, a distance of sixty two and seventy one hundredths (62.71) feet, to the ACTUAL Point of Beginning; thence running S89°10'14"E, a distance of three hundred thirteen and two hundredths (313.02) feet; thence running S26°44'25"W, a distance of ten and twenty eight hundredths (10.28) feet; thence running S63°15'35"E, a distance of twenty four and sixty hundredths (24.60) feet; thence running N89°10'14"W, a distance of three hundred thirty and forty eight hundredths (330.48) feet, to a point on the north line of said Outlot 'A'; thence running N00°19'24"E, on the north line of said Outlot 'A', a distance of twenty (20.0) feet to the said Point of Beginning and containing 0.145 acres more or less.

| | |
|---------------------|-----------------|
| Approved as to Form | □ _____ |
| January 6, 2017 | □ City Attorney |

ORDINANCE NO. 9618 (Con't)

Such easement to be vacated as shown and particularly described on Exhibit "A" attached hereto dated 12/7/2016 and incorporated herein by reference.

SECTION 2. The title to the property vacated by Section 1 of this Ordinance shall revert to the abutting properties.

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

SECTION 4. This ordinance shall be in force and take effect from and after its passage and approval, and publication, without plat, within fifteen days, in one issue of the Grand Island Independent as by law provided.

Enacted: January 10, 2017.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Engleman Road

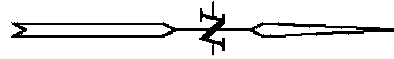
20.00' A N00°19'24"E

62.71' A S00°19'24"W

Assumed Bearing

ACTUAL Point Of Beginning

N.W. Cor. Outlot 'A',
Copper Creek Estates
Eighth Sub., Point Of
Beginning



Copper Creek Estates

Outlot 'A'

330.48' A N89°10'14"W

Portion Of Existing 20' Easement To Be Vacated

313.02' A S89°10'14"E

Eighth Sub.

Legal Description

A tract of land comprising a part of Outlot 'A', Copper Creek Estates Eighth Subdivision, in the City of Grand Island, Nebraska, more particularly described as follows:

Beginning at the northwest corner of said Outlot 'A'; thence running southerly on the north line of said Outlot 'A' on an Assumed Bearing of S00°19'24"W, a distance of Sixty Two and Seventy One Hundredths (62.71) feet, to the ACTUAL Point of Beginning; thence running S89°10'14"E, a distance of Three Hundred Thirteen and Two Hundredths (313.02) feet; thence running S26°44'25"W, a distance of Ten and Twenty Eight Hundredths (10.28) feet; thence running S63°15'35"E, a distance of Twenty Four and Sixty Hundredths (24.60) feet; thence running N89°10'14"W, a distance of Three Hundred Thirty and Forty Eight Hundredths (330.48) feet, to a point on the north line of said Outlot 'A'; thence running N00°19'24"E, on the north line of said Outlot 'A', a distance of Twenty (20.00) feet, to the ACTUAL Point of Beginning and containing 0.145 acres more or less.

LEGEND

▨▨▨▨ - Indicates Portion Of Easement To Be Vacated

Existing 7' Easement

Little Bluestem Road

CITY OF
GRAND ISLAND
UTILITIES DEPARTMENT

PLAT TO ACCOMPANY
ORDINANCE NO. 9618

DRN BY: K.J.M.

SCALE: 1"= 50'

DATE: 12/7/2016

FILE: C.C.E. 8TH



City of Grand Island

Tuesday, January 10, 2017

Council Session

Item G-1

Approving Minutes of December 27, 2016 City Council Regular Meeting

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING

December 27, 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 December 27, 2016. Notice of the meeting was given in *The Grand Island Independent* on December 21, 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, Chuck Haase, Julie Hehnke, Linna Dee Donaldson, Michelle Fitzke, Vaughn Minton, Roger Steele, and Mike Paulick. Councilmember Jeremy Jones 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 Christopher Rosenlund.

INVOCATION was given by Pastor Dan Bremer, Grace Lutheran Church, 545 East Memorial Drive followed by the PLEDGE OF ALLEGIANCE.

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

#2016-BE-7 - Consideration of Determining Benefits for Sanitary Sewer District No. 528. This item was pulled at the request of the Public Works Department.

#2016-BE-8 - Consideration of Determining Benefits for Sanitary Sewer District No. 530T. Public Works Director John Collins reported that Sanitary Sewer District No. 530T was created to support the extension of sanitary sewer south along Highway 281 past Interstate 80. The construction had been completed and was done as a tap district. Staff recommended approval from Council to establish the tap connection fees for Sanitary Sewer District 530T.

Motion by Donaldson, second by Paulick to approve Resolution #2016-BE-8. Upon roll call vote, all voted aye. Motion adopted.

RETURN TO REGULAR SESSION: Motion by Minton, second by Nickerson to return to Regular Session. Motion adopted.

PUBLIC HEARINGS:

Public Hearing on Request from Viaero Wireless for a Conditional Use Permit to allow for a 55' Telecommunication Tower located at 2485 N. Diers Avenue. Reginal Planning Director Chad Nabity reported that a request had been received from Viaero Wireless for a conditional use permit to allow for a 55' telecommunications tower located at 2485 N. Diers Avenue. Staff

recommended approval. Chris Riha representing Viaero Wireless spoke in support. No further public testimony was heard.

Public Hearing on Acquisition of Utility Easement - 588 S. Stuhr Road - Hoppe Inc. Utilities Director Tim Luchsinger reported that acquisition of a utility easement located at 588 S. Stuhr Road was needed in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers. This easement would allow the Utilities Department to install, operate, and maintain the high voltage power lines and transformer necessary to serve the area. Staff recommended approval. No public testimony was heard.

Public Hearing on One & Six Year Street Improvement Plan. Public Works Director John Collins reported that the One & Six Year Street Improvement Plan consisted of the transportation projects in the Capital Improvement Program and was mandatory by State Law as part of the requirements to receive approximately three million dollars of state gas tax funds each year. Staff recommended approval. No public testimony was heard.

ORDINANCES:

#9617 - Consideration of Approving Assessments for Sanitary Sewer District No. 528
(This item was pulled at the request of the Public Works Department.)

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

Approving Minutes of December 13, 2016 City Council Regular Meeting.

Approving Councilmember Appointments to Boards and Commissions.

Approving Re-Appointments of Denise Kozel, Kent Sundberg, Brady Blauhorn, Terry Klanecky, Kurt Griess, and Craig Lewis to the Electrical Board.

Approving Re-Appointments of Loran Peterson, Greg Geis, Mike McElroy, Mike Myers, Todd Bredthauer, Tom O'Neill, Russ Shaw, and Craig Lewis to the Mechanical Examining Board.

Approving Re-Appointments of Rick Eberl, Ryan Logue, Jeremy Collinson, David Scoggins, and Craig Lewis to the Plumbers Examining Board.

Approving Re-Appointments of Eric Olson, Todd Dvorak, Michael Nelson, Jimmy Olson, and William Clingman to the Police Pension Committee.

Approving Appointments of Brad Laub and Tanner Greenough and the Re-Appointments of Scott Kuehl, Phil Thomas, and William Clingman to the Firefighters Pension Committee.

Approving Appointment of James Pirnie to the Downtown Business Improvement District 2013 Board.

Approving Appointment of Hector Rubio to the Regional Planning Commission Board.

#2016-308 - Approving Acquisition of Utility Easement - 588 S. Stuhr Road - Hoppe Inc.

#2016-309 - Approving Purchase Agreement with Guarantee Group, LLC for Property for the Elevated Water Storage Tank in an Amount of \$110,000.00.

#2016-310 - Approving Addendum to SCALES Interlocal Agreement for Cooperative Law Enforcement Services.

#2016-311 - Approving the Certificate of Compliance with the Nebraska Department of Roads for Maintenance Agreement No. 12; Calendar Year 2016.

#2016-312 - Approving Maintenance Agreement No. 12 Renewal with the Nebraska Department of Roads for Calendar Year 2017.

#2016-313 - Approving Certificate of Final Completion for Drywall Installation for the Fleet Services Division with Indoor Air Technologies, Inc. of Victor, New York.

#2016-314 - Approving Renewal of Service Agreement with Granicus, Inc. for Live Streaming/Video Archive for a monthly Amount of \$285.31.

#2016-315 - Approving Change Order No. 1 for the Veteran's Athletic Soccer Field Bathroom/Concession Building with Mid Plains Construction Co. of Grand Island, Nebraska for an Increase of \$4,363.00 and a Revised Contract Amount of \$244,113.00.

REQUESTS AND REFERRALS:

Consideration of Approving a Request from Viaero Wireless for a Conditional Use Permit to allow for a 55' Telecommunication Tower located at 2485 N. Diers Avenue. This item was related to the aforementioned Public Hearing. Discussion was held regarding the location and type of tower.

Motion by Stelk, second by Fitzke to approve the request from Viaero Wireless for a Conditional Use Permit to allow for a 55' Telecommunication Tower located at 2485 N. Diers Avenue. Upon roll call vote, all voted aye. Motion adopted.

Consideration of Forwarding Blighted and Substandard Area #21 (Craig and Lesa Dixon) to the Hall County Regional Planning Commission. Regional Planning Director Chad Nabity reported that Craig and Lesa Dixon had submitted a Blighted and Substandard Study for an area in central Grand Island along U.S. Highway 30, east of Stuhr Road. Ron Depue, attorney for Craig and Lesa Dixon spoke in support.

Motion by Haase, second by Paulick to approve the request from Craig and Lesa Dixon to forward Blighted and Substandard Area #21 to the Hall County Regional Planning Commission. Upon roll call vote, all voted aye. Motion adopted.

Consideration of Forwarding Blighted and Substandard Area #22 (Platte River Industrial Park, LLC) to the Hall County Regional Planning Commission. Regional Planning Director Chad Nabity reported that Platte River Industrial Park, LLC had submitted a Blighted and Substandard Study for an area located at the Cornhusker Army Ammunition Plant north of Old Potash Highway and west of 80th Road. Keith Marvin, consultant spoke in support. Discussion was held regarding the annexation requirement which would happen during the Redevelopment Plan. Mr. Nabity stated the other taxing entities would be notified.

Motion by Haase, second by Nickerson to approve the request from Platte River Industrial Park, LLOC to forward Blighted and Substandard Area #22 to the Hall County Regional Planning Commission. Upon roll call vote, Councilmembers Paulick, Steele, Minton, Donaldson, Hehnke, Haase, Stelk, and Nickerson voted aye. Councilmember Fitzke abstained. Motion adopted.

RESOLUTIONS:

#2016-316 - Consideration of Approving the One & Six Year Street Improvement Plan. This item was related to the aforementioned Public Hearing. Mr. Collins answered questions concerning the Sycamore Street underpass.

Motion by Paulick, second by Donaldson to approve Resolution #2016-316. Upon roll call vote, all voted aye. Motion adopted.

#2016-317 - Consideration of Approving Tap Fees for Sanitary Sewer District No. 530T. This item was related to the aforementioned Board of Equalization.

Motion by Donaldson, second by Minton to approve Resolution #2016-317. Upon roll call vote, all voted aye. Motion adopted.

#2016-318 – Consideration of Approving the Purchase of 40 Tasers from TASER International, Inc. as Sole Source Provider. Police Chief Robert Falldorf reported that the Police Department was currently using the X26 model Taser. Beginning January 1, 2017 TASER International would no longer sell, service or warranty the X26 Tasers. It was recommended that the Police Department replace their current Tasers with 40 X26P over five years interest free for a total amount of \$49,588 with a trade-in of \$3,800. Also designating TASER International as the Sole Source Provider.

Motion by Nickerson, second by Pualick to approve Resolution #2016-318. Upon roll call vote, all voted aye. Motion adopted.

PAYMENT OF CLAIMS:

Motion by Minton, second by Stelk to approve the Claims for the period of December 14, 2016 through December 27, 2016 for a total amount of \$4,994,397.41. Upon roll call vote, Councilmembers Steele, Minton, Fitzke, Donaldson, Hehnke, Haase, Stelk, and Nickerson voted aye. Councilmember Paulick abstained. Motion adopted.

Mayor Jensen introduced Austin Koeller with the Grand Island Independent.

ADJOURNMENT: The meeting was adjourned at 7:47 p.m.

RaNae Edwards
City Clerk



City of Grand Island

Tuesday, January 10, 2017

Council Session

Item G-2

#2017-1 - Approving Acquisition of Utility Easement - SW Corner of Schimmer Drive and Blaine Street - Hatchery Holdings, L.L.C.

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

Staff Contact: Tim Luchsinger, Stacy Nonhof

RESOLUTION 2017-1

WHEREAS, a public utility easement is required by the City of Grand Island from Hatchery Holdings, LLC, 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 January 10, 2017, for the purpose of discussing the proposed acquisition of an easement located through a part of the Northeast Quarter (NE ¼), Section Five (5), Township Ten (10) North, Range Nine (9) West of the 6th P.M., the centerline of the twenty (20.0) foot wide utility easement and right-of-way, in the City of Grand Island, Hall County, Nebraska; being more particularly described as follows:

Commencing at the Northeast corner of the Northeast Quarter (NE1/4), Section Five (5), Township Ten (10) North, Range Nine (9) West of the 6th P.M., in the City of Grand Island, Hall County, Nebraska; thence N90°00'00"W, along the northerly line of said Northeast Quarter (NE1/4), a distance of four hundred seventy eight and twenty seven hundredths (478.27) feet; thence S12°41'15"E, a distance of thirty three and eighty three hundredths (33.83) feet to a point on the southerly right-of-way line of Schimmer Drive, being the ACTUAL Point of Beginning; thence continuing S12°41'15"E, a distance of one hundred forty two (142.0) feet to the point of termination. The side lines of the above described tract shall be prolonged or shortened as required to terminate on the boundary of Grantor's property.

The above-described easement and right-of-way containing 0.065 acres, more or less, as shown on the plat dated 11/10/2016, 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 Hatchery Holdings, LLC, on the above-described tract of land.

- - -

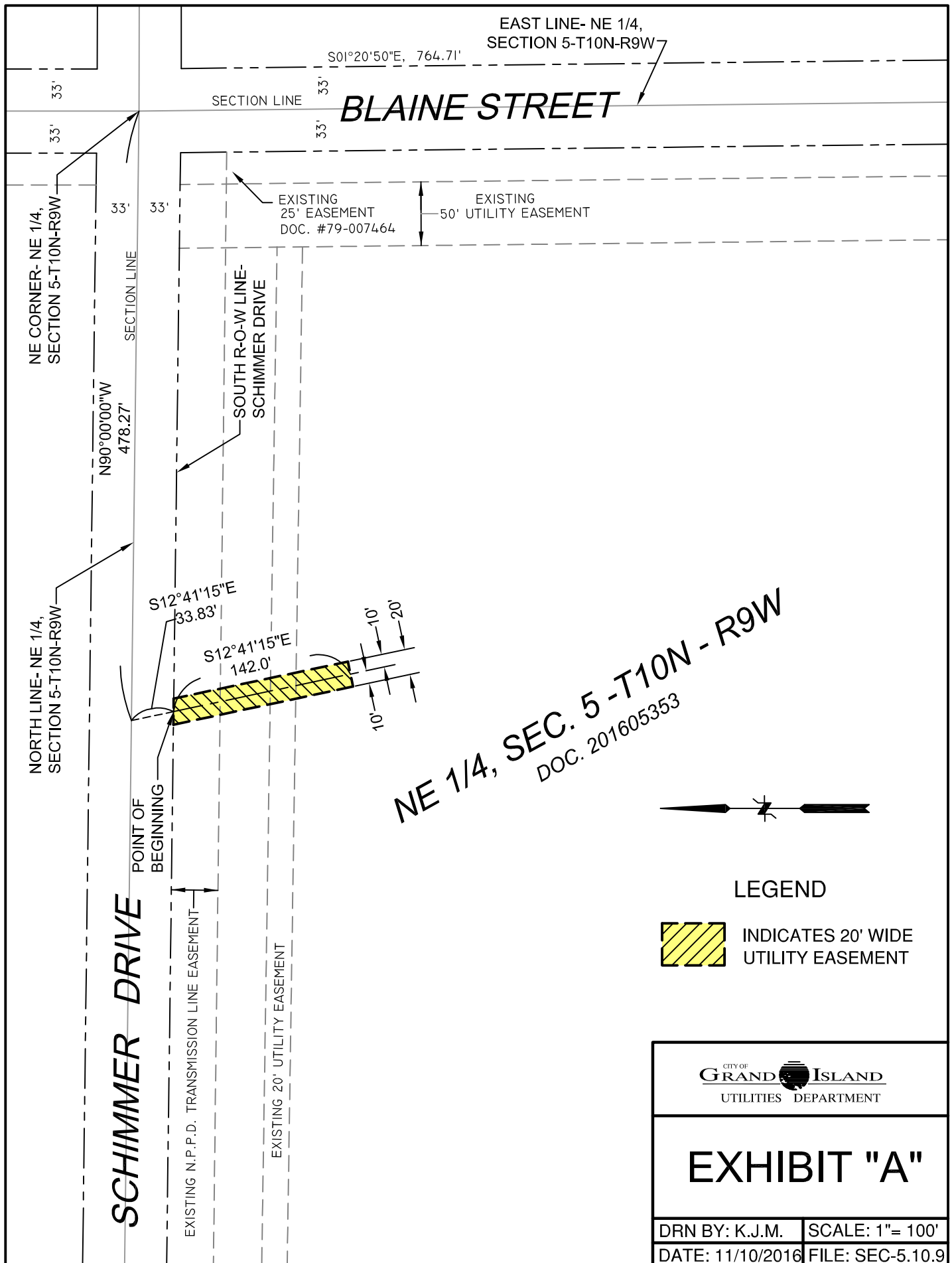
Adopted by the City Council of the City of Grand Island, Nebraska, January 10, 2017.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

| | |
|---------------------|-----------------|
| Approved as to Form | ☐ _____ |
| January 6, 2017 | ☐ City Attorney |





City of Grand Island

Tuesday, January 10, 2017

Council Session

Item G-3

#2017-2 - Approving Acquisition of Utility Easement - Copper Creek Eighth Subdivision - The Guarantee Group, L.L.C.

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

Staff Contact: Tim Luchsinger, Stacy Nonhof

RESOLUTION 2017-2

WHEREAS, a public utility easement is required by the City of Grand Island from The Guarantee Group, L.L.C., to survey, construct, inspect, maintain, repair, replace, relocate, extend, remove, and operate thereon, public utilities and appurtenances, including water lines; and

WHEREAS, a public hearing was held on January 10, 2017, for the purpose of discussing the proposed acquisition of an easement located through a part of Outlot "A" Copper Creek Eighth Subdivision, in the City of Grand Island, Hall County, Nebraska; being more particularly described as follows:

Beginning at the northwest corner of Outlot 'A', Grand Island, Hall County, Nebraska; thence running easterly on the north line of said Outlot 'A', on an assumed bearing of S89°10'14"E, a distance of three hundred forty six and fifty three hundredths (346.53) feet, to the northeasterly corner of said Outlot 'A'; thence running S00°12'04"E, a distance of thirty nine and nineteen hundredths (39.19) feet; thence running S26°44'25"W, a distance of twenty six and fifteen hundredths (26.15) feet; thence running N89°10'14"W, a distance of twenty two and twenty four hundredths (22.24) feet; thence running N26°44'17"W, a distance of thirty one and eight hundredths (31.08) feet; thence running N00°12'04"W, a distance of fourteen and seventy five hundredths (14.75) feet; thence running N89°10'14"W, a distance of three hundred twenty six and seventy one (326.71) feet, to a point on the north line said Outlot 'A'; thence running N00°19'24", a distance of twenty (20.0) feet to the said Point of Beginning.

The above described easement and right-of-way containing a calculated area of 0.180 acres, more or less, as shown on the plat dated 12/7/2016, 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 The Guarantee Group, L.L.C., on the above-described tract of land.

Adopted by the City Council of the City of Grand Island, Nebraska, January 10, 2017.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

| | |
|---------------------|--|
| Approved as to Form | <input type="checkbox"/> |
| January 6, 2017 | <input type="checkbox"/> City Attorney |



City of Grand Island

Tuesday, January 10, 2017

Council Session

Item G-4

#2017-3 - Approving Bid Award - Coal Handling Upgrade 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: January 10, 2017

Subject: Coal Handling Upgrade at Platte Generating Station

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

Background

Platte Generating Station utilizes a conveyor system to transport coal from the point where train cars unload to the coal storage pile and additional conveyors to the coal storage bunkers. In a continued effort to mitigate dust and provide better personnel protection, the current project seals dust source points around coal handling equipment and addresses a long standing chute congestion problem.

Discussion

Specifications for the Coal Handling Upgrade were advertised and issued for bid in accordance with the City Purchasing Code. Bids were publicly opened on December 15, 2016. The engineer's estimate for this project was \$50,000.00.

| Bidder | Bid Price |
|--|-------------|
| Martin Engineering, Neponset, Illinois | \$49,764.11 |

The bid was reviewed by plant engineering staff. It 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 Coal Handling Upgrade to Martin Engineering of Neponset, Illinois, as the low responsive bidder, with the bid in the amount of \$49,764.11.

Sample Motion

Move to approve the bid in the amount of \$49,764.11 from Martin Engineering for the Coal Handling Upgrade.

Purchasing Division of Legal Department
INTEROFFICE MEMORANDUM



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: December 15, 2016 at 2:00 p.m.
FOR: Coal Handling Upgrade
DEPARTMENT: Utilities
ESTIMATE: \$50,000.00
FUND/ACCOUNT: 520
PUBLICATION DATE: December 3, 2016
NO. POTENTIAL BIDDERS: 1

SUMMARY

Bidder: Martin Engineering
Neponset, IL
Bid Security: Cashiers Check
Exceptions: Noted

Bid Price:
Material: \$25,693.00
Labor: \$22,351.00
Sales Tax: \$ 1,720.11
Total Bid: \$49,764.11

cc: Tim Luchsinger, Utilities Director
Marlan Ferguson, City Administrator
Stacy Nonhof, Purchasing Agent
Karen Nagel, Utility Secretary

Pat Gericke, Utilities Admin. Assist.
Renae Griffiths, Finance Director
Ryan Schmitz, Production Engineer

P1926

RESOLUTION 2017-3

WHEREAS, the City of Grand Island invited sealed bids for Coal Handling Upgrade according to plans and specifications on file with the Utilities Department; and

WHEREAS, on December 15, 2016, bids were received, opened and reviewed; and

WHEREAS, Martin Engineering of Neponset, Illinois 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 \$49,764.11; and

WHEREAS, the bid of Martin Engineering is less than the estimate for Coal Handling Upgrade.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Martin Engineering in the amount of \$49,764.11, for Coal Handling Upgrade, is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, January 10, 2017.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

| | |
|---------------------|-----------------|
| Approved as to Form | ☐ _____ |
| January 6, 2017 | ☐ City Attorney |



City of Grand Island

Tuesday, January 10, 2017

Council Session

Item G-5

#2017-4 - Approving Final Plat and Subdivision Agreement for Brewer Subdivision

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission

Meeting: January 10, 2017

Subject: Brewer Subdivision – Final Plat

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

Background

This property is located north of 6th Street and west of Elm Street in the City of Grand Island, in Hall County, Nebraska. It consists of 2 lots and 0.2 acres. This property consists of 2 houses on a single lot. The houses have been on this site since at least 1951. Each house is served by its own waste water, water and electric services. In order to approve this subdivision Council has to grant a waiver to the minimum lot size requirement in the R4 zoning district.

Discussion

The plat for Brewer Subdivision, Final Plat was considered by the Regional Planning Commission at the January 4, 2017, meeting.

A motion was made by Hoggatt and seconded by Maurer to approve the plat as presented.

A roll call vote was taken and the motion passed with 9 members present and voting in favor (Apfel, O'Neill, Ruge, Maurer, Robb, Rainforth, Rubio, Sears and Hoggatt) and no members voting no or abstaining.

Alternatives

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

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

Recommendation

City Administration recommends that Council approve the final plat as presented and waive the minimum lot size requirement per section 33-21 of the Subdivision Regulations.

Sample Motion

Move to approve as recommended.



Developer/Owner

Marlene Leece, Hidden Farms, Inc.
257 Bismark Road
Grand Island, NE 68801

To create 2 lots located north of Sixth Street and west of Elm Street, in Grand Island, in Hall County, Nebraska.

Size: 0.2 acres

Zoning: R4 – High Density Residential Zone

Road Access: City Street

Water Public: City water is available.

Sewer Public: City sewer is available.



RESOLUTION 2017-4

WHEREAS Beverly J. Brewer, manager of Seahuskers Properties, LLC and Marlene Leece, president of Hidden Farms, Inc., being the owners of the land described hereon, have caused the same to be surveyed, subdivided, platted and designated as “BREWER SUBDIVISION”, to be laid out into 2 Lots, on a Tract of Land comprising ALL OF Lot 8, Block 12, in the Original Town, in the City of Grand Island, Hall County, Nebraska, and has caused a plat thereof to be acknowledged by it; and

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

WHEREAS, two houses are located on this single lot and have been since at least 1951 and such house were legal at the time of construction; and

WHEREAS, the lot of such subdivision do not meet the minimum lot size requirements of the R4 zoning district; and

WHEREAS, the houses are served with separate waste water, water and electrical services, and

WHEREAS, §33-21 of the Grand Island City Code allows Council to modify or waive specific provision of the regulations and the Council finds that

- (1) The strict application of a particular provision would produce undue hardship.
- (2) Such hardship is not shared generally by other properties in the proposed subdivision, or in the case of modifications or waivers affecting an entire proposed subdivision the hardship is not shared generally with other similar subdivisions.
- (3) The authorization of the modification or waiver will not be a substantial detriment to adjacent property and the character of the proposed subdivision will not be adversely changed.
- (4) The granting of such modification or waiver is based upon demonstrable and exceptional hardship as distinguished from variations for purposes of convenience, profit, or caprice.
- (5) The granting of such modification will not unduly compromise the intent of this chapter.;

And,

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

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

| | |
|---------------------|-----------------|
| Approved as to Form | ☐ _____ |
| January 6, 2017 | ☐ City Attorney |

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, January 10, 2017.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

- 2 -



City of Grand Island

Tuesday, January 10, 2017

Council Session

Item G-6

**#2017-5 - Approving Final Plat and Subdivision Agreement for
Lake Heritage Fourth Subdivision**

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission

Meeting: January 10, 2017

Subject: Lake Heritage 4th Subdivision – Final Plat

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

Background

This property is located south of Highway 34 and east of Blaine Street in the City of Grand Island, in Hall County, Nebraska. It consisting of 2 lots and 9.54 acres. This subdivision proposes to subdivide Outlot A (the lake) into 2 Outlots consisting of the lake to split ownership.

Discussion

The plat for Lake Heritage 4th Subdivision, Final Plat was considered by the Regional Planning Commission at the January 4, 2017 meeting.

A motion was made by Hoggatt and seconded by Maurer to approve the plat as presented.

A roll call vote was taken and the motion passed with 9 members present and voting in favor (Apfel, O'Neill, Ruge, Maurer, Robb, Rainforth, Rubio, Sears and Hoggatt) and no members voting no or abstaining.

Alternatives

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

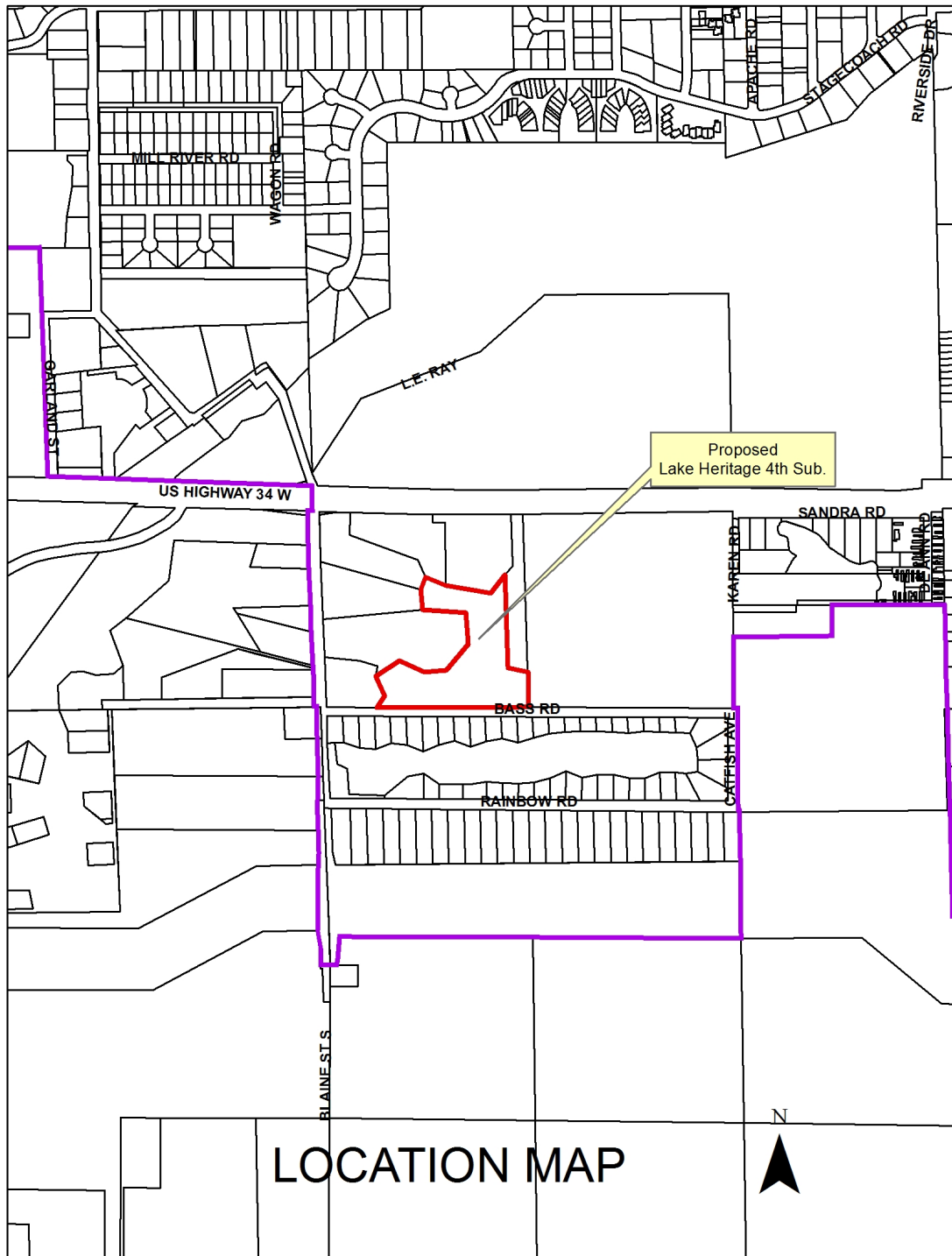
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

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

Sample Motion

Move to approve as recommended.



Developer/Owner

Doralene Niedfelt
1515 W. Highway 34
Grand Island, NE 68801

To create 2 lots located south of Highway 34 and east of Blaine Street, in Grand Island, in the City of Grand Island, in Hall County, Nebraska.

Size: 9.54 acres

Zoning: LLR – Large Lot Residential

Road Access: City Roads

Water Public: City water is not available.

Sewer Public: City sewer is available.



RESOLUTION 2017-5

WHEREAS Jerome W. Niedfelt Revocable Trust, Doralene Niedfelt, trustee, being the sole owner of the land described hereon, have caused the same to be surveyed, subdivided, platted and designated as "LAKE HERITAGE FOURTH SUBDIVISION", a subdivision being Outlot A, Lake Heritage Second Subdivision, in the City of Grand Island, Hall County, Nebraska, and has caused a plat thereof to be acknowledged by it; and

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

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

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

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, January 10, 2017.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

| | |
|---------------------|-----------------|
| Approved as to Form | ☐ _____ |
| January 6, 2017 | ☐ City Attorney |



City of Grand Island

Tuesday, January 10, 2017

Council Session

Item G-7

#2017-6 - Approving Intent to Create Fonner Park Business Improvement District

Staff Contact: Jerry Janulewicz

Council Agenda Memo

From: Jerom E. Janulewicz, City Attorney

Meeting: January 10, 2017

Subject: Fonner Park Business Improvement District

Presenter(s): Jerom E. Janulewicz, City Attorney

Background

The Fonner Park Business Improvement District 2013 expired in 2016 as a result of a termination date contained in the 2013 ordinance creating the district. Business owners within the district are seeking re-establishment of the Fonner Park Business Improvement District.

In a letter to the Mayor and City Council dated July 21, 2016, the Fonner Park Business Improvement District expressed an interest to continue the business improvement district. In October 2016, council adopted a resolution appointing, Scott Zana, Buzz Douthit, Bruce Swihart, Tammy Slater, Mike Corman, and Bennett Chamness, to serve as the Board for the proposed BID and directed that the board make recommendations to the city concerning creation of the district. The board has since communicated its recommendations to the city in the form of the attached letters of November 15, 2016 and December 27, 2016. Before adopting an ordinance to create the district, a public hearing must be held upon notice mailed to the owners of property within the proposed district.

Discussion

The board members of the proposed business improvement district submitted their plan for Council's consideration. The Council must hold a public hearing on the proposed creation of the district. Following the public hearing, Council may pass an ordinance to establish the district.

Alternatives

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

1. Adopt the Resolution and Notice of Public Hearing for Fonner Park Business Improvement District

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 adopt the Resolution setting the matter for public hearing.

Sample Motion

Move to approve the resolution for the Fonner Park Business Improvement District.



November 15, 2016

Renee Griffith, Finance Director
Mayor and City Council
City of Grand Island
PO Box 1968
Grand Island, NE 68802

Dear Renee, Mayor and City Council:

The Fonner Park Business Improvement District ended on September 30, 2016. A new Business Improvement District has been formed. The boundaries for the BID will remain the same (Stolley Park Road north to Fonner Park Road) and were approved by the City Council on October 11, 2016 (Resolution #2016-250).

The "new" Fonner Park Business Improvement District met on November 15 and adopted a proposed budget for 2016-2017 (attached). The Board is proposing a front footage assessment of \$9 for revenues of \$44,541. A budget is attached reflecting the assessments and expenditures. The funds are utilized primarily for contract services relative to the maintenance and upkeep of trees and shrubs, landscaping and irrigation system.

If you have any questions, please do not hesitate to contact me. Thank you.

Sincerely,

Cindy K. Johnson for
South Locust Street Business
Improvement District

South Locust Street Business Improvement District
309 W. 2nd Street • P.O. Box 1486 • Grand Island, NE 68801
308.382.9710 • Fax 308.382.1154
southlocustbid@cjohnson.com

Fonner Park BID
Original Resolution
Original Ordinance #8751

| | 2017 Budget |
|-------------------------------------|-----------------|
| ASSESSMENT PER FRONT FOOTAGE | \$9.00 |
| Front Footage | 4949 |
| | \$44,541 |
| REVENUE 94011413 | |
| Account | |
| Planned Carry Over from 2014/2015 | 0 |
| 74140 Special Asessments | \$44,541 |
| 74787 Interest Revenue | |
| 74795 Other Revenue | |
| TOTAL REVENUE | \$44,541 |

APPROPRIATIONS

| | |
|--------------------------------------|-----------------|
| Account | |
| 85213 Contract Services | \$32,500 |
| 85245 Printing & Binding Services | \$100 |
| 85249 Snow & Ice Removal | \$2,500 |
| 85305 Utility Services | \$5,000 |
| 85319 Repair & Maint - Land Improve. | \$1,000 |
| 85413 Postage | \$250 |
| 85416 Advertising | |
| 85419 Legal Notices | \$450 |
| 85490 Other Expenditures | \$1,500 |
| 85505 Office Supplies | \$100 |
| 85560 Trees and Shrubs | \$1,000 |
| 85590 Other General Supplies | \$100 |
| TOTAL OPERATING EXPENSE | \$44,500 |

| | |
|-----------------------------|-------------|
| ANNUAL EXCESS/(LOSS) | \$41 |
|-----------------------------|-------------|

Beginning Cash Balance
Revenues
Expenditures
Ending Cash Balance



December 27, 2016

Mayor and City Council
City of Grand Island
100 East First Street
Grand Island, NE 68801

Dear Mayor and City Council:

On October 11, 2016, the City Council adopted Resolution #2016-249 - approving the boundaries for Fonner Park Business Improvement District, as well as for the initial board members for the District.

The board members of the proposed district recommend as follows:

1. That the boundaries of the proposed district be the same as the boundaries of the prior Fonner Park Business Improvement District;
2. The purposes of the district are: promotional activities; maintenance and improvement of the landscaped greenway; maintenance, repair, improvement and replacement of the sprinkler system in the greenway; regular mowing and trimming of the greenway; all facets of the purchase, care and replacement of trees, shrubs and grass and other decorative improvements; snow removal from sidewalks parallel of South Locust Street; employment of or contracting for personnel, purchase of equipment, materials, supplies or other expenses that accomplish the purposes of the district; other incidental or ongoing expenses as needed for the maintenance, improvement and beautification of the green belt area and to accomplish the goals and objectives of the Business Improvement Board of the district;
3. There are no current plans for additional improvements; and
4. Costs of the proposed district should be paid by special assessments based upon frontage foot of the properties within the district.

Thank you for your consideration.

Sincerely,

Cindy K. Johnson for
Fonner Park Business Improvement District

South Locust Street Business Improvement District
309 W. 2nd Street • P.O. Box 1480 • Grand Island, Nebraska 68802
308.382.9210 • Fax 308.382.1134
southlocust@glchamber.com

RESOLUTION 2017-6

WHEREAS, the Business Improvement District Board for the proposed Fonner Park Business Improvement District (hereinafter Fonner Park Business Improvement District) recommended that the City of Grand Island create a business improvement district along South Locust Street with boundaries in the form hereinafter set forth; and

WHEREAS, the City Council has determined that a public hearing should be held on the proposed business improvement district.

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

1. Proposed District Boundaries. The proposed boundaries of the Fonner Park Business Improvement District are described as follows:

Beginning at the southeast corner of Section Twenty One (21), Township Eleven (11) North, Range Nine (9) West of the 6th P.M. in Grand Island, Hall County, Nebraska; thence west on the south line of said Section Twenty One (21) to a point one hundred (100) feet west of the Southeast corner; thence north on a line one hundred (100) feet west of and parallel with the line common to Section Twenty One (21), Township Eleven (11) North, Range Nine (9) and Section Twenty Two (22), Township Eleven (11) North, Range Nine (9) to the north line of the Southeast Quarter (SE1/4) of Section Twenty One (21), Township Eleven (11) North, Range Nine (9); thence east on the north line of the Southeast Quarter (SE 1/4) of Section Twenty One (21), Township Eleven (11) North, Range Nine (9) a distance of one hundred (100) feet to the line common to Section Twenty One (21), Township Eleven (11) North, Range Nine (9) and Section Twenty Two (22), Township Eleven (11) North, Range Nine (9); thence continuing east on the north line of the Southwest Quarter (SW1/4) of Section Twenty Two (22), Township Eleven (11) North, Range Nine (9) for a distance of one hundred (100) feet; thence south on a line one hundred (100) feet east of and parallel with the line common to Section Twenty One (21), Township Eleven (11) North, Range Nine (9) and section Twenty Two (22), Township Eleven (11) North, Range Nine (9) to the south line of Section Twenty Two (22), Township Eleven (11) North, Range Nine (9); thence west on the south line of Section Twenty Two (22), Township Eleven (11) North, Range Nine (9) to the point of beginning.

2. Public Hearing; Protests. An Ordinance establishing the proposed district based upon the recommendations received from the improvement district board, providing for special assessments to be imposed and providing the maximum limit of the district shall be considered in a public hearing before the City Council on February 14, 2017, at 7:00 p.m. in the Council Chambers at City Hall in Grand Island, Nebraska.

| | |
|---------------------|-----------------|
| Approved as to Form | ☐ _____ |
| January 6, 2017 | ☐ City Attorney |

At said hearing, the City Council shall hear all protests and receive evidence for or against the creation of the proposed district; rule upon all written protests received prior to the close of the hearing, which ruling shall be final; and continue the hearing from time to time as the City Council may deem necessary.

Proceedings shall terminate if written protest is made prior to the close of the hearing by the record owners of over fifty percent of the assessable units in the proposed district.

3. Activities; Revenue; Method of Assessment.

a. The proposed activities to be supported by special assessments within the proposed district shall include: promotional activities; maintenance and improvement of the landscaped greenway; maintenance, repair, improvement and replacement of the sprinkler system in the greenway; regular mowing and trimming of the greenway; all facets of the purchase, care and replacement of trees, shrubs and grass and other decorative improvements; snow removal from sidewalks parallel of South Locust; employment of or contracting for personnel, purchase of equipment, materials, supplies or other expenses that accomplish the purposes of the district; other incidental or ongoing expenses as needed for the maintenance, improvement and beautification of the green belt area and to accomplish the goals and objectives of the Business Improvement Board of the district.

b. The proposed or estimated costs for improvements and facilities within the proposed district is \$44,541.00. The proposed special assessment shall be levied on a frontage foot basis based upon South Locust Street frontage.

4. Notice of Hearing; Owners. At least ten days prior to the date of the public hearing notice of the hearing shall be given by:

A. One publication of this Resolution and Notice of Hearing in the Grand Island Independent; and

B. Mailing a copy of this Resolution and Notice of Hearing to each owner of taxable property as shown on the latest tax rolls of the Hall County Treasurer.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska on January 10, 2017.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, January 10, 2017

Council Session

Item G-8

#2017-7 - Approving Intent to Create South Locust Business Improvement District

Staff Contact: Jerry Janulewicz

Council Agenda Memo

From: Jerom E. Janulewicz, City Attorney

Meeting: January 10, 2017

Subject: South Locust Street Business Improvement District

Presenter(s): Jerom E. Janulewicz, City Attorney

Background

The South Locust Street Business Improvement District 2013 expired in 2016 as a result of a termination date contained in the 2013 ordinance creating the district. Business owners within the district are seeking re-establishment of the South Locust Street Business Improvement District.

In a letter to the Mayor and City Council dated July 21, 2016, the South Locust Street Business Improvement District expressed an interest to continue the business improvement district. In October 2016, council adopted a resolution appointing, Dan Naranjo, Rhonda Saalfeld, Norm Saale, Dena Sullivan, Nate Wieland, and Gene McCloud, to serve as the Board for the proposed BID and directed that the board make recommendations to the city concerning creation of the district. The board has since communicated its recommendations to the city in the form of the attached letters of November 28, 2016 and December 27, 2016. Before adopting an ordinance to create the district, a public hearing must be held upon notice mailed to the owners of property within the proposed district.

Discussion

The board members of the proposed business improvement district submitted their plan for Council's consideration. The Council must hold a public hearing on the proposed creation of the district. Following the public hearing, Council may pass an ordinance to establish the district.

Alternatives

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

1. Adopt the Resolution and Notice of Public Hearing for South Locust Street Business Improvement District
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 adopt the Resolution setting the matter for public hearing.

Sample Motion

Move to approve the resolution for the South Locust Street Business Improvement District.



November 28, 2016

Renaë Griffith, Finance Director
Mayor and City Council
City of Grand Island
PO Box 1968
Grand Island, NE 68802

Dear Renaë, Mayor and City Council:

The South Locust Street 2013 Business Improvement District ended on September 30, 2016. A new Business Improvement District has been formed. Board members from the existing BID will serve as the Board for the new BID. BID boundaries will remain the same (Highway 34 north to Stolley Park Road and have been approved by the City Council via Resolution #2016-250.

The "new" South Locust Street Business Improvement District adopted a proposed budget for 2016-2017 at their meeting of November 17. The District intends to assess \$88,326 (\$9/front foot) with an additional \$55,000 in non-assessment revenues (CRA - \$30,000 and Nebraska Environmental Trust - \$25,000). These non-assessment revenues will be utilized for a redesign of the landscaping in the BID. A budget is attached reflecting the assessments and expenditures.

If you have any questions, please do not hesitate to contact me. Thank you.

Sincerely,

Cindy K. Johnson for
South Locust Street Business
Improvement District

South Locust Street Business Improvement District
309 W. 2nd Street • P.O. Box 1968 • Grand Island, NE 68802
308.362.9210 • Fax 308.362.1111
southlocust@cityofgrandisland.com

South Locust BID

Budgeted Revenue Thru 09/30/2017

| | | 2017 Budget |
|------------------|---------------------------|------------------------|
| | Front Footage | 9,814 |
| | | \$9.00 |
| Budgeted Revenue | | \$88,326 |
| REVENUE | 94011412 | |
| Account | | |
| | Planned Carry Over | |
| | 74140 Special Assessments | \$88,326 |
| | 74787 Interest Revenue | \$0 |
| | 74795 Other Revenue* | \$55,000 |
| | TOTAL REVENUE | \$143,326 |

APPROPRIATIONS

| | | |
|----------------|------------------------------------|------------------|
| Account | | |
| | 85213 Contract Services | \$45,000 |
| | 85245 Printing & Binding Services | |
| | 85249 Snow & Ice Removal | \$3,000 |
| | 85290 Other Professional & Tech. | |
| | 85305 Utility Services | \$7,000 |
| | 85319 Repair & Maint - Land Improv | \$80,000 |
| | 85325 Repair & Maint - M & E | |
| | 85390 Other Property Services | |
| | 85413 Postage | \$250 |
| | 85416 Advertising | |
| | 85419 Legal Notices | \$500 |
| | 85490 Other Expenditures | \$1,000 |
| | 85505 Office Supplies | |
| | 85560 Trees & Shrubs | \$5,000 |
| | 85590 Other General Supplies | |
| | 85608 Land Improvements | \$1,500 |
| | TOTAL OPERATING EXPENSE | \$143,250 |

ANNUAL EXCESS/(LOSS) \$76

*CRA and Environmental Trust grants for landscaping overhaul.



December 27, 2016

Mayor and City Council
City of Grand Island
100 East First Street
Grand Island, NE 68801

Dear Mayor and City Council:

On October 11, 2016, the City Council adopted Resolution #2016-250 - approving the boundaries for South Locust Street Business Improvement District, as well as for the initial board members for the District.

The board members of the proposed district recommend as follows:

1. That the boundaries of the proposed district be the same as the boundaries of the prior South Locust Street Business Improvement District;
2. The purposes of the district are: promotional activities; maintenance and improvement of the landscaped greenway; maintenance, repair, improvement and replacement of the sprinkler system in the greenway; regular mowing and trimming of the greenway; all facets of the purchase, care and replacement of trees, shrubs and grass and other decorative improvements; snow removal from sidewalks parallel of South Locust Street; employment of or contracting for personnel, purchase of equipment, materials, supplies or other expenses that accomplish the purposes of the district; other incidental or ongoing expenses as needed for the maintenance, improvement and beautification of the green belt area and to accomplish the goals and objectives of the Business Improvement Board of the district;
3. There are no current plans for additional improvements; and
4. Costs of the proposed district should be paid by special assessments based upon frontage foot of the properties within the district.

Thank you for your consideration.

Sincerely,

Cindy K. Johnson for
South Locust Street Business Improvement District

South Locust Street Business Improvement Board
309 W. 2nd Street • P.O. Box 1480 • Grand Island, Nebraska 68801
308.382.9210 • Fax 308.382.1154
southlocust@grandislandne.com

RESOLUTION 2017-7

WHEREAS, the Business Improvement District Board for the proposed South Locust Street Business Improvement District (hereinafter South Locust Street Business Improvement District) recommended that the City of Grand Island create a business improvement district along South Locust Street with boundaries in the form hereinafter set forth; and

WHEREAS, the City Council has determined that a public hearing should be held on the proposed business improvement district.

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

1. Proposed District Boundaries. The proposed boundaries of the South Locust Street Business Improvement District are described as follows:

Beginning at the southeast corner of Section Twenty-Eight (28), Township Eleven (11) North, Range Nine (9) West of the 6th P.M., Hall County, Nebraska; thence west on the south line of Section Twenty-Eight (28), Township Eleven (11) North, Range Nine (9) West of the 6th P.M. a distance of two hundred (200) feet; thence northerly on a line two hundred (200) feet west of and parallel to the east line of Section Twenty-Eight (28), Township Eleven (11) North, Range Nine (9) West of the 6th P.M. to the north line of Section Twenty-Eight (28), Township Eleven (11) North, Range Nine (9) West of the 6th P.M.; thence east on the north line of Section Twenty-Eight (28), Township Eleven (11) North, Range Nine (9) West of the 6th P.M. to the northeast corner of Section Twenty-Eight (28), Township Eleven (11) North, Range Nine (9) West of the 6th P.M.; thence continuing east on the north line of Section Twenty-Seven (27), Township Eleven (11) North, Range Nine (9) West of the 6th P.M. a distance of three hundred seventy-five (375) feet; thence south on a line three hundred seventy-five (375) feet east of and parallel to the west line of Section Twenty-Seven (27), Township Eleven (11) North, Range Nine (9) West of the 6th P.M. to the south line of Section Twenty-Seven (27), Township Eleven (11) North, Range Nine (9) West of the 6th P.M.; thence west on the south line of Section Twenty-Seven (27), Township Eleven (11) North, Range Nine (9) West of the 6th P.M. to the point of beginning.

2. Public Hearing; Protests. An Ordinance establishing the proposed district based upon the recommendations received from the improvement district board, providing for special assessments to be imposed and providing the maximum limit of the district shall be considered in a public hearing before the City Council on February 14, 2017, at 7:00 p.m. in the Council Chambers at City Hall in Grand Island, Nebraska.

At said hearing, the City Council shall hear all protests and receive evidence for or against the creation of the proposed district; rule upon all written protests received prior to the close of the hearing, which ruling shall be final; and continue the hearing from time to time as

| | |
|---------------------|-----------------|
| Approved as to Form | □ _____ |
| January 6, 2017 | □ City Attorney |

the city council may deem necessary.

Proceedings shall terminate if written protest is made prior to the close of the hearing by the record owners of over fifty percent of the assessable units in the proposed district.

3. Activities; Revenue; Method of Assessment.

a. The proposed activities to be supported by special assessments within the proposed district shall include: promotional activities; maintenance and improvement of the landscaped greenway; maintenance, repair, improvement and replacement of the sprinkler system in the greenway; regular mowing and trimming of the greenway; all facets of the purchase, care and replacement of trees, shrubs and grass and other decorative improvements; snow removal from sidewalks parallel to South Locust; employment of or contracting for personnel, purchase of equipment, materials, supplies or other expenses that accomplish the purposes of the district; other incidental or ongoing expenses as needed for the maintenance, improvement and beautification of the green belt area and to accomplish the goals and objectives of the Business Improvement Board of the district.

b. The proposed or estimated costs for improvements and facilities within the proposed district is \$143,326.00 and shall include \$88,326.00 from special assessments levied against property within the district, \$30,000.00 in anticipated grant revenue from the Community Redevelopment Authority, and \$25,000.00 in anticipated grant revenue from the Nebraska Environmental Trust. The proposed special assessment shall be levied on a frontage foot basis based upon South Locust Street frontage.

4. Notice of Hearing; Owners. At least ten days prior to the date of the public hearing notice of the hearing shall be given by:

a. One publication of this Resolution and Notice of Hearing in the Grand Island Independent; and

b. Mailing a copy of this Resolution and Notice of Hearing to each owner of taxable property as shown on the latest tax rolls of the Hall County Treasurer.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska on January 10, 2017.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, January 10, 2017

Council Session

Item G-9

#2017-8 - Approving 2016 Storm Water Management Plan Program Grant

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

Council Agenda Memo

From: Terry Brown PE, Assistant Public Works Director

Meeting: January 10, 2017

Subject: Approving 2016 Storm Water Management Plan
Program Grant

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

Background

In 2004, the EPA expanded the “pollutant discharge” portion of the Clean Water Act of 1977 to include storm water runoff from all Nebraska communities with a population over 10,000. Subsequently, the City of Grand Island was designated as a National Pollutant Discharge Elimination System (NPDES) Phase II Storm Water Community in 2005. The City was issued a storm water permit for the time period of July 1, 2005 through December 31, 2010 by the Nebraska Department of Environmental Quality that includes a Storm Water Management Plan. Since 2011 the City has operated on an Administrative Extension, with a new 5 year permit cycle expected to be July 1, 2017 through December 31, 2022.

As a result of the passage of LB1226 in the 2006 Nebraska Legislative Session, \$2.5 million in funding was allocated for cities and counties with Storm Water permits to implement their local Storm Water Management Plans (SWMPs).

Grant awards are distributed to applicants according to population size.

The City has received funds from this storm water grant program each year since July 2007 for a total of \$756,471.70 to date. The 2016 grant will increase this total to \$787,405.25, as shown in the below table.

| <i>FISCAL YEAR</i> | <i>GRANT AMOUNT RECEIVED</i> |
|--|------------------------------|
| 2007 | \$93,807.00 |
| 2008 | \$93,806.70 |
| 2009 | \$94,849.00 |
| 2010 | \$92,849.00 |
| 2011 | \$88,659.00 |
| 2012 | \$73,978.00 |
| 2013 | \$73,978.00 |
| 2014 | \$73,978.00 |
| 2015 | \$70,567.00 |
| 2016 | \$30,933.55 |
| <i>TOTAL GRANT DOLLARS RECEIVED</i> | <i>\$787,405.25</i> |

The past grant funds have been used for activities such as educating the public, developers/contractors of the requirements of the permit; storm sewer stenciling; dry weather inspections; municipal evaluations and facility run-off control planning; mapping of the storm sewer system; inspection of detention cells, and implementing Best Management Practices (BMP's) at City owned facilities. Additionally, the grant funds have purchased a vehicle, GPS equipment, printer/plotter and various water sampling equipment.

The funds from this grant are used for additional mapping of the storm sewer system, finalizing and implementing the construction (erosion/sediment control) program, wet weather sampling and supporting education efforts through various media forms, as they are available.

Discussion

The Storm Water Management Plan Program Intergovernmental Agreement, which provides \$30,933.55 to the City to continue with this plan, was due Thursday, December 1, 2016. A 20% match, or \$6,186.71, for the project is required and will be provided by the Public Works Department through staff time. Grant work under this program must be completed by June 30, 2018.

The City has seven (7) Minimum Control Measures (MCM's) that are identified in the storm water permit. Each MCM has a number of BMP's that are used to carry out the MCM's. An example BMP is marking curb inlets that remind the public not to dump in the inlet because it drains to a stream or river.

Grant activities are restricted to the BMP's and seven (7) Minimum Control Measures (MCM's) identified in the City storm water permit. The seven (7) MCM's are:

1. Education and Outreach
2. Public Involvement/Participation
3. Illicit Discharge Detection and Elimination
4. Construction Site Storm Water Runoff Control

5. Post-Construction Storm Water Management in new development and redevelopment
6. Pollution Prevention good housekeeping for municipal operations
7. Wet Weather Monitoring

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

Public Works Administration recommends that the Council approve a resolution directing the Mayor to sign the Intergovernmental Agreement.

Sample Motion

Move to approve the resolution.



Pete Ricketts
Governor

STATE OF NEBRASKA

DEPARTMENT OF ENVIRONMENTAL QUALITY
Jim Macy

Director
Suite 400, The Atrium
1200 'N' Street
P.O. Box 98922
Lincoln, Nebraska 68509-8922
Phone (402) 471-2186
FAX (402) 471-2909
website: <http://deq.ne.gov>

December 21, 2016

Re: 2016 Stormwater Management Program (SWMP) Grant Agreement

Dear SWMP Grant Sponsor,

Enclosed you will find your 2016 SWMP Grant Intergovernmental Agreement, containing the terms and conditions of your grant. We request that you please sign and return this document as soon as possible.

We expect that award funds will be disbursed by the end of the year.

The Nebraska Department of Environmental Quality greatly appreciates your participation in this program and for your interest in protecting Nebraska's environment while providing excellent service to the citizens of your communities. If you have any further questions, or if I can be of any assistance in your future efforts, please do not hesitate to contact me by phone at (402) 471-2875 or via email at robert.parker@nebraska.gov.

Sincerely,

Robert Parker
SWMP Grant Coordinator

Enclosure

INTERGOVERNMENTAL AGREEMENT
Between the
Nebraska Department of Environmental Quality
and the
City of Grand Island
Regarding the Implementation of the
Storm Water Management Plan Program
NDEQ Reference Number: 2016-65404329

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into by and between the Nebraska Department of Environmental Quality (NDEQ) and the City of Grand Island (Sponsor).

WHEREAS, the Sponsor agrees to utilize funds which have been made available to NDEQ pursuant to Nebraska State Statute 46-2,139; and

WHEREAS, grant monies are being awarded to cities and/or counties with an NDEQ-approved storm water management plan to fund the duties required under the federal Clean Water Act, 33 U.S.C. 1251 et seq., as such act existed on January 1, 2006, regarding storm water runoff under the National Pollutant Discharge Elimination System (NPDES) requirements; and

WHEREAS, grant funds of **\$30,933.55** and a nonfederal match of at least **\$6,186.71** are to be used to implement the activities identified in the Sponsor's NPDES Municipal Separate Storm Sewer System permit.

NOW, THEREFORE, the parties do hereby agree to the terms and conditions of this Agreement as follows:

I. TERM OF AGREEMENT

This Agreement will go into effect **December 1, 2016** and will remain in effect until **June 30, 2018** unless either terminated under Section Q or extended by amendment under Section E of this Intergovernmental Agreement.

II. CONDITIONS OF AGREEMENT

A. General Conditions

1. The Sponsor agrees to submit to the NDEQ progress reports by July 31st of each year addressing project activity for the first 7 months and a final report addressing activities for the remainder of the agreement. The progress report and the final report must contain the following components:
 - a. Progress to date;
 - b. Financial report of the money spent on each NPDES Municipal Separate Storm Sewer System permit category the activity is listed under, and the amount (in dollars) of funds spent in each category including in-kind/match contributions.
 - c. Certification that equipment purchased from grant funds was used only for grant purposes;
 - d. Significant findings or events; and
 - e. Corrective actions taken to resolve any problems that are encountered.
2. The Sponsor agrees that if indirect costs are authorized, as specified in the approved plan, they will be charged at the approved indirect rate.
3. The Sponsor agrees that a copy of any contract, interagency agreement, subagreement and/or procurement of equipment under this grant for a value of \$5,000.00 or more, must receive NDEQ approval prior to expenditure of funds associated with those transactions. Copies of all contracts, procurements, subagreements, and interagency agreements will be provided to the NDEQ with the annual report.

4. Any equipment purchased from grant funds shall be retained by the Sponsor unless otherwise notified in writing by the NDEQ. The Sponsor agrees that at the end of the grant period the Sponsor will continue to use the equipment purchased under this Intergovernmental Agreement only in the project or program for which it was acquired, whether or not the project or program continues to be supported by stormwater funds.
5. A Quality Assurance/Quality Control plan must be approved by NDEQ prior to expending any funds for environmental monitoring. Any environmental data collected must be provided to NDEQ.
6. The Sponsor agrees to recognize the contributions and/or involvement of the Nebraska Department of Environmental Quality in project publicity, reports, newsletters, and other materials. The Sponsor shall work with the NDEQ to ensure that all necessary peer review requirements are met. A minimum of 3 copies of outreach material (printed or other media) produced under this grant shall be provided to the NDEQ, with the final report, unless otherwise specified.
7. A final project report for the previous state fiscal year, which runs from July 1st – June 30th must be submitted to NDEQ within 30 days after the end date of this agreement.

B. Statement of Costs

The Sponsor will submit, with their report, a detailed cost documentation of actual project expenses. For purposes of this agreement, expenditures and match claims shall be related to the activities identified in the Sponsor's NPDES Municipal Separate Storm Sewer System permit. The Sponsor must contribute and report a 20% cash match by completion of the project.

C. Disbursements

1. The Sponsor shall receive full payment of the award amount within thirty (30) working days after receipt of this Intergovernmental Agreement signed by the Sponsor's authorized representative except that payment may be withheld if sponsor has failed to meet the requirements of prior agreements made pursuant to the requirements of §46-2,139. The NDEQ shall not be held responsible for delays in payment, due to causes beyond its control.
2. The Sponsor must make expenditures only for activities identified in the Sponsor's NPDES Municipal Separate Storm Sewer System permit.
3. The total amount of payments under this Agreement shall not exceed **\$30,933.55**.

D. Work Description

This Agreement encompasses the activities identified in the Sponsor's NPDES Municipal Separate Storm Sewer System permit.

E. Amendments

This agreement may be amended in writing at any time by mutual agreement of the parties, except insofar as any proposed amendments are in any way contrary to applicable law or requirements of the NDEQ.

F. Forfeiture, Repayment and Delays in Disbursement of Funds

Violation of any of the conditions of this Agreement by the Sponsor or failure of the Sponsor to complete and maintain the project in the manner described in the Municipal Separate Storm Sewer System permit, including any amendments thereto which have been properly approved by the NDEQ, may result in the recovery of any or all funds disbursed by the NDEQ. Any funding expended for an unapproved activity shall be forfeited.

G. Remedies Not Exclusive

The use by either the Sponsor or the NDEQ of any remedy specified herein for the enforcement of this Agreement is not exclusive and shall not deprive the party from using such remedy, or limit the application of any other remedy provided by law.

H. Assignment

No assignment or transfer of this agreement or any part hereof, rights hereunder, or interest herein by the Sponsor shall be valid unless and until it is approved by the NDEQ and made subject to such reasonable terms and conditions as the NDEQ may impose.

I. Hold Harmless

The Sponsor agrees to hold NDEQ harmless for loss or damage sustained by any person as a Direct result of negligent or willful acts by the Sponsor, its employees, subcontractors, or agents in the performance of this agreement including all associated costs of any defending action.

J. Waiver of Rights

The Sponsor or NDEQ may from time to time waive any of their rights under this Agreement. However, any waiver of rights with respect to a default of any condition of this Agreement shall not be deemed to be a waiver with respect to any other default.

K. Applicable Rules and Regulations

Both parties shall abide by all applicable rules and regulations of the NDEQ including any that may be adopted subsequent to the effective date of this Agreement, except those that would invalidate or be inconsistent with the provisions of this Agreement.

L. Inspection of Books, Records and Reports

The duly authorized representative of either party shall have the right to inspect and make copies of any books, records or reports of the other party pertaining to this Agreement or related matters during regular office hours. Each party shall maintain and make available for such inspection accurate records of all its costs, disbursements and receipts with respect to its activities under this Agreement.

M. Independent Contractor

The Sponsor is and shall perform this Agreement as an independent contractor and as such shall have and maintain exclusive control over all of its employees, agents and operations. Neither the Sponsor nor any person employed by the Sponsor shall act, propose to act or be deemed the NDEQ's agent, representative or employee. The Sponsor assumes full and exclusive responsibility for the payment of all premiums, contributions, payroll taxes and other taxes now or hereafter required by any law or regulation and agrees to comply with all applicable laws, regulations and orders relating to social security, unemployment compensation, OSHA, affirmative action, equal employment opportunity and other laws, regulations and orders of like nature. For any work hereunder subject to the Veterans Readjustment Assistance Act of 1974, or the Rehabilitation Act of 1973, the parties hereto shall comply with all provisions thereof, together with all applicable rules, regulations and orders of the Department of Labor, and the notices required pursuant to 41 CFR 60-1.4, 60-250.4 and 60-741.4 which are hereby incorporated by reference into this Agreement.

N. Nondiscrimination

The Nebraska Fair Employment Practice Act prohibits contractors to the State of Nebraska and their subcontractors from discriminating against any employee, or applicant for employment in the performance of such contracts, with respect to hire, tenure, terms, conditions or privileges of employment because of race, color, religion, sex, disability or national origin. The Sponsor's signature is a guarantee of compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of this Agreement. The Sponsor shall insert a similar provision in all subcontracts for services to be covered by any contract resulting from this Agreement.

O. Drug Free Workplace

The Sponsor by executing this Agreement, certifies and assures that it operates a drug free workplace as addressed in the State of Nebraska Drug Free Workplace Policy of July 7, 1989.

P. Publication Rights

All parties shall have publication and reproduction rights for all reports and materials which are produced as a result of this Agreement.

Q. Termination

This agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that no termination may be effected unless the other party is given:

1. Not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and
2. An opportunity for consultation with the terminating party prior to termination.

R. New Employee Work Eligibility Status

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

If the Sponsor utilizes a contractor who is an individual or sole proprietorship, the following applies:

The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at:

<http://www.das.state.ne.us/>

http://www.das.state.ne.us?lb403/attestation_form.pdf

If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) program.

The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

S. Project Managers

The Project Manager for each party to this agreement shall be as follows. The Project Manager may be changed by any agency upon written notification.

NDEQ

Robert Parker
Storm Water Management
Grant Coordinator
Water Planning Unit
(402) 471-2875
robert.parker@nebraska.gov

Sponsor

Mr. Terry Brown
Assistant Public Works Director
City of Grand Island
(308) 385-5444 ext 260
terryb@grand-island.com

III. SIGNATORIES TO THE INTERGOVERNMENTAL AGREEMENT

By signature on this document, the Sponsor certifies that all funds spent will be utilized for activities identified in the Sponsor's Municipal Separate Storm Sewer System permit.

NEBRASKA DEPARTMENT OF ENVIRONMENTAL QUALITY



DATE: 12/21/16

BY: Dennis Burling, Deputy Director

City of Grand Island



DATE: _____

BY: Jeremy Jensen, Mayor

RESOLUTION 2017-8

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

WHEREAS, the City Of Grand Island was designated as a National Pollutant Discharge Elimination System (NPDES) Phase II Storm Water Community and was issued a storm water permit from the Nebraska Department of Environmental Quality; and

WHEREAS, the City Of Grand Island has developed a Storm Water Management Plan (SWMP) in conformance with the storm water permit; and

WHEREAS, the City Of Grand Island, Nebraska is an eligible unit of a general local government authorized to file an application through the Nebraska Department of Environmental Quality for a grant to implement the Storm Water Management Plans (SWMPs) to be used to implement the activities identified in the Sponsor’s NPDES Municipal Separate Storm Sewer System permit from the State of Nebraska; and

WHEREAS, the City is scheduled to receive \$30,933.55 with the required twenty percent (20%) match for the project provided by the City of Grand Island, Public Works Department; and

WHEREAS, the Nebraska Department of Environmental Quality’s deadline for the signed agreement was Thursday, December 1, 2016, with an extension granted to the City of Grand Island; and

WHEREAS, funds will be awarded to the City upon execution and submission of the grant.

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 accept the funding from the Nebraska Department of Environmental Quality, for the Storm Water Management Plan Program Grant.

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

Adopted by the City Council of the City of Grand Island, Nebraska, January 10, 2017.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

| | |
|---------------------|-----------------|
| Approved as to Form | ☐ _____ |
| January 6, 2017 | ☐ City Attorney |



City of Grand Island

Tuesday, January 10, 2017

Council Session

Item G-10

#2017-9 - Approving Agreements with NDOR-Intermodal Planning Division for the Grand Island Area Metropolitan Planning Organization (GIAMPO) for the 2017 Fiscal Year TRANSIT, Section 5305, Transportation Planning Program

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

Council Agenda Memo

From: Terry Brown PE, Assistant Public Work Director

Meeting: January 10, 2017

Subject: Approving Agreements with NDOR-Intermodal Planning Division for the Grand Island Area Metropolitan Planning Organization (GIAMPO) for the 2017 Fiscal Year TRANSIT, Section 5305, Transportation Planning Program

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

Background

All agreements must be approved by the City Council. In March 2013 the City of Grand Island was designated as a urbanized area with a population over 50,000 which requires the metropolitan area to establish a transportation planning process in accordance with Title 23 CFR 450 of the current federal transportation bill. On an annual basis, the MPO develops a Unified Planning Work Program (UPWP), which identifies work activities to be performed during the fiscal year. The UPWP is approved by the MPO Policy Board and City Council. The UPWP is then submitted to the Nebraska Department of Roads for review, and forwarded for approval for federal reimbursement by the Federal Highway Administration and Federal Transit Administration.

Discussion

The Nebraska Department of Roads-Intermodal Planning Division has drawn up Program Agreements with the City of Grand Island for the purpose of assisting the Local Public Agency (LPA) in obtaining Federal financial assistance to ensure a continued, comprehensive, and cooperative transportation planning process between the state and local governments for the Grand Island Metropolitan Planning Area for Fiscal Year 2017. The agreement with the Department of Roads is attached for reference.

The maximum Federal Transit Administration, Section 5305 Funding, participation under the FY 2017 (July 1, 2016 – June 30, 2017) Unified Planning Work Program (UPWP) is 80%, with a not to exceed amount of \$27,875.00 for FY 2017 eligible costs.

The local 20% funds would be the City's obligation not to exceed \$6,968.75 and can be part of inkind services (staff time & expenses).

Total cost is not expected to exceed \$34,843.75 for the MPO transit planning portion.

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 authorizes the Mayor to sign the Fiscal Year 2017 Transit Transportation Planning Program agreement.

Sample Motion

Move to approve resolution authorizing the Mayor to sign the agreement.

AGREEMENT
BETWEEN
THE CITY OF GRAND ISLAND
AND THE
STATE OF NEBRASKA
DEPARTMENT OF ROADS

THIS AGREEMENT, entered into by the City of Grand Island, (hereinafter referred to as City) and the State of Nebraska, Department of Roads (hereinafter referred to as the State) is for the purpose of providing partial funding of Grand Island Area Metropolitan Planning Organization's (GIAMPO) transportation planning activities scheduled to be performed commencing July 1, 2016, as outlined in the Unified Planning Work Program attached to this Agreement.

Funding for GIAMPO's portion of transportation planning activities is shown in the Unified Planning Work Program (hereinafter referred to as the Program). The maximum amount of cash support from the State under this Agreement is \$27,875.00 of 49 USC Section 5305(d) and (e) funds for Fiscal Year 2017. The Project funds referred to in this Agreement are subject to the grant management requirements of the Federal Transit Administration Circular FTA C 5010.1D, Rev. 1, August 27, 2012, and specifically, the Financial Management provisions contained in Chapter VI. The Federal Share of the Project funds will be from FTA Grant NE-80-026, Catalog of Federal Domestic Assistance #20.505.

WHEREAS, the Federal transportation's legislation requires that a continuing, comprehensive transportation planning process be carried on cooperatively between State and Local governments in urban areas of over 50,000 population; and

WHEREAS, the City has agreed to establish and maintain a continuing comprehensive and cooperative transportation planning process in the Metropolitan Area on behalf of those governmental subdivisions; and

WHEREAS, the City has been designated as the recipient agency for planning funds pursuant to the Federal Transportation Administration's legislation; and

WHEREAS, the Federal transportation's legislation requires the State to administer the 49 USC Section 5305 Planning Funds for the Federal Transit Administration (FTA);

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

I. SCOPE OF AGREEMENT

- A. The work to be performed under the terms of this Agreement for GIAMPO's transportation planning program will be conducted in accordance with the fiscal year 2017 Program included herewith as Exhibit "C" and made a part of this Agreement.
- B. The City shall:
 - 1. Provide the necessary administration of committees and staff, and consult, collaborate and coordinate with the State to accomplish the objectives of the Program.
 - 2. Assign qualified GIAMPO staff personnel as needed to execute GIAMPO's portion of the Program.
 - 3. Coordinate all transit planning activities with other transportation service providers in the area.

4. Arrange for and conduct meetings and conferences to review working details and make presentations to the principals, participants and other interested groups and bodies as will best promote and effect cooperation, coordination and understanding in the Program.

C. State shall

1. Assign qualified personnel as needed to accomplish tasks assigned to or agreed to by the State.

II. DURATION OF AGREEMENT

The City and the State agree to perform their responsibilities as outlined in the Program within the time of this Agreement. The Agreement shall cover all work performed commencing with the fiscal year beginning July 1, 2016 and ending June 30, 2017.

III. PAYMENT

- A. The State agrees to pay for the services rendered by the City under the terms of this Agreement, compensation on a cost reimbursement basis for costs incurred and to include direct and indirect costs in accordance with the applicable provisions of 23 CFR 172 and the contract cost principles and procedures set forth in 48 CFR Part 1.31.6 of the Federal Acquisition Regulation System. When specific Federal Highway Administration reimbursement policy differs from the Federal Acquisition Regulation System the Federal Highway Administration policy shall apply. When claimed for reimbursement, the rate for indirect costs will be, at a maximum, that determined by an audit of GIAMPO's payroll and related expenses for the FY 2016 PL Contractual Agreement. Only those payroll-related expenses shown in the E Element of Exhibit "A" and included in the employee fringe benefits in Part 1.31.6 of the Federal Acquisition Regulation System (48 CFR 1.31.6) will be eligible for reimbursement. Direct and indirect costs shall not exceed, in any event, twenty-seven thousand eight hundred and seventy-five dollars (\$27,875) for costs incurred during fiscal year 2017.
- B. Payments will be made to the City not more often than once each thirty (30) days, and shall be for services theretofore performed under this Agreement. The City shall submit invoices in duplicate within twenty (20) days following the end of the period covered by the account. The invoices or supplements thereto shall be the basis of payment pursuant hereto, and shall contain a statement of the City's estimate of the percentage of work completed and be signed by a responsible representative of the City certifying that all of the items therein are true and correct for the work performed under the provisions of this Agreement. Payment shall be made subject to audit by duly authorized representatives of the State. The State upon receipt of the proper invoices will make every reasonable effort to provide payment to the City within fifteen (15) calendar days thereafter.
- C. Payment for partial billings will be determined by multiplying the value of the percentage of work completed by 0.80. In no event may the total interim payments exceed

eighty percent of the value of the total work completed and may not exceed \$27,875 for fiscal year 2017.

- D. The City shall submit to the State a listing of all City personnel positions that may be selected or assigned to the work contemplated herein. Said listing shall indicate the title or classification and salary range of each such position. It is agreed that employees of the City whose time is directly assignable to the Program shall keep and sign a time record showing element of Program, date and hours worked and title of position.
- E. It is understood that reimbursement for out-of-state travel costs will not be requested by the City unless written prior approval for such travel has been given by the State. The rate of reimbursement will be that allowed by the State for travel by its own employees.

IV. CHANGES IN THE PROGRAM

- A. If, after consultation with the State, it is determined that changes to the Program are necessary, written approval by the State and the FTA shall be obtained.
- B. The parties to this Agreement agree to collaborate closely on the decisions affecting the composition, scope and duration of the work and those decisions shall receive the written approval of the State prior to proceeding with the Program.
- C. If, as the work progresses, major changes in the schedules, funding, scope, character or estimated total cost of the work to be performed is deemed necessary or desirable, adjustments for payment or modification in the performance of the work shall be submitted by supplemental agreement to the State for review and approval by the State and the FTA.

V. REPORTS

The City shall prepare reports suitable for publication as indicated in the Program. Two (2) copies of a draft of each report shall be submitted to the State for review and approval. Upon final review and approval by the State, and the FTA, the City will deliver to the State two (2) copies of the final printed report. If the State so requests and so authorizes in writing, the City shall deliver a reasonable number of additional copies of an interim or final report to the State within sixty (60) calendar days of such request.

VI. INSPECTION OF WORK

The State and authorized personnel of the FTA or any authorized representative of the Federal government shall at all times be accorded proper facilities for review and inspection of the work hereunder and shall at all times have access to the premises of all books, records, correspondence, instructions, receipts, vouchers and memoranda of every description pertaining to the work hereunder.

VII. RECORDS

The City shall maintain an accurate cost-keeping system as to all costs incurred in connection with the subject of this Agreement and shall produce for examination books of account, bills, invoices and other vouchers, or certified copies thereof if originals be lost, at such reasonable time and place as may be designated by the State, FTA or any authorized representative of the Federal government and shall permit extracts and copies thereof to be made, during the contract period and for three (3) years after the date of final payment.

VIII. AUDITS

The City shall at all times afford a representative of the State, FTA, or any authorized representative of the Federal government, reasonable facilities for examination and audits of the cost account records; shall make such returns and reports to a representative as he may require, shall produce and exhibit such books, accounts, documents and property as he may desire to inspect, and shall in all things aid him in the performance of his duties. The City shall be responsible for meeting the audit requirements of 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (Super Circular).

IX. OWNERSHIP OF DATA

Originals of all documents including computer tapes, tracings, drawings, estimates, specifications, field notes, investigations, studies, etc., as instruments of service under terms of this Agreement are to be the joint property of the political jurisdiction and governmental agencies participating in the transportation planning process. Copies of said documents will be made available to such participants upon request at costs of such reproduction.

X. PUBLICATION OR RELEASE OF INFORMATION

- A. Papers, interim reports, forms or other material which are a part of the work under contract will not be copyrighted without written approval of the State and FTA.
- B. Either party to the Agreement may initiate a request for publication of the final or interim reports, or any portions thereof.
- C. Publication by either party shall give credit to the other party and to the FTA. However, if the State or FTA does not wish to subscribe to the findings or conclusions of the study the following statement shall be included on the credit sheet: "The opinions, findings and conclusions expressed in this publication are those of the authors and not necessarily those of the State or the Federal Transit Administration."
- D. In the event of failure of agreement between the State and the City relative to the publication of any reports during the period of the contract, each party reserves the right to publish independently, in which event the non-concurrence of the other party shall be set forth, if requested.
- E. Both written and oral releases are considered to be within the context of publication. However, there is no intention to limit discussion of the study with participants in the Transportation Planning Program, small technical groups or lectures to employees or students. Lectures to other groups which describe the plans are permissible.
- F. Neither party shall publish nor otherwise disclose, nor permit to be disclosed or published, the results of the investigation herein contemplated, during the period of the Agreement, without notifying the other party.
- G. When the scheduled time for presentation of a paper does not permit formal review and approval of a complete report, abstracts may be used for notification of intent to present a paper based on the study. Such presentation must protect the interest of the other party by the inclusion of a statement in the paper and in the presentation to the effect that the paper had not been reviewed by the State.

XI. CLAIMS

The City indemnifies, saves and holds harmless the State and all its agents and employees of and from any and all claims, demands, actions or causes of action of whatever nature or character arising out of or by reason of the work to be performed by the City hereunder and further agrees to defend at its own sole cost and expense any action or proceeding commenced for the purpose of asserting any such claim of whatever character arising as a result of the action taken hereunder by the City. It is further agreed that any and all employees of the City and all other employees except employees of the State while engaged in the performance of any work or services required or provided for herein to be performed by the City shall not be considered employees of the State, and that any and all claims that may or might arise under the Workers' Compensation Act of the State of Nebraska on behalf of said employees while so engaged and any and all claims made by any third parties as a consequence of any act or

omission on the part of said employees while so engaged on any of the work or services provided to be rendered herein shall in no way be the obligation or responsibility of the State.

XII. CONTRACTUAL SERVICES

All agreements for contractual services pertinent to the Program and subject to partial reimbursement under this Agreement shall be submitted to the State for review and prior to final execution shall have been approved in writing by the State. The City intends to provide the services pertinent to the Program with its own personnel. It is understood, however, that not less than fifty percent (50%) of such work will be performed with City personnel and/or by subcontract with other public agencies.

XIII. CANCELLATION

The State reserves the right to cancel this Agreement at any time it deems it to be in the best interest of the State upon giving thirty (30) days written notice of such cancellation to the City. If the contract is cancelled under this provision, the State shall reimburse the City for all expenses incurred and work completed to the date of cancellation.

XIV. LIMITATIONS OF LAW

It is mutually understood between the parties that the final authority in highway matters now vested in the State by federal and state statutory and case law shall not be affected by this Agreement.

XV. NONDISCRIMINATION

The City agrees to abide by the provisions of the Nebraska Fair Employment Practice Act as provided by Neb.Rev.Stat. §48-1101, through 48-1126 (Reissue 2010); and all regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49 CFR, Parts 21 and 27 as set forth in Exhibit "A" attached hereto and hereby made a part of this agreement.

XVI. TITLE VI

As the State is the recipient of the FTA Section 5305 funds and extends FTA financial assistance to the City to comply with Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d et seq. and related provisions in regulation, the State shall provide assistance to the City in complying with the general reporting requirements and shall monitor the City's compliance with Title VI (as outlined in Circular 4702.1B, Chapter III, 3, 10 and 11 and Appendix K). If the City subcontracts any of its metropolitan planning organization activities that the State provides the FTA Section 5305 funds for these activities, these Title VI provisions shall extend to the subcontracts.

XVII. DISADVANTAGED BUSINESS ENTERPRISES

The Contractor, sub-recipient or sub-contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Department deems appropriate.

XVIII. LOBBYING CERTIFICATION

The City agrees to abide by the provisions of the Federal Lobbying Certification since federal funds shown in this agreement exceed \$100,000. "Certification for grants, loans, and cooperative agreements" is included herewith as Exhibit "B" and made a part of this agreement

XIX. EQUIPMENT

- A. The State agrees to participate in the cost of specialized items of equipment, not of a nature normally used or required in the regular administrative or engineering operations of the City, which items are required for, and will be used primarily on work incident to this Agreement, and the cost of which is considered reasonable.
- B. The City agrees to certify that items of equipment included in direct costs have been excluded from the indirect costs.
- C. The City agrees to obtain the approval of the State and of the FTA prior to the purchase of an item of equipment of the type described above in Paragraph A.

IN WITNESS WHEREOF, the parties have hereto caused this Agreement to be executed by their proper officers and representatives.

EXECUTED by the City this _____ day of _____ 201__.

CITY OF GRAND ISLAND

EXECUTED by the State this _____ day of _____ 201__.

STATE OF NEBRASKA
DEPARTMENT OF ROADS

Abraham Anshasi
Assistant Intermodal Engineer

NONDISCRIMINATION CLAUSES

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

- (1) Compliance with Regulations: The Contractor will comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Parts 21 and 27, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) Nondiscrimination: The contractor, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of handicap, race, color or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix "A," "B," and "C" of Part 21 of the Regulations.
- (3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the ground of handicap, race, color or national origin.
- (4) Information and Reports: The contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Highway Department or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the State Highway Department, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the State Highway Department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including but not limited to,
 - (a) withholding of payments to the contractor under the contract until the contractor complies, and/or
 - (b) cancellation, termination or suspension of the contract, in whole or in part.
- (6) Incorporation of Provisions: The contractor will include the provisions of paragraph (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The contractor will take such action with respect to any subcontract or procurement as the State Highway Department or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the State to enter into such litigation to protect the interests of the State, and in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

City of Grand Island
Project No. C990(017)
Section 5305 – FTA Planning

CERTIFICATION REGARDING LOBBYING

Certification for Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions as amended by "Government wide Guidance for New Restrictions on Lobbying."

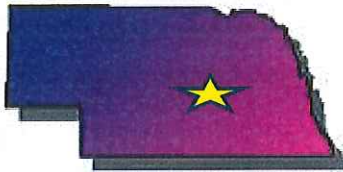
(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all such sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Certified this _____ day of _____ 201__.

CITY OF GRAND ISLAND

City of Grand Island
Project No. C990(017)
Section 5305 – FTA Planning
EXHIBIT "D"



Grand Island Area Metropolitan Planning Organization (GIAMPO)

FY 2017 Unified Planning Work Program

The preparation of this document has been financed in part through funds from the Federal Highway Administration, Federal Transit Administration, the U.S. Department of Transportation, under the Metropolitan Planning Program, Section 104(f) of Title 23 U.S. Code, and Nebraska Department of Roads. The contents of this document do not necessary reflect the official views or policy of the U.S. Department of Transportation.

**Grand Island Area Metropolitan Planning Organization (GIAMPO)
Unified Planning Work Program for Fiscal Year 2016**

Policy Board Members

Chair – Jeremy L. Jensen
Vice-Chair – Chuck Haase
MPO Director/Secretary – John Collins

Mayor: Mayor, Jeremy L. Jensen

Grand Island Council Members: Vaughn Minton, Mike Paulick, Julie Hehnke, Chuck Haase

County Board Members: Doug Lanfear, Gary Quandt

Planning Commission Chair: Pat O'Neill

Nebraska Department of Roads Director: Kyle Schneweis

Ex-Officio (non-voting) Members include:

FHWA Nebraska Division Administrator: Joseph Werning

FTA Region VII Administrator: Mokhtee Ahmad

Approved Ex-Officio (non-voting) Other Members:

City of Grand Island: Marlan Ferguson, John Collins, Terry Brown, Chad Nabity

Nebraska Department of Transportation: Brad Zumwalt, Wes Wahlgren

Federal Transit Administration: Mark Bechtel

Federal Highway Administration: Justin Luther

Technical Committee Members

Chair – Chad Nabity
Vice Chair – Terry Brown
MPO Director/Secretary – John Collins

Grand Island Public Works Director: John Collins

Grand Island City Administrator: Marlan Ferguson

Grand Island Manager of Engineering Services: Terry Brown

Hall County Regional Planning Director: Chad Nabity

Hall County Public Works Director: Casey Sherlock

Two representatives from NDOR; one designated by the Planning and Development Engineer and the District

Four Engineer: Brad Zumwalt, Wes Wahlgren

Merrick County Public Works Director or Highway Superintendent: Mike Meyer

One representative from the Village of Alda: Ramona Schafer

Ex-Officio (non-voting) Members:

FHWA Nebraska Division Transportation Planner or designee: Justin Luther

FTA Region VII Transportation Planner or designee: Mark Bechtel, Logan Daniels, Daniel Nguyen

NDOR Local Projects Division Urban Engineer: Larry Legg

Grand Island Finance Director: Renae Griffiths

One representative from the Union Pacific Railroad and one representative from the Burlington Northern

Santa Fe Railroad may be appointed to the committee by their respective companies; other rail system

operators may be added by the policy board as needed: Kyle Nodgaard, Kelli O'Brien

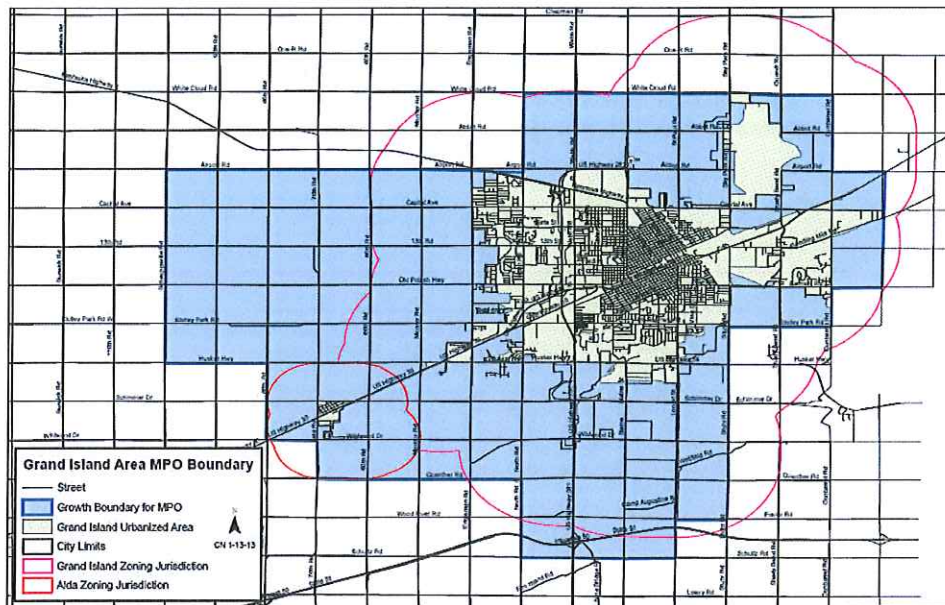
One representative from the Grand Island Area Chamber of Commerce: Cindy Johnson

One representative from the Grand Island Area Economic Development Corporation: Mary Berlie

The Board of the Central Nebraska Regional Airport may appoint one representative: Mike Olson

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Grand Island Metropolitan Study Area

Introduction

As required by 23 CFR 420 and 450.314 the Grand Island Area Metropolitan Planning Organization (GIAMPO) has prepared this Unified Planning Work Program (UPWP).

The purpose of this document is to provide the citizens of the GIAMPO and all partnering governing bodies an outline of the Metropolitan Planning Organization's planned work activities, and identify the funding for those activities for fiscal year 2016, (July 1, 2016-June 30, 2017). This document is a budget document and it may be amended by the policy board as priorities and activities change.

The primary objectives for this year are to implement the Continuing, Cooperative, and Comprehensive (3-C) transportation process to develop a performance based Long Range Transportation Plan, Formal Public Participation Plan, goals, objectives, and performance measures in accordance to current Federal Transportation Act (Fixing Americas Surface Transportation Act), and to institute a transportation planning process that will address the needs and investments in the transportation system in order to adequately maintain the transportation system.

These Factors Include:

The metropolitan planning process must explicitly consider and analyze, as appropriate, eleven (11) planning factors defined in FAST Act that reflect sound planning principles and in coordination, cooperation, and continuing with stakeholders in the Grand Island Metropolitan Planning Organizations Planning Area.

- ✓ Support the economic vitality of the metropolitan area, especially by enabling global competitiveness, productivity and efficiency;
- ✓ Increase the safety of the transportation system for motorized and non-motorized users;
- ✓ Increase the security of the transportation system for motorized and non-motorized users;
- ✓ Increase the accessibility and mobility options available to people and for freight;
- ✓ Protect and enhance the environment, promote energy conservation, and improve quality of life, and promote consistency between transportation improvements and State and local planned growth and economic development patterns;
- ✓ Enhance the integration and connectivity of the transportation system, across and between modes, for people and freight;
- ✓ Promote efficient system management and operation;
- ✓ Emphasize the preservation of the existing transportation system;
- ✓ Improving transportation system and reliability;
- ✓ Reducing (or mitigating) the storm water impacts of surface transportation; and
- ✓ Enhancing travel and tourism.

This input will be used to identify, plan and prioritize projects to meet the transportation needs of the area. Initial efforts will focus on the development of the Public Participation Plan, Long Range Transportation Plan, and corridor studies to improve safety and efficiency within the existing transportation system.

Grand Island Area Metropolitan Planning Organization (GIAMPO)

- ✓ The Grand Island Area Metropolitan Planning Organization (GIAMPO), is the organization of elected officials in the Grand Island urbanized area designated by the Governor to carry-out the federal mandated transportation planning process.
- ✓ GIAMPO provides the forum for local decision-making on transportation issues of a regional nature.
- ✓ The foundation for the metropolitan planning process is to promote consistency between transportation improvements and state and local planned growth and economic development patterns and the submission of transportation planning documents to the FHWA, FTA, and NDOR.
- ✓ Meaningful public involvement will be encouraged and actively sought throughout the planning and development of the area's transportation plans and programs. Area citizens will be provided an opportunity and encouraged to comment on every aspect of the transportation planning process through planning meetings, public hearings, and individual correspondence.
- ✓ GIAMPO staff will facilitate the development of all planning elements for the Metropolitan Planning Area in accordance to the current federal transportation bill.

Policy Board

The Policy Board shall establish policy and procedures for matters necessary to comply with the requirements of Title 23, United States Code, and subsequent acts. The Policy Board shall have the power and duty to prepare and adopt comprehensive transportation studies and plans to guide the unified development of the Grand Island Area Metropolitan Planning Area and to promote the general welfare and prosperity of its people in an economic and efficient manner.

Technical Advisory Committee

The MPO Technical Committee (TAC) is responsible for the administration of the (3-C) Transportation Planning Process, providing data, technical assistance, and recommendations to the Policy Board for matters necessary to comply with the requirements of Title 23, United States Code, and Subsequent acts. Responsibilities include but are not limited to:

- ✓ Advising the Policy Board on comprehensive transportation studies and plans to help guide the unified development of the Grand Island Area Metropolitan Planning Area to promote the general welfare and prosperity of its people in an economic and efficient manner.
- ✓ Examining and recommending projects concerning the development of a safe, efficient, and coordinated multimodal transportation network.
- ✓ Annually prepare and recommend, at a minimum, a five-year MPO Transportation Improvement Program (TIP) and shall review the allocation of all federal-aid funds to eligible projects within each Annual Element of the TIP for financial constraint.
- ✓ Annually review the MPO Long-Range Transportation Plan (LRTP) and recommend updates as necessary. The LRTP shall be updated at a minimum every five years.
- ✓ Annually prepare and recommend an MPO Unified Planning Work Program (UPWP) detailing projected work activities and a proposed budget for implementation.
- ✓ Prepare and recommend a MPO Public Participation Process (PPP) that outlines the promotion and utilization of public involvement, to be reviewed annually and updated as necessary.

Staff

The GIAMPO staff will be available to aid local officials and concerned citizens in implementing transportation and various community improvement programs in an overall effort to enhance the area. Staff members encourage and assist local leaders in several programs, with strong emphasis on the benefits of regional cooperation and coordination. Currently, the GIAMPO staff involved with transportation planning consists of a Metropolitan Planning Organization Program Manager supported by the Director of Public Works/City Engineer and the Assistant Public Works Director in conjunction with the Director of the Hall County Regional Planning Department, and various administrative staff.

Staff Time Estimates

| Staff (equivalent staff time) Estimated | Staff Months | Est. Hours |
|---|--------------|------------|
| Professional Staff (MPO Program Manager) - Direct | 11.5 | 1,861 |

FY 2016 SIGNIFICANT PAST ACTIVITIES

Adoption of the FIRST Grand Island Area Metropolitan Planning Organization's Performance Based Long Range Transportation Plan.

Adoption of the FIRST Transportation Improvement Program for the GIAMPO Planning Area.

Begin a Transit Needs Assessment and Identification of various social services agencies.

GIAMPO Areas of Planning Emphasizes

FAST Act Implementation – On December 4, 2015, the Fixing Americas Surface Transportation (FAST) Act was signed in law. The Grand Island Area Metropolitan Planning Organization will continue to incorporate planning criteria and process as further guidance is developed in FY 2017. These will include but not limited to continue refining performance measures, reporting performance, and programming transportation investments directed toward the achievement of the established system performance outcomes as outlined in the eleven (11) Planning factors of the FAST Act.

Regional Models of Cooperation – As the goals are established for the GIAMPO Planning Process and Plan, goals will be established to *"Ensure a Regional Approach to Transportation Planning by Promoting Cooperation and Coordination"* for an effective and coordinated approach to transportation decision-making supporting common goals and capitalizing on opportunities related to project delivery, congestion management, safety, freight, livability, and commerce.

Ladders of Opportunity (Access to Essential Services) – During FY 2015, into FY 2016 the MPO in cooperation with the City of Grand Island will be contracting outside services to develop a "Transit Needs Analysis". This study will address transportation connectivity gaps in accessing essential services and the needs of the community for alternative modes of transportation. These essential services include employment, Health Care, Schools/Education, and recreation.

Transit Needs Assessment – During the first two (2) quarters of FY 2017 the MPO and a selected consultant will be completing a comprehensive study of the transit needs in the Grand Island Urbanized area.

Comprehensive Coordinated Public Human Services Transportation Plan – Work will include coordinate with existing social service agencies for transportation.

MPO FY 2017 Work Elements

Element A - Unified Planning Work Program (UPWP)

Purpose: Develop and maintain the UPWP and budget including the following

Previous Work:

Approved FY 2015 and FY 2016 UPWP's

Activities:

- Draft UPWP to NDOR by April 15, 2017
- Finalize and adopt the 2018 UPWP and Budget by July 1, 2017
- Maintain the 2017 UPWP and Budget through UPWP Amendments, as necessary
- Maintain the annual FHWA PL and Section 5305 grant contracts and any subsequent amendments
- Coordinate with planning partners regarding UPWP activities

End Products:

- Annual "DRAFT" FY 2018 UPWP submitted to NDOR prior to April 15, 2017
- Amendments and Administration Modifications as needed

| <u>Budget - 180 MPO Program Manager Hours</u> | <u>Costs</u> | <u>Schedule</u> |
|---|--------------------|-----------------|
| 2017 UPWP and Budget Amendments | \$ 1,987.18 | Ongoing |
| "DRAFT" UPWP | \$ 5,961.54 | April 15, 2017 |
| FY 2018 Approved UPWP | \$ 993.59 | July 1, 2018 |
| Other Direct | <u>\$ 500.00</u> | |
| Total Budget | \$ 9,442.31 | |

Element B - Transportation Improvement Program (TIP)

Purpose:

This element is to develop, maintain and monitor a five-year program of transportation projects and the financial plan that demonstrates the program can reasonably be implemented. GIAMPO will monitor the program, and will also continue the effort to gain public input on significant projects, and will provide mechanisms to inform the public of the funding availability for federal, state, and local projects. It also addresses TITLE VI assurances and Environmental Justice with its development and amendments to the approved TIP.

Previous Work:

Adopted the Transportation Improvement Plan April 26, 2016

Activities:

- Meet with stakeholders, decision makers, and citizens concerning the Transportation Improvement Program (TIP) process and the TIP Program, when needed. This includes presentations of Grand Island's one and six year road plans.
- Staff involvement on project related activities ensuring issues are properly identified and adequately addressed for timely implementation.
- Annual posting of federally funded projects for the previous fiscal year, including the status of every project in the first year of the previous TIP.

End Products:

- Final "Draft" submitted to NDOR by June 15, 2017
- Approved 5-year Transportation Improvement Program by July 1, 2017
- Amendments to the current approved Transportation Improvement Program (if necessary)
- Annual Posting of projects and status of year 1 of the previous TIP on GIAMPO's website

| <u>Budget - 170 MPO Program Manager Hours</u> | <u>Costs</u> | <u>Schedule</u> |
|--|---------------------|-------------------------|
| Approved 5-year Transportation Improvement Program | \$ 3,974.36 | 3 rd Quarter |
| Federal/State Funds Expended Prior Year Publication | \$ 1,987.18 | 1 st Quarter |
| TIP Policy/Selection Process | \$ 1,241.99 | 3 rd Quarter |
| Present Grand Island's 1 and 6 Year Road Plan | \$ 1,241.99 | |
| Other Direct | <u>\$ 1,500.00</u> | |
| Total Budget | \$ 9,945.52 | |

Element C – Public Participation Plan (PPP)

Purpose:

The initial PPP was developed in FY 2016, the foundation of the PPP is to enhance and encourage participation of stakeholders, decision makers, and citizens in the transportation planning process. Special efforts will focus on persons and groups that are typically under-represented in transportation planning or with special transportation needs, including, low-income, minority, elderly, and disabled populations. The continued enhancement of GIAMPO web site pages will take place in FY2017 and a review of the PPP, and development of a LED Plan will occur during FY 2017.

Previous Work:

- A web page was developed for the Grand Island Area Metropolitan Planning Organization where meeting agendas and minutes are posted. Meeting notices are advertised in accordance with the City of Grand Island's open meeting policy.

Activities:

Opportunities for public participation will be offered at all future GIAMPO Policy Board meetings and TAC meetings on published agenda items.

- Continuing education about the MPO and the purpose of the MPO. This will be done with media interviews, GITV, and public speaking engagements with civic groups.
- The GIAMPO website will be maintained for meeting notices and information regarding transportation planning activities that affect the region.
- Maintenance and updating of social media sites such as Facebook and Twitter to inform interested parties on transportation planning activities.

End Product

- Updated as needed Approved Public Participation Plan

| <u>Budget - 196 MPO Program Manager Hours</u> | <u>Costs</u> | <u>Schedule</u> |
|--|--------------------|-----------------|
| Title VI Mitigation/Assessment | \$ 2,980.77 | Ongoing |
| Public Participation Plan Review | \$ 1,987.18 | Ongoing |
| Web Site Development/Maintenance | \$ 2,483.98 | Ongoing |
| Civic Group Speaking/Plan development Activities | \$ 993.59 | Ongoing |
| Media Interviews | \$ 496.80 | Ongoing |
| GITV Programing | \$ 794.87 | Ongoing |
| Other Direct | <u>\$ 2,802.50</u> | |
| Total Budget | \$12,539.69 | |

Element D – Short Range Planning Activities

Purpose:

To identify short range transportation needs and problems, present alternative solutions and evaluation criteria assisting policy makers in development and adoption of plans and programs that optimize efficient management of the existing transportation system. Other activities include activities that such as the review and maintenance of the Highway Function Classification System, assisting the Nebraska Department of Roads in Highway Performance Management System data collection and implementation of identified performance measures system-wide.

Previous Work:

This is a new planning work element for the MPO and is anticipated to be an on-going activity in future Unified Planning Work Programs. The planning efforts under this work element will concentrate on studies and work activities that can be considered improvements of system management and operations (M&O), formally identified as Transportation System Management (TSM), and analyses regional transportation as an interconnected set of services and systems to improve system performance through better management and use of the multimodal transportation network.

Activities:

- Review and update of the Highway Function Classification System in coordination with NDOR as needed
- Assisting the Nebraska Department of Roads in Highway Performance Management System data collection (i.e. traffic data collection)
- Implementation and review of identified performance measures
- Addressing local concerns that have been identified through the (3-C) transportation planning process
- Development of a process to identify areas where low cost safety counter measures can be implemented Identification and development of traffic engineering improvements and begin integrating safety conscious planning to address vehicle crashes and general operations of the transportation system that are identified through system wide analysis or through complaints and concerns of citizens and elected officials.
- Evaluation of travel simulation/intersection capacity software (i.e. Sycro, HCM)

End Products

- Updated Highway Function Classification System
- Identification of Highway Performance data for HPMS
- Purchase of traffic counting equipment and supplies

| <u>Budget – 120 MPO Program Manager Hours</u> | <u>Costs</u> | <u>Schedule</u> |
|---|--------------------|-----------------|
| Development of processes for activities | \$ 5,961.54 | On-going |
| Other Direct | <u>\$ 500.00</u> | |
| Total Budget | \$ 6,461.54 | |

Element E– Long-Range Transportation Plan (LRTP)

Purpose:

The LRTP includes long-range and short-range strategies/actions that lead to the development of an integrated multimodal transportation system to facilitate the safe and efficient movement of people and goods. It will be developed with regards to the intent and requirements of the Moving Ahead for Progress in the 21st Century Act (MAP-21) passed in July 2012 and guidance by the Federal Highway Administration (FHWA), the Federal Transit Administration (FTA), and the Nebraska Department of Roads (NDOR). The consultant and MPO Program Manager shall coordinate development and completion of all activities with respective stakeholders.

Previous Work:

A Request-For-Proposal for Professional Services to perform the development of the Long Range Transportation Plan was developed. Consultant selection process, and signed agreements were put in place the fourth quarter of FY 2014.

Consultant selection was made and the development of the LRTP began March 2015, including a travel demand model.

Work on the development of the LRTP began in the 3rd quarter of FY 2015 with approval on April 26, 2016.

Activities:

- Through the development of the LRTP, the need was identified to work on the development of a Master Bike/Ped Plan for the urbanized area. During FY 2017, the MPO will work with identified stakeholders to develop a RFP, identify funding for a Master Plan, and complete the Master Plan
- Bring in-house the Travel-Demand Model
- Maintain the TAZ's and Independent variables as new data is available

End Products:

- A Master Bike/Ped Plan for the urbanized area
- Successful migration of the travel demand model to the MPO
- Up-to-date model and data base

| <u>Budget - 140 MPO Program Manager Hours</u> | <u>Costs</u> | <u>Schedule</u> |
|---|--------------------|-------------------------|
| Master Bike/Ped Plan | \$59,969.23 | 2 nd Quarter |
| In-House travel-demand model | \$ 2,980.77 | 1 st Quarter |
| Up-to-date independent variables database | \$ 993.59 | On-Going |
| Other Direct | <u>\$ 1,500.00</u> | |
| Total Budget | \$65,443.59 | |

Element F – Transit Planning**Purpose:**

In 2012, the City of Grand Island became the designated recipient to receive the FTA 5307(Urban) transit funds. In 2013, the City and Hall County entered into an interlocal agreement for Hall County Transportation to continue to operate services using unexpended FTA 5311(Rural) funds during a transitional period. During CY 2016 the MPO will work with the City of Grand Island and Hall County to develop and finalize a transitional plan for transit services in the City of Grand Island and Hall County. The plan must at a minimum provide a level of service for transit customers consistent with the level of service that has been offered by Hall County Transportation. The transitional plan will also take into account, possible additional services based on funding and identified needs of the community.

Previous Work:

Preliminary discussions and the development of a MOA for Hall County to continue providing transit and para-transit services within the study area.

Development of a RFP for consulting services to perform a Transit Needs Analysis Study to identify Transit Needs and "Ladders of Opportunity", and how best to address those needs within the MPO Study Area.

Activity:

- A Transit Needs Analysis Plan and recommendations for Transit Alternatives in Grand Island Urban Area

End Product:

- Development of a Transition Plan and recommendations with timelines, expected funding and procurement policies

| <u>Budget – 675 MPO Program Manager Hours</u> | <u>Costs</u> | <u>Schedule</u> |
|--|---------------------|-----------------|
| MPO Planning Transit Needs Analysis | \$ 13,661.87 | |
| Financial and Grant Management of Local Transit | \$ 19,871.81 | |
| Transit Needs Analysis Study – Outside Consultant Section 5307 | \$150,000.00 | |
| Other Direct | <u>\$ 950.48</u> | |
| Total Budget | \$184,484.16 | |

Element G – Administration/Systems Management (ASM)

Purpose:

The General administration of the transportation planning program for the Grand Island Area Metropolitan Planning Organization.

Previous Work:

- Adopted By-Laws for the Technical Advisory Committee on March 25, 2014
- Adopted By-Laws for the Policy Committee in July 23, 2013, and amended September 17, 2013
- Hired the Metropolitan Planning Manager on February 28, 2014
- Set meeting schedules for the Policy Board and TAC
- Developing the FY 2016 UPWP
- Created of the GIAMPO web page
- Established reporting and invoicing practices for transportation planning program
- Provided for office and office equipment for the MPO Staff including computers, printers, furniture, phone and other necessary tools

Activities:

- Compile and submit quarterly reimbursement reports to NDOR
- Compile and submit quarterly progress reports to NDOR
- Manage the GIAMPO Funding Streams
- Track the status of UPWP budget and activities

End Product:

- General Administration of the established 3-C Transportation Planning Process for the Grand Island Area Transportation Study
- FY 2017 Quarterly Reimbursement Requests and Quarterly Activities Reports

| <u>Budget - 380 MPO Program Manager Hours</u> | <u>Costs</u> | <u>Schedule</u> |
|--|---------------------|------------------------|
| Direct | | |
| Prepare Meetings for Policy Board and TAC | \$ 3,702.57 | Ongoing |
| Meeting Minutes and other Documentation | \$ 4,199.36 | Ongoing |
| Administration of Program/Reporting Documentation | \$ 4,789.75 | Ongoing |
| Manage Funding Streams and Budget | <u>\$ 6,186.54</u> | Ongoing |
| | \$18,878.22 | |
| Other Direct | | |
| Office Supplies, Phone, Advertisement, Misc. | \$ 1,200.00 | Ongoing |
| Software Maintenance – TransCAD | \$ 1,200.00 | Ongoing |
| Training/Conferences/Travel | <u>\$ 5,500.00</u> | Ongoing |
| | \$ 7,900.00 | |
| Admin. Total | \$26,778.22 | |

Budget

It is anticipated that the cost of implementing this UPWP for GIAMPO will be **\$315,095.03**, during fiscal year 2017. Based on the formula funding for MPOs in Nebraska, in FY 2016 GIAMPO is eligible for up to \$113,666. Federal Highway Planning funds, and \$27,875 Federal Transit Section 5305 funds for staffing and other expenses. An additional \$150,000 Federal Transit Section 5303 & 5307 is programmed for a Transit Needs Analysis. The City of Grand Island, by agreement provides at least a 20% match. Total revenue for the MPO planning program equals **\$326,926.25**.

Grand Island Area Metropolitan Planning Organization

DISTRIBUTION OF COSTS BY WORK ELEMENT

FY 2017 "Preliminary UPWP"

FY 2017 FEDERAL HIGHWAY ADMINISTRATION (FHWA) PL - PROGRAM COSTS

July 1, 2016 - June 30, 2017

Project Number - TBA , Control Number - TBA Agreement TBA

| Category | Cost Category | Hours | Total | NE Federal 0.80 | Grand Island 0.20 | Total 100 |
|---|---|-------|---------------------|---------------------|----------------------|---------------------|
| UPWP | | | | | | |
| | Direct Labor | 180 | 6,628.85 | 5,303.08 | 1,325.77 | 6,628.85 |
| | Fringe/Indirect | | 2,313.47 | 1,850.77 | 462.69 | 2,313.47 |
| | Other Direct | | 500.00 | 400.00 | 100.00 | 500.00 |
| | Total Unified Planning Work Program | | \$9,442.31 | 7,553.85 | \$1,888.46 | \$9,442.31 |
| TIP | | | | | | |
| | Direct Labor | 170 | 6,260.58 | 5,009.46 | 1,252.12 | 6,260.58 |
| | Fringe/Indirect | | 2,184.94 | 1,747.95 | 436.99 | 2,184.94 |
| | Other Direct | | 1,500.00 | 1,200.00 | 300.00 | 1,500.00 |
| | Total Transportation Improvement Program | | \$9,945.52 | 7,956.41 | \$1,989.10 | 9,945.52 |
| PPP-Public Participation | | | | | | |
| | Direct Labor | 198 | 7,218.08 | 5,774.46 | 1,443.62 | 7,218.08 |
| | Fringe/Indirect | | 2,519.11 | 2,015.29 | 503.82 | 2,519.11 |
| | Other Direct | | 2,802.50 | 2,242.00 | 560.50 | 2,802.50 |
| | Total Public Participation | | \$12,539.69 | 10,031.75 | 2,507.94 | 12,539.69 |
| Short Range Studies/Data Development/Maintenance | | | | | | |
| | Direct Labor | 120 | 4,419.23 | 3,535.38 | 883.85 | 4,419.23 |
| | Fringe/Indirect | | 1,542.31 | 1,233.85 | 308.46 | 1,542.31 |
| | Other Direct | | 500.00 | 400.00 | 100.00 | 500.00 |
| | Total Short Range Studies/Data Maintenance | | \$6,461.54 | 5,169.23 | 1,292.31 | 6,461.54 |
| Long Range Transportation Plan/Travel Demand Model | | | | | | |
| | Direct Labor | 140 | 5,155.77 | 4,124.62 | 1,031.15 | 5,155.77 |
| | Fringe/Indirect | | 1,799.38 | 1,439.49 | 359.87 | 1,799.38 |
| | Master Bike/Ped Plan - Outside Consultant Service | | 56,888.46 | 45,560.77 | 11,327.69 | 56,888.46 |
| | Other Direct | | 1,500.00 | 1,200.00 | 300.00 | 1,500.00 |
| | Total Long Range Transportation Plan/Travel Demand Model | | \$65,443.59 | 52,354.87 | 13,088.72 | 65,443.59 |
| Transit Planning | | | | | | |
| | Direct Labor | 875 | 24,858.17 | 19,888.54 | 4,971.63 | 24,858.17 |
| | Fringe/Indirect | | 8,675.50 | 6,940.40 | 1,735.10 | 8,675.50 |
| | Transit Needs Analysis - Outside Consultant Section 5303 | | 25,000.00 | 20,000.00 | 5,000.00 | 25,000.00 |
| | Transit Needs Analysis - Outside Consultant Section 5307 | | 125,000.00 | 100,000.00 | 25,000.00 | 125,000.00 |
| | Other Direct/Training | | 950.48 | 760.38 | 190.10 | 950.48 |
| | Total Cost Transit Planning | | \$184,484.16 | 147,587.32 | \$36,896.83 | \$184,484.16 |
| Administration/System Management | | | | | | |
| | Direct Labor - Prog Man. | 380 | 13,994.23 | 11,195.38 | 2,798.85 | 13,994.23 |
| | Fringe/Indirect - Program Manager | | 4,893.99 | 3,907.19 | 986.80 | 4,893.99 |
| | Other Direct | | 1,200.00 | 960.00 | 240.00 | 1,200.00 |
| | Software Maintenance TransCAD and Simulation | | 1,200.00 | 960.00 | 240.00 | 1,200.00 |
| | Training/Conferences | | 5,500.00 | 4,400.00 | 1,100.00 | 5,500.00 |
| | Total Administration/System Management | | \$26,778.22 | 21,422.57 | 5,355.64 | 26,778.22 |
| FHWA 2017 | | | | | | |
| | Direct Labor FHWA | 1188 | 43,876.73 | 34,941.38 | 8,935.35 | 43,876.73 |
| | Fringe/Indirect FHWA | | 16,243.18 | 12,194.54 | 3,048.64 | 16,243.18 |
| | Other Direct | | 71,690.98 | 57,352.77 | 14,338.19 | 71,690.98 |
| FHWA FY 2017 | | | | | | |
| | Grand Total FHWA PL UPWP | | \$130,610.87 | \$104,488.70 | \$26,122.17 | \$130,610.87 |
| FTA 5305 | | | | | | |
| | Direct Labor FTA | 875 | 24,858.17 | 19,888.54 | 4,971.63 | 24,858.17 |
| | Fringe/Indirect FTA | | 8,675.50 | 6,940.40 | 1,735.10 | 8,675.50 |
| | Other Direct | | 150,950.48 | 120,760.38 | 30,190.10 | 150,950.48 |
| | Grand Total FTA Section 5305 | | \$184,484.16 | 147,587.32 | \$36,896.83 | \$184,484.16 |

NOTES:

Total Highway Planning Federal Highway Planning - FHWA

Total Transit Federal Transit Administration

Total FY 2017 UPWP

| | | | |
|--------------|--------------|-------------|--------------|
| \$130,610.87 | \$104,488.70 | \$26,122.17 | \$130,610.87 |
| \$184,484.16 | \$147,587.32 | \$36,896.83 | \$184,484.16 |
| \$315,095.03 | \$252,076.02 | \$63,019.01 | \$315,095.03 |

FHWA Available Revenue

FTA Available Revenue

FTA Carry Over 5307

FTA Carry Over 5303

| | | | |
|--------------|--------------|-------------|--------------|
| \$142,082.50 | \$113,666.00 | \$28,416.50 | \$142,082.50 |
| \$34,843.75 | \$27,875.00 | \$6,968.75 | \$34,843.75 |
| \$125,000.00 | \$100,000.00 | \$25,000.00 | \$125,000.00 |
| \$25,000.00 | \$20,000.00 | \$5,000.00 | \$25,000.00 |

Remaining FHWA Funds

Remaining FTA Funds

Total Program Funds Remaining

| | | | |
|-------------|------------|------------|-------------|
| \$11,471.63 | \$9,177.30 | \$2,294.33 | \$11,471.63 |
| \$359.59 | \$287.68 | \$71.92 | \$359.59 |
| \$11,831.22 | \$9,464.98 | \$2,366.24 | \$11,831.22 |

"DRAFT" – Submitted April 2016 for Comment – Revision includes \$100,000 FTA Section 5307 funds that were approved for FY 2015, and \$20,000 FTA Section 5303 funds; this increased the Transit Planning Budget to reflect those funds for the Transit Needs Analysis Study.

Transit Planning Section 5307 & Section 5303 use of funds for the Transit Needs Analysis are reflected in the UPWP identifying that Federal Transit Funds will be used for the study.

RESOLUTION 2017-9

WHEREAS, the Nebraska Department of Roads has prepared a Planning Agreement for Fiscal Year 2017 for the City of Grand Island for the purpose of providing partial funding of Grand Island Area Metropolitan Planning Organization's (GIAMPO) transportation planning activities scheduled to be performed commencing July 1, 2016, as outlined in the Unified Planning Work Program attached to such agreements; and

WHEREAS, the maximum amount of cash support from the State under such agreement is \$27,875.00 (80%) of 49 USC Section 5305 funds for Fiscal Year 2017; and

WHEREAS, the local 20% funds would be the City's obligation not to exceed \$6,968.75 and can be part of inkind services (staff time & expenses); and

WHEREAS, an agreement with the Nebraska Department of Roads for Fiscal Year 2017 is required to proceed.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, the agreement with the Nebraska Department of Roads for the purpose of providing partial funding of Grand Island Area Metropolitan Planning Organization's (GIAMPO) transportation planning activities scheduled to be performed commencing July 1, 2016, as outlined in the Unified Planning Work Program attached to such agreement is hereby approved.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to execute the Planning Agreement for Fiscal Year 2017.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, January 10, 2017.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

| | |
|---------------------|-----------------|
| Approved as to Form | ☐ _____ |
| January 6, 2017 | ☐ City Attorney |



City of Grand Island

Tuesday, January 10, 2017

Council Session

Item J-1

Approving Payment of Claims for the Period of December 28, 2016 through January 10, 2017

The Claims for the period of December 28, 2016 through January 10, 2017 for a total amount of \$1,118,238.04. A MOTION is in order.

Staff Contact: Renae Griffiths