
City of Grand Island



Tuesday, August 8, 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 Paul Canady, True North Church, 1804 West State Street

Pledge of Allegiance

Roll Call

A - SUBMITTAL OF REQUESTS FOR FUTURE ITEMS

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

B - RESERVE TIME TO SPEAK ON AGENDA ITEMS

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



City of Grand Island

Tuesday, August 8, 2017

Council Session

Item F-1

**#9638 - Consideration of Correction to Ordinance No. 9631
Relative to Vacation of the North End of Voss Road; North of
Seedling Mile Road**

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

Council Agenda Memo

From: Keith Kurz PE, Assistant Public Works Director

Meeting: August 8, 2017

Subject: Correction to Ordinance No. 9631 Relative to Vacation of the North End of Voss Road; North of Seedling Mile Road

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

Background

Bernhard Voss First Subdivision was platted in January 1955, with a public road dedicated at the north end of Voss Road; running east and west 303.53 feet within such subdivision. The property owner at 223 North Voss Road requested to vacate the unnamed road at the north end of Voss Road, as shown on the attached sketch.

On May 9, 2017, via Ordinance No. 9631, City Council approved the vacation of the northern end of Voss Road.

Discussion

An error was discovered upon filing of Ordinance No. 9631 with Hall County Register of Deeds. Rather than the ordinance stating the vacated street would revert to the abutting properties south of such, it stated that the vacated street would revert half to the property to the north and half to the property to the south. As the vacated right-of-way was only the south half of the typical 60' right-of-way, the vacated right-of-way should all revert to the south properties.

If adopted, the ordinance will clarify the road right-of-way being vacated is a part of the south one-half of Voss Road as platted by Voss Subdivision and replatted in part by Bernahrd Voss First Subdivision. The vacated Tract 1 would revert to the owners of Lot 16 and vacated Tract 2 would revert to the owners of Lot 1.

There are public utilities located within the subject area; therefore a drainage/utility easement is being maintained to allow sufficient access to such.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the correction to Ordinance No. 9631 relative to vacation of the north end of Voss Road as requested, and retain a drainage/utility easement for access to such.

Sample Motion

Move to approve the ordinance.

• THIS SPACE RESERVED FOR REGISTER OF DEEDS •

ORDINANCE NO. 9638

An ordinance to clarify and correct the action taken by adoption of Ordinance No. 9631 on May 9, 2017; to vacate existing right of way; to provide for reservation of a drainage/utility easement; to provide for reversion of the vacated right-of-way to the abutting owners; to provide for filing this ordinance in the office of the Register of Deeds of Hall County; to repeal Ordinance No. 9631 and all ordinances in conflict herewith; and to provide for publication and the effective date of this ordinance.

WHEREAS, on May 9, 2017, Ordinance No. 9631 was passed and adopted vacating a part of the right-of-way of Voss Road and providing for the reversion of the same to abutting owners of abutting lands; and

WHEREAS, said Ordinance failed to identify the area vacated as the south one-half of the street platted as part of Voss Subdivision, Hall County, Nebraska, and recorded at Book 81, Page 72 by the Hall County Register of Deeds; and

WHEREAS, it is in the best interests of the City and the owners of the abutting lands that action taken by Ordinance No. 9631 be corrected by passage of this ordinance.

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

SECTION 1. That the south one-half of the existing right-of-way of Voss Road, originally platted and dedicated as a part of Voss Subdivision and replatted as a part of Bernhard Voss First Subdivision, more particularly described as follows:

Approved as to Form	▣ _____
August 4, 2017	▣ City Attorney

ORDINANCE NO. 9638 (Cont.)

Tract 1 -

Beginning at the Northwest corner of Lot Sixteen (16) of Bernhard Voss First Subdivision of the City of Grand Island, Hall County, Nebraska, said point also being on the southerly roadway right-of-way line of Voss Road platted with Voss Subdivision and replatted in part with Bernhard Voss First Subdivision and the actual point of beginning; thence northerly and co-linear with the westerly line of said Lot Sixteen (16) of Bernhard Voss First Subdivision a distance of thirty-three (33.0) feet; thence easterly and parallel with the northerly line of Lot Sixteen (16) of Bernhard Voss First Subdivision a distance of one hundred-twelve (112.0) feet; thence southerly and parallel with the westerly line of said Lot Sixteen (16) of Bernhard Voss First Subdivision a distance of thirty-three (33.0) feet to a point on the northerly line of Lot Sixteen (16) of Bernhard Voss First Subdivision; thence westerly on said northerly line of Lot Sixteen (16) of Bernhard Voss First Subdivision a distance of one hundred-twelve (112.0) feet to said point of beginning, said tract being a part of the south one-half of Voss Road. Vacated area shown in attached Exhibit "A",.

And

Tract 2 -

Beginning at the Northeast corner of Lot One (1) of Bernhard Voss First Subdivision of the City of Grand Island, Hall County, Nebraska, said point also being on the southerly roadway right-of-way line of Voss Road platted with Voss Subdivision and replatted in part with Bernhard Voss First Subdivision and the actual point of beginning; thence northerly and co-linear with the easterly line of said Lot One (1) of Bernhard Voss First Subdivision a distance of thirty-three (33.0) feet; thence westerly and parallel with the northerly line of Lot One (1) of Bernhard Voss First Subdivision a distance of one hundred-eleven and fifty-three hundredths (111.53) feet; thence southerly and parallel with the easterly line of said Lot One (1) of Bernhard Voss First Subdivision a distance of thirty-three (33.0) feet to a point on the northerly line of Lot One (1) of Bernhard Voss First Subdivision; thence easterly on said northerly line of Lot One (1) of Bernhard Voss First Subdivision a distance of one hundred-eleven and fifty-three hundredths (111.53) feet to said point of beginning, said tract being a part of the south one-half of Voss Road. Vacated area shown in attached Exhibit "A",

be, and hereby is, vacated.

SECTION 2. The title to the property vacated by Section 1 of this Ordinance, the same being a part of the south one-half of Voss Road as platted and dedicated by the plat of Voss Subdivision, shall revert to the owner or owners of the real estate abutting the same in proportion to the respective ownership of such real estate, to wit: title to the above-described tract 1 shall revert to the owner or owners of Lot Sixteen (16), Bernhard Voss First Subdivision; title to the above-described tract 2 shall revert to the owner or owners of Lot One (1), Bernhard Voss First Subdivision.

SECTION 3. The City shall retain a drainage/utility easement through the vacated portion to line up with the existing easement through this area, more particularly described as follows:

Tract 1 -

Beginning at the Northwest corner of Lot Sixteen (16) of Bernhard Voss First Subdivision of the City of Grand Island, Hall County, Nebraska, said point also being on the southerly roadway right-of-way line of Road platted with Bernhard Voss First Subdivision and the actual point of beginning; thence northerly and co-linear with the westerly line of said Lot Sixteen (16) of

- 2 -

ORDINANCE NO. 9638 (Cont.)

Bernhard Voss First Subdivision a distance of thirty-three (33.0) feet; thence easterly and parallel with the northerly line of Lot Sixteen (16) of Bernhard Voss First Subdivision a distance of one hundred-twelve (112.0) feet; thence southerly and parallel with the westerly line of said Lot Sixteen (16) of Bernhard Voss First Subdivision a distance of thirty-three (33.0) feet to a point on the northerly line of Lot Sixteen (16) of Bernhard Voss First Subdivision; thence westerly on said northerly line of Lot Sixteen (16) of Bernhard Voss First Subdivision a distance of one hundred-twelve (112.0) feet to said point of beginning.

And

Tract 2 -

Beginning at the Northeast corner of Lot One (1) of Bernhard Voss First Subdivision of the City of Grand Island, Hall County, Nebraska, said point also being on the southerly roadway right-of-way line of Road platted with Bernhard Voss First Subdivision and the actual point of beginning; thence northerly and co-linear with the easterly line of said Lot One (1) of Bernhard Voss First Subdivision a distance of thirty-three (33.0) feet; thence westerly and parallel with the northerly line of Lot One (1) of Bernhard Voss First Subdivision a distance of one hundred-eleven and fifty-three hundredths (111.53) feet; thence southerly and parallel with the easterly line of said Lot One (1) of Bernhard Voss First Subdivision a distance of thirty-three (33.0) feet to a point on the northerly line of Lot One (1) of Bernhard Voss First Subdivision; thence easterly on said northerly line of Lot One (1) of Bernhard Voss First Subdivision a distance of one hundred-eleven and fifty-three hundredths (111.53) feet to said point of beginning. Shown in attached Exhibit "A".

SECTION 4. This ordinance is directed to be filed in the office of the Register of Deeds of Hall County, Nebraska.

SECTION 5. Ordinance No. 9631 and all ordinances or parts of ordinances in conflict herewith be, and hereby are, repealed.

SECTION 6. This ordinance shall be in force and take effect from and after its passage and publication, without the plate, within fifteen days in one issue of the Grand Island Independent as provided by law.

Enacted: August 8, 2017.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

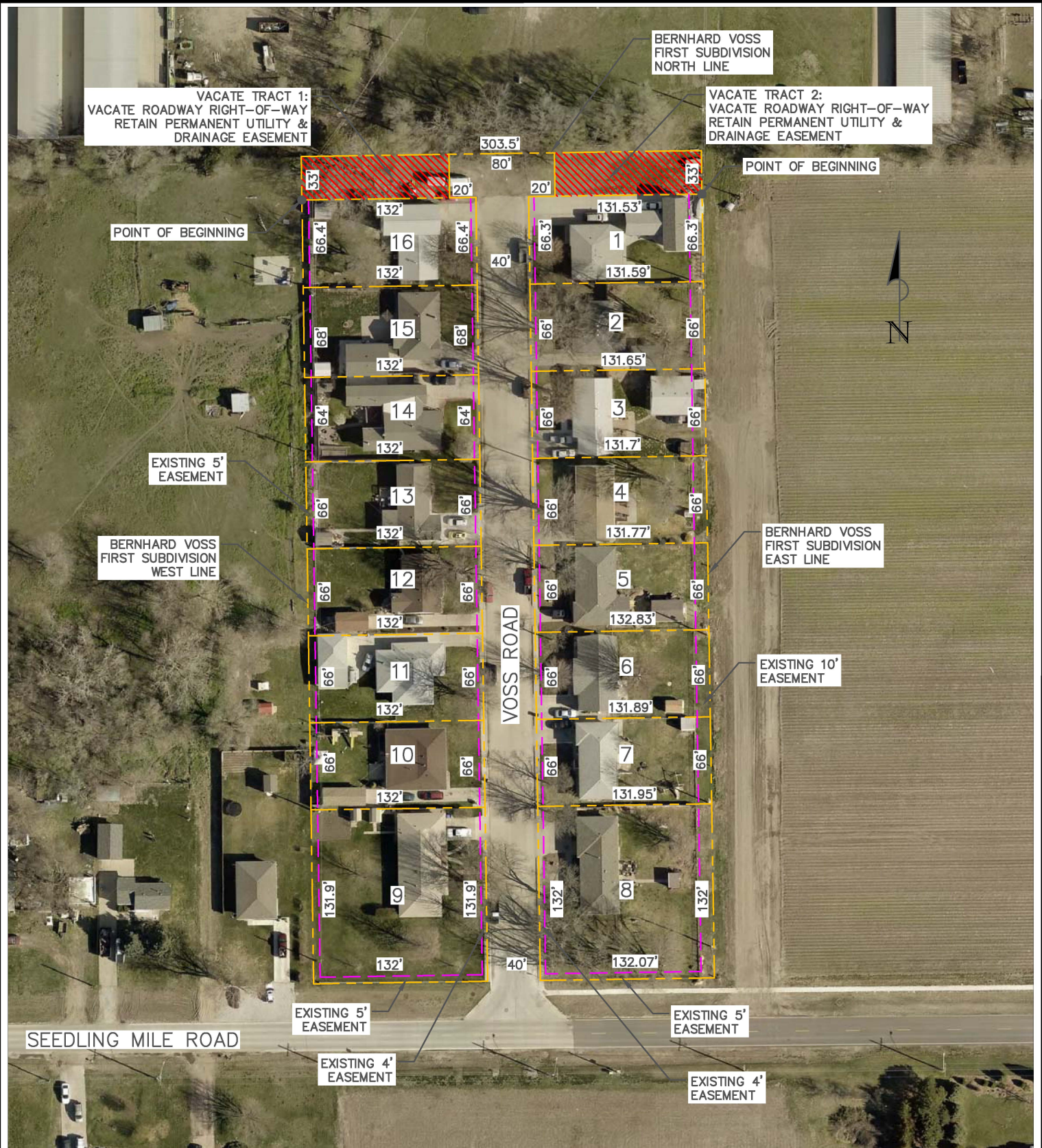


EXHIBIT "A"

CITY OF GRAND ISLAND
PUBLIC WORKS DEPARTMENT

DATE: 4/21/2017

DRAWN BY: TAG

APPVD. BY:

SCALE: 1" = 100'

BERNHARD VOSS
FIRST SUBDIVISION
VACATE ROADWAY
RIGHT-OF-WAY

PLAN

1 / 1



City of Grand Island

Tuesday, August 8, 2017

Council Session

Item F-2

#9639 - Consideration of Vacation of Utility Easement - 2220 N. Webb Road - Part of Lot Six (6) Grand Island Mall Eighteenth Subdivision

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

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

Meeting: August 8, 2017

Subject: Ordinance #9639 - 2220 North Webb Road - Vacation of
Utility Easement – Part of Lot Six (6), Grand Island Mall
Eighteenth Subdivision

Presenter(s): Timothy Luchsinger, Utilities Director

Background

There is an existing twenty (20.0) foot wide easement for utility usage across part of Lot Six (6) Grand Island Mall Eighteenth Subdivision, in the City of Grand Island, Hall County, Nebraska. This easement now needs to be vacated for construction of a new building at this location.

Discussion

An electrical easement was dedicated by the owner during the redevelopment of the Grand Island Mall area in 2014. Subsequent to that action and prior to the development of the area, the property was re-subdivided in 2015 as Grand Island Mall Eighteenth Subdivision. The re-subdividing made changes to lot sizes and configuration and additional easements were provided.

The revisions resulted in overlapping easements across the southerly side of Lot Six (6). Ordinance 9639 will clean-up the area by vacating an unused electrical easement while retaining the southerly 20' wide electrical easement.

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 #9639, and that the above described easement be vacated.

Sample Motion

Move to approve Ordinance #9639 and vacate the utility easement and right-of-way in part Lot Six (6), Grand Island Mall Eighteenth Subdivision, in the City of Grand Island, Hall County, Nebraska.

THIS SPACE RESERVED FOR REGISTER OF DEEDS

ORDINANCE NO. 9639

An ordinance to vacate a twenty (20.0) foot utility easement in part of Lot Six (6), Grand Island Mall Eighteenth 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 portion of the easement and right-of-way described as an electrical easement dedicated on the plat of Grand Island Mall Seventeen Subdivision, as shown across part of Lot Two (2) and Lot Three (3) thereof, now lying entirely within the boundaries of Lot Six (6), Grand Island Mall Eighteen Subdivision, in the City of Grand Island, Hall County, Nebraska is hereby vacated;

and the easement dedicated on the plat of Grand Island Mall Eighteenth Subdivision in the City of Grand Island, Hall County, Nebraska across the south twenty (20.0) feet of Lot Six (6) thereof shall be retained as an electrical easement.

Such easement to be vacated and retained as shown on Exhibit "A" attached hereto, dated July 25, 2017 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.

Approved as to Form	by _____
August 4, 2017	City Attorney

ORDINANCE NO. 9639 (Cont.)

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

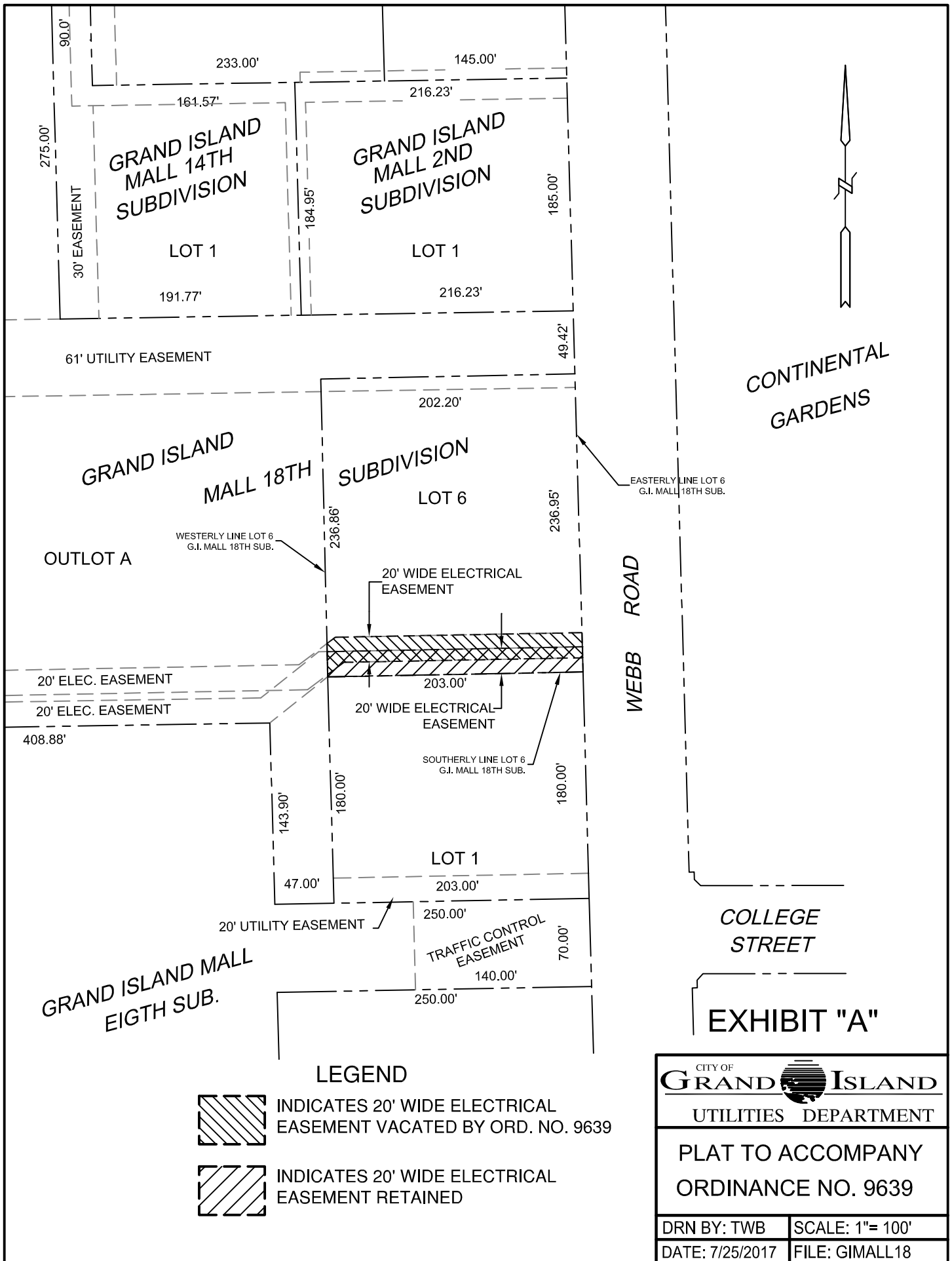
SECTION 4. This ordinance shall be in force and take effect from and after its passage and approval, and publication, without plat, within fifteen days, in one issue of the Grand Island Independent as by law provided.

Enacted: August 8, 2017.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk



LEGEND



INDICATES 20' WIDE ELECTRICAL EASEMENT VACATED BY ORD. NO. 9639



INDICATES 20' WIDE ELECTRICAL EASEMENT RETAINED

CITY OF Grand Island	
UTILITIES DEPARTMENT	
PLAT TO ACCOMPANY ORDINANCE NO. 9639	
DRN BY: TWB	SCALE: 1"= 100'
DATE: 7/25/2017	FILE: GIMALL18



City of Grand Island

Tuesday, August 8, 2017

Council Session

Item F-3

#9640 - Consideration of Creation of Water Main District 470T - Highway 2 from North Road, east approximately 1/2 mile

Staff Contact: Tim Luchsinger, Utilities Director

Council Agenda Memo

From: Tim Luchsinger, Utilities Director

Meeting: August 8, 2017

Subject: Ordinance #9640 - Creation of Water Main District 470T Highway 2 from North Road East Approximately ½ Mile

Presenter(s): Tim Luchsinger, Utilities Director

Background

The proposed Water Main District 470T is an integral part of the Utilities Department's Master Plan. The work was identified as a needed connection along the northerly side of the system. The project will extend a new City water main along the southerly side of Nebraska Highway 2 from the existing water line in North Road, easterly approximately ½ mile. It will provide redundancy and increased pressures and flow for the area and allows for future developments.

Discussion

Water Main District 470T will be constructed as a connection fee district. This is the City's standard method for installing connections in undeveloped areas. This method allows the City to be reimbursed for the related project costs when an adjacent property receives municipal service. The associated fees are not collected until the user connects to (taps) the main.

Alternatives

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

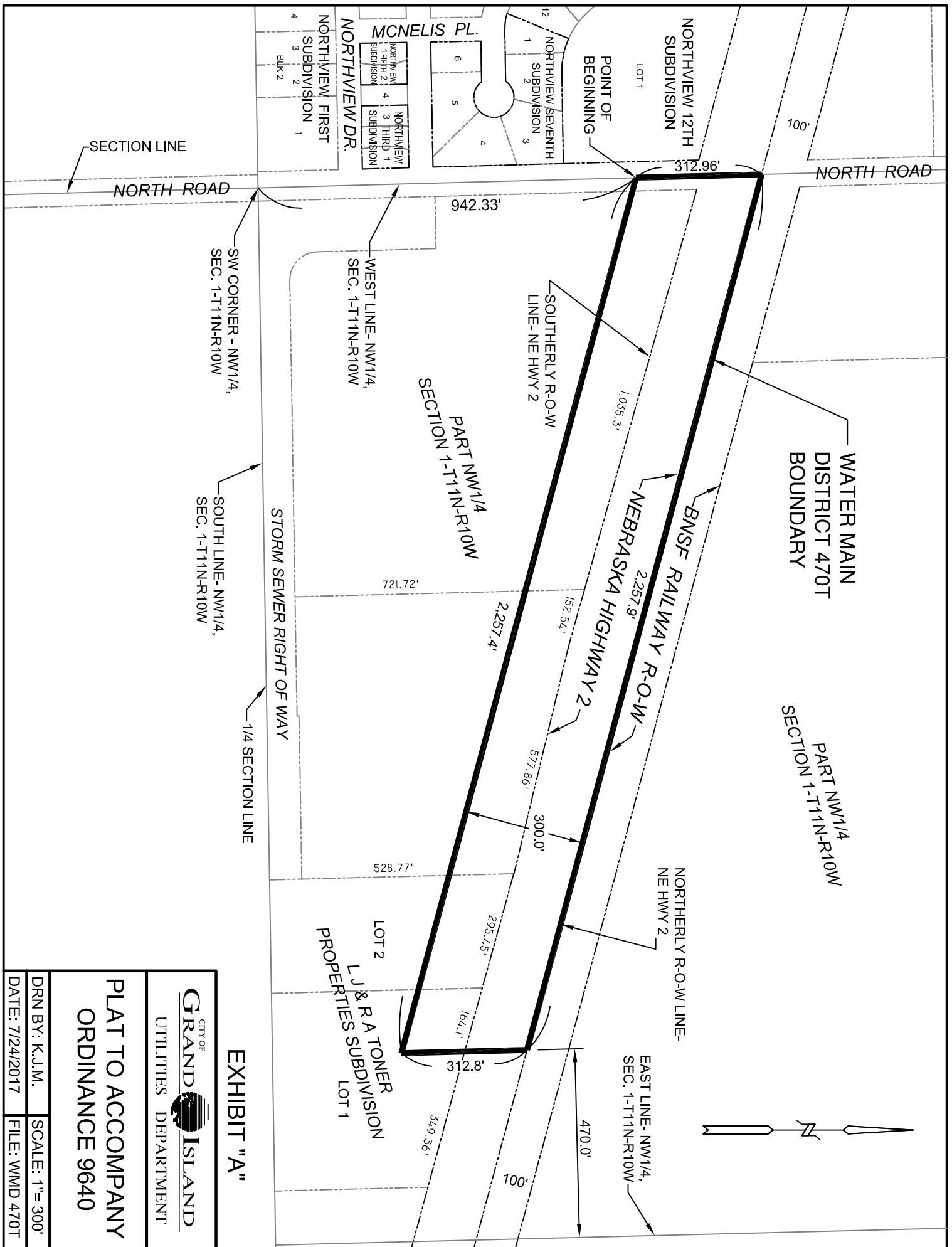
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council approve Ordinance #9640 creating Water Main District 470T – Highway 2 from North Road east, approximately ½ mile.

Sample Motion

Move to approve Ordinance #9640 for the creation of Water Main District 470T – Highway 2 from North Road east, approximately ½ mile.



WATER MAIN DISTRICT 470THighway 2 and North Road
Ordinance 9640Ownerships: 7/26/2017
District Created: 8/8/2017

PARCEL NO.	DESCRIPTION	DOCUMENT NO.			FRONT FOOTAGE	CONNECTION FEE S
400149494	Part of the SW1/4, NW1/4, Sec.1, T11N, R10W See descrption for Tract 1	201701200	Owner: Address: City, State: Zipcode:	GC Mini Storage, LLC PO Box 191 Ord, NE 68862	1,035.30	
400149496	Part of the SW1/4, NW1/4, Sec.1, T11N, R10W See descrption for Tract 2	201700592	Owner: Address: City, State: Zipcode:	3801 Nebr Hwy 2 LLC 2019 Bass Road Grand Island, NE 68801	730.40	
400149508	Part of Lot 2, R.A. Toner Properties Subdivision See descrption for Tract 3	200610144	Owner: Address: City, State: Zipcode:	SJT Properties, LLC 3721 W Hwy 2 Grand Island, NE 68803	295.45	
400149516	Part of Lot 1, R.A. Toner Properties Subdivision See descrption for Tract 4	200610100	Owner: Address: City, State: Zipcode:	SJT Properties, LLC 3721 W Hwy 2 Grand Island, NE 68803	164.10	

Tract 1. Parcel 400149494

Commencing at the SW corner of the NW/4, Section 1, Township 11 North, Range 10 West of the 6th PM, Grand Island, Hall County, Nebraska; Thence northerly along the westerly line of said NW/4, a distance of 1,103.17' to a point on the southerly R-O-W line of Nebraska Highway 2; Thence S73°21'52"E along said R-O-W line to the easterly R-O-W line of North Road, being the Actual Point Of Beginning; Thence continuing S73°21'52"E along said R-O-W line, a distance of 1,035.3' to the easterly line of the tract of land described In Document # 201701200 recorded in the Register Of Deeds Office, Hall County, Nebraska; Thence southerly along said easterly line to a point 300.0' distant and parallel with the northerly R-O-W line of the Nebraska Highway 2; Thence northwesterly 300.0' distant and parallel with the northerly R-O-W line of the said Nebraska Highway 2, to the easterly R-O-W line of said North Road; Thence northerly along the easterly R-O-W line of said North Road to the said Point Of Beginning.

Tract 2. Parcel 400149496

Beginning at the NW corner of Lot 2 L.J.& R.A. Toner Properties Subdivision, Grand Island, Hall County, Nebraska, being a point on the southerly R-O-W line of Nebraska Highway 2; Thence southerly along the westerly line of said Lot 2, to a point 300.0' distant and parallel with the northerly R-O-W line of the Nebraska Highway 2; Thence northwesterly 300.0' distant and parallel with the northerly R-O-W line of the said Nebraska Highway 2, to the westerly line of the tract of land described In Document # 201700592 recorded in the Register Of Deeds Office, Hall County, Nebraska; Thence northerly along said westerly line to a point on the southerly R-O-W line of said Nebraska Highway 2; Thence S73°21'13"E along said R-O-W line, a distance of 152.54'; Thence S75°32'42"E along said R-O-W line, a distance of 577.86' to the said Point Of Beginning.

Tract 3. Parcel 400149508

Beginning at the NW corner of Lot 2 L.J.& R.A. Toner Properties Subdivision, Grand Island, Hall County, Nebraska, being a point on the southerly R-O-W line of Nebraska Highway 2; Thence southerly along the westerly line of said Lot 2, to a point 300.0' distant and parallel with the northerly R-O-W line of the Nebraska Highway 2; Thence southeasterly 300.0' distant and parallel with the northerly R-O-W line of the said Nebraska Highway 2, to the easterly line of said Lot 2; Thence northerly along the easterly line of said Lot 2 to a point on the southerly R-O-W line of said Nebraska Highway 2; Thence northwesterly along said R-O-W line, a distance of 295.45' to the said Point Of Beginning.

Tract 4. Parcel 400149516

Beginning at the NW corner of Lot 1 L.J.& R.A. Toner Properties Subdivision, Grand Island, Hall County, Nebraska, being a point on the southerly R-O-W line of Nebraska Highway 2; Thence southerly along the westerly line of said Lot 1, to a point 300.0' distant and parallel with the northerly R-O-W line of the Nebraska Highway 2; Thence southeasterly 300.0' distant and parallel with the northerly R-O-W line of the said Nebraska Highway 2, to a point 470.0' westerly and parallel with the easterly line of the NW/4, Section 1, Township 11 North, Range 10 West of the 6th PM, Grand Island, Hall County, Nebraska; Thence northerly and parallel with the easterly line of said NW/4 to a point on the southerly R-O-W line of said Nebraska Highway 2; Thence northwesterly along said R-O-W line, a distance of 164.1' to the said Point Of Beginning

•This Space Reserved for Register of Deeds •

ORDINANCE NO. 9640

An ordinance creating Water Main District 470T in Hall County, Nebraska; defining the boundaries of the district; providing for the laying of water mains in said district; approving plans and specifications and securing bids; providing for the connection fee for connecting to such water main; providing for certification to the Register of Deeds; and providing the effective date hereof.

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

SECTION 1. Water Main District 470T in Hall County, Nebraska, is hereby created for the laying of a twelve (12.0) inch diameter water main with its appurtenances along the southerly side of Nebraska Highway 2 from North Road, east for approximately ½ mile.

SECTION 2. The boundaries of such water main district shall be more particularly described as follows:

Approved as to Form	☐ _____
August 4, 2017	☐ City Attorney

ORDINANCE NO. 9640 (Cont.)

Commencing at the Southwest corner of the Northwest Quarter (NW1/4), Section One (1), Township Eleven (11) North, Range Ten (10) West of the 6th PM, in the City of Grand Island, Hall County, Nebraska; thence northerly, along the westerly line of said Northwest Quarter (NW1/4), a distance of nine hundred forty two and thirty three hundredths (942.33) feet to the ACTUAL Point of Beginning; thence continuing northerly along the westerly line of said Northwest Quarter (NW1/4), a distance of three hundred twelve and ninety six hundredths (312.96) feet to a point on the northerly right-of-way line of Nebraska Highway 2; thence southeasterly along the northerly right-of-way line of said Nebraska Highway 2, a distance of two thousand two hundred fifty seven and nine tenths (2,257.9) feet; thence southerly on a line four hundred seventy (470.0) feet westerly and parallel with the easterly line of the said Northwest Quarter (NW1/4), a distance of three hundred twelve and eight tenths (312.8) feet; thence northwesterly and parallel with the northerly right-of-way line of said Nebraska Highway 2, a distance of two thousand two hundred fifty seven and four tenths (2,257.4) feet to the said Point of Beginning.

SECTION 3. Said improvement shall be made in accordance with plans and specifications approved by the Engineer for the City, who shall estimate the cost thereof. Bids for the construction of said water main shall be taken and contracts entered into in the manner provided by law.

SECTION 4. The cost of construction of such water main connection district shall be reported to the City Council, and the Council, sitting as a Board of Equalization, shall determine benefits to abutting property by reason of such improvement pursuant to Section 16-6,103, R.R.S. 1943. The special benefits shall not be levied as special assessments but shall be certified by resolution of the City Council to the Hall County Register of Deeds. A connection fee in the amount of the special benefit accruing to each property in the district shall be paid to the City of Grand Island at such time as such property becomes connected to the water main in such district. No property thus benefited by water main improvements shall be connected to the water main

ORDINANCE NO. 9640 (Cont.)

until the connection fee is paid.

SECTION 5. This ordinance shall be in force and take effect from and after its passage, approval, and publication, without the plat, as provided by law.

SECTION 6. This ordinance, with the plat, is hereby directed to be filed in the office of the Register of Deeds of Hall County, Nebraska.

SECTION 7. After passage, approval and publication of this ordinance, notice of the creation of said district shall be published in the Grand Island Independent, a legal newspaper and of general circulation in said city without the plat, as provided by law.

Enacted: August 8, 2017.

Jeremy Jensen, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, August 8, 2017

Council Session

Item F-4

#9641 - Consideration of Amendments to Chapter 30 of the Grand Island City Code Relative to Sewers and Sewage Disposal

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

Council Agenda Memo

From: Marvin Strong PE, Wastewater Plant Engineer

Meeting: August 8, 2017

Subject: Consideration of Amendments to Chapter 30 of the Grand Island City Code Relative to Sewers and Sewage Disposal

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

Background

Proposed revisions to Chapter 30 of the City Code have been drafted for City Council consideration. The applicable section of the existing city code with markups is shown in this memo. A clean version of the proposed city code is attached as an ordinance.

Discussion

Since the last revision of Chapter 30; via Ordinance No. 9524 dated February 24, 2015, several changes have taken place to necessitate further updates. The following items are addressed in the attachment and will allow for current and concise information within City Code Chapter 30.

- Establish consistent standard for renewing expiring pretreatment permits
- Reflect new chloride and conductivity limits in the City's NPDES (National Pollution Discharge Elimination System) permit effective on or before January 1, 2021
- Match the Uniform Plumbing code requiring municipal sanitary sewer connections for structures a distance of 200 feet or less from mainline sanitary sewer
- Clean up technical terminology

Alternatives

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

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

4. Take no action on the issue

Recommendation

City Administration recommends that the Council approve the changes to Chapter 30 of the City Code

Sample Motion

Move to approve the ordinance revising a code section in Chapter 30 of the Grand Island City Code.

CHAPTER 30

SEWERS AND SEWAGE DISPOSAL

Article I. Generally

§30-1. Definitions

The definitions of certain words and phrases used in this chapter shall be as follows:

Act shall mean the Clean Water Act of 1977 (PL 95-217), and any amendments thereto, as well as any guidelines, limitations, and standards promulgated by EPA, pursuant to the Act.

Ammonia shall mean the chemical combination of hydrogen and nitrogen occurring in nature expressed as NH_3 , NH_2 , or any of its derivatives as contained in the wastewater flow.

BOD (biochemical oxygen demand) shall mean the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure in five days at 20 degrees ~~Celsius~~Centigrade, expressed in milligrams per liter by weight. BOD shall be determined by standard methods as hereinafter defined.

Biodegradable Oils and Grease shall mean fats, oils, and greases of animal or vegetable origin contained in the wastewater flow.

Building Sewer shall mean that part of the lowest horizontal piping of a drainage system which receives the discharge from soil, waste and other drainage pipes inside the walls of a building and conveys it to the lateral sewer. The building sewer shall extend two feet outside the building wall.

Chloride shall mean the anion Cl^- (Negative Charge at top of CL)

City shall mean the City of Grand Island, Nebraska.

Compatible Wastes shall mean wastes containing pollutants for which the water pollution control plant was basically designed to treat and which are identified in the NPDES permit that is applicable to this treatment plant.

Composite shall mean the makeup of a number of individual samples, so taken as to represent the nature of wastewater or industrial wastes.

Constituents shall mean the combination of particles, chemicals, or conditions which exist in industrial wastes.

Conductivity shall mean the measure of the ability of an aqueous solution to carry an electric charge

Cooling Water shall mean the cleaned wastewaters discharged from any system of heat transfer such as condensation, air conditioning, cooling, or refrigeration.

Department shall mean the City's Department of Public Works.

Director shall mean the Director of the Department of Public Works or his or her authorized representative.

EPA shall mean the United States Environmental Protection Agency.

Hydrogen Sulfide shall mean the chemical combination of hydrogen and sulfide occurring in nature expressed as H_2S , HS^- , or S^{2-} as contained in the wastewater flow.

ICR shall mean industrial cost recovery.

Industrial Plant shall mean any facility which discharges industrial wastes as defined in this ordinance.

Industrial User shall mean:

(A) any nongovernmental, nonresidential user of the City's treatment works which discharges more than the equivalent of 25,000 gallons per day of sanitary waste, or a volume of process waste, or combined process and sanitary waste, equivalent to 25,000 gallons per day of sanitary waste and which is identified in the Standard Industrial Classification Manual under Divisions A, B, D, E, and I; or

(B) any nongovernmental user of the City's treatment works which discharges wastewater to the treatment works which contains toxic pollutants or poisonous solids, liquids, or gases in sufficient quantity either singly or by interaction with other wastes, to injure or interfere with any sewage treatment process, constitute a hazard to humans or animals, create a public nuisance, or create any hazard in or have an adverse effect on the waters receiving any discharge from the treatment works.

Industrial Wastes shall mean the liquid wastes resulting from the processes employed in industrial, manufacturing, trade or business establishments, as distinct from domestic wastes.

Lateral Sewer shall mean the sanitary sewer that extends from the building sewer to the public sanitary sewer system.

Major Contributing Industry shall mean an industrial user that:

(A) has a flow of 50,000 gallons or more per average work day; or

(B) has a waste strength greater than 5 percent of the plant design capacity; or

(C) has in its waste a toxic pollutant in toxic amounts; or

(D) is found to have significant impact, either singly or in combination with other contributing industries, on the water pollution control plant, or upon the quality of the plant effluent.

mg/L shall mean milligrams per liter.

Natural Outlet shall mean any natural outlet extending to a water course, pond, or other body of surface or groundwater.

Normal Strength Wastewater shall mean wastewater with pollutant strength values not exceeding the following:

Ammonia TKN.....	30mg/ 4L
Biochemical Oxygen Demand.....	250300 mg/ 4L
Hydrogen Sulfide.....	0mg/ 4L
Suspended Solids.....	250300 mg/ 4L
Biodegradable Oils and Grease.....	100 mg/ 4L
Chloride	230 mg/L
Nitrate	25 mg/L

Where the nature of the wastewater does not permit BOD determination, COD shall be substituted according to the relation $BOD = (K) (COD)$, where "K" is a constant to be determined by the Department.

NPDES Permit shall mean the National Pollutant Discharge Elimination System Permit as established by the Act. All municipalities, industries, and commercial enterprises that discharge to surface watercourses are required to have NPDES permits approved by EPA and in Nebraska by the Department of Environmental Quality.

Owner shall have the same meaning as Person defined in this section.

Planning Area shall mean the Grand Island planning area as adopted by the Regional Planning Commission.

Person or Owner shall mean any individual, firm, company, association, developer, corporation, or group.

~~pH_P~~ shall mean the logarithm of the reciprocal of the concentration of hydrogen ions in grams per liter of solution.

Pollution shall mean the placing of any noxious or deleterious substance in any waters of the City in quantities which are or may be potentially harmful or injurious to human health or welfare, animal or aquatic life, or property, or unreasonably interfere with the enjoyment of life or property, including outdoor recreation.

Pretreatment shall mean the application of physical, chemical and biological processes to reduce the amount of pollutants in or alter the nature of the pollutant properties in a wastewater prior to discharge into a sanitary sewer.

Public Sewer shall mean the sanitary and/or storm sewers owned by the people of Grand Island and controlled and maintained by the Department of Public Works.

Residential Strength Wastewater shall mean wastewater with pollutant strength values which average ~~250300~~ mg/~~L~~ of BOD and ~~250300~~ mg/~~4L~~ of SS.

Sanitary Sewer shall mean a sewer which carries sanitary wastewater and industrial wastes and to which storm, surface, and groundwaters are not intentionally admitted.

Sanitary Sewerage System shall mean all facilities for collecting, pumping, and transporting wastewater to the water pollution control plant.

Sanitary Wastes or Wastewater shall mean the water carried wastes discharged from building sewers by reason of human occupancy.

Shall is mandatory; May is permissive.

Standard Methods shall mean those procedures or methods established by the latest edition of the "Standard Methods for the Examination of Water and Wastewater," as prepared, approved, and published jointly by the American Public Health Association and the American Water Works Association.

Storm Sewer or Storm Drain shall mean a sewer which carries storm waters, surface runoff, street wash waters and drainage, but which excludes sanitary wastewater and industrial wastes, other than unpolluted cooling water.

Suspended Solids (SS) shall mean solids that either float on the surface of, or are in suspension in, water, wastewater, or other liquids, and which are removable by laboratory filtering, expressed in milligrams per liter (mg/~~4L~~).

Total Kjeldahl Nitrogen (TKN) shall mean the sum of organic nitrogen, ammonia (NH₃), and ammonium (NH₄⁺)

Total Sulfides shall mean the chemical combination of dissolved hydrogen sulfide gas (H₂S); dissolved ionic sulfide in the form of HS⁻ and S⁻² and acid-soluble metallic sulfide present in suspended matter

Toxic shall mean constituents of wastes which adversely affect the organisms involved in wastewater treatment.

Unpolluted Water or Drainage shall mean water to which no pollutants have been added, either intentionally or accidentally.

~~Water Pollution Control Plant~~Wastewater Treatment Facility shall mean the wastewater treatment facility owned and operated by the City for the benefit of all persons located within the City's planning area.

Watercourse shall mean a channel in which a flow of water occurs, either continuously or intermittently.

Wastewater shall mean the liquid and water carried domestic or industrial wastes from dwellings, commercial buildings, industrial facilities, and institutions, together with any groundwater, surface water, and storm water that may be present, whether treated or untreated, which is discharged into or permitted to enter the City's treatment works.

Wastewater Treatment Works shall mean the sanitary sewers, pumping, and other equipment and their appurtenances, and other facilities which are an integral part of the wastewater collection and treatment processes and treatment residue disposal system.

§30-2. Supervision of Sewers and Drains

The director shall control and supervise the construction, repair, and maintenance of all sewers and drainage systems in the planning area, whether the sewers are publicly or privately owned.

§30-3. Wastewater Treatment Facility ~~Water Pollution Control Plant~~

The City may continue operating the existing water pollution control plant and may enlarge or expand the plant from time to time. The City may also construct other similar plants and employ other methods of treating wastewater sufficiently to comply with all applicable federal and state regulations.

§30-4. Authority to Enter Private Property

The director and other duly authorized employees of the Department bearing proper credentials and identification shall be permitted to enter all private properties to which a proper easement is on record for the purpose of surveying, inspection, maintenance, operation, repair, and reconstruction of any portion of the sanitary and storm sewer systems under the management of the Department subject to the terms of the easement.

§30-5. Violation Notices

The Department shall have authority to serve persons discharging in violation of this ordinance with written notice stating the nature of the violation and providing a reasonable time limit for satisfactory compliance. No person may continue discharging in violation of this ordinance beyond the time limit provided in the notice.

§30-6. Damage to Wastewater Treatment Works

No person shall maliciously, willfully, or negligently break damage, destroy, uncover, deface, or tamper with, any structure, appurtenance, or equipment which is a part of the wastewater treatment works. Any person violating this provision shall be punished according to law.

Article II. Sewer and Drainage Districts

§30-7. Establishment

The City may by ordinance divide the area within the planning area into suitable districts for the purpose of establishing sewer and drainage systems.

§30-8. Levy of Special Taxes or Assessments

The City may by ordinance levy special taxes or assessments for the purpose of constructing or extending public sewers. The City may provide for the payment of the construction costs by annual installments for the number of years stated in the ordinances. The taxes or assessments levied upon the real estate located within the sewer district in which the sewers are to be constructed shall be to the extent such property is benefitted.

§30-9. Sewer District Bonds

The City may by ordinance issue bonds designated as "District Sewer Bonds of District No. . . ". The City may establish the bond repayment period and interest rates and levy an assessment against the property owners within the district to provide funds for the annual repayment of the bonds and interest. In the event the levy assessment shall be insufficient to pay the bond and interest payments for any cause, the City shall make a relevy to pay such deficiency.

Article III. Construction of Public, Private Sewer Mains by Other Persons

§30-xx. Any new buildings located within 200 feet of a public sanitary sewer main shall be required to connect to it. §30-xx. Any existing buildings ~~Commercial~~ located within 200 feet of a public sanitary sewer main shall be required to connect to it upon failure of the private septic disposal system serving the building. An interceptor does not qualify as a sanitary sewer main. An interceptor is defined as a primary transport line usually larger than 15".

§30-10. Sewers to Meet Department Standards

The design and construction of all sanitary sewers connected, either directly or indirectly, to the existing sanitary sewer system shall meet all standards and specifications established by the Department.

Private sewer mains shall comply with adopted model plumbing codes and be constructed by licensed plumbing contractors.

§30-11. Plans Signed by Engineer

All sewer construction plans shall bear the signature and seal of the registered professional engineer who has prepared them.

§30-12. Cost to Review Plans

The Department may charge to review plans submitted by persons proposing to construct sewers in the planning area. The charge shall be at a rate per hour established and published from time to time by the Department.

§30-13. Plans Submitted to State

Plans requiring the approval of the State Department of Environmental Quality will be submitted to them by the Director following his or her approval of the plans.

§30-14. Construction Permit

The property owner, owner's agent or contractor, shall obtain a construction permit from the director after the engineering reports, plans, and specifications have been approved by the director, and before any sewer construction work has started.

§30-15. Workmanship and Materials

All workmanship and materials shall comply fully with the requirements of the approved plans and specifications. If at any time within one year after the date of the final inspection any defect should appear, which in the opinion of the director is due to inferior materials or workmanship, the contractor shall do whatever is necessary to remedy the defects at no cost to the City. The Department will notify the contractor in writing of the defects and repairs to be made. If the contractor fails to begin repairs within ten days, the Department may cause the defects to be remedied and charge the cost and expense involved to the contractor or contractor's surety. The contractor's surety shall not be relieved until the defects or repairs are corrected and approved and a written release is furnished the surety by the Department.

§30-16. Sewer Inspection and Approval

The director shall investigate and approve or reject the laying of all sewers and drains. The director shall have the right to enter property containing sewers or drains at all reasonable hours for inspection and investigation purposes.

§30-17. Certificate of Inspection

No architect, owner, agent, or contractor shall accept any sewer laying or drain laying of any description prior to the issuance of a certificate of inspection and approval by the director.

§30-18. Conforming Plans

Before sewers which are constructed by others and connected to the City's sanitary sewerage system will be accepted, plans that conform to construction records must be presented to the Department. Data shown on the plans shall be as specified by the Department.

Article IV. Lateral Sewers

§30-19. Owner Responsibilities

All costs and expense associated with the installation and connection of lateral sewers shall be borne by the owner. The owner shall indemnify the City from any loss or damage that may directly or indirectly result from installing lateral sewers.

Lateral sewers shall be connected, as required by Chapter 30, Article III; to a public sewer system where available or a private sewer system in accordance with adopted model plumbing code and State of Nebraska regulations.

§30-20. Lateral Sewer to Serve Each Building

One sewer tap shall be provided for every tract or parcel of land, except, upon written request to the director or the administrative authority for an exception.

§30-21. Prohibited Connections

No person shall connect interior or exterior roof downspouts, interior or exterior foundation drains, areaway

drains, or other sources of surface runoff or ground water to a lateral sewer or a building drain which in turn is connected directly or indirectly to a public sanitary sewer.

The Public Works Director may inspect or cause to be inspected any residential, commercial and/or industrial facility for prohibited connections at any reasonable time.

Any cross-connection between a potable water supply and a sanitary sewer shall be prohibited.

§30-22. Connection Regulations

The connection of any lateral sewer into the public sanitary sewer system shall conform to the requirements of the building and plumbing codes or other applicable rules and regulations of the City. All such connections shall be made gas tight and water tight. Any deviation from the prescribed procedures and materials must be approved by the director before installation.

§30-23. Construction Regulations

The kind and size of materials, slope and alignment of a lateral sewer, and the methods used in excavating, placing of the pipe, jointing, testing, and backfilling the trench, shall all conform to the requirements of the building and plumbing codes or other applicable rules and regulations of the City.

§30-24. Reserved

§30-25. On-Site Requirements

All excavations for lateral sewer installation shall be adequately guarded with barricades and lights to protect the public from hazard. Streets, sidewalks, parkways, and other public property disturbed in the course of the work, shall be restored in a manner satisfactory to the director.

Article V. Connecting to Existing Public Sewers

§30-26. Connections by Licensed Plumbers

No person shall make any opening in, addition to, alterations of, connections with, or tap any public sewer or associated appurtenances unless they are a licensed plumber and have complied with all the conditions and requirements of the City, ~~including the filing with the city clerk of a surety bond, approved by the director, in the sum of one thousand five hundred dollars.~~

§30-27. Permit Required

Before connecting with, tapping, modifying, altering or repairing any public sewer in the City a plumber shall first obtain a written permit from the director. The permit shall be posted upon the premises at all times during the progress of the work.

§30-28. Applications for Permits

Applications for permits to connect, tap, construct, modify or make attachments to public sewers shall be made to the director upon forms provided by the City. Such applications shall be accompanied by a fee in accordance with the City of Grand Island Fee Schedule to cover the cost of inspection, recording, and other expenses. The application shall show the exact location of the proposed work, and when requested by the director, the plumber shall provide plans or specifications of the proposed work. When required, an application shall be on file with the director twenty-four hours before the issuance of a permit. If work is commenced prior to application for the permit, an investigation fee in addition to the permit fee in the same amount as the permit fee shall be assessed. Each permit shall expire six (6) months from date of issuance.

§30-29. Connections When Property Not Assessed

No person shall connect with or tap any sanitary or storm sewer in the City when the property to be served has not been assessed for lateral services. In this event, no plumber or other person shall make any connection with or tap any sewer, nor shall the director grant a connection permit until the owner of the property to be served or the person desiring such connection first makes formal application to the director for permission to tap or connect with the public sewers, and complies with the conditions and requirements of the City which may include the payment of an equitable amount for lateral service. The director reserves the right to refuse to grant a permit to any person who shall desire to connect with the public sewers, where the property to be served has not been assessed for lateral service, or, if assessed, has not made such payment for any reason whatever.

§30-30. Excavations In Streets

Excavations in streets and alleys for the purpose of constructing, repairing, altering or tapping sewers shall be

made in a manner that will impede travel as little as possible. The director may determine and limit the time such excavations remain open and when unnecessarily delayed, may direct that the number of workmen be increased. Warning lights shall be maintained at all unfinished work, from dark to daylight. All work is to be done in accordance with OSHA rules and regulations. After the work has been completed, the streets or alleys shall be repaired to the satisfaction of the director. Within one year of the excavation, the director may require the excavation to be refilled if settling has occurred.

§30-31. Sewer Trenches

Sewer trenches shall be braced in accordance with industry standards and OSHA rules and regulations~~more than six feet deep and all other trenches, when required by the director, shall be properly braced.~~

§30-32. Exposure of Sewer Pipe to Frost

No person shall dig up or uncover any public sewer so as to expose it to frost, except under the direction of the director.

§30-33. Materials and Construction Procedures

All connections with the public sewers must be made with the kind and size of materials approved by the director. When a connection is made to a public sewer a saddle shall be used and the connection shall be made under the supervision of the director.

A maximum of only one connection may be made on each length of public sewer pipe. Additional connections may be made only after written authorization is granted by the director. Said authorization shall be noted on the permit required pursuant to §30-27.

§30-34. Disconnection of Drains

The director shall have the right to disconnect any drain from the public sewers which is found to be used contrary to the provisions of this Article.

§30-35. Revocation of Plumber's License

The city council may at any time revoke the license of any plumber found guilty of violating this Article or refusing to cooperate with the director in performing his or her duties.

§30-36. Violations of this Article

Any owner, architect, agent, plumber, contractor, or other persons failing, neglecting, omitting, resisting, or refusing to comply with any of the rules or regulations of this Article shall be deemed guilty of a misdemeanor.

Article VI. Private Wastewater and Septic Tank Waste Disposal

§30-37. Outside Water Closets

The construction of outside water closets, known as the "frost-proof" type, shall be prohibited.

§30-38. Privies Prohibited in Dwellings

~~It shall be unlawful for any person to permit any privy or privy pit to be connected with, or to remain connected with, or contained in any dwelling, house, or building within the City.~~ Privies are prohibited within City limits.

§30-39. Community and Private Disposal Systems

Community Disposal Systems

The owner of a private wastewater treatment system (lagoon, mechanical, etc.) within City limits, providing service to multiple buildings and operating under an NPDES (National Pollution Discharge Elimination System) Permit issued by the NDEQ (Nebraska Department of Environmental Quality) shall connect to a public sanitary sewer within 12 months after it becomes available. Availability is defined when the building is located within 200 feet of a public sanitary sewer main.

Private Disposal Systems

Where a public sanitary sewer is not available to a building, the lateral sewer shall be connected to an individual private wastewater disposal system complying with appropriate rules and regulations in this ordinance and the State of Nebraska. The definition of available shall be found in the adopted model plumbing code.-

The owner shall, at owner's own expense, operate and maintain such private wastewater disposal facility to the satisfaction of the director.

§30-40. Unlawful Connection to Public Sewers

It shall be unlawful for any private residential wastewater disposal facility to be connected to any public sewer.

§30-41. Disposal of Septic Tank Waste

No person shall discharge septic tank waste into any watercourse or storm sewer. This type of waste may be discharged into the City's wastewater treatment works only at hose locations and in a manner designated by the director.

§30-42. Permits for Discharge of Septic Wastes

Permits for discharge of septic tank waste shall be required. The permits may be obtained by filling out an application form furnished by the director. ~~A separate permit shall be obtained for each tank vehicle upon payment of an annual fee in an amount as established by the director from time to time. These permits shall be displayed at all times on the vehicles for which the permit was purchased. Permits must be renewed annually on or before the first regular business day of each year. The capacity in gallons of each tank vehicle shall be clearly marked on the side of the tank.~~

§30-43. Discharge Fee

Any person discharging septic tank waste into the wastewater treatment works shall pay the Department at a rate per one hundred gallons of tank capacity (or fraction thereof) as a wastewater disposal charge, the rate to be established by the city council.

Article VII. Prohibited Discharges

§30-44. Storm Water and Unpolluted Drainage

Storm water and all other unpolluted drainage shall be discharged into sewers specifically designed and designated as storm sewers or to a natural outlet.

No person shall discharge or cause to be discharged, either directly or indirectly, to the sanitary sewer system any surface water, ground water, roof runoff, subsoil or sub-surface drainage, cooling water, or unpolluted industrial process water. Any such connections made either before or after the effective date of these rules and regulations shall be considered illegal and shall be subject to immediate removal by the owner and at the owner's expense.

Should the owner of an illegal connection fail to remove it within ninety days after being notified by the director to do so, the director may cause the connection to be removed and the cost billed to the owner of the property served by the illegal connection.

§30-45. Sanitary and Other Polluted Waters

No person shall discharge or cause to be discharged to any natural outlet or storm sewer any sanitary wastewater or other polluted waters. Effluent from privately-owned individual household disposal devices shall not be discharged to storm sewers.

§30-46. Other Prohibited Discharges

No person shall discharge, or cause to be discharged to, any sanitary sewer, any of the following described substances, water, or wastes unless authorized by the Public Works Director:

(1) Any liquid or vapor having a temperature higher than 65 degrees ~~Centigrade~~ Celsius (150 degrees Fahrenheit).

(2) Wastes containing oil or grease of petroleum origin shall be prohibited.

(3) Any gasoline, benzene, naphtha, fuel oil, mineral spirits, commercial solvent, motor oil, or other flammable or explosive liquid, solid or gas, or any other petroleum derivative.

(4) Any water or wastes containing dissolved gases (such as hydrogen sulfide, ~~sulphur~~ sulfur dioxide, nitrogen oxides, and ammonia) in concentrations sufficient to cause poisonous or toxic fumes or waste-water, or a malodorous or harmful condition.

(5) Any ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, asphaltic materials, cement or concrete, paunch manure, hair and fleshings, entrails, lime slurry, lime residues, beer or distillery spent grains, chemical residues, paint residues, cannery waste, bulk solids, or any other solid or viscous substances, in amounts capable of causing obstructions to flow in sewers or interference with the proper operation of the wastewater treatment works.

(6) Any waters or wastes having a ~~Ph~~ pH lower than ~~6.05~~ 6.0 or higher than 9 at any time, or having any other corrosive property capable of causing damage or being a hazard to structures, equipment and personnel of the wastewater treatment works.

(7) Any waters or wastes containing pollutants in the form of compounds or elements, in solution or suspension, in concentrations exceeding the following:

Pollutant

Maximum Concentration in mg/L

Arsenic (AS).....	0.050
Barium (BA).....	1.000
Cadmium (Cd).....	0.100
Chromium (Cr) (Total).....	3.000
Copper (Cu).....	1.000
Cyanides (CN).....	2.000
Lead (Pb).....	0.100
Manganese (Mn).....	1.000
Mercury (Hg).....	0.005
Nickel (Ni).....	1.000
Selenium (Se).....	0.030
Silver (Ag).....	0.100

The maximum concentrations shown for the above metals may be used as a guide in design and plant control, but may be altered by the director in the event of accumulative overload on the water pollution control plant.

(8) Any waters or wastes containing heavy metals and toxic materials in concentrations prohibited by state or federal rules, including but not limited to:

Antimony	Strontium
Beryllium	Tellurium
Bismuth	Fungicides
Boron	Herbicides
Cobalt	Pesticides
Molybdenum	Uranyl ion
Rhenium	

unless the permit required for discharge of industrial wastes specifies conditions of pretreatment, concentrations, and volumes.

(9) Any noxious or malodorous gas or substance, capable of creating a public nuisance or hazard to life or preventing entry into sewers for their inspection, maintenance, and repair.

(10) Any waters containing quantities of radium, naturally occurring, or artificially produced radioisotopes in excess of presently existing or subsequently accepted limits for drinking water as established by the national committee on radiation protection and measuring.

(11) Any concentrated dye wastes, spent tanning solutions, or other wastes which are highly colored, or wastes which are of unusual volume, concentration of solids, or composition that may create obstruction to the flow in sewers or interference with the wastewater treatment processes without proper pretreatment and written approval of the director.

(12) Waters or wastes containing substances which are not amenable to treatment or reduction by the wastewater treatment processes employed, or are amenable to treatment only to the degree that the wastewater treatment plant effluent cannot meet the requirements of the NPDES permit.

(13) Any water or wastes containing more than 2,000 mg/4-L total solids, maximum of 100,000 gallons.

(14) Any water or wastes containing more than 230 mg/L chlorides monthly average concentration, 380 mg/L chlorides daily maximum concentration (November 1 – February 28 (29), 389 mg/L chlorides daily maximum concentration (June 1 – October 31) and 390 mg/L daily maximum concentration (March 1 – May 31).

(15) Any water or wastes containing Conductivity greater than 2,000 umhos/cm monthly average (April 1 – September 30)

~~(14)~~ (16) Wastes at a flow rate and/or pollutant discharge rate which is excessive over short periods of time so that there is a treatment process overload and subsequent loss of treatment efficiency.

§30-47. Dilution

The admission into the public sewers of any waters or wastes in volumes, or with constituents, such that existing dilution conditions in the sewers or at the treatment plant would be adversely affected, shall be subject to review and approval of the director. Where necessary, in the opinion of the director, pretreatment or equalizing units may be required to bring constituents or volume of flow within an acceptable level, and to hold or equalize flows so that no peak flow conditions may hamper the operation of any unit of the sewer system. The equalization or holding unit shall have a capacity suitable to serve its intended purpose, and be equipped with acceptable outlet control facilities to provide flexibility in operation and accommodate changing conditions in the waste flow.

§30-48. Deleterious Discharges

If any waters or wastes are discharged, or are proposed to be discharged, to the public sewers, which contain substances or possess the characteristics enumerated in the preceding sections of this article, and which in the judgment of the director or the local, state, and federal agencies having jurisdiction, may have a deleterious effect upon the wastewater

treatment processes, equipment, or receiving waters, or which otherwise create a hazard to life or constitute a public nuisance, the director may:

- (1) Reject the wastes;
- (2) Require pretreatment to an acceptable condition for discharge to the public sewers;
- (3) Require control over the quantities and rates of discharge;
- (4) Require payment to cover the added cost of handling and treating the wastes not covered by ~~existing taxes or~~ sewer user charges.

In forming his or her opinion as to the acceptability of wastes, the director will give consideration to such factors as the quantities of subject wastes in relation to flows and velocities in the sewers, materials of construction of the sewers, nature of the sewage treatment process, capacity of the sewage treatment plant, degree of treatability of wastes in the sewage treatment plant, and other pertinent factors. Any waters or wastes having a BOD concentration greater than ~~250~~300 mg/4-L or a SS concentration greater than ~~300~~250 mg/4-L or an average daily flow greater than 5 percent of the average total sewage flow of the City shall be subject to the review of the director.

If the director permits the pretreatment or equalization of waste flows, the design and installation of the plants and equipment shall be subject to the review and approval of the director, and the local, state, and federal agencies having jurisdiction and subject to the requirements of all applicable codes, resolutions, and laws. See §30-54.

In the event of an accidental spill or unavoidable loss to the drains of any deleterious materials, the owner shall promptly notify the director of the nature of the spill, the quantity, and time of occurrence.

§30-49. Wastes from Garbage Grinders

Food Waste Grinders installed in dwellings shall be regulated by the Plumbing Code.

No business establishment shall install any garbage grinder or replace an existing garbage grinder after the effective date of this ordinance, without approval of the City Engineer in conformance with the Uniform Plumbing Code as adopted by the City.

All garbage grinders shall shred the waste to a degree that all particles will be carried freely under normal flow conditions prevailing in the public sewer. Garbage grinders shall not be used for grinding plastic, paper products, inert materials, or garden refuse.

All waste is subject to Section 30-48 regarding Deleterious Discharges and the latest edition of the fee schedule for extra strength waste.

Amended by Ordinance No. 9506, effective 11/04/2014

§30-50. Grease, Oil, and Sand Traps

Grease (animal), oil, and sand interceptors, or traps, shall be provided by the owner when, in the opinion of the director, they are necessary for the proper handling of liquid wastes containing grease in excessive amounts, sand, or other harmful ingredients; except that interceptors shall not be required for private living quarters or dwelling units. All interceptors shall be of a type and capacity approved by the director and shall be so located as to be readily and easily accessible for cleaning and inspection.

Interceptors will be maintained at appropriate intervals and proof of maintenance will be maintained for at least three (3) years. Manifests showing the material removed from the interceptors was disposed of in a proper manner will be maintained for at least three (3) years.

§30-51. Unlawful Use of Manholes

Opening or entering manholes for any purpose whatever is strictly prohibited, except by persons duly authorized to do so.

No person shall discharge any substance directly into a manhole or other opening in the public sewers other than through an approved building sewer, unless upon written application to the director and payment of the applicable user charges and fees, and the director issues a permit for such direct discharges.

Article VIII. Industrial Wastes and Discharge Permits

§30-52. Major Contributing Industries

All major contributing industries proposing to directly or indirectly connect to or discharge wastes into the sanitary sewers shall obtain a discharge permit before connecting to or discharging into these sewers.

§30-53. Industrial Wastes; Requirements

Persons proposing to or who actually discharge industrial wastes which contain none of the prohibited ingredients or characteristics set forth in Article VII of this ordinance, other than excessive concentrations of BOD, suspended solids

and grease, hydrogen sulfide, or ~~TKN~~~~ammonia~~ shall be required to pretreat their wastes to meet the requirements of "Normal Strength Wastewater" with the exception that wastes may be accepted for treatment if all the following requirements are met:

- (1) The wastes will not cause damage to the sanitary sewer system;
- (2) The wastes will not impair the wastewater treatment process;
- (3) The discharger of the waste agrees to pay a surcharge over and above the published sewer rates when the waste strength exceeds that of "Normal Strength Wastewater." See Article IX.

§30-54. Pretreatment Requirements

When the Director determines that any industrial waste will be harmful to the structures, treatment processes or operation of the wastewater treatment works, or detrimental to the water pollution control plant effluent, the person discharging the waste shall provide, at his or her own expense, preliminary treatment or processing facilities as may be determined by the director as necessary to make the waste acceptable for admission to the public sanitary sewers.

When the director determines that an industrial waste must be pretreated, the owner shall submit plans and specifications of the proposed pretreatment facilities, and any other pertinent information relating to proposed preliminary treatment facilities by an approved registered professional engineer authorized to do business in the State of Nebraska to the director for review, and no construction of such facilities shall be commenced until said approvals are obtained in writing. After the plans and specifications are reviewed as submitted, or as amended by the director, the owner shall proceed to provide pretreatment facilities. If the pretreatment facilities are completed according to the plans and specifications, and the owner provides a proper sewer connection permit from the plant to the sanitary sewers, the director will issue the owner an industrial waste discharge permit authorizing such connection and permitting the owner to discharge waste into the sanitary sewers at the rate, ~~and in the~~ quantity, quality and other conditions stated in the permit. These pretreatment facilities shall be maintained continuously in satisfactory and effective operation by the owner at the owner's expense.

§30-55. Discharge Permit; Application

Persons requiring a discharge permit shall complete and file with the Department an application in the form prescribed by the director and accompanied by applicable fees. Except as otherwise agreed in writing by the director, the applicant shall submit, in units and terms appropriate for evaluation, the following information:

- (1) Name, address, and Standard Industrial Classification (SIC) number of applicant.
- (2) Volume of waste to be discharged.
- (3) Waste constituents and characteristics including BOD, suspended solids, pH, biodegradable oils and grease, ~~total hydrogen sulfides, ammonia~~~~TKN~~, and any others required by the director.
- (4) Time and duration of discharge.
- (5) Average and thirty minute peak waste flow rates, including daily, weekly, monthly, and seasonal variations, if any.
- (6) Ground plan or plat sufficient to indicate locations of building sewers, building drains, process waste sewers, monitoring facilities and pretreatment facilities with respect to buildings, property lines, streets, public sewers, and industrial process facilities.
- (7) Description of plant activities, facilities, and processes, including all types of waste which are or could be discharged.
- (8) Each product produced by type, amount, and rate of production when required to determine compliance with pretreatment standards.
- (9) Number and type of employees, and hours of work.
- (10) Any other information the director may feel is necessary to evaluate the permit application.

The Department will evaluate the data furnished and may require additional information. After evaluation of the data furnished, the director may issue a discharge permit subject to the terms and conditions of this ordinance. Wastewater constituents and characteristics shall not be recognized as confidential information.

§30-56. Discharge Permit; Requirements

Discharge permits may contain any or all of the following conditions and requirements:

- (1) The average and maximum waste pollutant concentrations permitted to be discharged into the sanitary sewers.
- (2) The maximum daily amounts of BOD, suspended solids, pH, biodegradable oils and grease, ~~total hydrogen sulfides, TKN and ammonia, chlorides and conductivity~~ permitted to be discharged into the sanitary sewers.
- (3) Limits on rate and time of discharge and requirements on flow regulations and equalization.
- (4) Requirements for installation of inspection and sampling facilities.
- (5) Pretreatment requirements.

- (6) Specifications for monitoring programs which may include sampling locations, frequency and methods of sampling and the number, types, and standards for tests and reporting schedule.
- (7) Requirements for submission of technical reports or discharge reports.
- (8) Requirements for maintaining plant records relating to waste discharges as specified by the director and making the records available to the Department.
- (9) Additional requirements as may be determined by the director.

§30-57. Discharge Permit; Term

Permits shall be issued for a specified period of time but in no event shall a permit extend beyond ~~five (5)~~^{three} years from the date of issuance. ~~Ninety~~^{Thirty} days prior to the expiration of the permit, the owner shall apply to the Department for a renewal of the permit.

The owner shall be notified in writing of any proposed changes in the permit at least thirty days prior to the effective date of change. The notice shall include a specified time schedule for compliance. This time schedule shall be based on practical delivery and construction time requirements, and shall become part of the permit.

§30-58. Discharge Permit; Not Transferable

Waste discharge permits are issued to a specific owner for a specific operation. A waste discharge permit shall not be reassigned or transferred or sold to a new owner. A waste discharge permit shall not be transferred to a new or significantly changed operation.

§30-59. Discharge Permit; Revocation

Any owner who violates any of these rules and regulations, or applicable state and/or federal regulations, or any of the following conditions which are hereby made part of every permit, whether stated therein or not, is subject to having owner's permit revoked:

- (1) The owner shall factually report the waste constituents and characteristics of the discharge.
- (2) The owner shall report significant changes in operation, or in waste constituents and characteristics.
- (3) The owner shall allow reasonable access to owner's plant or facilities for the purpose of inspection or monitoring.
- (4) The owner shall comply with each and every term and condition of the permit.

Before a permit is revoked, the owner shall be sent written notice fifteen days in advance of the date of a hearing by the director. The owner shall have the opportunity to present evidence at the hearing. The director shall notify the owner in writing of the decision by no later than fifteen days after the hearing.

§30-60. Monitoring Facilities

The director may require any industrial plant owner to construct, at the owner's expense, monitoring facilities to allow inspection, sampling, and flow measurement of the lateral sewer or internal drainage systems, and may also require sampling or metering equipment to be provided, installed, and operated at the owner's expense.

The monitoring facility shall be situated on the owner's property and located so that it will not be obstructed by landscaping or parked vehicles.

The personnel of the Department shall have access to the monitoring facilities at all times for inspection and sample collection. If the facilities are locked, special arrangements shall be made to allow access. The Department's personnel shall also have the right to set up monitoring devices at the facilities. There shall be ample room in or near such monitoring facilities to allow adequate sampling and composition of samples for analysis. The monitoring facilities, sampling, and measuring equipment shall be maintained at all times in a safe and proper operating condition at the expense of the owner.

The sampling and monitoring facilities shall be provided in accordance with the Department's requirements, standards and specifications. Unless a time extension is otherwise granted by the director, construction shall be completed within ninety days following the issuance of written notification by the Department.

§30-61. Access to Owner's Property

The owner of any industrial plant where waste is created or discharged shall allow the employees of the Department ready access at all reasonable times to all parts of the property for the purposes of inspection or sampling or for the performance of their duties. The Department shall have the right to set up on the owner's property such devices as are necessary to conduct sampling or metering operations. Where an owner has security measures in force which would require proper identification and clearance before entry into the facilities, the owner shall make necessary arrangements with its security guards so that upon presentation of suitable identification, personnel from the Department will be permitted to enter without delay for the purpose of performing their specific responsibilities. While performing the work, the Department personnel shall observe all safety rules established by the owner and applicable to the plant or facilities. The Department shall have no authority to inquire into any processes including metallurgical, chemical, oil, refining, ceramic,

paper, or other industries beyond that point having a direct bearing on the kind and source of discharge to the sewers or facilities for waste treatment.

§30-62. Reliability of Monitoring Facilities

Approval of proposed monitoring facilities or equipment by the director does not, in any way, guarantee that those facilities or equipment will function in the manner prescribed by their constructor or manufacturer; nor shall they relieve a person of the responsibility to enlarge or otherwise modify such facilities to accomplish the intended purpose.

§30-63. Sampling Methods

All measurements, tests, and analyses of the characteristics of industrial wastes shall be determined in accordance with EPA approved methods published in the latest edition of *Standard Methods for the Examination of Water and Wastewater* published by the American Health Association and American Water Works Association, or *Methods for Chemical Analysis of Water and Wastes* published by the Environmental Monitoring and Support Laboratory, Office of Research and Development, U.S. Environmental Protection Agency, and shall be determined at the monitoring facilities or from samples taken at the monitoring facilities. In the event no special monitoring facility has been installed, the sampling shall be done at the nearest downstream manhole in the public sewers to the point at which the building lateral sewer is connected. Sampling shall be carried out by customarily accepted methods to reflect the effects of waste constituents upon the wastewater treatment works and to determine the existence of possible hazards to life, limb and property.

§30-64. Special Contracts or Agreements

No statement contained in these rules and regulations shall be construed as preventing any special agreement or arrangement between the City and any person whereby an industrial waste of unusual strength or character may be accepted by the Department for transport and/or treatment, subject to applicable fees or payments.

§30-65. Excessive Pollutant Penalty

If a person discharges amounts of permissible pollutants in excess of the amounts permitted in the discharge permit, as stated in §30-56, a penalty of one thousand dollars per day of violation shall be imposed and paid by the person discharging wastes in violation of the permit.

§30-66. Indemnity

In the event a person does discharge excessive amounts of pollutants in violation of the discharge permit, said person shall agree to indemnify and hold the City harmless against and from any and all loss, damage, claims, demands, actions, causes of action, penalties, judgments, costs, and expenses of whatsoever nature which may result from injury to or death of persons whomsoever, or from loss or destruction of or damage to property whatsoever, or results in the City being in violation of state or federal regulatory agency requirements, when such violation, injury, death, loss, destruction, or damage arises in any way in connection with or incident to a person depositing amounts of industrial waste in excess of those permitted in the discharge permit into the City's sanitary sewers. It must be proved, on an individual case basis, that a person's depositing of excessive amounts of pollutants, on a daily basis, was in fact the cause of a violation, injury, death, loss, destruction, or damage, and that the excessive discharge was not due to force majeure.

§30-67. Charges to Major Industries

Each major contributing industry shall be assessed a monthly charge that reflects the City's cost of owning, operating, and maintaining the facilities used to serve these customers. The monthly charges shall be determined from time to time based upon analysis of the costs of capital and operation and maintenance costs associated with the facilities used to provide service.

Article IX. Industrial Waste Surcharge

§30-68. When Surcharge Is Applicable

An industrial waste surcharge shall be assessed against any person discharging industrial wastes into the City's sanitary sewer system where the contributed waste strength exceeds that of "Normal Strength Wastewater" as defined in §30-1. Persons subject to the industrial waste surcharge shall be subject to the regular sewer user charges.

§30-69. Pollutants Subject to Surcharge

The monthly amount of pollutants subject to the surcharge will be based on the average loading per plant operating day, in excess of ~~250300~~ mg/4-L for BOD or suspended solids, in excess of 100mg/4-L for biodegradable oils and grease, in excess of 30mg/4-L for ~~TKN-ammonia~~, in excess of ~~0mg~~25 mg/4-L for Nitrates, in excess of 0 mg/L for hydrogen sulfide, lower than 6.0 or higher than 9 for pH, times the number of operating days per month.

§30-70. Amount of Surcharge

The industrial waste surcharge to be assessed each month will be determined by application of the rates then in effect.

The surcharge amount shall be determined by calculating the average number of pollutant pounds per operating day based on the average of periodic grab or composite samples obtained and tested as described in §30-63.

In computing the surcharge amount, no credit will be allowed because a pollutant strength is less than that allowed in "Normal Strength Wastewater."

§30-71. Review of Surcharge Rates

The director shall review the surcharge rates each August and adjust them, if necessary, to reflect the actual cost to treat the pollutants subject to the surcharge.

§30-72. Monitoring Facilities

When a person discharges a waste that is subject to the industrial waste surcharge, the director may require monitoring facilities be provided. The installation and use of the monitoring facilities shall be in compliance with §30-60 and §30-63.

§30-73. Surcharge for Class Groups

The director may classify certain commercial and industrial establishments which routinely discharge BOD and suspended solids concentrations exceeding those established for "Normal Strength Wastewater," into the following classes:

- (1) *Eating Places*: Includes restaurants, bars, lounges, and other establishments which engage in the preparation of food or beverage which is served directly to the consumer.
- (2) *Food and Kindred Products Processing*: Includes commercial establishments which engage in the preparation, packaging, processing, or distribution of food, food products, grains, or produce, and which discharge less than 200,000 gallons of wastes per month.
- (3) *Equipment Service Facilities*: Includes establishments which perform washing, cleaning, or servicing of automobiles, trucks, buses, machinery, or equipment; this class to include public facilities, facilities limited to specific companies, and attended or coin-operated establishments.

The director shall assess an industrial waste surcharge for each class based on waste strength determinations established by averaging grab or composite samples or both, taken from a representative number of establishments in each class and shall apply this surcharge to the water consumption or metered wastewater of the establishment. If the establishment is within a larger facility for which water usage is determined from a master meter, the director shall determine an estimated volume for the establishment on which the surcharge is applied. The director shall then add the appropriate industrial surcharge to billings for regular water and sanitary sewer service for each establishment included in one of the classes.

If an establishment contains operations from more than one of the classes, and the director determines that the surcharge for a particular class would not adequately compensate the City for its cost of treatment, the director may assess a surcharge based on a proportional average of the class surcharges involved, or may require the establishment to be billed under the requirements of §30-70.

The owner of an establishment classified into one of the classes may elect to have the industrial surcharge billed under §30-70 rather than this section, by making application to the director and paying the required sampling costs.

The director may revise the class surcharges in the future to reflect a change in the average strength of the wastes discharged or to reflect a change in the costs to treat these wastes.

§30-74. Contract for Reserved Capacity

The director may, with the approval of the council, enter into a contract with persons discharging industrial wastes who desire to reserve a portion of the design capacity of the sanitary sewer system or water pollution control plant. The contract shall contain a provision stating that an annual amount, representing the person's proportionate share of the City's net annual capital investment cost in the facilities reserved, shall be paid by the person signing the contract. The contract shall also contain a provision that if the person's average daily flow varies more than 20 percent on a yearly basis, either party may open the contract for renegotiation of the minimum payment.

Article X. Sewer Rates and Charges

§30-75. Purpose of Article

The mayor and council of the city hereby find and determine: This City has constructed and owns and operates a sewerage system and plant for the treatment, purification, and disposal in a sanitary manner of the liquid and solid wastes,

sewage, and night soil of such community and it is necessary, in order to protect the health of the inhabitants of the city and to comply with the law of the state and the requirements of the department of health of the state that the sewerage system be operated and maintained; that in order to provide the revenues to operate and maintain the sewer system and disposal plant and to create a reserve fund for the purpose of future maintenance, it is necessary that the City establish just and equitable rates and charges to be paid to the City for the use of such disposal plant and sewerage system by each person whose premises are served thereby.

§30-76. Consumer; Defined

The word "consumer" as used in this article shall include all users of the municipal sewerage system of the City, including all persons whose premises are served thereby and all owners and tenants of real estate and buildings connected with such sewerage system or served thereby and all users of such system who in any way use the same or discharge sanitary sewage, industrial waste, water or other liquid either directly or indirectly into the sewerage system of the City.

§30-77. Consumer; Classification

Consumers shall be classified as residential or commercial. For the purposes of this article a residential consumer is one whose property is used exclusively for residential purposes and commercial consumers are all consumers other than residential consumers.

§30-78. Rental Charge; Computation

For the use of the city sewer system, each consumer shall pay a rental charge which shall be computed and based on his contribution of sewage to such system; provided, that a minimum charge for sewer rental as set forth in §30-84 and §30-85 shall be made for each dwelling unit which is directly or indirectly connected to the City sanitary sewer system, unless for a complete billing period the City water supply to such unit has been disconnected by the City, or the private water supply disconnected to the satisfaction of the City. For the purposes of this Article, a dwelling unit shall mean one or more rooms and a single kitchen designed as a unit for occupancy by one family for living and sleeping purposes, and shall include a manufactured home. If more than one dwelling unit is served from a single water meter or single private water source as in the case of apartments and mobile home courts, a percentage of the minimum rate shall be charged against each unit, depending on the number of dwelling units per water meter or private water source as follows:

2	to	5	dwelling	units.....	65%
6	to	10	dwelling	units.....	60%
11	to	20	dwelling	units.....	55%
21	and over		dwelling units.....		50%

The above charges shall be computed upon the yearly average of the number of dwelling units occupied.

§30-79. Rental; Residential and Commercial

The charges to be paid by residential consumers for use of the sewerage system and disposal plant shall be based upon water consumption. The monthly residential sewer charges for the twelve months following April 1st of each year will be based on the average water consumption for that property during the months of January, February and March. Commercial customers shall pay according to the meter reading which precedes billing.

Amended by Ordinance No. 9524, effective 03/17/2015

§30-80. Rental Charge; Use of Water Meters

The sewer rental charge shall be applied separately to each individual water meter which measures water contributing to or discharging into the city sewerage system and shall be determined by the water meter reading for water furnished by the water works system of the city or by privately-owned water supply which may contribute to or discharge into the sewerage system. In the case of unmetered water supply, the quantity of water used and discharged into the sewerage system of the City shall be determined to the satisfaction of the council and at the expense of the owner of the unmetered water supply. If the quantity of unmetered water discharged into the sewerage system is estimated by the council to be in excess of one thousand cubic feet per month for any one month, the council may require that such water supply be metered at the expense of the owner or consumer.

Should any meter get out of order or repair and fail to register properly, such consumer will be charged at the average monthly consumption as shown by the meter when in order for six months previous, or fraction thereof, if the same has not been used that long.

§30-81. Volume Charges

The charges for sewer service shall be paid either quarterly or monthly in conformance with the billing for water, and each consumer shall be billed per 100 cubic feet in accordance with the City of Grand Island Fee Schedule.

§30-82. Service Charges

The monthly service charge for sewage contributions to consumers and users shall be in accordance with the City of Grand Island Fee Schedule, regardless of the volume of sewage contributed.

§30-83. Industrial Waste Surcharge

Extra Strength Surcharge

An industrial waste surcharge shall be assessed against any person discharging industrial wastes into the City's sanitary sewer system where the contributed wastewater strength exceeds normal strength wastewater and shall be billed in accordance with the City of Grand Island Fee Schedule.

Customer Charge

The specific costs incurred by the City associated with monitoring and determining flow and strength.

Industrial Four Part Charge

The industrial service four-part charges will be applied to those industrial users who certify that their sewage contributions are less than normal strength wastewater, and such customers shall be billed in accordance with the City of Grand Island Fee Schedule.

Customer Charge

The specific costs incurred by the City associated with monitoring and determining flow and strength and/or checking the users certification.

§30-84. Minimum Charges

The minimum charge for sewage contributions shall be the sum of applicable service charge, volume charge and/or extra strength surcharge. For customers billed on the industrial four part charge, the minimum charge shall be the sum of the volume, BOD, SS, oil and grease, hydrogen sulfide, ammonia, and customer charge.

The minimum charge for sewage contributions to consumers and users who are not required to meter their water supply shall be in accordance with the City of Grand Island Fee Schedule.

§30-85. Reserved

§30-86. Collection

The sewer rental charges prescribed by this article shall be collected at the same time and in the same manner and by the same officers as water charges are collected by the City.

§30-87. Delinquent Charges

Bills for sewer rental charges made by this Article shall be rendered as for water service of the City and all rental charges levied by this Article which are not paid at or before water service charges of the City are required to be paid shall be deemed to be delinquent and the water service of such consumer may be discontinued.

§30-88. Charges To Be a Lien

All rental charges prescribed by this article shall be a lien upon the premises and real estate for which the sewer service is supplied and used and if not paid when due such charge shall be certified to the city treasurer and may be recovered by the City in an action at law and such delinquent charges may be certified to the county clerk and assessed against the real estate and premises served and be collected and returned in the same manner as other city taxes are certified, collected, and returned.

§30-89. Disposition of Funds

The mayor and council hereby find and determine that the rental charges established by this article are just and equitable rates and charges to be paid to the City for the use of its disposal plant and sewerage system by each person whose premises are served thereby. All moneys collected for such rental charges shall be paid into the sewer and sewer collection funds and shall be used only for the purpose of maintenance and operation of the existing sewer system and disposal plant, and to create a reserve fund for the purpose of future maintenance, pursuant to Article 5, Chapter 18, Reissue Revised Statutes of Nebraska 1943.

§30-90. Accounting System

Under Ordinance No. 4131, the City of Grand Island, Nebraska, has agreed to account for its revenues and expenditures in a specified manner. It is considered that the requirements for user charge accounting systems can be met by following the accounting procedures outlined in Ordinance No. 4131 and supplemental ordinance which have been issued subsequently for additional bonds.

§30-91. Special Rates

Where, in the judgment of the council, special conditions surround the use of city water to the extent that the application of the service charges, rates, or rentals as specified by this Article would be inequitable and unfair to either the City or such consumers, the council shall establish a special rate applying to such consumers. Such special rates when adopted by ordinance by the city council shall apply to all consumers under like circumstances.

§30-92. Water Discharged Into Storm Sewers

The provisions of this Article do not apply to water discharged into the storm sewer.

§30-93. Charges for Septic Tank Sludge

Septic tank sludge may be deposited at the City's ~~wa~~Wastewater Facility~~ter pollution control plant~~ in a location designated by the superintendent of the said plant or his representative after payment of a fee in accordance with the City of Grand Island Fee Schedule for ordinary septage, having strength up to 6,000 mg/l BOD, and 20,000 mg/l SS.

Per 100 gallons or fraction thereof of tank capacity in accordance with the City of Grand Island Fee Schedule.

For septage having strength of more than 6,000 mg/~~l~~L BOD, and 20,000 mb/~~l~~L SS, the fee shall be charged according to the current Fee Schedule for charges of high septic sludge~~calculated by applying the industrial four part rate specified in §30-83.~~

Waste from a recreational vehicle may be deposited at the City's water pollution control plant in a location designated by the superintendent of said plant. Fees for such discharge of recreational waste shall be on a voluntary basis.

§30-94. User Charge System Review

The City will review the user charge system at least every two years and revise user charge rates as necessary to insure that the system generates adequate revenues to pay the cost of operation and maintenance, including replacement, and that the system continues to provide for the proportional distribution of operation and maintenance, including replacement expenses among users and user classes.

§30-95. Reserved

§30-96. Toxic Pollutants

Any user which discharges any toxic pollutants which cause an increase in the cost of managing the effluent or the sludge from the City's treatment works, or any user which discharges any substance which singly or by interaction with other substances causes identifiable increases in the cost of operation and maintenance, including replacement of the treatment works, shall pay for such increased cost.

ORDINANCE NO. 9641

An ordinance to amend Grand Island City Code Chapter 30, Sewers and Sewage Disposal, in its entirety; to repeal Chapter 30 sections 30-1 through 30-96 as now existing, and any ordinance or parts of ordinances in conflict herewith; and to provide for publication and the effective date of this ordinance.

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

SECTION 1. Chapter 30 of the Grand Island City Code is hereby amended to read as follows:

Article I. Generally

§30-1. Definitions

The definitions of certain words and phrases used in this chapter shall be as follows:

Act shall mean the Clean Water Act of 1977 (PL 95-217), and any amendments thereto, as well as any guidelines, limitations, and standards promulgated by EPA, pursuant to the Act.

Ammonia shall mean the chemical combination of hydrogen and nitrogen occurring in nature expressed as NH₃, NH₂, or any of its derivatives as contained in the wastewater flow.

BOD (biochemical oxygen demand) shall mean the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure in five days at 20 degrees Celsius, expressed in milligrams per liter by weight. BOD shall be determined by standard methods as hereinafter defined.

Biodegradable Oils and Grease shall mean fats, oils, and greases of animal or vegetable origin contained in the wastewater flow.

Building Sewer shall mean that part of the lowest horizontal piping of a drainage system which receives the discharge from soil, waste and other drainage pipes inside the walls of a building and conveys it to the lateral sewer. The building sewer shall extend two feet outside the building wall.

Chloride shall mean the anion CL⁻ (Negative Charge at top of CL)

City shall mean the City of Grand Island, Nebraska.

Compatible Wastes shall mean wastes containing pollutants for which the water pollution control plant was basically designed to treat and which are identified in the NPDES permit that is applicable to this treatment plant.

Composite shall mean the makeup of a number of individual samples, so taken as to represent the nature of wastewater or industrial wastes.

Constituents shall mean the combination of particles, chemicals, or conditions which exist in industrial wastes.

Conductivity shall mean the measure of the ability of an aqueous solution to carry an electric charge

Cooling Water shall mean the cleaned wastewaters discharged from any system of heat transfer such as condensation, air conditioning, cooling, or refrigeration.

Department shall mean the City's Department of Public Works.

Director shall mean the Director of the Department of Public Works or his or her authorized representative.

EPA shall mean the United States Environmental Protection Agency.

ICR shall mean industrial cost recovery.

Industrial Plant shall mean any facility which discharges industrial wastes as defined in this ordinance.

Industrial User shall mean:

(A) any nongovernmental, nonresidential user of the City's treatment works which discharges more than the equivalent of 25,000 gallons per day of sanitary waste, or a volume of process waste, or combined process and

Approved as to Form	□ _____
August 4, 2017	□ City Attorney

ORDINANCE NO. 9641 (Cont.)

sanitary waste, equivalent to 25,000 gallons per day of sanitary waste and which is identified in the Standard Industrial Classification Manual under Divisions A, B, D, E, and I; or

(B) any nongovernmental user of the City's treatment works which discharges wastewater to the treatment works which contains toxic pollutants or poisonous solids, liquids, or gases in sufficient quantity either singly or by interaction with other wastes, to injure or interfere with any sewage treatment process, constitute a hazard to humans or animals, create a public nuisance, or create any hazard in or have an adverse effect on the waters receiving any discharge from the treatment works.

Industrial Wastes shall mean the liquid wastes resulting from the processes employed in industrial, manufacturing, trade or business establishments, as distinct from domestic wastes.

Lateral Sewer shall mean the sanitary sewer that extends from the building sewer to the public sanitary sewer system.

Major Contributing Industry shall mean an industrial user that:

- (A) has a flow of 50,000 gallons or more per average work day; or
- (B) has a waste strength greater than 5 percent of the plant design capacity; or
- (C) has in its waste a toxic pollutant in toxic amounts; or
- (D) is found to have significant impact, either singly or in combination with other contributing industries, on the water pollution control plant, or upon the quality of the plant effluent.

mg/L shall mean milligrams per liter.

Natural Outlet shall mean any natural outlet extending to a water course, pond, or other body of surface or groundwater.

Normal Strength Wastewater shall mean wastewater with pollutant strength values not exceeding the following:

TKN.....	30mg/L
Biochemical Oxygen Demand.....	250 mg/L
Hydrogen Sulfide.....	0mg/L
Suspended Solids.....	250 mg/L
Biodegradable Oils and Grease.....	100 mg/L
Chloride.....	230 mg/L
Nitrate.....	25 mg/L

Where the nature of the wastewater does not permit BOD determination, COD shall be substituted according to the relation $BOD = (K) (COD)$, where "K" is a constant to be determined by the Department.

NPDES Permit shall mean the National Pollutant Discharge Elimination System Permit as established by the Act. All municipalities, industries, and commercial enterprises that discharge to surface watercourses are required to have NPDES permits approved by EPA and in Nebraska by the Department of Environmental Quality.

Owner shall have the same meaning as Person defined in this section.

Planning Area shall mean the Grand Island planning area as adopted by the Regional Planning Commission.

Person or Owner shall mean any individual, firm, company, association, developer, corporation, or group.

pH shall mean the logarithm of the reciprocal of the concentration of hydrogen ions in grams per liter of solution.

Pollution shall mean the placing of any noxious or deleterious substance in any waters of the City in quantities which are or may be potentially harmful or injurious to human health or welfare, animal or aquatic life, or property, or unreasonably interfere with the enjoyment of life or property, including outdoor recreation.

Pretreatment shall mean the application of physical, chemical and biological processes to reduce the amount of pollutants in or alter the nature of the pollutant properties in a wastewater prior to discharge into a sanitary sewer.

Public Sewer shall mean the sanitary and/or storm sewers owned by the people of Grand Island and controlled and maintained by the Department of Public Works.

Residential Strength Wastewater shall mean wastewater with pollutant strength values which average 250 mg/L of BOD and 250 mg/L of SS.

Sanitary Sewer shall mean a sewer which carries sanitary wastewater and industrial wastes and to which storm, surface, and groundwaters are not intentionally admitted.

Sanitary Sewerage System shall mean all facilities for collecting, pumping, and transporting wastewater to the water pollution control plant.

ORDINANCE NO. 9641 (Cont.)

Sanitary Wastes or Wastewater shall mean the water carried wastes discharged from building sewers by reason of human occupancy.

Shall is mandatory; May is permissive.

Standard Methods shall mean those procedures or methods established by the latest edition of the "Standard Methods for the Examination of Water and Wastewater," as prepared, approved, and published jointly by the American Public Health Association and the American Water Works Association.

Storm Sewer or Storm Drain shall mean a sewer which carries storm waters, surface runoff, street wash waters and drainage, but which excludes sanitary wastewater and industrial wastes, other than unpolluted cooling water.

Suspended Solids (SS) shall mean solids that either float on the surface of, or are in suspension in, water, wastewater, or other liquids, and which are removable by laboratory filtering, expressed in milligrams per liter (mg/L).

Total Kjeldahl Nitrogen (TKN) shall mean the sum of organic nitrogen, ammonia (NH₃), and ammonium (NH₄⁺)

Total Sulfides shall mean the chemical combination of dissolved hydrogen sulfide gas (H₂S); dissolved ionic sulfide in the form of HS⁻ and S⁻² and acid-soluble metallic sulfide present in suspended matter

Toxic shall mean constituents of wastes which adversely affect the organisms involved in wastewater treatment.

Unpolluted Water or Drainage shall mean water to which no pollutants have been added, either intentionally or accidentally.

Wastewater Treatment Facility shall mean the wastewater treatment facility owned and operated by the City for the benefit of all persons located within the City's planning area.

Watercourse shall mean a channel in which a flow of water occurs, either continuously or intermittently.

Wastewater shall mean the liquid and water carried domestic or industrial wastes from dwellings, commercial buildings, industrial facilities, and institutions, together with any groundwater, surface water, and storm water that may be present, whether treated or untreated, which is discharged into or permitted to enter the City's treatment works.

Wastewater Treatment Works shall mean the sanitary sewers, pumping, and other equipment and their appurtenances, and other facilities which are an integral part of the wastewater collection and treatment processes and treatment residue disposal system.

§30-2. Supervision of Sewers and Drains

The director shall control and supervise the construction, repair, and maintenance of all sewers and drainage systems in the planning area, whether the sewers are publicly or privately owned.

§30-3. Wastewater Treatment Facility

The City may continue operating the existing water pollution control plant and may enlarge or expand the plant from time to time. The City may also construct other similar plants and employ other methods of treating wastewater sufficiently to comply with all applicable federal and state regulations.

§30-4. Authority to Enter Private Property

The director and other duly authorized employees of the Department bearing proper credentials and identification shall be permitted to enter all private properties to which a proper easement is on record for the purpose of surveying, inspection, maintenance, operation, repair, and reconstruction of any portion of the sanitary and storm sewer systems under the management of the Department subject to the terms of the easement.

§30-5. Violation Notices

The Department shall have authority to serve persons discharging in violation of this ordinance with written notice stating the nature of the violation and providing a reasonable time limit for satisfactory compliance. No person may continue discharging in violation of this ordinance beyond the time limit provided in the notice.

§30-6. Damage to Wastewater Treatment Works

No person shall maliciously, willfully, or negligently break damage, destroy, uncover, deface, or tamper with, any structure, appurtenance, or equipment which is a part of the wastewater treatment works. Any person violating this provision shall be punished according to law.

Article II. Sewer and Drainage Districts

§30-7. Establishment

The City may by ordinance divide the area within the planning area into suitable districts for the purpose of establishing sewer and drainage systems.

§30-8. Levy of Special Taxes or Assessments

The City may by ordinance levy special taxes or assessments for the purpose of constructing or extending public sewers. The City may provide for the payment of the construction costs by annual installments for the number of years stated in the ordinances. The taxes or assessments levied upon the real estate located within the sewer district in which the sewers are to be constructed shall be to the extent such property is benefitted.

§30-9. Sewer District Bonds

The City may by ordinance issue bonds designated as "District Sewer Bonds of District No. . . ". The City may establish the bond repayment period and interest rates and levy an assessment against the property owners within the district to provide funds for the annual repayment of the bonds and interest. In the event the levy assessment shall be insufficient to pay the bond and interest payments for any cause, the City shall make a relevy to pay such deficiency.

Article III. Construction of Public, Private Sewer Mains by Other Persons

§30-10. Connection of New Buildings.

Any new buildings located within 200 feet of a public sanitary sewer main shall be required to connect to it.

§30-11. Connection Upon Failure of Private Sewage System.

Any existing buildings located within 200 feet of a public sanitary sewer main shall be required to connect to it upon failure of the private septic disposal system serving the building. An interceptor does not qualify as a sanitary sewer main. An interceptor is defined as a primary transport line usually larger than 15”.

§30-12. Sewers to Meet Department Standards

The design and construction of all sanitary sewers connected, either directly or indirectly, to the existing sanitary sewer system shall meet all standards and specifications established by the Department.

Private sewer mains shall comply with adopted model plumbing codes and be constructed by licensed plumbing contractors.

§30-13. Plans Signed by Engineer

All sewer construction plans shall bear the signature and seal of the registered professional engineer who has prepared them.

§30-14. Cost to Review Plans

The Department may charge to review plans submitted by persons proposing to construct sewers in the planning area. The charge shall be at a rate per hour established and published from time to time by the Department.

§30-15. Plans Submitted to State

Plans requiring the approval of the State Department of Environmental Quality will be submitted to them by the Director following his or her approval of the plans.

§30-16. Construction Permit

The property owner, owner's agent or contractor, shall obtain a construction permit from the director after the engineering reports, plans, and specifications have been approved by the director, and before any sewer construction work has started.

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§30-17. Workmanship and Materials

All workmanship and materials shall comply fully with the requirements of the approved plans and specifications. If at any time within one year after the date of the final inspection any defect should appear, which in the opinion of the director is due to inferior materials or workmanship, the contractor shall do whatever is necessary to remedy the defects at no cost to the City. The Department will notify the contractor in writing of the defects and repairs to be made. If the contractor fails to begin repairs within ten days, the Department may cause the defects to be remedied and charge the cost and expense involved to the contractor or contractor's surety. The contractor's surety shall not be relieved until the defects or repairs are corrected and approved and a written release is furnished the surety by the Department.

§30-18. Sewer Inspection and Approval

The director shall investigate and approve or reject the laying of all sewers and drains. The director shall have the right to enter property containing sewers or drains at all reasonable hours for inspection and investigation purposes.

§30-19. Certificate of Inspection

No architect, owner, agent, or contractor shall accept any sewer laying or drain laying of any description prior to the issuance of a certificate of inspection and approval by the director.

§30-20. Conforming Plans

Before sewers which are constructed by others and connected to the City's sanitary sewerage system will be accepted, plans that conform to construction records must be presented to the Department. Data shown on the plans shall be as specified by the Department.

Article IV. Lateral Sewers

§30-21. Owner Responsibilities

All costs and expense associated with the installation and connection of lateral sewers shall be borne by the owner. The owner shall indemnify the City from any loss or damage that may directly or indirectly result from installing lateral sewers.

Lateral sewers shall be connected, as required by Chapter 30, Article III; to a public sewer system where available or a private sewer system in accordance with adopted model plumbing code and State of Nebraska regulations.

§30-22. Lateral Sewer to Serve Each Building

One sewer tap shall be provided for every tract or parcel of land, except, upon written request to the director or the administrative authority for an exception.

§30-23. Prohibited Connections

No person shall connect interior or exterior roof downspouts, interior or exterior foundation drains, areaway drains, or other sources of surface runoff or ground water to a lateral sewer or a building drain which in turn is connected directly or indirectly to a public sanitary sewer.

The Public Works Director may inspect or cause to be inspected any residential, commercial and/or industrial facility for prohibited connections at any reasonable time.

Any cross-connection between a potable water supply and a sanitary sewer shall be prohibited.

§30-24. Connection Regulations

The connection of any lateral sewer into the public sanitary sewer system shall conform to the requirements of the building and plumbing codes or other applicable rules and regulations of the City. All such connections shall be made gas tight and water tight. Any deviation from the prescribed procedures and materials must be approved by the director before installation.

§30-25. Construction Regulations

The kind and size of materials, slope and alignment of a lateral sewer, and the methods used in excavating, placing of the pipe, jointing, testing, and backfilling the trench, shall all conform to the requirements of the building and plumbing codes or other applicable rules and regulations of the City.

ORDINANCE NO. 9641 (Cont.)

§30-26. Reserved

§30-27. On-Site Requirements

All excavations for lateral sewer installation shall be adequately guarded with barricades and lights to protect the public from hazard. Streets, sidewalks, parkways, and other public property disturbed in the course of the work, shall be restored in a manner satisfactory to the director.

Article V. Connecting to Existing Public Sewers

§30-28. Connections by Licensed Plumbers

No person shall make any opening in, addition to, alterations of, connections with, or tap any public sewer or associated appurtenances unless they are a licensed plumber and have complied with all the conditions and requirements of the City.

§30-29. Permit Required

Before connecting with, tapping, modifying, altering or repairing any public sewer in the City a plumber shall first obtain a written permit from the director. The permit shall be posted upon the premises at all times during the progress of the work.

§30-30. Applications for Permits

Applications for permits to connect, tap, construct, modify or make attachments to public sewers shall be made to the director upon forms provided by the City. Such applications shall be accompanied by a fee in accordance with the City of Grand Island Fee Schedule to cover the cost of inspection, recording, and other expenses. The application shall show the exact location of the proposed work, and when requested by the director, the plumber shall provide plans or specifications of the proposed work. When required, an application shall be on file with the director twenty-four hours before the issuance of a permit. If work is commenced prior to application for the permit, an investigation fee in addition to the permit fee in the same amount as the permit fee shall be assessed. Each permit shall expire six (6) months from date of issuance.

§30-31. Connections When Property Not Assessed

No person shall connect with or tap any sanitary or storm sewer in the City when the property to be served has not been assessed for lateral services. In this event, no plumber or other person shall make any connection with or tap any sewer, nor shall the director grant a connection permit until the owner of the property to be served or the person desiring such connection first makes formal application to the director for permission to tap or connect with the public sewers, and complies with the conditions and requirements of the City which may include the payment of an equitable amount for lateral service. The director reserves the right to refuse to grant a permit to any person who shall desire to connect with the public sewers, where the property to be served has not been assessed for lateral service, or, if assessed, has not made such payment for any reason whatever.

§30-32. Excavations In Streets

Excavations in streets and alleys for the purpose of constructing, repairing, altering or tapping sewers shall be made in a manner that will impede travel as little as possible. The director may determine and limit the time such excavations remain open and when unnecessarily delayed, may direct that the number of workmen be increased. Warning lights shall be maintained at all unfinished work, from dark to daylight. All work is to be done in accordance with OSHA rules and regulations. After the work has been completed, the streets or alleys shall be repaired to the satisfaction of the director. Within one year of the excavation, the director may require the excavation to be refilled if settling has occurred.

§30-33. Sewer Trenches

Sewer trenches shall be braced in accordance with industry standards and OSHA rules and regulations.

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§30-34. Exposure of Sewer Pipe to Frost

No person shall dig up or uncover any public sewer so as to expose it to frost, except under the direction of the director.

§30-35. Materials and Construction Procedures

All connections with the public sewers must be made with the kind and size of materials approved by the director. When a connection is made to a public sewer a saddle shall be used and the connection shall be made under the supervision of the director.

A maximum of only one connection may be made on each length of public sewer pipe. Additional connections may be made only after written authorization is granted by the director. Said authorization shall be noted on the permit required pursuant to §30-27.

§30-36. Disconnection of Drains

The director shall have the right to disconnect any drain from the public sewers which is found to be used contrary to the provisions of this Article.

§30-37. Revocation of Plumber's License

The city council may at any time revoke the license of any plumber found guilty of violating this Article or refusing to cooperate with the director in performing his or her duties.

§30-38. Violations of this Article

Any owner, architect, agent, plumber, contractor, or other persons failing, neglecting, omitting, resisting, or refusing to comply with any of the rules or regulations of this Article shall be deemed guilty of a misdemeanor.

Article VI. Private Wastewater and Septic Tank Waste Disposal

§30-39. Outside Water Closets

The construction of outside water closets, known as the "frost-proof" type, shall be prohibited.

§30-40. Privies Prohibited in Dwellings

Privies are prohibited within City limits.

§30-41. Community and Private Disposal Systems

Community Disposal Systems

The owner of a private wastewater treatment system (lagoon, mechanical, etc.) within City limits, providing service to multiple buildings and operating under an NPDES (National Pollution Discharge Elimination System) Permit issued by the NDEQ (Nebraska Department of Environmental Quality) shall connect to a public sanitary sewer within 12 months after it becomes available. Availability is defined when the building is located within 200 feet of a public sanitary sewer main.

Private Disposal Systems

Where a public sanitary sewer is not available to a building, the lateral sewer shall be connected to an individual private wastewater disposal system complying with appropriate rules and regulations in this ordinance and the State of Nebraska. The definition of available shall be found in the adopted model plumbing code.

The owner shall, at owner's own expense, operate and maintain such private wastewater disposal facility to the satisfaction of the director.

§30-42. Unlawful Connection to Public Sewers

It shall be unlawful for any private residential wastewater disposal facility to be connected to any public sewer.

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§30-43. Disposal of Septic Tank Waste

No person shall discharge septic tank waste into any watercourse or storm sewer. This type of waste may be discharged into the City's wastewater treatment works only at those locations and in a manner designated by the director.

§30-44. Permits for Discharge of Septic Wastes

Permits for discharge of septic tank waste shall be required. The permits may be obtained by filling out an application form furnished by the director.

§30-45. Discharge Fee

Any person discharging septic tank waste into the wastewater treatment works shall pay the Department at a rate per one hundred gallons of tank capacity (or fraction thereof) as a wastewater disposal charge, the rate to be established by the city council.

Article VII. Prohibited Discharges

§30-46. Storm Water and Unpolluted Drainage

Storm water and all other unpolluted drainage shall be discharged into sewers specifically designed and designated as storm sewers or to a natural outlet.

No person shall discharge or cause to be discharged, either directly or indirectly, to the sanitary sewer system any surface water, ground water, roof runoff, subsoil or sub-surface drainage, cooling water, or unpolluted industrial process water. Any such connections made either before or after the effective date of these rules and regulations shall be considered illegal and shall be subject to immediate removal by the owner and at the owner's expense.

Should the owner of an illegal connection fail to remove it within ninety days after being notified by the director to do so, the director may cause the connection to be removed and the cost billed to the owner of the property served by the illegal connection.

§30-47. Sanitary and Other Polluted Waters

No person shall discharge or cause to be discharged to any natural outlet or storm sewer any sanitary wastewater or other polluted waters. Effluent from privately-owned individual household disposal devices shall not be discharged to storm sewers.

§30-48. Other Prohibited Discharges

No person shall discharge, or cause to be discharged to, any sanitary sewer, any of the following described substances, water, or wastes unless authorized by the Public Works Director:

- (1) Any liquid or vapor having a temperature higher than 65 degrees Celsius (150 degrees Fahrenheit).
- (2) Wastes containing oil or grease of petroleum origin shall be prohibited.
- (3) Any gasoline, benzene, naphtha, fuel oil, mineral spirits, commercial solvent, motor oil, or other flammable or explosive liquid, solid or gas, or any other petroleum derivative.
- (4) Any water or wastes containing dissolved gases (such as hydrogen sulfide, sulfur dioxide, nitrogen oxides, and ammonia) in concentrations sufficient to cause poisonous or toxic fumes or waste-water, or a malodorous or harmful condition.
- (5) Any ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, asphaltic materials, cement or concrete, paunch manure, hair and fleshings, entrails, lime slurry, lime residues, beer or distillery spent grains, chemical residues, paint residues, cannery waste, bulk solids, or any other solid or viscous substances, in amounts capable of causing obstructions to flow in sewers or interference with the proper operation of the wastewater treatment works.
- (6) Any waters or wastes having a pH lower than 6.0 or higher than 9 at any time, or having any other corrosive property capable of causing damage or being a hazard to structures, equipment and personnel of the wastewater treatment works.

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(7) Any waters or wastes containing pollutants in the form of compounds or elements, in solution or suspension, in concentrations exceeding the following:

Pollutant	Maximum Concentration in mg/L
Arsenic (AS).....	0.050
Barium (BA).....	1.000
Cadmium (Cd).....	0.100
Chromium (Cr) (Total).....	3.000
Copper (Cu).....	1.000
Cyanides (CN).....	2.000
Lead (Pb).....	0.100
Manganese (Mn).....	1.000
Mercury (Hg).....	0.005
Nickel (Ni).....	1.000
Selenium (Se).....	0.030
Silver (Ag).....	0.100

The maximum concentrations shown for the above metals may be used as a guide in design and plant control, but may be altered by the director in the event of accumulative overload on the water pollution control plant.

(8) Any waters or wastes containing heavy metals and toxic materials in concentrations prohibited by state or federal rules, including but not limited to:

Antimony	Strontium
Beryllium	Tellurium
Bismuth	Fungicides
Boron	Herbicides
Cobalt	Pesticides
Molybdenum	Uranyl ion
Rhenium	

unless the permit required for discharge of industrial wastes specifies conditions of pretreatment, concentrations, and volumes.

(9) Any noxious or malodorous gas or substance, capable of creating a public nuisance or hazard to life or preventing entry into sewers for their inspection, maintenance, and repair.

(10) Any waters containing quantities of radium, naturally occurring, or artificially produced radioisotopes in excess of presently existing or subsequently accepted limits for drinking water as established by the national committee on radiation protection and measuring.

(11) Any concentrated dye wastes, spent tanning solutions, or other wastes which are highly colored, or wastes which are of unusual volume, concentration of solids, or composition that may create obstruction to the flow in sewers or interference with the wastewater treatment processes without proper pretreatment and written approval of the director.

(12) Waters or wastes containing substances which are not amenable to treatment or reduction by the wastewater treatment processes employed, or are amenable to treatment only to the degree that the wastewater treatment plant effluent cannot meet the requirements of the NPDES permit.

(13) Any water or wastes containing more than 2,000 mg/L total solids, maximum of 100,000 gallons.

(14) Any water or wastes containing more than 230 mg/L chlorides monthly average concentration, 380 mg/L chlorides daily maximum concentration (November 1 – February 28 (29), 389 mg/L chlorides daily maximum concentration (June 1 – October 31) and 390 mg/L daily maximum concentration (March 1 – May 31).

(15) Any water or wastes containing Conductivity greater than 2,000 umhos/cm monthly average (April 1 – September 30)

(16) Wastes at a flow rate and/or pollutant discharge rate which is excessive over short periods of time so that there is a treatment process overload and subsequent loss of treatment efficiency.

§30-49. Dilution

The admission into the public sewers of any waters or wastes in volumes, or with constituents, such that existing dilution conditions in the sewers or at the treatment plant would be adversely affected, shall be subject to review and approval of the director. Where necessary, in the opinion of the director, pretreatment or equalizing units may be required to bring constituents or volume of flow within an acceptable level, and to hold or equalize flows so

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that no peak flow conditions may hamper the operation of any unit of the sewer system. The equalization or holding unit shall have a capacity suitable to serve its intended purpose, and be equipped with acceptable outlet control facilities to provide flexibility in operation and accommodate changing conditions in the waste flow.

§30-50. Deleterious Discharges

If any waters or wastes are discharged, or are proposed to be discharged, to the public sewers, which contain substances or possess the characteristics enumerated in the preceding sections of this article, and which in the judgment of the director or the local, state, and federal agencies having jurisdiction, may have a deleterious effect upon the wastewater treatment processes, equipment, or receiving waters, or which otherwise create a hazard to life or constitute a public nuisance, the director may:

- (1) Reject the wastes;
- (2) Require pretreatment to an acceptable condition for discharge to the public sewers;
- (3) Require control over the quantities and rates of discharge;
- (4) Require payment to cover the added cost of handling and treating the wastes not covered by sewer user charges.

In forming his or her opinion as to the acceptability of wastes, the director will give consideration to such factors as the quantities of subject wastes in relation to flows and velocities in the sewers, materials of construction of the sewers, nature of the sewage treatment process, capacity of the sewage treatment plant, degree of treatability of wastes in the sewage treatment plant, and other pertinent factors. Any waters or wastes having a BOD concentration greater than 250 mg/L or a SS concentration greater than 250 mg/L or an average daily flow greater than 5 percent of the average total sewage flow of the City shall be subject to the review of the director.

If the director permits the pretreatment or equalization of waste flows, the design and installation of the plants and equipment shall be subject to the review and approval of the director, and the local, state, and federal agencies having jurisdiction and subject to the requirements of all applicable codes, resolutions, and laws. See §30-54.

In the event of an accidental spill or unavoidable loss to the drains of any deleterious materials, the owner shall promptly notify the director of the nature of the spill, the quantity, and time of occurrence.

§30-51. Wastes from Garbage Grinders

Food Waste Grinders installed in dwellings shall be regulated by the Plumbing Code.

No business establishment shall install any garbage grinder or replace an existing garbage grinder after the effective date of this ordinance, without approval of the City Engineer in conformance with the Uniform Plumbing Code as adopted by the City.

All garbage grinders shall shred the waste to a degree that all particles will be carried freely under normal flow conditions prevailing in the public sewer. Garbage grinders shall not be used for grinding plastic, paper products, inert materials, or garden refuse.

All waste is subject to Section 30-48 regarding Deleterious Discharges and the latest edition of the fee schedule for extra strength waste.

Amended by Ordinance No. 9506, effective 11/04/2014

§30-52. Grease, Oil, and Sand Traps

Grease (animal), oil, and sand interceptors, or traps, shall be provided by the owner when, in the opinion of the director, they are necessary for the proper handling of liquid wastes containing grease in excessive amounts, sand, or other harmful ingredients; except that interceptors shall not be required for private living quarters or dwelling units. All interceptors shall be of a type and capacity approved by the director and shall be so located as to be readily and easily accessible for cleaning and inspection.

Interceptors will be maintained at appropriate intervals and proof of maintenance will be maintained for at least three (3) years. Manifests showing the material removed from the interceptors was disposed of in a proper manner will be maintained for at least three (3) years.

§30-53. Unlawful Use of Manholes

Opening or entering manholes for any purpose whatever is strictly prohibited, except by persons duly authorized to do so.

ORDINANCE NO. 9641 (Cont.)

No person shall discharge any substance directly into a manhole or other opening in the public sewers other than through an approved building sewer, unless upon written application to the director and payment of the applicable user charges and fees, and the director issues a permit for such direct discharges.

Article VIII. Industrial Wastes and Discharge Permits

§30-54. Major Contributing Industries

All major contributing industries proposing to directly or indirectly connect to or discharge wastes into the sanitary sewers shall obtain a discharge permit before connecting to or discharging into these sewers.

§30-55. Industrial Wastes; Requirements

Persons proposing to or who actually discharge industrial wastes which contain none of the prohibited ingredients or characteristics set forth in Article VII of this ordinance, other than excessive concentrations of BOD, suspended solids and grease, hydrogen sulfide, or TKN shall be required to pretreat their wastes to meet the requirements of "Normal Strength Wastewater" with the exception that wastes may be accepted for treatment if all the following requirements are met:

- (1) The wastes will not cause damage to the sanitary sewer system;
- (2) The wastes will not impair the wastewater treatment process;
- (3) The discharger of the waste agrees to pay a surcharge over and above the published sewer rates when the waste strength exceeds that of "Normal Strength Wastewater." See Article IX.

§30-56. Pretreatment Requirements

When the Director determines that any industrial waste will be harmful to the structures, treatment processes or operation of the wastewater treatment works, or detrimental to the water pollution control plant effluent, the person discharging the waste shall provide, at his or her own expense, preliminary treatment or processing facilities as may be determined by the director as necessary to make the waste acceptable for admission to the public sanitary sewers.

When the director determines that an industrial waste must be pretreated, the owner shall submit plans and specifications of the proposed pretreatment facilities, and any other pertinent information relating to proposed preliminary treatment facilities by an approved registered professional engineer authorized to do business in the State of Nebraska to the director for review, and no construction of such facilities shall be commenced until said approvals are obtained in writing. After the plans and specifications are reviewed as submitted, or as amended by the director, the owner shall proceed to provide pretreatment facilities. If the pretreatment facilities are completed according to the plans and specifications, and the owner provides a proper sewer connection permit from the plant to the sanitary sewers, the director will issue the owner an industrial waste discharge permit authorizing such connection and permitting the owner to discharge waste into the sanitary sewers at the rate, quantity, quality and other conditions stated in the permit. These pretreatment facilities shall be maintained continuously in satisfactory and effective operation by the owner at the owner's expense.

§30-57. Discharge Permit; Application

Persons requiring a discharge permit shall complete and file with the Department an application in the form prescribed by the director and accompanied by applicable fees. Except as otherwise agreed in writing by the director, the applicant shall submit, in units and terms appropriate for evaluation, the following information:

- (1) Name, address, and Standard Industrial Classification (SIC) number of applicant.
- (2) Volume of waste to be discharged.
- (3) Waste constituents and characteristics including BOD, suspended solids, pH, biodegradable oils and grease, total sulfides, TKN, and any others required by the director.
- (4) Time and duration of discharge.
- (5) Average and thirty minute peak waste flow rates, including daily, weekly, monthly, and seasonal variations, if any.

ORDINANCE NO. 9641 (Cont.)

- (6) Ground plan or plat sufficient to indicate locations of building sewers, building drains, process waste sewers, monitoring facilities and pretreatment facilities with respect to buildings, property lines, streets, public sewers, and industrial process facilities.
- (7) Description of plant activities, facilities, and processes, including all types of waste which are or could be discharged.
- (8) Each product produced by type, amount, and rate of production when required to determine compliance with pretreatment standards.
- (9) Number and type of employees, and hours of work.
- (10) Any other information the director may feel is necessary to evaluate the permit application.

The Department will evaluate the data furnished and may require additional information. After evaluation of the data furnished, the director may issue a discharge permit subject to the terms and conditions of this ordinance. Wastewater constituents and characteristics shall not be recognized as confidential information.

§30-58. Discharge Permit; Requirements

Discharge permits may contain any or all of the following conditions and requirements:

- (1) The average and maximum waste pollutant concentrations permitted to be discharged into the sanitary sewers.
- (2) The maximum daily amounts of BOD, suspended solids, pH, biodegradable oils and grease, total sulfides, TKN, chlorides and conductivity permitted to be discharged into the sanitary sewers.
- (3) Limits on rate and time of discharge and requirements on flow regulations and equalization.
- (4) Requirements for installation of inspection and sampling facilities.
- (5) Pretreatment requirements.
- (6) Specifications for monitoring programs which may include sampling locations, frequency and methods of sampling and the number, types, and standards for tests and reporting schedule.
- (7) Requirements for submission of technical reports or discharge reports.
- (8) Requirements for maintaining plant records relating to waste discharges as specified by the director and making the records available to the Department.
- (9) Additional requirements as may be determined by the director.

§30-59. Discharge Permit; Term

Permits shall be issued for a specified period of time but in no event shall a permit extend beyond five (5) years from the date of issuance. Ninety days prior to the expiration of the permit, the owner shall apply to the Department for a renewal of the permit.

The owner shall be notified in writing of any proposed changes in the permit at least thirty days prior to the effective date of change. The notice shall include a specified time schedule for compliance. This time schedule shall be based on practical delivery and construction time requirements, and shall become part of the permit.

§30-60. Discharge Permit; Not Transferable

Waste discharge permits are issued to a specific owner for a specific operation. A waste discharge permit shall not be reassigned or transferred or sold to a new owner. A waste discharge permit shall not be transferred to a new or significantly changed operation.

§30-61. Discharge Permit; Revocation

Any owner who violates any of these rules and regulations, or applicable state and/or federal regulations, or any of the following conditions which are hereby made part of every permit, whether stated therein or not, is subject to having owner's permit revoked:

- (1) The owner shall factually report the waste constituents and characteristics of the discharge.
- (2) The owner shall report significant changes in operation, or in waste constituents and characteristics.
- (3) The owner shall allow reasonable access to owner's plant or facilities for the purpose of inspection or monitoring.
- (4) The owner shall comply with each and every term and condition of the permit.

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Before a permit is revoked, the owner shall be sent written notice fifteen days in advance of the date of a hearing by the director. The owner shall have the opportunity to present evidence at the hearing. The director shall notify the owner in writing of the decision by no later than fifteen days after the hearing.

§30-62. Monitoring Facilities

The director may require any industrial plant owner to construct, at the owner's expense, monitoring facilities to allow inspection, sampling, and flow measurement of the lateral sewer or internal drainage systems, and may also require sampling or metering equipment to be provided, installed, and operated at the owner's expense.

The monitoring facility shall be situated on the owner's property and located so that it will not be obstructed by landscaping or parked vehicles.

The personnel of the Department shall have access to the monitoring facilities at all times for inspection and sample collection. If the facilities are locked, special arrangements shall be made to allow access. The Department's personnel shall also have the right to set up monitoring devices at the facilities. There shall be ample room in or near such monitoring facilities to allow adequate sampling and composition of samples for analysis. The monitoring facilities, sampling, and measuring equipment shall be maintained at all times in a safe and proper operating condition at the expense of the owner.

The sampling and monitoring facilities shall be provided in accordance with the Department's requirements, standards and specifications. Unless a time extension is otherwise granted by the director, construction shall be completed within ninety days following the issuance of written notification by the Department.

§30-63. Access to Owner's Property

The owner of any industrial plant where waste is created or discharged shall allow the employees of the Department ready access at all reasonable times to all parts of the property for the purposes of inspection or sampling or for the performance of their duties. The Department shall have the right to set up on the owner's property such devices as are necessary to conduct sampling or metering operations. Where an owner has security measures in force which would require proper identification and clearance before entry into the facilities, the owner shall make necessary arrangements with its security guards so that upon presentation of suitable identification, personnel from the Department will be permitted to enter without delay for the purpose of performing their specific responsibilities. While performing the work, the Department personnel shall observe all safety rules established by the owner and applicable to the plant or facilities. The Department shall have no authority to inquire into any processes including metallurgical, chemical, oil, refining, ceramic, paper, or other industries beyond that point having a direct bearing on the kind and source of discharge to the sewers or facilities for waste treatment.

§30-64. Reliability of Monitoring Facilities

Approval of proposed monitoring facilities or equipment by the director does not, in any way, guarantee that those facilities or equipment will function in the manner prescribed by their constructor or manufacturer; nor shall they relieve a person of the responsibility to enlarge or otherwise modify such facilities to accomplish the intended purpose.

§30-65. Sampling Methods

All measurements, tests, and analyses of the characteristics of industrial wastes shall be determined in accordance with EPA approved methods published in the latest edition of *Standard Methods for the Examination of Water and Wastewater* published by the American Health Association and American Water Works Association, or *Methods for Chemical Analysis of Water and Wastes* published by the Environmental Monitoring and Support Laboratory, Office of Research and Development, U.S. Environmental Protection Agency, and shall be determined at the monitoring facilities or from samples taken at the monitoring facilities. In the event no special monitoring facility has been installed, the sampling shall be done at the nearest downstream manhole in the public sewers to the point at which the building lateral sewer is connected. Sampling shall be carried out by customarily accepted methods to reflect the effects of waste constituents upon the wastewater treatment works and to determine the existence of possible hazards to life, limb and property.

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§30-66. Special Contracts or Agreements

No statement contained in these rules and regulations shall be construed as preventing any special agreement or arrangement between the City and any person whereby an industrial waste of unusual strength or character may be accepted by the Department for transport and/or treatment, subject to applicable fees or payments.

§30-67. Excessive Pollutant Penalty

If a person discharges amounts of permissible pollutants in excess of the amounts permitted in the discharge permit, as stated in §30-56, a penalty of one thousand dollars per day of violation shall be imposed and paid by the person discharging wastes in violation of the permit.

§30-68. Indemnity

In the event a person does discharge excessive amounts of pollutants in violation of the discharge permit, said person shall agree to indemnify and hold the City harmless against and from any and all loss, damage, claims, demands, actions, causes of action, penalties, judgments, costs, and expenses of whatsoever nature which may result from injury to or death of persons whomsoever, or from loss or destruction of or damage to property whatsoever, or results in the City being in violation of state or federal regulatory agency requirements, when such violation, injury, death, loss, destruction, or damage arises in any way in connection with or incident to a person depositing amounts of industrial waste in excess of those permitted in the discharge permit into the City's sanitary sewers. It must be proved, on an individual case basis, that a person's depositing of excessive amounts of pollutants, on a daily basis, was in fact the cause of a violation, injury, death, loss, destruction, or damage, and that the excessive discharge was not due to force majeure.

§30-69. Charges to Major Industries

Each major contributing industry shall be assessed a monthly charge that reflects the City's cost of owning, operating, and maintaining the facilities used to serve these customers. The monthly charges shall be determined from time to time based upon analysis of the costs of capital and operation and maintenance costs associated with the facilities used to provide service.

Article IX. Industrial Waste Surcharge

§30-70. When Surcharge Is Applicable

An industrial waste surcharge shall be assessed against any person discharging industrial wastes into the City's sanitary sewer system where the contributed waste strength exceeds that of "Normal Strength Wastewater" as defined in §30-1. Persons subject to the industrial waste surcharge shall be subject to the regular sewer user charges.

§30-71. Pollutants Subject to Surcharge

The monthly amount of pollutants subject to the surcharge will be based on the average loading per plant operating day, in excess of 250 mg/L for BOD or suspended solids, in excess of 100mg/L for biodegradable oils and grease, in excess of 30mg/L for TKN, in excess of 25 mg/L for Nitrates, in excess of 0 mg/L for hydrogen sulfide, lower than 6.0 or higher than 9 for pH, times the number of operating days per month.

§30-72. Amount of Surcharge

The industrial waste surcharge to be assessed each month will be determined by application of the rates then in effect.

The surcharge amount shall be determined by calculating the average number of pollutant pounds per operating day based on the average of periodic grab or composite samples obtained and tested as described in §30-63.

In computing the surcharge amount, no credit will be allowed because a pollutant strength is less than that allowed in "Normal Strength Wastewater."

ORDINANCE NO. 9641 (Cont.)

§30-73. Review of Surcharge Rates

The director shall review the surcharge rates each August and adjust them, if necessary, to reflect the actual cost to treat the pollutants subject to the surcharge.

§30-74. Monitoring Facilities

When a person discharges a waste that is subject to the industrial waste surcharge, the director may require monitoring facilities be provided. The installation and use of the monitoring facilities shall be in compliance with §30-60 and §30-63.

§30-75. Surcharge for Class Groups

The director may classify certain commercial and industrial establishments which routinely discharge BOD and suspended solids concentrations exceeding those established for "Normal Strength Wastewater," into the following classes:

- (1) *Eating Places*: Includes restaurants, bars, lounges, and other establishments which engage in the preparation of food or beverage which is served directly to the consumer.
- (2) *Food and Kindred Products Processing*: Includes commercial establishments which engage in the preparation, packaging, processing, or distribution of food, food products, grains, or produce, and which discharge less than 200,000 gallons of wastes per month.
- (3) *Equipment Service Facilities*: Includes establishments which perform washing, cleaning, or servicing of automobiles, trucks, buses, machinery, or equipment; this class to include public facilities, facilities limited to specific companies, and attended or coin-operated establishments.

The director shall assess an industrial waste surcharge for each class based on waste strength determinations established by averaging grab or composite samples or both, taken from a representative number of establishments in each class and shall apply this surcharge to the water consumption or metered wastewater of the establishment. If the establishment is within a larger facility for which water usage is determined from a master meter, the director shall determine an estimated volume for the establishment on which the surcharge is applied. The director shall then add the appropriate industrial surcharge to billings for regular water and sanitary sewer service for each establishment included in one of the classes.

If an establishment contains operations from more than one of the classes, and the director determines that the surcharge for a particular class would not adequately compensate the City for its cost of treatment, the director may assess a surcharge based on a proportional average of the class surcharges involved, or may require the establishment to be billed under the requirements of §30-70.

The owner of an establishment classified into one of the classes may elect to have the industrial surcharge billed under §30-70 rather than this section, by making application to the director and paying the required sampling costs.

The director may revise the class surcharges in the future to reflect a change in the average strength of the wastes discharged or to reflect a change in the costs to treat these wastes.

§30-76. Contract for Reserved Capacity

The director may, with the approval of the council, enter into a contract with persons discharging industrial wastes who desire to reserve a portion of the design capacity of the sanitary sewer system or water pollution control plant. The contract shall contain a provision stating that an annual amount, representing the person's proportionate share of the City's net annual capital investment cost in the facilities reserved, shall be paid by the person signing the contract. The contract shall also contain a provision that if the person's average daily flow varies more than 20 percent on a yearly basis, either party may open the contract for renegotiation of the minimum payment.

Article X. Sewer Rates and Charges

§30-77. Purpose of Article

The mayor and council of the city hereby find and determine: This City has constructed and owns and operates a sewerage system and plant for the treatment, purification, and disposal in a sanitary manner of the liquid

ORDINANCE NO. 9641 (Cont.)

and solid wastes, sewage, and night soil of such community and it is necessary, in order to protect the health of the inhabitants of the city and to comply with the law of the state and the requirements of the department of health of the state that the sewerage system be operated and maintained; that in order to provide the revenues to operate and maintain the sewer system and disposal plant and to create a reserve fund for the purpose of future maintenance, it is necessary that the City establish just and equitable rates and charges to be paid to the City for the use of such disposal plant and sewerage system by each person whose premises are served thereby.

§30-78. Consumer; Defined

The word "consumer" as used in this article shall include all users of the municipal sewerage system of the City, including all persons whose premises are served thereby and all owners and tenants of real estate and buildings connected with such sewerage system or served thereby and all users of such system who in any way use the same or discharge sanitary sewage, industrial waste, water or other liquid either directly or indirectly into the sewerage system of the City.

§30-79. Consumer; Classification

Consumers shall be classified as residential or commercial. For the purposes of this article a residential consumer is one whose property is used exclusively for residential purposes and commercial consumers are all consumers other than residential consumers.

§30-80. Rental Charge; Computation

For the use of the city sewer system, each consumer shall pay a rental charge which shall be computed and based on his contribution of sewage to such system; provided, that a minimum charge for sewer rental as set forth in §30-84 and §30-85 shall be made for each dwelling unit which is directly or indirectly connected to the City sanitary sewer system, unless for a complete billing period the City water supply to such unit has been disconnected by the City, or the private water supply disconnected to the satisfaction of the City. For the purposes of this Article, a dwelling unit shall mean one or more rooms and a single kitchen designed as a unit for occupancy by one family for living and sleeping purposes, and shall include a manufactured home. If more than one dwelling unit is served from a single water meter or single private water source as in the case of apartments and mobile home courts, a percentage of the minimum rate shall be charged against each unit, depending on the number of dwelling units per water meter or private water source as follows:

2 to 5 dwelling units.....	65%
6 to 10 dwelling units.....	60%
11 to 20 dwelling units.....	55%
21 and over dwelling units.....	50%

The above charges shall be computed upon the yearly average of the number of dwelling units occupied.

§30-81. Rental; Residential and Commercial

The charges to be paid by residential consumers for use of the sewerage system and disposal plant shall be based upon water consumption. The monthly residential sewer charges for the twelve months following April 1st of each year will be based on the average water consumption for that property during the months of January, February and March. Commercial customers shall pay according to the meter reading which precedes billing.

Amended by Ordinance No. 9524, effective 03/17/2015

§30-82. Rental Charge; Use of Water Meters

The sewer rental charge shall be applied separately to each individual water meter which measures water contributing to or discharging into the city sewerage system and shall be determined by the water meter reading for water furnished by the water works system of the city or by privately-owned water supply which may contribute to or discharge into the sewerage system. In the case of unmetered water supply, the quantity of water used and discharged into the sewerage system of the City shall be determined to the satisfaction of the council and at the expense of the owner of the unmetered water supply. If the quantity of unmetered water discharged into the sewerage system is estimated by the council to be in excess of one thousand cubic feet per month for any one month, the council may require that such water supply be metered at the expense of the owner or consumer.

ORDINANCE NO. 9641 (Cont.)

Should any meter get out of order or repair and fail to register properly, such consumer will be charged at the average monthly consumption as shown by the meter when in order for six months previous, or fraction thereof, if the same has not been used that long.

§30-83. Volume Charges

The charges for sewer service shall be paid either quarterly or monthly in conformance with the billing for water, and each consumer shall be billed per 100 cubic feet in accordance with the City of Grand Island Fee Schedule.

§30-84. Service Charges

The monthly service charge for sewage contributions to consumers and users shall be in accordance with the City of Grand Island Fee Schedule, regardless of the volume of sewage contributed.

§30-85. Industrial Waste Surcharge

Extra Strength Surcharge

An industrial waste surcharge shall be assessed against any person discharging industrial wastes into the City's sanitary sewer system where the contributed wastewater strength exceeds normal strength wastewater and shall be billed in accordance with the City of Grand Island Fee Schedule.

Customer Charge

The specific costs incurred by the City associated with monitoring and determining flow and strength.

Industrial Four Part Charge

The industrial service four-part charges will be applied to those industrial users who certify that their sewage contributions are less than normal strength wastewater, and such customers shall be billed in accordance with the City of Grand Island Fee Schedule.

Customer Charge

The specific costs incurred by the City associated with monitoring and determining flow and strength and/or checking the users certification.

§30-86. Minimum Charges

The minimum charge for sewage contributions shall be the sum of applicable service charge, volume charge and/or extra strength surcharge. For customers billed on the industrial four part charge, the minimum charge shall be the sum of the volume, BOD, SS, oil and grease, hydrogen sulfide, ammonia, and customer charge.

The minimum charge for sewage contributions to consumers and users who are not required to meter their water supply shall be in accordance with the City of Grand Island Fee Schedule.

§30-87. Reserved

§30-88. Collection

The sewer rental charges prescribed by this article shall be collected at the same time and in the same manner and by the same officers as water charges are collected by the City.

§30-89. Delinquent Charges

Bills for sewer rental charges made by this Article shall be rendered as for water service of the City and all rental charges levied by this Article which are not paid at or before water service charges of the City are required to be paid shall be deemed to be delinquent and the water service of such consumer may be discontinued.

§30-90. Charges To Be a Lien

All rental charges prescribed by this article shall be a lien upon the premises and real estate for which the sewer service is supplied and used and if not paid when due such charge shall be certified to the city treasurer and may be recovered by the City in an action at law and such delinquent charges may be certified to the county clerk and assessed against the real estate and premises served and be collected and returned in the same manner as other city taxes are certified, collected, and returned.

ORDINANCE NO. 9641 (Cont.)

§30-91. Disposition of Funds

The mayor and council hereby find and determine that the rental charges established by this article are just and equitable rates and charges to be paid to the City for the use of its disposal plant and sewerage system by each person whose premises are served thereby. All moneys collected for such rental charges shall be paid into the sewer and sewer collection funds and shall be used only for the purpose of maintenance and operation of the existing sewer system and disposal plant, and to create a reserve fund for the purpose of future maintenance, pursuant to Article 5, Chapter 18, Reissue Revised Statutes of Nebraska 1943.

§30-92. Accounting System

Under Ordinance No. 4131, the City of Grand Island, Nebraska, has agreed to account for its revenues and expenditures in a specified manner. It is considered that the requirements for user charge accounting systems can be met by following the accounting procedures outlined in Ordinance No. 4131 and supplemental ordinance which have been issued subsequently for additional bonds.

§30-93. Special Rates

Where, in the judgment of the council, special conditions surround the use of city water to the extent that the application of the service charges, rates, or rentals as specified by this Article would be inequitable and unfair to either the City or such consumers, the council shall establish a special rate applying to such consumers. Such special rates when adopted by ordinance by the city council shall apply to all consumers under like circumstances.

§30-94. Water Discharged Into Storm Sewers

The provisions of this Article do not apply to water discharged into the storm sewer.

§30-95. Charges for Septic Tank Sludge

Septic tank sludge may be deposited at the City's Wastewater Facility in a location designated by the superintendent of the said plant or his representative after payment of a fee in accordance with the City of Grand Island Fee Schedule for ordinary septage, having strength up to 6,000 mg/l BOD, and 20,000 mg/l SS.

Per 100 gallons or fraction thereof of tank capacity in accordance with the City of Grand Island Fee Schedule.

For septage having strength of more than 6,000 mg/L BOD, and 20,000 mb/L SS, the fee shall be charged according to the current Fee Schedule for charges of high septic sludge.

Waste from a recreational vehicle may be deposited at the City's water pollution control plant in a location designated by the superintendent of said plant. Fees for such discharge of recreational waste shall be on a voluntary basis.

§30-96. User Charge System Review

The City will review the user charge system at least every two years and revise user charge rates as necessary to insure that the system generates adequate revenues to pay the cost of operation and maintenance, including replacement, and that the system continues to provide for the proportional distribution of operation and maintenance, including replacement expenses among users and user classes.

§30-97. Reserved

§30-98. Toxic Pollutants

Any user which discharges any toxic pollutants which cause an increase in the cost of managing the effluent or the sludge from the City's treatment works, or any user which discharges any substance which singly or by interaction with other substances causes identifiable increases in the cost of operation and maintenance, including replacement of the treatment works, shall pay for such increased cost.

ORDINANCE NO. 9641 (Cont.)

SECTION 2. Chapter 30, Sections 30-1 through 30-96 as now existing, and any ordinances or parts of ordinances in conflict herewith be, and hereby are, repealed.

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

Enacted: August 8, 2017.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, August 8, 2017

Council Session

Item G-1

Approving Minutes of July 25, 2107 City Council Regular Meeting

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING

July 25, 2017

Pursuant to due call and notice thereof, a Regular Meeting of the City Council of the City of Grand Island, Nebraska was conducted in the Council Chambers of City Hall, 100 East First Street, on July 25, 2017. Notice of the meeting was given in *The Grand Island Independent* on July 19, 2017.

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

Mayor Jensen introduced Community Youth Council member Megan Woods.

INVOCATION was given by Pastor Stan Davis, New Life Community Church, 301 West 2nd Street followed by the PLEDGE OF ALLEGIANCE.

PRESENTATIONS AND PROCLAMATIONS:

Recognition of Anna Sorensen, Senior Public Safety Dispatcher for 20 Years of Service with the City of Grand Island. The Mayor and City Council recognized Senior Public Safety Dispatcher Anna Sorensen for 20 years of service with the City of Grand Island. Ms. Sorensen was present to for the recognition.

PUBLIC HEARINGS:

Public Hearing on Amendment to the Redevelopment Plan for CRA Area #1 located at 523 E. Division/206 S. Plum (Weinrich Developments, Inc.). Regional Planning Director Chad Nabity reported that Weinrich Development Inc., the owner of a vacant house at 523 E. Division had submitted a proposed amendment to the redevelopment plan that would provide for demolition and redevelopment of this property for multi-family residential uses. Staff recommended approval. Sonja Weinrich spoke in support. No further public testimony was heard.

Public Hearing on CRA Area #25 Blighted and Substandard Study for 12,232.94 Acres located at the Cornhusker Army Ammunition Plant (Central Nebraska Growth Foundation). Regional Planning Director Chad Nabity reported that the Central Nebraska Growth Foundation commissioned a Blight and Substandard Study for proposed Redevelopment Area 25 to be prepared by Marvin Planning Consultants. The study pertained to 12,230 acres, more or less, of property at the former Cornhusker Army Ammunition Plant (CAAP) west of Grand Island located between Husker Highway and Airport Road and between 60th Road and Schauppsville Road. Staff recommended approval. Ron Depue, 308 No. Locust Street; Keith Marvin, Marvin Consulting Group from David City; Neal Niedfelt representing Southern Public Power District; and KC

Hehnke representing Central Nebraska Growth Foundation spoke in support. No further public testimony was heard.

Public Hearing on Community Development Block Grant 2017-2018 Annual Action Plan Funding Allocations. Charley Falmlen with the Community Development Department reported that the Annual Action Plan addresses the intended use of an allocated \$360,253 in entitlement grant funds under the Community Development Block Grant (CDBG) program and identifies community development priority needs, objectives, and activities to be implemented during fiscal year 2017-2018. Staff recommended approval. No public testimony was heard.

Public Hearing on Acquisition of Utility Easement - Corner of Cougar & Antelope Drives (MAN Properties, LLC). Utilities Director Tim Luchsinger reported that acquisition of a utility easement located at the corner of Cougar and Antelope Drives was needed in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers. This easement was needed for the expansion of GI Trailer Company. Staff recommended approval. No public testimony was heard.

Public Hearing on Request from Midland Ag Service, Inc. for a Conditional Use Permit to Allow Parking for the Nebraska State Fair and Similar Events Located at 1311 South Stuhr Road. Building Department Director Craig Lewis reported that Midland Ag Service, Inc. had submitted a Conditional Use Permit application to allow property located at 1311 South Stuhr Road to continue to be utilized as a parking lot for the Nebraska State Fair and other similar events. Staff recommended approval. No public testimony was heard.

ORDINANCES:

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

#9637 - Consideration of Vacation of Utility Easement - 2241 N. Diers Avenue

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

Utilities Director Tim Luchsinger reported that a new easement was completed to reroute the underground high voltage primary electrical for a new Discount Tire Store at 2241 N. Diers Avenue and this easement needed to be vacated so they could construct their new building at that location. Staff recommended approval.

Motion by Paulick, second by Stelk to approve Ordinance #9637.

City Clerk: Ordinance #9637 on first reading. All those in favor of the passage of this ordinance on first reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

City Clerk: Ordinance #9637 on second and final reading. All those in favor of the passage of this ordinance on second and final reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

Mayor Jensen: By reason of the roll call votes on first reading and then upon second and final readings, Ordinance #9637 is declared to be lawfully adopted upon publication as required by law.

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

Approving Minutes of July 10, 2017 City Council Joint Health Meeting.

Approving Minutes of July 11, 2107 City Council Regular Meeting.

Approving Minutes of July 18, 2017 City Council Special Budget Meeting.

Approving Re-Appointments of Barry Burrows and Bryan Fiala to the Tree Board.

Approving Re-Appointments of Bob Loewenstein and Melissa Girard-Lemons to the Animal Advisory Board.

Approving Liquor Manager Designation Request for Robert Steider, 9610 Glass Ridge Court, Lincoln, NE for Super Saver #19, 1602 West 2nd Street and Super Saver #28, 710 West State Street.

#2017-200 - Approving Budget Amendment to 2016-2017 Annual Action Plan for Community Development Block Grant Activities.

#2017-201 - Approving Change Order No. 1 for CDBG Contract 2016-4 - Small Business Rental Assistance Program to Increase the Contract Amount to the Downtown BID from \$35,000 to \$110,000 and Extending the Completion Date to September 30, 2018.

#2017-202 - Approving Acquisition of Utility Easement - Corner of Cougar & Antelope Drives (MAN Properties LLC).

#2017-203 - Approving Bid Award for Boiler Condition Assessment at Platte Generating Station with TEI Construction Services of Magnolia, Texas in an Amount of \$189,754.00.

#2017-204 - Approving Amendment No. 2 for Enterprise Asset Management System for the Public Works Department with Cartegraph Systems, Inc. of Dubuque, Iowa in an Amount of \$24,100.00.

REQUESTS AND REFERRALS:

Consideration of Review of the Public Hearing on the Community Development Block Grant 2017-2018 Annual Action Plan Funding Allocations. This item was related to the aforementioned Public Hearing. Staff recommended approval.

Motion by Fitzke, second by Minton to approve the Community Development Block Grant 2017-2018 Annual Action Plan. Upon roll call vote, all voted aye. Motion adopted.

Consideration of Request from Midland Ag Service, Inc. for a Conditional Use Permit to Allow Parking for the Nebraska State Fair and Similar Events Located at 1311 South Stuhr Road. This item was related to the aforementioned Public Hearing. Staff recommended approval. Mr. Lewis answered questions concerning this lot not having to be graveled.

Motion by Minton, second by Paulick to approve the request. Upon roll call vote, all voted aye. Motion adopted.

RESOLUTIONS:

#2017-205 - Consideration of Approving Amendment to the Redevelopment Plan for Area 1 located at 523 E. Division/206 S. Plum (Weinrich Developments, Inc.). This item was related to the aforementioned Public Hearing. Staff recommended approval. Discussion was held concerning the housing needs study done in 2014. Mr. Nabity stated the study is done every five years and would be done again in 2018 or 2019.

Motion by Donaldson, second by Fitzke to approve Resolution #2017-205. Upon roll call vote, all voted aye. Motion adopted.

#2017-206 - Consideration of Approving CRA Area #25 Blighted and Substandard Study for 12,232.94 Acres located at the Cornhusker Army Ammunition Plant (Central Nebraska Growth Foundation). This item was related to the aforementioned Public Hearing. Staff recommended approval. Discussion was held concerning annexing this property into the City to broaden the tax base. Mr. Nabity stated we had to follow state statutes and this property had to be contiguous in order to annex. Mr. Depue answered questions concerning liability to the city with regards to development on contaminated land.

Motion by Nickerson, second by Fitzke to approve Resolution #2017-206. Upon roll call vote, all voted aye. Motion adopted.

#2017-207 - Approving Submission of the 2017-2018 Annual Action Plan for Community Development Block Grant Activities. Charley Falmlen with the Community Development Department reported that the Annual Action Plan addressed the intended use of an allocated \$360,253 in entitlement grant funds under the Community Development Block Grant (CDBG) program and identified community development priority needs, objectives, and activities to be implemented during fiscal year 2017-2018. Staff recommended approval.

Motion by Minton, second by Stelk to approve Resolution #2017-207. Upon roll call vote, all voted aye. Motion adopted.

#2017-208 - Consideration of Approving FY 2017-2018 Annual Budget for Downtown Business Improvement District 2013 and setting Date for Board of Equalization. Finance Director Renae Jimenez reported that the Downtown Business Improvement District 2013 had submitted their 2017-2018 budget which provided for special assessments in the amount of \$101,209.00. She

requested the Board of Equalization date be set for September 12, 2017. Staff recommended approval. Ryan Hand, 617 West 3rd Street answered questions regarding rental assistance.

Motion by Donaldson, second by Fitzke to approve Resolution #2017-208. Upon roll call vote, all voted aye. Motion adopted.

#2017-209 - Consideration of Approving an Agreement with Verizon Wireless for Antennas at the Heartland Events Center. City Attorney Jerry Janulewicz reported that Verizon Wireless was installing additional antenna nodes within various buildings at the Fonner Park/State Fair site including the Heartland Events Center and was requesting a license agreement from the City. Staff recommended approval.

Motion by Fitzke, second by Minton to approve Resolution #2017-209. Upon roll call vote, all voted aye. Motion adopted.

PAYMENT OF CLAIMS:

Motion by Minton, second by Fitzke to approve the payment of claims for the period of July 12, 2017 through July 25, 2017 for a total amount of \$5,070,897.27. Upon roll call vote, Councilmembers Steele, Minton, Fitzke, Donaldson, Haase, Jones, Stelk, and Nickerson voted aye. Councilmember Paulick abstained. Motion adopted.

Questioned was a claim for a licensing agreement in the IT Department.

ADJOURNMENT: The meeting was adjourned at 8:07 p.m.

RaNae Edwards
City Clerk



City of Grand Island

Tuesday, August 8, 2017

Council Session

Item G-2

Approving Request of Fonner Park Exposition and Events Center, Inc. (Heartland Events Center) for Ratification of Nomination and Election of Board of Directors

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

Staff Contact: Mayor Jeremy Jensen

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

PARTNERS

BRUCE I. SMITH
MICHAEL L. JOHNSON
AREND R. BAACK
DANIEL M. PLACZEK
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ASSOCIATES

JARED J. KREJCI

A.J. LUEBS (1903-1996)
D. STEVEN LEININGER (RETIRED)

COPY

July 27, 2017

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

Re: Fonner Park Exposition and Events Center, Inc.

Dear Mayor Jensen:

Please have the City Clerk of the City of Grand Island, Nebraska ("the City") place the following matter on the agenda of the meeting of the City Council of the City scheduled for August 8, 2017:

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

Hall County Livestock Improvement Association ("Fonner Park") held its annual meeting on July 26, 2017, one (1) of the purposes of which was to elect directors of Fonner Park Exposition and Events Center, Inc. ("Heartland").

Heartland is a nonprofit corporation formed under Section 501(c)(3) of the Internal Revenue Code for the purposes of lessening the burdens of government. Specifically, Heartland was formed to lessen the burdens of the City in planning, constructing and operating an agricultural exposition and events center in the City.

The Board of Directors of Heartland consists of five (5) members. As a condition to obtaining exemption under Section 501(c)(3) of the Internal Revenue Code, the Internal Revenue Service required that the following provisions be included in the Bylaws of Heartland:

- (1) You, as the Mayor of the City, nominate one (1) member of the Board of Directors of Heartland and your nominee shall be elected; and

- (2) The election of your nominee and the remaining four (4) directors as the members of the Board of Directors of Heartland is submitted to the City Council of the City for ratification.

Because Heartland was formed for the purpose of lessening the burdens of government, the Internal Revenue Service imposed the foregoing requirements on Heartland so that there would be an opportunity for oversight by the City in regard to the election of directors of Heartland.

The following director was nominated by you and elected in compliance with the requirements of (1) above.

Brad Mellema

The following four (4) directors were also elected:

Jim Cannon
Steve Dowding
Barry Sandstrom
Roger Luebke

The election of your nominee and the remaining four (4) directors as the members of the the Board of Directors of Heartland should now be submitted to the City Council of the City for ratification in compliance with the requirements of (2) above.

You also appointed Roger Steele to act as a liaison representative to Heartland on behalf of the City Council of the City.

Please submit to the City Council of the City for ratification the election of your nominee and the remaining four (4) directors as members of the Board of Directors of Heartland in compliance with the requirements of the Bylaws of Heartland.

Thank you for your time and consideration.

Sincerely,

LEININGER, SMITH, JOHNSON,
BAACK, PLACZEK & ALLEN



MICHAEL L. JOHNSON

MLJ/par

cc: Ms. RaNae Edwards, City Clerk
Mr. Bruce Swihart

43-4/640728



City of Grand Island

Tuesday, August 8, 2017

Council Session

Item G-3

#2017-210 - Approving Amendment No. 1 for Engineering Consulting Services Related to Sycamore Street Underpass Rehabilitation

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

Council Agenda Memo

From: Keith Kurz PE, Assistant Public Works Director

Meeting: August 8, 2017

Subject: Approving Amendment No. 1 for Engineering Consulting Services Related to Sycamore Street Underpass Rehabilitation

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

Background

On February 14, 2017, via Resolution No. 2017-31, City Council approved an agreement for engineering consulting services related to Sycamore Street Underpass Rehabilitation with Alfred Benesch & Company of Lincoln, Nebraska in the amount of \$70,912.00.

The Sycamore Street underpass was built in 1950 and engineering analysis has identified a number of repairs and replacements which must be implemented to extend the life of the structure. This includes a number of issues related to the retaining walls, the South Front Street Bridge, and the storm sewer pumping system. The initial phase of this contract focused geotechnical and structural analysis necessary to develop the most cost effective design. Several alternatives were considered for the South Front Street Bridge, including:

Removal without replacement	\$2,238,000
Replace with narrower, higher bridge	\$2,380,000
Reconstruct existing bridge	\$2,575,000

Discussion

An amendment to the original agreement with Alfred Benesch & Company is necessary to allow for the final design phase of the Sycamore Street Underpass Rehabilitation project. Such amendment will include data collection, groundwater analysis, storm water drain system investigation and analysis, final structural design of a replacement bridge and abutment as detailed in the scope of services, remediation of the existing remaining traffic bridge, abutments and retaining walls, pump replacement and relocation, and final roadway design and utility coordination. Amendment No. 1 is for an amount not to exceed \$214,210.00, resulting in a revised agreement total of \$285,122.00. The higher effort structural analysis and data collection may impact the costs if conditions are not as anticipated.

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 Amendment No. 1 to the original agreement for engineering consulting services related to Sycamore Street Underpass Rehabilitation with Alfred Benesch & Company of Lincoln, Nebraska in the amount of \$214,210.00.

Sample Motion

Move to approve Amendment No. 1.

CONSULTING SERVICES AGREEMENT

CLIENT	City of Grand Island	Project Name	Sycamore St Underpass
Address	100 E. 1st Street		
	PO Box 1968		
	Grand Island, NE 68802-1968	Project Location	City of Grand Island
Telephone	402-363-2600		
Client Contact	Tim Golka	Consultant PM	Jay Bleier
Client Job No.		Consultant Job No.	00111567.00

This AGREEMENT is made by and between City of Grand Island, hereinafter called "CLIENT," and Alfred Benesch & Company, hereinafter called "CONSULTANT", for professional consulting services as specified herein. CONSULTANT agrees to provide CLIENT with requested consulting services more specifically described as follows (or shown in Attachment A):

This contract includes final design services for the Sycamore Street Underpass as defined in Attachment A

The GENERAL CONDITIONS and the following Attachments are hereby made a part of the AGREEMENT:

- ☒ Attachment A: Scope of Services and Fee Estimate
☒ Attachment B: Schedule of Unit Rates
☐ Attachment C: _____
or
☐ Exhibit A: Work Authorizations specifying Method of Payment, Scope, and Fee

By signing this AGREEMENT, CLIENT acknowledges that it has read and fully understands this AGREEMENT and all attachments thereto. CLIENT further agrees to pay CONSULTANT for services described herein upon receipt of invoice by CLIENT for the CONSULTANT's estimated fee as described below:

- ☐ BY LUMP SUM: \$ _____
☒ BY TIME AND MATERIALS: \$ Not to exceed \$214,210.
☐ BY OTHER PAYMENT METHOD (See Attachment _____): \$ _____
☐ AS SHOWN ON SERIALLY NUMBERED WORK AUTHORIZATIONS USING EXHIBIT A

IN WITNESS WHEREOF, the parties hereto have made and executed this AGREEMENT:

CLIENT

ALFRED BENESCH & COMPANY

BY: _____
AUTHORIZED REPRESENTATIVE

BY: Anthony Dirks
AUTHORIZED REPRESENTATIVE

PRINT NAME: _____

PRINT NAME: Anthony Dirks

TITLE: _____

TITLE: Sr. Vice President

DATE: _____, 20____

DATE: July 27, 2017

BENESCH OFFICE: Grand Island

ADDRESS: _____

PLEASE SIGN AND RETURN ONE COPY TO ALFRED BENESCH & COMPANY (ADDRESS ABOVE).

GENERAL CONDITIONS

SECTION I - SERVICES BY CONSULTANT

1.1 General

CONSULTANT shall provide services under this AGREEMENT only upon request of the CLIENT, and only to the extent defined and required by the CLIENT. These services may include the use of outside services, outside testing laboratories, and special equipment. Attachments to this AGREEMENT are as identified on the signature page to this AGREEMENT or using serially numbered Work Authorizations, and with these GENERAL CONDITIONS, are all as attached hereto, and made a part of this AGREEMENT.

1.2 Scope of Services and Fees

The services to be performed by CONSULTANT and the associated fee are attached hereto and made a part of this AGREEMENT or using by serially numbered Work Authorizations, all as identified on the signature page to this AGREEMENT, and shall be performed by the CONSULTANT in accordance with the CLIENT's requirements. It is mutually understood that CONSULTANT'S fee is not a firm contractual amount except the total fee by the CONSULTANT shall not be exceeded unless authorized in writing by the CLIENT. The intent of the Scope of Services is to identify the services to be provided by CONSULTANT. However, it is specifically understood that by written notice to CONSULTANT, CLIENT can decrease or, with concurrence of CONSULTANT, increase the Scope of Services.

SECTION II - PAYMENTS TO CONSULTANT

2.1 Method of Payment

Payment for CONSULTANT'S personnel services and direct expenses shall be expressed in U. S. dollars, and based on the Method of Payment which is identified on the signature page to this AGREEMENT or serially numbered Work Authorizations, attached hereto, and made a part of this AGREEMENT.

2.2 Payment for Personnel Services

2.2.1 Payment

Payment for the services rendered by CONSULTANT's personnel shall be based on the hours of chargeable time and in accordance with CONSULTANT's Schedule of Unit Rates, which is identified on the signature page to this AGREEMENT and attached hereto, and made a part of this AGREEMENT.

2.2.2 Chargeable Time

Chargeable time for CONSULTANT's personnel is that portion of their time devoted to providing services requested by CLIENT. Chargeable time for field personnel located away from CONSULTANT's office for more than one week is a minimum of eight hours per day and five days per calendar week, except for federally declared legal holidays or during an employee's sick leave or vacation time. Travel time from CONSULTANT's office to an assigned work site, and return to CONSULTANT's office, is chargeable time; or if more economical for CLIENT, CONSULTANT shall lodge its personnel overnight near the work site in lieu of traveling back to CONSULTANT's office at the end of each work day.

2.2.3 Overtime Rates

The basis for payment to CONSULTANT for each hour worked in excess of forty (40) hours in any calendar week shall be the applicable hourly rate as specified in the Schedule of Unit Rates.

2.3 Payment for Direct Expenses

2.3.1 Payment

For Direct Expenses incurred by CONSULTANT, payment to CONSULTANT by the CLIENT shall be in accordance with CONSULTANT's Schedule of Unit Rates.

2.3.2 Direct Expenses

For the purposes of this AGREEMENT, Direct Expenses to be contracted and managed by CONSULTANT and payable by CLIENT to CONSULTANT shall include: Outside Services including the services and reimbursable expenses for firms other than CONSULTANT which are necessary for the work the CONSULTANT is directed to perform; Laboratory Tests and related reports necessary for the work the CONSULTANT is directed to perform, either by the CONSULTANT or by an outside service for the CONSULTANT; Special Equipment expenses including the costs of the CONSULTANT locating, acquiring, leasing, or renting any equipment or facilities not currently owned, leased, or rented by CONSULTANT at the time of the request for services which are necessary to enable CONSULTANT to provide the services requested; vehicles furnished by CONSULTANT for CONSULTANT's authorized travels and for CONSULTANT's field personnel; Per Diem expense or actual costs of maintaining CONSULTANT's field personnel on or near the Project site, for each day of field assignment away from CONSULTANT's office; and Other Direct Expenses associated with all services provided hereunder and identified in the Schedule of Unit Rates.

2.4 Payment Conditions

2.4.1 CONSULTANT shall submit monthly invoices for all personnel services and direct expenses under this AGREEMENT and a final invoice upon completion of services.

2.4.2 Invoices are due and payable upon receipt by CLIENT. Interest at a rate of 1.5% per month, or the maximum allowed by law, will be charged on all past due amounts starting thirty (30) days after date of invoice. Payments will first be credited to interest and then to principal.

2.4.3 In the event of a disputed or contested invoice, only that portion so contested will be withheld from payment and the CLIENT will pay the undisputed portion. No interest will accrue on any reasonably contested portion of the invoice until mutually resolved.

2.4.4 If CLIENT fails to make payment in full to CONSULTANT within sixty (60) days after the date of the undisputed invoice, CONSULTANT may, after giving seven (7) days' written notice to CLIENT, suspend services under this AGREEMENT until paid in full, including interest. CONSULTANT shall have no liability to CLIENT for delays or damages caused by such suspension of services. CLIENT agrees to pay all costs of collection, including reasonable attorney's fees, incurred by CONSULTANT as a result of CLIENT's failure to make payments in accordance with this AGREEMENT. No final plans, documents or reports will be released for any purpose until CONSULTANT has been paid in full.

2.4.5 The billing rates specified in the Schedule of Unit Rates for subsequent years shall be adjusted annually in accordance with CONSULTANT's costs of doing business, subject to CLIENT's review and concurrence.

SECTION III - Term of Agreement

3.1 Term

CONSULTANT's obligations to perform under this AGREEMENT shall extend from the date of execution until terminated by either party.

3.2 Abandonment of Work

CLIENT shall have the absolute right to abandon any work requested hereunder or to change the general scope of the work at any time, and such action on its part shall in no event be deemed a breach of contract.

3.3 Termination of AGREEMENT

3.3.1 Termination with Cause

The obligation to provide further services under this AGREEMENT may be terminated with cause by either party. In the event of such termination, either party will promptly notify and confirm the termination in writing to the other party. The termination will be effective seven (7) days after delivery of written notice thereof. In the event of termination by CONSULTANT caused by failure of the CLIENT to perform in accordance with the terms of this AGREEMENT, CLIENT shall pay for all services performed prior to the effective date of the termination, including all project termination expenses, collection fees and legal expenses. CONSULTANT shall prepare a progress report, including information as to all the services performed by CONSULTANT and the status of the services as of the date of the termination, and provide information and documents developed under the terms of this AGREEMENT to the CLIENT upon receipt of final payment. In the event of termination by the CLIENT caused by failure by CONSULTANT to perform in accordance with the terms of this AGREEMENT, CONSULTANT shall prepare a progress report, including information as to all the services performed by CONSULTANT and the status of the services as of the date of the termination and provide information and documents developed under the terms of this AGREEMENT to the CLIENT. Upon receipt of all other information and documents, CLIENT shall pay CONSULTANT for services performed prior to the effective date of the termination.

3.3.2 Termination without Cause

Either party may, at its sole discretion, terminate this AGREEMENT without cause at any time. In the event of such termination, the terminating party will promptly notify and confirm the termination in writing to the other party. The termination will be effective seven (7) days after delivery of written notice thereof. Upon termination, CONSULTANT shall prepare a progress report, including information as to all the services performed by CONSULTANT and the status of the services as of the date of the termination, and provide information and documents developed under the terms of this AGREEMENT to the CLIENT upon receipt of final payment.

3.4 Payment for Work Upon Abandonment or AGREEMENT Termination

If CLIENT abandons requested work or terminates this

AGREEMENT, CONSULTANT shall be paid on the basis of work completed to the date of abandonment or effective date of termination. CONSULTANT shall perform no activities other than reasonable wrap-up activities after receipt of notice of abandonment or termination. Payment for the work shall be as established under Section II.

SECTION IV - General Considerations

4.1 Assignment and Responsibility for Personnel

4.1.1 The assignment of personnel and all phases of the undertaking of the services which CONSULTANT shall provide hereunder shall be subject to the oversight and general guidance of CLIENT.

4.1.2 While upon the premises of CLIENT or property under its control, all employees, agents, and subconsultants of CONSULTANT shall be subject to CLIENT's rules and regulations respecting its property and the conduct of its employees thereon.

4.1.3 However, it is understood and agreed that in the performance of the work and obligations hereunder, CONSULTANT shall be and remain an independent Consultant and that the employees, agents or subconsultants of CONSULTANT shall not be considered employees of or subject to the direction and control of CLIENT. CONSULTANT shall be responsible for the supervision and performance of all subconsultants which are to perform hereunder.

4.2 Insurance

4.2.1 CONSULTANT shall furnish CLIENT a certificate of insurance upon request showing amounts and types of insurance carried by CONSULTANT, which certificate shall contain a commitment by the Insurance Company that during the time any work is being performed by CONSULTANT under this AGREEMENT it will give CLIENT notice of cancellation or non-renewal of the insurance coverage shown on such certificates in accordance with policy provisions.

4.3 Successors and Assigns

4.3.1 CLIENT and CONSULTANT each binds itself and its partners, successors, executors, administrators, assigns, and legal representatives to the other party to this AGREEMENT and to the partners, successors, executors, administrators, assigns, and legal representatives of such other party, in respect to all covenants, agreements, and obligations of this AGREEMENT.

4.3.2 Neither CONSULTANT nor CLIENT shall assign or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this AGREEMENT without the written consent of the other party, except as stated in paragraph 4.3.1 and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this AGREEMENT. Nothing contained in this paragraph shall prevent CONSULTANT from employing such independent consultants, associates, and subconsultant's as it may deem appropriate to assist in the performance of services hereunder.

4.3.3 Nothing herein shall be construed to give any rights or benefits hereunder to any one other than CLIENT and CONSULTANT except as otherwise provided herein.

4.4 Compliance with Law

4.4.1 CONSULTANT shall comply with, and cause its subconsultants to comply with, applicable Federal, state, and local laws, orders, rules, and regulations

relating to the performance of the services CONSULTANT is to perform under this AGREEMENT.

4.4.2 Neither the CONSULTANT nor the CONSULTANT's agents or employees shall discriminate against any employee or applicant for employment to be employed in the performance of this AGREEMENT with respect to hiring, tenure, terms, conditions, or privileges of employment, because of race, color, religion, sex, or national origin.

4.5 Ownership and Reuse of Documents

4.5.1 All drawings, specifications, test reports, and other materials and work products which have been prepared or furnished by CLIENT prior to this AGREEMENT shall remain CLIENT's property. CONSULTANT shall be permitted to rely on CLIENT furnished documents and CLIENT shall make available to CONSULTANT copies of these materials as necessary for the CONSULTANT to perform the services requested hereunder.

4.5.2 All drawings, specifications, test reports, and other materials and work products, including computer aided drawings, designs, and other data filed on electronic media which will be prepared or furnished by CONSULTANT (and CONSULTANT's independent professional associates and subconsultants) under this AGREEMENT, are instruments of service in respect to the Project and CONSULTANT shall retain an ownership and property interest therein whether or not the Project is completed. CLIENT may make and retain copies for information and reference in connection with the use and the occupancy of the Project by CLIENT and others; however, such documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project. Further, CONSULTANT makes no warranty as to the compatibility of computer data files with computer software and software releases other than that used by CONSULTANT in performing services herein, and to the condition or availability of the computer data after an acceptance period of thirty (30) days from delivery to CLIENT. Any reuse without written verification or adaptation by CONSULTANT for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to CONSULTANT or to CONSULTANT's independent professional associates or subconsultants, and CLIENT shall indemnify and hold harmless CONSULTANT and CONSULTANT's independent professional associates and subconsultants from all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle CONSULTANT to further compensation at rates to be agreed upon by CLIENT and CONSULTANT.

4.6 Severability

If any of the provisions contained in this AGREEMENT are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision, and this AGREEMENT shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

4.7 Location of Underground Utilities

It shall be the CLIENT's responsibility to locate and physically mark all underground utilities and structures which lie within the work area prior to the start of subsurface investigations. If the CLIENT elects not to assume this responsibility, CLIENT shall notify CONSULTANT and shall compensate CONSULTANT for all costs associated with locating and physically marking said underground utilities and structures over and above the estimated project fee. CLIENT shall indemnify and hold CONSULTANT harmless

from any damages and delays resulting from unmarked or improperly marked underground utilities and structures. For reasons of safety, CONSULTANT will not begin work until this has been accomplished.

4.8 Subsurface Investigations

In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics might vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect Project cost and/or execution. These conditions and cost/execution effects are not the responsibility of the CONSULTANT.

4.9 CONSULTANT's Personnel at Project Site

4.9.1 The presence or duties of the CONSULTANT personnel at a Project site, whether as onsite representatives or otherwise, do not make the CONSULTANT or its personnel in any way responsible for those duties that belong to the CLIENT and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the project documents and any health or safety precautions required by such construction work. The CONSULTANT and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor or other entity or any other persons at the site except CONSULTANT's own personnel.

4.9.2 The presence of CONSULTANT's personnel at a construction site is for the purpose of providing to CLIENT a greater degree of confidence that the completed work will conform generally to the project documents and that the integrity of the design concept as reflected in the project documents has been implemented and preserved by the contractor(s). CONSULTANT neither guarantees the performance of the contractor(s) nor assumes responsibility for contractor(s)' failure to perform their work in accordance with the project documents.

4.10 Opinions of Cost, Financial Considerations, and Schedules

In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the Project, the CONSULTANT has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions. CONSULTANT's opinions of probable Total Project Costs and Construction Costs provided for herein as appropriate are made on the basis of CONSULTANT's experience and qualifications and represent CONSULTANT's judgments as an experienced and qualified professional consultant familiar with the construction industry. CONSULTANT makes no warranty that the CLIENT's actual Total Project or Construction Costs, financial aspects, economic feasibility, or schedules will not vary from the CONSULTANT's opinions, analyses, projections, or estimates. If CLIENT wishes greater assurance as to any element of the Total Project or Construction cost, feasibility, or schedule, CLIENT will employ an independent cost estimator, contractor, or other appropriate advisor.

4.11 Disposition of Samples and Equipment

4.11.1 Disposition of Samples

No samples and/or materials will be kept by CONSULTANT longer than thirty (30) days after submission of the final report unless agreed otherwise.

4.11.2 Hazardous or Potentially Hazardous Samples and Materials

In the event that samples and/or materials contain or are suspected to contain substances or constituents hazardous or detrimental to health, safety, or the environment as defined by federal, state, or local statutes, regulations, or ordinances, CONSULTANT will, after completion of testing, return such samples and materials to CLIENT, or have the samples and materials disposed of in accordance with CLIENT's directions and all applicable laws. CLIENT agrees to pay all costs associated with the storage, transportation, and disposal of samples and materials. CLIENT recognizes and agrees that CONSULTANT at no time assumes title to said samples and materials, and shall have no responsibility as a handler, generator, operator, transporter, or disposer of said samples and materials.

4.11.3 Contaminated Equipment

All laboratory and field equipment contaminated in CONSULTANT's performance of services will be cleaned at CLIENT's expense. Contaminated consumables will be disposed of and replaced at CLIENT's expense. Equipment (including tools) which cannot be reasonably decontaminated shall become the property and responsibility of CLIENT. At CLIENT's expense, such equipment shall be delivered to CLIENT, or disposed of in the same manner specified in 4.11.2 above. CLIENT agrees to pay CONSULTANT the fair market value of any such equipment which cannot reasonably be decontaminated and is delivered to CLIENT pursuant to this AGREEMENT.

4.12 Discovery of Unanticipated Pollutant and Hazardous Substance Risks

4.12.1 If CONSULTANT, while performing the services, discovers pollutants and/or hazardous substances that pose unanticipated risks, it is hereby agreed that the scope of services, schedule, and the estimated cost of CONSULTANT's services will be reconsidered and that this AGREEMENT shall immediately become subject to renegotiation or termination.

4.12.2 In the event that the AGREEMENT is terminated because of the discovery of pollutants and/or hazardous substances posing unanticipated risks, it is agreed that CONSULTANT shall be paid for its total charges for labor performed and reimbursable charges incurred to the date of termination of this AGREEMENT, including, if necessary, any additional labor or reimbursable charges incurred in demobilizing.

4.12.3 CLIENT also agrees that the discovery of unanticipated pollutants and/or hazardous substances may make it necessary for CONSULTANT to take immediate measures to protect health and safety. CONSULTANT agrees to notify CLIENT as soon as practically possible should unanticipated pollutants and/or hazardous substances be suspected or encountered. CLIENT authorizes CONSULTANT to take measures that in CONSULTANT's sole judgment are justified to preserve and protect the health and safety of CONSULTANT's personnel and the public. CLIENT agrees to compensate CONSULTANT for the additional cost of taking such additional precautionary measures to protect employees' and the public's health and safety. This section is not intended to impose upon CONSULTANT any duties or obligations other than those imposed by law.

SECTION V - Professional Responsibility

5.1 Performance of Services

CLIENT acknowledges that the performance of professional services is not an exact science, and errors and omissions may occur that are within the industry standard of practice which states that CONSULTANT will strive to perform services under this AGREEMENT in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this AGREEMENT, or in any report, opinion, document, or otherwise.

5.2 Limitation of Liability

CLIENT and CONSULTANT agree to allocate certain of the risks so that, to the fullest extent permitted by law, CONSULTANT's total liability to CLIENT is limited to the available limit of CONSULTANT's insurance coverage or the total fee for Services rendered on this Project, whichever is less, this being the CLIENT's sole and exclusive remedy for any and all injuries, damages, claims, losses, expenses, or claim expenses (including attorney's fees) arising out of this AGREEMENT from any cause or causes. Such causes include, but are not limited to, CONSULTANT's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty.

5.3 No Special or Consequential Damages

CLIENT and CONSULTANT agree that to the fullest extent permitted by law neither party shall be liable to the other for any special, indirect, or consequential damages whatsoever, whether caused by either party's negligence, errors, omissions, strict liability, breach of contract, breach of warranty, or other cause or causes.

5.4 Indemnification

To the fullest extent permitted by law, CLIENT agrees to defend, indemnify, and hold CONSULTANT, its officers, directors, employees, and, subconsultants harmless from and against any and all claims, damages, losses and expenses, defense costs including attorneys' fees, and court or arbitration costs and other liabilities arising out of or resulting from, wholly or in part, the performance of CONSULTANT's services hereunder; provided that CLIENT shall not indemnify CONSULTANT against liability for damages or expenses to the extent caused by the negligence of CONSULTANT, its officers, directors, employees, or subcontractors.

5.5 No Third Party Beneficiaries

CLIENT and CONSULTANT expressly agree that AGREEMENT does not confer upon any third party any rights as beneficiary to this AGREEMENT. CONSULTANT accepts no responsibility for damages, if any, suffered by any third party as the result of a third party's use of the work product, including reliance, decisions, or any other action taken based upon it.

CLIENT agrees that CONSULTANT's services and work products are for the exclusive present use of CLIENT. CLIENT agrees that CONSULTANT's compliance with any request by CLIENT to address or otherwise release any portion of the work product to a third party shall not modify, rescind, waive, or otherwise alter provisions of this AGREEMENT nor does it create or confer any third party beneficiary rights on any third party.

SECTION VI - Miscellaneous Provisions

6.1 Notices

Any notice to either party herein shall be in writing and shall be served either personally or by registered or certified mail addressed to the signing party shown on the signature page.

6.2 Joint Preparation

For purposes of contract interpretation and for the purpose of resolving any ambiguity in this AGREEMENT, the parties agree that this Agreement was prepared jointly by them and/or their respective attorneys.

6.3 Headings

Headings used in this AGREEMENT are for the convenience of reference only and shall not affect the construction of this AGREEMENT

6.4 Dispute Resolution

If negotiation in good faith fails to resolve a dispute within thirty (30) days of written notice of the dispute by either party, then the parties agree that each dispute, claim or controversy arising from or related to this AGREEMENT or the relationships which result from this AGREEMENT shall be subject to mediation as a condition precedent to initiating legal or equitable actions by either party. Unless the parties agree otherwise, the mediation shall be in accordance with the Commercial Mediation Procedures of the American Arbitration Association then currently in effect. A request for mediation shall be filed in writing with the American Arbitration Association and the other party. No legal or equitable action may be instituted for a period of ninety (90) days from the filing of the request for mediation unless a longer period of time is provided by agreement of the parties. Cost of mediation shall be shared equally between the parties and shall be held in a location mutually agreed upon by the parties. The parties shall memorialize any agreement resulting from the mediation in a mediated settlement agreement, which agreement shall be enforceable as a settlement in any court having jurisdiction thereof.

Furthermore, in no circumstances shall a party to this AGREEMENT be joined by the other party to any other lawsuit, dispute or legal proceeding involving a party and any of the party's, consultants, subconsultants, lower tier subconsultants, other design professionals, construction managers, or other individuals or entities unless the parties agree to be joined in writing.

During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder.

6.5 Governing Law

This AGREEMENT is to be governed by the laws of the jurisdiction in which the project is located. For locations outside of the United States, this AGREEMENT shall be governed by the laws of the State of Illinois.

6.6 Entire Agreement

This AGREEMENT, along with those documents specified, attached, or hereby cited together, and serially numbered Work Authorizations if used, constitute the entire AGREEMENT between the parties hereto and no changes,

modifications, extensions, terminations, or waivers of this agreement, or other documents, or any of the provisions herein, or therein contained, shall be valid unless made in writing and signed by duly authorized representatives of both parties.

SCOPE OF SERVICES
SYCAMORE UNDERPASS DESIGN PHASE
GRAND ISLAND, NE
ATTACHMENT A

PROJECT DESCRIPTION

The scope of the project consists of the reconstruction of the South Front Street bridge, with the associated eastern abutment, over Sycamore Street in City of Grand Island; pump replacement for the stormwater drainage system; and remediation of the associated western abutment, remaining North Front Street bridge, and retaining walls along Sycamore Street between 3rd and 4th Street. The existing bridge is a single span reinforced concrete bridge deck that along with its eastern abutment are in need of replacement. Replacement of the existing bridge will include raising the top of road level of the bridge by approximately one foot over the current elevation, and reducing the bridge width from the existing approximate 54 feet to approximately 32 feet. Stormwater pumps servicing the area also require replacement.

The work required for this project includes: data collection, groundwater analysis, stormwater drain system investigation and analysis, final structural design of a replacement bridge and abutment as detailed in this scope of services, remediation of the existing remaining traffic bridge, abutments and retaining walls, pump replacement and relocation, and final roadway design and utility coordination.

Design and plan preparation will follow Nebraska Department of Transportation guidelines including the following:

- NDOT Roadway Design Manual
- NDOT Bridge Office Policies and Procedures Manual
- NDOT LPA Guidelines Manual
- NDOT Drainage Design and Erosion Control Manual
- NDOT Standard Specifications for Highway Construction, and Standard Plans

Any deviations from the above must be approved by the City of Grand Island prior to preparation of plans. Other design manuals include the following:

- AASHTO Policy on Geometric Design of Highways and Streets
- AASHTO Roadside Design Guide
- Manual on Uniform Traffic Control Devices
- AASHTO LRFD Bridge Design Specifications, Fifth Edition.

CITY OF GRAND ISLAND/NDOT TO PROVIDE OR COMPLETE

The Consultant anticipates the City of Grand Island, UPRR or NDOT will provide or arrange for the following items to be used by the Consultant in the development of project deliverables:

1. As-built plans of existing bridge and roadway (if available)
2. Existing cadastral maps, plat maps, electronic right-of-way files of the project area (if available)
3. Names of known utilities, addresses and permits listing use and occupancy permit data along the project
4. All Deed and Title Research including deeds for previous R.O.W. projects
5. Control points, ties, and benchmark information
6. Right-of-entry to private property for surveyors
8. Contractor bid tabs from bid opening

UNDERSTANDINGS AND ASSUMPTIONS

1. City of Grand Island standard plans, provisions, and plan format shall be followed
2. If necessary, the City of Grand Island will appraise and negotiate for any right-of-way needs
3. The City of Grand Island will advertise and award the project

ANTICIPATED SCHEDULE

- | | |
|--|-------------------|
| • Notice to Proceed | 08-09-2017 |
| • Complete Analysis of Existing Structure | 09-12-2017 |
| • Plan-in-Hand | 11-14-2017 |
| • PS&E | 12-12-2017 |

TASK 1 PROJECT MANAGEMENT / GENERAL PROJECT MEETINGS

The Consultant Project Manager will serve as point of contact, maintain project schedule and budget. Provide regular progress reports with invoices.

The Consultant will coordinate their design with agencies and/or Consultants that are involved with this project or adjacent projects. Coordination includes one-on-one meetings with the agencies or Consultants. Included with this task is coordination regarding construction access, and right-of-way agreements.

Benesch will coordinate, facilitate and attend various meetings associated with the project. The following outlines the anticipated project meetings, the focus of the meetings, and assumed quantity of each meeting type. The meetings identified in this scope of services are based on completing the work for both bridge sites as a single combined project. Any additional meetings not identified in this task shall be performed by supplemental agreement.

a. Progress Meetings (4)

The Consultant will schedule and attend all progress meetings. The Consultant will create and distribute a meeting agenda at least 48 hours prior to all progress meetings. Utility review / coordination will occur with the progress meetings.

b. Review Meetings (3)

The Consultant will schedule and attend review meetings to receive the City's review comments from the submittals at the plan-in-hand and pre-PS&E stages.

c. Plan-in-Hand

The Consultant will schedule and attend a plan-in-hand field inspection. This field inspection will follow the review of the plan in hand plans by the City.

d. UPRR Coordination

The Consultant will schedule and coordinate with the UPRR as necessary as required for UPRR design needs and review.

TASK 2 TOPOGRAPHIC SURVEY

Benesch will complete a topographic survey with sufficient data for project design using a combination of electronic total station and GPS survey equipment. We will gather full topographic survey for the distance between the south and north ends of the Sycamore Street retaining walls excluding the rail bridge. Additionally, we will provide survey information for South Front Street for 50 feet east and west of the South Front Street bridge and any relevant data pertaining to groundwater sampling and negative drainage concerns. Benesch will also document the stormwater pump system and piping in the existing pump house, and any future locations of new pump housing.

Benesch will also obtain and coordinate 3-D scanning of the bridge structures and retaining walls. Scans will be provided in a format that may be utilized for additional informational reference.

The Survey will be based on the US State Plane 1983 Coordinate System, Zone: Nebraska 2600. Horizontal Datum is 1983 (NQADA83) and vertical Datum will be North American Vertical Datum of 1988 (NAVD88).

TASK 3 GROUNDWATER EVALUATION

a. *Drilling and Sampling Methods*

Benesch proposes to drill at least (5) exploratory wells at the project site. The estimated depth of each well is 20 to 25 feet. A minimum of two (2) wells will be in the immediate vicinity of the YMCA swimming pool and a minimum of three (3) wells will be along the 8" water main along the middle of South Front Street.

Sampling of ground water and laboratory testing will be performed to try to determine if either item is a source of water for the ground water.

b. *Evaluation and Recommendations*

Benesch will evaluate the results of the laboratory testing and make recommendations specific to the results. Any design related to the determination that either source is a contributor to the ground water is not part of the scope of this contract.

c. *Exclusions*

Design recommendations pertaining to groundwater, such as dewatering requirements and design, are excluded from this contract. Any additional design pertaining to dewatering during construction would be in addition to this contract

TASK 4 STORMWATER PIPING EVALUATION AND REMEDIATION

a. *Data Gathering*

Benesch will use a remote access camera to examine and record conditions of existing stormwater piping in the project area. Evaluation of the footage of the examination will be performed to make recommendations for any remediation of the existing piping.

b. *Remediation/Replacement Recommendations*

Plans and specifications for the project will include any recommended remedial or replacement design of the existing stormwater system piping in the project area.

c. *Exclusions*

Design recommendations for remediation of the stormwater piping system are based upon the assumption that remediation will require minimal invasive procedures, such as relining the existing system. Invasive and extensive remediation such as complete removal and replacement of the existing piping would be in addition to this contract.

TASK 5 ROADWAY DESIGN

Benesch anticipates that approaches to the bridge will require modification in elevation and dimensions to accommodate the new bridge deck. In addition, road surfaces along the retaining walls to the south of the bridge need to be reset so that positive drainage is accomplished. Benesch intends to coordinate with the City to explore the possibility of changing the traffic patterns and usage of the roads to the south of the bridge.

Design Meetings

Benesch will meet with the City prior to the start of design to map out potential usage changes in the streets immediately adjacent to the retaining walls on the south side of the South Front Street Bridge, and to plan the streets in the design envelope to integrate the new bridge elevation and dimensions. Also, we anticipate the need to be aware of and accommodate pedestrian traffic with the change in the walkway to the south side of the bridge.

Utility Coordination

Benesch will perform utility coordination services for the project. The following outlines the specific scope of the utility coordination services to be performed. Any additional utility coordination services not identified in this task shall be performed by supplemental agreement.

a. Utility Location/ Verification

Benesch will review the utility locations shown on the plans, and verify these locations during field inspections. After survey is complete, plans will be printed and distributed to the Utility Companies for verification of ownership, type, size, location, and cased or uncased.

Benesch will request that the Utility Companies return to Benesch marked up plans with utility verification. The Consultant will incorporate the information into the topography. All utilities identified in the topographic survey and verified by the individual utility will be incorporated into the plans.

Identification and verification by the Utility Companies of major utility conflicts such as fiber optic lines, gas pipelines, crude oil pipelines, high-pressure waterlines, transmission lines, etc., will be accomplished at the earliest possible time. Benesch and the City's Project Manager will discuss major conflicts and attempt to avoid them. If avoidance is not possible, the Consultant will then request the Utility Company to verify the conflict and provide a preliminary estimate of reimbursable costs associated with the utility relocation.

b. Utility Meetings

Benesch will coordinate and facilitate two (2) meetings with the City Project Manager and will discuss major conflicts and available options to avoid them. If avoidance is not possible or not desirable, the Consultant will meet with the conflicting utility owner or designated representative to discuss options for relocating the utility and request confirmation the conflict exists. It is anticipated not more than two (2) meetings with utility owners or their designated representative(s) collectively will be required.

Plan-in-Hand Submittal

a. Preliminary Designs

Benesch shall prepare project base files and plan sheets in accordance with the City of Grand Island CADD standards. Plan sheets to be included in the first submittal include the following:

- Cover Sheet
- General Notes Sheet
- Removal Sheet
- Roadway Plan and Profile Sheets
- Right-of-Way Sheets
 - Existing right-of-way and ownerships identified

b. Cost Estimates

Benesch shall prepare an updated total project cost estimate. This shall include Preliminary Engineering, ROW acquisition, Private Utility Relocations, Public Utility Relocations, Construction, and Construction Engineering on the appropriate forms.

Right-of-Way

a. Right-of-Way Determination

Benesch will determine any temporary easements required to construct the project. Temporary construction easements will be acquired to provide adequate room for constructing the project.

b. Legal Descriptions

Benesch will prepare legal descriptions for the utility and temporary access easement.

c. Stake Right-of-Way

Benesch will stake corners of utility and temporary easements required to construct the project. It is estimated all of the tracts will be staked once and there will be no need to re-stake any due to property owner negotiations.

Draft PS&E Submittal

a. Draft PS&E Submittal Design

Benesch shall prepare project base files and plan sheets in accordance with the City of Grand Island CADD standards. All sheets that will be included in the Final PS&E plan set will be included in the draft PS&E submittal. This includes, but not limited to, the following sheets:

- Cover Sheet
- General Notes and Summary of Quantities Sheet
- Typical Section Sheet
- Detail Sheets
- Horizontal/Vertical Control Sheet
- Traffic Control/Detour Route Sheet

- Removal Sheet
- Erosion Control Sheet
- Geometrics/Joints/Grades Sheet
- Roadway Plan and Profile Sheet
- Right-of-Way Sheets
 - Proposed easements identified

b. Cost Estimates

Benesch shall prepare an updated total project cost estimate. This shall include, but not be limited to Preliminary Engineering, ROW acquisition, Private Utility Relocations, Public Utility Relocations, Construction, and Construction Engineering on the appropriate forms.

c. Special Provisions

Benesch will submit Special Provisions with the final submittal.

Permit Applications

Benesch shall prepare and submit on behalf of the City of Grand Island the SW PPP - NPDES Permit or UPRR permit as determined to be necessary for the project. Benesch shall copy the City's project manager on all applications being submitted.

Final Submittal

Upon incorporating review comments into the plan set, special provisions, permits and bidding documents, Benesch shall prepare and submit all drawings, special provisions, bidding documents and an updated total project cost estimate, to the City's Project Manager for the final PS&E review. Upon City acceptance of the PS&E plans, the Consultant shall submit the bid package to the City's Project Manager. The bid package includes sealed electronic and bond paper 11" x 17" drawings and sealed special provisions. The bid package will also be accompanied by an electronic copy of the design in AutoCAD format.

TASK 6 PUMP STATION

Pump System Removal and Replacement

Benesch will designate removal of the existing two (2) pumps and associated motors, electrical systems, and piping as needed. Benesch will then provide the design for two (2) designated vertical mixed-flow pump as approved by the City along with all associated mechanical and electrical equipment and piping required to move the predominance of the equipment to existing grade in accordance with the Alternate 2 concept developed in the Engineering Assessment. Benesch will also locate and design integration of the new pump system into the existing stormwater removal system, including locating the point of attachment and designing connections to the existing system.

Concrete Boring

Benesch will locate and designate the boring in the existing concrete so that new piping can be placed to accommodate the new pump system.

Pump Housing

Benesch will design the foundation and structure for the new pump housing to be placed at existing grade to contain the new pump equipment.

TASK 7 BRIDGE DESIGN

The design for the South Front Street bridge replacement will be completed based on the Alternative 2 concept developed in the Engineering Assessment prepared by Benesch. This alternative consists of a single approximately 32' span reinforced concrete bridge deck and new reinforced concrete abutment replacing the existing eastern abutment. The new top of bridge deck elevation will be approximately 12" higher than the existing bridge deck. The new bridge deck and eastern abutment will be incorporated into the existing bridge foundation and western abutment. The new bridge deck will consist of two (2) 12' foot traffic lanes with (2) 2' foot aprons, a 4' pedestrian walkway with a 2' apron, and associated barriers and railing in approximate aesthetic conformance with the existing bridge structure. Conceptual design of the new bridge deck is to be approved by the City prior to commencement of final design.

All drafting will be completed in an electronic drafting format using NDOT Bridge Division drafting standards in accordance with NDOT requirements. Benesch will prepare any special provisions necessary to complete the construction work.

Exclusion - Design of the east abutment and bridge deck are based upon the assumption that the existing design of the structure is compliant with current relevant codified requirements for structures of this nature. If the existing design, as determined by as-built drawings provided to Benesch, is found to be structurally inadequate and would require additional design of the proposed new structures as well as structural enhancement or removal and replacement of the west abutment and foundation, any additional design would be in addition to this contract. Alternatively, in the event that the remaining structure is found to be inadequate, an addendum may be added at the discretion of the City to modify the scope of work at the bridge which would include any associated change in cost.

An Estimate of Probable Construction Costs will be prepared for the City based on the most recent, readily available unit prices for similar construction and other current letting information readily available or provided by the City. Adjustments to unit prices and inflationary increases will be considered as deemed appropriate by the Engineer and agreed upon by the City. The Estimate of Probable Construction Costs will be itemized to reflect individual construction items of work anticipated for the project.

Benesch will develop the final design and prepare final bridge plans for the bridge in accordance with the requirements outlined in the AASHTO LRFD Bridge Design Specifications, Fifth Edition. The design and plans will also be completed in accordance with the NDOT Bridge Office Policies and Procedures Manual and associated drafting standards with any exceptions as noted by the City. Final bridge design will include a complete set of quantity calculations in compliance with the standard bid items in the Nebraska Standard Specifications.

Benesch will prepare an independent design check of all bridge calculations and plan items in accordance with NDOT requirements. Benesch will also perform a QC/QA review of the plans to verify conformance with design requirements.

Bridge plans will be submitted for review by the City at the 30% stage when the general bridge layout and cross-section are complete for the plan-in-hand review. Final completed bridge plans and special provisions (if necessary) will be submitted to the City for final review. Copies for coordination purposes will also be submitted to NDOT and UPRR. Once the final review process is complete, the PS&E package will be submitted to the City for bid advertisement and letting.

TASK 8 ABUTMENT AND RETAINING WALL REMEDIATION

We will assess the condition of the surface and interfaces of western abutment of the South Front Street bridge and retaining walls to the north and south of the rail bridge. Benesch will take a survey of all surfaces, identify areas that require repair, and provide construction drawings designating the repairs in these areas.

TASK 9 BIDDING PHASE

Bidding phase services will consist of answering bidder questions, preparing up to two addenda, and assisting in the analysis of the bids.

TASK 10 CONSTRUCTION PHASE

Construction Phase services are not included with this scope of service, but can be provided by amendment if requested by the City.

Our fee for the basic scope of services (Task 1 through Task 9) will be a not to exceed cost of **\$214,210**.

2017 EMPLOYMENT CLASSIFICATION AND RATE SCHEDULE

<u>CLASSIFICATION</u>	<u>BILLABLE RATE</u>
Project Manager I	\$140.00
Project Manager II	\$155.00
Senior Project Manager	\$180.00
Project Principal	\$238.00
Project Engineer I	\$102.00
Project Engineer II	\$115.00
Senior Project Engineer	\$150.00
Landscape Architect	\$111.00
Construction Representative I	\$78.00
Construction Representative II	\$84.00
Construction Representative III	\$95.00
Inspector I	\$70.00
Inspector II	\$78.00
Designer I	\$79.00
Designer II	\$91.00
Technologist I	\$56.00
Technologist II	\$72.00
Senior Technologist	\$117.00
Technical Specialist I	\$81.00
Technical Specialist II	\$90.00
Senior Technical Specialist	\$130.00
Intern	\$52.00
Field/Lab Technician I	\$47.00
Field/Lab Technician II	\$57.00
Field/Lab Technician III	\$67.00
Senior Field/Lab Technician	\$87.00
Instrument Operator	\$53.00
Party Chief	\$71.00
Surveyor (RLS)	\$87.00
Senior Surveyor (RLS)	\$116.00
Scientist I	\$60.00
Scientist II	\$68.00

Project Scientist I (Geotechnical)	\$66.00
Project Scientist I (Environmental)	\$80.00
Project Scientist II (Geotechnical)	\$77.00
Project Scientist II (Environmental)	\$102.00
Project Scientist III (Environmental)	\$113.00
Senior Project Scientist	\$136.00
Business Development Assistant	\$54.00
Business Development Coordinator	\$73.00
Business Development Manager	\$105.00
Office Assistant	\$47.00
Project Assistant I	\$54.00
Project Assistant II	\$60.00
Division Administrative Assistant I	\$54.00
Division Administrative Assistant II	\$67.00

RESOLUTION 2017-210

WHEREAS, on February 14, 2017, via Resolution No. 2017-31, City Council approved an agreement for Engineering Consulting Services Related to Sycamore Street Underpass Rehabilitation with Alfred Benesch & Company of Lincoln, Nebraska in the amount of \$70,912.00; and

WHEREAS, it is necessary to amend the original agreement to allow for the final design phase of such project; and

WHEREAS, Amendment No. 1 to the original agreement is for an amount not to exceed \$214,210.00, resulting in a revised agreement total of \$285,122.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that Amendment No. 1 to the original agreement for engineering consulting services related to Sycamore Street Underpass Rehabilitation with Alfred Benesch & Company of Lincoln, Nebraska in the amount of \$214,210.00 is hereby approved.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to execute such Amendment No. 1 on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 8, 2017.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
August 4, 2017	☐ City Attorney



City of Grand Island

Tuesday, August 8, 2017

Council Session

Item G-4

#2017-211 - Approving Certificate of Final Completion for Community Development Block Grant Handicap Ramps 4th to 5th Streets; Sycamore Street to Eddy Street; Project No. 2014-2G (Saul Ramos Construction, Inc.)

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

Council Agenda Memo

From: Keith Kurz PE, Assistant Public Works Director

Meeting: August 8, 2017

Subject: Approving Certificate of Final Completion for Community Development Block Grant Handicap Ramps 4th to 5th Streets; Sycamore Street to Eddy Street; Project No. 2014-2G (Saul Ramos Construction, Inc.)

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

Background

On August 11, 2015, by Resolution No. 2015-215 City Council approved the bid award of handicap ramp installations along 5th Street; Sycamore Street to Eddy Street in the amount of \$84,408.65 and the paving of the alley between 4th and 5th Streets; Pine Street to Locust Street in the amount of \$66,504.40 to Prairie Land Construction, Inc. of Loomis, Nebraska. The Lions Park and 4th Street bid sections were withdrawn by the low bidder on this original bid as there were a few bid items missed. These sections were not awarded to the other submittal as their bid was well over the estimate. It was determined these sections would be rebid at a later date.

Due to bonding issues with the Community Development Block Grant (CDBG) funding the original bid amount by Prairie Land Construction of \$447,335.60 was scaled back to include only the handicap ramps along 5th Street; Sycamore Street to Eddy Street and the alley paving between 4th and 5th Streets; Pine Street to Locust Street.

The Lions Park and 4th Street projects were rebid with a contract awarded to Saul Ramos Construction, Inc. in the amount of \$714,865.00 via Resolution No. 2016-178 on July 26, 2016.

On February 14, 2017, via Resolution No. 2017-28, City Council approved Change Order No. 1 in the amount of \$5,300.00; which addressed adjustment of a manhole to grade and replacement of the existing 8' PVC coated chain-link fencing around Lion's Park.

On May 9, 2017, via Resolution No. 2017-142, City Council approved Change Order No. 2 in the amount of \$3,700.00; which permitted filling in the abandoned vault underneath the sidewalk near the intersection of 4th Street and Walnut Street.

On June 13, 2017, via Resolution No. 2017-170, City Council approved Change Order No. 3 with no contract adjustment; which granted a completion date extension from June 1, 2017 to June 30, 2017.

The City is required to have a planned schedule for upgrading public sidewalk ramps to conform to American with Disabilities Act (ADA) standards.

The project plans were prepared with estimated quantities at each curb ramp area. Any required changes are made in the field as the project is being built, dependent on the condition of the sidewalks and curb & gutter.

Work commenced on August 8, 2016 and was completed on June 30, 2017.

Discussion

The project was completed in accordance with the terms, conditions, and stipulations of the contract, plans and specifications. It was completed with an overrun of \$63,227.91, for a total cost of \$787,092.91. The project overrun is due to the parking areas added to the project on the side streets of 4th Street. Additional project costs are shown below.

ADDITIONAL COSTS

The Schemmer Associates, Inc.	Engineering Design	\$ 120,040.64
Sheffield Tree Service	Tree Removal	\$ 600.00
The Grand Island Independent	Advertising	\$ 111.72

Subtotal Additional Costs = \$120,752.36

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the Certificate of Final Completion for Community Development Block Grant Handicap Ramps 4th to 5th Streets; Sycamore Street to Eddy Street; Project No. 2014-2G – Saul Ramos Construction, Inc. of Grand Island, Nebraska in the amount of \$907,845.27.

Sample Motion

Move to approve the resolution.

ENGINEER'S CERTIFICATE OF FINAL COMPLETION

Community Development Block Grant Handicap Ramps 4th to 5th Streets;
 Sycamore Street to Eddy Street; Project No. 2014-2G CITY OF GRAND ISLAND, NEBRASKA
 August 8, 2017

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

This is to certify that Community Development Block Grant Handicap Ramps 4th to 5th Streets; Sycamore Street to Eddy Street; Project No. 2014-2G has been fully completed by Saul Ramos Construction, Inc. of Shelton, Nebraska under the contract dated August 8, 2016. The work has been completed in accordance with the terms, conditions, and stipulations of said contract and complies with the contract, the plans and specifications. The work is hereby accepted for the City of Grand Island, Nebraska, by me as Public Works Director in accordance with the provisions of Section 16-650 R.R.S., 1943.

Community Development Block Grant Handicap Ramps 4th to 5th Streets;
Sycamore Street to Eddy Street; Project No. 2014-2G

Item No.	Description	Total Quantity	Unit	Unit Price	Total Cost
Base Bid - 4th Street, 5th Street, 6th Street & Lions Park					
1	Mobilization	1.00	LS	\$38,750.00	\$38,750.00
2	Traffic Control	1.00	LS	\$14,400.00	\$14,400.00
3	Pavement & Sidewalk Removal	36,377.33	SF	\$1.40	\$50,928.26
4	Joint Cleaning	0.00	LF	\$6.25	\$0.00
5	Remove 24" Curb & Gutter	1,839.76	LF	\$10.00	\$18,397.60
6	Build 24" Curb & Gutter	1,883.98	LF	\$30.00	\$56,519.40
7	Remove Brick Walk	3,215.84	SF	\$2.50	\$8,039.60
8	Pavement Saw Cut	2,575.60	LF	\$8.00	\$20,604.80
9	Build 4" Concrete Pavement	16,557.02	SF	\$6.20	\$102,653.52
10	Build 4" Walk	21,984.07	SF	\$5.00	\$109,920.35
11	Build 8" Concrete Pavement	1,452.48	SY	\$58.00	\$84,243.84
12	Build 2' Concrete Valley Gutter	138.61	SY	\$55.00	\$7,623.55
13	Detectable Warning Panels	810.00	SF	\$48.00	\$38,880.00
14	Curbed Sidewalk	28.04	LF	\$40.00	\$1,121.60
15	Supply and Install Tree Grate	5.00	EA	\$1,650.00	\$8,250.00
16	Seeding Type A	0.90	AC	\$7,100.00	\$6,390.00
17	Seeding Type B	0.50	AC	\$7,100.00	\$3,550.00
18	Remove Existing Backstop	43.70	LF	\$40.00	\$1,748.00
19	Remove Existing Basketball Court	330.53	SY	\$15.00	\$4,957.95
20	Remove Existing 4' Chainlink Fence	249.90	LF	\$9.00	\$2,249.10
21	Build 6" Reinforced Concrete Pad	1,634.65	SY	\$65.00	\$106,252.25
22	4' PVC Coated Chainlink Fence	230.03	LF	\$35.00	\$8,051.05
23	12' PVC Coated Chainlink Fence	170.89	LF	\$127.00	\$21,703.03
24	Futsal Goal	2.00	EA	\$4,600.00	\$9,200.00
25	Basketball Hoops	2.00	EA	\$5,200.00	\$10,400.00
26	Court Surfacing	1.00	LS	\$5,500.00	\$5,500.00
27	Granular Fill	265.65	CY	\$60.00	\$15,939.00
28	Earthwork	443.00	CY	\$40.00	\$17,720.00
29	Tree Removal	2.00	EA	\$1,600.00	\$3,200.00
Base Bid Total =					\$777,192.90

Change Order No. 1

CO1-1	8' PVC Coated Chainlink Fence	130.00	LF	\$ 45.00	\$ 5,850.00
CO1-2	Adjust Manhole	1.00	EA	\$ 350.00	\$ 350.00
Change Order No. 1 Total =					\$6,200.00

Change Order No. 2

CO2-1	Haul in, place and compact fill sand	1.00	LS	\$ 2,500.00	\$ 2,500.00
CO2-2	4' x 7' x 3/8" steel plate for door	1.00	LS	\$ 1,200.00	\$ 1,200.00
Change Order No. 2 Total =					\$3,700.00

Construction Total =					\$787,092.91
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ADDITIONAL DISTRICT COSTS

The Schemmer Associates, Inc.	Engineering Design	\$ 120,040.64
Sheffield Tree Service	Tree Removal	\$ 600.00
The Grand Island Independent	Advertising	\$ 111.72

Subtotal Additional District Costs = \$ 120,752.36

Project Grand Total = \$907,845.27

I hereby recommend that the Engineer's Certificate of Community Development Block Grant Handicap Ramps 4th to 5th Streets; Sycamore Street to Eddy Street; Project No. 2014-2G –Saul Ramos Construction, Inc. of Shelton, Nebraska be approved.

John Collins – City Engineer/Public Works Director

Jeremy L. Jensen – Mayor

RESOLUTION 2017-211

WHEREAS, the City Engineering/Public Works Director for the City of Grand Island issued a Certificate of Final Completion for Community Development Block Grant Handicap Ramps 4th to 5th Streets; Sycamore Street to Eddy Street; Project No. 2014-2G, installation of Handicap Ramps, certifying that Saul Ramos Construction, Inc. of Shelton, Nebraska, under contract, has completed the handicap ramp installation; and

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Certificate of Final Completion for Community Development Block Grant Handicap Ramps 4th to 5th Streets; Sycamore Street to Eddy Street; Project No. 2014-2G, installation of handicap ramps, is hereby confirmed, for a total project cost of \$907,845.27.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 8, 2017.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	▣ _____
August 4, 2017	▣ City Attorney



City of Grand Island

Tuesday, August 8, 2017

Council Session

Item G-5

#2017-212 - Approving Authorization for Emergency Sanitary Sewer Repair between 9th Street and 10th Street; Locust Street to Pine Street

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

Council Agenda Memo

From: Marvin Strong PE, Wastewater Treatment Plant Engineer

Meeting: August 8, 2017

Subject: Approving Authorization for Emergency Sanitary Sewer Repair between 9th Street and 10th Street; Locust Street to Pine Street

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

Background

Emergency sanitary sewer repairs were needed for a sanitary sewer mainline between 9th Street and 10th Street; Locust Street to Pine Street. The sanitary sewer main was broken and collapsed in two (2) locations within the alley. A Wastewater Collection System employee was driving through the alley when one of the front tires dropped into a sinkhole created by one of the sanitary sewer collapse points, constituting an emergency.

Discussion

The Diamond Engineering Company of Grand Island, Nebraska was hired by providing a quote of \$27,000.00 for the sanitary sewer repair between 9th Street and 10th Street; Locust Street to Pine Street.

The Diamond Construction Company will be paid the repair costs in the amount of the quote submitted, which totals \$27,000.00, which is based on actual time and materials incorporated into the repair work. Since the total is over \$20,000.00 council approval is necessary. We are requesting permission to use the emergency procurement procedures as outlined in Section 27-13 of the City Code.

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 usage of the City's Emergency Procurement Procedures and pass a resolution authorizing payment to The Diamond Engineering Company of Grand Island, Nebraska in the total amount of \$27,000.00 for the necessary sanitary sewer repairs.

Sample Motion

Move to approve the usage of the City's Emergency Procurement Procedures and authorize payment for the necessary sanitary sewer repairs.

RESOLUTION 2017-212

WHEREAS, the Wastewater Division of the Public Works Department needed to perform emergency sanitary sewer repairs between 9th Street and 10th Street; Locust Street to Pine Street; and

WHEREAS, permission is requested to use the emergency procurement procedures as outlined in Section 27-13 of the City Code; and

WHEREAS, The Diamond Engineering Company of Grand Island, Nebraska has been hired to do said repairs, with a total quote of \$27,000.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the sanitary sewer repairs performed by The Diamond Engineering Company of Grand Island, Nebraska between 9th Street and 10th Street; Locust Street to Pine Street, in the total amount of \$27,000.00 is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 8, 2017.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
August 4, 2017	☐ City Attorney



City of Grand Island

Tuesday, August 8, 2017

Council Session

Item G-6

**#2017-213 - Approving Authorization for Emergency Sanitary
Sewer Repair Adjacent to 2509 Apache Road**

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

Council Agenda Memo

From: Marvin Strong PE, Wastewater Treatment Plant Engineer

Meeting: August 8, 2017

Subject: Approving Authorization for Emergency Sanitary Sewer Repair Adjacent to 2509 Apache Road

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

Background

Emergency sanitary sewer repairs were needed for a sanitary sewer mainline adjacent to 2509 Apache Road. The property owner of 2509 Apache Road notified Wastewater staff on June 1, 2017 of a sunken fence and water in the yard. Upon investigation it was found that the City's sanitary sewer main had collapsed and was causing the issues.

Discussion

Starostka Group Unlimited, Inc. of Grand Island, Nebraska was hired by providing a quote of \$49,902.00 for the sanitary sewer repair adjacent to 2509 Apache Road.

During the repair an additional break was discovered with a quoted cost of \$6,068.85 to repair. Starostka Group Unlimited, Inc. will be paid the repair costs in the amount of the quotes submitted, which total \$55,970.85, which is based on actual time and materials incorporated into the repair work. Since the total is over \$20,000.00 council approval is necessary. We are requesting permission to use the emergency procurement procedures as outlined in Section 27-13 of the City Code.

Due to the location of the initial break there were damages incurred to the fence gate on the private property of 2509 Apache Road- James Kahrhoff, which reimbursement is requested for; shown below.

Ace Hardware	Gate Key & Hinges	\$14.38
Baasch Welding	Labor to fabricate gate bracket	\$55.00
<i>Total Reimbursement to 2509 Apache Road – James Kahrhoff</i>		<i>\$69.38</i>



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 usage of the City's Emergency Procurement Procedures and pass a resolution authorizing payment to Starostka Group Unlimited, Inc. of Grand Island, Nebraska in the total amount of \$55,970.85 for the necessary sanitary sewer repairs, as well as reimbursement in the amount of \$69.38 to James Kahrhoff.

Sample Motion

Move to approve the usage of the City's Emergency Procurement Procedures and authorize payment for the necessary sanitary sewer repairs, as well as reimbursement to James Kahrhoff.

THANK YOU FOR SHOPPING AT
JELINEK ACE HARDWARE
1704 WEST 3RD STREET
GRAND ISLAND, NE 68803
(308) 382-1874

07/17/17 10:41AM CKB 556 SALE

5301965 2 EA 4.59 EA
HINGE RES 1/4R 4"SB 9.18
931111 2 EA 1.99 EA
~~ECLIPSE GLASSES 3.98~~

SUB-TOTAL:\$ 13.16 TAX: \$.92
TOTAL: \$ 14.08
BC AMT: \$ 14.08

BK CARD#: XXXXXXXXXXXX5472
MID: 372055634888
AUTH: 04442D AMT: \$ 14.08
Host reference #:094850 Bat#
Chip Read
CARD TYPE:VISA EXPR: XXXX
AID : A0000000031010
TVR : 0080008000
IAD : 06010A03602002
TSI : F800
ARC : 00
MODE : Issuer
CVM : No CVM
Name : CHASE VISA
TxnID/ValCode: 397348

Bank card USD\$ 14.08



==>> JRNL#A94850/1 <<==
CUST NO:*11051

THANK YOU JAMES KAHRHOFF
FOR YOUR PATRONAGE
ACE REWARDS ID # 19702762732

Name : X
I agree to pay above total amount
according to card issuer agreement
(merchant agreement if credit voucher)
Acct: JAMES KAHRHOFF

Customer Copy

PLEASE PAY CASHIER

Item	Qty.	@	Price Ea.
01315	8	@	634
Hex Lag Screws		@	

THANK YOU FOR SHOPPING AT
JELINEK ACE HARDWARE
1704 WEST 3RD STREET
GRAND ISLAND, NE 68803
(308) 382-1874

06/23/17 10:47AM CKB 556 SALE

56 8 EA .63 EA
NUTS, BOLTS, SCREWS 5.04

SUB-TOTAL:\$ 5.04 TAX: \$.35
TOTAL: \$ 5.39
CASH TEND: 11.00 CHANGE: 5.61



==>> JRNL#Z99952/1 <<==
CUST NO:*11051
ACE REWARDS ID # 1970276273

Customer Copy

hardware

THANK YOU FOR SHOPPING AT
JELINEK ACE HARDWARE
1704 WEST 3RD STREET
GRAND ISLAND, NE 68803
(308) 382-1874

06/17/17 1:07PM GCD 556 SALE

56 1 EA .10 EA
NUTS, BOLTS, SCREWS .10
56 1 EA .06 EA
NUTS, BOLTS, SCREWS .06

SUB-TOTAL:\$.16 TAX: \$.01
TOTAL: \$.17
CASH TEND: 1.00 CHANGE: .83



==>> JRNL#A65291/1 <<==
CUST NO:*1
Customer Copy

INVOICE



Dick Baasch, Jr., Owner

Phone (308) 384-4493
2216 W. Old Lincoln Hwy
Grand Island, NE 68803

No. 25937

TO: Jim Kahrhobb
GI NE

DATE: 6/30/17

PO # _____

TERMS NET 30 DAYS

QTY.	DESCRIPTION	AMOUNT	
	Labor to fabricate gate bracket	55	00
We Appreciate Your Business!		TAX	385
		TOTAL	58 85

2216 W. Lincoln Hwy
Grand Island, NE 68803
Phone: (308)384-4493

7/10/2017

Jim Kahrhoff
2509 Apache Rd
Grand Island, NE 68801

Page 110 / 225

Catrina DeLosh

From: Stacy Nonhof
Sent: Thursday, June 01, 2017 12:06 PM
To: Katrina DeLosh
Subject: RE: Emergency Sanitary Sewer Break

Follow Up Flag: Follow up
Flag Status: Flagged

I am approving this as an emergency per the emergency procurement code. Please attach this email with the final bill.

Stacy R. Nonhof

CONFIDENTIAL NOTICE:

The material in this email transmission contains information that is private, confidential or is protected by attorney-client privilege or work product doctrine and is intended only for the use of the individual(s) named herein. Unauthorized use is strictly prohibited. If you have received this transmission in error, please notify the sender by email and delete the original message and all attachments.

From: Katrina DeLosh
Sent: Thursday, June 01, 2017 12:00 PM
To: Stacy Nonhof
Cc: Renae Griffiths; John Collins; Jennifer Moseley; Fred Tustin
Subject: Emergency Sanitary Sewer Break

Per your request I am summarizing the emergency sanitary sewer break that was discovered this morning by our Collection crew.

Location – 2509 Apache Road

Property owner called in this morning saying his fence had sunken & water was up in his yard. Upon our Collection crew's investigation it was found that the City's sanitary main had collapsed and was causing the issue. Fred Tustin called me to inquire on the need to get 3 quotes before addressing the break. I notified you of the situation and was given the "go ahead" to contact a contractor and get them on site as soon as possible, as this is deemed an emergency. Fred will work to get this addressed as soon as possible and council approval will be requested using City Code Section 27-13 Emergency Procurements.

§27-13. Emergency Procurements

Notwithstanding any of the provisions of this chapter, the city council may as authorized by State Statutes make or authorize others to make emergency procurements of supplies, services, or construction when there exists a threat to public health, welfare, or safety; provided, that such emergency procurements shall be made with such competition as is practicable under the circumstances. A written determination of the basis for the emergency and for the selection of the particular contractor shall be included in the contract file. As soon as practicable, a record of each emergency procurement shall be made and shall set forth the contractor's name, the amount and type of the contract, a listing of the items procured under the contract, and the identification number of the contract file.

Catrina DeLosh

Administrative Assistant
Public Works Department
PO Box 1968
Grand Island, NE 68802-1968
catrinad@grand-island.com

RESOLUTION 2017-213

WHEREAS, the Wastewater Division of the Public Works Department needed to perform emergency sanitary sewer repairs adjacent to 2509 Apache Road; and

WHEREAS, permission is requested to use the emergency procurement procedures as outlined in Section 27-13 of the City Code; and

WHEREAS, Starostka Group Unlimited, Inc. of Grand Island, Nebraska has been hired to do said repairs, with a total quote of \$55,970.85; and

WHEREAS, due to the location of the initial break there were damages incurred to the fence gate on the private property of 2509 Apache Road – James Kahrhoff, which reimbursement in the amount of \$69.38 is requested for, shown below.

Ace Hardware	Gate Key & Hinges	\$14.38
Baasch Welding	Labor to fabricate gate bracket	\$55.00
<i>Total Reimbursement to 2509 Apache Road – James Kahrhoff</i>		<i>\$69.38</i>

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the sanitary sewer repairs performed by Starostka Group Unlimited, Inc. of Grand Island, Nebraska adjacent 2509 Apache Road, in the total amount of \$55,970.85 is hereby approved, as well as reimbursement in the amount of \$69.38 to James Kahrhoff.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 8, 2017.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
August 4, 2017	☐ City Attorney



City of Grand Island

Tuesday, August 8, 2017

Council Session

Item G-7

#2017-214 - Approving Amendment No. 2 to Engineering Consulting Agreement for Sanitary Sewer Collection System Rehabilitation – Various Locations

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

Council Agenda Memo

From: Keith Kurz PE, Assistant Public Works Director

Meeting: August 8, 2017

Subject: Approving Amendment No. 2 to Engineering Consulting Agreement for Sanitary Sewer Collection System Rehabilitation – Various Locations

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

Background

There are approximately 230 miles of gravity sewer within the City of Grand Island's collection system. The majority of this infrastructure is between 26 and 75 years old, and between 8 and 18 inches in diameter. The majority of the sanitary sewer rehabilitations are related to old clay tile pipe and or damaged / dilapidated manholes.

On August 23, 2016, via Resolution No. 2016-199, City Council approved an agreement with Alfred Benesch & Company of Lincoln, Nebraska in the amount of \$45,861.82 for Sanitary Sewer Collection System Rehabilitation in various locations in the City.

On March 13, 2017, via Resolution No. 2017-75, City Council approved Amendment No. 1 to allow repacking and rebidding of the project to address open cut portions that are in immediate need of rehabilitation and repair, as no bids were received during the initial letting on February 21, 2017. The remainder of the work was set to be addressed in the future. Amendment No. 1 increased the original agreement by \$26,220.00 for a revised total of \$72,081.82.

Discussion

To address construction observation services on the Sanitary Sewer Collection System Rehabilitation – Various Locations; Open Cut project a second amendment with Alfred Benesch & Company is requested. This amendment will cover construction management, project observation, material testing, and project closeout in an amount not to exceed \$59,000.00, for a revised agreement total of \$131,081.82.

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 Amendment No. 2 to the original agreement with Alfred Benesch & Company of Lincoln, Nebraska, in the amount of \$59,000.00.

Sample Motion

Move to approve the resolution.

City of Grand Island
Attn: Keith Kurz, P.E.
100 East First Street, Box 1968
Grand Island, NE

July 27, 2017

RE: Sanitary Sewer Collection System Rehabilitation – Various Locations
Construction Phase Services – City Project No. 2017-S-2A

Dear Mr. Kurz:

Benesch has completed the design and bidding phase services for the Sanitary Sewer Collection System Rehabilitation Open Cut Project (2017-S-2A). We are now submitting our proposal to carry the project through the construction phase. Our Benesch team for the construction phase services will include:

Jay Bleier, P.E. – Project Manager will be responsible for managing the project, conducting progress meetings as needed, processing shop drawings, reviewing and processing pay estimates and answering RFI's. He will be available to quickly respond to any questions from either the Benesch Field Technician, Contractor or City of Grand Island representatives. We anticipate this time to be eight (8) hours per week.

Frank Doland & Stephen Roth, P.E. – Sr. Engineers will be responsible for providing technical expertise for all project elements and will assist in review of shop drawings and answering RFI's.

Field Technician (Natalie Nason) – Benesch will assign a field technician to perform observation and materials testing services. This technician will also be responsible for daily review of traffic control. Project responsibilities will also include providing daily and weekly progress reports and photos of construction activities accomplished. This technician will measure and document project quantities on a daily basis. The technician will also perform a pre-construction date stamped video log of the surface conditions of the project areas.


The Preliminary Construction provided by Diamond Engineering is estimated to be from September 5 to November 30 (13 Weeks). Benesch Construction Phase Services are described in detail in Attachment A – Scope of Services

Our current contract fee is \$72,081.82. At this time those fees have been exhausted and we are requesting an amendment as identified below to complete the Open Trench Work.


Current Contract Not-To-Exceed Fee	= \$72,081.82
Requested Amendment	= <u>\$59,000.00</u>
Proposed Amended Not-To-Exceed Fee	= \$131,081.82

Sincerely:

Alfred Benesch & Company:



Frank Doland, P.E.
Sr. Project Manager



Anthony Dirks, P.E.
Sr. Vice President

ATTACHMENT A

Scope of Services

Amendment for Additional Construction Management Testing and Observation Services for
Sanitary Sewer Collection System Rehabilitation – Various Locations

City Project Number 2017-S-2A (Open Cut)

Construction Phase Services

General Construction Project Management, Observation, Material Testing and Closeout Services

a. Construction Management

- a. Project Files
 - i. Set up, utilize and maintain appropriate project files related to the project with an electronic file system. Included in the files will be all project correspondence, change orders, meeting minutes, contracts, plans and specifications, traffic control plans (if applicable), RFIs, material certifications, test reports, inspector's Daily Reports and project schedule.
- b. Shop Drawing Submittal Review
 - i. Responsible for logging in, reviewing, commenting and approving Contractor submitted Shop Drawings related to the project as identified in the project special provisions.
- c. Schedule and conduct a pre-construction meeting.
- d. Schedule and conduct Bi-monthly progress meetings as needed.
- e. Contractor Payments
 - i. Unless otherwise scheduled by the City's Project Manager or Contractor, monitor by site visits that the work associated with a payment request by the Contractor is accurate and complete. The generation of progress payments to the Contractor will be completed by the Contractor for approval by Benesch.
- f. Construction Contract Change Orders and Work Change Directives
 - i. Prepare Contract Change Orders (modifications) and Work Change Directives associated with the project for the City Project Manager's approval.
- g. Correspondence
 - i. Provide the following correspondence for the City's records:
 - o Weekly project-based construction testing results and status reports of construction progress by Monday morning the following week.
 - o Contractor progress estimates.
 - o Change Orders (Contract Modifications).

b. Project Observation

Benesch will observe and verify construction compliance with contract documents for critical items such as pipe bedding, sanitary sewer pipe installation, manhole installation, backfill, subgrade prep and paving with visual inspection and/or material testing before the work is "covered up". Observation will be provided during project activities such as excavation, removals, reinforcing steel placement, forming, cementitious manhole rehabilitation activities, etc. This list is not inclusive of all tasks or inspections that will be completed by Benesch. Benesch will work closely with the City to adjust inspection hours as necessary to accommodate the Contractor's schedule and progress.

- i. Document pre-construction conditions of the project site with videos for comparison and any dispute resolution during and/or after construction.
- ii. Document all observations in the field with photos, measurements, computations and/or observations as logged within the Inspector's Daily Reports (IDRs).

ATTACHMENT A
Page 1 of 3

- iii. Prepare and keep detailed notes, records of quantities of pay items used in the work, test results, certifications, or basis of acceptance of these materials, and a record of the contractor's operations.
- iv. Inform Contractor at the pre-construction meeting that wastewater shutdowns will be coordinated by the Contractor in coordination with the Engineer and will not be completed by the City.
- v. Coordinate with the Contractor to discuss work performed when observer is not on-site for proper documentation and inclusion in the IDRs.
- vi. Provide daily review compliance of traffic control and signing maintenance throughout the duration of the project, if necessary. Specifically at the beginning, phase changes, storm events and end of the project. Benesch will report any known deficiencies but is not responsible for part/full time inspection unless approved by written request of the City Project Manager.
- vii. Verify that materials sources incorporated into the project are on the latest version of the City and/or NDOR Approved Products List.
- viii. Participate in progress meetings using agreed on agenda format, if necessary.
- ix. Consult with the City Project Manager regarding project changes, utility conflicts, change authorizations and change orders.
- x. Randomly observe pavement sawing and removals throughout construction.
- xi. Observe backfilling of trenches, manholes, pipes, and appurtenances.
- xii. Observe reinforcing steel placement prior to each concrete pour.
- xiii. Observe concrete placement.
- xiv. Inform and verify field modifications with the City's Project Manager prior to authorization of work.

c. Material Testing

Benesch will perform material sampling and testing services in accordance with the City of Grand Island standard procedures. The following list identifies the testing assumed to be required along with the frequency expected and included in this scope of work. Additional testing may be provided in addition to or in place of those tests listed below. Benesch will notify and gain prior approval from the City if additional testing is required that may exceed the fee identified for these services.

- i. Utility Operations – The installation of sanitary manholes, sanitary sewers, and sanitary sewer trenchless technologies construction will be tested to verify compliance with the plans and contract specifications and special provisions.
 - a. Assumes Testing Frequency of 1-Test/12-inch lift/300 feet.
 - b. Assumes a total of 60 compaction tests at spot repair locations
 - c. This material testing is completed by the hour by the field engineer/technician.
- ii. Subgrade Operations – Subgrade construction will be tested to verify compliance with compaction requirements prior to paving.
 - a. Assumes Testing Frequency of 1-Test/300 feet
 - b. Assumes 5 tests for the various locations for this project.
 - c. This material testing is completed by the hour by a field engineer/technician.
- iii. Concrete Sampling - This will include taking concrete truck tickets, completing concrete air tests, fabricating concrete cylinders, delivery of concrete cylinders to the laboratory and compression testing.
 - a. Assumes Testing Frequency of 1-Test/Pour/Day with 4-Cylinders/Test.
 - b. Assumes Concrete pours on the project at 24 Cylinders.
 - c. This material testing is completed by a per cylinder test method by a field engineer/technician.

d. Project Closeout

Upon notice of completion by the Contractor, Benesch will compile all previously field measured quantities and prepare final summaries for all applicable items of work. The City's Project Manager will review the project records prior to the submission of a final pay estimate for the project. Benesch will also prepare and submit the Final Pay Estimate and records associated with the project. The final records will be printed and submitted in a three ring binder that includes an electronic CD of all the project records. Tasks to be completed during the project closeout include:

- i. Document "punch list" items and follow-up on resolution of nonconforming work prior to authorizing final payment.
- ii. Prepare necessary correspondence to the Contractor related to punch list and project completion.
- iii. Conduct project walk through with the City and the Contractor to determine and document substantial completion.
- iv. Benesch will prepare the record drawings and will coordinate with the Construction Contractor for additional information or clarifications needed to complete the documents. These documents will have hand written changes and clarifications in red pen. These documents will not be signed and sealed by an Engineer. An electronic PDF file will be provided with the plan submittal.
- v. Provide timely project closeout documentation upon final acceptance of the project.
- vi. Deliverables
 - Meeting minutes.
 - Inspector Daily Reports (IDR).
 - Project photo log both by Benesch and the Contractor.
 - Project TV Inspections provided by the Contractor for post CIPP construction.
 - Project material testing results.
 - Documentation of punch list items and resolution with associated correspondence.
 - Declaration of substantial and final completion.
 - Record drawings.
 - A three ring binder that includes all project documentation listed in this section and an electronic CD of all project files.
- vii. Complete a project debriefing with City.

e. Excluded Services

- i. Utility coordination for the Contractor.
- ii. Administration of NPDES Dewatering permit adherence.
- iii. Undertaking any of the responsibilities of the Contractor.
- iv. Giving direction to the Contractor by dictating means, methods, techniques, sequence or procedures of construction.

SCHEDULE

Benesch shall provide the services stated above in accordance with a schedule set forth below:

Benesch will complete construction management and observation services as listed as listed above. The observation duration for this contract shall be Eighty Seven (87) Calendar Days/ Sixty Three (63) Working Days/Thirteen (13) weeks and Assumes a standard Monday thru Friday Construction Days for an average of 31 Hours/Week for field observers and materials testers that includes the field observation, testing, bookwork/reports and travel} per the City of Grand Island Contract with the Construction Contractor. Additional oversight by a material testing technician is as noted in the fee matrix. Project close-out documents shall be completed within Sixty (60) calendar days of final acceptance of the project by all parties.

Attachment B

Project: Sanitary Sewer Collection System Rehabilitation - Various Locations
Element: CONSTRUCTION PHASE SERVICES PROJECT NO. 2017-2A (OPEN CUT)

Category/Employee	Rate Or Factor	P.M.	Weekly Reports	Video Log Pre-Const Conditions	Pre-Const. Meeting	Bi-Monthly Progress Meetings	Answer RFI's	Shop Drawings	On-Site Observation	Progress Estimates	Final Inspection Punch List	Project Closeout	Soils & Concrete Testing	Record Drawings			Total Hours Per Employee	\$ Labor Cost TOTAL
ESTIMATED HOURS																		
Intern	\$13.39																	
Party Chief	\$25.75																	
Technologist I	\$24.00		26	8	2		4	12	372	8	8	16	60	8			524	\$12,576.00
Design Eng. II	\$40.48																	
Senior Technologist	\$35.02																	
Senior Technologist	\$41.20																	
Sr. Engineer	\$55.30	8			6	4	4	12	12								46	\$2,543.80
Sr. Project Manager	\$45.00		4		2	6	1	4	60	4	4	4					89	\$4,005.00
Tot. Man Hours Per Element		8	30	8	10	10		28	444	12	12	20	60	8			650	
\$ Labor Cost		\$442	\$804	\$192	\$470	\$491		\$1,132	\$12,292	\$372	\$372	\$564	\$1,440	\$192				\$19,124.80
Overhead Rate	159.64%																	\$30,530.83
Fixed Fee (Labor)	13%																	\$6,455.23
Fee for Employees		\$1,298	\$2,359	\$563	\$1,378	\$1,441		\$3,320	\$36,063	\$1,091	\$1,091	\$1,655	\$4,225	\$563				\$56,110.86
ESTIMATED EXPENSES																		
	Unit Rate																Total Units	\$ Expense Cost TOTAL
Vehicle (IRS Mileage Rate)	\$0.54					6			32								38	\$2,470.00
Vehicle Full Day	\$65.00																	
Meals (per Diem)	\$25.00																	
Lodging (per Night)	\$100.00																	
Cylinder Breaks	\$18.00								24								24	\$432.00
Other Material/Print Costs																		
Paint Supplies																		
Expense Costs						\$390			\$2,512									\$2,902.00
Fixed Fee Expenses - Geotechnical																		
Total Expense Fee						\$390			\$2,512									\$2,902.00
Subconsult (---)																		
Subconsult (---)																		
Total Subconsultant Fee																		
TOTAL FEE		\$1,298	\$2,359	\$563	\$1,378	\$1,831		\$3,320	\$38,575	\$1,091	\$1,091	\$1,655	\$4,225	\$563				\$59,012.86
CALL IT:																		\$59,000.00

Alfred Benesch And Company
 825 M Street, Suite 100,
 Lincoln, NE 68508

7/27/2017

(D) CONST-01

RESOLUTION 2017-214

WHEREAS, on August 23, 2016, by Resolution No. 2016-199 the Grand Island City Council approved entering into an agreement with Alfred Benesch & Company of Lincoln, Nebraska in the amount of \$45,861.82 for engineering consulting services for Sanitary Sewer Collection System Rehabilitation in various locations in the City; and

WHEREAS, on March 13, 2017, via Resolution No. 2017-75, City Council approved Amendment No. 1 to such agreement allowing the repackaging and rebidding of the project to address open cut portions that are in immediate need of rehabilitation and repair; and

WHEREAS, the original agreement is now being amended to cover construction management, project observation, material testing, and project closeout in an amount not to exceed \$59,000.00, for a revised agreement total of \$131,081.82; and

WHEREAS, Amendment No. 2 to the original agreement with Alfred Benesch & Company of Lincoln, Nebraska is required to proceed with this project.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that Amendment No. 2 with Alfred Benesch & Company of Lincoln, Nebraska for engineering consulting services related to Sanitary Sewer Collection System Rehabilitation in various locations in the City is hereby approved.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 8, 2017.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
August 4, 2017	☐ City Attorney



City of Grand Island

Tuesday, August 8, 2017

Council Session

Item G-8

#2017-215 - Approving Purchase of One (1) new 2017 72" Cut Mower with Additional Broom Attachment for the Heartland Public Shooting Park of the Parks & Recreation Department

Staff Contact: Todd McCoy, Parks & Recreation Director

Council Agenda Memo

From: Todd McCoy, Parks and Recreation Director

Meeting: August 8, 2017

Subject: Bid Award for One (1) New Commercial 72” Cut Mower

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

Background

Heartland Public Shooting Park (HPSP) is in need of a new mower to replace a 2004 unit which has become unreliable and in need of major repairs. Because of the immediate need for the mower, staff is proposing to redirect available funding in the current budget earmarked for a utility vehicle, unused funds from the Parks Operation capital budget, and a private donation to buy the new mower.

Discussion

Staff is recommending the purchase of one (1) new Venrac 4500P 72” mower with additional broom attachment from Turfwerks of Omaha, Nebraska. Turfwerks provided pricing through the Iowa Department of Administrative Services State Contract which meets City procurement guidelines.

The Venrac unit meets the operational requirements of the HPSP. The total price of the bid is \$31,514.01.

Funds for the mower:

<u>Account</u>	<u>Description</u>	<u>Amount</u>
10044801-85625	Budgeted originally for a HPSP utility vehicle	\$15,000.00
10044403-85625	Remaining parks budget from dump truck purchase	\$11,514.01
	Donation from Hornady Manufacturing	\$ 5,000.00

Alternatives

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

1. Move to approve
2. Refer the issue to a Committee

3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the City Council approve the purchase of one (1) new 72" cut mower.

Sample Motion

Move to approve the purchase of one (1) new 72" cut mower from Turfwerks of Omaha, Nebraska. The total purchase price is \$31,514.01.

RESOLUTION 2017-215

WHEREAS, the Heartland Public Shooting Park of the Parks & Recreation Department for the City of Grand Island, is in need of a new mower to replace a 2004 unit which has become unreliable and in need of major repairs; and

WHEREAS, said mower, one (1) new 2017 Venrac 4500P 72" cut mower with additional broom attachment can be obtained from the Iowa Department of Administrative Services State Contract holder; and

WHEREAS, purchasing the mower from the State Contract holder meets all statutory bidding requirements; and

WHEREAS, staff is proposing to redirect available funding in the current budget earmarked for a utility vehicle, unused funds from the Parks Operation capital budget, and a private donation to buy the new mower.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the purchase of one (1) new 2017 Venrac 4500P 72" cut mower in the total amount of \$31,514.01 from the Iowa State Contract holder, Turfwerks of Omaha, Nebraska is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 8, 2017.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	▣ _____
August 4, 2017	▣ City Attorney



City of Grand Island

Tuesday, August 8, 2017

Council Session

Item G-9

#2017-216 - Approving Change Order No. 4 for the Veteran's Athletic Soccer Field Restroom Concession Stand Building

Staff Contact: Todd McCoy, Parks & Recreation Director

Council Agenda Memo

From: Todd McCoy, Parks and Recreation Director

Meeting: August 8, 201

Subject: Approve Change Order No. 4; to Mid Plains Construction Co. of Grand Island, Nebraska for Furnishing and Installation of a New Restroom/Concession Building at the Veteran's Athletic Soccer Field

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

Background

On December 13, 2016 City Council approved, by Resolution 2016-306, the bid award to Mid Plains Construction Co. to build a new restroom/concession building at the Veterans Athletic soccer field in the amount of \$239,750.00.

On December 27, 2016 City Council approved Change Order No. 1 increasing the amount of the contract amount to \$244,113.

On March 14, 2017 City Council approved Change Order No. 2 increasing the amount of the contract amount to \$253,628.00.

On April 11, 2017 City Council approved Change Order No. 3 increasing the amount of the contract to \$263,644.00.

Discussion

In order to fit the new building into the overall site plan of the future expansion it was determined that a new sidewalk design should be added to the project. Overall the new plan will add sidewalk quantity to the project.

- | | |
|--|------------|
| • New handicap accessible sidewalk leading to the building | \$2,050.00 |
| • Grind 17 feet of curb | \$ 204.00 |
| • Credit curb in original bid | \$ -96.00 |
| • Add handicap vehicle accessible sign | \$ 150.00 |
| • Credit ADA ramp | \$ -522.00 |
| • Overhead and profit | \$ 179.00 |

The total additional cost of Change Order No. 4 is \$1,965.00.

Alternatives

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

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

Recommendation

City Administration recommends that the City Council approve Veterans Restroom/Concession Construction Change Order No. 4 in the amount of \$1,965.00. Doing so will increase the total amount of the contract with Mid Plains Construction to \$265,609.00.

Sample Motion

Move to approve Change Order No. 4 to Mid Plains Construction of Grand Island, Nebraska for the construction of a new restroom/concession building.



Working Together for a
Better Tomorrow, Today.

CHANGE ORDER #4

TO: Mid Plains Construction Co.
1319 W North Front St
Grand Island, NE 68801

PROJECT: Furnishing and Installation of New Restroom/Concession Building for the Veteran's
Athletic Soccer Field

You are hereby directed to make the following change in your contract.

1. Handicap accessible sidewalk to building	increase	\$ 2,050.00
2. Grind 17 feet of curb	increase	\$ 204.00
3. Credit back \$96.00 for curb already in original price	decrease	\$ -96.00
4. One handicap van accessible sign	increase	\$ 150.00
5. Credit ADA ramp	decrease	\$ -522.00
6. Overhead & Profit	increase	\$ 179.00
7. Revised contact date is August 30, 2017		

The original Contract Sum \$ 239,750.00

Previous Change Order Amounts \$ 23,894.00

The Contract Sum is increased by this Change Order \$ 1,965.00

The total modified Contract Sum to date \$ 265,609.00

The Contract Time is revised.

Approval and acceptance of this Change Order acknowledges understanding and agreement that the cost and time adjustments included represent the complete values arising out of and/or incidental to the work described herein. Additional claims will not be considered.

APPROVED: CITY OF GRAND ISLAND

By _____ Date _____
Mayor

Attest _____

Approved as to Form, City Attorney

ACCEPTED: Mid Plains Construction Co.

By _____ Date _____

City Hall • 100 East First Street • Box 1968 • Grand Island, Nebraska 68802-1968
(308) 385-5444 ext. 290 • Fax: 385-5488

RESOLUTION 2017-216

WHEREAS, on December 13, 2016 by Resolution 2016-306, December 27, 2016 by Resolution 2016-315, March 14, 2017 by Resolution 2017-78 and April 11, 2017 by Resolution 2017-116, the City Council of the City of Grand Island awarded Mid Plains Construction Co. of Grand Island, Nebraska, the bid in the amount of \$239,750.00, Change Order #1 in the amount of \$4,363.00, Change Order #2 in the amount of \$9,515.00 and Change Order #3 in the amount of \$10,016.00 for the Furnishing and Installation of a New Restroom/Concession Building at the Veteran's Athletic Soccer Field; and

WHEREAS, in order to fit the new building into the overall site plan of the future expansion it was determined that a new sidewalk design should be added to the project; and

WHEREAS, such modifications have been incorporated into Change Order No. 4; and

WHEREAS, the result of such modifications will increase the contract amount by \$1,965.00 for a revised contract price of \$265,609.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor be, and hereby is, authorized and directed to execute Change Order No. 4 between the City of Grand Island and Mid Plains Construction Co. from Grand Island, Nebraska to provide the modifications set out as follows:

1. Handicap accessible sidewalk to building	increase	\$ 2,050.00
2. Grind 17 feet of curb	increase	\$ 204.00
3. Credit back \$96.00 for curb already in original price	decrease	\$ -96.00
4. One handicap van accessible sign	increase	\$ 150.00
5. Credit ADA ramp	decrease	\$ -522.00
6. Overhead & Profit	increase	\$ 179.00
7. Revised contact date is August 30, 2017		

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 8, 2017.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
August 4, 2017	☐ City Attorney



City of Grand Island

Tuesday, August 8, 2017

Council Session

Item G-10

#2017-217 - Approving Annual Agreement for Financial Software Licensing and Support

Staff Contact: Renae Jimenez

Council Agenda Memo

From: Renae Jimenez, Finance Director

Meeting: August 8, 2017

Subject: Approving Annual Agreement for Financial Software Licensing and Support

Presenter(s): Renae Griffiths, Finance Director

Background

On July 10, 2001, Council approved the purchase and implementation of Tyler Technologies' MUNIS integrated financial software system for the City of Grand Island. This financial software continues to provide the City of Grand Island excellent service and support for financial information. Each year in order to receive software upgrades and technical assistance from Tyler Technologies; it is necessary to enter into an annual Support Agreement.

Discussion

The total cost for the period of 9/14/2017 to 9/13/2018 is \$175,713.98. This includes system support and licensing updates for: Tyler System Management Services Support \$30,000.00, MUNIS Module Support and Update Licensing \$139,513.98, and Tyler unlimited CAL Graphic User Interface (MUNGUITUP-F) Support \$6,200.

The Tyler System Management Services Support provides service to the Information Technology department on system backup and recovery assistance, file permissions and security, system tools and user guides of each module, assistance on upgrades for each database as well as services for free on-site system server transfers.

Munis Module Support and Update Licensing include support and licensing for City staff to use the following accounting programs. Payroll, Human Resource Management, Project Accounting, Requisitions/Purchase Orders, Accounts Payable, General Ledger, Budget, General Billing, Accounts Receivable, Special Assessments, Fixed Assets, Tyler Content Manager, TCM auto Index and Redaction, Role tailored Dashboard, Tyler form Processing, Crystal Reports, Employee Self Service and Munis Office.

The Tyler Content Manager feature enables viewing of on-line accounts payable invoices, W9's, checks written, purchase orders, journal entry support, miscellaneous receipts documentation, and secured employee direct deposit stubs and W2's.

Crystal Reports is a report writing system that extracts data from each accounting module table to produce user defined reports.

The Employee Self-Service module allows employees to have on-line access to pay history, direct deposits, W-2 information, leave balances, and make changes to their personal information such as addresses, phone numbers, dependents and emergency contacts. Employee Self-Service is also used annually for on-line cafeteria benefit deductions and has allowed the City to implement on-line employee absence approvals that flow directly into bi-weekly payroll batch processing.

Munis Office connects Microsoft Office products Excel and Word to each accounting program.

The Tyler Unlimited CAL Graphic User Interface (GUI) Support is the interface that creates the screens and user “look” to the database that holds information. Users can individualize the look and feel of each of their module screens showing different information in different ways.

Alternatives

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

1. Approve the 2017-2018 Contract with Tyler Technologies, Inc for software support and licensing.
2. Postpone the issue to a future meeting.
3. Take no action.

Recommendation

City Administration recommends that the Council approve the 2017-2018 Annual Financial Support Agreement with Tyler Technologies, Inc. in the amount of \$175,713.98.

Sample Motion

Approve the Annual Financial Support Agreement with Tyler Technologies, Inc.



Remittance
Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

THIS IS NOT AN INVOICE PROFORMA

Empowering people who serve the public®

Questions

Tyler Technologies - ERP & Schools
Phone: 1-800-772-2260 Press 2, then 1
Fax: 1-866-673-3274
Email: ar@tylertech.com

Company	Order No.	Date	Page
045	94957	06/09/2017	1 of 2

To: CITY OF GRAND ISLAND
ATTN: WILLIAM CLINGMAN
PO BOX 1968
GRAND ISLAND, NE 68802

Ship To: CITY OF GRAND ISLAND
ATTN: WILLIAM CLINGMAN
PO BOX 1968
GRAND ISLAND, NE 68802

Customer Grp/No.	Customer PO#	Payment Terms	Currency Code	Ship Via	Salesperson Cd
1 1181		Net 30	USD	MISC	

No. Item/	Description/ Comments	Drop Ship	# Users	Quantity	U/M	Unit Price	Disc %	Total Cost
Contract No.: GRAND ISLAND, NE								
1	Renewal: MUNSUPPORT-F-GL SUPPORT & UPDATE LICENSING - ACCTG/GL/BUDGET/AP Maintenance Plan: ; Start: 09/14/2017, End: 09/13/2018; Term: 12 months	No	1	1	EA	33,864.68	.00	33,864.68
2	Renewal: MUNSUPPORT-F-AR SUPPORT & UPDATE LICENSING - ACCOUNTS RECEIVABLE Maintenance Plan: ; Start: 09/14/2017, End: 09/13/2018; Term: 12 months	No	1	1	EA	9,236.21	.00	9,236.21
3	Renewal: MUNSUPPORT-D-ESS SUPPORT & UPDATE LICENSING - EMPLOYEE SELF SERVICE Maintenance Plan: ; Start: 09/14/2017, End: 09/13/2018; Term: 12 months	No	1	1	EA	4,618.12	.00	4,618.12
4	Renewal: MUNSUPPORT-F-FA SUPPORT & UPDATE LICENSING - FIXED ASSETS Maintenance Plan: ; Start: 09/14/2017, End: 09/13/2018; Term: 12 months	No	1	1	EA	10,159.26	.00	10,159.26
5	Renewal: MUNSUPPORT-F-GB SUPPORT & UPDATE LICENSING - GENERAL BILLING Maintenance Plan: ; Start: 09/14/2017, End: 09/13/2018; Term: 12 months	No	1	1	EA	4,309.96	.00	4,309.96
6	Renewal: MUNSUPPORT-D-HR SUPPORT & UPDATE LICENSING - HUMAN RESOURCES MANAGEMENT Maintenance Plan: ; Start: 09/14/2017, End: 09/13/2018; Term: 12 months	No	1	1	EA	6,157.47	.00	6,157.47
7	Renewal: MUNSCRYW-F SUPPORT & UPDATE LICENSING - CRYSTAL REPORTS Maintenance Plan: ; Start: 09/14/2017, End: 09/13/2018; Term: 12 months	No	1	1	EA	8,552.36	.00	8,552.36
8	Renewal: MUNSUPPORT-F-OFF SUPPORT & UPDATE LICENSING - MUNIS OFFICE Maintenance Plan: ; Start: 09/14/2017, End: 09/13/2018; Term: 12 months	No	1	1	EA	6,772.37	.00	6,772.37
9	Renewal: MUNSUPPORT-D-PR SUPPORT & UPDATE LICENSING - PAYROLL Maintenance Plan: ; Start: 09/14/2017, End: 09/13/2018; Term: 12 months	No	1	1	EA	10,159.26	.00	10,159.26



Remittance
Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

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Questions

Tyler Technologies - ERP & Schools
Phone: 1-800-772-2260 Press 2, then 1
Fax: 1-866-673-3274
Email: ar@tylertech.com

Company	Order No.	Date	Page
045	94957	06/09/2017	2 of 2

No. Item/ Description/ Comments	Drop Ship	# Users	Quantity	U/M	Unit Price	Disc %	Total Cost
10 Renewal: MUNSUPPORT-F-PA SUPPORT & UPDATE LICENSING - PROJECT ACCOUNTING Maintenance Plan: ; Start: 09/14/2017, End: 09/13/2018; Term: 12 months	No	1	1	EA	7,450.61	.00	7,450.61
11 Renewal: MUNSUPPORT-F-PO SUPPORT & UPDATE LICENSING - PURCHASE ORDERS Maintenance Plan: ; Start: 09/14/2017, End: 09/13/2018; Term: 12 months	No	1	1	EA	10,159.26	.00	10,159.26
12 Renewal: MUNSUPPORT-F-REQ SUPPORT & UPDATE LICENSING - REQUISITIONS Maintenance Plan: ; Start: 09/14/2017, End: 09/13/2018; Term: 12 months	No	1	1	EA	7,111.49	.00	7,111.49
13 Renewal: MUNSUPPORT-D-TIMEKEE SUPPORT & UPDATE LICENSING - TIMEKEEPING INTERFACE Maintenance Plan: ; Start: 09/14/2017, End: 09/13/2018; Term: 12 months	No	1	1	EA	0.00	.00	0.00
14 Renewal: MUNFM-SUP-F TYLER FORM PROCESSING SUPPORT Maintenance Plan: ; Start: 09/14/2017, End: 09/13/2018; Term: 12 months	No	1	1	EA	4,276.19	.00	4,276.19
15 Renewal: MUNSUPPORT-D-UBSA SUPPORT & UPDATE LICENSING - UB SPECIAL ASSESSMENTS Maintenance Plan: ; Start: 09/14/2017, End: 09/13/2018; Term: 12 months	No	1	1	EA	3,078.74	.00	3,078.74
16 Renewal: MUNSUPPORT-F-TCMSE SUPPORT & UPDATE LICENSING - TYLER CONTENT MANAGER SE Maintenance Plan: ; Start: 09/14/2017, End: 09/13/2018; Term: 12 months	No	1	1	EA	8,505.00	.00	8,505.00
17 Renewal: MUNSUPPORT-F-PORTAL SUPPORT & UPDATE LICENSING - ROLE TAILORED DASHBOARD Maintenance Plan: ; Start: 09/14/2017, End: 09/13/2018; Term: 12 months	No	1	1	EA	4,158.00	.00	4,158.00
18 Renewal: MUNTMOGR-SUP TCM AUTO INDEXING AND REDACTION MAINTENANCE Maintenance Plan: ; Start: 09/14/2017, End: 09/13/2018; Term: 12 months	No	1	1	EA	945.00	.00	945.00

Does not include any applicable taxes

Order Total: 139,513.98

Comments:



Remittance
Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

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Questions

Tyler Technologies - ERP & Schools
Phone: 1-800-772-2260 Press 2, then 1
Fax: 1-866-673-3274
Email: ar@tylertech.com

Company	Order No.	Date	Page
045	94958	06/09/2017	1 of 1

To: CITY OF GRAND ISLAND
ATTN: WILLIAM CLINGMAN
PO BOX 1968
GRAND ISLAND, NE 68802

Ship To: CITY OF GRAND ISLAND
ATTN: WILLIAM CLINGMAN
PO BOX 1968
GRAND ISLAND, NE 68802

Customer Grp/No.	Customer PO#	Payment Terms	Currency Code	Ship Via	Salesperson Cd
1 1181		Net 30	USD	MISC	

No. Item/ Description/ Comments	Drop Ship	# Users	Quantity	U/M	Unit Price	Disc %	Total Cost
Contract No.: GRAND ISLAND, NE							
1 Renewal: MUNGUIUP-F TYLER UNLIMITED CAL - SUPPORT Maintenance Plan: ; Start: 09/14/2017, End: 09/13/2018; Term: 12 months	No	1	1	EA	6,200.00	.00	6,200.00

Does not include any applicable taxes

Order Total: 6,200.00

Comments:



Remittance
Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

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Questions

Tyler Technologies - ERP & Schools
Phone: 1-800-772-2260 Press 2, then 1
Fax: 1-866-673-3274
Email: ar@tylertech.com

Company	Order No.	Date	Page
045	94959	06/09/2017	1 of 1

To: CITY OF GRAND ISLAND
ATTN: WILLIAM CLINGMAN
PO BOX 1968
GRAND ISLAND, NE 68802

Ship To: CITY OF GRAND ISLAND
ATTN: WILLIAM CLINGMAN
PO BOX 1968
GRAND ISLAND, NE 68802

Customer Grp/No.	Customer PO#	Payment Terms	Currency Code	Ship Via	Salesperson Cd
1 1181		Net 30	USD	MISC	

No. Item/ Description/ Comments	Drop Ship	# Users	Quantity	U/M	Unit Price	Disc %	Total Cost
Contract No.: GRAND ISLAND, NE							
1 Renewal: MUNOSDBA TYLER SYSTEM MANAGEMENT SERVICES SUPPORT Maintenance Plan: ; Start: 09/14/2017, End: 09/13/2018; Term: 12 months	No	1	1	EA	30,000.00	.00	30,000.00

Does not include any applicable taxes

Order Total: 30,000.00

Comments:

RESOLUTION 2017-217

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

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

WHEREAS, the cost for the period of September 14, 2017 to September 13, 2018 for Tyler System Management Services Support is \$30,000.00; and

WHEREAS, the cost for the period of September 14, 2017 to September 13, 2018 for Munis Module support and update licensing is \$139,513.98; and

WHEREAS, the cost for the period of September 14, 2017 to September 13, 2018 for Tyler Unlimited CAL support is \$6,200.00; and

WHEREAS, the proposed agreement has been reviewed and approved by the City Attorney's office.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the annual Financial Support Agreement by and between the City and Tyler Technologies, Inc. for the amount of \$175,713.98 is hereby approved.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 8, 2017.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
August 4, 2017	☐ City Attorney



City of Grand Island

Tuesday, August 8, 2017

Council Session

Item J-1

Approving Payment of Claims for the Period of July 26, 2017 through August 8, 2017

*The Claims for the period of July 26, 2017 through August 8, 2017 for a total amount of \$4,367,232.64.
A MOTION is in order.*

Staff Contact: Renae Jimenez



City of Grand Island

Tuesday, August 8, 2017

Council Session

Item S-1

Discussion Concerning the Proposed Fiscal Year 2017-2018 City of Grand Island and Community Redevelopment Authority (CRA) Budgets

Staff Contact: Marlan Ferguson

2017-18 BUDGET OVERVIEW

Electric Department – Fund 520

Water Department – Fund 525

Budget Guidelines

- ☛ Conservative (low) revenue forecast
 - ☛ Weather dependent
 - ☛ Ensure debt service coverage
- ☛ Conservative (high) operating costs
 - ☛ Generation fuel/purchased power
 - ☛ Allow potential production capacity
- ☛ Maintain adequate cash reserves
- ☛ Manage controllable operating expenses and capital expenditures

Cash Reserve Guidelines

- ☛ Cash Reserve Considerations
 - ☛ Working Capital
 - ☛ Replacement Power
 - ☛ Asset Replacement
 - ☛ Capital Improvement Reserve
 - ☛ Debt Service Reserve

- ☛ Electric Fund - \$30,200,000
- ☛ Water Fund - \$4,600,000

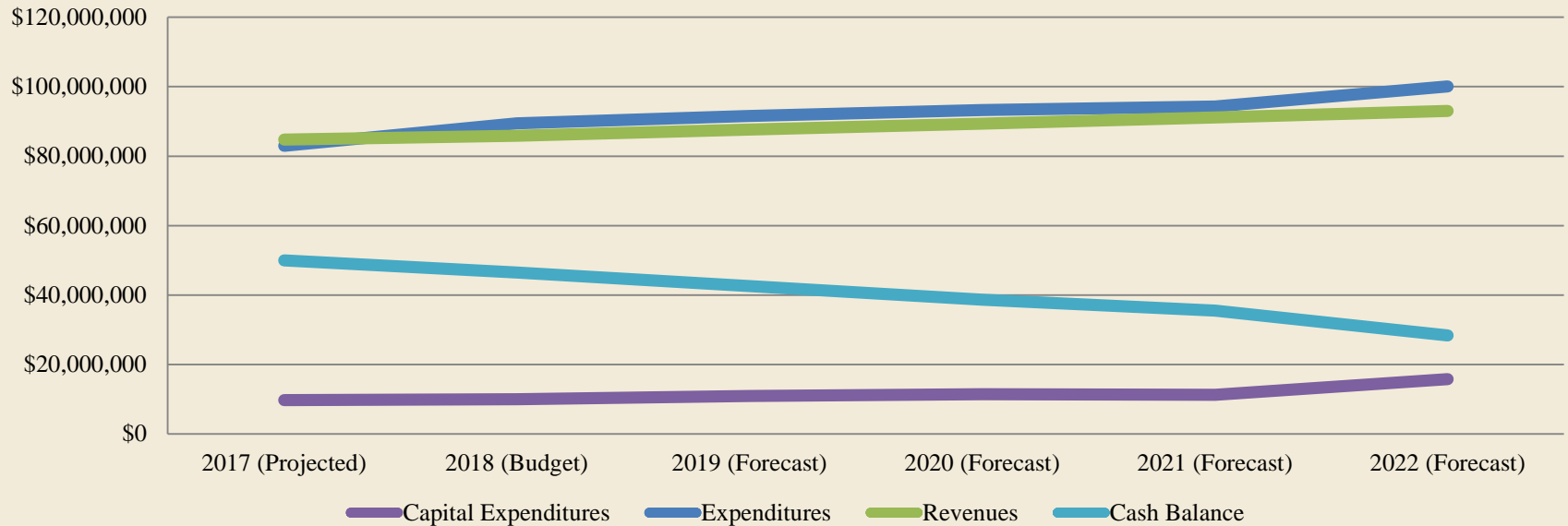
Capital Improvement Budgets

- ☛ Electric and Water Master Plans recently completed
- ☛ 5 and 20 Year System Requirements
 - ☛ Technical Evaluation
 - ☛ No Financial Evaluation
- ☛ Recommendations included in 5 year capital improvement budget forecasts

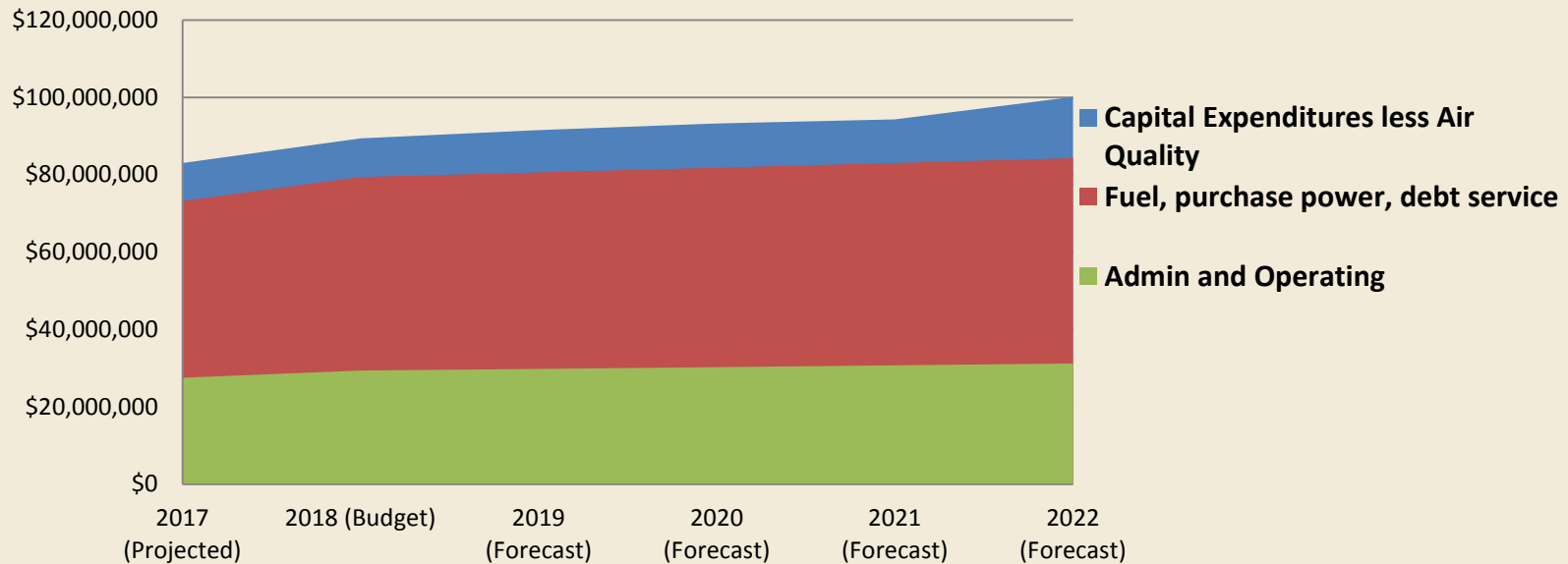


ELECTRIC DEPARTMENT FUND 520

Electric Department - Fund 520



Electric Department - Fund 520



Electric Capital Improvements

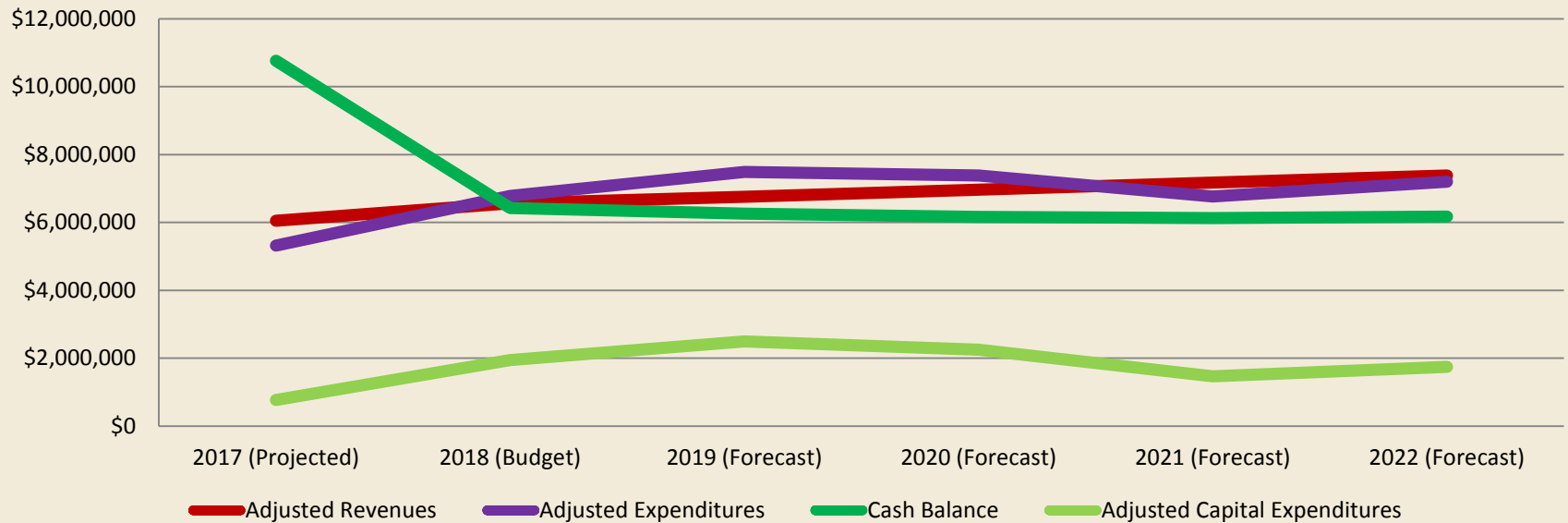
- ☛ Total Capital Budget - \$9,990,000
- ☛ Substation Upgrades - \$500,000
- ☛ Bond payments - \$3,035,000
- ☛ Distribution improvements - \$2,500,000
- ☛ Power plant maintenance/improvements - \$3,105,000

Noted Proposals

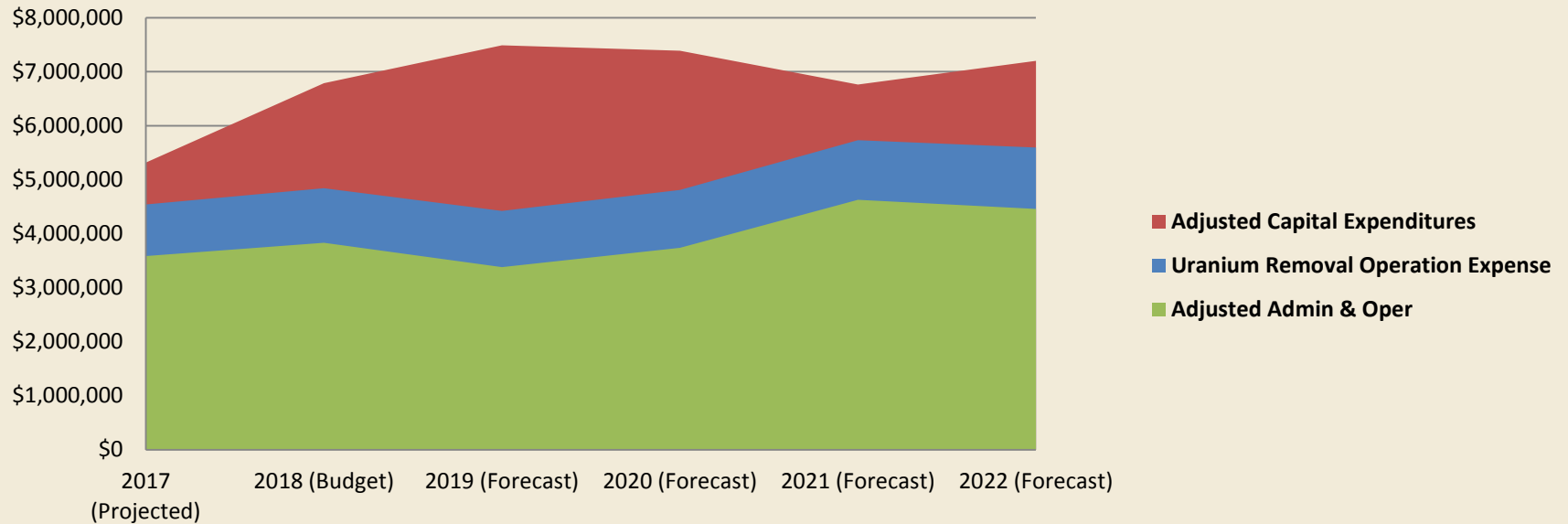
- 🇺🇸 Electric Cost of Service Study
- 🇺🇸 Burdick Steam Unit Retirement and Staff Reorganization

WATER DEPARTMENT FUND 525

Water Department - Fund 525



Water Department - Fund 525



Water Capital Improvements

- ☛ Total Capital Budget - \$6,055,000
 - ☛ Bond payments - \$295,000
 - ☛ Elevated Water Storage Reservoir - \$3,610,000
 - ☛ Distribution improvements- \$1,350,000
 - ☛ Production improvements - \$200,000

Questions?

Utilities Department
Capital Improvement Budget
Fiscal Year 2017-18

May 24, 2017
Draft #6

Electric Fund 520

Budget FY 2016-17	Projected FY 2016-17	Line items FY 2017-18	Budget FY 2017-18	Budget FY 2018-19	Budget FY 2019-20	Budget FY 2020-21	Budget FY 2021-22
Administration							
\$0	\$0	Administrative Capital Additions	\$0	\$0	\$0	\$0	\$0
\$1,675,000	\$1,675,000	2012 Revenue Bond Payment	\$1,795,000	\$1,660,000	\$1,645,000	\$1,920,000	\$2,060,000
\$1,300,000	\$1,300,000	2013 Revenue Bond Payment	\$1,240,000	\$1,450,000	\$1,580,000	\$1,425,000	\$1,425,000
\$2,975,000	\$2,975,000	Administration Subtotal	\$3,035,000	\$3,110,000	\$3,225,000	\$3,345,000	\$3,485,000
Transmission							
\$1,500,000	\$1,500,000	Transmission line Improvements	\$100,000	\$500,000	\$500,000	\$500,000	\$500,000
\$0	\$0	Additional Substation	\$0	\$0	\$0	\$0	\$4,000,000
\$125,000	\$0	Equipment & Vehicles	\$125,000	\$25,000	\$35,000	\$35,000	\$0
\$150,000	\$20,000	PCC Improvements	\$50,000	\$0	\$0	\$0	\$0
\$180,000	\$50,000	Substation Upgrades	\$500,000	\$100,000	\$100,000	\$100,000	\$100,000
\$1,955,000	\$1,570,000	Transmission Subtotal	\$775,000	\$625,000	\$635,000	\$635,000	\$4,600,000
Distribution							
\$1,750,000	\$800,000	Overhead Material	\$1,000,000	\$2,000,000	\$2,000,000	\$2,250,000	\$2,250,000
\$2,250,000	\$1,100,000	Underground Material	\$1,500,000	\$2,500,000	\$2,500,000	\$2,750,000	\$2,750,000
\$505,000	\$417,592	Equipment & Vehicles	\$275,000	\$405,000	\$320,000	\$180,000	\$400,000
\$140,000	\$60,000	Outside Contractors	\$100,000	\$350,000	\$360,000	\$360,000	\$370,000
\$855,000	\$600,000	Building Improvements	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000
\$0	\$0	Distribution Improvements	\$0	\$0	\$0	\$0	\$0
\$5,500,000	\$2,977,592	Distribution Subtotal	\$2,975,000	\$5,355,000	\$5,280,000	\$5,640,000	\$5,870,000
Production							
\$2,470,000	\$2,203,961	PGS Improvements	\$3,105,000	\$1,500,000	\$2,000,000	\$1,500,000	\$1,500,000
\$0	\$0	PGS Air Quality Control	\$0	\$0	\$0	\$0	\$0
\$85,000	\$66,950	Equipment & Vehicles	\$50,000	\$45,000	\$0	\$0	\$74,000
\$125,000	\$0	Burdick Steam Units	\$50,000	\$0	\$0	\$0	\$0
\$300,000	\$0	Burdick Gas Turbines	\$0	\$300,000	\$300,000	\$150,000	\$300,000
\$2,980,000	\$2,270,911	Production Subtotal	\$3,205,000	\$1,845,000	\$2,300,000	\$1,650,000	\$1,874,000
Electric Total	\$13,410,000	\$9,793,503	\$9,990,000	\$10,935,000	\$11,440,000	\$11,270,000	\$15,829,000

Utilities Department
Capital Improvement Budget
Fiscal Year 2017-18

May 24, 2017
Draft #6

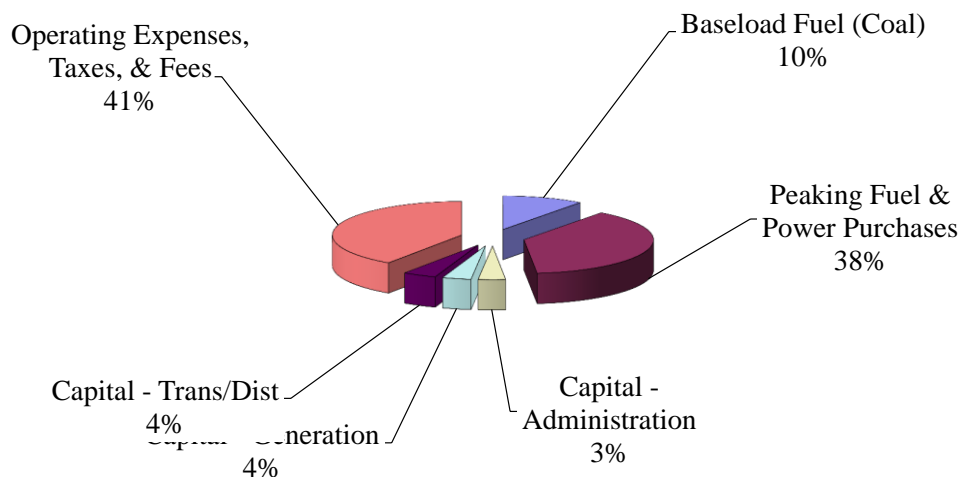
Water Fund 525

Budget FY 2016-17	Projected FY 2016-17	Line items FY 2017-18	Budget FY 2017-18	Budget FY 2018-19	Budget FY 2019-20	Budget FY 2020-21	Budget FY 2021-22
Administration							
\$0	\$0	Administrative Capital Additions	\$0	\$0	\$0	\$0	\$0
\$230,000	\$2,825,000	2012 Revenue Bond	\$0	\$0	\$0	\$0	\$0
\$350,000	\$0	2017 Revenue Bond	\$295,000	\$300,000	\$305,000	\$310,000	\$320,000
\$580,000	\$2,825,000	Administration Subtotal	\$295,000	\$300,000	\$305,000	\$310,000	\$320,000
Distribution							
\$100,000	\$100,000	Water Districts	\$0	\$300,000	\$300,000	\$300,000	\$300,000
\$90,000	\$55,000	Equipment & Vehicles	\$50,000	\$150,000	\$35,000	\$110,000	\$30,000
\$950,000	\$483,518	Distribution Improvements	\$1,350,000	\$1,550,000	\$1,250,000	\$750,000	\$650,000
\$4,500,000	\$345,420	Trunk line Expansion	\$4,160,000	\$0	\$0	\$0	\$400,000
\$5,640,000	\$983,938	Distribution Subtotal	\$5,560,000	\$2,000,000	\$1,585,000	\$1,160,000	\$1,380,000
Production							
\$75,000	\$75,000	Well field Improvements	\$200,000	\$200,000	\$0	\$0	\$0
\$0	\$0	Equipment & Vehicles	\$0	\$0	\$0	\$0	\$0
\$65,000	\$65,000	Pumpstation Improvements	\$0	\$0	\$360,000	\$0	\$50,000
\$140,000	\$140,000	Production Subtotal	\$200,000	\$200,000	\$360,000	\$0	\$50,000
Water Total	\$6,360,000	\$3,948,938	\$6,055,000	\$2,500,000	\$2,250,000	\$1,470,000	\$1,750,000

ACCOUNT		2015-2016 ACTUAL	2016-2017 BUDGET	2016-2017 PROJECTED	2017-2018 BUDGET
ENTERPRISE DEPARTMENT 520 - ELECTRIC UTILITY					
ACCRUED EXPENSES					
METER READING EXPENSE	90200	253,138	300,000	267,500	280,000
RECORDS & COLLECTION	90300	768,509	725,000	770,000	800,000
RECORDS & COLLECTION-MIS	90301	406,281	500,000	415,000	442,500
CASH OVER & SHORT	90310	-	-	-	-
UNCOLLECTABLE ACCOUNTS	90400	70,879	70,000	92,000	95,000
ADMINISTRATIVE SALARIES	92000	385,346	400,000	415,000	450,000
OFFICE SUPPLIES & EXPENSE	92100	38,515	35,000	30,000	32,500
OUTSIDE SERVICES EMPLOYED	92300	1,151,776	1,500,000	1,100,000	1,250,000
INSURANCE	92400	423,827	550,000	400,000	450,000
INJURIES & DAMAGES	92500	136,360	225,000	107,000	150,000
EMPLOYEE BENEFITS	92600	1,188,106	1,600,000	1,250,000	1,560,000
MISCELLANEOUS GENERAL	93000	156,033	125,000	135,000	150,000
UTILITY OFFICE RENT	93101	7,370	7,370	7,370	7,370
MAINTENANCE OF GENERAL PROPERTY	93200	8,625	15,000	2,000	5,000
GENERAL ADMINISTRATIVE SERVICE EXPENSE		4,994,767	6,052,370	4,990,870	5,672,370
DEPRECIATION-PLANT	40310	6,526,084	6,500,000	7,155,000	7,375,000
DEPRECIATION-TRANSMISSION	40340	747,259	750,000	790,000	815,000
DEPRECIATION-DISTRIBUTION	40350	3,235,197	3,300,000	3,477,500	3,582,000
DEPRECIATION-GENERAL	40360	877,105	875,000	965,000	995,000
MERCHANDISE MATERIAL	41510	(204,380)	150,000	150,000	150,000
MERCHANDISE LABOR	41520	(72,070)	100,000	100,000	100,000
NON-UTILITY PROPERTY	41710	161	200	175	200
LOSS ON DISPOSITION OF PROPERTY	42120	268,742	-	2,500	25,000
INTEREST 2012 LONG TERM DEBT	42775	371,566	348,238	348,238	321,317
INTEREST 2013 LONG TERM DEBT	42785	1,508,831	1,471,750	1,471,750	1,433,050
AMORTIZATION OF DEBT EXPENSE	42800	-	-	-	-
DEPOSIT INTEREST EXPENSE	43100	1,119	800	1,500	2,500
OPER SUPERVISION & ENG - BURDICK STEAM	50010	199,326	190,000	200,000	-
OPER SUPERVISION & ENG - PGS	50020	465,534	450,000	450,000	465,000
GENERATION FUEL - BURDICK STEAM	50110	77,808	90,000	110,000	-
GENERATION FUEL - PGS	50120	9,003,275	10,000,000	8,800,000	9,100,000
STATION LABOR & MATERIAL - BURDICK STEAM	50210	310,159	350,000	305,000	-
STATION LABOR & MATERIAL - PGS	50220	1,662,311	1,600,000	1,580,000	1,650,000
GENERATION PRODUCTION - BURDICK STEAM	50510	331,337	325,000	335,000	-
GENERATION PRODUCTION - PGS	50520	1,396,101	1,700,000	1,160,000	1,200,000
GENERATION PRODUCTION - PGS LIME	50521	285,362	375,000	475,000	500,000
GENERATION PRODUCTION - PGS PAC	50522	120,139	125,000	200,000	225,000
OPERATION SUPPLIES - BURDICK STEAM	50610	190,117	215,000	162,000	-
OPERATION SUPPLIES - PGS	50620	531,247	575,000	420,000	435,000
MAINT SUPER & ENG - BURDICK STEAM	51010	68,622	70,000	70,000	75,000
MAINT SUPER & ENG - PGS	51020	243,216	250,000	228,500	237,500
MAINT OF STRUCTURES - BURDICK STEAM	51110	18,911	50,000	16,000	17,500
MAINT OF STRUCTURES - PGS	51120	985,146	1,000,000	1,000,000	1,050,000
MAINT OF BOILER PLANT - BURDICK STEAM	51210	189,809	150,000	255,000	-
MAINT OF BOILER PLANT - PGS	51220	2,657,274	3,191,966	3,600,000	3,750,000
MAINT OF GENERATION EQUIP - BURDICK STEAM	51310	197,759	130,000	107,000	110,000
MAINT OF GENERATION EQUIP - PGS	51320	331,708	900,000	355,000	375,000
OPER SUPERVISION & ENG - BURDICK CT'S	54630	94,711	105,000	96,000	310,000
GENERATION FUEL - BURDICK CT'S	54730	54,725	75,000	82,000	103,000
GENERATION PRODUCTION - BURDICK CT'S	54830	417,714	425,000	410,000	525,000
OPERATION SUPPLIES - BURDICK CT'S	54930	62,981	65,000	57,000	60,000
MAINT SUPER & ENG - BURDICK CT'S	55130	366	1,000	500	750
MAINT OF STRUCTURES - BURDICK CT'S	55230	2,359	10,000	3,250	5,000
MAINT OF GENERATION EQUIP - BURDICK CT'S	55330	250,560	350,000	230,000	400,000
PURCHASED POWER-NPPD	55500	-	-	-	-
PURCHASED POWER-WAPA	55510	1,115,301	1,115,302	1,100,000	1,250,000
PURCHASED POWER-OPPD	55520	9,080,780	8,000,000	9,460,000	9,800,000

	ACCOUNT	2015-2016 ACTUAL	2016-2017 BUDGET	2016-2017 PROJECTED	2017-2018 BUDGET
PURCHASED POWER-PPGA	55530	4,422,807	3,400,000	4,550,000	4,800,000
PURCHASED POWER-WIND	55540	545,888	715,000	675,000	700,000
PURCHASED POWER-WIND / INVENERGY	55541	1,882,391	4,000,000	4,135,000	4,300,000
PURCHASED POWER-MEAN	55550	-	-	-	-
PURCHASED POWER-TENASKA	55560	526,472	16,000,000	14,250,000	17,500,000
PURCHASED POWER-SOLAR	55570	-	2,500	2,000	2,500
OPER SUPERVISION & ENG-TRANS	56000	520,597	700,000	486,000	1,520,000
LOAD DISPATCHING-TRANS	56100	3,712,610	3,250,000	4,347,000	4,500,000
MAINT OF SUBSTATION-TRANS	57000	47,069	50,000	30,000	35,000
MARKET EXPENSE- TRANS	57500	179,161	175,000	200,000	210,000
OPER SUPERVISION & ENGINEERING-DIST	58000	100,445	175,000	119,000	125,000
LOAD DISPATCHING-DIST	58100	627,118	535,000	670,000	700,000
OPER OF SUBSTATION-DIST	58200	274	2,500	750	1,000
OVERHEAD LINE-DIST	58300	154,443	75,000	198,000	205,000
METER OPERATING-DIST	58600	98,844	100,000	247,000	255,000
MAINT OF SERV ON CUST PROP-DIST	58700	224,600	225,000	232,000	240,000
OFFICE SUPPLIES-DIST	58800	1,310,206	1,250,000	1,350,000	1,450,000
MAINT OF STATION EQUIP-DIST	59200	765,906	900,000	810,000	835,000
MAINT OF LINES-DIST	59300	879,738	675,000	850,000	900,000
MAINT OF UNDERGROUND LINES-DIST	59400	628,168	600,000	635,000	660,000
MAINT OF TRANSFORMER-DIST	59500	44,427	50,000	83,000	87,500
MAINT OF METERS-DIST	59700	-	-	-	-
MAINT OF MISC PLANT-DIST	59800	360,015	600,611	322,000	335,000
TOTAL OPERATING EXPENSE		60,635,454	78,859,867	79,920,663	85,803,817
ACCRUED ADMIN & OPERATING EXPENSES		65,630,221	84,912,237	84,911,533	91,476,187
TOTAL CAPITAL EXPENSES		2,437,276	13,410,000	9,793,503	9,990,000
ACCRUED & CAPITAL EXPENSE		68,067,496	98,322,237	94,705,036	101,466,187
OTHER USES OF FUNDS - IN LIEU OF TAX	40800	675,217	700,000	700,000	700,000
LESS DEPRECIATION		(11,385,645)	(11,425,000)	(12,387,500)	(12,767,000)
FINAL ACCRUED EXPENSE		57,357,069	87,597,237	83,017,536	89,399,187
ACCRUAL RECONCILIATION		10,140,367	-	-	-
TOTAL APPROPRIATION		67,497,436	87,597,237	83,017,536	89,399,187

Electric Department Appropriation

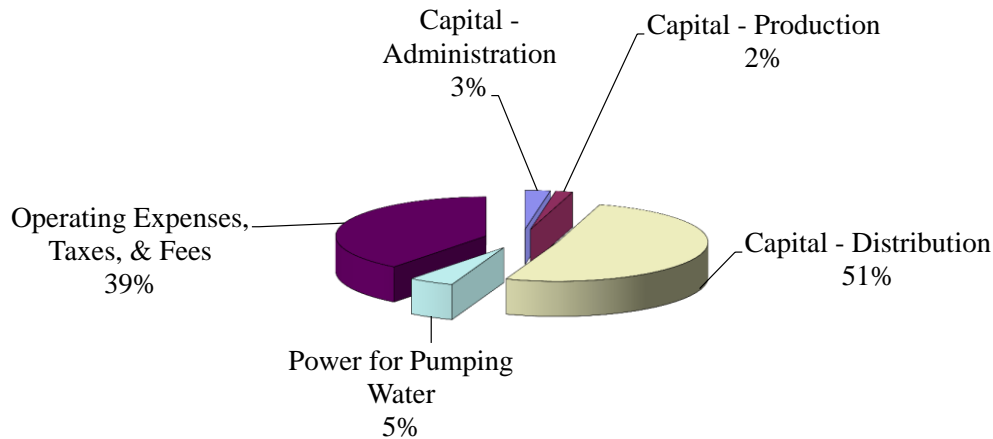


	ACCOUNT	2015-2016 ACTUAL	2016-2017 BUDGET	2016-2017 PROJECTED	2017-2018 BUDGET
ACCRUAL REVENUE					
MERCHANDISE SALES	41500	455,812	350,000	365,000	350,000
REVENUE NON-UTILITY PROPERTY	41700	-	-	-	-
INTEREST & DIVIDEND	41900	405,412	300,000	340,000	350,000
MISC NON-OPERATING	42100	11,570	12,500	16,000	15,000
GAIN ON DISPOSITION OF PROP	42110	46,095	-	40,000	15,000
AMORTIZATION OF DEBT PREMIUM	42900	451,059	436,163	436,165	418,927
RESIDENTIAL SALES	44000	19,939,288	19,400,000	20,190,000	20,390,000
DUSK TO DAWN SALES	44020	131,185	135,000	132,000	133,000
COMMERCIAL & INDUSTRIAL SALES	44200	40,736,133	40,000,000	41,400,000	41,800,000
WHOLESALE ENERGY - NPPD	44700	62,551	250,000	185,000	189,000
WHOLESALE ENERGY - OPPD	44710	-	-	-	-
WHOLESALE ENERGY - MEAN	44720	-	-	-	-
WHOLESALE ENERGY - TENASKA	44730	2,158,595	17,500,000	19,000,000	19,500,000
WHOLESALE ENERGY - HASTINGS	44740	-	-	-	-
WHOLESALE ENERGY - NE CITY	44750	135,819	210,000	290,000	295,000
WHOLESALE ENERGY - NELIGH	44760	38,805	60,000	82,000	84,000
WHOLESALE ENERGY - SPP	44770	373,729	825,000	696,000	700,000
INTERDEPARTMENTAL SALES	44800	1,739,256	1,700,000	1,785,000	1,800,000
FORFEITED DISCOUNTS	45000	181,827	180,000	180,000	182,000
SERVICE SALES	45100	15,190	15,000	15,000	15,500
RENT FROM PROPERTY	45400	86,285	82,000	78,000	80,000
TOTAL ACCRUAL REVENUE		66,968,612	81,455,663	85,230,165	86,317,427
ACCRUAL RECONCILIATION		(451,059)	(436,163)	(436,165)	(418,927)
TOTAL REVENUE		66,517,554	81,019,500	84,794,000	85,898,500
BOND & LOAN PROCEEDS		-	-	-	-
TOTAL REVENUE & BOND PROCEEDS		66,517,554	81,019,500	84,794,000	85,898,500
OPERATING EXCESS (DEFICIT)		1,457,394	6,832,263	11,569,967	6,489,313
CAPITAL EXPENDITURES		(2,437,276)	(13,410,000)	(9,793,503)	(9,990,000)
BEGINNING FUND BALANCE		49,185,002	48,205,119	48,205,119	49,981,583
ENDING UNRESTRICTED BALANCE		41,727,203	35,341,497	42,389,196	38,866,204
ENDING RESTRICTED BALANCE		6,477,916	6,285,885	7,592,387	7,614,692

ACCOUNT		2015-2016 ACTUAL	2016-2017 BUDGET	2016-2017 PROJECTED	2017-2018 BUDGET
ENTERPRISE DEPARTMENT 525 - WATER OPERATIONS					
ACCRUED EXPENSES					
METER READING	78100	94,216	90,000	100,500	105,000
CUSTOMER BILLING & ACCOUNTING	78200	276,341	230,000	296,500	330,000
DATA PROCESSING	78250	205,813	250,000	208,500	225,000
UNCOLLECTABLE ACCOUNTS	78400	4,971	6,500	3,900	5,000
ADMINISTRATIVE SALARY EXPENSE	79000	32,481	60,000	37,000	40,000
OFFICE SUPPLIES	79300	7,262	7,500	7,500	7,750
SPECIAL SERVICES	79500	108,572	200,000	106,000	115,000
INSURANCE	79800	13,168	15,000	12,500	15,000
INJURIES & DAMAGES	79900	2,048	6,000	12,500	15,000
EMPLOYEE BENEFITS	80010	141,882	155,000	160,000	200,000
PENSIONS	80020	25,412	22,000	27,500	29,000
MISCELLANEOUS	80100	15,169	20,000	23,500	25,000
MAINT OF GENERAL PROPERTY	80200	97,192	120,000	85,000	100,000
UTILITY OFFICE RENT	80300	3,630	3,630	3,630	3,630
BACKFLOW PROTECTION PROGRAM	81000	127,563	145,000	128,500	135,000
GENERAL ADMINISTRATIVE SERVICE EXPENSE		1,155,721	1,330,630	1,213,030	1,350,380
DEPRECIATION-SUPPLY	50310	69,598	80,000	71,000	80,000
DEPRECIATION-PUMPING EQUIP	50320	20,220	22,500	21,000	25,000
DEPRECIATION-TREATMENT PLANT	50330	151,452	175,000	154,000	165,000
DEPRECIATION-DISTRIBUTION	50340	624,841	675,000	651,000	680,000
DEPRECIATION-GENERAL	50350	154,550	168,000	178,000	190,000
INTEREST EXPENSE - 2012 BONDS	53000	64,549	282,481	46,436	-
INTEREST EXPENSE - 2017 BONDS	53010			91,348	201,360
DEBT EXPENSE ON BONDS	53100	-	140,000	140,434	-
MERCHANDISE-MATERIAL	61610	77,251	70,000	95,000	100,000
MERCHANDISE-LABOR	61620	67,782	70,000	65,000	70,000
OPERATION SUPPLIES	70300	13,253	15,000	15,000	17,500
MAINT OF WELLS & STRUCTURES	70500	65,486	45,000	45,000	47,750
OPERATION LABOR	72200	184,423	281,801	200,000	230,000
POWER FOR PUMPING	72300	504,370	475,000	520,000	535,000
MAINT OF PUMPING EQUIP	72700	184,817	215,000	200,000	215,000
PURIFICATION SUPPLIES	74300	903,884	925,000	945,000	975,000
MAINT OF PURIFICATION EQUIP	74600	59,958	75,000	10,000	35,000
OPERATION SUPERVISION & ENG	75100	191,031	225,000	205,000	225,000
OFFICE EXPENSE-DIST	75200	77,722	125,000	112,000	116,000
OPERATION OF MAINS	75300	236,954	300,000	210,000	250,000
OPERATION OF METERS	75400	91,566	125,000	104,000	120,000
MAINT OF DIST MAINS	75800	117,771	230,000	110,000	130,000
MAINT OF FIRE HYDRANTS	75900	144,980	195,000	150,000	160,000
OPERATIONS TOTAL		4,006,456	4,914,782	4,339,218	4,567,610
ACCRUED ADMIN & OPERATING EXPENSES		5,162,177	6,245,412	5,552,248	5,917,990
TOTAL CAPITAL EXPENSES		3,529,092	6,360,000	3,948,938	6,055,000
ADJUSTED ACCRUED EXPENSES		8,691,268	12,605,412	9,501,186	11,972,990
OTHER USES OF FUNDS - IN LIEU OF TAX	53300	78,886	65,000	65,000	65,000
LESS DEPRECIATION		(1,020,661)	(1,120,500)	(1,075,000)	(1,140,000)
FINAL ACCRUED EXPENSE		7,749,493	11,549,912	8,491,186	10,897,990
ACCRUAL RECONCILIATION		(2,060,845)	-	-	-
TOTAL APPROPRIATION		5,688,648	11,549,912	8,491,186	10,897,990

ACCOUNT	2015-2016 ACTUAL	2016-2017 BUDGET	2016-2017 PROJECTED	2017-2018 BUDGET
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Water Department Appropriation



ACCRUAL REVENUE

WATER TAP FEES	52000	35	2,500	36,128	-
WATER MAIN CONTRIBUTIONS	52010	1,965,100	-	901,700	-
RENT FROM PROPERTY	52200	-	-	-	-
INTEREST & DIVIDEND	52400	12,881	20,000	12,000	12,500
MISC NON-OPERATING	52600	126,758	125,460	127,500	128,000
GAIN ON DISPOSITION-PROP	52610	9,112	-	5,628	-
METERED SALES	60100	5,352,181	5,444,800	5,450,000	6,000,000
PRIVATE FIRE PROTECTION	60400	52,336	45,000	52,000	52,000
INTERDEPARTMENTAL SALES	60800	166,388	112,500	165,000	170,000
SALE OF WATER SERVICES	61400	286	2,000	190	200
MERCHANDISE SALES	61600	203,484	175,000	200,000	200,000
TOTAL ACCRUAL REVENUE		7,888,560	5,927,260	6,950,146	6,562,700
ACCRUAL RECONCILIATION		(1,965,100)	-	(901,700)	-
TOTAL REVENUE		5,923,460	5,927,260	6,048,446	6,562,700
BOND PROCEEDS		-	8,000,000	7,435,000	
TOTAL REVENUE & BOND PROCEEDS		5,923,460	13,927,260	13,483,446	6,562,700
OPERATING EXCESS (DEFICIT)		3,763,903	737,348	1,506,198	1,719,710
CAPITAL EXPENDITURES		(3,529,092)	(6,360,000)	(3,948,938)	(6,055,000)
BEGINNING FUND BALANCE		5,533,698	5,768,510	5,768,510	10,760,770
ENDING UNRESTRICTED BALANCE		5,160,239	3,546,714	5,715,247	6,012,154
ENDING RESTRICTED BALANCE		608,271	4,599,144	5,045,523	413,326

CAPITAL IMPROVEMENTS BUDGET – May 24, 2017 Draft #6
WATER DEPARTMENT
FISCAL YEAR 2017-18

ADMINISTRATION

1. Administrative Capital Additions: \$0
2. 2012 Revenue Bond Payment: \$0
Anticipated debt service on Series 2012 Bonds.
3. 2017 Revenue Bond Payment: \$295,000
Anticipated debt service on Series 2017 Bonds.

DISTRIBUTION

4. Water Main Districts: \$0
This item includes unplanned extensions of water mains into new subdivisions and developments. Compliance with Federal regulations, annexation, and aquifer contamination will continue to produce additional requests for water main extensions
5. Equipment & Vehicles: \$50,000
Unit 921 Service Truck \$50,000
6. Distribution Improvements: \$1,350,000
State St-Walnut to Huston \$200,000
3rd St – Clark to Cedar \$200,000
Yund St – Plum to Cherry \$100,000
Louise/Ingles/John replace 2” main \$100,000
NE Hwy 2 –North Rd to Diers Ave 12” \$200,000
Hwy 34 – East of Locust \$100,000
12th & Broadwell \$100,000
17th & Broadwell \$350,000
7. Trunk Line Expansion: \$4,160,000
2 MG Elevated Storage \$3,610,000
7th, 8th, Boggs, Faidley, Stoger, White, Pletcher Terrace \$550,000

PRODUCTION

8. Well Field Improvements: \$200,000
Wellfield Well PLC Upgrade \$200,000
9. Equipment & Vehicles: \$0
10. Pumpstation Improvements: \$0

CAPITAL IMPROVEMENTS BUDGET – May 24, 2017 Draft #6
ELECTRIC DEPARTMENT
FISCAL YEAR 2017-18

ADMINISTRATION

1. Administrative Capital Additions: \$0
2. 2012 Revenue Bond Payment: \$1,795,000
Anticipated debt service on Series 2012 Bonds.
3. 2013 Revenue Bond Payment: \$1,240,000
Anticipated debt service on Series 2013 Bonds.

TRANSMISSION

4. Transmission Line Improvements: \$100,000
\$100,000 – Fiber optics upgrades.
5. Additional Substations: \$0
6. Equipment & Vehicles: \$125,000
\$125,000 - New SF6 gas cart for servicing transmission breakers.
7. PCC Improvements: \$50,000
\$50,000 – Phelps Control Center building improvements.
8. Substation Upgrades: \$500,000
\$200,000 – Internal inspection of all 115 kV breakers.
\$150,000 – Replacement substation breakers.
\$150,000 – Replacement of Substation F wall

DISTRIBUTION

9. Overhead Material: \$1,000,000
This routine item includes pole-mounted transformers, conductors, poles, meters, streetlights, small tools, hardware and labor necessary for overhead electrical distribution. The budgeted amount is based on historical expenditures.
10. Underground Materials: \$1,500,000
This is a routine item that includes the cable, pad-mounted transformers, conduit, small tools, hardware and labor necessary to supply underground electric service to new businesses and subdivisions. Cable nearing the end of its useful 30 year life is replaced from this line item. Most projects have a short lead-time, and the budgeted amount is based on the historic needs.

CAPITAL IMPROVEMENTS BUDGET – May 24, 2017 Draft #6
ELECTRIC DEPARTMENT
FISCAL YEAR 2017-18

11. Equipment & Vehicles: \$275,000
\$35,000 – Unit #1571. Replacement for a 2005 Chevy Extended Cab Pickup
\$60,000 – Unit #1602. Replacement for a 2002 Bobcat skid steer loader
\$150,000 – Unit #1605. Replacement for a 2003 four drum wire puller
\$30,000 – Unit #1656. Replacement for a single reel take-up trailer
12. Outside Contractors: \$100,000
Contractors used for underground boring to install conduit for the Underground Department.
13. Distribution Building Improvements: \$100,000
Remodel expenses for the Electric Service Facility.
14. Distribution Improvements: \$0
Engineering computers and automated mapping.

PRODUCTION

15. PGS Improvements: \$3,105,000

\$1,000,000 - 5 Year Turbine Overhaul
\$1,035,000 - SDA Corrosion Protection Coating
\$250,000 - Bottom Ash Controls Upgrade
\$320,000 - Fire Tank Interior Painting
\$500,000 - 5 Year Boiler Repairs
16. PGS Air Quality Control: \$0
17. Equipment & Vehicles: \$50,000
\$50,000 - Unit 1301 – Burdick Maintenance Pickup
18. Burdick Steam Units: \$50,000
Decommissioning
19. Burdick Gas Turbines: \$0

CITY OF

Grand Island

NEBRASKA

Jackrabbit Run Golf Course



Budget
2017-18



History

The golf course was designed by Frank Hummel and construction started in 1976. The course was named Grand Island Municipal Golf Course and it open for play on July 1, 1977. The course was funded by 50 percent federal funds, 25 percent state funds and 25 percent local funds. The local funds were raised by the City of Grand Island from the sale of some City owned land. The 175 acres of land that the course is located on is leased from the airport including the clubhouse and the driving range. When the course first opened, the clubhouse was an old trailer home located directly behind the #1 tee.

Course Improvements

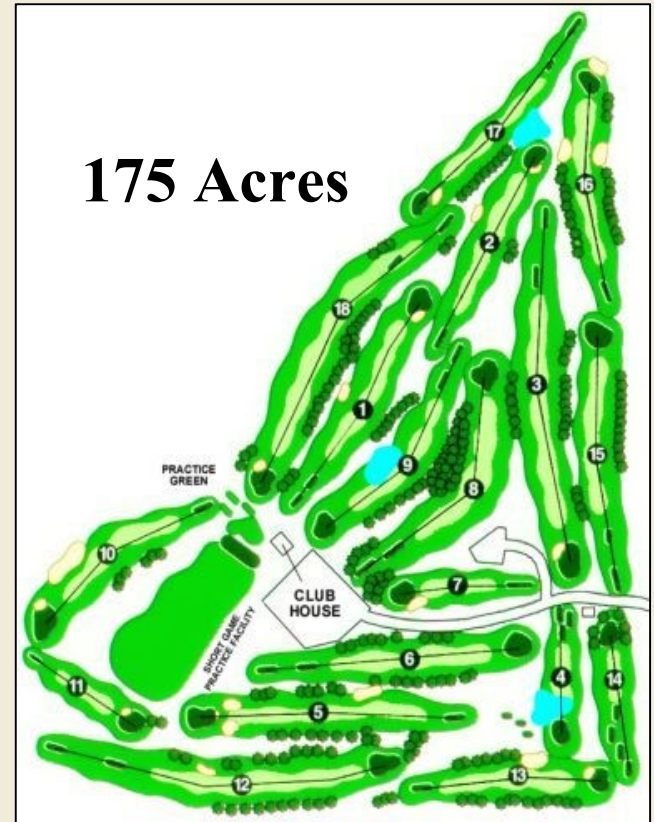
The clubhouse was built and moved in the fall of 1977. In 1985 approximately 30 feet was added to both ends of the building to form the current clubhouse. In 1995 a short game practice facility was added to the south of the parking lot including an extra putting green, chipping green, and a bunker. The Golf Course has three acres of greens which were seeded with Pencrose creeping bent grass. The two acres of teeing surface is bluegrass and ryegrass. The 30 acres of fairways also include bluegrass and ryegrass. The 70 acres of rough is bluegrass, ryegrass, and a few small areas of buffalo grass. The six acres of wildflower and native grass areas were started in the spring of 2005 behind the #15 green. Expansion continued in the spring of 2006 to the right and behind the #6 tee and to the south of the parking lot in the spring of 2007. These beautiful areas include over 20 varieties of wildflowers. The flowers are in full bloom from mid May through mid July. The magnificent beauty of this nature is enjoyed by both golfers and non-golfers.

Superintendent: Doug Sweeney
Head Professional: Don Kruse

CITY OF
Grand Island
NEBRASKA



175 Acres

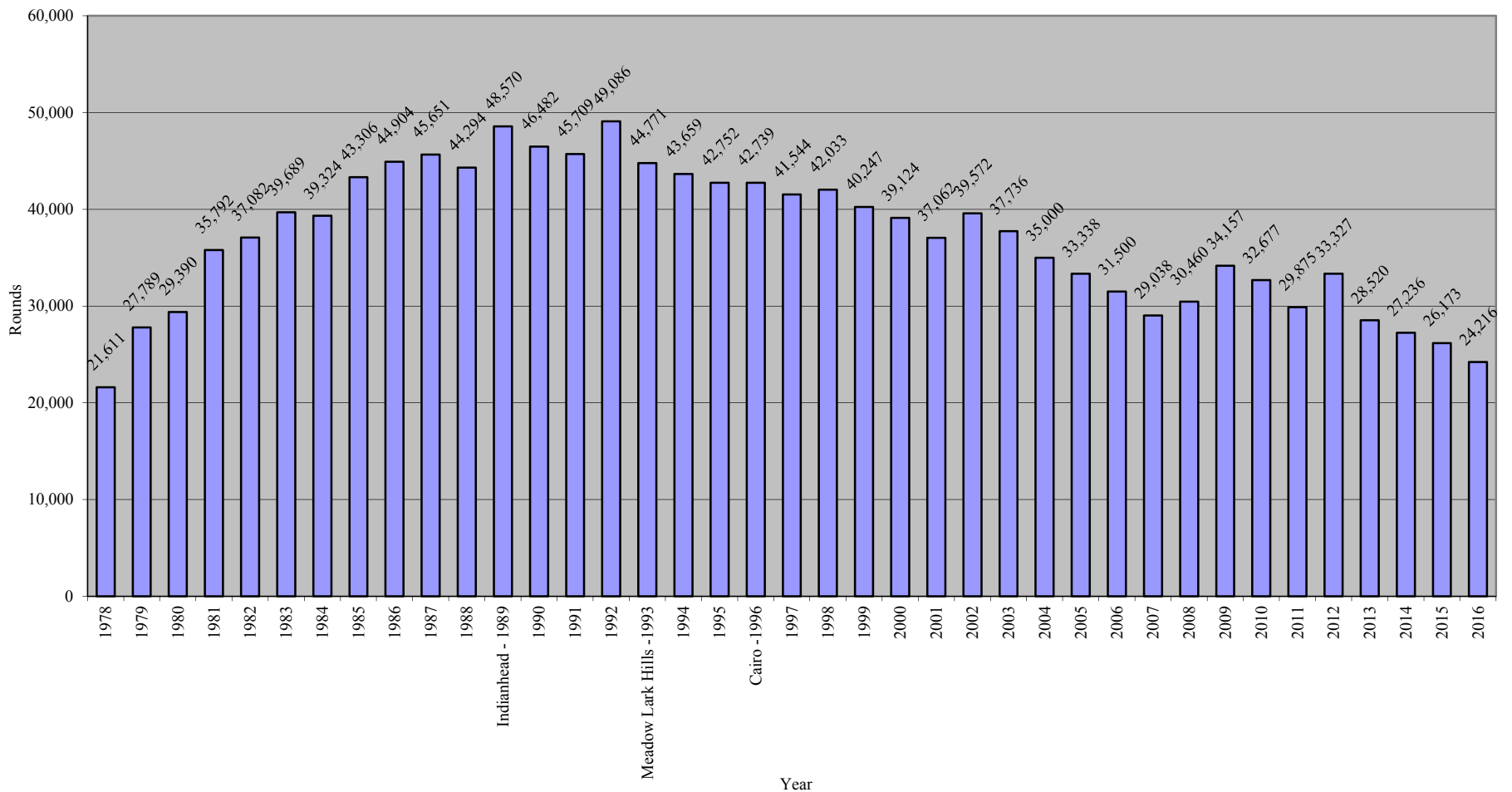


Course Equipment





Number of Rounds



Golf Course Financial History

	2010	2011	2012	2013	2014	2015	2016	2017 projected	2018 Budget
Beginning Cash	\$ (213,302)	\$ 120,693	\$ 184,690	\$ 277,940	\$ 190,367	\$ 175,270	\$ 111,481	\$ (58,003)	\$ 70,718
Revenue	\$ 577,224	\$ 593,254	\$ 671,917	\$ 620,427	\$ 611,087	\$ 591,204	\$ 563,010	\$ 600,000	\$ 670,938
Transfer In	\$ 329,000	\$ -	\$ -	\$ -	\$ 497,384	\$ -	\$ -	\$ 200,000	\$ -
Operating & Personnel	\$ 544,999	\$ 520,255	\$ 578,667	\$ 600,948	\$ 623,685	\$ 619,950	\$ 672,650	\$ 671,279	\$ 691,463
Capital	\$ 27,230	\$ 9,000		\$ 107,052	\$ 499,883	\$ 35,042	\$ 59,845		\$ 72,000
Total Appropriations	\$ 572,229	\$ 529,255	\$ 578,667	\$ 708,000	\$ 1,123,568	\$ 654,992	\$ 732,495	\$ 671,279	\$ 763,463
Ending Cash	\$ 120,693	\$ 184,692	\$ 277,940	\$ 190,367	\$ 175,270	\$ 111,481	\$ (58,003)	\$ 70,718	\$ (21,807)

Golf Course Fee Snapshot

	2014	2015	2016	2017	2018 Proposed
Seniors 18 holes	\$ 18.00	\$ 19.00	\$ 19.00	\$ 19.75	\$ 20.50
Adults 9 holes (weekdays)	\$ 14.00	\$ 15.00	\$ 15.00	\$ 15.50	\$ 16.00
Adults 18 holes (weekdays)	\$ 20.00	\$ 21.00	\$ 21.00	\$ 21.75	\$ 22.50
Junior Golf-9 holes (weekdays)	\$ 9.00	\$ 10.00	\$ 10.00	\$ 10.50	\$ 11.00
Junior Golf-18 holes (weekdays)	\$ 15.00	\$ 16.00	\$ 16.00	\$ 16.75	\$ 17.50
Adults 9 holes	\$ 16.00	\$ 17.00	\$ 17.00	\$ 17.75	\$ 18.50
Adults 18 holes	\$ 22.00	\$ 23.00	\$ 23.00	\$ 24.00	\$ 25.00
Maintenance Fee (per season pass round)	\$ 2.34	\$ 2.80	\$ 2.80	\$ 2.80	\$ 2.80
Cart Rental 9 holes, per rider	\$ 9.00	\$ 10.00	\$ 10.00	\$ 10.50	\$ 11.00
Cart Rental 18 holes, per rider	\$ 14.00	\$ 15.00	\$ 15.00	\$ 15.50	\$ 16.00

Capital Projects 2017/2018



2017 Planned Projects

- Capital Ave; Webb Rd to Broadwell Ave Widening
- Stolley Park Rd Restriping/Rehabilitation
- Webb Road Paving Assessments
- Sycamore Underpass Rehabilitation
- Adams St Paving
- Highway 281 NB(NDOT Project)
- Northwest Flood Control
- Moore's Creek Drainage Extension
- Shady Bend Drainage
- North Broadwell Drainage
- Waugh/Broadwell Relocation *carryover
- Faidley & Diers Traffic Signal *carryover
- Annual Curb Ramp Installation
- Curb Ramp Installation CDBG Project (4th & 5th) *carryover
- Pavement Condition Survey *carryover
- Sterling Est Paving Dist No. 1262
- Five Points Intersection Improvements Study
- Brookline St Drainage
- Eagle Scout Detention Cell – N of Eagle Scout Lake
- Capital Avenue Storm Sewer Improvements

2017 Capital Improvement Projects Funded by Gas Tax Money

	2017 Budget	2017 Forecast
Capital Avenue - Webb Rd to Broadwell Ave	\$ 1,089,567	\$ 433,052
Stolley Park Rd Restriping/Rehab	\$ 135,000	\$ 31,496
Annual Curb Ramp Installation	\$ 165,000	\$ 276,458
Faidley & Diers Traffic Signal	\$ 0	\$ 330
Webb Rd Assessment Payments	\$ 131,035	\$ 128,062
Sycamore Underpass Rehab	\$ 80,000	\$ 70,912
Curb Ramp Installation CDBG Project (4 th & 5 th St)	\$ 0	\$ 68,255
Pavement Condition Survey	\$ 0	\$ 111,118
Waugh/Broadwell Relocation	\$ 0	\$ 134,136
Adams St Paving	\$ 1,000,000	\$ 1,174,053
Sterling Estates Paving District No. 1262	\$ 300,000	\$ 181,217
Highway 281 NB (NDOR project)	\$ 1,617,500	\$ 2,928,665
Five Points Intersection Improvements	\$ 350,000	\$ 28,000
Unassigned Projects	\$ 750,000	\$ 0
TOTAL	\$ 5,618,102	\$ 5,565,754

2017 Capital Improvement Projects Funded by General Fund & Special Assessments

	2017 Budget	2017 Forecast
Construction of NW Flood Control Project	\$ 1,318,870	\$ 600,000
Eagle Scout Detention Cell – N of Eagle Scout Lake	\$ 75,000	\$ 0
Moores Creek Drain Extension	\$ 0	\$ 165,600
Shady Bend Drainage	\$ 0	\$ 131,194
Brookline Drainage	\$ 0	\$ 2,166
N Broadwell Drainage	\$ 0	\$ 145,971
Capital Avenue Storm Sewer Improvements	\$ 200,000	\$ 0
TOTAL	\$ 1,593,870	\$ 1,044,931

Summary of Capital Improvement Projects

2017 Budget 2017 Forecast

Funded by Gas Tax Money	\$ 5,618,102	\$ 5,565,754
Funded by General Fund & Special Assessments	\$ 1,593,870	\$ 1,044,931

TOTAL CAPITAL REQUESTS \$ 7,211,972 \$ 6,610,685



Proposed Capital Projects for 2017/2018

- 🚧 Capital Avenue; Webb Rd to Broadwell Ave
- 🚧 Stolley Park Rd Restriping/Rehabilitation
- 🚧 Annual Curb Ramp Installation
- 🚧 Sycamore St Underpass Rehab
- 🚧 Old Potash; North Rd to E of Webb Rd Master Plan
- 🚧 North Rd & 13th St
- 🚧 Webb Road Paving Assessment (City share)
- 🚧 Northwest Drainage Project (NRD partner)
- 🚧 Moores Creek Drain Extension

Capital Avenue; Webb Road to Broadwell Avenue \$184,000

Widened Capital Avenue to 5 lanes from Webb Road to Broadwell Avenue, added a continuous turning lane and a hike/bike trail on the north side of the road. This project received Federal funds. Construction was completed in 2016. Project is in the close out phase with NDOT.

Stolley Park Road Restriping / Rehabilitation

\$285,400

- 🚧 Surface repairs, lane configuration and intersection lane extensions
- 🚧 Delayed to acquire federal funding
- 🚧 Construction anticipated 2018



Annual Curb Ramp Installation \$104,800

Required per Federal American Disabilities Act (ADA) Regulations – City of Grand Island's handicap ramp installation program follows the previous year's asphalt program. Other priority locations are added as funds allow.



Sycamore Street Underpass Rehabilitation

\$1,200,000



- Replace bridge deck and abutment, patch and seal abutment walls, seal retaining walls, add drainage, and reconstruct pumps
- Complete design and begin construction
- Additional funds will be needed to complete construction in 2019

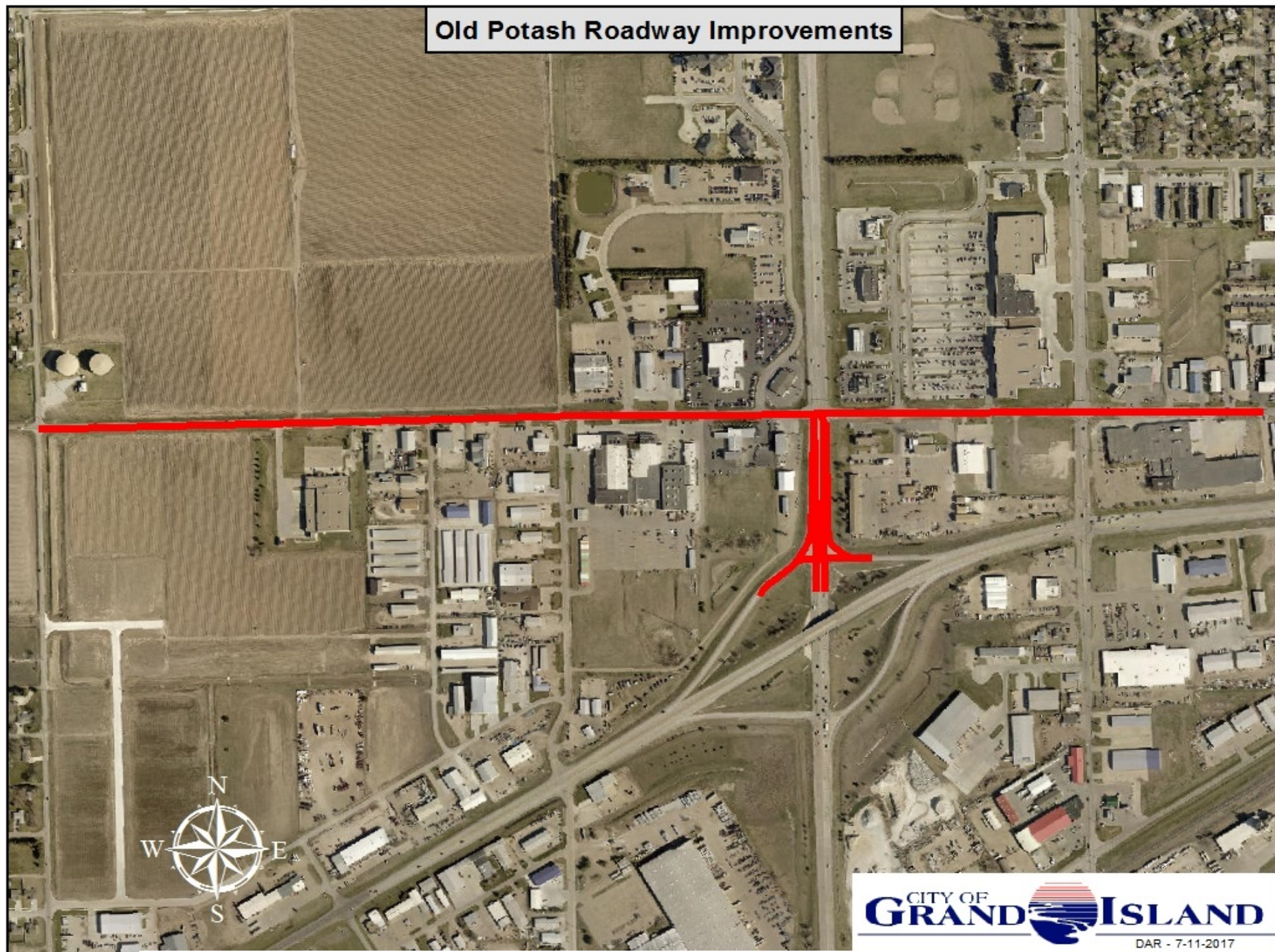
Old Potash; North Road to East of Webb Road

Master Plan

\$150,000

- The interaction between the various traffic features is complex, so that it is necessary to create a master plan for the corridor to ensure that the individual street and intersection projects will function together
- Anticipated projects include widening and reconfiguring Old Potash, signal and geometric improvements at each intersection, and probably improvements north and south of the project corridor

Old Potash Roadway Improvements



North Road & 13th Street

\$1,945,775

- Roadway reconfigured to a 3 lane curb and gutter section
- Creation of pedestrian routes - sidewalks
- Additional drainage along 13th Street between North Road and US Highway 281
- Intersection improvements at North Road & 13th Street

13th Street Roadway Improvements



Webb Road Paving Assessment (City share)

\$130,000

- The City portion of the Webb Road paving improvements under District No. 1260 were set at \$803,896.74
- Installments are set to be paid over the ten (10) year timeframe set by the Board of Equalization – 2018 is payment year three (3)

Northwest Flood Control Project

\$1,009,813

Drainage Project (CPNRD) - City/CPNRD cost sharing project for flood control improvements along the Prairie, Moores & Silver Creek watershed to alleviate flooding in the northwest area of Grand Island. Funding will be over a 14 year period, which began in FY 2005.

Moores Creek Drain Extension

\$1,041,200

- Extend drainage to the southwest and serve current areas as well as the proposed US Highway 30 realignment project
- Efforts being made to coordinate with NDOT to lower costs
- Money allocated this year will be used for initial design, soil investigation, and partial ROW acquisition
- Additional funds will be needed in FY 2019 & 2020

Moore's Creek Drain Extension



2018 Capital Improvement Projects Funded with Gas Tax Money

	2018 Budget
Capital Avenue; Webb Road to Broadwell Avenue	\$ 184,000
Stolley Park Road Restriping / Rehabilitation	\$ 285,400
Annual Curb Ramp Installation	\$ 104,800
Sycamore Street Underpass Rehabilitation	\$ 1,200,000
Old Potash; North Rd to E of Webb Road Master Plan	\$ 150,000
North Road & 13 th Street	\$ 1,945,775
Webb Road Paving Assessments (City share)	\$ 130,000

TOTAL \$ 3,999,975

2018 Capital Improvement Projects Funded by Other Revenue

	2018 Budget
Northwest Flood Control Project	\$ 1,009,813
Moores Creek Drain Extension	\$ 1,041,200
TOTAL	\$ 2,051,013

2018 Capital Improvement Budget Summary

	2018 Budget
Funded by Gas Tax Money (Streets)	\$ 3,999,975
Funded by Other Revenue (Drainage)	\$ 2,051,013
TOTAL CAPITAL REQUESTS	<u>\$ 6,050,988</u>

- *\$104,800 of capital dollars is mandated*
- *\$469,400 of capital dollars is funding Federal Aid projects*

2018 Potential Funding Sources

Balance Forward	\$ 1,147,000
State Gas Tax Fund	\$ 2,500,000
NDOR Buy Backs	\$ 937,841
<hr/>	
Total available funding	\$ 4,584,841
 Total 210 Fund Capital Projects	 \$ 3,999,975
 Remaining 210 Funds	 \$584,866

2018 Project Future Expenses

<i>Project</i>	<i>2019</i>	<i>2020</i>	<i>2021</i>	<i>2022</i>
Annual Curb Ramp Installation	\$ 165,000	\$ 165,000	\$ 165,000	\$ 165,000
Sycamore Street Underpass Rehabilitation	\$1,500,000			
Old Potash; North Rd to E of Webb Rd – Master Plan				
Webb Road Paving Assessments (City share)	\$ 130,000	\$ 130,000	\$ 130,000	\$ 130,000
Pavement Condition Survey	\$ 200,000			\$ 215,000
US Highway 281 Corridor Study – Diers to Webb	\$ 300,000			
Five Points Roundabout Safety Project			\$ 450,000	
US Highway 30 West Realignment (NDOR project)		\$ 1,500,000		
Construction of NW Flood Control Project	\$ 1,000,000			
Moores Creek Extension	\$ 1,400,000	\$ 500,000		
TOTALS	\$ 4,695,000	\$ 2,295,000	\$ 745,000	\$ 510,000

Solid Waste Division FY 2018 Budget



Landfill on Husker Hwy @
Hall / Buffalo County Line

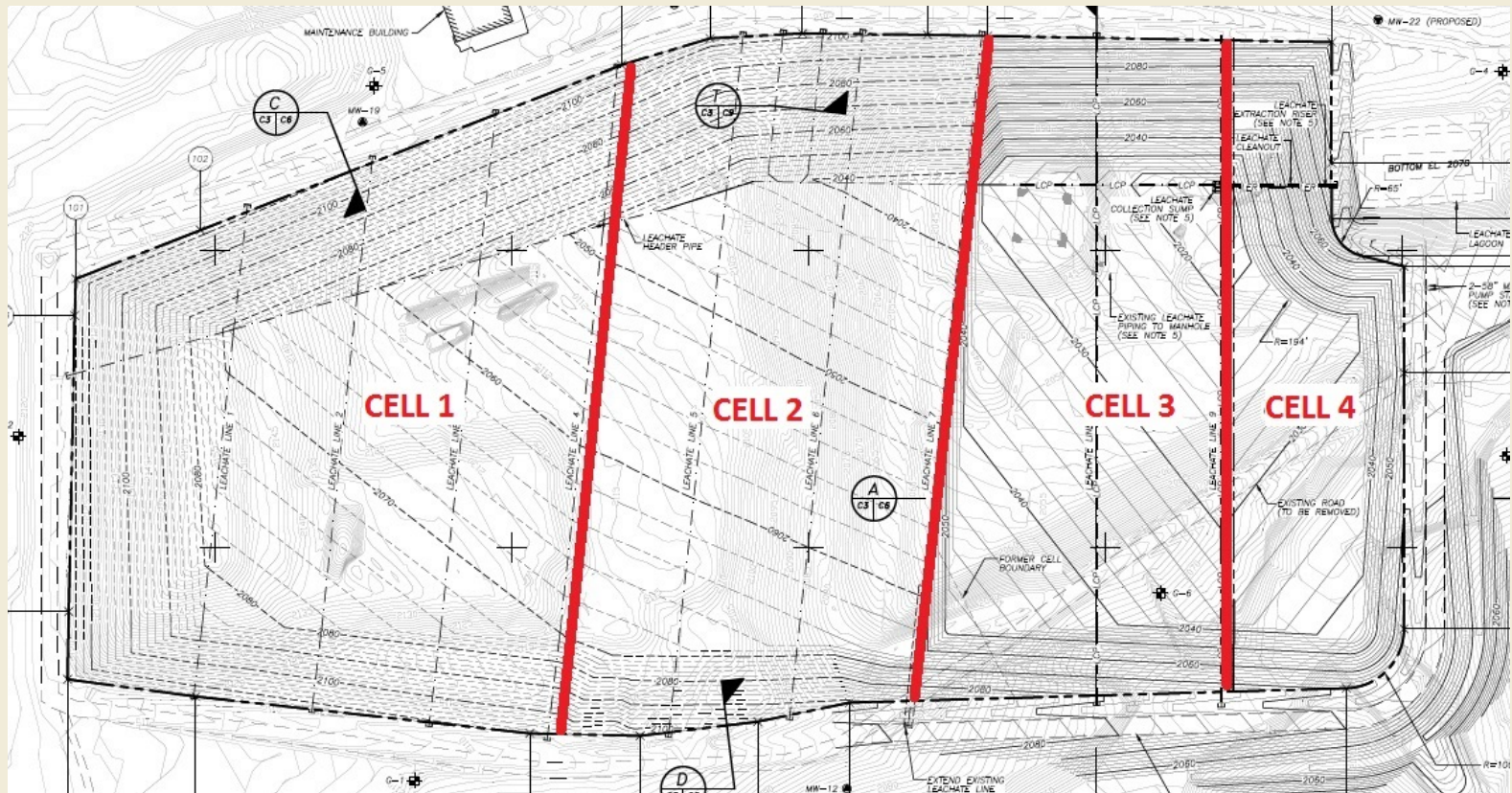


Enterprise Fund

- Receive no funding from General Fund
- All revenues generated from tipping fees
- One of the few Divisions with competition
- Serves residents and non-residents



Landfill Site Life



🌊 4-5 years life left in current area (Cells 1 & 2)

🌊 Approximately 30 years life left in total Phase 1 area

Notable Items From FY 2017

Continued routine capital replacement schedule

Transfer Station

- Concrete replacement

Landfill

- Additional perimeter
litter fencing

- New compactor

- Two new ground water
monitoring wells



Notable Items From FY 2017

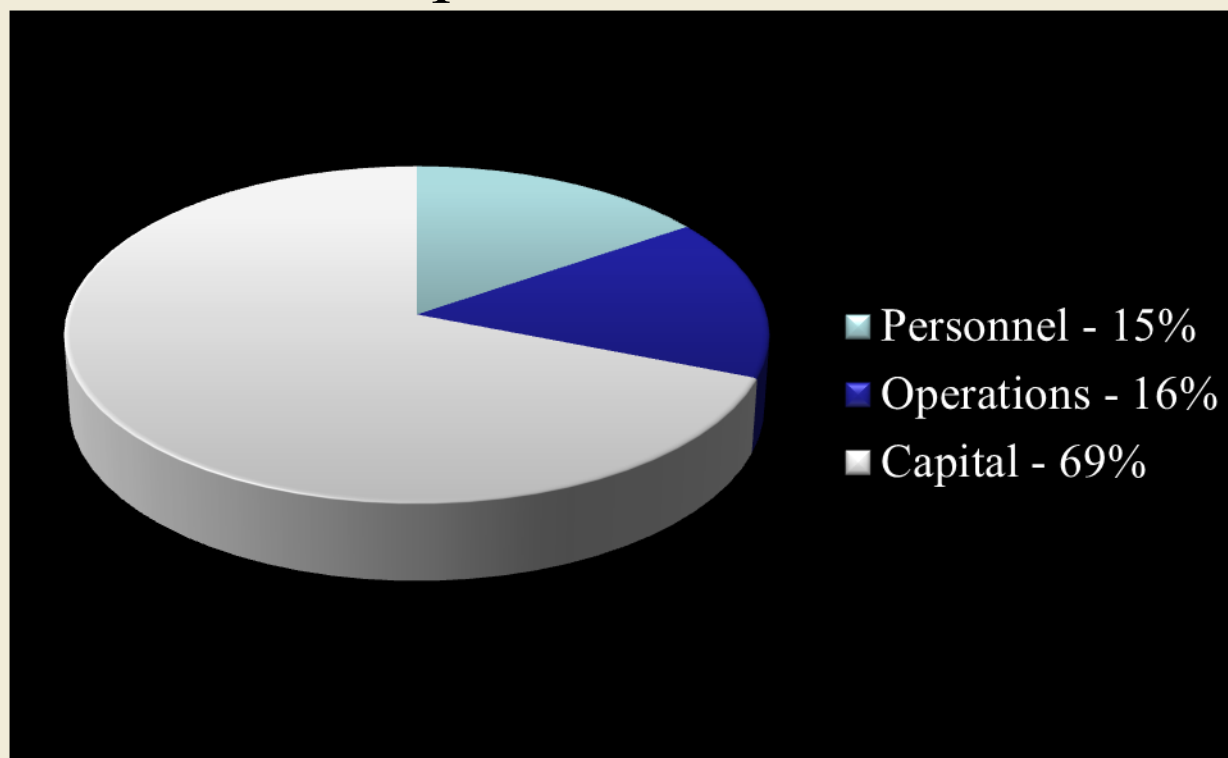
- Transfer station NDEQ Title 132 re-permitting completed
 - New operating permit expires August, 2027
- New Landfill NPDES permit received from the NDEQ
 - NPDES permit will expire December 2021

FY 2018 Budget



Personnel – \$1,055,234

Operations - \$1,061,825

Capital - \$4,716,000



FY 2018 Budget Capital Expenditures


-  New wheel loader (\$260,000), truck (\$110,000), and transfer trailer (\$85,000) at the transfer station
-  Cell 3 engineering and construction (\$4,000,000) will be paid from restricted cash reserves



Highlights of FY 2018 Budget

 No FTE changes

 4% rate increase proposed for FY 2018

 Two rate increases (FY 2014 & FY 2018) in past 13 years

Location	Transfer Station Rate Per Ton	Landfill Rate Per Ton
Grand Island	\$39.74 (uncompacted) \$31.98 (compacted)	\$33.43 (uncompacted) \$29.46 (compacted)
Columbus	\$65.00	
Norfolk	\$56.00	
Gering	\$67.32	
York		\$47.50
Holdrege		\$34.50
Hastings		\$38.00

Questions?



2018 Wastewater Budget



Accounting Changes

- Modified Chart of Accounts to reflect current Organizational Structure so the financial status of each unit can be determined more easily
- Created 2 restricted accounts: South Interceptor and Collection (\$3.2 M), and BNR (1M)










Budget Overview

	2017	2018	2019	2020	2021	2022
Beginning Cash	17,405,331	18,280,355	12,529,020	10,687,029	6,437,335	4,701,005
Revenue	16,090,170	18,599,654	15,379,319	14,790,096	13,062,000	13,162,000
Personnel Services	2,538,269	2,781,513	2,934,496	3,095,894	3,266,168	3,445,807
Operating Expense	3,469,098	4,399,757	4,311,757	4,441,110	4,574,343	4,711,573
Debt	3,250,880	5,066,613	5,045,738	5,024,691	5,007,819	4,888,870
Capital Expense	5,956,899	7,903,106	4,729,319	6,278,096	1,750,000	300,000
S Int Phase 1 & Collection/Restricted	-	3,200,000	100,000	100,000	100,000	100,000
Biological Nutrient Removal/Restricted	-	1,000,000	100,000	100,000	100,000	100,000
Transfers Out	-	-	-	-	-	-
Expenditure Total	15,215,146	24,350,989	17,221,310	19,039,790	14,798,330	13,546,250
Ending Cash	18,280,355	12,529,020	10,687,029	6,437,335	4,701,005	4,316,755




Capital Projects

	fy 2018	fy 2019	fy 2020	fy 2021	fy 2022	2018 - 2022 Total
Consulting Services - Nutrient Removal Study	\$ 75,000	\$ 75,000				\$ 150,000
WWTP Paving	\$ 35,000					\$ 35,000
Alternate Entrance to the Plant		\$ 20,000	\$ 300,000			\$ 320,000
Aeration System Blowers			\$ 1,000,000			\$ 1,000,000
Final Clarification Rehabilitation		\$ 400,000	\$ 400,000	\$ 400,000		\$ 1,200,000
Biological Treatment Improvements		\$ 100,000				\$ 100,000
Diffuser Replacement	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000		\$ 200,000
WAS Tank Blowers	\$ 250,000					\$ 250,000
AM-Depreciation Curves			\$ 100,000			\$ 100,000
Online Monitoring	\$ 200,000					\$ 200,000
Security Fencing	\$ 50,000	\$ 50,000				\$ 100,000
Building #2 Renovation	\$ 250,000	\$ 1,000,000	\$ 1,000,000			\$ 2,250,000
Equipment	\$ 325,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 525,000
Collection System Rehabilitation	\$ 750,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 1,750,000
Lift Station 6, San/Sto Conflicts, Inverted Siphon		\$ 361,547	\$ 3,128,096	\$ 1,000,000		\$ 4,489,643
Lift Station 11 Upgrade	\$ 1,000,000	\$ 1,000,000				\$ 2,000,000
Lift Station 14 Abandonment	\$ 106,767					\$ 106,767
Lift Station 20 Upgrade/Forcemain Rehab	\$ 1,759,978					\$ 1,759,978
Highway 30 Collection	\$ 1,568,589					\$ 1,568,589
Airport Sanitary Sewer Rehabilitation	\$ 1,372,772	\$ 1,372,772				\$ 2,745,544
GIS/GPS Flow and Manhole Survey	\$ 110,000					\$ 110,000
South Interceptor Phase 1 and Collection Rehab	\$ 3,200,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 3,600,000
Biological Nutrient Removal(BNR) Improvement	\$ 1,000,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 1,400,000
Total	\$ 12,103,106	\$ 4,929,319	\$ 6,478,096	\$ 1,950,000	\$ 500,000	\$ 25,960,521

CIP Summary

-  North Interceptor Phase II
-  Lift Station 14 Abandonment
-  Lift Station 20 Upgrade
-  Point Repairs/Manhole Replacements
-  Cured in Place Pipe
-  Highway 30 Expansion
-  Airport Rehabilitation
-  Biological Nutrient Removal (BNR) Analysis
-  Online Monitoring

Legend

-  Complete
-  In Progress
-  Proposed

North Interceptor Phase II (\$22,472,063)

- Completed ahead of schedule
- \$854,105 (3.8%) below Contracts



Lift Station #14 Abandonment (\$106,767)

Completion date – March
15, 2018



Lift Station #20 Upgrade (\$2,769,003)



- Accommodate increased flow from south and west
- Completion Date – March 18, 2018

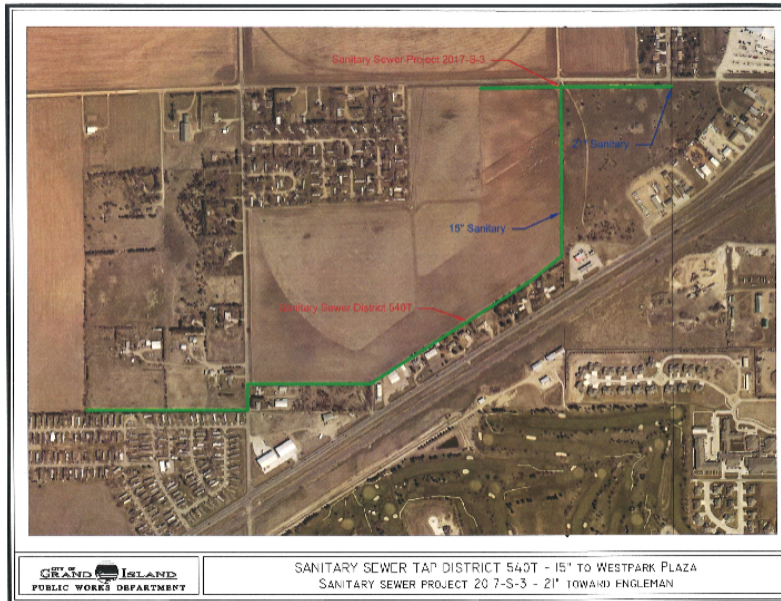
2017 Point Repairs and Manhole Replacements (\$304,380)

- 🇺🇸 Locust
- 🇺🇸 West Phoenix

2017 Cured in Place Pipe (\$700,000)

- 🇺🇸 Locust
- 🇺🇸 West Phoenix
- 🇺🇸 E 3rd Street & N. Oak Street
- 🇺🇸 W 22nd Street & N. Wheeler Ave.

Highway 30 Extension(\$1,378,589)



Construct sanitary
sewer in advance of
Highway 30 relocation
to avoid increased cost

Biological Nutrient Removal (BNR) Analysis (\$100,000)

- Effluent Ammonia Limits will be lower in 2020, but current facility should handle
- Biological Nutrient Removal (BNR) is expected by 2025
- WWTP changes for various BNR approaches will be reviewed and conceptual estimates developed

Online Monitoring (\$200,000)



- Prelude to Biological Nutrient Removal (BNR)
- Proactive Operations Management
- Accommodate more sophisticated processes
- Energy and/or Chemical Savings



Lift Station Status

LS No	Location	Comments
1	Parks Department	
2	Five Points	Abandonment Completed
4	McCain Foods	Replaced 2011
6	5th & Evans	Abandonment Scheduled 2020
7	Grant Street	Upgraded 2012
8	Senior High	Abandonment Completed
10	20th & Sycamore	Abandonment Completed
11	8th & Custer	Upgrade Scheduled in 2018
13	Blaine Addition	Abandonment Completed
14	Broadwell Park	Abandonment Completed
15	17th & Hancock Ave	Abandonment Completed
17	Auto America	
18	Fair Acres	
19	281 & Capital	Abandonment Completed
20	Precision Bearing	Upgrade In Progress
22	Helicopter	
23	Fairway Crossing	
24	Rainbow Lake	
25	Bosselman's Truck Stop	
26	Quality Inn	SID#2
27	Airport	Proposed

FY 2017 Wastewater Awards

- 🏆 NWEA Silver Safety Award (3rd Year in a Row)
- 🏆 NWEA Scott Wilber Outstanding Facility Award (3rd Year in a Row)
- 🏆 NWEA Scott Wilber Innovative Award
- 🏆 NWEA Scott Wilber Large Facility Best in Class
 - 🏆 Congratulatory Note from US Congressman Adrian Smith
- 🏆 ABC Excellence in Construction (Headworks Project) - Cornhusker Challenge (State Competition)
 - 🏆 Under consideration in the National Competition
- 🏆 Certificate of (DMR-QA) Recognition (4th Year in a Row)

Council Agenda Memo

From: Chad Nabity, AICP, Director

Meeting: August 8, 2017

Subject: Community Redevelopment Authority 2017-2018
Annual Budget

Presenter(s): Chad Nabity

It is my privilege to present to you the budget for the Community Redevelopment Authority (CRA) for 2017-2018. This plan and budget continues the high-quality services that have enabled the CRA to partner with the City of Grand Island, private developers and businesses and with property owners in the blighted and substandard areas to make Grand Island vibrant, clean, safe and attractive.

The CRA budget for 2017-2018 is offered to you with a review of the responsibilities of the CRA. Those responsibilities and abilities are outlined in State Statutes and are summarized, in part, as follows:

The creation of a Redevelopment Authority was authorized by the Nebraska Legislature in order to provide communities with the ability to address certain areas of a city in need of improvement and development. Powers granted to CRAs are outlined in Chapter 18 of the Statutes and include the ability to expend funds to acquire substandard or blighted areas, make public improvements, and assist with development and redevelopment projects in specified areas. The Authority has virtually the same powers as any political subdivision, including borrowing money, issuing bonds, undertaking surveys and appraisals and asking for a levy of taxes.

A five-member board, appointed by the Mayor with the approval of the City Council, governs the CRA. The CRA is administered by a Director and devotes the overwhelming share of its resources to highly visible and effective programs. The CRA funds its programs primarily through assessments on taxable properties within the Grand Island city limits.

BLIGHTED AND SUBSTANDARD AREAS

There are 21 designated Blighted and Substandard Areas within the Grand Island City Limits (see attached map) and 3 additional areas that encompass the entirety of the Cornhusker Army Ammunition Plant. The City of Grand Island has the authority to designate up to 35% of the community as blighted and substandard, the CAAP designations are not counted against the 35%. At present 19.99% of the City has been

designated blighted and substandard. Council has approved six blight studies during the last year for the following areas.

Area Number	General Location
20	Property at CAAP at Alda Road and Old Potash Highway
21	North of Seedling Mile and east of Stuhr Road
22	Property at CAAP between Old Potash Highway and 13 th Street east of 90 th Road
23	Vine and Memorial Drive (Microblight)
24	East of Huston north of Faidley (Microblight)
25	The balance of the CAAP property between Airport Road and Husker Highway and 60 th Road and Shauppsville Road.

The CRA does have a study completed that includes the Veteran's Home and surrounding area that has not been submitted to Council for approval. The study was completed and presented to the CRA in October of 2014.

Actions by the CRA are limited to those areas that have been declared blighted and substandard by the Grand Island City Council.

CRA MISSION

The CRA is charged with taking action in specified areas of the community to assist in the prevention and to inhibit physical deterioration (blighted and substandard conditions) thereby enhancing property values and creating incentives for private investment. They do this by encouraging new investment and improved infrastructure in older areas of the community through the use of tax increment financing and investing other tax dollars into approved redevelopment projects or grant programs. They also take an active role in purchasing and demolishing properties that need to be cleared. This property is then made available for redevelopment.

FISCAL RESOURCES

General Revenues for 2017-2018

The CRA is requesting property tax revenues of \$757,664 including \$198,050 for Lincoln Pool Construction and Bonds and \$559,614 for all other CRA programs. The CRA is requesting the same levy that was approved last year. This will allow the CRA to meet obligations, continue with their successful programs. The levies and tax asking have been:

2016- 2017	2015- 2016	2014- 2015	2013- 2014	2012- 2013	2011- 2012	2010- 2011	2009- 2010
0.026	0.026	0.026	0.026	0.026	0.026	0.017742	\$0.018076
\$746,691	\$732,050	\$691,245	\$669,384	\$654,437	\$639,405	\$425,000	\$425,000

Program Funding

The CRA has the ability to assist private developers and governmental entities with the commercial, residential or mixed-use redevelopment projects throughout the City. Specific detail on projects is as follows:

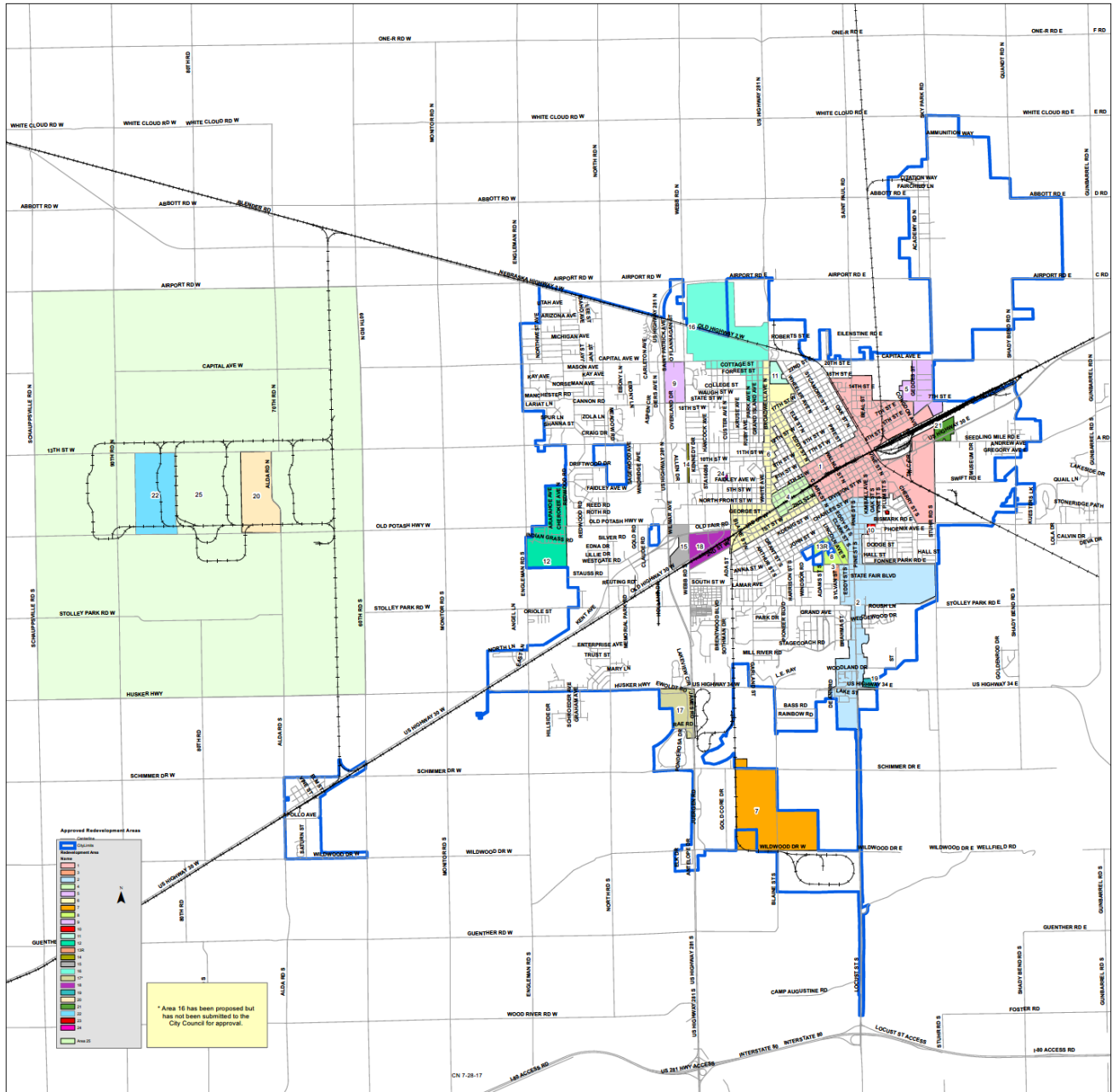
- **Purchase of Dilapidated Properties/Infrastructure.** The 2017-2018 budget includes \$200,000 for the acquisition of substandard properties in the blighted and substandard areas and for the provision of infrastructure. The Authority will consider any property within the designated areas.
- **Facade Development.** For the façade development program \$350,000 has been budgeted, including grants and interest buy down; these projects are unidentified at this time. This program has been used extensively in the Railside part of Redevelopment Area #1 but has also been used in Areas #2 and #6. It is only available in those areas that have a generalized redevelopment plan including commercial façade development. There are currently pending applications for more than \$350,000 of façade improvement assistance.
- **Life Safety and Infrastructure Grants.** This is a program to encourage upper-story residential development in Downtown Grand Island. The CRA has budgeted \$200,000 in this line item, but is also showing revenue of \$100,000 from the City of Grand Island General Fund. It is anticipated that this program would be a multi-year program to encourage the development of 50 additional residential units over the course of a 5-year period. The redevelopment plan for this program was approved by Council in February of 2015. The CRA received two new requests for upper-story residential assistance and modified the request for the Hedde building during the last year. The first payment of \$20,000 was made for the apartment in the Williamson's building. We are anticipating making the payments for the apartments in the Federation Labor Temple building before the end of the fiscal year in the amount of \$175,000. The CRA has committed funding \$425,000 over the past three years to 27 upper-story residential units and an additional \$65,000 from the other projects fund for four garden-level units. We expect to have paid out \$195,000 of the \$490,000 committed by the end of this fiscal year. A total of 31 downtown housing units have been funded.
- **Other Projects.** In the blighted and substandard areas, \$150,000 has been reserved for other projects. Council has indicated an interest in additional study into the effectiveness and overall impact of Tax Increment Financing projects in Grand Island. Money from this line item could be allocated toward that project and analysis.

This funding can be assigned to specific projects including, but not limited to, infrastructure improvements in the blighted and substandard areas that would support larger redevelopment plans. The CRA has used this funding item in the past to fund additional façade improvement projects and to make grants to fund specific projects for: the Business Improvement Districts, the Grand Island Parks Department, Fonner Park, The Central Nebraska Humane Society, St. Stephens, Habitat for Humanity and other community groups for specific projects that meet the mission of the CRA.

CONCLUSION

This budget provides for measured funding of redevelopment efforts during the 2017-2018 fiscal year. The investments this community has made in housing, redevelopment efforts, infrastructure and economic development bode well for the future of the community. This budget is reflective of the commitments the CRA has made and will enable them to pay off existing commitments and maintain a cash balance to guarantee payment of future commitments.

The CRA will also continue to examine the community to identify areas that might benefit from a Blighted and Substandard declaration and to review and recommend approval of redevelopment plan amendments for tax increment financing projects on both large and small scale developments. All of the tools used by the CRA are necessary for them to accomplish their mission **to assist in the prevention and to inhibit physical deterioration (blighted and substandard conditions) thereby enhancing property values and creating incentives for private investment.**



**COMMUNITY REDEVELOPMENT AUTHORITY
2018 BUDGET**

	2017 BUDGET	2016-2017 YE Projected	2018 BUDGET
CONSOLIDATED			
Beginning Cash		1,249,922	1,092,980
REVENUE:			
Property Taxes - CRA	566,972	548,641	559,614
Property Taxes - Lincoln Pool	198,050	198,050	198,050
Property Taxes - TIF's	1,809,856	937,181	1,827,558
Loan Income (Poplar Street Water Line)	8,000	10,500	10,500
Interest Income - CRA	300	21	300
Interest Income - TIF'S	23,720	23,316	23,316
Land Sales	250,000	-	-
Other Revenue - CRA	130,000	5,286	130,000
Other Revenue - TIF's	-	10,082	-
TOTAL REVENUE	2,986,898	1,733,077	2,749,338
TOTAL RESOURCES	2,986,898	2,982,999	3,842,318
EXPENSES			
Auditing & Accounting	5,000	4,475	5,000
Legal Services	3,000	613	3,000
Consulting Services	5,000	5,000	5,000
Contract Services	75,000	51,208	75,000
Printing & Binding	1,000	-	1,000
Other Professional Services	16,000	7,953	16,000
General Liability Insurance	250	-	250
Postage	200	59	200
Life Safety	265,000	-	200,000
Legal Notices	500	16	500
Travel & Training	1,000	200	1,000
Other Expenditures	-	-	-
Office Supplies	1,000	172	1,000
Supplies	300	-	300
Land	50,000	-	200,000
Bond Principal - Lincoln Pool	175,000	175,000	175,000
Bond Interest	20,863	21,338	20,863
Façade Improvement	200,000	-	350,000
Building Improvement	835,148	667,748	554,732
Other Projects	50,000	-	150,000
Bond Principal-TIF's	1,815,774	938,774	1,859,558
Bond Interest-TIF's	17,463	17,463	23,316
Interest Expense	-	-	-
TOTAL EXPENSES	3,537,498	1,890,019	3,641,719
INCREASE(DECREASE) IN CASH	(550,600)	(156,942)	(892,381)
ENDING CASH	(550,600)	1,092,980	200,599