
City of Grand Island



Tuesday, August 22, 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 Bill Rowland, Beacon of Hope Church, 2525 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 22, 2017

Council Session

Item C-1

Recognition of Patricia Buettner, Parks and Recreation Administrative Assistant for 35 Years of Service with the City of Grand Island

The Mayor and City Council will recognize Parks & Recreation Administrative Assistant Patricia Buettner for 35 years of service with the City of Grand. Ms. Buettner was hired as a Clerk III in the Parks Department on August 9, 1982, was promoted to Assistant Recreation Director on July 25, 1985, moved to Recreation Assistant on February 1, 1988, to Recreation Programs Coordinator on April 1, 1992, to Administrative Secretary on August 2, 1993, to Parks & Recreation Secretary on November 11, 1996, and to her current position of Administrative Assistant on October 6, 2014. We congratulate Ms. Buettner on her dedicated service to the City of Grand Island for the past 35years.

Staff Contact: Mayor Jeremy Jensen

Thirty-five Year Service Award

WE HEREBY EXPRESS OUR SINCERE APPRECIATION TO

PATRICIA BUETTNER

For your Loyalty, Diligence, and Dedicated Service During Your Tenure With



Todd McLean

Department Director

Janet Johnson

Mayor

7/12/2017

Date

7/12/17

Date



City of Grand Island

Tuesday, August 22, 2017

Council Session

Item D-1

**#2017-BE-4 - Consideration of Determining Benefits and Levy
Special Assessments for Sterling Estates Fourth Subdivision –
Ebony Lane; Paving District No. 1262**

Council action will take place under Ordinances item F-2.

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

Council Agenda Memo

From: Keith Kurz PE, Assistant Public Works Director

Meeting: August 22, 2017

Subject: Consideration of Determining Benefits and Levy Special Assessments for Sterling Estates Fourth Subdivision – Ebony Lane; Paving District No. 1262

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

Background

The Certificate of Final Completion for Sterling Estates Fourth Subdivision – Ebony Lane; Paving District No. 1262 was approved by City Council on July 11, 2017, via Resolution No. 2017-199; with August 22, 2017 set as the date for Council to sit as the Board of Equalization. The Diamond Engineering Company of Grand Island, Nebraska was hired to perform such work in the amount of \$172,967.00. Work was completed at a price of \$173,597.00; with additional costs of \$12,827.73, all detailed below.

Original Bid	\$ 172,967.00
Overruns	\$ 630.00
Sub Total (Construction Price) =	\$ 173,597.00
Additional Costs:	
Public Works Engineering Division – Project Administration	\$ 5,207.91
Olsson Associates – Survey & Construction Observation	\$ 7,500.00
The Grand Island Independent – Advertising	\$ 119.82
Sub Total of Additional Costs =	\$ 12,827.73
TOTAL COST =	\$ 186,424.73

Total project costs equate to \$186,424.73, all of which is assessable to property owners within this district.

All work has been completed and special assessments have been calculated for the improvements.

Nebraska Revised Statute Section 16-622 states, "The cost of making such improvements of the streets and alleys within any street improvement district shall be assessed upon the lots and lands in such district specially benefited thereby in proportion to such benefits."

- Paving Assessment Districts are either petitioned by property owner(s) or ordered via an Ordinance by City Council
- Although each district must be reviewed individually, the same basic principles are generally used in each case. The assessable area, or district boundary, is usually established by including all property which extends back from the improved street half way to the next parallel street. 300 feet as the maximum limit for this distance.
- Improvements due to street widths over 37 feet for residential streets and 41 feet commercial streets are not assessed to property owners
- Replacement costs for existing paving are not included in assessment costs

Nebraska Revised Statute Section 16-633 states, "If, in any city of the first class, there shall be any real estate belonging to any county, school district, city, municipal or other quasi-municipal corporation abutting upon the street, avenue or alley whereon paving or other special improvements have been ordered, it shall be the duty of the county board, board of education or other proper officers to pay such special taxes".

Discussion

The costs for this project will be assessed to the adjacent property. The payments are spread over ten (10) years at 7% simple interest. The first payment of principle only at 1/10th of the assessment is due 10 days after filing of the ordinance that levies the costs as approved at the Board of Equalization. The City has had multiple correspondences with the property owners and sent a reminder letter advising them that the BOE is scheduled for August 11, 2015 and the first payment will be due shortly after.

The final assessment for each lot is listed in both the Resolution and Ordinance for this item.

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 meet as the Board of Equalization to determine benefits and pass an ordinance to levy Special Assessments to the individual properties.

Sample Motion

(Sample Motion for the Board of Equalization)

Move to approve the resolution establishing benefits for Sterling Estates Fourth Subdivision – Ebony Lane; Paving District No. 1262.

(Sample Motion for the Ordinance)

Move to approve the ordinance levying the assessments for Sterling Estates Fourth Subdivision – Ebony Lane; Paving District No. 1262.

STATE OF NEBRASKA)
) ss
COUNTY OF HALL)

AFFIDAVIT OF MAILING

RaNae Edwards, City Clerk, being first duly sworn on oath, deposes and says that she is the duly appointed and acting City Clerk of the City of Grand Island, Nebraska, and that on August 9, 2017; she mailed copies of the "Notice of Board of Equalization Hearing – Sterling Estates Fourth Subdivision – Ebony Lane; Paving District No. 1262", which notice was first published in the Grand Island Independent on August 8, 2017, to the following named parties:

Niedfelt Property Management Preferred, LLC
c/o Platte Valley Construction Co.
1028 S Adams Street
Grand Island, NE 68801

JMH Development, LLC
4665 W Capital Avenue
Grand Island, NE 68803

Such communications were properly posted and deposited in the United States mail.

Those names shown with an asterisk were mailed copies by certified mail, return receipt requested, being owners of property within the district whose addresses were shown on the tax rolls of Hall County at the time said Notice was first published as being outside the boundaries of Hall County.

Affiant further states that she, and her attorney, after diligent investigation and inquiry, were unable to ascertain and does not know the post office address of any other party appearing to have a direct legal interest in the proceedings other than the above parties to whom notice has been mailed.

DATED: August 9, 2017



RaNae Edwards, City Clerk

Subscribed and sworn to before me this 9th date August, 2017.





Notary Public

NOTICE OF BOARD OF EQUALIZATION HEARING

[Save](#)[Share](#)

Details for NOTICE OF BOARD OF EQUALIZATION HEARING

6 hrs ago

NOTICE OF BOARD OF EQUALIZATION HEARING Sterling Estates Fourth Subdivision - Ebony Lane; Paving District No. 1262 NOTICE is hereby given to all persons owning real estate within the Sterling Estates Fourth Subdivision - Ebony Lane; Paving District No. 1262 in the City of Grand Island, Hall County, Nebraska, and to all persons interested, that the City Council of said City will sit as a Board of Equalization at the City Council Chambers on August 22, 2017 at 7:00 p.m., to determine benefits accruing to the respective lots, tracts, and parcels of land in said district to pay the cost of such paving district. All owners of real estate within said paving district, and all persons interested, will take notice of the time and place of the sitting of the Board of Equalization, at which time any person or persons may appear and show cause, if any there be, why assessments should not be made. By order of the City Council, Grand Island, Nebraska. RaNae Edwards, City Clerk 8-15-22

Categories [Legal](#)

NOTICE OF BOARD OF EQUALIZATION HEARING

Sterling Estates Fourth Subdivision – Ebony Lane;
Paving District No. 1262

NOTICE is hereby given to all persons owning real estate within the Sterling Estates Fourth Subdivision – Ebony Lane; Paving District No. 1262 in the City of Grand Island, Hall County, Nebraska, and to all persons interested, that the City Council of said City will sit as a Board of Equalization at the City Council Chambers on August 22, 2017 at 7:00 p.m., to determine benefits accruing to the respective lots, tracts, and parcels of land in said district to pay the cost of such paving district. All owners of real estate within said paving district, and all persons interested, will take notice of the time and place of the sitting of the Board of Equalization, at which time any person or persons may appear and show cause, if any there be, why assessments should not be made.

By order of the City Council, Grand Island, Nebraska.

RaNae Edwards, City Clerk

Publication Dates:

August 8, 2017

August 15, 2017

August 22, 2017

DRAFT

This Space Reserved for Register of Deeds

ORDINANCE NO. _____

An ordinance assessing and levying a special tax to pay the cost of Sterling Estates Fourth Subdivision – Ebony Lane; Paving District No. 1262 of the City of Grand Island, Nebraska; providing for the collection of such special tax; repealing any provisions of the Grand Island City Code, ordinances, and 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. There is hereby assessed upon the following described lots, tracts and parcels of land specially benefited, for the purpose of paying the cost of Sterling Estates Fourth Subdivision – Ebony Lane; Paving District No. 1262, as adjudged by the Mayor and Council of the City, to the extent of benefits thereto by reason of such improvement, after due notice having been given thereof as provided by law; and a special tax for such cost of construction is hereby levied at one time upon such lots, tracts and land as follows:

Parcel No.	Owner	Legal Description	Assessment by Frontage
400149902	NIEDFELT PROPERTY MANAGEMENT PREFERRED, LLC	LOT 1, BLOCK 1, STERLING ESTATES FOURTH SUBDIVISION	\$ 19,847.65
400149903	NIEDFELT PROPERTY MANAGEMENT PREFERRED, LLC	LOT 2, BLOCK 1, STERLING ESTATES FOURTH SUBDIVISION	\$ 20,840.03
400149904	JMH DEVELOPMENT, LLC	LOT 3, BLOCK 1, STERLING ESTATES FOURTH SUBDIVISION	\$ 21,320.35
400495615	CITY OF GRAND ISLAND	OUTLOT A, STERLING ESTATES FOURTH SUBDIVISION	\$ 124,416.70
			\$ 186,424.73

SECTION 2. The special tax shall become delinquent as follows: One-tenth of the total amount shall become delinquent in ten days; one-tenth in one year; one-tenth in two

Approved as to Form ☐ _____
August 9, 2017 ☐ City Attorney

DRAFT

years; one-tenth in three years; one-tenth in four years; one-tenth in five years; one-tenth in six years; one-tenth in seven years; one-tenth in eight years; one-tenth in nine years respectively, after the date of such levy; provided, however, the entire amount so assessed and levied against any lot, tract or parcel of land may be paid within ten days from the date of this levy without interest, and the lien of special tax thereby satisfied and released. Each of said installments, except the first, shall draw interest at the rate of not exceeding seven percent (7.0%) per annum from the time of such levy until they shall become delinquent. After the same become delinquent, interest at the rate of three-fourths of one percent per month shall be paid thereon as in the case of other special taxes, until the same is collected and paid.

SECTION 3. The treasurer of the City of Grand Island, Nebraska is hereby directed to collect the amount of said taxes herein set forth as provided by law.

SECTION 5. Any provision of the Grand Island City Code and any provision of any ordinance, or part of ordinance, in conflict herewith is hereby repealed.

SECTION 6. 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 22, 2017

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

RESOLUTION 2017

DRAFT

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, sitting as a Board of Equalization for Sterling Estates Fourth Subdivision – Ebony Lane; Paving District No. 1262, after due notice having been given thereof, that we find and adjudge:

That total project cost is \$186,424.73, with benefits accruing to the real estate in such district to be the total sum of \$186,424.73; and

Such benefits are based on Sterling Estates Fourth Subdivision – Ebony Lane; Paving District No. 1262 at the adjacent property; and

According to the actual cost of Sterling Estates Fourth Subdivision – Ebony Lane; Paving District No. 1262 adjacent to the respective lots, tracts, and real estate within such paving district area, such benefits are the sums set opposite the description as follows:

Parcel No.	Owner	Legal Description	Assessment by Frontage
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400149904	JMH DEVELOPMENT, LLC	LOT 3, BLOCK 1, STERLING ESTATES FOURTH SUBDIVISION	\$ 21,320.35
400495615	CITY OF GRAND ISLAND	OUTLOT A, STERLING ESTATES FOURTH SUBDIVISION	\$ 124,416.70
			\$ 186,424.73

Adopted by the City Council of the City of Grand Island, Nebraska, August 22, 2017.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form ☐ _____
August 9, 2017 ☐ City Attorney

R E S O L U T I O N 2017-BE-4

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, sitting as a Board of Equalization for Sterling Estates Fourth Subdivision – Ebony Lane; Paving District No. 1262, after due notice having been given thereof, that we find and adjudge:

That total project cost is \$186,424.73, with benefits accruing to the real estate in such district to be the total sum of \$186,424.73; and

Such benefits are based on Sterling Estates Fourth Subdivision – Ebony Lane; Paving District No. 1262 at the adjacent property; and

According to the actual cost of Sterling Estates Fourth Subdivision – Ebony Lane; Paving District No. 1262 adjacent to the respective lots, tracts, and real estate within such paving district area, such benefits are the sums set opposite the description as follows:

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400495615	CITY OF GRAND ISLAND	OUTLOT A, STERLING ESTATES FOURTH SUBDIVISION	\$ 124,416.70
			\$ 186,424.73

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Adopted by the City Council of the City of Grand Island, Nebraska, August 22, 2017.

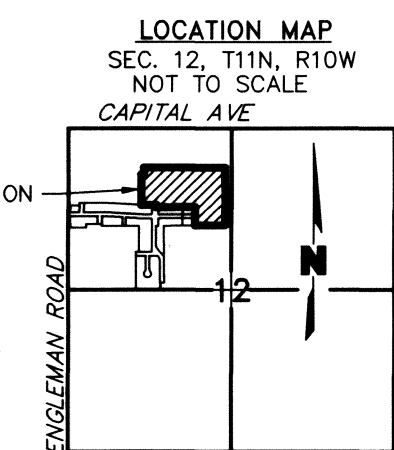
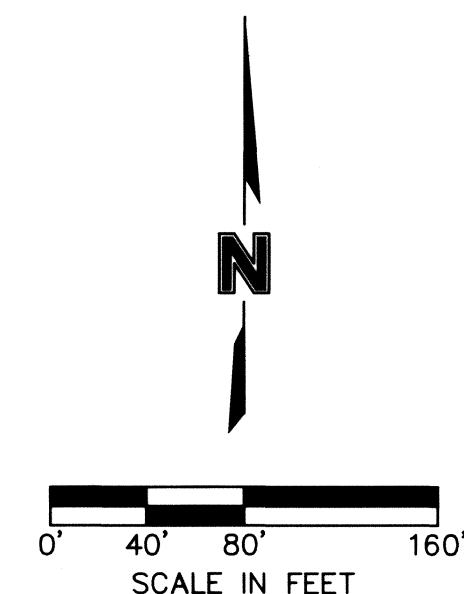
Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
August 18, 2017	☐ City Attorney

DWG: F:\projects\014-1966_SRVY\Final_Plat\Final Plat\Sterling Estates 4th Sub_rev4.dwg
DATE: Apr 20, 2015 3:07pm XREFS: 014-1966_ROW USER: lwheeler



- LEGEND**
- SET CORNER (5/8"x24" REBAR W/CAP)
○ FOUND CORNER (5/8" REBAR W/CAP)
— SECTION LINE
— EXISTING PROPERTY LINE
— PROPOSED PROPERTY LINE
— EXISTING EASEMENT LINE
— EASEMENT LINE TO BE DEDICATED WITH THIS PLAT
MEASURED DISTANCE
RECORDED DISTANCE STERLING ESTATES SUB.
RECORDED DISTANCE STERLING ESTATES THIRD SUB.
RECORDED DISTANCE AUTUMN PARK SUB.
RECORDED DISTANCE DOC. NO. 0200905078



City of Grand Island

Tuesday, August 22, 2017

Council Session

Item E-1

Public Hearing on Request to Rezone 1104 and 1120 East Bismark Road from R-2 – Low Density Residential to B-2 – General Business (William & Kristine Carey)

Council action will take place under Ordinances item F-1.

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission

Meeting: August 22, 2017

Subject: Rezone from R-2 Low Density Residential to B-2 General Business

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

Background

The request is to rezone approximately 10.24 acres of land north of Bismark Avenue and west of Stuhr Road. This property contains two single family residences adjacent to the Super Bowl and East Park on Stuhr/Cherry Park Apartments. The property is located in the City of Grand Island. The applicant is asking that the zoning on this property be changed from R-2-Low Density Residential Zone to B-2 General Business. The owner of the easterly piece is proposing to use the northerly portion of this property for his mowing and landscaping business. The adjoining property owner is supportive of the application and providing for commercial uses between Cherry Street and Stuhr Road.

Discussion

At the regular meeting of the Regional Planning Commission, held August 2, 2017, the above item was considered following a public hearing.

O'Neill opened the public hearing.

Zach Butz, 308 N. Locust, spoke in favor of the rezoning. Butz is an attorney representing Carey and Carey's business, Lawnscape. Butz said the business is a long-term business that Carey wants to pass on to his children. The business has 15 employees. There is very little foot traffic into the business site. Most client contact is held over the phone. There are no deliveries from semi trucks. No mulch will be stored on the site. Butz said a metal building and white rock parking is the primary change that will occur. There will be no noise issues and the business runs at normal daytime hours.

Bill Carey, 1120 E. Bismark, spoke in favor of the rezoning. Carey said no grass clippings and no wood chips will be stored on this site.

O'Neill closed the public hearing.

A motion was made by Robb and seconded by Randone to approve the rezoning based on the fact that it is in compliance with the comprehensive plan of the City of Grand Island.

The motion carried with seven members in favor (Allan, O'Neill, Ruge, Maurer, Robb, Rainforth and Randone) and no members voting no or abstaining.

The memo sent to the planning commission with staff recommendation is attached for review by Council.

Alternatives

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

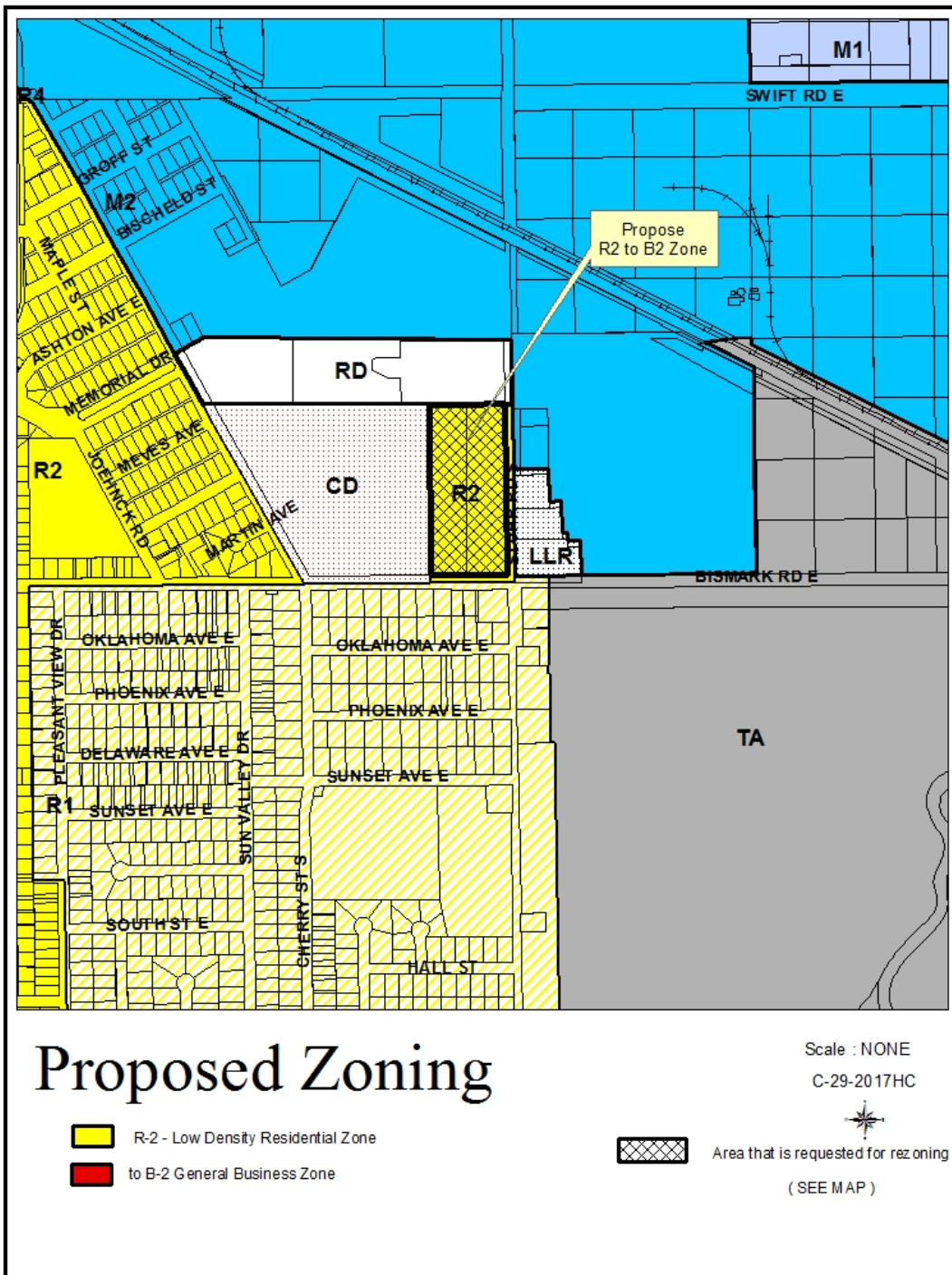
1. Approve the rezoning request as presented
2. Modify the rezoning request to meet the wishes of the Council
3. Postpone the issue

Recommendation

City Administration recommends that the Council approve the proposed changes as recommended.

Sample Motion

Move to approve the ordinance and development plan as presented.



Agenda Item # 5

PLANNING DIRECTOR RECOMMENDATION TO REGIONAL PLANNING COMMISSION:

July 19, 2017

SUBJECT: *Zoning Change (C-29-2017GI)*

PROPOSAL: This application includes approximately 10.24 acres of land north of Bismark Avenue and west of Stuhr Road. This is the property containing two single family residences adjacent to the Super Bowl and East Park on Stuhr/Cherry Park Apartments The property is located in the City of Grand Island.

The applicant is asking that the zoning on this property be changed from R-2-Low Density Residential Zone to B-2 General Business. The owner of the easterly piece is proposing to use the northerly portion of this property for his mowing and landscaping business. The adjoining property owner is supportive of the application and providing for commercial uses between Cherry Street and Stuhr Road.

OVERVIEW:

Site Analysis

Current zoning designation:

R-2-Low Density Residential Zone.

Intent of zoning district

R-2 To provide for residential neighborhoods at a maximum density of seven dwelling units per acre with supporting community facilities.

Existing land uses.

Single Family Residential along Bismark with vacant property to the north.

Proposed Zoning Designation

B-2 General Business

Intent of Zoning District

B-2 The intent of this zoning district is to provide for the service, retail and wholesale needs of the general community. This zoning district will contain uses that have users and traffic from all areas of the community and trade areas, and therefore will have close proximity to the major traffic corridors of the city. Residential uses are permitted at the density of the (R-4) High Density Residential Zoning District.

Comprehensive Plan Designation:

The back portion of this property is designated for General Commercial uses.

Adjacent Properties Analysis

Current zoning designations:

East: M-2 Heavy Manufacturing Zone, **LLR-** Large Lot Residential Zone

South: R1-Suburban Density Residential Zone,

North: RD-Residential Development Zone
West: CD-Commercial Development Zone

Intent of zoning district

M-2 The intent of this zoning district is to provide for the greatest amount of manufacturing, warehousing, wholesaling and business uses. Conditional use permits are required for those uses with more significant health and safety concerns.

LLR To provide for a transition from rural to urban uses, and is generally located on the fringe of the urban area. This zoning district permits residential dwellings at a maximum density of two dwelling units per acre, as well as other open space and recreational activities.

R-1 To provide for residential neighborhoods at a maximum density of four to five dwelling units per acre with supporting community facilities.

RD The intent of this zoning district is to permit a more flexible regulation of land use, and so as to more fully implement comprehensive planning for large parcels of land proposed predominantly for residential use.

CD The intent of this zoning district is to permit a more flexible regulation of land use so as to more fully implement comprehensive planning for large parcels of land proposed for commercial use.

Comprehensive Plan Designation:

North: General Commercial and Public Uses.

East: General Commercial, Manufacturing and Medium Density Residential to Office Uses

West: Parks and Recreation Uses

South: Low to Medium Density Residential Uses

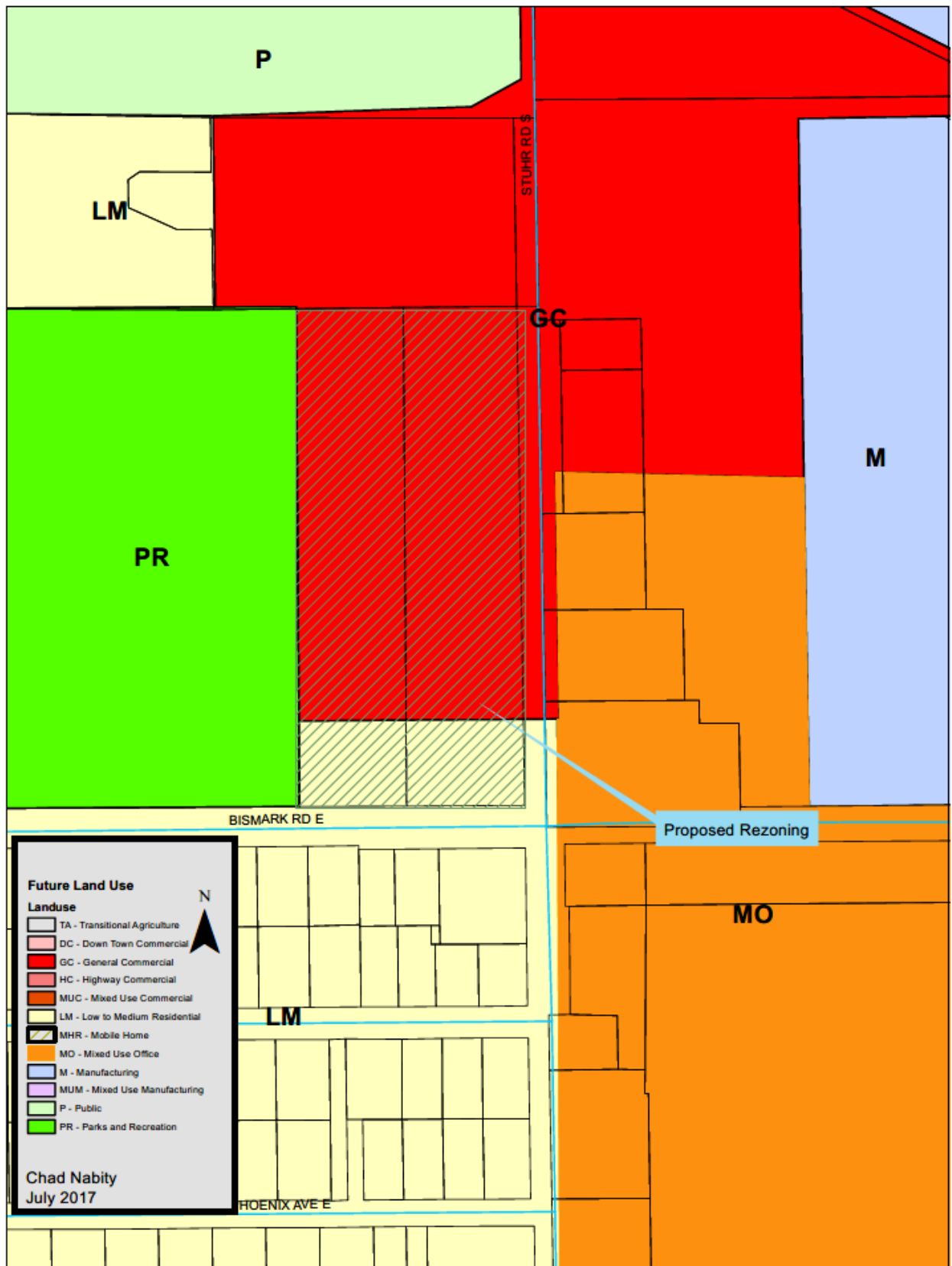
Existing land uses:

East: Single Family Residential, Semi-Trailer Parking and Cell Tower

North: Apartments and Power Plant

West: Super Bowl Fun Center

South: Single Family Residential



Future Land Use Map from Grand Island Comprehensive Plan

Future Land Use Map Descriptions and Policies

MO - Medium Residential to Office

This land use area is intended to provide for a mixture of single-family housing units with multi-family housing alternatives such as townhouse, condo or apartment buildings - residential densities of more than 15 dwelling units per acre. In addition to residential uses in the MO, limited commercial in the form of offices is also allowed. This area has a higher density of dwellings per acre as compared to the LM land use district.

The MO district will tend to bring more vehicles, potentially wider streets and faster traffic, and more opportunity for a diversity of uses. Therefore, a development must be effectively sited, landscaped, and buffered, as well as having adequate provisions for open space. Architectural features will also be a key element in blending the mix of residential densities and limited office uses. The Medium Density Residential/Office Area is appropriate for smaller scale mixed residential/office use development where a variety of densities can be accomplished.

LM - LOW TO MEDIUM RESIDENTIAL

The Low to Medium Residential land use would encompass residential uses with a density up to 15 dwelling units per acre. City services such as water and sewer should be provided in areas where densities with one dwelling unit per acre.

This land use area is intended to allow for the continuation of some typical density subdivision developments, similar to those that exist along the edges of the community.

GC - GENERAL COMMERCIAL

The General Commercial classification designates areas for small-scale, neighborhood-serving retail and office uses. Neighborhood business areas should be located as business clusters rather than stripped commercial development, and include such traditional, pedestrian accessible uses as bakeries, banks, bookstores, etc. This land use also allows for a retail mix with some office, restaurants, and other places that are more compact and used for day-to-day errands.

M - MANUFACTURING

The Manufacturing area is intended to accommodate a broad range of manufacturing uses that are not compatible with other less intensive uses. Within these designated areas performance policies should be followed to offset the secondary effects attributed with these uses. Additional requirements such as landscape screening and buffers will be highly encouraged to buffer from adjacent non-compatible uses.

EVALUATION:

Positive Implications:

- *Consistent with the City's Comprehensive Land Use Plan:* The back portion of the subject property is designated for general commercial use.
- *Consistent with uses that would be encouraged if an east by pass is constructed along this route.* Plans have been proposed for an east bypass that would connect the South Locust I-80 interchange to Stuhr Road and Stuhr Road to Sky Park Road. This would provide direct access from I-80 to the airport. While the plan is a long way from completion, this rezoning would be consistent with the uses expected along such a route.

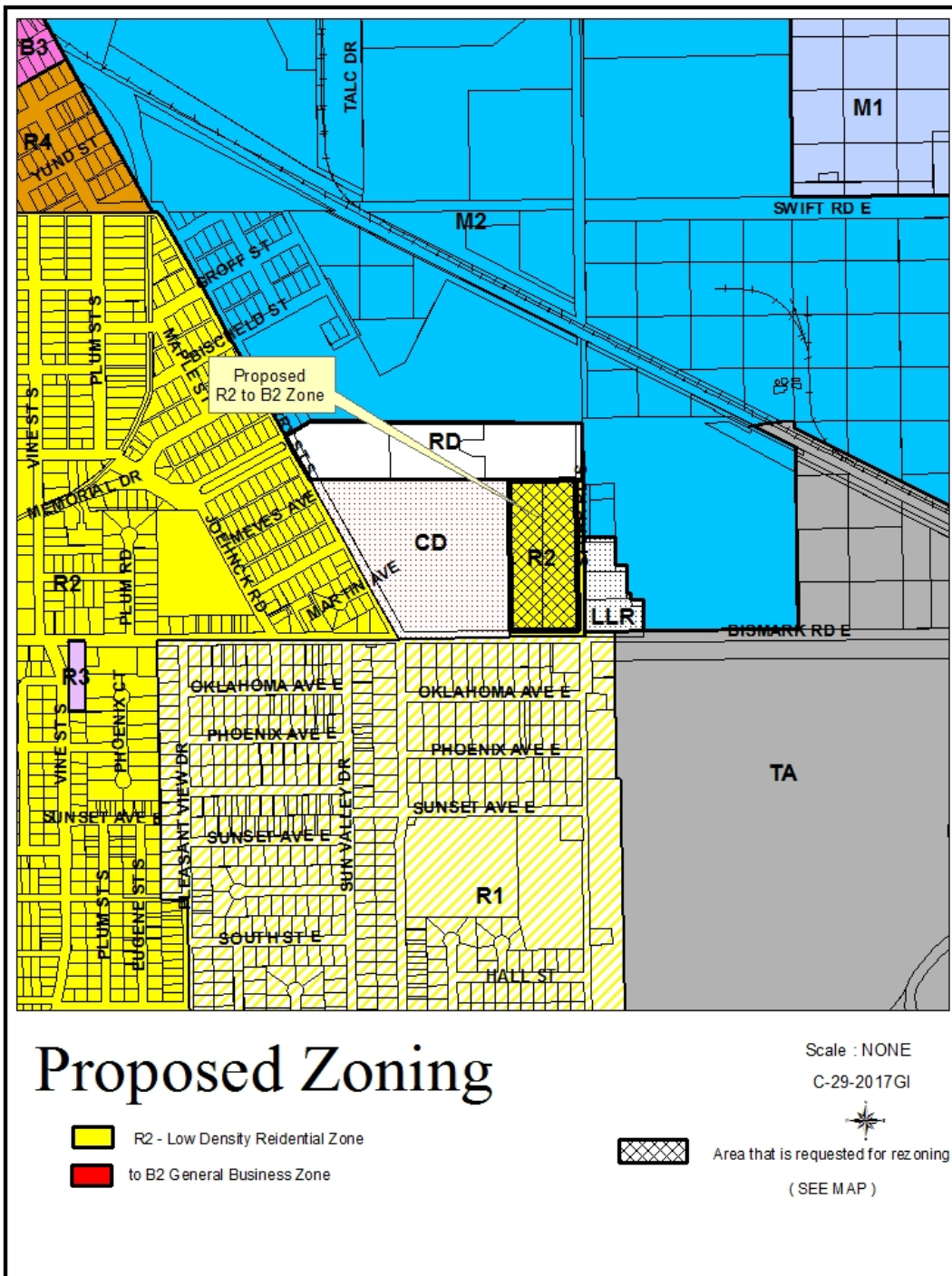
Negative Implications:

- *Uses other than those proposed are allowed in the B2 zoning district:* Potential uses for the site would include a convenience store, night club/bar, restaurant, and strip commercial. A copy of the uses allowed in the B2 Zoning District is attached.

RECOMMENDATION:

That the Regional Planning Commission recommend that the Grand Island City Council change the zoning on this site from LLR Large Lot Residential to B-2 General Business.

_____ Chad Nabity AICP, Planning Director



§36-68. (B-2) General Business Zone

Intent: The intent of this zoning district is to provide for the service, retail and wholesale needs of the general community. This zoning district will contain uses that have users and traffic from all areas of the community and trade areas, and therefor will have close proximity to the major traffic corridors of the City. Residential uses are permitted at the density of the (R-4) High Density Residential Zoning District.

(A) Permitted Principal Uses: The following principal uses are permitted in the (B-2) General Business Zoning District.

- (1) Stores and shops that conduct retail business, provided, all activities and display goods are carried on within an enclosed building except that green plants and shrubs may be displayed in the open, as per the Zoning Matrix [Attachment A hereto]
- (2) Office and office buildings for professional and personal service as found in the Zoning Matrix [Attachment A hereto]
- (3) Agencies as found in the Zoning Matrix [Attachment A hereto]
- (4) Dwelling units
- (5) Board and lodging houses, fraternity and sorority houses
- (6) Truck, bush and tree farming, provided, there is no display or sale at retail of such products on the premises
- (7) Public parks and recreational areas
- (8) Country clubs
- (9) Public, parochial and private schools having a curriculum equivalent to an elementary or higher educational level
- (10) Colleges offering courses of general instruction, including convents, monasteries, dormitories, and other related living structures when located on the same site as the college
- (11) Churches, synagogues, chapels, and similar places of religious worship and instruction of a quiet nature
- (12) Utility substations necessary to the functioning of the utility, but not including general business offices, maintenance facilities and other general system facilities, when located according to the yard space rules set forth in this section for dwellings and having a landscaped or masonry barrier on all sides. Buildings shall be of such exterior design as to harmonize with nearby properties
- (13) Public and quasi-public buildings for cultural use
- (14) Railway right-of-way but not including railway yards or facilities
- (15) Nonprofit community buildings and social welfare establishments
- (16) Hospitals, nursing homes, convalescent or rest homes
- (17) Radio and television stations (no antennae), private clubs and meeting halls
- (18) Vocational or trade schools, business colleges, art and music schools and conservatories, and other similar use
- (19) Preschools, nursery schools, day care centers, children's homes, and similar facilities
- (20) Group Care Home with less than eight (8) individuals
- (21) Elderly Home, Assisted Living
- (22) Stores and shops for the conduct of wholesale business, including sale of used merchandise
- (23) Outdoor sales and rental lots for new and used automobiles, boats, motor vehicles, trailers, manufactured homes, farm and construction machinery, etc.
- (24) Specific uses such as: archery range, billboards, drive-in theater, golf driving range, storage yard (no junk, salvage or wrecking)
- (25) Manufacture, fabrication or assembly uses incidental to wholesale or retail sales wherein not more than 20% of the floor area is used
- (26) Other uses as indicated in the Zoning Matrix [Attachment A hereto]

(B) Conditional Uses: The following uses are subject to any conditions listed in this chapter and are subject to other conditions relating to the placement of said use on a specific tract of ground in the (B-2) General Business Zoning District as approved by City Council.

- (1) Recycling business
- (2) Towers
- (3) Other uses as indicated in the Zoning Matrix [Attachment A hereto]

(C) Permitted Accessory Uses:

- (1) Building and uses accessory to the permitted principal use.

(D) Space Limitations:

Uses		Minimum Setbacks						
		A	B	C	D	E		
	Minimum Parcel Area (feet)	Minimum Lot Width (feet)	Front Yard (feet)	Rear Yard (feet)	Side Yard (feet)	Street Side Yard (feet)	Maximum Ground Coverage	Maximum Building Height (feet)
Permitted Uses	3,000	30	10	0 ¹	0 ²	10	100%	55
Conditional Uses	3,000	30	10	0 ¹	0 ²	10	100%	55

¹ No rear yard setback is required unless bounded by an alley, then a setback of 10 feet is required.

² No side yard setback is required, but if provided, not less than five feet, or unless adjacent to a parcel whose zone requires a side yard setback, then five feet. When adjacent to a public alley, the setback is optional and may range from 0 feet to 5 feet.

(E) Miscellaneous Provisions:

(1) Supplementary regulations shall be complied with as defined herein

(2) Only one principal building shall be permitted on one zoning lot except as otherwise provided herein.

Abstracting services
 Accounting & bookkeeping services
 Advertising services, direct mail
 Advertising services, general
 Agricultural, business and personal credit services including credit union
 Agricultural chemical & fertilizers - wholesale
 Agricultural fertilizers, hazardous & non hazardous - retail
 Agricultural operations
 Air conditioning, heating & plumbing contracting services
 Alteration, pressing & garment repair services
 Ambulance services
 Animal hospital services
 Antiques - retail
 Apparel & accessories - retail
 Appliances (household) - retail
 Appliance repair services
 Architectural, engineering & planning - professional services
 Arenas & fieldhouses
 Armateur rewinding services
 Armed forces reserve center
 Art galleries, publicly owned
 Artists - painters, sculptors, composers, & authors
 Athletic field or playfield
 Auditing, accounting & bookkeeping services
 Auditoriums, public
 Automobile & other motor vehicle repair services
 Automobile & other motor vehicles - retail
 Automobile & truck rental services
 Automobile equipment - wholesale
 Automobile parts & supplies - retail
 Automobile wash services
 Bait shops
 Bakeries non-manufacturing - retail
 Banking services
 Barber services
 Batch Plants - temporary
 Beauty services
 Bed and breakfast residence
 Beer, wine & alcoholic beverages - wholesale
 Bicycles - retail
 Blueprinting & photocopying services
 Boarding & rooming houses
 Boat sales, service and rentals
 Bookkeeping, auditing & accounting services
 Books, magazines & newspapers distributing - wholesale
 Books - publishing & printing
 Books - retail
 Bottled gas - retail
 Bowling alleys
 Building materials - retail
 Building materials & lumber - wholesale
 Business & management consulting services
 Business offices not elsewhere listed

Butter - manufacturing
 Cable TV maintenance yard
 Cameras & photographic supplies - retail
 Camp grounds, general
 Camp grounds, group
 Candy, nut, & confectionery - retail
 Carpentry & wood flooring services
 Carpet & rug cleaning & repair service
 Charitable & welfare services
 Chiropractors, optometrists, & other similar health services
 Churches, synagogues & temples
 Civic, social & fraternal associations
 Clock, watch & jewelry repair services
 Commercial & industrial machinery, equipment & supplies - wholesale
 Commodity & securities brokers, dealers & exchanges & services
 Confectionery, nut & candy - retail
 Construction & lumber materials - wholesale
 Construction services - temporary
 Convalescent,, nursing & rest home services
 Convents
 Convenience store
 Country club
 Credit reporting, adjustment & collection services
 Credit unions & agricultural, business & personal credit services
 Crematory, funeral & mortuary services
 Curtains, draperies & upholstery - retail
 Dairy products - retail
 Dairy products - wholesale
 Day care centers
 Dental laboratory services
 Dental services
 Department stores - retail
 Detective & protective services
 Direct mail advertising services
 Direct selling organizations - retail
 Discount & variety stores - retail
 Disinfecting & exterminating services
 Dormitories, college
 Draperies, curtains & upholstery - retail
 Drug & proprietary - retail
 Dry cleaning & laundering, self service
 Dry cleaning, laundering & dyeing services, except rugs
 Dry goods & general merchandise - retail
 Dry goods & notions - wholesale
 Duplicating, mailing, & stenographic services
 Dwelling, multi-family
 Dwelling, single-family
 Dwelling, two-family
 Dyeing, dry cleaning & laundry services, except rugs
 Egg & poultry - retail

Electrical apparatus & equipment, wiring supplies, & construction materials - wholesale
 Electrical contractor services
 Electrical appliances, phonographs, televisions, tape players & radio sets - wholesale
 Electrical repair services, except radio & television
 Electrical supplies - retail
 Electricity regulating substations
 Employment services
 Engineering, planning architectural professional services
 Equipment & supplies for service establishments - wholesale
 Equipment rental & leasing services
 Exhibition halls
 Exterminating
 Fairgrounds
 Farm machinery & equipment - retail
 Farm products warehousing & storage excluding stockyards - nonhazardous
 Farm supplies - retail
 Farms, commercial forestry
 Farms, grain crops
 Farms, hay & alfalfa
 Farms, fiber crops
 Farms, fruits, nuts or vegetables
 Farms, nursery stock
 Feeds, grains & hay - retail
 Fertilizers, agricultural nonhazardous - retail
 Fieldhouses & arenas
 Fire protection & related activities
 Fish & seafood's - retail
 Fish & seafood's - wholesale
 Floor covering - retail
 Florists - retail
 Food lockers & storage services
 Fraternal, civic & social associations
 Fraternity & sorority houses
 Fruits & vegetables (fresh) - wholesale
 Fruits & vegetables - retail
 Fuel, except fuel oil & bottled gas - retail
 Fuel oil - retail
 Funeral, mortuary & crematory services
 Fur repair & storage services
 Furniture & home furnishings - wholesale
 Furniture - retail
 Furniture repair & reupholstery services
 Furs & fur apparel - retail
 Garden supplies & landscape nursery - retail
 Garment repair, alteration & pressing services
 Gasoline service stations - retail
 General stores - retail
 Gifts, novelties & souvenirs - retail
 Glass, paint & wallpaper - retail
 Grains, feeds & hay - retail
 Green houses
 Groceries - retail

Group care home
 Gymnasiums & athletic clubs
 Hardware - retail
 Hardware - wholesale
 Hay, grains & feeds - retail
 Health resorts
 Health & exercise spas
 Hearing aids, optical goods, orthopedic appliances & other similar devices - retail
 Heating, air conditioning & plumbing contracting services
 Heating & plumbing equipment & supplies - retail
 Hobby supplies - retail
 Holding & investment services
 Hospital services
 Hotels, tourist courts, & motels
 Household appliances - retail
 Ice - retail
 Ice skating rinks, indoor
 Insurance agents & brokers services
 Insurance carriers
 Internet service
 Investment & holding services
 Janitorial services
 Jewelry - retail
 Jewelry, watch & clock repair services
 Labor unions & similar labor organizations
 Landscape contracting services
 Landscape nursery & garden supplies - retail
 Lapidary work
 Laundering & dry cleaning, self-service
 Laundering, dry cleaning & dyeing services, except rugs
 Lawn care - services
 Legal services
 Libraries
 Liquor - retail
 Locksmith services
 Lumber & building materials - wholesale
 Lumber yards - retail
 Magazines & newspapers - retail
 Mailing, duplicating, & stenographic services
 Management & business consulting services
 Masonry, stonework, tile setting & plastering services
 Massage services
 Meat & meat packing products - wholesale
 Meats - retail
 Medical clinics, out-patient services
 Medical laboratory services
 Miniature golf
 Manufactured homes on permanent foundation
 Mobile homes & accessories - retail
 Monasteries
 Monuments - retail
 Motels, hotels, & tourist courts
 Motorcycle & bicycle sales, rental & service

Mortuary, funeral & crematory services
 Museums
 Musical instruments & supplies - retail
 Newspaper & magazines - retail
 Newspapers, books & magazines distribution - wholesale
 Newspapers publishing & printing
 News syndicate services
 Notions, dry goods - wholesale
 Novelties, gifts & souvenirs - retail
 Nursery stock farms
 Nursing, convalescent & rest home services
 Optical goods, hearing aids, orthopedic appliances & other similar devices - retail
 Optometrists, chiropractors & other similar health services
 Orphanages
 Paint, glass, & wallpaper - retail
 Painting & paper hanging services
 Paper & paper products - wholesale
 Paper hanging & painting services
 Parks, public
 Periodicals, publishing & printing
 Petroleum pipeline R/W
 Pets & pet grooming - retail
 Photocopying & blue printing services
 Photoengraving
 Photofinishing services
 Photographic studios & services
 Photographic supplies & cameras - retail
 Physicians' services
 Planetarium
 Planning, architectural & engineering professional services
 Plastering, masonry, stone work & tile setting services
 Playfields & athletic fields
 Playgrounds
 Play lot or tot lot
 Plumbing & heating equipment & supplies - retail
 Plumbing, heating, & air conditioning contracting services
 Poultry & small game dressing & packing
 Pressing, alteration & garment repair services
 Printing, commercial
 Printing & publishing of newspapers
 Printing & publishing of periodicals
 Private clubs
 Professional equipment & supplies - wholesale
 Professional membership organizations
 Professional offices not elsewhere listed
 Quarrying, gravel, sand & dirt
 Quarrying, stone
 Race tracks & courses - animals
 Radio broadcasting studios
 Radios, televisions, phonographs, recorders, & tape players repair services

Radios, televisions, phonographs, recorders & tape players - retail
 Radio transmitting stations & towers
 Railroad right-of-way
 Real estate agents, brokers & management services
 Recreational vehicles & equipment - retail
 Recreation centers
 Rectories
 Refrigerated warehousing (except food lockers)
 Resorts (general)
 Rest, nursing, & convalescent home services
 Restaurants
 Restaurants, drive-in
 Retirement homes
 Reupholstery & furniture repair services
 Roller skating rinks - indoor
 Roofing & sheet metal contracting services
 Rooming & boarding houses
 Rug & carpet cleaning & repair services
 Sausages & other prepared meat products - manufacturing
 Savings & loan associations
 Schools, art
 Schools, barber
 Schools, beauty
 Schools, business
 Schools, colleges
 Schools, computer
 Schools, correspondence
 Schools, dancing
 Schools, day care
 Schools, driving
 Schools, junior college
 Schools, music
 Schools, nursery
 Schools, pre-primary
 Schools, primary
 Schools, professional
 Schools, secondary
 Schools, stenographic
 Schools, technical
 Schools, trade
 Schools, universities
 Schools, vocational
 Scientific & educational research services
 Second hand merchandise - retail
 Seed and feed sales
 Sheet metal & roofing contracting services
 Shoe repair, shoe shining, & hat cleaning services
 Shoes - retail
 Shoes - wholesale
 Social, civic & fraternal associations
 Social correctional, treatment & counseling services
 Sorority & fraternity houses
 Souvenirs, gifts, novelties - retail
 Sporting goods - retail
 Stadiums
 Stationery - retail

Stenographic, duplicating, & mailing services
Stone work, masonry, title setting, & plastering services
Storage - mini
Storage & warehousing of nonhazardous products
Storage & warehousing of household goods
Swimming clubs
Synagogues, churches, & temples
Tailoring (custom)
Taverns
Taxicab dispatch
Telegraph communications
Telephone business office
Telephone exchange stations
Telephone maintenance yard
Telephone relay towers (microwave)
Television broadcasting studios

Television, radios, phonographs, recorders & tape players repair services
Television, radios, phonographs, recorders, & tape players - retail
Television transmitting stations & relay towers
Temples, churches, & synagogues
Tennis clubs
Theaters, legitimate
Theaters, motion picture, indoor
Tile setting, masonry, plastering & stone work services
Tires & inner tubes - wholesale
Title abstracting services
Tobacco & tobacco products - wholesale
Tot lot or play lot
Tourist courts, hotels, & motels
Travel arranging services

Truck & automobile rental services
Utility substations, pumping station, water reservoir & telephone exchange
Upholstery, draperies, & curtains - retail
Variety & discount stores - retail
Vending machine operations - retail
Veterinarian services
Wallpaper, paint & glass - retail
Warehousing & storage of household goods
Watch, clock, & jewelry repair services
Water well drilling services
Welding & blacksmith services
Welfare & charitable services
Wine, beer, & alcoholic beverages - wholesale
Wool & mohair - wholesale



City of Grand Island

Tuesday, August 22, 2017

Council Session

Item E-2

Public Hearing on Acquisition of Sidewalk Easement at 2221 West Charles Street (Maloy)

Council action will take place under Consent Agenda item G-9.

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

Council Agenda Memo

From: Keith Kurz PE, Assistant Public Works Director

Meeting: August 22, 2017

Subject: Public Hearing on Acquisition of Sidewalk Easement at 2221 West Charles Street (Maloy)

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

Background

Property owner of 2221 West Charles Street was notified by Code Enforcement of a broken sidewalk in the public right-of-way adjacent to the property. Due to the age of the tree and the sidewalk repairs necessary the property owner requested to curve the sidewalk around the tree, rather than removing or trimming the tree back.

Nebraska State Statutes stipulate that the acquisition of property requires a public hearing to be conducted with the acquisition approved by the City Council.

Discussion

A sidewalk easement is needed to allow for public use of such adjacent to 2221 West Charles Street. The property owner has signed the necessary document to grant a public sidewalk easement, which allows for a three (3) foot wide easement, as shown on the attached drawing. There will be no compensation to the property owner for such 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 conduct a Public Hearing and approve acquisition of the sidewalk easement from Teresa Maloy at 2221 West Charles Street, Grand Island, Nebraska.

Sample Motion

Move to approve the acquisition of the sidewalk easement.

• THIS SPACE RESERVED FOR REGISTER OF DEEDS •

PUBLIC SIDEWALK EASEMENT

TERESA L. MALOY, Owner, herein called the Grantor, in consideration of ONE DOLLAR (\$1.00) and other consideration, receipt of which is hereby acknowledged, hereby grant and convey unto the

CITY OF GRAND ISLAND, NEBRASKA,

a municipal corporation in Hall County, State of Nebraska, herein called the Grantee, a permanent and perpetual easement for public use of the sidewalks upon, over, along, across, in, and through a part of Ashton Place Subdivision, in the City of Grand Island, Hall County, Nebraska and more particularly described as follows:

A Three (3.0) foot wide tract of land comprising of the northerly Three (3.0) feet of Lot Six (6), Block Five (5), Ashton Place Subdivision, all in the City of Grand Island, Nebraska, said tract containing 0.0035 acres (153.0 square feet) more or less.

Together with the following rights, namely, unrestricted ingress and egress under, over, and across such land for the purpose of exercising the rights herein granted and the right to clear and keep clear of trees, roots, brush, hedges, undergrowth, and other obstructions from the surface of such tracts interfering with the location, construction, inspection, repair, replacement, removal, maintenance, and use of such public sidewalks.

The Grantors, for themselves, their heirs, executors, administrators, successors, and assigns, hereby covenant that no buildings, fences, or structures shall be erected or permitted within the

easement area and that the easement herein granted shall run with the title to such tract of land and be binding upon the Grantors, their successors and assigns.

DATED: _____, 2017

GRANTOR:

Teresa L. Maloy, Owner

STATE OF NEBRASKA)
) ss
COUNTY OF HALL)

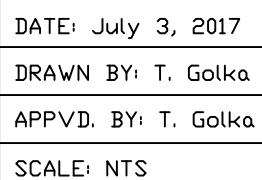
On this _____ day of _____, 2017 before me, the undersigned, a Notary Public in and for said County and State, personally appeared TERESA L. MALOY, OWNER, to me known to be the identical persons who signed the foregoing Public Utility Easement and acknowledge the execution thereof to be their voluntary act and deed as such officer on behalf of said company for the purpose therein expressed.

WITNESS my hand and Notarial Seal the date above written.

Notary Public



3.0 Foot Sidewalk Easement





City of Grand Island

Tuesday, August 22, 2017

Council Session

Item F-1

#9643 - Consideration of Request to Rezone 1104 and 1120 East Bismark Road from R-2 – Low Density Residential to B-2 – General Business (William & Kristine Carey)

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

Staff Contact: Chad Nabity

ORDINANCE NO. 9643

An ordinance rezoning a certain tract of land within the zoning jurisdiction of the City of Grand Island; changing the land use classification of a tract of land comprised of Lots One (1) and Two (2) of Bohnart Subdivision in Grand Island, Hall County, Nebraska, from R-2 Low Density Residential to B2 General Business Zone; directing that such zoning change and classification be shown on the Official Zoning Map of the City of Grand Island; and providing for publication and an effective date of this ordinance.

WHEREAS, the Regional Planning Commission on August 2, 2017, held a public hearing and made a recommendation on the proposed zoning of such area; and

WHEREAS, notice as required by Section 19-923, R.R.S. 1943, has been given to the Boards of Education of the school districts in Hall County, Nebraska; and

WHEREAS, after public hearing on August 22, 2017, the City Council found and determined the change in zoning be approved and made.

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

SECTION 1. The following tract of land is hereby rezoned, reclassified and changed from R2 Low Density Residential Zone to B2 General Business Zone:

Lots One (1) and Two (2) of Bohnart Subdivision in Grand Island, Hall County, Nebraska along with one half (½) of the adjoining street right of way

SECTION 2. That the Official Zoning Map of the City of Grand Island, Nebraska, as established by Section 36-51 of the Grand Island City Code be, and the same is, hereby ordered to be changed, amended, and completed in accordance with this ordinance.

Approved as to Form	by _____
August 18, 2017	City Attorney

ORDINANCE NO. 9643 (Cont.)

SECTION 3. That 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 22, 2017

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, August 22, 2017

Council Session

Item F-2

#9644 - Consideration of Assessments for Sterling Estates Fourth Subdivision – Ebony Lane; Paving District No. 1262

This item relates to the aforementioned Board of Equalization item D-1.

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

ORDINANCE NO. 9644

An ordinance assessing and levying a special tax to pay the cost of Sterling Estates Fourth Subdivision – Ebony Lane; Paving District No. 1262 of the City of Grand Island, Nebraska; providing for the collection of such special tax; repealing any provisions of the Grand Island City Code, ordinances, and 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. There is hereby assessed upon the following described lots, tracts and parcels of land specially benefited, for the purpose of paying the cost of Sterling Estates Fourth Subdivision – Ebony Lane; Paving District No. 1262, as adjudged by the Mayor and Council of the City, to the extent of benefits thereto by reason of such improvement, after due notice having been given thereof as provided by law; and a special tax for such cost of construction is hereby levied at one time upon such lots, tracts and land as follows:

Parcel No.	Owner	Legal Description	Assessment by Frontage
400149902	NIEDFELT PROPERTY MANAGEMENT PREFERRED, LLC	LOT 1, BLOCK 1, STERLING ESTATES FOURTH SUBDIVISION	\$ 19,847.65
400149903	NIEDFELT PROPERTY MANAGEMENT PREFERRED, LLC	LOT 2, BLOCK 1, STERLING ESTATES FOURTH SUBDIVISION	\$ 20,840.03
400149904	JMH DEVELOPMENT, LLC	LOT 3, BLOCK 1, STERLING ESTATES FOURTH SUBDIVISION	\$ 21,320.35
400495615	CITY OF GRAND ISLAND	OUTLOT A, STERLING ESTATES FOURTH SUBDIVISION	\$ 124,416.70
			\$ 186,424.73

SECTION 2. The special tax shall become delinquent as follows: One-tenth of the total amount shall become delinquent in ten days; one-tenth in one year; one-tenth in two

Approved as to Form ☐ _____
August 18, 2017 ☐ City Attorney

ORDINANCE NO. 9644 (Cont.)

years; one-tenth in three years; one-tenth in four years; one-tenth in five years; one-tenth in six years; one-tenth in seven years; one-tenth in eight years; one-tenth in nine years respectively, after the date of such levy; provided, however, the entire amount so assessed and levied against any lot, tract or parcel of land may be paid within ten days from the date of this levy without interest, and the lien of special tax thereby satisfied and released. Each of said installments, except the first, shall draw interest at the rate of not exceeding seven percent (7.0%) per annum from the time of such levy until they shall become delinquent. After the same become delinquent, interest at the rate of three-fourths of one percent per month shall be paid thereon as in the case of other special taxes, until the same is collected and paid.

SECTION 3. The treasurer of the City of Grand Island, Nebraska is hereby directed to collect the amount of said taxes herein set forth as provided by law.

SECTION 5. Any provision of the Grand Island City Code and any provision of any ordinance, or part of ordinance, in conflict herewith is hereby repealed.

SECTION 6. 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.

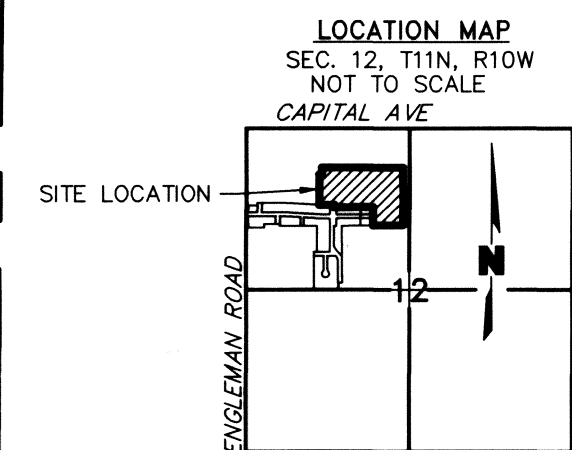
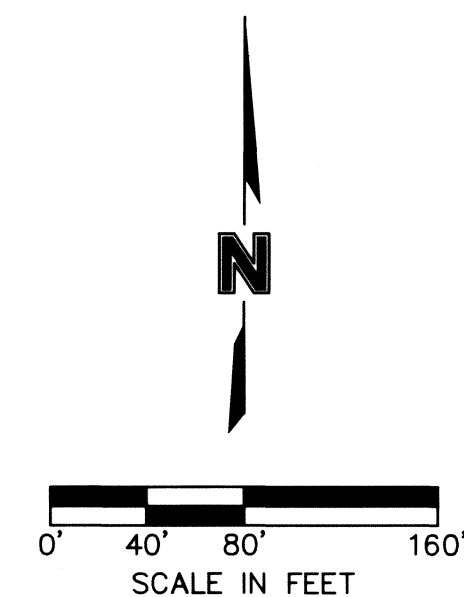
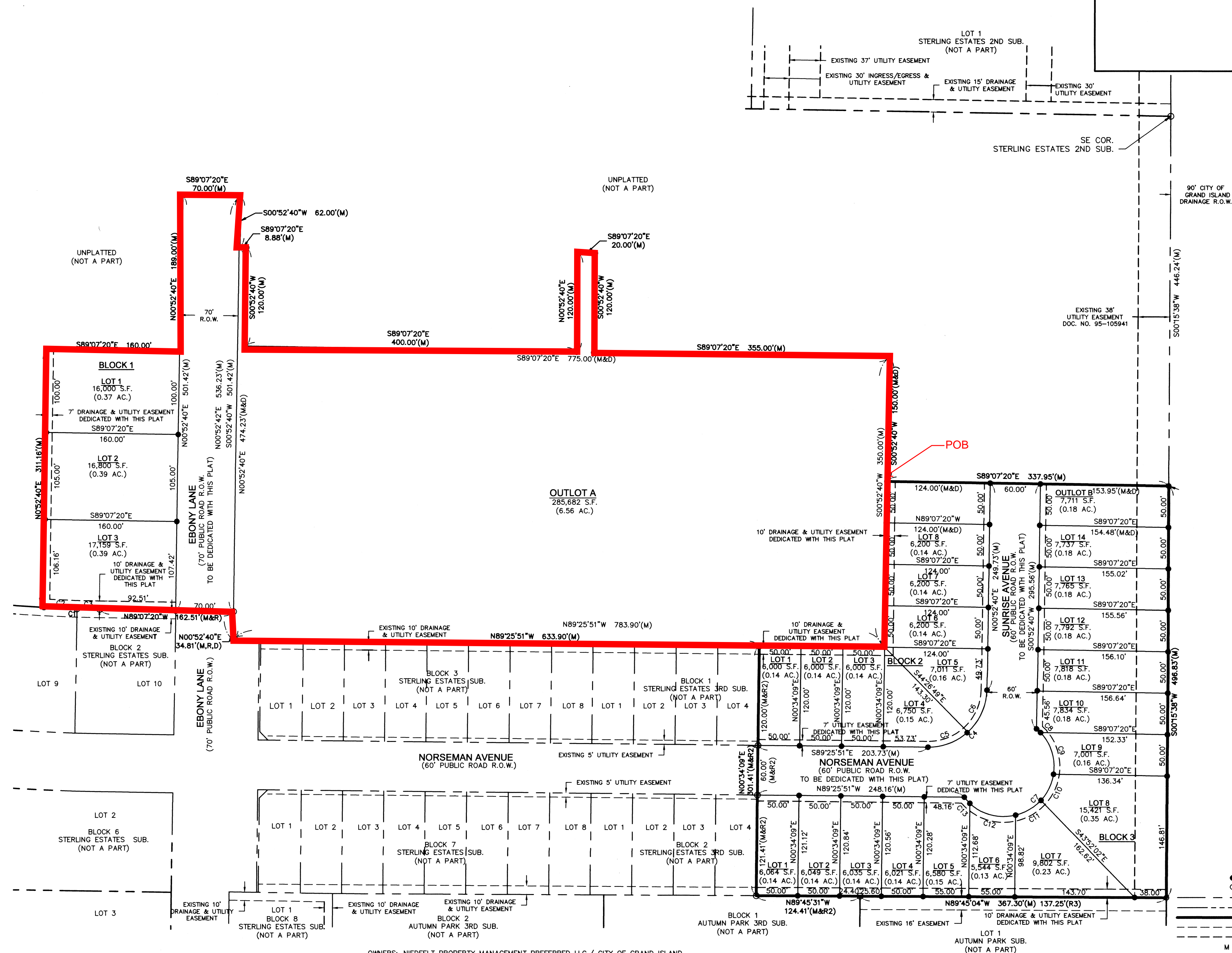
Enacted: August 22, 2017

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

STERLING ESTATES FOURTH SUBDIVISION
IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA
FINAL PLAT



- LEGEND**
- SET CORNER (5/8"x24" REBAR W/CAP)
○ FOUND CORNER (5/8" REBAR W/CAP)
— SECTION LINE
— EXISTING PROPERTY LINE
— PROPOSED PROPERTY LINE
— EXISTING EASEMENT LINE
— EASEMENT LINE TO BE DEDICATED WITH THIS PLAT
MEASURED DISTANCE
RECORDED DISTANCE STERLING ESTATES SUB.
RECORDED DISTANCE STERLING ESTATES THIRD SUB.
RECORDED DISTANCE AUTUMN PARK SUB.
RECORDED DISTANCE DOC. NO. 0200905078



OLSSON
ASSOCIATES

201 East 2nd Street
P.O. Box 1072
Grand Island, NE 68802-1072
TEL 308.384.8750
FAX 308.384.8752

PROJECT NO. 2014-1966

NIEDFELT SURVEY

FR

OWNERS: NIEDFELT PROPERTY MANAGEMENT PREFERRED LLC./ CITY OF GRAND ISLAND
SUBDIVIDER: NIEDFELT PROPERTY MANAGEMENT PREFERRED LLC./ CITY OF GRAND ISLAND
SURVEYOR: OLSSON ASSOCIATES
ENGINEER: OLSSON ASSOCIATES
NUMBER OF LOTS: 27

SHEET 1 OF 2



City of Grand Island

Tuesday, August 22, 2017

Council Session

Item F-3

#9645 – Consideration of Intent to Annex Cornhusker Army Ammunition Plant

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission

Meeting: August 22, 2017

Subject: Ordinance of Intent to Annex

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

Background

The Grand Island City Council has approved all of the property between 60th Road and Schauppsville Road and Husker Highway and Airport Road in Hall County as Blighted and Substandard. This is the former Cornhusker Army Ammunition Plant (CAAP). As a formerly used defense site in a County with a City of the First Class it is possible for the City Council to approve redevelopment projects within boundaries of CAAP provided certain requirements are met. One of those is that the City Council must pass an ordinance of intent to annex the formerly used defense site.

Discussion

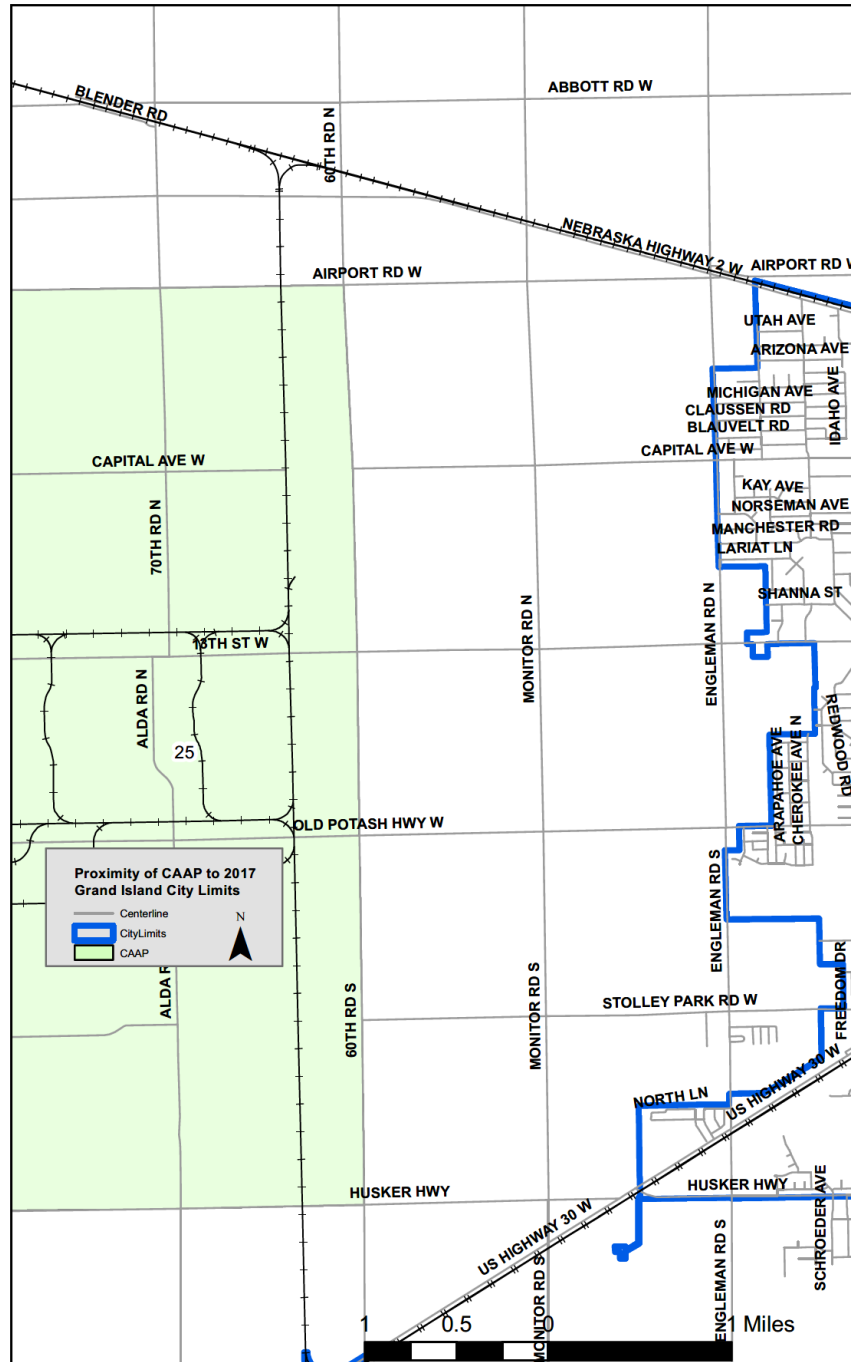
Attached you will find an ordinance that has been drafted expressing the intent of the Grand Island City Council to annex the property at CAAP. This ordinance, as drafted, indicated that the City of Grand Island will consider annexation of all or a part of the CAAP grounds if:

- The property is urban or suburban in character,
- Contiguous with Grand Island City Limits,
- The annexation is consistent with the Grand Island comprehensive development plan, and
- Is in the best interest of the City.

As of August 22, 2017 it is 1.5 miles from the nearest point of the Grand Island City limits to the CAAP grounds, along Husker Highway. The City of Grand Island can only annex property that is contiguous and adjacent to the City. The Nebraska Revised State Statute §16-118 defines contiguous as:

Annexation of land; deemed contiguous; when.

Lands, lots, tracts, streets, or highways shall be deemed contiguous although a stream, embankment, strip, or parcel of land not more than two hundred feet wide lies between the same and the corporate limits.



The majority of the property is at least two miles from the Grand Island City Limits. It is not anticipated that annexation will occur in the near future.

At the September Community Redevelopment Authority meeting the CRA will be considering two redevelopment plans at CAAP. The first will be for O'Neill Wood Resources and the second will be for Farm Progress at the Husker Harvest Days site. Both of those sites are within Sanitary Improvement Districts and are eligible to have redevelopment projects approved pending approval of this ordinance of intent to annex.

Approval of this ordinance of intent to annex will enable redevelopment projects at CAAP to move forward.

Alternatives

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

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

Recommendation

City Administration recommends that Council approve the Ordinance of Intent to Annex as presented.

Sample Motion

Move to approve as recommended.

ORDINANCE NO. 9645

An ordinance expressing an intent to annex territory in the future and to provide for publication and the effective date of this ordinance.

WHEREAS, Nebraska Revised Statutes §18-2123.01 authorizes cities to undertake a redevelopment project that includes real property located outside the corporate limits of any such city if the following requirements have been met:

- (a) The real property located outside the corporate limits of the city is a formerly used defense site;
 - (b) The formerly used defense site is located within the same county as the city approving such redevelopment project;
 - (c) The formerly used defense site is located within a sanitary and improvement district;
 - (d) The governing body of the city approving such redevelopment project passes an ordinance stating such city's intent to annex the formerly used defense site in the future; and
 - (e) The redevelopment project has been consented to by any city exercising extraterritorial jurisdiction over the formerly used defense site;
- and

WHEREAS, the lands located within the following described boundaries was formerly owned by or otherwise possessed by the United States under the jurisdiction of the United States Secretary of Defense and utilized by the Department of the Army for production of munitions, to wit:

Beginning at the Northwest Corner of Section Two (2), Township Eleven (11) North, Range Eleven (11) West of the 6th P.M., Hall County, Nebraska, thence proceeding easterly along and upon the section boundaries to the Northeast Corner of Section Five (5), Township Eleven (11) North, Range Ten (10) West of the 6th P.M.

Approved as to Form	by _____
August 18, 2017	City Attorney

ORDINANCE NO. 9645 (Cont.)

in said county, thence proceeding southerly along and upon the section boundaries to the Southeast Corner of Section Twenty-nine (29), Township Eleven (11) North, Range Ten (10) West of the 6th P.M in said County, thence proceeding westerly along and upon the section boundaries to the Southwest Corner of Section Twenty-six (26), Township Eleven (11) North, Range Eleven (11) West of the 6th P.M. in said County, thence proceeding northerly along and upon the section boundaries to the point of beginning, the lands enclosed thereby referred to herein as the “Formerly Used Defense Site”;

and

WHEREAS, the Formerly Used Defense Site is located outside the municipal boundaries of the City of Grand Island; and

WHEREAS, on July 25, 2017, the City of Grand Island found and declared the Formerly Used Defense Site to be blighted and substandard; and

WHEREAS, in anticipation of approving future redevelopment plans and redevelopment projects for areas within the Formerly Used Defense Site, the City Council of and for the City of Grand Island desires to express its intention to annex the Formerly Used Defense Site in the future, provided any such annexation shall be contingent upon satisfaction of the conditions set forth herein.

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

SECTION 1. It is the express intention of the City of Grand Island to annex the Formerly Used Defense Site in the future contingent upon satisfaction of the following conditions existing at the time of annexation:

- A. The area proposed for annexation shall be urban or suburban in character and contiguous with city limits (as such terms are defined by statute and applicable case law);

ORDINANCE NO. 9645 (Cont.)

- B. If the area proposed for annexation is adjacent to City Limits and the owner is seeking subdivision approval, annexation shall be done during the platting process by platting the property as an addition to the City;
- C. Annexation shall be consistent with the annexation plan as expressed in the Grand Island Comprehensive Development Plan;
- D. No annexation shall be approved, passed and ordained unless the City Council finds such annexation to be in the best interest of the City;
- E. Annexation shall comply with Nebraska Revised Statutes as then in effect and shall require a reading of the ordinance of annexation by title on three different days, if required by law.

SECTION 2. The approval, passage and adoption of this Ordinance of Intent shall not confer any rights as a beneficiary or otherwise upon any person or persons.

SECTION 3. This ordinance shall be in force and take effect from and after its passage and publication in pamphlet form within fifteen days as provided by law.

Enacted: August 22, 2017.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, August 22, 2017

Council Session

Item G-1

Approving Minutes of August 8, 2107 City Council Regular Meeting

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING

August 8, 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 August 8, 2017. Notice of the meeting was given in *The Grand Island Independent* on August 2, 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, Julie Hehnke, Linna Dee Donaldson, Michelle Fitzke, Vaughn Minton, Roger Steele, and Mike Paulick. The following City Officials were present: City Administrator Marlan Ferguson, City Clerk RaNae Edwards, Finance Director Renae Jimenez, City Attorney Jerry Janulewicz, and Public Works Director John Collins.

Mayor Jensen introduced Community Youth Council member Maddie Galusha.

INVOCATION was given by Pastor Paul Canady, True North Church, 1804 West State Street followed by the PLEDGE OF ALLEGIANCE.

ORDINANCES:

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

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

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

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

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

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

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

Public Works Director John Collins reported that 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. Staff recommended approval.

Motion by Jones, second by Donaldson to approve Ordinance #9638.

City Clerk: Ordinance #9638 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 #9638 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 #9638 is declared to be lawfully adopted upon publication as required by law.

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

Utilities Director Tim Luchsinger reported that the utility easement located at 2220 N. Webb Road needed to be vacated for the construction of a new building at this location. Staff recommended approval.

Motion by Hehnke, second by Paulick to approve Ordinance #9639.

City Clerk: Ordinance #9639 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 #9639 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 #9639 is declared to be lawfully adopted upon publication as required by law.

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

Utilities Director Tim Luchsinger reported that the proposed Water Main District 470T was an integral part of the Utilities Department's Master Plan. The project would 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 would provide redundancy and increased pressures and flow for the area and allows for future developments. Staff recommended approval.

Motion by Paulick, second by Minton to approve Ordinance #9640.

City Clerk: Ordinance #9640 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 #9640 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 #9640 is declared to be lawfully adopted upon publication as required by law.

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

Public Works Director John Collins reported that since the last revision of Chapter 30 dated February 24, 2015, several changes had taken place to necessitate further updates. Staff recommended approval.

Motion by Stelk, second by Fitzke to approve Ordinance #9641.

City Clerk: Ordinance #9641 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 #9641 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 #9641 is declared to be lawfully adopted upon publication as required by law.

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

Approving Minutes of July 25, 2107 City Council Regular Meeting.

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

#2017-210 - Approving Amendment No. 1 for Engineering Consulting Services Related to Sycamore Street Underpass Rehabilitation with Alfred Benesch & Company of Lincoln,

Nebraska for an Amount not-to-exceed \$214,210.00 and a Revised Contract Amount of \$285,122.00.

#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.) with Saul Ramos Construction, Inc. of Shelton, Nebraska.

#2017-212 - Approving Authorization for Emergency Sanitary Sewer Repair between 9th Street and 10th Street; Locust Street to Pine Street with The Diamond Engineering Company of Grand Island, Nebraska in an Amount of \$27,000.00.

#2017-213 - Approving Authorization for Emergency Sanitary Sewer Repair Adjacent to 2509 Apache Road with Starostka Group Unlimited, Inc. of Grand Island, Nebraska in an Amount of \$55,970.85.

#2017-214 - Approving Amendment No. 2 to Engineering Consulting Agreement for Sanitary Sewer Collection System Rehabilitation – Various Locations with Alfred Benesch & Company of Lincoln, Nebraska for an Increase not-to-exceed \$59,000.00 and a Revised Agreement of \$131,081.81.

#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 with Turfwerks of Omaha, Nebraska in an Amount of \$31,514.01.

#2017-216 - Approving Change Order No. 4 for the Veteran's Athletic Soccer Field Restroom Concession Stand Building with Mid Plains Construction Co. of Grand Island, Nebraska for an Increase of \$1,965.00 and a Revised Contract Amount of \$265,609.00.

#2017-217 - Approving Annual Agreement for Financial Software Licensing and Support with Tyler Technologies, Inc. dba Munis in an Amount of \$175,713.98.

PAYMENT OF CLAIMS:

Motion by Minton, second by Jones to approve the payment of claims for the period of July 26, 2017 through August 8, 2017 for a total amount of \$4,367,232.64. Upon roll call vote, Councilmembers Steele, Minton, Fitzke, Donaldson, Haase, Jones, Stelk, and Nickerson voted aye. Councilmember Paulick abstained. Motion adopted.

Discussion Concerning the Proposed Fiscal Year 2017-2018 City of Grand Island and Community Redevelopment Authority (CRA) Budgets. City Administrator Marlan Ferguson introduced Regional Planning Director Chad Nabity to present the Community Redevelopment Authority (CRA) 2017-2018 Annual Budget.

The CRA was 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 was requesting the same levy that was approved last year. This would allow the CRA to meet obligations, continue

with their successful programs. The CRA budget included: \$350,000 for façade improvement; \$200,000 for property purchase; \$198,050 for Lincoln Pool bond payment; \$200,000 for life safety and infrastructure grants; and \$150,000 for other projects.

The following carry over projects were presented:

- Williamson Façade (\$167k)
- Bosselman Office Façade (\$300k)
- Othy's Place Façade (\$27k)
- Hedde Building Life Safety Grant (\$240k)
- Auto American Façade (\$80k)
- Brown Hotel Life Safety (50k)

Discussion was held regarding the tax levy and cash on hand.

Paul Wicht, 1708 Jerry Drive commented on the Metropolitan Statistical Area (MSA) as it related to the FY 2017/18 budget.

Utilities Director Tim Luchsinger presented the Electric and Water Department's 2017-18 Budgets. The Electric Fund was budgeted at \$31,670,000 and the Water Fund at \$4,123,000.

The Electric Capital Improvements budget was \$9,990,000 for the following:

- Substation Upgrades - \$500,000
- Bond payments - \$3,035,000
- Distribution improvements - \$2,500,000
- Power plant maintenance/improvements - \$3,105,000

Mr. Luchsinger answered questions regarding an electric cost of service study and explained the Burdick Steam Unit retirement and staff reorganization.

The Water Capital Improvements budget was \$6,055,000 for the following:

- Bond payments - \$295,000
- Elevated Water Storage Reservoir - \$3,610,000
- Distribution improvements - \$1,350,000
- Production improvements - \$200,000

Finance Director Renae Jiminez presented the Jackrabbit Run Golf Course Budget for 2017-18. Number of rounds, golf course financial history, and fees were reviewed. Don Kruse answered questions regarding the proposed fee increase for FY2017-18 budget which was approximately a 4% increase for golf rounds. He stated the weather was a factor in the number of golf rounds. Mentioned was the possibility of not having the golf course as an Enterprise fund. Footgolf and disc golf were discussed as possible other revenue sources. Golf Superintendent Doug Sweeney commented on the use of the golf course for soccer.

Public Works Director John Collins reviewed the Capital projects for 2017/2018. The following projects were proposed for 2017/2018:

- 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 Rehab - \$1,200,000
- Old Potash; North Road to east of Webb Road Master Plan - \$150,000
- North Road & 13th Street - \$1,945,775
- Webb Road Paving Assessment (City share) - \$130,000
- Northwest Drainage Project (NRD partner) - \$1,009,813
- Moores Creek Drain Extension - \$1,041,200

The following 2018 Capital Improvement Projects would be funded with Gas Tax Money:

• 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 Road to East of Webb Road Master Plan	\$ 150,000
• North Road & 13 th Street	\$1,945,775
• Webb Road Paving Assessments (City share)	<u>\$ 130,000</u>
	\$3,999,975

The following 2018 Capital Improvement Projects would be funded by other revenue:

• Northwest Flood Control Project	\$1,009,813
• Moores Creek Drain Extension	<u>\$1,041,200</u>
	\$2,051,013

Total Capital requests for 2018: \$6,050,988

Mr. Collins stated \$104,800 of the capital dollars was mandated and \$469,400 of the capital dollars was funding Federal Aid projects.

Mr. Collins reviewed the Solid Waste Division FY 2018 budget. There were no FTE changes and a 4% rate increase proposed for FY 2018. There was 4-5 years life left in the current cells 1 & 2 and approximately 30 years of life left in the landfill. Solid Waste Superintendent Jeff Wattier commented on the funds set aside for closure.

Mr. Collins presented the 2018 Wastewater budget. He mentioned accounting changes and reviewed capital projects.

The following Capital Improvement Projects were presented:

- North interceptor Phase II (Completed) - \$22,472,063
- Lift Station 14 Abandonment (In progress) - \$106,767
- Lift Station 20 Upgrade (In progress) - \$2,769,003
- Point Repairs/Manhole Replacements (In progress) - \$304,380
- Cured in Place Pipe (In progress) - \$700,000

The following were proposed projects for 2018:

- Airport Collection System Rehabilitation - \$3,157,898
- Highway 30 Expansion - \$1,378,589
- Biological Nutrient Removal (BNR) Analysis - \$100,000
- Online Monitoring - \$200,000

Mr. Ferguson complimented Wastewater Superintendent Marvin Strong and his staff for the work they had done. Mr. Strong stated the WWTP was in great shape.

ADJOURNMENT: The meeting was adjourned at 9:08 p.m.

RaNae Edwards
City Clerk



City of Grand Island

Tuesday, August 22, 2017

Council Session

Item G-2

Approving Minutes of August 15, 2017 City Council Special Meeting

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL SPECIAL MEETING

August 15, 2017

Pursuant to due call and notice thereof, a Special 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 August 15, 2017. Notice of the meeting was given in *The Grand Island Independent* on August 9, 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, Julie Hehnke, Linna Dee Donaldson, Vaughn Minton, Roger Steele, and Mike Paulick. Councilmember Michelle Fitzke was absent. The following City Officials were present: City Administrator Marlan Ferguson, City Clerk RaNae Edwards, Finance Director Renae Jimenez, City Attorney Jerry Janulewicz, and Assistant Finance Director William Clingman.

Mayor Jensen introduced Community Youth Council members Katelyn Hill and Abigayle Weese.

INVOCATION was given by Community Youth Council member Katelyn Hill followed by the PLEDGE OF ALLEGIANCE.

SPECIAL ITEMS:

Review of 2018 Budget to Date: Mayor Jensen commented on past discussions regarding the City of Grand Island's future budgets. Several articles from the "*Grand Island Independent*" were read mentioning the commitment for a balanced budget in 2018.

City Administrator Marlan Ferguson commented on the budget process and discussions over the last 1 ½ years. Mentioned was the 70/30 guideline concerning personnel cost to other expenditures for the general fund. Past council sessions covered additional potential revenues, including property tax increase, change to terms from % of revenues for the natural gas franchise fee, and a rental car occupation tax.

The administration had reduced the number of FTE's recommended to be frozen and added the wheel tax as a potential revenue source. The Horticulturist position had been added back in, the Fire Department would have 3 paramedics positions added back in, and the Police Department would have 2 officers added back. In addition the assistant to the City Administrator position, currently vacant would be frozen.

Finance Director Renae Jimenez reviewed several options related to personnel reduction and added revenue. Police Chief Robert Falldorf and Fire Chief Cory Schmidt commented on current vacant positions.

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:

#9642 - Consideration of Adding Article IX for a Rental Car Occupation Tax to Chapter 23 of the Grand Island City Code Related to Occupation Taxes

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.

Assistant Finance Director William Clingman reported that an estimated ten businesses would be impacted by the proposed occupation tax. It was estimated this occupation tax would generate around \$150,000 per year. The use of these funds would be dedicated to the lease or purchase of equipment for the Streets Division. Staff recommended approval.

Motion by Paulick, second by Jones to approve Ordinance #9642.

City Clerk: Ordinance #9642 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 #9642 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 #9642 is declared to be lawfully adopted upon publication as required by law.

RESOLUTIONS:

#2017-219 - Approval of 2018 City of Grand Island Fee Schedule. Finance Director Renae Jimenez presented the 2018 Fee Schedule. She commented on the several changes. Fire Chief Cory Schmidt explained the \$500.00 Collision Response fee. Fire Division Chief Fred Hotz answered questions regarding the Underground Tank Inspection fee. The Senior Golf Course passes were discussed. Public Works Director John Collins answered questions regarding the \$750.00 Public Event Street closure fee.

Motion by Donaldson, second by Stelk to approve Resolution #2017-219.

Motion by Nickerson, second by Haase to eliminate the \$750.00 Public Event Street closure fee. Upon roll call vote, all voted aye. Motion adopted.

Upon roll call vote of the original motion, all voted aye. Motion adopted.

#2017-220 - Approval of Resolution of Intent for Additional Revenues for the 2018 Budget. Finance Director Renae Jimenez explained the increase in the Stormwater fee which would go into the Street fund to offset the property tax in an amount of more than \$300,000.00. Natural Gas Occupation tax would change from a percentage of sales to therms for an increase of more than \$300,000.00 and an increase in the levy to .3715 for approximately \$1.4 million increase in property tax.

Jarret Daugherty representing the FOP #24 opposed the revenue increase to Capital projects. Jay Vavricek, 2729 Brentwood Blvd. commented on the Food & Beverage Occupation tax. He was opposed to a reduction in Public Safety personnel. Discussion was held regarding a property tax increase.

Motion by Paulick, second by Minton to approve Resolution #2017-220. Upon roll call vote, Councilmembers Paulick, Minton, Donaldson, Hehnke, Jones, Stelk and Nickerson voted aye. Councilmembers Steele and Haase voted no. Motion adopted.

#2017-221 - Approval of Resolution of Intent for Addition of Wheel Tax for the 2018 Budget. Finance Director Renae Jimenez explained the wheel tax with a projection of \$1.5 million. The following fees were proposed:

Passenger (Cars, non-commercial trucks)	\$20.00
Large (Commercial trucks, motor home/RV, bus)	\$50.00
Motorcycle	\$10.00
Trailer	\$ 5.00

Jay Vavricek, 2729 Brentwood Blvd. cautioned the Council about raising taxes. Discussion was held regarding where this money would go. Ms. Jimenez stated this money would go to the Street Department. Explained was how they arrived at the fee.

Motion by Paulick, second by Nickerson to approve Resolution #2017-221. Upon roll call vote, Councilmembers Paulick, Donaldson, Jones, Stelk, and Nickerson voted aye. Councilmembers Steele, Minton, Hehnke, and Haase voted no. Mayor Jensen cast the sixth and deciding vote to approve. Motion adopted.

Council recessed at 9:02 p.m. and reconvened at 9:13 p.m.

#2017-218 - Approval of 2018 Recommended FTEs for the General Fund. Finance Director Renae Jimenez reported that a decrease in FTE's was incorporated into the FY 2017-2018 budget for a total count of 15.85352 to the General Fund and a cost savings of \$963,859.

The following people spoke:

- Jarret Daugherty, President of FOP #24 - opposed to reduction in Public Safety
- Phil Thomas, President of IAFF - opposed to reduction in Public Safety
- Jay Vavricek, 2729 Brentwood Blvd - opposed to reduction in Public Safety
- Vicki Duell, 2531 Jan Street – supported the Horticulturist position

- Kendall Bartling, 607 Plum Road - opposed to reduction in Public Safety
- Bruce Kuhl, 1912 No. Sherman - opposed to reduction in Public Safety

Human Resources Director Aaron Schmid stated the FTEs were not a part of the salary ordinance but were a part of the budget.

Motion by Paulick, second by Minton to postpone Resolution #2017-218 until the August 22, 2017 City Council meeting. Upon roll call vote, all voted aye. Motion adopted.

ADJOURNMENT: The meeting was adjourned at 10:15 p.m.

RaNae Edwards
City Clerk



City of Grand Island

Tuesday, August 22, 2017

Council Session

Item G-3

**#2017-222 - Approving Bid Award - Liquid Ortho-Polyphosphate
for Corrosion Control**

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

From: Timothy G. Luchsinger, Utilities Director
Stacy Nonhof, Assistant City Attorney/Purchasing

Meeting Date: August 22, 2017

Subject: Liquid Ortho-Polyphosphate for Corrosion Control

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

Background

The City was issued an Administrative Order by the Nebraska Health and Human Services on March 24, 1998, requiring compliance with the Lead and Copper Rule. Because City water was corrosive enough to leach copper from household plumbing and fixtures in excess of EPA limits, the order required the preparation of an Optimum Corrosion Control Treatment program (OCCT).

The OCCT program includes the addition of liquid ortho-polyphosphate solution to the source water to reduce the corrosiveness of the naturally occurring source water. The addition was implemented in May 2003. Subsequent testing of the water system indicates that the goal of reducing corrosiveness, and thus copper levels, to comply with the regulatory order has been achieved.

Discussion

The Utilities Department solicits bids annually for the treatment solution. The current contract to provide the additive for this year is completed. Therefore, specifications for the purchase of Liquid Ortho-Polyphosphate for Corrosion Control for another year were prepared and issued for bid. The specifications require a firm price for the product to maintain the guaranteed dose rate. Bids were publicly opened on August 3, 2017. Two bids were received as listed below. The bids were evaluated based upon the total cost to treat 4.5 billion gallons of water (a high estimate of annual treatment needed). The engineer's estimate for this project was \$175,000.00.

Bidder	Unit Price/gallon	Price/Million Gallons	Annual Cost
Carus Corporation, Inc.	\$4.7538	\$19.0152	\$ 85,568.40
Shannon Chemical Corp.	\$8.3700	\$33.4800	\$150,660.00

Department staff has reviewed the bids for compliance with the City's detailed specifications. The products proposed by the suppliers are similar in chemical composition, as well as with another product successfully used in the past. The current dosage rate has been approved as part of the OCCT and has proven to achieve compliance with State Health Department regulations. Based on using the same dosage rates, the current supplier, Carus Phosphates, is recommended as the low evaluated bidder.

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 purchase of Liquid Ortho-Polyphosphate for Corrosion Control be awarded to Carus Corporation, Inc. from Peru, Illinois, as the low responsive bidder, for a not-to-exceed price of \$19.0152.00 per million gallons of water treated; an annual amount estimate at \$85,568.40. The actual annual amount will depend on City water usage.

Sample Motion

Move to approve bid award for Liquid Ortho-Polyphosphate for Corrosion Control in the amount of \$19.0152 per million gallons of treated water, to Carus Corporation of Peru, Illinois.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: August 3, 2017 at 2:00 p.m.
FOR: Liquid Ortho-Polyphosphate for Corrosion Control
DEPARTMENT: Utilities
ESTIMATE: \$175,000.00
FUND/ACCOUNT: 525
PUBLICATION DATE: July 19, 2017
NO. POTENTIAL BIDDERS: 10

SUMMARY

Bidder:	<u>Shannon Chemical Corporation</u>	<u>Carus Corporation</u>
	Malvern, PA	Peru, IL
Bid Security:	Cashier's Check	International Fidelity Ins. Co.
Exceptions:	None	None
Unit Price Bid:	\$ 8.37	\$4.7538
Unit Cost of Treatment:	<u>\$33.48</u>	<u>\$19.0152</u>
Total Cost:	\$150,660.00	\$85,568.40

cc: Tim Luchsinger, Utilities Director
Stacy Nonhof, Purchasing Agent
Karen Nagel, Utilities Secretary

Renae Jimenez, Finance Director
Pat Gericke, Utilities Admin. Assist.
Scott Sekutera, Utilities Dept.

P1987

RESOLUTION 2017-222

WHEREAS, the City Water Department invited sealed bids for Liquid Ortho-Polyphosphate for Corrosion Control; and

WHEREAS, on August 3, 2017, bids were received, opened and reviewed; and

WHEREAS, Carus Phosphates, Inc., of Peru, Illinois, submitted a bid in accordance with the terms of the advertisement of bids and plans and specifications and all other statutory requirements contained therein, for a not to exceed price of \$19.0152 per million gallons of water treated, at an annual amount estimated at \$85,468.40 (the actual annual amount will depend on City water usage); and

WHEREAS, the bid of Carus Phosphates, Inc., is less than the estimate for Liquid Ortho-Polyphosphate for Corrosion Control.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Carus Phosphates, Inc., of Peru, Illinois, for a not to exceed price of \$19.0152 per million gallons of water treated, in an annual amount estimated at \$85,568.40, is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 22, 2017.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	▣ _____
August 18, 2017	▣ City Attorney



City of Grand Island

Tuesday, August 22, 2017

Council Session

Item G-4

#2017-223 - Approving Agreement for Transmission Operator Services

Staff Contact: Tim Luchsinger, Jerry Janulewicz

Council Agenda Memo

From: Timothy Luchsinger, Utilities Director
Jerry Janulewicz, City Attorney

Meeting: August 22, 2017

Subject: Transmission Operator Services Agreement

Presenter(s): Timothy Luchsinger, Utilities Director

Background

In 2007 the federal government began enforcing regulatory standards on electric utilities across the country. Applicable standards were determined by the various roles each utility played. Larger utilities with larger service areas and more transmission and generation assets were subject to a larger number of standards than smaller utilities.

Each utility was registered under certain functions such as Transmission Owner (TO), Transmission Operator (TOP), Generator Owner (GO), Generator Operator (GOP), etc. Since the Grand Island electric system utilizes a 115,000 volt transmission system, Grand Island Utilities was registered as a TO among other functions. However, Grand Island Utilities has not been registered as a TOP.

The TOP function requires a significant amount of man-hours and training as well as some sophisticated equipment to maintain compliance. In February of this year, Midwest Reliability Organization (MRO), informed Grand Island Utilities (GIUD) that they would require registration as a TOP by July 1, 2017 and be fully compliant within two years.

Discussion

GIUD began evaluating options for addressing this requirement. Implementing this function internally didn't appear to be feasible based upon the additional staff that would be required as well as the tight time-line that was being followed.

Volkman Consulting, a consultant that GIUD has contracted with for assistance with regulatory compliance, estimates an upfront cost of \$440,000 and four full time equivalents (FTEs) to implement this function internally.

Another option is to contract with a company that is already a registered TOP and has the necessary processes and procedures in place. Based upon the estimate by Volkman

Consulting and the concern about meeting the required timeline, it was decided to issue a Request for Proposal for the services. Three proposals were received on June 16th from Nebraska Public Power District (NPPD), Lincoln Electric System (LES) and Omaha Public Power District (OPPD). Proposals were evaluated on responsiveness, company experience, personnel experience and commercial terms. The evaluation determined that OPPD provided the best proposal with an upfront cost of approximately 15% of our internal cost and an annual price that is roughly 50% of what it would cost GIUD to perform this function internally.

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 Transmission Operator Services Agreement with Omaha Public Power District.

Sample Motion

Move to approve the Transmission Operator Services Agreement with Omaha Public Power District.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

**REQUEST FOR PROPOSAL
FOR
TRANSMISSION OPERATOR SERVICES**

RFP DUE DATE: June 16, 2017 at 4:00 p.m.

DEPARTMENT: Utilities

PUBLICATION DATE:

NO. POTENTIAL BIDDERS:

SUMMARY OF PROPOSALS RECEIVED

**Nebraska Public Power District
Doniphan, NE**

**Omaha Public Power District
Omaha, NE**

**Lincoln Electric System
Lincoln, NE**

cc: Tim Luchsinger, Utilities Director
Marlan Ferguson, City Administrator
Stacy Nonhof, Purchasing Agent

Pat Gericke, Utilities Admin. Assist.
Renae Griffiths, Finance Director
Travis Burdett, Assist. Utilities Director

P1978

RESOLUTION 2017-223

WHEREAS, in 2007 the federal government began enforcing regulatory standards on electric utilities across the country and applicable standards were determined by the various roles each utility played; and

WHEREAS, each utility was registered under certain functions and since Grand Island Utilities electric system utilizes a 115,000 volt transmission system, Grand Island Utilities was registered as a Transmission Owner; and

WHEREAS, in February of 2017, the Midwest Reliability Organization (MRO) informed Grand Island Utilities that they would be required to register as a Transmission Operator (TOP) by July 1, 2017 and be fully compliant within two years; and

WHEREAS, implementing this function internally would require an upfront cost of \$440,000.00 and four full time equivalents (FTEs) to implement this function internally; and

WHEREAS, another option is to contract with a company that is already a registered TOP; and

WHEREAS, GIUD issued a Request for Proposal for these services and three proposals were received on June 16, 2017; and

WHEREAS, proposals were evaluated on responsiveness, company experience, personnel experience and commercial terms; and

WHEREAS, Omaha Public Power District (OPPD) provided the best proposal with an upfront cost of approximately 15% of our internal cost and an annual price that is roughly 50% of what it would cost GIUD to perform this function internally.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Agreement for Transmission Operator Services between the Omaha Public Power District and Grand Island Utilities is approved, and the Mayor is hereby authorized to sign the Agreement on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 22 2017.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
August 18, 2017	☐ City Attorney



City of Grand Island

Tuesday, August 22, 2017

Council Session

Item G-5

#2017-224 - Approving Power Purchase Agreement with Sol Systems, LLC for a Pilot Solar Project

Staff Contact: Tim Luchsinger, Jerry Janulewicz

Council Agenda Memo

From: Tim Luchsinger, Utilities Director
Jerry Janulewicz, City Attorney

Meeting: August 22, 2017

Subject: Power Purchase Agreement with Sol Systems, LLC for a Pilot Solar Project

Presenter(s): Tim Luchsinger, Utilities Director

Background

State statute requires that public utilities in Nebraska provide its customers with adequate electric service at as low of an overall cost as possible, consistent with sound business practices. To do so, public utilities must look at long-term, in addition to immediate, issues in an overall context.

The Utilities Department has taken an approach in its energy supply strategy to incorporate multiple facilities using a blend of fuel sources. This allows flexibility in managing costs that can occur because of market conditions due to industry issues or environmental concerns. Energy supply planning must also take into account the long timeframes that are common in electric generation development, therefore, utilities plan for conditions projected at least five to ten years in the future, sometimes even longer.

Traditional energy sources in Nebraska have been based on coal because of the close proximity of mines in Wyoming and a robust railroad system through this area. These have been supplemented with hydro, natural gas and nuclear facilities, resulting in low cost power to Nebraska customers.

Due to developing environmental concerns, the State's utilities have been developing facilities with renewable energy sources, primarily wind generation because of its potential compared to solar or biofuels. Grand Island participated in some of these early projects on a minor basis to learn more of the details of wind generation costs and operational issues.

On May 8, 2012, Council approved a resolution to direct the Utilities Department to evaluate potential renewable energy projects and provide to Council recommendations for participation as needed to maintain a balanced energy portfolio.

Since that time, the City has entered into Power Purchase Agreements with developers for two projects, Prairie Breeze located at Elgin, and Prairie Hills at Callaway, for a total of 86 megawatts, or about 45 percent of Grand Island's annual energy requirements. As part of the Request for Proposals issued last summer for renewable energy that resulted in the selection of the Prairie Hills project, the Utilities Department also solicited solar projects that could be done on a pilot program basis, similar to the early wind projects, which would allow first-hand experience to solar generation costs and operational issues.

Discussion

Based on a matrix including company experience, economics, and commercial terms, the Department evaluation team selected Sol Systems, LLC as the best respondent to the RFP.

Sol Systems proposed a one megawatt facility to be constructed on utilities property at Museum Drive. In addition to Utilities and Legal Department staff, the City engaged the services of Fraser Stryker for legal counsel in the PPA negotiations with Prairie Hills, resulting in the final PPA enclosed for Council review under separate confidential cover.

The PPA includes a twenty-five year term, with an optional five year extension, with firm pricing for energy produced by the Project. The cost to the City is that for the actual energy produced and does not require any upfront capital cost or on-going operation and maintenance costs. Included in the energy transaction is the transfer to the City for Renewable Energy Credits (REC's) which are used by utilities to apply against any renewable energy requirements and may be bought or sold.

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 Power Purchase Agreement with Sol Systems, LLC for a Pilot Solar Project.

Sample Motion

Move to approve the Power Purchase Agreement with Sol Systems, LLC for a Pilot Solar Project.

Purchasing Division of Legal Department
INTEROFFICE MEMORANDUM



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

**REQUEST FOR PROPOSAL
FOR
RENEWABLE ENERGY SOURCES**

RFP DUE DATE: July 7, 2016 at 2:15 p.m.

DEPARTMENT: Utilities

PUBLICATION DATE: May 31, 2016

NO. POTENTIAL BIDDERS: 8

SUMMARY OF PROPOSALS RECEIVED

Aksamit Resource Management, LLC
Houston, TX

Sempra U.S. Gas & Power
San Diego, CA

Renewable Energy Systems Americas, Inc.
Broomfield, CO

Lincoln Clean Energy
Chicago, IL

BHE Renewables
Des Moines, IA

Turning Point Energy
Denver, CO

Exelon Generation
Chicago, IL

Bluestem Sandhills, LLC
Valentine, NE

Innovative Solar
Holdrege, NE

Sol Systems, LLC
Washington, DC

Tradewind Energy
Lenexa, KS

Invenergy
Chicago, IL

NextEra Energy Resources
Juno Beach, FL

Geronimo Energy
Edina, MN

cc: Tim Luchsinger, Utilities Director
Marlan Ferguson, City Administrator
Stacy Nonhof, Purchasing Agent

Pat Gericke, Utilities Admin. Assist.
Renae Griffiths, Finance Director

P1888

RESOLUTION 2017-224

WHEREAS, on May 8, 2012 Council approved a resolution to direct the Utilities Department to evaluate potential renewable energy projects and provide recommendations for participation as needed to maintain a balanced energy portfolio; and

WHEREAS, since that time, the City has entered into Power Purchase Agreements with two wind developers for a total of 86 megawatts, or about 45 percent of Grand Island's annual energy requirements; and

WHEREAS, the Utilities also solicited solar projects that could be done on a pilot program basis; and

WHEREAS, Sol Systems, LLC was chosen as the best respondent to the Request for Proposal with a proposed one megawatt facility for a Pilot Solar Project to be constructed on Utilities property.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Power Purchase Agreement with Sol Systems, LLC for a Pilot Solar Project is approved and that the Mayor is hereby authorized to sign the agreement on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 22, 2017.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
August 18, 2017	☐ City Attorney



City of Grand Island

Tuesday, August 22, 2017

Council Session

Item G-6

#2017-225 - Approving 2017 GIPD and HCSO Justice Assistance Grant (JAG) Application and Funding

Staff Contact: Robert Falldorf, Police Chief

Council Agenda Memo

From: Chief Robert Falldorf, Police Department

Meeting: August 22, 2017

Subject: Edward Byrne Memorial Justice Assistance Grant (JAG) 2017

Presenter(s): Robert Falldorf, Chief of Police

Background

The Grand Island Police Department and Hall County Sheriff's Department are eligible to receive Justice Assistance Grant money from the U.S. Department of Justice under the JAG offering in 2017. The total award for Grand Island-Hall County is in the amount of \$19,440.00. The monies may be spent over a two year period. The Grand Island Police Department will serve as the fiscal agency on this grant.

The Hall County Sheriff's Department is a disparate agency and will receive twenty five percent of the award totals. The grant will be shared; \$4,860.00 to Hall County and \$14,580.00 to the City of Grand Island.

The Department of Justice requires that recipient agencies identify how the funds will be used. The Police Department will use the funds to support our mobile video and computing systems in our patrol fleet as we have done for several years.

Discussion

There is a requirement that the applicant agency (Grand Island Police Department) make the grant application available for review by the governing body before application. The application deadline is June 26, 2017.

There is a federal mandate that requires a public review regarding the application process and disbursement of the JAG funds. This agenda item serves as the federal mandate.

The grant requires an MOU between the applicant (Grand Island) and any disparate agencies (Hall County). By definition, Hall County is a disparate agency eligible for funds.

Alternatives

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

1. Approve the application and suggested disbursement of JAG funds and the MOU.
2. Reject the application and use of JAG funds and MOU.

Recommendation

City Administration recommends that the Council approve the application and suggested disbursement as presented and the MOU.

Sample Motion

Move to approve the application and suggested disbursement of Justice Assistance Grant funding and the MOU between the City of Grand Island and Hall County.

Edward Byrne Memorial Justice Assistance Grant Program
Application #2017-H2101-NE-DJ
CFDA Number: 16.738

THE STATE OF NEBRASKA

COUNTY OF HALL

MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF GRAND ISLAND, NEBRASKA
AND COUNTY OF HALL, NEBRASKA

2017 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This agreement is made and entered into this 7th day of August, 2017, by and between The County of Hall, acting by and through its governing body, The Hall County Board of Supervisors, hereinafter referred to as COUNTY, and the CITY of Grand Island, acting by and through its governing body, the City Council, hereinafter referred to as CITY, both of Hall County, State of Nebraska, witnesseth:

WHEREAS, the City and County may apply for a direct award from the Justice Assistance Grant Program in the amount of \$19,440.00 and the City shall act as fiscal agent for this award and file the joint application on behalf of the City and County: and

WHEREAS, each governing body, in performing governmental functions or in paying the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party: and

WHEREAS, each governing body finds that the performance of this agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or function under this agreement: and

WHEREAS, the CITY agrees to provide the COUNTY 25% of the award, \$4,860.00 from the \$19,440.00 JAG award: and

WHEREAS, the CITY and COUNTY believe it to be in their best interests to reallocate the JAG funds.

NOW THEREFORE, the COUNTY and CITY agree as follows:

Section 1.

CITY agrees to pay COUNTY a total of 25% (\$4,860.00) of the 2017 JAG funds (\$19,440.00)

CFDA NUMBER: 16.738 Application #2017-H2101-NE-DJ

Section 2.

COUNTY agrees to use the \$4,860.00 of the 2017 JAG funds by 9-30-2020.

Section 3.

Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

CITY OF GRAND ISLAND, NEBRASKA COUNTY OF HALL, NEBRASKA

Mayor date:

Board Chairperson date:

ATTEST:

City Clerk date:

County Clerk date:

RESOLUTION 2017-225

WHEREAS, the Grand Island Police Department has received notification that they are eligible to apply for \$19,440.00 in grant funds under the 2017 Byrne Justice Assistance (JAG) Program and the Hall County Sheriff's Department has been named as a disparate agency; and

WHEREAS the Grand Island Police Department as the applicant will act as the fiscal agent; and

WHEREAS, the Grand Island Police Department will be allocated \$14,580.00 of the grant funds; and

WHEREAS the Hall County Sheriff's Department will be allocated \$4,860.00 of the grant funds; and

WHEREAS, government review and public review was held on August 22, 2017, as required to discuss the proposed use of such funds; and

WHEREAS, a memorandum of understanding between the City of Grand Island and Hall County is required as part of the grant application.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that approval is hereby granted to enter into a memorandum of understanding (MOU) with Hall County for the application of 2017 Justice Assistance Grant (JAG) funding.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 22, 2017.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
August 18, 2017	☐ City Attorney



City of Grand Island

Tuesday, August 22, 2017

Council Session

Item G-7

#2017-226 - Approving Small Cell License and Pole Attachment Agreement with Verizon Wireless

Staff Contact: Jerry Janulewicz

Council Agenda Memo

From: Jerry Janulewicz, City Attorney

Meeting: August 22, 2017

Subject: Resolution and Proposed Agreement with Verizon Wireless, LLC

Presenter(s): Jerry Janulewicz, City Attorney

Background

Verizon Wireless, LLC, a limited liability registered to do business in Nebraska, has applied for approval to place a wireless antenna facility on a new city light pole located at the intersection of East Airport Road and North Shady Bend Road, near the NE National Guard Readiness Center and the Nebraska Army Aviation Support Facility. The agreement follows the basic format of agreements previously approved by council, which allow private attachments to city's utility poles, with some specific changes to this agreement that were the result of negotiations between the Verizon Wireless, LLC and city's legal and utilities departments.

Discussion

The proposed agreement includes a five-year term and provides that its attachments to the pole must meet safety and equipment requirements of the Utilities Department. Any additional attachments on cities poles will require separate applications from and agreements with Verizon Wireless.

Council is advised that the trend in wireless communications is toward smaller antennas, sometimes referred to as micro cells and distributed antenna systems, for both data backhaul and mobile voice/data services. This trend is fueled by ever-increasing demands for wireless access as well as the industry move toward 5G service, which will be needed to support new technologies such as autonomous cars and the "internet of things." Thus, pole attachment agreements with Verizon, Mobilitie, and others will become more commonplace.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the resolution.

Sample Motion

Move to approve Resolution #2017-226.

SMALL CELL LICENSE AND POLE ATTACHMENT AGREEMENT

THIS SMALL CELL LICENSE AND POLE ATTACHMENT AGREEMENT (the "Agreement") is dated as of _____, 20____ (the "Effective Date"), and entered into by and between the City of Grand Island, a political subdivision of the State of Nebraska (the "LICENSOR"), and Verizon Wireless (VAW) LLC, a Delaware limited liability company, d/b/a Verizon Wireless ("LICENSEE").

Recitals

A. WHEREAS, the LICENSOR is the owner of a Pole (as defined in §1.10, below) located in the Right-of-Way (as defined in §1.11 below) at the southeast corner of the intersection of E. Airport Road and N. Shady Bend Road, in the City of Grand Island, Nebraska; and

B. WHEREAS, Verizon Wireless (VAW) LLC, a Delaware limited liability company d/b/a Verizon Wireless, is duly authorized to transact business within the State of Nebraska; and

C. WHEREAS, LICENSEE desires to use space on LICENSOR's Pole located within said Right-of-Way for construction, operation and maintenance of its telecommunications antenna and associated equipment serving LICENSEE's wireless customers and utilizing Equipment (as defined in §1.6, below) permitted by the Federal Communications Commission ("FCC") and in accordance with FCC rules and regulations; and

D. WHEREAS, LICENSEE is willing to compensate the LICENSOR in exchange for a grant and right to use and physically occupy portions of LICENSOR's Pole located in said Right-of-Way.

Agreement

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to the following covenants, terms, and conditions:

1. **DEFINITIONS.** The following definitions shall apply generally to the provisions of this Agreement:

1.1 *Affiliate.* Affiliate means each person or entity which falls into one or more of the following categories: (a) each person or entity having, directly or indirectly, a controlling interest in LICENSEE; (b) each person or entity in which LICENSEE has, directly or indirectly, a controlling interest; or (c) each person or entity that, directly or indirectly, is controlled by a third party which also directly or indirectly controls LICENSEE. An "Affiliate" shall in no event mean any creditor of LICENSEE solely by virtue of its status as a creditor and which is not otherwise an Affiliate by reason of owning a controlling interest in, being owned by, or being under common ownership, common management, or common control with, LICENSEE.

1

City of Grand Island – Small Cell NE07 CNRA SC1-2 (GL# 412478)
CORE/0762186.2852/131467921.1

1.2 Assignment or Transfer. "Assignment" or "Transfer" means any transaction in which the rights and/or obligations held by LICENSEE under this Agreement are transferred, directly or indirectly, to a party other than an Affiliate. An "Assignment" shall not include a mortgage, pledge or other encumbrance as security for money owed.

1.3 City. "City" means the City of Grand Island, a municipality under the laws of the State of Nebraska.

1.4 Commence Installation. "Commence Installation" shall mean the date that LICENSEE commences to install its Equipment on LICENSOR'S Pole.

1.5 Commence Operation. "Commence Operation" shall mean the date that Equipment is installed and operational by LICENSEE pursuant to this Agreement.

1.6 Equipment. "Equipment" means the equipment cabinets, antennae, utilities and fiber optic cables, wires, and related equipment, as described or depicted in Attachment A hereto, that comprise a Small Cell installation.

1.7 Information Service. "Information Service" means the offering of a capability for generating, acquiring, storing, transforming, processing, retrieving, utilizing, or making available information via telecommunications, and includes electronic publishing, as the same may evolve over time.

1.8 Laws. "Laws" means any and all validly enacted and applicable statutes, constitutions, ordinances, resolutions, regulations, judicial decisions, rules, tariffs, administrative orders, certificates, orders, or other requirements of the LICENSOR or other governmental agency having joint or several jurisdiction over the parties to this Agreement as such laws may be amended from time to time.

1.9 Network. "Network" or collectively "Networks" means the telecommunication network operated by LICENSEE to serve its customers.

1.10 Pole. "Pole" shall mean the new light pole to be installed and owned by the LICENSOR, the location of which is described or depicted in Attachment B hereto together with lighting fixtures and electroliers located upon or attached thereto.

1.11 Right-of-Way. "Right-of-Way" or "ROW" means public property at the location described or depicted in Attachment B, including air space, dedicated, granted, held, or prescriptively used, or as authorized by patent of the United States of America, for LICENSOR's public street and public utility purposes, except as limited by any underlying grant, including rights-of-way granted by the United States Bureau of Land Management, United States Bureau of Reclamation or the Nebraska Department of Roads.

1.12 *Small Cell.* “Small Cell” shall mean the Equipment attached to LICENSOR’S Pole that comprises part of the Network operated by LICENSEE for the provision of Telecommunications Services.

1.13 *Telecommunications Services.* “Telecommunications Services” or “Services” has the same meaning as that term is defined in the United States Code, 47 U.S.C. 153 (53) or any other use authorized by and licensed to LICENSEE by the FCC.

2. TERM. The initial term of this Agreement shall be for a period of five (5) years (the “Initial Term”), commencing on the first day of the month following the date LICENSEE has Commenced Installation of its Equipment on the Pole (the “Agreement Commencement Date”) and ending on the fifth anniversary thereof, unless sooner terminated as stated herein. LICENSOR and LICENSEE shall acknowledge in writing the Agreement Commencement Date (the “Acknowledgement”). This Agreement shall be automatically renewed for one (1) successive five (5) year renewal term (a “Renewal Term”), unless LICENSOR notifies the LICENSEE in writing of LICENSOR’s intent not to renew this Agreement at least thirty (30) days prior to the expiration of the Initial Term. The Initial Term and Renewal Term shall be collectively referred to herein as the “Term.”

3. REPRESENTATION CONCERNING SERVICES; TERMINATION WITHOUT CAUSE. At any time that LICENSEE ceases to operate as a provider of Telecommunications Services under Federal law, the LICENSOR shall have the option, in its sole discretion and upon six months’ written notice to LICENSEE, to terminate this Agreement and to require the removal of LICENSEE’s Equipment from the ROW and Pole, including the cost of any site remediation, at no cost to the LICENSOR, without any liability to LICENSEE related directly or indirectly to such termination.

4. SCOPE OF AGREEMENT. Any and all rights expressly granted to LICENSEE under this Agreement, which shall be exercised at LICENSEE’s sole cost and expense, shall be subject to the prior and continuing right of the LICENSOR under applicable Laws to use any and all parts of the ROW exclusively or concurrently with any other person or entity and shall be further subject to all deeds, easements, dedications, conditions, covenants, restrictions, encumbrances, and claims of title of record which may affect the ROW as of the date of this Agreement. It is the intent of the parties that this Agreement conform in all respects to the Laws, particularly those relating to the access and use of Rights-of-Way by Telecommunications Service providers, including, without limitation, those Telecommunications Service providers utilizing Small Cell technology and small wireless facilities. No provision of this Agreement shall apply to any circumstance in which such application shall be unlawful under superseding federal or state law.

4.1 Attachment to Pole. LICENSEE will submit to LICENSOR’s Public Works Director and Utilities Director for approval a proposed design for the proposed Small Cell installation that will include Equipment and any new Pole to be installed by LICENSOR.

4.1.1 Subject to the conditions herein, the LICENSOR hereby authorizes and permits LICENSEE to enter upon the ROW, and to locate, place, attach, install,

operate, maintain, control, remove, reattach, reinstall, relocate, and replace Equipment in or on the Pole and in the ROW for the purposes of operating the Small Cell equipment in conjunction with the Network and providing Telecommunications Services.

4.1.2 LICENSEE shall power its Equipment by using a separate, metered power source that services LICENSEE'S equipment. All electrical work and installations related to electric power shall be performed by a licensed contractor that is approved by the LICENSOR and in a manner that is approved by the LICENSOR. LICENSEE's metered power consumption shall be billed monthly directly by LICENSOR to LICENSEE, LICENSEE shall pay LICENSOR directly for its power consumption. All invoices for power consumption shall be sent by LICENSOR to LICENSEE at M/S 3846, P.O. Box 2375, Spokane, WA 99210-2375, or sent by electronic delivery by email to livebills@ecova.com, or such other physical or email address as directed by LICENSEE in writing, and LICENSEE shall pay the LICENSOR within thirty (30) days after receipt of such invoice. LICENSEE shall be permitted at any time during the Term, to install, maintain and/or provide access to and use of, as necessary (during any power interruption to the Pole), a temporary emergency power source, and all related equipment and appurtenances within or adjacent to the Pole to the extent LICENSOR has the authority to permit the installation of a temporary emergency power source. Such temporary emergency power installation and power sources shall be in compliance with all applicable Laws. Notwithstanding the foregoing, no interruption or discontinuance of such electrical power will render LICENSOR liable to LICENSEE for damages or relieve LICENSEE of any of its obligations hereunder.

4.1.3 An application for the attachment of Equipment to the Pole may only be denied if the proposed Equipment does not meet applicable Laws including those related to telecommunications facilities, construction in public rights-of-way, building codes, electrical codes, or related standards. LICENSOR shall document the basis for any denial, including the specific provisions of the Laws on which the denial was based, and send the documentation to the LICENSEE on or before the day that it denies an application. LICENSEE may cure any deficiencies identified by the LICENSOR and resubmit an application within thirty (30) days of the date of any denial without paying an additional application fee.

4.1.4 If the Pole is at any time structurally inadequate to accommodate LICENSEE's Equipment, at its sole election LICENSEE shall either terminate this Agreement upon written notice to LICENSOR or, at its sole cost and expense, reimburse LICENSOR for the cost of the acquisition and installation of a replacement Pole (a "Replacement Pole") with one that is acceptable to and approved by the LICENSOR.

4.1.5 In the event of an emergency or to protect the public health or safety, prior to the LICENSOR accessing or performing any work on the Municipal Facility on

which LICENSEE has installed Equipment, the LICENSOR may require LICENSEE to deactivate such Equipment if any of LICENSOR's employees or agents must move closer to the Equipment than the recommended one foot minimum distance. In such case, LICENSOR will contact LICENSEE at the contact telephone number referenced in §14.3 herein to request immediate deactivation.

4.2 Access. Subject to §6.10 of this Agreement, the LICENSOR hereby authorizes and permits LICENSEE to enter upon the ROW and to attach, install, operate, maintain, remove, reattach, reinstall, relocate, and replace the Equipment in or on the Pole.

4.3 No Interference. LICENSEE in the performance and exercise of its rights and obligations under this Agreement shall not interfere in any manner with the existence and operation of any and all public and private rights-of-way, sanitary sewers, water mains, storm drains, gas mains, poles, aerial and underground electrical and telephone wires, traffic signals, communication facilities owned by the LICENSOR, electroliers, cable television, location monitoring services, public safety and other then existing telecommunications equipment, utility, or municipal property, without the express written approval of the owner or owners of the affected property or properties, except as permitted by applicable Laws or this Agreement. In the event any LICENSEE Equipment causes such interference, and after LICENSOR has notified LICENSEE of the interference by a written communication and a call to LICENSEE's Network Operations Center ("NOC") (at (800) 224-6620), LICENSEE will take all commercially reasonable steps necessary to correct and eliminate the interference including, but not limited to, at LICENSEE's option, powering down the interfering equipment and later powering up the interfering equipment for intermittent testing. The LICENSOR agrees that the any other tenants, licensees, or users of the ROW who currently have or in the future take possession of space within the ROW within three hundred feet (300') of the LICENSEE Equipment will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing Equipment of LICENSEE.

4.4 Permits; Default. Whenever LICENSEE is in default of this Agreement, after notice and applicable cure periods provided under §11, in any of its obligations under this Agreement, the LICENSOR may elect to terminate this Agreement.

4.5 Compliance with Laws. LICENSEE shall comply with all applicable Laws in the exercise and performance of its rights and obligations under this Agreement.

4.6 No Authorization to Provide Other Services. LICENSEE represents, warrants and covenants that its Equipment installed pursuant to this Agreement will be utilized solely for providing the Information Services and Telecommunications Services identified herein and provided over the Network, and LICENSEE is not authorized to and shall not use its Equipment to offer or provide any other services not specified herein.

4.7 Nonexclusive Use Rights. Notwithstanding any other provision of this Agreement, any and all rights expressly or impliedly granted to LICENSEE under this Agreement shall be non-exclusive, and shall be subject and subordinate to (1) the continuing right of the LICENSOR to use, and to allow any other person or persons to use, any and all parts of the ROW or Pole, exclusively or concurrently with any other person or persons; (2) the public easement for streets and any and all other deeds, easements, dedications, conditions, covenants, restrictions, encumbrances and claims of title (collectively, "Encumbrances") which may affect the ROW or Pole now or at any time during the term of this Agreement, including, without limitation any Encumbrances granted, created or allowed by the LICENSOR at any time; and (3) LICENSOR's municipal codes and fees as then in effect.

5. COMPENSATION. LICENSEE shall be solely responsible for the payment of all lawful fees in connection with LICENSEE's performance under this Agreement, including those set forth below.

5.1 Attachment Fee. In order to compensate the LICENSOR for LICENSEE's entry upon and deployment of Equipment on the Pole, LICENSEE shall at the commencement this Agreement pay to the LICENSOR, and on an annual basis thereafter, an annual pole attachment fee at the rate and amount as set annually pursuant to LICENSOR's Fee Schedule Ordinance. For the period of October 1, 2016 to September 30, 2017, or any part thereof, the annual pole attachment fee for the Pole shall be Six Dollars (\$6.00) (the "Rent").

LICENSEE shall make the first payment of Rent within sixty (60) days of the full execution of the Acknowledgement. Thereafter, Rent at the rate set by LICENSOR'S then current Fee Schedule Ordinance shall be paid on or before October 1 of each year during the Term; provided, however, LICENSOR shall provide LICENSEE with at least ninety (90) days prior written notice of any adjustment to Rent pursuant to the Fee Schedule Ordinance, delivered in accordance with §10.1 of this Agreement. In the event such notice is delivered less than ninety (90) days before October 1 and LICENSEE's annual Rent payment is not made at the adjusted amount, LICENSEE shall pay the difference within sixty (60) days of LICENSEE's receipt of such notice, or shall be entitled to a credit against the next annual Rent payment, as applicable. Absent such notice, LICENSEE shall pay Rent for the then-current year in the same amount as the Rent payable for the immediately preceding year.

For any party to whom Rent payments are to be made, LICENSOR or any successor in interest of LICENSOR hereby agrees to provide to LICENSEE (i) a completed, current version of Internal Revenue Service Form W-9, or equivalent; (ii) complete and fully executed state and local withholding forms, if required; and (iii) other documentation to verify LICENSOR's or such other party's right to receive Rent as is reasonably requested by LICENSEE. Rent shall accrue in accordance with this Agreement, but LICENSEE shall have no obligation to deliver Rent payments until the requested documentation has been received by LICENSEE. Upon receipt of the requested documentation, LICENSEE shall deliver the accrued Rent payments as directed by LICENSOR.

5.2 Business License Fee/Other Fees/Rent Tax. The Attachment Fee in §5.1 of this §5 includes any fees for access to the ROW, use of the ROW, and attachments of the Small Cell to the Pole. The Attachment Fee does not include license or occupation tax imposed by the LICENSOR upon telecommunication providers as authorized by Nebraska statutes, nor other fees or taxes that may be levied or imposed under applicable state or federal law.

5.3 Payment. The Rent shall be paid by check made payable to LICENSOR and mailed or delivered to the LICENSOR at the address provided for in §10.1 below. The place and time of payment may be changed at any time by LICENSOR upon thirty (30) days' written notice to LICENSEE. Mailed payments shall be deemed paid upon the date such payment is officially postmarked by the United States Postal Service. If postmarks are illegible to read, the payment shall be deemed paid upon actual receipt.

Notwithstanding the foregoing, upon agreement of the parties, LICENSEE shall pay Rent by electronic funds transfer in the event LICENSOR provides to LICENSEE bank routing information for such purpose.

5.4 Delinquent Payment. If LICENSEE fails to pay any amounts due pursuant to this Agreement within forty-five (45) days from the due date, LICENSEE will pay, in addition to the unpaid fees, a sum of money equal to two percent (2%) of the amount due, including penalties and accrued interest, for each month and/or fraction thereof during which the payment is due and unpaid.

5.5 Additional Remedies. The remedy provisions set forth in §5.4 above are not exclusive, and do not preclude the LICENSOR from pursuing any other or additional remedy in the event that payments become overdue by more than forty-five (45) days.

6. CONSTRUCTION. LICENSEE shall comply with all Laws related to the construction, installation, operation, maintenance, and control of LICENSEE's Equipment installed in the ROW and on the Pole. Except as otherwise provided herein, LICENSEE shall not attach, install, maintain, or operate any Equipment in or on the ROW and/or on the Pole without the prior written approval of LICENSOR's Public Works Director and Utilities Director.

6.1 Commencement of Installation and Operation. LICENSEE shall Commence Installation of its Small Cell approved by the LICENSOR no later than eighteen (18) months after the LICENSOR'S issuance of its written approval for LICENSEE to Commence Installation, and shall Commence Operation no later than six (6) months after LICENSEE Commences Installation, which such dates may be delayed due to any force majeure event. Failure of LICENSEE to Commence Installation or Commence Operation of the Small Cell as provided above shall permit LICENSOR to terminate this Agreement upon ninety (90) days notice to LICENSEE unless within such ninety (90) day period, LICENSEE shall Commence Installation or Commence Operation, as applicable. Notwithstanding the foregoing, LICENSEE's obligations under this §6.1 shall be

conditioned upon LICENSEE's completion of its due diligence with regard to the Small Cell location and/or Municipal Facility.

6.2 Obtaining Required Permits. The attachment, installation, or location of the Equipment in the ROW may require governmental permits, such as excavation permits, building permits, and traffic control permits. Subject to the limitations of §5.2, LICENSEE shall apply for the appropriate permits and pay any standard and customary permit fees.

6.3 Relocation and Displacement of Equipment. LICENSEE understands and acknowledges that LICENSOR may require LICENSEE to relocate its Equipment installation. LICENSEE shall at LICENSOR's direction and upon one hundred eighty (180) days prior written notice to LICENSEE, relocate such Equipment at LICENSEE's sole cost and expense whenever LICENSOR reasonably determines that the relocation is needed for any of the following purposes: (a) if required for the construction, modification, completion, repair, relocation, or maintenance of a LICENSOR or other public agency project; (b) because the Equipment is interfering with or adversely affecting proper operation of LICENSOR-owned Poles, traffic signals, communications, or other Pole; or (c) to protect or preserve the public health or safety. If LICENSEE shall fail to relocate any Equipment as requested by the LICENSOR in accordance with the foregoing provision, LICENSOR shall be entitled to remove or relocate the Equipment at LICENSEE's sole cost and expense, without further notice to LICENSEE. LICENSEE shall pay to the LICENSOR actual costs and expenses incurred by the LICENSOR in performing any removal work and any storage of LICENSEE's property after removal within thirty (30) days of the date of a written demand for this payment from the LICENSOR. To the extent the LICENSOR has actual knowledge thereof, the LICENSOR will attempt promptly to inform LICENSEE of the displacement or removal of the Pole. If the Pole is damaged or downed for any reason, and as a result is not able to safely hold the Equipment, the LICENSOR will have no obligation to repair or replace the Pole for the use of LICENSEE's Equipment. LICENSEE shall bear all risk of loss as a result of damaged or downed Pole pursuant to §6.8 below, and may choose to replace such Pole pursuant to the provisions of §4.1.4 above.

6.4 Relocations at LICENSEE's Request. In the event LICENSEE desires to relocate the Equipment from the Pole to another pole owned by LICENSOR, LICENSEE shall so advise LICENSOR. LICENSOR will promptly then advise LICENSEE of any alternative pole it would have available, if any, for use in accordance with and subject to the terms and conditions of this Agreement.

6.5 Damages Caused by LICENSEE. LICENSEE shall, at its sole cost and expense and to the satisfaction of the LICENSOR: (a) remove, repair or replace any of its Equipment that is damaged or becomes detached; and/or (b) repair any damage to ROW, Pole or other property, whether public or private, caused by LICENSEE, its agents, employees or contractors in their actions relating to attachment, operation, repair or maintenance of Equipment. If LICENSEE does not remove, repair or replace such damage to its Equipment or to ROW, Pole or other property, the LICENSOR shall have

the option, upon thirty (30) days' prior written notice to LICENSEE, to perform or cause to be performed the removal of the damaged Equipment, or the removal, repair or replacement of the ROW or Pole, on behalf of LICENSEE and shall charge LICENSEE for the actual costs incurred by the LICENSOR. If such damage causes a public health or safety emergency, as reasonably determined by the LICENSOR, the LICENSOR may immediately perform reasonable and necessary repair or removal work on behalf of LICENSEE and will notify LICENSEE as soon as practicable; provided, such repair work may only involve reattachment of LICENSEE's Equipment to a Pole or repair of the Pole itself, and shall not include any technical work on LICENSEE's Equipment. Upon the receipt of a demand for payment by the LICENSOR, LICENSEE shall within thirty (30) days of such receipt reimburse the LICENSOR for such costs. The terms of this provision shall survive the expiration, completion or earlier termination of this Agreement.

6.6 Changes in Equipment. If LICENSEE proposes to install Equipment which is different in any material way from the then-existing and approved Equipment, then LICENSEE shall first obtain the written approval for the use and installation of the unauthorized Equipment from LICENSOR's Public Works Director and Utilities Director. In addition to any other submittal requirements, and if requested by LICENSOR, LICENSEE shall provide "load" (structural) calculations for the Pole. Notwithstanding the foregoing, LICENSEE may modify its Equipment with like kind or similar Equipment without prior written approval of the LICENSOR.

6.7 Termination. LICENSEE shall have the right to terminate this Agreement on thirty (30) days notice to the LICENSOR. In the event of such termination, LICENSEE shall remove its Equipment in accordance with §6.8 below and LICENSOR shall retain any Rent paid to such date.

6.8 Removal of Equipment. Within sixty (60) days after the expiration or earlier termination of this Agreement, LICENSEE shall promptly, safely and carefully remove the Equipment from the Pole and ROW. Such obligation of LICENSEE shall survive the expiration or earlier termination of this Agreement. If LICENSEE fails to complete this removal work pursuant to this Section, then the LICENSOR, upon written notice to LICENSEE, shall have the right at the LICENSOR's sole election, but not the obligation, to perform this removal work and charge LICENSEE for the actual costs and expenses, including, without limitation, reasonable administrative costs. LICENSEE shall pay to the LICENSOR actual costs and expenses incurred by the LICENSOR in performing any removal work and any storage of LICENSEE's property after removal within thirty (30) days of the date of a written demand for this payment from the LICENSOR. After the LICENSOR receives the reimbursement payment from LICENSEE for the removal work performed by the LICENSOR, the LICENSOR shall promptly make available to LICENSEE the property belonging to LICENSEE and removed by the LICENSOR pursuant to this Section at no liability to the LICENSOR. If the LICENSOR does not receive reimbursement payment from LICENSEE within such thirty (30) days, or if LICENSOR does not elect to remove such items at the LICENSOR's cost after LICENSEE's failure to so remove pursuant to this Section, or if LICENSEE does not

remove LICENSEE's property within thirty (30) days of such property having been made available by the LICENSOR after LICENSEE's payment of removal reimbursement as described above, any items of LICENSEE's property remaining on or about the ROW, Pole, or stored by the LICENSOR after the LICENSOR's removal thereof may, at the LICENSOR's option, be deemed abandoned and the LICENSOR may dispose of such property in any manner by Law. Alternatively, the LICENSOR may elect to take title to abandoned property, provided that LICENSEE shall submit to the LICENSOR an instrument satisfactory to the LICENSOR transferring to the LICENSOR the ownership of such property. The provisions of this Section shall survive the expiration or earlier termination of this Agreement.

6.9 Risk of Loss. LICENSEE acknowledges and agrees that LICENSEE, subject to the terms of this Agreement, bears all risks of loss or damage or relocation or replacement of its Equipment and materials installed in the ROW or on the Pole pursuant to this Agreement from any cause, and the LICENSOR shall not be liable for any cost of replacement or of repair to damaged Equipment, including, without limitation, damage caused by the LICENSOR's removal of the Equipment, except to the extent that such loss or damage was caused by the willful misconduct or negligence of the LICENSOR, including, without limitation, each of its elected officials, department directors, managers, officers, agents, employees, and contractors, subject to the limitation of liability provided in §7.2 below.

6.10 Access. Prior to LICENSEE accessing its Equipment for non-emergency purposes at any time, LICENSEE shall provide telephonic notice to the City of Grand Island, Utilities Department. In the event of an emergency at any time, LICENSEE will, if time permits, attempt to provide prior telephonic notice to the City of Grand Island Utilities Department. In the event LICENSEE is unable to provide such notice, LICENSEE will notify the City of Grand Island Utilities Department following such access.

7. INDEMNIFICATION AND WAIVER. LICENSEE agrees to indemnify, defend, protect, and hold harmless the LICENSOR, its commission members, officers, and employees from and against any and all claims, demands, losses, including Pole warranty invalidation, damages, liabilities, fines, charges, penalties, administrative and judicial proceedings and orders, judgments, and all costs and expenses incurred in connection therewith, including reasonable attorney's fees and costs of defense (collectively, the "Losses") directly or proximately resulting from LICENSEE's activities undertaken pursuant to this Agreement, except to the extent arising from or caused by the negligence or willful misconduct of the LICENSOR, its mayor, council members, officers, employees, agents, or contractors.

7.1 Waiver of Claims. LICENSEE waives any and all claims, demands, causes of action, and rights of any kind or nature it may assert against the LICENSOR its mayor, council members, officers, and employees on account of any loss, damage, or injury to any Equipment or any loss or degradation of the Telecommunications Services or Information Services.

7.2 Limitation on Consequential Damages. Neither party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

8. SECURITY FOR PERFORMANCE. Before any construction begins in the ROW by LICENSEE, and if requested by LICENSOR, LICENSEE shall provide the LICENSOR with performance bonds, and if considered necessary by the LICENSOR, payment bonds, in amounts equal to the full amount of the written construction contract pursuant to which such construction is to be done. The payment bond shall be solely for the protection of claimants supplying labor or materials for the required construction work and the performance bond shall be solely for the protection of the LICENSOR, conditioned upon the faithful performance of the required construction work. Bonds shall be executed by a surety company duly authorized to do business in Nebraska, and acceptable to the LICENSOR and shall be kept in place for the duration of the work.

9. INSURANCE. LICENSEE shall obtain and maintain at all times during the term of this Agreement Commercial General Liability insurance with a limit of \$1,000,000 per occurrence for bodily injury and property damage and \$2,000,000 general aggregate including premises-operations, contractual liability, personal injury and products completed operations; and Commercial Automobile Liability insurance covering all owned non-owned and hired vehicles with a limit of \$1,000,000 each accident for bodily injury and property damage. The Commercial General Liability insurance policy shall include the LICENSOR, its mayor, council members, officers, and employees as additional insured as respects any covered liability arising out of LICENSEE's performance of work under this Agreement. Coverage shall be in an occurrence form and in accordance with the limits and provisions specified herein. Upon receipt of notice from its insurer LICENSEE shall use commercially reasonable efforts to provide the LICENSOR with thirty (30) days prior written notice of cancellation. LICENSEE shall be responsible for notifying the LICENSOR of such change or cancellation.

9.1 Filing of Certificates and Endorsements. Prior to the commencement of any work pursuant to this Agreement, LICENSEE shall file with the LICENSOR the required certificate(s) of insurance with blanket additional insured endorsements, which shall state the following:

(a) the policy number; name of insurance company; name and address of the agent or authorized representative; name and address of insured; project name; policy expiration date; and specific coverage amounts;

(b) that LICENSEE's Commercial General Liability insurance policy is primary as respects any other valid or collectible insurance that the LICENSOR may possess, including any self-insured retentions the LICENSOR may have; and any other insurance the LICENSOR does possess shall be considered excess insurance only and shall not be required to contribute with this insurance; and

- (c) that LICENSEE's Commercial General Liability insurance policy waives any right of recovery the insurance company may have against the LICENSOR.

The certificate(s) of insurance with endorsements and notices shall be mailed to the LICENSOR at the address specified in §10.1 below.

9.2 Workers' Compensation Insurance. LICENSEE shall obtain and maintain at all times during the term of this Agreement statutory workers' compensation and employer's liability insurance in an amount not less than \$1,000,000 and shall furnish the LICENSOR with a certificate showing proof of such coverage.

9.3 Insurer Criteria. Any insurance provider of LICENSEE shall be admitted and authorized to do business in the State of Nebraska and shall carry a minimum rating assigned by *A.M. Best & Company's Key Rating Guide* of "A" Overall and a Financial Size Category of "VII."

9.4 Severability of Interest. "Severability of interest" or "separation of insureds" clauses shall be made a part of the Commercial General Liability and Commercial Automobile Liability policies.

10. NOTICES.

10.1 Method and Delivery of Notices. All notices which shall or may be given pursuant to this Agreement shall be in writing and delivered personally or transmitted (a) through the United States mail, by registered or certified mail, postage prepaid; or (b) by means of prepaid overnight delivery service, addressed as follows:

if to the LICENSOR:
City of Grand Island
Attention: Utilities Director
P.O. Box 1968
Grand Island, NE 68802

if to LICENSEE:
Verizon Wireless (VAW) LLC
d/b/a Verizon Wireless
Attention: Network Real Estate
180 Washington Valley Road
Bedminster, New Jersey 07921

10.2 Date of Notices; Changing Notice Address. Notices shall be deemed given upon receipt in the case of personal delivery, three (3) days after deposit in the mail, or the next business day in the case of commercial courier, or overnight delivery. Either party may from time to time designate any other address for this purpose by written notice to the other party delivered in the manner set forth above.

11. DEFAULT; CURE; REMEDIES; LIQUIDATED DAMAGES.

11.1 LICENSEE Default and Notification. Except for causes beyond the reasonable control of LICENSEE, if LICENSEE fails to comply with any of the conditions and obligations imposed hereunder, and if such failure continues for more than thirty (30) days after written demand from the LICENSOR to commence the correction of such noncompliance on the part of LICENSEE, the LICENSOR shall have the right to revoke and terminate this Agreement, in addition to any other rights or remedies set forth in this Agreement or provided by Law.

11.2 LICENSOR Default and Notification. Except for causes beyond the reasonable control of LICENSOR, if LICENSOR breaches any covenant or obligation of LICENSOR under this Agreement in any manner, and fails to cure such breach within thirty (30) days after receiving written notice from LICENSEE specifying the violation, then LICENSEE may enforce any and all of its rights and/or remedies provided under this Agreement.

11.3 Cure Period. If the nature of the violation is such that it cannot be fully cured within thirty (30) days due to circumstances not under the defaulting party's control, the period of time in which the defaulting party may cure the violation shall be extended for such additional time reasonably necessary to complete the cure, provided that: (a) the defaulting party has promptly begun to cure; and (b) the defaulting party is diligently pursuing its efforts to cure. The non-defaulting party may not maintain any action or effect any remedies for default against the defaulting party unless and until the defaulting party has failed to cure the breach within the time periods provided herein.

12. ASSIGNMENT. This Agreement shall not be assigned by LICENSEE without the express written consent of the LICENSOR, which consent shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, the transfer of the rights and obligations of LICENSEE to an Affiliate or to any entity which acquires all or substantially all of LICENSEE's assets in the market defined by the FCC in which the ROW is located by reason of a merger, acquisition or other business reorganization (collectively, "Exempted Transfers") shall not require the consent of the LICENSOR.

13. RECORDS; AUDITS.

13.1 Records Required by Applicable Laws. LICENSEE will maintain complete records with respect to the Small Cell pursuant to all applicable Laws.

13.2 Additional Records. The LICENSOR may require such additional reasonable non-confidential information, records, and documents from LICENSEE from time to time as are appropriate in order to reasonably monitor compliance with the terms of this Agreement.

13.3 Production of Records. LICENSEE shall provide such records within thirty (30) days of a request by the LICENSOR for production of the same unless additional time is reasonably needed by LICENSEE, in which case, LICENSEE shall have such reasonable time as needed for the production of the same. If any person other than LICENSEE maintains records on LICENSEE's behalf, LICENSEE shall be responsible for making such records available to the LICENSOR for auditing purposes pursuant to this Section.

14. MISCELLANEOUS PROVISIONS. The provisions that follow shall apply generally to the obligations of the parties under this Agreement.

14.1 Waiver of Breach. The waiver by either party of any breach or violation of any provision of this Agreement shall not be deemed to be a waiver or a continuing waiver of any subsequent breach or violation of the same or any other provision of this Agreement.

14.2 Severability of Provisions. If any one or more of the provisions of this Agreement shall be held by a court of competent jurisdiction in a final judicial action to be void, voidable, or unenforceable, such provision(s) shall be deemed severable from the remaining provisions of this Agreement and shall not affect the legality, validity, or constitutionality of the remaining portions of this Agreement. Each party hereby declares that it would have entered into this Agreement and each provision hereof regardless of whether any one or more provisions may be declared illegal, invalid, or unconstitutional.

14.3 Contacting LICENSEE. LICENSEE shall be available to the staff employees of any LICENSOR department having jurisdiction over LICENSEE's activities twenty-four (24) hours a day, seven (7) days a week, regarding problems or complaints resulting from the attachment, installation, operation, maintenance, or removal of the Equipment. The LICENSOR may contact by telephone the LICENSEE network control center operator at telephone number (800) 264-6620 regarding such problems or complaints.

14.4 Governing Law; Jurisdiction. This Agreement shall be governed and construed by and in accordance with the laws of the State of Nebraska, without reference to its conflicts of law principles. Any litigation concerning this Agreement shall be conducted in either the State Courts located in Hall County, Nebraska, or the Federal District Court for the District of Nebraska, and each party consents to jurisdiction and venue in any such court.

14.5 Consent Criteria. In any case where the approval or consent of one party hereto is required, requested or otherwise to be given under this Agreement, such party shall not unreasonably delay, condition, or withhold its approval or consent.

14.6 Representations and Warranties. Each of the parties to this Agreement represents and warrants that it has the full right, power, legal capacity, and authority to enter into and perform the party's respective obligations hereunder and that such obligations shall be binding upon such party without the requirement of the approval or consent of any other person or entity in connection herewith, except as provided in §6.2

above. This Agreement shall not be revocable or terminable except as expressly permitted herein.

14.7 Amendment of Agreement. This Agreement may not be amended except pursuant to a written instrument signed by both parties.

14.8 Entire Agreement. This Agreement contains the entire understanding between the parties with respect to the subject matter herein. There are no representations, agreements, or understandings (whether oral or written) between or among the parties relating to the subject matter of this Agreement which are not fully expressed herein. In witness whereof, and in order to bind themselves legally to the terms and conditions of this Agreement, the duly authorized representatives of the parties have executed this Agreement as of the Effective Date.

14.9 Public Records. LICENSEE acknowledges that information submitted to the LICENSOR may be open to public inspection and copying as required under state law. LICENSEE may identify information, such as trade secrets, proprietary financial records, customer information or technical information, submitted to the LICENSOR as confidential. LICENSEE shall prominently mark any information for which it claims confidentiality with the word "Confidential" on each page of such information prior to submitting such information to the LICENSOR. The LICENSOR shall treat any information so marked as confidential until the LICENSOR receives any request for disclosure of such information. Within five (5) working days of receiving any such request, the LICENSOR shall provide LICENSEE with written notice of the request, including a copy of the request. LICENSEE shall have fifteen (15) working days within which to provide a written response to the LICENSOR, before the LICENSOR will disclose any of the requested confidential information. The LICENSOR retains the final discretion to determine whether to release the requested confidential information, in accordance with applicable laws.

14.10 Non-Exclusive Remedies. No provision in this Agreement made for the purpose of securing enforcement of the terms and conditions of this Agreement shall be deemed an exclusive remedy or to afford the exclusive procedure for the enforcement of said terms and conditions, but the remedies herein provided are deemed to be cumulative.

14.11 No Third-Party Beneficiaries. It is not intended by any of the provisions of this Agreement to create for the public, or any member thereof, a third-party beneficiary right or remedy, or to authorize anyone to maintain a suit for personal injuries or property damage pursuant to the provisions of this Agreement. The duties, obligations, and responsibilities of the LICENSOR with respect to third parties shall remain as imposed by state law.

14.12 Construction of Agreement. The terms and provisions of this Agreement shall not be construed strictly in favor of or against either party, regardless of which party drafted any of its provisions. This Agreement shall be construed in accordance with the fair meaning of its terms.

14.13 Effect of Acceptance. LICENSEE (a) accepts and agrees to comply with this Agreement and all applicable Laws; (b) has no basis, to its knowledge, to assert that this Agreement was not granted pursuant to processes and procedures consistent with applicable Laws; and (c) has no basis, to its knowledge, to assert any claim or allege in any claim or proceeding against the LICENSOR that any provision, condition or term of this Agreement was unreasonable or arbitrary, or was void or unlawful, as of the Effective Date.

14.14 Time is of the Essence. Time is of the essence with regard to the performance of all of LICENSEE's obligations under this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be legally executed in duplicate this _____ day of _____, 20____.

LICENSOR:
City of Grand Island

By: _____
Jeremy L. Jensen, Mayor

Date: _____

ATTEST:

RaNae Edwards, City Clerk

APPROVED AS TO FORM
CITY ATTORNEY'S OFFICE

BY: _____
City Attorney

LICENSEE:
Verizon Wireless (VAW) LLC,
d/b/a Verizon Wireless

By: _____
Name: James R. Martin
Title: Director - Network Field Engineering
Date: 8/2/17

Exhibits to Small Cell License and Pole Attachment Agreement:
Attachment A – Equipment
Attachment B -- Pole Location

ATTACHMENT A

Licensee Small Cell Equipment

- (1) Cantenna Antenna (JMA #CYL-QAP-2)
- (1) Antenna Mounting Kit
- (1) U-Guard from antenna to radio
- (1) Radio Unit (Ericsson RRU32 B66)
- (1) Power Converter
- (1) AC load center (Schneider DU221RB)
- (1) Meter base
- Fiber conduit from ground level to radio
- Power conduit from meter base to load center

Attachment A
Page 1 of 1

City of Grand Island – Small Cell NE07 CNRA SC1-2 (GL# 412478)
CORE/0762186.2852/131467921.1

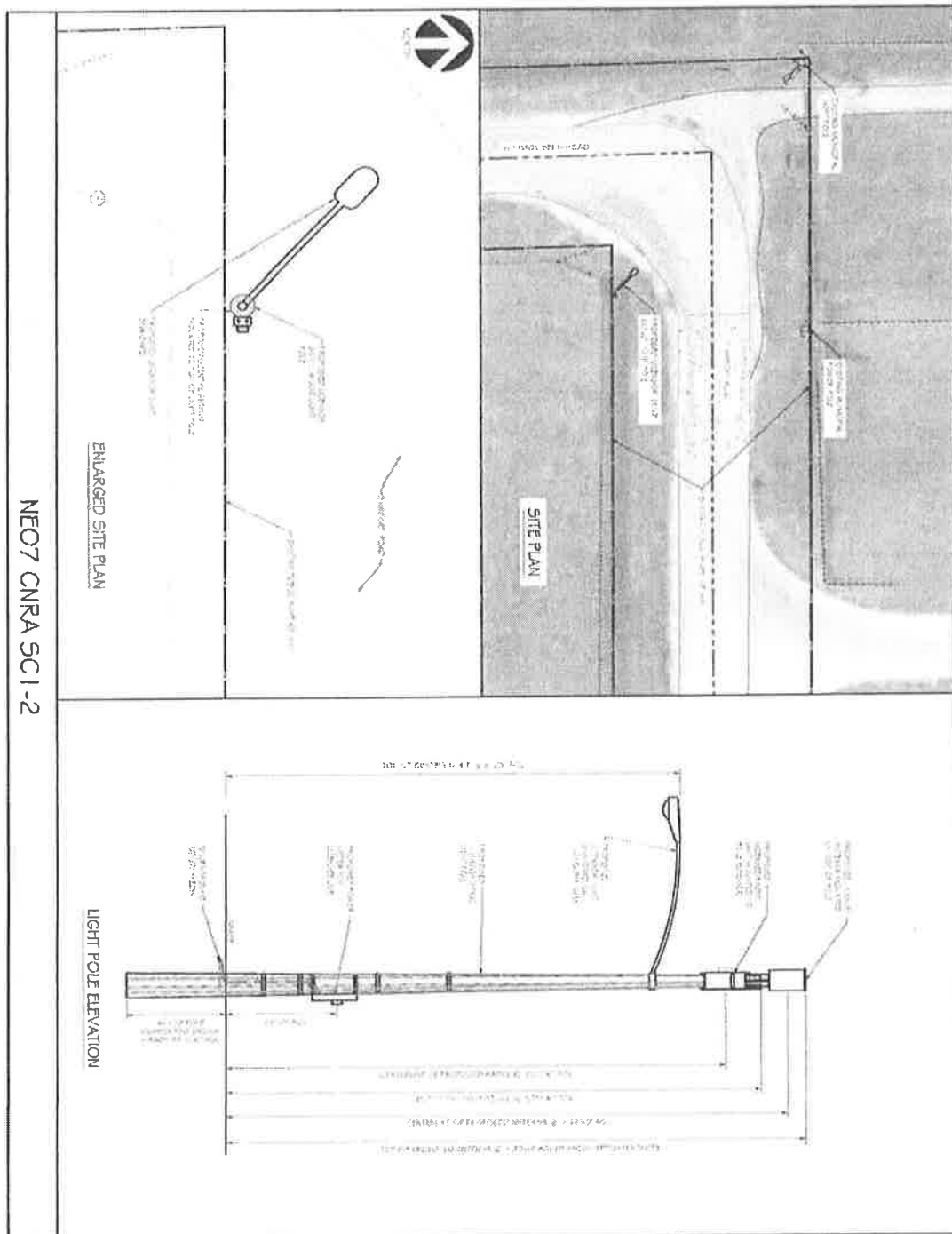
ATTACHMENT B

Site Plan

(See Attached)

Attachment B
Page 1 of 2

City of Grand Island – Small Cell NE07 CNRA SC1-2 (GL# 412478)
CORE/0762186.2852/131467921.J



Attachment B
Page 2 of 2

City of Grand Island – Small Cell NE07 CNRA SC1-2 (GL# 412478)
CORE/0762186.2852/131467921.1

RESOLUTION 2017-226

WHEREAS, to improve cellular communications and data transmission in the area, Verizon Wireless LLC (“Verizon”) desires to install and maintain an wireless antenna facility on a new city light pole located at the intersection of East Airport Road and North Shady Bend Road, near the NE National Guard Readiness Center and the Nebraska Army Aviation Support Facility; and

WHEREAS, pursuant to the terms of the proposed five-year license agreement, in consideration for a license granting permission for the placement, operation and maintenance of wireless facilities, City will receive a pole attachment fee at such amount as set by City Ordinance. Verizon will pay the cost of installing the light pole at the location and will pay for electric service at a metered rate.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND that the proposed license agreement between the City of Grand Island and Verizon Wireless, LLC for placement of a wireless antenna facility on a new city light pole located at the intersection of East Airport Road and North Shady Bend Road, near the NE National Guard Readiness Center and the Nebraska Army Aviation Support Facility should be and the same is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 22, 2017.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
August 18, 2017	☐ City Attorney



City of Grand Island

Tuesday, August 22, 2017

Council Session

Item G-8

#2017-227 - Approving External Search Firm for WWTP Engineer Position

Staff Contact: Aaron Schmid, Human Resources Director

Council Agenda Memo

From: Aaron Schmid, Human Resources Director

Meeting: August 22, 2017

Subject: Approval to use external search firm for Wastewater Plant Engineer position

Presenter(s): Aaron Schmid, Human Resources Director

Background

The Wastewater Treatment Plant Engineer position will become vacant in October of 2017. This position is responsible for the overall management of the plant. Marv Strong, who has held the position for five years, will be retiring.

Recruiting efforts to find a replacement began in June. Multiple candidate sourcing methods have been used, but applicant response has been low and not produced a finalist candidate.

A Request for Proposal was conducted in July for an external recruiting firm to source candidates for the position.

Discussion

The Administration is seeking approval to utilize Mid-America Placement Service, Inc. to assist with filling the Wastewater Plant Engineer position. Mid-America was the only search firm to submit a proposal.

Mid-America would work on a contingency basis. The client (City) does not pay a fee unless a placement is made. Mid-America agrees to not exceed a fee of 20% of the candidate's estimated first year's annual compensation. Based on the current wage scale for the Wastewater Treatment Plant Engineer position, a 20% fee would range from \$13,985 - \$20,702. Furthermore, should a candidate leave, through no fault of the City within 90 calendar days of initial employment, the search firm would agree to locate and present additional candidates of comparable qualifications at no additional charge.

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 request to utilize Mid-America Placement Service, Inc. for the Wastewater Treatment Plant Engineer position.

Sample Motion

Move to approve the request to utilize Mid-America Placement Service, Inc. for the Wastewater Treatment Plant Engineer position.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

**REQUEST FOR PROPOSAL
FOR
RECRUITING FIRM FOR SEARCH TO FILL WASTEWATER
PLANT ENGINEER POSITION**

RFP DUE DATE: July 27, 2017 at 4:00 p.m.

DEPARTMENT: Human Resources

PUBLICATION DATE: July 11, 2017

NO. POTENTIAL BIDDERS: 9

SUMMARY OF PROPOSALS RECEIVED

Mid-America Placement Service, Inc.
Omaha, NE

cc: Aaron Schmidt, Human Resources Director
Marlan Ferguson, City Administrator
Stacy Nonhof, Purchasing Agent

Jennifer Hansen, HR Recruiter
Renae Griffiths, Finance Director

P1985

MID - AMERICA PLACEMENT SERVICE, INC.

1941 S. 42nd Street, Suite 520, Omaha, NE, 68105 402-341-3338, f 402-341-6266

This Contractual agreement is entered into on this 21st day of July, 2017 with **Mid-America Placement Service Inc.** ("Mid-America") and **City of Grand Island** located at 100 E. First St. Grand Island, NE 68801

City of Grand Island will pay the placement fee set forth herein for the services of Mid-America if a referred candidate is hired by the Employer, or by any of its subsidiaries, franchisees or affiliates, within one (1) year of a referral.

The agreed upon fee for the hiring of one (1) individual for the position of **Wastewater Plant Engineer** is 20% of the candidates estimated first years income.

The Placement Fee is due and payable within twenty (20) days of the hired candidates start date.

Free Replacement Promise Per Paid Invoice: If the employer has paid the placement fee within twenty (20) days of the hiring of a referred candidate, and on or before his/her ninetieth (90th) day of employment the candidate quits or is terminated for any reason, Mid-America will make its best effort to find and refer to the employer a qualified replacement candidate with no additional fee being charged to the employer.

Notification of termination is required within 5-10 calendar days in order to enact the Free Replacement Promise.

City of Grand Island will be invoiced for the agreed upon fee amount subject to the hiring of a qualified candidate from Mid-America. Should any background checks, references, or motor vehicle checks be requested or required from Mid-America the employer will be invoiced accordingly for those services.

Mid-America will:

- If requested by the employer the identity of the employer will not be disclosed to a potential candidate without the consent of the employer.
- Pre-qualify all potential candidates to ensure their positive desires are to be employed by employer.
- Provide progress reports to the employer.
- Establish candidate interviews and share feedback from the candidate.

City of Grand Island will provide to Mid-America:

- A complete job description.
- A salary range.
- A written memo regarding how bonuses (if any) are figured and how often they are paid out.
- A complete list of benefits.

City of Grand Island may not disclose the identity of a referred candidate to any third-party. A referral fee is earned in the event the Employer discloses the identity of a candidate to a third party who then hires the Candidate within one year of the date of this contract.

If City of Grand Island learns of a potential employee directly through the efforts of Mid-America, including the disclosure of such potential employee by a referred candidate of Mid-America, a fee is earned if that disclosed employee is hired within one (1) year of the date of this contract.

Referrals are on a confidential basis and any breach of this confidence is strictly prohibited. A referral shall mean an introduction of an individual directly by Mid-America to the employer.

Mid-America subscribes to the Equal Opportunity practices of the Federal and State government. We refer all qualified candidates without regards to race religion, color, national origin, sex, age, marital status or physical handicap.

Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska. If any provision of this Agreement is held unlawful or unenforceable in any respect to the extent possible, all the remaining provisions of this Agreement shall remain in full force and effect and shall be binding upon the parties hereto.

Modification of Agreement. Modifications of this Agreement or additional obligations assumed by either party in connection with this Agreement shall be binding only if evidenced in writing, signed by each party, or an authorized representative of each party.

No Waiver. The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement shall not be construed as thereafter waiving any such terms and conditions, the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

IN WITNESS WHEREOF, each party to this Agreement has caused it to be executed on the day and date written above.

City of Grand Island

Name & Title _____ Date: _____

Mid-America Placement Service Inc.

Name & Title _____ Date: _____

RESOLUTION 2017-227

WHEREAS, the Wastewater Treatment Plant Engineer position for the City of Grand Island will become vacant in October of 2017; and

WHEREAS, this position has been advertised using multiple sources; and

WHEREAS, no candidates have progressed to the finalist stage; and

WHEREAS, the City has exhausted its recruiting methods; and

WHEREAS, the City conducted a Request for Proposal to find suitable firms to aid in the search for a Wastewater Treatment Plant Engineer; and

WHEREAS, the estimated cost of this service is between \$13,985 and \$20,702.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that City staff be directed to utilize Mid-America Placement Services, Inc. to source candidates for the Wastewater Treatment Plant Engineer position vacancy is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 22, 2017.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
August 18, 2017	☐ City Attorney



City of Grand Island

Tuesday, August 22, 2017

Council Session

Item G-9

#2017-228 - Approving Acquisition of Sidewalk Easement at 2221 West Charles Street (Maloy)

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

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

RESOLUTION 2017-228

WHEREAS, a sidewalk easement is required by the City of Grand Island, from Teresa Maloy at 2221 West Charles Street, Grand Island, Hall County, Nebraska and more particularly described as follows:

A THREE (3.0) FOOT WIDE TRACT OF LAND COMPRISING OF THE NORTHERLY THREE (3.0) FEET OF LOT SIX (6), BLOCK FIVE (5), ASHTON PLACE SUBDIVISION, ALL IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, SAID TRACT CONTAINING 0.0035 ACRES (153.0 SQUARE FEET) MORE OR LESS.

WHEREAS, an Agreement for the sidewalk easement has been reviewed and approved by the City Legal Department.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island be, and hereby is, authorized to enter into the Agreement for the sidewalk easement on the above described tract of land.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to execute such agreement on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 22, 2017.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	▣ _____
August 18, 2017	▣ City Attorney



City of Grand Island

Tuesday, August 22, 2017

Council Session

Item G-10

#2017-229 - Approving Change Order No. 1 for Annual Pavement Markings for the Streets Division of the Public Works Department

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

Council Agenda Memo

From: Shannon Callahan, Street Superintendent

Meeting: August 22, 2017

Subject: Approving Change Order No. 1 for Annual Pavement Markings for the Streets Division of the Public Works Department

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

Background

Pavement markings are a critical part of maintaining the safety of the City's roadways and have strict standards on size, location, color, and reflectivity set by the Manual on Uniform Traffic Control. 2014 was the first striping season in which a contractor was utilized for pavement marking maintenance.

The use of a pavement marking contractor has allowed the Streets Division to re-organize its labor force to focus on the storm sewer cleaning program. Another benefit of utilizing contractor services is the reduction in traffic disruption accomplished by work being conducted only during off-peak hours (night) and completed faster using specialized equipment.

On February 28, 2017, via Resolution No. 2017-53, City Council authorized the award of a pavement marking maintenance contract to Straight-Line Striping, Inc. of Grand Island, Nebraska in the amount of \$86,690.95. The renewable contract was written as a three year agreement, which includes the original term (2017) plus two opportunities to renew for additional one-year periods. The contract, which includes labor, materials, and traffic control, is structured as a unit price contract which enables the Streets Division to utilize as few or as many of the bid services as necessary.

Discussion

The 2017 striping work was estimated in the amount of \$86,690.95, however this estimate is based on prior years since the contract is awarded in the winter. Prior to the work, roadways are driven at night to determine if the striping is bright enough. Quantities are impacted by wear and tear from vehicles; snow plowing, asphalt overlay project, other construction and maintenance activities. This spring when evaluated, it was determined that the original estimate was slightly low.

Public Works Administration is requesting an additional \$7,000.00 for a revised contract amount of \$93,690.95, to ensure all areas requiring striping are completed.

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 Change Order No. 1 in the amount of \$7,000.00 for Annual Pavement Markings with Straight-Line Striping, Inc. of Grand Island, Nebraska.

Sample Motion

Move to approve the resolution.

City of Grand Island
100 East 1st Street
Grand Island, Nebraska 68801

CHANGE ORDER NUMBER 1

Date of Issuance: August 22, 2017

PROJECT: Annual Pavement Markings

CONTRACTOR: Straight-Line Striping, Inc. of Grand Island, Nebraska

CONTRACT DATE: March 9, 2017

To provide additional line item quantities for pavement marking maintenance on the City's roadways in order to meet reflectivity standards for the 2017 calendar year.

Contract Price Prior to This Change Order	\$ 86,690.95
Net Increase/Decrease Resulting from this Change Order	\$ 7,000.00
Revised Contract Price Including this Change Order	\$ 93,690.95

Approval Recommended:

By _____
John Collins PE, Public Works Director

Date _____

The Above Change Order Accepted:

Straight-Line Striping, Inc.
Contractor

By _____

Date _____

Approved for the City of Grand Island:

By _____
Jeremy L. Jensen, Mayor

Attest: _____
RaNae Edwards, City Clerk

Date _____

RESOLUTION 2017-229

WHEREAS, on February 28, 2017, by Resolution 2017-53, the City of Grand Island awarded the contract with Straight-Line Striping, Inc. of Grand Island, Nebraska for an amount of \$86,690.95 for Annual Pavement Markings 2017; and

WHEREAS, it has been determined that additional line item quantities are required for the 2017 calendar year; and

WHEREAS, such modifications have been incorporated into Change Order No. 1; and

WHEREAS, the result of such modifications will increase the contract amount by \$7,000.00 for a revised contract price of \$93,690.95.

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. 1 between the City of Grand Island and Straight-Line Striping, Inc. of Grand Island, Nebraska to provide the additional work.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 22, 2017.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
August 18, 2017	☐ City Attorney



City of Grand Island

Tuesday, August 22, 2017

Council Session

Item G-11

#2017-230 - Approving Change Order No. 1 for Sanitary Sewer Collection System Rehabilitation – Various Locations; Project No. 2017-S-2A

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

Council Agenda Memo

From: Keith Kurz PE, Assistant Public Works Director

Meeting: August 22, 2017

Subject: Approving Change Order No. 1 for Sanitary Sewer Collection System Rehabilitation – Various Locations; Project No. 2017-S-2A

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

Background

The Diamond Engineering Company of Grand Island, Nebraska was awarded a \$304,380.16 contract by the City Council on May 23, 2017, via Resolution No. 2017-151, for the Sanitary Sewer Collection System Rehabilitation – Various Locations; Project No. 2017-S-2A.

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.

Discussion

Wastewater Collection staff recently discovered a manhole base has fallen in and is severely deteriorated in the area of Phoenix Avenue and South Locust Street. This manhole is in the immediate vicinity of the manholes and pipe sections planned for replacement in the original bid of Sanitary Sewer Collection System Rehabilitation – Various Locations; Project No. 2017-S-2A. Due to close proximity and urgency of this required repair, staff worked with the contractor awarded the 2017-S-2A project to get a cost for the repair.

In order to complete this work Change Order No. 1 is necessary, in the amount of \$44,632.63, resulting in a revised contract agreement of \$349,012.79. The original project completion date will also be extended from March 31, 2018 to April 30, 2018.

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 Change Order No. 1 for Sanitary Sewer Collection System Rehabilitation – Various Locations; Project No. 2017-S-2A with The Diamond Engineering Company in the amount of \$44,632.63, as well as the project completion extension to April 30, 2018.

Sample Motion

Move to approve the resolution.



CONTRACT TIME EXTENSION

PROJECT: Sanitary Sewer Collection System Rehabilitation – Various Locations; Project No. 2017-S-2A

CONTRACTOR: The Diamond Engineering Company

AMOUNT OF CONTRACT: \$304,380.16

CONTRACT DATE: May 23, 2017

Manhole No. 477 base has fallen in and is severely deteriorated. This manhole is in the immediate vicinity of the manholes and pipe sections to be replaced in the original bid Section A of the contract: Phoenix Avenue and Locust Street area.

Contract Price Prior to this Change Order.....	\$304,380.16
Net Increase Resulting from this Change Order.....	\$ 44,632.63
Revised Contract Price Including this Change Order.....	\$349,012.79
Notice to Proceed Date -----	May 23, 2017
Original Completion Date -----	March 31, 2018
Revised Completion Date -----	April 30, 2018

The Above Change Order Accepted:

The Diamond Engineering Company

By _____ Date _____

Approval Recommended:

By _____ Date _____
John Collins PE, Public Works Director/City Engineer

Approved for the City of Grand Island, Nebraska

By _____ Date _____
Mayor

Attest _____
City Clerk

RESOLUTION 2017-230

WHEREAS, on May 23, 2017, via Resolution No.2017-151, the City of Grand Island awarded The Diamond Engineering Company of Grand Island, Nebraska the bid in the amount of \$304,380.16 for Sanitary Sewer Collection System Rehabilitation – Various Locations; Project No. 2017-S-2A; and

WHEREAS, it has been determined that modifications need to be made to allow for repair of Manhole No. 477, which base has fallen in and is severely deteriorated; and

WHEREAS, such modifications have been incorporated into Change Order No. 1; and

WHEREAS, the result of such modifications will increase the contract amount by \$44,632.63 for a revised contract price of \$349,012.79 and provide a project completion date of April 30, 2018.

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. 1 in the amount of \$44,632.63 between the City of Grand Island and The Diamond Engineering Company of Grand Island, Nebraska to provide the modifications.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 22, 2017.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
August 18, 2017	☐ City Attorney



City of Grand Island

Tuesday, August 22, 2017

Council Session

Item G-12

**#2017-231 - Approving Change Order No. 1 for Curb Ramp
Project No. 2017-CR-1**

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

Council Agenda Memo

From: Keith Kurz P.E., Assistant Public Works Director

Meeting: August 22, 2017

Subject: Approving Change Order No. 1 for Curb Ramp Project No. 2017-CR-1

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

Background

Galvan Construction, Inc. of Grand Island, Nebraska was awarded a \$109,540.99 contract on March 14, 2017 via Resolution No. 2017-73. The contract was for the installation of curb ramps, at various intersections in the City. The City is required to have a planned schedule for upgrading public sidewalk ramps to conform to American with Disabilities Act (ADA) standards.

Discussion

With the installation of the handicap ramps at the intersection of 13th Street and Cherry Street the sidewalk slope does not match up with the yard of the adjacent property at 704 E 13th Street. A retaining wall is recommended at this location to prevent erosion from the resident's yard. Change Order No.1 covers the materials, labor and equipment to install such retaining wall at 704 E 13th Street.

The extra work adds a total cost of \$345.00 to the project, resulting in a revised contract amount of \$109,885.99. There are sufficient funds in Account No. 21000001-1100-40004.

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 Change Order No. 1 for Curb Ramp Project No. 2017-CR-1.

Sample Motion

Move to approve the resolution.

PROJECT: Curb Ramp Project No. 2017-CR-1

CONTRACTOR: Galvan Construction Company, Inc.

CONTRACT DATE: March 17, 2017

With the installation of the handicap ramps at the intersection of 13th Street and Cherry Street the sidewalk slope does not match up with the yard of the adjacent property at 704 E 13th Street.

- Materials, labor and equipment to install approximately 23 linear feet of retaining wall x 2' varies around perimeter 8" wide retaining wall. 2 rows #4 bar horizontal and 6 vertical #4 bars. \$ 345.00

The changes result in the following adjustment to the Contract Amount:

Contract Price Prior to This Change Order\$109,540.99

Net Increase/Decrease Resulting from this Change Order\$ 345.00

Revised Contract Price Including this Change Order\$109,885.99

Approval Recommended:

By _____
John Collins PE, Public Works Director

Date _____

The Above Change Order Accepted:

Galvan Construction Company, Inc.
Contractor

By _____

Date _____

Approved for the City of Grand Island:

By _____
Jeremy L. Jensen, Mayor

Attest: _____
RaNae Edwards, City Clerk

Date _____

RESOLUTION 2017-231

WHEREAS, on March 14, 2017, via Resolution 2017-73, the City of Grand Island awarded Galvan Construction, Inc. of Grand Island, Nebraska the bid in the amount of \$109,540.99 for Curb Ramp Project No. 2017-CR-1; and

WHEREAS, it has been determined that modifications to the work to be performed by Galvan Construction, Inc. are necessary; and

WHEREAS, such modifications have been incorporated into Change Order No. 1, and

WHEREAS, the result of such modifications will increase the contract amount by \$345.00.

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. 1 between the City of Grand Island and Galvan Construction, Inc. of Grand Island, Nebraska to provide the modifications set out as follows:

- Materials, labor and equipment to install approximately 23 linear feet of retaining wall x 2' varies around perimeter 8" wide retaining wall. 2 rows #4 bar horizontal and 6 vertical #4 bars.

\$345.00

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 22, 2017.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
August 18, 2017	☐ City Attorney



City of Grand Island

Tuesday, August 22, 2017

Council Session

Item G-13

**#2017-232 - Approving Certificate of Final Completion for
Concrete Dewatering Pad; Project No. 2016-WWTP-1 at the
Wastewater Treatment Plant**

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

Council Agenda Memo

From: Marvin Strong PE, Wastewater Treatment Plant Engineer

Meeting: August 22, 2017

Subject: Approving Certificate of Final Completion for Concrete Dewatering Pad; Project No. 2016-WWTP-1 at the Wastewater Treatment Plant

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

Background

Starostka Group Unlimited, Inc. of Grand Island, Nebraska was awarded a \$124,132.94 contract for Concrete Dewatering Pad; Project No. 2016-WWTP-1 on July 12, 2016.

The Concrete Dewatering Pad was constructed at the Wastewater Treatment Plant adjacent to the existing septic dumping station. This addition was planned due to a need within the community for an authorized dewatering site for gritty waste that comes from car wash sump pits, as well as routine cleaning of sanitary sewer and storm sewer. Additionally, a basin within the concrete pad structure houses a container dedicated to grease from fast food restaurants and related grease traps, which is also allowed to dewater on the concrete pad. The leachate is routed to the wastewater facility for proper treatment. The dried waste will be mulched and hauled to the landfill. This construction is permitted through the NDEQ as an addition to the existing wastewater treatment plant.

Work commenced on October 10, 2016 and was completed on May 12, 2017.

Discussion

The project was completed in accordance with the terms, conditions, and stipulations of the contract, plans and specifications. Construction was completed with an underrun of \$568.92, for a total cost of \$123,564.02. Additional project costs are shown below.

ADDITIONAL COSTS

Amazon	Devcon & Matala Mat	\$ 604.68
A & D Millwright	Plate Fabrication	\$ 2,746.83
The Grand Island Independent	Advertising	\$ 91.22
McMaster Carr	Grating & Anchor	\$ 116.47
Safetysign.com	Signage	\$ 261.64

Subtotal Additional District Costs = \$ 3,820.84

Total project costs equate to \$127,384.86.

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 Concrete Dewatering Pad; Project No. 2016-WWTP-1.

Sample Motion

Move to approve the resolution.

ENGINEER'S CERTIFICATE OF FINAL COMPLETION

Concrete Dewatering Pad; Project No. 2016-WWTP-1

CITY OF GRAND ISLAND, NEBRASKA

August 22, 2017

TO THE MEMBERS OF THE COUNCIL

CITY OF GRAND ISLAND

GRAND ISLAND, NEBRASKA

This is to certify that Concrete Dewatering Pad; Project No. 2016-WWTP-1 has been fully completed by Starostka Group Unlimited, Inc. of Grand Island, Nebraska under the contract dated July 12, 2017. 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.

Item No.	Description	Total Quantity	Unit	Unit Price	Total Cost
Base Bid Section					
1	TYPE NP-1A WATER HYDRANT	1.00	EA	\$ 1,077.39	\$ 1,077.39
2	TYPE NP-2A WATER HYDRANT	1.00	EA	\$ 3,781.69	\$ 3,781.69
3	REMOVE 1.25" NATURAL GAS	42.00	LF	\$ 17.94	\$ 753.48
4	RELOCATE 1.25" NATURAL GAS	46.00	LF	\$ 64.66	\$ 2,974.36
5	8" MUD VALVE-INSTALL	1.00	EA	\$ 255.58	\$ 255.58
6	8" PVC, SANITARY SEWER	44.30	LF	\$ 117.71	\$ 5,214.55
7	CHAIN POST	1.00	LS	\$ 2,083.16	\$ 2,083.16
8	MISC. METALS, VALVE PIT- INSTALL	1.00	LS	\$ 744.21	\$ 744.21
9	TYPE 1, WALL PENetration	1.00	EA	\$ 5,158.17	\$ 4,399.17
10	MILL CONCRETE CURB	58.30	LF	\$ 13.98	\$ 815.03
11	REMOVE / DISPOSE LANDSCAPE CURB	67.00	LF	\$ 11.88	\$ 795.96
12	SALVAGE 6" LANDSCAPE ROCK	48.30	SY	\$ 10.11	\$ 488.31
13	SALVAGE FENCING W/ FABRIC	51.00	LF	\$ 19.37	\$ 987.87
14	INSTALL TYPE 1, SIGNAGE	2.00	EA	\$ 171.83	\$ 343.66
15	8" CONCRETE PAVEMENT	168.90	SY	\$ 70.31	\$ 11,875.36
16	6" CONCRETE CURB	125.90	LF	\$ 26.85	\$ 3,380.42
17	4" CONCRETE SIDEWALK	47.40	LF	\$ 35.61	\$ 1,687.91
18	CONCRETE DEWATERING PAD STRUCTURE	1.00	LS	\$40,109.82	\$ 40,109.82
19	DEWATERING	1.00	LS	\$31,609.67	\$ 31,609.67
20	REMOVE / DISPOSE 8" CONCRETE PAVEMENT	44.50	SY	\$ 23.44	\$ 1,043.08
Total Base Bid Section =					\$ 114,420.71
ADD ALTERNATIVES FOR CONCRETE DEWATERING PAD					
1.01	SUPPLEMENT LANDSCAPING ROCK	35.00	SY	\$ 29.65	\$ 1,037.75
1.02	CONCRETE LANDSCAPE CURB	118.00	LF	\$ 25.83	\$ 3,047.94
1.03	6' FABRIC LINED CHAIN LINK FENCE	106.00	LF	\$ 42.90	\$ 4,547.40
1.04	4' FABRIC LINED CHAIN LINK FENCE	5.00	LF	\$ 30.55	\$ 152.75
1.05	4' X 5' GATED ENTRANCE	1.00	EA	\$ 357.50	\$ 357.50
Total Add Alternatives Bid Section =					\$ 9,143.34
Construction Grand Total =					\$ 123,564.02

Additional Costs:

Amazon	Devcon & Matala Mat	\$ 604.68
A & D Millwright	Plate Fabrication	\$ 2,746.83
The Grand Island Independent	Advertising	\$ 91.22
McMaster Carr	Grating & Anchor	\$ 116.47
Safetysign.com	Signage	\$ 261.64

Additional Costs = \$ 3,820.84

Grand Total =	\$ 127,384.86
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I hereby recommend that the Engineer's Certificate of Final Completion for Concrete Dewatering Pad; Project No. 2016-WWTP-1 be approved.

John Collins – City Engineer/Public Works Director

Jeremy L. Jensen – Mayor

RESOLUTION 2017-232

WHEREAS, the City Engineering/Public Works Director for the City of Grand Island issued a Certificate of Final Completion for Concrete Dewatering Pad; Project No. 2016-WWTP-1, certifying that Starostka Group Unlimited, Inc. of Grand Island, Nebraska, under contract, has completed such project for the total construction amount of \$123,564.02; and

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

WHEREAS, additional project costs equate to \$3,820.84, as shown

ADDITIONAL COSTS

Amazon	Devcon & Matala Mat	\$ 604.68
A & D Millwright	Plate Fabrication	\$ 2,746.83
The Grand Island Independent	Advertising	\$ 91.22
McMaster Carr	Grating & Anchor	\$ 116.47
Safetysign.com	Signage	\$ 261.64

Subtotal Additional District Costs = \$ 3,820.84

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, the Certificate of Final Completion for Concrete Dewatering Pad; Project No. 2016-WWTP-1 in the amount of \$127,384.86 is hereby confirmed.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 22, 2017.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
August 18, 2017	☐ City Attorney



City of Grand Island

Tuesday, August 22, 2017

Council Session

Item G-14

**#2017-233 - Approving Certificate of Final Completion for
Sanitary Sewer District No. 538T; North Engleman Road**

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

Council Agenda Memo

From: Marvin Strong PE, Wastewater Treatment Plant Engineer

Meeting: August 22, 2017

Subject: Approving Certificate of Final Completion for Sanitary Sewer District No. 538T; North Engleman Road

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

Background

Van Kirk Bros. Contracting of Sutton, Nebraska was awarded a \$59,610.00 contract for construction of Sanitary Sewer District No. 538T; North Engleman Road on November 8, 2017.

This tap district serves three (3) lots, with the potential to serve more lots upon the development of Jack Voss Horse Country Club 3rd Subdivision. The area is presently served with both water and electric.

Work commenced on December 14, 2016 and was completed on March 9, 2017.

Discussion

The project was completed in accordance with the terms, conditions, and stipulations of the contract, plans and specifications. Construction was completed with an underrun of \$18,040.00, for a total cost of \$41,570.00. The underrun is a result of dewatering not being necessary on this project. Additional project costs are shown below.

ADDITIONAL COSTS

The Grand Island Independent	Advertising	\$	150.98
Subtotal Additional District Costs =		\$	150.98

Total amount assessable is \$41,720.98, which will be presented to the Board of Equalization on September 26, 2017.

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 Sanitary Sewer District No. 538T; North Engleman Road and set the Board of Equalization date of September 26, 2017.

Sample Motion

Move to approve the Certificate of Final Completion for Sanitary Sewer District No. 538T; North Engleman Road and set the Board of Equalization date of September 26, 2017.

ENGINEER'S CERTIFICATE OF FINAL COMPLETION

Sanitary Sewer District No. 538T; North Engleman Road

CITY OF GRAND ISLAND, NEBRASKA

August 22, 2017

TO THE MEMBERS OF THE COUNCIL

CITY OF GRAND ISLAND

GRAND ISLAND, NEBRASKA

This is to certify that Sanitary Sewer District No. 538T; North Engleman Road has been fully completed by Van Kirk Bros. Contracting of Sutton, Nebraska under the contract dated November 8, 2017. 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.

Item No.	Description	Total Quantity	Unit	Unit Price	Total Cost
Base Bid Section					
1	MOBILIZATION / DEMOBILIZATION	1.00	LS	\$ 6,000.00	\$ 6,000.00
2	8" GRAVITY SEWER LINE	600.00	LF	\$ 32.00	\$ 19,200.00
3	4' DIAMETER MANHOLE - TYPE 1	3.00	EA	\$ 3,300.00	\$ 9,900.00
4	ADDITIONAL MANHOLE DEPTH	10.00	VF	\$ 300.00	\$ 3,000.00
5	PASTURE SEED APPLICATION (TYPE 2)	1.00	AC	\$ 1,950.00	\$ 1,950.00
6	4" SANITARY SERVICE LINE	54.00	LF	\$ 20.00	\$ 1,080.00
7	SANITARY SERVICE CONNECTIONS	4.00	EA	\$ 110.00	\$ 440.00
8	DEWATERING ALLOWANCE	-	LS	\$18,000.00	\$ -
Total Base Bid Section =					\$ 41,570.00
Grand Total =					\$ 41,570.00

Additional Costs:

The Grand Island Independent	Advertising	\$ 150.98
Additional Costs =		\$ 150.98

Grand Total =	\$ 41,720.98
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I hereby recommend that the Engineer's Certificate of Final Completion for Sanitary Sewer District No. 538T; North Engleman Road be approved.

 John Collins – City Engineer/Public Works Director

 Jeremy L. Jensen – Mayor

RESOLUTION 2017-233

WHEREAS, the City Engineering/Public Works Director for the City of Grand Island issued a Certificate of Final Completion for Sanitary Sewer District No. 538T; North Engleman Road certifying that Van Kirk Bros. Contracting of Sutton, Nebraska, under contract, has completed such project for the total construction amount of \$41,570.00; and

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

WHEREAS, additional project costs equate to \$150.98, as shown

ADDITIONAL COSTS

The Grand Island Independent	Advertising	\$	150.98
Subtotal Additional District Costs =		\$	150.98

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:

1. The Certificate of Final Completion for Sanitary Sewer District No. 538T; North Engleman Road, in the amount of \$41,720.98 is hereby confirmed.
2. The City Council will sit as a Board of Equalization on September 26, 2017 to determine benefits and set assessments for Sanitary Sewer District No. 538T; North Engleman Road.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 22, 2017.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
August 18, 2017	☐ City Attorney



City of Grand Island

Tuesday, August 22, 2017

Council Session

Item G-15

#2017-234 - Approving Agreement with NDOR-Intermodal Planning Division for the Grand Island Area Metropolitan Planning Organization (GIAMPO) for the 2018 Fiscal Year TRANSIT, Section 5305, Transportation Planning Program

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

Council Agenda Memo

From: Allan Zafft, MPO Program Manager

Meeting: August 22, 2017

Subject: Approving Agreement with NDOT-Intermodal Planning Division for the Grand Island Area Metropolitan Planning Organization (GIAMPO) for the 2018 Fiscal Year TRANSIT, Section 5305, Transportation Planning Program

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

Background

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

Discussion

The Nebraska Department of Transportation-Intermodal Planning Division has drawn up Program Agreements with the City of Grand Island for the purpose of assisting the Local Public Agency (LPA) in obtaining Federal financial assistance to ensure a continued, comprehensive, and cooperative transportation planning process between the state and local governments for the Grand Island Metropolitan Planning Area for Fiscal Year 2018. The agreement with the Department of Transportation is attached for reference.

The maximum Federal Transit Administration, Section 5305 Funding, participation under the FY 2018 (July 1, 2017 – June 30, 2018) Unified Planning Work Program (UPWP) is 80%, with a not to exceed amount of \$22,754.40 for FY 2018 eligible costs.

The local 20% funds would be the City's obligation not to exceed \$5,688.60 and can be part of inkind services (staff time & expenses).

Total cost is not expected to exceed \$28,443.00 for the GIAMPO transit planning portion.

Alternatives

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

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

Recommendation

City Administration recommends that the Council authorizes the Mayor to sign the Fiscal Year 2018 Transit Transportation Planning Program agreement.

Sample Motion

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

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

City of Grand Island
Project No. C990(018)
Section 5305 – FTA Planning

THIS AGREEMENT, entered into by the City of Grand Island (hereinafter referred to as City) and the State of Nebraska, Department of Transportation (hereinafter referred to as the State) is for the purpose of providing partial funding of Grand Island Area Metropolitan Planning Organization's (GIAMPO) transportation planning activities scheduled to be performed commencing July 1, 2017, as outlined in the Unified Planning Work Program attached to this Agreement.

Funding for GIAMPO's portion of transportation planning activities is shown in the Unified Planning Work Program (hereinafter referred to as Program). The maximum amount of cash support from the State under this Agreement is \$9,160 of 49 USC Section 5305(d) and (e) funds for Fiscal Year 2018. The Project funds referred to in this Agreement are subject to the enactment of final apportionment funding and the grant management requirements of the Federal Transit Administration Circular FTA C 5010.1D, Rev.1, August 27, 2012, and specifically, the Financial Management provisions contained in Chapter VI. The Federal Share of the Project funds will be from FTA Grant 1815-2017-3, Catalog of Federal Domestic Assistance #20.505.

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

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

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

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

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

I. SCOPE OF AGREEMENT

- A. The work to be performed under the terms of this Agreement for City's transportation planning program will be conducted in accordance with the fiscal year 2018 Program included herewith as Attachment "C" and made a part of this Agreement..
- B. City shall:
 - 1. Provide the necessary administration of committees and staff, and consult, collaborate and coordinate with the State to accomplish the objectives of the Program.
 - 2. Assign qualified City staff personnel as needed to execute City's portion of the Program.
 - 3. Coordinate all transit planning activities conducted by the GIAMPO with other transportation service providers in the area.

City of Grand Island
Project No. C990(018)
Section 5305 – FTA Planning

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

C. State shall:

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

II. DURATION OF AGREEMENT

CITY and the State agree to perform their responsibilities as outlined in the Program within the time of this Agreement. The Agreement shall cover all work performed commencing with the fiscal year beginning July 1, 2017 and ending June 30, 2018.

III. PAYMENT

- A. The State agrees to pay for the services rendered by City under the terms of this Agreement, compensation on a cost reimbursement basis for costs incurred and to include direct and indirect costs in accordance with the applicable provisions of 23 CFR 172 and the contract cost principles and procedures set forth in 48 CFR Part 1.31.6 of the Federal Acquisition Regulation System. Direct and indirect costs shall not exceed, in any event, twenty-eight thousand four hundred forty three dollars (\$28,443) for costs incurred during fiscal year 2018.
- B. Payments will be made to City not more often than once each thirty (30) days, and shall be for services theretofore performed under this Agreement. City shall submit invoices in duplicate within twenty (20) days following the end of the period covered by the account. The invoices or supplements thereto shall be the basis of payment pursuant hereto, and shall contain a statement of City's estimate of the percentage of work completed and be signed by a responsible representative of City certifying that all of the items therein are true and correct for the work performed under the provisions of this Agreement. Payment shall be made subject to audit by duly authorized representatives of the State. The State upon receipt of the proper invoices will make every reasonable effort to provide payment to City within fifteen (15) calendar days thereafter.
- C. Payment for partial billings will be determined by multiplying the value of the percentage of work completed by 0.80. In no event may the total interim payments exceed eighty percent of the value of the total work completed and may not exceed \$28,443 for fiscal year 2018.
- D. City shall submit to the State a listing of all City personnel positions that may be selected or assigned to the work contemplated herein. Said listing shall indicate the title or classification and salary range of each such position. It is understood that the salaries and expenses of the Chairperson of City, and the City Council will not be reimbursable as direct costs to Program. It is agreed that employees of City whose time is directly assignable to the Program shall keep and sign a time record showing element of the Program, date and hours worked and title of position.

City of Grand Island
Project No. C990(018)
Section 5305 – FTA Planning

- E. It is understood that reimbursement for out-of-state, other than Nebraska, Iowa, and Kansas City, travel costs will not be requested by City unless written prior approval for such travel has been given by the State. The rate of reimbursement will be that allowed by the State for travel by its own employees.

IV. CHANGES IN THE PROGRAM

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

V. REPORTS

City shall prepare reports suitable for publication as indicated in the work program. A draft of each report shall be submitted to the State for review and approval. Upon final review and approval by the State, and the FTA, Lincoln will deliver a final report. Both draft and final reports can be transmitted electronically in a formatted file agreeable by the State.

VI. INSPECTION OF WORK

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

VII. RECORDS

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

VIII. AUDITS

City shall at all times afford a representative of the State, FTA, or any authorized representative of the Federal government, reasonable facilities for examination and audits of the cost account records; shall make such returns and reports to a representative as he

City of Grand Island
Project No. C990(018)
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may require, shall produce and exhibit such books, accounts, documents and property as he may desire to inspect, and shall in all things aid him in the performance of his duties. Lincoln shall be responsible for meeting the audit requirements of 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (Super Circular).

IX. OWNERSHIP OF DATA

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

X. PUBLICATION OR RELEASE OF INFORMATION

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

City of Grand Island
Project No. C990(018)
Section 5305 – FTA Planning

XI. CLAIMS

City indemnifies, saves and holds harmless the State and all its agents and employees of and from any and all claims, demands, actions or causes of action of whatever nature or character arising out of or by reason of the work to be performed by City hereunder and further agrees to defend at its own sole cost and expense any action or proceeding commenced for the purpose of asserting any such claim of whatever character arising as a result of the action taken hereunder by City. It is further agreed that any and all employees of City and all other employees except employees of the State while engaged in the performance of any work or services required or provided for herein to be performed by City shall not be considered employees of the State, and that any and all claims that may or might arise under the Workers' Compensation Act of the State of Nebraska on behalf of said employees while so engaged and any and all claims made by any third parties as a consequence of any act or omission on the part of said employees while so engaged on any of the work or services provided to be rendered herein shall in no way be the obligation or responsibility of the State.

XII. CONTRACTUAL SERVICES

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

XIII. CANCELLATION

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

XIV. LIMITATIONS OF LAW

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

XV. NONDISCRIMINATION

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

City of Grand Island
Project No. C990(018)
Section 5305 – FTA Planning

XVI. TITLE VI

As the State is the recipient of the FTA Section 5305 funds and extends FTA financial assistance to City to comply with Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d et seq. and related provisions in regulation, the State shall provide assistance to City in complying with the general reporting requirements and shall monitor Lincoln's compliance with Title VI (as outlined in Circular 4702.1B, Chapter III, 3, 10 and 11 and Appendix K). If City subcontracts any of its metropolitan planning organization activities that the State provides the FTA Section 5303 funds for these activities, these Title VI provisions shall extend to the subcontracts.

XVII. DISADVANTAGED BUSINESS ENTERPRISES

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

XVIII. LOBBYING CERTIFICATION

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

XIX. EQUIPMENT

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

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

EXECUTED by City this _____ day of _____ 2017.

City of Grand Island

EXECUTED by the State this _____ day of _____ 2017.

STATE OF NEBRASKA
DEPARTMENT OF TRANSPORTATION

Abraham Anshasi, P.E.
Assistant Intermodal Planning Engineer

City of Grand Island
Project No. C990(018)
Section 5305 – FTA Planning

NONDISCRIMINATION CLAUSES

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

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

City of Grand Island
 Project No. C990(018)
 Section 5305 – FTA Planning

- (6) Incorporation of Provisions: The contractor will include the provisions of paragraph (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The contractor will take such action with respect to any subcontract or procurement as the State Highway Department or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the State to enter into such litigation to protect the interests of the State, and in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

CERTIFICATION REGARDING LOBBYING

Certification for Grants, Loans, and Cooperative Agreements

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

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

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

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

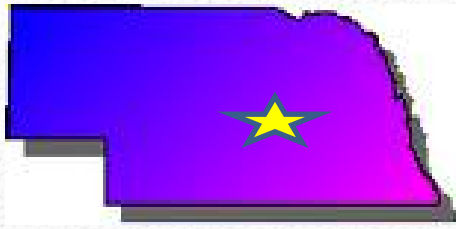
(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all such sub-recipients shall certify and disclose accordingly.

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

Certified by the City of Grand Island this _____ day of _____ 2017.

City of Grand Island

City of Grand Island
Project No. C990(018)
Section 5305 – FTA Planning



Grand Island Area Metropolitan Planning Organization (GIAMPO)

FY 2018 Unified Planning Work Program

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

APPROVED ON MAY 23, 2017 BY THE GIAMPO POLICY BOARD (RESOLUTION 2017-6)

**Grand Island Area Metropolitan Planning Organization (GIAMPO)
Unified Planning Work Program for Fiscal Year 2018**

Policy Board Members

Chair – Jeremy L. Jensen

Vice-Chair – Chuck Haase

MPO Director/Secretary – John Collins

Mayor: Jeremy L. Jensen

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

County Board Members: Doug Lanfear, Gary Quandt

Planning Commission Chair: Pat O'Neill

Nebraska Department of Roads Director: Kyle Schneweis

Ex-Officio (non-voting) Members include:

FHWA Nebraska Division Administrator: Joseph Werning

FTA Region VII Administrator: Mokhtee Ahmad

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

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

Nebraska Department of Transportation: Noel Salac, Wes Wahlgren

Federal Transit Administration: Mark Bechtel

Federal Highway Administration: Justin Luther

Technical Committee Members

Chair – Chad Nabity

Vice Chair – Terry Brown

MPO Director/Secretary – John Collins

Grand Island Public Works Director: John Collins

Grand Island City Administrator: Marlan Ferguson

Grand Island Manager of Engineering Services: Terry Brown

Hall County Regional Planning Director: Chad Nabity

Hall County Public Works Director: Casey Sherlock

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

Four Engineer: Noel Salac, Wes Wahlgren

Merrick County Public Works Director or Highway Superintendent: Mike Meyer

One representative from the Village of Alda: Ramona Schafer

Ex-Officio (non-voting) Members:

FHWA Nebraska Division Transportation Planner or designee: Justin Luther

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

NDOR Local Projects Division Urban Engineer: Larry Legg

Grand Island Finance Director: Renae Griffiths

One representative from the Union Pacific Railroad and one representative from the Burlington Northern Santa Fe Railroad may be appointed to the committee by their respective companies; other rail system operators may be added by the policy board as needed: Kyle Nodgaard, Kelli O'Brien

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

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

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

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General Acronyms

ADA	Americans with Disabilities Act
AICP	American Institute of Certified Planners
AMPO	Association of Metropolitan Planning Organizations
APA	American Planning Association
CFR	Code of Federal Regulations
DOT	Department of Transportation
FAST Act	Fixing America's Surface Transportation Act
FHWA	Federal Highway Administration
FTA	Federal Transit Administration
FY	Fiscal Year
GIAMPO	Grand Island Area Metropolitan Planning Organization
GIS	Geographical Information System
HPMS	Highway Performance Management System
LEP	Limited English Proficiency
L RTP	Long Range Transportation Plan
MAP-21	Moving Ahead for Progress in the 21 st Century Act
MPA	Metropolitan Planning Area
MPO	Metropolitan Planning Organization
NDOR	Nebraska Department of Roads
ONE DOT	Federal Highway Administration and Federal Transit Administration
PEA	Planning Emphasis Areas
PPP	Public Participation Plan
TAC	Technical Advisory Committee

TIP	Transportation Improvement Program
TrAMS	Transit Award Management System
UPWP	Unified Planning Work Program
3-C	Continuing, Cooperative, and Comprehensive

Introduction

What is the UPWP?

The purpose of the Unified Planning Work Program (UPWP) is to provide the citizens of the Grand Island Area Metropolitan Planning Organization (GIAMPO) and all partnering governing bodies with an outline of the Metropolitan Planning Organization's (MPO) planned work activities for fiscal year 2018 (July 1, 2017 to June 30, 2018). The UPWP is a budget document prepared annually, and it may be amended by the GIAMPO Policy Board as priorities and activities change.

The UPWP provides guidance and serves as a management mechanism for scheduling, budgeting, and evaluating the planning activities of GIAMPO. The UPWP defines the major administrative and technical work elements for a specific planning year and identifies the major sources of funding for these projects. The primary purpose of the UPWP is to ensure adherence to/compliance with provisions of 23 CFR 450. The UPWP guides GIAMPO in completing the work elements that lead to the development and implementation of the Long Range Transportation Plan (LRTP) and Transportation Improvement Program (TIP).

The work elements defined in the UPWP are reviewed and approved by GIAMPO, ONE DOT (Federal Highway Administration and Federal Transit Administration), and the Nebraska Department of Roads (NDOR) who in turn have designated the City of Grand Island as the contracting agent responsible for administering and performing these elements approved within the program.

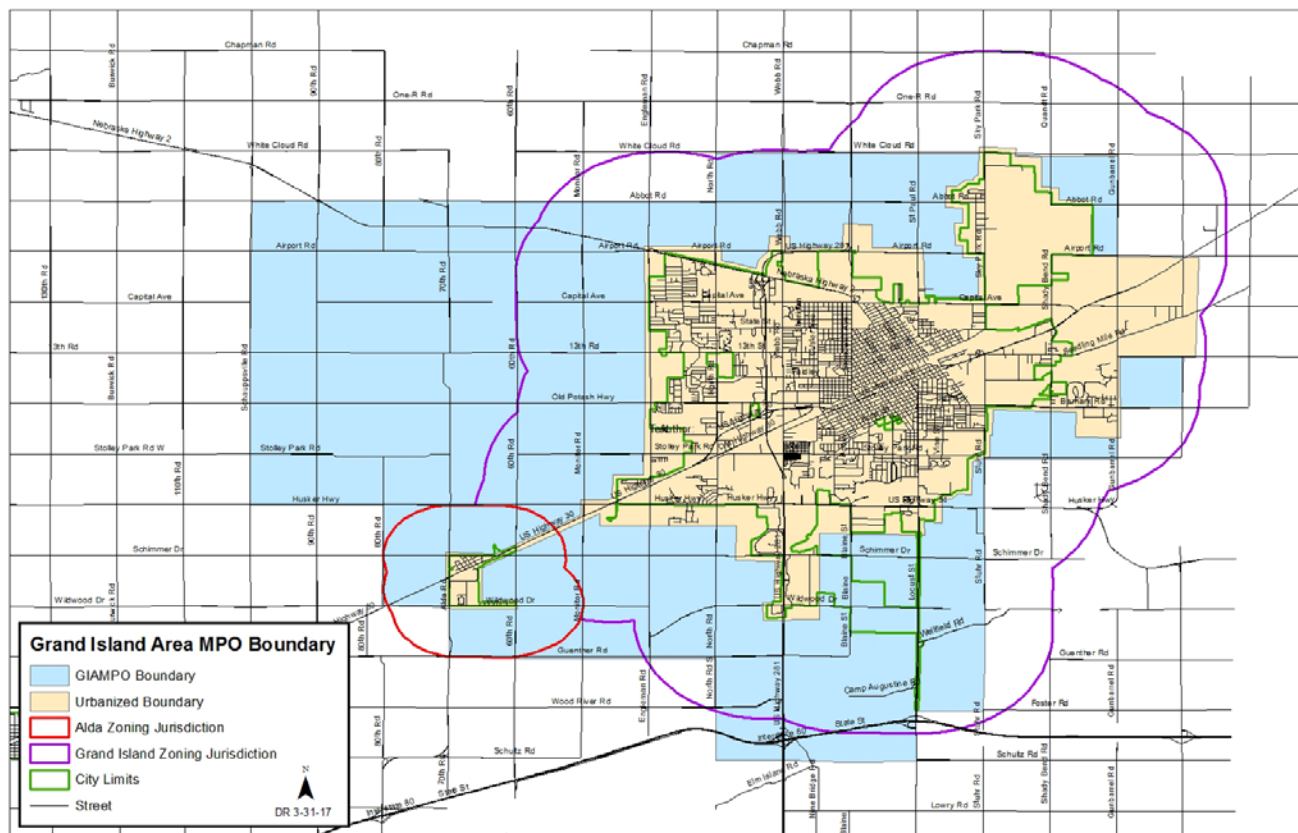
What is GIAMPO?

The Grand Island Area Metropolitan Planning Organization (GIAMPO) is the federally required Metropolitan Planning Organization (MPO) to carry out the Continuing, Cooperative, and Comprehensive (3-C) transportation planning process for the Grand Island metropolitan region. Responsibilities of GIAMPO include, but are not limited to:

- Providing the forum for local decision-making on transportation issues of a regional nature.
- Encouraging and seeking public involvement throughout the planning and development of the area's transportation plans and programs.
- Facilitating the development of all planning elements for the Metropolitan Planning Area
- Submitting transportation planning documents to the Federal Highway Administration (FHWA), Federal Transit Administration (FTA), and NDOR.

GIAMPO is responsible for transportation planning activities within a geographic area identified as the Metropolitan Planning Area (MPA). GIAMPO's MPA is comprised of the City of Grand Island, Village of Alda, portions of Hall County, and a portion of west Merrick County. The MPA is shown in **Figure 1**.

Figure 1 – GIAMPO Metropolitan Planning Area (MPA)



GIAMPO's structure is formed by two designed committees – Policy Board and Technical Advisory Committee (TAC). GIAMPO staff provides support to these committees.

Policy Board

The Policy Board is the governing body of GIAMPO. It is comprised of mostly elected officials that establish the overall policy direction for GIAMPO's planning activities. The Policy Board has the final responsibility of these activities, and it approves the MPO work products such as the UPWP, LRTP, and TIP.

Technical Advisory Committee

The Technical Advisory Committee (TAC) is a staff-level committee, which advises the Policy Board on technical matters related to MPO work products, transportation policies, and other technical studies and plans considered by GIAMPO. The TAC can establish subcommittees to provide technical and recommendations to them on transportation-related projects or issues. In 2016, a Bicycle and Pedestrian Advisory subcommittee was established for the GIAMPO Bicycle and Pedestrian Master Plan.

Staff

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

MPO FY 2018 Staff Time Estimates

Staff (equivalent staff time) Estimated	Staff Months	Est. Hours
Professional Staff (MPO Program Manager) - Direct	11.0	1,904
Administrative Staff (Administrative Assistance) - Direct	0.1	25

Federal Requirements for Transportation Planning

The *Fixing America's Surface Transportation Act* or "FAST Act", became law on December 4, 2015, and continues the Metropolitan Planning program. This program continues the federal requirement of the metropolitan transportation planning process to be continuous, cooperative, and comprehensive. The FAST Act includes ten (10) factors required for consideration in the planning process. The UPWP includes work activities to be accomplished over fiscal year 2018 which will address these factors. The ten (10) factors are the following:

1. Support the economic vitality of the metropolitan area, especially by enabling global competitiveness, productivity, and efficiency;
2. Increase the safety of the transportation system for motorized and non-motorized users;
3. Increase the security of the transportation system for motorized and non-motorized users;
4. Increase the accessibility and mobility options available to people and for freight;
5. Protect and enhance the environment, promote energy conservation, improve the quality of life, and promote consistency between transportation improvements and State and local planned growth and economic development patterns;
6. Enhance the integration and connectivity of the transportation system, across and between modes, for people and freight;
7. Promote efficient system management and operation;
8. Emphasize the preservation of the existing transportation system;
9. Improve the resiliency and reliability of the transportation system and reduce or mitigate stormwater impacts of surface transportation; and
10. Enhance travel and tourism.

Planning Emphasis Areas

The FHWA and FTA have jointly issued Planning Emphasis Areas (PEAs) for federal fiscal year 2016 that are planning areas the MPOs and State Departments of Transportation (DOTs) are to address as they develop their planning work programs. Listed here are the three strategic objectives for surface transportation that highlight current transportation planning regulations.

Transition to Performance Based Planning and Programming – This is the implementation of a performance management approach to transportation planning and programming.

Promote Cooperation and Coordination across Transit Agency, MPO, and State Jurisdictions – This is to be a coordinated approach with State DOTs, MPOs, and providers of public planning to improve the effectiveness of transportation decision-making that better supports common goals.

Access to Essential Services (Ladders of Opportunity) – The transportation planning process is used to develop and implement analytical methods that identify gaps in the connectivity of the transportation system and develop infrastructure and operational solutions that provide adequate access to essential services.

FY 2017 GIAMPO Accomplishments

The items listed below are the major activities completed during the previous fiscal year:

- Approved amendments to the Long Range Transportation Plan, FY 2016-2020 Transportation Improvement Program, FY 2017 UPWP, and Public Participation Plan
- Adopted the FY 2018-2022 Transportation Improvement Program for the GIAMPO Metropolitan Planning Area
- Adopted the GIAMPO Americans with Disabilities Act (ADA) Self-Evaluation Plan
- Acquired approval on the FTA 5307 grant application for transit operations in the Grand Island Urbanized Area for the period between July 1, 2016 to June 30, 2017
- Began the Regional Transit Needs Assessment and Feasibility Study
- Started the GIAMPO Bicycle and Pedestrian Master Plan

MPO FY 2018 Work Elements

The following pages detail the work elements that GIAMPO will undertake in FY 2018. These elements are divided into Unified Planning Work Program, Transportation Improvement Program, Public Participation Plan, Short Range Planning Activities, Long Range Transportation Plan, Transit Planning, and Administration/System Management.

Element A - Unified Planning Work Program (UPWP)

Purpose: Develop and maintain the annual UPWP and budget

Previous Work:

- Approved FY 2017 UPWP, including Amendment No. 1 and one Administrative Modification

Activities:

- Evaluate the status of work elements in the FY 2018 UPWP
- Maintain the FY 2018 UPWP and budget through Amendments and Administrative Modifications, as necessary
- Maintain the annual FHWA PL and Section 5305 grant contracts and any subsequent amendments
- Coordinate with planning partners regarding UPWP activities
- Prepare a "DRAFT" FY 2019 UPWP and submit it to NDOR by April 16, 2018
- Finalize and adopt the FY 2019 UPWP and budget by July 1, 2018

End Products:

- Amendments and Administration Modifications to the FY 2018 UPWP as needed
- Annual "DRAFT" FY 2019 UPWP
- Annual "FINAL" FY 2019 UPWP

<u>Budget - 150 MPO Program Manager Hours</u>	<u>Costs</u>	<u>Schedule</u>
FY 2018 UPWP and Budget Amendments/Admin Modifications	\$ 1,758.30	Ongoing
"DRAFT" FY 2019 UPWP	\$ 6,154.05	3 rd /4 th Quarters
"FINAL" FY 2019 UPWP	\$ 879.15	4 th Quarter
Other Direct	\$ 500.00	
Total Budget	\$ 9,291.50	

Element B - Transportation Improvement Program (TIP)

Purpose:

Develop, maintain, and monitor a five-year program of transportation projects and the financial plan that demonstrates the program can reasonably be implemented. GIAMPO will monitor the program, and will also continue the effort to gain public input on significant projects, and will provide mechanisms to inform the public of the funding availability for federal, state, and local projects.

Previous Work:

- Adopted the FY 2016-2020 TIP, including Amendment No. 1, Amendment No. 2, and one Administration Modification

Activities:

- Meet with stakeholders, decision-makers, and citizens concerning the TIP process and the TIP Program, when needed. This includes the development and presentations of Grand Island's one and six year road plans.
- Staff involvement on project related activities ensuring issues are properly identified and adequately addressed for timely implementation.
- Evaluate the status of projects in the FY 2018-2022 TIP
- Maintain the FY 2018-2022 TIP through Amendments and Administrative Modifications, as necessary
- Prepare the FY 2019-2023 TIP, which includes the self-certification of the MPO Planning Process
- Annual posting of federally funded projects for the previous fiscal year, including the status of every project in the first year of the previous TIP

End Products:

- Amendments and Administrative Modifications to the FY 2018-2022 TIP as needed
- Final "Draft" FY 2019-2023 TIP adopted by May 23, 2018
- Final "Draft" FY 2019-2023 TIP submitted to NDOR by June 15, 2017
- Annual Posting of projects and status of year 1 of the previous TIP on GIAMPO's website

<u>Budget - 170 MPO Program Manager Hours</u>	<u>Costs</u>	<u>Schedule</u>
FY 2018-2022 TIP Amendments/Admin Modifications	\$ 1,494.56	Ongoing
Grand Island's 1 and 6 Year Road Plan	\$ 996.37	2 nd Quarter
TIP Policy/Selection Process	\$ 996.37	3 rd /4 th Quarters
Approved FY 2019-2023 TIP	\$ 4,981.85	4 th Quarter
Federal/State Funds Expended Prior Year Publication	\$ 1,494.55	3 rd Quarter
Other Direct	<u>\$ 500.00</u>	
Total Budget	\$ 10,463.70	

Element C – Public Participation Plan (PPP)

Purpose:

Conduct public involvement activities in accordance with the Public Participation Plan (PPP) to effectively and continuously engage public input for the transportation planning process.

Previous Work:

- Continued making updates and enhancements to the GIAMPO website
- Published notices for meetings and public comment periods of MPO work products
- Conducted public comment periods for MPO work products

- Approved PPP No. 1
- Adopted the ADA Self-Evaluation and Transition Plan
- Adopted the Title VI Implementation Plan

Activities:

- Continuing education about the MPO and the purpose of the MPO. This will be done with media interviews, G1TV, and public speaking engagements with civic groups, as requested.
- The GIAMPO website will be maintained for meeting notices and information regarding transportation planning activities that affect the region.
- Maintenance and updating of social media sites such as Facebook and Twitter to inform interested parties on transportation planning activities
- Amend and revise the PPP as needed
- Maintain the Title VI Implementation Plan
- Attend public information meetings for transportation improvement projects and/or studies (as needed)
- Conduct public comment periods for MPO work products
- Publish notices for meetings and public comment periods of MPO work products
- Initiate the development of the Limited English Proficiency (LEP) Plan

End Product

- Continue to update GIAMPO website
- Continue to update social media sites
- Amendments to the PPP as needed
- LEP Plan

Budget - 200 MPO Program Manager Hours	Costs	Schedule
Title VI Mitigation/Assessment	\$ 4,102.70	Ongoing
PPP Review	\$ 2,344.40	Ongoing
Website Development/Maintenance	\$ 2,930.50	Ongoing
MPO Education	\$ 2,344.40	Ongoing
Other Direct	<u>\$ 2,500.00</u>	
Total Budget	\$ 14,222.00	

Element D – Short Range Planning

Purpose:

Carry out ongoing short range planning activities like mapping, data collection and maintenance, highway functional classification, and performance measures.

Previous Work:

- Updated Highway Functional Classification System
- Data interpretation
- Compiled data for GIAMPO planning area
- Attended the MAP-21 Transportation Performance Management Overview
- Attended the FHWA's Safety Target Setting Coordination Training Workshop
- Prepared maps for FY 2018 UPWP and FY 2018-2022 TIP

Activities:

- Coordinate with NDOR and other agencies in obtaining data for the GIAMPO planning area
- Review and update the Highway Function Classification System in coordination with NDOR as needed
- Assist NDOR in Highway Performance Management System (HPMS) data collection (i.e. traffic data collection)
- Provide technical assistance to local and state jurisdictions for their transportation projects as needed
- Perform the following activities relating to performance measures:
 - Develop performance measures and targets in coordination with FHWA, FTA, and NDOR
 - Conduct data collection and analysis related to transportation performance measures
- Work with City of Grand Island's GIS Coordinator to develop and/or update datasets for the City's Geographical Information System (GIS) including roads, sidewalks, bicycle routes, trails, traffic counts, crashes, etc.
- Work with City of Grand Island's GIS Coordinator to prepare maps for analysis, presentation, and work products

End Products

- Updated Highway Function Classification System
- Purchase of traffic counting equipment and supplies

Budget - 120 MPO Program Manager Hours	Costs	Schedule
Performance Measures	\$ 2,109.96	Ongoing
Data Collection	\$ 1,758.30	Ongoing
GIS Database	\$ 1,758.30	Ongoing
Mapping	\$ 1,406.64	Ongoing
Other Direct	\$ 500.00	
Total Budget	\$ 7,533.20	

Element E– Long Range Transportation Plan (LRTP)**Purpose:**

Implement and maintain the LRTP with regards to the intent and requirements of the FAST Act and guidance by the FHWA, FTA, and NDOR. This work element will support transportation activities recommended by the LRTP that lead to the development of an integrated multimodal transportation system to facilitate the safe and efficient movement of people and goods.

Previous Work:

- Reviewed TIP projects to ensure that TIP was consistent with the LRTP
- Approved LRTP Amendment No. 1
- Migrated the regional travel demand model to the MPO
- Completed the following activities for the Bicycle and Pedestrian Master Plan – developed and solicited a Request for Proposal, selected a consultant, and started the project

Activities:

- Through the development of the LRTP, the need was identified to conduct a bicycle and pedestrian study for the Grand Island urbanized area. During FY 2018, GIAMPO will complete a Bicycle and Pedestrian Master Plan, which includes working with the GIAMPO Bicycle and Pedestrian Advisory Committee.

- Coordinate with NDOR's Goods and Freight Movement Planning activities such as serving on the State Freight Advisory Committee. This activity supports the GIAMPO LRTP goal to improve vehicle mobility and connectivity, which supports economic vitality of the Grand Island area.
- Maintain and refine the regional travel demand model as new data is available
- Amend and/or revise the LRTP as necessary
- Coordinate FAST Act performance measures with FHWA, FTA, and NDOR and continue working on the performance monitoring and reporting required by the FAST Act for inclusion with the next LRTP Update.

End Products:

- LRTP Amendments and/or Revisions
- Bicycle and Pedestrian Master Plan
- Travel Demand Model Maintenance

Budget - 324 MPO Program Manager Hours	Costs	Schedule
Master Bike/Ped Plan – Support Consultant	\$ 5,696.89	1 st /2 nd Quarters
Master Bike/Ped Plan – Professional Services	\$ 80,000.00	1 st /2 nd Quarters
NDOR Freight Planning	\$ 3,797.93	1 st /2 nd Quarters
Travel Demand Model Maintenance	\$ 1,898.96	Ongoing
Amendment and/or Revisions to the LRTP	\$ 7,595.86	Ongoing
Other Direct	\$ 500.00	
Total Budget	\$ 99,489.64	

Element F – Transit Planning

Purpose:

In 2012, the City of Grand Island became the designated recipient to receive the FTA 5307(Urban) transit funds. In 2013, the City and Hall County entered into an interlocal agreement for Hall County Public Transportation to continue to operate services using unexpended FTA 5311(Rural) funds during a transitional period. In July 2016, the City approved an interlocal agreement where the City will provide public transit services within the City of Grand Island and Hall County through contract services with Hall Public County Transportation (dba Senior Citizens Industries, Inc.) up to a three year period. During FY 2017, GIAMPO began a Regional Transit Needs and Feasibility Study. This study will recommend preferred transit alternatives for the Grand Island urbanized area and rural areas in Hall County.

This work element will conduct and coordinate the planning activities of the City Transit Program to meet applicable federal, state, and municipal requirements.

Previous Work:

- Completed the following activities for the Regional Transit Needs Assessment and Feasibility Study – developed and solicited a Request for Qualifications, selected a consultant, and started the project
- Prepared FTA grant applications for the following activities:
 - Transit operations in the Grand Island Urbanized area from July 1, 2016 to June 30, 2017
 - Transit operations in the Grand Island Urbanized area from July 1, 2017 to June 30, 2018
 - Transit Program Manager position
- Developed a DBE Program and Goal document for the City of Grand Island
- Provided coordination and support with region's transit services provider
- Completed quarterly TrAMS reports to FTA
- Completed the Local Government Transit Survey for the Statewide Mobility Management project

- Attended FTA and/or NDOR related meetings such as the Mobility Management Coordinating meeting
- Adopted transit performance measures and targets for asset management

Activity:

- Perform a Regional Transit Needs and Feasibility Study. This study will identify transit needs and “Ladders of Opportunity”, and how best to address those needs within the MPO study area. At the conclusion of this study, preferred transit alternatives will be recommended for a five year period.
- Provide administration of planning grants for local transit, including grant preparation and financial and grant management
- Prepare transit elements for the FY 2019 UPWP and FY 2019-2023 TIP
- Complete and submit quarterly TrAMS reports to FTA
- Provide coordination and support with region’s transit services provider
- Attend relevant trainings, workshops, conferences, webinars, and other educational opportunities that include; but not limited to:
 - National Transit Institute
 - FTA
- Participate in the transit triennial review

End Product:

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

<u>Budget – 480 MPO Program Manager Hours</u>	<u>Costs</u>	<u>Schedule</u>
Transit Needs Analysis – Support Consultant	\$ 11,253.12	1 st /2 nd Quarters
Transit Needs Analysis – Professional Services	\$125,000.00	1 st /2 nd Quarters
Grant Administration	\$ 5,626.56	Ongoing
Transit Elements of UPWP and TIP	\$ 2,813.28	Ongoing
Transit Services Provider Coordination and Support	\$ 8,439.84	Ongoing
Other Direct (Training, Travel, Misc.)	<u>\$ 1,500.00</u>	Ongoing
Total Budget	\$154,632.80	

Element G – Administration/Systems Management

Purpose:

Carry out the administrative duties of the MPO. Activities include organizing meetings, producing agenda, minutes, committee support, coordination of agencies, and the general administration of the MPO. In addition, attend various meetings, conferences, workshops and training.

Previous Work:

- Held Policy Board and TAC meetings, including preparing agendas, minutes, and supporting documents
- Attended MPO Annual Coordination meeting and MPO Quarterly Coordination meetings
- Set meeting schedules for the Policy Board and TAC for calendar year 2017
- Held monthly GIAMPO staff meetings, including preparing agendas and supporting documents
- Attended Complete Streets Action Team meetings
- Attended Grand Island Walkability Leadership meetings
- Attended NDOR Freight Advisory Committee meetings
- Attended FHWA-NHI training courses including MAP-21 Transportation Performance Management Overview (including FAST Act Updates) and Freight & Transportation Logistics

- Hired the new MPO Program Manager on July 18, 2016
- Established reporting and invoicing practices for the transportation planning program
- Prepared quarterly progress reports and associated reimbursement requests to NDOR
- Provided for office equipment for the MPO staff

Activities:

- Support the Policy Board, TAC, and Bicycle and Pedestrian Advisory Committee (MPO subcommittee) with meeting packet development, distribution, and other meeting support and administrative duties
- Compile and submit quarterly reimbursement reports to NDOR
- Compile and submit quarterly progress reports to NDOR
- Manage the GIAMPO Funding Streams
- Track the status of UPWP budget and activities
- Attend relevant trainings, workshops, conferences, webinars, and other educational opportunities that include; but not limited to:
 - National Highway Institute
 - FHWA
 - American Planning Association (APA)
 - Association of Metropolitan Planning Organizations (AMPO)
 - Nebraska Chapter of APA annual conference and other workshops
- Prepare for and/or attend relevant transportation-related meetings that include; but not limited to:
 - GIAMPO staff meetings
 - MPO Annual Coordination meeting and MPO Quarterly Coordination meetings
 - NDOR-related meetings
 - Complete Streets Action Team meetings
 - Grand Island Walkability Leadership meetings
- Prepare for and/or attend employee-related activities such as performance evaluation, work benefits, etc.
- Purchase TransCAD technical support and software maintenance for a period of one year

End Product:

- Meeting agendas, minutes, and support documents for Policy Board, TAC, and Bicycle and Pedestrian Advisory Committee
- Quarterly reimbursement requests and progress reports
- General Administration of the established 3-C Transportation Planning Process for GIAMPO. This includes attending educational opportunities, transportation-related meetings, and employee-related activities.

<u>Budget - 485 MPO Program Manager/Admin Staff Hours</u>	<u>Costs</u>	<u>Schedule</u>
Direct		
Prepare Meetings for Policy Board, TAC, and Bicycle and Pedestrian Advisory Committee	\$ 5,571.22	Ongoing
Meeting Minutes and Other Documentation	\$ 4,178.41	Ongoing
Manage Funding Streams and Budget	\$ 6,964.03	Ongoing
General Administration of GIAMPO	<u>\$ 11,142.44</u>	Ongoing
	\$ 27,856.10	
Other Direct		
Office Supplies, Phone, Advertisement, Misc.	\$ 2,500.00	
Software Maintenance/Support TransCAD	\$ 1,200.00	
Individual and Organizational Membership Fees		

with APA, AICP, and AMPO	\$ 800.00
Training/Conferences/Meetings – registration fees, travel, lodging, meals, etc.)	<u>\$ 1,772.61</u>
	\$ 6,272.61
Total Budget	\$ 34,128.71

Total UPWP Budget

It is anticipated that the cost of implementing this UPWP for GIAMPO will be **\$329,761.55**, during FY 2018. Based on the formula funding for MPOs in Nebraska, in FY 2018 GIAMPO is eligible for up to \$143,303.00 Federal Highway Planning funds and \$27,875.00 Federal Transit Section 5305 funds for staffing and other expenses. An additional \$100,000.00 Federal Transit Section 5307 is programmed for a Transit Needs Analysis. The City of Grand Island, by agreement, provides at least a 20% match. Total revenue for the MPO planning program equals **\$338,972.50**.

Grand Island Area Metropolitan Planning Organization

DISTRIBUTION OF COSTS BY WORK ELEMENT

FY 2018 UPWP

FY 2018 FEDERAL HIGHWAY ADMINISTRATION (FHWA) PL - PROGRAM COSTS

July 1, 2017 - June 30, 2018

Project Number - TBD, Control Number - TBD, Agreement No. - TBD

Category	Cost Category	Est. Work Hours	Total	NE Federal	Grand Island	Total
				80%	20%	100%
UPWP						
	Direct Labor - MPO Program Manager	150	5,320.50	4,256.40	1,064.10	5,320.50
	Fringe/Indirect - MPO Program Manager		3,471.00	2,776.80	694.20	3,471.00
	Other Direct		500.00	400.00	100.00	500.00
	Total Unified Planning Work Program		\$9,291.50	\$7,433.20	\$1,858.30	\$9,291.50
TIP						
	Direct Labor - MPO Program Manager	170	6,029.90	4,823.92	1,205.98	6,029.90
	Fringe/Indirect - MPO Program Manager		3,933.80	3,147.04	786.76	3,933.80
	Other Direct		500.00	400.00	100.00	500.00
	Total Transportation Improvement Program		\$10,463.70	\$8,370.96	\$2,092.74	\$10,463.70
PPP						
	Direct Labor - MPO Program Manager	200	7,094.00	5,675.20	1,418.80	7,094.00
	Fringe/Indirect - MPO Program Manager		4,628.00	3,702.40	925.60	4,628.00
	Other Direct		2,500.00	2,000.00	500.00	2,500.00
	Total Public Participation Plan		\$14,222.00	\$11,377.60	\$2,844.40	\$14,222.00
Short Range Planning						
	Direct Labor - MPO Program Manager	120	4,256.40	3,405.12	851.28	4,256.40
	Fringe/Indirect - MPO Program Manager		2,776.80	2,221.44	555.36	2,776.80
	Other Direct		500.00	400.00	100.00	500.00
	Total Short Range Studies		\$7,533.20	\$6,026.56	\$1,506.64	\$7,533.20
L RTP						
	Direct Labor - MPO Program Manager	324	11,492.28	9,193.82	2,298.46	11,492.28
	Fringe/Indirect - MPO Program Manager		7,497.36	5,997.89	1,499.47	7,497.36
	Bike/Ped Master Plan - Outside Consultant Service		80,000.00	64,000.00	16,000.00	80,000.00
	Other Direct		500.00	400.00	100.00	500.00
	Total Long Range Transportation Plan		\$99,489.64	\$79,591.71	\$19,897.93	\$99,489.64
Transit Planning						
	Direct Labor - MPO Program Manager	480	17,025.60	13,620.48	3,405.12	17,025.60
	Fringe/Indirect - MPO Program Manager		11,107.20	8,885.76	2,221.44	11,107.20
	Transit Needs Analysis - Outside Consultant Service 5307		125,000.00	100,000.00	25,000.00	125,000.00
	Other Direct		1,500.00	1,200.00	300.00	1,500.00
	Total Transit Planning		\$154,632.80	\$123,706.24	\$30,926.56	\$154,632.80
Administration/System Management						
	Direct Labor - MPO Program	460	16,316.20	13,052.96	3,263.24	16,316.20
	Fringe/Indirect - MPO Program Manager		10,644.40	8,515.52	2,128.88	10,644.40
	Direct Labor - Administrative Assistance	25	709.75	567.80	141.95	709.75
	Fringe/Indirect - Administrative Assistance		185.75	148.60	37.15	185.75
Other Direct	Office Supplies, Phone, Misc.		2,500.00	2,000.00	500.00	2,500.00
	Software Maintenance/Support TransCAD		1,200.00	960.00	240.00	1,200.00
	Individual and Organizational Membership Fees		800.00	640.00	160.00	800.00
	Training/Conferences/Meetings		1,772.61	1,418.09	354.52	1,772.61
	Total Administration/System Management		\$34,128.71	\$27,302.97	\$6,825.74	\$34,128.71
FHWA 2018	Direct Labor FHWA	1449	51,219.03	40,975.22	10,243.81	51,219.03
	Fringe/Indirect FHWA		33,137.11	26,509.69	6,627.42	33,137.11
	Other Direct (includes Bike/Ped Master Plan - Consultant)		90,772.61	72,618.09	18,154.52	90,772.61
FHWA FY 2018	Grand Total FHWA PL UPWP		\$175,128.75	\$140,103.00	\$35,025.75	\$175,128.75

FTA 2018	Direct Labor FTA	480	17,025.60	13,620.48	3,405.12	17,025.60
	Fringe/Indirect FTA		11,107.20	8,885.76	2,221.44	11,107.20
	Other Direct (includes Transit Needs Study - Consultant)		126,500.00	101,200.00	25,300.00	126,500.00
FTA FY 2018	Grand Total FTA Section 5305		\$154,632.80	\$123,706.24	\$30,926.56	\$154,632.80

NOTES:

Total Highway Planning Federal Highway Planning - FHWA

\$175,128.75	\$140,103.00	\$35,025.75	\$175,128.75
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Total Transit Federal Transit Administration

\$154,632.80	\$123,706.24	\$30,926.56	\$154,632.80
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Total FY 2018 UPWP

\$329,761.55	\$263,809.24	\$65,952.31	\$329,761.55
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FHWA Available Revenue

\$179,128.75	\$143,303.00	\$35,825.75	\$179,128.75
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FTA Available Revenue

\$34,843.75	\$27,875.00	\$6,968.75	\$34,843.75
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FTA Carry Over 5307

\$125,000.00	\$100,000.00	\$25,000.00	\$125,000.00
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Remaining FHWA Funds

\$4,000.00	\$3,200.00	\$800.00	\$4,000.00
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Remaining FTA Funds

\$5,210.95	\$4,168.76	\$1,042.19	\$5,210.95
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Total Program Funds Remaining

\$9,210.95	\$7,368.76	\$1,842.19	\$9,210.95
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RESOLUTION 2017-234

WHEREAS, the Nebraska Department of Transportation has prepared a Planning Agreement for Fiscal Year 2018 for the City of Grand Island for the purpose of providing partial funding of Grand Island Area Metropolitan Planning Organization's (GIAMPO) transportation planning activities scheduled to be performed commencing July 1, 2017, as outlined in the Unified Planning Work Program attached to such agreements; and

WHEREAS, the maximum amount of cash support from the State under such agreement is \$22,754.40 (80%) of 49 USC Section 5305 funds for Fiscal Year 2018; and

WHEREAS, the local 20% funds would be the City's obligation not to exceed \$5,688.60 and can be part of inkind services (staff time & expenses); and

WHEREAS, an agreement with the Nebraska Department of Transportation for Fiscal Year 2018 is required to proceed.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, the agreement with the Nebraska Department of Transportation for the purpose of providing partial funding of Grand Island Area Metropolitan Planning Organization's (GIAMPO) transportation planning activities scheduled to be performed commencing July 1, 2017, as outlined in the Unified Planning Work Program attached to such agreement is hereby approved.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to execute the Planning Agreement for Fiscal Year 2018.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 22, 2017.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
August 18, 2017	☐ City Attorney



City of Grand Island

Tuesday, August 22, 2017

Council Session

Item G-16

**#2017-235 - Approving Change Order No. 1 (Time Extension) for
North Broadwell Avenue Drainage Project No. 2017-D-3**

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

Council Agenda Memo

From: Keith Kurz PE, Assistant Public Works Director

Meeting: August 22, 2017

Subject: Approving Change Order No. 1 (Time Extension) for North Broadwell Avenue Drainage Project No. 2017-D-3

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

Background

The Diamond Engineering Company of Grand Island, Nebraska was awarded a \$140,361.50 contract on April 25, 2017, via Resolution No. 2017-127, for North Broadwell Avenue Drainage Project No. 2017-D-3.

The drainage improvements are located on North Broadwell Avenue between BNSF Railroad and US Highway 281.

Discussion

Due to a potential conflict with the drainage pipe and water main at the north driveway into the Veterans Athletic Complex a time extension is being requested on this project. With fall activities underway at the Veterans Athletic Complex, which require water service for the restrooms and concession stand, there isn't a good time prior to September 1, 2017 to relocate the water main. The Diamond Engineering Company will need approximately 2-3 weeks to lower the water main and perform necessary testing. The north ball field driveway will be finished up after fall activities have been completed.

Original completion date was set at September 1, 2017, with a request to extend this to December 15, 2017. There will not be any contract amount modification with this change order.

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 extending the completion date to December 15, 2017, as noted in Change Order No. 1.

Sample Motion

Move to approve the resolution.



CONTRACT TIME EXTENSION

PROJECT: North Broadwell Avenue Drainage Project No. 2017-D-3

CONTRACTOR: The Diamond Engineering Company

AMOUNT OF CONTRACT: \$140,361.50

CONTRACT DATE: April 25, 2017

Notice to Proceed Date ----- May 2, 2017
Original Completion Date ----- September 1, 2017
Revised Completion Date ----- December 15, 2017

The Above Change Order Accepted:

The Diamond Engineering Company

By _____ Date _____

Approval Recommended:

By _____ Date _____
John Collins PE, Public Works Director/City Engineer

Approved for the City of Grand Island, Nebraska

By _____ Date _____
Mayor

Attest _____
City Clerk

RESOLUTION 2017-235

WHEREAS, on April 25, 2017, via Resolution 2017-127, the City of Grand Island awarded The Diamond Engineering Company of Grand Island, Nebraska the bid in the amount of \$140,361.50 for North Broadwell Avenue Drainage Project No. 2017-D-3; and

WHEREAS, the completion of such project has been delayed due to a potential conflict with the drainage pipe and water main at the north driveway into the Veterans Athletic Complex; and

WHEREAS, The Diamond Engineering Company has requested an extension from September 1, 2017 to December 15, 2017 in order to complete the project; and

WHEREAS, there will not be any contract amount modification with such time extension; and

WEREAS, the Public Works Department supports such contract extension.

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. 1 between the City of Grand Island and The Diamond Engineering Company of Grand Island, Nebraska to provide the requested time extension for North Broadwell Avenue Drainage Project No. 2017-D-3.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 22, 2017.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
August 18, 2017	☐ City Attorney



City of Grand Island

Tuesday, August 22, 2017

Council Session

Item G-17

**#2017-236 - Approving Engineering Consulting Agreement for
13th Street Roadway Improvements; Project No. 2018-P-1**

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

Council Agenda Memo

From: Keith Kurz PE, Assistant Public Works Director

Meeting: August 22, 2017

Subject: Approving Engineering Consulting Agreement for 13th Street Roadway Improvements; Project No. 2018-P-1

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

Background

Roadway improvements along 13th Street from Moores Creek to North Road, as well as intersection improvements at 13th Street and North Road are being planned. With a number of design concepts and potential right-of-way issues to work through, it is desired to start working through these with an initial conceptual design phase. Public Works Engineering staff is proposing a three lane curb and gutter roadway section with associated sidewalk and other miscellaneous improvements. This project also will get much needed drainage improvements to the 13th and North Road intersection which do not exist today. This step is needed prior to any roadway improvements on North Road itself in the future.

On July 10, 2017 the Engineering Division of the Public Works Department advertised for Engineering Services for 13th Street Roadway Improvements, with eighteen (18) potential respondents.

Discussion

Five (5) engineering firms submitted qualifications for the engineering services for 13th Street Roadway Improvements; Project No. 2018-P-1. Alfred Benesch & Company of Lincoln, Nebraska was selected as the top engineering firm based on the pre-approved selection criteria.

- Firm experience and qualifications on similar work (50%)
- Proposed project schedule/approach (40%)
- Past experience working with the City of Grand Island Public Works Department (10%)

Compensation for Alfred Benesch & Company's services will be provided on a time and expense basis not to exceed \$15,000.00. Amendments will be required in the future for final engineering design and construction phase services.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the agreement with Alfred Benesch & Company of Lincoln, Nebraska, in the amount of \$15,000.00.

Sample Motion

Move to approve the resolution.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

**REQUEST FOR QUALIFICATIONS
FOR
ENGINEERING SERVICES FOR THE PUBLIC WORKS DEPARTMENT
2018 CAPITAL IMPROVEMENT PROJECTS; SELECTED LOCATIONS**

RFP DUE DATE: July 25, 2017 at 4:00 p.m.

DEPARTMENT: Public Works

PUBLICATION DATE: July 8, 2017

NO. POTENTIAL BIDDERS: 18

SUMMARY OF PROPOSALS RECEIVED

Alfred Benesch & Company
Grand Island, NE

Schemmer Architects
Lincoln, NE

Black & Veatch
Kansas City, MO

JEO Consulting Group, Inc.
Wahoo, NE

HDR
Omaha, NE

Miller & Associates
Kearney, NE

Olsson Associates
Grand Island, NE

cc: John Collins, Public Works Director
Marlan Ferguson, City Administrator
Stacy Nonhof, Purchasing Agent

Catrina DeLosh, PW Admin. Assist.
Renae Griffiths, Finance Director
Keith Kurz, Assist. Public Works Director

P1986

RESOLUTION 2017-236

WHEREAS, on July 10, 2017 the Engineering Division of the Public Works Department advertised for Engineering Services for 13th Street Roadway Improvements; Project No. 2018-P-1; and

WHEREAS, on July 25, 2017 five (5) engineering firms submitted qualifications for such services; and

WHEREAS, based on the pre-approved selection criteria Alfred Benesch & Company of Lincoln, Nebraska was selected as the top engineering firm; and

WHEREAS, the City of Grand Island and Alfred Benesch & Company of Lincoln, Nebraska wish to enter into an Engineering Services Agreement to provide engineering consulting services for such project; and

WHEREAS, an amendment will be brought before council at a later date to address construction phase services.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Engineering Services Agreement between the City of Grand Island and Alfred Benesch & Company of Lincoln, Nebraska for engineering services related to 13th Street Roadway Improvements; Project No. 2018-P-1, in the amount of \$15,000.00, is hereby approved.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to execute such agreement on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 22, 2017.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
August 18, 2017	☐ City Attorney



City of Grand Island

Tuesday, August 22, 2017

Council Session

Item G-18

#2017-237 - Approving Agreement with Clean Community Systems

Staff Contact: Jerry Janulewicz

Council Agenda Memo

From: Jerry Janulewicz, City Attorney

Meeting: August 22, 2017

Subject: Agreement with Grand Island Area Clean Community System

Presenter(s): Jerry Janulewicz, City Attorney

Background

Grand Island Clean Community System and City Administration are proposing for FY 2017-18 an appropriation of \$25,000.00 for services provided by Grand Island Area Clean Community System (GICCS). Prior to any monies being paid out to GICCS for FY 2017-18, an Agreement is needed to specify the obligations of each party and payment terms.

Discussion

The City is authorized to establish and provide for the support of any service, facility, or system required by the Integrated Solid Waste Management Act pursuant to the authority of Section 13-2021 of the Nebraska Revised Statutes, as amended. The Integrated Solid Waste Management Act requires the implementation of a solid waste management plan to provide for a local waste reduction and recycling program. GICCS actively educates the public on recycling and solid waste and other environmental issues, and provides an educational resource center on such issues. GICCS proposes a contract with the City to provide the following services:

1. Develop and print 20,000 utility bill inserts one to two times per year on environmental issues.
2. Develop and print 20,000 recycling brochures annually, updating recycling opportunities in Grand Island.
3. Work with local recyclers to identify public misunderstanding of existing recycling programs.
4. Assist in providing public education to maximize recycling program use and minimize problems.
5. Foster and support corridor litter controls and beautification groups and organizations.
6. Provide and maintain information on environmental/recycling issues and concerns.
7. Provide consulting services to implement integrated solid waste plans.

8. Endorse and encourage recycling through educational presentations.
9. Conduct presentations on environmental issues and concerns to school groups, civic organizations and governmental agencies.
10. Coordinate community clean-ups with the City of Grand Island Solid Waste Superintendent.
11. Work with the Solid Waste Superintendent to collect and evaluate recycling/diversion data from local recyclers.
12. Secure grant funding on an annual basis to provide household hazardous waste collection and disposal services for the citizens of Grand Island.

In consideration of GICCS performing the services provided for in this agreement, the City agrees to pay the CCS Twenty-Five Thousand and No/100 Dollars (\$25,000.00) annually for a total contract price of Twenty-Five Thousand Dollars and No/100 (\$25,000.00).

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the Agreement with Grand Island Area Clean Community System.

Sample Motion

Move to approve Resolution 2017-237.

Grand Island Area Clean Community System Partnership with the City of Grand Island

DATE: August 22, 2017

TO: Mayor Jensen, members of the City Council, City Administrator Marlan Ferguson and Citizens of Grand Island.

FROM: L. Denise McGovern-Gallagher, Executive Director

This past fiscal year (October 1, 2016 – September 30, 2017) was again a very busy year for Clean Community System. We continue with our very aggressive marketing of the Betty Curtis Household Hazardous Waste facility. Our hours continue to be Monday-Friday, 8:00 am to 4:30 pm and the first & third Saturday of each month from 8:00 am to Noon. As reported in December of last year, our intake of hazardous waste was 112,160 pounds for the year. For the period of January thru August 16th we have already collected **103,429 pounds** with 4-1/2 months to go. Of the hazardous waste collected, we have recycled **27,268 pounds** through our Swap Shop so far this year and 31,767 pounds in 2016.

We have held two (2) electronic recycling days during the past year in addition to accepting smaller electronic daily. In 2017 we have accepted **56,866 pounds**. This compares to the 31,076 pounds collected the prior year.

Assisting in the safe disposal of hazardous waste we have contracted with Heritage Environmental out of Kansas City, Missouri. We have also been granted two (2) Hazardous Waste Grants through Nebraska Environmental Trust and Nebraska Department of Environmental Quality. These grants help offset payroll, supplies, operational, and contractual expenses. For 2017 we have been awarded \$320,149 for Household Hazardous Waste and electronics' recycling.

Our promise to the City of Grand Island does not stop with hazardous waste. To assist us in marketing our services, we developed a new web site that is user friendly and informative. We also developed a cohesive brochure that is handed out to community groups, school age kids, parents, and events. In an effort to reach out to the five communities we serve, we utilize radio, newspapers, Twitter and Facebook.

We produce two inserts that are mailed to Grand Island residents by way of the monthly utility bill. For the City-wide Clean-up we had more people sign up this year because of the summer insert. Thank you! The spring insert focuses on recycling and the numerous partners we have in Grand Island. These partners do an excellent job making sure hazardous materials do not end up in our landfill or along our roadside ditches. Clean Community System contacts them annually to ensure their participation. We continually seek additional recyclers like Goodwill Industries.

The Litter Clean-up grant we receive from Nebraska Department of Environmental Quality is our tool for ensuring Grand Island roads and highways remain litter free

throughout the year. This past year we received \$39,051 which covers personnel, operational, and supplies. \$7,250 is earmarked just for litter control. One way we conquer litter is the Grand Island Adopt-A-Road program. We continue to have success recruiting individuals, community groups, non-profit organizations, and businesses to commit to two (2) litter clean-ups per year. The first is early in the spring and the other is during our City-wide Clean-up in August. For the period of October 1, 2016 through August 22, 2017 we had **2,016 volunteer's** clean-up **123.4 miles** of city streets and highway roads and **299.5 acres** of common areas and parks. Of this total, **1,026** were involved in the City-wide clean-up by cleaning up **73 miles** of roads and **207.5 acres**. This grant is instrumental in assisting other communities as well.

To pull together all the different faces of Clean Community System is public education. Without public education the mission we live by would not succeed. On staff is a full time Keep America Beautiful Coordinator and for the first time this summer a seasonal employee to help teach education. The majority of our teaching is done in area school rooms, but we also participate in area events like: Bear Fair at the City Library, Parks and Recreation summer fun camps, Nebraska State Fair, Hall County Fair, Rowe Platte River Safari, Hastings Museum Natural Wonders Class, Girl Scout camps & troops, Alliance Science Camp, Groundwater Festival, YMCA Summer Fun Club, Hastings Museum Junior Park Rangers, Hastings High School Science Club, Motor Litter Awareness Day, Prairie Loft Springfest, CCC Earth Week, and Mall Madness Camp. Kids & Adults learn about recycling, reuse, and reduction by way of playing games, story time, and making a fun toy or item from recycled products like a bird feeder. This past year we had **4,970 youth and 727 adults** participate in our programming. Funding for our Public Education again comes from Nebraska Department of Environmental Quality. This past year we were granted \$65,682.

Clean Community System is fortunate to have a very dedicated staff and board who truly believes in ensuring central Nebraska is a greener place. Thank you for your continued support.

AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of August 2017, by and between the **CITY OF GRAND ISLAND, NEBRASKA**, a Municipal Corporation, hereinafter referred to as "City", and **GRAND ISLAND AREA CLEAN COMMUNITY SYSTEM**, hereinafter referred to as "CCS".

WHEREAS, the City is authorized to establish and provide for the support of any service, facility, or system required by the Integrated Solid Waste Management Act pursuant to the authority of Section 13-2021 of the Nebraska Revised Statutes, as amended; and

WHEREAS, the Integrated Solid Waste Management Act requires the implementation of a solid waste management plan to provide for a local waste reduction and recycling program; and

WHEREAS, the CCS actively educates the public on recycling and solid waste and other environmental issues, and provides an educational resource center on such issues; and

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the City and the CCS agree as follows:

1. **RESPONSIBILITIES.** The CCS agrees to perform the following services pursuant to this agreement:

(A) Develop and print 20,000 utility bill inserts one to two times per year on environmental issues.

(B) Develop and print 20,000 recycling brochures annually, updating recycling opportunities in Grand Island.

(C) Work with local recyclers to identify public misunderstanding of existing recycling programs. Assist in providing public education to maximize recycling program use and minimize problems.

(D) Foster and support corridor litter controls and beautification groups and organizations.

(E) Provide and maintain information on environmental/recycling issues and concerns.

(F) Provide consulting services to implement integrated solid waste plans.

(G) Endorse and encourage recycling through educational presentations.

(H) Conduct presentations on environmental issues and concerns to school groups, civic organizations and governmental agencies.

(I) Coordinate community clean-ups with the City of Grand Island Solid Waste Superintendent.

(J) Work with the Solid Waste Superintendent to collect and evaluate recycling/diversion data from local recyclers.

(K) Secure grant funding on an annual basis to provide household hazardous waste collection and disposal services for the citizens of Grand Island.

2. COMPENSATION. In consideration of the CCS performing the services provided for in this agreement, the City agrees to pay the CCS Twenty-Five Thousand and No/100 Dollars (\$25,000.00) annually for a total contract price of Twenty-Five Thousand Dollars and No/100 (\$25,000.00) Payment shall be made in four (4) quarterly installments of Six Thousand Two Hundred and Fifty Dollars and No/100 (\$6,250.00) with the first installment due and payable upon execution of this agreement by all parties, and upon approval of this agreement by the Grand Island City Council.

3. TERM. This agreement shall take effect on October 1, 2017, after its approval by the City Council and execution by the Mayor, and shall terminate on September 30, 2018.

4. LIMITATION. CCS hereby agrees that the money paid by the City hereunder shall be used solely and specifically for the purposes stated herein.

5. TERMINATION. Either party may terminate this contract upon sixty (60) days written notice to the other party.

6. ENTIRE AGREEMENT. This agreement constitutes the entire agreement between the City and CCS notwithstanding any other oral agreements or understandings to the contrary and may be amended only in writing, approved and executed as required by law.

IN WITNESS WHEREOF, this agreement is executed by the respective parties.

CITY OF GRAND ISLAND, NEBRASKA,
A Municipal Corporation,

By: _____
Jeremy L. Jensen, Mayor

Attest: _____
RaNae Edwards, City Clerk

GRAND ISLAND AREA CLEAN
COMMUNITY SYSTEM

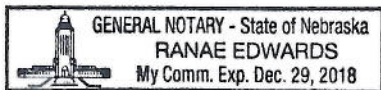
By: 

L. Denise McGovern-Gallagher, Executive Director

STATE OF NEBRASKA)
) ss
COUNTY OF HALL)

On August 16, 2017, before me, the undersigned, a Notary Public in and for said County and State, personally appeared L. Denise McGovern-Gallagher, Executive Director of the Grand Island Area Clean Community System, known personally to me to be the identical person who signed the foregoing Agreement and acknowledged the execution thereof to be his/her voluntary act and deed for the purpose therein expressed.

WITNESS my hand and notarial seal the date above written.




Notary Public

RESOLUTION 2017-237

WHEREAS, the City of Grand Island is authorized to establish and provide for the support of any service, facility, or system required by the Integrated Solid Waste Management Act pursuant to the authority of Section 13-2021 of the Nebraska Revised Statutes, as amended; and

WHEREAS, the Integrated Solid Waste Management Act requires the implementation of a solid waste management plan to provide for a local waste reduction and recycling program. Grand Island Clean Community System (GICCS) actively educates the public on recycling and solid waste and other environmental issues, and provides an educational resource center on such issues; and

WHEREAS, GICCS proposes a contract with the City to provide the following services:

1. Develop and print 20,000 utility bill inserts one to two times per year on environmental issues.
2. Develop and print 20,000 recycling brochures annually, updating recycling opportunities in Grand Island.
3. Work with local recyclers to identify public misunderstanding of existing recycling programs.
4. Assist in providing public education to maximize recycling program use and minimize problems.
5. Foster and support corridor litter controls and beautification groups and organizations.
6. Provide and maintain information on environmental/recycling issues and concerns.
7. Provide consulting services to implement integrated solid waste plans.
8. Endorse and encourage recycling through educational presentations.
9. Conduct presentations on environmental issues and concerns to school groups, civic organizations and governmental agencies.
10. Coordinate community clean-ups with the City of Grand Island Solid Waste Superintendent.
11. Work with the Solid Waste Superintendent to collect and evaluate recycling/diversion data from local recyclers.
12. Secure grant funding on an annual basis to provide household hazardous waste collection and disposal services for the citizens of Grand Island.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island be, and hereby is, authorized to enter into the Agreement with Grand Island Area Clean Community System for services as set forth above for a fee of Twenty-Five Thousand and No/100 Dollars (\$25,000.00) annually for a total contract price of Twenty-Five Thousand Dollars and No/100 (\$25,000.00).

Approved as to Form	<input type="checkbox"/>	_____
August 16, 2017	<input type="checkbox"/>	City Attorney

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to execute such Agreement on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 22, 2017.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

- 2 -



City of Grand Island

Tuesday, August 22, 2017

Council Session

Item H-1

**Consideration of Request from Rachel Dieken (aka Rachel Senff)
to Allow Privacy Fence in Public Right-of-Way**

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

Council Agenda Memo

From: Keith Kurz PE, Manager of Engineering Services

Meeting: August 22, 2017

Subject: Consideration of Request from Rachel Dieken (aka Rachel Senff) to Allow Privacy Fence in Public Right-of-Way

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

Background

On July 3, 2017 Code Enforcement received complaint of a privacy fence in the public right-of-way at 2320 W 6th Street, due to causing a sight obstruction for neighboring property owner leaving their driveway.

On July 6, 2017 Code Enforcement notified property owner of 2320 W 6th Street of City Code Section 20-11; Obstructing Public Right-of-Way (shown below) violation and option of either removing the portion of fence in the public right-of-way or applying for a License Agreement to allow the fence to remain as is.

§20-11. Obstructing Public Right-of-Way

(A) It shall be illegal for any person, corporation or entity to erect, plant, place, or maintain, fences, hedges, shrubbery, or other natural or man-made objects or structures on any public right-of-way which interfere with or are hazardous to the City's or the general public's use of the right-of-way. No such objects may be placed on any public right-of-way without the prior consent of the City.

(B) When the City discovers any objects on the city right-of-way as described in Subsection (A) herein, the City will notify the adjacent property owner or tenant that said objects shall be removed immediately upon giving personal notice or posting the property.

(C) Any objects not removed pursuant to Subsections (A) and (B) herein may be removed by city personnel and taken to the Grand Island Police Department impoundment facility or such other facility as the city deems appropriate for storing said objects. If the objects are not claimed by the owners within thirty days after being placed in storage, then the city may dispose of the property as it deems appropriate. If said objects are auctioned, the City may retain sufficient funds to pay all of the expenses of removal from the right-of-way and storage. Any person who has items removed from the right-of-way by the City shall pay a daily storage fee, the cost of disposal and an administrative fee of \$50.00.

Amended by Ordinance No. 8936, effective 10-13-2004

Property owner notified Code Enforcement that she would be applying for the License Agreement, which application for was submitted to Public Works Administration on July 6, 2017.

On July 10, 2017, written notification was mailed to property owner of 2320 W 6th Street of License Agreement application denial; with City Code Section 32-69 referenced which pertains to Occupancy of Public Right-of-Way.

§32-69. General

(1) It shall be unlawful for any person, as defined in §1-2 of this code, to use, occupy or obstruct any portion of any street, alley, sidewalk, easement or other public right-of-way or real estate owned by or under the control of the City of Grand Island without first applying for, securing and executing a License Agreement and paying the processing fee in accordance with the City of Grand Island Fee Schedule, which fee shall not be refundable. The procedure for application and review of a license agreement shall be as follows:

(A) An applicant or their agent shall file an application and a processing fee shall be paid in the Public Works Department on forms to be provided by the City.

(B) The Public Works Department shall review the information provided on the application and shall distribute copies of said application to such departments and agencies within the City as may have an interest in or be affected by the proposed use set out in the application for review, comment and/or recommendations.

(C) The application for license agreement shall be approved, unless a department or agency of the City finds that the proposed use violates a federal, state or local statute, regulation, ordinance, code, rule, regulation or policy or impedes, impairs, diminishes the use of the public land by the City, the public or other person which has a lawful right to use and/or occupy said lands.

(2) The Public Works Director or his/her designee, upon receipt of comments and/or recommendations from the aforementioned departments and agencies, may approve, or disapprove, in whole or in part an application for license agreement. The director or his/her designee may specify such conditions and terms to be included in the requested license agreement as are necessary and prudent to protect the interests of the City, public, or any person which has a lawful right to use and/or occupy said lands. The director shall inform the applicant or their agent in writing of any decision disapproving in whole or in part the application for license agreement, said decision to be sent to the address shown on the application.

(3) In the event an application submitted under (1) above is disapproved in whole or in part, the applicant, within fifteen (15) days of the date of the decision by the Public Works Director or his/her designee, may request that the application be placed on the agenda at a regular meeting of the Mayor and City Council for review and final decision. A request for review shall be made in writing and filed in the Public Works Department, along with the appeal fee set out in the Grand Island Fee Schedule.

(4) This section shall not apply to personal property which is not affixed or attached to the real estate except movable buildings or structures.

(5) An owner of an underground lawn sprinkling system encroaching into public Right-of-Way on any improvement project that is to receive Federal Transportation Funds shall obtain a license agreement subject to the requirements pursuant to this article.

(i) A processing fee is not required for a license agreement for underground sprinkling systems encroaching into public Right-of-Way, so long as it is in connection with Federal Transportation Funded projects.

(6) Underground vault space under public sidewalk on buildings constructed prior to 1972 in the Downtown Improvement Parking District, as defined in Section 13-1 of the Grand Island City Code, are maintained solely at the sufferance of the City. The City reserves the authority to require structural upgrades or removal if in the interest of public safety.

Amended by Ordinance No. 9372, effective 04/03/2012

Amended by Ordinance No. 9391, effective 08/14/2012

Such denial was based on City staff review and non-compliance with Code Section 20-11; Obstructing Public Right-of-Way. Staff review concluded by allowing the fence to remain in the public right-of-way the sight distance is obstructed for motor vehicular traffic.

Discussion

On August 7, 2017, Public Works Administration received an email from Rachel Dieken requesting an appeal to the license agreement denial and such be placed on the City Council agenda.

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

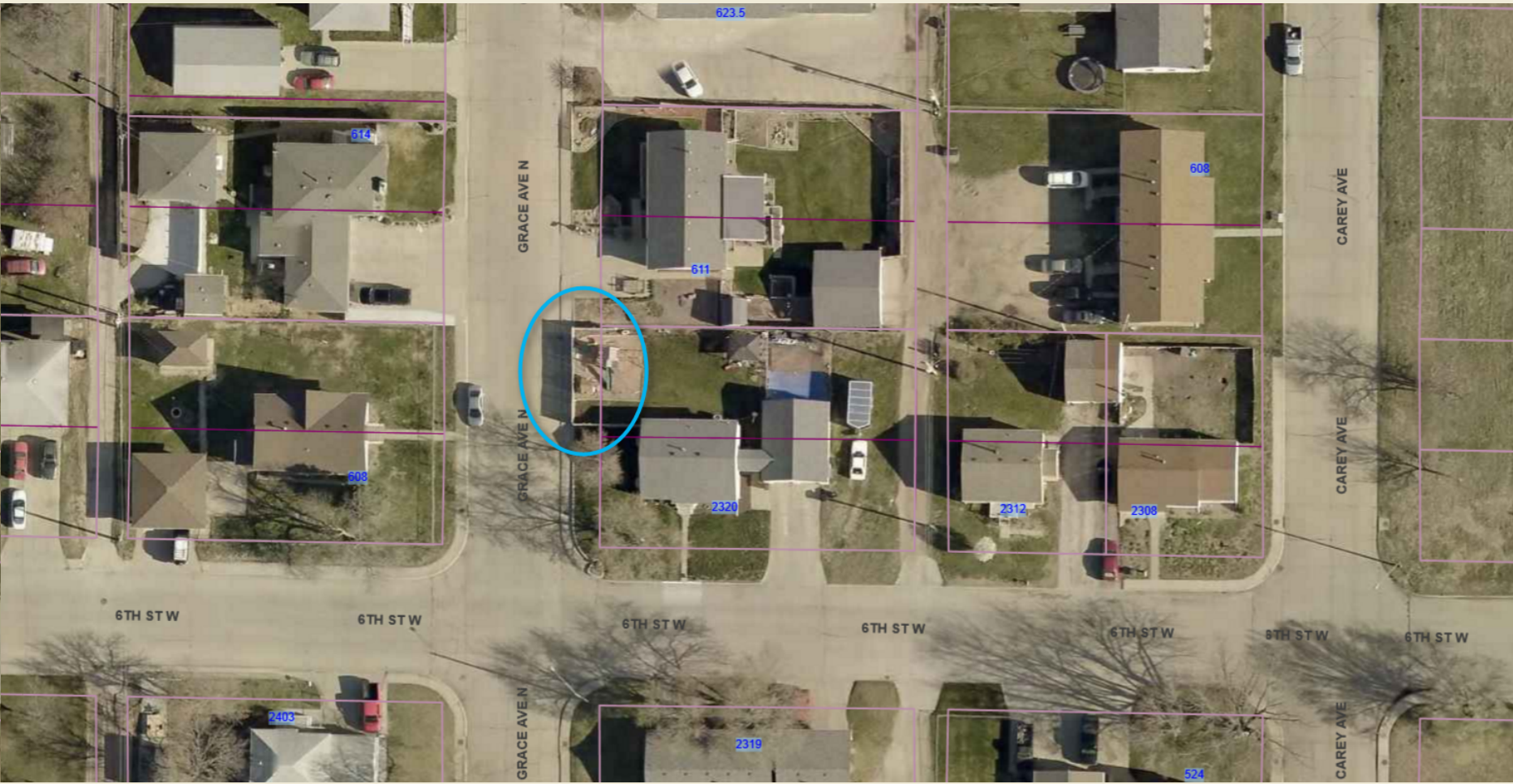
City Administration recommends that the Council deny the request as the encroachment causes sight obstructions for motor vehicular traffic.

Sample Motion

Move to deny the request.

2320 W 6th Street Fence in ROW







City of Grand Island

Tuesday, August 22, 2017

Council Session

Item I-1

#2017-238 – Consideration of Reporting Golf Operations in the General Fund Instead of an Enterprise Fund

Staff Contact: Renae Jimenez

Council Agenda Memo

From: Renae Jimenez, Finance Director

Meeting: August 22, 2017

Subject: Reclassification and inclusion of revenue and expenses of Golf operations into the General Fund

Presenter(s): Renae Jimenez, Finance Director

Background

The City has handled the operations of the Golf course as an enterprise fund. The rounds of golf have decreased resulting in decreasing revenues. The general fund has made transfers to the golf fund to help support its activities. The question has been raised as to whether or not the golf operations should be reported in the general fund.

Discussion

As noted above, the general fund has made transfers to the golf fund to support it. The rounds have decreased resulting in decreasing revenue and it's expected the general fund will need to support the golf fund again. It has been suggested that if the general fund continues to support the golf operations via a transfer, then why not just put the operations into the general fund as it is not raising enough from user fees to support costs and thus, would not be an enterprise fund.

Alternatives

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

1. Approve the resolution reclassifying the golf course operations to the general fund.
2. Postpone the issue to a future meeting.
3. Take no action.

Recommendation

It is Council's decision to either approve the reclassification to general fund or leave it as it is.

Sample Motion

Approve the resolution reclassifying the golf course operations to the general fund.

RESOLUTION 2017-238

WHEREAS, the City's municipal golf course is classified for budget purposes as an enterprise fund; and

WHEREAS, during the 2017-2018 budget process it was determined that the Golf Fund no longer functions as an Enterprise Fund due to an imbalance between revenue and expenses; and

WHEREAS, the City Council will adopt the 2017-2018 Budget at the September 12, 2017 meeting; and

WHEREAS, reclassification and inclusion of the revenue and expenses of the municipal golf course into the City's general fund for the 2017-2018 budget would facilitate budgeting and accounting between general fund and enterprise fund functions.

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

1. The municipal golf course should be and is hereby reclassified as a general fund function and obligation for the 2017-2018 Budget.
2. Funds remaining in the enterprise Golf Fund at the conclusion of the City's 2016-2017 budget year shall be transferred to the General Fund and allocated to the operation of the municipal golf course.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 22, 2017

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	▣ _____
August 18, 2017	▣ City Attorney



City of Grand Island

Tuesday, August 22, 2017

Council Session

Item J-1

Approving Payment of Claims for the Period of August 9, 2017 through August 22, 2017

The Claims for the period of August 9, 2017 through August 22, 2017 for a total amount of \$7,893,813.19. A MOTION is in order.

Staff Contact: Renae Jimenez



City of Grand Island

Tuesday, August 22, 2017

Council Session

Item S-1

#2017-218 - Approval of 2018 Recommended FTEs for the General Fund

This item was postponed from the August 15, 2017 Special Meeting.

Staff Contact: Marlan Ferguson



General Fund Projection

FTE Reduction; Additional Revenue; Including Wheel Tax

	2017	2018	2019	2020	2021
Beginning Cash	13,093,254	10,001,611	11,502,752	12,859,902	13,428,253
Revenue	35,842,372	37,258,114	38,903,277	39,681,342	40,474,969
Transfers In	754,103	765,000	765,000	765,000	765,000
Total Revenue	36,596,475	38,023,114	39,668,277	40,446,342	41,239,969
Personnel Services	27,721,062	26,906,375	28,386,226	29,947,468	31,594,579
Operating Expense	5,748,639	6,071,470	6,071,470	6,071,470	6,071,470
Transfers Out	3,535,778	1,935,000	1,935,000	1,935,000	1,935,000
Department Equipment	2,165,435	883,000	1,200,000	1,200,000	1,200,000
Debt Pymts	517,204	726,129	718,431	724,053	718,349
Total Appropriations	39,688,118	36,521,974	38,311,127	39,877,991	41,519,398
Ending Cash	10,001,611	11,502,752	12,859,902	13,428,253	13,148,824
Current % of Expenses	29.9%	34.9%	37.3%	37.3%	34.9%

Summary of Major Changes to 2018 Budget

General Fund Personnel	
Item	Dollar Impact
Administration Assistant to City Admin., currently vacant	(\$80,011)
Fire Department 2 Firefighter positions, currently vacant 1 Firefighter position, future retirement	(\$281,738)
Police Department Eliminate 2 CSO FTE positions PLUS 2 Police Officers, currently vacant 1 Police Officer, future retirement 2 PT CSO positions, currently vacant	(\$356,928)
Library Department 1 Library Assistant II, currently vacant 1 PT Library Page, currently vacant	(\$95,304)
Parks Department Eliminate all seasonal workers at Greenhouse PLUS 1 Maintenance Worker, currently vacant 1 Maintenance Worker, future retirement	(\$149,879)
50% Reduction in overtime for ALL Departments	(\$350,000)
TOTAL IMPACT	(\$1,313,859)
General Fund - Other Changes	
Item	Dollar Impact
Reduce total operating/capital equipment/transfers out budget	(\$98,972)
Increase in Property Tax	(\$1,400,000)
Increase to Gas Franchise Fee	(\$300,000)
Add Stormwater surcharge	(\$300,000)
TOTAL - OTHER CHANGES	(\$2,098,972)
TOTAL GENERAL FUND	(\$3,412,831)
Footnote: For the 2018 Budget the Engineering Department also removed the Public Works Engineer	
Other Changes	
Car Rental Occupation Tax, dedicated to Streets Dept.	(\$150,000)
Footnote: For the 2018 Budget the IT Department removed the AS400 Programmer	

Org #	Position Title	2010	2011	2012	2013	FTE 2014	2015	2016	2017	2018
10011101 Administration										
	Assistant to the Administrator	1	1	1	1	1	1	1	1	0
	City Administrator	1	1	1	1	1	1	1	1	1
	Receptionist	1	1	1	1	1	1	1	1	1
	Subtotal	3	3	3	3	3	3	3	3	2
10011203 Mayor		1	1	1	1	1	1	1	1	1
10011204 Council Members		10	10	10	10	10	10	10	10	10
10011301 City Clerk		1	1	1	1	1	1	1	1	1
10011401 Finance										
	Accountant	1	1	1	1	1	2	2	2	2
	Accounting Clerk	7	7	7	7	7	6	6	6	6
	Accounts Payable Clerk	1	1	1	1	1	1	1	1	1
	Assistant Finance Director	0	0	0	0	0	1	1	1	1
	Cashier	2	1	1	1	1	1	2	2	3
	Customer Service Team Leader	0	0	0	0	0	1	1	1	1
	Finance Director	1	1	1	1	1	1	1	1	1
	Finance Operations Supervisor	0	0	0	0	0	1	1	1	1
	Finance Secretary	1	1	1	1	1	1	1	1	0
	Finance Temporary Worker/Intern	0	0	0.25	0.25	0.25	0.25	0.25	0.25	0.25
	Meter Reader	6	5.5	5	5	5	5	5	5	5
	Meter Reader Supervisor	1	1	1	1	1	1	1	1	1
	Payroll Clerk	0	0	0	0	0	1	1	1	1
	Payroll Specialist	1	1	1	1	1	1	1	1	1
	Senior Accountant	1	1	1	1	1	0	0	0	0
	Senior Accounting Clerk	3	3	3	3	3	3	3	3	3
	Senior Meter Reader	1	1	1	1	1	1	1	1	1
	Utility Services Manager	1	1	1	1	1	0	0	0	0
	Subtotal	27	25.5	25.25	25.25	25.25	27.25	28.25	28.25	28.25
10011501 Legal										
	Attorney	1	1	1	1	1	1	1	1	1
	City Attorney	1	1	1	1	1	1	1	1	1
	Legal Secretary	1	1	1	1	1	1	1	1	1
	Subtotal	3	3	3	3	3	3	3	3	3
10011701 City Hall Building										
	Maintenance Worker I	1	1	1	1	1	1	0	0	0
	Maintenance Worker II	1	1	1	1	1	1	2	2	2
	Subtotal	2	2	2	2	2	2	2	2	2

10011801 Human Resources

HR Benefit & Risk Mgmt. Coordinator	0	0	1	1	1	1	1	1	1
HR Director	1	1	1	1	1	1	1	1	1
HR Recruiter	0	0	1	1	1	1	1	1	1
HR Specialist	3	3	1	1	1	1	1	1	1
Subtotal	4	4	4	4	4	4	4	4	4

10022001 Building Inspection

Admin Assistant - Building	2	2	2.1	2.1	2.1	1.35	1.35	1.35	1.35
Building Department Director	1	1	1	1	1	1	1	1	1
Building Inspector	2	2	2	2	2	2	2	2	2
Electrical Inspector	2	2	2	2	2	2	2	2	2
Plans Examiner	1	1	1	1	1	1	1	1	1
Plumbing Inspector	2	2	2	2	2	2	2	2	2
Subtotal	10	10	10.1	10.1	10.1	9.35	9.35	9.35	9.35

10022101 Fire Services

Admin Assistant - Fire	1	1	1	1	1	1	1	1	1
Fire Captain	15	15	15	12	12	12	12	12	12
Fire Chief	1	1	1	1	1	1	1	1	1
Fire Division Chiefs	4	4	4	3	3	3	3	3	3
Firefighter/EMT	24	21	21	21	21	21	21	21	21
Firefighter/Paramedic	30	27	27	27	27	27	27	27	24
Life Safety Inspector	0	0	0	1	1	2	2	2	2
Shift Commander	0	0	0	3	3	3	3	3	3
Subtotal	75	69	69	69	69	70	70	70	67

10022301 Police

Community Service Officers	3.136	2.5088	2.5088	4.5088	6.5088	6.5088	6.5088	6.5088	3.50528
Crime Analysis	0	0	0	1	1	1	1	1	1
Custodian - PT	1.25	1.25	1.25	1.25	1.25	1.25	1.25	1.25	1.25
Evidence Technician	1	1	1	1	1	1	2	2	2
Maintenance Worker II	1	1	1	1	1	1	1	1	1
Office Manager	1	1	1	1	1	1	1	1	1
Police Captain	3	3	3	3	3	3	3	3	3
Police Chief	1	1	1	1	1	1	1	1	1
Police Officer	62	60	60	64	69	69	69	69	66
Police Records Clerk	8	6.625	6	7	7	7	7	7	7
Police Sergeant	13	13	13	14	14	14	14	14	14
School Crossing Guards	4.55	0	0	0	0	0	0	0	0
Victim Assistance Unit Coordinator	1	1	1	1	1	1	1	1	1
Victim Assistance Advocate	0	0	0	0	0	0	0.2	0.2	0.2
Subtotal	99.936	91.3838	90.7588	99.7588	106.7588	106.7588	107.9588	107.9588	101.95528

10022601 Emergency Management

Emergency Management Coordinator	1	1	1	1	1	1	1	1	1
Emergency Management Deputy Director	1	1	1	1	1	1	1	1	1
Emergency Management Director	1	1	1	1	1	1	1	1	1
Subtotal	3	3	3	3	3	3	3	3	3

10022605 Public Safety Dispatcher

Public Safety Dispatcher	11	10	10	10	10	10	11	11	10.25
Senior Public Safety Dispatcher	3	3	2.5	2	2.5	3	3	3	3
Telecommunicator/EMD					0	0	0	0	0
Subtotal	14	13	12.5	12	12.5	13	14	14	13.25

10033001 PW Engineering

Asst PW Director/Mgr. of Engineering Services	1	1	1	1	1	1	1	1	1
CADD Operator	0	0	1	1	1	1	1	1	1
Civil Engineer Manager	1	0	0	0	0	0	0	0	0
Engineer I PW	0	0	0	0	0	1	1	1	1
Engineering Technician - PW	3	3	2	2	2	2	2	2	0
Engineering Technician - Supervisor	1	0	0	0	0	0	0	0	0
Senior Engineering Technician - PW	0	0	0	0	0	0	0	0	2
GIS Coordinator - PW	0.5	0.5	0	0	1	1	1	1	1
Project Manager	0	1	1	1	1	0	0	0	0
Public Works Engineer	0	0	1	1	1	1	1	1	0
Seasonal Worker	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75
Subtotal	7.25	6.25	6.75	6.75	7.75	7.75	7.75	7.75	6.75

10033002 PW Admin

Admin Assistant - Public Works	1	1	1	1	1	1	1	1	1
Public Works Director	1	1	1	1	1	1	1	1	1
Subtotal	2	2	2	2	2	2	2	2	2

210/10033501 Street & Transportation (FY2017 - 210 Fund)

Accounting Technician - Streets	1	1	0.5	0.5	0.5	0.5	0.5	0.5	0.5
Equipment Operator - Streets	7	6	6	5	5	5	5	5	5
Maintenance Worker - Streets	6	6	6	6	6	6	6	6	6
Seasonal Worker	1	0	0	0	0	0	0	0	0
Senior Equipment Operator	6	5	4	5	5	5	5	5	5
Senior Maintenance Worker - Streets	2	2	2	2	2	2	2	2	2
Street Foreman	2	2	2	2	2	2	2	2	2
Street Superintendent	1	1	1	1	1	1	1	1	1
Traffic Signal Technician	2	2	2	2	2	2	2	2	2
Subtotal	28	25	23.5	23.5	23.5	23.5	23.5	23.5	23.5

10044001 Planning

Admin Assistant - Planning	1	1	0.9	0.9	0.9	0.7	0.7	0.7	0.7
Planning Director	1	1	1	1	1	0.8	0.8	0.8	0.8
Planning Technician	0.62	0.62	0.62	0.62	0.62	0.62	0.62	0.62	0.62
Subtotal	2.62	2.62	2.52	2.52	2.52	2.12	2.12	2.12	2.12

10044002 CRA

Admin Assistant - Planning	0	0	0.1	0.1	0.1	0.2	0.2	0.2	0.2
Planning Director	0	0	0	0	0	0.2	0.2	0.2	0.2
Subtotal	0	0	0.1	0.1	0.1	0.4	0.4	0.4	0.4

10044301 Library

Custodian	1	1	1	1	1	1	1	1	1
Librarian I & II	4	3	3	3	3	3	3	3	2
Library Assistant Director	1	1	0	0	0	0	0	0	0
Library Assistant I & II	14.3595	14.2787	14.2787	14.2787	14.2787	14.2787	15	15	15
Library Clerk	1	0	0	0	0	0	0	0	0
Library Director	1	1	1	1	1	1	1	1	1
Library Page	2.6135	2.2769	2.2769	2.2769	2.2769	2.2769	2.5	2.5	2
Library Secretary	1	1	1	1	1	1	1	1	1
Maintenance Worker I	1	1	1	1	1	1	1	1	1
Seasonal Worker	0.375	0	0	0	0	0	0.5	0.5	0.5
Subtotal	27.348	24.5556	23.5556	23.5556	23.5556	23.5556	25	25	23.5

10044401 Parks Admin

Admin Assistant - Parks	1	1	1	1	1	1	1	1	1
Parks/Recreation Director	1	1	1	1	1	1	1	1	1
Subtotal	2	2	2	2	2	2	2	2	2

10044403 Parks Operations

Grounds Management Crew Chief	1	1	1	1	1	1	1	1	1
Maintenance Worker - Parks	10.16	8.58	8.58	8.58	8.58	8.58	9.58	9.58	7.58
Parks Maintenance Superintendent	1	1	1	1	1	1	1	1	1
Seasonal Workers	8.25	6.84	6.14	6.14	6.14	6.24	6.24	6.24	6.24
Senior Maintenance Worker - Parks	0	0	0	0	0	0	0	0	0
Subtotal	20.41	17.42	16.72	16.72	16.72	16.82	17.82	17.82	15.82

10044404 Greenhouse

Horticulturist	1	1	1	1	1	1	1	1	1
Seasonal Worker	1	0	0	0	0	0.4	0.6	0.6	0
Subtotal	2	1	1	1	1	1.4	1.6	1.6	1

10044405 Cemetery

Cemetery Superintendent	1	1	1	1	1	1	1	1	1
Ground Management Crew Chief	1	1	1	1	1	1	1	1	1
Maintenance Worker - Cemetery	4	3	3	3	3	3	3	3	3
Seasonal Worker	2.16	2.43	2.43	2.43	2.43	2.43	2.43	2.43	2.43
Subtotal	8.16	7.43	7.43	7.43	7.43	7.43	7.43	7.43	7.43

10044501 Recreation Admin									
Recreation Superintendent	1	1	1	1	1	1	1	1	1
Recreation Coordinator	0	1	1	1	0.5	0.5	0.5	0.5	0.5
Seasonal	0.5	0	0	0	0	0	0	0	0
Maintenance Worker	0	0.58	0.58	0.58	0.58	0.58	0	0	0
	1.5	2.58	2.58	2.58	2.08	2.08	1.5	1.5	1.5
10044508 Activity Leader									
Playground Program Supervisor	0.98	0.69	0.69	0.69	0.69	0.69	0.69	0.69	0.69
	0.4	0.69	0.69	0.69	0.69	0.69	0.69	0.69	0.69
Subtotal	1.38	1.38	1.38	1.38	1.38	1.38	1.38	1.38	1.38
10044511 All Children's Theater Seasonal Positions									
	0.12	0.12	0.12	0.12	0.12	0.12	0.12	0.12	0.12
10044514 All Hershey Track Meet Seasonal Positions									
	0.053	0.053	0.053	0.053	0.053	0.053	0.053	0.053	0.053
10044517 All Stolley Park Train Positions									
	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75
10044518 Field House Officials									
Recreation Coordinator	0.71	2.77	2.77	2.77	2.77	2.77	2.77	2.77	2.77
	0	0	0	0	0.5	0.5	0.5	1.1	1.1
Subtotal	0.71	2.77	2.77	2.77	3.27	3.27	3.27	3.87	3.87
10044513 Seasonal Outdoor Flag Football									
	0.12	0.06	0.06	0.06	0.06	0.06	0.06	0.06	0.06
10044525 All Water Park Seasonal Positions									
Maintenance Worker	16.14	16.14	16.14	16.14	16.14	16.14	16.14	16.14	16.14
Recreation Coordinator	0.84	0.84	0.84	0.84	0.84	0.84	0.42	0.42	0.42
	0	0	0	0	0	0	0.3	0.3	0.3
Subtotal	16.98	16.98	16.98	16.98	16.98	16.98	16.86	16.86	16.86
10044526 All Lincoln Pool Seasonal Positions									
Recreation Coordinator	1.86	1.86	1.86	1.86	1.86	1.86	1.86	1.86	1.86
	0	0	0	0	0	0	0.1	0.1	0.1
Subtotal	1.86	1.86	1.86	1.86	1.86	1.86	1.96	1.96	1.96
10044601 Public Information									
Public Information Officer	1	0.85	0.85	0.85	0.85	0.85	1	1	1
Audio-Video Tech	1	1	1	1	1	1	1	1	1
Subtotal	2	1.85	1.85	1.85	1.85	1.85	2	2	2
10044801 Heartland Public Shooting Park									
Seasonal Workers/Customer Service Rep	2.5	2	2	2	2	2	2	2	2
Shooting Range Operator	1	1	1	1	1	2	2	2	2
Shooting Range Superintendent	1	1	1	1	1	1	1	1	1
Subtotal	4.5	4	4	4	4	5	5	5	5
Total	382.697	356.5624	352.5874	361.0874	369.5874	373.7374	379.1318	379.7318	363.87828

2018 Reduction 15.85352

RESOLUTION 2017-218

WHEREAS, the 2017-2018 budget process includes requests for decrease to the full time equivalents (FTEs) positions in the General Fund; and

WHEREAS, the City Council will adopt the 2017-2018 Budget at the September 12, 2017 meeting; and

WHEREAS, the FTE positions are incorporated into the Fiscal Year 2017-2018 Budget revenue numbers; and

WHEREAS, it is recommended that the total FTE positions approved for the General Fund be decreased by 15.85352 resulting in a decrease of \$963,859 to the estimated 2018 total cost and budget.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the General Fund FTE's for the 2017-2018 Budget year should be and is hereby established and fixed at 363.87828 FTE's.

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Adopted by the City Council of the City of Grand Island, Nebraska, August 22, 2017.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
August 18, 2017	☐ City Attorney