
City of Grand Island



Tuesday, July 10, 2018
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, Grand Island, NE 68801

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 Edgar Schambach, St. Pauls Lutheran Church, 1515 South Harrison 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, July 10, 2018

Council Session

Item E-1

Public Hearing on Acquisition of Sanitary Sewer Easement in Charles Wasmer's Addition (Hernandez Avila- 508 S Adams St)

Council action will take place under Consent Agenda item G-4.

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

Council Agenda Memo

From: Keith Kurz PE, Assistant Public Works Director

Meeting: July 10, 2018

Subject: Public Hearing on Acquisition of Sanitary Sewer Easement in Charles Wasmer's Addition (Hernandez Avila- 508 S Adams St)

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

Background

Nebraska State Statutes stipulate that the acquisition of property requires a public hearing be conducted with the acquisition approved by the City Council. The easement will provide a sanitary sewer service connection to 1309 W Louise Street.

Discussion

The easement will allow access for the construction, operation, maintenance, extension, repair, replacement, and removal of the sanitary sewer main within the easement. The new easement will be a total of ten (10.0) feet wide, as shown on the attached drawing.

There is no cost to the City for such acquisition.

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 sanitary sewer easement in Charles Wasmer's Addition.

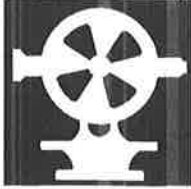
Sample Motion

Move to approve the acquisition of the sanitary sewer easement.

EASEMENT EXHIBIT

A Sanitary Sewer Utility Easement located in the South 66 feet of Lot 1 and Lot 2, CHARLES WASMER'S ADDITION to the City of Grand Island, Hall County, Nebraska

N-LINE



LAND
SURVEYING

P.O. BOX 173
Central City, NE 68826
Phone: 308-946-3601

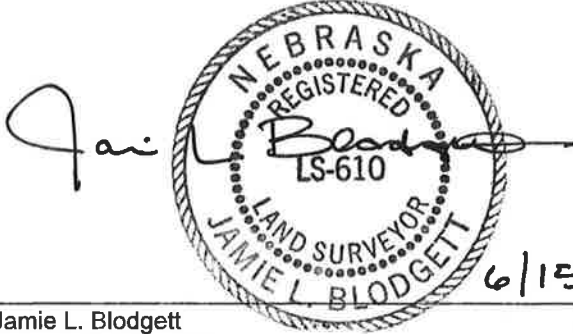
EASEMENT DESCRIPTION:

A Sanitary Sewer Utility Easement located in the South 66 feet of Lot 2, CHARLES WASMER'S ADDITION to the City of Grand Island, Hall County, Nebraska, being 10 feet in width and described as follows:

Commencing at the Southwest Corner of said Lot 2; thence on an assigned bearing of North 61°42'31" East on the southerly line of said Lot 2 a distance of 6.94 feet to the Point of Beginning; thence North 22°06'10" West a distance of 66.45 feet to the southerly line of the North 66 feet of said Lot 2; thence North 61°28'18" East on said southerly line a distance of 10.06 feet; thence South 22°06'10" East a distance of 66.49 feet to the southerly line of said Lot 2; thence South 61°42'31" West on said southerly line a distance of 10.06 feet to the point of beginning.

SURVEYOR'S CERTIFICATE

I hereby certify that this land surveying document was prepared by me and the related survey work was performed by me or under my direct personal supervision and that I am a duly Registered Land Surveyor under the laws of the State of Nebraska.

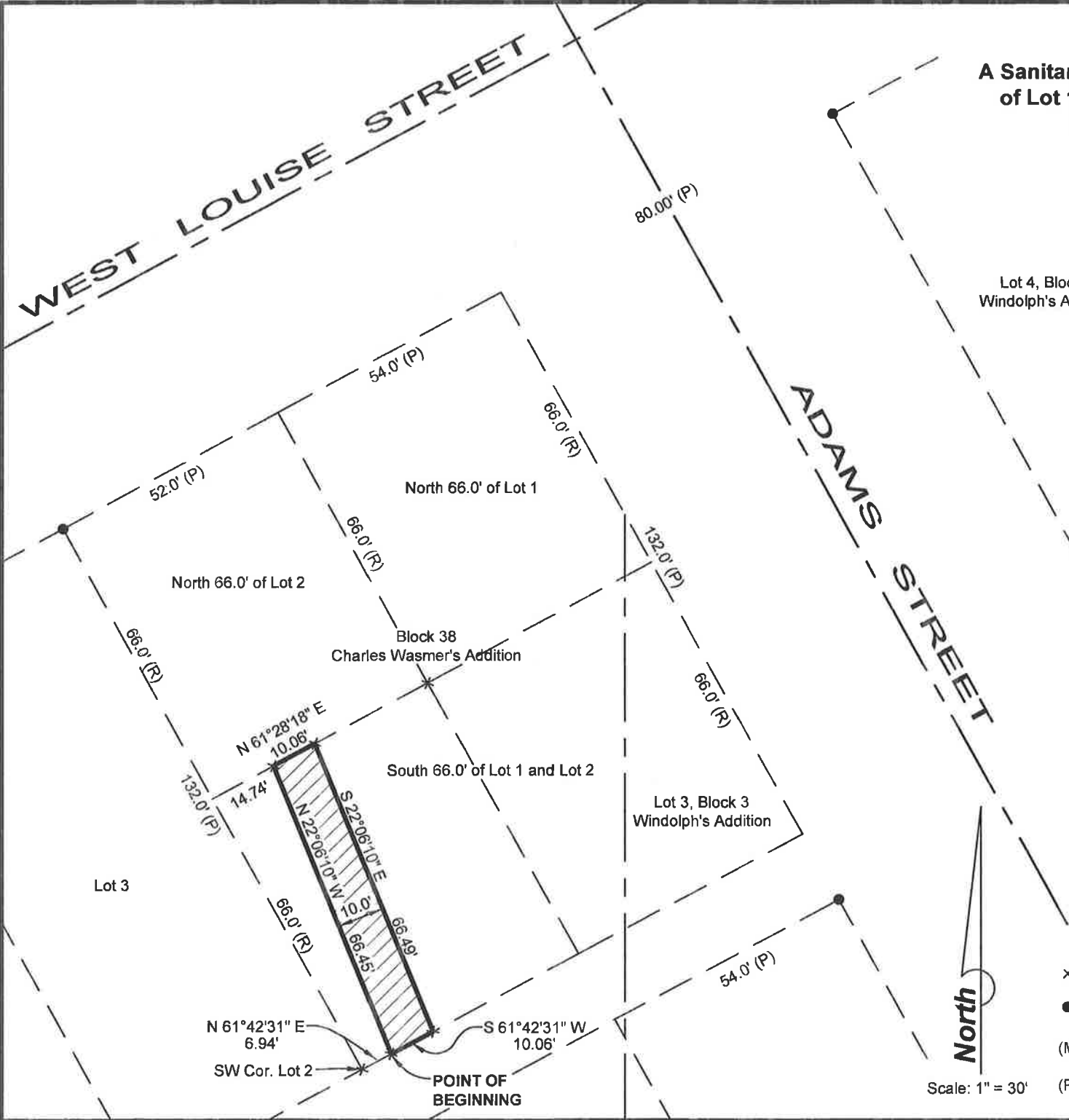


Jamie L. Blodgett
License Number 610
Pages covered by this seal 1

Date:

DATE OF SURVEY 5/29/2018

JOB NUMBER 18073



Legend

- × = Calculated Point
- = Corner Found (3/4" Pipe)
- (M) = Measured Distance
- (P) = Platted Distance



City of Grand Island

Tuesday, July 10, 2018

Council Session

Item F-1

**#9691 - Consideration of Annexation of Property Located at 158
W. Wildwood Drive (Rief Acres Subdivision) (Second Reading)**

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission

Meeting: July 10, 2018

Subject: An Ordinance to include Rief Acres Subdivision as an Addition to the City of Grand Island, Nebraska and the adjoining right-of-way

Presenter(s): Chad Nabity, AICP Planning Director

Background

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

Catherine Miller, Personal Representative of the Estate of David H. Rief, as owner of the property submitted a plat of Rief Acres Subdivision an Addition to the City of Grand Island. The Hall County Regional Planning Commission recommended approval of the subdivision at their meeting on June 6, 2018.

Discussion

Staff has prepared an ordinance in accordance with the requirements of Nebraska Revised Statute §16-117. Annexation ordinances must be read on three separate occasions. This is the second reading of the ordinance. This ordinance includes exhibits showing the property to be considered for annexation and the legal descriptions of that property.

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

One existing residence would be added to the City as a result of this annexation. This property is located north of the Platte Generating Station at the corner of Wildwood Drive and Locust Street.

Alternatives

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

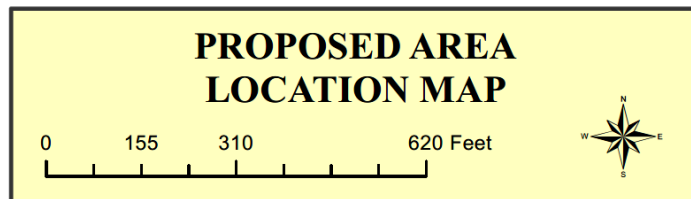
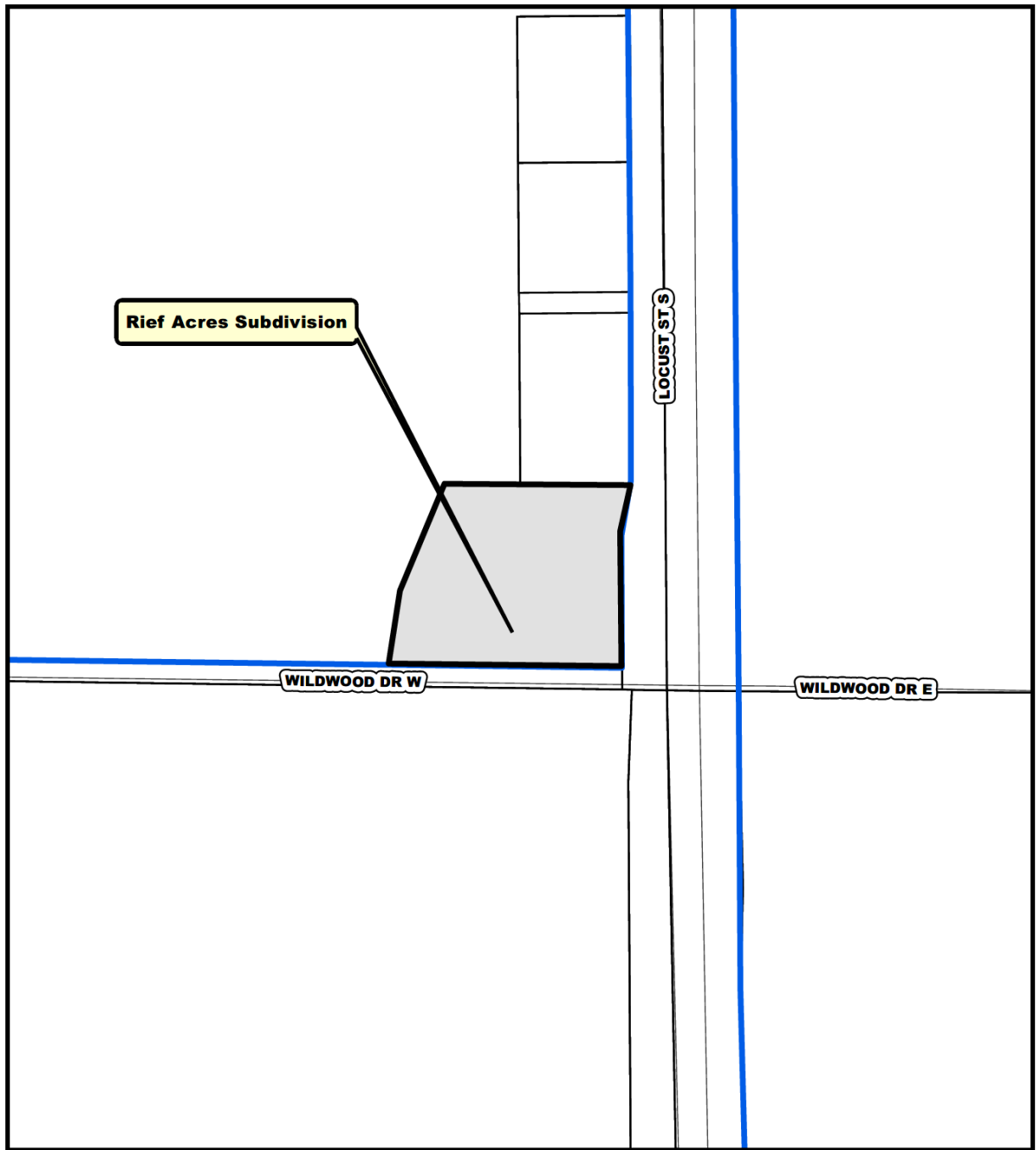
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council pass the annexation ordinance.

Sample Motion

Move to approve the annexation ordinance on second reading.



* This Space Reserved For Register of Deeds *

ORDINANCE NO. 9691

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

WHEREAS, after Catherine Miller, Personal Representative of the Estate of David H. Rief, as owner of the property submitted a plat of Rief Acres Subdivision an Addition to the City of Grand Island for approval; and

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

Approved as to Form	<input type="checkbox"/>
July 5, 2018	<input type="checkbox"/> City Attorney

ORDINANCE NO. 9691 (Cont.)

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

WHEREAS, on June 26, 2018 the City Council of the City of Grand Island held a public hearing on such annexation and approved such annexation on first reading and on July 10, 2018 approved such annexation on second reading and on July 24, 2018 approved such annexation on third and final reading.

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

SECTION 1. It is hereby found and determined that:

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

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

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

(D) There is unity of interest in the use of the said tract of land, lots, tracts, highways and streets (lands) with the use of land in the City, and the community convenience

ORDINANCE NO. 9691 (Cont.)

and welfare and in the interests of the said City will be enhanced through incorporating the subject land within the corporate limits of the City of Grand Island.

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

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

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

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

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

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

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

ORDINANCE NO. 9691 (Cont.)

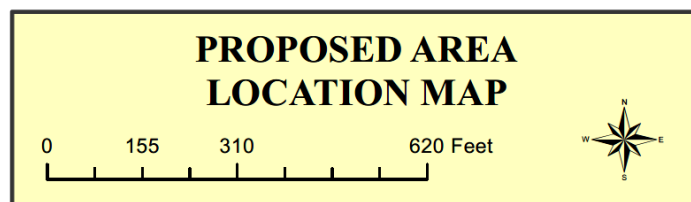
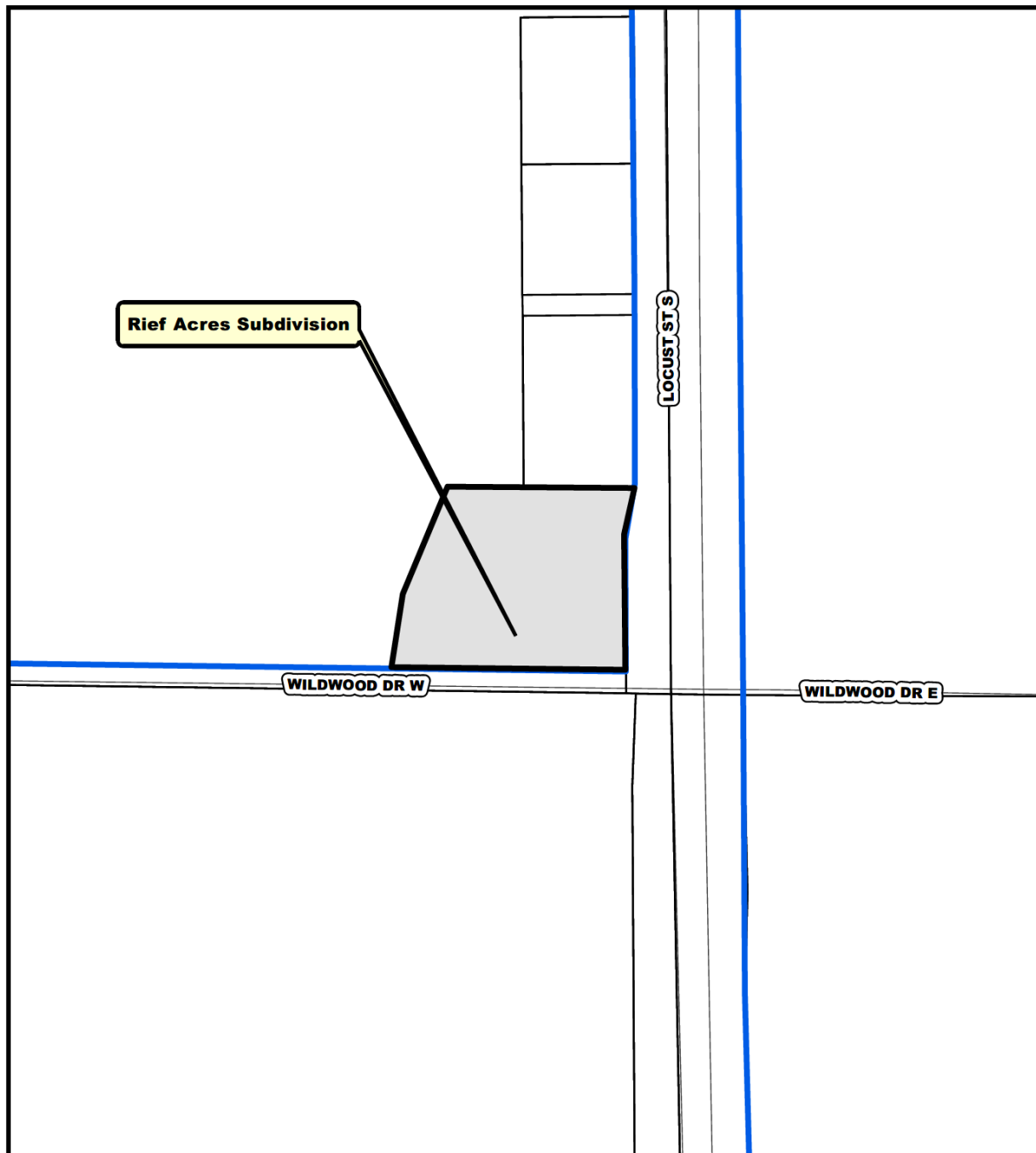
Enacted: July 10, 2018.

Jeremy L. Jensen, Mayor

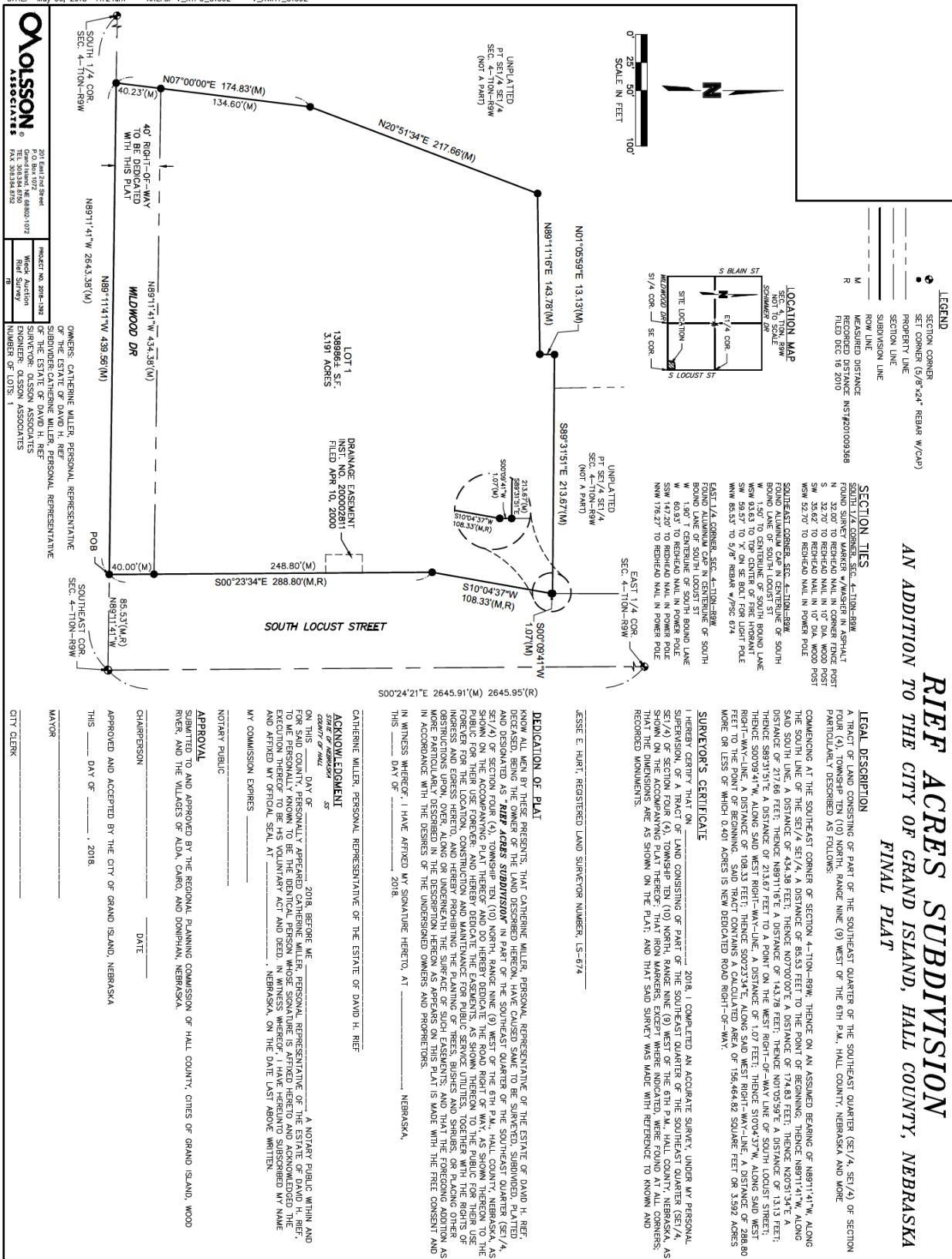
Attest:

RaNae Edwards, City Clerk

ORDINANCE NO. 9691 (Cont.)



DWG: F:\2018\1001-1500\018-1392\40-Design\Survey\SRVY\Sheets\V_FPT_81392.dwg USER: jjimenez
DATE: May 30, 2018 11:24am XREFS: V_XTPO_81392 V_RWAY_81392





City of Grand Island

Tuesday, July 10, 2018

Council Session

Item F-2

#9692 - Consideration of Annexation of Property located at 3554 W. Wildwood Drive (Knuth Acres Subdivision) (Second Reading).

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission

Meeting: July 10, 2018

Subject: An Ordinance to include Knuth Acres Subdivision as an Addition to the City of Grand Island, Nebraska and the adjoining right-of -way

Presenter(s): Chad Nabity, AICP Planning Director

Background

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

Larry J. Knuth and Karen L. Knuth, husband and wife, as owners of the property submitted a plat of Knuth Acres Subdivision an Addition to the City of Grand Island. The Hall County Regional Planning Commission recommended approval of the subdivision at their meeting on June 6, 2018.

Discussion

Staff has prepared an ordinance in accordance with the requirements of Nebraska Revised Statute §16-117. Annexation ordinances must be read on three separate occasions. This is the second reading of the ordinance. This ordinance includes exhibits showing the property to be considered for annexation and the legal descriptions of that property.

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

One existing residence would be added to the City as a result of this annexation. This property is located south of Wildwood Drive and west of Elk Drive.

Alternatives

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

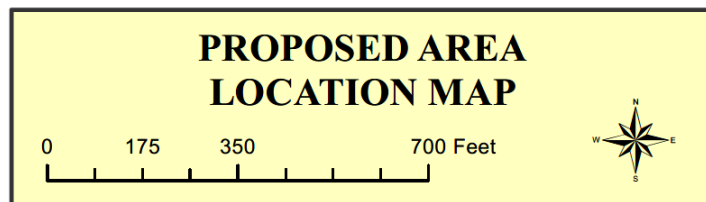
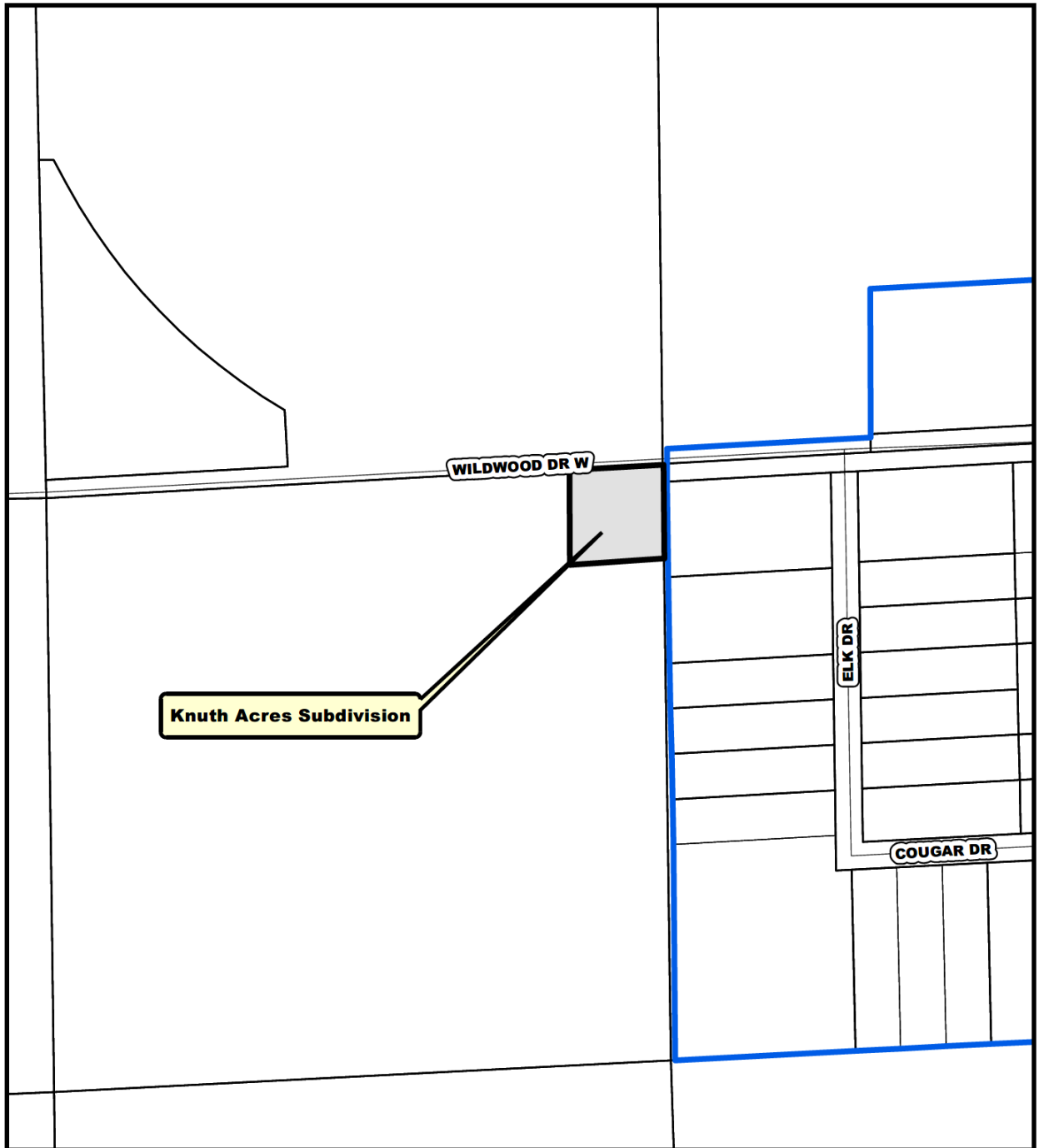
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council pass the annexation ordinance.

Sample Motion

Move to approve the annexation ordinance on second reading.



* This Space Reserved For Register of Deeds *

ORDINANCE NO. 9692

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

WHEREAS, after Larry J. Knuth and Karen L. Knuth, husband and wife, as owners of the property submitted a plat of Knuth Acres Subdivision an Addition to the City of Grand Island for approval; and

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

Approved as to Form	<input type="checkbox"/>
July 5, 2018	<input type="checkbox"/> City Attorney

ORDINANCE NO. 9692 (Cont.)

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

WHEREAS, on June 26, 2018 the City Council of the City of Grand Island held a public hearing on such annexation and approved such annexation on first reading and on July 10, 2018 approved such annexation on second reading and on July 24, 2018 approved such annexation on third and final reading.

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

SECTION 1. It is hereby found and determined that:

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

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

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

(D) There is unity of interest in the use of the said tract of land, lots, tracts, highways and streets (lands) with the use of land in the City, and the community convenience

ORDINANCE NO. 9692 (Cont.)

and welfare and in the interests of the said City will be enhanced through incorporating the subject land within the corporate limits of the City of Grand Island.

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

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

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

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

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

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

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

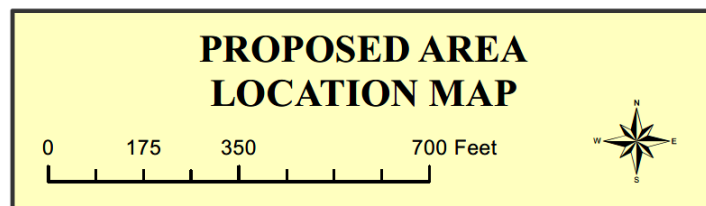
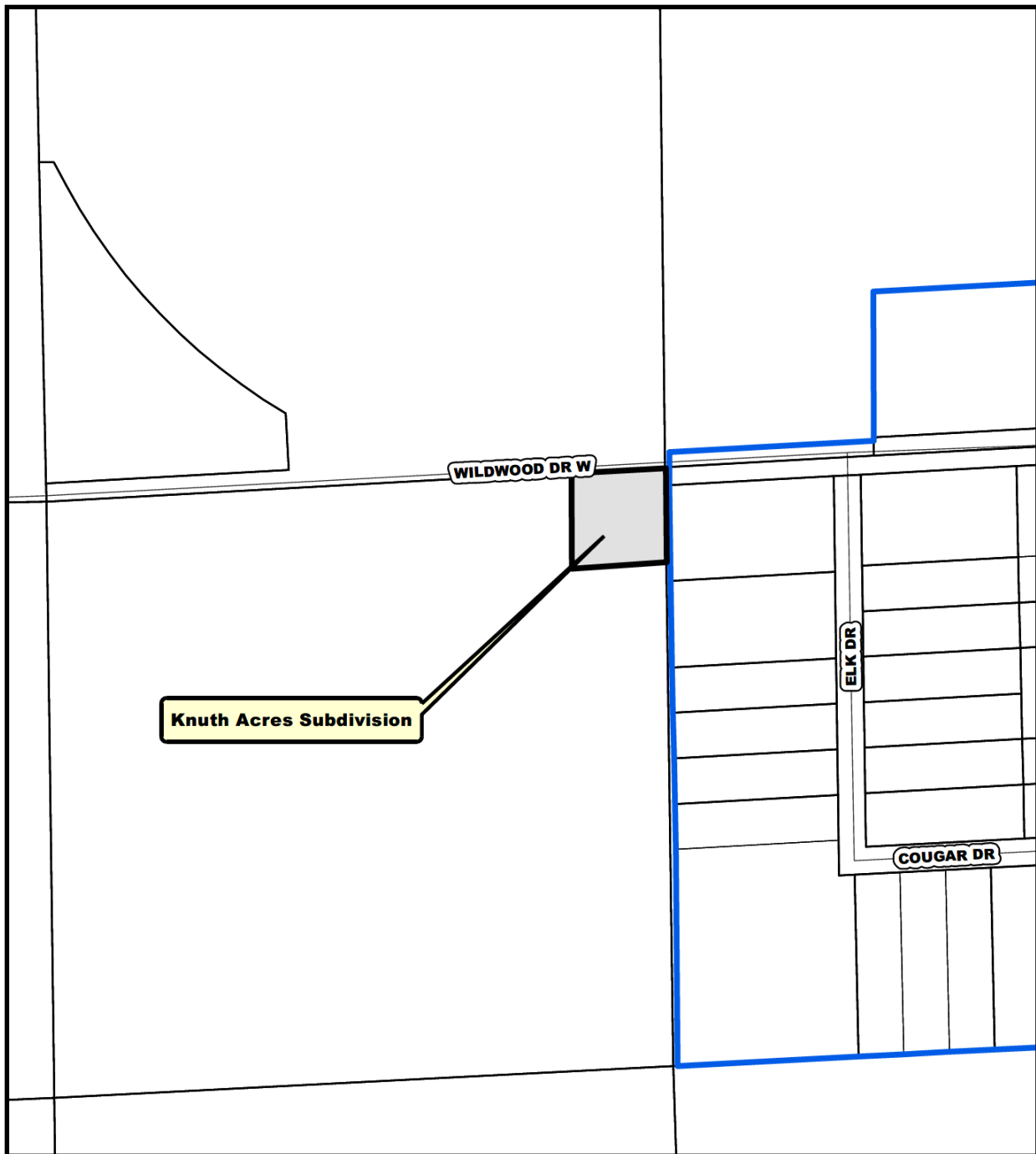
ORDINANCE NO. 9692 (Cont.)

Enacted: July 10, 2018.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk





City of Grand Island

Tuesday, July 10, 2018

Council Session

Item G-1

Approving Minutes of June 26, 2018 City Council Regular Meeting

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING

June 26, 2018

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 June 26, 2018. Notice of the meeting was given in *The Grand Island Independent* on June 20, 2018.

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

INVOCATION was given by Pastor Bill Schroeder, Messiah Lutheran Church, 708 North Locust Street followed by the PLEDGE OF ALLEGIANCE.

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

#2018-BE-4 - Consideration of Determining Benefits for Fonner Park Business Improvement District. Interim Finance Director William Clingman reported that Fonner Park Business Improvement District was created by Ordinance No. 9622 on February 14, 2017. The 2018-2019 Budget provides for special assessments in the amount of \$9.535 per front footage for a total of \$47,025.46. Staff recommended approval for the City Council to determine the benefits of the District.

Motion by Paulick, second by Steele to approve Resolution #2018-BE-4. Upon roll call vote, all voted aye. Motion adopted.

#2018-BE-5 - Consideration of Determining Benefits for South Locust Business Improvement District. Interim Finance Director William Clingman reported that South Locust Street Business Improvement District was created by Ordinance No. 9623 on February 14, 2017. The 2018-2019 Budget provides for special assessments in the amount of \$9.215 per front footage for a total of \$90,787.15. Staff recommended approval for the City Council to determine the benefits of the District.

Motion by Paulick, second by Steele to approve Resolution #2018-BE-5. Upon roll call vote, all voted aye. Motion adopted.

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

PUBLIC HEARINGS:

Public Hearing on Request from MTE, LLC dba Sportsman's Bar, 501 N. Pine Street for a Class "C" Liquor License. City Clerk RaNae Edwards reported that an application for a Class "C" Liquor License had been received from MTE, LLC dba Sportsman's Bar, 501 N. Pine Street. Ms. Edwards presented the following exhibits for the record: application submitted to the Liquor Control Commission and received by the City on May 30, 2018; notice to the general public of date, time, and place of hearing published on June 16, 2018; notice to the applicant of date, time, and place of hearing mailed on May 30, 2018; along with Chapter 4 of the City Code. Staff recommended approval contingent upon final inspections. No public testimony was heard.

Public Hearing on Request from the City of Grand Island for a Conditional Use Permit for a Radio Tower for 911 Dispatch located at 1210 N. North Road. Building Department Director Craig Lewis reported that Jon Rosenlund representing the City of Grand Island Emergency Operations Center had submitted an application to allow for the construction of a 90 foot lattice telecommunication tower with a 7 foot antenna for a total height of 97 feet located at 1210 N. North Road. Staff recommended approval. No public testimony was heard.

Public Hearing on Annexation of Property located at 158 W. Wildwood Drive (Rief Acres Subdivision). Regional Planning Director Chad Nabity reported that Catherine Miller, Personal Representative of the Estate of David H. Rief, as owner of the property submitted a plat of Rief Acres Subdivision an Addition to the City of Grand Island. Staff recommended approval. No public testimony was heard.

Public Hearing on Annexation of Property located at 3554 W. Wildwood Drive (Knuth Acres Subdivision). Regional Planning Director Chad Nabity reported that Larry J. and Karen L. Knuth, as owners of the property submitted a plat of Knuth Acres Subdivision an Addition to the City of Grand Island. Staff recommended approval. No public testimony was heard.

Public Hearing on Acquisition of Sanitary Sewer Easements in Stehr's Subdivision (A O M Machining, LLC- 2304 Seedling Mile Access Road). Public Works Director John Collins reported that acquisition of a sanitary sewer easement located at 2304 Seedling Mile Access Road was needed to allow access for the construction, operation, maintenance, extension, repair, replacement, and removal of the sanitary sewer main within the easement. Staff recommended approval. No public testimony was heard.

ORDINANCES:

#9686 - Consideration of Annexation of Property Located at the Southwest Corner of North Road and 13th Street (Proposed for Platting as Hanover Third Subdivision) (Third Reading)

Motion by Donaldson, second by Paulick to approve Ordinance #9686 on third and final reading. Upon roll call vote, all voted aye. Motion adopted.

#9687 - Consideration of Annexation of Property Located at 2224 South Stuhr Road (Proposed for Platting as Fonner View Estates Subdivision) (Third Reading) This item was pulled from the agenda at the request of the applicant, William H. Barge.

#9691 - Consideration of Annexation of Property Located at 158 W. Wildwood Drive (Rief Acres Subdivision) (First Reading)

This item was related to the aforementioned Public Hearing.

Motion by Steele, second by Stelk to approve Ordinance #9691 on first reading only. Upon roll call vote, all voted aye. Motion adopted.

#9692 - Consideration of Annexation of Property located at 3554 W. Wildwood Drive (Knuth Acres Subdivision) (First Reading)

This item was related to the aforementioned Public Hearing.

Motion by Stelk, second by Fitzke to approve Ordinance #9692 on first reading only. Upon roll call vote, all voted aye. Motion adopted.

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

#9693 - Consideration of Approving Assessments for Fonner Park Business Improvement District

#9694 - Consideration of Approving Assessments for South Locust Business Improvement District

#9695 - Consideration of Repealing Prior Parking Regulation Ordinances

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.

#9693 - Consideration of Approving Assessments for Fonner Park Business Improvement District

This item was related to the aforementioned Board of Equalization.

Motion by Donaldson, second by Minton to approve Ordinance No. 9693.

City Clerk: Ordinance #9693 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 #9693 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 #9693 is declared to be lawfully adopted upon publication as required by law.

#9694 - Consideration of Approving Assessments for South Locust Business Improvement District

This item was related to the aforementioned Board of Equalization.

Motion by Paulick, second by Fitzke to approve Ordinance No. 9694.

City Clerk: Ordinance #9694 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 #9694 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 #9694 is declared to be lawfully adopted upon publication as required by law.

#9695 - Consideration of Repealing Prior Parking Regulation Ordinances

Public Works Director John Collins reported that the Engineering Division of the Public Works Department had completed a review of various parking regulations within the City and found a mixture of ordinances and resolutions created over the years. In order to avoid conflicts it was requested that the City Council repeal any and all ordinances and resolutions. Staff recommended approval.

Mr. Collins answered questions concerning notifying the public regarding the changes to parking.

Motion by Donaldson, second by Hehnke to approve Ordinance No. 9695.

City Clerk: Ordinance #9695 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 #9695 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 #9695 is declared to be lawfully adopted upon publication as required by law.

CONSENT AGENDA: Consent Agenda item G-9 (Resolution #2018-176) was pulled from the agenda. Consent Agenda item G-23 (Resolution #2018-190) was removed for further discussion. Motion by Paulick, second by Stelk to approve the Consent Agenda excluding item G-. Upon roll call vote, all voted aye. Motion adopted.

Approving Minutes of June 12, 2018 City Council Regular Meeting.

Approving Minutes of June 19, 2018 City Council Study Session.

Approving Re-Appointments of Ron Depue and Brad Bauer to the Occupational Tax Oversight (Food & Beverage) Committee.

#2018-171 - Approving Request from MTE, LLC dba Sportsman's Bar, 501 N. Pine Street for a Class "C" Liquor License and Liquor Manager Designation for Mikyle Thorne, 301 North 5th Street.

#2018-172 - Approving Final Plat and Subdivision Agreement for Carey Subdivision. It was noted that William & Kristine Carey, owners, had submitted the Final Plat and Subdivision Agreement for Carey Subdivision located north of Bismark Road and west of Stuhr Road for the purpose of creating 2 lots on 4.695 acres.

#2018-173 - Approving Final Plat and Subdivision Agreement for Copper Creek Estates Eleventh Subdivision. It was noted that the Guarantee Group, LLC, owner, had submitted the Final Plat and Subdivision Agreement for Copper Creek Estates Eleventh Subdivision located south of Indian Grass Road and west of Brome Grass Drive for the purpose of creating 8 lots on 1.71 acres.

#2018-174 - Approving Final Plat and Subdivision Agreement for Copper Creek Estates Twelfth Subdivision. It was noted that the Guarantee Group, LLC, owner, had submitted the Final Plat and Subdivision Agreement for Copper Creek Estates Twelfth Subdivision located south of Indian Grass Road and east of Switch Grass Street for the purpose of creating 8 lots on 1.88 acres.

#2018-174 - Approving Final Plat and Subdivision Agreement for Copper Creek Estates Thirteenth Subdivision. It was noted that the Guarantee Group, LLC, owner, had submitted the Final Plat and Subdivision Agreement for Copper Creek Estates Thirteenth Subdivision located south of Indian Grass Road and to the west and east of Buffalo Grass Road for the purpose of creating 13 lots on 3.37 acres.

#2018-176 - Approving Final Plat and Subdivision Agreement for Fonner View Estates Subdivision. This item was pulled from the agenda at the request of the applicant, William H. Barge.

#2018-177 - Approving Final Plat and Subdivision Agreement for Hanover Third Subdivision. It was noted that Raymond O'Connor, The Meadows Apartment Homes, LLC, owner, had submitted the Final Plat and Subdivision Agreement for Hanover Third Subdivision located south of 13th Street and west of North Road for the purpose of creating 4 lots on 20.063 acres.

#2018-178 - Approving Final Plat and Subdivision Agreement for Prairieview Plaza Subdivision. It was noted that 4.0 Investments, LLC, by Gordon Glade, owner, had submitted the Final Plat and Subdivision Agreement for Prairieview Plaza Subdivision located north of Husker Highway, west of James Road and east of Prairieview Street for the purpose of creating 4 lots on 6.359 acres.

#2018-179 - Approving Final Plat and Subdivision Agreement for RCI Subdivision. It was noted that Yogeshbhai Bhakta, Manish Bhatt, Mukesh Bhakta, Members RIGI Hospitality, LLC, owners, had submitted the Final Plat and Subdivision Agreement for RCI Subdivision located west of Midaro Drive and east of South Locust Street for the purpose of creating 2 lots on 4.599 acres.

#2018-180 - Approving Change Order #1 - Substation F Wall Replacement with Superior Concrete Products of Eules, Texas for a Reduction of \$3,000.00 and a Revised Contract Amount of \$366,953.50.

#2018-181 - Approving Bid Award for PVC Conduit, Fittings, PME Cabinets, Pole Mount Switches, Poles & Miscellaneous Items with Graybar of Jefferson City, Missouri in an Amount of \$78,154.78; Kriz Davis of Grand Island, Nebraska in an Amount of \$35,874.00; Resco of Ankeny, Iowa in an Amount of \$162,284.50; Dutton-Lainson of Hastings, Nebraska in an Amount of \$132,200.00; and Husker Electric of Lincoln, Nebraska in an Amount of \$8,423.70.

#2018-182 - Approving Change Orders #1 and #2 for the Gas Turbine #3 Modified Hot Gas Path Inspection at Burdick Station with General Electric International, Inc. of Omaha, Nebraska for an Increase of \$50,878.83 and a Revised Contract Amount of \$545,139.83.

#2018-183 - Approving Change Order #1 for Water Main Project 2018-W-1 - 17th Street between Broadwell Avenue and Elm Street with Myers Construction, Inc. of Broken Bow, Nebraska for an Increase of \$26,474.49 and a Revised Contract Amount of \$394,598.33.

#2018-184 - Approving the Letter of Agreement (Change Order #1) with JK Energy Consulting, LLC of Lincoln, Nebraska for an Increase of \$10,000.00 and a Revised Contract Amount of \$71,500.00.

#2018-185 - Approving Bid Award for William Street Paving Improvements; Project No. 2018-P-7 with The Diamond Engineering Company of Grand Island, Nebraska in an Amount of \$153,283.75.

#2018-186 - Approving Acquisition of Sanitary Sewer Easements in Stehr's Subdivision (A O M Machining, LLC- 2304 Seedling Mile Access Road).

#2018-187 - Approving Change Order No. 1 for Sanitary Sewer Manhole Flow Monitoring/Rehabilitation; Project No. 2018-WWTP-2 with The Diamond Engineering Company of Grand Island, Nebraska for an Increase of \$29,488.62 and a Revised Contract Amount of \$235,455.61.

#2018-188 - Approving Change Order No. 3 for Sanitary Sewer Collection System Rehabilitation – Various Locations; Project No. 2017-S-2A with The Diamond Engineering Company of Grand Island, Nebraska for an Increase of \$37,339.32 and a Revised Contract Amount of \$386,352.11.

#2018-189 - Approving Authorization for Emergency Sanitary Sewer Repair at Division Street and Locust Street with Myers Construction, Inc. of Broken Bow, Nebraska in an Amount of \$74,930.00.

#2018-190 - Approving Updated Parking Regulations. Motion by Nickerson, second by Minton to approve Resolution #2018-190. Upon roll call vote, all voted aye. Motion adopted.

#2018-191 - Approving Authorization for Emergency Sanitary Sewer Repair on the North Interceptor- Seedling Mile Road Area with Myers Construction, Inc. of Broken Bow, Nebraska in an Amount of \$438,456.00

#2018-192 - Approving Amendment No. 11 to the Agreement for Professional Engineering Services entitled "Wastewater Treatment Plant and Collection System Rehabilitation" with Black & Veatch of Kansas City, Missouri at no cost.

#2018-193 - Approving Application for the Nebraska Public Transportation Assistance Program 2018/2019.

#2018-194 - Approving Change Order #1 for EM911 Building Construction Septic Tank & Debris Removal with Chief Construction of Grand Island, Nebraska for an Increase of \$4,717.00.

REQUESTS AND REFERRALS:

Consideration of Request from the City of Grand Island for a Conditional Use Permit for a Radio Tower for 911 Dispatch located at 1210 N. North Road. This item was related to the aforementioned Public Hearing. Emergency Management Director Jon Rosenlund answered questions regarding co-locating. He said there would not be room for others to co-locate as they wanted to reserve room for their own use. He stated all the required setbacks had been met for the location of this tower.

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

RESOLUTIONS:

#2018-195 - Consideration of Approving Agreement with Peregrine Service, Inc. of Monroe, Louisiana for Bill Printing and Mailing Services in an Amount of \$34,826.00. Interim Finance Director William Clingman reported that Request for Proposals was received from seven firms. The evaluation committee met with three finalists for interviews. It was determined that Peregrine Services had the most competitive pricing and experience. Staff recommended approval.

Mr. Clingman answered questions concerning inserts. He stated Peregrine would be able to handle those jobs. The City would still generate the bills and send a PDF file where Peregrine would print and mail the utility bills. Tom Stith representing Peregrine Service, Inc. answered questions regarding mailing the bills. Mr. Clingman answered questions concerning vacating a position.

Motion by Donaldson, second by Stelk to approve Resolution #2018-195. Upon roll call vote Councilmembers Steele, Minton, Fitzke, Donaldson, Hehnke, Haase, Stelk, and Nickerson voted aye. Councilmember Paulick voted no. Motion adopted.

#2018-196 - Consideration of Approving Proposed Ballot Language for 1/2 Cent Increase to Sales Tax. City Administrator Marlan Ferguson reported that Nebraska State Statutes permitted cities to increase city sales tax to a rate greater than 1 ½ percent. In order to increase the sales tax ½ percent the council was required to pass a resolution by a vote of at least 70 percent of the members of the council to place this on the November ballot. If this measure passed the revenue would be used for infrastructure and would terminate in 10 years.

Zach Moul, 503 Johnson Drive representing the International Association of Firefighters (IAFF) requested this item be postponed. He stated he would like to see the 1/2 percent Sales Tax earmarked for Public Safety.

Cody Harry, 2652 St. Patrick Avenue stated he would like to see the money go back to the General Fund and be used for Public Safety.

Jay Vavricek, 2729 Brentwood Blvd., spoke in opposition.

City Attorney Jerry Janulewicz commented on the ballot language which followed state statutes as to what the funds could be used for. Public Works Director John Collins commented on projects within the next 5 years that we would have to pay for.

Motion by Paulick, second by Stelk to approve Resolution #2018-196.

Discussion was held by Council regarding the timing of this issue and taking this to a Study Session. Comments were made by the Council supporting the delay and having a Study Session to educate the public and explain where the 1/2 percent Sales Tax would be used. Mr. Ferguson stated the Wheel Tax would sunset in September of 2019.

Motion by Nickerson, second by Steele to postpone this item to the July 17, 2018 Study Session. Upon roll call vote, all voted aye. Motion adopted.

#2018-197 - Consideration of Approving an Interlocal Agreement with the CRA. City Administrator Marlan Ferguson reported that Neb. Rev. Stat. §77-27,142 required the city to be a party to an Interlocal agreement with a political subdivision within the city creating a separate legal or administrative entity relating to a public infrastructure project. Concurrent with a resolution to submit to the electorate a proposal to increase the city sales tax rate, City administration was recommending approval of an Interlocal agreement with the Grand Island Community Redevelopment Authority. The Interlocal agreement was approved by the CRA. The Interlocal agreement would be effective upon, and contingent upon, the City's enactment of an ordinance increasing the sales tax rate above 1 ½ percent.

Motion by Nickerson, second by Stelk to postpone Resolution #2018-197 to the July 24, 2018 City Council meeting. Upon roll call vote, all voted aye. Motion adopted.

PAYMENT OF CLAIMS:

Motion by Minton, second by Fitzke to approve the payment of claims for the period of June 13, 2018 through June 26, 2018 for a total amount of \$5,640,186.60. Upon roll call vote, Councilmembers Minton, Steele, Fitzke, Donaldson, Hehnke, Haase, Stelk, and Nickerson voted aye. Councilmember Paulick abstained. Motion adopted.

ADJOURNMENT: The meeting was adjourned at 8:40 p.m.

RaNae Edwards
City Clerk



City of Grand Island

Tuesday, July 10, 2018

Council Session

Item G-2

#2018-198 - Approving Authorizing Amendment No. 2 to Clean Water State Revolving Fund (CWSRF) Loan Agreement No. C317981

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

Council Agenda Memo

From: Jon Menough PE, Wastewater Treatment Plant Engineer

Meeting: July 10, 2018

Subject: Consideration of Authorizing Amendment No. 2 to Clean Water State Revolving Fund (CWSRF) Loan Agreement No. C317981

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

Background

On June 10, 2014, a public hearing was held and resolution 2014-162 was approved by Council in support of receiving up to \$40,000,000 in Clean Water State Revolving Fund (CWSRF) loans administered by the Nebraska Department of Environmental Quality (NDEQ) to continue Sanitary Sewer Collection System and Wastewater Treatment Plant Improvement.

As presented at the public hearing, CWSRF loan terms will provide repayment of principal and interest beginning 3 years following the award of each loan or at initiation of each project, whichever is sooner. The first interest payment was due June 15, 2015, with principal payments not being required for 3 years. Interest rates range from 2 ¼% for green projects - 2 1/2% for non-green projects. These rates include a 1% administration fee.

On June 10, 2014 City Council approved Resolution No. 2014-162, which authorized a maximum principal amount of debt expected to be issued for Sanitary Sewer Collection System and Wastewater Treatment Plant Improvements at \$74,275,000, with debt expected to include up to \$40,000,000 in principal amount of loan funds from the Clean Water State Revolving Loan Fund program.

Ordinance No. 9493 was approved by City Council on July 29, 2014 giving formal approval to the NDEQ borrowing in a principal amount of up to \$40,000,000.

On September 9, 2014 City Council approved Resolution No. 2014-273 which gave approval for the City to enter into loan contracts in the total amount of \$7,000,000 between the Nebraska Department of Environmental Quality and the City of Grand Island, Nebraska; designated as Project No. C317867 (non-green), in the amount of \$6,000,000 and Project No. C317981 (green), in the amount of \$1,000,000.

On March 10, 2015 City Council approved Resolution No. 2018-68 authorizing Amendment No. 1 to increase the maximum borrowing amount from \$1,000,000 to \$29,000,000, thereby bringing the total amount of the loans under the contracts to a drawable amount of \$35,000,000.

Discussion

At this time NDEQ is proposing to reduce the administrative fee for the CWSRF loan agreement used to finance the Phase II North Interceptor from 1.0% to 0.749%. Such change is retroactive to the signing date of Loan Agreement C317981, with the administration fee waived for the first year of the loan agreement as stated in the initial language. The overall dollar amount of administration fee reduction is \$657,989.00. The administration fees that have already been paid in excess of the revised fee percent will be credited on the next two (2) billing cycles December 15, 2018 and June 15, 2019, which total \$110,943.06. In order to receive the administration fee reduction, the City of Grand Island must amend Loan Agreement C317981 a second time.

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 a resolution authorizing execution of Amendment No. 2 to Loan Agreement C317981 with Nebraska Department of Environmental Quality (NDEQ) for Sanitary Sewer Collection System and Wastewater Treatment Plant Improvements.

Sample Motion

Move to approve the resolution.

AMENDMENT NO. 2

To

LOAN AGREEMENT
(Governmental Borrower)

Between the

NEBRASKA DEPARTMENT OF ENVIRONMENTAL QUALITY

and

CITY OF GRAND ISLAND, NEBRASKA

NDEQ Project No. C317981

DATED AS OF _____, 2018

AMENDMENT NO. 2
LOAN AGREEMENT
BETWEEN THE
NEBRASKA DEPARTMENT OF ENVIRONMENTAL QUALITY
AND
THE CITY OF GRAND ISLAND, NEBRASKA
PROJECT NO. C317981

This **Amendment No. 2 to the** LOAN AGREEMENT (hereinafter "Loan AGREEMENT"), is entered into by and between the State of Nebraska, acting by and through the Nebraska Department of Environmental Quality (hereinafter "NDEQ") and the City of Grand Island, Nebraska, (hereinafter "Borrower").

1. The Loan Agreement (Project No. C317983) (hereinafter "Loan Agreement") between NDEQ and the Borrower dated September 12, 2014 and Amendment No. 1 March 25, 2015, and signed by Jim Macy, Director of NDEQ, and the Mayor of the City of Grand Island, is hereby acknowledged and incorporated by this reference as if fully set out herein.

2. Pursuant to Section 6.04 of the Loan Agreement, the parties hereby amend the Loan Agreement by replacing Section 2.06. Administrative Fee as follows:

Section 2.06. Administrative Fee. The Borrower shall pay to the NDEQ, or at the direction of the NDEQ, to NIFA or the Trustee, an annual administrative fee of **0.749** % per annum of the Loan Amount outstanding from time to time, to be paid in semiannual installments of **0.3745** % of the Loan Amount outstanding. on the date invoices are mailed in accordance with the Loan Repayment Schedule in Attachment A. Following the final disbursement of Loan proceeds to the Borrower and receipt of the Initiation of Operation date, Attachment A shall be prepared by NDEQ pursuant to Section 2.05(a). The fee is waived for the first year from the date of the initial Loan Agreement.

3. Pursuant to Section 6.04 of the Loan Agreement, the parties hereby incorporate and substitute the following attachments hereto: Attachment A, Loan Repayment Schedule; in accordance with the terms and conditions set forth in **the Loan Agreement**.

4. Except as specifically modified herein, all terms and conditions of the original Loan Agreement remain in full force and effect.

5. The amendment or modification made herein shall become effective on the latter of the two dates signed.

IN WITNESS THEREOF, the parties hereto have caused this Loan Agreement to be executed and delivered as of the date set forth below.

CITY OF GRAND ISLAND, NEBRASKA

NEBRASKA DEPARTMENT OF
ENVIRONMENTAL QUALITY

By _____

By _____

Title Mayor

Title Director

Date _____

Date _____

RESOLUTION 2018-198

WHEREAS, the City of Grand Island, Nebraska recognizes that a properly sized and functioning sewer system is necessary to the health and welfare of the citizens of the City of Grand Island; and

WHEREAS, the Mayor and City Council have determined that portions of the Grand Island sewer system are in need of significant repair and improvement, and that sewer service is needed in areas in and around Grand Island; and

WHEREAS, funding for the cost of the repair and improvement of portions of the Grand Island sewer system may be obtained by loans from Clean Water State Revolving Funds (“CWSRF”) from the Nebraska Department of Environmental Quality (“NDEQ”), subject to certain requirements and obligations;

WHEREAS, City Council approved Resolution No. 2014-162 on June 10, 2014, which authorized a maximum principal amount of debt expected to be issued for Sanitary Sewer Collection System and Wastewater Treatment Plant Improvements at \$74,275,000, with debt expected to include up to \$40,000,000 in principal amount of loan funds from the Clean Water State Revolving Loan Fund program; and

WHEREAS, City Council approved Ordinance No. 9493 on July 29, 2014 (the “Ordinance”) giving formal approval to the NDEQ borrowing in a principal of not to exceed \$40,000,000, which Ordinance requires that each NDEQ Note and NDEQ Contract (as such terms are defined in the Ordinance) entered into with respect to such amount be approved by resolution of the City Council prior to execution and delivery thereof;

WHEREAS, the execution of the contracts for loans, in the total amount of \$7,000,000.00, between the NDEQ and the City designated as Project No. C317867 (the “Non-Green Contract”), in the amount of \$6,000,000 and Project No. C317981 (the “Green Contract”; and together with the Non-Green Contract, the “NDEQ Contracts”), in the amount of \$1,000,000 were approved by Resolution 2014-273 adopted by the City Council on September 9, 2014, and the Contracts were executed and delivered to NDEQ on September 12, 2014;

WHEREAS, on March 10, 2015 City Council approved Resolution No. 2018-68 authorizing Amendment No. 1 to increase the maximum borrowing amount from \$1,000,000 to \$29,000,000, thereby bringing the total amount of the loans under the contract to a drawable amount of \$35,000,000; and

WHEREAS, NDEQ has proposed to revise the administrative fee for the CWSRF loan agreement used to finance the Phase II North Interceptor from 1.0% to 0.749%, with such change retroactive to the signing date of Loan Agreement C317981 and the administration fee waived for the first year of the loan agreement as stated in the initial language; and

Approved as to Form July 5, 2018	<input checked="" type="checkbox"/> _____ City Attorney
-------------------------------------	--

WHEREAS, the overall dollar amount of administration fee reduction is \$657,989.00, with the administration fees that have already been paid in excess of the revised fee percent credited on the next two (2) billing cycles December 15, 2018 and June 15, 2019, which totals \$110,943.06; and

WHEREAS, in order to receive the administration fee reduction, the City of Grand Island must amend Loan Agreement C317981 a second time.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the form of Amendment No. 2 between the City and NDEQ is hereby approved; and

BE IT FURTHER RESOLVED, the Mayor, City Clerk, and City Treasurer are hereby directed to execute and deliver Amendment No. 2 and all other documents, certificates and instruments necessary to facilitate the loans evidenced by the Contracts and Amendment No. 2 between NDEQ and the City for the purpose of repairing and improving the City of Grand Island sewer system; and

BE IT FURTHER RESOLVED THAT the Mayor, City Clerk, and City Treasurer, be authorized and directed to sign all necessary documents, to furnish such assurances to the State of Nebraska as may be required by law or regulations, and to receive payment on behalf of the applicant.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, July 10, 2018.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

- 2 -



City of Grand Island

Tuesday, July 10, 2018

Council Session

Item G-3

#2018-199 - Approving Amendment No. 2 to 2016 Storm Water Management Plan Program Grant

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

Council Agenda Memo

From: Keith Kurz PE, Assistant Public Works Director

Meeting: July 10, 2018

Subject: Approving Amendment No. 2 to 2016 Storm Water Management Plan Program Grant

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

Background

On January 10, 2017, via Resolution No. 2017-8, City Council approved the acceptance of funding from the Nebraska Department of Environmental Quality (NDEQ) for the Storm Water Management Plan Program grant in the amount of \$30,933.55.

The City has received funds from this storm water grant program each year since July 2007 for a total of \$787,405.25 to date.

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

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

On May 23, 2017, via Resolution No. 2017-152 City Council approved Amendment No. 1 to the 2016 Storm Water Management Plan Program Grant, which awarded an additional \$27,510.00 to the City; resulting in a total 2016 grant amount of \$58,443.55. Grant work under this program was to be complete by June 30, 2018.

Discussion

An extension is requested, as not all funds will be expended by the June 30, 2018 deadline. Amendment No. 2 to the Storm Water Management Plan Program Grant will allow for an extension to December 31, 2018.

The funds from this grant are being used for additional mapping of the storm sewer system, finalizing and implementing the post-construction storm water management program, wet weather sampling and supporting education efforts through various media forms, as they are available.

Alternatives

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

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

Recommendation

Public Works Administration recommends that the Council approve a resolution directing the Mayor to sign the Intergovernmental Agreement Amendment No. 2.

Sample Motion

Move to approve the resolution.

INTERGOVERNMENTAL AGREEMENT AMENDMENT

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

Pursuant to Section II, subsection E of the above referenced Inter-Governmental Agreement, the following amendments are being made to the Inter-Governmental Agreement:

I. TERM OF THE AGREEMENT

The termination date of the agreement shall be extended from June 30, 2018 to December 31, 2018.


II. CONDITIONS OF AGREEMENT

A. General Conditions

7. A final project report is due 30 days after the end date of this agreement, January 31, 2019.

IN WITNESS THEREOF, the parties here to have executed this amendment.

NEBRASKA DEPARTMENT OF ENVIRONMENTAL QUALITY

BY:  DATE: 6-19-2018
Dennis Burling, Deputy Director

City of Grand Island

BY: _____ DATE: _____

Please Print: _____, City Manager

RESOLUTION 2018-199

WHEREAS, on January 10, 2017, via Resolution No. 2017-8, City Council approved the acceptance of funding from the Nebraska Department of Environmental Quality (NDEQ) for the Storm Water Management Plan Program grant in the amount of \$30,933.55; and

WHEREAS, on May 23, 2018, via Resolution No. 2017-152 City Council approved Amendment No. 1 to the 2016 Storm Water Management Plan Program Grant, which awarded an additional \$27,510.00 to the City, resulting in a total 2016 grant amount of \$58,443.55; and

WHEREAS, grant work under this program was to be completed by June 30, 2018; and

WHEREAS, not all funds will be expended by the June 30, 2018 deadline; and

WHEREAS, Amendment No. 2 is required to allow for an extension to December 31, 2018 for expending such remaining funds of the 2016 funds for the Storm Water Management Plan (SWMP) grant program.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island, Nebraska, is hereby authorized to enter into Amendment No. 2 with the Nebraska Department of Environmental Quality, for the Storm Water Management Plan Program Grant.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, July 10, 2018.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	by _____
July 5, 2018	City Attorney



City of Grand Island

Tuesday, July 10, 2018

Council Session

Item G-4

#2018-200 - Approving Acquisition of Sanitary Sewer Easement in Charles Wasmer's Addition (Hernandez Avila- 508 S Adams St)

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

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

RESOLUTION 2018-200

WHEREAS, a public utility easement is required by the City of Grand Island, from the property owner of 508 South Adams Street, in Charles Wasmer's Addition, City of Grand Island, Hall County, Nebraska and more particularly described as follows:

Commencing at the Southwest Corner of said Lot 2; thence on an assigned bearing of North 61°42'31" East on the southerly line of said Lot 2 a distance of 6.94 feet to the Point of Beginning; thence North 22°06'10" West a distance of 66.45 feet to the southerly line of the North 66 feet of said Lot 2; thence North 61°28'18" East on said southerly line a distance of 10.06 feet; thence South 22°06'10" East a distance of 66.49 feet to the southerly line of said Lot 2; thence South 61°42'31" West on said southerly line a distance of 10.06 feet to the point of beginning.

WHEREAS, an Agreement for the public utility easement has been reviewed and approved by the City Legal Department; and

WHEREAS, there is no cost for the acquisition of such easement.

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 public utility 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, July 10, 2018.

Jeremy L. Jensen, Mayor

Attest:

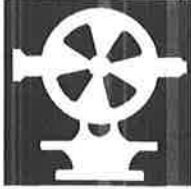
RaNae Edwards, City Clerk

Approved as to Form	by _____
July 5, 2018	City Attorney

EASEMENT EXHIBIT

A Sanitary Sewer Utility Easement located in the South 66 feet of Lot 1 and Lot 2, CHARLES WASMER'S ADDITION to the City of Grand Island, Hall County, Nebraska

N-LINE



LAND
SURVEYING

P.O. BOX 173
Central City, NE 68826
Phone: 308-946-3601

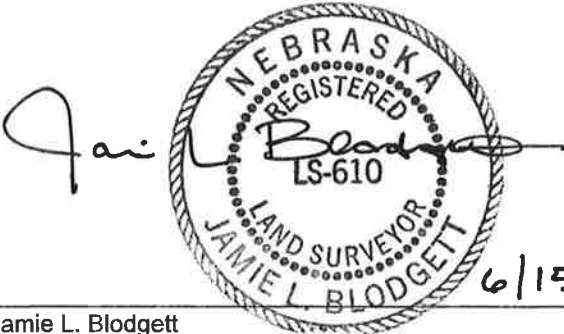
EASEMENT DESCRIPTION:

A Sanitary Sewer Utility Easement located in the South 66 feet of Lot 2, CHARLES WASMER'S ADDITION to the City of Grand Island, Hall County, Nebraska, being 10 feet in width and described as follows:

Commencing at the Southwest Corner of said Lot 2; thence on an assigned bearing of North 61°42'31" East on the southerly line of said Lot 2 a distance of 6.94 feet to the Point of Beginning; thence North 22°06'10" West a distance of 66.45 feet to the southerly line of the North 66 feet of said Lot 2; thence North 61°28'18" East on said southerly line a distance of 10.06 feet; thence South 22°06'10" East a distance of 66.49 feet to the southerly line of said Lot 2; thence South 61°42'31" West on said southerly line a distance of 10.06 feet to the point of beginning.

SURVEYOR'S CERTIFICATE

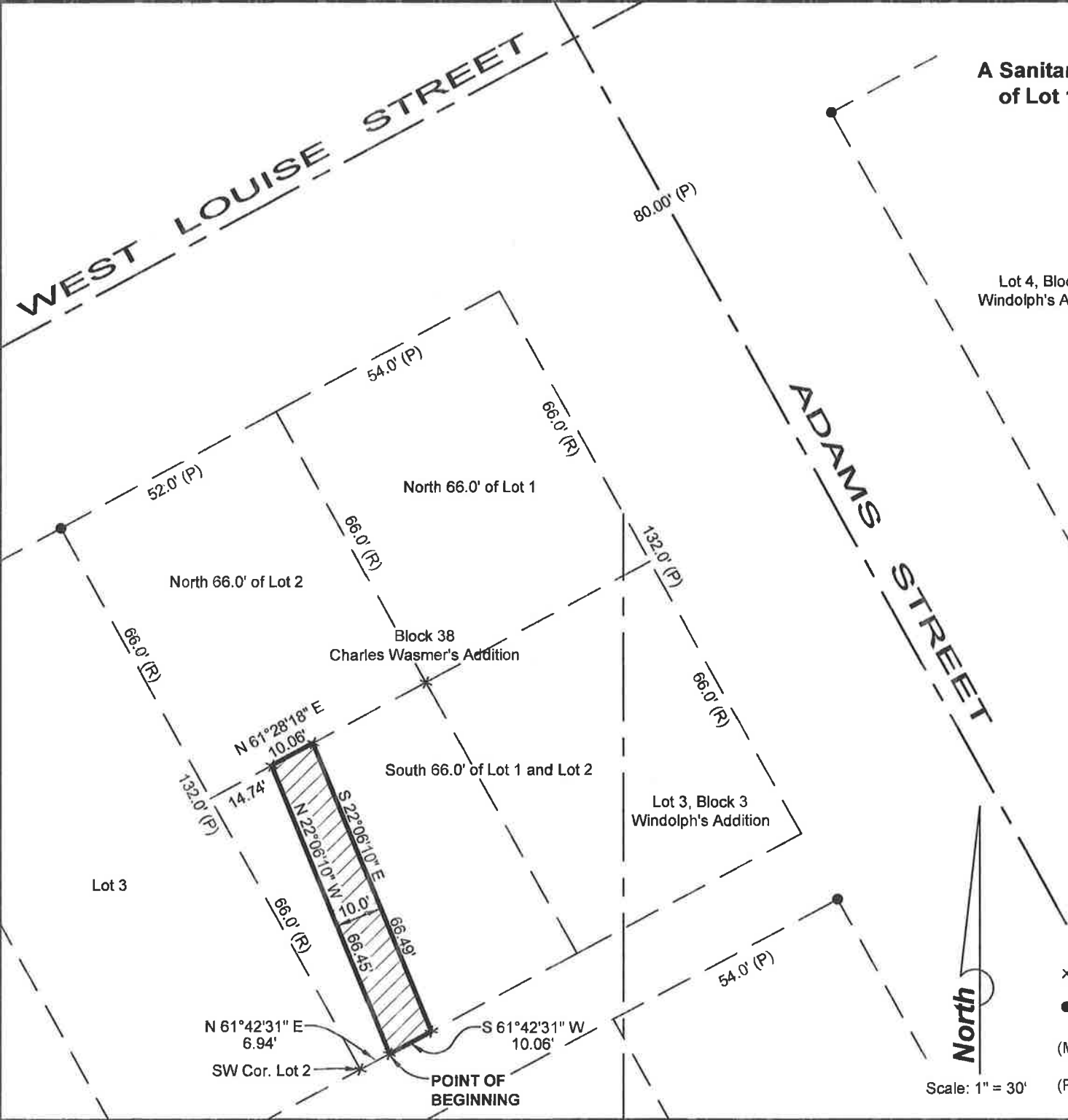
I hereby certify that this land surveying document was prepared by me and the related survey work was performed by me or under my direct personal supervision and that I am a duly Registered Land Surveyor under the laws of the State of Nebraska.



Jamie L. Blodgett
License Number 610
Pages covered by this seal 1

Date: 6/15/2018

DATE OF SURVEY 5/29/2018 JOB NUMBER 18073



Legend

- × = Calculated Point
- = Corner Found (3/4" Pipe)
- (M) = Measured Distance
- (P) = Platted Distance



City of Grand Island

Tuesday, July 10, 2018

Council Session

Item G-5

#2018-201 - Approving Purchase of Bluetooth Headsets for the Wastewater Division of the Public Works Department

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

Council Agenda Memo

From: Jon Menough PE, Wastewater Treatment Plant Engineer

Meeting: July 10, 2018

Subject: Approving Purchase of Bluetooth Headsets for the Wastewater Division of the Public Works Department

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

Background

Wastewater Division staff work in and around loud equipment on a daily basis and have difficulty communicating efficiently with each other while performing job duties.

Currently staff has to shut off equipment and/or move locations to discuss job operations as work is progressing; whether it be cleaning sanitary sewer mains or working in buildings around the Wastewater Treatment Plant grounds.

Discussion

In an effort to promote safety and efficiency it is requested that noise canceling Bluetooth headsets be purchased for Wastewater Division field staff. These headsets will enable staff to continue working around loud equipment without the disruption of noise or having to move locations to communicate with each other. Staff is also able to sync their City cell phone with such headsets and handle phone calls.

Through an informal process staff was able to obtain the following quotes for six (6) bluetooth headsets, all of comparable quality.

<i>Vendor</i>	<i>Price</i>
Nebraska Environmental Products of Lincoln, NE	\$29,600.00
Sonetics of Portland, OR	\$30,785.00
Wapco Distribution, LLC of Lakeway, TX	\$30,835.00

Based on the quotes received it is recommended the purchase from Nebraska Environmental Products of Lincoln, Nebraska be approved.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the purchase of six (6) bluetooth headsets from Nebraska Environmental Products of Lincoln, Nebraska in the amount of \$29,600.00 be approved.

Sample Motion

Move to approve the resolution.



**NEBRASKA
ENVIRONMENTAL
PRODUCTS**

5360 Alvo Road
Lincoln, NE 68514
402-435-0061
Fax: 402-435-1644

Ship To: CITY OF GRAND ISLAND
WASTEWATER TREATMENT FAC.
3013 E Swift Rd
GRAND ISLAND NE 68801

Invoice To: CITY OF GRAND ISLAND
SANITARY SEWER DEPT.
PO BOX 1968
GRAND ISLAND NE 68801

Branch 04 - NEBRASKA ENVIRO		
Date 06/26/2018	Time 13:51:20 (O)	Page 1
Account No GRAND004	Phone No 3083855430	Est No 07 Q00123
Ship Via		Purchase Order SONETICS
Tax ID No		
GREGORY OLIVERIUS		Salesperson 120

EQUIPMENT ESTIMATE - NOT AN INVOICE

Description	** Q U O T E **	EXPIRY DATE: 07/09/2018	Amount
6 - SONETICS APX379-BH BLUE TOOTH HEADSET			6390.00
-			
CUSTOMER PICKS COLOR OF COVERS			
110V AND 12V CHARGERS			
EXTRA FOAM EAR PIECE			
	Sale # 01 Subtotal:		6390.00
	TOTAL:		6390.00
10 - SONETICS APX377-BH NON-BLUE TOOTH HEADSET			8650.00
-			
CUSTOMER PICKS COLOR OF COVERS			
110V AND 12V CHARGERS			
EXTRA FOAM EAR PIECE			
	Sale # 02 Subtotal:		8650.00
	TOTAL:		8650.00
7 - SONETICS 5-USER WIRELESS COMHUB WITH CASE			16065.00
	Sale # 03 Subtotal:		16065.00
	TOTAL:		16065.00
Miscellaneous Charges/Credits			
=====			
FREIGHT	Qty: 1 Price:	50.00	50.00
DISCOUNT	1	1555.00	1555.00-
	Miscellaneous Charges/Credits Total:		1505.00-
	Subtotal:		29600.00
	Quote Total:		29600.00

Authorization: _____

5% DISCOUNT APPLIED FOR MULTIPLE SET ORDER

Quality Environmental Solutions and Support

www.macqueeneq.com





**NEBRASKA
ENVIRONMENTAL
PRODUCTS**

5360 Alvo Road
Lincoln, NE 68514
402-435-0061
Fax: 402-435-1644

Ship To: CITY OF GRAND ISLAND
WASTEWATER TREATMENT FAC.
3013 E Swift Rd
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Branch 04 - NEBRASKA ENVIRO		
Date 06/26/2018	Time 13:51:20 (O)	Page 2
Account No GRAND004	Phone No 3083855430	Est No 07 Q00123
Ship Via		Purchase Order SONETICS
Tax ID No		
GREGORY OLIVERIUS		Salesperson 120

EQUIPMENT ESTIMATE - NOT AN INVOICE

Description ** Q U O T E ** EXPIRY DATE: 07/09/2018 Amount

TRAINING INCLUDED AT CUSTOMER LOCATION
ALLOW 3 - 4 WEEKS FOR DELIVERY

Quality Environmental Solutions and Support

www.macqueeneq.com





Quote

7340 SW Durham Rd
Portland OR 97224
United States

Ph: (503) 684-7080
Fax: (503) 620-2943
www.soneticscorp.com

Date 6/19/2018
Quote # 813

Expires 7/19/2018

Sales Rep: Russell McCaskill
Email: russell.mccaskill@soneticscorp.com
Phone: (503) 684-7080 x110

ATTN:

Bill To

Ship To

Thank you for your interest in a Sonetics solution. Below you will find the quote for the solution that you requested. Please note: the quote total may not reflect freight or sales tax charges. Amounts are in \$USD.

Please send your purchase order(s) to orders@soneticscorp.com

Memo:

Item	Quantity	Units	Description	Options	Rate	Amount
APX379-BH	6	ea	APEX WIRELESS DECT BT HEADSET BEHIND HEAD		1,045.00	6,270.00
APX377-BH	10	ea	APEX WIRELESS DECT HEADSET BEHIND HEAD		845.00	8,450.00
SCH305	7	ea	COMHUB 5/100, 2 CHANNEL DECT7.		2,295.00	16,065.00
Total						\$30,785.00



813

Wapco Distribution LLC
109 Crescent Blf
Lakeway, TX 78734
(512)777-3220
dan@wapcodistribution.com



QUOTE

ADDRESS

Fred Tustin
Grand Island PW
1111 West N 4th
Grand Island, NE 68801

QUOTE # 20171626
DATE 06/20/2018

PRODUCT	QTY	RATE	AMOUNT
SON APX-379 Sonetics Gen3 headset with Bluetooth option	6	1,045.00	6,270.00
5 User ComHub Firecom; 5-User; full-duplex wireless ComHub; ext. antenna connection	7	2,295.00	16,065.00
SON APX 377 Sonetics Gen3 Headset. Radio transmit and intercom.	10	850.00	8,500.00
Freight Freight Prepay & Add	1	0.00	0.00
TOTAL			\$30,835.00

Accepted By

Accepted Date

RESOLUTION 2018-201

WHEREAS, Wastewater Division staff work in and around loud equipment on a daily basis and have difficulty communicating efficiently with each other while performing job duties; and.

WHEREAS, in an effort to promote safety and efficiency it is requested that noise canceling Bluetooth headsets be purchased for Wastewater Division field staff; and

WHEREAS, through an informal quote process three (3) vendors were contacted; and

WHEREAS, Nebraska Environmental Products of Lincoln, Nebraska submitted the lowest responsible quote in the amount of \$29,600.00 for six (6) Bluetooth headsets.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the purchase of six (6) bluetooth headsets from Nebraska Environmental Products of Lincoln, Nebraska in the amount of \$29,600.00 is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, July 10, 2018.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	▣ _____
July 5, 2018	▣ City Attorney



City of Grand Island

Tuesday, July 10, 2018

Council Session

Item G-6

**#2018-202 - Approving Change Order No. 3 for Lift Station No. 20
Upgrade and Force Main Rehabilitation & Lift Station No. 14
Abandonment; Project No. 2017-S-1**

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

Council Agenda Memo

From: Keith Kurz PE, Assistant Public Works Director

Meeting: July 10, 2018

Subject: Approving Change Order No. 3 for Lift Station No. 20 Upgrade and Force Main Rehabilitation & Lift Station No. 14 Abandonment; Project No. 2017-S-1

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

Background

The Diamond Engineering Company of Grand Island, Nebraska was awarded a \$2,306,455.27 contract on March 28, 2017, via Resolution No. 2017-88, for Lift Station No. 20 Upgrade and Force Main Rehabilitation & Lift Station No. 14 Abandonment; Project No. 2017-S-1.

On October 10, 2017, via Resolution No. 2017-276, City Council approved Change Order No. 1 in the amount of \$97,640.79, which allowed for replacement of Manhole No. 75 and extended the completion date from March 15, 2018 to April 14, 2018.

On April 10, 2018, via Resolution No. 2018-99, City Council approved Change Order No. 2 at no cost, which allowed for a time extension from April 14, 2018 to June 30, 2018.

Currently Lift Station No. 20 pumps an average of 220,000 gallons per day. In order to accommodate future growth to handle a daily flow rate of over 1 million gallons a day, upgrades to this lift station are necessary. The existing force main from Lift Station No. 20 is also in need of replacement and or repair due to poor pipe condition. The force main has experienced multiple breaks within the past several years.

Elimination of Lift Station No. 14 and abandonment of the force main has been completed.

Discussion

Due to dewatering challenges and inclement weather, rain and high wind events, a time extension is being requested from June 30, 2018 to August 31, 2018. The excavation for this project was very deep and with high groundwater in the area the contractor has had difficulty keeping water down to perform the required work.

There will be no cost associated with Change Order No. 3, leaving the contract agreement amount of \$2,404,096.06.

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. 3 for Lift Station No. 20 Upgrade and Force Main Rehabilitation & Lift Station No. 14 Abandonment; Project No. 2017-S-1 with The Diamond Engineering Company of Grand Island, Nebraska.

Sample Motion

Move to approve the resolution.



CHANGE ORDER NO. 3

PROJECT: Lift Station No. 20 Upgrade and Force Main Rehabilitation & Lift Station No. 14 Abandonment;
Project No. 2017-S-1

CONTRACTOR: The Diamond Engineering Company

AMOUNT OF CONTRACT: \$2,404,096.06

CONTRACT DATE: March 29, 2017

Contract Price Prior to this Change Order.....	\$2,404,096.06
Net Increase Resulting from this Change Order.....	\$ 0
Revised Contract Price Including this Change Order.....	\$2,404,096.06

Notice to Proceed Date -----	March 30, 2017
Original Completion Date -----	March 15, 2018
First Revised Completion Date -----	April 14, 2018
Second Revised Completion Date -----	June 30, 2018
Third Revised Completion Date -----	August 31, 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 2018-202

WHEREAS, on March 28, 2017, via Resolution No.2017-88, the City of Grand Island awarded The Diamond Engineering Company of Grand Island, Nebraska the bid in the amount of \$2,306,455.27 for Lift Station No. 20 Upgrade and Force Main Rehabilitation & Lift Station No. 14 Abandonment; Project No. 2017-S-1; and

WHEREAS, on October 10, 2017, via Resolution No. 2017-276, City Council approved Change Order No. 1 to the original agreement, which allowed for replacement of Manhole NO. 75 and extended the completion date from March 15, 2018 to April 14, 2018 in the amount of \$97,640.79; and

WHEREAS, on April 10, 2018, via Resolution No. 2018-99, City Council approved Change Order No. 2 at no cost, which allowed for a time extension from April 14, 2018 to June 30, 2018; and

WHEREAS, it has been determined that additional time is necessary to complete such project; and

WHEREAS, such modifications have been incorporated into Change Order No. 3; and

WHEREAS, there will be no cost associated with such time extension, leaving the contract agreement amount of \$2,404,096.06; and

WHEREAS, the project completion date will be extended from June 30, 2018 to August 31, 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. 3, at no additional cost, 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, July 10, 2018.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	by _____
July 5, 2018	City Attorney



City of Grand Island

Tuesday, July 10, 2018

Council Session

Item G-7

**#2018-203 - Approving Change Order No. 2 for Lift Station No. 11
Relocation – 2018; Project No. 2018-S-1**

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

Council Agenda Memo

From: Keith Kurz PE, Assistant Public Works Director

Meeting: July 10, 2018

Subject: Approving Change Order No. 2 for Lift Station No. 11 Relocation – 2018; Project No. 2018-S-1

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

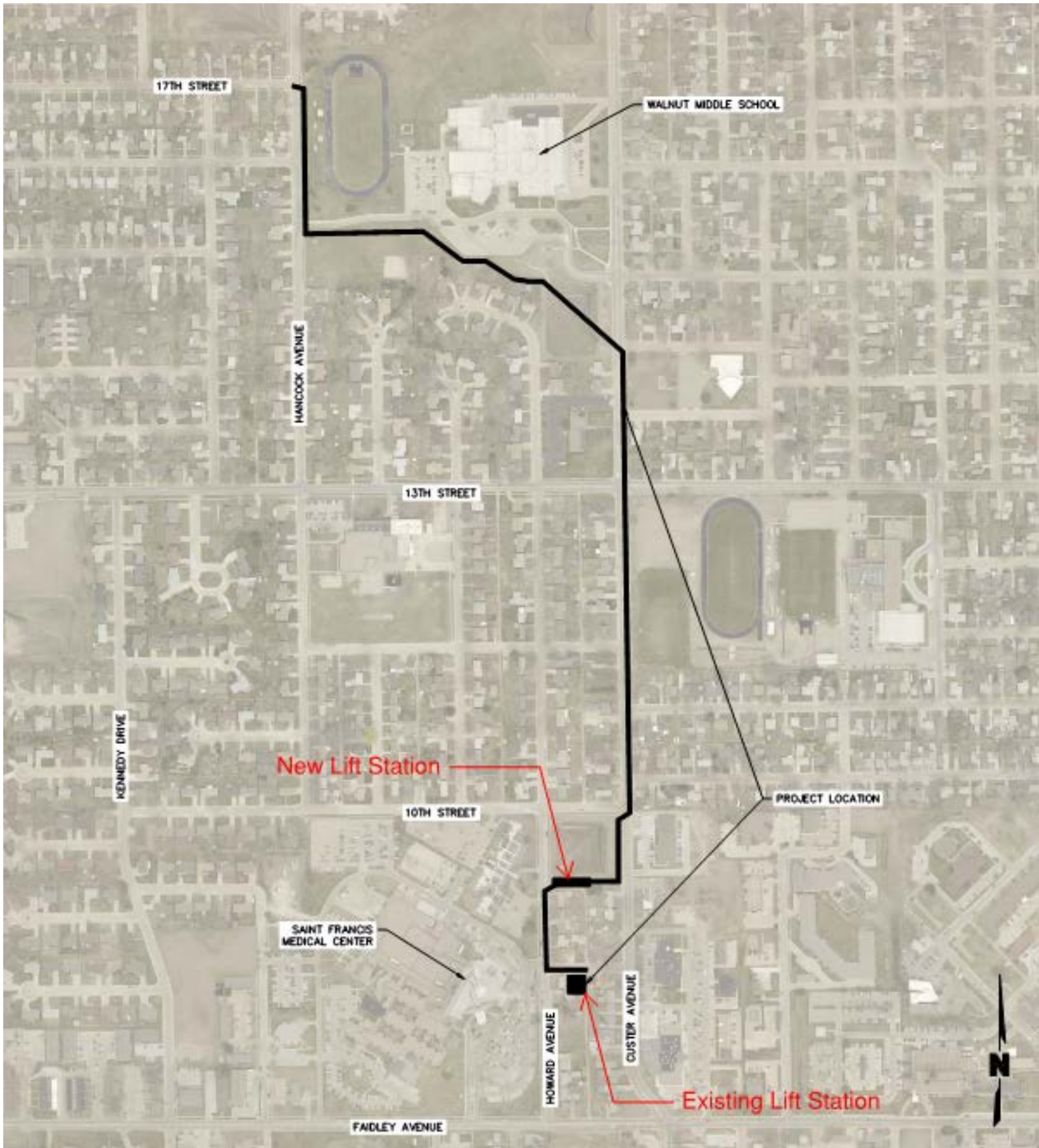
Background

Midland Contracting, Inc. of Kearney, Nebraska was awarded a \$1,647,665.35 contract on March 27, 2018, via Resolution No. 2018-85, for Lift Station No. 11 Relocation – 2018; Project No. 2018-S-1.

On June 12, 2018, via Resolution No. 2018-160, City Council approved Change Order No. 1, which added pay items for directional drilling at the intersection of Custer Avenue & 13th Street and at the detention cell north of this area, as well as adjusted quantities for such work. This alternative was proposed by the contractor to save time and lessen the impact of street closures in the area. Change Order No. 1 resulted in a contract reduction of \$15,657.70, modifying the total contract agreement to \$1,632,007.65.

The existing Lift Station No. 11, which is located on 8th Street between Custer Avenue and Howard Avenue at 2511 W 8th Street, is in need of upgrade. The hospital contributes debris and rags that clog the current pumps, the wet well does not have sufficient capacity, and there is no space for a stand-by generator. A new submersible, duplex style lift station, with a grinder pump on the influent, and a stand-by generator is under construction at a larger, nearby location.

A new 6-inch force main is being re-routed from the South Interceptor to the North Interceptor. Lift Station No. 11 contributes an average of 100-150 thousand gallons per day to the South Interceptor. The Lift Station No. 11 upgrade & re-route will alleviate some capacity issues in the South Interceptor by re-routing Lift Station No. 11 force main to the North Interceptor.



Discussion

Change Order No. 2 to the referenced project is being requested to establish a new unit price for bedding the force main in native sand, which will result in a unit price reduction of \$1.97 over the originally bid granular bedding.

In order to complete this work Change Order No. 2 is necessary, which will have no impact on the total contract agreement of \$1,632,007.65 until quantities are rectified. Quantities will be rectified once known.

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. 2 for Lift Station No. 11 Relocation – 2018; Project No. 2018-S-1 with Midlands Contracting, Inc. of Kearney, Nebraska.

Sample Motion

Move to approve the resolution.



CHANGE ORDER NO. 2

PROJECT: Lift Station No. 11 Relocation – 2018; Project No. 2018-S-1

CONTRACTOR: Midlands Contracting, Inc.

AMOUNT OF CONTRACT: \$1,647,665.35

CONTRACT DATE: April 4, 2018

Establish a unit price for bedding the force main in native sand.

<i>Item No.</i>	<i>Description</i>	<i>Quantity</i>	<i>Unit</i>	<i>Unit Price</i>	<i>Total Price</i>
CO2-1	6-inch Force Main w/ Native Bedding (sand)	0	LF	\$ 23.03	\$ 0
Change Order No. 2 Total =					\$ 0

Contract Price Prior to this Change Order..... \$ 1,647,665.35

Change Order No. 1..... \$ (15,657.70)

Net Change Resulting from this Change Order..... \$ 0

Revised Contract Price Including this Change Order..... \$ 1,632,007.65

The Above Change Order Accepted:

Midlands Contracting, Inc.

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 2018-203

WHEREAS, on March 27, 2018, via Resolution No.2018-85, the City of Grand Island awarded Midlands Contracting, Inc. of Kearney, Nebraska the bid in the amount of \$1,647,665.35 for Lift Station No. 11 Relocation – 2018; Project No. 2018-S-1; and

WHEREAS, on June 12, 2018, via Resolution No. 2018-160, city Council approved Change Order No. 1, which added pay items for directional drilling at the intersection of Custer Avenue & 13th Street and at the detention cell north of this area, as well as adjusted quantities for such work for a contract reduction of \$15,657.70; and

WHEREAS, it has been determined that modifications need to be made to allow for bedding the force main in native sand, which will result in a unit price reduction of \$1.97 over the originally bid granular bedding; and

WHEREAS, such modifications have been incorporated into Change Order No. 2; and

WHEREAS, the result of such modifications will have no result on the total contract amount of \$1, 632,007.65.

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. 2 at no cost between the City of Grand Island and Midlands Contracting, Inc. of Kearney, Nebraska to provide the modifications.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, July 10, 2018.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
July 5, 2018	☐ City Attorney



City of Grand Island

Tuesday, July 10, 2018

Council Session

Item G-8

**#2018-204 - Approving Bid Award for Annual Supply of Road
Deicing Chemicals**

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

Council Agenda Memo

From: Shannon Callahan, Streets Superintendent

Meeting: July 10, 2018

Subject: Approving Bid Award for Annual Supply of Road Deicing Chemicals

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

Background

The City of Grand Island Streets Division uses granular road salt and other granular products to treat icy roadway conditions during the winter months. The salt storage facility, "Salt Dome", is capable of holding 900 Tons of bulk deicing material. Average annual tonnage of road deicing chemicals used by the City ranges between 1,000 tons and 1,500 tons. The storage facility is filled to maximum capacity after winter and kept as full as possible during the winter months. Currently, the salt storage facility is not full and would require an additional 750 Tons to reach capacity.

The City of Grand Island Streets Division has historically used the State of Nebraska Contract for purchasing bulk deicing chemicals. This pricing is subject to regional delivery charges not direct delivery to Grand Island. For this fact, the Streets Division advertised for bids of deicing chemicals to ensure we are receiving the best price.

Each bid line was considered and recommended for award separately. These items included two (2) different types of road deicing chemicals, Road Salt and Ice Slicer, during two (2) separate conditions, off-peak and peak seasons. Off-Peak pricing shall be valid between May 1 and August 31; Peak season pricing shall be valid between September 1 and April 30.

Discussion

Bids were advertised on June 14, 2018 and sent to four (4) potential bidders. Four (4) bids were received and opened on June 26, 2018. Below is the bid award recommendation.

Ice slicer is a specialty product sold by only one (1) vendor within Nebraska. Two (2) of the bidders proposed different products but not Ice Slicer. Again, Grand Island has only used the State of Nebraska Contract for purchasing Ice Slicer; currently the State requests pricing for Ice Slicer, only. At this time, it would be best to continue to use the State of

Nebraska contract pricing for ice slicer and research the other products available before signing a long term contract. Therefore, no award for Ice Slicer, Off-Peak and Ice Slicer, Peak is being recommended.

To compare, the current State of Nebraska contract pricing for road salt within Grand Island's region is \$45.00 for off-peak plus fuel surcharge and \$51.50 plus fuel surcharge during peak times. The current State of Nebraska pricing was based on 2017 fuel prices of \$2.42 per gallon. Due to the volatility of fuel prices it is recommended to award these two line items to the lowest bidder.

Annual Supply of Road Deicing Chemicals
Bid Award Recommendation

Deicing Chemical, Condition	Date Range	Vendor	Unit Price
ROAD SALT, OFF-PEAK	May 1- Aug 31	Black Strap, Inc. Neligh, NE	\$45.90 per ton
ROAD SALT, PEAK	Sept 1-Apr 30	Black Strap, Inc. Neligh, NE	\$47.30 per ton
ICE SLICER, OFF-PEAK	May 1- Aug 31	<i>NO AWARD</i>	
ICE SLICER, PEAK	Sept 1-Apr 30	<i>NO AWARD</i>	

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the purchase of Annual Supply of Road Deicing Chemicals according to the bid award recommendation.

Sample Motion

Move to approve the purchase of the Annual Supply of Road Deicing Chemicals according to the bid award recommendation.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: June 26, 2018 @ 2:00 pm
FOR: Annual Supply of Road Deicing Chemicals
DEPARTMENT: Public Works
ESTIMATE: \$60,000.00
FUND/ACCOUNT: 21033502-85535
PUBLICATION DATE: June 14, 2018
NO. POTENTIAL BIDDERS: 4

SUMMARY

Bidder:	<u>Central Salt, LLC</u> Lyons, KS	<u>Black Strap, Inc.</u> Neligh, NE
Exceptions:	None	Noted

Bid Price:		
Road Salt, Off-Peak	\$52.23 per ton	\$ 45.90 per ton
Road Salt, Peak	\$59.18 per ton	\$ 47.30 per ton
Ice Slicer, Off-Peak	No Bid	\$115.00 per ton
Ice Slicer, Peak	No Bid	\$120.00 per ton

Bidder:	<u>Nebraska Salt & Grain Co.</u> Gothenburg, NE	<u>GMCO Corporation</u> Rifle, CO
Exceptions:	None	None

Bid Price:		
Road Salt, Off-Peak	\$51.50 per ton	No Bid
Road Salt, Peak	\$53.50 per ton	No Bid
Ice Slicer, Off-Peak	No Bid	\$159.40 per ton
Ice Slicer, Peak	\$172.75 per ton	\$163.40 per ton

cc: John Collins, Public Works Director
Marlan Ferguson, City Administrator
Stacy Nonhof, Purchasing Agent

Catrina DeLosh, PW Admin. Assistant
William Clingman, Interim Finance Director
Shannon Callahan, Street Supt.

P2056

R E S O L U T I O N 2018-204

WHEREAS, the City of Grand Island invited sealed bids for furnishing Annual Supply of Road Deicing Chemicals, according to plans and specifications on file with the Public Works Department; and

WHEREAS, on June 26, 2018 bids were received, opened and reviewed; and,

WHEREAS, four (4) vendors submitted responsible bids within the bid specifications.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the below bid line items, are hereby approved;

Deicing Chemical, Condition	Date Range	Vendor	Unit Price
ROAD SALT, OFF-PEAK	May 1- Aug 31	Black Strap, Inc. Neligh, NE	\$45.90 per ton
ROAD SALT, PEAK	Sept 1-Apr 30	Black Strap, Inc. Neligh, NE	\$47.30 per ton
ICE SLICER, OFF-PEAK	May 1- Aug 31	<i>NO AWARD</i>	
ICE SLICER, PEAK	Sept 1-Apr 30	<i>NO AWARD</i>	

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, July 10, 2018.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form July 5, 2018	▣ _____ City Attorney
-------------------------------------	--------------------------



City of Grand Island

Tuesday, July 10, 2018

Council Session

Item G-9

#2018-205 - Approving Certificate of Final Completion for Water Main Project 2018-W-1 - 17th Street from Broadwell Avenue to Elm Street

Staff Contact: Tim Luchsinger, Utilities Director

Council Agenda Memo

From: Timothy Luchsinger, Utilities Director

Meeting: July 10, 2018

Subject: Certificate of Final Completion for Water Main Project
2018-W-1 – 17th Street between Broadwell Ave. & Elm
St.

Presenter(s): Timothy Luchsinger, Utilities Director

Background

Water Main Project 2018-W-1 was created to replace an existing 100-year-old 6” inch water main within 17th Street. The project involved the installation of a 10” diameter water main, water service connections, pavement removal and restoration and drainage improvements within 17th Street between Broadwell Avenue and Elm Street.

The completed work resolved maintenance issues, provided proper clearances between the water main and storm sewer, improved domestic supply, supplemented fire protection and completed a 10” water main loop in the area.

Discussion

The project has been completed by Myers Construction Inc., of Broken Bow, Nebraska in accordance with the terms and conditions of the contract documents and plans. The final contract amount for the work was \$394,598.33. The City of Grand Island Street Department is responsible for \$32,255.20 of the final contract amount for storm sewer and pavement work that was determined to be a necessary addition to the project during the initial planning stage. The remaining \$362,343.15 is a Utilities Department expense.

Alternatives

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

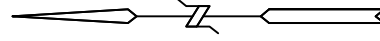
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council approve the Certificate of Final Completion for Water Main Project 2018-W-1 – 17th Street from Broadwell Avenue to Elm Street.

Sample Motion

Move to approve the Certificate of Final Completion for Water Main Project 2018-W-1 – 17th Street from Broadwell Avenue to Elm Street.


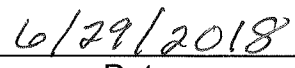


Water Main Project
 2018-W-1

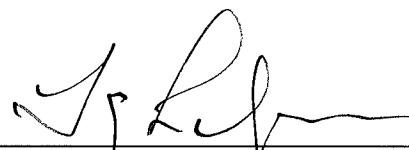
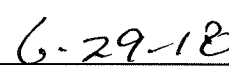
ENGINEER'S CERTIFICATE OF FINAL COMPLETION

Water Main Project 2018-W-1

Water Main Project 2018-W-1 is located within 17th Street between Broadwell Avenue and Elm Street in the City of Grand Island, NE. The project was installed under a contract issued to Myers Construction Inc. of Broken Bow, NE. The work has been fully completed in accordance with the terms and conditions of the contract and complies with the plans and specifications.

 _____ Ryan L. Schmitz, P.E. #E-13818	 _____ Date
--	---

I hereby authorize Water Main Project 2018-W-1 to be incorporated into the City of Grand Island water system.

 _____ Tim Luchsinger, Utilities Director	 _____ Date
--	---

CERTIFICATE OF FINAL COMPLETION

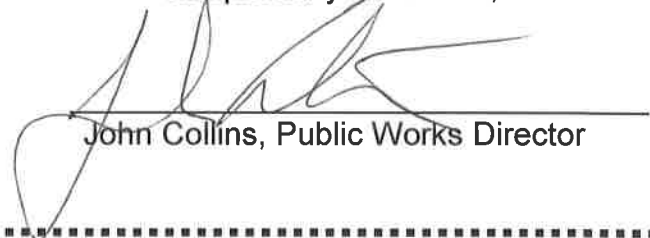
Water Main Project 2018-W-1
17th Street between Broadwell Avenue and Elm Street

July 10, 2018

Water Main Project 2018-W-1, located at in 17th Street between Broadwell Avenue to Elm Street was awarded to Myers Construction, Inc., of Broken Bow, Nebraska.

The work on this project, as certified to be fully completed by Tim Luchsinger, Utilities Director, is hereby accepted for the City of Grand Island, Nebraska, by me as Public Works Director/City Engineer, in accordance with the provision of Section 16-650, R.R.S., 1943.

Respectfully submitted,



John Collins, Public Works Director

WATER MAIN PROJECT 2018-W-1

July 10, 2018

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

I hereby recommend that the Engineer's Certificate of Final Completion for Water Main Project 2018-W-1 be approved.

Respectfully submitted,

Jeremy L. Jensen, Mayor

RESOLUTION 2018-205

WHEREAS, the Utilities Engineer and the Public Works Director have issued a Certificate of Final Completion for Water Main Project 2018-W-1 located in 17th Street from Broadwell Avenue to Elm Street, certifying that Myers Construction, Inc., of Broken Bow, Nebraska has completed such project according to the terms, conditions, and stipulations of the contract, plans and specifications for such improvements; and

WHEREAS, the Public Works Director recommends the acceptance of the Engineer's Certificate of Final Completion; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Certificate of Final Completion for Water Main Project 2018-W-1 is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, July 10, 2018.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
July 5, 2018	☐ City Attorney



City of Grand Island

Tuesday, July 10, 2018

Council Session

Item G-10

#2018-206 - Approving Subordination Agreement for 116/118 West 3rd Street (Famos Construction, Inc. & The Chocolate Bar, Inc.)

Staff Contact: Amber Alvidrez

Council Agenda Memo

From: Amber Alvidrez, Community Development

Council Meeting: July 10, 2018

Subject: Approving Subordination Agreement for 116/118
W 3rd Street Grand Island Nebraska

Presenter(s): Amber Alvidrez, Community Development
Administrator

Background

The City Of Grand Island has a Deed of Trust filed on property owned by FAMOS CONSTRUCTION, INC a Nebraska corporation and THE CHOCOLATE BAR, INC., a Nebraska corporation located at 116/118 West Third St., in the amount of \$159,200. On May 25, 2016, Community Development Block Grant funds in the amount of \$159,200 were loaned to FAMOS CONSTRUCTION INC., a Nebraska Corporation and THE CHOCOLATE BAR, INC, a Nebraska Corporation to assist in the revitalization of downtown. The legal description is:

THE WESTERLY TWO THIRDS(W 2/30 OF LOT SIX (6), IN BLOCK FIFTY FIVE (55), OF THE ORIGINAL TOWN, NOW CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA.

The owner is requesting permission from the City to subordinate to the new mortgage amount and accept and remain in third position. The Chocolate Bar will remain occupied and property taxes will continue to be paid. The equity in the property is in excess of the lien amounts held by both the City and the bank.

Discussion

A new lien in the amount of \$125,000.00 with Pinnacle Bank would by law be junior in priority to the City's lien; however, Pinnacle Bank, has asked the City to subordinate its Deed of Trust to the new Deed of Trust.

The property's appraised value is \$1,066,594.91 and is sufficient to secure the loan of \$125,000 from Pinnacle Bank, \$50,000 from Nebraska Enterprise Fund and the City's note of \$159,200. This is a zero percent interest loan.

ALTERNATIVES

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

1. Approve the Subordination Agreement
2. Refer the issue to a Committee
3. Postpone the issue to a later date
4. Take no action on the issue

RECOMMENDATION

City Administration recommends that the Council approves the Subordination Agreement with Pinnacle Bank placing the City in the third position to the new Deed of Trust.

Sample Motion

Move to recommend approval of the Subordination Agreement with Pinnacle Bank and Nebraska Enterprise Fund, placing the City in the Third position to the new Deed of Trust.

Return to City of Grand Island after Recording.

SUBORDINATION AGREEMENT

COMES NOW the City of Grand Island, Nebraska, secured party/beneficiary and hereby partially subordinates its trust deed/real estate lien recorded May 25, 2016, on the following described real estate:

THE WESTERLY TWO THIRDS (W 2/3) OF LOT SIX (6), IN BLOCK FIFTY FIVE (55) OF THE ORIGINAL TOWN, NOW CITY OF GRAND ISLAND, HALL COUNT, NEBRASKA.

It is the intent of this Agreement that the trust deed for amounts loaned by Pinnacle Bank to FAmos Construction Inc., a Nebraska corporation and The Chocolate Bar Inc., a Nebraska corporation (Borrower) that was filed month Day, year as Instrument Number shall be superior to the trust deed/real estate lien of the City of Grand Island, its successors and assigns recorded September 29, 2016, up to the amount of \$175,000.00 plus interest and amounts advanced to protect the collateral. Thereafter, the City of Grand Island's lien shall have priority. It is further understood that this subordination shall include all current obligations, extensions, renewals, advances or modifications made by the City of Grand Island, Nebraska to Borrowers which is secured by the trust deed/real estate lien recorded September 29, 2016 as Document Number 201606457 in the records of the Register of Deeds of Hall County, Nebraska. Nothing in this Subordination Agreement is intended as a promise to provide financing or make advances to Borrowers by the City of Grand Island, Nebraska and it is not the intention of the City of Grand Island, Nebraska to warrant or guarantee the obligations of Borrowers but merely to partially subordinate its lien interests under the instrument recorded at Document Number 201606457. It is understood that Pinnacle Bank intends to lend funds to Borrowers but that the subordinated amount is not to exceed \$175,000.00 plus interest and amounts advanced to protect the collateral.

Nothing in this instrument is intended to relieve Borrowers of their obligation to the City of Grand Island, Nebraska or to subordinate any other lien interests including, but not limited to, real estate taxes and special assessments.

Dated: _____

City of Grand Island, Nebraska

By _____
Jeremy L. Jensen, Mayor

STATE OF NEBRASKA)
)ss.
COUNTY OF HALL)

The foregoing instrument was acknowledged before me on _____, 2018, by Jeremy L. Jensen, Mayor of the City of Grand Island, Nebraska.

Notary Public

RESOLUTION 2018-206

WHEREAS, the City of Grand Island, is the lender and secured party of a Deed of Trust dated May 25, 2016 and recorded on September 29, 2016, as Instrument No.201606457, in the amount of One-Hundred and Fifty-Nine Thousand and Two-Hundred Dollars and zero Cents.(\$159,200), secured by property located at 116/118 West Third Street and owned by FAMOS CONSTRUCTIONS INC., a Nebraska Corporation and THE CHOCOLATE BAR INC, a Nebraska coporation, said property being described as follows:

THE WESTERLY TWO THIRDS (W 2/3) OF LOT SIX (6), IN BLOCK FIFTY FIVE (55), OF THE ORIGINAL TOWN, NOW CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA.

WHEREAS, FAMOS CONSTRUCTION INC, a Nebraska corporation, and THE CHOCOLATE BAR, a Nebraska corporation wishes to execute a Deed of Trust and Note in the amount of \$125,000 with Pinnacle Bank, to be secured by the above-described real estate conditioned upon the City subordinating its Deed of Trust to their lien priority; and

WHEREAS, the value of the above-described real estate is sufficient to adequately secure both loans.

WHEREAS, the requested subordination of the City's lien priority is in the best interests of all parties.

WHEREAS, the City Attorney's office has reviewed and approved the proposed agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor is hereby authorized and directed to execute an agreement subordinating the lien priority of the above described Deeds of Trust from FAMOS CONSTRUCTION INC., a Nebraska corporation and THE CHOCOLATE BAR INC., a Nebraska corporation to the City of Grand Island, as beneficiary to that of the new loan and Deed of Trust of Pinnacle Bank, Beneficiary, as more particularly set out in the subordination agreement.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 10, 2018.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	by _____
July 5, 2018	City Attorney



City of Grand Island

Tuesday, July 10, 2018

Council Session

Item I-1

#2018-207 - Consideration of Approving Addendum to the Labor Contract between the City of Grand Island and the Grand Island Lodge #24 of the Fraternal Order of Police

Staff Contact: Aaron Schmid, Human Resources Director

Council Agenda Memo

From: Aaron Schmid, Human Resources Director

Meeting: July 10, 2018

Subject: Consideration of Approving Addendum to the Labor Contract between the City of Grand Island and the Grand Island Lodge #24 of the Fraternal Order of Police

Presenter(s): Aaron Schmid, Human Resources Director

Background

On May 8, 2018, Council approved a resolution to establish banking services with Five Points Bank. Five Points Bank is now the incumbent for processing employee payroll checks. Five Points Bank requires a processing cutoff time that is earlier than the previous bank. This change results in the need to move pay dates from Thursdays to Fridays (except in the event of bank holidays.) During this transition, the City also decided to align all City employees to one pay period rather than two different pay periods. The Fire Department and Utility Department are on a Sunday through Saturday pay period due to their shift requirements. It was determined to move all other City departments to the Sunday through Saturday pay period in an effort to reduce payroll-processing errors and create one uniform system.

In preparation of the changes to pay periods and pay dates, the City notified the Unions. The Fraternal Order of Police (FOP) notified the City of conflicting contract language regarding pay periods in the labor agreement between the City of Grand Island and the FOP, Grand Island Lodge No. 24. Changes to the contract require negotiations between the two parties. Once changes have been tentatively agreed upon, the bargaining unit and City Council must approve.

Discussion

The City and the FOP have met to negotiate with respect to the impact of the payroll administration changes upon the City's employees represented by the FOP. Please find attached an *Addendum to the Labor Agreement by and between the City of Grand Island and the Grand Island Lodge #24 of the Fraternal Order of Police*. The agreement allows a one-time, thirteen-day pay period to make the transition to the new pay period. The addendum addresses staffing and pay during the thirteen-day period, specifically "B shift" which is directly impacted by the change. The addendum also designates Friday as

the new pay date, except in the case of holidays. The remaining terms of the labor contract will remain unchanged for the duration of the contract.

Alternatives

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

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

Recommendation

The City Administration recommends approval of the *Addendum to the Labor Contract by and between the City of Grand Island and the Grand Island Lodge #24 of the Fraternal Order of Police.*

Sample Motion

Move to approve *Addendum to the Labor Contract by and between the City of Grand Island and the Grand Island Lodge #24 of the Fraternal Order of Police.*

**ADDENDUM TO THE LABOR AGREEMENT
BY AND BETWEEN
THE CITY OF GRAND ISLAND
AND
GRAND ISLAND LODGE #24 OF THE FRATERNAL ORDER OF POLICE**

This Addendum to the October 1, 2016 Labor Agreement by and between the City of Grand Island ("City") and Grand Island Lodge #24 of the Fraternal Order of Police ("FOP") dated this ____ day of _____, 2018:

Whereas, City and FOP are parties to a Labor Agreement effective October 1, 2016 through September 30, 2019 (the "Agreement"); and

Whereas, City has an established practice for payroll administration consisting of a two-week, Monday through Sunday pay plan with payroll checks or deposits made on Thursday next following the last day of the previous pay period; and

Whereas, City determined it would change its payroll practice, policy and procedure to a two-week, Sunday through Saturday pay plan with payroll checks or deposits made on Friday next following the last day of the previous pay period; and

Whereas, City and FOP determined the changes in payroll administration would financially impact the bargaining unit members assigned to the Police Department B team, who are regularly assigned to work 80 hours in each two-week period and would receive a paycheck for 8 fewer hours as a result of the payroll transition; and

Whereas, City and FOP engaged in negotiations regarding the effect of the payroll administration changes upon the City's employees represented by the FOP (the "FOP Bargaining Unit").

NOW, THEREFORE, in consideration of the above recitals and the mutual promises and covenants herein, City and FOP agree as follows:


1. During the 13-day period beginning July 23, 2018, B Team Sergeants and Officers (hereinafter jointly referred to as "B Team") will be scheduled to work a twelve (12) hour shift on each of the following days: July 25, July 26, July 30, July 31, and August 3.
2. B Team will be assigned to work one (1) twelve (12) hour shift on Saturday, August 4 and shall for said work be compensated as follows: the employee's regular hourly rate of pay times the number of hours actually worked not to exceed eight (8) hours and 1.5 times the employee's regular rate of pay times the number of hours actually worked.
3. B Team will receive overtime pay at the rate of 1.5 times the regular rate of pay for hours worked in excess of 72 hours during the 13-day period beginning July 23 and ending August 4.
4. Notwithstanding Paragraphs 1 and 2 above, if a B Team member is on approved paid leave on August 4 he or she shall utilize 12 hours accrued paid leave and shall receive pay for an additional eight (8) hours at the regular rate of pay.
5. FOP acknowledges the City will establish for the FOP bargaining unit, beginning Sunday, August 5, 2018, a two-week, Sunday through Saturday, pay period pay plan with regular payday the

Friday next following the last day of each pay period. Provided, however, if payday is a banking holiday payday will occur the preceding banking workday.

6. FOP on its behalf and on behalf of its members waives all objections, claims, grievances, suits, or actions of any kind or nature it or they have or may have concerning the above-described modification of the City's pay plan and payday, City's establishment of the same, and the effects of said plan modifications upon the FOP bargaining unit members.

Dated this 28 day of June, 2018

GRAND ISLAND LODGE #24 OF THE FRATERNAL ORDER OF POLICE

By: 
Jarret Daugherty, President

Dated this ____ day of _____, 2018

CITY OF GRAND ISLAND

By: _____
Jeremy L. Jensen, Mayor

[attest]

RaNae Edwards, City Clerk

RESOLUTION 2018-207

WHEREAS, pursuant to Neb. Rev. Stat. §16-201, the City has the authority to make all contracts and do all other acts in relation to the property and concerns of the City necessary to the exercise of its corporate powers; and

WHEREAS, City and Fraternal Order of Police (FOP) are parties to a Labor Agreement effective October 1, 2016 through September 30, 2019 (the “Agreement”); and

WHEREAS, City has an established practice for payroll administration consisting of a two-week, Monday through Sunday pay plan with payroll checks or deposits made on Thursday next following the last day of the previous pay period; and

WHEREAS, City determined it would change its payroll practice, policy and procedure to a two-week, Sunday through Saturday pay plan with payroll checks or deposits made on Friday next following the last day of the previous pay period; and

WHEREAS, City and FOP determined the changes in payroll administration would financially impact the bargaining unit members assigned to the Police Department B team, who are regularly assigned to work 80 hours in each two-week period and would receive a paycheck for 8 fewer hours as a result of the payroll transition; and

WHEREAS, City and FOP engaged in negotiations regarding the effect of the payroll administration changes upon the City’s employees represented by the FOP (the “FOP Bargaining Unit”).

WHEREAS, in consideration of the above recitals and the mutual promises and covenants herein, City and FOP agree as follows:

1. During the 13-day period beginning July 23, 2018, B Team Sergeants and Officers (hereinafter jointly referred to as “B Team”) will be scheduled to work a twelve (12) hour shift on each of the following days: July 25, July 26, July 30, July 31, and August 3.
2. B Team will be assigned to work one (1) twelve (12) hour shift on Saturday, August 4 and shall for said work be compensated as follows: the employee’s regular hourly rate of pay times the number of hours actually worked not to exceed eight (8) hours and 1.5 times the employee’s regular rate of pay times the number of hours actually worked.
3. B Team will receive overtime pay at the rate of 1.5 times the regular rate of pay for hours worked in excess of 72 hours during the 13-day period beginning July 23 and ending August 4.
4. Notwithstanding Paragraphs 1 and 2 above, if a B Team member is on approved paid leave on August 4 he or she shall utilize 12 hours accrued paid leave and shall receive pay for an additional eight (8) hours at the regular rate of pay.
5. FOP acknowledges the City will establish for the FOP bargaining unit, beginning Sunday, August 5, 2018, a two-week, Sunday through Saturday, pay period pay plan with regular payday the Friday next following the last day of each pay period. Provided, however, if payday is a banking holiday payday will occur the preceding banking workday.

Approved as to Form July 5, 2018	<input checked="" type="checkbox"/> _____ City Attorney
-------------------------------------	--

6. FOP on its behalf and on behalf of its members waives all objections, claims, grievances, suits, or actions of any kind or nature it or they have or may have concerning the above-described modification of the City's pay plan and payday, City's establishment of the same, and the effects of said plan modifications upon the FOP bargaining unit members.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor is hereby authorized to execute the Labor Addendum by and between the City Of Grand Island and the Grand Island Lodge #24 of the Fraternal Order of Police.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, July 10, 2018.

Jeremy L. Jensen, Mayor

ATTEST:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, July 10, 2018

Council Session

Item I-2

#2018-208 - Consideration of Approving Lease Agreement for Transit Services Office Facility

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

Council Agenda Memo

From: Charley Falmlen, Transit Program Manager

Meeting: June 26, 2018

Subject: Approving Lease Agreement for Transit Services Office Facility

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

Background

Beginning in the mid-1970s, Hall County, using Section 5311 Rural Transit Funding, provided elderly and para-transit services through Senior Citizens Industries, Inc. Over the years, this service evolved into a full-scale, portal-to-portal transit service, providing transportation to all residents of Hall County through a combination of buses and discounted cab vouchers.

In March of 2012, the City of Grand Island Census Defined Urbanized Area reached a population of greater than 50,000 people and Grand Island was classified as a metropolitan statistical area. This designation changed the funding streams and responsibilities for a number of programs, including those used to provide Transportation Services within the City of Grand Island. With this designation, Section 5307 Urban Transit Funds became available to the City of Grand Island. On September 25, 2012 the Grand Island City Council authorized the Mayor to send a letter requesting the City of Grand Island be named the recipient of these transit funds. The Governor then approved the request.

On August 26, 2014 City Council approved Resolution No. 2014-259 which allowed for the City to fund transit services within the City through the existing contract between Hall County and Senior Citizen Industries, Inc., until such time the City was ready to authorize a separate contract for the provision of transit services within the City.

On June 14, 2016, via Resolution No. 2016-138, Grand Island City Council approved an agreement between the City and Senior Citizens Industries, Inc. for the provision of Public Transit Services. Rates of the agreement are as follows:

- July 1, 2016- June 30, 2017 = \$53,202.50 per month
- July 1, 2017- June 30, 2018 = \$54,798.64 per month
- July 1, 2018- June 30, 2019 = \$56,442.60 per month

The City has the option of renewing the agreement for a maximum of two (2) years beyond June 30, 2017, in increments of two (2) months.

As of July 1, 2016 the City of Grand Island assumed management of the transit service.

Discussion

In order to facilitate the City's transit program in an efficient manner, a location has been selected to house both City staff and the service provider. At this time a lease agreement is being presented for City Council approval to accomplish such.

The proposed lease agreement between the City of Grand Island and Mid-Country Trading, LLC is for an office space located at 1016 Diers Avenue, Suite 119, Grand Island, Nebraska. The term of this lease would be three (3) years, with the option to extend the lease for three (3) six (6) month period(s) on the same terms as provided in the original lease. The annual cost of such lease is \$40,000.00, which equates to monthly rental of \$3,333.34. A sub-lease agreement is being presented at tonight's council meeting to assign such rental fee to the transit provider, which is currently Senior Citizens Industries, Inc.

This lease is considered an "operating lease" by the Federal Transit Administration, and is therefore reimbursed at 50%.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the lease agreement with Mid-Country Trading, LLC for office space located at 1016 Diers Avenue, Suite 119, Grand Island, Nebraska.

Sample Motion

Move to approve the resolution.

LEASE AGREEMENT

THIS LEASE AGREEMENT, entered into this 27th day of June, by and between Mid-Country Trading L.L.C. hereinafter called "LESSOR"), and City of Grand Island (hereinafter called "LESSEE").

ARTICLE I. PREMISES.

Section 1.1 Demised Premises. In consideration of the rents, covenants, and agreements to be performed by Lessee, Lessor demises and leases to Lessee, and Lessee rents from Lessor, the premises known locally as 1016 Diers Avenue, Suite 119, Grand Island, Nebraska (hereinafter called the "DEMISED PREMISES"). The Demised Premises are depicted on Exhibit A. The Demised Premises consist of approximately 2160 square feet. The Demised Premises are measured from the center of interior walls and the outside of exterior walls.

Section 1.2 Use of Common Areas. Lessee shall further have the right to use, in common with others, of the Common Areas of the Shopping Center, subject to the terms of this Lease and reasonable rules and regulations adopted by Lessor.

Section 1.3 Shopping Center Defined. The term "SHOPPING CENTER" shall mean all buildings, structures, parking facilities, common facilities, and the like constructed or to be constructed on the property containing the Demised Premises. The Shopping Center is depicted on Exhibit B.

Section 1.4 Common Areas Defined. The term "COMMON AREAS" shall mean all parking areas, driveways, entrances and exits, sidewalks, landscaped areas, and all other common areas constructed or to be constructed for use in common by Lessee, other tenants in the Shopping Center and their employees and business invitees. The Common Areas shall be subject to the exclusive control and management of Lessor, and Lessor shall have the right from time to time to establish, modify and enforce reasonable rules and regulations with respect to the use of the Common Areas. Lessor shall have the right to designate employee parking areas within the Common Areas.

ARTICLE II. TERM.

Section 2.1 Term. The term of this Lease shall be for three (3) years beginning - August 1, 2018 (hereinafter called the "COMMENCEMENT DATE") and ending July 31, 2021 unless terminated sooner hereunder.

Section 2.2 Option to Renew. So long as Lessee is (1) not in default under the terms and provisions of the Lease and (2) open and operating its business in the Demised Premises, Lessee shall have the right and option to extend the Lease Term for three(3) six(6) month period(s) on the same terms as provided in said Lease.

Lessee may exercise said options by giving Lessor written notice pursuant to Section 13.4 of this Lease at least ninety (90) days prior to the termination of this Lease.

Section 2.3 Lease Year Defined. Intentionally Deleted

Section 2.4 Partial Year Defined. The term "PARTIAL YEAR" shall mean the period beginning with the Commencement Date and continuing to the beginning of the initial Lease Year and the period beginning with the end of the last complete Lease Year and continuing to the termination of this Lease.

Section 2.5 Lessee's Installation of Fixtures. To expedite commencement of Lessee's Business in the Demised Premises, Lessee may enter upon the Demised Premises with the prior written approval of Lessor to Perform Lessee's

work and install fixtures and furnishings. Lessor shall not be liable for loss of or damage to fixtures, equipment or other personal property installed or placed within the Demised Premises.

ARTICLE III. RENT AND OTHER CHARGES.

Section 3.1 Rent. Lessor shall receive rent for the Demised Premises the monthly amount outlined below during the term of this lease (hereinafter called "RENT"), in advance, on the first day of each month at P.O Box 139, Grand Island, NE. 68802-0139, or at such other place designated by Lessor. Rent may be paid by the City of Grand Island or by a sub-lessee, as assigned by the City of Grand Island.

<u>Period</u>	<u>Rate/Annum</u>	<u>Rate/Month</u>
Initial Lease Term	\$40,0000	\$3,333.34

Section 3.2 Additional Rent. Any other sums of money or charges to be paid by Lessee pursuant to this Lease shall be called "ADDITIONAL RENT."

Section 3.3 Taxes. Lessee shall pay all taxes assessed against Lessee's merchandise, trade fixtures and equipment located within the Demised Premises. Lessee shall pay all franchise taxes and rent taxes required for Lessee's business.

Section 3.4 Insurance. Lessor and Lessee agree that the agreed upon amount for Insurance contribution for the Initial Lease Term shall be included in the gross rent price. .

Section 3.5 Common Area Maintenance. Lessor and Lessee agree that the agreed upon amount for Common Area Maintenance for the Initial Lease Term shall be included in the gross rent price. .

Section 3.6 Past Due Rent and Additional Rent. If Lessee shall fail to pay any Rent or Additional Rent when the same is due and payable, Lessor may impose, in addition to the unpaid amount, a late charge penalty equal to ten percent (10%) of the unpaid amount.

If Lessee shall fail to pay any Rent or Additional Rent when the same is due and payable and such amount remains unpaid for thirty (30) days, Lessee shall pay interest on such amount after the thirty (30) day period at the rate of eighteen percent (18%) per annum or the highest rate allowed by law, whichever is the lesser (hereinafter called the "DEFAULT RATE").

Section 3.7 Utility Charges. Lessor and Lessee agree that the agreed upon amount for Utility Charges for the Initial Lease Term shall be included in the gross rent price.

Section 3.8 Percentage Rent. Intentionally deleted.

Section 3.9 Gross Sales Defined. Intentionally deleted.

Section 3.10 Statement of Gross Sales. Intentionally deleted.

Section 3.11 Security Deposit. Intentionally deleted.

ARTICLE IV. CONDUCT OF BUSINESS BY LESSEE.

Section 4.1 Use of Premises. Lessee shall use the Demised Premises solely for the purpose of operations of City services , and for no other purpose without Lessor's prior written approval. Lessee shall comply with all rules,

regulations and laws of any governmental authority with respect to its use and occupancy of the Demised Premises. Lessee shall not violate any exclusive use rights granted by Lessor to other Lessees in the Shopping Center.

Section 4.2 Standard of Operation and Business Hours. Lessee shall keep the Demised Premises open for business to the public during the hours that such businesses are customarily open for business, unless prevented from so doing by strikes, fires, casualty or other similar cause, and except during reasonable periods for repairing, cleaning and decorating. Nothing contained herein, however, shall require Lessee to remain open Sunday or legal holidays.

Section 4.3 Signs. Lessee shall not place any sign upon or within the Demised Premises without Lessor's prior written approval which shall not be unreasonably withheld. Lessee shall maintain its signs in good condition and repair. All signs shall comply with applicable ordinances, restrictions, and covenants, which compliance shall be the responsibility of Lessee.

Section 4.4 Additional Provisions. Lessee's use of the Demised Premises shall further be restricted as follows:

- (A) Lessee shall not use the sidewalks, parking areas or other Common Areas in the Shopping Center for the sale or display of merchandise or for advertising purposes without Lessor's prior written approval, which approval shall not be unreasonably withheld.
- (B) Lessee shall conduct no auction, fire, bankruptcy, liquidation or similar sale without Lessor's prior written approval, which approval shall not be unreasonably withheld.
- (C) Lessee shall keep the Demised Premises and exterior and interior of all windows, doors and all other glass in a neat and clean condition.
- (D) Lessee shall not allow any unlawful or immoral activities in the Demised Premises, create any nuisance or injure the reputation of the Shopping Center, or disturb the quiet enjoyment of other Lessees of the Shopping Center.
- (E) The delivery or shipping of merchandise, supplies and fixtures to and from the Demised Premises shall be subject to such reasonable rules and regulations as Lessor deems necessary for the operation of the Shopping Center.
- (F) Lessee shall store all trash and garbage within the designated areas and arrange for the regular pickup of the same at Lessee's expense.
- (G) Lessee shall keep the Demised Premises at a temperature sufficiently high to prevent freezing of water in pipes and fixtures.
- (H) Lessee shall provide for pest extermination services at reasonable intervals, if necessary.

ARTICLE V. MAINTENANCE AND REPAIRS

Section 5.1 Condition of Demised Premises. Lessor shall deliver possession of the demised premises to Lessee in the "as is" condition.

Section 5.2 Lessee's Duty to Repair. Lessee shall keep and maintain the Demised Premises in a clean, sanitary and safe condition.

Section 5.3 Compliance with Laws. Lessor shall make, at its expense, all repairs, additions and alterations to the Demised Premises ordered or required by the adoption by any governmental authority of new statutes, regulations, laws or

ordinances, whether to meet the special needs of Lessee, or due to the occupancy of Lessee, or otherwise.

Section 5.4 Alterations by Lessee. Lessee shall not alter the Demised Premises and shall not install any fixtures or equipment within the Demised Premises without prior written approval of Lessor, which approval shall not be unreasonably withheld.

Section 5.5 Lessor's Duty to Repair. Lessor shall keep and maintain in good order, condition and repair the Demised Premises and every part thereof, including (but not limited to) the exterior and interior portion of all doors, door checks, windows, plate glass, store front, all plumbing and sewage facilities, fixtures, the heating and air conditioning and electrical system, sprinkler system, walls, floors and ceilings, meters applicable to the Demised Premises, and all installations made by Lessor under the terms of this lease. Additionally, Lessor shall keep and maintain the foundation, roof, exterior walls and structural portions of the Demised Premises in good repair, except any repairs required due to the negligence of Lessee, or its agents, employees, contractors, subtenants or assignees, which repairs shall be the responsibility of Lessee.

Section 5.6 Surrender of Demised Premises. At termination of this Lease, Lessee shall deliver the Demised Premises to Lessor in good and clean condition, reasonable wear and tear excepted, and shall surrender all keys for the Demised premises to Lessor. During the last thirty (30) days of the term of this Lease, Lessee shall remove all its trade fixtures and, to the extent required by Lessor, any other installations, alterations or improvements before surrendering the Demised Premises and Lessee shall repair any damage to the Demised Premises caused thereby. Also within the last thirty (30) days, Lessee shall remove its signage from the exterior fascia of the building and shall be obligated to patch and repaint said fascia to match existing color. Any items remaining in the Demised Premises at the termination of this Lease shall be deemed abandoned, become the property of Lessor and Lessor may dispose of the same without any liability at all.

Upon Lessee's delivery of keys to Lessor, Lessee and Lessor shall complete a walkthrough inspection of the Demised Premises to determine its final condition. Lessor shall also cause to be completed a review of all mechanical systems servicing the Demised Premises to verify their proper operation and shall verify that all utility and/or service bills for the Demises Premised have been paid in full. Upon verification of same, Lessor shall refund Lessee's security deposit, if applicable, less any deductions provided for in Section 3.7, within ten (10) business days.

Section 5.7 Mechanic's Liens. Lessee shall not permit any mechanic's liens or similar liens to be placed against the Demised Premises or the Shopping Center. If such liens are filed or threatened, Lessee shall immediately obtain a release of the lien through payment or bonding. If the lien is not released within ten (10) days from the date of written notice from Lessor, Lessor shall have the right, at Lessor's option, to pay the lien or any portion thereof and the amounts paid, including reasonable attorney's fees, expenses and interest at the Default Rate, shall be paid to Lessor immediately. Lessee shall indemnify and hold Lessor harmless from all losses, claims, damages, costs and expenses relating to any repairs, installations or improvements to the Demised Premises made by Lessee.

Section 5.8 Roof. Lessee shall not cut, puncture or otherwise damage the roof of the Demised Premises. Lessee shall be responsible for any damage caused to the roof by any acts of Lessee, its agents, employees, contractors, subtenants or assignees.

ARTICLE VI. INSURANCE AND INDEMNITY.

Section 6.1 Lessee's Liability Insurance. Lessee shall, keep in full force and effect a policy of public liability and property damage insurance with respect to the Demised Premises and the business operated by Lessee and any subtenants or

assignees. The coverage limits of the policy shall not be less than \$1,000,000 combined single limit per occurrence. The policy shall name Lessor and its mortgagee as additional insureds. The policy shall provide that the insurer shall not cancel or change the insurance without giving the Lessor thirty (30) days prior written notice. A copy of the policy or a certificate of insurance shall be delivered to Lessor.

Section 6.2 Indemnification of Lessor. Lessee shall indemnify, defend and hold Lessor harmless from all claims, demands, causes of action, actions, damages, liability, judgments or expenses, including reasonable attorney's fees and expenses, in connection with any personal injury or damage to property arising from or out of any occurrence in, upon or at the Demised Premises, or the occupancy or use of the Demised Premises or any part thereof by Lessee, its agents, employees, contractors, subtenants or assignees, or relating to any act or omission of Lessee, its agents, employees, contractors, subtenants or assignees, except if caused by the act or omission of Lessor, its agents, employees or contractors.

Section 6.3 Lessor's Liability Insurance. Lessor shall keep in full force and effect a policy of public liability and property damage insurance with respect to the Common Areas. Lessor shall determine, in its sole discretion, the coverage limits of such policy.

Section 6.4 Indemnification of Lessee. Lessor shall indemnify, defend and hold Lessee harmless from all claims, demands, causes of action, actions, damages, liability, judgments or expenses, including reasonable attorney's fees and expenses, in connection with any personal injury or damage to property arising from or out of any occurrence in, upon or at the Common Areas, except if caused by the act or omission of Lessee, its agents, employees, contractors, subtenants or assignees.

Section 6.5 Lessee's Casualty Insurance. Lessee shall, keep all Lessee improvements, merchandise, fixtures and other personal property within the Demised Premises insured against fire, with extended coverage, the extent of at least eighty percent (80%) of the full insurable value thereof. The policy shall provide that the insurer will not cancel or change the insurance without giving the Lessor thirty (30) days prior written notice. A copy of the policy or a certificate of insurance shall be delivered to Lessor.

Lessor shall not be liable for any damage to any Lessee improvements, merchandise, fixtures and other personal property within the Demised Premises. Lessor shall not be liable for loss or damage to any property of Lessee or others by theft or otherwise. Lessor shall not be liable for any damage caused by other Lessees of the Shopping Center, occupants of property next to the Shopping Center or the public.

Section 6.6 Lessor's Casualty Insurance. Lessor shall keep the Demised Premises insured against loss or damage by fire, with extended coverage, in such amount determined by Lessor, in its sole discretion.

Section 6.7 Increase in Fire Insurance Premium Lessee shall not keep, use, sell or offer for sale within the Demised Premises any item that may be prohibited by the standard form of fire insurance policy. If anything done or omitted to be done by Lessee causes the rate of fire or other insurance on the Demised Premises or the Shopping Center to be increased, Lessee shall pay the amount of such increase as Additional Rent.

Section 6.8 Waiver of Subrogation. Where either Lessor or Lessee sustains a loss or damage protected by an existing policy or policies of insurance, the party sustaining such loss or damage, to the extent that it is so protected and to the extent that it may legally do so, waives its rights of recovery, if any, against the other party hereto.

ARTICLE VII. FIRE OR OTHER CASUALTY

Section 7.1 Notice. Lessee shall immediately notify Lessor of any damage caused to the Demised Premises by fire or other casualty.

Section 7.2 Partial Destruction. In the event of the partial destruction of the Demised Premises by fire or any other casualty, Lessor shall restore or repair the demised Premises to its condition immediately before the damage with reasonable diligence. The Rent shall be reduced in direct proportion to the reduction in usefulness of the Demised Premised from the date of the damage until the Demised Premises is repaired or restored.

Section 7.3 Substantial Destruction. In the event that the Demised Premises is substantially destroyed by fire or any other casualty, Lessor shall have the option to terminate this Lease by giving Lessee written notice within thirty (30) days after such destruction, and any unearned Rent shall be apportioned and returned to Lessee. If Lessor does not elect to cancel this Lease, then this shall remain in full force and effect and Lessor shall proceed with all reasonable diligence to repair and replace the Demised Premises to its condition immediately before the destruction. The Rent shall abate from the date of the destruction until the Demised Premises is repaired or restored.

ARTICLE VIII. EMINENT DOMAIN.

Section 8.1 Partial Taking. If part of the Demised Premises shall be taken for public improvements or otherwise under the exercise of the right of eminent domain and the Demised Premises shall continue to be reasonably suitable for use by Lessee, then the Rent shall be reduced from the date of such taking in direct proportion to the reduction in usefulness of the Demised Premises.

Section 8.2 Substantial Taking. If the taking shall render the Demised Premises wholly unfit for use by Lessee, then Lessee shall have the right, at Lessee's option, to terminate and cancel this Lease on thirty (30) days written notice to Lessor, and Lessee shall be liable only for the Rent and Additional Rent accrued and earned to the date of surrender of possession of the Demised Premises to Lessor and for the performance of other obligation maturing before that date.

Section 8.3 Award. Lessee shall not be entitled to participate or receive any part of the damages or award that may be paid to or awarded Lessor due to a public taking, except where the award shall provide for moving or other reimbursable expenses for Lessee under applicable statute.

ARTICLE IX. ASSIGNMENT AND SUBLETTING.

Section 9.1 Consent Required. Lessee shall not sublet or assign the Demised Premises without Lessor's prior written approval, which approval shall not be unreasonably withheld. The approval of Lessor to any assignment or subletting shall not constitute a waiver of the necessity for approval to any subsequent assignment or subletting.

Section 9.2 Liability After Assignment. In the event that Lessee receives rent or similar payments from a subtenant or assignee more than that being paid by Lessee to Lessor, then such excess amounts shall be paid to Lessor as Additional Rent. Lessor may collect rent or similar charges from the subtenant or assignee and apply the net amount collected to the Rent hereunder.

ARTICLE X. DEFAULT.

Section 10.1 Events of Default. The occurrence of any one or more of the following shall constitute an "EVENT OF DEFAULT" by Lessee:

- (A) Failure to pay when due any installment of Rent or Additional Rent if the failure continues for ten (10) days after written notice of such default.
- (B) Failure to cure or remedy any default in the performance or observance of any term, provision or covenant of this Lease to be performed or observed by Lessee, other than as described in subsection (A) above, if the failure continues for twenty (20) days after written notice of such default. However, if the default cannot reasonably be cured or remedied within the twenty (20) day period, Lessee shall not be deemed to be in default if Lessee shall have diligently commenced curing such default within such (20) day period and proceeds thereafter to diligently and in good faith to remedy or cure the default. In no event shall the cure take longer than sixty (60) days. If at the end of the sixty (60) day period Lessee has failed to cure the default, the Lessee shall be deemed a default without further right to cure.
- (C) Abandonment of the Demised Premises before the expiration of the term of this Lease.
- (D) Failure to pay any installment of Rent or Additional Rent after more than three (3) written notices relative to similar failures during the term of this Lease shall be deemed an irrefutable default without any right to cure.
- (E) Lessee is adjudicated bankrupt or insolvent, or a receiver is appointed for Lessee's business or assets on the ground of Lessee's insolvency, or a trustee is appointed for Lessee, or a petition has been filed naming Lessee as the debtor under the bankruptcy laws of the United States, or Lessee shall make an assignment for the benefit of its creditors.
- (F) If Lessee is a corporation and any part or all of its shares of stock be transferred by sale, assignment, bequest, inheritance, operation of law or other disposition to result in a change in the majority ownership of Lessee's stock.

Section 10.2 Lessor's Remedies. Upon the occurrence of any one or more Event of Default, without notice or demand of any kind to Lessee, Lessor shall have the option to pursue, in addition to all other legal or equitable remedies, the following remedies:

- (A) Lessor may elect to terminate this Lease, in which event Lessor may immediately repossess the Demised Premises and Lessee shall pay at once to Lessor, as liquidated damages, the sum of the Rent and Additional Rent for the balance of the stated term of this Lease, together with all expenses incurred by Lessor for legal services, brokerage fees and preparing the Demised Premises.
- (B) Lessor may elect to terminate Lessee's right of possession of the Demised Premises without termination of this Lease, in which event
 - Lessee shall surrender possession and vacate the Demised Premises
 - immediately and deliver possession thereof to Lessor, and
 - Lessee
 - hereby grants to Lessor full and free license to enter into and
 - upon
 - the Demised Premises and remove Lessee and any other
 - person, firm
 - or corporation who may be occupying the Demised Premises and

remove all personal property therefrom, without releasing Lessee from its obligation to pay the Rent and Additional Rent and perform the covenants, conditions and agreements to be performed by Lessee under this Lease.

After taking possession of the Demised Premises without terminating this Lease, Lessor may, but shall not be obligated to, relet all or any part of the Demised Premises for such rent and upon such terms and to such person, firm or corporation and for such use or uses and such period or periods as Lessor, in Lessor's sole discretion, shall be determined. Lessor shall not be required to accept any prospective lessee offered by Lessee or to observe any instruction given by Lessee about such reletting. For such reletting, Lessor may decorate or make repairs, changes, alterations or additions to the Demised Premises to the extent deemed by Lessor desirable or convenient. If the consideration collected by Lessor upon any such reletting is not sufficient to pay as liquidated damages, the Rent and Additional Rent reserved in the Lease, and the cost of repairs, alterations, additions, redecorating and other similar expenses, including reasonable attorney's fees and brokerage fees, then Lessee shall pay to the Lessor the deficiency upon demand.

Lessor, any time after the occurrence of an Event of Default, without being under any obligation to do so and without thereby waiving such default, may cure the default of the account of Lessee (and enter the Demised Premises for such purpose). Lessee shall pay to Lessor upon demand, all costs, expenses and disbursements, including reasonable attorneys' fees, incurred by Lessor in curing such default with interest thereon at the Default Rate.

ARTICLE XI. SUBORDINATION, OFFSET STATEMENT AND ATTORNMEN

Section 11.1 Subordination. Lessor is hereby irrevocably vested with the full power and authority, if it so elects, to subordinate this Lease to any mortgage, deed of trust, or other lien now or hereafter placed upon the Demised Premises or upon the Shopping Center. Within ten (10) days after request therefore by Lessor, Lessee shall execute and deliver an agreement subordinating this Lease, provided such subordination shall be upon the express condition that this Lease shall be recognized by the mortgagee, and that the right of Lessee shall remain in full force and effect during the term of this Lease so long as Lessee shall continue to perform all of the covenants and conditions of this Lease.

Section 11.2 Estoppel Certificate. Within ten (10) days after request therefore by Lessor, Lessee shall execute and deliver a statement certifying (if such be the case) that this Lease is in full force and effect and that there are no defenses or offsets thereto.

Section 11.3 Attornment. Lessee shall, in the event any proceedings are brought for foreclosure of, or upon exercise of the power of sale under any mortgage or deed of trust made by Lessor covering the Demised Premises, attorn to the purchaser upon any such foreclosure of sale and recognize such purchaser as Lessor under this Lease.

Section 11.4 Attorney-in-Fact. In the event that Lessee shall fail to execute and deliver instruments pursuant to Sections 11.1, 11.2, and 11.3, then Lessee hereby appoints Lessor as attorney-in-fact for Lessee to execute any such instrument or certificate for and on behalf of Lessee.

ARTICLE XII. HAZARDOUS SUBSTANCES.

Section 12.1 Lessor's Obligations. Lessor represents and warrants that, during the term of this Lease, Lessor shall not use, generate, place, store, release, or otherwise dispose of, nor allow the use, generation, placing, storage, release, or

disposal of Hazardous Materials in the Shopping Center, except in strict accordance with all Environmental Laws. If, during the term of this Lease, Hazardous Materials are discovered in any portion of the Shopping Center outside the Demised Premises, Lessor shall immediately undertake or cause to be undertaken remediation or removal of the Hazardous Materials according to all Environmental Laws and, to the extent Lessee's business is interrupted during the remediation or removal, the Rent shall be abated as is fair and reasonable under the circumstances. Lessor shall indemnify, defend and hold Lessee harmless against and reimburse Lessee for all Hazardous Materials Liabilities asserted against or incurred by Lessee arising out of a breach of the representations, warranties or covenants set forth in this Section 12.1.

Section 12.2 Lessee's Obligations. Lessee represents and warrants that, during the term of this Lease, Lessee shall not use, generate, place, store, release or otherwise dispose of Hazardous Materials in the Demised Premises or Shopping Center, except in strict accordance with all Environmental Laws. In the event of a breach of the foregoing, Lessee shall immediately undertake or cause to be undertaken remediation or removal according to all Environmental Laws. Lessee shall indemnify, defend and hold Lessor harmless against and reimburse Lessor of all Hazardous Materials Liabilities asserted against or incurred by Lessor arising out of a breach of the representations, warranties or covenants set forth in this Section 12.2.

Section 12.3 Hazardous Materials Defined. The term "HAZARDOUS MATERIALS" as used herein means any substance, (i) the presence of which special handling, storage, investigation, notification, monitoring, or remediation under any Environmental Law, (ii) which is toxic, explosive, corrosive, erosive, flammable, infectious, radioactive, carcinogenic, mutagenic, otherwise hazardous, (iii) which is or becomes regulated by any Governmental Authority, or (iv) the presence of which causes or threatens to cause a nuisance to the Shopping Center or Demised Premises or to adjacent properties or Demised Premises.

Section 12.4 Environmental Laws Defined. The term "ENVIRONMENTAL LAWS" refer to all Laws relation to (i) emissions, discharges, spills, releases or threatened releases of Hazardous Materials onto land or into ambient air, surface water, groundwater, watercourses, publicly or privately owned treatment works, drains, sewer systems, wetlands, or septic systems, (ii) the use, treatments, storage, disposal, handling, manufacturing, transportation, or shipment of Hazardous Materials, or (iii) the protection of human health or the environment.

Section 12.5 Hazardous Materials Liabilities Defined. The term "HAZARDOUS MATERIALS LIABILITIES" as uses herein means all claims, damages, losses, forfeitures, expenses, or liabilities arising from or caused in whole or in part, directly or indirectly, by a breach by the other parts of its representations, warranties, or covenants under Section 12.1 or 12.2, including (but not limited to) all costs of defense (including reasonable attorneys' fees and other costs of litigation), all consultant's fees, and all costs of investigation, repair, remediation, restoration, clean up, detoxification or decontamination, and/or preparation and implementation of any closure, remedial action or other required plan.

Section 12.6 Survival. The provisions of the Article XII shall survive the expiration or earlier termination of this Lease.

ARTICLE XIII. GENERAL PROVISIONS

Section 13.1 Lessor's Right of Entry. Lessor reserves the right, at all times during the term of this Lease, to enter the Demised Premises for inspection and examining the same, and to show the same to prospective purchasers or Lessees, and to make such repairs, alterations, improvements or additions as Lessor may deem necessary or desirable. During the last ninety (90) days of the term of this Lease, Lessor may exhibit the Demised Premises to prospective Lessee s or purchasers, and place upon the Demised Premises the usual notices

advertising the Demised Premises for sale or lease. If Lessee shall not be present to open and allow entry into the Demised Premises, at any time, when for any reason entry shall be necessary or permissible, Lessor may enter by use of a master key or by forcible entry without rendering Lessor liable therefore, and without in any manner affection the obligations and covenants of the Lease. Nothing herein contained, however, shall be deemed or construed to impose upon Lessor any obligation, responsibility or liability at all for the care, maintenance or repair of the Demised Premises except as otherwise herein specifically provided.

Section 13.2 Quiet Enjoyment. Lessee shall lawfully and peaceable have, hold, possess, use and occupy and enjoy the Demised Premises while this Lease remains in force, without hindrance, disturbance or molestation from Lessor, subject to the specific provisions of this Lease.

Section 13.3 Trade Fixtures. At the expiration of this Lease, provided Lessee is not in default, Lessee shall have the right to remove any trade fixtures installed by Lessee at the Demised Premises. Lessee shall repair any damage to the Demised Premises caused by such removal. Notwithstanding the foregoing, Lessor shall have a lien upon the fixtures, or any additions thereto, during the term of this Lease to secure performance by Lessee. Any security interest or lien on equipment and trade fixtures by Lessor shall be secondary to the Lessee, (Franchisor) or the lender during the term of this agreement and any renewal, assignment or termination.

Section 13.4 Notices. Whenever any notice is required or allowed hereunder, such notice shall be in writing. Any notice or document required or allowed to be delivered hereunder shall be deemed to be delivered, whether actually received or not, when deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed to the parties hereto at the following addresses:

LESSOR:

PO Box 139
Grand Island, NE. 68802-0139

LESSEE:

PO Box 1968
Grand Island, NE 68803

Section 13.5 Holding Over. In the event Lessee, with Lessor's consent, remains in possession of the Demised Premises after the expiration of this Lease, Lessee shall be deemed to be occupying the Demised Premises as a month to month tenant subject to the terms, covenants and conditions of this Lease.

Section 13.6 Partial Invalidity. If any term or condition of this Lease shall to any extent be invalid and unenforceable, then the remainder of this Lease, other than those to which it is held invalid or unenforceable, shall not be affected and each term, covenant and condition of this Lease shall be valid and be enforced to the fullest extent allowed by law.

Section 13.7 Waiver. Waiver of any default, breach or failure under this Lease shall not be construed as a waiver of any subsequent or different default, breach or failure.

Section 13.8 Amendment. All amendments to this Lease shall be in writing executed by the parties.

Section 13.9 Successors. The provisions, covenants, and conditions of this Lease shall bind and inure to the benefit of the legal representatives, successors and assigns of each party. Lessor shall have the right to assign this Lease and be released therefrom upon the sale of the Demised Premises.

Section 13.10 Choice of Law. The laws of the State of Nebraska shall govern interpretation, validity, performance and enforcement of this Lease.

Section 13.11 Superseding Lease. This Lease supersedes all previous leases or other agreements between the parties hereto concerning the Demised Premises.

SIGNATURE PAGE

DATED this day of _____, 2018

LESSOR:
Mid-Country Trading L.L.C.

By:

Raymond J. O'Connor,

LESSEE:
City of Grand Island

By:

Jeremy L. Jensen, Mayor

GUARANTY OF LEASE

The undersigned do hereby guarantee the full performance of this Lease and do further expressly waive notice of non-performance or default under the Lease by or on behalf of Lessee, and further expressly hereby waive any legal obligations or necessity for Lessor to proceed first against Lessee or to exhaust any remedy Lessor may have against Lessee, it being understood that in the event of default or failure of performance under the Lease in any respect by Lessee, Lessor may proceed and have right of action solely against either the undersigned or Lessee, or jointly against the undersigned and Lessee.

If the Lease is renewed or its term extended, for any period beyond the original termination date specified in the Lease, either pursuant to any option granted under the Lease or otherwise at any time, or if Lessee holds over beyond the term of the Lease, or if the Lease is modified in any way, the obligations hereunder of Guarantor shall extend and apply with respect to the full performance and observance of all of the covenants, terms, and conditions of the Lease, as existing, extended, renewed or modified and of any such amendment thereof.

Dated this _____ day of _____, 2018.

INTENTIONALLY DELETED

RESOLUTION 2018-208

WHEREAS, March of 2012, the City of Grand Island Census Defined Urbanized Area reached a population of greater than 50,000 people and Grand Island was classified as a metropolitan statistical area; and

WHEREAS, this designation changed the funding streams and responsibilities for a number of programs, including those used to provide Transportation Services within the City of Grand Island; and

WHEREAS, with this designation, Section 5307 Urban Transit Funds became available to the City of Grand Island and on September 25, 2012 the Grand Island City Council authorized the Mayor to send a letter requesting the City of Grand Island be named the recipient of these transit funds, with the Governor approving the request; and

WHEREAS, on August 26, 2014 City Council approved Resolution No. 2014-259 which allowed for the City to fund transit services within the City through the existing contract between Hall County and Senior Citizen Industries, Inc., until such time the City was ready to authorize a separate contract for the provision of transit services within the City; and

WHEREAS, as of July 1, 2016 the City of Grand Island assumed management of the transit service; and

WHEREAS, in order to facilitate the City's transit program in an efficient manner a location has been selected to house both City staff and the service provider; and

WHEREAS, the lease agreement between the City of Grand Island and Mid-Country Trading, LLC is for office space located at 1016 Diers Avenue, Suite 119, Grand Island, Nebraska.

WHEREAS, the term of this lease is for three (3) years, with the option to extend the lease for three (3) six (6) month period(s) on the same terms as provided in the original lease; and

WHEREAS, the annual cost of such lease is \$40,000.00, which equates to monthly rental of \$3,333.34.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor is hereby authorized and directed to sign the lease agreement with Mid-Country Trading, LLC.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, July 10, 2018.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐
July 5, 2018	☐ City Attorney



City of Grand Island

Tuesday, July 10, 2018

Council Session

Item I-3

#2018-209 - Consideration of Approving Sub-Lease Agreement with Senior Citizen Industries, Inc. for Occupancy of Transit Services Office Facility

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

Council Agenda Memo

From: Charley Falmlen, Transit Program Manager

Meeting: June 26, 2018

Subject: Approving Sub-Lease Agreement with Senior Citizen Industries, Inc. for Occupancy of Transit Services Office Facility

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

Background

Beginning in the mid-1970s, Hall County, using Section 5311 Rural Transit Funding, provided elderly and para-transit services through Senior Citizens Industries, Inc. Over the years, this service evolved into a full-scale, portal-to-portal transit service, providing transportation to all residents of Hall County through a combination of buses and discounted cab vouchers.

In March of 2012, the City of Grand Island Census Defined Urbanized Area reached a population of greater than 50,000 people and Grand Island was classified as a metropolitan statistical area. This designation changed the funding streams and responsibilities for a number of programs, including those used to provide Transportation Services within the City of Grand Island. With this designation, Section 5307 Urban Transit Funds became available to the City of Grand Island. On September 25, 2012 the Grand Island City Council authorized the Mayor to send a letter requesting the City of Grand Island be named the recipient of these transit funds. The Governor then approved the request.

On August 26, 2014 City Council approved Resolution No. 2014-259 which allowed for the City to fund transit services within the City through the existing contract between Hall County and Senior Citizen Industries, Inc., until such time the City was ready to authorize a separate contract for the provision of transit services within the City.

On June 14, 2016, via Resolution No. 2016-138, Grand Island City Council approved an agreement between the City and Senior Citizens Industries, Inc. for the provision of Public Transit Services. Rates of the agreement are as follows:

- July 1, 2016- June 30, 2017 = \$53,202.50 per month
- July 1, 2017- June 30, 2018 = \$54,798.64 per month
- July 1, 2018- June 30, 2019 = \$56,442.60 per month

The City has the option of renewing the agreement for a maximum of two (2) years beyond June 30, 2017, in increments of two (2) months.

As of July 1, 2016 the City of Grand Island assumed management of the transit service.

Discussion

In order to facilitate the City's transit program in an efficient manner, a location has been selected to house both City staff and the service provider. At this time a sub-lease agreement is being presented for City Council approval to accomplish such.

An original lease agreement is being presented at tonight's council meeting. The City of Grand Island is entering a lease, and subsequent sub-lease at the request of the Federal Transit Administration (FTA.) Assigning the lease to the City's contracted transit service provider, will allow the funding to flow through an already assigned operating award. The award, which we are currently utilizing for our Senior Citizen Industries operating contract, contains funding which was allocated by FTA to the City in 2013. FTA funding expires after five years. Therefore, spending the funding through the service provider will allow the City to use Fiscal Year 2013 allocated funds as they are set to expire in 2018. Additionally moving into the next fiscal year, the lease will begin using Fiscal Year 2014 funds, as they are set to expire in 2019. For this reason, we will be operating under the lease/sub-lease format.

The proposed sub-lease agreement between the City of Grand Island and Senior Citizens Industries, Inc. is for occupancy of the office space located at 1016 Diers Avenue, Suite 119, Grand Island, Nebraska. The term of this lease would be from August 1, 2018 to July 31, 2019. The sublease does not represent the entire lease term of the property because the transit operations contract with Senior Citizen Industries, Inc ends on July 31, 2019. The annual cost of such sub-lease is \$40,000.00, which equates to monthly rental of \$3,333.34.

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 sub-lease agreement with Senior Citizen Industries, Inc. for occupancy of office space located at 1016 Diers Avenue, Suite 119, Grand Island, Nebraska.

Sample Motion

Move to approve the resolution.

RESOLUTION 2018-209

WHEREAS, March of 2012, the City of Grand Island Census Defined Urbanized Area reached a population of greater than 50,000 people and Grand Island was classified as a metropolitan statistical area; and

WHEREAS, this designation changed the funding streams and responsibilities for a number of programs, including those used to provide Transportation Services within the City of Grand Island; and

WHEREAS, with this designation, Section 5307 Urban Transit Funds became available to the City of Grand Island and on September 25, 2012 the Grand Island City Council authorized the Mayor to send a letter requesting the City of Grand Island be named the recipient of these transit funds, with the Governor approving the request; and

WHEREAS, on August 26, 2014 City Council approved Resolution No. 2014-259 which allowed for the City to fund transit services within the City through the existing contract between Hall County and Senior Citizen Industries, Inc., until such time the City was ready to authorize a separate contract for the provision of transit services within the City; and

WHEREAS, as of July 1, 2016 the City of Grand Island assumed management of the transit service; and

WHEREAS, in order to facilitate the City's transit program in an efficient manner a location has been selected to house both City staff and the service provider; and

WHEREAS, a sub-lease agreement between the City of Grand Island and Senior Citizen Industries, Inc. is for occupancy of office space located at 1016 Diers Avenue, Suite 119, Grand Island, Nebraska.

WHEREAS, the term of this sub-lease is from August 1, 2018 to July 31, 2019; and

WHEREAS, the annual cost of such sub-lease is \$40,000.00, which equates to monthly rental of \$3,333.34.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor is hereby authorized and directed to sign the sub-lease agreement with Senior Citizens Industries, Inc..

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, June 26, 2018.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
July 5, 2018	☐ City Attorney



City of Grand Island

Tuesday, July 10, 2018

Council Session

Item I-4

#2018-210 - Consideration of Approving Complete Streets Policy

Staff Contact: Chad Nabity

Council Agenda Memo

From: Complete Street Committee

Meeting: July 10, 2018

Subject: Complete Streets Policy

Presenter(s): Chad Nabity, AICP, Regional Planning Director, Jennifer Hubl, Central Nebraska Health Department

Background

The Central District Health Department (CDHD) received a grant in 2015 related to the Walkable Communities Initiative sponsored by the Nebraska Department of Health and Human Services. Amy Roberts with CDHD has been spearheading this effort locally. As part of the process they sponsored a walking and biking summit and several public meetings with citizens and interested parties in Grand Island. One of the goals from the summit was to create a complete streets policy for the City of Grand Island. A complete streets policy recognizes that all modes of transportation (motor vehicles, transit, walking, & biking) are important to a community.

A subcommittee consisting of members of the public, representatives from CDHD and the City of Grand Island have worked to create a complete streets policy for the City of Grand Island. This draft policy was presented to Council, Planning Commission and various community groups during the summer of 2017. The intent was to bring the policy forward in late summer early fall for final adoption. Changes in staffing within both the Public Works Engineering Division and the Central Nebraska Health Department caused a delay and reevaluation of the policy.

As a result of the reevaluation the original policy has been converted to an administrative policy intended to supplement and provide guidance for staff and developers as they implement the attached policy that the Complete Streets Committee is recommending for approval. The Complete Streets Policy as presented will, if approved, give staff authority to design these complete streets elements into City sponsored transportation projects and authority to negotiate with developers to entice them into including these elements within private developments.

Discussion

Council is being asked to approve the following policy statement:

Complete Streets Policy

Grand Island, Nebraska

Vision

The City of Grand Island will strive to plan for, design, and construct a multimodal transportation network that is safe, efficient, and accessible for people of all ages and abilities. This transportation system will enhance Grand Island's quality of life by promoting interconnectivity, economic development, mobility, equity, safety, and public health.

Complete Streets Definition and Purpose

Complete Streets is a transportation approach intended to provide safe, efficient, integrated, equitable, and connected transportation that provides access, mobility, and health for all users: pedestrians, cyclists, assistive mobility device users, motorists, transit users, commercial vehicles, and users of other common modes of transportation.

Complete Streets connects travel networks including: safe streets, sidewalks, trails, bicycle lanes, bus shelters, and other infrastructures to facilitate travelers' needs.

Jurisdiction and Applicability

Complete Streets are the work of City departments and partners. The Complete Streets policy will apply to public and private street design, construction, and retrofit projects managed and implemented by the City of Grand Island, except in unusual or extraordinary circumstances. The City and partners will approach every transportation improvement and project as an opportunity to create safer, more accessible, and connected streets for all users.

The City has historically provided much of the Complete Streets infrastructure through the Subdivision Review Committee, the design process, and recent street improvement projects. The City and its partners developed the Complete Streets Guiding Document to continue to facilitate these efforts.

Now, therefore, the City of Grand Island hereby states its support of Complete Streets and its intent to continue to pursue development and projects that include Complete Streets infrastructure.

This policy is not a mandate that all streets conform to Complete Streets Standards. It is also not a mandate that the City make changes to streets in their current form. It is however, a statement by the City Council recognizing the importance of providing transportation alternatives and routes for all members of the community. It is formal recognition of the importance of increasing the transportation options available to the Citizens of Grand Island.

The Guide as attached provides a framework for identifying and implementing elements of a Complete Streets program as development and redevelopment occur within the City. As an administrative document intended for use by Staff and Developers it will provide a road map to guide future development in a manner consistent with the policy. It will also be subject to adaptation by the City Staff and the Complete Streets Committee to address development constraints and issues with implement the Complete Streets Policy.

This approach, with the Policy as adopted by Council and the Complete Streets Guide as a playbook for City Staff and developers, will provide both incentive and flexibility for creating the best most affordable transportation system within the jurisdiction of the City of Grand Island.

Alternatives

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

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

Recommendation

City Administration recommends that Council approve the Complete Streets Policy as presented.

Sample Motion

Move to approve as recommended.

Complete Streets Policy

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Approved and Adopted by Resolution # _____ July 10, 2018

2018

Complete Streets Grand Island



Photo by Lauren Farris

"The City of Grand Island will strive to plan for, design, and construct a multimodal transportation network that is safe, efficient, and accessible for people of all ages and abilities. This transportation system will enhance Grand Island's quality of life by promoting interconnectivity, economic development, mobility, equity, safety, and public health."

Grand Island Complete Streets Action Team
4/20/2018



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Acknowledgments

Grand Island's Complete Streets initiative is a collaborative process between policy makers, community leaders, residents, city agencies, transportation advocates, and professionals.

Complete Streets Action Team

- Allan Zafft, MPO Program Manager
City of Grand Island, Public Works
Department
- Amy Roberts, former Health Educator
Central District Health Department
- Jennifer Hubl, Health Educator
Central District Health Department
- Benjamin Newton, Environmental
Sustainability Director
Central Community College, Grand
Island
- Chad Nabity, Director
Hall County Regional Planning
Department
- Fred Graves, Service Coordinator
Division of Developmental Disabilities,
NE DHHS
- Mitchell Nickerson,
City of Grand Island, City Council
- Ryan King, Executive Director
Choice Family Health Center
- Terry Brown, Senior Project Manager
Benesch
- Keith Kruz, Assistant Public Works
Director
- Buzz Douthit, Community Advocate

Stakeholders

These stakeholders reviewed the document and provided feedback. They include, but are not limited to:

- John Collins, City of Grand Island, Public
Works Department
- Dr. Greg Smith, Central Community
College
- Jeremy Rogers, City of Grand Island,
Public Works Department
- Dr. Deborah Brennan, Central
Community College
- Todd McCoy, City of Grand Island, Parks
and Recreation Department
- Dr. Robin Dexter, Grand Island Public
Schools
- Fred Hotz, City of Grand Island, Fire
Department
- Shannon Callahan, City of Grand Island,
Public Works Department
- Craig Lewis, City of Grand Island,
Building Department

A special thank you to Julie Harris with the Nebraska Bicycling Alliance and Jeremy Grandstaff with S & G Endeavors for their support in the guide development process.

This document was adapted from the Omaha, NE Complete Streets Policy.

1.0 Vision

1.1 Vision Statement

The City of Grand Island will strive to plan for, design, and construct a multimodal transportation network that is safe, efficient, and accessible for people of all ages and abilities. This transportation system will enhance Grand Island's quality of life by promoting interconnectivity, economic development, mobility, equity, safety, and public health.

1.2 Users

This transportation network will be planned and developed, with context in mind, to enable safe, efficient, and equitable access for pedestrians, cyclists, assistive mobility device users, transit users, motorists, commercial vehicles, and users of other common modes of transportation.

2.0 Complete Streets Principles

2.1 Complete Streets serve all users and modes.

The City will develop the community's streets and right-of-way so as to promote a safe, reliable, efficient, integrated and connected transportation system that will promote access, mobility, and health for all users: people traveling as pedestrians and by bicycle, transit riders, motorists and others. City streets and/or street networks will accommodate emergency responders and freight needs as well, in a manner consistent with this guide and in compliance with the most currently adopted version of Appendix D of the International Fire Code.

2.2 Complete Streets require connected travel networks.

Complete Streets require connected travel networks. Routes will be connected to create complete transportation networks that provide travelers with multiple choices of travel routes within and between neighborhoods reducing congestion on major roadways.

2.3 Complete Streets requires best-practice criteria and context-sensitive approaches.

In recognition of context sensitivity, public input and the needs of many users, the City will endeavor to align related goals, policies, and code provisions to create Complete Streets solutions, that best serve the transportation needs of all people using streets and the right-of-way, and that support the land-use policies of the most current City of Grand Island Comprehensive Plan and transportation recommendations of the Grand Island Area Metropolitan Planning Organization (GIAMPO) Long Range Transportation Plan.

The City will take a flexible, innovative, and balanced approach to creating context-sensitive Complete Streets that meet or exceed national best-practice design guidelines. Design criteria will not be purely

prescriptive but will be based on the thoughtful application of engineering, architectural, and urban design principles.

2.4 Complete Streets are the work of all City departments.

Complete Streets are the work of all City Departments and other partners. The City will foster partnerships internally and externally to develop facilities and accommodations that further the City's Complete Streets Guide and continue such infrastructure beyond the City's borders.

2.5 Complete Streets include all roadways and all projects and phases.

The City and partners will approach every transportation improvement and project phase as an opportunity to create safer, more accessible streets for all users. The City will strive to integrate Complete Streets into the routine planning, design, implementation, and operation of all transportation infrastructure upon adoption of this guide.

3.0 Applicability and Jurisdiction

Prior to work, projects will be assessed by the Subdivision Review Committee (consisting of Public Works, Planning, Parks and Recreation, Fire, Utilities, and Building departments) based on the existing and future context of the affected transportation infrastructure within the overall multi-modal network, including, but not limited to, recognized plans, with pedestrian, bicycle, and/or transit guidelines.

4.0 Next Steps

The City recognizes that "Complete Streets" may be achieved through single elements incorporated into a particular project or incrementally through a series of smaller improvements or maintenance activities over time. Additionally, the City recognizes the importance of approaching transportation projects within the context of the larger street network, and that all modes do not necessarily need to receive the same type of accommodation and space on every street.

To carry out this guide, the City of Grand Island Subdivision Review Committee will take the following next steps:

1. When available and budget allows, the City will encourage staff professional development and training on non-motorized transportation issues through attending conferences, classes, seminars, and workshops;
2. City staff will identify all current and potential future sources of funding for street improvements and recommend improvements to the project selection criteria to support Complete Streets projects.

Guidance on Implementation

1.0 Application to City Projects

All City capital improvement and utility projects, including roadways, initiated subsequent to the adoption of this guide, will integrate its Complete Streets goals and principles as feasible from the earliest project scoping and budgeting phases as much as possible. All projects will be initially defined such that the overall project budget is sufficient to this integration.

2.0 Capital Improvement Projects

Consideration of this Complete Streets Guide and its long-range goals will be incorporated into the planning, scoping, budgeting, funding, design, approval, and implementation process for all City facilities, roadways, and right-of-way infrastructure. The Planning Department will provide coordination and support. Departments will consult the Comprehensive Plan, Capital Improvement Program, Long Range Transportation Plan, City Utilities plans, and other relevant City master plans for guidance. Departments will also consult District 4 Nebraska Department of Transportation (NDOT) plans for further coordination and guidance.

In planning and designing City projects within the city and growth boundary that include or impact roadways, City Departments will consult with the Public Works Department and will consult City master plans and policies related to pedestrian, bicycle, transit, and vehicle transportation. All projects will strive to advance and integrate multiple goals, including a high-quality public realm, placemaking, and economic development. City projects will seek cost-saving opportunities through such integration.

Projects will anticipate opportunities to incrementally achieve fully complete streets and networks over time, and in future phases of work. Departments will take care that their work does not adversely affect the pedestrian realm and opportunities for multi-modal travel and facilities.

Projects should anticipate funding needs and seek resources to acquire necessary right-of-way and/or easements. Where the costs of acquiring right-of-way to provide separate accommodations for each mode of travel are cost-prohibitive, innovative or multi-use facilities within the existing right-of-way that accommodate both pedestrians and bicyclists may be considered, if appropriate for the road way and its context.

For City parks projects, park land may be used for bicycle/pedestrian trails and other elements of the transportation system that provide connectivity and support people's access to parks and recreational/outdoor activities. Storm water and flood control projects may also be used for such trails and transportation projects.

City Utilities and utility partners will provide guidance on ensuring that Complete Streets Guide implementation does not create public safety hazards or reductions in levels of utility service unacceptable to utility customers. Utility projects will seek to support and advance implementation of this guide and related right-of-way conditions.

3.0 Private Projects

In reviewing zoning, site plans, subdivision plans, planned unit developments, and other consistent designs that include streets or private drives or other internal circulation routes, City staff will seek with the intent of this Complete Streets Guide. To ensure that its goals and principles are incorporated into the City of Grand Island zoning and development review process, staff across departments will receive appropriate training as time and budget allows. The Planning Department also will provide appropriate information and education to the development community and applicants.

4.0 Complete Streets Partnership

The City will implement this guide through a Complete Streets Partnership based in the public works, parks & recreation, and planning departments. The Partnership will be developed and implemented in consultation with other departments and partners. It will be appropriately staffed to provide multi-modal transportation planning; it will be coordinated with City programs and initiatives for bicycling, pedestrians, transit, and trails.

5.0 Modal Networks

The City will advance projects that are needed to close gaps and to complete priority transportation networks and routes for people using each individual travel mode.

6.0 Pedestrian/Biking Accommodation Guides

The City will refer to the following national guidelines, recognized by the Grand Island City Council, such as:

1. Designing Walkable Urban Thoroughfares: A context sensitive approach (Institute of Transportation Engineers/Congress for the New Urbanism)
2. Urban Street Design Guide, and Urban Bikeway Design Guide (National Association of City Transportation Officials)

Flexible and innovative context-sensitive design solutions that conform to these guidelines are encouraged for both public and private projects.

The design of roadway water quality controls and storm drain infrastructure (as required by ordinance for new roadways and major roadway reconstructions) will be incorporated into this approach.

7.0 Storm Water Guidelines

Stormwater guidelines will reflect national best practices as well as compliance with current city Post Construction standards referenced in City policies. They shall address roadway design related to stormwater infrastructure and management for both water quality and runoff volume; the linking of trails and greenbelts with roadway networks; and other relevant sustainability, environmental, and ecosystem goals.

8.0 Roles and Responsibilities

The Grand Island Public Works, Planning, and Parks & Recreation Departments, as the joint administrators of the Complete Streets Partnership, will have lead responsibility for implementation of this guide.

Final authority for the construction of elements in the City right-of-way resides with the joint administrators. As per City Code, the following functions and programs will be assigned to the Public Works Department: city engineering; traffic engineering; street construction, maintenance and street lighting. The joint administrators will collaboratively address these goals for the community's roadways, coordinating with other City departments and partner agencies as needed.

Appendix A: Complete Streets Guideline Development Timeline

- ✓ **July 2015**- Grand Island Design Team Meeting
 - Summit planning and development.
- ✓ **November 2015**- Grand Island Walking & Biking Summit
 - Complete Streets identified as a community prioritized action item.
- ✓ **January 2016**- Complete Streets Action Team established
- ✓ **February-June 2016**- Complete Streets research and learning
- ✓ **July 2016- April 2017** – Guide Development
 - Researched peer cities and current examples of Complete Streets policies in Nebraska
 - Developed a vision.
 - Drafted a Complete Streets Guide for Grand Island, using the Omaha Complete Streets policy as a template.
 - Stakeholder engagement.
- ✓ **April 2017 – April 2018** – Guideline Refinement

Appendix B: Complete Streets Resources

Best Complete Streets policies of 2015 by Smart Growth America National Complete Street Coalition

- <https://smartgrowthamerica.org/resources/best-complete-streets-policies-of-2015/>

In 2015, communities passed a total of 82 Complete Streets policies. Nationwide, a total of 899 Complete Streets policies are now in place, in all 50 states, the Commonwealth of Puerto Rico, and the District of Columbia.

- Best Complete Street Policies: Cover all users
 - Cars and motorists
 - Transit vehicles and users
 - Travelers of all ages and abilities
- Best Complete Streets Policies
 - Specify any exceptions and require high level of approval of them
 - Allow flexibility in balancing user needs
- Best Complete Street Policies
 - Apply to new and retrofit projects
 - Direct use of latest and best design standards
 - Direct the Complete Streets solutions fit in with the context of a city
 - Establishes performance standard measures of success
- Implementation from policy to practice (prompt the following changes)
 - Develop procedures
 - Streamline design manuals
 - Train planners and engineers
 - Retool measures to track outcomes

Complete Streets from Policy to Project: The Planning and Implementation of Complete Streets and Multiple Scales.

- <http://www.smartgrowthamerica.org/complete-streets/a-to-z>
 - Framing and positioning
 - Institutionalizing of Complete Streets
 - Analysis and evaluations
 - Project delivery and construction
 - Promotion and education
 - Funding
 - AASHTO (American Association of State Highway and Transportation Officials)
 - Green Book
 - Ped Guide from 2005
 - Sidewalks
 - Crossing the street
 - Medians and islands
 - Intersection design
 - Traffic signals
 - Crosswalks
 - Crosswalk marking
 - Curb extensions – AASHTO sight lines
 - Transit
 - Bicycles

USDOT Policy

www.fha.dot.gov/environment/bikeped/design.htm

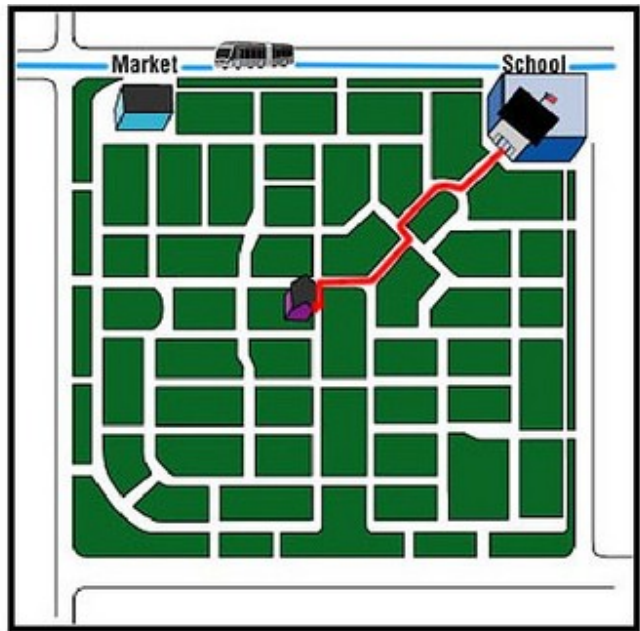
Bike-pedestrian ways will be established in new and reconstruction projects in all urbanized areas unless one or more of 3 conditions are met:

- Cost
- Absence of need for alternatives
- Where bikes and pedestrians are prohibited
- NACTO – National Association of City Transportation Officials
 - Urban Street Design Guide
<http://nacto.org/usdg/>
- Urban Bicycling Guide
www.nacto.org/cities-for-cycling/design-guide/
- ITE – Institute of Traffic Engineers
<https://www.ite.org/>
 - Created Walkable Communities report with case studies
<http://www.ite.org/css/>
- Federal Highway Administration (FHWA) Office of Infrastructure and Office of Planning Environment and Reality
http://www.fhwa.dot.gov/environment/bicycle_pedestrian/guidance/design_guidance/design.cfm
- Transportation's Changing Role in the Community
http://www.fhwa.dot.gov/environment/bicycle_pedestrian/guidance/design_guidance/design_nonmotor/policy/
<http://www.rethinkingstreets.com/download.html>
- Small Town and Rural Design Guide
<http://ruraldesignguide.com/>
- Manual on Uniform Traffic Control Devices
<http://mutcd.fhwa.dot.gov/>
- International Fire Code- Appendix D: Fire Apparatus Access Roads
http://codes.iccsafe.org/app/book/content/2015-I-Codes/2015_IFC_HTML/Appendix%20D.html

- Connected Routes Examples



Driving-only transportation pattern



Walkable connected transportation network

RESOLUTION 2018-210

WHEREAS, the Grand Island Complete Streets Committee consisting of residents of the city and representatives from the Central District Health Department and City of Grand Island developed a draft Complete Streets Policy; and

WHEREAS, the City of Grand Island supports the development of multimodal transportation networks designed and constructed to be safe, efficient, and accessible for people of all ages and abilities; and

WHEREAS, the Complete Streets approach to transportation network design and construction will enhance the quality of life of the city's residents by promoting the goals of interconnectivity, economic development, mobility, equity, safety, and public health; and

WHEREAS, the draft Complete Streets Policy was presented to and discussed by the Hall County Regional Planning Commission and the Grand Island City Council; and

WHEREAS, the draft Complete Streets Policy was reviewed and approved by City staff with recommendations that the policy be considered and approved by the Grand Island City Council.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Complete Streets Policy attached hereto is approved. The City's departments and the Hall County Regional Planning Commission are authorized to implement the Complete Streets Policy with respect to the development of lands within the jurisdiction of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, July 10, 2018.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
July 5, 2018	☐ City Attorney



City of Grand Island

Tuesday, July 10, 2018

Council Session

Item J-1

Approving Payment of Claims for the Period of June 27, 2018 through July 10, 2018

The Claims for the period of June 27, 2018 through July 10, 2018 for a total amount of \$3,499,100.08. A MOTION is in order.

Staff Contact: William Clingman



City of Grand Island

Tuesday, July 10, 2018

Council Session

Item X-1

Strategy Session with Respect to Labor Negotiations with AFSCME, Local 251 and IBEW Wastewater Treatment Plant, Local 1597

The City Council may hold a closed or Executive Session as permitted by Neb. Rev. Stat. Sec. 84-1410. Closed sessions may be held for, but shall not be limited to such reasons as:

- 1. Protection of the public interest.*
- 2. Needless injury to the reputation of an individual.*
- 3. Strategy sessions with respect to*
 - a. collective bargaining,*
 - b. real estate purchases,*
 - c. pending litigation, or*
 - d. imminent or threatened litigation.*
- 4. Discussion regarding deployment of security personnel or devices.*
- 5. For the Community Trust created under Sec. 81-1801.02, discussion regarding the amounts to be paid to individuals who have suffered from a tragedy of violence or natural disaster.*

Staff Contact: Aaron Schmid, Human Resources Director

