
City of Grand Island



Tuesday, September 24, 2019 Council Session Agenda

City Council:

Jason Conley
Vacant
Chuck Haase
Julie Hehnke
Jeremy Jones
Vaughn Minton
Mitchell Nickerson
Mike Paulick
Clay Schutz
Mark Stelk

Mayor:

Roger G. Steele

City Administrator:

Jerry Janulewicz

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 John Hayes, Grace Baptist Church, 1115 South Vine 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, September 24, 2019

Council Session

Item C-1

Presentation of the Food & Beverage Occupation Tax Oversight Committee 2019 Annual Report

Staff Contact: Jerry Janulewicz

Council Agenda Memo

From: Jerry Janulewicz, City Administrator

Meeting: September 24, 2019

Subject: Annual Report by the Food & Beverage Occupation Tax Oversight Committee

Presenter(s): Ron Depue, Chairman

Background

The voters of the City of Grand Island approved an occupation tax on food and beverages of one and one half percent (1½%) at the May 10, 2016 election. Subsequent to the election, the city has adopted an ordinance that establishes the Food and Beverage Occupation Tax Oversight Committee to be responsible for reviewing the revenues and expenditures of the city's occupation tax imposed upon persons and entities engaging in the business of providing food services, drinking places, or restaurants. The Committee shall advise the public and city officials with regard to the city's Food and Beverage Tax, and shall confirm that the Food and Beverage Tax revenues are accounted for in the designated special revenue funds and are being expended on eligible projects as provided by city ordinances. The Occupation Tax Oversight Committee is required by the Grand Island City Code to make an annual report to the City Council.

Discussion

The Occupation Tax Oversight Committee has been conducting quarterly meetings during the last nine months as required by the City Code. The committee met on September 12, 2019, reviewed and approved the annual report and voted to forward it on to the City Council for its review.

**REPORT OF THE OCCUPATION TAX OVERSIGHT COMMITTEE
TO THE GRAND ISLAND CITY COUNCIL
DATED: September 13, 2019.**

1. **BACKGROUND:** The original Food and Beverage Occupation Tax was approved by ordinance of the Grand Island City Council in September 2008, effective December 1, 2008. The ordinance imposed a 1.5% Occupation Tax on the sale of prepared food and non-alcoholic beverages that were subject to Nebraska Sales Tax. Tax funds were initially used to support the construction of the Community Field House located at Fonner Park as part of the City's required financial contribution related to the relocation of the Nebraska State Fair. Tax revenues were subsequently approved for disbursement for other State Fair related expenses, including relocating softball and soccer fields from Fonner Park to the Veterans Athletic Field Complex and fulfilling the City's matching funds requirement to the State Lottery. The initial ordinance contained a sunset provision providing for the termination of the tax upon the City meeting all of its financing and debt obligations with Wells Fargo related to the construction of the Community Field House.

In anticipation of the sunset of the original tax, in May 2016, Grand Island voters approved the continuation of the City's 1.5% Occupation Tax on the sale of food and beverages (including alcoholic beverages) which are subject to Nebraska Sales Tax. In May 2016, the Council enacted an ordinance which repealed the original tax and enabled enforcement of the voter approved Occupation Tax (the "New Ordinance"). The New Ordinance states that revenue derived from the voter approved Food and Beverage Tax shall be used for the following community enhancements:

- (i) To make the City's quarterly payments to the Nebraska State Fair Support and Improvement Fund as required by Neb. Rev. Stat. §§2-108-110;
- (ii) Promote entertainment, agricultural and livestock shows, trade shows and similar events that will attract visitors to Grand Island;
- (iii) Ongoing enhancement and development of recreation and athletic facilities such as hike, bike and recreational trails, ball fields and other community activity needs; and
- (iv) Invest in community development projects and activities that stimulate progress and growth for Grand Island.

The New Ordinance also created the Occupation Tax Oversight Committee (the "Committee") composed of five members. The initial Committee members appointed by Council were: Karl Kostbahn, Brad Bauer, Ron Depue, Kirk Ramsey and Lisa Willman. Kostbahn, Bauer, Depue and Ramsey were reappointed for 4-year terms. Willman's term expired in 2019 and Tanya Hansen was recently appointed for a 4-year term. Depue was re-elected to a 2-year term as Committee Chair in 2018. The Committee's charge is: (i) to advise the public and City officials with regard to the City's Food and Beverage Tax, and (ii) confirm that the tax revenues

are accounted for in the designated special revenue funds and are being expended on eligible projects as provided by City ordinances. The Committee is required to meet at least semi-annually in March and September of each year and submit a written report to the Council on its findings and suggestions each September. At its initial meeting, the Committee decided to meet on a quarterly basis and has done so without fail.

In October 2016, the City and Grow Grand Island, Inc. ("GGI") entered into an Agreement For Community Enhancement Programs (the "Agreement") for an initial term of 2 years which automatically renewed for an additional 2 years in 2018. The Agreement will expire on September 30, 2020. The Agreement provides that the City will provide a minimum of \$500,000.00 of food and beverage tax funds on November 1st of each year subject to the following restrictions:

Limitation on Use. City funds shall be utilized and expended by GGI solely for such project, programs and purposes that serve and carry out a public purpose as expressly authorized, necessarily or fairly implied in or incidental to those expressly authorized and those essential to the declared objects and purposes of a city of the first class as expressed by Nebraska statutes as from time to time amended. Such projects, programs, and purposes shall encompass and be directed toward encouraging immigration, new industries, and investment and to conduct and carry on a publicity campaign, including a publicity campaign conducted for the purpose of exploiting and advertising the various agricultural, horticultural, manufacturing, commercial, and other resources, including utility services, of the city; to promote entertainment, agricultural and livestock shows, trade shows and similar events that will attract visitors to Grand Island; and investment in community development projects and activities that stimulate progress and growth for Grand Island. No more than 10% of the City Funds will be allowed to be used for employee and operation expenses.

GGI is required to account to the City on a quarterly basis and annually submit its financial audit to the City. Prior to its receipt of the annual \$500,000.00 distribution from the City in May 2017, GGI entered into an agreement with the Grand Island Community Foundation (the "Foundation") to provide fiscal management of its funds. As a result of the Foundation's participation, the bonding requirements set forth in the Agreement were eliminated by amendment to the Agreement in March 2017 (the "Amendment"). GGI terminated its relationship with the Foundation in early 2019. Pursuant to the Amendment, upon termination of its relationship with the Foundation, GGI obtained a fidelity bond through Western Surety in the amount of \$100,000.00.

Prior to expending Tax Funds for a community enhancement project, GGI obtains approval from the City Administrator and City Attorney to assure ongoing compliance and that the proposed distribution is permitted within the Ordinance and Agreement.

In November, 2016 the City approved Ordinance #9610 authorizing a loan not to exceed \$5,000,000.00 to provide financing for a portion of the costs of certain improvements to the City parks and trails system to be paid from revenue sources, including but not limited to, the City's Food and Beverage Tax ("Loan Funds").

2. REVIEW AND ANALYSIS: Pursuant to its directive, the Committee held quarterly meetings over the past year, reviewed the receipt and distribution of tax funds by the City and GGI, met with City and GGI representatives and reports as follows:

A. Initial Food and Beverage Tax Carryover Funds.

Upon termination of the initial Food and Beverage Tax on June 30, 2016, there were surplus funds in the amount of \$1,244,202.19 ("Restricted Funds"). By City Council resolution adopted in June 2016, the Restricted Funds were earmarked to be used for the following purposes:

- (1) To pay expenses to be incurred for removal and replacement of artificial field turf at the Grand Island Field House;
- (2) To pay expenses to be incurred for design and construction of restrooms at the City's Veterans Sports Complex; and
- (3) The remainder to pay future quarterly payments to the Nebraska State Fair Support and Improvement Fund as required by Neb. Rev. Stat. §2-108-110.

The reports of the City Finance Department concerning receipt and distribution of the Food and Beverage Tax Funds from July 1, 2016- September 30, 2017, October 1, 2017-August 31, 2018, October 1, 2018-August 31, 2019 and Summary of All Years are collectively attached hereto as Exhibit "A". All Restricted Funds have been expended appropriately with no remaining Restricted Funds on hand.

B. Receipt and Expenditure of Food and Beverage Tax Funds under the New Ordinance.

The report of the City Finance Department concerning the receipt and expenditure of Food and Beverage Tax Funds under the New Ordinance from July 1, 2016 through August 31, 2019 ("Unrestricted Funds") is also set forth on Exhibit "A". The balance of Unrestricted Funds is \$2,718,125.33, which includes Loan Funds (labeled as "Other Bond Proceeds"). Attached Exhibit "B" is a monthly summary of the Food and Beverage Tax Funds received from October 2013 thru August 31, 2019.

C. Grow Grand Island's Receipt and Expenditure of Tax Funds.

The itemization of all activity of GGI for Tax Funds through August 31, 2019 is attached hereto as Exhibit "C". Tax Funds distributed by the City to GGI are currently deposited into GGI's FDIC insured account at Home Federal Bank of Grand Island. Account funds in excess of \$250,000.00 FDIC limits are collateralized by pledged securities.

D. COMMENTS:

- (1) GGI's accounts have been insured or collateralized by pledged securities as required by the Agreement continuously for the past year.
- (2) The Agreement states, "*No more than 10% of the City Funds will be allowed to be used for employee and operation expenses.*" Total administrative expenses since the inception of the Agreement are in compliance with the 10% lid.
- (3) The City has appropriately pursued enforcement and collection measures to collect delinquent accounts tax accounts.

3. COMMITTEE FINDINGS:

Based upon the Committee's review of all applicable records and reports and discussions with City legal and financial staff and GGI management, it is the opinion of the Committee that the receipt and expenditure of Food and Beverage Tax Funds through August 31, 2019 comply with the requirements of applicable City Ordinances and Agreements.

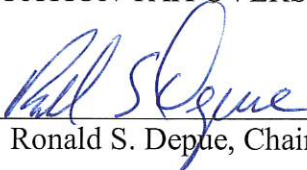
4. COMMITTEE RECOMMENDATIONS:

A. The Committee recommends that:

- (1) GGI continue to provide to the City and the Committee monthly written confirmation that all Tax Funds are fully insured or collateralized as required by the Agreement; and
- (2) The established practice of obtaining City preapproval with Committee subsequent review of all GGI projects using Tax Funds should continue.

OCCUPATION TAX OVERSIGHT COMMITTEE

BY



Ronald S. Depue, Chairperson

Food and Beverage
Occupation Tax Committee

Activity since July 1, 2016-Sept. 30, 2017

ACCOUNT DESCRIPTION/PROJECT NAME	Restricted Activity	Unrestricted Activity	Comments
BEGINNING CASH	\$1,244,202.19	\$0.00	
REVENUE			
FOOD & BEV OCCUPATION TAX	\$0.00	\$2,805,136.64	
OTHER REVENUE	\$0.00	\$64,500.00	Northwestern Energy for State Fair
OTHER BOND PROCEEDS	\$0.00	\$50,001.00	Initial drawdown of loan
Subtotal Revenues	\$0.00	\$2,919,637.64	
EXPENSES			
ENG/DESIGN - UNRESTRICTED	\$0.00	\$1,400.00	Water Park Study
VETS FIELD-RESTROOM AND CONC BUILDING	\$275,716.86	\$0.00	
SUCKS LAKE RETAINING WALL (2017)	\$0.00	\$142,094.00	
HPSP LAND IMPROVEMENTS (2017)	\$0.00	\$9,997.00	
VETS BALLFIELD	\$0.00	\$295,384.01	
BIKE/PED PROJECT	\$0.00	\$7,981.93	
ECONOMIC DEVELOPMENT	\$518,931.00	\$0.00	State Fair Payments
OTHER EXPENDITURES	\$0.00	\$20.81	CC Fees for payments
INTEREST EXPENSE	\$0.00	\$275.00	
GROW GRAND ISLAND DONATIONS	\$0.00	\$500,000.00	
UNASSIGNED CAPITAL PROJECTS	\$170,145.00	\$8,887.50	Turf and Eng. Services
Subtotal Expenses	\$964,792.86	\$966,040.25	
ENDING CASH	\$279,409.33	\$1,953,597.39	

EXHIBIT A

1 OF 4

Food and Beverage
Occupation Tax Committee

Activity Oct. 1, 2017-Sept. 30, 2018

ACCOUNT DESCRIPTION/PROJECT NAME	Restricted Activity	Unrestricted Activity	Comments
BEGINNING CASH	\$279,409.33	\$1,953,597.39	
REVENUE			
FOOD & BEV OCCUPATION TAX	\$0.00	\$2,329,914.61	
OTHER REVENUE	\$0.00	\$86,411.26	Northwestern Energy for State Fair & CCRbate
OTHER BOND PROCEEDS	\$0.00	\$4,949,999.00	Initial drawdown of loan
Subtotal Revenues	\$0.00	\$7,366,324.87	
EXPENSES			
VETS FIELD-RESTROOM AND CONC BUILDING	\$12,226.13	\$0.00	
STERLING ESTATES PARK EQUIPMENT	\$0.00	\$81,342.32	
VETS BALLFIELD	\$0.00	\$3,459,129.15	
LOAN PRINCIPAL/EXPENSE	\$0.00	\$219,180.08	
LOAN INTEREST EXPENSE	\$0.00	\$68,112.09	
ECONOMIC DEVELOPMENT	\$267,183.20	\$180,317.80	State Fair Payments
OTHER EXPENDITURES	\$0.00	\$6.08	CC Fees for payments
GROW GRAND ISLAND DONATIONS	\$0.00	\$500,000.00	
CONTRACT SERVICES	\$0.00	\$12,500.00	Attorney fees for loan
Subtotal Expenses	\$279,409.33	\$4,520,587.52	
ENDING CASH	\$0.00	\$4,799,334.74	

EXHIBIT A

2 OF 4

Food and Beverage
Occupation Tax Committee

Activity Oct. 1, 2018-Aug 31, 2019

EXHIBIT A

3 OF 4

ACCOUNT DESCRIPTION/PROJECT NAME	Unrestricted Activity	Comments
BEGINNING CASH	\$4,799,334.74	
REVENUE		
FOOD & BEV OCCUPATION TAX	\$2,178,066.86	
OTHER REVENUE	\$86,000.00	Northwestern Energy for State Fair & CCRebate
Subtotal Revenues	\$2,264,066.86	
EXPENSES		
VETS BAILFIELD	\$2,413,278.92	
PLAYGROUND EQUIPMENT	\$44,678.93	
PICKLEBALL COURTS	\$26,343.03	
BIKE/PED PROJECT	\$109.77	
VETERANS TRAIL CONNECTION	\$1,384.62	
LOAN PRINCIPAL/EXPENSE	\$447,854.84	
LOAN INTEREST EXPENSE	\$126,211.82	
ECONOMIC DEVELOPMENT	\$460,677.00	State Fair Payments
OTHER EXPENDITURES	\$320.64	CC Fees for payments
HUSKER HARVEST DAYS PAYMENT TO CRA	\$324,416.70	2019 - Also includes Parks Assessment Payoff
GROW GRAND ISLAND DONATIONS	\$500,000.00	
Subtotal Expenses	\$4,345,276.27	
ENDING CASH	\$2,718,125.33	

Food and Beverage
Occupation Tax Committee

Summary of All Years

EXHIBIT A

4 OF 4

ACCOUNT DESCRIPTION/PROJECT NAME	Restricted Activity	Unrestricted Activity	Comments
BEGINNING CASH	\$1,244,202.19	\$0.00	
REVENUE			
FOOD & BEV OCCUPATION TAX	\$0.00	\$7,313,118.11	
OTHER REVENUE	\$0.00	\$236,911.26	
OTHER BOND PROCEEDS	\$0.00	\$5,000,000.00	
	\$0.00	\$12,550,029.37	
EXPENSES			
ENG/DESIGN - UNRESTRICTED	\$0.00	\$1,400.00	
VETS FIELD-RESTROOM AND CONC BUILDING	\$287,942.99	\$0.00	
PLAYGROUND EQUIPMENT	\$0.00	\$44,678.93	
SUCKS LAKE RETAINING WALL (2017)	\$0.00	\$142,094.00	
STERLING ESTATES PARK EQUIPMENT	\$0.00	\$81,342.32	
HPSP LAND IMPROVEMENTS (2017)	\$0.00	\$9,997.00	
VETS BALLFIELD	\$0.00	\$6,167,792.08	
PICKLEBALL COURTS	\$0.00	\$26,343.03	
BIKE/PED PROJECT	\$0.00	\$8,091.70	
VETERANS TRAIL CONNECTION	\$0.00	\$1,384.62	
LOAN PRINCIPAL/EXPENSE	\$0.00	\$667,034.92	
LOAN INTEREST EXPENSE	\$0.00	\$194,323.91	
ECONOMIC DEVELOPMENT	\$786,114.20	\$640,994.80	State Fair Payments
OTHER EXPENDITURES	\$0.00	\$347.53	CC Fees for payments
INTEREST EXPENSE	\$0.00	\$275.00	
HUSKER HARVEST DAYS PAYMENT TO CRA	\$0.00	\$324,416.70	
GROW GRAND ISLAND DONATIONS	\$0.00	\$1,500,000.00	
UNASSIGNED CAPITAL PROJECTS	\$170,145.00	\$8,887.50	
CONTRACT SERVICES	\$0.00	\$12,500.00	Attorney fees for loan
	\$1,244,202.19	\$9,831,904.04	
	\$0.00	\$2,718,125.33	



Food and Beverage Occupation Tax - As Received Basis*

	Actual FY 2014-2015	Actual FY 2015-2016	Change from Previous YR	Actual FY 2016-2017	Change from Previous YR	Actual FY 2017-2018	Change from Previous YR	Actual FY 2018-2019	Change from Previous YR
October	134,701.66	129,020.52	-4.22%	190,964.23	48.01%	186,606.85	-2.28%	207,080.68	10.97%
November	94,645.52	107,234.83	13.30%	179,240.56	67.15%	191,946.97	7.09%	194,084.01	1.11%
December	146,485.22	141,486.71	-3.41%	164,568.71	16.31%	168,050.34	2.12%	170,414.75	1.41%
January	120,807.22	133,807.58	10.76%	187,718.82	40.29%	206,066.75	9.77%	212,480.21	3.11%
February	109,524.05	205,365.64	87.51%	154,074.55	-24.98%	157,965.35	2.53%	162,444.83	2.84%
March	152,541.44	147,802.65	-3.11%	168,087.66	13.72%	173,549.58	3.25%	187,166.21	7.85%
April	129,539.97	162,503.45	25.45%	197,618.93	21.61%	210,944.44	6.74%	210,731.93	-0.10%
May	126,771.55	214,430.97	69.15%	183,478.07	-14.43%	206,202.77	12.39%	210,976.65	2.32%
June	157,883.23	133,374.71	-15.52%	187,008.76	40.21%	205,246.34	9.75%	201,785.80	-1.69%
July	149,088.88	157,130.94	5.39%	202,172.43	28.66%	210,139.70	3.94%	213,195.55	1.45%
August	126,500.69	189,181.36	49.55%	192,971.26	2.00%	207,974.48	7.77%	205,718.12	-1.08%
September	160,317.37	227,637.64	41.99%	219,854.06	-3.42%	205,221.04	-6.66%		-100.00%
Total Receipts	1,608,806.80	1,948,977.00		2,227,758.04		2,329,914.61		2,176,078.74	
Year to Date (YTD) Total	1,448,489.43	1,721,339.36	18.84%	2,007,903.98	16.65%	2,124,693.57	5.82%	2,176,078.74	2.42%
YTD Percent Collected	90.04%	88.32%		90.13%		101.18% of Budget		103.62% of Budget	
						2018 Budget	2,100,000	2019 Budget	2,100,000

* Receipts lag the actual collection by one month. For example, January receipts are based on December sales.

EXHIBIT B

EXHIBIT C

YTD General Ledger
Grow GI Grant Fund
From Period 1 to 12 for 2017
Start Date 01/01/2017 End Date 12/30/2017

Apply Date	Description	Doc No. Sq#	Income	Expenses	Balance	ADMIN
11000 HF Money Market						
5/15/2017	City of Grand Island	108763	500,000.00	-	-	
5/31/2017	HF MMA Int May	109111	123.29	-		
6/15/2017	2nd Qtr Admin Fee	111087	-	963.39		963.39
6/26/2017	National Community Development Service	111897	-	22,500.00		22,500.00
6/30/2017	Wire Fee	113559	-	15.00		15.00
6/30/2017	Superior Stall Service	113558	-	135,228.00		
6/30/2017	HF MMA Int June	113768	246.40	-		
7/24/2017	NCDS C/O Joel Duke	113936	-	2,744.73		2,744.73
7/24/2017	GI Skeet & Sporting Clays Club, Inc	113952	-	130,646.03		
7/31/2017	HF MM Int July	114160	158.76	-		
8/28/2017	Superior Stall Service	116994	-	164,772.00		
8/28/2017	NCDS C/O Joel Duke	116998	-	1,884.50		1,884.50
8/28/2017	Wire Fee	117110	-	15.00		15.00
8/31/2017	HF MM Int August	117133	95.25	-		
9/15/2017	3rd Qtr Admin Fee	119160	-	675.61		675.61
9/25/2017	National Community Development Service	119891	-	332.05		332.05
9/29/2017	HF Sept Interest	121598	20.45	-		
10/23/2017	Grand Island Chamber of Commerce	121891	-	20,000.00		20,000.00
10/23/2017	Grand Island Convention & Visitors	121893	-	1,584.40		1,584.40
10/23/2017	NCDS C/O Joel Duke	121913	-	1,537.07		1,537.07
10/31/2017	HF Oct Interest	122548	15.12	-		
11/21/2017	City of Grand Island	124616	500,000.00	-		
11/28/2017	NCDS C/O Joel Duke	124693	-	1,306.29		1,306.29
11/28/2017	National Community Development Service	124711	-	20,805.35		20,805.35
11/28/2017	NCDS C/O Joel Duke	124713	-	3,073.28		3,073.28
11/30/2017	HF MMA Nov Interest	125056	82.73	-		
11/27/2017	Wire Fee	125901	-	15.00		15.00
12/15/2017	4th Qtr Admin Fee	127180	-	881.80		881.80
12/18/2017	Tonja Brown-Reimbursement	127903	-	78.90		78.90
12/18/2017	Grand Island Area Economic Develop	127919	-	52.45		52.45
12/18/2017	National Community Development Ser	127929	-	10,000.00		10,000.00
12/18/2017	NCDS C/O Joel Duke	127931	-	1,485.27		1,485.27
12/31/2017	HF MM Int Dec	128477	247.35	-		
			1,000,989.35	520,596.12	480,393.23	89,950.09
40500 Gifts & Bequests - Avail To Spend						
5/15/2017	City of Grand Island	108764	-	500,000.00	-	
11/21/2017	City of Grand Island	124617	-	500,000.00		
			-	1,000,000.00	1,000,000.00	
45000 Interest Income on Investments						
5/31/2017	HF MM Int May	109112	-	123.29		
6/30/2017	HF MM Int June	113769	-	246.40		
7/31/2017	HF MM Int July	114161	-	158.76		
8/31/2017	HF MM Int August	117134	-	95.25		
9/29/2017	HF Sept Interest	121599	-	20.45		

10/31/2017 HF Oct Interest	122549	-	15.12	
11/30/2017 HF MMA Nov Interest	125057	-	82.73	
12/31/2017 HF MM Int Dec	128477		247.35	
		-----	-----	
		-	989.35	989.35
50000 Grants Distributed				
6/26/2017 National Community Development Ser	111894	22,500.00	-	-
6/30/2017 Superior Stall Service -VD- Portab	113555	135,228.00	-	
7/24/2017 NCDS C/O Joel Duke -VD- Expense Re	113885	2,744.73	-	
7/24/2017 GI Skeet & Sporting Clays Club, In	113887	130,646.03	-	
8/28/2017 Superior Stall Service -VD- Portab	116967	164,772.00	-	
8/28/2017 NCDS C/O Joel Duke -VD- Expense Re	116997	1,884.50	-	
9/19/2017 National Community Development Ser	119864	332.05	-	
10/17/2017 Grand Island Convention & Visitors	121844	1,584.40	-	
10/17/2017 Grand Island Chamber of Commerce -	121846	20,000.00	-	
10/23/2017 NCDS C/O Joel Duke -VD- Expense Re	121858	1,537.07	-	
11/27/2017 NCDS C/O Joel Duke -VD- Expense Re	124622	1,306.29	-	
11/27/2017 National Community Development Ser	124624	20,805.35	-	
11/27/2017 NCDS C/O Joel Duke -VD- Travel Exp	124708	3,073.28	-	
12/14/2017 NCDS C/O Joel Duke -VD- Expense Re	127820	1,485.27	-	
12/14/2017 National Community Development Ser	127822	10,000.00	-	
12/14/2017 Grand Island Area Economic Develop	127824	52.45	-	
12/14/2017 Tonja Brown -VD- Expense Reimburse	127826	78.90	-	
		-----	-----	
		518,030.32	-	(518,030.32)
52000 Foundation Administrative Fees				
6/15/2017 2nd Qtr Admin Fee	111088	963.39	-	
9/15/2017 3rd Qtr Admin Fee	119161	675.61	-	
12/15/2017 4th Qtr Admin Fee	127181	881.80	-	
		-----	-----	
		2,520.80	-	(2,520.80)
53000 Investment Management Fees				
6/30/2017 Wire Fee	113560	15.00	-	
8/28/2017 Wire Fee	117090	15.00	-	
11/27/2017 Wire Fee	125047	15.00	-	
		-----	-----	
		45.00	-	(45.00)

YTD General Ledger
Grow GI Grant Fund
From Period 1 to 12 for 2018
Start Date 01/01/2018 End Date 12/30/2018

Apply Date	Description	Ref. No.	Income	Expenses	Balance	ADMIN
01/01/18	GI Skeet & Sporting Clays Club	9183		11,608.05		
01/01/18	HF Interest January	9183	242.32			
01/01/18	National Community Development Services	9183		7,500.00		7,500.00
01/01/18	NCDA C/O Joel Duke	9183		2,174.77		2,174.77
01/01/18	Tonja Brown :: Reimbursements	9183		229.14		229.14
01/01/18	Transaction move from fund to fund	9183		50.00		50.00
02/01/18	HF Interest February	9349	211.30			
02/01/18	NCDS C/O Joel Duke	9349		3,718.23		3,718.23
03/01/18	Admin Fee 1st Quarter 2018	9516		1,603.16		1,603.16
03/01/18	HF Interest March	9516	231.33			
04/01/18	GI Skeet & Sporting Clays Club	9684		7,745.92		
04/01/18	HF Interest April	9684	250.03			
05/01/18	HF Interest May	9856	265.57			
06/01/18	Admin Fee 2nd Quarter 2018	10026		1,557.01		1,557.01
06/01/18	HF Interest June	10026	248.44			
07/01/18	HF Interest July	10193	273.50			
08/01/18	HF Interest August	10361	265.11			
09/01/18	Admin Fee 3rd Quarter 2018	10534		1,549.78		1,549.78
09/01/18	HF Interest September	10534	239.15			
10/10/18	Donation :: Grow Grand Island, Inc. :: Check	11038	5,115.99			
10/31/18	HF Interest October	11133	282.14			
11/14/18	Donation :: City of Grand Island :: Check	11684	500,000.00			
11/30/18	HF Interest November	11969	476.21			
12/15/18	Admin Fee 4th Quarter 2018	13018		2,665.22		2,665.22
12/30/18	HF Interest December	13282	646.54			
12/31/18	HF Interest - Rounding adjustment		0.09			
			508,747.72	40,401.28	468,346.44	21,047.31

Gifts & Bequests - Avail To Spend

10/10/18	Donation :: Grow Grand Island, Inc. :: Check	11038	5,115.99		
11/14/18	Donation :: City of Grand Island :: Check	11684	500,000.00		
			<u>505,115.99</u>		505,115.99

Interest Income on Investments

01/01/18	HF Interest January	9183	242.32		
02/01/18	HF Interest February	9349	211.30		
03/01/18	HF Interest March	9516	231.33		
04/01/18	HF Interest April	9684	250.03		
05/01/18	HF Interest May	9856	265.57		
06/01/18	HF Interest June	10026	248.44		
07/01/18	HF Interest July	10193	273.50		
08/01/18	HF Interest August	10361	265.11		
09/01/18	HF Interest September	10534	239.15		
10/31/18	HF Interest October	11133	282.14		
11/30/18	HF Interest November	11969	476.21		
12/30/18	HF Interest December	13282	646.54		
12/31/18	HF Interest - Rounding adjustment		0.09		

		<u>3,631.73</u>	3,631.73
Grants Distributed - Avail to Spend			
01/01/18 GI Skeet & Sporting Clays Club	9183	11,608.05	
04/01/18 GI Skeet & Sporting Clays Club	9684	7,745.92	
01/01/18 National Community Development Services	9183	7,500.00	
01/01/18 NCDA C/O Joel Duke	9183	2,174.77	
02/01/18 NCDS C/O Joel Duke	9349	3,718.23	
01/01/18 Tonja Brown :: Reimbursements	9183	<u>229.14</u>	
		32,976.11	(32,976.11)
Foundation Administrative Fees			
03/01/18 Admin Fee 1st Quarter 2018	9516	1,603.16	
06/01/18 Admin Fee 2nd Quarter 2018	10026	1,557.01	
09/01/18 Admin Fee 3rd Quarter 2018	10534	1,549.78	
12/15/18 Admin Fee 4th Quarter 2018	13018	<u>2,665.22</u>	
		7,375.17	(7,375.17)
Investment Management Fees			
01/01/18 Transaction move from fund to fund	9183	50.00	(50.00)

-

Apply Date	Description	Ref. No.	Income	Expenses	Balance	ADMIN
5/15/2017	City of Grand Island	108763	500,000.00	-		
5/31/2017	HF MMA Int May	109111	123.29	-		
6/15/2017	2nd Qtr Admin Fee	111087	-	963.39		963.39
6/26/2017	National Community Development Service	111897	-	22,500.00		22,500.00
6/30/2017	Wire Fee	113559	-	15.00		15.00
6/30/2017	Superior Stall Service	113558	-	135,228.00		
6/30/2017	HF MMA Int June	113768	246.40	-		
7/24/2017	NCDS C/O Joel Duke	113936	-	2,744.73		2,744.73
7/24/2017	GI Skeet & Sporting Clays Club, Inc	113952	-	130,646.03		
7/31/2017	HF MM Int July	114160	158.76	-		
8/28/2017	Superior Stall Service	116994	-	164,772.00		
8/28/2017	NCDS C/O Joel Duke	116998	-	1,884.50		1,884.50
8/28/2017	Wire Fee	117110	-	15.00		15.00
8/31/2017	HF MM Int August	117133	95.25	-		
9/15/2017	3rd Qtr Admin Fee	119160	-	675.61		675.61
9/25/2017	National Community Development Service	119891	-	332.05		332.05
9/29/2017	HF Sept Interest	121598	20.45	-		
			500,644.15	459,776.31		29130.28
10/23/2017	Grand Island Chamber of Commerce	121891	-	20,000.00		20,000.00
10/23/2017	Grand Island Convention & Visitors	121893	-	1,584.40		1,584.40
10/23/2017	NCDS C/O Joel Duke	121913	-	1,537.07		1,537.07
10/31/2017	HF Oct Interest	122548	15.12	-		
11/21/2017	City of Grand Island	124616	500,000.00	-		
11/28/2017	NCDS C/O Joel Duke	124693	-	1,306.29		1,306.29
11/28/2017	National Community Development Service	124711	-	20,805.35		20,805.35
11/28/2017	NCDS C/O Joel Duke	124713	-	3,073.28		3,073.28
11/30/2017	HF MMA Nov Interest	125056	82.73	-		
11/27/2017	Wire Fee	125901	-	15.00		15.00
12/15/2017	4th Qtr Admin Fee	127180	-	881.80		881.80
12/18/2017	Tonja Brown-Reimbursement	127903	-	78.90		78.90
12/18/2017	Grand Island Area Economic Develop	127919	-	52.45		52.45
12/18/2017	National Community Development Ser	127929	-	10,000.00		10,000.00
12/18/2017	NCDS C/O Joel Duke	127931	-	1,485.27		1,485.27
12/31/2017	HF MM Int Dec	128477	247.35	-		
01/01/18	GI Skeet & Sporting Clays Club	9183		11,608.05		
01/01/18	HF Interest Janurary	9183	242.32			
01/01/18	National Community Development Services	9183		7,500.00		7,500.00
01/01/18	NCDA C/O Joel Duke	9183		2,174.77		2,174.77
01/01/18	Tonja Brown :: Reimbursements	9183		229.14		229.14
01/01/18	Transaction move from fund to fund	9183		50.00		50.00
02/01/18	HF Interest February	9349	211.30			
02/01/18	NCDS C/O Joel Duke	9349		3,718.23		3,718.23
03/01/18	Admin Fee 1st Quarter 2018	9516		1,603.16		1,603.16
03/01/18	HF Interest March	9516	231.33			
04/01/18	GI Skeet & Sporting Clays Club	9684		7,745.92		
04/01/18	HF Interest April	9684	250.03			
05/01/18	HF Interest May	9856	265.57			
06/01/18	Admin Fee 2nd Quarter 2018	10026		1,557.01		1,557.01
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08/01/18	HF Interest August	10361	265.11			
09/01/18	Admin Fee 3rd Quarter 2018	10534		1,549.78		1,549.78
09/01/18	HF Interest September	10534	239.15			
10/10/18	Donation :: Grow Grand Island, Inc. :: Check	11038	5,115.99			
			507,687.94	98,555.87		79,201.90

10/31/18 HF Interest October	11133	282.14		
11/14/18 Donation :: City of Grand Island :: Check	11684	500,000.00		
11/30/18 HF Interest November	11969	476.21		
12/15/18 Admin Fee 4th Quarter 2018	13018		2,665.22	2,665.22
12/30/18 HF Interest December	13282	646.54		
12/31/18 HF Interest - Rounding adjustment		0.09		
HF Interest January	14162	646.44		
HF Interest as of 2/15/19	14951	504.61		
Admin Fee as of 2/15/19	14951		1186.72	1186.72
		502,556.03	3,851.94	3851.94

YTD General Ledger
Grow GI Grant Fund
From Period 1 to 12 for 2019
Start Date 01/01/2019 End Date 12/30/2019

Apply Date	Description	Ref. No.	Income	Expenses	Balance
	Ending Balance - 2017				480,393.23
	Ending Balance - 2018				468,346.44
01/31/19	HF Interest January	14162	646.44		
02/15/19	HF Interest as of 2/15/19	14951	504.61		
02/15/19	Admin Fee as of 2/15/19	14951		1186.72	
			1151.05	1186.72	(35.67)
02/19/19	Fund Closed :: Check to Grow Grand Island, Inc. Funds Deposited :: Home Federal Bank	14884			948,704.00
	Interest - March		1137.15		949,841.15
	Interest - April		1457.29		951,298.44
	Interest - May		1413.92		952,712.36
	Interest - June		1278.98		953,991.34
	Interest - July		1509.40		955,500.74
	Interest - August		1374.35		956,875.09

Grow Grand Island - F&B Audit for City 2-Yr Agreement (as of 9/30/2018)

Transactions	Desc		
		\$1,000,000.00	Beginning Balance (2017 & 2018 deposits)
-\$135,228.00	Equine Stalls (2017)	-\$450,000.00	Project Disbursements
-\$164,772.00	Equine Stalls (2017)	-\$101,056.43	Admin Disbursements
-\$300,000.00	Subtotal	\$3,216.19	Earned Interest
		\$7,275.75	GICF Admin Fees
		-\$450,000.00	Undisbursed (2018)
		-\$5,115.99	
		\$444,884.01	Available at GICF as of 9/30/18
		\$5,115.99	Paid by GGI to Balance Admin/Interest/Fees
		\$450,000.00	Ending Balance

Note: City fiscal year is Oct-Sept.
GGI and GICF fiscal year is Jan-Dec.
GICF interest is calculated monthly.
GICF fee is calculated quarterly.
City agreement has 10% cap on admin expenses.

ck#1005

\$150,000.00

\$107,068.13

\$42,931.87

Administrative Cap

Administrative Expenses Recorded

Remaining Available

Jan-Dec	Allocation	Projects Total	Admin Total		GICF Fees	GICF Interest	Difference	Disbursement Total
2017	1,000,000.00	430,646.03	89,950.09	9.00%	2,565.80	(989.35)	1,576.45	520,596.12
2018	500,000.00	19,353.97	21,047.31	4.21%	7,425.17	(3,631.73)	3,793.44	40,401.28
GGI***			(5,115.99)					
2019	0.00	0.00	1,186.72		1,186.72	(1,151.05)	35.67	1,186.72
	1,500,000.00	450,000.00	107,068.13	7.14%	11,177.69	(5,772.13)	5,405.56	562,184.12

Oct-Sept	Allocation		Admin Total		GICF Fees	GICF Interest	Difference	
2016-17	500,000.00	430,646.03	29,130.28	5.83%	1,669.00	(644.15)	1,024.85	459,776.31
2017-18	500,000.00	19,353.97	79,201.90	15.84%	5,656.75	(2,571.95)	3,084.80	98,555.87
GGI***			(5,115.99)					
2018-19	500,000.00		3,851.94	0.77%	3,851.94	(2,556.03)	1,295.91	3,851.94
	1,500,000.00	450,000.00	107,068.13	7.14%	11,177.69	(5,772.13)	5,405.56	562,184.12

***GGI check deposited in the fund account to offset GICF fees.



City of Grand Island

Tuesday, September 24, 2019

Council Session

Item E-1

Public Hearing on Request from Amy Jeanene Schutte dba Bella Design & Décor, 110 East 3rd Street for a Class “C” Liquor License

Council action will take place under Consent Agenda item G-7.

Staff Contact: RaNae Edwards

Council Agenda Memo

From: RaNae Edwards, City Clerk

Meeting: September 24, 2019

Subject: Public Hearing on Request from Amy Jeanene Schutte dba Bella Design & Decor, 110 East 3rd Street for a Class “C” Liquor License

Presenter(s): RaNae Edwards, City Clerk

Background

Section 4-2 of the Grand Island City Code declares the intent of the City Council regarding liquor licenses and the sale of alcohol.

Declared Legislative Intent

- It is hereby declared to be the intent and purpose of the city council in adopting and administering the provisions of this chapter:
- (A) To express the community sentiment that the control of availability of alcoholic liquor to the public in general and to minors in particular promotes the public health, safety, and welfare;
 - (B) To encourage temperance in the consumption of alcoholic liquor by sound and careful control and regulation of the sale and distribution thereof; and
 - (C) To ensure that the number of retail outlets and the manner in which they are operated is such that they can be adequately policed by local law enforcement agencies so that the abuse of alcohol and the occurrence of alcohol-related crimes and offenses is kept to a minimum.

Discussion

Amy Jeanene Schutte dba Bella Design & Decor, 110 East 3rd Street has submitted an application for a Class “C” Liquor License. A Class “C” Liquor License allows for the sale of alcohol on and off sale only inside the corporate limits of the city.

City Council action is required and forwarded to the Nebraska Liquor Control Commission for issuance of all licenses. This application has been reviewed by the Clerk, Building, Fire, Health, and Police Departments. See attached Police Department report.

Staff recommends approval of the liquor license contingent upon final inspections and Ms. Schutte completing a state approved alcohol server/seller training program.

Alternatives

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

1. Approve the application.
2. Forward to the Nebraska Liquor Control Commission with no recommendation.
3. Forward to the Nebraska Liquor Control Commission with recommendations.
4. Deny the application.

Recommendation

Based on the Nebraska Liquor Control Commission's criteria for the approval of Liquor Licenses, City Administration recommends that the Council approve this application.

Sample Motion

Move to approve the application for Amy Jeanene Schutte dba Bella Design & Decor, 110 East 3rd Street for a Class "C" Liquor License contingent upon final inspections and completion of a state approved alcohol server/seller training program.

09/17/19
12:58

Grand Island Police Department
LAW SUPPLEMENTAL NARRATIVE

450
Page: 1

Incident number : L19091347
Sequence number : 1
Name : Vitera D
Date : 16:27:09 09/15/2019
Narrative : (see below)
318

Grand Island Police Department
Supplemental Report

Date, Time: Sun Sep 15 16:27:22 CDT 2019
Reporting Officer: Vitera
Unit- CID

Bella Design & Decor is applying for a Class C (beer, wine, distilled spirits, on and off sale) Individual Retail Liquor License. The owners are Amy and Michael Schutte. While perusing the application, I learned that: Amy and Michael didn't disclose any criminal convictions, they aren't borrowing any money to establish/operate the business, no one else will share in the business profits, and they've never had a liquor license before. The Schutte's have lived in Juniata, NE for the last twenty-two years. According to the business plan, Bella Design & Decor is a "home furnishings, decor, food and gift items, wine and olive oil tasting and retailing" business. They plan on having the store open Tuesday through Thursday 11:00 AM to 6:00 PM, and Friday and Saturday 11:00 AM to 8:00 PM.

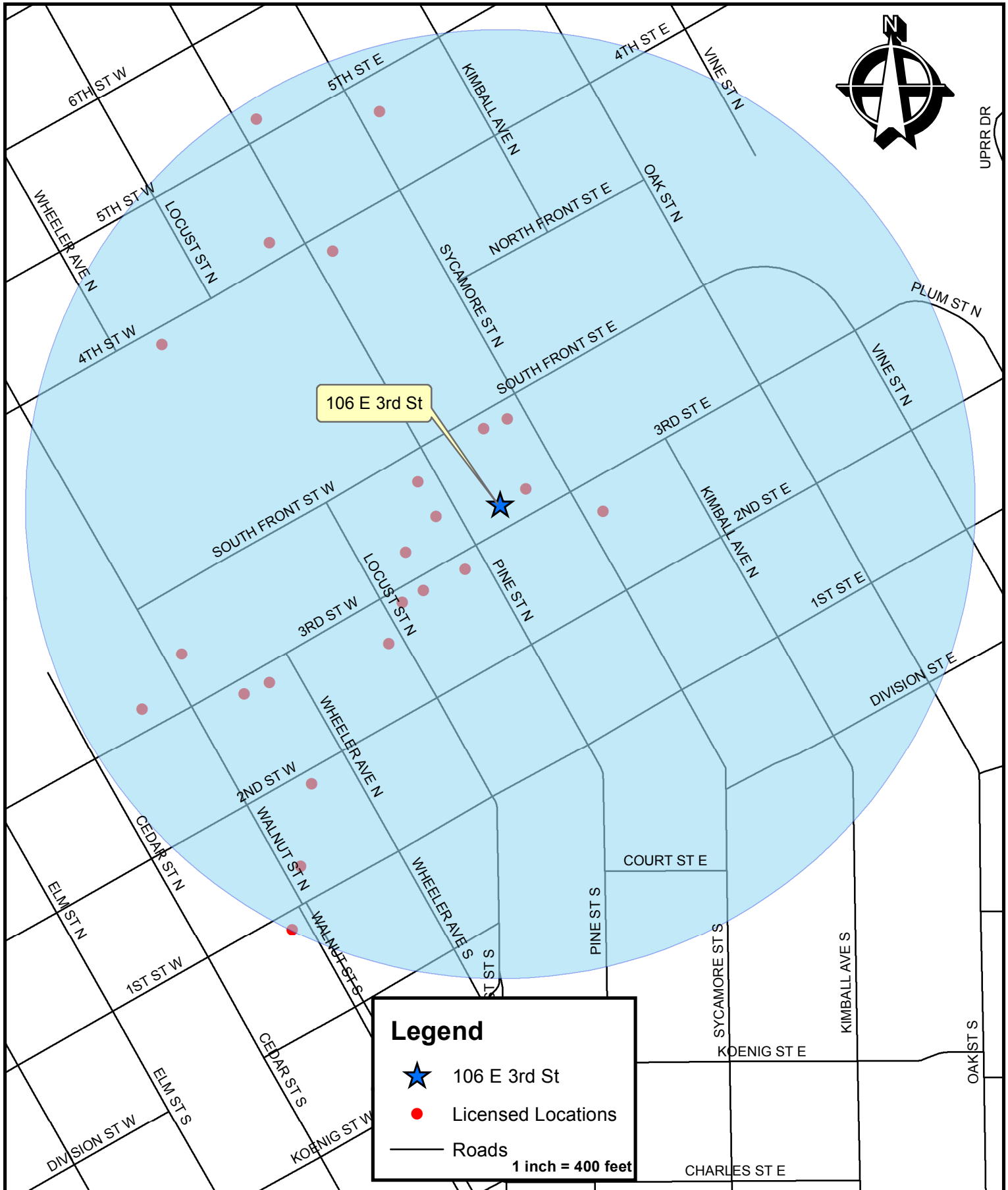
I checked on the Schutte's through Spillman and NCJIS. Each one had an entry in Spillman, but I did not see where either was cited or potentially convicted of a crime. Neither Amy nor Michael had any convictions listed in NCJIS. They each have a valid Nebraska driver's license, and neither one has any outstanding warrants for their arrest. I also checked on the Schutte's through a paid online law enforcement-only database which tends to provide reports on civil issues and personal identifying information. I did not find anything out of the ordinary on either one of them.

Nebraska State Patrol Investigator Joe Hansen and I met with Amy on 9/16/19 at 3:30 PM at her store. Investigator Hansen went through his checklist of questions with no concerns. After listening to Amy talk about her business and how she plans on running it, I don't have any concerns either. Since her application was filled out correctly and accurately, I really didn't have any questions for her.

All in all, after examining the application, reviewing the background of the applicants by checking several sources, and meeting with Amy; everything looks good. The Grand Island Police Department has no objection to Bella Design & Decor receiving a liquor license.

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Liquor License Application: Class "C" : Amy Jeanene Schutte d/b/a Bella Design & Décor





City of Grand Island

Tuesday, September 24, 2019

Council Session

Item E-2

Public Hearing on Request from Mayra Foods, LLC dba Sanchez Restaurant – Jaz’s Tacos, 218 So. Wheeler Avenue for a Class “I” Liquor License

Council action will take place under Consent Agenda item G-8.

Staff Contact: RaNae Edwards

Council Agenda Memo

From: RaNae Edwards, City Clerk

Meeting: September 24, 2019

Subject: Public Hearing on Request from Mayra Foods, LLC dba Sanchez Restaurant-Jaz's Tacos, 218 So. Wheeler Avenue for a Class "I" Liquor License

Presenter(s): RaNae Edwards, City Clerk

Background

Section 4-2 of the Grand Island City Code declares the intent of the City Council regarding liquor licenses and the sale of alcohol.

Declared Legislative Intent

- It is hereby declared to be the intent and purpose of the city council in adopting and administering the provisions of this chapter:
- (A) To express the community sentiment that the control of availability of alcoholic liquor to the public in general and to minors in particular promotes the public health, safety, and welfare;
 - (B) To encourage temperance in the consumption of alcoholic liquor by sound and careful control and regulation of the sale and distribution thereof; and
 - (C) To ensure that the number of retail outlets and the manner in which they are operated is such that they can be adequately policed by local law enforcement agencies so that the abuse of alcohol and the occurrence of alcohol-related crimes and offenses is kept to a minimum.

Discussion

Mayra Foods, LLC dba Sanchez Restaurant-Jaz's Tacos, 218 So. Wheeler Avenue has submitted an application for a Class "I" Liquor License. A Class "I" Liquor License allows for the sale of alcohol on sale only inside the corporate limits of the city.

City Council action is required and forwarded to the Nebraska Liquor Control Commission for issuance of all licenses. This application has been reviewed by the Clerk, Building, Fire, Health, and Police Departments. See attached Police Department report.

Also submitted was a request for Liquor Manager Designation for Mayra Betancourt, 241 So. Vine Street. Ms. Betancourt has completed a state approved alcohol server/seller training program. Staff recommends approval of the liquor license contingent upon final inspections.

Alternatives

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

1. Approve the application.
2. Forward to the Nebraska Liquor Control Commission with no recommendation.
3. Forward to the Nebraska Liquor Control Commission with recommendations.
4. Deny the application.

Recommendation

Based on the Nebraska Liquor Control Commission's criteria for the approval of Liquor Licenses, City Administration recommends that the Council approve this application.

Sample Motion

Move to approve the application for Mayra Foods, LLC dba Sanchez Restaurant-Jaz's Tacos, 218 So. Wheeler Avenue for a Class "I" Liquor License contingent upon final inspections and Liquor Manager Designation for Mayra Betancourt, 241 So. Vine Street.

09/12/19
13:05

Grand Island Police Department
LAW SUPPLEMENTAL NARRATIVE

450
Page: 1

Incident number : L19090645
Sequence number : 1
Name : Vitera D
Date : 10:50:57 09/08/2019
Narrative : (see below)
318

Grand Island Police Department
Supplemental Report

Date, Time: Sun Sep 08 10:51:07 DT 2019
Reporting Officer: Vitera
Unit- CID

Mayra Betancourt is applying for a Class I (beer, wine, distilled spirits, on sale only) LLC Retail Liquor License for Sanchez Plaza/Jaz's Tacos. She is also applying to become the liquor manager.

While perusing the application, I noticed that Mayra is married to Orlando Betancourt who signed a Spousal Affidavit of Non-Participation form. Mayra is buying the business of current liquor license holder, Sanchez Plaza. She also applied for a Temporary Operating Permit (TOP). Mayra disclosed seven traffic convictions, and Orlando disclosed four traffic convictions. Mayra is not borrowing any money from any source to establish/operate the business, and she won't be sharing any of the business profits with anyone. Mayra also stated that she's never had a liquor license before, and she and her husband have lived in Grand Island for the last fifteen years. Her business plan says that Jaz's Tacos will be open seven days a week serving traditional homemade authentic Mexican food. It goes on to say that "Every restaurant that serves Mexican food has to serve alcohol and so we plan to sell alcohol."

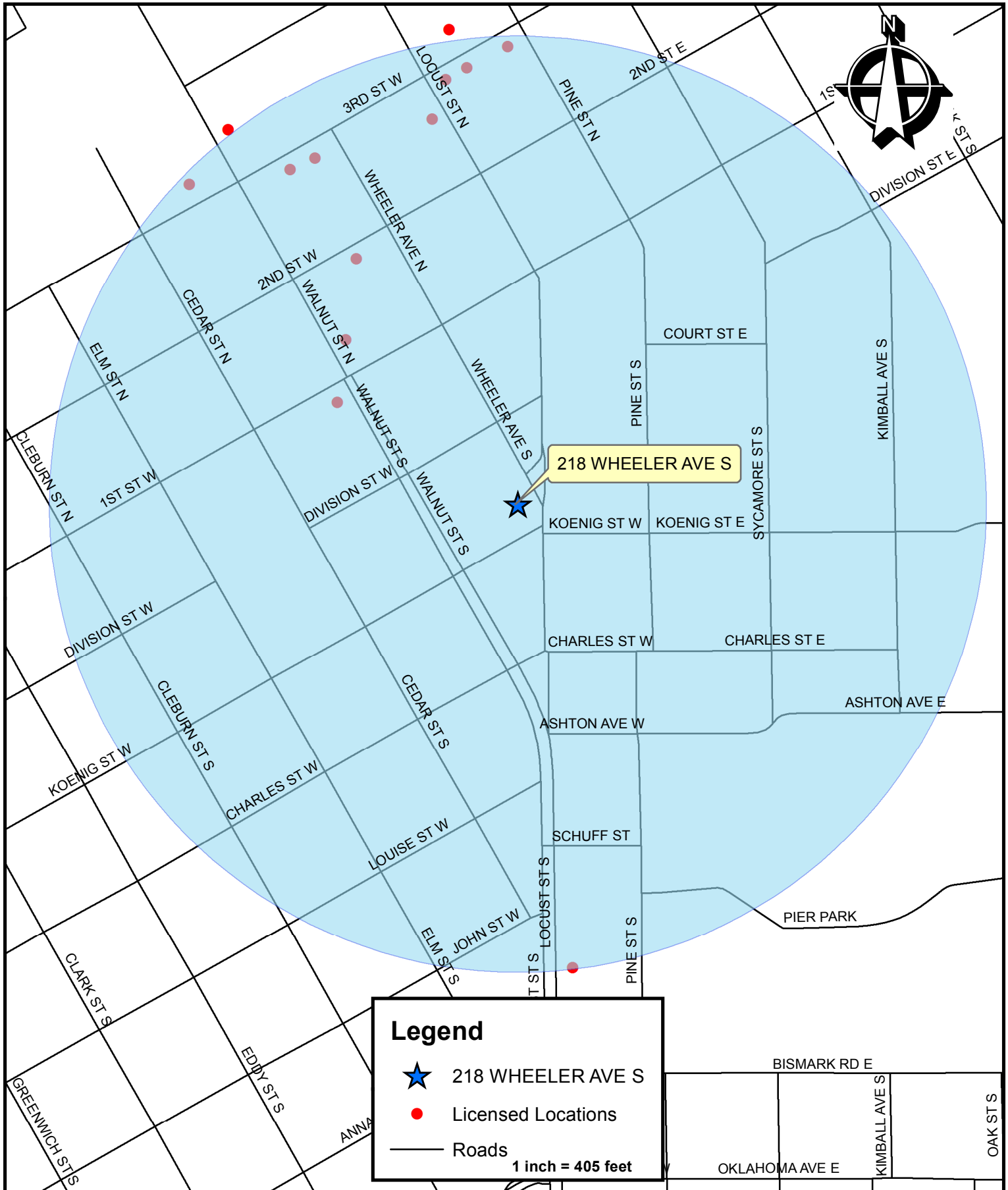
Spillman and NCJIS were checked for Mayra and Orlando. Neither one have anything listed except traffic convictions which appear to be accounted for in the application. Mayra and Orlando each have a valid Nebraska driver's license, and neither one has any outstanding arrest warrants. I also checked on the Betancourt's through a paid online law enforcement-only database which tends to provide mostly personal identifying information and information about civil issues. I didn't find anything out of the ordinary on either one of them.

Nebraska State Patrol Investigator Joe Hansen made an appointment to meet with Mayra on 9/9/19 at 1300 hours. We met with her at the agreed upon place and time. Before I could ask many questions or go over the application with Mayra, I got called away. I later spoke to Investigator Hansen who advised that he completed the interview, doesn't have any concerns, and will be recommending an approval of the license.

Based upon a favorable review of the application, no criminal history except traffic convictions, and the meeting with Investigator Hansen, the Grand Island Police Department has no objection to Jaz's Tacos receiving a liquor license or to Mayra Betancourt becoming the liquor manager.

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Liquor License Application: Class "I" : Jaz's Tacos





City of Grand Island

Tuesday, September 24, 2019

Council Session

Item E-3

Public Hearing on Acquisition of Utility Easement - 4075 West 13th Street - Hall County School District 2

Council action will take place under Consent Agenda item G-14.

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

From: Tim Luchsinger, Utilities Director
Stacy Nonhof, Interim City Attorney

Meeting: September 24, 2019

Subject: Acquisition of Utility Easement – 4075 West 13th Street –
Hall County School District 2

Presenter(s): Timothy Luchsinger, Utilities Director

Background

Nebraska State Law requires that acquisition of property must be approved by City Council. The Utilities Department needs to acquire utility easement relative to the property of Hall County School District 2, through a part of Lot One (1), Block Two (2), Neumann Second Subdivision (4075 West 13th Street), in the City of Grand Island, Hall County, Nebraska, in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers.

Discussion

The Utilities Department plans to convert the overhead electric feeder lines to underground along 13th Street from Redwood Road to North Road. A six-inch conduit with 500 mcm cable and a four-inch future conduit will be installed along the north line of the property to accommodate the conversion project. The proposed easement will allow the Utilities Department to install, access, operate and maintain the electrical infrastructure at this location.

Alternatives

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

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

Recommendation

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

Sample Motion

Move to approve acquisition of the Utility Easement.



City of Grand Island

Tuesday, September 24, 2019

Council Session

Item F-1

#9750 - Consideration of Approving Salary Ordinance

Staff Contact: Aaron Schmid, Human Resources Director

Council Agenda Memo

From: Aaron Schmid, Human Resources Director

Meeting: September 24, 2019

Subject: Consideration of Approving Salary Ordinance No. 9750

Presenter(s): Aaron Schmid, Human Resources Director

Background

The salary ordinance for employees of the City of Grand Island comes before Council when changes are necessary. The following explains the proposed changes to the salary ordinance.

Discussion

The proposed salary ordinance recognizes the changes to the collective bargaining agreement between the City of Grand Island the Fraternal Order of Police, Grand Island Lodge No. 24 effective October 1, 2019.

The ordinance amends the following:

- the salary ranges of employees covered under the agreement,
- adds the classification and salary range of Police Lieutenant,
- removes the Training and Special Events bank;
- amends the medical leave payout at separation or employment or death,
- amends shift differential, and
- amends longevity pay,

Lastly, the ordinance includes a correction to the listed salary range of the IBEW Utilities - Utility Groundman classification. The wages are listed as \$28.0000 / \$20.0188. The proposed ordinance corrects the wages to \$20.0188 / \$28.0000.

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 proposed Salary Ordinance No. 9750.

Sample Motion

Move to approve Salary Ordinance No. 9750.

ORDINANCE NO. 9750

An ordinance to amend Ordinance 9744 known as the Salary Ordinance which lists the currently occupied classifications of officers and employees of the City of Grand Island, Nebraska and established the ranges of compensation of such officers and employees; to amend the salary ranges of employees covered under the FOP labor agreement; to add the FOP position and salary range of Police Lieutenant; to remove the FOP Training and Special Events Bank; to amend the FOP medical leave payout at separation of employment or death; to amend shift differential pay; to amend the FOP longevity pay; -to correct the listed salary range of the IBEW – Utilities Utility Groundman; to remove the non union positions and salary ranges of the Assistant City Administrator, the Assistant to the City Administrator, the Civil Engineering Manager Utility PCC, and the Public Information Officer; to add the non union position and salary range of Deputy City Clerk; to amend the salary ranges of non union employees; to rename the IAFF position of Shift Commander to Battalion Chief; to add Longevity pay to the employees covered under the IAFF labor agreement; to add mileage reimbursement for IAFF employees using personal vehicles when moving between stations; to amend the salary ranges of employees covered under the IAFF labor agreement, the IBEW Service/Clerical/Finance, IBEW Wastewater, and the IBEW Utilities labor agreements; and to repeal those portions of Ordinance No. 9744 and any parts of other ordinances in conflict herewith; to provide for severability; to provide for the effective date thereof; and to provide for publication of this ordinance in pamphlet form.

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

SECTION 1. The currently occupied classifications of officers and general employees of the City of Grand Island, and the ranges of compensation (salary and wages,

Approved as to Form ☐ _____
 ☒ City Attorney

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excluding shift differential as provided by Personnel Rules & Regulations) to be paid for such classifications, and the number of hours and work period which certain officers and general employees shall work prior to overtime eligibility are as follows:

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Accountant	26.4150/38.6380	Exempt
Accounting Technician – Solid Waste	20.4135/25.8403	40 hrs/week
Administrative Coordinator – Public Works	22.0092/31.6931	40 hrs/week
Assistant Finance Director	35.2700/51.4400	Exempt
Assistant Public Works Director/Engineering	41.1300/63.0000	Exempt
Assistant Utilities Director – Engineering/Business Operations	56.0485/81.7800	Exempt
Assistant Utilities Director – Production	56.0485/81.7800	Exempt
Assistant Utilities Director – Transmission	56.0485/81.7800	Exempt
Attorney	35.0573/52.0769	Exempt
Building Department Director	41.2900/60.9300	Exempt
Cemetery Superintendent	26.2260/38.5105	Exempt
City Administrator	76.1973/88.7644	Exempt
City Attorney	51.1831/71.0744	Exempt
City Clerk	33.8388/45.3688	Exempt
Civil Engineer I	31.3740/44.5826	Exempt
Civil Engineer II	35.6038/51.2718	Exempt
Collection System Supervisor	26.3531/38.5602	40 hrs/week
Community Development Administrator	23.0800/33.5800	40 hrs/week
Community Service Officer – Part time	16.8469/23.5356	40 hrs/week
Custodian – Library, Police	15.5701/21.6946	40 hrs/week
Customer Service Representative	10.6729/14.7180	40 hrs/week
Customer Service Team Leader	21.5389/29.8815	Exempt
Deputy City Clerk	27.4400/35.5280	40 hrs/week
Electric Distribution Superintendent	41.2596/54.9768	Exempt
Electric Distribution Supervisor	38.8735/52.9283	40 hrs/week
Electric Underground Superintendent	41.2596/54.9768	Exempt
Electrical Engineer I	30.3798/43.3486	Exempt
Electrical Engineer II	34.8211/50.1998	Exempt
Emergency Management Deputy Director	28.9309/42.5398	Exempt

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Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Emergency Management Director	41.1754/60.9343	Exempt
Engineer I – Public Works	34.6000/48.2600	Exempt
Engineer I – WWTP	34.6000/48.2600	Exempt
Engineering Technician - WWTP	22.7343/31.8463	40 hrs/week
Equipment Operator - Solid Waste	20.1229/28.0023	40 hrs/week
Finance Director	46.7955/70.9710	Exempt
Finance Operations Supervisor	25.1200/35.2000	Exempt
Fire Chief	46.7670/69.8151	Exempt
Fire EMS Division Chief	39.6795/56.2614	Exempt
Fire Operations Division Chief	39.6795/56.2614	Exempt
Fire Prevention Division Chief	39.6795/56.2614	Exempt
Fleet Services Shop Foreman	26.0843/38.8784	40 hrs/week
GIS Coordinator - PW	29.8365/44.5116	Exempt
Golf Course Superintendent	26.3811/38.1699	Exempt
Grounds Management Crew Chief – Cemetery	22.0203/32.3915	40 hrs/week
Grounds Management Crew Chief – Parks	23.6475/33.8464	40 hrs/week
Human Resources Director	41.5100/62.1000	Exempt
Human Resources Benefits/Risk Mgmt Coordinator	25.1073/37.3863	40 hrs/week
Human Resources Recruiter	25.1073/37.3863	40 hrs/week
Human Resources Specialist	25.1073/37.3863	40 hrs/week
Information Technology Manager	39.8171/60.2115	Exempt
Legal Secretary	21.9574/30.7236	40 hrs/week
Librarian I	24.7613/33.1573	Exempt
Librarian II	27.9810/36.9788	Exempt
Library Assistant I	16.0535/23.2007	40 hrs/week
Library Assistant II	19.8390/28.0855	40 hrs/week
Library Director	44.9256/68.3671	Exempt
Library Page	11.4129/15.7445	40 hrs/week
Library Secretary	17.6121/24.4772	40 hrs/week
Maintenance Worker – Golf	17.0125/26.3171	40 hrs/week
Meter Reader Supervisor	24.8044/32.1658	Exempt
MPO Program Manager	28.5770/42.0450	Exempt
Office Manager – Police Department	21.0390/30.5340	40 hrs/week
Parks and Recreation Director	44.9156/67.9979	Exempt
Parks Superintendent	33.4069/49.3428	Exempt

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Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Payroll Specialist	21.8505/31.8161	40 hrs/week
Planner I	25.0900/36.0300	40 hrs/week
Planning Director	42.4161/63.6235	Exempt
Police Captain	38.9895/56.3971	Exempt
Police Chief	47.6514/71.6401	Exempt
Power Plant Maintenance Supervisor	37.4591/51.1981	Exempt
Power Plant Operations Supervisor	39.1313/54.6741	Exempt
Power Plant Superintendent – Burdick	45.5090/63.4500	Exempt
Power Plant Superintendent – PGS	51.0104/72.9678	Exempt
Public Works Director	48.0175/71.8620	Exempt
Public Works Engineer	34.6028/50.6015	Exempt
Receptionist	17.1392/26.3534	40 hrs/week
Recreation Coordinator	24.6495/35.1719	Exempt
Recreation Superintendent	33.4353/50.2938	Exempt
Regulatory and Environmental Manager	41.1493/57.4829	Exempt
Senior Civil Engineer	37.6163/55.7655	Exempt
Senior Electrical Engineer	40.4714/57.1761	Exempt
Senior Public Safety Dispatcher	21.2775/28.3220	40 hrs/week
Senior Utility Secretary	19.6160/26.9908	40 hrs/week
Shooting Range Superintendent	29.7586/44.9183	Exempt
Solid Waste Division Clerk - Full Time	20.4252/25.7922	40 hrs/week
Solid Waste Division Clerk - Part Time	18.3827/23.2130	40 hrs/week
Solid Waste Foreman	24.2594/33.8702	40 hrs/week
Solid Waste Superintendent	34.5540/51.0973	Exempt
Street Superintendent	32.6403/48.2648	Exempt
Street Foreman	25.3949/37.3590	40 hrs/week
Transit Program Manager	28.5300/41.6300	Exempt
Turf Management Specialist	23.7096/33.6482	40 hrs/week
Utilities Director	75.7041/102.4728	Exempt
Utility Production Engineer	39.4781/57.9095	Exempt
Utility Warehouse Supervisor	28.2792/39.3908	40 hrs/week
Victim Assistance Unit Coordinator	17.3274/24.9070	40 hrs/week
Victim/Witness Advocate	15.8857/22.8289	40 hrs/week
Wastewater Plant Chief Operator	25.5094/36.6879	40 hrs/week
Wastewater Plant Engineer	35.5893/53.8583	Exempt

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Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Wastewater Plant Operations Engineer	34.7543/52.0493	Exempt
Wastewater Plant Maintenance Supervisor	26.8071/38.4864	40 hrs/week
Wastewater Plant Regulatory Compliance Manager	33.9519/41.0848	Exempt
Water Superintendent	33.4413/49.0888	Exempt
Water Supervisor	26.7174/41.0040	40 hrs/week
Worker / Seasonal	9.0000/20.0000	Exempt
Worker / Seasonal	9.0000/20.0000	40 hrs/week
Worker / Temporary	9.0000/20.0000	40 hrs/week
Worker / Parks & Recreation Part time	9.0000/20.0000	40 hrs/week

Aquatics staff who refer new lifeguards will receive a stipend for the referral, upon meeting the following criteria:

- The referral cannot have worked as a City of Grand Island lifeguard in the past.
- The referral must pass a background check, complete and pass a free lifeguard class, and work for at least 80 hours.
- Aquatics staff shall be paid for their referral as follows:
 - 1 referral – \$50.00
 - 2 referrals - \$75.00
 - 3 or more referrals - \$100.00

SECTION 2. The currently occupied classifications of employees of the City of Grand Island included under the AFSCME labor agreement, and the ranges of compensation (salary and wages, excluding shift differential as provided by contract) to be paid for such classifications, and the number of hours and work period which certain such employees included under the AFSCME labor agreement shall work prior to overtime eligibility are as follows:

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Equipment Operator – Streets	20.8650/30.9087	40 hrs/week

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Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Fleet Services Mechanic	23.3145/34.5422	40 hrs/week
Horticulturist	23.8961/35.4669	40 hrs/week
Maintenance Worker – Cemetery	19.7275/29.2485	40 hrs/week
Maintenance Worker – Parks	19.4596/28.8679	40 hrs/week
Maintenance Worker – Streets	19.4506/28.8342	40 hrs/week
Senior Equipment Operator – Streets	22.3929/33.2126	40 hrs/week
Senior Maintenance Worker – Streets	22.2384/32.9835	40 hrs/week
Traffic Signal Technician	22.0846/32.7555	40 hrs/week

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

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Administrative Assistant-Utilities	21.9201/31.1427	40 hrs/week
Custodian	17.3168/21.4065	40 hrs/week
Electric Distribution Crew Chief	38.9666/50.8883	40 hrs/week
Electric Underground Crew Chief	38.9666/50.8883	40 hrs/week
Engineering Technician I	25.6354/33.5904	40 hrs/week
Engineering Technician II	32.4212/42.0591	40 hrs/week
Instrument Technician	34.3553/45.2280	40 hrs/week
Lineworker Apprentice	26.6079/36.6610	40 hrs/week
Lineworker First Class	33.0441/41.8296	40 hrs/week
Materials Handler	31.0007/38.0597	40 hrs/week
Meter Reader	20.8602/27.9301	40 hrs/week
Meter Technician	31.3285/36.6107	40 hrs/week
Power Dispatcher I	33.7325/40.5910	40 hrs/week
Power Dispatcher II	40.1796/48.0800	40 hrs/week

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Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Power Plant Maintenance Mechanic	31.9732/42.0591	40 hrs/week
Power Plant Operator	34.5848/41.9279	40 hrs/week
Senior Engineering Technician	33.2735/43.6982	40 hrs/week
Senior Materials Handler	33.4702/43.5889	40 hrs/week
Senior Meter Reader	22.0869/28.7680	40 hrs/week
Senior Power Dispatcher	46.4846/54.8986	40 hrs/week
Senior Power Plant Operator	40.6167/48.5947	40 hrs/week
Senior Substation Technician	39.6994/44.7362	40 hrs/week
Senior Water Maintenance Worker	25.8211/35.9365	40 hrs/week
Substation Technician	39.5895/41.3051	40 hrs/week
Systems Technician	38.9776/45.0094	40 hrs/week
Tree Trim Crew Chief	30.7493/41.4471	40 hrs/week
Utility Electrician	31.9513/42.3869	40 hrs/week
Utility Groundman	28.0000 20.0188/ 28.0000	40 hrs/week
Utility Secretary	21.0568/29.3725	40 hrs/week
Utility Technician	34.2461/42.5617	40 hrs/week
Utility Warehouse Clerk	23.8324/30.1483	40 hrs/week
Water Maintenance Worker	24.6738/32.5960	40 hrs/week
Wireworker I	23.8324/36.0600	40 hrs/week
Wireworker II	33.0441/41.8296	40 hrs/week

SECTION 4. The currently occupied classifications of employees of the City of Grand Island included under the FOP labor agreement, and the ranges of compensation (salary and wages, excluding shift differential as provided by contract) to be paid for such classifications, and the number of hours and work period which certain such employees included under the FOP labor agreement shall work prior to overtime eligibility are as follows:

Classification	Hourly Pay Range Min/Max	
Police Officer	21.9840/33.6797 22.6435/35.9531	
Police Sergeant	27.5151/41.3182 31.3672/42.6610	

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<u>Police Lieutenant</u>	<u>34.6000/48.6219</u>	
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OVERTIME ELIGIBILITY

The City has reserved its right to the utilization of the 207(k) FLSA exemption ~~and will implement this as the hours of work effective the first full pay period following the execution of the labor agreement.~~ The pay period for purposes of calculating overtime shall consist of a fourteen (14) day cycle that runs concurrent with the City's current payroll cycle. For purposes of calculating eligibility for overtime, "hours worked" shall include actual hours worked, vacation, personal leave and holiday hours. Employees shall be eligible for overtime when they exceed their hours scheduled for work in the fourteen (14) day pay cycle with a minimum of eighty (80) hours. ~~There shall also be established for each employee in the bargaining unit a Training and Special Events bank of thirty (30) hours per individual per contract year. Each employee may be scheduled for training or special event duty with a minimum of seven (7) days notice prior to the commencement of the pay period and the training and special events bank hours may be added to the eighty (80) hour, two (2) week pay period up to eighty-six (86) hours and these hours shall not be eligible for overtime. Training and special events hours worked in excess of eighty-six (86) hours in a two week pay period will be eligible for overtime, but will not be subtracted from the Training and Special Events bank.~~ All work completed after eighty (80) hours in a pay period that is performed for work that is funded by grants from parties outside or other than the City of Grand Island, shall be paid overtime for the time worked after

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eighty (80) hours, if the time is funded at overtime rates by the grant. ~~Any such grant hours are not deducted from the Training and Special Events bank.~~

SECTION 5. The currently occupied classifications of employees of the City of Grand Island included under the IAFF labor agreement, and the ranges of compensation (salary and wages, excluding shift differential as provided by contract) to be paid for such classifications, and the number of hours and work period which certain such employees included under the IAFF labor agreement shall work prior to overtime eligibility are as follows:

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Fire Captain	22.1366/28.4820	212 hrs/28 days
Firefighter / EMT	16.6877/23.2313	212 hrs/28 days
Firefighter / Paramedic	18.0399/25.3581	212 hrs/28 days
Life Safety Inspector	25.4583/33.1935	40 hrs/week
Battalion Chief	28.4540/32.7824	212 hrs/28 days

IAFF employees, with the exception of the Life Safety Inspector, will be eligible for overtime pay for hours worked in excess of 212 hours in each 28-day pay period, unless recall or mandatory overtime is required as specified in the IAFF labor agreement. When an employee is assigned as an Apparatus Operator (not including ambulance or service vehicles) the employee will receive an additional fifty cents (\$.50) per hour.

SECTION 6. The currently occupied classifications of the employees of the City of Grand Island included under the IBEW Wastewater Treatment Plant labor agreement, and the ranges of compensation salary and wages, excluding shift differential as provided by contract, to be paid for such classifications, and the number of hours and work period which certain such

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employees included under the IBEW Wastewater Treatment Plant labor agreement shall work prior to overtime eligibility are as follows:

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Accounting Technician – WWTP	18.5411/26.9638	40 hrs/week
Biosolids Technician	21.4846/32.0754	40 hrs/week
Equipment Operator – WWTP	19.8813/27.9091	40 hrs/week
Lead Maintenance Mechanic	22.6243/32.3034	40 hrs/week
Lead Maintenance Worker	21.3132/29.9900	40 hrs/week
Lead Wastewater Plant Operator	23.7147/33.9967	40 hrs/week
Maintenance Mechanic I	19.3955/28.2451	40 hrs/week
Maintenance Worker – WWTP	19.7011/28.4653	40 hrs/week
Stormwater Program Manager	23.3249/33.9725	40 hrs/week
Wastewater Plant Laboratory Technician	21.5806/30.1151	40 hrs/week
Wastewater Plant Operator I	19.4564/27.3467	40 hrs/week
Wastewater Plant Operator II	21.9202/30.9318	40 hrs/week

SECTION 7. The currently occupied classifications of the employees of the City of Grand Island included under the IBEW Service/Clerical/Finance labor agreement, and the ranges of compensation salary and wages to be paid for such classifications, and the number of hours and work period which certain such employees included under the IBEW Service/Clerical/Finance labor agreement shall work prior to overtime eligibility are as follows:

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Accounting Clerk	17.7758/25.0186	40 hrs/week
Accounting Technician – Streets	20.6086/27.1846	40 hrs/week
Accounts Payable Clerk	19.2750/27.4436	40 hrs/week
Administrative Assistant-Bldg, Fire, Parks, Planning	20.0426/28.7466	40 hrs/week
Administrative Assistant – Public Works	20.7989/30.0162	40 hr/week
Audio Video Technician	22.6223/30.8696	40 hrs/week
Building Inspector	23.1441/34.0970	40 hrs/week
Cashier	17.7704/24.3535	40 hrs/week
Community Service Officer	16.8469/23.5356	40 hrs/week
Computer Operator	23.8896/32.3226	40 hrs/week

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Computer Technician	24.8770/34.7203	40 hrs/week
Crime Analyst	23.6446/31.4740	40 hrs/week
Electrical Inspector	23.2534/34.0460	40 hrs/week
Emergency Management Coordinator	20.7916/30.0162	40 hrs/week
Engineering Technician – Public Works	23.0241/32.4715	40 hrs/week
Evidence Technician	18.9149/27.5594	40 hrs/week
GIS Coordinator	29.6004/43.6354	40 hrs/week
Maintenance Worker I – Building, Library, Police	16.8177/23.4604	40 hrs/week
Maintenance Worker II – Building, Library, Police	19.0859/25.7470	40 hrs/week
Payroll Clerk	19.6062/27.0001	40 hrs/week
Plans Examiner	23.4249/34.5678	40 hrs/week
Plumbing/Mechanical Inspector	23.2607/33.8202	40 hrs/week
Police Records Clerk	17.2105/24.4452	40 hrs/week
Public Safety Dispatcher	19.9030/27.0934	40 hrs/week
Senior Accounting Clerk	19.8226/27.4663	40 hrs/week
Shooting Range Operator	25.2024/33.9923	40 hrs/week
Wastewater Secretary	19.4007/27.3830	40 hrs/week

The hourly rates for Community Service Officers training new Community Service Officers shall increase three percent (3%) during the training period.

SECTION 8. A shift differential of twenty-five cents (\$0.25) per hour shall be added to the base hourly wage for persons in the non-union employee classification of Senior Public Safety Dispatcher who work any hours or portion thereof between 3:00 p.m. and 11:00 p.m. Employees who work any hours or portion thereof from 11:00 p.m. to 7:00 a.m. will receive a shift differential of thirty-five cents (\$0.35) per hour. This does not include persons who work the day shift. Shift differential will only be paid for actual hours worked. Paid leave will not qualify for the shift differential pay.

A shift differential of twenty-five cents (\$0.25) per hour shall be added to the base hourly wage for persons covered by the IBEW Service/Clerical/Finance labor agreement in

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the employee classification Public Safety Dispatcher who work a complete shift between 3:00 p.m. and 11:00 p.m. A shift differential of thirty-five cents (\$0.35) per hour shall be added to the base hourly wage for persons covered by the IBEW Service/Clerical/Finance labor agreement in the employee classification of Public Safety Dispatcher who work a complete shift between 11:00 p.m. to 7:00 a.m. This does not include persons who work the day shift. Shift differential will only be paid for actual hours worked. Paid leave will not qualify for the shift differential pay. A shift differential of \$0.25 per hour shall be added to the base hourly wage for persons who work rotating shifts covered by the IBEW Utilities labor agreement in the employee classifications of Power Dispatcher I, Power Dispatcher II, Power Plant Operator, Senior Power Dispatcher and Senior Power Plant Operator. All employees covered under the FOP labor agreement and are regularly assigned to a shift whose majority of hours occur between 1800 hours and 0600 hours, shall be paid an additional ~~thirty~~^{forty}-five cents (\$0.~~35~~⁴⁵) per hour. Full time employees covered in the AFSCME labor agreement normally assigned to a work schedule commencing between 4 a.m. and 11 a.m., who are temporarily assigned to a work schedule commencing before 4 a.m. or after 11 a.m., shall receive a shift differential of twenty-five cents (\$0.25) per hour added to the base hourly rate for the hours worked during such temporary assignment. Full time employees covered in the IBEW Wastewater Treatment Plant labor agreement who are regularly scheduled to work swing shift will receive an additional twenty-five cents (\$0.25) per hour; employees who are regularly schedule to work graveyard shift will receive an additional thirty-five cents (\$0.35) per hour for wages attributable to those shifts. Employees working twelve (12) or ten (10) hour shifts will receive an additional twenty-five cents (\$0.25) per hour for wages attributable to the evening shift.

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

Each employee covered by the IAFF labor agreement after their first year, except Life Safety Inspector, will be credited Five Hundred Twenty-five dollars (\$525.00) annual credit to be used for the purchase of the uniform item purchases as needed. New hires will receive Four Hundred dollars (\$400.00) credit for the purchase of initial uniforms. After probation they shall receive an additional Five Hundred dollars (\$500.00) for the purchase of a Class A uniform or other items as necessary. All employees of the FOP labor agreement shall be paid a clothing and uniform allowance in addition to regular salary at the rate of Three Hundred Twenty-five dollars (\$325.00) semi-annually. If any such employee covered by the FOP labor agreement shall resign, or his or her employment be terminated for any reason whatsoever, the clothing allowance shall be paid on a prorata basis, but no allowance shall be made for a fraction of a month. New employees covered by the IBEW Utilities labor agreement who are required to wear full fire retardant (FR) clothing will be eligible for a one-time reimbursement up to One Thousand Two Hundred dollars (\$1,200.00) to purchase or rent required uniforms. All other employees required to wear full FR clothing will be eligible for reimbursement up to Seven Hundred (\$700.00) in Years 1 and 2; in Year 3 eligible up to One Thousand dollars (\$1,000.00). The non-union position of Meter Reader Supervisor who are required to wear full fire retardant clothing will be eligible for an annual stipend of Seven Hundred dollars (\$700.00) in Years 1 and 2; in Year 3 eligible up to One Thousand dollars (\$1,000.00) to purchase or rent required uniforms. Those employees who are required to wear partial fire retardant clothing will be eligible for an annual

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stipend of Three Hundred Fifty dollars (\$350.00). Employees will be reimbursed for said purchases with a receipt showing proof of purchase. Employees in the non-union Community Service Officer Part Time position shall be paid a prorated uniform allowance based on hours worked, not to exceed Twenty-five dollars (\$25.00) per pay period. Full-time Community Services Officers shall be paid a uniform allowance at the rate of Twenty-five dollars (\$25.00) per pay period.

Fire Chief and Fire Division Chiefs shall be paid a clothing allowance of Four Hundred Eighty-four dollars and eight cents (\$484.08) per year, divided into twenty-four (24) pay periods. Police Chief and Police Captains shall be paid a clothing allowance of Six hundred Fifty dollars (\$650.00) per year, divided into twenty-six (26) pay periods.

Non-union employees and employees covered by the AFSCME labor agreement, FOP labor agreement, IAFF labor agreement, IBEW Service/Clerical/Finance and Wastewater Treatment Plant labor agreements may receive an annual stipend not to exceed One Thousand Five Hundred dollars (\$1,500.00) for bilingual pay.

Employees covered by the AFSCME labor agreement shall be granted a meal allowance of Ten Dollars (\$10.00) if they are required to work two (2) hours overtime consecutively with their normal working hours during an emergency situation, and if such overtime would normally interfere with and disrupt the employee's normal meal schedule. Employees covered by the IBEW - Utilities labor agreement and the IBEW-Wastewater Treatment Plant labor agreement shall be allowed a meal allowance for actual cost, or up to Twelve dollars (\$12.00) per meal, if they are required to work two (2) hours overtime consecutively with their normal working hours and if such overtime would normally interfere with and disrupt the employee's normal meal schedule. Direct supervisors of employees who are

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covered by labor agreements which allow overtime meal allowance shall be entitled to the same meal allowance benefit. Non-exempt direct supervisors of employees who are covered by labor agreements which allow stand-by pay shall be entitled to the same stand-by pay benefit.

Utilities Department personnel in the IBEW bargaining unit and the classifications of Meter Reader Supervisor, Power Plant Superintendent, Power Plant Supervisor, Electric Distribution Superintendent, Electric Distribution Supervisor, Water Superintendent, Water Supervisor, and Electric Underground Superintendent shall be eligible to participate in a voluntary uniform program providing an allowance up to Eighteen dollars (\$18.00) per month. When protective clothing is required for personnel covered by the IBEW Utilities and IBEW Wastewater Treatment Plant labor agreements and employees covered by the AFSCME labor agreement, except the Fleet Services Division of the Public Works Department, the City shall pay sixty percent (60%) of the actual cost of providing and cleaning said clothing and the employees forty percent (40%) of said cost. Full-time Fleet Services personnel shall receive a uniform allowance of Twelve Dollars (\$12) biweekly. Public Works Department personnel in the job classifications of Fleet Services Shop Foreman and Fleet Services Mechanic shall receive a tool allowance of Thirty dollars (\$30.00) biweekly.

SECTION 9. Employees shall be compensated for unused medical leave as follows:

1. (A) _____ All employees covered in the IBEW Utilities labor agreement shall have a contribution to a VEBA made on their behalf for fifty-three percent (53%) of their accumulated medical leave at the time of their retirement, early retirement, or death, not to exceed five hundred eighty-six and eighteen hundredths (586.18) hours [calculated at 53% x 1,106 hours], the

ORDINANCE NO. 9750 (Cont.)

rate of compensation to be based on the employee's salary at the time of retirement or death. Employees covered in the IAFF labor agreement, with the exception of Life Safety Inspector, shall have a contribution to a VEBA made on their behalf in lieu of payment for thirty-eight percent (38%) of their accumulated medical leave at the time of their retirement, not to exceed six hundred five and thirty-four hundredths hours (605.34) [calculated at 38% x 1,593 hours]. The Life Safety Inspector shall have a contribution to a VEBA made on their behalf in lieu of payment for fifty percent (50%) of their accumulated medical leave at the time of their retirement, not to exceed five hundred forty-two (542) hours [calculated at 50% x 1,084 = 542]. The amount of contribution will be based upon the employee's salary at the time of retirement. Employees covered by the IBEW Service/Clerical/Finance labor agreements shall have a contribution to a VEBA made on their behalf in lieu of payment for thirty-five percent (35%) of their accumulated medical leave at the time of retirement, early retirement, or death, based on the employee's salary at the time of retirement, not to exceed four-hundred sixty-eight and sixty-five-hundredths (468.65) hours [calculated at 35% x 1,339 hours]. Employees covered by the IBEW Wastewater labor agreement shall have a contribution to a VEBA made on their behalf in lieu of payment for thirty-six percent (36%) of their accumulated medical leave at the time of retirement, early retirement, or death, based on the employee's salary at the time of retirement not to exceed four-hundred eighty-two and four-hundredths hours (482.04) [calculated at 36% x 1,339 hours]. Non-union employees shall have a

ORDINANCE NO. 9750 (Cont.)

contribution to a VEBA made on their behalf in lieu of payment for fifty-three percent (53%) of their accumulated medical leave at the time of their retirement, not to exceed five hundred eighty-six and eighteen-hundredths (586.18) hours [calculated at 53% x 1,106 hours]. The amount of contribution will be based upon the employee's salary at the time of retirement. Employees covered by the AFSCME labor agreement shall have a contribution to a VEBA made on their behalf in lieu of payment for thirty-five percent (35%) of their accumulated medical leave bank at the time of their retirement, based on the employee's salary at the time of retirement not to exceed four hundred sixty-eight and sixty-five hundredths hours (468.65) [calculated at 35% x 1,339 hours]. Employees covered under the FOP labor agreement shall be paid twenty percent (20%) for their accumulated medical leave at separation of employment after twenty (20) years of service; forty percent (40%) for their accumulated medical leave at separation of employment after twenty-five (25) years of service; fifty percent (50%) of accumulated medical leave for a death not occurring in the line of duty and one hundred percent (100%) of accumulated medical leave for a death occurring in the line of duty. The rate of compensation is based on the employee's salary at the time of separation. The payout for medical leave shall be made to a VEBA made on their behalf in lieu of payment.

~~thirty-seven and one-half percent (37.5%) of their accumulated medical leave bank at the time of their retirement, not to exceed four hundred eighty hours (480) [calculated at 37.5% x 1,280 hours], based on the employee's salary at the time of~~

ORDINANCE NO. 9750 (Cont.)

~~retirement. If death occurs while in the line of duty, employees covered under the FOP labor agreement shall be paid one hundred percent (100%) of their accumulated medical leave bank at the time of their death, not to exceed one thousand two hundred eighty (1,280) hours, based on the employee's salary at the time of their death.~~

(B) The City Administrator and department heads shall have a contribution made to their VEBA for one-half (1/2) of their accumulated medical leave, not to exceed thirty (30) days of pay, upon their resignation, the rate of compensation to be based upon the salary at the time of termination. Compensation for unused medical leave at retirement shall be as provided for non-union employees.

(C) The death of an employee shall be treated the same as retirement, and payment shall be made to the employee's beneficiary or estate for one-half (1/2) of all unused medical leave for non-union employees and as defined in labor agreements for all other employees.

SECTION 10. Non-union employees shall have a contribution made on their behalf to their VEBA account in the amount of Thirty dollars (\$30.00) per pay period. Employees represented by the IBEW Utilities labor agreement, IBEW Service/Clerical/Finance labor agreement, ~~and the IBEW Wastewater Treatment Plant labor agreement~~ and the FOP labor agreement, shall have a contribution made on their behalf to their VEBA account in the amount of Twenty Dollars (\$20.00) per pay period. Employees represented by the IAFF labor agreement shall have a contribution made on their behalf to the VEBA account of Ten Dollars (\$10.00) per pay period.

ORDINANCE NO. 9750 (Cont.)

SECTION 11. An employee, who is represented by the following labor agreements, shall annually receive longevity pay based upon the total length of service with the City. Such pay shall be effective beginning with the first full pay period following completion of the specified years of service. Payment shall be made on a prorated basis on each regular pay day. The following rate schedule shall apply for those employees who are represented by the FOP labor agreement:

<u>Five (5) years (beginning 6th year</u>	<u>\$ 350.00</u>
Ten (10) years (beginning 11 th year)	\$ 645.50
Fifteen (15) years (beginning 16 th year)	\$ 830.50 <u>870.00</u>
Twenty (20) years (beginning 21 st year)	\$ 1,032.50 <u>1,096.00</u>
Twenty-five (25) years (beginning 26 th year)	\$ 1,247.50 <u>1,270.00</u>

Those employees who are represented by the AFSCME labor agreement shall annually receive longevity pay as follows:

Five (5) years (beginning 6 th year)	\$ 226.00
Ten (10) years (beginning 11 th year)	\$ 443.00
Fifteen (15) years (beginning 16 th year)	\$ 624.00
Twenty (20) years (beginning 21 st year)	\$ 796.00
Twenty-five (25) years (beginning 26 th year)	\$ 994.00

Those employees who are represented by the IBEW-Wastewater Treatment Plant and IBEW Service/Clerical/Finance labor agreements shall annually receive longevity pay as follows:

Five (5) years (beginning 6 th year)	\$ 226.00
Ten (10) years (beginning 11 th year)	\$ 443.00
Fifteen (15) years (beginning 16 th year)	\$ 624.00
Twenty (20) years (beginning 21 st year)	\$ 796.00
Twenty-five (25) years (beginning 26 th year)	\$ 994.00
Forty (40) years (beginning 41 st year)	\$1,174.00

ORDINANCE NO. 9750 (Cont.)

Those employees who are represented by the IAFF labor agreement shall annually receive longevity pay, beginning with the first full pay period in October 2019, as follows:

Ten (10) years (beginning 11 th year)	\$ 645.50
Fifteen (15) years (beginning 16 th year)	\$ 830.50
Twenty (20) years (beginning 21 st year)	\$1,032.50
Twenty-five (25) years (beginning 26 th year)	\$1,247.50

SECTION 12. The validity of any section, subsection, sentence, clause, or phrase of this ordinance shall not affect the validity or enforceability of any other section, subsection, sentence, clause, or phrase thereof.

SECTION 13. The adjustments identified herein shall be effective on the date of passage and publication in pamphlet form in one issue of the Grand Island Independent as provided by law effective October 13, 2019.

SECTION 14. Those portions of Ordinance No. [9713-9744](#) and all other parts of ordinances in conflict herewith be, and the same are, hereby repealed.

Enacted: September 24, 2019

Roger G. Steele, Mayor

Attest: _____
RaNae Edwards, City Clerk



City of Grand Island

Tuesday, September 24, 2019

Council Session

Item G-1

Approving Minutes of September 10, 2019 City Council Regular Meeting

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING

September 10, 2019

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 September 10, 2019. Notice of the meeting was given in *The Grand Island Independent* on September 4, 2019.

Mayor Roger G. Steele called the meeting to order at 7:00 p.m. The following City Council members were present: Mike Paulick, Jeremy Jones, Mark Stelk, Jason Conley, Vaughn Minton, Julie Hehnke, Mitch Nickerson, and Chuck Haase. Councilmember Clay Schutz was absent. The following City Officials were present: City Clerk RaNae Edwards, Finance Director Patrick Brown, Interim City Attorney Stacy Nonhof, and Assistant Public Works Director Keith Kurz.

INVOCATION was given by Father Don Buhrman, St. Leo's Catholic Church, 2410 South Blaine Street followed by the PLEDGE OF ALLEGIANCE.

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

#2019-BE-6 (B)- Consideration of Determining Benefits for Railside Business Improvement District Finance Director Patrick Brown reported that the City Council in its capacity as the Board of Equalization was required to determine the benefits for Railside BID. Special assessments were for the amount of \$119,256.08 (70%) or \$119,986.62 (100%). Presented were two Resolutions with the 70% and 100% assessment for owner occupied residents. Staff recommended approval of the 70% assessments.

Motion by Stelk, second by Paulick to approve Resolution #2019-BE-6 (B). Upon roll call vote, all voted aye. Motion adopted.

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

PUBLIC HEARINGS:

Public Hearing on Setting the Property Tax Request for FY 2019-2020. Finance Director Patrick Brown reported that LB 103 was signed into law in 2019. If the City of Grand Island seeks to set its property tax request at an amount that exceeds its property tax request from the prior year, it may do so after holding a public hearing and by passing a resolution or ordinance. The 2019 valuations for the City of Grand Island increased over the 2018 valuation by \$106,550,320 or 3.41%. If the City applied the FY2018-2019 mill levy of 0.3979 to the current valuation of \$3,231,585,947, the City's Property Tax revenue would be \$12,858,610, a tax increase of \$423,968 over the prior year. Staff made no recommendation. No public testimony was heard.

Public Hearing on Downtown Improvement Parking District #2 (Ramp) Budget Appropriation for FY 2019-2020. Finance Director Patrick Brown reported that the Downtown Improvement District #2 (Ramp) was not requesting an increase in Property Tax thereby reducing the mill levy from 0.0174 to 0.0171. The Downtown Improvement District #2 (Ramp) Property Tax revenue request was \$8,080. Staff recommended approval. No public testimony was heard.

Public Hearing on FY 2019-2020 Annual Single City Budget and the Annual Appropriations Bill. Finance Director Patrick Brown reported that State Statute Sections 13-501 to 13-513 required the governing body meet for the purpose of hearing support, opposition, criticism, suggestions or observations of taxpayers relating to the proposed budget. The City Council must pass an ordinance by majority vote to adopt "The Annual Appropriations Bill." Staff recommended approval. No public testimony was heard.

ORDINANCES:

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

#9747 - Consideration of Approving FY2019-2020 Annual Single City Budget and the Annual Appropriations Bill

#9748 (B) - Consideration of Approving Assessments for Railside Business Improvement District

#9749 - Consideration of Vacation of a Portion of Waugh Street, Garfield Avenue, and Grant Avenue within Scarff's Addition to West Lawn Subdivision

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

#9747 - Consideration of Approving FY2019-2020 Annual Single City Budget and the Annual Appropriations Bill

This item was related to the aforementioned Public Hearing.

Motion by Paulick, second by Jones to approve Ordinance #9747.

Comments were made regarding this year's process of the budget, declining cash balance and not compliant with fiscal policies. Spending was increasing and revenues were decreasing. Discussion was held regarding the 7.75 FTE's and the impact of funding or not funding those positions. Mayor Steele stated he had created a committee to work on the budget and instituted a hiring freeze. He encouraged the Council to reduce the appropriations for the 7.75 FTE's that were approved on August 6, 2019. Discussion was held regarding voting on Resolution #2018-284 before a vote on Ordinance No. 9747. Councilmembers Paulick and Jones withdrew their motion and second.

RESOLUTION:

#2019-284 (B) - Consideration of Setting the General Property Tax Request for FY 2019-2020.
This item was related to the aforementioned Public Hearing.

Motion by Nickerson, second by Haase to approve Resolution #2019-284 (B).

Discussion was held regarding valuations, property tax increase, tax rate, and LB 103. After much confusion regarding the motion Councilmembers Nickerson and Haase withdrew their motion and second.

#2019-284 (A) - Consideration of Setting the General Property Tax Request for FY 2019-2020.

Motion by Paulick, second by Jones to approve. Upon roll call vote, Councilmembers Nickerson, Hehnke, Minton, Conley, Stelk, Jones, and Paulick voted aye. Councilmember Haase voted no. Motion adopted.

Mayor Steele vetoed the General Property Tax increase in the amount of \$423,968 as stated in Resolution #2019-284 (A). Mayor Steele stated his reason for the veto was that we do not have an income problem we have a spending problem due to the 7.75 FTE's the Council approved on August 6, 2019.

Motion by Paulick, second by Nickerson to override the Mayor's veto of Resolution #2019-284 (A). Upon roll call vote, Councilmembers Nickerson, Hehnke, Minton, Conley, Jones, and Paulick voted aye. Councilmembers Haase and Stelk voted no. Motion failed.

#2019-284 (B) - Consideration of Setting the General Property Tax Request for FY 2019-2020.

Discussion was held regarding what would happen if the Council did not approve this Resolution. Interim City Attorney Stacy Nonhof explained LB 103 and that if there was no decision on this item the City would not be able to receive any money. The deadline to be submitted was October 13th. Mr. Brown stated the budget had to be in to the state by September 20th.

Motion by Haase, second by Minton to approve Resolution #2019-284 (B). Upon roll call vote, Councilmembers Haase, Nickerson, Hehnke, Minton, Conley, Stelk, and Jones voted aye. Councilmember Paulick voted no. Motion adopted.

Ordinances:

#9747 - Consideration of Approving FY2019-2020 Annual Single City Budget and the Annual Appropriations Bill

This item was related to the aforementioned Public Hearing.

Motion by Minton, second by Stelk to approve Ordinance No. 9747.

Motion by Minton, second by Haase to amend the motion to include the reduction of the property tax request of \$423,968. Upon roll call vote, Councilmembers Haase, Nickerson, Minton, Conley, and Stelk voted aye. Councilmembers Hehnke, Jones, and Paulick voted no. Mayor Steele made the sixth and deciding vote. Motion adopted.

Motion by Nickerson, second by Stelk to amend the motion to reduce the FTE's by 7.75 as approved on August 6, 2019. Upon roll call vote, Councilmembers Haase, Nickerson, Hehnke, Minton, and Stelk voted aye. Councilmembers Conley, Jones, and Paulick voted no. Mayor Steele made the sixth and deciding vote. Motion adopted.

City Clerk: Ordinance #9747 on first reading. All those in favor of the passage of this ordinance on first reading, answer roll call vote. Upon roll call vote, Councilmembers Haase, Nickerson, Hehnke, Minton, Conley, Stelk, and Jones voted aye. Councilmember Paulick voted no. Motion adopted.

City Clerk: Ordinance #9747 on second and final reading. All those in favor of the passage of this ordinance on first reading, answer roll call vote. Upon roll call vote, Councilmembers Haase, Nickerson, Hehnke, Minton, Conley, Stelk, and Jones voted aye. Councilmember Paulick voted no. Motion adopted.

Mayor Steele: By reason of the roll call votes on first reading and then upon second and final readings, Ordinance #9747 is declared to be lawfully adopted upon publication as required by law.

#9748 (B) - Consideration of Approving Assessments for Railside Business Improvement District

This item was related to the aforementioned Board of Equalization.

Motion by Nickerson, second by Stelk to approve Ordinance No. 9748 (B).

City Clerk: Ordinance #9748 (B) 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 #9747 (B) on second and final 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.

Mayor Steele: By reason of the roll call votes on first reading and then upon second and final readings, Ordinance #9747 (B) is declared to be lawfully adopted upon publication as required by law.

#9749 - Consideration of Vacation of a Portion of Waugh Street, Garfield Avenue, and Grant Avenue within Scarff's Addition to West Lawn Subdivision

Public Works Director John Collins reported that to allow for the continued development of Grand Island Senior High Stadium the City has received a request to vacate a portion of Waugh Street, Garfield Avenue, and Grant Avenue, which were located within Scarff's Addition to West Lawn Subdivision. Staff recommended approval.

Motion by Haase, second by Hehnke to approve Ordinance #9749.

City Clerk: Ordinance #9749 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 #9749 on second and final 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.

Mayor Steele: By reason of the roll call votes on first reading and then upon second and final readings, Ordinance #9749 is declared to be lawfully adopted upon publication as required by law.

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

Approving Minutes of August 27, 2019 City Council Regular Meeting.

Approving Appointment of Michelle Fitzke to the Animal Advisory Board.

#2019-268 - Approving Certificate of Final Completion for Water Main Project 2018-W-8 - Riverside Drive and Holcomb Street with The Diamond Engineering Company of Grand Island, Nebraska.

#2019-269 - Approving the Coal Supply for Platte Generating Station for 2020 - 2022 with Cloud Peak Energy.

#2019-270 - Approving the Renewal of Utilities Property Peril, Fire and Terrorism Insurance with Factory Mutual Insurance Company of St. Louis, Missouri for 2019-2020 in an Amount of \$447,617.00 and Terrorism Insurance Coverage in an Amount of \$24,474.00.

#2019-271 - Approving Certificate of Final Completion 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.

#2019-272 - Approving Certificate of Final Completion for Curb Ramp Project No. 2019-CR-1 with The Diamond Engineering Company of Grand Island, Nebraska.

#2019-273 - Approving Certificate of Final Completion for Chip Seal Project No. 2019-CS-1 with Topkote, Inc. of Yankton, South Dakota.

#2019-274 - Approving Change Order No. 2 for Sugar Beet Ditch Drainage; Project No. 2019-D-1 with Starostka Group Unlimited, Inc. of Grand Island, Nebraska for an Increase of \$19,013.11 and a Revised Contract Amount of \$116,331.84.

#2019-275 - Approving Bid Award for Drainage Ditch Grading, Excavating, and Hauling 2019-2020 with Harders Dozer & Scraper, LLC of Cairo, Nebraska.

#2019-276 - Approving Certificate of Final Completion for Curb Ramp Project No. 2019-CR-2 CDBG with Galvan Construction, Inc. of Grand Island, Nebraska.

#2019-277 - Approving Certificate of Final Completion for 13th Street Paving Improvements; Project No. 2018-P-1 and 13th Street Water Main Improvements; Project No. 2018-W-5 with Blessing Construction of Kearney, Nebraska.

#2019-278 - Approving Alterations of New Bucket Truck/Sign Truck for the Streets Division of the Public Works Department with Altec Industries, Inc. in an Amount of \$7,423.00.

#2019-279 - Approving 2019 GIPD and HCSO Justice Assistance Grant (JAG) Application and Funding. Councilmember Jones abstained.

#2019-280 - Approving Fiscal Year 2019-2020 VOCA Grant Award.

#2019-281 - Approving CDBG Project 2018-6 Sub-Recipient Agreement with Hope Harbor.

#2019-282 - Approving Bid Award of (7) 500 E ATA Trap Machines with Wobble Options for the Heartland Public Shooting Park with MCS Trap of Smithville, Missouri in an Amount of \$44,015.00.

#2019-283 – Approving Bid Award for Tree Grinding and Hauling with O’Neill Wood Resources, LLC of Alda, Nebraska in an Amount of \$108,100.00.

RESOLUTION:

#2019-285 - Consideration of Setting the Downtown Improvement Parking District #2 (Ramp) for FY 2019-2020. This item relates to the aforementioned Public Hearing.

Motion by Minton, second by Hehnke to approve Resolution #2019-285. Upon roll call vote, all voted aye. Motion adopted.

PAYMENT OF CLAIMS:

Motion by Minton, second by Jones to approve the payment of claims for the period of August 28, 2019 through September 10, 2019 for a total amount of \$4,787,785.67. Upon roll call vote, all voted aye. Motion adopted.

ADJOURNMENT: The meeting was adjourned at 8:45 p.m.

RaNae Edwards
City Clerk



City of Grand Island

Tuesday, September 24, 2019

Council Session

Item G-2

Approving Re-Appointment of Glenn Wilson to the Community Redevelopment Authority

Mayor Steele has submitted the re-appointment of Glenn Wilson to the Community Redevelopment Authority. The appointment would become effective October 1, 2019 upon approval by the City Council and would expire on September 30, 2024.

Staff Contact: Mayor Roger Steele



City of Grand Island

Tuesday, September 24, 2019

Council Session

Item G-3

Approving Re-Appointment of Hector Rubio to the Regional Planning Commission

Mayor Steele has submitted the re-appointment of Hector Rubio to the Regional Planning Commission. The appointment would become effective November 1, 2019 upon approval by the City Council and would expire on October 31, 2022.

Staff Contact: Mayor Roger Steele



City of Grand Island

Tuesday, September 24, 2019

Council Session

Item G-4

Approving Re-Appointments of David Koubeck and Mike Kneale and the Appointment of Matthew Armstrong to the Citizens Advisory Review Committee

Mayor Steele has submitted the re-appointments of David Koubeck and Mike Kneale and the new appointment of Matthew Armstrong who will be replacing Jeff Vinson to the Citizens Advisory Review Committee. The appointments would become effective October 1, 2019 upon approval by the City Council and would expire on September 30, 2021.

Staff Contact: Mayor Roger Steele



City of Grand Island

Tuesday, September 24, 2019

Council Session

Item G-5

Approving Garbage Permits for Heartland Disposal and Mid-Nebraska Disposal, Inc. and Refuse Permits for Full Circle Rolloffs and O'Neill Transportation and Equipment LLC

Staff Contact: RaNae Edwards

Council Agenda Memo

From: RaNae Edwards, City Clerk
Meeting: September 24, 2019
Subject: Approving Garbage and Refuse Haulers Permits
Presenter(s): RaNae Edwards, City Clerk

Background

Grand Island City Code Section 17-15 allows for the Collection, Transportation, and Disposal of Garbage and/or Refuse. These permits are effective October 1 through September 30 of each calendar year.

Discussion

The following businesses have submitted applications for renewal for 2019/2020:

Heartland Disposal, Inc., 1839 East 4 th Street	Garbage
Mid-Nebraska Disposal, Inc., 3080 West 2 nd Street	Garbage
Full Circle Rolloffs, 1839 East 4 th Street	Refuse
O'Neill Transportation and Equipment, 7100 West Old Potash Hwy	Refuse

All City Code requirements have been met by these businesses.

Alternatives

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

1. Approve the renewal for garbage/refuse permits.
2. Disapprove or deny the renewals.
3. Modify the renewals to meet the wishes of the Council.
4. Table the issue

Recommendation

City Administration recommends that the Council approve the renewals for garbage/refuse permits for 2019/2020.

Sample Motion

Move to approve the renewal for garbage/refuse permits for 2019/2020.



Application for Haulers License

1 **Type of License Required:**

- a. ☒ **Garbage Haulers License** (entitles licensee to collect and transport both garbage and refuse)
b. ☐ **Refuse Haulers License** (entitles licensee to haul only refuse)

2 **Identification of Applicant:**

a. Individual or Firm Identification

Business Name

Heartland Disposal Inc

Business Address

1839 E 4th Grand Island NE 68803

Business Telephone

308-382-1683

b. Miscellaneous Information:

* Public Complaint Telephone (Sec. 17-19)

308-382-1683

* Name Used on Vehicles (Sec. 17-18)

Heartland Disposal

3 **Residency Certification:**

a. ☐ Individual Applicant -- Resident of Hall County

Name and Home Address of Individual:

b. ☒ Partnership or Corporation of Hall County

Name and Address of Resident Partner/Officer:

c. ☐ Non-resident Individual or Corporation

Tom Umland 5675 S Shady Bend Rd - Grand Island 68804

Name and Home Address of Appointed Resident Agent:

3 **Required Documents to be Furnished:**

- a. ☒ List of Vehicles (Section 17-26)
b. ☒ Certificate of Insurance (Section 17-29)
c. ☒ Performance Bond -- Garbage Haulers Only (Section 17-30)
d. ☒ License Fee: **Garbage - \$250.00; Refuse - \$100.00** (Section 17-23)
e. ☒ Appointment of Resident Agent, if applicable (Section 17-24 (D))
f. ☐ Equipment Inspection/Certificate from Health Department (Section 17-26 (B))

9-16-19

Date

Tom Umland
Signature of Applicant



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/09/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER UNICO Group, Inc. 1128 Lincoln Mall Suite 200 Lincoln NE 68508		CONTACT NAME: Edgar Mateo PHONE (A/C, No, Ext): (402)434-7200 FAX (A/C, No): (402)434-7272 E-MAIL ADDRESS: emateo@unicogroup.com	
INSURED Heartland Disposal, Inc. 1839 East 4th Street Grand Island NE 68801		INSURER(S) AFFORDING COVERAGE INSURER A: Midwest Family Mutual Ins Co. NAIC # 23574 INSURER B: Midwest Builder's Casualty 32131 INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 19/20 All Lines **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		CPNE0560122592	06/29/2019	06/29/2020	EACH OCCURRENCE \$ 1,000,000
		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000				
		MED EXP (Any one person) \$ 3,000				
		PERSONAL & ADV INJURY \$ 1,000,000				
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/OP AGG \$ 2,000,000
						\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY		CPNE0560122592	06/29/2019	06/29/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
		BODILY INJURY (Per person) \$				
		BODILY INJURY (Per accident) \$				
		PROPERTY DAMAGE (Per accident) \$				
						\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE		CPNE0560122592	06/29/2019	06/29/2020	EACH OCCURRENCE \$ 4,000,000
		AGGREGATE \$ 4,000,000				
		DED <input checked="" type="checkbox"/> RETENTION \$ 10,000				
		\$				
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y <input type="checkbox"/> N	WC100-0003039-2019A	06/29/2019	06/29/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
		E.L. EACH ACCIDENT \$ 1,000,000				
		E.L. DISEASE - EA EMPLOYEE \$ 1,000,000				
		E.L. DISEASE - POLICY LIMIT \$ 1,000,000				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City of Grand Island
100 East First Street
Grand Island NE 68801

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03)

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United Fire & Casualty Company
Addison Insurance Company
Lafayette Insurance Company
United Fire & Indemnity Company
United Fire Loyds
Financial Pacific Insurance Company

CONTINUATION CERTIFICATE

BOND NO.: 55209347

PRINCIPAL: HEARTLAND DISPOSAL, INC. 1839 E 4TH ST GRAND ISLAND, NE 68801

OBLIGEE: CITY OF GRAND ISLAND 100 E FIRST ST GRAND ISLAND, NE 68801

TYPE OF BOND: GARBAGE HAULERS

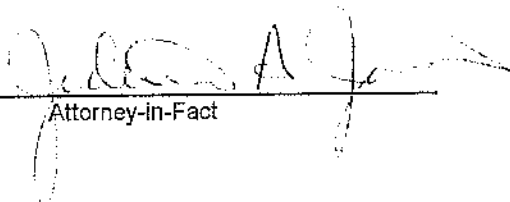
BOND PENALTY: 50,000.00

BOND TERM: From 07/06/2019 To 07/06/2020

The Company indicated hereby continues in force, for the period described, the Bond designated above, subject to all the agreements, limitations, and conditions thereof and provides that the liability under said bond and all continuations thereof shall not be cumulative and shall not in any event exceed the amount of said Bond herein before set forth.

Signed, Sealed and Dated 04/07/2019.

UNITED FIRE & CASUALTY COMPANY

By 
Attorney-in-Fact

LICP0003 04 11

HOME OFFICE: 118 Second Avenue SE, PO Box 73909, Cedar Rapids, Iowa 52407-3909 Phone: 319-399-5700 or 800-343-9130 FAX: 888-726-9738



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
 FINANCIAL PACIFIC INSURANCE COMPANY, ROCKLIN, CA
 CERTIFIED COPY OF POWER OF ATTORNEY
 (original on file at Home Office of Company – See Certification)

Inquiries: Surety Department
 118 Second Ave SE
 Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

DENNIS J. RICHMANN, ARTHUR J. FEARN, SCOTT A. BAILEY, BRAD HANCE, STEVEN C. WATTERS, MICHAEL D. MAY, D. MICHAEL HAYS, JUDITH A. JONES, MARY BERTSCH, KYANNA SAYLOR, JEREMY LEWIS, PATRICIA WIEBEL, PHILIP E. MORGETTE, ALLISON NISSEN, STUART D. FRANCIS, TRENT MILLER, ROB FLEMING, STEVEN KINNEY, DREW GESELL, QUINSON HOLDERNESS, J. BRIAN WADSWORTH, KARRI L. MURPHY, ANDREW SERBOUSEK, GUNNER TRANEL, PATTI WADDELL, PATRICIA L. NIEBES, ALEX HALE, MEREDITH ANSON, GARY D. DILL, RAMONA SEIDMAN, STEPHEN MOORE, JORDAN FELTMAN, PAUL KRAVTSOV, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$ 100,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted on May 15, 2013, by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

"Article VI – Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 25th day of March, 2019

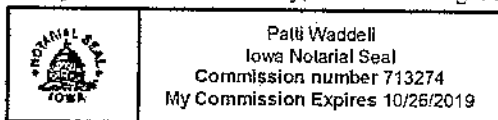
UNITED FIRE & CASUALTY COMPANY
 UNITED FIRE & INDEMNITY COMPANY
 FINANCIAL PACIFIC INSURANCE COMPANY

By: *Dennis J. Richmann*
 Vice President

State of Iowa, County of Linn, ss:

On 25th day of March, 2019, before me personally came Dennis J. Richmann

to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



Patti Waddell
 Notary Public
 My commission expires: 10/26/2019

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations
 this 7th day of April, 2019.



By: *Mary A. Bertsch*
 Assistant Secretary,
 UF&C & UF&I & FPIC

BPOA0049 1217

This paper has a colored background and a watermark.



Application for Haulers License

1 **Type of License Required:**

- a. ☒ **Garbage Haulers License** (entitles licensee to collect and transport both garbage and refuse)
b. ☐ **Refuse Haulers License** (entitles licensee to haul only refuse)

2 **Identification of Applicant:**

- a. Individual or Firm Identification

Business Name

Business Address

Business Telephone

Mid-Nebraska Disposal, Inc.
3080 W 2nd
(308) 382-7053

- b. Miscellaneous Information:

* Public Complaint Telephone (Sec. 17-19)

* Name Used on Vehicles (Sec. 17-18)

(308) 382-7053
Mid-Nebraska Disposal, Inc.

3 **Residency Certification:**

- a. ☐ Individual Applicant – Resident of Hall County

Name and Home Address of Individual:

- b. ☒ Partnership or Corporation of Hall County

Name and Address of Resident Partner/Officer:

- c. ☐ Non-resident Individual or Corporation

Name and Home Address of Appointed Resident Agent:

Chris Woodward 131 McBismarck Rd G.I., 68801

3 **Required Documents to be Furnished:**

- a. ☒ List of Vehicles (Section 17-26)
b. ☒ Certificate of Insurance (Section 17-29) *You have on file*
c. ☒ Performance Bond – Garbage Haulers Only (Section 17-30) *You have on file*
d. ☒ License Fee: **Garbage - \$250.00; Refuse - \$100.00** (Section 17-23)
e. ☐ Appointment of Resident Agent, if applicable (Section 17-24 (D))
f. ☐ Equipment Inspection/Certificate from Health Department (Section 17-26 (B))

Will send once completed, they are doing it 9/18/19

9/12/19
Date

[Signature]
Signature of Applicant



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
03/25/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Holmes Murphy & Assoc - WDM PO Box 9207 Des Moines, IA 50306-9207	1-800-247-7756 CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL: ADDRESS:	INSURER(S) AFFORDING COVERAGE INSURER A: AMCO INS CO INSURER B: MIDWEST BUILDERS CAS MUT CO INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 19100 13126
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COVERAGES **CERTIFICATE NUMBER:** 55717827 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Primary&NonContributor GENT. AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC		GLAO3046542002	04/01/19	04/01/20	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP ARG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> Hired AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> CA-9948 <input checked="" type="checkbox"/> MCS-90		BAA3046542002	04/01/19	04/01/20	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$		CAA3046542002	04/01/19	04/01/20	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	WC10000027242019A	04/01/19	04/01/20	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Insurance Verification. Copy of Policy available upon request.

CERTIFICATE HOLDER

City of Grand Island
 Attn: Renae Edwards
 City Hall
 100 E First St
 Grand Island, NE 68801
 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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 ACORD 25 (2010/05)
 Llywddm
 55717827

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Application for Haulers License

1 Type of License Required:

- a. ☐ Garbage Haulers License (entitles licensee to collect and transport both garbage and refuse)
b. ☒ Refuse Haulers License (entitles licensee to haul only refuse)

2 Identification of Applicant:

a. Individual or Firm Identification

Business Name

Full Circle Rolloffs

Business Address

1839 E 4th St Grand Island NE 68801

Business Telephone

308-384-4418

b. Miscellaneous Information:

* Public Complaint Telephone (Sec. 17-19)

308-384-4418

* Name Used on Vehicles (Sec. 17-18)

Full Circle Rolloffs

3 Residency Certification:

a. ☐ Individual Applicant – Resident of Hall County

Name and Home Address of Individual:

b. ☒ Partnership or Corporation of Hall County

Name and Address of Resident Partner/Officer:

c. ☐ Non-resident Individual or Corporation

Tom Ummel - 567 S Sand Bend Rd - Grand Island NE 68801
Name and Home Address of Appointed Resident Agent:

3 Required Documents to be Furnished:

- a. ☒ List of Vehicles (Section 17-26)
b. ☒ Certificate of Insurance (Section 17-29)
c. ☒ Performance Bond – Garbage Haulers Only (Section 17-30)
d. ☒ License Fee: **Garbage - \$250.00; Refuse - \$100.00** (Section 17-23)
e. ☒ Appointment of Resident Agent, if applicable (Section 17-24 (D))
f. ☐ Equipment Inspection/Certificate from Health Department (Section 17-26 (B))

9-6-19

Date

Tom Ummel
Signature of Applicant



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/09/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER UNICO Group, Inc. 1128 Lincoln Mall Suite 200 Lincoln NE 68508		CONTACT NAME: Edgar Mateo PHONE (A/C, No, Ext): (402)434-7200 FAX (A/C, No): (402)434-7272 E-MAIL ADDRESS: emateo@unicogroup.com	
INSURED Heartland Disposal, Inc. 1839 East 4th Street Grand Island NE 68801		INSURER(S) AFFORDING COVERAGE INSURER A: Midwest Family Mutual Ins Co. NAIC # 23574 INSURER B: Midwest Builder's Casualty 32131 INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 19/20 All Lines

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			CPNE0560122592	06/29/2019	06/29/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 3,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			CPNE0560122592	06/29/2019	06/29/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CPNE0560122592	06/29/2019	06/29/2020	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	WC100-0003039-2019A	06/29/2019	06/29/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City of Grand Island 100 East First Street Grand Island NE 68801	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

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ACORD 25 (2016/03)

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Application for Haulers License

1 Type of License Required:

- a. ☐ Garbage Haulers License (entitles licensee to collect and transport both garbage and refuse)
b. ☒ Refuse Haulers License (entitles licensee to haul only refuse)

2 Identification of Applicant:

a. Individual or Firm Identification

Business Name

Business Address

Business Telephone

O'Neill Transportation & Equipment
7100 West Old Potash Hwy Alder, NE
308-384-1690 68810

b. Miscellaneous Information:

* Public Complaint Telephone (Sec. 17-19)

* Name Used on Vehicles (Sec. 17-18)

308-384-1690
O'Neill Transportation & Equipment

3 Residency Certification:

a. ☐ Individual Applicant – Resident of Hall County

Name and Home Address of Individual:

b. ☐ Partnership or Corporation of Hall County

Name and Address of Resident Partner/Officer:

c. ☐ Non-resident Individual or Corporation

Name and Home Address of Appointed Resident Agent:

3 Required Documents to be Furnished:

- a. ☒ List of Vehicles (Section 17-26)
b. ☒ Certificate of Insurance (Section 17-29)
c. ☐ Performance Bond – Garbage Haulers Only (Section 17-30)
d. ☐ License Fee: Garbage - \$225.00; Refuse - \$75.00 (Section 17-23)
e. ☐ Appointment of Resident Agent, if applicable (Section 17-24 (D))
f. ☒ Equipment Inspection/Certificate from Health Department (Section 17-26 (B))

9/13/2019
Date

Signature of Applicant



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/12/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER INSUR 1004 N Diers Ave Ste 140 PO Box 5884 Grand Island NE 68802-5884	CONTACT NAME: Rosemary Johns PHONE (A/C, No, Ext): (308) 382-8000 FAX (A/C, No): (308) 384-3417 E-MAIL ADDRESS: rjohns@insurinc.com
INSURED O'Neill Transportation & Equipment, LLC; O'Neill Wood Resources P O Box 290 Alda NE 68810	INSURER(S) AFFORDING COVERAGE INSURER A: Columbia Mutual Insurance NAIC # 40371 INSURER B: Scottsdale INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: CL1971245476

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			CMPNE0000016039	07/25/2019	07/25/2020	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/CP AGG \$ 2,000,000 Employment related \$ 100,000 COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Hired Auto \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			CAPNE0000016039	07/25/2019	07/25/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$ <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE			CXS0012753	07/25/2019	07/25/2020	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Half County Building Inspection Dept 2807 W 2nd St Grand Island NE 68803	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

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ACORD 25 (2016/03)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/31/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT NAME: Rosemary Johns	
INSUR		PHONE (A/C, No, Ext): (308) 382-8000	FAX (A/C, No): (308) 384-3417
1004 N Diers Ave Ste 140		E-MAIL ADDRESS: rjohns@insurinc.com	
PO Box 5884		INSURER(S) AFFORDING COVERAGE	
Grand Island NE 68802-5884		INSURER A: Midwest Builders' Casualty	
INSURED		INSURER B:	
O'Neill Transportation & Equipment, LLC; O'Neill Wood Resources		INSURER C:	
P O Box 290		INSURER D:	
Alda NE 68810		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: CL1913142725

REVISION NUMBER:

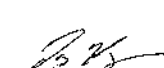
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$
	<input type="checkbox"/> OTHER						\$
	AUTOMOBILE LIABILITY						
	<input type="checkbox"/> ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC100-0002510-2019A	02/01/2019	02/01/2020	E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Hall County Building Inspection Dept. 2807 W 2nd St Grand Island NE 68803	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	--

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ACORD 25 (2016/03)

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City of Grand Island

Tuesday, September 24, 2019

Council Session

Item G-6

Approving Request from Christopher Kotulak, 5066 Fort Kearney Road for a Liquor Manager Designation for Heartland Events Center, 690 E. Stolley Park Road

Staff Contact: RaNae Edwards

Council Agenda Memo

From: RaNae Edwards, City Clerk

Meeting: September 24, 2019

Subject: Request from Christopher Kotulak, 5066 Fort Kearney Road for Liquor Manager Designation with Heartland Events Center, 690 E. Stolley Park Road

Presenter(s): RaNae Edwards, City Clerk

Background

Christopher Kotulak, 5066 Fort Kearney Road has submitted an application with the City Clerk's Office for a Liquor Manager Designation in conjunction with Heartland Events Center, 690 E. Stolley Park Road.

This application has been reviewed by the Police Department and City Clerk's Office. See Police Department report attached.

Discussion

City Council action is required and forwarded to the Nebraska Liquor Control Commission for issuance of all liquor manager designations. All departmental reports have been received. Mr. Kotulak has completed a state approved alcohol server/seller training program. Staff recommends approval.

Alternatives

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

1. Approve the request.
2. Forward the requests with no recommendation.
3. Take no action on the request.

Recommendation

City Administration recommends that the Council approve the request for Liquor Manager Designation.

Sample Motion

Move to approve the request from Christopher Kotulak, 5066 Fort Kearney Road for Liquor Manager Designation in conjunction with the Class “CK-078820” Liquor License for Heartland Events Center, 690 E. Stolley Park Road.

09/17/19
13:12

Grand Island Police Department
LAW SUPPLEMENTAL NARRATIVE

450
Page: 1

Incident number : L19091350
Sequence number : 1
Name : Vitera D
Date : 17:15:46 09/15/2019
Narrative : (see below)
318

Grand Island Police Department
Supplemental Report

Date, Time: Sun Sep 15 17:15:58 CDT 2019
Reporting Officer: Vitera
Unit- CID

Christopher Kotulak is applying to become the liquor manager at the Heartland Events Center. According to his application, Christopher just moved to Aurora, NE in 2018. He currently has an address in Merrick County. Before that, he lived in Oklahoma and California. He is married to Kay Kotulak. Kay signed a Spousal Affidavit of Non-Participation form. Christopher disclosed a DUI conviction from California in 2003.

I checked Christopher and Kay through Spillman and NCJIS. Christopher had an entry in Spillman because he had applied to become the liquor manager at Fonner Park in January of this year. The Grand Island Police Department did not object to that application. I assume it was approved. However, when I checked the Nebraska Liquor Control Commission's (NLCC) website, it showed that the Fonner Park manager application is still pending. I'll call the NLCC and check on that.

Kay did not have an entry in Spillman. The only information on the Kotulak's in NCJIS is that they each have a Nebraska driver's license. Neither one have any outstanding arrest warrants. I checked Christopher through a paid online law enforcement-only database which tends to provide mostly personal identifying information and information about civil issues. I didn't find anything out of the ordinary.

I called the NLCC on 9/16/19 and was told that the Fonner Park liquor manager application from January is technically still pending. The person I spoke to pulled the file and found our local approval recommendation along with NSP Investigator Hansen's approval. She also found a criminal history record which showed no undisclosed convictions (as of January of this year). She wasn't sure why the application hadn't been approved yet.

Unless Christopher has been arrested or convicted of a disqualifying crime out of State within the last eight months, the Grand Island Police Department doesn't have any objections to Christopher Kotulak becoming the liquor manager for the Heartland Events Center.

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City of Grand Island

Tuesday, September 24, 2019

Council Session

Item G-7

#2019-286 - Approving on Request from Amy Jeanene Schutte dba Bella Design & Décor, 110 East 3rd Street for a Class “C” Liquor License

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

Staff Contact: RaNae Edwards

RESOLUTION 2019-286

WHEREAS, an application was filed by Amy Jeanene Schutte doing business as Bella Design & Decor, 110 east 3rd Street for a Class "C" Liquor License; and

WHEREAS, a public hearing notice was published in the *Grand Island Independent* as required by state law on September 14, 2019; such publication cost being \$18.00; and

WHEREAS, a public hearing was held on September 24, 2019 for the purpose of discussing such liquor license application.

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

_____ The City of Grand Island hereby recommends approval of the above-identified liquor license application contingent upon final inspections.

_____ The City of Grand Island hereby makes no recommendation as to the above-identified liquor license application.

_____ The City of Grand Island hereby makes no recommendation as to the above-identified liquor license application with the following stipulations:

_____ The City of Grand Island hereby recommends denial of the above-identified liquor license application for the following reasons: _____

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 24, 2019.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	<input type="checkbox"/>	_____
September 20, 2019	<input type="checkbox"/>	City Attorney



City of Grand Island

Tuesday, September 24, 2019

Council Session

Item G-8

#2019-287 - Approving Request from Mayra Foods, LLC dba Sanchez Restaurant – Jaz’s Tacos, 218 So. Wheeler Avenue for a Class “I” Liquor License and Liquor Manager Designation for Mayra Betancourt, 241 So. Vine Street

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

Staff Contact: RaNae Edwards

RESOLUTION 2019-287

WHEREAS, an application was filed by Mayra Foods, LLC doing business as Sanchez Restaurant – Jaz’s Tacos, 218 So. Wheeler Avenue for a Class "I" Liquor License; and

WHEREAS, a public hearing notice was published in the *Grand Island Independent* as required by state law on September 14, 2019; such publication cost being \$18.49; and

WHEREAS, a public hearing was held on September 24, 2019 for the purpose of discussing such liquor license application.

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

_____ The City of Grand Island hereby recommends approval of the above-identified liquor license application contingent upon final inspections.

_____ The City of Grand Island hereby makes no recommendation as to the above-identified liquor license application.

_____ The City of Grand Island hereby makes no recommendation as to the above-identified liquor license application with the following stipulations:

_____ The City of Grand Island hereby recommends denial of the above-identified liquor license application for the following reasons: _____

_____ The City of Grand Island hereby recommends Mayra Betancourt, 241 So. Vine Street as Liquor Manager.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 24, 2019.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	<input type="checkbox"/>	_____
September 20, 2019	<input type="checkbox"/>	City Attorney



City of Grand Island

Tuesday, September 24, 2019

Council Session

Item G-9

**#2019-288 - Approving Final Plat and Subdivision Agreement for
Bosselville Fifth Subdivision**

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission

Meeting: September 24, 2019

Subject: Bosselville Fifth Subdivision – Final Plat

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

Background

This property is located north of Wood River Road and west of U.S. Highway 281 in Hall County, Nebraska. (5 lots, 36.544 acres). This property is zoned TD Travel Development Zone and B2 General Business Zone. A tract of land consisting of all of Outlot 1, Block 2, Bosselville Subdivision, and a part of the East Half of the Southeast Quarter (E ½, SE ¼) and part of the Northeast Quarter of the Southwest of the Southeast Quarter (NE ¼, SW ¼, SE ¼) all of Section Thirteen (13), Township Ten (10) North, Range Ten (10) West of the 6th P.M., Hall County, Nebraska.

Discussion

The final plat for Bosselville Fifth Subdivision was considered by the Regional Planning Commission at the September 4, 2019 meeting.

A motion was made by Robb and second by Hendricksen to approve the final plat as presented.

A roll call vote was taken and the motion passed with 12 members present and voting in favor (O'Neill, Allan, Nelson, Ruge, Maurer, Robb, Monter, Rainforth, Rubio, Hendricksen, Randone and Kjar) and no members present voting no.

Alternatives

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

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

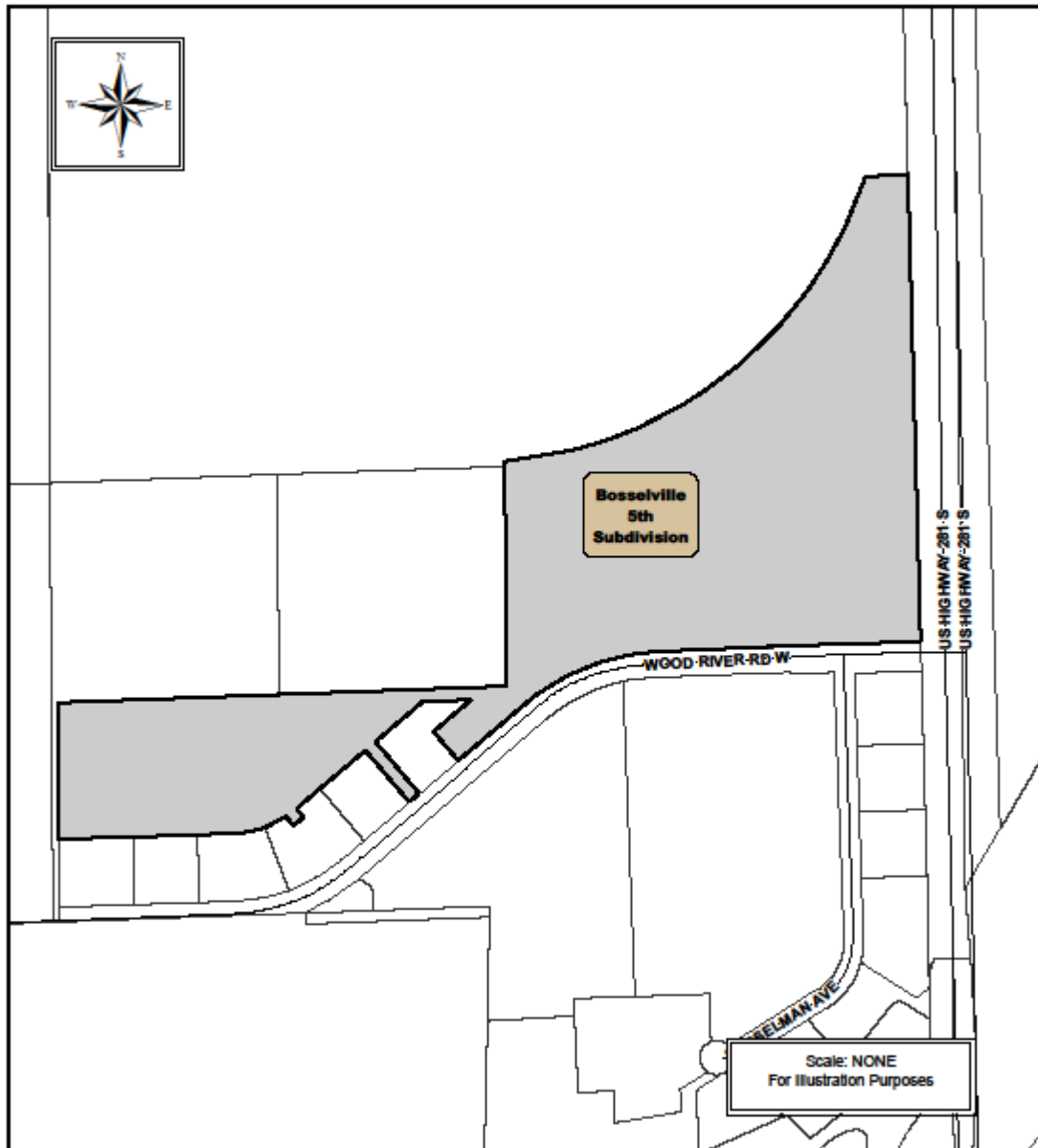
Recommendation

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

Sample Motion

Move to approve as recommended.

PROPOSED SUBDIVISION LOCATION MAP



ILLINOIS DEPARTMENT OF TRANSPORTATION
Statewide Office, 1000 North Dearborn Street
Chicago, Illinois 60610-4000

Bosselman Travel Centers Inc.
PO Box 4905
Grand Island, NE 68802

To create 3 larger lot north of Wood River Road and west of U.S. Highway 281 in the Grand Island, Nebraska jurisdiction.

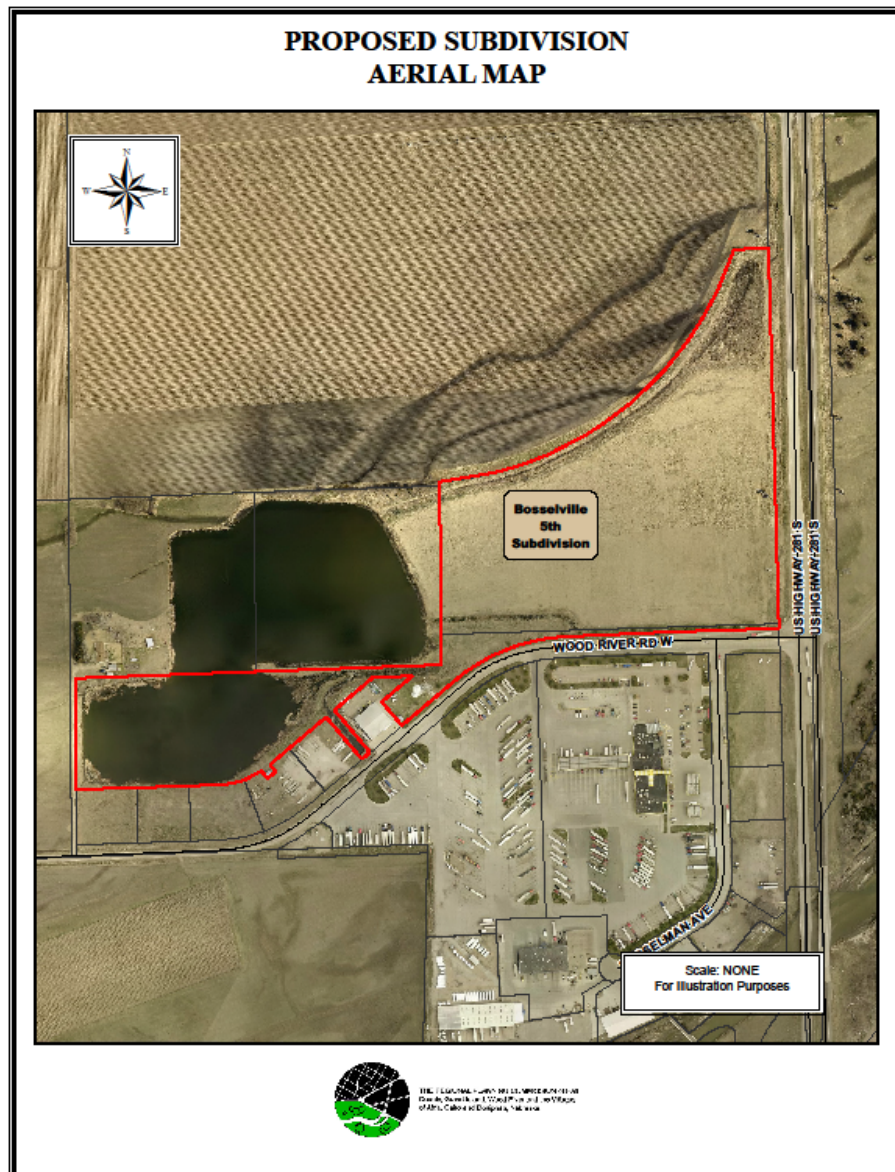
Size: 3 Lots and 2 Outlots 36.544 acres

Zoning: TD – Travel Development Zone and B2 General Business Zone.

Road Access: Existing County Road (Shady Bend)

Water Public: Public water supply is available from Bosselman's private system.

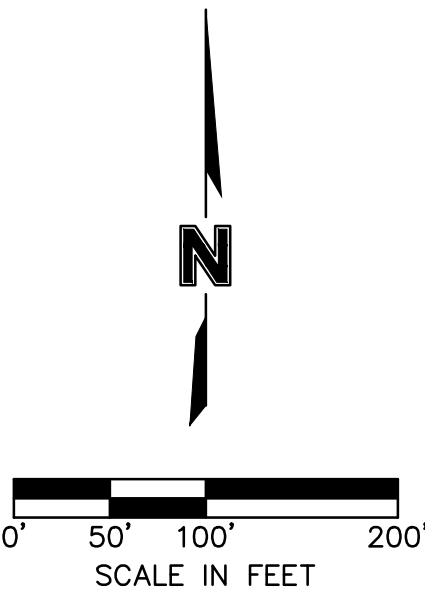
Sewer Public: City sewer available.



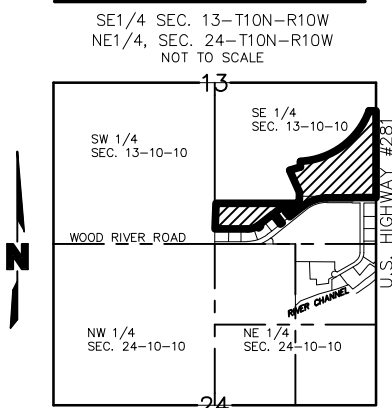
BOSSELVILLE FIFTH SUBDIVISION
HALL COUNTY, NEBRASKA
FINAL PLAT

CURVE TABLE

CURVE ID	RADIUS (FT)	DELTA	LENGTH (FT)	CHORD BEARING	CHORD LENGTH (FT)
C1	612.98 (M,P)	038°21'38"	410.40(M) 410.73(P)	S69°43'50"W	402.78(M) 403.09(P)
C2	300.00 (M,P)	032°17'06"	169.04(M) 169.05(P)	S72°46'47"W	166.82(M)
C3	6358.83 (M)	001°37'07"	179.63(M)	N72°21'06"E	179.62(M)
C4	1256.97 (M,R)	067°08'14"	1472.87(M) 1472.85(R)	N52°23'53"E	1390.04 (M) 1390.03(R)
C5	612.98 (M)	006°26'15"	68.87(M)	N85°41'31"E	68.84(M)
C6	612.98 (M)	005°41'06"	60.82(M)	N79°37'50"E	60.80(M)
C7	612.98 (M)	026°14'16"	280.71(M)	S63°40'09"W	278.26(M)
C8	6358.83 (M)	004°01'18"	446.32(M)	S73°33'11"W	446.23(M)
C9	6358.83 (M)	002°24'11"	266.70(M)	N74°21'44"E	266.68(M)
C10	1487.66 (M)	031°48'25"	825.85(M)	S59°39'37"W	815.29(M)
C11	1487.66 (M)	004°10'20"	108.33(M)	N73°28'40"E	108.31 (M)
C12	1487.66 (M)	027°38'05"	717.52(M)	N57°34'27"E	710.59(M)

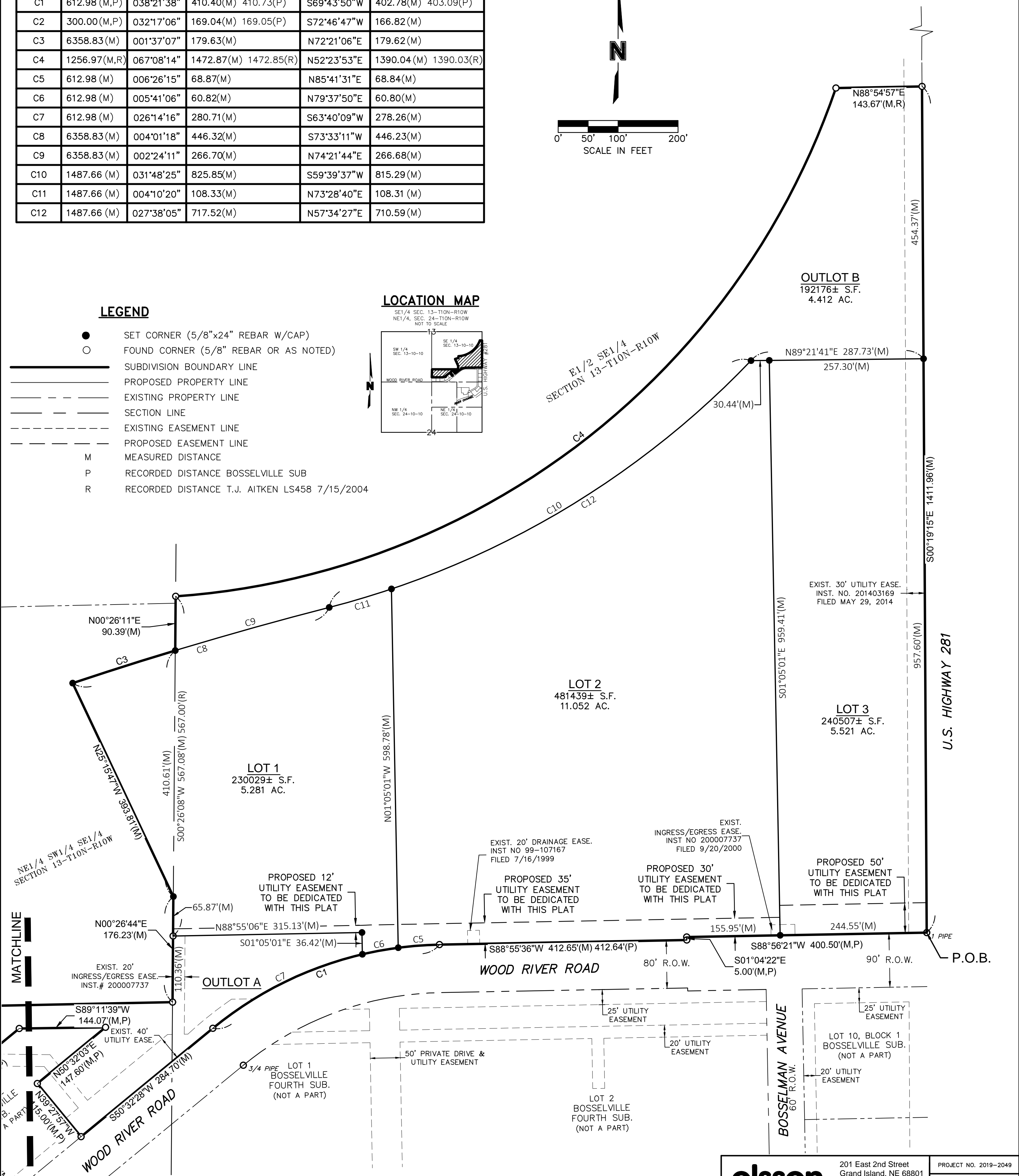


LOCATION MAP



LEGEND

- SET CORNER (5/8"x24" REBAR W/CAP)
- FOUND CORNER (5/8" REBAR OR AS NOTED)
- SUBDIVISION BOUNDARY LINE
- PROPOSED PROPERTY LINE
- EXISTING PROPERTY LINE
- SECTION LINE
- EXISTING EASEMENT LINE
- PROPOSED EASEMENT LINE
- M MEASURED DISTANCE
- P RECORDED DISTANCE BOSSELVILLE SUB
- R RECORDED DISTANCE T.J. AITKEN LS458 7/15/2004



SHEET 1 OF 2

olsson

201 East 2nd Street
Grand Island, NE 68801
TEL 308.384.8750
FAX 308.384.8752

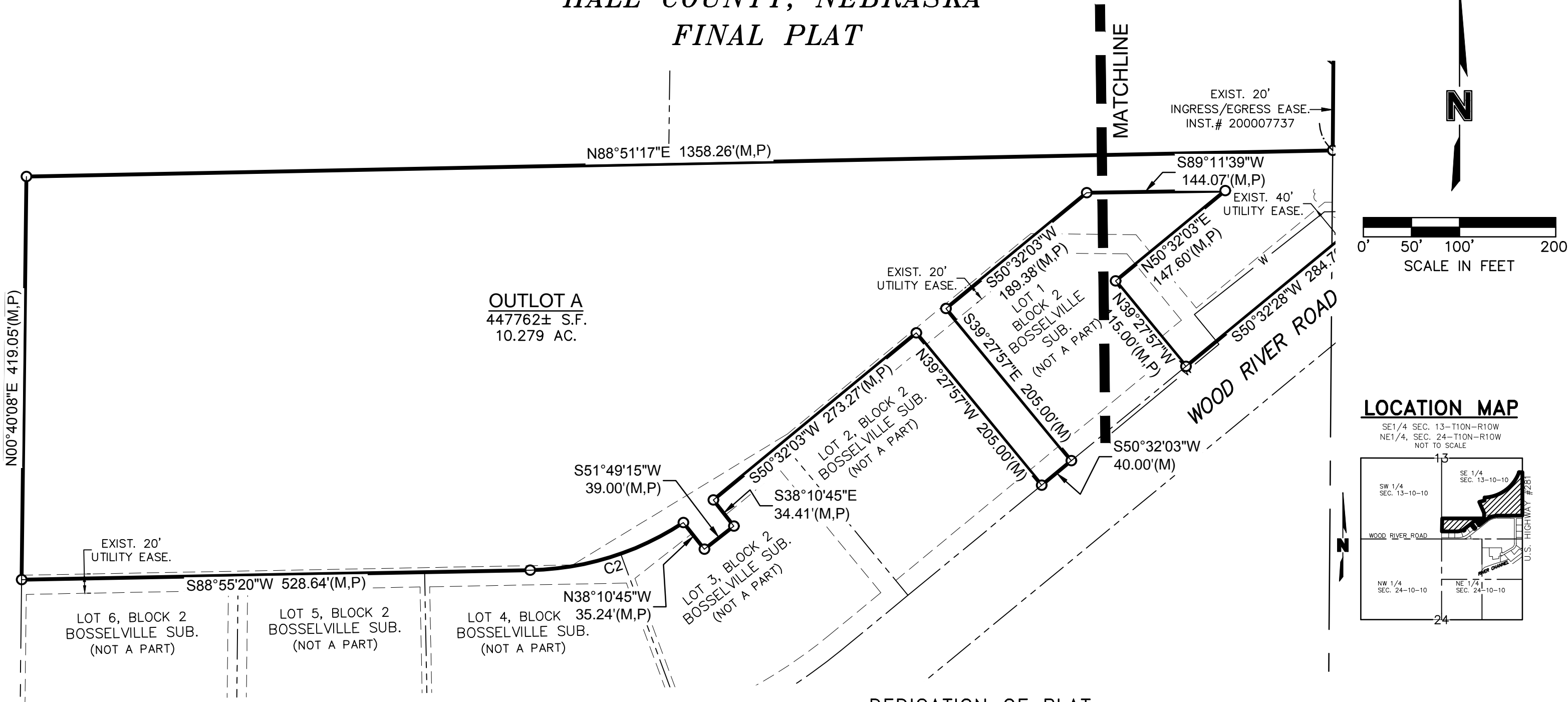
PROJECT NO. 2019-2049
BOSSELMAN BOSSELVILLE
SUBDIVISION SURVEY
FB

DWG: F:\2019\2001-2500\019-2049\40-Design\Survey\SRVY\Sheets\V_FPLAT_0192049.dwg USER: jjimenez
DATE: Sep 16, 2019 9:20am XREFS: V_XTOPO_0192049 V_XRWAY_0192049 C_PROW_0192049

BOSSELVILLE FIFTH SUBDIVISION

HALL COUNTY, NEBRASKA

FINAL PLAT



LEGAL DESCRIPTION

A TRACT OF LAND CONSISTING OF ALL OF OUTLOT 1, BLOCK 2, BOSSELVILLE SUBDIVISION, PART OF THE EAST HALF OF THE SOUTHEAST QUARTER (E1/2, SE1/4) AND PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER (NE1/4, SW1/4, SE1/4) ALL OF SECTION THIRTEEN (13), TOWNSHIP TEN (10) NORTH, RANGE TEN (10) WEST OF THE 6TH P.M., HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF OUTLOT 1, BLOCK 2, BOSSELVILLE SUBDIVISION, SAID POINT ALSO BEING THE INTERSECTION OF THE WEST RIGHT-OF-WAY (R.O.W.) LINE OF U.S. HIGHWAY 281 AND THE NORTH R.O.W. LINE OF WOOD RIVER ROAD, AND ALSO BEING THE POINT OF BEGINNING; THENCE S88°56'21"W, ALONG THE SOUTH LINE OF SAID OUTLOT 1, BLOCK 2 AND SAID NORTH R.O.W. LINE, A DISTANCE OF 400.50 FEET; THENCE S01°04'22"E, ALONG SAID LINE, A DISTANCE OF 5.00 FEET; THENCE S88°55'36"W, ALONG SAID LINE, A DISTANCE OF 412.65 FEET TO A POINT OF CURVATURE; THENCE AROUND A CURVE IN A COUNTER CLOCKWISE DIRECTION, ALONG SAID LINE AND HAVING A DELTA ANGLE OF 38°21'29", HAVING A RADIUS OF 613.02 FEET, AND CHORD BEARING S69°43'50"W A CHORD DISTANCE OF 402.78 FEET; THENCE S50°32'28"W, ALONG SAID LINE, A DISTANCE OF 284.70 FEET TO THE SOUTHEASTERLY CORNER OF LOT 1, SAID BLOCK 2, BOSSELVILLE SUBDIVISION; THENCE N39°27'57"W, ALONG A LINE OF SAID LOT 1, A DISTANCE OF 115.00 FEET; THENCE N50°32'03"E, ALONG A LINE OF SAID LOT 1, A DISTANCE OF 147.60 FEET TO AN EASTERLY CORNER OF SAID LOT 1; THENCE S89°11'39"W, ALONG A NORTH LINE OF SAID LOT 1, A DISTANCE OF 144.07 FEET; THENCE S50°32'03"W, ALONG A NORTHWESTERLY LINE OF SAID LOT 1, A DISTANCE OF 189.38 TO A NORTHWESTERLY CORNER OF SAID LOT 1; THENCE S39°27'57"E, ALONG A SOUTHWESTERLY LINE OF SAID LOT 1, A DISTANCE OF 205.00 FEET TO A SOUTHERLY CORNER OF SAID LOT 1 AND ALSO BEING ON SAID R.O.W. LINE OF WOOD RIVER ROAD; THENCE S50°32'03"W, ALONG SAID R.O.W. LINE, A DISTANCE OF 40.00 FEET TO A SOUTHEASTERLY CORNER OF LOT 2, SAID BLOCK 2, BOSSELVILLE SUBDIVISION; THENCE N39°27'57"W, ALONG A NORTHEASTERLY LINE OF SAID LOT 2, A DISTANCE OF 205.00 FEET TO A NORTHERLY CORNER OF SAID LOT 2; THENCE S50°32'03"W, ALONG A NORTHWESTERLY LINE OF SAID LOT 2 AND LOT 3, SAID BLOCK 2, A DISTANCE OF 273.27 FEET; THENCE S38°10'45"E, ALONG A LINE OF SAID LOT 3, A DISTANCE OF 34.41 FEET; THENCE S51°49'15"W, ALONG A LINE OF SAID LOT 3, A DISTANCE OF 39.00 FEET; THENCE N38°10'45"W, ALONG A LINE OF SAID LOT 3, A DISTANCE OF 35.24 FEET TO A POINT OF CURVATURE; THENCE AROUND A CURVE IN A CLOCKWISE DIRECTION, ALONG SAID SOUTH LINE OF OUTLOT 1, HAVING A DELTA ANGLE OF 32°17'06", HAVING A RADIUS OF 300.00 FEET, AND A CHORD BEARING S72°46'47"W A CHORD DISTANCE OF 166.82 FEET. THENCE S88°55'20"W, ALONG SAID SOUTH LINE, A DISTANCE OF 528.64 FEET TO THE SOUTHWEST CORNER OF SAID OUTLOT1 AND ALSO BEING THE NORTHWEST CORNER OF LOT 6, SAID BLOCK 2, BOSSELVILLE SUBDIVISION; THENCE N00°40'08"E, ALONG A WEST LINE OF SAID OUTLOT 1, A DISTANCE OF 419.05 FEET TO THE NORTHWEST CORNER OF SAID OUTLOT 1; THENCE N88°51'17"E, ALONG A NORTH LINE OF SAID OUTLOT 1, A DISTANCE OF 1358.27 FEET; THENCE N00°26'35"E, ALONG A WEST LINE OF SAID OUTLOT 1, A DISTANCE OF 176.23 FEET TO A POINT ON THE WEST LINE OF A TRACT SURVEYED BY T.J. AITKEN, LS#458, DATED 7/15/2004; THENCE N25°15'47"W A DISTANCE OF 393.81 FEET TO A POINT OF CURVATURE; THENCE AROUND A CURVE IN A COUNTER CLOCKWISE DIRECTION, HAVING A DELTA ANGLE OF 01°37'07", HAVING A RADIUS OF 6358.83 FEET, AND CHORD BEARING N72°21'06"E A CHORD DISTANCE OF 179.64 FEET TO A POINT ON SAID WEST LINE OF A TRACT SURVEYED BY T.J. AITKEN; THENCE N00°26'08"E, ALONG SAID WEST LINE, A DISTANCE OF 90.38 FEET TO A POINT OF CURVATURE; THENCE AROUND A CURVE IN A COUNTER CLOCKWISE DIRECTION, ALONG SAID TRACT SURVEYED BY T.J. AITKEN, HAVING A DELTA ANGLE OF 67°08'10", HAVING A RADIUS OF 1256.97 FEET, AND CHORD BEARING N52°23'51"E A CHORD DISTANCE OF 1390.02 FEET ; THENCE N88°54'57"E, ALONG THE NORTH LINE OF SAID TRACT SURVEYED BY T.J. AITKEN, A DISTANCE OF 143.66 FEET TO A POINT ON SAID WEST R.O.W. LINE OF U.S. HIGHWAY 281; THENCE S00°19'17"E, ALONG SAID R.O.W. LINE, A DISTANCE OF 1411.96 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS A CALCULATED AREA OF 1,591,873.73 SQUARE FEET OR 36.544 ACRES MORE OR LESS.

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT ON _____, 2019, I COMPLETED AN ACCURATE SURVEY, UNDER MY PERSONAL SUPERVISION, OF ALL OF OUTLOT 1, BLOCK 2, BOSSELVILLE SUBDIVISION, PART OF THE EAST HALF OF THE SOUTHEAST QUARTER (E1/2, SE1/4) AND PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER (NE1/4, SW1/4, SE1/4) ALL OF SECTION THIRTEEN (13), TOWNSHIP TEN (10) NORTH, RANGE TEN (10) WEST OF THE 6TH P.M., HALL COUNTY, NEBRASKA, AS SHOWN ON THE ACCOMPANYING PLAT THEREOF; THAT IRON MARKERS, EXCEPT WHERE INDICATED, WERE FOUND AT ALL CORNERS; THAT THE DIMENSIONS ARE AS SHOWN ON THE PLAT; AND THAT SAID SURVEY WAS MADE WITH REFERENCE TO KNOWN AND RECORDED MONUMENTS.

JAI JASON ANDRIST, REGISTERED LAND SURVEYOR NUMBER, LS-630

SHEET 2 OF 2

olsson

201 East 2nd Street
Grand Island, NE 68801
TEL 308.384.8750
FAX 308.384.8752

PROJECT NO. 2019-2049
BOSSELMAN BOSSELVILLE
SUBDIVISION SURVEY
FB

DEDICATION OF PLAT

KNOW ALL MEN BY THESE PRESENTS, THAT BOSSELMAN TRAVEL CENTERS, INC., BEING THE OWNER OF THE LAND DESCRIBED HEREON, HAVE CAUSED SAME TO BE SURVEYED, SUBDIVIDED, PLATTED AND DESIGNATED AS "**BOSSELVILLE FIFTH SUBDIVISION**" BEING ALL OF OUTLOT 1, BLOCK 2, BOSSELVILLE SUBDIVISION, PART OF THE EAST HALF OF THE SOUTHEAST QUARTER (E1/2, SE1/4) AND PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER (NE1/4, SW1/4, SE1/4) ALL OF SECTION THIRTEEN (13), TOWNSHIP TEN (10) NORTH, RANGE TEN (10) WEST OF THE 6TH P.M., HALL COUNTY, NEBRASKA, AS SHOWN ON THE ACCOMPANYING PLAT THEREOF AND HEREBY DEDICATE THE EASEMENTS, AS SHOWN THEREON TO THE PUBLIC FOR THEIR USE FOREVER FOR THE LOCATION, CONSTRUCTION AND MAINTENANCE FOR PUBLIC SERVICE UTILITIES, TOGETHER WITH THE RIGHTS OF INGRESS AND EGRESS HERETO, AND HEREBY PROHIBITING THE PLANTING OF TREES, BUSHES AND SHRUBS, OR PLACING OTHER OBSTRUCTIONS UPON, OVER, ALONG OR UNDERNEATH THE SURFACE OF SUCH EASEMENTS; AND THAT THE FOREGOING ADDITION AS MORE PARTICULARLY DESCRIBED IN THE DESCRIPTION HEREON AS APPEARS ON THIS PLAT IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS AND PROPRIETORS.

IN WITNESS WHEREOF, I HAVE AFFIXED MY SIGNATURE HERETO,
AT _____, NEBRASKA, THIS ____ DAY OF _____, 2019.

BOSSELMAN TRAVEL CENTERS, INC.

BY: _____
CHARLES D. BOSSELMAN, Jr., PRESIDENT

ACKNOWLEDGMENT

STATE OF NEBRASKA
COUNTY OF HALL SS

ON THIS ____ DAY OF _____, 2019, BEFORE ME _____, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY, PERSONALLY APPEARED CHARLES D. BOSSELMAN, Jr., PRESIDENT, BOSSELMAN TRAVEL CENTERS, INC., TO ME PERSONALLY KNOWN TO BE THE IDENTICAL PERSON WHOSE SIGNATURE IS AFFIXED HERETO AND ACKNOWLEDGED THE EXECUTION THEREOF TO BE HIS VOLUNTARY ACT AND DEED. IN WITNESS WHEREOF, I HAVE HEREUNTO SUBSCRIBED MY NAME AND AFFIXED MY OFFICIAL SEAL AT _____, NEBRASKA, ON THE DATE LAST ABOVE WRITTEN.

MY COMMISSION EXPIRES _____

NOTARY PUBLIC

APPROVAL

SUBMITTED TO AND APPROVED BY THE REGIONAL PLANNING COMMISSION OF HALL COUNTY, CITIES OF GRAND ISLAND, WOOD RIVER, AND THE VILLAGES OF ALDA, CAIRO, AND DONIPHAN, NEBRASKA.

CHAIRPERSON _____ DATE _____

APPROVED AND ACCEPTED BY THE CITY OF GRAND ISLAND, NEBRASKA

THIS ____ DAY OF _____, 2019.

MAYOR

CITY CLERK

APPROVED AND ACCEPTED BY THE HALL COUNTY BOARD OF SUPERVISORS
THIS ____ DAY OF _____, 2019.

CHAIRPERSON

COUNTY CLERK

DWG: F:\2019\2001-2500\019-2049\40-Design\Survey\SRVY\Sheets\V_FPLAT_0192049.dwg USER: jjimenez
DATE: Sep 16, 2019 9:21am XREFS: V_XTOPO_0192049 V_XRWAY_0192049 C_PROW_0192049

* This Space Reserved for Register of Deeds *

SUBDIVISION AGREEMENT

BOSSELVILLE FIFTH SUBDIVISION

(Lots 1 through 3; Outlots A and B)

In the City of Grand Island, Hall County Nebraska

The undersigned, BOSSELMAN TRAVEL CENTERS, INC., hereinafter called the Subdivider, as owner of a tract of land in the City of Grand Island, Hall County, Nebraska, more particularly described as follows:

A TRACT OF LAND CONSISTING OF ALL OF OUTLOT 1, BLOCK 2, BOSSELVILLE SUBDIVISION, PART OF THE EAST HALF OF THE SOUTHEAST QUARTER (E1/2, SE1/4) AND PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER (NE1/4, SW1/4, SE1/4) ALL OF SECTION THIRTEEN (13), TOWNSHIP TEN (10) NORTH, RANGE TEN (10) WEST OF THE 6TH P.M., HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF OUTLOT 1, BLOCK 2, BOSSELVILLE SUBDIVISION, SAID POINT ALSO BEING THE INTERSECTION OF THE WEST RIGHT-OF-WAY (R.O.W.) LINE OF U.S. HIGHWAY 281 AND THE NORTH R.O.W. LINE OF WOOD RIVER ROAD, AND ALSO BEING THE POINT OF BEGINNING; THENCE S88°56'21"W, ALONG THE SOUTH LINE OF SAID OUTLOT 1, BLOCK 2 AND SAID NORTH R.O.W. LINE, A DISTANCE OF 400.50 FEET; THENCE S01°04'22"E, ALONG SAID LINE, A DISTANCE OF 5.00 FEET;

THENCE S88°55'36"W, ALONG SAID LINE, A DISTANCE OF 412.65 FEET TO A POINT OF CURVATURE; THENCE AROUND A CURVE IN A COUNTER CLOCKWISE DIRECTION, ALONG SAID LINE AND HAVING A DELTA ANGLE OF 38°21'29", HAVING A RADIUS OF 613.02 FEET, AND CHORD BEARING S69°43'50"W A CHORD DISTANCE OF 402.78 FEET; THENCE S50°32'28"W, ALONG SAID LINE, A DISTANCE OF 284.70 FEET TO THE SOUTHEASTERLY CORNER OF LOT 1, SAID BLOCK 2, BOSSELVILLE SUBDIVISION; THENCE N39°27'57"W, ALONG A LINE OF SAID LOT 1, A DISTANCE OF 115.00 FEET; THENCE N50°32'03"E, ALONG A LINE OF SAID LOT 1, A DISTANCE OF 147.60 FEET TO AN EASTERLY CORNER OF SAID LOT 1; THENCE S89°11'39"W, ALONG A NORTH LINE OF SAID LOT 1, A DISTANCE OF 144.07 FEET; THENCE S50°32'03"W, ALONG A NORTHWESTERLY LINE OF SAID LOT 1, A DISTANCE OF 189.38 TO A NORTHWESTERLY CORNER OF SAID LOT 1; THENCE S39°27'57"E, ALONG A SOUTHWESTERLY LINE OF SAID LOT 1, A DISTANCE OF 205.00 FEET TO A SOUTHERLY CORNER OF SAID LOT 1 AND ALSO BEING ON SAID R.O.W. LINE OF WOOD RIVER ROAD; THENCE S50°32'03"W, ALONG SAID R.O.W. LINE, A DISTANCE OF 40.00 FEET TO A SOUTHEASTERLY CORNER OF LOT 2, SAID BLOCK 2, BOSSELVILLE SUBDIVISION; THENCE N39°27'57"W, ALONG A NORTHEASTERLY LINE OF SAID LOT 2, A DISTANCE OF 205.00 FEET TO A NORTHERLY CORNER OF SAID LOT 2; THENCE S50°32'03"W, ALONG A NORTHWESTERLY LINE OF SAID LOT 2 AND LOT 3, SAID BLOCK 2, A DISTANCE OF 273.27 FEET; THENCE S38°10'45"E, ALONG A LINE OF SAID LOT 3, A DISTANCE OF 34.41 FEET; THENCE S51°49'15"W, ALONG A LINE OF SAID LOT 3, A DISTANCE OF 39.00 FEET; THENCE N38°10'45"W, ALONG A LINE OF SAID LOT 3, A DISTANCE OF 35.24 FEET TO A POINT OF CURVATURE; THENCE AROUND A CURVE IN A CLOCKWISE DIRECTION, ALONG SAID SOUTH LINE OF OUTLOT 1, HAVING A DELTA ANGLE OF 32°17'06", HAVING A RADIUS OF 300.00 FEET, AND A CHORD BEARING S72°46'47"W A CHORD DISTANCE OF 166.82 FEET. THENCE S88°55'20"W, ALONG SAID SOUTH LINE, A DISTANCE OF 528.64 FEET TO THE SOUTHWEST CORNER OF SAID OUTLOT1 AND ALSO BEING THE NORTHWEST CORNER OF LOT 6, SAID BLOCK 2, BOSSELVILLE SUBDIVISION; THENCE N00°40'08"E, ALONG A WEST LINE OF SAID OUTLOT 1, A DISTANCE OF 419.05 FEET TO THE NORTHWEST CORNER OF SAID OUTLOT 1; THENCE N88°51'17"E, ALONG A NORTH LINE OF SAID OUTLOT 1, A DISTANCE OF 1358.27 FEET; THENCE N00°26'35"E, ALONG A WEST LINE OF SAID OUTLOT 1, A DISTANCE OF 176.23 FEET TO A POINT ON THE WEST LINE OF A TRACT SURVEYED BY T.J. AITKEN, LS#458, DATED 7/15/2004; THENCE N25°15'47"W A DISTANCE OF 393.81 FEET TO A POINT OF CURVATURE; THENCE AROUND A CURVE IN A COUNTER CLOCKWISE DIRECTION, HAVING A DELTA ANGLE OF 01°37'07", HAVING A RADIUS OF 6358.83 FEET, AND CHORD BEARING N72°21'06"E A CHORD DISTANCE OF 179.64 FEET TO A POINT ON SAID WEST LINE OF A TRACT SURVEYED BY T.J. AITKEN; THENCE N00°26'08"E, ALONG SAID WEST LINE, A DISTANCE OF 90.38 FEET TO A POINT OF CURVATURE; THENCE AROUND A CURVE IN A

COUNTER CLOCKWISE DIRECTION, ALONG SAID TRACT SURVEYED BY T.J. AITKEN, HAVING A DELTA ANGLE OF 67°08'10", HAVING A RADIUS OF 1256.97 FEET, AND CHORD BEARING N52°23'51"E A CHORD DISTANCE OF 1390.02 FEET ; THENCE N88°54'57"E, ALONG THE NORTH LINE OF SAID TRACT SURVEYED BY T.J. AITKEN, A DISTANCE OF 143.66 FEET TO A POINT ON SAID WEST R.O.W. LINE OF U.S. HIGHWAY 281; THENCE S00°19'17"E, ALONG SAID R.O.W. LINE, A DISTANCE OF 1411.96 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS A CALCULATED AREA OF 1,591,873.73 SQUARE FEET OR 36.544 ACRES MORE OR LESS;

desires to have subdivided as a subdivision the foregoing tract of land located within the corporate limits of the City of Grand Island, Nebraska, and hereby submits to the City Council of such City for acceptance as provided by law an accurate map and plat of such proposed subdivision, to be known as BOSSELVILLE FIFTH SUBDIVISION, designating explicitly the land to be laid out and particularly describing the lots, easements, and streets belonging to such subdivision, with the lots designated by number, easements by dimensions, and streets by name, and proposes to cause the plat of such subdivision when finally approved by the Regional Planning Commission and the City Council to be acknowledged by such owner, certified as to accuracy of survey by a registered land surveyor, and to contain a dedication of the easements to the use and benefit of public utilities, and of the street to the use of the public forever. In consideration of the acceptance of the plat of said BOSSELVILLE FIFTH SUBDIVISION, the Subdivider hereby consents and agrees with the City of Grand Island, Nebraska, that it will install or provide at its expense the following improvements:

1. **Paving.** The Subdivider agrees to waive the right to object to the creation of any paving or repaving district for Wood River Road where it abuts the subdivision.
2. **Water.** Public water is available to the subdivision and the Subdivider agrees to extend, connect and provide water service to all lots in the subdivision in accordance

with plans and specifications approved by the Director of Public Works, and subject to the City's inspection.

3. **Sanitary Sewer.** Public sanitary sewer is available to the subdivision and the Subdivider agrees to extend, connect and provide sanitary sewer service to all lots in the subdivision in accordance with plans and specifications approved by the Director of Public Works, and subject to the City's inspection. The subdivider agrees to pay any assessments or connections fees due to the City upon connection to the City sanitary sewer. A sewer assessment tap fee of \$166,749.95 is due on parcel number 400418924, 25 acres in the E ½ of the SE ¼ of section 13- Township 10 N, Range 10 west of the 6th PM in Hall County, Nebraska

4. **Storm Drainage.** The Subdivider agrees to provide and maintain positive drainage from all lots, according to the drainage plan, so that storm drainage is conveyed to a public right-of-way or to other drainage systems so approved by the Director of Public Works. If the Subdivider fails to grade and maintain such drainage the City may create a drainage district to perform such work. The Subdivider agrees to waive the right to object to the creation of any drainage district benefitting the subdivision.

5. **Sidewalks.** The Subdivider shall install and maintain all public sidewalks requirejd by the City of Grand Island when the lots are built upon, and such sidewalk shall be regulated and required with the building permit for each such lot.

Street Name	Curb sidewalk	Conventional Sidewalk	Sidewalk Requirement Waived by Council
Wood River Road		X	NO

6. **Flood Plain.** Since all of the subdivision is within a delineated flood plain, all structures within areas identified as a special flood hazard area constructed shall have

the lowest floor elevation to a minimum of one foot above the elevation of the 100-year flood as determined by the building permit received by the Subdivider or successors from the Building Department under the provisions of applicable Federal, State, or local laws and regulations. No basement shall be constructed in connection with any structure in the flood plain unless such basement is floodproofed and certified as such by a qualified engineer or architect.

7. **Landscaping.** The Subdivider agrees to comply with the requirements of the Landscaping Regulations of the City of Grand Island, and plans as submitted to and approved by the City's Building Department.

8. **Easements.** Any easements shall be kept free of obstructions and the Subdivider shall indemnify the City for any removal or repair costs caused by any obstructions. In addition, the duty to maintain the surface of any easements to keep them clear of any worthless vegetation or nuisance shall run with the land.

9. **Engineering Data.** All final engineering plans and specifications for public improvements shall bear the signature and seal of a professional engineer registered in the State of Nebraska and shall be furnished by the Subdivider to the Department of Public Works for approval prior to contracting for construction of any improvements. Inspections of improvements under construction shall be performed under the supervision of a professional engineer registered in the State of Nebraska, and upon completion shall be subject to inspection and approval by the Department of Public Works prior to acceptance by the City of Grand Island. An "as built" set of plans and specifications including required test results bearing the seal and signature of a professional engineer registered in the State of Nebraska shall be filed with the Director of Public Works by the Subdivider prior to acceptance of these improvements by the City.

10. **Warranty.** The undersigned owner, as Subdivider, warrants that it is the owner in fee simple of the land described and proposed to be known as BOSSELVILLE FIFTH SUBDIVISION, and that an abstract of title or title insurance commitment will be submitted for examination, if necessary, upon request of the City of Grand Island.

11. **Successors and Assigns.** This agreement shall run with the land and shall be binding upon and inure to the benefit of the parties hereto, their successors, assigns, heirs, devisees, and legatees. Where the term "Subdivider" is used in this agreement, the subsequent owners of any lots in the subdivision shall be responsible to perform any of the conditions of this agreement if the Subdivider has not performed such conditions.

Dated _____, 2019.

BOSSELMAN TRAVEL CENTERS, INC.,
Subdivider

By: _____
Charles D. Bosselman, Jr., President

STATE OF NEBRASKA)
) ss
COUNTY OF HALL)

On _____, 2019, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Charles D. Bosselman Jr., President of Bosselman Travel Centers, Inc., a Nebraska Limited Liability Company, known personally to me to be the identical person and such officer who signed the foregoing Subdivision Agreement and acknowledged the execution thereof to be his voluntary act and deed for the purpose therein expressed on behalf of BOSSELMAN TRAVEL CENTERS, INC.

WITNESS my hand and notarial seal the date above written.

Notary Public

My commission expires: _____

By: _____
Roger G. Steele, Mayor

RaNae Edwards, City Clerk

On _____, 2019, before me, the undersigned,, a Notary Public in and for said County and State, personally came Roger G. Steele, Mayor of the City of Grand Island, Nebraska, a municipal corporation, known to me to be such officer and the identical person who signed the foregoing Subdivision Agreement and acknowledged that the foregoing signature was his voluntary act and deed pursuant to Resolution 2019-_____, and that the City's corporate seal was thereto affixed by proper authority.

Notary Public

My commission expires: _____

RESOLUTION 2019-288

WHEREAS, know all men by these presents, that Bosselman Travel Centers, Inc., being the owners of the land described hereon, has caused same to be surveyed, subdivided, platted and designated as "BOSELVILLE FIFTH SUBDIVISION", A tract of land consisting of all of Outlot 1, Block 2, Bosselville Subdivision, part of the East Half of the Southeast Quarter (E ½, SE ¼) and part of the Northeast Quarter of the Southwest Quarter of the Southeast Quarter (NE ¼, SW ¼, SE ¼) all of Section Thirteen (13), Township Ten (10) North, Range Ten (10) West of the 6th P.M., Hall County, Nebraska; and

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

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

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

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 24, 2019.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
September 9, 2019	☐ City Attorney



City of Grand Island

Tuesday, September 24, 2019

Council Session

Item G-10

#2019-289 - Approving Final Plat and Subdivision Agreement for Wanda's Estate Subdivision

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission

Meeting: September 10, 2019

Subject: Wanda's Estate Subdivision – Final Plat

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

Background

This property is located west of Locust Street and south Lake Street, just south of the old Honda Shop in Grand Island, Nebraska. (2 lots, 10.017 acres). This property is zoned LLR Large Lot Residential. A tract of land in the Southeast Quarter of the Northeast Quarter (NW1/4,) of Section Thirty-three (33), Township Eleven (11) north, Range Nine (9) west of the 6th P.M., in Grand Island, Hall County, Nebraska.

Discussion

The final plat for Wanda's Estate Subdivision was considered by the Regional Planning Commission at the September 4, 2019 meeting.

A motion was made by Maurer and second by Ruge to approve the final plat as presented.

A roll call vote was taken and the motion passed with 11 members present and voting in favor (Nelson, Allan, O'Neill, Ruge, Maurer, Robb, Monter, Rainforth, Rubio, Hendricksen and Kjar) and 1 member present voting no (Randone).

Alternatives

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

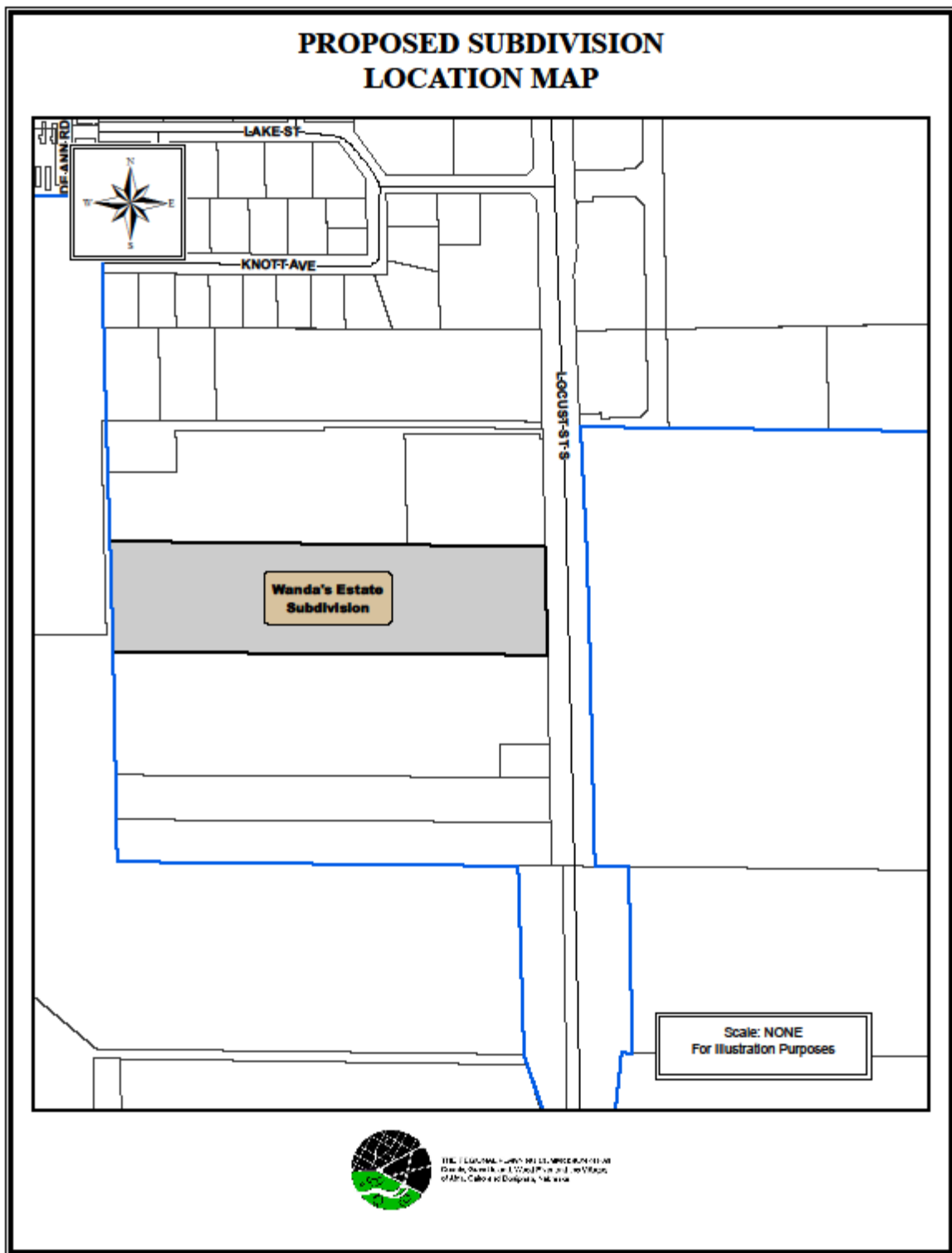
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

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

Sample Motion

Move to approve as recommended.



Developer/Owner
Wanda A. Kayl

3642 South Locust
Grand Island, NE 68801

To create 1 lot with Lewis Greenscape and the house to the west of the business and the farm ground to the south and east in Grand Island, Nebraska.

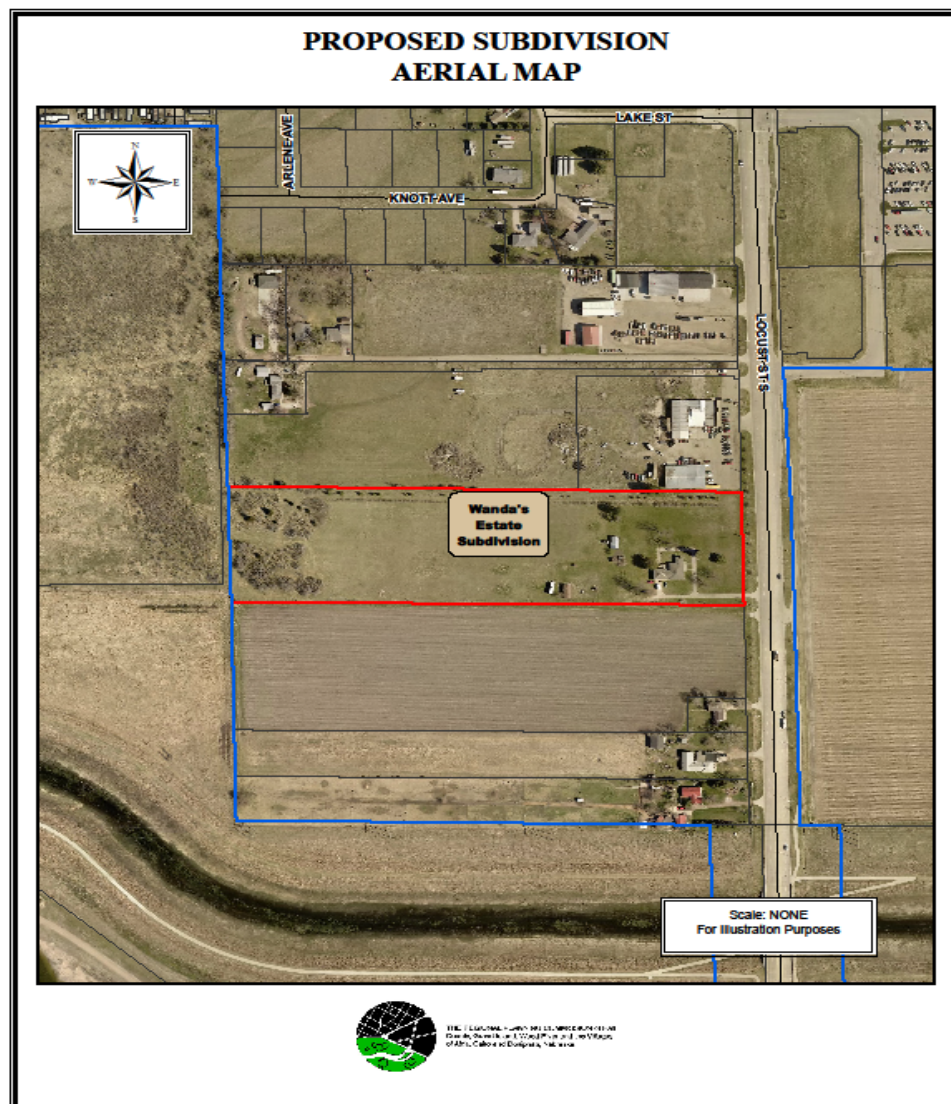
Size: 10.017 Acres 2 Lots

Zoning: LLR – Large Lot Residential

Road Access: Wildwood Drive is rural section county highway.

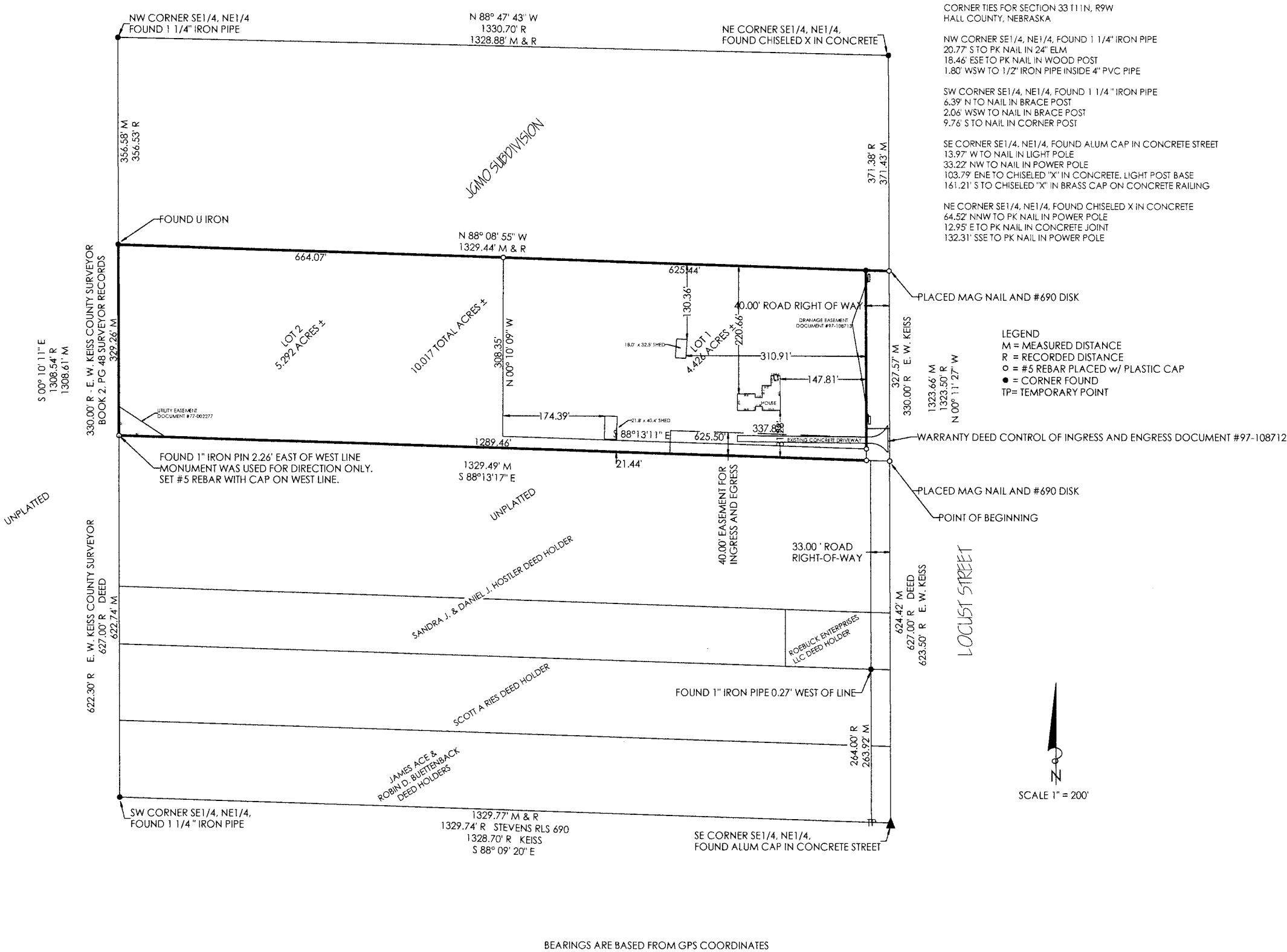
Water Public: City water is available.

Sewer Public: City sewer is available.



WANDA'S ESTATE

A TRACT OF LAND IN THE SE1/4, NE1/4 OF SECTION 33, T11N, R9W, GRAND ISLAND, HALL COUNTY, NEBRASKA



DEDICATION
KNOW ALL MEN BY THESE PRESENTS, that WANDA A. KAYL owner being the owner of the land described hereon has caused same to be surveyed, subdivided, platted and designated as 'WANDA'S ESTATE', an addition to the Grand Island, Hall County, Nebraska, as shown on the accompanying plat thereof, and do hereby dedicate the streets as shown thereon to the public forever, and the easements as shown thereon for the location, construction and maintenance of public service utilities, together with the right of ingress and egress thereto, and hereby prohibiting the planting of trees, bushes and shrubs, or placing other obstruction upon, over, along or underneath the surface of such easements; and that the foregoing subdivision as more particularly described in the description hereon as appears on this plat is made with the free consent and in accordance with the desires of the undersigned owner and proprietors. IN WITNESS WHEREOF, we have affixed our signatures hereto, at Grand Island, Nebraska, this _____ day of _____, 2019.

WANDA A. KAYL

ACKNOWLEDGEMENT
State Of Nebraska
County Of Hall SS

On the _____ day of _____, 2019, before me _____
a Notary Public within and for said County, personally appeared WANDA A. KAYL, to me personally known to be the identical person whose signature is affixed hereto, and that she did acknowledge the execution hereof to be her voluntary act and deed. IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal at Grand Island, Nebraska, on the last date above written.

My commission expires _____

Notary Public

LEGAL DESCRIPTION

A tract of land in the SE1/4, NE1/4 of Section of 33, T11N, R9W, Hall County, Nebraska, more particularly described as follows:

Commencing at the southeast corner of said SE1/4, NE1/4; thence N 00° 11' 27" W on and upon the east line of said SE1/4, NE1/4 a distance of 624.42 feet to the Point of Beginning; thence continuing on the afore said bearing a distance of 327.57 feet to a point; thence N 88° 08' 55" W on and upon the south line of JGMO Subdivision a distance of 1329.44 feet to a point on the west line of said SE1/4, NE1/4; thence S 00° 10' 11" E on and upon the west line of said SE1/4, NE1/4 a distance of 329.26 feet to a point; thence S 88° 13' 17" E a distance of 1329.3449 feet to the Point of Beginning. Said tract contains 10.017 acres more or less of which 0.299 acres more or less are Road right-of-way.

SURVEYORS CERTIFICATE

I hereby certify that on August 5, 2019 I completed an accurate survey under my supervision of (WANDA'S ESTATE), in the City of Grand Island, Hall County, Nebraska, as shown on the accompanying plat thereof; that the lots, blocks, streets, avenues, alleys, parks, commons and other grounds as contained in said subdivision as shown on the accompanying plat thereof; are well and accurately staked off and marked; that iron markers were placed at all corners as shown on the plat; that each lot bears its own number; and that said survey was made with reference to known and recorded monuments and I am a duly Registered Land Surveyor under the laws of the State of Nebraska.

Kelly Stevens, Registered Land Surveyor No. 690

APPROVALS
Submitted to and approved by the Regional Planning Commission of Hall County, Grand Island, Wood River, and the Villages of Alda, Cairo and Doniphan, Nebraska

Chairman

Date

Approved and accepted by the City of Grand Island, Nebraska, this _____ day of _____, 2019.

Mayor

City Clerk

(Seal)

SURVEY REQUESTED BY WANDA A. KAYL
STEVENS LAND SURVEYING LLC - 1604 RAINBOW ROAD, GRAND ISLAND, NE 68801 - 308-319-0464 - E-MAIL kstevens690@gmail.com
PROJECT NUMBER 19-181A - DATE 4/20/2019 - DRAWN BY K.S. - CHECKED BY AES

A TRACT OF LAND IN THE SE1/4, NE1/4 OF SECTION 33, T11N, R9W, GRAND ISLAND, HALL COUNTY, NEBRASKA



WANDA A. KAYL

ACKNOWLEDGEMENT

State Of Nebraska
County Of Hall SS

On the _____ day of _____, 2019, before me _____,
a Notary Public within and for said County, personally appeared WANDA A. KAYL, to me personally known to be the
identical person whose signature is affixed hereto, and that she did acknowledge the execution hereof to be her voluntary
act and deed. IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal at Grand Island,
Nebraska, on the last day above written.

My commission expires _____

Notary Public

LEGAL DESCRIPTION

A tract of land in the SE1/4, NE1/4 of Section of 33, T11N, R9W, Hall County, Nebraska, more particularly described as follows:

Commencing at the southeast corner of said SE1/4, NE1/4; thence N 00° 11' 27" W on and upon the east line of said SE1/4, NE1/4 a distance of 624.42 feet to the Point of Beginning; thence continuing on the afore said bearing a distance of 327.57 feet to a point; thence N 88° 08' 55" W on and upon the south line of JGMO Subdivision a distance of 1329.44 feet to a point on the west line of said SE1/4, NE1/4; thence S 00° 10' 11" E on and upon the west line of said SE1/4, NE1/4 a distance of 329.26 feet to a point; thence S 88° 13' 17" E a distance of 1329.3449 feet to the Point of Beginning. Said tract contains 10.017 acres more or less of which 0.299 acres more or less are Road right-of-way.

SURVEYORS CERTIFICATE

I hereby certify that on August 5, 2019 I completed an accurate survey under my supervision of (WANDA'S ESTATE), in the City of Grand Island, Hall County, Nebraska, as shown on the accompanying plat thereof; that the lots, blocks, streets, avenues, alleys, parks, commons and other grounds as contained in said subdivision as shown on the accompanying plat thereof; are well and accurately staked off and marked; that iron markers were placed at all corners as shown on the plat; that each lot bears its own number; and that said survey was made with reference to known and recorded monuments and I am a duly Registered Land Surveyor under the laws of the State of Nebraska.

Kelly Stevens, Registered Land Surveyor No. 690

APPROVALS

Submitted to and approved by the Regional Planning Commission of Hall County, Grand Island, Wood River, and the Villages of Alda, Cairo and Doniphan, Nebraska

Chairman

Date _____

Approved and accepted by the City of Grand Island, Nebraska, this _____ day of _____, 2019.

Mayor

City Clerk

(Seal)

SURVEY REQUESTED BY WANDA A. KAYL

STEVENS LAND SURVEYING LLC - 1604 RAINBOW ROAD, GRAND ISLAND, NE 68801 - 308-379-0464 - E-MAIL kstevens690@gmail.com

PROJECT NUMBER 19-18_A - DATE 4/20/2019 - DRAWN BY K.S. - CHECKED BY AES

* This Space Reserved for Register of Deeds *

SUBDIVISION AGREEMENT

WANDA'S ESTATE SUBDIVISION

(Lots 1 and 2)

In the City of Grand Island, Hall County Nebraska

The undersigned, WANDA A. KAYL, hereinafter called the Subdivider, as owner of a tract of land in the City of Grand Island, Hall County, Nebraska, more particularly described as follows:

A TRACT OF LAND IN SE1/4, NE1/4 OF SECTION OF 33, T11N, R9W, HALL COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SE1/4, NE1/4; THENCE N 00°11'27" W ON AND UPON THE EAST LINE OF SAID SE1/4, NE1/4 A DISTANCE OF 624.42 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ON THE AFORE SAID BEARING A DISTANCE OF 327.57 FEET TO A POINT; THENCE N 88°08'55"W ON AND UPON THE SOUTH LINE OF JGMO SUBDIVISION A DISTANCE OF 1329.44 FEET TO A POINT ON THE WEST LINE OF SAID SE1/4, NE1/4; THENCE S 00°10'11"E ON AND UPON THE WEST LINE OF SAID SE1/4, NE1/4 A DISTANCE OF 329.26 FEET TO A POINT; THENCE S

88°13'17"E A DISTANCE OF 1329.3449 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 10.017 ACRES MORE OF LESS OR WHICH 0.299 ACRES MORE OF LESS ARE ROAD RIGHT-OF-WAY;

desires to have subdivided as a subdivision the foregoing tract of land located within the corporate limits of the City of Grand Island, Nebraska, and hereby submits to the City Council of such City for acceptance as provided by law an accurate map and plat of such proposed subdivision, to be known as WANDA'S ESTATE SUBDIVISION, designating explicitly the land to be laid out and particularly describing the lots, easements, and streets belonging to such subdivision, with the lots designated by number, easements by dimensions, and streets by name, and proposes to cause the plat of such subdivision when finally approved by the Regional Planning Commission and the City Council to be acknowledged by such owner, certified as to accuracy of survey by a registered land surveyor, and to contain a dedication of the easements to the use and benefit of public utilities, and of the street to the use of the public forever. In consideration of the acceptance of the plat of said WANDA'S ESTATE SUBDIVISION, the Subdivider hereby consents and agrees with the City of Grand Island, Nebraska, that it will install or provide at its expense the following improvements:

1. **Paving.** The Subdivider agrees to waive the right to object to the creation of any paving or repaving district for Locust Street where it abuts the subdivision.
2. **Water.** Public water supply is available to the subdivision, and all new structures requiring service shall be connected to such water supply as required by Grand Island City Code.
3. **Sanitary Sewer.** Public sanitary sewer is available to the subdivision. Due to the distance between any new structures on Lot 2 of the subdivision and the existing service the city will allow a septic system on said lot 2. If the owners of lot 2 wish to connect to

the existing unused service the city will grant a license agreement to allow construction of sewer service line in front of Lot 1 in the right of way for Locust Street.

4. **Storm Drainage.** The Subdivider agrees to provide and maintain positive drainage from all lots, according to the drainage plan, so that storm drainage is conveyed to a public right-of-way or to other drainage systems so approved by the Director of Public Works. If the Subdivider fails to grade and maintain such drainage the City may create a drainage district to perform such work. The Subdivider agrees to waive the right to object to the creation of any drainage district benefitting the subdivision.

5. **Sidewalks.** Immediate sidewalk construction adjacent to Locust Street shall be waived. However, the sidewalks shall be constructed when the property owner is directed to do so by the City Council. In the event a Street Improvement District is created to pave any public street in the subdivision, the Subdivider agrees to install public sidewalks within one year of the completion of such street improvement district in accordance with the City of Grand Island Sidewalk Policy.

6. **Easements.** Any easements shall be kept free of obstructions and the Subdivider shall indemnify the City for any removal or repair costs caused by any obstructions. In addition, the duty to maintain the surface of any easements to keep them clear of any worthless vegetation or nuisance shall run with the land.

7. **Engineering Data.** All final engineering plans and specifications for public improvements shall bear the signature and seal of a professional engineer registered in the State of Nebraska and shall be furnished by the Subdivider to the Department of Public Works for approval prior to contracting for construction of any improvements. Inspections of improvements under construction shall be performed under the supervision of a professional engineer registered in the State of Nebraska, and upon completion shall be subject to inspection

and approval by the Department of Public Works prior to acceptance by the City of Grand Island. An "as built" set of plans and specifications including required test results bearing the seal and signature of a professional engineer registered in the State of Nebraska shall be filed with the Director of Public Works by the Subdivider prior to acceptance of these improvements by the City.

8. **Warranty.** The undersigned owner, as Subdivider, warrants that it is the owner in fee simple of the land described and proposed to be known as WANDA'S ESTATE SUBDIVISION, and that an abstract of title or title insurance commitment will be submitted for examination, if necessary, upon request of the City of Grand Island.

9. **Successors and Assigns.** This agreement shall run with the land and shall be binding upon and inure to the benefit of the parties hereto, their successors, assigns, heirs, devisees, and legatees. Where the term "Subdivider" is used in this agreement, the subsequent owners of any lots in the subdivision shall be responsible to perform any of the conditions of this agreement if the Subdivider has not performed such conditions.

Dated _____, 2019.

WANDA A. KAYL, Subdivider

By: _____
Wanda A. Kayl

STATE OF NEBRASKA)
) ss
COUNTY OF HALL)

On _____, 2019, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Wanda A. Kayl, known personally to me to be the identical persons who signed the foregoing Subdivision Agreement and acknowledged the execution thereof to be his and her voluntary act and deed for the purpose therein expressed.

WITNESS my hand and notarial seal the date above written.

Notary Public

RESOLUTION 2019-289

WHEREAS, know all men by these presents, that Wanda A. Kayl being the owner of the land described hereon, has caused same to be surveyed, subdivided, platted and designated as “WANDA’S ESTATE SUBDIVISION”, A tract of land in the Southeast Quarter of the Northeast Quarter (SE1/4,NE1/4) of Section Thirty-three (33), Township Eleven (11) North, Range Nine (9) West of the 6th P.M., Hall County, Nebraska; and

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

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

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

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 24, 2019.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
September 6, 2019	☐ City Attorney



City of Grand Island

Tuesday, September 24, 2019

Council Session

Item G-11

#2019-290 - Approving Certificate of Final Completion for Water Main Project 2019-W-2 - 7th & Darr Streets

Staff Contact: Tim Luchsinger, Utilities Director

Council Agenda Memo

From: Timothy Luchsinger, Utilities Director

Meeting: September 24, 2019

Subject: Water Main Project 2019-W-2 – West 7th Street and North Darr Avenue – Certificate of Final Completion

Presenter(s): Timothy Luchsinger, Utilities Director

Background

Water Main Project 2019-W-2 has been completed by the City of Grand Island Utilities Water Department. The work removed one public low flow fire hydrant and relocated two public fire hydrants near the intersection of West 7th Street and North Darr Avenue. A site map of the area is attached for reference.

Discussion

The project has been completed in accordance with the terms and conditions of the engineered plans.

Alternatives

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

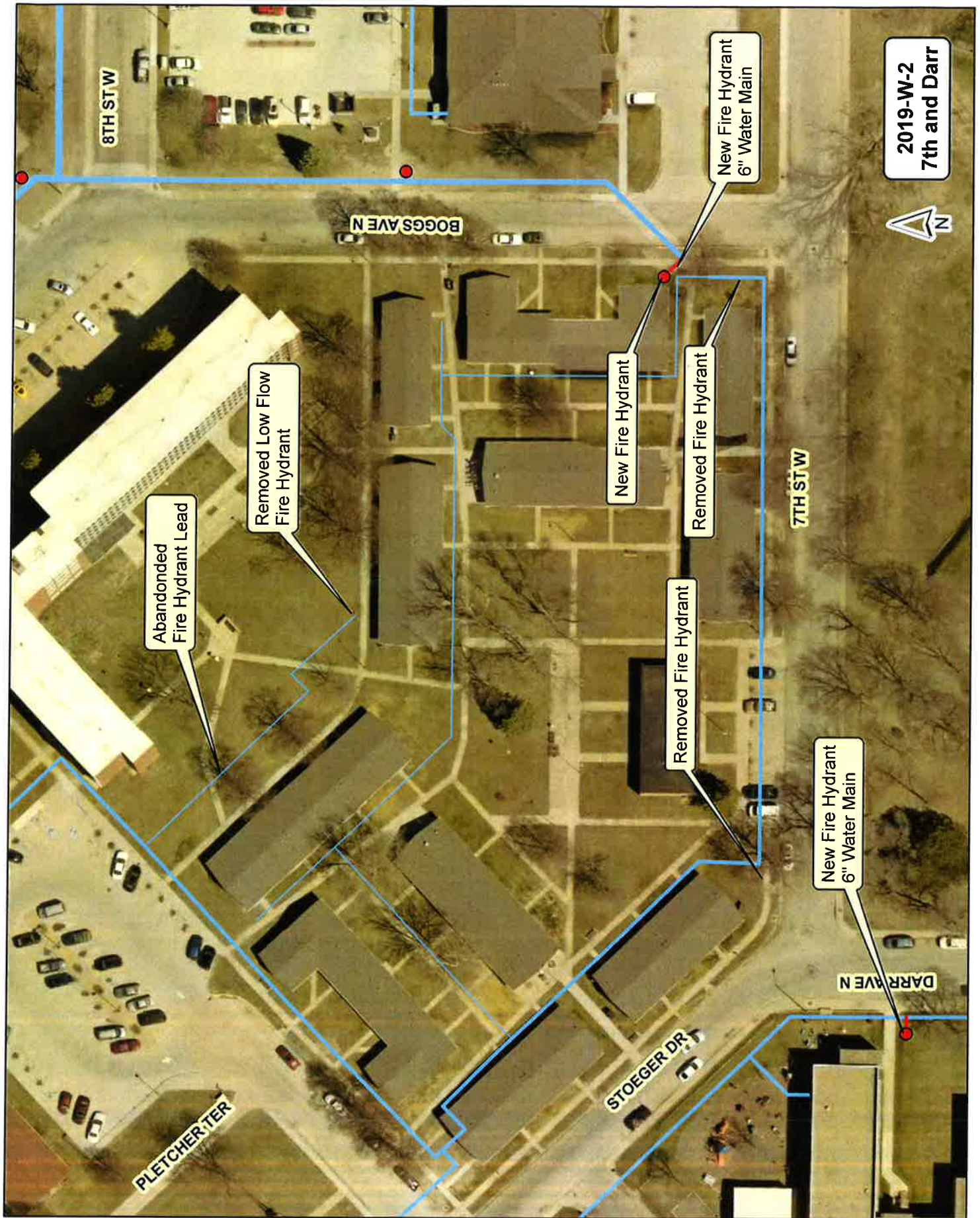
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council approve the Certificate of Final Completion for Water Main Project 2019-W-2 – West 7th Street and North Darr Avenue.

Sample Motion

Move to approve the Certificate of Final Completion for Water Main Project 2019-W-2 - West 7th Street and North Darr Avenue.



ENGINEER'S CERTIFICATE OF FINAL COMPLETION

Water Main Project 2019-W-2

Water Main Project 2019-W-2 was installed by the City of Grand Island Utilities Water Department. The work removed one public low flow fire hydrant and relocated two public fire hydrants near the intersection of West 7th Street and North Darr Avenue. The work has been completed and complies with the plans.

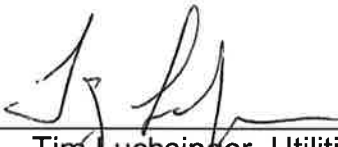


Jamie L. Royer, P.E. #E-17387

9/9/2019

Date

I hereby authorize Water Main Project 2019-W-2 to be incorporated into the City of Grand Island water system.



Tim Luchsinger, Utilities Director

9-11-19

Date

CERTIFICATE OF FINAL COMPLETION

Water Main Project 2019-W-2
7th Street and North Darr Avenue

September 24, 2019

Water Main Project 2019-W-2 was completed by the City of Grand Island Utilities Water Department.

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 in accordance with the provision in Section 16-650, R.R.S., 1943.

Respectfully Submitted,



John Collins, Public Works Director

.....

WATER MAIN PROJECT 2019-W-2
7th Street and North Darr Avenue

September 24, 2019

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 2019-W-2 be approved.

Respectfully Submitted,

Roger G. Steele, Mayor

RESOLUTION 2019-290

WHEREAS, the Utilities Engineer and Public Works Director have issued a Certificate of Final Completion for Water Main Project 2019-W-2 located near the intersection of West 7th Street and North Darr Avenue in the City of Grand Island, Nebraska, certifying that the City of Grand Island Utilities Water Department has completed such project according to the terms, condition, and plans 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's recommendation.

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 2019-W-2 is hereby confirmed.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 24, 2019.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
September 20, 2019	☐ City Attorney



City of Grand Island

Tuesday, September 24, 2019

Council Session

Item G-12

#2019-291 - Approving Certificate of Final Completion for Water Main Project 2018-W-9 - 20th & Wheeler Streets

Staff Contact: Tim Luchsinger, Utilities Director

Council Agenda Memo

From: Timothy Luchsinger, Utilities Director

Meeting: September 24, 2019

Subject: Water Main Project 2018-W-9 – West 20th Street and North Wheeler Avenue – Certificate of Final Completion

Presenter(s): Timothy Luchsinger, Utilities Director

Background

Water Main Project 2018-W-9 has been completed by the City of Grand Island Utilities Water Department. The work resolved a storm sewer/water main conflict and added one public fire hydrant near the intersection of West 20th Street and North Wheeler Avenue. A site map of the area is attached for reference.

Discussion

The project has been completed in accordance with the terms and conditions of the engineered plans.

Alternatives

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

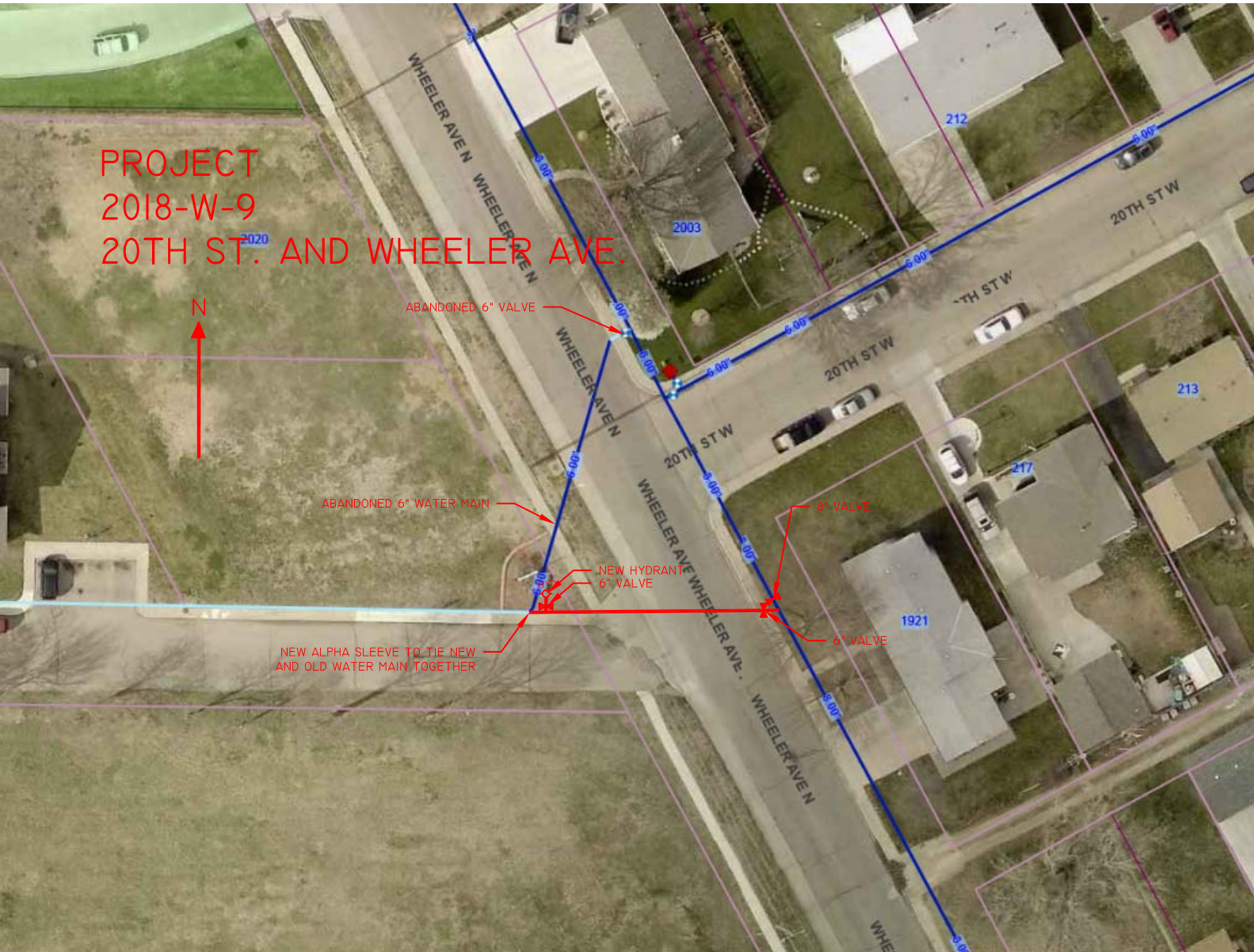
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council approve the Certificate of Final Completion for Water Main Project 2018-W-9 – West 20th Street and North Wheeler Avenue.

Sample Motion

Move to approve the Certificate of Final Completion for Water Main Project 2018-W-9 – West 20th Street and North Wheeler Avenue.



ENGINEER'S CERTIFICATE OF FINAL COMPLETION

Water Main Project 2018-W-9

Water Main Project 2018-W-9 was installed by the City of Grand Island Utilities Water Department. The work resolved a storm sewer / water main conflict and added one public fire hydrant near the intersection of West 20th Street and North Wheeler Avenue. The work has been completed and complies with the plans.




Jamie L. Royer, P.E. #E-17387

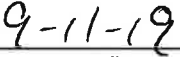


Date

I hereby authorize Water Main Project 2018-W-9 to be incorporated into the City of Grand Island water system.



Tim Luchsinger, Utilities Director



Date

CERTIFICATE OF FINAL COMPLETION

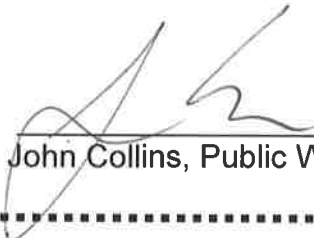
Water Main Project 2018-W-9
West 20th Street and North Wheeler Avenue

September 24, 2019

Water Main Project 2018-W-9 was completed by the City of Grand Island Utilities Water Department.

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 in accordance with the provision in Section 16-650, R.R.S., 1943.

Respectfully Submitted,



John Collins, Public Works Director

WATER MAIN PROJECT 2018-W-9
West 20th Street and North Wheeler Avenue

September 24, 2019

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-9 be approved.

Respectfully Submitted,

Roger G. Steele, Mayor

RESOLUTION 2019-291

WHEREAS, the Utilities Engineer and Public Works Director have issued a Certificate of Final Completion for Water Main Project 2018-W-9 located near the intersection of West 20th Street and North Wheeler Avenue, in the City of Grand Island, Nebraska, certifying that the City of Grand Island Utilities Water Department has completed such project according to the terms, condition, and plans 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's recommendation.

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-9 is hereby confirmed.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 24, 2019.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
September 20, 2019	☐ City Attorney



City of Grand Island

Tuesday, September 24, 2019

Council Session

Item G-13

#2019-292 - Approving Transmission Planning Services

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

From: Tim Luchsinger, Utilities Director
Stacy Nonhof, Interim City Attorney

Meeting: September 24, 2019

Subject: Consulting Services Agreement with GDS Associates, Inc., for Transmission Planning Services

Presenter(s): Tim Luchsinger, Utilities Director

Background

The Grand Island Utilities Department (GIUD) utilizes a 115,000 Volt transmission loop around the City to connect the substations together as well as provide interconnections with Nebraska Public Power District (NPPD) in five locations. These transmission facilities are required to comply with several federal regulatory standards.

Earlier this year, Midwest Reliability Organization (MRO), the regional compliance enforcement agency, informed Grand Island Utilities that they would require registration as a Transmission Planner within the next year. The Transmission Planner requirements involve routine engineering analysis, identification and evaluation of necessary upgrades and attending regular meetings.

Discussion

The Transmission Planning standards require some significant time and equipment to accomplish. As with many compliance responsibilities, it isn't cost effective for a small utility to perform these functions in-house. There are organizations that perform these functions for a number of utilities and are able to spread many of these costs out.

The decision was made to issue a Request for Proposal. Two proposals were received on July 24th from GDS Associates, Inc., and KLJ Engineering. Proposals were evaluated on responsiveness, company experience, personnel experience and commercial terms. The evaluation determined that GDS Associates, Inc., provided the best proposal and is currently performing these services for several other similar sized utilities. Due to confidentiality, the Agreement is provided to Council under separate cover.

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 a future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council approve the Consulting Services Agreement with GDS Associates, Inc., for Transmission Planning Services.

Sample Motion

Move to approve the Consulting Services Agreement with GDS Associates, Inc.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

**REQUEST FOR PROPOSALS
FOR
TRANSMISSION PLANNING SERVICES**

RFP DUE DATE: July 24, 2019 at 4:00 pm

DEPARTMENT: Utilities

PUBLICATION DATE: May 15, 2019

NO. POTENTIAL BIDDERS: 7

PROPOSALS RECEIVED

GDS Associates, Inc.
Marietta, GA

KLJ Engineering
Englewood, CO

cc: Tim Luchsinger, Utilities Director
Jerry Janulewicz, Interim City Administrator
Stacy Nonhof, Purchasing Agent

Pat Gericke, Utilities Admin Assist.
Patrick Brown, Finance Director
Travis Burdett, Deputy Utilities Director

P2130

CONSULTING SERVICES AGREEMENT

THIS AGREEMENT, made as of the 24 day of September 2019, by and between GDS Associates, Inc. (“GDS Associates”), a corporation and validly existing under the laws of the State of Georgia and City of Grand Island, Nebraska (“Client”), and validly existing under the laws of the State of Nebraska.

WITNESSETH

WHEREAS, GDS Associates is engaged in the business of providing professional engineering and general consulting services; and

WHEREAS, Client desires to retain the services of GDS Associates; and

WHEREAS, GDS Associates is willing to provide Client with certain consulting services, and Client is willing to accept such services, all upon the terms and conditions contained herein.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the parties hereto hereby agree as follows:

1. SERVICES

This Agreement shall be applicable, to all professional engineering, engineering consulting, and other consulting services performed for or on behalf of Client by GDS Associates (“Services”) as described in Exhibit A attached hereto and which is incorporated herein and made a part hereof.

2. TERM

- (a) Except as otherwise provided herein, this Agreement is effective from the date first written above and shall remain in effect until the earlier of (i) termination in writing by either party or (ii) upon completion of the Services specified in Exhibit A and payment of

all amounts owing to GDS Associates for such Services but not later than three years from the effective date of this Agreement, unless extended by mutual agreement of Client and GDS.

- (b) (i) This Agreement may be terminated upon the receipt of thirty (30) days' written notice of such termination by either party from the other.
- (ii) In the event of any termination under this subparagraph (b), GDS Associates shall be compensated as provided herein for all Services rendered up to and including the date of receipt of notice of termination.

3. RESPONSIBILITIES OF CLIENT

With regard to the Services, Client, without limitation, shall:

- (a) designate and authorize an officer or other agent of Client to act on Client's behalf in all matters reasonably related to the project;
- (b) provide GDS Associates with all criteria and necessary information;
- (c) furnish to GDS Associates all existing studies, reports, and other data available to Client pertinent to the project;
- (d) obtain for GDS Associates' use additional reports, data, or information as may be reasonably required by GDS Associates;
- (e) review and examine all Services provided by GDS Associates to Client and, when necessary, obtain counsel, whether legal or otherwise, in connection with decisions made pursuant to or collateral to such Services.

In performing Services hereunder, GDS Associates shall have the right to justifiably rely on any and all such studies, reports, data, and services provided to GDS Associates by or on behalf of Client.

4. BREACH

In the event either party hereto breaches any of the provisions of this Agreement, the non-breaching party at its option may give the breaching party written notice of such breach and shall allow the breaching party reasonable time to cure such breach. In the event such breach is not cured within said time, this Agreement shall terminate, and Client shall compensate GDS Associates for all Services performed or contracted for up to and including the date of the termination of this Agreement.

5. COMPENSATION

GDS Associates shall be compensated for Services in accordance with Exhibit B attached hereto and which is incorporated herein and made a part hereof.

6. PAYMENT

GDS Associates shall submit statements to Client for all charges and Services rendered by GDS Associates and for costs incurred by GDS Associates as provided in Exhibit B hereto. Client agrees to pay promptly to GDS Associates all amounts stated on each such statement. If payment is not received by GDS Associates within thirty (30) days after GDS Associates' delivery of such statement to Client by U.S. Mail and/or emailed or otherwise, the amounts due GDS Associates may include a monthly charge equal to the higher of: (a) the prime rate plus one percent (1%) divided by twelve (12); or (b) an amount equal to eighteen percent (18%) annually, one and one-half percent (1-1/2%) monthly. Such monthly charge shall accrue on all amounts due from said thirtieth (30th) day through the date on which such statement is paid in full; provided, however, that in no event shall such charge exceed the maximum legal rate allowable by law. Client understands and agrees that in the event of non-payment, GDS Associates may, after giving written notice to Client, suspend Services under this Agreement. The failure of GDS

Associates to impose any such charges or suspend any Services for any period of time shall not constitute a waiver of GDS Associates' right to do so at any future date.

In the event Client fails to pay GDS Associates all amounts which become due under this Agreement, or fails to perform any of its obligations hereunder, and GDS Associates refers such matter to an attorney, Client agrees to pay, in addition to any amounts due hereunder, any and all costs incurred by GDS Associates as a result of such action, including reasonable attorneys' fees.

In the event GDS Associates defaults under this Agreement, or fails to perform any of its obligations hereunder, and Client refers such matter to an attorney, GDS Associates agrees to pay, in addition to any damages caused their default, any and all costs incurred by Client as a result of such action, including reasonable attorneys' fees.

7. DOCUMENTS, SOFTWARE, SYSTEMS, AND PROCESSES

- (a) Unless otherwise provided Exhibit A, all documents provided by GDS Associates to Client pursuant to this Agreement are instruments of service with respect to a particular project and are not intended or represented to be suitable for reuse by Client or others. Client understands and agrees that any such reuse by Client without the written verification and authorization by GDS Associates of such reuse shall be at Client's sole risk and without liability or legal exposure to GDS Associates.
- (b) Unless otherwise provided in Exhibit A, all software, systems, and processes formulated or developed by GDS Associates in connection with a project pursuant to this Agreement are the sole property of GDS Associates, and Client shall have no rights to the use of nor make any proprietary claims to such software, systems, processes or items.
- (c) Without limitation, GDS Associates shall not be liable for any suits or claims for infringement of any patent rights or copyrights resulting from GDS Associates'

infringement of such rights in connection with any Project Assignment involving any invention, design, process, product, or device specified or included in a Project Assignment by Client.

- (d) Without limitation, GDS Associates shall hold any information given to them by Client as confidential and proprietary information and shall protect such information from unauthorized dissemination.
- (e) Without limitation, GDS Associates shall be liable for any suits or claims for unauthorized dissemination of confidential and proprietary information given to them by Client in connection with this Agreement.

8. COST CONTROL

Opinions of probable costs, financial evaluations, feasibility studies, economic analyses of alternate solutions, and utilitarian considerations of operations and maintenance costs prepared by GDS Associates hereunder shall be made on the basis of GDS Associates' best judgment as a consulting firm in accordance with generally accepted standards. Client understands and agrees that GDS Associates' opinions, evaluations, studies, analyses, and considerations are often based on conditions over which GDS Associates has no control and that any such studies, analyses, evaluations, and opinions of probable costs prepared by GDS Associates must of necessity be speculative. Accordingly, GDS Associates in no way warrants or represents that any of such studies, analyses, evaluations, or opinions of probable costs will not vary as a result of such conditions.

9. INDEMNIFICATION AND INSURANCE

- (a) Client understands and agrees that Client shall immediately indemnify and hold GDS Associates harmless against and in respect to, without limitation, any and all actions,

suits, proceedings, demands, assessments, judgments, costs, expenses, losses or attorneys' fees (hereinafter referred to as "Liabilities") arising out of, in connection with, or as a result of the performance of Services by GDS Associates on behalf of Client; provided, however, that such indemnification shall not apply to the extent GDS Associates is liable for any such Liability due to GDS Associates' negligence.

- (b) GDS Associates understands and agrees that it shall immediately indemnify and hold Client harmless against and in respect to, without limitation, any and all "Liabilities" arising out of, in connection with, or as a result of GDS Associates unauthorized dissemination of proprietary and confidential information.
- (c) Without limitation, Client understands and agrees that in the event Client is required to indemnify GDS Associates under the provisions of this Paragraph 9 for Services, or costs or expenses associated thereunder, the terms and conditions for compensation of GDS Associates contained in Paragraph 5 hereof shall be controlling where applicable and to the fullest extent possible.

10. PROJECT ASSIGNMENTS

- (a) Client understands and agrees that all Services provided by GDS Associates to Client shall be upon the terms and conditions contained in this Agreement. Client understands and agrees and further warrants and represents to GDS Associates that such Services shall only be performed pursuant to the terms and conditions of this Agreement and may only be amended as provided herein.
- (b) Exhibit A to this Agreement specifies the duties and responsibilities of GDS Associates pursuant to this Agreement. To the extent there is a conflict between this Agreement and Exhibit A, this Agreement shall prevail.

- (c) Any project schedule, as it pertains to the project, and any subsequent modification thereto shall be prepared with GDS Associates' concurrence. GDS Associates shall not be liable for any damages arising from late performance caused by riots, storms, fire, explosions, war, embargo, acts of God, or any other cause beyond GDS Associates' reasonable control.
- (d) GDS Associates agrees to use its best efforts to commence work on the project as scheduled and to comply with the project schedule as mutually agreed upon by Client and GDS Associates. Client agrees that it shall furnish GDS Associates with all necessary data and fulfill its responsibilities and obligations hereunder in a timely manner. Client further agrees that if Client fails to fulfill its responsibilities and obligations in a timely manner hereunder, GDS Associates shall be due an extension of time to such project schedule due to such failure.
- (e) If Services required as a result of a change requested by the Client and mutually agreed to by the parties extend the time required for completion of the project, the time allocated for the Project Assignment shall be adjusted accordingly.

11. SUBCONTRACTORS

GDS Associates may, upon consultation with Client, retain qualified subcontractors from time to time to assist in the performance of Services under this Agreement.

12. CONTRACTUAL RELATIONS

Nothing contained in this Agreement or any amendments hereto shall create or cause any contractual relationship or liability between GDS Associates and any third parties.

13. SPECIAL AND CONSEQUENTIAL DAMAGES

In no event shall GDS Associates be liable for any special or consequential damages even if GDS Associates has been advised of the possibility of such damages.

14. GENERAL

This Agreement between GDS Associates and Client contains the entire agreement of the parties hereto regarding the subject matter hereof, and no representation, inducement, promise or agreement, oral or otherwise, between the parties hereto regarding the subject matter hereof, not embodied herein, shall be of any force or effect. The provisions hereof shall inure to the benefit of and be binding upon the parties hereto, their legal representatives, successors, and permitted assigns.

15. SEVERABILITY

If any clause or provision of this Agreement is held or deemed to be illegal, invalid, or unenforceable under present or future laws effective during the term hereof, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the parties hereto that in lieu of each clause or provision of this Agreement that is illegal, invalid, or unenforceable, there be deemed to have been added as a part of this Agreement, a clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible, and at the same time, be legal, valid, and enforceable. All rights, powers, and privileges conferred hereunder upon the parties hereto shall be deemed cumulative of and in addition to those provided by law.

16. CAPTIONS

The captions in this Agreement are added as a matter of convenience only and shall not be considered in the construction, interpretation, or enforcement of any provision hereof.

17. ASSIGNMENTS

This Agreement may not be assigned by either party without the written approval of the other party; provided, however, approval of such assignment shall not be unreasonably withheld.

18. WAIVER

Any waiver at any time by either party hereto of its rights with respect to the other party or with respect to any matter arising in connection with this Agreement shall not be considered a waiver with respect to any subsequent default or matter.

19. NOTICES

All notices required to be given in writing under this Agreement shall be deemed delivered when deposited in the United States mail with first class postage prepaid unless otherwise provided herein. Such notice if being given to GDS Associates shall be addressed to:

President
GDS ASSOCIATES, INC.
Suite 800
1850 Parkway Place
Marietta, Georgia 30067-8237

and if being given to Client shall be addressed to:

Grand Island Utilities
Attn: Assistant Utilities Director – Transmission
700 E. Bischeld St.
Grand Island, NE 68801

Either party may change its respective notice address by written notice as specified above.

20. GOVERNING LAW

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Nebraska.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the date first written above.

CITY OF GRAND ISLAND, NEBRASKA

By: _____

Print Name: _____

Title: _____

GDS ASSOCIATES, INC.

By: 

Print Name: SETH W. BROWN

Title: VICE PRESIDENT

RESOLUTION 2019-292

WHEREAS, the City of Grand Island invited proposals for Transmission Planning Services, according to plans and specifications on file with the Utilities Department; and

WHEREAS, proposals were received by July 25, 2019 at 4:00 p.m. and were opened and reviewed; and

WHEREAS, GDS Associates, Inc., of Marietta, Georgia, submitted a proposal in accordance with the terms of the advertisement of the proposal and plans and specifications and all other statutory requirements contained therein, and GDS Associates, Inc., is currently performing these services for several other similar sized utilities.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the proposal from GDS Associates, Inc., for transmission Planning Services, is hereby approved as the best responsible proposal.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 24, 2019.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
September 20, 2019	☐ City Attorney



City of Grand Island

Tuesday, September 24, 2019

Council Session

Item G-14

#2019-293 - Approving Acquisition of Utility Easement - 4075 West 13th Street - Hall County School District 2

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

Staff Contact: Tim Luchsinger, Stacy Nonhof

RESOLUTION 2019-293

WHEREAS, a public utility easement is required by the City of Grand Island from Hall County School District 2, to survey, construct, inspect, maintain, repair, replace, relocate, extend, remove, and operate thereon, public utilities and appurtenances, including power lines and;

WHEREAS, a public hearing was held on September 24, 2019, for the purpose of discussing the proposed acquisition of a ten (10.0) foot utility easement located through a part of Lot One (1), Block Two (2), Neumann Second Subdivision, in the City of Grand Island, Hall County, Nebraska; and more particularly described as follows:

The northerly ten (10.0) feet of Lot One (1), Block Two (2), Neumann Second Subdivision in the City of Grand Island, Hall County, Nebraska.

The above-described easement and right-of-way containing a total of .125 acres, more or less as shown on the plat dated 5/29/2019, marked Exhibit "A", attached hereto and incorporated herein by reference.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island be, and hereby is, authorized to acquire a public utility easement from Hall County School District 2 on the above-described tract of land.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 24, 2019.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
September 20, 2019	☐ City Attorney



City of Grand Island

Tuesday, September 24, 2019

Council Session

Item G-15

#2019-294 - Approving Platte Generation Station Coal Combustion Residual (CCR) Groundwater Services CSM/ASD

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

From: Timothy G. Luchsinger, Utilities Director
Stacy Nonhof, Interim City Attorney

Meeting: September 24, 2019

Subject: PGS - Coal Combustion Residual (CCR) Groundwater
Services CSM/ASD

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

Background

On April 17, 2015, the U.S. Environmental Protection Agency (EPA) published the final rule for the regulation and management of Coal Combustion Residual (CCR) under the Resource Conservation and Recovery Act (RCRA). The rule became effective on October 19, 2015. In general, CCR compliance activities include publication of public information on the web, signage, groundwater sampling, and impoundment structural and safety assessment is required for the Platte Generating Station.

Platte Generating Station personnel reviewed the regulations and determined consulting services were needed to meet the CCR Rule compliance schedule. HDR Engineering was hired as the sole source to ensure timeliness, high quality and consistency among other electric utilities and independent power producers in Nebraska.

Discussion

On September 27, 2016 Council approved HDR Engineering to complete task 1-4 to include ground water sampling, review of the Ash Landfill Closure Plan, Post-closure plan, and Run-on/run-off control system plan for a cost not to exceed \$86,290.00. Additional task #5-9 were identified to meet the next phases of the CCR Rule. These next tasks are to include:

Task 5-100 through 300: Complete the second half of the ground water sampling, statistical analysis, and reporting required. Not to exceed \$31,900.00.

Task 6-100 through 200: Complete an alternative source demonstration investigation. Not to exceed \$39,300.00.

Task 7-100 through 200: Complete the annual inspection and reporting of fugitive dust control. Not to exceed \$12,760.00.

Task 8- 100 through 300: Complete the annual groundwater sampling, statistical analysis and reporting for 2019. Not to exceed \$54,800.00.

Task 9-100 through 200: Prepare a conceptual site model of the hydrologic and hydro-geochemical setting of the PGS Ash Landfill and evaluate the results of the model. Not to exceed \$51,200.00.

To ensure the same high quality and consistency for these next phases of the CCR Rule 257.95(g) and NDEE Title 132, it is recommended that HDR Engineering continue with these tasks. HDR is providing professional consultant services regarding CCR to Omaha Public Power District, Hastings Utilities, Fremont Utilities and the Public Power Generation Agency.

The total cost to be approved, for a not-to-exceed fee amount of \$189,960.00.

In accordance with City Procurement Code, plant staff recommends that the Council authorize HDR Engineering to continue their services as the Consulting Engineer for the Platte Generating Station CCR requirements.

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 authorize HDR, Inc., of Omaha, Nebraska, for providing Engineering services to meet the Coal Combustion Residuals Program - 2019 Conceptual Site Model and Alternate Source Demonstration for Platte Generating Station, for a fee not to exceed \$189,960.00.

Sample Motion

Move to authorize HDR, Inc., of Omaha, Nebraska, to providing Engineering Services for the Platte Generating Station - 2019 Conceptual Site Model and Alternate Source Demonstration requirements, for a fee not to exceed \$189,960.00.

RESOLUTION 2019-294

WHEREAS, the U.S. Environmental Protection Agency's Rule for the regulation and management of Coal Combustion Residual (CCR) under the Resource Conservation and Recovery Act (RCRA) became effective on October 19, 2015; and

WHEREAS, personal at the Platte Generating Station reviewed the regulations and determined consulting services were needed to meet the CCR Rule Compliance schedule, and HDR Engineering was hired as the sole source to ensure timeliness, high quality and consistency among other electric utilities and independent power producers in Nebraska; and

WHEREAS, on September 27, 2016 Council approved HDR Engineering to complete task 1-4 to include ground water sampling, review of the Ash Landfill Closure Plan, Post-closure Plan, and Run-on/run-off Control System Plan for a cost not to exceed \$86,290.00, and additional task #5-9 were identified to allow compliance of the CCR Rule which include:

Task 5-100 through 300: Complete the second half of the ground water sampling, statistical analysis, and reporting required. Not to exceed \$31,900.00.

Task 6-100 through 200: Complete an alternative source demonstration investigation. Not to exceed \$39,300.00.

Task 7-100 through 200: Complete the annual inspection and reporting of fugitive dust control. Not to exceed \$12,760.00.

Task 8- 100 through 300: Complete the annual groundwater sampling, statistical analysis and reporting for 2019. Not to exceed \$54,800.00.

Task 9-100 through 200: Prepare a conceptual site model of the hydrologic and hydro-geochemical setting of the PGS Ash Landfill and evaluate the results of the model. Not to exceed \$51,200.00.

WHEREAS, to ensure compliance and consistency for the CCR Rule 257.95(g) and NDEE Title 132, it is recommended that HDR Engineering continue with these tasks at a cost not to exceed \$189,960.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that HDR Engineering is authorized to continue the tasks associated with the CCR Rule and NDEE Title 132 in an amount not to exceed \$189,960.00.

- - -

Approved as to Form	☐ _____
September 20, 2019	☐ City Attorney

Adopted by the City Council of the City of Grand Island, Nebraska, September 24, 2019.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, September 24, 2019

Council Session

Item G-16

**#2019-295 - Approving Correction to Resolution No. 2019-221
Regarding Purchase of Sludge Blanket Level Detectors 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: September 24, 2019

Subject: Approving Correction to Resolution No. 2019-221 Regarding Purchase of Sludge Blanket Level Detectors for the Wastewater Division of the Public Works Department

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

Background

On July 23, 2019 the Grand Island City Council approved Resolution No. 2019-221, which allowed for. The Wastewater Division uses such detectors in all five (5) clarifiers to monitor the collection of solids, which allows the operators to monitor sludge blanket levels and make adjustments to the clarifiers to optimize their function. Monitoring and keeping sludge levels within the optimum range keeps the plant effluent within the permitted limits for solids discharge. The reason for the replacement of all the current detector is that they have reached their end of life and are no longer in production or supported by the manufacturer.

Discussion

Resolution No. 2019-221 incorrectly stated the vendor, Analytical Technology, Inc. of Collegeville, Pennsylvania, which is the dealer. The vendor should have been listed as Willco, Inc. of Omaha, Nebraska who is the authorized sales representative for the Grand Island territory.

The Wastewater Division of the Public Works Department is requesting a resolution to correct the vendor to, Willco, Inc. of Omaha, Nebraska, for the purchase of Sludge Blanket Level Detectors for all five (5) clarifiers in the amount of \$25,690.00.

Alternatives

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

1. Move to approve

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

Recommendation

City Administration recommends that the Council approve the correction to Resolution No. 2019-221, which corrects the vendor to Willco, Inc. of Omaha, Nebraska for the purchase of Sludge Blanket Level Detectors for all five (5) clarifiers in the amount of \$25,690.00.

Sample Motion

Move to approve the resolution.

RESOLUTION 2019-295

WHEREAS, the City of Grand Island City Council approved Resolution No. 2019-221, which allowed for the purchase of Sludge Blanket Level Detectors for all five (5) clarifiers from Analytical Technology, Inc. of Collegeville, Pennsylvania for the Wastewater Division of the Public Works Department; and

WHEREAS, Resolution No. 2019-221 incorrectly stated the vendor, which should have been Willco, Inc. of Omaha, Nebraska who is the authorized sales representative for the Grand Island territory.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the amendment of Resolution No. 2019-221 is hereby approved to correct the vendor to Willco, Inc. of Omaha, Nebraska in the amount of \$25,690.00 for the purchase of five (5) Sludge Blanket Level Detectors for the Wastewater Division of the Public Works Department.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 24, 2019.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
September 20, 2019	☐ City Attorney



City of Grand Island

Tuesday, September 24, 2019

Council Session

Item G-17

**#2019-296 - Approving Bid Award for Concrete Pad Upgrade;
Project No. 2019-WWTP-4**

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

Council Agenda Memo

From: Jon Menough PE, Wastewater Treatment Plant Engineer

Meeting: September 24, 2019

Subject: Approving Bid Award for Concrete Pad Upgrade; Project No. 2019-WWTP-4

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

Background

On August 27, 2019 the Engineering Division of the Public Works Department advertised for bids for Concrete Pad Upgrade; Project No. 2019-WWTP-4 at the Wastewater Treatment Plant.

This project will extend the existing concrete pad at the Wastewater Treatment Plant to allow for easier movement of equipment used daily in the plant operations.

Discussion

Four (4) bids were received and opened on September 10, 2019. The Engineering Division of the Public Works Department and the Purchasing Division of the City's Attorney's Office have reviewed the bids that were received. A summary of the bids is shown below.

	<i>EXCEPTIONS</i>	<i>BID PRICE</i>
Carlos Guerrero Construction of Grand Island, Nebraska	None	\$30,889.00
Bigzby's, Inc. of Grand Island, Nebraska	None	\$34,184.00*
Carkoski Construction, Inc. of Loup City, Nebraska	Noted	\$38,424.00
Myers Construction, Inc. of Broken Bow, Nebraska	None	\$62,378.00

*Corrected Bid

There are sufficient funds in the approved 2019/2020 budget to fund this project.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the bid award to the low compliant bidder, Carlos Guerrero Construction of Grand Island, Nebraska in the amount of \$30,889.00.

Sample Motion

Move to approve the bid award.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: September 10, 2019 at 2:15 p.m.
FOR: Concrete Pad Upgrade; Project No. 2019-WWTP-4
DEPARTMENT: Public Works
ESTIMATE: \$31,000.00
FUND/ACCOUNT: 53030054-85213-53035
PUBLICATION DATE: August 27, 2019
NO. POTENTIAL BIDDERS: 14

SUMMARY

Bidder:	<u>Philip Carkoski Construction, Inc.</u> Loup City, NE	<u>Myers Construction, Inc.</u> Broken Bow, NE
Bid Security:	Farmington Casualty Co.	Inland Insurance Co.
Exceptions:	Noted	None
Bid Price:	\$38,424.00	\$62,378.00

Bidder:	<u>Carlos Guerrero Construction</u> Grand Island, NE	<u>Bigzby's, Inc.</u> Grand Island, NE
Bid Security:	Cashier's Check	Western Surety Company
Exceptions:	None	None
Bid Price:	\$30,889.00	\$34,168.00

cc: John Collins, Public Works Director
Jerry Janulewicz, Interim City Administrator
Stacy Nonhof, Purchasing Agent

Catrina DeLosh, PW Admin. Assist.
Patrick Brown, Finance Director
Roger Scott, Wastewater Engineer

P2152

DRAFT CONTRACT AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 2019, by and between **CARLOS GUERRERO CONSTRUCTION**, hereinafter called the Contractor, and the City of Grand Island, Nebraska, hereinafter called the City.

WITNESSETH:

THAT, WHEREAS, in accordance with law, the City has caused contract documents to be prepared and an advertisement calling for bids to be published, for construction of **CONCRETE PAD UPGRADE; PROJECT NO. 2019-WWTP-4**; and

WHEREAS, the City, in the manner prescribed by law, has publicly opened, examined, and canvassed the proposals submitted, and has determined the aforesaid Contractor to be the lowest responsive bidder, and has duly awarded to the said Contractor a contract therefore, for the sum or sums named in the Contractor's bid, a copy thereof being attached to and made a part of this contract;

NOW, THEREFORE, in consideration of the compensation to be paid to the Contractor and of the mutual agreements herein contained, the parties have agreed and hereby agree, the City for itself and its successors, and the Contractor for itself or themselves, and its or their successors, as follows:

ARTICLE I. That the Contractor shall (a) furnish all tools, equipment, superintendence, transportation, and other construction materials, services and facilities; (b) furnish, as agent for the City, all materials, supplies and equipment specified and required to be incorporated in and form a permanent part of the completed work; (c) provide and perform all necessary labor; and (d) in a good substantial and workmanlike manner and in accordance with the requirements, stipulations, provisions, and conditions of the contract documents as listed in the attached General Specifications, said documents forming the contract and being as fully a part thereof as if repeated verbatim herein, perform, execute, construct and complete all work included in and covered by the City's official award of this contract to the said Contractor, such award being based on the acceptance by the City of the Contractor's bid;

ARTICLE II. That the City shall pay to the contractor for the performance of the work embraced in this contract and the contractor will accept as full compensation therefore the sum (subject to adjustment as provided by the contract) of **THIRTY THOUSAND EIGHT HUNDRED EIGHTY NINE AND 00/100 (\$30,889.00)** for all services, materials, and work covered by and included in the contract award and designated in the foregoing Article I; payments thereof to be made in cash or its equivalent in the manner provided in the General Specifications.

ARTICLE III. The contractor hereby agrees to act as agent for the City in purchasing materials and supplies for the City for this project. The City shall be obligated to the vendor of the materials and supplies for the purchase price, but the contractor shall handle all payments hereunder on behalf of the City. The vendor shall make demand or claim for payment of the purchase price from the City by submitting an invoice to the contractor. Title to all materials and supplies purchased hereunder shall vest in the City directly from the vendor. Regardless of the method of payment, title shall vest immediately in the City. The contractor shall not acquire title to any materials and supplies incorporated into the project. All invoices shall bear the contractor's name as agent for the City. This paragraph will apply only to these materials and supplies actually incorporated into and becoming a part of the finished product of **CONCRETE PAD UPGRADE; PROJECT NO. 2019-WWTP-4**.

ARTICLE IV. Final completion shall be **November 30, 2019**.

ARTICLE V. It is understood and agreed that time is the essence of the contract. Should the Contractor fail to perform the work within the period of time stipulated in the Contract Agreement, the Contractor shall pay to the City, as liquidated damages and not as a penalty, **\$250.00 per calendar day** of default unless extensions of time granted by the City specifically provide for the waiving of liquidated damages. The City shall have the right to deduct the liquidated damages from any moneys in its hands, otherwise due, or to become due, to the Contractor, or to sue for and recover compensation for damages for non-performance of this contract within the time stipulated.

ARTICLE VI. The City of Grand Island, Nebraska operates on a fiscal year beginning October 1st and ending on the following September 30th. It is understood and agreed that any portion of this agreement which will be performed in a future fiscal year is contingent upon the City Council adopting budget statements and appropriations sufficient to fund such performance.

ARTICLE VII. The Contractor agrees to comply with all applicable State fair labor standards in the execution of this contract as required by Section 73-102, R.R.S. 1943. The Contractor further agrees to comply with the provisions of Section 48-657, R.R.S. 1943, pertaining to contributions to the Unemployment Compensation Fund of the State of Nebraska.

ARTICLE VIII. During the performance of this contract, the Contractor and all subcontractors agree not to discriminate in hiring or any other employment practice on the basis of race, color, religion, sex, national origin, age or disability and to comply at all times with all applicable state and federal civil rights acts and executive orders of the President of the United States.

ARTICLE IX. Every public contractor and their subcontractors who are awarded a contract by the City for the physical performance of services within the State of Nebraska shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

ARTICLE X. City Code states that it is unethical for any person to offer, give or agree to give any City employee or former City employee, or for any City employee or former City employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

ARTICLE XI. The City reserves the right to terminate this contract at any time upon sixty (60) days notice. If the contract is terminated, the contractor will be compensated for any services, not in dispute, rendered to date of termination.

ARTICLE XII. FAIR EMPLOYMENT PRACTICES: Each proposer agrees that they will not discriminate against any employee or applicant for employment because of age, race, color, religious creed, ancestry, handicap, sex or political affiliation.

ARTICLE XIII. LB 403: Every public consultant and his, her or its subcontractors who are awarded an agreement by the City for the physical performance of services within the State of Nebraska shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

IN WITNESS WHEREOF, the parties hereto have executed this Contract Agreement as of the date and year first above written.

CARLOS GUERRERO CONSTRUCTION

By _____ Date_____

Title _____

CITY OF GRAND ISLAND, NEBRASKA,

By _____ Date _____
Mayor

Attest: _____
City Clerk

The contract and bond are in due form according to law and are hereby approved.

_____ Date _____
Attorney for the City

APPENDIX A – TITLE VI NON-DISCRIMINATION -

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

- (1) **Compliance with Regulations:** The consultant shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this agreement.
- (2) **Nondiscrimination:** The Consultant, with regard to the work performed by it during the agreement, shall not discriminate on the grounds of race, color, or national origin, sex, age, and disability/handicap in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The consultant shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor supplier shall be notified by the consultant of the consultant's obligations under this agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.
- (4) **Information and Reports:** The consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City of Grand Island or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a consultant is in the exclusive possession of another who fails or refuses to furnish this information the consultant shall so certify to the City of Grand Island, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of the consultant's noncompliance with the nondiscrimination provisions of this agreement, the City of Grand Island shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - (a.) withholding of payments to the consultant under the agreement until the consultant complies, and/or
 - (b.) cancellation, termination or suspension of the agreement, in whole or in part.
- (6) **Incorporation of Provisions:** The consultant shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The consultant shall take such action with respect to any subcontract or procurement as the City of Grand Island or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the consultant may request the City of Grand Island to enter into such litigation to protect the interests of the City of Grand Island, and, in addition, the consultant may request the United States to enter into such litigation to protect the interests of the United States.

RESOLUTION 2019-296

WHEREAS, the City of Grand Island invited sealed bids for Concrete Pad Upgrade; Project No. 2019-WWTP-4, according to plans and specifications on file with the Public Works Department; and

WHEREAS, on September 10, 2019 bids were received, opened, and reviewed; and

WHEREAS, Carlos Guerrero Construction of Grand Island, Nebraska submitted a bid in accordance with the terms of the advertisement of bids and plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$30,889.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Carlos Guerrero Construction of Grand Island, Nebraska in the amount of \$30,889.00 for Concrete Pad Upgrade; Project No. 2019-WWTP-4 is hereby approved as the lowest responsible bid.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 24, 2019.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
September 20, 2019	☐ City Attorney



City of Grand Island

Tuesday, September 24, 2019

Council Session

Item G-18

#2019-297 - Approving 2019 Municipal Annual Certification of Program Compliance to the Nebraska Board of Classifications and Standards

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

Council Agenda Memo

From: Shannon Callahan, Street Superintendent

Meeting: September 24, 2019

Subject: 2019 Municipal Annual Certification of Program Compliance to the Nebraska Board of Classifications and Standards

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

Background

Changes of the reporting requirements to the Nebraska Board of Classifications and Standards (NBCS) were approved by the Nebraska Legislature in March of 2019 with the passing of LB82. Highlights of the changes are below.

In prior years, the City has been required to hold a public hearing on, adopt, and file with the NBCS a One- and Six-Year Street Improvement Plan on a calendar year basis. The City would typically hold the public hearing in December or January. LB82 still requires a public hearing on and adoption of a One- and Six-Year Street Improvement Plan but has given municipalities the ability to choose whether they will continue to report on a calendar year basis or change to a fiscal year basis (part of the budget process).

The City was also previously required to report on and file with the NBCS a financial report of Road, Street, & Highway Programs referred to as the State Street Report. This submittal included specific detailed forms of program expenditures, revenues, equipment inventory, equipment maintenance costs, and material inventory values. With the passing of LB82, this report is no longer required to be completed or filed with the NBCS but the City will need to certify that it does use systems for tracking the above items.

Discussion

Attached is the new Annual Certification of Program Compliance that will be filed with NBCS in place of filing the One- and Six-Year Street Improvement Plan and the State Street Report.

The 2019 One- and Six-Year Street Improvement Plan was approved by Council and filed with the NBCS before the LB82 changes came into effect and is thus in compliance with that requirement.

The tracking of tax revenue and expenditures for the purposes of highway, street, or road use is accomplished with the 210 Fund and the 410 Fund. Fleet Services keeps an inventory of equipment and machinery and also tracks the maintenance costs of each. Supply inventory is tracked by the Streets Division's asset management program.

Public Works staff is recommending the signing of the 2019 Municipal Annual Certification of Program Compliance to the Nebraska Board of Classifications and Standards.

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 signing of the 2019 Municipal Annual Certification of Program Compliance to the Nebraska Board of Classifications and Standards.

Sample Motion

Move to approve the signing of the 2019 Municipal Annual Certification of Program Compliance to the Nebraska Board of Classifications and Standards.



LEGISLATIVE UPDATE

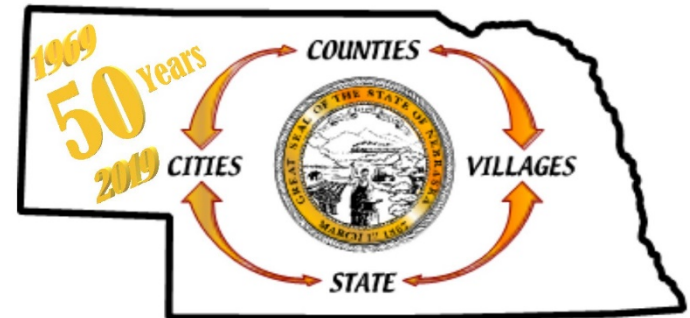
NDOT Boards-Liaison Services

League of Nebraska Municipalities
City and Village Clerks

June 2019 - Lincoln



Boards – Liaison Services Section



Safe and efficient transportation over public roads through professional management

Board of Public Roads Classifications & Standards

Board of Examiners for County Highway & City Street Superintendents

Nebraska's Public Highways, Roads and Streets

Statutes circa 1969 strove for uniformity and consistency

- Professional management of road and street programs
- Safety, quality, geometrics, maintenance

To a large degree, the above have been accomplished by 2019

- Orderly planning for works and projects – One- and Six-Year planning
- Systems of budgeting, accounting, inventory
- Reasonable uniformity and consistency across the state, accommodating traffic while striving for fewer crashes

Nebraska's Roads and Streets

Governor's executive order No. 17-04 (2017) drove review of all existing rules and regulations

After 50 years, the NBCS believed it was time for updates to better reflect present highway, road and streets issues and needs.

Review efforts by key stakeholders resulted in action by the Legislature via LB82

LB82 – Generally, What Does It Do?

Passed by Legislature March 1, 2019

Approved by Governor March 7, 2019

Effective Immediately!

Eliminates annual reporting to the Nebraska Board of Public Roads Classifications and Standards (NBCS) – now requires an Annual Certification of Program Compliance

Promotes more local control

Allows the NBCS* more flexibility with design standards

BOTTOM LINE: REDUCE REGULATORY BURDEN

* Nebraska Board of Public Roads
Classifications and Standards

LB82 – What Is It?

Passed by Legislature March 1, 2019

Approved by Governor March 7, 2019

Effective Immediately!

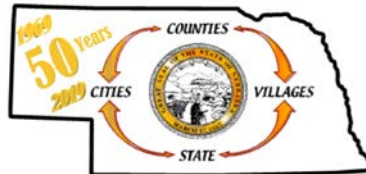
This
Presentation



The Two Most Significant Parts to LB82 Affecting Counties and Municipalities

- One Certification (with accompanying Resolution) instead of annual submittals of the One- and Six-Year Plan or Program and the financial and inventory reporting (formerly called SSAR) to the NBCS*
- Practical, Flexible and Context Sensitive programs can be approved by NBCS

The first major change in 50 years to the Nebraska system of managing public roads and streets



* Nebraska Board of Public Roads
Classifications and Standards

“Certification” by Resolution

- **One Resolution**, the *Annual Certification of Program Compliance*, covers both the OneAndSix and financial/inventory systems.
- Certifies that each entity has provided their citizens the opportunity to know how each government entity intends to spend their highway money and to determine its performance when measured against its plans.
- NDOT Boards-Liaison Services Section will mail out certification forms each year to the Clerks, to be completed, signed and returned by **October 31**.

Municipality Annual Certification of Program Compliance

MUNICIPAL ANNUAL CERTIFICATION OF PROGRAM COMPLIANCE TO NEBRASKA BOARD OF PUBLIC ROADS CLASSIFICATIONS AND STANDARDS 2019

In compliance with the provisions of the State of Nebraska Statutes, sections 39-2115, 39-2119, 39-2120, 39-2121, and 39-2520(2), requiring annual certification of program compliance to the Board of Public Roads Classifications and Standards, the City ☐ Village ☐ of _____
(Check one box) (Print name of jurisdiction)
hereby certifies that it:

- ✓ has developed, adopted, and included in its public records the plans, programs, or standards required by sections 39-2115 and 39-2119;
- ✓ meets the plans, programs, or standards of design, construction, and maintenance for its highways, roads, or streets;
- ✓ expends all tax revenue for highway, road, or street purposes in accordance with approved plans, programs, or standards, including county and municipal tax revenue as well as highway-user revenue allocations;
- ✓ uses a system of revenue and costs accounting which clearly includes a comparison of receipts and expenditures for approved budgets, plans, programs, and standards;
- ✓ uses a system of budgeting which reflects uses and sources of funds in terms of plans, programs, or standards and accomplishments;
- ✓ uses an accounting system including an inventory of machinery, equipment, and supplies;
- ✓ uses an accounting system that tracks equipment operation costs;
- ✓ has included in its public records the information required under subsection (2) of section 39-2520; and
- ✓ has attached to this certification, a copy of the resolution of the governing body authorizing the signing of this certification by the Mayor or Village Board Chairperson.

Signature of Mayor ☐ or Village Board Chairperson ☐ (Required)

(Date)

Signature of City Street Superintendent (Optional)

(Date)

Return the completed original certification and resolution by
October 31, 2019 to:

Nebraska Board of Public Roads Classifications and Standards
PO Box 94759
Lincoln NE 68509



RESOLUTION

SIGNING OF THE MUNICIPAL ANNUAL CERTIFICATION OF PROGRAM COMPLIANCE FORM 2019

Resolution No. _____

Whereas: State of Nebraska Statutes, sections 39-2115, 39-2119, 39-2120, 39-2121, and 39-2520(2), requires an annual certification of program compliance to the Nebraska Board of Public Roads Classifications and Standards; and

Whereas: State of Nebraska Statute, section 39-2120 also requires that the annual certification of program compliance by each municipality shall be signed by the mayor or village board chairperson and shall include a copy of a resolution of the governing body of the municipality authorizing the signing of the certification form.

Be it resolved that the Mayor ☐ Village Board Chairperson ☐ of _____
(Check one box) (Print name of jurisdiction)
is hereby authorized to sign the attached Municipal Annual Certification of Program Compliance form

Adopted this _____ day of _____, 20____ at _____ Nebraska.
(Month)

City Council/Village Board Members

City Council/Village Board Member _____
Moved the adoption of said resolution _____
Member _____ Seconded the Motion _____
Roll Call: _____ Yes _____ No _____ Abstained _____ Absent _____
Resolution adopted, signed and billed as adopted

Attest:

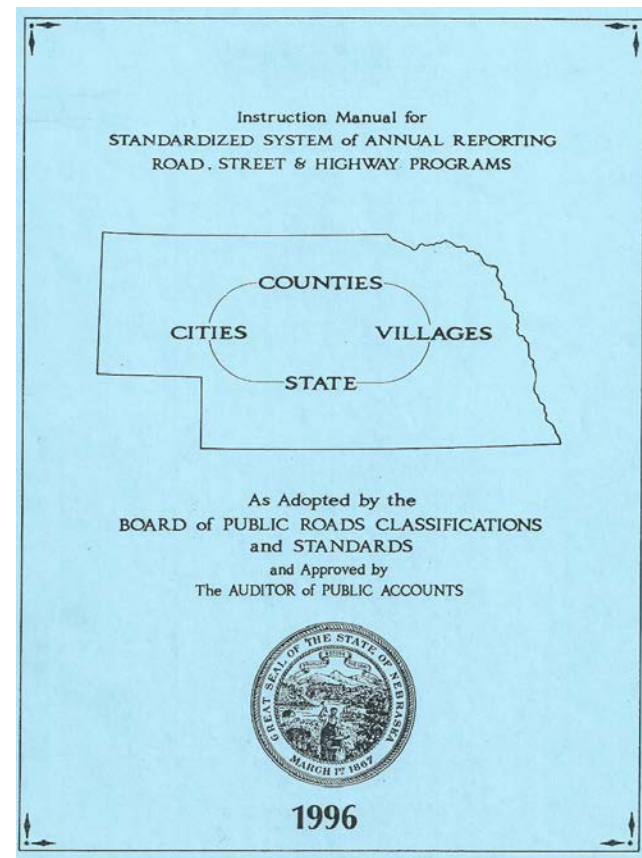
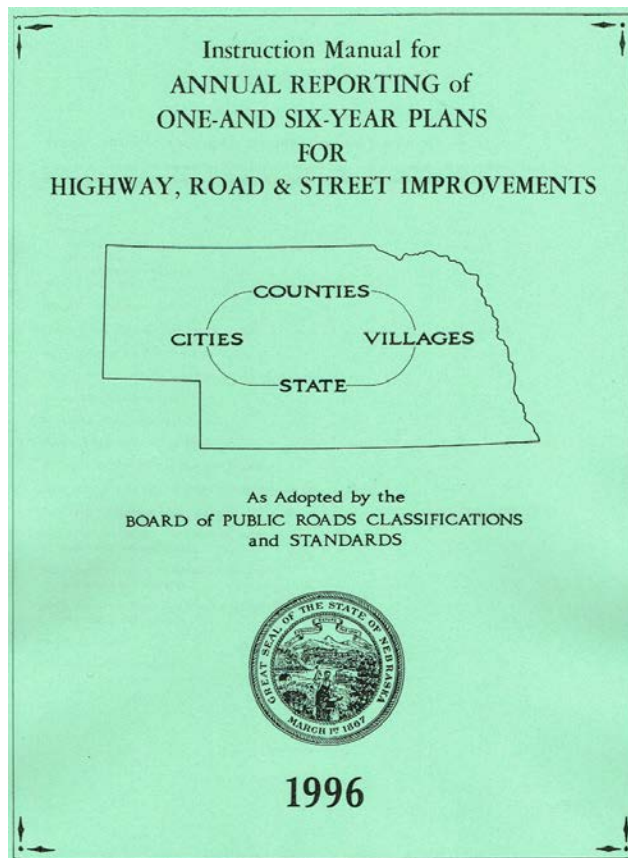
Signature of Clerk _____

Clerks mail it back to the NBCS by October 31

LB82 – Regulations to be Repealed

428 NAC 3 and 428 NAC 4

Regulations for public involvement and instructions for completing forms



LB82 – Reporting Forms Eliminated

Board of Public Roads Classifications and Standards
Form 7 One- and Six-Year Plan
Highway or Street Improvement Project

One- and Six-Year Plan
Forms 7 thru 11 Eliminated

NBCS will no longer
maintain these forms

Board of Public Roads Classifications and Standards
Form 8 Summary of One-Year Plan

Year Ending Sheet of

Board of Public Roads Classifications and Standards
Form 9 Summary of Six-Year Plan

Six-Year Period Ending Sheet of

Board of Public Roads Classifications and Standards
Form 10 Notification of Revision of One-Year Plan

Board of Public Roads Classifications and Standards
Form 11 Report of Previous Year
Highway or Street Improvement

Year Ending Sheet of

LB82 – What Is It?

Passed by Legislature March 1, 2019

Approved by Governor March 7, 2019

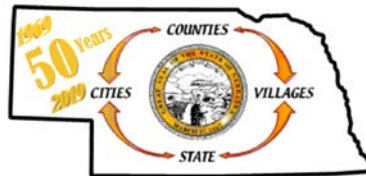
Effective Immediately!

Some Other Parts of LB82 to Be Aware Of

Documentation No Longer Reported to the NBCS

- Copies of Interlocal agreements §39-2114
- Revenues from sales and use taxes imposed on motor vehicles, trailers and semitrailers §39-2510(2) and §39-2520(2)
 - Entities need to create and maintain such determination as a public record and certify the determination using the *Annual Certification of Program Compliance* form

The first major change in 50 years to the Nebraska system of managing public roads and streets!



LB82 – what it does NOT do is eliminate . . .

- *Professional management of roads and streets.* This Includes incentive funds provided for licensed, appointed city street/county highway superintendent.
- *Work and project selections based on a priority of needs and calculated to contribute to the orderly development of an integrated statewide system of public roads (One- and Six-Year Plans or Programs)*
- *Transparency for the Public*
 - Public Hearing (next slide)
 - Comparison of receipts and expenditures for approved road/street budgets, plans, programs and standards. For roads and streets, where is the money coming from, what is it being spent on, and when?
- *Compliance* with roads and streets laws. ALL UNDERLYING STATUTES REMAIN AND MUST BE FOLLOWED. Penalty provisions are still in place.
 - Meet state statutes, local ordinances and NBCS standards and regulations

Transparency

A **public hearing** for the One-Year Plan or Program is still required, as it has been for 50 years, by §39-2119.

- Since 428 NAC 3 will be repealed, refer to your local entity's (statutorily required) public hearing requirements, i.e. other state statutes, and local ordinances

Checks and Balances

- Annual audits – State Auditor and CPAs (annual audits are NOT a function of the NBCS*)
- Complaints on anything under the purview of the NBCS or the BEX[†]
- The BEX can investigate any licensed and appointed superintendent (§39-2309)
- Compliance checks by the NBCS (§39-2122) to determine if State standards are being met on a construction work or project

[†] Nebraska Board of Examiners for County Highway and City Street Superintendents

* Nebraska Board of Public Roads Classifications and Standards

Penalties (failure to file, suspension)

Penalty Provisions – suspension of highway allocation distributions – are still in place for failure to

- Comply with §39-2119. Develop, adopt and maintain a One-Year Plan or Program of specific highway, road and street improvements for public record, including holding a public hearing to present the One-Year plan or program.
- Submit the *Annual Certification of Program Compliance to Nebraska Board of Public Roads Classifications and Standards*. §39-2115, §39-2119, §39-2120, §39-2121(1) and §39-2121(2)

Penalties (materially false reporting, 10%)

Penalty Provisions – 10% reduction of next year's highway allocation distributions – are still in place for filing a materially false *Annual Certification of Program Compliance to Nebraska Board of Public Roads Classifications and Standards*.

§39-2121(3)

LB82 – What Does It Do to the TIMING of the annual One- and Six-Year Plan or Program?

- The One- and Six-Year Plan or Program may (should) be done in conjunction with the annual hearing on the proposed budget statement (§39-2119)
- For municipalities and counties the intent is to submit the completed/signed Certification form and resolution after the following have occurred but no later than **October 31**:
 1. approval and adoption by the governing body of the One- and Six-Year Plan or Program and
 2. the annual hearing on the proposed budget statement

Year End Certification of Superintendent for Incentive Payment

Is being updated to reflect LB82 changes

Eliminates filing of the OneAndSix and financial/inventory reports (formerly called SSAR) with the NBCS as one of the qualifications to receive incentive funds.

The updated Certification with Resolution will be mailed out to county, city and village clerks on or about November 1

The Clerks mails the signed Certification and Resolution **and a copy of the meeting minutes showing the appointment** to NDOT Boards-Liaison Services Section by **December 31**

Year End Certification of City Street Superintendent for Incentive Payment

Year-End Certification of City Street Superintendent
For Determining Incentive Payment
January 1, 2019 to December 31, 2019

*This certifies that _____, License Number S- _____ Class _____,
(Print name of Superintendent as appears on license card) (A or B)
was the appointed City Street Superintendent of _____
(Print name of City or Village)
from _____, 2019 to _____, 2019
Month Date Month Date
and actually performed all of the following duties:

1. Developing and annually updating a long-range plan based on needs and coordinated with adjacent local governmental units;
2. Developing an annual program for design, construction, and maintenance;
3. Developing an annual budget based on programmed projects and activities;
4. Submitting such plans, programs, and budgets to the local governing body for approval; and
5. Implementing the capital improvements and maintenance activities provided in the approved plans, programs, and budgets.

And further certifies that the superintending services of the above listed individual were provided by: (Check one)

<input type="checkbox"/> Employment with this Municipality	<input type="checkbox"/> Contract (consultant) with this Municipality	<input type="checkbox"/> Contract (interlocal agreement) between this Municipality and the following listed Municipality(ies) and/or County(ies) _____
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Annual Program & Budget



Annual Program & Budget

FY-2019 Surface Transportation Funding Sources

Nebraska's Surface Transportation Program is financed by two major funding sources – state and federal funds.

State Funds

Highway Trust Fund is to be used for the maintenance and construction of the state highway system. State funds are derived from three primary highway user revenue sources: (1) fuel taxes, (2) sales taxes on new and used motor vehicles and trailers, and (3) motor vehicle registration fees. The FY-2019 State Highway System program is based on projected total state highway trust fund revenues of \$446.5 million.

Approximately \$204 million of the state highway trust fund revenue is set aside for routine highway maintenance, administration, capital facilities, supportive services, carrier enforcement, transit, rail and construction overhead. The remaining revenue is available for the state highway construction program and system preservation.

Build Nebraska Act is to be used for the construction of the state expressway system and federally designated high priority corridors, with the remaining funds for surface transportation projects of highest priority. One quarter of one percent of general fund sales tax revenue is designated for Nebraska roadways. Eighty-five percent of the overall \$74 million in projected BNA revenue is for state surface transportation projects, estimated at approximately \$63 million. The remaining 15 percent is for local roads and streets, estimated at approximately \$11 million.

Transportation Innovation Act (TIA) revenue is to be used for three purposes: (1) accelerate highway construction improvement projects on the state highway system; (2) promote innovative solutions to accelerate the repair and replacement of deficient bridges on the county road system; and (3) finance transportation improvements to connect new businesses and business expansions to the transportation network. TIA created a Transportation Infrastructure Bank which receives annual revenue from fuel taxes generated by LB 610 (2015) and received a one-time transfer of \$50 million from the State Cash Reserve Fund.

Federal Funds

Federal funds are derived from user revenues paid into the Federal Highway Trust Fund – 90% from federal motor fuel taxes and 10% from heavy vehicle sales and use fees and heavy tire taxes. Funding is provided to the states through an annual appropriation process which is distributed by means of formula allocations as defined by law.

State Highway Fund (Dollars in Millions)

Motor Fuel Taxes	\$274	61.4%
Motor Vehicle Sales Tax	120	26.9%
Motor Vehicle Registration	42	9.4%
Other	10.5	2.4%
Subtotal	\$446.5	
Less:		
Non-Construction	(204.0)	
Transfer to TIB	(22.6)	
Transfer to General Fund	(7.5)	
Federal Fund Purchase Pymt.	(25.0)	
Highway Funds Available for Program	\$187	

Fiscal Year 2019 Program Financing Funds Available for Surface Transportation Program

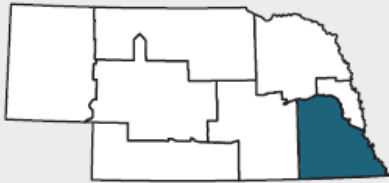
Federal Funds	\$263	43.8%
State Highway Funds	187	31.2%
Transportation Innovation Act	87	14.5%
Build Nebraska Act	63	10.5%
Total FY-2019 Program	\$600 *	

*\$54 million is set aside for highway preservation conducted by a combination of contractor and state forces.

Annual Program & Budget

District One

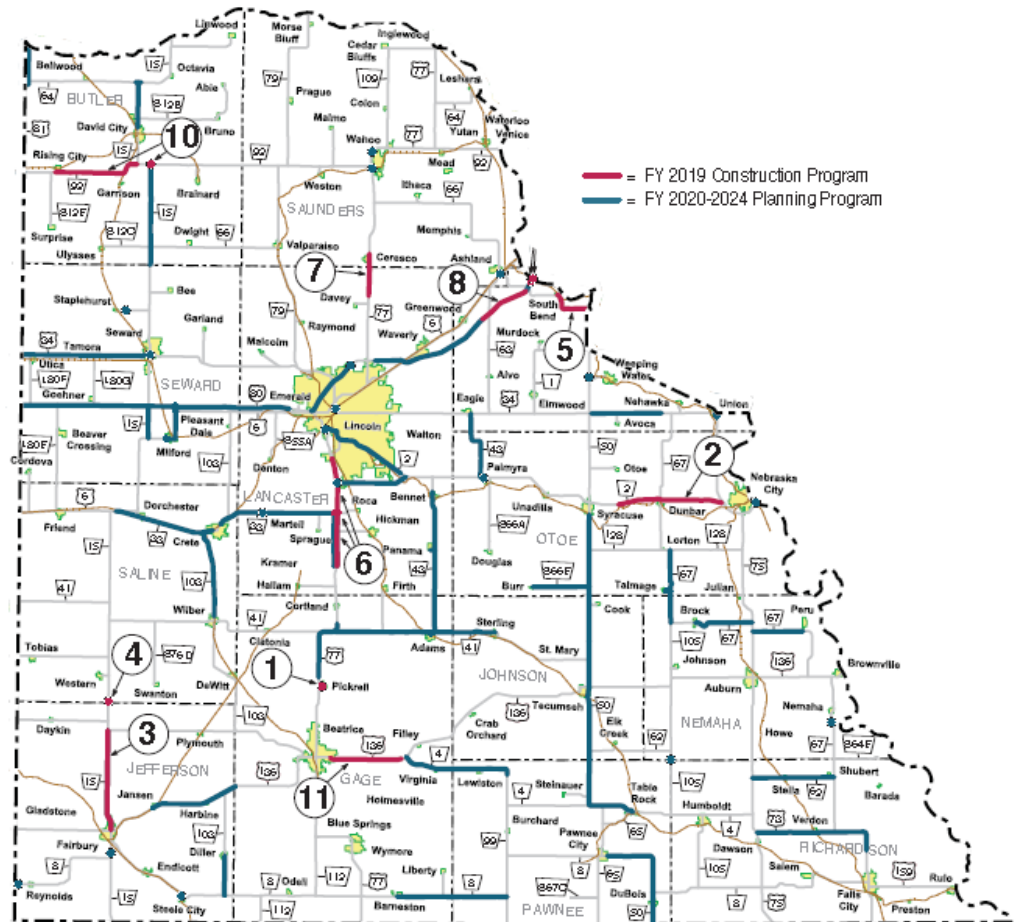
Six-Year Highway Program



District Engineer
Thomas Goodbarn
302 Superior St.
Lincoln, NE 68521
402-471-0850



Highway Commissioner
Mary K. Gerdes
PO Box 262
Johnson, NE 68378
402-868-3625



Annual Program & Budget

Fiscal Year 2019 Construction Program

District One

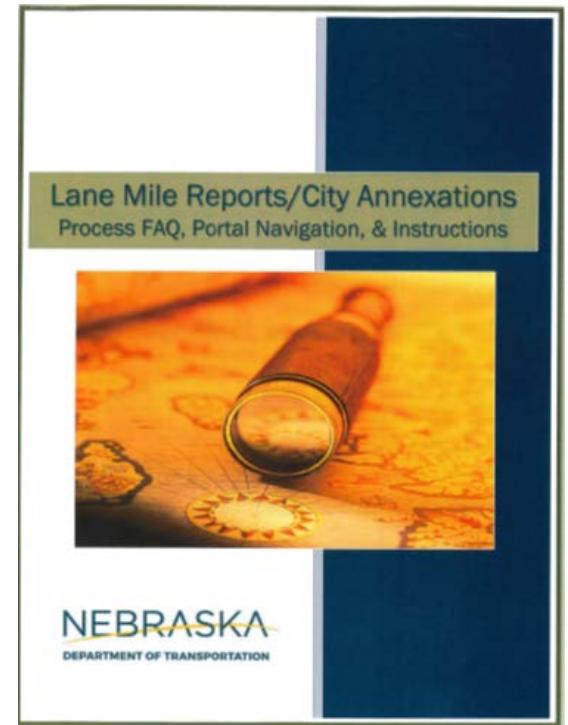
July 1, 2018 - June 30, 2019

HWY. NO.	BEGIN REF. POST	COUNTY	CONTROL NO.	PROJECT NO.	LOCATION	LENGTH (MI.)	TYPE OF IMPROVEMENT	EST. COST (\$1,000)
Asset Preservation Projects								
					Districtwide		Highway Preservation	\$ 5,720
① S-34D	0.38	Gage	13198	STP-S34D(103)	Pickrell Spur	0.0	Br.	762
② N-2	492.00	Otoe	13329	NH-2-7(118)	Syracuse East	11.5	Conc. Repair, Grinding	2,800
③ N-15	10.11	Jefferson	11718	STP-15-1(110)	Fairbury North	11.0	Mill, Resurf., Br.	7,676
④ N-15	24.31	Saline	13221	STP-15-1(116)	Swan Creek South of Western	0.0	Br. Rehab	769
N-15	91.55	Butler	13365	S-15-2(1029)	In David City	0.5	Urban	1,814
⑤ N-66	105.16	Cass	13100	STP-66-7(116)	South Bend – N-50	4.8	Mill, Resurf., Br. Repair	3,655
⑥ US-77	45.09	Lancaster	13237	NH-77-2(162)	Princeton – South of Warlick Blvd.	12.5	Conc. Repair, Mill, Resurf., Br.	8,393
⑦ US-77	77.89	Lancaster	13286	NH-77-2(164)	Ceresco South	4.6	Conc. Repair, Joint Seal	1,261
I-80	393.12	Lancaster	13298	ITS-NH-STP-80-8(156)	Districtwide	0.0	Deploy Camera Towers	493
⑧ I-80	420.02	Cass	13218	NH-80-9(73)	Greenwood – N-66	5.9	Joint Seal	1,199
⑨ I-80	426.97	Cass	13279	NH-80-9(84)	Platte River East of Mahoney	0.0	Br. Repair / Overlay	6,564
⑩ N-92	411.68	Butler	13251	NH-92-6(122)	Rising City East	11.1	Mill, Resurf.	5,707
⑪ US-136	179.19	Gage	13296	NH-136-6(125)	Beatrice East	7.9	Mill, Resurf., Br. Repair / Overlay	4,795
District Total								\$ 51,628

Lane Mile Reporting

Importance of Annual Lane Mile Reports/City Annexations

- Basis for City Road Allocation
 - Updated Lane Mile Report
 - Updated City Plat
 - Legal Description of Annexation
 - Plat Map of Annexation



Lane Mile Reporting



The screenshot shows the 'Official Nebraska Government Website' header. Below it is the 'NEBRASKA ENTERPRISE CONTENT MANAGEMENT PORTAL' banner with the state seal on the left and the text 'Department of Transportation: Boards-Liaison Services and Materials and Research' on the right. The main content area has two sections: 'LOGIN' on the left and 'NEW USERS' on the right. The 'LOGIN' section includes a 'User Name' field, a 'Password' field, and a 'Login' button. The 'NEW USERS' section includes a paragraph: 'If you are a first time user and have not yet registered for an account, click the link below and follow the instructions' followed by a link 'Register Here (Non-State Employees)'.

Current Process

- Clerks/Superintendents register in Board Liaison Services (BLS) portal
- NDOT approves registrations
- Clerks certify Superintendents
- BLS portal emails Cover Letter/Guidelines, to [Superintendents](#) ~ March
 - Current City Plat and Lane Mile Reports available in portal
- [Superintendents](#) print, mark-up, scan, upload Lane Mile Reports, City plats, Annexation Documents to BLS portal by Jul 31st.
- NDOT reviews, accepts/rejects submission, incorporates changes

Lane Mile Reporting

New Process

- Clerks register in Board Liaison Services (BLS) portal
 - Current 1400+ registrations will be purged
 - All clerks will re-register for each city represented
- NDOT will approve registrations
- BLS portal emails Cover Letter & Guidelines to [Clerks](#) ~ March
 - Current City Plat and Lane Mile Reports available in portal
- Clerks distribute for mark-ups (likely to Superintendents)
- [Clerks](#) upload Lane Mile and Annexations docs. to BLS portal by Jul 31st
- NDOT reviews, accepts/rejects submission, incorporates changes

Lane Mile Reporting

Alternative Submittals

- NDOT has received requests for electronic vs. scanned submittals
- BLS portal can upload multiple file types
 - Revisions must be clearly marked
- Proposals?
- Questions
 - ndot.mrecmhelp@Nebraska.gov
 - matt.walker@Nebraska.gov

What's Next ?

- Update NBCS Regulations to comply with LB82, 2019
- Update BEX Regulations to Comply with LB733, 2018

Questions Asked Recently



Question

Do we still hold a 1&6-year public hearing?

Yes. §39-2119 requires a public hearing for the One-Year Plan or Program of Highway, Road and Street Improvements.

The Six-Year Plan or Program could be included in such a hearing; in any case, it must be adopted maintained as part of the public record, per §39-2115 .

The legislature has been clear that public involvement and transparency remains as a critical component of highway, roads and streets programs!



Question

What is a public hearing?

State statutes define a budget statement public hearing, but for the One-Year Plan or Program public hearing you need to refer to other state statutes or your local ordinances. Also, consult with your city, village or county attorney.



Question

Is the City Street or County Highway Superintendent required to attend the One-Year Plan or Program public hearing or the budget statement public hearing?

No. The superintendent is not required by state statute, the NBCS* or the BEX[†] to attend such meetings.

[†] Nebraska Board of Examiners for County Highway and City Street Superintendents

* Nebraska Board of Public Roads Classifications and Standards



Question

Do we still hold a 1&6-year public hearing in February each year?

There is no requirement to hold the annual public hearing in any particular month. If it is a year to hold a public hearing on the proposed budget, LB82's update of §39-2119 suggests holding it in conjunction with that public hearing. The NBCS* recommends adopting the plan at the time of the finalization of the budget but no later than September 30th of each year.

* Nebraska Board of Public Roads
Classifications and Standards



Question

Do we still need to hold a public hearing for the OneAndSix plan, or is that something the governing body does when they finalize next year's budget?

A public hearing is still required. It is up to the governing body as to when to hold the public hearing. LB82's update of §39-2119 suggests holding the public hearing in conjunction with the public hearing on the proposed budget statement in any year that occurs.



Question

Do we need to hold another 1&6-year public hearing this year to comply for 2019?

Not necessarily. §39-2119 requires a public hearing for the One-Year Plan or Program annually. Submitting the new *Annual Certification of Program Compliance* by October 31 will indicate that the entity has within the past year held a public hearing on its One-Year Plan or Program and complied with §39-2119 .



Question

We need to be at a lot of public hearings for 1- and 6-Year plans, our clients want us to be there, so is it possible to have the public hearings through the middle or end of November?

LB82's update of §39-2119 suggests holding the One-Year Plan or Program public hearing in conjunction with the public hearing on the proposed budget statement in any year that occurs. The NBCS recommends adopting it no later than September 30. The due date (October 31) for the *Annual Certification of Program Compliance* assumes that timing. However, it's up to the governing body as to when to hold the public hearing and could be any month of the year.



Question

Instead of passing the resolution for adopting the OneAndSix plan after the OneAndSix public hearing, does the governing body do it when they approve the budget in September?

It's up to your local governing body. The resolution adopting the OneAndSix does not get submitted to NDOT Boards-Liaison Services Section any longer.

Note that the resolution for the *Annual Certification of Program Compliance* is a different resolution; in that resolution, the governing body authorizes the Board Chairperson or the Mayor to sign the certification.



Question

For our One-Year Plan or Program, if we switch from calendar year to fiscal year, or vice versa, is that OK?

Yes, but make sure there is not an excessive time gap between One-Year Plan or Program public hearings. You are certifying, in the Annual Certification of Program Compliance, that your entity held a One-Year Plan or Program public hearing within the past year. If you switch, don't go more than one year without holding a public hearing.

* Nebraska Board of Public Roads
Classifications and Standards



Question

Do we still need to prepare the SSAR annually, just not mail it to the NBCS?

Counties and municipalities no longer need to submit to the NBCS* what had been called for 50 years the standardized system of annual reporting (SSAR).

However, §39-2120 remains in effect with the same requirements as always in terms of using appropriate systems of revenue, costs accounting, and budgeting. Refer to the statute, or to the *Certification of Program Compliance* for more specifics.

* Nebraska Board of Public Roads
Classifications and Standards

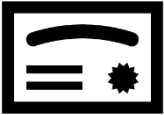


Question

Does the new Annual Certification of Program Compliance go by fiscal year or by calendar year?

The *Annual Certification of Program Compliance* does not specify fiscal year or calendar year. The year cycle is a **local decision**. The NBCS* recommends that the governing body elect to report on a fiscal or calendar year basis and should then so report. The year designation at the top of the form is only for tracking purposes.

* Nebraska Board of Public Roads
Classifications and Standards



Question

When will we receive the Annual Certification of Program Compliance form?

The *Annual Certification of Program Compliance* will be mailed by NDOT Boards-Liaison Services Section on or about **July 31** each year.

The intent is to update the form (programmatic changes, statute changes, etc.) as needed going forward. The year designation at the top will change each year for tracking purposes only.



Question

Who receives the Annual Certification of Program Compliance form?

The *Annual Certification of Program Compliance* will be mailed by NDOT Boards-Liaison Services Section to county, city and village **Clerks**.



Question

Do we return the signed Annual Certification of Program Compliance and Resolution through OnBase (NDOT's electronic portal)?

No. The Clerk will mail them to Boards-Liaison Services Section.



Question

When is the signed Annual Certification of Program Compliance and Resolution due for submittal to the NBCS?*

The *Annual Certification of Program Compliance* is due by **October 31** each year.

* Nebraska Board of Public Roads
Classifications and Standards



Question

Does the Annual Certification of Program Compliance cover only the budget portion, or the budget and (One- and Six-Year) plan?

Both. Through the *Annual Certification of Program Compliance* the governing body certifies compliance with key statutes and eight action items including a system of budgeting, adoption of a One- and Six-Year plan or program, and providing its citizens with the opportunity or opportunities to know how money will be and was spent and to determine its performance when measured against its plan or program.



Question

Does the Annual Certification of Program Compliance need to be notarized?

No. The *Annual Certification of Program Compliance* form (and the resolution) has spaces for required signatures and attestation.



Question

We don't file the 1& 6 program online anymore; the governing body does the certification form with required signatures?

That is correct. Do not submit your OneAndSix Plan or Program to the Nebraska Board of Public Roads Classifications and Standards any longer. That is one of the main changes that came from LB82.



1

Question

What is the county highway or city street superintendent's role going forward?

The county highway or city street superintendent's role going forward is the same, except for submitting an annual OneAndSix plan and the SSAR to the Nebraska Board of Public Roads Classifications and Standards. That duty was eliminated from §39-2502 and §39-2512; all other duties are the same. LB82 did not change the Superintendent's Act statutes, Chapter 39, Article 23.



Question

Are we still required to have a city street (or county highway) superintendent in order to receive the incentive payment?

That is correct. LB82 did not change the incentive payment system (state statutes Chapter 39, Section 25). In order to receive the incentive payment, the superintendent must be actively involved and responsible for, i.e. actually performing, the duties listed in statutes §39-2502 and §39-2512.



3

Question

Does a consultant superintendent still need to compile a highway/road/street budget for the governing body, or is it on the governing body to get it done?

Referring to statutes §39-2502 and §39-2512, to receive the annual incentive payment the appointed superintendent must actively participate in developing an annual budget based on programmed projects and activities.



4

Question

Is the governing body required to adopt a road budget as presented by the (Road or Street) Superintendent?

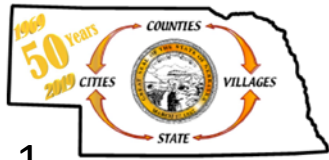
No. The governing body makes the ultimate decision on its budget.



Question

Keep records, etc. pretty much like we always have on file?

That is correct. Record keeping statutes, regulations and local ordinances remain in place and compliance is required.



1

Question

Do we still need to file our 1&6-year plan or program which was due March 1, 2019?

Per the letter of the law, yes. Any revisions to the 2019 One-Year Plan or Program adopted by a county or municipality after LB82 became law ([March 8, 2019](#)) will no longer be filed with the NBCS*.

* Nebraska Board of Public Roads
Classifications and Standards

Proposed Changes

- “Practical Design” or “Context Sensitive Design”
 - Allow a County, Municipality or the State DOT to negotiate an MOU with the Board for a “program” such as “Practical Design” or “Context Sensitive Design.”
 - The Board would not approve a “program” unless the Board believed that the safety benefits of the program justified not meeting a particular design standard. This may allow the entity to construct more safety projects because of the cost savings allowed by the program.
 - Once an MOU is in effect, the applicable entity would be pre-approved to construct a project covered by the MOU so long as all conditions specified by the Board in the MOU are met by the entity.
 - In this way, the pre-approval is like obtaining a relaxation from the Board.
 - Allowing pre-approved programs, would provide more flexibility for the entities and would retain the Board’s discretion to allow projects the Board believes have substantial safety benefits.
 - As is the case today, all design and maintenance standards must be met for each project, unless a pre-approved program is set out in an MOU.
 - The Statutory Change would merely authorize an MOU for a “program,” it would not require it.
 - Board relaxations would still be used as they have always been used for all projects not covered by a program MOU.



LEGISLATIVE UPDATE

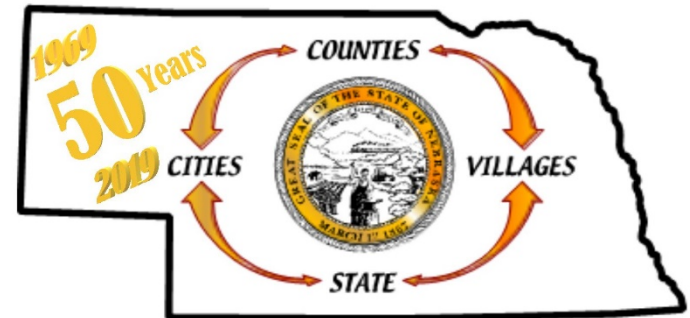
NDOT Boards-Liaison Services

League of Nebraska Municipalities
City and Village Clerks

June 2019 - Lincoln



Boards – Liaison Services Section



Safe and efficient transportation over public roads through professional management

Board of Public Roads Classifications & Standards

Board of Examiners for County Highway & City Street Superintendents

RESOLUTION 2019-297

WHEREAS, State of Nebraska Statutes, sections 39-2115, 39-2119, 39-2120, 39-2121, and 39-2520(2), requires an annual certification of program compliance to the Nebraska Board of Public Roads Classifications and Standards; and

WHEREAS, State of Nebraska Statute section 39-2120 also requires that the annual certification of program compliance by each municipality shall be signed by the Mayor or Village Board Chairperson and shall include a copy of a resolution of the governing body of the municipality authorizing the signing of the certification form.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, the Mayor is hereby authorized to sign the attached Municipal Annual Certification and Program Compliance form.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 24, 2019.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
September 20, 2019	☐ City Attorney



City of Grand Island

Tuesday, September 24, 2019

Council Session

Item G-19

#2019-298 - Approving Authorization for Emergency Sanitary Sewer Repair at Pleasant View Drive and Fonner Park Road

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

Council Agenda Memo

From: Jon Menough PE, Wastewater Treatment Plant Engineer

Meeting: September 24, 2019

Subject: Approving Authorization for Emergency Sanitary Sewer Repair at Pleasant View Drive and Fonner Park Road

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

Background

Emergency sanitary sewer repairs were needed for an imminent collapse of sanitary sewer at the northwest corner of Pleasant View Drive and Fonner Park Road, west of 1146 Pleasant View Drive.

On August 13, 2019 the Collection Crew of the Wastewater Division was performing routine sanitary sewer main televising and discovered a break.

Prior to this repair there have been two (2) emergency sanitary sewer repairs for Calendar Year 2019, which occurred at 720 West Stolley Park Road and 947 South Oak Street. Total for these two (2) repairs was \$120,923.00.

Discussion

The Diamond Engineering Company of Grand Island, Nebraska provided a quote of \$37,052.76, along with a quote from Starostka Group Unlimited, Inc. of Grand Island, Nebraska in the amount of \$57,991.00; a decline to quote from Van Kirk Bros. of Sutton, Nebraska due to current work load; and no response from Myers Construction, Inc. of Grand Island, Nebraska.

Repairs were completed and are to be paid at actual costs, which total \$37,052.76.

Since the total is over \$20,000.00 council approval is necessary. Permission is requested to use the emergency procurement procedures as outlined in Section 27-13 of the City Code.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approves usage of the City's Emergency Procurement Procedures and passes a resolution authorizing payment to The Diamond Engineering Company of Grand Island, Nebraska in the total amount of \$37,052.76 for the necessary sanitary sewer repairs.

Sample Motion

Move to approve the resolution.

RESOLUTION 2019-298

WHEREAS, the Wastewater Division of the Public Works Department needed to perform emergency sanitary sewer repairs at the northwest corner of Pleasant View Drive and Fonner Park Road, west of 1146 Pleasant View Drive; and

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

WHEREAS, The Diamond Engineering Company of Grand Island, Nebraska was hired to do said repairs, in the total amount of \$37,052.76.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the sanitary sewer repairs performed by The Diamond Engineering Company of Grand Island, Nebraska at the northwest corner of Pleasant View Drive and Fonner Park Road, west of 1146 Pleasant View Drive, in the total amount of \$37,052.76 is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 24, 2019.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
September 20, 2019	☐ City Attorney



City of Grand Island

Tuesday, September 24, 2019

Council Session

Item G-20

#2019-299 - Approving 911 Data Sharing Agreement with Public Service Commission

Staff Contact: Jon Rosenlund

Council Agenda Memo

From: Jon Rosenlund, Director of Emergency Management

Meeting: September 24, 2019

Subject: Approving ECaTS Agreement with Nebraska Public Service Commission

Presenter(s): Jon Rosenlund, Director of Emergency Management

Background

The Nebraska Public Service Commission and the 911 Service System Advisory Committee (SSAC) have proposed the use of a Management Information Service (MIS) called Emergency Call Tracking System (ECaTS) to provide valuable call data for the individual Public Safety Answering Points (PSAP) to collect summary data. Similar data is collected and reported by each separate PSAP for funding allocations and reporting to the State Legislature. ECaTS will automatically collect and report this summary data to the PSC and provide each PSAP with additional data specific to their own operations. There is no cost to the PSAP for ECaTS as all costs are borne by the State PSC.

Discussion

The Nebraska Public Service Commission and its 911 Service System Advisory Committee (SSAC) have been discussion obtaining a Management Information Service (MIS) called Emergency Call Tracking System (ECaTS). ECaTS is a service that will provide valuable call data for an individual Public Safety Answering Point (PSAP) and will allow for the collection of call summary data statewide. ECaTS is the only MIS service that will work with all call handling equipment providers.

The Data Sharing Agreement (DSA) associated with this agenda item was drafted to clarify the terms of service with the PSAPs and the PSC. The PSC has approved a contract to provide ECaTS services to all PSAPs in Nebraska utilizing the 911 Service System Fund. No costs are shared with the local PSAPs for this system. The purpose of the DSA is to acknowledge the access to and sharing of ECaTS data with the PSC and the 911 SSAC.

Currently, the PSC uses the data collected and reported by the PSAPs to identify funding allocation and report metrics to the State Legislature, and to complete federally mandated reports. ECaTS will eliminate the need for individual PSAPs to collect and report this

data to the PSC and will improve call volume metrics. Better metrics are key to being able to efficiently manage PSAP call statistics and the future migration to Next Generation 911 Service Systems. ECaTS will also provide PSAP managers with detailed call metrics not typically available with standard call handling systems for better analysis of 911 operations, technological and mapping data.

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 this agreement and authorize the Emergency Management Director to sign on behalf of the PSAP.

Sample Motion

Move to approve the Data Sharing Agreement with the Public Service Commission and authorize the Emergency Management Director to sign on behalf of the PSAP.

NEBRASKA

PUBLIC SERVICE COMMISSION

COMMISSIONERS: ROD
JOHNSON CRYSTAL
RHOADES MARY
RIDDER
TIM SCHRAM
DAN WATERMEIER



September 12, 2019

VIA EMAIL

Director Jon Rosenlund
City of Grand Island
PO Box 1968
Grand Island NE 68802

RE: Emergency Call Tracking System (ECaTS)

Dear Director Jon Rosenlund:

For some time now, the Public Service Commission and the 911 Service System Advisory Committee (SSAC) have been discussing obtaining a Management Information Service (MIS) called Emergency Call Tracking System (ECaTS). ECaTS is a service that will provide valuable call data for an individual Public Safety Answering Point (PSAP), a region of PSAPs, and will allow for the collection of call summary data statewide. ECaTS is the only MIS service that will work with all call handling equipment providers.

At its May 15, 2019, meeting, the 911 Service System Advisory Committee voted to recommend that the Public Service Commission pursue a contract with ECaTS to obtain their services. A Data Sharing Agreement (DSA) was drafted to clarify the terms of the service with the PSAPs and the PSC. At the August 27, 2019, meeting of the Public Service Commission, the Commissioners approved the contract to provide ECaTS services for all of the PSAPs across the state utilizing 100% funding from the 911 Service System Fund.

Currently, the PSC uses the data collected and reported by the PSAPs to identify funding allocation and report metrics to the State Legislature, and to complete federally mandated reports. ECaTS will eliminate the need for individual PSAPs to collect and report this data to the PSC and will improve call volume metrics. Better call volume metrics are the key to being able to manage PSAPs and manage the future Next Generation 911 Service System.

Michael G. Hybl, Executive Director
Public Service Commission

P.O. Box 94927
300 The Atrium, 1200 N Street
Lincoln, Nebraska 68509
psc.nebraska.gov

OFFICE 402-471-3101 FAX 402-471-0254
CONSUMER HOTLINE 800-526-0017

The purpose of the attached Data Sharing Agreement is to acknowledge the access to and sharing the Emergency Call Tracking System (ECaTS) data with the PSC and the 911 SSAC.

The DSA is attached for signature and execution by both parties. The PSC requests that this DSA be executed as soon as possible to allow for immediate deployment of ECaTS. Please follow these instructions to complete execution:

1. Obtain the appropriate signature on the attached agreement, then scan and email, or mail to David Sankey at the following address:

State 911 Department
Nebraska Public Service Commission
1200 N Street, Suite 300
Lincoln, NE 68509

If you have any questions, please contact me at 402-471-0265.

Sincerely,

A handwritten signature in dark ink, appearing to read 'D. Sankey', with a stylized flourish at the end.

David A. Sankey
State 911 Director
Nebraska Public Service Commission

Data Sharing Agreement
Between
State 911 Department of the Nebraska Public Service Commission
And
City of Grand Island

Participants: This Data Sharing Agreement ("DSA") is entered into by and between the State 911 Department of the Nebraska Public Service Commission ("Department") and City of Grand Island ("PSAP").

Purpose: The purpose of this DSA is to describe the sharing of certain data between the Department and the PSAP and the authority and responsibilities of the Department and PSAP regarding those data.

Effective Date: This DSA will become effective upon the last date of execution by a party hereto, as stated on the signature page.

Product/Service Description

Emergency Call Tracking System ("ECaTS") is a service which collects and provides reporting and analytics of 9-1-1 call data. ECaTS consists of a data repository, information technology tools and services to organize, manage, manipulate, analyze and secure the data within the repository, and professional and technical expertise to manage, protect, and conduct studies on those data. ECaTS will install a small Remote Data Distribution Module ("RDDM") buffer box at the PSAP (or at the related host location) and connect it to the Call Handling Equipment ("CHE") Call Detail Record ("CDR") (outgoing information only) port. This information will be encrypted and delivered via the internet to ECaTS for processing and reporting.

The goal of the Commission is to use ECaTS data to optimize call routing and delivery, monitor the efficiency of the 9-1-1 Service System in Nebraska and conduct studies to facilitate the implementation of Next Generation 9-1-1. Data collected and analyzed via ECaTS will be used to develop a better understanding of the operational characteristics and trends associated with the delivery of 9-1-1 calls statewide, and provide a baseline of data for comparison as Next Generation 9-1-1 functionality is implemented.

Data Ownership, Retention, and Requests

The PSAP is the owner of the data collected by ECaTS. The PSAP is the custodian of such data for purposes of the Nebraska Public Records Statutes, Neb. Rev. Stat. §§ 84-712 to 84-712.09. The Commission will notify the PSAP of any public records request received by the Commission with respect to any data that is subject to this DSA. Public records requests received by ECaTS for access to ECaTS data will be forwarded to the PSAP for an appropriate response.

ECaTS will not delete the PSAP's data without permission of the PSAP, the PSAP is responsible for maintaining such data pursuant to the PSAP record retention schedule applicable to such data as provided in the Nebraska Public Record Statutes, Neb. Rev. Stat. §§ 84-1201 to 84-1229.

Access to Information

Each authorized user will have a unique User ID and Password that will be required to obtain access to ECaTS data and reports via the ECaTS web portal.

The PSAP will have access to all ECaTS reports, and the Commission will have access to the following ECaTS summary reports:

- **Call Summary Report** – Provides authorized users with a Call Volume Count based on a date range including total calls per day, total calls answered and total calls abandoned.
- **Calls per Hour** – Provides total call volume (number of 911 calls), but broken up into each hour of each day for the specified range of time.
- **Top Busiest Hours** – Identifies the date and time (hour of day) when the PSAPs experienced the highest volume of calls.
- **Calls by Circuit** – Provides a breakdown of total call volume by circuit and/or by Trunk for the specified period of time.
- **Circuit Utilization** - The report reflects the amount of time that one or more circuits in each trunk group are utilized simultaneously. The report gives the percentage to the sixth nearest decimal to ensure accurate rounding of statistics.
- **Class of Service** – Provides a breakdown of 911 calls based on their Class of Service (i.e.: Wireless Phase 2, VOIP, Business, Centrex, etc.).
- **Outage** – The Outage Report provides outage data for a selected date range. This report provides the duration time (down time) of the outage and the trouble ticket number that relates to the outage.
- **Wireless Call Sector** – Provides a report for all wireless call sectors whose calls were transferred more than a certain percentage of the time, possibly indicating a mis-configured cellular tower face.
- **Wireless Transfer Summary** - The Wireless Transfer Summary report will look at the total number of calls that a PSAP/destination received from a particular tower, sector and carrier. The report will then consider the total number of calls transferred from that tower, sector and carrier. Based on the PSAP/destination that each call was transferred to, the report will provide the overall percentage of calls received from that tower, sector and carrier that were transferred to the Transfer PSAP/destination.

Connectivity

PSAP will provide access of the ECaTS RDDM to their existing internet service provider for the limited purpose of delivering CDR information from the PSAP to ECaTS.

Financial Responsibilities

The Commission will pay for a standard set of ECaTS related services, including hardware configuration and installation and the monthly maintenance fee. Additional product functionality may be available for purchase by the PSAP directly from ECaTS, at the PSAP's expense.

The Commission will also pay for required CDR licenses, the RDDM and technical support, setup, and installation of the RDDM. The RDDM, power cord, and serial cable will be the property of the Commission. The PSAP will provide CDR data to the RDDM at no cost.

The Commission's obligation to pay amounts due are contingent upon legislative appropriation of funds. In the event that the Nebraska Legislature fails to appropriate or authorize the expenditure of sufficient funds to provide for the payments referenced in this agreement, the Commission may terminate this agreement with respect to those payments for the fiscal year or years for which such funds are not appropriated. The Commission will give the PSAP prior written notice of any such termination.

Term

This DSA will be in effect for a period of two years and will automatically renew annually until terminated or superseded by another agreement.

Any change impacting this DSA shall be communicated to the other party sixty (60) days prior to the intended date of change and shall become effective upon agreement in writing by the other party.

Either the Commission or the PSAP may terminate this DSA upon sixty (60) days written notice to the other party. To be effective, a termination notice must state expressly that the DSA is being terminated, summarize the reason for termination, and affirm that the terminating party has made appropriate arrangements for retention of existing ECATS data.

Governing Law

This DSA will be governed by and construed in accordance with the laws of the State of Nebraska.

Authorized PSAP Signature

Address

City, State, ZIP

Signer's Printed Name

Signer's Title/Position

Date

Jacy R. [Signature]
Interim City Attorney


State 911 Director

1200 N Street, Suite 300
Address

Lincoln, NE 68508
City, State, ZIP

Dave A. Sankey
Signer's Printed Name

State 911 Director
Signer's Title/Position

September 12, 2019
Date

RESOLUTION 2019-299

WHEREAS, the Grand Island Emergency Center, managed by the Grand Island Emergency Management Department is the Public Safety Answering Point (PSAP) for all of Hall County; and

WHEREAS, the Grand Island Emergency Center collects 911 call data and reports this data to the Public Service Commission for funding and reporting purposes annually; and

WHEREAS, the Public Service Commission has approved a contract to provide an automatic tool for summary 911 call data collection called Emergency Call Tracking System (ECaTS) to provide this funding and reporting data at no cost to the PSAPs, and

WHEREAS, the Public Service Commission has drafted a Data Sharing Agreement to be signed by the PSAP directors that would allow the installation of ECaTS on the call handling equipment and allow for the automatic reporting and sharing of this summary 911 call data.

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

1. The Emergency Management Director is hereby authorized and directed to approve this ECaTS Data Sharing Agreement with the Public Service Commission and coordinate the installation of ECaTS equipment on the 911 call handling equipment.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 24, 2019

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
September 20, 2019	☐ City Attorney



City of Grand Island

Tuesday, September 24, 2019

Council Session

Item I-1

**#2019-300 - Consideration of Approving Labor Agreement
between the City of Grand Island and the Fraternal Order of
Police, Grand Island Lodge No. 24**

Staff Contact: Aaron Schmid, Human Resources Director

Council Agenda Memo

From: Aaron Schmid, Human Resources Director

Meeting: September 24, 2019

Subject: Approval of Labor Agreement between the City Of Grand Island and the Fraternal Order of Police, Grand Island Lodge No. 24

Presenter(s): Aaron Schmid, Human Resources Director

Background

Police Officer and Police Sergeant job classifications in the Police Department currently work under the conditions outlined in the labor agreement between the City of Grand Island (City) and the Fraternal Order of Police (FOP), Grand Island Lodge No. 24. The current labor agreement expires as of midnight September 30, 2019. The City and the FOP met to negotiate the terms of a new agreement and have reached a tentative agreement.

Discussion

The proposed labor agreement will begin October 1, 2019 and continue through September 30, 2022. A summary of changes are listed below and follow the order of the contract:

1. The collective bargaining agreement recognizes the creation of the Lieutenant classification.
2. The Hours of Work article has been further clarified to define the notice periods of planned scheduled changes and unplanned schedule changes. Unplanned schedule change notices have been reduced from 21 days to 14 days. The Training and Special Events bank has been removed from the contract.
3. Language regarding working out of class has been added to the contract. Employees will receive a 3% increase when working a full shift out of class.
4. Calendar dates have been added to the designated holidays.
5. The amount of vacation time has been increased at all service levels.
6. A stipulation requiring the use of five consecutive days of vacation per year has been removed.
7. Language has been added to bereavement leave to allow up to 16 hours per year for non-immediate family members.
8. The maximum accumulation of medical leave will increase from 1,280 hours to 1,887. Employees will receive a percentage of accumulated medical leave at

separation according to years of service or death. Payouts for medical leave will go into an employee's VEBA account.

9. Procedures for handling declared weather events have been added.
10. Military Leave and Nebraska Family Military Leave language has been updated to cite updated state statutes.
11. The leave request process has been updated to address the use of MUNIS for requesting time off.
12. The Rates of Pay article has been updated to reflect a three-year agreement.
13. The amount of compensatory time allowed has increased from 96 hour to 110 hours.
14. Longevity pay will include \$350 at 5 years of service and increases to existing amounts of pay at 15, 20 and 25 years.
15. The pay plan will place all classifications on a nine-step plan.
16. The benefits article has been updated to address the terms of the high deductible health plan and the traditional plan for the term of the contract.
17. Voluntary Employee Benefits Association (VEBA) language has been added to the contract. Employees will receive \$20 per pay period.
18. Language has been added which describes allowable interactions between Union Officers and Management while on City time.
19. The following table reflects the wage adjustments, by classification, for the term of the contract.

CLASS TITLE	2019 - 2020		2020 - 2021		2021 - 2022	
	Min	Max	Min	Max	Min	Max
Police Officer	3.00%	6.78%	3.00%	3.00%	3.00%	3.00%
Police Sergeant	14.00%	3.25%	3.00%	3.00%	3.00%	3.00%
Lieutenants	\$34.6000	\$48.6219	3.00%	3.00%	3.00%	3.00%

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the labor agreement between the City of Grand Island and the Fraternal Order of Police, Grand Island Lodge No. 24.

Sample Motion

Move to approve the labor agreement between the City of Grand Island and the Fraternal Order of Police, Grand Island Lodge No. 24.

AGREEMENT

THIS AGREEMENT, effective October 1, ~~2016~~2019, is between the **CITY OF GRAND ISLAND** (hereinafter referred to as the “City”), and **GRAND ISLAND LODGE NO. 24 OF THE FRATERNAL ORDER OF POLICE** (hereinafter referred to as the “F.O.P.”).

PURPOSE AND INTENT OF THE PARTIES

The purpose of the City and the F.O.P. in entering this labor agreement is to promote harmonious relations between the employer and the F.O.P., the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, and conditions of employment.

ARTICLE I F.O.P. RECOGNITION

The City recognizes the F.O.P. as the sole and exclusive collective bargaining representative for the pay classifications of Police Officers, ~~and~~ Sergeants ~~and Lieutenants~~.

~~The City agrees that if in the event the City creates the rank of Lieutenant, the classification of Lieutenant will become a part of the bargaining unit at the expiration of the contract term in which the rank is created.~~

ARTICLE II RESIDENCY

All employees covered under this agreement are required to reside within thirty-five (35) miles of the city limits of the City of Grand Island. Current employees will establish residency within six (6) months after the beginning of this agreement. New employees, hired after the starting date of this agreement, will establish residency within six (6) months after the calendar date of the start of employment and will maintain residency during the term of the employment. For purposes of this agreement, residency will mean the employee’s domicile.

ARTICLE III HOURS OF WORK

A. SCHEDULES OF WORK

~~The City has reserved its right to the utilization of the 207(k) FLSA exemption and will implement this as the hours of work effective with the first full pay period following the execution of the agreement. The City also reserves the right to revise the regular set schedules from eighty (80) up to eight-six (86) hours per two (2) week pay period. The City shall provide sixty (60) days notice prior to making a set schedule change for each employee subject to the change. All unplanned schedule changes, except in cases of emergency, shall be posted or emailed for all affected employees to see at least fourteen (14) days before the change is effective.~~

The pay period for purposes of calculating overtime shall consist of a fourteen (14) day cycle that runs concurrent with the City’s current payroll cycle. For purposes of calculating eligibility for overtime, “hours worked” shall include actual hours worked, vacation, personal leave and holiday hours.

The City specifically maintains and reserves its management rights to establish the hours worked, the work week and all direction of the work force as allowed by law. Employees shall be eligible for overtime under this Agreement and it is expressly stated hereby that overtime shall not be paid more than once for the same hours worked.

Employees shall be eligible for overtime when they exceed their hours scheduled for work in the fourteen (14) day pay cycle with a minimum of eighty (80) hours. ~~There shall also be established for each employee in the bargaining unit a Training and Special Events bank of thirty (30) hours per individual per contract year. The Training and Special Events bank shall be used for one (1) defensive tactics training, one (1) firearms qualifications, Harvest of Harmony Parade, and each employee will work a maximum of six (6) hours annually for the Nebraska State Fair. Each employee may be scheduled for training or special event duty with a minimum of seven (7) days notice prior to the commencement of the pay period and the training and special events bank hours may be added to the eighty (80) hour, two (2) week pay period up to eighty six (86) hours and these hours shall not be eligible for overtime. Training and special events hours worked in excess of eighty six (86) hours in a two week pay period will be eligible for over time but will not be subtracted from the training and special events bank.~~

All work completed after eighty (80) hours in a pay period that is performed for work that is funded by grants from parties outside or other than the City ~~Of of~~ Grand Island, shall be paid overtime for the time worked after eighty (80) hours, if the time is funded at overtime rates by the grant. ~~Any such grant hours are not deducted from the training and special events bank.~~

~~The City also reserves the right to revise the regular set schedules from eighty (80) up to eight six (86) hours per two (2) week pay period. The City shall provide sixty (60) days notice prior to making a set schedule change for each employee subject to the change.~~

B. WORKING OUT OF CLASS

If an employee works out-of-class for a minimum of one (1) full shift as approved by the Chief or designee, the employee will be paid at the temporary classification rate guaranteeing an increase of at least three (3) percent.

**ARTICLE IV
HOLIDAYS AND HOLIDAY PAY**

A. HOLIDAYS

The following holidays are observed. They shall be granted with pay to all eligible employees. An employee may be required to work on a holiday if necessary to maintain essential services to the public.

<u>New Year’s Day</u>	<u>Veteran’s Day</u>
<u>Arbor Day</u>	<u>Thanksgiving Day</u>
<u>Memorial Day</u>	<u>Day after Thanksgiving Day</u>

<u>Independence Day</u>	<u>Christmas Day</u>
<u>Labor Day</u>	
<u>New Year's Day</u>	<u>January 1</u>
<u>Arbor Day</u>	<u>Last Friday in April</u>
<u>Memorial Day</u>	<u>Last Monday in May</u>
<u>Independence Day</u>	<u>July 4</u>
<u>Labor Day</u>	<u>First Monday in September</u>
<u>Veteran's Day</u>	<u>November 11</u>
<u>Thanksgiving Day</u>	<u>Fourth Thursday in November</u>
<u>Day after Thanksgiving Day</u>	<u>Fourth Friday in November</u>
<u>Christmas Day</u>	<u>December 25</u>
<u>Declared Holiday</u>	<u>Authorized by the Mayor</u>

Such holidays shall be observed on the actual day that the holiday falls.

B. ELIGIBILITY FOR HOLIDAY COMPENSATION

No employee shall be eligible for holiday pay unless such employee was in an active pay status on his/her last regularly scheduled day before the holiday and his/her first regular day after the holiday. "Active Pay Status" shall mean any pay status other than leave without pay or suspension without pay. No compensatory time may be accrued in lieu of being paid Holiday Worked pay or Holiday Benefit pay.

C. HOLIDAY LEAVE

Non-essential personnel shall use Holiday Leave when the holiday falls on a regular scheduled work day. Essential personnel may only use Holiday Leave in lieu of working any portion of their regularly scheduled shift on a holiday. The use of Holiday Leave requires supervisory approval and shall only apply one time per recognized holiday. In order to be compensated for a full twelve (12) hour or ten (10) hour shift, an employee must supplement with four (4) or two (2) hours of accrued leave.

D. HOLIDAY WORKED AND HOLIDAY BENEFIT

Holiday Worked hours shall consist of straight pay up to eight (8) hours plus additional compensation at the rate of 1.5 times the regular rate of compensation for those who are regularly scheduled to work. For those who are called into work on the holiday, they shall receive as compensation straight pay up to eight (8) hours for the holiday, plus additional compensation at the rate of 1.5 times the regular rate of pay for the actual hours worked as holiday on pay.

For payroll purposes, Holiday Benefit is defined as an additional compensation at the employee's regular rate of pay for eight (8) hours if the employee works the holiday, or if the holiday falls on the employee's regularly scheduled day off. In order to be compensated for a full twelve (12) hour or ten (10) hour shift, an employee must supplement with four (4) or two (2) hours of accrued leave.

E. HOLIDAY PAY DURING LEAVE OF ABSENCE

When a holiday falls within a period of leave of absence without pay, the employee shall not be paid for the holiday.

ARTICLE V PERSONAL LEAVE

Sixteen (16) hours of personal leave will be granted to eligible employees each contract year. Sixteen (16) hours of personal leave will be given the first full pay period in October and must be taken by September 15th. Personal leave hours may be taken at any time and may be taken in one (1) hour increments. The time selected by the employee must have the prior approval of the employee's supervisor. The Chief or his or her designees will make every effort to grant requested personal leave time; however, it must be approved in advance and will be granted on the basis of work requirements of the department. New employees who begin work on or after April 1 will not be eligible for personal leave until the following October 1. Employees will not be compensated for unused or expired personal leave.

ARTICLE VI VACATIONS

A. ELIGIBILITY

All full-time employees of the police division who have been in the employment of the City continually for one (1) year shall be eligible for vacation leave with pay. Vacation may be taken in one-half hour (1/2) increments.

The Mayor or designee may waive the provisions of this section in extreme circumstances for the good of the City and advance vacation leave to an employee prior to the completion of twelve (12) months of employment; provided, employees shall reimburse the City for all used unearned vacation leave upon termination.

B. AMOUNT AUTHORIZED

Vacation leave shall be computed/accrued on the following basis:

<u>Years of Employment</u>	<u>Hours of Vacation Earned</u>
1st year-through the end of the 4th years	88-90 hours (3.4615 biweekly)
5th year-through the end of the 9th years	104-106 hours (4.0769 biweekly)
10th year-through the end of the 14th years	132-134 hours (5.1538 biweekly)
15th year-through the end of the 19th years	169-172 hours (6.6154 biweekly)
20th year-through the end of the 22nd years	184-188 hours (7.2308 biweekly)
23rd + years	202-206 hours (7.9231 biweekly)

C. VACATION SCHEDULE

Vacation leave shall be taken at a time convenient to and approved by the supervisor. While all employees are encouraged to take two (2) consecutive weeks of vacation each year, when eligible, the City may grant shorter periods of one (1) week or less. ~~Each employee whose normal work schedule is Monday through~~

~~Friday shall take a period of vacation of at least one (1) week each year when eligible as follows. Each employee will take a period of vacation that allows him or her to be away from the workplace for a minimum of five (5) consecutive days.~~

D. VACATION CARRY OVER

Accrual of vacation hours will be calculated on a bi-weekly basis and will be reflected on the pay stubs. An employee will be allowed to carry no more than the maximum amount of vacation that he or she can earn in one (1) year, plus eighty (80) hours.

E. VACATION CREDIT ON TERMINATION AND RETIREMENT

Upon termination, an employee shall be paid for the unused portion of accumulated vacation leave provided such employee has completed twelve months of consecutive, full-time employment. An employee who has been separated shall not accrue vacation leave credits after his or her last day of actual work.

ARTICLE VII MEDICAL AND BEREAVEMENT LEAVE

A. AMOUNT AUTHORIZED

1. **Medical Leave.** Medical leave shall be credited into a medical leave account for each employee at the rate of eight (8) hours for each calendar month of service and may be taken in ½ hour increments.
2. **Bereavement Leave.** Bereavement leave shall be granted to eligible employees for up to twenty-four (24) hours per contract year for immediate family members and up to sixteen (16) hours per contract year for non-immediate family members. If the employee's regularly scheduled shift is other than eight (8) hours per day, the employee may use medical leave to supplement the difference of hours needed to cover the scheduled shift to accommodate for an absence of up to three (3) days if needed to cover their scheduled shift.

B. USE OF MEDICAL LEAVE

Medical leave with pay must be accumulated before it can be taken and advancing medical leave is prohibited. Employees may utilize their allowances of medical leave when unable to perform their work duties by reason of personal illness, fatigue due to job related duties, noncompensable bodily injury, pregnancy, disease, or exposure to contagious diseases under circumstances in which the health of other employees or the public would be endangered by attendance on duty. Medical leave with pay may be utilized to keep medical or dental appointments. Medical leave may also be utilized for a maximum of two hundred (200) hours per contract year, per household to care for any members of an employee's immediate family or household. For purposes of medical leave, "immediate family member" shall mean a child, spouse, parent and parents-in-law. "Child" shall include a biological, adopted or foster child, a step-child, a legal ward, or a child of a person standing in "loco parentis".

C. USE OF BEREAVEMENT LEAVE

Upon completion of one (1) year of continuous service, an employee shall be eligible to use up to twenty-four (24) hours of paid bereavement leave for the death of an immediate family member. For purposes

of bereavement leave, “immediate family member” shall include son, daughter, sibling, spouse, parent, grandparent, grandchild, and in-laws of the same relation. Bereavement leave shall not exceed twenty-four (24) hours in any contract year for an immediate family member.

Upon completion of one (1) year of continuous service, an employee shall be eligible to use up to sixteen (16) hours of paid bereavement leave for the death of a non-immediate family member. For purposes of bereavement leave, “non-immediate family member” shall include aunts, uncles, nieces and nephews. Bereavement leave shall not exceed sixteen (16) hours in any contract year for a non-immediate family member.

D. MEDICAL LEAVE – REPORTS ON CONDITION

When an employee finds it necessary to utilize medical leave, his or her supervisor should be notified immediately. An employee must keep the Police Chief informed of the employee’s condition. An employee may be required by the Police Chief to submit a medical record or certificate for any absence. Failure to fulfill these requirements may result in denial of medical leave.

E. FRAUDULENT USE OF MEDICAL OR BEREAVEMENT LEAVE

The Police Chief or his or her authorized representative may investigate any medical or bereavement leave taken by an employee. False or fraudulent use of medical or bereavement leave shall be cause for disciplinary action and may result in dismissal.

F. NOTIFICATION

If an employee is absent for reasons that entitle the employee to medical or bereavement leave, the employee or a member of employee’s household shall notify the supervisor on duty at least thirty (30) minutes prior to scheduled reporting time. If an employee fails to notify the supervisor, when it was reasonably possible to do so, no medical or bereavement leave shall be approved. Immediately upon return to work the employee shall submit a leave form request to his or her supervisor.

G. COMPENSATION FOR UNUSED MEDICAL LEAVE ~~AT RETIREMENT~~

~~Each employee upon retirement shall be paid for thirty seven and one half percent (37.5%) of his or her accumulated medical leave, the rate of compensation to be based on the employee’s salary at the time of retirement. The maximum accumulation in a medical leave account shall be one thousand two hundred eighty (1,280) hours. The compensation for the death of an employee not occurring in the line of duty shall be made to the employee’s beneficiary or estate at the rate of thirty seven and one half percent (37.5%) of the medical leave account, not to exceed one thousand two hundred eighty (1,280) hours.~~

An employee may accumulate medical leave to a maximum of 1,887 hours.

1. All employees shall be paid twenty percent (20%) for their accumulated medical leave at separation of employment after twenty (20) years of service.
2. All employees shall be paid forty percent (40%) for their accumulated medical leave at separation of employment after twenty-five (25) years of service.

3. An employee shall be paid fifty percent (50%) of accumulated medical leave for a death not occurring in the line of duty.

4. An employee shall be paid one hundred percent (100%) of accumulated medical leave for a death occurring in the line of duty.

The rate of compensation is based on the employee's salary at the time of separation. The payout for medical leave shall go to the employee's Voluntary Employee Benefits Association (VEBA) account.

~~H. COMPENSATION FOR UNUSED MEDICAL LEAVE UPON DEATH IN THE LINE OF DUTY~~

~~—— If an employee is killed in the line of duty, there shall be paid one hundred percent (100%) of his or her accumulated medical leave, not to exceed one thousand two hundred eighty (1,280) hours. The rate of compensation is to be based upon the employee's salary at the time of death. Payment for this benefit shall be included in the final payroll check.~~

I. FAMILY AND MEDICAL LEAVE ACT POLICY

Employees shall be covered by the City's Family and Medical Leave Act Policy, as set forth in the Employee Reference Manual.

ARTICLE VIII SPECIAL PAY

A. CALL IN PAY

In the event that an employee is called in to work while off duty, the employee shall be paid for a minimum of two (2) hours at the one and one-half (1.5) times the regular rate of pay and for any additional time worked thereafter. In the event that notification is made at least ~~twenty-one~~ fourteen (~~21~~14) days in advance, the employee will not qualify for call in pay.

B. STANDBY PAY

When an employee is directed to be on standby duty by the Chief of Police or designated Captain, the employee shall receive one (1) hour of straight time pay for each eight (8) hours of standby duty or any fraction thereof that occurs between regularly assigned duty shifts.

C. DECLARED WEATHER EVENT

Weather Event Leave shall only be used if the Mayor or designee declares a day as a weather event and notifies non-essential employees either not to report to work or discontinue work due to weather conditions. This leave is separate from any other leave and will not be used to reduce any leave accumulated in those leave banks.

To be eligible to use Weather Event Leave, the employee must have been scheduled to be at work on the day and time the weather event is declared. Employees scheduled for a holiday, vacation, annual leave or medical

leave are ineligible to use Weather Event Leave. Weather Event Leave does not count towards overtime. The weather event only applies for the date stated in the declaration.

Only essential personnel shall be paid 1.5 times their regular rate of pay for hours worked during the day and time the weather event is declared. Non-essential personnel shall be dismissed and receive their scheduled hours of pay up to eight (8) hours at their regular rate of pay.

ARTICLE IX MILITARY LEAVE

The City will follow provisions relating to military ~~training~~ leave ~~are~~ as provided by ~~Section 55-160~~ Neb. Rev. Stat., 1943, et. seq., as amended § 55-160.

The City also recognizes and abides by the Nebraska Family Military Leave Act as provided by Neb. Rev. Stat. § 55-102 and Neb. Rev. Stat. § 55-503.

ARTICLE X COURT LEAVE

A. WHEN AUTHORIZED

Any employee required to attend as a witness or in any other capacity directly related to his or her official duties, in any case during session of the juvenile court, county court, district court, mental health board, department of motor vehicles, or before any grand jury proceedings, during off-duty periods, shall be entitled to compensation at the rate of pay of 1.5 times the regular rate of pay for each appearance at a minimum of two hours or for the actual time, if longer. All appearances before any tribunal prior to its noon recess of any given day shall be considered one appearance. All appearances before any tribunal subsequent to its noon recess of any given day shall be considered one appearance. When the employee is testifying in other litigation to which he or she is a party, such employee shall not be granted court leave but may use vacation leave or compensatory time or be granted leave without pay for the length of such service. It is recognized that the court pay at the rate of 1.5 times the regular rate of pay is considered premium pay and court time shall not count as hours worked for the calculation of overtime.

B. PROCEDURE

An employee who is called for witness or jury duty shall present to his or her supervisor the original summons or subpoena from the court and, at the conclusion of such duty, a signed statement from the clerk of the court, or other evidence, showing the actual time in attendance at court.

C. FEES

Fees received for jury service in a federal, state, county, police or municipal court shall be deposited with the City Finance Director upon the employee's receipt thereof, provided, this requirement shall not apply to funds received by employees when they would not normally be on duty with the City. No employee shall receive witness fees paid from City funds.

ARTICLE XI DISABILITY

1. If any police officer or sergeant becomes disabled, such employee shall be placed on the roll of pensioned police officers at the regular retirement pension of fifty percent (50%) of regular pay for the period of such disability. For purposes of this Article, "disability" shall mean the complete inability of the police officer, for reasons of accident or other cause while in the line of duty, to perform the duties of the police officer.
2. In the case of temporary disability of an employee covered by this agreement, received while in the line of duty, he or she shall receive his or her salary during the continuance of such disability for a period not to exceed twelve (12) months, except that if it is ascertained by the City Council or the proper municipal authorities within twelve (12) months of such temporary disability has become a disability as defined in the paragraph preceding, then the salary shall cease and he/she shall be entitled to the benefits for pension in the case of disability as provided by Nebraska statutes.
3. All payments of pension or salary provided by this Article shall be subject to deduction of amounts paid under the Nebraska Workers Compensation Act. Such payments shall not commence until all credit for unused annual or medical leave or other similar credits have been fully utilized by the disabled employee if there will be no impairment to his/her salary during the period of disability.
4. No employee covered by this agreement shall be entitled during any period of temporary disability to receive in full both his/her salary and his/her benefits under the Nebraska Workers Compensation Act. All Nebraska Workers Compensation benefits shall be payable in full to such police officer as provided in the Nebraska Workers Compensation Act, but all amounts paid by the City or its insurer under the Nebraska Workers Compensation Act to any disabled police officer entitled to receive a salary during such disability, shall be considered as payments on account of such salary and shall be credited thereon. The remaining balance of such salary, if any, shall be payable as otherwise provided by Nebraska law.
5. Pursuant to the waiting provisions in Section 48-119 of the Nebraska Workers Compensation Act, no workers compensation shall be allowed during the first seven (7) calendar days following the date of injury or date that temporary disability begins, unless the disability continues for six (6) weeks or longer. When the disability lasts less than six (6) weeks, an employee may use medical or vacation leave for the initial seven (7) days. If no other leave is available, the City shall grant the employee temporary disability leave. If the disability continues for six (6) weeks or longer, the employee will be credited with any medical or vacation leave taken during the initial waiting period.
6. While on leave due to a temporary disability while in the line of duty, the total compensation paid to an employee, including salary, wages, workers compensation benefits, and leave pay collected from any other party (except the employee's private insurance) shall not exceed the employee's salary at the time of the commencement of the leave, plus any allowed and approved cost of living increase which commences during the period of leave.
7. The City reserves the right of subrogation because of payment of temporary disability leave to any employee who is disabled or injured by a third party, and reserves the right to pursue collection from the employee of any money paid by the party to the extent of the City's payment of temporary disability leave. Should the employee receiving temporary disability leave collect from the third party for salary, wages or expenses otherwise paid by the City, he or she will reimburse the City for money paid as temporary disability leave or expenses resulting from the injury.

8. Nothing in this Article shall be interpreted to mean that the City shall have the right to initiate civil litigation in the name of the employee against the party or representative or such party until after receiving consultation and advice of the employee and a signed waiver to that effect.
9. A light duty policy will be maintained by the City to accommodate employees who have been injured in the work place to return to work as soon as possible. The commencement of light duty work and/or modified duty work shall be five (5) calendar days from the date of injury. Any changes in shifts to accommodate the light duty work shall be made in the interim. Any employee who is medically released for light duty may commence light duty work and/or modified duty work earlier than the five (5) days from the date of injury if the employee is willing to do so. During the five (5) day period, between a date of injury and the beginning of light duty work and/or modified duty work, any employee who does not willingly return to light duty work, who is released by a doctor to do so, shall be required to take medical leave for any regularly scheduled shifts that are missed. If medical leave is unavailable to the employee, vacation leave may be used in lieu of medical leave. Day one shall constitute the date of injury, and day six shall be the day the employee begins light duty work.

If the employee continues to work full duty after the date of injury, the five (5) day notice shall begin on the date of the doctor appointment in which light duty work is recommended. Once an employee begins light duty work, the employee is required to continue light duty work until released for full duty or until the maximum light duty period expires pursuant to city policy.

ARTICLE XII GENERAL PROVISIONS CONCERNING LEAVE

A. ABSENT WITHOUT APPROVAL

An employee who is absent from duty without approval shall receive no pay for the duration of the absence and, unless there is a legitimate reason for the absence, shall be subject to disciplinary action, which may include dismissal.

B. AUTHORIZED LEAVE FORMSREQUESTS

For all leave except unforeseeable medical leave or other emergency situations, a ~~written leave~~ request ~~on an authorized form~~, indicating the kind of leave, duration and dates of departure and return, must be approved prior to the taking of the leave. In the case of unforeseeable medical leave or other emergency, the request shall be completed and submitted for approval upon the employee's return to duty. Unless an absence is substantiated by notation on an authorized form approved by the supervisor, a leave request approved by the supervisor substantiates an absence. an employee shall not be paid for any absence from scheduled work hours.

C. LEAVE COVERED BY FMLA

Employees who anticipate taking leave governed by the FMLA are required to provide written notice of their intent as set forth in the City's FMLA Policy.

ARTICLE XIII PENSION RETIREMENT PLAN

The City agrees that the employees covered under this agreement are covered under the pension plan as provided by state statutes, as amended.

ARTICLE XIV FITNESS FOR DUTY

The City maintains the right to test for fitness for duty.

ARTICLE XV RATES OF PAY FOR WORK PERFORMED

The rates of pay for work performed under this agreement shall be:

A. ~~2016—2017~~2019 - 2020 FISCAL YEAR

Rates of pay from October 1, ~~2016-2019~~ through September 30, ~~2017-2020~~, for work performed in the various classes of work under this agreement shall be as shown on the pay plan, attached hereto as Exhibit “A” and shall take effect the first full pay period of October ~~2016-2019~~.

B. ~~2017—2018~~2020 - 2021 FISCAL YEAR

Effective in the first full pay period of October ~~2017-2020~~, for work performed in the various classes of work under this agreement shall be as shown on the pay plan, attached hereto as Exhibit “B”. ~~of the pay ranges for police officer and police sergeant shall be adjusted by a salary adjustment of 2.5%. See Exhibit “B”. Beginning with the first full pay period of October 2017 the number of pay steps will be reduced from 11 steps to 10 steps as shown on Exhibit “B” attached hereto.~~

C. ~~2018—2019~~2021 - 2022 FISCAL YEAR

Effective in the first full pay period of October ~~2018-2021~~, for work performed in the various classes of work under this agreement shall be as shown on the pay plan, attached hereto as Exhibit “C”. steps 1 through 10 ~~of the pay ranges for police officer and police sergeant shall be adjusted by a salary adjustment of 2.5% as shown on Exhibit “C” attached hereto. See~~

D. PAY STEP UPON DEMOTION

An employee who fails to satisfactorily perform the duties of a classification into which he/she has been promoted may be demoted to the classification from which promoted. Such employee shall return to the same pay step held prior to promotion with the same regular status held prior to promotion.

E. COMPENSATORY TIME

In lieu of payment for overtime hours worked, the employee may elect to take compensatory time off. One and one-half (1½) hours of compensatory time shall be credited for each overtime hour worked. Unused accumulated compensatory time may be converted to overtime pay only upon termination of employment unless otherwise authorized by the Chief of Police. Compensatory time may not be used on a holiday. Compensatory time may be accumulated up to ~~ninety-six~~one hundred ten (96-110) hours annually (~~64-73.33~~ actual hours worked) with the year commencing October 1. All compensatory time that is not used prior to the

last pay period before September 30th of each year shall be paid out in cash to the employee at the regular hourly rate for the hours left in the compensatory time bank. The pay-out for the unused compensatory time shall occur in the last full pay period prior to October 1. It shall be permissible to use less than eight (8) hours at a time. Compensatory time shall be used only with the approval of the Chief or the Chief's designated representative. Compensatory time must be recorded through the City payroll system.

F. FIELD TRAINING OFFICER

Any Police Officer assigned as a Field Training Officer shall, in addition to his/her regular salary, be paid \$1.00 per hour while actively working with a trainee or other issues directly concerning a trainee which may include: post shift reporting, training, periodic meetings and court appearances with the trainee.

G. LONGEVITY

~~Effective the first full pay period in October 2016, i~~In addition to an employee's base salary provided for elsewhere in this Agreement, each employee of the bargaining unit shall annually receive longevity pay based upon the total length of service with the City. Such pay shall be effective beginning with the first full pay period following completion of the specified years of service. Payment shall be made on a prorated basis on each regular pay day. The following annual longevity pay rate schedule shall apply:

<u>5 years</u>	<u>\$ 350.00 (Beginning of 6th Year)</u>
10 years	\$ 645.50 (Beginning 11 th Year)
15 years	\$ 830.50 <u>870.00</u> (Beginning 16 th Year)
20 years	\$1,032.50 <u>1,096.00</u> (Beginning 21 st Year)
25 Y years	\$1,247.50 <u>1,270.00</u> (Beginning 26 th Year)

H. SHIFT DIFFERENTIAL

~~Effective the first full pay period in January 2017, a~~All employees who are regularly assigned to a shift whose majority of hours occur between 1800 hours and 0600 hours shall be paid an additional ~~thirty~~forty-five cents (\$0.~~34~~5) per hour. The shift differential shall be included as an addition to the employee's hourly rate.

ARTICLE XVI PAY PLAN STRUCTURE

A. ADMINISTRATION OF PAY SCHEDULE

- ~~Officers and Sergeants~~All classifications will be considered for pay schedule step increases upon receiving satisfactory performance appraisals with said step increases to be effective on the first day of the pay period following the event for change according to the following schedule:

- Step 1. Entry level;
- Step 2. Upon successful completion of twelve (12) months of service in step 1 of the job classification and upon receiving a satisfactory performance appraisal;

- Step 3. Upon successful completion of twelve (12) months of service in step 2 of the job classification and upon receiving a satisfactory performance appraisal;
- Step 4. Upon successful completion of twelve (12) months of service in step 3 of the job classification and upon receiving a satisfactory performance appraisal;
- Step 5. Upon successful completion of twelve (12) months of service in step 4 of the job classification and upon receiving a satisfactory performance appraisal;
- Step 6. Upon successful completion of twelve (12) months of service in step 5 of the job classification and upon receiving a satisfactory performance appraisal;
- Step 7. Upon successful completion of twelve (12) months of service in step 6 of the job classification and upon receiving a satisfactory performance appraisal;
- Step 8. Upon successful completion of twelve (12) months of service in step 7 of the job classification and upon receiving a satisfactory performance appraisal;
- Step 9. Upon successful completion of twelve (12) months of service in step 8 of the job classification and upon receiving a satisfactory performance appraisal;

~~Step 10. Upon successful completion of twelve (12) months of service in step 9 of the job classification and upon receiving a satisfactory performance appraisal;~~

~~Step 11. Upon successful completion of twelve (12) months of service in step 10 of the job classification and upon receiving a satisfactory performance appraisal.~~

~~Beginning with the first full pay period in October of 2017, step 11 will be eliminated resulting in a 10 step plan. Employees will be placed in the pay plan according to years of service. When applicable, placement will take into account additional pay step incentives applied at the time of hire for education, experience and/or certifications. Placement in the new step plan will not affect an employee's current step and appraisal anniversary date.~~

- 2. An employee who is promoted shall be placed in the step of the new pay grade that insures at least a three percent (3%) increase in pay. Upon successful completion of the six (6) month introductory period in the new position and upon receiving a satisfactory performance appraisal, an employee shall move to the next step in the pay scale.
- 3. The Mayor may evaluate the manner of performance of any employee, all employees, or any portion of the employees at any time during such employees' service. Any adjustments in the pay of such evaluated employees, including introductory employees' step adjustments, shall be effective on the first day of a pay period falling on or immediately after such adjustment.
- 4. Employees, prior to advancing in step or grade, shall be evaluated using the City's performance appraisal system. Such appraisal shall take place yearly. Should an employee receive an appraisal indicating unsatisfactory performance, that employee will not receive an increase in pay, other than increases in pay lines for each classification.

5. In no case shall any employee be advanced beyond the maximum rate of the pay grade for his/her class of position.

B. INTRODUCTORY PERIOD

As set forth in the Nebraska Civil Service Act and the Grand Island Civil Service Commission Rules and Regulations, no appointment, employment, or promotion in any position in the service shall be deemed complete until after the expiration of one year after certification by the Nebraska Law Enforcement Training Center for police officers.

ARTICLE XVII EMPLOYEE RELATIONS

A. GENERAL

Every employee in the police division shall fulfill conscientiously the duties and responsibilities of his/her position. Every employee shall conduct himself or herself at all times in a manner which reflects credit on the service. Every employee shall be impartial in all official acts and shall in no way endanger nor give occasion for distrust of his/her impartiality.

B. MEMBERSHIP IN F.O.P.

The parties hereby agree that no officers, agents, representatives, members, or anyone connected with either party shall in any manner intimidate, coerce, restrain, or interfere with the rights of employees to form, join or assist labor organizations, or to refrain from any of these activities, including the right of employees to withdraw, revoke or cancel F.O.P. membership.

C. DISCIPLINARY ACTION

1. **Cause:** Cause for disciplinary action against any employee shall include any cause so specified in the Employee Personnel Rules of the City of Grand Island, the Police Department Policy and Procedures Manual and the rules and regulations of the City Civil Service Commission.
2. **Reprimand:** The Police Chief or designated representative may reprimand any employee for cause. Such reprimand may be in writing and addressed and presented to the employee who will initial receipt. A signed copy shall be delivered to the Mayor's office for inclusion in the employee's personnel file. The employee may submit an explanation or rebuttal.
3. **Civil Service:** It is agreed by the parties that all applicable provisions of the Rules and Regulations of the Grand Island Civil Service Commission are hereby made part of this agreement and by this reference made part hereof.

It is the policy of the City of Grand Island to provide a system of progressive discipline which affords an opportunity for the resolution of unsatisfactory employee performance or conduct. Such system shall include an appeal procedure to assure the equitable and consistent application of discipline.

Discipline may begin with the least severe disciplinary action and progress, if necessary, to more severe actions. However, the severity of the incident may warrant any level of initial disciplinary action.

ARTICLE XVIII GRIEVANCE PROCEDURE

A. PROCEDURE

An alleged grievance arising from an employee shall be handled in the following manner:

A grievance for the purpose of the agreement refers to a question of interpretation, application, and meaning of the terms of the labor agreement between the City and the F.O.P.

Employees shall raise and thoroughly discuss any matters of disagreement with their immediate supervisor in order to informally resolve as many matters as possible.

In reducing a grievance to writing, the following information must be stated with reasonable clearness:

The exact nature of the grievance, the act or acts of commission, the time and place of the act of commission or omission, the identity of the party or parties who claim to be aggrieved, the provisions of this agreement that are alleged to have been violated and the remedy which is sought.

In the event that satisfactory settlement is not or cannot be reached after the matter has been informally raised with the immediate supervisor, the following procedure shall be used in submission of a grievance.

1. **First Step** – Any employee who believes that he/she has a justifiable request or grievance shall discuss the request or complaint within five (5) calendar days with the Captain, with or without the F.O.P. representative being present, as the employee may elect, in an attempt to settle the same. If a grievance or request has not been satisfactorily resolved in Step One, it may be presented in writing and proceed to Step Two only if the F.O.P. representative determines that it constitutes a meritorious grievance. A grievance to be considered beyond Step One must be filed in writing with the Police Chief on the form provided by the City.
2. **Second Step** – The Police Chief shall consider the grievance and notify the employee in writing within seven (7) calendar days after receipt of the grievance.
3. **Third Step** – If the grievance is not settled to the satisfaction of the employee, the employee or employee's representative shall present it in writing to the Mayor of the City or the Mayor's designated representative within seven (7) calendar days after the decision of the Police Chief. The Mayor or designated representative shall notify the employee of the decision made and of any action taken within ten (10) calendar days after receipt of the grievance.
4. **Fourth Step** – If the grievance is not settled to the satisfaction of the employee, he/she may appeal, within ten (10) days after receipt of the City's decision to a court of competent jurisdiction.

The grievant may use vacation leave to prepare or present the case. Nothing in this agreement shall prevent the grievant from including in his or her petition a prayer for remuneration for time expended in the preparation, trial, or other time lost relating to grievance under consideration.

B. GENERAL CONDITIONS

All grievances shall be presented by the employee in person. The employee shall not be paid for any time used to present a grievance. An employee must obtain the permission of the immediate supervisor before leaving the job to present a grievance. (None of the above precludes the possibility of meetings at any step of the grievance procedure among the parties involved to discuss the issues and to attempt to settle them at that step). Nothing in the foregoing provisions shall be construed to apply to the extent, if any, that such provisions may become in conflict with a duly enacted statute of the state or a decision of the court of competent jurisdiction.

The time limits provided in this Article shall be strictly construed and the failure of any moving party to meet the time limits listed in this Article relative to the processing of the grievance shall constitute an unconditional acceptance of the remedy promulgated at the last step, or constitute a rescission of the act giving rise to the grievance, whichever is appropriate.

ARTICLE XIX OTHER BENEFITS

A. MEDICAL, DENTAL AND LONG TERM DISABILITY INSURANCE

Except as modified by this Article XIX, Section A., The City agrees to provide health, dental, and long-term disability insurance during the term of this agreement for the employee and the employee's eligible dependents at the same eligibility benefit level and employee contribution level as provided to non-union City employees under the City's general group insurance plans. The City's general insurance plans run from October 1 through September 30 of each year.

The City shall make available a PPO plan for employees covered under this contract. Employee premiums for the PPO plan are as follows for the 2019-2020 plan year; Single coverage \$207.90 per month, 2/4 coverage \$414.76 per month, Family \$619.50 per month. In the 2020-2021 plan year and the 2021-2022 plan year, employee premiums shall not increase more than 6% each plan year.

The City shall make available a high deductible health plan (HDHP) for employees covered under this contract. Employee premiums for the HDHP are as follows:

Year 1 HDHP			Year 2 HDHP		
Coverage Type	Employee Premium (per mo.)	Plan Year "Seed" Money	Coverage Type	Employee Premium (per mo.)	Plan Year "Seed" Money
Single	\$75.81	\$1,350.00	Single	\$77.33	\$1,350.00
2/4	\$175.52	\$2,025.00	2/4	\$179.03	\$2,025.00
Family	\$258.98	\$2,700.00	Family	\$264.16	\$2,700.00

Year 3 HDHP		
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<u>Coverage Type</u>	<u>Employee Premium (per mo.)</u>	<u>Plan Year "Seed" Money</u>
<u>Single</u>	<u>\$78.87</u>	<u>\$1,350.00</u>
<u>2/4</u>	<u>\$182.61</u>	<u>\$2,025.00</u>
<u>Family</u>	<u>\$269.44</u>	<u>\$2,700.00</u>

B. LIFE INSURANCE

The City will provide a fifty thousand (\$50,000.00) life insurance policy for the employee. Such policy contains an option allowing the employee to purchase additional insurance. The premium for the optional insurance shall be paid by the employee.

C. DISCONTINUANCE OF INSURANCE

1. Except as provided under the City's Family and Medical Leave Act (FMLA) Policy, or otherwise as required by law, an employee who is on a leave of absence without pay will be removed from coverage under the City's hospitalization, dental and medical insurance plan on the first day of the month following the effective date of the leave and shall remain off the City's plan for the duration of said leave of absence. Upon expiration of such leave and upon return of the employee to active duty, he or she will receive coverage on the first day of the month following his/her return. If the leave of absence is not covered by the FMLA policy, the employee shall have the option of retaining coverage under the City's hospitalization, dental and medical insurance plan if the employee pays one-hundred percent (100%) of the premium cost during an approved leave of absence.
2. The employee will be required to pay the premium on the life insurance policy during any leave of absence. The employee shall pay both the City's premium and employee's premium, if any, during this period.

D. UNIFORM ALLOWANCE

The City shall provide for new employees covered under this contract upon hire, uniform items consisting of: four (4) long sleeved shirts; four (4) short sleeved shirts; four (4) pairs of pants; one (1) winter coat and body armor.

New hires shall be allowed to receive from the city, a loan for the amount needed to buy the required uniform and equipment not to exceed Six-Hundred Dollars (\$600.00) in addition to what is provided by the City at zero percent (0%) interest rate, with the loan to be repaid from the uniform allowance in its entirety until the loan is repaid in full.

All employees covered by this agreement shall be designated as uniformed officers for the City. The City shall provide a uniform allowance to be paid semi-annually at the rate of Three Hundred Twenty Five Dollars (\$325.00) per employee. The City shall provide to each employee covered by this agreement: brass, handcuffs, whistle, nightstick, case, flashlight, batteries for flashlight, a weapon, ammo clips and a belt.

The City shall replace body armor for each officer upon the failure of their body armor. A rotating schedule of replacement shall also be set up so that the body armor shall be replaced one time every five years by the City. The body armor shall be worn at all times by the employees while on duty unless a specific duty assigned, shall not require that the body armor be worn, and such exception to the mandatory wearing of body armor shall be signed specifically by the Chief of Police.

Costs for replacement of personal equipment that is damaged, broken, or lost in the course and scope of employment will be reimbursed by the City as provided below.

1. Prescription eyeglasses or contact lenses will be reimbursed up to a replacement value of two hundred (\$200) dollars.
2. Watches will be reimbursed up to a replacement value of one hundred (\$100) dollars.

E. TUITION AND BOOK REIMBURSEMENT PROGRAM

Tuition and book reimbursement shall be available, subject to the following restrictions, for the purpose of enhancing the knowledge and skills of employees to better perform their current duties:

1. **Qualification Process.** The determination of whether a request qualifies for the tuition reimbursement program shall be made by the Chief of Police based upon the following considerations:
 - a. Is there budget authority?
 - b. Is the book necessary for said course, job related?
 - c. Is there supervisor approval?
 - d. Is the employee requesting reimbursement eligible for other assistance programs?
2. **Approval Process.** To receive tuition reimbursement, the employee must submit a "Tuition Request Form", which shall contain the qualification information discussed above, as well as the employee's financial request prior to beginning the course. Reimbursement approval is limited as follows:
 - a. Base tuition and necessary books only. No reimbursement shall be allowed for other fees.
 - b. If the employee is eligible for other assistance programs, the City will provide secondary benefits only.
3. **Reimbursement Process.** Any employee requesting tuition reimbursement shall submit a grade report indicating a "B" or higher, and the tuition request form to the Chief of Police for inclusion in the next payroll period.
4. **Service Requirement.** Tuition reimbursement is available to regular status employees.
5. **Eligibility Requirements.** Tuition reimbursement shall be limited as follows:

- a. Less than two (2) years of service: \$ 300.00
- b. Two (2) to Five (5) years of service: \$ 600.00
- c. Five (5) to Ten (10) years of service: \$2,000.00
- d. Over ten (10) years of service: \$3,000.00

Said amounts are to be approved annually from October 1 through the end of the following September.

F. CAFETERIA PLAN

The City agrees to maintain a pre-tax contribution plan for medical and hospitalization insurance as long as said plan is generally maintained for employees of the City. The employees covered by this contract shall be allowed to utilize said plan.

The City also agrees to maintain a cafeteria plan for health care reimbursement and dependent care assistance, and allow the employees covered by this contract to utilize such plan as long as such plan is maintained for city employees of the City of Grand Island.

G. EMPLOYEE ASSISTANCE PROGRAM

The City agrees to allow the employees covered by this contract access to the Employee Assistance Program, as long as the City maintains such program.

H. VOLUNTARY EMPLOYEE BENEFITS ASSOCIATION (VEBA)

All employees shall participate in the group VEBA. A contribution will be made to the employee's account each pay period in the amount of Twenty and No/100 Dollars (\$20.00). Employees will have access to the money in their VEBA account for eligible medical expenses upon separation with the City.

ARTICLE XX SENIORITY

A. CONTINUOUS SERVICE

Seniority shall be based on continuous length of service in a classification without a break or interruption; provided, that any suspension for disciplinary purposes, absence on authorized leave with pay, absence on authorized leave without pay, or lay-off for thirty (30) calendar days or less, shall not constitute a break of interruption of service within the meaning of this Article.

B. DATE OF ENTRY

Seniority shall commence from the date an employee enters a classification.

C. LIST

A list of employees arranged in order of seniority by classification shall be maintained and revised and updated as is necessary.

D. SAME DATE OF ENTRY

Where two or more employees in the same classification were appointed on the same date, their seniority standing shall be determined by the Police Chief at that time and the individuals so notified.

E. SHIFT VACANCY ASSIGNMENT

Seniority shall be a primary consideration in granting employees preference relative to shift assignments when filling a vacancy. It is understood that the Chief of Police, in the best interests of the operation of the Police Department, shall retain all authority to make assignments as required to properly staff the Police Department and may reassign an officer to another shift.

F. HIGHER CLASSIFICATION PREFERENCE

When two [\(2\)](#) or more employees are promoted to a new classification from different classifications, the employee promoted in the higher classification shall be senior.

G. DAYS OFF VACANCY ASSIGNMENT

Seniority shall be a consideration in the assigning of days off when filling a classification vacancy. Seniority shall not be used to change established work schedules.

ARTICLE XXI BILINGUAL PAY

Eligible employees proficient in an approved second language shall be paid One Thousand Five hundred dollars (\$1,500.00) per calendar year, such pay to be included in the second paycheck in November. The Chief of Police shall determine which languages are “approved” based upon the needs of the department as they relate to the population make-up of Grand Island.

A test shall be developed by the Human Resources Department to test the proficiency of the employee in each approved language before an employee is eligible for bilingual pay.

ARTICLE XXII HEALTH INSURANCE COMMITTEE

The City agrees to establish and maintain an employee advisory committee to aid in obtaining health and dental insurance.

ARTICLE XXIII SAFETY COMMITTEE

A. MEMBERS

There shall be a joint committee established, effective the date of ratification of this agreement, consisting of three (3) representatives of the City and three (3) members of the bargaining unit selected by the F.O.P. who shall, at regular intervals, meet to discuss safety problems, and if necessary, tour the premises. The first chairperson of said committee shall be a member of the F.O.P., said position thereafter to rotate annually between the City and the F.O.P.

B. SUBJECTS

All questions relating to safety, including equipment and procedures shall be considered proper subjects for discussion.

C. COMMON CONCERN

It is agreed by the parties that the question of safety is a common concern and to this end the parties agree to use all reasonable means of protecting the health and welfare of all employees.

D. ADMINISTRATIVE REVIEW

The recommendations of the safety committee shall be forwarded to the Chief of Police for review and consideration. The Chief of Police shall provide a response to such recommendations to both the Chief Administrative Officer of the City and the members of the safety committee within twenty (20) working days of receipt of the recommendation. An additional ten (10) working days will automatically be granted upon written request for additional time to respond. If no response has been made after the additional ten (10) days has elapsed, an F.O.P. representative on the committee may directly contact the Chief Administrative Officer for further action.

ARTICLE XXIV MANAGEMENT RIGHTS

A. COLLECTIVE BARGAINING

The City has endorsed the practices and procedures of collective bargaining as an orderly way to conduct its relations with this group of employees, provided, that the City, acting through its chief administrative officer of the City, retains the right to effectively operate in a reasonable and efficient manner to serve the best interests of all the citizens of the City.

B. RESERVED RIGHTS

Except where limited by express provisions elsewhere in this agreement, nothing in the agreement shall be construed to restrict, limit, or impair the rights, powers and the authority of the City as granted to it under the laws of the State of Nebraska and City ordinances. These rights, powers and authority include, but are not limited to the following:

1. Discipline or discharge for cause whether arising under this agreement or City work rules.
2. Direct the work force.
3. Hire, assign or transfer employees.

4. Determine the mission of the City.
5. Determine the methods, means, number of personnel needed to carry out the City's mission.
6. Introduce new or improved methods or facilities.
7. Change existing methods or facilities.
8. Relieve employees because of lack of work.
9. Contract out for goods or services.
10. The right to classify jobs and to allocate individual employees to appropriate classifications based upon duty assignments. The City will not abolish or change any bargaining unit classifications for the purpose of depriving the bargaining unit employees of their benefits under this agreement.

C. SCOPE OF NEGOTIATIONS

The parties acknowledge that they have had the opportunity to present and discuss proposals on any subject which is, or may be, subject to collective bargaining.

D. MATTERS NOT SPECIFICALLY MENTIONED

Any and all matters not specifically mentioned in this agreement are reserved to the City. Such matters reserved to the City shall not be subject to grievance proceedings or negotiation during the life of this contract.

E. CHIEF ADMINISTRATIVE OFFICER

All industrial relation functions of the City shall be handled by the chief administrative officer of the City or designated representative. The F.O.P. agrees that it shall deal with the City only through the chief administrative officer of the City or designated representative.

ARTICLE XXV GENERAL PROVISIONS

A. F.O.P. CREDENTIALS

No representative of the F.O.P. shall be permitted to come on any job site of the City for any reason without first presenting his/her credentials to the chief administrative officer of the City, Police Chief, or authorized representative, and obtaining permission.

B. F.O.P. SOLICITATION

The F.O.P. agrees that it or its members will not solicit membership in the F.O.P. or otherwise carry on F.O.P. activities during working hours or on City property, except with the written permission of the police Chief and or City Administrator.

C. DISCRIMINATION

The City agrees not to discriminate against any employee on the basis of race, creed, color, sex, age or national origin, as provided by law.

D. F.O.P. INTERFERENCE

The City and the F.O.P. agree not to interfere with the right of employees to become or not to become members of the F.O.P., and further that there shall be no discrimination or coercion against any employee because of F.O.P. membership or non-membership.

E. F.O.P. BULLETIN BOARD

The City shall permit the FOP to use one bulletin board designated by the Chief of Police for posting of FOP meetings and elections, reports of FOP committees and other notices or announcements that would be of benefit or of interest to the employees.

Posted materials shall not contain anything discriminatory or reflecting adversely upon the City or any of its employees. Any violation of this provision shall entitle the City to cancel immediately this provision of this Article and prohibit the FOP's further use of the bulletin board.

F. UNION TIME

The City will allow Union Officers and members of the negotiation, retirement, insurance and safety committees (only) to use City email, City interoffice mail, and on-duty time for face-to-face conversations and phone calls to discuss Union matters with Human Resources, City Administration and the Chief of Police or designee. Such matters include but are not limited to grievances, scheduling of hearings and negotiation sessions and answering questions from Human Resources, City Administration and the Chief of Police or designee.

ARTICLE XXVI STRIKES AND LOCKOUTS

A. STRIKES

Neither the F.O.P. nor any officers, agents, or employees will instigate, promote, sponsor, engage in, or condone any strike, slowdown, concerted stoppage of work or any other intentional interruption of the operations of the City, regardless of the reason for so doing. The F.O.P. shall attempt in good faith at all times to keep its members on the job during periods of negotiations and hearings for the settlement of grievances. If employees strike or in any manner slow down or stop work without F.O.P. authorization, the F.O.P. shall notify the City of the facts involved with the incident. Any or all employees who violate any of the provisions of this Article without F.O.P. sanction may be summarily discharged or disciplined by the City. Such discharge or discipline shall not be subject to grievance proceedings under any circumstances.

B. LOCKOUTS

The City will not lock out any employee during the term of the agreement as a result of a labor dispute with the F.O.P.

ARTICLE XXVII SEVERABILITY

If any of the provisions of this agreement are subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statute or ordinances, all other provisions of this agreement shall remain in full force and effect for the duration of this agreement.

ARTICLE XXVIII SCOPE OF AGREEMENT

A. COMPLETE AGREEMENT

The parties mutually agree that this agreement constitutes the entire agreement and understanding concerning all proper subjects of collective bargaining for the duration of the agreement between the parties and supersedes all previous agreements. This agreement shall not be modified, altered, changed or amended in any respect unless in writing and signed by both parties. There are no oral agreements nor is this agreement based upon any oral representation covering the subject matter of this agreement.

B. INTERPRETATION

This agreement has been executed in accordance with the statutes and the laws of the State of Nebraska and the United States of America, and any dispute, disagreement, or litigation arising under this agreement shall be adjudged in accordance with the statutes and laws of the State of Nebraska and of the United States of America.

C. NEGOTIATIONS

The parties agree that the negotiations preceding the signing of this agreement included negotiations on all proper subjects of bargaining and that all negotiations were conducted in accordance with all applicable federal and state requirements.

ARTICLE XXIX C.I.R. WAIVER

As a result of negotiations, and in consideration of this entire collective bargaining agreement, the F.O.P., on behalf of all of its members, hereby knowingly, intelligently, and voluntarily waives its right to file any proceedings with the Nebraska Commission of Industrial Relations alleging lack of comparability with respect to any wages, fringe benefits or any other conditions of employment with respect to the time period between October 1, ~~2016-2019~~ through September 30, ~~2019~~2022. The parties specifically agree that this waiver does not pertain to claims, actions, or suits brought pursuant to Neb. Rev. Stat. §48-824 and §48-825.

ARTICLE XXX NON-DISCRIMINATION

A. PROHIBITION OF DISCRIMINATION

All provisions of this agreement shall be applied equally to all employees in the bargaining unit without discrimination as to sex, race, religion, color, creed, protected age, disability, veteran status, national origin, political affiliation, union or non-union membership.

B. GENDER REFERENCES

All references to employees in this agreement designate both sexes, and whenever the male or female gender is used, such term shall be construed to include both male and female employees.

C. A.D.A. COMPLIANCE

In order to allow the City to deal directly with disabled employees and to maintain confidentiality as required by the Americans with Disabilities Act, the Union hereby waives its right to object to the City's good faith efforts to comply with the Americans with Disabilities Act with respect to employees in the bargaining unit. This waiver shall include, but is not limited to, the City's direct dealing with employees in the bargaining unit with respect to accommodations, and the obligation of the City to maintain confidentiality with respect to medical conditions or medical histories of employees in the bargaining unit.

ARTICLE XXXI DURATION OF CONTRACT

A. EXPIRATION

This agreement shall be effective upon signature by both parties hereto, October 1, ~~2016-2019~~ and shall continue in effect until midnight, September 30, ~~2019~~2022. If a new and substitute agreement has not been duly entered into prior to the expiration date, all economic terms of the agreement shall continue in full force and effect unless modified in accordance and by implementation of the final offer of the City, or until a new agreement is reached, the Nebraska Commission of Industrial Relations (CIR) has made a determination, or the Nebraska Supreme Court has made a decision on appeal from any CIR decision, whichever of the above may be the first to occur.

B. NEGOTIATIONS FOR NEW AGREEMENT

The F.O.P. will contact the City to begin negotiations for a new agreement to take effect upon the termination of this agreement may begin any time after January 1, ~~2019-2022~~ but no later than February ~~4,~~ 2019~~28,~~ 2022 and must be completed by ~~May-June~~ 30, ~~2019-2022~~ for budget preparation purposes.

C. CONTRACT NEGOTIATIONS

Upon notification by either party, the parties shall mutually agree upon the time and place for the first negotiating session. Subsequent sessions shall be set by mutual agreement. Agreement in the setting of negotiating sessions shall not be unreasonably withheld by either party.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the
____ day of _____, ~~2016~~2019.

**GRAND ISLAND LODGE NO. 24 OF THE
FRATERNAL ORDER OF POLICE,**

By: _____
Jarret Daugherty, President, Lodge No. 24

**CITY OF GRAND ISLAND, NEBRASKA,
A Municipal Corporation,**

By: _____
~~Jeremy L. Jensen~~Roger G. Steele, Mayor

Attest: _____
RaNae Edwards, City Clerk

EXHIBIT A

FOP - YEAR ONE
FY 2019 - 2020

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
POLICE OFFICER	HOURLY	22.6435	23.9902	25.4170	26.9287	28.5303	30.2271	32.0248	33.9295	35.9531
6005	BIWEEKLY	1,811.48	1,919.22	2,033.36	2,154.30	2,282.42	2,418.17	2,561.98	2,714.36	2,876.25
	MONTHLY	3,924.87	4,158.31	4,405.61	4,667.65	4,945.24	5,239.37	5,550.96	5,881.11	6,231.88
	ANNUAL	47,098.48	49,899.72	52,867.36	56,011.80	59,342.92	62,872.42	66,611.48	70,573.36	74,782.50

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
POLICE SERGEANT	HOURLY	31.3672	32.5960	33.8730	35.2000	36.5789	38.0119	39.5010	41.0485	42.6610
6010	BIWEEKLY	2,509.38	2,607.68	2,709.84	2,816.00	2,926.31	3,040.95	3,160.08	3,283.88	3,412.88
	MONTHLY	5,436.99	5,649.97	5,871.32	6,101.33	6,340.34	6,588.73	6,846.84	7,115.07	7,394.57
	ANNUAL	65,243.88	67,799.68	70,455.84	73,216.00	76,084.06	79,064.70	82,162.08	85,380.88	88,734.88

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
POLICE LIEUTENANT	HOURLY	34.6000	36.1027	37.6706	39.3066	41.0137	42.7949	44.6535	46.5927	48.6219
6020	BIWEEKLY	2,768.00	2,888.22	3,013.65	3,144.53	3,281.10	3,423.59	3,572.28	3,727.42	3,889.75
	MONTHLY	5,997.33	6,257.81	6,529.58	6,813.15	7,109.05	7,417.78	7,739.94	8,076.08	8,427.79
	ANNUAL	71,968.00	75,093.72	78,354.90	81,757.78	85,308.60	89,013.34	92,879.28	96,912.92	101,133.50

EXHIBIT B

**FOP - YEAR TWO
FY 2020 - 2021**

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
POLICE OFFICER	HOURLY	23.3228	24.7099	26.1795	27.7366	29.3862	31.1339	32.9855	34.9474	37.0317
6005	BIWEEKLY	1,865.82	1,976.79	2,094.36	2,218.93	2,350.90	2,490.71	2,638.84	2,795.79	2,962.54
	MONTHLY	4,042.61	4,283.05	4,537.78	4,807.68	5,093.62	5,396.54	5,717.49	6,057.55	6,418.84
	ANNUAL	48,511.32	51,396.54	54,453.36	57,692.18	61,123.40	64,758.46	68,609.84	72,690.54	77,026.04

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
POLICE SERGEANT	HOURLY	32.3082	33.5739	34.8892	36.2560	37.6763	39.1523	40.6860	42.2800	43.9408
6010	BIWEEKLY	2,584.66	2,685.91	2,791.14	2,900.48	3,014.10	3,132.18	3,254.88	3,382.40	3,515.26
	MONTHLY	5,600.10	5,819.47	6,047.47	6,284.37	6,530.55	6,786.39	7,052.24	7,328.53	7,616.40
	ANNUAL	67,201.16	69,833.66	72,569.64	75,412.48	78,366.60	81,436.68	84,626.88	87,942.40	91,396.76

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
POLICE LIEUTENANT	HOURLY	35.6380	37.1858	38.8007	40.4858	42.2441	44.0787	45.9931	47.9905	50.0806
6020	BIWEEKLY	2,851.04	2,974.86	3,104.06	3,238.86	3,379.53	3,526.30	3,679.45	3,839.24	4,006.45
	MONTHLY	6,177.25	6,445.53	6,725.46	7,017.53	7,322.32	7,640.32	7,972.14	8,318.35	8,680.64
	ANNUAL	74,127.04	77,346.36	80,705.56	84,210.36	87,867.78	91,683.80	95,665.70	99,820.24	104,167.70

**FOP - YEAR THREE
FY 2021 - 2022**

EXHIBIT C

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
POLICE OFFICER	HOURLY	24.0225	25.4512	26.9649	28.5687	30.2678	32.0679	33.9751	35.9958	38.1427
6005	BIWEEKLY	1,921.80	2,036.10	2,157.19	2,285.50	2,421.42	2,565.43	2,718.01	2,879.66	3,051.42
	MONTHLY	4,163.90	4,411.55	4,673.91	4,951.92	5,246.41	5,558.43	5,889.02	6,239.26	6,611.41
	ANNUAL	49,966.80	52,938.60	56,086.94	59,423.00	62,956.92	66,701.18	70,668.26	74,871.16	79,336.92

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
POLICE SERGEANT	HOURLY	33.2774	34.5811	35.9359	37.3437	38.8066	40.3269	41.9066	43.5484	45.2590
6010	BIWEEKLY	2,662.19	2,766.49	2,874.87	2,987.50	3,104.53	3,226.15	3,352.53	3,483.87	3,620.72
	MONTHLY	5,768.08	5,994.06	6,228.89	6,472.92	6,726.48	6,989.99	7,263.82	7,548.39	7,844.89
	ANNUAL	69,216.94	71,928.74	74,746.62	77,675.00	80,717.78	83,879.90	87,165.78	90,580.62	94,138.72

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
POLICE LIEUTENANT	HOURLY	36.7071	38.3014	39.9647	41.7004	43.5114	45.4011	47.3729	49.4302	51.5830
6020	BIWEEKLY	2,936.57	3,064.11	3,197.18	3,336.03	3,480.91	3,632.09	3,789.83	3,954.42	4,126.64
	MONTHLY	6,362.57	6,638.91	6,927.22	7,228.07	7,541.97	7,869.53	8,211.30	8,567.91	8,941.05
	ANNUAL	76,350.82	79,666.86	83,126.68	86,736.78	90,503.66	94,434.34	98,535.58	102,814.92	107,292.64

RESOLUTION 2019-300

WHEREAS, pursuant to Neb. Rev. Stat., §16-201, the City Of Grand Island (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, an employee bargaining unit at the City of Grand Island is represented by the Fraternal Order of Police, Grand Island Lodge No. 24 and

WHEREAS, representatives of the City and the FOP met to negotiate a labor agreement, and

WHEREAS, the City reached an agreement with the FOP and the agreement has been presented to City Council for approval.

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 Agreement by and between the City of Grand Island and the Fraternal Order of Police, Grand Island Lodge No. 24 for the period of October 1, 2019 through September 30, 2022.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, on September 24, 2019.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
September 20, 2019	☐ City Attorney



City of Grand Island

Tuesday, September 24, 2019

Council Session

Item I-2

#2019-301 - Consideration of Approving Economic Development Incentive Agreement with Dramco Tool Co., Inc.

Staff Contact: Jerry Janulewicz

Council Agenda Memo

From: Jerry Janulewicz, City Administrator

Meeting: September 24, 2019

Subject: Approving Economic Development Incentive Agreement with Dramco Tool Co., Inc.

Presenter(s): Jerry Janulewicz, City Administrator

Background

At the November 6, 2012 General Election, the voters of the City of Grand Island approved LB840 funding to enable the City to extend economic development incentives through the Grand Island Area Economic Development Corporation (GIAEDC). The Economic Development Corporation has received an application from Dramco Tool Co., Inc., 502 Claude Road for building expansion and additional employees. On February 21, 2019, the Executive Board of the GIEDC approved submission of the attached Economic Development Agreement to the Citizens Advisory Review Committee (CARC) for consideration and recommendation. The CARC met on March 7, 2019 and approved the request and Agreement for recommendation to the City Council for final action and approval.

Discussion

Dramco Tool Co., Inc. has submitted the required LB-840 application (see attached) for a forgivable loan in the amount of \$150,000.00. Proposed is the creation of 7 additional full-time equivalent (FTE) employees with an average hourly wage of \$17.00. Requested is \$60,000.00 for job creation; \$40,000.00 for job training; and \$50,000.00 for infrastructure support totaling \$150,000.00 to be paid over three years.

Dramco Tool Co., Inc. currently has 48 employees here in Grand Island. This company derives its principal source of income from the manufacture of articles of commerce.

Alternatives

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

1. Move to approve the Economic Development Agreement with Dramco Tool Co., Inc.
2. Do not approve the Economic Development Agreement with Dramco Tool Co., Inc.
3. Postpone the issue to future date.
4. Take no action on the issue.

Recommendation

City Administration recommends that the Council consider the resolution authorizing the City to enter into the Economic Development Agreement with Dramco Tool Co., Inc.

Sample Motion

Move to approve the resolution authorizing the City to enter into the Economic Development Agreement with Dramco Tool Co., Inc.

Grand Island Area Economic Development Corporation

LB-840 Application

The Grand Island Area Economic Development Corporation's mission is to facilitate the creation of jobs and economic opportunities for the regional trade area.

Part I. GENERAL INFORMATION

APPLICANT IDENTIFICATION

Company Name: Dramco Tool Co.

Mailing Address: 502 Claude Rd

City: Grand Island

State: NE

Zip Code: 68803

Phone: HERE

Applicant Website: www.dramcotool.com

Business Classification (select all that apply):

☐ New Business

☒ Expansion of Existing Business

☐ Spec Building

☐ Other

☐ Corporation

☐ Partnership

☐ Proprietor

☐ Other

Is this the business's first venture in Grand Island / Hall County? Yes ☐ No ☒

Is this the business's first venture in Nebraska? Yes ☐ No ☒

Does the business have a parent or subsidiaries? Yes ☐ No ☒

If yes, Name of Parent or Subsidiary Company: HERE

Mailing Address: HERE

City: HERE State: HERE Zip Code: HERE

MAIN CONTACT INFORMATION

Name: Bill Koch

Connection to Business: President

Mailing Address: 502 Claude Rd

City: Grand Island

State: NE

Zip Code: 68803

Email Address: billk@dramcotool.com

Phone Number: 3083825251

Company Name: Dramco Tool

Projected Completion Date: 2019

Part II. PROJECT INFORMATION

LOCATION

Address of proposed project: 502 Claude Road

The proposed project is located:

- ☒ Within Grand Island city limits
- ☐ Outside of city limits, but within a two (2) mile jurisdiction
- ☐ Outside the zoning jurisdiction of Grand Island

Do you currently own the land of proposed project: Yes ☒ No ☒

Do you currently own the building of the proposed project: Yes ☒ No ☒

JOB CREATION

Current number of full time employees at Grand Island location: 48

Number of new positions being created at Grand Island location: 7

On a separate document, identify the employment positions being added, number of employees per position and wage per position.

Supporting documentation submitted: Yes ☒ No ☐

Describe any benefit packages available to new employees: Health Insurance, Life Insurance, Supplemental & Dental Insurance, 401K Plan, Paid Vacation & Paid Holidays

PROJECT SUMMARY

On a separate document, provide a brief narrative describing the project for which LB-840 funds are being requested.

Narrative provided: Yes ☒ No ☐

Company Name: Dramco Tool

Projected Completion Date: 2019

PROJECT INVESTMENT

Land purchase price:	\$100,000
New facility construction expense:	\$0
Building purchase / renovation expense:	\$417,000
Other infrastructure improvements: (parking lot, curb & gutter, landscaping, etc.)	\$83,600
New machinery / equipment expense:	\$398,000
Other:	\$16,500

TOTAL INVESTMENT: \$1,015,100

SUPPORTING DOCUMENTATION

Please include the following documents as attachments to the LB-840 application. The documents below must be submitted with your application to be considered complete. These documents will only be viewed by the GIAEDC President, Executive Board, Citizen's Review Committee Chairperson, city Finance Director, and the City Administrator.

- ☒ Business plan outlining product supply chain
- ☒ Articles/certificate of formation/incorporation
- ☒ Bylaws/operating agreement/partnership agreement
- ☒ 3 year pro forma
- ☒ Profit/ loss summary
- ☒ Balance sheet
- ☒ Cash flow statement
- ☒ Projected sales
- ☒ Brief resume of management team to be placed in Grand Island
- ☒ Other impacts on the area's economy
- ☒ Grand Island Area Economic Development membership application

Company Name: Dramco Tool

Projected Completion Date: 2019

PART III. SIGNATURES

I hereby represent, this application and supporting information is accurate, and may be relied upon by representatives of the Grand Island Area Economic Development Corporations and the City of Grand Island.

I further represent that there is no legal action underway or being contemplated that would impact the capacity of this company to effectively proceed with this project.

Dated this 28 day of Jan., 2019.

By: Bill Kohl

Its: President

As the President of the Grand Island Area Economic Development Corporation, I hereby represent that I have received and reviewed this application and its supporting information requesting the City of Grand Island's LB-840 funds.

Dated this 1 day of Feb, 2019.

By: Dan Tye

Its: President

Company Name: Dramco Tool

Projected Completion Date: 2019

PART IV. APPROVAL OF AREA AGENCIES

Reviewed by the Grand Island Area Economic Development Elected Trustees

Date of review: February 21, 2019

Comments:

Approved ☒

Disapproved ☐

Signature of Chairman:

David Stodick

Reviewed by the Citizen's Review Committee

Date of Review: March 7, 2019

Comments:

Approved ☒

Disapproved ☐

Signature of Chairman:

Michael D. Schmitt Acting Chairman

Referred to the Grand Island City Council

Date of Review:

Comments:

Approved ☐

Disapproved ☐

Signature of Mayor:

Mayor Roger Steel

Company Name: Dramco Tool

Projected Completion Date: 2019

ECONOMIC DEVELOPMENT AGREEMENT

THIS ECONOMIC DEVELOPMENT AGREEMENT (this "Agreement") is made and entered into effective as of the 1st day of February, 2019 (the "Effective Date"), by and among the City of Grand Island, Nebraska ("City"), the Grand Island Economic Development Corporation ("GIAEDC") and Dramco Tool Co., Inc., a Nebraska corporation, doing business as Dramco Tool ("Company") (City, GIAEDC and Company, each a "Party" and collectively, the "Parties").

WITNESSETH:

WHEREAS, on February 1, 2019, Company filed an Application for Economic Development Incentives (the "Application") with City and GIAEDC;

WHEREAS, Company is expanding its operations in Grand Island;

WHEREAS, in connection with the Grand Island expansion Company agrees to continue to employ its current forty-eight (48) full-time equivalent employees in Grand Island for at least three years after the Effective Date and to add an additional seven (7) full-time equivalent employees in Grand Island;

WHEREAS, City and GIAEDC find Company derives its principal source of income from the manufacture of articles of commerce and is a qualifying business under City's Economic Development Program, that Company's project qualifies for economic development incentives under the Program, that Company's project will be of substantial economic benefit to the people of Grand Island and the surrounding area, and the economic development incentive plan set forth in this Agreement contributes to the fulfillment of the major objectives of City's Economic Development Plan;

WHEREAS, City and GIAEDC are willing to provide Company with up to \$40,000 in job training assistance, up to \$60,000 in job creation incentives and up to \$50,000 in infrastructure support at the times and upon the fulfillment of the conditions set forth in this Agreement provided that Company complies with the terms of this Agreement; and

WHEREAS, in furtherance of the foregoing recitals, the Parties desire to enter into this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained in this Agreement, the Parties agree as follows:

1. Definitions. As used in this Agreement, the following terms shall have the respective meanings ascribed to them in this Section 1:

(a) "Employment Certificate" shall mean a certification for the defined period containing the sworn statement of a duly authorized representative of Company specifically setting forth compliance with the terms of this Agreement. The Employment Certificate shall contain the following information and adhere to the following terms: (i) the total number of hours which FTE's worked and total gross compensation received by FTE's for hours worked at Company's facilities in Grand Island during the twelve (12) successive calendar months immediately preceeding the date of the Employment Certificate; and (ii) the hourly rate for all FTE's which shall meet or exceed the Minimum

Hourly Rate. Company agrees that upon receipt of written notice pursuant to the terms of this Agreement, Company shall allow the City Administrator or his designee to personally inspect Company's employment records as confirmation of the statements contained in the Employment Certificate.

(b) "Full-Time Equivalents" or "FTE's" shall mean persons currently employed by Company and persons hired by Company as part of the expansion of its operations to Grand Island as detailed in the recitals to this Agreement. The total number of FTE's shall be determined by dividing the total number of hours Company employees worked at its facilities located in Grand Island by two thousand eighty (2,080).

(c) "Minimum Hourly Rate" shall mean a minimum hourly rate of \$17.00 per hour for each FTE employed as part of Company's expansion of its operations in Grand Island. The hourly rate shall be determined by dividing the total wages and salaries paid to FTE's by two thousand eighty (2,080).

2. Employment Requirements. Company shall meet each of the following employment requirements:

(a) Company shall have a minimum of forty-eight (48) FTE's at its facilities in Grand Island being compensated at the Minimum Hourly Rate as of the Effective Date;

(b) Company shall have a minimum of fifty-one (51) FTE's at its facilities in Grand Island being compensated at the Minimum Hourly Rate as of the first (1st) anniversary of the Effective Date;

(c) Company shall have a minimum of fifty-three (53) FTE's at its facilities in Grand Island being compensated at the Minimum Hourly Rate as of the second (2nd) anniversary of the Effective Date; and

(d) Company shall have a minimum of fifty-five (55) FTE's at its facilities in Grand Island being compensated at the Minimum Hourly Rate as of the third (3rd) anniversary of the Effective Date.

3. Disbursement of LB 840 Funds for Job Training. Disbursement of the economic incentive funds for job training shall be paid to Company by City in accordance with the following schedule:

(a) A disbursement for training FTE's in the amount of Seventeen Thousand One Hundred Forty-two and forty-two and 87/100 Dollars (\$17,142.87) shall be paid by City to Company within sixty (60) days of the approval this Agreement by the City Council.

(b) A disbursement for training FTE's in the amount of Eleven Thousand Four Hundred Twenty-Eight and 55/100 Dollars (\$11,428.58) shall be paid by City to Company within thirty (30) days of the first (1st) anniversary of the Effective Date provided that Company has delivered an Employment Certificate to City and GIAEDC evidencing that Company has at least fifty-one (51) FTE's at its facilities in Grand Island being compensated at the Minimum Hourly Rate.

(c) A disbursement for training FTE's in the amount of Eleven Thousand Four Hundred Twenty-Eight and 55/100 Dollars (\$11,428.55) shall be paid by City to

Company within thirty (30) days of the second (2nd) anniversary of the Effective Date provided that Company has delivered an Employment Certificate to City and GIAEDC evidencing that Company has at least fifty-five (55) FTE's at its facilities in Grand Island being compensated at the Minimum Hourly Rate.

(d) The maximum amount City shall disburse to Company for job training shall be Forty Thousand and No/100 Dollars (\$40,000.00).

4. Disbursement of LB 840 Funds for Job Creation. Company shall be eligible for disbursements of up to Eight Thousand Five Hundred Seventy-One and 43/100 Dollars (\$8,571.43) per FTE for seven (7) FTE's for a total disbursement of Sixty Thousand and No/100 Dollars (\$60,000.00). Disbursement of the economic incentive funds for job creation shall be paid to Company by City in accordance with the following schedule:

(a) A disbursement of Twenty-Five Thousand Seven Hundred Fourteen and 28/100 Dollars (\$25,714.28) shall be paid by City to Company within thirty (30) days of the first (1st) anniversary of the Effective Date provided that Company has delivered an Employment Certificate to City and GIAEDC evidencing that Company has at least fifty-one (51) FTE's at its facilities in Grand Island being compensated at the Minimum Hourly Rate.

(b) A disbursement of Seventeen Thousand One Hundred Forty-Two and 86/100 Dollars (\$17,142.86) shall be paid by City to Company within thirty (30) days of the second (2nd) anniversary of the Effective Date provided that Company has delivered an Employment Certificate to City and GIAEDC evidencing that Company has at least fifty-three (53) FTE's at its facilities in Grand Island being compensated at the Minimum Hourly Rate.

(c) A disbursement of Seventeen Thousand One Hundred Forty-Two and 86/100 Dollars (\$17,142.86) incentives shall be paid by City to Company within thirty (30) days of the Third (3rd) anniversary of the Effective Date provided that Company has delivered an Employment Certificate to City and GIAEDC evidencing that Company has at least fifty-five (55) FTE's at its facilities in Grand Island being compensated at the Minimum Hourly Rate.

(d) The maximum amount City shall disburse to Company for job creation shall be Sixty Thousand and No/100 Dollars (\$60,000.00).

5. Disbursement of LB 840 Funds for Infrastructure. Disbursement of the economic incentive funds for infrastructure shall be paid to Company by City in accordance with the following schedule:

(a) A disbursement for infrastructure in the amount of Fifty Thousand and No/100 Dollars (\$50,000.00) shall be paid by City to Company within thirty (30) days of the completion of the additional building structure being constructed to expand operations;

(b) The maximum amount City shall disburse to Company for infrastructure shall be Fifty Thousand and No/100 Dollars (\$50,000.00); and

(c) Company agrees to provide City and GIAEDC evidence of expenditures for infrastructure on or before thirty (30) days after the construction completion date.

6. Total Disbursements. The maximum total amount City shall disburse to Company pursuant to this Agreement shall be One Hundred Fifty Thousand and No/100 Dollars (\$150,000.00).

7. Company's Representations and Warranties. Company represents and warrants to City and GIAEDC as follows:

(a) Organization, Standing and Power. Company is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Nebraska and has the legal power to carry on its business as it is now being conducted.

(b) Authority. The execution, delivery and performance of this Agreement by Company has been duly and validly authorized and approved by all necessary legal action on the part of Company.

(c) Binding Agreement. This Agreement, when executed and delivered, will constitute the legal, valid and legally binding agreement of Company, enforceable against Company in accordance with its terms.

(d) No Conflict with Other Instruments or Agreements. The execution, delivery and performance of this Agreement by Company will not result in a breach or violation of, or constitute a default under any agreement to which Company is bound, and will not be in violation of any statute, judgment, order, rule or regulation of any court, or any federal, state or other regulatory authority or governmental body having jurisdiction over Company in effect as of the Effective Date.

(e) No Brokers. Company has not retained or agreed to compensate any broker or finder in connection with the transactions contemplated by this Agreement.

(f) Operations. During the term of this Agreement, Company shall maintain operations in Grand Island, Nebraska.

In the event that Company breaches any of the foregoing representations and warranties, all amounts distributed by City to Company pursuant to this Agreement shall immediately become due and owing by Company to City and if unpaid shall accrue interest at the rate of eight percent (8%) per annum until such amounts are repaid in full.

8. Company's Obligation to Repay Funds. The Parties acknowledge and agree that the funds to be provided by City to Company pursuant to this Agreement are being provided in the form of an economic development loan and are subject to repayment in accordance with the terms and conditions of this Agreement if Company fails to perform its obligations under this Agreement. The Parties further acknowledge and agree that City shall forgive the entire economic development loan disbursed to Company representing a total of One Hundred Fifty Thousand and No/100 Dollars (\$150,000.00) upon Company meeting the following conditions:

(a) Company shall have complied with the terms and provisions of Sections 2 through 7 of this Agreement in all respects; and

(b) If Company remains in compliance with the terms and provisions of Sections 2 through 7 of this Agreement in all respects, the economic development loan will be forgiven pursuant to the following schedule:

(i) On the first anniversary of the Effective Date, one-third (1/3) or Fifty Thousand and No/100 Dollars (\$50,000.00) of the economic development loan shall be forgiven;

(ii) On the second anniversary of the Effective Date, one-third (1/3) or Fifty Thousand and No/100 Dollars (\$50,000.00) of the economic development loan shall be forgiven; and

(iii) On the third anniversary of the Effective Date, one-third (1/3) or Fifty Thousand and No/100 Dollars (\$50,000.00) of the economic development loan shall be forgiven.

9. Default. In the event that Company fails to comply with any of the terms of this Agreement, City may declare Company to be in breach. Any such declaration shall be in writing and sent by US Mail or courier to Company at its last known address. In the event that City declares Company to be in breach, City may immediately terminate this Agreement by providing written notice of termination sent by US Mail or courier to Company at its last known address whereupon all amounts distributed by City to Company pursuant to this Agreement shall immediately become due and owing by Company to City and if unpaid shall accrue interest at the rate of eight percent (8%) per annum until such amounts are repaid in full.

10. Actions after Effective Date. From time to time after the Effective Date, without further consideration, each of the Parties will execute and deliver such documents and instruments as any other Party shall reasonably request to give full effect to the transactions contemplated by this Agreement.

11. Term. This Agreement (and all representations, covenants, agreements, obligations and warranties of Company, City and CIAEDC contained in this Agreement), shall remain in full force and effect until the earlier of the date that (a) the entire economic development loan has been forgiven pursuant to Section 8, or (b) Company has repaid all amounts provided to Company pursuant to this Agreement (in the event Company breaches its obligations under this Agreement) (such date, the "Termination Date"). From and after the Termination Date, this Agreement shall be of no further force or effect and no Party shall have any further obligations pursuant to this Agreement.

12. Amendment. No amendment or modification of this Agreement shall be binding on any Party unless the same shall be in writing and signed by all Parties.

13. Communication. Company agrees to inform City and GIAEDC of any changes in Company's address, telephone number, email address or leadership within three (3) business days of such changes. Company also agrees to fully respond within fifteen (15) calendar days to any request for information from City and/or GIAEDC related to Company's compliance with the terms of this Agreement. All responses to inquiries shall be in writing and provided to City and GIAEDC at the following addresses:

Grand Island City Administrator
100 East First Street
P.O. Box 1968
Grand Island, NE 68802-1968
Cityadministrator@grand-island.com

Grand Island Area Economic Development Corporation
123 North Locust Street, Suite 201B
P.O. Box 1151
Grand Island, NE 68802
mberlie@grandisland.org

14. Indemnification. Company agrees to indemnify, defend and hold City, GIADEC and their employees, officers, directors, agents, attorneys, affiliates and their respective successors and assigns (collectively, the "Indemnified Parties") harmless from and against any and all loss, liability, obligation, damage, penalty, judgment, claim, deficiency and expense (including interest, penalties, attorneys' fees and amounts paid in settlement) to which the Indemnified Parties may become subject arising out of or based upon a breach or default by Company of this Agreement.

15. Expenses. The Parties shall all pay their respective expenses incident to the preparation, execution and consummation of this Agreement.

16. Binding Effect. This Agreement shall be binding upon, and shall inure to the benefit of, the Parties and their respective successors and assigns (including, without limitation, any purchaser of, or successor to, Company whether by purchase, merger, consolidation, reorganization, liquidation or any other type of transaction).

17. Severability. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

18. Non-Waiver. Waiver of or acquiescence by City and/or GIAEDC in any default by Company, or any failure of City and/or GIAEDC to insist upon strict performance by Company of any warranties, agreements or other obligations contained in this Agreement shall not constitute a waiver of any subsequent or other default, failure or waiver of strict performance, whether similar or dissimilar.

19. Relationship of Parties. The Parties have entered into this Agreement solely for the purposes set forth in this Agreement. Nothing contained in this Agreement shall be construed to create or imply any (a) partnership or joint venture by or among of the Parties, or (b) any principal and agency relationship by or among the Parties.

20. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state of Nebraska, without giving effect to its conflict of laws principles.

21. Entire Agreement. This Agreement and the documents referred to in this Agreement constitute the entire agreement of the Parties respecting the subject matter contained in this Agreement and supersede any prior offers, understandings, agreements or representations by and between the Parties, written or oral, which may have related to the subject matter of this Agreement in any way.

22. Counterparts. This Agreement may be executed simultaneously in counterparts, each of which shall be deemed an original, but which together shall constitute the same instrument.

4831-6451-8792.2

IN WITNESS WHEREOF, the parties have signed this Agreement as of the date first above written.

Dramco Tool Co., Inc., a Nebraska corporation

By: _____
Its: _____

City of Grand Island, Nebraska

By: _____
Its: _____

Grand Island Area Economic Development
Corporation

By: _____
Its: _____

RESOLUTION 2019-301

WHEREAS, on November 6, 2012, the City of Grand Island adopted an Economic Development Program and a Citizens Advisory Review Committee to oversee the process of approving applications for economic development incentives; and

WHEREAS, Dramco Tool Co., Inc. has applied for a forgivable loan for job creation, job training, and infrastructure support in the amount of \$150,000.00 from the Grand Island Area Economic Development Corporation in accordance with the Economic Development Program; and

WHEREAS, such application has been approved by the executive committee of the Economic Development Corporation on February 21, 2019 and was approved on March 7, 2019 by the Citizens Advisory Review Committee; and

WHEREAS, Dramco Tool Co., Inc. will be required to meet or exceed employment numbers and employee salary levels as outlined in the Economic Development Agreement to retain all of the economic incentives granted under the agreement; and

WHEREAS, it is in the best interests of the City to provide economic development funding to Dramco Tool Co., Inc. as provided by the Grand Island Economic Development Program.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Economic Development Agreement by and between the City of Grand Island, the Grand Island Area Economic Development Corporation and Dramco Tool Co., Inc., to provide \$150,000.00 in economic assistance to Dramco Tool Co., Inc. to be used for expanding its business in Grand Island, is hereby approved.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 24, 2019.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
September 20, 2019	☐ City Attorney



City of Grand Island

Tuesday, September 24, 2019

Council Session

Item J-1

Approving Payment of Claims for the Period of September 11, 2019 through September 24, 2019

The Claims for the period of September 11, 2019 through September 24, 2019 for a total amount of \$6,882,198.61. A MOTION is in order.

Staff Contact: Patrick Brown