
City of Grand Island



Tuesday, August 12, 2014
Council Session Packet

City Council:

Linna Dee Donaldson
John Gericke
Peg Gilbert
Chuck Haase
Julie Hehnke
Kent Mann
Vaughn Minton
Mitchell Nickerson
Mike Paulick
Mark Stelk

Mayor:

Jay Vavricek

City Administrator:

Mary Lou Brown

City Clerk:

RaNae Edwards

7:00 PM
Council Chambers - City Hall
100 East 1st Street

Call to Order

This is an open meeting of the Grand Island City Council. The City of Grand Island abides by the Open Meetings Act in conducting business. A copy of the Open Meetings Act is displayed in the back of this room as required by state law.

The City Council may vote to go into Closed Session on any agenda item as allowed by state law.

Invocation - Pastor Mark Oberbeck, Northridge Assembly of God, 3025 Independence Avenue

Pledge of Allegiance

Roll Call

A - SUBMITTAL OF REQUESTS FOR FUTURE ITEMS

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

B - RESERVE TIME TO SPEAK ON AGENDA ITEMS

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



City of Grand Island

Tuesday, August 12, 2014

Council Session

Item E-1

Public Hearing on Request from Full Circle Venue LLC dba Full Circle Venue, 3333 Ramada Road for an Addition to Class “C-88739” Liquor License

Staff Contact: RaNae Edwards

Council Agenda Memo

From: RaNae Edwards, City Clerk

Meeting: August 12, 2014

Subject: Public Hearing on Request from Full Circle Venue LLC
dba Full Circle Venue, 3333 Ramada Road for an
Addition to Class “C-88739” Liquor License

Item #’s: E-1 & I-1

Presenter(s): RaNae Edwards, City Clerk

Background

Full Circle Venue, LLC dba Full Circle Venue, 3333 Ramada Road has submitted an application for an addition to their Class “C-88739” Liquor License. Their current license includes the convention facilities, approximately 76’ x 105’ along with a storage area and atrium. This request includes the addition of the lounge located on the northwest end of Boarders Inns & Suites, approximately 201’ x 136’. This application excludes Denny’s, the pool, courtyard, guest rooms and hallways.

Discussion

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, and Health Departments.

Plans for renovation are being pursued at this time in order to meet City Code building regulations and safety requirements. Staff is recommending approval contingent upon the following:

1. Phase I of the building improvement safety plan must be completed.
2. Panic hardware be placed on an exit door from the lounge into Denny’s.

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 the application contingent upon completing Phase I of the building improvement safety plan and panic hardware be placed on an exit door from the lounge into Denny's.

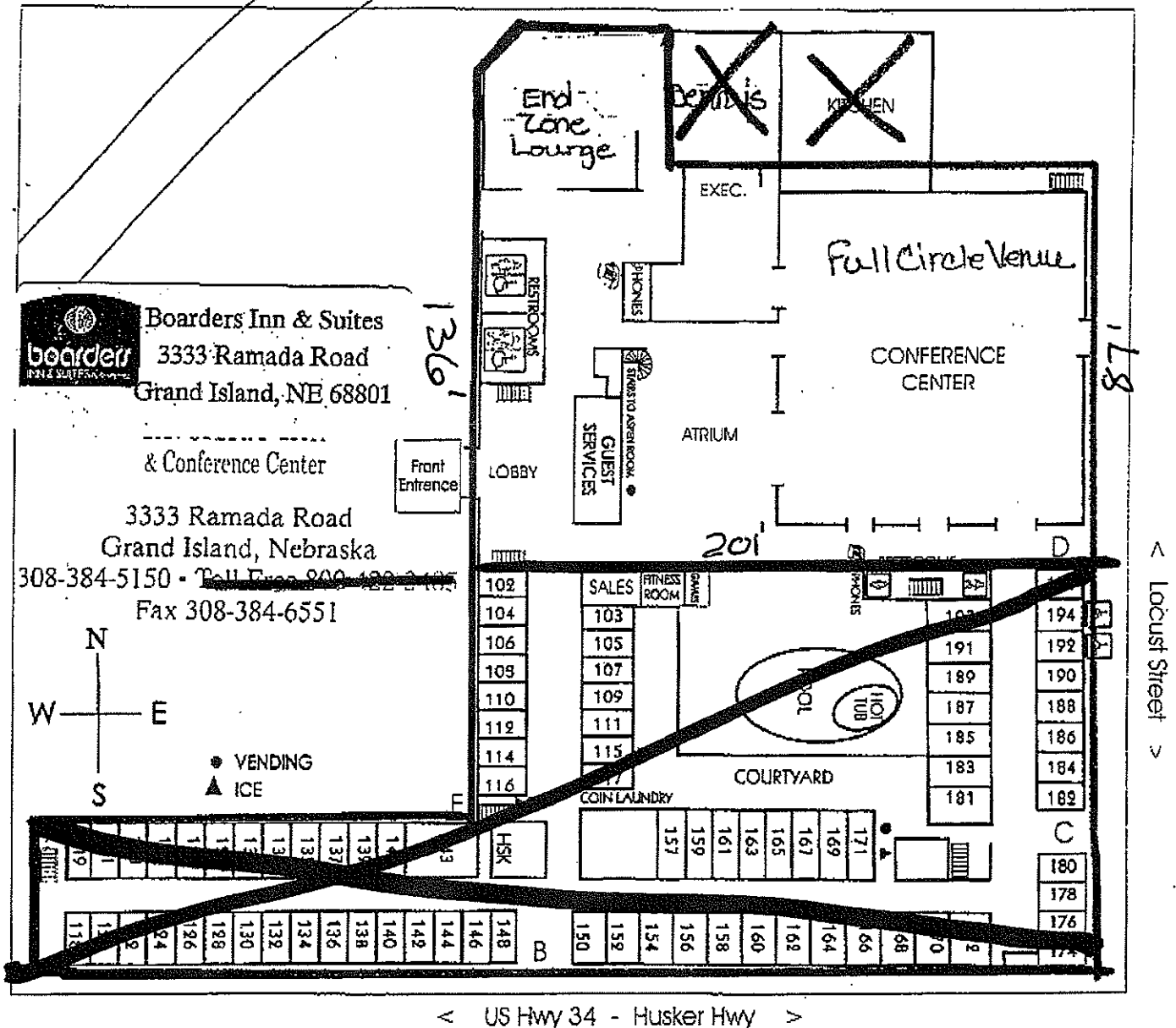
Sample Motion

Move to approve the application for an addition to Full Circle Venue, LLC dba Full Circle Venue, 3333 Ramada Road Liquor License "C-88739" contingent upon completing Phase I of the building improvement safety plan and panic hardware be placed on an exit door from the lounge into Denny's.

Hotel Map Main Floor RECEIVED

JUL 01 2014

NEBRASKA LIQUOR
CONTROL COMMISSION



07/23/14
10:03

Grand Island Police Department
LAW INCIDENT TABLE

450
Page: 1

City : Grand Island
Occurred after : **:**:** **/**/****
Occurred before : **:**:** **/**/****
When reported : 08:00:00 07/14/2014
Date disposition declared : 07/22/2014
Incident number : L14072328
Primary incident number :
Incident nature : Liquor Lic Inv Liquor Lic Inv
Incident address : 3333 Ramada Rd
State abbreviation : NE
ZIP Code : 68801
Contact or caller :
Complainant name number :
Area location code : PCID Police - CID
Received by : Vitera D
How received :
Agency code : GIPD GIPD Grand Island Police Dept
Responsible officer : Vitera D
Offense as Taken :
Offense as Observed : AOFF AOFF Alcohol Offense
Disposition : ACT Active
Misc. number : RaNae
Geobase address ID : 14250
Long-term call ID :
Clearance Code : CL CL Case Closed
Judicial Status : NCI Non-criminal Incident

INVOLVEMENTS:

Px	Record #	Date	Description	Relationship
LW	L14020259	07/21/14	Liquor Lic Inv	Related
NM	56540	07/21/14	Williams, Misti A	Full Circle
Owner				
NM	64076	07/21/14	Williams, Casey J	Full Circle
Manager				
NM	156454	07/21/14	Full Circle Venue,	Business
Involved				
NM	193782	07/21/14	Boarders Inn & Suites,	Building

LAW INCIDENT CIRCUMSTANCES:

Se	Circu	Circumstance code	Miscellaneous
1	LT03	LT03 Bar/Night Club	

IMAGE CODES FOR INCIDENT:

Seq	Imag	Image code for a users description field
1	DOC	DOCUMENT mobile forms

INCIDENT M.O. DETAIL:

Seq	M.O. Factor	M.O. Factor	M.O. Method
1			

LAW INCIDENT NARRATIVE:

Liquor License investigation Full Circle Venue is Applying to Expand its Liquor License at the Boarders' Inn & Suites to Include the Entire Building with the Exception of Denny's.

~~~~~ (lwmain15090307212014)~~

LAW INCIDENT OFFENSES DETAIL:

| Se | Offe | Offense code         | Arson Dama |
|----|------|----------------------|------------|
| 1  | AOFF | AOFF Alcohol Offense | 0.00       |

LAW INCIDENT RESPONDERS DETAIL:

| Se | Responding offi | Unit n | Unit number |
|----|-----------------|--------|-------------|
| 1  | Vitera D        | 318    | Vitera D    |

LAW SUPPLEMENTAL NARRATIVE:

| Seq | Name     | Date                |
|-----|----------|---------------------|
| 1   | Vitera D | 15:23:17 07/21/2014 |

318

Grand Island Police Department  
Supplemental Report

Date, Time: Mon Jul 21 15:23:34 CDT 2014  
Reporting Officer: Vitera  
Unit- CID

On 7/14/14, I received a copy of an application from Full Circle Venue to expand its liquor license at Boarders' Inn & Suites (previously Howard Johnson's) to include the entire building with the exception of the Denny's Restaurant. Full Circle Venue is owned and operated by Casey and Misti Williams. In February of this year, they applied to move their business from Diers Avenue to the current location on Ramada Road. The motel had some issues with fire sprinklers and areas of egress. Those issues fall within the building department and the fire department.

Full Circle Venue now wants to take over the End Zone Lounge under its existing liquor license. On 7/21/14, I spoke to Misti Williams who showed me around the motel. Misti said she will rename the End Zone Lounge and call it the Infinity Lounge. Besides the beer and hard liquor currently

offered, she wants to add more wine and martinis. Misti said that Boarders' Inn & Suites wants her to have the lounge open from 1630 until 2330 everyday. However, she said she'll keep it open until 0100 if there is at least one customer in there after 2330. Misti wants to cater to the people staying at the motel, but she also wants "outside" business. She would like to have pool and dart leagues to draw people from the community. Misti said she will have a better idea about staffing needs once the lounge is up and running.

Since Full Circle Venue already has a liquor license, and it just had a location change approved five months ago, there really isn't too much of a need to do background checks on the Williams'. I did a quick check in Spillman and NCJIS and didn't find anything new since I last checked in February. When I checked them in February, the only significant change from their original liquor license application in May of 2010 is that Misti was convicted of selling to a minor in December of 2011.

Amid concerns of the applicant not being able to adhere to the Liquor Control Act over such a large licensed area, I called the NLCC on 7/22/14 and spoke to Randy Seybert in Licensing. Randy told me that it is not uncommon for motels to license the entire premise. I also received a call on 7/22/14 from Casey Williams. Casey acknowledged the concerns of policing such a large area and proposed that the expansion only include the bar and the area between the bar and the conference rooms where Full Circle Venue is already licensed. His proposal would eliminate the pool, courtyard and the south half of the motel which includes all the rooms.

All in all, Casey and Misti Williams already have a liquor license, and the Grand Island Police Department has had very few problems with events associated with Full Circle Venue. If the other agencies involved in this investigation approve of the expansion, the Grand Island Police Department also gives its approval. Otherwise, the Grand Island Police Department defers to the concerns and recommendations of the other agencies.



# **City of Grand Island**

**Tuesday, August 12, 2014**

**Council Session**

## **Item E-2**

**Public Hearing on Request from Luisa M. Lovato dba Ritmos  
Nightclub, 611 East 4th Street for a Class “I” Liquor License**

**Staff Contact: RaNae Edwards**



# **Council Agenda Memo**

**From:** RaNae Edwards, City Clerk

**Meeting:** August 12, 2014

**Subject:** Public Hearing on Request from Luisa M. Lovato dba Ritmos Nightclub, 611 East 4<sup>th</sup> Street for a Class “I” Liquor License

**Item #’s:** E-2 & I-2

**Presenter(s):** RaNae Edwards, City Clerk

## **Background**

Luisa M. Lovato dba Ritmos Nightclub, 611 East 4<sup>th</sup> Street has submitted an application for a Class “I” Liquor License. A Class “I” Liquor License allows for the sale of alcohol only inside the corporate limits of the city.

## **Discussion**

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, and Health Departments.

Inspections have been made by the Building and Fire Departments, but there is no adequate water service at this time as required in Grand Island City Code Section 4-7H “Applications for Liquor Licenses” which reads as follows:

(H) No license for the retail sale of alcoholic liquor for consumption on the premises shall be recommended for approval until the Building Department, Fire Department and Police Department have completed inspections and have certified that the premises meets all Building and Life Safety Codes. If a license is recommended for approval pending final inspections, the City Clerk shall not issue the license until such time as all inspections have been complete for full compliance.

The Police Department report (see attached) has some issues with this application also but will remain neutral in their recommendation.

## **Alternatives**

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

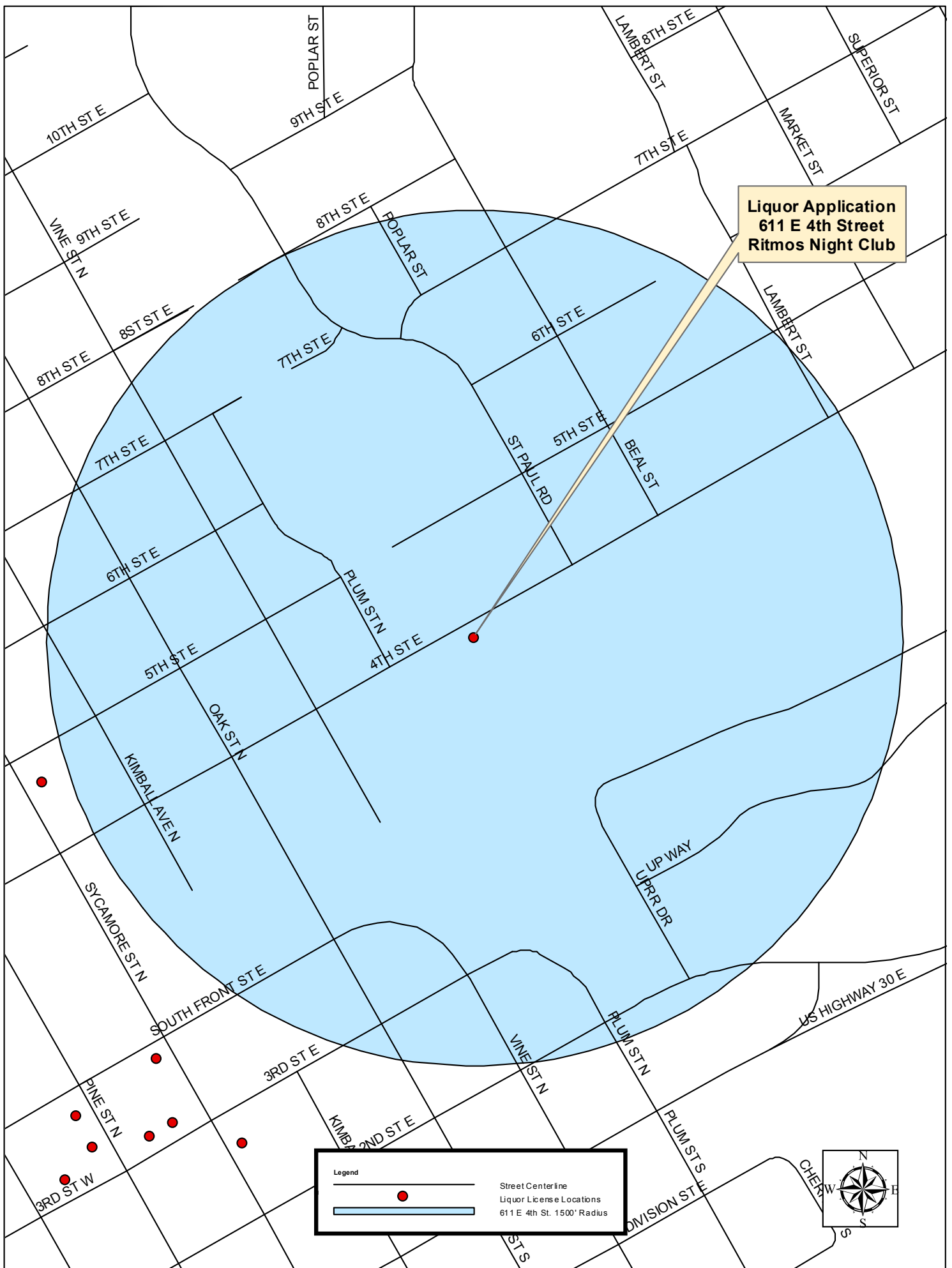
1. Approve the application.
2. Forward to the Nebraska Liquor Control Commission with no recommendation.
3. Forward to the Nebraska Liquor Control Commission with recommendations.
4. Deny the application.

## **Recommendation**

Based on the Nebraska Liquor Control Commission's criteria for the approval of Liquor Licenses, City Administration recommends that the Council **deny** the application based on the Grand Island City Code Section 4-7H.

## **Sample Motion**

Move to **deny** the application for Luisa M. Lovato dba Ritmos Nightclub, 611 East 4<sup>th</sup> Street for a Class "I" Liquor License application based on the Grand Island City Code Section 4-7H.



08/07/14  
15:19

Grand Island Police Department  
LAW INCIDENT TABLE

450  
Page: 1

City : Grand Island  
Occurred after : \*\*:\*\*:\*\* \*\*/\*\*/\*\*\*\*  
Occurred before : \*\*:\*\*:\*\* \*\*/\*\*/\*\*\*\*  
When reported : 08:00:00 07/24/2014  
Date disposition declared : 07/25/2014  
Incident number : L14072631  
Primary incident number :  
Incident nature : Liquor Lic Inv Liquor Lic Inv  
Incident address : 611 4th St E  
State abbreviation : NE  
ZIP Code : 68801  
Contact or caller :  
Complainant name number :  
Area location code : PCID Police - CID  
Received by : Vitera D  
How received :  
Agency code : GIPD GIPD Grand Island Police Dept  
Responsible officer : Vitera D  
Offense as Taken :  
Offense as Observed :  
Disposition : ACT Active  
Misc. number :  
Geobase address ID : 10513  
Long-term call ID :  
Clearance Code : O O Open Case  
Judicial Status : NCI Non-criminal Incident  
=====

INVOLVEMENTS:

| Px | Record #  | Date     | Description              | Relationship |
|----|-----------|----------|--------------------------|--------------|
| LW | L14040070 | 08/07/14 | Liquor Lic Inv           | Related      |
| NM | 160547    | 08/07/14 | Rojas, Erich J           | Contacted    |
| NM | 35963     | 07/24/14 | Lovato, Luisa Maria      | Applicant    |
| NM | 72588     | 07/24/14 | Rodriguez, Delmi Aracely | Involved     |

LAW INCIDENT CIRCUMSTANCES:

| Se | Circu | Circumstance code   | Miscellaneous |
|----|-------|---------------------|---------------|
| 1  | LT03  | LT03 Bar/Night Club |               |

LAW INCIDENT NARRATIVE:

Liquor License Investigation

I Received a Copy of a Liquor License Application from Luisa Lovato who wants to Open a Nightclub called Ritmos.  
~~~~~ (lwmain10064007242014)~~

LAW INCIDENT OFFENSES DETAIL:

| Se | Offe | Offense code | Arson Dama |
|----|------|----------------------|------------|
| 1 | AOFF | AOFF Alcohol Offense | 0.00 |

LAW INCIDENT RESPONDERS DETAIL:

| Se | Responding offi | Unit n | Unit number |
|----|-----------------|--------|-------------|
| 1 | Vitera D | 318 | Vitera D |

LAW SUPPLEMENTAL NARRATIVE:

| Seq | Name | Date |
|-----|----------|---------------------|
| 1 | Vitera D | 13:44:43 07/30/2014 |

318

Grand Island Police Department
Supplemental Report

Date, Time: Wed Jul 30 13:44:55 CDT 2014
Reporting Officer: Vitera
Unit- CID

I received a copy of an Individual liquor license application from Luisa Lovato for a nightclub called "Ritmos." Ritmos will be located at 611 E. 4th which is where La Zona Rosa used to be located. Delmi Rodriguez owns the building and was part of the liquor license for La Zona Rosa until it wasn't renewed. Delmi is not a legal citizen of the United States and can't get a liquor license on her own. I contacted ICE and was told that Delmi has exhausted all of her deportation appeals with the exception of appealing to the Eight Circuit. I was told that it is highly unlikely they will hear her case. In April of this year, Elsa Ortega applied for a liquor license at Delmi's building. Elsa's application looked like it was filled out by Delmi ("straw" application).

While going over Luisa's application, I noticed that Luisa used the same attorney that Elsa used. According to Elsa, Delmi was present when the application was filled out, and Delmi paid the attorney. I also saw that Luisa didn't disclose any convictions and isn't borrowing any money to establish and/or operate the business.

Like Elsa, Luisa has no criminal history and is a U.S. Citizen. I checked Luisa through Spillman and NCJIS and found nothing but a driver's license entry. ICE also verified that Luisa is a Naturalized citizen. I ran Luisa through a paid law enforcement-only database and didn't find anything detrimental to her application. I also did a general Internet search and found a few Luisa Lovato's, but none of them were the Luisa from this application.

On 7/29/14, NSP Investigator Fiala and I met with Luisa at her home. Among other things, we spoke to Luisa about her relationship with Delmi Rodriguez and about how she found out about the opportunity to lease Delmi's building. Luisa said she has worked at JBS for seventeen years and has known of Delmi through work for many years. Luisa said she has no personal relationship with Delmi, and they are not friends. Luisa said that Delmi had an advertisement on a bulletin board at JBS indicating that her building could be leased. Luisa advised that Delmi originally wanted \$1,700 per month, but they eventually agreed upon \$1,500 per month.

According to Luisa's business plan, she plans on having Ritmos open from 1:00 PM until 1:00 AM on Friday, Saturday, and Sunday. She will have either live music or a "DJ." Luisa will continue to work at JBS. Her current hours are about 1:30 PM until 10:00 PM Monday through Friday. She plans on being at Ritmos when it is open, and she is not working at JBS. Luisa said she thinks she'll have five employees including herself. She also will hire security. She was thinking that she'll only need two security guards. Investigator Fiala and I suggested four or five. As of the time of the interview, she had not attempted to contact anyone yet.

I asked Luisa who the attorney is who filled out her application. She couldn't think of his name but said his office is by the White Horse. She said she used to use Jim Wagoner, but he was really busy; so she used someone else in the same office. Luisa advised that no one else was present while the application was being filled out, and the attorney went over it with her line-by-line.

I asked Luisa if she has or is planning on borrowing any money from any source to establish and/or operate the business. Luisa said that she has some money in savings that she thinks will cover her startup costs. Investigator Fiala and I told Luisa that there is a lot of civil, criminal, and administrative (through NLCC) liability involved with owning an establishment with a liquor license. Luisa knew nothing about the Liquor Control Act and had no idea that she would have to be familiar with the rules and regulations within the Act. Even though Luisa said she would rather run a restaurant and knew nothing of the Liquor Control Act, she seemed undeterred about her plans to open a nightclub.

With the similarities between this application and Elsa Ortega's application back in April of this year, this sure seems like a "straw" application where Luisa is applying for a license because Delmi can't get one. The Grand Island Police Department does not favor a nightclub located at a building owned by an illegal alien who will soon be deported. A situation where the owner will profit from the business in her building but have no oversight, can restrict the available options of the police department to address problems with the liquor license holder if the applicant is unable or unwilling to correct them. The availability and oversight issues with the owner could be mitigated if Delmi has appointed someone and given him or her legal authority to handle issues with her property in her absence.

I contacted Delmi on 8/6/14. Delmi said that she recently got married, and her husband will take care of the building for her. I met her husband

who identified himself as Erich Rojas. Erich and Delmi said they have been married for about four months. I asked to see their marriage license. Erich showed me a copy from Hall County which showed they were married on 6/21/14. I found it a little odd that they had only been married for about six weeks but thought it was four months. I also asked why Erich wouldn't follow his new bride to El Salvador when she gets deported.

Erich said he doesn't think Delmi will be deported. If she is, he said he'll bring her back because he is in the Country legally from Cuba. I didn't argue with them about Delmi's immigration status or whether she'll be deported, I just wanted to know who would be responsible for the building in her absence. If Erich would happen to go to El Salvador with Delmi, Delmi said she has other family members who can be responsible for the building. I asked Delmi how she got in touch with Luisa to lease the building. Delmi confirmed what Luisa told me about responding to an advertisement on a bulletin board at JBS.

All in all, this application has some similarities to the application filled out by Elsa Ortega in April of this year which appeared to be a "straw" application. Luisa Lovato didn't know anything about the Nebraska Liquor Control Act and the fact that she will have to be familiar with the rules and regulations contained within it, and the building is owned by an illegal alien who has been ordered deported. Under these circumstances, the Grand Island Police Department will remain neutral in its recommendation to the Council.



City of Grand Island

Tuesday, August 12, 2014

Council Session

Item E-3

**Public Hearing on Request from Gloria and John Trejo for a
Conditional Use Permit for Off Street Parking for the Grand
Island Public Schools located at 622 N. Jefferson Street**

Staff Contact: Craig Lewis

Council Agenda Memo

From: Craig A. Lewis, Building Department Director

Meeting: August 12, 2014

Subject: Request of John & Gloria Trejo and the Grand Island Public Schools for Approval of a Conditional Use Permit to Construction a Parking Lot at 622 N. Jefferson Street

Item #'s: E-3 & H-1

Presenter(s): Craig Lewis, Building Department Director

Background

This request is for approval of a conditional use permit to allow for the construction of a parking lot at the above referenced address. The property is currently zoned R-4 High Density Residential and as such a parking lot is a listed conditional use. Conditional uses as listed in the zoning code must be approved by the City Council after a finding that the proposed use promotes the health, safety, and general welfare of the community, protects property against blight and depreciation, and is generally harmonious with the surrounding neighborhood.

Discussion

This proposal is to construct a parking lot on a residential zoned property south of Jefferson school. The property is located south of the school and southwest of the intersection of 7th Street and Jefferson Street. A dwelling and garage currently exist on the site, and it appears they would be removed to facilitate the construction and provide parking for the elementary school. Because the property is zoned R-4 the landscaping regulations provided in the City Code would be required. As a plan of the proposed construction has not been provided with this application I would suggest that the following items will need to be included as part of the construction permit; permanent type, dust free surface in conformance with section 36-96, and landscaping as provided in section 36-102, the landscape provisions in the City Code would require a ten foot landscape buffer adjacent to the streets, and plantings of one canopy tree, one understory tree, and three shrubs.

A 4' tall chain link fence is proposed along the west and south property lines to buffer the adjacent residential property and no lighting is proposed at this time.

Alternatives

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

1. Approve the request for a conditional Use Permit finding that the proposed use is a listed conditional use in the zoning code and that it will not be detrimental to public health, safety, and the general welfare of the community.
2. Disapprove or /Deny the request finding that the proposal does not conform to the purpose of the zoning regulations.
3. Modify the request to meet the wishes of the Council.
4. Refer the matter to a special committee for a determination of a finding of fact.
5. Table the issue

Recommendation

City Staff recommends that the Council approve the conditional use permit with the condition that all applicable city code sections including landscaping are provided in compliance with the City Code and finding that the request does promote the health, safety, and general welfare of the community, protects property against blight and depreciation, and is generally harmonious with the surrounding neighborhood.

Sample Motion

Move to approve the requested conditional use permit as specified in the staff recommendation published in the Council packet and presented at the City Council meeting and finding that the application will conform with the purpose of the zoning regulations.

Conditional Use Permit Application

pc: Building, Legal, Utilities
Planning, Public Works

1. The specific use/construction requested is: Off street parking for Grand Island Public Schools.
2. The owner(s) of the described property is/are: Gloria J. & John L. Trejo
3. The legal description of the property is: See Appendix 1 attached
4. The address of the property is: 622 N. Jefferson St.
5. The zoning classification of the property is: High Density Residential Zone
6. Existing improvements on the property is: House & Garage
7. The duration of the proposed use is: Perpetual
8. Plans for construction of permanent facility is: Off street parking
9. The character of the immediate neighborhood is: Residential
10. There is hereby **attached** a list of the names and addresses of all property owners within 200' of the property upon which the Conditional Use Permit is requested.
11. Explanation of request: Grand Island Public Schools would like to purchase the property to be used for off street parking.

I/We do hereby certify that the above statements are true and correct and this application is signed as an acknowledgement of that fact.

7-11-14
Date

Gloria J. Trejo - John L. Trejo
Owners(s)

1-402-960-1887
Phone Number

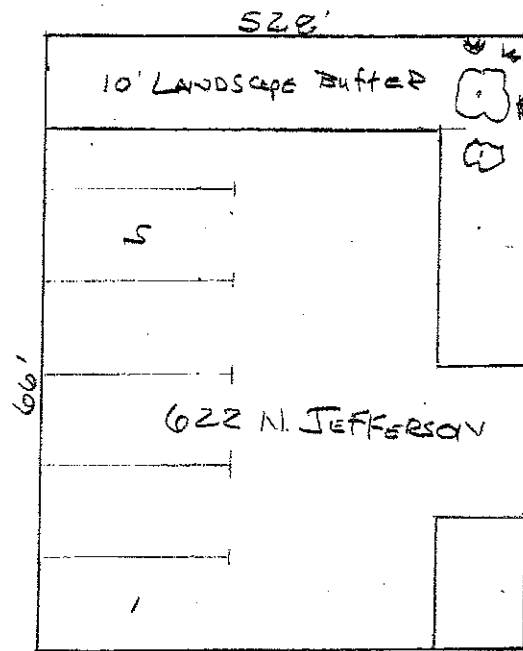
622 N. Jefferson St.
Address

1-308-383-4692

Grand Island No. 68801
City State Zip

Please Note: Delays May Occur if Application is Incomplete or Inaccurate.

7TH STREET
80' ROW



JEFFERSON ST.
80' ROW

10' LANDSCAPE YARD

- 1-CANOPY
- 1-UNDERSTORY
- 3-SHRUBS

PRELIMINARY
DRAFT

North
1/20





City of Grand Island

Tuesday, August 12, 2014

Council Session

Item E-4

Public Hearing on Request from Central Nebraska Transload, LLC for a Conditional Use Permit for Ethanol Transload (Semi-Truck to Rail Car) and Store in Rail Car on Site located at 1213/1215 – 1221 East Highway 30

Staff Contact: Craig Lewis

Council Agenda Memo

From: Craig A. Lewis, Building Department Director

Meeting: August 12, 2014

Subject: Amendment to Conditional Use Permit for Temporary Use as Chemical Warehouse and Distribution Facility at 1213-1215 & 1221 East Highway #30

Item #'s: E-4 & H-2

Presenter(s): Craig Lewis, Building Department Director

Background

This is a request of Central Nebraska Transload 1, LLC to allow for the approval of an amendment to the three year temporary use for a chemical warehouse and distribution facility. The requested amendment would allow for the additional loading of ethanol rail cars from semi-trailers. The property is currently zoned M-2 Heavy Manufacturing. The zoning classification requires chemicals, industrial, nonhazardous, wholesale uses and bulk petroleum stations and terminals to come before the City Council and receive approval in the form of a conditional use permit. The City Code does provide for City Council approval of temporary uses, not to exceed two years in undeveloped areas and six months in developed areas. The existing request was approved by the City Council on March 11, 2014 for a three year period for the loading and warehousing of truck and rail tankers for chemical distribution. This request will add the ability to provide for the transfer of ethanol from semi-trucks onto rail tankers with an anticipated volume of 44 trucks and 11 rail cars daily.

Discussion

City Code does identify temporary uses as an authorized conditional use and also list as a conditional use chemical wholesale and bulk petroleum stations and terminal facilities. This request is to add ethanol transfer from truck to rail tank on site. Forty four semi-trucks and eleven rail cars are proposed daily at the site. The Fire department has reviewed this proposal and would recommend approval with the conditions that the operations and storage comply with the requirements of Fire codes and NFPA life safety codes.

Alternatives

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

1. Approve the request with the proposed conditions, finding that the proposed application is and will continue to be in conformance with the purpose of the zoning regulations.
2. Disapprove or /Deny the request, finding that the proposed application does not conform to the purpose of the zoning regulations.
3. Approve the request with additional or revised conditions and a finding of fact.
4. Refer the matter to a special committee for a determination of a finding of fact.

Recommendation

Approve the request if all conditions are met as presented by City Administration and if the City Council finds that the proposed use and application promotes the health, safety, and general welfare of the community, protects property against blight and depreciation, and is generally harmonious with the surrounding neighborhood.

Sample Motion

Move to approve the amendment to the existing conditional use permit with the conditions identified by the City Administration, published in the Council packet and presented at the Council meeting, finding that the application conforms with the purpose of the zoning regulations.

Conditional Use Permit Application

pc: Building, Legal, Utilities
Planning, Public Works

1. The specific use/construction requested is: Ethanol Transload
(semi-truck to rail car) and store in rail car on site
2. The owner(s) of the described property is/are: Central Nebraska Transload, LLC
3. The legal description of the property is: Luzerne Second Sub LT2, Luzerne Third Sub LT2
4. The address of the property is: 1213 / 1215 - 1221 East Hwy 30
5. The zoning classification of the property is: D3 / 04
6. Existing improvements on the property is: Warehouse Buildings
7. The duration of the proposed use is: 36 months
8. Plans for construction of permanent facility is: 3 phases over 3 years
9. The character of the immediate neighborhood is: Industrial / Commercial
10. There is hereby **attached** a list of the names and addresses of all property owners within 200' of the property upon which the Conditional Use Permit is requested.
11. Explanation of request: CNT would like to transload ethanol.
Ethanol will be transloaded to & from semi-trailers to rail cars.
Approx. 44 semi-trailers & 11 rail cars will be used per day.

I/We do hereby certify that the above statements are true and correct and this application is signed as an acknowledgement of that fact.

7.17.2014

Date

[Signature]

Owners(s)

381-6031

Phone Number

4331 Juergen Road

Address

Grand Island

City

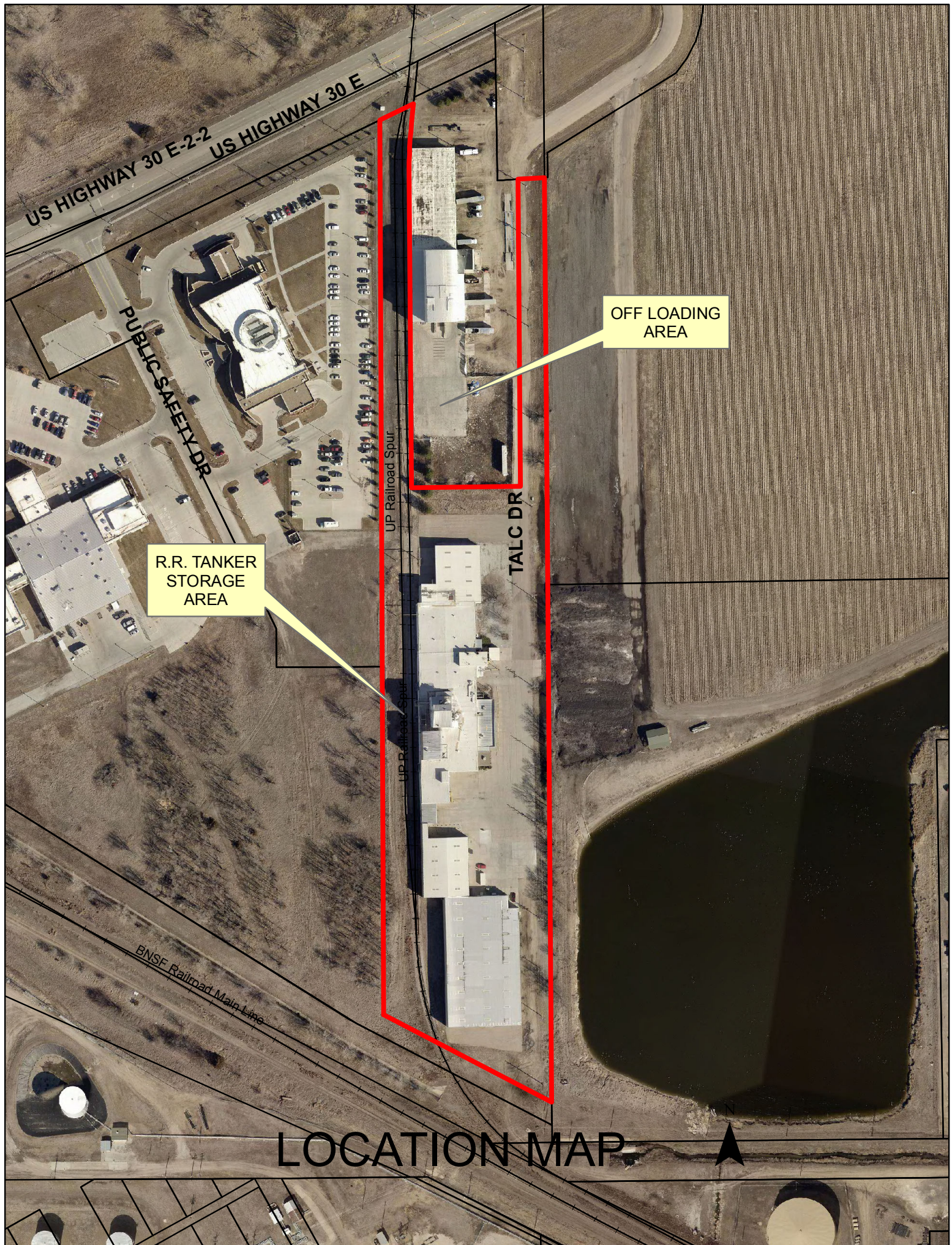
NE

State

68801

Zip

Please Note: Delays May Occur if Application is Incomplete or Inaccurate.





City of Grand Island

Tuesday, August 12, 2014

Council Session

Item E-5

Public Hearing on Acquisition of Utility Easement - 823 East 4th Street - Blender, LLC

Staff Contact: Tim Luchsinger, Utilities Director

Council Agenda Memo

From: Tim Luchsinger, Utilities Director

Meeting: August 12, 2014

Subject: Acquisition of Utility Easement – 823 E. 4th Street - Blender

Item #'s: E-5 & G-5

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 an easement relative to the property of Blender LLC, located at 823 East 4th Street, in the City of Grand Island, Hall County, in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers.

Discussion

This easement will be used to locate underground electric conduit, cable, and a pad-mounted transformer for an existing building that is being refurbished.

Alternatives

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

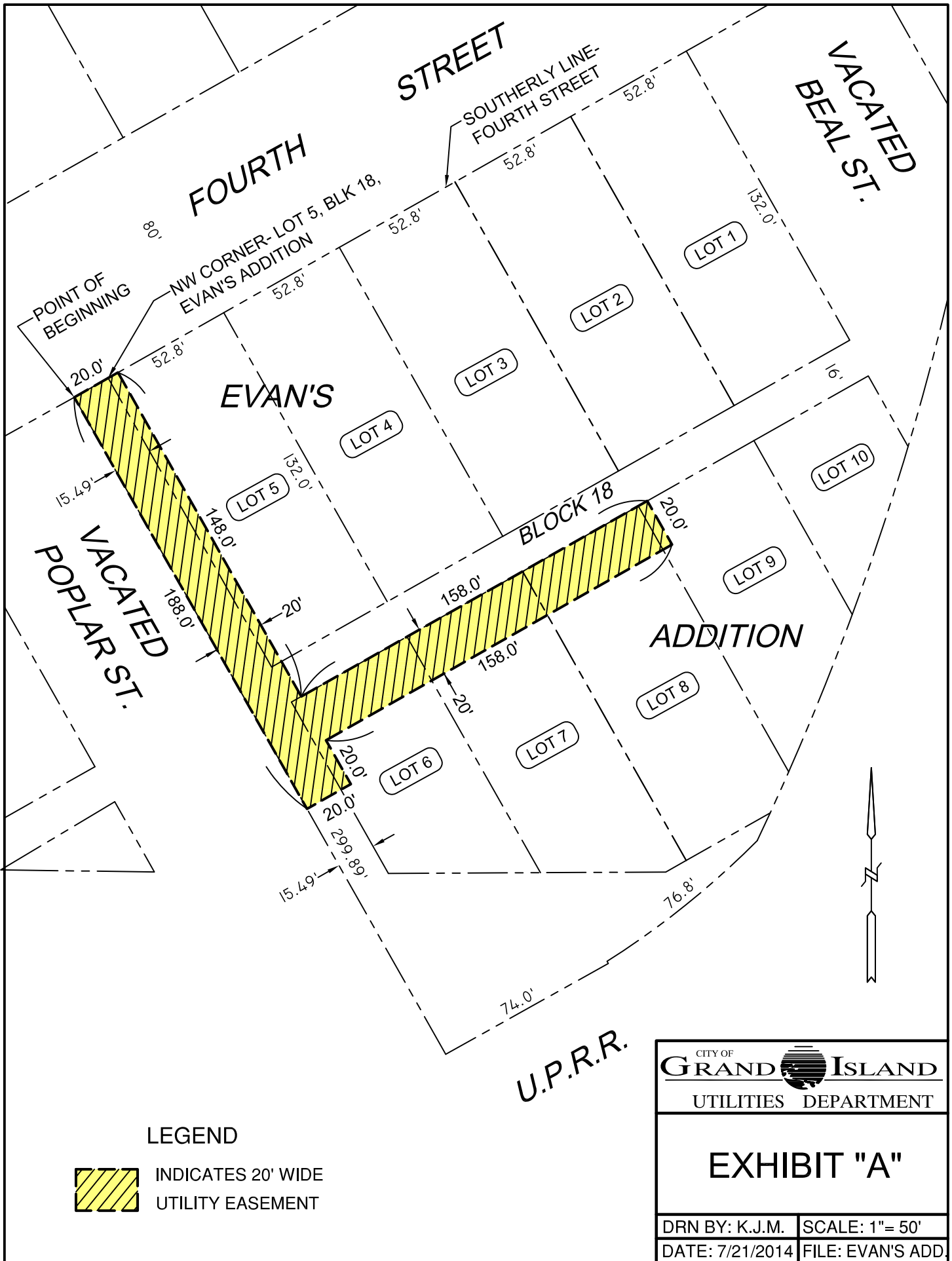
1. Make a motion to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

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, August 12, 2014

Council Session

Item E-6

Public Hearing on Acquisition of Utility Easement - 2211 S. Locust - Fugate

Staff Contact: Tim Luchsinger, Utilities Director

Council Agenda Memo

From: Tim Luchsinger, Utilities Director

Meeting: August 12, 2014

Subject: Acquisition of Utility Easement – 2211 South Locust - Fugate

Item #'s: E-6 & G-6

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 an easement relative to the property of J. Larry Fugate, located at 2211 South Locust Street, in the City of Grand Island, Hall County, in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers.

Discussion

This easement will be used to place underground conduit, conductor, and a pad-mounted transformer to provide electricity to the new Taco Bell.

Alternatives

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

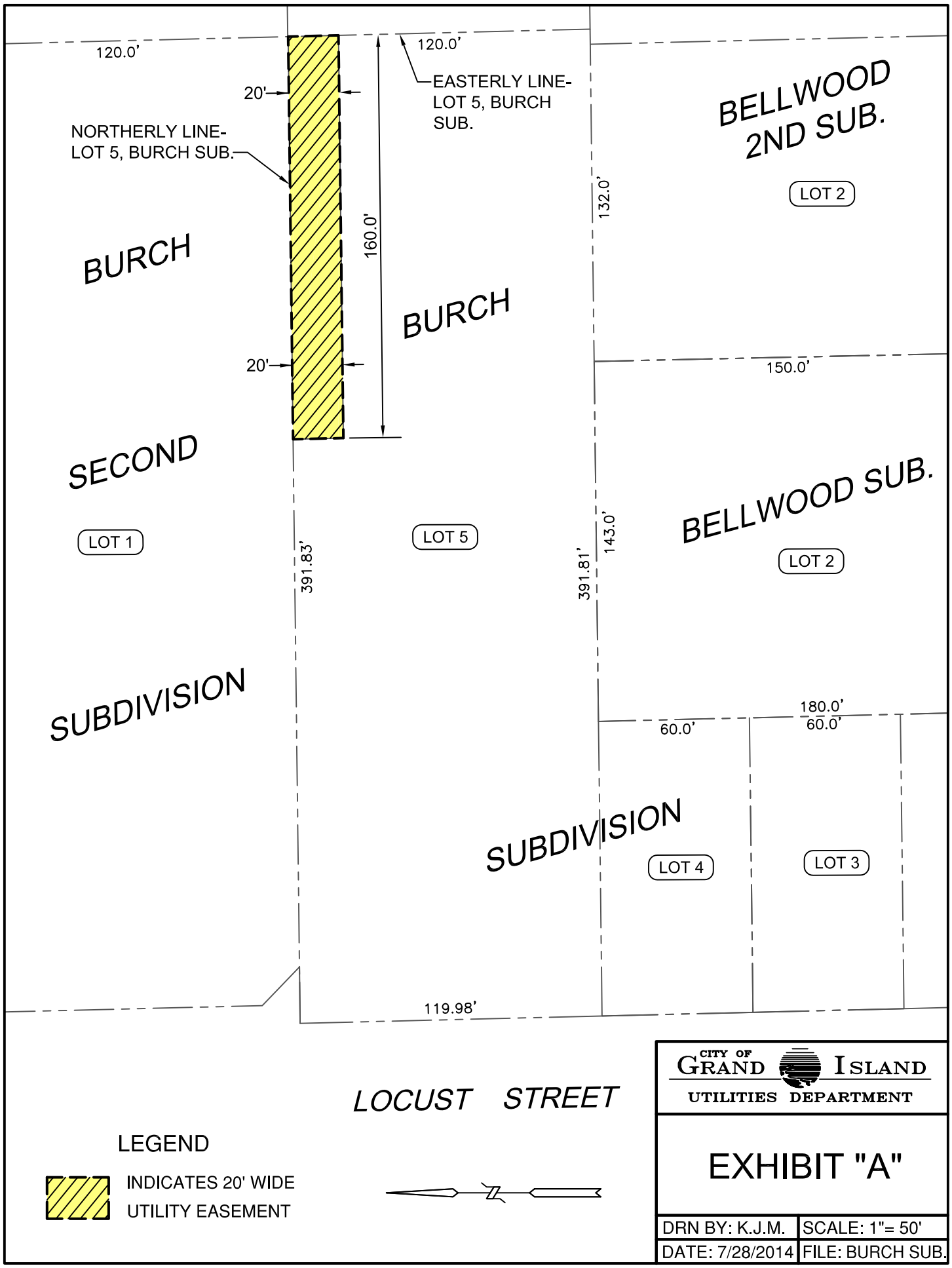
1. Make a motion to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

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, August 12, 2014

Council Session

Item E-7

**Public Hearing on a Redevelopment Plan for CRA Area 13R
located West of Lincoln Avenue and North of Phoenix Avenue**

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission

Meeting: August 12, 2014

Subject: Phil Ramsel (Proposed CRA Area No. 13R)
(C-15-2014GI)

Item #'s: E-7 & I-3

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

Background

Phil Ramsel commissioned a Blight and Substandard Study for Proposed Redevelopment Area No. 13 to be prepared by Marvin Planning Consultants of David City, Nebraska. The study area includes approximately 1.26 acres referred to as CRA Area No. 13R. The study focused on property bounded by the hike bike trail on the north, on the east by Lincoln Avenue and Phoenix Avenue to the south. (See the attached map) On June 24, 2014, Council referred the attached study to the Planning Commission for its review and recommendation.

The decision on whether to declare an area substandard and blighted is entirely within the jurisdiction of the City Council with a recommendation from the Planning Commission.

Discussion

The Statutory authority and direction to the Planning Commission is referenced below to explain the Planning Commission purpose in reviewing the study:

Section 18-2109

Redevelopment plan; preparation; requirements.

An authority shall not prepare a redevelopment plan for a redevelopment project area unless the governing body of the city in which such area is located has, by resolution adopted after a public hearing with notice provided as specified in section 18-2115, declared such area to be a substandard and blighted area in need of redevelopment. The governing body of the city shall submit the question of whether an area is substandard and blighted to the planning commission or board of the city for its review and recommendation prior to making its declaration. The planning commission or board shall submit its written recommendations within

thirty days after receipt of the request. Upon receipt of the recommendations or after thirty days if no recommendation is received, the governing body may make its declaration.

~Reissue Revised Statutes of Nebraska

A flow chart of the blight declaration process is shown in Figure 2.

At this time, the Planning Commission and Council are only concerned with determining if the property is blighted and substandard. Figure 3 is an overview of the differences between the blight and substandard declaration and the redevelopment plan. If a declaration as blighted and substandard is made by Council then the Community Redevelopment Authority (CRA) can consider appropriate redevelopment plans. The redevelopment plans must also be reviewed by the Planning Commission and approved by Council prior to final approval.

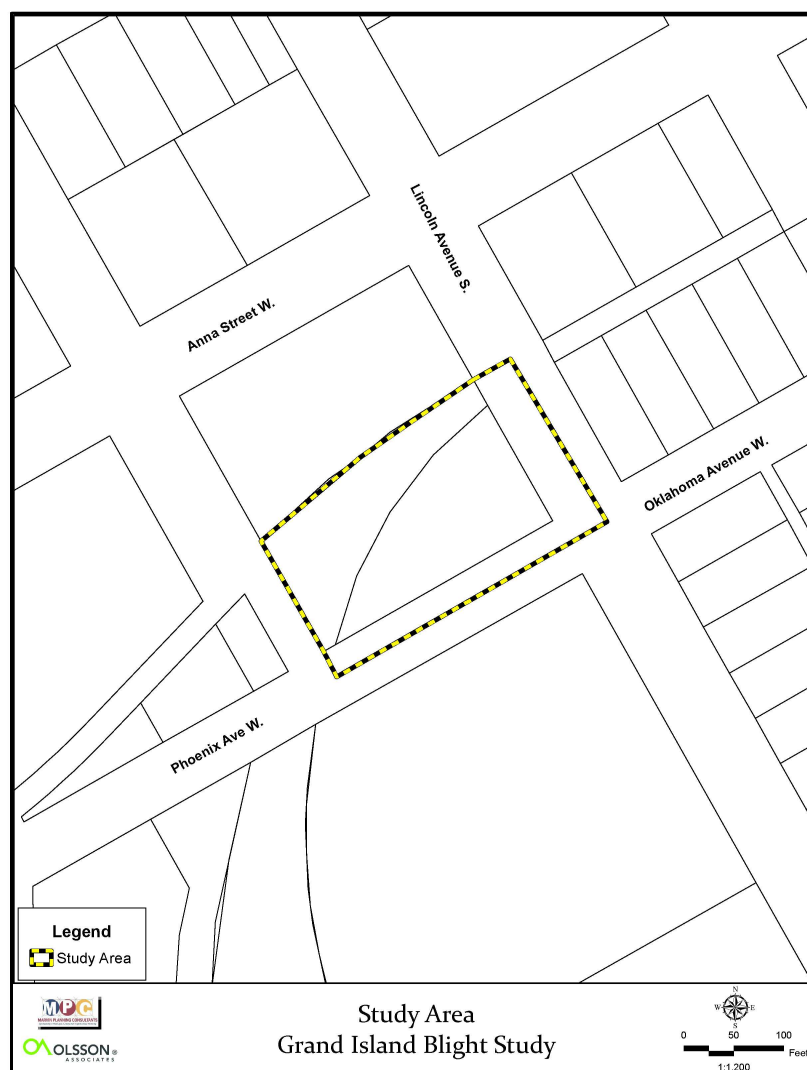


Figure 1 Redevelopment Area 13R includes all properties within the hatched area.

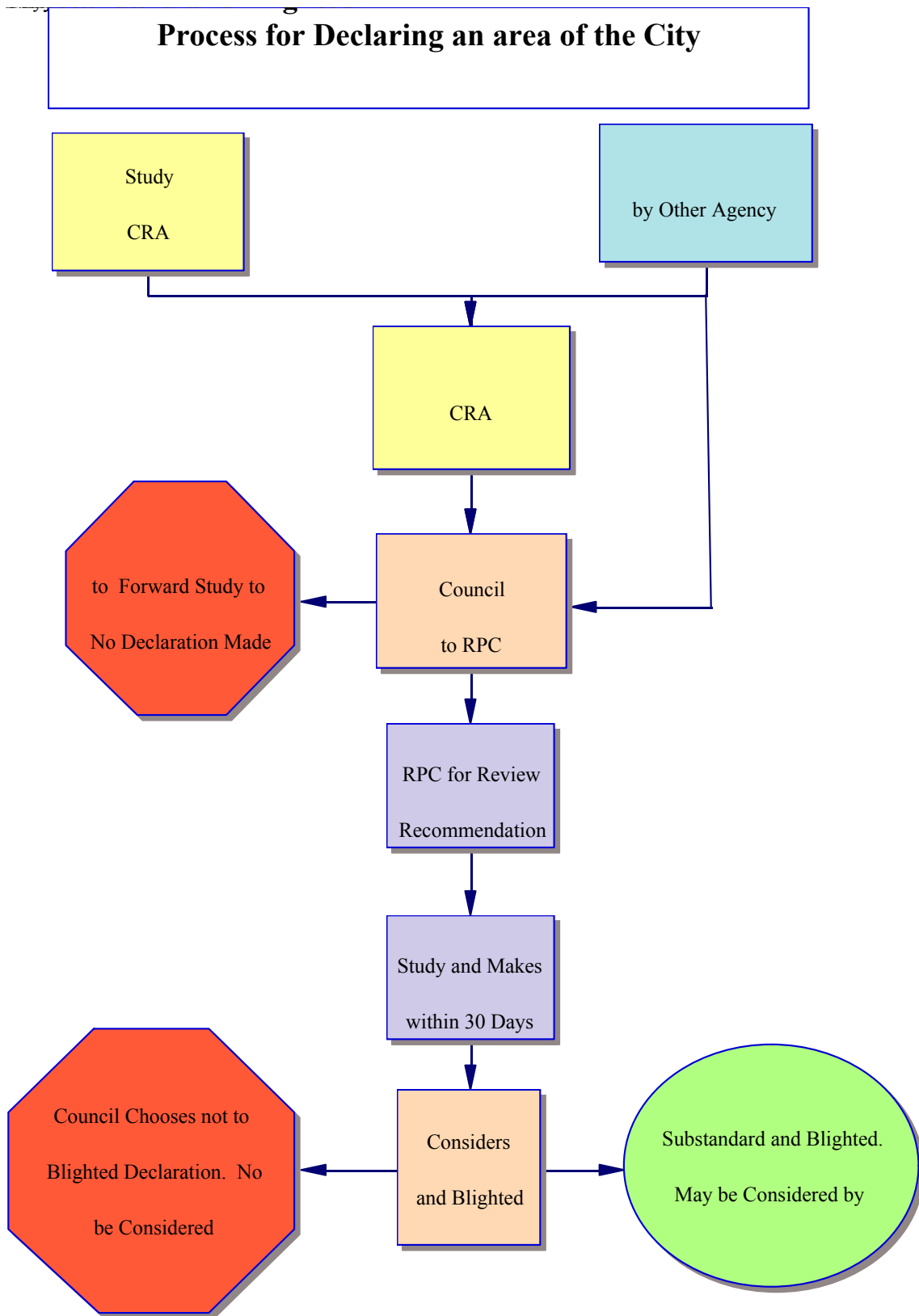


Figure 2 Blight Declaration Process (Planning Commission Recommendation is the second purple box).

Substandard and Blighted Declaration vs. Redevelopment Plan



- **Substandard and Blighted Declaration**
 - A Study of the Existing Conditions of the Property in Question
 - Does the property meet one or more Statutory Conditions of Blight?
 - Does the Property meet one or more Statutory Conditions of Substandard Property?
 - Is the declaration in the best interest of the City?
- **Redevelopment Plan**
 - What kinds of activities and improvements are necessary to alleviate the conditions that make the property blighted and substandard?
 - How should those activities and improvements be paid for?
 - Will those activities and improvements further the implementation of the general plan for the City?

Figure 3 Blight and Substandard Declaration compared to a Redevelopment Plan

OVERVIEW Continued

It is appropriate for the Council in conducting its review and considering its decision regarding the substandard and blighted designation to:

1. review the study,
2. take testimony from interested parties,
3. review the recommendation and finding of fact identified by the Planning Commission
4. make findings of fact, and
5. include those findings of fact as part of its motion to approve or deny the request to declare this area blighted and substandard.

Blighted and Substandard Defined

The terms blighted and substandard have very specific meanings within the context of the Community Redevelopment Statutes. Those terms as defined by Statute are included below:

Section 18-2103

Terms, defined.

For purposes of the Community Development Law, unless the context otherwise requires:

(10) **Substandard areas** shall mean an area in which there is a predominance of buildings or improvements, whether nonresidential or residential in character, which, by reason of dilapidation, deterioration, age or obsolescence, inadequate provision for ventilation, light, air, sanitation, or open spaces, high density of population and overcrowding, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency, and crime, (which cannot be remedied through construction of prisons), and is detrimental to the public health, safety, morals, or welfare;

(11) **Blighted area** shall mean an area, which (a) by reason of the presence of a substantial number of deteriorated or deteriorating structures, existence of defective or inadequate street layout, faulty lot layout in relation to size, adequacy, accessibility, or usefulness, insanitary or unsafe conditions, deterioration of site or other improvements, diversity of ownership, tax or special assessment delinquency exceeding the fair value of the land, defective or unusual conditions of title, improper subdivision or obsolete platting, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, substantially impairs or arrests the sound growth of the community, retards the provision of housing accommodations, or constitutes an economic or social liability and is detrimental to the public health, safety, morals, or welfare in its present condition and use and (b) in which there is at least one of the following conditions: (i) Unemployment in the designated area is at least one hundred twenty percent of the

state or national average; (ii) the average age of the residential or commercial units in the area is at least forty years; (iii) more than half of the plotted and subdivided property in an area is unimproved land that has been within the city for forty years and has remained unimproved during that time; (iv) the per capita income of the area is lower than the average per capita income of the city or village in which the area is designated; or (v) the area has had either stable or decreasing population based on the last two decennial censuses. In no event shall a city of the metropolitan, primary, or first class designate more than thirty-five percent of the city as blighted, a city of the second class shall not designate an area larger than fifty percent of the city as blighted, and a village shall not designate an area larger than one hundred percent of the village as blighted;

~Reissue Revised Statutes of Nebraska

ANALYSIS

The following findings are copied directly from the Study. The analysis of the substandard and blighted factors is conducted on pages 6 to 15 of the study.

FINDINGS FOR GRAND ISLAND

Study Area #13R has several items contributing to the Blight and Substandard Conditions. These conditions include:

Blighting Summary

These conditions are contributing to the blighted conditions of the study area.

- Substantial number of deteriorating structures
 - 100.00% of the structures identified within the corporate limits, of the Study Area, were deemed to be in a state of deterioration or dilapidation
- Deterioration of site or other improvements
 - A large amount of sidewalk either in a deteriorated state or missing from properties in the area.
 - The existence of gravel streets within the study area.
 - The condition of the streets within the corporate limits.
- Dangerous conditions to life or property due to fire or other causes
 - The number of deteriorating structures
- Average age of structures is over 40 years of age
 - Within the Study Area 100.00% of the structures meet the criteria of 40 years of age or older.
- Improper Subdivision or obsolete platting
- Unsanitary / Unsafe conditions
 - The area has major drainage issues and does not drain well and has the potential for standing water to be present for long periods of time.
- The area has had either stable or decreasing population based upon the last two decennial censuses.

The other criteria for Blight were not present in the area, these included:

- Combination of factors which are impairing and/or arresting sound growth

- Defective/Inadequate street layouts,
- Faulty lot layout,
- Defective or unusual condition of title,
- Economic or social liability detrimental to health, safety and welfare,
- Conditions provision of housing accommodations,
- One-half of unimproved property is over 40 years old,
- Inadequate provisions for ventilation, light, air, open spaces or sanitation, and
- Diversity of ownership.

These issues were either not present or were limited enough as to have little impact on the overall condition of the study area.

Substandard Summary

Nebraska State Statute requires “...an area in which there is a predominance of buildings or improvements, whether nonresidential or residential in character, which, by reason of dilapidation, deterioration, age or obsolescence, inadequate provision for ventilation, light, air, sanitation, or open spaces, high density of population and overcrowding, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency, and crime, (which cannot be remedied through construction of prisons), and is detrimental to the public health, safety, morals, or welfare;”

This Study Area in Grand Island meets the definition with the average age of the structures being more than 40 years of age. In addition, the area meets the criteria for the existence of conditions which endanger life or property by fire and other causes.

FINDINGS FOR GRAND ISLAND BLIGHT STUDY AREA #13

Blight Study Area #13 has several items contributing to the Blight and Substandard Conditions. These conditions include:

Blighted Conditions

- Substantial number of deteriorating structures.
- Improper subdivision or obsolete platting.
- Deterioration of site or other improvements.
- Dangerous conditions to life or property due to fire or other causes.
- Average age of units is over 40 years of age.
- Unsanitary/unsafe conditions.

Substandard Conditions

- Average age of the structures in the area is at least forty years.
- Existence of conditions which endanger life or property by fire and other causes.

Based on the study these areas meet the thresholds to qualify as blighted and substandard.

RECOMMENDATION:

Planning Commission and staff recommend considering the following questions as a starting point in the analysis of this Study and in making a determination. The City Council is ultimately responsible for answering the question of whether the property included in the study is blighted and substandard **and** whether making such a designation is in the best interest of the City.

Recommend Questions for Planning Commission and City Council

- Does this property meet the statutory requirements to be considered blighted and substandard? (See the prior statutory references.)
- Are the blighted and substandard factors distributed throughout the Redevelopment Area, so basically good areas are not arbitrarily found to be substandard and blighted simply because of proximity to areas which are substandard and blighted?
- Is public intervention appropriate and/or necessary for the redevelopment of the area?

Findings of fact must be based on the study and testimony presented including all written material and staff reports. The recommendation must be based on the declaration, not based on any proposed uses of the site. All of the testimony, a copy of the study and this memo along with any other information presented at the hearing should be entered into the record of the hearing.

The Regional Planning Commission concluded that the area in question meets the definition of blighted and substandard.

They recommend **approval** of the declaration as blighted and substandard.

The Planning Commission held a Public Hearing on this proposal at their meeting on July 2, 2014. No members of the public spoke at the public hearing.

Grand Island has 14 areas that have been declared blighted and substandard. This represents 18.57% of the area of the City. Grand Island can declare up to 35% of its municipal area blighted and substandard. If Council approves the declaration of this area as blighted and substandard 1.26 acres would be added to the blighted and substandard area in Grand Island increasing the percentage by less than 0.01% leaving the percentage at 18.57% well below the 35% limitation.

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

A motion was made by Vincent and seconded by Reynolds to approve the adoption of Blight and Substandard Study Area #13R as presented based on the study prepared by Marvin Planning Consultants.

The motion carried with 7 members present and all voting in favor (O'Neill, Hayes, Reynolds, Vincent, Haskins, Bredthauer and Kjar) and no member present voting against.

Sample Motion

Move to approve the Substandard and Blight Designation for Redevelopment Area No. 13R in Grand Island, Hall County, Nebraska finding the information in the study to be factual supporting such designation.



City of Grand Island, NE
Blight and Substandard Study
Area #13 Revised
June 2014



PURPOSE OF THE BLIGHT AND SUBSTANDARD STUDY

The purpose of completing this Blight and Substandard study is to examine existing conditions within the city of Grand Island as well as surrounding conditions. This study has been commissioned by an individual property owner within the community with the hope that the City will consider the study area for future redevelopment activity. The area is bordered on the south by a major transportation route and the general area of the community has begun to see some new investment in properties as well as considerable redevelopment activities.

The City of Grand Island, when considering conditions of Blight and Substandard, will be looking at those issues and definitions provided for in the Nebraska Community Redevelopment Law as found in Chapter 18, Section 2104 of the Revised Nebraska State Statutes, as follows:

“The governing body of a city, to the greatest extent it deems to be feasible in carrying out the provisions of Sections 18-2101 to 18-2144, shall afford maximum opportunity, consistent with sound needs of the city as a whole, to the rehabilitation or redevelopment of the community redevelopment area by private enterprises. The governing body of a city shall give consideration to this objective in exercising its powers under sections 18-2101 to 18-2144, including the formulation of a workable program, the approval of community redevelopment plans consistent with the general plan for the development of the city, the exercise of its zoning powers, the enforcement of other laws, codes, and regulations relating to the use and occupancy of buildings and improvements, the disposition of any property acquired, and providing of necessary public improvements”.

The Nebraska Revised Statutes §18-2105 continues by granting authority to the governing body for formulation of a workable program. The statute reads,

“The governing body of a city or an authority at its direction for the purposes of the Community Development Law may formulate for the entire municipality a workable program for utilizing appropriate private and public resources to eliminate or prevent the development or spread of urban blight, to encourage needed urban rehabilitation, to provide for the redevelopment of substandard and blighted areas, or to undertake such of the aforesaid activities or other feasible municipal activities as may be suitably employed to achieve the objectives of such workable program. Such workable program may include, without limitation, provision for the prevention of the spread of blight into areas of the municipality which are free from blight through diligent enforcement of housing, zoning, and occupancy controls and standards; the rehabilitation or conservation of substandard and blighted areas or portions thereof by replanning, removing congestion, providing parks, playgrounds, and other public improvements by encouraging voluntary rehabilitation and by compelling the repair and rehabilitation of deteriorated or deteriorating structures; and the clearance and redevelopment of substandard and blighted areas or portions thereof.”

Blight and Substandard are defined as the following:

“Substandard areas means an area in which there is a predominance of buildings or improvements, whether nonresidential or residential in character, which, by reason of dilapidation, deterioration, age or obsolescence, inadequate provision for ventilation, light, air, sanitation, or open spaces, high density of population and overcrowding, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency, and crime, (which cannot be remedied through construction of prisons), and is detrimental to the public health, safety, morals, or welfare;”

“Blighted area means an area, which (a) by reason of the presence of a substantial number of deteriorated or deteriorating structures, existence of defective or inadequate street layout, faulty lot layout in relation to size, adequacy, accessibility, or usefulness, insanitary or unsafe conditions, deterioration of site or other improvements, diversity of ownership, tax or special assessment delinquency exceeding the fair value of the land, defective or unusual conditions of title, improper subdivision or obsolete platting, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, substantially impairs or arrests the sound growth of the community, retards the provision of housing accommodations, or constitutes an economic or social liability and is detrimental to the public health, safety, morals, or welfare in its present condition and use and (b) in which there is at least one of the following conditions: (i) Unemployment in the designated area is at least one hundred twenty percent of the state or national average; (ii) the average age of the residential or commercial units in the area is at least forty years; (iii) more than half of the plotted and subdivided property in an area is unimproved land that has been

within the city for forty years and has remained unimproved during that time; (iv) the per capita income of the area is lower than the average per capita income of the city or village in which the area is designated; or (v) the area has had either stable or decreasing population based on the last two decennial censuses. In no event shall a city of the metropolitan, primary, or first class designate more than thirty-five percent of the city as blighted, a city of the second class shall not designate an area larger than fifty percent of the city as blighted, and a shall not designate an area larger than one hundred percent of the as blighted;"

This Blight and Substandard Study is intended to give the Grand Island Community Redevelopment Authority and Grand Island City Council the basis for identifying and declaring Blighted and Substandard conditions existing within the City's jurisdiction. Through this process, the City and property owner will be attempting to address economic and/or social liabilities which are harmful to the well-being of the entire community.

The study area can be seen in Figure 1 of this report. The Redevelopment Plan portion of this report will contain, in accordance with the law, definite local objectives regarding appropriate land uses, improved traffic, public transportation, public utilities and other public improvements, and the proposed land uses and building requirements in the redevelopment area and shall include:

- The boundaries defining the blighted and substandard areas in question (including existing uses and conditions of the property within the area), and
- A list of the conditions present which qualify the area as blighted and substandard.

BLIGHT AND SUBSTANDARD ELIGIBILITY STUDY

This study targets a specific area within an established part of the community for evaluation. The area is indicated in Figure 1 of this report. The existing uses in this area include industrial uses and public open space (primarily hike/bike trail).

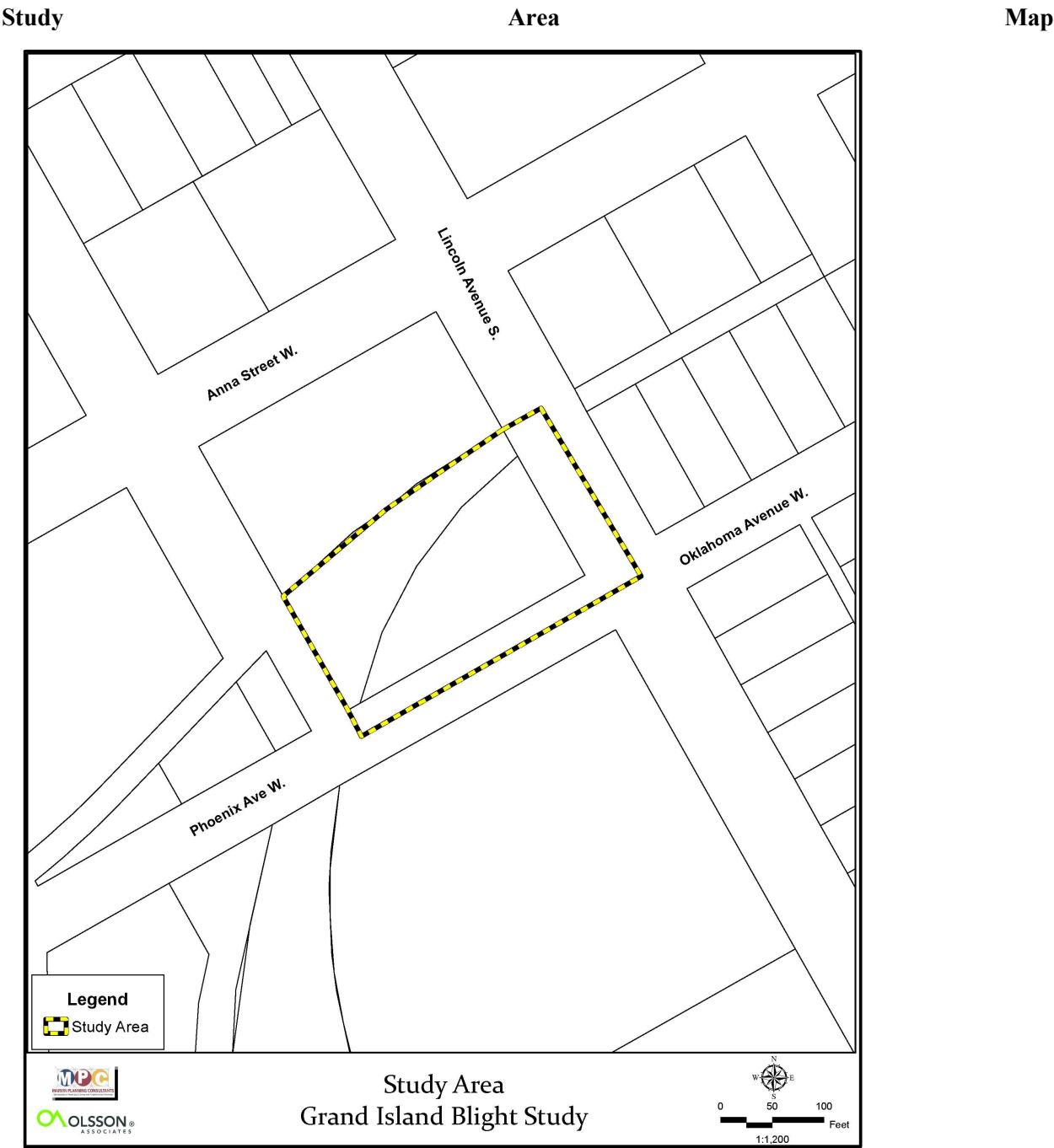
Through the redevelopment process the City of Grand Island can guide future development and redevelopment throughout the area. Even though this is a smaller area than normal, it does meet the concept of the Micro-Blight process the City has been analyzing over the past couple of years. The use of the Community Redevelopment Act by the City of Grand Island is intended to redevelop and improve the area. Using the Community Redevelopment Act, the City of Grand Island can assist in the elimination of negative conditions and implement different programs/projects identified for the City.

The following is the description of the designated area within Grand Island.

Study Area

POINT OF BEGINNING IS THE INTERSECTION OF THE CENTERLINES OF LINCOLN AVENUE S. AND PHOENIX AVENUE W; THENCE SOUTHWESTERLY ALONG SAID CENTERLINE OF PHOENIX AVENUE W TO THE SOUTHERLY EXTENDED EAST RIGHT-OF-WAY LINE OF THE UNOPENED PORTION OF PLATTED WASHINGTON STREET; THENCE NORTHWESTERLY ALONG SAID EAST RIGHT-OF-WAY LINE TO THE SOUTHWEST CORNER OF A PROPERTY DESCRIBED AS WASH TWP PT NE ¼ PT FORMER BLKS 7-8-9-10 SOUTH PARK 21-11-9 PT VAC WASHINGTON STREET; THENCE NORTHEASTERLY ALONG THE SOUTHERN PROPERTY LINE OF SAID DESCRIBE PROPERTY TO THE INTERSECTION WITH THE CENTERLINE OF LINCOLN AVENUE S; THENCE; SOUTHEASTERLY TO THE POINT OF BEGINNING.

Figure 1



Source: Olsson Associates 2014

EXISTING LAND USES

The term “Land Use” refers to the developed uses in place within a building or on a specific parcel of land. The number and type of uses are constantly changing within a community, and produce a number of impacts that either benefit or detract from the community. Because of this, the short and long-term success and sustainability of the community is directly contingent upon available resources utilized in the best manner given the constraints the City faces during the course of the planning period. Existing patterns of land use are often fixed in older communities and neighborhoods, while development in newer areas is often reflective of current development practices.

Existing Land Use Analysis within Study Area

As part of the planning process, a survey was conducted through both in-field observations, as well as data collection online using the Hall County Assessors website. This survey noted the use of each parcel of land within the study area. These data from the survey are analyzed in the following paragraphs.

Table 1 includes the existing land uses for the entire study area. The table contains the total acres determined per land use from the survey; next is the percentage of those areas compared to the total developed land; and finally, the third set of data compare the all land uses to the total area within the Study Area.

The Study Area is predominately Industrial uses with 38.1% of land in this use. The remaining 68.2% is either Public or Transportation related, specifically public right-of-way and streets.

TABLE 1: EXISTING LAND USE, GRAND ISLAND - 2014

| Type of Use | Acres | Percent of Developed land within the Study Area | Percent of Study Area |
|----------------------|-------------|---|-----------------------|
| Residential | 0 | 0.0% | 0.0% |
| Single-family | 0 | 0.0% | 0.0% |
| Multi-family | 0 | 0.0% | 0.0% |
| Manufactured Housing | 0 | 0.0% | 0.0% |
| Commercial | 0 | 0.0% | 0.0% |
| Industrial | 0.48 | 38.1% | 38.1% |
| Quasi-Public/Public | 0.41 | 32.5% | 32.5% |
| Parks/Recreation | 0 | 0.0% | 0.0% |
| Transportation | 0.37 | 29.4% | 29.4% |
| Total Developed Land | 1.26 | 100.0% | |
| Vacant/Agriculture | 0 | | 0.0% |
| Total Area | 1.26 | | 100.0% |

Source: 2014 Grand Island Blight Study Area 13R, Marvin Planning Consultants and Olsson Associates

Figure 2

Existing

Land

Use

Map



Source: Marvin Planning Consultants and Olsson Associates, 2013

FINDINGS OF BLIGHT AND SUBSTANDARD CONDITIONS ELIGIBILITY STUDY

This section of the Eligibility Report examines the conditions found in the study area. The Findings Section will review the conditions based upon the statutory definitions.

CONTRIBUTING FACTORS

There are a number of conditions that were examined and evaluated in the field and online. There are a number of conditions that will be reviewed in detail, on the following pages, while some of the statutory conditions are present, other are not.

Age of Structure

Age of structures can be a contributing factor to the blighted and substandard conditions in an area. Statutes allow for a predominance of structures that are 40 years of age or older to be a contributing factor regardless of their condition. The following paragraphs document the structural age of the structures within the Study Area. Note that the age of structure was determined from the Appraisal data within the Hall County Assessor’s website data.

Within the study area there is a total of two structures. After researching the structural age on the Hall County Assessor’s and Treasurer’s websites, the following breakdown was determined:

- One (100.0%) unit was determined to be 40 years of age or older
- Also there are numerous structures outside of the boundary in another previously blighted area that are 40 years of age or older and are negatively impacting the area under discussion.

The age of the structures would be a direct contributing factor.

Figure 3

Unit

Age

Map



Source: Marvin Planning Consultants and Olsson Associates, 2014

Structural Conditions

Where structural conditions were evaluated, structures were either rated as: No problems, Adequate, Deteriorating, or Dilapidated. The following are the definitions of these terms:

No Problem/ Adequate Conditions

- No structural or aesthetic problems were visible, or
- Slight damage to porches, steps, roofs etc. is present on the structure,
- Slight wearing away of mortar between bricks, stones, or concrete blocks,
- Small cracks in walls or chimneys,
- Cracked windows,
- Lack of paint, and
- Slight wear on steps, doors, and door and window sills and frames.

Deteriorating Conditions

- Holes, open cracks, rotted, loose, or missing materials in parts of the foundation, walls, or roof (up to 1/4 of wall or roof),
- Shaky, broken, or missing steps or railings,
- Numerous missing and cracked window panes,
- Some rotted or loose windows or doors (no longer wind- or water-proof), and
- Missing bricks, or cracks, in chimney or makeshift (uninsulated) chimney.

Dilapidated Conditions

- Holes, open cracks, or rotted, loose or missing material (siding, shingles, brick, concrete, tiles, plaster, floorboards) over large areas of foundation,
- Substantial sagging of roof, floors, or walls,
- Extensive damage by fire, flood or storm, and
- Inadequate original construction such as makeshift walls, roofs made of scrap materials, foundations or floors lacking, or converted barns, sheds, and other structures not adequate for housing.

These are criteria used to determine the quality of each structure in the Study Area.

In a recent conditions survey, the structures within the corporate limits were rated. Within the corporate limits portion of the study area there are a total of two structures.

After reviewing the overall conditions of the structures in the corporate limits portion include:

- 0 (0.00%) structures rated as adequate
- 0 (0.00%) structures rated as deteriorating
- 1 (100.0%) structure rated as dilapidated

Overall, 100.0% of the structures in this area are in a state of disrepair. Figure 3 shows the data on a block level as opposed to structure. Typically, if there were several structures deemed to be deteriorating or dilapidated then the entire block was downgraded. For purposes of this study there is approximately 100.0% of the block area within the Study Area has dilapidated structures.

Due to the state of disrepair of a number of properties in the area, the conditions represent conditions which are Dangerous to conditions of life or property due to fire or other causes.

Figure 4
Structural Conditions



Source: Marvin Planning Consultants and Olsson Associates, 2014

Sidewalk Conditions

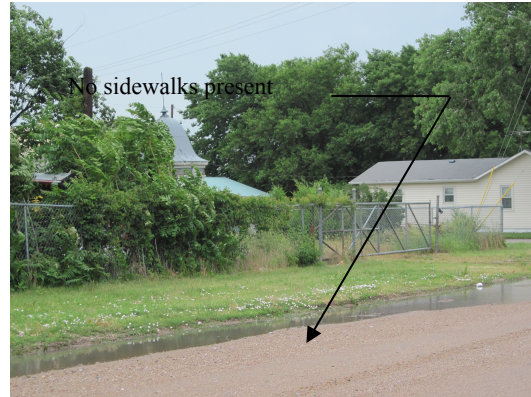
The sidewalk conditions were analyzed in the Study Area. The sidewalks were rated on four categories; adequate, deteriorating, dilapidating, and missing completely.

Within the study area there is approximately 430 lineal feet of sidewalk. After reviewing the conditions in the field, the following is how the sidewalk conditions breakdown within the study area:

- 0 (0.00%) lineal feet of adequate sidewalk
- 0 (0.00%) lineal feet of deteriorating sidewalk
- 428 (100.00%) lineal feet of no sidewalk. There was no sidewalk deemed to be dilapidated.

Overall, 100% of the area had no sidewalks available along the public streets. Missing sidewalk is as bad as dilapidated or deteriorating sidewalk since there is no safe place to walk other than across someone else's property or in the street. See Figure 5 for the locations of these sidewalks.

Due to the large amount of deteriorating and missing sidewalk, the sidewalk conditions would be a direct contributing factor.



Street Conditions

The street conditions were analyzed in the Study Area. The streets were also rated on four categories; adequate, deteriorating, dilapidating, and missing completely. The following is the breakdown for the area.

Within the study area there is approximately 500 lineal feet of street. After reviewing the conditions in the field, the following is how the street conditions breakdown within the corporate limits:

- 0 (0.00%) lineal feet of adequate street
- 189 (37.9%) lineal feet of deteriorating street
- 310 (62.1%) lineal feet of gravel streets.
- There was no street deemed to be dilapidated.

Overall, 100.0% of the streets are in either a deteriorating state or were paved with gravel, thus an obsolete material for an urban area. See Figure 6 for the locations of these streets.

Due to the large amount of deteriorating and missing street, the street conditions would be a direct contributing factor.



Curb and Gutter

Curb and Gutters have a number of direct and indirect roles in neighborhoods. Their primary functions is to be a barrier that collects and directs water to be drained away. On a secondary level, they can help define where the streets start and stop, and they act as a physical barrier between pedestrian and vehicular traffic.

Curb and gutter for the Study Area were examined similarly to streets and sidewalks. The curb and gutter will be graded as either adequate, deteriorating, dilapidated, or missing. In addition, curb and gutter will be examined based upon their location, within the incorporated area or within the county industrial park.

Within the study area there is approximately 460 lineal feet of curb and gutter possible. After reviewing the conditions in the field, the following is how the curb and gutter conditions breakdown within the corporate limits:

- 0.00 (0.0%) lineal feet of adequate curb and gutter
- 173 (37.8%) lineal feet of deteriorating curb and gutter



- 285 (62.2%) lineal feet of no curb and gutter or rural section. There was no curb and gutter deemed to be dilapidated.

In total, 100% of the curb and gutters are in either a deteriorating state or are missing. See Figure 7 for the locations of these curb and gutter.

Due to the large amount of deteriorating and missing curb and gutter, the curb and gutter conditions would be a direct contributing factor.

Deterioration of site or other improvements

Throughout this Area, there is a large portion of sidewalk that is either deteriorating or missing. In addition, a large portion of the curb and gutter has been determined to be either deteriorating or missing.

Finally, the area has a large amount of deteriorating streets. The streets have been patched over and over due to large amounts of cracking that has been occurring in the pavement.

These are major considerations in determining if the area has deteriorated sites or improvements.

Based upon the field analysis, there are sufficient elements present to meet the definition of deterioration of site and other improvements in the Study Area.

Improper Platting or Obsolete Platting

The majority of this area was platted in the 1800's as the city began to grow and when there was still an active railroad line serving this part of Grand Island. The vast number of the lots, as they are platted today, will be difficult to redevelop.

Based upon the review of the plat of the area, there are sufficient elements present to meet the definition of improper platting or obsolete platting within the Study Area.

Unsanitary / Unsafe conditions

The area being evaluated for the conditions of blighted and substandard needs to be examined for the unsanitary and unsafe conditions. A primary item that was examined was the drainage conditions of the area.

Drainage Conditions

Grand Island has a long history of drainage issue due to the extreme flatness of the area, as well as the high water table. Topography and soils can have a major impact on how a given portion of the city drains. The area designated in this Study Area is nearly flat or has an extremely small slope.

The field survey examined the entire area for potential drainage problems. One field survey was completed the same day of a rain event. During the field visit there was standing water throughout the entire area. Water was standing in large potholes, in drainage ditches, along areas that were supposed to drain the water away.



Standing water from poor drainage can be a catalyst for Health issues like West Nile due to the potential mosquito breeding that can occur.

Drainage also can be tied directly to the next issue that was analyzed during the field investigations, curb and gutter conditions.

Based upon the field analysis, there are sufficient elements present to meet the definition of unsanitary/unsafe conditions within the Study Area.

Blighting Summary

These conditions are contributing to the blighted conditions of the study area.

- Substantial number of deteriorating structures
 - 100.00% of the structures identified within the corporate limits, of the Study Area, were deemed to be in a state of deterioration or dilapidation

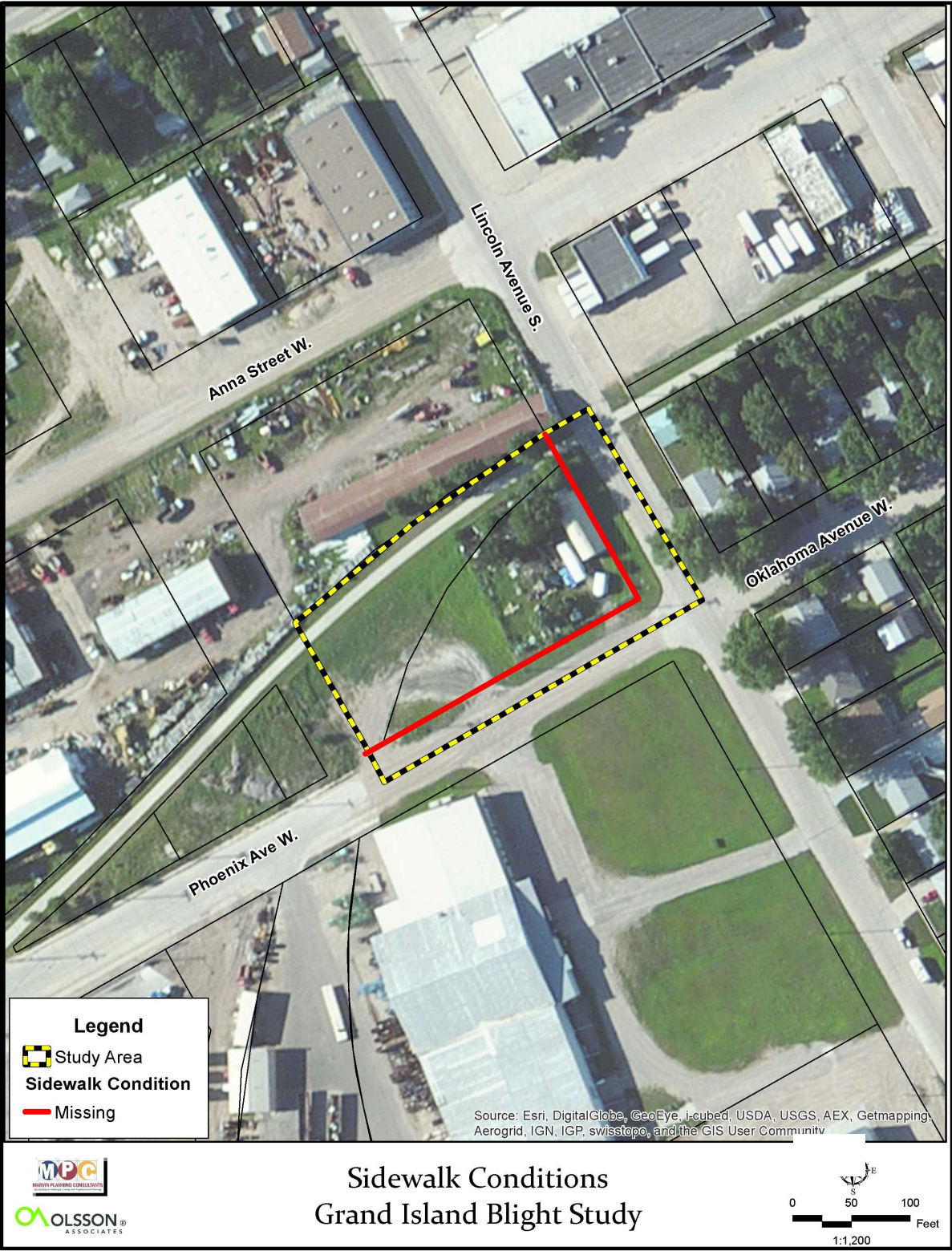
- Deterioration of site or other improvements
 - A large amount of sidewalk either in a deteriorated state or missing from properties in the area.
 - The existence of gravel streets within the study area.
 - The condition of the streets within the corporate limits.
- Dangerous conditions to life or property due to fire or other causes
 - The number of deteriorating structures
- Average age of structures is over 40 years of age
 - Within the Study Area 100.00% of the structures meet the criteria of 40 years of age or older.
- Improper Subdivision or obsolete platting
- Unsanitary / Unsafe conditions
 - The area has major drainage issues and does not drain well and has the potential for standing water to be present for long periods of time.
- The area has had either stable or decreasing population based upon the last two decennial censuses.

The other criteria for Blight were not present in the area, these included:

- Combination of factors which are impairing and/or arresting sound growth
- Defective/Inadequate street layouts,
- Faulty lot layout,
- Defective or unusual condition of title,
- Economic or social liability detrimental to health, safety and welfare,
- Conditions provision of housing accommodations,
- One-half of unimproved property is over 40 years old,
- Inadequate provisions for ventilation, light, air, open spaces or sanitation, and
- Diversity of ownership.

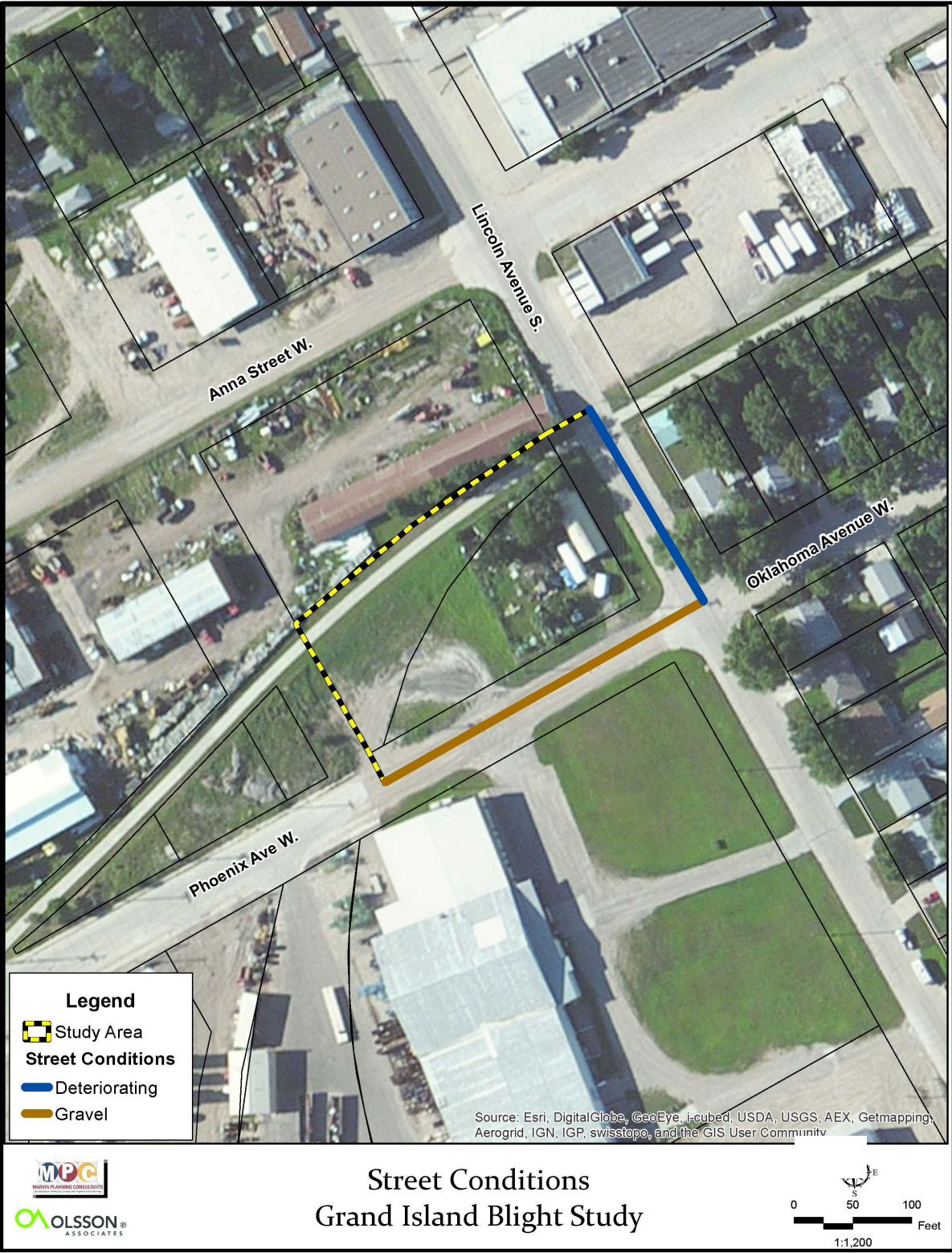
These issues were either not present or were limited enough as to have little impact on the overall condition of the study area.

Figure 5
Sidewalk Conditions



Source: Marvin Planning Consultants and Olsson Associates, 2014

Figure 6
Street Conditions



Source: Marvin Planning Consultants and Olsson Associates, 2014

Figure 7
Curb and Gutter Conditions



Source: Marvin Planning Consultants and Olsson Associates, 2014

Substandard Conditions

Predominance of improvements

There is a predominance of buildings or improvements, whether nonresidential or residential in character, which, by reason of dilapidation, deterioration, age or obsolescence, inadequate provision for ventilation, light, air, sanitation, or open spaces.

- There are several public improvements in the area that are in a dilapidated, deteriorated or missing
- Where there are some public improvements, such as streets, a majority of them are in a state of obsolescence.

In addition, there is one structure in the area and it is over 40 years old.

- 1 (100.00%) unit was determined to be 40 years of age or older

There is a predominance of units 40 years of age or older.

Substandard Summary

Nebraska State Statute requires “...an area in which there is a predominance of buildings or improvements, whether nonresidential or residential in character, which, by reason of dilapidation, deterioration, age or obsolescence, inadequate provision for ventilation, light, air, sanitation, or open spaces, high density of population and overcrowding, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency, and crime, (which cannot be remedied through construction of prisons), and is detrimental to the public health, safety, morals, or welfare;”

This Study Area in Grand Island meets the definition with the average age of the structures being more than 40 years of age. In addition, the area meets the criteria for the existence of conditions which endanger life or property by fire and other causes.

FINDINGS FOR GRAND ISLAND BLIGHT STUDY AREA #13R

Blight Study Area #13R has several items contributing to the Blight and Substandard Conditions. These conditions include:

Blighted Conditions

- Substantial number of deteriorating structures.
- Improper subdivision or obsolete platting.
- Deterioration of site or other improvements.
- Dangerous conditions to life or property due to fire or other causes.
- Average age of units is over 40 years of age.
- Unsanitary/unsafe conditions.
- The area has had either stable or decreasing population based upon the last two decennial censuses.

Substandard Conditions

- Predominance of deteriorated infrastructure due to age and obsolescence.
- Average age of the structures in the area is at least forty years.
- Existence of conditions which endanger life or property by fire and other causes.



City of Grand Island

Tuesday, August 12, 2014

Council Session

Item E-8

**Public Hearing on Acquisition of Public Utility Easement for the
North Interceptor Phase II; Sanitary Sewer Project No. 2013-S-4
(Nouzovsky & Longleaf, LLC)**

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

Council Agenda Memo

From: Terry Brown PE, Assistant Public Works Director

Meeting: August 12, 2014

Subject: Public Hearing on Acquisition of Public Utility Easement for the North Interceptor Phase II; Sanitary Sewer Project No. 2013-S-4 (Nouzovsky & Longleaf, LLC)

Item #'s: E-8 & G-12

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

Background

Public Works Staff in conjunction with the design engineer, Black & Veatch of Kansas City, Missouri have developed a multi-year replacement plan for the City of Grand Island's large diameter gravity sanitary sewer interceptor network. The current planned interceptor, entitled the "North Interceptor" will replace aged force main sanitary sewer, reduce or eliminate current sewer pumping station(s), and provide additional capacity for existing and new growth areas of Grand Island.

The new North Interceptor route was developed to incorporate, and partner with other utilities for the Capital Avenue Widening Project, and the new Headworks Pumping Station Project at the Wastewater Treatment Plant. This project is funded by SRF Project No. C317867-01, however easements, legal fees & administrative costs are not reimbursable by these funds.

A phased approach of constructing the North Interceptor is as follows:

- Phase I - Wastewater Treatment Plant (WWTP) to 7th Street / Skypark Road
- Phase II (Part A) - 7th Street / Skypark Road to Broadwell Avenue
- Phase II (Part B) - Broadwell Avenue to Webb Road
- Phase II (Part C) - Webb Road to Diers Avenue (Lift Station No. 19)

Nebraska State Statutes stipulate that the acquisition of property requires a public hearing and approval by the City Council. Public utility easements are needed in the North Interceptor Phase II, Part A & B projects to accommodate public utilities. The easement will allow for the construction, operation, maintenance, extension, repair, replacement, and removal of public utilities within the easement.

Discussion

A permanent easement will be needed from 2 property owners in these project areas. All documents have been signed and returned by the property owners. Authorization of the documents is contingent upon City Council approval. Following is a summary of the payments, totaling \$550.00, for the properties.

| Tract No | Owner | Legal | Total |
|----------|-------------------------------|--|----------|
| 8 | Orval and Jeanine L Nouzovsky | A TRACT OF LAND COMPRISING PART OF LOT THIRTY-ONE (31) GEER SUBDIVISION, IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, BEING MOR PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT THIRTY-ONE (31); THENCE NORTHERLY ALONG THE WEST LINE OF SAID LOT THIRTY-ONE (31) A DISTANCE OF 32.74 FEET; THENCE SOUTHEASTERLY TO A POINT ON THE NORTH LINE OF EAST 20 TH STREET, SAID POINT BEING 32.61 FEET EAST OF THE SOUTHWEST CORNER OF SAID LOT THIRTY-ONE (31); THENCE WESTERLY ALONG THE NORTH LINE OF SAID EAST 20 TH STREET A DISTANCE OF 32.61 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS A CALCULATED AREA OF 534.00 SQUARE FEET OR 0.012 ACRES MORE OR LESS. | \$110.00 |
| 13 | Longleaf, LLC | A TRACT OF LAND COMPRISING PART OF LOT ONE (1), BLOCK EIGHT (8), CONTINENTAL GARDENS, IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT ONE (1); THENCE EASTERLY ALONG THE NORTH LINE OF SAID LOT ONE (1) A DISTANCE OF 52.56 FEET; THENCE SOUTHWESTERLY TO A POINT ON THE WEST LINE OF SAID LOT ONE (1), SAID POINT BEING 46.19 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT ONE (1); THENCE NORTHERLY ALONG SAID WEST LINE OF LOT ONE (1) A DISTANCE OF 46.19 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS A CALCULATED AREA OF 1,214.00 SQUARE FEET OR 0.028 ACRES MORE OR LESS. | \$440.00 |
| | | | \$550.00 |

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 conduct a Public Hearing and approve acquisition of the Permanent Easements, in the amount of \$550.00.

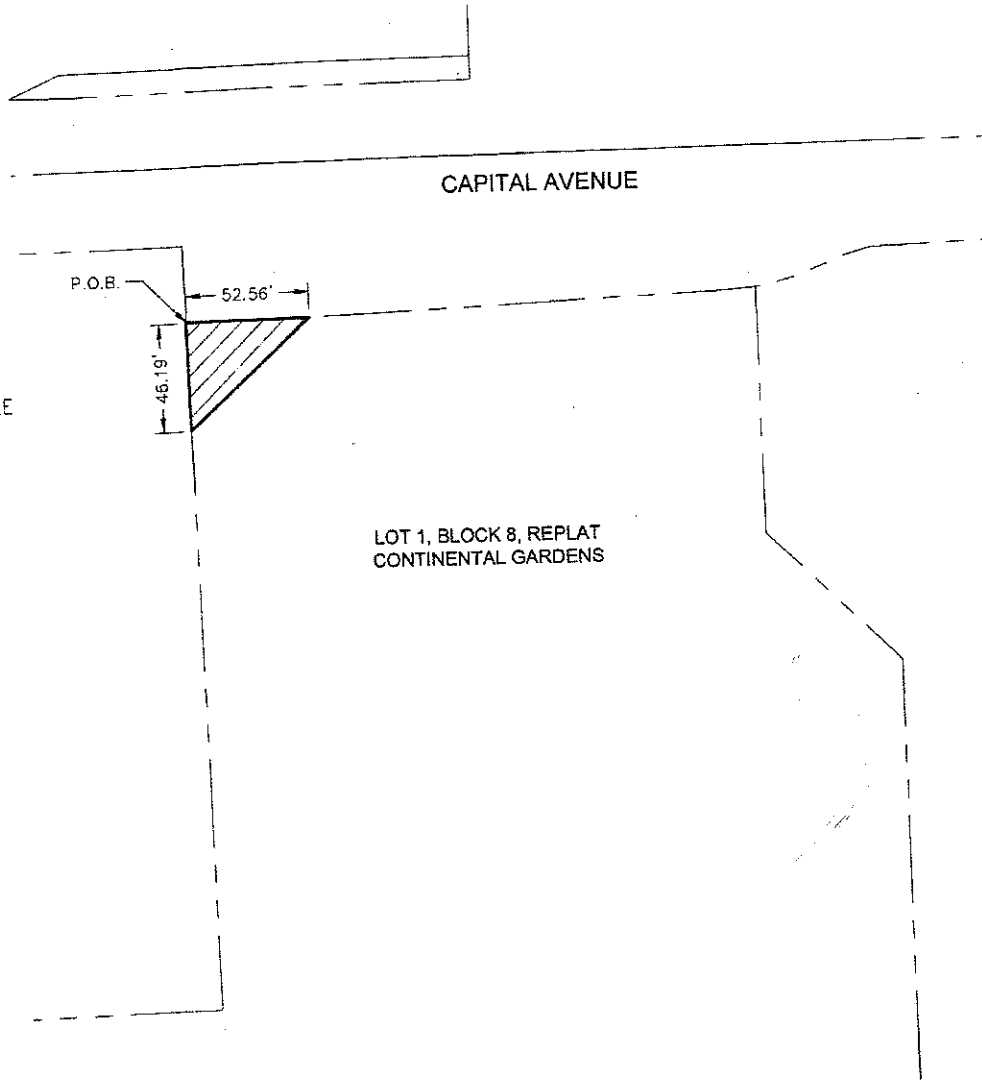
Sample Motion

Move to approve the acquisition of the Easement.

EXHIBIT "A"
LONGLEAF, LLC



NO SCALE




USER: lhustod

DWG: F:\Projects\011-2347\MUNI Phase 2\Easement Exhibits\112347_ESMT11-LONGLEAF.dwg
DATE: Mar 27, 2014 4:52pm
XREFS: 112347_Phase 2 PBASE 112347_Phase 2 XBASE

LEGAL DESCRIPTION OF PERMANENT EASEMENT

A TRACT OF LAND COMPRISING PART OF LOT ONE (1), BLOCK EIGHT (8), CONTINENTAL GARDENS, IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT ONE (1); THENCE EASTERLY ALONG THE NORTH LINE OF SAID LOT ONE (1) A DISTANCE OF 52.56 FEET; THENCE SOUTHWESTERLY TO A POINT ON THE WEST LINE OF SAID LOT ONE (1), SAID POINT BEING 46.19 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT ONE (1); THENCE NORTHERLY ALONG SAID WEST LINE OF LOT ONE (1) A DISTANCE OF 46.19 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS A CALCULATED AREA OF 1,214 SQUARE FEET OR 0.028 ACRES MORE OR LESS.

 PERMANENT EASEMENT

PROJECT NO: 011-2347
DRAWN BY: LH
DATE: 03/25/2014

CITY OF GRAND ISLAND
EASEMENT

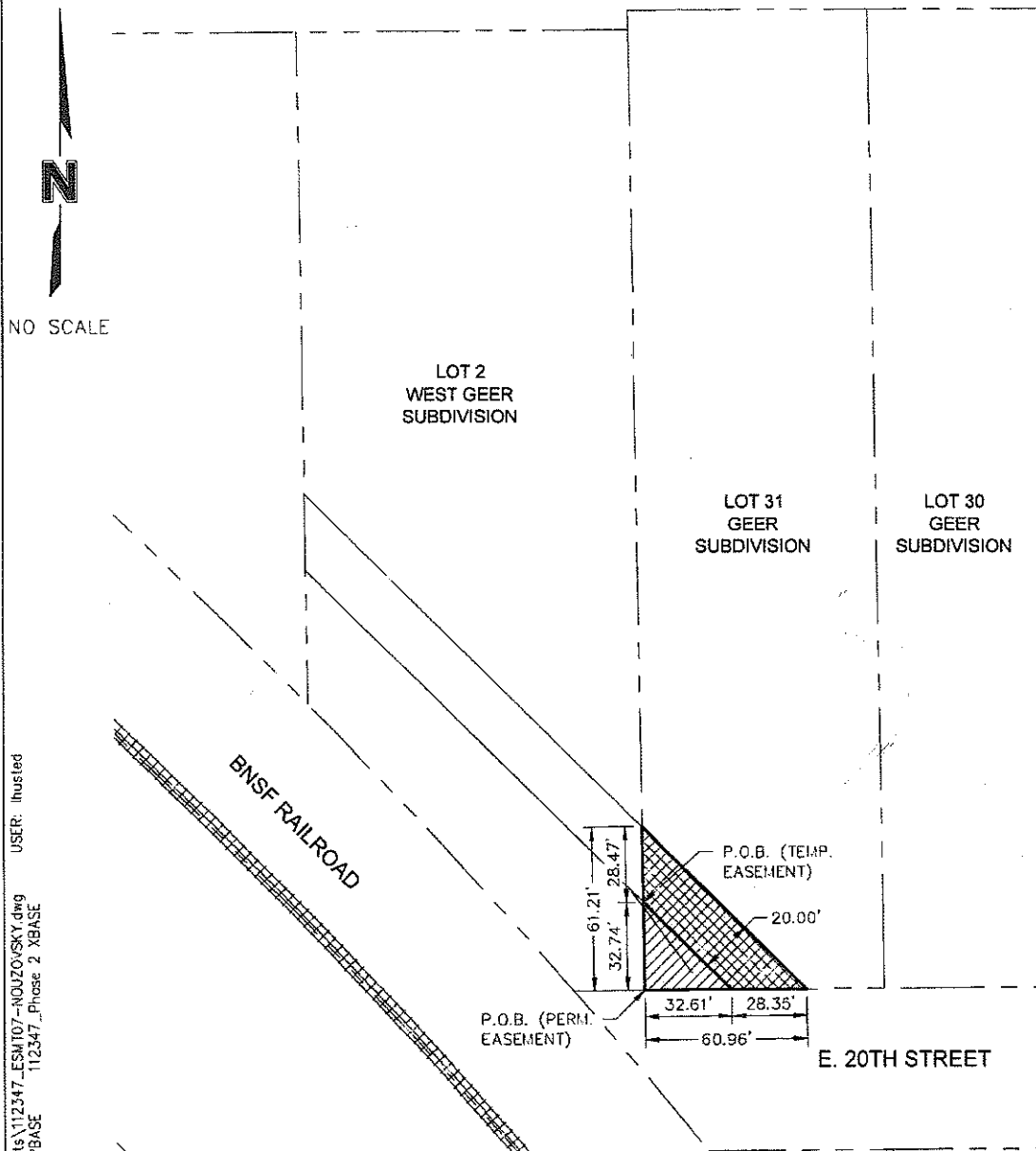
MOLSSON
ASSOCIATES

201 E. 2ND STREET
PO BOX 1072
GRAND ISLAND, NE 68801
TEL 308.384.8750
FAX 308.384.8752

EXHIBIT
A

ORVAL & JEANIE L. NOUZOVSKY

CAPITAL AVENUE



LEGAL DESCRIPTION OF PERMANENT EASEMENT

A TRACT OF LAND COMPRISING PART OF LOT THIRTY-ONE (31) GEER SUBDIVISION, IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT THIRTY-ONE (31); THENCE NORTHERLY ALONG THE WEST LINE OF SAID LOT THIRTY-ONE (31) A DISTANCE OF 32.74 FEET; THENCE SOUTHEASTERLY TO A POINT ON THE NORTH LINE OF EAST 20TH STREET, SAID POINT BEING 32.61 FEET EAST OF THE SOUTHWEST CORNER OF SAID LOT THIRTY-ONE (31); THENCE WESTERLY ALONG THE NORTH LINE OF SAID EAST 20TH STREET A DISTANCE OF 32.61 FEET TO THE POINT OF BEGINNING.
SAID TRACT CONTAINS A CALCULATED AREA OF 534 SQUARE FEET OR 0.012 ACRES MORE OR LESS.

LEGAL DESCRIPTION OF TEMPORARY EASEMENT

A TRACT OF LAND COMPRISING PART OF LOT THIRTY-ONE (31) GEER SUBDIVISION, IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT ON THE WEST LINE OF SAID LOT THIRTY-ONE (31) THAT IS 32.74 FEET NORTH OF THE SOUTHWEST CORNER OF SAID LOT THIRTY-ONE (31); THENCE CONTINUING NORTHERLY ALONG THE WEST LINE OF SAID LOT THIRTY-ONE (31) A DISTANCE OF 28.47 FEET; THENCE SOUTHEASTERLY TO A POINT ON THE NORTH LINE OF EAST 20TH STREET, SAID POINT BEING 60.96 FEET EAST OF THE SOUTHWEST CORNER OF SAID LOT THIRTY-ONE (31); THENCE WESTERLY ALONG THE NORTH LINE OF SAID EAST 20TH STREET A DISTANCE OF 28.35 FEET; THENCE NORTHWESTERLY TO THE POINT OF BEGINNING.
SAID TRACT CONTAINS A CALCULATED AREA OF 1,332 SQUARE FEET OR 0.031 ACRES MORE OR LESS.

PERMANENT EASEMENT
TEMPORARY EASEMENT

USER: Inusted
DWG: F:\Projects\011-2347\MUNI Phase 2\Easement Exhibits\112347_ESM107-NOUZOVSKY.dwg
DATE: Mar 27, 2014 4:49pm
XREFS: 112347_Phase 2 PBASE 112347_Phase 2 XBASE

| | | | | |
|----------------------|----------------------------------|--|--|---------|
| PROJECT NO: 011-2347 | CITY OF GRAND ISLAND
EASEMENT | | 201 E. 2ND STREET
PO BOX 1072
GRAND ISLAND, NE 68801
TEL 308.384.8750
FAX 308.384.8752 | EXHIBIT |
| DRAWN BY: LH | | | | A |
| DATE: 03/25/2014 | | | | |



City of Grand Island

Tuesday, August 12, 2014

Council Session

Item E-9

Public Hearing on Acquisition of Drainage Easement for Westgate Drainage District No. 2013-D-4 (MHEC Land Trust, VI)

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

Council Agenda Memo

From: Terry Brown PE, Assistant Public Works Director

Meeting: August 12, 2014

Subject: Public Hearing on Acquisition of Drainage Easement for Westgate Drainage District No. 2013-D-4 (MHEC Land Trust, VI)

Item #'s: E-9 & G-14

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

Background

Drainage Improvement District No. 2013-D-4 was continued by City Council on December 17, 2013.

The District is made up of the north half of Gold Road east to Claude Road and is shown on the attached exhibit. The project consists of running a pipe along Gold Road and outletting to the existing drainage ditch to drain property within the district boundary which currently does not drain.

Nebraska State Statutes stipulate that the acquisition of property requires a public hearing to be conducted with the acquisition approved by the City Council. A drainage easement is needed to accommodate the Westgate Drainage District No. 2013-D-4.

Discussion

This easement will allow for drainage within the district of the Westgate Drainage District No. 2013-D-4. The new easements will be a total of twenty (20) feet wide, as shown on the accompanying drawing.

Alternatives

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

1. Move to approve
2. Refer the issue to a Committee

3. Postpone the issue to future date
4. Take no action on the issue

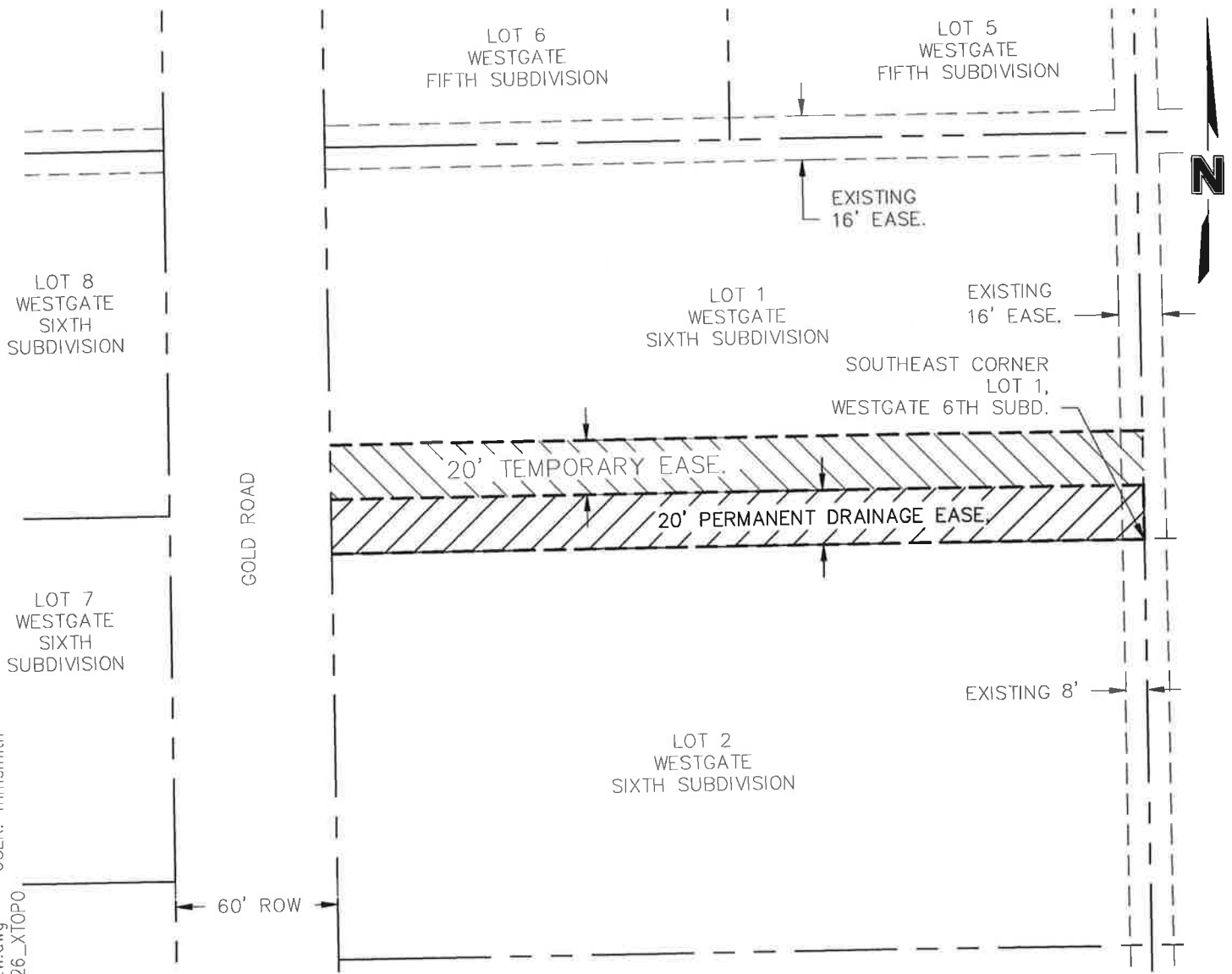
Recommendation

City Administration recommends that the Council conduct a Public Hearing and approve acquisition of the drainage easement for Westgate Drainage District No. 2013-D-4.

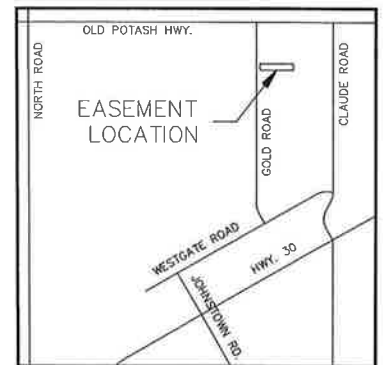
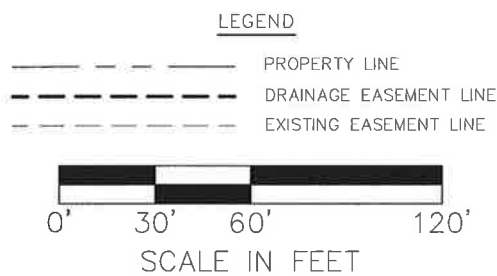
Sample Motion

Move to approve the acquisition of the drainage easement.

DWG: F:\projects\014-0826\BIN\MasterXrefs\0140826_EASMT NEW.dwg
 DATE: Jul 01, 2014 4:42pm
 USER: mmsmith
 XREFS: 0140826_ROW 0140826_XTOPO



LOCATION MAP
NOT TO SCALE



PERMANENT DRAINAGE EASEMENT

A 20' PERMANENT DRAINAGE EASEMENT LOCATED IN PART OF LOT 1, WESTGATE SIXTH SUBDIVISION IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE SOUTH 20 FEET OF LOT 1, WESTGATE SIXTH SUBDIVISION. SAID DRAINAGE EASEMENT CONTAINS A CALCULATED AREA OF 600 SQUARE FEET OR 0.014 ACRES MORE OR LESS.

PROJECT NO: 2014-0826
 DRAWN BY: MMS
 DATE: 06.20.2014

PERMANENT DRAINAGE EASEMENT

MOLSSON
ASSOCIATES®

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

EXHIBIT
A



City of Grand Island

Tuesday, August 12, 2014

Council Session

Item E-10

Public Hearing on Proposed Fiscal Year 2014-2015 City of Grand Island and Community Redevelopment Authority (CRA) Budgets

Staff Contact: Jaye Monter, Finance Director

Council Agenda Memo

From: Jaye Monter, Finance Director

Meeting: August 12, 2014

Subject: Public Hearing on Proposed Budget Fiscal Year 2014-2015
City Of Grand Island and Community Redevelopment
Authority (CRA) Budgets

Item #'s: E-10 & S-1

Presenter(s): Jaye Monter, Finance Director

Background

Budget summary documents have been distributed to City Councilmembers as well as made available to the public at the Grand Island Public Library and on the City Of Grand Island website at www.grand-island.com/2014-15proposedbudget

The public hearing will open August 12, 2014 and conclude with the passage of the 2014-2015 budget on September 9, 2014. All meetings in between August 12, 2014 and September 9, 2014 will be special meetings in order for City Council to take action if necessary.

Discussion

August 12, 2014 will give Council a second opportunity to review the proposed 400 Fund Capital Improvement Projects and first time view of the proposed funding sources. Also presented to Council will be a financial forecast of the future budget years for the General Fund.

At the August 14, 2014 special meeting, Council will review proposed enterprise fund 2014-2015 budgets and have a second opportunity to review and be asked to take action on the 2014-2015 adoption of the fee schedule.

2014-2015
Public Hearing
City of Grand Island & Community
Redevelopment Authority (CRA)
Budgets
8-12-14

2015 Budget Summary

Existing revenue sources and current levels of taxation enable the City to:

- Continue the funding of ICMA public safety recommendations
- Maintain existing or improved levels of service to the community
- Meet State statute regarding employee wage and salary increases
- Address necessary infrastructure maintenance, improvements and construction with a \$9.5 million capital program
- Retire 2009 Various Purpose General Obligation

All while maintaining a strong financial position with adequate cash reserves to function through a three month financial disaster

CITY OF

Grand Island

NEBRASKA

400 Fund Capital Improvement Projects

2015 Proposed Funding Sources

Budget Summary III, page 92-95

| | |
|----------------------------------|-----------|
| Reimburse - Federal Aid Projects | 1,300,311 |
| State Gas Tax Fund | 2,700,000 |
| Bonds - Assessments | 2,150,000 |
| General Fund 2015 Transfer | 700,000 |
| Keno Fund | 300,000 |
| Subtotal | 5,850,000 |
| Cash - Future Projects 2014 | 905,000 |
| Sale of Fire Training Center | 600,000 |
| Sale of One Stop Building | 591,000 |
| Subtotal | 2,096,000 |
| Cash Reserve in 400 Fund | 264,611 |
| | |
| Total Proposed Funding Sources | 9,510,922 |
| | |
| Total 400 Fund Capital Projects | 9,510,922 |

2015 Capital Improvements Budget Summary

| | |
|------------------------|-------------------|
| Streets: | \$6,132,990 |
| Drainage: | \$1,175,000 |
| Parks: | \$1,712,932 |
| Fire/Emergency Center: | \$ 250,000 |
| Info. Tech. Dept: | \$ 40,000 |
| Grand Generation: | \$ 100,000 |
| <u>GITV:</u> | <u>\$ 100,000</u> |

Total Capital Requests: \$9,510,922

- *\$665,000 of capital dollars is mandated*
- *\$2,400,922 of capital dollars is funding Federal Aid projects*
- *\$2,150,000 of capital dollars is assessable*
- *\$1,300,311 is to be reimbursed for Federal Aid projects*

CAPITAL IMPROVEMENT FUND

Budget Summary III, page 92

| | 2011 | 2012 | 2013 | 2014 | 2014 | 2015 |
|---------------------------------|----------------------|----------------------|----------------------|----------------------|------------------------|----------------------|
| | <u>Actual</u> | <u>Actual</u> | <u>Actual</u> | <u>Budget</u> | <u>Forecast</u> | <u>Budget</u> |
| Beginning Cash Balance | 85,760 | 90,942 | 95,698 | 423,401 | 121,678 | 2,542,297 |
| Revenue | 233,660 | 347,079 | 174,595 | 1,519,600 | 145,698 | 1,300,311 |
| Transfers In | 1,051,521 | 2,039,537 | 2,862,336 | 7,429,085 | 9,563,870 | 5,850,000 |
| Total Resources Available | 1,370,941 | 2,477,557 | 3,132,630 | 9,372,086 | 9,831,246 | 9,692,608 |
| Expenditures | 1,037,264 | 2,381,859 | 2,971,864 | 8,312,393 | 7,288,949 | 9,510,922 |
| Transfers Out | 242,736 | - | 39,088 | - | - | - |
| Total Requirements | 1,280,000 | 2,381,859 | 3,010,952 | 8,312,393 | 7,288,949 | 9,510,922 |
| Ending Cash Balance | 90,942 | 95,698 | 121,678 | 1,059,693 | 2,542,297 | 181,686 |
| Unrestricted Cash | 90,942 | 95,698 | 121,678 | 154,693 | 446,297 | 181,686 |
| Restricted Cash-Future Projects | | | | 905,000 | 2,096,000 | |
| | 90,942 | 95,698 | 121,678 | 1,059,693 | 2,542,297 | 181,686 |



2015 Capital Improvements Budget Summary

| | |
|-------------------------|--------|
| Public Works - Streets | 64.5% |
| Public Works - Drainage | 12.4% |
| Parks and Recreation | 18.0% |
| Public Safety and Other | 5.1% |
| | |
| Total | 100.0% |

Future Financial Perspective

Scenario 1 - Baseline

| | 2016 | 2017 | 2018 | 2019 | 2020 |
|---------------------------|-------------|-------------|-------------|-------------|-------------|
| Beginning Cash | 8,067,266 | 6,661,757 | 5,801,201 | 4,072,138 | 2,864,008 |
| Revenue | 42,544,117 | 43,527,191 | 44,533,807 | 46,379,971 | 47,485,720 |
| Personnel Services | 29,640,864 | 30,539,090 | 32,063,588 | 33,034,496 | 34,034,531 |
| Operating Expense | 9,824,298 | 10,119,027 | 10,422,597 | 10,735,275 | 11,057,333 |
| Transfers Out | 1,760,000 | 1,760,000 | 1,760,000 | 1,760,000 | 1,760,000 |
| Department Equipment | 1,410,124 | 1,452,427 | 1,496,000 | 1,540,880 | 1,587,106 |
| Debt Pymts-Library/HEC | 1,314,341 | 517,204 | 520,684 | 517,450 | 522,484 |
| Total Appropriations | 43,949,626 | 44,387,748 | 46,262,869 | 47,588,101 | 48,961,455 |
| Appropriations % Increase | | 1.0% | 4.2% | 2.9% | 2.9% |
| Ending Cash | 6,661,757 | 5,801,201 | 4,072,138 | 2,864,008 | 1,388,274 |
| % of Expenses | 17% | 14% | 10% | 7% | 3% |

Assumptions: No Tax Rate Increases

Does not include \$1.6M Food & Beverage Occupation Tax Revenue

3% Revenue Growth in all years.

80% MEF 2016, 60% MEF 2017, 40% MEF 2018, 20% MEF 2019, MEF revenue equal to zero in 2020

6% Personnel Services Growth in 2016 & 2017, 8% increase in 2018, 2019 & 2020

No Additional Employees

3% Operating Expense Growth in all years

3% General Fund Capital Department Equipment Growth in all years

Debt payments based on existing payment schedule. No debt service mill levy required in 2019

Future Planning



Potential Capital Projects

- 50-year-old Fire Station #2
- Alternative 911 Center
- Improve ISO rating with fire training tower addition
- 20-year-old Island Oasis
- Complete development of Veteran's Athletic fields
- Fieldhouse turf replacement
- Downtown redevelopment
- Cemetery expansion
- G.I. Veterans Home acquisition and redevelopment
- Grandeur vision action plan

CITY OF

Grand Island

NEBRASKA

Summary



City of Grand Island

Tuesday, August 12, 2014

Council Session

Item G-1

Approving Minutes of July 22, 2014 City Council Regular Meeting

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING

July 22, 2014

Pursuant to due call and notice thereof, a Regular Meeting of the City Council of the City of Grand Island, Nebraska was conducted in the Council Chambers of City Hall, 100 East First Street, on July 22, 2014. Notice of the meeting was given in *The Grand Island Independent* on July 17, 2014.

Mayor Jay Vavricek called the meeting to order at 7:00 p.m. The following City Council members were present: Kent Mann, Linna Dee Donaldson, Mitch Nickerson, John Gericke, Mark Stelk, Mike Paulick, and Vaughn Minton. Councilmembers Chuck Haase, Julie Hehnke, and Peg Gilbert were absent. The following City Officials were present: City Administrator Mary Lou Brown, City Clerk RaNae Edwards, Treasurer and Finance Director Jaye Monter, City Attorney Robert Sivick, and City Engineer and Public Works Director John Collins.

INVOCATION was given by Pastor Edgar Schambach, St. Pauls Lutheran Church, 1515 South Harrison Street followed by the PLEDGE OF ALLEGIANCE.

Mayor Vavricek introduced Community Youth Council member Jerome Campbell and board member Craig Garrett.

PRESENTATIONS AND PROCLAMATIONS:

Proclamation Nebraska State Fair 1868 Foundation “Blue Ribbon Roll Out Week” August 3 - 9, 2014. Mayor Vavricek proclaimed the week of August 3 – 9, 2014 as “Blue Ribbon Roll Out Week”. Executive Director Lindsey Koepke of the Nebraska State Fair 1868 Foundation was present to receive the proclamation and thanked the community for their support.

Recognition of “You Auto Love It Downtown”, Saturday, August 2, 2014. Mayor Vavricek recognized the 9th Annual Grand Theatre Custom & Classic Car Show to be held downtown on Saturday, August 2, 2014. Craig Hand was present to receive the recognition certificate and commented on the car show and the Grand Theatre projects.

Proclamation “Grander Vision” July 31, 2014. Mayor Vavricek proclaimed July 31, 2014 as “Grander Vision” day in the City of Grand Island. County Board Supervisor Pam Lancaster commented on the visioning study and planning the future for Grand Island, Alda, Cairo, Doniphan, Wood River and Hall County. She encouraged everyone to fill out the Grander Vision survey.

Certificate of Appreciation to Tom Dinsdale, Sponsor and Organizer of the Annual Thunder on the Loup – Saturday, August 2nd and Sunday, August 3rd, 2014. Mayor Vavricek and the City Council recognized Tom Dinsdale for his efforts in sponsoring and organizing the annual Thunder on the Loup. Mr. Dinsdale was present for the recognition.

PUBLIC HEARINGS:

Public Hearing on Acquisition of Utility Easement located at 3051 South Locust Street (Heritage Hospitality, Inc.). Utilities Director Tim Luchsinger reported that acquisition of a utility easement located at 3051 South Locust Street was needed in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers. The

easement would be used to allow for construction of a hotel, construction of new cable, conduit, and a pad-mounted transformer to provide electricity to the new building. Staff recommended approval. No public testimony was heard.

Public Hearing on Acquisition of Utility Easement located at 940 Allen Drive (Ames Development, LLC). Utilities Director Tim Luchsinger reported that acquisition of a utility easement located at 940 Allen Drive was needed in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers. The easement would be used to locate cable, conduit, and a pad-mounted transformer to provide electrical service to the new business. Staff recommended approval. No public testimony was heard.

ORDINANCE:

#9493 - Consideration of Authorizing Clean Water State Revolving Fund Loan. Finance Director Jaye Monter reported that on June 10, 2014, a public hearing was held and Resolution 2014-162 was approved by Council in support of receiving up to \$40,000,000 in Clean Water State Revolving Fund (CWSRF) loans administered by the Nebraska Department of Environmental Quality (NDEQ) to continue Sanitary Sewer Collection System and Wastewater Treatment Plant Improvement.

Motion by Nickerson, second by Gericke to approve Ordinance No. 9493 on first reading only. Upon roll call vote, all voted aye. Motion adopted.

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

Approving Minutes of July 8, 2014 City Council Regular Meeting.

Approving Minutes of July 14, 2014 City Council Joint Health Meeting.

Approving Minutes of July 15, 2014 City Council Study Session.

Approving Re-Appointments of Mike Spilinek, Donald Skeen, and Steve Grubbs to the Building Code Advisory Board.

Approving Re-Appointments of Anita Lewandowski-Brown and Jacinto Corona to the Community Development Advisory Board.

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

#2014-193 - Approving Final Plat and Subdivision Agreement for S. R. N. Subdivision. It was noted that B.D.N. Farm Enterprises Preferred, LLC, owner, had submitted the Final Plat and Subdivision Agreement for S. R. N. Subdivision for the purpose of creating 1 lot located east of Shady Bend Road and south of Stolley Park Road consisting of 3.00 acres.

#2014-194 - Approving Final Plat and Subdivision Agreement for Woodland Park 15th Subdivision. It was noted that Hastings Ventures LLC, owner, had submitted the Final Plat and Subdivision Agreement for Woodland Park 15th Subdivision for the purpose of creating 12 lots located east of Independence Avenue and south of Iowa Avenue consisting of 5.27 acres.

#2014-195 - Approving Acquisition of Utility Easement located at 3051 S. Locust Street (Heritage Hospitality, Inc.).

#2014-196 - Approving Acquisition of Utility Easement located at 940 Allen Drive (Ames Development, LLC).

#2014-197 - Approving Lynn Mayhew as Delegate to the 2014 Annual Meeting of Western Fuels Association, Inc.

#2014-198 - Approving Change Order #1 to Water System Master Plan with HDR of Omaha, Nebraska for an Increase of \$13,470.00 and a Revised Contract Amount of \$79,885.00.

#2014-199 - Approving Authorization for Emergency Sanitary Sewer Repairs in the Alley between Custer Avenue & Howard Avenue; From College Street to Forrest Street with The Diamond Engineering Company of Grand Island, NE in an Amount of \$29,570.96.

#2014-200 - Approving Change Order #1 for Vinyl Sea Wall Construction at Sucks Lake with Inland Marine Construction, Inc. of Nebraska City, NE for an Increase of \$2,086.00 and a Revised Contract Amount of \$82,936.00.

RESOLUTIONS:

#2014-201 - Consideration of FTE Amendment for the Wastewater Treatment Plant. Public Works Director John Collins reported that due to the improvements at the Wastewater Treatment Plant it was recommended that staffing levels and skill sets to meet the current and projected needs be changed. Proposed were the addition of a Wastewater Operator I/II and the elimination of the Senior Equipment Operator, with no net change in the number of Wastewater FTEs.

Motion by Donaldson, second by Stelk to approve Resolution #2014-201. Upon roll call vote, all voted aye. Motion adopted.

#2014-202 – Consideration of Approving the City of Grand Island Acclamation as “The State Fair City”. Mayor Vavricek stated in light of the huge community investment, involvement and support of the Nebraska State Fair, it was recommended our community honor our unique involvement and partnership with the State Fair and designate Grand Island as “The State Fair City” from the commencement of the Nebraska State Fair 1868 Foundation Rollout thru the duration of each year’s State Fair.

Nebraska State Fair Executive Director Joseph McDermott, 4117 Fleetwood Road spoke in support. He thanked City staff and the volunteers for all their support. Mentioned were the activities and exhibits for the 2015 State Fair.

Motion by Gericke, second by Minton to approve Resolution #2014-202. Upon roll call vote, all voted aye. Motion adopted.

PAYMENT OF CLAIMS:

Motion by Donaldson, second by Mann to approve the Claims for the period of July 9, 2014 through July 22, 2014, for a total amount of \$6,259,901.12. Unanimously approved.

ADJOURN TO EXECUTIVE SESSION: Motion by Minton, second by Paulick to adjourn to Executive Session at 7:45 p.m. for the purpose of a strategy session with respect to negotiations with AFSME. Unanimously approved.

RETURN TO REGULAR SESSION: Motion by Stelk, second by Gericke to return to Regular Session at 8:11 p.m. Unanimously approved.

ADJOURNMENT: The meeting was adjourned at 8:11 p.m.

RaNae Edwards
City Clerk



City of Grand Island

Tuesday, August 12, 2014

Council Session

Item G-2

Approving Minutes of July 29, 2014 City Council Special Meeting/Study Session

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL SPECIAL MEETING/STUDY SESSION
July 29, 2014

Pursuant to due call and notice thereof, a Study Session of the City Council of the City of Grand Island, Nebraska was conducted in the Council Chambers of City Hall, 100 East First Street, on July 29, 2014. Notice of the meeting was given in the *Grand Island Independent* on July 23, 2014.

Mayor Jay Vavricek called the meeting to order at 7:00 p.m. The following Councilmembers were present: Vaughn Minton, Mike Paulick, Mark Stelk, John Gericke, Peg Gilbert, Mitch Nickerson, Linna Dee Donaldson, Chuck Haase, Julie Hehnke, and Kent Mann. The following City Officials were present: City Administrator Mary Lou Brown, Assistant to the City Administrator Nicki Stoltenberg, City Treasurer and Finance Director Jaye Monter, City Attorney Robert Sivick, and City Engineer and Public Works Director John Collins.

INVOCATION was given by Community Youth Council member Jimmy Riley followed by the PLEDGE OF ALLEGIANCE.

Mayor Vavricek introduced Community Youth Council member Jimmy Riley.

ORDINANCE:

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

#9493 - Consideration of Authorizing Clean Water State Revolving Fund Loan (Second and Final Reading)

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

Motion by Haase, second by Paulick to approve Ordinance #9493 on second and final reading.

Assistant to the City Administrator: Ordinance #9493 on second and final passage. All those in favor of the passage of this ordinance on second and final passage, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

Mayor Vavricek: By reason of the roll call votes on second reading and then upon final passage, Ordinance #9493 is declared to be lawfully adopted upon publication as required by law.

Mayor Vavricek recessed the Special Meeting and opened the Study Session at 7:09 p.m.

STUDY SESSION

SPECIAL ITEMS:

Presentation of Enhanced Employment Area. Regional Planning Director Chad Nabity reported that Enhanced Employment Areas (EEA) were created by the Nebraska Unicameral in 2007 with the passage of LB 562 and modified by LB 474 in 2014. Cities have the authority to create EEAs and levy occupation taxes within those areas for specific purposes and under specific conditions.

Mr. Nabity explained that an EEA is an area of 600 acres or less declared by an Authority or by the City Council. If it is located in a Blighted and Substandard area the CRA can make the declaration. If it is not in a Blighted and Substandard area the City Council may declare an area an EEA if the owners of the property show that they will make an investment of \$1,000,000 in the property and create 15 additional full time equivalent jobs in that area.

The benefits of an EEA are the ability to issue and sell revenue bonds and levy an occupation tax on the businesses within the district to pay for development/redevelopment costs. Revenue bonds issued are not counted as part of the City's general obligation debt, bonds can be issued or certified upon completion of the agreed upon improvements and EEA allows revitalization of targeted areas of the community. Reviewed were the items that an EEA bond could pay for.

The occupation tax would be an extra sales tax on all retail transactions unless otherwise exempted per statute. Typically this would not exceed 1% of \$1 on a \$100 purchase. The occupation tax would have to be agreed to by the owners of the property, the businesses within the EEA and the City Council.

Explained were the following risks to the City: possible litigation with businesses that were not remitting the occupation tax to the City and the creation of additional commercial space that could be leased at a rate lower than current market rate which might impact the marketability and rates for existing commercial property.

The benefits to the developer were an income stream from customers who choose to do business at that location which could help offset costs of the redevelopment. Also an increased ability to garner financing because of multiple sources of income generation and the ability to lease the property more aggressively to get favored tenants by offering better lease rates.

The risks to the developer mentioned were consumers may choose to do business in other places to avoid paying the additional tax. Also existing tenants might choose to relocate in a different commercial area to avoid collecting the additional tax and bonds.

Mr. Nabity explained the process of seeking an EEA if Council elected to develop an area. He stated multiple areas could be created.

Cindy Johnson with the Grand Island Chamber of Commerce, 309 West 2nd Street commented on the benefits and incentives of an EEA.

Mayor Vavricek adjourned the Study Session and reconvened the Special Meeting at 8:12 p.m.

ADJOURN TO EXECUTIVE SESSION: Motion by Gilbert, second by Paulick to adjourn to Executive Session at 8:12 p.m. for the purpose of a strategy session with respect to threatened litigation. Unanimously approved.

RETURN TO REGULAR SESSION: Motion by Gilbert, second by Paulick to return to Regular Session at 9:13 p.m. Unanimously approved.

ADJOURNMENT: The meeting was adjourned at 9:13 p.m.

Nicki Stoltenberg
Assistant to the City Administrator



City of Grand Island

Tuesday, August 12, 2014

Council Session

Item G-3

Approving Appointment of Jerry Huismann to the Regional Planning Commission

Mayor Vavricek has submitted the appointment of Jerry Huismann to the Regional Planning Commission to replace Craig Vincent who resigned. This appointment will become effective immediately upon approval by the City Council and will expire on October 31, 2016.

Staff Contact: Mayor Jay Vavricek



City of Grand Island

Tuesday, August 12, 2014

Council Session

Item G-4

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

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

Staff Contact: Mayor Jay Vavricek

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

ATTORNEYS AT LAW

ESTABLISHED IN 1929

104 N. WHEELER STREET
P.O. BOX 790
GRAND ISLAND, NE 68802
(308) 382-1930

FAX # (308) 382-5521
www.gilawfirm.com

D. STEVEN LEININGER
BRUCE I. SMITH
MICHAEL L. JOHNSON
AREND R. BAACK
DANIEL M. PLACZEK
CATHLEEN H. ALLEN
BRANDON S. CONNICK
TANYA J. HANSEN
TIMOTHY G. HRUZA
ANDREW D. HANQUIST

OFFICE AT SUPERIOR:

145 EAST 4TH STREET
P.O. BOX 186
SUPERIOR, NE 68978
(402) 879-3251

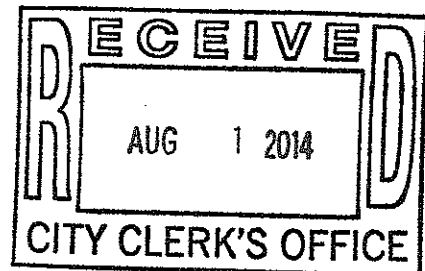
A.J. LUEBS (1903-1996)

July 31, 2014

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

Re: Fonner Park Exposition and Events Center, Inc.

COPY



Dear Mayor Vavricek:

Please have the City Clerk of the City of Grand Island, Nebraska ("the City") place the following matter on the agenda of the meeting of the City Council of the City scheduled for August 12, 2014:

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

Hall County Livestock Improvement Association ("Fonner Park") held its annual meeting on July 30, 2014, one (1) of the purposes of which was to elect directors of Fonner Park Exposition and Events Center, Inc. ("Heartland").

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

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

- (1) You, as the Mayor of the City, nominate one (1) member of the Board of Directors of Heartland and your nominee shall be elected; and
- (2) The election of your nominee and the remaining four (4) directors as the members of the Board of Directors of Heartland is submitted to the City Council of the City for ratification.

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

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

Ed Armstrong

The following four (4) directors were also elected:

Jim Cannon
Steve Dowding
Barry Sandstrom
Roger Luebbe

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

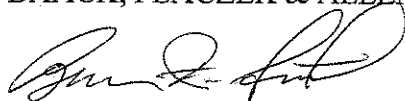
You also appointed Peg Gilbert to act as a liaison representative to Heartland on behalf of the City Council of the City.

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

Thank you for your time and consideration.

Sincerely,

LEININGER, SMITH, JOHNSON,
BAACK, PLACZEK & ALLEN



BRUCE I. SMITH
BIS/par

cc: ✓Ms. RaNae Edwards, City Clerk
Mr. Hugh Miner, Jr.

43-4/479261



City of Grand Island

Tuesday, August 12, 2014

Council Session

Item G-5

#2014-203 - Approving Acquisition of Utility Easement - 823 East 4th Street - Blender, LLC

This item relates to the aforementioned Public Hearing item E-5.

Staff Contact: Tim Luchsinger, Utilities Director

RESOLUTION 2014-203

WHEREAS, a public utility easement is required by the City of Grand Island from Blender, LLC, to survey, construct, inspect, maintain, repair, replace, relocate, extend, remove, and operate thereon, public utilities and appurtenances, including lines and transformers; and;

WHEREAS, a public hearing was held on August 12, 2014, for the purpose of discussing the proposed acquisition of a twenty foot wide easement located in the City of Grand Island, Hall County, Nebraska; and more particularly described as follows:

Beginning at a point on the southerly line of Fourth Street, being fifteen and forty nine hundredths (15.49) feet southwesterly of the Northwest corner of Lot Five (5), Block Eighteen (18), Evan's Addition to the City of Grand Island, Hall County, Nebraska; thence northeasterly along the southerly line of said Fourth Street, a distance of twenty (20.0) feet; thence southeasterly and parallel with the westerly line of said Lot Five (5), Block Eighteen (18), and its extension, a distance of one hundred forty eight (148.0) feet to a point on the northerly line of Lot Six (6), Block Eighteen, said Evan's Addition; thence northeasterly along the northerly line of Lot Six (6), Lot Seven (7), Lot Eight (8), and Lot Nine (9), all of Block Eighteen (18), said Evan's Addition, a distance of one hundred fifty eight (158.0) feet; thence southeasterly, parallel with the westerly line of said Lot Nine (9), Block Eighteen (18), a distance of twenty (20.0) feet; thence southwesterly, parallel with northerly line of said Lot Six (6), Lot Seven (7), Lot Eight (8), and Lot Nine (9), all of Block Eighteen (18), a distance of one hundred fifty eight (158.0) feet; thence southeasterly, parallel with the westerly line of said Lot Six (6), Block Eighteen (18), a distance of twenty (20.0) feet; thence southeasterly, parallel with the northerly line of said Lot Six (6), Block Eighteen (18), and its extension, a distance of twenty (20.0) feet; thence northwesterly, parallel with the westerly line of said Lot Five (5), Lot Six (6), and its extension, all of Block Eighteen (18), a distance of one hundred eighty eight (188.0) feet to a point on the southerly line of said Fourth Street being the said Point of Beginning.

The above-described easement and right-of-way containing 0.16 acres, more or less, as shown on the plat dated 7/18/2014, 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 Blender, LLC, on the above-described tract of land.

- - -

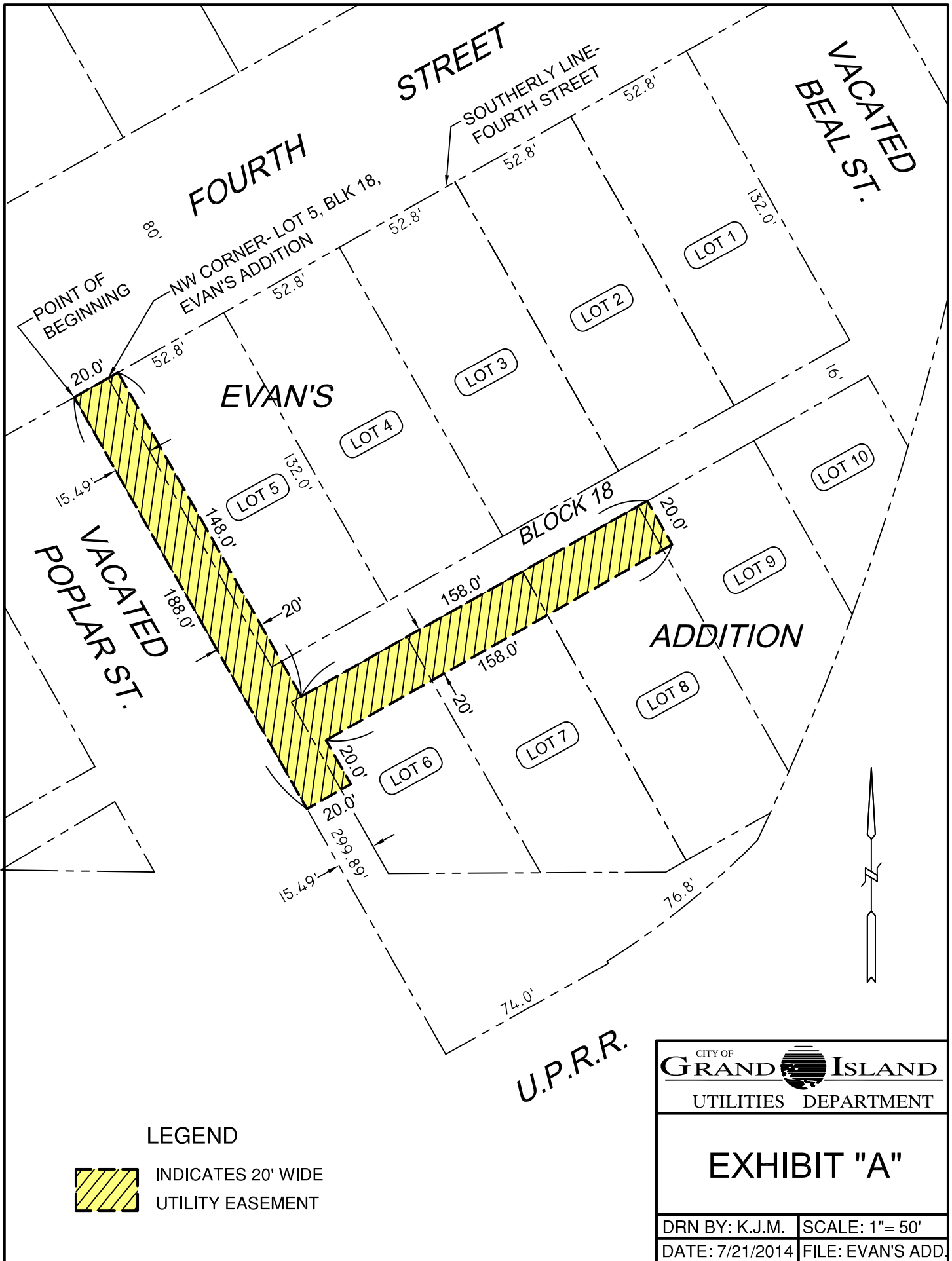
| | |
|---------------------|---------------|
| Approved as to Form | by _____ |
| August 11, 2014 | City Attorney |

Adopted by the City Council of the City of Grand Island, Nebraska August 12, 2014.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk





City of Grand Island

Tuesday, August 12, 2014

Council Session

Item G-6

#2014-204 - Approving Acquisition of Utility Easement - 2211 S. Locust Street - Fugate

This item relates to the aforementioned Public Hearing item E-6.

Staff Contact: Tim Luchsinger, Utilities Director

RESOLUTION 2014-204

WHEREAS, a public utility easement is required by the City of Grand Island from J. Larry Fugate, as Trustee of the J. Larry Fugate Revocable Trust, to survey, construct, inspect, maintain, repair, replace, relocate, extend, remove, and operate thereon, public utilities and appurtenances, including lines and transformers; and;

WHEREAS, a public hearing was held on August 12, 2014, for the purpose of discussing the proposed acquisition of a twenty foot wide easement located in the City of Grand Island, Hall County, Nebraska; and more particularly described as follows:

The northerly twenty (20.0) feet of the easterly one hundred sixty (160.0) feet of Lot Five (5), Burch Subdivision, in the City of Grand Island, Hall County, Nebraska.

The above-described easement and right-of-way containing 0.073 acres, more or less, as shown on the plat dated 7/28/2014, 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 J. Larry Fugate, as Trustee of the J. Larry Fugate Revocable Trust, on the above-described tract of land.

- - -

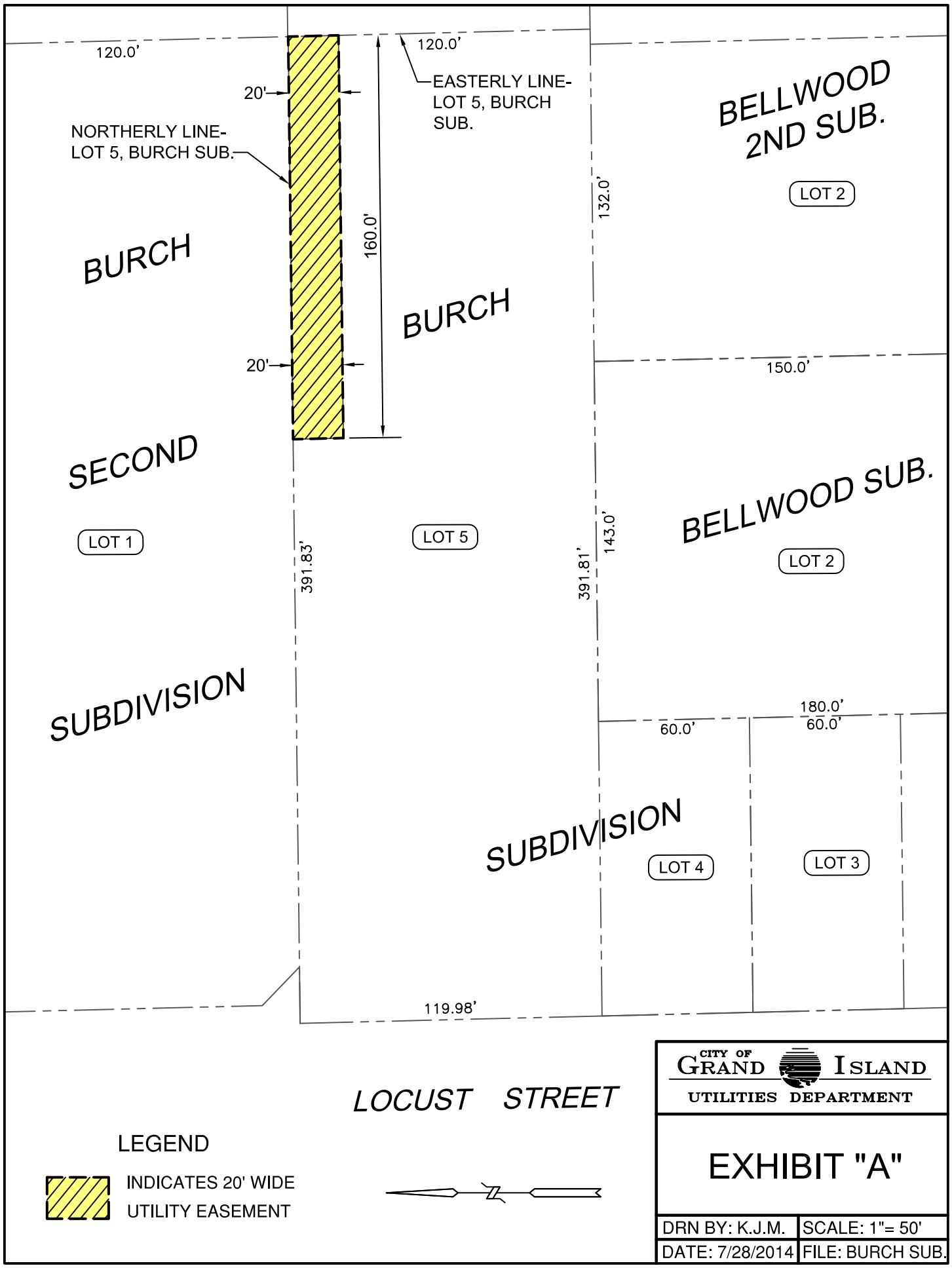
Adopted by the City Council of the City of Grand Island, Nebraska August 12, 2014.


Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

| | |
|---------------------|-----------------|
| Approved as to Form | ☐ _____ |
| August 11, 2014 | ☐ City Attorney |



| | |
|--|------------------------------------|
| CITY OF GRAND ISLAND

UTILITIES DEPARTMENT | |
| <h2>EXHIBIT "A"</h2> | |
| DRN BY: K.J.M.
DATE: 7/28/2014 | SCALE: 1"= 50'
FILE: BURCH SUB. |



City of Grand Island

Tuesday, August 12, 2014

Council Session

Item G-7

#2014-205 - Approving Bid Award - Cooling Tower Stacks and Fan Blades at Platte Generating Station

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

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

Meeting Date: August 12, 2014

Subject: Cooling Tower Stacks and Fan Blades

Item #'s: G-7

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

Background

A cooling tower is utilized by the circulating water system which condenses the steam exiting the turbine generating unit at the Platte Generating Station. The cooling tower fan blades and the fan stacks are made of fiberglass and require periodic replacement due to erosion, aging and UV deterioration. PGS staff prepared specifications to replace the fan blades and four of the five stacks on the cooling tower; the fifth stack having been replaced in 2013. Bidders were also allowed to bid various alternatives on the components that had the potential to be more cost effective replacements or improvements.

Discussion

The specifications for the Cooling Tower Stacks and Fan Blades were advertised and issued for bid in accordance with the City Purchasing Code. Bids were publicly opened on July 31, 2014. The engineer's estimate for this project was \$441,000.00.

| Bidder | Bid Price | Adjustments | Adjusted Bid Price |
|------------------------------|---------------|---------------|--------------------|
| EvapTech, Inc. | \$ 244,505.00 | -\$ 40,039.00 | \$ |
| 204,466.00 | | | |
| Lenexa, KS | | | |
| Cooling Tower Depot | \$ 215,180.00 | \$ 8,458.00 | \$ 223,638.00 |
| Golden, CO | | | |
| Midwest Cooling Towers, Inc. | \$ 217,592.66 | \$ 8,381.24 | \$ 225,973.90 |
| Chickasha, OK | | | |
| International Cooling Tower | \$ 290,892.00 | 0\$ | \$ 290,892.00 |
| Edmonton, AB Canada | | | |

The bids were reviewed by plant engineering staff. Adjustments were made to each of the proposals to derive an equitable comparison of the bid pricing as related to the options that were provided by the bidders. The bids were then adjusted based on the provision of the same style of fan blades and the same design for the stacks, resulting in the adjusted bid pricing reflected above. The bid from EvapTech was adjusted to allow for an equitable comparison of fan cone options. EvapTech, Inc., as the lowest compliant bidder, was found compliant with the specifications and was priced less than the engineer's estimate.

Alternatives

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

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

Recommendation

City Administration recommends that Council award the contract for the Cooling Tower Stacks and Fan Blades to EvapTech, Inc., of Lenexa, Kansas, as the low responsive bidder, with the bid in the amount of \$204,466.00.

Sample Motion

Move to approve the bid in the amount of \$204,466.00 from EvapTech, Inc., for the Cooling Tower Stacks and Fan Blades.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: July 31, 2014 at 2:00 p.m.
FOR: Cooling Tower Stacks and Fan Blades
DEPARTMENT: Utilities
ESTIMATE: \$441,000.00
FUND/ACCOUNT: 520
PUBLICATION DATE: July 9, 2014
NO. POTENTIAL BIDDERS: 5

SUMMARY

| | | |
|-----------------------------------|---|--|
| Bidder: | <u>International Cooling Tower</u>
Edmonton, AB Canada | <u>Cooling Tower Depot</u>
Golden, CO |
| Bid Security: | The Hartford Fire Ins. Co. | Argonaut Insurance Co. |
| Exceptions: | None | Noted |
| Bid Price: | | |
| Material: | \$198,000.00 | \$164,596.00 |
| Labor: | \$ 79,000.00 | \$ 39,062.00 |
| Sales Tax: | <u>\$ 13,892.00</u> | <u>\$ 11,522.00</u> |
| Total Bid: | <u>\$290,892.00</u> | <u>\$215,180.00</u> |
| Option 1 – New | | |
| Fan Hub Assembly: Included | | \$3,466.00 per cell |

| | | |
|----------------------|--|------------------------------|
| Bidder: | <u>Midwest Cooling Towers, Inc.</u> | <u>EvapTech, Inc.</u> |
| | Chickasha, OK | Lenexa, KS |
| Bid Security: | Capitol Indemnity Corp. | Western Surety Co. |
| Exceptions: | None | None |

| | | |
|-------------------|---------------------------|----------------------------|
| Bid Price: | | |
| Material: | \$162,068.89 | \$178,630.00 |
| Labor: | \$ 45,913.56 | \$ 53,370.00 |
| Sales Tax: | <u>\$ 9,610.21</u> | <u>\$ 12,505.00</u> |
| Total Bid: | \$217,592.66 | \$244,505.00 |

| | | |
|--|--|---------------------|
| Option 1 – New | | |
| Fan Hub Assembly: \$5,720.91 each | | \$235,487.00 |

| | | |
|-----|------------------------------------|---------------------------------------|
| cc: | Tim Luchsinger, Utilities Director | Bob Smith, Assist. Utilities Director |
| | Mary Lou Brown, City Administrator | Jaye Monter, Finance Director |
| | Stacy Nonhof, Purchasing Agent | Pat Gericke, Utilities Admin. Assist. |
| | Karen Nagel, Utility Secretary | Darrell Dorsey, PGS |

P1745

RESOLUTION 2014-205

WHEREAS, the City of Grand Island invited sealed bids for Cooling Tower Stacks and Fan Blades at Platte Generating Station, according to plans and specifications on file with the Utilities Department; and

WHEREAS, on July 31, 2014, bids were received, opened and reviewed; and

WHEREAS, EvapTech, Inc., of Lenexa, Kansas, 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 \$204,466.00; and

WHEREAS, the bid of EvapTech, Inc., is less than the estimate for the Cooling Tower Stacks and Fan Blades.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of EvapTech, Inc., in the amount of \$204,466.00, for Cooling Tower Stacks and Fans Blades, is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 12, 2014.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

| | |
|---------------------|-----------------|
| Approved as to Form | ▣ _____ |
| August 11, 2014 | ▣ City Attorney |



City of Grand Island

Tuesday, August 12, 2014

Council Session

Item G-8

#2014-206 - Approving Bid Award - Precipitator, Bottom Ash and Boiler Industrial Cleaning - Fall 2014 Outage at Platte Generating Station

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

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

Meeting Date: August 12, 2014

Subject: Precipitator, Bottom Ash and Boiler Industrial Cleaning at
Platte Generating Station – Fall 2014 Outage

Item #'s: G-8

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

Background

The electrostatic precipitator at the Platte Generating Station is the air quality control equipment used to remove coal ash particulates from the plant's boiler flue gas stream. Proper performance of this equipment is required as part of the plant's operating permit. Due to volume and characteristics of the coal ash, the precipitator must be grit blasted twice a year to remove ash build-up to allow the plant to remain below permitted emission levels. In addition to maintaining performance, removal of the ash deposits also allows an inspection of the precipitator internal surfaces and components.

The next outage is scheduled for October of this year. Specifications were developed by the plant maintenance staff for the removal of ash deposits throughout the precipitator and boiler including grit blasting of the electrostatic precipitator, bulk vacuuming of the associated ductwork and hoppers, blasting deposits from boiler tubing and high pressure water wash of the bottom ash system.

Discussion

The specifications for the Precipitator, Bottom Ash and Boiler Industrial Cleaning - Fall 2014 Outage were advertised and issued for bid in accordance with the City Purchasing Code. Bids were publicly opened on July 15, 2014. Specifications were sent to five potential bidders and responses were received as listed below. The engineer's estimate for this project was \$125,000.00.

| | Precipitator
Cleaning | Explosive
Deslagging | Vacuum
Service | Adjusted
Pricing | High Pressure
Water Blast |
|--|--------------------------|-------------------------|------------------------------|---------------------|------------------------------|
| Meylan Enterprises, Omaha, Nebraska | | | | | |
| Materials | \$ 2,580.00 | \$15,800.00 | \$24,000.00 | -\$12,000.00 | \$ 9,000.00 |
| Labor | \$27,575.00 | \$13,200.00 | \$35,350.00 | -\$17,675.00 | \$13,950.00 |
| Subtotal | \$30,155.00 | \$29,000.00 | \$59,350.00 | -\$29,675.00 | \$22,950.00 |
| Sales Tax | \$ 2,110.85 | \$ 2,030.00 | \$ 4,154.50 | -\$ 2,077.25 | \$ 1,606.50 |
| Total Bid with Tax | \$151,356.85 | | Adjusted \$119,604.60 | | |

| | | | | | |
|--|---------------------|-------------|-------------|-----|-------------|
| W-S Industrial Services, Inc., Council Bluffs, Iowa | | | | | |
| Materials | \$39,186.24 | \$46,422.00 | \$24,943.20 | --- | \$20,299.20 |
| Labor | \$16,740.00 | \$ 3,840.00 | \$19,794.00 | --- | \$11,130.00 |
| Subtotal | \$55,926.24 | \$50,262.00 | \$44,737.20 | --- | \$31,429.20 |
| Sales Tax | \$ 3,914.83 | \$ 3,518.34 | \$ 3,131.60 | --- | \$ 2,200.04 |
| Total Bid with Tax | \$195,119.45 | | | | |

The bids were reviewed by plant engineering staff. The bid from Meylan Enterprises had an error in the Vacuum Service portion of the bid in which the bid cost was doubled. This error was reviewed with the vendor, and Meylan Enterprises submitted a correction on the base bid for that portion of the work, with a subtotal of \$29,675.00. The tax amount would be \$2,077.25. This brings the corrected bid from Meylan down to a total with tax, of \$119,604.60.

The bidders listed no exceptions to the specifications. The bid from Meylan Enterprises, Inc. is compliant with specifications and as adjusted, is less than the engineer's estimate.

Alternatives

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

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

Recommendation

City Administration recommends that the Council award the Contract for Precipitator, Bottom Ash and Boiler Industrial Cleaning at Platte Generating Station - Fall 2014 Outage, to Meylan Enterprises, Inc., of Omaha, Nebraska, as the low responsive bidder, with the total bid price (including taxes), of \$119,604.60.

Sample Motion

Move to approve the bid (including taxes) of \$119,604.60, from Meylan Enterprises, Inc., for the Precipitator, Bottom Ash and Boiler Industrial Cleaning during the fall 2014 Outage at Platte Generating Station.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: July 15, 2014 at 2:00 p.m.

FOR: Precipitator, Bottom Ash & Boiler Industrial
Cleaning – Fall 2014 Outage

DEPARTMENT: Utilities

ESTIMATE: \$125,000.00

FUND/ACCOUNT: 520

PUBLICATION DATE: June 30, 2014

NO. POTENTIAL BIDDERS: 5

SUMMARY

Bidder: Meylan Enterprises
Omaha, NE

Bid Security: Universal Surety Co.

Exceptions: None

| Bid Price: | Precipitator Abrasive
Cleaning | Explosive
Deslagging | Vacuum
Service | HP Wash/Water
Blasting |
|-----------------------|---|---------------------------------|---------------------------|-----------------------------------|
| Material: | \$ 2,580.00 | \$15,800.00 | \$24,000.00 | \$ 9,000.00 |
| Labor: | \$27,575.00 | \$13,200.00 | \$35,350.00 | \$13,950.00 |
| Sales Tax: | <u>\$ 2,110.85</u> | <u>\$ 2,030.00</u> | <u>\$ 4,154.50</u> | <u>\$ 1,606.50</u> |
| Total Base Bid | \$151,356.85 | | | |

Bidder: W-S Industrial Services, Inc.
Council Bluffs, IA
Bid Security: **Merchants Bonding Co.**
Exceptions: None

Bid Price:

| | Precipitator Abrasive
Cleaning | Explosive
Deslagging | Vacuum
Service | HP Wash/Water
Blasting |
|-----------------------|---|---------------------------------|---------------------------|-----------------------------------|
| Material: | \$39,186.24 | \$46,422.00 | \$24,943.20 | \$20,299.20 |
| Labor: | \$16,740.00 | \$ 3,840.00 | \$19,794.00 | \$11,130.00 |
| Sales Tax: | <u>\$ 3,914.83</u> | <u>\$ 3,518.34</u> | <u>\$ 3,131.60</u> | <u>\$ 2,200.04</u> |
| Total Base Bid | \$195,119.45 | | | |

cc: Tim Luchsinger, Utilities Director
Mary Lou Brown, City Administrator
Stacy Nonhof, Purchasing Agent
Karen Nagel, Utilities Secretary

Bob Smith, Assist. Utilities Director
Jaye Monter, Finance Director
Pat Gericke, Utilities Admin. Assist.
Darrell Dorsey, PGS Superintendent

P1743

RESOLUTION 2014-206

WHEREAS, the City of Grand Island invited sealed bids for Precipitator, Bottom Ash and Boiler Industrial Cleaning at Platte Generating Station – Fall 2014 Outage, according to plans and specifications on file with the Utilities Department; and

WHEREAS, July 15, 2014, bids were received, opened and reviewed; and

WHEREAS, Meylan Enterprises of Omaha, 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 \$119,604.60; and

WHEREAS, the bid of Meylan Enterprises is less than the estimate for the Precipitator, Bottom Ash and Boiler Industrial Cleaning at Platte Generating Station – Fall 2014 Outage.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Meylan Enterprises, in the amount of \$119,604.60, for Precipitator, Bottom Ash and Boiler Industrial Cleaning at Platte Generating Station – Fall 2014 Outage, is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 12, 2014.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

| | |
|---------------------|-----------------|
| Approved as to Form | ☐ _____ |
| August 11, 2014 | ☐ City Attorney |



City of Grand Island

Tuesday, August 12, 2014

Council Session

Item G-9

#2014-207 - Approving Bid Award - 2015 Complete Hook Lift Truck with Dump Body and Platform/Water Tank and Pump (Unit #1207) for Platte Generating Station

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

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

Meeting Date: August 12, 2014

Subject: Complete Hook Lift Truck Platform/Water Tank and Pump – Platte Generating Station

Item #'s: G-9

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

Background

The Platte Generating Station of the Utilities Department uses a dump truck for hauling new material, hauling retired material to the transfer station, and for moving bottom ash as needed. The existing vehicle has been in use since 1996 and has considerable rusting, exposed cab wiring, and has needed regular repairs to keep it operating. The plant is required by EPA to control the amount of dust that leaves the site. To control dust, a water truck has been rented to wet the roads and coal pile. In order to provide for a more efficient utilization of equipment, plant staff developed specifications for a hook lift truck with dump and water tank beds, which will allow for transport of materials and water spraying with a single piece of equipment.

Discussion

Specifications for the replacement of Unit 1207 were prepared by department staff, advertised and issued for bid in accordance with the City Purchasing Code. Bids were publicly opened on July 30, 2014. The estimated amount for this replacement vehicle was \$125,000.00.

| Bidder | Bid Price |
|--|---------------|
| Hansen International Truck, Inc., Grand Island, NE
(International – Swaploader) | \$ 118,444.00 |
| Nebraska Truck Center, Inc., Grand Island, NE
(Freightliner – Swaploader LCL) | \$ 122,350.00 |
| North American Truck & Trailer, Inc. Omaha, NE
(Ford – Stellar) | \$ 136,797.00 |

| Bidder | Bid Price |
|--|---------------|
| Hansen International Truck Inc., Grand Island, NE
(International – Steller) | \$ 137,790.00 |
| Nebraska Truck Center, Inc., Grand Island, NE
(Freightliner – Monroe) | \$ 141,696.00 |

The low bid from Hansen International Truck, Inc., had no significant exceptions to the bid and is the lowest responsive bidder for the replacement unit.

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 purchase of the 2015 (or newer) Complete Hook Lift Truck Platform/Water Tank and Pump (Unit #1207) for the Utilities Department, Platte Generating Station, from Hansen International Truck, Inc., of Grand Island, Nebraska, in the amount of \$118,444.00.

Sample Motion

Move to approve the purchase of a Complete Hook Lift Truck Platform/Water Tank and Pump from Hansen International Truck, Inc., of Grand Island, Nebraska in the amount of \$118,444.00.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: July 30, 2014 at 2:00 p.m.

FOR: 2015 (or newer) Complete Hook Lift Truck Platform/Water Tank and Pump

DEPARTMENT: Utilities

ESTIMATE: \$125,000.00

FUND/ACCOUNT: 520

PUBLICATION DATE: July 17, 2014

NO. POTENTIAL BIDDERS: 9

SUMMARY

| | | |
|-------------------------|---|---|
| Bidder: | <u>Nebraska Truck Center</u>
Grand Island, NE | <u>Nebraska Truck Center</u>
Grand Island, NE |
| Exceptions: | Noted | Noted |
| Body: | LCL Body | Matt Friend Body |
| Bid Price: | | |
| Chassis: | \$ 71,856.00 | \$ 71,856.00 |
| Hook System | \$ 50,494.00 | \$ 69,840.00 |
| Total Bid Price: | \$122,350.00 | \$141,696.00 |

| | | |
|-------------------------|--|--|
| Bidder: | <u>Hansen International Truck</u>
Grand Island, NE | <u>Hansen International Truck</u>
Grand Island, NE |
| Exceptions: | Noted | Noted |
| Body: | LCL Body | Matt Friend Body |
| Bid Price: | | |
| Chassis: | \$ 67,950.00 | \$ 67,950.00 |
| Hook System | \$ 50,494.00 | \$ 69,840.00 |
| Total Bid Price: | \$118,444.00 | \$137,790.00 |

Bidder: Tekamah Ford
Omaha, NE
Exceptions: Noted
Body: Ford Body
Bid Price:
Chassis: \$ 66,957.00
Hook System \$ 69,840.00
Total Bid Price: \$136,797.00

cc: Tim Luchsinger, Utilities Director
Mary Lou Brown, City Administrator
Stacy Nonhoff, Purchasing Agent
Karen Nagel, Utility Secretary

Bob Smith, Assist Utilities Director
Jaye Monter, Finance Director
Pat Gericke, Utilities Admin. Assist.
Mike Steinke, PGS Maint. Supervisor

P1748

RESOLUTION 2014-207

WHEREAS, the City of Grand Island invited sealed bids for a 2015 (or newer) Complete Hook Lift Truck Platform/Water Tank and Pump for the Platte Generating Station according to plans and specifications on file with the Utilities Department; and

WHEREAS, on July 30, 2014, bids were received, opened and reviewed; and

WHEREAS, Hansen International Truck, Inc., 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 \$118,444.00; and

WHEREAS, the bid of Hansen International Truck, Inc., is less than the estimate for the 2015 (or newer) Complete Hook Lift Truck Platform/Water Tank and Pump.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Hansen International Truck, Inc., in the amount of \$118,444.00, for a 2015 (or newer) Complete Hook Lift Truck Platform/Water Tank and Pump is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 12, 2014.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

| | |
|---------------------|-----------------|
| Approved as to Form | ☐ _____ |
| August 11, 2014 | ☐ City Attorney |



City of Grand Island

Tuesday, August 12, 2014

Council Session

Item G-10

#2014-208 - Approving Bid Award - Voltage Regulator Upgrade at Platte Generating Station - Spring Outage 2015

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

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

Meeting Date: August 12, 2014

Subject: Voltage Regulator Upgrades-Spring Outage 2015

Item #'s: G-10

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

Background

The Platte Generating Station utilizes an exciter that provides the DC excitation power necessary to induce a magnetic field on the generator's rotor; which in turn induces current on the generator's stator coils to produce power. The exciter is by design the voltage regulator for the generator and is critical to plant operation. The existing exciter is powered by 30+ year old transformers and the manufacturer no longer guarantees readily available service or parts for the existing system, which creates a reliability issue. This project will replace the existing exciter and transformers, which will modernize the system and improve reliability.

Discussion

The specifications for the Voltage Regulator Upgrades - Spring Outage 2015, were advertised and issued for bid in accordance with the City Purchasing Code. Bids were publicly opened on July 8, 2014. The engineer's estimate for this project was \$550,000.00.

| Bidder | Bid Price | *Adjusted
Sales Tax | Tech
Training | Total
Bid Price |
|--|-----------|------------------------|------------------|--------------------|
| ABB, Inc.
St. Laurent, Quebec, Canada | \$515,246 | *\$ 19,270 | \$ 9,720 | \$ 544,236.00 |
| GE Energy Control Solutions, Inc.,
Longmont, CO | \$575,000 | \$ 21,840 | \$ 3,250 | \$ 600,090.00 |

*Sales tax was adjusted for comparison purposed due to ABB not including sales tax and GE Energy's sales tax was adjusted to reflect sales tax on materials only.

The bids were reviewed and exceptions regarding general contract provisions were noted with the ABB bid. The bid from ABB was otherwise found compliant with the specifications and less than the engineer's estimate.

Alternatives

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

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

Recommendation

City Administration recommends that Council award the Contract for the Voltage Regulator Upgrades - Spring Outage 2015, to ABB, Inc., of St-Laurent, Quebec, Canada, as the low responsive bidder, with the bid in the amount of \$544,236.00.

Sample Motion

Move to approve the bid in the amount of \$544,236.00 from ABB, Inc., for the Voltage Regulator Upgrades - Spring Outage 2015 at Platte Generating Station.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: July 8, 2014 at 2:00 p.m.
FOR: Voltage Regulator Upgrades – Spring Outage 2015
DEPARTMENT: Utilities
ESTIMATE: \$550,000.00
FUND/ACCOUNT: 520
PUBLICATION DATE: June 6, 2014
NO. POTENTIAL BIDDERS: 3

SUMMARY

| | | |
|----------------------------|---|---|
| Bidder: | <u>GE Energy Control Solutions, Inc.</u>
Longmont, CO | <u>ABB, Inc.</u>
St-Laurent, Quebec, Canada |
| Bid Security: | North American Specialty Ins. Co. | Westchester Fire Ins. Co. |
| Exceptions: | Noted | Noted |
| Bid Price: | | |
| Material: | \$312,000.00 | \$275,291.00 |
| Labor: | \$263,000.00 | \$239,955.00 |
| Sales Tax: | <u>\$ 40,250.00</u> | <u>Exception</u> |
| Total Bid: | \$615,250.00 | \$515,246.00 |
| Alternate Technical | | |
| Training: | \$ 3,250.00 | \$ 9,720.00 (Factory)
\$15,570.00 (Site) |

cc: Tim Luchsinger, Utilities Director
Mary Lou Brown, City Administrator
Stacy Nonhoff, Purchasing Agent
Ryan Schmitz, PGS

Bob Smith, Assist. Utilities Director
Jaye Monter, Finance Director
Pat Gericke, Utilities Admin. Assist.
Karen Nagel, Utilities Secretary

P1742

RESOLUTION 2014-208

WHEREAS, the City of Grand Island invited sealed bids for Voltage Regulator Upgrade for the Spring Outage, 2015 at Platte Generating Station, according to plans and specifications on file with the Utilities Department; and

WHEREAS, on July 8, 2014, bids were received, opened and reviewed; and

WHEREAS, ABB Inc., of St. Laurent, Quebec, Canada, 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 \$544,236.00; and

WHEREAS, the bid of ABB, Inc., is less than the estimate for the Voltage Regulator Upgrade.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid ABB, Inc., of St. Laurent, Quebec, Canada, in the amount of \$544,236.00 for the Voltage Regulator Upgrade, Spring Outage - 2015, at Platte Generating Station, is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 12, 2014.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

| | |
|---------------------|-----------------|
| Approved as to Form | ☐ _____ |
| August 11, 2014 | ☐ City Attorney |



City of Grand Island

Tuesday, August 12, 2014

Council Session

Item G-11

#2014-209 - Approving Agreement for Temporary Construction Easement for Faidley Avenue Paving Improvements; Project No. 2014-P-1 (Concord Development, LLC & Grand Island Surgical Center, LLC)

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

Council Agenda Memo

From: Keith Kurz PE, Public Works Engineer

Meeting: August 12, 2014

Subject: Approving Agreement for Temporary Construction Easement for Faidley Avenue Paving Improvements; Project No. 2014-P-1 (Concord Development, LLC & Grand Island Surgical Center, LLC)

Item #'s: G-11

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

Background

On January 22, 2014 the Engineering Division of the Public Works Department advertised for Engineering Services for Faidley Avenue Paving Improvements; Project No. 2014-P-1. Alfred Benesch & Company of Lincoln, Nebraska was awarded an agreement in the amount of \$60,885.81 for engineering design services, by Resolution No. 2014-49.

This project will extend paving to join the two (2) existing segments of Faidley Avenue, between North Road and Irongate Avenue.

Temporary construction easements are necessary for this project to be completed, which must be approved by City Council.

Discussion

Temporary construction easements are needed from Concord Development, LLC & Grand Island Surgical Center, LLC in this project area. The necessary documents have been signed and returned by the property owners. Authorization of the documents is contingent upon City Council approval. There will be no compensation for said temporary construction easements.

| Temp Easement No | Owner/Address | Legal | Payment | Payment of Damages | Total |
|------------------|--------------------------|--|---------|--------------------|--------|
| 1 | Concord Development, LLC | A temporary access easement located in part of Lot 1, Crane Valley 6 th Subdivision in the City of Grand Island, Hall County, Nebraska and more particularly described as follows:

The south 20 feet of Lot 1. Said temporary access easement contains a calculated area of 0.13 acres (5,559.4 square feet) more or less. | \$0.00 | \$0.00 | \$0.00 |

| Temp
asement
No | Owner/Address | Legal | Payment | Payment of
Damages | Total |
|-----------------------|--------------------------------------|--|---------|-----------------------|---------------|
| 2 | Concord Development,
LLC | A temporary access easement located in part of Lot 2,
Crane Valley 6 th Subdivision in the City of Grand
Island, Hall County, Nebraska and more particularly
described as follows:

The south 20 feet of Lot 2. Said temporary access
easement contains a calculated area of 0.16 acres
(6,981.0 square feet) more or less. | \$0.00 | \$0.00 | \$0.00 |
| 3 | Concord Development,
LLC | A temporary access easement located in part of Lot 1,
Crane Valley 7 th Subdivision in the City of Grand
Island, Hall County, Nebraska and more particularly
described as follows:

The south 20 feet of Lot 1. Said temporary access
easement contains a calculated area of 0.03 acres
(1,200.2 square feet) more or less. | \$0.00 | \$0.00 | \$0.00 |
| 4 | Grand Island Surgical
Center, LLC | A temporary access easement located in part of Lot 9,
Richmond Subdivision in the City of Grand Island, Hall
County, Nebraska and more particularly described as
follows:
The north 15 feet of Lot 9, Richmond Subdivision.
Said temporary access easement contains a
calculated area of 0.09 acres (3,989.8 square feet)
more or less. | \$0.00 | \$0.00 | \$0.00 |
| Grand Total | | | | | \$0.00 |

Alternatives

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

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

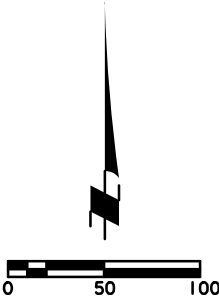
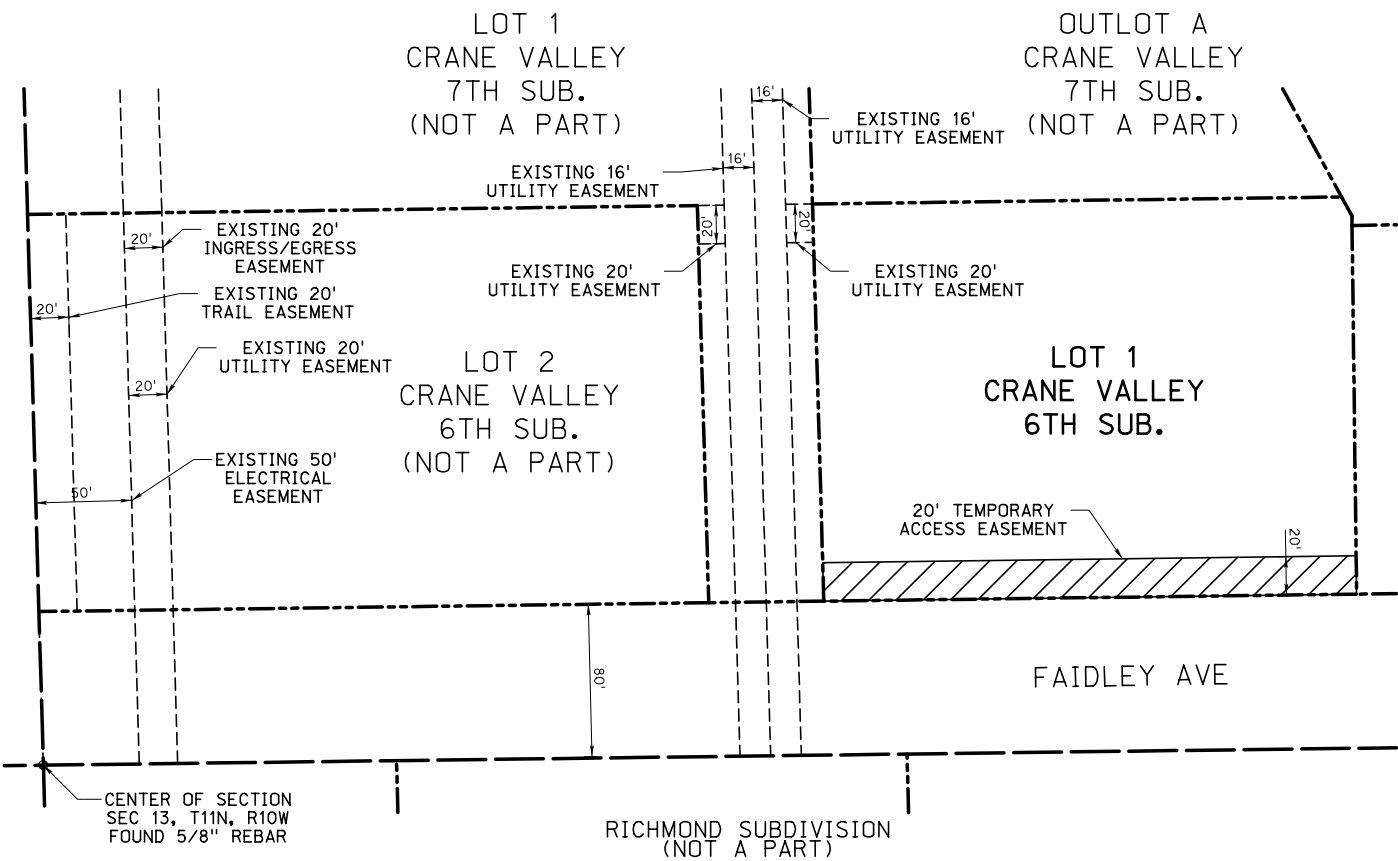
Recommendation

City Administration recommends that the Council approve the Agreement for Temporary Construction Easements between the City of Grand Island, Public Works Department and the affected property owners in the Faidley Avenue Paving Improvements; Project No. 2014-P-1.

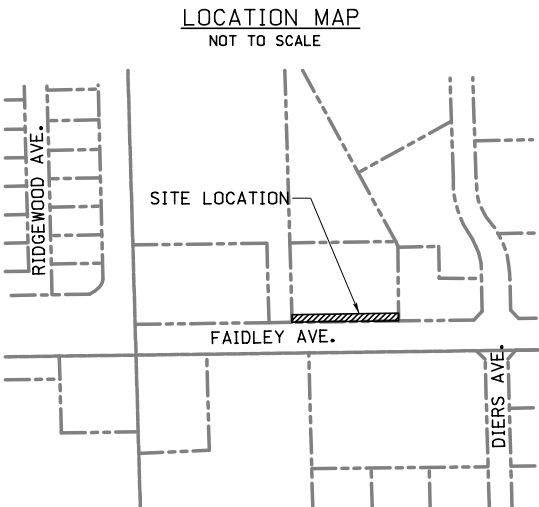
Sample Motion

Move to approve the Temporary Construction Easements Agreement.

TEMPORARY ACCESS EASEMENT
CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA



- LEGEND**
- SECTION LINE
 - PROPERTY LINE
 - EXISTING EASEMENT LINE
 - TEMPORARY ACCESS EASEMENT AREA



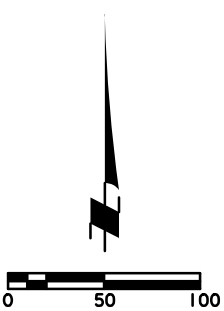
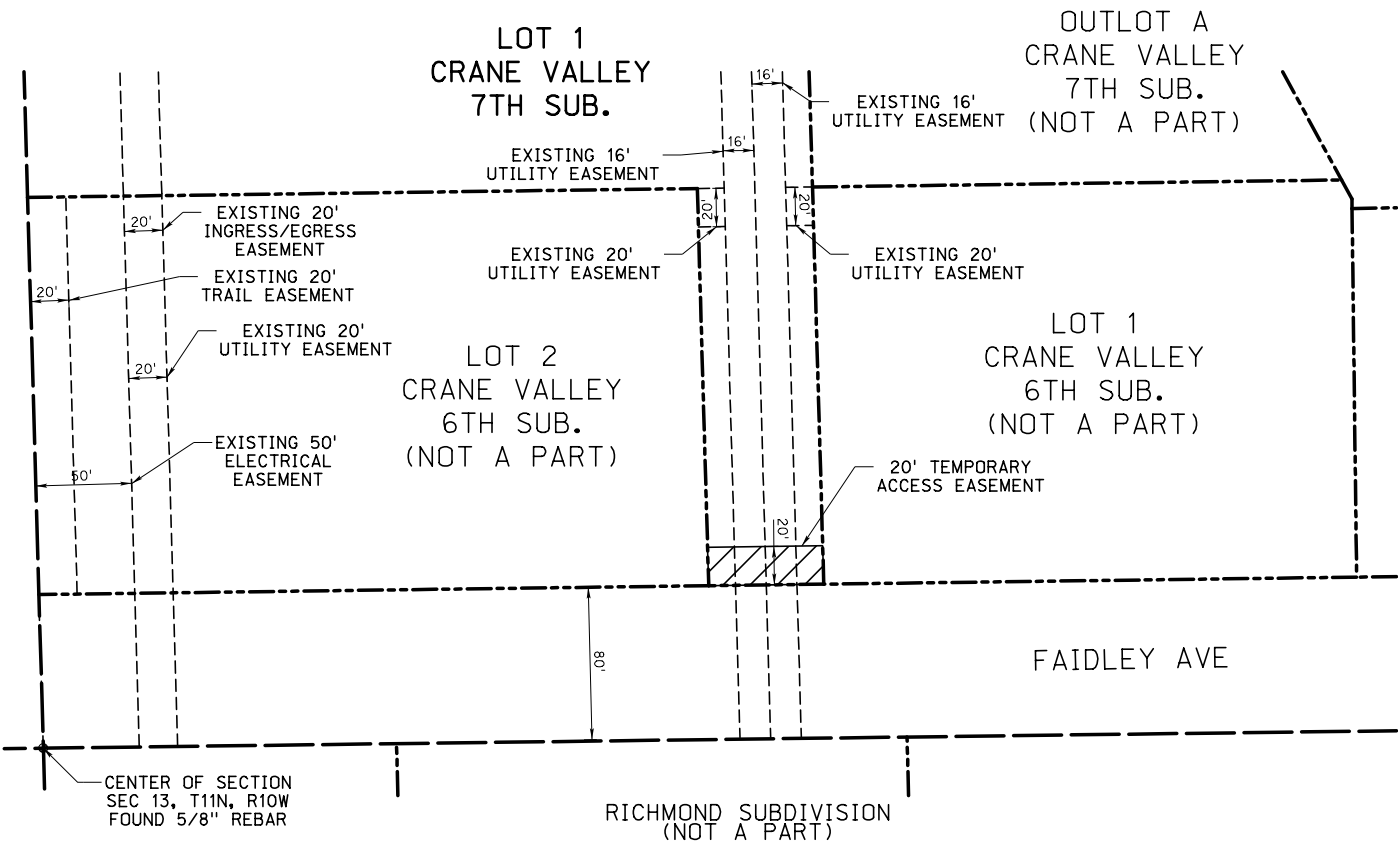
TEMPORARY ACCESS EASEMENT DESCRIPTION

A TEMPORARY ACCESS EASEMENT LOCATED IN PART OF LOT 1, CRANE VALLEY 6TH SUBDIVISION IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

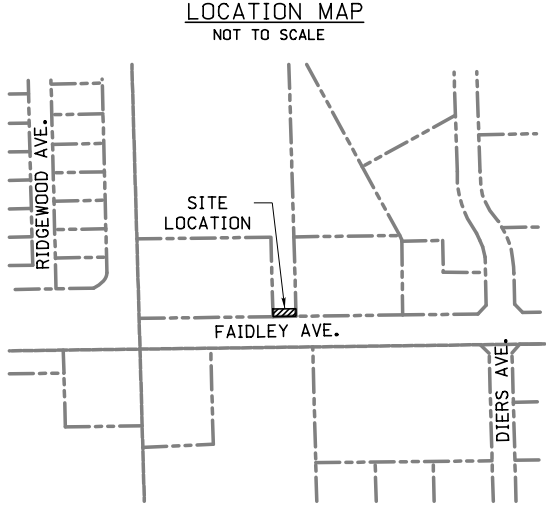
THE SOUTH 20 FEET OF LOT 1.
SAID TEMPORARY ACCESS EASEMENT CONTAINS A CALCULATED AREA OF 0.13 ACRES (5,559.4 SQUARE FEET) MORE OR LESS.

| | | | |
|---------|-----------------------|---|---|
| EXHIBIT | PROJECT NO: I10918.00 | FAIDLEY AVENUE PAVING IMPROVEMENTS NO. 2014-P-1
GRAND ISLAND, NEBRASKA |
benesch
engineers • scientists • planners |
| I | DRAWN BY: LJS | | |
| | DATE: 06/05/2014 | | |

TEMPORARY ACCESS EASEMENT
CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA



- LEGEND**
- SECTION LINE
 - PROPERTY LINE
 - EXISTING EASEMENT LINE
 - TEMPORARY ACCESS EASEMENT AREA



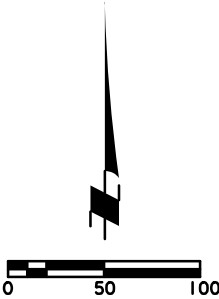
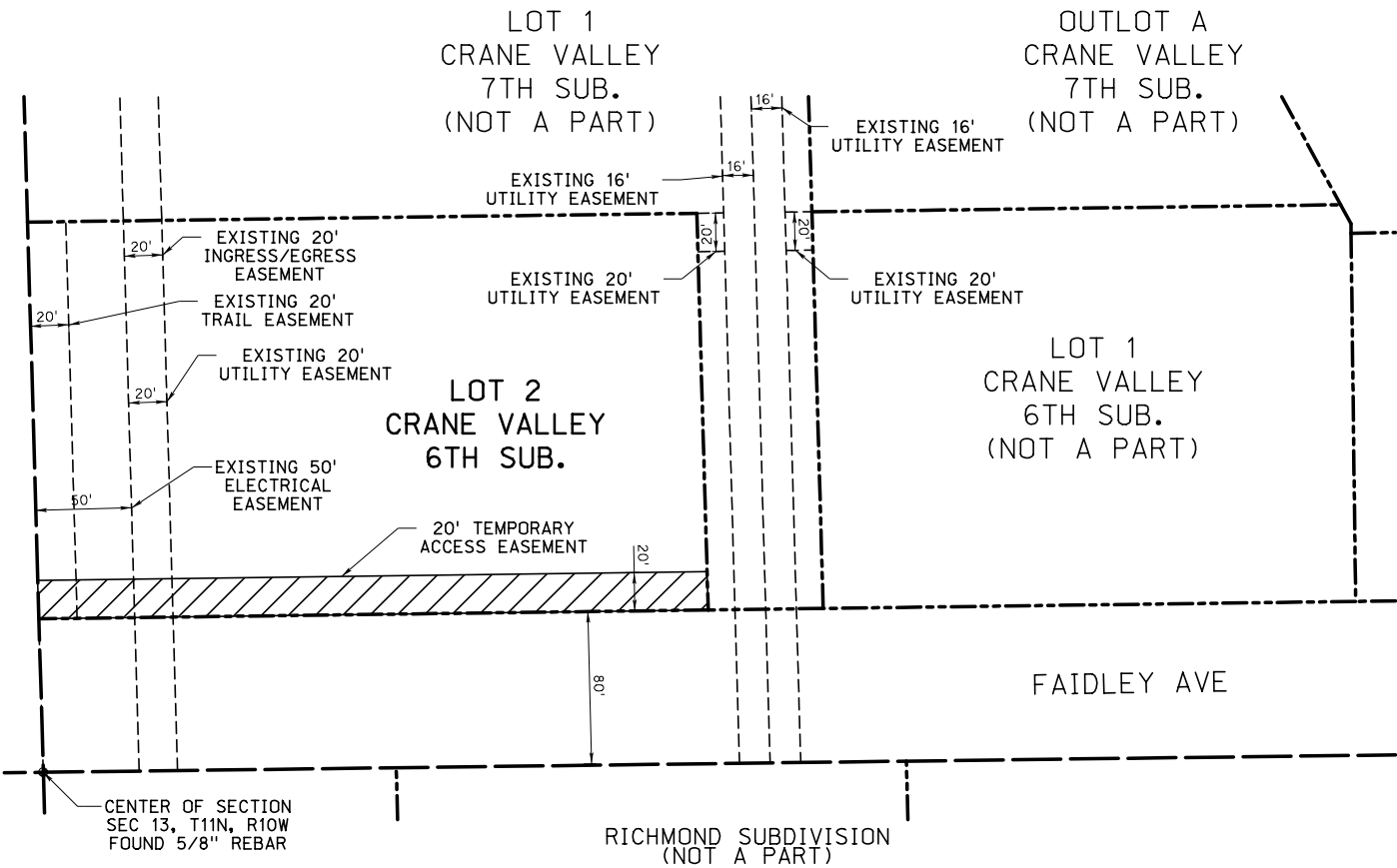
TEMPORARY ACCESS EASEMENT DESCRIPTION

A TEMPORARY ACCESS EASEMENT LOCATED IN PART OF LOT 1, CRANE VALLEY 7TH SUBDIVISION IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

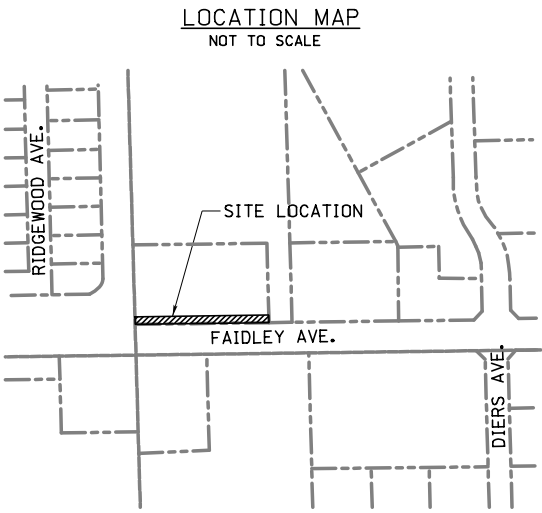
THE SOUTH 20 FEET OF LOT 1.
SAID TEMPORARY ACCESS EASEMENT CONTAINS A CALCULATED AREA OF 0.03 ACRES (1200.2 SQUARE FEET) MORE OR LESS.

| | | | |
|---------|-----------------------|---|---|
| EXHIBIT | PROJECT NO: I10918.00 | FAIDLEY AVENUE PAVING IMPROVEMENTS NO. 2014-P-1
GRAND ISLAND, NEBRASKA | <div>CITY OF
GRAND ISLAND
PUBLIC WORKS DEPARTMENT</div> <div>benesch
engineers · scientists · planners</div> |
| I | DRAWN BY: LJS | | |
| | DATE: 06/05/2014 | | |

TEMPORARY ACCESS EASEMENT
CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA



- LEGEND**
- SECTION LINE
 - PROPERTY LINE
 - EXISTING EASEMENT LINE
 - TEMPORARY ACCESS EASEMENT AREA



TEMPORARY ACCESS EASEMENT DESCRIPTION

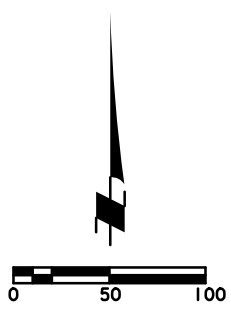
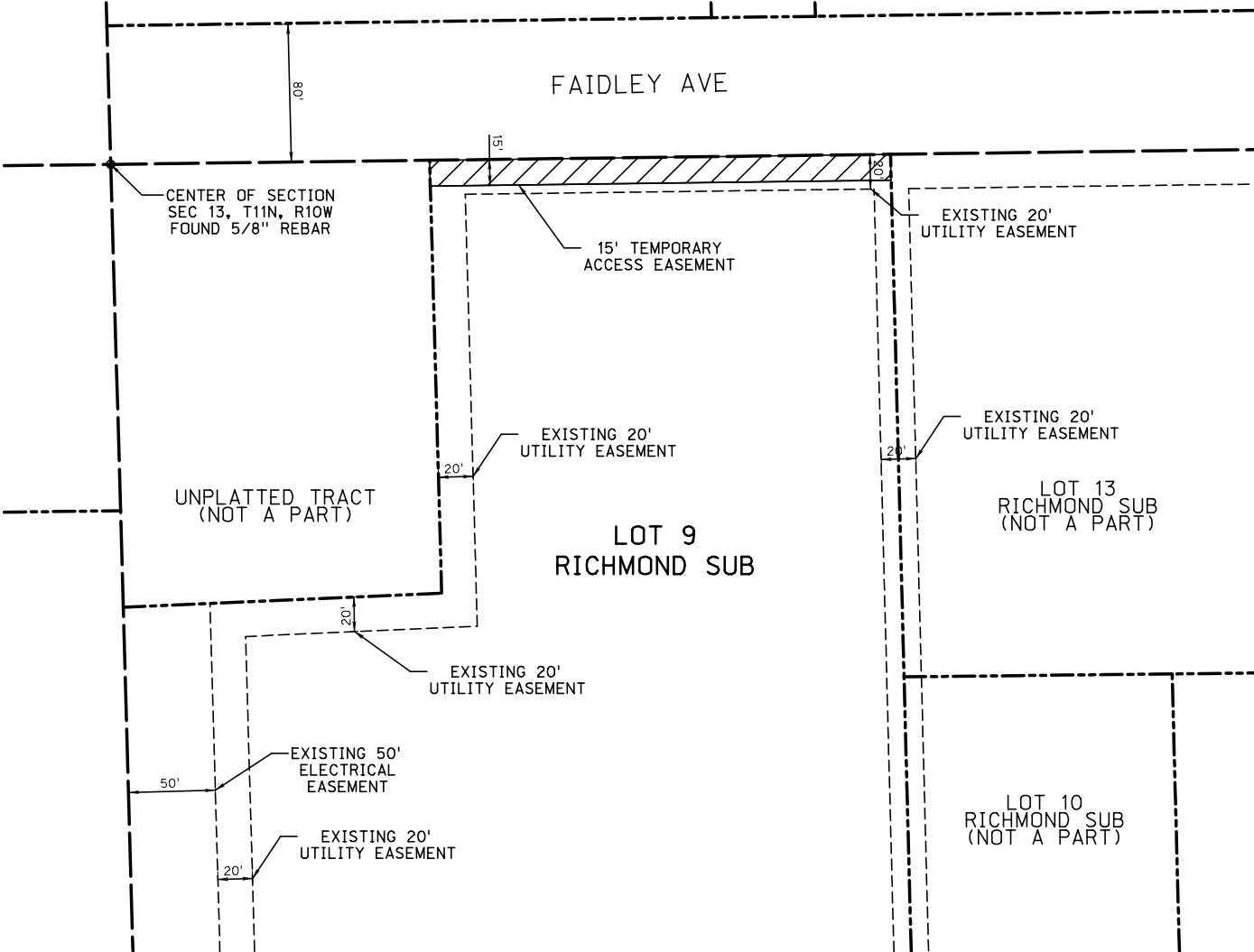
A TEMPORARY ACCESS EASEMENT LOCATED IN PART OF LOT 2, CRANE VALLEY 6TH SUBDIVISION IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE SOUTH 20 FEET OF LOT 2.
SAID TEMPORARY ACCESS EASEMENT CONTAINS A CALCULATED AREA OF 0.16 ACRES (6,981.0 SQUARE FEET) MORE OR LESS.

| | | | |
|---------|-----------------------|---|--|
| EXHIBIT | PROJECT NO: I10918.00 | FAIDLEY AVENUE PAVING IMPROVEMENTS NO. 2014-P-1
GRAND ISLAND, NEBRASKA | <div>CITY OF
GRAND ISLAND
PUBLIC WORKS DEPARTMENT</div> <div>benesch
engineers · scientists · planners</div> |
| I | DRAWN BY: LJS | | |
| | DATE: 06/05/2014 | | |

TEMPORARY ACCESS EASEMENT

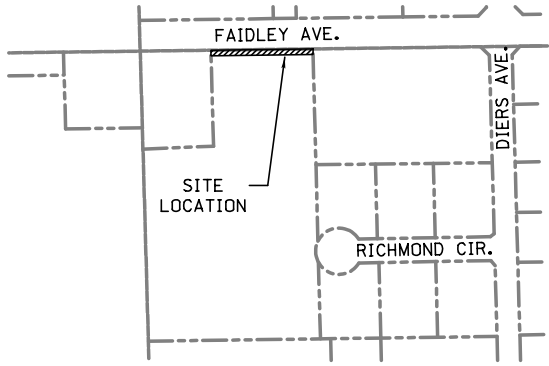
CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA



LEGEND

- SECTION LINE
- PROPERTY LINE
- EXISTING EASEMENT LINE
- TEMPORARY ACCESS EASEMENT AREA

LOCATION MAP
NOT TO SCALE



TEMPORARY ACCESS EASEMENT DESCRIPTION

A TEMPORARY ACCESS EASEMENT LOCATED IN PART OF LOT 9, RICHMOND SUBDIVISION IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE NORTH 15 FEET OF LOT 9, RICHMOND SUBDIVISION. SAID TEMPORARY ACCESS EASEMENT CONTAINS A CALCULATED AREA OF 0.09 ACRES (3,989.8 SQUARE FEET) MORE OR LESS.

| | | | |
|---------|-----------------------|---|--|
| EXHIBIT | PROJECT NO: 110918.00 | FAIDLEY AVENUE PAVING IMPROVEMENTS NO. 2014-P-1
GRAND ISLAND, NEBRASKA | <div>CITY OF
GRAND ISLAND</div> <div>PUBLIC WORKS DEPARTMENT</div> <div>benesch
engineers · scientists · planners</div> |
| I | DRAWN BY: LJS | | |
| | DATE: 06/05/2014 | | |

RESOLUTION 2014-209

WHEREAS, a temporary construction easement agreement is required by the City of Grand Island, from the affected property owners in the Faidley Avenue Paving Improvements; Project No. 2014-P-1 area, as follows:

| Temp Easement No | Owner/Address | Legal | Payment | Payment of Damages | Total |
|--------------------|-----------------------------------|--|---------|--------------------|---------------|
| 1 | Concord Development, LLC | A temporary access easement located in part of Lot 1, Crane Valley 6 th Subdivision in the City of Grand Island, Hall County, Nebraska and more particularly described as follows:

The south 20 feet of Lot 1. Said temporary access easement contains a calculated area of 0.13 acres (5,559.4 square feet) more or less. | \$0.00 | \$0.00 | \$0.00 |
| 2 | Concord Development, LLC | A temporary access easement located in part of Lot 2, Crane Valley 6 th Subdivision in the City of Grand Island, Hall County, Nebraska and more particularly described as follows:

The south 20 feet of Lot 2. Said temporary access easement contains a calculated area of 0.16 acres (6,981.0 square feet) more or less. | \$0.00 | \$0.00 | \$0.00 |
| 3 | Concord Development, LLC | A temporary access easement located in part of Lot 1, Crane Valley 7 th Subdivision in the City of Grand Island, Hall County, Nebraska and more particularly described as follows:

The south 20 feet of Lot 1. Said temporary access easement contains a calculated area of 0.03 acres (1,200.2 square feet) more or less. | \$0.00 | \$0.00 | \$0.00 |
| 4 | Grand Island Surgical Center, LLC | A temporary access easement located in part of Lot 9, Richmond Subdivision in the City of Grand Island, Hall County, Nebraska and more particularly described as follows:
The north 15 feet of Lot 9, Richmond Subdivision. Said temporary access easement contains a calculated area of 0.09 acres (3,989.8 square feet) more or less. | \$0.00 | \$0.00 | \$0.00 |
| Grand Total | | | | | \$0.00 |

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

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

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

- - -

| |
|--|
| Approved as to Form <input type="checkbox"/> _____
August 11, 2014 <input type="checkbox"/> City Attorney |
|--|

Adopted by the City Council of the City of Grand Island, Nebraska, August 12, 2014.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, August 12, 2014

Council Session

Item G-12

#2014-210 - Approving Acquisition of Public Utility Easement for the North Interceptor Phase II; Sanitary Sewer Project No. 2013-S-4 (Nouzovsky & Longleaf, LLC)

This item relates to the aforementioned Public Hearing item E-8.

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

RESOLUTION 2014-210

WHEREAS, public utility easements are required by the City of Grand Island, from affected property owners for the North Interceptor Phase II; Sanitary Sewer Project No. 2013-S-4, described as follows:

| Tract No | Owner | Legal | Total |
|----------|-------------------------------|--|----------|
| 8 | Orval and Jeanine L Nouzovsky | A TRACT OF LAND COMPRISING PART OF LOT THIRTY-ONE (31) GEER SUBDIVISION, IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, BEING MOR PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT THIRTY-ONE (31); THENCE NORTHERLY ALONG THE WEST LINE OF SAID LOT THIRTY-ONE (31) A DISTANCE OF 32.74 FEET; THENCE SOUTHEASTERLY TO A POINT ON THE NORTH LINE OF EAST 20 TH STREET, SAID POINT BEING 32.61 FEET EAST OF THE SOUTHWEST CORNER OF SAID LOT THIRTY-ONE (31); THENCE WESTERLY ALONG THE NORTH LINE OF SAID EAST 20 TH STREET A DISTANCE OF 32.61 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS A CALCULATED AREA OF 534.00 SQUARE FEET OR 0.012 ACRES MORE OR LESS. | \$110.00 |
| 13 | Longleaf, LLC | A TRACT OF LAND COMPRISING PART OF LOT ONE (1), BLOCK EIGHT (8), CONTINENTAL GARDENS, IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT ONE (1); THENCE EASTERLY ALONG THE NORTH LINE OF SAID LOT ONE (1) A DISTANCE OF 52.56 FEET; THENCE SOUTHWESTERLY TO A POINT ON THE WEST LINE OF SAID LOT ONE (1), SAID POINT BEING 46.19 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT ONE (1); THENCE NORTHERLY ALONG SAID WEST LINE OF LOT ONE (1) A DISTANCE OF 46.19 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS A CALCULATED AREA OF 1,214.00 SQUARE FEET OR 0.028 ACRES MORE OR LESS. | \$440.00 |
| | | | \$550.00 |

WHEREAS, agreements for the public utility easements have been reviewed and approved by the City Legal Department.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island be, and hereby is, authorized to enter into the agreements for the public utility easements on the above described tracts of land, in the amount of \$550.00.

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

- - -

| | |
|---------------------|---------------|
| Approved as to Form | by _____ |
| August 11, 2014 | City Attorney |

Adopted by the City Council of the City of Grand Island, Nebraska, August 12, 2014.

Jay Vavricek, Mayor

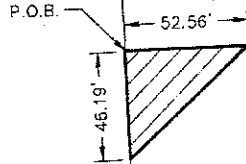
Attest:

RaNae Edwards, City Clerk

EXHIBIT "A"
LONGLEAF, LLC




CAPITAL AVENUE




LOT 1, BLOCK 8, REPLAT
CONTINENTAL GARDENS

USER: lhustod
DWG: F:\Projects\011-2347\MUNI Phase 2\Easement Exhibits\112347_ESMT11-LONGLEAF.dwg
DATE: Mar 27, 2014 4:52pm
XREFS: 112347_Phase 2 PBASE 112347_Phase 2 XBASE

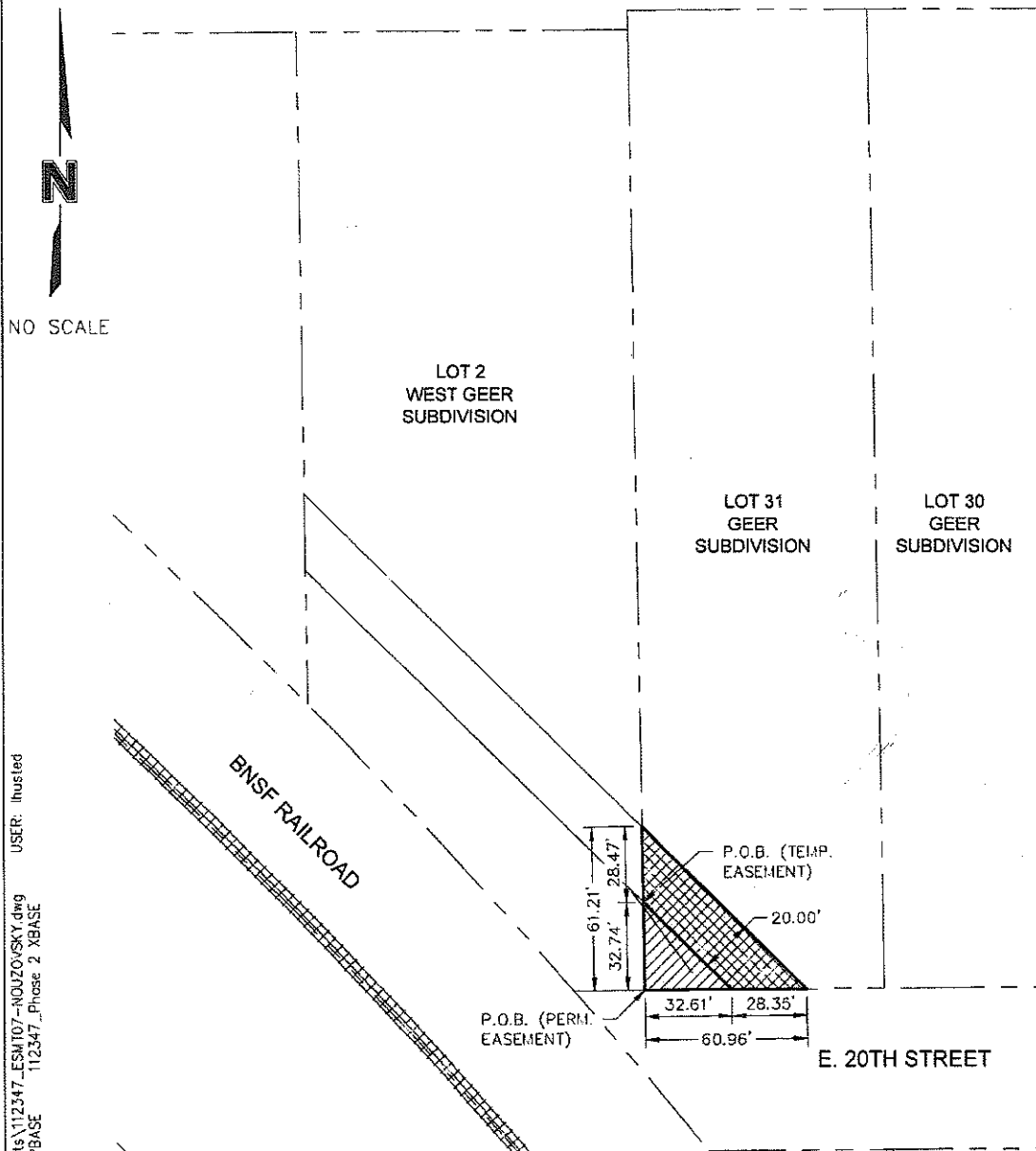
LEGAL DESCRIPTION OF PERMANENT EASEMENT
A TRACT OF LAND COMPRISING PART OF LOT ONE (1), BLOCK EIGHT (8), CONTINENTAL GARDENS, IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT ONE (1); THENCE EASTERLY ALONG THE NORTH LINE OF SAID LOT ONE (1) A DISTANCE OF 52.56 FEET; THENCE SOUTHWESTERLY TO A POINT ON THE WEST LINE OF SAID LOT ONE (1), SAID POINT BEING 46.19 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT ONE (1); THENCE NORTHERLY ALONG SAID WEST LINE OF LOT ONE (1) A DISTANCE OF 46.19 FEET TO THE POINT OF BEGINNING.
SAID TRACT CONTAINS A CALCULATED AREA OF 1,214 SQUARE FEET OR 0.028 ACRES MORE OR LESS.

 PERMANENT EASEMENT

| | | | |
|----------------------|----------------------------------|--|---------|
| PROJECT NO: 011-2347 | CITY OF GRAND ISLAND
EASEMENT | 
201 E. 2ND STREET
PO BOX 1072
GRAND ISLAND, NE 68801
TEL 308.384.8750
FAX 308.384.8752 | EXHIBIT |
| DRAWN BY: LH | | | A |
| DATE: 03/25/2014 | | | |

ORVAL & JEANIE L. NOUZOVSKY

CAPITAL AVENUE



LEGAL DESCRIPTION OF PERMANENT EASEMENT

A TRACT OF LAND COMPRISING PART OF LOT THIRTY-ONE (31) GEER SUBDIVISION, IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT THIRTY-ONE (31); THENCE NORTHERLY ALONG THE WEST LINE OF SAID LOT THIRTY-ONE (31) A DISTANCE OF 32.74 FEET; THENCE SOUTHEASTERLY TO A POINT ON THE NORTH LINE OF EAST 20TH STREET, SAID POINT BEING 32.61 FEET EAST OF THE SOUTHWEST CORNER OF SAID LOT THIRTY-ONE (31); THENCE WESTERLY ALONG THE NORTH LINE OF SAID EAST 20TH STREET A DISTANCE OF 32.61 FEET TO THE POINT OF BEGINNING.
SAID TRACT CONTAINS A CALCULATED AREA OF 534 SQUARE FEET OR 0.012 ACRES MORE OR LESS.

LEGAL DESCRIPTION OF TEMPORARY EASEMENT

A TRACT OF LAND COMPRISING PART OF LOT THIRTY-ONE (31) GEER SUBDIVISION, IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT ON THE WEST LINE OF SAID LOT THIRTY-ONE (31) THAT IS 32.74 FEET NORTH OF THE SOUTHWEST CORNER OF SAID LOT THIRTY-ONE (31); THENCE CONTINUING NORTHERLY ALONG THE WEST LINE OF SAID LOT THIRTY-ONE (31) A DISTANCE OF 28.47 FEET; THENCE SOUTHEASTERLY TO A POINT ON THE NORTH LINE OF EAST 20TH STREET, SAID POINT BEING 60.96 FEET EAST OF THE SOUTHWEST CORNER OF SAID LOT THIRTY-ONE (31); THENCE WESTERLY ALONG THE NORTH LINE OF SAID EAST 20TH STREET A DISTANCE OF 28.35 FEET; THENCE NORTHWESTERLY TO THE POINT OF BEGINNING.
SAID TRACT CONTAINS A CALCULATED AREA OF 1,332 SQUARE FEET OR 0.031 ACRES MORE OR LESS.

PERMANENT EASEMENT
 TEMPORARY EASEMENT

USER: Inherited
DWG: F:\Projects\011-2347\MUNI Phase 2\Easement Exhibits\112347_ESM107-NOUZOVSKY.dwg
DATE: Mar 27, 2014 4:49pm
XREFS: 112347_Phase 2 PBASE 112347_Phase 2 XBASE

| | | | | |
|----------------------|----------------------------------|--|--|---------|
| PROJECT NO: 011-2347 | CITY OF GRAND ISLAND
EASEMENT | | 201 E. 2ND STREET
PO BOX 1072
GRAND ISLAND, NE 68801
TEL 308.384.8750
FAX 308.384.8752 | EXHIBIT |
| DRAWN BY: LH | | | | A |
| DATE: 03/25/2014 | | | | |



City of Grand Island

Tuesday, August 12, 2014

Council Session

Item G-13

#2014-211 - Approving Temporary Construction Easement for the North Interceptor Phase II; Sanitary Sewer Project No. 2013-S-4 (Nouzovsky)

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

Council Agenda Memo

From: Tara Bevard, Wastewater Project Manager

Meeting: August 12, 2014

Subject: Approving Temporary Construction Easement for the North Interceptor Phase II; Sanitary Sewer Project No. 2013-S-4 (Nouzovsky)

Item #'s: G-13

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

Background

Public Works Staff in conjunction with the design engineer, Black & Veatch of Kansas City, Missouri have developed a multi-year replacement plan for the City of Grand Island's large diameter gravity sanitary sewer interceptor network. The current planned interceptor, entitled the "North Interceptor" will replace aged force main sanitary sewer, reduce or eliminate current sewer pumping station(s), and provide additional capacity for existing and new growth areas of Grand Island.

The new North Interceptor route was developed to incorporate, and partner with other utilities for the Capital Avenue Widening Project, and the new Headworks Pumping Station Project at the Wastewater Treatment Plant. This project is funded by SRF Project No. C317867-01, however easements, legal fees & administrative costs are not reimbursable by these funds.

A phased approach of constructing the North Interceptor is as follows:

- Phase I - Wastewater Treatment Plant (WWTP) to 7th Street / Skypark Road
- Phase II (Part A) - 7th Street / Skypark Road to Broadwell Avenue
- Phase II (Part B) - Broadwell Avenue to Webb Road
- Phase II (Part C) - Webb Road to Diers Avenue (Lift Station No. 19)

A temporary construction easement from Orval and Jeanine Nouzovsky is necessary for Phase II, Part A of this project to be completed, which must be approved by City Council. A sketch is attached to show the temporary construction easement area.

Discussion

A temporary construction easement, in the amount of \$110.00, is needed from one property owner for Phase II, Part A to be constructed.

All documents have been signed and returned by the property owner. Authorization of the document and payment to the property owner of \$110.00 is contingent upon City Council approval.

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 Temporary Construction Easement Agreement between the City of Grand Island, Public Works Department and the affected property owner for North Interceptor Phase II, Part A; Sanitary Sewer Project No. 2013-S-4, in the amount of \$110.00.

Sample Motion

Move to approve the temporary construction easement.

RESOLUTION 2014-211

WHEREAS, a temporary construction easement is required by the City of Grand Island, from Orval Nouzovsky and Jeanine L. Nouzovsky, in the North Interceptor Phase II, Part A; Sanitary Sewer Project No. 2013-S-4 project area:

A tract of land comprising part of Lot Thirty-One (31) Geer Subdivision, in the City of Grand Island, Hall County, Nebraska, being more particularly described as follows:

BEGINNING AT A POINT ON THE WEST LINE OF SAID LOT THIRTY-ONE (31) THAT IS 32.74 FEET NORTH OF THE SOUTHWEST CORNER OF SAID LOT THIRTY-ONE (31); THENCE CONTINUING NORTHERLY ALONG THE WEST LINE OF SAID LOT THIRTY-ONE (31) A DISTANCE OF 28.47 FEET; THENCE SOUTHEASTERLY TO A POINT ON THE NORTH LINE OF EAST 20TH STREET, SAID POINT BEING 60.96 FEET EAST OF THE SOUTHWEST CORNER OF SAID LOT THIRTY-ONE (31); THENCE WESTERLY ALONG THE NORTH LINE OF SAID EAST 20TH STREET A DISTANCE OF 28.35 FEET; THENCE NORTHWESTERLY TO THE POINT OF BEGINNING. SAID TRACT CONTAINS A CALCULATED AREA OF 1,332 SQUIRE FEET OR 0.031 ACRES MORE OR LESS.

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

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island be, and hereby is, authorized to enter into the Agreement for the Temporary Construction easement on the above described tract of land, in the amount of \$110.00.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 12, 2014.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

| | |
|---------------------|-----------------|
| Approved as to Form | ☐ _____ |
| August 11, 2014 | ☐ City Attorney |



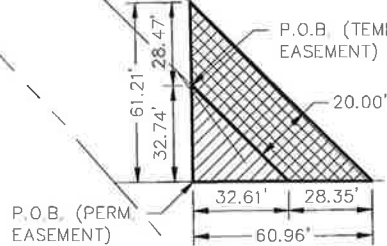
NO SCALE

LOT 2
WEST GEER
SUBDIVISION

LOT 31
GEER
SUBDIVISION

LOT 30
GEER
SUBDIVISION

BNSF RAILROAD



E. 20TH STREET

LEGAL DESCRIPTION OF TEMPORARY EASEMENT

A TRACT OF LAND COMPRISING PART OF LOT THIRTY-ONE (31) GEER SUBDIVISION, IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT ON THE WEST LINE OF SAID LOT THIRTY-ONE (31) THAT IS 32.74 FEET NORTH OF THE SOUTHWEST CORNER OF SAID LOT THIRTY-ONE (31); THENCE CONTINUING NORTHERLY ALONG THE WEST LINE OF SAID LOT THIRTY-ONE (31) A DISTANCE OF 28.47 FEET; THENCE SOUTHEASTERLY TO A POINT ON THE NORTH LINE OF EAST 20TH STREET, SAID POINT BEING 60.96 FEET EAST OF THE SOUTHWEST CORNER OF SAID LOT THIRTY-ONE (31); THENCE WESTERLY ALONG THE NORTH LINE OF SAID EAST 20TH STREET A DISTANCE OF 28.35 FEET; THENCE NORTHWESTERLY TO THE POINT OF BEGINNING.
SAID TRACT CONTAINS A CALCULATED AREA OF 1,332 SQUARE FEET OR 0.031 ACRES MORE OR LESS.

 PERMANENT EASEMENT
 TEMPORARY EASEMENT

PROJECT NO: 011-2347
DRAWN BY: LH
DATE: 03/25/2014

CITY OF GRAND ISLAND
EASEMENT

MOLSSON
ASSOCIATES

201 E. 2ND STREET
PO BOX 1072
GRAND ISLAND, NE 68801
TEL 308.384.8750
FAX 308.384.8752

EXHIBIT
A



City of Grand Island

Tuesday, August 12, 2014

Council Session

Item G-14

**#2014-212 - Approving Acquisition of Drainage Easement for
Westgate Drainage District No. 2013-D-4 (MHEC Land Trust, VI)**

This item relates to the aforementioned Public Hearing item E-9.

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

RESOLUTION 2014-212

WHEREAS, a drainage easement is required by the City of Grand Island, from MHEC Land Trust, VI, within Westgate Sixth Subdivision, City of Grand Island, Hall County, Nebraska and more particularly described as follows:

THE SOUTH 20' OF LOT 1, WESTGATE SIXTH SUBDIVISION. SAID DRAINAGE EASEMENT CONTAINS A CALCULATED AREA OF 600 SQUARE FEET OR 0.014 ACRES MORE OR LESS.

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

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

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 12, 2014.

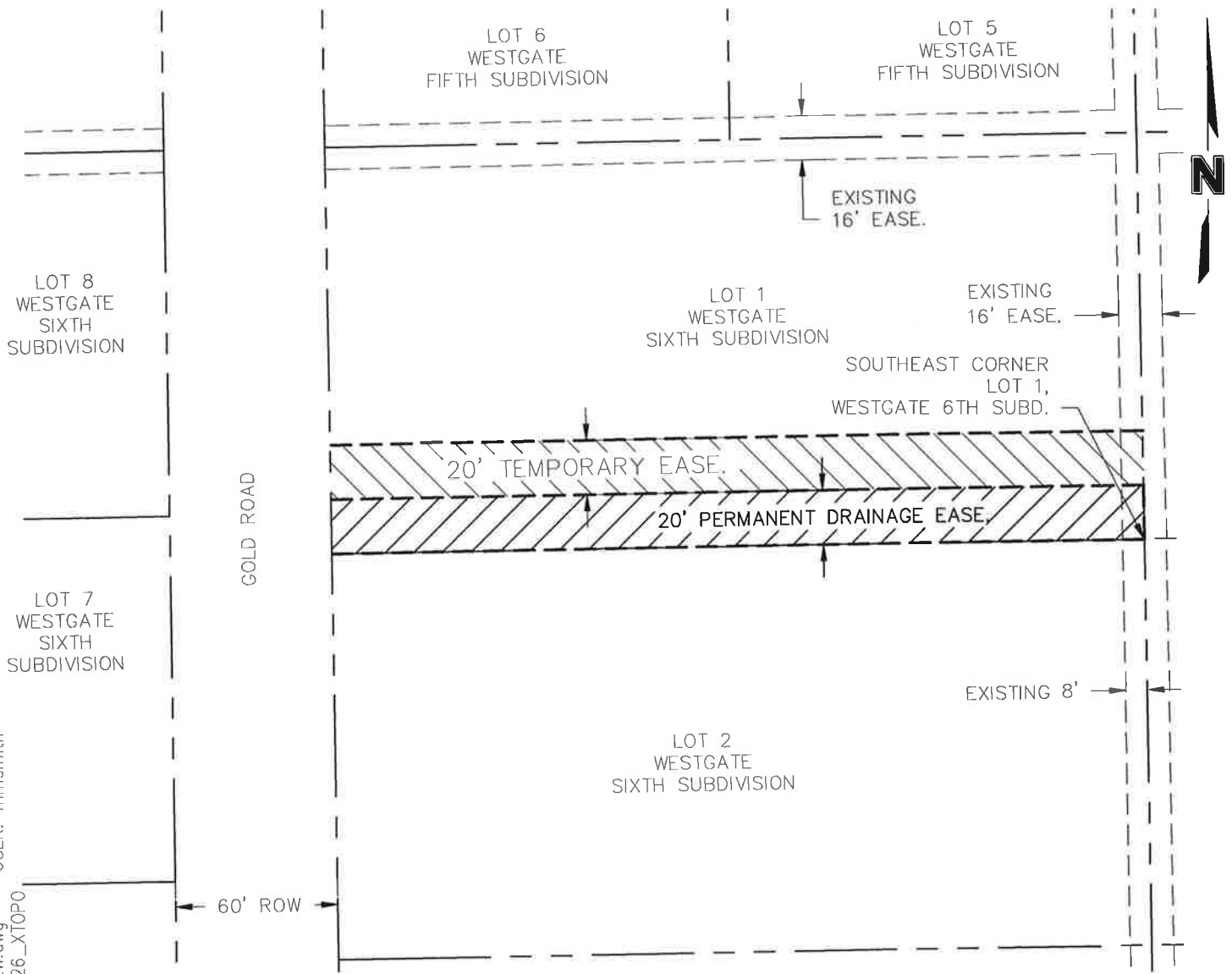
Jay Vavricek, Mayor

Attest:

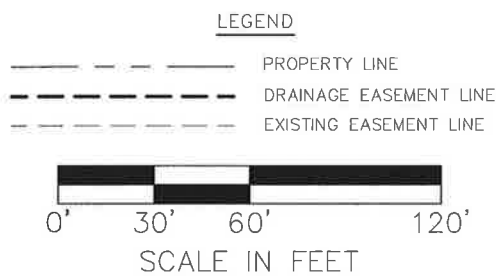
RaNae Edwards, City Clerk

| | |
|---------------------|-----------------|
| Approved as to Form | ▣ _____ |
| August 11, 2014 | ▣ City Attorney |

DWG: F:\projects\014-0826\BIN\MasterXrefs\0140826_EASMT NEW.dwg
 DATE: Jul 01, 2014 4:42pm
 USER: mmsmith
 XREFS: 0140826_ROW 0140826_XTOPO



LOCATION MAP
NOT TO SCALE



PERMANENT DRAINAGE EASEMENT

A 20' PERMANENT DRAINAGE EASEMENT LOCATED IN PART OF LOT 1, WESTGATE SIXTH SUBDIVISION IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE SOUTH 20 FEET OF LOT 1, WESTGATE SIXTH SUBDIVISION. SAID DRAINAGE EASEMENT CONTAINS A CALCULATED AREA OF 600 SQUARE FEET OR 0.014 ACRES MORE OR LESS.

PROJECT NO: 2014-0826
 DRAWN BY: MMS
 DATE: 06.20.2014

PERMANENT DRAINAGE EASEMENT

MOLSSON ASSOCIATES

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

EXHIBIT
A



City of Grand Island

Tuesday, August 12, 2014

Council Session

Item G-15

**#2014-213 - Approving Change Order No. 1 for Headworks
Improvement Project No. WWTP-2013-1**

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

Council Agenda Memo

From: Jue Zhao PE, PhD; Wastewater Operations Engineer

Meeting: August 12, 2014

Subject: Approving Change Order No. 1 for Headworks Improvement Project No. WWTP-2013-1

Item #: G-15

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

Background

Public Works Staff in conjunction with the design engineer, Black & Veatch of Kansas City, Missouri have worked on the Headworks Improvement, Project WWTP-2013-1 to construct a new wastewater pumping station, flow measurement, and grit removal systems at the Wastewater Treatment Plant.

Garney Companies, Inc. of Gardner, Kansas was awarded a \$16,993,000.00 contract by the City Council on May 14, 2013 for construction of Headworks Improvements; Project No. WWTP-2013-1 at the Wastewater Treatment Plant. The City rejected a bid alternative of \$75,000.00 for Plant Interceptor Piping (FRPM), which adjusted the contract amount to \$16,918,000.00.

Discussion

A change order is necessary to proceed with the construction of the Headworks Improvements; Project No. WWTP-2013-1. Such change order covers:

- Addition of bagging attachments for the screenings washer/compactor units
- Change to fiberglass reinforced plastic manholes for sanitary sewer lines
- Discharge piping modifications for the former sludge injection holding tank
- Engine-generator platform and stairs
- Underground power for existing facilities on the west side of the site
- Surge protection for adjustable frequency drives
- Additional coating of the wet wells at the Raw Wastewater Pump Station
- Deletion of a sanitary sewer manhole for Building #3
- Unit price item adjustments for excavation work

The modifications to this project will result in a contract decrease of \$24,745.00, resulting in a revised contract amount of \$16,893,255.00.

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 Change Order No. 1 for Headworks Improvements; Project No. WWTP-2013-1.

Sample Motion

Move to approve the resolution.

**CITY OF GRAND ISLAND, NEBRASKA
WASTEWATER TREATMENT PLANT
AERATION BASIN IMPROVEMENTS PROJECT**

**CITY PROJECT WWTP-2013-1
BLACK & VEATCH PROJECT NO. 175144**

SUMMARY

CHANGE ORDER NO. 1

The Contract Price shall be modified as follows as a result of the changes described by this modification request. Additions to the Contract Price are indicated by a "+" in front of the amount, deductions by a "-".

| <u>Effect on Contract Price</u> | | Increase/Decrease
In Contract
Price
(+/-) |
|-----------------------------------|---|--|
| <u>Item</u> | <u>Description</u> | |
| CO1-1 | Bagging Attachments for the Screenings Washer/Compactor Units | \$0.00 |
| CO1-2 | Change from Concrete Manholes to Fiberglass Reinforced Plastic Manholes | \$0.00 |
| CO1-3 | Former Sludge Injection Holding Tank Discharge Piping Modifications | +\$4,382.00 |
| CO1-4 | Engine-Generator Platform and Stairs | \$0.00 |
| CO1-5 | Underground Power on West Side of Site | +\$59,321.00 |
| CO1-6 | Surge Protection for Adjustable Frequency Drives | +\$4,905.00 |
| CO1-7 | Coat Lower Portion of Pump Station Wet Wells | +\$35,755.00 |
| CO1-8 | Drain Line from Bldg #3 to Existing Manhole | -\$6,383.00 |
| CO1-9 | Unit Price Adjustments for Excavation Work | -\$122,725.00 |
| NET CHANGE IN CONTRACT PRICE | | -\$24,745.00 |
| BID AMOUNT OF ORIGINAL CONTRACT | | \$16,918,000.00 |
| PREVIOUS CHANGE ORDER ADJUSTMENTS | | <u>\$0</u> |
| CURRENT CONTRACT AMOUNT | | \$16,918,000.00 |
| CHANGE ORDER NO. 1 | | -\$24,745.00 |
| ADJUSTED CONTRACT AMOUNT | | \$16,893,255.00 |

7/22/14

CO1-5

Effect on Contract Time

| | |
|--|----------------------------|
| Intermediate Milestone for Original Contract, Calendar Days (Date) | 580
(February 15, 2015) |
| Substantial Completion for Original Contract, Calendar Days (Date) | 640
(April 16, 2015) |
| Final Completion for Original Contract, Calendar Days (Date) | 730
(July 15, 2015) |
| Contract Time Extension for Change Order No. 1 Items Intermediate Milestone, Calendar Days | 14 |
| Contract Time Extension for Change Order No. 1 Items Substantial Completion, Calendar Days | 29 |
| Contract Time Extension for Change Order No. 1 Items Final Completion, Calendar Days | 0 |
| Adjusted Contract Time for Intermediate Milestone Completion, Calendar Days (Date) | 594
(March 1, 2015) |
| Adjusted Contract Time for Substantial Completion, Calendar Days (Date) | 669
(May 15, 2015) |
| Adjusted Contract Time for Final Completion, Calendar Days (Date) | 730
(July 15, 2015) |

This change order includes all costs, direct, indirect, and consequential, and all changes in Contract Time arising from the work included in the items for Change Order No. 1. No additional claims shall be made for changes in Contract Price or Contract Time arising from these work items.

All other provisions of the contract remain unchanged.

Agreed to this 17th day of August, 2014

Recommended:
Black & Veatch Corporation

By: 
Engineering Manager

Date: 7.22.14

Approved:
City of Grand Island

By: _____

Date: _____

Approved:
Garney Construction Co.

By: 

Date: 7/25/2014

Stacy R. Donhof
Asst. City Attorney
8/7/14

Approved as to Form _____

Date: _____ City Attorney

RESOLUTION 2014-213

WHEREAS, on May 14, 2013, by Resolution 2013-146, the City of Grand Island awarded Garney Companies, Inc. of Gardner, Kansas the bid in the amount of \$16,993,000.00 for construction of Headworks Improvements; Project No. WWTP-2013-1; and

WHEREAS, it has been determined that modifications are necessary to proceed with such construction, which have been incorporated into Change Order No. 1; and

WHEREAS, the result of such modifications will decrease the contract amount by \$24,745.00 for a revised contract price of \$16,893,255.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor be, and hereby is, authorized and directed to execute Change Order No. 1 between the City of Grand Island and Garney Companies, Inc. of Gardner, Kansas to provide the modifications.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 12, 2013.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

| | |
|---------------------|-----------------|
| Approved as to Form | ☐ _____ |
| August 11, 2014 | ☐ City Attorney |



City of Grand Island

Tuesday, August 12, 2014

Council Session

Item G-16

#2014-214 - Approving Bid Award for One (1) Automated Oil & Grease Extraction System for the Wastewater Division

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

Council Agenda Memo

From: Marvin Strong PE, Wastewater Plant Engineer

Meeting: August 12, 2014

Subject: Approving Bid Award for One (1) Automated Oil & Grease Extraction System for the Wastewater Division

Item #'s: G-16

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

Background

On July 18, 2014 the Wastewater Division of the Public Works Department advertised for bids for one (1) Automated Oil & Grease Extraction System. There was one (1) potential bidder.

This piece of equipment is used for analyzing samples for oil and grease as required by the permit. This equipment will eliminate the safety hazards that are present in the current manual procedure performed in the laboratory. It will also save up to 90% on chemical cost, and significantly reduce personnel time spent on performing the analysis. The payback on this equipment is less than 1 ½ years between labor and chemical savings.

Discussion

One (1) bid was received and opened on July 29, 2014. The bid was submitted in compliance with the plans and specifications. A summary of the bid is shown below.

| <i>Bidder</i> | <i>Exceptions</i> | <i>Base Bid</i> |
|--|--------------------------|---|
| Horizon Technology, Inc. of Salem, New Hampshire | None | New System = \$28,048.97
Vacuum Pump Kit = \$ 1,286.00
SpeedVap III Evaporator System = \$ 3,530.00
GRAND TOTAL BID = \$32,864.97 |

The original bid solicitation was for the extraction system solely and didn't include the vacuum pump kit or evaporator system, which are both needed in order to operate this piece of equipment. The base bid of \$28,048.97 is for the extraction system exclusively.

Account No. 53030051-85531 will fund this purchase.

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 awarding the bid to Horizon Technology, Inc. of Salem, New Hampshire in the amount of \$32,864.97.00.

Sample Motion

Move to approve the bid award.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: July 29, 2014 at 2:00 p.m.
FOR: (1) Automated Oil & Grease Extraction System
DEPARTMENT: Public Works
ESTIMATE: \$40,229.02
FUND/ACCOUNT: 53030051-8553
PUBLICATION DATE: July 18, 2014
NO. POTENTIAL BIDDERS: 1

SUMMARY

Bidder: Horizon Technology
Salem NH
Exceptions: None
Bid Price: \$28,048.97

cc: John Collins, Public Works Director
Mary Lou Brown, City Administrator
Stacy Nonhoff, Purchasing Agent

Catrina DeLosh, PW Admin. Assist.
Jaye Monter, Finance Director
Dallas Powell, WWTP Lab Tech

P1746



Oil & Grease

SPE-DEX® 1000/3000XL | SpeedVap™ III

Horizon Technology, Inc. | Salem, NH USA

Oil & Grease

- ▶ Extract oil & grease from a wide range of clean and dirty aqueous samples
- ▶ EPA method 1664A/1664B (Waste Water):
 - ✓ n-hexane Extractable Materials (HEM)
 - ✓ n-hexane Extractable Non-Polar Materials not absorbed by silica gel (SGT-HEM)
- ▶ Final measurement is gravimetric



SPE-DEX® 3000XL with Controller v2.2



- ▶ Designed for **Oil and Grease** analytes only
- ▶ Fully compliant with EPA Methods 1664A and 1664B
- ▶ Bench-top design, frees up hood space.
- ▶ All stations are independent of one another
- ▶ Handles influent samples with high particulate loading
- ▶ Automatically delivers all the necessary solvents
- ▶ Uses the original sample container
- ▶ Rinses the sample container automatically
- ▶ Reduces analyst-to-analyst variations
- ▶ Eliminate instrument carryover
- ▶ Reduces labor costs
- ▶ Reduces solvent costs
- ▶ Increases sample throughput

SpeedVap™ III | Solvent Evaporation System



- ▶ Can be used for both SPE and LLE extractions
- ▶ Applies gentle, consistent heating of extracts
- ▶ Uses a vacuum to swirl the extract for even evaporation
- ▶ Keeps extracts covered for contaminant free process
- ▶ Reduces evaporation times by 25-50%
- ▶ Accommodates from 5 to 9 extract pans
- ▶ Bench-top design, frees up hood space

RESOLUTION 2014-214

WHEREAS, the City of Grand Island invited sealed bids for one (1) Automated Oil & Grease Extraction System, according to specifications on file with the Public Works Department; and

WHEREAS, on July 29, 2014 bids were received, opened, and reviewed; and

WHEREAS, Horizon Technology, Inc. of Salem, New Hampshire submitted a bid in accordance with the terms of the advertisement of bids and specifications and all other statutory requirements contained therein, such bid being in the amount of \$32,864.97, and

WHEREAS, Horizon Technology, Inc.'s bid was below the estimate for such equipment; and

WHEREAS, funds are available in the Fiscal Year 2013/2014 budget for such purchase.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Horizon Technology, Inc. of Salem, New Hampshire in the amount of \$32,864.97 for one (1) Automated Oil & Grease Extraction System is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 12, 2014.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

| | |
|---------------------|-----------------|
| Approved as to Form | ▣ _____ |
| August 11, 2014 | ▣ City Attorney |



City of Grand Island

Tuesday, August 12, 2014

Council Session

Item G-17

#2014-215 - Approving Agreement with NDOR for the Grand Island Area Metropolitan Planning Organization (GIAMPO) Long Range Transportation Plan

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

Council Agenda Memo

From: Terry Brown PE, Assistant Public Works Director

Meeting: August 12, 2014

Subject: Approving Agreement with NDOR for the Grand Island Area Metropolitan Planning Organization (GIAMPO) Long Range Transportation Plan

Item #'s: G-17

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

Background

All agreements must be approved by the City Council. In March 2013 the City of Grand Island was designated as a urbanized area with a population over 50,000 which requires the metropolitan area to establish a transportation planning process in accordance to Title 23 CFR 450 of the current federal transportation bill.

On July 8, 2014, by Resolution No. 2014-187, City Council approved the program agreement with the Nebraska Department of Roads (NDOR) for the purpose of assisting the Local Public Agency (LPA) [i.e. the City of Grand Island] in obtaining Federal approval and financial assistance to ensure a continued, comprehensive, and cooperative transportation planning process between the state and local governments for the 2015 fiscal year.

The maximum Federal participation under such agreement is not to exceed \$108,142 for Fiscal Year 2015, which begins July 1, 2014 and ends June 30, 2015. The Federal share on any portion of this project will be a maximum of 80% of the eligible costs. The local 20% (\$) funds would be the City's obligation not to exceed \$27,035 and can be part of in-kind services (staff time & expenses). Total cost is expected to be \$133,177.

Discussion

The NDOR has prepared an agreement for the Performance Based Long Range Transportation Plan, in accordance to Map-21, for the City of Grand Island; which upon approval will be in effect until the LPA's Federal-aid project is finished and final financial settlement has been completed. If the LPA determines for any reason not to

continue with the development of this project as a Federal-aid project, the LPA shall notify the State to negotiate any necessary project termination conditions.

The Federal share payable on portion of this project will be a maximum of 80% of the eligible costs up to maximum of \$150,000.00. All aspects of the project must remain eligible for Federal funding and decisions made and actions taken for the project have adequate supporting documentation filed.

The total cost of the project, including preliminary engineering, is currently estimated to be \$187,500.00, but such costs may increase or decrease due to variations between the estimated and actual project costs. The LPA has earmarked and will place in its fiscal budget sufficient funds to pay all project costs not paid for by Federal funds, such costs are currently estimated to be \$37,500.00, but such costs may increase or decrease due to variations between the estimated and actual project costs.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve a resolution authorizing the Mayor to sign the agreement.

Sample Motion

Move to approve authorization for the Mayor to sign the agreement.

RESOLUTION 2014-215

WHEREAS, the Nebraska Department of Roads (NDOR) has prepared an agreement for the Performance Based Long Range Transportation Plan, in accordance with Map-21, for the City of Grand Island; and

WHEREAS, the Federal share payable on portion of this project will be a maximum of 80% of the eligible costs up to maximum of \$150,000.00; and

WHEREAS; all aspects of the project must remain eligible for Federal funding and decisions made and actions taken for the project have adequate supporting documentation filed, and

WHEREAS, the total cost of the project, including preliminary engineering, is currently estimated to be \$187,500.00, but such costs may increase or decrease due to variations between the estimated and actual project costs; and

WHEREAS, the LPA has earmarked and will place in its fiscal budget sufficient funds to pay all project costs not paid for by Federal funds, such costs are currently estimated to be \$37,500.00, but such costs may increase or decrease due to variations between the estimated and actual project costs.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the agreement with the Nebraska Department of Roads for the purpose of Performance Based Long Range Transportation Planning is hereby approved.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 12, 2014.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

| | |
|---------------------|-----------------|
| Approved as to Form | ☐ _____ |
| August 11, 2014 | ☐ City Attorney |



City of Grand Island

Tuesday, August 12, 2014

Council Session

Item G-18

**#2014-216 - Approving Change Order No. 3 for North Interceptor
Phase I; Project No. 2012-S-6**

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

Council Agenda Memo

From: Terry Brown PE, Assistant Public Works Director

Meeting: August 12, 2014

Subject: Approving Change Order No. 3 for North Interceptor Phase I;
Project No. 2012-S-6

Item #'s: G-18

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

Background

Public Works Staff in conjunction with the design engineer, Black & Veatch of Kansas City, Missouri have developed multi-year replacement plan for the City of Grand Island's large diameter gravity sanitary sewer interceptor network. The current planned interceptor, entitled the "North Interceptor" will replace aged force main sanitary sewer, reduce or eliminate current sewer pumping station(s), provide additional capacity for existing, and new growth areas of Grand Island.

On May 14, 2013, by Resolution No. 2013-147, City Council awarded, Project 2012-S-6, North Interceptor Phase I to Merryman Excavation, Inc. of Woodstock, Illinois, in the amount of \$8,444,635.00.

On September 10, 2013, by Resolution No. 2013-303, City Council approved Change Order No. 1, which supplied and installed thirty-four (34) Fiberglass Manhole(s) with Polyvinyl Chloride Pipe stubs. No additional claim for the contract amount or time was required.

On January 28, 2014, by Resolution No. 2014-13, City Council approved Change Order No. 2, which covered the removal and replacement of an existing concrete encased waterline at the intersection of Voss Road and Seedling Mile Road, the procurement and installation of a new partial lid for the Junction Box to provide access through a 4-foot by 4-foot hatch, the partial costs of the damages caused by a concrete slab that was discovered on top of existing electrical conduits near Station 14+60, the removal and replacement of an existing storm sewer at the intersection of 4th Street and 7th Street, and the time extension requested by the Contractor for substantial and final completion. Such change order resulted in a contract price increase of \$27,033.17, for a revised contract amount of \$8,471,668.17.

Discussion

The North Interceptor Phase I overall construction project progress level is nearly complete. In December, 2013 the lower third of large diameter gravity interceptor sewer being installed was put into service.

City Staff and the consulting engineer, Black & Veatch have reviewed, negotiated, and bring forward to the members of City Council items outlined in Change Order No. 3.

- Modification of the bid form for “as constructed” quantities as calculated at project completion and in accordance with that will be submitted on the final pay application
- Address the unsatisfactory slip lining, through the use of CCTV, portion of the work in terms of the final grades of the installed liner pipe. The inconsistent grades will require some additional maintenance by the City in the future, which the contractor has agreed to a credit for these future maintenance issues
- Final review of the payment applications revealed an error in quantity for Connections to Existing Manholes (Item No. 4.18). This error was in favor of the contractor because it increased the quantity from two to six. In order to correct this overpayment, the City shall receive a credit in the amount of the additional four connections
- Contractor request for an increase in time for Final Completion in order to finalize punch list items and to allow for work that needs to be completed by subcontractors at Manhole No. 1 (Station 0+00). The work at this manhole required specific timing and coordination with the ongoing Wastewater Treatment Plant Headworks project.

The modifications to this project will result in a contract increase of \$183,791.80, resulting in a revised contract amount of \$8,655,459.97.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve Change Order No. 3 with Merryman Excavation, Inc. of Woodstock, Illinois in the amount of \$183,791.80 for a revised contract of \$8,655,459.97 for North Interceptor Phase I; Project 2012-S-6.

Sample Motion

Move to approve the resolution.

**CITY OF GRAND ISLAND, NEBRASKA
NORTH INTERCEPTOR – PHASE 1**

**CITY PROJECT 2012-S-6
BLACK & VEATCH PROJECT NO. 175144**

SUMMARY

CHANGE ORDER NO. 3

The Contract Price shall be modified as follows as a result of the changes described by this modification request. Additions to the Contract Price are indicated by a "+" in front of the amount, deductions by a "-".

| <u>Effect on Contract Price</u> | | Increase/Decrease
In Contract
Price
(+/-) |
|-----------------------------------|---|--|
| <u>Item</u> | <u>Description</u> | |
| CO3-1 | Finalize as-built quantities (See Detailed Breakdown in Attachment 1) | +\$249,374.80 |
| CO3-2 | Out of square placement of junction box hatch. | -\$583.00 |
| CO3-3 | Sliplining credit | -\$25,000.00 |
| CO3-4 | Connection to manholes credit | -\$40,000.00 |
| CO3-5 | Request for time extension | \$----- |
| NET CHANGE IN CONTRACT PRICE | | +183,791.80 |
| BID AMOUNT OF ORIGINAL CONTRACT | | \$8,444,635.00 |
| PREVIOUS CHANGE ORDER ADJUSTMENTS | | + \$27,033.17 |
| CURRENT CONTRACT AMOUNT | | \$8,471,668.17 |
| CHANGE ORDER NO. 3 | | +183,791.80 |
| ADJUSTED CONTRACT AMOUNT | | \$8,655,459.97 |

6/27/2014

CO3-5

Effect on Contract Time

| | | |
|-------|--|---------------------|
| -- | Substantial Completion for Original Contract | January 13, 2014 |
| -- | Final Completion for Original Contract | February 17, 2014 |
| CO2-5 | Contract Time Extension for Substantial Completion, Calendar Days (Date) | 86 (April 9, 2014) |
| CO2-5 | Contract Time Extension for Final Completion, Calendar Days (Date) | 58 (April 16, 2014) |
| CO3-5 | Contract Time Extension for Final Completion, Calendar Days* (Date)
*Days are in addition to previous time extension. | 86 (July 11, 2014) |

No additional claims shall be made for changes in Contract Time arising from these work items.

This change order includes all costs, direct, indirect, and consequential, and all changes in Contract Time arising from the work included in the items for Change Order No. 3. No additional claims shall be made for changes in Contract Price or Contract Time arising from these work items.

All other provisions of the contract remain unchanged.

Agreed to this 11th day of July, 2014

Recommended:
Black & Veatch Corporation

By: [Signature]
Engineering Manager

Date: 7/8/14

Approved:
City of Grand Island

By: _____

Date: August 12, 2014

Approved:
Merryman Excavation, Incorporated

By: [Signature]

Date: 7/6/14

Approved as to Form _____
City Attorney

Date: _____

6/27/2014

CO3-6

RESOLUTION 2014-216

WHEREAS, On May 14, 2013, by Resolution No. 2013-147, City Council awarded Project 2012-S-6, North Interceptor Phase I to Merryman Excavation, Inc. of Woodstock, Illinois, in the amount of \$8,444,635; and

WHEREAS, On September 10, 2013, by Resolution No. 2013-303, City Council approved Change Order No. 1, which supplied and installed thirty-four (34) Fiberglass Manhole(s) with Polyvinyl Chloride Pipe stubs. No additional claim for the contract amount or time; and

WHEREAS, on January 28, 2014, by Resolution No. 2014-13, City Council approved Change Order No. 2, which provided miscellaneous work changes, as well as time extension for substantial and final completion dates, in the amount of \$27,033.17; and

WHEREAS, it has been determined that modifications are necessary to proceed with such construction project, which have been incorporated into Change Order No. 3; and

WHEREAS, the result of such modifications will decrease the contract amount by \$183,791.80 for a revised contract price of \$8,655,459.97.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that authorization to proceed with scope described in Change Order No. 3 with Merryman Excavation, Inc. of Woodstock, Illinois in the amount of \$183,791.80, for a revised contract amount of \$8,655,459.97 is hereby approved; and

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to execute such Change Order No. 3, North Interceptor Phase I, Project 2012-S-6 on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 12, 2014.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

| | |
|---------------------|-----------------|
| Approved as to Form | ☐ _____ |
| August 12, 2014 | ☐ City Attorney |



City of Grand Island

Tuesday, August 12, 2014

Council Session

Item G-19

#2014-217 - Approving Agreements for Temporary Construction Easements for Capital Avenue Widening – Webb Road to Broadwell Avenue

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

Council Agenda Memo

From: Terry Brown PE, Assistant Public Works Director

Meeting: August 12, 2014

Subject: Approving Agreements for Temporary Construction Easements for Capital Avenue Widening – Webb Road to Broadwell Avenue

Item #'s: G-19

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

Background

The City and the Nebraska Department of Roads (NDOR) entered into an agreement, which was executed by the City on May 24, 2011 by Resolution No. 2011-124, which specified various duties and funding responsibilities for the Capital Avenue – Webb Road to Broadwell Avenue project. The agreement required that NDOR Standards and Specifications are to be used for design, construction inspection and quality control.

This project will consist of removal of the existing 24' wide asphalt roadway and construction of new concrete pavement on Capital Avenue from Webb Road through Broadwell Avenue. The new roadway will consist of five lane curbed concrete pavement. Other improvements include construction of sidewalks and a concrete hike/bike trail, updated street lighting, and construction of new storm sewer. A pedestrian signal will be constructed approximately 1000' east of Webb Road to provide for safe crossing for users of the hike/bike trail.

This project will be coordinated with the North Interceptor Sanitary Sewer project.

City Council approved temporary construction easements from Kathryn L. Vandeberg (\$2,760.00) and Gilbert L. & Katherine J. Kyhn (\$2,780.00), by Resolution No. 2014-160, on June 10, 2014. The original agreements omitted compensation to the property owners for removal of the existing fencing.

Temporary Construction Easements are necessary for this project to be completed, which must be approved by City Council.

Discussion

A correction to the original temporary construction easements is necessary to allow compensation to the property owners for removal of the existing fencing, in the amount of \$250.00 for each property. All corrected documents have been signed and returned by the property owners. Authorization of the documents is contingent upon City Council approval.

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 Agreements for Temporary Construction Easements between the City of Grand Island, Public Works Department and the affected property owners in the Capital Avenue Widening – Webb Road to Broadwell Avenue project.

Sample Motion

Move to approve the Temporary Construction Easement Agreements.

RESOLUTION 2014-217

WHEREAS, temporary construction easement agreements are required by the City of Grand Island, from the affected property owners in the Capital Avenue Widening – Webb Road to Broadwell Avenue Project area; and

WHEREAS, City Council approved temporary construction easements from Kathryn L. Vandeberg (\$2,760.00) and Gilbert L. & Katherine J. Kyhn (\$2,780.00), by Resolution No. 2014-160, on June 10, 2014; and

WHEREAS, the original agreements omitted compensation to the property owners for removal of the existing fencing; and

WHEREAS, a correction to the original temporary construction easements is necessary to allow such compensation, in the amount of \$250.00 for each property; and

WHEREAS, a corrected Agreement for Temporary Easements has been reviewed and approved by the City Legal Department.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island be, and hereby is, authorized to enter into the corrected Agreements for Temporary Easements from Kathryn L. Vandeberg and Gilbert L. & Katherine J. Kyhn.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 12, 2014.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

| | |
|---------------------|-----------------|
| Approved as to Form | ☐ _____ |
| August 11, 2014 | ☐ City Attorney |



City of Grand Island

Tuesday, August 12, 2014

Council Session

Item G-20

**#2014-218 - Approving Temporary Construction Easement for
Westgate Drainage District No. 2013-D-4 (MHEC Land Trust, VI)**

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

Council Agenda Memo

From: Terry Brown PE, Assistant Public Works Director

Meeting: August 12, 2014

Subject: Approving Temporary Construction Easement for Westgate Drainage District No. 2013-D-4 (MHEC Land Trust, VI)

Item #'s: G-20

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

Background

Drainage Improvement District No. 2013-D-4 was continued by City Council on December 17, 2013.

The District is made up of the north half of Gold Road east to Claude Road and is shown on the attached exhibit. The project consists of running a pipe along Gold Road and outletting to the existing drainage ditch to drain property within the district boundary which currently does not drain.

A Temporary Construction easement is needed to accommodate the construction activities for Westgate Drainage District No. 2013-D-4, which must be approved by City Council. The temporary construction easement will allow for the drainage improvements to this area.

A sketch is attached to show the temporary construction easement area.

Discussion

A temporary construction easement is needed from one (1) property owner for Westgate Drainage District No. 2013D-4; Webb Road to be constructed.

There will not be any compensation for use of the temporary construction area.

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 Temporary Construction Easement between the City of Grand Island and the affected property owner for Westgate Drainage District No. 2013-D-4.

Sample Motion

Move to approve the temporary construction easement.

RESOLUTION 2014-218

WHEREAS, a temporary construction easement is required by the City of Grand Island, from an affected property owner in the Westgate Drainage District NO. 2013-D-4 project area:

MHEC Land Trust, VI –

A temporary 20' construction easement located in part of Lot 1, Westgate Sixth Subdivision in the City of Grand Island, Hall County, Nebraska, and more particularly described as follows:

Commencing at the southeast corner of Lot 1, Westgate Sixth Subdivision, thence upon and along the east line of said Lot 1 a distance of 20 feet, to the point of beginning; thence west, parallel and 20 feet north of the south line of Lot 1, Westgate Sixth Subdivision, to a point on the west line of Lot 1, thence north, along west line of said Lot 1, a distance of 20 feet, thence east, parallel and 40 feet north of the south line of Lot 1, Westgate Sixth Subdivision, to a point on the east line of Lot 1, thence south, parallel and 20 feet north of south line of Lot 1 Westgate Sixth Subdivision to the point of beginning. Said temporary easement contains a calculated area of 600 square feet or 0.014 acres more or less.

WHEREAS, such Temporary Construction easement has been reviewed and approved by the City Legal Department.

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

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 12, 2014.

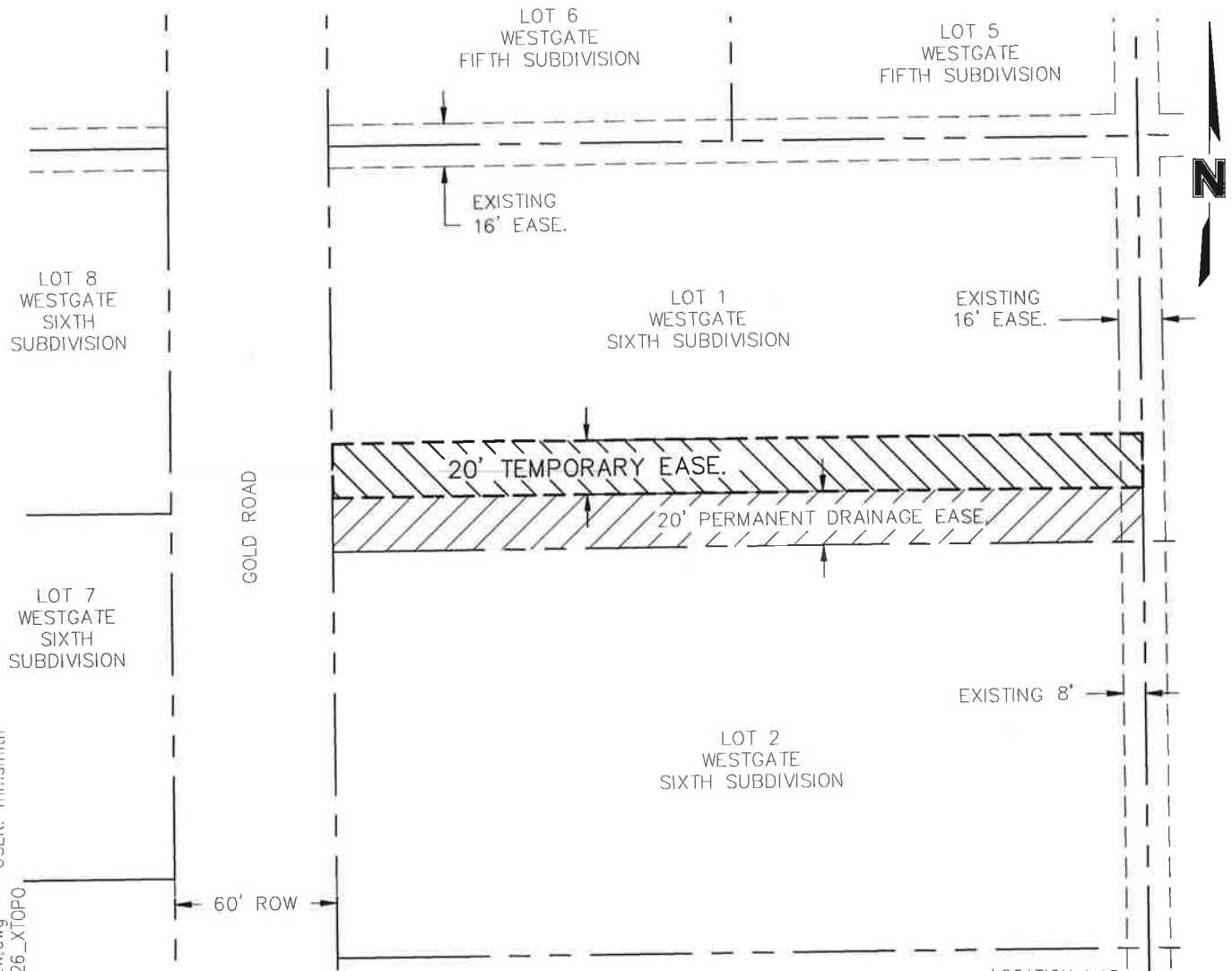
Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

| | |
|---------------------|-----------------|
| Approved as to Form | ☐ _____ |
| August 11, 2014 | ☐ City Attorney |

DWG: F:\projects\014-0826\014-0826_PBIN\MasterXrefs\0140826_EASMT NEW.dwg
 DATE: Jul 01, 2014 4:42pm
 USER: mmsmith
 XREFS: 0140826_ROW 0140826_XTOPO



LEGEND

- PROPERTY LINE
- - - DRAINAGE EASEMENT LINE
- - - EXISTING EASEMENT LINE



LOCATION MAP
NOT TO SCALE



TEMPORARY CONSTRUCTION EASEMENT

A TEMPORARY 20' CONSTRUCTION EASEMENT LOCATED IN PART OF LOT 1, WESTGATE SIXTH SUBDIVISION IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 1, WESTGATE SIXTH SUBDIVISION, THENCE UPON AND ALONG THE EAST LINE OF SAID LOT 1 A DISTANCE OF 20 FEET, TO THE POINT OF BEGINNING; THENCE WEST, PARALLEL AND 20 FEET NORTH OF THE SOUTH LINE OF LOT 1, WESTGATE SIXTH SUBDIVISION, TO A POINT ON THE WEST LINE OF LOT 1, THENCE NORTH, ALONG WEST LINE OF SAID LOT 1, A DISTANCE OF 20 FEET, THENCE EAST, PARALLEL AND 40 FEET NORTH OF THE SOUTH LINE OF LOT 1, WESTGATE SIXTH SUBDIVISION, TO A POINT ON THE EAST LINE OF LOT 1, THENCE SOUTH, PARALLEL AND 20 FEET NORTH OF SOUTH LINE OF LOT 1 WESTGATE SIXTH SUBDIVISION TO THE POINT OF BEGINNING. SAID TEMPORARY EASEMENT CONTAINS A CALCULATED AREA OF 600 SQUARE FEET OR 0.014 ACRES MORE OR LESS.

PROJECT NO: 2014-0826
 DRAWN BY: MMS
 DATE: 06.20.2014

TEMPORARY EASEMENT

MOLSSON
ASSOCIATES

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

EXHIBIT
B



City of Grand Island

Tuesday, August 12, 2014

Council Session

Item G-21

#2014-219 - Approving Contract for Information Technology Network Administration Support

Staff Contact: Jaye Monter, Finance Director

Council Agenda Memo

From: Jaye Monter, Finance Director

Meeting: August 12, 2014

Subject: Approving Contract for Information Technology
Network Administration Support

Item #'s: G-21

Presenter(s): Jaye Monter, Finance Director

Background

Three years ago the City of Grand Island's Information Technology division sought its first request from vendors to provide expert service for network administration support. That three year contract awarded to Duey's Computer Service, Inc. has proven not only financially beneficial to the city by not having to employ a dedicated network administrator, but also a success in providing expertise with design and implementation of the city's growing network, servers, firewalls, switches and routing configurations.

Therefore, a second Request for Proposals were requested and accepted May 14, 2014 by the Information Technology division of Finance, with three vendors responding to the request.

Discussion

Proposals were received, reviewed and scored by two individuals from the Information Technology division and one individual from Utility Engineering. Duey's Computer Service, Inc. of Lincoln, Nebraska is the vendor selected to continue contract services with an expert service provider for network administration support.

Duey's Computer Service, Inc. will continue working with the Information Technology team along with other divisions of the city to continue building network service to remote locations and bring continuity, security expertise and disaster recovery processes and procedures to our City Hall domain.

Contract services will provide 35 hours per month including two site visits at a monthly cost of \$3,435. Service calls above 35 hours per month will be billed at \$95 per hour for the first hour and \$23.75 for each 15 minute segment plus \$142.50 for

additional on-site visits. Priority calls needing service within one hour will be billed at \$180 per hour for the first hour and \$45 for each 15 minute segment.

The contract contains an annual rate increase of 3% beginning September 1, 2015 for year two and September 1, 2016 for year three. After the last day of August, 2017, the contract shall continue on a month to month basis along with the 3% annual rate increase each September 1 until cancelled by either party in writing.

Alternatives

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

1. Approve the computer network maintenance agreement for with Duey's Computer Service, Inc. for information technology network administration support.
2. Postpone the request.
3. Take no action.

Recommendation

City Administration recommends that the Council approve the computer network maintenance agreement for network administration support with Duey's Computer Service, Inc. of Lincoln Nebraska.

Sample Motion

Move to approve the computer network maintenance agreement for network administration support with Duey's Computer Service, Inc. of Lincoln, Nebraska.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

**REQUEST FOR PROPOSAL
FOR
INFORMATION TECHNOLOGY EXPERT SERVICE PROVIDER SUPPORT**

RFP DUE DATE: May 14, 2014 at 4:15 p.m.

DEPARTMENT: Information Technology

PUBLICATION DATE: April 25, 2014

NO. POTENTIAL BIDDERS: 2

SUMMARY OF PROPOSALS RECEIVED

NetStandard
Kansas City, KS

Duey's Computer Service, Inc.
Lincoln, NE

Turner & Associates, Corp.
Holdrege, NE

cc: Jaye Monter, Finance Director
Stacy Nonhoff, Purchasing Agent

Robyn Splattstoesser, IT Manager
Mary Lou Brown, City Administrator

P1735

COMPUTER/NETWORK MAINTENANCE AGREEMENT

This Computer/Network Maintenance Agreement is entered into by and between Duey's Computer Service, Inc. and The City of Grand Island, a city government located in Grand Island, Nebraska this _____ day of _____, 2014.

In consideration of the promises, covenants, obligations and other consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby mutually agree as follows, to wit:

1. Term. The term of this Agreement shall begin the 1st day of September, 2014 and end on the last day of August, 2017. After the last day of August, 2017 this agreement shall continue on a month to month basis until cancelled by either party in writing.

2. Scope of the Service Provided. Duey's Computer Service, Inc. (hereinafter "Duey's") shall be the primary provider of computer and network support for The City of Grand Island (hereafter "The City"), during the term of this Agreement. Duey's will provide The City 35 hours of standard service per month at the rate set forth hereinafter. The 35 hours per month must be used in the designated month or used in the month immediately following the designated month providing this contract is still in effect. If the hours in the 35 hour provision are not used in the designated month or in immediately following the month, the hours shall be forfeited and shall lapse. Duey's will provide two (2) monthly onsite visits without travel charges. Additional onsite visits during any given month will incur travel charges, at the rate set forth below. The City hereby agrees that no other computer service provider, or equipment vendor of any kind shall install, upgrade, adjust or otherwise alter the configuration of the network system, or any component thereof, during the term of this Agreement without first contacting Duey's to obtain the necessary information with which to make the installation, upgrade, adjustment or alteration, so as to avoid jeopardizing the network system. Duey's will not charge for e-mail or telephone calls with a vendor called by The City under the foregoing circumstances, if said e-mails or phone calls require less than fifteen (15) minutes of Duey's time. If additional assistance is required by the service provider or vendor, The City hereby agrees to pay Duey's the "Priority Rate" for such services, as set forth below.

Duey's shall also provide telephone and e-mail support for The City at The City's request. Any computer related issue not resulting in a service call, and brought to Duey's attention shall be considered telephone or e-mail support. Duey's shall provide telephone or e-mail support out of the monthly pool of hours as part of the monthly fee set forth hereinafter.

Duey's shall further provide proactive network monitoring from its home location, Lincoln, Nebraska. The City shall promptly notify Duey's of any computer related problems as they occur, and shall allow Duey's access to its computer systems, and all components thereof, in order to document and resolve the network and computer problems. Any alarms generated by the monitoring system implemented by Duey's shall be considered an incident, as set forth in the preceding paragraph.

3. Service Rates.

- A. Contract Rates. In exchange for the services to be provided by Duey's to The City, The City hereby agrees that it shall pay to Duey's the sum of \$3,435.00 per month, plus the annual increase in section D below, for each month during the term hereof. Duey's shall provide an invoice to The City on a monthly basis, setting forth this charge, together with any additional charges for time spent by Duey's in servicing the needs of The City under the terms and provisions hereof.
- B. Standard Rate. For a standard service call, Duey's will respond within 1 to 3 business days. Included within this Computer/Network Maintenance Agreement is 35 hours of standard service per month, for the charges set forth in the preceding paragraph. In the event that 35 hours have not been used by The City in any calendar month or immediately following the calendar month as outlined above in section 2, said time shall be forfeited, and shall lapse. Additional time for standard service calls will be billed at \$95 per hour for the first hour, and \$23.75 for each 15 minute segment or any portion thereof, thereafter. This rate will increase annually as set forth in section D below. As stated previously, Duey's will waive travel charges for two (2) visits per month. Additional on-site visits during any given month will incur a charge of \$142.50 per trip. This rate will increase annually as set forth in section D below.
- C. Priority Rate. For all priority service calls, Duey's will make itself available within one (1) hour of being contacted by The City for said service (plus any additional travel time). Priority service calls shall be billed at \$180.00 per hour for the first hour, and \$45 for each 15 minute segment, or any portion thereof, thereafter. This rate will increase annually as set forth in section D below.
- D. Annual Rate Increase. For the duration of this contract the above rates will increase by 3% per annually with the first increase taking effect September 1st, 2015 and increasing annually each September 1st until the contract is cancelled or superseded.

All service requests shall be considered standard service calls unless The City specifically requests a priority service call.

4. Parts and Equipment. If parts or other equipment are required to repair or upgrade existing equipment, Duey's shall contact The City for authorization before any such parts or other equipment are purchased or installed.

5. Indemnification and Hold Harmless. Duey's hereby agrees that it shall handle all computers, equipment, and data owned by The City with utmost care. However, Duey's cannot and shall not be liable for any hardware failures, software failures, or data loss as a result of the services provided hereunder. Duey's recognizes that the network and servers of The City contain some confidential and privileged information. This confidential and privileged information shall not be accessed without the express consent of The City. The City hereby agrees to indemnify and hold Duey's harmless from and against any and all claims, damages, losses or expenses arising out of or

related to acts, negligence, or failures of its employees, or agents, with respect to the computers, network equipment and software being serviced by Duey's hereunder.

6. Invoice and Payment. Duey's shall submit monthly invoices to The City, containing the monthly charge of \$3,435.00, and an itemization of any charges for additional services provided, pursuant to the rates and increases set forth herein above, and any additional costs which have been incurred for parts and equipment, in each month during the term of this Agreement. The monthly maintenance fee shall be prepaid each month. The City shall pay the full amount of each such invoice within thirty (30) days of the date of its receipt. Any balances not paid within thirty (30) days of receipt by The City shall bear interest at the rate of 1.5% per month, beginning thirty (30) days after the date of the unpaid invoice. Any and all costs of collection, including postage, attorneys fees, and costs shall be paid by The City.

7. Early Termination due to deficiencies. Upon written request, both parties shall have sixty (60) days to cure any deficiencies prior to contract termination for such deficiency. Duey's hereby agrees that The City may terminate this contract immediately should Duey's give access to The City's information, data, documents, etc. stored on the network to any person or company not specifically authorized by The City to have that information.

8. Governing Law. This Agreement shall be construed, governed, and interpreted according to the laws of the State of Nebraska.

9. Time of the Essence. Time is of the essence of this Agreement, and the parties hereby agree that any and all obligations as set forth herein shall be performed in a reasonably timely manner.

10. Severance. If any paragraph, section, or portion of this Agreement shall be unenforceable under the laws of the State of Nebraska, for any reason, the remaining portions of the Agreement which are otherwise enforceable shall remain in full force and effect.

11. Assignability. Neither this Agreement nor any of the parties' rights hereunder shall be assignable by any party hereto, without the prior written consent of the other party.

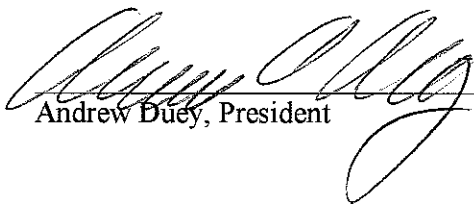
12. Entire Agreement. This Agreement shall constitute the final written expression of all of the agreements between the parties, and is a complete and exclusive statement of those terms. It shall supersede all understandings and negotiations concerning the matters specified herein. Any representations, promises, warranties or statements made by either party that differ in any way from the terms of this written Agreement shall be given no force or effect. The parties specifically represent, each to the other, that there are no additional or supplemental agreements between them related in any way to the matters set forth herein unless specifically included or referred to herein. No addition to or modification of any provision of this Agreement shall be binding upon any party unless made in writing, and signed by all parties hereto.

13. Headings. Headings of the articles and sections of this Agreement are for the convenience of the parties only, and shall be given no substantive or interpretative effect whatsoever.

IN WITNESS WHEREOF, the parties have executed this Computer/Network Maintenance Agreement on the day and year herein above first set forth.

DUEY'S COMPUTER SERVICE, INC.

Date: 8-6-14

By: 
Andrew Duey, President

THE CITY OF GRAND ISLAND.

Date: _____

By: _____
Authorized Representative

RESOLUTION 2014-219

WHEREAS, the Information Technology Division of Finance requested proposals for network administration support with an outside expert service provider; and

WHEREAS, on May 14, 2014 three proposals were received, reviewed and evaluated in accordance with established criteria in the RFP; and

WHEREAS, Duey's Computer Service, Inc. of Lincoln, Nebraska submitted a proposal for established services for a period of 36 months with an option to renew month to month at the end of the term; and

WHEREAS, the Agreement would begin September 1, 2014 thru August 31, 2017; and

WHEREAS, with a monthly standard rate of \$3,435 with a 3 percent increase each September 1st of each year thereafter for details and services outlined in the agreement; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the information technology computer network administration maintenance agreement by and between the City and Duey's Computer Service, Inc. is hereby approved.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 12, 2014.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

| | |
|---------------------|-----------------|
| Approved as to Form | ☐ _____ |
| August 11, 2014 | ☐ City Attorney |



City of Grand Island

Tuesday, August 12, 2014

Council Session

Item G-22

#2014-220 - Approving Bid Award for Furnishing Labor & Equipment to Transport Material to Sterling Estates Park

Staff Contact: Todd McCoy

Council Agenda Memo

From: Todd McCoy, Parks and Recreation Director

Meeting: August 12, 2014

Subject: Bid Award for Furnishing Labor & Equipment to Transport Material to Sterling Estates Park

Item #'s: G-22

Presenter(s): Todd McCoy, Parks and Recreation Director

Background

In 2008 the City of Grand Island purchased a 6.8 acre parcel of land located within the Sterling Estates development in the northwestern area of Grand Island designated for future park space.

Fifty thousand dollars was budgeted in the 2013-14 City budget to get the project started. The park is estimated to be completed in four phases of development over the course of four years.

Discussion

The first step of park development construction is to complete dirt work and grading. The park design calls for 3,800 cubic yards of “fill and “topsoil” material to be imported.

Three bids were received to deliver material to the park development site.

| | |
|--|-------------|
| Hooker Brothers Construction Co., Grand Island, Nebraska | \$19,950.00 |
| Dobesh Land Leveling, Grand Island, Nebraska | \$20,777.50 |
| Platte Valley Construction Co., Grand Island, Nebraska | \$21,470.00 |

Staff recommends awarding the bid to Hooker Brothers Construction Co. to provide and transport “fill” and “topsoil” material to the Sterling Estates Park development site. The project will be funded by the Sterling Estates Park Development Capital Account 40044450-90029.

Alternatives

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

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

Recommendation

City Administration recommends that the City Council award the bid to Hooker Brothers Construction Co. of Grand Island, Nebraska to provide and transport “fill” and “topsoil” material to the Sterling Park development site.

Sample Motion

Move to approve the bid from Hooker Brothers Construction to furnish the labor and equipment to transport material to Sterling Estates Park for a total of \$19,950.00.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: August 5, 2014 at 2:00 p.m.

FOR: Furnishing Labor & Equipment to Transport Material to Sterling Estates Park

DEPARTMENT: Parks & Recreation

ESTIMATE: \$39,000.00

FUND/ACCOUNT: 40044450-90029

PUBLICATION DATE: July 27, 2014

NO. POTENTIAL BIDDERS: 4

SUMMARY

| | | |
|-----------------------|---|---|
| Bidder: | <u>Hooker Brothers Construction Co.</u>
Grand Island, NE | <u>Dobesh Land Leveling</u>
Grand Island, NE |
| Exceptions: | None | None |
| Bid Price: | \$24,510.00 | \$20,667.50 |
| Alternate Bid: | \$19,950.00 | No Bid |

| | |
|-----------------------|---|
| Bidder: | <u>Platte Valley Construction Co.</u>
Grand Island, NE |
| Exceptions: | None |
| Bid Price: | \$24,700.00 |
| Alternate Bid: | \$21,470.00 |

cc: Todd McCoy, Parks & Recreation Director
Mary Lou Brown, City Administrator
Stacy Nonhoff, Purchasing Agent

Patti Buettner, Parks & Rec. Secretary
Jaye Monter, Finance Director

P1755

RESOLUTION 2014-220

WHEREAS, the City of Grand Island invited sealed bids for Furnishing Labor & Equipment to Transport Material to Sterling Estates Park, according to plans and specifications on file with the Parks and Recreation Department; and

WHEREAS, on August 5, 2014, three (3) bids were received, opened and reviewed; and

WHEREAS, Hooker Brothers Construction Co. from Grand Island, NE submitted a bid in accordance with the terms of the advertisement of bids, plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$19,950.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Hooker Brothers Construction Co. from Grand Island, NE, in the amount of \$19,950 for Furnishing Labor & Equipment to Transport Material to Sterling Estates Park is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 12, 2014.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

| | |
|---------------------|-----------------|
| Approved as to Form | ▣ _____ |
| August 11, 2014 | ▣ City Attorney |



City of Grand Island

Tuesday, August 12, 2014

Council Session

Item H-1

**Consideration of Request from Gloria and John Trejo for a
Conditional Use Permit for Off Street Parking for the Grand
Island Public Schools located at 622 N. Jefferson Street**

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

Staff Contact: Craig Lewis



City of Grand Island

Tuesday, August 12, 2014

Council Session

Item H-2

Consideration of Request from Central Nebraska Transload, LLC for a Conditional Use Permit for Ethanol Transload (Semi-Truck to Rail Car) and Store in Rail Car on Site located at 1213/1215 – 1221 East Highway 30

This item relates to the aforementioned Public Hearing item E-4.

Staff Contact: Craig Lewis



City of Grand Island

Tuesday, August 12, 2014

Council Session

Item I-1

#2014-221 - Consideration of Request from Full Circle Venue LLC dba Full Circle Venue, 3333 Ramada Road for an Addition to Class “C-88739” Liquor License

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

Staff Contact: RaNae Edwards

RESOLUTION 2014-221

WHEREAS, an application was filed by Full Circle Venue LLC doing business as Full Circle Venue, 3333 Ramada Road for an addition to Class "C-88739" Liquor License; and

WHEREAS, a public hearing notice was published in the *Grand Island Independent* as required by state law on August 2, 2014; such publication cost being \$16.77; and

WHEREAS, a public hearing was held on August 12, 2014 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 with the following conditions:

- 1) Phase 1 of the building improvement safety plan must be completed.
- 2) Panic hardware is placed on an exit door from the lounge into Denny's.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 12, 2014.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

| | |
|---------------------|-----------------|
| Approved as to Form | ▣ _____ |
| August 11, 2014 | ▣ City Attorney |



City of Grand Island

Tuesday, August 12, 2014

Council Session

Item I-2

#2014-222 - Consideration of Request from Luisa M. Lovato dba Ritmos Nightclub, 611 East 4th Street for a Class “I” Liquor License

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

Staff Contact: RaNae Edwards

RESOLUTION 2014-222

WHEREAS, an application was filed by Luisa M. Lovato doing business as Ritmos Nightclub, 611 East 4th Street 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 August 2, 2014; such publication cost being \$16.28; and

WHEREAS, a public hearing was held on August 12, 2014 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, August 12, 2014.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

| | |
|---------------------|-----------------|
| Approved as to Form | ☐ _____ |
| August 11, 2014 | ☐ City Attorney |



City of Grand Island

Tuesday, August 12, 2014

Council Session

Item I-3

**#2014-223 - Consideration of Redevelopment Plan for CRA Area
13R located West of Lincoln Avenue and North of Phoenix Avenue**

This item relates to the aforementioned Public Hearing item E-7.

Staff Contact: Chad Nabity

RESOLUTION 2014-223

WHEREAS, on June 27, 1994, the City of Grand Island enacted Ordinance No. 8021 creating the Community Redevelopment Authority of the City of Grand Island, Nebraska, to address the need for economic development opportunities through the vehicles provided in the Nebraska Community Development law at Neb. Rev. Stat. §18-2101, et seq., as amended; and

WHEREAS, Phil Ramsel has caused to be prepared a Blight and Substandard Study for an area of referred to as Area No. 13R; and

WHEREAS, Marvin Planning Consultants completed such Blight and Substandard Study and has determined that the area should be declared as substandard or blighted area in need of redevelopment; and

WHEREAS, Mr. Ramsel presented such study to the Grand Island City Council on June 24, 2014 and

WHEREAS, on July 24, 2014 the Grand Island City Council referred such study to the Hall County Regional Planning Commission for review and recommendation; and

WHEREAS, the Regional Planning Commission held a public hearing and recommended approval of such study at its July 2, 2014 meeting; and

WHEREAS, a public hearing to consider approval of a Blighted and Substandard designation was held on August 12, 2014.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Blight and Substandard Study for Redevelopment Area No. 13R as identified above is hereby approved, and those areas identified in said study are declared to be blighted and substandard and in need of redevelopment as contemplated in the Community Development law.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 12, 2014.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

| | |
|---------------------|-----------------|
| Approved as to Form | ☐ _____ |
| August 11, 2014 | ☐ City Attorney |



City of Grand Island

Tuesday, August 12, 2014

Council Session

Item I-4

#2014-224 - Consideration of Approving Special Revenue Fund for Pioneer Consortium Council for Library Services

Staff Contact: Steve Fosselman, Library Director

Council Agenda Memo

From: Steve Fosselman, Library Director

Meeting: August 12, 2014

Subject: Approving Special Revenue Fund for Pioneer Consortium Library Services

Item #'s: I-4

Presenter(s): Jaye Monter, Finance Director
Steve Fosselman, Library Director

Background

On December 21, 2010, Resolution 2010-368 was approved by the Grand Island City Council authorizing the City's public library to participate in a statewide Pioneer Consortium Joint Entity Agreement for Library Services. At that time four libraries were moving forward with a centralized open source software automated catalog project in order to reduce technology costs. As a participant in this consortium, Grand Island's City library has saved over \$10,000 annually for software maintenance compared to past proprietary maintenance fees. With addition of library development grants from the Nebraska Library Commission our library's migration costs with this open source system were less than \$3,000 compared to migration to the latest version of its past system ranging from \$38,000 to \$62,000.

Since that time membership in the Pioneer Consortium has expanded to 23 Nebraska libraries with plans to add nine more members in the coming year. Through increased membership the Pioneer Consortium has been able to keep costs level for our library at around \$7,000 per year and at the same time sponsor developments to the software in order to keep improving this product.

Discussion

As part of the Joint Entity Agreement the Pioneer Consortium Council designates a Financial Agent to manage budget and accounting functions for the consortium. The designated Financial Agent since inception has been the Lincoln City Library. Recently the Lincoln City Library has indicated potential withdrawal from the Pioneer Consortium, resulting in the Pioneer Consortium Council board designating Grand Island Public Library as the Financial Agent, effective May 1, 2014 but the City of Lincoln has

retained current accounting functions until the start of the City of Grand Island's new fiscal year October 1, 2014.

The Finance department will account for the deposit of membership dues and other revenues and expenditures of the Pioneer Consortium Council in a separate Special Revenue Fund. All expenditures will follow City procurement and appear on the payment of claims presented to Council. Records received from the City of Lincoln show revenues and expenses in the \$90,000 range for the past year, with a cash balance of approximately \$80,000.

Within the structure of this special revenue fund, the library director and secretary will routinely handle tasks of invoicing member libraries, processing deposits and claims for bills, and other matters much as it currently does for all other library operations.

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 establishment of a Special Revenue Fund for the Pioneer Consortium Council for Library Services of the joint entity agreement.

Sample Motion

Move to approve the special revenue fund for the Pioneer Consortium Council for Library Services.

PIONEER CONSORTIUM
JOINT ENTITY AGREEMENT

This Joint Entity Agreement ("Agreement") is entered into effective as of December ____, 2010 by and between the City of Grand Island, Nebraska; City of Holdrege, Nebraska; City of Lincoln, Nebraska; and the City of St. Paul, Nebraska and their respective library boards, pursuant to authority provided in the Nebraska Interlocal Cooperation Act, Neb. Rev. Stat. §§ 13-801, et seq. (Reissue 2007). The parties hereto shall be collectively referred to as the "Member Libraries" and each singularly as "member library."

RECITALS:

A. Art. XV, § 18 of the Constitution of the State of Nebraska and the Interlocal Cooperation Act, Neb. Rev. Stat. §§ 13-801 et seq. (the "Act") authorize two (2) or more public agencies to enter into agreements with one another for joint or cooperative action in regard to the exercise or enjoyment jointly of any power or powers, privileges, or authority exercised or capable of exercise by such public agencies and for the creation of a joint entity with the powers delegated to the joint entity by such public agencies.

B. The Member Libraries to this Agreement have the authority, among others things, to plan and implement projects and services for the purposes authorized by the Act.

C. The Member Libraries to this Agreement deem it in their mutual interests to coordinate planning and implementation of an open source integrated library system of library resources.

D. The Member Libraries desire to enter into this Agreement in order to jointly plan and implement these services.

E. The Member Libraries desire to create a joint administrative entity, known as the "Pioneer Consortium," to act on their behalf for the purposes and upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the above recitals and the mutual promises and covenants contained herein, it is agreed by the Member Libraries hereto, as follows:

1.0 PIONEER CONSORTIUM ESTABLISHMENT AND PURPOSE:

1.1 Parties. The parties to this Agreement are the Member Libraries and are public agencies within the meaning of Neb. Rev. Stat. § 13-803.

1.2 Public Agency. The Member Libraries understand and agree that the Pioneer Consortium is a joint entity within the meaning of Neb. Rev. Stat. § 13-803. Each member library consents to the participation in this Agreement by the other Member Libraries. Each member library agrees

and acknowledges that this Agreement shall become binding upon each member library upon execution of this Agreement.

1.3 Authorization of Agreement. Each member library shall approve the creation of the Pioneer Consortium through appropriate action by ordinance, resolution, or otherwise pursuant to the governing laws of each member library to authorize execution of the Agreement. Each member library shall execute duplicate copies of this Agreement and provide one executed copy to the Pioneer Consortium. The parties agree that the separately executed copies of this Agreement which shall constitute the Pioneer Consortium Joint Entity Agreement shall be given full force and effect. Any prior agreements regarding the creation of the Pioneer Consortium are superseded by this Agreement.

1.4 Purpose. The Pioneer Consortium is a joint entity of publicly funded libraries, the "Member Libraries," in the State of Nebraska. The Pioneer Consortium's purpose is to enrich the collections, share the resources, enhance the services, and strengthen support for its Member Libraries. This purpose is achieved through supporting an open source integrated library system of library resources, and other activities that enable its Member Libraries to provide library services efficiently and effectively. The Pioneer Consortium is based on open source integrated library software and computer equipment located at each member library and a central site, and linked via the Internet, which in turn constitutes the automated union catalog system. Each member library's goal shall be to maintain and enhance a strong working relationship with Member Libraries. All Member Libraries shall subscribe to the goals and primary functions of the Pioneer Consortium as noted herein.

1.5 Functions. The functions of the Pioneer Consortium are listed below, not necessarily in priority order of importance:

- a. To provide access to the union catalog of the Member Libraries;
- b. To allow patrons to request needed materials from the collections of Member Libraries;
- c. To enhance cooperative electronic and physical document delivery of materials held by Member Libraries;
- d. To provide access to electronic resources other than the union catalog to Member Libraries and their patrons; and
- e. To support cooperative collection development activities by Member Libraries.

1.6 Duration. The duration of this Agreement shall be from the effective date of this Agreement to January 1, 2016, and be subject to renewal every year thereafter upon the majority vote of the Pioneer Council.

2.0 THE PIONEER COUNCIL AND GOVERNANCE STRUCTURE:

2.1 Pioneer Council. The Pioneer Consortium is to be governed by a governing board comprised of the library directors from each member library. That board, called the Pioneer Council, shall have the responsibility to cooperate to determine the most efficient and effective

methods, materials, contractual relationships, and member fees for the benefit of all Member Libraries and public agencies.

2.2 President. The Pioneer Council shall elect a President. The term of service and obligations of office shall be published in the bylaws.

2.3 Voting. Each member library shall have one vote on the Pioneer Council. A majority vote of the quorum present at any meeting shall be necessary for any action of the Pioneer Consortium.

2.4 Bylaws. The Pioneer Council shall develop and maintain bylaws governing the Pioneer Consortium's activities and services. The bylaws shall provide for such additional offices, duties, or committees as determined necessary by the Pioneer Council.

2.5 Meetings. The Pioneer Council shall meet at least annually and shall have other meetings as provided in any bylaws, rules, or regulations adopted by the Pioneer Council.

2.6 Notice. Notice of any meeting of the Pioneer Council shall comply with the open meetings law and public notice requirements. Notice of any meeting will also be given to member library as provided in any bylaws, rules, or regulations adopted by the Pioneer Council.

2.7 Quorum. A majority of the Member Libraries shall constitute a quorum. A member library may provide for a proxy or alternative member to attend in the place of the library director as provided in any bylaws, rules, or regulations.

2.8 Budget and Expenses. The Pioneer Council shall approve the Pioneer Consortium's budgets, expenditure plans, and member fees and charges for ongoing expenses.

2.9 Policies. The Pioneer Council shall set policies for the Pioneer Consortium and its business and contractual relationship with any member library and with any third party vendors.

2.10 Other Laws. The Member Libraries of the Pioneer Council are required to follow all applicable governmental accountability, conflict of interest, property acquisition, and open meeting laws.

2.11 Central System, Connectivity, and Repository. Equipment acquired with grant funds must continue to be used for project purposes for at least five years or the life of the equipment. The Pioneer Council shall determine expenditures for hardware, software, and maintenance of the databases. The Pioneer Council shall determine the reliable central site connectivity for Pioneer Consortium-related telecommunication traffic to and from the central system to each member library, sufficient for access to the union catalog and other databases. The Pioneer Council shall determine a repository for purposes of operating and maintaining a union catalog of the collections of the Member Libraries that is accessible. The individual Member Libraries shall pay for the support and coordination of locally generated data or activities.

2.12 Termination or Withdrawal. The Pioneer Council may terminate a member library's Pioneer Consortium membership only if the member library materially breaches its duties and such duties remain breached for sixty (60) days after notification by Pioneer Consortium or if to continue participation would violate laws of the State of Nebraska. Each member library can, at its discretion, withdraw from the Pioneer Consortium. Such withdrawal will be effective upon sixty (60) days written notice to the Pioneer Council President. If a member library is terminated or withdraws from the Pioneer Consortium, the data submitted to the central system at that point must be removed from central system within one hundred and twenty (120) days at that withdrawing member library's expense.

2.13 Forfeiture of Interest. Any member library leaving the Pioneer Consortium shall forfeit any interest it may have in the property owned by the Pioneer Consortium to the remaining Member Libraries. Except as otherwise provided in this Agreement, in the event all Member Libraries shall agree to disband the Pioneer Consortium, any property owned by the Pioneer Consortium shall be distributed on a pro-rata basis to be figured as a proportion of the number of materials held in each member library compared to the overall total number of materials held by the consortium.

2.14 Insurance. The Pioneer Council shall determine the best means of insuring central site hardware, software, and system against loss by fire and other means. Any settlement paid to cover the loss of items jointly owned by the Pioneer Consortium shall be solely used to replace Pioneer Consortium property.

2.15 Committees. The Pioneer Council shall create a Technical Committee, consisting of staff designated by each member library, which shall advise the Pioneer Council on technical management issues. The Pioneer Council may establish other advisory groups or committees as needed.

3.0 BUSINESS AGENT DUTIES:

3.1 Business Agent. The Lincoln City Libraries shall serve as the initial contracting and business agent ("Business Agent") for the Pioneer Consortium. The staff of the Business Agent shall provide administrative support for the Pioneer Consortium. The Business Agent shall be the official repository for the Pioneer Consortium documentation, correspondence, and other business records.

3.2 Financial Agent. The Lincoln City Libraries shall serve as the initial budget and accounting agent ("Financial Agent"). The staff of the Financial Agent shall provide the Pioneer Council with all necessary management information including but not limited to financial reports. The Financial Agent shall draft an annual report subject to the approval of the Pioneer Council.

3.3 Designation of Business Agent and Financial Agent. By majority vote of all the Member Libraries, the Pioneer Council shall designate a Business Agent and Financial Agent of the

Pioneer Consortium. The role of Business Agent and Financial Agent to the Pioneer Consortium may be served by the same member library.

4.0 MEMBER LIBRARIES' DUTIES:

4.1 Individual Library Member Expenses. Travel costs and other costs to participate in the Pioneer Consortium are the responsibility of each member library. Each member library shall be responsible for purchasing and maintaining its own local system hardware and software. Each member library shall provide, at its expense, all costs to link and ensure reliable access from the member library's local system to the Pioneer Consortium central system.

4.2 Pro-rata Contribution for Services. The ongoing expenses associated with the delivery of services by the Pioneer Consortium shall be assessed to each member library quarterly based on a pro-rata amount for maintenance, supplies, development, and associated costs. The pro-rata costs will be apportioned as determined by the Pioneer Council. The payment amount for the coming Consortium fiscal year shall be determined by the Pioneer Council by March 31st of each year or more frequently as necessary in re-assessing costs upon approval of additional members.

4.3 Sharing information and services. Each member library shall provide to the Pioneer Consortium automation third party service provider a copy of its bibliographic, patron, authority, transactions and holdings databases for loading into the central system. Each member library shall be responsible for all expenses associated with the profiling and migration of its database. Each member library shall provide to Pioneer Consortium additional records to be added to the above mentioned databases using mutually acceptable catalog rules and procedures. Data obtained by the central site from each member library shall hereby be contributed to Pioneer Consortium for use in achievement of Pioneer Consortium's goals, subject to any third-party license restrictions attached to such data.

4.4 Participation in committees. Each member library shall actively participate in the Pioneer Consortium by maintaining active participation in the Pioneer Council and in additional groups established by the Pioneer Council including but not limited to standing committees, ad-hoc committees, task forces, and advisory bodies.

4.5 Copyright. Each member library shall be responsible for verifying copyright and/or fair use status and/or obtaining copyright permission prior to its placing or introducing any information, text, graphics or data into the Pioneer Consortium database(s). Member Libraries agree they shall be solely responsible and shall indemnify the other parties to this Agreement and hold them harmless from for any claim, loss, liability or expense due to loading of copyrighted materials in the Pioneer Consortium database(s) by the employees or agents of the member library where such loading or subsequent use, viewing, printing, downloading, or recopying is alleged to be infringing.

4.6 Appropriation of Funds and Supply of Personnel. Pursuant to Neb. Rev. Stat. § 13-806, any member library may appropriate funds and sell, lease, give, or otherwise supply the Pioneer Consortium with personnel or services.

4.7 Additional Powers. In addition to other powers, the Pioneer Consortium shall also have the following powers as provided by Neb. Rev. Stat. §§ 13-804(6): (a) to sue and be sued; (b) to have a seal and alter the same at pleasure or to dispense with its necessity; (c) to make and execute contracts and other instruments necessary or convenient to the exercise of its powers; (d) from time to time, to make, amend, and repeal bylaws, rules, and regulations, not inconsistent with the provisions of the Act and this Agreement

5.0 MISCELLANEOUS:

5.1 Indemnification. Except as otherwise limited by Nebraska law, to the fullest extent permitted by law, each member library shall mutually indemnify, defend, and hold harmless the Member Libraries, their officers, agents, and employees from and against claims, damages, losses, and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of this Agreement, that results in any claim for damage whatsoever, including without limitation, any bodily injury, sickness, disease, death, or any injury to or destruction of tangible or intangible property, including any loss of use resulting therefrom that is caused in whole or in part by the intentional or negligent act or omission of the member library, or anyone for whose acts any of them may be liable. The Member Libraries do not waive their governmental immunity by entering into this Agreement and fully retain all immunities and defenses provided by law. This section survives any termination of this Agreement.

5.2 Fair Employment. The Pioneer Consortium shall not discriminate against any employee (or applicant for employment) with respect to compensation, terms, advancement potential, conditions, or privileges of employment, because of such person's race, color, religion, sex, disability, national origin, ancestry, age, or marital status.

5.3 Fair Labor Standards. The Pioneer Consortium shall maintain Fair Labor Standards in the performance of this Agreement, as required by Chapter 73, Nebraska Revised Statutes, as amended.

5.4 No Mutual Employment Relationship. It is the express intent of the Member Libraries that this Agreement shall not create an employer-employee relationship. Employees of any member library shall not be deemed to be employees of the other Member Libraries nor entitled to any salary, wages, or benefits, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave of said Member Libraries. The Member Libraries shall be responsible to their respective employees for all salary and benefits.

5.5 Integration, Amendment, and Assignment. This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No amendment, consent, or waiver of

terms of this Agreement shall bind either party, unless in writing and signed by all parties. Any such amendment, consent, or waiver shall be effective only in the specific instance and for the specific purpose given. This Agreement may not be assigned without the prior written consent of the other Member Libraries.

5.6 Nebraska Law. This Agreement shall be governed and interpreted by the Laws of the State of Nebraska without reference to the principles of conflicts of law.

5.7 Severability and Savings. Each section of this Agreement is hereby declared to be independent of every other section so far as inducement for the acceptance of this Agreement and invalidity of any section of this Agreement shall not invalidate any other section thereof.

5.8 E-Verify. In accordance with Neb. Rev. Stat. §§ 4-108 through 4-114, the Pioneer Consortium agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. § 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Pioneer Consortium shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C. § 1324b. The Pioneer Consortium shall require any subcontractor to comply with the provisions of this section. For information on the E-Verify Program, go to www.uscis.gov/everify.


5.9 Additional Member Libraries. Additional political subdivisions or governmental entities may apply to become members of the Pioneer Consortium by providing a letter of application, which shall be considered by the Pioneer Council at its next regular or special meeting following the receipt of the application. Upon receiving the approval of two-thirds (2/3) of the Pioneer Council and the subsequent execution of this Agreement by the applicant member, including any addendum, amendment, or modification thereto, the applicant shall become a member library of the Pioneer Consortium.

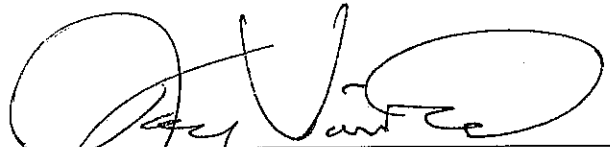
5.10 Capacity. The undersigned person on behalf of each member library does hereby agree and represent that he or she is legally capable to sign this Agreement and to lawfully bind the member library and its associated public agency to this Agreement.

PIONEER CONSORTIUM
JOINT ENTITY AGREEMENT

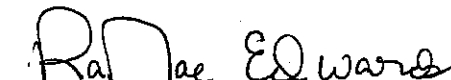
DATE: 12/2/2010

THE CITY OF GRAND ISLAND, NEBRASKA,
A Municipal Corporation,


Chairman, Library Board


Mayor

ATTEST:

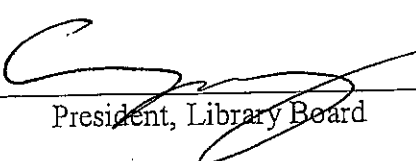

City Clerk

Approved as to form: 
Grand Island City Attorney

PIONEER CONSORTIUM
JOINT ENTITY AGREEMENT

DATE: 1/14/11

Holdrege Area Public Library, NEBRASKA




President, Library Board



Library Director

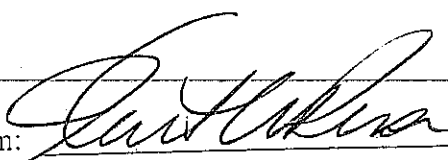
ATTEST:



Notary



Approved as to form:




Kent Person, Esq.
Board of Library Trustees

169


PIONEER CONSORTIUM
JOINT ENTITY AGREEMENT

DATE: 12/23/10

THE CITY OF LINCOLN, NEBRASKA,
d/b/a LINCOLN CITY LIBRARIES

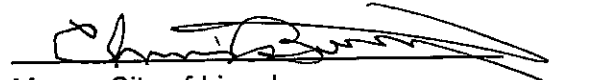


President, Library Board



Library Director

Approved this 26th day of Jan., 2011:



Mayor, City of Lincoln

Approved as to form: _____
Lincoln City Attorney

PIONEER CONSORTIUM
JOINT ENTITY AGREEMENT

DATE: Jan. 27, 2011

ST. PAUL LIBRARY
ST. PAUL, NEBRASKA

Carol L. Lutz

Chairman, Library Board

Laura Martinsen

Library Director

PIONEER CONSORTIUM
JOINT ENTITY AGREEMENT

Hoesch Memorial Library, Alma has applied for membership in the Pioneer Consortium Joint Entity, its addition to the Consortium has been approved by a unanimous vote of the Pioneer Council, and Hoesch Memorial Library, Alma hereby becomes a member library of the Pioneer Consortium Joint Entity and agrees to be bound by the Joint Entity Agreement.

DATE: 1-17-2014

THE CITY OF ALMA, NEBRASKA,
A Municipal Corporation

Dan F. Jordan
Chairman, Library Board

Del Vester
Mayor

ATTEST:

Geri Lipe
City Clerk



Approved as to form:

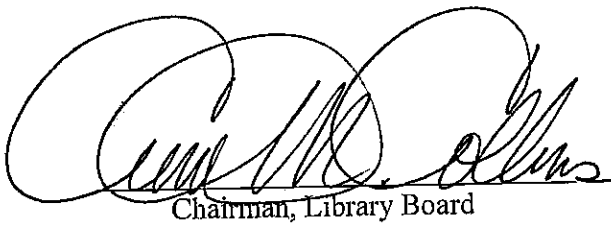
Douglas B. Walker
Alma City Attorney

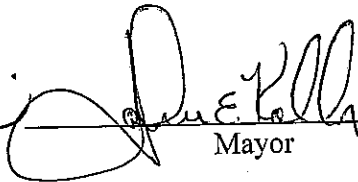
PIONEER CONSORTIUM
JOINT ENTITY AGREEMENT

Arapahoe Public Library has applied for membership in the Pioneer Consortium Joint Entity, its addition to the Consortium has been approved by a unanimous vote of the Pioneer Council, and Arapahoe Public Library hereby becomes a member library of the Pioneer Consortium Joint Entity and agrees to be bound by the Joint Entity Agreement.

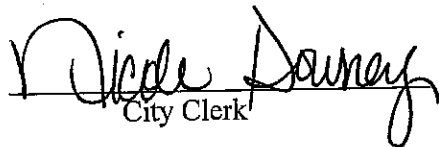
DATE: 8/21/12


THE CITY OF ARAPAHOE, NEBRASKA,
A Municipal Corporation,


Chairman, Library Board


Mayor

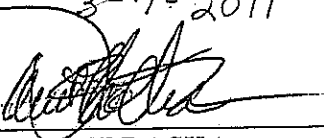
ATTEST:


City Clerk

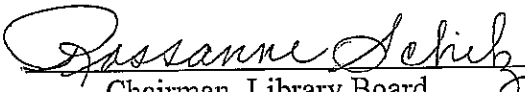
Approved as to form: 
Arapahoe City Attorney

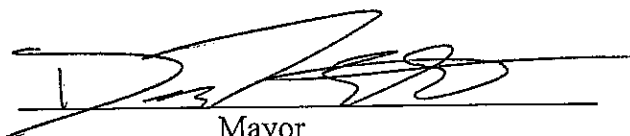
PIONEER CONSORTIUM
JOINT ENTITY AGREEMENT

Atkinson Public Library has applied for membership in the Pioneer Consortium Joint Entity, its addition to the Consortium has been approved by a unanimous vote of the Pioneer Council, and Atkinson Public Library hereby becomes a member library of the Pioneer Consortium Joint Entity and agrees to be bound by the Joint Entity Agreement.


3-7-2011
DATE: 
ATKINSON, NEBRASKA,

THE CITY OF ATKINSON PUBLIC LIBRARY,
A Municipal Corporation,

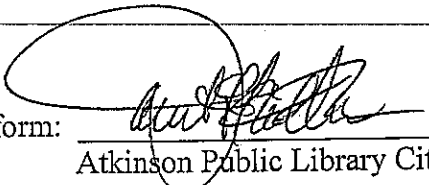

Chairman, Library Board


Mayor

ATTEST:


City Clerk

Approved as to form:


Atkinson Public Library City Attorney

PIONEER CONSORTIUM
JOINT ENTITY AGREEMENT

Axtell Public Library has applied for membership in the Pioneer Consortium Joint Entity, its addition to the Consortium has been approved by a unanimous vote of the Pioneer Council, and Axtell Public Library hereby becomes a member library of the Pioneer Consortium Joint Entity and agrees to be bound by the Joint Entity Agreement.

DATE: 7-24-14 AXTELL PUBLIC LIBRARY, AXTELL, NEBRASKA

Jodi Hovrichs
Chairman, Library Board

ATTEST:

Mary E. Wendell
Library Board Secretary

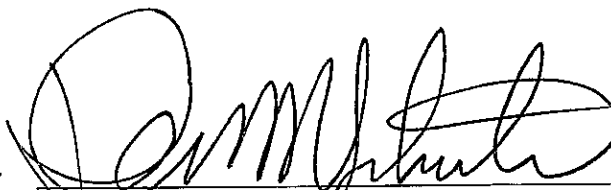
PIONEER CONSORTIUM
JOINT ENTITY AGREEMENT

Beatrice Public Library has applied for membership in the Pioneer Consortium Joint Entity, its addition to the Consortium has been approved by a unanimous vote of the Pioneer Council, and Beatrice Public Library hereby becomes a member library of the Pioneer Consortium Joint Entity and agrees to be bound by the Joint Entity Agreement.

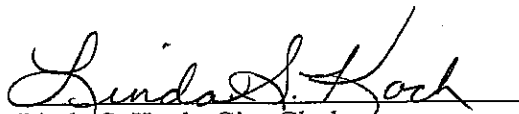
DATE: 3-7-2011

THE CITY OF BEATRICE, NEBRASKA,
A Municipal Corporation,


Chairman, Library Board


Dennis M. Schuster, Mayor

ATTEST:

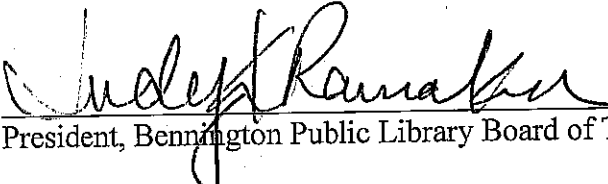

Linda S. Koch, City Clerk

Approved as to form: _____
Tobias Tempelmeyer, City Attorney

PIONEER CONSORTIUM
JOINT ENTITY AGREEMENT

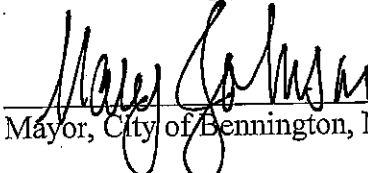
Bennington Public Library has applied for membership in the Pioneer Consortium Joint Entity, its addition to the Consortium has been approved by a unanimous vote of the Pioneer Council, and Bennington Public Library hereby becomes a member library of the Pioneer Consortium Joint Entity and agrees to be bound by the Joint Entity Agreement.

THE CITY OF BENNINGTON, NEBRASKA,
A Municipal Corporation,



President, Bennington Public Library Board of Trustees

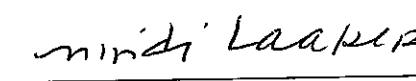
DATE: 5/23/2011



Mayor, City of Bennington, Nebraska

DATE: 7-11-11

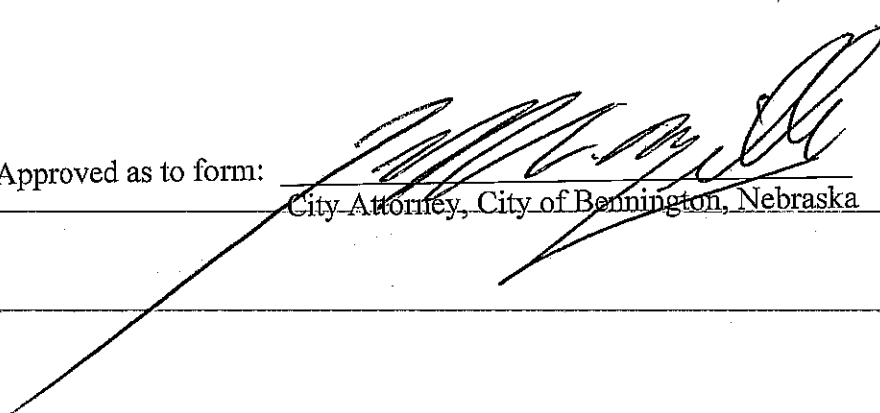
ATTEST:



City Clerk

DATE: 7-11-11

Approved as to form:



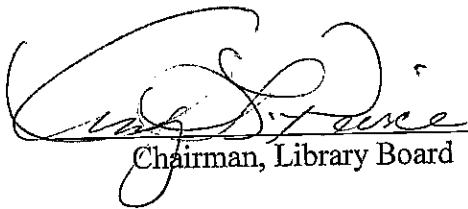
City Attorney, City of Bennington, Nebraska

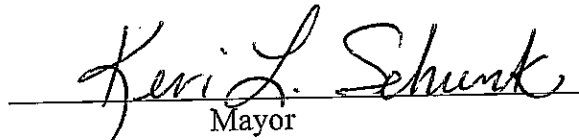
PIONEER CONSORTIUM
JOINT ENTITY AGREEMENT

Blue Hill Public Library has applied for membership in the Pioneer Consortium Joint Entity, its addition to the Consortium has been approved by a unanimous vote of the Pioneer Council, and Blue Hill Public Library hereby becomes a member library of the Pioneer Consortium Joint Entity and agrees to be bound by the Joint Entity Agreement.

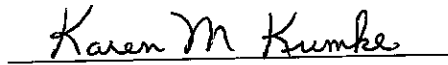
DATE: July 12 2011

THE CITY OF BLUE HILL, NEBRASKA,
A Municipal Corporation,

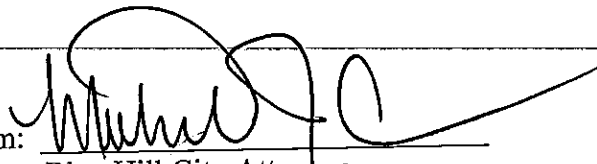

Chairman, Library Board


Mayor

ATTEST:


City Clerk

Approved as to form:

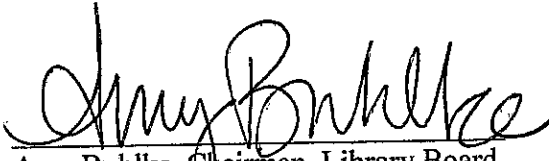

Blue Hill City Attorney

PIONEER CONSORTIUM
JOINT ENTITY AGREEMENT

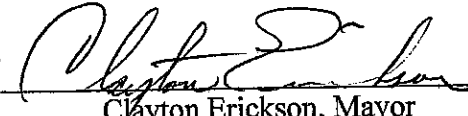
Central City Public Library has applied for membership in the Pioneer Consortium Joint Entity, its addition to the Consortium has been approved by a unanimous vote of the Pioneer Council, and Central City Public Library hereby becomes a member library of the Pioneer Consortium Joint Entity and agrees to be bound by the Joint Entity Agreement.

DATE: 5-3-13

THE CITY OF CENTRAL CITY, NEBRASKA,
A Municipal Corporation,

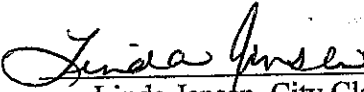


Amy Buhlke, Chairman, Library Board



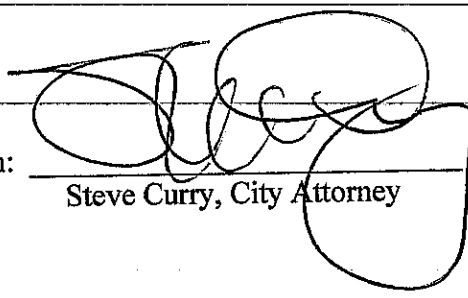
Clayton Erickson, Mayor

ATTEST:



Linda Jensen, City Clerk

Approved as to form:



Steve Curry, City Attorney

PIONEER CONSORTIUM
JOINT ENTITY AGREEMENT

Hruska Memorial Public Library has applied for membership in the Pioneer Consortium Joint Entity, its addition to the Consortium has been approved by a unanimous vote of the Pioneer Council, and Hruska Memorial Public Library hereby becomes a member library of the Pioneer Consortium Joint Entity and agrees to be bound by the Joint Entity Agreement.

DATE: 7-13-2011

THE CITY OF DAVID CITY, NEBRASKA,
A Municipal Corporation,

Shirley Peters
Chairman, Library Board

Do Zaudner
Mayor

ATTEST:



Jami L. Comte
City Clerk - Interim

Approved as to form:

Jam
City of David City Attorney

PIONEER CONSORTIUM
JOINT ENTITY AGREEMENT

Dundy County Library has applied for membership in the Pioneer Consortium Joint Entity, its addition to the Consortium has been approved by a unanimous vote of the Pioneer Council, and Dundy County Library hereby becomes a member library of the Pioneer Consortium Joint Entity and agrees to be bound by the Joint Entity Agreement.

DATE: 9-25-2013

DUNDY COUNTY LIBRARY

Florence Parker
Chairman, Library Board

ATTEST:

Connie Guernsey
Library Board Secretary

PIONEER CONSORTIUM
JOINT ENTITY AGREEMENT

Grant City Library (Hastings Memorial Library) has applied for membership in the Pioneer Consortium Joint Entity, its addition to the Consortium has been approved by a unanimous vote of the Pioneer Council, and Grant City Library (Hastings Memorial Library) hereby becomes a member library of the Pioneer Consortium Joint Entity and agrees to be bound by the Joint Entity Agreement.

DATE: 3-22-11

THE CITY OF GRANT, NEBRASKA,
A Municipal Corporation,

Brenda Styskal
Brenda Styskal, Library Board President

Michael Wyatt
Michael Wyatt, Mayor

ATTEST:

Jessie Faber
Jessie Faber, City Clerk



Approved as to form:

Philip Pierce
Philip Pierce, City Attorney

PIONEER CONSORTIUM
JOINT ENTITY AGREEMENT

Hildreth Public Library has applied for membership in the Pioneer Consortium Joint Entity, its addition to the Consortium has been approved by a unanimous vote of the Pioneer Council, and Hildreth Public Library hereby becomes a member library of the Pioneer Consortium Joint Entity and agrees to be bound by the Joint Entity Agreement.

DATE: Feb. 28, 2011

THE CITY OF HILDRETH, NEBRASKA,
A Municipal Corporation,

Jody VanAmighan
Chairman, Library Board

Don O'Sullivan
Mayor

ATTEST:

Donna Koch
City Clerk

Approved as to form:

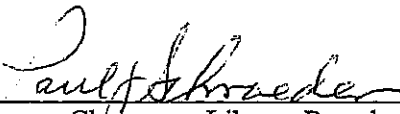
Douglas R. Walker
Hildreth City Attorney

PIONEER CONSORTIUM
JOINT ENTITY AGREEMENT

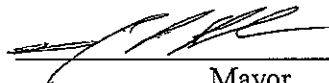
Sump Memorial Library has applied for membership in the Pioneer Consortium Joint Entity, its addition to the Consortium has been approved by a unanimous vote of the Pioneer Council, and Sump Memorial Library hereby becomes a member library of the Pioneer Consortium Joint Entity and agrees to be bound by the Joint Entity Agreement.

DATE: August 2, 2011

THE CITY OF PAPILLION, NEBRASKA,
A Municipal Corporation,



Chairman, Library Board



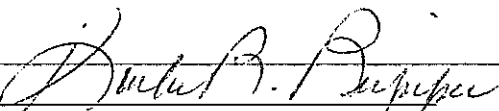
Mayor

ATTEST:



City Clerk

Approved as to form:



Papillion City Attorney

PIONEER CONSORTIUM
JOINT ENTITY AGREEMENT

South Sioux City Public Library has applied for membership in the Pioneer Consortium Joint Entity, its addition to the Consortium has been approved by a unanimous vote of the Pioneer Council, and South Sioux City Library hereby becomes a member library of the Pioneer Consortium Joint Entity and agrees to be bound by the Joint Entity Agreement.

DATE: 3/14/2011 THE CITY OF SOUTH SIOUX CITY, NEBRASKA,
A Municipal Corporation,

J. C. Johansen
Chairman, Library Board

William J. Lantry
Mayor

ATTEST:

Sue Munro
City Clerk



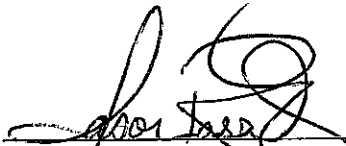
Approved as to form: [Signature]
South Sioux City Attorney

PIONEER CONSORTIUM
JOINT ENTITY AGREEMENT


Stromsburg Public Library has applied for membership in the Pioneer Consortium Joint Entity, its addition to the Consortium has been approved by a unanimous vote of the Pioneer Council, and Stromsburg Public Library hereby becomes a member library of the Pioneer Consortium Joint Entity and agrees to be bound by the Joint Entity Agreement.

DATE: April 25, 2011

THE CITY OF STROMSBURG, NEBRASKA,
A Municipal Corporation,



Chairman, Library Board



Mayor

ATTEST:



City Clerk

Approved as to form: 

Stromsburg City Attorney

PIONEER CONSORTIUM
JOINT ENTITY AGREEMENT

Superior Public Library has applied for membership in the Pioneer Consortium Joint Entity, its addition to the Consortium has been approved by a unanimous vote of the Pioneer Council, and Superior Public Library hereby becomes a member library of the Pioneer Consortium Joint Entity and agrees to be bound by the Joint Entity Agreement.

DATE: 5/11/2011

THE CITY OF SUPERIOR, NEBRASKA,
A Municipal Corporation,

Sharon Seeba

Chairman, Library Board

Jon K. Schindler

Mayor

ATTEST:

Jan Diehl

City Clerk

Approved as to form

[Signature]
Superior City Attorney

PIONEER CONSORTIUM
JOINT ENTITY AGREEMENT

Valley Public Library has applied for membership in the Pioneer Consortium Joint Entity, its addition to the Consortium has been approved by a unanimous vote of the Pioneer Council, and Valley Public Library hereby becomes a member library of the Pioneer Consortium Joint Entity and agrees to be bound by the Joint Entity Agreement.

DATE: October 4, 2013

THE CITY OF VALLEY, NEBRASKA,
A Municipal Corporation,

Jean Larrick
Chairman, Library Board

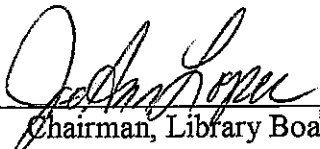
Arnold Smith
Mayor

PIONEER CONSORTIUM
JOINT ENTITY AGREEMENT

Valparaiso Public Library has applied for membership in the Pioneer Consortium Joint Entity, its addition to the Consortium has been approved by a unanimous vote of the Pioneer Council, and ~~John Doe City~~ ^{Valparaiso Public} Library hereby becomes a member library of the Pioneer Consortium Joint Entity and agrees to be bound by the Joint Entity Agreement.

DATE: 3/8/2011

THE VILLAGE OF VALPARAISO, NEBRASKA,
A Municipal Corporation,



Chairman, Library Board



Mayor

ATTEST:



City Clerk

Approved as to form:



City Attorney

PIONEER CONSORTIUM
JOINT ENTITY AGREEMENT

Western Nebraska Community College Library has applied for membership in the Pioneer Consortium Joint Entity, its addition to the Consortium has been approved by a unanimous vote of the Pioneer Council, and Western Nebraska Community College Library hereby becomes a member library of the Pioneer Consortium Joint Entity and agrees to be bound by the Joint Entity Agreement.

DATE: 4-26-12

Western Nebraska Community College



V.P. Administrative Services

RESOLUTION 2014-224

WHEREAS, in December of 2010, the Grand Island Public Library was approved to participate in a statewide Pioneer Consortium Joint Entity Agreement for Library Services; and

WHEREAS, the designated Financial Agent for the Pioneer Consortium began with the City of Lincoln; and

WHEREAS, the Pioneer Consortium Council board designated Grand Island Public Library to take over as Financial Agent from the City of Lincoln; and

WHEREAS, the Finance department will account for the deposit of membership dues and other revenues and expenditures of the Pioneer Consortium Council in a separate Special Revenue Fund; and

WHEREAS, the Library Director and staff will handle all routine tasks involving invoicing member libraries, processing deposits and claims as necessary for the Pioneer Consortium Council in a separate Special Revenue Fund of the City of Grand Island to start the new fiscal year October 1, 2014.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, the establishment of a Special Revenue Fund for the Pioneer Consortium council for Library Services of the joint entity agreement is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 12, 2014.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

| | |
|---------------------|-----------------|
| Approved as to Form | ▣ _____ |
| August 11, 2014 | ▣ City Attorney |



City of Grand Island

Tuesday, August 12, 2014

Council Session

Item I-5

#2014-225 - Consideration of Approving Resolution of Support for Continued Funding of Highway Improvement Projects – US Highway 30 & US Highway 281

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

Council Agenda Memo

From: John Adams, MPO Manager

Meeting: August 12, 2014

Subject: Approving Resolution of Support for Continued Funding of Highway Improvement Projects – US Highway 30 & US Highway 281

Item #'s: I-5

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

Background

The Nebraska Department of Roads (NDOR) is planning two highway improvement projects; US Highway 30 & US Highway 281, both of which are major routes throughout the City of Grand Island. The local NDOR office, District 4, identified these roadways for significant investment for the safety and mobility of the traveling public in their five (5) year program.

Discussion

The improvements for US Highway 30 include the reconstruction of the existing roadway, culverts, and shoulders from US Highway 281 to the west 3.4 miles. The US Highway 281 improvements within the City of Grand Island and north include the milling and resurfacing of the existing roadway and offset left turn lanes.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the resolution in support of the continued funding of Highway Improvement Projects – US Highway 30 and US Highway 281.

Sample Motion

Move to approve the resolution.

RESOLUTION 2014-225

WHEREAS, US Highway 30 and US Highway 281 are major routes that transverse through the City of Grand Island; and

WHEREAS, the City of Grand Island supports transportation improvements that maintain and improve safety and mobility of the traveling public; and

WHEREAS, both US Highway 30(41704) and US Highway 281(42690) have been identified by District 4 of the Nebraska Department of Roads for significant investment for the safety and mobility of the traveling public in their five (5) year program , and

WHEREAS, improvements for US Highway 30 (41704) include the reconstruction of the existing roadway, culverts, and shoulders from US Highway 281 to the West 3.4 miles; and

WHEREAS, improvements for US Highway 281(42690) within Grand Island and North include the milling and resurfacing of the existing roadway and offset left turn lanes.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island supports the Nebraska Department of Roads to continue funding the above mentioned projects that improve the safety and mobility of the traveling public within the City of Grand Island and Hall County, Nebraska.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 12, 2014.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

| | |
|---------------------|-----------------|
| Approved as to Form | ☐ _____ |
| August 11, 2014 | ☐ City Attorney |



City of Grand Island

Tuesday, August 12, 2014

Council Session

Item I-6

**#2014-226 - Consideration of Approving Labor Agreement with
AFSCME, Local 251**

Staff Contact: Brenda Sutherland

Council Agenda Memo

From: Brenda Sutherland, Human Resources Director

Meeting: August 12, 2014

Subject: Approval of Labor Agreement between the City of Grand Island and AFSCME, Local 251

Item #'s: I-6

Presenter(s): Brenda Sutherland, Human Resources Director

Background

Employees who work in the Streets, Parks, Cemetery, and Fleet Services Divisions of the Public Works and Parks and Recreation Departments currently work under the conditions outlined in the labor agreement between the City of Grand Island and the Nebraska Public Employees, Local 251 of the American Federation of State, County, and Municipal Employees, AFL-CIO. This group is more commonly referred to as AFSCME. The current contract will expire as of midnight September 30, 2014. The City's negotiating team and AFSCME's negotiating team met to negotiate the terms of a new agreement. The negotiations were handled in good faith with both parties focused on a fair contract that would have a positive impact on the budget.

Discussion

The agreement being presented for Council approval is a four year agreement. The issue having the greatest impact on this group was the City of Grand Island becoming a Metropolitan Statistical Area (MSA). This occurred in 2013. The array cities used changed therefore creating the need to make some alterations to the current agreement to meet comparability standards. As was seen in 2013 with wage changes to the FOP and non-union, movement in the wages represented in this agreement were sizable and are being phased in over the course of the four year agreement. On average, wages are moving around 33% for the positions represented in this agreement over the course of four years. This represents the wages needed to meet comparability as well as incremental growth. Some may be a little higher and some a little lower.

Some of the more notable changes include the following; the vacation schedule was changed to reflect comparability. This resulted in hours being reduced in some years and added in others. The practice of providing stand-by pay was removed. The maximum

accrual for medical leave is being increased from 1064 hours to 1339 hours. The current agreement pays medical leave out to the employee at retirement at a rate of 45% of their unused balance. The new agreement allows for a pay out at 35% for all employees hired prior to October 1, 2014. Employees hired after that date will not receive a payout at retirement for unused medical leave. Employees in the Streets and Fleet Services will receive a reimbursement for safety toe boots not to exceed \$150. Employees in the Streets division will receive a winter coat and 5 short sleeve shirts that meet high visibility safety standards that will be inspected annually for replacement. Employees in the Fleet Services division will have their tool allowance increased from \$10 to \$15.

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 proposed four year agreement with AFSCME, Local 251

Sample Motion

Move to approve the labor agreement between the City of Grand Island and AFSCME, Local 251.

AGREEMENT

THIS AGREEMENT, dated _____, ~~2011~~2014, between the City of Grand Island (hereinafter referred to as the "City"), and Nebraska Public Employees, Local 251 of the American Federation of State, County, and Municipal Employees, AFL-CIO (hereinafter referred to as the "Union"). The provisions of this agreement shall be effective October 1, ~~2011~~2014.

PURPOSE AND INTENT OF THE PARTIES

The purpose of the City and the Union entering this labor agreement is to promote harmonious relations between the employer and the union, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work, and other conditions of employment.

ARTICLE I - RECOGNITION

A. BARGAINING UNIT

The City hereby recognizes the Union as the sole representative of those full-time non-supervisory employees in the following departments and divisions:

1. Department of Public Works
 - a. Street and Transportation Division
 - b. Fleet Services Division
2. Department of Parks and Recreation
 - a. Parks Maintenance Division
 - b. Cemetery Division

The City shall not enter into any agreement with employees in the bargaining unit, individually or with any portion of the union or groups of individuals, relative to wages, hours, terms or conditions of employment.

B. CLASSES OF EMPLOYEES

Only employees with regular status in the classification listed below are eligible for representation by the Union:

Maintenance Worker - Cemetery
Maintenance Worker - Parks
Maintenance Worker – Streets
Senior Maintenance Worker- Streets

Equipment Operator- Streets
Senior Equipment Operator- Streets
Fleet Services Mechanic
~~Fleet Services Inventory Clerk~~
Horticulturist
Traffic Signal Technician

ARTICLE II - HOURS OF WORK

A. SCHEDULES OF WORK

The City shall establish the work week, work day, and hours of work. The work week, work day and hours of work may vary according to the special requirements of any division or program. Work schedules shall be arranged, to the extent possible, with five consecutive work days followed by two consecutive days off. A two week notice will be given to union members if the work schedule will be changed to reflect less than 80 hours in a two week pay period. Hours will not fall below 76 in a two week pay period. This policy will only be in effect for the duration of this contract.

B. LUNCH PERIODS

The City shall establish the lunch periods. A meal allowance of \$4.50 shall be granted for all employees 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.

Nothing in this section shall prohibit the City from exceeding the amount of this allowance or consecutive hour requirement in providing an allowance for emergency situations within the parameters set by the Local Government Miscellaneous Expenditures Act.

For purposes of this section, "emergency situation" shall mean those times when the City determines the employee's presence is needed at work due to weather conditions (i.e. snow storms, sandbagging, severe windstorm or tornado, etc.) or other unforeseeable events.

C. CHANGES IN WORK SCHEDULE

All changes in work schedules, except in cases of emergency and unexpected special activities or events, shall be posted for all to see at least two days before the change is effective.

Permanent full-time employees 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 \$0.25 per hour added to the base hourly rate for the hours worked during such temporary assignment.

D. REST PERIODS

Employees shall be granted a 15-minute rest period during the approximate middle of each one-half (1/2) work day, provided however, that the granting of such rest periods shall be at such times as are the least disruptive of work in progress. If during emergencies or other similar situations it is not feasible to grant any such rest periods, employees shall not receive pay or additional time in lieu thereof.

E. OVERTIME AND COMPENSATORY TIME

1. All officially authorized work performed in excess of forty (40) hours a week, shall be compensated for at the rate of one and one-half (1½) times the excess hours worked. The compensation shall be in either compensatory time or cash payment. For the purposes of this section, the term "day" shall mean the period of time from the scheduled start of the workday to the scheduled start of the next work day.
2. Overtime and compensatory time for work shall be accrued and compensated for in one-tenth (1/10) hour units.
3. This article is intended to be construed only as a basis for overtime and shall not be construed as a guarantee of hours of work per day or per week. Overtime shall not be paid more than once for the same hours worked.
4. For purposes of calculating eligibility for overtime, "hours worked" shall include actual hours worked. Any payment for time not actually worked (leave time) shall not count towards the calculation of overtime with this exception; should an employee be called to emergency service which requires 12 hour shifts due to severe weather and a holiday occurs in the same pay period, the holiday hours will be counted as hours worked for the calculation of overtime. Personal days are excluded.
5. An employee shall have the option of accruing compensatory leave time at a rate of one and one-half (1 ½) times the actual hours worked in lieu of the payment of overtime. Employees may accrue a maximum of one hundred twenty (120) hours of compensatory time (80 hours of actual hours worked). The compensatory time off shall be taken at a time mutually agreed upon by the employee and his/her supervisor, but must be taken by the last full pay period in March following the end of the calendar year in which it is earned; compensatory time remaining at the end of this period shall be paid for in cash. However, the employee retains the right to cash out his/her compensatory time at any time. It is understood that the usage of the compensatory time is to be requested just like annual leave, and may be denied as may any other annual leave.

All compensatory time must be recorded through the City's payroll system. Compensatory time kept by individual employees or their supervisors will not be recognized and is prohibited.

F. STAND-BY DUTY

1. The City may assign employees to stand-by duty for handling trouble calls on other than the normal workday.
 - a. The stand-by duty work week will run from Monday at 5 p.m. to the following Monday at 8 a.m.
 - b. The employee assigned to this duty shall call upon the assigned supervisor for additional employees when such employee needs help.
- ~~2. The compensation for stand-by duty will be seven (7) hours time at the employee's basic rate of pay as shown on the payroll on the Sunday during his or her stand-by duty week.~~
- ~~3.~~2. The employee assigned to this duty shall be available by telephone at all times under this arrangement.

G. SCHEDULING HOLIDAYS OFF

The scheduling of holidays off shall be done as equitably as possible.

ARTICLE III - HOLIDAYS AND HOLIDAY PAY

A. HOLIDAYS

The following holidays are observed. They shall be granted with pay to all regular status employees regularly scheduled to work on such days, provided, that an employee may be required to work on a holiday if necessary to maintain essential services to the public:

| | |
|------------------|-------------------------------|
| New Year's Day | Veteran's Day |
| Thanksgiving Day | |
| Memorial Day | Friday following Thanksgiving |
| Independence Day | Christmas Day |
| Labor Day | |

Such holidays shall be observed on the day they are observed by the courts of the State of Nebraska, in accordance with Section 25-2221, Reissue Revised Statutes of Nebraska.

B. SUNDAY HOLIDAYS

When a holiday falls on Sunday, the following Monday shall be observed as a holiday; when a holiday falls on Saturday, the preceding Friday shall be observed as the holiday.

C. ELIGIBILITY FOR HOLIDAY PAY

No employee shall be eligible for holiday pay unless such employee works his or her last regularly scheduled day before the holiday and his or her first regularly scheduled day after the holiday, unless excused by the supervisor for either of such days. An employee must be on paid leave status to be paid for the holiday.

D. HOLIDAY ON REGULARLY SCHEDULED WORK DAY

If an employee is regularly scheduled to work on a day on which a holiday falls and such employee's work is essential to maintain necessary public services, the employee shall be paid for the holiday, plus time and one-half (1/2) for any hours worked on the holiday.

E. HOLIDAY ON NON-SCHEDULED WORK DAY

If an employee is not regularly scheduled to work on a holiday and he or she is called out to work on the holiday, the employee shall be paid for the holiday and any hours worked on the holiday shall be paid as overtime.

F. HOLIDAY DURING LEAVE OF ABSENCE

If any of the above-mentioned holidays fall during an employee's authorized paid vacation or medical leave time, or other paid leave status, such holiday shall not be charged against these paid absences. If a holiday falls during a period when an employee is in an unpaid leave status, the employee shall not be paid for the holiday.

ARTICLE IV - PERSONAL LEAVE

Personal Leave Days will be given to employees each year. One will be given in October and must be taken by March 15th. The second Personal Leave Day will be given in April and must be taken by September 15th. In addition to the two personal leave days, the City will provide one annual personal leave day that will be granted at the beginning of the contract year and must be used by September 15th. Personal Leave Days may be taken at any time and may be taken in one (1) hour increments; provided, the time selected by the employee must have the prior approval of the employee's supervisor.

ARTICLE V - VACATIONS

A. ELIGIBILITY

All regular employees are eligible to take vacation leave as it is earned and shall accrue vacation leave in bi-weekly increments as described below. Employees shall not earn or accrue any vacation time during their introductory period. Vacation may be used in hourly increments.

For purposes of this contract, "regular" employees shall include those employees normally scheduled to work at least 30 hours per week throughout the course of the year and who have

completed their introductory terms. It shall specifically exclude employees who are temporary, seasonal, probationary, and/or working fewer than 30 hours per week.

B. AMOUNT AUTHORIZED

~~Authorized vacation leave shall be computed on the following basis:~~

- ~~1. Upon successfully completing the six-month introductory period, an employee will be eligible to take thirty eight (38) hours of vacation time. The employee will accrue an additional thirty eight (38) hours in the first year of continuous service.~~
- ~~2. Eighty (80) hours of vacation in the second year of continuous service.~~
- ~~3. Eighty (80) hours of vacation in the third year of continuous service and each year thereafter through the fourth year of service.~~
- ~~4. One hundred sixteen (116) hours of vacation in the fifth year of continuous service and each year thereafter through the ninth year of service.~~
- ~~5. One hundred twenty four (124) hours of vacation in the tenth year of continuous service and each year thereafter through the fourteenth year of service.~~
- ~~6. One hundred fifty six (156) hours of vacation in the fifteenth year of continuous service and each year thereafter through the nineteenth year of service.~~
- ~~7. One hundred sixty hours of vacation in the twentieth year of continuous service and each year thereafter.~~

~~Authorized vacation leave for regular employees working fewer than forty (40) hours per week shall be prorated based upon the normally scheduled hours worked.~~

1. Upon successfully completing the six-month introductory period, an employee will have available forty (40) hours of vacation time. The employee will accrue an additional forty (40) hours in the first six (6) months of continuous service following the introductory period.
2. Years 2 through 4 Eighty (80) Hours
3. Years 5 through 6 One Hundred Three (103) Hours
4. Years 7 through 8 One Hundred Twenty-Four (124) Hours
5. Years 9 through 10 One Hundred Twenty-Eight (128) Hours
6. Years 11 through 12 One Hundred Forty-Four (144) Hours
7. Year 13 One Hundred Fifty-Two (152) Hours

- | | |
|------------------------|--------------------------------------|
| 8. Years 14 through 19 | One Hundred Sixty (160) Hours |
| 9. Years 20 through 24 | One Hundred Eighty-Three (183) Hours |
| 10. Year 25 and beyond | One Hundred Ninety-Six (196) Hours |

All vacation will accrue on a prorated basis using a twenty-six pay period year. Authorized vacation leave for regular employees working fewer than forty (40) hours per week shall be prorated based upon the normally scheduled hours worked. Credit toward vacation leave shall not be earned while an employee is on a leave of absence without pay.

C. VACATION SCHEDULE

Vacation leave shall be taken at a time convenient to and approved by the Department Director. Vacations may be granted at the time requested by the employee. Each employee shall take a vacation of five consecutive work days each year when eligible. An example would be taking Monday through Friday off or taking Thursday and Friday off the first week and then taking Monday, Tuesday, and Wednesday off the second week.

D. SENIORITY FOR VACATION PLANNING

The Department Director shall grant leave on the basis of the work requirements of the City after conferring with employees and recognizing their wishes where possible. If the nature of the work makes it necessary to limit the number of employees on vacation at the same time, the employee with the greatest seniority with the City shall be given his or her choice of vacation time. The seniority system shall not preclude the taking of vacation at the same time by employees whose work requirements are not inter-dependent, nor shall it interfere with vacation leave previously scheduled.

E. VACATION TIME CARRY-OVER

1. An employee will be allowed to carry no more than the maximum amount of vacation that he or she can earn in one year, plus eighty (80) hours.
2. An employee who has carry-over vacation time may utilize the carry-over and the current vacation time authorized during a single calendar year.
3. An employee who fails to use his or her vacation time through the employee's own decision loses all but the maximum carry-over hours mentioned above.

F. VACATION CREDIT ON TERMINATION AND RETIREMENT

Upon separation, a regular employee shall be paid for the unused portion of his or her accumulated vacation leave; provided, an employee electing to voluntarily separate employment provides the Department Director with written notice of at least fourteen calendar days prior to separation. An employee who has been separated shall not accrue vacation leave credits after his or her last day physically on the job.

ARTICLE VI MEDICAL LEAVE, BEREAVEMENT LEAVE, AND FMLA LEAVE

A. AMOUNT AUTHORIZED

1. Medical Leave. Medical leave shall be credited to all full-time employees as follows:
 - a. Eight (8) hours for each full calendar month of service.
 - b. For a calendar month in which an employee is paid for less than the full standard hours including paid leave, medical leave shall be awarded on a pro-rata basis.

B. USE OF MEDICAL LEAVE

Medical leave may be used under the following circumstances:

1. When an employee is incapacitated by sickness or injury.
2. For medical, dental, or optical examination or treatment.
3. When an employee is exposed to a contagious disease and attendance at duty may jeopardize the health of others.
4. For necessary care and attendance during sickness of a member of the employee's immediate family residing in the same household.

For purposes of medical and bereavement leave, an immediate family member shall mean a child, spouse, parent, grandchild, grandparent, brother, sister, aunt, uncle, and -in-laws of the same relation.

5. When absence is due to alcoholism or drugs, if medically diagnosed by a licensed physician and the employee is receiving assistance and has agreed to an approved course of treatment.
6. Medical leave shall not be granted in advance of accrual.
7. Leave without pay may be granted for sickness extending beyond the earned credits.

8. After twelve continuous months of service, accrued vacation leave credits may be used for medical leave when medical leave credits have been exhausted.
9. Medical leave shall not continue to accrue while an employee is on medical leave.
10. The amount of medical leave charged against an employee's accumulated total shall be computed on the basis of the exact number of hours an employee is scheduled to work when medical leave is utilized, not to exceed eight hours in a day; provided, that medical leave shall be debited in no less than one (1) hour units.

C. USE OF BEREAVEMENT LEAVE

Bereavement leave shall be granted to eligible employees for up to three (3) days per contract year. Any portion of a work day used for bereavement leave shall be considered a full day, which consists of eight (8) hours of bereavement leave. An employee shall be eligible to use up to three (3) days of paid bereavement leave for the death of an immediate family member which includes parents, spouses, children, siblings, grandparents, grandchildren, and in-laws of the same relation. Bereavement leave shall not exceed three (3) days in any calendar year. In addition to the use of bereavement leave as set forth hereafter, medical leave may be granted at the discretion of the Department Director for the death of a member of an employee immediate family because of unusual circumstances. To attend the funeral of someone other than immediate family, an employee shall take vacation leave.

D. PROOF OF ILLNESS

An employee who is absent for more than three (3) consecutive days because of personal illness or that of a member of his or her immediate family or household shall be required to furnish a statement signed by the attending physician or other proof of illness satisfactory to his or her supervisor. The supervisor may require this statement or proof for an absence chargeable to medical leave of any duration.

E. FRAUDULENT USE OF MEDICAL LEAVE

The Department Director or his or her authorized representative may investigate any medical leave taken by any employee. False or fraudulent use of medical leave shall be cause for disciplinary action and may result in dismissal.

F. COMPENSATION FOR UNUSED MEDICAL LEAVE

An employee hired before October 1, 2014 may accumulate medical leave to a maximum of ~~1,064~~1,339 hours. ~~All employees and~~ shall be paid ~~forty~~thirty-five percent (~~45~~35%) for their accumulated medical leave at the time of retirement, the rate of compensation to be based on the employee's salary at the time of retirement. Employees who begin work with the City on or after October 1, 2014 may accumulate medical leave to a maximum of 1,339 hours, but will not receive compensation at retirement for unused medical leave.

G. NOTIFICATION OF ILLNESS

If an employee is absent for reasons that entitle him or her to medical leave, the employee or a member of employee's household shall notify the employee's supervisor at least thirty (30) minutes prior to scheduled reporting time. If an employee fails to notify such supervisor, when it was reasonably possible to do so, no medical leave shall be approved. Immediately upon return to work, the employee shall submit a leave form to his or her supervisor. An employee will not receive sick pay if a leave form is not submitted within one (1) working day after the absence.

H. 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 Personnel Rules and Regulations or as amended by Federal Law.

ARTICLE VII - MILITARY LEAVE

The provisions relating to military training leave shall be as provided by Nebraska Statutes.

ARTICLE VIII - COURT LEAVE

A. WHEN AUTHORIZED

An employee who is required to serve as a witness or juror in a federal, state, county, or municipal court, or as a litigant in a case resulting directly from the discharge of his or her duties as an employee, shall be granted court leave with full pay to serve in that capacity; provided, however, that 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.

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 the court.

C. FEES

Fees received for jury service in a federal, state, county or municipal court shall be deposited with the City Finance Director upon the employee's receipt thereof; provided, the 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 employer's funds. However, fees paid from other sources shall be in addition to, and irrespective of, an employee's regular salary.

ARTICLE IX - LEAVE WITHOUT PAY

A. The provisions relative to leave without pay shall be as follows:

1. Leave without pay may be granted to an employee for any good cause when it is in the interest of the City to do so. A Department Director may grant an employee leave without pay for 30 days time. The mayor may extend such leave for a period not to exceed one year. Any appointment made to a position vacated by an employee on leave without pay shall be conditional upon the return of the employee on leave.
2. Before an employee may request unpaid leave, he or she must first use all eligible leave balances.
3. When leave without pay is requested pursuant to the Family and Medical Leave Act (FMLA) policy, Article VI of this contract shall govern.

B. Leave without pay shall be subject to the following provisions:

1. At the expiration of leave without pay, the employee shall return to the position held prior to such leave.
2. Vacation and medical leave credits shall not be earned during leave without pay.
3. A leave without pay shall not constitute a break in service, but time off will not be credited toward retirement or the accrual of other benefits.
4. Leave without pay during the introductory period shall not be counted as part of that period, but the employee to whom such leave has been granted shall be allowed to complete his or her introductory period on return from leave.
5. Failure to report at the beginning of the next scheduled workday following the expiration of a leave of absence shall be considered resignation.
6. An employee on leave without pay shall be permitted to maintain health insurance coverage under the group policy at his or her own expense during such permitted leave without pay.

ARTICLE X - TEMPORARY DISABILITY LEAVE

A. POLICY

Any employee in this contract who sustains an on-the-job injury compensable under the Nebraska Workers Compensation Act shall receive in addition to the workers compensation benefit, compensation to allow the employee to receive the equivalent of the employee's net pay at the time of the injury. This period shall be up to one hundred fifty (150) consecutive calendar days following the original date of injury, or the date that temporary disability begins. The purpose of this is to maintain the employee's net pay until he or she becomes eligible for long-term disability or is able to return to work.

B. DEFINITIONS

Temporary disability shall mean the complete inability of an employee, for reasons of accident or other cause while in the line of duty, to perform the job duties as defined by the employee's job description or such alternate light duty work as the City may designate, for a period of time not to exceed one hundred fifty (150) consecutive calendar days from the date of injury or the date that disability begins.

Temporary disability leave shall mean paid leave provided by the City to an eligible employee when that employee has no other paid leave available.

C. WHEN AUTHORIZED

In the case of temporary disability of an employee received while in the line of duty, he or she shall receive compensation of his or her salary up to the net amount at the time of injury, during the continuance of such disability for a period not to exceed one hundred fifty (150) consecutive calendar days from the date of injury or the date that disability begins. Any reoccurrence or exacerbation of an injury shall relate back to the original injury for purposes of this article, including the commencement date of the temporary disability and calculation of the temporary disability leave.

D. APPLICATION OF WORKERS' COMPENSATION AND OTHER LEAVE BALANCES

All payments of salary provided by this article shall be subject to deduction of amounts paid under the Nebraska Workers' Compensation Act and other city leave balances as set forth below:

1. 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 calendar days following the date of injury or date that temporary disability begins, unless the disability continues for six weeks or longer. When the disability lasts less than six weeks, an employee may use medical or vacation leave for the initial seven days. If no other leave is available, the City shall grant the employee temporary disability leave.
2. The employee shall retain all Workers' Compensation payments following the initial waiting provisions as set forth above. The City will provide temporary disability leave to ensure that the employee receives his or her full salary for the remainder of the one hundred fifty day (150) day period set forth above.
3. While on leave of any nature, 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 gross 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.

E. SUBROGATION

The City reserves a 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 third 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 wages, salary, 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.

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 third party or representative of said party until after receiving consultation and advice of the employee and a signed waiver to that effect.

F. LIMITATION OF LEAVE

Temporary disability leave will not be available to employees following one hundred fifty (150) days from the original date of injury or date that the disability begins absent express approval of the City Administrator, who may grant an extension of this time not to exceed sixty (60) days.

Any employee whose employment by the City is terminated due to exceeding this limitation of leave shall be compensated for any remaining unused medical leave as in the case of retirement.

G. LIGHT DUTY POLICY

Employees will follow the City's Light Duty Policy. 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 day period between the 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. All employees in the City of Grand Island are covered by this policy and therefore are on notice from this date forward, that light duty work shall commence five (5) calendar days from the date of injury with appropriate medical release, unless the employee is willing to return sooner.

ARTICLE XI - GENERAL PROVISIONS CONCERNING LEAVE

A. ABSENCE 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. An employee who is absent without leave for three (3) consecutive days is considered to have resigned.

B. LEAVE FORM

For all leaves except unforeseeable medical leave, a written request on the authorized leave 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, the form shall be completed and submitted for approval immediately upon the employee's return to duty. Unless a leave form approved by the supervisor substantiates an absence, an employee shall not be paid for any absence from scheduled work hours.

C. COMPENSATION LIMIT DURING LEAVE

While on leave of any nature, the total compensation paid to an employee including salary, wages, workers compensation benefits and leave pay collected from any other party shall not exceed the employee's net take-home pay 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.

ARTICLE XII - PENSION RETIREMENT PLAN AND SENIORITY

A. PENSION RETIREMENT PLAN

1. The City agrees that the employees covered under this agreement are covered under the pension plan adopted by Ordinance No. 4244, as amended.

B. SENIORITY

1. Seniority is hereby defined as the employee's length of continuous service in the bargaining unit except as otherwise provided herein.
2. Continuous service as used in Section 1 hereof means an employee's total continuous length of service in the bargaining unit without break or interruption; provided, that lay-off of one (1) year or less, any suspension for disciplinary purposes, absence on authorized leave with or without pay, absence while receiving temporary total disability benefits under the Nebraska Worker's Compensation Act, and any absence due to serving as a union officer or official whether elected or appointed, shall not constitute a break or interruption in service within the meaning of this Article.
3. After an employee satisfactorily completes his initial introductory period of employment with the City, his seniority shall be effective from the date on which the employee was hired in the bargaining unit.

4. A list of employees arranged in order of their seniority as defined herein will be made available for examination by employees upon request by the union.
5. Where two or more employees were appointed in the bargaining unit on the same date, their seniority standing shall be determined in the order in which they filed their application for such employment in accordance with the date and time of filing such application.
6. Where an employee holds a non-bargaining unit position, he shall retain all seniority earned in all bargaining unit classifications in which he was previously employed. Non-bargaining unit service with the City shall not be construed or considered for the purpose of calculating seniority under the provisions of this Agreement except for those employees who are in classifications which have become part of the bargaining unit.
7. An employee ~~whose position~~whose position is being eliminated through a reduction in force has the option to move into a lower grade position for which they are qualified within the same functional division. Functional divisions are defined as: Streets and Transportation, Fleet Services, Parks, and Cemetery.

ARTICLE XIII - RATES OF PAY FOR WORK PERFORMED

A. PAY PLAN

1. All new employees will normally be hired at Step 1 of the pay grade of their position. However, due to extenuating circumstances, an employee may be hired at a higher step with the written approval of the City Administrator. Employees will remain in each step for at least 1 year with their performance to be evaluated on the anniversary of the change of status.

Prior to advancing in a step or grade, employees will be evaluated on their performance at least annually. An employee must receive satisfactory performance ratings in order to receive an increase in pay, other than a salary table adjustment. Such adjustments in pay shall be effective on the first day of a pay period falling on or immediately after the employee is eligible for the pay increase.

2. The introductory period for new employees shall be six months, unless otherwise extended by the Department Director.

B. FISCAL YEARS ~~2011-2014~~ – ~~2014~~2018

Rates of pay for the period October 1, ~~2011 to~~ 2014 to September 30, ~~2014-2018~~ for work performed in the various classes of work under this agreement are set out in Exhibits A, B, ~~and C~~ and D.

C. FISCAL YEAR ~~2011-2014~~ - ~~2012~~2015

Rates of pay for the period October 1, ~~2011~~ 2014 to September 30, ~~2012~~ 2015 for work performed in the various classes of work under this agreement shall be as follows:

Rates of pay from October 1, ~~2011~~ 2014 through September 30, ~~2012~~ 2015, for work performed in the various classes of work under this agreement shall be as shown on the new pay plan, attached hereto as Exhibit "A" and shall take effect the first full pay period of October ~~2011~~ 2014. For each fiscal year, the new rate of pay shall take effect during the first full pay period in the month of October. ~~Employee's wages will be frozen until such time they are eligible for their annual employee evaluation. With a satisfactory evaluation they will be placed in the next closest step that does not move their pay backwards in the fifteen step pay scale.~~

D. FISCAL YEAR ~~2012~~ 2015 - ~~2013~~ 2016

~~All pay ranges shall be adjusted by 1.5%. The new pay ranges will be implemented on the first full pay period on or after October 1, 2012. See exhibit Exhibit B.~~

E. FISCAL YEAR ~~2013~~ 2016 - ~~2014~~ 2017

~~All pay ranges shall be adjusted by 1.5%. The new pay ranges will be implemented on the first full pay period on or after October 1, 2013. See exhibit Exhibit C.~~

F. FISCAL YEAR 2017 – 2018

All pay ranges shall be adjusted by 5%. The new pay ranges will be implemented on the first full pay period on or after October 1, 2017. See Exhibit D.

FG. FUTURE CHANGES IN RATES OF PAY

It is understood and agreed that payment of future rates is contingent upon the City adopting budget statements and appropriation ordinances sufficient to fund such payments and salary ordinances authorizing such payments. The union acknowledges that the City must comply with the Nebraska Budget Act (Sections 23-921 through 23-933, R.R.S. 1943).

ARTICLE XIV - EMPLOYEE RELATIONS

A. GENERAL

Every employee shall fulfill conscientiously the duties and responsibilities of his or her position. Every employee shall conduct himself or herself at all times in a manner which reflects credit on the City. Every employee shall be impartial in all of his or her official acts and shall in no way endanger nor give occasion for distrust of his or her impartiality.

B. MEMBERSHIP IN UNION

1. An employee shall have the right to join or refrain from joining this union.

2. This union shall not exert pressure on any employee to join it.
3. The union shall not discriminate in membership on the grounds of race, religion, national origin, color, age, or sex.

ARTICLE XV - SAFETY COMMITTEE

1. A member of the bargaining unit, as selected by the Union, shall serve on the Citywide Safety Committee, which shall meet on a regular basis to discuss safety problems.
2. All questions relating to safety, including equipment, protective clothing, working areas, and working procedures, shall be considered proper subject for discussion.
3. 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, including proper training in operation of equipment and use of materials.

ARTICLE XVI – GRIEVANCES

A. GENERAL STATEMENT

It is the policy of the City of Grand Island to provide prompt and equitable resolution of employee complaints and grievances. An employee presenting a complaint or grievance shall not be subject to reprisal.

B. COMPLAINTS

Prior to initiating a grievance, the employee is encouraged to discuss the complaint with the immediate supervisor. Should the complaint not be resolved through such discussion, the employee may elect to submit a grievance.

C. WHAT MAY BE GRIEVED

A permanent employee may grieve an alleged unsafe act or practice, adverse working condition, violation of a written or verbal policy or procedure, violation of the employee's civil rights, an involuntary demotion, or an involuntary transfer which results in a reduction in salary. An introductory employee may grieve only an alleged unsafe act or practice, adverse working condition, or a violation of the employee's civil rights.

D. GRIEVANCE PROCEDURE

Employee grievances will be resolved in accordance with the following procedure:

1. Division Supervisor

A grievance must be submitted to the Division Supervisor not later than 10 working days following the alleged act or action.

The Division Supervisor shall attempt to resolve the grievance and shall provide the employee a written response not later than five (5) working days following receipt of the grievance.

2. Department Director

Should the employee be dissatisfied with the Division Supervisor's response, or should the Division Supervisor be the immediate supervisor, the employee may grieve to the Department Director not later than five (5) working days following receipt of the Division Supervisor's response or the occurrence of the original alleged act or action.

The Department Director shall attempt to resolve the grievance and shall provide the employee a written response not later than five (5) working days following receipt of the grievance.

3. Mayor

Should the employee be dissatisfied with the Department Director's response, the employee may grieve to the Mayor no later than five (5) working days following receipt of the Department Director's response or the occurrence of the original alleged act or action.

The Mayor shall provide the employee with a written response not later than five (5) working days following receipt of the grievance. The decision of the Mayor completes the grievance process.

E. GRIEVANCE PROCEDURE - GENERAL PROVISIONS

Employee grievances and employer responses must be in writing with a copy provided to the Human Resources Department. Should a meeting or hearing be held for the resolution of a grievance, an employee may appear with an attorney as counsel or representative and/or may be accompanied by another employee from the same division. Such an employee shall be granted time off with pay and shall not be subject to reprisal.

Employees may be requested to appear as witnesses. Such employees shall be required to appear, shall be granted time off with pay, and shall not be subject to reprisal.

The names of employee witnesses must be provided to the Department Director in sufficient time to arrange for their appearance.

A grievance shall be considered resolved should the employee fail to comply with the prescribed time limits. Should the employer fail to comply with the prescribed time limits, the employee may continue the grievance to the next level.

Grievance procedure time limits may be extended upon mutual agreement between the employee and the employer. The request for extension and the response to such request shall be in writing.

ARTICLE XVII - OTHER BENEFITS

A. MEDICAL INSURANCE

The City agrees to provide health dental, and long-term disability insurance during the term of this agreement for the employee and employee's dependents at the same benefit level and employee contribution level as provided to other City employees under the City's general group insurance plans. Present and future benefits shall be accorded to the union. The City's general group insurance plan year runs from October 1 through September 30 of each year.

B. CAFETERIA PLAN

The City agrees to implement a pre-tax contribution plan for medical and hospitalization insurance expenses.

C. LIFE INSURANCE

The City will continue to provide a life insurance policy for the employee. Such policy shall contain an option allowing the employee to purchase additional insurance. The premium for the optional insurance shall be paid by the employee. The insurance provided at City cost shall be in the amount of \$50,000 per employee.

The employee will be required to pay the premium on the life insurance policy during any leave of absence without pay for the first sixty days. Thereafter, such employee will be dropped from the life insurance plan. The employee shall pay both the City's premium and his or her optional insurance premium during this period.

D. UNION BULLETIN BOARD

The City agrees to provide space for the Union to erect a bulletin board for each division of sufficient size for the posting of notices of union meetings, union elections, union election results, union appointments to office, and union recreational or social affairs. Any material posted on said bulletin board(s) shall either be on union stationery or otherwise authenticated and authorized by an officer of the union. No item may be posted on the bulletin board(s) unless the item has been approved for posting by the Mayor or his or her designated representative and shall not be unreasonably withheld.

The total number of bulletin boards may not exceed the number of divisions the union represents as described in Article I, Section A.

E. UNIFORMS AND PROTECTIVE CLOTHING

1. The City will pay for one pair of safety glasses and frames for each employee up to the amount allowed by the City's procurement policy. Employees must have eye examinations for prescription glasses at their expense, or have had their eyes checked within the last six months. Employees will be allowed to choose the type of safety frames desired (plastic, combination plastic/metal, or metal). The City will pay for side shields for employees desiring them. The City will pay for replacement or repair of safety glasses accidentally damaged during performance of assigned duties; provided, the employee's supervisor is notified immediately of the damage. The City will also pay for replacement of safety glasses when the employee has an examination showing his or her prescription has changed, said examination to be at the employee's expense. The employee will be responsible for repair of safety glasses damaged during off-duty hours. Safety glasses lost by employees must be replaced at the employee's expense.
2. Upon submission of proof of purchase, the City will reimburse employees in the Streets and Fleet Services Divisions for the ~~increased cost attributable to purchase safety of safety~~ steel toe ~~inserts in~~ boots or safety toe boots approved by the City to be used on the job. The reimbursement shall not exceed ~~Seven Dollars (\$7.00)~~ One Hundred-Fifty Dollars (\$150.00) ~~per pair, nor more than two (2) pairs~~ per year.

The City will provide members of the Streets Division a winter coat/jacket that meets high visibility safety standards, to be inspected annually for replacement. In addition, members of the Streets Division will receive five (5) short sleeve work shirts, to be inspected annually for replacement. The shirts will also meet the high visibility safety standards.
3. The City shall pay as uniform allowance the sum of Twelve Dollars (\$12.00) bi-weekly to full-time employees of the Fleet Services Division.
4. Employees in Public Work divisions other than the Fleet Services Division shall be permitted to participate in the uniform program established by the City of Grand Island. The City will pay sixty percent (60%) of the actual cost of providing and cleaning these uniforms. The employee shall pay forty percent (40%) of said cost.

F. TOOL ALLOWANCE

Employees in the job classification of Fleet Services Mechanic shall be paid a tool allowance in the amount of ~~Ten~~ Fifteen Dollars (~~\$10~~15.00) bi-weekly. Said employees shall be required to have and maintain the tools required of the job classification.

ARTICLE XVIII - MANAGEMENT RIGHTS

1. 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, retains the right to effectively operate in a reasonable and efficient manner to serve the best interests of all the citizens of the City.
2. This agreement in no way changes the power of the City to exercise any and all powers vested in it by the statutes of the State of Nebraska and the Grand Island City Code.
3. It is understood and agreed that the City possesses the sole right to operate the Public Works Department and the Parks and Recreation Department, and that all management rights repose in it, but that such rights must be exercised consistently with the other provisions of this contract. These rights include but are not limited to the following:
 - a. Discipline or discharge for just cause, arising under this agreement or the City's Personnel Rules and Regulations, Section 3.01 as amended on ~~April 13, 2011~~[November 13, 2012](#). Should the City at any time during the course of this agreement amend the City Personnel Rules and Regulations, in regards to discipline, said amendment shall be proposed to the AFSCME bargaining unit. The bargaining unit shall have 30 days to consider and respond. The parties may agree to adopt such amendment as part of this contract at that time.
 - b. Direct the work force.
 - c. Hire, assign, or transfer employees.
 - d. Determine the mission of the City.
 - e. Determine the methods, means, number of personnel needed to carry out the City's mission.
 - f. Introduce new or improved methods or facilities.
 - g. Change existing methods or facilities.
 - h. Lay off employees because of lack of work.
 - i. Contract out for goods or services.
4. This document constitutes the sole and complete arrangement between the parties. 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. Any

prior commitment or agreement between the employer and the Union or any individual employee covered by this agreement is hereby superseded.

5. Any and all matters not specifically mentioned in this agreement are reserved to the City.
6. All industrial relations functions of the City shall be handled by the Mayor or his or her designated representative. The union agrees that it shall deal with the City only through the Mayor or his or her designated representative.
7. The Union and its membership agree that it will not contract or deal with any of the members of the City Council concerning any aspects of negotiations, grievances, or any other relationship between the Union and the City.

ARTICLE XIX - PAYROLL DEDUCTION OF UNION DUES

Upon receipt of a lawfully executed written authorization from an employee, which may be revoked in writing at any time, the City agrees to deduct the regular, biweekly amounts specified therein from his or her pay for union dues. The effective date of such deduction shall be the second payroll following the filing of the written authorization by the employee with the Finance Director. The Finance Director will remit the collected union dues, together with a list of the employees' names for which the dues are deducted, to the official designated by the union, in writing, by the fifteenth day of the next succeeding month following the deduction. The City agrees not to withhold any initiation fees, assessments, special or otherwise, or any funds from an employee's pay for the benefit of the union other than regular union dues as set forth herein.

The Union agrees to indemnify and hold the City harmless against any and all claims, suits, orders, or judgments brought or issued against the City as a result of any action taken or not taken by the City under this Article. This Article shall become null and void for the remaining life of the contract, effective immediately, in the event the union or its members participate in a strike, slowdown, work stoppage, or other intentional interruption of operation.

ARTICLE XX - GENERAL PROVISIONS

1. No representative of the Union shall be permitted to come on any job site of the City for any reason without first presenting his or her credentials to the Mayor or Department Director, and obtaining permission to come on the job site of the City. Such permission shall not be unreasonably withheld.
2. The Union agrees that it or its members will not solicit membership in the Union or otherwise carry on Union activities during working hours.
3. 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.

4. The City and the Union agree not to interfere with the right of employees to become or not to become members of the Union, and further, that there shall be no discrimination or coercion against any employee because of union membership or non-membership.
5. An employee upon promotion, who fails to satisfactorily perform the duties of a classification into which he or she has been promoted during the first thirty days after such promotion, shall have the right to opt back into the classification from which he or she was promoted. He or she shall return to the same pay step held prior to promotion with the same regular status held prior to promotion. Any employee, who chooses not to opt out or is not demoted based upon the decision of the supervisor, will need to satisfy the remainder of the six month introductory period.
6. The employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any individual, group, or organization for the purpose of undermining the Union or which is in conflict with this agreement.
7. Employees shall abide by the residency requirements set out in the Personnel Rules and Regulations as amended on ~~April 13, 2011~~ November 13, 2012; provided, such requirements shall not discriminate against members of this bargaining unit.

ARTICLE XXI - STRIKES AND LOCKOUTS

1. Neither the Union nor any of its 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. Any or all employees who violate any of the provisions of this Article may be summarily discharged or disciplined by the City. Such discharge or discipline shall not be subject to grievance proceedings under any circumstances.
2. The City will not lock out any employees during the term of the agreement as a result of a labor dispute with the union.

ARTICLE XXII- DISCIPLINE AND APPEAL PROCEDURE

The employees of this bargaining unit shall be subject to discipline as set out in this agreement for just cause as set forth in the City of Grand Island Personnel Rules and Regulations, Section 3.01 as amended on ~~April 13, 2011~~ November 13, 2012.

The following Appeal Procedure shall apply to the members of this bargaining unit:

Any employee who has satisfactorily completed his/her initial introductory period of employment with the City of Grand Island shall have the right to appeal a suspension or a discharge in accordance with the following procedure:

1. Discipline imposed by the Department Director may be appealed to the Mayor not

later than five (5) working days following written notification of such discipline.

2. The Mayor shall hear such appeal and shall provide the employee with a written response not later than ten (10) working days following receipt of the appeal.
3. Should the employee be dissatisfied with the Mayor's response or should the Mayor have imposed the initial discipline, the employee may appeal to a mediator.
4. If an employee is dissatisfied with the Mayor's response or should the Mayor have imposed the initial discipline, the employee or the Union may request non-binding mediation. The employee or the Union must provide the Human Resources Director with a written request for mediation within fifteen (15) working days of receiving the Mayor's decision. A mediator shall be chose from the Federal Mediation and Conciliation Service. If either party is not satisfied with the results of non-binding mediation, then within fifteen (15) work days of receiving the results of the mediation, either party may take the grievance to the next step.
5. An employee may request arbitration if they are dissatisfied with the Mediator's response. The employee or the Union must provide the Human Resources Director with a written request for arbitration within fifteen (15) working days of receiving the Mayor's decision.
6. The arbitration proceeding shall be conducted by an arbitrator, to be mutually selected by the parties as soon as practical after the submission of written demand for arbitration. If the parties are unable to mutually agree as to the selection of an arbitrator within fifteen (15) working days from receipt of the demand for arbitration, the parties shall jointly request the Federal Mediation and Conciliation Service to provide a list of seven arbitrators. Each party shall have the right to strike three names from the list of arbitrators as submitted. The employee requesting arbitration shall have the right to strike the first name and the City shall then strike one name with the same process being repeated so that the person remaining on the list shall be the arbitrator.

There shall be no appeal from the arbitrator's decision. It shall be final and binding on the Union, the City of Grand Island, and on all bargaining unit employees.

Authority of the arbitrator is limited to matters of interpretation or application of the express provisions of this Agreement and the arbitrator shall have no power or authority to add to, subtract from, or modify any of the terms or provisions of this Agreement. In the event the arbitrator finds that he has no authority or power to rule in the case, the matter shall be referred back to the parties without decision or recommendation on the merits of the case. The arbitrator shall be requested by the parties to issue his decision within thirty (30) calendar days after the conclusion of the hearing.

Parties selecting the arbitrator shall share equally the arbitrator's expense. Each party shall be responsible for compensating its own representatives and witnesses.

If a party desires that a record of the testimony be made at the proceedings, it may cause such a record to be made at its expense; provided, however, that it supplies the arbitrator and the other party or parties with copies of such record at no expense to the other party or parties.

6. The arbitrator shall not have jurisdiction to discharge an employee upon an appeal from a suspension.
7. An employee shall have the right to process an appeal individually, by the Union, and/or by an Attorney at Law. If an employee elects not to use the Union or its attorney in the processing of an appeal, the decision of the arbitrator shall not set binding precedent on the Union.
8. Any time limits contained herein or elsewhere in this Agreement, for the bringing of, or answering of discipline may be waived by mutual consent of the Union or the employee and the City.

ARTICLE XXIII - DURATION OF CONTRACT

1. All of the terms, rights, obligations, benefits and conditions of this agreement will expire on its termination.
2. This agreement shall continue in full force and effect until Midnight on September 30, ~~2014~~2018.
3. Negotiations for a new agreement to take effect upon the termination of this agreement may begin any time after. February 1, ~~2014~~2018.
4. Either party may reopen this agreement if the City does not adopt a budget statement and appropriation ordinance and salary ordinance sufficient to fund the rates of pay and fringe benefits previously agreed upon by the parties.

ARTICLE XXIV- SEVERABILITY

If any of the provisions of agreement are subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, all other provisions of the agreement shall remain full force and effect for the duration of the agreement. Both parties shall then meet and attempt to negotiate a substitute.

ARTICLE XXV - SCOPE OF AGREEMENT

A. COMPLETE AGREEMENT

The parties mutually agree that this contract constitutes the entire Agreement and understanding concerning all proper subjects of collective bargaining for the duration of the contract

between the parties and supersedes all previous agreements. This contract 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 XXVI - C.I.R. WAIVER

As a result of negotiations, and in consideration of this entire collective bargaining agreement, the Union, 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 (CIR) 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, ~~2011~~2014 through September 30, ~~2014~~2018.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES; Local No. 251

By _____
Kevin Brown, President, Local 251

By _____
~~Mike Davis~~Roger Schweitzer, Chief Steward, Local 251

CITY OF GRAND ISLAND, NEBRASKA, A Municipal Corporation,

By _____
Jay Vavricek, Mayor

Attest _____
RaNae Edwards, City Clerk

| | | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 | Step 10 | Step 11 | Step 12 | Step 13 | Step 14 | Step 15 |
|-----------------|----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| FL SRV MECHANIC | Hourly | 18.3122 | 18.8890 | 19.4839 | 20.0973 | 20.7303 | 21.3830 | 22.0564 | 22.7510 | 23.4675 | 24.2065 | 24.9689 | 25.7551 | 26.1414 | 26.5989 | 27.1309 |
| 4005 | Biweekly | 1,464.98 | 1,511.12 | 1,558.71 | 1,607.78 | 1,658.42 | 1,710.64 | 1,764.51 | 1,820.08 | 1,877.40 | 1,936.52 | 1,997.51 | 2,060.41 | 2,091.31 | 2,127.91 | 2,170.47 |
| | Annual | 38,089.48 | 39,289.12 | 40,526.46 | 41,802.28 | 43,118.92 | 44,476.64 | 45,877.26 | 47,322.08 | 48,812.40 | 50,349.52 | 51,935.26 | 53,570.66 | 54,374.06 | 55,325.66 | 56,432.22 |

| | | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 | Step 10 | Step 11 | Step 12 | Step 13 | Step 14 | Step 15 |
|------------|----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| EQUIP OPER | Hourly | 16.1640 | 16.6728 | 17.1976 | 17.7389 | 18.2974 | 18.8733 | 19.4673 | 20.0802 | 20.7123 | 21.3643 | 22.0368 | 22.7304 | 23.0714 | 23.4753 | 23.9447 |
| STR | Biweekly | 1,293.12 | 1,333.82 | 1,375.81 | 1,419.11 | 1,463.79 | 1,509.86 | 1,557.38 | 1,606.42 | 1,656.98 | 1,709.14 | 1,762.94 | 1,818.43 | 1,845.71 | 1,878.02 | 1,915.58 |
| 4010 | Annual | 33,621.12 | 34,679.32 | 35,771.06 | 36,896.86 | 38,058.54 | 39,256.36 | 40,491.88 | 41,766.92 | 43,081.48 | 44,437.64 | 45,836.44 | 47,279.18 | 47,988.46 | 48,828.52 | 49,805.08 |

| | | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 | Step 10 | Step 11 | Step 12 | Step 13 | Step 14 | Step 15 |
|----------------|----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| HORTICULTURIST | Hourly | 17.5359 | 18.0911 | 18.6637 | 19.2547 | 19.8642 | 20.4930 | 21.1417 | 21.8112 | 22.5016 | 23.2140 | 23.9489 | 24.7071 | 25.0778 | 25.5166 | 26.0270 |
| 4020 | Biweekly | 1,402.87 | 1,447.29 | 1,493.10 | 1,540.38 | 1,589.14 | 1,639.44 | 1,691.34 | 1,744.90 | 1,800.13 | 1,857.12 | 1,915.91 | 1,976.57 | 2,006.22 | 2,041.33 | 2,082.16 |
| | Annual | 36,474.62 | 37,629.54 | 38,820.60 | 40,049.88 | 41,317.64 | 42,625.44 | 43,974.84 | 45,367.40 | 46,803.38 | 48,285.12 | 49,813.66 | 51,390.82 | 52,161.72 | 53,074.58 | 54,136.16 |

| | | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 | Step 10 | Step 11 | Step 12 | Step 13 | Step 14 | Step 15 |
|-----------|----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| MAINT WRK | Hourly | 15.7845 | 16.2826 | 16.7964 | 17.3266 | 17.8734 | 18.4374 | 19.0192 | 19.6194 | 20.2385 | 20.8773 | 21.5361 | 22.2157 | 22.5490 | 22.9436 | 23.4024 |
| CMTRY | Biweekly | 1,262.76 | 1,302.61 | 1,343.71 | 1,386.13 | 1,429.87 | 1,474.99 | 1,521.54 | 1,569.55 | 1,619.08 | 1,670.18 | 1,722.89 | 1,777.26 | 1,803.92 | 1,835.49 | 1,872.19 |
| 4040 | Annual | 32,831.76 | 33,867.86 | 34,936.46 | 36,039.38 | 37,176.62 | 38,349.74 | 39,560.04 | 40,808.30 | 42,096.08 | 43,424.68 | 44,795.14 | 46,208.76 | 46,901.92 | 47,722.74 | 48,676.94 |

| | | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 | Step 10 | Step 11 | Step 12 | Step 13 | Step 14 | Step 15 |
|-----------|----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| MAINT WRK | Hourly | 15.4192 | 15.9055 | 16.4073 | 16.9249 | 17.4588 | 18.0094 | 18.5777 | 19.1637 | 19.7682 | 20.3918 | 21.0351 | 21.6986 | 22.0241 | 22.4095 | 22.8578 |
| STRTS | Biweekly | 1,233.54 | 1,272.44 | 1,312.58 | 1,353.99 | 1,396.70 | 1,440.75 | 1,486.22 | 1,533.10 | 1,581.46 | 1,631.34 | 1,682.81 | 1,735.89 | 1,761.93 | 1,792.76 | 1,828.62 |
| 4045 | Annual | 32,072.04 | 33,083.44 | 34,127.08 | 35,203.74 | 36,314.20 | 37,459.50 | 38,641.72 | 39,860.60 | 41,117.96 | 42,414.84 | 43,753.06 | 45,133.14 | 45,810.18 | 46,611.76 | 47,544.12 |

| | | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 | Step 10 | Step 11 | Step 12 | Step 13 | Step 14 | Step 15 |
|-----------|----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| MAINT WRK | Hourly | 15.6427 | 16.1373 | 16.6473 | 17.1735 | 17.7165 | 18.2765 | 18.8543 | 19.4504 | 20.0653 | 20.6995 | 21.3539 | 22.0289 | 22.3594 | 22.7507 | 23.2057 |
| PRKS | Biweekly | 1,251.42 | 1,290.98 | 1,331.78 | 1,373.88 | 1,417.32 | 1,462.12 | 1,508.34 | 1,556.03 | 1,605.22 | 1,655.96 | 1,708.31 | 1,762.31 | 1,788.75 | 1,820.06 | 1,856.46 |
| 4050 | Annual | 32,536.92 | 33,565.48 | 34,626.28 | 35,720.88 | 36,850.32 | 38,015.12 | 39,216.84 | 40,456.78 | 41,735.72 | 43,054.96 | 44,416.06 | 45,820.06 | 46,507.50 | 47,321.56 | 48,267.96 |

| | | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 | Step 10 | Step 11 | Step 12 | Step 13 | Step 14 | Step 15 |
|-----------|----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| MAINT WRK | Hourly | 15.6427 | 16.1373 | 16.6473 | 17.1735 | 17.7165 | 18.2765 | 18.8543 | 19.4504 | 20.0653 | 20.6995 | 21.3539 | 22.0289 | 22.3594 | 22.7507 | 23.2057 |
| WTRPK | Biweekly | 1,251.42 | 1,290.98 | 1,331.78 | 1,373.88 | 1,417.32 | 1,462.12 | 1,508.34 | 1,556.03 | 1,605.22 | 1,655.96 | 1,708.31 | 1,762.31 | 1,788.75 | 1,820.06 | 1,856.46 |
| 4051 | Annual | 32,536.92 | 33,565.48 | 34,626.28 | 35,720.88 | 36,850.32 | 38,015.12 | 39,216.84 | 40,456.78 | 41,735.72 | 43,054.96 | 44,416.06 | 45,820.06 | 46,507.50 | 47,321.56 | 48,267.96 |

| | | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 | Step 10 | Step 11 | Step 12 | Step 13 | Step 14 | Step 15 |
|--------------|----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| SR EQUIP OPR | Hourly | 17.5883 | 18.1439 | 18.7171 | 19.3084 | 19.9185 | 20.5478 | 21.1969 | 21.8665 | 22.5575 | 23.2702 | 24.0053 | 24.7637 | 25.1352 | 25.5750 | 26.0865 |
| STR | Biweekly | 1,407.06 | 1,451.51 | 1,497.37 | 1,544.67 | 1,593.48 | 1,643.82 | 1,695.75 | 1,749.32 | 1,804.60 | 1,861.62 | 1,920.42 | 1,981.10 | 2,010.82 | 2,046.00 | 2,086.92 |
| 4055 | Annual | 36,583.56 | 37,739.26 | 38,931.62 | 40,161.42 | 41,430.48 | 42,739.32 | 44,089.50 | 45,482.32 | 46,919.60 | 48,402.12 | 49,930.92 | 51,508.60 | 52,281.32 | 53,196.00 | 54,259.92 |

| | | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 | Step 10 | Step 11 | Step 12 | Step 13 | Step 14 | Step 15 |
|-------------|----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| SR MAIN WRK | Hourly | 17.5478 | 18.1021 | 18.6740 | 19.2640 | 19.8726 | 20.5005 | 21.1480 | 21.8162 | 22.5055 | 23.2166 | 23.9500 | 24.7067 | 25.0773 | 25.5160 | 26.0264 |
| STR | Biweekly | 1,403.82 | 1,448.17 | 1,493.92 | 1,541.12 | 1,589.81 | 1,640.04 | 1,691.84 | 1,745.30 | 1,800.44 | 1,857.33 | 1,916.00 | 1,976.54 | 2,006.18 | 2,041.28 | 2,082.11 |
| 4060 | Annual | 36,499.32 | 37,652.42 | 38,841.92 | 40,069.12 | 41,335.06 | 42,641.04 | 43,987.84 | 45,377.80 | 46,811.44 | 48,290.58 | 49,816.00 | 51,390.04 | 52,160.68 | 53,073.28 | 54,134.86 |

| | | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 | Step 10 | Step 11 | Step 12 | Step 13 | Step 14 | Step 15 |
|------------------|----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| TRAFFIC SIG TECH | Hourly | 17.5072 | 18.0603 | 18.6309 | 19.2195 | 19.8267 | 20.4531 | 21.0992 | 21.7658 | 22.4535 | 23.1630 | 23.8947 | 24.6496 | 25.0194 | 25.4571 | 25.9663 |
| 4070 | Biweekly | 1,400.58 | 1,444.82 | 1,490.47 | 1,537.56 | 1,586.14 | 1,636.25 | 1,687.94 | 1,741.26 | 1,796.28 | 1,853.04 | 1,911.58 | 1,971.97 | 2,001.55 | 2,036.57 | 2,077.30 |
| | Annual | 36,415.08 | 37,565.32 | 38,752.22 | 39,976.56 | 41,239.64 | 42,542.50 | 43,886.44 | 45,272.76 | 46,703.28 | 48,179.04 | 49,701.08 | 51,271.22 | 52,040.30 | 52,950.82 | 54,009.80 |

| | | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 | Step 10 | Step 11 | Step 12 | Step 13 | Step 14 | Step 15 |
|-----------------|----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| FL SRV MECHANIC | Hourly | 19.8687 | 20.4946 | 21.1400 | 21.8056 | 22.4924 | 23.2006 | 23.9312 | 24.6848 | 25.4622 | 26.2641 | 27.0913 | 27.9443 | 28.3634 | 28.8598 | 29.4370 |
| 4005 | Biweekly | 1,589.50 | 1,639.57 | 1,691.20 | 1,744.45 | 1,799.39 | 1,856.05 | 1,914.50 | 1,974.78 | 2,036.98 | 2,101.13 | 2,167.30 | 2,235.54 | 2,269.07 | 2,308.78 | 2,354.96 |
| | Annual | 41,327.00 | 42,628.82 | 43,971.20 | 45,355.70 | 46,784.14 | 48,257.30 | 49,777.00 | 51,344.28 | 52,961.48 | 54,629.38 | 56,349.80 | 58,124.04 | 58,995.82 | 60,028.28 | 61,228.96 |

| | | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 | Step 10 | Step 11 | Step 12 | Step 13 | Step 14 | Step 15 |
|------------|----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| EQUIP OPER | Hourly | 17.6592 | 18.2150 | 18.7884 | 19.3797 | 19.9899 | 20.6191 | 21.2680 | 21.9376 | 22.6282 | 23.3405 | 24.0752 | 24.8330 | 25.2055 | 25.6468 | 26.1596 |
| STR | Biweekly | 1,412.74 | 1,457.20 | 1,503.07 | 1,550.38 | 1,599.19 | 1,649.53 | 1,701.44 | 1,755.01 | 1,810.26 | 1,867.24 | 1,926.02 | 1,986.64 | 2,016.44 | 2,051.74 | 2,092.77 |
| 4010 | Annual | 36,731.24 | 37,887.20 | 39,079.82 | 40,309.88 | 41,578.94 | 42,887.78 | 44,237.44 | 45,630.26 | 47,066.76 | 48,548.24 | 50,076.52 | 51,652.64 | 52,427.44 | 53,345.24 | 54,412.02 |

| | | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 | Step 10 | Step 11 | Step 12 | Step 13 | Step 14 | Step 15 |
|----------------|----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| HORTICULTURIST | Hourly | 19.6840 | 20.3073 | 20.9500 | 21.6134 | 22.2976 | 23.0034 | 23.7316 | 24.4831 | 25.2580 | 26.0577 | 26.8826 | 27.7337 | 28.1498 | 28.6424 | 29.2153 |
| 4020 | Biweekly | 1,574.72 | 1,624.58 | 1,676.00 | 1,729.07 | 1,783.81 | 1,840.27 | 1,898.53 | 1,958.65 | 2,020.64 | 2,084.62 | 2,150.61 | 2,218.70 | 2,251.98 | 2,291.39 | 2,337.22 |
| | Annual | 40,942.72 | 42,239.08 | 43,576.00 | 44,955.82 | 46,379.06 | 47,847.02 | 49,361.78 | 50,924.90 | 52,536.64 | 54,200.12 | 55,915.86 | 57,686.20 | 58,551.48 | 59,576.14 | 60,767.72 |

| | | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 | Step 10 | Step 11 | Step 12 | Step 13 | Step 14 | Step 15 |
|-----------|----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| MAINT WRK | Hourly | 16.9683 | 17.5038 | 18.0561 | 18.6261 | 19.2139 | 19.8202 | 20.4456 | 21.0909 | 21.7564 | 22.4431 | 23.1513 | 23.8819 | 24.2402 | 24.6644 | 25.1576 |
| CMTRY | Biweekly | 1,357.46 | 1,400.30 | 1,444.49 | 1,490.09 | 1,537.11 | 1,585.62 | 1,635.65 | 1,687.27 | 1,740.51 | 1,795.45 | 1,852.10 | 1,910.55 | 1,939.22 | 1,973.15 | 2,012.61 |
| 4040 | Annual | 35,293.96 | 36,407.80 | 37,556.74 | 38,742.34 | 39,964.86 | 41,226.12 | 42,526.90 | 43,869.02 | 45,253.26 | 46,681.70 | 48,154.60 | 49,674.30 | 50,419.72 | 51,301.90 | 52,327.86 |

| | | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 | Step 10 | Step 11 | Step 12 | Step 13 | Step 14 | Step 15 |
|-----------|----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| MAINT WRK | Hourly | 16.6527 | 17.1779 | 17.7199 | 18.2789 | 18.8555 | 19.4502 | 20.0639 | 20.6968 | 21.3497 | 22.0231 | 22.7179 | 23.4345 | 23.7860 | 24.2023 | 24.6864 |
| STRTS | Biweekly | 1,332.22 | 1,374.23 | 1,417.59 | 1,462.31 | 1,508.44 | 1,556.02 | 1,605.11 | 1,655.74 | 1,707.98 | 1,761.85 | 1,817.43 | 1,874.76 | 1,902.88 | 1,936.18 | 1,974.91 |
| 4045 | Annual | 34,637.72 | 35,729.98 | 36,857.34 | 38,020.06 | 39,219.44 | 40,456.52 | 41,732.86 | 43,049.24 | 44,407.48 | 45,808.10 | 47,253.18 | 48,743.76 | 49,474.88 | 50,340.68 | 51,347.66 |

| | | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 | Step 10 | Step 11 | Step 12 | Step 13 | Step 14 | Step 15 |
|-----------|----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| MAINT WRK | Hourly | 16.7768 | 17.3073 | 17.8542 | 18.4186 | 19.0009 | 19.6015 | 20.2212 | 20.8606 | 21.5200 | 22.2002 | 22.9021 | 23.6260 | 23.9805 | 24.4001 | 24.8881 |
| PRKS | Biweekly | 1,342.14 | 1,384.58 | 1,428.34 | 1,473.49 | 1,520.07 | 1,568.12 | 1,617.70 | 1,668.85 | 1,721.60 | 1,776.02 | 1,832.17 | 1,890.08 | 1,918.44 | 1,952.01 | 1,991.05 |
| 4050 | Annual | 34,895.64 | 35,999.08 | 37,136.84 | 38,310.74 | 39,521.82 | 40,771.12 | 42,060.20 | 43,390.10 | 44,761.60 | 46,176.52 | 47,636.42 | 49,142.08 | 49,879.44 | 50,752.26 | 51,767.30 |

| | | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 | Step 10 | Step 11 | Step 12 | Step 13 | Step 14 | Step 15 |
|-----------|----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| MAINT WRK | Hourly | 16.7768 | 17.3073 | 17.8542 | 18.4186 | 19.0009 | 19.6015 | 20.2212 | 20.8606 | 21.5200 | 22.2002 | 22.9021 | 23.6260 | 23.9805 | 24.4001 | 24.8881 |
| WTRPK | Biweekly | 1,342.14 | 1,384.58 | 1,428.34 | 1,473.49 | 1,520.07 | 1,568.12 | 1,617.70 | 1,668.85 | 1,721.60 | 1,776.02 | 1,832.17 | 1,890.08 | 1,918.44 | 1,952.01 | 1,991.05 |
| 4051 | Annual | 34,895.64 | 35,999.08 | 37,136.84 | 38,310.74 | 39,521.82 | 40,771.12 | 42,060.20 | 43,390.10 | 44,761.60 | 46,176.52 | 47,636.42 | 49,142.08 | 49,879.44 | 50,752.26 | 51,767.30 |

| | | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 | Step 10 | Step 11 | Step 12 | Step 13 | Step 14 | Step 15 |
|--------------|----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| SR EQUIP OPR | Hourly | 19.0833 | 19.6861 | 20.3081 | 20.9496 | 21.6116 | 22.2944 | 22.9986 | 23.7252 | 24.4749 | 25.2482 | 26.0458 | 26.8686 | 27.2717 | 27.7489 | 28.3039 |
| STR | Biweekly | 1,526.66 | 1,574.89 | 1,624.65 | 1,675.97 | 1,728.93 | 1,783.55 | 1,839.89 | 1,898.02 | 1,957.99 | 2,019.86 | 2,083.66 | 2,149.49 | 2,181.74 | 2,219.91 | 2,264.31 |
| 4055 | Annual | 39,693.16 | 40,947.14 | 42,240.90 | 43,575.22 | 44,952.18 | 46,372.30 | 47,837.14 | 49,348.52 | 50,907.74 | 52,516.36 | 54,175.16 | 55,886.74 | 56,725.24 | 57,717.66 | 58,872.06 |

| | | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 | Step 10 | Step 11 | Step 12 | Step 13 | Step 14 | Step 15 |
|-------------|----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| SR MAIN WRK | Hourly | 18.9955 | 19.5955 | 20.2146 | 20.8533 | 21.5121 | 22.1918 | 22.8927 | 23.6160 | 24.3622 | 25.1320 | 25.9259 | 26.7450 | 27.1462 | 27.6211 | 28.1736 |
| STR | Biweekly | 1,519.64 | 1,567.64 | 1,617.17 | 1,668.26 | 1,720.97 | 1,775.34 | 1,831.42 | 1,889.28 | 1,948.98 | 2,010.56 | 2,074.07 | 2,139.60 | 2,171.70 | 2,209.69 | 2,253.89 |
| 4060 | Annual | 39,510.64 | 40,758.64 | 42,046.42 | 43,374.76 | 44,745.22 | 46,158.84 | 47,616.92 | 49,121.28 | 50,673.48 | 52,274.56 | 53,925.82 | 55,629.60 | 56,464.20 | 57,451.94 | 58,601.14 |

| | | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 | Step 10 | Step 11 | Step 12 | Step 13 | Step 14 | Step 15 |
|------------------|----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| TRAFFIC SIG TECH | Hourly | 18.9078 | 19.5051 | 20.1214 | 20.7571 | 21.4128 | 22.0893 | 22.7871 | 23.5071 | 24.2498 | 25.0160 | 25.8063 | 26.6216 | 27.0210 | 27.4937 | 28.0436 |
| 4070 | Biweekly | 1,512.62 | 1,560.41 | 1,609.71 | 1,660.57 | 1,713.02 | 1,767.14 | 1,822.97 | 1,880.57 | 1,939.98 | 2,001.28 | 2,064.50 | 2,129.73 | 2,161.68 | 2,199.50 | 2,243.49 |
| | Annual | 39,328.12 | 40,570.66 | 41,852.46 | 43,174.82 | 44,538.52 | 45,945.64 | 47,397.22 | 48,894.82 | 50,439.48 | 52,033.28 | 53,677.00 | 55,372.98 | 56,203.68 | 57,187.00 | 58,330.74 |

| | | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 | Step 10 | Step 11 | Step 12 | Step 13 | Step 14 | Step 15 |
|-----------------|----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| FL SRV MECHANIC | Hourly | 21.5575 | 22.2366 | 22.9369 | 23.6591 | 24.4043 | 25.1727 | 25.9654 | 26.7830 | 27.6265 | 28.4965 | 29.3941 | 30.3196 | 30.7743 | 31.3129 | 31.9391 |
| 4005 | Biweekly | 1,724.60 | 1,778.93 | 1,834.95 | 1,892.73 | 1,952.34 | 2,013.82 | 2,077.23 | 2,142.64 | 2,210.12 | 2,279.72 | 2,351.53 | 2,425.57 | 2,461.94 | 2,505.03 | 2,555.13 |
| | Annual | 44,839.60 | 46,252.18 | 47,708.70 | 49,210.98 | 50,760.84 | 52,359.32 | 54,007.98 | 55,708.64 | 57,463.12 | 59,272.72 | 61,139.78 | 63,064.82 | 64,010.44 | 65,130.78 | 66,433.38 |
| | | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 | Step 10 | Step 11 | Step 12 | Step 13 | Step 14 | Step 15 |
| EQUIP OPER | Hourly | 19.2927 | 19.8999 | 20.5263 | 21.1723 | 21.8390 | 22.5264 | 23.2353 | 23.9668 | 24.7213 | 25.4995 | 26.3022 | 27.1301 | 27.5370 | 28.0191 | 28.5794 |
| STR | Biweekly | 1,543.42 | 1,591.99 | 1,642.10 | 1,693.78 | 1,747.12 | 1,802.11 | 1,858.82 | 1,917.34 | 1,977.70 | 2,039.96 | 2,104.18 | 2,170.41 | 2,202.96 | 2,241.53 | 2,286.35 |
| 4010 | Annual | 40,128.92 | 41,391.74 | 42,694.60 | 44,038.28 | 45,425.12 | 46,854.86 | 48,329.32 | 49,850.84 | 51,420.20 | 53,038.96 | 54,708.68 | 56,430.66 | 57,276.96 | 58,279.78 | 59,445.10 |
| | | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 | Step 10 | Step 11 | Step 12 | Step 13 | Step 14 | Step 15 |
| HORTICULTURIST | Hourly | 22.0953 | 22.7949 | 23.5164 | 24.2610 | 25.0291 | 25.8213 | 26.6387 | 27.4823 | 28.3521 | 29.2498 | 30.1757 | 31.1311 | 31.5982 | 32.1511 | 32.7942 |
| 4020 | Biweekly | 1,767.62 | 1,823.59 | 1,881.31 | 1,940.88 | 2,002.33 | 2,065.70 | 2,131.10 | 2,198.58 | 2,268.17 | 2,339.98 | 2,414.06 | 2,490.49 | 2,527.86 | 2,572.09 | 2,623.54 |
| | Annual | 45,958.12 | 47,413.34 | 48,914.06 | 50,462.88 | 52,060.58 | 53,708.20 | 55,408.60 | 57,163.08 | 58,972.42 | 60,839.48 | 62,765.56 | 64,752.74 | 65,724.36 | 66,874.34 | 68,212.04 |
| | | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 | Step 10 | Step 11 | Step 12 | Step 13 | Step 14 | Step 15 |
| MAINT WRK | Hourly | 18.2409 | 18.8166 | 19.4103 | 20.0231 | 20.6549 | 21.3067 | 21.9790 | 22.6727 | 23.3881 | 24.1263 | 24.8876 | 25.6730 | 26.0582 | 26.5142 | 27.0444 |
| CMTRY | Biweekly | 1,459.27 | 1,505.33 | 1,552.82 | 1,601.85 | 1,652.39 | 1,704.54 | 1,758.32 | 1,813.82 | 1,871.05 | 1,930.10 | 1,991.01 | 2,053.84 | 2,084.66 | 2,121.14 | 2,163.55 |
| 4040 | Annual | 37,941.02 | 39,138.58 | 40,373.32 | 41,648.10 | 42,962.14 | 44,318.04 | 45,716.32 | 47,159.32 | 48,647.30 | 50,182.60 | 51,766.26 | 53,399.84 | 54,201.16 | 55,149.64 | 56,252.30 |
| | | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 | Step 10 | Step 11 | Step 12 | Step 13 | Step 14 | Step 15 |
| MAINT WRK | Hourly | 17.9849 | 18.5521 | 19.1375 | 19.7412 | 20.3639 | 21.0062 | 21.6690 | 22.3525 | 23.0577 | 23.7849 | 24.5353 | 25.3093 | 25.6889 | 26.1385 | 26.6613 |
| STRTS | Biweekly | 1,438.79 | 1,484.17 | 1,531.00 | 1,579.30 | 1,629.11 | 1,680.50 | 1,733.52 | 1,788.20 | 1,844.62 | 1,902.79 | 1,962.82 | 2,024.74 | 2,055.11 | 2,091.08 | 2,132.90 |
| 4045 | Annual | 37,408.54 | 38,588.42 | 39,806.00 | 41,061.80 | 42,356.86 | 43,693.00 | 45,071.52 | 46,493.20 | 47,960.12 | 49,472.54 | 51,033.32 | 52,643.24 | 53,432.86 | 54,368.08 | 55,455.40 |
| | | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 | Step 10 | Step 11 | Step 12 | Step 13 | Step 14 | Step 15 |
| MAINT WRK | Hourly | 17.9931 | 18.5621 | 19.1486 | 19.7539 | 20.3785 | 21.0226 | 21.6872 | 22.3730 | 23.0802 | 23.8097 | 24.5625 | 25.3389 | 25.7191 | 26.1691 | 26.6925 |
| PRKS | Biweekly | 1,439.45 | 1,484.97 | 1,531.89 | 1,580.31 | 1,630.28 | 1,681.81 | 1,734.98 | 1,789.84 | 1,846.42 | 1,904.78 | 1,965.00 | 2,027.11 | 2,057.53 | 2,093.53 | 2,135.40 |
| 4050 | Annual | 37,425.70 | 38,609.22 | 39,829.14 | 41,088.06 | 42,387.28 | 43,727.06 | 45,109.48 | 46,535.84 | 48,006.92 | 49,524.28 | 51,090.00 | 52,704.86 | 53,495.78 | 54,431.78 | 55,520.40 |
| | | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 | Step 10 | Step 11 | Step 12 | Step 13 | Step 14 | Step 15 |
| MAINT WRK | Hourly | 17.9931 | 18.5621 | 19.1486 | 19.7539 | 20.3785 | 21.0226 | 21.6872 | 22.3730 | 23.0802 | 23.8097 | 24.5625 | 25.3389 | 25.7191 | 26.1691 | 26.6925 |
| WTRPK | Biweekly | 1,439.45 | 1,484.97 | 1,531.89 | 1,580.31 | 1,630.28 | 1,681.81 | 1,734.98 | 1,789.84 | 1,846.42 | 1,904.78 | 1,965.00 | 2,027.11 | 2,057.53 | 2,093.53 | 2,135.40 |
| 4051 | Annual | 37,425.70 | 38,609.22 | 39,829.14 | 41,088.06 | 42,387.28 | 43,727.06 | 45,109.48 | 46,535.84 | 48,006.92 | 49,524.28 | 51,090.00 | 52,704.86 | 53,495.78 | 54,431.78 | 55,520.40 |

| | | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 | Step 10 | Step 11 | Step 12 | Step 13 | Step 14 | Step 15 |
|--------------|----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| SR EQUIP OPR | Hourly | 20.7054 | 21.3594 | 22.0343 | 22.7303 | 23.4486 | 24.1894 | 24.9535 | 25.7418 | 26.5553 | 27.3943 | 28.2597 | 29.1524 | 29.5898 | 30.1076 | 30.7097 |
| STR | Biweekly | 1,656.43 | 1,708.75 | 1,762.74 | 1,818.42 | 1,875.89 | 1,935.15 | 1,996.28 | 2,059.34 | 2,124.42 | 2,191.54 | 2,260.78 | 2,332.19 | 2,367.18 | 2,408.61 | 2,456.78 |
| 4055 | Annual | 43,067.18 | 44,427.50 | 45,831.24 | 47,278.92 | 48,773.14 | 50,313.90 | 51,903.28 | 53,542.84 | 55,234.92 | 56,980.04 | 58,780.28 | 60,636.94 | 61,546.68 | 62,623.86 | 63,876.28 |

| | | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 | Step 10 | Step 11 | Step 12 | Step 13 | Step 14 | Step 15 |
|-------------|----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| SR MAIN WRK | Hourly | 20.5626 | 21.2121 | 21.8823 | 22.5737 | 23.2868 | 24.0226 | 24.7813 | 25.5643 | 26.3721 | 27.2054 | 28.0648 | 28.9515 | 29.3858 | 29.8998 | 30.4979 |
| STR | Biweekly | 1,645.01 | 1,696.97 | 1,750.58 | 1,805.90 | 1,862.94 | 1,921.81 | 1,982.50 | 2,045.14 | 2,109.77 | 2,176.43 | 2,245.18 | 2,316.12 | 2,350.86 | 2,391.98 | 2,439.83 |
| 4060 | Annual | 42,770.26 | 44,121.22 | 45,515.08 | 46,953.40 | 48,436.44 | 49,967.06 | 51,545.00 | 53,173.64 | 54,854.02 | 56,587.18 | 58,374.68 | 60,219.12 | 61,122.36 | 62,191.48 | 63,435.58 |

| | | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 | Step 10 | Step 11 | Step 12 | Step 13 | Step 14 | Step 15 |
|------------------|----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| TRAFFIC SIG TECH | Hourly | 20.4204 | 21.0655 | 21.7311 | 22.4177 | 23.1258 | 23.8564 | 24.6101 | 25.3877 | 26.1898 | 27.0173 | 27.8708 | 28.7513 | 29.1827 | 29.6932 | 30.2871 |
| 4070 | Biweekly | 1,633.63 | 1,685.24 | 1,738.49 | 1,793.42 | 1,850.06 | 1,908.51 | 1,968.81 | 2,031.02 | 2,095.18 | 2,161.38 | 2,229.66 | 2,300.10 | 2,334.62 | 2,375.46 | 2,422.97 |
| | Annual | 42,474.38 | 43,816.24 | 45,200.74 | 46,628.92 | 48,101.56 | 49,621.26 | 51,189.06 | 52,806.52 | 54,474.68 | 56,195.88 | 57,971.16 | 59,802.60 | 60,700.12 | 61,761.96 | 62,997.22 |

| | | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 | Step 10 | Step 11 | Step 12 | Step 13 | Step 14 | Step 15 |
|-----------------|----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| FL SRV MECHANIC | Hourly | 22.6354 | 23.3484 | 24.0837 | 24.8421 | 25.6245 | 26.4313 | 27.2637 | 28.1222 | 29.0078 | 29.9213 | 30.8638 | 31.8356 | 32.3130 | 32.8785 | 33.5361 |
| 4005 | Biweekly | 1,810.83 | 1,867.87 | 1,926.70 | 1,987.37 | 2,049.96 | 2,114.50 | 2,181.10 | 2,249.78 | 2,320.62 | 2,393.70 | 2,469.10 | 2,546.85 | 2,585.04 | 2,630.28 | 2,682.89 |
| | Annual | 47,081.58 | 48,564.62 | 50,094.20 | 51,671.62 | 53,298.96 | 54,977.00 | 56,708.60 | 58,494.28 | 60,336.12 | 62,236.20 | 64,196.60 | 66,218.10 | 67,211.04 | 68,387.28 | 69,755.14 |

| | | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 | Step 10 | Step 11 | Step 12 | Step 13 | Step 14 | Step 15 |
|------------|----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| EQUIP OPER | Hourly | 20.2573 | 20.8949 | 21.5526 | 22.2309 | 22.9310 | 23.6527 | 24.3971 | 25.1651 | 25.9574 | 26.7745 | 27.6173 | 28.4866 | 28.9139 | 29.4201 | 30.0084 |
| STR | Biweekly | 1,620.58 | 1,671.59 | 1,724.21 | 1,778.47 | 1,834.48 | 1,892.22 | 1,951.77 | 2,013.21 | 2,076.59 | 2,141.96 | 2,209.38 | 2,278.93 | 2,313.11 | 2,353.61 | 2,400.67 |
| 4010 | Annual | 42,135.08 | 43,461.34 | 44,829.46 | 46,240.22 | 47,696.48 | 49,197.72 | 50,746.02 | 52,343.46 | 53,991.34 | 55,690.96 | 57,443.88 | 59,252.18 | 60,140.86 | 61,193.86 | 62,417.42 |

| | | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 | Step 10 | Step 11 | Step 12 | Step 13 | Step 14 | Step 15 |
|----------------|----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| HORTICULTURIST | Hourly | 23.2001 | 23.9346 | 24.6922 | 25.4741 | 26.2806 | 27.1124 | 27.9706 | 28.8564 | 29.7697 | 30.7123 | 31.6845 | 32.6877 | 33.1781 | 33.7587 | 34.4339 |
| 4020 | Biweekly | 1,856.01 | 1,914.77 | 1,975.38 | 2,037.93 | 2,102.45 | 2,168.99 | 2,237.65 | 2,308.51 | 2,381.58 | 2,456.98 | 2,534.76 | 2,615.02 | 2,654.25 | 2,700.70 | 2,754.71 |
| | Annual | 48,256.26 | 49,784.02 | 51,359.88 | 52,986.18 | 54,663.70 | 56,393.74 | 58,178.90 | 60,021.26 | 61,921.08 | 63,881.48 | 65,903.76 | 67,990.52 | 69,010.50 | 70,218.20 | 71,622.46 |

| | | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 | Step 10 | Step 11 | Step 12 | Step 13 | Step 14 | Step 15 |
|-----------|----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| MAINT WRK | Hourly | 19.1529 | 19.7574 | 20.3808 | 21.0243 | 21.6876 | 22.3720 | 23.0780 | 23.8063 | 24.5575 | 25.3326 | 26.1320 | 26.9567 | 27.3611 | 27.8399 | 28.3966 |
| CMTRY | Biweekly | 1,532.23 | 1,580.59 | 1,630.46 | 1,681.94 | 1,735.01 | 1,789.76 | 1,846.24 | 1,904.50 | 1,964.60 | 2,026.61 | 2,090.56 | 2,156.54 | 2,188.89 | 2,227.19 | 2,271.73 |
| 4040 | Annual | 39,837.98 | 41,095.34 | 42,391.96 | 43,730.44 | 45,110.26 | 46,533.76 | 48,002.24 | 49,517.00 | 51,079.60 | 52,691.86 | 54,354.56 | 56,070.04 | 56,911.14 | 57,906.94 | 59,064.98 |

| | | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 | Step 10 | Step 11 | Step 12 | Step 13 | Step 14 | Step 15 |
|-----------|----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| MAINT WRK | Hourly | 18.8841 | 19.4797 | 20.0944 | 20.7283 | 21.3821 | 22.0565 | 22.7525 | 23.4701 | 24.2106 | 24.9741 | 25.7621 | 26.5748 | 26.9733 | 27.4454 | 27.9944 |
| STRTS | Biweekly | 1,510.73 | 1,558.38 | 1,607.55 | 1,658.26 | 1,710.57 | 1,764.52 | 1,820.20 | 1,877.61 | 1,936.85 | 1,997.93 | 2,060.97 | 2,125.98 | 2,157.86 | 2,195.63 | 2,239.55 |
| 4045 | Annual | 39,278.98 | 40,517.88 | 41,796.30 | 43,114.76 | 44,474.82 | 45,877.52 | 47,325.20 | 48,817.86 | 50,358.10 | 51,946.18 | 53,585.22 | 55,275.48 | 56,104.36 | 57,086.38 | 58,228.30 |

| | | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 | Step 10 | Step 11 | Step 12 | Step 13 | Step 14 | Step 15 |
|-----------|----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| MAINT WRK | Hourly | 18.8928 | 19.4902 | 20.1060 | 20.7416 | 21.3974 | 22.0737 | 22.7716 | 23.4917 | 24.2342 | 25.0002 | 25.7906 | 26.6058 | 27.0051 | 27.4776 | 28.0271 |
| PRKS | Biweekly | 1,511.42 | 1,559.22 | 1,608.48 | 1,659.33 | 1,711.79 | 1,765.90 | 1,821.73 | 1,879.34 | 1,938.74 | 2,000.02 | 2,063.25 | 2,128.46 | 2,160.41 | 2,198.21 | 2,242.17 |
| 4050 | Annual | 39,296.92 | 40,539.72 | 41,820.48 | 43,142.58 | 44,506.54 | 45,913.40 | 47,364.98 | 48,862.84 | 50,407.24 | 52,000.52 | 53,644.50 | 55,339.96 | 56,170.66 | 57,153.46 | 58,296.42 |

| | | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 | Step 10 | Step 11 | Step 12 | Step 13 | Step 14 | Step 15 |
|-----------|----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| MAINT WRK | Hourly | 18.8928 | 19.4902 | 20.1060 | 20.7416 | 21.3974 | 22.0737 | 22.7716 | 23.4917 | 24.2342 | 25.0002 | 25.7906 | 26.6058 | 27.0051 | 27.4776 | 28.0271 |
| WTRPK | Biweekly | 1,511.42 | 1,559.22 | 1,608.48 | 1,659.33 | 1,711.79 | 1,765.90 | 1,821.73 | 1,879.34 | 1,938.74 | 2,000.02 | 2,063.25 | 2,128.46 | 2,160.41 | 2,198.21 | 2,242.17 |
| 4051 | Annual | 39,296.92 | 40,539.72 | 41,820.48 | 43,142.58 | 44,506.54 | 45,913.40 | 47,364.98 | 48,862.84 | 50,407.24 | 52,000.52 | 53,644.50 | 55,339.96 | 56,170.66 | 57,153.46 | 58,296.42 |

| | | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 | Step 10 | Step 11 | Step 12 | Step 13 | Step 14 | Step 15 |
|--------------|----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| SR EQUIP OPR | Hourly | 21.7407 | 22.4274 | 23.1360 | 23.8668 | 24.6210 | 25.3989 | 26.2012 | 27.0289 | 27.8831 | 28.7640 | 29.6727 | 30.6100 | 31.0693 | 31.6130 | 32.2452 |
| STR | Biweekly | 1,739.26 | 1,794.19 | 1,850.88 | 1,909.34 | 1,969.68 | 2,031.91 | 2,096.10 | 2,162.31 | 2,230.65 | 2,301.12 | 2,373.82 | 2,448.80 | 2,485.54 | 2,529.04 | 2,579.62 |
| 4055 | Annual | 45,220.76 | 46,648.94 | 48,122.88 | 49,642.84 | 51,211.68 | 52,829.66 | 54,498.60 | 56,220.06 | 57,996.90 | 59,829.12 | 61,719.32 | 63,668.80 | 64,624.04 | 65,755.04 | 67,070.12 |

| | | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 | Step 10 | Step 11 | Step 12 | Step 13 | Step 14 | Step 15 |
|-------------|----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| SR MAIN WRK | Hourly | 21.5907 | 22.2727 | 22.9764 | 23.7024 | 24.4511 | 25.2237 | 26.0204 | 26.8425 | 27.6907 | 28.5657 | 29.4680 | 30.3991 | 30.8551 | 31.3948 | 32.0228 |
| STR | Biweekly | 1,727.26 | 1,781.82 | 1,838.11 | 1,896.19 | 1,956.09 | 2,017.90 | 2,081.63 | 2,147.40 | 2,215.26 | 2,285.26 | 2,357.44 | 2,431.93 | 2,468.41 | 2,511.58 | 2,561.82 |
| 4060 | Annual | 44,908.76 | 46,327.32 | 47,790.86 | 49,300.94 | 50,858.34 | 52,465.40 | 54,122.38 | 55,832.40 | 57,596.76 | 59,416.76 | 61,293.44 | 63,230.18 | 64,178.66 | 65,301.08 | 66,607.32 |

| | | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 | Step 10 | Step 11 | Step 12 | Step 13 | Step 14 | Step 15 |
|------------------|----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| TRAFFIC SIG TECH | Hourly | 21.4414 | 22.1188 | 22.8177 | 23.5386 | 24.2821 | 25.0492 | 25.8406 | 26.6571 | 27.4993 | 28.3682 | 29.2643 | 30.1889 | 30.6418 | 31.1779 | 31.8015 |
| 4070 | Biweekly | 1,715.31 | 1,769.50 | 1,825.42 | 1,883.09 | 1,942.57 | 2,003.94 | 2,067.25 | 2,132.57 | 2,199.94 | 2,269.46 | 2,341.14 | 2,415.11 | 2,451.34 | 2,494.23 | 2,544.12 |
| | Annual | 44,598.06 | 46,007.00 | 47,460.92 | 48,960.34 | 50,506.82 | 52,102.44 | 53,748.50 | 55,446.82 | 57,198.44 | 59,005.96 | 60,869.64 | 62,792.86 | 63,734.84 | 64,849.98 | 66,147.12 |

R E S O L U T I O N 2014-226

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

WHEREAS, an employee group at the City of Grand Island is represented by the Associated Federal State County and Municipal Employees, Local 251 (AFSCME), and

WHEREAS, representatives of the City and AFSCME, Local 251 met to negotiate a labor agreement, and

WHEREAS, the contract specifies salary adjustments to be made throughout the course of the four year agreement, and

WHEREAS, the working conditions, wages and benefits are outlined in the agreement, and

WHEREAS, an agreement was reached with the employee group and a labor agreement has been presented to City Council for approval.

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 Associated Federal State County and Municipal Employees, Local 251 (AFSCME) for the period of October 1, 2014 through September 30, 2018.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, on August 12, 2014.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form ☐ _____
August 11, 2014 ☐ City Attorney



City of Grand Island

Tuesday, August 12, 2014

Council Session

Item I-7

#2014-227 - Consideration of Approving FY 2014-2015 Annual Budget for Downtown Business Improvement District 2013 and Setting Date for Board of Equalization

Staff Contact: Jaye Monter, Finance Director

Council Agenda Memo

From: Jaye Monter, Finance Director

Meeting: August 12, 2014

Subject: Approving FY 2014-2015 Annual Budget for Downtown Business Improvement District 2013 and Setting Date for Board of Equalization

Item #'s: I-7

Presenter(s): Jaye Monter, Finance Director

Background

On August 13, 2013, the City Council adopted Ordinance #9435 creating Downtown Business Improvement District 2013. The creating ordinance established the purpose of the District, described the boundaries, and established that real property in the area would be subject to a special assessment to support the purposes of the District. The creating Ordinance requires that a proposed budget for the District be approved by the BID Board and forwarded to the City Council for consideration. On June 19, 2014 the Downtown BID Board met and approved the 2014-2015 budget which provides for special assessments in the amount of \$92,700.

Discussion

In this district, assessments are paid by property owners based on the valuation of land and real property in the district as of January 1 of the current year. No personal property is figured into the assessment. Owners are billed for the assessment on October 1 of each fiscal year. The total taxable value for the district as of January 1, 2014 was \$31,721,429 which for budgeted assessments of \$92,700 gives a levy of .292230 per \$100 of real property. Downtown Beautification, Retention and Recruitment, and Maintenance are the areas of proposed work to be performed by the BID. The appropriations for 2014-2015 also include a City fee of \$4,600 for accounting services. A copy of the proposed 2014-2015 budget is attached for review.

Alternatives

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

1. Approve the 2014-2015 Budget for the Downtown BID 2013 and set the date for the Board of Equalization.
2. Modify the budget and/or reschedule the Board of Equalization.

Recommendation

City Administration recommends that the Council approve the 2014-2015 Budget for the Downtown BID 2013 and set the date of September 9, 2014 for the Board of Equalization. Notice of the Hearing and proposed assessments will be published according to State Statutes.

Sample Motion

Move to approve the 2014-2015 Budget for the Downtown BID 2013 and set the date of September 9, 2014 for the Board of Equalization.

Created for 5 years through 09/30/2018

**Downtown BID
FY 2013-2018**

| | | 2012 | 2013 | 2014 | 2014 | 2015 | 2016 | 2017 | 2018 |
|-------------------------------------|--------------------|----------------|-----------------|-----------------|-----------------|-----------------|-----------------|----------------|----------------|
| | | Actuals | Actuals | Budget | Projected | Budget | Budget | Budget | Budget |
| REVENUE | 94011414 Valuation | | | 31,950,427 | | | | | |
| Account | Levy | | | 0.281686 | | | | | |
| 74140 Special Assessments | | 88,433 | 87,501 | 90,000 | 87,821 | 92,700 | 95,481 | 98,345 | 101,296 |
| 74736 Donations & Contribution | | 19,500 | - | - | 3,975 | 4,000 | | | |
| 74795 Other Revenue | | 47,597 | 8,750 | 77,500 | 30,000 | 105,000 | 75,000 | 25,000 | 35,000 |
| 74787 Interest | | 62 | 64 | 50 | 30 | 50 | 50 | 50 | 50 |
| TOTAL REVENUE | | 155,592 | 96,316 | 167,550 | 121,826 | 201,750 | 170,531 | 123,395 | 136,346 |
| APPROPRIATIONS | | | | | | | | | |
| Account | | | | | | | | | |
| 85105 Salaries | | - | 30,100 | 33,000 | 33,000 | 33,250 | 34,500 | 35,500 | 36,500 |
| 85115 FICA | | - | 2,379 | 2,725 | 2,632 | 2,800 | 2,850 | 2,900 | 3,000 |
| 85165 Unemployment State of NE | | - | 218 | 450 | 450 | 460 | 470 | 485 | 500 |
| 85213 Contract Services | | 71,726 | 24,678 | 16,000 | 16,000 | 16,000 | 16,500 | 16,500 | 17,000 |
| 85245 Printing & Binding Services | | 1,457 | 345 | 1,250 | 1,250 | 700 | 700 | 700 | 700 |
| 85249 Snow & Ice Removal | | 231 | 570 | 600 | 510 | 600 | 600 | 700 | 700 |
| 85290 Other Professional Services | | 26,098 | 2,822 | 5,000 | 5,000 | 7,500 | 5,000 | 5,000 | 5,000 |
| 85305 Utility Services | | 1,798 | 1,760 | 2,000 | 2,000 | 2,000 | 2,250 | 2,250 | 2,500 |
| 85325 Repairs & Maint. | | 3,444 | 1,222 | 1,500 | 1,500 | 1,000 | 1,500 | 1,000 | 1,000 |
| 85413 Postage | | 610 | 711 | 750 | 750 | 800 | 800 | 850 | 850 |
| 85416 Advertising | | 2,870 | 4,014 | 27,850 | 27,850 | 27,850 | 7,850 | 7,850 | 7,850 |
| 85419 Legal Notices | | 1,965 | 4,010 | 2,200 | 2,200 | 2,200 | 2,200 | 2,200 | 2,200 |
| 85422 Dues & Subscriptions | | 3,450 | 1,000 | 2,250 | 2,250 | 3,250 | 3,250 | 3,250 | 3,250 |
| 85428 Travel & Training | | 150 | 2,023 | 2,700 | 200 | 700 | 2,800 | 800 | 2,800 |
| 85490 Other Expenditures | | 1,107 | 695 | 52,007 | 52,007 | 95,300 | 10,000 | 30,000 | 10,000 |
| 85505 Office Supplies | | 161 | 533 | 300 | 200 | 300 | 300 | 300 | 300 |
| 85560 Trees & Shrubs | | 3,816 | 19,264 | 4,800 | 4,800 | 10,000 | 4,800 | 7,800 | 4,800 |
| 85561 Mowing, Fertilizing, Planters | | - | 13,342 | 8,500 | 8,500 | 8,500 | 8,500 | 8,500 | 8,500 |
| 85590 Other General Supplies | | 647 | 996 | 750 | 1,200 | 750 | 800 | 800 | 850 |
| 85608 Land Improvements | | 21,262 | - | 45,000 | | | 100,000 | | 35,000 |
| TOTAL OPERATING EXPENSE | | 140,793 | 110,680 | 209,632 | 162,299 | 213,960 | 205,670 | 127,385 | 143,300 |
| ANNUAL EXCESS/(LOSS) | | 14,800 | (14,364) | (42,082) | (40,473) | (12,210) | (35,139) | (3,990) | (6,954) |
| Beginning Cash Balance | | 99,509 | 114,309 | 99,945 | 99,945 | 59,472 | 47,262 | 12,123 | 12,123 |
| Revenues | | 155,592 | 96,316 | 167,550 | 121,826 | 201,750 | 170,531 | 123,395 | 136,346 |
| Expenditures | | 140,793 | 110,680 | 209,632 | 162,299 | 213,960 | 205,670 | 127,385 | 143,300 |
| Ending Cash Balance | | 114,309 | 99,945 | 57,863 | 59,472 | 47,262 | 12,123 | 8,133 | 5,169 |

RESOLUTION 2014-227

WHEREAS, the City Council has considered the proposed budget of the Downtown Business Improvement District 2013 for the fiscal year 2014-2015; and

WHEREAS, the City has received the assessed values of the individual properties within the Downtown Business Improvement District 2014 as shown in the office of the Hall County Assessor in effect on the first day of January, 2014; and

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

1. The budget for the Downtown Business Improvement District 2013 is hereby considered.
2. A proposed assessment schedule shall be prepared.
3. A hearing before the City Council sitting as a Board of Equalization on the proposed assessments shall be held on September 9, 2014 at 7:00 p.m. in the City Council chambers of City Hall 100 East First Street, Grand Island NE.
4. Notice of hearing shall be published once each week for three consecutive weeks in accordance with the Business Improvement District Act.
5. Notice of hearing shall be mailed to all property owners of the Downtown Business Improvement District 2013 by U.S. Mail, postage prepaid

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 12, 2014.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

| | |
|---------------------|-----------------|
| Approved as to Form | ☐ _____ |
| August 11, 2014 | ☐ City Attorney |



City of Grand Island

Tuesday, August 12, 2014

Council Session

Item I-8

#2014-228 - Consideration of Approving FY 2014-2015 Annual Budget for Fonner Park Business Improvement District from Stolley Park Road to Fonner Park Road and Setting Date for Board of Equalization

Staff Contact: Jaye Monter, Finance Director

Council Agenda Memo

From: Jaye Monter, Finance Director

Meeting: August 12, 2014

Subject: Approving FY 2014-2015 Annual Budget for Fonner Park Business Improvement District from Stolley Park Road to Fonner Park Road, and setting Date for Board of Equalization

Item #'s:

Presenter(s): Jaye Monter, Finance Director

Background

On August 13, 2013 the City Council adopted Ordinance #9437 creating Fonner Park Business Improvement District (BID) 2013 from Stolley Park Road to Fonner Park Road. The ordinance established the purpose of the District, described the boundaries, and established that real property in the area would be subject to a special assessment to support the purposes of the District. The creating Ordinance requires that a proposed budget for the District be approved by the BID Board and forwarded to the City Council for consideration. On July 9, 2014 the Fonner Park BID 2013 Board met and approved the 2014-2015 Budget which provides for special assessments in the amount of \$8.00 per front footage for a total of \$39,599 for the 4,950 front footage.

Discussion

The majority of the appropriations in the proposed budget of \$40,100 are for the upkeep of sprinkler systems, maintenance of green spaces, and snow removal along their portion of the South Locust corridor. The appropriations for 2014-2015 also include a City fee of \$1,200 for accounting services. A copy of the proposed 2014-2015 budget is attached for review.

Alternatives

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

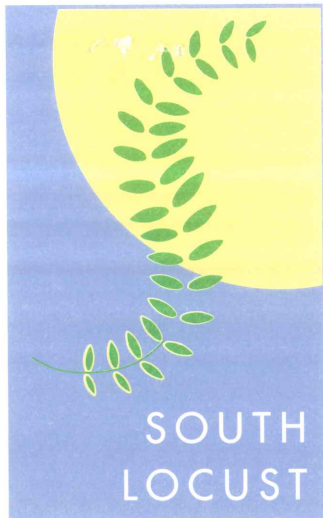
1. Move to approve the 2014-2015 Budget for Fonner Park BID 2013 and set the date for the Board of Equalization.
2. Modify the budget and/or reschedule the Board of Equalization.

Recommendation

City Administration recommends that the Council approve the 2014-2015 Budget for the Fonner Park BID 2013 and set the date of September 9, 2014 for the Board of Equalization. Notice of the Hearing and proposed assessments will be published according to State Statutes.

Sample Motion

Move to approve the 2014-2015 Budget for the Fonner Park BID 2013 and set the date of September 9, 2014 for the Board of Equalization.



July 25, 2014

Jaye Monter, Finance Director and
Mayor and City Council
City of Grand Island
PO Box 1968
Grand Island, NE 68802

Dear Jaye, Mayor and City Council:

The Fonner Park Business Improvement District adopted its proposed budget for 2014-2015 on July 9, 2014. This is the second year in the three-year life of this Business Improvement District.

The Fonner Park Business Improvement District Board is proposing a front footage assessment of \$8.00 for a total budget of \$39,592. The Board continues to focus its efforts on the maintenance of the lawn scape. The budget for FY 2014-2015 is attached.

It is my understanding the BID budgets will be presented on August 12. If you have any questions, please do not hesitate to contact me.

Thank you.

Sincerely,

Cindy K. Johnson for
Fonner Park Business Improvement District

Fonner Park BID
Original Resolution
Original Ordinance #8751
Budgeted Revenue through 09/30/2016

| | 2015
Budget |
|-------------------------------------|------------------------|
| ASSESSMENT PER FRONT FOOTAGE | \$8.00 |
| Front Footage | 4,949 |
| | \$39,592 |
| REVENUE 94011413 | |
| Account | |
| 74140 Special Asessments | 39,592 |
| 74787 Interest Revenue | |
| 74795 Other Revenue | 642 |
| TOTAL REVENUE | 40,234 |

APPROPRIATIONS

| | |
|--------------------------------------|---------------|
| Account | |
| 85213 Contract Services | 28,000 |
| 85245 Printing & Binding Services | 100 |
| 85249 Snow & Ice Removal | 1,500 |
| 85305 Utility Services | 5,000 |
| 85319 Repair & Maint - Land Improve. | 2,000 |
| 85413 Postage | 250 |
| 85416 Advertising | |
| 85419 Legal Notices | 500 |
| 85490 Other Expenditures | 1,750 |
| 85505 Office Supplies | 100 |
| 85560 Trees and Shrubs | 900 |
| 85590 Other General Supplies | |
| TOTAL OPERATING EXPENSE | 40,100 |

RESOLUTION 2014-228

WHEREAS, the City Council has considered the proposed budget of the Fonner Park Business Improvement District 2013 for the fiscal year 2014-2015; and

WHEREAS, the City has received the assessed values of the individual properties within Fonner Park Business Improvement District 2013 as shown in the office of the Hall County Assessor in effect on the first day of January, 2014.

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

1. The budget for Fonner Park Business Improvement District 2013 is hereby considered.
2. A proposed assessment schedule shall be prepared.
3. A hearing before the City Council sitting as a Board of Equalization on the proposed assessments shall be held on September 9, 2014 at 7:00 p.m. in the City Council chambers of City Hall 100 East First Street, Grand Island NE.
4. Notice of hearing shall be published once each week for three consecutive weeks in accordance with the Fonner Park Business Improvement District 2013.
5. Notice of hearing shall be mailed to all property owners of the Fonner Park Business Improvement District 2013 by U.S. Mail, postage prepaid

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 12, 2014.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

| | |
|---------------------|-----------------|
| Approved as to Form | ☐ _____ |
| August 11, 2014 | ☐ City Attorney |



City of Grand Island

Tuesday, August 12, 2014

Council Session

Item I-9

#2014-229 - Consideration of Approving FY 2014-2015 Annual Budget for the South Locust Business Improvement District 2013 from Stolley Park Road to Highway 34 and Setting Date for Board of Equalization

Staff Contact: Jaye Monter, Finance Director

Council Agenda Memo

From: Jaye Monter, Finance Director

Meeting: August 12, 2014

Subject: Approving FY 2014-2015 Annual Budget for the South Locust Business Improvement District 2013 from Stolley Park Road to Highway 34, and Setting Date for Board of Equalization

Item #'s: I-9

Presenter(s): Jaye Monter, Finance Director

Background

On August 13, 2013 the City Council adopted Ordinance #9438 creating the South Locust Business Improvement District (BID) 2013, South Locust Street from Stolley Park Road to Highway 34. The creating ordinance establishes the purpose of the District, describes the boundaries, and establishes that real property in the area would be subject to a special assessment to support the purposes of the District. The creating Ordinance requires that a proposed budget for the District be approved by the BID Board and forwarded to the City Council for consideration. On July 23, 2014 the South Locust BID 2013 Board met and approved the 2014-2015 Budget which provides for special assessments in the amount of \$7.15 per front footage for a total of \$70,170 for the 9,814 front footage.

Discussion

The majority of the proposed appropriations budget of \$70,680 is to be used for the maintenance of frontage areas along the South Locust Street portion of their district. The appropriations for 2014-2015 also include a City fee of \$1,800 for accounting services. A copy of the proposed 2014-2015 budget is attached for review.

Alternatives

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

1. Approve the 2014-2015 Budget for the South Locust BID 2013 and set the date for the Board of Equalization.

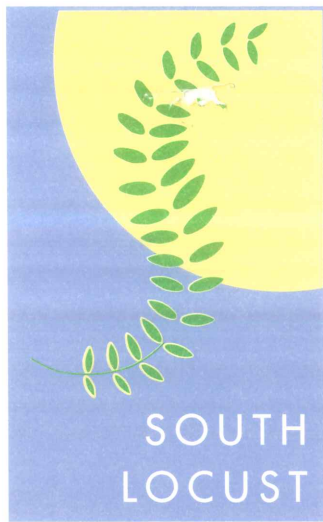
2. Modify the budget and/or reschedule the Board of Equalization.

Recommendation

City Administration recommends that the Council approve the 2014-2015 Budget for the South Locust BID 2013 and set the date of September 9, 2014 for the Board of Equalization. Notice of the Hearing and proposed assessments will be published according to State Statutes.

Sample Motion

Move to approve the 2014-2015 Budget for the South Locust BID 2013 and set the date of September 9, 2014 for the Board of Equalization.



July 25, 2014

Jaye Monter, Finance Director and
Mayor and City Council
City of Grand Island
PO Box 1968
Grand Island, NE 68802

Dear Jaye, Mayor and City Council:

The South Locust Street Business Improvement District adopted its proposed budget for 2014-2015 on July 23, 2014. This is the second year in the three-year life of this Business Improvement District.

The South Locust Business Improvement District Board is proposing a front footage assessment of \$7.15 for a total budget of \$70,170. The Board continues to focus its efforts on the maintenance of the lawn scape and the gazebo park area. The budget for FY 2014-2015 is attached.

It is my understanding the BID budgets will be presented on August 12. If you have any questions, please do not hesitate to contact me.

Thank you.

Sincerely,

Cindy K. Johnson for
South Locust Street Business Improvement District

South Locust BID

Created for 3 years through 09/30/2016

Budgeted Revenue Thru 09/30/2016

| | | 2012 | 2013 | 2014 | 2014 | 2015 | 2016 |
|---------------------------|-----------------|----------------|----------------|---------------|------------------|---------------|---------------|
| | | Actuals | Actuals | Budget | Projected | Budget | Budget |
| Front Footage | | 9,814 | 9,814 | 9,814 | 9,814 | 9,814 | 9,814 |
| | | \$6.00 | \$4.88 | \$7.00 | \$7.00 | \$7.15 | \$7.25 |
| Budgeted Revenue | | \$ 58,882 | \$ 47,861 | \$ 68,698 | \$ 68,698 | \$ 70,170 | \$ 71,152 |
| REVENUE | 94011412 | | | | | | |
| Account | | | | | | | |
| 74140 Special Aseessments | | 59,921 | 44,544 | 68,698 | 68,698 | 70,170 | 71,152 |
| 74787 Interest Revenue | | 13 | 10 | - | 10 | - | - |
| 74795 Other Revenue | | - | - | - | - | - | - |
| TOTAL REVENUE | | 59,934 | 44,554 | 68,698 | 68,708 | 70,170 | 71,152 |

APPROPRIATIONS

| | | | | | | | |
|------------------------------------|--|---------------|---------------|---------------|---------------|---------------|---------------|
| Account | | | | | | | |
| 85213 Contract Services | | 28,416 | 31,831 | 36,000 | 36,000 | 37,000 | 38,000 |
| 85245 Printing & Binding Services | | 37 | 552 | | | | |
| 85249 Snow & Ice Removal | | 950 | 1,800 | 2,000 | 2,150 | 2,000 | 2,000 |
| 85290 Other Professional & Tech. | | - | - | | | | |
| 85305 Utility Services | | 6,197 | 4,095 | 7,000 | 6,000 | 7,000 | 7,000 |
| 85319 Repair & Maint - Land Improv | | 22,521 | 9,908 | 18,500 | 18,500 | 18,680 | 18,865 |
| 85325 Repair & Maint - M & E | | - | - | | | | |
| 85390 Other Property Services | | - | - | | | | |
| 85413 Postage | | 127 | 194 | 250 | 250 | 250 | 250 |
| 85416 Advertising | | - | - | | | | |
| 85419 Legal Notices | | 400 | 887 | 750 | 600 | 750 | 750 |
| 85490 Other Expenditures | | - | - | | | 1,500 | 975 |
| 85505 Office Supplies | | - | 16 | | | | |
| 85560 Trees & Shrubs | | - | - | 2,000 | 2,000 | 2,000 | 2,000 |
| 85590 Other General Supplies | | - | - | | | | |
| 85608 Land Improvements | | - | - | 1,500 | 1,500 | 1,500 | 1,500 |
| TOTAL OPERATING EXPENSE | | 58,648 | 49,282 | 68,000 | 67,000 | 70,680 | 71,340 |

RESOLUTION 2014-229

WHEREAS, the City Council has considered the proposed budget of the South Locust Business Improvement District 2013 for the fiscal year 2014-2015; and

WHEREAS, the City has received the assessed values of the individual properties within the South Locust Business Improvement District 2013 as shown in the office of the Hall County Assessor in effect on the first day of January, 2014.

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

1. The budget for South Locust Business Improvement District 2013 is hereby considered.
2. A proposed assessment schedule shall be prepared.
3. A hearing before the City Council sitting as a Board of Equalization on the proposed assessments shall be held on September 9, 2014 at 7:00 p.m. in the City Council chambers of City Hall 100 East First Street, Grand Island NE.
4. Notice of hearing shall be published once each week for three consecutive weeks in accordance with the Business Improvement District Act.
5. Notice of hearing shall be mailed to all property owners of South Locust Business Improvement District 2013 by U.S. Mail, postage prepaid

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 12, 2014.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

| | |
|---------------------|-----------------|
| Approved as to Form | ☐ _____ |
| August 11, 2014 | ☐ City Attorney |



City of Grand Island

Tuesday, August 12, 2014

Council Session

Item J-1

Approving Payment of Claims for the Period of July 23, 2014 through August 12, 2014

The Claims for the period of July 23, 2014 through August 12, 2014 for a total amount of \$11,303,242.08. A MOTION is in order.

Staff Contact: Jaye Monter, Finance Director



City of Grand Island

Tuesday, August 12, 2014

Council Session

Item S-1

Discussion Concerning the Proposed Fiscal Year 2014-2015 City of Grand Island and Community Redevelopment Authority (CRA) Budgets

This item relates to the aforementioned Public Hearing item E-10.

Staff Contact: Jaye Monter, Finance Director



City of Grand Island

Tuesday, August 12, 2014

Council Session

Item X-1

Strategy Session with Respect to Labor Negotiations with IBEW

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

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

Staff Contact: Robert J. Sivick, City Attorney