
City of Grand Island



Tuesday, November 25, 2014
Council Session Packet

City Council:

Linna Dee Donaldson
John Gericke
Peg Gilbert
Chuck Haase
Julie Hehnke
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 Steve Warriner, Abundant Life Christian Center, 3411 West Faidley 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, November 25, 2014

Council Session

Item C-1

Recognition of Stuhr Museum

The Mayor and City Council will recognize the Stuhr Museum for the following 2014 Christmas Events:

North Pole Express – November 22 & 29 - This special event takes children on a trip to the North Pole through song and storytelling and much more, all on a real train car. Pre-registration is required. Call (308) 385-5316 for more information.

Fantasy of Trees Exhibit – Dec. 1 – 23 - Nearly 75 lavishly decorated Christmas Trees will be on display at College Park (across the street from Stuhr Museum) as part of the annual Fantasy of Trees exhibit. The exhibit will be open 9 a.m. – 4 p.m. every day except Thursdays when it will be open from 9 a.m. – 8 p.m. For more information, call (308) 385-5316.

Christmas Past & Present Members Night – 6-9 p.m. December 5 - In addition to all the beauty and fun of Christmas Past & Present, this year Stuhr is offering a special benefit for members. On Dec. 5, Stuhr Museum members can enjoy Christmas Past & Present, plus a special presentation on historic Christmas dinners in the Reynolds Center. Visitors will see a full Christmas dinner circa 1890, and sample some of the unique items including plum pudding, cheese sticks and more. Admission is limited to Stuhr Museum members and those who become members at the door. For more information, call (308) 385-5316.

Christmas Past & Present – 6-9 p.m. December 6, 12 & 13, 2-5 p.m. December 14 - Stuhr's signature event features a beautiful lamp-lit tour of Railroad Town, cooking, crafts and gorgeous decorations, live music and the sights, sounds and smells and the spirit of Christmas. Admission is \$8 for adults and \$6 for children and FREE for Stuhr Museum members. Call (308) 385-5316 for more information.

Staff Contact: Mayor Jay Vavricek

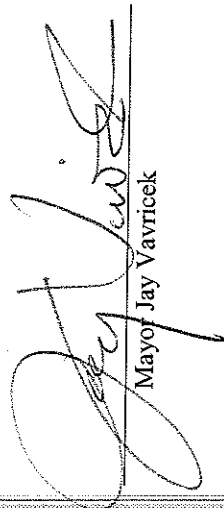


Certificate of Recognition

Awarded to

“Stuhr Museum”

for the 2014 Christmas Events – North Pole Express, Fantasy of Trees Exhibit, and Christmas Past & Present.


Mayor Jay Vavricek


City Administrator Mary Lou Brown


City Clerk RaNae Edwards



City of Grand Island

Tuesday, November 25, 2014

Council Session

Item C-2

Recognition of Salvation Army

The Salvation Army provides food for the hungry, relief for disaster victims, assistance for the disabled, outreach to the elderly and ill, clothing and shelter to the homeless and opportunities for underprivileged children. The Mayor will recognize the Salvation Army for the outstanding and dedicated work provided to the citizen's of Grand Island.

Staff Contact: Mayor Jay Vavricek



Certificate of Recognition

Awarded to

“Salvation Army”

for the outstanding and dedicated work to the citizen's of Grand Island.

Mayor Jay Vavricek

City Administrator Mary Lou Brown

City Clerk RaNae Edwards



City of Grand Island

Tuesday, November 25, 2014

Council Session

Item C-3

Recognition of Grand Island Wastewater Department Awards at Fall Conference

The Mayor and City Council will recognize the Grand Island Wastewater Department for receiving the NWEA Safety Award and the Scott Wilbur Award during the 2014 APWA (American Public Works Association), NWEA (Nebraska Water Environment Association) and AWWA (American Water Works Association) Fall Conference.

The NWEA Safety Award recognizes organizations for their excellence in accident prevention and the way they promote safety in their facilities (meetings, materials, program, safety updates, etc.).

The Scott Wilbur Award recognizes well-operated facilities within the State of Nebraska.

Congratulations on a job well done.

Staff Contact: Mayor Jay Vavricek

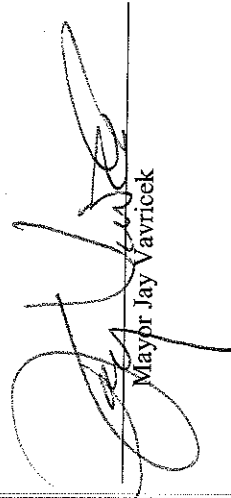


Certificate of Recognition

Awarded to

“Grand Island Wastewater Department”

for receiving the Nebraska Water Environment Association (NWEA) Safety Award
and the Scott Wilbur Award during the 2014 Fall Conference.


Mayor Jay Vavricek


City Administrator Mary Lou Brown


City Clerk RaNae Edwards



City of Grand Island

Tuesday, November 25, 2014

Council Session

Item E-1

**Public Hearing on Request from El Castillo LLC dba El Castillo,
123 East South Front Street for a Class “I” Liquor License**

Staff Contact: RaNae Edwards

Council Agenda Memo

From: RaNae Edwards, City Clerk

Meeting: November 25, 2014

Subject: Public Hearing on Request from El Castillo LLC dba El Castillo, 123 East South Front Street for a Class “I” Liquor License

Item #'s: E-1 & I-1

Presenter(s): RaNae Edwards, City Clerk

Background

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

Declared Legislative Intent

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

Discussion

El Castillo LLC dba El Castillo, 123 East South Front Street has submitted an application for a Class “I” Liquor License. A Class “I” Liquor License allows for the sale of alcohol on sale inside the corporate limits of the city.

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

Also submitted with the application was a request from Horacio Rodriguez, 551 East 18th Street for a Liquor Manager Designation.

After reviewing the Police Department investigation report (see attached) and the Fire and Building Departments reports, it is recommended that the Council deny this application and Liquor Manager request due to a false application and Building and Life Safety issues.

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** this application.

Sample Motion

Move to **deny** the application for El Castillo LLC dba El Castillo, 123 East South Front Street for a Class "I" Liquor License and Manager Designation for Horacio Rodriguez, 551 East 18th Street due to a false application and Building and Life Safety issues.

11/17/14
14:17

Grand Island Police Department
LAW INCIDENT TABLE

450
Page: 1

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City : Grand Island
Occurred after : 08:00:00 10/21/2014
Occurred before : 08:00:00 10/21/2014
When reported : 08:00:00 10/21/2014
Date disposition declared : 10/22/2014
Incident number : L14102046
Primary incident number :
Incident nature : Liquor Lic Inv Liquor Lic Inv
Incident address : 123 South Front 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 : RaNae
Geobase address ID : 11235
Long-term call ID :
Clearance Code : CL CL Case Closed
Judicial Status : NCI Non-criminal Incident

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INVOLVEMENTS:

Px	Record #	Date	Description	Relationship
LW	L11101464	11/03/14	Liquor Lic Inv	Related
NM	62011	11/06/14	Bandasack, Chanh C	Mentioned
NM	196251	10/30/14	Sanchez, Rubi	Pedro's spouse
NM	67168	10/21/14	Rodriguez, Horacio	Manager
NM	79558	10/21/14	Rodriguez, Simara Y	Manager's
Spouse				
NM	195877	10/21/14	Serrano Castillo, Pedro	Owner

LAW INCIDENT CIRCUMSTANCES:

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

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IMAGE CODES FOR INCIDENT:

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

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LAW INCIDENT NARRATIVE:

I Received a Copy of a Liquor License Application from Pedro Serrano for a Bar called El Castillo. I Also Received a Liquor Manager Application from Horacio Rodriguez.

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	14:32:45 10/30/2014

Grand Island Police Department
Supplemental Report

Date, Time: Thu Oct 30 14:32:55 CDT 2014
Reporting Officer: Vitera
Unit- CID

I received a copy of a Class I (beer, wine, distilled spirits, on sale only) LLC liquor license from Pedro Serrano for a bar called "El Castillo" which will be located at 123 E. South Front Street. Within that application, I received a copy of a liquor manager application from Horacio Rodriguez for El Castillo. The only other people listed on the applications are Rubi Sanchez and Simara Rodriguez. Rubi is Pedro's wife, and Simara is Horacio's wife. They each signed a Spousal Affidavit of Non Participation.

While perusing the applications, I noticed that Pedro has never had a liquor license before, but he was a bartender in Dodge City, Kansas in 2007. Pedro and Rubi lived in Dodge City from 2001 until 2011. They moved to Grand Island in 2011. I contacted the Dodge City Police Department and requested a records check on Pedro and Rubi. Horacio and Simara have lived in Grand Island since at least 1997. None of the applicants disclosed any criminal convictions with the exception of Pedro who disclosed a DUI in Dodge City in 2000.

I checked all of the applicants through Spillman and NCJIS. Rubi isn't listed in Spillman or NCJIS. Pedro has a recent entry in Spillman for "lost property" and an entry in NCJIS from the Department of Labor. Since Pedro and Ruby just moved to Nebraska in 2011, it should be expected that

they don't have much history here. Simara doesn't have any potential criminal acts listed in Spillman or any convictions listed in NCJIS. Horacio, however, is a slightly different story. Horacio has a couple of entries in Spillman which show he was cited for DDS on one occasion and arrested for DDS on a separate occasion. I was able to confirm through NCJIS that he was convicted of DDS once in Hall County. He also has a speeding conviction in Garfield County. None of the applicants have any outstanding arrests warrants, and they all have a valid Nebraska driver's license with the exception of Rubi (couldn't find a license for her).

Horacio not only didn't disclose any criminal convictions on this application, he didn't disclose any criminal convictions on a prior application when his wife applied for a liquor license for "El Trancaso" in October of 2011. According to my investigation in 2011, Horacio had some convictions and was listed in NCJIS as a "Multi-State Offender." To take it a step further, there is a question on Horacio's manager application (this one) which asks if he or his spouse have ever applied for a liquor license before. He checked the "No" box. In addition, there were several problems with Simara's 2011 application which included Horacio's background and the way he answered questions. The following is an excerpt from my investigation into Simara's 2011 application:

According to Spillman, Horacio has a speeding conviction and possibly a DDS conviction. He has a jail photo in Spillman for being arrested on a warrant for failing to pay on a DDS conviction. I confirmed through NCJIS that Horacio has a speeding conviction in Garfield County in 2007 and a DDS Conviction in Hall County in 2003.

I didn't find any new convictions for Horacio since I researched him for Simara's application in 2011. Also, he is no longer listed as a "Multi-State Offender" in NCJIS. I don't know the reason for that. I used a paid law enforcement-only database to check on the applicants as well. Pedro had nothing that would be detrimental to his application. I could find absolutely nothing on Rubi which is extremely unusual. It appears that Horacio has seven civil judgments against him, and he's been released from liability on two of the seven. Simara has eight judgments listed against her. Five of those are the same as Horacio's. Of the three additional judgments she had, she has been released on two out of the three.

All of the Rodriguez's judgments are out of Hall County except one which is out of Adams County. I did not verify any of the judgments through the courts. However, during my previous investigation with Simara, NSP Investigator Lorri Rogers (now retired) spoke to Simara about the judgments against her. Simara confirmed the fact that she had judgments against her but told Investigator Rogers they were for medical bills. Without calling the collections agencies involved and requesting a file, it's difficult to tell what the original bills were for with the exception of Ford Motor Credit.

On 11/3/14, NSP Investigator Dan Fiala and I met with Pedro Serrano at 123 E. South Front Street. Investigator Fiala went over his checklist of questions with Pedro, and then I asked him some questions as well. I asked Pedro how he became acquainted with Chanh Bandasack, the owner of the

building located at 123 E. South Front. Pedro said he was just driving by the building and saw Chanh working on it. Pedro stopped and introduced himself, and a business agreement was later reached. I also asked Pedro how he knows Horacio and Simara Rodriguez. He said that their sons are friends, and the parents have become friends.

I asked Pedro about Rubi and told him that I can't find any record of Rubi's existence. He said that Rubi is the mother of his three children, yet they just recently got married; and she hasn't taken his name yet. Pedro advised that since he came to the U.S., he has only lived in Kansas and Nebraska. He said that Rubi came from Mexico, and they met in Kansas. He said that she is in the country illegally. Pedro disclosed a DUI conviction from Dodge City on his application. I asked him if he had any other contacts with law enforcement. He advised that he was also jailed in Dodge City for not having an operator's license sometime after 1994.

Pedro's application states that El Castillo will be a "bar & reception hall." Pedro advised that if he isn't holding special events, the bar will be open on Friday nights and the weekend. It doesn't sound like he has much of a plan for security. He said that he would hire someone to check ID's and hire someone to roam the bar area. Other than that, he plans on he and Horacio handling the rest of the bar duties.

I told Pedro that I had some issues with his application, most of which came from the liquor manager application. Simara Rodriguez applied for a liquor license in 2011. There were problems with her application which included Horacio not disclosing any of his convictions and not being a United States Citizen at the time, numerous financial judgments against them, and Simara technically owning the bar and being responsible (through ownership of the bar) for selling alcohol without a license and serving an intoxicated man.

Horacio is now a United States Citizen, but he still didn't disclose his convictions on this application, nor did he acknowledge that Simara had applied for a liquor license before. The Manager's Application (Form 103, question 2) clearly asks, "Have you or your spouse ever been approved or made application for a liquor license in Nebraska or any other state?" Horacio checked the "No" box. At this time, I told Pedro that is likely that the police department will make a request to the council to not approve his application.

On 11/5/14, I received a phone call from the police department in Dodge City regarding the request I made with them to check their records for Pedro Serrano and Rubi Sanchez. I was advised that they had a DUI arrest during the timeframe that Pedro provided on the application. Pedro Serrano was listed as an alias, but the booking name was different. The DUI was listed under the name "Tereso Tovar." Dodge City is supposed to be mailing me some information. When we interviewed Pedro, he said that he didn't disclose being jailed on a no operator's license charge. It sounds like he was illegal at the time and didn't have any form of I.D. I am waiting on the information from Dodge City.

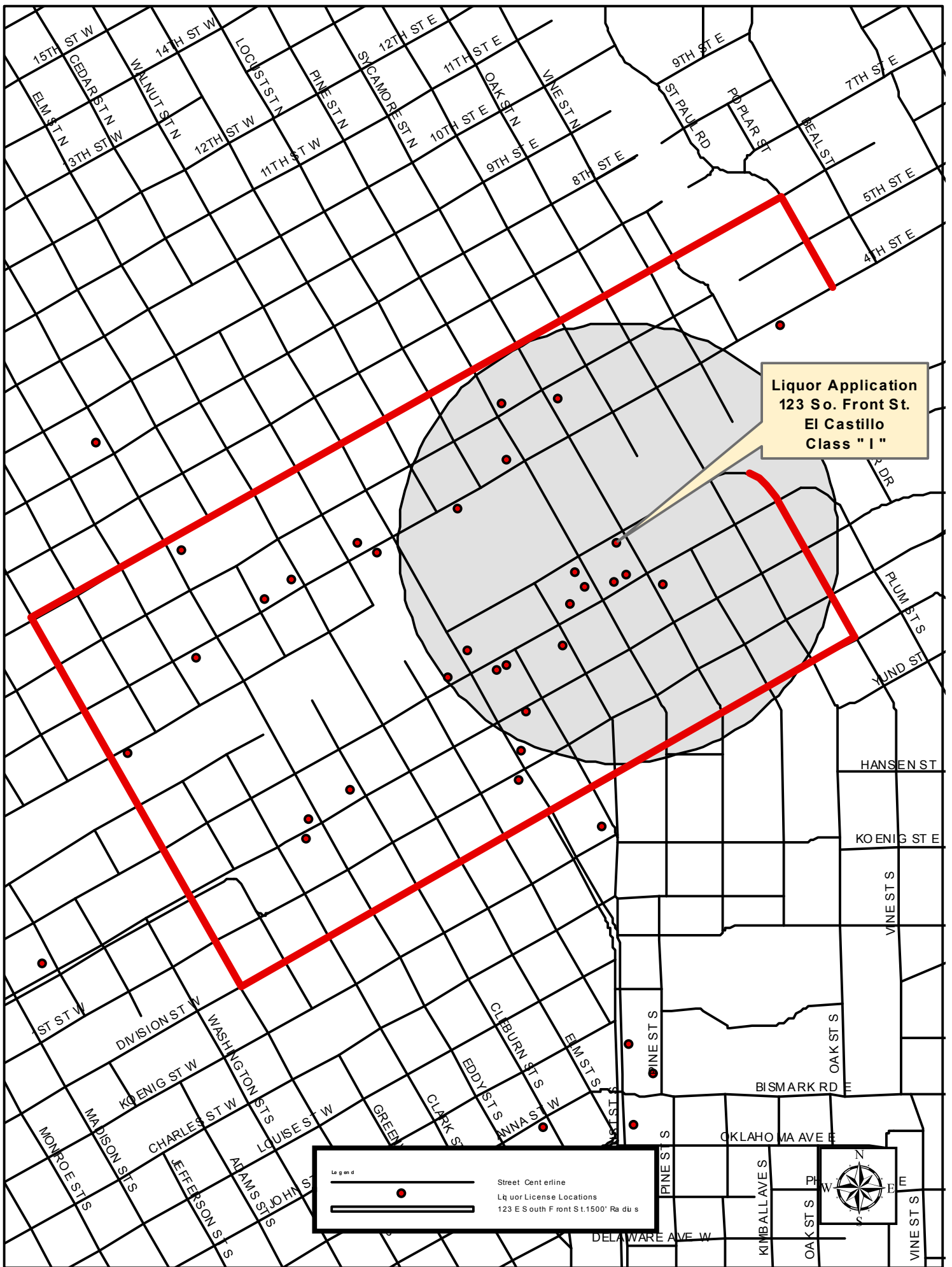
On 11/10/14, I received a packet in the mail from Dodge City PD. First of all, they had a record of "RUBY Sanchez-Pidraza" with a DOB of 10-8-72.

She has a conviction for no operator's license in September of 2010. Like I was told over the phone by Dodge City authorities, they also found a DUI arrest in 2000, where the arrested person had an alias of Pedro Serrano. The name given at the time of the arrest was Tereso Tovar (9/17/72). Tovar also had a no operator's conviction in '97 along with separate convictions in '97 for no insurance, expired driver's license, and obstruction of legal process. The last record for Tovar was a no operator's license warrant under the name of Pedro Serrano which was served on Tovar. A couple of arrest photographs were included in the packet along with the detailed DUI arrest report. I will attempt to meet with Pedro Serrano again and confront him with this new information.

On 11/14/14, NSP Investigator Fiala and I met with Pedro Serrano at his place of employment in Aurora. I told Pedro there were a couple of things I needed to clarify on his application. I asked him when he was arrested for no operator's license in Dodge City (he previously said sometime after '94), what name did he provide to law enforcement? Pedro stopped and thought for a while and said he told them he was Tereso Tovar. I had a copy of Pedro's booking photograph for his DUI arrest and his arrest for not having an operator's license. He confirmed that he was the person in each photograph that was known as Tereso Tovar. I then asked him if he had identification with that name, or did he just verbally identify himself as Tereso Tovar. He advised that he just told them that name. I confronted him a couple of times about having identification with that name, and he said that he did not. However, Dodge City PD provided me with a copy of the DUI arrest report involving "Tereso Tovar." There was a Kansas driver's license number included in the report and the arresting officer said that Tovar identified himself with a Kansas driver's license.

In summary, the Grand Island Police Department recommends that the council not give local approval to this application because it's a false application according to the Nebraska Liquor Control Act (Part II Chapter 2 Section 010.01) which reads, "No applicant for a liquor license, or partner, principal, agent or employee of any applicant for a liquor license shall provide false or misleading information to the Nebraska Liquor Control Commission, its executive director, or employees. Any violation of this provision may result in denial of application for a liquor license or, in the event that a license has already been issued, suspension, cancellation or revocation of such license."

Rubi Sanchez is in the country illegally and appears to have a no operator's license conviction that she didn't disclose. Simara Rodriguez attempted to get a liquor license three years ago and was denied by the council and the NLCC. At that time, Horacio Rodriguez didn't disclose any of his convictions, Simara bought El Trancaso and served alcohol without a license and was ultimately responsible for serving an intoxicated customer, and the Rodriguez's had financial problems. On this current application, Horacio still didn't disclose any of his convictions, he didn't acknowledge that Simara had applied for a liquor license in the past, and they still have financial problems. Pedro Serrano disclosed a DUI conviction but didn't advise that the conviction was listed under a false name which included other convictions that he didn't disclose.





City of Grand Island

Tuesday, November 25, 2014

Council Session

Item E-2

**Public Hearing on Request from Joel Poppe dba Lucky 7 Saloon,
418 West 4th Street for a Class “C” Liquor License**

Staff Contact: RaNae Edwards

Council Agenda Memo

From: RaNae Edwards, City Clerk

Meeting: November 25, 2014

Subject: Public Hearing on Request from Joel Poppe dba Lucky 7 Saloon, 418 West 4th Street for a Class “C” Liquor License

Item #'s: E-2 & I-2

Presenter(s): RaNae Edwards, City Clerk

Background

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

Declared Legislative Intent

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

Discussion

Joel Poppe dba Lucky 7 Saloon, 418 West 4th Street has submitted an application for a Class “C” Liquor License. A Class “C” Liquor License allows for the sale of alcohol on and off sale inside the corporate limits of the city.

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

After reviewing the Police Department report (see attached) it is recommended that the Council deny this application due to a false application and issues with liquor being in the business in violation of the Temporary Operating Permit (TOP).

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** this application.

Sample Motion

Move to **deny** the application for Joel Poppe dba Lucky 7 Saloon, 418 West 4th Street for a Class "C" Liquor License based on a false application and issues with liquor being in the business in violation of the Temporary Operating Permit (TOP).

11/20/14
16:05

Grand Island Police Department
LAW INCIDENT TABLE

450
Page: 1

City : Grand Island
 Occurred after : 08:10:00 11/04/2014
 Occurred before : 08:10:00 11/04/2014
 When reported : 08:10:00 11/04/2014
 Date disposition declared : 11/18/2014
 Incident number : L14111594
 Primary incident number :
 Incident nature : Liquor Lic Inv Liquor Lic Inv
 Incident address : 418 4th St W
 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 : RaNae
 Geobase address ID : 12876
 Long-term call ID :
 Clearance Code : CL CL Case Closed
 Judicial Status : NCI Non-criminal Incident

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INVOLVEMENTS:

Px	Record #	Date	Description	Relationship
NM	40763	11/20/14	Cargill, Ruby Mae	Contacted
NM	101470	11/18/14	Arriaza-Garrido, Hilda Veronic	Joel's Wife
NM	109899	11/18/14	Poppe, Joel Edward	Owner/Manager
NM	192974	11/18/14	Lucky 7 Bar,	Business

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 report

LAW INCIDENT NARRATIVE:

Liquor License Investigation

I Received a Copy of a Class C (beer, wine, distilled spirits on and off sale) Individual Liquor License Application from Joel Poppe for the Lucky 7 Saloon.

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	12:59:30 11/18/2014

Grand Island Police Department
Supplemental Report

Date, Time: Tue Nov 18 12:59:41 CST 2014
Reporting Officer: Vitera
Unit- CID

I received a copy of a Class C (beer, wine, distilled spirits, on and off sale) Individual Retail Liquor License application from Joel Poppe for Lucky 7 Saloon. Joel is married to Hilda Arriaza-Garrido. Hilda signed a Spousal Affidavit of Non-Participation form. According to ICE, Hilda is a Permanent Resident of the United States.

While reading the application, I noted that Joel disclosed a disturbing the peace conviction in Grand Island in January of 2013 along with a speeding conviction in Grant, NE in 2001, and a DUI conviction in Alliance, NE in 1993. Hilda did not disclose any convictions. Other points of interest in the application are that Joel is filing for a Temporary Operating Permit (TOP), he is not borrowing any money to establish and/or operate the business, he's never had a liquor license before, and he has lived in Grand Island since at least 2003. The application also asks where the applicant's spouse has lived for the last ten years, but Joel didn't fill that out.

I checked Joel and Hilda through Spillman (GIPD database) and the Nebraska Criminal Justice Information System (NCJIS). Spillman shows that Hilda was cited for driving left of center on 6/23/12. She was referred

for 3rd degree domestic assault on 7/21/12, cited for shoplifting on 9/14/13, and cited for speeding on 4/7/14. Spillman also shows that Hilda had a protection order against Joel between August of 2012 and November of 2012. Joel was served with the order at an address in Henderson, NE.

NCJIS shows that Hilda was convicted of the "left of center" ticket and the speeding charge listed in Spillman. NCJIS also shows that she was convicted of the shoplifting charge but not the domestic assault. Additional convictions listed in NCJIS are: driving without lights and a child restraint charge on 4/5/12, speeding on 4/20/07, speeding on 6/1/09, and speeding on 8/24/09.

Spillman shows that Joel was arrested for 3rd degree domestic assault on 7/21/12. It also shows that he had a warrant issued for his arrest on 1/2/13 for disturbing the peace, but it was recalled on 1/9/13. NCJIS doesn't show any undisclosed convictions for Joel. It appears that the domestic assault arrest was plead down to the disturbing the peace conviction.

In addition to checking Joel and Hilda through Spillman and NCJIS, I checked to see if either of them had any outstanding arrest warrants and to see if their driver's license is valid. Neither have any arrest warrants, and they each have a valid Nebraska driver's license.

I did a general Internet search for Joel and Hilda but couldn't pinpoint anything to either one of them other than a MyLife.com post for Joel which indicates he lived in Grand Island in 2001 and then again from 2007 until 2013. Since Joel was served with a protection order in Henderson, I'm wondering if he has lived elsewhere other than what he listed on his application. I also checked a paid law enforcement-only database for Joel and Hilda. Hilda didn't have anything listed that would be considered detrimental to the application. Joel showed a bankruptcy in 2003 and a civil judgment against him on 12/27 2002 for \$67.

I called General Collection Agency in Grand Island which was responsible for the civil judgment against Joel. I was told that all the money was paid, and Joel was released from liability on 8/21/06. I will ask him why it took him almost four years to satisfy a \$67 judgment.

On 11/19/14, NSP Investigator Fiala and I met with Joel at the Lucky 7 Saloon. Joel said that Hilda was originally going to help with the bar, but since there was an issue with her being a resident and not a citizen of the U.S., she signed a Spousal Affidavit of Non Participation agreement. Since she isn't going to be participating in the bar business, Joel didn't think he needed to include her convictions or where she's lived for the past ten years on the application. I went over some of Hilda's convictions, and Joel said he didn't realize she was convicted of shoplifting last year. About ten minutes later, he said he did remember Hilda talking about the shoplifting. She told him that someone framed her and put the items in her purse.

Joel said he is going to keep his full time job at Chief and plans on opening the bar Thursday through Sunday. He also said the he is considering having a DJ and at times bringing in live entertainment. He

didn't have any plans for security at this time. I made some suggestions to him. I asked Joel about the \$67 civil judgment against him and why it took him almost four years to pay it off. He said that he didn't remember having that judgment against him. I asked him why the protection order served on him was served in Henderson. He said he stayed there with his mother for a few months.

When Investigator Fiala and I first entered the bar to speak with Joel, Investigator Fiala immediately noticed liquor behind the bar. Joel had sent a letter to the Nebraska Liquor Control Commission (NLCC) saying that Ruby (owner of the building and prior liquor license for Lucky 7) took all of the alcohol out of the building. Joel does have a TOP which would allow him to sell the liquor. However, during our interview, Joel said that since he's been open for business, he has only been selling beer that he bought from H & H Distributing. He said that he has not purchased any liquor from a wholesaler. Joel said that Ruby must have brought the alcohol back into building. Ruby told Joel she had an inventory of about \$5,000 worth of alcohol that she wanted to sell to him. Joel advised that the rest of the alcohol was stored in a locked room in the basement (contrary to what he said in his letter to the NLCC), and he didn't have a key for it. Since Ruby's inventory of alcohol wasn't included in the purchase agreement, Joel can't buy Ruby's leftover inventory because she is not a wholesaler.

Investigator Fiala told Joel that it had to be removed. I called Ruby Cargill on 11/20/14. Ruby said that she never removed her alcohol from the building. She said that it is stored in a locked room in the basement. She also said that she didn't leave any alcohol behind the bar or ever put any alcohol back behind the bar once she originally stored her inventory in the basement.

After speaking with Ruby, Investigator Fiala and I contacted Joel again while he was working at Chief Industries and confronted him about the alcohol behind the bar that he previously claimed he didn't know where it had come from and guessed that Ruby put it back there. During this interview, Joel said that he personally observed Ruby and another male and female bring the alcohol back into the bar last week possibly on Veterans' Day. I asked Joel why he wasn't buying hard liquor from a wholesaler and selling it? He said that he doesn't know anything about mixing drinks and just wanted to get the doors open, so he only bought beer to sale.

Since Joel's statement about seeing Ruby drop off the alcohol directly conflicted with what Ruby had told me a couple of hours ago over the phone, I called Ruby back. This time, Ruby told me that she and her son did take about 20-25 bottles of alcohol from her house and take them back to the bar. She said they were put in the basement in the locked room. Ruby said that Joel wanted to buy the rest of her inventory. I told Ruby that Joel can't purchase her leftover alcohol at this time since it wasn't part of the original purchase agreement, and he has to buy his alcohol from a wholesaler. I then told Investigator Fiala and Joel that his version of why the liquor was in the bar mostly checked out. I say "mostly" because we still don't know how it got behind the bar and on the shelf. Also, after speaking with Joel, Investigator Fiala and I went back

to Lucky 7. Investigator Fiala looked in their trash in the alley behind the bar and located some empty grapefruit juice bottles. It's hard to believe that Joel is selling straight juice with no alcohol mixed in it.

Prior to interviewing Joel the second time, Investigator Fiala told me that Joel had sent in two previous applications that were sent back by the NLCC. Investigator Fiala spoke to someone at the NLCC about the other two applications and was told that Joel didn't include Hilda's convictions on either one of them. I told Joel that his prior explanation of not including Hilda's convictions on his application because she filled out a non-participation form didn't make sense because he filled out two previous applications that were rejected by the NLCC, and he didn't disclose her convictions on either one of them, and she hadn't filled out the non-participation agreement at that time.

All in all, the Grand Island Police Department feels the council should not give local approval to this application because it's technically false due to Joel not disclosing Hilda's convictions three different times and coming up with a reason why he didn't that was refuted by Hilda not having a non-participation agreement when the first two applications were filled out. Also, the issue of the liquor being in the business, how it got behind the bar, whether he bought it from Ruby or used it and sold it, is a violation of his TOP since it wasn't part of the original purchase agreement and not purchased from a wholesaler.

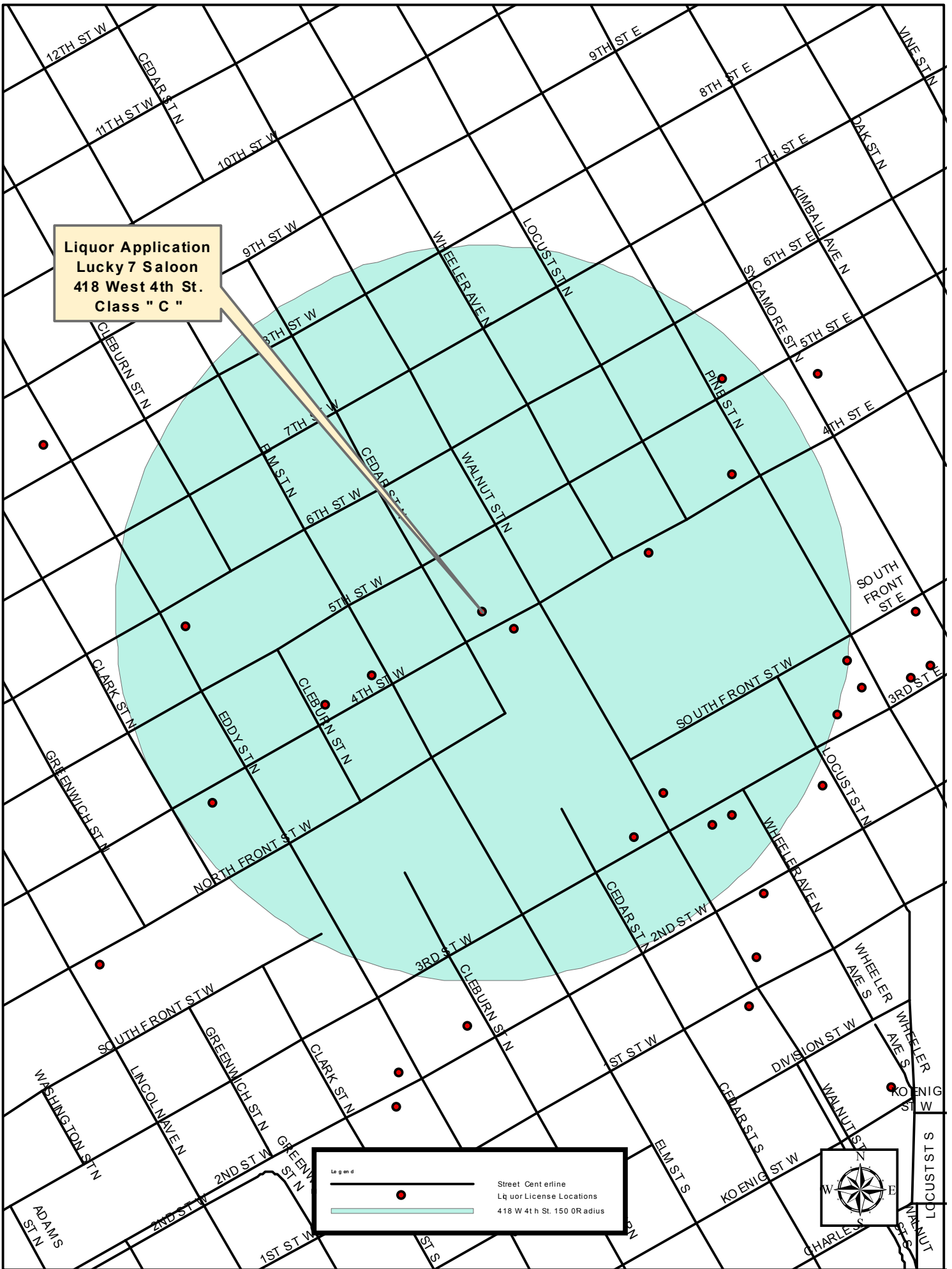
53-175. Liquor; acquisition from other than licensed dealer; when unlawful; limitation; records.

It shall be unlawful for any person to purchase, receive, acquire, accept, or possess any alcoholic liquor acquired from any person other than one duly licensed to handle alcoholic liquor under the Nebraska Liquor Control Act unless within the specific exemptions or exceptions provided in the act. No licensed retailer of alcoholic liquor shall purchase such liquor other than from a licensed wholesaler who has his or her place of business within this state, except that a licensed retailer may purchase alcoholic liquor other than beer or wine from one or more retailers licensed to sell alcoholic liquor for consumption off the premises if the seller has the required federal wholesaler's basic permit and federal wholesale liquor dealer's special tax stamp and has filed proof of possession of the permit and tax stamp with the commission prior to engaging in any such sales for resale. Retailers making such sales and retailers making such purchases from retailers shall keep accurate records of such sales and purchases and shall report all such sales and purchases on a quarterly basis on forms and in such manner as prescribed by the commission. No licensed retailer shall purchase in the aggregate more than three hundred dollars of alcoholic liquor as allowed under this section in any calendar year. Nothing in this section shall prohibit the sale or exchange among collectors of commemorative bottles or uniquely designed decanters which contain alcoholic liquor.

TRANSFER OF STOCK OF TERMINATED LICENSE

003.01 When a licensee has discontinued business under his license and his license has been terminated, he may apply in writing to the Commission for permission to transfer his stock of alcoholic liquors to another qualified licensee. He shall furnish the Commission with an inventory of the liquors contemplated in such transfer.

003.02 The licensee who desires to purchase such stock of liquor shall also apply in writing to the Commission for permission to make such purchase and he shall report to the Commission in writing the quantity, brands, and types of such liquor purchased and the address to which it was actually delivered after the purchase.





City of Grand Island

Tuesday, November 25, 2014

Council Session

Item E-3

**Public Hearing on Request from Casey's Retail Company dba
Casey's General Store #2732, 4150 West Highway 30 for an
Addition to Class "B-71404" Liquor License**

Staff Contact: RaNae Edwards

Council Agenda Memo

From: RaNae Edwards, City Clerk

Meeting: November 25, 2014

Subject: Public Hearing on Request from Casey's Retail Company dba Casey's General Store #2732, 4150 West US Hwy 30 for an Addition to Class "B-71404" Liquor License

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

Presenter(s): RaNae Edwards, City Clerk

Background

Casey's Retail Company dba Casey's General Store #2732, 4150 West US Hwy 30 has submitted an application for an addition to their Class "B-71404" Liquor License. The request includes the addition on the liquor license to increase the licensed area from 40' x 70' to 40' x 86'.

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.

Currently their license covers an area of 40' x 70'. They are requesting to extend their license to cover an area of 40' x 86'. Staff is recommending approval contingent upon final inspections.

Alternatives

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

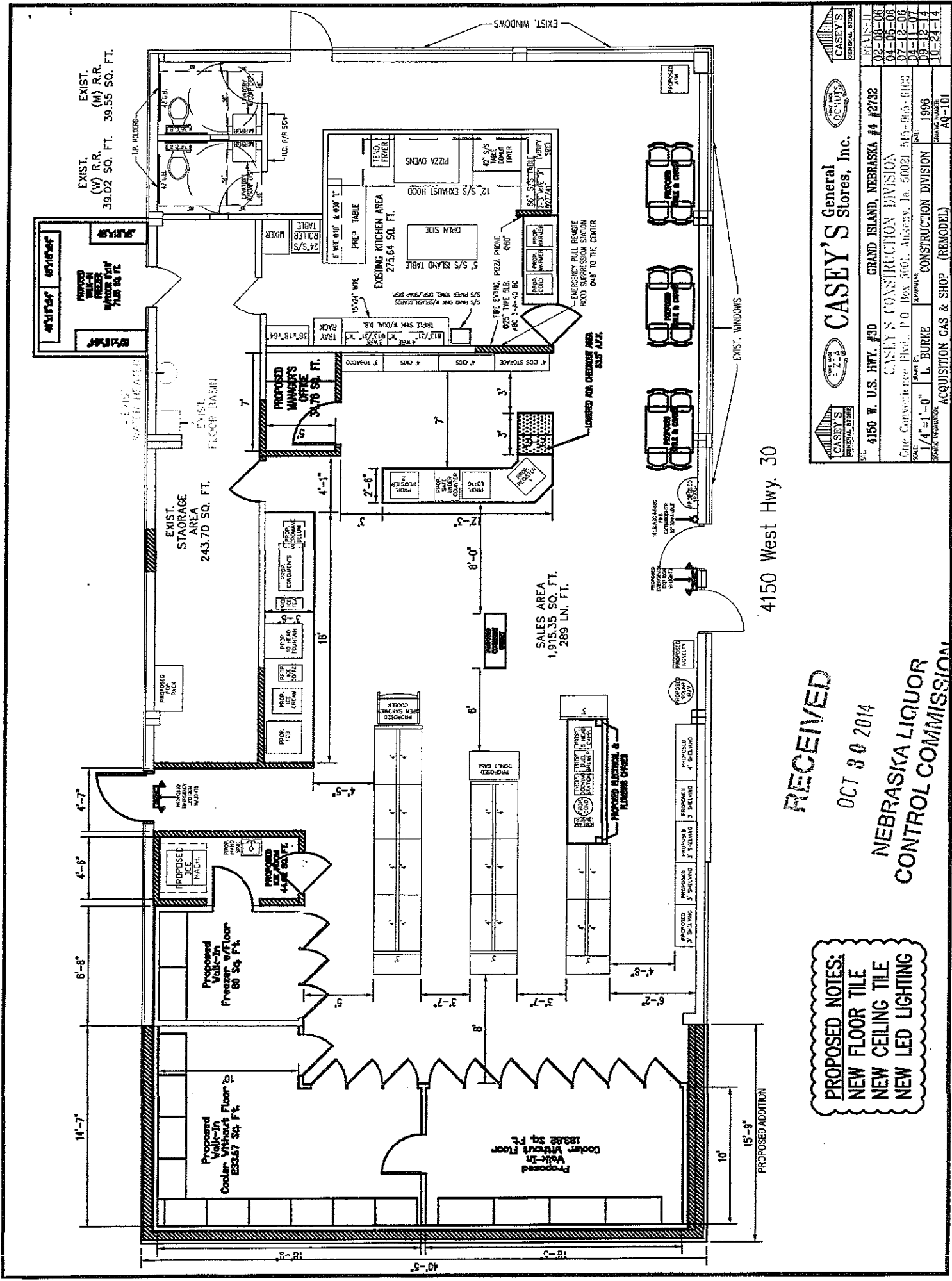
1. Approve the application.
2. Forward to the Nebraska Liquor Control Commission with no recommendation.
3. Forward to the Nebraska Liquor Control Commission with recommendations.
4. Deny the application.

Recommendation

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

Sample Motion

Move to approve the application for an addition to Casey's Retail Company dba Casey's General Store #2732, 4150 West US Hwy 30 Liquor License "B-71404" contingent upon final inspections.



EXIST. (W) R.R. 39.02 SQ. FT.
 EXIST. (M) R.R. 39.55 SQ. FT.

EXIST. WATER HEATER
 EXIST. FLOOR BASIN

EXIST. STORAGE AREA 243.70 SQ. FT.

PROPOSED MANAGERS OFFICE 34.78 SQ. FT.

EXISTING KITCHEN AREA 275.64 SQ. FT.

SALES AREA 1,915.35 SQ. FT.
 289 LN. FT.

4150 West Hwy. 30

PROPOSED NOTES:
 NEW FLOOR TILE
 NEW CEILING TILE
 NEW LED LIGHTING

RECEIVED
 OCT 30 2014
 NEBRASKA LIQUOR CONTROL COMMISSION

CASEY'S General Stores, Inc.

SIT: 4150 W. U.S. HWY. #30 GRAND ISLAND, NEBRASKA #4 #2732

CASEY'S CONSTRUCTION DIVISION

One Construction Blvd., P.O. Box 500, Akron, Ia. 50021 515-965-6133

SCALE: 1/4" = 1'-0" DRAWN BY: L. BURKE DATE: 1996

CONSTRUCTION DIVISION PROJECT NUMBER: AQ-101

ACQUISITION GAS & SHOP (REMODEL)

CASEY'S GENERAL STORES	PLANNING	02-08-06
CASEY'S GENERAL STORES	DESIGN	04-05-06
CASEY'S GENERAL STORES	CONSTRUCTION	07-12-06
CASEY'S GENERAL STORES	OPERATION	08-13-07
CASEY'S GENERAL STORES	REMODEL	09-12-14
CASEY'S GENERAL STORES	REMODEL	10-24-14



City of Grand Island

Tuesday, November 25, 2014

Council Session

Item E-4

Public Hearing on Acquisition of Permanent Easement for South Blaine Street Bridge Replacements; Project No. 2014-B-1 (William H. Baasch)

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

Council Agenda Memo

From: Terry Brown PE, Assistant Public Works Director

Meeting: November 25, 2014

Subject: Public Hearing on Acquisition of Permanent Easement for South Blaine Street Bridge Replacements; Project No. 2014-B-1 (William H. Baasch)

Item #'s: E-4 & G-7

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

Background

This bridge project will replace the north bridge structure with two (2) box culverts and the south bridge structure with two (2) Arch RCP culvert pipes. The roadway will also be widened to improve traffic flow.

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 permanent easement is needed to accommodate the South Blaine Street Bridge Replacements; Project No. 2014-B-1.

Discussion

This easement will allow for drainage within the South Blaine Street Bridge Replacements; Project No. 2014-B-1. The new easement is 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 permanent easement for South Blaine Street Bridge Replacements; Project No. 2014-B-1.

Sample Motion

Move to approve the acquisition of the permanent easement.

PERMANENT EASEMENT

CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA



PERMANENT EASEMENT DESCRIPTION (WEST SIDE OF BLAINE STREET)

A PERMANENT EASEMENT. A TRACT OF LAND LOCATED IN RIVERSIDE FARM SUBDIVISION IN THE EAST HALF OF LOT 8, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 11 NORTH, RANGE 9 WEST OF THE SIXTH PRINCIPAL MERIDIAN IN HALL COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE EASTERLY MOST CORNER OF THE EAST HALF OF SAID LOT 8, THENCE S42°41'46"W, A DISTANCE OF 25.91 FEET; THEN N34°54'25"W, A DISTANCE OF 36.92 FEET; THENCE N42°41'46"E, A DISTANCE OF 25.91 FEET; THENCE S 34°54'25"E, ALONG WEST BLAINE STREET RIGHT OF WAY LINE, A DISTANCE OF 36.92 FEET TO THE POINT OF BEGINNING. CONTAINING AN AREA OF 934.42 SQUARE FEET, 0.021 ACRES.

PERMANENT EASEMENT DESCRIPTION (EAST SIDE OF BLAINE STREET)

A PERMANENT EASEMENT. A TRACT OF LAND LOCATED IN RIVERSIDE FARM SUBDIVISION IN THE EAST HALF OF LOT 6, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 11 NORTH, RANGE 9 WEST OF THE SIXTH PRINCIPAL MERIDIAN IN HALL COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHERLY MOST CORNER OF THE EAST HALF OF SAID LOT 6, THENCE N34°54'25"W, ALONG THE EAST BLAINE STREET RIGHT OF WAY LINE, A DISTANCE OF 37.95 FEET; THEN N42°41'46"E, A DISTANCE OF 28.12 FEET; THENCE S34°54'25"E, A DISTANCE OF 37.95 FEET; THENCE S42°41'46"W, A DISTANCE OF 28.12 FEET TO THE POINT OF BEGINNING. CONTAINING AN AREA OF 1,042.26 SQUARE FEET, 0.024 ACRES.

LEGEND

- WOOD RIVER CENTERLINE
- PROPERTY LINE
- XXXX PERMANENT EASEMENT AREA

LOCATION MAP NOT TO SCALE



CERTIFICATION

I, JOHN R. EGGER, A PROFESSIONAL REGISTERED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF NEBRASKA, CERTIFY THAT THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION ON OCTOBER 5TH, 2014. I FURTHER CERTIFY THAT THE INFORMATION SHOWN IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. ALL DISTANCES SHOWN ARE REPRESENTED IN FEET AND DECIMALS OF A FOOT.

EXHIBIT	PROJECT NO: 110919.00
1	DRAWN BY: TAG
	DATE: 09/15/2014

BLAINE STREET BRIDGE REPLACEMENT NO. 2014-B-1
GRAND ISLAND, NEBRASKA





City of Grand Island

Tuesday, November 25, 2014

Council Session

Item E-5

Public Hearing on Acquisition of Public Utility Easement for Hall County Sanitary Sewer District 2 (SID 2) [Bockmann]

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

Council Agenda Memo

From: Terry Brown PE, Assistant Public Works Director

Meeting: November 25, 2014

Subject: Public Hearing on Acquisition of Public Utility Easement for Hall County Sanitary Sewer District 2 (SID 2) [Bockmann]

Item #'s: E-5 & G-9

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

Background

At the January 4, 2011 Study Session the City Council was informed of an interest by businesses along US Highway 281 near the Interstate 80 interchange about extending City sanitary sewer to serve their property.

On January 11, 2011 City Council approved Mayor Vavricek to sign a “Letter of Intent” to the Nebraska Department of Environmental Quality declaring the City’s willingness to negotiate a public/private project with these businesses to extend City sanitary sewer south along US Highway 281.

The May 17, 2011 Study Session provided an update to the City Council regarding several meetings that were conducted between the City and the interested parties.

On September 27, 2011 City Council approved Sanitary Sewer District No. 528 in the Wildwood Subdivision. This district provided support for the sanitary sewer extension south along US Highway 281 to Interstate 80.

The City was granted \$350,000 from a September 2011 settlement between JBS and NDEQ, which must be applied to this sanitary sewer extension and will further support such sanitary sewer extension.

The sanitary sewer extension south along US Highway 281 to Interstate 80 will help to foster growth of the City towards the interstate and provide for future development.

Nebraska State Statutes stipulate that the acquisition of property requires a public hearing and approval by the City Council. A public utility easement is needed in the SID 2

project are to accommodate public utilities. The easement will allow for construction, operation, maintenance, extension, repair, replacement and removal of public utilities within the easement.

This project is funded by the State Revolving Funds (SRF) Project # is C317867.

Discussion

Two (2) permanent easements are needed from one (1) property owner in this project area. All documents have been signed and returned by the property owner. Authorization of the document is contingent upon City Council approval. Following is a summary of the payments, totaling \$1,300.00, for the property.

Tract No	Owner	Legal	Total
7	K. Diane Bockmann	<p>A UTILITY EASEMENT LOCATED IN PART OF THE SOUTHEAST QUARTER (SE ¼) OF SECTION TWENTY-FOUR (24), TOWNSHIP TEN (10) NORTH, RANGE TEN (10) WEST OF THE 6TH P.M., HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION TWENTY-FOUR (24); THENCE ON AN ASSUMED BEARING OF S00°46'38"E, ALONG THE EAST LINE OF SAID SOUTHEASTE QUARTER, A DISTANCE OF 81.59 FEET; THENCE S89°13'22"W A DISTANCE OF 489.95 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF U.S. HIGHWAY 281 AND THE NORTHEAST CORNER OF A TRACT OF LAND AS RECORDED IN INSTRUMENT NO. 0200011169, HALL COUNTY REGISTER OF DEEDS, GRAND ISLAND, NEBRASKA, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE S46°51'32"W ON THE RIGHT-OF-WAY LINE OF INTERSTATE 80 INTERCHANGE A DISTANCE OF 811.64 FEET TO A POINT OF CURVATURE; THENCE AROUND A CURVE IN A CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 11°35'01", A RADIUS OF 718.51 FEET, A LENGTH OF 145.26 FEET, A CHORD BEARING OF S72°34'49"W, ALONG THE NORTHWESTERLY RIGHT-OF-WAY OF SAID INTERCHANGE, A CHORD DISTANCE OF 145.02 FEET TO A POINT OF CURVATURE; THENCE AROUND A CURVE IN A CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 4°03'56", A RADIUS OF 4408.66 FEET, LENGTH OF 312.83 FEET, A CHORD BEARING OF S84°21'18"W AND CONTINUING ON SAID NORTHWESTERLY RIGHT-OF-WAY, A CHORD DISTANCE OF 312.77 FEET; THENCE N01°00'57"E A DISTANCE OF 25.08 FEET TO A POINT OF CURVATURE; THENCE AROUND A CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 4°03'56", A RADIUS OF 4383.66 FEET, A LENGTH OF 308.17, A CHORD BEARING OF N84°20'51"E, A CHORD DISTANCE OF 308.10 FEET TO A POINT OF CURVATURE; THENCE AROUND A CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 4°01'40", A RADIUS OF 693.51 FEET, A LENGTH OF 135.00, A CHORD BEARING OF N72°43'30"E, A CHORD DISTANCE OF 134.79 FEET; THENCE N46°51'29"E A DISTANCE OF 807.95 FEET; THENCE N50°17'14"E A DISTANCE OF 20.64 FEET; THENCE S01°13'16"E A DISTANCE OF 31.95 FEET TO THE POINT OF BEGINNING. SAID UTILITY EASEMENT CONTAINS A CALCULATED AREA OF 31,773 SQUARE FEET OR 0.73 ACRES MORE OR LESS.</p>	\$650.00

Tract No	Owner	Legal	Total
8	K. Diane Bockmann	<p>A UTILITY EASEMENT LCOATED IN PART OF THE SOUTHEAST QUARTER (SE ¼) OF SECTION TWENTY-FOUR (24), TOWNSHIP TEN (10) NORTH, RANGE TEN (10) WEST OF THE 6TH P.M. HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF LOT 2, HIGHWAY MOTELS SUBDIVISION, SAID POINT BEING THE POINT OF BEGINNING; THENCE ON AN ASSUMED BEARING OF S00°09'34"W, ALONG THE WEST LINE OF SAID LOT 2, HIGHWAY MOTELS SUBDIVISION, A DISTANCE OF 738.40 FEET TO A SOUTHWESTERLY CORNER OF SAID LOT 2; THENCE S89°50'17"E, ALONG A SOUTHERLY LINE OF LOT 2, A DISTANCE OF 249.64 FEET; THENCE S00°07'55"W, ALONG A WESTERLY LINE OF SAID LOT 2, A DISTANCE OF 26.72 FEET; THENCE N89°26'44"W A DISTANCE OF 274.32 FEET; THENCE N00°06'35"E A DISTANCE OF 744.49 FEET; THENCE N71°15'37"W A DISTANCE OF 93.09 FEET; THENCE N73°08'05"W A DISTANCE OF 45.08 FEET; THENCE S88°11'26"W A DISTANCE OF 328.52 FEET; THENCE S89°19'26"W A DISTANCE OF 300.29 FEET; THENCE N01°00'57"E A DISTANCE OF 25.01 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF INTERSTATE 80; THENCE N89°19'26"E, ALONG THE SOUTH RIGHT-OF-WAY LINE OF INTERSTATE 80 A DISTANCE OF 299.30 FEET; THENCE N88°05'18"E, CONTINUING ALONG THE SOUTH RIGHT-OF-WAY LINE OF INTERSTATE 80, A DISTANCE OF 334.92 FEET; THENCE S71°37'17"E, CONTINUING ALONG THE SOUTH RIGHT-OF-WAY LINE OF INTERSTATE 80, DISTANCE OF 158.92 FEET TO THE POINT OF BEGINNING. SAID UTILITY EASEMENT CONTAINS A CALCULATED AREA OF 44,873 SQUARE FEET OR 1.03 ACRES MORE OR LESS.</p>	\$650.00
TOTAL			\$1,300.00

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 \$1,300.00.

Sample Motion

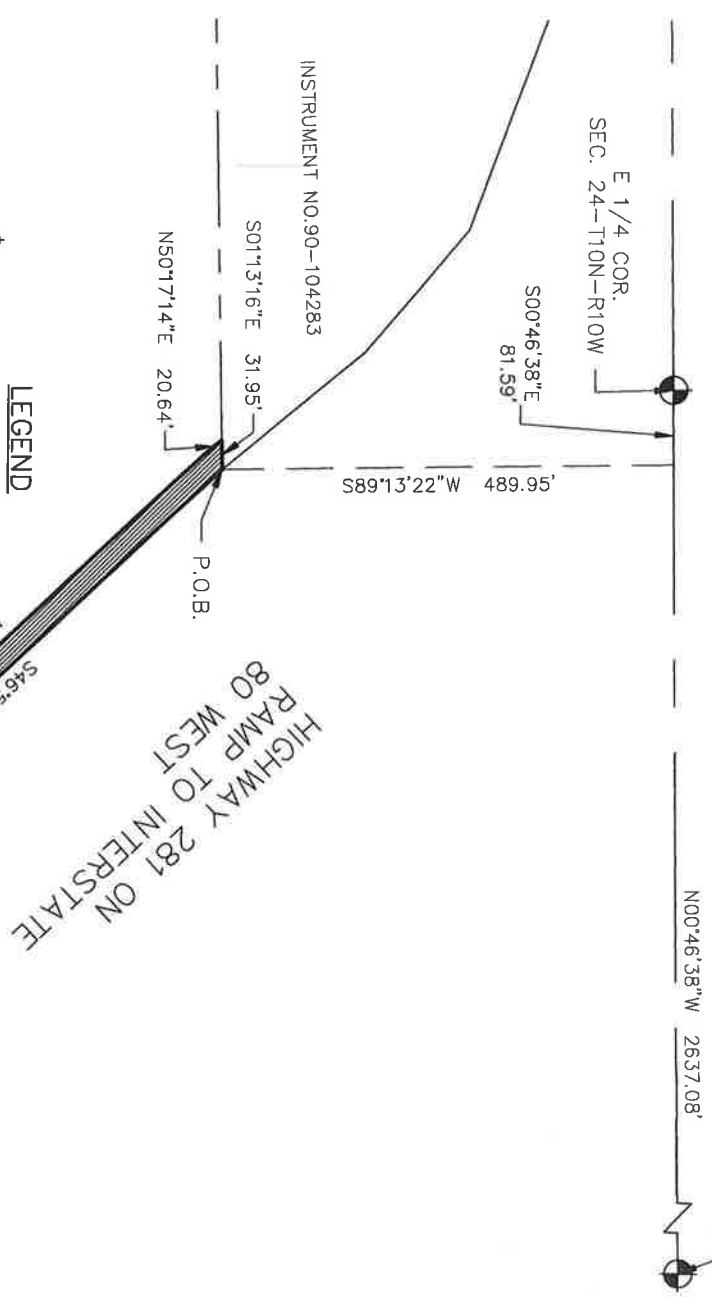
Move to approve the acquisition of the easement.

UTILITY EASEMENT

HALL COUNTY, NEBRASKA



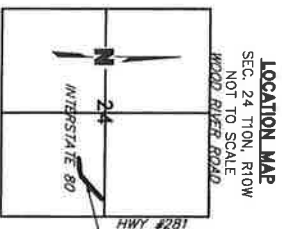
SE COR.
SEC. 24-T10N-R10W
N00°46'38"W 2637.08'



LEGEND

	SECTION CORNER
	SECTION LINE
	PROPERTY LINE
	HIGHWAY RIGHT-OF-WAY LINE
	UTILITY EASEMENT AREA

CURVE #	RADIUS	LENGTH	CHORD BEARING	CHORD	DELTA
C1	693.51'	135.00'	N72°43'30"E	134.79'	11°09'11"
C2	718.51'	145.26'	S72°34'49"W	145.02'	11°35'01"
C3	4408.66'	312.83'	S84°21'18"W	312.77'	4°03'56"
C4	4353.66'	308.17'	N84°20'51"E	308.10'	4°01'40"



UTILITY EASEMENT DESCRIPTION

A UTILITY EASEMENT LOCATED IN PART OF THE SOUTHEAST QUARTER (SE1/2) OF SECTION TWENTY-FOUR (24), TOWNSHIP TEN (10) NORTH, RANGE TEN (10) WEST OF THE 6TH P.M., HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION TWENTY-FOUR (24); THENCE ON AN ASSUMED BEARING OF S00°46'38"E, ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 81.59 FEET; THENCE S89°13'22"W A DISTANCE OF 489.95 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF U.S. HIGHWAY 281 AND THE NORTHEAST CORNER OF A TRACT OF LAND AS RECORDED IN INSTRUMENT NO. 0200011169, HALL COUNTY REGISTER OF DEEDS, GRAND ISLAND, NEBRASKA, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE S46°51'32"W, ON THE RIGHT-OF-WAY LINE OF INTERSTATE 80 INTERCHANGE, A DISTANCE OF 811.64 FEET TO A POINT OF CURVATURE; THENCE AROUND A CURVE IN A CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 11°35'01", A RADIUS OF 718.51 FEET, A LENGTH OF 145.26 FEET, A CHORD BEARING OF S72°34'49"W, ALONG THE NORTHWESTERLY RIGHT-OF-WAY OF SAID INTERCHANGE, A CHORD DISTANCE OF 145.02 FEET TO A POINT OF CURVATURE; THENCE AROUND A CURVE IN A CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 4°03'56", A RADIUS OF 4383.66 FEET, A LENGTH OF 312.83 FEET, A CHORD BEARING OF S84°21'18"W AND CONTINUING ON SAID NORTHWESTERLY RIGHT-OF-WAY, A CHORD DISTANCE OF 312.77 FEET; THENCE N01°00'57"E A DISTANCE OF 25.08 FEET TO A POINT OF CURVATURE; THENCE AROUND A CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 4°03'56", A RADIUS OF 4383.66 FEET, A LENGTH OF 308.17, A CHORD BEARING OF N84°20'51"E, A CHORD DISTANCE OF 308.10 FEET TO A POINT OF CURVATURE; THENCE AROUND A CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 4°01'40", A RADIUS OF 693.51 FEET, A LENGTH OF 135.00, A CHORD BEARING OF N72°43'30"E, A CHORD DISTANCE OF 134.79 FEET; THENCE N46°51'29"E A DISTANCE OF 312.77 FEET; THENCE S01°13'16"E A DISTANCE OF 31.95 FEET TO THE POINT OF BEGINNING. SAID UTILITY EASEMENT CONTAINS A CALCULATED AREA OF 31,773 SQUARE FEET OR 0.73 ACRES MORE OR LESS.

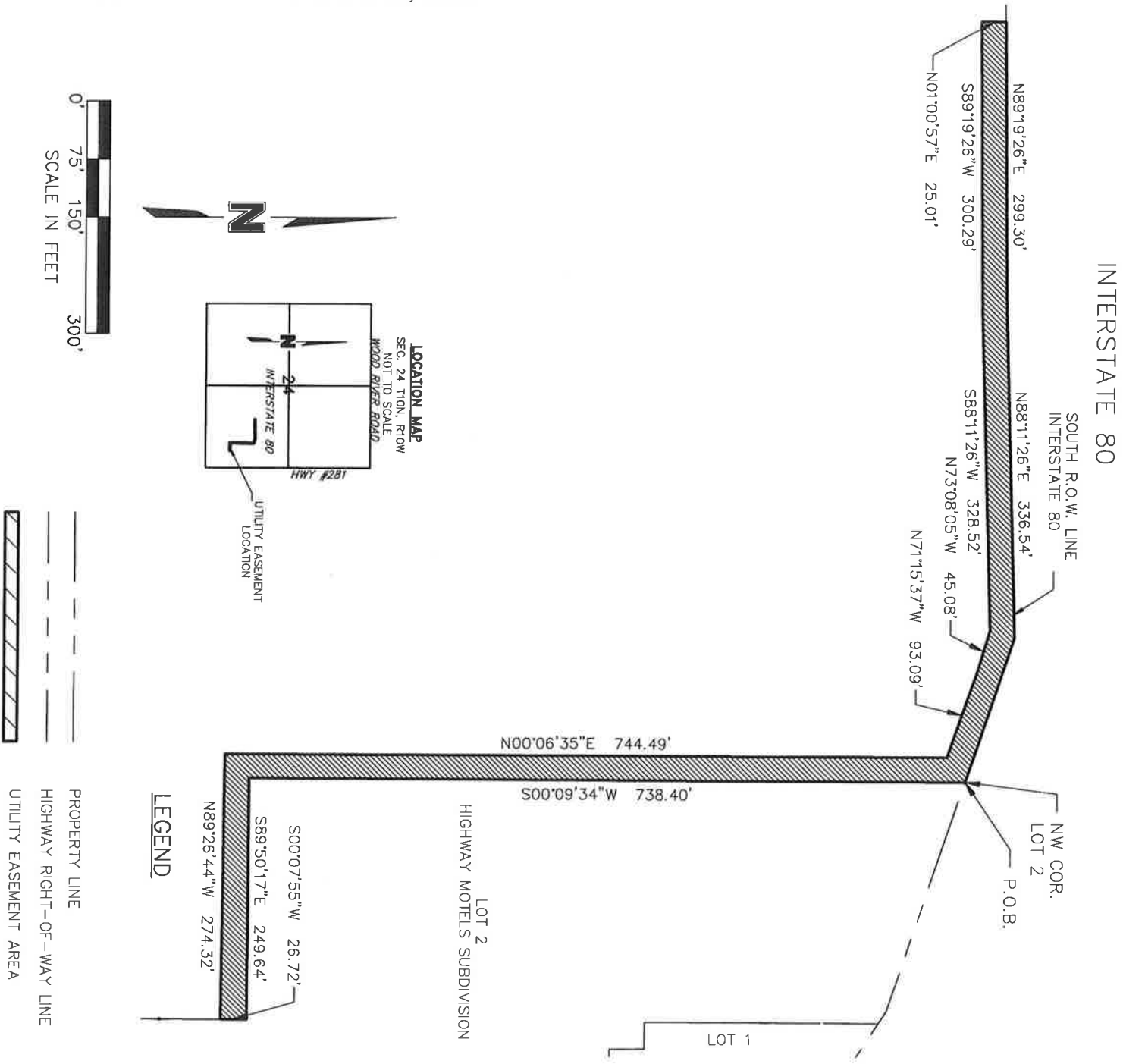
PROJECT NO: 2012-1867	U.S. HIGHWAY 281	MOLSSON ASSOCIATES	201 East 2nd Street P.O. Box 1072 Grand Island, NE 68802-1072 TEL 308.384.8750 FAX 308.384.8752
DRAWN BY: LWJ	UTILITY EASEMENTS		EXHIBIT
DATE: 07/08/2014			7

DWG: F:\projects\012-1867\SVY0\Easements\012-1867_Sewer Easement_K. DIANE BOCKMANN (2).DWG USER: lwheeler
 DATE: Aug 11, 2014 10:44am XREFS: 121867_base 0121867_xbase_SID Sewer 0110941_FP Hwy Motels

EXHIBIT "A"

UTILITY EASEMENT

HALL COUNTY, NEBRASKA



UTILITY EASEMENT DESCRIPTION

A UTILITY EASEMENT LOCATED IN PART OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION TWENTY-FOUR (24), TOWNSHIP TEN (10) NORTH, RANGE TEN (10) WEST OF THE 6TH P.M., HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF LOT 2, HIGHWAY MOTELS SUBDIVISION, SAID POINT BEING THE POINT OF BEGINNING; THENCE ON AN ASSUMED BEARING OF S00°09'34"W, ALONG THE WEST LINE OF SAID LOT 2, HIGHWAY MOTELS SUBDIVISION, A DISTANCE OF 738.40 FEET TO A SOUTHWESTERLY CORNER OF SAID LOT 2; THENCE S89°50'17"E, ALONG A SOUTHERLY LINE OF LOT 2, A DISTANCE OF 249.64 FEET; THENCE S00°07'55"W, ALONG A WESTERLY LINE OF SAID LOT 2, A DISTANCE OF 26.72 FEET; THENCE N89°26'44"W A DISTANCE OF 274.32 FEET; THENCE N00°06'35"E A DISTANCE OF 744.49 FEET; THENCE N71°15'37"W A DISTANCE OF 93.09 FEET; THENCE N73°08'05"W A DISTANCE OF 45.08 FEET; THENCE S88°11'26"W A DISTANCE OF 328.52 FEET; THENCE S89°19'26"W A DISTANCE OF 300.29 FEET; THENCE N01°00'57"E A DISTANCE OF 25.01 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF INTERSTATE 80; THENCE N89°19'26"E, ALONG THE SOUTH RIGHT-OF-WAY LINE OF INTERSTATE 80 A DISTANCE OF 299.30 FEET; THENCE N88°05'18"E, CONTINUING ALONG THE SOUTH RIGHT-OF-WAY LINE OF INTERSTATE 80, A DISTANCE OF 334.92 FEET; THENCE S71°37'17"E, CONTINUING ALONG THE SOUTH RIGHT-OF-WAY LINE OF INTERSTATE 80, DISTANCE OF 158.92 FEET TO THE POINT OF BEGINNING. SAID UTILITY EASEMENT CONTAINS A CALCULATED AREA OF 44,873 SQUARE FEET OR 1.03 ACRES MORE OR LESS.

PROJECT NO: 2012-1867
 DRAWN BY: LJW
 DATE: 07/08/2014

U.S. HIGHWAY 281
UTILITY EASEMENTS

MOLSSON
 ASSOCIATES

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

EXHIBIT
8



City of Grand Island

Tuesday, November 25, 2014

Council Session

Item F-1

**#9510 - Consideration of Amendment to the City of Grand Island,
Nebraska Police Officers' Retirement System Plan**

Staff Contact: Jaye Monter, Finance Director

Council Agenda Memo

From: Jaye Monter, Finance Director

Meeting: November 25, 2014

Subject: Consideration to add Amendment No. 1 to the City of Grand Island, Nebraska Police Officer's and Firefighter's Retirement System Plan and Trust documents

Item #'s: F-1 & F-2

Presenter(s): Jaye Monter, Finance Director
Ryan Kapsimallis, Attorney, Fitzgerald, Schorr,
Barmettler & Brennan, P.C., L.L.O

Background

Wells Fargo is the administrator of the City Of Grand Island's Police Officer's and Firefighter's Retirement System Plan and Trust. As administrators of this plan, Wells Fargo is charged with making sure the plans stay in compliance with all federal and state retirement plan laws. Wells Fargo along with representatives from the law firm Fitzgerald, Schorr, Barmettler & Brennan, P.C., L.L.O., notified the City regarding the July 18, 2014 passage of LB 759.

Retirement System Plan documents must be amended for all changes to related state statutes prior to year end.

Discussion

Attached is a summary of changes prepared by the law firm for the 2014 amendment regarding LB 759. The summary of changes was prepared by the law firm Fitzgerald, Schorr, Barmettler & Brennan, P.C., L.L.O. in Omaha. Adoption of Amendment No. 1 will insure required compliance of each plan.

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 Ordinances 9510 and 9511 executing Amendment No. 1 to the Police Officer's and Firefighter's Retirement System Plan and Trust documents.

Sample Motion

Move to approve to Ordinances 9510 and 9511.

**Police and Fire Plans
2014 Amendment per LB 759
Summary of Changes**

Police Officers' Retirement System – Basic Plan Document Provisions

- I. **Section 1.1** **“Sex-Neutral Basis”**: Clarifies and defines “sex-neutral basis” for purposes of annuities used for “pre-84s.” LB759 requires the annuity cost be determined using a blended (sex-neutral) product available for purchase in Nebraska. Statutes before LB 759 required annuities that used sex-neutral basis as well but did not specify how “sex-neutral basis” was determined. LB759 requires the City to average the cost of male and female rates, if a “blended” product cannot be purchased on the market in Nebraska. The legislative history indicates that LB 759 was adopted in response to difficulties cities were having with undefined “sex-neutral” requirements of the statutes.

- II. **Appendix B, Section A3** **“Sex-Neutral Basis”** Police and fire plans on and after July 18, 2014 apply “sex-neutral basis” pursuant to LB 759 as described in Section 1.1 above.

- III. **7.3.1** **Minimum Benefits** A “pre-84” selecting an optional form of payment (non-straight life annuity) must receive the actuarial equivalent of a straight life annuity on a sex neutral basis (see Section 1.1). If the participant is opting for a lump sum payment, the participant may choose to have the payout determined by averaging the cost of three annuity contracts available for purchase in Nebraska. Prior to LB 759, the average cost was based on products available on the open market. Each contract must use the same type of sex-neutral basis benefit calculation.

- IV. **12.13.(b)(2)** **Reporting:** Added annual reporting for certain defined benefit plans pursuant to LB 759.

Firefighters' Retirement System – Basic Plan Document Provisions

- I. **Section 1.1** **“Sex-Neutral Basis”**: Clarifies and defines “sex-neutral basis” for purposes of annuities used for “pre-84s.” LB759 requires the annuity cost be determined using a blended (sex-neutral) product available for purchase in Nebraska. Statutes before LB 759 required annuities that used sex-neutral basis as well but did not specify how “sex-neutral basis” was determined. LB759 requires the City to average the cost of male and female rates, if a “blended” product cannot be purchased on the market in Nebraska. The legislative history indicates that LB 759 was adopted in response to difficulties cities were having with undefined “sex-neutral” requirements of the statutes.

- II. **Appendix B, Section A3** **“Sex-Neutral Basis”** Police and fire plans on and after July 18, 2014 apply “sex-neutral basis” pursuant to LB 759 as described in Section 1.1 above.

- V. **7.3.1** **Minimum Benefits** A “pre-84” selecting an optional form of payment (non-straight life annuity) must receive the actuarial equivalent of a straight life annuity on a sex neutral basis (see Section 1.1). If the participant is opting for a lump sum payment, the participant may choose to have the payout determined by averaging the cost of two annuity contracts available for purchase in Nebraska. Prior to LB 759, the average cost was based on products

available on the open market. Each contract must use the same type of sex-neutral basis benefit calculation.

VI. 12.13.(b)(2) Reporting: Added annual reporting for certain defined benefit plans pursuant to LB 759.

ORDINANCE NO. 9510

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA TO AMEND THE CITY OF GRAND ISLAND, NEBRASKA POLICE OFFICERS' RETIREMENT SYSTEM PLAN AND TRUST; TO AUTHORIZE FURTHER ACTIONS; AND TO PROVIDE FOR REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY AND THE EFFECTIVE DATE HEREOF.

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

SECTION 1. Pursuant to Nebraska Statutes, Sections 16-1001 through and including 16-1019, the City of Grand Island maintains the City of Grand Island, Nebraska Police Officers' Retirement System Plan and Trust embodied in plan documents including an adoption agreement and basic plan document constituting an integral part thereof ("Plan").

SECTION 2. The Mayor and City Council are authorized and desire to amend the Plan, and specifically to incorporate actuarial and revised reporting provisions of Nebraska LB 759 (2014), which amendment is presented with this Ordinance ("Amendment No. 1").

SECTION 3. The Mayor and City Council do hereby approve and adopt said Amendment No. 1, effective on the date set forth therein.

SECTION 4. The Mayor is authorized to execute Amendment No.1 on behalf of the City, and the City Administrator is authorized and directed to provide the same to the Trustee (for its written acceptance, if determined necessary or appropriate), and if directed in this Ordinance or otherwise determined necessary or advisable, to cause said Amendment No. 1 to be submitted, together with such supporting data as may be necessary or advisable and applicable application fee, to the Internal Revenue Service for ruling as to whether the same complies with the pertinent provisions of the Internal Revenue Code of the United States and, in particular, Sections 401(a) and 501(a) thereof, with authority to make any changes in or to Amendment No. 1 and other Plan documents and take such further actions as the City Administrator determines necessary or appropriate to obtain a favorable ruling or maintain the qualified status of the Plan.

SECTION 5. All ordinances and parts of ordinances as previously enacted to the extent in conflict with this Ordinance or any part hereof are hereby repealed.

SECTION 6. If any section, subsection, sentence, clause or phrase of this Ordinance is, for any reason, held to be unconstitutional or invalid, such unconstitutionality or invalidity shall not affect the validity of the remaining portions of this Ordinance. The Mayor and City Council hereby declare that it would have passed this Ordinance and

Approved as to Form	<input type="checkbox"/>	_____
November 18, 2014	<input type="checkbox"/>	City Attorney

ORDINANCE NO. 9510 (Cont.)

each section, subsection, sentence, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional or invalid.

SECTION 7. This Ordinance shall be in force and take effect from and after passage, approval and publication as provided by law.

Enacted: November 25, 2014

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

ORDINANCE NO. 9510 (Cont.)

CITY OF GRAND ISLAND, NEBRASKA POLICE
OFFICERS' RETIREMENT SYSTEM PLAN AND TRUST

Amendment No. 1

The City of Grand Island, Nebraska Police Officers' Retirement System Plan and Trust is hereby amended effective July 18, 2014 as follows:

I. Section 1.1 of the Basic Plan Document is hereby amended by adding the following definition:

“Sex-Neutral Basis – Notwithstanding anything in this Plan to the contrary, “sex-neutral basis” for purposes of a Police Plan or a Fire Plan, effective on and after July 18, 2014 in accordance with Nebraska L.B. 759, shall mean the benefit calculation provided to the City by a licensed domestic or foreign insurance or annuity company with a product available for purchase in Nebraska that utilizes a blended, non-gender-specific rate for actuarial assumptions, mortality assumptions, and annuity conversion rates for a particular participant, except that if a blended, non-gender-specific rate is not available for purchase in Nebraska, the benefit calculation shall be performed using the arithmetic mean of the male-specific actuarial assumptions, mortality assumptions, or annuity conversion rates and the female-specific actuarial assumptions, mortality assumptions, or annuity conversion rates, as applicable, for a particular participant, and the arithmetic mean shall be determined by adding the male-specific actuarial assumptions, mortality assumptions, or annuity conversion rates to the female-specific actuarial assumptions, mortality assumptions, or annuity conversion rates applicable to a particular participant and dividing the sum by two.”

II. Section “A” of APPENDIX B of the Basic Plan Document is hereby amended by adding the following at the end thereof:

“3. **Police and Fire Plans.** ‘Sex-Neutral Basis’ for purposes of a Police Plan or Fire Plan, or any other plan to the extent said term is not expressly defined or determinable under the applicable plan documents, effective on and after July 18, 2014 shall have the meaning provided in Section 1.1 of the Basic Plan Document.”

III. The first sentence of Section 7.3.1 of the Basic Plan Document and subsections “(a)” and “(b)” of said Section 7.3.1 are hereby deleted and replaced in their entirety with the following:

“7.3.1 Minimum Retirement Benefits. Participants of Police and Fire Plans, if employed on January 1, 1984 and continuously employed by the City from such date through the date of their retirement, shall receive a benefit which, when determined on a Straight Life Annuity basis, shall not be less than:

(a) Police Plan.

(i) Effective April 16, 2012, 50% of Regular Pay if retirement occurs after reaching 60 years of age and the Participant has completed 25 years of service with the City. Before April 16, 2012, the following parenthetical was included at the end: “(or 21 Years of Service if hired prior to November 18, 1965)”; or

ORDINANCE NO. 9510 (Cont.)

- (ii) 40% of Regular Pay if retirement occurs after reaching 55 years of age, but before reaching 60 years of age, and the Participant has completed 25 Years of Service with the City.

The Minimum Benefit provided in this Section (a) shall be paid in any form of benefit payment otherwise provided for in this Section 7. If the Minimum Benefit is paid in a form other than a straight life annuity, such benefit shall be the Actuarial Equivalent of the Minimum Benefit payable as a Straight Life Annuity.

If the Participant chooses the single lump-sum payment option, the Participant can request that the Actuarial Equivalent be equal to the average of the cost of three Annuity Contracts based on products available for purchase in Nebraska purchased on the open market. The Participant, Retirement Committee and City each shall submit the cost of an appropriate Annuity Contract to determine the Actuarial Equivalent. The Annuity Contracts used for comparison shall all use the same type of Sex-Neutral Basis benefit calculation.

(b) Fire Plan.

- (i) 50% of Regular Pay if retirement occurs after reaching 55 years of age and completing 21 years of service with the City; or

- (ii) the Actuarial Equivalent of the benefit which otherwise would be provided in (i) above at 55 years of age if retirement occurs after reaching 50 years of age, but before reaching age 55, and Retirement occurs after completing 21 Years of Service with the City; or

- (iii) 50% of the Salary received at the time of retirement multiplied by the ratio of Years of Service to 21 if retirement from the City occurs on or after reaching 55 years of age with less than twenty-one Years of Service with the City; or

- (iv) For termination of employment after September 9, 1993, 50% of Regular Pay if such termination of employment occurs prior to 55 years of age but after completion of 21 Years of Service with the City.

Unless an optional annuity benefit is selected by the Participant, at the death of the Participant, the same rate of pension as is provided for in this Section (b) shall be paid to the surviving spouse of such deceased Participant during such time as the surviving spouse remains unmarried and, in case there is no surviving spouse, then the minor children, if any, of such deceased Participant shall equally share such Minimum Benefit during their minority. As soon as a child of a deceased Participant ceases to be a minor, such benefit to such child shall cease.

In the event a Participant or his or her surviving beneficiaries die before the aggregate amount of Minimum Benefit payments distributed under this Section (b) equals the total amount in the Participant's Employee Account at the time of the first payment, the difference between the total amount in the Employee Account and the aggregate amount of Minimum Benefit payments distributed shall be paid in a single sum to the Participant's estate.

ORDINANCE NO. 9510 (Cont.)

The Minimum Benefit provided for in this Section (b) shall be paid in any form permitted under Section 7. If the Minimum Benefit is paid in an optional annuity benefit or a single lump-sum payment, such benefit or payment shall be the Actuarial Equivalent of the annuity that would otherwise be paid to the Participant.

If the Participant chooses the single lump-sum payment option, the Participant may request that the Actuarial Equivalent be equal to the average of the cost of two Annuity Contracts ~~based on products available for purchase in Nebraska purchased on the open market~~, if the difference between the cost of the two Annuity Contracts does not exceed 5%. The Participant and the City each shall choose one of the Annuity Contracts used for determining the Actuarial Equivalent. If the difference between the two Annuity Contracts chosen exceeds 5%, the Retirement Committee shall review the costs of the two contracts and make a recommendation to the City Council as to the amount of the lump-sum payment to be made to the Participant. The City Council shall determine the amount of the single lump-sum payment after a hearing thereon. The Annuity Contracts used for comparison shall all use the same type of Sex-Neutral Basis benefit calculation.

- IV. Section 12.13(b)(2) of the Basic Plan Document is hereby deleted and replaced in its entirety with the following:

“(2) Quadrennial Report. In addition to immediately preceding provisions of this Section 12.13, ~~beginning December 31, 1998, and every four years thereafter an annual any required quadrennial~~ report shall be prepared with respect to the defined benefit component of the Plan, if any, if said component was open to new members on January 1, 2004. Said report, if applicable, shall be filed with the Public Employees Retirement Board and the Nebraska Retirement Systems Committee of the Legislature, with a copy submitted to the Auditor of Public Accounts, in accordance with applicable Nebraska statutes. Such report shall consist of a full actuarial analysis of the Plan. The analysis shall be prepared by an independent private organization or public entity employing actuaries who are members in good standing of the American Academy of Actuaries, and which organization or entity has demonstrated expertise to perform this type of analysis and is unrelated to any organization offering investment advice or which provides investment management services to the Plan.”

- V. All provisions of the Plan shall be deemed revised to be consistent with the revisions made by this Amendment No. 1.
- VI. This Amendment No. 1 supersedes any provisions of the Plan to the extent inconsistent with the provisions of this Amendment.

This amendment is hereby executed this 25th day of November, 2014.

CITY OF GRAND ISLAND, a Nebraska municipality

By: _____
_____, Mayor



City of Grand Island

Tuesday, November 25, 2014

Council Session

Item F-2

#9511 - Consideration of Amendment to the City of Grand Island, Nebraska Firefighters' Retirement System Plan

This item relates to the aforementioned Ordinance item F-1.

Staff Contact: Jaye Monter, Finance Director

ORDINANCE NO. 9511

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF CITY OF GRAND ISLAND, NEBRASKA TO AMEND THE CITY OF GRAND ISLAND, NEBRASKA FIREFIGHTERS' RETIREMENT SYSTEM PLAN AND TRUST; TO AUTHORIZE FURTHER ACTIONS; AND TO PROVIDE FOR REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY AND THE EFFECTIVE DATE HEREOF.

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

SECTION 1. Pursuant to Nebraska Statutes, Sections 16-1020 through and including 16-1042, the City of Grand Island maintains the City of Grand Island, Nebraska Firefighters' Retirement System Plan and Trust embodied in plan documents including an adoption agreement and basic plan document constituting an integral part thereof, as well as various amendments required by applicable law ("Plan").

SECTION 2. The Mayor and City Council are authorized and desire to amend the Plan, and specifically to incorporate actuarial and revised reporting provisions of Nebraska LB 759 (2014), which amendment is presented with this Ordinance ("Amendment No. 1").

SECTION 3. The Mayor and City Council do hereby approve and adopt said Amendment No. 1, effective on the date set forth therein.

SECTION 4. The Mayor is authorized to execute Amendment No.1 on behalf of the City, and the City Administrator is authorized and directed to provide the same to the Trustee (for its written acceptance, if determined necessary or appropriate), and if directed in this Ordinance or otherwise determined necessary or advisable, to cause said Amendment No. 1 to be submitted, together with such supporting data as may be necessary or advisable and applicable application fee, to the Internal Revenue Service for ruling as to whether the same complies with the pertinent provisions of the Internal Revenue Code of the United States and, in particular, Sections 401(a) and 501(a) thereof, with authority to make any changes in or to Amendment No. 1 and other Plan documents and take such further actions as the City Administrator determines necessary or appropriate to obtain a favorable ruling or maintain the qualified status of the Plan.

SECTION 5. All ordinances and parts of ordinances as previously enacted to the extent in conflict with this Ordinance or any part hereof are hereby repealed.

SECTION 6. If any section, subsection, sentence, clause or phrase of this Ordinance is, for any reason, held to be unconstitutional or invalid, such unconstitutionality or invalidity shall not affect the validity of the remaining portions of this Ordinance. The Mayor and City Council hereby declare that it would have passed this Ordinance and each section, subsection, sentence, clause or phrase thereof, irrespective of the fact

Approved as to Form	☐ _____
November 18, 2014	☐ City Attorney

ORDINANCE NO. 9511 (Cont.)

that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional or invalid.

SECTION 7. This Ordinance shall be in force and take effect from and after passage, approval and publication as provided by law.

Enacted: November 25, 2014

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

ORDINANCE NO. 9511 (Cont.)

CITY OF GRAND ISLAND, NEBRASKA
FIREFIGHTERS' RETIREMENT SYSTEM PLAN AND TRUST

Amendment No. 1

The City of Grand Island, Nebraska Firefighters' Retirement System Plan and Trust is hereby amended effective July 18, 2014 as follows:

I. Section 1.1 of the Basic Plan Document is hereby amended by adding the following definition:

“Sex-Neutral Basis – Notwithstanding anything in this Plan to the contrary, “sex-neutral basis” for purposes of a Police Plan or a Fire Plan, effective on and after July 18, 2014 in accordance with Nebraska L.B. 759, shall mean the benefit calculation provided to the City by a licensed domestic or foreign insurance or annuity company with a product available for purchase in Nebraska that utilizes a blended, non-gender-specific rate for actuarial assumptions, mortality assumptions, and annuity conversion rates for a particular participant, except that if a blended, non-gender-specific rate is not available for purchase in Nebraska, the benefit calculation shall be performed using the arithmetic mean of the male-specific actuarial assumptions, mortality assumptions, or annuity conversion rates and the female-specific actuarial assumptions, mortality assumptions, or annuity conversion rates, as applicable, for a particular participant, and the arithmetic mean shall be determined by adding the male-specific actuarial assumptions, mortality assumptions, or annuity conversion rates to the female-specific actuarial assumptions, mortality assumptions, or annuity conversion rates applicable to a particular participant and dividing the sum by two.”

II. Section “A” of APPENDIX B of the Basic Plan Document is hereby amended by adding the following at the end thereof:

“3. **Police and Fire Plans.** ‘Sex-Neutral Basis’ for purposes of a Police Plan or Fire Plan, or any other plan to the extent said term is not expressly defined or determinable under the applicable plan documents, effective on and after July 18, 2014 shall have the meaning provided in Section 1.1 of the Basic Plan Document.”

III. The first sentence of Section 7.3.1 of the Basic Plan Document and subsections “(a)” and “(b)” of said Section 7.3.1 are hereby deleted and replaced in their entirety with the following:

“7.3.1 Minimum Retirement Benefits. Participants of Police and Fire Plans, if employed on January 1, 1984 and continuously employed by the City from such date through the date of their retirement, shall receive a benefit which, when determined on a Straight Life Annuity basis, shall not be less than:

(a) Police Plan.

(i) Effective April 16, 2012, 50% of Regular Pay if retirement occurs after reaching 60 years of age and the Participant has completed 25 years of service with the City. Before April 16, 2012, the following parenthetical was included at the end: “(or 21 Years of Service if hired prior to November 18, 1965)”; or

ORDINANCE NO. 9511 (Cont.)

- (ii) 40% of Regular Pay if retirement occurs after reaching 55 years of age, but before reaching 60 years of age, and the Participant has completed 25 Years of Service with the City.

The Minimum Benefit provided in this Section (a) shall be paid in any form of benefit payment otherwise provided for in this Section 7. If the Minimum Benefit is paid in a form other than a straight life annuity, such benefit shall be the Actuarial Equivalent of the Minimum Benefit payable as a Straight Life Annuity.

If the Participant chooses the single lump-sum payment option, the Participant can request that the Actuarial Equivalent be equal to the average of the cost of three Annuity Contracts based on products available for purchase in Nebraska ~~purchased on the open market~~. The Participant, Retirement Committee and City each shall submit the cost of an appropriate Annuity Contract to determine the Actuarial Equivalent. The Annuity Contracts used for comparison shall all use the same type of Sex-Neutral Basis benefit calculation.

(b) Fire Plan.

- (i) 50% of Regular Pay if retirement occurs after reaching 55 years of age and completing 21 years of service with the City; or

- (ii) the Actuarial Equivalent of the benefit which otherwise would be provided in (i) above at 55 years of age if retirement occurs after reaching 50 years of age, but before reaching age 55, and Retirement occurs after completing 21 Years of Service with the City; or

- (iii) 50% of the Salary received at the time of retirement multiplied by the ratio of Years of Service to 21 if retirement from the City occurs on or after reaching 55 years of age with less than twenty-one Years of Service with the City; or

- (iv) For termination of employment after September 9, 1993, 50% of Regular Pay if such termination of employment occurs prior to 55 years of age but after completion of 21 Years of Service with the City.

Unless an optional annuity benefit is selected by the Participant, at the death of the Participant, the same rate of pension as is provided for in this Section (b) shall be paid to the surviving spouse of such deceased Participant during such time as the surviving spouse remains unmarried and, in case there is no surviving spouse, then the minor children, if any, of such deceased Participant shall equally share such Minimum Benefit during their minority. As soon as a child of a deceased Participant ceases to be a minor, such benefit to such child shall cease.

In the event a Participant or his or her surviving beneficiaries die before the aggregate amount of Minimum Benefit payments distributed under this Section (b) equals the total amount in the Participant's Employee Account at the time of the first payment, the difference between the total amount in the Employee Account and the aggregate

ORDINANCE NO. 9511 (Cont.)

amount of Minimum Benefit payments distributed shall be paid in a single sum to the Participant's estate.

The Minimum Benefit provided for in this Section (b) shall be paid in any form permitted under Section 7. If the Minimum Benefit is paid in an optional annuity benefit or a single lump-sum payment, such benefit or payment shall be the Actuarial Equivalent of the annuity that would otherwise be paid to the Participant.

If the Participant chooses the single lump-sum payment option, the Participant may request that the Actuarial Equivalent be equal to the average of the cost of two Annuity Contracts based on products available for purchase in Nebraska ~~based on the open market~~, if the difference between the cost of the two Annuity Contracts does not exceed 5%. The Participant and the City each shall choose one of the Annuity Contracts used for determining the Actuarial Equivalent. If the difference between the two Annuity Contracts chosen exceeds 5%, the Retirement Committee shall review the costs of the two contracts and make a recommendation to the City Council as to the amount of the lump-sum payment to be made to the Participant. The City Council shall determine the amount of the single lump-sum payment after a hearing thereon. The Annuity Contracts used for comparison shall all use the same type of Sex-Neutral Basis benefit calculation.

- IV. Section 12.13(b)(2) of the Basic Plan Document is hereby deleted and replaced in its entirety with the following:

“(2) Quadrennial Report. In addition to immediately preceding provisions of this Section 12.13, ~~beginning December 31, 1998, and every four years thereafter an annual any required quadrennial~~ report shall be prepared with respect to the defined benefit component of the Plan, if any, if said component was open to new members on January 1, 2004. Said report, if applicable, shall be filed with the Public Employees Retirement Board and the Nebraska Retirement Systems Committee of the Legislature, with a copy submitted to the Auditor of Public Accounts, in accordance with applicable Nebraska statutes. Such report shall consist of a full actuarial analysis of the Plan. The analysis shall be prepared by an independent private organization or public entity employing actuaries who are members in good standing of the American Academy of Actuaries, and which organization or entity has demonstrated expertise to perform this type of analysis and is unrelated to any organization offering investment advice or which provides investment management services to the Plan.”

- V. All provisions of the Plan shall be deemed revised to be consistent with the revisions made by this Amendment No. 1.
- VI. This Amendment No. 1 supersedes any provisions of the Plan to the extent inconsistent with the provisions of this Amendment.

This amendment is hereby executed this 25th day of November, 2014.

CITY OF GRAND ISLAND, a Nebraska municipality

ORDINANCE NO. 9511 (Cont.)

By: _____
_____, Mayor



City of Grand Island

Tuesday, November 25, 2014

Council Session

Item F-3

#9512 - Consideration of Salary Ordinance Minimum Wage Legislation

Staff Contact: Jaye Monter, Finance Director

Council Agenda Memo

From: Jaye Monter, Finance Director
Meeting: November 25, 2014
Subject: Consideration of Approving Salary Ordinance No. 9512
Item #'s: F-3
Presenter(s): Jaye Monter, Finance Director

Background

Nebraska voters approved the Nebraska Minimum Wage Increase, Initiative 425 on the November 4, 2014 ballot. The measure incrementally increases the state's hourly minimum wage to \$9.00 by January 1, 2016. The following are the increments in which the minimum wage will increase:

- Increase from \$7.25 to \$8.00 on January 1, 2015
- Increase from \$8.00 to \$9.00 on January 1, 2016

Discussion

An update is required to the Salary Ordinance in order to bring one job classification at the Grand Island Public Library and the job classifications for Seasonal/Temporary Workers pay ranges in compliance with this state statute. Attached is a redline version of the updated Salary Ordinance in consideration.

To summarize the Salary Ordinance changes, the Library Page position will increase from a \$7.9040 to \$11.2366 range to an \$8.00 to \$11.3326 range. The Worker Seasonal and Worker Temporary range will now be \$8.00 - \$20.00.

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 proposed Salary Ordinance No. 9512.

Sample Motion

Move to approve Salary Ordinance No. 9512.

ORDINANCE NO. 9512 (Cont.)

classifications, and the number of hours and work period which certain officers and general employees shall work prior to overtime eligibility are as follows:

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Accountant	22.9886/32.9003	Exempt
Accounting Technician – Solid Waste	17.9715/23.0181	40 hrs/week
Assistant to the City Administrator	22.3610/31.4778	Exempt
Assistant Public Works Director / Manager of Engineering Services	33.2069/50.4151	Exempt
Assistant Utilities Director – Distribution	47.6003/67.6416	Exempt
Assistant Utilities Director – Production	51.5458/73.2746	Exempt
Assistant Utilities Director – Transmission	51.5458/73.2746	Exempt
Attorney	28.6056/44.1370	Exempt
Biosolids Technician	18.1272/26.7290	40 hrs/week
Building Department Director	33.5096/48.9906	Exempt
CADD Operator	20.5851/29.6126	40 hrs/week
Cemetery Superintendent	20.8630/30.9603	Exempt
City Administrator	63.7373/79.0715	Exempt
City Attorney	40.4963/58.3908	Exempt
City Clerk	26.6290/38.0214	Exempt
Civil Engineer I	27.7544/40.1236	Exempt
Civil Engineer II	32.1919/46.4935	Exempt
Civil Engineering Manager – Utility PCC	35.0629/52.4386	Exempt
Collection System Supervisor	22.9674/32.6479	40 hrs/week
Community Service Officer	14.1913/19.6625	40 hrs/week
Custodian – Library, Police	13.0050/18.3520	40 hrs/week

ORDINANCE NO. 9512 (Cont.)

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Customer Service Representative – Part time	8.8508/13.2762	40 hrs/week
Electric Distribution Superintendent	36.0403/49.1560	Exempt
Electric Distribution Supervisor	30.4351/41.5354	40 hrs/week
Electric Underground Superintendent	32.0961/43.7850	Exempt
Electrical Engineer I	27.7544/40.1236	Exempt
Electrical Engineer II	32.1919/46.4935	Exempt
Emergency Management Deputy Director	23.8588/34.3400	Exempt
Emergency Management Director	33.9564/48.8590	Exempt
Engineering Technician - WWTP	20.0738/28.3608	40 hrs/week
Equipment Operator - Solid Waste	17.2286/24.9764	40 hrs/week
Finance Director	39.3885/59.0413	Exempt
Finance Operations Supervisor	20.9100/29.5674	Exempt
Fire Chief	38.0334/56.7241	Exempt
Fire EMS Division Chief	32.6600/47.1433	Exempt
Fire Operations Division Chief	32.6600/47.1433	Exempt
Fire Prevention Division Chief	32.6600/45.7964	Exempt
Fleet Services Shop Foreman	22.6375/32.1368	40 hrs/week
GIS Coordinator - PW	25.1945/38.2633	40 hrs/week
Golf Course Superintendent	24.2651/35.0203	Exempt
Grounds Management Crew Chief – Cemetery	18.5580/28.2286	40 hrs/week
Grounds Management Crew Chief – Parks	19.5364/29.0753	40 hrs/week
Human Resources Director	34.2649/50.7704	Exempt
Human Resources Benefits/Risk Mgmt Coordinator	19.6100/30.4434	40 hrs/week

ORDINANCE NO. 9512 (Cont.)

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Human Resources Recruiter	19.6100/30.4434	40 hrs/week
Human Resources Specialist	19.1903/29.6632	40 hrs/week
Information Technology Manager	33.9584/50.0820	Exempt
Legal Secretary	20.1802/27.2731	40 hrs/week
Librarian I	18.2883/25.6853	Exempt
Librarian II	20.2526/28.8054	Exempt
Library Assistant I	12.3507/17.8495	40 hrs/week
Library Assistant II	15.0006/20.6771	40 hrs/week
Library Assistant Director	27.6411/41.9108	Exempt
Library Director	35.6605/51.9403	Exempt
Library Page	7.9040/11.2366 8.0000/11.3326	40 hrs/week
Library Secretary	15.1825/21.5769	40 hrs/week
Maintenance Worker – Golf	15.2398/23.1708	40 hrs/week
Meter Reader Supervisor	18.7488/27.3890	Exempt
MPO Program Manager	24.1900/35.9570	Exempt
Office Manager – Police Department	17.5184/24.6771	40 hrs/week
Parks and Recreation Director	37.5134/54.7930	Exempt
Parks Superintendent	26.2129/38.1401	Exempt
Payroll Specialist	18.3412/26.3055	40 hrs/week
Planning Director	36.7534/53.3309	Exempt
Police Captain	32.1609/45.5589	Exempt
Police Chief	39.5548/56.7241	Exempt
Power Plant Maintenance Supervisor	30.8105/43.5488	Exempt

ORDINANCE NO. 9512 (Cont.)

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Power Plant Operations Supervisor	34.2469/49.0714	Exempt
Power Plant Superintendent – Burdick	37.3294/53.0324	Exempt
Power Plant Superintendent – PGS	43.0351/61.1099	Exempt
Project Manager – Public Works	30.2438/42.5519	Exempt
Public Information Officer	24.0579/35.4724	Exempt
Public Works Director	39.8259/59.1275	Exempt
Public Works Engineer	31.5741/45.6556	Exempt
Receptionist	14.6124/21.9522	40 hrs/week
Recreation Coordinator	19.0905/28.0424	Exempt
Recreation Superintendent	27.6185/41.2440	Exempt
Regulatory and Environmental Manager	30.3109/44.6594	Exempt
Senior Accountant	27.9991/38.9775	Exempt
Senior Electrical Engineer	35.2271/50.8778	Exempt
Senior Public Safety Dispatcher	18.3667/24.2591	40 hrs/week
Senior Utility Secretary	15.6579/22.3584	40 hrs/week
Shooting Range Superintendent	24.3135/36.2336	Exempt
Solid Waste Division Clerk - Full Time	17.0806/22.3412	40 hrs/week
Solid Waste Division Clerk - Part Time	15.2083/20.2869	40 hrs/week
Solid Waste Foreman	19.4289/27.5942	40 hrs/week
Solid Waste Superintendent	27.7256/41.2443	Exempt
Street Superintendent	27.2993/40.1226	Exempt
Street Foreman	21.6740/31.3880	40 hrs/week
Turf Management Specialist	21.8079/30.8715	40 hrs/week

ORDINANCE NO. 9512 (Cont.)

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Utilities Director	65.0835/89.0128	Exempt
Utility Production Engineer	36.0255/53.1054	Exempt
Utility Warehouse Supervisor	24.4887/34.9820	40 hrs/week
Victim Assistance Unit Coordinator	14.4738/20.7240	40 hrs/week
Wastewater Plant Chief Operator	22.2252/30.7296	40 hrs/week
Wastewater Plant Engineer	32.7969/47.7791	Exempt
Wastewater Plant Operations Engineer	31.5741/45.1003	Exempt
Wastewater Plant Maintenance Supervisor	24.3715/32.8181	40 hrs/week
Wastewater Plant Project Manager	30.2436/42.5519	Exempt
Wastewater Plant Regulatory Compliance Manager	25.8665/36.9703	Exempt
Water Superintendent	28.4074/41.4713	Exempt
Water Supervisor	23.5898/34.2437	40 hrs/week
Worker / Seasonal	7.2500 8.0000/20.0000	Exempt
Worker / Temporary	7.2500 8.0000/20.0000	40 hrs/week

A shift differential of \$0.25 per hour shall be added to the base hourly wage for persons in the employee classification Senior Public Safety Dispatcher who work a **complete** shift that begins between 3:00 p.m. and 11:00 p.m. Employees who work full shifts from 11:00 p.m. to 7:00 a.m. will receive a shift differential of \$0.25 per hour. This does not include persons who work the day shift. Shift differential will only be paid for actual hours worked. Paid leave will not qualify for the shift differential pay.

SECTION 2. The currently occupied classifications of employees of the City of Grand Island included under the AFSCME labor agreement, and the ranges of compensation

ORDINANCE NO. 9512 (Cont.)

(salary and wages, excluding shift differential as provided by contract) to be paid for such classifications, and the number of hours and work period which certain such employees included under the AFSCME labor agreement shall work prior to overtime eligibility are as follows:

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Equipment Operator – Streets	16.1640/23.9447	40 hrs/week
Fleet Services Mechanic	18.3122/27.1309	40 hrs/week
Horticulturist	17.5359/26.0270	40 hrs/week
Maintenance Worker – Cemetery	15.7845/23.4024	40 hrs/week
Maintenance Worker – Parks	15.6427/23.2057	40 hrs/week
Maintenance Worker – Streets	15.4192/22.8578	40 hrs/week
Senior Equipment Operator – Streets	17.5883/26.0865	40 hrs/week
Senior Maintenance Worker – Streets	17.5478/26.0264	40 hrs/week
Traffic Signal Technician	17.5072/25.9663	40 hrs/week

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

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Accounting Clerk	15.9556/21.1141	40 hrs/week
Cashier	14.7504/20.0999	40 hrs/week
Custodian	16.4824/19.4635	40 hrs/week
Electric Distribution Crew Chief	31.5374/40.1096	40 hrs/week

ORDINANCE NO. 9512 (Cont.)

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Electric Underground Crew Chief	31.5374/40.1096	40 hrs/week
Engineering Technician I	19.3051/27.6220	40 hrs/week
Engineering Technician II	23.8649/32.7220	40 hrs/week
Instrument Technician	29.2910/38.6958	40 hrs/week
Lineworker Apprentice	20.0501/29.3996	40 hrs/week
Lineworker First Class	29.8350/35.2863	40 hrs/week
Materials Handler	22.9057/30.7045	40 hrs/week
Meter Reader	17.4937/22.8123	40 hrs/week
Meter Technician	23.5203/29.0688	40 hrs/week
Power Dispatcher I	27.7874/38.6353	40 hrs/week
Power Dispatcher II	29.1854/40.5728	40 hrs/week
Power Plant Maintenance Mechanic	27.8819/34.7182	40 hrs/week
Power Plant Operator	31.0740/36.1958	40 hrs/week
Senior Accounting Clerk	17.8912/23.4360	40 hrs/week
Senior Engineering Technician	31.0860/38.0423	40 hrs/week
Senior Materials Handler	27.7582/36.2068	40 hrs/week
Senior Meter Reader	20.7188/24.5907	40 hrs/week
Senior Power Dispatcher	34.7740/47.7197	40 hrs/week
Senior Power Plant Operator	32.7054/41.9272	40 hrs/week
Senior Substation Technician	37.7867/39.1631	40 hrs/week
Senior Water Maintenance Worker	22.7186/29.9152	40 hrs/week
Substation Technician	34.9805/36.3691	40 hrs/week
Systems Technician	30.8277/39.1631	40 hrs/week
Tree Trim Crew Chief		40 hrs/week

ORDINANCE NO. 9512 (Cont.)

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
	27.9451/34.7038	
Utility Electrician	27.2778/35.8483	40 hrs/week
Utility Technician	26.3840/37.1128	40 hrs/week
Utility Warehouse Clerk	20.2102/24.9346	40 hrs/week
Water Maintenance Worker	18.9281/26.1756	40 hrs/week
Wireworker I	21.5148/30.4219	40 hrs/week
Wireworker II	29.8350/35.2863	40 hrs/week

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

Classification	Hourly Pay Range Min/Max	
Police Officer	19.8680/29.2110	
Police Sergeant	24.8667/35.8359	

OVERTIME ELIGIBILITY

The City has reserved its right to the utilization of the 207(k) FLSA exemption and will implement this as the hours of work effective the first full pay period following the execution of the labor agreement. The pay period for purposes of calculating overtime shall consist of a fourteen (14) day cycle that runs concurrent with the City’s current payroll cycle. For purposes of calculating eligibility for overtime, “hours worked” shall include actual hours worked,

ORDINANCE NO. 9512 (Cont.)

vacation, personal leave and holiday hours. Employees shall be eligible for overtime when they exceed their hours scheduled for work in the fourteen (14) day pay cycle with a minimum of eighty (80) hours. There shall also be established for each employee in the bargaining unit a Training and Special Events bank of thirty (30) hours per individual per contract year. Each employee may be scheduled for training or special event duty with a minimum of seven (7) days notice prior to the commencement of the pay period and the training and special events bank hours may be added to the eighty (80) hour, two (2) week pay period up to eighty-six (86) hours and these hours shall not be eligible for overtime. Training and special events hours worked in excess of eighty-six (86) hours in a two week pay period will be eligible for overtime, but will not be subtracted from the Training and Special Events bank. All work completed after eighty (80) hours in a pay period that is performed for work that is funded by grants from parties outside or other than the City of Grand Island, shall be paid overtime for the time worked after eighty (80) hours, if the time is funded at overtime rates by the grant. Any such grant hours are not deducted from the Training and Special Events bank.

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

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Fire Captain	18.7981/26.0650	212 hrs/28 days
Firefighter / EMT	14.0979/20.4591	212 hrs/28 days
Firefighter / Paramedic	15.8872/22.4380	212 hrs/28 days

ORDINANCE NO. 9512 (Cont.)

Life Safety Inspector	21.4104/30.3788	40 hrs/week
Shift Commander	22.7027/29.7114	212 hrs/28 days

IAFF employees, with the exception of the Life Safety Inspector, will be eligible for overtime pay for hours worked in excess of 212 hours in each 28-day pay period, unless recall or mandatory overtime is required as specified in the IAFF labor agreement. When an employee is assigned as an Apparatus Operator (not including ambulance or service vehicles) for an entire 24 hour shift, the employee will receive an additional fifty cents (\$.50) per hour.

SECTION 6. The currently occupied classifications of the employees of the City of Grand Island included under the IBEW-WWTP labor agreement, and the ranges of compensation salary and wages, excluding shift differential as provided by contract, to be paid for such classifications, and the number of hours and work period which certain such employees included under the IBEW-WWTP labor agreement shall work prior to overtime eligibility are as follows:

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Accounting Technician – WWTP	15.9229/22.4051	40 hrs/week
Equipment Operator – WWTP	17.2575/24.2831	40 hrs/week
Maintenance Mechanic I	17.6458/24.8295	40 hrs/week
Maintenance Mechanic II	19.9508/28.0728	40 hrs/week
Maintenance Worker – WWTP	17.8184/25.0723	40 hrs/week
Wastewater Clerk	13.6019/19.1390	40 hrs/week
Wastewater Plant Laboratory Technician	18.8233/26.4862	40 hrs/week
Wastewater Plant Operator I	16.1293/22.6958	40 hrs/week
Wastewater Plant Operator II		40 hrs/week

ORDINANCE NO. 9512 (Cont.)

	18.0341/25.3758
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Employees covered under the IBEW Wastewater Treatment Plant labor agreement who are regularly scheduled to work swing shift will receive an additional 15 cents (\$0.15) per hour; employees who are regularly scheduled to work graveyard shift will receive an additional 25 cents (\$0.25) per hour for wages attributable to those shifts. One lead Maintenance Worker covered under the IBEW Wastewater Treatment Plant labor agreement may receive forty dollars (\$40) per pay period stipend.

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

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Accounting Technician – Streets	16.9739/22.6583	40 hrs/week
Accounts Payable Clerk	15.9842/23.1260	40 hrs/week
Administrative Assistant	16.9879/24.3654	40 hrs/week
Administrative Assistant - Parks	16.2511/23.0955	40 hrs/week
Audio Video Technician	17.0679/24.0784	40 hrs/week
Building Inspector	20.6101/29.2433	40 hrs/week
Building Secretary	15.6842/22.2899	40 hrs/week
Community Development Administrator	18.5072/26.6099	40 hrs/week
Community Development Specialist	16.9879/24.3654	40 hrs/week
Computer Operator	20.5388/26.9996	40 hrs/week
Computer Programmer		40 hrs/week

ORDINANCE NO. 9512 (Cont.)

	22.7577/33.3521	
Computer Technician	21.1549/27.8100	40 hrs/week
Crime Analyst	18.7931/26.6798	40 hrs/week
Electrical Inspector	20.6101/29.2433	40 hrs/week
Emergency Management Coordinator	16.2511/23.0955	40 hrs/week
Engineering Technician – Public Works	20.6353/29.1027	40 hrs/week
Evidence Technician	15.4963/22.6768	40 hrs/week
Finance Secretary	15.6842/22.2899	40 hrs/week
GIS Coordinator	24.0812/33.7908	40 hrs/week
Maintenance Worker I – Building, Library	15.7703/21.3427	40 hrs/week
Maintenance Worker II – Building, Police	16.6192/22.5290	40 hrs/week
Planning Secretary	15.6842/22.2899	40 hrs/week
Planning Technician	21.5251/30.2849	40 hrs/week
Plans Examiner	20.8608/29.5990	40 hrs/week
Plumbing Inspector	20.6101/29.2433	40 hrs/week
Police Records Clerk – Full Time	14.0354/19.5366	40 hrs/week
Public Safety Dispatcher	15.6560/22.8690	40 hrs/week
Shooting Range Operator	21.5681/29.2359	40 hrs/week
Stormwater Technician	20.6353/29.1027	40 hrs/week
Utility Secretary	15.6842/22.2899	40 hrs/week

A shift differential of \$0.15 per hour shall be added to the base hourly wage for persons in the employee classification Public Safety Dispatcher who work a **complete** shift that begins between 3:00 p.m. and 11:00 p.m. Employees who work full shifts from 11:00 p.m. to 7:00 a.m. will receive a shift differential of \$0.25 per hour. This does not include persons who work the day shift. Shift differential will only be paid for actual hours worked. Paid leave will not qualify

ORDINANCE NO. 9512 (Cont.)

for the shift differential pay. A shift differential of \$0.25 per hour shall be added to the base hourly wage for persons who work rotating shifts covered by the IBEW Utilities labor agreement in the employee classifications of Power Dispatcher I, Power Dispatcher II, Power Plant Operator, Senior Power Dispatcher and Senior Power Plant Operator.

SECTION 8. The classification of employees included under labor agreements with the City of Grand Island, and the ranges of compensation (salary and wages, excluding shift differential as provided by contract) to be paid for such classifications, and the number of hours and work period which certain such employees shall work prior to overtime eligibility are as stated above. All employees covered by the IAFF labor agreement, except Life Safety Inspector, will be credited five hundred twenty-five dollars (\$525) annual credit to be used for the purchase of the uniform item purchases as needed. New hires will receive four hundred dollars (\$400) credit for the purchase of initial uniforms. After probation they shall receive an additional five hundred dollars (\$500) for the purchase of a Class A uniform or other items as necessary. All employees of the FOP labor agreement shall be paid a clothing and uniform allowance in addition to regular salary of \$25.00 per pay period. If any such employee covered by the FOP labor agreements shall resign, or his or her employment be terminated for any reason whatsoever, the clothing allowance shall be paid on a prorata basis, but no allowance shall be made for a fraction of a month. New employees covered by the IBEW – Utilities labor agreement who are required to wear full fire retardant (FR) clothing will be eligible for a one-time reimbursement up to \$1,200 to purchase or rent required uniforms. All other employees required to wear full FR clothing will be eligible for reimbursement up to \$600 annually. The non-union position of Meter Reader Supervisor who are required to wear full fire retardant clothing will be eligible for an annual stipend of \$600 to purchase or rent required uniforms.

ORDINANCE NO. 9512 (Cont.)

Those employees who are required to wear partial fire retardant clothing will be eligible for an annual stipend of \$350. Employees will be reimbursed for said purchases with a receipt showing proof of purchase.

Fire Chief and Fire Division Chiefs shall be paid a clothing allowance of \$484.08 per year, divided into 24 pay periods. Police Chief and Police Captains shall be paid a clothing allowance of \$650.00 per year, divided into 26 pay periods.

Non-union employees and employees covered by the FOP labor agreement, the IAFF labor agreement, the IBEW Utilities, Finance, Service/Clerical and Wastewater Treatment Plant labor agreements may receive an annual stipend not to exceed \$1,500 for bilingual pay.

Employees covered by the AFSCME labor agreement shall be granted a meal allowance of \$4.50 if they are required to work two (2) hours overtime consecutively with their normal working hours during an emergency situation, and if such overtime would normally interfere with and disrupt the employee's normal meal schedule. Employees covered by the IBEW - Utilities labor agreement shall be allowed a meal allowance for actual cost, or up to \$7.00 per meal, if they are required to work two (2) hours overtime consecutively with their normal working hours and if such overtime would normally interfere with and disrupt the employee's normal meal schedule. Direct supervisors of employees who are covered by labor agreements which allow overtime meal allowance shall be entitled to the same meal allowance benefit.

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

Utilities Department personnel in the IBEW bargaining unit and the classifications of Meter Reader Supervisor, Power Plant Superintendent, Power Plant Supervisor,

ORDINANCE NO. 9512 (Cont.)

Electric Distribution Superintendent, Electric Distribution Supervisor, Water Superintendent, Water Supervisor, and Electric Underground Superintendent shall be eligible to participate in a voluntary uniform program providing an allowance up to \$18.00 per month. When protective clothing is required for Utilities Department and Wastewater Treatment Plant personnel covered by the IBEW labor agreements and employees covered by the AFSCME labor agreement, except the Fleet Services Division of the Public Works Department, the City shall pay 60% of the actual cost of providing and cleaning said clothing and the employees 40% of said cost. Full-time Fleet Services personnel shall receive a uniform allowance of \$12 biweekly. Public Works Department personnel in the job classifications of Fleet Services Shop Foreman and Fleet Services Mechanic shall receive a tool allowance of \$15 biweekly. The City will reimburse 60% of the actual cost of providing up to 2 pairs of steel toe or safety toe boots that meets the ANSI standard per contract year for employees covered by the IBEW Wastewater Treatment Plant labor agreement.

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

(A) All employees covered in the IBEW Utilities labor agreements shall be paid for forty-seven percent (47%) of their accumulated medical leave at the time of their retirement, early retirement, or death, not to exceed four hundred eighty-eight and one third hours (calculated at $47\% \times 1,039 \text{ hours} = 488.33 \text{ hours}$), the rate of compensation to be based on the employee's salary at the time of retirement or death. Employees covered in the IAFF labor agreement, with the exception of Life Safety Inspector, shall have a contribution to a VEBA made on their behalf in lieu of payment for thirty-eight percent (38%) of their accumulated medical leave at the time of their retirement, not to exceed five hundred ninety-

ORDINANCE NO. 9512 (Cont.)

eight and eighty-eight hundredths hours (calculated at $38\% \times 1,576$ hours = 598.88 hours). The Life Safety Inspector shall have a contribution to a VEBA made on their behalf in lieu of payment for fifty percent (50%) of their accumulated medical leave at the time of their retirement, not to exceed five hundred forty-two hours (calculated at $50\% \times 1,084 = 542$). The amount of contribution will be based upon the employee's salary at the time of retirement. Employees covered by the IBEW Service/Clerical, IBEW Finance, and IBEW Wastewater Treatment Plant labor agreements shall have a contribution to a VEBA made on their behalf in lieu of payment for twenty-five percent (25%) of their accumulated medical leave at the time of retirement or death, based on the employee's salary at the time of retirement not to exceed 334.75 hours (calculated at $25\% \times 1,339$ hours = 334.75 hours.) Non-union employees shall have a contribution to a VEBA made on their behalf in lieu of payment for fifty percent (50%) of their accumulated medical leave at the time of their retirement, not to exceed five hundred forty-two hours (calculated at $50\% \times 1,084 = 542$). The amount of contribution will be based upon the employee's salary at the time of retirement. Employees hired before October 1, 2014 covered by the AFSCME labor agreement shall be paid thirty-five (35%) of their accumulated medical leave bank at the time of their retirement, based on the employee's salary at the time of retirement not to exceed four hundred sixty-eight and sixty-five hundredths hours (calculated at $35\% \times 1339$ hours = 468.65 hours). Employees hired on or after October 1, 2014, covered by the AFSCME labor agreement will not receive compensation at retirement for unused medical leave. All employees

ORDINANCE NO. 9512 (Cont.)

covered under the FOP labor agreement shall be paid thirty-seven and one-half percent (37.5%) of their accumulated medical leave bank at the time of their retirement, not to exceed four hundred eighty hours (calculated at 37.5% x 1,280 hours = 480 hrs.), based on the employee's salary at the time of retirement. If death occurs while in the line of duty, employees covered under the FOP labor agreement shall be paid fifty percent (50%) of their accumulated medical leave bank at the time of their death, not to exceed six hundred forty hours (50% x 1,280 hours = 640 hrs.), based on the employee's salary at the time of their death.

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

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

SECTION 10. Non-union employees shall have a contribution made on their behalf to their VEBA account in the amount of \$30.00 per pay period. Employees represented by the IBEW Service/Clerical, IBEW Wastewater Treatment Plant, and IBEW Finance labor agreements shall have a contribution made on their behalf to the VEBA account of \$15 per pay period. Employees represented by the IBEW Utilities labor agreement shall have a contribution made on their behalf to their VEBA account in the amount of \$20.00 per pay period. Employees

ORDINANCE NO. 9512 (Cont.)

represented by the IAFF labor agreement shall have a contribution made on their behalf to the VEBA account of \$10 per pay period.

SECTION 11. The validity of any section, subsection, sentence, clause, or phrase of this ordinance shall not affect the validity or enforceability of any other section, subsection, sentence, clause, or phrase thereof.

SECTION 12.-The adjustments identified herein shall be effective on the date of passage and publication in pamphlet form in one issue of the Grand Island Independent as provided by law effective January 1, 2015. ~~effective October 6, 2014.~~

SECTION 13. Those portions of Ordinance No. 9503 and all other parts of ordinances in conflict herewith be, and the same are, hereby repealed.

Enacted: November 25, 2014

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, November 25, 2014

Council Session

Item G-1

Approving Minutes of November 12, 2014 City Council Regular Meeting

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING

November 12, 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 November 12, 2014. Notice of the meeting was given in *The Grand Island Independent* on November 5, 2014.

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

INVOCATION was given by Pastor Sheri Lodel, Calvary Lutheran Church, 1304 North Custer Avenue followed by the PLEDGE OF ALLEGIANCE.

Mayor Vavricek introduced Community Youth Council member Allie Richardson.

PRESENTATIONS AND PROCLAMATIONS:

Proclamation "Homeless Hunger and Awareness Week" November 16-22, 2014. Mayor Vavricek proclaimed the week of November 16-22, 2014 as "Homeless Hunger and Awareness Week". Heather Cline-Ford representing Central Nebraska Community Services, Lex Ann Roach representing the Crisis Center and Karla McGeorge representing Hope Harbor were present to receive the proclamation.

CONSENT AGENDA: Motion by Donaldson, second by Nickerson to approve the Consent Agenda excluding items G-5 (#2014-340) and G-7 (#2014-342). Upon roll call vote, all voted aye. Motion adopted.

Approving Minutes of October 28, 2014 City Council Regular Meeting.

Approving Request for Liquor Manager Designation for Michelle Sheehan, 1510 N. Broadwell Avenue with Fiesta Latina/The Club, 2815 South Locust Street.

Approving Request for Liquor Manager Designation for Barry Hopkins, 2212 W. Anna Street with Elks BPO Lodge 604, 631 South Locust Street.

#2014-339 - Approving Bid Award for Delta Street Drainage; Project No. 2014-D-1 with The Diamond Engineering Company of Grand Island, NE in an Amount of \$43,571.05.

#2014-340 - Approving Concurrence of Bid Award to Paulsen, Inc. for Capital Avenue Widening; Webb Road to Broadwell Avenue in an Amount of \$7,086,573.25 of which \$3,638,725.50 is Local Funding. Paul Wicht, 1708 Cherry Drive cautioned the Council regarding accepting the bid. Public Works Director John Collins stated this was a federally funded project with the Nebraska Department of Roads as the lead agency and that they bid this project.

Motion by Minton, second by Stelk to approve Resolution #2014-340. Upon roll call vote, all voted aye. Motion adopted.

#2014-341 - Approving Bid Award for One (1) 2015 Model Tracked Waste Handler Dozer for the Solid Waste Division of the Public Works Department with NMC, Inc. of Doniphan, NE in an Amount of \$721,125.00.

#2014-342 - Approving Amendment No. 1 to Agreement for Engineering Consulting Services Related to Husker Highway Sanitary Sewer Tap District No. 531T with Olsson Associates of Grand Island, NE in an Amount of \$147,221.00. Discussion was held regarding the dollar amount of this amendment. Public Works Director John Collins stated this was a Request for Qualification (RFQ) process and not a Request for Proposal (RFP). They didn't know how much work would be entailed. Questioned was a tap district for residential property. Mr. Collins stated the tap would be at the end of the district.

Motion by Minton, second by Stelk to approve Resolution #2014-342. Upon roll call vote, all voted aye. Motion adopted.

#2014-343 - Approving 36 Month Copier Lease and Maintenance Agreement with Capital Business Systems, Inc. of Grand Island, NE.

#2014-344 - Approving Redemption of General Obligation Refunding Bonds, Series 2009.

PAYMENT OF CLAIMS:

Motion by Gilbert, second by Gericke to approve the Claims for the period of October 29, 2014 through November 12, 2014, for a total amount of \$10,257,848.97. Unanimously approved.

ADJOURNMENT: The meeting was adjourned at 7:22 p.m.

RaNae Edwards
City Clerk



City of Grand Island

Tuesday, November 25, 2014

Council Session

Item G-2

#2014-345 - Approving Bid Award for Performance Testing of Air Quality Control System

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

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

Meeting Date: November 25, 2014

Subject: AQCS Performance and Emissions Monitor Certification
Testing at Platte Generating Station

Item #'s: G-2

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

Background

On December 21, 2011, EPA released the Mercury and Air Toxics Standards (MATS), requiring the maximum achievable control technology for mercury and other hazardous pollutants from electric generating units, with a compliance date of March 2015, although an additional one year for compliance may be granted by individual states. The City of Grand Island hired Kiewit Engineering to study the best options available to meet the MATS requirements. Kiewit developed a specification for an Engineering Procurement Contract (EPC) and it was publicly bid.

On January 8, 2013, Council approved and the City of Grand Island entered in to an Engineering Procurement Contract with AMEC of Tucker, Georgia, to install a scrubber, baghouse, and mercury removal system at the Platte Generating Station for \$41,189,331.00. Performance testing of the new control equipment is required to assure the guarantees for emissions, power and water consumption are met by AMEC. The contract specifies Grand Island Utilities Department is to hire the testing firm with specifications developed by AMEC, Kiewit Engineering, and plant staff.

Discussion

The specifications for the AQCS Performance and Emissions Monitor Certification Testing at Platte Generating Station were advertised and issued for bid in accordance with the City Purchasing Code. Bids were publicly opened on October 30, 2014. The engineer's estimate for this project was \$120,000.00.

Bidder	Material	Labor	Taxes	Bid Price
Airtech Environmental Services, Inc. Arvada, CO	\$32,296.00	\$ 49,364.00	\$5,716	\$ 87,376.00
Grace Consulting Plainfield, IN		\$ 95,900.00		\$ 95,900.00
Mostardi Platt Environmental Elmhurst, IL	\$ 4,870.00	\$106,342.00		\$ 111,212.00
Clean Air Engineering Palatine, IL	\$97,053.04	\$ 37,351.96		\$ 134,405.00

The bids were reviewed by Utility Plant Staff. The taxes on the Airtech Environmental Services, Inc. bid were adjusted to include tax for materials only in the amount of \$2,261.00, for a total adjusted bid price of \$83,921.00. It is otherwise compliant with 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 AQCS Performance and Emissions Monitor Certification Testing at Platte Generating Station to Airtech Environmental Services, Inc., of Arvada, Colorado, as the low responsive bidder, with the bid in the amount of \$83,921.00.

Sample Motion

Move to approve the bid in the amount of \$83,921.00, from Airtech Environmental Services, Inc., for the AQCS Performance and Emissions Monitor Certification Testing at Platte Generating Station.



Stacy Nonhof, Purchasing Agent

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Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: October 30, 2014 at 2:00pm
FOR: AQCS Performance & Emissions Monitor Certification Testing
DEPARTMENT: Utilities
ESTIMATE: \$120,000.00
FUND/ACCOUNT: 520
PUBLICATION DATE: October 18, 2014
NO. POTENTIAL BIDDERS: 9

SUMMARY

Bidder:	<u>Clean Air Engineering</u> Palatine, IL	<u>Grace Consulting</u> Plainfield, IN
Bid Security:	Cashier's Check	Cashier's Check
Exceptions:	None	Noted
Bid Price:		
Material:	\$97,053.04	No Bid
Labor:	\$37,351.96	\$95,900.00
Sales Tax:	---	---
Total:	<u>\$134,405.00</u>	<u>\$95,900.00</u>

Bidder:	<u>Airtech Environmental Services, Inc.</u> Elk Grove, IL	<u>Mostardi Platt Environmental</u> Elmhurst, IL
Bid Security:	Cashier's Check	Cashier's Check
Exceptions:	None	Noted
Bid Price:		
Material:	\$32,296.00	\$ 4,870.00
Labor:	\$49,364.00	\$106,342.00
Sales Tax:	<u>\$ 5,716.00</u>	---
Total:	<u>\$87,376.00</u>	<u>\$111,212.00</u>

cc: Tim Luchsinger, Utilities Director
Mary Lou Brown, City Administrator
Jaye Monter, Finance Director

Emily Muth, Utilities
Karen Nagel, Utilities
Stacy Nonhof, Assistant City Attorney

P1777

RESOLUTION 2014-345

WHEREAS, the City of Grand Island invited sealed bids for Air Quality Control System Performance and Emissions Monitor Certification Testing, according to plans and specifications on file with the Utilities Department; and

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

WHEREAS, Airtech Environmental Service, Inc., of Arvada, Colorado, 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 \$83,921.00; and

WHEREAS, the bid of Airtech Environmental Services, Inc., is less than the estimate for the Air Quality Control System Performance and Emissions Monitor Certification Testing.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Airtech Environmental Services, Inc., in the amount of \$83,921.00, for Air Quality Control System Performance and Emissions Monitor Certification Testing, is hereby approved as the lowest responsible bid and that and the Mayor is hereby authorized to, on behalf of the City, execute the Contract between the City of Grand Island and Airtech Environmental Services, Inc.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 25, 2014.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form ✕ _____
November 21, 2014 ✕ City Attorney



City of Grand Island

Tuesday, November 25, 2014

Council Session

Item G-3

**#2014-346 - Approving Bid Award - Tree Trimming/Removal
Contract 2015-TT-1 for the Utilities Department**

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

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

Meeting: November 25, 2014

Subject: Tree Trimming and Removal Contract 2015-TT-1

Item #'s: G-3

Presenter(s): Timothy Luchsinger, Utilities Director

Background

Specifications for Contract 2015-TT-1 were prepared for tree trimming and tree removal work throughout the Utilities Department's electrical distribution service area. The project provides for private firms to help maintain the proper clearances between power lines and trees for safe operation of the system.

The attached drawings show the nine sections for tree trimming and the one bid section for tree removals by outside contractors for this fiscal year.

Discussion

The contract's bid documents were publicly advertised and sent to eleven potential firms. The bids were opened at 2:00 p.m. on November 13, 2014 in accordance with City Procurement Codes. Bids were received from two firms that have previously worked on City projects. The engineer's estimate for this contract is \$150,000.

The total bid for all ten sections was:

Leetch Tree Service
Grand Island NE
\$142,265.00

Asplundh Tree Expert Co.
Urbandale, IA 50322
\$297,656.00

The bid from Asplundh Tree Expert Company contained exceptions. These dealt with the contract's insurance requirements and standard wording in the City's Division 1, General Specifications which are a part of all contracts. These exceptions were reviewed, and as per the Assistant City Attorney, the specifications and the insurance requirements have been approved by Council, and could not be modified without 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

It is recommended the Council award the Tree Trimming and Removal Contract 2015-TT-1, for all ten sections to Leetch Tree Service of Grand Island, Nebraska, in the amount of \$142,265.00.

Sample Motion

Move to award Tree Trimming Contract 2015-TT-1 to Leetch Tree Service of Grand Island, Nebraska, in the amount of \$142,265.00.



Stacy Nonhof, Purchasing Agent

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BID OPENING

BID OPENING DATE: November 13, 2014 at 2:00 pm
FOR: Tree Trimming/Removal Contract 2015-TT-1
DEPARTMENT: Utilities
ESTIMATE: \$150,000.00
FUND/ACCOUNT: 520
PUBLICATION DATE: October 13, 2014
NO. POTENTIAL BIDDERS: 10

SUMMARY

Bidder:	<u>Leetch Tree Service</u> Grand Island, NE	<u>Asplundh Tree Expert Co.</u> Grand Island, NE
Bid Security:	Western Surety Co.	Travelers Casualty & Surety Co.0
Exceptions:	None	Noted
Bid Price:		
Section 1:	\$28,970.00	\$70,305.00
Section 2:	\$ 9,800.00	\$37,485.00
Section 3:	\$18,645.00	\$49,718.00
Section 4:	\$18,400.00	\$44,378.00
Section 5:	\$ 9,800.00	\$24,346.00
Section 6:	\$15,900.00	\$21,956.00
Section 7:	\$ 6,700.00	\$12,219.00
Section 8:	\$14,350.00	\$13,788.00
Section 9:	\$ 4,700.00	\$ 8,445.00
Section 10:	<u>\$15,000.00</u>	<u>\$15,015.00</u>
Total:	<u>\$142,265.00</u>	<u>\$297,656.00</u>

cc: Tim Luchsinger, Utilities Director
Mary Lou Brown, City Administrator
Christy Leshner, PCC Utilities Secretary

Jaye Monter, Finance Director
Stacy Nonhof, Assistant City Attorney

P1774

RESOLUTION 2014-346

WHEREAS, the City of Grand Island invited sealed bids for Tree Trimming/Removal Project 2015-TT-1 for the Utilities Department, according to the plans and specifications on file with the Utilities Department; and

WHEREAS, on November 13, 2014, bids were received, opened and reviewed; and

WHEREAS, the requested work has been divided into ten sections in order to achieve the best and lowest cost, and to expedite the completion of the work; and

WHEREAS, Leetch Tree Service of Grand Island, Nebraska, submitted a bid in accordance with the terms of the advertisement of bids and the plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$ 142,265.00, for all ten sections of the contract; and

WHEREAS, the total of the lowest bid for the above listed ten sections represents the lowest responsible bid for said project.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Leetch Tree Service in the amount of \$142,265.00 for all ten sections of the contract is hereby approved as the lowest responsive bid submitted for all sections; and the Mayor is hereby authorized to execute such contract on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 25, 2014.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
November 21, 2014	☐ City Attorney



City of Grand Island

Tuesday, November 25, 2014

Council Session

Item G-4

**#2014-347 - Approving Bid Award - Contract # 14-PCC-02 -
Purchase of Substation Power Transformer**

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

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

Meeting: November 25, 2014

Subject: Contract #14-PCC-02 - Substation Power Transformer

Item #'s: G-4

Presenter(s): Tim Luchsinger, Utilities Director

Background

As of last year, the Utilities Department had four GE Substation transformers manufactured in 1968 still in service. These transformers are the oldest of the substation transformer fleet. One of those transformers had been showing some signs of age and potential failure and, as a result of some concerning test results, this transformer was taken out of service late last summer. During the winter of 2013-2014, the transformer was replaced with a spare transformer in stock. Due to the cost of substation transformers, keeping more than one spare in stock is not economically feasible. Since all four transformers are nearing 50 years old, department staff has made the decision to proactively replace the remaining three transformers over the next three to four years.

Discussion

The request for bids was advertised in accordance with City procurement requirements. Specifications were sent to eight regional distributors. Bids were publicly opened at 2:00 p.m. on November 12, 2014. The engineer's estimate for this specification is \$950,000. Listed below is a tabulation of the bids received:

<u>Bidder</u>	<u>Exceptions</u>	<u>Bid Price</u>	<u>Evaluated Bid Price</u>
Delta Star, Inc.	Noted	\$839,950.00	\$898,747.00
Howard Industries, Inc.	None	\$810,187.00	\$867,187.00
SPX Transformer Solutions, Inc.	Noted	\$842,301.86	\$842,301.86
JSHP Transformer	None	\$818,700.00	\$818,700.00
PDS, Inc.	None	\$731,088.20	\$731,088.20
Professional Electric	Noted	\$913,446.00	\$679,086.00
WEG Electric Corp.	None	\$636,650.00	\$636,650.00

All bids were evaluated by Department personnel. The lowest bid submitted was from WEG Electric Corporation of Duluth, Georgia, in the amount of \$636,650.00. Several references were contacted during review of the bid and all references indicated a positive experience.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve Contract #14-PCC-02 for Substation Power Transformer, with WEG Electric Corporation of Duluth, Georgia, in the amount of \$636,650.00.

Sample Motion

Move to approve Contract #14-PCC-02 for Substation Power Transformer, with WEG Electric Corporation in the amount of \$636,650.00.



Stacy Nonhof, Purchasing Agent

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BID OPENING

BID OPENING DATE: November 12, 2014 at 2:00 p.m.
FOR: Substation Power Transformer, Contract #14-PCC-02
DEPARTMENT: Utilities
ESTIMATE: \$950,000.00
FUND/ACCOUNT: 520
PUBLICATION DATE: October 14, 2014
NO. POTENTIAL BIDDERS: 8

SUMMARY

Bidder:	<u>JSHP Transformer</u> San Jose, CA	<u>Delta Star, Inc.</u> Lynchburg, VA
Bid Security:	The Insurance Co.	Fidelity & Deposit Co.
Exceptions:	None	Noted
Bid Price:	\$818,700.00	\$839,950.00
Bidder:	<u>PDS, Inc.</u> Omaha, NE	<u>SPX Transformer Solutions, Inc.</u> Waukesha, WI
Bid Security:	Liberty Mutual Ins. Co.	Liberty Mutual Ins. Co.
Exceptions:	None	Noted
Bid Price:	\$731,088.20	\$842,301.86
Bidder:	<u>Professional Electric</u> Akron, OH	<u>WEG Electric Corp.</u> Duluth, GA
Bid Security:	Great American Ins. Co.	Insurance Co. of the State of PA
Exceptions:	Noted	None
Bid Price:	\$913,446.00	\$636,650.00

Bidder: Howard Industries, Inc.
Laurel, MS
Bid Security: **Liberty Mutual Ins. Co.**
Exceptions: **None**
Bid Price: **\$810,455.00**

cc: Tim Luchsinger, Utilities Director
Mary Lou Brown, City Administrator
Stacy Nonhoff, Purchasing Agent
Travis Burdett, Assist. Utilities Director

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

P1771

RESOLUTION 2014-347

WHEREAS, the City of Grand Island invited sealed bids for a Power Transformer, according to plans and specifications on file with the Utilities Department; and

WHEREAS, on November 12, 2014, bids were received, opened and reviewed; and

WHEREAS, WEG Electric Corporation of Duluth, Georgia, 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 \$ 636,650.00; and

WHEREAS, the bid of WEG Electric Corporation is less than the estimate for the Power Transformer.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of WEG Electric Corporation of Duluth, Georgia, in the amount of \$636,650.00, for the Power Transformer, is hereby approved as the lowest responsible bid, and the Mayor is hereby authorized to sign the contract on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 25, 2014.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
November 21, 2014	☐ City Attorney



City of Grand Island

Tuesday, November 25, 2014

Council Session

Item G-5

#2014-348 - Approving Lease Agreement for Billboard with Tri-City Sign Company

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

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

Meeting: November 25, 2014

Subject: Approving Lease Agreement for Billboard with Tri-City Sign Company

Item #'s: G-5

Presenter(s): Timothy Luchsinger, Utilities Director

Background

The Utilities Department owns property at 2410-2412 S. Webb Road which was purchased in the 1960's to allow the construction of power lines to serve the original Case New Holland facility. Included with this property were two advertising billboards which have had land leases with the Utilities Department to allow for the use of this property footprint.

Discussion

A five year renewal of the land lease for the sign at 2410 S. Webb Road was negotiated by Department Staff and the terms are considered consistent with market conditions for this type of lease.

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 land lease with Tri-City Sign Company for an advertising billboard at 2410 S. Webb Road.

Sample Motion

Move to approve the land lease with Tri-City Sign Company for an advertising billboard at 2410 S. Webb Road.

Land Lease

This Land Lease made and executed this 25th day of November, 2014, by and between the City of Grand Island, hereinafter referred to as “Lessor,” and Tri-City Sign Company, hereinafter referred to as “Lessee.”

WITNESSETH:

WHEREAS, Lessee is the owner of a roadside advertising sign at 2410 S. Webb Road, Grand Island, Nebraska; and

WHEREAS, Lessee is desirous of leasing the right to maintain such sign upon the real estate owned by the Lessor for the term and upon the conditions hereinafter set forth; and

WHEREAS, Lessor is willing to lease unto the Lessee the right to maintain a roadside advertising sign upon the terms hereinafter set forth it is agreed:

1. Description of Real Estate. For the term hereinafter specified and upon performance of all conditions hereinafter set forth, Lessor hereby leases unto the Lessee the right to maintain, repair and replace one roadside advertising sign upon the real estate described as:

The southerly boundary of the southerly 40 feet of that portion of the NE ¼ of the NE ¼ , of Section 25-11-10 which lies east of the right-of-way of U.S. Highway 281 and west of the right-of-way of Webb Road, Hall County, Nebraska.

Said sign shall not be increased in height or width without consent of the owner of the property.

2. Term. The term of this lease shall commence December 1, 2014, and shall end on November 30, 2019.
3. Rent. As rent for the right to maintain a roadside advertising sign upon the Lessor’s real estate as above described, Lessee shall pay to the Lessor the sum of One Thousand Two Hundred Dollars and no cents (\$1,200.00) per year, receipt of the first such payment being hereby acknowledged by the Lessor, and the balance of such lease payments being due and payable in advance of the 1st day of December each year during the term of this lease. The Lessee shall also maintain a current electric service account for the electric meter located at this address.
4. Assignability. This Land Lease may be freely assigned by the Lessee to such parties as it may determine from time to time so long as all rent to the date of such assignment shall have been paid and all other provisions herein set forth to be performed by the Lessee shall be fully performed.

5. Preservation of Real Estate. Lessee shall during the term of this Land Lease, take reasonable care to enter upon the real estate in such a manner for the purpose of maintaining, repairing or replacing the roadside advertising sign that Lessor's real estate, crops and improvements located thereon are not damaged, and in the event it shall become necessary to enter upon the real estate in such a fashion as to cause damage to such real estate, crops or improvements, Lessee shall be obligated to place such real estate in the condition as it was in prior to such entry.

6. Privity of Estate and Contract. Any subsequent assignee of the rights afforded to the Lessee under this Land Lease shall be deemed as though such Assignee shall have personally executed this Land Lease with the Lessor and upon notice of such Assignment being given in writing to the Lessor, the Assignor shall be deemed to have been released from any further obligations and rights in respect to this Land Lease.

7. Compliance with Law. Lessee shall comply with all requirements of federal, state, and local law in connection with the placement and maintenance of the roadside advertising sign to be placed upon the real estate hereby leased.

8. Default. In the event of any default of the Lessee in the performance of the requirements of this Lease or in the payment of the rent herein provided, the Lessor may cause the roadside advertising sign herein to be placed upon the real estate to be immediately removed at the cost and expense of the Lessee.

9. Binding Effect. This Land Lease shall be binding upon and shall inure to the benefit of the parties hereto, their heirs, successors, legal representatives and assigns.

IN WITNESS WHEREOF, the undersigned have executed this Land Lease on the date first noted above and in the event any party hereto shall be a duly formed corporation or partnership, the execution hereof by its officer or representative has been duly authorized.

Attest: THE CITY OF GRAND ISLAND, NEBRASKA,
A Municipal Corporation,

City Clerk

By _____ (Lessor)
Mayor

TRI-CITY SIGN COMPANY

By _____ (Lessee)
It's _____

STATE OF NEBRASKA)
) ss:
COUNTY OF HALL)

Before me, a Notary Public, qualified in said County, personally came Jay Vavricek, Mayor of the City of Grand Island, Nebraska, a corporation, known to me to be the Mayor, and identical person who signed the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed as such officer and voluntary act and deed of said corporation.

Witness my hand and Notarial seal on _____, 2014.

Notary Public

STATE OF NEBRASKA)
) ss:
COUNTY OF HALL)

Before me, a Notary Public, qualified in said County, personally came _____ of Tri-City Sign Company, known to me to be the same identical person who signed the foregoing instrument, and acknowledged the execution thereof to be his/her voluntary act and deed as such officer and the voluntary act and deed of said corporation.

Witness my hand and Notarial seal on _____, 2014.

Notary Public

RESOLUTION 2014-348

WHEREAS, the Utilities Department owns property at 2410 – 2412 South Webb Road which was purchased in the 1960's to allow for the construction of power lines to serve the original Case New Holland facility; and

WHEREAS, included with this property were two advertising billboards which have had land leases with the Utilities Department to allow for the use of this property; and

WHEREAS, a five year renewal of the land lease for the sign at 2410 S. Webb Road was negotiated by Utilities Department Staff and the terms are considered consistent with market conditions for this type of lease.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Land Lease with Tri-City Sign Company for an advertising billboard at 2410 S. Webb Road is hereby approved, and the Mayor is hereby authorized to sign the Lease on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 25, 2014.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
November 21, 2014	☐ City Attorney



City of Grand Island

Tuesday, November 25, 2014

Council Session

Item G-6

**#2014-349 - Approving State Bid Award for One (1) 2015
Chevrolet Traverse All Wheel Drive for the Engineering Division
of the Public Works Department**

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

Council Agenda Memo

From: Terry Brown PE, Assistant Public Works Director

Meeting: November 25, 2014

Subject: Approving State Bid Award for One (1) 2015 Chevrolet Traverse All Wheel Drive for the Engineering Division of the Public Works Department

Item #'s: G-6

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

Background

The Engineering Division of the Public Works Department budgeted for a passenger vehicle to be used for City employee (both within and outside the department) travel throughout the City and to be used as a general work vehicle to carry groups to inspect project sites and training, conferences, etc. The approved FY 2014/2015 budget includes \$26,665.00 in funds for the purchase.

Discussion

The vehicle specifications awarded under State of Nebraska Contract #14151 OC meet all of the requirements for the Engineering Division vehicle. Sid Dillon of Wahoo, Nebraska submitted a bid with no exceptions in the amount of \$24,933.00. There are sufficient funds for this purchase in Account No. 10033001-85625.

This vehicle will replace a 2005 Chevy Impala (pictured below), which has 55,341 miles and has required frequent repairs over the last few years and is not considered reliable. During the 2008 flood this vehicle was stuck in flood waters while being used to check areas of town. The 2005 Chevy Impala will be sold at the next Police Auction.



Alternatives

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

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

Recommendation

Public Works Administration recommends that the Council approve the State Bid Award to Sid Dillon of Wahoo, Nebraska in the amount of \$24,933.00 for one (1) 2015 Chevrolet Traverse All Wheel Drive vehicle for the Engineering Division of the Public Works Department.

Sample Motion

Move to approve the resolution.

RESOLUTION 2014-349

WHEREAS, the Engineering Division of the Public Works Department for the City of Grand Island, budgeted for a vehicle in the 2014/2015 fiscal year; and

WHEREAS, said vehicle, a 2015 Chevrolet Traverse All Wheel Drive, can be obtained from the State Contract holder; and

WHEREAS, purchasing the vehicle from the State Contract holder meets all statutory bidding requirements; and

WHEREAS, the funding for such vehicle is provided in the 2014/2015 budget.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the purchase of a 2015 Chevrolet Traverse All Wheel Drive in the amount of \$24,933.00 from the State Contract holder, Sid Dillion of Wahoo, Nebraska, is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 25, 2014.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
November 21, 2014	☐ City Attorney



City of Grand Island

Tuesday, November 25, 2014

Council Session

Item G-7

#2014-350 - Approving Acquisition of Permanent Easement for South Blaine Street Bridge Replacements; Project No. 2014-B-1 (William H. Baasch)

This item relates to the aforementioned Public Hearing item E-4.

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

RESOLUTION 2014-350

WHEREAS, a permanent easement is required by the City of Grand Island, from William H. Baasch, within the Southeast Quarter of Section 29, Township 11 North, Range 9 West, City of Grand Island, Hall County, Nebraska and more particularly described as follows:

BEGINNING AT THE EASTERLY MOST CORNER OF THE EAST HALF OF SAID LOT 8, THENCE S42°41'46"W A DISTANCE OF 25.91 FEET; THENCE N34°54'25"W A DISTANCE OF 36.92 FEET; THENCE N42°41'46"E A DISTANCE OF 25.91 FEET; THENCE S34°54'25"E ALONG WEST BLAINE STREET RIGHT-OF-WAY LINE A DISTANCE OF 36.92 FEET TO THE POINT OF BEGINNING. CONTAINING AN AREA OF 934.42 SQUARE FEET OR 0.021 ACRES MORE OR LESS.

AND

BEGINNING AT THE SOUTHERLY MOST CORNER OF THE EAST HALF OF SAID LOT 6, THENCE N34°54'25"W ALONG THE EAST BLAINE STREET RIGHT-OF-WAY LINE A DISTANCE OF 37.95 FEET; THENCE N42°41'46"E A DISTANCE OF 28.12 FEET; THENCE S34°54'25"E A DISTANCE OF 37.95 FEET; THENCE S42°41'46"W A DISTANCE OF 28.12 FEET TO THE POINT OF BEGINNING. CONTAINING AN AREA OF 1,042.26 SQUARE FEET OR 0.024 ACRES MORE OR LESS.

WHEREAS, an Agreement for the permanent 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 permanent 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, November 25, 2014.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
November 21, 2014	☐ City Attorney

PERMANENT EASEMENT

CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA



PERMANENT EASEMENT DESCRIPTION (WEST SIDE OF BLAINE STREET)

A PERMANENT EASEMENT, A TRACT OF LAND LOCATED IN RIVERSIDE FARM SUBDIVISION IN THE EAST HALF OF LOT 8, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 11 NORTH, RANGE 9 WEST OF THE SIXTH PRINCIPAL MERIDIAN IN HALL COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE EASTERLY MOST CORNER OF THE EAST HALF OF SAID LOT 8, THENCE S42°41'46"W, A DISTANCE OF 25.91 FEET; THEN N34°54'25"W, A DISTANCE OF 36.92 FEET; THENCE N42°41'46"E, A DISTANCE OF 25.91 FEET; THENCE S 34°54'25"E, ALONG WEST BLAINE STREET RIGHT OF WAY LINE, A DISTANCE OF 36.92 FEET TO THE POINT OF BEGINNING. CONTAINING AN AREA OF 934.42 SQUARE FEET, 0.021 ACRES.

PERMANENT EASEMENT DESCRIPTION (EAST SIDE OF BLAINE STREET)

A PERMANENT EASEMENT, A TRACT OF LAND LOCATED IN RIVERSIDE FARM SUBDIVISION IN THE EAST HALF OF LOT 6, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 11 NORTH, RANGE 9 WEST OF THE SIXTH PRINCIPAL MERIDIAN IN HALL COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHERLY MOST CORNER OF THE EAST HALF OF SAID LOT 6, THENCE N34°54'25"W, ALONG THE EAST BLAINE STREET RIGHT OF WAY LINE, A DISTANCE OF 37.95 FEET; THEN N42°41'46"E, A DISTANCE OF 28.12 FEET; THENCE S34°54'25"E, A DISTANCE OF 37.95 FEET; THENCE S42°41'46"W, A DISTANCE OF 28.12 FEET TO THE POINT OF BEGINNING. CONTAINING AN AREA OF 1,042.26 SQUARE FEET, 0.024 ACRES.

LEGEND

- WOOD RIVER CENTERLINE
- PROPERTY LINE
- XXXXXX PERMANENT EASEMENT AREA

LOCATION MAP

NOT TO SCALE



CERTIFICATION

I, JOHN R. EGGER, A PROFESSIONAL REGISTERED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF NEBRASKA, CERTIFY THAT THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION ON OCTOBER 5TH, 2014. I FURTHER CERTIFY THAT THE INFORMATION SHOWN IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. ALL DISTANCES SHOWN ARE REPRESENTED IN FEET AND DECIMALS OF A FOOT.

EXHIBIT	PROJECT NO: 110919.00
1	DRAWN BY: TAG
	DATE: 09/15/2014

BLAINE STREET BRIDGE REPLACEMENT NO. 2014-B-1
GRAND ISLAND, NEBRASKA





City of Grand Island

Tuesday, November 25, 2014

Council Session

Item G-8

#2014-351 - Approving Temporary Construction Easements for South Blaine Street Bridge Replacements; Project No. 2014-B-1 (William H. Baasch)

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

Council Agenda Memo

From: Terry Brown PE, Assistant Public Works Director

Meeting: November 25, 2014

Subject: Approving Temporary Construction Easements for South Blaine Street Bridge Replacements; Project No. 2014-B-1 (William H. Baasch)

Item #'s: G-8

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

Background

This bridge project will replace the north bridge structure with two (2) box culverts and the south bridge structure with two (2) Arch RCP culvert pipes. The roadway will also be widened to improve traffic flow.

Temporary Construction easements are needed to accommodate the construction activities for South Blaine Street Bridge Replacements; Project No. 2014-B-1, which must be approved by City Council. The temporary construction easements will allow for the drainage improvements to this area.

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

Discussion

Temporary construction easements are needed from one (1) property owner for South Blaine Street Bridge Replacements; Project No. 2014-B-1 to be constructed.

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

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 Easements between the City of Grand Island and the affected property owner for South Blaine Street Bridge Replacements; Project No. 2014-B-1.

Sample Motion

Move to approve the temporary construction easements.

RESOLUTION 2014-351

WHEREAS, temporary construction easements are required by the City of Grand Island, from affected property owners in the South Blaine Street Bridge Replacements; Project No. 2014-B-1 project area:

William H. Baasch –

Southeast Quarter of Section 29, Township 11 North, Range 9 West of the Sixth Principal Meridian in Hall County, Nebraska, and more particularly described as follows:

West side of Blaine Street:

Referring to the Easterly most corner of the East Half of Said Lot 8, thence S42°41'46"W a distance of 25.91 feet to the point of beginning; thence S42°41'46"W a distance of 34.89 feet; thence N10°11'04"W a distance of 142.00 feet; thence S34°54'25"E along the west Blaine Street Right-of-Way line a distance of 79.01 feet; thence S42°41'46"W a distance of 25.91 feet; thence S34°54'25"E a distance of 36.92 feet to the point of beginning. Containing an area of 2,507.98 square feet or 0.058 acres more or less.

East side of Blaine Street:

Referring to the Southerly most corner of the East Half of Said Lot 6, thence N34°54'25"W along east Blaine Street Right-of-Way line a distance of 37.95 feet to the point of beginning; thence N34°54'25"W a distance of 36.91 feet; thence N81°05'45"E a distance of 52.61 feet; thence S59°13'30"E a distance of 41.33 feet; thence S42°41'46"W a distance of 37.72 feet; thence N34°54'25"W a distance of 37.95 feet; thence S42°41'46"W a distance of 28.12 feet to the point of beginning. Containing an area of 2,058.75 square feet or 0.047 acres more or less.

WHEREAS, such Temporary Construction 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 Agreement 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 agreement on behalf of the City of Grand Island.

Adopted by the City Council of the City of Grand Island, Nebraska, November 25, 2014.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
November 21, 2014	☐ City Attorney

TEMPORARY ACCESS EASEMENT

CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA



TEMPORARY ACCESS EASEMENT DESCRIPTION (WEST SIDE OF BLAINE STREET)

A TEMPORARY ACCESS EASEMENT. A TRACT OF LAND LOCATED IN RIVERSIDE FARM SUBDIVISION IN THE EAST HALF OF LOT 8, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 11 NORTH, RANGE 9 WEST OF THE SIXTH PRINCIPAL MERIDIAN IN HALL COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

REFERRING TO THE EASTERLY MOST CORNER OF THE EAST HALF OF SAID LOT 8, THENCE S42°41'46"W, A DISTANCE OF 25.91 FEET TO THE POINT OF BEGINNING; THENCE S42°41'46"W, A DISTANCE OF 34.89 FEET; THENCE N10°11'04"W, A DISTANCE OF 142.00 FEET; THENCE S34°54'25"E, ALONG THE WEST BLAINE STREET RIGHT OF WAY LINE, A DISTANCE OF 79.01 FEET; THENCE S42°41'46"W, A DISTANCE OF 25.91 FEET; THENCE S34°54'25"E, A DISTANCE OF 36.92 FEET TO THE POINT OF BEGINNING. CONTAINING AN AREA OF 2,507.98 SQUARE FEET, 0.058 ACRES.

TEMPORARY ACCESS EASEMENT DESCRIPTION (EAST SIDE OF BLAINE STREET)

A TEMPORARY ACCESS EASEMENT. A TRACT OF LAND LOCATED IN RIVERSIDE FARM SUBDIVISION IN THE EAST HALF OF LOT 6, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 11 NORTH, RANGE 9 WEST OF THE SIXTH PRINCIPAL MERIDIAN IN HALL COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

REFERRING TO THE SOUTHERLY MOST CORNER OF THE EAST HALF OF SAID LOT 6, THENCE N34°54'25"W, ALONG EAST BLAINE STREET RIGHT OF WAY LINE, A DISTANCE OF 37.95 FEET TO THE POINT OF BEGINNING; THENCE N34°54'25"W, A DISTANCE OF 36.91 FEET; THENCE N81°05'45"E, A DISTANCE OF 52.61 FEET; THENCE S 59°13'30"E, A DISTANCE OF 41.33 FEET; THENCE S 42°41'46"W, A DISTANCE OF 37.72 FEET; THENCE N34°54'25"W, A DISTANCE OF 37.95 FEET; THENCE S42°41'46"W, A DISTANCE OF 28.12 FEET TO THE POINT OF BEGINNING. CONTAINING AN AREA OF 2,058.75 SQUARE FEET, 0.047 ACRES.

LEGEND

- WOOD RIVER CENTERLINE
- PROPERTY LINE
- TEMPORARY ACCESS EASEMENT AREA

LOCATION MAP

NOT TO SCALE



CERTIFICATION

I, JOHN R. EGGER, A PROFESSIONAL REGISTERED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF NEBRASKA, CERTIFY THAT THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION ON OCTOBER 5TH, 2014. I FURTHER CERTIFY THAT THE INFORMATION SHOWN IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. ALL DISTANCES SHOWN ARE REPRESENTED IN FEET AND DECIMALS OF A FOOT.

EXHIBIT	PROJECT NO:	110919.00
1	DRAWN BY:	TAG
	DATE:	09/15/2014

BLAINE STREET BRIDGE REPLACEMENT NO. 2014-B-1
GRAND ISLAND, NEBRASKA





City of Grand Island

Tuesday, November 25, 2014

Council Session

Item G-9

#2014-352 - Approving Acquisition of Public Utility Easement for Hall County Sanitary Sewer District 2 (SID 2) [Bockmann]

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

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

RESOLUTION 2014-352

WHEREAS, public utility easements are required by the City of Grand Island, from an affected property owner for the Hall County Sanitary Sewer District 2 (SID 2), described as follows:

Tract No	Owner	Legal	Total
7	K. Diane Bockmann	<p>A UTILITY EASEMENT LOCATED IN PART OF THE SOUTHEAST QUARTER (SE ¼) OF SECTION TWENTY-FOUR (24), TOWNSHIP TEN (10) NORTH, RANGE TEN (10) WEST OF THE 6TH P.M., HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION TWENTY-FOUR (24); THENCE ON AN ASSUMED BEARING OF S00°46'38"E, ALONG THE EAST LINE OF SAID SOUTHEASTE QUARTER, A DISTANCE OF 81.59 FEET; THENCE S89°13'22"W A DISTANCE OF 489.95 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF U.S. HIGHWAY 281 AND THE NORTHEAST CORNER OF A TRACT OF LAND AS RECORDED IN INSTRUMENT NO. 0200011169, HALL COUNTY REGISTER OF DEEDS, GRAND ISLAND, NEBRASKA, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE S46°51'32"W ON THE RIGHT-OF-WAY LINE OF INTERSTATE 80 INTERCHANGE A DISTANCE OF 811.64 FEET TO A POINT OF CURVATURE; THENCE AROUND A CURVE IN A CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 11°35'01", A RADIUS OF 718.51 FEET, A LENGTH OF 145.26 FEET, A CHORD BEARING OF S72°34'49"W, ALONG THE NORTHWESTERLY RIGHT-OF-WAY OF SAID INTERCHAGE, A CHORD DISTANCE OF 145.02 FEET TO A POINT OF CURVATURE; THENCE AROUND A CURVE IN A CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 4°03'56", A RADIUS OF 4408.66 FEET, LENGTH OF 312.83 FEET, A CHORD BEARING OF S84°21'18"W AND CONTINUING ON SAID NORTHWESTERLY RIGHT-OF-WAY, A CHORD DISTANCE OF 312.77 FEET; THENCE N01°00'57"E A DISTANCE OF 25.08 FEET TO A POINT OF CURVATURE; THENCE AROUND A CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 4°03'56", A RADIUS OF 4383.66 FEET, A LENGTH OF 308.17, A CHORD BEARING OF N84°20'51"E, A CHORD DISTANCE OF 308.10 FEET TO A POINT OF CURVATURE; THENCE AROUND A CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 4°01'40", A RADIUS OF 693.51 FEET, A LENGTH OF 135.00, A CHORD BEARING OF N72°43'30"E, A CHORD DISTANCE OF 134.79 FEET; THENCE N46°51'29"E A DISTANCE OF 807.95 FEET; THENCE N50°17'14"E A DISTANCE OF 20.64 FEET; THENCE S01°13'16"E A DISTANCE OF 31.95 FEET TO THE POINT OF BEGINNING. SAID UTILITY EASEMENT CONTAINS A CALCULATED AREA OF 31,773 SQUARE FEET OR 0.73 ACRES MORE OR LESS.</p>	\$650.00
8	K. Diane Bockmann	<p>A UTILITY EASEMENT LCOATED IN PART OF THE SOUTHEAST QUARTER (SE ¼) OF SECTION TWENTY-FOUR (24), TOWNSHIP TEN (10) NORTH, RANGE TEN (10) WEST OF THE 6TH P.M. HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF LOT 2, HIGHWAY MOTELS SUBDIVISION, SAID POINT BEING THE POINT OF BEGINNING; THENCE ON AN ASSUMED BEARING OF S00°09'34"W, ALONG THE WEST LINE OF SAID LOT 2, HIGHWAY MOTELS SUBDIVISION, A DISTANCE OF 738.40 FEET TO A SOUTHWESTERLY CORNER OF SAID LOT 2; THENCE S89°50'17"E, ALONG A SOUTHERLY LINE OF LOT 2, A DISTANCE OF 249.64 FEET; THENCE S00°07'55"W, ALONG A WESTERLY LINE OF SAID LOT 2, A DISTANCE OF 26.72 FEET; THENCE N89°26'44"W A DISTANCE OF 274.32 FEET; THENCE N00°06'35"E A DISTANCE OF 744.49 FEET; THENCE N71°15'37"W A DISTANCE OF 93.09 FEET; THENCE N73°08'05"W A DISTANCE OF 45.08 FEET; THENCE S88°11'26"W A DISTANCE OF 328.52 FEET; THENCE S89°19'26"W A DISTANCE OF 300.29 FEET; THENCE N01°00'57"E A DISTANCE OF 25.01 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF INTERSTATE 80; THENCE N89°19'26"E, ALONG THE SOUTH RIGHT-OF-WAY LINE OF INTERSTATE 80 A DISTANCE OF 299.30 FEET; THENCE N88°05'18"E, CONTINUING ALONG THE SOUTH RIGHT-OF-WAY LINE OF INTERSTATE 80, A DISTANCE OF 334.92 FEET; THENCE S71°37'17"E, CONTINUING ALONG THE SOUTH RIGHT-OF-WAY LINE OF INTERSTATE 80, DISTANCE OF 158.92 FEET TO THE POINT OF BEGINNING. SAID UTILITY EASEMENT CONTAINS A CALCULATED AREA OF 44,873 SQUARE FEET OR 1.03 ACRES MORE OR LESS.</p>	\$650.00

Approved as to Form _____
 November 21, 2014 City Attorney

Tract No	Owner	Legal	Total
TOTAL			\$1,300.00

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 total amount of \$1,300.00.

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, November 25, 2014.

Jay Vavricek, Mayor

Attest:

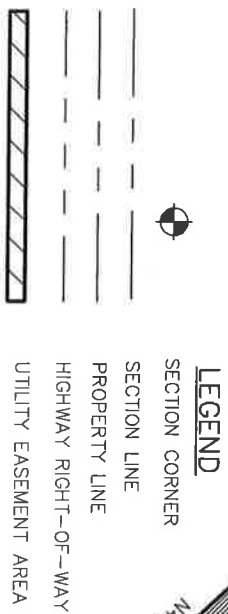
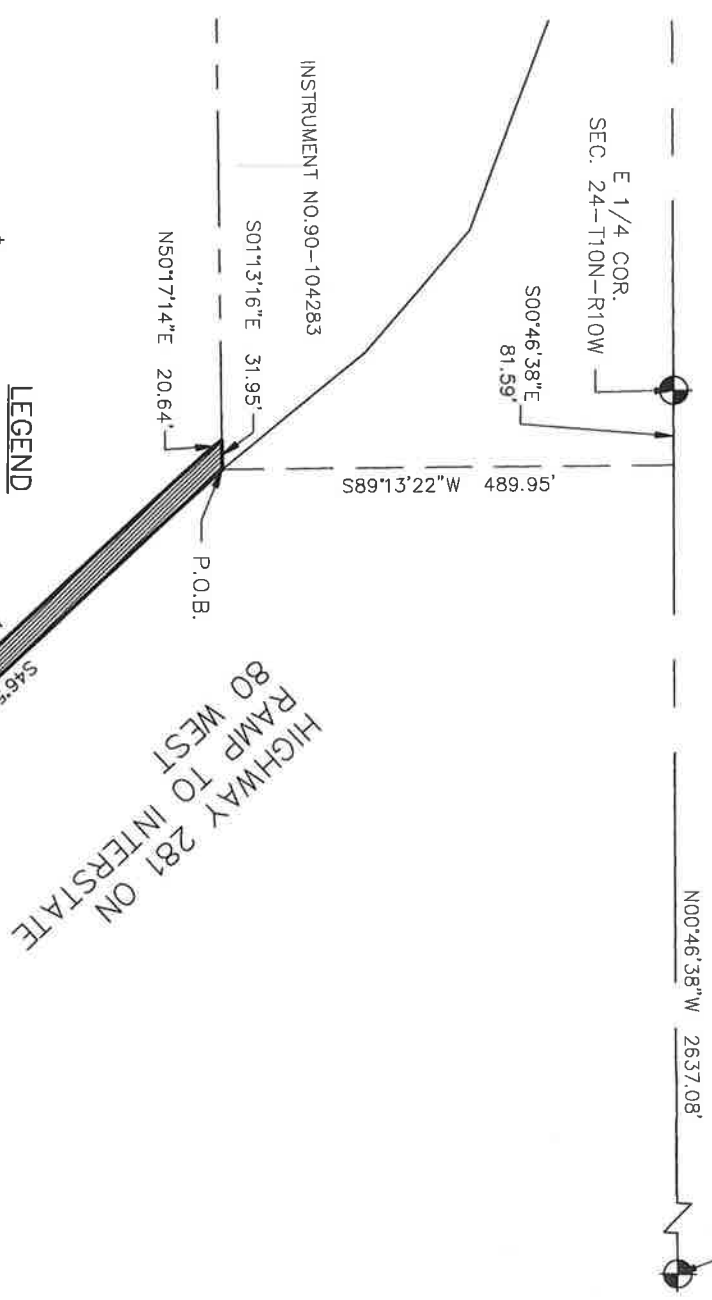
RaNae Edwards, City Clerk

UTILITY EASEMENT

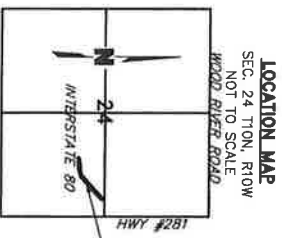
HALL COUNTY, NEBRASKA



SE COR.
SEC. 24-T10N-R10W
N00°46'38"W 2637.08'



CURVE #	RADIUS	LENGTH	CHORD BEARING	CHORD	DELTA
C1	693.51'	135.00'	N72°43'30"E	134.79'	11°09'11"
C2	718.51'	145.26'	S72°34'49"W	145.02'	11°35'01"
C3	4408.66'	312.83'	S84°21'18"W	312.77'	4°03'56"
C4	4383.66'	308.17'	N84°20'51"E	308.10'	4°01'40"



UTILITY EASEMENT DESCRIPTION

A UTILITY EASEMENT LOCATED IN PART OF THE SOUTHEAST QUARTER (SE1/2) OF SECTION TWENTY-FOUR (24), TOWNSHIP TEN (10) NORTH, RANGE TEN (10) WEST OF THE 6TH P.M., HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION TWENTY-FOUR (24); THENCE ON AN ASSUMED BEARING OF S00°46'38"E, ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 81.59 FEET; THENCE S89°13'22"W A DISTANCE OF 489.95 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF U.S. HIGHWAY 281 AND THE NORTHEAST CORNER OF A TRACT OF LAND AS RECORDED IN INSTRUMENT NO. 0200011169, HALL COUNTY REGISTER OF DEEDS, GRAND ISLAND, NEBRASKA, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE S46°51'32"W, ON THE RIGHT-OF-WAY LINE OF INTERSTATE 80 INTERCHANGE, A DISTANCE OF 811.64 FEET TO A POINT OF CURVATURE; THENCE AROUND A CURVE IN A CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 11°35'01", A RADIUS OF 718.51 FEET, A LENGTH OF 145.26 FEET, A CHORD BEARING OF S72°34'49"W, ALONG THE NORTHWESTERLY RIGHT-OF-WAY OF SAID INTERCHANGE, A CHORD DISTANCE OF 145.02 FEET TO A POINT OF CURVATURE; THENCE AROUND A CURVE IN A CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 4°03'56", A RADIUS OF 4383.66 FEET, A LENGTH OF 312.83 FEET, A CHORD BEARING OF S84°21'18"W AND CONTINUING ON SAID NORTHWESTERLY RIGHT-OF-WAY, A CHORD DISTANCE OF 312.77 FEET; THENCE N01°00'57"E A DISTANCE OF 25.08 FEET TO A POINT OF CURVATURE; THENCE AROUND A CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 4°03'56", A RADIUS OF 4383.66 FEET, A LENGTH OF 308.17, A CHORD BEARING OF N84°20'51"E, A CHORD DISTANCE OF 308.10 FEET TO A POINT OF CURVATURE; THENCE AROUND A CURVE IN A COUNTER DIRECTION HAVING A DELTA ANGLE OF 4°01'40", A RADIUS OF 693.51 FEET, A LENGTH OF 135.00, A CHORD BEARING OF N72°43'30"E, A CHORD DISTANCE OF 134.79 FEET; THENCE N46°51'29"E A DISTANCE OF 807.95 FEET; THENCE N50°17'14"E A DISTANCE OF 20.64 FEET; THENCE S01°13'16"E A DISTANCE OF 31.95 FEET TO THE POINT OF BEGINNING. SAID UTILITY EASEMENT CONTAINS A CALCULATED AREA OF 31,773 SQUARE FEET OR 0.73 ACRES MORE OR LESS.

PROJECT NO: 2012-1867
 DRAWN BY: LWJ
 DATE: 07/08/2014

**U.S. HIGHWAY 281
 UTILITY EASEMENTS**

MOLSSON
 ASSOCIATES

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

EXHIBIT
7



City of Grand Island

Tuesday, November 25, 2014

Council Session

Item G-10

#2014-353 - Approving Purchase of (1) Four-Wheel Drive Skid Steer Loader for the Street Division of the Public Works Department

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

Council Agenda Memo

From: Shannon Callahan, Street Superintendent

Meeting: November 25, 2014

Subject: Approving Purchase and Participation in Buy-Back Program for One (1) Four-Wheel Drive Skid Steer Loader

Item #'s: G-10

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

Background

The four-wheel drive skid steer is used for a quartile 1 program, asphalt roadway patching. The equipment clears and loads millings from sections of roadway in preparation for new hot-mix asphalt. The 2008 Bobcat S-150 has approximately 1,600 hours and is scheduled for replacement in 2015.

The Streets Division has a similar piece of equipment used by the concrete crew that has been part of a buy-back program since 2008. Buy-back programs give the opportunity to receive a new machine at minimal cost each year which lowers the risk of down time of a key piece of equipment and reduces maintenance costs. A buy back/re-purchase program proposal was requested as part of the bid for the skid steer loader to determine if participation would be financially beneficial.



Examples of Skid Steer Loaders

Discussion

Bid request was advertised on October 23, 2014 and mailed to six (6) potential bidders. A proposal of offered Buy Back/Re-Purchase Program(s) was requested as part of the bid submittal.

Two (2) bids were received on November 13, 2014 and are summarized below:

Bidder	Central Nebraska Bobcat	NMC Inc.
Make	Bobcat	CAT
Model	S570	242D
Year	2015	2014
Base Price	\$32,340.33	\$41,150.00
Trade-In Value	\$12,376.33	\$10,000.00
Total Bid (Base - Trade)	\$19,964.00	\$31,150.00
Delivery Lead Time	45 to 60 days	18 weeks
Buy Back/Re-Purchase Program details attached	Skid Steer Loader Buy-Back/ Re-Purchase Program (Attachment 1)	Governmental Down Payment Lease for Skid Steer (Attachment 2)

Details and 5-year cost comparison calculations for the Buy Back/Re-Purchase programs are shown below:

Bidder	Central Nebraska Bobcat	NMC Inc.
Down Payment	None (but requires initial purchase)	\$5,500 for 250 hours
Cost/Hour	\$6.00	\$10.00 for hours over initial 250
Avg. Hours/Year	250	250
Approx. Annual Cost	\$1,500	\$3,000
5-Year Cost Calculation		
Initial Purchase	\$19,964	\$0
2015-2016	\$1,500	\$3,000
2016-2017	\$1,500	\$3,000
2017-2018	\$1,500	\$3,000
2018-2019	\$1,500	\$3,000
2019-2020	\$1,500	\$3,000
Total	\$27,464	\$15,000

An average of 250 hours is placed on the compact track loader each year. Using this average usage, the approximate yearly Buy Back participation cost with Central Nebraska Bobcat would be \$1,500 and the approximate yearly Lease Program participation with NMC Inc. would be \$3,000.

Participation in either program is cost beneficial to the City since the annual cost is less than that of depreciation on a new machine. The five-year cost for the Bobcat re-purchase program is higher than the leasing program presented by CAT but another factor is ownership. Using the CAT leasing program the City would not have ownership of the unit unless the decision was made to purchase it outright at the end of the leasing term.

The skid steer loader is a front-line machine and without it the asphalt crew would be negatively affected. If operating budget would need to be reduced in the future this item would be a large capital expense at that time. The benefit to making the purchase now is the unit would be owned by the City regardless of future funding for capital equipment and operating budgets.

Public Works staff is recommending the purchase of a 2015 Bobcat S570 from Central Nebraska Bobcat of Grand Island, NE for a net price of \$19,964 and future participation in the Buy Back/Re-Purchasing program offered by said vendor.

The details of the re-purchase including any price increases will be presented to council each year for 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 purchase of One (1) Four-Wheel Drive Skid Steer Loader from Central Nebraska Bobcat of Grand Island, NE for the net price of \$19,964 and future participation in the Buy Back/Re-Purchase Program from said vendor.

Sample Motion

Motion to approve the purchase of One (1) Four-Wheel Drive Skid Steer Loader from Central Nebraska Bobcat of Grand Island, NE for the net price of \$19,964 and future participation in the Buy Back/Re-Purchase Program from said vendor.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: November 13, 2014 at 2:15 p.m.

FOR: (1) Four-Wheel Drive Skid Steer & (1) Compact Track Loader

DEPARTMENT: Public Works

ESTIMATE: \$31,000.00 Four-Wheel Drive Skid Steer
\$50,000.00 Compact Track Loader

FUND/ACCOUNT: 10033501-85615

PUBLICATION DATE: October 23, 2014

NO. POTENTIAL BIDDERS: 6

SUMMARY

Bidder: Central Nebraska Bobcat
Grand Island, NE

Bid Security: Cashier's Check

Exceptions: None

(1) Four-Wheel Drive Skid Steer Loader	(1) Compact Track Loader
---	---------------------------------

Make:	Bobcat	Bobcat
Model:	S570	T650
Year:	2015	2015
Bid Price:	\$32,340.33	\$47,498.03
Trade-In:	<u>\$12,376.33</u>	<u>\$38,998.03</u>
Total Bid:	\$19,928.00	\$ 8,500.00

Buy-Back/Re-Purchase Program: Yes

Bidder: NMC, Inc.
Doniphan, NE
Bid Security: Travelers Casualty & Surety Co.
Exceptions: Noted

(1) Four-Wheel Drive Skid Steer Loader

(1) Compact Track Loader

Make:	CAT	CAT
Model:	242D	289D
Year:	2014	2014

Bid Price:	\$41,150.00	\$64,600.00
Trade-In:	<u>\$10,000.0</u>	<u>\$30,000.00</u>
Total Bid:	\$31,150.00	\$34,600.00

Buy-Back/Re-Purchase Program: Yes

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

Catrina DeLosh, PW Admin. Assist.
Jaye Monter, Finance Director
Shannon Callahan, Street Supt.

P1778



Central Nebraska Bobcat

3809 Westgate Rd. Grand Island, NE 68803 308-384-9222
2634 Hwy 30 East, Kearney, NE 68847 308-236-6003
South Central Bobcat 2411 Osborne DR East Hastings, NE 68901 402-462-5332

SKID STEER LOADER BUY-BACK/RE-PURCHASE PROGRAM

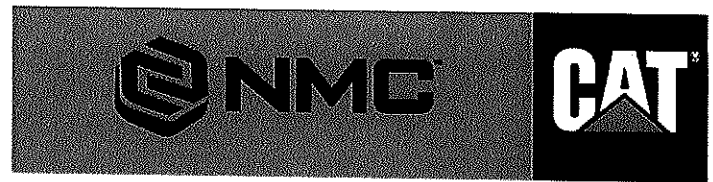
Central Nebraska Bobcat offers a re-purchase program with the following stipulations.

The initial purchase must participate in Bobcat’s Municipal Discount program and each year the re-purchase must qualify for the Municipal Discount program.

Yearly the equipment purchased must be traded for a new machine with the same options as the trade. The traded machine must be in good condition with normal wear and tear expected. There should be no extensive damage needing repaired or the machine will not qualify for the re-purchase program. Upon meeting these requirements the machine will be traded with the new machine at a cost to the customer of \$6.00 per hour on the traded machine if the tires and wheels of the traded machine are kept for the new machine plus any price increases, or \$8.00 per hour on the traded machine if new tires and wheels are requested plus any price increases.

We will honor this re-purchase agreement as long as all equipment qualifies for the Municipal Discount Program offered by Bobcat.

Charlie Rudeen
10501 S US Hwy 281
Doniphan, NE 68832
402-865-6414
Fax 402-865-6833
Cell 402-679-3611



November 13, 2014

Governmental Down Payment Lease For Caterpillar Skid Steer Loader

The purpose of this agreement is to provide governmental agencies with new Caterpillar skid steer loaders and to free up monies from its operating budget for additional acquisitions of other capital goods.

All are subject to credit approval through Cat Financial.

Residual to be set at the beginning of each contract and customer can choose to purchase the contract outright.

Customer will receive no equity share in the machine unless customer decides to exercise their right to purchase the unit by paying the residual balance of the lease.

Payments to be set as a not to exceed hours limitation. Any hours over the set agreement will be charged back to the customer at a rate of \$10.00 per hour.

NMC to be responsible for the following:

1. Provide new model unit at agreed upon time for delivery.
2. Changing of tires and wheels from take back unit to new unit as machines are changed out at 12 month.
3. Will perform any necessary warranty repairs.
4. In the event that a warranty repair should take over 4 hours to complete NMC will provide a loaner machine.
5. Will guarantee the purchase of the lease if the customer chooses to not purchase the unit for the residual balance.
6. Will provide for a fee any repair not deemed a warranty repair ie: normal maintenance items or customer damage that exceeds normal wear and tear.

Customer to be responsible for the following:

1. Down payment to NMC for agreed upon amount. **(\$3,000)**
2. Tire repair or replacement.
3. All maintenance or wear items as stated in the owning and operating manual.
4. All insurance requirements set by Cat Financial.
5. Make the machine available to NMC for any and all warranty repairs.
6. Make the machine available to NMC for pick up when residual balance of the lease becomes due in the event that the customer chooses to not purchase out the lease.

Customer

NMC Representative

RESOLUTION 2014-353

WHEREAS, the City of Grand Island invited sealed bids for One (1) Four-Wheel Drive Skid Steer Loader for the Streets Division of the Public Works Department; according to specifications on file with the Public Works Department; and

WHEREAS, on November 13, 2014 bids were received and opened; and

WHEREAS, Central Nebraska Bobcat of Grand Island, Nebraska 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 \$32,340.33 with a trade-in value of \$12,376.33 for a net price of \$19,964.00; and

WHEREAS, Central Nebraska Bobcat of Grand Island, Nebraska also submitted a proposal for a Buy Back/Re-Purchase program for the compact track loader; and

WHEREAS, Central Nebraska Bobcat's bid and buy back/re-purchase program proposal are fair and reasonable for such item.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that a purchase order and subsequent payment is authorized for the four-wheel drive skid steer loader purchase from Central Nebraska Bobcat of Grand Island, Nebraska and future participation in the Track Loader Buy Back/Re-Purchase program is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 25, 2014.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
November 21, 20142	☐ City Attorney



City of Grand Island

Tuesday, November 25, 2014

Council Session

Item G-11

#2014-354 - Approving Purchase of (1) Compact Track Loader for the Street Division of the Public Works Department

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

Council Agenda Memo

From: Shannon Callahan, Street Superintendent

Meeting: November 25, 2014

Subject: Approving Purchase and Participation in Buy-Back Program for One (1) Compact Track Loader

Item #'s: G-11

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

Background

The compact track loader is a front line machine for the Streets Division's concrete repair crew that is primarily used for concrete removal (sawing, hammering, and excavating). The tracks on the machine make it ideal for cleaning detention cells and performing dirt work. This unit has a number of attachments that allow it to be used for other functions like loading trees and mowing. It is one of the most versatile and heavily used pieces of equipment that is owned by the streets division.

The Streets Division has participated in a buy-back program since 2008. Buy-back programs give the opportunity to receive a new machine each year at minimal cost which lowers the risk of down time of a key piece of equipment and reduces maintenance costs.

The EPA has new emissions standards for heavy equipment engines, referred to as Tier 4 requirements. As the new standards are implemented by manufacturers the cost of equipment increase. The increase in base price for the compact track loader and the increase in the buy-back hourly rate have spurred the need to re-bid the equipment purchase and re-establish participation in a buy-back program.



Examples of Compact Track Loaders

Discussion

Bid request was advertised on October 23, 2014 and mailed to six (6) potential bidders. A proposal of offered Buy Back/Re-Purchase Program(s) was requested as part of the bid submittal.

Two (2) bids were received on November 13, 2014 and are summarized below:

Bidder	Central Nebraska Bobcat	NMC Inc.
Make	Bobcat	CAT
Model	T650	289D
Year	2015	2014
Base Price	\$47,498.03	\$64,600.00
Trade-In Value	\$38,998.03	\$30,000.00
Total Bid (Base - Trade)	\$8,500.00	\$34,600.00
Delivery Lead Time	30 Days	18 weeks
Buy Back/ Re-Purchase Program	Track Loader Buy-Back/ Re-Purchase Program (Attachment 1)	Governmental Down Payment Lease Compact Track Loader (Attachment 2)

Details and 5-year cost comparison calculations for the Buy Back/Re-Purchase programs are shown below:

Bidder	Central Nebraska Bobcat	NMC Inc.
Down Payment	None (but requires initial purchase)	\$5,500 for 250 hours
Cost/Hour	\$11.00	\$15.00 for hours over initial 250
Avg. Hours/Year	600	600
Approx. Annual Cost	\$6,600	\$10,750
5-Year Cost Calculation		
Initial Purchase	\$8,500	none
2015-2016	\$6,600	\$10,750
2016-2017	\$6,600	\$10,750
2017-2018	\$6,600	\$10,750
2018-2019	\$6,600	\$10,750
2019-2020	\$6,600	\$10,750
Total	\$41,500	\$53,750

An average of 600 hours is placed on the compact track loader each year. Using this average usage, the approximate yearly Buy Back participation cost with Central Nebraska Bobcat would be \$6,600 and the approximate yearly Lease Program participation with NMC Inc. would be \$10,750.

Public Works staff is recommending the purchase of a 2015 Bobcat T650 from Central Nebraska Bobcat of Grand Island, NE for a net price of \$8,500 and future participation in the Buy Back/Re-Purchasing program offered by said vendor.

The details of the re-purchase including any price increases will be presented to council each year for 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 purchase of One (1) Compact Track Loader from Central Nebraska Bobcat of Grand Island, NE for the net price of \$8,500 and future participation in the Buy Back/Re-Purchase Program from said vendor.

Sample Motion

Move to approve the purchase of One (1) Compact Track Loader from Central Nebraska Bobcat for the net price of \$8,500 and also approve future participation in the Buy Back/Re-Purchase Program from said vendor.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: November 13, 2014 at 2:15 p.m.

FOR: (1) Four-Wheel Drive Skid Steer & (1) Compact Track Loader

DEPARTMENT: Public Works

ESTIMATE: \$31,000.00 Four-Wheel Drive Skid Steer
\$50,000.00 Compact Track Loader

FUND/ACCOUNT: 10033501-85615

PUBLICATION DATE: October 23, 2014

NO. POTENTIAL BIDDERS: 6

SUMMARY

Bidder: Central Nebraska Bobcat
Grand Island, NE

Bid Security: Cashier's Check

Exceptions: None

(1) Four-Wheel Drive Skid Steer Loader	(1) Compact Track Loader
---	---------------------------------

Make:	Bobcat	Bobcat
Model:	S570	T650
Year:	2015	2015
Bid Price:	\$32,340.33	\$47,498.03
Trade-In:	<u>\$12,376.33</u>	<u>\$38,998.03</u>
Total Bid:	\$19,928.00	\$ 8,500.00

Buy-Back/Re-Purchase Program: Yes

Bidder: NMC, Inc.
Doniphan, NE
Bid Security: Travelers Casualty & Surety Co.
Exceptions: Noted

(1) Four-Wheel Drive Skid Steer Loader

(1) Compact Track Loader

Make:	CAT	CAT
Model:	242D	289D
Year:	2014	2014

Bid Price:	\$41,150.00	\$64,600.00
Trade-In:	<u>\$10,000.0</u>	<u>\$30,000.00</u>
Total Bid:	\$31,150.00	\$34,600.00

Buy-Back/Re-Purchase Program: Yes

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

Catrina DeLosh, PW Admin. Assist.
Jaye Monter, Finance Director
Shannon Callahan, Street Supt.

P1778



Central Nebraska Bobcat

3809 Westgate Rd. Grand Island, NE 68803 308-384-9222

2634 Hwy 30 East, Kearney, NE 68847 308-236-6003

South Central Bobcat 2411 Osborne DR East Hastings, NE 68901 402-462-5332

TRACK LOADER BUY-BACK/RE-PURCHASE PROGRAM

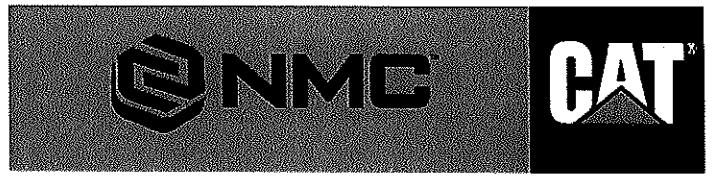
Central Nebraska Bobcat offers a re-purchase program with the following stipulations.

The initial purchase must participate in Bobcat's Municipal Discount program and each year the re-purchase must qualify for the Municipal Discount program.

Yearly the equipment purchased must be traded for a new machine with the same options as the trade. The traded machine must be in good condition with normal wear and tear expected. There should be no extensive damage needing repaired or the machine will not qualify for the re-purchase program. Upon meeting these requirements the machine will be traded with the new machine at a cost to the customer of \$11.00 per hour on the traded machine plus any price increases.

We will honor this re-purchase agreement as long as all equipment qualifies for the Municipal Discount Program offered by Bobcat.

Charlie Rudeen
10501 S US Hwy 281
Doniphan, NE 68832
402-865-6414
Fax 402-865-6833
Cell 402-679-3611



November 13, 2014

Governmental Down Payment Lease For Caterpillar Compact Track Loader

The purpose of this agreement is to provide governmental agencies with new Caterpillar skid steer loaders and to free up monies from its operating budget for additional acquisitions of other capital goods.

All are subject to credit approval through Cat Financial.

Residual to be set at the beginning of each contract and customer can choose to purchase the contract outright.

Customer will receive no equity share in the machine unless customer decides to exercise their right to purchase the unit by paying the residual balance of the lease.

Payments to be set as a not to exceed 250 hours limitation. Any hours over the set agreement will be charged back to the customer at a rate of \$15.00 per hour.

NMC to be responsible for the following:

1. Provide new model unit at agreed upon time for delivery.
2. Will perform any necessary warranty repairs.
3. In the event that a warranty repair should take over 4 hours to complete NMC will provide a loaner machine.
4. Will guarantee the purchase of the lease if the customer chooses to not purchase the unit for the residual balance.
5. Will provide for a fee any repair not deemed a warranty repair ie: normal maintenance items or customer damage that exceeds normal wear and tear.

Customer to be responsible for the following:

1. Down payment to NMC for agreed upon amount. (\$5,500.00)
2. All maintenance or wear items as stated in the owning and operating manual.
3. All insurance requirements set by Cat Financial.
4. Make the machine available to NMC for any and all warranty repairs.
5. Make the machine available to NMC for pick up when residual balance of the lease becomes due in the event that the customer chooses to not purchase out the lease.

Customer

NMC Representative

RESOLUTION 2014-354

WHEREAS, the City of Grand Island invited sealed bids for One (1) Compact Track Loader for the Streets Division of the Public Works Department; according to specifications on file with the Public Works Department; and

WHEREAS, on November 13, 2014 bids were received and opened; and

WHEREAS, Central Nebraska Bobcat of Grand Island, Nebraska 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 \$47,498.03 with a trade-in value of \$38,998.03 for a net price of \$8,500; and

WHEREAS, Central Nebraska Bobcat of Grand Island, Nebraska also submitted a proposal for a Buy Back/Re-Purchase program for the compact track loader; and

WHEREAS, Central Nebraska Bobcat's bid and buy back/re-purchase program proposal are fair and reasonable for such item.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that a purchase order and subsequent payment is authorized for the compact track loader purchase from Central Nebraska Bobcat of Grand Island, Nebraska and future participation in the Track Loader Buy Back/Re-Purchase program is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 25, 2014.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form ✕ _____
November 21, 2014 ✕ City Attorney



City of Grand Island

Tuesday, November 25, 2014

Council Session

Item G-12

**#2014-355 - Approving Temporary Construction Easement for
Hall County Sanitary Sewer District 2 (SID 2) [Bockmann]**

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

Council Agenda Memo

From: Terry Brown PE, Assistant Public Works Director

Meeting: November 25, 2014

Subject: Approving Temporary Construction Easement for Hall County Sanitary Sewer District 2 (SID 2) [Bockmann]

Item #'s: G-12

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

Background

At the January 4, 2011 Study Session the City Council was informed of an interest by businesses along US Highway 281 near the Interstate 80 interchange about extending City sanitary sewer to serve their property.

On January 11, 2011 City Council approved Mayor Vavricek to sign a "Letter of Intent" to the Nebraska Department of Environmental Quality declaring the City's willingness to negotiate a public/private project with these businesses to extend City sanitary sewer south along US Highway 281.

The May 17, 2011 Study Session provided an update to the City Council regarding several meetings that were conducted between the City and the interested parties.

On September 27, 2011 City Council approved Sanitary Sewer District No. 528 in the Wildwood Subdivision. This district provided support for the sanitary sewer extension south along US Highway 281 to Interstate 80.

The City was granted \$350,000 from a September 2011 settlement between JBS and NDEQ, which must be applied to this sanitary sewer extension and will further support such sanitary sewer extension.

The sanitary sewer extension south along US Highway 281 to Interstate 80 will help to foster growth of the City towards the interstate and provide for future development.

Two (2) temporary easements from one property owner are necessary for construction of Hall County Sanitary Sewer District 2 (SID 2) to be completed, which must be approved

by City Council. A sketch is attached to show the temporary construction easement areas.

This project is funded by the State Revolving Funds (SRF) Project # is C317867.

All documents have been signed and returned by the property owner. Authorization of the document and payment to the property owner of \$330.00 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 Agreements between the City of Grand Island, Public Works Department and the affected property owner for Hall County Sanitary Sewer District 2 (SID 2), in the amount of \$330.00.

Sample Motion

Move to approve the temporary construction easements.

RESOLUTION 2014-355

WHEREAS, temporary construction easements are required by the City of Grand Island, from K. Diane Bockmann, in the Hall County Sanitary Sewer District 2 (SID 2) project area:

Tract No	Owner	Legal	Total
7A	K. Diane Bockmann	<p>A UTILITY EASEMENT LOCATED IN PART OF THE SOUTHEAST QUARTER (SE ¼) OF SECTION TWENTY-FOUR (24), TOWNSHIP TEN (10) NORTH, RANGE TEN (10) WEST OF THE 6TH P.M., HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION TWENTY-FOUR (24); THENCE ON AN ASSUMED BEARING OF S00°46'38"E, ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 49.64 FEET; THENCE S89°13'22"W A DISTANCE OF 490.19 FEET TO THE POINT OF BEGINNING; THENCE S50°17'14"W A DISTANCE OF 20.64 FEET; TEHNCE S46°51'29"W A DISTANCE OF 807.95 FEET TO A POINT OF CURVATURE; THENCE AROUND A CURVE IN A CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 11°09'11", A RADIUS OF 693.51 FOOT, A LENGTH OF 135.00, A CHORD BEARING OF S72°43'30"W, A CHORD LENGTH OF 134.79 FEET TO A POINT OF CURVATURE; TEHNCE AROUND A CURVE IN A CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 4°01'40", A RADIUS OF 4383.66 FEET, A CHORD BEARING OF S84°20'51"W, A CHORD LENGTH OF 308.10 FEET; THENCE S01°00'57"W A DISTANCE OF 25.08 FEET TO A POINT ON THE NORTH LINE OF INTERSTATE 80 AND A POINT OF CURVATURE; THENCE AROUND A CURVE IN A CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 0°03'55", A RADIUS OF 4408.66 FEET, A LENGTH OF 5.02 FEET, A CHORD BEARING OF S86°25'13"W, ALONG THE NORTH RIGHT-OF-WAY LINE OF INTERSTATE 80, A CHORD LENGTH OF 5.02 FEET; THENCE N01°00'57"E A DISTANCE OF 40.13 FEET TO A POINT OF CURVATURE; THENCE AROUND A CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 4°04'14", A RADIUS OF 4368.66 FEET, A LENGTH OF 310.38 FEET, A CHORD BEARING OF N84°22'33"E A CHORD LENGTH OF 310.31 FEET TO A POINT OF CURVATURE; THENCE AROUND A CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 10°53'00", A RADIUS OF 678.51 FEET, A LENGTH OF 128.88 FEET, A CHORD BEARING OF N72°48'55"E, A CHORD LENGTH OF 128.69 FEET; THENCE N46°51'29"E A DISTANCE OF 805.70 FEET; THENCE N50°17'14"E A DISTANCE OF 33.02 FEET; THENCE S01°13'16"E A DISTANCE OF 19.16 FEET TO THE POINT OF BEGINNING. SAID TEMPORARY UTILITY EASEMENT CONTAINS A CALCULATED AREA OF 19,286 SQUARE FEET OR 0.44 ACRES MORE OR LESS.</p>	\$160.00

Approved as to Form ✕ _____ November 21, 2014 ✕ City Attorney
--

Tract No	Owner	Legal	Total
8	K. Diane Bockmann	<p>A TEMPORARY UTILITY EASEMENT LOCATED IN PART OF THE SOUTHEAST QUARTER (SE ¼) OF SECTION TWENTY-FOUR (24), TOWNSHIP TEN (10) NORTH, RANGE TEN (10) WEST OF THE 6TH P.M., HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:</p> <p>COMMENCING AT THE SOUTHWEST CORNER OF LOT 2, HIGHWAY MOTELS SUBDIVISION; THENCE N00°08'07"E, ALONG THE WEST LINE OF SAID LOT 2, A DISTANCE OF 629.40 FEET TO THE POINT OF BEGINNING; THENCE S88°25'12"W A DISTANCE OF 25.37 FEET; THENCE N00°19'11"W A DISTANCE OF 98.76 FEET; THENCE N89°26'35"W A DISTANCE OF 263.16 FEET; THENCE N00°06'35"E A DISTANCE OF 748.60 FEET; THENCE N71°15'37"W A DISTANCE OF 82.07 FEET; THENCE N73°08'05"W A DISTANCE OF 42.37 FEET; THENCE S88°11'26"W A DISTANCE OF 326.20 FEET; THENCE S89°19'26"W A DISTANCE OF 310.88 FEET; THENCE N01°00'57"E A DISTANCE OF 40.02 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF INTERSTATE 80; THENCE N89°19'26"E, ALONG SAID SOUTH RIGHT-OF-WAY LINE OF INTERSTATE 80, A DISTANCE OF 10.00 FEET; THENCE S01°00'57"W A DISTANCE OF 25.01 FEET; THENCE N89°19'26"E A DISTANCE OF 300.29 FEET; THENCE N88°11'26"E A DISTANCE OF 328.52 FEET; THENCE S73°08'05"E A DISTANCE OF 45.08 FEET; THENCE S71°15'37"E A DISTANCE OF 93.09 FEET; THENCE S00°06'35"W A DISTANCE OF 744.49 FEET; THENCE S89°26'44"E A DISTANCE OF 274.32 FEET TO A POINT ON THE WEST LINE OF LOT 2, HIGHWAY MOTELS SUBDIVISION; THENCE S00°08'07"W, ALONG SAID WEST LINE OF LOT 2, A DISTANCE OF 112.81 FEET TO THE POINT OF BEGINNING. SAID UTILITY EASEMENT CONTAINS A CALCULATED AREA OF 29,747 SQUARE FEET OR 0.68 ACRES MORE OR LESS.</p>	\$170.00
TOTAL			\$330.00

WHEREAS, an Agreement for the Temporary Construction 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 the Temporary Construction easements on the above described tracts of land, in the amount of \$330.00.

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, November 25, 2014.

Jay Vavricek, Mayor

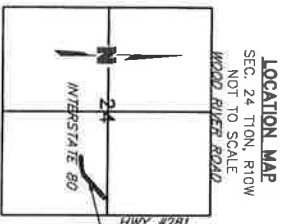
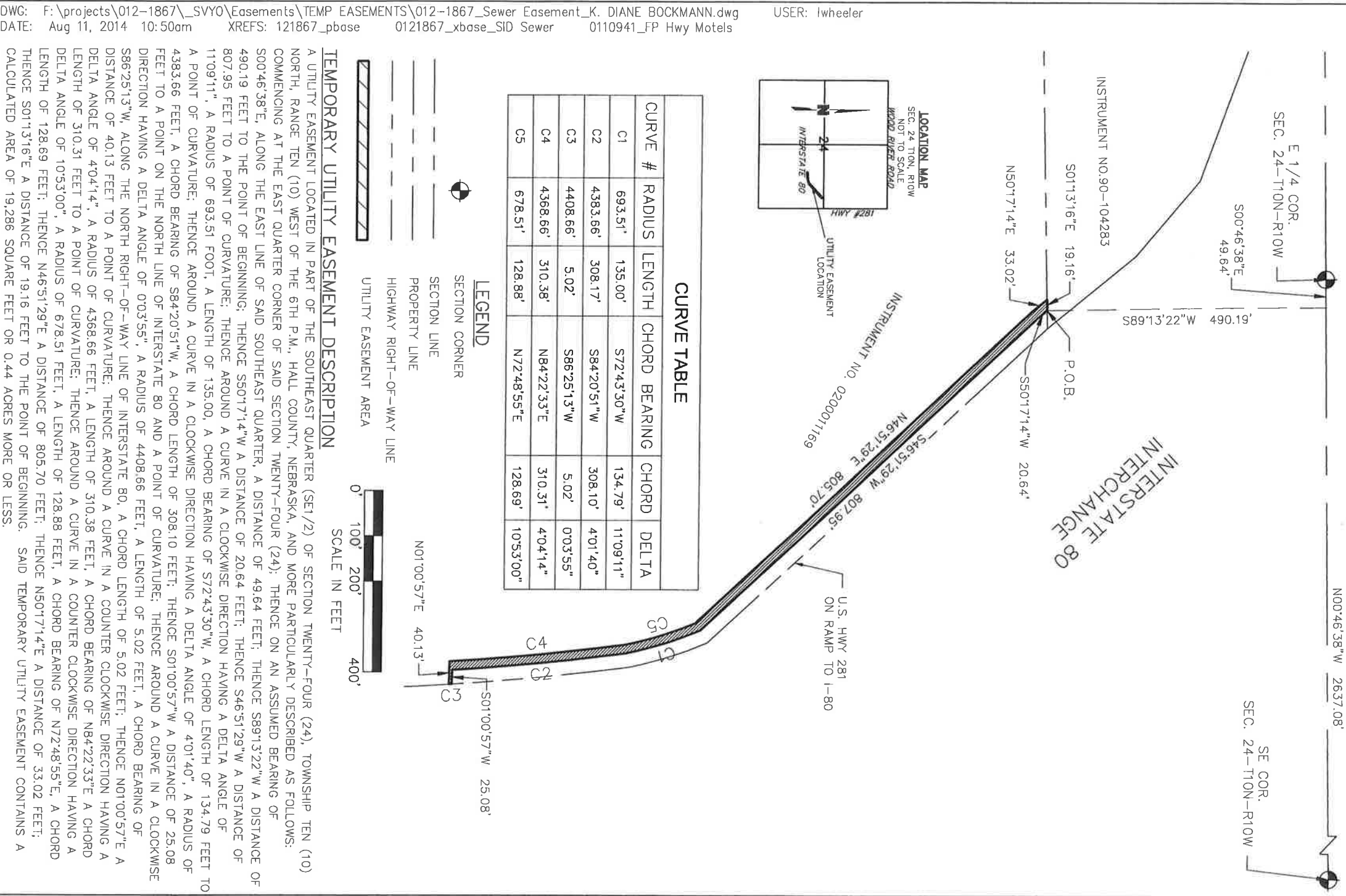
Attest:

RaNae Edwards, City Clerk

- 2 -

TEMPORARY UTILITY EASEMENT

HALL COUNTY, NEBRASKA



CURVE #	RADIUS	LENGTH	CHORD BEARING	CHORD	DELTA
C1	693.51'	135.00'	S72°43'30\"W	134.79'	11°09'11\"
C2	4383.66'	308.17'	S84°20'51\"W	308.10'	4°01'40\"
C3	4408.66'	5.02'	S86°25'13\"W	5.02'	0°03'55\"
C4	4368.66'	310.38'	N84°22'33\"E	310.31'	4°04'14\"
C5	678.51'	128.88'	N72°48'55\"E	128.69'	10°53'00\"



TEMPORARY UTILITY EASEMENT DESCRIPTION

A UTILITY EASEMENT LOCATED IN PART OF THE SOUTHEAST QUARTER (SE1/2) OF SECTION TWENTY-FOUR (24), TOWNSHIP TEN (10) NORTH, RANGE TEN (10) WEST OF THE 6TH P.M., HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION TWENTY-FOUR (24); THENCE ON AN ASSUMED BEARING OF S00°46'38\"E, ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 49.64 FEET; THENCE S89°13'22\"W A DISTANCE OF 490.19 FEET TO A POINT OF CURVAUTURE; THENCE AROUND A CURVE IN A CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 807.95 FEET TO A POINT OF CURVAUTURE; THENCE AROUND A CURVE IN A CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 11°09'11\", A RADIUS OF 693.51 FOOT, A LENGTH OF 135.00, A CHORD BEARING OF S72°43'30\"W, A CHORD LENGTH OF 134.79 FEET TO A POINT OF CURVAUTURE; THENCE AROUND A CURVE IN A CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 4°01'40\", A RADIUS OF 4383.66 FEET, A CHORD BEARING OF S84°20'51\"W, A CHORD LENGTH OF 308.10 FEET; THENCE S01°00'57\"W A DISTANCE OF 25.08 FEET TO A POINT ON THE NORTH LINE OF INTERSTATE 80 AND A POINT OF CURVAUTURE; THENCE AROUND A CURVE IN A CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 0°03'55\", A RADIUS OF 4408.66 FEET, A CHORD LENGTH OF 5.02 FEET; THENCE N01°00'57\"E A DISTANCE OF 40.13 FEET, ALONG THE NORTH RIGHT-OF-WAY LINE OF INTERSTATE 80, A CHORD LENGTH OF 5.02 FEET; THENCE N01°00'57\"E A DISTANCE OF 40.13 FEET TO A POINT OF CURVAUTURE; THENCE AROUND A CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 4°04'14\", A RADIUS OF 4368.66 FEET, A LENGTH OF 310.38 FEET, A CHORD BEARING OF N84°22'33\"E A CHORD LENGTH OF 310.31 FEET TO A POINT OF CURVAUTURE; THENCE AROUND A CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 10°53'00\", A RADIUS OF 678.51 FEET, A LENGTH OF 128.88 FEET, A CHORD BEARING OF N72°48'55\"E, A CHORD LENGTH OF 128.69 FEET; THENCE N46°51'29\"E A DISTANCE OF 805.70 FEET; THENCE N50°17'14\"E A DISTANCE OF 33.02 FEET; THENCE S01°13'16\"E A DISTANCE OF 19.16 FEET TO THE POINT OF BEGINNING. SAID TEMPORARY UTILITY EASEMENT CONTAINS A CALCULATED AREA OF 19,286 SQUARE FEET OR 0.44 ACRES MORE OR LESS.

PROJECT NO: 2012-1867
 DRAWN BY: LWJ
 DATE: 07/08/2014

U.S. HIGHWAY 281
UTILITY EASEMENTS

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

TRACT
7A

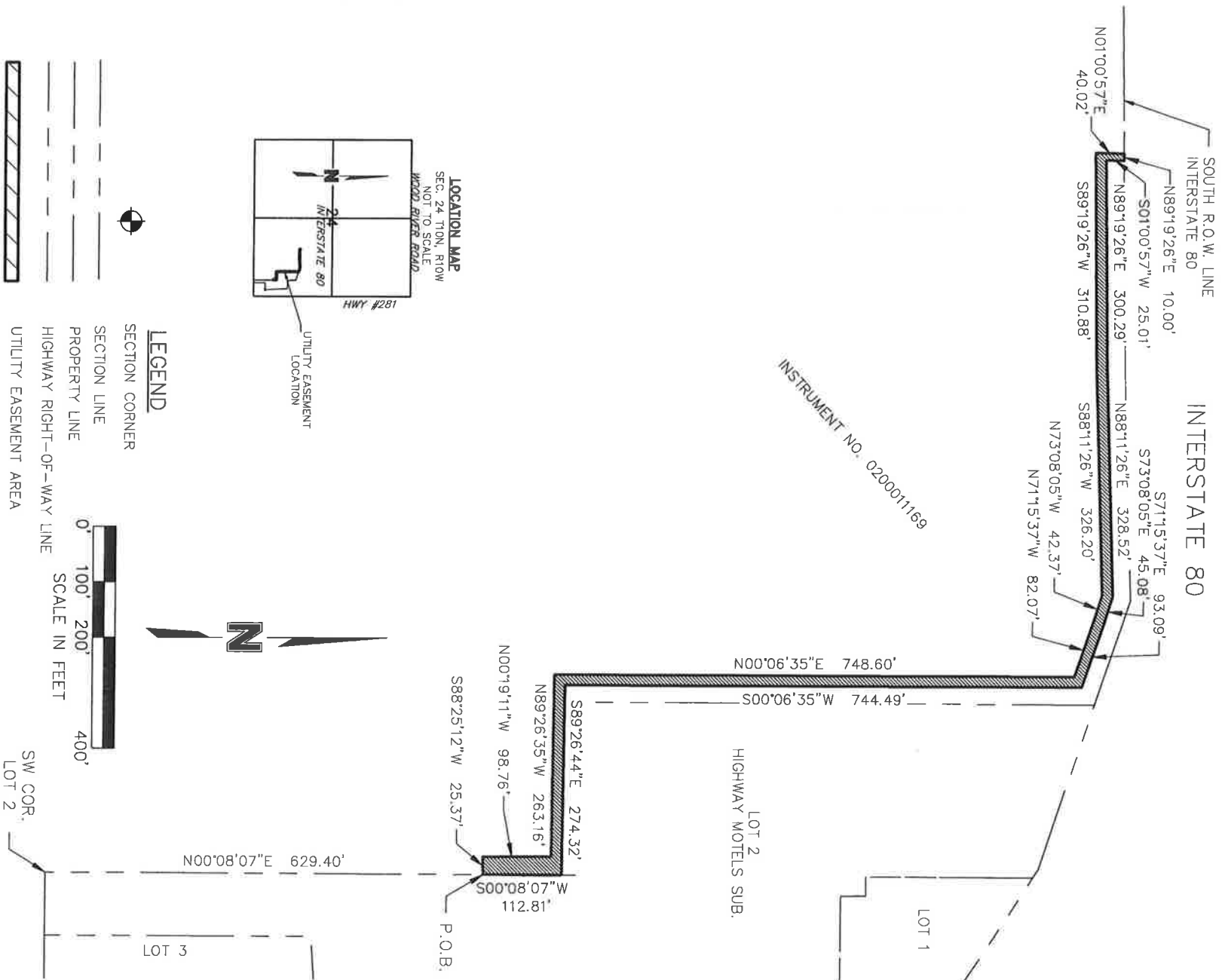
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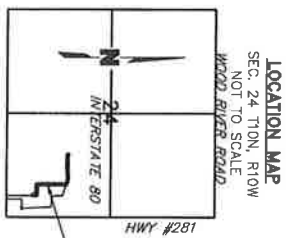
EXHIBIT "A"

TEMPORARY UTILITY EASEMENT

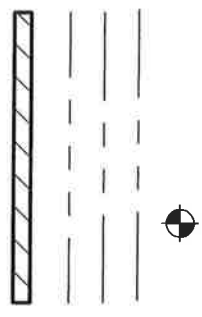
HALL COUNTY, NEBRASKA



INSTRUMENT NO. 020001169



LEGEND



TEMPORARY UTILITY EASEMENT DESCRIPTION

A TEMPORARY UTILITY EASEMENT LOCATED IN PART OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION TWENTY-FOUR (24), TOWNSHIP TEN (10) NORTH, RANGE TEN (10) WEST OF THE 6TH P.M., HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 2, HIGHWAY MOTELS SUBDIVISION; THENCE N00°08'07"E, ALONG THE WEST LINE OF SAID LOT 2, A DISTANCE OF 629.40 FEET TO THE POINT OF BEGINNING; THENCE S88°25'12"W A DISTANCE OF 25.37 FEET; THENCE N00°19'11"W A DISTANCE OF 98.76 FEET; THENCE N89°26'35"W A DISTANCE OF 263.16 FEET; THENCE N00°06'35"E A DISTANCE OF 748.60 FEET; THENCE N71°15'37"W A DISTANCE OF 82.07 FEET; THENCE N73°08'05"W A DISTANCE OF 42.37 FEET; THENCE S88°11'26"W A DISTANCE OF 326.20 FEET; THENCE S89°19'26"W A DISTANCE OF 310.88 FEET; THENCE N01°00'57"E A DISTANCE OF 40.02 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF INTERSTATE 80; THENCE N89°19'26"E, ALONG SAID SOUTH RIGHT-OF-WAY LINE OF INTERSTATE 80, A DISTANCE OF 10.00 FEET; THENCE S01°00'57"W A DISTANCE OF 25.01 FEET; THENCE N89°19'26"E A DISTANCE OF 300.29 FEET; THENCE N88°11'26"E A DISTANCE OF 328.52 FEET; THENCE S73°08'05"E A DISTANCE OF 45.08 FEET; THENCE S71°15'37"E A DISTANCE OF 93.09 FEET; THENCE S00°06'35"W A DISTANCE OF 744.49 FEET; THENCE S89°26'44"E A DISTANCE OF 274.32 FEET TO A POINT ON THE WEST LINE OF LOT 2, HIGHWAY MOTELS SUBDIVISION; THENCE S00°08'07"W, ALONG SAID WEST LINE OF LOT 2, A DISTANCE OF 112.81 FEET TO THE POINT OF BEGINNING. SAID UTILITY EASEMENT CONTAINS A CALCULATED AREA OF 29,747 SQUARE FEET OR 0.68 ACRES MORE OR LESS.

DWG: F:\projects\012-1867\SVYO\Easements\TEMP EASEMENTS\012-1867_Sewer Easement_BOCKMAN SOUTH.dwg DATE: Aug 11, 2014 10:59am XREFS: 121867_pbase 0121867_xbase_SID Sewer 0110941_FP Hwy Motels	USER: lwheeler
PROJECT NO: 2012-1867 DRAWN BY: LJW DATE: 07/08/2014	U.S. HIGHWAY 281 UTILITY EASEMENTS
201 East 2nd Street P.O. Box 1072 Grand Island, NE 68802-1072 TEL. 308.384.8750 FAX 308.384.8752	Tract 8A



City of Grand Island

Tuesday, November 25, 2014

Council Session

Item G-13

#2014-356 - Approving Supplemental Agreement No. 2 with Kirkham Michael & Associates for Construction Engineering Services for the US Highway 30 Drainage Improvement Project

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

Council Agenda Memo

From: Terry Brown PE, Assistant Public Works Director

Meeting: November 25, 2014

Subject: Approving Supplemental Agreement No. 2 with Kirkham Michael & Associates for Construction Engineering Services for the US Highway 30 Drainage Improvement Project

Item #'s: G-13

Presenter(s): John Collins, Public Works Director

Background

All agreements must be approved by the City Council.

The purpose of the US-30 Drainage Improvement project is to construct storm sewer to the detention cell at the former location of the Wasmer Elementary School from connections on Second Street at Logan Street, Broadwell Avenue, and Madison Street. The improvements will significantly reduce the likelihood of flooding during storm events on Second Street. The project includes constructing drainage inlets on First Street and Division Street between Logan Street and Madison Street, which will provide drainage relief in those areas as well.

Other benefits the project will provide to the community include reconstruction of sidewalk ramps to Americans with Disabilities Act standards, construction of new concrete pavement, and relief for storm sewer that drains Third Street north of the project area.

This project is receiving Federal Funding through the Surface Transportation Program (STP). The project will provide drainage improvements to areas not eligible for Federal Funding and, as per a February 2011 Drainage Study Report, the Federal Highway Administration (FHWA) agreed to participate on only 77% of the construction and utility relocation costs, which STP funding would then be applied on an 80/20 basis. The funding split for eligible construction and utility relocation costs is 61.6% Federal Aid and 38.4% local funds.

On November 13, 2012, City Council approved Supplemental Agreement No. 1 with the Nebraska Department of Roads (NDOR) for clarification on the Federal share payable for the eligible and participating costs of the Preliminary Engineering, Right-of-Way and Construction phases of this project.

On May 14, 2013, City Council approved Supplemental Agreement No. 2 for limiting future obligations for the US Highway 30 Drainage Improvement Project. Funding shortfalls were caused by the current highway funding and authorization bill, the Moving Ahead for Progress in the 21st Century Act (MAP-21). To address the funding shortage, NDOR agreed to provide more funds to deliver projects already programmed through STP funds with First Class Cities, but required the Federal Aid funding for these projects to be capped. Under Supplemental Agreement No. 2 the maximum amount of STP funds that can be obligated for all project costs is \$1,011,495. The maximum amount that can be obligated for construction engineering services is 61.6% of \$130,000, or \$80,080.

On June 25, 2013, by Resolution No. 2013-198 the City entered into an agreement with Kirkham Michael & Associates for Construction Engineering Services for the project. The work was to be performed at actual costs with a maximum amount of \$179,365.15, plus a fixed-fee-for-profit amount of \$20,101.78, for a total agreement amount of \$199,466.93. The fixed-fee is computed upon the direct labor or wage costs, indirect labor costs, indirect-non-labor costs, and direct payroll additives.

Resolution No. 2014-122 was approved by City Council on May 27, 2014 to enter into Supplemental Agreement No. 1, for the amount of \$16,725.99, with Kirkham Michael to set out the modifications and/or additional duties and/or funding responsibilities for the Federal-Aid project.

Discussion

Construction on the US-30 Drainage Improvement project commenced on August 28, 2013. The contract project duration was originally estimated to take 23 weeks to complete, however, project delays occurred in October and November that were beyond the Contractor's control. The project delays were due to additional pavement work and due to inclement weather conditions affecting efficiency in operations.

The existing pavement on Monroe Street on the east side of the Wasmer Detention Cell was in poor condition, but was not in the original plans to be replaced. The concrete pavement was reconstructed in October of 2013 as part of this project to ensure that the pavement would remain in acceptable condition while Broadwell Avenue traffic was detoured onto this section in 2014. The additional paving work resulted in approximately two weeks delay to the overall schedule due to accommodations for property access and untimely weather affecting subgrade conditions.

In November of 2013, the Contractor was directed to cease storm sewer construction and complete all paving work at locations where work had started so that the workzone could

be returned to normal traffic conditions and no temporary traffic control would be required over the winter. Inclement weather in late October and November affected the Contractor's operations and resulted in approximately two weeks delay to the overall schedule.

The additional costs for Construction Engineering Services that were computed for this supplemental agreement account for additional work to be added due to related concrete thickness deficiencies. Additional time is needed for meeting with the City and NDOR staff, taking additional cores, compiling additional data and additional construction inspection.

Through this supplemental agreement, the original agreement is amended and the fixed-fee-for-profit is increased from \$21,897.71 to \$22,326.49, an increase of \$428.78. Actual costs are increased from \$194,295.21 to \$198,031.95, an increase of \$3,736.74. The total agreement amount is increased from \$216,192.92 to \$220,358.44, an increase of \$4,165.52 which the Consultant must not exceed without the prior written approval of the City of Grand Island. Due to the federal funding cap, the City's participation in these costs will be 100%.

Construction will occur late Fall 2014 if weather allows, or Spring 2015 at the latest.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approves Supplemental Agreement No. 2 with Kirkham Michael & Associates for Construction Engineering Services for the US-30 Drainage Improvement Project.

Sample Motion

Move to approve Supplemental Agreement No. 2 with Kirkham Michael & Associates for Construction Engineering Services for the US-30 Drainage Improvement Project.

SUPPLEMENTAL AGREEMENT #2

CITY OF GRAND ISLAND
KIRKHAM MICHAEL & ASSOCIATES, INC.
PROJECT NO. URB-30-4(158)
CONTROL NO. 40352A
US-30 DRAINAGE IMPROVEMENT

THIS SUPPLEMENTAL AGREEMENT is between the City of Grand Island ("LPA") and Kirkham Michael & Associates, Inc. ("Consultant"), collectively referred to as the "Parties".

WHEREAS, Consultant and LPA entered into an agreement ("Original Agreement") BK1349 and Supplemental Agreement #1 providing for Consultant to provide Construction Engineering for LPA's Federal Aid project, and

WHEREAS, it is necessary that additional work be added due to related concrete thickness deficiencies. Additional time is need for meeting with City and NDOR staff, taking additional cores, compile additional data and additional construction inspection be added under this Supplemental Agreement, and

WHEREAS, it is necessary to increase Consultant's compensation by this Supplemental Agreement for the additional work necessary to complete the project.

WHEREAS, it is the desire of LPA that the project be constructed under the designation of Project No. URB-30-4(158), as evidenced by the Resolution of LPA, attached as EXHIBIT "A" and incorporated herein by this reference, and

NOW THEREFORE, in consideration of these facts and mutual promises, the Parties agree as follows:

SECTION 1. SCOPE OF SERVICES

Consultant will perform the additional work as set out in in Exhibit "B" Consultant Work Order 2, attached and incorporated herein by this reference.

SECTION 2. NOTICE TO PROCEED AND COMPLETION SCHEDULE

The State issued Consultant a written Notice-to-Proceed on October 31, 2014. Any work or services performed by Consultant on the project prior to the date specified in the written Notice-to-Proceed is not eligible for reimbursement.

Consultant will complete all work as set out in the Original Agreement, Supplemental Agreement(s) #1, and this Supplemental Agreement.

SECTION 3. FEES AND PAYMENTS

For the work required, SECTION 7 FEES AND PAYMENTS of the Original Agreement, as amended in supplement(s) #1, is hereby further amended in accordance with Exhibit "B" so that the fixed-fee-for-profit is increased from \$21,897.71 to \$22,326.49, an increase of \$428.78. Actual costs are increased from \$194,295.21 to \$198,031.95, an increase of \$3,736.74. The total agreement amount is increased from \$216,192.92 to \$220,358.44, an increase of \$4,165.52 which Consultant must not exceed without the prior written approval of the State.

Project No. URB-30-4(158)
Control No. 40362A
US-30 Drainage Improvement

Page 1 of 3
AGREEMENT # BK1349 Sup # 2

SECTION 4. ENTIRE AGREEMENT

The Original Agreement, any and all other previous supplements thereto, and this Supplemental Agreement, constitute the entire agreement ("The Agreement") between the Parties. The Agreement supersedes any and all other previous communications, representations, or other understandings, either oral or written; all terms and conditions of the Original Agreement and all previous supplements thereto, to the extent not superseded, remain in full force and effect, and are incorporated herein as if set forth in their entirety.

SECTION 5. CONSULTANT CERTIFICATION AND REAFFIRMATION

The undersigned duly authorized representative of Consultant, by signing this Supplemental Agreement, hereby reaffirms, under penalty of law, the truth of the certifications set out in the Original Agreement and all Supplements thereto, including this Supplement. Further, Consultant has a duty to inform LPA of any material changes in the accuracy of all assertions set out in the Original Agreement and all Supplements thereto.

SECTION 6. CERTIFICATION OF LPA

By signing this Supplemental Agreement, I do hereby certify that, to the best of my knowledge, Consultant or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this agreement to:

- (a) employ or retain, or agree to employ or retain, any firm or person, or
- (b) pay or agree to pay to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind.

I acknowledge that this certification is to be furnished to the FHWA, upon their request, in connection with this agreement involving participation of Federal-Aid highway funds and is subject to applicable LPA and federal laws, both criminal and civil.

IN WITNESS WHEREOF, the Parties hereby execute this Supplemental Agreement pursuant to lawful authority as of the date signed by each party. Further, the Parties, by signing this Supplemental Agreement, attest and affirm the truth of each and every certification and representation set out herein.

EXECUTED by Consultant this _____ day of _____, 2014.

KIRKHAM MICHAEL ASSOCIATES, INC.
Chad W. Marsh

Vice President

STATE OF NEBRASKA)
)ss.
HALL COUNTY)

SUBSCRIBED AND SWORN to before me this _____ day of _____, 2014.

Notary Public

EXECUTED by LPA this _____ day of _____, 2014.

CITY OF GRAND ISLAND
Jay Vavricek

Mayor

Subscribed and sworn to before me this _____ day of _____, 2014.

Clerk

STATE OF NEBRASKA
DEPARTMENT OF ROADS
Form of Agreement Approved for
Federal Funding Eligibility:

Date

AGRS-1S

Project No. URB-30-4(158)
Control No. 40362A
US-30 Drainage Improvement

Page 3 of 3
AGREEMENT # BK1349 Sup # 2

RESOLUTION 2014-356

WHEREAS, the City of Grand Island and Kirkham Michael and Associates, Inc. have previously executed a Construction Engineering Services Agreement (BK1349) for a transportation project for which the Local Public Agency (LPA) would like to obtain Federal funds; and

WHEREAS, the City of Grand Island understands that it must continue to strictly follow all Federal, State and local laws, rules, regulations, policies and guidelines applicable to the funding of this Federal-aid project; and

WHEREAS, the City of Grand Island and Kirkham Michael and Associates wish to enter into a construction engineering services supplemental agreement setting out modifications and/or additional duties and/or funding responsibilities for the Federal-aid project.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the attached Construction Engineering Services Supplemental Agreement No. 2 between the City of Grand Island and Kirkham Michael and Associates is hereby approved in the amount of \$4,165.52 for a total cost of \$220,358.44.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 25, 2014.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
November 21, 2014	☐ City Attorney



City of Grand Island

Tuesday, November 25, 2014

Council Session

Item I-1

#2014-357 - Consideration of Request from El Castillo LLC dba El Castillo, 123 East South Front Street for a Class “I” Liquor License and Liquor Manager Designation for Horacio Rodriguez, 551 East 18th Street

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

Staff Contact: RaNae Edwards

RESOLUTION 2014-357

WHEREAS, an application was filed by El Castillo LLC doing business as El Castillo, 123 East South Front 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 November 15, 2014; such publication cost being \$16.28; and

WHEREAS, a public hearing was held on November 25, 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: _____

_____ The City of Grand Island hereby recommends approval of Horacio Rodriguez, 551 East 18th Street as liquor manager of such business contingent upon completing a state approved alcohol server/seller program.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 25, 2014.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form ☐ _____
November 21, 2014 ☐ City Attorney



City of Grand Island

Tuesday, November 25, 2014

Council Session

Item I-2

#2014-358 - Consideration of Request from Joel Poppe dba Lucky 7 Saloon, 418 West 4th Street for a Class “C” Liquor License

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

Staff Contact: RaNae Edwards

RESOLUTION 2014-358

WHEREAS, an application was filed by Joel Poppe doing business as Lucky 7 Saloon, 418 West 4th Street for a Class "C" Liquor License; and

WHEREAS, a public hearing notice was published in the *Grand Island Independent* as required by state law on November 15, 2014; such publication cost being \$16.28; and

WHEREAS, a public hearing was held on November 25, 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, November 25, 2014.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form ✕ _____
November 21, 2014 ✕ City Attorney



City of Grand Island

Tuesday, November 25, 2014

Council Session

Item I-3

#2014-359 - Consideration of Request from Casey's Retail Company dba Casey's General Store #2732, 4150 West Highway 30 for an Addition to Class "B-71404" Liquor License

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

Staff Contact: RaNae Edwards

RESOLUTION 2014-359

WHEREAS, an application was filed by Casey's Retail Company doing business as Casey's General store #2732, 4150 West Highway 30 for an addition to their Class "B-71404" Liquor License; and

WHEREAS, a public hearing notice was published in the *Grand Island Independent* as required by state law on November 15, 2014; such publication cost being \$17.26; and

WHEREAS, a public hearing was held on November 25, 2014 for the purpose of discussing such liquor license addition.

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, November 25, 2014.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form ☒ _____
November 21, 2014 ☒ City Attorney



City of Grand Island

Tuesday, November 25, 2014

Council Session

Item J-1

Approving Payment of Claims for the Period of November 13, 2014 through November 25, 2014

The Claims for the period of November 13, 2014 through November 25, 2014 for a total amount of \$4,650,271.98. A MOTION is in order.

Staff Contact: Jaye Monter