
City of Grand Island



Tuesday, February 24, 2015
Council Session Packet

City Council:

Linna Dee Donaldson
Michelle Fitzke
Chuck Haase
Julie Hehnke
Jeremy Jones
Vaughn Minton
Mitchell Nickerson
Mike Paulick
Roger Steele
Mark Stelk

Mayor:

Jeremy L. Jensen

City Administrator:

Marlan Ferguson

City Clerk:

RaNae Edwards

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

Call to Order

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

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

Invocation - Pastor Richard King, Solid Rock Baptist Church, 3221 West 13th Street

Pledge of Allegiance

Roll Call

A - SUBMITTAL OF REQUESTS FOR FUTURE ITEMS

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

B - RESERVE TIME TO SPEAK ON AGENDA ITEMS

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



City of Grand Island

Tuesday, February 24, 2015

Council Session

Item C-1

**Convention Visitors Bureau Presentation by Executive Director
Brad Mellema**

Staff Contact: Mayor Jeremy Jensen



City of Grand Island

Tuesday, February 24, 2015

Council Session

Item D-1

**#2015-BE-1 –Consideration of Determining Benefits for 2010, 2013
& 2014 Weed/Nuisance Abatement Program**

Staff Contact: Stacy Nonhof, Assistant City Attorney

Council Agenda Memo

From: Stacy R. Nonhof, Assistant City Attorney

Meeting: February 24, 2015

Subject: Determination of Benefits
2010, 2013 & 2014 Weed Abatement Program

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

Presenter(s): Stacy R. Nonhof, Assistant City Attorney

Background

The Grand Island City Code contains a procedure for abating nuisances on properties such as excessive growths of weeds or litter. The City Code provides for owners to receive a notice to cut their weeds and grasses and if the owners do not comply with such notice, the City is authorized to do the work and bill the property owner. If the owner fails to pay the bill, the City is authorized by Section 17-38 of the City Code to levy an assessment on the property for the amount of the mowing expenses.

Discussion

The City Council, sitting as the Board of Equalization, is being asked to determine the benefits for nuisance abatement and the weed abatement program that took place during the growing seasons of 2010, 2013 and 2014. There were a number of properties within the City of Grand Island which were not mowed after notice was given. The property owners did not respond to the notice, the City contracted to have the properties mowed or otherwise abated the nuisance, and sent a statement to the property owners for the cost of the mowing. The determination of benefits and levying of special assessments by ordinance on the properties are the next steps in the process of collecting the mowing expense.

Alternatives

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

1. Determine the benefits and approve levying the assessment against the property.

2. Continue the issue to a later date.

Recommendation

City Administration recommends that the Council determine the benefits of mowing and nuisance abatement done during 2010, 2013 and 2014 and levy the unpaid benefits as a lien against the properties.

Sample Motion

Move to adopt the resolution determining the special benefits of abating nuisances for the properties listed and in the amounts set forth in the resolution.

After the resolution is adopted, a separate motion to adopt the assessment ordinance will be made in the manner for adopting ordinances.

R E S O L U T I O N 2015-BE-1

WHEREAS, pursuant to Sections 16-230 and 16-707, Neb. R.R.S. 1943, as amended, the City Clerk of the City of Grand Island, Nebraska, gave notice at least ten (10) days prior thereto by publication in a newspaper having general circulation in the City and by mail to persons whose addresses were known to her that the City Council would meet as a Board of Equalization to equalize special weed cutting assessments.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, sitting as a Board of Equalization for the purpose of assessing the costs and expenses of cutting and removing weeds, grasses, or worthless vegetation to the various lots and pieces of ground during the 2010, 2013 and 2014 seasons, that:

1. The special benefits accruing to the real estate hereinafter described for each cutting is the actual expense thereof as costs for the City per lot or piece of ground or any combination thereof; and

2. The several lots and pieces of ground hereinafter described are respectively benefited by reason of such weed elimination as follows:

Date Mowed	Owner	Location	Legal Description	Total
8/23/2010	Jose Antonio Reyes 4012 W Faidley Ave Grand Island, NE 68803	1 Navajo Dr Parcel #400162563	Dale Roush 3rd Sub, Lot 1	125.00
9/20/2010	Janice Leetch	811 W 14th St	Gilberts 2nd Add Lot 3 Block 12	125.00
6/27/2013	1906 W 8th St	Parcel # 400135167		135.00
10/15/2014	Hastings, NE 68901			350.00
6/24/2013	L & P Investments LLC 429 Industrial Ln Grand Island, NE 68803	809 S Locust St Parcel #400148110	Section 22-11-9 66' x132' xc City	125.00
8/22/2013	K-M Partnership LLP PO BOX 2339 Grand Island, NE 68802-2239	825 Custer Ave Parcel #400071588	Medical Park 8th Sub Lot 3	170.00
6/27/2013	Charles and LeAnn Joseph 707 W 10th St Grand Island, NE 68801	707 W 10th St Parcel #400029944	HG Clarks Addition Lot 2 Block 5	120.00
6/26/2013	Daniel Kobza	2330 N Huston Ave	College Addition to West Lawn N 1/2 Lot 3 & all Lot 1 Block 13	125.00
7/17/2014	2328 N Huston Ave	Parcel #400034301		275.00

10/2/2014	Grand Island, NE 68803			150.00
7/4/2013	Herman Zalud III 715 W 12th St Grand Island, NE 68801	422 E 10th St Parcel #400121905	Russel Wheeler's Add Lot 10 Block 31	125.00
7/4/2013	Genaro Guardiola 3203 E Highway 30 Grand Island, NE 68801	1122 E 5th St Parcel # 400128591	Evans Add Lots 9 & 10 Block 7	125.00
7/15/2013	Samuel M Nolte	207 E 13th St	Wheeler & Bennett's 2nd Add Lot 4 Block 62	130.00
7/14/2014	2300 W Capital Ave Grand Island, NE 68803	Parcel #400124106		115.00
8/26/2013	Clemente & Maricela Arellano 1706 N Park Ave Grand Island, NE 68803	1706 N Park Ave Parcel #400115638	West Lawn Sub Lot 70	125.00
8/7/2013	Nelsen Enterprises Inc/A C	400 Industrial LN	Commerical Industrial Park Sub Lot 6	850.00
6/18/2014	C Clifton Nelsen ETAL Trustees	Parcel #400036584		400.00
8/30/2014	11818 L St Omaha, NE 68100			350.00
7/30/2014	Larry D & Amanda M Gydesen 239 S Plum St Grand Island, NE 68801	239 S Plum St Parcel #400054361	Koehler Place Lot 6 Block 1	450.00
8/22/2014	Craig O Woodward 819 Stockyards Ln Grand Island, NE 68801	803 N Shady Bend Rd Parcel #400206315	Shady Bend 3rd Sub Lot 2	275.00
8/15/2014	Roberto Parra 111 E Charles Grand Island NE 68801	309 E 2nd St Parcel #400006499	Original Town E 38' Lot 3 Block 76	190.00
6/16/2014	Jacob & Kayla Sanchez 3214 Westside Grand Island, NE 68803	3214 Westside Parcel #400049422	Island Acres Number 7 Lot 40	100.00
7/1/2014	US Bank National Association 4801 Frederica St Owensboro, KY 42301	417 W Koenig Parcel #400080931	Railroad Add Lot 3 Block 104	115.00
8/15/2014	Jeremy J & Latona L Titman	310 N Cherokee Ave	Dale Roush 2nd Sub Lot 3 Block 3	425.00

	310 N Cherokee Ave Grand Island, NE 68803	Parcel #400163004		
8/21/2014	GI Walnut LLC 217 S 74th St Ste 201 Omaha, NE 68114	413 W 4th St Parcel #400003287	Original Town N 44' Lt 1 & N 44' Lt 2 Block 39	125.00
9/16/2014	James C Ryan PO Box 175 Wolbach, NE 68882	3530 Curran Ave Parcel #400023571	Bosselman 2nd Sub Lot 27	165.00
9/16/2014	James C Ryan PO Box 175 Wolbach, NE 68882	2712 N Diers Ave Parcel #400023601	Bosselman 2nd Sub Lot 29 xc S 20'	185.00
10/31/2014	Joseph R Vitali & Heather E Brodigan 913 N Sycamore St Grand Island NE 68801	913 N Sycamore Parcel #400098075	Union Pacific Railway Co S 2nd Add S 43' Lot 4 Block 141	135.00
10/15/2014	Bank Of America NA 7105 Corporate Dr Plano, TX 75024	2422 N Taylor Ave Parcel #400076810	Pepper Square Sub Lots 3 & 4	140.00
10/15/2014	Marty & Maureen Hulse 1014 W 4th St Grand Island, NE 68801	1014 W 4th St Parcel #400085224	Rollins Add Lot 8 Block 14	150.00
10/31/2014	Jesus Garcia 314 E Division Grand Island NE 68801	314 E Division Parcel #400007576	Original Town W 1/2 Lot 7 Block 93	145.00
11/18/2014	Clemente & Maricella Arellano 1706 N Park Ave Grand Island NE 68803	1706 N Park Ave Parcel # 400115638	West Lawn Sub Lot 70	125.00
6/5/2014	Abigail Martin 234 S Shady Bend Rd Grand Island NE 68801	234 S Shady Bend Rd Parcel #400086921	Sass' Sub, S 1/4 of Lts 1-2-3-4 & E 5.6' of Lot 24 Sass 2nd Sub	120.00
6/4/2014	Theodore J Robb 2811 S Locust St. Grand Island NE 68801	703 S Webb Rd Parcel # 400036622	Commerical Industrial Sub Lot 9	140.00
6/4/2014	Theodore J Robb 2811 S Locust St. Grand Island NE 68801	603 S Webb Rd Parcel # 400036592	Commerical Industrial Park Sub S 188.6' of Lot 8	140.00

10/6/2014	Jimmy Sleeper 409 Arapahoe Grand Island NE 68803	409 Arapahoe Parcel #400162962	Dale Roush 2nd Sub Lot 11 Block 2	314.00
			Grand Total	7,359.00

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 24, 2015.

Jeremy Jensen, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, February 24, 2015

Council Session

Item E-1

Public Hearing on Request from Midland Ag Services, Inc. on behalf of Verizon Wireless for a Conditional Use Permit for a 133' Monopole for Wireless Telecom located at 1203 South Stuhr Road

Staff Contact: Craig Lewis

Council Agenda Memo

From: Craig A. Lewis, Building Department Director

Meeting: February 24, 2015

Subject: Request of Jeffery Skinner, representing Verizon Wireless for Approval of a Conditional Use Permit to Allow Construction of a Telecommunication Tower at 1203 S. Stuhr Road

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

Presenter(s): Craig Lewis, Building Department Director

Background

This is a request to allow for the construction of a 133 foot monopole telecommunication tower at 1203 S. Stuhr Road to facilitate their cellular service area. The property is currently zoned T-A Transitional Agriculture. The Grand Island Zoning Code requires that all communication towers receive the approval of City Council in the form of a conditional use permit prior to construction.

The intent of the tower and telecommunication facilities and antenna regulations are to protect residential areas and land uses from the potential adverse impact of the installation of towers and antennas through careful design, siting, and camouflaging, to promote and encourage shared use/collocation of towers, and to ensure that towers and antennas are compatible with the surrounding land uses.

Discussion

The City Code specifies eight items to be submitted with the application for a tower development permit; all of those items have been submitted, with the exception of:

1). the engineering of the tower and foundation design. It appears reasonable to delay the submittal of these items until after the City Council has approved the location. At the time of a request for a building permit then the engineering for the construction needs to be submitted before a building permit would be issued.

An affidavit supplying evidence that it is not practical to collocate with any towers within a one mile radius has been submitted by the applicant. There are two towers within the one mile radius of the proposed site, one was identified in the affidavit at 589 S. Stuhr

Road and that 85' tower has been determined by the applicant as impractical for collocation. The second tower is at 636 S. Shady Bend Road. That 80' tower is owned by the Seventh Day Adventist church and utilized for a low power FM transmissions, it would not appear capable of supporting additional equipment.

The proposed site is within the airport approach zone, a determination of no hazard to air navigation has been received from the Federal Aviation Administration, issued September 26, 2014.

Airport Administration recently requested that a tower constructed in the Airport approach zone be lighted. The City Council confirmed that request and approved the construction with a condition that the tower be lighted.

Staff continues to support lighting of communication towers only if required by the Federal Aviation Administration but if required as a condition of approval within the airport approach zone would suggest that such lighting be in conformance with FAA Advisory Circular AC 70/7460-1K.

The proposed tower is also within approximately 106' of a 65' utility easement utilized for a 115 KVA electrical transmission line. Utilities would recommend if approved that the tower be designed and certified that upon failure the fall zone would be limited to an 80' radius from the base of the tower protecting the transmission lines.

Alternatives

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

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

Recommendation

City Staff recommends that the Council approve the request with conditions identified for a conditional use permit to construct this communication tower, finding that the request does promote the health, safety, and general welfare of the community, protects property against blight and depreciation, and is generally harmonious with the surrounding neighborhood.

Sample Motion

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

Non-Refundable Fee: \$1,000.00

Return by:

Council Action on: 2-24-15

Conditional Use Permit Application

 pd: Building, Legal, Utilities
 Planning, Public Works

1. The specific use/construction requested is: 133' monopole for wireless telecom
2. The owner(s) of the described property is/are: Midland Ag Services, Inc., a Nebraska Corporation
3. The legal description of the property is: A tract of land comprising the West 1/2 of Section 23, Township 11N, Range 9 W
4. The address of the property is: Vacant Parcel / Parcel ID#: 400207044 1203 So. Stuhr Road
5. The zoning classification of the property is: Transitional AG
6. Existing improvements on the property is: None
7. The duration of the proposed use is: Length of lease
8. Plans for construction of permanent facility is: Attached
9. The character of the immediate neighborhood is: Production and non production Ag fields with mix of sparse rural residential
10. There is hereby attached a list of the names and addresses of all property owners within 200' of the property upon which the Conditional Use Permit is requested.
11. Explanation of request: Grand Island City Ordinance requires any new tower construction receive approval of CUP. Verizon has a response from RF Department demonstrating the need for a tower facility in this area in order to provide the continuing services their customers are accustomed to receiving.

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

1-19-15

Date

Midland Ag Services, Inc.
 Owners(s) by Roger R. Shuch
Pres.
308-380-4837

Phone Number

1012 South Shady Bend Road

Address

Grand Island

City

NE

State

68801

Zip

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





Mail Processing Center
Federal Aviation Administration
Southwest Regional Office
Obstruction Evaluation Group
2601 Meacham Boulevard
Fort Worth, TX 76193

Aeronautical Study No.
2014-ACE-2193-OE
Prior Study No.
2013-ACE-3382-OE

Issued Date: 09/26/2014

Mikhail Raznobriadsev
Alltel Communications of Nebraska, Inc.
1120 Sanctuary Prkwy
Suite 150 GASA5REG
Alpharetta, GA 30004

**** DETERMINATION OF NO HAZARD TO AIR NAVIGATION ****

The Federal Aviation Administration has conducted an aeronautical study under the provisions of 49 U.S.C., Section 44718 and if applicable Title 14 of the Code of Federal Regulations, part 77, concerning:

Structure:	Monopole New Fair
Location:	Grand Island, NE
Latitude:	40-54-31.58N NAD 83
Longitude:	98-18-51.13W
Heights:	1843 feet site elevation (SE) 133 feet above ground level (AGL) 1976 feet above mean sea level (AMSL)

This aeronautical study revealed that the structure would have no substantial adverse effect on the safe and efficient utilization of the navigable airspace by aircraft or on the operation of air navigation facilities. Therefore, pursuant to the authority delegated to me, it is hereby determined that the structure would not be a hazard to air navigation provided the following condition(s) is(are) met:

It is required that FAA Form 7460-2, Notice of Actual Construction or Alteration, be e-filed any time the project is abandoned or:

- ☒ At least 10 days prior to start of construction (7460-2, Part 1)
☒ Within 5 days after the construction reaches its greatest height (7460-2, Part 2)

See attachment for additional condition(s) or information.

Based on this evaluation, marking and lighting are not necessary for aviation safety. However, if marking/lighting are accomplished on a voluntary basis, we recommend it be installed and maintained in accordance with FAA Advisory circular 70/7460-1 K Change 2.

This determination expires on 03/26/2016 unless:

- the construction is started (not necessarily completed) and FAA Form 7460-2, Notice of Actual Construction or Alteration, is received by this office.
- extended, revised, or terminated by the issuing office.

- (c) the construction is subject to the licensing authority of the Federal Communications Commission (FCC) and an application for a construction permit has been filed, as required by the FCC, within 6 months of the date of this determination. In such case, the determination expires on the date prescribed by the FCC for completion of construction, or the date the FCC denies the application.

NOTE: REQUEST FOR EXTENSION OF THE EFFECTIVE PERIOD OF THIS DETERMINATION MUST BE E-FILED AT LEAST 15 DAYS PRIOR TO THE EXPIRATION DATE. AFTER RE-EVALUATION OF CURRENT OPERATIONS IN THE AREA OF THE STRUCTURE TO DETERMINE THAT NO SIGNIFICANT AERONAUTICAL CHANGES HAVE OCCURRED, YOUR DETERMINATION MAY BE ELIGIBLE FOR ONE EXTENSION OF THE EFFECTIVE PERIOD.

This determination is subject to review if an interested party files a petition that is received by the FAA on or before October 26, 2014. In the event a petition for review is filed, it must contain a full statement of the basis upon which it is made and be submitted to the Manager, Airspace Regulations & ATC Procedures Group, Federal Aviation Administration, 800 Independence Ave, SW, Room 423, Washington, DC 20591.

This determination becomes final on November 05, 2014 unless a petition is timely filed. In which case, this determination will not become final pending disposition of the petition. Interested parties will be notified of the grant of any review. For any questions regarding your petition, please contact Airspace Regulations & ATC Procedures Group via telephone -- 202-267-8783 - or facsimile 202-267-9328.

This determination is based, in part, on the foregoing description which includes specific coordinates, heights, frequency(ies) and power. Any changes in coordinates, heights, and frequencies or use of greater power will void this determination. Any future construction or alteration, including increase to heights, power, or the addition of other transmitters, requires separate notice to the FAA.

This determination does include temporary construction equipment such as cranes, derricks, etc., which may be used during actual construction of the structure. However, this equipment shall not exceed the overall heights as indicated above. Equipment which has a height greater than the studied structure requires separate notice to the FAA.

This determination concerns the effect of this structure on the safe and efficient use of navigable airspace by aircraft and does not relieve the sponsor of compliance responsibilities relating to any law, ordinance, or regulation of any Federal, State, or local government body.

Any failure or malfunction that lasts more than thirty (30) minutes and affects a top light or flashing obstruction light, regardless of its position, should be reported immediately to (877) 487-6867 so a Notice to Airmen (NOTAM) can be issued. As soon as the normal operation is restored, notify the same number.

This aeronautical study considered and analyzed the impact on existing and proposed arrival, departure, and en route procedures for aircraft operating under both visual flight rules and instrument flight rules; the impact on all existing and planned public-use airports, military airports and aeronautical facilities; and the cumulative impact resulting from the studied structure when combined with the impact of other existing or proposed structures. The study disclosed that the described structure would have no substantial adverse effect on air navigation.

An account of the study findings, aeronautical objections received by the FAA during the study (if any), and the basis for the FAA's decision in this matter can be found on the following page(s).

A copy of this determination will be forwarded to the Federal Communications Commission (FCC) because the structure is subject to their licensing authority.

If we can be of further assistance, please contact Vee Stewart, at (816) 329-2508. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2014-ACE-2193-OE.

Signature Control No: 217331824-230397742

(DNH)

John Page

Manager, Obstruction Evaluation Group

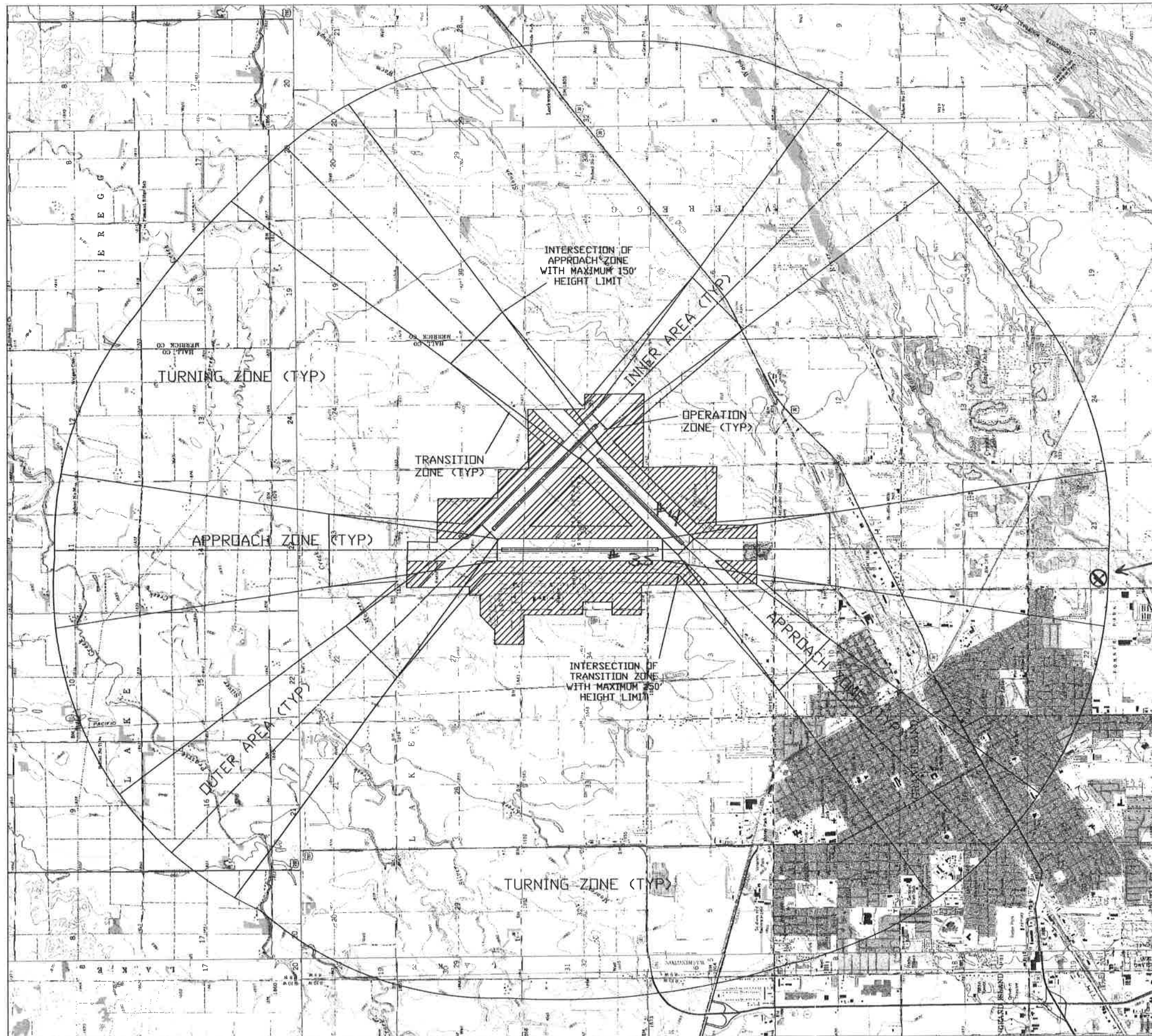
Attachment(s)

Additional Information

Frequency Data

Map(s)

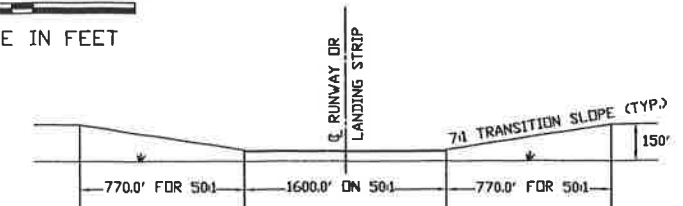
cc: FCC



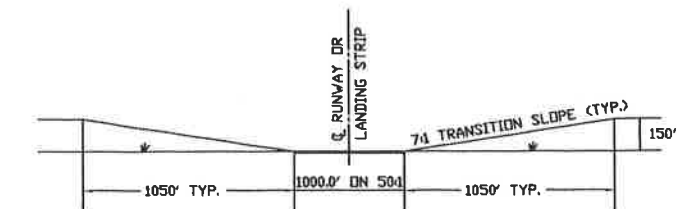
GRADE ELEVATIONS ON RUNWAY ENDS (MSL)
 RUNWAY ELEVATION OF RUNWAY END 17 = 1843.7'
 RUNWAY ELEVATION OF RUNWAY END 35 = 1846.7'
 RUNWAY ELEVATION OF RUNWAY END 13 = 1840.4'
 RUNWAY ELEVATION OF RUNWAY END 31 = 1841.1'
 RUNWAY ELEVATION OF RUNWAY END 4 = 1846.2'
 RUNWAY ELEVATION OF RUNWAY END 22 = 1841.1'



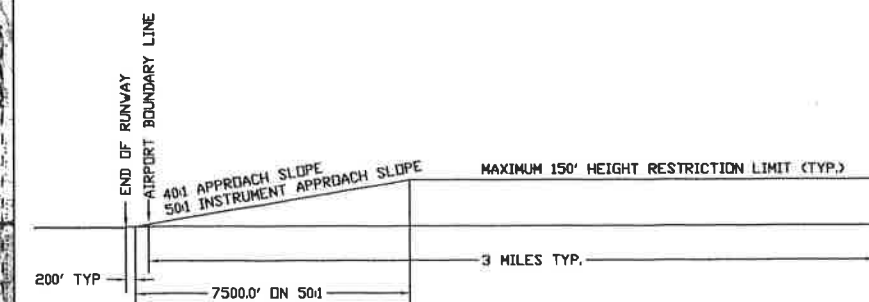
0 2500 5000
 SCALE IN FEET



TYPICAL CROSS SECTION OF APPROACH ZONE
 AT A POINT 2000' FROM END OF OPERATION
 ZONE.



TOWER LOCATION 1976' AMSL
 TYPICAL TRANSVERSE CROSS SECTION ALONG
 OPERATION ZONE.



APPROACH ZONE PROFILE

NOTE: IN THE TURNING ZONES AND THE OUTER AREAS OF THE APPROACH
 ZONES ANY OBJECT HIGHER THAN 150' ABOVE THE NEAREST POINT
 OF THE LANDING AREA IS CONSIDERED AN OBSTRUCTION.

ARP (AIRPORT REFERENCE
 POINT) COORDINATES

LATITUDE: 40° 58' 3" N
 LONGITUDE: 98° 18' 31" W

NEBRASKA
 DEPARTMENT OF AERONAUTICS
 ENGINEERING DIVISION

ZONING MAP
 CENTRAL NEBRASKA REGIONAL
 GRAND ISLAND, NEBRASKA

SUBMITTED: JS	DRAWN BY: JS
CHECKED:	DRAWING NO: ZN-GI-02
APPROVED:	DATE: 7-17-2002
SHEET NO. 1	



February 19, 2015

Mayor Jeremy Jensen
City of Grand Island
P.O. Box 1968
Grand Island, NE, 68802

Dear Mayor Jensen,

This letter is in support for approval of the request by Verizon Wireless to build a cell tower on property owned by Midland Ag Services. The property in question is adjacent to the east of Fonner Park across Stuhr Road.

Our interest is of course for the 11-days each year that Fonner Park becomes the Nebraska State Fairgrounds. Having welcomed over 1.6 million visitors since 2010, one can imagine how hard the cell towers are worked during our peak times.

Cell service during the State Fair becomes so limited that it is impossible to place or receive a call. Many of our vendors use cell service to perform financial transactions, and are unable to do so during peak times. Our biggest concern is the potential inability of a State Fair employee or one of our guests to connect to first responders, should an emergency arise.

We have worked closely with Verizon over the past 5-years to try and alleviate the situation. Verizon has placed portable cell towers on the fairgrounds to work in conjunction with other towers, but to no avail. In our talks with Verizon, they explain a tower is necessary to better manage the overloads we experience.

We support approval and thank you for your consideration.

Sincerely,

Joseph McDermott, CFE
Executive Director
Nebraska State Fair

PC: Marlan Ferguson, Grand Island City Administrator
Members, Grand Island City Council



City of Grand Island

Tuesday, February 24, 2015

Council Session

Item E-2

Public Hearing on Request from The Diamond Engineering Company on behalf of Verizon Wireless for a Conditional Use Permit for Construction of an 88' Wireless Telecom Monopole and Radio Shelter located at 3000 Garland Street

Staff Contact: Craig Lewis

Council Agenda Memo

From: Craig Lewis, Building Department Director

Meeting: February 24, 2015

Subject: Request of Jeffrey Skinner, representing Verizon Wireless for Approval of a Condition Use Permit to Construct a Telecommunication Tower at 3000 Garland Street

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

Presenter(s): Craig Lewis, Building Department Director

Background

This is a request to allow for the construction of an 88 foot monopole telecommunication tower at 3000 Garland Street to facilitate their cellular service area. The property is currently zoned LLR Large Lot Residential. The Grand Island Zoning Code requires that all telecommunication towers receive the approval of City Council in the form of a conditional use permit prior to construction.

The intent of the tower and telecommunication facilities and antenna regulations are to protect residential areas and land uses from the potential adverse impact of the installation of towers and antennas through careful design, siting, and camouflaging, to promote and encourage shared use/collocation of towers, and to ensure that towers and antennas are compatible with the surrounding land uses.

Discussion

City Code specifies eight items be submitted with the application for a tower development permit; all of those items have been submitted with the exception of:

1). the engineering of the tower and foundation design, and, 2). the names, addresses and telephone numbers of all owners of other towers or usable antenna support structures within one mile radius of the location of the proposed tower.

It appears reasonable to delay the submittal of the engineered design until after the City Council has approved the location. At the time of a request for a building permit then the engineering for the construction needs to be submitted before a building permit would be issued.

Information attesting to an effort to collocate with any tower within a one mile radius has been submitted by the applicant; however it does not identify two additional towers within the area owned by the City of Grand Island. There are three tower locations within the one mile radius; one is at 3133 W. Highway. #34, Stuhr Museum, this tower does not appear to be capable of additional capacity and the two City owned towers at Fire Station #3 at 2310 S. Webb Road and the Cemetery at 3168 W. Stolley Park Road, both of which are only 60' in height and would not be feasible for the proposed coverage area.

The location of this proposal does not appear to create any negative impact on the neighboring properties.

Section 36-177 addresses landscaping for tower sites and states that all tracts on which towers are located shall be subject to landscape requirements of the City Code but as this property is in a residential zone landscaping does not appear necessary.

Alternatives

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

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

Recommendation

City Staff recommends that the Council approve the request for a conditional use permit to construct this telecommunication tower, finding that the request does promote the health, safety, and general welfare of the community, protects property against blight and depreciation, and is generally harmonious with the surrounding neighborhood.

Sample Motion

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



Non-Refundable Fee: \$1,000.00

Return by:

Council Action on: 2-24-15

Conditional Use Permit Application

pc: Building, Legal, Utilities
Planning, Public Works

1. The specific use/construction requested is: Construction of a proposed 88' Wireless Telecom Monopole and radio shelter
2. The owner(s) of the described property is/are: The Diamond Engineering Company, a Nebraska corporation
3. The legal description of the property is: SEE ATTACHED SURVEY
4. The address of the property is: Vacant parcel 3000 Garland Street
5. The zoning classification of the property is: LLR
6. Existing improvements on the property is: Undeveloped Lot
7. The duration of the proposed use is: Length of lease
8. Plans for construction of permanent facility is: Attached with application
9. The character of the immediate neighborhood is: Vacant lot with residential homes to the north, multi family residential to the west
Mix of business to the west and south.
10. There is hereby **attached** a list of the names and addresses of all property owners within 200' of the property upon which the Conditional Use Permit is requested.
11. Explanation of request: Any new tower development requires an approval of CUP application. Verizon has submitted letter from RF Engineer indicating why the proposed site is required for Verizon's customer base to continue to receive the service they depend on and to keep Verizon's network operating at an optimal level.

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

The Diamond Engineering Company

January 16, 2015

Date

(308) 382-8362

Phone Number

Jeffrey Skinner President
Owners(s)
Jeffrey Skinner Authorized Verizon Agent

1521 West Anna

Address

Grand Island

City

NE

State

68801

Zip

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



City of Grand Island

Tuesday, February 24, 2015

Council Session

Item E-3

**Public Hearing on Amendment to the Redevelopment Plan, a
Portion of CRA Area 1, for Downtown Upper Story Residential
Life Safety Grant**

Staff Contact: Chad Nabity

Council Agenda Memo

From: Chad Nabity, AICP

Meeting: February 24, 2015

Subject: Amendment to Redevelopment Plan for CRA Area #1
Pertaining to Downtown Upper Story Residential Grants

Item #'s: E-3 & I-2

Presenter(s): Chad Nabity, AICP CRA Director

Background

Enclosed you will find a Redevelopment Plan Amendment for CRA Area 1 that will authorize the CRA to issue grants for upper story residential development in Downtown Grand Island as defined within the plan.

The 2014-2015 CRA Budget included a line item of \$200,000 to support the development of upper story residential development in Downtown Grand Island. Grand Island City Council and the CRA each authorized \$100,000 toward this effort. The goal of this program is to encourage the development of 50 new residential units in Downtown Grand Island. The intent of this program if used and successful is to continue funding the program for 5 years through the 2019 budget year.

The attached plan does anticipate that the developers of these projects will avail themselves of all available assistance to make the projects successful including the use of Tax Increment Financing but this plan does not authorize the use of TIF. This plan only authorizes the CRA to make grants of up to \$20,000 for two plus bedroom units and \$15,000 for single bedroom units. All units receiving these grants must be new residential units and only those units created on the second story or above are eligible for the grants. The CRA may authorize a grant of less than \$20,000 per unit at their discretion.

The CRA reviewed the proposed development plan on January 14, 2015 and forwarded it to the Hall County Regional Planning Commission for recommendation at their meeting that was held on February 18, 2015.

The Hall County Regional Planning Commission held a public hearing on the plan amendment at a meeting on February 18, 2015. The Planning Commission approved Resolution 2015-02 in support of the proposed amendment, declaring the proposed

amendment to be consistent with the Comprehensive Development Plan for the City of Grand Island.

Discussion

Tonight, Council will hold a public hearing to take testimony on the proposed plan amendment and enter that testimony and a copy of the plan amendment into the record of this action.

Council is being asked to approve a resolution approving the amended redevelopment plan for CRA Area 1 that authorizes the CRA to create a grant program to subsidize and encourage the development of upper level housing in a specified area of Redevelopment Area 1 as shown in the plan. This program would be authorized for a period of not to exceed 5 years or as long as both the CRA and City of Grand Island set aside funds for the program. The CRA would be the sole authority for making grants but would begin reporting results in April of 2016 and would make a report to Council each year thereafter.

Alternatives

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

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

Recommendation

The CRA and Hall County Regional Planning Commission recommend that the Council approve the Resolution necessary for the adoption and implementation of this plan.

Sample Motion

Move to approve the resolution as submitted.

Redevelopment Plan Amendment Grand Island CRA Area 1 October 2014

The Community Redevelopment Authority (CRA) of the City of Grand Island intends to amend the Redevelopment Plan for Area 1 within the city, pursuant to the Nebraska Community Development Law (the “Act”) and provide for the creation of a grant program to further the development of upper story housing in buildings within the identified boundaries of this plan in Area 1.

Executive Summary: Project Description

THE CREATION OF GRANT PROGRAM TO FOSTER THE DEVELOPMENT OF UPPER STORY RESIDENTIAL UNITS IN AND NEAR THE DOWNTOWN CORE IT IS THE GOAL OF THE DOWNTOWN BUSINESS IMPROVEMENT DISTRICT, DOWNTOWN PROPERTY OWNERS, THE GRAND ISLAND CITY COUNCIL AND THE CRA TO DEVELOP 50 UPPER STORY RESIDENTIAL UNITS WITHIN THIS AREA BY THE END OF 2019.

Primary funding for this program will be provided through an appropriation from the City of Grand Island General Fund to be approved each year during the budget process and a set aside for grant purposes from the CRA General Budget. During the 2014-15 fiscal year each entity has agreed to contribute \$100,000. It is anticipated that this level of funding can continue through the 2018-19 fiscal year.

The plan does not authorize the use of Tax Increment Financing (“TIF”). It is anticipated that TIF will be part of some of these projects. A separate application and redevelopment plan will be required for all projects utilizing TIF. This plan does anticipate and recognize that many if not all of these projects will also require the use of TIF to be feasible.

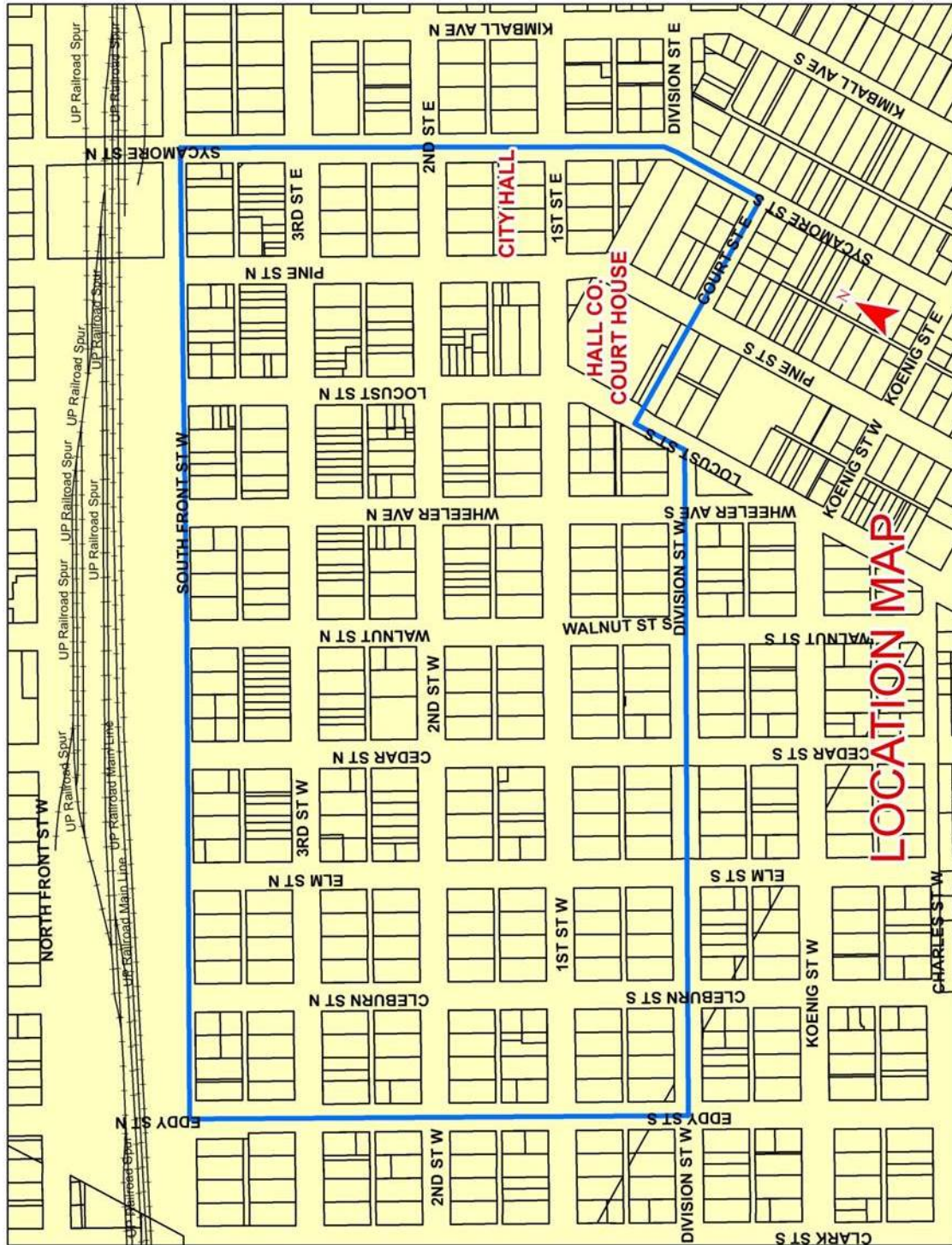
Acquisition, site work, rehabilitation and construction of all improvements will be paid for by the developer. The developer is responsible for and will provide evidence that they can secure adequate debt financing to cover the costs associated with each project. The CRA may grant funds as provided for in the CRA Annual Budget to developers of up to \$20,000 per two plus bedroom unit and \$15,000 per single bedroom unit developed on an upper floor of a building. These funds may only be granted for new residential units within the project area. Grants made under this program are to be paid to the developer upon completion of the project and upon the developer showing evidence of such completion including certificates of occupancy, building inspection reports, approval of the fire marshal, paid invoices and evidence of actual costs.

**UPPER STORY RESIDENTIAL LIFE SAFETY IMPROVEMENTS GRANTS
SHALL BE LIMITED TO THE FOLLOWING GEOGRAPHIC AREA:**

Property Description (the “Redevelopment Project Area”)

This property is bounded at the east side by Sycamore Street, the north side by South Front Street, the west side by Eddy Street and on the south side by Division Street, Locust Street and Court Street as shown on the attached maps identifying the area and the surrounding land uses.

- **Legal Descriptions** Beginning at the center of the intersection of Court Street and Sycamore street proceeding along the centerline of Sycamore Street in a northerly direction to the center of the intersection of Division Street and Sycamore Street and continuing along the centerline of Sycamore Street in a northwesterly direction to the center of the intersection of Sycamore Street and South Front Street; thence following the centerline of South Front Street in a southwesterly direction to the center of the intersection of Eddy Street and South Front Street; thence following the centerline of Eddy Street in a southeasterly direction to the center of the intersection of Eddy Street and Division Street; thence following the centerline of Division Street in a northeasterly direction to the center of the intersection of Division Street and Locust Street; thence in following the centerline of Locust Street in a northerly direction to the center of the intersection of Locust Street and Court Street; thence following the centerline of Court Street in an easterly direction to the point of beginning.



Redevelopment Plan Amendment Complies with the Act:

The Community Development Law requires that a Redevelopment Plan and Project consider and comply with a number of requirements. This Plan Amendment meets the statutory qualifications as set forth below.

1. The Redevelopment Project Area has been declared blighted and substandard by action of the Grand Island City Council on December 19, 2000.[§18-2109] Such declaration was made after a public hearing with full compliance with the public notice requirements of §18-2115 of the Act.

2. Conformation to the General Plan for the Municipality as a whole. [§18-2103 (13) (a) and §18-2110]

Grand Island adopted a Comprehensive Plan on July 13, 2004. This redevelopment plan amendment and project are consistent with the Comprehensive Plan, in that no changes in the Comprehensive Plan elements are intended. This plan merely provides a mechanism for funding life safety and infrastructure necessary to fully utilize existing buildings in downtown Grand Island for upper story residential uses.

3. The Redevelopment Plan must be sufficiently complete to address the following items: [§18-2103(13) (b)]

a. Land Acquisition:

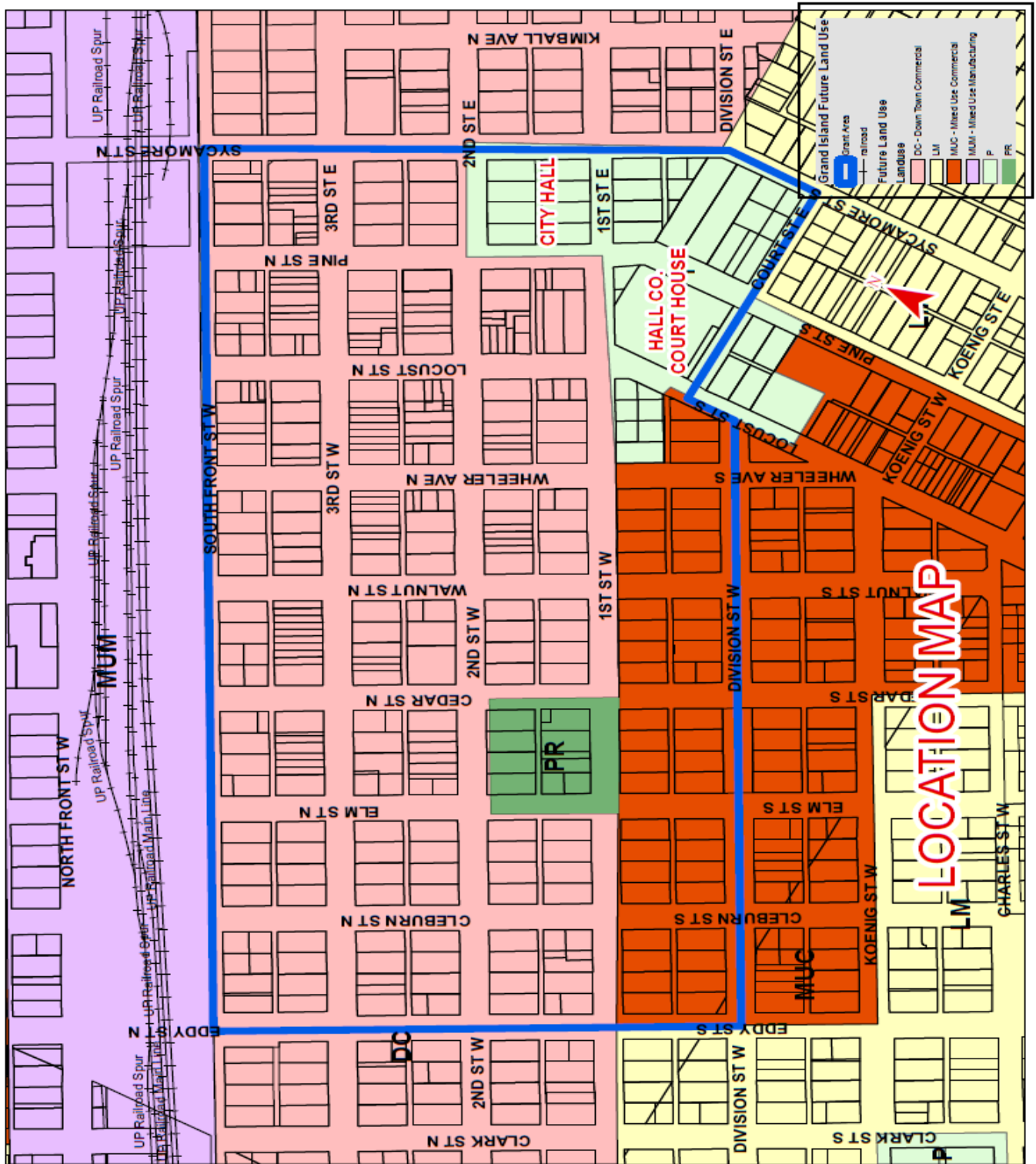
The Redevelopment Plan for Area 1 provides for real property acquisition and this plan amendment does not prohibit such acquisition. There is no proposed acquisition by the authority.

b. Demolition and Removal of Structures:

The projects to be implemented with this plan do not provide directly for the demolition of structures. Some internal demolition may be necessary for redevelopment but the primary purpose of this plan is to encourage redevelopment and reuse of existing buildings in downtown Grand Island.

c. Future Land Use Plan

See the attached map from the 2004 Grand Island Comprehensive Plan. The site is planned for downtown commercial development and public uses. [§18-2103(b) and §18-2111] The attached map also is an accurate site plan of the area after redevelopment. [§18-2111(5)]



Grand Island Future Land Use Map

d. Changes to zoning, street layouts and grades or building codes or ordinances or other Planning changes.

The area is zoned primarily B3- Heavy Business zone. No zoning changes are anticipated with this project. The B3 Zoning District allows for residential uses with no restrictions on density. A small section along Division Street is zoned RO Residential Office. No changes are anticipated in street layouts or grades. No changes are anticipated in building codes or ordinances. Nor are any other planning changes contemplated. [§18-2103(b) and §18-2111]

e. Site Coverage and Intensity of Use

The majority of the property is zoned B3 and could accommodate a building of up to 100% of the property [§18-2103(b) and §18-2111]

f. Additional Public Facilities or Utilities

Sewer and water are available to support this development. Water mains and fire service lines may need to be improved or added to support the proposed upper story development.

No other utilities would be impacted by the development.

The developer will be responsible for replacing any sidewalks damaged during construction of the project.

No other utilities would be impacted by the development. [§18-2103(b) and §18-2111]

4. The Act requires a Redevelopment Plan provide for relocation of individuals and families displaced as a result of plan implementation. [§18-2103.02]

This plan does not authorize the use of TIF so relocation assistance does not apply.

5. No member of the Authority, nor any employee thereof holds any interest in any property in this Redevelopment Project Area. [§18-2106]

CRA Board Members including Sue Pirnie, and Tom Gdowski either own or work for entities that own property within this area. Prior to applying for any funds either through a grant or TIF on those properties proper disclosure and review will be made. It is anticipated that new CRA members approved during the five year scope of this plan may also have an interest in Downtown properties that could benefit from this program and would need to make property disclosures along with their application for funding.

Tom Gdowski works for Equitable Bank and their main offices are in the Yancey Hotel Building. Sue Pirnie is planning to purchase the Kaufman Building.

6. Section 18-2114 of the Act requires that the Authority consider:

a. Method and cost of acquisition and preparation for redevelopment and estimated proceeds from disposal to redevelopers.

The developer will provide and secure all necessary financing.

b. Statement of proposed method of financing the redevelopment project.

The developer will provide all necessary financing for the project. The Authority will assist the project by granting money from this life safety program at a maximum rate of \$20,000 per 2 or more bedroom unit and \$15,000 per single bedroom unit. Only upper story housing units will be eligible for this grant.

c. Statement of feasible method of relocating displaced families.

No families will be displaced as a result of this plan since it focuses on new residential development.

7. Section 18-2113 of the Act requires:

Prior to recommending a redevelopment plan to the governing body for approval, an authority shall consider whether the proposed land uses and building requirements in the redevelopment project area are designed with the general purpose of accomplishing, in conformance with the general plan, a coordinated, adjusted, and harmonious development of the city and its environs which will, in accordance with present and future needs, promote health, safety, morals, order, convenience, prosperity, and the general welfare, as well as efficiency and economy in the process of development, including, among other things, adequate provision for traffic, vehicular parking, the promotion of safety from fire, panic, and other dangers, adequate provision for light and air, the promotion of the healthful and convenient distribution of population, the provision of adequate transportation, water, sewerage, and other public utilities, schools, parks, recreational and community facilities, and other public requirements, the promotion of sound design and arrangement, the wise and efficient expenditure of public funds, and the prevention of the recurrence of insanitary or unsafe dwelling accommodations or conditions of blight.

The Authority has considered these elements in proposing this Plan Amendment. This amendment, in and of itself will promote consistency with the Comprehensive Plan, in that it will allow for the utilization of and redevelopment of downtown properties in a way that encourages the mixed use development common to downtowns around the country. New residential development will raise property values and provide a stimulus to keep surrounding properties properly maintained and support additional commercial development within the Downtown. This will have the intended result of preventing recurring elements of unsafe buildings and blighting conditions.

8. Time Frame for Development

This redevelopment plan is to be approved for a 5 year period beginning with the 2014-15 fiscal year and ending in the 2018-19 fiscal year. The effectiveness of this program including grants made, units created, vacancy rate, rental rates and increase in property valuation will be evaluated in April of each year beginning in April of 2016. It is anticipated that this plan and the money appropriated to support the plan will result in the development of 50 new upper story residential units within the project area by 2019.

9. Justification of Project

One of the keys to redeveloping any downtown area is to encourage enough 24 hour population in the area to support a wide variety of retail and personal services. Downtown Grand Island has struggled with encouraging appropriate development that fully utilizes the existing buildings since major retailers moved to the suburban malls. The addition of new residential units will provide beneficial uses for the upper stories of downtown buildings while at the same time increasing the number of people and population density of the neighborhood round the clock. This should lead to an increase in development and investment to support this core population and the entire community with specialized retail, dining and entertainment options. This is infill development in an area with all city services available. This project does not propose to tear down any buildings with historic value.

10. Cost Benefit Analysis This plan does not permit the use of TIF. Any project using TIF will need to be approved with a separate plan amendment that will include a cost benefit analysis.

(b) Public infrastructure and community public service needs impacts and local tax impacts arising from the approval of the redevelopment project;

No additional public service needs have been identified. Existing water and waste water facilities will not be impacted by this development. The electric utility has sufficient capacity to support the development. It is not anticipated that this will impact schools. Fire and police protection are available and should not be impacted by this development.

(c) Impacts on employers and employees of firms locating or expanding within the boundaries of the area of the redevelopment project;

The 2014 Housing Study conducted by Hanna:Keelan Associates for the Grand Island Area Economic Development Corporation and The Grand Island Community Redevelopment Authority has identified that 138 additional housing units should be developed in Downtown Grand Island over the next 5 years. These units will specifically support the growing office and professional sector in Downtown by providing the kind of living units young professionals moving from other cities to Grand Island desire and expect.

(d) Impacts on other employers and employees within the city or village and the immediate area that are located outside of the boundaries of the area of the redevelopment project; and

(e) Any other impacts determined by the authority to be relevant to the consideration of costs and benefits arising from the redevelopment project.

Additional Downtown housing will increase the ability of all companies in the Grand Island area to recruit young people to their company by providing for an urban lifestyle that is currently lacking in Grand Island. This activity will increase Grand Island's ability to compete for talented individuals.

Time Frame for Development

It is anticipated that all projects within this plan will make application for grant funds during the 2014-2019 fiscal years. All projects should begin within 6 months of approval unless otherwise identified within the grant award.

**COMMUNITY REDEVELOPMENT AUTHORITY
OF THE CITY OF GRAND ISLAND, NEBRASKA**

RESOLUTION NO. 186

**RESOLUTION OF THE COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY
OF GRAND ISLAND, NEBRASKA, SUBMITTING A PROPOSED
REDEVELOPMENT PLAN TO THE HALL COUNTY REGIONAL PLANNING
COMMISSION FOR ITS RECOMMENDATION**

WHEREAS, this Community Redevelopment Authority of the City of Grand Island, Nebraska ("Authority"), pursuant to the Nebraska Community Development Law (the "Act"), prepared a proposed redevelopment plan (the "Plan") a copy of which is attached hereto as Exhibit 1, for redevelopment of an area within the city limits of the City of Grand Island, Hall County, Nebraska; and


WHEREAS, the Authority is required by Section 18-2112 of the Act to submit said to the planning board having jurisdiction of the area proposed for redevelopment for review and recommendation as to its conformity with the general plan for the development of the City of Grand Island, Hall County, Nebraska;

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

The Authority submits to the Hall County Regional Planning Commission the proposed Plan attached to this Resolution, for review and recommendation as to its conformity with the general plan for the development of the City of Grand Island, Hall County, Nebraska.

Passed and approved this 14 day of January, 2015.

COMMUNITY REDEVELOPMENT
AUTHORITY OF THE CITY OF
GRAND ISLAND, NEBRASKA.

By 
Chairperson

ATTEST:


Secretary

Downtown Upper Story Residential Life Safety Grant Program



City of Grand Island

Tuesday, February 24, 2015

Council Session

Item E-4

Public Hearing on Amendment to the 2014-2015 Budget

Staff Contact: William Clingman, Interim Finance Director

Council Agenda Memo

From: William Clingman, Interim Finance Director
Jeff Wattier, Solid Waste Superintendent

Meeting: February 24, 2015

Subject: Consideration of Amendment #1 to FY2014-2015
Annual Budget

Item #'s: E-4 & F-4

Presenter(s): William Clingman, Interim Finance Director
Jeff Wattier, Solid Waste Superintendent

Background

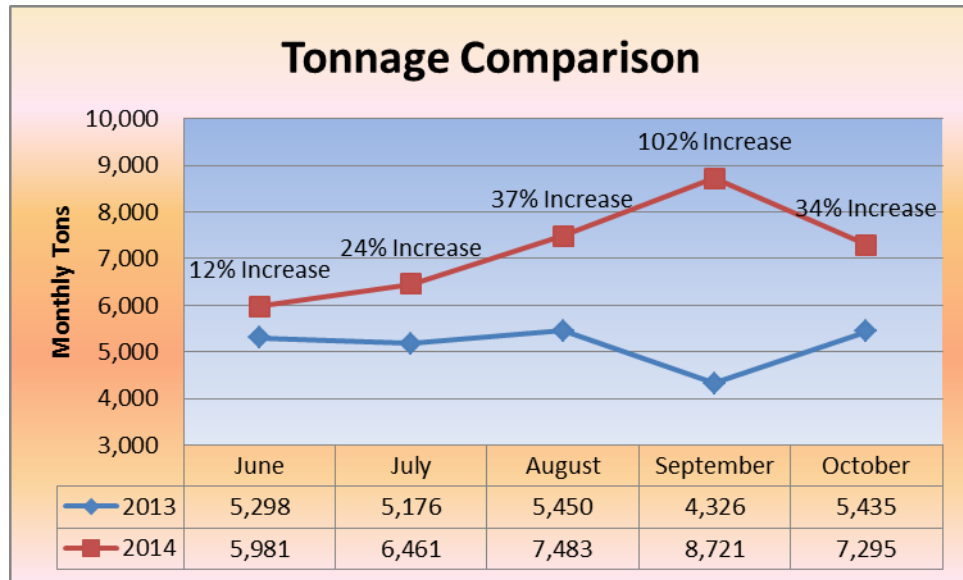
The City Council approved the Fiscal Year 2015 Annual Budget with Addendum #1 by Ordinance #9500 on September 9, 2014. Amendment #1 is submitted for Council approval.

Discussion

The severe weather and hail storms that troubled the Grand Island area earlier this past spring and early summer had a significant impact on the Solid Waste Division operations. We experienced a huge increase in tonnage at the transfer station and the landfill due to shingles and siding being replaced on homes and businesses in the area.

Local contractors brought in shingling crews from Texas, Oklahoma, Kansas, and other states to work until the weather was too cold to continue for the year. Several of the local contractors say they plan to bring in the crews from other states again this year once the weather warms up and that the coming year will be as hectic as last year up until the time that all of the work is completed.

From June 2013 thru October 2013, we received a total of 25,685 tons of waste at the transfer station. During that same 5-month timeframe of 2014, we received 35,941 tons at the transfer station, which equates to a 40% increase. The Solid Waste Division employees did an outstanding job of reacting positively to the difficult situation and worked many extra hours just to keep up with the waste flow, but unfortunately many other duties/tasks had to be put on the back-burner.



This budget amendment will allow the Solid Waste Division to hire a temporary, full-time employee through a staffing agency for assisting transfer station and landfill staff with the increased work load. Other budget items are also being adjusted as outlined below:

Solid Waste Division FY2015 Budget Amendment Items

Expenditures

Description	Original Budget Amount	Revised Budget Amount
Overtime	\$60,000	\$76,500
Contract Services	\$34,000	\$74,000
Repair & Maintenance	\$154,000	\$184,000
License & Fees	\$65,000	\$75,000
Diesel Fuel	\$239,000	\$279,000
Administrative Services	\$31,000	\$37,000
Engineering Serv.	\$60,000	\$100,000
Winter Gravel & Blades	\$30,000	\$55,000
Total	\$673,000	\$880,500
Total Projected Increase in Expenditures		\$207,500

Revenues

Description	Original Budget Amount	Revised Budget Amount
Landfill Service Fees	\$2,600,000	\$2,850,000
Total Projected Increase in Revenues		\$250,000

Alternatives

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

1. Approve the budget amendment.
2. Modify the budget amendment requested
3. Postpone the issue
4. Take no action on the issue

Recommendation

City Administration recommends that the Council approve Budget Amendment #1 to increase budget authority for the additional projected operating expenditures for the Solid Waste Enterprise Fund.

Sample Motion

Move to approve the ordinance providing for Amendment #1 to the 2014-2015 Adopted Budget as recommended.



City of Grand Island

Tuesday, February 24, 2015

Council Session

Item E-5

Public Hearing on the One & Six Year Street Improvement Plan (Continued)

Staff Contact: John Collins

Council Agenda Memo

From: John Collins PE, Public Works Director

Meeting: February 24, 2015

Subject: Approval of the One & Six Year Street Improvement Plan

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

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

Background

The One & Six Year Street Improvement Plan consists of the transportation projects in the Capital Improvement Program and is mandatory by State Law as part of the requirements to receive approximately three million dollars of state gas tax funds each year. The Public Works Department develops this program through a process to prioritize street projects taking into consideration many factors such as:

- Availability of funds
- Condition of the street
- Traffic counts
- Eligibility for State/Federal funds
- Redevelopment patterns
- Public/Council input

The City engages in a public process to ensure public input into the policy making process. The proposed One & Six Year Street Improvement Plan is a result of the following steps:

- Tuesday, February 10, 2015 – City Council conducts Public Hearing
- Wednesday, February 18, 2015 – Regional Planning Commission conducts a Public Hearing and forwards the recommendation to the City Council
- Tuesday, February 24, 2015 – City Council hears presentation from Staff and passes a Resolution adopting the plan
- March 1, 2015 – One & Six Year Street Improvement Plan due at the Nebraska Department of Roads

Discussion

A Public Hearing was conducted with testimony received and discussion held on the One & Six Year Street Improvement Plan at the Grand Island/Hall County Regional Planning Commission meeting on February 18, 2015. The commission forwarded the One & Six Year Street Improvement Plan to the City Council with a recommendation for approval.

The projects listed in the One & Six Year Plan for calendar year 2015 are considered definite projects. These projects were in the approved fiscal year 2015 budget. Many of the projects listed in the One & Six Year Plan for 2016 through 2020 are included in the City's budget, but are subject to schedule changes depending upon coordination and approval of State and Federal funding.

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 One & Six Year Street Improvement Plan.

Sample Motion

Move to approve the One & Six Year Street Improvement Plan.



THE REGIONAL PLANNING COMMISSION of Hall
County, Grand Island, Wood River and the Villages
of Alda, Cairo and Doniphan, Nebraska

February 19, 2015

Honorable Jeremy Jensen, Mayor
And Members of the Council
City Hall 100 E. 1st Street
Grand Island, NE 68801

Dear Members of the Council:

**RE: ADOPTION OF THE 1 & 6 YEAR STREET IMPROVEMENT PLANS FOR THE
CITY OF GRAND ISLAND.**

At the meeting of the Regional Planning Commission, held February 18, 2015, the above item was considered following a public hearing. This item is to adopt the new 1 & 6 year street improvement plan for the City Of Grand Island.

John Collins, Public Works Director, discussed the Grand Island 1 & 6 Year Street Improvement Plan.

Collins briefed members on: 2015 Projects, which includes South Blaine Bridge Replacements; Capital Avenue widening; Highway 30 resurfacing; Stolley Park Road Maintenance; Wheeler Avenue and 3rd Street intersection improvements; Fourth Street and Fifth Street; Eddy Street to Sycamore Street handicap ramp installation; Faidley Ave extension street construction; Sterling Estates paving District No 1263; Faidley Avenue and Diers Avenue Traffic signal installation; and Delta Street storm sewer improvements.

A motion was made by Bredthauer and seconded by Connelly, to recommend approval of the Grand Island 1 & 6 Year Street Improvement Plan as submitted.

A roll call vote was taken and the motion passed with 9 members present and all voting in favor (Bredthauer, O'Neill, Connelly, Haskins, Ruge. Sears, Heckman and Robb, Maurer) and no member present voting against.

Sincerely,

Chad Nabity AICP
Planning Director

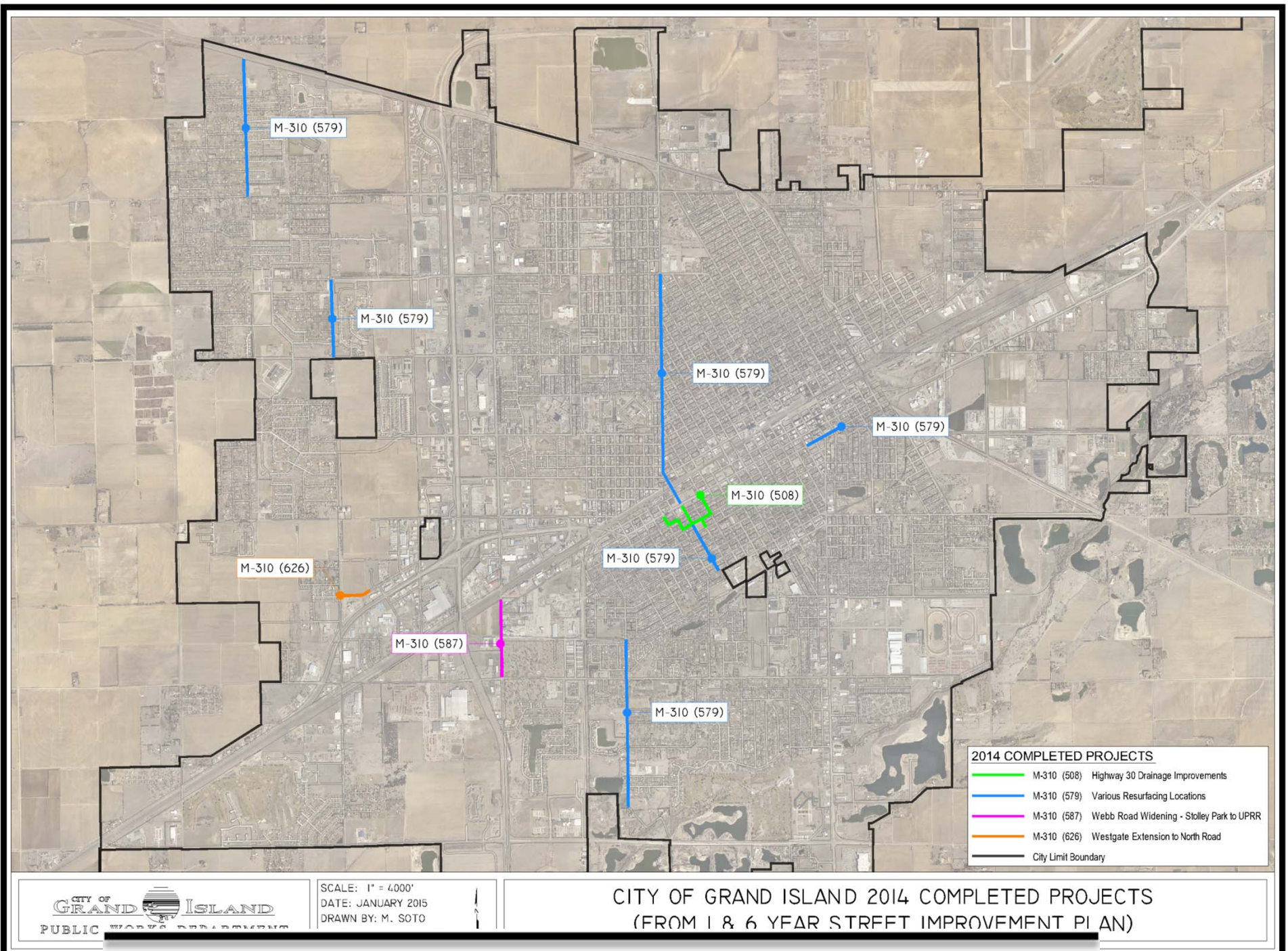
1 & 6 YEAR STREET IMPROVEMENT PLAN 2015-2020

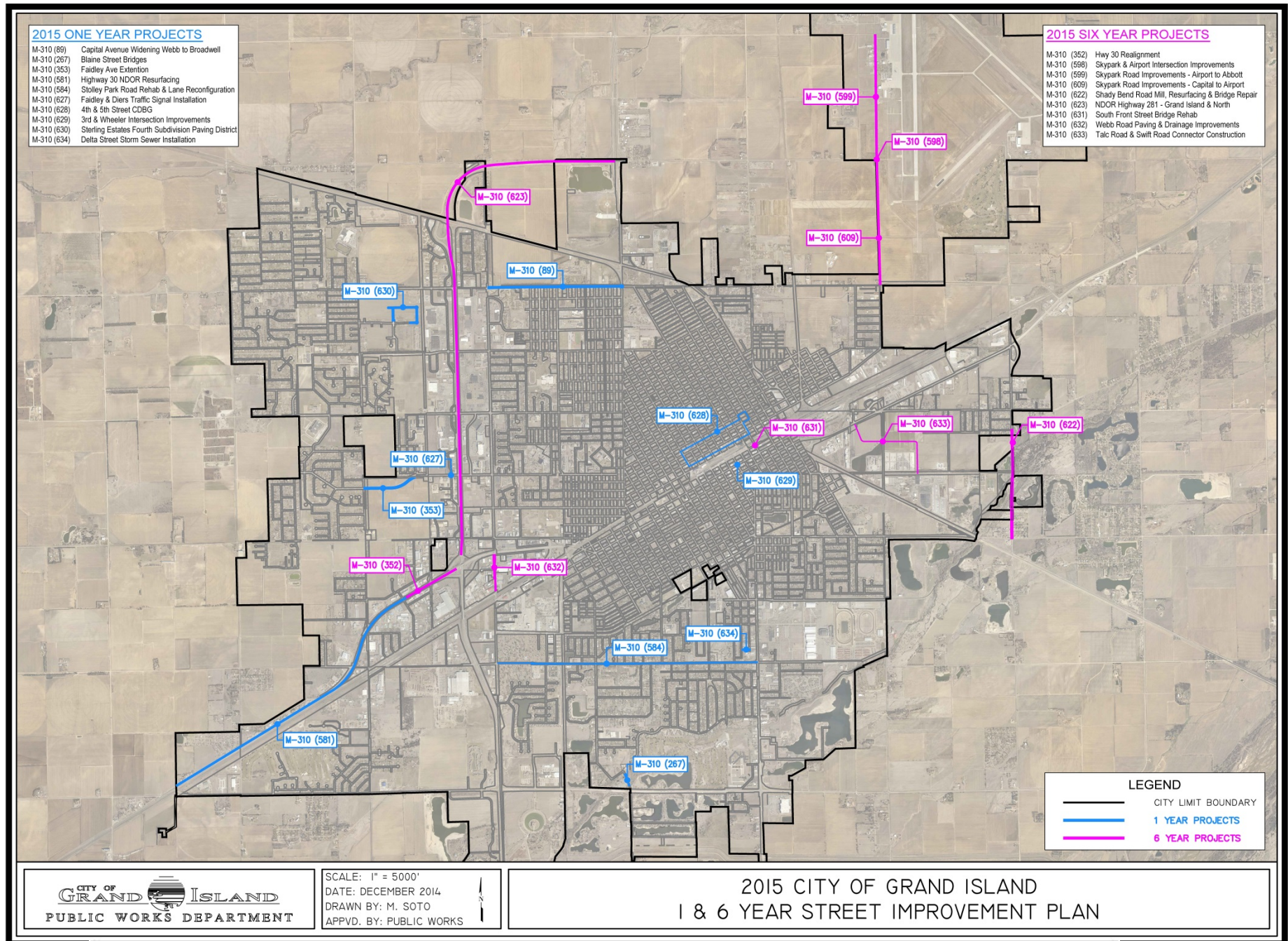
Presented by: John Collins, PE

2014 SUBSTANTIALLY COMPLETE PROJECTS (FROM 1 & 6 STREET IMPROVEMENT PLAN)

PROJECT	TOTAL PROJECT
US 30 Drainage Improvements [NDOR project]	\$ 1,825,000.00
Various Locations Resurfacing [Federal Aid Project]	\$ 3,950,000.00
Webb Road Street Improvement District No. 1260	\$ 1,700,000.00
Westgate Road Street Improvement District No. 1261	\$ 626,000.00
<i>TOTAL</i>	<i>\$ 8,101,000.00</i>

**DOES NOT INCLUDE ALL CIP PROJECTS





SOUTH BLAINE ST BRIDGE REPLACEMENTS M-310 (267)

- 🌊 Replace the north bridge structure with two box culverts
- 🌊 Replace the south bridge structure with two box culverts
- 🌊 Widen road to improve traffic flow



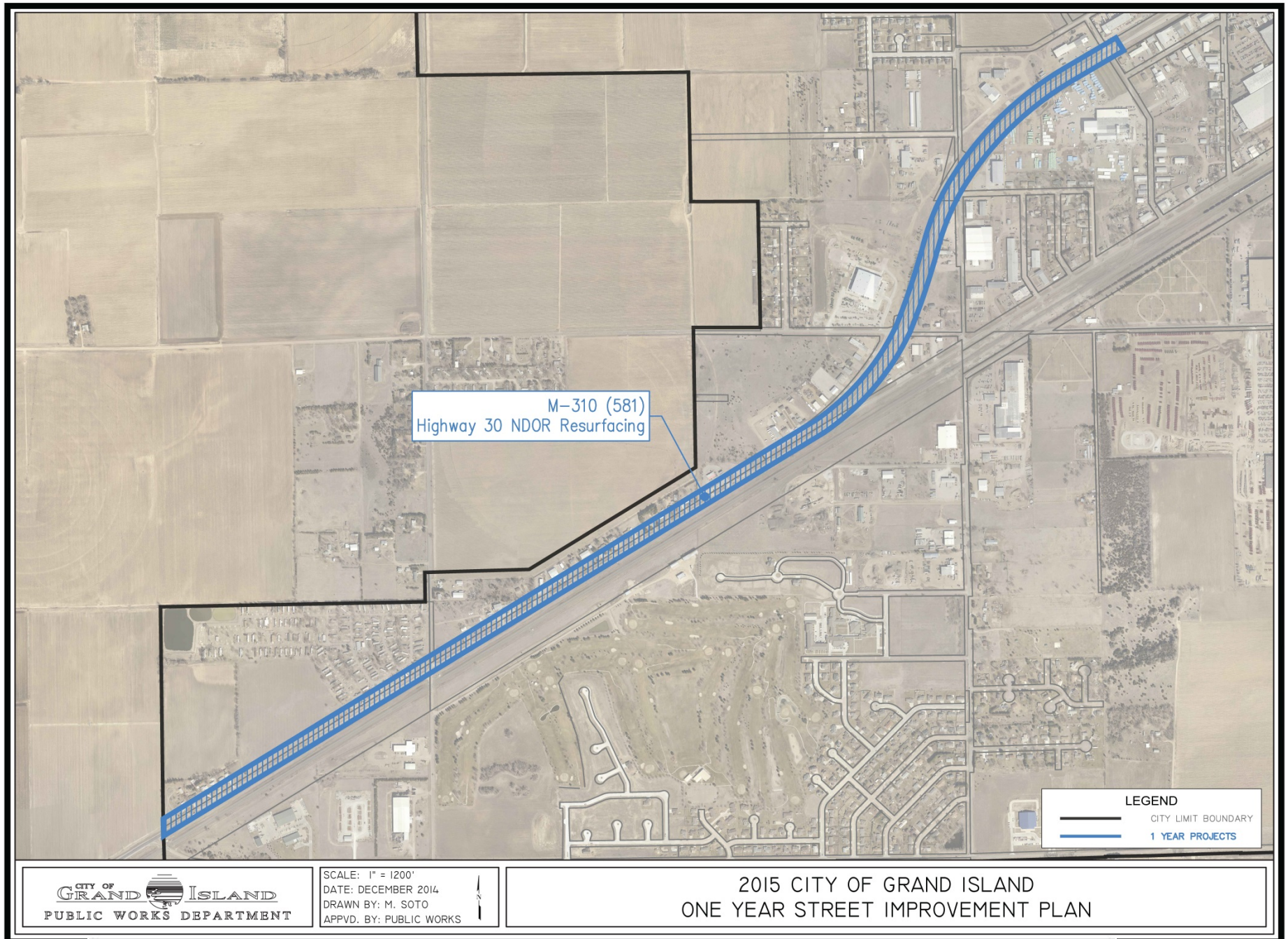
CAPITAL AVENUE WIDENING – WEBB TO BROADWELL M-310 (89)

- 🌊 Includes removal of existing 24' wide asphalt roadway and construction of a five lane curbed concrete roadway (four through lanes and a common turning lane).
- 🌊 Reconstruction will address the deterioration of the pavement, accommodate increasing traffic volumes and widening improve motorist and pedestrian safety.
- 🌊 Sanitary sewer improvements and a hike/bike trail



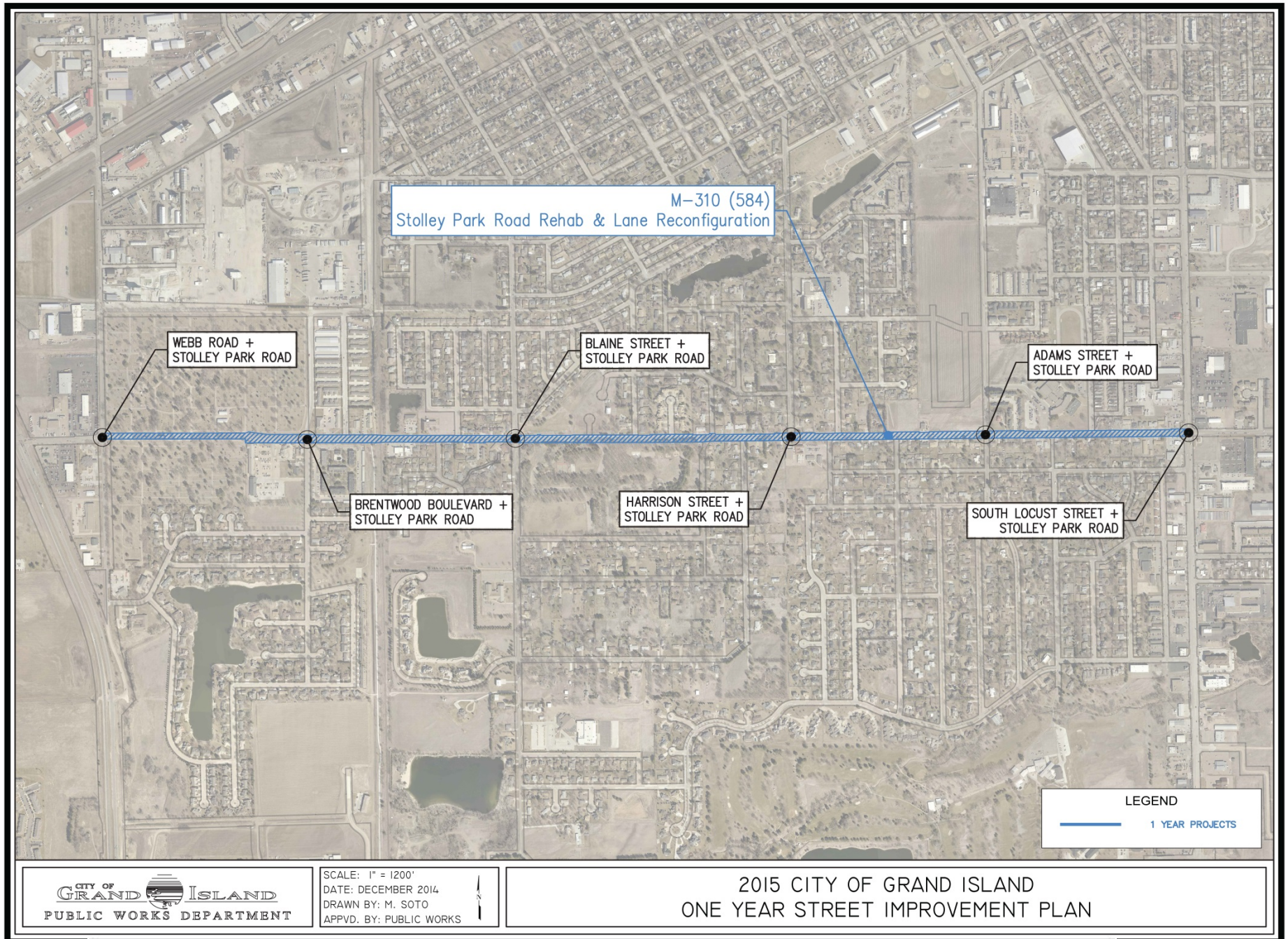
HIGHWAY 30 RESURFACING M-310 (581)

- 🌐 Roadway asphalt resurfacing from Wood River to Grand Island
- 🌐 NDOR project with City participation



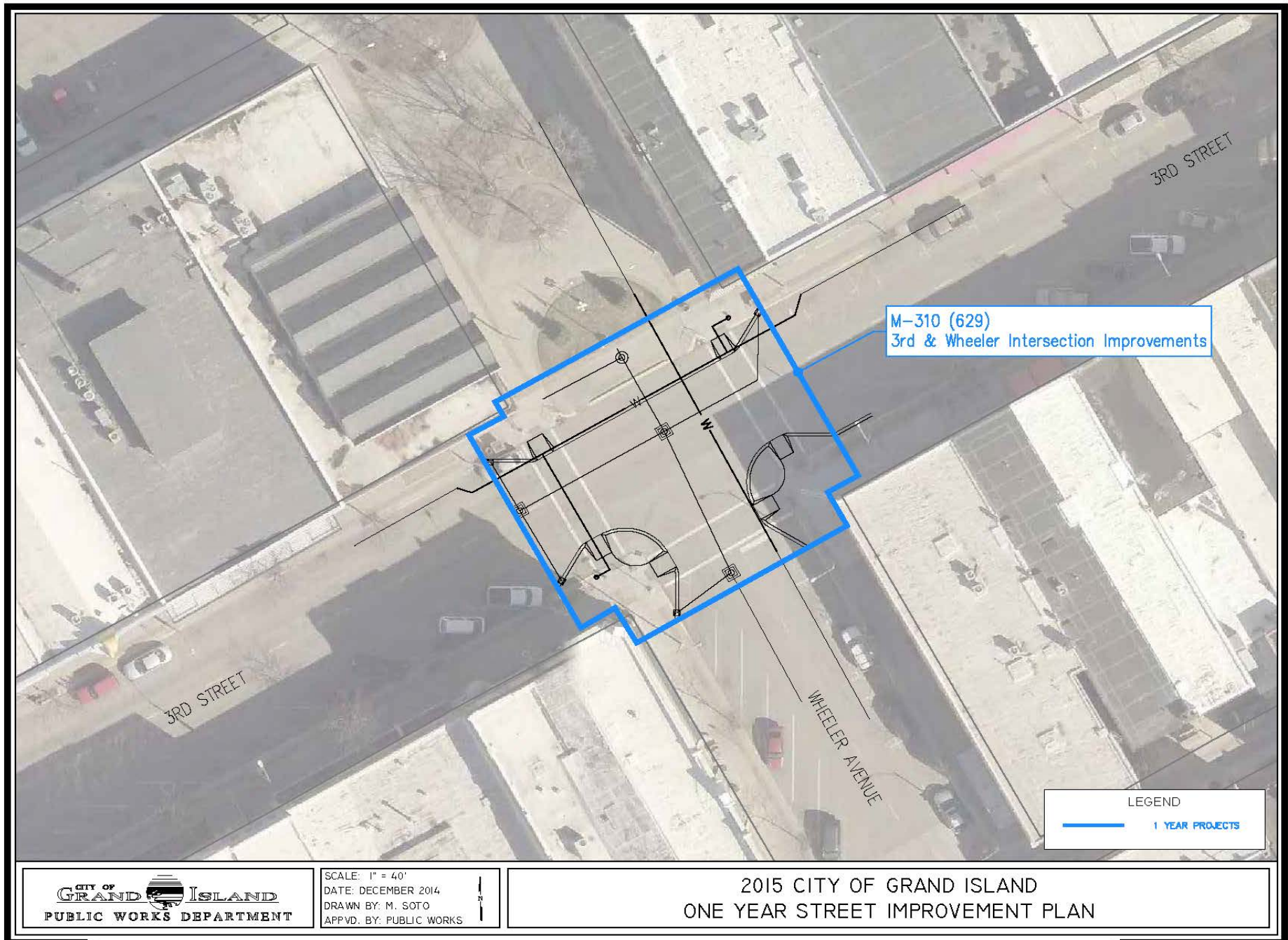
STOLLEY PARK ROAD PAVEMENT MAINTENANCE & INTERSECTION STUDY M-310 (584)

- Restriping for new lane designations from two lane to three or five lane section.
- Intersection evaluations for potential signalization.
- Pavement determination for repairs and/or increased pavement structure to accommodate truck traffic.



3RD STREET & WHEELER AVENUE INTERSECTION IMPROVEMENTS M-310 (629)

- Coordinated with KC Plaza construction.
- Intersection bump outs to make area more pedestrian friendly.
- Drainage improvements including new storm sewer.
- Replace existing water main.



**4TH STREET & 5TH STREET;
EDDY STREET TO SYCAMORE
STREET HANDICAP RAMP INSTALLATION
M-310 (628)**

- 🌐 \$800,000 Community Development Block Grant (CDBG) with 50% city match to install handicap ramps.



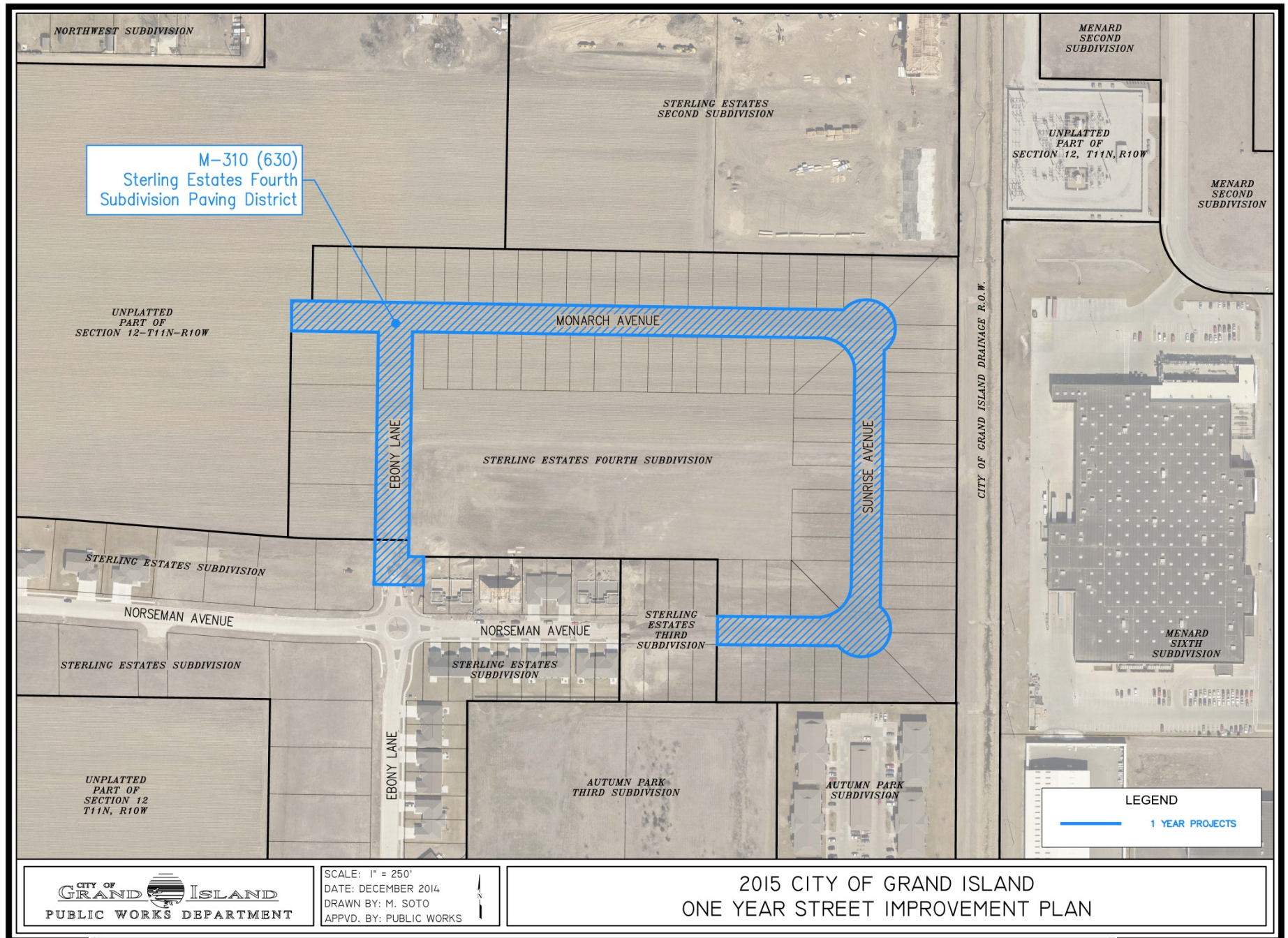
FAIDLEY AVE EXTENSION;
NORTH RD TO IRONGATE AVE
M-310 (353)

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



STERLING ESTATES PAVING DISTRICT NO. 1263 M-310(630)

- The District will consist of finishing the pavement around Niedfelt Park including Ebony Lane, Monarch, Norseman, and Sunrise Avenues.
- The project consists of new 37' roadway with parking along Ebony Lane for Niedfelt Park.



FAIDLEY AVENUE & DIERS AVENUE TRAFFIC SIGNAL INSTALLATION M-310 (627)

- With the extension of Faidley Avenue west to North Road the projected increase in traffic is anticipated to warrant a traffic signal.
- The radii at this intersection will be widened to better accommodate turns.



DELTA STREET STORM SEWER IMPROVEMENTS M-310 (634)

- Install additional catch basins.
- Connect this area to existing storm sewer.



1 & 6 YEAR STREET IMPROVEMENT PLAN

	2015	2016	2017	2018	2019
OBLIGATED TO OTHER AGENCIES					
4th St & 5th St; Sycamore St to Eddy St ADA Ramps (CDBG)	\$ 400,000.00				
Hwy 30 Realignment [\$18,000,000 total project cost]					\$ 9,000,000.00
Capital Avenue Widening - Webb to Broadwell [\$10,166,000 total project cost]	\$ 2,307,990.00	\$ 1,331,010.00			
Hwy 30 Resurfacing [\$5,745,000 total project cost]			\$ 584,000.00		
Hwy 281 in GI & North [\$6,019,000 total project cost]			\$ 1,166,000.00		
RECONSTRUCTION/NEW CONSTRUCTION					
South Blaine St Bridge Replacements	\$ 595,000.00				
Stolley Park Rd Pavement Maintenance & Intersection Study		\$ 500,000.00			
3rd St & Wheeler Ave Intersection Improvements	\$ 250,000.00				
Sterling Estates Paving District No. 1263	\$ 650,000.00				
Faidley Ave & Diers Ave Traffic Signal Installation		\$ 250,000.00			
South Front St Bridge Rehab - Bridge Deck Rehab		\$ 600,000.00			
Webb Road Paving & Drainage Improvements (UPRR to New Hwy 30)		\$ 250,000.00			
Talc Rd/ Swift Rd Connector Construction		\$ 1,500,000.00			
Shady Bend Rd - Mill & Resurface/Bridge Repair			\$ 250,000.00		
Skypark Improvements - Capital Ave to Airport Rd				\$ 800,000.00	
Skypark Improvements - Airport Rd to Abbott Rd					\$ 700,000.00
Airport Rd & Skypark Rd Intersection Improvement			\$ 45,000.00		
Faidley Ave Extension from North Rd to EOC (heading East)	\$ 1,000,000.00				
Delta St Storm Sewer Improvements	\$ 55,000.00				
TOTAL	\$ 5,257,990.00	\$ 4,431,010.00	\$ 2,045,000.00	\$ 800,000.00	\$ 9,700,000.00

DO NOT INCLUDE ALL OF PROJECTS
Council Session - 2/24/2015



City of Grand Island

Tuesday, February 24, 2015

Council Session

Item F-1

#9519 – Consideration of Amending Salary Ordinance Relative to FTE Title Changes from Public Works Project Manager and Wastewater Project Manager to Engineer I for the Engineering Division of the Public Works Department

Staff Contact:

Council Agenda Memo

From: Terry Brown PE, Assistant Public Works Director

Meeting: February 24, 2015

Subject: Approving FTE Title Changes from Public Works Project Manager and Wastewater Project Manager to Engineer I for the Engineering Division of the Public Works Department

Item #'s: F-1 & I-6

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

Background

The Public Works Department is experiencing difficulty hiring some positions within the Engineering Division. The Wastewater Plant Project Manager and the Public Works Project Manager vacancies have been challenging to fill. Similar technical positions on the private and public sector have been very competitive and very much in demand.

Discussion

Discussions between Public Works and Human Resources indicate that a title change may attract more qualified applicants. While still in common use; the Project Manager title is not well defined. Qualifications range from virtually none to an experienced licensed engineer with project manager certification. It is likely that the title may be discouraging recent graduates who see the position as a higher end project manager, and the salary discourages experienced project managers who typically make much more. Altering the title to a better defined one commonly used may yield a candidate faster. The following title series is frequently used both in government and in the private sector, and the breakpoints are defined in statute:

1. Engineer 1 – BS in engineering from an accredited university. This provides the proper background for learning the type of project management needed by the City. This is a training level position and will require substantial support and supervision from more experienced Public Works staff.
2. Engineer 2 - Licensed Professional Engineer. A graduate with a BS in engineering is eligible to test for a professional engineering license after 4 years

post-graduation engineering experience. At this level the incumbent could legally perform all project management duties, and should have the capability to handle most, but would still require regular support from more experienced engineers.

3. Senior Engineer - Licensed Professional Engineer with 5 years of experience in infrastructure design and/or construction. At this point the incumbent would typically have 5 years of education and 10 years of experience; and should be able to independently deliver the types of projects usually constructed by the City, and be able to manage consultants effectively. Support from more experienced engineers would be needed for some complex issues.

The current Project Manager position description minimum requirements describe the Engineer 1 and express a preference for the Engineer 2. An examination of the salary range found that it is within the range normally offered to new graduates (ie. Engineer 1). There may be geographic or other personal preferences reducing the number of potential candidates, but the City should be able to attract a recent graduate to train.

With construction season looming it is critical that we fill this position as soon as possible. We would like to change the title of the Public Works Project Manager and Wastewater Plant Project Manager positions to Engineer 1, with the intent of bringing a title series at budget time when presumably the City has a new Human Resources Director.

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 FTE title changes from Public Works Project Manager and Wastewater Plant Project Manager to Engineer I and Engineer I for the Engineering Division of the Public Works Department.

Sample Motion

Move to approve the resolution.

ORDINANCE NO. 9519

An ordinance to amend Ordinance 9512 known as the Salary Ordinance which lists the currently occupied classifications of officers and employees of the City of Grand Island, Nebraska and established the ranges of compensation of such officers and employees; ~~to amend the salary ranges for the non-union positions of Library Page, Seasonal Worker and Temporary Worker to comply with the 2015 Nebraska minimum wage to rename the position of Project Manager – Public Works to Engineer I – Public Works; to rename the position of Wastewater Plant Project Manager to Engineer I - WWTP;~~ and to repeal those portions of Ordinance No. 9512 and any parts of other ordinances in conflict herewith; to provide for severability; to provide for the effective date thereof; and to provide for publication of this ordinance in pamphlet form.

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

SECTION 1. The currently occupied classifications of officers and general employees of the City of Grand Island, and the ranges of compensation (salary and wages, excluding shift differential as provided by Personnel Rules & Regulations) to be paid for such classifications, and the number of hours and work period which certain officers and general employees shall work prior to overtime eligibility are as follows:

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Accountant	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

Approved as to Form ☒ _____
 ☒ City Attorney

ORDINANCE NO. 9519 (Cont.)

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
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
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
<u>Engineer I – Public Works</u>	<u>30.2438/42.5519</u>	<u>Exempt</u>
<u>Engineer I – WWTP</u>	<u>30.2468/42.5519</u>	<u>Exempt</u>
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

ORDINANCE NO. 9519 (Cont.)

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
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
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	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
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

ORDINANCE NO. 9519 (Cont.)

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
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
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	8.0000/20.0000	Exempt
Worker / Temporary	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

ORDINANCE NO. 9519 (Cont.)

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 (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

ORDINANCE NO. 9519 (Cont.)

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Electric Distribution Crew Chief	31.5374/40.1096	40 hrs/week
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	27.9451/34.7038	40 hrs/week
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

ORDINANCE NO. 9519 (Cont.)

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, 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

ORDINANCE NO. 9519 (Cont.)

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
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

ORDINANCE NO. 9519 (Cont.)

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	18.0341/25.3758	40 hrs/week

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

ORDINANCE NO. 9519 (Cont.)

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	22.7577/33.3521	40 hrs/week
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 for the shift differential pay. A shift differential of \$0.25 per hour shall be added to the base hourly

ORDINANCE NO. 9519 (Cont.)

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. Those employees who are required to wear partial fire retardant clothing will be eligible for an

ORDINANCE NO. 9519 (Cont.)

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, Electric Distribution Superintendent, Electric Distribution Supervisor, Water Superintendent,

ORDINANCE NO. 9519 (Cont.)

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-eight and eighty-eight hundredths hours (calculated at $38\% \times 1,576 \text{ hours} =$

ORDINANCE NO. 9519 (Cont.)

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 $25\% \times 1,339 \text{ hours} = 334.75 \text{ hours}$.) 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 $35\% \times 1339 \text{ hours} = 468.65 \text{ hours}$). 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 covered under the FOP labor agreement shall be paid thirty-seven and one-half

ORDINANCE NO. 9519 (Cont.)

percent (37.5%) of their accumulated medical leave bank at the time of their retirement, not to exceed four hundred eighty hours (calculated at $37.5\% \times 1,280$ 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 ($50\% \times 1,280$ 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. 9519 (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.

SECTION 13. Those portions of Ordinance No. 9512 and all other parts of ordinances in conflict herewith be, and the same are, hereby repealed.

Enacted: February 24, 2015

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, February 24, 2015

Council Session

Item F-2

#9520 - Consideration of Assessing Benefits for 2010, 2013 & 2014 Weed/Nuisance Abatement Program

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

Staff Contact: Stacy Nonhof, Assistant City Attorney

* This Space Reserved for Register of Deeds *

ORDINANCE NO. 9520

An ordinance levying a special tax to pay the cost to the City of cutting, destroying, and removing weeds, grasses, or worthless vegetation, pursuant to Sections 17-50 thru 17-52 of the Grand Island City Code upon certain lots and pieces of ground; providing for the collection thereof; repealing ordinances or parts of ordinances in the Grand Island City Code in conflict herewith; and providing for the publication and effective date of this ordinance.

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

SECTION 1. A special tax is hereby levied for the cost of cutting, destroying, and removing weeds, grasses, or worthless vegetation upon the hereinafter described lots and pieces of ground during the 2010, 2013 and 2014 seasons in proportion to the special benefits to such real estate as determined and assessed by the City Council sitting as a Board of Equalization after due notice thereof, in the following amounts:

Approved as to Form	☐ _____
February 20, 2015	☐ City Attorney

ORDINANCE NO. 9520 (Cont.)

Date Mowed	Owner	Location	Legal Description	Total
8/23/2010	Jose Antonio Reyes 4012 W Faidley Ave Grand Island, NE 68803	1 Navajo Dr Parcel #400162563	Dale Roush 3rd Sub, Lot 1	125.00
9/20/2010	Janice Leetch	811 W 14th St	Gilberts 2nd Add Lot 3 Block 12	125.00
6/27/2013	1906 W 8th St	Parcel # 400135167		135.00
10/15/2014	Hastings, NE 68901			350.00
6/24/2013	L & P Investments LLC 429 Industrial Ln Grand Island, NE 68803	809 S Locust St Parcel #400148110	Section 22-11-9 66' x132' xc City	125.00
8/22/2013	K-M Partnership LLP PO BOX 2339 Grand Island, NE 68802-2239	825 Custer Ave Parcel #400071588	Medical Park 8th Sub Lot 3	170.00
6/27/2013	Charles and LeAnn Joseph 707 W 10th St Grand Island, NE 68801	707 W 10th St Parcel #400029944	HG Clarks Addition Lot 2 Block 5	120.00
6/26/2013	Daniel Kobza	2330 N Huston Ave	College Addition to West Lawn N 1/2 Lot 3 & all Lot 1 Block 13	125.00
7/17/2014	2328 N Huston Ave	Parcel #400034301		275.00
10/2/2014	Grand Island, NE 68803			150.00
7/4/2013	Herman Zalud III 715 W 12th St Grand Island, NE 68801	422 E 10th St Parcel #400121905	Russel Wheeler's Add Lot 10 Block 31	125.00
7/4/2013	Genaro Guardiola 3203 E Highway 30 Grand Island, NE 68801	1122 E 5th St Parcel # 400128591	Evans Add Lots 9 & 10 Block 7	125.00
7/15/2013	Samuel M Nolte	207 E 13th St	Wheeler & Bennett's 2nd Add Lot 4 Block 62	130.00
7/14/2014	2300 W Capital Ave Grand Island, NE 68803	Parcel #400124106		115.00
8/26/2013	Clemente & Maricela Arellano 1706 N Park Ave Grand Island, NE 68803	1706 N Park Ave Parcel #400115638	West Lawn Sub Lot 70	125.00
8/7/2013	Nelsen Enterprises Inc/A C	400 Industrial LN	Commerical Industrial Park Sub Lot 6	850.00

ORDINANCE NO. 9520 (Cont.)

6/18/2014	C Clifton Nelsen ETAL Trustees	Parcel #400036584		400.00
8/30/2014	11818 L St Omaha, NE 68100			350.00
7/30/2014	Larry D & Amanda M Gydesen 239 S Plum St Grand Island, NE 68801	239 S Plum St Parcel #400054361	Koehler Place Lot 6 Block 1	450.00
8/22/2014	Craig O Woodward 819 Stockyards Ln Grand Island, NE 68801	803 N Shady Bend Rd Parcel #400206315	Shady Bend 3rd Sub Lot 2	275.00
8/15/2014	Roberto Parra 111 E Charles Grand Island NE 68801	309 E 2nd St Parcel #400006499	Original Town E 38' Lot 3 Block 76	190.00
6/16/2014	Jacob & Kayla Sanchez 3214 Westside Grand Island, NE 68803	3214 Westside Parcel #400049422	Island Acres Number 7 Lot 40	100.00
7/1/2014	US Bank National Association 4801 Frederica St Owensboro, KY 42301	417 W Koenig Parcel #400080931	Railroad Add Lot 3 Block 104	115.00
8/15/2014	Jeremy J & Latona L Titman 310 N Cherokee Ave Grand Island, NE 68803	310 N Cherokee Ave Parcel #400163004	Dale Roush 2nd Sub Lot 3 Block 3	425.00
8/21/2014	GI Walnut LLC 217 S 74th St Ste 201 Omaha, NE 68114	413 W 4th St Parcel #400003287	Original Town N 44' Lt 1 & N 44' Lt 2 Block 39	125.00
9/16/2014	James C Ryan PO Box 175 Wolbach, NE 68882	3530 Curran Ave Parcel #400023571	Bosselman 2nd Sub Lot 27	165.00
9/16/2014	James C Ryan PO Box 175 Wolbach, NE 68882	2712 N Diers Ave Parcel #400023601	Bosselman 2nd Sub Lot 29 xc S 20'	185.00
10/31/2014	Joseph R Vitali & Heather E Brodigan 913 N Sycamore St Grand Island NE 68801	913 N Sycamore Parcel #400098075	Union Pacific Railway Co S 2nd Add S 43' Lot 4 Block 141	135.00
10/15/2014	Bank Of America NA	2422 N Taylor Ave	Pepper Square Sub Lots 3 & 4	140.00

ORDINANCE NO. 9520 (Cont.)

	7105 Corporate Dr Plano, TX 75024	Parcel #400076810		
10/15/2014	Marty & Maureen Hulse 1014 W 4th St Grand Island, NE 68801	1014 W 4th St Parcel #400085224	Rollins Add Lot 8 Block 14	150.00
10/31/2014	Jesus Garcia 314 E Division Grand Island NE 68801	314 E Division Parcel #400007576	Original Town W 1/2 Lot 7 Block 93	145.00
11/18/2014	Clemente & Maricella Arellano 1706 N Park Ave Grand Island NE 68803	1706 N Park Ave Parcel # 400115638	West Lawn Sub Lot 70	125.00
6/5/2014	Abigail Martin 234 S Shady Bend Rd Grand Island NE 68801	234 S Shady Bend Rd Parcel #400086921	Sass' Sub, S 1/4 of Lts 1-2-3-4 & E 5.6' of Lot 24 Sass 2nd Sub	120.00
6/4/2014	Theodore J Robb 2811 S Locust St. Grand Island NE 68801	703 S Webb Rd Parcel # 400036622	Commercial Industrial Sub Lot 9	140.00
6/4/2014	Theodore J Robb 2811 S Locust St. Grand Island NE 68801	603 S Webb Rd Parcel # 400036592	Commercial Industrial Park Sub S 188.6' of Lot 8	140.00
10/6/2014	Jimmy Sleeper 409 Arapahoe Grand Island NE 68803	409 Arapahoe Parcel #400162962	Dale Roush 2nd Sub Lot 11 Block 2	314.00

SECTION 2. Such special tax shall be due and payable to the City thirty (30) days after such levy and shall become delinquent fifty (50) days after such levy. After the same shall become delinquent, interest at the rate of 14 percent (14%) per annum shall be paid thereon. The same shall be collected in the same manner as other city taxes.

SECTION 3. Such special taxes shall be collected by the Finance Director of the City of Grand Island, Nebraska, as provided by law.

SECTION 4. Such special taxes, if not previously paid, shall be certified to the County Clerk at the same time as the next certification for general revenue purposes.

SECTION 5. Such special taxes, when received, shall be applied to reimburse the general fund.

SECTION 6. All ordinances or parts of ordinances or provisions in the Grand Island City Code in conflict herewith be, and the same hereby are, repealed.

SECTION 7. This ordinance shall be in force and take effect from and after its passage and publication within fifteen days in one issue of the *Grand Island Independent* as provided by law.

Enacted: February 24, 2015.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, February 24, 2015

Council Session

Item F-3

#9521 – Consideration of Vacating Regents Park Subdivision

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission

Meeting: February 24, 2015

Subject: Vacating Regents Park Subdivision

Item #'s: F-3

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

Background

This property is located east of Adams Street and north of Stolley Park Road, in the City of Grand Island, in Hall County, Nebraska. Regents Park Subdivision was platted in June of 2001. No development has taken place on the property. The property was purchased by the Grand Island Public School System in 2004. In 2014 Grand Island voters approved a school bond that provides funding to build a new elementary school at this site. Vacating this subdivision will facilitate building the new elementary school.

Discussion

Council will be considering both the request to vacate Regents Park Subdivision and to approve new subdivision Grand Island Public Schools Subdivision at this meeting on February 24, 2015. The ordinance to vacate this subdivision is subject to a requirement that the developer of Grand Island Public Schools Subdivision files the new plat within 60 days of approval of this ordinance.

The request to vacate Regents Park Subdivision was considered by the Regional Planning Commission at the February 18, 2015 meeting. A motion was made by Ruge and seconded by Heckmanto approve the request. A roll call vote was taken and the motion passed with 9 members present (Bredthauer, O'Neill, Ruge, Maurer, Robb, Heckman, Haskins, Sears and Connelly) voting in favor no member present abstaining.

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 ordinance as presented.

Sample Motion

Move to approve as recommended.

ORDINANCE NO. 9521

An ordinance to vacate all of Regents Park Subdivision including all rights-of-way and easements as shown on the plat of Regents Park Subdivision in the City of Grand Island, Hall County, Nebraska; to provide for filing this ordinance in the office of the Hall County Register of Deeds; and to provide for publication and the effective date of this ordinance.

WHEREAS, the current owner of all of the property included in Regents Park Subdivision has requested that the City consider vacating the subdivision plat for Regents Park Subdivision; and

WHEREAS, a plat for Grand Island Public Schools Subdivision on this same property has been filed by the current owner and recommended for approval by the Hall County Regional Planning Commission; and

WHEREAS, the Grand Island Public Schools Subdivision dedicates rights-of-way and easements as necessary for the development of said property;

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

SECTION 1. That the plat for Regents Park Subdivision including all easements and rights-of-way shown on said plat is hereby vacated conditioned upon;

Approval of Grand Island Public Schools Subdivision by the Grand Island City Council; and

Filing of Grand Island Public Schools Subdivision at the office of the Hall County Register of Deeds within 60 days approval of this ordinance.

SECTION 2. The title to the property vacated by Section 1 of this ordinance shall revert to the owner or owners of the property platted as Regents Park Subdivision in the City of

Approved as to Form	by _____
February 20, 2015	City Attorney

ORDINANCE NO. 9521 (Cont.)

Grand Island, Hall County, Nebraska and to be replatted as Grand Island Public Schools Subdivision in the City of Grand Island, Hall County, Nebraska.

SECTION 3. This ordinance is directed to be filed in the office of the Register of Deeds of Hall County, Nebraska.

SECTION 4. This ordinance shall be in force and take effect from and after its passage and publication, without the plat, within fifteen days in one issue of the Grand Island Independent as provided by law.

Enacted: February 24, 2015.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, February 24, 2015

Council Session

Item F-4

#9522 - Consideration of Amendment to the 2014-2015 Budget

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

Staff Contact: William Clingman, Interim Finance Director

ORDINANCE NO. 9522

An ordinance to amend “The Annual Appropriation Bill” of the City of Grand Island, Nebraska, to revise the budget statement pursuant to the Nebraska Budget Act for the fiscal year commencing October 1, 2014 and ending September 30, 2015; to provide for severability; and to provide for publication and the effective date of this ordinance.

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

SECTION 1. An amended appropriation is hereby made for the ensuing fiscal year to defray all necessary expenses and liabilities of City departments, funds, and operations. The object and purpose of the appropriation shall be to pay for any and all necessary expenses and liabilities for the following departments, funds, and operations.

Funds	Appropriation	Amendment #1	Revised Appropriation
General	44,261,955	0	44,261,955
Permanent Funds	29,670	0	29,670
Special Revenue	12,855,235	0	12,855,235
Debt Service	4,419,790	0	4,419,790
Capital Projects	9,790,592	0	9,790,592
Special Assessments	0	0	0
Enterprise	123,407,867	207,500	123,615,367
Internal Service	11,943,336	0	11,943,336
Agency	1,315,555	0	1,315,555
Trust	1,994,000	0	1,994,000
Community Redevelopment Authority	2,609,692	0	2,609,692
Total appropriation All Funds	212,627,692	207,500	212,835,192

Approved as to Form	_____
February 20, 2015	City Attorney

ORDINANCE NO. 9522 (Cont.)

SECTION 2. The foregoing amendment #1 as provided above shall increase the appropriation for the Enterprise Fund by \$207,500. Such increased appropriations are necessary to provide funds to pay additional operating expenses for the Solid Waste Fund.

SECTION 3. The foregoing appropriate amendments and expenditures will increase the previously adopted total budgeted expenditures beyond that initially adopted in the amount of \$207,500.

SECTION 4. If any section, subsection, or any other portion of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed separate, distinct, and independent, and such holding shall not affect the validity of the remaining portions thereof.

SECTION 5. This ordinance shall be in force and take effect from and after its passage and publication, within fifteen days in one issue of the Grand Island Independent as provided by law.

Enacted: February 24, 2015.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, February 24, 2015

Council Session

Item F-5

#9523 - Consideration of Amending Chapter 15 of the Grand Island City Code Relative to Electricity

Staff Contact: Tim Luchsinger, Utilities Director

Council Agenda Memo

From: Timothy Luchsinger, Utilities Director
William Clingman, Interim Finance Director

Meeting: February 24, 2015

Subject: Consideration of Amending Chapter 15 of the Grand Island City Code Relative to Electricity

Item #'s: F-5

Presenter(s): Timothy Luchsinger, Utilities Director

Background

On July 9, 2013, a contract with N. Harris Computer Corporation for a new Utility Billing Customer Information System was approved by Council. The system is replacing an in-house computer system that was original developed by the City in the early 1980s.

Discussion

During testing of the new billing system, some issues regarding Chapter 15 of the current City Code, which includes regulations for electric rates, were identified as needing clarification or to accommodate the new billing system. As a result, the Finance billing team and Utilities management recommend changes in Chapter 15, outlined as follows:

- 15-50 (C) defines the determination of the amount of the security deposit for commercial electric accounts, including new or vacant properties.
- 15-51 (2) changes the effective date for a late payment from the statement printing date to the due date.
- 15-55, 15-60, and 15-64 establishes the applicable seasonal billing rates by the meter reading date instead of the billing date.

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 Ordinance 9523 to revise Chapter 15, Electricity, of the City Code.

Sample Motion

Move to approve Ordinance 9523 to revise Chapter 15, Electricity, of the City Code.

Deposits – need to use the last 12 months for calculation

§15-50. Deposit Requirements

(A) Except as provided below, all electric service accounts established under the commercial rate structure shall be required to maintain a deposit in an amount to be determined by the utilities department as set forth in this section.

(B) Deposits for accounts in existence before September 1, 1983, shall be maintained in the amount established under the ordinances in effect at the time of the initial deposit, unless said deposit has been distributed under the provisions of this section.

(C) Deposits for any account created on or after September 1, 1983, and deposits for all accounts for which service has been reinstated after being disconnected for nonpayment shall be maintained in an amount of not less than Two Hundred Dollars (\$200), nor more than Two Thousand Dollars (\$2,000), as determined by the utilities department. The exact amount of the deposit required should shall be equal to approximately two times the estimated billing for the highest billed period usage month of the calendar year last 12 billing periods, not to exceed Two Thousand Dollars (\$2,000). For new construction or properties that have been unoccupied for the last 12 billing periods, a similar property from an identically zoned business shall be used in establishing the required deposit amount.

(D) From and after October 1, 2010, all deposits required herein shall accrue interest at the annually adjusted interest rate based on the 3 month LIBOR as of October 1, or the next business day. Interest shall be payable to the customer only at the time the deposit is refundable as provided in subsection E below.

(E) The deposit required herein shall be refunded to the customer as follows:

(1) When the electric service has been disconnected, whether at the request of the customer or for nonpayment of the customer's electric bill, or a new account has been created for said service with a different customer, and a final reading has been taken, any deposit on hand plus the accrued interest thereon, and minus the amount of any unpaid billing statement and other charges, shall be refunded to the customer; or

(2) After at least two years of continuous service to the customer, if the monthly payments for the account have been made promptly, with no more than two delinquent payments during the twenty-four (24) month period immediately preceding the request, the customer may request the utilities department in writing to refund the deposit. Upon receipt of the request, and if the above conditions of prompt payment have been met, the utilities department shall refund any deposit on hand, plus the accrued interest to the customer. For the purposes of this subsection, a payment shall be deemed delinquent if made more than fifteen (15) days after the date set forth on the monthly billing statement.

Late Fee

§15-51. Payment Conditions

(1) All bills are due when received.

(2) If full payment is not received prior to the printing of the statement for the next billing period by the due date stated on the bill, a late payment charge shall be assessed in accordance with the City of Grand Island Fee Schedule.

(3) A service charge shall be collected before reconnection, in each instance of disconnection for nonpayment of billing. If reconnection is demanded after business hours, an additional fee shall apply. The charges for reconnection shall be in accordance with the City of Grand Island Fee Schedule.

(4) A service charge in accordance with the City of Grand Island Fee Schedule will be assessed for each check returned for insufficient funds. This charge is in addition to any other charges.

(5) A service charge in accordance to the City of Grand Island Fee Schedule shall be collected, before all new connections are made by the City Utilities Department.

(6) A service charge in accordance with the City of Grand Island Fee Schedule shall be collected, to transfer service from one occupant to another occupant at the same location.

(7) Service periods are normally for periods of one year or longer. If it appears that services are being disconnected and reconnected within a twelve-month period, in order to avoid minimum billing charges; an amount equivalent to the minimum billings for the disconnected period (not to exceed eleven months) must be paid before the service is reconnected. This is in addition to the normal connection charges.

Billing will be based on the Reading Date (Currently it is processed with the rate in effect the day of billing)

§15-55. 010 Residential Service

Applicable in urban and rural distribution areas. Available at single phase, through a single meter, to residential consumers for domestic use in a single-family dwelling unit; but is not available for commercial or non-domestic use.

Individual single-phase motors, not to exceed 10 HP each, may be connected; however, the City Utilities Department must be notified in writing, if a motor over 5 HP is installed.

This schedule has two sets of rates: one for the summer period of five months, beginning with the June [billingmeter reading](#); and the second for the winter season of seven months, beginning with the November [billingmeter reading](#).

Summer Rate Beginning October 1, 2007

Kilowatt-Hours Used Per Month	(June – October)
First 300 KWH.....	\$0.085 per KWH
Next 700 KWH.....	\$0.060 per KWH
All additional KWH.....	\$0.067 per KWH

Plus a customer charge of \$5.00 per month, in addition to that charged for the electrical energy used, plus the applicable Power Cost Adjustment charge. The minimum monthly bill shall be \$5.00 prior to the Power Cost Adjustment.

Winter Rate Beginning October 1, 2007

Kilowatt-Hours Used Per Month	(November - May)
First 300 KWH.....	\$0.085 per KWH
Next 700 KWH.....	\$0.060 per KWH
Additional KWH.....	\$0.039 per KWH

Plus a customer charge of \$5.00 per month, in addition to that charged for the electrical energy used, plus the applicable Power Cost Adjustment charge. The minimum monthly bill shall be \$5.00 prior to the Power Cost Adjustment.

§15-60. 050 Three-Phase Commercial Service

Applicable in the territory served by the City of Grand Island; and is available through a single meter at three phase, for any electric service uses where three-phase service is available.

This schedule has two sets of rates: one for the summer period of five months, beginning with the June [billingmeter reading](#); and the second for the winter season of seven months, beginning with the November [billingmeter reading](#).

Summer Rate Beginning October 1, 2007	
Kilowatt-Hours Used Per Month	(June - October)
First 1,000 KWH.....	\$0.087 per KWH
Next 1,500 KWH.....	\$0.079 per KWH
Next 2,500 KWH.....	\$0.075 per KWH
Next 15,000 KWH.....	\$0.069 per KWH
Over 20,000 KWH.....	\$0.066 per KWH

Plus a customer charge of \$10.00 per month, in addition to that charged for the electrical energy used, plus the applicable Power Cost Adjustment charge.

Winter Rate Beginning October 1, 2007

Kilowatt-Hours Used Per Month	(November - May)
--------------------------------------	-------------------------

First 500 KWH.....	\$0.087 per KWH
Next 1,000 KWH.....	0.079 per KWH
Next 2,500 KWH.....	\$0.066 per KWH
Over 4,000 KWH.....	\$0.063 per KWH

Plus a customer charge of \$10.00 per month, in addition to that charged for the electrical energy used, plus the applicable Power Cost Adjustment charge.

Minimum

The minimum monthly charge shall be no less than \$10.00. The minimum shall in no event be less than \$0.70 per month per connected horsepower.

The billing horsepower shall be determined as follows:

1. Total connected horsepower, if total connected horsepower is less than 20 HP.
 2. If total connected horsepower exceeds 20 HP, then the billing horsepower shall be the larger of 20 HP, or the largest single connected motor.
 3. If questions arise as to the actual billing horsepower, the City Utilities Department may, at its option, install demand meters. The Kilowatt reading shall determine the billing horsepower on the basis of 0.75 Kilowatt = 1.0 HP.
- It is the responsibility of the customer, to inform the City Utilities Department of changes that may ~~effect~~affect minimum billings.

§15-64. Billing Demand

During the months of June through October, the Billing Demand shall be the Summer Demand. During the months of November through May, the Billing Demand shall be the measured Monthly Demand, but not more than the Summer Demand nor less than 65% of the Summer Demand.

The Monthly Demand shall be the highest rate of use in KW during a time interval of the ~~billing-meter~~reading period as established by the City Utilities Department, based upon the nature of the business of the customer. In no event shall the Monthly Demand be less than 50 KW.

The Summer Demand shall be defined as the maximum of the Monthly Demands established during June through October but not less than the Summer Demand established during the previous eleven months.

ORDINANCE NO. 9523

An ordinance to amend Chapter 15 of Grand Island City Code; to amend Section 15-50, 15-51, 15-55, 15-60 and Section 15-64 to clarify and/or make general corrections to various code sections, to repeal any ordinance or parts of ordinances in conflict herewith; and to provide for publication and the effective date of this ordinance. BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA:

SECTION 1. Section 15-50, 15-51, 15-55, 15-60 and Section 15-64 of the Grand Island City Code is hereby amended to read as follows:

§15-50. Deposit Requirements

(A) Except as provided below, all electric service accounts established under the commercial rate structure shall be required to maintain a deposit in an amount to be determined by the utilities department as set forth in this section.

(B) Deposits for accounts in existence before September 1, 1983, shall be maintained in the amount established under the ordinances in effect at the time of the initial deposit, unless said deposit has been distributed under the provisions of this section.

(C) Deposits for any account created on or after September 1, 1983, and deposits for all accounts for which service has been reinstated after being disconnected for nonpayment shall be maintained in an amount of not less than Two Hundred Dollars (\$200), nor more than Two Thousand Dollars (\$2,000), as determined by the utilities department. The amount of the deposit required shall be equal to two times the highest billed period of the last 12 billing periods, not to exceed Two Thousand Dollars (\$2,000). For new construction or properties that have been unoccupied for the last 12 billing periods, a similar property from an identically zoned business shall be used in establishing the required deposit amount.

(D) From and after October 1, 2010, all deposits required herein shall accrue interest at the annually adjusted interest rate based on the 3 month LIBOR as of October 1, or the next business day. Interest shall be payable to the customer only at the time the deposit is refundable as provided in subsection E below.

(E) The deposit required herein shall be refunded to the customer as follows:

(1) When the electric service has been disconnected, whether at the request of the customer or for nonpayment of the customer's electric bill, or a new account has been created for said service with a different customer, and a final reading has been taken, any deposit on hand plus the accrued interest thereon, and minus the amount of any unpaid billing statement and other charges, shall be refunded to the customer; or

(2) After at least two years of continuous service to the customer, if the monthly payments for the account have been made promptly, with no more than two delinquent payments during the twenty-four (24) month period immediately preceding the request, the customer may request the utilities department in writing to refund the deposit. Upon receipt of the request, and if the above conditions of prompt payment have been met, the utilities department shall refund any deposit on hand, plus the accrued interest to the customer. For the purposes of this subsection, a payment shall be deemed delinquent if made more than fifteen (15) days after the date set forth on the monthly billing statement.

§15-51. Payment Conditions

(1) All bills are due when received.

(2) If full payment is not received by the due date stated on the bill, a late payment charge shall be assessed in accordance with the City of Grand Island Fee Schedule.

Approved as to Form	▣ _____
February 20, 2015	▣ City Attorney

ORDINANCE NO. 9523 (Cont.)

(3) A service charge shall be collected before reconnection, in each instance of disconnection for nonpayment of billing. If reconnection is demanded after business hours, an additional fee shall apply. The charges for reconnection shall be in accordance with the City of Grand Island Fee Schedule.

(4) A service charge in accordance with the City of Grand Island Fee Schedule will be assessed for each check returned for insufficient funds. This charge is in addition to any other charges.

(5) A service charge in accordance to the City of Grand Island Fee Schedule shall be collected, before all new connections are made by the City Utilities Department.

(6) A service charge in accordance with the City of Grand Island Fee Schedule shall be collected, to transfer service from one occupant to another occupant at the same location.

(7) Service periods are normally for periods of one year or longer. If it appears that services are being disconnected and reconnected within a twelve-month period, in order to avoid minimum billing charges; an amount equivalent to the minimum billings for the disconnected period (not to exceed eleven months) must be paid before the service is reconnected. This is in addition to the normal connection charges.

§15-55. 010 Residential Service

Applicable in urban and rural distribution areas. Available at single phase, through a single meter, to residential consumers for domestic use in a single-family dwelling unit; but is not available for commercial or non-domestic use.

Individual single-phase motors, not to exceed 10 HP each, may be connected; however, the City Utilities Department must be notified in writing, if a motor over 5 HP is installed.

This schedule has two sets of rates: one for the summer period of five months, beginning with the June meter reading; and the second for the winter season of seven months, beginning with the November meter reading.

Summer Rate Beginning October 1, 2007

Kilowatt-Hours Used Per Month	(June – October)
First 300 KWH.....	\$0.085 per KWH
Next 700 KWH.....	\$0.060 per KWH
All additional KWH.....	\$0.067 per KWH

Plus a customer charge of \$5.00 per month, in addition to that charged for the electrical energy used, plus the applicable Power Cost Adjustment charge. The minimum monthly bill shall be \$5.00 prior to the Power Cost Adjustment.

Winter Rate Beginning October 1, 2007

Kilowatt-Hours Used Per Month	(November - May)
First 300 KWH.....	\$0.085 per KWH
Next 700 KWH.....	\$0.060 per KWH
Additional KWH.....	\$0.039 per KWH

Plus a customer charge of \$5.00 per month, in addition to that charged for the electrical energy used, plus the applicable Power Cost Adjustment charge. The minimum monthly bill shall be \$5.00 prior to the Power Cost Adjustment.

§15-60. 050 Three-Phase Commercial Service

Applicable in the territory served by the City of Grand Island; and is available through a single meter at three phase, for any electric service uses where three-phase service is available.

ORDINANCE NO. 9523 (Cont.)

This schedule has two sets of rates: one for the summer period of five months, beginning with the June meter reading; and the second for the winter season of seven months, beginning with the November meter reading.

Summer Rate Beginning October 1, 2007	
Kilowatt-Hours Used Per Month	(June - October)
First 1,000 KWH.....	\$0.087 per KWH
Next 1,500 KWH.....	\$0.079 per KWH
Next 2,500 KWH.....	\$0.075 per KWH
Next 15,000 KWH.....	\$0.069 per KWH
Over 20,000 KWH.....	\$0.066 per KWH

Plus a customer charge of \$10.00 per month, in addition to that charged for the electrical energy used, plus the applicable Power Cost Adjustment charge.

Winter Rate Beginning October 1, 2007

Kilowatt-Hours Used Per Month	(November - May)
First 500 KWH.....	\$0.087 per KWH
Next 1,000 KWH.....	0.079 per KWH
Next 2,500 KWH.....	\$0.066 per KWH
Over 4,000 KWH.....	\$0.063 per KWH

Plus a customer charge of \$10.00 per month, in addition to that charged for the electrical energy used, plus the applicable Power Cost Adjustment charge.

Minimum

The minimum monthly charge shall be no less than \$10.00. The minimum shall in no event be less than \$0.70 per month per connected horsepower.

The billing horsepower shall be determined as follows:

1. Total connected horsepower, if total connected horsepower is less than 20 HP.
 2. If total connected horsepower exceeds 20 HP, then the billing horsepower shall be the larger of 20 HP, or the largest single connected motor.
 3. If questions arise as to the actual billing horsepower, the City Utilities Department may, at its option, install demand meters. The Kilowatt reading shall determine the billing horsepower on the basis of 0.75 Kilowatt = 1.0 HP.
- It is the responsibility of the customer, to inform the City Utilities Department of changes that may affect minimum billings.

§15-64. Billing Demand

During the months of June through October, the Billing Demand shall be the Summer Demand. During the months of November through May, the Billing Demand shall be the measured Monthly Demand, but not more than the Summer Demand nor less than 65% of the Summer Demand.

The Monthly Demand shall be the highest rate of use in KW during a time interval of the meter reading period as established by the City Utilities Department, based upon the nature of the business of the customer. In no event shall the Monthly Demand be less than 50 KW.

The Summer Demand shall be defined as the maximum of the Monthly Demands established during June through October but not less than the Summer Demand established during the previous eleven months.

ORDINANCE NO. 9523 (Cont.)

SECTION 2. Any ordinance or parts of ordinances in conflict herewith be, and hereby are, repealed.

SECTION 3. This ordinance shall be in force and take effect from and after its passage and publication, within fifteen days in one issue of the Grand Island Independent as provided by law.

Enacted: February 24, 2015.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, February 24, 2015

Council Session

Item F-6

#9524 - Consideration of Amendments to Chapter 30 of the Grand Island City Code Relative to Sewers and Sewage Disposal

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

Council Agenda Memo

From: Marvin Strong PE, Wastewater Plant Engineer

Meeting: February 24, 2015

Subject: Consideration of Amendments to Chapter 30 of the Grand Island City Code Relative to Sewers and Sewage Disposal

Item #'s: F-6

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

Background

A few proposed revisions to Chapter 30 of the City Code have been drafted for City Council consideration. The applicable section of the existing city code with markups is shown in this memo. The section to the code that is being updated are underlined and the sections that are being eliminated have a line drawn through the text. A clean version of the proposed city code is attached as an ordinance.

Discussion

In an effort to streamline and simplify the sanitary sewer billing process the Finance Department has approached Public Works Administration with a request to remove the lower of the two (2) winter quarter water consumption readings for a twelve (12) month sanitary sewer basis. Revisions will allow for a standard January, February and March water consumption basis and will set the sanitary sewer charges for the following twelve (12) months following April 1st, upon City approval.

The changes and additions that are being proposed to Chapter 30 are as follows:

30-79. Rental; Residential and Commercial

The charges to be paid by residential consumers for use of the sewerage system and disposal plant shall be based upon ~~the contribution of sewage into the system, water consumption, and the same shall be computed upon the amount of water consumed during the two winter quarters, and the lower of such winter quarterly meter readings shall be used in arriving at such charges.~~ The monthly residential sewer charges for the twelve months following April 1st of each year will be based on the average water consumption for that property during the months of January, February and March.

| Commercial customers shall pay according to the ~~quarterly~~ meter reading which precedes billing.

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 changes to Chapter 30 of the City Code

Sample Motion

Move to approve the ordinance revising a code section in Chapter 30 of the Grand Island City Code.

ORDINANCE NO. 9524

An ordinance to amend Chapter 30 of the Grand Island City Code; to amend Section 30-79 pertaining to Rental; Residential and Commercial as now existing, and any ordinance or parts of ordinances in conflict herewith; and to provide for publication and the effective date of this ordinance.

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

SECTION 1. Section 30-79 of the Grand Island City Code is hereby amended to read as follows:

§30-79. Rental; Residential and Commercial

The charges to be paid by residential consumers for use of the sewerage system and disposal plant shall be based upon water consumption. The monthly residential sewer charges for the twelve months following April 1st of each year will be based on the average water consumption for that property during the months of January, February and March. Commercial customers shall pay according to the meter reading which precedes billing.

SECTION 2. Section 30-79 is now existing, and any ordinances or parts of ordinances in conflict herewith be, and hereby are, repealed.

SECTION 3. This ordinance shall be in force and take effect from and after its passage and publication, within fifteen days in one issue of the Grand Island Independent as provided by law.

Enacted: February 24, 2015.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	▣ _____
February 20, 2015	▣ City Attorney



City of Grand Island

Tuesday, February 24, 2015

Council Session

Item G-1

Approving Minutes of February 10, 2015 City Council Regular Meeting

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING

February 10, 2015

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 February 10, 2015. Notice of the meeting was given in *The Grand Island Independent* on February 4, 2015.

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

INVOCATION was given by Reverend Theresa Mason, Trinity United Methodist Church, 511 North Elm Street followed by the PLEDGE OF ALLEGIANCE.

Mayor Jensen introduced Community Youth Council members Diana Bueno and Keagan Palmer and board member Ryan Seaman.

PRESENTATION AND PROCLAMATIONS:

Presentation by Almquist, Maltzahn, Galloway, & Luth for Fiscal Year 2014 City Single Audit and General Purpose Financial Statements and Electric and Water Audit Reports. Terry Galloway from Almquist, Maltzahn, Galloway & Luth presented a PowerPoint regarding the 2014 Fiscal Year City Single Audit and General Purpose Financial Statements along with the Electric and Water Audit Reports.

Total outstanding debt was \$71,134,082 which was a 44% increase during the fiscal year due to the issuance of \$36,915,000 of Electric Revenue Bonds. Total net position was \$642,695,721. Net position of the Fiduciary Funds was \$2,518,610 which was held in trust for pension benefits. Reviewed were the General Fund, Capital Projects Fund, and Debt Service Fund budgetary comparison schedules.

Discussion was held concerning the cash reserve balance and best practices. Mr. Galloway stated to lower the cash reserves he would suggest paying down the debt service and/or using the money for future contracts so we wouldn't have to bond them. Mr. Galloway stated the City of Grand Island was in the best financial shape it has ever been.

PUBLIC HEARINGS:

Public Hearing on Acquisition of Utility Easement located at 2323 Bellwood Drive (Grand Island Mobile Home Community LP). Utilities Director Tim Luchsinger reported that acquisition

of a utility easement was needed in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers. The easement would be used to widen the existing easement to provide the ability to upgrade the electric system at the Mobile Home Park. Staff recommended approval. No public testimony was heard.

Public Hearing on the One & Six Year Street Improvement Plan. Public Works Director John Collins reported that the action on this item would take place at the February 24, 2015 Council meeting after the Regional Planning Commission had approved it at their February 18, 2015 meeting. No public testimony was heard.

CONSENT AGENDA: Consent Agenda item G-14 was pulled for further discussion. Motion by Haase, second by Paulick to approve the Consent Agenda excluding item G-14 (Resolution #2015-41). Upon roll call vote, all voted aye. Motion adopted.

Approving Minutes of January 27, 2015 City Council Regular Meeting.

#2015-29 - Approving Surety Bond for Councilmember Jeremy Jones.

#2015-30 - Approving Acquisition of Utility Easement - 2323 Bellwood Drive - Grand Island Mobile Home Community LP.

#2015-31 - Approving Bid Award - Precipitator, Bottom Ash and Boiler Industrial Cleaning - Spring 2015 Outage at Platte Generating Station with Veolia North America of Liberty, MO in an Amount of \$207,140.10.

#2015-32 - Approving Certificate of Final Completion for Water Main Project 2014-W-5 at Airport Road & Academy Drive with The Diamond Engineering Company of Grand Island, NE.

#2015-33 - Approving Bid Award - Substation Switch Retrofit Services with IES Commercial, Inc. of Holdrege, NE in an Amount of \$75,169.00.

#2015-34 - Approving Bid Award - Burdick Station Detention Pond Upgrades with The Diamond Engineering Company of Grand Island, NE in an Amount of \$46,821.91.

#2015-35 - Approving Construction Agreement between the City of Grand Island and Nebraska Public Power District for Upgrade of Transmission Line 1093.

#2015-36 - Approving Contract Renewal for Annual Pavement Markings for the Streets Division of the Public Works Department with Straight-Line Striping, Inc. of Grand Island, NE in an Amount of \$65,083.70.

#2015-37 - Approving Agreement for Engineering Consulting Services Related to Swift Road Paving District No. 1263 with Alfred Benesch & Company of Lincoln, NE in an Amount of \$28,286.00.

#2015-38 - Approving Time Extension to the Contract with Van Kirk Brothers Contracting of Sutton, NE for Sanitary Sewer District No. 528 and No. 530T to April 24, 2015.

#2015-39 - Approving Change Order No. 1 for North Interceptor Phase II; Project No. 2013-S-4 with S.J. Louis Construction, Inc. of Rockville, MN.

#2015-40 - Approving Amending the 2014/2015 Fee Schedule Relative to Bulk Industrial Waste Discharge.

#2015-41 - Approving Change Order #1 for Utility Billing Customer Information System with N. Harris Computer Corporation for an Increase of \$30,000.00 and a Revised Contract Amount of \$962,500.00. Discussion was held concerning the delays in this project.

Motion by Minton, second by Haase to approve Resolution #2015-41. Upon roll call vote, all voted aye. Motion adopted.

PAYMENT OF CLAIMS:

Motion by Donaldson, second by Nickerson to approve the Claims for the period of January 28, 2015 through February 10, 2015, for a total amount of \$4,002,988.19. Unanimously approved.

ADJOURN TO EXECUTIVE SESSION: Motion by Donaldson, second by Paulick to adjourn to Executive Session at 7:51 p.m. for the purpose of a strategy session with respect to labor negotiations with IBEW Service/Clerical. Unanimously approved.

RETURN TO REGULAR SESSION: Motion by Stelk, second by Hehnke to return to Regular Session at 8:14 p.m. Unanimously approved.

ADJOURNMENT: The meeting was adjourned at 8:14 p.m.

RaNae Edwards
City Clerk



City of Grand Island

Tuesday, February 24, 2015

Council Session

Item G-2

Approving Appointment of Chris Rosacker to the Downtown Business Improvement District 2013 Board

Mayor Jensen has submitted the appointment of Chris Rosacker to the Downtown Business Improvement District 2013 board to replace Mark Stelk who resigned. The appointment would become effective immediately upon approval by the City Council and would expire on September 30, 2018.

Staff Contact: Mayor Jeremy Jensen



City of Grand Island

Tuesday, February 24, 2015

Council Session

Item G-3

**#2015-42 - Approving Final Plat and Subdivision Agreement for
Grand Island Public Schools Subdivision**

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission

Meeting: February 24, 2015

Subject: Grand Island Public Schools Subdivision - Final Plat

Item #'s: G-3

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

Background

This property is located east of Adams Street and north of Stolley Park Road in the City of Grand Island, in Hall County, Nebraska. Consisting of (1 Lot) and 30.71 acres.

Discussion

The final plat for the Grand Island Public Schools Subdivision Final Plat was considered by the Regional Planning Commission at the February 18, 2015 meeting.

This site will be the location of the new Starr School. The Grand Island Public School system has owned the property since 2004 and bought it with the intention of using it as a school site. Planning Commission and Council are also being asked to consider vacating the Regents Park Subdivision on this property prior to approval of this plat to accommodate the development of this site as an elementary school.

A motion was made by Ruge and seconded by Haskins to approve the plat as presented.

A roll call vote was taken and the motion passed with 9 members present and voting in favor (O'Neill, Ruge, Maurer, Robb, Heckman, Haskins, Sears, Connelly and Bredthauer) and no one voting against.

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

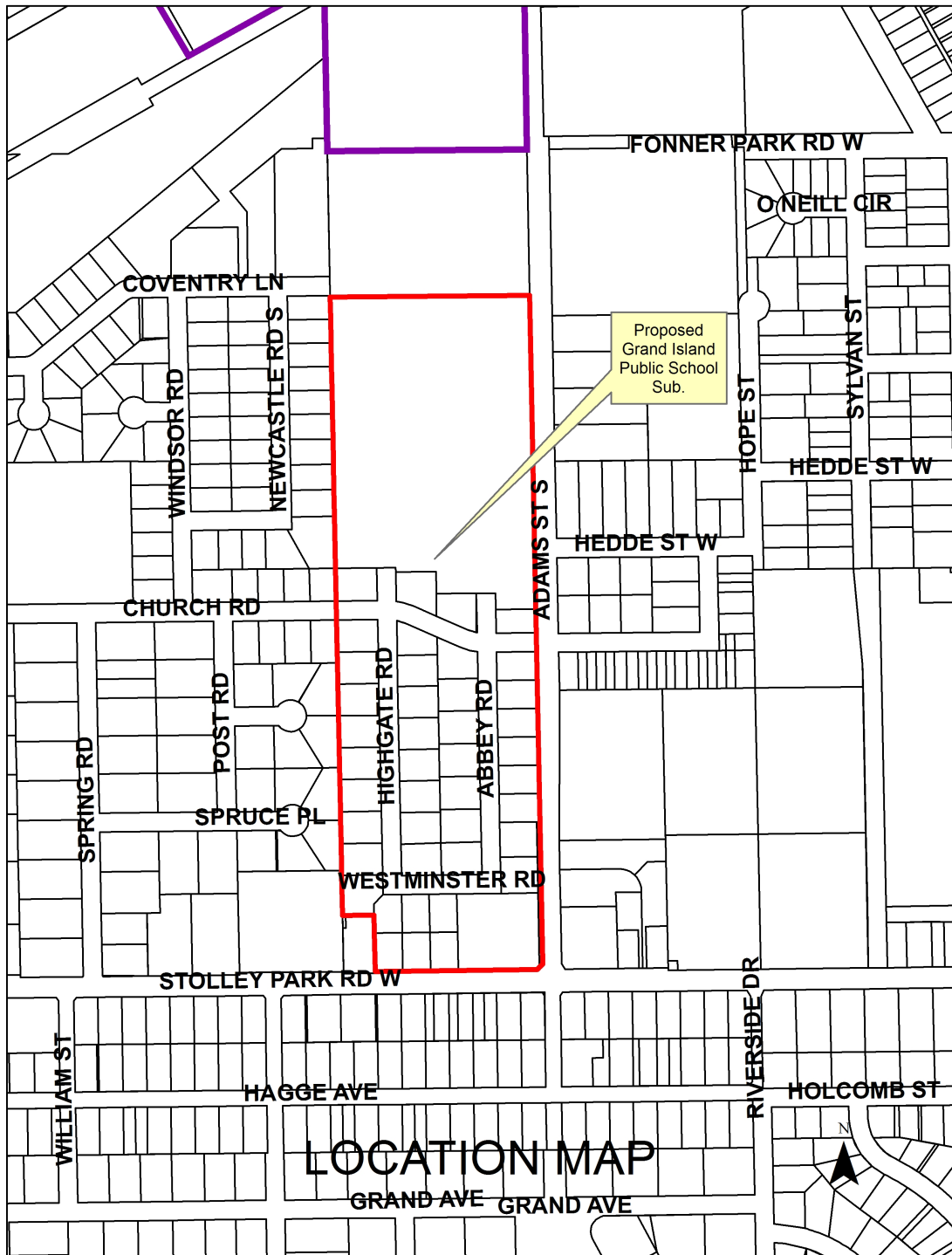
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

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

Sample Motion

Move to approve as recommended.



Hall County School District 2
Developer/Owner

Grand Island Public Schools
P.O. Box 4904
Grand Island NE 68802

To create 1 lots located west of Adams Street and north of Stolley Park Road in the City of Grand Island, in Hall County, Nebraska.

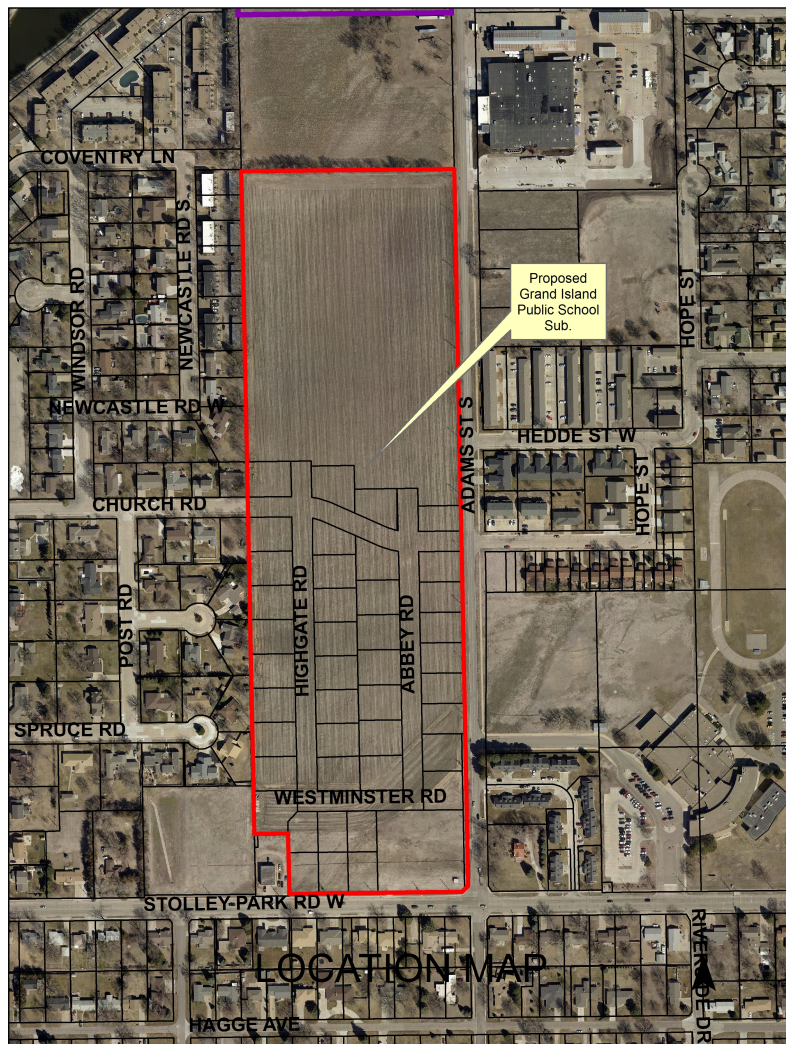
Size: 30.71 acres

Zoning: R2 – Low Density Residential Zone and R3 - Medium Density Residential Zone

Road Access: City Streets

Water Public: City water is available.

Sewer Public: City sewer is available.



January 27, 2015

Dear Members of the Board:

RE: Final Plat – Grand Island Public Schools Subdivision – Final Plat.

For reasons of Section 19-923 Revised Statutes of Nebraska, as amended, there is herewith submitted a final plat of Grand Island Public Schools Subdivision, located in the City of Grand Island, in Hall County Nebraska.

This final plat proposes to create 1 lot, on a tract of land located in Part of the West Half of the Southeast Quarter (W1/2, SE1/4), of Section Twenty One (21), Township Eleven (11) North, Range Nine (9) West of the 6th P.M. all in the City Of Grand Island, Hall County, Nebraska, said tract containing 30.71 acres.

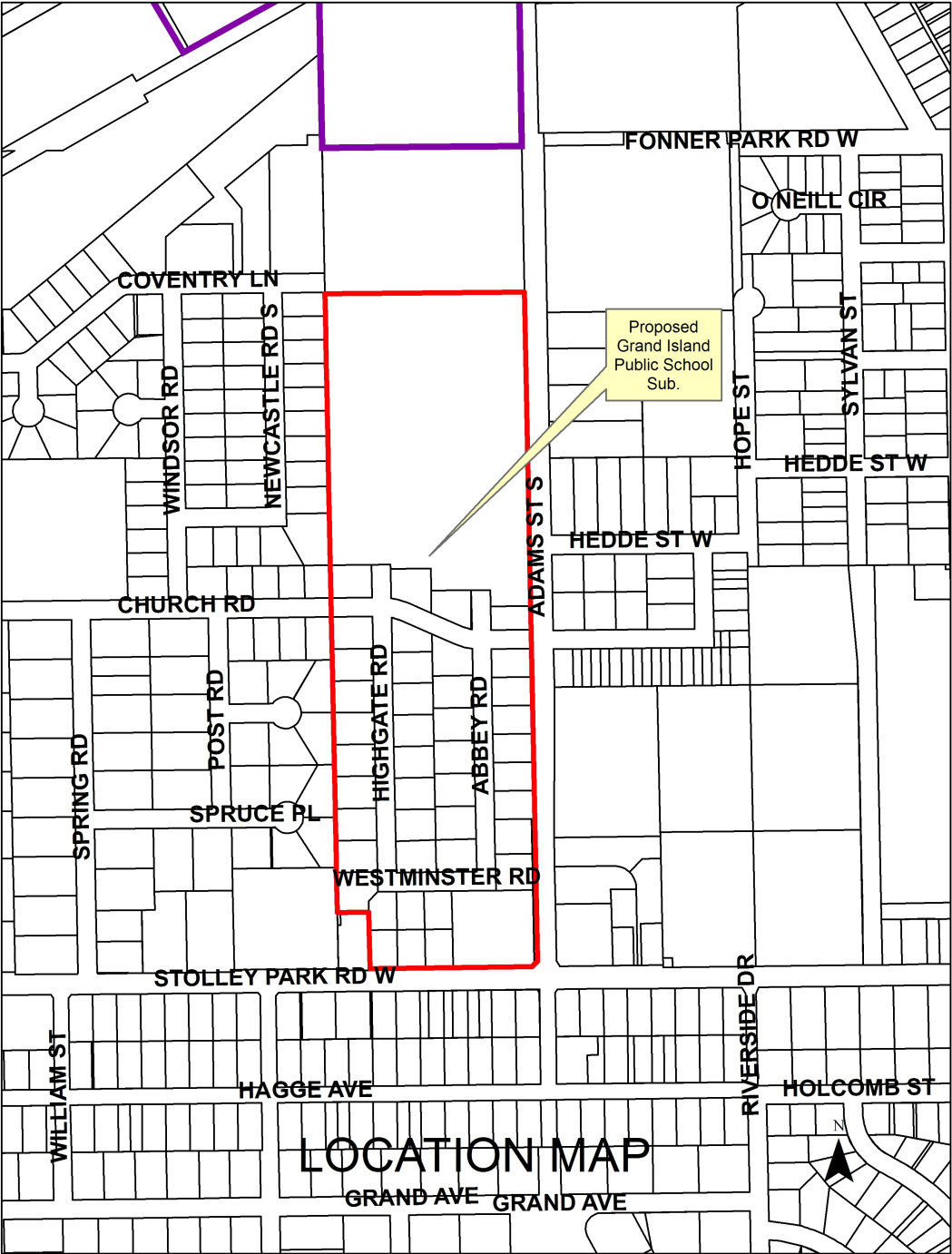
You are hereby notified that the Regional Planning Commission will consider this final plat at the next meeting that will be held at 6:00 p.m. on February 4, 2015, in the Council Chambers located in Grand Island's City Hall.

Sincerely,

Chad Nabity, AICP
Planning Director

Cc: City Clerk
City Attorney
City Public Works
City Building Department
City Utilities
Manager of Postal Operations
Olsson Associates

This letter was sent to the following School Districts 1R, 2, 3, 19, 82, 83, 100, 126.




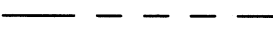
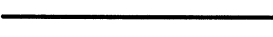
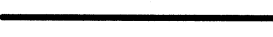


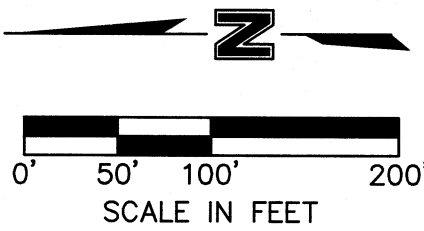
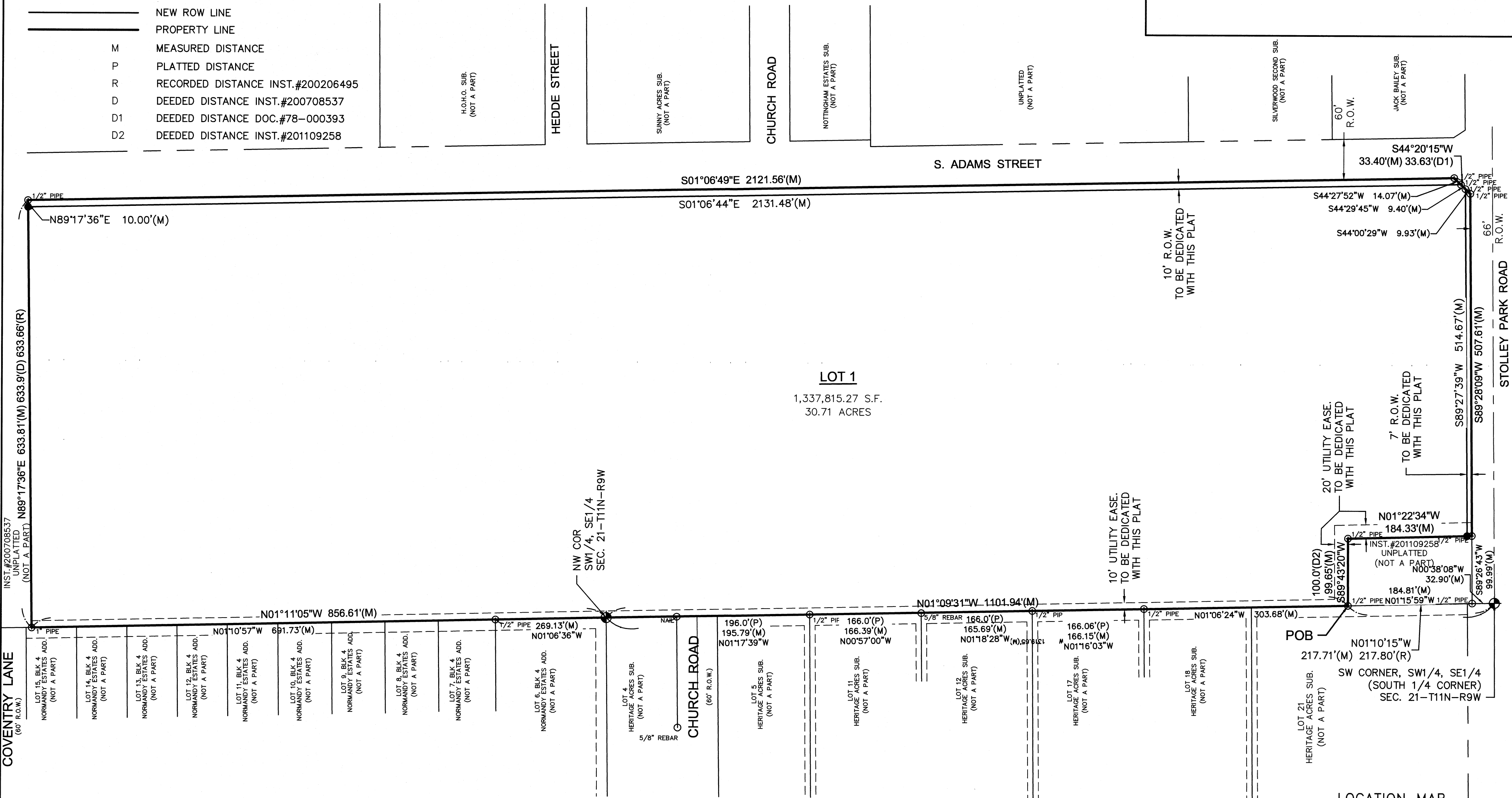
GRAND ISLAND PUBLIC SCHOOLS SUBDIVISION

to the CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA

FINAL PLAT

LEGEND

	SECTION CORNER
	SET CORNER (5/8"x24" REBAR W/CAP)
	FOUND CORNER (AS NOTED)
	ROW LINE
	NEW ROW LINE
	PROPERTY LINE
M	MEASURED DISTANCE
P	PLATTED DISTANCE
R	RECORDED DISTANCE INST.#200206495
D	DEEDED DISTANCE INST.#200708537
D1	DEEDED DISTANCE DOC.#78-000393
D2	DEEDED DISTANCE INST.#201109258



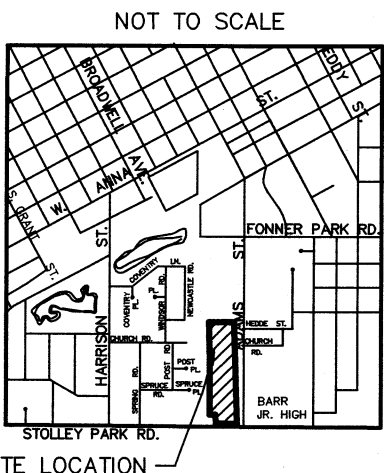
SECTION TIES

SOUTH 1/4 CORNER, SEC. 21-T11N-R9W
 FOUND SPIKE
 N 32.90' TO 1/2" PIPE
 NNE 65.44' TO SW CORNER OF BUILDING
 NE 105.22' TO 1/2" PIPE
 NE 78.82' TO POWER POLE
 ENE 220.35' TO POWER POLE w/LIGHT

NORTHEAST CORNER, SE1/4, SW1/4, SEC. 21-T11N-R9W
 FOUND 1/2" PIPE
 N 164.88' TO 1/2" PIPE
 NE 15.20' TO NAIL
 S 104.24' TO NAIL
 SW 194.31' TO 5/8" REBAR

OWNERS: HALL COUNTY DISTRICT 2
 SUBDIVIDER: HALL COUNTY DISTRICT 2
 SURVEYOR: OLSSON ASSOCIATES
 ENGINEER: OLSSON ASSOCIATES
 NUMBER OF LOTS: 1

LOCATION MAP



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

PROJECT NO. 2014-2905
 GIPS 2014
 STARR SCHOOL SURVEY
 FB

SHEET 1 OF 2

RESOLUTION 2015-42

WHEREAS, Hall County District 2, being the owner of the land described hereon, has caused same to be surveyed, subdivided, platted and designated as GRAND ISLAND PUBLIC SCHOOLS SUBDIVISION, to be laid out into 1 lot on a tract of land in part of the West Half of the Southeast Quarter (W1/2, SE1/4), of Section Twenty One (21), Township Eleven (11) North, Range (9) West of the 6th P.M., all in the City Of Grand Island, in Hall County, Nebraska, said tract containing 30.71 acres, and has caused a plat thereof to be acknowledged by it; and

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

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

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

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 24, 2015.

Jeremy Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
February 20, 2015	☐ City Attorney



City of Grand Island

Tuesday, February 24, 2015

Council Session

Item G-4

**#2015-43 - Approving Bid Award - 2016 Truck with Digger
Derrick - Line Division Unit 77**

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

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

Meeting: February 24, 2015

Subject: 2016 Truck with Digger Derrick Unit – Line Division

Item #'s: G-4

Presenter(s): Tim Luchsinger, Utilities Director

Background

The overhead line construction crews of the Utilities Line Division maintain approximately 400 miles of overhead line in the Grand Island area; rebuilding older lines as needed, re-locating lines to accommodate projects such as the widening of Capital Avenue, and building new lines as the City expands and new development occurs. Each of these crews has a digger/derrick truck and a bucket truck as basic equipment. The digger/derrick units are heavy trucks used to dig the holes for power poles and to handle and place the poles for line construction and repair. The boom, hydraulic auger, outriggers and auxiliary equipment used for line construction are powered from the truck engine when the unit is in service.

The Line Division currently has a 13 year old digger/derrick, Unit #77. The truck engine is equipped with an hour meter to schedule maintenance and determine component wear. Unit #77 has about 9,605 hours on it, which is the equivalent of about 288,000 miles at an average 30 mph engine speed.

To ensure safe operation under heavy loads and near energized power lines, line construction trucks are tested and inspected annually to ensure structural integrity and to ensure the dielectric, or insulating, strength is retained. These tests are conducted by firms specializing in this specific type of equipment. At the last inspection of Unit #77, the inspector noted that the boom rotation gear was worn and other components were showing their age. Because of concerns last year about the continued reliable operation of this unit, it was included for replacement in the current Electric Department budget.

Discussion

Specifications for replacement of Unit #77 were prepared by department staff, advertised in accordance with the City Purchasing Code, sent to six potential bidders, and posted on the City's Web Site. The bids were publically opened on February 5, 2015. One compliant bid was received.

Altec Industries, Inc. – St. Joseph, MO

Bid Price \$238,273.00

Trade-In - \$ 15,000.00

TOTAL BID \$223,273.00

The bid was reviewed by the overhead line staff, and it included some minor exceptions, but none that materially affect the ability of the bid equipment to meet the job requirements as specified. The bid is from Altec Industries, Inc., in the amount of \$223,273.00, including trade-in, is recommended as compliant with the specifications and is below the engineer's estimate of \$260,000.

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 the 2016 Truck with Digger Derrick Unit from Altec Industries of St. Joseph, Missouri, in the amount of \$223,273.00, net price with trade-in of the old unit.

Sample Motion

Move to approve the purchase of a 2016 Truck with Digger Derrick Unit from Altec Industries, Inc., in the amount of \$223,273.00.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: February 5, 2015 at 2:00 p.m.
FOR: 2016 Truck with Digger Derrick Unit
DEPARTMENT: Utilities
ESTIMATE: \$260,000.00
FUND/ACCOUNT: 520
PUBLICATION DATE: January 9, 2015
NO. POTENTIAL BIDDERS: 7

SUMMARY

Bidder: Altec Industries, Inc.
St. Joseph, MO
Exceptions: Noted
Bid Price: \$238,273.00
Trade-In: \$ 15,000.00
Total: \$223,273.00

cc: Tim Luchsinger, Utilities Director
Marlan Ferguson, City Administrator
Pat Gericke, Utilities Admin. Assist.

Bob Smith, Assist. Utilities Director
William Clingman, Interim Finance Director
Bryan Fiala, Elec. Distribution Supt.

P1789

RESOLUTION 2015-43

WHEREAS, the Utilities Department invited sealed bids for a 2016 Truck with Digger Derrick Unit for the Line Division; and

WHEREAS, on February 5, 2015, bids were received, opened and reviewed; and

WHEREAS, Altec Industries, Inc., of St. Joseph, Missouri, 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 \$223,273.00 (including trade-in); and

WHEREAS, the bid of Altec Industries, is less than the estimate for the 2016 Truck with Digger Derrick Unit.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Altec Industries, Inc., of St. Joseph, Missouri, in the amount of \$223,273.00, for a 2016 Truck with Digger Derrick Unit is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 24, 2015.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	▣ _____
February 20, 2015	▣ City Attorney



City of Grand Island

Tuesday, February 24, 2015

Council Session

Item G-5

#2015-44 - Approving Bid Award - Distribution Protection Relays

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

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

Meeting: February 24, 2015

Subject: Replacement Distribution Protection Relays

Item #'s: G-5

Presenter(s): Tim Luchsinger, Utilities Director

Background

The Grand Island Electric System utilizes 13,800 volt distribution lines to deliver service to the end customer. Each substation contains between four and eight such lines. Currently these lines are protected by solid state relays that shut the power off automatically in the event of a problem. Many of the relays are nearing the end of their expected life spans. Upgrading these relays will help to ensure that current levels of safety and reliability are maintained. In addition, today's relays provide improved protection and flexibility that isn't available in the older relays.

Discussion

Bids were received by the City on February 10, 2015, for the replacement Distribution Protection Relays:

Bidder	Bid Price	Evaluated Bid Price
Siemens Industry, Inc. Wendell, NC	\$132,894.00	\$132,894.00
Schweitzer Engineering Laboratories Pullman, WA	\$129,876.00	\$138,967.32
Harold K. Scholz Company Ralston, NE	\$154,000.00	\$154,000.00
Basler Electric Company Highland, IL	\$166,555.13	\$166,555.13
PDS, Inc. Omaha, NE	\$208,547.00	\$208,547.00
Bidder	Bid Price	Evaluated Bid Price

General Electric Company Marietta, GA	\$262,445.40	\$262,445.40
Kriz-Davis Co Grand Island, NE	\$325,012.50	\$325,012.50

* Schweitzer Engineering Laboratories bid did not include sales tax. Tax has been added to evaluated price.

Siemens Industry, Inc.'s bid contained exceptions related to physical arrangement and communications requirements. Schweitzer Engineering Laboratories bid contained no exceptions and comes in under the engineer's estimate of \$200,000.00. Identical Schweitzer Engineering Laboratories relays are currently installed at Substation J.

Based on a review of the bids received, the Schweitzer Engineering Laboratories bid of \$138,967.32, including sales tax, is recommended as the lowest, compliant bid.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the bid from Schweitzer Engineering Laboratories, Inc., of Pullman, Washington, for replacement Distribution Protection Relays in the amount of \$138,967.32, including sales tax.

Sample Motion

Move to approve the bid from Schweitzer Engineering Laboratories for Replacement Distribution Relays in the amount of \$138,967.32, including sales tax.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: February 10, 2015 at 2:00 p.m.
FOR: Distribution Protection Relays
DEPARTMENT: Utilities
ESTIMATE: \$200,000.00
FUND/ACCOUNT: 520
PUBLICATION DATE: January 13, 2015
NO. POTENTIAL BIDDERS: 9

SUMMARY

Bidder:	<u>Harold K. Scholz Company</u> Ralston, NE	<u>General Electric Company</u> Marietta, GA
Bid Security:	Universal Surety Co.	Electric Insurance Co.
Exceptions:	None	Noted
Bid Price:	\$143,925.23	\$245,276.40
Sales Tax:	<u>\$ 10,074.77</u>	<u>\$ 17,169.00</u>
Total Bid:	\$154,000.00	\$262,445.40

Bidder:	<u>PDS, Inc. (ABB, Inc.)</u> Omaha, NE	<u>Beckwith Electric Co., Inc.</u> Largo, FL
Bid Security:	Liberty Mutual Ins. Co.	Cashier's Check
Exceptions:	Noted	Noted
Bid Price:	\$194,904.00	\$162,088.00
Sales Tax:	<u>\$ 13,643.00</u>	<u>\$ 11,346.16</u>
Total Bid:	\$208,547.00	\$173,434.16

Bidder: Siemens Industry, Inc.
Wendell, NC
Bid Security: Federal Insurance Co.
Exceptions: Noted

Bid Price: \$124,200.00
Sales Tax: \$ 8,694.00
Total Bid: \$132,894.00

Schweitzer Engineering Laboratories
Pullman, WA
Bid Security: Fidelity & Deposit Co. of Maryland
Exceptions: None

\$129,876.00

\$129,876.00

Bidder: Kriz-Davis Co.
Grand Island, NE
Bid Security: The Cincinnati Ins. Co.
Exceptions: Noted

Bid Price: \$303,750.00
Sales Tax: \$ 21,262.50
Total Bid: \$325,012.50

Basler Electric Company
Highland, IL
Bid Security: Federal Insurance Co.
Exceptions: Noted

\$155,659.00
\$ 10,896.13
\$166,555.13

cc: Tim Luchsinger, Utilities Director
Marlan Ferguson, City Administrator
Pat Gericke, Utilities Admin. Assist.
Travis Burdett, Assist. Utilities Director

Bob Smith, Assist. Utilities Director
William Clingman, Interim Finance Director
Jason Bivens, Electrical Engineer 1
Stacy Nonhof, Purchasing Agent

P1788

RESOLUTION 2015-44

WHEREAS, the City of Grand Island invited sealed bids for Replacement Distribution Protection Relays according to plans and specifications on file with the Utilities Department; and

WHEREAS, on February 10, 2015, bids were received, opened and reviewed; and

WHEREAS Schweitzer Engineering Laboratories of Pullman, Washington, 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 \$138,967.32; and

WHEREAS, the bid of Schweitzer Engineering Laboratories is less than the estimate for Replacement Distribution Protection Relays.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Schweitzer Engineering Laboratories, in the amount of \$138,967.32, for Replacement Distribution Protection Relays, is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 24, 2015.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
February 20, 2015	☐ City Attorney



City of Grand Island

Tuesday, February 24, 2015

Council Session

Item G-6

#2015-45 - Approving Continuing Disclosure Agreement and Certificate of Participant Agreement with OPPD for 2015 Series A Bonds

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

From: Robert Sivick, City Attorney
Timothy Luchsinger, Utilities Director

Meeting: February 24, 2015

Subject: Nebraska City Unit #2 – Separate System Bonds
Continuing Disclosure Agreement and Certificate of Participant

Item #'s: G-6

Presenter(s): Tim Luchsinger, Utilities Director

Background

The City of Grand Island is a participant in a coal fired power plant along with the Omaha Public Power District (OPPD). The unit is the second on that site and is generally referred to as NC#2. The methods of project funding are included in the Power Participation Agreement (PPA) between the City and OPPD.

This is a 600 MW power plant with OPPD having 300MW committed to their system and 300MW dedicated to seven Project Participants; public power utilities in Nebraska, Missouri and Minnesota. Grand Island's Participation Share is 30MW. The financing of the project is structured such that OPPD will issue their bonds for their share and will also issue the bonds for the Participants' share. The Participants' costs to service that debt are to be billed monthly over the 40 year life of the plant. Participants were obligated under the PPA to begin Capital Cost payments at the time the unit went into commercial operation in 2009. The bond issue for the Participants' Share of the Capital Costs is referred to as the Separate System Bonds.

Discussion

Continuing Disclosure Agreement

Once the long term financing was in place for the Participants' share of the project capital costs, the administration of the bond issue requires each of the Participants to provide annual financial information to OPPD who will act as the Dissemination Agent. OPPD will then compile the annual information from each Participant for dissemination to the bond holders and Underwriters in accordance with the bond covenants.

Attached is the *Continuing Disclosure Agreement*. By execution of this agreement, the City certifies that it will provide the required financial and operating information

annually to OPPD over the term of the bond issue. The City also agrees that it will notify OPPD of circumstances that might occur during the term of the bonds that would have a material affect on the financial status of the Electric Utility. The information provided under this agreement would normally be provided by the City in support of Electric Revenue bonds issued directly by the City, but in the case of the NC#2 Project, each Participant makes submittal to OPPD, the Dissemination Agent, who compiles the data for dissemination in accordance with the Bond Covenants.

All participants in the Separate System Bonds issuance are required to execute the *Continuing Disclosure Agreement*.

Certificate of Participant

The NC#2 Separate System Bond issue requires the compilation of financial and operating data from each of the project Participants in order to prepare the Official Statement and other documents necessary to proceed with the issuance of the bonds to finance the Participants' share of the construction project. Each Participant must provide the required information and certify that this information is correct.

Attached is the *Certificate of Participant*. By execution of this document the City certifies that the information provided for preparation of the Separate System Bonds issue is correct and that there are not material legal matters pending which would affect the Participants' ability to meet its obligation to the project at the date of bond issuance.

All participants in the Separate System Bonds issuance are required to execute a *Certificate of Participant*.

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 *Continuing Disclosure Agreement* and the *Certificate of Participant* be approved by Council for execution by the Mayor.

Sample Motion

Move to approve the *Continuing Disclosure Agreement* and the *Certificate of Participant* and to authorize the Mayor to execute the documents.

\$114,245,000
OMAHA PUBLIC POWER DISTRICT (NEBRASKA)
SEPARATE ELECTRIC SYSTEM REVENUE BONDS (NEBRASKA CITY 2)
2015 SERIES A

THIS CONTINUING DISCLOSURE AGREEMENT, dated as of March 11, 2015 (this “Disclosure Agreement”), is executed and delivered by the undersigned (the “Participant”) and Omaha Public Power District, in its capacity as Dissemination Agent hereunder (the “Dissemination Agent”) and in its capacity as Issuer (the “Issuer”) of the above-captioned bonds (the “Bonds”) issued pursuant to the Issuer’s Resolution No. 6019 adopted November 13, 2014 (the “Resolution”). The Participant and the Issuer covenant and agree as follows:

Section 1. Purpose of the Disclosure Agreement. This Disclosure Agreement is being executed and delivered by the Participant, the Dissemination Agent and the Issuer for the benefit of the Holders and Beneficial Owners of the Bonds and in order to assist the Participating Underwriters in complying with, and constitutes the written undertaking of the Participant for the benefit of the Bondholders required by, Section (b)(5)(i) of Securities and Exchange Commission Rule 15c2-12 under the Securities Exchange Act of 1934, as amended (17 C.F.R. § 240.15c2-12) (the “Rule”).

The Participant, as an “obligated person” within the meaning of the Rule, undertakes to provide the following information as provided in this Disclosure Agreement:

- (1) Annual Financial Information; and
- (2) Audited Financial Statements, if any.

Section 2. Definitions. In addition to the definitions set forth in the Resolution, which apply to any capitalized term used in this Disclosure Agreement unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“Annual Financial Information” means, in the case of the Participant, the financial information or operating data, provided at least annually, of the type included in the Participant’s section of Appendix A of the final official statement with respect to the Bonds as more specifically set forth in Exhibit A hereto, which Annual Financial Information may, but is not required to, include Audited Financial Statements. Annual Financial Information which consists of financial information derived from financial statements of the Participant (and not operating data) shall be prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board.

“Audited Financial Statements” means, in the case of the Participant, the annual audited financial statements of the Participant, if any. Audited Financial Statements shall be prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board.

“Beneficial Owners” means any person who has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds, including persons holding Bonds through nominees or depositories.

“Dissemination Agent” means initially, Omaha Public Power District, acting in its capacity as Dissemination Agent hereunder, or any successor Dissemination Agent designated in writing by the Issuer.

“Holders” means either the registered owners of the Bonds, or, if the Bonds are registered in the name of The Depository Trust Participant or another recognized depository, any applicable participant in its depository system.

“MSRB” means the Municipal Securities Rulemaking Board.

“Participant Report Date” has the meaning set forth in Section 3(a) hereof.

“Participating Underwriters” means the original underwriters of the Bonds required to comply with the Rule in connection with offering of the Bonds.

“Participation Agreement” means the Participation Power Agreements dated January 15, 2004, between the District and each Participant and any replacements thereof, as the same may be amended from time to time, which contain commitments by the Participants to finance and pay for the construction and operation of the Separate System.

Section 3. Provision of Annual Reports.

(a) While any Bonds are outstanding, the Participant shall, or upon written direction shall cause the Dissemination Agent to, provide the Annual Financial Information on or before the 210th day after the end of each fiscal year (the “Participant Report Date”), beginning on or after the date hereof, to the MSRB. If the Dissemination Agent is to provide the Annual Financial Information, not later than 15 Business Days (as defined in the Resolution) prior to said date, the Participant shall provide the Annual Financial Information to the Dissemination Agent. The Participant shall include with each such submission of Annual Financial Information to the Dissemination Agent a written representation addressed to the Dissemination Agent, upon which the Dissemination Agent may conclusively rely, to the effect that the Annual Financial Information is the Annual Financial Information required to be provided by it pursuant to this Disclosure Agreement and that it complies with the applicable requirements of this Disclosure Agreement. In each case, the Annual Financial Information may be submitted as a single document or as a set of documents, and all or any part of such Annual Financial Information may be provided by specific cross-reference to other documents available to the public on the MSRB’s internet website, or filed with the Securities and Exchange Commission. The Audited Financial Statements, if any, may, but are not required to be, provided as a part of the Annual Financial Information.

If not provided as part of the Annual Financial Information, the Participant shall, or, upon furnishing such Audited Financial Statements to the Dissemination Agent shall

cause the Dissemination Agent to, provide Audited Financial Statements when and if available while any Bonds are Outstanding to the MSRB.

If by 15 Business Days prior to a Participant Report Date the Dissemination Agent has not received a copy of the Annual Financial Information, the Dissemination Agent shall contact the Participant to give notice that the Dissemination Agent has not received the Annual Financial Information and that such information must be provided to the MSRB, by the applicable Participant Report Date.

The Dissemination Agent shall, to the extent the Participant has provided the Annual Financial Information to the Dissemination Agent and required such information be sent to the MSRB, file a report with the Participant certifying that the Annual Financial Information has been provided by the Dissemination Agent to the MSRB pursuant to this Disclosure Agreement, stating the date it was provided.

If the Dissemination Agent does not receive the Annual Financial Information from the Participant required by clause (a) of this Section by the applicable Participant Report Date, the Dissemination Agent shall, without further direction or instruction from the Participant, provide to the MSRB, notice of any such failure to provide to the Dissemination Agent Annual Financial Information by the applicable Participant Report Date. For the purposes of determining whether information received from the Participant is Annual Financial Information, the Dissemination Agent shall be entitled conclusively to rely on the written representation made by the Participant pursuant to this Section.

All information provided by a Participant to the MSRB or to the Dissemination Agent pursuant hereto shall be provided in an electronic format as prescribed by the MSRB.

Section 4. Termination of Reporting Obligation. The Participant's, and the Dissemination Agent's and the Issuer's obligations under this Disclosure Agreement shall automatically terminate once the Bonds are no longer Outstanding.

Section 5. Dissemination Agent. The Issuer may, from time to time, with written notice to the Participant, appoint or engage a third-party Dissemination Agent to assist it in carrying out its obligations under this Disclosure Agreement, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent, upon notice to the Dissemination Agent. The initial Dissemination Agent shall be the Issuer. To the extent any Dissemination Agent engaged by the Issuer requires payment of a fee, or the Issuer incurs any expenses in discharging its obligations hereunder, the Participant shall promptly reimburse the Issuer for its pro rata portion of such fees (determined in such manner as pro rata payments are determined under the Participation Agreement).

Section 6. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Agreement, the Participant, the Dissemination Agent and the Issuer may amend this Disclosure Agreement and any provision of this Disclosure Agreement may be waived by the parties hereto, if such amendment or waiver is supported by an opinion of counsel expert in federal securities laws, acceptable to the Participant and the Issuer, to the effect that such

amendment or waiver would not, in and of itself, cause the undertakings herein to violate the Rule if such amendment or waiver had been effective on the date hereof but taking into account any subsequent change in or official interpretation of the Rule, provided that the Participant shall have provided notice of such delivery and of the amendment to the MSRB, provided that neither the Issuer nor the Dissemination Agent shall be obligated to agree to any amendment that modifies the duties or liabilities of the Dissemination Agent or the Issuer without their respective consent thereto. Any such amendment shall satisfy, unless otherwise permitted by the Rule, the following conditions:

(i) The amendment may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law or change in the identity, nature or status of the obligated person or type of business conducted;

(ii) This Disclosure Agreement, as amended, would have complied with the requirements of the Rule at the time of the primary offering, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(iii) The amendment does not materially impair the interests of Beneficial Owners and Holders of any of the Bonds, as determined either by parties unaffiliated with the Participant (such as counsel expert in federal securities laws), or by approving vote of Bondholders pursuant to the terms of the Resolution at the time of the amendment. The initial Annual Financial Information after the amendment shall explain, in narrative form, the reasons for the amendment and the effect of the change, if any, in the type of operating data or financial information being provided.

Section 7. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent the Participant from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any Annual Financial Information or other disclosure, in addition to that which is required by this Disclosure Agreement. If the Participant chooses to include any information in any Annual Financial Information or other disclosure in addition to that which is specifically required by this Disclosure Agreement, the Participant shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Financial Information.

Section 8. Default. In the event of a failure of the Participant, the Dissemination Agent or the Issuer to comply with any provision of this Disclosure Agreement, the Issuer, may, on its own behalf, or at the written direction of a Participating Underwriter, or the Holders of at least 25% in aggregate principal amount of Outstanding Bonds, shall, but only to the extent the Issuer receives indemnification to its satisfaction, or any Beneficial Owner or Holder of any of the Bonds may, seek mandate or specific performance by court order, to cause the Participant, the Dissemination Agent or the Issuer, as the case may be, to comply with its obligations under this Disclosure Agreement; provided that neither the Participant, the Dissemination Agent nor the Issuer shall be liable for monetary damages or any other monetary penalty or payment for breach of any of its obligations under this Section or unless, in the case of the Participant, such breach shall have been willful or reckless. A default under this Disclosure Agreement shall not be deemed an Event of Default under the Resolution or Participation Agreement, and the rights and

remedies provided by the Resolution or Participation Agreement upon the occurrence of an “Event of Default” shall not apply to any such failure. The sole remedy under this Disclosure Agreement in the event of any failure of the Participant, the Dissemination Agent or the Issuer to comply with this Disclosure Agreement shall be an action to compel performance.

Section 9. Duties, Immunities and Liabilities of Issuer and Dissemination Agent. The Dissemination Agent (if other than the Issuer or the Issuer in its capacity as Dissemination Agent) and the Issuer shall have only such duties as are specifically set forth in this Disclosure Agreement. The Dissemination Agent and Issuer shall be paid compensation by the Participant for its services provided hereunder and all expenses, legal fees and advances made or incurred by the Dissemination Agent hereunder. Neither the Dissemination Agent nor the Issuer shall have any duty or obligation to review any information provided to it by the Participant hereunder or shall be deemed to be acting in a fiduciary capacity for the Participant, the Holders or Beneficial Owners of the Bonds or any other party. The obligations of the Participant under this Section shall survive resignation or removal of the Dissemination Agent or Issuer.

Section 10. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Participant, the Issuer, the Participating Underwriters and the Beneficial Owners and Holders of any Bonds and shall create no rights in any other person or entity.

Section 11. Interpretation. It being the intention of the Participant and the Issuer that there be full and complete compliance with the Rule, this Disclosure Agreement shall be construed in accordance with the written guidance and no-action letters published from time to time by the MSRB and the Securities and Exchange Commission and its staff with respect to the Rule.

Section 12. Governing Law. This Disclosure Agreement shall be governed by the laws of the State of Nebraska.

Section 13. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[Remainder of Page Left Blank Intentionally]

CITY OF GRAND ISLAND, NEBRASKA

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: _____
Title: _____

[Signature Page to Grand Island, NE Continuing Disclosure Agreement]

OMAHA PUBLIC POWER DISTRICT

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: _____
Title: _____

[Signature Page to Grand Island, NE Continuing Disclosure Agreement]

EXHIBIT A

“Energy Sales and Customer Information”; “Condensed Statement of Operations”; “Net Revenues Available for Debt Service”; “Selected Balance Sheet Information”

4834-9169-4369.1

CERTIFICATE OF PARTICIPANT

\$114,245,000
OMAHA PUBLIC POWER DISTRICT (NEBRASKA)
SEPARATE ELECTRIC SYSTEM REVENUE BONDS (NEBRASKA CITY 2)
2015 SERIES A

The undersigned (the “Participant”) hereby certifies as follows:

1. As of the date hereof, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, pending against the Participant or, to the best knowledge of the Participant, threatened against the Participant, affecting the corporate existence of the Participant or the titles of its officers and directors to their respective offices, or affecting or seeking to prohibit, restrain or enjoin the performance of the Participant of its obligations under the Participation Power Agreement dated as of January 15, 2004, as amended to the date hereof (the “Participation Agreement”), between the Participant and the Omaha Public Power District (the “District”) or the Transmission Facilities Cost Agreement effective as of September 7, 2006 and entered into by the Participant in connection with the Participation Agreement (the “Transmission Agreement”), or contesting or affecting as to the Participant the validity or enforceability of the Participation Agreement or Transmission Agreement, or contesting powers of the Participant or the execution and delivery by the Participant of the Participation Agreement or Transmission Agreement, nor, to the best knowledge of the Participant, is there any basis for any such action, suit, proceeding, inquiry or investigation, wherein an unfavorable decision, ruling or finding would materially adversely affect the corporate existence or authority of the Participant or the authorization, execution, delivery or performance by the Participant under the Participation Agreement or the Transmission Agreement.

2. As of the date hereof, there exists no default under the Participation Agreement or Transmission Agreement nor has any event occurred which, with the passage of time or the giving of notice or both, would become a default under the Participation Agreement or Transmission Agreement.

3. The Participant has all necessary right, power and authority to execute and deliver the Continuing Disclosure Agreement dated as of March 11, 2015 by and between the Participant and the District. The Participant is not currently in default of its obligations under any other continuing disclosure agreements, including, without limitation, the Continuing Disclosure Agreements with the District dated December 1, 2005, September 28, 2006 and December 2, 2008.

4. The Participant acknowledges and agrees that the Participation Agreement has become effective in accordance with the requirements set forth in Section 23.10 and 23.11 of the Participation Agreement, and that the Participation Agreement and the Transmission Agreement constitute the legal, valid and binding obligations of Participant, enforceable in accordance with their terms. Without limiting the foregoing, the Participant agrees and acknowledges that LB 969 was passed by the 2004 Nebraska Legislature and that the Participant therefor represents and

4832-1952-3361.1

warrants in accordance with Sections 2.2.4 and 23.12 that the step-up provisions contained in Section 17.3 of the Participation Agreement are the legal, valid and binding obligation of the Participant, enforceable in accordance with their terms.

5. With respect to the Preliminary Official Statement dated January 26, 2015 (the “Preliminary Official Statement”) and the Official Statement dated February 5, 2015 (the “Official Statement”) issued in connection with the above referenced bonds (the “Bonds”), the information contained in Exhibit A thereof pertaining to the Participant did not as of its date, and does not as of the date hereof, contain any untrue statement of a material fact relating to the Participant or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

The following certification applies only if the Participant is not Nebraska Public Power District (“NPPD”):

6. The Participant, in accordance with Section 2.2.6 of the Participation Agreement, hereby represents and warrants that all payments for Operation and Maintenance Costs (as defined in the Participation Agreement) made by the Participant under the Participation Agreement will at all times be deemed ordinary and necessary operational costs of Participant, which will be paid on an equal basis with other ordinary and necessary operational costs of the Participant and prior to the payment of any financed debt of the Participant.

The following certification applies only if the Participant is NPPD:

7. The Participant, in accordance with Section 2.2.6 of the Participation Agreement, hereby covenants to provide the District with a surety covering its share of the ongoing Operation and Maintenance Costs in accordance with Section 16.2 of the Participation Agreement.

[Remainder of Page Intentionally Left Blank]

DATED: March 11, 2015

CITY OF GRAND ISLAND, NEBRASKA

By:_____

Name:_____

Title:_____

RESOLUTION 2015-45

WHEREAS, the City of Grand Island entered into a Participation Power Agreement with the Omaha Public Power District (OPPD) on January 15, 2004 to acquire 5% or approximately 30 megawatts of the capacity of OPPD's Nebraska City Power Plant addition referred to as NC2; and

WHEREAS, the City of Grand Island determined that the City's best option for financing the City's portion of OPPD NC2 Power Plant was through the issuance by OPPD of Separate Electric System Revenue Bonds (OPPD Bonds); and

WHEREAS, as a part of the process of arranging financing for the OPPD Bonds, OPPD has requested that the City execute a Continuing Disclosure Agreement and a Certificate of Participant.

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

1. The Mayor and Council hereby find and determine that the City has entered into a Participation Power Agreement (the "Agreement") with Omaha Public Power District ("OPPD") with respect to the purchase of power from a coal fueled generating unit that has been constructed at OPPD's Nebraska City, Nebraska plant location; that for purposes of carrying out its obligations under the Agreement, OPPD is currently issuing its Separate Electric System Revenue Bonds (Nebraska City), 2015 Series A, (the "OPPD Bonds") and has requested that the City execute and deliver a Continuing Disclosure Agreement for purposes of assisting OPPD and its underwriters in carrying out their obligations under Rule 15c2-12 of the Securities and Exchange Commission and for the City to deliver certain certifications to OPPD in connection with its issuance of the OPPD Bonds; and that documents for approval by the Mayor and Council have been prepared and presented as follows:
 - (a) Continuing Disclosure Agreement between the City and OPPD (in the separate capacity of Dissemination Agent) to be dated as of March 11, 2015; and
 - (b) Certificate of Participant, to be dated the date of issuance of the OPPD Bonds (the documents described in (a) and (b) are referred to as the "City Closing Documents");

and that the City Closing Documents are in acceptable form and should be approved and their execution and delivery authorized.

2. The Agreement is hereby ratified and confirmed in all respects and the Mayor (or in his absence, the President of the Council) is hereby authorized to execute and deliver the Closing Documents on behalf of the City.

Approved as to Form	☐ _____
February 20, 2015	☐ City Attorney

3. This resolution is hereby determined to be a measure necessary to carry out the obligations of the City under the Agreement and shall be in force and effect immediately upon its passage and approval.

PASSED AND APPROVED by the City Council of the City of Grand Island, Nebraska, February 24, 2015.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, February 24, 2015

Council Session

Item G-7

**#2015-46 - Approving Alternate Designated Representative for the
EPA Acid Rain Program**

Staff Contact: Tim Luchsinger, Utilities Director

Council Agenda Memo

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

Meeting: February 24, 2015

Subject: EPA Representation Agreement – Assigning New
Alternate Designated Representative

Item #'s: G-7

Presenter(s): Timothy Luchsinger, Utilities Director

Background

In 1990, Congress instituted a much expanded program of emission control, monitoring and reporting for major fossil burning facilities with passage of the Clean Air Act Amendments of 1990. At the time, the primary focus of the increased regulation was on sulfur emissions and the creation of the new sulfur emission accounting and trading program known as the Acid Rain Program. Among the new requirements were:

- Installation of continuous monitoring equipment on fuel burning equipment
- Extensive reporting of emissions and monitoring equipment performance and calibration
- Creation of the sulfur emission trading system
- Assignment of emission allowances to existing facilities
- Development of trading and sale provisions to produce a market system for trading the newly created commodity of sulfur allowances
- Detailed specifications for equipment operational accuracy and reliability with extensive reporting requirements
- And other provisions included in this major legislation

Being operators of fossil fueled power plants, the City was included under the new regulatory requirements. The 1990 Amendments shifted regulatory compliance from obligating subject facilities to meet limits established by EPA, to requiring much expanded monitoring and reporting to demonstrate emission limit compliance with penalties associated with any failures in the monitoring and reporting, without regard for the actual emission. With the much more complex requirements, the 1990 Amendments required the owner or operator of a source to appoint a “Designated Representative” who was to have control and responsibility for the newly enacted regulatory compliance

processes, and an “Alternate Designated Representative” to act in the event the Designated Representative is not available.

Designated Representative Responsibilities:

Environmental Protection Agency rules governing the Designated Representative are set forth in 40 CFR §72.20, Subpart B. These rules include the following:

1. The Designated Representative is defined as a “responsible person or official authorized by the owner and operator of a unit to represent the owner and operator in matters pertaining to the holding, transfer, or disposition of allowances allocated to a unit, and the submission of and compliance with permits, permit applications, and compliance plans for the unit.
2. That the Designated Representative “by his or her actions, inactions, or submissions, legally bind each owner and operator of the affected source...”
3. That the “... owners and operators shall be bound by any order issued to a Designated Representative by the Administrator, the permitting authority, or the court.”
4. That “...where a particular violation resulted from acts or omissions that are within the scope of the Designated Representative’s responsibilities, he will be subject to liability for that violation.”

In the case of municipal ownership of power plants, there is an apparent conflict between the federal mandate to have a Designated Representative who is a “natural person” and who can “legally bind” and “be subject to liability for violation”; and Nebraska law which does not permit the City Council to delegate its authority to any individual. A notation to that affect was made on the required document submitted to EPA.

After evaluation by the Utilities Department and the Legal Department of the City, the decision was made to appoint the Utilities Director as the Designated Representative (DR) and the Assistant Utilities Director-Production Division as the Alternate Designated Representative (ADR). The appointments were made by the City Council at a regular session in December of 1994, by execution of a Representative Agreement document.

Discussion

With the recent resignation of Emily Muth, Regulatory and Environmental Manager, the City must appoint a new ADR to fulfill EPA requirements. The appointment of the Utilities Director as the DR will remain as before and the position of Regulatory and Environmental Manager is a legally acceptable alternate position to serve as the ADR. The Regulatory and Environmental Manager is responsible for monitoring and ensuring compliance with environmental regulatory programs at Utilities Department facilities and the position is currently filled by Scott Sekutera.

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 Representation Agreement with the appointment of Scott A. Sekutera as Alternate Designated Representative.

Sample Motion

Move to approve the Representation Agreement appointing Scott A. Sekutera as the Alternate Designated Representative for the City of Grand Island in compliance with the Clean Air Act and Environmental Protection Agency regulations.

REPRESENTATION AGREEMENT

This Representation Agreement is made on this 24th day of February, 2015 by and between the City of Grand Island, Nebraska, a municipal corporation (CITY), Timothy G. Luchsinger ("MR. LUCHSINGER") and Scott A. Sekutera ("MR. SEKUTERA").

WITNESSETH:

WHEREAS, City is the owner and operator of Platte Generating Station and C.W. Burdick Power Station ("UNITS");

WHEREAS, the UNITS are subject to regulation under the Clean Air Act Acid Rain Program, as amended;

WHEREAS, MR. LUCHSINGER is employed by the CITY as Utilities Director;

WHEREAS, Mr. SEKUTERA is employed by the CITY as the Regulatory and Environmental Manager.

NOW, THEREFORE, in consideration of the premises, the covenants hereinafter set forth and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto do hereby agree as follows:

SECTION 1 Designated Representative.

Pursuant to the Clean Air Act, as amended, the CITY hereby retains MR. LUCHSINGER as its Designated Representative for the UNITS. MR. LUCHSINGER hereby agrees to continue to act as CITY's Designated Representative for the UNITS.

SECTION 2 Duties of the Designated Representative.

CITY authorizes MR. LUCHSINGER to continue to fulfill the duties placed on the CITY's Designated Representative as such duties are defined in the Clean Air Act, as amended, and the implementing regulations promulgated thereunder by federal and state agencies. MR. LUCHSINGER agrees to fulfill these duties.

SECTION 3 Duties of the Alternate Designated Representative.

Pursuant to the Clean Air Act, as amended, CITY hereby appoints MR. SEKUTERA to act as CITY's Alternate Designated Representative for the UNITS. MR. SEKUTERA hereby agrees to act as CITY's Alternate Designated Representative.

SECTION 4 Duties of the Alternate Designated Representative.

CITY authorized MR. SEKUTERA to fulfill the duties placed on CITY's Alternate Designated Representative as such duties are defined in the Clean Air Act, as amended, and the implementing regulations promulgated thereunder by federal and state agencies. MR. SEKUTERA agrees to fulfill these duties.

SECTION 5 Procedures for the Alternate Designated Representative to Act in Lieu of the Designated Representative.

CITY hereby authorizes MR. LUCHSINGER to notify MR. SEKUTERA either orally or in writing when he is unable to fulfill his duties as set forth in Section 2 for any reason, including, without limitation by enumeration, sickness, vacations, or business travel, and upon receipt of such notice, MR. SEKUTERA shall fulfill MR. LUCHSINGER's Section 2 duties until such time as MR. LUCHSINGER notifies MR. SEKUTERA (either orally or in writing) that he is able to resume his Section 2 duties. If MR. LUCHSINGER suddenly incapacitated and is unable to provide the notice required by this Section, (i) CITY authorizes MR. SEKUTERA to assume MR. LUCHSINGER's Section 2 duties, (ii) MR. SEKUTERA will either orally or in writing notify MR. LUCHSINGER of his actions, and (iii) MR. SEKUTERA will continue to perform MR. LUCHSINGER's Section 2 duties until such time as MR. LUCHSINGER notifies MR. SEKUTERA (either orally or in writing) that he is able to resume his section 2 duties.

SECTION 6. Certificate of Representation.

CITY authorizes MR. LUCHSINGER and MR. SEKUTERA to submit a Certificate of Representation as provided by 40 C.F.R. §72.24 and 40 C.F.R. §60.4113. CITY further agrees to be bound by the certifications made by MR. LUCHSINGER and MR. SEKUTERA in the submitted Certificate of Representation. MR. LUCHSINGER and MR. SEKUTERA agree to promptly execute and file the Certificate of Representation.

SECTION 7. Liability.

CITY agrees to indemnify and hold harmless MR. LUCHSINGER and MR. SEKUTERA for any personal liability that they may incur in their capacities as Designated Representative and Alternate Designated Representative, respectively, unless such liability is the product of personal dishonesty or fraud.

SECTION 8. Binding Effect.

This Agreement is binding on CITY in its capacity as the owner and operator of the UNITS.

SECTION 9 Termination

Any party may terminate this Agreement hereto at any time by giving notice of such termination in writing to the other parties. Termination of this Agreement by MR. LUCHSINGER or MR. SEKUTERA shall not affect their employment status with the CITY. The

CITY agrees to immediately file a Certificate of Representation selecting a new representative upon termination of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year written above.

CITY OF GRAND ISLAND,
A Municipal Corporation

By: _____
Jeremy L. Jensen, Mayor

Attest: _____
RaNae Edwards, City Clerk

By: _____
Timothy G. Luchsinger,
Utilities Director

By: _____
Scott A. Sekutera, Regulatory and
Environmental Manager

RESOLUTION 2015-46

WHEREAS, the City of Grand Island' Platte Generating Station and C. W. Burdick Power Station are subject to regulation under the Clean Air Act, as amended;

WHEREAS, in 1990, Congress instituted an expanded program of emission control, monitoring and reporting for major fossil burning facilities with passage of the Clean Air Act Amendments of 1990; and

WHEREAS, as a requirement of the Clean Air Act Amendments of 1990, an appointment of a "Designated Representative" is necessary to have control and responsibility for the enacted regulatory compliance process. It is further required that an "Alternate Designated Representative" be appointed to act in the event the Designated Representative is not available; and

WHEREAS, it would be in the best interest of the City to retain Utilities Director Tim Luchsinger as the Designated Representative appoint Regulatory and Environmental Manager, Scott Sekutera as the Alternate Designated Representative.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the retention of Utilities Director Timothy Luchsinger as Designated Representative and appointment of Regulatory and Environmental Manager Scott Sekutera at Alternate Designated Representative for the City of Grand Island, in compliance with the Clean Air Act are hereby approved.

BE IF FURTHER RESOLVED THAT the Mayor is hereby authorized and directed to execute the Representation Agreement on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 24, 2015.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
February 20, 2015	☐ City Attorney



City of Grand Island

Tuesday, February 24, 2015

Council Session

Item G-8

#2015-47 - Approving Increase to the City's Share of the US Highway 34 Improvements from US Highway 281 to South Locust Street – NDOR Project No. STP 34-4(126); Control No. 41994

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

Council Agenda Memo

From: Terry Brown PE, Assistant Public Works Director

Meeting: February 24, 2015

Subject: Approving Increase to the City's Share of the US Highway 34 Improvements from US Highway 281 to South Locust Street – NDOR Project No. STP 34-4(126); Control No. 41994

Item #'s: G-8

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

Background

On February 28, 2012 the City Council approved the agreement between the City and Nebraska Department of Roads (NDOR) for the improvements to US Highway 34 from US Highway 281 to South Locust Street.

Improvements to this stretch of roadway consisted of the following:

- Concrete Repair, as necessary;
- Milling and resurfacing the existing roadway and shoulders with asphaltic concrete;
- Widening the existing roadway to add left-turn lanes at the intersection with Blaine Street;
- New roadway lighting for the left-turn lanes;
- Widening of the Wood River Bridge between Garland and Blaine Street, with new guardrail installed;
- Removal and replacement of the Wood River overflow bridge just west of Blaine Street with a concrete box culvert; and
- Culverts under US Highway 34 will be extended between Blaine Street and Catfish Avenue.

The improvements to US Highway 34 that require City participation begin approximately 300' west of De Ann Road and continue east to the west side of South Locust Street. The City of Grand Island will pay 50% of the preliminary engineering, construction and construction engineering costs for this portion of the project.

The total construction contract was awarded to Werner Construction, Inc. by NDOR in the amount of \$2,333,693.90. The total construction costs for the section requiring the City's participation is \$200,498.01. After the contract was awarded, the City's share had increased from the estimated amount in the original project agreement of \$124,889.00 to \$129,204.98 due to engineering costs and contingencies. This increase was approved by City Council through Resolution No. 2012-326 on November 13, 2012.

Additional work became necessary once the project got underway. An existing twin culvert pipe under US Highway 34 located approximately 1600 feet west of Locust Street was discovered to have a collapsed section, resulting in a cavity under the pavement. Due to the age and deterioration of the culvert pipe, it was decided to replace the existing pipe with a new concrete box culvert. The City's participation for the cost of the culvert replacement is \$14,625.52, which is 50% of the cost for the portion of culvert replacement under the south pavement lanes.

With engineering and project contingencies the City's share for the project increased from \$129,204.98 to \$146,058.50.

Discussion

The US Highway 34 project was completed on November 15, 2013 by Werner Construction, Inc. of Hastings, Nebraska under the direction of the Nebraska Department of Roads (NDOR).

Final City share costs of such project are \$317,825.67, which the City is 50% responsible for.

- Preliminary Engineering - \$36,471.80
 - Construction Engineering - \$20,841.03
 - Construction - \$260,512.84
- Total City Share Project Cost = \$317,825.67

To date the City has paid a total of \$146,058.50 of the \$158,912.84 responsibility.

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 increase of the City's share for the US Highway 34 Improvements from US Highway 281 to South Locust Street with the Nebraska Department of Roads, for a total amount of \$158,912.84.

Sample Motion

Move to approve the resolution.

INVOICE

TO: CITY OF GRAND ISLAND
C/O CITY CLERK
PO BOX 1968
GRAND ISLAND NE 68802

Billing Address:
Nebraska Department of Roads
c/o Controller Division
1500 Hwy 2
PO Box 94759
Lincoln NE 68509-4759

DATE	ACCOUNT NUMBER	INVOICE NUMBER
01-12-2015	G7500	0633268
COST DESCRIPTION		COST
PROJECT NO. STP 34-4(126) CONTROL NO. 41994 AGREEMENT NO. XL1215 US-281 - LOCUST ST SEE ATTACHED FOR DETAILS AMOUNT DUE THIS INVOICE		12,854.34
QUESTIONS, CONTACT MARY GOGGINS AT 402-479-4305.		
PREPARED BY: M GOGGINS	DESCRIPTION: STP 34-4(126)	PAY THIS AMOUNT 12,854.34

DETACH THIS PORTION AND RETURN WITH A PAYMENT

Make checks payable to & Mail to:

Nebraska Department of Roads
c/o Controller Division
PO Box 94759
Lincoln NE 68509-4759

GRAND ISLAND/CITY OF

CUSTOMER NAME

INVOICE NUMBER

0633268

ACCOUNT NUMBER

G7500

01-12-2015

DATE OF INVOICE

TERMS

This amount is due
upon receipt of this
invoice

AMOUNT

12,854.34

INVOICE SUPPORT DETAIL

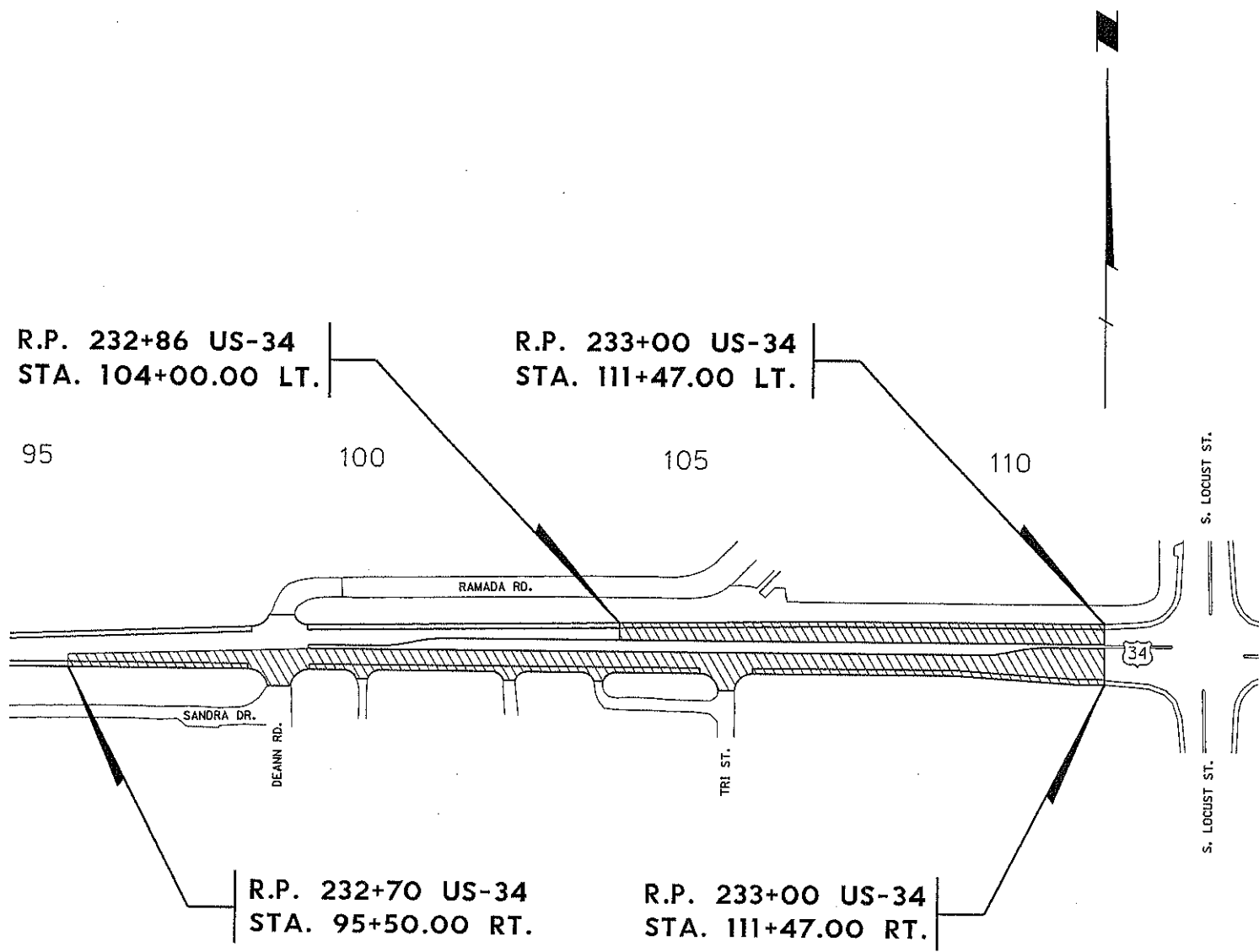
Responsible Party: City of Grand Island
Project No. STP 34-4(126)
Control No. 41994
Agreement No. XL1215
Expenses Thru: January 6, 2015
Description: US-281 - Locust St, Grand Island
Invoice: 0633268

Work Phase	Total Expenses	City Funding Percent	City Costs Share
Preliminary Engineering:			
NDOR Expenses to Date	34,142.44	50%	17,071.22
Consultant - VK1128 HDR Engineering, Inc.	✓2,329.36	50%	1,164.69 ✓
Construction:			
Werner Construction, Inc. Federal/City	260,512.84	50%	130,256.42
Construction Engineering:			
NDOR Expenses to Date	20,841.03	50%	10,420.52
Total City Cost Share			158,912.85
Less Previous Invoices			(146,058.50)
Total Due this invoice			12,854.34 ✓

NOTE: NDOR expenses include labor and operating costs.

GRAND ISLAND

HALL COUNTY
NEBRASKA



CITY PARTICIPATION 50% 

34-4(126)
C.N. 41994

EXHIBIT "E"

RESOLUTION 2015-47

WHEREAS, the Grand Island City Council approved Resolution No. 2012-48 on February 28, 2012, which provided for the City to share in the cost of improving US Highway 34 from US Highway 281 to South Locust Street in the estimated amount of \$124,889.00; and

WHEREAS, by Resolution No. 2012-326 on November 13, 2013 City Council approved an increase to the City share for such project for a revised total amount of \$129,204.98; and

WHEREAS, by Resolution No. 2013-266 on August 13, 2013 City Council approved an increase to the City share for such project for a revised total amount of \$146,058.50; and

WHEREAS, such project was completed on November 15, 2013 by Werner Construction, Inc. of Hastings, Nebraska under the direction of the Nebraska Department of Roads (NDOR) for a final City share cost of \$317,825.67, which the City is 50% responsible for.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City's total share of \$158,912.84 for such roadway improvements is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 24, 2015.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
February 20, 2015	☐ City Attorney



City of Grand Island

Tuesday, February 24, 2015

Council Session

Item G-9

#2015-48 - Approving Bid Award for Hot-Mix Asphalt for 2015

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

Council Agenda Memo

From: Shannon Callahan, Streets Superintendent

Meeting: February 24, 2015

Subject: Approving Bid Award for Hot-Mix Asphalt 2015

Item #'s: G-9

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

Background

Asphalt Hot-Mix is used by the Streets Division's asphalt crew throughout the construction season to patch potholes and full-depth patch sections of roadways that are showing signs of failure.

Asphalt is produced to very detailed specifications; in the last several years the City and the NDOR have been changing specifications to find better mixes for roadway projects. These adjustments have spurred changes in the way the Streets Division bids and awards this material.

Bidders are given the opportunity to write-in mixes that they know they will be producing this season. This allows a wider variety of mixes with set prices to be available to the Streets Division. The purchase of asphalt can then be based on the type of mix best suited for each patching job.

A primary and secondary bid award is being recommended for each mix type which sets prices for more than one producer so the optimal material can be purchased in the event the other producer(s) are not making that mix type or the plant is not running.

Discussion

Three bids were received and opened on February 11, 2015; the bid summary can be found in Attachment 1 and a copy of the bidding documents is on file and available for inspection and review in the City Clerk's office. The bid award recommendation is listed below:

Standard Mix Id	Binder	Primary Award	Secondary Award
SPR	64-34	Gary Smith Construction Co. \$51.70	J.I.L. Asphalt Paving Co. \$57.95
Alternative Mix Id	Binder	Primary Award	Secondary Award
SPR	64-22	Gary Smith Construction Co. \$47.70	J.I.L. Asphalt Paving Co. \$54.50
SPS	52-34	Constructors, Inc. \$48.00	
Type B	64-22	J.I.L. Asphalt Paving Co. \$50.10	
Type B Recycle	64-22	J.I.L. Asphalt Paving Co. \$43.95	

*All bid prices are per Ton.

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 Hot-Mix Asphalt 2015 according to the above stated bid recommendation.

Sample Motion

Move to approve the purchase of the Hot-Mix Asphalt 2015 according to the above stated bid recommendation.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: February 11, 2015 at 2:00 p.m.
FOR: Asphalt Hot-Mix for 2015
DEPARTMENT: Public Works
ESTIMATE: \$65.00 per ton
FUND/ACCOUNT: 10033503-85547
PUBLICATION DATE: January 29, 2015
NO. POTENTIAL BIDDERS: 3

SUMMARY

Bidder:	<u>J.I.L. Asphalt Paving Co.</u> Grand Island, NE	<u>Constructors, Inc.</u> Lincoln, NE
Exceptions:	None	None
Bid Price:		
Type SPR:	\$57.95 per ton	\$60.00 per ton
Alternate SPR:	\$54.50 per ton	\$48.00
Type B:	\$50.10 per ton	
Type B w/RAP:	\$43.95 per ton	

Bidder:	<u>Gary Smith Construction Co., Inc..</u> Grand Island, NE
Exceptions:	Noted
Bid Price:	
Type SPR:	\$51.70 per ton
Alternate SPR:	\$47.70 per ton

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

Catrina DeLosh, PW Admin. Assist.
William Clingman, Interim Finance Director
Shannon Callahan, Street Superintendent

P1794

R E S O L U T I O N 2015-48

WHEREAS, the City of Grand Island invited sealed bids for furnishing Hot-Mix Asphalt for 2015, according to plans and specifications on file with the Public Works Department; and

WHEREAS, on February 11, 2015 bids were received, opened and reviewed; and,

WHEREAS, Gary Smith Construction Co., J.I.L. Asphalt Paving Co., and Constructors, Inc. submitted the lowest and best bids within the bid specifications for Asphalt Hot-Mix 2015.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the below bids for hot-mix asphalt purchased in the 2015 calendar year, are hereby approved;

Standard Mix Id	Binder	Primary Award	Secondary Award
SPR	64-34	Gary Smith Construction Co. \$51.70	J.I.L. Asphalt Paving Co. \$57.95
Alternative Mix Id	Binder	Primary Award	Secondary Award
SPR	64-22	Gary Smith Construction Co. \$47.70	J.I.L. Asphalt Paving Co. \$54.50
SPS	52-34	Constructors, Inc. \$48.00	
Type B	64-22	J.I.L. Asphalt Paving Co. \$50.10	
Type B Recycle	64-22	J.I.L. Asphalt Paving Co. \$43.95	

*All bid prices are per Ton.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 24, 2015.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form <input type="checkbox"/> _____ February 20, 2015 <input type="checkbox"/> City Attorney
--



City of Grand Island

Tuesday, February 24, 2015

Council Session

Item G-10

#2015-49 - Approving Bid Award for Concrete Pavement and Storm Sewer Repairs for 2015

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

Council Agenda Memo

From: Shannon Callahan, Street Superintendent

Meeting: February 24, 2015

Subject: Approving Bid Award for Concrete Pavement and Storm Sewer Repairs for 2015

Item #'s: G-10

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

Background

On January 28, 2015 the Streets Division of the Public Works Department advertised for bids for concrete pavement and storm sewer repairs for the 2015 calendar year. The contracted concrete pavement and storm sewer work supplements the repair work that is performed by the City's crews.

Discussion

Two (2) bids were received and opened on February 24, 2015. All bids were submitted in compliance with the contract, plans, and specifications with no exceptions. A summary of the bids is shown below and complete bid tabulation is attached.

<i>Bidder</i>	<i>Exceptions</i>	<i>Total Bid</i>	
O.K. Paving, Inc. of Hordville, NE	None	Bid Price	\$880,905.00
		Labor (per hour)	\$50.00
		Skid Steer Loader (per hour)	\$50.00
		Front End Loader (per hour)	\$110.00
		Backhoe (per hour)	\$110.00
		Dump Truck-10 CY (per hour)	\$130.00
The Diamond Engineering Co. of Grand Island, NE	None	Bid Price	\$1,214,296.50
		Labor (per hour)	\$45.60
		Skid Steer Loader (per hour)	\$50.65
		Front End Loader (per hour)	\$92.90
		Backhoe (per hour)	\$87.85
		Dump Truck-10 CY (per hour)	\$87.85

O.K. Paving's bid submittal had a calculation error on line item #20 showing a unit price of \$550.00 for 15 each, an extended price of \$5,500.00, with a grand total bid of

\$878,155.00. Using the bid unit price of \$550.00 for 15 each the extended price would be \$8,250.00 which is \$2,750.00 more than quoted. The above summary of bids and attached bid tabulation has been corrected to reflect this increase.

There are sufficient funds in Account No. 10033506-85351 (Concrete Repair), 10033504-85318 (Storm Sewer Repair), 10033503-85318 (Curb & Gutter), and 10033503-85547 (Street Repair Materials) to fund this contract. This is a calendar year contract that extends beyond the current fiscal year. In the event that funds become unavailable in the fiscal year 2015/2016, the scope of work for this contract will be scaled down accordingly.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve awarding the contract to O.K. Paving, Inc. of Hordville, Nebraska in the amount of \$880,905.00.

Sample Motion

Move to approve the resolution.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: February 11, 2015 at 2:30 p.m.

FOR: Concrete Pavement & Storm Sewer Repair 2015

DEPARTMENT: Public Works

ESTIMATE: \$650,000.00 2013/2014
\$250,000.00 2014/2015
\$900,000.00

FUND/ACCOUNT: 10033503-85318 (Curb, Gutter & Sidewalk)
10033503-85547 (Street Repair Materials)
10033504-85318 (Storm Sewer Repair)
10033506-85351 (Contract Concrete Repair)

PUBLICATION DATE: January 28, 2015

NO. POTENTIAL BIDDERS: 7

SUMMARY

Bidder:	<u>Diamond Engineering Co.</u> Grand Island, NE	<u>O.K. Paving</u> Hordville, NE
Bid Security:	Universal Surety Co.	Cahier's Check
Exceptions:	None	None
Bid Price:	\$1,214,296.50	\$878,155.00
Labor:	\$45.60 per hour	\$ 50.00 per hour
Sid Steer Loader:	\$50.65 per hour	\$ 50.00 per hour
Front End Loader:	\$92.90 per hour	\$110.00 per hour
Backhoe:	\$87.85 per hour	\$110.00 per hour
Dump Truck-10 CY:	\$87.85 per hour	\$130.00 per hour

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

Catrina DeLosh, PW Admin. Assist.
Shannon Callahan, Street Superintendent
William Clingman, Interim Finance Director

P1796

Attachment A

Bid Tabulations
Concrete Pavement and Storm Sewer Repair 2015
City of Grand Island Streets Division
Opening Date: February 24, 2015

Vendor				The Diamond Engineering Co Grand Island, NE		OK Paving, Inc. Hordville, NE	
Item	Description	Estimated Quantity	Unit	Unit Price	Extended Price	Unit Price	Extended Price
1	Remove 6" & replace with 7" concrete pavement (less than 6.0 SY)	40	SY	\$64.00	\$2,560.00	\$46.50	\$1,860.00
2	Remove 6" & replace with 7" concrete pavement (more than 6.0 SY)	17,000	SY	\$55.25	\$939,250.00	\$42.20	\$717,400.00
3	Cost per inch over 7" thickness concrete pavement	600	SY	\$6.85	\$4,110.00	\$5.30	\$3,180.00
4	Remove and replace concrete curb and gutter – 22"	2,500	LF	\$26.55	\$66,375.00	\$15.15	\$37,875.00
5	Remove and replace concrete curb and gutter – 30"	200	LF	\$27.90	\$5,580.00	\$15.80	\$3,160.00
6	Remove and replace vertical curb	300	LF	\$42.15	\$12,645.00	\$30.00	\$9,000.00
7	Remove and replace concrete sidewalk – 4" (less than 40 SF)	400	SF	\$6.50	\$2,600.00	\$6.00	\$2,400.00
8	Remove and replace concrete sidewalk – 4" (more than 40 SF)	2,500	SF	\$5.50	\$13,750.00	\$5.60	\$14,000.00
9	Furnish and install 2'x4' detectable warning plates RED in color.	150	EA	\$256.60	\$38,490.00	\$130.00	\$19,500.00
10	Build integral concrete curb	3,200	LF	\$6.05	\$19,360.00	\$2.65	\$8,480.00
11	Pavement saw cut (less than 30 LF)	800	LF	\$5.20	\$4,160.00	\$4.00	\$3,200.00
12	Pavement saw cut (more than 30 LF)	800	LF	\$4.05	\$3,240.00	\$4.00	\$3,200.00
13	Remove and replace RCP pipe – 12" (less than 7-1/2 FT lengths)	100	LF	\$72.15	\$7,215.00	\$55.00	\$5,500.00
14	Remove and replace RCP pipe – 12" (greater than 7-1/2 FT lengths)	100	LF	\$55.35	\$5,535.00	\$45.00	\$4,500.00
15	Remove and replace RCP pipe – 15" (less than 7-1/2 FT lengths)	100	LF	\$75.10	\$7,510.00	\$46.00	\$4,600.00
16	Remove and replace RCP pipe – 15" (greater than 7-1/2 FT lengths)	100	LF	\$58.90	\$5,890.00	\$43.00	\$4,300.00
17	Concrete collars on pipe junctions(through 15")	10	EA	\$443.00	\$4,430.00	\$250.00	\$2,500.00
18	Remove and replace Type "B" inlet	20	EA	\$2,010.00	\$40,200.00	\$650.00	\$13,000.00
19	Furnish and install Pre-cast concrete lid Type "D" inlet	20	EA	\$1,071.00	\$21,420.00	\$750.00	\$15,000.00
20	Adjust manholes to grade (concrete to grade)	15	EA	\$665.10	\$9,976.50	\$550.00	\$8,250.00
TOTAL BID				\$1,214,296.50		\$880,905.00	

Attachment A

Bid Tabulations

Concrete Pavement and Storm Sewer Repair 2015

City of Grand Island Streets Division

Opening Date: February 24, 2015

Item	Description	HOURLY RATE	HOURLY RATE
21	Labor	\$45.60	\$50.00
22	Skid Steer Loader	\$50.65	\$50.00
23	Front End Loader	\$92.90	\$110.00
24	Backhoe	\$87.85	\$110.00
25	Dump Truck- 10 CY	\$87.85	\$130.00

RESOLUTION 2015-49

WHEREAS, the City of Grand Island invited sealed bids for Concrete Pavement and Storm Sewer Repairs 2015, according to plans and specifications on file with the Streets Division of the Public Works Department; and

WHEREAS, on February 11, 2015, bids were received, opened and reviewed; and

WHEREAS, OK Paving of Hordville, Nebraska submitted a bid in accordance with the terms of the advertisement of bids and plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$880,905.00; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of OK Paving of Hordville, Nebraska, in the amount of \$880,905.00 for Concrete Pavement and Storm Sewer Repairs 2015 is hereby approved as the lowest responsible bid.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 24, 2015.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
February 20, 2015	☐ City Attorney



City of Grand Island

Tuesday, February 24, 2015

Council Session

Item G-11

#2015-50 - Approving Bid Award for Concrete Ready-Mix for 2015

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

Council Agenda Memo

From: Shannon Callahan, Street Superintendent

Meeting: February 24, 2015

Subject: Approving Bid Award for Concrete Ready-Mix for 2015

Item #'s: G-11

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

Background

On February 4, 2015 the Street Division of the Public Works Department advertised for bids for the purchase of Portland Cement Concrete Ready-Mix to be used in conjunction with in-house concrete repairs throughout the 2015 calendar year. The concrete ready-mix is used by the City's concrete patching crew.

Discussion

Two (2) bids were received and opened on February 11, 2015. The bids were submitted in accordance with the terms of the advertisement of bids and specifications and all other statutory requirements contained therein with no exceptions. A summary of the bids is shown below.

<i>Bidder</i>	<i>Exceptions</i>	<i>Unit Prices</i>
Gerhold Concrete Co., Inc. of Grand Island, NE	None	\$85.50 per cubic yard
Consolidated Concrete Co. of Grand Island, NE	None	\$90.50 per cubic yard

Gerhold Concrete Co., Inc. of Grand Island, Nebraska provided the lowest responsible bid.

The estimated quantity of Portland Cement Concrete Ready-Mix required for 2015 calendar year is 3,000 cubic yards; for an estimated total cost of \$256,500. There are sufficient funds in Account No. 10033503-85547 to purchase this material.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve awarding the purchase of the Concrete Ready-Mix to Gerhold Concrete Co., Inc. of Grand Island, Nebraska in the amount of \$85.50 per cubic yard.

Sample Motion

Move to approve the resolution.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: February 11, 2015 at 2:15 p.m.
FOR: Concrete Ready-Mix for 2015
DEPARTMENT: Public Works
ESTIMATE: \$87.00 per cubic yard - \$261,000 season total
FUND/ACCOUNT: 10033503-85547
PUBLICATION DATE: February 4, 2015
NO. POTENTIAL BIDDERS: 2

SUMMARY

Bidder:	<u>Consolidated Concrete</u> Grand Island, NE	<u>Gerhold Concrete Co., Inc.</u> Grand Island, NE
Exceptions:	None	None
Bid Price:	\$90.50	\$85.50

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

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

P1795

R E S O L U T I O N 2015-50

WHEREAS, the City of Grand Island invited sealed bids for furnishing Portland Cement Concrete Ready-Mix for 2015 for the Streets Division of the Public Works Department, according to specifications on file with the Public Works Department; and

WHEREAS, on February 11, 2015, bids were received, opened and reviewed; and

WHEREAS, Gerhold Concrete Co., Inc. 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 \$85.50 per cubic yard; and

WHEREAS, the total cost based on the estimated usage of 3,000 cubic yards for the 2015 construction season at the above-identified price, is estimated at \$256,500.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Gerhold Concrete Co., Inc. of Grand Island, Nebraska, in the amount of \$85.50 per cubic yard for Portland Cement Concrete Ready-Mix is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 24, 2015.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form <input type="checkbox"/> _____ February 20, 2015 <input type="checkbox"/> City Attorney
--



City of Grand Island

Tuesday, February 24, 2015

Council Session

Item G-12

**#2015-51 - Approving Award of Proposal for Aerial Photography
of the Grand Island Metropolitan Planning Organizations
Planning Area - 2015**

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

Council Agenda Memo

From: Terry Brown PE, Assistant Public Works Director

Meeting: February 24, 2015

Subject: Approving Award of Proposal for Aerial Photography of the Grand Island Metropolitan Planning Organizations Planning Area - 2015

Item #'s: G-12

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

Background

A Request for Proposals (RFP) for High Resolution Aerial Photography to be flown this spring for the Grand Island Area Metropolitan Planning Organization's (GIAMPO) planning area was developed by the MPO Manager. The request was advertised in the Grand Island Independent on January 28, 2015, and was also sent to nine (9) potential bidders, by the MPO Program Manager.

The collection of the aerial photography will assist with the development of the Long Range Transportation Plan by:

- Identifying existing and new construction for use in travel demand model development
- Public meetings scheduled to be conducted throughout the coming year
- Documentation for the base year of the 20-year Long Range Transportation Plan
- Updated aerial photography that will be beneficial to other departments within the City

Discussion

Six (6) proposals were opened on February 10, 2015 reviewed and scored. The estimate for the flyover, aerotranslucation and production for the High Resolution Aerial Photography was established by the MPO Technical Advisory Committee with 80% of the funding furnished by the Federal Highway Administration (FHWA), through the Nebraska Department of Roads at \$25,000.00.

The proposal submitted by Kucera International of Willoughby, Ohio was scored as the responsible lowest bidder to complete the required work at a cost of **\$17, 900.00**. The

aerial photography will include approximately a 118 square mile area, capturing high resolution 6 inch 4-band color photography. The actual flight will occur between March 15, 2015 and April 15, 2015, during the optimal period to gather aerial photography for this area. It's the time when leaves and snow are not present, and the angle of the sun does not distort the images. The product will then go through a process of aerial triangulation correcting distortions from objects on the ground.(ie. Bridges, overpasses) with delivery of the final product mid-summer.

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 award of the proposal to Kucera International, Willoughby, Ohio in the amount of \$17,900.00.

Sample Motion

Move to approve the award.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

**REQUEST FOR QUOTES
FOR
2015 DIGITAL AERIAL ORTHOGRAPHY**

RFP DUE DATE: February 10, 2015 at 4:00 p.m.
DEPARTMENT: Public Works
PUBLICATION DATE: January 28, 2015
NO. POTENTIAL BIDDERS: 9

SUMMARY OF PROPOSALS RECEIVED

Cornerstone Mapping, Inc.
Roca, NE

Aerial Surveys International
Watkins, CO

Sanborn
Charlotte, NC

Kucera International , Inc.
Willoughby, OH

Pictometry International Corp.
Rochester, NY

Wilson & Company, Inc.
Kansas City, MO

cc: John Collins, Public Works Director
Marlan Ferguson, City Administrator
John Adams, MPO Program Manager

Catrina DeLosh, PW Admin. Assist.
William Clingman, Interim Finance Director
Stacy Nonhof, Purchasing Agent

P1793

RESOLUTION 2015-51

WHEREAS, the City Of Grand Island invited proposals for contractor services for High Resolution Digital Photography of Grand Island's Area Metropolitan Planning Organization's (GIAMPO) Planning Area, according to the Request For Proposals (RFP) on file with the Public Works Department; and

WHEREAS, on February 10, 2015 proposals were received, reviewed, and evaluated in accordance with established criteria in the RFP; and

WHEREAS, Kucera International Inc. of Willoughby, Ohio submitted a proposal in accordance with the terms of the Request for Proposals and all statutory requirements contained therein and the City Procurement Code with the work performed at \$17,900.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the proposal of Kucera International Inc., of Willoughby, Ohio for contractor services of Aerial Digital Photography of Grand Island's Metropolitan Planning Study Area is hereby approved.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, and February 24, 2015.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
February 20, 2015	☐ City Attorney



City of Grand Island

Tuesday, February 24, 2015

Council Session

Item G-13

**#2015-52 - Approving Agreement with Olsson Associates for
Construction Engineering Services for Capital Avenue Widening –
Webb Road to Broadwell Avenue**

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

Council Agenda Memo

From: Terry Brown PE, Assistant Public Works Director

Meeting: February 24, 2015

Subject: Approving Agreement with Olsson Associates for Construction Engineering Services for Capital Avenue Widening – Webb Road to Broadwell Avenue

Item #'s: G-13

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

Background

All agreements must be approved by the City Council.

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

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

This project will receive federal funding through the Surface Transportation Program (STP), which has typically been applied on an 80/20 basis. However, due to changes brought about by the new federal highway bill, the Moving Ahead for Progress in the 21st Century Act (MAP-21) and the NDOR's Federal Fund Purchase Program beginning in March 2016, federal funding for this project has been capped. Reference is made to Resolution 2013-141 approved by City Council on May 14, 2013.

Total project costs are now estimated to be \$10,118,895.63. Subtracting the federal capped funds of \$6,527,328.00 the local funding necessary to complete this project is estimated at \$3,591,567.63. This project will have a 35.5% local funding and a 64.5% federal funding. Breakdown of estimated costs are as follows:

Preliminary Engineering	\$533,217.28
Northwestern Energy	\$620,268.00
CenturyLink	\$272,389.00
Grand Island Utilities	\$725,000.0
Right-of-Way Acquisition	\$278,606.00
Construction	\$7,086,573.25
Construction Engineering	\$602,842.10
Total Estimated Project Costs	\$10,118,895.63

\$10,118,895.63 (*Total Estimated Project Costs*)

- \$ 6,527,328.00 (*Federal Funds Cap*)

\$ 3,591,567.63 (*Local Funding*)

Discussion

The City of Grand Island solicited the Request for Proposals for Engineering Consulting Services related to the Capital Avenue Widening Project; Webb Road to Broadwell Avenue, which also included Construction Engineering Services.

Olsson Associates was selected to perform Construction Engineering Services based on qualifications detailed in the firm's on-call proposal to NDOR for these services, their experience with Federal Aid Transportation projects, and their familiarity with the Capital Avenue Widening project design and specifications. Public Works Engineering Division staff conducted negotiations to determine the appropriate scope and fee to satisfy FHWA and NDOR requirements and to ensure quality construction inspection and project management.

The amount of hours calculated in the services for Construction Inspection and Material Sampling and Testing are considered appropriate; it is vital that observation and testing occur during all critical operations, such as concrete pavement placement. In order to coordinate construction activity with other Public Works and Utility Department projects, and to ensure sufficient notification to Emergency Services, Schools and impacted residents and businesses, and to facilitate timely completion of work, Olsson Associate's project management staff will be required to conduct weekly on-site progress meetings.

Olsson Associates will be paid a fixed-fee-for-profit of \$69,440.92 and up to a maximum amount of \$533,401.18 for actual costs in accordance with Exhibit "A", with a total amount of \$602,842.10.

Due to heavy project workload in this upcoming construction season, City staff will participate to a limited extent in construction oversight and project management tasks.

The tentative start date for construction is June 1, 2015. The project is expected to be completed June 1, 2016.

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 the agreement with Olsson Associates to perform construction engineering services for the Capital Avenue Widening Project; Webb Road to Broadwell Avenue.

Sample Motion

Move to approve the resolution.

CAPITAL AVENUE RECONSTRUCTION



RESOLUTION 2015-52

WHEREAS, the City of Grand Island is developing a transportation project for which it intends to obtain Federal funds; and

WHEREAS, the City of Grand Island as a sub-recipient of Federal-Aid funding is charged with the responsibility of expending said funds in accordance with Federal, State and local laws, rules, regulations, policies and guidelines applicable to the funding of the Federal-aid project; and

WHEREAS, the City of Grand Island and Olsson Associates wish to enter into a Professional Construction Engineering Services Agreement to provide construction engineering services for the Federal-aid project; and

WHEREAS, Olsson Associates will be paid a fixed-fee-for-profit of \$69,440.92 and up to a maximum amount of \$533,401.18 for actual costs in accordance with Exhibit "A", with a total amount of \$602,842.10.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor is hereby authorized and directed to sign the attached Construction Engineering Services Agreement between the City of Grand Island and Olsson Associates of Grand Island, Nebraska.

NDOR Project No.: URB-5436(5)
NDOR Control No.: 42707
NDOR Project Description: Capital Avenue, Webb Rd – Broadwell Ave

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 24, 2105.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
February 20, 2015	☐ City Attorney



City of Grand Island

Tuesday, February 24, 2015

Council Session

Item G-14

#2015-53 - Approving Subcontractor for Annual Pavement Marking Contract 2015 – Streets Division of the Public Works Department

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

Council Agenda Memo

From: Shannon Callahan, Streets Superintendent

Meeting: February 24, 2015

Subject: Approving Subcontractor for Annual Pavement Marking Contract 2015 – Streets Division of the Public Works Department

Item #'s: G-14

Presenter(s): John Collins, Public Works Director

Background

A contract renewal with Straight-Line Striping, Inc. of Grand Island, Nebraska for 2015 was approved on February, 10, 2015 by Resolution 2015-36.

According to the bid documentation the contractor has the ability to sub-contract the work in-part or in-whole. Straight-Line Striping has proposed the use of County Line Striping as a subcontractor for the 2015 pavement marking contract term.

Discussion

Below is the request from Straight-Line Striping to add County Line Striping as a subcontractor:

Straight-Line Striping would like to utilize a subcontractor to complete the 2015 striping project. We would like to use County Line Striping. County Line Striping has 9 years of highway and roadway striping experience and 15 years parking lot striping experience. We feel that along with Straight-Line Striping, County Line Striping will be able to deliver a quality product within a timely manner.

The proposed subcontractor's main work would include the symbols (arrows, crosswalks, RR Crossing symbols).

All specifications and special provisions set forth in the bid documents would remain unchanged including temporary traffic control, quality of work, night time work hours, and unit pricing approved as part of the 2015 contract renewal.

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 County Line Striping of Grand Island, Nebraska as a subcontractor for the Annual Pavement Marking Contract with Straight-Line Striping, Inc. of Grand Island, Nebraska.

Sample Motion

Move to approve County Line Striping of Grand Island, Nebraska as a subcontractor for the Annual Pavement Marking Contract with Straight-Line Striping, Inc. of Grand Island, Nebraska.

Shannon Callahan

From: casey clausen <gi_jerome@hotmail.com>
Sent: Wednesday, February 11, 2015 11:46 AM
To: Shannon Callahan
Subject: RE: 2015 striping project

Sorry, email is wrong. It's boltzstriping@charter.net

From: gi_jerome@hotmail.com
To: shannonc@grand-island.com
Subject: RE: 2015 striping project
Date: Wed, 11 Feb 2015 10:07:04 -0600

Shannon,

County Line Striping info as requested:

Address: 4081 Manchester Rd
Grand Island, NE 68803

Contact: Lanny Boltz

Phone number: 308-379-2216

Email address: Boltz Parking Lot Striping

County Line Striping will be working mainly on Section 2, the symbols, of the striping contract and working in conjunction with Straight-Line Striping Inc. to complete Section 1. Any other info can be provided if needed.

Thanks,
Casey Clausen, President
Straight-Line Striping Inc.
308-390-2824

From: shannonc@grand-island.com
To: gi_jerome@hotmail.com
Date: Tue, 10 Feb 2015 12:00:29 -0600
Subject: RE: 2015 striping project

Casey,

Please provide the following information on the subcontractor referenced below:

County Line Striping
Address:

Contact Name:
Phone Number:
E-mail Address:

Also, which part of the contract will they be working on? Section 1 is lane lines and Section 2 is symbols (hand work).

Shannon Rose Callahan, E.I.T.
Street Superintendent
scallahan@grand-island.com

From: casey clausen [mailto:gi_jerome@hotmail.com]
Sent: Tuesday, February 10, 2015 8:58 AM
To: Shannon Callahan
Subject: 2015 striping project

Shannon,

Straight-Line Striping would like to utilize a sub-contractor to complete the 2015 striping project. We would like to use County Line Striping. County Line Striping has 9 years of highway and roadway striping experience and 15 years parking lot striping experience. We feel that along with Straight-Line Striping, County Line Striping will be able to deliver a quality product within a timely manner.

Thank you,
Casey Clausen
Straight-Line Striping
308-390-2824

RESOLUTION 2015-53

WHEREAS, the City of Grand Island City Council authorized a contract term renewal for Annual Pavement Markings 2015 with Straight-Line Striping, Inc. of Grand Island, Nebraska on February 10, 2015; and

WHEREAS, the contract allows for use of sub-contracted work; and

WHEREAS, Straight-Line Striping, Inc. of Grand Island, Nebraska has requested County Line Striping of Grand Island, Nebraska be approved as a subcontractor.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that County Line Striping of Grand Island, Nebraska is approved as a subcontractor for the Annual Pavement Marking Contract with Straight-Line Striping, Inc. of Grand Island, Nebraska.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 24, 2015.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	▣ _____
February 20, 2015	▣ City Attorney



City of Grand Island

Tuesday, February 24, 2015

Council Session

Item G-15

**#2015-54 - Approving Change Order No. 1 for Faidley Avenue
Paving Improvements; Project No. 2014-P-1 & Faidley Avenue
Water Improvements; Project No. 2014-W-14**

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

Council Agenda Memo

From: Terry Brown PE, Assistant Public Works Director

Meeting: February 24, 2015

Subject: Approving Change Order No. 1 for Faidley Avenue Paving Improvements; Project No. 2014-P-1 & Faidley Avenue Water Improvements; Project No. 2014-W-14

Item #'s: G-15

Presenter(s): John Collins, Public Works Director

Background

The Diamond Engineering Co. of Grand Island, Nebraska was awarded a \$925,292.70 contract by the City Council on September 23, 2014 for Faidley Avenue Paving Improvements; Project No. 2014-P-1 and Faidley Avenue Water Improvements; Project No. 2014-W-14.

This project will extend paving to join the two (2) existing segments of Faidley Avenue, between North Road and Irongate Avenue. In order to accommodate storm sewer for this project it is necessary to lower the water main in this area.

Discussion

Public Works Administration is requesting Change Order No. 1 for Faidley Avenue Paving Improvements; Project No. 2014-P-1 and Faidley Avenue Water Improvements; Project No. 2014-W-14, which will allow for grading to remedy poor drainage of Moores Creek from Old Potash Highway to the proposed Faidley Avenue, correction of a concrete outfall structure which drains into Moore's Creek that was not found during the survey for the project, modifications to storm sewer connections to existing structures and allow for a sleeve that is needed to account for misshaped pipe that was encountered during the water main lowering.

The estimated cost for the additional work is detailed below.

Item No.	Description	Quantities	Units	Unit Price	Total Cost
CO1-1	MOORES CREEK EXCAVATION	1801.00	CY	\$ 12.87	\$ 23,178.87
CO1-2	REMOVE EROSION CONTROL, CLASS 1D	796.00	SY	\$ 1.32	\$ 1,050.72
CO1-3	EROSION CONTROL, CLASS 1D	4734.00	SY	\$ 2.09	\$ 9,894.06
CO1-4	REMOVE & SALVAGE 48" RCP FES	4.00	EA	\$ 356.95	\$ 1,427.80
CO1-5	REMOVE & SALVAGE 48" RCP FES	214.00	LF	\$ 20.08	\$ 4,297.12
CO1-6	6" REINF. CONC. OUTFALL STRUCTURE AT STA. 324+90	1.00	LS	\$ 3,000.00	\$ 3,000.00
CO1-7	TAP EXISTING MANHOLE	1.00	LS	\$ 1,325.00	\$ 1,325.00
CO1-8	30" ROUND EQUIVALENT REINFORCED CONCRETE STORM SEWER PIPE, CLASS III	14.00	LF	\$ 130.00	\$ 1,820.00
CO1-9	BUILD 30" ROUND EQUIVALENT REINFORCED CONCRETE COLLAR	1.00	EA	\$ 835.00	\$ 835.00
CO1-10	24" M.J. SOLID SLEEVE	1.00	EA	\$ 2,200.00	\$ 2,200.00
					\$ 49,028.57

Alternatives

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

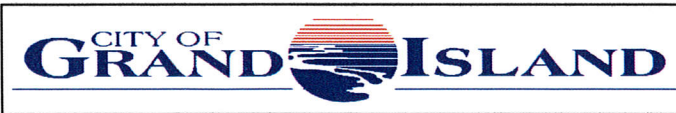
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council approve Change Order No. 1 for Faidley Avenue Paving Improvements; Project No. 2014-P-1 and Faidley Avenue Water Improvements; Project No. 2014-W-14.

Sample Motion

Move to approve the resolution.



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

Project: Faidley Avenue Paving and Water Improvements (No. 2014-P-1 & 2014-W-14)

Contractor:
The Diamond Engineering Co.
PO Box 1327
Grand Island, NE 68802-1327

CHANGE ORDER NO. 1
Date of Issuance: 2/17/2015
Contract Date: 9/23/2014

Item No.	Description	Quantities	Units	Unit Price	Total Cost
CO1-1	MOORES CREEK EXCAVATION	1,801.00	CY	\$12.87	\$ 23,178.87
CO1-2	REMOVE EROSION CONTROL, CLASS 1D	796.00	SY	\$1.32	\$ 1,050.72
CO1-3	EROSION CONTROL, CLASS 1D	4,734.00	SY	\$2.09	\$ 9,894.06
CO1-4	REMOVE & SALVAGE 48" RCP FES	4.00	EA	\$356.95	\$ 1,427.80
CO1-5	REMOVE & SALVAGE 48" RCP	214.00	LF	\$20.08	\$ 4,297.12
CO1-6	6" REINF. CONC. OUTFALL STRUCTURE AT STA. 324+90	1.00	LS	\$3,000.00	\$ 3,000.00
CO1-7	TAP EXISTING MANHOLE	1.00	LS	\$1,325.00	\$ 1,325.00
CO1-8	30" ROUND EQUIVALENT REINFORCED CONCRETE STORM SEWER PIPE, CLASS III	14.00	LF	\$130.00	\$ 1,820.00
CO1-9	BUILD 30" ROUND EQUIVALENT REINFORCED CONCRETE COLLAR	1.00	EA	\$835.00	\$ 835.00
CO1-10	24" M.J. SOLID SLEEVE	1.00	EA	\$2,200.00	\$ 2,200.00

TOTAL - CHANGE ORDER NO. 1 **\$ 49,028.57**

Contractor Price Prior to This Change Order **\$ 925,292.70**
Net Increase/Decrease Resulting from this Change Order **\$ 49,028.57**
Revised Contract Price Including this Change Order **\$ 974,321.27**

1) DESCRIPTION OF CHANGE(S) TO BE MADE

1. Remove erosion control matting, re-grade Moore's Creek ditch from the south inlet of the twin 48" RCP FESs at Faidley Avenue to the existing field drive adjacent to Sandalwood Drive and install new seeding & erosion control; remove the driveway, the existing twin 48" RCPs and FESs at the field driveway and deliver/unload to the land owner; grade Moore's Creek ditch from the existing twin 48" RCP FESs near Old Potash Highway to the removed field drive and install seeding and erosion control.
2. Remove the ends of the existing concrete outfall structure from both sides of the channel (45') at Sta. 324+90 and replace with a Reinforced Concrete Outfall Structure to match the flowline of the improved drainageway.
3. Direct tap existing manhole at Sta. 102+26 with storm sewer run #11. Construct Pipe Run #20 with 30" equivalent pipe and construct concrete collar connection to existing elliptical at approx. Sta. 102+65.
4. Install a 24" Solid Sleeve to complete the connection for the lowering of the existing 24" water main at Sta. 251+50.

2) REASONS FOR ORDERING CHANGE

1. The original construction plans provided positive drainage from the field drive to the north end of the project. It was determined in the field by the City that the ditch did not provide positive drainage from Old Potash Hwy to the existing field drive. The revised construction plans will provide positive drainage from Old Potash Hwy to the existing field drive and continue north to Faidley Ave.
2. On 11-13-2014, Hooker Brothers found an existing 6" thick by 8' wide concrete outfall structure draining into Moore's Creek at Sta. 324+90. The concrete outfall structure was buried under sediment and was not identified with the initial topographic survey. The proposed Moore's Creek flowline elevation at Sta. 324+90 is approximately 1 foot lower than the existing concrete outfall structure. Grading to achieve the design elevations for the drainageway required that the outfall structure be removed and replaced at an elevation to accommodate the drainageway improvements.
3. On 1-23-2015, Diamond Engineering determined existing conditions in the field would allow a direct tap of the existing manhole with the proposed 30" storm sewer at Sta. 102+26 in lieu of remove and replace. It was also determined that the existing pipe for connection of pipe run #20 at approx. sta. 102+65 was arch and not round as previously believed during design. New items have been added to address these changes.
4. A solid sleeve connection was determined to be necessary in the field to complete the water main lowering due to an elliptical shape of the existing 24" water main.

Approval Recommended:

By _____

John Collins, Public Works Director

Date _____

The Above Change Order Accepted:

THE DIAMOND ENGINEERING CO.

Contractor

By *James H. Hadden*

Date *2-17-15*

Approved for the City of Grand Island:

By _____

Jeremy L. Jensen, Mayor

Attest _____

RaNae Edwards, City Clerk

Date _____

RESOLUTION 2015-54

WHEREAS, on September 23, 2014, by Resolution 2014-297, the City of Grand Island awarded The Diamond Engineering Co. of Grand Island, Nebraska the bid in the amount of \$925,292.70 for Faidley Avenue Paving Improvements; Project No. 2014-P-1 and Faidley Avenue Water Improvements; Project No. 2014-W-14; and

WHEREAS, it has been determined that modifications to the work to be performed by The Diamond Engineering Co. are necessary; and

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

WHEREAS, the result of such modifications will increase the contract amount by \$49,028.57 for a revised contract price of \$974,321.27.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor be, and hereby is, authorized and directed to execute Change Order No. 1 between the City of Grand Island and The Diamond Engineering Co. of Grand Island, Nebraska to provide the modifications.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 24, 2015.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
February 20, 2015	☐ City Attorney



City of Grand Island

Tuesday, February 24, 2015

Council Session

Item G-16

**#2015-55 - Approving Demo and Installation of New Bathroom
Fixtures at Island Oasis Water Park**

Staff Contact: Todd McCoy

Council Agenda Memo

From: Todd McCoy, Parks and Recreation Director

Meeting: February 24, 2015

Subject: Demo and Installation of Bathroom Fixtures at Island Oasis Water Park

Item #'s: G-16

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

Background

On February 11, 2015 the Parks and Recreation Department advertised to receive bids for the Demo and Installation of Bathroom Fixtures at Island Oasis Water Park. The project includes replacing the existing outdated fixtures with modern equipment. The existing fixtures are original from the 1993 construction.

Discussion

Dollars were budgeted in the 2014-2015 capital improvement fund for this project. One bid was received from Sewer Rooter & Plumbing Co., Inc. of Grand Island. Staff recommends accepting the bid from Sewer Rooter in the amount of \$45,540.90. The project will be funded by Capital Account 40044450-90032.

Alternatives

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

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

Recommendation

City Administration recommends that the City Council accept the bid from Sewer Rooter & Plumbing Co., Inc. of Grand Island for the Demo and Installation of Bathroom Fixtures at Island Oasis Water Park.

Sample Motion

Move to approve the bid from Sewer Rooter & Plumbing Co., Inc. for the Demo and Installation of Bathroom Fixtures at Island Oasis Water Park in the amount of \$45,540.90.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: February 18, 2015 at 2:00 p.m.

FOR: Demo & Installation of Bathroom Fixtures at Island Oasis Water Park

DEPARTMENT: Parks & Recreation

ESTIMATE: \$46,000.00

FUND/ACCOUNT: 40044450-90032

PUBLICATION DATE: February 11, 2015

NO. POTENTIAL BIDDERS: 3

SUMMARY

Bidder: Sewer Rooter & Plumbing Co., Inc.
Grand Island, NE

Exceptions: None

Bid Price: \$45,701.02

cc: Todd McCoy, Parks & Rec. Director
Marlan Ferguson, City Administrator
Stacy Nonhof, Purchasing Agent

Patti Buettner, Parks & Rec. Admin. Assist.
William Clingman, Interim Finance Director

P1798

RESOLUTION 2015-55

WHEREAS, the City of Grand Island invited sealed bids for Demo and Installation of Bathroom Fixtures at Island Oasis Water Park, according to plans and specifications on file with the Parks and Recreation Department; and

WHEREAS, on February 18, 2015, one (1) bid was received, opened and reviewed; and

WHEREAS, Sewer Rooter & Plumbing Co., Inc. from Grand Island, Nebraska submitted a bid in accordance with the terms of the advertisement of bids, plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$45,540.90.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Sewer Rooter & Plumbing Co., Inc. from Grand Island, Nebraska, in the amount of \$45,540.90 for Demo and Installation of Bathroom Fixtures at Island Oasis Water Park is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 24, 2015.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
February 20, 2015	☐ City Attorney



City of Grand Island

Tuesday, February 24, 2015

Council Session

Item H-1

Consideration of Approving the Request from Midland Ag Services, Inc. on behalf of Verizon Wireless for a Conditional Use Permit for a 133' Monopole for Wireless Telecom located at 1203 South Stuhr Road

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

Staff Contact: Craig Lewis



City of Grand Island

Tuesday, February 24, 2015

Council Session

Item H-2

Consideration of Approving the Request from The Diamond Engineering Company on behalf of Verizon Wireless for a Conditional Use Permit for Construction of an 88' Wireless Telecom Monopole and Radio Shelter located at 3000 Garland Street

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

Staff Contact: Craig Lewis



City of Grand Island

Tuesday, February 24, 2015

Council Session

Item I-1

#2015-56 - Consideration of Approving the Grant Application to Civic and Community Center Financing Fund regarding Island Oasis Expansion

Staff Contact: Todd McCoy, Parks & Recreation Director

Council Agenda Memo

From: Todd McCoy, Parks and Recreation Director
Charley Falmlen, Community Development Specialist

Meeting: February 24, 2015

Subject: Civic and Community Center Financing Fund Grant Application

Item #'s: I-1

Presenter(s): Charley Falmlen, Community Development Specialist
Todd McCoy, Parks and Recreation Director

Background

The City of Grand Island's Community Development Division is proposing to submit a grant pre-application to the Nebraska Department of Economic Development's Civic and Community Center Financing Fund (CCCFF) within the submission period of April 15, 2015 and May, 1, 2015. The pre-application will be requesting \$800,000 from the CCCFF to assist in funding the proposed \$1.6 million Children's Wet Playground at Island Oasis Waterpark.

Upon receiving the City of Grand Island's pre-application, and those of various other communities, the Nebraska Department of Economic Development (NEDED) will determine which projects they believe are most qualified by using pre-determined scoring criteria. The pre-application process is competitive and the projects that score the highest are invited to submit a full application. Those communities which are invited to submit a full application must do so by June 15, 2015.

The City of Grand Island was unsuccessful last year with a pre-application to the CCCFF for the same project; however, City staff feels the Wet Playground project will have a stronger chance this year with recent Island Oasis updates.

Funding from the Civic and Community Center Financing Fund requires a 1:1 match, 50% of the match can be in-kind and at least 50% must be a cash match. Matching dollars will be defined for consideration in the 2015-2016 City of Grand Island budget.

Discussion

In June, 2004, City Council authorized City staff to enter into agreement with The C.T. Brannon Corporation to prepare a study of aquatic facilities in Grand Island with respect to their condition, their best utilization, eventual disposition and adequacy to meet current and future needs in the city. In an effort to engage new visitors, the study recommended that a Children's Wet Playground be added to Island Oasis. This Wet Playground would be specifically designed for younger children. In 2007 the City hired Water Technology and Olsson and Associates to design the Children's Wet Playground area.

The City of Grand Island Parks and Recreation Department and the Community Development Division firmly believe that this new playground would expand the quality recreational options available to our city's residents, entice new visitors to the area, and increase overall attendance – making both the State's and the City's support of the project a worthwhile investment.



Alternatives

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

1. Approve the application for the Civic and Community Center Financing Fund Grant.

2. Take no action on the issue.

Recommendation

City Administration recommends that Council approves the application for the Civic and Community Center Financing Fund Grant and authorize the Mayor to sign all related documents.

Sample Motion

Move to approve the pre-application and subsequent full application for the Civic and Community Center Financing Fund Grant and authorize the Mayor to sign all related documents.

CIVIC AND COMMUNITY CENTER FINANCING FUND

2015 Application Guidelines & Pre-Application

The State of Nebraska, Department of Economic Development, will be accepting applications from Nebraska municipalities for grants to support the development of civic centers and community centers under the Civic and Community Center Financing Fund program. A municipality seeking a grant should complete the enclosed brief preliminary application form and return it to the Department no earlier than April 15 but no later than May 1, 2015. Completion of the pre-application is the first step in a two-part grant application process. After May 1, the Department will seek more detailed information on eligible grant requests and the final application is due June 15.

Background: In 2013, the State Legislature amended the Civic and Community Center Financing Fund Act. **The Act's purpose is to support the development of civic, community, and recreation centers throughout Nebraska and to support projects that foster maintenance or growth of communities. In effort to support this purpose, grants of assistance to municipalities from the Civic and Community Center Financing Fund (CCCFF) administered by the Department of Economic Development**

Eligible projects: The fund may be used for the construction of new civic and recreation centers or the renovation or expansion of existing civic, community, and recreation centers, which may include the conversion, rehabilitation, or reuse of historic buildings. The fund may also be used for preliminary planning related to the development or rehabilitation of eligible projects. The definitions of eligible projects are:

- **Civic Center**—a facility that is primarily used to host conventions, meetings, and cultural events and/or a library. A civic center therefore includes space for conventions, meetings, and cultural events and/or a library.
- **Community Center**—the traditional center of a community, typically comprised of a cohesive core of residential, civic, religious, and commercial buildings, arranged around a main street and intersecting streets. A community center is therefore an area of multiple buildings with both internal and external elements. A civic center may or may not be in a community center.
- **Recreation Center** – a facility used for athletics, fitness, sport activities, or recreation that is owned by a municipality and is available for use by the general public with or without charge. A recreation center does not include any facility that requires a person to purchase a membership to utilize such facility.
- **Planning** – engineering and technical studies directly related to eligible projects

Eligible applicants: Most Nebraska municipalities are eligible and may apply for a grant in competition with other municipalities. Not eligible is the City of Omaha and the City of Lincoln, The City of Ralston, or other municipality that has received funding under the Sports Arena Facility Financial Assistance Act is ineligible to receive funds under both the Sports Arena Facility Financial Assistance Act and the CCCFF. A municipality will own and operate the center, directly or under contract, for which a grant is sought.

Grant amounts: Assistance from the fund shall not amount to more than fifty percent of the cost of construction, renovation, or expansion. The minimum amount for a non-planning grant request is \$10,000. The maximum amount is determined by the total revenues in the Fund and the population size of a municipality applying for a grant, as follows:

*Until the balance of the Fund reaches \$2,500,000
(Grant Maximum Schedule A)*

Population of Municipality	Maximum Grant Amount
100,000 to 299,999 persons	\$1,500,000
40,000 to 99,999	\$750,000
20,000 to 39,999	\$500,000
10,000 to 19,999	\$400,000
less than 10,000	\$250,000

After the balance of the Fund reaches \$2,500,000 and until it falls below \$1,000,000 (Grant Maximum Schedule B)

Population of Municipality	Maximum Grant Amount
100,000 to 299,999 persons	\$2,500,000
40,000 to 99,999	\$1,125,000
20,000 to 39,999	\$750,000
10,000 to 19,999	\$600,000
less than 10,000	\$375,000

The maximum amount of a planning grant is \$10,000. The Department will allocate no more than 10% of annual grant funds awarded for planning projects.

Application Timing and Process: A municipality seeking funding will complete and return a Preliminary Application Form by **May 1, 2015**. Projects deemed eligible and competitive for funding will be sent an invitation to submit a Full Application no later than **May 15, 2015**. Full Application Forms are to be completed, returned to the Department no later than **June 15, 2015**. Only projects that have been invited to complete Full Applications will be accepted. The Department will evaluate final application forms soon after they are received. Announcement of grants awarded will occur no later than **June 30, 2015**.

All applications and supporting materials must be received in the Department by 5:00pm on the respective due date. Please submit both single hard copy original and electronic copy (PDF email attachments are acceptable).

The Department reserves the right to hold a second application cycle beginning in **September 2015**. The announcement of this cycle will be made no later than **August 15, 2015**.

Review Criteria: Pre-application narratives should be developed using the same criteria as full applications as outlined below. Maps, images, and photographs should be included where appropriate. Upon invitation by DED, full applications will be reviewed and scored by a committee consisting of Department staff as well as invited members of other vested State agencies. The review committee will make a recommendation reflecting top scoring applications to the Director of the Department of Economic Development, or their designee, for final approval.

Eligible project applications will be reviewed based upon review criteria established in statute (Nebraska Revised Statute 13-2707), and any other relevant parts of the Civic and Community Center Financing Act. Up to ten (10) points will be available for each of the following review criteria (60 points maximum). Top scoring applications will be recommended to the Director for approval. The Department reserves the right to establish the maximum amount of funds to be awarded in any given year. The review criterion includes:

- **Project location. (yes/no)**
A project shall be located in the municipality that applies for the grant. Please include a map of the project area in relation to the community, identifying any relevant sites or related projects. The map is intended to provide context to the proposed project. Photographs may also be included.
- **Project ownership. (yes/no)**
A project shall be owned by the municipality that applies for the grant.
- **Project operation. (yes/no)**
A project shall be operated by the municipality that applies for the grant, directly or under contract.
- **Retention Impact. (1-10 points)**
Funding decisions by the Department shall be based on the likelihood of the project retaining existing residents in the community where the project is located, developing, sustaining, and fostering community connections, and enhancing the potential for economic growth in a manner that will sustain the quality of life and promote long-term economic development;
 - *Tips for completing the project application narrative: describe a how the proposed project fulfills a known local need, based on a formal or informal assessment of current conditions.*
- **New Resident Impact. (1-10 points)**
Funding decisions by the Department shall be based on the likelihood of the project attracting new residents to the community where the project is located.

Revised January 12, 2015

- *Tips: describe the unique and/or specific services or function to be provided as a result of project completion otherwise not available, specifically related to attracting new residents, include what services or functions would become available should the project be completed.*
- **Visitor Impact. (1-10 points)**
Funding decisions by the Department shall be based on the likelihood of the project enhancing or creating an attraction that would increase the potential of visitors to the community where the project is located from inside and outside the state.
 - *Tips: describe the unique and/or specific services or function to be provided as a result of project completion otherwise not available, specifically related to attracting visitors and/or tourists into the area.*
- **Financial support. (1-10 points)**
Assistance from the fund must include a 100% match (i.e. matched at least equally from local sources). At least fifty percent of the local match must be in cash. Preference shall be given to those projects with a higher level of local matching funds compared to those with a lower level of matching funds. Neither the local match nor the items listed for grant assistance should include amounts already expended prior to the date of application for grant assistance.
 - *Tips: describe project viability, leverages, and financial resources, as well as efforts to secure non-CCCCF monies from other state, federal, foundation, business, or individual sources.*
- **Readiness and local public support. (1-10 points)**
The applicant's fiscal, economic, and operational capacity to finance and manage the project and ability of the applicant to proceed and implement its plan and operate the civic or community center.
 - *Tips: identify who will handle the day-to-day operation and management of the project, project roles, and established or potential partnerships, as well as any volunteer efforts. Include a summary and description of past and future projects and activities carried out at the local level, and identify partnerships and volunteer efforts. Provide a summary or other evidence of public support in the form of public meetings, design charrettes, fundraising campaigns, etc.*
- **Project Planning. (1-10 points)**
Projects with completed technical assistance and feasibility studies shall be preferred to those with no prior planning.
 - *Tips: describe the level of design or conceptualization of the project, who was involved, historical preservation consideration (where appropriate), etc. Including a planning process timetable that would further illustrate the planning process, as well as a timeline for project implementation, including securing matching funds.*
 - *Note: when applying for **planning grants**, please provide any information about initial planning, stakeholder and/or public meetings, as well as a summary of comprehensive planning that may have been conducted at the project area or community level. When a comprehensive plan has recommended the proposed project, please provide a hyperlink or electronic copy of the entire comprehensive plan and indicate the specific location(s) of those recommendations.*

**CIVIC AND COMMUNITY CENTER FINANCING FUND
GRANT ASSISTANCE - 2015**

DED USE ONLY: _____

PRELIMINARY APPLICATION FORM

A	Name of Municipality:	
B	Type of grant requested (check one)	<input type="checkbox"/> planning <input type="checkbox"/> capital construction
C	Grant amount requested*:	
D	Facility is located within Municipality listed in Line A	<input type="checkbox"/> yes
E	Municipality listed in Line A will own facility	<input type="checkbox"/> yes
F	Municipality listed in Line A will operate the facility	<input type="checkbox"/> yes, skip to Line H <input type="checkbox"/> no, include an explanatory statement
G	Entity under contract that will operate the facility:	
H	Existing or preliminary name of facility:	
I	Type of facility (check one): <input type="checkbox"/> civic center <input type="checkbox"/> community center <input type="checkbox"/> historic building <input type="checkbox"/> recreation center	
J	Proposed project has completed technical assistance and/or feasibility studies:	<input type="checkbox"/> yes <input type="checkbox"/> no
K	Web address (if available):	

*Must correspond to the appropriate amount based on population size as listed in the table on page 1 of the 2015 Application Guidelines.

☐ **ATTACHMENTS ENCLOSED: BRIEF DESCRIPTION OF THE CENTER AND A MAP IDENTIFYING THE LOCATION OF THE FACILITY** (The summary should be at least one paragraph, but no more than one page. Please review final application scoring criteria and be clear and concise with your project summary. Supplemental maps, images, or photographs may be included, but limited to one additional page. The pre-application with attachments shall be no more than four pages.)

PERSON PREPARING PRELIMINARY APPLICATION:

NAME: _____

ADDRESS: _____

PHONE: _____ E-MAIL: _____

CHIEF ELECTED OFFICER OF MUNICIPALITY APPLYING FOR GRANT:

NAME: _____ TITLE: _____

- ☐ The Facility in question is, or will be, owned and operated by the municipality.
☐ The applicant has not received funding assistance from the Sports Arena Facility Financing Assistance Act.
☐ The applicant has not been awarded a CCCFF grant within the last 5 grant years.

SIGNATURE: _____ DATE: _____

RETURN COMPLETED PRELIMINARY APPLICATION FORM AND BRIEF DESCRIPTION OF CENTER TO:

Jenny B. Mason, CCCFF Coordinator
Nebraska Department of Economic Development
P.O. 94666
Lincoln, NE 68509-4666
t: (402) 471-6280 | e: jenny.mason@nebraska.gov

Revised January 12, 2015

RESOLUTION 2015-56

WHEREAS, the City of Grand Island, Nebraska, will seek the opportunity to apply for a \$800,000 grant request from the Civic and Community Center Financing Fund from the State of Nebraska's Department of Economic Development Department; and

WHEREAS the City will submit an application for the Island Oasis Water Park Children's Wet Playground; and

WHEREAS, the City of Grand Island will submit an application as a result of project readiness, signified by the financial understanding of City Council.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island, Nebraska is hereby authorized to apply for a \$800,000 grant request from the Civic and Community Center Financing Fund from the State of Nebraska's Department of Economic Development Department ; and

The Mayor is hereby authorized and directed to execute documentation on behalf of the City of Grand Island for such process.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 24, 2015.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	▣ _____
February 20, 2015	▣ City Attorney



City of Grand Island

Tuesday, February 24, 2015

Council Session

Item I-2

#2015-57 - Consideration of Approving the Amendment to the Redevelopment Plan, a Portion of CRA Area 1, for Downtown Upper Story Residential Life Safety Grant

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

Staff Contact: Chad Nabity

RESOLUTION 2015-57

WHEREAS, the City of Grand Island, Nebraska, a municipal corporation and city of the first class, has determined it be desirable to undertake and carry out urban redevelopment projects in areas of the City which are determined to be substandard and blighted and in need of redevelopment; and

WHEREAS, the Nebraska Community Development Law, Chapter 18, Article 21, Nebraska Reissue Revised Statutes of 2007, as amended (the "Act"), prescribes the requirements and procedures for the planning and implementation of redevelopment projects; and

WHEREAS, the City has previously declared Redevelopment Area No. 1 of the City to be substandard and blighted and in need of redevelopment pursuant to the Act; and

WHEREAS, the Community Redevelopment Authority of the City of Grand Island, Nebraska (the "Authority"), has prepared a Redevelopment Plan pursuant to Section 18-2111 of the Act, and recommended the Redevelopment Plan to the Planning Commission of the City; and

WHEREAS, the Planning Commission of the City reviewed the Redevelopment Plan pursuant to the Act and submitted its recommendations, to the City, pursuant to Section 18-2114 of the Act; and

WHEREAS, following consideration of the recommendations of the Authority to the Planning Commission, the recommendations of the Planning Commission to the City, and following the public hearing with respect to the Redevelopment Plan, the City approved the Plan; and

WHEREAS, there has been presented to the City by the Authority for approval a Redevelopment Plan amendment that would authorize the CRA to make grants available to developers interested in increasing the number of upper story residential units available within Downtown Grand Island as identified within the plan . All redevelopment activities will occur in Grand Island, Hall County, Nebraska; and

WHEREAS, the City published notices of a public hearing and mailed notices as required pursuant to Section 18-2115 of the Act and has, on the date of the Resolution held a public hearing on the proposal to amend the Redevelopment Plan to include the Redevelopment Project described above.

NOW, THEREFORE, be it resolved by the City Council of the City of Grand Island, Nebraska:

Approved as to Form	□
February 20, 2015	□ City Attorney

1. The Redevelopment Plan of the City approved for Redevelopment Area No. 1 in the city of Grand Island, Hall County, Nebraska, including authority to issue grants as describe above and in the Redevelopment Plan Amendment is hereby determined to be feasible and in conformity with the general plan for the development of the City of Grand Island as a whole and the Redevelopment Plan,
2. Approval of the Redevelopment Plan is hereby ratified and reaffirmed, as amended by this Resolution, and the Authority is hereby directed to implement the Redevelopment Plan in accordance with the Act.
3. The City hereby finds and determines that the proposed land uses and building requirements in the Redevelopment Area are designed with the general purposes of accomplishing, in accordance with the general plan for development of the City, a coordinated, adjusted and harmonious development of the City and its environs which will, in accordance with present and future needs, promote health, safety, morals, order, convenience, prosperity; and the general welfare, as well as efficiency and economy in the process of development; including, among other things, adequate provision for traffic, vehicular parking, the promotion of safety from fire, panic, and other dangers, adequate provision for light and air, the promotion of a healthful and convenient distribution of population, the provision of adequate transportation, water, sewerage, and other public utilities, schools, parks, recreation and community facilities, and other public requirements, the promotion of sound design and arrangement, the wise and efficient expenditure of public funds, and the prevention of the recurrence of unsanitary or unsafe dwelling accommodations, or conditions of blight.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 24, 2015.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

- 2 -

Grand Island Mall – 2228 N Webb Rd



City of Grand Island

Tuesday, February 24, 2015

Council Session

Item I-3

**#2015-58 - Consideration of Approving Resolution Recognizing
IBEW Local #1597 Service/Clerical as Labor Representative for
the Community Service Officers**

Staff Contact: Robert Sivick

Council Agenda Memo

From: Robert J. Sivick, City Attorney

Meeting: February 24, 2015

Subject: Consideration of Approving Resolution Recognizing IBEW Local 1597 (Service/Clerical) as Labor Representative for the Community Service Officers and Amending Relevant Labor Contract

Item #'s: I-3

Presenter(s): Robert J. Sivick, City Attorney

Background

On January 25, 2015 the City of Grand Island (City) through its City Attorney was served notice by the International Brotherhood of Electrical Workers Local 1597 (IBEW), the City's Police Department Community Service Officers (CSOs) were seeking labor representation from the IBEW and inclusion in that organization's Service/Clerical Bargaining Unit presently representing approximately sixty full time City employees.

Discussion

City employees have the right to organize for the purpose of collective bargaining pursuant to Neb. Rev. Stat. §48-837. After receiving notice from the IBEW regarding the CSOs desire to organize, the City may decline to voluntarily recognize the IBEW as the labor representative for those employees. Such action would likely trigger an industrial dispute resulting in the IBEW filing a Petition with the Commission of Industrial Relations invoking that body's authority pursuant to Neb. Rev. Stat. §§48-811(1) and 48-838. In the alternative the City may voluntarily recognize the IBEW as the labor representative for the CSOs pursuant to Neb. Rev. Stat. §48-816(2).

After considering the situation the Legal Department consulted with the Administration and recommended voluntarily recognizing the IBEW as the labor representative for the CSOs. The Administration concurred with that recommendation.

Voluntary recognition will require action by the Grand Island City Council (Council) as the governing body of the City which is the employer of the CSOs. That action would necessitate approval of the Resolution before the Council for consideration this evening.

That Resolution if approved would definitively recognize the IBEW as the labor representative for the CSOs and add that job classification to the list of positions covered under the present contract the IBEW has with the City for the Service/Clerical bargaining unit. All other matters regarding the wages, benefits, and conditions of employment for the CSOs will be the subject of future negotiations and approval by the IBEW and the Council.

Alternatives

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

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

Recommendation

The City Administration recommends approval of Resolution 2015-58.

Sample Motion

Move to approve.



Dan Quick
Pres./ Bus. Mgr.
IBEW Local 1597
P.O. Box 10
Grand Island, NE
68803

January 25, 2015


Bob Sivick
City Attorney
100 East 1st St.
Grand Island, NE 68801

RE: Request for Union Representation

Dear Mr. Sivick,

The Code Enforcement Officers for the City of Grand Island have requested Union Representation from The International Brotherhood of Electrical Workers Local 1597. The language contained in Article I, Section B of the Service Clerical Agreement allows for additional job classifications to be added to the bargaining unit by written mutual agreement. The Union is requesting that these employees be included in the Service Clerical Agreement based on a community of interest with the bargaining unit. A majority of signed authorization cards have been collected therefore the Union is asking the City for voluntarily recognition and allow them to be represented under the Service Clerical Agreement. Upon the addition of the Code Enforcement Officers to the bargaining unit the Union requests to meet with the City to negotiate any changes in wages, benefits and terms and conditions of employment.

Sincerely,

Dan Quick

Pres/Bus Mgr
IBEW Local 1597



and

UNION LOCAL NO. 1597, I.B.E.W., AFL-CIO

SERVICE/CLERICAL

October 1, 2014 through September 30, 2018

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AGREEMENT

THIS AGREEMENT, dated this 9th day of September, 2014, by and between the CITY OF GRAND ISLAND (hereinafter referred to as the "City"), and UNION LOCAL NO. 1597, I.B.E.W., AFL-CIO (hereinafter referred to as the "Union"). The provisions of this agreement shall be effective from October 1, 2014 through and including September 30, 2018.

PURPOSE AND INTENT OF THE PARTIES

The purpose of the City and the Union entering into this labor agreement is to promote harmonious relations between the employer and the union, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay and other conditions of employment.

ARTICLE I - RECOGNITION

A. BARGAINING UNIT

The City hereby recognizes the Union as the sole representative of those full-time, regular status, non-supervisory employees in the following positions employed with the City. Nothing contained in this Article shall prohibit employees of the bargaining unit from seeking an election to revoke the authority of the Union to represent them prior to the expiration of this agreement. The Union further agrees that it will not do anything to discriminate against any employee who attempts the decertification of or resignation from the Union. The City agrees that it will take no overt action to aid any organization or association in an effort to decertify the Union during the term of this Agreement. Employees represented by this bargaining agreement are hereby defined as being those persons who are currently employed under the classifications outlined in Article I, Section B, hereof.

B. EMPLOYEE CLASSIFICATIONS

Administrative Assistant (Fire, Parks, Public Works,
Utilities) Accounting Technician (Streets)
Accounts Payable Clerk
Audio Video Technician
Building Inspector
Public Safety Dispatcher
Community Development Administrator
Community Development Specialist
Community Service Officer
Computer Programmer
Computer Operator
Computer Technician
Crime Analyst
Custodian (Police)
Electrical Inspector *Sgt. 2/19/15*

Emergency Management Coordinator
Engineering Technician (Public Works)
Evidence Technician (Police)
GIS Coordinator
Maintenance Worker I & II (Building, Library, Police)
Plans Examiner
Planning Technician
Plumbing Inspector Backflow
Plumbing Inspector
Police Records Clerk
Secretary (Finance, Building, Planning, Utilities)
Shooting Range Operator
Stormwater Technician (Public Works)

Additional job classifications may be added to the bargaining unit by mutual written agreement of the parties.

ARTICLE II - HOURS OF WORK

A. SCHEDULES OF WORK

The City shall establish the work week, work day, and hours of work. The work week, work day and hours of work may vary according to the special requirements of any division or program. Hours worked shall include actual hours worked and shall not include paid leave, holidays, and vacation when calculating overtime. The City shall strive to make reasonable efforts so that all changes and work schedules, except in cases of emergency, shall be posted for all affected employees to see at least seventy-two (72) hours before the change is effective. Twenty-eight (28) days notice for shift workers will be provided for long term shift reassignments; however, the City retains the right to reassign at any time for extraordinary circumstances or disciplinary reasons.

B. REST PERIODS

Employees may take a 15-minute rest period during the approximate middle of each one-half (1/2) work day; provided, however, that the granting of such rest periods shall be at such times as are the least disruptive of work in progress. If it is not feasible to grant any such rest periods, employees shall not receive additional pay or additional time off in lieu thereof. Non-shift employees shall be allowed at least one-half hour off, without pay, for a meal as close to the middle of the shift as possible. The employer retains the right to respond to emergency situations by not allowing a rest period. Rest periods shall not be cumulative. Unless prior supervisory approval is given, rest periods shall not be taken before one (1) hour after the employee arrives at work, or one (1) hour before the employee leaves work. Rest periods are considered work time. The provisions of this section may not be used for the purpose of regular and routine denial of rest periods.

C. SHIFT DIFFERENTIAL

A shift differential of \$0.15 per hour shall be added to the base hourly wage for persons in the employee classifications listed below who work a **complete** shift that begins between 3:00 p.m. and 11:00 p.m. Employees who work complete 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.

Public Safety Dispatcher

D. OVERTIME AND COMPENSATORY TIME

1. Non-exempt employees who perform work in excess of forty (40) hours in a workweek, shall be compensated at the rate of one and one-half (1½) times their regular rate of pay for the excess hours worked. Compensation shall be in compensatory time or cash payment, at the option of the employee.

2. Overtime and compensatory time for work shall be accrued and compensated for in one-tenth (1/10) hour units.

3. This article shall not be construed as a guarantee of hours of work per day or per week. Overtime shall not be paid more than once for the same hours worked.

4. For purposes of calculating eligibility for overtime, "hours worked" shall include actual hours worked. Any payment for time not actually worked (leave time) shall not count towards the calculation of overtime.

5. In lieu of payment for overtime hours worked, the City may grant compensatory time off. One and one-half (1½) hours of compensatory time shall be credited for each overtime hour worked. Compensatory time may not be used on a holiday. Compensatory time may be accumulated up to sixty (60) hours annually but an employee may only have up to sixteen (16) hours in their bank at any one time with the year commencing October 1st. All compensatory time that is not used prior to the last pay period before September 15th of each year shall be paid out in cash to the employee at the regular hourly rate for the hours left in the compensatory time bank. The payout for the unused compensatory time shall occur in the last full pay period prior to or on September 15th, if September 15th is the last pay period of said year. It shall be permissible to use less than eight (8) hours at a time. The compensatory time off shall be taken at a time mutually agreed upon by the employee and his/her supervisor. It is understood that the usage of compensatory time is to be requested prior to being taken and the request may be denied as may any other leave request. Requests for the use of accrued compensatory time shall not be unreasonably denied.

6. All compensatory time must be recorded through the City's payroll system. Compensatory time kept by individual employees or their supervisors will not be recognized and is prohibited.

E. CALL-BACK PAY

In the event an employee is called to duty during his or her off-duty time, and such time does not otherwise merge with his or her regularly-scheduled work schedule, such employee shall be paid at the rate of one and one-half (1 1/2) times their regular rate of pay for the actual number of hours worked, although the employee shall be compensated for no less than two (2) hours at the enhanced rate. Provided, however, that if the employee called back responds and performs the work from a remote location without reporting to the work site, he or she shall be compensated as set forth above, but the minimum compensation will be one (1) hour instead of two (2).

F. WORKING OUT OF CLASS

The department director or his or her designee may temporarily assign an employee to perform the duties and responsibilities of a different position. If the temporary assignment is for a position with a higher pay scale and the employee is assigned to work out of class for more than five (5) consecutive work days, the employee is entitled to compensation, commencing on the sixth (6) day and thereafter, according to the higher pay scale at the level which will entitle the employee to a pay raise of at least 3%. At the end of the assignment, the employee will return to the rate of pay to which he or she would have been entitled to if no out of class assignment had been made.

ARTICLE III - HOLIDAYS AND HOLIDAY PAY

A. HOLIDAYS

The following holidays are observed:

New Year's Day	Martin Luther King, Jr. Day
Memorial Day	Independence Day
Labor Day	Veterans' Day
Thanksgiving Day	Friday following Thanksgiving
Christmas Day	

B. HOLIDAY PAY AND HOLIDAY ON PAY

Holiday pay shall consist of straight pay up to eight (8) hours plus additional compensation at the rate of 1.5 times the regular rate of compensation for those who are regularly scheduled to work. For those who are called into work on the holiday, they shall receive as compensation straight pay up to eight (8) hours for the holiday, plus additional compensation at the rate of 1.5 times the regular rate of pay for the actual hours worked as holiday on pay. No compensatory time may be accrued in lieu of being paid Holiday on Pay or Holiday Pay.

C. WEEKEND HOLIDAYS

When a holiday falls on Sunday, the following Monday shall be observed as a holiday; when a holiday falls on Saturday, the preceding Friday shall be observed as the holiday; except,

if you work in a shift position or any department that is open and operating twenty-four (24) hours a day seven (7) days a week, then the holiday shall be recognized on its actual day.

D. ELIGIBILITY FOR HOLIDAY PAY

No employee shall be eligible for holiday pay unless he or she is in an active pay status the last regularly scheduled day before the holiday or the first regularly scheduled day after the holiday. Active pay status shall mean any pay status other than leave without pay or suspension without pay.

E. PERSONAL DAY

Two (2) personal leave days will be given to employees each contract year. Two personal leave days will be given in October and must be taken by September 15th. Personal leave days may be taken at any time and may be taken in one (1) hour increments; provided, the time selected by the employee must have the prior approval of the employee's supervisor. The Director or his or her designees will make every effort to grant requested personal leave time; however, it must be approved in advance and will be granted on the basis of work requirements of the department. Use of personal leave will not be unreasonably denied. New employees who begin work on or after April 1 will not be eligible for personal days until the following October 1. Personal leave not taken by the dates set forth above expires and does not carry over. Employees will not be compensated for unused or expired personal leave days.

ARTICLE IV – VACATIONS

A. ELIGIBILITY

All full-time regular status employees are eligible to take vacation leave as it is earned and shall accrue vacation leave in bi-weekly increments as described below. Employees shall not earn or accrue any vacation time during their introductory period. Vacation may be taken at any time and may be taken in one half (1/2) hour increments; provided, the time selected by the employee must have the prior approval of the employee's supervisor. Requests for vacation time will not be unreasonably denied.

B. AMOUNT AUTHORIZED

Authorized vacation leave shall be computed on the following basis:

1. Upon successfully completing the six (6) month introductory period, an employee will have available forty (40) hours of vacation time. The employee will accrue an additional forty (40) hours in the first six (6) months of continuous service following the introductory period.

- | | | |
|----|---------------------|------------------------------------|
| 1. | Years 2 through 4 | Eighty (80) Hours |
| 2. | Years 5 through 9 | One Hundred Fifteen (115) Hours |
| 3. | Years 10 through 14 | One Hundred Thirty-Six (136) Hours |

- | | | |
|----|---------------------|---------------------------------------|
| 4. | Years 15 through 19 | One Hundred Sixty (160) Hours |
| 5. | Years 20 through 24 | One Hundred Seventy-Eight (178) Hours |
| 6. | Years 25 + | Two Hundred (200) Hours |

All vacation will accrue on a prorated basis using a twenty-six pay period year. Authorized vacation leave for regular employees working fewer than forty (40) hours per week shall be prorated based upon the normally scheduled hours worked. Credit toward vacation leave shall not be earned while an employee is on a leave of absence without pay.

C. VACATION SCHEDULE

1. Vacation leave shall be taken at a time convenient to and approved by the Department Director or supervisor.

2. The Director or his or her designees will make every effort to grant requested vacation time; however, it must be approved in advance and will be granted on the basis of work requirements of the department. Each employee shall take a minimum vacation of five (5) consecutive days. In the event a holiday falls within the mandatory five-day term, such holiday use will satisfy the mandatory term requirements.

D. SENIORITY FOR VACATION AND PERSONAL HOLIDAY PLANNING

The Department Director and/or supervisor shall grant leave on the basis of the work requirements of the City after conferring with employees and recognizing their wishes where possible. Preference in the scheduling of vacation and personal holiday time shall be given to employees within their job classification in order of their total length of employment with the City.

Job classifications with two or more employees will have two (2) vacation schedules that will run consecutively.

1. Prime Vacation Schedule: An employee may make one choice with a minimum of five (5) work days and a maximum of as many consecutive days as said employees has accrued vacation time. Vacation of greater than five (5) work days shall be consecutive work days so that only one block of vacation time is scheduled on the prime vacation schedule. The prime vacation schedule shall be completed by all employees in the effective job classification before the secondary vacation schedule is initiated for that classification.

2. Secondary Vacation Schedule: An employee may make as many selections as said employee has accrued vacation time.

E. VACATION TIME CARRY-OVER

1. An employee will be allowed to carry no more than the maximum amount of vacation that he or she can earn in one year, plus forty (40) hours.

2. An employee who fails to use his or her vacation time through the employee's own decision will not accrue additional vacation after reaching an amount equal to the maximum amount of vacation that he or she can earn in one year plus forty (40) hours.

Employees who have more than the limit allowed at the commencement of the contract will have until January 31, 2015 to come into compliance with the limits. After January 31, 2015 any amount above the limits will be forfeited.

F. VACATION CREDIT ON TERMINATION AND RETIREMENT

Upon separation, a regular status employee shall be paid for the unused portion of his or her accumulated vacation leave. Employees will not be allowed to schedule vacation at the end of their employment and will not accrue vacation leave or other benefits after their last day physically on the job.

ARTICLE V MEDICAL LEAVE, BEREAVEMENT LEAVE, AND FMLA LEAVE

A. AMOUNT AUTHORIZED

Medical Leave. Medical leave shall be credited to all full-time employees as follows:

1. Eight (8) hours for each full calendar month of service.
2. For a calendar month in which an employee is paid for less than the full standard hours including paid leave, medical leave shall be awarded on a pro-rata basis.

B. USE OF MEDICAL LEAVE

Medical leave may be used under the following circumstances:

1. When an employee is incapacitated by sickness or injury.
2. For medical, dental, or optical examination or treatment.
3. When an employee is exposed to a contagious disease and attendance at duty may jeopardize the health of others.
4. For necessary care and attendance during sickness of a member of the employee's immediate family.

For purposes of medical leave, an immediate family member shall mean a child, spouse, parent, in-laws of the same relation, and other dependents for whom the employee is legally responsible. An employee may use up to eighty (80) hours of medical leave per year to care for immediate family members.

5. When absence is due to alcoholism or drugs, if medically diagnosed by a licensed physician and the employee is receiving assistance and has agreed to an approved course of treatment.
6. Medical leave shall not be granted in advance of accrual.
7. Leave without pay may be granted for sickness extending beyond the earned credits.
8. After six (6) continuous months of service, accrued vacation leave credits may be used for medical leave when medical leave credits have been exhausted.
9. Medical leave shall not continue to accrue while an employee is on unpaid leave.
10. The amount of medical leave charged against an employee's accumulated total shall be computed on the basis of the exact number of hours an employee is scheduled to work when medical leave is utilized; provided, that medical leave shall be debited in no less than one-half (½) hour units.

C. PROOF OF ILLNESS

An employee who is absent for more than three (3) consecutive days because of personal illness or that of a member of his or her immediate family or household shall be required to furnish a statement signed by the attending physician. The Department Director may require this statement or other proof for an absence chargeable to medical leave of any duration.

D. FRAUDULENT USE OF MEDICAL LEAVE

The Department Director or his or her authorized representative may investigate any medical leave taken by any employee. False or fraudulent use of medical leave shall be cause for disciplinary action and may result in dismissal.

E. COMPENSATION FOR UNUSED MEDICAL LEAVE

1. An employee may accumulate medical leave to a maximum of one thousand three hundred thirty-nine (1,339) hours.
2. All employees shall be paid twenty-five percent (25%) for their accumulated medical leave at the time of retirement or death, the rate of compensation to be based on the employee's salary at the time of retirement or death.
3. All employees shall be paid twenty-five percent (25%) for their accumulated medical leave at the time of early retirement, which shall be defined as being at least fifty-five (55) years of age with ten (10) years of service, the rate of compensation to be based on the employee's salary at the time of early retirement; or an employee who has completed twenty-five (25) years of service. The payout for this medical leave shall go to the employee's VEBA account.

F. NOTIFICATION OF ILLNESS

If an employee is absent for reasons that entitle him or her to medical leave, the employee or a member of employee's household shall notify the employee's supervisor at least thirty (30) minutes prior to scheduled reporting time. If an employee fails to notify such supervisor, when it was reasonably possible to do so, no medical leave shall be approved. Upon return to work, the employee shall submit a leave form to his or her supervisor.

G. FAMILY AND MEDICAL LEAVE ACT POLICY

Employees shall be covered by the City's Family and Medical Leave Act Policy as set forth in the Employee Personnel Rules and Regulations and amendments thereto.

H. USE OF BEREAVEMENT LEAVE

Bereavement leave shall be granted to eligible employees for up to two (2) days per calendar year for non-immediate family members. Non-immediate family member shall mean aunts, uncles, nieces and nephews. Any portion of a work day used for bereavement leave shall be considered a full day of bereavement leave. An employee shall be eligible to use up to three (3) days of paid bereavement leave for the death of an immediate family member which includes parents, spouses, children, siblings, grandparents, grandchildren, and in-laws of the same relation, regardless of when it occurs. In addition to the use of bereavement leave as set forth hereafter, medical leave may be granted at the discretion of the Department Director and City Administrator for the death of a member of an employee's immediate family because of unusual circumstances. To attend the funeral of someone other than immediate and non-immediate family, an employee shall take vacation leave.

ARTICLE VI - MILITARY LEAVE

A. MILITARY LEAVE

The provisions relating to military leave shall be as provided by Nebraska Statutes.

ARTICLE VII - COURT LEAVE

A. WHEN AUTHORIZED

An employee who is required to serve as a juror in a federal, state, county, or municipal court, or as a litigant or witness in a case resulting directly from the discharge of his or her duties as an employee, shall be granted court leave with full pay to serve in that capacity; provided, however, that when the employee is a litigant or witness in non-employment related litigation, such employee shall not be granted court leave but may use vacation leave or compensatory time for the length of such litigation.

B. PROCEDURE

An employee who is called for compensable litigation, witness or jury duty shall present to his or her supervisor the original summons or subpoena from the court, and at the conclusion of such duty.

C. FEES

Fees received for compensable witness and jury service in a federal, state, county or municipal court shall be deposited with the City Finance Director upon the employee's receipt thereof.

ARTICLE VIII - LEAVE WITHOUT PAY

A. PROCEDURE

The provisions relative to leave without pay shall be as follows:

1. Leave without pay may be granted to an employee upon approval of the City when it is in the best interest of the City for any good cause. A Department Director may grant an employee leave without pay for up to thirty (30) days time. Any appointment made to a position vacated by an employee on leave without pay shall be conditional upon the return of the employee on leave.

2. Before an employee may request unpaid leave, he or she must first use all eligible leave balances.

3. When leave without pay is requested pursuant to the Family and Medical Leave Act (FMLA) policy, Articles of this contract shall govern to the extent they are not inconsistent with Federal law.

B. LIMITATIONS

Leave without pay shall be subject to the following provisions:

1. At the expiration of leave without pay, the employee shall return to the position held prior to such leave.

2. Vacation and medical leave credits shall not be earned during leave without pay.

3. Leave without pay shall not constitute a break in service, but time off will not be credited towards retirement.

4. Leave without pay for more than fifteen (15) days during the introductory period shall not be counted as part of that period, but the employee to whom such leave has been granted shall be allowed to complete his or her introductory period on return from leave.

5. Failure to report at the beginning of the next scheduled workday following the expiration of a leave of absence shall be considered resignation unless excused by the City after reasonable notice.

6. An employee on leave without pay shall be permitted to maintain health insurance coverage under the group policy at his or her own expense during such permitted leave without pay.

ARTICLE IX – LEAVE TO SUPPLEMENT WORKERS COMPENSATION BENEFITS

A. POLICY

Any employee covered by this contract who sustains an on-the-job injury compensable under the Nebraska Workers Compensation Act may be granted injury leave to allow the employee to receive the equivalent of the employee's net pay at the time of the injury. This period shall be up to one hundred fifty (150) consecutive calendar days following the original date of disability which shall mean that the employee is unable to perform the job duties as defined by the employee's job description. Any reoccurrence or exacerbation of an injury shall relate back to the original injury for purposes of this article, including the commencement date of the 150 day period.

B. DEFINITIONS

Temporary disability shall mean the complete inability of an employee, for reasons of accident or other cause while in the line of duty, to perform the job duties as defined in the employee's job description, for a period of time not to exceed one hundred fifty (150) consecutive calendar days from the date of injury or the date that the disability begins.

Injury leave shall mean paid leave provided by the City to an eligible employee when that employee has no other paid leave available.

C. APPLICATION OF WORKERS' COMPENSATION AND OTHER LEAVE BALANCES

All payments of salary provided by this article shall be subject to deduction of amounts paid under the Nebraska Workers' Compensation Act and other city leave balances as set forth below:

1. Pursuant to the waiting provisions in Section 48-119 of the Nebraska Workers' Compensation Act, no workers' compensation shall be allowed during the first seven (7) calendar days following the date of injury or date that temporary disability begins, unless the disability continues for six (6) weeks or longer. When the disability lasts less than six (6) weeks, an employee may use medical or vacation leave for the initial seven (7) days. If no other leave is available, the City shall grant the employee temporary injury leave.

2. The employee shall retain all Workers' Compensation payments following the initial waiting provisions as set forth above.

3. While on leave of any nature, the total compensation paid to an employee, including salary, wages, workers' compensation benefits, leave pay, and amounts collected from any other party (except the employee's private insurance) shall not exceed the employee's net salary at the time of the commencement of the leave, plus any allowed and approved cost of living increase which commences during the period of leave.

D. SUBROGATION

The City reserves a right of subrogation because of payment to any employee who is disabled or injured by a third party, and reserves the right to pursue collection from the employee of any money paid by the third party to the extent of the City's payment. Should the employee collect from a third party for wages, salary, or expenses otherwise paid by the City, he or she will reimburse the City for money paid resulting from the injury. The City reserves any other subrogation rights provided under Nebraska law.

E. LIMITATION OF LEAVE

Use of injury leave to supplement worker's compensation will not be available to employees following one hundred fifty (150) consecutive days from the original date the disability begins.

Any employee whose employment by the City is terminated due to exceeding the 150 day period or extension shall be compensated for any remaining unused medical leave as in the case of retirement.

If an employee reaches maximum medical improvement (MMI) and it is determined that the employee cannot perform the essential functions of the job, the employee may be terminated prior to the expiration of the 150 day period and will be compensated for any unused medical leave as in the case of retirement.

F. LIGHT DUTY POLICY

The City may provide light duty work when possible for a defined period of time, not to exceed one hundred fifty (150) days, for employees that are injured due to a work related situation. Employees will follow the City's Light Duty Policy. The commencement of light duty work and/or modified duty work shall be five (5) calendar days from the date of disability unless the employee is willing to return sooner. Any employee who does not willingly return to light duty work who is released by a doctor to do so, shall not be entitled to supplement worker's compensation benefits with injury or medical leave.

G. WORKER'S COMPENSATION AND FMLA

Leave taken in conjunction with worker's compensation injuries will be counted as part of the employee's 12 week FMLA entitlement.

H. LEAVE NOT CUMULATIVE

The maximum periods for leave to supplement workers compensation and light duty are concurrent and not cumulative. Neither leave to supplement workers compensation nor light duty will be available to employees following one hundred fifty consecutive (150) days from the original date the employee is unable to perform the job duties as defined by the employee's job description because of an on-the-job injury.

I. DRUG TEST FOR CAUSE

Any employee that is involved in a worker's compensation claim involving an injury or an accident involving an injury shall be required to submit to a drug test for cause. Additionally, if an employee is operating a city vehicle and is involved in an accident while in the operation of said vehicle, there shall be a drug testing for cause. Any employee involved in any such injury or accident shall immediately notify his or her supervisor and the Human Resources Department so that immediate arrangements can be made for the drug testing to promptly be carried out.

ARTICLE X - GENERAL PROVISIONS CONCERNING LEAVE

A. ABSENCE WITHOUT APPROVAL

An employee who is absent from duty without approval shall receive no pay for the duration of the absence, and unless there is a legitimate reason for the absence, shall be subject to disciplinary action. An employee who is absent without approval for three (3) consecutive days is considered to have resigned unless waived by the City.

B. LEAVE FORM

For all leaves except unforeseeable medical leave or other emergency situations, a written request on the authorized leave form, indicating the kind of leave, duration, and dates of departure and return, must be approved prior to taking leave. In the case of unforeseeable medical leave or other emergency situation, the form shall be completed and submitted for approval upon the employee's return to duty. Unless a leave form approved by the supervisor substantiates an absence, an employee shall not be paid for any absence from scheduled work hours.

ARTICLE XI - PENSION RETIREMENT PLAN

A. PENSION

1. The City agrees that the employees covered under this agreement are covered under the pension plan adopted by Ordinance No. 4244, as amended.

ARTICLE XII - SENIORITY

A. SENIORITY

1. Seniority shall accrue to an employee from his or her first day of employment with the City and shall vest upon completion of the employee's probationary period.

2. Continuous service as used in Section 1 hereof means an employee's total continuous length of service with the City without break or interruption; provided, that lay-off of one (1) year or less, any suspension for disciplinary purposes, absence on authorized leave with or without pay, absence while receiving temporary total disability benefits under the Nebraska Worker's Compensation Act, and any absence due to serving as a union officer or official whether elected or appointed, shall not constitute a break or interruption in service within the meaning of this Article.

3. After an employee satisfactorily completes his or her initial introductory period of employment with the City, his or her seniority shall be effective from the date on which the employee was hired.

4. A list of employees arranged in order of their seniority as defined herein will be made available for examination by employees upon request by the union.

5. Where two or more employees were hired in the bargaining unit on the same date, their seniority standing shall be determined in the order in which they filed their application for such employment.

6. Whenever it is determined to be in the best interest of the City to reduce its workforce, the factors that will be taken into consideration, in no particular order of importance, shall include, but are not limited to:

- The employment policies and staffing needs of the department, together with contracts, ordinances, and statutes related thereto and budgetary considerations;
- Required federal, state, or local certifications or licenses;
- Seniority;
- The performance appraisal of the employees affected, including any recent

or pending disciplinary actions;

- The knowledge, skills and abilities of the employee; and
- The multiple job skills recently or currently being performed by the employee.

A determination will be made as to the classifications to be affected by a reduction in force and the number of employees to be laid off. A determination as to whether any employees within a job classification should be exempted from consideration due to the existence of a required federal, state, or local certification, or license will also be made at this time.

Employees laid off under this reduction in force policy shall be eligible for recall for a period of 2 years after layoff. If, within 2 years after layoff, a new position is opened within the reduced job classification for the department, the employee shall be recalled in the reverse order of layoff. After 2 years, the employee will have no preference for rehire.

7. If the City elects to fill a position or promote from within a pool of existing City employees, the factors to be considered may include, but are not limited to, those factors listed for consideration for reductions in the workforce in this article.

ARTICLE XIII - RATES OF PAY FOR WORK PERFORMED

A. SURVEY

The City and the Union surveyed the following array of cities to determine current labor market comparable salaries and benefits for work performed in the various job classifications covered by this agreement: Ames, Iowa; Iowa City, Iowa, Jefferson City, Missouri, Lawrence, Kansas, Sioux City, Iowa, St. Joseph, Missouri, Rapid City, South Dakota and Manhattan, Kansas. Said array conforms to the standards established by the Nebraska Commission of Industrial Relations (CIR). Using the survey results, the Union and the City established a pay range for each class of work covered by this agreement.

B. 2014 - 2015 FISCAL YEAR

See Exhibit "A", attached hereto. Employees in Step 8 on October 1, 2014 shall move to Step 9 effective the first full pay period on or after October 1, 2014.

C. 2015 - 2016 FISCAL YEAR

See Exhibit "B", attached hereto. Employees in Step 9 on October 1, 2015 shall move to Step 10 effective the first full pay period on or after October 1, 2015.

D. 2016 - 2017 FISCAL YEAR

See Exhibit "C", attached hereto. Employees in Step 10 on October 1, 2016 shall move to Step 11 effective the first full pay period on or after October 1, 2016.

E. 2017 – 2018 FISCAL YEAR

See Exhibit "D", attached hereto, effective the first full pay period on or after October 1, 2017.

F. FUTURE CHANGES AND RATE OF PAY

It is understood and agreed that payment of future rates is contingent upon the City adopting budget statements and appropriations for ordinances sufficient to fund such payments and salary ordinances authorizing such payments. The Union acknowledges that the City must comply with the Nebraska Budget Act.

G. PAY PLAN

1. Employees, prior to advancing in step or grade, shall be evaluated. Employees will be considered for pay schedule step increases upon the following schedule. Such adjustments in pay shall be effective on the first day of a pay period falling on or immediately after the classification anniversary. Prior to advancing in a step or grade, employees will be evaluated on their performance at least annually. An employee must have satisfactory performance ratings in order to receive an increase in pay, other than a salary table adjustment.

Step 1 Entry Level

Steps 2 - 11 Upon the successful completion of the anniversary of the employee's hire date or the anniversary date of the employee's promotion or demotion.

2. The introductory period for new employees shall be six (6) months, unless otherwise extended by the Department Director.

3. Employees received the highest possible rating may be considered for more than a one-step increase when recommended by the Department Director.

4. In no case shall any employee be advanced beyond the maximum rate of pay grade for his or her class of position.

ARTICLE XIV - EMPLOYEE RELATIONS

A. GENERAL

Every employee shall fulfill conscientiously the duties and responsibilities of his or her position. Every employee shall conduct himself or herself at all times in a manner which reflects credit on the City. Every employee shall be impartial in all of his or her official acts and shall in no way endanger nor give occasion for distrust of his or her impartiality.

B. MEMBERSHIP IN UNION

1. An employee shall have the right to join or refrain from joining this union.
2. This union shall not exert pressure on any employee to join it.
3. The union shall not discriminate in membership on the basis of race, religion, national origin, color, age, gender, disability status, or political affiliation.
4. At any meeting between a representative of the City and an employee in which discipline (including warnings which are to be recorded in the personnel file, suspension, demotion, or discharge for cause) is to be announced, the employee may request representation from the Union.

C. DISCIPLINE PROCEDURES

Chapters 1, 2 and 3 of the City Personnel Rules in effect as of 11/13/2012 and as may be amended if agreed to by both parties, shall apply to all disciplinary procedures for members of this bargaining unit. In the case of suspension without pay, demotion, or termination, the employee or the Union may request non-binding arbitration as set forth below if they are dissatisfied with the Mayor's determination if a Mayoral hearing is requested as outlined in the Personnel Rules.

If Arbitration is requested by either party for termination, demotion, and/or suspension an impartial Arbitrator shall be selected in the following manner. The Federal Mediation and Conciliation Service shall be requested to furnish a listing of seven (7) available Arbitrators. From this listing, the City and the Union shall alternately strike names [three (3) names each]. The remaining named Arbitrator on the listing shall be designated to act as Arbitrator to the dispute.

1. As soon as possible after the selection of the Arbitrator, the Arbitrator shall meet with the City and the Union to give due consideration to the dispute. A decision, in writing, from the Arbitrator shall be forwarded to both parties of the dispute within thirty (30) calendar days after the final meeting concerning the dispute. The decision by the Arbitrator shall be non-binding on the parties thereto.
2. In each case submitted to the Arbitrator, the Arbitrator shall make written findings setting forth the reasons for his/her decision, referring to the express provision of the Agreement interpreted and applied, the manner in which either party failed to perform such provision and the decision by the Arbitrator as to how it should be performed in accordance with the terms of this Agreement.

D. EXPENSES OF ARBITRATION

Each party shall bear the expense of preparing and presenting its own case and the expense of the Arbitrator, and incidental expenses mutually agreed to in advance shall be borne equally by the parties hereto.

ARTICLE XV – GRIEVANCE PROCEDURE

An alleged grievance arising from an employee shall be handled either by following the City Personnel Rules, or the Grievance Procedure in the manner described below. The employee must choose, prior to beginning the process, to either follow the Personnel Rules or this Grievance Procedure – the employee may not do both. The employee must make this choice within three (3) business days.

A grievance for the purpose of this Agreement refers to a question of the interpretation of the terms of the labor agreement between the City and the Union.

First Step - Any employee who believes that he or she has a justifiable request or grievance shall discuss the request or complaint within five (5) work days with his or her foreman, with or without the Union steward being present, as the employee may elect, in an attempt to settle same.

The foregoing procedure, if followed in good faith by both parties, should lead to a fair and speedy solution of most of the complaints arising out of the day to day operations of City government. However, if a complaint or request has not been satisfactorily resolved in Step 1, it may be presented and must be in writing and processed in Step 2 if the Union steward determines that it constitutes a meritorious grievance. A grievance, to be considered beyond Step 1, must be filed in writing with the foreman on forms provided by the City.

Second Step - If the alleged grievance is determined to be valid, the employee or his or her designated representative shall present it within ten (10) work days after the discussion with the foreman. The supervisor shall notify the employee in writing, within five (5) work days of his or her decision.

Third Step - If the grievance is not settled to the satisfaction of the employee, the employee or designated representative shall present it to the head of the department in writing within five (5) work days of the receipt of the decision of the immediate supervisor. The head of the department, or his or her designated representative, shall consider the grievance and shall notify the employee in writing of a decision within five (5) work days of the receipt of the grievance.

Fourth Step - If the grievance is not settled to the satisfaction of the employee, the employee or designated representative shall present it in writing to the Personnel Director within three (3) work days after the decision of the Department Director. The Personnel Director shall investigate the case within seven (7) work days and make a recommendation to the Chief Administrative Officer. The Chief Administrative Officer shall notify the employee of the decision made and of any action taken within seven (7) work days of the receipt of the grievance.

Fifth Step - If the grievance is not settled by the Chief Administrative Officer to the satisfaction of the employee, the employee may appeal, in writing, within ten (10) days of the receipt of the Chief Administrative Officer's decision to the arbitration. The arbitration procedure established in this step shall extend only to those grievances which are arbitrable under this agreement. The arbitration procedure shall be as follows:

a. The City and the Union shall obtain from the Federal Mediation and Conciliation Service a list of five (5) arbitrators. The City and Union shall take turns striking arbitrators until there is one left. The Union shall have the first strike. After the Union uses its first strike, the City shall exercise their first strike. The Union shall then exercise their final strike followed by the City exercising their final strike. A finding or award of the Arbitrator shall be advisory upon the parties.

b. The procedure to be followed in submitting the grievance to the Arbitrator shall, unless agreed upon by the parties prior to the hearing, be determined by the Arbitrator.

i. It is understood and agreed between the parties that the decision of the Arbitrator, constituted as set forth above, shall be advisory upon the parties, and that the Arbitrator's jurisdiction shall be limited to the application of this contract. The Arbitrator does not have the jurisdiction to amend, alter, enlarge, or ignore any provision of this contract.

ii. The expenses of the Arbitrator shall be shared equally between the City and the Union.

iii. It is specifically agreed that grievances shall not be combined for purposes of submitting them to arbitration. Only one grievance shall be heard in an arbitration proceeding.

iv. If the City raises the question as to whether a grievance is arbitrable under this section, the Arbitrator will not proceed under the assumption that the grievance is, in fact, arbitrable but must specifically rule on such question with the reason given therefor as part of their written decision. The Arbitrator may rule on the arbitrability and the merits in the same hearing.

ARTICLE XVI - OTHER BENEFITS

A. MEDICAL INSURANCE

The City agrees to provide health, dental, and long-term disability insurance during the term of this agreement for the employee and employee's dependents at the same benefit level and employee contribution level as provided to other City employees not governed by a collective bargaining agreement under the City's general group insurance plans. The City's general group insurance plan year runs from October 1 through September 30 of each year.

The City agrees to establish and maintain an employee advisory committee to aid in obtaining medical and dental insurance.

An employee who is on approved leave of absence without pay, for non-FMLA purposes, will not be removed from coverage under the City's health and dental insurance unless they are

disqualified by the plan. The employee shall be allowed to participate in the plan and pay the entire premium.

An employee who is on approved leave of absence without pay, for any leave of absence covered under the FMLA, will not be removed from coverage under the City's health and dental insurance and the employee shall be allowed to participate in the plan at the employee's expense.

B. CAFETERIA PLAN

The City agrees to implement a pre-tax contribution plan for medical and hospitalization insurance expenses.

C. LIFE INSURANCE

The City will provide a life insurance policy for the employees at a level of Fifty Thousand and No/100 Dollars (\$50,000.00). The employee will be required to pay the premium on the life insurance policy during any leave of absence without pay for the first sixty (60) days. Thereafter, such employee will be dropped from the life insurance plan. The employee shall pay both the City's premium and his or her optional insurance premium during this period.

D. UNION BULLETIN BOARD

The City agrees to provide space for the Union to erect a bulletin board for each division of sufficient size for the posting of notices of union meetings, union elections, union election results, union appointments to office, and union recreational or social affairs. Any material posted on said bulletin board(s) shall either be on union stationery or otherwise authenticated and authorized by an officer of the union. No item may be posted on the bulletin board(s) unless the item has been approved for posting by the Mayor or his or her designated representative and such approval shall not be unreasonably withheld.

E. SAFETY COMMITTEE

The City shall maintain an appropriate safety committee and the Union shall be able to have a representative participate on said committee.

F. TRAVEL TIME REIMBURSEMENT

If an employee has to travel for approved City purposes other than a normal commute to and from his or her primary place of work (e.g. work related seminars and training), the employee will receive mileage and compensation consistent with Federal and State law.

G. TUITION AND BOOK REIMBURSEMENT PROGRAM

Tuition and book reimbursement shall be available, subject to the following restrictions, for the purpose of enhancing the knowledge and skills of employees to better perform their current duties within the confine stated below:

1. **Qualification Process.** The determination of whether a request qualifies for the tuition reimbursement program shall be made by the Department Director and City Administrator based upon the following considerations:

- a. There is budget authority.
- b. The course is to be a core course offered by an accredited college or university which is directly related to the job of the employee and books and fees are necessary for the course.
- c. There is Department Director and City Administrator approval.
- d. The employee requesting reimbursement is not eligible for any other assistance programs.

2. **Approval Process.** To receive tuition reimbursement, the employee must submit a "Tuition Request Form", which shall contain the qualification information discussed above, as well as the employee's financial request prior to beginning the course. Reimbursement approval is limited as follows:

- a. Base tuition and necessary books and fees only.
- b. If the employee is eligible for other assistance programs, the City will provide secondary benefits only.

3. **Reimbursement Process.** Any employee requesting tuition reimbursement shall submit a grade report, documentation of payment of reimbursable costs, and the tuition request form to the Human Resources Department for processing for payroll. A grade of "B" or higher will qualify for reimbursement at 100% of the amount allowed and a grade of "C" to "B-" will qualify for 85% of the allowed amount.

4. **Service Requirement.** Tuition reimbursement is available to regular status full-time employees.

5. **Eligibility Requirements.** Payment for tuition reimbursement shall be limited as follows:

- a. No tuition reimbursement shall be available until after the completion of the introductory period. Requests for reimbursement and supporting documentation must be turned in within thirty (30) days after completing the course.

6. **Effective Date.** The tuition reimbursement program is a non-retroactive policy and shall go into effect on the date of the ratification of this contract.

The City makes no commitment to provide for the total cost of a higher education course or for all courses leading to a degree. Each course shall be evaluated separately on its merit by the Department Director and the City Administrator to determine eligibility for tuition and related expense reimbursement. Doctoral or PhD level classes and degree programs are not

eligible for reimbursement. To be eligible for reimbursement, the course must also be a course or program offered by an accredited college or university.

H. BILINGUAL PAY

Employees who are proficient in an approved second language will be paid One Thousand Five Hundred and No/100 Dollars (\$1,500.00) per calendar year, payable in the second check in November. In order for an employee to collect bilingual pay, the employee must be actively employed in November. The Department Director will determine whether bilingual skills are needed based upon the interaction of the department with the public. If bilingual skills are needed, the Department Director will determine which languages are "approved" based upon the needs of the department as they relate to the demographics of Grand Island.

A test will be given by the Human Resources Department to test the proficiency of the employees in each approved language before an employee is eligible for bilingual pay. The bilingual test will measure, among other things, an employee's conversational ability.

Bilingual pay will be prorated based on the employee's average hours worked. An employee that is hired as an interpreter will not be eligible for bilingual pay.

I. VOLUNTARY EMPLOYEE BENEFITS ASSOCIATION (VEBA)

All employees will be eligible to participate in the group VEBA. A contribution will be made on the employee's behalf each pay period in the amount of Fifteen and No/100 Dollars (\$15.00). Employees will have access to the money in their VEBA account for eligible medical expenses upon termination with the City.

ARTICLE XVII - MANAGEMENT RIGHTS

A. OPERATION IN BEST INTEREST OF CITY

The City has endorsed the practices and procedures of collective bargaining as an orderly way to conduct its relations with this group of employees, provided, that the City, acting through its chief administrative officer, retains the right to effectively operate in a reasonable and efficient manner to serve the best interests of all the citizens of the City.

B. STATUTORY AND ORDINANCE RIGHTS

This agreement in no way changes the power of the City to exercise any and all powers vested in it by the statutes of the State of Nebraska and the Grand Island City Code except as limited by the terms of this agreement and the principles of collective bargaining and labor law.

C. OTHER RIGHTS

It is understood and agreed that the City possesses the sole right to operate and conduct municipal functions and that all management rights repose in it, but that such rights must be

exercised consistently with the other provisions of this contract. These rights include but are not limited to the following:

- a. Discipline or discharge for matters arising under this agreement or the City's Personnel Rules and Regulations.
- b. Direct the work force.
- c. Hire, assign, or transfer employees.
- d. Determine the mission of the City.
- e. Determine the methods, means, number of personnel needed to carry out the City's mission.
- f. Introduce new or improved methods or facilities.
- g. Change existing methods or facilities.
- h. Contract out for goods or services.
- i. Reductions in workforce in the best interests of the City.
- j. The right to classify jobs and allocate individual employees to appropriate classifications based upon duty assignment.

D. PRIOR AGREEMENTS SUPERSEDED

This document constitutes the sole and complete arrangement between the parties. The parties acknowledge that they have had the opportunity to present and discuss proposals on any subject which is (or may be) subject to collective bargaining. Any prior commitment or agreement between the employer and the Union or any individual employee covered by this agreement is hereby superseded.

E. MATTERS NOT MENTIONED

Any and all matters not specifically mentioned in this agreement are reserved to the City. Such matters reserved to the City and all matters specified in Paragraph "C" above (except "a", covering discipline and discharge for just cause) as management rights shall not be subject to the grievance procedures or negotiations during the life of this agreement. Matters that are mandatory topics of collective bargaining under applicable law will not be amended without mutual agreement during the term of this contract. All provisions of Chapters one, two, and three of the City Personnel Rules and Regulations now in effect not in conflict with this contract are by this reference made a part of this Agreement and shall not be amended unless agreed upon by both the Union and the City.

F. INDUSTRIAL RELATIONS

All industrial relations functions of the City shall be handled by the Mayor or his or her designated representative. The Union will not approve or encourage its membership to engage in industrial relations functions with anyone other than the Mayor or his or her designated representative.

G. PERSONNEL FUNCTIONS

All personnel functions of the City shall be handled by a duly designated representative of the Mayor or Chief Administrative Officer. The Union agrees that it shall deal with the City only through the Chief Administrative Officer, or his or her designated representative.

H. MEMBERS OF CITY COUNCIL

The Union and its membership agree that it will not contact or deal with any of the members of the City Council concerning any aspects of negotiations, grievances, or any other relationship between the Union and the City.

ARTICLE XVIII - GENERAL PROVISIONS

1. a. No representative of the Union shall be permitted to come on any job site of the City for any reason without first presenting his or her credentials to the Mayor or Department Director, and obtaining permission to come on the job site of the City. Such permission shall not be unreasonably withheld.

b. Stewards shall be selected by the Union to conduct lawful functions on behalf of the employees in the bargaining unit. The Union shall furnish the City with the names of any stewards selected. All stewards shall be regular full time employees of the City. Stewards shall report to the department director or the director's designee prior to leaving work to perform the steward's duties and upon the return to work after performing such duties. Time off to perform such duties is not an unlimited right and reasonable restrictions may be imposed by the City consistent with this contract and applicable labor laws. Such leave will be without pay unless the employees requests to use accumulated vacation or personal leave.

2. The Union agrees that it or its members will not solicit membership in the Union or otherwise carry on Union activities during working hours.

3. The City agrees not to discriminate against any employee on the basis of race, creed, color, sex, age, or national origin, as provided by law.

4. The City and the Union agree not to interfere with the right of employees to become or not to become members of the Union, and further, that there shall be no discrimination or coercion against any employee because of union membership or non-membership.

5. The employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any individual, group, or organization for the purpose of undermining the Union or which is in conflict with this agreement.

6. The Union agrees to indemnify and hold the City harmless against any and all claims, suits, orders, or judgments brought or issued against the City as a result of any action taken or not taken by the City under this Article. This Article shall become null and void for the remaining life of the contract, effective immediately, in the event the union or its members participate in a strike, slowdown, work stoppage, or other intentional interruption of operation.

ARTICLE XIX - STRIKES AND LOCKOUTS

1. Neither the Union nor any of its officers, agents, or employees will instigate, promote, sponsor, engage in, or condone any strike, slowdown, concerted stoppage of work, or any other intentional interruption of the operations of the City, regardless of the reason for so doing. Any or all employees who violate any of the provisions of this Article may be summarily discharged or disciplined by the City.

2. The City will not lock out any employees during the term of the agreement as a result of a labor dispute with the union.

ARTICLE XX - DURATION OF CONTRACT

1. All of the terms, rights, obligations, benefits and conditions of this agreement will expire on its termination.

2. This agreement shall continue in full force and effect until Midnight on September 30, 2018.

Negotiations for a new agreement to take effect upon the termination of this agreement may begin on January 1st of the year of termination of this agreement with the expectation to start no later than February 1st of that year and the expectation is that it be completed no later than April 30th for budget preparation purposes unless an extension is agreed to by both the Union and the City.

ARTICLE XXI- GENERAL PROVISIONS FOR UNION ACTIVITY

A. PAYROLL DEDUCTION

Upon receipt of a properly executed written request for payroll deduction of Union membership dues signed by any regular permanent employee, the Department shall: (1) make payroll deductions in accordance with that authorization card from such employee's wages and payments; and (2) remit the amount so deducted to the business manager of Local 1597,

I.B.E.W. of America. The City will not withhold any initiation fees, assessments, special or otherwise, nor any funds from an employee's pay for the benefit of the Union other than the regular monthly Union dues as set forth herein.

B. REQUEST FORMS

Requests for payroll deduction or revocation of said Union membership dues must be made on the form approved by the Union and the Department.

C. UNION CERTIFICATION

By written certification, the business manager of the I.B.E.W. shall keep the Department currently informed of the amount of regular Union membership dues for the pay period. Standard annual dues increases shall not require new authorization cards from each employee.

D. INDEMNIFICATION

The Union shall indemnify and save the City harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken or not taken by the City for the purpose of complying with the provisions of this part, or in reliance on any dues deduction card furnished under the provisions of this part or on any certification by the business manager of the I.B.E.W.

E. STRIKES, ETC.

This Article shall become null and void for the remaining life of the contract, effective immediately, in the event the Union or its members participate in a strike, slowdown, work stoppage, or other intentional interruption of the City operations.

ARTICLE XXII- SEVERABILITY

If any of the provisions of agreement are subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, all other provisions of the agreement shall remain full force and effect for the duration of the agreement. Both parties shall then meet and attempt to negotiate a substitute.

It is understood and agreed that payment of future rates is contingent upon the City adopting budget statements and appropriations or ordinances sufficient to fund such payments and salary ordinances authorizing such payments. The union acknowledges that the City must comply with the Nebraska Budget Act.

ARTICLE XXIII - SCOPE OF AGREEMENT

A. COMPLETE AGREEMENT

The parties mutually agree that this contract constitutes the entire Agreement and understanding concerning all proper subjects of collective bargaining for the duration of the contract between the parties and supersedes all previous agreements. This contract shall not be modified, altered, changed or amended in any respect unless in writing and signed by both parties. There are no oral agreements nor is this Agreement based upon any oral representation covering the subject matter of this Agreement.

B. INTERPRETATION

This Agreement has been executed in accordance with the statutes and the laws of the State of Nebraska and the United States of America, and any dispute, disagreement, or litigation arising under this Agreement shall be adjudged in accordance with the statutes and laws of the State of Nebraska and of the United States of America.

C. NEGOTIATIONS

The parties agree that the negotiations preceding the signing of this Agreement included negotiations on all proper subjects of bargaining and that all negotiations were conducted in accordance with all applicable federal and state requirements.


ARTICLE XXIV - C.I.R. WAIVER

As a result of negotiations, and in consideration of this entire collective bargaining agreement, the Union, on behalf of all of its members, hereby knowingly, intelligently, and voluntarily waives its right to file any proceedings with the Nebraska Commission of Industrial Relations (CIR) alleging lack of comparability with respect to any wages, fringe benefits or any other conditions of employment with respect to the time period between October 1, 2014 through September 30, 2018.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

CITY OF GRAND ISLAND, NEBRASKA, A MUNICIPAL CORPORATION

BY 
JAY VAVRICEK, MAYOR

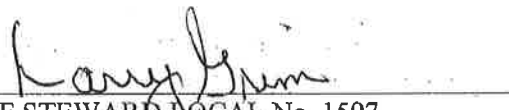
ATTEST 
RANAE EDWARDS, CITY CLERK

Dated 9/9/2014

I.B.E.W. LOCAL No. 1597

BY 
PRESIDENT LOCAL No. 1597

Dated 9/15/2014


CHIEF STEWARD LOCAL No. 1597

FIRST ADDENDUM TO THE LABOR CONTRACT BETWEEN THE CITY OF GRAND ISLAND AND THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL 1597 SERVICE/CLERICAL BARGAINING UNIT

This Addendum to the Labor Contract between the City of Grand Island and the International Brotherhood of Electrical Workers Local 1597 Service/Clerical Bargaining Unit sets forth terms and conditions agreed to by the parties as follows:

I.

This Addendum applies only to the aforementioned Agreement between the parties that is presently in effect from October 1, 2014 to September 30, 2018.

II.

This Addendum amends Article I, Paragraph B entitled "Employee Classifications" of the aforementioned Agreement to include the City of Grand Island employee classification of "Community Service Officer".

III.

Any other changes to the terms of the aforementioned Agreement will take the form of separate written Addenda agreed to by the parties.

Witness Our Hands:

THE CITY OF GRAND ISLAND

Date

By _____
Jeremy L. Jensen, Mayor

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS LOCAL 1597

Date

By _____
Dan Quick, President

RESOLUTION 2015-58

WHEREAS, City of Grand Island employees have a right to organize for the purposes of collective bargaining pursuant to Neb. Rev. Stat. §48-837; and

WHEREAS, the City of Grand Island received formal notice from the IBEW Local 1597 the Police Department's Community Service Officers were seeking formal labor representation from the IBEW and inclusion in that organization's Service/Clerical bargaining unit presently representing other City employees; and

WHEREAS, it is the recommendation of the Legal Department and Administration the City voluntarily recognize the IBEW as the labor representative of the Community Service Officers and amend the present contract the City has with the IBEW Service/Clerical bargaining unit to include Community Service Officers with the other positions covered under that contract; and

WHEREAS, the Grand Island City Council concurs with the recommendation of the Legal Department and Administration as stated above.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island voluntarily recognizes the International Brotherhood of Electrical Workers Local 1597 as the labor representative for the Police Department Community Service Officers and the contract the City has with the IBEW Service/Clerical bargaining unit be amended to include Community Service Officers with the list of other job classifications covered under that contract.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 24, 2015.

Jeremy L. Jensen, Mayor

ATTEST:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
February 20, 2015	☐ City Attorney



City of Grand Island

Tuesday, February 24, 2015

Council Session

Item I-4

**#2015-59 - Approving Lease of Gas Power Motorized Golf Cars
and Trade-In for Jackrabbit Run Golf Course**

Staff Contact: Todd McCoy

Council Agenda Memo

From: Todd McCoy, Parks and Recreation Director

Meeting: February 24, 2015

Subject: Lease of Golf Cars and Fleet Trade-in at Jackrabbit Run Golf Course

Item #'s: I-4

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

Background

Jackrabbit Run Golf Course currently owns and operates 53 electric Club Car golf cars for patron rental. The golf car fleet is 16 years old and is costly and time consuming for staff to maintain.

In the 2015 budget \$49,000 was earmarked for the upgrade of half of the current golf car fleet. The original plan was to refurbish all the golf cars over a two year period. However, after further research and consultation with other golf courses and golf car manufactures, staff believes it to be more efficient and a better fit for Jackrabbit Run Golf Course to lease a new golf car fleet.

Discussion

Making a change from electric to gas and from owning to leasing the golf car fleet would be new to Jackrabbit Run Golf Course; however, it is not new to numerous other golf courses around the state. Omaha, Lincoln, Papillion, and Kearney are just a few communities that have opted to lease gas golf car fleets at their municipally owned courses.

Gas golf cars are more dependable for busy golf courses. With fully charged batteries, electric cars can complete a maximum of two 18-hole rounds of golf before needing to be recharged. Gas golf cars can run for over 35 rounds of golf before needing refueled. With the existing electric fleet it is very time consuming for staff to rotate cars from the charger to the course. On busy days, staff is limited to not fully charged cars and risk dead batteries on the course. Gas cars can be refueled once a week or less at the staff's convenience.

Over the last four years the course spent \$54,736.62 on golf car fleet repairs. With the supplier responsible for major repairs, expenses and staff time will be dramatically reduced. Staff time can be redirected on the golf course, resulting in a better golf experience. Staff will have more time to prep bunkers, keep fairways and greens groomed, trim trees, and more.

Jackrabbit Run currently does not have an indoor space to keep its current fleet. Golf courses usually have a storage building to protect its property from the elements. UV rays and harsh weather can take a toll on cars decreasing the lifespan and resale value.

Using a leasing strategy, patrons will have the opportunity to rent quality golf cars year in and year out. Annual payments are consistent for budgeting purposes. The golf course enterprise fund balance is approximately \$120,000.

On January 9, 2015 the Parks and Recreation Department advertised a Request for Proposals (RFP) for the Lease of Gas Power Motorized Golf Cars and Fleet Trade-In. Three suppliers responded to the RFP:

Miller & Sons of Omaha, Nebraska
Nebraska Golf & Turf of Lincoln, Nebraska
Masek Distributing, Inc. of Gering, Nebraska

Staff recommends accepting the proposal from Masek Distributing, Inc. of Gering, Nebraska in the amount of \$18,250 per year for five years. Masek proposes to furnish fifty Yamaha fuel injected golf cars. Their proposal allows for \$29,945 trade-in value for our existing 1999 Club Car fleet of 53 cars. Staff recommends the Yamaha cars because of the overall value to the City and positive references from other golf courses.



Current 53 Unit Fleet of Electric Club Cars



Proposed New 50 Unit Fleet of Yamaha Gas Cars

Alternatives

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

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

Recommendation

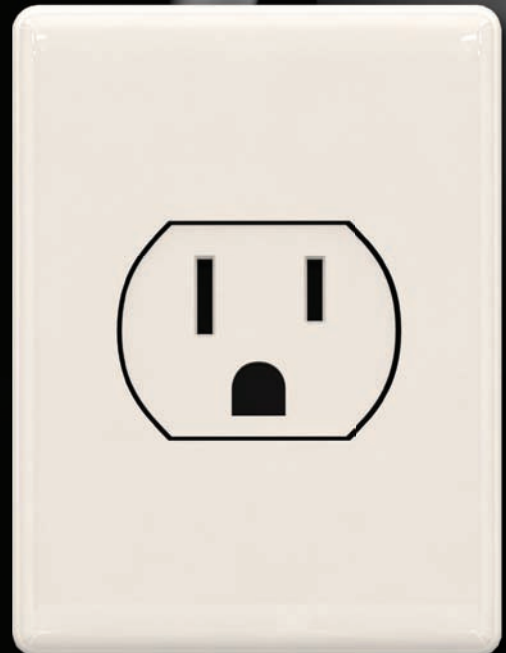
City Administration recommends that the City Council accept the proposal from Masek Distributing, Inc. of Gering, Nebraska for the lease of new Yamaha golf cars and fleet trade-in at Jackrabbit Run Golf Course.

Sample Motion

Move to approve the proposal from Masek Distributing, Inc. for the lease of golf cars and fleet trade-in at Jackrabbit Run in the amount of \$18,250 per year for a five year period.



VS.



YAMAHA GAS VERSUS ELECTRIC GOLF CARS

80 Car Fleet

Electric Benefits

Quieter than gas
Lower emissions - 29% less CO2 per year
Requires no gasoline to operate

Gas Benefits

Lighter weight
No hydrogen battery fumes
Doesn't require special storage facility
No battery stains in cart barn or staging area
Doesn't require additional electricity supply
Doesn't require special handling (Daily Charging)
Will operate even when there is a power outage
Not limited to rounds per day
Can travel 40 rounds per single tank of gasoline
Less maintenance (no battery watering)
Higher residual value
Will not fail on course due to battery issues

Cost analysis Gas vs. Electric

30,000 Golf Car Rounds per year
80 Cars in Fleet
375 Rounds per year per car
Lease Term is 48 months

Electricity rate \$0.12 per Kwh
Labor based on \$15 per hour
Compare gas at \$3.00, \$3.50, and \$4.00 per gallon
5 miles per round

Electric

1.5 Kwh AC to recharge per 18 holes	
Charging costs per round	\$ 0.18
Annual Electricity Costs all cars	\$ 5,256
Annual Battery Watering @ 5 minutes per car	\$ 2,600
Annual Bat. Charging @ 30 sec per car per rd	\$ 3,750
Annual Miscellaneous Maintenance	\$ 1,200
Total Annual Operating Costs	\$ 12,806
Total Operating Cost for Lease Term	\$ 51,224
Electric vs Gas Residual difference per car	\$ 375
Total Electric vs Gas Residual difference	\$ 30,000
Battery Replacement in year 3 per car	\$ 600
Total Battery Replacement all cars	\$ 48,000
Total Electric Car Operation Cost	\$ 129,224
Total Electric Car Cost Per Round	\$ 1.08

Gas

33.4 MPG			
Fuel consumption per round (gal)	0.15	0.15	0.15
	\$3.00/gal	\$3.50/gal	\$4.00/gal
Fuel Cost per round	\$ 0.45	\$ 0.53	\$ 0.60
Annual Fuel Cost all cars	\$ 13,500	\$ 15,900	\$ 18,000
Annual Refueling Costs at 5 min / car	\$ 1,315	\$ 1,315	\$ 1,315
Annual Miscellaneous Maintenance	\$ 5,200	\$ 5,200	\$ 5,200
Total Annual Operating Costs	\$ 20,015	\$ 22,415	\$ 24,515
Total Operating Cost for Lease Term	\$ 80,059	\$ 89,659	\$ 98,059
Battery Replacement in year 3 per car	\$ 50	\$ 50	\$ 50
Total Battery Replacement all cars	\$ 4,000	\$ 4,000	\$ 4,000
	\$3.00/gal	\$3.50/gal	\$4.00/gal
Total Gas Car Operation Cost	\$ 84,059	\$ 93,659	\$ 102,059
Total Gas Car Cost Per Round	\$ 0.70	\$ 0.78	\$ 0.85

Overall savings Gas over Electric - 4 years, 80 Cars = \$27,165 to \$45,165.

This savings reflects the Club's bottom line from \$6,800 to \$11,300 per year
or a savings of \$23 to \$38 per day in operational costs.

Who doesn't want to save that!



1000 Highway 34 East
Newnan, Georgia 30265
1.866.747.4027
www.yamahagolfcars.com





Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

**REQUEST FOR PROPOSAL
FOR
LEASE OF GAS POWER MOTORIZED GOLF CARS AND TRADE-IN
FOR JACKRABBIT RUN GOLF COURSE**

RFP DUE DATE: January 28, 2015 at 4:00 p.m.

DEPARTMENT: Parks & Recreation

PUBLICATION DATE: January 10, 2015

NO. POTENTIAL BIDDERS: 3

SUMMARY OF PROPOSALS RECEIVED

Miller & Sons
Omaha, NE

Masek Distributing, Inc.
Gering, NE

Nebraska Golf & Turf
Lincoln, NE

cc: Todd McCoy, Parks & Recreation Director
Marlan Ferguson, City Administrator

Patti Buettner, Parks & Rec. Admin. Assist.
William Clingman, Interim Finance Director

P1790



YAMAHA

Commercial Customer Finance

CONDITIONAL SALE AGREEMENT

CONDITIONAL SALE AGREEMENT

CONDITIONAL SALE AGREEMENT (this "Agreement") dated as of February 17, 2015 by and between Yamaha

Motor Corporation, U.S.A. (hereinafter called "Seller") having its principal office and place of business at 6555 Katella Avenue, Cypress, California 90630 and CITY OF GRAND ISLAND

(hereinafter call "Purchaser") having its principal office and place of business at _____
PO BOX 1968, GRAND ISLAND, NE 68802

1. **PROPERTY SOLD.** In consideration of the agreement to purchase by Purchaser and the covenants and agreements hereinafter set forth, Seller hereby sells to purchaser all of the tangible personal property (collectively, the "Equipment") listed on the Equipment Schedule(s) attached hereto as Exhibit A (the "Equipment Schedule").

2. **TERM.** The term of this Agreement shall commence on the date set forth above and shall continue in effect thereafter so long as the Equipment Schedule remains in effect.

3. **PAYMENT.** Purchaser shall pay to Seller, for the Equipment during each month of the Term of the Equipment Schedule, the monthly payment set forth in the Equipment Schedule plus any taxes, fees, etc. associated with proper filings and ownership by Purchaser together with any down payment set forth in the Equipment Schedule. Whenever any payment is not made when due hereunder, Purchaser shall pay Seller interest on such amount at the maximum allowable rate of interest permitted by the law of the state where the Equipment is located.

4. **DELIVERY AND ACCEPTANCE; WARRANTY AND DISCLAIMER OF WARRANTIES.**

4.1 **Delivery and Acceptance of The Equipment.** Purchaser has selected and shall take delivery of all the Equipment directly from Yamaha Golf-Car Company, a Yamaha Authorized Dealer, or an authorized agent. All costs of delivery are the sole responsibility of Purchaser. Seller shall not be liable for any loss or damage resulting from the delay or failure to have any Equipment available for delivery. Purchaser shall inspect the Equipment to determine that the Equipment is as represented and has been equipped or prepared in accordance with any prior instructions given in writing by Purchaser. Purchaser shall accept the Equipment if it meets the criteria set forth in the preceding sentence and shall execute and deliver a Certificate of Acceptance with respect to each shipment of Equipment. For all purposes of this Agreement, the Equipment will be considered accepted by Purchaser upon the earlier of (i) delivery of the Certificate of Acceptance, and (ii) 10 days after delivery of the Equipment (unless prior to such time Purchaser has properly rejected the Equipment and advised Seller in writing of same). Purchaser authorizes Seller to insert in the Equipment Schedule the serial number and other identifying data of the Equipment.

4.2 **Warranty and Disclaimer of Warranties.** Seller warrants to Purchaser that, so long as Purchaser shall not be in default of any of the provisions of the Equipment Schedule, neither Seller nor any assignee of Seller will disturb Purchaser's quiet and peaceful possession of the Equipment. In addition, the Equipment is warranted only in accordance with the manufacturer's warranty, which may be amended or modified from time to time only by Seller. OTHER THAN THE WARRANTY AS REQUIRED BY LAW AND EXCEPT AS EXPRESSLY PROVIDED ABOVE, SELLER DISCLAIMS ANY OTHER WARRANTY, EXPRESSED OR IMPLIED, INCLUDING BUT NOT BY WAY OF LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SELLER DISCLAIMS ANY LIABILITY FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES

OR COMMERCIAL LOSSES SUFFERED BY CUSTOMER OR ANY THIRD PARTY. No defect, unfitness, loss, damage or other condition of the Equipment shall relieve Purchaser of the obligation to pay any installment under this Agreement.

5. **TITLE AND ASSIGNMENT.**

5.1 **Title.** At the time of acceptance, title to the Equipment shall pass to Purchaser. As security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of each and every obligation, covenant, agreement and commitment of Purchaser under this Agreement and/or the Equipment Schedule (including, without limitation, the prompt and complete payment by Purchaser, as and when due and payable, whether at the stated maturity, by acceleration or otherwise, of all amounts owing from time to time by Purchaser to Seller under this Agreement and/or the Equipment Schedule), Purchaser hereby grants Seller a continuing security interest in all of the Equipment and all proceeds thereof (in whatever form). Seller is hereby authorized by Purchaser to file any UCC financing statements or any other documents to evidence, establish, perfect or enforce the security interest granted hereunder.

5.2 **Location, Inspection.** Purchaser shall not move the Equipment from the location specified on the Equipment Schedule without the prior written consent of Seller, which consent shall not be unreasonably withheld.

5.3 **Assignment by Seller.**

(a) Purchaser does not have the right or power to, and shall not, sell, transfer, assign, pledge (except for short-term rentals to patrons in the ordinary course of business) any of the Equipment without the prior written consent of Seller. Any attempt to sell, transfer, assign, pledge any of the Equipment in violation of the foregoing shall be null and void and of no force or effect.

(b) Seller may assign its rights hereunder, whole or in part, without Purchaser's consent. If Purchaser is given notice of any assignment by Seller, Purchaser agrees to pay directly to such assignee all sums payable hereunder if so directed.

(c) Any assignment or transfer by Seller shall not materially change Seller's duties or obligations under this Agreement.

6. **TAXES AND FEES.**

6.1 **Taxes and Fees.** Purchaser shall pay all property taxes and sales and use tax due on the Equipment. Purchaser agrees to indemnify and hold harmless the Seller from and against all taxes, fees or other charges of any nature whatsoever (together with any related interest or penalties thereon) now or hereinafter imposed or assessed during the term of the Equipment Schedule by any governmental authority upon or with respect to the Equipment or upon the ordering, purchase, sale, ownership, delivery, leasing, possession, use, operation, return or other disposition thereof or upon the receipts or earnings arising therefrom or upon or with respect to the Equipment Schedule (excepting only Federal, state and local taxes based on or measured by the net income of Seller).

7. CARE, USE AND MAINTENANCE; ALTERATIONS AND ATTACHMENTS.

7.1 Care, Use and Maintenance. Purchaser shall, at its sole expense, at all times during the term of the Equipment Schedule, keep the Equipment clean, serviced and maintained in good operating order, repair, condition and appearance in accordance with Seller's manuals and other instructions received from Seller.

7.2 Alterations and Attachments. Purchaser may, with Seller's prior written consent, make such cosmetic modifications to the Equipment as Purchaser may deem desirable in the conduct of its business; **provided, however,** that such alterations shall not diminish the value or utility of the Equipment, or cause the loss of any warranty thereon or any certification necessary for the maintenance thereof, and provided, further, that such modification shall be removable without causing damage to the Equipment.

8. REPRESENTATIONS AND WARRANTIES OF PURCHASER. Purchaser hereby represents and warrants to Seller that with respect to the Agreement and the Equipment Schedule:

(a) The execution, delivery and performance thereof by the Purchaser have been duly authorized by all necessary corporate action.

(b) The individual executing such was duly authorized to do so.

(c) The Agreement and the Equipment Schedule constitute legal, valid and binding agreements of the Purchaser enforceable in accordance with their respective terms.

(d) The Equipment is personal property and when subjected to use by the Purchaser will not be or become fixtures under applicable law.

(e) Purchaser's name as set forth in the preamble to this Agreement is the exact legal name of Purchaser.

9. DELIVERY OF EQUIPMENT. Purchaser hereby assumes the full expense of transportation and in-transit insurance from the Seller to Purchaser's premises and delivery thereof of the Equipment.

10. INDEMNITY. Purchaser shall and does hereby indemnify and hold Seller and any and all of its assignees harmless from and against any and all claims, costs, expenses, damages, losses and liabilities (including negligence, tort and strict liability), including reasonable attorney's fees, arising out of or in any manner connected with the ownership, selection, possession, leasing, renting, purchase, financing, operation, control, use, maintenance, transportation, storage, repair, delivery, return or other disposition of the Equipment including without limitation, claims for injury to or death of persons and for damage to property. Purchaser agrees to give Seller prompt notice of any such claim or liability.

11. RISK OF LOSS. Seller and Purchaser agree Purchaser shall bear the entire risk of loss, theft, destruction or damage to the Equipment from any cause whatsoever and shall not be relieved of the obligation to pay the total of the monthly payments or any other obligation hereunder because of any such occurrence. Purchaser further agrees to insure the Equipment for full value and to cause Purchaser's insurance carrier to name Seller as a loss payee and provide Seller with loss payee certificate of insurance.

12. DEFAULT. Each of the following shall be an Event of Default under this Agreement (each an "Event of Default"):

(a) Failure by Purchaser to pay Seller any installment payment or other amount payable by Purchaser to Seller under this Agreement and/or the Equipment Schedule as and when the same becomes due and payable; or

(b) To the extent not covered by subsection 12(a) above, failure by Purchaser to comply with any term, covenant, agreement or condition in this Agreement and/or the Equipment Schedule, which failure continues for a period of 10 days after notice of such failure is provided by Seller to Purchaser; or

(c) Any representation or warranty made by Purchaser in the Equipment Schedule, this Agreement, or in any document or certificate furnished to the Seller in connection therewith shall be incorrect, false or misleading in any material respect when so made or furnished.

13. REMEDIES. Upon the occurrence of an Event of Default, Seller, at its option: 1) may declare immediately due and payable any or all amounts payable under this Agreement and/or the Equipment Schedule (whether such amounts are due or not yet due), whereupon the same shall become immediately due and payable by Purchaser to Seller; 2) may proceed by appropriate court action or actions either at law or in equity to enforce performance by Purchaser of the terms and conditions of this Agreement and/or the Equipment Schedule; 3) may recover from Purchaser any and all damages or expenses, including reasonable attorney's fees, which Seller shall have sustained by reason of the Event of Default or on account of Seller's enforcement of its remedies thereunder; and/or 4) may exercise its rights as a secured creditor under the Uniform Commercial Code as enacted in California ("UCC") including, without limitation, taking immediate possession of the Equipment, disposing of such Equipment in accordance with the provisions of the UCC, and collecting for any deficiency as a result of the disposal of the Equipment by Seller together with all reasonable attorneys fees and costs incurred by Seller during the disposal of such Equipment. Seller's rights and remedies under this Agreement and the Equipment Schedule shall be cumulative and in addition to any rights and remedies Seller may have under applicable law and the exercise or failure to exercise any right or remedy shall not preclude Seller from exercising any other right or remedy.

14. MISCELLANEOUS.

14.1 No Waiver. No omission or delay by Seller at any time to enforce any right or remedy reserved to it, or to require performance of any of the terms, covenants or provisions hereof by Purchaser at any time designated, shall be a waiver of any such right or remedy to which Seller is entitled, nor shall it in any way affect the right of Seller to enforce such provisions thereafter.

14.2 Binding Nature. This Agreement and the Equipment Schedule shall be binding upon, and shall inure to the benefit of Seller, Purchaser and their respective successors, legal representatives and assigns.

14.3 Notices. Any notice, request or other communication to either party by the other as provided for herein shall be given in writing and only shall be deemed received upon the earlier of receipt or three days after mailing if mailed postage prepaid by regular or airmail to Seller or Purchaser, as the case may be, at the address for such party set forth in this Agreement or at such changed address as may be subsequently submitted by written notice of either party.

14.4 Severability. In the event any one or more of the provisions of this Agreement and/or the Equipment Schedule shall for any reason be prohibited or unenforceable in any jurisdiction, any such provision shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

14.5 Signed Counterparts. The parties agree that this Agreement may be signed in counterparts, that delivery of an executed counterpart of the signature page to this Agreement by fax, email, or other electronic means shall be as effective as delivery of a manually executed counterpart, and any failure to deliver the original manually executed counterpart sent by fax, email or other electronic means shall not affect the validity, enforceability or binding effect of this Agreement. Notwithstanding any other provision of this agreement the sole original of this Agreement shall be the Agreement bearing the manually executed signature of the Purchaser. The Purchaser, by making any payment required under this Agreement ratifies all of the terms of this Agreement.

14.6 Registration and License. Purchaser shall perform and pay for the titling, registration and licensing (if required by applicable law) of any items or Equipment in the Purchaser's name and all inspections of such items of Equipment which may be required by any governmental authority unless such fees and taxes shall be included in the payment as shown on the Equipment Schedule applicable to any such items of Equipment.

14.7 Involuntary transfer Constitutes Default.

Except for the security interest granted to Seller under this Agreement, Purchaser shall not create, incur, assume or suffer to exist any mortgage, lien, pledge or other encumbrance or attachment of any kind whatsoever upon, affecting, or with respect to the Equipment or of Seller's interest thereunder.

14.8 Statute of Limitations.

Any action by Purchaser against Seller for any default by Seller under this Agreement, including breach of warranty or indemnity, shall be commenced within one year after any such cause of action accrues.

14.9 Entire Agreement.

Seller and Purchaser acknowledge that there are no agreements or understandings, written or oral, between Seller and Purchaser with respect to the Equipment, other than as set forth herein and in the Equipment Schedule and that this Agreement and the Equipment Schedule contains the entire Agreement between Seller and Purchaser with respect thereto. Neither this Agreement nor the Equipment Schedule may be altered, modified, terminated or discharged except by a writing signed by the party against whom such alteration, modification, termination or discharge is sought. The Equipment Schedule is hereby incorporated by reference into this Agreement, and made part of this Agreement, as if fully set forth herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on or as of the day and year first above written.

YAMAHA MOTOR CORPORATION, u.s.a.

By : Kim Ruiz

Date _____

Signature: _____

Title : Vice President

CITY OF GRAND ISLAND, NEBRASKA,

X

By _____
Mayor

Date _____

Attest: _____
City Clerk

The contract, insurance requirements and bonds are in due form according to law and are hereby approved.

Attorney for the City

Date _____

CONDITIONAL SALE EXHIBIT A
EQUIPMENT SCHEDULE # 111487
Dated February 17, 2015

1. This Schedule covers the following property ("Equipment"):

50 YDRA EFI GOLF CARS

2. Location of Equipment:

**JACKRABBIT GOLF CLUB
2800 N. SHADY BEND ROAD
GRAND ISLAND, NE 68801**

3. The Terms for the Equipment described herein shall commence on April 15, 2015 and shall consist of 60 months from the first day of the month following said date.

4. The down payment of the Equipment shall be \$ \$0.00

5. Payments on the Equipment shall be due on the following schedule.
Schedule of Payments:

**5 ANNUAL PAYMENTS IN THE AMOUNT OF \$18,250.00 (APPLICABLE TAXES TO BE BILLED).
STARTING MAY 2015 AND ENDING MAY 2019. DUE THE 15TH DAY OF THE MONTH AS FOLLOWS:**

May-15 \$18,250.00 May-16 \$18,250.00 May-17 \$18,250.00 May-18 \$18,250.00 May-19 \$18,250.00

6. The final purchase price for the purchase of the Equipment at the expiration of this Agreement shall be \$108,750.00

7. Other Terms:

Interest Factor: %

Yamaha is not obligated to perform or provide any service, under any circumstances under the terms of this contract. Service is the responsibility of the Purchaser. Failure by Purchaser to maintain or service the equipment consistent with the terms of the Master Agreement shall not relieve Purchaser of the responsibility under the Master Agreement.

Includes 2 loaner cars.

Signed Counterparts: The parties agree that this Agreement may be signed in counterparts, that delivery of an executed counterpart of the signature page to this Agreement by fax, email or other electronic means shall be as effective as delivery of a manually executed counterpart, and any failure to deliver the original manually executed counterpart sent by fax, email or other electronic means shall not affect the validity, enforceability or binding effect of this Agreement. Notwithstanding any other provision of this Agreement, the sole original of this Agreement shall be the Agreement bearing the manually executed signature of the Purchaser. The Purchaser, by making any payment required under this Agreement ratifies all of the terms of this Agreement.

This Equipment Schedule and Acceptance Guidelines are issued pursuant to the Agreement dated February 17, 2015. All of the terms and conditions, representations and warranties of the Agreement are hereby incorporated herein and made a part hereof as if they were expressly set forth in this Equipment Schedule.

CITY OF GRAND ISLAND

YAMAHA MOTOR CORPORATION, U.S.A.

By _____
Signature

By _____
Signature

Name: _____
Type or Print

Name: Kim Ruiz
Type or Print

Title: _____

Title: Vice President



City of Grand Island

Initialed By: 

**AMORTIZATION SCHEDULE FOR MUNICIPALITY
CONDITIONAL SALE CONTRACT
PURCHASER: City of Grand Island
EQUIPMENT SCHEDULE # 111487**

Yield: 3.800%

Mon #	Due Date	Payment	Interest	Principal Adjustment	Balance
				Total Financed	174,395.36
1	04/15/15	0.00	539.57	-539.57	174,934.93
2	05/15/15	18,250.00	541.24	17,708.76	157,226.18
3	06/15/15	0.00	486.45	-486.45	157,712.63
4	07/15/15	0.00	487.96	-487.96	158,200.59
5	08/15/15	0.00	489.47	-489.47	158,690.06
6	09/15/15	0.00	490.98	-490.98	159,181.04
7	10/15/15	0.00	492.50	-492.50	159,673.55
8	11/15/15	0.00	494.03	-494.03	160,167.57
9	12/15/15	0.00	495.55	-495.55	160,663.13
10	01/15/16	0.00	497.09	-497.09	161,160.21
11	02/15/16	0.00	498.63	-498.63	161,658.84
12	03/15/16	0.00	500.17	-500.17	162,159.01
13	04/15/16	0.00	501.72	-501.72	162,660.72
14	05/15/16	18,250.00	503.27	17,746.73	144,913.99
15	06/15/16	0.00	448.36	-448.36	145,362.35
16	07/15/16	0.00	449.75	-449.75	145,812.10
17	08/15/16	0.00	451.14	-451.14	146,263.24
18	09/15/16	0.00	452.53	-452.53	146,715.77
19	10/15/16	0.00	453.93	-453.93	147,169.71
20	11/15/16	0.00	455.34	-455.34	147,625.05
21	12/15/16	0.00	456.75	-456.75	148,081.80
22	01/15/17	0.00	458.16	-458.16	148,539.96
23	02/15/17	0.00	459.58	-459.58	148,999.54
24	03/15/17	0.00	461.00	-461.00	149,460.54
25	04/15/17	0.00	462.43	-462.43	149,922.96
26	05/15/17	18,250.00	463.86	17,786.14	132,136.82
27	06/15/17	0.00	408.83	-408.83	132,545.65
28	07/15/17	0.00	410.09	-410.09	132,955.74
29	08/15/17	0.00	411.36	-411.36	133,367.11
30	09/15/17	0.00	412.63	-412.63	133,779.74
31	10/15/17	0.00	413.91	-413.91	134,193.65
32	11/15/17	0.00	415.19	-415.19	134,608.84
33	12/15/17	0.00	416.48	-416.48	135,025.32
34	01/15/18	0.00	417.76	-417.76	135,443.08
35	02/15/18	0.00	419.06	-419.06	135,862.14
36	03/15/18	0.00	420.35	-420.35	136,282.50
37	04/15/18	0.00	421.65	-421.65	136,704.15
38	05/15/18	18,250.00	422.96	17,827.04	118,877.11
39	06/15/18	0.00	367.80	-367.80	119,244.91
40	07/15/18	0.00	368.94	-368.94	119,613.85
41	08/15/18	0.00	370.08	-370.08	119,983.94
42	09/15/18	0.00	371.23	-371.23	120,355.16
43	10/15/18	0.00	372.38	-372.38	120,727.54
44	11/15/18	0.00	373.53	-373.53	121,101.07
45	12/15/18	0.00	374.68	-374.68	121,475.75
46	01/15/19	0.00	375.84	-375.84	121,851.59
47	02/15/19	0.00	377.01	-377.01	122,228.60
48	03/15/19	0.00	378.17	-378.17	122,606.77
49	04/15/19	0.00	379.34	-379.34	122,986.11
50	05/15/19	18,250.00	380.52	17,869.48	105,116.63
51	06/15/19	0.00	325.23	-325.23	105,441.86
52	07/15/19	0.00	326.23	-326.23	105,768.09
53	08/15/19	0.00	327.24	-327.24	106,095.34
54	09/15/19	0.00	328.26	-328.26	106,423.59
55	10/15/19	0.00	329.27	-329.27	106,752.86
56	11/15/19	0.00	330.29	-330.29	107,083.15
57	12/15/19	0.00	331.31	-331.31	107,414.47
58	01/15/20	0.00	332.34	-332.34	107,746.80
59	02/15/20	0.00	333.37	-333.37	108,080.17
60	03/15/20	0.00	334.40	-334.40	108,414.57
Totals:		91,250.00	25,269.21	65,980.79	



Service Centers in:
Denver, CO • Kansas City, KS • Billings, MT
Omaha, and Gering, NE
masekgolfcars.com



"Largest Golf Car Distributor in the United States"
A Part of Masek Distribution Inc.

Nebraska
425 M. Street • Gering, NE 69341
Local: 308.436.2100
Toll Free: 800.800.8987
Fax: 308.436.2800
Colorado
5345 Newport Street
Commerce City, CO 80022

February 17, 2015

The City of Grand Island
Jackrabbit Run Golf Course
PO Box 1968
Grand Island, NE 68802

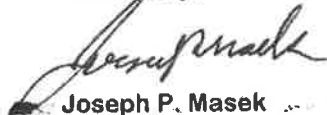
Re: Guarantee of Purchase: 50 Yamaha Golf Cars
Yamaha contract number 111487.

Gentlemen,

Upon completion of all regular payments, the final payment of \$108,750.00 due in April, 2020, shall be paid either by Masek Golf Car Company, or by Yamaha Golf Cars, and the equipment listed (Fifty 2015 Yamaha YDRA EFI gas golf cars) will become the property of Masek's or Yamaha as the buyer. The agreement is contingent on the condition of the golf cars, which must be intact and equipped as when purchased (normal wear and tear excepted), free of all liens and encumbrances, and in good running order. Vehicles used for purposes other than that intended and understood, or damage due to misuse, abuse, or vandalism, or vehicles with missing equipment will be charged to the Golf Course accordingly.

If the City does NOT want Masek Golf Car Co. to make the final payment on the City's behalf, written notice must be sent to Masek's no later than December 15, 2019, at the address on this letterhead.

Yours truly,



Joseph P. Masek
President

File: Grand Island.guarantee.2.17.15

RESOLUTION 2015-59

WHEREAS, the Parks and Recreation Department of the City of Grand Island invited sealed proposals for the leasing of Gas Power Motorized Golf Cars and Fleet Trade-in for Jackrabbit Run Golf Course; and

WHEREAS, on January 28, 2015, three (3) proposals were received and reviewed; and

WHEREAS, the Masek Distributing, Inc., in Gering, Nebraska, submitted a proposal in accordance with the terms of the request for proposal being a five-year lease and fleet trade-in at \$18,250.00 per year; and

WHEREAS, a Lease Agreement has been reviewed and approved by the City Attorney's office.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the proposal from Masek Distributing, Inc. from Gering, Nebraska for the leasing of Gas Power Motorized Golf Cars and Fleet Trade-in for Jackrabbit Run Golf Course is hereby accepted.

BE IT FURTHER RESOLVED, that the Mayor be, and hereby is, authorized and directed to sign on behalf of the City of Grand Island, a Lease Agreement by and between the City and the Masek Distributing, Inc., for such project.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 24, 2015.

Jeremy L. Jenson, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
February 20, 2015	☐ City Attorney



City of Grand Island

Tuesday, February 24, 2015

Council Session

Item I-5

#2015-60 - Consideration of Approving the One & Six Year Street Improvement Plan

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

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

RESOLUTION 2015-60

WHEREAS, the Regional Planning Commission, after public notice having been published in one issue of the Grand Island Independent, and such notice also having been posted in at least three places in areas where it was likely to attract attention, conducted a public hearing on February 18, 2014, on the One and Six Year Street Improvement Plan for the City of Grand Island; and

WHEREAS, at the February 18, 2015 public hearing, the Regional Planning Commission approved the One and Six Year Street Improvement Plan 2015-2020, and recommended that such program be approved by the City Council; and

WHEREAS, the Grand Island City Council, after public notice having been published in one issue of the Grand Island Independent, and such notice also having been posted in at least three places in areas where it was likely to attract attention, conducted a public hearing on February 10, 2015, on the One and Six Year Street Improvement Plan for the City of Grand Island; and

WHEREAS, this Council has determined that the One and Six Year Street Improvement Program as set out in Exhibit "A" should be adopted.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the One and Six Year Street Improvement Program 2014-2019, based on priorities of needs and calculated to contribute to the orderly development of city streets, and identified as Exhibit "A", is hereby approved and adopted by this Council.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 24, 2015.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

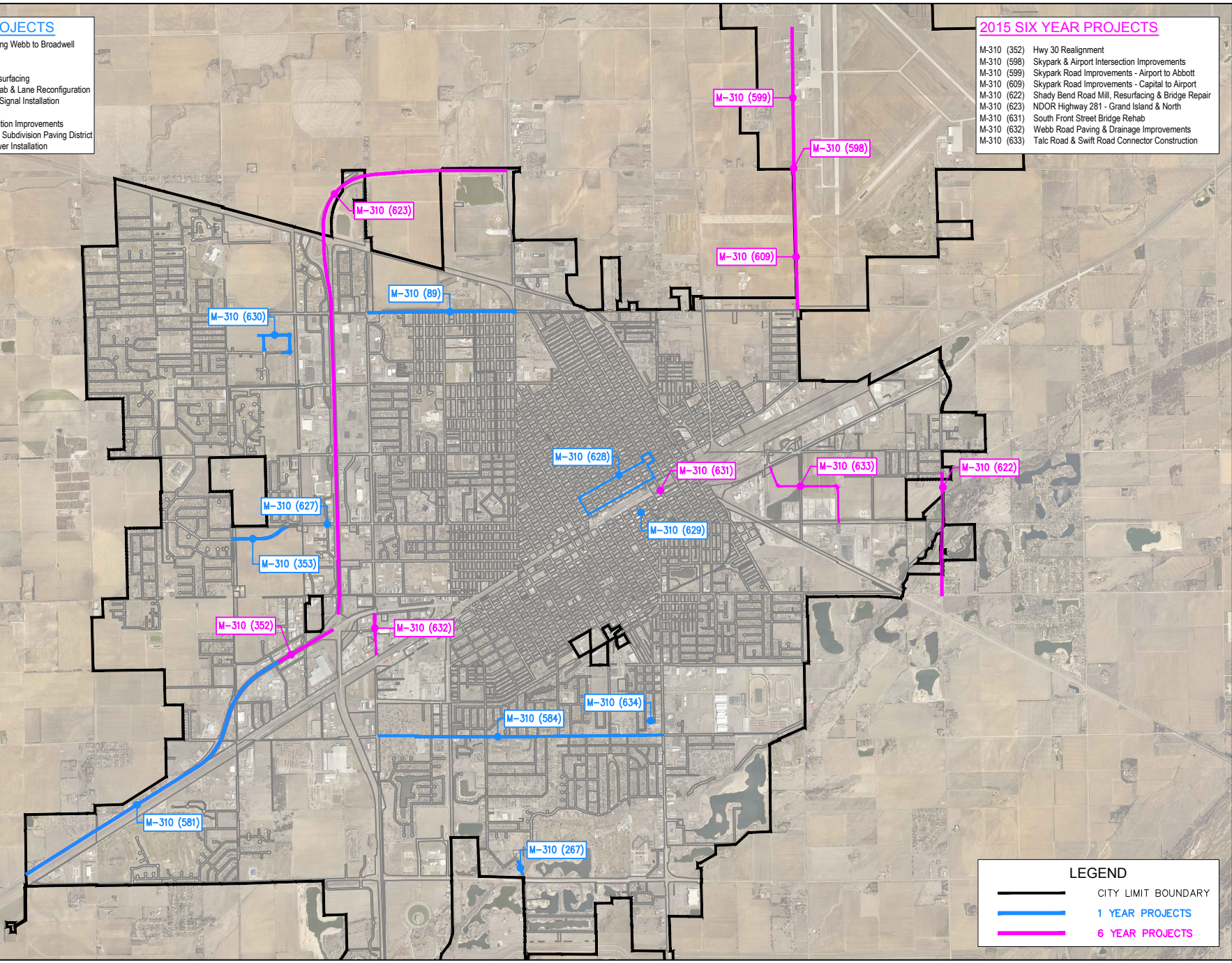
Approved as to Form	☐ _____
February 20, 2015	☐ City Attorney

2015 ONE YEAR PROJECTS

M-310 (89) Capital Avenue Widening Webb to Broadwell
M-310 (267) Blaine Street Bridges
M-310 (353) Faidley Ave Extension
M-310 (581) Highway 30 NDOR Resurfacing
M-310 (584) Stolley Park Road Rehab & Lane Reconfiguration
M-310 (627) Faidley & Diers Traffic Signal Installation
M-310 (628) 4th & 5th Street CDBG
M-310 (629) 3rd & Wheeler Intersection Improvements
M-310 (630) Sterling Estates Fourth Subdivision Paving District
M-310 (634) Delta Street Storm Sewer Installation

2015 SIX YEAR PROJECTS

M-310 (352) Hwy 30 Realignment
M-310 (598) Skypark & Airport Intersection Improvements
M-310 (599) Skypark Road Improvements - Airport to Abbott
M-310 (609) Skypark Road Improvements - Capital to Airport
M-310 (622) Shady Bend Road Mill, Resurfacing & Bridge Repair
M-310 (623) NDOR Highway 281 - Grand Island & North
M-310 (631) South Front Street Bridge Rehab
M-310 (632) Webb Road Paving & Drainage Improvements
M-310 (633) Talc Road & Swift Road Connector Construction



LEGEND

- CITY LIMIT BOUNDARY
- 1 YEAR PROJECTS
- 6 YEAR PROJECTS



Grand Island PUBLIC WORKS DEPARTMENT

SCALE: 1" = 5000'

DRAWN BY: M. SOTO
APPVD. BY: PUBLIC WORKS

Council Session - 2/24/2015

2015 CITY OF GRAND ISLAND

8. 6 YEAR STREET IMPROVEMENT PLAN



City of Grand Island

Tuesday, February 24, 2015

Council Session

Item I-6

#2015-61 - Consideration of Approving FTE Title Changes from Public Works Project Manager and Wastewater Project Manager to Engineer I for the Engineering Division of the Public Works Department

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

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

Council Agenda Memo

From: Terry Brown PE, Assistant Public Works Director

Meeting: February 24, 2015

Subject: Approving FTE Title Changes from Public Works Project Manager and Wastewater Project Manager to Engineer I for the Engineering Division of the Public Works Department

Item #'s: F-1 & I-6

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

Background

The Public Works Department is experiencing difficulty hiring some positions within the Engineering Division. The Wastewater Plant Project Manager and the Public Works Project Manager vacancies have been challenging to fill. Similar technical positions on the private and public sector have been very competitive and very much in demand.

Discussion

Discussions between Public Works and Human Resources indicate that a title change may attract more qualified applicants. While still in common use; the Project Manager title is not well defined. Qualifications range from virtually none to an experienced licensed engineer with project manager certification. It is likely that the title may be discouraging recent graduates who see the position as a higher end project manager, and the salary discourages experienced project managers who typically make much more. Altering the title to a better defined one commonly used may yield a candidate faster. The following title series is frequently used both in government and in the private sector, and the breakpoints are defined in statute:

1. Engineer 1 – BS in engineering from an accredited university. This provides the proper background for learning the type of project management needed by the City. This is a training level position and will require substantial support and supervision from more experienced Public Works staff.
2. Engineer 2 - Licensed Professional Engineer. A graduate with a BS in engineering is eligible to test for a professional engineering license after 4 years

post-graduation engineering experience. At this level the incumbent could legally perform all project management duties, and should have the capability to handle most, but would still require regular support from more experienced engineers.

3. Senior Engineer - Licensed Professional Engineer with 5 years of experience in infrastructure design and/or construction. At this point the incumbent would typically have 5 years of education and 10 years of experience; and should be able to independently deliver the types of projects usually constructed by the City, and be able to manage consultants effectively. Support from more experienced engineers would be needed for some complex issues.

The current Project Manager position description minimum requirements describe the Engineer 1 and express a preference for the Engineer 2. An examination of the salary range found that it is within the range normally offered to new graduates (ie. Engineer 1). There may be geographic or other personal preferences reducing the number of potential candidates, but the City should be able to attract a recent graduate to train.

With construction season looming it is critical that we fill this position as soon as possible. We would like to change the title of the Public Works Project Manager and Wastewater Plant Project Manager positions to Engineer 1, with the intent of bringing a title series at budget time when presumably the City has a new Human Resources Director.

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 FTE title changes from Public Works Project Manager and Wastewater Plant Project Manager to Engineer I and Engineer I for the Engineering Division of the Public Works Department.

Sample Motion

Move to approve the resolution.

RESOLUTION 2015-61

WHEREAS, the City approves the FTE's for each department as part of the budget process; and

WHEREAS, an amendment is required to allow changes to be made to the FTE schedule; and

WHEREAS, the Public Works Department has requested a reclassification of two (2) positions which will result in the deletion of one (1) FTE Public Works Project Manager and one (1) FTE Wastewater Plant Project Manager and the addition of two (2) FTE Engineer I.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor is hereby authorized to execute the FTE Amendment.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 24, 2015.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
February 20, 2015	☐ City Attorney



City of Grand Island

Tuesday, February 24, 2015

Council Session

Item J-1

Approving Payment of Claims for the Period of February 11, 2015 through February 24, 2015

The Claims for the period of February 11, 2015 through February 24, 2015 for a total amount of \$4,764,484.18. A MOTION is in order.

Staff Contact: William Clingman, Interim Finance Director