
City of Grand Island



Tuesday, July 14, 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 Keegan Crosby, Berean Bible Church, 4116 West Capital Avenue

Pledge of Allegiance

Roll Call

A - SUBMITTAL OF REQUESTS FOR FUTURE ITEMS

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

B - RESERVE TIME TO SPEAK ON AGENDA ITEMS

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



City of Grand Island

Tuesday, July 14, 2015

Council Session

Item E-1

Public Hearing on Request from GNS Corporation dba Git 'N Split, 3320 Langenheder Street for Class "D" Liquor License

Council action will take place under Resolutions item I-1.

Staff Contact: RaNae Edwards

Council Agenda Memo

From: RaNae Edwards, City Clerk

Meeting: July 14, 2015

Subject: Public Hearing on Request from GNS Corporation dba
Git ‘N Split, 3320 Langenheder Street for a Class “D”
Liquor License

Presenter(s): RaNae Edwards, City Clerk

Background

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

Declared Legislative Intent

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

Discussion

GNS Corporation dba Git ‘N Split, 3320 Langenheder Street has submitted an application for a Class “D” Liquor License. A Class “D” Liquor License allows for the sale of alcohol off sale inside the corporate limits of the city. They currently hold a Class “B” Liquor License which allows for beer off sale only. If approved this change would allow them to sell all types of alcohol off sale instead of just beer.

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

Also submitted with the application was a request from Jess Vetrovsky, 200 South Lasall Street, Beatrice, NE for a Liquor Manager Designation. Mr. Vetrovsky has completed a state approved alcohol server/seller training program.

Alternatives

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

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

Recommendation

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

Sample Motion

Move to approve the application for GNS Corporation dba Git 'N Split, 3320 Langenheder Street for a Class "D" Liquor License contingent upon final inspections and Liquor Manager Designation for Jess Vetrovsky, 200 South Lasall Street, Beatrice, NE.

06/27/15
16:38

Grand Island Police Department
LAW INCIDENT TABLE

Page: 450
1

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City : Grand Island
Occurred after : **:**:** **/**/****
Occurred before : **:**:** **/**/****
When reported : 14:15:00 06/26/2015
Date disposition declared : **/**/****
Incident number : L15062498
Primary incident number :
Incident nature : Liquor Lic Inv Liquor Lic Inv
Incident address : 3320 Langenheder
State abbreviation : NE
ZIP Code : 68803
Contact or caller :
Complainant name number :
Area location code : PCID Police - CID
Received by : Vitera D
How received :
Agency code : GIPD GIPD Grand Island Police Dept
Responsible officer : Vitera D
Offense as Taken :
Offense as Observed :
Disposition :
Misc. number : RaNae
Geobase address ID :
Long-term call ID :
Clearance Code : CL CL Case Closed
Judicial Status :
=====

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INVOLVEMENTS:

Px	Record #	Date	Description	Relationship
NM	42431	06/27/15	Vetrovsky, Jess D	Liquor Manager
NM	201828	06/27/15	Coffey, Larry W	Applicant
NM	201829	06/27/15	Coffey, Connie F	Larry's Spouse
NM	201830	06/27/15	Vik, Thomas C	Applicant
NM	201831	06/27/15	Vik, Christine E	Thomas' Spouse
NM	201832	06/27/15	Smetter, Sue A	Secretary
NM	201833	06/27/15	Vetrovsky, Cythia L	Jess' Spouse
NM	43755	06/26/15	Git N Split,	Business Involved

LAW INCIDENT CIRCUMSTANCES:

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Se Circu Circumstance code      Miscellaneous
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1  LT07  LT07 Convenience Store

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LAW INCIDENT NARRATIVE:

Grand Island Police Department
Supplemental Report

Date, Time: Sat Jun 27 15:31:58 CDT 2015

Reporting Officer: Vitera

Unit- CID

Git 'N Split currently has a Class B liquor license. They are requesting a change to a Class D liquor license. According to the Nebraska Liquor Control Commission's (NLCC) web site, Git 'N Split in Grand Island has had a liquor license for just over eleven years and has one sale to a minor. The NLCC's web site also lists a total of sixteen liquor licenses held by the GNS Corporation which is doing business as Git 'N Split, Discount City, and Cappy's.

Larry Coffey is listed as the president and CEO of GNS Corporation. He has lived in Nebraska since 1971. Larry's wife, Connie, has lived in Nebraska since 1986. She signed a Spousal Affidavit of Non Participation form.

Thomas Vik is listed as the V.P. of Finance for the GNS Corporation. He and his wife Christine have lived in Lincoln since 1992. Christine signed a Spousal Affidavit of Non Participation form.

Sue Smetter is listed as the secretary of the GNS Corporation. She has lived in Nebraska since 1985. She also signed a Spousal Affidavit of Non Participation form.

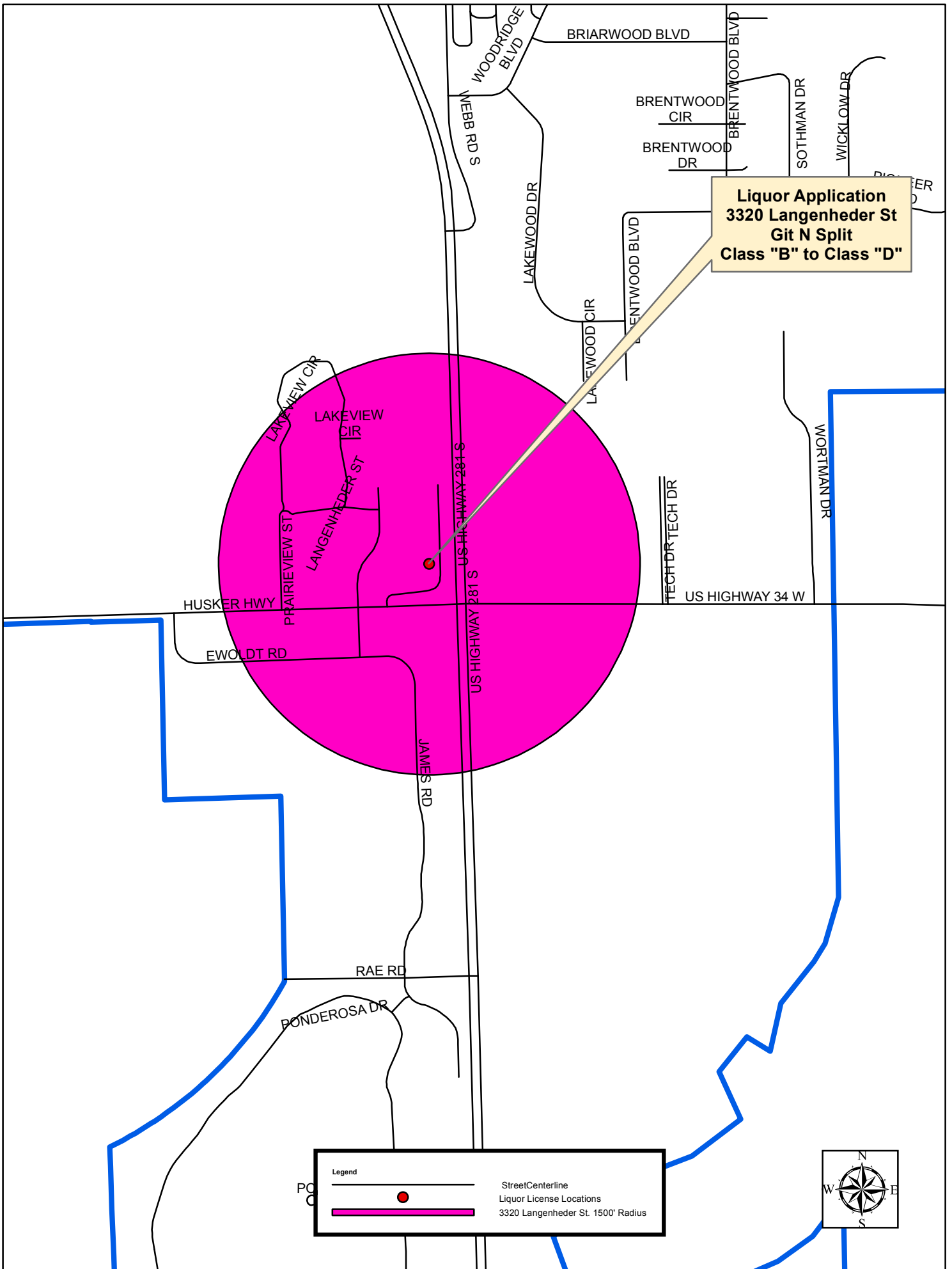
Jess Vetrovsky is applying to be the liquor manager. He has lived in Nebraska since 1974, and his wife, Cynthia, has lived in Nebraska since 1999. Cynthia signed a Spousal Affidavit of Non Participation form.

As far as the liquor license application goes, Thomas Vik is the only person who claimed any convictions. He stated that he was convicted of DUI in 1975. On the manager's application, Jess Vetrovsky disclosed that he was convicted of a DUI in 1978 and a DUI in 1979.

I checked all of the applicants, spouses, and liquor manager through Spillman and NCJIS. The only person who has an entry in Spillman is Jess Vetrovsky. He has a traffic contact, and he was contacted as a representative of Git 'N Split during a robbery investigation. Jess has eleven undisclosed traffic convictions in NCJIS. Cynthia Vetrovsky has one traffic conviction in NCJIS. Larry Coffey has four traffic and an open burning violation listed in NCJIS. Connie Coffey has one traffic conviction in NCJIS. Thomas Vik has a couple of additional DUI convictions. One occurred in 1973 and the other in 2001. He also has a reckless driving conviction in 1989. Christine Vik doesn't have any convictions listed in NCJIS. Sue Smetter has no convictions listed in NCJIS.

In summary, the applicants should have disclosed all of their convictions. With the exception of Thomas Vik's undisclosed DUI's and reckless driving convictions, all the other convictions are traffic-related. Thomas' undisclosed DUI's were fourteen and forty-two years ago. The reckless driving conviction was twenty-six years ago. While those charges are fairly serious, they were

quite a while ago and don't automatically preclude Git 'N Split from receiving/upgrading their license. In addition, GNS Corporation has sixteen existing licenses in Nebraska including the Git 'N Split in Grand Island which has a good record according to the information on the NLCC's web site. The Grand Island Police Department has no objection to Git 'N Split upgrading their current license to a Class D license or to Jess Vetrovsky being the liquor manager.





City of Grand Island

Tuesday, July 14, 2015

Council Session

Item E-2

Public Hearing on Request from YZ GYZ, LLC dba The Filling Station, 217 E. Stolley Park Road, Suite N for Class “C” Liquor License

Council action will take place under Resolutions item I-2.

Staff Contact: RaNae Edwards

Council Agenda Memo

From: RaNae Edwards, City Clerk

Meeting: July 14, 2015

Subject: Public Hearing on Request from YZ GYZ, LLC dba The Filling Station, 217 East Stolley Park Road, Suite N for a Class “C” Liquor License

Presenter(s): RaNae Edwards, City Clerk

Background

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

Declared Legislative Intent

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

Discussion

YZ GYZ, LLC dba The Filling Station, 217 East Stolley Park Road, Suite N has submitted an application for a Class “C” Liquor License. A Class “C” Liquor License allows for the sale of alcohol on and off sale inside the corporate limits of the city.

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

Also submitted with the application was a request from Shauna Forbes, 1314 Marshall Street, Wood River, NE for a Liquor Manager Designation.

After reviewing the Police Department report (see attached) it is recommended that the City Council deny this request based on not qualifying under Nebraska State Statute 53-125 and 53-132.

Alternatives

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

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

Recommendation

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

Sample Motion

Move to **deny** the application for YZ GYZ, LLC dba The Filling Station, 217 East Stolley Park Road for a Class "C" Liquor License based on not qualifying under Nebraska State Statute 53-125 and 53-132.

Grand Island Police Department

Supplemental Report

Date, Time: Sat Jun 27 08:42:00 CDT 2015

Reporting Officer: Vitera

Unit- CID

James Rayburn and Tyson Juhl are applying for a Class C LLC retail liquor license for a business called "The Filling Station." Shauna Forbes is applying to be the liquor manager. On the LLC insert form- 3b, it originally showed that James Rayburn would be a 55% owner, and Tyson Juhl would be a 45% owner. Those figures are scratched out and replaced with 75% for James and 25% for Tyson.

Tyson Juhl owned and operated a bar in Wood River called "The Filling Station." Tyson lost his business in Wood River. He failed to pay property taxes for several years. He defaulted on a \$200,000+ loan from the Hildreth State Bank, and the bank ended up losing the building to an investment company that paid Tyson's debt on the back taxes. Tyson has a history of being delinquent on other financial accounts as well.

Tyson also had trouble at his Wood River bar when Nebraska State Patrol (NSP) Investigator Dan Fiala cited him for not buying alcohol through a wholesaler. Within three hours of being cited by Investigator Fiala, Tyson went out and purchased more alcohol for his bar from retail outlets and totally disregarded the rules and regulations of the Nebraska Liquor Control Commission (NLCC) and what Investigator Fiala had just cited him for.

In December of 2014, Tyson applied for a liquor license for The Filling Station in Grand Island. He was the only person on the application, and he was going to be the liquor manager as well. For the reasons summarized above, the Grand Island Police Department recommended that the council not give local approval to his application, and the council denied his application. Tyson plead his case in front of the NLCC who also denied his application (Please see prior investigation for more details). Six months later, Tyson is again applying for a liquor license for The Filling Station. This time, he has a new company. He brought James Rayburn into it and will also have his girlfriend, Shauna Forbes be the liquor manager. Even though James Rayburn owns 75% of the company, it still appears to be Tyson's bar because the name, location, and theme (antique gas station memorabilia) are the same as his last application.

While perusing through the current application, one of the first things I noticed is that the application has been altered. On page three of Form 100 where it deals with the class of license, "Application Fee \$400 (non refundable)" is redacted. Form 100 page 5 has two redacted areas in the paragraph under

"Applicant Information" dealing with 53-125(5). The word "EVER" is blacked out along with "Include traffic violations." NSP Investigator Fiala and I met with Tyson and James on 7/7/15. Ralph Bradley (their attorney) was also present for some of the meeting. Nobody knew why some of the words in the application were redacted. It was assumed that the NLCC marked it up prior to sending it on to the City of Grand Island.

I also noticed that the applicants stated that they are not borrowing any money to establish and/or operate the business. Under a section asking about experience, James Rayburn listed JR's Mini Mart in Shelton, Wood River C Store, BJ's Liquor and JR's Mini Mart in Gibbon. Tyson Juhl listed Motor Inn in Shelton, Wood River C Store, and The Filling Station in Wood River. James has lived in Central Nebraska since at least 1996, and Tyson has lived in Central Nebraska since at least 2001.

In the convictions section, James listed two separate incidents with traffic convictions along with two dog at large convictions and a conviction for not having a dog vaccinated during the years between 1999 and 2011. Tyson Juhl listed twelve convictions between the years of 1996 and 2013 with convictions ranging from speeding to a couple of DUI's, a couple of MIP's, no operator's license, obstructing (juvenile), and acts declared unlawful.

I checked James and Tyson through Spillman and the Nebraska Criminal Justice Information System (NCJIS). James doesn't have anything out of the ordinary listed in Spillman, and no undisclosed convictions were located in NCJIS. The only minor discrepancy was one of the dog at large convictions listed on the application was listed as a dangerous dog in NCJIS.

The following is copied from my last investigation regarding Tyson's Spillman contacts. "I looked Tyson up in Spillman and found that he has thirty-four documented contacts with the police department and the Hall County Sheriff's Office. The vast majority of those contacts involve him reporting a crime for the C Store or The Filling Station in Wood River. There are a few scattered traffic contacts, some animal complaints against him, a code enforcement call against him, and he also pawned some property a little over two years ago." Since the investigation six months ago, Tyson has two additional contacts in Spillman. He was issued a correction for having a white light to rear and was contacted as a result of having a fire on the deck of his house.

NCJIS doesn't show any additional convictions since my last investigation six months ago. Please refer to my prior investigation for a list of Tyson's criminal convictions. It appears that the current application doesn't have any undisclosed convictions.

I checked a paid law enforcement-only database for James and Tyson. The information shows that James filed for Chapter 7 bankruptcy in 2007 and had a civil judgment against him in 2009. When interviewing James, he called Credit Management and asked if they are trying to collect money from him regarding the civil judgment. He was told that he owed them about \$6 in fees. James also mentioned that the primary reasons he filed for bankruptcy were his business ventures got too big too fast, and he got divorced.

I found that Tyson has a new pending civil suit against him by Credit Bureau Services out of Fremont which was filed on 2/17/15. It appears that a sign company in Grand Island is alleging that Tyson didn't pay them for work they performed. Tyson responded in writing and said that he paid the sign company half of the money up front and was going to pay the other half when the job was completed. He alleges that the job was never completed, so he didn't pay the other half. Please see my prior report for details on Tyson's financial situation including history of delinquent accounts.

I also did a general Internet search on James and Tyson. James' name is common enough, I had trouble attributing anything to him. I did find a facebook page for Tyson that didn't have anything derogatory on the public portion of it. I checked James and Tyson for warrants and also checked their driver's license status. Neither have outstanding warrants, and each has a valid Nebraska driver's license.

I checked James Rayburn and Tyson Juhl's history with their past liquor licenses through the NLCC. James is currently listed as the liquor manager for Abarrotes-Y-Novedades in Gibbon. The license was issued on 9/9/09. James has been the liquor manager the entire time. History of the license shows a sale to minors on 6/30/12 which resulted in a suspension of the license. Other than a couple of citations and suspensions for not renewing the license on time, I didn't see any other violations. James also had a liquor license at JR's Mini Mart in Shelton between 1994 and 2008. While acknowledging that it would be difficult to ensure that your employees at a convenience store are always properly checking ID's, James had his license suspended four separate occasions for selling to minors. James had a JR's Mini Mart in Gibbon between 2002 and 2009. I did not find any violations on that license. I could not find any history for the Wood River C Store or BJ's Liquor in Gibbon with James as the liquor license holder.

Tyson had a license for The Filling Station in Wood River where he had the issues with improperly buying alcohol and was cited twice by NSP Investigator Fiala. It appears he had that license for about one year. Tyson had a license for the Wood River C Store between 2008 and 2013. He had his license suspended for three days in 2010 for not renewing his license on time. He also had a license for the Motor Inn in Shelton in 2007. I found a document dated 10/23/07 saying he is buying out his partner effective 11/1/07. However, there is another document saying that Tyson is selling the business entirely to his partner on 11/5/07. With the ownership discrepancy, I'm not sure how long Tyson actually had this license, but there are no violations associated with it.

I spoke to Grand Island Line Safety Division Chief Fred Hotz on 7/9/15. Fred informed me that The Filling Station in Grand Island has requested three inspections (one for each liquor license application), and each time he went out, little to no progress was made on the violations that Fred said needed to be corrected. He also advised that each inspection has a fee of \$100. Nothing towards the \$300 worth of inspections fees have been paid at this time. When Fred inspected the business on 7/7/15, he initially met with James Rayburn and discussed the violations with him. James told Fred that he needed to talk to Tyson because "this was his deal."

After reviewing the liquor license application, I looked at Shauna Forbes' manager application. She lists the same address on the application as we show for Tyson in Spillman. Her application states that she

has lived in Central Nebraska for at least the last ten years. She has worked for Bandits since 2007 and CPI since 2014. For her convictions, she disclosed a MIP in '96 and a disturbing the peace in 2006.

I searched for Shauna in Spillman and NCJIS. She has an entry in Spillman, but most of what she has been involved in has been in the capacity of being a witness or victim. I didn't see anything that would preclude her from being a liquor manager. Shauna didn't have any undisclosed convictions in NCJIS.

I also checked Shauna through a paid law enforcement-only database which indicates that she filed for Chapter 7 bankruptcy in October of 2007. It also shows that she had a civil judgment against her in 2007, but there was a zero dollar amount and no disposition listed. I called the Hall County Court and found that the reason there is a zero dollar amount in the judgment amount is because Shauna filed for bankruptcy. I was not able to meet with Shauna and ask her why she filed for bankruptcy. I found a facebook page for Shauna with nothing derogatory on the public portion of it. Other than the obvious association with Tyson, Shauna could be a liquor manager.

On 7/9/15, I called James and told him that the police department is going to recommend that the council not give local approval to this application. I informed him that the recommendation for denial is centered around Tyson. I reiterated to James that it appears that his involvement in this process is simply to get Tyson Juhl a liquor license. James acknowledged that if Tyson could have gotten a license without him, he would have. James also said that he does see investment potential in the business, or he wouldn't have gotten involved. He went on to say that if the license doesn't get approved, the only money he will lose will be the application fee for the license and possibly some attorney fees.

James said he was committed to contributing \$10,000 to the business, but most of that was going towards inventory which won't be needed if no license is issued. James was pleasant and had a good attitude. He said if the license isn't approved, he still has a good full time job where he is currently training in Kearney at a Casey's General Store to be the manager of the Casey in Gibbon when it opens. He also confirmed that he is currently the liquor manager at the Abarrotes-Y-Novedades Mexican Restaurant in Gibbon. I told James that it doesn't appear he'll have much time to devote to The Filling Station, and he said he'll be there as much as possible.

In conclusion, this is Tyson Juhl's third attempt to get a liquor license for The Filling Station in Grand Island. The Grand Island Police Department recommended a denial on the first application. A minor reason for that denial was because Tyson didn't disclose the majority of his criminal convictions. Tyson withdrew his application before it went to the council. A couple of months later, he submitted a second application which included all of his criminal convictions. The police department recommended a denial because of Tyson's blatant disregard for the law and his financial irresponsibility. The council, and the NLCC denied his application.

The third application (current) shows that nothing has changed other than Tyson included James Rayburn on paper to help him get the license. The ownership of the company was originally 55% for James and 45% for Tyson. On the advice of their attorney, they changed the split to 75% for James, and 25% for Tyson. Contrary to the numbers, everything points towards this application overwhelmingly belonging to Tyson. The name, theme, and location of the bar are the same as before. Even though

James is a 75% owner, James' only financial contribution to this point is the liquor license application fee and possibly some of the attorney fees. James has a full time job and is also a liquor manager for a restaurant in Gibbon. Tyson's girlfriend is the proposed liquor manager. Other than potential profits for James in the future, this liquor license application, and this business belongs to Tyson; and Tyson has demonstrated that he is not fit and willing to adhere to the rules and regulations of the Nebraska Liquor Control Act which precludes him from receiving a license.

In addition to the reasons stated in my prior investigation which include Tyson's total disregard for the law by purchasing alcohol improperly, being cited for it, and then committing the very same offense less than three hours later, coupled with not paying property taxes for several years and defaulting on his business loan; Tyson has a new civil suit alleging that he didn't pay a local sign company for the work they completed. He also failed to pay for any of his inspections by the Grand Island Fire Department.

The Grand Island Police Department recommends that the council not give local approval to this application because of Tyson's history which shows a pattern of defiance and irresponsibility towards the law and other people's money which has continued through this application process.

The denial is based upon Nebraska State Statute 53-132 which says that the NLCC has to consider if the applicant for a liquor license can conform to the NLCC's rules and regulations. It states in part:

(2) A retail license, craft brewery license, or microdistillery license may be issued to any qualified applicant if the commission finds that (a) the applicant is fit, willing, and able to properly provide the service proposed within the city, village, or county where the premises described in the application are located, (b) the applicant can conform to all provisions and requirements of and rules and regulations adopted pursuant to the Nebraska Liquor Control Act, (c) the applicant has demonstrated that the type of management and control to be exercised over the premises described in the application will be sufficient to insure that the licensed business can conform to all provisions and requirements of and rules and regulations adopted pursuant to the act, and (d) the issuance of the license is or will be required by the present or future public convenience and necessity.

Tyson Juhl, doesn't qualify under subsection a, b, or c listed above. Plus, the NLCC has already decided that he shouldn't have a liquor license. The license should also be denied under 53-125. Classes of persons to whom no license issued. It states in part, "No license of any kind shall be issued to ...(2) a person who is not of good character and reputation in the community in which he or she resides..."

Grand Island Police Department

Supplemental Report

Date, Time: Fri Dec 19 10:52:11 CST 2014

Reporting Officer: Vitera

Unit- CID

I Received a Copy of a Class CK (beer, wine, distilled spirits, on and off sale along with catering) Retail Liquor License Application from Tyson Juhl for The Filling Station. In reviewing the application, I noticed that Tyson is the only person listed on the application. He included a report from the Nebraska State Patrol (NSP) to disclose his criminal convictions. He isn't borrowing any money to establish and/or operate the business, he has lived in Shelton and Wood River for at least the last ten years, and he has had three liquor licenses before. One license was for the Motor Inn Bar & Grill in Shelton between 2006 and 2007. Another license was held for the Wood River C Store between 2008 and 2013, and he recently had a license for The Filling Station in Wood River from 2013 until 12/6/14.

I looked Tyson up in Spillman and found that he has thirty-four documented contacts with the police department and the Hall County Sheriff's Office. The vast majority of those contacts involve him reporting a crime for the C Store or The Filling Station in Wood River. There are a few scattered traffic contacts, some animal complaints against him, a code enforcement call against him, and he also pawned some property a little over two years ago.

The NSP information that Tyson included about his criminal convictions included a conviction for MIP and speeding in 2000 and DUI in 2013. A check of the Nebraska Criminal Justice Information System (NCJIS) shows that Tyson has been convicted of:

Buffalo Co	3-1-96	No Valid Operator's License	Guilty plea in court
Buffalo Co	11-20-98	Speeding over 21mph	Transferred to Juv.
		DUI 1st Offense	Transferred to Juv.
		Drive Left of Center	Transferred to Juv.
		Drive on shoulder	Transferred to Juv.
		Obstructing a Peace Officer	Transferred to Juv.

Buffalo Co	1-11-99	Admission to all charges filed on 11-20-98 in Juvenile Court	
Buffalo Co	4-23-00	MIP	Guilty by waiver
Hamilton Co	9-7-00	Speeding 6-10 over	Guilty
Buffalo Co	10-23-00	Acts declared unlawful license	Guilty by waiver driving
Hall Co	08-08-01	MIP	Guilty by waiver
Buffalo Co	09-19-04	No Proof of Insurance	Guilty by waiver
Hall Co	06-05-05	Unlawful Display of Plates	Guilty by waiver
Hall Co	01-18-07	No Proof of Insurance	Guilty by waiver
Dawson Co	01-26-07	Improper/Defective Lighting	Guilty by waiver
Hall Co	08-28-10	Speeding 6-10mph over	Guilty by waiver
Hall Co	05-17-13	DUI 1st Offense	Guilty admit in court

NCJIS also shows that Tyson was involved in the following civil suits:

Phelps co	05-23-05	Tyson vs Brandon Schoenthal	Uncontested Default
Hall Co	02-24-06	Tyson vs Janet Beck	Dismissed by court
Hall Co	06-20-07	Tyson vs Brandon Proctor	Tried to court
Hall Co	06-20-07	Tyson vs Chris Ulrich	Tried to court
Hall Co	03-14-08	Tyson vs Keith Vogt	Settled
Phelps Co	04-16-07	Robert Worman vs Tyson	Dismissed by court
Hall Co	06-24-11	Amber Ottis vs Tyson	Settled/Dismissed by party
Hall Co	09-27-12	Credit Management vs Tyson	Settled/Dismissed by party (Heartland Disposal)
Hall Co	09-08-14	Capital One vs Tyson	Open as of 9-8-14
Hall Co	09-12-14	State Bank of Hildreth vs	Uncontested Default Tyson

Investigator Dan Fiala with the Nebraska State Patrol (NSP), and I met with Tyson at the proposed location of The Filling Station on 12/16/14 at 1000 hours. Investigator Fiala took the lead on this investigation because he had dealt with Tyson before when Tyson had The Filling Station in Wood River. In fact, prior to meeting with Tyson, Investigator Fiala gave me some history on his encounters with Tyson.

Investigator Fiala said that on 1/31/14, he followed up on a complaint he received from an employee at Sam's Club who knew Tyson, knew that Tyson had a liquor license, and knew that he was not supposed to be buying alcohol for his business from Sam's Club. Investigator Fiala gathered receipts and video evidence from Sam's and was told that Tyson purchased large amounts of alcohol on 1/28 and 1/30/14. The reporting party also told Investigator Fiala that she had been in contact with Tyson several times over the past few years where he was purchasing alcohol in large quantities presumably for his business.

Later that day after talking with the reporting party from Sam's Club and gathering evidence, Investigator Fiala spoke to Tyson about the information he had received. Tyson admitted to buying alcohol at Sam's and other retail establishments for his business several times and admitted that he knew it was wrong. Investigator Fiala issued Tyson an administrative citation for the improper purchase of alcohol.

On 5/15/14, Investigator Fiala contacted Tyson at The Filling Station regarding a couple of complaints he had received through the Nebraska Liquor Control Commission (NLCC) about beer bottles being thrown in the alley behind the business and loud noises and fights. While Investigator Fiala was addressing those complaints, he did a premise inspection. Investigator Fiala located and seized several receipts for alcohol purchases from Hy-Vee, Sam's and Wal-mart. Tyson acknowledged that the receipts were for alcohol he purchased for his business but said they were from purchases made prior to Investigator Fiala citing him on 1/31/14.

Also, while doing the premise inspection on 5/15/14, Investigator Fiala discovered that Tyson had one keg of beer in the "freezer" and asked Tyson if he had a keg registration book to which Tyson replied that he did not. Tyson said the keg was for someone who was having a graduation party on Saturday (two days later). Investigator Fiala explained to Tyson that he needed to put a registration sticker on the keg if he sold it to anyone outside the licensed premise.

Investigator Fiala found time to review the receipts five days later on 5/20/14. He discovered that one of the purchases was made approximately three hours after Investigator Fiala had cited Tyson on 1/31/14 for improperly purchasing alcohol. The other receipts were also date and time stamped after 1/31/14. On 5/20/14, Investigator Fiala spoke to Tyson about the receipts he had seized and pointed out to Tyson that the receipts indicated that Tyson went out and purchased alcohol illegally within hours of being cited for that very same thing. Tyson looked down, smiled, and told Investigator Fiala that the receipts were from before he was cited. Investigator Fiala knew Tyson was lying according to the receipts and by Tyson's physical mannerisms (indicating deception) when he made the denial. Investigator Fiala told Tyson that the date and time on the receipts compared to the date and time of the citation proved that Tyson was lying.

Investigator Fiala also discovered that the keg was gone, but there were no stickers missing from the registration book. When asked what happened to the keg, Tyson told Investigator Fiala that he took it to his house for personal use. When Investigator Fiala told Tyson he didn't believe him, Tyson exhibited the same physical mannerisms (looked down and smiled) as he did when he lied before about the

receipts. Investigator Fiala issued Tyson another citation for the improper purchase of alcohol. According to Investigator Fiala, Tyson pled guilty to each citation.

When Investigator Fiala and I met with Tyson on 12/16/14, Investigator Fiala asked Tyson if he ever had any delinquent financial accounts or obligations. Tyson said that he hadn't had any. He was asked a second time, he again said that he hadn't. Investigator Fiala then confronted Tyson about three civil proceedings (mentioned above) against him in Hall County. One involved the State Bank of Hildreth in 2014. When Tyson bought the building for The Filling Station in Wood River, he took out a loan from the State Bank of Hildreth for over \$200,000. According to Tyson, he was current on his loan payments. However, Tyson failed to pay property taxes on the building for four or five years. Tyson said he owed the County over \$20,000.

A business called Vandelay Investments "bought" Tyson's tax liability and paid the taxes. Tyson said that a representative from the Hildreth State Bank named Matt Mundorf could explain the situation better. On 12/17/14, Investigator Fiala and I spoke to Matt over the phone. He confirmed that Tyson owed back taxes and Vandelay Investments bought the debt. He further explained that Vandelay is able to make money by getting the principal plus interest back on their investment. If Tyson or the bank doesn't pay them by a certain time, Vandelay can go after the building at an auction. Vandelay did just that.

Certified mail was sent to Tyson and the State Bank of Hildreth. Tyson had no interest in reimbursing Vandelay, and according to Matt, one of their employees who received the certified letter failed to pass it along; and it went unnoticed. Therefore, the bank wasn't aware of the auction and had no representation present. Vandelay bought the building. The bank lost the building and the money they lent Tyson. When asked why he didn't mention this situation when asked about delinquent accounts, Tyson said he didn't think this situation applied.

Investigator Fiala also asked Tyson about a civil suit against him in 2014 involving Capital One. Tyson said that he has worked out a payment plan with Capital One, and the account is no longer delinquent. When asked why he didn't mention this one, Tyson said he just forgot about it. Tyson was also asked about a civil action against him in 2012 by Credit Management regarding a bill with Heartland Disposal. Tyson said he couldn't remember anything about this.

Tyson was asked about all of the convictions that he failed to disclose. Tyson said he paid for a criminal history report through the state patrol and thought that covered it. Tyson was confronted with the fact that the liquor license application asks the applicant to disclose all convictions including traffic. The instructions are very clear. It's easy to understand when someone forgets to disclose a couple of speeding tickets from years ago, but when Tyson's undisclosed convictions are compared with the state patrol printout, Tyson should have definitely seen the discrepancy. It's hard to sort out, but it appears that Tyson has at least a dozen undisclosed convictions.

In Summary, the Grand Island Police Department recommends that the council NOT give local approval to this application. According to Nebraska State Statute 53-132, the NLCC has to consider if the applicant for a liquor license can conform to the NLCC's rules and regulations. It states in part:

(2) A retail license, craft brewery license, or microdistillery license may be issued to any qualified applicant if the commission finds that (a) the applicant is fit, willing, and able to properly provide the service proposed within the city, village, or county where the premises described in the application are located, (b) the applicant can conform to all provisions and requirements of and rules and regulations adopted pursuant to the Nebraska Liquor Control Act, (c) the applicant has demonstrated that the type of management and control to be exercised over the premises described in the application will be sufficient to insure that the licensed business can conform to all provisions and requirements of and rules and regulations adopted pursuant to the act, and (d) the issuance of the license is or will be required by the present or future public convenience and necessity.

Based upon Investigator Fiala's contacts with Tyson Juhl, it doesn't appear that Tyson qualifies under subsection a, b, or c listed above. By lying to Investigator Fiala and breaking the law in the exact same manner three hours after being cited by Investigator Fiala, his failure to abide by the keg regulations after being told how to do it by Investigator Fiala, and his inability to properly manage his finances and debt obligations, Tyson has demonstrated that he is not fit and willing to conform to the rules and regulations of the Nebraska Liquor Control Act. Tyson also technically supplied a false application by not disclosing all of his convictions.

Nebraska Revised Statute 53-125

[Revised Statutes](#) » [Chapter 53](#) » 53-125

[53-124.15](#)

|
[53-126](#)

[Print Friendly](#)

53-125. Classes of persons to whom no license issued.

No license of any kind shall be issued to (1) a person who is not a resident of Nebraska, except in case of railroad, airline, or boat licenses, (2) a person who is not of good character and reputation in the community in which he or she resides, (3) a person who is not a citizen of the United States, (4) a person who has been convicted of or has pleaded guilty to a felony under the laws of this state, any other state, or the United States, (5) a person who has been convicted of or has pleaded guilty to any Class I misdemeanor pursuant to Chapter 28, article 3, 4, 7, 8, 10, 11, or 12, or any similar offense under a prior criminal statute or in another state, except that any additional requirements imposed by this subdivision on May 18, 1983, shall not prevent any person holding a license on such date from retaining or renewing such license if the conviction or plea occurred prior to May 18, 1983, (6) a person whose license issued under the Nebraska Liquor Control Act has been revoked for cause, (7) a person who at the time of application for renewal of any license issued under the act would not be eligible for such license upon initial application, (8) a partnership, unless one of the partners is a resident of Nebraska and unless all the members of such partnership are otherwise qualified to obtain a license, (9) a limited liability company, if any officer or director of the limited liability company or any member having an ownership interest in the aggregate of more than twenty-five percent of such company would be ineligible to receive a license under this section for any reason other than the reasons stated in subdivisions (1) and (3) of this section, or if a manager of a limited liability company licensee would be ineligible to receive a license under this section for any reason, (10) a corporation, if any officer or director of the corporation or any stockholder owning in the aggregate more than twenty-five percent of the stock of such corporation would be ineligible to receive a license under this section for any reason other than the reasons stated in subdivisions (1) and (3) of this section, or if a manager of a corporate licensee would be ineligible to receive a license under this section for any reason. This subdivision shall not apply to railroad licenses, (11) a person whose place of business is conducted by a manager or agent unless such manager or agent possesses the same qualifications required of the licensee, (12) a person who does not own the premises for which a license is sought or does not have a lease or combination of leases on such premises for the full period for which the license is to be issued, (13) except as provided in this subdivision, an applicant whose spouse is ineligible under this section to receive and hold a liquor license. Such applicant shall become eligible for a liquor license only if the commission finds from the evidence that the public interest will not be infringed upon if such license is granted. It shall be prima facie evidence that when a spouse is ineligible to receive a liquor license the applicant is also ineligible to receive a liquor license. Such prima facie evidence shall be overcome if it is shown to the satisfaction of the commission (a) that the licensed business will be the sole property of the applicant and (b) that such licensed premises will be properly operated, (14) a person seeking a license for premises which do not meet standards for fire safety as established

by the State Fire Marshal, (15) a law enforcement officer, except that this subdivision shall not prohibit a law enforcement officer from holding membership in any nonprofit organization holding a liquor license or from participating in any manner in the management or administration of a nonprofit organization, or (16) a person less than twenty-one years of age.

When a trustee is the licensee, the beneficiary or beneficiaries of the trust shall comply with the requirements of this section, but nothing in this section shall prohibit any such beneficiary from being a minor or a person who is mentally incompetent.

Nebraska Revised Statute 53-132

[Revised Statutes](#) » [Chapter 53](#) » 53-132

[53-131.01](#)

|
[53-133](#)

[Print Friendly](#)

53-132. Retail, craft brewery, or microdistillery license; commission; duties.

(1) If no hearing is required pursuant to subdivision (1)(a) or (b) of section [53-133](#) and the commission has no objections pursuant to subdivision (1)(c) of such section, the commission may waive the forty-five-day objection period and, if not otherwise prohibited by law, cause a retail license, craft brewery license, or microdistillery license to be signed by its chairperson, attested by its executive director over the seal of the commission, and issued in the manner provided in subsection (4) of this section as a matter of course.

(2) A retail license, craft brewery license, or microdistillery license may be issued to any qualified applicant if the commission finds that (a) the applicant is fit, willing, and able to properly provide the service proposed within the city, village, or county where the premises described in the application are located, (b) the applicant can conform to all provisions and requirements of and rules and regulations adopted pursuant to the Nebraska Liquor Control Act, (c) the applicant has demonstrated that the type of management and control to be exercised over the premises described in the application will be sufficient to insure that the licensed business can conform to all provisions and requirements of and rules and regulations adopted pursuant to the act, and (d) the issuance of the license is or will be required by the present or future public convenience and necessity.

(3) In making its determination pursuant to subsection (2) of this section the commission shall consider:

- (a) The recommendation of the local governing body;
- (b) The existence of a citizens' protest made in accordance with section [53-133](#);
- (c) The existing population of the city, village, or county and its projected growth;
- (d) The nature of the neighborhood or community of the location of the proposed licensed premises;
- (e) The existence or absence of other retail licenses, craft brewery licenses, or microdistillery licenses with similar privileges within the neighborhood or community of the location of the proposed licensed premises and whether, as evidenced by substantive, corroborative documentation, the issuance of such license would result in or add to an undue concentration of licenses with similar privileges and, as a result, require the use of additional law enforcement resources;

(f) The existing motor vehicle and pedestrian traffic flow in the vicinity of the proposed licensed premises;

(g) The adequacy of existing law enforcement;

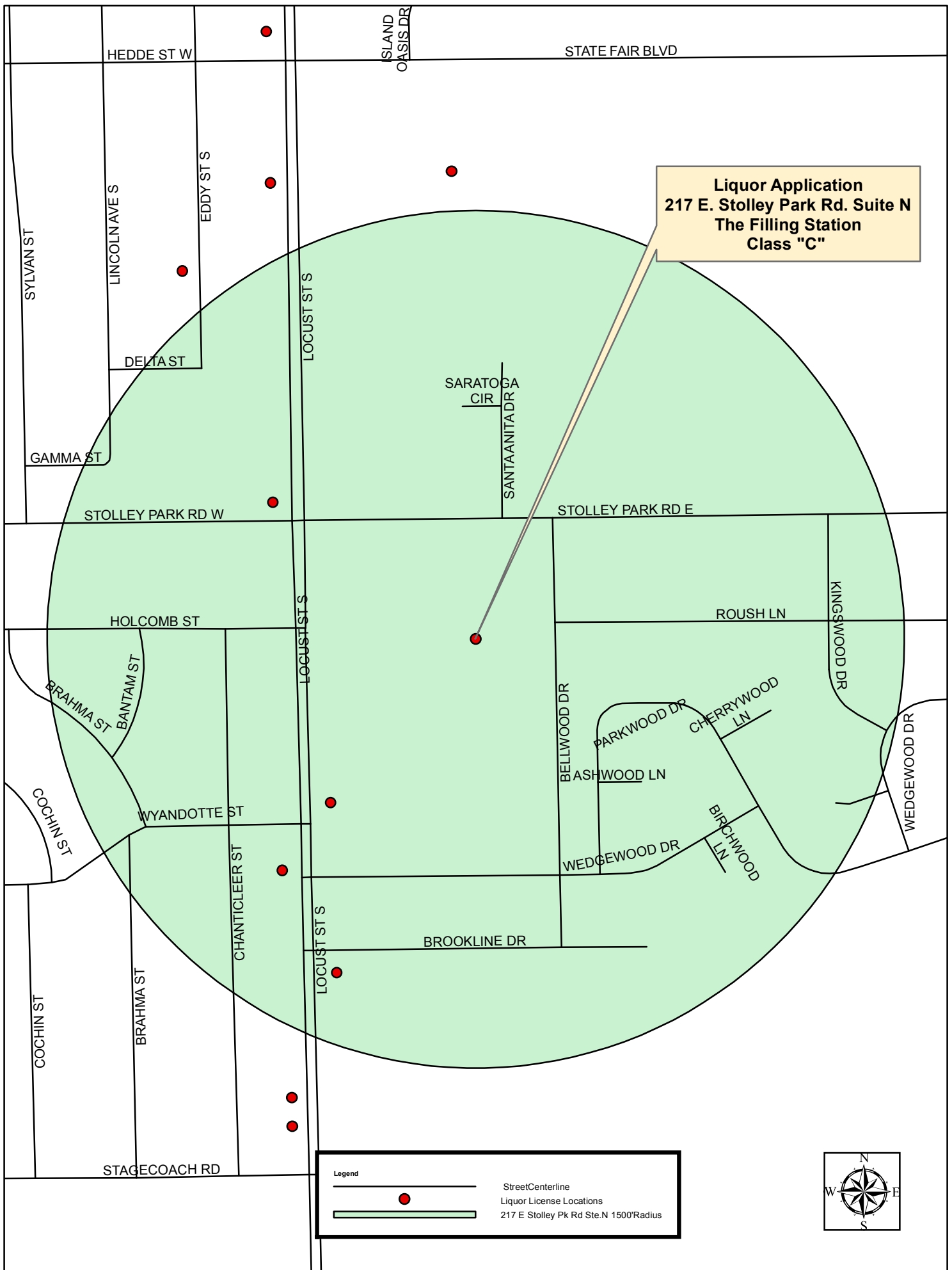
(h) Zoning restrictions;

(i) The sanitation or sanitary conditions on or about the proposed licensed premises; and

(j) Whether the type of business or activity proposed to be operated in conjunction with the proposed license is and will be consistent with the public interest.

(4) Retail licenses, craft brewery licenses, or microdistillery licenses issued or renewed by the commission shall be mailed or delivered to the clerk of the city, village, or county who shall deliver the same to the licensee upon receipt from the licensee of proof of payment of (a) the license fee if by the terms of subsection (6) of section [53-124](#) the fee is payable to the treasurer of such city, village, or county, (b) any fee for publication of notice of hearing before the local governing body upon the application for the license, (c) the fee for publication of notice of renewal as provided in section [53-135.01](#), and (d) occupation taxes, if any, imposed by such city, village, or county. Notwithstanding any ordinance or charter power to the contrary, no city, village, or county shall impose an occupation tax on the business of any person, firm, or corporation licensed under the act and doing business within the corporate limits of such city or village or within the boundaries of such county in any sum which exceeds two times the amount of the license fee required to be paid under the act to obtain such license.

(5) Each license shall designate the name of the licensee, the place of business licensed, and the type of license issued.





City of Grand Island

Tuesday, July 14, 2015

Council Session

Item E-3

Public Hearing on Request from Blender, LLC – Rick Johnson on behalf of Zella, LLC – Farhan Khan for a Conditional Use Permit for a Senior Living Facility located South of the Intersection of State Street and Ebony Lane

Council action will take place under Requests and Referrals item H-1.

Staff Contact: Craig Lewis

Council Agenda Memo

From: Craig Lewis, Building Department Director

Meeting: July, 14, 2015

Subject: Request of Blender LLC & Zella LLC, for Approval of a Conditional Use Permit to Allow Construction of a Senior Living Center at 1920 Sagewood Avenue

Presenter(s): Craig Lewis, Building Department Director

Background

This request is for the approval of a Conditional Use Permit to allow for the construction of a senior living center at 1920 Sagewood Avenue. The property is currently zoned R-4 High Density residential and as such senior living facilities are listed in the zoning regulations as a permitted conditional use requiring approval of the City Council.

The request is being submitted by Blender LLC, the current owners of the property with the expectation that upon approval the Zella LLC will become the owners and construct the proposed senior living facility.

Discussion

The property is currently part of an approximately 69 acre parcel proposed to be subdivided with the approval of Starlite Subdivision creating lots, one of 9.35 acres in which to build the proposed new facility. The proposal is to construct a 93 unit two story senior living center providing health and custodial care on a 24 hour basis, with the potential for an additional 70 units in the future. The facility will be constructed in conformance with the International Building and Fire Codes as an institutional occupancy classification. That classification provides life safety requirements in addition to those required in a residential dwelling.

A conditional use by definition is a use where allowed by the district regulations, that would not be appropriate generally throughout the zoning district without restrictions, but which, if controlled as to number, size, area, location, relationship to the neighborhood or other minimal protective characteristics would not be detrimental to public health, safety, and general welfare.

Alternatives

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

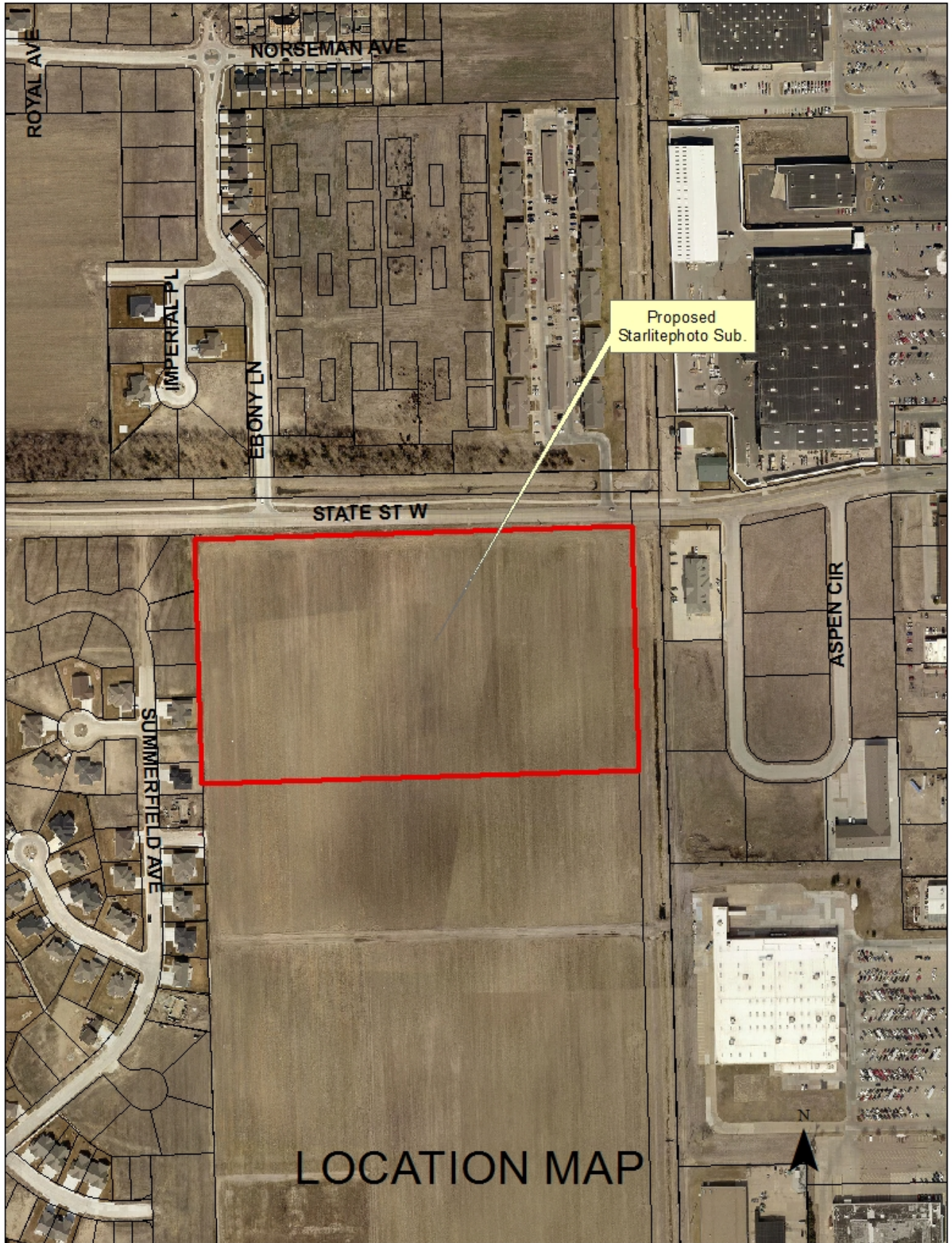
1. Approve the request for the Conditional Use Permit finding that the proposed application is and will continue to be in conformance with the purpose of the zoning regulations.
2. Disapprove or /Deny the Request, finding that the proposed application does not conform to the purpose of the zoning regulations.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

Recommendation

Approve the request, finding that the proposed use and application promotes the health, safety, and general welfare of the community, protects property against blight and depreciation, and is generally harmonious with the surrounding neighborhood.

Sample Motion

Move to approve the request for a Conditional Use Permit, finding that the application conforms with the purpose of the zoning regulations.



Conditional Use Permit Application

pc: Building, Legal, Utilities
Planning, Public Works

1. The specific use/construction requested is: SENIOR LIVING FACILITY
2. The owner(s) of the described property is/are: _____
3. The legal description of the property is: TBA, Lot 1 Starlight Subdivision
4. The address of the property is: TBD BY THE CITY 1920 Sagewood Ave.
5. The zoning classification of the property is: R4
6. Existing improvements on the property is: NONE
7. The duration of the proposed use is: PERPETUAL
8. Plans for construction of permanent facility is: RETIREMENT FACILITY
9. The character of the immediate neighborhood is: RESIDENTIAL w/ADULT COMMUNITY
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: TO ALLOW THE CONSTRUCTION OF A SENIOR LIVING FACILITY TO BE BUILT. ALSO SURFACE GARAGES.

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

6-23-15
Date

Blender LLC Rick S Johnson
Owners(s)

308-384-9457
Phone Number

Po Box 1664
Address

Grand Island NE 68802
City State Zip

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

Conditional Use Permit Application

pc: Building, Legal, Utilities
 Planning, Public Works

1. The specific use/construction requested is: SENIOR LIVING FACILITY
2. The owner(s) of the described property is/are: ZELLA LLC
3. The legal description of the property is: TBA, Lot 1 Starlight Subdivision
4. The address of the property is: TBD BY THE CITY 1920 Sagewood Ave
5. The zoning classification of the property is: R4
6. Existing improvements on the property is: NONE
7. The duration of the proposed use is: PERPETUAL
8. Plans for construction of permanent facility is: RETIREMENT COMMUNITY
9. The character of the immediate neighborhood is: RESIDENTIAL W/ADJACENT COMMUNITY
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: TO ALLOW THE CONSTRUCTION OF A SENIOR LIVING FACILITY TO BE BUILT. SURFACE GARAGES ALSO

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

6/22/15
Date

ZELLA LLC %/ FARIHAN KHAN
Owners(s)

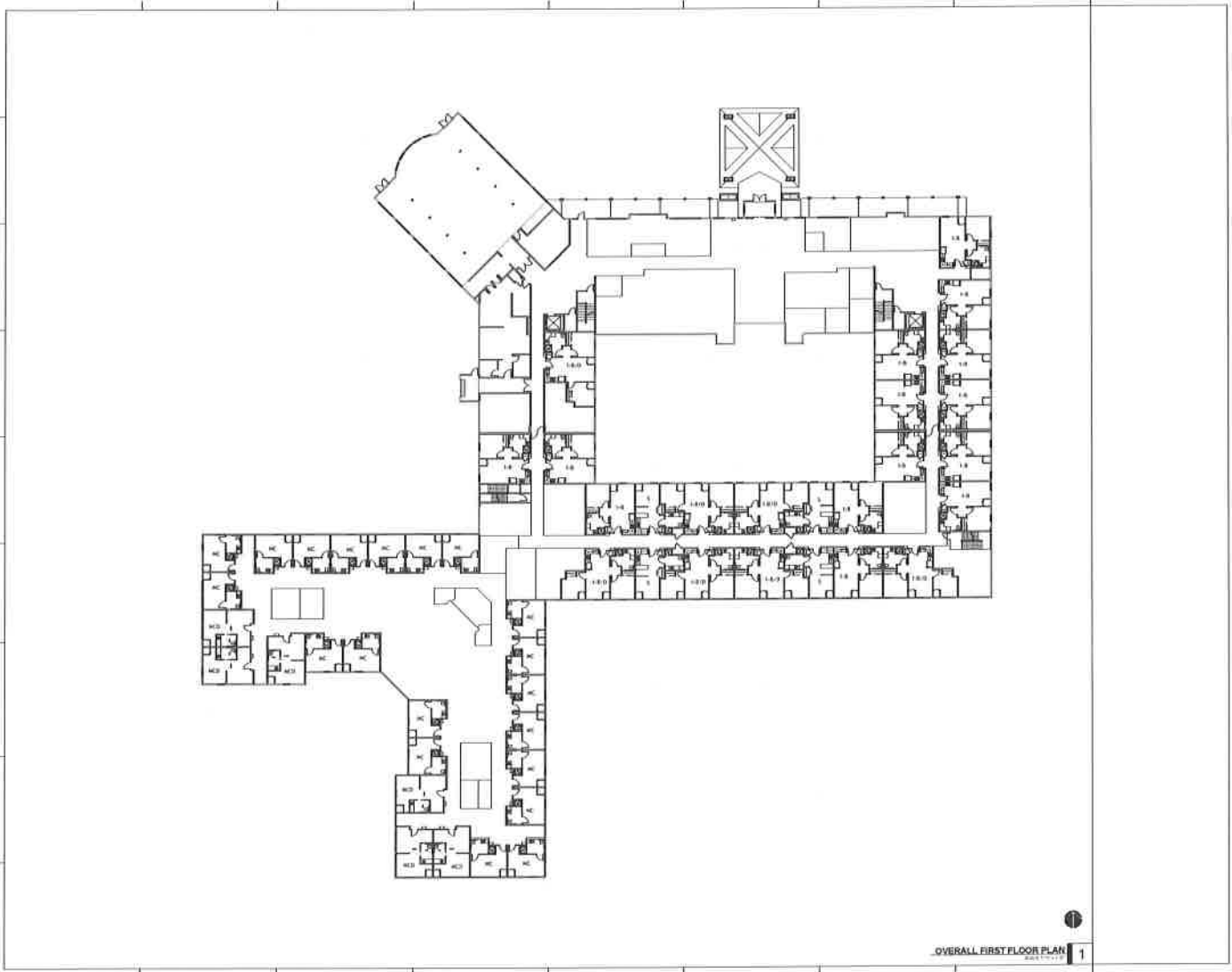
402.933-2561
Phone Number

11717 BURT ST. #102
Address

OMAHA NE 68154
City State Zip

[Signature]
 Farihan Khan
 JUN 22, 15

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



OVERALL FIRST FLOOR PLAN

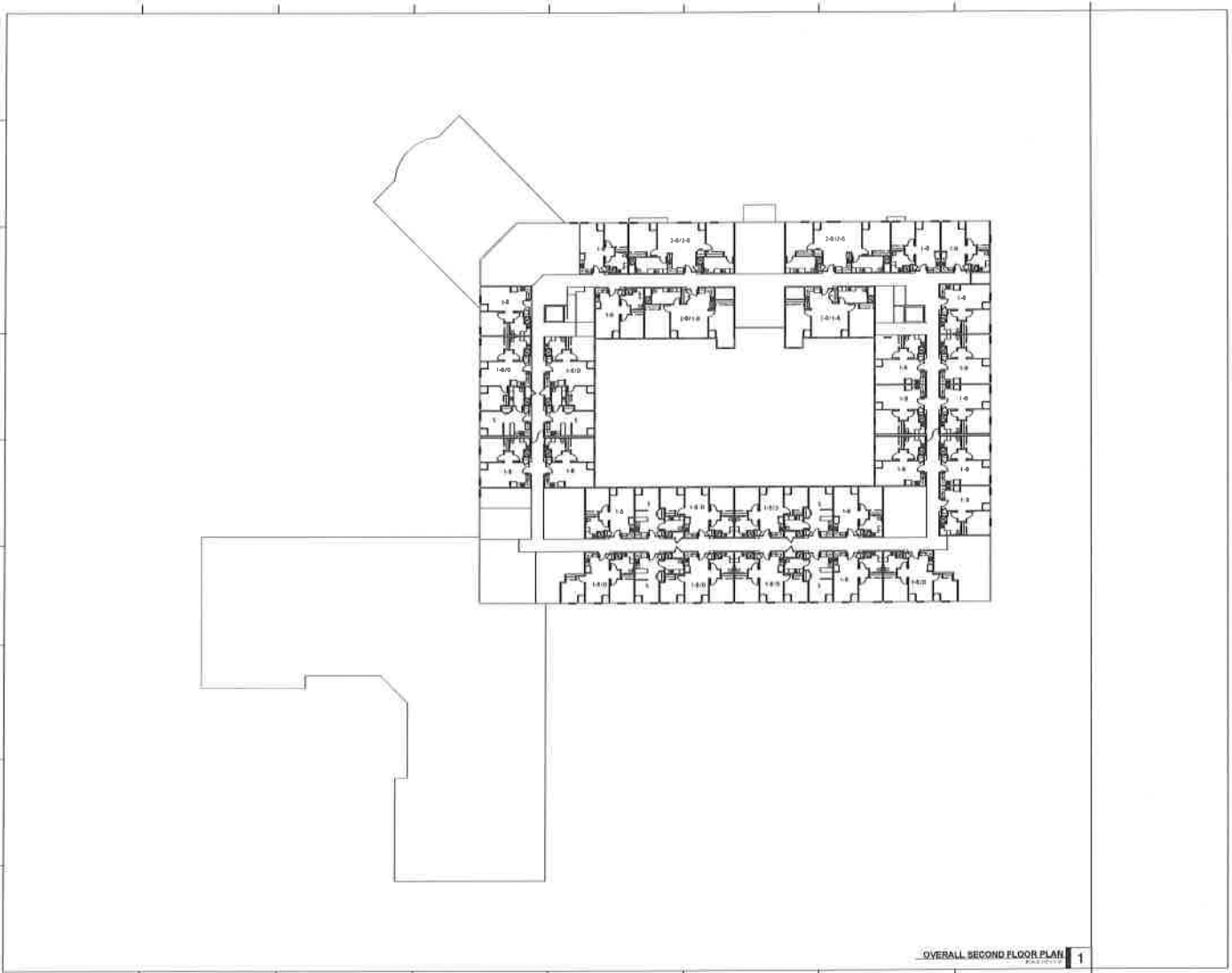


Heritage at Grand Island

New Construction
Grand Island, Nebraska



Project No.	100001
Project Name	Heritage at Grand Island
Client	City of Grand Island
Architect	Slaggie Architects
Scale	1/8" = 1'-0"
Date	7/14/2015
Sheet	A-101



OVERALL SECOND FLOOR PLAN



Heritage at Grand Island
New Construction
Grand Island, Nebraska



	lobby
	office
	conference
	storage
	mechanical
	utility
	rest
	janitor
	elevator
	stairs
	ramp

Project Set
Number 1
Overall
Second Floor Plan
A-102

ELEVATION KEY NOTES

- 1. EXTERIOR WALLS SHALL BE CONCRETE ON CMU BLOCK WITH 1/2" GYPSUM BOARD OVER.
- 2. EXTERIOR WALLS SHALL BE CONCRETE ON CMU BLOCK WITH 1/2" GYPSUM BOARD OVER.
- 3. EXTERIOR WALLS SHALL BE CONCRETE ON CMU BLOCK WITH 1/2" GYPSUM BOARD OVER.
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- 17. EXTERIOR WALLS SHALL BE CONCRETE ON CMU BLOCK WITH 1/2" GYPSUM BOARD OVER.
- 18. EXTERIOR WALLS SHALL BE CONCRETE ON CMU BLOCK WITH 1/2" GYPSUM BOARD OVER.
- 19. EXTERIOR WALLS SHALL BE CONCRETE ON CMU BLOCK WITH 1/2" GYPSUM BOARD OVER.
- 20. EXTERIOR WALLS SHALL BE CONCRETE ON CMU BLOCK WITH 1/2" GYPSUM BOARD OVER.
- 21. EXTERIOR WALLS SHALL BE CONCRETE ON CMU BLOCK WITH 1/2" GYPSUM BOARD OVER.
- 22. EXTERIOR WALLS SHALL BE CONCRETE ON CMU BLOCK WITH 1/2" GYPSUM BOARD OVER.
- 23. EXTERIOR WALLS SHALL BE CONCRETE ON CMU BLOCK WITH 1/2" GYPSUM BOARD OVER.
- 24. EXTERIOR WALLS SHALL BE CONCRETE ON CMU BLOCK WITH 1/2" GYPSUM BOARD OVER.
- 25. EXTERIOR WALLS SHALL BE CONCRETE ON CMU BLOCK WITH 1/2" GYPSUM BOARD OVER.
- 26. EXTERIOR WALLS SHALL BE CONCRETE ON CMU BLOCK WITH 1/2" GYPSUM BOARD OVER.
- 27. EXTERIOR WALLS SHALL BE CONCRETE ON CMU BLOCK WITH 1/2" GYPSUM BOARD OVER.
- 28. EXTERIOR WALLS SHALL BE CONCRETE ON CMU BLOCK WITH 1/2" GYPSUM BOARD OVER.
- 29. EXTERIOR WALLS SHALL BE CONCRETE ON CMU BLOCK WITH 1/2" GYPSUM BOARD OVER.
- 30. EXTERIOR WALLS SHALL BE CONCRETE ON CMU BLOCK WITH 1/2" GYPSUM BOARD OVER.
- 31. EXTERIOR WALLS SHALL BE CONCRETE ON CMU BLOCK WITH 1/2" GYPSUM BOARD OVER.

East Elevation 31

South Elevation 21

West Elevation 11

North Elevation 1



Heritage at Grand Island
 New Construction
 Grand Island, Nebraska



Project No. _____
 Revision No. _____
 Date _____

A-200



City of Grand Island

Tuesday, July 14, 2015

Council Session

Item E-4

Public Hearing on Acquisition of Utility Easement - 3041 N. Shady Bend Road - Ashe

Council action will take place under Consent Agenda item G-2.

Staff Contact: Tim Luchsinger, Utilities Director

Council Agenda Memo

From: Tim Luchsinger, Utilities Director

Meeting: July 14, 2015

Subject: Acquisition of Utility Easement – 3041 N. Shady Bend Road - Asche

Presenter(s): Timothy Luchsinger, Utilities Director

Background

Nebraska State Law requires that acquisition of property must be approved by City Council. The Utilities Department needs to acquire an easement relative to the property of Charles Asche, located through a part of the West Half of the Northwest Quarter (W ½, NW ¼), Section One (1), Township Eleven (11) North, Range Nine (9) West of the 6th P.M., Hall County, Nebraska (3041 N. Shady Bend Road), in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers.

Discussion

This easement will be used for a new primary underground electric cable, pad-mount transformer, and related appurtenances to serve a new residential acreage located at 3041 N. Shady Bend Road.

Alternatives

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

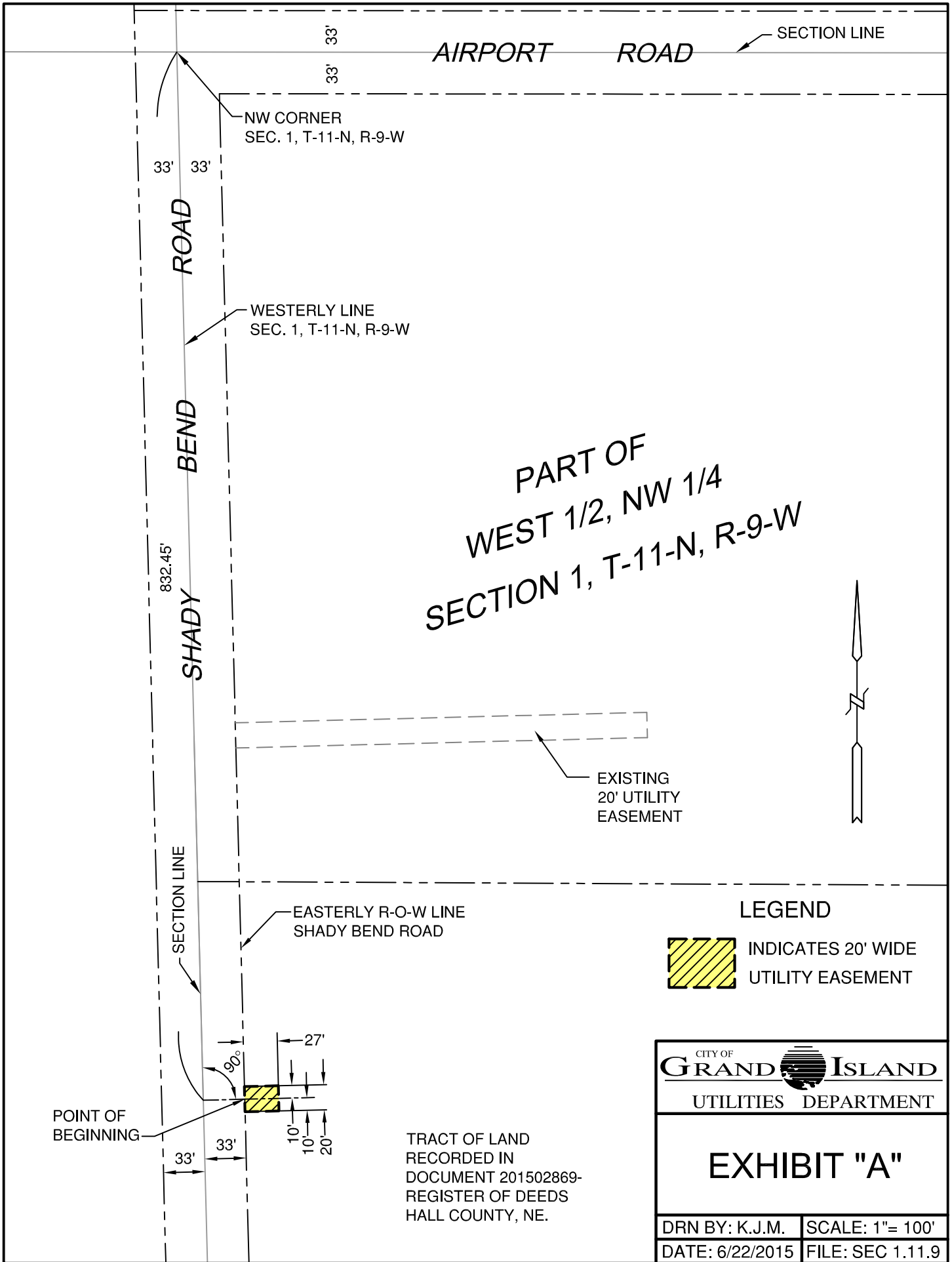
1. Make a motion to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

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

Sample Motion

Move to approve acquisition of the Utility Easement.



AIRPORT ROAD SECTION LINE

NW CORNER SEC. 1, T-11-N, R-9-W


WESTERLY LINE SEC. 1, T-11-N, R-9-W

PART OF WEST 1/2, NW 1/4 SECTION 1, T-11-N, R-9-W

EXISTING 20' UTILITY EASEMENT



LEGEND

 INDICATES 20' WIDE UTILITY EASEMENT

CITY OF GRAND ISLAND UTILITIES DEPARTMENT

EXHIBIT "A"

TRACT OF LAND RECORDED IN DOCUMENT 201502869- REGISTER OF DEEDS HALL COUNTY, NE.

DRN BY: K.J.M.	SCALE: 1"= 100'
DATE: 6/22/2015	FILE: SEC 1.11.9



City of Grand Island

Tuesday, July 14, 2015

Council Session

Item E-5

Public Hearing on Acquisition of Utility Easement - 5976 & 5700 S. Locust - Lilienthal

Council action will take place under Consent Agenda item G-3.

Staff Contact: Tim Luchsinger, Utilities Director

Council Agenda Memo

From: Tim Luchsinger, Utilities Director

Meeting: July 14, 2015

Subject: Acquisition of Utility Easement – 5976 & 5700 S. Locust St. – Lilienthal

Presenter(s): Timothy Luchsinger, Utilities Director

Background

Nebraska State Law requires that acquisition of property must be approved by City Council. The Utilities Department needs to acquire an easement relative to the property of Michael and Julie Lilienthal, located through a part of Lot One (1) of County Subdivision of Lots Five (5) and Six (6) in Section Nine (9), Township Ten (10) North, Range Nine (9) West of the 6th PM; and a part of Lot Seven (7) on Island in Section Nine (9) Township Ten (10) North, Range Nine (9) West of the 6th P.M., Hall County, Nebraska (5976 S. Locust Street and 5700 S. Locust Street) in Hall County, Nebraska, in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers.

Discussion

This easement will be used for primary underground power lines to serve the residence at 5976 S. Locust Street, and livestock facilities at 5700 S. Locust Street.

Alternatives

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

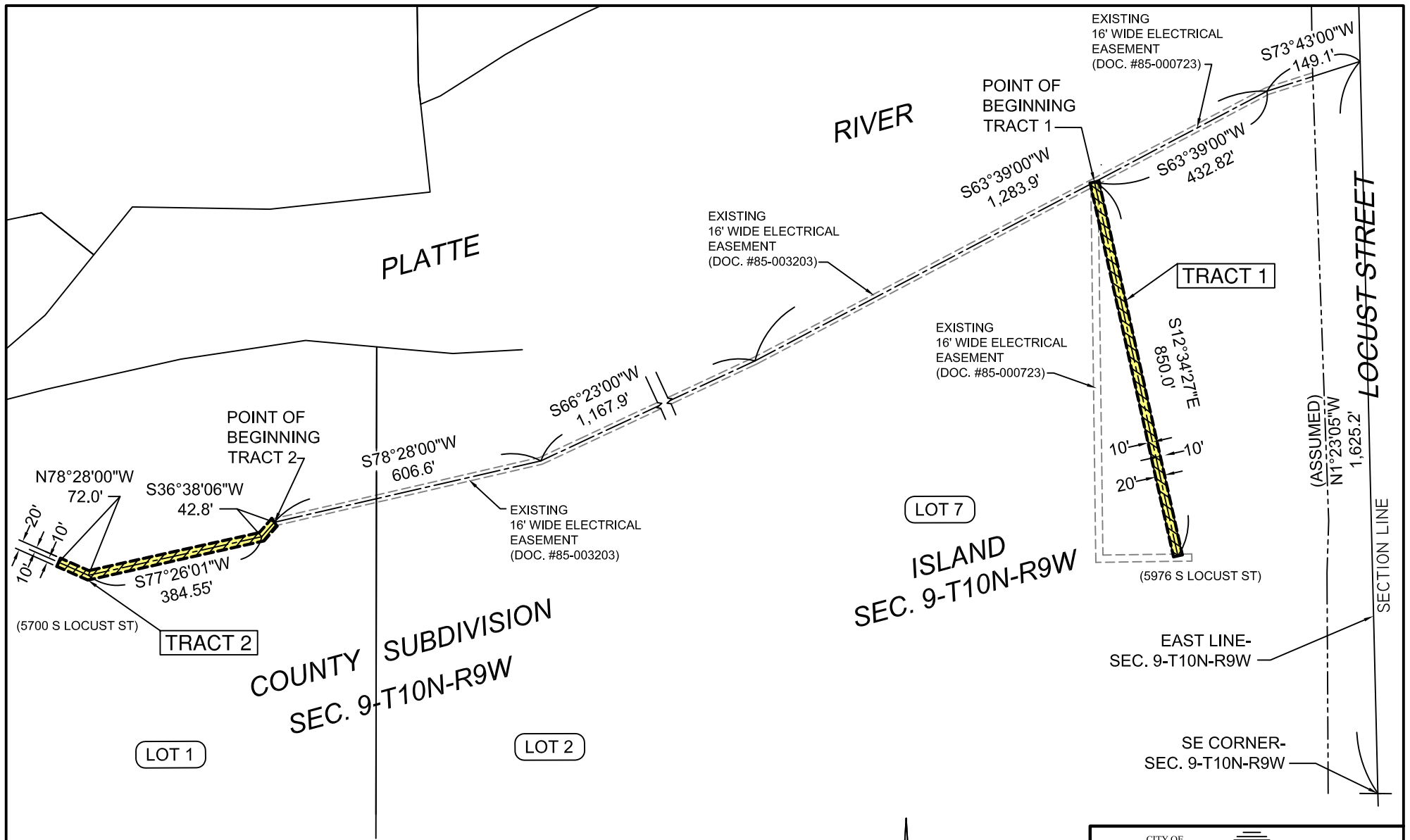
1. Make a motion to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation



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

Sample Motion

Move to approve acquisition of the Utility Easement.



LEGEND

-  INDICATES 20' WIDE UTILITY EASEMENT- TRACT 1
-  INDICATES 20' WIDE

CITY OF
GRAND ISLAND
 UTILITIES DEPARTMENT

EXHIBIT "A"



City of Grand Island

Tuesday, July 14, 2015

Council Session

Item E-6

**Public Hearing on Acquisition of Utility Easement - South of
Capital Avenue, West of Hwy. 281, North of Sterling Estates 3rd
Subdivision - Niedfelt Property Management**

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

Staff Contact: Tim Luchsinger, Utilities Director

Council Agenda Memo

From: Tim Luchsinger, Utilities Director

Meeting: July 14, 2015

Subject: Acquisition of Utility Easement – South of Capital Avenue, West of Highway 281, North of Sterling Estates 3rd Subdivision – Niedfelt Property Management Preferred LLC

Presenter(s): Timothy Luchsinger, Utilities Director

Background

Nebraska State Law requires that acquisition of property must be approved by City Council. The Utilities Department needs to acquire an easement relative to the property of Niedfelt Property Management Preferred LLC, located through a part of in the City of Grand Island, Hall County, Nebraska (south of Capital Avenue, west of Highway 281, north of Sterling Estates 3rd Subdivision), in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers.

Discussion

Construction is currently underway on the residential development of Sterling Estates 4th Subdivision, located east of Ebony Lane at the east end of Norseman Avenue. Additionally, the second phase of the apartment complex on the south side of Capital Avenue, being done on Sterling Estates 6th Subdivision, is about to commence.

An easement is required for extension of utility lines between the two developments. The area will allow for installation of water mains, sanitary sewer lines, and drainage infrastructure. As the area continues to be developed, the easement will be encompassed by the future Monarch Avenue roadway.

Alternatives

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

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

Recommendation

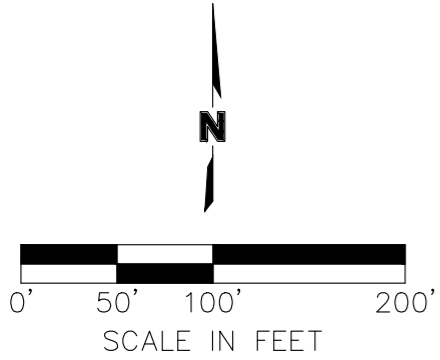
City Administration recommends that the Council approve the resolution for the acquisition of the easement for one dollar (\$1.00).

Sample Motion

Move to approve acquisition of the Utility Easement.

UTILITY EASEMENT

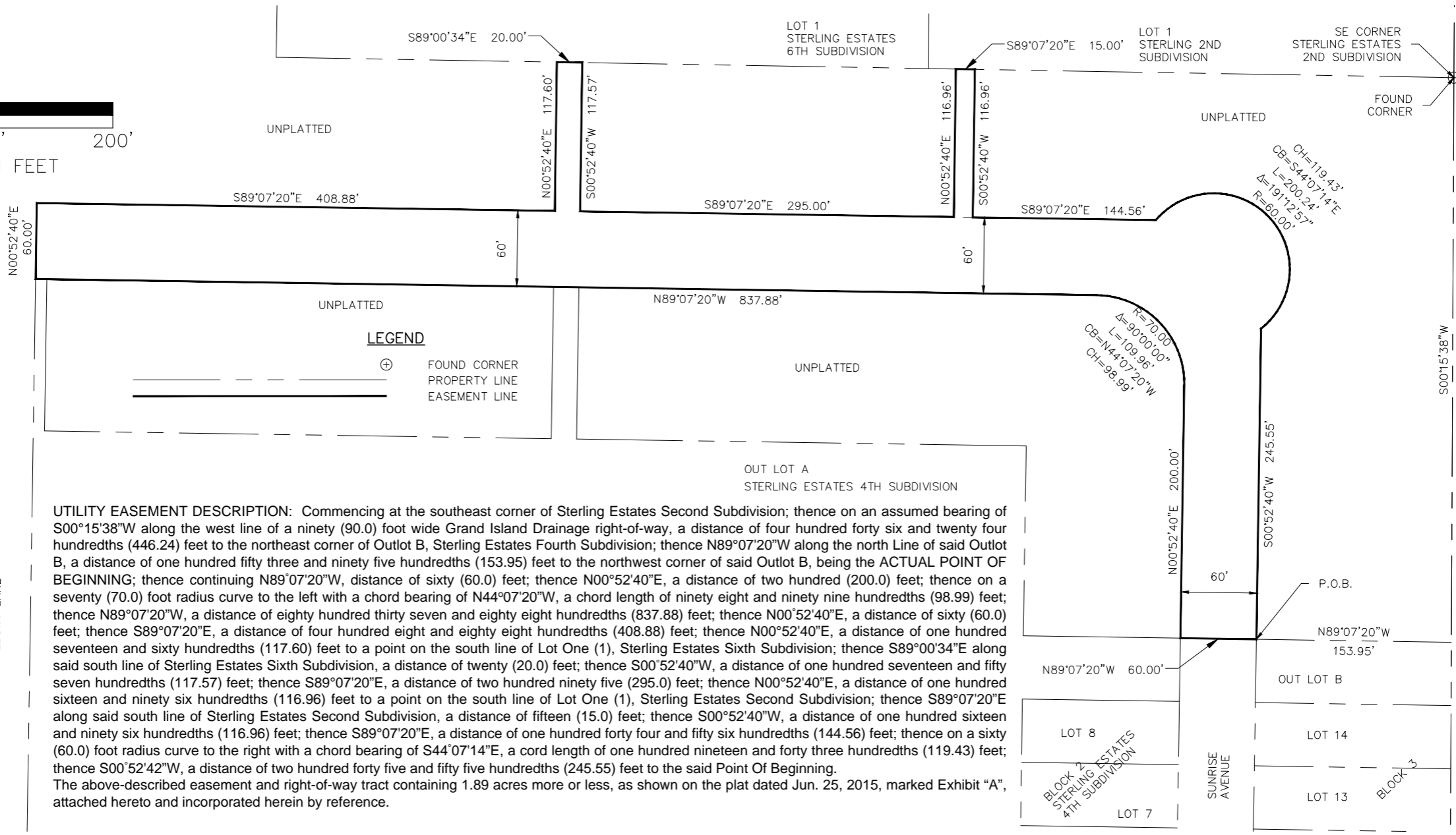
CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA



USER: lwheeler

DWC: F:\projects\014-1966\SRV\Final\014-1966_Utility Easements.dwg

DATE: Jun 25, 2015 10:15am XREFS: 014-1966_ROW



LEGEND

- FOUND CORNER
- PROPERTY LINE
- EASEMENT LINE

UTILITY EASEMENT DESCRIPTION: Commencing at the southeast corner of Sterling Estates Second Subdivision; thence on an assumed bearing of S00°15'38"W along the west line of a ninety (90.0) foot wide Grand Island Drainage right-of-way, a distance of four hundred forty six and twenty four hundredths (446.24) feet to the northeast corner of Outlot B, Sterling Estates Fourth Subdivision; thence N89°07'20"W along the north line of said Outlot B, a distance of one hundred fifty three and ninety five hundredths (153.95) feet to the northwest corner of said Outlot B, being the ACTUAL POINT OF BEGINNING; thence continuing N89°07'20"W, distance of sixty (60.0) feet; thence N00°52'40"E, a distance of two hundred (200.0) feet; thence on a seventy (70.0) foot radius curve to the left with a chord bearing of N44°07'20"W, a chord length of ninety eight and ninety nine hundredths (98.99) feet; thence N89°07'20"W, a distance of eighty hundred thirty seven and eighty eight hundredths (837.88) feet; thence N00°52'40"E, a distance of sixty (60.0) feet; thence S89°07'20"E, a distance of four hundred eight and eighty eight hundredths (408.88) feet; thence N00°52'40"E, a distance of one hundred seventeen and fifty seven hundredths (117.60) feet to a point on the south line of Lot One (1), Sterling Estates Sixth Subdivision; thence S89°00'34"E along said south line of Sterling Estates Sixth Subdivision, a distance of twenty (20.0) feet; thence S00°52'40"W, a distance of one hundred seventeen and fifty seven hundredths (117.57) feet; thence S89°07'20"E, a distance of two hundred ninety five (295.0) feet; thence N00°52'40"E, a distance of one hundred sixteen and ninety six hundredths (116.96) feet to a point on the south line of Lot One (1), Sterling Estates Second Subdivision; thence S89°07'20"E along said south line of Sterling Estates Second Subdivision, a distance of fifteen (15.0) feet; thence S00°52'40"W, a distance of one hundred sixteen and ninety six hundredths (116.96) feet; thence S89°07'20"E, a distance of one hundred forty four and fifty six hundredths (144.56) feet; thence on a sixty (60.0) foot radius curve to the right with a chord bearing of S44°07'14"E, a cord length of one hundred nineteen and forty three hundredths (119.43) feet; thence S00°52'42"W, a distance of two hundred forty five and fifty five hundredths (245.55) feet to the said Point Of Beginning. The above-described easement and right-of-way tract containing 1.89 acres more or less, as shown on the plat dated Jun. 25, 2015, marked Exhibit "A", attached hereto and incorporated herein by reference.

PROJECT NO:	2014-1966
DRAWN BY:	RAS
DATE:	05.05.2015

A UTILITY EASEMENT TRACT FOR THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA

Council Session 7/14/2015

701 4th Ave., Suite 2C
P.O. Box 885
Holdrege, NE 68949-0885
TEL 308.995.8706
FAX 308.995.8921





City of Grand Island

Tuesday, July 14, 2015

Council Session

Item E-7

Public Hearing on Acquisition of Utility Easement - 4160 Old Potash Highway - Hall County School District #2

Council action will take place under Consent Agenda item G-5.

Staff Contact: Tim Luchsinger, Utilities Director

Council Agenda Memo

From: Tim Luchsinger, Utilities Director

Meeting: July 14, 2015

Subject: Acquisition of Utility Easement – 4160 Old Potash Hwy.
– Hall County School District

Presenter(s): Timothy Luchsinger, Utilities Director

Background

Nebraska State Law requires that acquisition of property must be approved by City Council. The Utilities Department needs to acquire an easement relative to the property of Hall County School District 002 (Grand Island Public Schools), located through a part of the South Half of the Southeast Quarter (S ½, SE ¼), Section Fourteen (14), Township Eleven (11) North, Range Ten (10) West of the 6th PM, in the City of Grand Island, Hall County, Nebraska (4160 Old Potash Highway – Shoemaker Elementary School), in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers.

Discussion

The Grand Island Public School System is remodeling and expanding the Shoemaker Elementary School. As part of this project, new electrical gear is being installed. In order to serve this project, new high voltage power lines must be installed. The proposed easement will provide the Utilities Department with rights for operation, maintenance, and access for primary underground power lines, a pad-mount transformer, and related appurtenances.

Alternatives

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

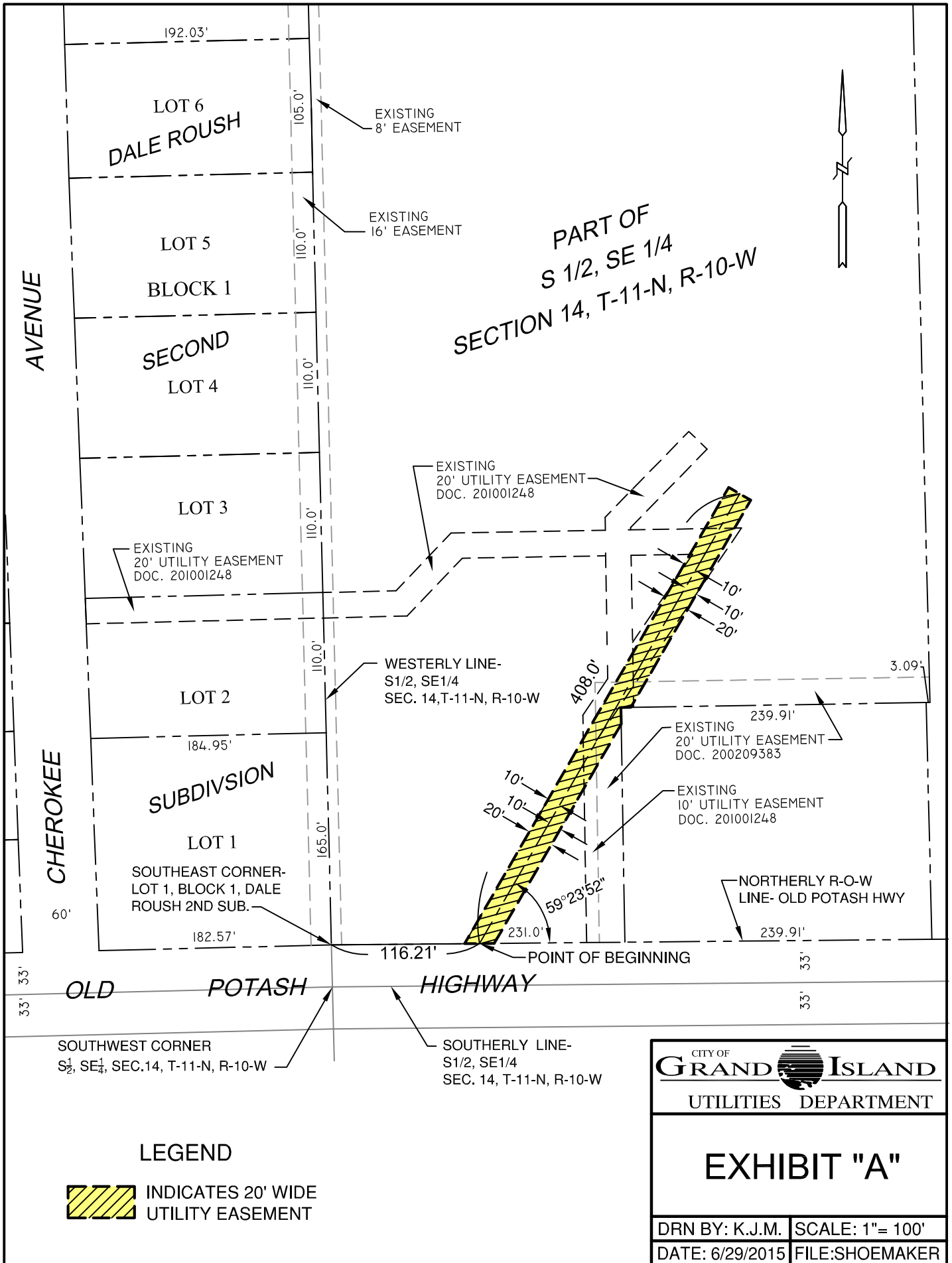
1. Make a motion to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

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

Sample Motion

Move to approve acquisition of the Utility Easement.



LEGEND

 INDICATES 20' WIDE UTILITY EASEMENT

CITY OF GRAND ISLAND UTILITIES DEPARTMENT	
EXHIBIT "A"	
DRN BY: K.J.M.	SCALE: 1" = 100'
DATE: 6/29/2015	FILE: SHOEMAKER



City of Grand Island

Tuesday, July 14, 2015

Council Session

Item E-8

Public Hearing on Contract Amendment for Community Development Block Grant 12-DTR-104

Council action will take place under Consent Agenda item G-16.

Staff Contact: Charley Falmlen

Council Agenda Memo

From: Charley Falmlen, Community Development Specialist

Meeting: July 14, 2015

Subject: Public Hearing on Contract Amendment Community Development Block Grant 12-DTR-104

Presenter(s): Charley Falmlen, Community Development Specialist

Background

In June 2013 the State of Nebraska Department of Economic Development awarded a \$350,000 Community Development Block Grant to the City of Grand Island for Downtown Revitalization. Originally the project was intended to provide improvements to KC Plaza and provide funding for a new Downtown Hotel. The scope of the project has changed. Project details are outlined below.

Discussion

The improvements to Kaufmann Cummings Plaza are well underway and currently scheduled to begin construction in July. But since the original grant application took place, The City of Grand Island discovered additional work needed to be done to the sewer portion of the Downtown Revitalization project. For this reason, there was a delay in the design of the project, as a project review was conducted and additional funding secured by the City of Grand Island.

The City of Grand Island has contributed an additional \$100,000 to the sewer portion of this project because of the growing support of the downtown initiative and because of the change in the scope of the sewer project. This additional funding will completely cover the cost of said portion of the project. For this reason the City would like you to consider moving \$60,000 from Storm Sewers and \$7,000 from Code Enforcement to Public Facilities, where it can be used to support the continued progress of Kaufmann Cummings Plaza. Matching funds will remain the same for each source.

Additionally, after receiving the Construction Documents and the contractor bids, it became clear that \$67,800 would be needed to complete the Architectural Barriers, as opposed to the originally proposed \$75,000. For this reason, we would like to move an additional \$7,200 from Architectural Barriers, into Public Facilities, as well.

Lastly, a grant was awarded to The Chocolate Bar for \$160,000, leaving \$8,000 in the Commercial Rehabilitation category unused. For this reason, we would like to transfer the remaining \$8,000 from Commercial Rehabilitation to Public Facilities

Original Contract Budget

Project Activities	CDBG Funds	City Match	TOTAL
Public Facilities	30,000	7,500	37,500
Storm Sewers	60,000	15,700	75,700
Arch. Barriers	75,000	18,700	93,700
Commercial Rehab.	168,000	42,000	210,000
Code Enforcement	7,000	1,750	8,750
General Admin	10,000	0	10,000
TOTAL	350,000	85,650	435,650

Proposed Contract Budget

Project Activities	CDBG Funds	City Match	TOTAL
Public Facilities	112,200	24,950	137,150
Arch. Barriers	67,800	18,700	86,500
Commercial Rehab	160,000	42,000	202,000
General Admin	10,000		10,000
TOTAL	350,000	85,650	435,650

A public hearing notice was published in *The Grand Island Independent* on July 1, 2015.

Alternatives

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

1. Move to approve Community Development Block Grant contract amendment
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 Community Development Block Grant contract amendment.

Sample Motion

Move to approve the Community Development Block Grant contract amendment and authorize the Mayor to sign all related documents.



City of Grand Island

Tuesday, July 14, 2015

Council Session

Item F-1

#9544 - Consideration of Annexation of Property being Platted as Stauffer Subdivision located at the Northwest Corner of Wildwood Drive and U.S. Highway 281 (Second Reading)

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission

Meeting: July 14, 2015

Subject: An Ordinance to include Stauffer Subdivision as an Addition to the City of Grand Island, Nebraska and the Adjoining Right-of -Way

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

Background

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

The Mitchell H. Stauffer Revocable Trust as the owners of the property, submitted Stauffer Subdivision as an Addition to the City of Grand Island. The Hall County Regional Planning Commission recommended approval of the subdivision at their meeting on June 10, 2015.

The Grand Island City Council considered and approved Ordinance #9544 on first reading at their meeting on June 23, 2015.

Discussion

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

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

No new residences or businesses will be added to the City as a result of this annexation. The existing business on the site was annexed by the City in 2002. This is an extension of the annexation to include all of the property in Stauffer Subdivision.

Alternatives

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

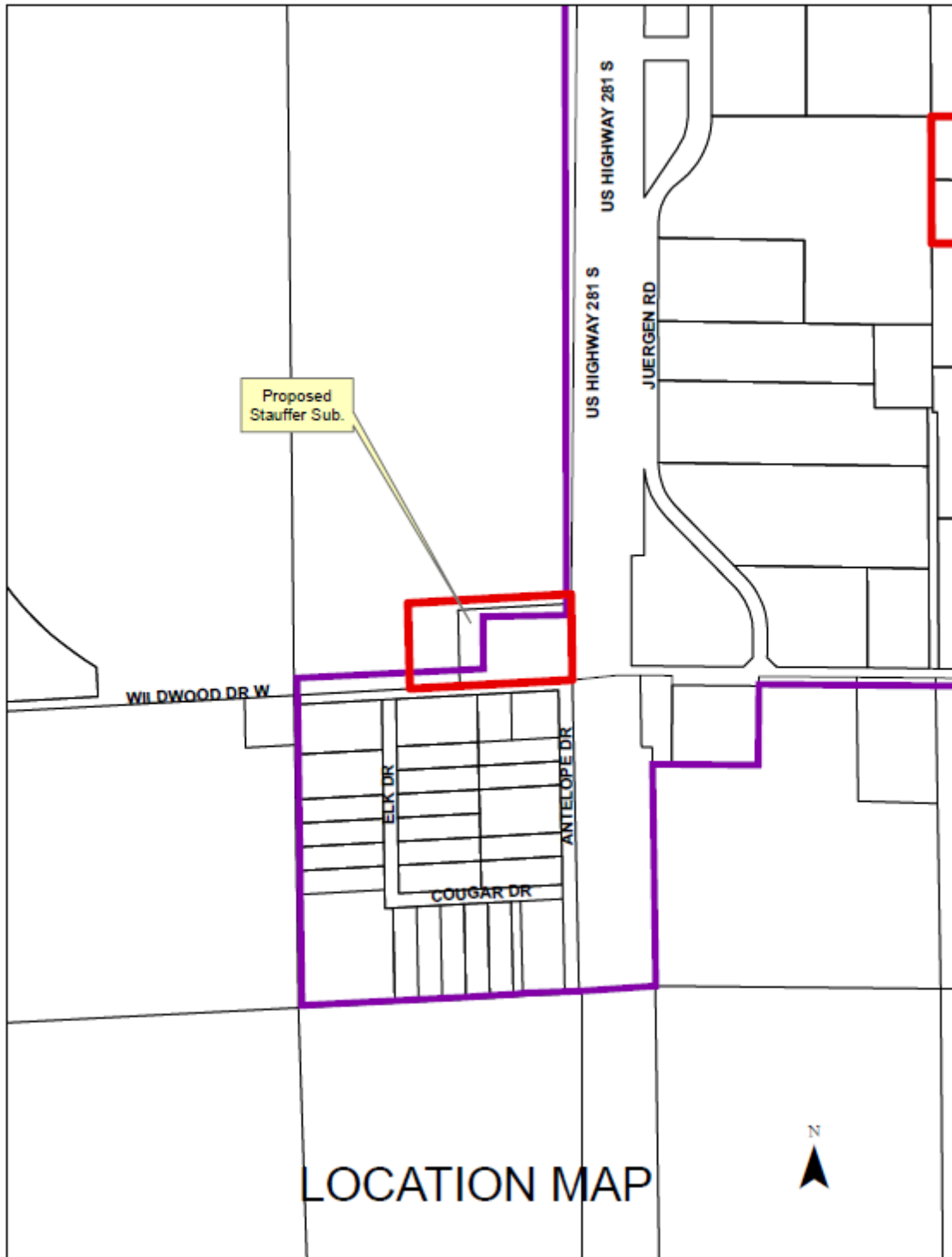
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council pass the annexation ordinance.

Sample Motion

Move to approve the annexation ordinance on second reading.



* This Space Reserved For Register of Deeds *

ORDINANCE NO. 9544

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

WHEREAS, Mitchell H. Stauffer Revocable Trust, as owner of the property submitted a plat of Stauffer Subdivision an Addition to the City of Grand Island for approval; and

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

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

Approved as to Form ☐ _____
July 10, 2015 ☐ City Attorney

ORDINANCE NO. 9544 (Cont.)

WHEREAS, a portion of this property was annexed by Grand Island City Council in 2002 and this annexation conforms to the new property lines created as a result of this subdivision; and

WHEREAS, on June 23, 2015 the City Council of the City of Grand Island considered such additional annexation:

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

SECTION 1. It is hereby found and determined that:

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

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

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

(D) There is unity of interest in the use of the said tract of land, lots, tracts, highways and streets (lands) with the use of land in the City, and the community convenience and welfare and in the interests of the said City will be enhanced through incorporating the subject land within the corporate limits of the City of Grand Island.

ORDINANCE NO. 9544 (Cont.)

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

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

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

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

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

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

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

ORDINANCE NO. 9544 (Cont.)

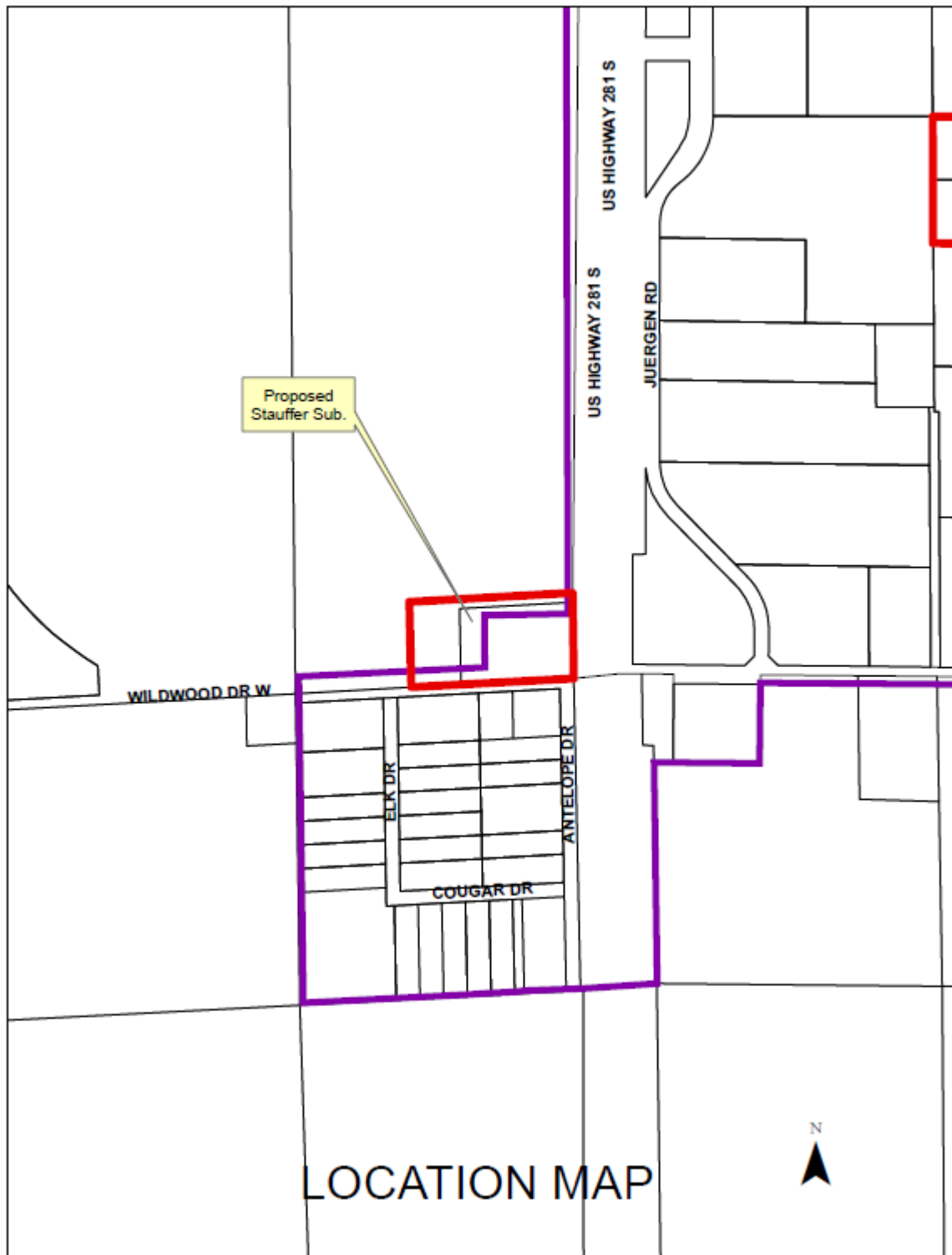
Enacted: July 14, 2015

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

ORDINANCE NO. 9544 (Cont.)



ORDINANCE NO. 9544 (Cont.)

Exhibit "A"

A tract of land comprising a part of the East Half of the Southeast Quarter (E1/2SE1/4), of Section One (1), Township Ten (10) North, Range Ten (10) West of the 6th. P.M., in Hall County, Nebraska, more particularly described as follows:

Beginning at the southeast corner of said East Half of the Southeast Quarter (E1/2SE1/4); thence running westerly on the south line of said East Half of the Southeast Quarter (E1/2SE1/4), on an Assumed Bearing of S87°53'32"W, a distance of Two Hundred Seventeen and Twenty Eight Hundredths (217.28) feet, to a point on the westerly right of way line of U.S. Highway No. 281 and to the ACTUAL Point of Beginning; thence continuing S87°53'32"W, on the south line of said East Half of the Southeast Quarter (E1/2SE1/4), a distance of Six Hundred Eighty Five and Ninety Eight Hundredths (685.98) feet; thence running N00°56'57"E, a distance of Three Hundred Sixty and Six Hundredths (360.06) feet; thence running N87°53'32"E, a distance of Six Hundred Eighty Five and Ninety Seven Hundredths (685.97) feet, to a point on the westerly right of way line of U.S. Highway No. 281; thence running S00°56'54"W, on the westerly right of way line of U.S. Highway No. 281, a distance of Three Hundred Sixty and Six Hundredths (360.06) feet, to the ACTUAL Point of Beginning and containing 5.662 acres more or less.



City of Grand Island

Tuesday, July 14, 2015

Council Session

Item F-2

#9545 - Consideration of Vacation of a Utility Easement Located in Luzenac Third Subdivision (Central Nebraska Transload, LLC)

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

Council Agenda Memo

From: Terry Brown PE, Assistant Public Works Director

Meeting: July 14, 2015

Subject: Consideration of Vacation of a Utility Easement Located in Luzenac Third Subdivision (Central Nebraska Transload, LLC)

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

Background

A utility easement was filed with Hall County Register of Deeds on July 7, 1983, as Document No. 83-003609, in Luzenac Third Subdivision. Such easement is not necessary to accommodate existing or proposed utilities and vacating it will support the development of this area.

Discussion

The developer/property owner, Central Nebraska Transload, LLC, is requesting to vacate such dedicated easement within Lot Two (2) of Luzenac Third Subdivision. There are no utilities currently within this easement that will be affected by this vacation. The attached sketch details the referenced easement to be vacated.

Alternatives

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

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

Recommendation

City Administration recommends that the Council pass an ordinance vacating the easement located in Lot Two (2), Luzenac Third Subdivision.

Sample Motion

Move to pass an ordinance vacating the easement.

ORDINANCE NO. 9545

An ordinance to vacate existing utility easement and to provide for filing this ordinance in the office of the Register of Deeds of Hall County, Nebraska; 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. That an existing utility easement located in part of Lot Two (2), Luzenac Third Subdivision, in the City of Grand Island, Nebraska, more particularly described as follows:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 2, LUZENAC SECOND SUBDIVISION; THENCE WEST ALONG THE SOUTH LINE OF SAID LOT 2, LUZENAC SECOND SUBDIVISION, A DISTANCE OF 24.85 FEET TO A POINT BEING THE POINT OF BEGINNING OF THE CENTERLINE OF A 20' EASEMENT; THENCE SOUTH PARALLEL WITH THE EAST LINE OF LOT 2, LUZENAC THIRD SUBDIVISION AND BEING 80 FEET WEST OF SAID LINE A DISTANCE OF 661'± TO A POINT OF TERMINATION. SAID EASEMENT CONTAINS A CALCUALTED AREA OF 13,222.57 SQUARE FEET OR 0.304 ACRES MORE OR LESS.

is hereby vacated. Such easement to be vacated is shown and more particularly described on Exhibit A attached hereto.

SECTION 2. The title to the property vacated by Section 1 of this ordinance shall revert to the owner or owners of the real estate upon which the easement is located.

Approved as to Form	▣ _____
July 10, 2015	▣ City Attorney

ORDINANCE NO. 9545 (Cont.)

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

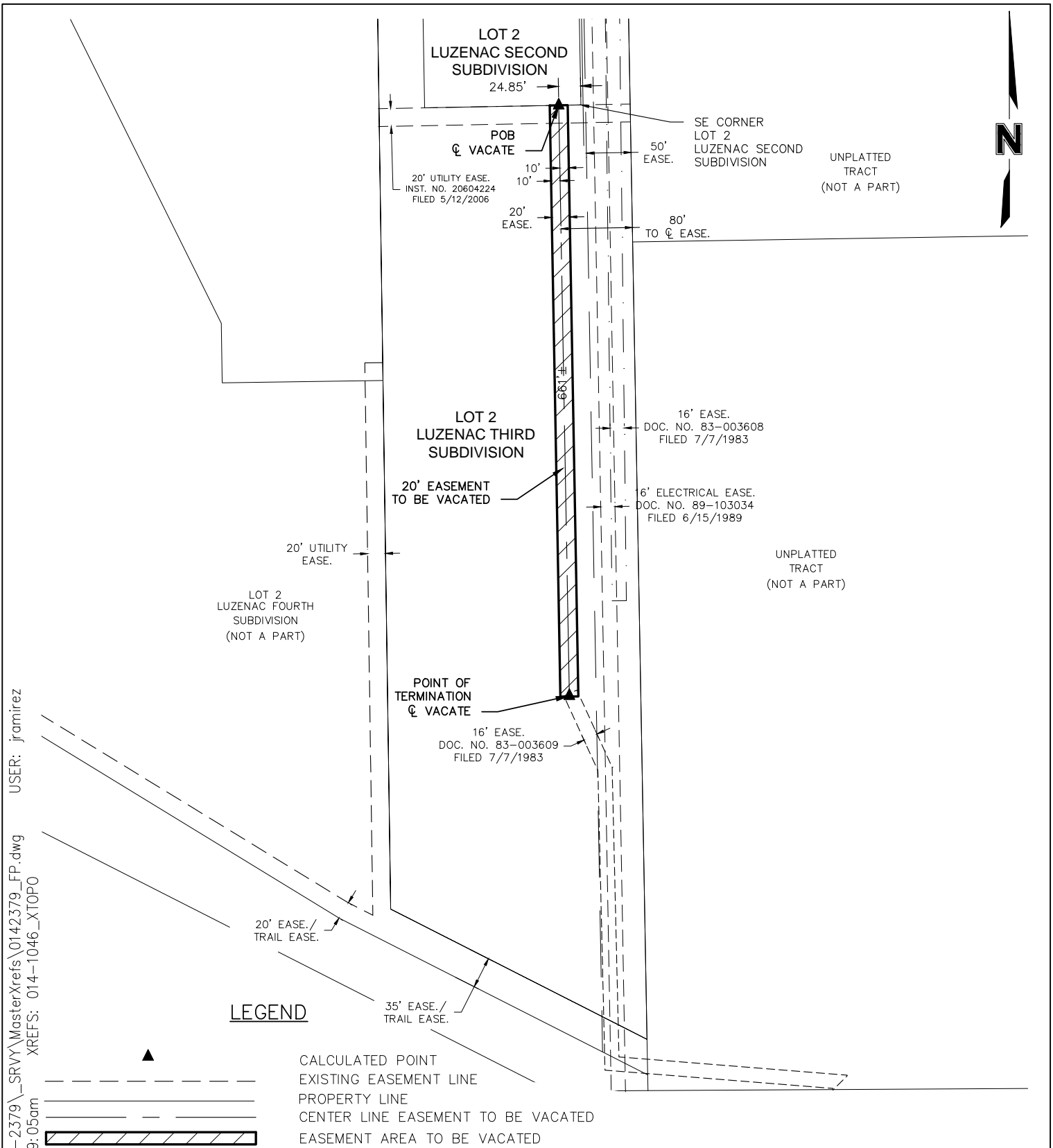
SECTION 4. This ordinance shall be in force and take effect from and after its passage and publication, within fifteen days in one issue of the Grand Island Independent as provided by law.

Enacted: July 14, 2015

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk



USER: jramirez
 DWG: F:\projects\014-2379\SRVY\MasterXrefs\0142379_FP.dwg
 DATE: Jul 07, 2015 9:05am
 XREFS: 014-1046_XTOFO

EASEMENT VACATION

AN EASEMENT LOCATED IN PART OF LOT 2, LUZENAC THIRD SUBDIVISION, IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING THE SOUTHEAST CORNER OF LOT 2, LUZENAC SECOND SUBDIVISION; THENCE WEST ALONG THE SOUTH LINE OF SAID LOT 2, LUZENAC SECOND SUBDIVISION, A DISTANCE OF 24.85 FEET TO A POINT BEING THE POINT OF BEGINNING OF THE CENTERLINE OF A 20' EASEMENT; THENCE SOUTH PARALLEL WITH THE EAST LINE OF LOT 2, LUZENAC THIRD SUBDIVISION AND BEING 80 WEST OF SAID LINE A DISTANCE OF 661'± TO A POINT OF TERMINATION.

SAID EASEMENT CONTAINS A CALCULATED AREA OF 13,222.57 SQUARE FEET OR 0.304 ACRES MORE OR LESS.

PROJECT NO: 2014-2379	EASEMENT VACATION	MOLSSON ASSOCIATES	201 East 2nd Street P.O. Box 1072 Grand Island, NE 68802-1072 TEL 308.384.8750 FAX 308.384.8752	EXHIBIT
DRAWN BY: JMR				1
DATE: 02.23.2015				



City of Grand Island

Tuesday, July 14, 2015

Council Session

Item F-3

**#9546 - Consideration of Creation of Street Improvement District
No. 1262; Sterling Estates 4th Subdivision - Ebony Lane**

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

Council Agenda Memo

From: Terry Brown PE, Assistant Public Works Director

Meeting: July 14, 2015

Subject: Consideration of Creation of Street Improvement District No. 1262; Sterling Estates 4th Subdivision – Ebony Lane

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

Background

Council action is needed to create a Street Improvement District. If the District is created, a notice will be mailed to all affected property owners and a 20-day protest period will begin. If the district passes the protest and the Council continues the district, plans will be prepared. The City will then bid, construct, and levy special assessments for the work.

Discussion

The City and Developer have been in contact regarding this street improvement district since last year, therefore expenses were planned in the 2014/2015 Capital Improvement Program budget. Several adjustments have been made to this subdivision plat, which has delayed this paving district; therefore staff is planning to move the budgeted funds to FY 2015/2016.

This public/private partnership will allow for development of the area, which consists of a City park with parking, as well as meeting the developer needs.

This project is currently estimated at \$250,000.00 and would be assessed to the subdivision developer, whom has signed the district creation petition form.

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 creation of Street Improvement District No. 1262; Sterling Estates 4th Subdivision – Ebony Lane.

Sample Motion

Move to approve creation of Street Improvement District No. 1262.

• THIS SPACE RESERVED FOR REGISTER OF DEEDS •

ORDINANCE NO. 9546

An ordinance to create Street Improvement District No. 1262; to define the boundaries of the district; to provide for the improvement of a street within the district by paving, curbing, guttering, storm drainage, sidewalks, and other incidental work in connection therewith; to provide for the filing of this ordinance with the Hall County Register of Deeds; and to provide 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. Street Improvement District No. 1262 in the City of Grand Island, Nebraska, is hereby created.

SECTION 2. The properties included in such district shall be as follows:

Owner	Legal Description
NIEDFELDT PROPERTY MANAGEMENT PREFERRED, LLC	A TRACT OF LAND LOCATED IN PART OF THE NORTHWEST QUARTER (NW1/4) OF SECTION TWELVE (12), TOWNSHIP ELEVEN (11) NORTH, RANGE TEN (10) WEST OF THE 6TH P.M., IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF STERLING

Approved as to Form July 10, 2015 _____
City Attorney

ORDINANCE NO. 9546 (Cont.)

ESTATES 2ND SUBDIVISION; THENCE ON AN ASSUMED BEARING OF S00°15'38"W, ALONG THE WEST SIDE OF THE CITY OF GRAND ISLAND DRAINAGE RIGHT-OF-WAY, A DISTANCE OF 446.24; THENCE N89°07'20"W A DISTANCE OF 337.95 FEET TO THE POINT OF BEGINNING; THENCE S00°52'40"W A DISTANCE OF 200.00 FEET; THENCE N89°25'51"W A DISTANCE OF 150 FEET TO THE NORTHEAST CORNER OF STERLING ESTATES THIRD SUBDIVISION; THENCE N89°25'51"W, ALONG THE NORTH LINE OF STERLING ESTATES THIRD SUBDIVISION AND THE NORTH LINE OF STERLING ESTATES SUBDIVISION, A DISTANCE OF 633.90 FEET TO THE EAST RIGHT-OF-WAY LINE OF EBONY LANE; THENCE N00°52'40"E, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 34.81 FEET; THENCE N89°07'20"W A DISTANCE OF 162.51 FEET TO A POINT ON THE NORTH LINE OF LOT 10, BLOCK 2, STERLING ESTATES SUBDIVISION AND A POINT OF CURVATURE: THENCE ON A 1815.00 FOOT RADIUS CURVE TO THE RIGHT WITH A BEARING OF N88°03'24"W, ALONG THE NORTH LINE OF LOTS 10 AND 9, BLOCK 2, STERLING ESTATES SUBDIVISION, A CHORD DISTANCE OF 67.50 FEET; THENCE N00°52'40"E A DISTANCE OF 311.16 FEET; THENCE S89°07'20"E A DISTANCE OF 160.00 FEET; THENCE N00°52'40"E A DISTANCE OF 189.00 FEET; THENCE S89°07'20"E A DISTANCE OF 70.00 FEET; THENCE S00°52'40"W A DISTANCE OF 62.00 FEET; THENCE S89°07'20"E A DISTANCE OF 8.88 FEET; THENCE S00°52'40"W A DISTANCE OF 120.00 FEET; THENCE S89°07'20"E A DISTANCE OF 400.00 FEET; THENCE N00°52'40"E A DISTANCE OF 120.00 FEET; THENCE S89°07'20"E A DISTANCE OF 20.00 FEET; THENCE S00°52'40"W A DISTANCE OF 120.00 FEET; THENCE S89°07'20"E A DISTANCE OF 355.00 FEET; THENCE S00°52'40"W A DISTANCE OF 150.00 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS A CALCULATED AREA OF 364,539 SQUARE FEET OR 8.37 ACRES MORE OR LESS OF WHICH 0.80ACRES IS NEW DEDICATED ROAD ROW.

SECTION 3. The following street in the district shall be improved by paving and other incidental work in connection therewith:

Sterling Estates 4th Subdivision in the City of Grand Island, Hall County,
Nebraska.

Said Improvements shall be made in accordance with plans and specifications approved by the Engineer for the City of Grand Island.

ORDINANCE NO. 9546 (Cont.)

SECTION 4. All improvements shall be made at public cost, but the cost thereof shall be assessed upon the lots and lands in the district specially benefited thereby as provided by law.

SECTION 5. This ordinance, with the plat, is hereby directed to be filed in the office of the Register of Deeds, Hall County, Nebraska.

SECTION 6. This ordinance shall be in force and take effect from and after its passage and publication, without the plat, as provided by law.

SECTION 7. After passage, approval and publication of this ordinance, without the plat, notice of the creation of said district shall be published in the Grand Island Independent, a legal newspaper published and of general circulation in said City, as provided by law.

Enacted: July 14, 2015

Jeremy L. Jensen, Mayor

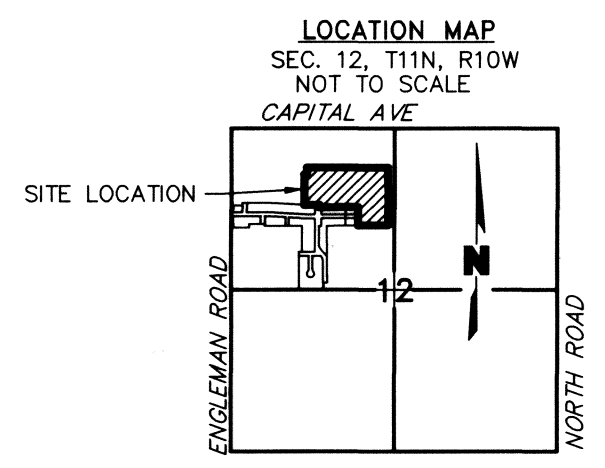
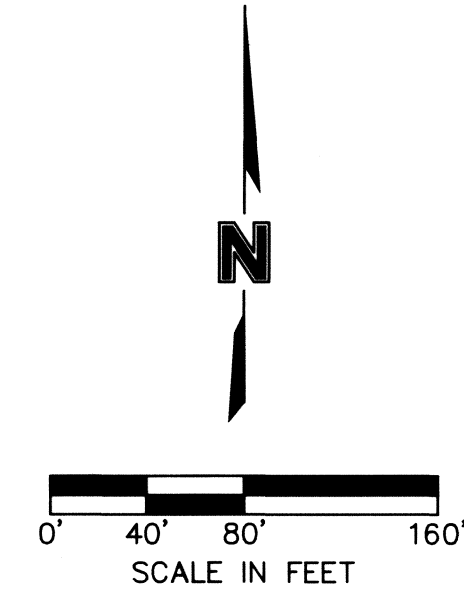
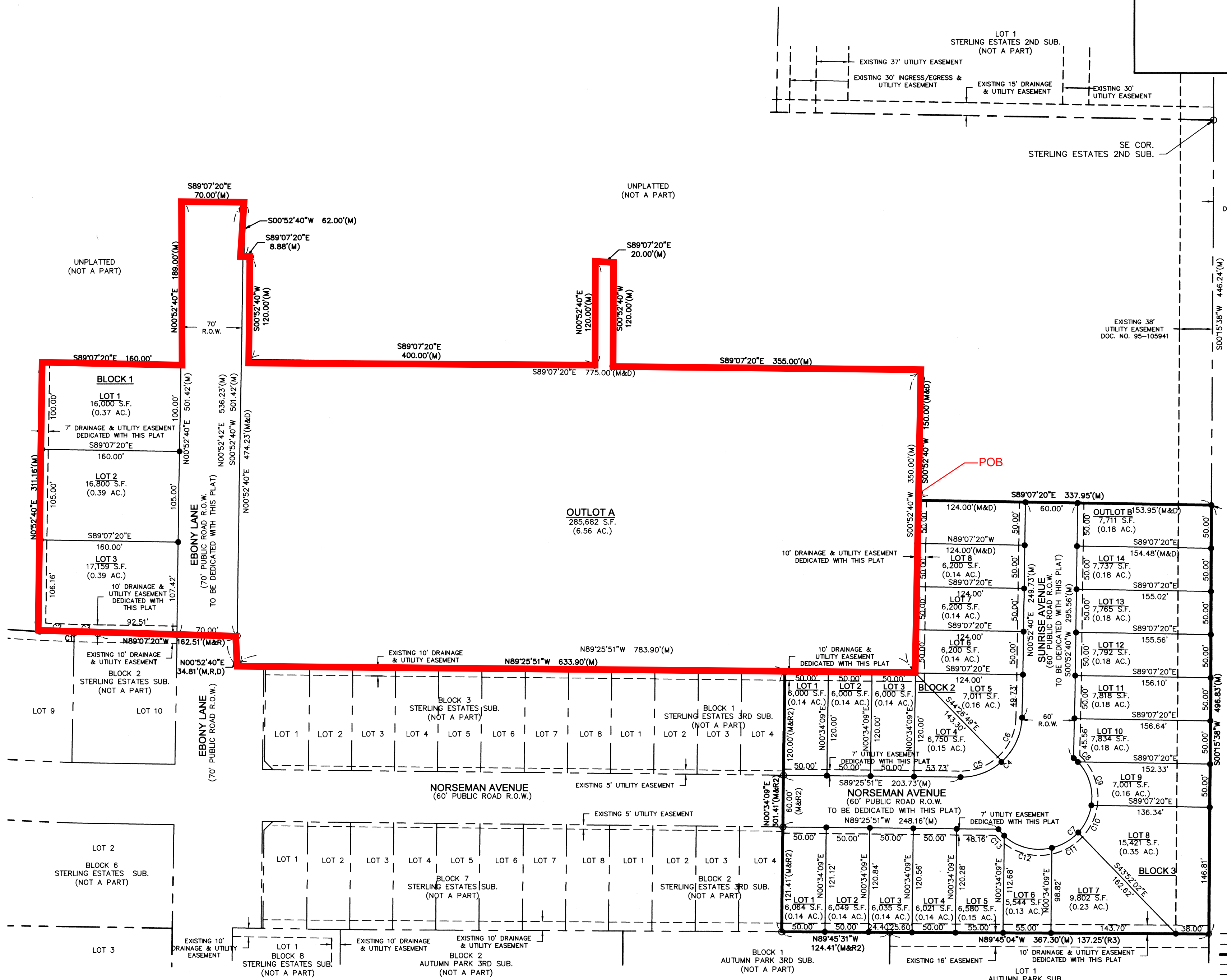
Attest:

RaNae Edwards, City Clerk

STERLING ESTATES FOURTH SUBDIVISION

IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA

FINAL PLAT



- LEGEND**
- SET CORNER (5/8"x24" REBAR W/CAP)
 - FOUND CORNER (5/8" REBAR W/CAP)
 - SECTION LINE
 - - - EXISTING PROPERTY LINE
 - - - PROPOSED PROPERTY LINE
 - - - EXISTING EASEMENT LINE
 - - - EASEMENT LINE TO BE DEDICATED WITH THIS PLAT
 - M MEASURED DISTANCE
 - R RECORDED DISTANCE STERLING ESTATES SUB.
 - R2 RECORDED DISTANCE STERLING ESTATES THIRD SUB.
 - R3 RECORDED DISTANCE AUTUMN PARK SUB.
 - D RECORDED DISTANCE DOC. NO. 020905078

OWNERS: NIEFELT PROPERTY MANAGEMENT PREFERRED LLC./ CITY OF GRAND ISLAND
 SUBDIVIDER: NIEFELT PROPERTY MANAGEMENT PREFERRED LLC./ CITY OF GRAND ISLAND
 SURVEYOR: OLSSON ASSOCIATES
 ENGINEER: OLSSON ASSOCIATES
 NUMBER OF LOTS: 27

SHEET 1 OF 2

DWG: F:\projects\014-1966-SRVY\Final_Plat\Sterling Estates 4th Sub_rev4.dwg
 DATE: Apr 20, 2015 3:07pm
 USER: Wheeler
 XREFS: 014-1966_ROW

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. 2014-1966
NIEFELT SURVEY
FB



City of Grand Island

Tuesday, July 14, 2015

Council Session

Item F-4

#9547 – Consideration of Amending Chapter 20 of the Grand Island City Code Relative to E-Cigarettes

Staff Contact: Robert Sivick

Council Agenda Memo

From: Stacy R. Nonhof, Assistant City Attorney

Meeting: July 14, 2015

Subject: Amending Chapter 20 Regarding Tobacco Use by Minors

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

Background

In the 2014 Legislative Session, the Nebraska Legislature amended the provisions of State Statute that govern tobacco use by minors. Given the increase in the use of e-cigarettes, the Legislature included e-cigarettes in the list of items that minors are prohibited from possessing.

Discussion

According to the Centers for Disease Control and Prevention, e-cigarette usage has now surpassed traditional cigarette use among middle and high school students. The current research indicates that nicotine in any form is damaging to the lungs, but the research also shows that non-nicotine e-cigarette solution has a damaging effect on lung health. The long-term effects of these nicotine free solutions are not known and will not be known for some time as e-cigarettes are relatively new. In order to try to protect the health of the youth of Grand Island, an Ordinance banning all vapor products for anyone under the age of 18 is needed.

The Nebraska Legislature has already added e-cigarettes as banned items for minors to possess. The State limits their definition of e-cigarettes/vapor products to items containing nicotine. Nebraska Statute allows municipal governments to enact ordinances that are more restrictive than State Statute, but not more permissive. In the field, without a chemical test being done of the solution, there is no way for police officers to know whether or not the solution contains nicotine. Banning all vapor products for people under the age of 18 makes enforcement of City Ordinance consistent.

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 Ordinance amending Chapter 20 of City Code.

Sample Motion

Move to approve the Ordinance.

ORDINANCE NO. 9547

An ordinance to amend Chapter 20 of Grand Island City Code; to amend Section 20-20; and to add Section 20-20.1; 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 20-20; and Section 20-20.1 of the Grand Island City Code is hereby amended to read as follows:

§20-20. Tobacco; Possession By Minors

(A) It shall be unlawful for any person under the age of eighteen (18) years to possess any tobacco products, vapor products or alternative nicotine products. ~~Tobacco products shall be defined to mean any substance containing tobacco leaf, including but not limited to, cigarettes, cigars, pipe tobacco, snuff, chewing tobacco, or dipping tobacco.~~

(B) It shall not be unlawful for any person under the age of eighteen (18) years to:

(1) Possess tobacco products, vapor products or alternative nicotine products under the direct supervision of the parent or guardian of such person in the privacy of the parent's or guardian's home.

(2) Sell or handle any unopened container of tobacco products, vapor products or alternative nicotine products in the course of his or her employment by a tobacco licensee; or

(3) Possess or purchase tobacco products, vapor products or alternative nicotine products for the purpose of testing or enforcing compliance with statutes, laws or ordinances governing the sale of tobacco products, vapor products or alternative nicotine products as long as law enforcement is conducting the compliance check.

(C) Any person violating the provisions of this section shall be fined according to the provisions of the Grand Island City Code.

§20-20.1. Definitions

(A) Tobacco products shall mean any substance containing tobacco leaf, including but not limited to, cigarettes, cigars, pipe tobacco, snuff, chewing tobacco, or dipping tobacco.

(B) Vapor products shall mean any noncombustible product, whether containing nicotine or not, that employs a heating element, power source, electronic circuit, or other

ORDINANCE NO. 9547 (Cont.)

electronic, chemical, or mechanical means, regardless of shape or size, that can be used to produce vapor. Vapor product shall include any electronic cigarette, electronic cigar, electronic cigarillo, electronic pipe, or similar product or device and any vapor cartridge or other container of solution that is intended to be used with or in an electronic cigarette, electronic cigar, electronic cigarillo, electronic pipe, or similar product or device. Vapor product does not include an alternative nicotine product, cigarette, cigar, or other tobacco product, or any product regulated as a drug or device by the United States Food and Drug Administration under Chapter V of the federal Food, Drug, and Cosmetic Act.

(C) Alternative nicotine product shall mean any noncombustible product containing nicotine that is intended for human consumption, whether chewed, absorbed, dissolved, or ingested by any other means. Alternative nicotine product does not include any vapor product, cigarette, cigar, or other tobacco product, or any product regulated as a drug or device by the United States Food and Drug Administration under Chapter V of the federal Food, Drug, and Cosmetic Act.

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: July 14, 2015.

Jeremy Jensen, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, July 14, 2015

Council Session

Item G-1

Approving Minutes of June 23, 2015 City Council Regular Meeting

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING

June 23, 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 June 23, 2015. Notice of the meeting was given in *The Grand Island Independent* on June 17, 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, Chuck Haase, Julie Hehnke, Linna Dee Donaldson, Michelle Fitzke, Vaughn Minton, Roger Steele, and Mike Paulick. Councilmember Jeremy Jones was absent. The following City Officials were present: City Administrator Marlan Ferguson, City Clerk RaNae Edwards, Interim Finance Director William Clingman, City Attorney Robert Sivick, and Public Works Director John Collins.

INVOCATION was given by Pastor Scott Taylor, First Christian Church, 2400 West 14th Street followed by the PLEDGE OF ALLEGIANCE.

Mayor Jensen introduced Community Youth Council member Maricela Paramo.

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

#2015-BE-2 - Consideration of Determining Benefits and Levy Special Assessments for Fence Removal from Public Right of Way at 904 West Phoenix Avenue. Public Works Director John Collins reported that a fence was removed from the public right-of-way at 904 West Phoenix Avenue at a cost of \$500.00. The cost would be assessed to the adjacent property owners. Staff recommended approval.

Lewis Kent, 624 Meves Avenue spoke in support. Tom O'Neill, 2017 Barbara Avenue spoke in opposition.

Motion by Haase, second by Hehnke to approve Resolution #2015-BE-2. Upon roll call vote, all voted aye. Motion adopted.

RETURN TO REGULAR SESSION: Motion by Donaldson, second by Hehnke to return to Regular Session. Motion adopted.

PUBLIC HEARINGS:

Public Hearing on Request from Ornelas, Inc. dba La Cocina Mexican Restaurant, 2418 North Webb Road, Suite A for Class "I" Liquor License. City Clerk RaNae Edwards reported that an application for a Class "I" Liquor License had been received from Ornelas, Inc. dba La Cocina Mexican Restaurant, 2418 North Webb Road, Suite A. Ms. Edwards presented the following

exhibits for the record: application submitted to the Liquor Control Commission and received by the City on June 9, 2015; notice to the general public of date, time, and place of hearing published on June 13, 2015; notice to the applicant of date, time, and place of hearing mailed on June 9, 2015; along with Chapter 4 of the City Code. Staff recommended denial based on the Police Department report and not qualifying under Nebraska State Statute 53-132 (a), (b), and (c) and under Nebraska Liquor Control Commission Rules and Regulations, Chapter 2 010.01, Falsification of Application. No public testimony was heard.

Public Hearing on Amendment to Redevelopment Plan Area 1 located at 308-312 West 3rd Street. Regional Planning Director Chad Nabity reported that T & S Properties, the owner of the Kaufman Building had submitted a proposed amendment to the redevelopment plan that would provide for renovation and redevelopment of property located at 308-312 West 3rd Street for commercial and office uses. Staff recommended approval. No public testimony was heard.

Public Hearing on Request to Rezone Property Located at 604 N. Custer Avenue from R2 Low Density Residential to RO Residential Office (Timothy Dunagan). Regional Planning Director Chad Nabity reported that an application had been received from Timothy Dunagan for a change in zoning located at 604 N. Custer Avenue from R2 Low Density Residential to RO Residential Office. Staff recommended approval. No public testimony was heard.

Public Hearing on Request to Rezone Property Located at 3344 W. Wildwood Drive from B2 General Business and TA Transitional Agriculture to B2 General Business (Robin Stauffer). Regional Planning Director Chad Nabity reported that an application had been received from Robin Stauffer for a change in zoning located at 3344 W. Wildwood Drive from B2 General Business and TA Transitional Agriculture to B2 General Business. Staff recommended approval. No public testimony was heard.

Public Hearing on Acquisition of Utility Easement - 414 N. Eddy Street - A & V Enterprise, LLC. Utilities Director Tim Luchsinger reported that acquisition of a utility easement located at 414 N. Eddy Street was needed in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers. The easement would be used for a pad-mounted transformer to provide additional power for the strip mall at this location. Staff recommended approval. No public testimony was heard.

Public Hearing on Acquisition of Utility Easement - 1002 N. Webb Road - Raile Investments, LLC. Utilities Director Tim Luchsinger reported that acquisition of a utility easement located at 1002 N. Webb Road 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 place a pad-mounted three phase transformer to provide power to the new Feel Fit Fitness building. Staff recommended approval. No public testimony was heard.

Public Hearing on Acquisition of Utility Easement - 3004 Garland Street - The Diamond Engineering Company. Utilities Director Tim Luchsinger reported that acquisition of a utility easement located at 3004 Garland Street was needed in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers. The easement would

be used for a primary underground power line to feed a new Verison Cell Tower. Staff recommended approval. No public testimony was heard.

Public Hearing on Acquisition of Utility Easement - 218 & 222 S. Plum Street - Burtle Heating & Air Conditioning, Inc. Utilities Director Tim Luchsinger reported that acquisition of a utility easement located at 218 & 222 S. Plum Street was needed in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers. The easement would be used to allow the Electric Utility to continue the use without change or conflict at this location. Staff recommended approval. No public testimony was heard.

ORDINANCE:

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

- #9540 - Consideration of Creation of Water Main District 468 - Lots Five (5) and Twelve (12) Garland Place (Stauss Road)
- #9541 - Consideration of Request to Rezone Property Located at 604 N. Custer Avenue from R2 Low Density Residential to RO Residential Office (Timothy Dunagan)
- #9542 - Consideration of Request to Rezone Property Located at 3344 W. Wildwood Drive from B2 General Business and TA Transitional Agriculture to B2 General Business (Robin Stauffer)
- #9543 - Consideration of Assessments for Fence Removal from Public Right of Way at 904 West Phoenix Avenue

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

- #9540 - Consideration of Creation of Water Main District 468 - Lots Five (5) and Twelve (12) Garland Place (Stauss Road)

Utility Director Tim Luchsinger reported that a petition had been received from the property owner of Lots Five (5) and Twelve (12) Garland Place (at the west end of Stauss Road) requesting City water service.

Motion by Paulick, second by Minton to approve Ordinance #9540.

City Clerk: Ordinance #9540 on first reading. All those in favor of the passage of this ordinance on first reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

City Clerk: Ordinance #9540 on second and final reading. All those in favor of the passage of this ordinance on second and final reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

Mayor Jensen: By reason of the roll call votes on first reading and then upon final passage, Ordinance #9540 is declared to be lawfully adopted upon publication as required by law.

#9541 - Consideration of Request to Rezone Property Located at 604 N. Custer Avenue from R2 Low Density Residential to RO Residential Office (Timothy Dunagan)

This item was related to the aforementioned Public Hearings.

Motion by Hehnke, second by Donaldson to approve Ordinance #9541.

City Clerk: Ordinance #9541 on first reading. All those in favor of the passage of this ordinance on first reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

City Clerk: Ordinance #9541 on second and final reading. All those in favor of the passage of this ordinance on second and final reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

Mayor Jensen: By reason of the roll call votes on first reading and then upon final passage, Ordinance #9541 is declared to be lawfully adopted upon publication as required by law.

#9542 - Consideration of Request to Rezone Property Located at 3344 W. Wildwood Drive from B2 General Business and TA Transitional Agriculture to B2 General Business (Robin Stauffer)

This item was related to the aforementioned Public Hearings.

Motion by Paulick, second by Minton to approve Ordinance #9542.

City Clerk: Ordinance #9542 on first reading. All those in favor of the passage of this ordinance on first reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

City Clerk: Ordinance #9542 on second and final reading. All those in favor of the passage of this ordinance on second and final reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

Mayor Jensen: By reason of the roll call votes on first reading and then upon final passage, Ordinance #9542 is declared to be lawfully adopted upon publication as required by law.

#9543 - Consideration of Assessments for Fence Removal from Public Right of Way at 904 West Phoenix Avenue

This item was related to the aforementioned Board of Equalization hearing.

Motion by Stelk, second by Steele to approve Ordinance #9543.

City Clerk: Ordinance #9543 on first reading. All those in favor of the passage of this ordinance on first reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

City Clerk: Ordinance #9543 on second and final reading. All those in favor of the passage of this ordinance on second and final reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

Mayor Jensen: By reason of the roll call votes on first reading and then upon final passage, Ordinance #9543 is declared to be lawfully adopted upon publication as required by law.

#9544 - Consideration of Annexation of Property being Platted as Stauffer Subdivision located at the Northwest Corner of Wildwood Drive and U.S. Highway 281 (First Reading)

Regional Planning Director Chad Nabity reported that all property subdivided adjacent to the Corporate Limits of the City of Grand Island shall be annexed into the City at the time of the subdivision approval. The Mitchell H. Stauffer Revocable Trust, as owners of the property, submitted Stauffer Subdivision as an addition to the City. Annexation ordinances must be read at three separate meetings. This is the first of three readings.

Motion by Paulick, second by Donaldson to approve Ordinance #9544. Upon roll call vote, all voted aye. Motion adopted.

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

Receipt of Official Document – Tort Claim filed by Michael C. Brewer.

Approving Minutes of June 9, 2015 City Council Regular Meeting.

Approving Preliminary Plat for Starlite Subdivision. It was noted that Rick Johnson, owner, had submitted the Preliminary Plat for Starlite Subdivision for the purpose of creating 2 lots located south of State Street and north of 13th Street consisting of 69.346 acres.

#2015-152 - Approving Final Plat and Subdivision Agreement for Landell Subdivision. It was noted that Richard Landell, owner, had submitted the Final Plat and Subdivision Agreement for Landell Subdivision for the purpose of creating 1 lot located north of Capital Avenue and west of Gunbarrel Road consisting of 3.002 acres.

#2015-153 - Approving Acquisition of Utility Easement - 414 N. Eddy Street - A & V Enterprise, LLC.

#2015-154 - Approving Acquisition of Utility Easement - 1002 N. Webb Road - Raile Investments, Inc.

#2015-155 - Approving Acquisition of Utility Easement - 3004 Garland Street - The Diamond Engineering Company.

#2015-156 - Approving Acquisition of Utility Easement - 218 and 222 S. Plum Street - Burtle Heating & Air Conditioning, Inc.

#2015-157 - Approving Change Order #4 (Contract Language Only) with AMEC of Tucker, GA for the Air Quality Control System.

#2015-158 - Approving Quality Control Testing for the 2015 Asphalt Resurfacing Project No. 2015-AC-1 with GSI Engineering of Grand Island, NE in an Amount of \$27,438.00.

#2015-159 - Approving Agreement Amendment No. 2 with Olsson Associates of Grand Island, NE for Professional Services Related to the Extension of Sanitary Sewer System in Wildwood Subdivision (District No. 528) and from Wildwood Subdivision to Interstate 80 (District No. 530T) in an Amount of \$40,000.00 and a Revised Contract Amount of \$542,185.00.

#2015-160 - Approving Change Order No. 3 for North Interceptor Phase II; Project No. 2013-S-4 with S.J. Louis Construction, Inc. of Rockville, MN in and Amount of \$56,540.88 and a Revised Contract Amount of \$21,326,074.90.

#2015-161 - Approving Interlocal Cooperation Agreement for the City/County Geographic Information System.

REQUESTS AND REFERRALS:

Consideration of Forwarding Blighted and Substandard Area #18 – Middleton Electric to the Hall County Regional Planning Commission. Regional Planning Director Chad Nabity reported that Middleton Electric had submitted a Substandard and Blight Study for approximately 114 acres of property in west central Grand Island located between Webb Road on the west, Blaine Street and Custer Avenue on the east, U.S. Highway 30 on the north and 2nd Street on the south. Staff recommended approval to forward to the Regional Planning Commission.

Comments were made concerning the reliance of government assistance for economic development and community benefit from these projects. Also mentioned was the large size of this study. Keith Marvin, Marvin Planning Consultants from David City, NE who conducted the study explained why this area was so large. He stated in order for the area to qualify they needed to make it this big and in the future some of the businesses may redevelop. Ron Depue, attorney for the applicant explained the process for the study. He stated one person would start the process with the study and incur the costs.

Motion by Minton, second by Stelk to approve. Upon roll call vote, all voted aye. Motion adopted.

Consideration of Approving Request for Liquor Manager Designation for Leela Castillo, 2323 Bellwood Drive #212 with Fiesta Latina/Klub Lavish, 2815 South Locust Street. City Clerk

RaNae Edwards reported that Leela Castillo, 2323 Bellwood Drive #212 was requesting a Liquor Manager designation for Fiesta Latina/Klub Lavish, 2815 South Locust Street. Staff recommended denial based on the Police Department report of not qualifying under Nebraska State Statute 53-125 Parts (5), (10), and (11) and the Nebraska liquor Control Commission Nebraska Rules and Regulations, Chapter 2 Section 010.01, Falsification of Application.

Motion by Stelk, second by Hehnke to deny the request from Leela Castillo. Upon roll call vote, all voted aye. Motion adopted.

RESOLUTIONS:

#2015-162 - Consideration of Approving Request from Ornelas, Inc. dba La Cocina Mexican Restaurant, 2418 North Webb Road, Suite A for Class "I" Liquor License and Liquor Manager Designation for Javier Erives, 504 No. Walnut Street, Apt. 3. This item relates to the aforementioned Public Hearing. Javier Erives, 504 No. Walnut Street, Apt. 3 spoke in support. Sgt. Dave Vitera and Police Chief Steve Lamken commented on the police investigation and reasons for denial. Discussion was held regarding other businesses owned by this applicant in York and McCook.

Motion by Donaldson, second by Stelk to deny Resolution #2015-162. Upon roll call vote, Councilmembers Minton, Fitzke, Donaldson, Hehnke, Haase, Stelk, and Nickerson voted aye. Councilmembers Paulick and Steele voted no. Motion adopted.

#2015-163 - Consideration of Approving Economic Development Incentive Agreement with GIX Logistics, 308 West 3rd Street. Citizens Advisory Review Committee (CARC) Chairman Dehn Renter stated this application had been approved by the CARC. EDC President Dave Taylor reported that GIX Logistics had submitted a LB-840 application in the amount of \$202,800.00 for the creation of 26 additional full-time employees. The company is located at 308 West 3rd Street and is an existing business of transportation, logistics, and distribution of goods across the country. This forgivable loan would be paid over three years.

Tom O'Neill, 2017 Barbara Avenue spoke in support. Compliments were made by Council concerning this project.

Motion by Haase, second by Donaldson to approve Resolution #2015-163. Upon roll call vote, all voted aye. Motion adopted.

#2015-164 - Consideration of Approving Amendment to Redevelopment Plan Area 1 located at 308-312 West 3rd Street. This item is related to the aforementioned Public Hearing. Regional Planning Director Chad Nabity stated this item was part two of the GIX Logistics project. This would allow for TIF financing from the Community Redevelopment Authority (CRA) in the amount of \$272,000 if Council approved the Redevelopment Plan.

Discussion was held regarding the business financials in the application. Jim Pirnie, 4011 W. Fairley Avenue explained the reason for this request. They wanted to keep the jobs here in Grand Island and hire students from the local college. If not for the TIF funding they would have

relocated their business to Kearney. City Attorney Robert Sivick explained State Statutes with regards to FIF financing. Mr. Naby explained the process regarding bonds, payments, and increased tax base.

Motion by Hehnke, second by Stelk to approve Resolution #2015-164. Upon roll call vote, all voted aye. Motion adopted.

#2015-165 - Consideration of Approving Architectural Services for the Utilities Customer Service Building. Utility Director Tim Luchsinger reported that the Utilities Department provided the majority of funding for the Finance Department for the financial operations of customer service such as receiving billing payments, account starts, stops, and transfers, and answering other account questions from customers. The customer service area currently in City Hall, including the parking area, does not provide appropriate traffic patterns to adequately serve the customers. Discussions were held regarding the construction of a new Utilities Customer Service Building to be located at the southeast corner of First and Sycamore Streets.

Request for Proposals (RFP) for Architectural Services for a new customer service building were issued with two responses received. This is a three phase project. Staff recommended awarding the contract to Davis Design of Lincoln, NE to proceed with Phase 1 of the project for a not-to-exceed amount of \$7,875.00.

Lewis Kent, 624 Meves Avenue spoke in support.

Motion by Donaldson, second by Fitzke to approve Resolution #2015-165.

Concerns were brought up regarding building this before a Finance Director was hired. Mentioned was reopening the drive-through window and fully staffing the customer service desks during peak hours. Mr. Luchsinger stated this project had been looked at for several years and opening the drive-through window would create traffic problems.

Interim Finance Director William Clingman explained the logistics problems with the current building. City Administrator Marlan Ferguson stated the empty space created by the move could be used for Information Technology and the Human Resources departments. This move would alleviate space constraints within City Hall.

Motion by Stelk, second by Haase to postpone this item 6 months after we hire the Finance Director. Upon roll call vote, Councilmembers Paulick, Steele, Haase, and Stelk voted aye. Councilmembers Minton, Fitzke, Donaldson, Hehnke, and Nickerson voted no. Motion failed.

Upon roll call vote of the main motion, Councilmembers Minton, Fitzke, Donaldson, Hehnke, Stelk, and Nickerson voted aye. Councilmembers Paulick, Steele, and Haase voted no. Motion adopted.

PAYMENT OF CLAIMS:

Motion by Hehnke, second by Nickerson to approve the Claims for the period of June 10, 2015 through June 23, 2015, for a total amount of \$8,311,019.77. Unanimously approved.

ADJOURNMENT: The meeting was adjourned at 9:38 p.m.

RaNae Edwards
City Clerk



City of Grand Island

Tuesday, July 14, 2015

Council Session

Item G-2

#2015-166 - Approving Acquisition of Utility Easement - 3041 N. Shady Bend Road - Ashe

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

Staff Contact: Tim Luchsinger, Utilities Director

RESOLUTION 2015-166

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

WHEREAS, a public hearing was held on July 14, 2015 for the purpose of discussing the proposed acquisition of utility easements on two tracts of land located in Hall County, Nebraska; and more particularly described as follows:

Commencing at the Northwest corner of Section One (1), Township Eleven (11) North, Range Nine (9) West of the 6th P.M., Hall County, Nebraska; thence southerly along the westerly line of said Section One (1), a distance of eight hundred thirty two and forty five hundredths (832.45) feet; thence easterly and perpendicular to the westerly line of said Section One (1), a distance of thirty three (33.0) feet to a point on the easterly right-of-way line of Shady Bend Road, being the Point of Beginning; thence continuing easterly a distance of twenty seven (27.0) feet to the point of termination. The said described tract comprising a part of a tract of land described in Document 201502869 recorded in the office of the Register of Deeds, Hall County, NE.

The above-described easement and right-of-way tract containing 0.012 acres (540.0 sf), more or less, as shown on the plat dated 6/22/2015, marked Exhibit "A", attached hereto and incorporated herein by reference.

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

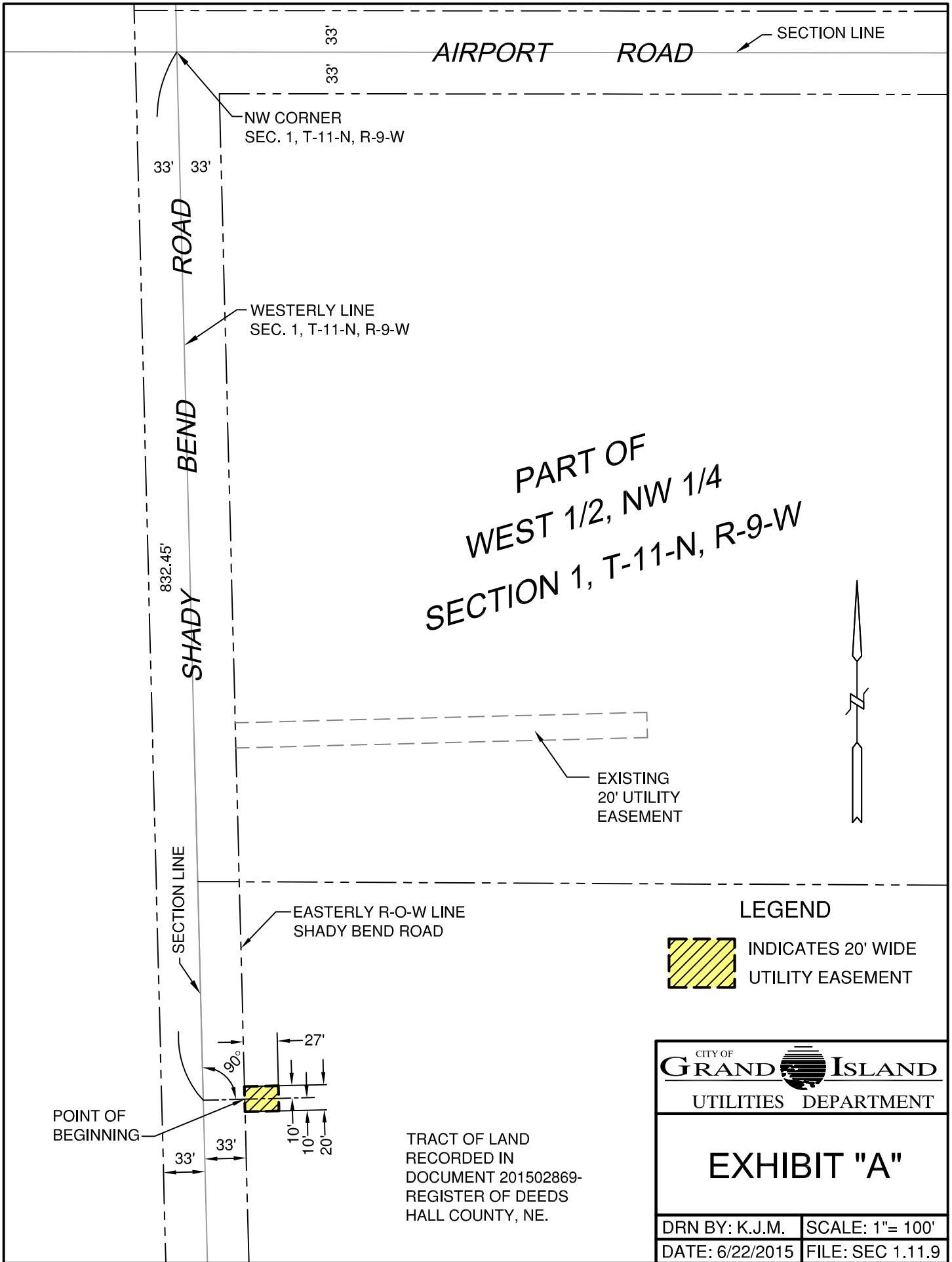
Adopted by the City Council of the City of Grand Island, Nebraska July 14, 2015.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
July 10, 2015	☐ City Attorney





City of Grand Island

Tuesday, July 14, 2015

Council Session

Item G-3

#2015-167 - Approving Acquisition of Utility Easement - 5976 & 5700 S. Locust Street - Lilienthal

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

Staff Contact: Tim Luchsinger, Utilities Director

RESOLUTION 2015-167

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

WHEREAS, a public hearing was held on July 14, 2015 for the purpose of discussing the proposed acquisition of utility easements on two tracts of land located in Hall County, Nebraska; and more particularly described as follows:

TRACT 1

The centerline of a twenty (20.0) foot wide utility easement and right-a-way tract being more particularly described as follows: Commencing at the southeast corner of Section Nine (9), Township Ten (10) North, Range Nine (9) West of the 6th P.M., Hall County, Nebraska; thence northerly along the easterly line of said Section Nine (9), on an assumed bearing of N1°23'05"W, a distance of one thousand six hundred twenty five and two hundredths (1,625.2) feet; thence S73°43'00"W, along the centerline of an existing sixteen (16.0) foot wide easement and its extension, as recorded in Document 85-000723 at the Register of Deeds, Hall County, Nebraska a distance of one hundred forty nine and one tenth (149.1) feet; thence S63°39'00"W, along the centerline of said existing sixteen (16.0) foot wide easement, a distance of four hundred thirty two and eighty two hundredths (432.82) feet to the ACTUAL Point of Beginning of TRACT 1; thence S12°34'27"E, a distance of eight hundred fifty (850.0) feet to the point of termination of said TRACT 1.

TRACT 2

The centerline of a twenty (20.0) foot wide utility easement and right-a-way tract being more particularly described as follows: Commencing at the southeast corner of Section Nine (9), Township Ten (10) North, Range Nine (9) West of the 6th P.M., Hall County, Nebraska; thence northerly along the easterly line of said Section Nine (9), on an assumed bearing of N1°23'05"W, a distance of one thousand six hundred twenty five and two hundredths (1,625.2) feet; thence S73°43'00"W, along the centerline of an existing sixteen (16.0) foot wide easement and its extension as recorded in Document 85-000723 at the Register of Deeds, Hall County, Nebraska, a distance of one hundred forty nine and one tenth (149.1) feet; thence S63°39'00"W, along the centerline of said existing sixteen (16.0) foot wide easement as recorded in Document 85-000723 at the Register of Deeds, Hall County, Nebraska, a distance of one thousand two hundred eighty three and nine tenths (1,283.9) feet; thence S66°23'00"W, along the centerline of said existing sixteen (16.0) foot wide easement, a distance of one thousand one hundred sixty seven and nine tenths (1,167.9) feet; thence S78°28'00"W, along

Approved as to Form July 10, 2015	by _____ City Attorney
--------------------------------------	---------------------------

the centerline of an existing sixteen (16.0) foot easement, a distance of six hundred six and six tenths (606.6) feet to the ACTUAL Point of Beginning of TRACT 2; thence S36°38'06"W, a distance of forty two and eight tenths (42.8) feet; thence S77°26'01"W, a distance of three hundred eighty four and fifty five hundredths (384.55) feet; thence N78°28'00"W, a distance of seventy two (72.0) feet to the point of termination of said TRACT 2.

The above-described easement and right-of-way tracts containing a combined total of 0.62 acres, more or less, as shown on the plat dated 6/16/2015, marked Exhibit "A", attached hereto and incorporated herein by reference,

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

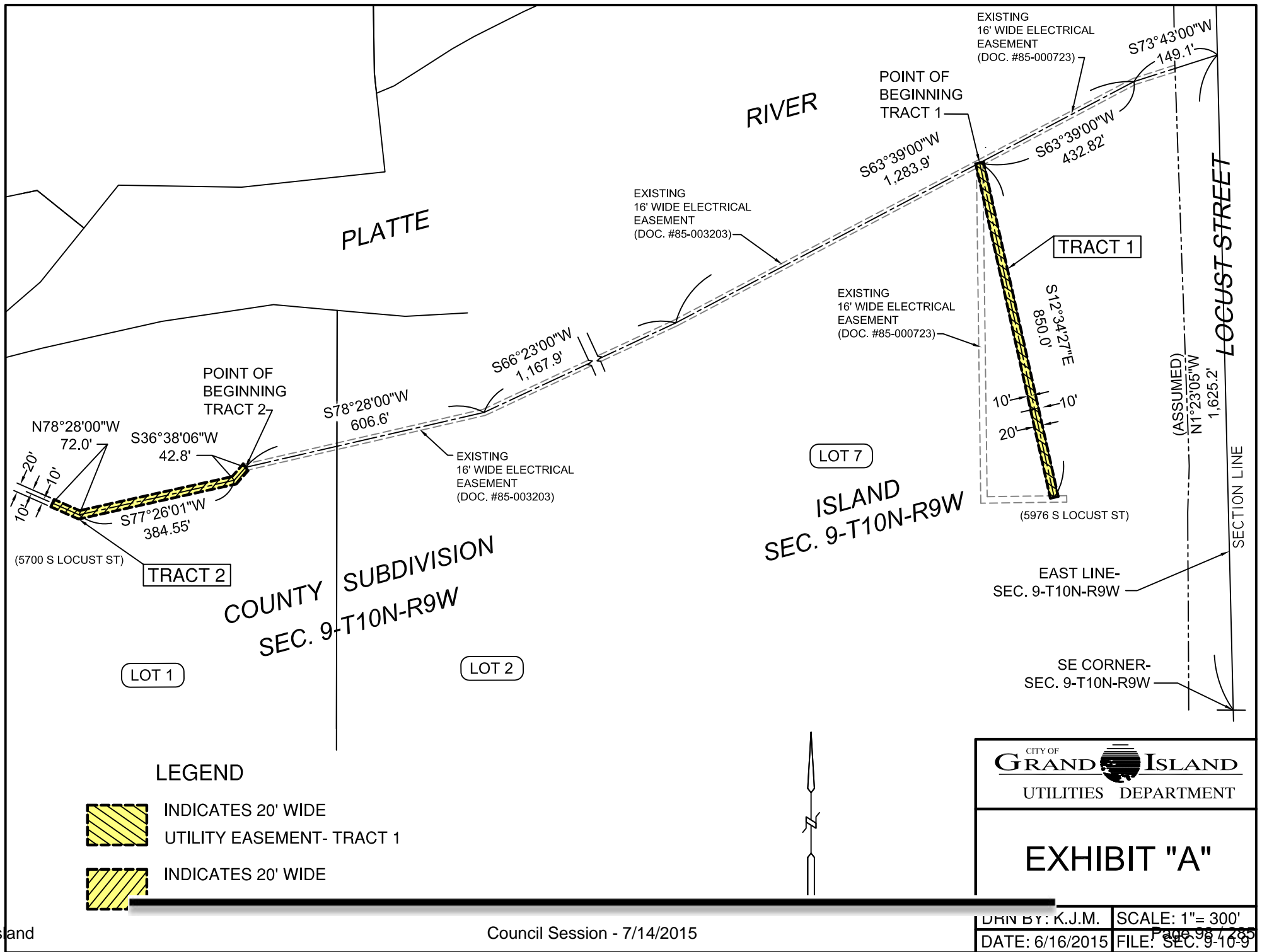
- - -

Adopted by the City Council of the City of Grand Island, Nebraska July 14, 2015.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk





City of Grand Island

Tuesday, July 14, 2015

Council Session

Item G-4

#2015-168 - Approving Acquisition of Utility Easement - South of Capital Avenue, West of Hwy. 281, North of Sterling Estates 3rd Subdivision - Niedfelt Property Management

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

Staff Contact: Tim Luchsinger, Utilities Director

RESOLUTION 2015-168

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

WHEREAS, a public hearing was held on July 28, 2015 for the purpose of discussing the proposed acquisition of utility easements on a tract of land located in the City of Grand Island, Hall County, Nebraska; and more particularly described as follows:

Commencing at the southeast corner of Sterling Estates Second Subdivision; thence on an assumed bearing of S00°15'38"W along the west line of a ninety (90.0) foot wide Grand Island Drainage right-of-way, a distance of four hundred forty six and twenty four hundredths (446.24) feet to the northeast corner of Outlot B, Sterling Estates Fourth Subdivision; thence N89°07'20"W along the north Line of said Outlot B, a distance of one hundred fifty three and ninety five hundredths (153.95) feet to the northwest corner of said Outlot B, being the ACTUAL POINT OF BEGINNING; thence continuing N89°07'20"W, distance of sixty (60.0) feet; thence N00°52'40"E, a distance of two hundred (200.0) feet; thence on a seventy (70.0) foot radius curve to the left with a chord bearing of N44°07'20"W, a chord length of ninety eight and ninety nine hundredths (98.99) feet; thence N89°07'20"W, a distance of eighty hundred thirty seven and eighty eight hundredths (837.88) feet; thence N00°52'40"E, a distance of sixty (60.0) feet; thence S89°07'20"E, a distance of four hundred eight and eighty eight hundredths (408.88) feet; thence N00°52'40"E, a distance of one hundred seventeen and sixty hundredths (117.60) feet to a point on the south line of Lot One (1), Sterling Estates Sixth Subdivision; thence S89°00'34"E along said south line of Sterling Estates Sixth Subdivision, a distance of twenty (20.0) feet; thence S00°52'40"W, a distance of one hundred seventeen and fifty seven hundredths (117.57) feet; thence S89°07'20"E, a distance of two hundred ninety five (295.0) feet; thence N00°52'40"E, a distance of one hundred sixteen and ninety six hundredths (116.96) feet to a point on the south line of Lot One (1), Sterling Estates Second Subdivision; thence S89°07'20"E along said south line of Sterling Estates Second Subdivision, a distance of fifteen (15.0) feet; thence S00°52'40"W, a distance of one hundred sixteen and ninety six hundredths (116.96) feet; thence S89°07'20"E, a distance of one hundred forty four and fifty six hundredths (144.56) feet; thence on a sixty (60.0) foot radius curve to the right with a chord bearing of S44°07'14"E, a cord length of one hundred nineteen and forty three hundredths (119.43) feet; thence S00°52'42"W, a distance of two hundred forty five and fifty five hundredths (245.55) feet to the said Point Of Beginning.

The above-described easement and right-of-way tract containing 1.89 acres more or less, as shown on the plat dated Jun. 25, 2015, marked Exhibit "A", attached hereto and incorporated herein by reference.

Approved as to Form	☐ _____
July 10, 2015	☐ City Attorney

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska July 14, 2015.

Jeremy L. Jensen, Mayor

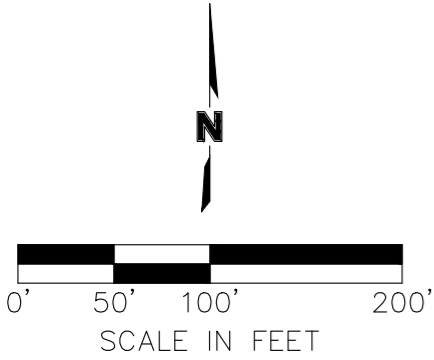
Attest:

RaNae Edwards, City Clerk

- 2 -

UTILITY EASEMENT

CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA

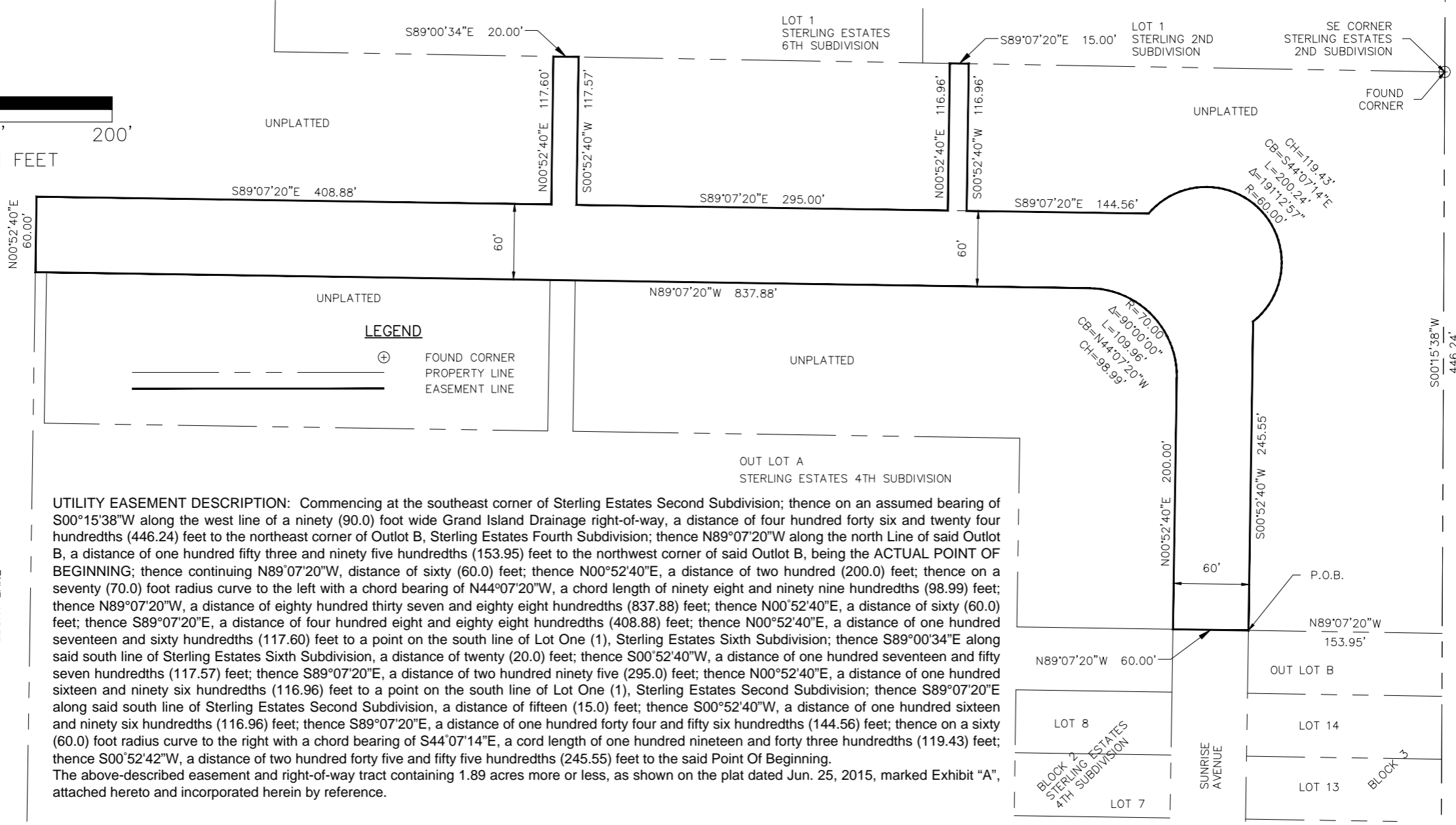


USER: lwheeler

DWC: F:\projects\014-1966\SRV\Final\014-1966_Utility Easements.dwg

DATE: Jun 25, 2015 10:15am XREFS: 014-1966_ROW

PROJECT NO: 2014-1966
 DRAWN BY: RAS
 DATE: 05.05.2015



UTILITY EASEMENT DESCRIPTION: Commencing at the southeast corner of Sterling Estates Second Subdivision; thence on an assumed bearing of S00°15'38"W along the west line of a ninety (90.0) foot wide Grand Island Drainage right-of-way, a distance of four hundred forty six and twenty four hundredths (446.24) feet to the northeast corner of Outlot B, Sterling Estates Fourth Subdivision; thence N89°07'20"W along the north Line of said Outlot B, a distance of one hundred fifty three and ninety five hundredths (153.95) feet to the northwest corner of said Outlot B, being the ACTUAL POINT OF BEGINNING; thence continuing N89°07'20"W, distance of sixty (60.0) feet; thence N00°52'40"E, a distance of two hundred (200.0) feet; thence on a seventy (70.0) foot radius curve to the left with a chord bearing of N44°07'20"W, a chord length of ninety eight and ninety nine hundredths (98.99) feet; thence N89°07'20"W, a distance of eighty hundred thirty seven and eighty eight hundredths (837.88) feet; thence N00°52'40"E, a distance of sixty (60.0) feet; thence S89°07'20"E, a distance of four hundred eight and eighty eight hundredths (408.88) feet; thence N00°52'40"E, a distance of one hundred seventeen and sixty hundredths (117.60) feet to a point on the south line of Lot One (1), Sterling Estates Sixth Subdivision; thence S89°00'34"E along said south line of Sterling Estates Sixth Subdivision, a distance of twenty (20.0) feet; thence S00°52'40"W, a distance of one hundred seventeen and fifty seven hundredths (117.57) feet; thence S89°07'20"E, a distance of two hundred ninety five (295.0) feet; thence N00°52'40"E, a distance of one hundred sixteen and ninety six hundredths (116.96) feet to a point on the south line of Lot One (1), Sterling Estates Second Subdivision; thence S89°07'20"E along said south line of Sterling Estates Second Subdivision, a distance of fifteen (15.0) feet; thence S00°52'40"W, a distance of one hundred sixteen and ninety six hundredths (116.96) feet; thence S89°07'20"E, a distance of one hundred forty four and fifty six hundredths (144.56) feet; thence on a sixty (60.0) foot radius curve to the right with a chord bearing of S44°07'14"E, a cord length of one hundred nineteen and forty three hundredths (119.43) feet; thence S00°52'42"W, a distance of two hundred forty five and fifty five hundredths (245.55) feet to the said Point Of Beginning.

The above-described easement and right-of-way tract containing 1.89 acres more or less, as shown on the plat dated Jun. 25, 2015, marked Exhibit "A", attached hereto and incorporated herein by reference.

CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA



701 4th Ave., Suite 2C
 P.O. Box 885
 Holdrege, NE 68949-0885
 TEL 308.995.8706
 FAX 308.995.8921

EXHIBIT
 Page 102 / 285





City of Grand Island

Tuesday, July 14, 2015

Council Session

Item G-5

#2015-169 - Approving Acquisition of Utility Easement - 4160 Old Potash Highway - Hall County School District #2

This item relates to the aforementioned Public Hearing item E-7.

Staff Contact: Tim Luchsinger, Utilities Director

RESOLUTION 2015-169

WHEREAS, a public utility easement is required by the City of Grand Island from Hall County School District 002 (Grand Island Public Schools) to survey, construct, inspect, maintain, repair, replace, relocate, extend, remove, and operate thereon, public utilities and appurtenances, including lines and transformers; and;

WHEREAS, a public hearing was held on July 14, 2015 for the purpose of discussing the proposed acquisition of a utility easement located in the City of Grand Island, Hall County, Nebraska; and more particularly described as follows:

Commencing at the Southeast corner of Lot One (1), Block One (1) Dale Roush Second Subdivision, in the City of Grand Island, Hall County, Nebraska, said point being on the northerly right-of-way line of Old Potash Highway; thence easterly along northerly right-of-way line of said Old Potash Highway, a distance of one hundred sixteen and twenty one hundredths (116.21) feet to the ACTUAL Point of Beginning; thence deflecting left 59°23'52" and running northeasterly, a distance of four hundred eight (408.0) feet to a point of termination. The side lines of the above described tract shall be prolonged or shortened as required to terminate on the boundary of Grantor's property.

The above-described easement tract and right-of-way containing a total of 0.186 acres, more or less, as shown on the plat dated 6/29/2015, marked Exhibit "A", attached hereto and incorporated herein by reference.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island be, and hereby is, authorized to acquire a public utility easement from Hall County School District 002 (Grand Island Public Schools), on the above-described tract of land.

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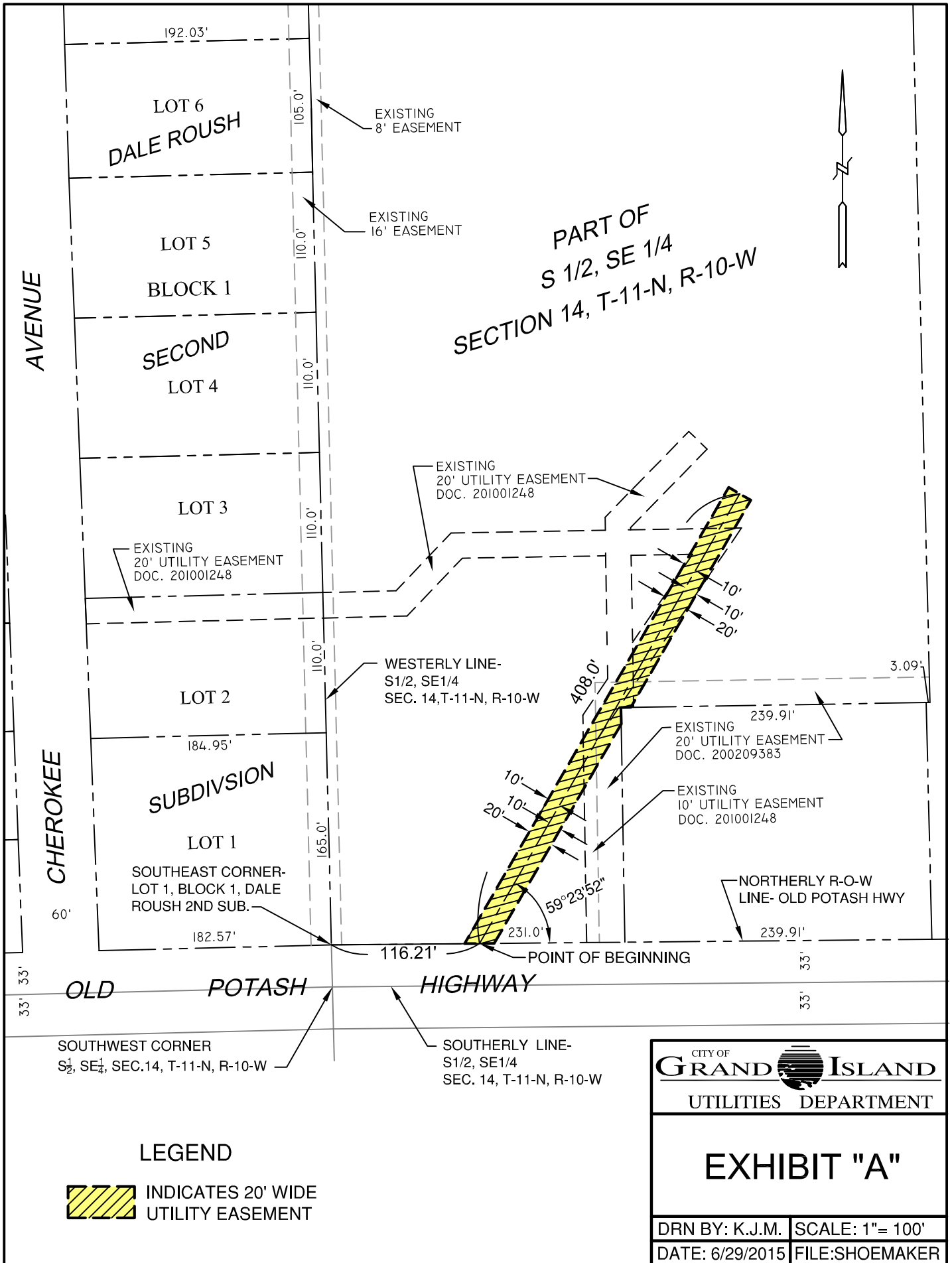
Adopted by the City Council of the City of Grand Island, Nebraska July 14, 2015.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
July 10, 2015	☐ City Attorney



CITY OF
GRAND ISLAND
 UTILITIES DEPARTMENT

EXHIBIT "A"

DRN BY: K.J.M.	SCALE: 1" = 100'
DATE: 6/29/2015	FILE: SHOEMAKER



City of Grand Island

Tuesday, July 14, 2015

Council Session

Item G-6

**#2015-170 - Approving Purchase of Bucket Truck (replacement)
for the Line Division (Unit 1551) of the Utilities Department**

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

From: Timothy Luchsinger, Utilities Director
Stacy Nonhof

Meeting: July 14, 2015

Subject: 2016 Truck with 45 Foot Articulating Aerial Device -
Electric Overhead Division

Presenter(s): Timothy Luchsinger, Utilities Director

Background

The Electric Overhead Division of the Utilities Department maintains approximately 400 miles of overhead line, 25,000 meters and 6,700 streetlights. During the normal eight hour work shift, the duty of responding to trouble calls, repairing streetlights, and replacing and installing meters is done by a two man service crew.

The crew currently uses a 2006 International Model 7400 truck with a Duralift model DPM-40FP aerial device. The existing vehicle has 114,500 miles, and the hour meter has 8,437 hours, which is equivalent to approximately 252,000 miles on the engine and power transmission equipment. The truck has issues with welds cracking on the bucket and boom mounts. The proposed truck will have more bucket capacity and bin space in the utility body. To continue reliable service and a safe workable truck the Electric Department has included this truck for replacement in the current year's budget. The current unit will be sold at auction.

Discussion

The Grand Island City Council approved the use of the National Joint Powers Alliance Buying Group (NJPA) on October 28, 2014 with Resolution 2014-326. To meet competitive bidding requirements, the Utilities Department obtained pricing from the NJPA Contract No.031014-ALT awarded to Altec Industries, Inc.

Specifications for replacement of Unit #1551 were prepared by Department staff, and they are recommending the purchase of the new truck with telescopic articulating aerial device from Altec Industries Inc., of St. Joseph Missouri, in the amount of \$183,262.00.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the purchase of the 2016 Truck with 45 Foot Articulating Aerial Device for the Line Division of the Utilities Department, from Altec Industries St. Joseph, Missouri, in the amount of \$183,262.00.

Sample Motion

Move to approve the purchase of a 2016 Truck with 45 Foot Telescopic Articulating Aerial Device from Altec Industries St. Joseph, Missouri, in the amount of 183,262.00.

Quoted for: City of Grand Island
 Quoted by: Chris Olinger
 Phone: 816-901-4709 Fax: 816-236-1393 Email: chris.olinger@altec.com
 Altec Account Manager: Don Sedlacek

REFERENCE ALTEC MODEL

TA45M	Articulating Telescopic Aerial Device with Material Handling (Insulated)	\$147,652
-------	--	-----------

Per NJPA Specifications plus Options below

(A.) NJPA OPTIONS ON CONTRACT (Unit)

1	TA45M-PERSONEL	Non-Material Handling Platform (ONLY FOR 45' BOOM HEIGHT- TA45)	-\$4,937
2			
3			
4			
5			

(A1.) NJPA OPTIONS ON CONTRACT (General)

1	VRI	120 Volt GFCI Receptacle, Includes Weather-Resistant Enclosure (x2)	\$496
2			
3			
4			
5			
6			
7			
8			

NJPA OPTIONS TOTAL: \$143,211

(B.) OPEN MARKET ITEMS (Customer Requested)

1	UNIT	Platform Tilt at Lower Controls	\$717
2	UNIT & HYDRAULIC ACC		
3	BODY	Custom Fiberglass Body With Aluminum Tailshelf, American Eagle Drawer Kits	\$15,957
4	BODY & CHASSIS ACC	Wire Rack, Ladder Rack, J Hooks on Comp Wall, Torsion Bars, 2nd Boom Rest,	\$7,721
5	ELECTRICAL	Dimensions Inverter, LED Light Bar, GoLights, Spot Lights, Back Up Camera	\$10,741
6	FINISHING		
7	CHASSIS	Custom Chassis	\$2,886
8	OTHER	Extended Warranty	\$1,699

OPEN MARKET OPTIONS TOTAL: \$39,721

SUB-TOTAL FOR UNIT/BODY/CHASSIS: \$182,932

Delivery to Customer: \$330

TOTAL FOR UNIT/BODY/CHASSIS: \$183,262

(C.) ADDITIONAL ITEMS (items are not included in total above)

1			
2			
3			

****Pricing valid for 45 days****

NOTES

PAINT COLOR: White to match chassis, unless otherwise specified

WARRANTY: Standard Altec Warranty - One (1) year parts warranty One (1) year labor warranty Ninety (90) days warranty for travel charges (Mobile Service) Limited Lifetime Structural Warranty. Chassis to include standard warranty, per the manufacturer. (Parts only warranty on mounted equipment for overseas customers)

TO ORDER: To order, please contact the Altec Inside Sales Representative listed above.

CHASSIS: Per Altec Commercial Standard

DELIVERY: No later than 270-300 days ARO, FOB Customer Location

TERMS: Net 30 days

BEST VALUE: Altec boasts the following "Best Value" features: Altec ISO Grip Controls for Extra Protection, Only Lifetime Warranty on Structural Components in Industry, Largest Service Network in Industry (Domestic and Overseas), Altec SENTRY Web/CD Based Training, Dedicated/Direct Gov't Sales Manager, In-Service Training with Every Order.

TRADE-IN: Equipment trades must be received in operational condition (as initial inspection) and DOT compliant at the time of pick-up. Failure to comply with these requirements, may result in customer bill-back repairs.

BUILD LOCATION:

RESOLUTION 2015-170

WHEREAS, the City of Grand Island Electric Overhead Division of the Utilities Department budgeted for a 2016 Truck with 45 foot Articulating Aerial Device in the current budget; and

WHEREAS, on October 28, 2014 with Resolution 2014-326, the City Council approved the use of the National Joint Powers Alliance Buying Group (NJPA) to meet competitive bidding requirements; and

WHEREAS, to meet competitive bidding requirements, the Utilities Department obtained pricing from the NJPA Contract No. 031014-ALT awarded to Altec Industries, Inc., such bid being in the amount of \$183,262.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the purchase of a 2016 Truck with 45 Foot Articulating Aerial Device from the NJPA Contract No. 031014-ALT, in the amount of \$183,262.00, for a 2016 Truck with 45 foot Articulating Aerial Device, is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, July 14, 2015.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☒ _____
July 10, 2015	☒ City Attorney



City of Grand Island

Tuesday, July 14, 2015

Council Session

Item G-7

#2015-171 - Approving Interlocal Agreement with Hall County for Ambulance Service

Staff Contact: Cory Schmidt, Fire Chief

Council Agenda Memo

From: Cory Schmidt, Fire Chief

Meeting: July 14, 2015

Subject: Approval of Interlocal Agreement with Hall County for Ambulance Service

Presenter(s): Cory Schmidt, Fire Chief

Background

The City of Grand Island Fire Department has provided ambulance service for Hall County outside the city limits of Grand Island in the past. The terms of this agreement were in accordance with an Interlocal Agreement between the two parties which originated in 1967. The Agreement expired on June 30, 2015.

Discussion

Councilmembers Nickerson and Minton, City Administrator Ferguson, and staff from the Grand Island Fire Department met with members of the Hall County Board of Supervisors and negotiated a tentative agreement in regards to the Grand Island Fire Department providing ambulance service to areas of Hall County outside the corporate city limits of Grand Island. The proposed agreement stipulates ambulance service being provided by Grand Island Fire Department in exchange for \$196,200 per year for a two year period commencing on July 1, 2015 and ending on June 30, 2017. The Hall County Board approved the agreement on June 30, 2015.

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 Interlocal Agreement between the City of Grand Island and Hall County to provide ambulance service that was negotiated by Councilmembers on behalf of the City.

Sample Motion

Move to approve the Interlocal Agreement between the City of Grand Island and Hall County to provide ambulance service to the areas in Hall County, outside the city limits of Grand Island.

**INTERLOCAL COOPERATION AGREEMENT BETWEEN THE COUNTY OF HALL AND
THE CITY OF GRAND ISLAND FOR AMBULANCE SERVICE**

WHEREAS, pursuant to the Nebraska Interlocal Cooperation Act codified at Article 8, Chapter 13 and §§13-303 and 77-3442 of the Nebraska Revised Statutes, the County of Hall (County) and the City of Grand Island (City) do hereby enter into an Interlocal Cooperation Agreement (Agreement) for the City to provide ambulance service for that part of Hall County not within the boundaries of the City of Grand Island; and

WHEREAS, on August 31, 1967 the Parties entered into an initial agreement for ambulance service for that part of Hall County not within the boundaries of the City of Grand Island; and

WHEREAS, since 1967 the Parties have renewed that agreement periodically; and

WHEREAS, on July 8, 2008 the Parties renewed that agreement for a period of five (5) years ending on June 30, 2013;

WHEREAS, on July 2, 2013 the Parties renewed that agreement for a period of two (2) years ending on June 30, 2015; and

WHEREAS, the Parties wish to again renew their agreement for the City to provide ambulance service for that part of Hall County not within the boundaries of the City of Grand Island.

NOW, THEREFORE, the Parties do hereby set forth the terms of their Interlocal Cooperation Agreement for the City to provide ambulance service for that part of Hall County not within the boundaries of the City of Grand Island as follows:

I.

The duration of this Agreement shall be for two (2) years commencing on July 1, 2015 and ending on June 30, 2017.

II.

The geographic area covered by this Agreement shall be that part of Hall County not within the boundaries of the City of Grand Island. That area is not static and may change during the duration of this Agreement as a result of annexation of portions of the County by the City.

III.

The Parties shall not create any separate legal entity for the purpose of administering this Agreement. The administration of this Agreement is delegated to the City. The City's authority to manage its ambulance service, bill for that service, and retain the revenue generated by that service remains in full force in all instances unless specifically stated otherwise by the terms of this Agreement.

IV.

There shall be no joint method for the Parties to finance the administration of this Agreement. The Parties shall adopt and maintain appropriations to fund their respective financial obligations under this Agreement.

V.

The Parties shall not create any joint fund or acquire joint property for the administration of this Agreement.

VI.

The Grand Island Fire Chief shall be the Administrator of this Agreement.

VII.

The County's financial obligations to the City pursuant to this Agreement shall be as follows:

- A. The County shall make two (2) annual payments to the City of One Hundred, Ninety-Six Thousand, Two Hundred Dollars (196,200.00) for a total of Three Hundred, Ninety-Two Thousand, Four Hundred Dollars (\$392,400.00) during the duration of this Agreement. Annual payments shall be based on the County's fiscal year which begins on July 1 and ends June 30.
- B. The County's annual payments to the City shall be made according to the following schedule:
 - 1. 2015-2016 Fiscal Year
 - a. August 1, 2015 \$ 49,050.00
 - b. November 1, 2015 \$ 49,050.00
 - c. February 1, 2016 \$ 49,050.00
 - d. May 1, 2016 \$ 49,050.00

2015-2016 Fiscal Year Total \$196,200.00

2. 2016-2017 Fiscal Year

- a. August 1, 2016 \$ 49,050.00
- b. November 1, 2016 \$ 49,050.00
- c. February 1, 2017 \$ 49,050.00
- d. May 1, 2017 \$ 49,050.00

2014-2015 Fiscal Year Total \$196,200.00

Duration of Agreement Total \$392,400.00

C. Any ambulance service to the Hall County Jail shall be billed to the County separately in accordance with the City's ambulance fee schedule. The County's financial obligation for ambulance service to the Hall County Jail shall be in addition to the annual payments listed above.

VIII.

The City may set ambulance rates at its discretion but the rate for calls for that part of Hall County not within the boundaries of the City of Grand Island shall be set according to defined and reasonable factors such as mileage.

IX.

The terms of this Agreement shall not be altered or amended unless done so in writing with the approval of both the governing bodies of the Parties.

X.

This Agreement may be terminated by either Party for any reason or no reason upon the approval of such action by the governing body of either Party with a minimum of thirty (30) days notice to the other Party.

WITNESS OUR HANDS

COUNTY OF HALL

Date

By _____
Scott Arnold, Chairperson
Hall County Board of Supervisors

ATTEST:

Marla J. Conley
Hall County Clerk

CITY OF GRAND ISLAND

Date

By _____
Jeremy L. Jensen, Mayor
City of Grand Island

ATTEST:

RaNae Edwards
Grand Island City Clerk

RESOLUTION 2015-171

WHEREAS, the City of Grand Island and Hall County currently have an Inter-Local agreement regarding ambulance service for Hall County ; and

WHEREAS, the current agreement has expired as of June 30, 2015; and

WHEREAS, negotiations resulted in a proposed Inter-Local agreement, and

WHEREAS, the City of Grand Island will receive \$196,200 per year commencing July 1, 2015 and ending June 30, 2017 for the Grand Island Fire Department to provide ambulance service to Hall County outside the city limits of Grand Island.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City Council authorized the Mayor to sign the Inter-Local Agreement between the two parties in regards to ambulance service.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, July 14, 2015.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☒ _____
July 10, 2015	☒ City Attorney



City of Grand Island

Tuesday, July 14, 2015

Council Session

Item G-8

#2015-172 - Approving Police Department Three Year Victims Of Crime Act Grant Application

Staff Contact: Steven Lamken

Council Agenda Memo

From: Police Department
Meeting: July 14, 2015
Subject: 2015 VOCA Grant Application
Presenter(s): Steven Lamken, Police Chief

Background

The Police Department has received a Victims Of Crime Act, VOCA, Federal grant for several years. The VOCA grant funds support the Police Department Victim/Witness Unit. The VOCA grant requires a 20% match from the City. The U.S. Department of Justice (DOJ) has provided a significant increase in the amount of funding available through VOCA grants. The U.S. DOJ has also changed the VOCA grant period from one year to three years in length. The grant application must be submitted in July.

The Police Department is applying for a three year VOCA grant requesting \$118,093 in 2015/2016, \$134,035 in 2016/2017, and \$134,714 in 2017/2018. The grant funding requires the City to pay employee costs of \$14,408 in 2015/2016, \$19,438 in 2016/2017 and \$20,117 in 2017/2018. The grant request provides for the hiring of a Victim Advocate for the Unit.

This action is to obtain Council approval to apply for the grant. It does not obligate the City to accept the grant if approved. Approval of an awarded grant will require Council approval. The 2015 through 2018 VOCA grant is an anticipatory grant application and does not obligate the City Council to accepting the grant or providing for an additional employee.

Discussion

The Police Department has received a Victims Of Crime Act, VOCA, grant for several years. The department must have City Council approval to apply for a grant and also to accept a grant if awarded. VOCA grants require a 20% match of costs by the City. Personnel salary and benefits must be a cash match while the remaining match can be in-kind. The Police Department must have City Council approval to submit an application for a VOCA grant and City Council approval to accept a grant when awarded.

There have been changes in the 2015 year. The U.S. Department of Justice has received a significant increase in VOCA funding that will extend for a minimum of three years. In

addition the U.S. DOJ has changed the grants from one year in length to three years. It is our understanding that the Police Department will not have the opportunity to apply for another VOCA grant until 2018. The grant application must be submitted in July. We recognize that the Council has not completed the 2015/2016 budget nor approved employee requests for the budget. Council approval of the grant application does not obligate the Council to increase staffing. The grant, if awarded, could be modified if the Victim Advocate position was not approved.

The 2014 VOCA grant was \$57,471. Historically the Police Department Unit has had one position, a Victim/Witness Coordinator who provides victim/witness services. The previous grant applications were based upon the limited funding available for VOCA grants. The Nebraska Crime Commission acknowledged that the workload of the Department Victim/Witness Unit was large and a second position was justified. Unfortunately, there was inadequate funding to provide for more resources. The result of this is that our Victim/Witness Coordinator is required to limit services only to victims of serious violent crime. Services are not provided for minor violent crimes or property crimes.

The Police Department is submitting a three year grant application that would add an additional position, a Victim Advocate, to the Victim/Witness Unit. The Victim Advocate will allow the Unit to expand services and provide more comprehensive services to victims. As stated earlier, 20% of the employee salary and benefits must be paid by the City. The Department used a new employee receiving full family health benefits in preparing the application. The required City benefits costs could change depending upon the health benefits of the employee. The benefits costs for the three year grant using full family health for the new employee is:

2015/2016 -	\$14,408
2016/2017 -	\$19,438
2017/2018 -	\$20,117

The remaining match for the grant will be in-kind with office space, equipment, administration and clerical support.

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
- 5.

Recommendation

City Administration recommends that the Council approve the application for a three year Victims Of Crime Act grant by the Police Department to the U.S. Department of Justice.

Sample Motion

Move to approve the Police Department 2015 – 2018, three year Victims Of Crime Act grant application to the U.S. Department of Justice to fund the Victim/Witness Unit.

Grant # _____

**NEBRASKA CRIME COMMISSION
2015 VICTIM ASSISTANCE
Victims of Crime Act (VOCA) & State Victim Assistance
GRANT APPLICATION**

1. Applicant Name: (Agency/Organization) The applicant <u>must</u> be the agency that will receive and disburse the grant funds.	Name: City of Grand Island	Phone (308)385-5444 Fax (308)385-5486
2. Applicant Federal Employer ID #: (must be 9 digits)	47-6006205	
3. Applicant DUNS #:	040919607	
4. Applicant Address:	P.O. Box 1968, Grand Island, Nebraska 68802-1968	
5. Project Title:	Grand Island/Hall County Victim Assistance Program	
6. Project Director: (Receives all correspondence)	Name: Dean Elliott Title: Captain	Phone (308)385-5400 Fax (308)385-5398
	Email: delliot@gipolice.org	
	Address: 111 Public Safety Drive Grand Island, NE 68801-8410	
7. Project Coordinator: (Contact Person)	Name: Kerry Garza Title: Coordinator	Phone (308)385-5409 Fax (308)385-5661
	Email: kgarza@gipolice.org	
	Address: 111 Public Safety Drive Grand Island, NE 68801-8410	
8. Fiscal Officer: (Cannot be Project Director)	Name: Jessica Gracia Title: Police Records Clerk	Phone (308)385-5400 Fax (308)385-5398
	Email: jgracia@gipolice.org	
	Address: 111 Public Safety Drive Grand Island, NE 68801-8410	
9. Authorized Official: (NOTE: The authorized official would include county board chair, mayor, city administrator, state agency director, chair or vice-chair of non-profit agency.)	Name: Jeremy Jensen Title: Mayor	Phone(308)385-5444,140 Fax (308)385-5486
	Email: MayorJensen@grand-island.com	
	Address: P.O. Box 1968 Grand Island, NE 68802-1968	

10. Previous 5-Years Commission funding for this Project:		
Grant #10-VA-229	Amount: \$46,110.00	
Grant #11-VA-212	Amount: \$46,110.00	
Grant #12-VA-213	Amount: \$46,110.00	
Grant #13-VA-217	Amount: \$46,110.00	
Grant #14-VA-220	Amount: \$57,471.00	
11. Area Served by this Project (Counties/Cities)		
Hall County, including the city/towns of Grand Island, Alda, Wood River, Cairo, Boelus, and Doniphan.		
12. Type of Agency:		
<input type="radio"/> State Agency <input type="checkbox"/> Unit of Local Government <input type="radio"/> Private Non-Profit <input type="radio"/> Native American Tribe or Organization <input type="radio"/> Other: (indicate)		
13. Funds will be used primarily to: (check only one)		
<input type="radio"/> Expand services into a new geographic area <input type="radio"/> Offer new types of services <input type="radio"/> Serve additional victim populations <input type="checkbox"/> Continue existing services to crime victims <input type="radio"/> Other:		
14. If awarded, these funds will: (check only one)		
<input type="radio"/> Start a New Victim Services Program <input type="radio"/> Expand or Enhance Existing Program not funded by VOCA in previous years <input type="checkbox"/> Continue Existing Program funded by VOCA in previous years <input type="radio"/> Technology		
15. Identify types of victims to be served with requested Victim Assistance funds and Match funds:		
<input type="checkbox"/> Child Abuse/Physical <input type="checkbox"/> Child Abuse/Sexual <input type="checkbox"/> DUI/DWI Victims <input type="checkbox"/> Domestic Violence Victims <input type="checkbox"/> Adult Victims/Sexual Assault <input type="checkbox"/> Other – Burglary, Arson, Protection Order Violations, Hate Crimes, Stalking, Terroristic Threats, Vulnerable Adult Abuse, Criminal Mischief, Intimidation by Phone, Witness Tampering, Strangulation, Identity Theft, Human Trafficking, Theft	<input type="checkbox"/> Elder Abuse <input type="checkbox"/> Adult Survivors of Incest or Child Sexual Abuse <input type="checkbox"/> Survivors of Homicide Victims <input type="checkbox"/> Robbery <input type="checkbox"/> Assault	
16. Agency Staff & Volunteers (volunteers are required)	# Part Time	# Full Time
Total # of agency volunteers (excluding board members)	3	0
Total # of paid agency staff	0	2
# of volunteers that support <u>this project only</u>	3	0
# of paid staff for <u>this project only</u>	0	2

17. Check the services to be provided by the Victim Assistance funds and Match funds.

- | | |
|--|---|
| <ul style="list-style-type: none">● Crisis Counseling* Follow-up Contact● Therapy● Group Treatment● Crisis Hotline● Shelter/Safe Home* Personal Advocacy | <ul style="list-style-type: none">* Information/Referral* Criminal Justice Advocacy● Emergency Financial Assistance● Emergency Legal Advocacy* Assist with Filing Compensation Claims* VINE assistance to victims* Telephone Contacts (Information & Referral)* Other: Victim Impact Statement and Restitution Assistance, Court Accompaniment, Protection/Harassment Order Assistance, Transportation |
|--|---|

18. Project Summary: (150 words or less)

The Grand Island/Hall County Victim Assistance Program is a public service office established to assist victims of crime throughout the criminal justice process in order to prevent any further victimization, to reduce the trauma of the crime experience, and to aid in the rebuilding of the victim to a state of well-being. The Program, made possible by a grant from the Nebraska Crime Commission, became operational in April 2004 and functions under the Administrative Division of the Grand Island Police Department. The program encompasses all of Hall County and includes victims/witnesses of certain crimes handled within the jurisdiction of the Grand Island Police Department, Hall County Sheriff's Office, and occasionally the Nebraska State Patrol. The agency, conveniently located in the Law Enforcement Center, is staffed with one full-time bilingual coordinator and a few part-time trained volunteers and is open Monday through Friday 9:00 to 5:00.

3-Year Proposed Project Budget

Year 1 figures must match those in the application's request. Year 2 and 3 are considered proposed amount that are subject to change. One-time purchases are to occur in Year 1 or 2 to ensure the project fully benefits from the items. Each year will be considered a 12 month period unless otherwise indicated by the applicant (should be noted on this form).

Category	Year 1 – 2015/2016 Requested Federal Amount	Year 1 Match Share	Year 2 – 2016/2017 Proposed Federal Amount	Year 2 Match Share	Year 3 – 2017/2018 Proposed Federal Amount	Year 3 Match Share
A. Personnel	\$92,664.00	\$14,408.00	\$114,597.00	\$19,438.00	\$114,597.00	\$20,117.00
B. Consultants/Contracts						
C. Travel						
D. Supplies/Operating Expenses		\$9,211.00		\$9,211.00		\$9,211.00
E. Equipment	\$1,810.00				\$2,715.00	
F. Other Costs						
TOTAL AMOUNT	\$94,474.00	\$23,619.00	\$114,597.00	\$28,649.00	\$117,312.00	\$29,328.00

BUDGET SUMMARY – Year 1

Category	Requested Federal Amount	Match Share	Total Project
A. Personnel	\$92,664.00	\$14,408.00	\$107,072.00
B. Consultants/Contracts			
C. Travel			
D. Supplies/Operating Expenses		\$9,211.00	\$9,211.00
E. Equipment	\$1,810.00		\$1,810.00
F. Other Costs			
TOTAL AMOUNT	\$94,474.00	\$23,619.00	\$118,093.00
% Contribution	80%	20%	100%

CERTIFICATION: I hereby certify the information in this application is accurate and, as the authorized official for the project, hereby agree to comply with all provisions of the grant program and all other applicable state and federal laws.

Name of Authorized Official:	Jeremy Jensen
Title:	Mayor
Address:	P.O. Box 1968
City, State, Zip:	Grand Island, NE 68802-1968
Telephone:	(308)385-5444, Extension 144
Signature:	
Date:	

(NOTE: Authorized official includes county board chair, mayor, city administrator, state agency director, chair or vice-chair of non-profit agency.)

Year 1 - Proposed Project Period (month/day/year): From 10/01/15	To 9/30/16
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CATEGORY A – PERSONNEL

Title/Position Full-time or Part-time	* N or E	Current Annual Salary	Requested Annual Salary	% Time Devoted	Amount Requested	Match	Subtotal	Requested Fringe	Match Fringe	TOTAL COSTS
Project Coordinator Full-time	E	\$41,253.00	\$43,106.00	100%	\$43,106.00	\$	\$43,106.00	\$15,096.00	\$	\$58,202.00
Victim Advocate Full-time	N	\$	\$29,203.00	100%	\$21,902.00	\$	\$21,902.00	\$12,560.00	\$6,865.00	\$41,327.00
Volunteers (100 hrs. @ \$9.00 per hour)	E	\$	\$	100%	\$	\$ 900.00	\$ 900.00	\$	\$	\$ 900.00
GIPD Support Staff (36 hrs. @ \$16.67 per hour)	E	\$	\$	100%	\$	\$ 600.00	\$ 600.00	\$	\$	\$ 600.00
Hall County Investigator (250 hrs. @24.17 per hour)	E	\$	\$	100%	\$	\$6,043.00	\$ 6,043.00	\$	\$	\$ 6,043.00
		\$	\$	%	\$	\$	\$	\$	\$	\$
		\$	\$	%	\$	\$	\$	\$	\$	\$
		\$	\$	%	\$	\$	\$	\$	\$	\$
		\$	\$	%	\$	\$	\$	\$	\$	\$
		\$	\$	%	\$	\$	\$	\$	\$	\$
		\$	\$	%	\$	\$	\$	\$	\$	\$
		\$	\$	%	\$	\$	\$	\$	\$	\$
*N for New; E for Existing					Amount Requested	Match	Subtotal	Fringe Requested	Fringe Match	TOTAL COSTS
Total Personnel Budget					\$65,008.00	\$7,543.00	\$72,551.00	\$27,656.00	\$6,865.00	\$107,072.00

CATEGORY A – PERSONNEL NARRATIVE:

1. Direct Salaries.

The City of Grand Island has a 15-step pay plan for non-union employees based on merit. The existing position of **Coordinator** will receive a Step 15 salary of \$43,106.00 which includes a 10-01-2015 3% COLA. This is a full-time position based on 2080 hours per year with 100% of that time devoted to the project. The amount of federal funds requested for that position is \$43,106.00. The Director is currently the only paid staff. A list of duties includes: provide direct service to victims of crime; recruit, train, and supervise volunteers and new full-time victim advocate; maintain proper records of all activities; promote public awareness of victim assistance services; coordinate grant management activities.

A new full-time **Victim Advocate** would begin January 1, 2016 and will work Sunday through Thursday 1:00pm to 10:00pm, extending our business hours 8 hours on Sundays and 5 hours per day Mondays through Thursdays. The advocate, who will be trained to work with children as well as adults, will provide direct service to victims of crime, maintain proper records of all activities, and promote public awareness of victim assistance services. This position is based on 2080 hours per year at the rate of \$14.04 per hour, a Step 1 salary of the City's 15-step pay plan, with 100% of that time devoted to the project. We are requesting federal funds for 9 months of the advocate's salary in the amount of \$21,902.00.

Volunteers for the program will provide conservatively 100 hours of service annually, assisting the Coordinator with victim advocacy and public awareness of victim assistance services. 100% of that time will be devoted to the project and will amount to a local match of \$900.00 (100 hours x \$9.00). Hall County Attorney's part-time Investigator will provide approximately 250 hours of service annually, assisting the Coordinator by locating victims and providing advocacy. 100% of that time will be devoted to the project and will amount to a Hall County match of \$6,043.00 (250 hours x \$24.17).

The existing position of **Project Director** will contribute approximately 2% of his time, equal to roughly \$1,674.00 (41.6 hours x \$40.23 per hour), to the project. The Director of the program will consult with the Coordinator regarding the program's activities. He will maintain weekly Coordinator contact, conduct a quarterly staffing, and prepare an annual written employee evaluation. Regarding direct victim service and specific cases, Director will continue to provide support, direction and guidance to Coordinator and victim advocate as needed.

The existing **Fiscal Officer** will devote 2% of her time, equal to \$612.00 (41.6 hours x \$14.70 per hour) to the project. The Officer will oversee the finances of the project.

Neither the Project Director's nor the Fiscal Officer's hours will be factored into the federal request or match portion of our grant.

Grand Island Police Department **Support Staff** will continue to provide 36 hours of service to the program. Support personnel will assist the coordinator by answering the telephone, reviewing reports, setting up victim files, filing, inputting data and maintaining records. 100% of that time will be devoted to the project and will amount to \$600.00 (36 hours x average \$16.67 per hour) City match.

2. Fringe Benefits.

The total fringe benefits for the Coordinator are estimated at \$15,096.00 and include the following: individual high deductible health insurance (\$5,179.00), individual Health Savings Account Employer Contribution (\$1,250.00), individual dental insurance (\$347.00), Social Security (\$2,673.00), Medicare (\$625.00), Pension (\$2,586.00), Bilingual Pay (\$1,500.00), Health Retirement Account (\$780.00), life insurance (\$78.00), and disability (\$78.00).

The total fringe benefits for the Victim Advocate are estimated at \$25,900.00 (\$19,425.00 for 9 months) and include the following: family traditional health insurance (\$19,942.00), family dental insurance (\$1052.00), Social Security (\$1,811.00), Medicare (\$423.00), Pension (\$1,752.00), Health Retirement Account (\$780.00), life insurance (\$78.00), dependent life insurance (\$9.00), and disability (\$53).

We are requesting federal funds for fringe benefits in the amount of \$27,656.00 (Coordinator \$15,096.00 + Victim Advocate for 9 months \$12,560.00 (\$19,425.00 minus match)) and the remaining \$6,865.00 will be paid by the City of Grand Island as a local match.

3. Total Personnel Budget

The total personnel budget for fiscal year 2015-16 is \$92,664.00 (\$43,106.00 Coordinator salary + \$15,096.00 Coordinator benefits + \$21,902.00 Victim Advocate salary + \$12,560.00 Victim Advocate benefits) in federal request with a local match of \$14,408.00 (\$900.00 Volunteers + \$6,043.00 Hall County Investigator + \$600.00 GIPD Support Staff + \$6,865.00 Victim Advocate Fringe Benefits) for a total cost of \$107,072.00.

CATEGORY D – SUPPLIES AND OPERATING EXPENSES

1. SUPPLIES:					
Item	Quantity	Unit Price	Amount Requested	Applicant's Match	TOTAL COSTS
		\$	\$	\$	\$
		\$	\$	\$	\$
		\$	\$	\$	\$
		\$	\$	\$	\$
		\$	\$	\$	\$
Supplies SUBTOTAL			\$	\$	\$
1. OPERATING EXPENSES:					
		Rate (per month)	Amount Requested	Applicant's Match	TOTAL COSTS
Rent – Equipment		\$	\$	\$	\$
Rent – Facilities		\$463.00		\$ 5,558.00	\$ 5,558.00
Telephone		\$ 6.92		\$ 83.00	\$ 83.00
Utilities		\$	\$	\$	\$
Auto Lease		\$	\$	\$	\$
Photo Copying		\$	\$	\$	\$
Printing		\$	\$	\$	\$
Non-consultant Contract Help		\$	\$	\$	\$
Bookkeeping/*Audit		\$	\$	\$	\$
Other: Computer User Fees Coordinator		\$ 148.75	\$	\$ 1,785.00	\$ 1,785.00
Other: Computer User Fees Victim Advocate		\$ 148.75	\$	\$ 1,785.00	\$ 1,785.00
Operating Expenses SUBTOTAL			\$	\$ 9,211.00	\$ 9,211.00
SUPPLIES / OPERATING EXPENSES TOTAL			\$	\$ 9,211.00	\$ 9,211.00

CATEGORY D - SUPPLIES AND OPERATING EXPENSES NARRATIVE:

1. Supplies

No federal funds are being requested for supplies, nor are supplies figured into the match portion of the grant.

2. Operating Expenses

No federal funds are being requested for operating expenses, but they will be included in the match portion of our grant.

The Victim Assistance Program office is located in Grand Island's Law Enforcement Center. The City provides this space as an in-kind match. The 306 square foot office, with a secure entrance, is appraised at a fair market value of \$14 per square foot, as is the adjoining 91 square foot office. Utilities, 3 cubicles with computers, custodial services, and receptionists are included with the facility. Monthly rent is figured at \$463.00 per month, or \$5,558.00 annually. Telephone service, also provided by the City, is estimated at \$6.92 per month, or \$83.00 annually, and is included in the match portion of our grant.

The County operates a Spillman software criminal justice program. Included on the system of shared data are the Hall County Sheriff, Hall County Attorney, Hall County Corrections, Hall County Court, and the Grand Island Police Department. The user fee for this system, including Internet, email, and support service is approximately \$148.75 per month, or \$1,785.00 per year, and will be provided for 2 users as a local match of \$3,570.00 (\$1,785.00 x 2).

The City Of Grand Island has made a vehicle available to the Victim Assistance Program staff and volunteers. Grand Island Police Department training funds have been and will be used to send the Program Coordinator and/or Victim Advocate to the annual Crime Victims' Rights Week Conference in Omaha and to other relevant trainings. However, neither expense is figured into the grant.

3. Total Supplies and Operating Expenses

Total supplies and operating expenses budget provided by Hall County and the City of Grand Island as a local match is \$9,211.00 (\$5,558 rent + \$83 telephone + \$3,570 computer user fees).

CATEGORY E – EQUIPMENT

Section 1. Program Related					
Item	Quantity	Unit Price	Amount Requested	Applicant's Match	TOTAL COSTS
		\$	\$	\$	\$
		\$	\$	\$	\$
		\$	\$	\$	\$
		\$	\$	\$	\$
Program SUBTOTAL			\$	\$	\$
Section 2. Office Related					
Item	Quantity	Unit Price	Amount Requested	Applicant's Match	TOTAL COSTS
Desktop Computer	2	\$905.00	\$1,810.00	\$	\$1,810.00
		\$	\$	\$	\$
		\$	\$	\$	\$
		\$	\$	\$	\$
Office Related SUBTOTAL			\$	\$	\$
Section 3. Household/Maintenance Related					
Item	Quantity	Unit Price	Amount Requested	Applicant's Match	TOTAL COSTS
		\$	\$	\$	\$
		\$	\$	\$	\$
		\$	\$	\$	\$
		\$	\$	\$	\$
Household / Maintenance SUBTOTAL			\$	\$	\$
			Amount Requested	Applicant's Match	TOTAL COSTS
EQUIPMENT TOTAL			\$1,810.00	\$	\$1,810.00

CATEGORY E – EQUIPMENT NARRATIVE:

The Victim Assistance Program office contains 3 cubicles, each with its own computer, which has allowed 2 volunteers to assist the coordinator simultaneously. Our Coordinator and volunteers alike have access to the various programs used to obtain case status updates for victims and to then manage victim demographic and contact information. All of our computers have been upgraded periodically and the City of Grand Island provided our Coordinator with a new computer just this quarter. Our other 2 computers, however, have reached their capacities and are not currently in the IT budget for upgrade. The Victim Case Management System (VCMS) currently used by our program is essentially obsolete and scheduled to be updated and our computers must be able to support the new database. Thus, with the addition of a full-time advocate, we will need a new computer for that advocate. We will also need a new computer for the 3rd cubicle which is utilized by our volunteers.

Our office is equipped with its own printer/scanner/copier/fax to which the new advocate and volunteers will have access. The advocate will also have full necessary access to Spillman software criminal justice program which includes shared data from the Hall County Sheriff, Hall County Attorney, Hall County Corrections, Hall County Court, and the Grand Island Police Department. The user fee for this system, provided as a local match, will also include Internet, email, and support service. Our IT department will purchase 2 Dell OptiPlex 9020 desktop computers because they are reasonably priced and because they are designed for ultimate durability, reliability, and adaptation to unique work styles such as ours. IT has provided us with a quote of \$904.97 each, which does not include applicable shipping, taxes and state environmental fee. We are requesting federal funds for the purchase of 2 computers in the amount of \$1,810.00 (\$905.00 x 2).

Sustainability (Limit 3 pages)

Describe:

1. **Organizational structure and operations that lend to the project's sustainability.** The Grand Island/Victim Assistance Program first received funding from the Nebraska Crime Commission in October 2003 and officially opened for business on April 1, 2004. The program functions under the Administrative Department of the Grand Island Police Department on a total annual operating budget of approximately \$60,000-\$70,000. Our primary source of funding has been the \$46,000-\$57,000 Victims of Crime Act (VOCA) grant, with an additional \$15,000 match provided by Hall County and the City of Grand Island. Our program, staffed with one full-time bilingual (Spanish/English) coordinator and 3 active part-time volunteers, serves over 2000 unduplicated clients each year. Police Department Support Staff contribute a few hours per month to that accomplishment. It is our mission to assist victims throughout their cases in order to prevent any further victimization, to reduce the trauma of the crime experience and to aid in the rebuilding of the victim to a state of well-being. In addition, it is our hope to improve the attitude of the victim/witness, and the community in general, towards the criminal justice system.
2. **Long-term sustainability plan to include at least three specific activities accomplished in the past 12 months or planned for in the upcoming year.**

Current activities related to long term funding are as follows:

Presentations to the Grand Island City Council,
Provision of GIPD support staff hours to the Victim/Witness Unit,
Provision of GIPD light-duty police officers hours to the Victim/Witness Unit,
Presentations to public civic organizations.

3. **Discuss the contingency plan should the project not receive funds.** Since its inception, Victim Assistance Program staff has done, and continues to do, several presentations to community organizations. Those presentations always include information about our funding and the need for community support. We also inform our elected representatives on the status of funding for the Victim/Witness Unit. We are currently in the process of presenting information regarding the 2015 application and estimated funding budget to the Grand Island City Council. We will also present after the grant award with specific funding requirements for the City.
Award funding has varied each year. On every occasion, the City of Grand Island has met any financial shortfall as it relates to the program needs. While we cannot speak for future councils should the program not receive funds, the City of Grand Island and Hall County are committed partners to the effort and funding for the Victim/Witness Unit. In the event that we lose VOCA dollars, we will make formal pleas for continued funding to the City of Grand Island and Hall County. If unable to obtain the current level of funding, and to the necessary degree, we would reduce our office hours or the number of services and/or service hours provided to crime victims. Our list of the types of crimes covered would be shortened and would likely no longer include such misdemeanors as criminal mischief, theft, intimidation by phone, disturbing the peace, or harassment.

Supplemental Funding Chart:

List Sources of Funding (add lines as needed)	Is applicant direct Recipient of funds?	Projected 2015 – 2016 (12 months)	Actual 2014-2015 (12 months)
CRIME COMMISSION:			
STOP VAWA (federal)	<input type="radio"/> Y <input checked="" type="radio"/> N		
VOCA (federal)	<input checked="" type="radio"/> Y <input type="radio"/> N	\$93,931.00	\$57,471.00
	<input type="radio"/> Y <input type="radio"/> N		
	<input type="radio"/> Y <input type="radio"/> N		
DHHS:			
FVPSA (federal)	<input type="radio"/> Y <input checked="" type="radio"/> N		
DHHS (state)	<input type="radio"/> Y <input checked="" type="radio"/> N		
NHAP (state & federal)	<input type="radio"/> Y <input checked="" type="radio"/> N		
	<input type="radio"/> Y <input type="radio"/> N		
NDVSAC:			
SASP (federal)	<input type="radio"/> Y <input checked="" type="radio"/> N		
RPE (federal)	<input type="radio"/> Y <input checked="" type="radio"/> N		
	<input type="radio"/> Y <input type="radio"/> N		
Other FEDERAL:			
Discretionary (ID Type)	<input type="radio"/> Y <input checked="" type="radio"/> N		
	<input type="radio"/> Y <input type="radio"/> N		
	<input type="radio"/> Y <input type="radio"/> N		
Other STATE:			
	<input type="radio"/> Y <input checked="" type="radio"/> N		
	<input type="radio"/> Y <input type="radio"/> N		
Other LOCAL:			
	<input type="radio"/> Y <input checked="" type="radio"/> N		
	<input type="radio"/> Y <input type="radio"/> N		
	<input type="radio"/> Y <input type="radio"/> N		
OTHER: (i.e., service fees)			
	<input type="radio"/> Y <input checked="" type="radio"/> N		
	<input type="radio"/> Y <input type="radio"/> N		
	<input type="radio"/> Y <input type="radio"/> N		

Community Description (Limit 3 pages)

1. Grand Island, Nebraska is located in Hall County in Central Nebraska where Interstate 80 and Highways 30 and 34 intersect Highway 281. The total county population is 61,492 according to U.S. census data. The estimated population of Grand Island is 50,550. Other communities in Hall County are Doniphan, Wood River, Cairo, Boelus and Alda. Grand Island is a major retail sales location with other major industry being light manufacturing, medical and health services, and a large beef packing plant which employs approximately 3,500 people (80% of them Hispanic, a majority of which speak Spanish). We have a rich blend of cultural influences in our community with significant immigrant populations from South and Central America (Mexico, El Salvador, Guatemala, Cuba primarily), Sudan, Somalia, Bosnia, Laos, and Vietnam. Because of our close proximity to the Interstate and highways, we do have many drug-related crimes and gang-related activities in our community. Grand Island Police Department has 6 Patrol Officers, 1 Investigator, and 1 Supervisor assigned to the Gang Operations Unit tasked to gather intelligence and work on increasingly effective methods of tracking gang-related crimes. Prevention efforts provided by Police School Resource Officers include Gang Resistance Education and Training to all Grand Island Public Schools' 5th grade and middle school students. In order to help reduce crime in the city of Grand Island, the Police Department has created a Crime Prevention Unit, which consists of 2 Crime Prevention Officers and 1 Crime Analyst.

Fortunately, Hall County has a variety of helping agencies which actively participate in this project. The Central Nebraska Child Advocacy Center (CNCAC), which is a fully accredited center by the National Children's Alliance since 2005, covers an 11-county area providing outreach and support to the child victims and non-offending family members. All of their services are provided at no cost to victims and/or their families. If referrals are made for mental health services and the family does not have insurance or resources to pay for these services then the CNCAC has made arrangements with various providers to pay these fees at a reduced cost. The basic components of their advocacy include the following elements: providing crisis response to child victims and their non-offending family members seen in their center following the report of the crime; forensic interviews, ongoing support and personal advocacy to the child victim and non-offending family members. Because the CAC, however, only provides services to children who were interviewed at their center, our agency still works with numerous child victims and their families. Our new full-time advocate, thus, will be trained to work with children as well as adults. The Crisis Center provides 24-hour emergency and supportive services to victims of domestic violence and sexual assault from Hall, Howard, Hamilton and Merrick counties. Their services include, but are not limited to: safe shelter, transitional shelter, transportation, financial assistance, advocacy, support groups, child care, information and referrals. Hope Harbor provides a transitional shelter and other services to families who are temporarily displaced from their homes and to our refugee community. We make referrals to the CNCAC, Crisis Center and Hope Harbor, and to: St. Mary's Immigration Services, Nebraska Legal Services, DHHS, WIC, Community Food Pantry, Goodwill Services and numerous counseling agencies and churches. Agencies that actively participate in this project include: Grand Island Police Department, Hall County Sheriff's Office, Crisis Center, CAC, Hall County Attorney's Office and District 9 Probation Office.

2.

Race	Number	% of Total Population
White	57003	92.7
Black/African American	1537	2.5
American Indian/ Alaska Native	984	1.6
Asian	800	1.3
Native Hawaiian/Other Pacific Islander	307	.5
Other	861	1.4
*Total Population	61492	100%
Hispanic or Latino		
*Total Population	61492	100%
Hispanic or Latino	15619	25.4
Not Hispanic or Latino	43044	70.0

*Total Population – these are the same number

Counties included in above table: Hall County Nebraska.

Source of Date: <http://quickfacts.census.gov/qfd/index.html> U.S. Census Bureau: State and County QuickFacts. Data derived from Population Estimates, American Community Survey, Census of Population and Housing, State and County Housing Unit Estimates, County Business Patterns, Nonemployer Statistics, Economic Census, Survey of Business Owners, Building Permits Last Revised: Wednesday, 22-Apr-2015 08:59:46 EDT

Problem Statement (Limit 5 pages)

1. The problem to be addressed by this proposed project is crime and its devastating effect on individuals and families in the community of Grand Island and Hall County, Nebraska

There is a high number of felony and serious misdemeanor crime in Hall County that has a direct impact on not only the victims of that crime, but on their families and friends as well. Following a crime, one may experience trauma, emotional and psychological problems, loss of control, loss of income, loss of business, loss of property, loss of life, loss of security, and/or loss of trust. Another cost, paid by victims and entire communities, is that of the criminal justice system.

The FBI Report of Offenses Known to Law Enforcement in 2014 indicates overall a 6.49% decrease in crime in Grand Island with violent crime decreasing 3.82% from 2013 and property crime decreasing 6.64% from 2013. In Grand Island, there were 26 reports of forcible rapes, 6 attempted rapes and 40 other sex offenses. An additional 3 sexual assaults and 1 sex offense were investigated by the Hall County Sheriff's Office. The Victim Assistance Program (VAP) assisted 37 adult victims of sexual assaults and sex offenses in 2014. The reported incidents of assault also remain high in Hall County. Grand Island Police Department investigated 381 assaults and 232 domestic assaults, while Hall County Sheriff's Office investigated an additional 18 assaults and 16 domestic assaults. The VAP provided services to 321 victims of assault and 223 victims of domestic violence crimes. Law Enforcement agencies investigated a total of 267 reports of child abuse/neglect, and although the CAC is working with child victims who are interviewed in their center, the VAP still served 399 children, victims of serious crimes as well as victims of assault, threats, phone harassment, and theft. Other incidents of crime in the county include 9 robberies and 428 burglaries, many of them residential. The VAP served 10 robbery and 439 burglary victims.

Because of our close proximity to the Interstate and highways, we do have many drug-related crimes in Grand Island. In 2014 the Grand Island Police Department investigated 415 drug-related incidents (a 46.67% increase from 2013) resulting in arrests, citations, or referrals of 798 different charges. Gang-related activities are also on the rise in our community, with the most visible signs being: graffiti, felony assaults, property damage, self-reported increase in recruitment, and local alignment with out-of-state gangs. 144 "gang-flagged" incident reports in 2014 indicate a 3.6% increase over 2013, although a portion of this number most likely also indicates better documentation by our officers of contacts with gang members and their associates.

There is a large population of elderly, 8547 in Hall County according to the 2014 Census estimates, in our community. The VAP provided assistance to 306 last year. We know that offenders prey on the elderly because of stereotypical vulnerabilities related to age and we want to remain vigilant in providing these services to the elderly.

The underreporting of crime is an issue in all communities. However, within the Hispanic community there is the potential for the incidence of underreporting to be much higher. The perception of the lack of access, information, and a voice in the criminal justice system exacerbates this problem. Those with illegal immigration status are especially vulnerable. The Hispanic population reported by U.S. census data is 25.4% in Hall County. Hispanic crime victims, in 2014, made up approximately 38.5% of the VAP's clientele. Since we do not assume we are reaching every Hispanic crime victim, we believe the figures indicate a need for concern that there is a proportionately higher rate of victimization within the Hispanic community, suggesting a greater need for services.

2. Provide Statistical Documentation of the Problem

Number of Victims Served (face to face & telephone)	2012	2013	2014	% of change from 2012 to 2014
Total # Victims Provided Direct Services:	2195	2328	2230	+1.6
(unduplicated) Face to Face	N/A	N/A	N/A	N/A
Telephone	N/A	N/A	N/A	N/A
Total # of children served (0-17 years)	427	387	399	-6.6
Total # of elderly victims served (65+)	260	248	306	+17.7
Total # minority victims served	1040	997	1031	-0.9
Number of Victims Served by Type of Crime:				
Homicide Survivors	8	5	5	-37.5
Sexual Assault / Adult	58	35	37	-36.2
Child Abuse / Physical	46	50	60	+30.4
Child Abuse / Sexual	83	87	52	-37.3
Intimate Partner Violence	379	315	223	-41.2
Adult Survivor of Incest / Child Sexual Assault	2	2	0	-100
Assault	309	347	321	+3.9
DWI / DUI Crashes	22	2	4	-81.8
Robbery	46	31	10	-78.3
Elder Abuse	2	2	0	-100
Burglary	303	521	439	+44.9
Other:	936	931	1068	+14.1
Total # adult victims provided shelter	N/R	N/R	N/R	N/R
Total # child victims provided shelter	N/R	N/R	N/R	N/R

Source of data: *Analyst International's Victim Case Management System (VCMS) Provided by Nebraska Crime Commission.*

- *Face to Face and Telephone Contact statistics are available. A technical problem, however, prevents us from accessing the unduplicated numbers served. Provided below is the total number of F/F, telephone, follow up and email contacts.*

Additional Statistics	2012	2013	2014	%Change from 2012 to 2014
Number of e-mail contacts	704	1046	1922	+ 173
Number of telephone services	5402	7038	7348	+36.0
Number of face to face services	855	818	1068	+24.9
Number of follow up contacts	1115	1452	1724	+54.6

Solution (Limit 4 pages)

1. Project Operations

The Grand Island/Hall County Victim Assistance Program (“VAP”) has a cooperative relationship with several community-based agencies. The goal is to provide for continuity of comprehensive victim services, without duplication. The agencies currently include: law enforcement (the Hall County Sheriff’s Department; the Grand Island Police Department; District #9 Probation, and Howard County Attorney and Nebraska State Patrol on a more limited basis.); and also include: the Crisis Center; the Children’s Advocacy Center (CAC), and the Hall County Attorney’s Office. The VAP coordinator also attends the local Community Response Team (CRT) and the child abuse treatment and investigative team meetings required by LB 1184 to monitor and coordinate the investigation and treatment of families where child abuse or neglect has been found, and interacts with other organizations including: Central Health Center, Saint Francis Hospital, and Hall County School System.

Every morning, the VAP coordinator and/or the volunteer review all reports generated by the Grand Island Police Department (GIPD) and the Hall County Sheriff’s Office (HCSO) in the 24-hour period immediately preceding arrival at the office. We screen the reports for victims of domestic violence, sexual assault, child abuse, and other high priority crimes to determine the immediacy of need for victim services. It is our view that many crimes involving family violence are reported as “other” crimes, such as: criminal mischief, theft, trespassing, etc. With domestic violence, for instance, as a batterer’s abusive conduct escalates, a batterer will act out violently against the personal property of the victim (including pets) as a way to instill fear and gain control over the victim. For this reason, the VAP reads all reports to determine if the facts—not just the reported charge—fall within the criteria for VAP intervention. If the case involves domestic violence or sexual assault, we call the Crisis Center (in accordance with our CRT protocols) to allow them to make immediate initial contact with the victim. The VAP will follow-up that afternoon or the next day unless otherwise contacted by the Crisis Center or the victim.

Many times, cases are determined to be open/not workable or closed by the investigating officers. Often, it’s because there is a crime that occurred against a victim, but the evidence does not lead to a clear suspect. Since the case may not go further in the system without more evidence, the VAP contacts these victims as soon as possible. At that time, we offer support, referrals to community resources and Crime Victims Reparations, safety planning, and explanations for why the case cannot move forward. When applicable, we also help them to document further activity in the hopes that they will continue to turn to law enforcement, and that they will have a better case next time. Occasionally, victims have additional pertinent information, so we refer them back to law enforcement, and accompany them or assist them if they desire. If/when there was an error or misunderstanding on the part of law enforcement, we contact the officer or a superior to correct that error.

Many of our cases are referred to the County Attorney before an actual arrest is made. In these instances, the VAP also makes contact with the victim. The purpose is to offer aforementioned services and: to help the victim determine if follow-up is needed within the system; answer whatever questions the victim(s) may have, explain the process and how it will affect them, and establish a link between the victim, law enforcement, and other helping agencies. We find that victims often feel more comfortable communicating their wishes/concerns etc. to someone who is not a member of “law enforcement.” Once a qualifying case comes to the VAP coordinator’s attention, initial contact is attempted or made either by telephone or face to face, along with a letter. The VAP will continue to assist the victim throughout the process, as long as the victim desires, and will facilitate continued communication between the victim and the other agencies. In those cases where there was a custodial arrest, we provide all the same services, but we contact victims immediately so we can help them access the VINE system before the inmate is released from jail and to find out if they have information or requests for the prosecutor regarding bond.

Some cases referred to the County Attorney are declined or dismissed. In this instance, we contact victims to inform them, and then proceed as with the previously mentioned victims. Fortunately, many cases are charged by the Hall County Attorney and will be prosecuted. In addition to the earlier explained services, the VAP, which has access to the County Attorney's case management system, checks the status of the victim's case and then notifies them of the status, name of the prosecutor, location of the courthouse/courtroom, and court dates/times. Once we have made initial contact with that victim and done the preliminary work, we encourage them to call us within a certain period of time relevant to that case (2 weeks before the trial, for instance). We continue to check on the status of that case until it is closed, and we continue to contact that victim when we note changes, but we do let them know that they should call us anytime with questions, etc. It is during this time that we help prepare the victims to testify in court. To make them more comfortable, we set up meetings with the prosecutors, we accompany them to the courthouse/courtroom for an "orientation," and we answer numerous questions they usually have about everything from what to wear to what to expect from the defense attorney. It is also during this time that victims are given the opportunity to talk about what they want to see happen with the case. To facilitate the victims having a "voice" within the system, we communicate their wishes to the prosecutors. Many cases are settled with plea agreements. For those that are not, we accompany victims (per their request) to court.

Once a court case is disposed of, we continue to follow-up with victims according to their needs. If the case is set for sentencing, we assist the victim in doing a Victim Impact Statement. We either contact the probation officer (who is responsible for the pre-sentence investigation) for them, or give them information on how to contact the responsible officer. We explain to them the reason for the statement, how it will be used, who will read it, etc. so they can make an informed decision on whether to execute their rights. We often attend sentencings with or for our victims, and then inform and explain to them what happened and what will happen next. In cases where the defendant is sentenced to prison, we provide the victims with handbooks, Parole Board information and telephone numbers, VINE instructions, etc. We have also accompanied victims to Parole Board Hearings.

There is an air of easy cooperation between the Victim Assistance Program personnel and the various Criminal Justice System agencies. Nonetheless, it is made clear to the victims that the VAP is advocating for the victim and advancing his or her desires only. VAP files are not shared with the attorneys, nor are our computer records accessible to the other agencies. For the most part, the goal of the Criminal Justice System and the VAP are similar, to create an environment in which a victim will return to the system, while holding the defendant as accountable as possible. On occasions where each agency takes an opposing position, each agency has respected the position of the other.

To all persons who are victims of crime in Hall County (or a victim of a serious felony in Howard County), the VAP is committed to providing the same services. Now, because of the VAP caseload and limited manpower, victims of violent physical crimes receive the highest priority. Our new advocate would allow us to contact the lower priority victims in a timelier manner and more victims overall. Elderly or minority victims of otherwise "low-priority" crimes are also contacted promptly. In order to reach out to our growing Hispanic population, our voicemail and victim letters are done in both English and Spanish, and we leave telephone messages in both languages. Our CAC only provides services to non-offending family members and child victims who were interviewed in their center. The Department of Health and Human Services will provide services to some of the other child victims. This leaves numerous child victims and families to be served by the Victim Assistance Program. For this reason, a new full-time advocate would be trained to work with children and would work during afternoon and evening hours to accommodate the schedules of schoolchildren and working parents.

2. Volunteer Job Description- Our program fully depends on our volunteers. Although we do have five on the roster, only three are currently active on a part-time basis. Two of the volunteers have been with the agency for a few years. Each is able to pull law enforcement reports, set up files, obtain case status information, telephone victims, and then document service hours in the database. One of the two worked as a child advocate and forensic interviewer at the Child Advocacy Center and is also trained to do community presentations and court accompaniment. The second is a retired Hall County Attorney well-versed in the criminal justice system. Our third and newest volunteer prefers

and excels in data entry and basic office duties. With only one paid staff-member, we frequently are behind in paperwork. This volunteer comes in one weekend per month for a few hours, enters updated court information in our victim files and service contacts on our database, and allows us to focus on our victims and maintain our high service numbers.

The Hall County Attorney’s part-time Investigator donates 5 hours a week to our program. He is retired police lieutenant who volunteered a year for our agency before taking the investigator position. When he began working as an investigator we realized the result of our continued combined efforts would benefit the VAP, the Hall County Attorney’s Office (HCAO), our community as a whole, and especially the victims. The Investigator locates victims and witnesses for the HCAO and refers them to us for extended services. We take files over to his office weekly so he can locate and telephone victims in order to begin providing advocacy. He has full access to law enforcement reports and case status information, but does not have access to our victim database. He documents his time and service on each individual victim file and returns it to our office so that we may review and record his contacts. By working together, we have higher numbers of victims receiving services, which allows them to more safely participate in the criminal justice system. The successful prosecution of criminals increases, while victims and the entire community begin to see the system in a more positive light and are more likely to turn to it in a time of need.

3. Community Coordination

Up to seven (7).

Agency Name	How the project specifically coordinates with this program.
Law Enforcement (Grand Island Police Department and Hall County Sheriff)	Law Enforcement allows us access to their reports via computer. Officers/Deputies refer victims to us, and frequently contact us with additional information regarding victims who need services. We contact officers for follow-up on cases, with victim questions, or for help with safety and other issues. We regularly arrange for victims to meet with officers.
Crisis Center	Mutual referrals and coordination of services. We contact each other when working with victims, so victims have access to both agencies without having to travel across town.
Child Advocacy Center	Mutual referrals and coordination of services. We refer every child victim to them for follow-up. We maintain contact regarding cases to ensure children and their families have access to all available resources with the least amount of inconvenience.
Hall County Attorney’s Office	Hall County Attorney allows us access to their case management system. We serve as a liaison between the victim and deputies regarding cases. We contact the deputies with requests/questions from victims, and deputies contact us with case information so that we may offer services to the victims. We arrange for victims to meet with the deputies, and when we accompany victims to court, deputies keep us informed of the proceedings so we can best support the victims.
District 9 Probation Office	Coordination of services with regard to victim impact statements. Probation officers contact us when they are doing certain PSI’s to determine the best way to contact the victim. We advise victims of their right to do the statement, and how/where to do that.

Activities / Timetables (Limit 2 pages)

1. Major Activities:

MAJOR ACTIVITIES	POSITION RESPONSIBLE	Year 1	Year 2	Year 3
Hire and train a new full-time victim advocate		X		

2. Reoccurring Activities:

REOCCURRING ACTIVITIES	POSITION RESPONSIBLE	1st Quarter 1st-3rd	2nd Quarter 4th-6th	3rd Quarter 7th-9th	4th Quarter 10th-12th
Assist with filing compensation claims	Coordinator, Advocate, Volunteers	X	X	X	X
Recruit, hire, and train new advocate	Project Director and Coordinator	X			
Attend Annual Victims' Rights Conference	Coordinator and/or Advocate			X	
Prepare VOCA grant	Coordinator, Fiscal Officer, Project Director		X	X	
Provide direct services to crime victims by phone, e-mail, or in person	Coordinator, advocate, and Volunteer (s)	X	X	X	X
Prioritize need for service to Hispanic and elderly victims of crime	Coordinator, advocate, and Volunteer (s)	X	X	X	X
Prepare quarterly reports in a timely manner	Coordinator, Fiscal Officer, Project Director	X	X	X	X
Conduct Community Presentations on Victim Assistance Program	Coordinator, advocate, and volunteer (s)	X	X	X	X
Recruit and train volunteers	Coordinator	X	X	X	X
Distribute Surveys	Coordinator, Advocate, Volunteers	X	X	X	X

Continuation Information (Limit 3 pages)

1. **Describe the most recent (past year/12 months) funded grant project's accomplishments and milestones.**
 - Retained 3 active volunteers
 - Updated program brochures and website
 - Received new computer from City of GI
 - Located and brought in IT person to resolve database issues
 - Continues to provide comprehensive services to crime victims in Hall County
 - Continues to provide bilingual services to Spanish-speaking victims
 - Increases public awareness of services by distributing brochures and conducting presentations
 - Continues to coordinate service with community agencies
 - Continues to meet goal objectives
 - Continues to attend LB 1184 Investigative Team Meetings and LB 1184 Treatment Team Meetings
 - Continues to attend Coordinated Community Response Meetings
 - Continues to assist with training of new officers for Nebraska Law Enforcement Training Center by doing sexual assault and domestic violence role plays and panel discussions

2. **List the results of the project's measurable outcomes achieved.** Our goal last year, as in all years, was that victim assistance services be available to all victims of crime in Hall County. In order to best achieve that goal, we selected two objectives, both of which were nearly met or exceeded. One objective was to maintain the number of crime victims receiving needed services within the 12-months grant period. We served: 2089 victims (2189 goal), 274 elderly (263 goal), 768 Hispanics (790 goal), and 354 children (395 goal). Another objective was to maintain overall public awareness of victim services by distributing 715 brochures and conducting 5 community presentations. We distributed 725 brochures and conducted 4 presentations. For the 2014-2015 grant period we added one more objective, to maintain the number of crime victims receiving advocacy within the 12-month grant period. We provided personal advocacy to 779 victims (521 goal) and criminal justice support/advocacy to 2136 victims (1971 goal). For the upcoming 2015-2016 grant period, to the personal advocacy section we have added the number of victims registered for VINE/VINELINK and receiving safety planning assistance. Also new for the upcoming 2015-16 grant year, we will distribute surveys to victims in order to measure the effectiveness of our services. Following contact with the Victim Assistance Program, victims will be asked to give a simple yes or no answer to 3 questions: 1) Do you know what resources and help are available and how to access those resources, 2) Do you know more or different strategies for safety than you did before, and 3) Do you have a better understanding of how the justice process works?

3. **Explain any problems, barriers or challenges during the previously funded grant project. Discuss how these were addressed and the end results.** The majority of our problems are typically routine in nature and related to victims' individual cases as is par for the course with victim advocacy. In these instances we network very closely with our partner agencies and utilize community resources. Our ongoing struggle has been maintaining volunteers/volunteer hours and, thus, numbers of victims served. This last grant year, however, we retained our 3 volunteers from the previous year. Another ongoing issue for us has been our insufficient and outdated database. We discussed various solutions and consulted several IT experts. We were referred to a company in Hastings, Nebraska where we found help. They spent approximately 4 months analyzing our system and our needs, and then recreating the database. We are told the problem is solved and we expect to have the updates installed in the next quarter. During this last grant year we identified somewhat of a special need in our community. Our CAC serves child victims and their families only if the child was interviewed in their facility. This leaves numerous child victims of abuse, neglect, threats, theft, and harassment who do not receive services from the CAC. Some of those cases are transferred to the Department of Health and Human Services (DHHS), but many will only receive services from the Victim Assistance Program. For that reason, our new full-time advocate will work with adults, but will receive additional training as a child advocate as well.

4. **Clearly state how continuation funding is vital to the ongoing success of the program.** The VOCA grant pays the salary and a majority of the benefits of the Grand Island/Hall County Victim Assistance Program's only paid staff member, the Coordinator, who is a full-time bilingual advocate. The City of Grand Island and Hall County are committed partners to this project and provide the match for VOCA funding. They've seen especially difficult budgets over the last few years, however, and were forced to cut positions and impose furloughs and wage freezes. While the most recent budget includes the Victim Assistance Program and balances current expenditures with current revenues in a manner that seems sustainable, the future remains uncertain. It is reasonable to assume the City and County would jointly fund a victim/witness unit, but without VOCA funding it is possible the program would experience a reduction in service hours, services provided and, thus, in the number of victims served.

Goals, Objectives & Performance Indicators

Outcomes, Objectives & Performance Measures

Outcome: Crime Victim Safety Will Be Increased In Hall County.		
Objective #1: Increase Number of Crime Victims Receiving Needed Services Within 12 Month Period.		
Performance Measures:	Baseline Statistics	Projected Results
Number of victims served within 12 months	2179	2679
Number of elderly victims served within 12 months	232	232
Number of Hispanic victims served within 12 months	786	786
Number of children served within 12 months	375	375
Objective #2: Maintain Overall Public Awareness of Program and Services by Distributing 680 Brochures and Conducting 4 Community Presentations.		
Performance Measures:	Baseline Statistics	Projected Results
Number of brochures distributed	680	680
Number of presentations conducted	4	4
Objective #3: Increase Number of Crime Victims Receiving Advocacy Within 12 Month Period.		
Performance Measures:	Baseline Statistics	Projected Results
Number of crime victims who received personal advocacy	590	590
Number of crime victims who received criminal justice support/advocacy	2026	2526
Number of crime victims referred to or registered for VINE/VINELINK	NA	500
Number of crime victims assisted with safety planning	NA	500
Objective #4: Increase number of crime victims reporting improvement as a result of Victim Assistance Program services.		
Performance Measures:	Baseline Statistics	Projected Results
Number of surveys distributed within 12 months	NA	500
Number of surveys completed within 12 months	NA	200
Number of crime victims who said they know more about community resources	NA	200
Number of crime victims who said they know more ways to plan for their safety	NA	100
Number of crime victims who said they have a better understanding of how the justice process works	NA	100

CERTIFIED ASSURANCES

1. The applicant assures that federal or state grant funds made available under the Victims of Crime Act (VOCA) and state victim assistance funds will not be used to supplant existing funds, but will be used to enhance or expand direct services to victims of crime.
2. The applicant assures that fund accounting, auditing, monitoring, and such evaluation procedures as may be necessary to keep such records as the Nebraska Commission on Law Enforcement and Criminal Justice (Crime Commission) shall prescribe will be provided to assure fiscal control, proper management, and efficient disbursement of funds received under the victim assistance grant program.
3. The applicant assures that it shall maintain such data and information and submit such reports, in such form, at such times, and containing such information as the Crime Commission may require.
4. The applicant certifies that the program contained in its application will meet requirements as stated in the Victim Assistance Grant Application Kit; that all information presented is correct; that there has been and will be throughout the life of the grant, appropriate coordination with affected agencies; and, that the applicant will comply with all provisions of the Victims of Crime Act and all other applicable federal and state laws.
5. The applicant assures that it will comply and all of its contractors will comply, with the non-discrimination requirements of the Victims of Crime Act; Title VI of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973 as amended; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; and the Department of Justice Non-Discrimination Regulations 28 CFR Part 42, Subparts C, D, E, and G and, Executive Order 11246, as amended by Executive Order 11375, and their implementing regulations.
6. The applicant assures that programs will maintain information on victim services provided by race, national origin, sex, age, and handicap.
7. The applicant assures that in the event a federal or state court, or federal or state administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin or sex against a recipient of funds, the recipient will forward a copy of the finding to the Crime Commission and the Office of Civil Rights Compliance (OCRC) of the Office of Justice Programs.
8. The applicant assures that, if required, it will formulate an equal employment opportunity program (EEO) in accordance with 28 CFR 42.301 et. seq., and submit a certification to the state that it has a current EEO on file which meets the requirements therein.
9. The applicant assures that it will comply and contractors will comply, with the provisions of the Office of Justice Programs "Financial and Administrative Guide for Grants," M 7100.01.
10. Pursuant to the Office of Management and Budget (OMB) Circular A-133, non-Federal entities expending \$500,000 or more a year from all federal sources shall have a single organization-wide audit conducted in accordance with the provisions of OMB Circular A-133. Non-federal entities that expend less than \$500,000 a year in Federal dollars from all sources are exempt from Federal audit requirements for that year. However, financial records must be maintained in an acceptable accounting system and be available for review or audit by appropriate officials of Federal, state or local agencies.
11. Confidentiality of Research Information. No recipient of monies under the Victims of Crime Act shall use or reveal any research or statistical information furnished under this program by any person and identifiable to any specific private person for any purpose other than the purpose for which such information was obtained in accordance with the Act.
12. Confidentiality of Victim Information - At no time shall a victim's name, address, phone number or other identifying information be divulged to another individual or agency unless they are a part of the criminal justice system or Health and Human Services system unless the victim has given prior voluntary written consent for such release of information.

13. The applicant agrees to submit all required reports in a timely manner.
14. The applicant agrees not to utilize federal or state victim assistance funds for crime prevention, community education, services to perpetrators, conference attendance by individual crime victims, lobbying, victim relocation or services to witnesses other than the victim.
15. The applicant agrees to establish and maintain a Drug Free Workplace Policy.
16. The applicant will comply, and all its contractors will comply with the Equal Treatment for Faith Based Organizations Title 28 C.F.R. part 38.

CERTIFICATION

I certify that I have read and reviewed the above assurances, that the applicant will comply with all provisions of the Victims of Crime Act and all other applicable federal and state laws, and, that the applicant will implement the project as written, if approved by the Crime Commission.

(SIGNATURE OF AUTHORIZED OFFICIAL)

(DATE)

P.O. Box 1968, Grand Island, NE 68802-1968

(ADDRESS)

Jeremy Jensen

Mayor

(TYPED NAME)

(TITLE)

(308)385-5444, Ext 140

(TELEPHONE NUMBER)

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTER; AND DRUG-FREE WORPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARTMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transaction, as defined at 28 CFR Part 67, Section 67.510-

- A. The applicant certifies that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State of Federal court, or voluntarily excluded from covered transactions by any Federal department of agency;
 - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

The applicant certifies that it will or will continue to provide a drug-free workplace by:

- A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition:
 - B. Establishing an on-going drug-free awareness program to inform employees about—
 - (a) The dangers of drug abuse in the workplace;
 - (b) The grantee's policy of maintaining a drug-free workplace;
 - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (d) The penalties that may be imposed upon employees for drug abuse violation occurring in the workplace;

C. Notifying the employee in the statement that the employee will:

- (a) Abide by the terms of the statement; and
- (b) Notify the employer in writing of his or her conviction of a criminal drug statute occurring in the workplace no later than five calendar days after such convictions;

The subgrantee shall notify the Crime Commission in writing of any conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

The subgrantee certifies that it will take one or more of the following actions within 30 calendar days of receiving notice of the conviction:

- A. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- B. Requiring such employee to participate satisfactorily in a drug abuse assistance of rehabilitation program approved for such purpose by a Federal, State or local health, law enforcement, or other appropriate agency;

The subgrantee certifies that it will make a good faith effort to continue to maintain a drug-free workplace.

City of Grand Island
Organization Name and Address: P.O. Box 1968
Grand Island, NE 68802-1968

Mayor Jeremy Jensen
Typed Name and Title of Authorized Representative

Signature Date

Applicant Disclosure of Pending Applications:

Applicants are to disclose whether they have pending applications for federally and or state funded grants that include requests for funding to support the same project being proposed under this solicitation and will cover the identical cost items outlined in the budget in the application under this solicitation. Please mark none if you have no pending applications.

Federal or State Funding Agency	Solicitation Name / Project Name	Name/Phone/E-mail for Point of Contact at Funding Agency
None	None	None

RESOLUTION 2015-172

WHEREAS, The U. S. Department of Justice has significantly increased funding for Victims Of Crime Act, VOCA, grants and instituted a three year grant award process; and

WHEREAS, The Grand Island Police Department has a Victim/Witness Unit that serves as a valuable resource to victims of crime in our community; and

WHEREAS, the Police Department has received VOCA grant funding in past years to support the Victim/Witness Unit; and

WHEREAS, the VOCA grant application must be submitted to the Nebraska Crime Commission in July; and

WHEREAS, The Police Department must have Council approval to submit a VOCA grant application.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, to approve the Police Department 2015 – 2018, three year Victims Of Crime Act grant application to the U.S. Department of Justice to fund the Victim/Witness Unit.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, July 14, 2015.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☒ _____
July 10, 2015	☒ City Attorney



City of Grand Island

Tuesday, July 14, 2015

Council Session

Item G-9

**#2015-173 - Approving Time Extension for South Blaine Street
Bridge Replacements; Project No. 2014-B-1**

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

Council Agenda Memo

From: Terry Brown PE, Assistant Public Works Director

Meeting: July 14, 2015

Subject: Approving Time Extension for South Blaine Street Bridge Replacements; Project No. 2014-B-1

Presenter(s): John Collins, Public Works Director

Background

The City Council awarded the bid, in the amount of \$384,983.95, for construction of South Blaine Street Bridge Replacements; Project No. 2014-B-1 to The Diamond Engineering Co. of Grand Island, Nebraska on January 13, 2015 by Resolution No. 2015-9. Any changes to the contract require council approval.

Discussion

Several factors have delayed completion of the project; including inclement weather and scheduling conflicts.

The Diamond Engineering Co. is requesting that the final completion date be changed from August 1, 2015 to October 30, 2015.

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 extending the completion date to October 30, 2015.

Sample Motion

Move to approve the resolution.



CONTRACT TIME EXTENSION

PROJECT: South Blaine Street Bridge Replacements; Project No. 2014-B-1

CONTRACTOR: The Diamond Engineering Co.

AMOUNT OF ORIGINAL CONTRACT: \$384,983.95

CONTRACT DATE: January 13, 2015

Notice to Proceed Date ----- January 22, 2015

Original Completion Date ----- August 1, 2015

Revised Completion Date ----- October 30, 2015

Contractor The Diamond Engineering Co.

By _____

Date _____

Title _____

CITY OF GRAND ISLAND, NEBRASKA

By _____

Date _____

Mayor

Attest _____

City Clerk

RESOLUTION 2015-173

WHEREAS, on January 13, 2015, by Resolution 2015-9, the City Council of the City of Grand Island approved the bid of The Diamond Engineering Co. of Grand Island, Nebraska for construction of South Blaine Street Bridge Replacements; Project No. 2014-B-1; and

WHEREAS, the completion of such project has been delayed due to several factors; and

WHEREAS, The Diamond Engineering Company has requested an extension from August 1, 2015 to October 30, 2015 in order to complete the project; and

WEREAS, the Public Works Department supports such contract extension.

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 of South Blaine Street Bridge Replacements; Project No. 2014-B-1.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, July 14, 2015.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
July 10, 2015	☐ City Attorney



City of Grand Island

Tuesday, July 14, 2015

Council Session

Item G-10

#2015-174 - Approving Compensation Increase for Relocation of Fence and Sidewalk at the Nebraska Veterans Home Anderson Building for the North Interceptor Phase II Sanitary Sewer Project

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

Council Agenda Memo

From: Terry Brown PE, Assistant Public Works Director

Meeting: July 14, 2015

Subject: Approving Compensation Increase for Relocation of Fence and Sidewalk at the Nebraska Veterans Home Anderson Building for the North Interceptor Phase II Sanitary Sewer Project

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

Background

Relocation of the fence and sidewalk within the secured walking area of the Nebraska Veterans Home Anderson Building was necessary as part of the North Interceptor Phase II sanitary sewer project, as well as the concrete bike trail that will be constructed as part of the Capital Avenue – Webb Road to Broadwell Avenue Widening project.

The State of Nebraska solicited bids for such fence relocation and received one bid, which was from Lacy Construction of Grand Island, Nebraska in the amount of \$133,000.00.

Such bid was considered reasonable, as the work involves very specific mobilization schedules for the involved subcontractors. Work to be coordinated with the fence relocation was removal and reconstruction of the fence, as well as sprinkler system repair & maintenance, security gate and camera reconnection & upgrade and sodding. Throughout construction emergency exists were to be maintained at all times, which added complexity to the project. There was also relocation of both aboveground and underground power lines.

On June 24, 2014, by Resolution No. 2014-181, City Council approved compensation to the Nebraska Veterans Home Anderson Building for relocation of fence and sidewalk in the amount of \$133,000.00.

Discussion

During relocation of such fence it was determined that five additional fence panels needed to be replaced, which added a cost of \$495 per panel for a total increase of \$2,475.00. The total compensation to the State of Nebraska for the relocation of the fence

and sidewalk at the Nebraska Veterans Home Anderson Building is in the amount of \$135,275.00.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the increased compensation for relocation of fence and sidewalk at the Nebraska Veterans Home Anderson Building in the total amount of \$135,275.00.

Sample Motion

Move to approve the increased compensation.

RESOLUTION 2015-174

WHEREAS, relocation of fence and sidewalk at the Nebraska Veterans Home Anderson Building is necessary for the North Interceptor Phase II sanitary sewer project and Capital Avenue – Webb Road to Broadwell Avenue widening project; and

WHEREAS, bids for such work were solicited by the State of Nebraska, with one bid being submitted; and

WHEREAS, such bid was submitted by Lacy Construction of Grand Island, Nebraska in the amount of \$133,000.00; and

WHEREAS, on June 24, 2014, by Resolution No. 2014-181, Grand Island City Council approved compensation to the Nebraska Veterans Home Anderson Building in the amount of \$133,000.00; and

WHEREAS, the replacement of five (5) additional panels, at a cost of \$495.00 each, was deemed necessary, for a total increase of \$2,475.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island be, and hereby is, authorized to compensate the Nebraska Veterans Home Anderson Building for relocation of fence and sidewalk in the revised total amount of \$135,275.00.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, July 14, 2015.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
July 10, 2015	☐ City Attorney



City of Grand Island

Tuesday, July 14, 2015

Council Session

Item G-11

#2015-175 - Approving Agreement with NDOR for the Grand Island Area Metropolitan Planning Organization (GIAMPO) for the 2016 Fiscal Year Transportation Planning Program

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

Council Agenda Memo

From: Terry Brown PE, Assistant Public Work Director

Meeting: July 14, 2015

Subject: Approving Agreement with NDOR for the Grand Island Area Metropolitan Planning Organization (GIAMPO) for the 2016 Fiscal Year Transportation Planning Program

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

Background

All agreements must be approved by the City Council.

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

As a designated MPO, a multimodal Long Range Transportation Plan (LTRP) must be developed and approved by March 27, 2016. During FY 2015 (July 1, 2014 – June 30, 2015), the following key activities will be taking place to insure that the City of Grand Island, and the Grand Island Area Metropolitan Planning Organization (GIAMPO) will continue to receive federal transportation funding for projects:

- September 2014 – June 30, 2015 – Development of the traffic model and public outreach
- November 2015 – “Draft” plan will be completed and made available for further public review and comment
- January/February 2016 – Approval from GIAMPO Policy Board with concurrence from NDOR
- Prior to March 27, 2016 – Approval of the LRTP by Federal Highway Administration and Federal Transit Administration

Discussion

The Nebraska Department of Roads has drawn up a Program Agreement with the City of Grand Island for the purpose of assisting the LPA in obtaining Federal approval and financial assistance to ensure a continued, comprehensive, and cooperative transportation

planning process between the state and local governments for the Grand Island Metropolitan Planning Area for fiscal year 2016.

The maximum Federal participation under this agreement is not to exceed \$214,305 for Fiscal Year 2016, which begins July 1, 2015 and ends June 30, 2016. The Federal share on any portion of this project will be a maximum of 80% of the eligible costs. The local 20% funds would be the City's obligation not to exceed \$53,576 and can be part of in-kind services (staff time & expenses). Total cost of the program is expected to be \$267,881.

The attached Grand Island Area Metropolitan Planning Organization (GIAMPO), Unified Planning Work Program describes the work to be carried out in accordance with 23 U.S.C Section 134 of the Moving Ahead for Progress in the 21st Century (MAP-21), Transportation Bill and has been reviewed and approved by the GIAMPO Policy Board, Nebraska Department of Transportation, Federal Highway Administration, and Federal Transit Administration.

Alternatives

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

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

Recommendation

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

Sample Motion

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

Agreement No.	VL1502
Funding Period Fiscal year	July 1, 2015 through June 30, 2016
Agreement Amount	\$267,881.00

PROGRAM AGREEMENT FEDERAL PLANNING FUNDS METROPOLITAN PLANNING ORGANIZATIONS

City of Grand Island (GIAMPO)
STATE OF NEBRASKA, DEPARTMENT OF ROADS
PROJECT NO. PL-1 (53), STATE CONTROL NO. 00934a
FY 2016 PLANNING (PL) AGREEMENT

THIS AGREEMENT is between the City of Grand Island Metropolitan Area Planning Agency (GIAMPO), who is a Metropolitan Planning Organization ("MPO"), and the State of Nebraska, Department of Roads ("State"), collectively referred to as "Parties".

WITNESSETH:

WHEREAS, federal law requires that MPO establish and maintain a continuing, comprehensive transportation planning process in cooperation with state and local governments in urban areas of over 50,000 population, and

WHEREAS, MPO has established and maintains a planning process that complies with federal law, and

WHEREAS, there are Federal-aid Planning Funds (PL Funds) available to provide pro-rata reimbursement to MPO for its Eligible Planning Activities, and

WHEREAS, MPO has been designated as the recipient agency for the City of Grand Island metropolitan area for PL Funds, and

WHEREAS, Federal law provides that State will be a representative for the Federal Highway Administration (FHWA) in reviewing requests for reimbursement of MPO planning activities, and that reimbursements will be made through State, and

WHEREAS, MPO has developed and submitted a Unified Planning Work Program document ("UPWP") which is attached hereto as **Exhibit "B"**; it has been reviewed and approved by FHWA, and

WHEREAS, this Agreement applies only to the part of MPO's UPWP planning activities overseen by FHWA, and

WHEREAS, this Agreement governs the reimbursement of Eligible Planning Activities conducted between July 1, 2015, and June 30, 2016, and

WHEREAS, for this Agreement, if a non-federal entity expends \$750,000 or more in total federal awards in a fiscal year, then the audit requirements of 2 CFR, Subtitle A, Chapter 2, Part 200, Subpart F, must be addressed as explained further in this Agreement, and

WHEREAS, the total cost reimbursable under this Agreement is currently estimated to be \$267,881.00; the federal share is estimated to be \$ 214,305.00, and MPO's share is estimated to be \$53,576.00, and

WHEREAS, MPO's UPWP has been approved and MPO desires to incur costs for eligible tasks and activities that will be reimbursed with PL funds under the designation of Project No. PL-1 (53), and has authorized the City of Grand Island's Mayor to sign this Agreement, as evidenced by the Resolution of City Council, attached as **Exhibit "A"**.

NOW THEREFORE, in consideration of these facts, MPO and State agree as follows:

SECTION 1. DEFINITIONS

WHEREVER in this Master Agreement the following terms are used, they mean the following:

"CFDA" means Catalog of Federal Domestic Assistance.

"CFR" means the Code of Federal Regulations.

"ELIGIBLE PLANNING ACTIVITIES" means tasks or activities performed by MPO or its consultants or representatives that are eligible for reimbursement with PL funds and which have been identified in MPO's approved UPWP.

"FHWA" means the Federal Highway Administration, United States Department of Transportation, Washington, D.C. 20590, acting through its authorized representatives.

"MPO" means a Metropolitan Planning Organization qualified under federal law.

"NEB. REV. STAT" means the Nebraska Revised Statutes as set forth in Nebraska law.

"OMB" means the Federal Office of Management and Budget.

“RESPONSIBLE CHARGE” or “RC” means the employee of MPO or of a city/county within MPO, or elected official of a city/county within MPO, who has been empowered by MPO to represent MPO on planning issues and has actual day-to-day working knowledge and responsibility for significant aspects of MPO’s planning program and process. The RC works regularly with planning issues and is MPO’s point-of-contact for planning activities. Responsible charge does not mean merely delegating the various tasks; it means active day-to-day involvement in identifying options, working directly with stakeholders, making decisions, and actively monitoring the planning activities. It is understood that RC may delegate or contract certain technical tasks associated with the planning activities so long as RC actively manages and represents MPO’s interests in the delegated technical tasks.

“UNIFIED PLANNING WORK PROGRAM (UPWP)” means a document of transportation planning activities performed within the metropolitan planning areas, or urbanized areas with populations of 50,000 or more. The UPWP describes planning activities to be completed, estimates the cost for the planning activities, and indicates the lead agency. Transportation activities to design and build transportation infrastructure are usually not included in the UPWP; however all federally funded studies should be included in the UPWP. This Agreement applies only to the part of MPO’s UPWP related to highway, road, street or other planning activities overseen by FHWA. This Agreement does not apply to transit planning activities of MPO’s UPWP overseen by the Federal Transit Administration. State and MPO will enter into a separate agreement for reimbursement of transit planning activities.

“STATE” means the Nebraska Department of Roads in Lincoln, Nebraska, its Director, or authorized representative. State is a funding liaison between MPO and the United States.

SECTION 2. DURATION OF THE AGREEMENT (PL)

- 2.1 ***Effective Date*** – This Agreement is binding on the date it is fully executed by the Parties.
- 2.2 ***Identifying Date*** – For convenience, this Agreement’s identifying date will be the date State signed the agreement.
- 2.3 ***Duration*** – The benefits and obligations of this Agreement, though binding when signed, are operative for activities beginning July 1, 2015, and ending June 30, 2016 and will conclude or become inactive upon the happening of either (1) the final completion of an audit review by State or its authorized representative and the resolution of all issues identified in the audit report, (2) the waiver of an audit review, or (3) termination of this Agreement.

SECTION 3. PURPOSE OF AGREEMENT AND RESPONSIBILITIES OF THE PARTIES

3.1 **WHEREAS**, MPO desires that MPO's attached UPWP be developed under the designation of Project No. PL-1 (53), and has authorized the City of Grand Island's Mayor to sign this Agreement, as evidenced by the Resolution of City Council, attached as **Exhibit "B"**, and incorporated herein by this reference.

3.2 Purpose

MPO wishes to be reimbursed with PL funds for Eligible Planning Activities. MPO understands that FHWA will not provide funding directly to MPO; but will provide reimbursement by State with Federal funds for Eligible Planning Activities. State, pursuant to Neb. Rev. Stat. § 39-1305, will act under this Agreement as a steward of federal funds and as a liaison between MPO and FHWA. The purpose of this Agreement is to set forth the understanding of MPO and State concerning their respective duties to enable the planning activities to be eligible for federal-aid funding. Under this Agreement, MPO shall continue to have all duties concerning any aspect of the planning processes. Nothing in this Agreement shall be construed to create any duty of State to MPO concerning such matters. In the event that State or FHWA find that the planning activities are ineligible for PL funding, MPO will repay State all previously paid federal funds, as determined by State, and any costs or expenses State has incurred under this Agreement. MPO further agrees that MPO shall have no claim or right of action against State under this Agreement if FHWA determines that planning activities are not eligible in whole or in part, for Federal-aid funding. The following sections of this Agreement include the eligibility requirements and other conditions State believes in good faith that MPO must meet for MPO to be reimbursed with PL funding. MPO acknowledges that many conditions must be met by MPO in order to receive Federal-aid reimbursement. MPO agrees to develop its UPWP in an effort to meet all federal eligibility requirements so the planning activities may be determined eligible for PL funding.

3.2 MPO RESPONSIBILITIES

3.2.1 MPO shall meet all federal transportation planning requirements and shall select and manage necessary committees and staff, and consult, collaborate and coordinate with State to accomplish the Eligible Planning Activities".

3.2.2 MPO shall select qualified personnel as needed to complete the Eligible Planning Activities, and oversee any consultants selected to perform such activities. MPO shall submit to State a listing of all qualified personnel that may be selected or

assigned to the work contemplated therein prior to submitting the first invoice to State. Said listing shall indicate each person's job title or classification, qualifications, and salary range. MPO may make occasional temporary changes to qualified personnel. However, MPO shall submit an updated list to reflect permanent changes to qualified personnel.

- 3.2.3 MPO, when choosing to use a Consultant to complete Eligible Planning Activities under this Agreement, shall follow all guidelines and requirements outlined in State's LPA Guidelines Manual for Federal Aid Projects in regard to the method of procurement, evaluation, selection, and contract types. The selected Consultant must be certified to provide Transportation Planning Services by State. MPO shall be responsible to determine that the Consultant is qualified to provide the expertise and experienced personnel to accomplish the required work product. Price cannot be a selection factor when hiring for professional engineering or architectural services. MPO shall follow any applicable requirements including, but not limited to, requirements defined in Chapter 4 of LPA Guidelines Manual.
- 3.2.4 MPO shall arrange for and conduct meetings and conferences to review working details and make presentations to the principals, participants and other interested groups and bodies as will best promote and effect cooperation, coordination and understanding in the UPWP.
- 3.2.5 MPO shall obtain written approval from State and FHWA when, after consultation with State, MPO determines that amendments to the UPWP are necessary. MPO shall obtain written concurrence from State when, after consultation with State, MPO determines that administrative modifications to the UPWP are necessary.
- 3.2.6 MPO shall only seek reimbursement for actual costs incurred for Eligible Planning Activities. The salaries and expenses of "the Chair or members of GIAMPO's Board" will not be reimbursed as an Eligible Planning Activity.
- 3.2.7 MPO shall submit accurate and complete invoices in accordance with SECTION 8. FINANCIAL RESPONSIBILITY, and shall provide additional documentation when requested by State. MPO shall be solely responsible for all costs not reimbursed under this Agreement.
- 3.2.8 MPO shall keep signed time records detailing time spent on Eligible Planning Activities, including the date and hours worked. When requested by State, MPO shall submit time records to State.

3.2.9 MPO agrees that it is ultimately responsible for complying with all Federal and State requirements and policies applicable to Federal-aid planning activities. MPO understands that failure to meet any eligibility requirements for PL funding may result in the loss of all PL funds. In the event that the acts or omissions of RC, MPO or its agents or representatives result in a finding that planning activities are ineligible for PL funds, MPO will repay State all previously paid PL funds, as determined by State, including but not limited to, any costs reimbursed for the time and expenses of the RC.

3.3 STATE RESPONSIBILITIES

- 3.3.1 Complete the duties assigned to State in this Agreement.
- 3.3.2 Determine and notify MPO of the estimate of PL funding availability, including carry-over and annual allocation target.
- 3.3.3 Provide technical assistance to MPO regarding funding eligibility issues, when requested by MPO.
- 3.3.4 Verify all invoices submitted by MPO are complete, accurate, and represent actual costs for Eligible Planning Activities.
- 3.3.5 Pay MPO the federal share of the actual costs of Eligible Planning Activities as reflected on an approved invoice.
- 3.3.6 Bill and collect from MPO any previously paid funds determined to be ineligible by FHWA.

3.4 PARTIES RESPONSIBILITY

- 3.4.1 Parties agree to cooperatively review and adjust, when necessary, the scope, schedules, funding, priorities, or staffing of MPO's work to make sure the UPWP needs and goals are accomplished by MPO in accordance with the federal requirements for use of PL funds.
- 3.4.2 Parties will supplement this Agreement to reflect any changes resulting from 3.3.1, with advance approval of the Federal Highway Administration.

SECTION 4. RESPONSIBLE CHARGE (RC) REQUIREMENTS

- 4.1 MPO hereby designates Terry Brown as the RC for the Eligible Planning Activities.
- 4.2 Duties and Assurances of MPO concerning its designated RC for the Eligible Planning Activities.
 - 4.2.1 MPO understands the duties and responsibilities of MPO and RC as outlined in the LPA Guidelines Manual for Federal-Aid Projects.

- 4.2.2 MPO has authorized and fully empowered the RC to be in day-to-day responsible charge of the planning activities; this does not mean merely supervising, overseeing or delegating various tasks, it means active day-to-day involvement in the planning activities including identifying issues, investigating options, working directly with stakeholders, and decision making.
- 4.2.3 The RC is a full-time public employee or elected official of MPO, or a full-time employee of another entity as defined in "Public Employee" above.
- 4.2.4 MPO agrees to take all necessary actions and make its best good faith efforts to ensure the RC's work meets the same standards that State must meet under federal law.
- 4.2.5 If, for whatever reason, the designated RC is no longer assigned to the planning activities, MPO shall, within one day or sooner if possible, notify verbally and in writing State's Highway Planning Manager; after such notification MPO shall replace the RC no later than thirty (30) calendar days or sooner if possible. With advance written approval by State, MPO may use a Provisional RC in accordance with State's Provisional RC Policy.

SECTION 5. FEDERAL AID PROJECT REQUIREMENTS

- 5.1 MPO agrees to comply with all Federal-aid procedures and requirements applicable to this Agreement, including federal laws, and when applicable, state and local laws, and the LPA Guidelines Manual for Federal-aid Projects.
- 5.2 **The Applicable Legal and Contract Requirements.**
 - 5.2.1 **Title 23 U.S.C., and 23 CFR,** – The primary provisions of law applicable to this Agreement are generally found in 23 U.S.C. Section 134; and 23 CFR Part 420, subpart A, and Part 450, subpart C.
 - 5.2.2 **LPA Guidelines Manual** - MPO also agrees to comply with applicable provisions of the LPA Guidelines Manual for Federal Aid Projects (The Manual), which is incorporated herein by this reference. The Manual is a document drafted in part, and formally approved, by FHWA as a document setting out requirements for LPA's or MPO's planning activities funded with PL funds. A current version of The Manual can be found in its entirety at the following internet address: <http://www.transportation.nebraska.gov/gov-aff/lpa-guide-man.html>. In the event MPO believes that The Manual doesn't clearly address a particular aspect of the planning activities work, MPO shall seek guidance or clarification from State's

Local Project Section Engineer or State's Highway Planning Manager, and shall make its best effort to comply with such guidelines or clarification.

- 5.3 **Loss of Funding.** In order for MPO to receive federal funds for any part of the planning activities under this Agreement, MPO shall perform the services for all aspects of the planning activities, according to federal procedures and requirements. Although federal funds may be allocated to the planning activities, all or certain planning activities may become ineligible for federal funds, if federal procedures and requirements are not met.

SECTION 6. SUSPENSION OR TERMINATION

State may suspend or terminate this Agreement in the event federal funds are not available, for any reason, to make reimbursements under this Agreement.

SECTION 7. FEDERAL AUDIT REQUIREMENT

- 7.1 The funding for the Eligible Planning Activities under this Agreement includes federal monies from the FHWA. According to the Single Audit Act Amendments of 1996 and the implementing regulations contained in 2 CFR, Subtitle A, Chapter 2, Part 200, Subpart F (hereinafter Part 200), the Part 200 Audit is required if the non-federal entity expends \$750,000 or more in total federal awards in a fiscal year. Non-federal entity means state and local governments and non-profit organizations.
- 7.2 MPO shall have its finance officer or auditor; review the situation to determine what MPO must do to comply with this federal mandate. Any federal funds for MPO Eligible Planning Activities paid directly to contractors and Consultants by State, on behalf of MPO, will be reported on State's schedule of expenditures of federal awards (SEFA) and need not be reported by MPO. (as per FHWA's February 16, 2012, letter and State's February 24, 2012, letter). If a Part 200 audit is necessary, the expenditures related to the federal funds expended for the Eligible Planning Activities should be shown in the report's Schedule of Expenditures of the Federal Awards (SEFA).
- 7.3 If necessary, the Federal award information needed for the SEFA includes:
- Federal Grantor:** U.S. Department of Transportation – Federal Highway Administration
 - Pass-Through Grantor:** Nebraska Department of Roads
 - Program Title:** Highway Planning and Construction (Federal-Aid Highway Program)
 - CFDA Number:** 20.205
 - Project Number:** PL-1 (53)

7.4 If a Part 200 Audit is submitted by MPO, MPO shall provide a copy of the audit report to the Nebraska Department of Roads, Highway Audits Manager, P.O. Box 94759, Lincoln, NE 68509-4759.

SECTION 8. FINANCIAL RESPONSIBILITY

8.1 TOTAL COSTS AND FUNDING COMMITMENTS

The total cost of the Eligible Planning Activities is \$267,881.00 as set out in the table below. The federal share \$214,305.00 is the sum of the carryover PL funds from the last Fiscal Year \$108,095.00 and PL funds from the upcoming Fiscal Year \$106,210.00. The amount of new and carryover PL funds are estimated based on information available at the time of the agreement and are subject to change. The availability of the PL funds is based on the continuation of existing funding levels. MPO has earmarked and has placed in its fiscal budget at least the amount of the local match. MPO’s share may include both in kind services and a local match. The in-kind services for these Eligible Planning Activities are estimated to be \$0.00.

ESTIMATED FUNDING				
	Federal	Local Match	In-Kind Match	Total
Recipient (Agreement)				
GIAMPO VL1404, Carryover	\$108,095.00	\$ 26,552.00	0	\$132,763.00
GIAMPO VL1502	\$106,210.00	\$27,024.00	0	\$135,119.00
Subcontractors (if applicable)				
	\$	\$	\$	\$
Totals	\$214,305.00	\$ 53,576.00	\$	\$ 267,881.00

This Agreement may be supplemented if additional funding becomes available.

8.2 MPO’S FINANCIAL RESPONSIBILITY

MPO understands that payment for the costs of the planning activities, are the sole responsibility of MPO when Federal participation is not allowable or available or if the planning activities are subsequently determined to be ineligible for Federal-aid funding. Therefore, when the Federal government refuses to participate in the costs of the planning activities, MPO is responsible for all costs with no reimbursement under this Agreement.

8.3 REIMBURSEMENT OF COSTS INCURRED BY MPO

8.3.1 MPO incurred costs of planning activities may be eligible for reimbursement from federal funds if:

- a. MPO submits an UPWP budget and FHWA approves such budget
- b. State has obtained federal funds obligation
- c. Planning activities performed prior to July 1, 2015, and after June 30, 2016, is ineligible for Federal-aid reimbursement
- d. MPO obtains the approval of State and of FHWA prior to the purchase of any specialized equipment over \$5,000. Specialized equipment is equipment not ordinarily used or required in the regular administrative or planning operations of MPO. Such equipment must be required for and used primarily for Eligible Planning Activities. The cost of this specialized equipment must be reasonable as determined by State or FHWA
- e. MPO agrees to certify that items of equipment included in direct costs have been excluded from the indirect costs
- f. MPO submits invoices no more frequently than monthly and no less often than quarterly and in accordance with this Agreement. MPO is responsible for submitting for reimbursement the total actual costs expended that are eligible for Federal-aid. State, on behalf of FHWA, will review the costs submitted and determine what costs are eligible for reimbursement. State will reimburse MPO for the Federal share of the eligible actual costs. MPO shall retain detailed cost records supporting all invoices for three (3) years after final cost settlement by FHWA and project closeout by the State. MPO shall submit those records to State upon request.
- g. Invoices must be submitted by August 29, 2016.

8.3.2 MPO is required to submit their reimbursement requests electronically through State's invoice workflow system OnBase for review, approval, and payment.

OnBase information, user guide, and instructional videos are available at <http://www.transportation.nebraska.gov/mat-n-tests/onbase/obinfo.html>.

Reimbursement requests should be submitted to State's Highway Planning Manager. The reimbursement request must include the following:

1. Invoice – the invoice must include the following:
 - a. MPO name and address
 - b. Invoice number

- c. Invoice date
 - d. Services provided to and from dates
 - e. Contact person for questions about the invoice
 - f. Breakdown of MPO's expenses
 - i. Direct Labor Costs (hours worked multiplied by the actual labor rate)
 - ii. Labor Fringe Benefits and/or if appropriate Indirect (Overhead) Costs
 - iii. Fee For Profit (as negotiated in the professional services agreement)
 - iv. Direct Non-Labor Costs
 - g. Federal balance due to MPO for the current period
 - h. Federal and Local share breakdown of the expenses
2. NDOR Cost Breakdown Form (DR Form 162C or 162D); properly prepared, signed and dated. The form can be found on State's webpage at <http://www.transportation.nebraska.gov/rfp>.
 3. Progress Report – must include the following in accordance with 23 CFR 420.117:
 - a. Comparison of actual performance with established goals
 - b. Progress in meeting schedules
 - c. Comparison of budgeted (approved) amounts and actual costs incurred.
 - Cost overruns and underruns
 - e. Approved planning program revisions, and
 - f. Other pertinent supporting data
 4. Breakdown of Subcontractors/Subconsultant expenses and Proof of Payment (e.g. canceled checks or funds transfer)
- 8.3.3 It is understood that when utilizing PL Funds for travel expenses related to Eligible Planning Activities outside MPO area, MPO will submit detailed travel information to State either prior to the travel, or submitted with the PL billing statement. The reimbursement for meal and lodging rates shall be limited to the prevailing standard rate as indicated in the current website address for U.S. General Services Administration's (GSA) rates which is indicated below:
- <http://www.gsa.gov/portal/category/100120>
- 8.3.4 State will perform an initial check to verify that all necessary documentation is accurate and complete. State will reimburse MPO for the Federal share of the eligible actual costs and will make a reasonable effort to pay MPO within thirty (30) days of State's receipt of MPO's reimbursement request.

- 8.3.5 The criteria contained in Part 31 of the Federal Acquisition Regulations System (48 CFR 31) will be applied to determine whether the costs incurred by MPO are allowable under this agreement, including any Professional Services agreements.
- 8.3.6 Oversight costs include: direct costs, such as compensation of MPO employees for their time devoted and related directly to the performance of the Eligible Planning Activities for which the federal-aid was approved; cost of materials consumed for the Eligible Planning Activities; and indirect costs, with an approved Indirect Cost Allocation Plan as outlined in the LPA Guidelines Manual for Federal Aid Projects.

8.4 AUDIT AND FINAL COST SETTLEMENT

- 8.4.1 The final settlement between State and MPO will be made after final funding review and approval by State and after an audit, if deemed necessary, has been performed to determine eligible actual costs.
- 8.4.2 If deemed necessary, an audit will be performed by State to determine whether the actual costs incurred for planning activities are eligible for reimbursement with federal funds. The Parties understand that the audit may require an adjustment of the reimbursement made under this Agreement. MPO agrees to reimburse State for any overpayments identified in the audit review, and State agrees to reimburse MPO for underpayments when appropriate.
- 8.4.3 If MPO's calculated share is more than the amount of local funds previously paid to State, State will bill MPO for the difference. MPO agrees to pay the amount due State within thirty (30) days of receipt of invoice.
- 8.4.4 If MPO's calculated share is less than the amount of local funds previously paid to State, State will reimburse MPO for the difference.

SECTION 9. PROCUREMENT OF PROFESSIONAL SERVICES

MPO shall procure engineering and planning services providers using the Qualifications Based Selection process set out in the LPA Guidelines Manual. Professional services include, but are not limited to; planning studies and preliminary engineering.

SECTION 10. PROFESSIONAL PERFORMANCE

It is understood by the Parties that MPO is solely responsible for all Eligible Planning Activities (work product) completed under this Agreement. Any review or examination by State, or acceptance or use of the work product of MPO or its Consultant will not be considered to be a

full and comprehensive review or examination and will not be considered an approval, for funding or for any other purpose, of the work product of MPO and its Consultant which would relieve MPO from any expense or liability that would be connected with MPO's sole responsibility for the propriety and integrity of the work product to be accomplished by MPO or its Consultant.

SECTION 11. INDEMNITY

MPO agrees to hold harmless, indemnify, and defend State and FHWA against all liability, loss, damage, or expense, including reasonable attorney's fees and expert fees, that State or FHWA may suffer as a result of claims, demands, costs, or judgments arising out of MPO's work and the terms of this Agreement.

SECTION 12. CONFLICT OF INTEREST LAWS

- 12.1 MPO shall review the Conflict of Interest provisions of 23 CFR 1.33, 49 CFR 18.36(b)(3) and 2 CFR, and agrees to comply with all the Conflict of Interest provisions (including applicable State and local provisions) in order for the planning activities to remain fully eligible for State or Federal funding. MPO should review, understand and follow the instructions provided in the **NDOR CONFLICT OF INTEREST GUIDANCE DOCUMENT FOR LPA OFFICIALS, EMPLOYEES & AGENTS FOR LOCAL FEDERAL-AID TRANSPORTATION PROJECTS** located on State's website at the following location:
<http://www.transportation.nebraska.gov/gov-aff/lpa/chapter-forms/coi/coi-guidance-doc-lpa.pdf>
- 12.2 MPO must also complete, sign and submit to State's Highway Planning Manager, the **NDOR CONFLICT OF INTEREST DISCLOSURE FORM FOR LPAS FOR LOCAL FEDERAL-AID TRANSPORTATION PROJECTS**. This form is located on State's website at the following location:
<http://www.transportation.nebraska.gov/gov-aff/lpa/chapter-forms/coi/coi-disclosure-doc-lpa.pdf>
- 12.3 Consultants and Subconsultants providing services for MPO's, or submitting proposals for services, shall submit to MPO and State's Highway Planning Manager a Conflict of Interest Disclosure Form for Consultants. Consultants and Subconsultants shall submit a revised form for any changes in circumstances, or discovery of any additional facts that could result in someone employed by, or who has an ownership, personal, or other interest with Consultant or Subconsultant having a real or potential conflict of interest on MPO federal-aid transportation planning activities.

SECTION 13. DRUG FREE WORKPLACE

MPO shall have an acceptable and current drug-free workplace policy on file with State.

SECTION 14. RECORDS RESPONSIBILITY

- 14.1 MPO shall maintain all correspondence, files, books, documents, papers, accounting records and other evidence pertaining to costs incurred and shall make such material available at its office. These records shall be available at all reasonable times during the contract period and for at least three years from the date of final cost settlement by FHWA and project closeout by the State. Such records must be available for inspection by State and the FHWA, Federal Transit Administration, or any authorized representatives of the Federal government, and MPO shall furnish copies to those mentioned in this section when requested to do so.
- 14.2 Papers, interim reports, forms or other materials which are a part of the work under contract will not be copyrighted without written approval of State and Federal Highway Administration.
- 14.3 Either party to the Agreement may initiate a request for publication of the final or interim reports, or any portions thereof.
- 14.4 Publication by either party shall give credit to the other party and to the Federal Highway Administration. However, if State or Federal Highway Administration does not wish to subscribe to the findings or conclusions of the Study the following statement shall be included on the credit sheet: "The opinions, findings and conclusions expressed in this publication are those of the authors and not necessarily those of State or Federal Highway Administration."
- 14.5 In the event of failure of agreement between State and MPO relative to the publication of any reports during the period of the contract, each party reserves the right to publish independently, in which event the nonoccurrence of the other party shall be set forth, if requested.
- 14.6 Both written and oral releases are considered to be within the context of publication. However, there is no intention to limit discussion of the study with participants in the Transportation Planning Program, small technical groups or lectures to employees or students. Lectures to other groups which describe the plans are permissible.
- 14.7 Neither party shall publish nor otherwise disclose, nor permit to be disclosed or published, the results of the investigation herein contemplated, during the period of the Agreement, without notifying the other party.

14.8 When the scheduled time for presentation of a paper does not permit formal review and approval of a complete report, a statement must be included in the paper and in the presentation of the effect that the paper had not been reviewed by the appropriate other party.

SECTION 15. FAIR EMPLOYMENT PRACTICES

If MPO performs any planning activities itself, MPO shall abide by the provisions of the Nebraska Fair Employment Practices Act as provided by Neb.Rev.Stat. § 48-1101 to 48-1126, and all regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49 CFR, Parts 21 and 27 as set forth in the SECTION 30. TITLE VI NONDISCRIMINATION CLAUSES of this Agreement. The reference to "Contractor" in this section also means "MPO".

SECTION 16. DISABILITIES ACT

MPO agrees to comply with the Americans with Disabilities Act of 1990 (P.L. 101-366), as implemented by 28 CFR 35, which is hereby made a part of and included in this agreement by reference.

SECTION 17. LAWFUL PRESENCE IN USA AND WORK ELIGIBILITY STATUS

PROVISIONS

MPO agrees to comply with the requirements of Neb.Rev.Stat. § 4-108 to 4-114 with the planning activities, including, but not limited to, the requirements of § 4-114(2) to place in any contract it enters into with a public contractor a provision requiring the public contractor to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

SECTION 18. DISADVANTAGED BUSINESS ENTERPRISES (DBE)

18.1 Policy

MPO shall ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal Funds under this agreement. Consequently, the DBE requirements of 49 CFR Part 26 are hereby made a part of and incorporated by this reference into this agreement.

18.2 Disadvantaged Business Enterprises (DBEs) Obligation

MPO and State shall ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of

contracts and subcontracts financed in whole or in part with Federal Funds provided under this agreement. In this regard, MPO shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. MPO shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of FHWA assisted contracts.

SECTION 19. TITLE VI NONDISCRIMINATION CLAUSES

During the performance of this Agreement, MPO, for itself, its assignees and successors in interest agrees as follows:

19.1 Compliance with Regulations:

MPO shall comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Parts 21 and 27, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this agreement.

19.2 Nondiscrimination:

MPO, with regard to the work performed by it after award and prior to completion of the contract work, shall not discriminate on the basis of disability, race, color, sex, religion or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. MPO shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix "A," "B," and "C" of Part 21 of the Regulations.

19.3 Solicitations for Subcontracts, Including Procurements of Materials and Equipment:

In all solicitations either by competitive bidding or negotiation made by MPO for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by MPO of MPO's obligations under this agreement and the Regulations relative to nondiscrimination on the basis of disability, race, color, sex, religion or national origin.

19.4 Information and Reports:

MPO shall provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by State or FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, MPO shall so certify to State, or FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.

19.5 Sanctions for Noncompliance:

In the event of MPO's noncompliance with the nondiscrimination provisions of this agreement, State will impose such contract sanctions as it or FHWA may determine to be appropriate, including but not limited to,

- (a) Withholding of payments to MPO under this agreement until MPO complies, and/or
- (b) Cancellation, termination or suspension of this agreement, in whole or in part.

19.6 Incorporation of Provisions:

MPO shall include the provisions of sections 19.1 through 19.6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. MPO shall take such action with respect to any subcontract or procurement as State or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, MPO may request State to enter into such litigation to protect the interests of State, and in addition, MPO may request the United States to enter into such litigation to protect the interests of the United States.

SECTION 20. ENTIRE AGREEMENT

This Agreement embodies the entire agreement of the Parties. There are no promises, terms, conditions, or obligations other than contained herein, and this Agreement supersedes all previous communications, representations, or other agreements or contracts, either oral or written hereto.

SECTION 21. CERTIFICATION REGARDING LOBBYING FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

21.1 The undersigned certifies, to the best of his or her knowledge and belief, that:

21.1.1 No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

21.1.2 If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

21.1.3 The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, subgrants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

21.2 This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

PAPERWORK REDUCTION ACT PUBLIC BURDEN STATEMENT

A Federal agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a current valid OMB control number. The OMB Control No. for this information collection is 2105-0555. The information requested on this form is being collected and disseminated by the U.S. Department of Transportation, Office of the Secretary as a courtesy to the public. Public burden reporting for this collection of information is estimated to be

15 minutes per response, including time for reviewing instructions, and completing and reviewing the collection of information. All responses to this collection are mandatory. Send comments regarding the burden estimate or any other aspect of the collection of information, including suggestions for reducing this burden, to: Information Collection Clearance Office, US Department of Transportation, Office so Small and Disadvantaged Business Utilization, Financial Assistance Division, 1200 New Jersey Ave., S.E., 5th Floor, W56-448, Washington, DC 20590.

PRIVACY ACT STATEMENT

The Privacy Act requires that we provide you with the following information regarding our use of your Personally Identifiable Information. The information on this form is solicited under the authority of Title 49 U.S.C. 332(b)(3)(4)(5) which authorizes DOT OSDBU to assist Disadvantage Business Enterprises and Small and Disadvantaged Businesses in acquiring access to working capital and to debt financing, in order to obtain transportation related contracts funded by DOT. STLP loans are provided through lenders that serve as STLP Participating Lenders (PL). The PLs enter into a Cooperative Agreement with DOT's OSDBU. The STLP is subject to budgeting and accounting requirements of the Federal Credit Reform Act of 1990 (FCRA). The PL must carry out processes to activate, monitor, service and close out STLP loans. To fulfill the requirements of FCRA, the PL submits reports and the forms to OSDBU. Provisions of the requested information are voluntary; however it is a requirement of the Cooperative Agreement.

IN WITNESS WHEREOF, the Parties hereby execute this agreement pursuant to lawful authority as of the date signed by each party.

EXECUTED by the MPO this _____ day of _____, 2015.

WITNESS:

City of Grand Island MPO

WITNESS TITLE _____

Jeremy Jensen, Mayor of Grand Island

EXECUTED by the State this _____ day of _____, 2015.

STATE OF NEBRASKA
DEPARTMENT OF ROADS
Michael Owen, P.E.

Planning & Project Development Engineer

RESOLUTION 2015-175

WHEREAS, the Nebraska Department of Roads has prepared a Planning Agreement for the City of Grand Island for the purpose of assisting the LPA in obtaining Federal approval and financial assistance to ensure a continued, comprehensive, and cooperative transportation planning process between the state and local governments for the Grand Island Metropolitan Planning Area for Fiscal Year 2015; and

WHEREAS, the maximum Federal participation under this agreement is not to exceed \$214,305 for Fiscal Year 2016, which begins July 1, 2015 and ends June 30, 2016; and

WHEREAS, the Federal share on any portion of this project will be a maximum of 80% of the eligible costs, and

WHEREAS, the local 20% funds would be the City's obligation not to exceed \$53,576 and can be part of in-kind services (staff time & expenses); and

WHEREAS, the total cost is expected to be \$267,881; and

WHEREAS, an agreement with the Nebraska Department of Roads is required to proceed.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the agreement with the Nebraska Department of Roads for the purpose of assisting the LPA in obtaining Federal approval and financial assistance for the Grand Island Metropolitan Planning Area for Fiscal Year 2016 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, July 14, 2015.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☒ _____
July 10, 2015	☒ City Attorney



City of Grand Island

Tuesday, July 14, 2015

Council Session

Item G-12

#2015-176 - Approving Interlocal Cooperative Agreement with Hall County for Use of County Roads to Reroute Commercial Truck Traffic to Airport Road

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

Council Agenda Memo

From: Terry Brown PE, Assistant Public Works Director

Meeting: July 14, 2015

Subject: Approving Interlocal Cooperative Agreement with Hall County for Use of County Roads to Reroute Commercial Truck Traffic to Airport Road

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

Background

Hall County has requested the City of Grand Island enter into an Interlocal agreement with them to reroute commercial truck traffic to Airport Road.

All agreements must be approved by City Council.

Discussion

It is recommended that Airport Road between US Highway 281 and Sky Park Road be designated as a truck route.

The City, with consent from the County, will be responsible for signing and increasing radii to better accommodate commercial truck traffic on this section of Airport Road.

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 Interlocal Agreement with Hall County for use of County roads to reroute commercial truck traffic to Airport Road.

Sample Motion

Move to approve the resolution.

**INTERLOCAL COOPERATION AGREEMENT BETWEEN THE COUNTY OF HALL AND
THE CITY OF GRAND ISLAND FOR REROUTING COMMERCIAL TRUCK TRAFFIC
FROM CERTAIN CITY STREETS TO CERTAIN COUNTY ROADS**

Pursuant to the Nebraska Interlocal Cooperation Act codified at Article 8, Chapter 13 of the Nebraska Revised Statutes, the County of Hall (County) and the City of Grand Island (City) do hereby enter into an Interlocal Cooperation Agreement (Agreement) for the City to reroute commercial truck traffic from certain City streets to certain County roads as follows:

I.

The duration of this Agreement shall be from the date of execution by both Parties until such time as either Party terminates it pursuant to the terms set forth below in the sixth paragraph or until such time as the portion of County roads referenced become part of the City through annexation.

II.

The Parties shall not create any separate legal entity for the purpose of administering this Agreement. The administration of this Agreement will be through the cooperation of the County and City Public Works Departments.

III.

There shall be no joint method for the Parties to finance the administration of this Agreement. The Parties shall adopt and maintain appropriations to fund their respective financial obligations under this Agreement.

IV.

The Parties shall not create any joint fund or acquire joint property for the administration of this Agreement.

V.

The Parties agree to the following:

- A. Commercial truck traffic may be rerouted from that portion of the City consisting of Capital Avenue located West to East between United States Highway 281 and Sky Park Road to that portion of the County consisting of Airport Road

located West to East between United States Highway 281/Broadwell Avenue to Sky Park Road;

- B. Appropriately worded and located signage directing the rerouting of commercial truck traffic will be installed and maintained by the County Public Works Department on County roads and the City Public Works Department on City streets; and
- C. Improvements necessary to facilitate commercial truck traffic along the aforementioned section of Airport Road will be constructed and maintained by the City at the City's expense with the consent of the County.

VI.

This Agreement may be terminated by either Party for any reason or no reason upon the approval of such action by the governing body of either Party with a minimum of thirty (30) days written notice to the other Party.

VII.

If any provision of this Agreement is declared void or illegal by a Court of law, all other unaffected provisions shall remain in full force and effect.

VIII.

The terms of this Agreement shall not be altered or amended unless done so in writing with the approval of both governing bodies of the Parties.

WITNESS OUR HANDS

COUNTY OF HALL

Date

By _____
Scott Arnold, Chairperson
Hall County Board of Supervisors

ATTEST:

Marla J. Conley
Hall County Clerk

CITY OF GRAND ISLAND

Date

By _____
Jeremy L. Jensen, Mayor
City of Grand Island

ATTEST:

RaNae Edwards
Grand Island City Clerk

RESOLUTION 2015-176

WHEREAS, Hall County requested the City of Grand Island enter into an interlocal agreement with them to reroute commercial truck traffic to Airport Road; and

WHEREAS, it is recommended that commercial truck traffic be rerouted from a portion of Capital Avenue between US Highway 281 and Sky Park Road to Airport Road between US Highway 281 and Sky Park Road; and

WHEREAS, the City will be responsible for facilitating the necessary improvements for such commercial truck traffic on this section of Airport Road, with consent from the County; and

WHEREAS, the Hall County Public Works Department has prepared an Interlocal Agreement, which has been reviewed by the City's Legal Department for such commercial truck traffic reroute.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Interlocal Agreement by and between the City and Hall County, Nebraska for the rerouting of commercial truck traffic to Airport Road is hereby approved.

BE IT FURTHER RESOLVED, the Mayor is hereby authorized and directed to sign the Interlocal Agreement on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, July 14, 2015.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
July 10, 2015	☐ City Attorney



City of Grand Island

Tuesday, July 14, 2015

Council Session

Item G-13

#2015-177 - Approving Request from the Multicultural Coalition of Grand Island for Permission to Use City Streets and State Highway for the Third Annual Multicultural Day of the Dead Festival

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

Council Agenda Memo

From: John Collins PE, Public Works Director

Meeting: July 14, 2015

Subject: Consideration of Approving Request from the Multicultural Coalition of Grand Island for Permission to Use City Streets and State Highway for the Third Annual Multicultural Day of the Dead Festival

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

Background

The City received a request dated June 25, 2015, from the Multicultural Coalition of Grand Island Executive Director requesting to use City streets and a State highway for the Third Annual Multicultural Day of the Dead Festival. This is a community event that consists of a 5k race, 1-mile fun run, free entertainment, authentic food, art, games and a dance.

Discussion

The Multicultural Coalition of Grand Island is seeking Council approval and notice to the Nebraska Department of Roads for the Third Annual Multicultural Day of the Dead Festival to be held on Saturday, October 24, 2015.

The race route will require the use of City streets, as well as crossing 1st Street and 2nd Street. Please see the attached maps.

State Statute 39-1359 requires the City Council to approve the route and for the City to then inform the Nebraska Department of Roads that the route has approval if it closes or blocks any part of a State highway. This is a requirement for any race, parade or march that would create some closure of the highway. This action then makes the City responsible for the liability of using a State highway for the event.

In planning for the event and to achieve the best identified route the request has been reviewed by public safety and public works.

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 Third Annual Multicultural Day of the Dead Festival and direct that the Nebraska Department of Roads be notified of this action.

Sample Motion

Move to approve the resolution.



June 25, 2015

Dear City of Grand Island,

We at the Multicultural Coalition are excited to announce our third annual Multicultural Day of the Dead Festival! This event is scheduled for October 24th and will include a 5k race, a 1-mile fun run, free entertainment, authentic food, art, games, a dance and more! The event is free and open to the community. This year, we will be hosting the event downtown on 3rd Street. Both the 5k race and the 1 mile race will start and finish on 3rd Street. Both race routes include a crossing of 2nd Street. Enclosed you will find further information and a map of our proposed race routes.

Dia de los Muertos, also known as "The Day of the Dead," is a unique and colorful tradition that is primarily celebrated in Mexico and Latin America, but is quickly gaining popularity in the U.S. The Day of the Dead traditionally takes place on the days of October 31 through November 2 and is marked by parades, public art, entertainment; family gatherings and the observance of loved ones that have passed. The Day of the Dead is not a somber event and it definitely isn't zombies! It is a celebration of life.

This event was created to bring together our diverse community, increase cultural awareness and provide an opportunity for people to learn about this unique tradition. The proceeds of this event will be used to support the Multicultural Coalition, a 501c3 non-profit organization. Founded in 2003, the Multicultural Coalition is a comprehensive service delivery center is that is constantly evolving to meet the needs of our diverse community. Our small, but MIGHTY organization served more than 1,400 people last year through health fairs, educational programs, direct services and more!

Thank you for your consideration as we work to create a worthwhile event for the Grand Island community. Please feel free to contact me with any questions or concerns. Our number is 308-385-5242 and my email is jschade@mcofgi.org.

Sincerely,

Jocelyn Schade
Executive Director

Multicultural Day of the Dead Festival 2015 Proposal



Who: The Multicultural Coalition

When: October 24, 2015 (active time: 12:00pm – 8:00pm / with set up and tear down: 8:00am-10:00pm)

Where: 3rd Street from Walnut St. – Cedar St.

***Note:** Additional streets from Sycamore to Cleburn will be blocked off for the duration of the races)

Post-Festival Dance

Location: Liederkrantz

Time: 7:00-12:00am

Race Start Times:

5k start at 6:40p.m.

1 Mile start at 6:45 pm

Purpose: To raise money to support the Multicultural Coalition and to provide an immersive educational and celebratory experience for the Grand Island community. This event increases cultural awareness, cross-cultural interaction and creates a more unified community.

Race Director: Jocelyn Schade

Phone: 308-385-5242

Email: jschade@mcofgi.org

5K Course (Written Out) – Our 5K race will begin at the intersection of 3rd and Elm Street. Runners will take a left onto Cleburn St., continuing east at which point they will cross 1st and 2nd Street. The runners will continue on Cleburn, turning right (south) onto Koeing St. and then left (east) onto Clark St. Runners will continue on Clark St. until where it connects with the Hike and Bike Trail. Runners will run on the Hike and Bike Trail going south toward Suck's Lake, make a loop around Suck's Lake and use the same route back to the Start/Finish line. This is an Out & Back style race route and the start and finish line are at the same location. Uniformed policeman will be monitoring both points at which runners will cross 1st and 2nd. Volunteers will be present at every intersection and there will be a guide leading the race and another following the last runner.

1 Mile Course (Written Out) – Runners of the 1 mile race will begin at the same Start/Finish Line as the 5k, but instead of turning right on Cleburn, 1 mile runners will turn right (west) and then turn right into the alley. The race continues through the alley until Cedar at which runners will turn left and follow the bend towards South Front St. The route continues on South Front St. until Sycamore where runners will turn right, (east) using the road – not the underpass, and turn right again onto 3rd St. and run through 3rd street until they reach the start/finish line at Elm.

*Both of these race routes have been reviewed by Captain Falldorf and Shannon Callahan. Route images are attached.

Beer Garden:

We are proposing to have a Beer Garden during the festival that will be open from 12:00 to 8:00pm. The Beer Garden is planned to be on Wheeler Ave. across from Kaufman Park, which is where entertainment will be hosted throughout the event. It will have a boundary on all sides per city code with people checking identification at the entrance. People age 21 and older will have to acquire a wristband in order to enter the Beer Garden. There will also be two uniformed policeman monitoring this area. Brent Linder will be providing the liquor license and managing the Beer Garden.

*The Downtown Director and Committee are aware of these plans and are supportive of the event.

RESOLUTION 2015-177

WHEREAS, the Multicultural Coalition of Grand Island is seeking Council approval and notice to the Nebraska Department of Roads for the Third Annual Multicultural Day of the Dead Festival in Grand Island on October 24, 2015; and

WHEREAS, the Multicultural Coalition of Grand Island has worked with the City in planning & developing an acceptable race route; and

WHEREAS, specific wording is required by the Nebraska Department of Roads (NDOR) pursuant to Neb. Rev. Stat §39-1359, and

WHEREAS, the City accepts the duties set out in neb. Rev. Stat. §39-1359, and that if a claim is made against the State, the City shall indemnify, defend, and hold harmless the State from all claims, demands, actions, damages, and liability, including reasonable attorney's fees, that may arise as a result of the special event, more specifically defined as the Third Annual Multicultural Day of the Dead Festival to be held on October 24, 2015; and

WHEREAS, the route for the special event necessitates the crossing of both 1st Street and 2nd Street at Cleburn Street; and

WHEREAS, the special event will be held on October 24, 2015, with the control of both 1st Street and 2nd Street at Cleburn Street being assumed by the City at 4:00 pm on October 24, 2015 and ending at 8:00 pm on October 24, 2015, at which time control of both 1st Street and 2nd Street at Cleburn Street, shall revert to the State.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the use of City streets and State highway to accommodate the Third Annual Multicultural Day of the Dead Festival on October 24, 2015 is hereby approved.

BE IT FURTHER RESOLVED, that the Nebraska Department of Roads shall be notified of the approved route.

Adopted by the City Council of the City of Grand Island, Nebraska, July 14, 2015.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
July 10, 2015	☐ City Attorney



City of Grand Island

Tuesday, July 14, 2015

Council Session

Item G-14

#2015-178 - Approving Award of Proposal for Asset Management Implementation Assistance for the Grand Island Wastewater Division

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

Council Agenda Memo

From: Marvin Strong PE, Wastewater Treatment Plant Engineer

Meeting: July 14, 2015

Subject: Approving Award of Proposal for Asset Management Implementation Assistance for the Grand Island Wastewater Division

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

Background

A Request for Qualifications (RFQ) for asset management implementation assistance for the Wastewater Division of the Public Works Department was advertised in the Grand Island Independent on February 24, 2015. The RFQ was also sent to eleven (11) potential proposers by the Wastewater Division of the Public Works Department.

The asset management implementation assistance will focus on asset identification, database design, data collection, data development, training, and subsequent integration of Wastewater Division assets into an enterprise geodatabase and Public Works Cartegraph OMS enterprise asset management system. Full implementation is anticipated to take approximately nine (9) months.

Discussion

One (1) firm responded to the RFQ, which was opened on March 24, 2015 and reviewed and scored.

Funds for the asset management implementation assistance are in the approved 2014/2015 budget.

The proposal submitted by Black & Veatch Corporation of Kansas City, Missouri was scored and felt to be a qualified firm. An agreement in an amount not to exceed \$367,700.00 has been reached for such work. Taking into account the assets the Wastewater Division has (Treatment Plant, Lift Stations, etc.) and using a conservative estimate of \$100,000,000 the assistance is greatly worth it to get all pieces documented and control all maintenance costs.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the award of the proposal to Black & Veatch Corporation of Kansas City, Missouri.

Sample Motion

Move to approve the award of the proposal.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

**REQUEST FOR QUOTES
FOR
ASSET MANAGEMENT IMPLEMENTATION ASSISTANCE AT THE
GRAND ISLAND WASTEWATER TREATMENT PLANT**

RFP DUE DATE: March 24, 2015 at 4:00 p.m.
DEPARTMENT: Public Works
PUBLICATION DATE: February 24, 2015
NO. POTENTIAL BIDDERS: 11

SUMMARY OF PROPOSALS RECEIVED

Black & Veatch
Kansas City, MO

cc: John Collins, Public Works Director
Marlan Ferguson, City Administrator
Marvin Strong, WWTP Engineer

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

P1802

**AGREEMENT
FOR
ENGINEERING SERVICES**

THIS AGREEMENT (Agreement) is by and between The City of Grand Island, Nebraska (Owner) and Black & Veatch Corporation (Engineer);

WITNESSETH:

WHEREAS, Owner intends to develop an asset management program for the City's wastewater treatment plant and collection system pump stations (the Project);

WHEREAS, Owner requires certain engineering services in connection with the Project (the Services); and,

WHEREAS, Engineer is prepared to provide the Services.

NOW, THEREFORE, in consideration of the promises contained in this Agreement, Owner and Engineer agree as follows:

ARTICLE 1 - EFFECTIVE DATE

The effective date of this Agreement shall be _____, 2015.

ARTICLE 2 - GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska without giving effect to the principles thereof relating to conflicts of law.

ARTICLE 3 - SERVICES TO BE PERFORMED BY ENGINEER

Engineer shall perform the Services described in Attachment A, Scope of Services. Engineer shall have no liability for defects in the Services attributable to Engineer's reliance upon or use of data, design

criteria, drawings, specifications, or other information furnished by Owner or third parties retained by Owner.

ARTICLE 4 – COMPENSATION

4.1 Payment shall be due and payable upon receipt by Owner to Engineer in accordance with Attachment B, Compensation.

4.2 Method of Payment. Payments due Engineer under this Agreement shall be electronically transferred either by ACH, specifically in CCD+ or CTX format, or wire transfer to the bank account and in accordance with the bank instructions identified in Engineer’s most recent invoice in immediately available funds no later than the payment due date. Invoice number and project name shall be referenced in the bank wire reference fields or the ACH addenda information.

4.3 In the event Owner disputes any invoice item, Owner shall give Engineer written notice of such disputed item within ten (10) days after receipt of such invoice and shall pay to Engineer the undisputed portion of the invoice according to the provisions hereof. If Owner fails to pay any invoiced amounts when due, interest will accrue on each unpaid amount at the rate of one and one-half percent (1 ½%) per month, or the maximum amount allowed by law, if less, from the date due until paid according to the provisions of this Agreement. Interest shall not be charged on any disputed invoice item finally resolved in Owner’s favor. Payment of interest shall not excuse or cure any default or delay in payment of amounts due.

ARTICLE 5 - OWNER'S RESPONSIBILITIES

Owner shall at such times as may be required by Engineer for the successful and expeditious completion of the Services:

5.1 Obtain all permits and licenses required to be taken out in the name of Owner which are necessary for the performance of the Services;

5.2 Provide Engineer with all specifications necessary for the completion of the Services;

5.3 Advise Engineer of the existence and undertake the abatement and disposal of all hazardous materials, including, but not limited to, asbestos, polychlorinated biphenyls (PCBs) and radioactive material and other toxic substances, encountered by Engineer in the performance of the Services; and

5.4 Appoint an individual who shall be authorized to act on behalf of Owner, with whom Engineer may consult at all reasonable times, and whose instructions, requests, and decisions will be binding upon Owner with concurrence of the City Council as to all matters pertaining to this Agreement and the performance of the parties hereunder.

ARTICLE 6 - STANDARD OF CARE

Engineer shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily possessed and exercised by a professional engineer under similar circumstances. ***NO OTHER WARRANTY, EXPRESSED OR IMPLIED, IS INCLUDED IN THIS AGREEMENT OR IN ANY DRAWING, SPECIFICATION, REPORT, OR OPINION PRODUCED PURSUANT TO THIS AGREEMENT.***

ARTICLE 7 - LIABILITY AND INDEMNIFICATION

7.1 General. Having considered the potential liabilities that may exist during the performance of the Services, the benefits of the Project, and the Engineer's fee for the Services, and in consideration of the promises contained in this Agreement, Owner and Engineer agree to allocate and limit such liabilities in accordance with this Article. Indemnities against, releases from, and limitations on liability expressed in this Agreement shall apply even in the event of the breach of contract or warranty, tort (including negligence), strict liability or other basis of legal liability of the party indemnified or released, or of the party whose liability is limited. Such indemnities, releases, and limitations shall extend to the partners, licensors, subcontractors, vendors and related entities of such party, and all such parties' directors, officers, shareholders, employees, and agents.

7.2 Indemnification. Engineer agrees to defend, indemnify, and hold harmless the Owner, from and against legal liability for all claims, losses, damages, and expenses resulting from death or bodily injury to any person, damage or destruction to third-party property to the extent such claims, losses, damages, or expenses are caused by its negligent acts, errors, or omissions. In the event such claims, losses,

damages, or expenses are caused by the joint or concurrent negligence of Engineer and Owner, they shall be borne by each party in proportion to its own negligence.

7.3 Employee Claims. Engineer shall indemnify Owner against legal liability for damages arising out of claims by Engineer's employees. Owner shall indemnify Engineer against legal liability for damages arising out of claims by Owner's employees.

7.4 Consequential Damages. Notwithstanding any provision in this Agreement to the contrary, and to the fullest extent permitted by law, Engineer (including any of its related or affiliated companies) shall not be liable to Owner and Owner expressly waives all claims for loss of profits, revenue, use, opportunity, and goodwill; cost of substitute facilities, goods, and services; cost of capital; increased operating costs; and for any special, indirect, incidental, consequential, punitive, or exemplary damages resulting in any way from the performance or non-performance of the Services whether arising under breach of contract or warranty, tort (including negligence), indemnity, strict liability or other basis of legal liability.

7.5 Limitations of Liability. To the fullest extent permitted by law, Engineer's (including any of its related or affiliated companies) total liability to Owner for all claims, losses, damages, and expenses, whether arising under breach of contract or warranty, tort (including negligence), indemnity, strict liability or any other basis of legal liability, resulting in any way from the performance or non-performance of the Services shall not exceed the total compensation actually received by Engineer under this agreement.

7.6 Survival. Upon completion of all Services, obligations, and duties provided for in this Agreement, or if this Agreement is terminated for any reason whatsoever, the terms and conditions of this Article shall survive.

ARTICLE 8 – INSURANCE

During the performance of the Services under this Agreement, Engineer shall maintain the following insurance:

- (1) General Liability Insurance, with a limit of \$1,000,000 for each occurrence and in the aggregate.
- (2) Automobile Liability Insurance, with a combined single limit of \$1,000,000.
- (3) Workers' Compensation Insurance in accordance with statutory requirements and Employers' Liability Insurance, with limits of \$500,000 for each occurrence and in the aggregate.
- (4) Professional Liability Insurance, with a limit of \$1,000,000 per occurrence and in the aggregate.

Engineer shall, upon written request, furnish Owner certificates of insurance which shall include a provision that such insurance shall not be canceled without at least thirty days' written notice to Owner. If Owner purchases, or causes a contractor to purchase, a builders' risk or other property insurance policy for the Project, Owner shall require that Engineer be included as a named insured on such policy without liability for the payment of premiums.

Owner assumes sole responsibility and waives all rights and claims against Engineer for all loss of or damage to property owned by or in the custody of Owner and any items at the job site or in transit thereto (including, but not limited to, construction work in progress), however such loss or damage shall occur, except damage when is the fault or negligence of Engineer. Owner shall require its insurers to waive all rights of subrogation against Engineer for claims covered under any property insurance the Owner may carry.

Owner shall require all Project contractors under contract with Owner to include Owner and Engineer as additional insureds on their general, automobile, excess, and umbrella liability

insurance policies. Further, Owner shall obtain and maintain for the benefit of Engineer the same indemnities, waivers of subrogation rights and insurance benefits obtained for the protection of the Owner from any construction contractor and subcontractor working on the Project and shall obtain from that contractor and subcontractor insurance certificates evidencing the required coverages.

ARTICLE 9 - LIMITATIONS OF RESPONSIBILITY

Engineer shall not be responsible for: (1) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project; (2) the failure of any contractor, subcontractor, vendor, or other Project participant, not under contract to Engineer, to fulfill contractual responsibilities to the Owner or to comply with federal, state, or local laws, regulations, and codes; or (3) procuring permits, certificates, and licenses required for any construction unless such responsibilities are specifically assigned to Engineer in Attachment A, Scope of Services.

ARTICLE 10 - OPINIONS OF COST AND SCHEDULE

Since Engineer has no control over the cost of labor, materials, or equipment furnished by others not under contract to Engineer, or over the resources provided by others not under contract to Engineer to meet Project schedules, Engineer's opinion of probable costs and of project schedules for construction shall be made on the basis of experience and qualifications as a professional engineer. Engineer does not guarantee that proposals, bids, or actual Project costs will not vary from Engineer's opinions of probable cost or that actual schedules will not vary from Engineer's projected schedules.

ARTICLE 11 - REUSE OF DOCUMENTS

All documents, including, but not limited to, drawings, specifications, and computer software prepared by Engineer pursuant to this Agreement are instruments of service in respect to the Project. They are not intended or represented to be suitable for reuse by Owner or others on extensions of the Project or on any other project. Any reuse without prior written verification or adaptation by Engineer for the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to Engineer. Owner shall defend, indemnify, and hold harmless Engineer against all claims, losses, damages, injuries, and expenses, including attorneys' fees, arising out of or resulting from such reuse. Any verification or adaptation of documents will entitle Engineer to additional compensation at rates to be agreed upon by Owner and Engineer.

Any files delivered in electronic media may not work on systems and software different than those with which they were originally produced. Engineer makes no warranty as to the compatibility of these files with any other system or software. Because of the potential degradation of electronic medium over time, in the event of a conflict between the sealed original drawings/hard copies and the electronic files, the sealed drawings/hard copies will govern.

ARTICLE 12 - OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Project specific engineering documents, drawings, and specifications prepared by Engineer as part of the Services shall become the property of Owner when Engineer has been compensated for all Services rendered, provided, however, that Engineer shall have the unrestricted right to their use. Engineer shall, however, retain its rights in its standard drawing details, specifications, data bases, computer software, and other proprietary property. Rights to intellectual property developed, utilized, or modified in the performance of the Services shall remain the property of Engineer.

ARTICLE 13 - TERMINATION

This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The nonperforming party shall have fifteen calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.

Owner may terminate or suspend performance of this Agreement for Owner's convenience upon written notice to Engineer. Engineer shall terminate or suspend performance of the Services on a schedule acceptable to Owner. If termination or suspension is for Owner's convenience, Owner shall pay Engineer for all the Services performed and termination or suspension expenses, including, but not limited to, demobilization, remobilization and cancellation charges approved by the Owner. Upon restart, an equitable adjustment shall be made to Engineer's compensation.

ARTICLE 14 - DELAY IN PERFORMANCE

Except for Owner's payment obligation, neither Owner nor Engineer shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include, but are not limited to: unusually severe weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either Owner or Engineer under this Agreement.

Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. Engineer shall be entitled to an equitable adjustment in schedule and compensation in the event such circumstances occur.

ARTICLE 15 - PRE-EXISTING CONTAMINATION

Anything herein to the contrary notwithstanding, title to, ownership of, and legal responsibility and liability for any and all pre-existing contamination shall at all times remain with Owner.

"Pre-existing contamination" is any hazardous or toxic substance, material, or condition present at the Project site or sites concerned which was not brought onto such site or sites by Engineer for the exclusive benefit of Engineer. Owner shall release, defend, indemnify, and hold Engineer

harmless from and against any and all liability which may in any manner arise from or be in any way directly or indirectly caused by such pre-existing contamination except if, and then only to the extent, such liability is caused by Engineer's sole negligence or willful misconduct.

ARTICLE 16 - COMMUNICATIONS

Any communication required by this Agreement shall be made in writing to the address specified below:

Engineer: Mr. Derek Cambridge
Black & Veatch Corporation
8400 Ward Parkway
Kansas City, MO 64114

Owner: Mr. Marvin Strong, P.E.
City of Grand Island
Wastewater Treatment Plant Engineer
100 E. First St.
Grand Island, NE 68802-1968

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Engineer and Owner.

ARTICLE 17 - WAIVER

A waiver by either Owner or Engineer of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

ARTICLE 18 - SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

ARTICLE 19 - INTEGRATION

This Agreement represents the entire and integrated agreement between Owner and Engineer. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may only be modified by a written amendment executed by both parties.

ARTICLE 20 - SUCCESSORS AND ASSIGNS

Owner and Engineer each binds itself and its directors, officers, partners, successors, executors, administrators, assigns, and legal representatives to the other party to this Agreement and to the directors, officers, partners, successors, executors, administrators, assigns, and legal representatives of such other party in respect to all provisions of this Agreement.

ARTICLE 21 - ASSIGNMENT

Neither Owner nor Engineer shall assign any rights or duties under this Agreement without the prior written consent of the other party, except that Engineer may do so to any of its related, affiliated, or successor entities upon written notice to Owner of same. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Nothing contained in this Article shall prevent Engineer from employing independent consultants, associates, and subcontractors to assist in the performance of the Services.

ARTICLE 22 - THIRD PARTY RIGHTS

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than Owner and Engineer.

ARTICLE 23 – GRATUITIES AND KICKBACKS

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

ARTICLE 24 – EXHIBITS INCORPORATED

All Attachments listed below and discussed in this AGREEMENT are hereby incorporated into the AGREEMENT by this reference.

- Attachment A; Scope of Services
- Attachment B; Compensation
- Attachment C; Schedule of Hourly Billing Rates and Charges

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

OWNER:

ENGINEER:

CITY OF GRAND ISLAND,
NEBRASKA

BLACK & VEATCH CORPORATION

By: _____

By: _____

Title: Jeremy Jensen, Mayor

Title: Derek L. Cambridge
Associate Vice President

Date: _____

Date: _____

Attest: _____

Date: _____

RaNae Edwards, City Clerk

The Amendment is in due form according to law and is hereby approved.

Date: _____

Stacy R. Nonhof, Assistant City Attorney

RESOLUTION 2015-178

WHEREAS, the City Of Grand Island invited proposals for Asset Management Implementation Assistance for the Wastewater Division of the Public Works Department, according to the Request For Qualifications (RFQ) on file with the Wastewater Division of the Public Works Department; and

WHEREAS, on March 24, 2015 one (1) proposal was received, reviewed, and evaluated in accordance with established criteria in the RFQ; and

WHEREAS, Black & Veatch Corporation of Kansas City, Missouri submitted a proposal in accordance with the terms of the Request for Qualifications and all statutory requirements contained therein; and

WHEREAS, such services shall be provided at a cost not to exceed \$367,700.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the proposal of Black & Veatch Corporation of Kansas City, Missouri 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, July 14, 2015.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
July 10, 2015	☐ City Attorney



City of Grand Island

Tuesday, July 14, 2015

Council Session

Item G-15

**#2015-179 - Approving Certificate of Final Completion for
Westgate Road Paving District No. 1261; North Road to Copper
Road**

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

Council Agenda Memo

From: Terry Brown PE, Assistant Public Works Director

Meeting: July 14, 2015

Subject: Approving Certificate of Final Completion for Westgate Road Paving District No. 1261; North Road to Copper Road

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

Background

Street Improvement District No. 1261 was created by the City Council on April 23, 2013. Legal notice of the creation of the District was published in the Grand Island Independent on April 29, 2013. A notification letter of the district creation was also mailed to all affected property owners.

The District consists of Westgate Road extending east from North Road to the existing hard surface portion of Westgate Road. This area was platted in November 1987. The project consisted of paving, as well as connecting the initial phase of the Moores Creek Drainway to this area and eliminating the ditch section. This project shall be assessed to adjacent property owners. All property owners in this proposed district signed the district creation petition form.

The City Council awarded the bid for construction of the Westgate Road Paving District No. 1261; North Road to Copper Road to The Diamond Engineering Company of Grand Island, Nebraska on March 11, 2014, in the amount of \$626,236.91. Work on the project commenced April 2014, with substantial completion December 2014 and final completion July 2015.

Discussion

The project was completed in accordance with the terms, conditions and stipulations of the contract, plans and specifications. Construction work was completed at a total cost of \$605,688.30, which is an underrun of \$20,548.61. Additional project costs are shown below.

ADDITIONAL DISTRICT COSTS

Olsson Associates	Engineering	\$	87,370.00
The Grand Island Independent	Advertising	\$	225.82
Cornerstone Bank	Project Bond Interest	\$	3,520.06
T & E Cattle Company	Easement Acquisition	\$	43,900.00
Hall County Register of Deeds	Filing Fees	\$	68.00

Total project costs equate to \$740,772.18, of which a portion will be assessable to property owners within this district.

- Section A- \$504,225.50
- Item No.'s 1, 2, 3, & 5 of Change Order No.1- \$8,775.00
- Additional District Costs - \$135,083.88

Total amount assessable is \$648,084.38, which will be presented to the Board of Equalization on August 11, 2015.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the Certificate of Final Completion for Westgate Road Paving District No. 1261; North Road to Copper Road and set the Board of Equalization date of August 11, 2015.

Sample Motion

Move to approve the Certificate of Final Completion for Westgate Road Paving District No. 1261; North Road to Copper Road and set the Board of Equalization date of August 11, 2015.

ENGINEER'S CERTIFICATE OF FINAL COMPLETION

Westgate Road Paving District No. 1261;
North Road to Copper Road
CITY OF GRAND ISLAND, NEBRASKA
July 14, 2015

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

This is to certify that Westgate Road Paving District No. 1261; North Road to Copper Road has been fully completed by The Diamond Engineering Company of Grand Island, Nebraska under the contract dated March 11, 2014. The work has been completed in accordance with the terms, conditions, and stipulations of said contract and complies with the contract, the plans and specifications. The work is hereby accepted for the City of Grand Island, Nebraska, by me as Public Works Director in accordance with the provisions of Section 16-650 R.R.S., 1943.

Westgate Road Paving District No. 1261; North Road to Copper Road

		Quantities			Total Amount
	Description	Placed	Unit	Price Bid	Completed
	<u>Bid Section A</u>				
1	8" Concrete Pavement	5,750.00	SY	\$33.75	\$ 194,062.50
2	6" Integral Curb	2,187.00	LF	\$1.75	\$ 3,827.25
3	Crushed Rock Surface Course	40.00	TN	\$61.25	\$ 2,450.00
4	Concrete Header	41.00	LF	\$17.10	\$ 701.10
5	Stop Sign	1.00	EA	\$181.60	\$ 181.60
6	15" RC Storm Sewer Pipe	179.00	LF	\$30.30	\$ 5,423.70
7	18" RC Storm Sewer Pipe	462.00	LF	\$31.50	\$ 14,553.00
8	24" RC Storm Sewer Pipe	876.00	LF	\$42.05	\$ 36,835.80
9	36" RC Storm Sewer Pipe	410.00	LF	\$73.50	\$ 30,135.00
10	Storm Sewer Manhole	3.00	EA	\$2,295.95	\$ 6,887.85
11	Curb Inlet	6.00	EA	\$1,948.95	\$ 11,693.70
12	Area Inlet	2.00	EA	\$2,855.00	\$ 5,710.00
13	18" RC Flared End Section	2.00	EA	\$540.00	\$ 1,080.00
14	36" RC Flared End Section	3.00	EA	\$1,207.00	\$ 3,621.00
15	Outfall Structure	1.00	EA	\$10,365.00	\$ 10,365.00
16	Type 1D Erosion Control	11,330.00	SY	\$1.60	\$ 18,128.00
17	Broken Concrete Riprap	46.20	TN	\$9.10	\$ 420.42
18	Water Main Wet Cut-in	2.00	EA	\$300.00	\$ 600.00
19	8" DI Water Main	56.00	LF	\$47.50	\$ 2,660.00

20	8" MJ 45 Deg. Bend	8.00	EA	\$421.50	\$	3,372.00
21	8" MJ Sleeve	2.00	EA	\$262.00	\$	524.00
22	8" Gate Valve w/ Box	1.00	EA	\$1,502.00	\$	1,502.00
23	Tapping Fire Hydrant Assembly	1.00	EA	\$7,676.00	\$	7,676.00
24	1" Testing Tap	2.00	EA	\$339.00	\$	678.00
25	Remove Testing Tap	2.00	EA	\$38.00	\$	76.00
26	Concrete Blocking for Fittings	10.00	CY	\$310.00	\$	3,100.00
27	6" Sanitary Sewer Service Pipe	0.00	LF	\$26.05	\$	-
28	6" Cap	0.00	EA	\$17.25	\$	-
29	Adjust Manhole to Grade	3.00	EA	\$380.00	\$	1,140.00
30	Remove Asphalt Pavement	374.00	SY	\$5.45	\$	2,038.30
31	Remove Storm Sewer Pipe	63.00	LF	\$8.55	\$	538.65
32	Tree Removal	1.00	LS	\$14,305.00	\$	14,305.00
33	Remove Fence	1,303.00	LF	\$1.68	\$	2,189.04
34	Traffic Control	1.00	LS	\$2,515.00	\$	2,515.00
35	General Clearing & Grubbing	1.00	LS	\$20,990.00	\$	20,990.00
36	Subgrade Preparation	5,729.00	SY	\$1.75	\$	10,025.75
37	Earthwork (Roadway)	1.00	LS	\$11,715.00	\$	11,715.00
38	Common Excavation (Ditch)	15,950.00	CY	\$3.50	\$	55,825.00
39	Silt Fence	695.00	LF	\$4.15	\$	2,884.25
40	Curb Inlet Sediment Filters	6.00	EA	\$165.00	\$	990.00
41	Seeding	6.33	AC	\$2,023.00	\$	12,279.61
						\$504,225.50
	<u>Bid Section B</u>					
1	8" High Early Concrete Pavement	99.00	SY	\$51.40	\$	5,088.60
2	42" RC Storm Sewer Pipe	272.00	LF	\$104.25	\$	28,356.00
3	42" RC Flared End Section	2.00	EA	\$1,430.00	\$	2,860.00
4	Concrete Collar	2.00	EA	\$2,105.00	\$	4,210.00
5	Type 1D Erosion Control	1,138.00	SY	\$1.60	\$	1,820.80
6	Water Main Wet Cut-in	0.00	EA	\$416.95	\$	-
7	20" DI Water Main	0.00	LF	\$171.80	\$	-
8	20" MJ 22.5 Deg. Bend	0.00	EA	\$2,245.00	\$	-
9	20" MJ Sleeve	0.00	EA	\$1,095.00	\$	-
10	1" Testing Tap	0.00	EA	\$345.00	\$	-
11	Concrete Blocking for Fittings	0.00	CY	\$321.45	\$	-
12	Remove Pavement	99.00	SY	\$7.80	\$	772.20
13	Traffic Control	1.00	LS	\$505.00	\$	505.00
14	General Clearing & Grubbing	1.00	LS	\$1,305.00	\$	1,305.00
15	Common Excavation (Ditch)	950.00	CY	\$6.80	\$	6,460.00

16	Silt Fence	0.00	LF	\$4.15	\$	-
17	Seeding	0.50	AC	\$1,915.00	\$	957.50
						\$52,335.10
	<u>Bid Section C</u>					
1	Concrete Flume	255.00	SY	\$61.30	\$	15,631.50
2	Type 1D Erosion Control	4,808.00	SY	\$1.60	\$	7,692.80
3	Tree Removal	1.00	LS	\$1,920.00	\$	1,920.00
4	General Clearing & Grubbing	1.00	LS	\$5,610.00	\$	5,610.00
5	Common Excavation (Ditch)	1,000.00	CY	\$5.15	\$	5,150.00
6	Silt Fence	58.00	LF	\$4.15	\$	240.70
7	Seeding	1.82	AC	\$1,985.00	\$	3,612.70
						\$39,857.70
	<u>Change Order No. 1</u>					
CO1-1	Ditch Erosion Resolution	1.00	LS	\$6,100.00	\$	6,100.00
CO1-2	Sanitary Sewer Service Relocation	1.00	LS	\$1,250.00	\$	1,250.00
CO1-3	Lowering of Flat Top Sanitary Sewer Manhole	1.00	LS	\$675.00	\$	675.00
CO1-4	Replacement of Deeter Ring and Cover	1.00	LS	\$495.00	\$	495.00
CO1-5	Ditch Grading along North Road	1.00	LS	\$750.00	\$	750.00
						\$ 9,270.00

THE DIAMOND ENGINEERING COMPANY =

\$ 605,688.30

ADDITIONAL DISTRICT COSTS

Olsson Associates	Engineering	\$	87,370.00
The Grand Island Independent	Advertising	\$	225.82
Cornerstone Bank	Project Bond Interest	\$	3,520.06
T & E Cattle Company	Easement Acquisition	\$	43,900.00
Hall County Register of Deeds	Filing Fees	\$	68.00

Subtotal Additional District Costs = \$ 135,083.88

Total Costs - \$740,772.18

I hereby recommend that the Engineer's Certificate of Final Completion for Westgate Road Paving District No. 1261; North Road to Copper Road be approved.

John Collins, PE - City Engineer/Public Works Director

Jeremy L. Jensen – Mayor

RESOLUTION 2015-179

WHEREAS, the City Engineer/Public Works Director for the City Of Grand Island has issued a Certificate of Completion for Westgate Road Paving District No. 1261; North Road to Copper Road, certifying that The Diamond Engineering Company of Grand Island, Nebraska, under contract, has completed the paving project; and

WHEREAS, the City Engineer/Public Works Director recommends the acceptance of the project; and

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

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

1. The Certificate of Final Completion for Westgate Road Paving District No. 1261; North Road to Copper Road, in the amount of \$605,688.30 is hereby confirmed.
2. The City Council will sit as a Board of Equalization on August 11, 2015 to determine benefits and set assessments for Westgate Road Paving District No. 1261; North Road to Copper Road

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, July 14, 2015.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
July 10, 2015	☐ City Attorney



City of Grand Island

Tuesday, July 14, 2015

Council Session

Item G-16

#2015-180 - Approving Contract Amendment for Community Development Block Grant 12-DTR-104

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

Staff Contact: Charley Falmlen

RESOLUTION 2015-180

WHEREAS, the City of Grand Island, Nebraska, is an eligible unit of a general local government authorized to receive Community Development Block Grants (CDBG) funds.

WHEREAS, the City of Grand Island received a CDBG Downtown Revitalization Grant 12-DTR-104 in the amount of \$350,000 for activities that meet the CDBG national objective of benefiting low-to-moderate income persons; and

WHEREAS, the City will apply for a contract amendment for CDBG 12-DTR-104 in order to redirect remaining project activities into the category of Public Facilities; and

WHEREAS, the Nebraska Department of Economic Development presently requires a public hearing to accept comments and inform the public on the status of the proposed project and grant application; and

WHEREAS, the public hearing on July 14, 2015, offers the public opportunity to make such comments to the 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 contract amendment with the Nebraska Department of Economic Development for the project changes for the 12-DTR-104 grant and the Mayor is hereby authorized and directed to execute such proceedings on behalf of the City of Grand Island for such grant programs.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, July 14, 2015.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☒ _____
July 10, 2015	☒ City Attorney



City of Grand Island

Tuesday, July 14, 2015

Council Session

Item G-17

#2015-181 - Approving Final Plat and Subdivision Agreement for Sandy Beach Third Subdivision

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning
Meeting: July 14, 2015
Subject: Sandy Beach Third Subdivision
Presenter(s): Chad Nabity, Regional Planning Director

Background

This property is located south of Stolley Park Road and west of Shady Bend Road in the 2 mile jurisdiction of the City of Grand Island, in Hall County, Nebraska consisting of (2 Lots) and 2.2773 acres. There are two existing lots in this subdivision and this plat moves the property lines between the lots. In 2004 the TA transitional agriculture zoning district changed and the minimum lot size was increased from 20,000 square feet to 20 acres with the exception of a 1 time split from an 80 acre tract or splitting an existing farmstead. This subdivision does not increase number of existing lots but does allow the owner to move the property line between those two lots.

Discussion

The plat for Sandy Beach Third Subdivision was considered by the Regional Planning Commission at the July 1, 2015 meeting

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

A roll call vote was taken and the motion passed with 10 members present and voting in favor (O'Neill, Ruge, Connick, Sears, Maurer, Huisman, Kjar, Robb Haskins and Bredthauer).

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

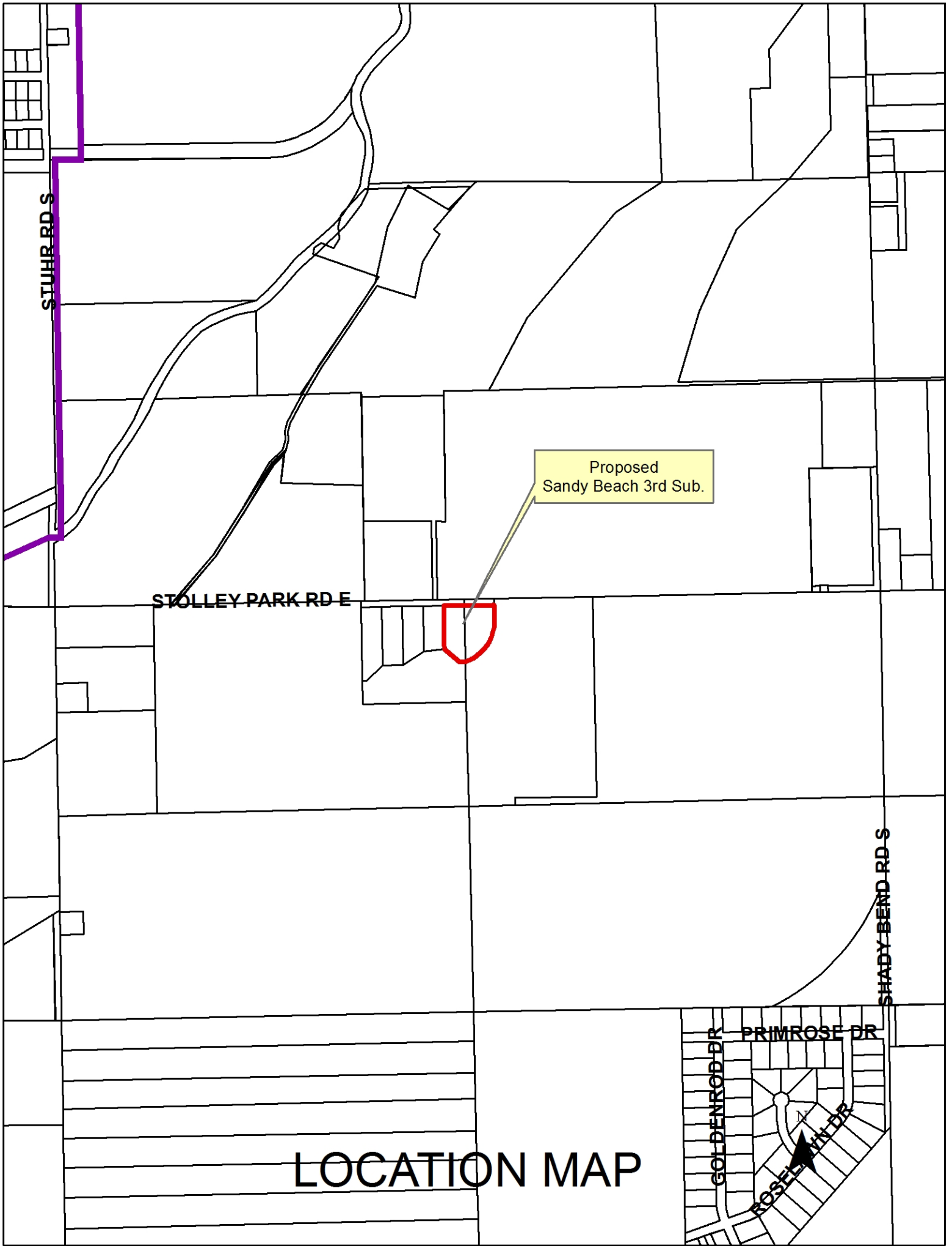
4. Take no action on the issue

Recommendation

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

Sample Motion

Move to approve as recommended.



John C. Hoffman
Developer/Owner

John C. Hoffman
2319 E Stolley Park Rd
Grand Island NE 68801

To create 2 lots located north of US Hwy 34 and east of Locust Street, in the City of Grand Island, in Hall County, Nebraska.

Size: 28.2659

Zoning: TA Transitional Agriculture

Road Access: Public

Water Public: Private

Sewer Public: Private

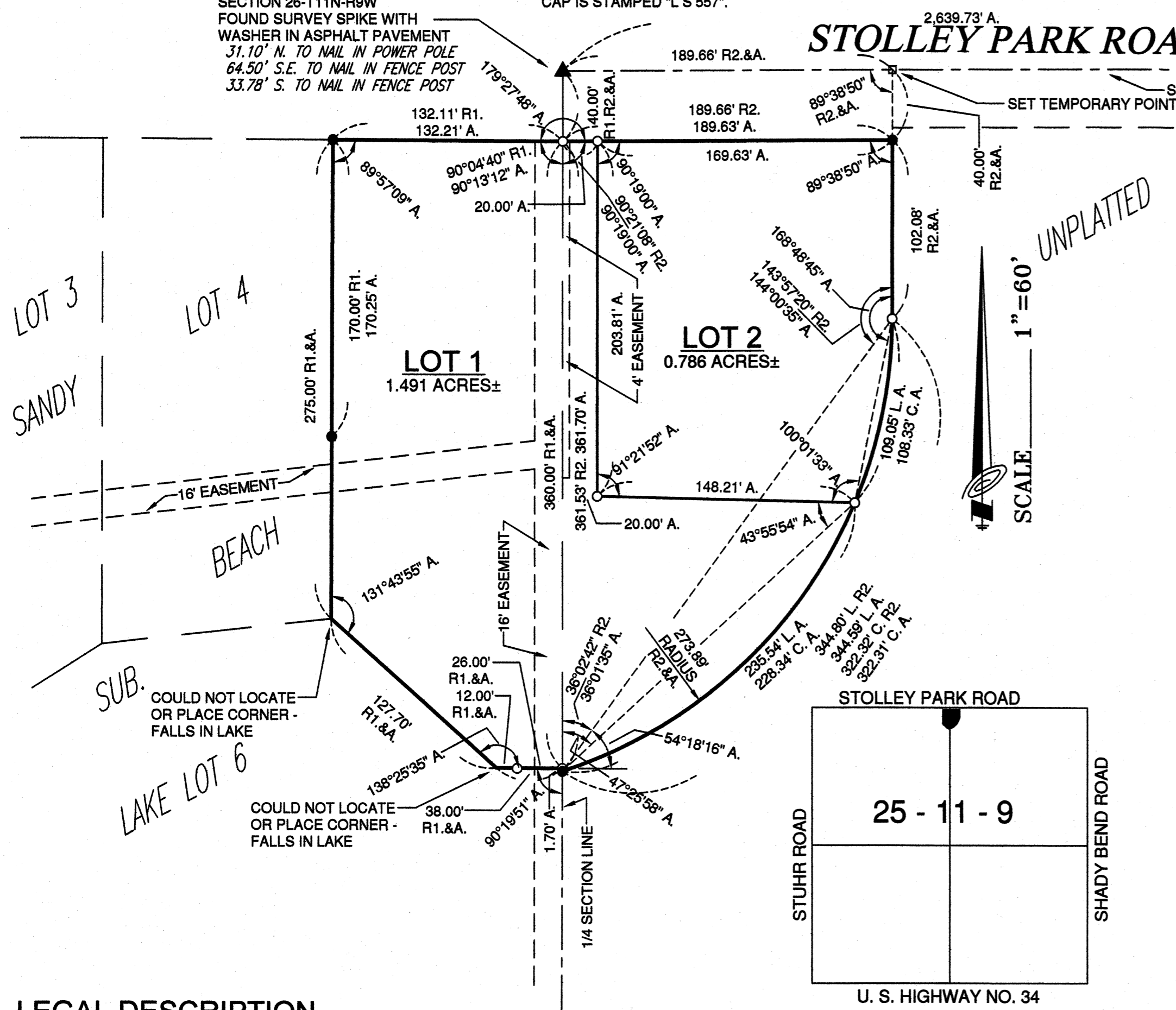


N.W. CORNER NE1/4 SECTION 26-T11N-R9W FOUND SURVEY SPIKE WITH WASHER IN ASPHALT PAVEMENT 31.10' N. TO NAIL IN POWER POLE 64.50' S.E. TO NAIL IN FENCE POST 33.78' S. TO NAIL IN FENCE POST

● - INDICATES 1/2" IRON PIPE FOUND
○ - INDICATES 1/2" IRON PIPE WITH PLASTIC CAP PLACED. CAP IS STAMPED "L S 557".

N.E. CORNER NE1/4 SECTION 26-T11N-R9W FOUND SURVEY SPIKE WITH WASHER IN ASPHALT PAVEMENT 46.60' N.W. TO NAIL IN POWER POLE 45.30' N.E. TO NAIL IN POWER POLE 57.42' S.W. TO NAIL IN POWER POLE

R1. = RECORDED DISTANCE AND/OR ANGLE ON PLAT OF SANDY BEACH SUBDIVISION
R2. = RECORDED DISTANCE AND/OR ANGLE ON PLAT OF SANDY BEACH SECOND SUBDIVISION
A. = ACTUAL DISTANCE AND/OR ANGLE



DEDICATION

KNOW ALL MEN BY THESE PRESENTS, that John C. Hoffman, a widower, being the owner of the land described hereon, have caused same to be subdivided, platted and designated as "SANDY BEACH THIRD SUBDIVISION", Hall County, Nebraska, as shown on the accompanying plat thereof, and do hereby dedicate the easements, if any, for the location construction and maintenance of public service utilities forever, together with the right of ingress and egress thereto, and hereby prohibiting the planting of trees, bushes and shrubs, or placing other obstructions upon, over, along or underneath the surface of such easements, and that the foregoing subdivision as more particularly described in the description hereon as appears on this plat, is made with the free consent and in accordance with the desires of the undersigned owner and proprietor.

IN WITNESS WHEREOF, I have affixed my signature hereto at _____, Nebraska, this _____ day of _____, 2015.

John C. Hoffman, a widower

ACKNOWLEDGEMENT

State of Nebraska ss
County of Hall
On the _____ day of _____, 2015, before me, _____ a Notary Public within and for said County, personally appeared John C. Hoffman, a widower, to me personally known to be the identical person whose signature is affixed hereto, and he did acknowledge the execution thereof to be his voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal at _____ Nebraska, on the date last above written.

My commission expires _____

Notary Public (SEAL)

APPROVALS

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

Chairman _____ Date _____

Approved and accepted by the City of Grand Island, Nebraska, this _____ day of _____, 2015.

Mayor _____ City Clerk _____

Approved and accepted by the Hall County Board of Supervisors, this _____ day of _____, 2015.

Chairman of the Board _____ County Clerk _____

Lee D. Wagner, Registered Land Surveyor No. 557

SANDY BEACH THIRD SUBDIVISION
HALL COUNTY, NEBRASKA
BENJAMIN & ASSOCIATES, INC. - ENGINEERS & SURVEYORS - GRAND ISLAND, NEBRASKA

RESOLUTION 2015-181

WHEREAS, John C. Hoffman, a widower, being the said owner of the land described hereon, have filed an application for approval of the final plat of Sandy Beach Third Subdivision, a tract of land comprising all of Lot Five (5), Sandy Beach Subdivision, Hall County, Nebraska, and all of Lot One (1), Sandy Beach Second Subdivision, Hall County West of the 6th P.M. in Hall County, Nebraska, 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 SANDY BEACH THIRD 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, July 14, 2015.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
July 10, 2015	☐ City Attorney



City of Grand Island

Tuesday, July 14, 2015

Council Session

Item G-18

#2015-182 - Approving Final Plat and Subdivision Agreement for Starlite Subdivision

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning
Meeting: July 14, 2015
Subject: Starlite Subdivision
Presenter(s): Chad Nabity, Regional Planning Director

Background

This property is located south of State Street and west of US Hwy 281 in the City of Grand Island, in Hall County, Nebraska consisting of (2 Lots) and 19.75 acres.

Discussion

The plat for Starlite Subdivision was considered by the Regional Planning Commission at the July 1, 2015 meeting.

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

A roll call vote was taken and the motion passed with 10 members present and voting in favor (O'Neill, Ruge, Connick, Sears, Maurer, Huisman, Kjar, Robb Haskins and Bredthauer).

Alternatives

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

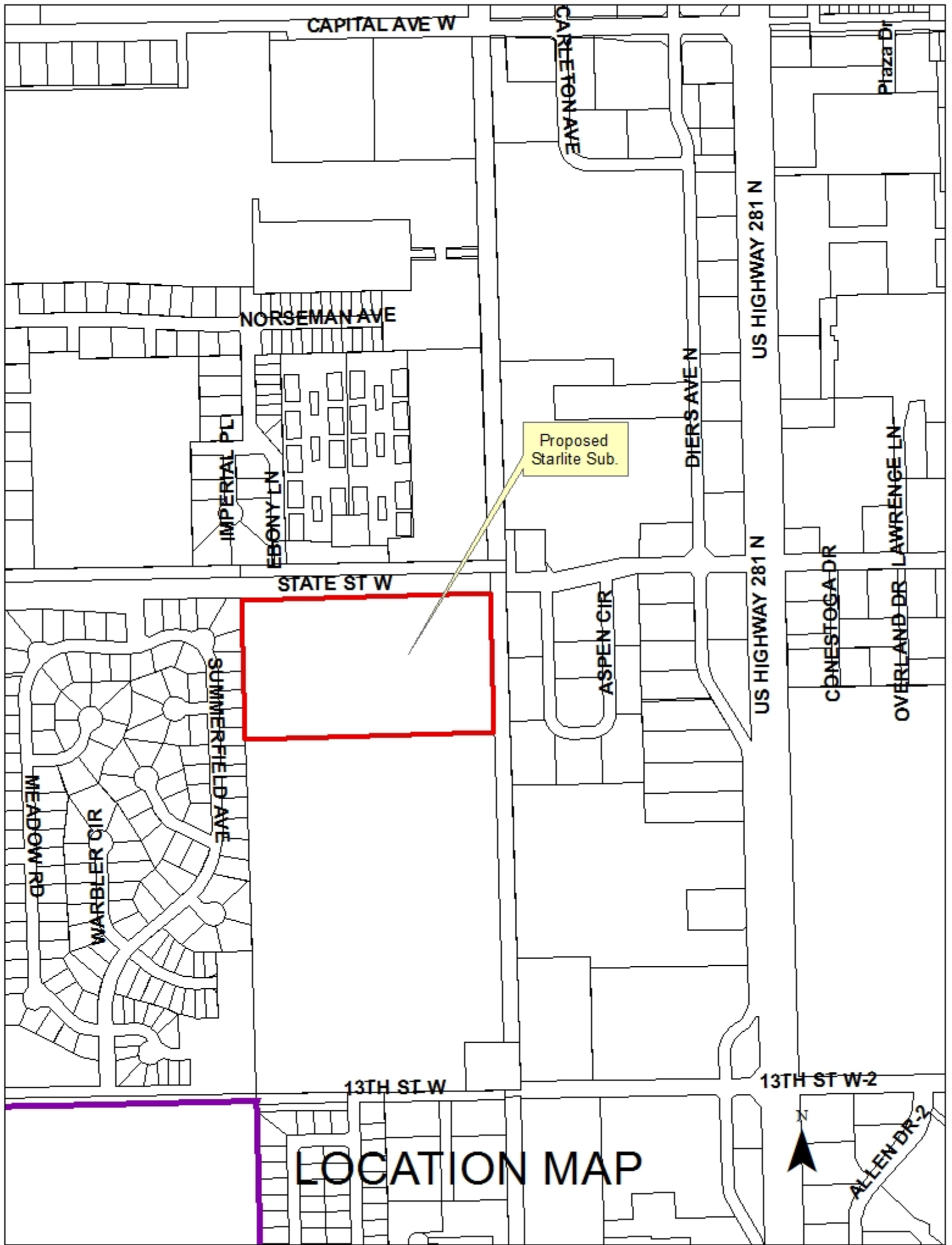
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

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

Sample Motion

Move to approve as recommended.



Blender, LLC
Developer/Owner

Rick Johnson
PO Box 1664
Grand Island NE 68802

To create 2 lots located south of State Street and west of US Hwy 281, in the City of Grand Island, in Hall County, Nebraska.

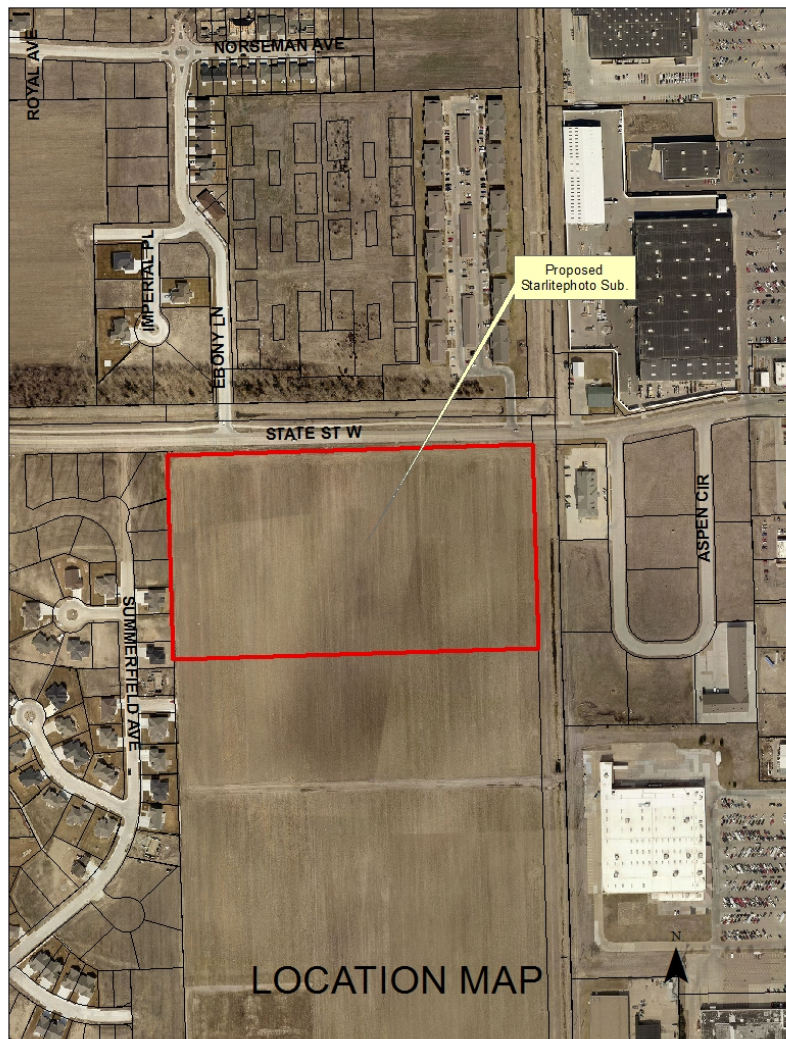
Size: 19.75 Acres

Zoning: R4 High Density Residential Zone.

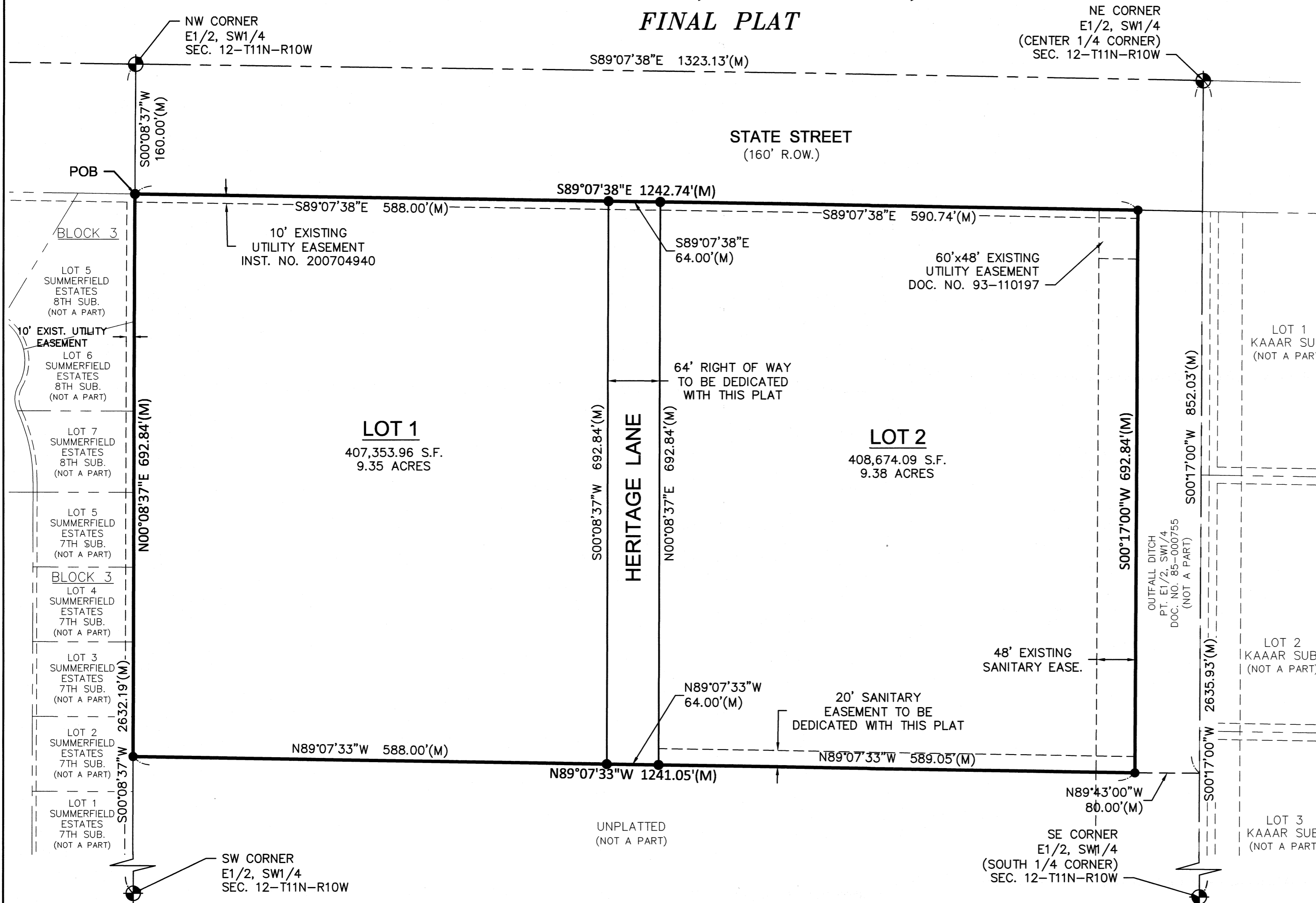
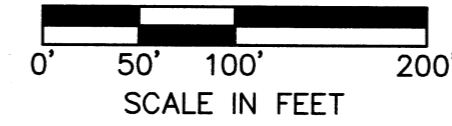
Road Access: City roads are available.

Water Public: City water is available.

Sewer Public: City sewer is available.



StarLife
HERITAGE SUBDIVISION
 CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA
FINAL PLAT



LEGAL DESCRIPTION

A TRACT OF LAND LOCATED IN PART OF THE EAST HALF OF THE SOUTHWEST QUARTER (E 1/2, SW 1/4) OF SECTION TWELVE (12), TOWNSHIP ELEVEN (11) NORTH, RANGE TEN (10) WEST OF THE 6TH P.M., HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE E 1/2, SW 1/4; THENCE ON AN ASSUMED BEARING OF S00°08'37"W, ALONG THE WEST LINE OF SAID E 1/2, SW1/4, A DISTANCE OF 160.00 FEET TO A POINT OF INTERSECTION OF SAID WEST LINE AND THE SOUTH RIGHT-OF-WAY LINE ON STATE STREET, POINT ALSO BEING THE NORTHEAST CORNER OF SUMMERFIELD ESTATES 8TH SUBDIVISION AND THE POINT OF BEGINNING; THENCE S89°07'38"E, ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 1242.74 FEET TO A POINT OF INTERSECTION OF SAID SOUTH RIGHT-OF-WAY LINE AND THE WEST LINE OF OUTFALL DITCH DOC. NO. 85-000755 FILED FEB. 13, 1985; THENCE S00°17'00"W, ALONG SAID WEST LINE OF OUTFALL DITCH, A DISTANCE OF 692.84 FEET; THENCE N89°07'33"W A DISTANCE OF 1241.05 FEET TO A POINT ON SAID WEST LINE OF THE E 1/2, SW1/4, POINT ALSO BEING ON THE EAST LINE OF SAID SUMMERFIELD ESTATES 8TH SUBDIVISION; THENCE N00°08'37"E, ALONG SAID WEST LINE, A DISTANCE OF 692.84 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS A CALCULATED AREA OF 860,366.46 SQUARE FEET OR 19.75 ACRES MORE OR LESS OF WHICH 1.02 ACRES IS NEW DEDICATED ROAD ROW.

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT ON _____, 2015, I COMPLETED AN ACCURATE SURVEY, UNDER MY PERSONAL SUPERVISION, OF A TRACT OF LAND LOCATED IN PART OF THE EAST HALF OF THE SOUTHWEST QUARTER (E 1/2, SW 1/4) OF SECTION TWELVE (12), TOWNSHIP ELEVEN (11) NORTH, RANGE TEN (10) WEST OF THE 6TH P.M., HALL COUNTY, NEBRASKA, AS SHOWN ON THE ACCOMPANYING PLAT THEREOF; THAT IRON MARKERS, EXCEPT WHERE INDICATED, WERE FOUND AT ALL CORNERS; THAT THE DIMENSIONS ARE AS SHOWN ON THE PLAT; AND THAT SAID SURVEY WAS MADE WITH REFERENCE TO KNOWN AND RECORDED MONUMENTS.

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

DEDICATION OF PLAT

KNOW ALL MEN BY THESE PRESENTS, THAT ZELLA LLC, A NEBRASKA CORPORATION BEING THE OWNERS OF THE LAND DESCRIBED HEREON, HAVE CAUSED SAME TO BE SURVEYED, SUBDIVIDED, PLATTED AND DESIGNATED AS "HERITAGE SUBDIVISION" IN PART OF THE EAST HALF OF THE SOUTHWEST QUARTER (E 1/2, SW 1/4) OF SECTION TWELVE (12), TOWNSHIP ELEVEN (11) NORTH, RANGE TEN (10) WEST OF THE 6TH P.M., HALL COUNTY, AS SHOWN ON THE ACCOMPANYING PLAT THEREOF AND DO HEREBY DEDICATE THE EASEMENTS, AS SHOWN THEREON TO THE PUBLIC FOR THEIR USE FOREVER FOR THE LOCATION, CONSTRUCTION AND MAINTENANCE FOR PUBLIC SERVICE UTILITIES, TOGETHER WITH THE RIGHTS OF INGRESS AND EGRESS THERETO, AND HEREBY PROHIBITING THE PLANTING OF TREES, BUSHES AND SHRUBS, OR PLACING OTHER OBSTRUCTIONS UPON, OVER, ALONG OR UNDERNEATH THE SURFACE OF SUCH EASEMENTS; AND THAT THE FOREGOING SUBDIVISION IS MORE PARTICULARLY DESCRIBED IN THE DESCRIPTION HEREON AS APPEARS ON THIS PLAT IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS AND PROPRIETORS.

IN WITNESS WHEREOF, I HAVE AFFIXED MY SIGNATURE HERETO, AT _____, NEBRASKA, THIS ____ DAY OF _____, 2015.

FARHAN KHAN - CEO

ACKNOWLEDGMENT

STATE OF NEBRASKA
 COUNTY OF _____ SS
 ON THIS ____ DAY OF _____, 2015, BEFORE ME _____, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY, PERSONALLY APPEARED FARHAN KHAN, CEO, ZELLA LLC, TO ME PERSONALLY KNOWN TO BE THE IDENTICAL PERSON(S) WHOSE SIGNATURE IS AFFIXED HERETO AND ACKNOWLEDGED THE EXECUTION THEREOF TO BE HIS VOLUNTARY ACT AND DEED. IN WITNESS WHEREOF, I HAVE HEREUNTO SUBSCRIBED MY NAME AND AFFIXED MY OFFICIAL SEAL AT _____, NEBRASKA, ON THE DATE LAST ABOVE WRITTEN.

MY COMMISSION EXPIRES _____

NOTARY PUBLIC

APPROVAL

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

CHAIRMAN _____ DATE _____

APPROVED AND ACCEPTED BY THE CITY OF GRAND ISLAND, NEBRASKA

THIS ____ DAY OF _____, 2015.

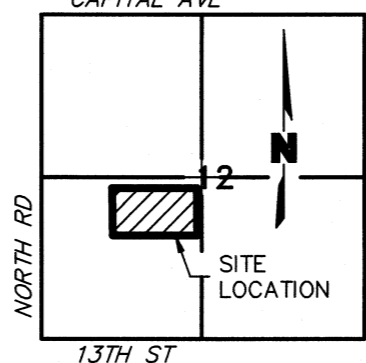
MAYOR _____

CITY CLERK _____

OWNERS: ZELLA LLC
 SUBDIVIDER: ZELLA LLC
 SURVEYOR: OLSSON ASSOCIATES
 ENGINEER: OLSSON ASSOCIATES
 NUMBER OF LOTS: 2

LOCATION MAP

SEC. 12, T11N, R10W
 NOT TO SCALE
 CAPITAL AVE



DWG: F:\projects\015-1159\40-Design\Survey\SRV\Sheets\SRV_LP_015-1159.dwg
 DATE: Jun 11, 2015 4:28pm
 USER: jramirez
 XREFS: SRV_XTOPO_015-1159 0122807_ROW

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. 2015-1159
SLAGGIE HERITAGE ASSISTED LIVING SURVEY
FB GI 2015 1

RESOLUTION 2015-182

WHEREAS, Blender, LLC, A Nebraska Corporation, being the owner of the land described in the legal description hereon, have filed an application for approval of the final plat of Starlite Subdivision, a tract of land located in part of the East Half of the Southwest Quarter (e1/2, SW1/4) of Section Twelve (12), Township Eleven (11) North, Range Ten (10) West of the 6TH P.M., Hall County, Nebraska, 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 STARLITE 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, July 14, 2015.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☒ _____
July 10, 2015	☒ City Attorney



City of Grand Island

Tuesday, July 14, 2015

Council Session

Item G-19

#2015-183 - Approving Final Plat and Subdivision Agreement for Vanosdall Second Subdivision

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning
Meeting: July 14, 2015
Subject: Vanosdall Second Subdivision
Presenter(s): Chad Nabity, Regional Planning Director

Background

This property is located east of Locust Street and north of US Highway 34 in the City of Grand Island, in Hall County, Nebraska. Consisting of (3 Lots) and 28.2659 acres.

Discussion

The plat for Vanosdall Second Subdivision was considered by the Regional Planning Commission at the July 1, 2015 meeting

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

A roll call vote was taken and the motion passed with 10 members present and voting in favor (O'Neill, Ruge, Connick, Sears, Maurer, Huisman, Kjar, Robb Haskins and Bredthauer).

Alternatives

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

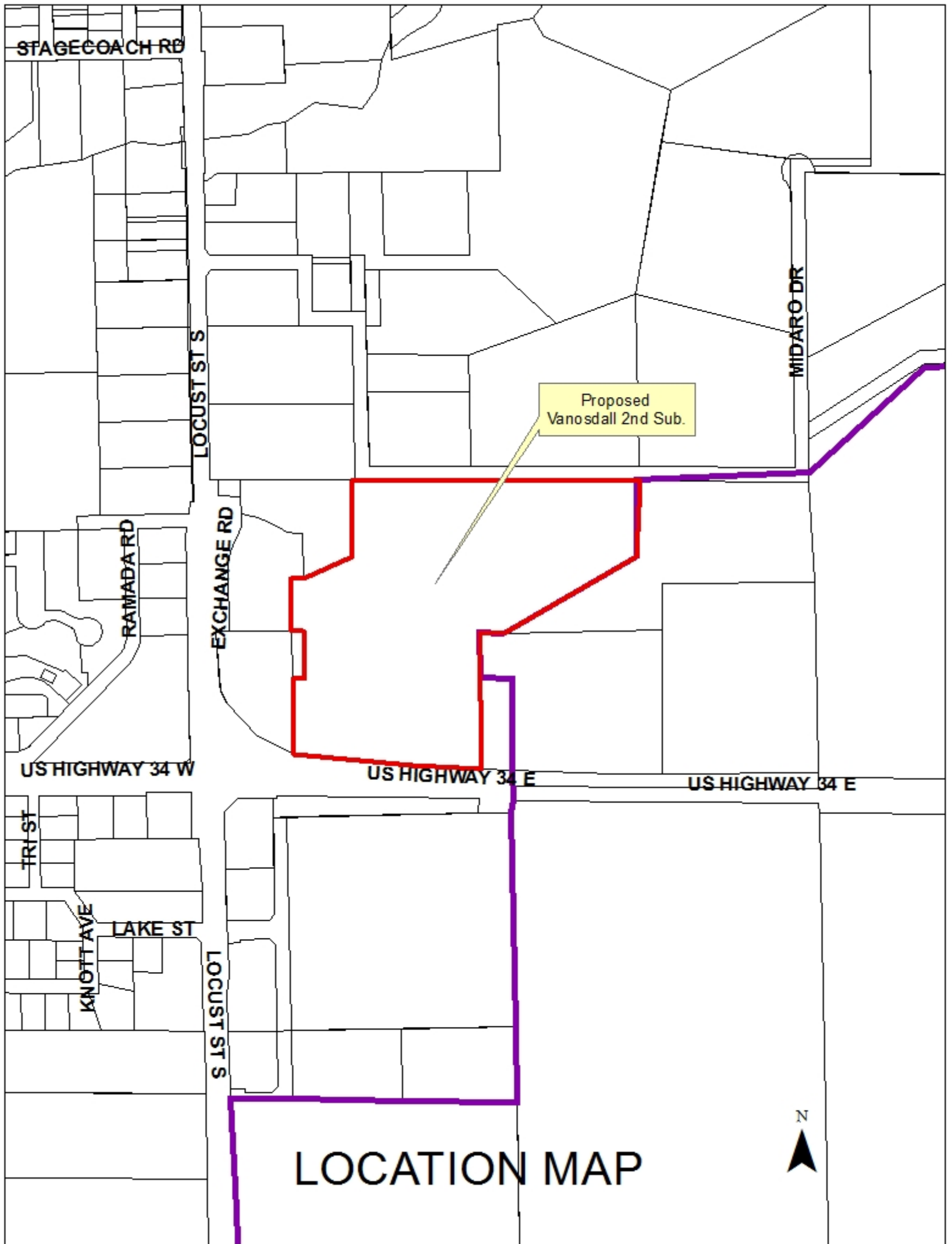
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

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

Sample Motion

Move to approve as recommended.



**Wayne Vanosdall Sanitation Service, Inc.
Developer/Owner**

Wayne Vanosdall, President
PO Box 1284
Grand Island NE 68802

To create 3 lots located north of US Hwy 34 and east of Locust Street, in the City of Grand Island, in Hall County, Nebraska.

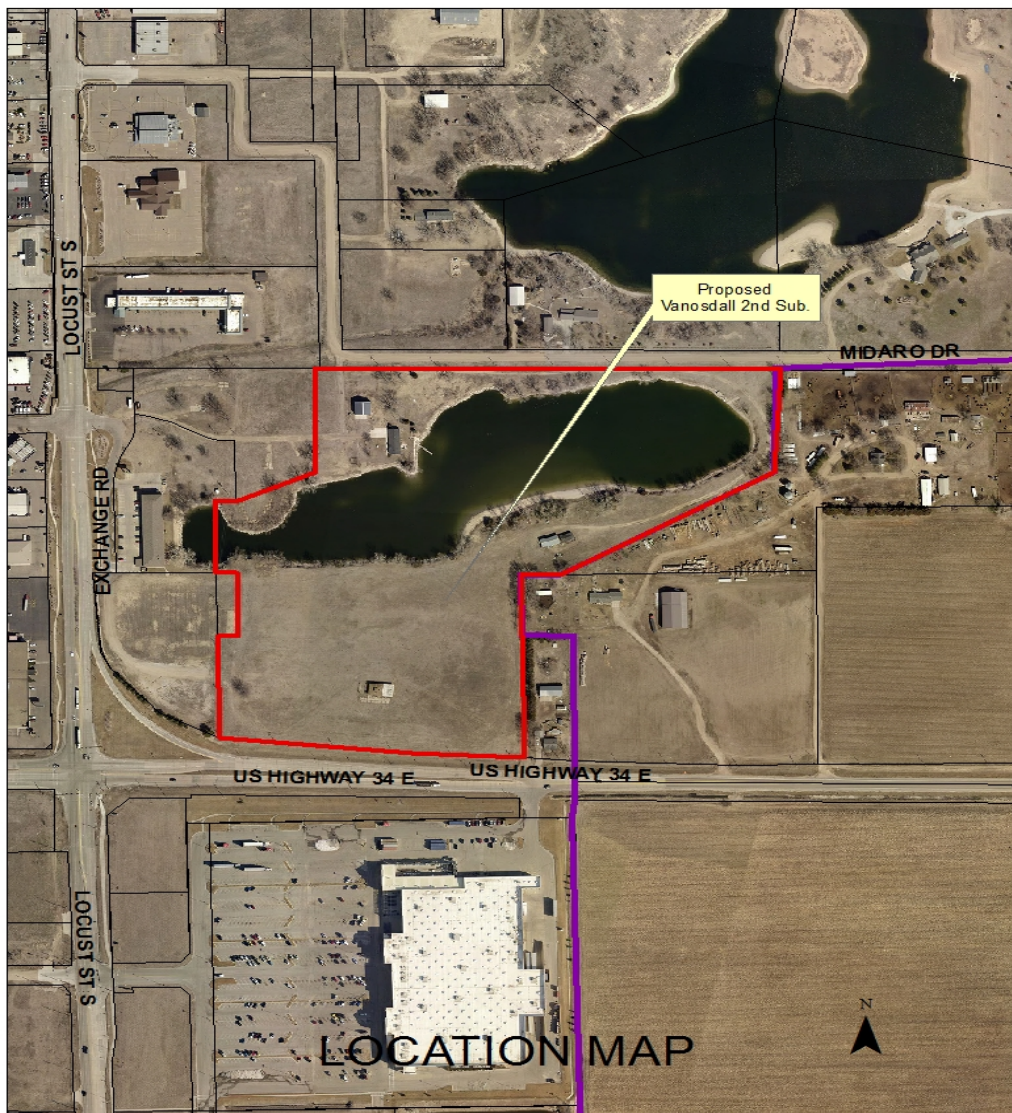
Size: 28.2659

Zoning: LLR, B2 and TA

Road Access: Public Streets

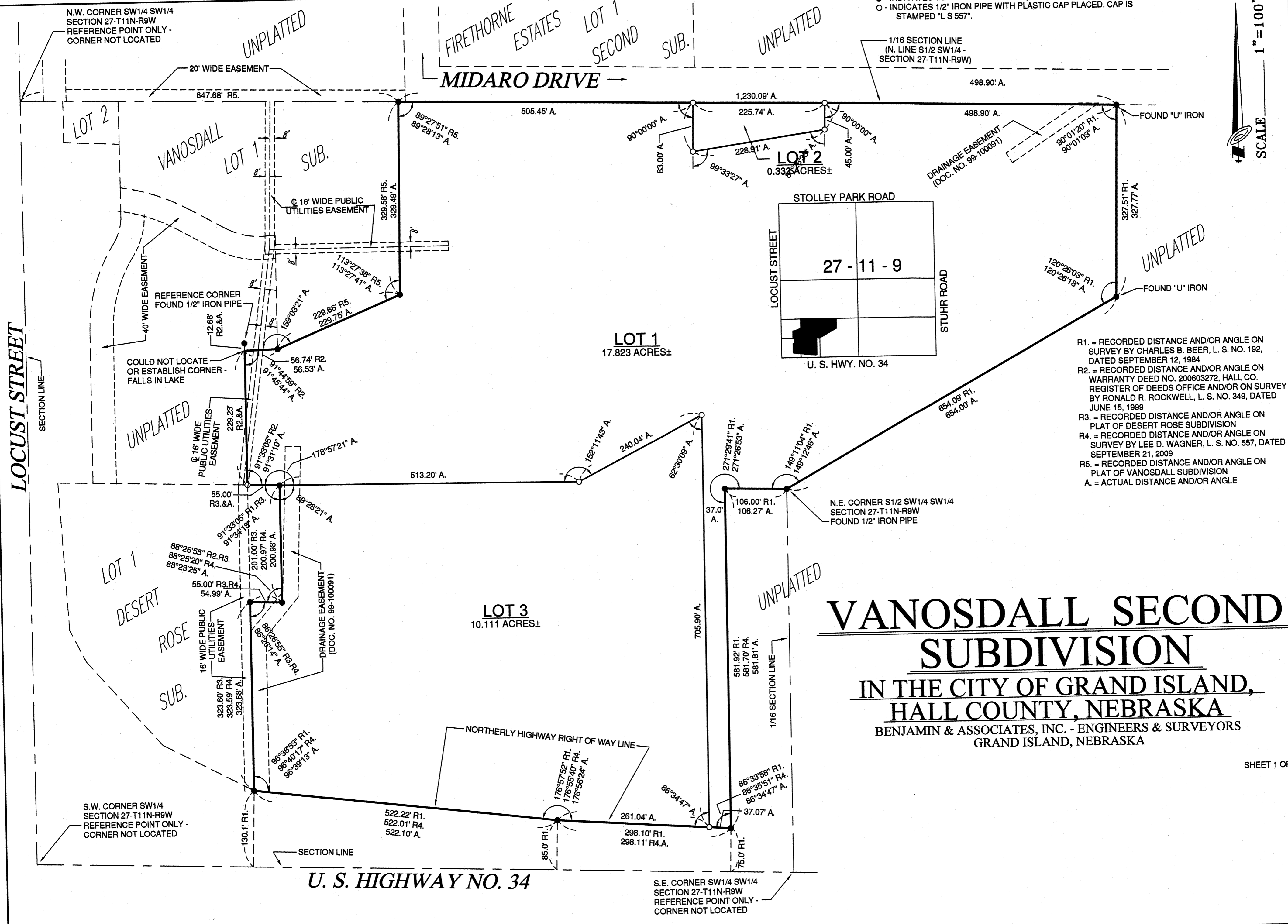
Water Public: Partially Available

Sewer Public: Availalbe



● - INDICATES 1/2" IRON PIPE FOUND (UNLESS NOTED OTHERWISE)
 ○ - INDICATES 1/2" IRON PIPE WITH PLASTIC CAP PLACED. CAP IS STAMPED "L S 557".

SCALE 1" = 100'



R1. = RECORDED DISTANCE AND/OR ANGLE ON SURVEY BY CHARLES B. BEER, L. S. NO. 192, DATED SEPTEMBER 12, 1984
 R2. = RECORDED DISTANCE AND/OR ANGLE ON WARRANTY DEED NO. 200603272, HALL CO. REGISTER OF DEEDS OFFICE AND/OR ON SURVEY BY RONALD R. ROCKWELL, L. S. NO. 349, DATED JUNE 15, 1999
 R3. = RECORDED DISTANCE AND/OR ANGLE ON PLAT OF DESERT ROSE SUBDIVISION
 R4. = RECORDED DISTANCE AND/OR ANGLE ON SURVEY BY LEE D. WAGNER, L. S. NO. 557, DATED SEPTEMBER 21, 2009
 R5. = RECORDED DISTANCE AND/OR ANGLE ON PLAT OF VANOSDALL SUBDIVISION
 A. = ACTUAL DISTANCE AND/OR ANGLE

VANOSDALL SECOND SUBDIVISION
 IN THE CITY OF GRAND ISLAND,
 HALL COUNTY, NEBRASKA
 BENJAMIN & ASSOCIATES, INC. - ENGINEERS & SURVEYORS
 GRAND ISLAND, NEBRASKA

SHEET 1 OF 2

RESOLUTION 2015-183

WHEREAS, Wayne Vanosdall Sanitation Service, Inc., a Nebraska Corporation, being the said owner of the land described hereon, has filed an application for approval of the final plat of Vanosdall Second Subdivision, a tract of land comprising a part of the South Half of the Southwest Quarter (S1/2 SW1/4) of Section Twenty Seven (27), Township Eleven (11) North, Range Nine (9) West of the 6th P.M. in Hall County, Nebraska, 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 VANOSDALL SECOND 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, July 14, 2015.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
July 10, 2015	☐ City Attorney



City of Grand Island

Tuesday, July 14, 2015

Council Session

Item H-1

Consideration of Approving Request from Blender, LLC – Rick Johnson on behalf of Zella, LLC – Farhan Khan for a Conditional Use Permit for a Senior Living Facility located South of the Intersection of State Street and Ebony Lane

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

Staff Contact: Craig Lewis



City of Grand Island

Tuesday, July 14, 2015

Council Session

Item I-1

**#2015-184 - Consideration of Request from GNS Corporation dba
Git 'N Split, 3320 Langenheder Street for Class "D" Liquor
License and Liquor Manager Designation for Jess Vetrovsky, 200
So. Lasall Street, Beatrice, NE**

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

Staff Contact: RaNae Edwards

RESOLUTION 2015-184

WHEREAS, an application was filed by GNS Corporation doing business as Gi
‘N Split, 3320 Langenheder for a Class "D" Liquor License; and

WHEREAS, a public hearing notice was published in the *Grand Island
Independent* as required by state law on July 4, 2015; such publication cost being \$15.78; and

WHEREAS, a public hearing was held on June 23, 2015 for the purpose of
discussing such liquor license application.

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

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

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

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

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

_____ The City of Grand Island hereby recommends approval of Jess Vetrovsky,
200 South Lasall Street, Beatrice, NE as liquor manager of such business.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, July 14, 2015.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form ✕ _____
July 10, 2015 ✕ City Attorney



City of Grand Island

Tuesday, July 14, 2015

Council Session

Item I-2

#2015-185 - Consideration of Request from YZ GYZ, LLC dba The Filling Station, 217 E. Stolley Park Road, Suite N for Class “C” Liquor License and Liquor Manager Designation for Shauna Forbes, 1314 Marshall Street, Wood River, NE

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

Staff Contact: RaNae Edwards

RESOLUTION 2015-185

WHEREAS, an application was filed by YZ GYZ, LLC doing business as The Filling Station, 217 East Stolley Park Road, Suite N for a Class "C" Liquor License; and

WHEREAS, a public hearing notice was published in the *Grand Island Independent* as required by state law on July 4, 2015; such publication cost being \$16.77; and

WHEREAS, a public hearing was held on July 14, 2015 for the purpose of discussing such liquor license application.

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

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

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

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

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

_____ The City of Grand Island hereby recommends approval of Shauna Forbes, 1314 Marshall Street, Wood River, NE as liquor manager of such business contingent upon completing a state approved alcohol server/seller program.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, July 14, 2015.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☒ _____
July 10, 2015	☒ City Attorney



City of Grand Island

Tuesday, July 14, 2015

Council Session

Item I-3

#2015-186 - Consideration of Approving the 2015-2016 Fee Schedule

Staff Contact: William Clingman, Interim Finance Director

Council Agenda Memo

From: William Clingman, Interim Finance Director
Meeting: July 14, 2015
Subject: Consideration of Approving 2015-2016 Fee Schedule
Presenter(s): City Department Directors

Background

The 2015-2016 Fee Schedule is submitted to Council every year at budget time for consideration of fee changes.

Discussion

The proposed 2015-2016 Fee Schedule includes changes for the following departments:

- Administration-Increase Blight Study Adoption fee
- Emergency Management-Elimination of 2 fees and addition of a new fee
- Parks Department- fee changes for Cemetery, Heartland Public Shoot Park and Aquatics
- Public Works – Elimination of 8 fees in the Streets Division
- Wastewater Treatment Plant-increase of various fees

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 adopt the 2015-2016 Fee Schedule.

Fee Schedule for 2016			
	2014	2015	2016
Administration			
Board of Adjustment Prior to Construction	200.00	200.00	200.00
Board of Adjustment After Construction/No Building Permit	350.00	350.00	350.00
Board of Adjustment After Construction/Not Conform	500.00	500.00	500.00
Conditional Use Permit	1000.00	1000.00	1000.00
Election Filing Fees - City Council	1% of salary	1% of salary	1% of salary
Election Filing Fees - Mayor	1% of salary	1% of salary	1% of salary
Haulers Permit (annual) Garbage	225.00	225.00	225.00
Haulers Permit (annual) Refuse	75.00	75.00	75.00
Pawnbroker License (annual)	100.00	100.00	100.00
Pawnbroker Occupational Tax (annual)	100.00	100.00	100.00
Blight Study Adoption	600.00	600.00	1100.00
Redevelopment Plan Adoption	600.00	600.00	1100.00
Redevelopment Plan Amendment	600.00	600.00	1100.00
Register of Deeds Filing fee	10.00 first page 6.00 each add'l page	10.00 first page 6.00 each add'l page	10.00 first page 6.00 each add'l page
Liquor Licenses - Occupational Tax (annual)			
Class A Retail beer, on sale	200.00	200.00	200.00
Class B Retail beer, off sale	200.00	200.00	200.00
Class C Retail liquor, on/off sale	600.00	600.00	600.00
Class D Retail liquor/beer, off sale	400.00	400.00	400.00
Class I Retail liquor, on sale	500.00	500.00	500.00
Class L Brew Pub	500.00	500.00	500.00
Class Z Micro Distiller LB-549	500.00	500.00	500.00
Liquor License - School Fees (annual)			
Class A Retail beer, on sale	100.00	100.00	100.00
Class B Retail beer, off sale	100.00	100.00	100.00
Class C Retail liquor, on/off sale	300.00	300.00	300.00
Class D Retail Liquor, Off sale	200.00	200.00	200.00
Class I Retail Liquor, on sale	250.00	250.00	250.00
Advertising Fee	10.00	10.00	10.00
Special Designated Liquor License	80.00	80.00	80.00
Natural Gas Company Rate Filing Fee	500.00	500.00	500.00
Certified copy		1.50	1.50
ANIMAL CONTROL SERVICES			
Pet License Fee - Un-neutered/un-spayed	41.00	41.00	41.00
Pet License Fee - Neutered/Spayed	16.00	16.00	16.00
**\$5.00 per license retained by registered veterinarian making sale			
Pet License Replacement Fee	5.00	5.00	5.00
License Fees-late fee of \$10.00 after Feb 1	10.00	10.00	10.00
Impoundment Fee - 1st Offense*	25.00	25.00	25.00
Impoundment Fee - 2nd Offense*	50.00	50.00	50.00
Impoundment Fee - 3rd Offense*	75.00	75.00	75.00
Impoundment Fee - 4th Offense*	100.00	100.00	100.00
*Impoundment includes a per day boarding fee			
Boarding Fee - Impoundment	15.00+tax/day	15.00+tax/day	15.00+tax/day
Boarding Fee - Rabies observation	17.00+tax/day	17.00+tax/day	17.00+tax/day
Rabies Testing - There is no charge when Animal Control is dealing with a bite case or wildlife that is required to be tested. If the public is requesting an animal to be tested that is on the required testing list and AC/Cnhs is not involved with the incident there is a charge.	45.00	45.00	45.00
Rabies observation transportation fee	25.00	25.00	25.00
Legal Proceeding holding fee	20.00+tax per day	20.00+tax per day	20.00+tax per day
Deemed "Potentially Dangerous" fee	100.00	100.00	100.00
Micro chip	25.00 per animal	25.00 per animal	25.00 per animal

Fee Schedule for 2016			
	2014	2015	2016
Live trap rental \$50.00 deposit per trap. When trap is returned in working order, there is a refund of \$40.00	50.00 deposit 40.00 refund when returned	50.00 deposit 40.00 refund when returned	50.00 deposit 40.00 refund when returned
Adoptions: Neutered/spayed			
Adoption fees can be lower depending on length of stay, age and color of pet. This is for both cats and dogs. Average fee is \$100.00			
Dogs	100.00 + tax	100.00 + tax	100.00 + tax
Cats & Kittens	100.00 + tax	100.00 + tax	100.00 + tax
Pickup and disposal of dead animals at owner's request	25.00	25.00	25.00
Removal of wildlife from the home, garage or yard at home owner's request			
During business hours	N/C	N/C	N/C
(No charge for removing skunks or bats)			
BUILDING DEPARTMENT			
Building Permit Fee, Electrical Permit Fee, Gas Permit Fee, Plumbing Permit Fee, Sign Permit Fee: Based on Valuation			
Estimated Valuations:			
1.00 - 1,600.00	35.00	35.00	35.00
1,601.00 - 1,700.00	37.00	37.00	37.00
1,701.00 - 1,800.00	39.00	39.00	39.00
1,801.00 - 1,900.00	41.00	41.00	41.00
1,901.00 - 2,000.00	43.00	43.00	43.00
2,001 - 25,000 For each additional 1,000 or fraction, to and including 25,000	43.00 plus 7.25	43.00 plus 7.25	43.00 plus 7.25
25,001 - 50,000 For each additional 1,000 or fraction, to and including 50,000	209.75 plus 5.00	209.75 plus 5.00	209.75 plus 5.00
50,001 - 100,000 For each additional 1,000 or fraction, to and including 100,000	334.75 plus 3.75	334.75 plus 3.75	334.75 plus 3.75
100,001 and up For each additional 1,000 or fraction	522.25 plus 3.25	522.25 plus 3.25	522.25 plus 3.25
Plan Review Fee, Commercial (percentage of building permit fee)	50%	50%	50%
Plan Review Fee, Residential (percentage of building permit fee)	10%	10%	10%
Inspections outside of normal business hours*	75.00	75.00	75.00
Reinspection Fee*	50.00	50.00	50.00
Inspection for which no fee is specifically indicated*	50.00	50.00	50.00
Additional plan review required by changes, additions or revisions to approve plans (minimum charge, one hour)*	100.00	100.00	100.00
*Or the hourly cost to the jurisdiction, whichever is greater. The cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of all the employees involved			
Contractor Registration - New and Renewal for Electrical, Mechanical, Plumbing, Sign, Soft Water, Mover and Wrecker	100.00	100.00	100.00
New Contractor Set up fee	100.00	100.00	100.00
Registration card - Electrical, Mechanical, Plumbing: Master or Journeyman	20.00	20.00	20.00
License: Mechanical, Plumbing, Soft Water - Master	50.00	50.00	50.00
License: Mechanical, Plumbing, Soft Water - Journeyman	25.00	25.00	25.00
License: Mechanical, Plumbing, Soft Water - Apprentice	0.00	0.00	0.00
Board of Appeals application: Building, Electrical, Mechanical, Plumbing	50.00	50.00	50.00
Board of Appeals - Review of Decision/Test Fees: Building, Electrical, Mechanical, Plumbing	50.00	50.00	50.00
Investigation Fee	50.00 or cost of permit	50.00 or cost of permit	50.00 or cost of permit

Fee Schedule for 2016			
	2014	2015	2016
Mobile Home Park Registration (annual)			
Park with Facilities for 2 - 3 Mobile Homes	100.00	100.00	100.00
Park with Facilities for 4 - 15 Mobile Homes	125.00	125.00	125.00
Park with Facilities for 16 - 25 Mobile Homes	150.00	150.00	150.00
Park with Facilities for 26 - 50 Mobile Homes	175.00	175.00	175.00
Park with Facilities for 51 - 100 Mobile Homes	225.00	225.00	225.00
Park with Facilities for over 100 Mobile Homes	250.00	250.00	250.00
Mobile Sign Permit Fee for Special Event	N/C	N/C	N/C
Mobile Sign Permit Fee for 45 days	N/C	N/C	N/C
Temporary Buildings	N/C	N/C	N/C
Water Well Registration (Groundwater Control Area Only)	N/C	N/C	N/C
License Agreement	SEE PUBLIC	SEE PUBLIC	SEE PUBLIC
Denial of application for license agreement	WORKS	WORKS	WORKS
EMERGENCY MANAGEMENT			
Alarm Registration Fee (yearly)	110.00	110.00	110.00
Digital Alarm Monitoring Fee (yearly-registration fee included)	250.00	250.00	275.00
Supervised Alarm Monitoring Fee (yearly-registration fee included)	400.00	400.00	400.00
Alarm Central Service Fee (yearly)	165.00	165.00	165.00
False Alarms (each)	115.00	115.00	115.00
Audio Tapes (per tape, includes search costs)	28.00	28.00	28.00
Video Alarm Monitor	1750.00	1750.00	1750.00
Emergency Medical Dispatch Protocol included in billing	36.00	36.00	36.00
Alarm Activity Report Fee			10.00
FINANCE DEPARTMENT FEES			
Returned Check Charge (All City Departments)	35.00	35.00	35.00
Handicap Parking Permit	0.00	0.00	0.00
FIRE DEPARTMENT FEES			
Gas leak calls that originate from Northwestern Energy which are found not to be an interior leak and with no threat to life or property		165.00	165.00
False Alarm fee for commercial alarm systems of more than three in 12 consecutive months		165.00	165.00
Special burn permit fee		100.00	100.00
Special display fireworks permit fee		100.00	100.00
Pyrotechnics fee		200.00	200.00
Environmental site assessment fee		25.00	25.00
Inspection callback fee for code violation requiring three or more visits		50.00	50.00
Nuisance Engine company run fee		100.00	100.00
Copy of Fire Report	10.00	10.00	10.00
Open Burning Permits	10.00	10.00	10.00
Education Fees			
Fire Extinguisher Class	50.00 minimum (up to 5 students) + 10.00 for each additional student	50.00 minimum (up to 5 students) + 10.00 for each additional student	50.00 minimum (up to 5 students) + 10.00 for each additional student
CPR BLS Health Care Provider New (per 6 people, books not included) Books are 12.00 each	184.00	184.00	184.00
CPR Class Recertification (per 6 people, books are not included) Books are 12.00 each	134.00	134.00	134.00
HeartSaver AED (per 6 people, books not included) Books are 12.00 each	151.00	151.00	151.00
CPR for family/friends: All ages (per 6 people, books not included) Books are 7.50/5 books	84.00	84.00	84.00
HeartSaver CPR, AED and First Aid (per 6 people, books not included) Books are 13.95 each	284.00	284.00	284.00

Fee Schedule for 2016			
	2014	2015	2016
Temporary Structures			
Tents over 200 sq ft	50.00	50.00	50.00
Canopies over 400 sq ft	50.00	50.00	50.00
Child Care Inspection*			
Consultation	N/A	N/A	N/A
0-12 people	50.00	50.00	50.00
13 + people	100.00	100.00	100.00
Fire Department Patch Request Fee			
	5.00	5.00	5.00
Fire Safety Inspection Fees			
Major Event Life Safety Inspection Fee	100.00 per event	100.00 per event	100.00 per event
State Fair Inspection Fee	1000.00/yr	1000.00/yr	1000.00/yr
Hall County Fair Inspection Fee	500.00/yr	500.00/yr	500.00/yr
Liquor Inspection (each)*			
Consumption	100.00	100.00	100.00
Non-consumption	50.00	50.00	50.00
Nursing Home, Health Care (each)*	100.00	100.00	100.00
Hospital (each inspection)*	150.00	150.00	150.00
Foster Care Homes*	50.00	50.00	50.00
Building Department Fee Blue Print Review, Commercial Fire Safety (each review)	25%	25%	25%
For duplicate building plans submitted within one (1) year of the review of the original plans	20%	20%	20%
Alarm System Review	75.00	75.00	75.00
Sprinkler System Review	\$50.000/Riser +25.00/design area	\$50.000/Riser +25.00/design area	\$50.000/Riser +25.00/design area
Hood System Review	50.00	50.00	50.00
Suppression System (other)	50.00	50.00	50.00
Fireworks Permit	550.00	550.00	550.00
*Fees regulated by State of Nebraska			
Standby Fees			
Fire Engine//Rescue Company (3 employees + truck)	165.00 per hour 2 hour minimum	165.00 per hour 2 hour minimum	165.00 per hour 2 hour minimum
Fire Safety Standby	75.00/hr	75.00/hr	75.00/hr
Provide Emergency Services at planned event without Ambulance	75.00 per hour 2 hour minimum	75.00 per hour 2 hour minimum	75.00 per hour 2 hour minimum
Ambulance (2 employees + ambulance)	110.00 per hour 2 hour minimum	110.00 per hour 2 hour minimum	110.00 per hour 2 hour minimum
AMBULANCE DIVISION			
Per call BLS (Basic Life Support) for non-emergency transportation, one way, 14.00 per mile	453.00	462.00	462.00
Per call for BLS emergency transportation, plus mileage, one way. 14.00 per mile	610.00	740.00	740.00
Per call for ALS (Advanced Life Support) Level 1 (ALS 1) non-emergency service, plus mileage. One way, 14.00 per mile	725.00	555.00	555.00
Per call for ALS Level 1 (ALS 1) emergency service, plus mileage, one way. 14.00 per mile	756.00	878.00	878.00
Per call for ALS Level 2 (ALS 2) Advanced care, emergency service, plus mileage, one way. 14.00 per mile	803.00	1271.00	1271.00
Per call for ALS emergency service when patient is not transported but some service is rendered; (plus supplies)	365.00	365.00	365.00
Additional Attendant	221.00	221.00	221.00
Specialty Care Transport	803.00	803.00	803.00
Mileage Fee, per patient mile	14.00	14.00	14.00
Lift Assist call to Care Facility	85.00	85.00	85.00

Fee Schedule for 2016			
	2014	2015	2016
Transportation for Flight Crew from Airport to Hospital and Back	300.00 Per Round Trip	300.00 Per Round Trip	300.00 Per Round Trip
Mayor and Council have established fees for certain medical supplies used for ambulance calls based on prices currently charged by Saint Francis Medical Center. The Fire Chief is authorized to adjust prices and add or delete products as necessary.			
PARAMEDIC SERVICE RATES			
Oxygen	53.00	53.00	53.00
O.B. Kits	17.00	17.00	17.00
Splints (air and/or hare traction)	22.00	22.00	22.00
Spinal Immobilization	86.00	86.00	86.00
Advanced Airway	131.00	131.00	131.00
IV1 (if single IV is started)	51.00	51.00	51.00
IV2 (multiple IV's started)	86.00	86.00	86.00
Bandages	12.00	12.00	12.00
Combo Pad	46.00	46.00	46.00
Resq Pod	100.00	100.00	100.00
Bone drill	110.00	110.00	110.00
Suction	12.00	12.00	12.00
LIBRARY			
Overdue charge on Library Materials (per item per day)	.15 Juvenile .30 Adult	.15 Juvenile .30 Adult	.15 Juvenile .30 Adult
Interlibrary loan per item (plus postage)	2.00	2.00	2.00
Photocopy/Computer Print (mono, 8 1/2"x11" or 14")	0.10	0.10	0.10
Photocopy/Computer Print (mono, 11"x17")	0.25	0.25	0.25
Photocopy/Computer Print (color, 8 1/2"x11")	0.75	0.75	0.75
Photocopy/Computer Print (color, 8 1/2"x14")	1.00	1.00	1.00
Photocopy/Computer Print (color, 11"x17")	1.50	1.50	1.50
Microform Reader-printer copy	0.50	0.50	0.50
Replacement Fee for Lost ID Card	1.00/card	1.00/card	1.00/card
Processing Fee for Lost Material	Replacement Cost	Replacement Cost	Replacement Cost
FAX Services			
Outgoing - Staff assisted - U.S. only	1st page 3.00 additional pages 1.50	1st page 3.00 additional pages 1.50	1st page 3.00 additional pages 1.50
Incoming - Staff assisted	1st page 2.00 additional pages 1.00	1st page 2.00 additional pages 1.00	1st page 2.00 additional pages 1.00
Outgoing - Self service (Credit/Debit) - U.S.	1st page 1.50 additional pages 1.00	1st page 1.75 additional pages 1.00	1st page 1.75 additional pages 1.00
Outgoing - Self service (Credit/Debit) - International	1st page 4.95 additional pages 3.45	1st page 3.95 additional pages 3.45	1st page 3.95 additional pages 3.45
Non-Resident Annual Card Fee	40.00	40.00	40.00
Non Resident 3 Month Card Fee	10.00	10.00	10.00
Purchase of computer disk	1.00/disk	1.00/disk	1.00/disk
Purchase of computer thumb drive	10.00	10.00	10.00
Purchase of computer head phones	1.00	1.00	1.00
PARKS AND RECREATION DEPARTMENT			
CEMETERY DIVISION			
Open/Close Grave (per burial) **oversize vault - add \$150.00**			
Urn Vault over 16" x 16" - Add \$50.00			
Adult	550.00	600.00	600.00
Child	225.00	250.00	250.00
Ashes	200.00	200.00	200.00

Fee Schedule for 2016			
	2014	2015	2016
After 4:00 pm Monday - Friday (must leave gravesite by 4:30)			
After 12:00 pm Saturday (must leave gravesite by 12:30)			
Adult	800.00	800.00	800.00
Child	300.00	300.00	300.00
Ashes	300.00	300.00	300.00
Sunday & Holiday Open/Close (per burial)			
Adult	1200.00	1200.00	1200.00
Child	500.00	500.00	500.00
Ashes	450.00	450.00	450.00
Disinterment			
Adult	1100.00	1200.00	1200.00
Child	450.00	500.00	500.00
Cremation	400.00	450.00	450.00
Burial Space			
One	550.00	600.00	600.00
Two	1100.00	1200.00	1200.00
One-Half Lot (4 or 5 spaces)	2200.00	2400.00	2400.00
Full Lot (8 or 10 spaces)	4400.00	4800.00	4800.00
Babyland	150.00	150.00	150.00
Cremation Space - Section J	250.00	250.00	250.00
Transfer Deed (each new deed)	40.00	40.00	40.00
Burial Space w/flat markers in Section J			
One		550.00	550.00
Two		1100.00	1100.00
One-half lot (4-5 spaces)		2200.00	2200.00
Full lot (8-10 spaces)		4400.00	4400.00
Cremation Space		250.00	250.00
Headstone Flagging Fee			25.00
RECREATION DIVISION			
The Parks and Recreation Director shall establish fees for miscellaneous merchandise sales, tournament and league play and special events and promotions			
Volleyball Program			
League Play - Per Team***	\$100.00 - 250.00 per session	\$100.00 - 250.00 per session	\$100.00 - 250.00 per session
Basketball Program			
League Play - Per Team***	250.00-325.00 per session	250.00-325.00 per session	250.00-325.00 per session
Flag Football Program			
League Play - Per Team***	200.00-550.00 per session	200.00-550.00 per session	200.00-550.00 per session
***Volleyball, Basketball and Flag Football program and tournament fees determined by the number of teams signed up to play.			
Playground & miscellaneous Programs & camps	0-100.00	0-100.00	0-100.00
Kinder camp & Playground Pals	10.00 per participant	10.00 per participant	10.00 per participant
Lifeguard Training*	150.00	150.00	150.00
Lifeguard Instructor Training*	150.00	150.00	150.00
Water Safety Instructor Training*	150.00	150.00	150.00
Lifeguard Refresher Course*	50.00	50.00	50.00
Professional CPR Training*	100.00	100.00	100.00
Professional CPR Recertification*	50.00	50.00	50.00
*Plus any additional/increases assessed by the Red Cross			
Stolley Park Picnic Shelter (1/2 day)	25.00	25.00	25.00
Stolley Park Picnic Shelter (all day)	50.00	50.00	50.00

Fee Schedule for 2016			
	2014	2015	2016
Stolley Park Kitchen (1/2 day)	25.00	25.00	25.00
Stolley Park Kitchen (all day)	50.00	50.00	50.00
Athletic Field Rental (per field)	50.00	50.00	50.00
Athletic Field Preparation (1 time) per field	50.00	50.00	50.00
Athletic Field Preparation Additional services per field	25.00-200.00	25.00-200.00	25.00-200.00
Youth league per field per day	30.00	30.00	30.00
Adult/Select team league per field per day	50.00	50.00	50.00
Online reservation practice time per field	10.00/hour	10.00/hour	10.00/hour
AQUATICS			
The Parks and Recreation Director shall establish fees for miscellaneous merchandise sales, tournament and league play and special events and promotions			
Lincoln Pool			
Daily Fees - ages 4 & under w/paying adult	Free	Free	Free
Daily Fees - ages 5 to 15	3.00	3.00	3.00
Daily Fees - ages 16 to 54	4.00	4.00	4.00
Daily Fees - ages 55 & Over	3.00	3.00	3.00
Lincoln Swimming Lessons per person/per session	25.00	25.00	25.00
Season Passes			
Ages 4 and under	free	free	free
Youth ages 5-15	40.00	40.00	40.00
Adult ages 16-54	50.00	50.00	50.00
Senior age 55+	40.00	40.00	40.00
Single parent family	90.00	90.00	90.00
Family	115.00	115.00	115.00
Private Pool Rental	100.00 per hour	115.00 per hour	125.00 per hour
WATER PARK			
Locker/Life Jacket Rental	2.00/daily 3.00 deposit or driver's license	2.00/daily 3.00 deposit or driver's license	2.00/daily 3.00 deposit or driver's license
Inner Tube Rental - Single	3.00/daily 1.00 deposit	3.00/daily 1.00 deposit	3.00/daily 1.00 deposit
Inner Tube Rental - Double	4.00/daily 1.00 deposit	4.00/daily 1.00 deposit	4.00/daily 1.00 deposit
Daily Fees			
Children age 4 & under w/paying adult	Free	Free	Free
Children ages 5 to 15	7.00	7.00	7.00
Adults ages 16 to 54	8.00	8.00	8.00
Adults age 55 and over	7.00	7.00	7.00
Family One Day Pass (Family includes two adults and up to four children)	24.00	24.00	24.00
Season Passes			
Children ages 5 to 15	75.00	75.00	75.00
Adults ages 16 to 54	85.00	85.00	85.00
Adults age 55 and over	75.00	75.00	75.00
Husband or Wife and Family	160.00	160.00	160.00
Family	190.00	190.00	190.00
Replace Season Pass	5.00	5.00	5.00
Gold Season Passes			
Children ages 5 - 15	95.00	95.00	95.00
Adults age 16 to 54	105.00	105.00	105.00
Adults age 55 and over	95.00	95.00	95.00
Husband or Wife and Family	200.00	200.00	200.00
Family	235.00	235.00	235.00

Fee Schedule for 2016			
	2014	2015	2016
Group Fees - Age Group			
10-29 people 5 to 15	6.75	6.75	6.75
10-29 people 16 to 54	7.75	7.75	7.75
10-29 people 55 and over	6.75	6.75	6.75
30-59 people 5 to 15	6.50	6.50	6.50
30-59 people 16 to 54	7.50	7.50	7.50
30-59 people 55 and over	6.50	6.50	6.50
60+ people 5 to 15	6.25	6.25	6.25
60+ people 16 to 54	7.25	7.25	7.25
60+ people 55 and over	6.25	6.25	6.25
Consignment Program - Island Oasis			
Age 5-15	5.50	5.50	5.50
Age 16-55	6.50	6.50	6.50
55 - Over	5.50	5.50	5.50
Family	22.00	22.00	22.00
Pool Rental	425.00/1 hr includes use of inner tubes	425.00/1 hr includes use of inner tubes	425.00/1 hr includes use of inner tubes
All day facility rental 12:00 - 9:00 pm	15000.00	15000.00	15000.00
Swimming Lessons	25.00 per session	25.00 per session	25.00 per session
Souvenir Stand items	1.00-20.00	1.00-20.00	1.00-20.00
Concession Stand Items	.50-15.00	.50-15.00	.50-15.00
GOLF COURSE			
The Parks and Recreation Director shall establish fees for miscellaneous merchandise sales, tournament and league play and special events and promotions.			
Weekday Golfing			
Seniors 55 and older (weekdays & after 1:00 on weekends)			
9 holes	12.00	13.00	13.00
18 holes	18.00	19.00	19.00
9 holes	14.00	15.00	15.00
Additional 9 holes weekdays	6.00	6.00	6.00
Additional 9 holes weekends	6.00	6.00	6.00
18 holes	20.00	21.00	21.00
Junior Golf-9 holes (weekdays & after 1:00 on weekends)	9.00	10.00	10.00
Junior Golf-18 holes (weekdays & after 1:00 on weekends)	15.00	16.00	16.00
Weekend/Holiday Golfing			
9 holes	16.00	17.00	17.00
18 holes	22.00	23.00	23.00
Passes (annual) Purchased from December 1 through January 31			
Adult Seven Day	490.00	490.00	490.00
Additional Family Member	215.00	215.00	215.00
Family Pass	705.00	705.00	705.00
Adult Five Day Pass (Mon-Fri only)	370.00	370.00	370.00
Junior/Student pass includes full time college students (weekdays and after 1:00 on weekends)	155.00	155.00	155.00
Senior Pass (55 & older, excludes holidays and weekends before 1:00 pm)	285.00	285.00	285.00
Passes (annual) Purchased from February 1 through June 30			
Adult Seven Day	545.00	545.00	545.00
Additional Family Member	240.00	240.00	240.00
Family Pass	785.00	785.00	785.00
Adult Five Day Pass (Mon-Fri only)	410.00	410.00	410.00

Fee Schedule for 2016			
	2014	2015	2016
Junior/Student pass includes full time college students (weekdays and after 1:00 on weekends)	170.00	170.00	170.00
Senior Pass (55 & older, excludes holidays and weekends before 1:00 pm)	315.00	315.00	315.00
Passes (annual) Purchased from July 1 through November 30			
Adult Seven Day	272.50	272.50	272.50
Additional Family Member	120.00	120.00	120.00
Family Pass	392.50	392.50	392.50
Adult Five Day Pass (Mon-Fri only)	205.00	205.00	205.00
Junior/Student pass includes full time college students (weekdays and after 1:00 on weekends)	85.00	85.00	85.00
Senior Pass (55 & older, excludes holidays and weekends before 1:00 pm)	157.50	157.50	157.50
Capital Maintenance Fee (included in daily green fee)(collected from each player per round played by an individual possessing a season pass)	2.34	2.80	2.80
Cart Rental			
9 holes, per rider	9.00	10.00	10.00
18 holes, per rider	14.00	15.00	15.00
Golf Cart Punch Cards - 9 holes	115.00	125.00	125.00
Golf Cart Punch Cards - 18 holes	180.00	195.00	195.00
Group Fees/Discount Booklets			
25 - Rounds	400.00	425.00	425.00
50 - Rounds	750.00	800.00	800.00
Green Fee Discounts for large groups			
25-49 people	5%	5%	5%
50-100 people	10%	10%	10%
Over 100 people	15%	15%	15%
HEARTLAND PUBLIC SHOOTING PARK			
The Parks & Recreation Director shall establish fees for miscellaneous merchandise sales, tournament and league play and special events and promotions.			
Archery (Adult) Practice range	5.00	5.00	5.00
Archery (Adult) 3D	15.00	15.00	15.00
Archery (Youth) Practice range	2.50	2.50	2.50
Archery (Youth) 3D	8.00	8.00	8.00
Archery Family Annual Pass			225.00
Archery Adult Annual Pass			130.00
Archery Youth Annual Pass			70.00
Adult Skeet/trap per round (25 targets/round)	6.25	6.50	6.50
Skeet/Trap - Youth Rate (age 18 & under)	4.75	5.00	5.00
Skeet/Trap Punch Card rate - 12 rounds @ 6.06/round	69.75	72.75	72.75
Adult Sporting Clays per round (50 targets/round)	18.00	18.50	18.50
Adult Sporting Clays per round (100 targets/round)	32.50	33.50	33.50
Sporting Clays - Punch Card rate - 6 rounds @16.67/round	97.00	100.00	100.00
Youth Sporting Clays per round (50 target/round)	13.00	13.50	13.50
Youth Sporting Clays per round (100 target/round)	26.00	27.00	27.00
Counters - Trap/Skeet (per target)	0.19	0.20	0.20
Counters - Sporting clays (per target)	0.29	0.30	0.30
Adults 5 Stand per round (25 targets/round)	7.00	7.25	7.25
Youth 5 Stand per round (25 targets/round)	5.00	5.25	5.25
Daily fee Rifle/Handgun Adult	11.00	11.00	11.00
Daily fee Rifle/Handgun Youth	6.00	6.00	6.00
Punch Cards (6 days at \$8.50)	51.00	51.00	51.00
Family Pass Rifle/Handgun (12 months)	175.00	175.00	175.00

Fee Schedule for 2016			
	2014	2015	2016
.22 Rimfire Range Adult	11.00	11.00	11.00
.22 Rimfire Range Youth	6.00	6.00	6.00
Rifle Range Rental w/o RSO (Law Enforcement per day)	100.00	100.00	100.00
Rifle Range Rental with RSO (Law Enforcement per day)	200.00	200.00	200.00
Rifle Range Rental w/o RSO (Business Rate per day)	500.00	500.00	500.00
Rifle Range Rental with RSO (Business Rate per day)	600.00	600.00	600.00
Golf Cart Rental per round (per rider)	5.00	5.00	5.00
Golf Cart Rental per half day	25.00	25.00	25.00
Golf Cart Rental per day (4 rider limit)	50.00	50.00	50.00
Range time for Instructors with staff 5 per student minimum charge	20.00	20.00	20.00
Range time for Instructors without staff per student with no minimum	15.00	15.00	15.00
Classroom Rental (Shooting Sports Educational per day)	100.00	100.00	100.00
Classroom Rental (Business Rate per day)	200.00	200.00	200.00
Classroom Rental with associated shooting event	N/C	N/C	N/C
Camping with electricity/water (per night)	25.00	25.00	25.00
Camping no water/electricity (per night)	5.00	5.00	5.00
Off hours Law enforcement training (annual)		1700.00	1700.00
High School team practice (per target)		0.14	0.14
HPSP reserves the right to adjust trap, skeet and sporting clay fee's in relation to clay target costs			
Stolley Park Train			
Individual Rates			
Ages 1 and under w/paying adult	Free	Free	Free
Ages 2 & 3 w/paying adult	1.00	1.00	1.00
Single rider (4 and over)	2.00	2.00	2.00
10 Ride Punch Card (savings of 2.50)	17.50	17.50	17.50
25 Ride Punch Card (savings of 12.50)	37.50	37.50	37.50
50 Ride Punch Card (savings of 37.50)	62.50	62.50	62.50
Unlimited rides	100.00/hour	100.00/hour	100.00/hour
Group Rates			
10 to 24 Riders	1.75 each	1.75 each	1.75 each
25 - 49 Riders	1.50 each	1.50 each	1.50 each
50 + Riders	1.25 each	1.25 each	1.25 each
Community Fieldhouse			
Admission & Rental Prices			
Drop In:			
Children under 2	Free	Free	Free
Children (2-4)	2.00	2.00	2.00
Youth (5-15) & Seniors (55 & older)	3.00	3.00	3.00
Adults (16-54)	5.00	5.00	5.00
Student Pass Discount (Ages 16 and over w/student ID)	4.00	4.00	4.00
City League Families "Game Night" Discount			
Children under 2	Free	Free	Free
Children (2-4)	1.00	1.00	1.00
Youth (5-18) & Seniors (55 & older)	2.00	2.00	2.00
Adults	4.00	4.00	4.00
(use of entire facility as long as area not previously reserved)			
Rental (Hourly)			
Full Turf Field (Primary hours)	110.00	110.00	110.00
Full Turf Field (Non primary hours)M-F 2:00 pm-5:00 pm Sat 8:00 - 12:00	80.00	80.00	80.00
Full Turf Field Tournament (6 hour minimum)	70.00/hr	70.00/hr	70.00/hr
Half Turf Field (Primary hours)	60.00	60.00	60.00
Half Turf Field Tournament (6 hour minimum)	35.00/hr	35.00/hr	35.00/hr
Half Turf Field (Non primary hours)M-F 2:00 pm-5:00 pm Sat 8:00-12:00	40.00	40.00	40.00
Basketball Court (Primary hours)	30.00	30.00	30.00
Basketball Court (Non primary hours)M-F 2:00 pm-5:00 pm Sat 8:00-12:00	20.00	20.00	20.00
Basketball Court Tournament (6 hour minimum)	15.00/hr	15.00/hr	15.00/hr

Fee Schedule for 2016			
	2014	2015	2016
Volleyball Court (Primary hours)	20.00	20.00	20.00
Volleyball Court (Non primary hours)M-F 2:00 pm-5:00 pm Sat 8:00-12:00	15.00	15.00	15.00
Volleyball Court Tournament (6 hour minimum)	10.00/hr	10.00/hr	10.00/hr
Batting Cage Rental			
15 Minutes	10.00	10.00	10.00
Hour	25.00	25.00	25.00
League Fees:			
Per Individual Leagues	15.00-120.00	15.00-120.00	15.00-120.00
Per Team Leagues	190.00-600.00	190.00-600.00	190.00-600.00
Small meeting room	15.00/hr	15.00/hr	15.00/hr
Kitchen/large room	30.00/hour	30.00/hour	30.00/hour
Birthday Party pkg #1: Half field rental/room rental, up to 20 children (\$3.00 per additional child)	80.00/hour	80.00/hour	80.00/hour
Birthday Party pkg #2: Whole field rental/room rental, up to 30 children (\$3.00 per additional child)	150.00/hour	150.00/hour	150.00/hour
Bouncer rental	20.00/hour	20.00/hour	20.00/hour
Facility rental (before or after hours)	150.00/hour	150.00/hour	150.00/hour
Overnight Lock in Package	600.00	600.00	600.00
Clinics/camps/tournaments	10.00 - 500.00	10.00 - 500.00	10.00 - 500.00
Season Passes for Fieldhouse (October thru April)			
Toddler Pass (ages 2-4)	44.00	44.00	44.00
Youth Pass (5-15)	66.00	66.00	66.00
Student Pass (Ages 16 and over w/student ID)	88.00	88.00	88.00
Adult Pass (16-54)	110.00	110.00	110.00
Senior (55+)	66.00	66.00	66.00
Season Passes for Fieldhouse (January thru April)			
Toddler Pass (ages 2-4)	28.00	28.00	28.00
Youth Pass (ages 5-15)	39.00	39.00	39.00
Student Pass (ages 16 and over w/student ID)	50.00	50.00	50.00
Adult Pass (ages 16-54)	61.00	61.00	61.00
Senior (55+)	39.00	39.00	39.00
10 Visit Punch Card			
Toddler (age 2-4)	15.00	15.00	15.00
Youth (age 5-15)	25.00	25.00	25.00
Student (ages 16 and over w/student ID)	35.00	35.00	35.00
Adult (ages 16-54)	45.00	45.00	45.00
Senior (age 55+)	25.00	25.00	25.00
Planning			
Zoning			
Zoning Map Amendment: Grand Island	800.00	800.00	800.00
Ordinance Amendment	800.00	800.00	800.00
CD, RD, TD Rezoning, Grand Island	800.00	800.00	800.00
Subdivisions			
Preliminary Plat	400.00 plus 15.00/lot	400.00 plus 15.00/lot	400.00 plus 15.00/lot
Final Plat - Administrative Approval			
Grand Island	50.00	50.00	50.00
Final Plat			
Grand Island Jurisdiction	420.00 plus 10.00/lot	420.00 plus 10.00/lot	420.00 plus 10.00/lot
Vacation of Plat	250.00	250.00	250.00
Lots more than 10 acres			

Fee Schedule for 2016			
	2014	2015	2016
Comprehensive Plan			
Map Amendment	750.00	800.00	800.00
Text Amendment	750.00	800.00	800.00
Publications			
Grand Island Street Directory	15.00	15.00	15.00
Comprehensive Plan			
Grand Island	85.00	85.00	85.00
Other Municipalities	60.00	60.00	60.00
Zoning Ordinances			
Grand Island	30.00	30.00	30.00
Other Municipalities	30.00	30.00	30.00
Subdivision regulations			
Grand Island	20.00	20.00	20.00
Other Municipalities	20.00	20.00	20.00
Grand Island			
800 Scale Zoning Map Unassembled	125.00	125.00	125.00
Generalized Zoning Map	60.00	60.00	60.00
Future Land Use Map	60.00	60.00	60.00
Grand Island Street Map	15.00	15.00	15.00
Hall County			
Zoning Map Generalized	60.00	60.00	60.00
Zoning Map 2" = 1 mile	90.00	90.00	90.00
Road Map	15.00	15.00	15.00
Wood River, Cairo, Doniphan, Alda			
Basemap	10.00	10.00	10.00
Zoning Map	60.00	60.00	60.00
Other Maps			
School District Maps	60.00	60.00	60.00
Election District Maps	60.00	60.00	60.00
Fire District Maps	60.00	60.00	60.00
Custom Printed Maps	15.00/sq ft in	15.00/sq ft in	15.00/sq ft in
Electronic Publications			
GIS Data CD	100.00	100.00	100.00
Aerial Photograph CD (MrSID Format)	100.00	100.00	100.00
Comprehensive Plans All Jurisdictions	100.00	100.00	100.00
Zoning and Subdivision Regulations All Jurisdictions	50.00	50.00	50.00
Custom PDF Map	25.00/ 1/2 hr	25.00/ 1/2 hr	25.00/ 1/2 hr
Research & Documentation Fee	150.00/hr Minimum 2 hr	150.00/hr Minimum 2 hr	150.00/hr Minimum 2 hr
Flood Plain			
Letter of Map Interpretation	20.00	20.00	20.00
Review and Submission of LOMR	50.00	50.00	50.00
POLICE DEPARTMENT			
Copy of Reports/Walk in	2.00/1-5 pages, 1.00 each add'l 5 pages in 5 page increments	2.00/1-5 pages, 1.00 each add'l 5 pages in 5 page increments	2.00/1-5 pages, 1.00 each add'l 5 pages in 5 page increments
Copy of Reports/Mail or fax	4.00/1-5 pages, 1.00 for each add'l 5 pages in 5 page increments	4.00/1-5 pages, 1.00 for each add'l 5 pages in 5 page increments	4.00/1-5 pages, 1.00 for each add'l 5 pages in 5 page increments
Firearms Permit	5.00	5.00	5.00
Towing Fee - Day	Actual Cost	Actual Cost	Actual Cost
Towing Fee - Night	Actual Cost	Actual Cost	Actual Cost
Impoundment Fee for TOWED Vehicle	30.00	30.00	30.00
Storage Fee for Impounded Vehicle (per day)	10.00	10.00	10.00
Alcohol Test for DUI (each time)	149.15	149.15	149.15
Solicitor's Permit (30 day permit)	25.00	25.00	25.00

Fee Schedule for 2016			
	2014	2015	2016
Solicitor's Permit - Application Fee (Nonrefundable)	25.00	25.00	25.00
Street Vendor's Permit - Application Fee (Nonrefundable)	25.00	25.00	25.00
Street Vendor's Permit - 30 days	25.00	25.00	25.00
Street Vendor's Permit - 90 days	60.00	60.00	60.00
Street Vendor's Permit - 365 days	200.00	200.00	200.00
Parking Ramp Permit Fees:			
Lower Level: "Reserved Monthly"	25.00/month	25.00/month	25.00/month
Middle & Upper levels: "Reserved Monthly"	15.00/month	15.00/month	15.00/month
Downtown Metered Parking	20.00 per 120 to 180 minutes	20.00 per 120 to 180 minutes	20.00 per 120 to 180 minutes
Additional 60 minutes or fraction thereof	20.00	20.00	20.00
Downtown Express Zone Parking	25.00 per 21 to 40 minutes	25.00 per 21 to 40 minutes	25.00 per 21 to 40 minutes
Additional 20 minutes or fraction thereof	25.00	25.00	25.00
Police Issued Parking Tickets (tickets issued away from downtown)	20.00	20.00	20.00
Chamber Lot Parking Fee	50.00/year	50.00/year	50.00/year
Vehicle Auction Bid Fee (per event)	10.00	10.00	10.00
Photographs/E-mail	10.00	10.00	10.00
Photographs/CD	15.00	15.00	15.00
PUBLIC INFORMATION			
GITV DVD (per segment)	25.00	25.00	25.00
PUBLIC WORKS DEPARTMENT			
ENGINEERING			
Cut and/or Opening Permit	15.00	15.00	15.00
Sidewalk and/or Driveway permit	15.00	15.00	15.00
Sewer Tap Permit (Breakdown: PW 23.80, Building 46.20)	70.00	70.00	70.00
GIS CD Aerial photos on CD or DVD	50.00	50.00	50.00
s.f. Paper Prints			
s.f. Mylar Sepia	2.25	2.25	2.25
Traffic Count Map	10.00	10.00	10.00
Aerial Photos - Individuals, businesses and consultants working for prof	3.50/sq. ft.	3.50/sq. ft.	3.50/sq. ft.
Aerial Photos - City Depts, Hall County Depts, other non-profit organizations	.50/sf	.50/sf	.50/sf
Directory Map	Planning sells	Planning sells	Planning sells
Quarter Section or any part thereof	5.00	5.00	5.00
Photo Mosaic (dependent upon number of sections) Minimum of two (2)	15.00	15.00	15.00
License Agreement Application (Non-refundable)	100.00	100.00	100.00
License Agreement Appeal	50.00	50.00	50.00
Permit and Plan Review Fee	50.00 plus 0.07 per ft based on project length	50.00 plus 0.07 per ft based on project length	50.00 plus 0.07 per ft based on project length
Large copy prints (minimum \$3.00 charge)	.50/sf	.50/sf	.50/sf
Application for vacation of Right-of-Way or Easement (Non-refundable)	100.00	100.00	100.00
Investigation Fee (per Section 30-28 of City Code)	70.00	70.00	70.00
STREETS DIVISION			
Pavement cut (sawed), whether bituminous or concrete	4.50/lf + 30.00 callout	4.50/lf + 30.00 callout	4.50/lf + 30.00 callout
Curb section milling for driveways	8.50/lf + 30.00 callout and permits	8.50/lf + 30.00 callout and permits	8.50/lf + 30.00 callout and permits
Remove & replace 4" Concrete Sidewalk	5.75/sf	5.75/sf	5.75/sf
Remove & replace 5" Concrete Sidewalk or Drive	6.50/sf	6.50/sf	6.50/sf
Replace 6" Concrete Paving with 7" Concrete Paving	43.50/sf	43.50/sf	43.50/sf
Add 1 inch additional thickness over 6" concrete pavement	3.75/sy	3.75/sy	3.75/sy
Replacement of bituminous surfaced pavement 2" thick with 6" concrete base	55.00/sy	55.00/sy	55.00/sy

Fee Schedule for 2016			
	2014	2015	2016
Replacement of 6" bituminous surfaced pavement without a concrete base	46.00/sy	46.00/sy	46.00/sy
Replacement of 2" asphalt surfaced pavement over existing concrete paving	40.00/sy	40.00/sy	40.00/sy
Replacement of 2" asphalt surfaced pavement over existing concrete paving (off season)	52.00/sy	52.00/sy	52.00/sy
Block party closure (waived for "National Night Out")	50.00	50.00	50.00
WASTEWATER TREATMENT (as Approved by Ordinance)			
Sewer Tap Permit (See engineering fees)			
Sewer Service Charge per month	8.24	8.24	8.24
Monthly sewer bill for customers without metered water usage	19.84	19.84	19.84
Monthly sewer bill for commercial/industrial customers without metered City water (cost per 100 cubic feet of sewage flow)	2.52	3.01	3.28
TV Inspection of Sanitary Sewer (minimum \$100.00 charge)	0.68/foot	0.75/foot	0.80/foot
Sewer Cleaning			250.00/hr
SEPTIC TANK CHARGES			
Charges for Septic Tank Sludge minimum fee	8.40	8.40	8.40
Charges for Septic Tank Sludge per 100 gallons	7.40	7.40	7.40
Charges for High Strength Septic Sludge per 1,000 gallons	420.00	420.00	420.00
FLOW CHARGES (Changes effective 1-1-2012) *			
Cost per 100 Cubic feet of Flow (customers discharging directly into City's Treatment Plant)	1.1800	1.1800	1.1800
Cost per 100 Cubic feet of Flow (customers using City's collection system)	2.5200	3.0100	3.2800
Cost per 100 Cubic feet of Flow (low strength customers using City's collection system)	1.4700	1.9600	2.2300
Non-resident wastewater customers shall be charged 120% of the above flow charges		120%	120%
INDUSTRIAL WASTE SURCHARGES			
BOD Charge \$/lb over 250 mg/l	0.3844	0.3844	0.3844
SS Charge \$/lb over 250 mg/l	0.2553	0.2553	0.2533
Oil & Grease \$/lb over 100 mg/l	0.0832	0.0845	0.0858
Total Kjeldahl Nitrogen (TKN) (\$/lb over 30 mg/l)	0.5701 *	0.6314	0.6927
Ammonia (over 30 mg/l)	0.5701		
Nitrates (over 25 mg/l)	1.8739	1.881	1.881
BULK INDUSTRIAL WASTE DISCHARGE (per gallon) [negotiated]	0.05	0.056	0.059
SUMP PUMP WASTE DISPOSAL (per gallon)	0.15	0.17	0.176
LABORATORY ANALYSIS			
BOD	30.00	30.00	36.96
CBOD	30.00	30.00	36.96
Chloride	10.00	10.00	12.32
Conductivity	7.50	7.50	9.24
Nitrogen, Ammonia	9.00	9.00	11.09
Nitrogen, TKN	13.50	13.50	16.63
Oil and Grease	50.00	50.00	61.60
pH	5.00	5.00	6.16
Total Suspended Solids	20.00	20.00	24.64
Alkalinity	10.00	10.00	12.32
Chlorine, Free	10.00	10.00	12.32
COD	45.00	45.00	55.44
Nitrogen, Nitrate	20.00	20.00	24.64
Phosphorus, Total	20.00	20.00	24.64
SAMPLE COLLECTION FEE	30.00	30.00	36.96

Fee Schedule for 2016			
	2014	2015	2016

Fee Schedule for 2016			
	2014	2015	2016
LOW STRENGTH INDUSTRIAL SERVICE FOUR-PART CHARGES			
BOD Charge (\$/lb over 0 mg/l)	0.3869	0.3844	0.3844
SS Charge (\$/lb over 0 mg/l)	0.2442	0.2533	0.2533
Oil & Grease (\$/lb over 0 mg/l)	0.0762	0.0845	0.0858
Total Kjeldahl Nitrogen (TKN) (\$/lb over 30 mg/l)	0.5701	0.6314	0.6927
Nitrates (over 25 mg/l)	1.9959	1.881	1.881
EXCESSIVE POLLUTANT PENALTY			
If a person discharges amounts of permissible pollutants in excess of the amounts permitted in the discharge permit, a penalty of \$1,000.00 per day of violation shall be imposed and paid by the person discharging wastes in violation of the permit		1,000.00	1,000.00
HYDROGEN SULFIDE CHARGES			
SOLID WASTE			
Minimum Charge (Landfill) (up to 300 pounds)	5.00	5.00	5.00
Minimum Charge (Transfer Station) (up to 260 pounds)	5.00	5.00	5.00
Passenger tire	3.25/tire	3.25/tire	3.25/tire
Passenger tire on rim	13.25/tire	13.25/tire	13.25/tire
Truck tire	10.00/tire	10.00/tire	10.00/tire
Truck tire on rim	25.00/tire	25.00/tire	25.00/tire
Implement tire	25.00/tire	25.00/tire	25.00/tire
Implement tire on rim	50.00/tire	50.00/tire	50.00/tire
Special Waste (as designated by Superintendent)* Fee set by Superintendent based on product received	Double the applicable rate	Double the applicable rate	Double the applicable rate
Drive Off Fees	25.00	25.00	25.00
Appliances	10.00	10.00	10.00
Special Event		Actual costs	Actual costs
LANDFILL SITE			
Asbestos, contaminated soils and other wastes requiring special handling may require Nebraska Department of Environmental Quality pre-approval and notification to landfill.			
General Refuse, solid waste (Residential Packer Truck)	28.33/ton	28.33/ton	28.33/ton
General Refuse, solid waste+ and demolition material (Commercial/Rolloffs)	32.14/ton	32.14/ton	32.14/ton
Contaminated Soil	15.45/ton	15.45/ton	15.45/ton
Street Sweepings	4.12/ton	4.12/ton	4.12/ton
Liquid waste - sludge	not accepted	not accepted	not accepted
Asbestos	87.55/ton 1 ton minimum	87.55/ton 1 ton minimum	87.55/ton 1 ton minimum
Tails & by-products	35.43/ton	35.43/ton	35.43/ton
Automotive Fluff	20.60/ton	20.60/ton	20.60/ton
Late load fee	25.00/load	25.00/load	25.00/load
Set pricing for special projects with the approval of the Public Works Director and City Administrator			
Uncovered load		10.00/ton	10.00/ton
TRANSFER STATION			
General Refuse, solid waste (Residential Packer Truck)	30.75/ton	30.75/ton	30.75/ton
General refuse, solid waste and demolition materials (Commercial/roll-offs and small vehicles)	38.21/ton	38.21/ton	38.21/ton
Uncovered load		10.00/load	10.00/load
COMPOST SITE			
All materials received at the compost site shall be clean of trash and debris. Plastic bags shall be removed by the hauler			
Grand Island Primary Residential Dwellings - clean grass, leaves or other compostable yard and garden waste, tree limbs/branches	No Charge	No Charge	No Charge

Fee Schedule for 2016			
	2014	2015	2016
Commercial Hauler Yard Waste - clean grass, leaves or other Compostable yard and garden waste	38.21/ton	38.21/ton	38.21/ton
Commercial Hauler - tree limbs/branches	38.21/ton	38.21/ton	38.21/ton
Compost	5.00/cy	5.00/cy	5.00/cy
Wood chips/mulch	1.50/cy	1.50/cy	1.50/cy
UTILITY SERVICE FEES			
Late Charge (payment not received prior to next billing)	2.00/plus 1% unpaid over 5.00	2.00/plus 1% unpaid over 5.00	2.00/plus 1% unpaid over 5.00
Return Check Charge	35.00	35.00	35.00
Turn on Charge (non payment)	40.00	40.00	40.00
After 4:30 pm on a business day Turn on Charge (non payment)	375.00	375.00	375.00
Trip Fee - Disconnect personnel (Applicable when payment is made to stop disconnection when disconnect personnel are on site)	35.00	35.00	35.00
Final notice fee - applicable when a trip is required to notify of a pending utility shut off	35.00	35.00	35.00
Backflow Processing Fee	2.00/month	2.00/month	2.00/month
Temporary Commercial Electric Service	135.00	135.00	135.00
Service Charge (new connections, transfer service)	20.00	20.00	20.00
Fire Sprinkler System Connection Fee	93.96/yr	93.96/yr	93.96/yr
Temporary Water Meter on Fire Hydrant	100.00	100.00	100.00
Locate Stop Box	40.00	40.00	40.00
Pole Attachment Fee	4.00/yr	4.00/yr	4.00/yr
Bill and collect Sewer (monthly charge)	10450.00	10450.00	10450.00
Unauthorized connections/re-connections, meter tampering	375.00	375.00	375.00
Water Main Taps - 2" or less	110.00	115.00	115.00

CITY OF

Grand Island

NEBRASKA

2016 Budget

FEE SCHEDULE CHANGES

FOR 2015-2016 BUDGET

7-14-2015

Administration

Fee Description	2014	2015	2016
Blight Study Adoption	600.00	600.00	1100.00
Redevelopment Plan Adoption	600.00	600.00	1100.00
Redevelopment Plan Amendment	600.00	600.00	1100.00

Emergency Management

Eliminate:

- Supervised Alarm Monitoring Fee (yearly)
- Alarm Central Service Fee (yearly)

Change and Addition:

EMERGENCY MANAGEMENT	2014	2015	2016
Digital Alarm Monitoring Fee (yearly-registration fee included)	250.00	250.00	275.00
Alarm Activity Report Fee			10.00

CITY OF

Grand Island

NEBRASKA

Parks and Recreation Fees Cemetery Division

Adding new \$25 fee for Headstone Flagging

Parks and Recreation Fees

Aquatics

Fee Description	2014	2015	2016
Private Pool Rental	100.00 per hour	115.00 per hour	125.00 per hour

Parks and Recreation Fees Heartland Public Shoot Park

Adding new Archery Fees

- Family Annual Pass for \$225
- Adult Annual Pass for \$130
- Youth Annual Pass for \$70

Public Works Department - Streets

Removal of the below fees

Fee Description	2014	2015	2016
Remove & replace 4" Concrete Sidewalk	5.75/sf	5.75/sf	5.75/sf
Remove & replace 5" Concrete Sidewalk or Drive	6.50/sf	6.50/sf	6.50/sf
Replace 6" Concrete Paving with 7" Concrete Paving	43.50/sf	43.50/sf	43.50/sf
Add 1 inch additional thickness over 6" concrete pavement	3.75/sy	3.75/sy	3.75/sy
Replacement of bituminous surfaced pavement 2" thick with 6" concrete base	55.00/sy	55.00/sy	55.00/sy
Replacement of 6" bituminous surfaced pavement without a concrete base	46.00/sy	46.00/sy	46.00/sy
Replacement of 2" asphalt surfaced pavement over existing concrete paving	40.00/sy	40.00/sy	40.00/sy
Replacement of 2" asphalt surfaced pavement over existing concrete paving (off-season)	52.00/sy	52.00/sy	52.00/sy

Public Works Department - Wastewater

WASTEWATER TREATMENT	2014	2015	2016
TV Inspection of Sanitary Sewer (minimum \$100.00 charge)	0.68/foot	0.75/foot	0.80/foot
Sewer Cleaning			250.00/hr
FLOW CHARGES (Changes effective 1-1-2012) *			
Cost per 100 Cubic feet of Flow (customers using City's collection system)	2.5200	3.0100	3.2800
Cost per 100 Cubic feet of Flow (low strength customers using City's collection system)	1.4700	1.9600	2.2300
Non-resident wastewater customers shall be charged 120% of the above flow charges		120%	120%
INDUSTRIAL WASTE SURCHARGES (Chg effective 1-1-2012) *			
SS Charge \$/lb over 250 mg/l	0.2553	0.2553	0.2533
Oil & Grease \$/lb over 100 mg/l	0.0832	0.0845	0.0858
Total Kjeldahl Nitrogen (TKN) (\$/lb over 30 mg/l)	0.5701 *	0.6314	0.6927
BULK INDUSTRIAL WASTE DISCHARGE (per gallon) [negotiated]	0.05	0.056	0.059
SUMP PUMP WASTE DISPOSAL (per gallon)	0.15	0.17	0.176

Public Works Department – Wastewater

	2014	2015	2016
LABORATORY ANALYSIS			
BOD	30.00	30.00	36.96
CBOD	30.00	30.00	36.96
Chloride	10.00	10.00	12.32
Conductivity	7.50	7.50	9.24
Nitrogen, Ammonia	9.00	9.00	11.09
Nitrogen, TKN	13.50	13.50	16.63
Oil and Grease	50.00	50.00	61.60
pH	5.00	5.00	6.16
Total Suspended Solids	20.00	20.00	24.64
Alkalinity	10.00	10.00	12.32
Chlorine, Free	10.00	10.00	12.32
COD	45.00	45.00	55.44
Nitrogen, Nitrate	20.00	20.00	24.64
Phosphorus, Total	20.00	20.00	24.64
SAMPLE COLLECTION FEE	30.00	30.00	36.96
LOW STRENGTH INDUSTRIAL SERVICE FOUR-PART CHARGES			
SS Charge (\$/lb over 0 mg/l)	0.2442	0.2533	0.2533
Oil & Grease (\$/lb over 0 mg/l)	0.0762	0.0845	0.0858
Total Kjeldahl Nitrogen (TKN) (\$/lb over 30 mg/l)	0.5701	0.6314	0.6927

RESOLUTION 2015-186

WHEREAS, the 2015-2016 budget process requires an update of the Fee Schedule for numerous services that the City provides; and

WHEREAS, the City Council will adopt the 2015-2016 Budget at the September 8, 2015 meeting; and

WHEREAS, the Fee Schedule rates are incorporated into the Fiscal Year 2015-2016 Budget revenue numbers.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the 2015-2016 proposed Fee Schedule be accepted and incorporated into the 2015-2016 budget.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, July 14, 2015

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☒ _____
July 10, 2015	☒ City Attorney



City of Grand Island

Tuesday, July 14, 2015

Council Session

Item I-4

#2015-187 - Consideration of Approving External Search Firm Services for Finance Director Position

Staff Contact: Aaron Schmid, Human Resources Director

Council Agenda Memo

From: Aaron Schmid, Human Resources Director

Meeting: July 14, 2015

Subject: Approval to Use External Search Firm for Vacant Finance Director Position

Presenter(s): Aaron Schmid, Human Resources Director

Background

On December 10, 2014 the Finance Director position became vacant. The position was posted in late January of 2015. Ten candidates applied and three were interviewed. However, no candidates progressed beyond the initial interview stage.

In May of 2015, the position was reposted and remains open. To date, nine applications have been received. Again, no candidates have progressed in the selection process.

In both posting instances a number of recruiting methods were applied including; City website, state job centers, newspapers, social media sites, professional associations, neighboring municipality leagues, networking, and online recruiting sites. Despite these efforts and associated costs, the applicant response has been low and not produced a finalist candidate.

Discussion

The Administration is seeking approval to utilize the services of external search firms for the Finance Director position. Search firms offer a number of benefits to the recruiting process and would provide additional support to our search efforts. Benefits of using a search firm include the following:

- Some job seekers are not likely to respond to traditional job postings. External recruiters with access to various networks and industry tools are more apt to find these candidates.
- Search firms present to candidates the benefits of working for our organization and can address any initial questions such as the interview/appointment process, residency requirements, etc.
- Search firms will provide feedback to any challenges in identifying candidates such as availability of talent, cost of talent, position requirements, etc.

- Search firms work on a contingency basis. The client does not pay a fee unless a placement is made.

Search firms who would source candidates on our behalf must be agreeable to not exceed a fee of 30% of the candidate's estimated first year's annual compensation. Based on the current wage scale for the Finance Director position, a 30% fee would range from \$24,578.45 - \$36, 841.74. Furthermore, should a candidate leave, through no fault of the City within 90 calendar days of initial employment, the search firm would agree to locate and present additional candidates of comparable qualifications at no additional charge.

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 request to utilize the services of search firms for the Finance Director vacancy.

Sample Motion

Move to approve the request to utilize the services of search firms for the Finance Director vacancy.

RESOLUTION 2015-187

WHEREAS, the Finance Director position for the City of Grand Island has been vacant since December 10, 2014; and

WHEREAS, this position has been advertised on two separate occasions; and

WHEREAS, no candidates have progressed beyond the initial interview stage;
and

WHEREAS, the City has exhausted its recruiting methods; and

WHEREAS, the services of external search firms are better able to find candidates for the Finance Director vacancy; and

WHEREAS, the City will issue a Request for Proposals to find suitable firms to aid in the search for a Finance Director; and

WHEREAS, the estimated cost of this service is between \$24,578.45 and \$36,841.74.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that City staff be directed to issue a Request for Proposals for the services of external search firms for the Finance Director vacancy is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, July 14, 2015.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
July 10, 2015	☐ City Attorney



City of Grand Island

Tuesday, July 14, 2015

Council Session

Item J-1

Approving Payment of Claims for the Period of June 24, 2015 through July 14, 2015

*The Claims for the period of June 24, 2015 through July 14, 2015 for a total amount of \$5,273,296.78 A
MOTION is in order.*

Staff Contact: William Clingman