
City of Grand Island



Tuesday, December 22, 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 Sheri Lodel, Calvary Lutheran Church, 1304 North Custer 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, December 22, 2015

Council Session

Item E-1

Public Hearing on Request to Rezone Property Located at 1325 E. Airport Road from TA Transitional Agriculture to M2 Heavy Manufacturing (Larry & Faye Zmek)

Council action will take place under Ordinances item F-1.

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission

Meeting: December 22, 2015

Subject: To rezone properties from TA Transitional Agriculture to M2 Heavy Manufacturing Zone.

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

Background

A request to rezone approximately 12 acres of land south of Airport Road and east of St. Paul Road from TA Transitional Agriculture to M2 Heavy Manufacturing. The property is was formerly a rendering plant. The owners have accepted an offer on the property that is contingent on rezoning this property to allow a shooting sports store and indoor range. The M2 zoning district would permit those uses.

Discussion

At the regular meeting of the Regional Planning Commission, held December 2, 2015 the above item was considered following a public hearing.

O'Neill opened the Public Hearing.

Nabity explained this request was to rezone approximately 12 acres of land south of Airport Road and east of St. Paul Road from TA Transitional Agriculture to M2 Heavy Manufacturing. The property was formerly a rendering plant. The owners have accepted an offer on the property that is contingent on rezoning this property to allow a shooting sports store and indoor range. The M2 zoning district would permit those uses.

Ron DePue spoke briefly on the rezone.

O'Neill closed the Public Hearing.

A motion was made by Apfel and seconded by Ruge to approve the Rezone request as presented.

The motion carried with 9 members present and all voting in favor (O'Neill, Ruge, Maurer, Kjar, Robb, Haskins, Hoggatt, Apfel and Monter) and no member abstaining.

The memo sent to the planning commission with staff recommendation is attached for review by Council.

Alternatives

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

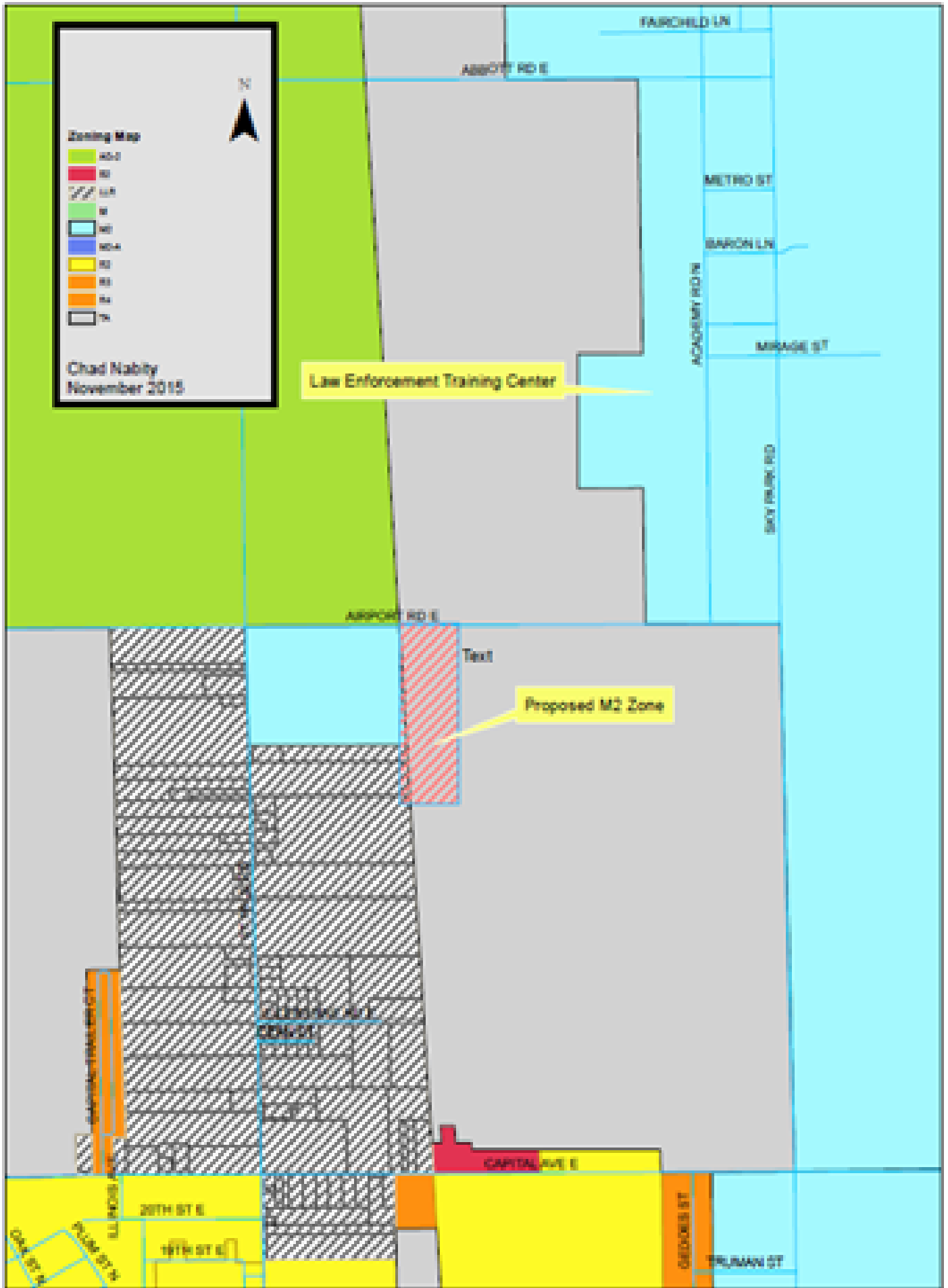
1. Approve the rezoning request as presented
2. Modify the rezoning request to meet the wishes of the Council
3. Postpone the issue

Recommendation

City Administration recommends that the Council approve the proposed changes as recommended.

Sample Motion

Move to approve the ordinance and development plan as presented.



Agenda Item # 4

PLANNING DIRECTOR RECOMMENDATION TO REGIONAL PLANNING COMMISSION:

November 13, 2015

SUBJECT: *Zoning Change (C-05-2016GI)*

PROPOSAL: To rezone approximately 12 acres of land south of Airport Road and east of St. Paul Road from TA Transitional Agriculture to M2 Heavy Manufacturing. The property is was formerly a rendering plant. The owners have accepted an offer on the property that is contingent on rezoning this property to allow a shooting sports store and indoor range. The M2 zoning district would permit those uses.

OVERVIEW:

Site Analysis

Current zoning designation:

TA – Heavy Manufacturing

Permitted and conditional uses:

TA Agricultural uses including: raising of livestock, but not confined feeding, raising crops, greenhouses and nurseries and residential uses up to a density of 1 unit per 20 acres. Minimum lot size 20 acres.

Comprehensive Plan Designation:

Designated for future development as manufacturing.

Existing land uses.

Vacant Rendering Plant

Proposed Zoning Designation

M2 –Heavy Manufacturing - A wide variety of warehousing, storage, manufacturing and industrial uses and no residential uses. Storage wholesale and retail sale of grain/seed and agricultural chemicals permitted. Minimum lot size of 6000 square feet with 65% coverage.

Adjacent Properties Analysis

Current zoning designations:

North: M2- Heavy Manufacturing

North, East and South: TA- Transitional Agriculture,

West: M2- Heavy Manufacturing and **LLR-**Large Lot Residential

Permitted and conditional uses:

TA Agricultural uses including: raising of livestock, but not confined feeding, raising crops, greenhouses and nurseries and residential uses up to a density of 1 unit per 20 acres. Minimum lot size 20 acres. **LLR** – Agricultural uses, recreational uses and residential uses at a density of 2 dwelling units per acre with 25% coverage. **M2** –Heavy Manufacturing - A wide variety of warehousing,

storage, manufacturing and industrial uses and no residential uses. Storage wholesale and retail sale of grain/seed and agricultural chemicals permitted. Minimum lot size of 6000 square feet with 65% coverage.

Comprehensive Plan Designation: **North, South, West:** Designated for Low to Medium Density Residential.
East: Designated for Manufacturing

Existing land uses: **North, South, and East:** Agricultural Uses
West: Rail Road, Residential, Auto Salvage Yard

EVALUATION:

Positive Implications:

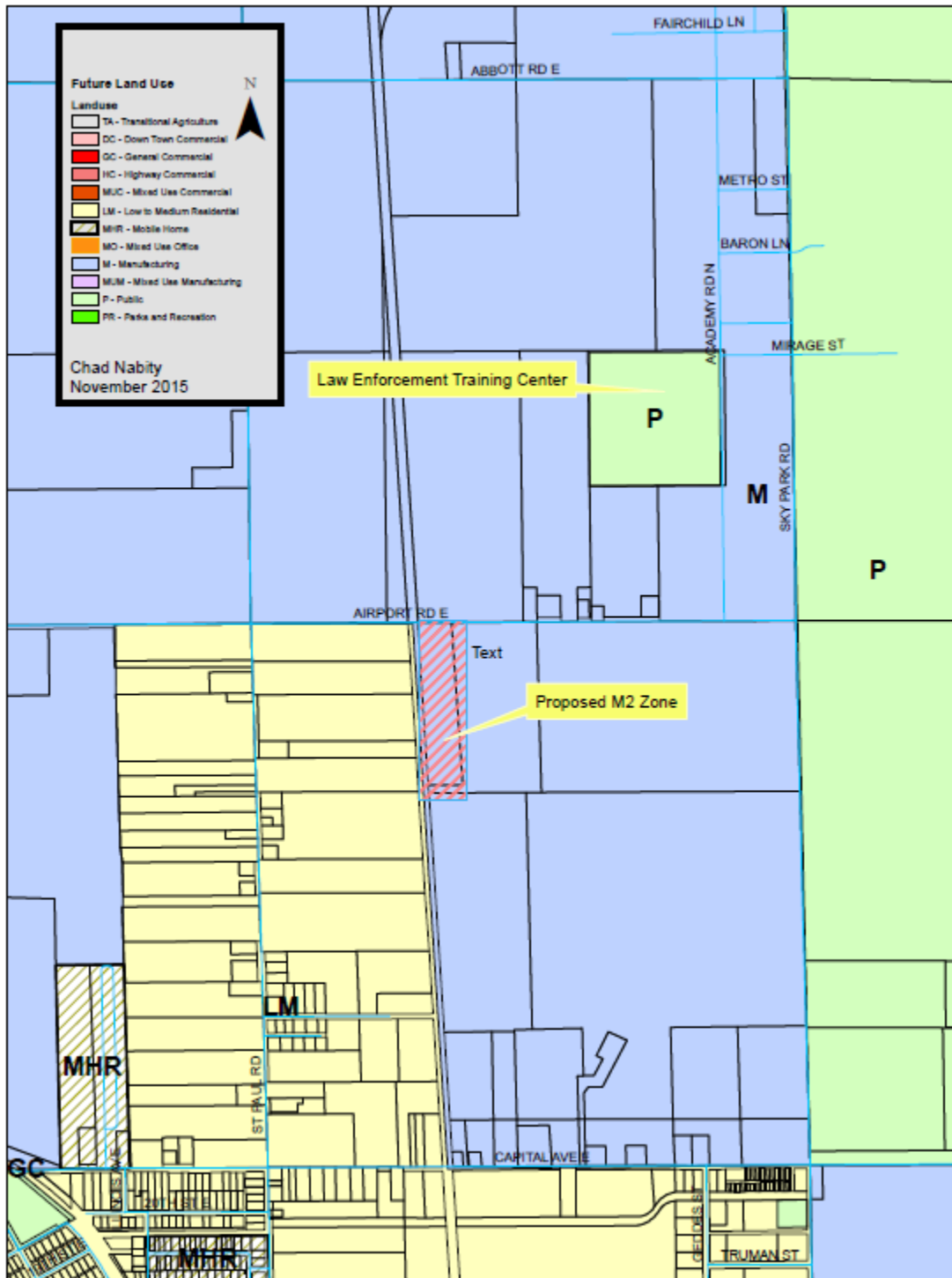
- *Consistent with the City's Comprehensive Land Use Plan:* The subject property is designated Manufacturing uses (typically M1 or M2 zoning).
- *Would allow for expansion or rebuilding of the existing uses:* This would allow the property owners to expand or rebuild on this site.
- *Consistent with existing uses:* This change is consistent with the existing uses in the area. Some heavier uses are near this to the north but none to the east, south or west.

Negative Implications:

- *None foreseen.*

Other Considerations

The this property is already intended for possible manufacturing uses as shown below on the Future Land Use Map for the City of Grand Island.



Future Land Use Map of the Area as approved in the Grand Island Comprehensive Plan

RECOMMENDATION:

That the Regional Planning Commission recommend that the Grand Island City Council change the zoning on this site from TA-Transitional Agriculture to M2-Heavy Manufacturing as requested and shown on the attached map.

_____ Chad Nabity AICP, Planning Director



City of Grand Island

Tuesday, December 22, 2015

Council Session

Item E-2

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

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

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

Council Agenda Memo

From: Terry Brown PE, Assistant Public Works Director

Meeting: December 22, 2015

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

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

Background

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

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

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

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

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

Nebraska State Statutes stipulate that the acquisition of property requires a public hearing and approval by the City Council. Public utility easements are needed in the SID 2 project to accommodate public utilities. The easements will allow for construction, operation, maintenance, extension, repair, replacement and removal of public utilities within the easements.

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

Discussion

A permanent easement is needed in this project area. All documents have been signed and returned by the property owner. Authorization of the document is contingent upon City Council approval. Following is a summary of the payment, totaling \$1,020.00, for the property.

| Owner | Legal | Total |
|-----------------------------------|---|-------------------|
| DEEPAK SINHA & SUHITA SINHA | LOCATED IN PART OF LOT TWO (2), HIGHWAY MOTEL SUBDIVISION, HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF LOT TWO (2), HIGHWAY MOTELS SUBDIVISION; THENCE ON AN ASSUMED BEARING OF N00°08'07"E, ALONG THE WEST LINE OF SAID LOT TWO (2), HIGHWAY MOTELS SUBDIVISION, A DISTANCE OF 651.71 FEET TO THE POINT OF BEGINNING; THENCE N00°08'07"E, CONTINUING ALONG THE WEST LINE OF LOT TWO (2), A DISTANCE OF 90.51 FEET; THENCE N90°00'00"E, A DISTANCE OF 24.79 FEET; THENCE S00°00'23"W A DISTANCE OF 90.51 FEET; THENCE S90°00'00"W A DISTANCE OF 24.99 FEET TO THE POINT OF BEGINNING. SAID UTILITY EASEMENT CONTAINS A CALCULATED AREA OF 2,253 SQUARE FEET OR 0.05 ACRES MORE OR LESS, AS SHOWN ON THE TRACT DRAWING DATED 07/08/14, MARKED EXHIBIT 9 ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE. | \$1,020.00 |
| TOTAL | | \$1,020.00 |

Alternatives

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

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

Recommendation

City Administration recommends that the Council conduct a Public Hearing and approve acquisition of the Permanent Easement in the amount of \$1,020.00.

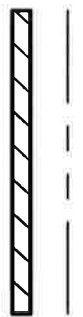
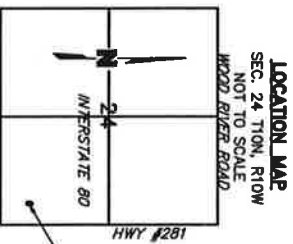
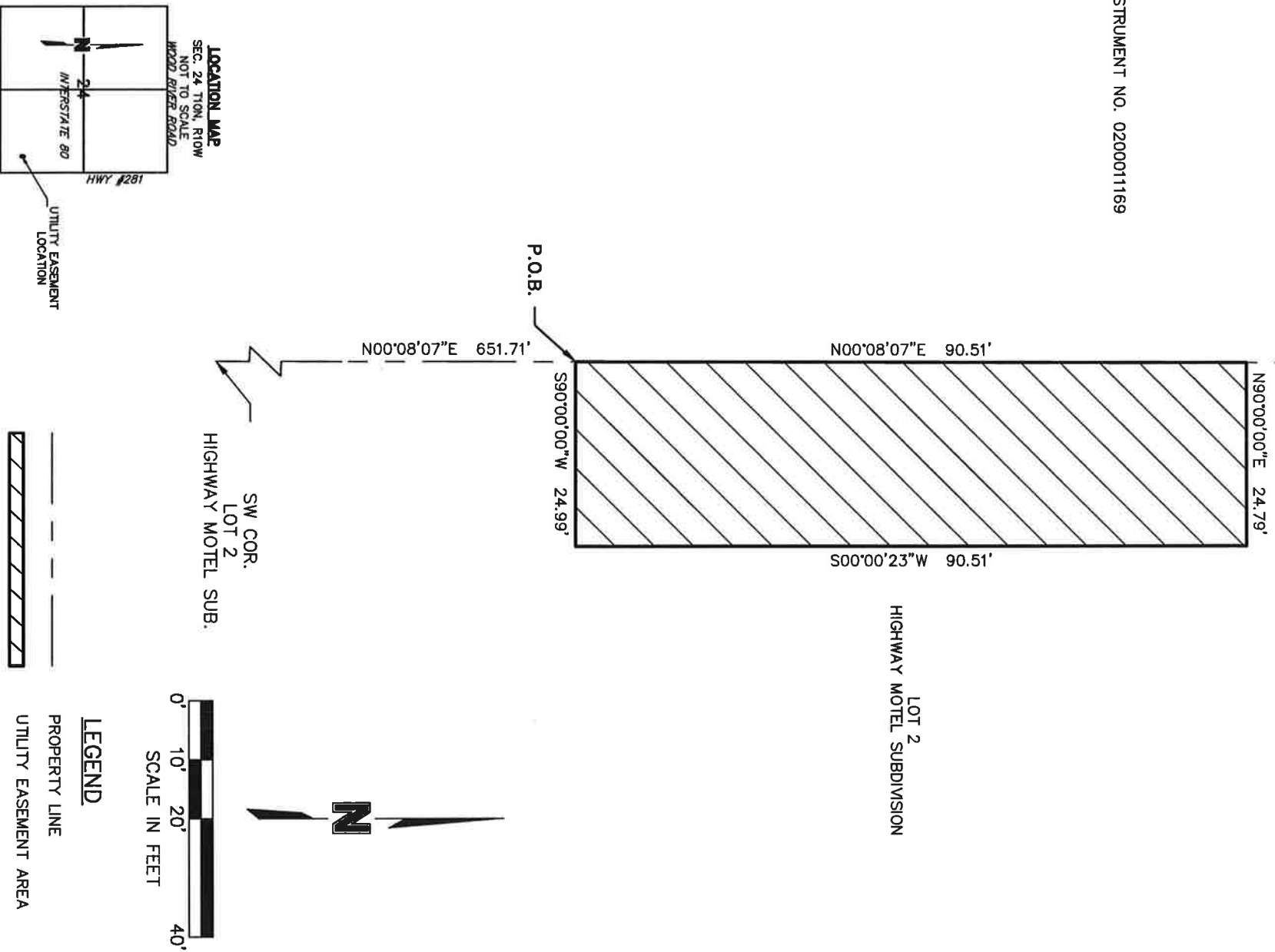
Sample Motion

Move to approve the acquisition of the easement.

UTILITY EASEMENT

HALL COUNTY, NEBRASKA

INSTRUMENT NO. 0200011169



UTILITY EASEMENT DESCRIPTION

A UTILITY EASEMENT LOCATED IN PART OF LOT 2, HIGHWAY MOTEL SUBDIVISION, HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 COMMENCING AT THE SOUTHWEST CORNER OF LOT 2, HIGHWAY MOTELS SUBDIVISION; THENCE ON AN ASSUMED BEARING OF N00°08'07\"/>

DWG: F:\projects\012-1867\SVYO\Easements\012-1867_Sewer Easement_highway motel.dwg USER: jramirez
 DATE: Apr 01, 2015 4:21pm XREFS: 121867_pbase 0121867_xbase_SID Sewer 0110941_FP Hwy Motels

PROJECT NO: 2012-1867
 DRAWN BY: LJW
 DATE: 07/09/2014

U.S. HIGHWAY 281
 UTILITY EASEMENTS



201 East 2nd Street
 P.O. Box 1072
 Grand Island, NE 68902-1072
 TEL 308.394.8750
 FAX 308.384.8782

EXHIBIT
9



City of Grand Island

Tuesday, December 22, 2015

Council Session

Item F-1

#9569 - Consideration of Request to Rezone Property Located at 1325 E. Airport Road from TA Transitional Agriculture to M2 Heavy Manufacturing (Larry & Faye Zmek)

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

Staff Contact: Chad Nabity

ORDINANCE NO. 9569

An ordinance rezoning a certain tract of land within the zoning jurisdiction of the City of Grand Island; changing the land use classification of the all of Lot One (1) of Wilson's Subdivision and the adjoining rail road right of way in the Northwest Quarter of Section Three (3), Township Eleven (11) North, Range Nine (9) West of the 6th P.M. in Hall County, Nebraska from TA Transitional Agriculture to M2 Heavy Manufacturing; directing that such zoning change and classification be shown on the Official Zoning Map of the City of Grand Island pursuant to the provisions of Sections 36-44 and 36-51; and providing for publication and an effective date of this ordinance.

WHEREAS, the Regional Planning Commission on December 2, 2015, held a public hearing and made a recommendation on the proposed zoning of such area; and

WHEREAS, notice as required by Section 19-923, R.R.S. 1943, has been given to the Boards of Education of the school districts in Hall County, Nebraska; and

WHEREAS, after public hearing on December 22, 2015, the City Council found and determined the change in zoning is consistent with the comprehensive development plan and should be approved and made.

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

SECTION 1. The following tract of land is hereby rezoned, reclassified and changed from TA Transitional Agricultures to M2 Heavy Manufacturing:

Lot One (1) of Wilson's Subdivision and the adjoining rail road right of way in the Northwest Quarter of Section Three (3), Township Eleven (11) North, Range Nine (9) West of the 6th P.M. in Hall County, Nebraska.

| | |
|---------------------|-----------------|
| Approved as to Form | ▣ _____ |
| December 18, 2015 | ▣ City Attorney |

ORDINANCE NO. 9569 (Cont.)

SECTION 2. That the Official Zoning Map of the City of Grand Island, Nebraska, as established by Sections 36-44 and 36-51 of the Grand Island City Code be, and the same is, hereby ordered to be changed, amended, and completed in accordance with this ordinance.

SECTION 3. That 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: December 22, 2015.

Jeremy L. Jensen, Mayor

Attest:

Nicki Stoltenberg
Assistant to the City Administrator



City of Grand Island

Tuesday, December 22, 2015

Council Session

Item F-2

#9570 – Consideration of Proposed Changes to the Salary Ordinance

Staff Contact: Aaron Schmid, Human Resources Director

Council Agenda Memo

From: Aaron Schmid, Human Resources Director
Meeting: December 22, 2015
Subject: Salary Ordinance
Presenter(s): Aaron Schmid, Human Resources Director

Background

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

Discussion

On January 1, 2016, the Nebraska minimum wage will increase from the current \$8.00 per hour to \$9.00 per hour. City of Grand Island classifications impacted by this change include; Library Page, Seasonal Worker and Temporary Worker. The minimum wage change has already been accounted for in the 2015-2016 budget.

The second item is to rename the Building and Planning Secretary positions to Administrative Assistants. This item was originally mentioned in the 2015-2016 budget planning process with intent to further review and bring back to council at a later date. Reviews of the positions indicate the duties and responsibilities more accurately match those of administrative assistant positions.

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 Salary Ordinance #9570.

Sample Motion

Move to approve Salary Ordinance #9570.



NEBRASKA
DEPARTMENT OF LABOR

NEBRASKA MINIMUM WAGE

Effective **January 1, 2015**
through **December 31, 2015**

Effective **January 1, 2016**

\$8.00 Per hour

\$9.00 Per hour

| <u>NOTICE TO EMPLOYEES</u> | <u>MINIMUM WAGE RATES</u> | <u>DEFINITIONS</u> | | |
|---|--|--|---|--|
| <p>Pursuant to and by virtue of authority vested in it by Chapter 48, Article 12, Section 48-1201 to 48-1209, Revised Statutes of Nebraska 1943, and Revised Statutes Supplement 2007 it is declared to be the policy of this state to:</p> <ol style="list-style-type: none"> 1. Establish a minimum wage for all workers at levels consistent with their health, efficiency and general well-being, and 2. Safeguard existing minimum wage compensation standards which are adequate to maintain the health, efficiency and general well-being of workers against the unfair competition of wage and hour standards which do not provide adequate standards of living. | <p>Every employer as defined, shall pay to each employee effective January 1, 2015, wages at the minimum rate As Stated Above.</p> <p>\$2.13 Per hour: (to waitresses and waiters) provided that employee's wages and gratuities equal or exceed applicable rate as stated above.</p> <p>A Training Wage of 75% of the federal minimum wage may be paid to new employees under age 20 for the first 90 consecutive calendar days of employment</p> <p>Upon approval by the Commissioner of Labor, employers may pay the training wage rate for an additional 90 days provided the employee is participating in an on-the-job training program.</p> <p>*Student-learners employed in a bona fide vocational training program may be paid special hourly rates of no less than 75% of the above applicable rates.</p> | <ol style="list-style-type: none"> 1. Employ shall include to permit to work. 2. Employer shall include any individual, partnership, limited liability company, association, corporation, business trust, legal representative or any organized group of persons employing four or more employees at any one time except for seasonal employment of not more than twenty weeks in any calendar year, acting directly or indirectly in the interest of an employer in relation to an employee. 3. Employee shall include any individual employed by an employer. 4. Wages shall mean all remuneration for personal services, including commissions and bonuses and the cash value of all remunerations in any medium other than cash. | | |
| <h2><u>EXEMPTIONS</u></h2> <table border="0" style="width: 100%;"> <tr> <td style="width: 50%; vertical-align: top;"> <p>A. Any individual employed in agriculture;</p> <p>B. Any individual employed as a baby sitter in or about a private home;</p> <p>C. Any individual employed in a bona fide executive, administrative, or professional capacity, or as a superintendent or supervisor;</p> <p>D. Any individual employed by the United States, or by the state or any political subdivision thereof;</p> <p>E. Any individual engaged in the activities of an educational, charitable, religious, or nonprofit organization when the employer-employee relationship does not in fact exist or when the services rendered to such organization are on a voluntary basis;</p> </td> <td style="width: 50%; vertical-align: top;"> <p>F. Apprentices and learners otherwise provided by law;</p> <p>G. Veterans in training under supervision of the United States Department of Veterans Affairs;</p> <p>H. A child in the employment of his or her parent or a parent in the employment of his or her child; or</p> <p>I. Any person who, directly or indirectly, is receiving any form of federal, state, county, or local aid or welfare and who is physically or mentally disabled and employed in a program of rehabilitation, who shall receive a wage at a level consistent with his or her health, efficiency, and general well-being.</p> </td> </tr> </table> | | | <p>A. Any individual employed in agriculture;</p> <p>B. Any individual employed as a baby sitter in or about a private home;</p> <p>C. Any individual employed in a bona fide executive, administrative, or professional capacity, or as a superintendent or supervisor;</p> <p>D. Any individual employed by the United States, or by the state or any political subdivision thereof;</p> <p>E. Any individual engaged in the activities of an educational, charitable, religious, or nonprofit organization when the employer-employee relationship does not in fact exist or when the services rendered to such organization are on a voluntary basis;</p> | <p>F. Apprentices and learners otherwise provided by law;</p> <p>G. Veterans in training under supervision of the United States Department of Veterans Affairs;</p> <p>H. A child in the employment of his or her parent or a parent in the employment of his or her child; or</p> <p>I. Any person who, directly or indirectly, is receiving any form of federal, state, county, or local aid or welfare and who is physically or mentally disabled and employed in a program of rehabilitation, who shall receive a wage at a level consistent with his or her health, efficiency, and general well-being.</p> |
| <p>A. Any individual employed in agriculture;</p> <p>B. Any individual employed as a baby sitter in or about a private home;</p> <p>C. Any individual employed in a bona fide executive, administrative, or professional capacity, or as a superintendent or supervisor;</p> <p>D. Any individual employed by the United States, or by the state or any political subdivision thereof;</p> <p>E. Any individual engaged in the activities of an educational, charitable, religious, or nonprofit organization when the employer-employee relationship does not in fact exist or when the services rendered to such organization are on a voluntary basis;</p> | <p>F. Apprentices and learners otherwise provided by law;</p> <p>G. Veterans in training under supervision of the United States Department of Veterans Affairs;</p> <p>H. A child in the employment of his or her parent or a parent in the employment of his or her child; or</p> <p>I. Any person who, directly or indirectly, is receiving any form of federal, state, county, or local aid or welfare and who is physically or mentally disabled and employed in a program of rehabilitation, who shall receive a wage at a level consistent with his or her health, efficiency, and general well-being.</p> | | | |

For further information regarding the Nebraska Wage and Hour Act, contact the Nebraska Department of Labor at the following address.

550 South 16th Street, Lincoln, NE 68508, Telephone: 402-471-2239

dol.nebraska.gov

Keep posted in a conspicuous place.

Equal Opportunity Program/Employer
TDD: 800.833.7352

Auxiliary aids and services are available upon request to individuals with disabilities.



ADMINISTRATIVE ASSISTANT

DEPARTMENT: Building Department

CLASSIFICATION: Non-Exempt

DIVISION:

JOB CLASS: 1030

DEFINITION

Perform a variety of responsible, confidential and complex administrative duties for the Building Department; act as liaison between corresponding department and others; and provide information and assistance to the public.

SUPERVISION RECEIVED AND EXERCISED

Receives general supervision from the Building Department Director.

May provide functional or technical supervision over subordinate clerical staff.

ESSENTIAL FUNCTIONS

Screen calls, visitors, and mail; perform errands for immediate supervisor; respond to sensitive requests for information and assistance; provide general information and assistance to City staff and the public; research information.

Participate and assist in the administration of the office to which assigned; research, compile, analyze, and summarize data for special projects and various comprehensive reports; prepare or direct the preparation of various administrative reports; process and check reports for accuracy; send out reports as required.

Prepare requisitions; process purchase orders for department; issue purchase orders to vendors; prepare claims for payment.

Assist in coordinating municipal activities among two or more City departments or offices; coordinate the flow of paperwork between departmental and divisional levels.

Perform a wide variety of complex, responsible, and confidential duties for immediate supervisor; compose and prepare letters, memorandums, bid specifications, travel reimbursement requests, news articles and other material as required by respective department; order and maintain office supplies as required; produce advertising or promotional materials as required.

Maintain appointment schedules and calendars; arrange meetings and conferences as required; plan refreshments for meetings and conferences; post notices of public meetings.

Initiate and maintain a variety of files and records for information including purchase orders, patron registration, payroll, budget, and personnel records; maintain manuals, update resource materials and departmental roster as required.

Attend various meetings; may serve as Secretary to a board or commission; prepare and compile the agenda and

assemble background materials; transcribe minutes of the meetings, and perform related support services.

Prepare and verify a wide variety of reports, letters, memos and statistical charts; compose general correspondence related to responsibilities assigned.

Assist in preparing, coordinating and monitoring the assigned budget; compile annual budget requests; may count and record revenues collected and prepare deposit.

Maintain and prepare Departmental monthly billing to licensed contractors.

Maintain license registration and insurance certificates for contractors within jurisdiction.

Operate a variety of office equipment including a computer; perform routine maintenance on office equipment; input and retrieve data and test; organize and maintain computer information storage and filing.

Maintain a variety of personnel records and files including vacation and medical leave requests, workers' compensation files, and payroll records.

Display honest, trustworthy, and ethical behavior when dealing with internal and external customers.

Establish and maintain cooperative working relationships with those contacted in the course of work.

Regular attendance that is punctual and dependable is required.

Perform related duties as assigned.

QUALIFICATIONS

Knowledge of:

Basic mathematical principles.

Principles and practices of word processing, spreadsheet and database maintenance.

Standardized Microsoft Office products.

Principles and procedures of record keeping and reporting.

English usage, spelling, grammar and punctuation.

Modern office practices, procedures and equipment.

Basic procedures and techniques of budget preparation and accounting.

Principles and techniques of business letter writing.

Ability to:

Perform responsible and difficult secretarial work involving the use of independent judgment and personal initiative.

Learn, interpret and apply Federal, State, local and department policies, procedures, laws and regulations.

Research, compile, analyze, interpret and prepare a variety of budget, personnel and administrative reports.

Maintain confidential data and information for executive staff.

Independently prepare routine correspondence and memorandums.

Operate a variety of modern office equipment including a computer.

Type at a speed necessary for successful job performance.

Implement and maintain standard filing and accounting systems.

Assist in preparing and monitoring a budget.

Communicate clearly and concisely, both orally and in writing.

License or Certification:

None required.

EXPERIENCE AND TRAINING GUIDELINES

Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Experience:

Two years of increasingly responsible secretarial and clerical experience.

Training:

Equivalent to the completion of the twelfth grade supplemented by specialized secretarial and clerical training.

PHYSICAL REQUIREMENTS

Activities:

| | |
|-------------------|------------|
| Sitting | Frequent |
| Standing | Occasional |
| Walking | Frequent |
| Reaching | Occasional |
| Climbing Stairs | Occasional |
| Bending | Occasional |
| Squatting | Occasional |
| Kneeling | Occasional |
| Twist/Turn | Occasional |
| Simple Grasping | Occasional |
| Fine Manipulation | Frequent |
| Handling | Occasional |

Lifting

Waist Level 20#
Chair to Floor 20#
Above Shoulder 20#

Push/Pull 20#

Carry

Right 20# Occasional
Left 20# Occasional

Use of Feet

Left
Right

Foot Controls

Not at all
Not at all

ORDINANCE NO. 9570

An ordinance to amend Ordinance 9560 known as the Salary Ordinance which lists the currently occupied classifications of officers and employees of the City of Grand Island, Nebraska and established the ranges of compensation of such officers and employees; ~~to rename the IBEW Service/Clerical position of Stormwater Technician to Stormwater Program Manager;~~ ~~to amend the shift differential for the IBEW Service/Clerical position of Public Safety Dispatcher;~~ ~~to amend the shift differential for the non-union position of Senior Public Safety Dispatcher~~ to amend the salary ranges for the non-union position of Library Page, Seasonal Worker and Temporary Worker to comply with the 2016 Nebraska minimum wage; to rename the IBEW Service Clerical position of Building Secretary to Administrative Assistant; to rename the IBEW Service Clerical position of Planning Secretary to Administrative Assistant; and to repeal those portions of Ordinance No. 9560 and any parts of other ordinances in conflict herewith; to provide for severability; to provide for the effective date thereof; and to provide for publication of this ordinance in pamphlet form.

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

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

| Classification | Hourly Pay Range Min/Max | Overtime Eligibility |
|-------------------------------------|-----------------------------|-------------------------|
| Accountant | 23.5633/33.7228 | Exempt |
| Accounting Technician – Solid Waste | 19.5260/23.5936 | 40 hrs/week |

Approved as to Form _____
 City Attorney

ORDINANCE NO. 9570 (Cont.)

| Classification | Hourly Pay Range Min/Max | Overtime Eligibility |
|---|-------------------------------------|---------------------------------|
| Assistant to the City Administrator | 22.9200/32.2648 | Exempt |
| Assistant Finance Director | 32.9968/47.6559 | Exempt |
| Assistant Public Works Director / Manager of Engineering Services | 34.0370/51.6755 | Exempt |
| Assistant Utilities Director – Distribution | 48.7903/69.3328 | Exempt |
| Assistant Utilities Director – Production | 52.8344/75.1064 | Exempt |
| Assistant Utilities Director – Transmission | 52.8344/75.1064 | Exempt |
| Attorney | 29.3208/45.2405 | Exempt |
| Biosolids Technician | 18.5804/27.3972 | 40 hrs/week |
| Building Department Director | 34.3474/50.2154 | Exempt |
| CADD Operator | 21.0997/30.3529 | 40 hrs/week |
| Cemetery Superintendent | 21.3846/33.6384 | Exempt |
| City Administrator | 69.4139/81.0483 | Exempt |
| City Attorney | 41.5086/59.8505 | Exempt |
| City Clerk | 28.7959/41.4076 | Exempt |
| Civil Engineer I | 28.4483/41.1268 | Exempt |
| Civil Engineer II | 32.9968/47.6559 | Exempt |
| Civil Engineering Manager – Utility PCC | 35.9394/53.7496 | Exempt |
| Collection System Supervisor | 23.5416/33.4641 | 40 hrs/week |
| Community Service Officer | 15.0188/21.2122 | 40 hrs/week |
| Custodian – Library, Police | 13.7301/19.7513 | 40 hrs/week |
| Customer Service Representative – Part time | 9.0721/13.6081 | 40 hrs/week |
| Customer Service Team Leader | 19.8856/27.1643 | Exempt |
| Electric Distribution Superintendent | 36.9413/50.3850 | Exempt |
| Electric Distribution Supervisor | 31.1960/42.5738 | 40 hrs/week |
| Electric Underground Superintendent | 32.8985/44.8796 | Exempt |
| Electrical Engineer I | 28.4483/41.1268 | Exempt |
| Electrical Engineer II | 32.9968/47.6559 | Exempt |
| Emergency Management Deputy Director | 24.4553/36.9584 | Exempt |
| Emergency Management Director | 34.8053/52.5845 | Exempt |
| Engineer I – Public Works | 30.9998/43.6156 | Exempt |
| Engineer I – WWTP | 30.9998/43.6156 | Exempt |
| Engineering Technician - WWTP | 20.5756/29.0698 | 40 hrs/week |
| Equipment Operator - Solid Waste | 17.6593/26.2408 | 40 hrs/week |
| Finance Director | 40.3733/63.5433 | Exempt |
| Finance Operations Supervisor | 21.4328/30.3065 | Exempt |

ORDINANCE NO. 9570 (Cont.)

| Classification | Hourly Pay Range Min/Max | Overtime Eligibility |
|--|--|---------------------------------|
| Fire Chief | 38.9843/61.0493 | Exempt |
| Fire EMS Division Chief | 34.5645/48.9259 | Exempt |
| Fire Operations Division Chief | 34.5645/48.9259 | Exempt |
| Fire Prevention Division Chief | 34.4808/46.9413 | Exempt |
| Fleet Services Shop Foreman | 23.2034/34.9990 | 40 hrs/week |
| GIS Coordinator - PW | 25.8244/39.2199 | 40 hrs/week |
| Golf Course Superintendent | 24.8718/35.8958 | Exempt |
| Grounds Management Crew Chief – Cemetery | 19.0220/30.1640 | 40 hrs/week |
| Grounds Management Crew Chief – Parks | 20.0248/30.3237 | 40 hrs/week |
| Human Resources Director | 35.1215/52.0396 | Exempt |
| Human Resources Benefits/Risk Mgmt Coordinator | 20.8994/33.9014 | 40 hrs/week |
| Human Resources Recruiter | 20.8994/33.9014 | 40 hrs/week |
| Human Resources Specialist | 20.8994/33.9014 | 40 hrs/week |
| Information Technology Manager | 34.8074/55.1841 | Exempt |
| Legal Secretary | 20.6847/27.9549 | 40 hrs/week |
| Librarian I | 18.7455/26.3274 | Exempt |
| Librarian II | 20.7590/29.5255 | Exempt |
| Library Assistant I | 12.6595/18.2957 | 40 hrs/week |
| Library Assistant II | 15.6447/22.1478 | 40 hrs/week |
| Library Assistant Director | 31.5904/49.4024 | Exempt |
| Library Director | 39.7504/58.9620 | Exempt |
| Library Page | 8.2000/11.6159 9.0000/12.4159 | 40 hrs/week |
| Library Secretary | 15.7519/22.3860 | 40 hrs/week |
| Maintenance Worker – Golf | 15.6208/24.9970 | 40 hrs/week |
| Meter Reader Supervisor | 19.2174/28.0738 | Exempt |
| MPO Program Manager | 24.7948/36.8559 | Exempt |
| Office Manager – Police Department | 17.9564/26.4955 | 40 hrs/week |
| Parks and Recreation Director | 38.4511/60.0943 | Exempt |
| Parks Superintendent | 27.2713/41.6346 | Exempt |
| Payroll Specialist | 18.7997/28.1091 | 40 hrs/week |
| Planning Director | 37.6723/57.6708 | Exempt |
| Police Captain | 34.9429/49.7333 | Exempt |
| Police Chief | 42.1654/61.0493 | Exempt |
| Power Plant Maintenance Supervisor | 31.5808/44.6375 | Exempt |
| Power Plant Operations Supervisor | 35.6296/50.2981 | Exempt |

ORDINANCE NO. 9570 (Cont.)

| Classification | Hourly Pay Range Min/Max | Overtime Eligibility |
|--|--|---------------------------------|
| Power Plant Superintendent – Burdick | 38.2626/54.3581 | Exempt |
| Power Plant Superintendent – PGS | 44.1110/62.6376 | Exempt |
| Public Information Officer | 26.1389/39.4498 | Exempt |
| Public Works Director | 40.8216/63.4845 | Exempt |
| Public Works Engineer | 32.3635/46.7971 | Exempt |
| Receptionist | 15.7641/24.1323 | 40 hrs/week |
| Recreation Coordinator | 20.5951/30.9711 | Exempt |
| Recreation Superintendent | 31.4938/47.9823 | Exempt |
| Regulatory and Environmental Manager | 31.0686/45.7759 | Exempt |
| Senior Electrical Engineer | 36.1078/52.1496 | Exempt |
| Senior Public Safety Dispatcher | 18.8259/24.8656 | 40 hrs/week |
| Senior Utility Secretary | 16.0493/22.9174 | 40 hrs/week |
| Shooting Range Superintendent | 25.2951/39.5535 | Exempt |
| Solid Waste Division Clerk - Full Time | 18.6018/22.8997 | 40 hrs/week |
| Solid Waste Division Clerk - Part Time | 16.5628/20.7941 | 40 hrs/week |
| Solid Waste Foreman | 21.2589/30.4054 | 40 hrs/week |
| Solid Waste Superintendent | 30.2660/46.2916 | Exempt |
| Street Superintendent | 27.9816/42.5650 | Exempt |
| Street Foreman | 22.6046/34.1031 | 40 hrs/week |
| Turf Management Specialist | 22.3531/31.6433 | 40 hrs/week |
| Utilities Director | 72.3810/96.4843 | Exempt |
| Utility Production Engineer | 36.9261/54.4330 | Exempt |
| Utility Warehouse Supervisor | 25.1009/35.8566 | 40 hrs/week |
| Victim Assistance Unit Coordinator | 14.8356/22.1980 | 40 hrs/week |
| Victim/Witness Advocate | 13.5989/20.3476 | 40 hrs/week |
| Wastewater Plant Chief Operator | 23.0656/31.4978 | 40 hrs/week |
| Wastewater Plant Engineer | 33.6168/48.9736 | Exempt |
| Wastewater Plant Operations Engineer | 32.3635/46.2278 | Exempt |
| Wastewater Plant Maintenance Supervisor | 24.9808/33.6386 | 40 hrs/week |
| Wastewater Plant Regulatory Compliance Manager | 26.5131/37.8945 | Exempt |
| Water Superintendent | 30.5735/45.3774 | Exempt |
| Water Supervisor | 24.1795/35.0998 | 40 hrs/week |
| Worker / Seasonal | 8.0000/20.0000 9.0000/20.0000 | Exempt |
| Worker / Temporary | 8.0000/20.0000 9.0000/20.0000 | 40 hrs/week |

ORDINANCE NO. 9570 (Cont.)

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

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

| Classification | Hourly Pay Range Min/Max | Overtime Eligibility |
|-------------------------------------|-----------------------------|-------------------------|
| Equipment Operator – Streets | 17.6592/26.1596 | 40 hrs/week |
| Fleet Services Mechanic | 19.8687/29.4370 | 40 hrs/week |
| Horticulturist | 19.6840/29.2153 | 40 hrs/week |
| Maintenance Worker – Cemetery | 16.9683/25.1576 | 40 hrs/week |
| Maintenance Worker – Parks | 16.7768/24.8881 | 40 hrs/week |
| Maintenance Worker – Streets | 16.6527/24.6864 | 40 hrs/week |
| Senior Equipment Operator – Streets | 19.0833/28.3039 | 40 hrs/week |
| Senior Maintenance Worker – Streets | 18.9955/28.1736 | 40 hrs/week |
| Traffic Signal Technician | 18.9078/28.0436 | 40 hrs/week |

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

ORDINANCE NO. 9570 (Cont.)

| Classification | Hourly Pay Range Min/Max | Overtime Eligibility |
|----------------------------------|-------------------------------------|---------------------------------|
| Accounting Clerk | 16.5539/21.9059 | 40 hrs/week |
| Cashier | 15.4142/21.0044 | 40 hrs/week |
| Custodian | 16.8533/19.9014 | 40 hrs/week |
| Electric Distribution Crew Chief | 32.2470/41.0121 | 40 hrs/week |
| Electric Underground Crew Chief | 32.2470/41.0121 | 40 hrs/week |
| Engineering Technician I | 19.7395/28.2435 | 40 hrs/week |
| Engineering Technician II | 24.4019/33.4582 | 40 hrs/week |
| Instrument Technician | 29.9500/39.5665 | 40 hrs/week |
| Lineworker Apprentice | 21.7042/31.8251 | 40 hrs/week |
| Lineworker First Class | 31.6997/37.4917 | 40 hrs/week |
| Materials Handler | 23.4211/31.3954 | 40 hrs/week |
| Meter Reader | 18.1497/23.6678 | 40 hrs/week |
| Meter Technician | 24.4611/30.2316 | 40 hrs/week |
| Payroll Clerk | 16.5539/21.9059 | 40 hrs/week |
| Power Dispatcher I | 28.4126/39.5046 | 40 hrs/week |
| Power Dispatcher II | 29.8421/41.4857 | 40 hrs/week |
| Power Plant Maintenance Mechanic | 28.9972/36.1069 | 40 hrs/week |
| Power Plant Operator | 31.7732/37.0102 | 40 hrs/week |
| Senior Accounting Clerk | 18.5174/24.2563 | 40 hrs/week |
| Senior Engineering Technician | 31.7854/38.8983 | 40 hrs/week |
| Senior Materials Handler | 28.3828/37.0215 | 40 hrs/week |
| Senior Meter Reader | 21.4958/25.5129 | 40 hrs/week |
| Senior Power Dispatcher | 35.5564/48.7934 | 40 hrs/week |
| Senior Power Plant Operator | 34.8313/44.6525 | 40 hrs/week |
| Senior Substation Technician | 38.6369/40.0443 | 40 hrs/week |
| Senior Water Maintenance Worker | 23.7409/31.2614 | 40 hrs/week |
| Substation Technician | 35.7676/37.1874 | 40 hrs/week |
| Systems Technician | 31.5213/40.0443 | 40 hrs/week |
| Tree Trim Crew Chief | 29.0629/36.0920 | 40 hrs/week |
| Utility Electrician | 27.8916/36.6549 | 40 hrs/week |
| Utility Technician | 26.9776/37.9478 | 40 hrs/week |
| Utility Warehouse Clerk | 21.0186/25.9320 | 40 hrs/week |
| Water Maintenance Worker | 19.4013/26.8300 | 40 hrs/week |
| Wireworker I | 22.8595/32.3233 | 40 hrs/week |
| Wireworker II | 31.6997/37.4917 | 40 hrs/week |

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

| Classification | Hourly Pay Range Min/Max | |
|-----------------------|-------------------------------------|--|
| Police Officer | 20.3647/31.1988 | |
| Police Sergeant | 25.4884/38.2746 | |

OVERTIME ELIGIBILITY

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

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not be subtracted from the Training and Special Events bank. All work completed after eighty (80) hours in a pay period that is performed for work that is funded by grants from parties outside or other than the City of Grand Island, shall be paid overtime for the time worked after eighty (80) hours, if the time is funded at overtime rates by the grant. Any such grant hours are not deducted from the Training and Special Events bank.

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

| Classification | Hourly Pay Range Min/Max | Overtime Eligibility |
|-------------------------|-------------------------------------|---------------------------------|
| Fire Captain | 19.3620/26.8470 | 212 hrs/28 days |
| Firefighter / EMT | 14.5913/21.1752 | 212 hrs/28 days |
| Firefighter / Paramedic | 16.4433/23.2233 | 212 hrs/28 days |
| Life Safety Inspector | 22.1598/31.4421 | 40 hrs/week |
| Shift Commander | 23.4973/30.7513 | 212 hrs/28 days |

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

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

ORDINANCE NO. 9570 (Cont.)

included under the IBEW-WWTP labor agreement shall work prior to overtime eligibility are as follows:

| Classification | Hourly Pay Range Min/Max | Overtime Eligibility |
|--|-------------------------------------|---------------------------------|
| Accounting Technician – WWTP | 16.6792/23.4693 | 40 hrs/week |
| Equipment Operator – WWTP | 17.6458/24.8295 | 40 hrs/week |
| Maintenance Mechanic I | 18.0428/25.3881 | 40 hrs/week |
| Maintenance Mechanic II | 20.5493/28.9150 | 40 hrs/week |
| Maintenance Worker – WWTP | 18.3529/25.8245 | 40 hrs/week |
| Wastewater Clerk | 14.2480/20.0481 | 40 hrs/week |
| Wastewater Plant Laboratory Technician | 19.3409/27.2145 | 40 hrs/week |
| Wastewater Plant Operator I | 16.8551/23.7171 | 40 hrs/week |
| Wastewater Plant Operator II | 18.8456/26.5178 | 40 hrs/week |

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

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

| Classification | Hourly Pay Range Min/Max | Overtime Eligibility |
|----------------------------------|-------------------------------------|---------------------------------|
| Accounting Technician – Streets | 17.6953/23.6213 | 40 hrs/week |
| Accounts Payable Clerk | 16.5436/23.9354 | 40 hrs/week |
| Administrative Assistant | 17.9647/25.7664 | 40 hrs/week |
| Administrative Assistant - Parks | 17.4699/24.8277 | 40 hrs/week |

ORDINANCE NO. 9570 (Cont.)

| | | |
|--|---------------------------------|-----------------------------|
| Audio Video Technician | 17.9640/25.3425 | 40 hrs/week |
| Building Inspector | 21.1769/30.0475 | 40 hrs/week |
| Building Secretary | 16.2724/23.1257 | 40 hrs/week |
| Community Development Administrator | 19.5714/28.1399 | 40 hrs/week |
| Community Development Specialist | 17.9647/25.7664 | 40 hrs/week |
| Computer Operator | 21.6171/28.4170 | 40 hrs/week |
| Computer Programmer | 23.2129/34.0191 | 40 hrs/week |
| Computer Technician | 22.2655/29.2700 | 40 hrs/week |
| Crime Analyst | 19.7328/28.0138 | 40 hrs/week |
| Electrical Inspector | 21.1769/30.0475 | 40 hrs/week |
| Emergency Management Coordinator | 17.4699/24.8277 | 40 hrs/week |
| Engineering Technician – Public Works | 20.8417/29.3937 | 40 hrs/week |
| Evidence Technician | 15.9999/23.4138 | 40 hrs/week |
| Finance Secretary | 16.2724/23.1258 | 40 hrs/week |
| GIS Coordinator | 25.2853/35.4803 | 40 hrs/week |
| Maintenance Worker I – Building, Library | 16.1251/21.8229 | 40 hrs/week |
| Maintenance Worker II – Building, Police | 16.9931/23.0359 | 40 hrs/week |
| Planning Secretary | 16.2724/23.1258 | 40 hrs/week |
| Planning Technician | 22.3861/31.4963 | 40 hrs/week |
| Plans Examiner | 21.6952/30.7830 | 40 hrs/week |
| Plumbing Inspector | 21.1769/30.0475 | 40 hrs/week |
| Police Records Clerk – Full Time | 14.5968/20.3181 | 40 hrs/week |
| Public Safety Dispatcher | 16.0865/23.4979 | 40 hrs/week |
| Shooting Range Operator | 22.2151/30.1130 | 40 hrs/week |
| Stormwater Program Manager | 21.0996/29.7575 | 40 hrs/week |
| Utility Secretary | 16.2724/23.1258 | 40 hrs/week |

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

ORDINANCE NO. 9570 (Cont.)

IBEW Utilities labor agreement in the employee classifications of Power Dispatcher I, Power Dispatcher II, Power Plant Operator, Senior Power Dispatcher and Senior Power Plant Operator.

SECTION 8. The classification of employees included under labor agreements with the City of Grand Island, and the ranges of compensation (salary and wages, excluding shift differential as provided by contract) to be paid for such classifications, and the number of hours and work period which certain such employees shall work prior to overtime eligibility are as stated above. All employees covered by the IAFF labor agreement, except Life Safety Inspector, will be credited five hundred twenty-five dollars (\$525) annual credit to be used for the purchase of the uniform item purchases as needed. New hires will receive four hundred dollars (\$400) credit for the purchase of initial uniforms. After probation they shall receive an additional five hundred dollars (\$500) for the purchase of a Class A uniform or other items as necessary. All employees of the FOP labor agreement shall be paid a clothing and uniform allowance in addition to regular salary of \$25.00 per pay period. If any such employee covered by the FOP labor agreements shall resign, or his or her employment be terminated for any reason whatsoever, the clothing allowance shall be paid on a prorata basis, but no allowance shall be made for a fraction of a month. New employees covered by the IBEW – Utilities labor agreement who are required to wear full fire retardant (FR) clothing will be eligible for a one-time reimbursement up to \$1,200 to purchase or rent required uniforms. All other employees required to wear full FR clothing will be eligible for reimbursement up to \$600 annually. The non-union position of Meter Reader Supervisor who are required to wear full fire retardant clothing will be eligible for an annual stipend of \$600 to purchase or rent required uniforms. Those employees who are required to wear partial fire retardant clothing will be eligible for an annual stipend of \$350. Employees will be reimbursed for said purchases with a receipt showing proof of purchase.

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

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

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

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

Utilities Department personnel in the IBEW bargaining unit and the classifications of Meter Reader Supervisor, Power Plant Superintendent, Power Plant Supervisor, Electric Distribution Superintendent, Electric Distribution Supervisor, Water Superintendent, Water Supervisor, and Electric Underground Superintendent shall be eligible to participate in a voluntary uniform program providing an allowance up to \$18.00 per month. When protective clothing is required for Utilities Department and Wastewater Treatment Plant personnel covered

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by the IBEW labor agreements and employees covered by the AFSCME labor agreement, except the Fleet Services Division of the Public Works Department, the City shall pay 60% of the actual cost of providing and cleaning said clothing and the employees 40% of said cost. Full-time Fleet Services personnel shall receive a uniform allowance of \$12 biweekly. Public Works Department personnel in the job classifications of Fleet Services Shop Foreman and Fleet Services Mechanic shall receive a tool allowance of \$15 biweekly. The City will reimburse 60% of the actual cost of providing up to 2 pairs of steel toe or safety toe boots that meets the ANSI standard per contract year for employees covered by the IBEW Wastewater Treatment Plant labor agreement.

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

(A) All employees covered in the IBEW Utilities labor agreements shall be paid for forty-seven percent (47%) of their accumulated medical leave at the time of their retirement, early retirement, or death, not to exceed four hundred eighty-eight and one third hours (calculated at $47\% \times 1,039 \text{ hours} = 488.33 \text{ hours}$), the rate of compensation to be based on the employee's salary at the time of retirement or death. Employees covered in the IAFF labor agreement, with the exception of Life Safety Inspector, shall have a contribution to a VEBA made on their behalf in lieu of payment for thirty-eight percent (38%) of their accumulated medical leave at the time of their retirement, not to exceed five hundred ninety-eight and eighty-eight hundredths hours (calculated at $38\% \times 1,576 \text{ hours} = 598.88 \text{ hours}$). The Life Safety Inspector shall have a contribution to a VEBA made on their behalf in lieu of payment for fifty percent (50%) of their accumulated medical leave at the time of their retirement, not to exceed five hundred forty-two hours (calculated at $50\% \times 1,084 = 542$). The amount of

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ORDINANCE NO. 9570 (Cont.)

contribution will be based upon the employee's salary at the time of retirement. Employees covered by the IBEW Service/Clerical, IBEW Finance, and IBEW Wastewater Treatment Plant labor agreements shall have a contribution to a VEBA made on their behalf in lieu of payment for twenty-five percent (25%) of their accumulated medical leave at the time of retirement or death, based on the employee's salary at the time of retirement not to exceed 334.75 hours (calculated at $25\% \times 1,339 \text{ hours} = 334.75 \text{ hours}$.) Non-union employees shall have a contribution to a VEBA made on their behalf in lieu of payment for fifty percent (50%) of their accumulated medical leave at the time of their retirement, not to exceed five hundred forty-two hours (calculated at $50\% \times 1,084 = 542$). The amount of contribution will be based upon the employee's salary at the time of retirement. Employees hired before October 1, 2014 covered by the AFSCME labor agreement shall be paid thirty-five (35%) of their accumulated medical leave bank at the time of their retirement, based on the employee's salary at the time of retirement not to exceed four hundred sixty-eight and sixty-five hundredths hours (calculated at $35\% \times 1339 \text{ hours} = 468.65 \text{ hours}$). Employees hired on or after October 1, 2014, covered by the AFSCME labor agreement will not receive compensation at retirement for unused medical leave. All employees covered under the FOP labor agreement shall be paid thirty-seven and one-half percent (37.5%) of their accumulated medical leave bank at the time of their retirement, not to exceed four hundred eighty hours (calculated at $37.5\% \times 1,280 \text{ hours} = 480 \text{ hrs.}$), based on the employee's salary at the time of retirement. If death occurs while in the line of duty, employees covered under the FOP labor agreement shall be paid fifty percent (50%) of their accumulated medical leave

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bank at the time of their death, not to exceed six hundred forty hours (50% x 1,280 hours = 640 hrs.), based on the employee's salary at the time of their death.

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

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

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

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

ORDINANCE NO. 9570 (Cont.)

SECTION 12. The adjustments identified herein shall be effective on the date of passage and publication in pamphlet form in one issue of the Grand Island Independent as provided by law [effective January 1, 2016](#).

SECTION 13. Those portions of Ordinance No. 9560 and all other parts of ordinances in conflict herewith be, and the same are, hereby repealed.

Enacted: December 22, 2015

Jeremy L. Jensen, Mayor

Attest:

Nicki Stoltenberg
Assistant to the City Administrator



City of Grand Island

Tuesday, December 22, 2015

Council Session

Item G-1

Approving Minutes of December 8, 2015 City Council Regular Meeting

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING

December 8, 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 December 8, 2015. Notice of the meeting was given in *The Grand Island Independent* on December 2, 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, Assistant City Attorney Stacy Nonhof, and Public Works Director John Collins.

Mayor Jensen introduced Community Youth Council member Rebecca Peterson.

INVOCATION was given by Monte Galvan, 4116 Texas Avenue followed by the PLEDGE OF ALLEGIANCE.

PRESENTATIONS AND PROCLAMATIONS:

Jefferson Elementary School to Sing Christmas Carols. Approximately 25 students from the 3rd through the 5th grades from Jefferson Elementary School sang Christmas carols under the direction of music instructor Emily Roemmich.

SPECIAL ITEMS:

Election of City Council President. City Clerk RaNae Edwards reported that the City Council was required to elect one Councilmember to the office of Council President for a term of one year and that the Council President automatically assumed the duties of the Mayor in the event that the Mayor was absent or otherwise unable to fulfill his duties. Nebraska law allows the election of the Council President to be by secret ballot. The total number of votes for each candidate; however, must be stated and recorded in the Minutes. Past practice has included a run-off election between the top two nominees, if necessary. The City Clerk prepared and distributed ballots.

Councilmember Hehnke nominated Councilmember Donaldson. Councilmember Paulick nominated Councilmember Haase. There were no further nominations.

City Clerk RaNae Edwards called for the first ballot. It was reported that Councilmember Donaldson had received 5 votes and Councilmember Haase had received 4 votes. Mayor Jensen cast the sixth and deciding vote for Councilmember Donaldson. Mayor Jensen declared Councilmember Donaldson Council President for 2016.

Motion by Haase, second by Paulick to make a unanimous vote for Councilmember Donaldson for President for 2016. Upon roll call vote, all voted aye. Motion adopted.

ORDINANCES:

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

#9567 - Consideration of Vacation of the Remaining Portion of Washington Street;
Between 4th Street and North Front Street

#9568 - Consideration of Administrative Fees for Individual Fire Pension Accounts

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

#9567 - Consideration of Vacation of the Remaining Portion of Washington Street;
Between 4th Street and North Front Street

Public Works Director John Collins reported that Ordinance No. 9567 would vacate a portion of Washington Street between 4th Street and 5th Street at the request of the property owner. Staff recommended approval. Arnold Wenn, 2410 Overland Trail Court spoke in support.

Motion by Haase, second by Stelk to approve Ordinance #9567.

City Clerk: Ordinance #9567 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 #9567 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 second and final readings, Ordinance #9567 is declared to be lawfully adopted upon publication as required by law.

#9568 - Consideration of Administrative Fees for Individual Fire Pension Accounts

Interim Finance Director William Clingman reported that Ordinance #9568 would allow the Council to develop a schedule of investment costs for Fire Pension Accounts based on Neb. Rev. Stat. §16-1036.01 and City Attorney Opinion 2015-05.

Scott Kuehl, 1419 Independence Avenue, Phil Thomas, 1809 Elm Street, Aurora, NE, and Mike Nelson, 4168 New Mexico requested this item be referred to the Police and Fire Pension Committee for further review.

Motion by Haase, second by Hehnke to approve Ordinance #9568.

Comments were made that this ordinance would codify what the City was currently doing. Assistant City Attorney Stacy Nonhof stated the Police Department was not a part of this ordinance as their fees were set in state statutes.

Motion by Paulick, second by Nickerson to amend the motion to send this ordinance back to the Police and Fire Pension Committee for further review.

Mr. Clingman commented on the current RFP in process for the pension plans. Mayor Jensen commented on the administrative costs vs the ordinary costs which were provided by the City. Discussion was held regarding what was in State Statute and what was in the proposed ordinance.

Motion by Minton, second by Stelk to amend the amendment by adding that this item be brought back to Council on December 29, 2015. Upon roll call vote, Councilmembers Paulick, Steele, Minton, Fitzke, Donaldson, Hehnke, Stelk, and Nickerson voted aye. Councilmember Haase voted no. Motion adopted.

Upon roll call on the original amendment to send this to the Police and Fire Pension Committee for further review, Councilmembers Paulick, Steele, Minton, Fitzke, Donaldson, Hehnke, Stelk, and Nickerson voted aye. Councilmember Haase voted no. Motion adopted.

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

Approving Minutes of November 24, 2015 City Council Regular Meeting.

Approving Minutes of December 1, 2015 City Council Study Session.

Approving Liquor Manager Designation for Terry Fredrickson, 415 Eisenhower Drive for Huddle Lounge, 112 Kaufman Avenue.

#2015-330 - Approving Purchase of Cooling Tower Chemicals for Platte Generation Station from Water Engineering of Mead, NE in an Amount of \$0.86 per pound solution.

#2015-331 - Approving Change Order #5 for Air Quality Control System at Platte Generating Station with AMEC Kamtech, Inc. of Tucker, GA for a Deduction of \$220,000.00 and a Revised Contract Amount of \$42,790,551.37.

#2015-332 - Approving Amendment #1 to the Contract for Architectural Services for the Electric Service Center Building at 1116 W. North Front Street with JEO Architects of Grand Island, NE for Phase 2 in an Amount of \$99,000.00.

#2015-333 - Approving Letter of Intent with Invenergy for a Wind Project at a Wind Energy Project Complex in Nebraska.

#2015-334 - Approving Certification of Final Completion for 3rd Street and Wheeler Avenue Intersection Improvements; Paving Project No. 2015-P-2 & Water Main Improvements Project No. 2015-W-3 with The Diamond Engineering Company of Grand Island, NE.

#2015-335 - Approving Bid Award for One (1) Used Hydraulic Excavator for the Solid Waste Division of the Public Works Department from NMC of Doniphan, NE in an Amount of \$136,250.00.

#2015-336 - Approving State Bid Award for One (1) 2016 Dodge Grand Caravan for the Wastewater Division of the Public Works Department from Lincoln Dodge, Inc. dba Baxter of Lincoln, NE in an Amount of \$22,225.00.

#2015-337 - Approving Change Order No. 3 for Headworks Improvement Project No. WWTP-2013-1 with Garney Companies, Inc. of Gardner, KS for a Deduction of \$30,583.00 and a Revised Contract Amount of \$16,820,174.00.

#2015-338 - Approving Bid Award for One (1) 2017 Model 90,000 GVW Conventional Truck-Tractor for the Solid Waste Division of the Public Works Department from Hansen International Truck of Grand Island, NE in an Amount of \$100,000.00.

#2015-339 - Approving Medical Supplies Contract with Saint Francis Medical Center.

#2015-340 - Approving Physio-Control Lucas Device Maintenance Contract for 4 Years.

REQUEST AND REFERRALS:

Consideration of Forwarding Blighted and Substandard Area #19 (Mark Otto – Premier Home Sales) to the Hall County Regional Planning Commission. This item was pulled from the agenda at the request of the applicant.

PAYMENT OF CLAIMS:

Motion by Donaldson, second by Fitzke to approve the Claims for the period of November 25, 2015 through December 8, 2015, for a total amount of \$7,333,953.48. Unanimously approved.

ADJOURNMENT: The meeting was adjourned at 8:33 p.m.

RaNae Edwards
City Clerk



City of Grand Island

Tuesday, December 22, 2015

Council Session

Item G-2

Approving Councilmember Appointments to Boards and Commissions

Staff Contact: Mayor Jeremy Jensen

Council Agenda Memo

From: Mayor Jeremy Jensen
Meeting: December 22, 2015
Subject: Approving Councilmember Appointments to Boards and Commissions
Presenter(s): Mayor Jeremy Jensen

Background

It is customary each year for the Mayor to recommend appointments of Councilmember's to represent the City on various Boards and Commissions.

Discussion

The following appointments have been submitted by the Mayor for approval. These appointments will become effective immediately and will expire on December 31, 2016:

| | |
|--|------------------------------------|
| Animal Advisory Board: | Mitch Nickerson |
| Building Code Advisory: | Mike Paulick |
| Central District Health Board (<i>Term of 3 years</i>) | Jeremy Jones |
| Central NE Humane Society: | Jeremy Jones |
| Citizen Advisory Review Committee: | Linna Dee Donaldson |
| Community Development Advisory Board: | Michelle Fitzke |
| Community Redevelopment Authority: | Vaughn Minton |
| Downtown BID 2013: | Linna Dee Donaldson |
| Emergency Management/Communications: | Michelle Fitzke Mitch Nickerson |
| Firefighters Pension Committee: | Mark Stelk |

| | |
|---|--|
| Fonner Park BID 2013: <i>(So. Locust – Stolley to Fonner)</i> | Roger Steele |
| Grand Generation Board: | Mark Stelk |
| Heartland Events Center Board: | Roger Steele |
| Law Enforcement Co-Location Committee: | Vaughn Minton |
| Library Board: | Julie Hehnke |
| Metropolitan Planning Organization Policy Board: | Julie Hehnke Vaughn Minton Mike Paulick Chuck Haase |
| Police Pension Committee: | Mark Stelk |
| Problem Resolution Team: | Linna Dee Donaldson Mike Paulick |
| Regional Planning Commission: | Mitch Nickerson |
| South Locust Street BID 2013 <i>(So. Loucst – Hwy 34 to Stolley)</i> | Mike Paulick |
| Systems Information Advisory Committee <i>(City/County)</i> | Chuck Haase |

Alternatives

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

1. Move to approve the appointments of Councilmember's to Board and Commissions
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 recommendation of the Mayor.

Sample Motion

Move to approve the appointments of Councilmember's to the Boards and Commissions for 2016 as recommended by the Mayor.



City of Grand Island

Tuesday, December 22, 2015

Council Session

Item G-3

Approving Re-Appointments to the Electrical Board

The following individuals have expressed their willingness to serve on the City of Grand Island Electrical Board for the year 2016. Denise Kozel, Master Electrician; Kent Sundberg, Journeyman Electrician; Brady Blauhorn, Utility Department Representative; Terry Klanecky, General Public Representative; Kurt Griess and Craig Lewis, Building Department as Ex-Officio members. The above recommendations are made in compliance with the Grand Island City Code. These appointments would become effective January 1, 2016 upon approval by the City Council and would expire on December 31, 2016.

Staff Contact: Mayor Jeremy Jensen



Working Together for a Better Tomorrow. Today.

DATE: December 11, 2015
 TO: Mayor Jensen and City Council
 FROM: Craig A. Lewis, Building Department Director *CA*
 RE: Appointments to the Electrical Board

The following individuals have been contacted and have indicated their willingness to serve on the Electrical Board of the City of Grand Island for the year 2016.

| <u>Representing</u> | <u>Name/Address</u> | <u>Employed</u> |
|-------------------------------------|---|---|
| Master Electrician | Denise Kozel PO Box 2271 Grand Island, NE 68802 | Tri-City Electric |
| Journeyman Electrician | Kent Sundberg 605 G St Aurora NE 68818 | Middleton Electric |
| Utility Department | Brady Blauhorn 7773 S Alda Rd Alda, NE 68810 | City of G. I. |
| General Public | Terry Klanecky 2116 Topeka Circle Grand Island, NE 68803 | Crescent Electric |
| Building Inspection (Ex-Officio) | Kurt Griess 100 E 1 st St Grand Island NE 68801 | City of Grand Island Building Department |
| Building Inspection (Ex-Officio) | Craig Lewis 100 E 1 st St Grand Island, NE 68801 | City of Grand Island Building Department |

The above recommendations are made in compliance with the Grand Island Electrical Code and are contingent upon approval of the Mayor and the City Council.

City Hall • 100 East First Street • Box 1968 • Grand Island, Nebraska 68802-1968
 (308) 385-5325 • FAX: 385-5423 • www.grand-island.com



City of Grand Island

Tuesday, December 22, 2015

Council Session

Item G-4

Approving Re-Appointments to the Mechanical Examining Board

The following individuals have expressed their willingness to serve on the City of Grand Island Mechanical Examining Board for the year 2016. Mike McElroy, Master Mechanical; Loren Peterson, Local Gas Company Representative; Greg Geis, Contracting Mechanical; Mike Myers, Master Mechanical; Todd Bredthauer, Journeyman Mechanical; Tom O'Neill, Community Member; Russ Shaw Craig Lewis, Building Department as Ex-Officio members. The above recommendation is made in compliance with the Grand Island City Code and approval is requested. These appointments would become effective January 1, 2016 upon approval by the City Council and would expire on December 31, 2016.

Staff Contact: Mayor Jeremy Jensen



*Working Together for a
Better Tomorrow. Today.*

DATE: December 11, 2015
 TO: Mayor Jensen and City Council
 FROM: Craig A. Lewis, Building Department Director *CA*
 RE: Appointment to the Mechanical Examining Board

The following men have been contacted and have indicated their willingness to serve on the Mechanical Examining Board of the City of Grand Island for the year 2016.

| <u>Representing</u> | <u>Name/Address</u> | <u>Employed</u> |
|-------------------------------------|---|---|
| Local Gas Company | Loran Peterson 515 W 3 rd St Grand Island NE 68801 | Northwestern |
| Contracting Mechanical | Greg Geis 1415 S Webb Rd Grand Island NE 68803 | Island Indoor Climate |
| Master Mechanical | Mike McElroy 807 Claude Rd Grand Island NE 68803 | McElroy Service Co |
| Master Mechanical | Mike Myers 318 E Capital Ave Grand Island NE 68801 | Myers Heating & Air |
| Journeyman Mechanical | Todd Bredthauer PO Box 484 Grand Island NE 68802 | Jerry's Sheet Metal |
| Community Member | Tom O'Neill 2017 W Barbara Ave Grand Island NE 68801 | |
| Building Department (Ex-Officio) | Russ Shaw 100 E 1 st St Grand Island NE 68801 | City of Grand Island Building Department |
| Building Inspection (Ex-Officio) | Craig Lewis 100 E 1 st St Grand Island NE 68801 | City of Grand Island Building Department |

City Hall • 100 East First Street • Box 1968 • Grand Island, Nebraska 68802-1968
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City of Grand Island

Tuesday, December 22, 2015

Council Session

Item G-5

Approving Re-Appointments to the Plumbers Examining Board

The following individuals have expressed their willingness to serve on the City of Grand Island Plumbers Examining Board. Verne Penas, Master Plumber; Mike Bailey, Master Plumber; Jennifer Herman, Community Member; and David Scoggins, Plumbing Inspector for the Building Department - Ex Officio. The above recommendation is made in compliance with the Grand Island City Code and approval is requested. These appointments would become effective January 1, 2016 upon approval by the City Council and would expire on December 31, 2017.

Staff Contact: Mayor Jeremy Jensen



Working Together for a
Better Tomorrow. Today.

DATE: December 11, 2015
 TO: Mayor Jensen & City Council
 FROM: Craig A. Lewis, Building Department Director *CA*
 RE: Appointments to the Plumbing Board

The following people have been contacted and have indicated their willingness to serve on the Plumbing Board of the City of Grand Island for a two-year term expiring December 31, 2017.

| <u>Term</u> | <u>Representing</u> | <u>Name/Address</u> | <u>Employed</u> |
|------------------|-------------------------------------|---|--------------------------------------|
| 2 yr. 2016-17 | Master Plumber | Verne Penas 2513 Pioneer Blvd. Grand Island, NE 68801 | PlumBest, Inc |
| 2 yr. 2016-17 | General Public | Jennifer Herman 13531 W. White Cloud Rd. Cairo, NE 68824 | Herman Plumbing |
| 2 yr. 2016-17 | Master Plumber | Mike Bailey 7388 W Abbott Rd Grand Island, NE 68803 | Mike's Backhoe & Sewer Serv. |
| | Building Inspection (Ex-Officio) | David Scoggins 103 W. 22 nd St. Grand Island, NE 68801 | City of G. I. Building Department |

The above recommendations are made in compliance with the Grand Island Plumbing Code and are contingent upon approval of the Mayor and the City Council.



City of Grand Island

Tuesday, December 22, 2015

Council Session

Item G-6

Approving Appointment of Ralph Bradley to the Law Enforcement Co-Location Committee

Mayor Jensen has submitted the appointment of Ralph Bradley to the Law Enforcement Co-Location Committee to replace Jim Williams whose terms expires December 31, 2015. The appointment would become effective January 1, 2016 upon approval by the City Council and would expire on December 31, 2016.

Staff Contact: Mayor Jeremy Jensen



City of Grand Island

Tuesday, December 22, 2015

Council Session

Item G-7

Approving Liquor Manager Designation for Steven Roker, 4821 Bear Creek Road, Lincoln, NE for Walgreens #12538, 1230 N. Webb Road and Walgreens #03467, 1515 West 2nd Street

Staff Contact: RaNae Edwards

Council Agenda Memo

From: RaNae Edwards, City Clerk

Meeting: December 22, 2015

Subject: Request from Steven Roker, 4821 Bear Creek Road, Lincoln, NE for Liquor Manager Designation with Walgreens #12538, 1230 N. Webb Road and Walgreens #03467, 1515 West 2nd Street

Presenter(s): RaNae Edwards, City Clerk

Background

Steven Roker, 4821 Bear Creek Road, Lincoln, NE has submitted applications with the City Clerk's Office for Liquor Manager Designations in conjunction with Walgreens #12538, 1230 N. Webb Road and Walgreens #03467, 1515 West 2nd Street.

These applications have been reviewed by the Police Department and City Clerk's Office.

Discussion

City Council action is required and forwarded to the Nebraska Liquor Control Commission for issuance of all liquor manager designations. All departmental reports have been received. See attached Police Department report.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve these requests for Liquor Manager Designations.

Sample Motion

Move to approve the requests from Steve Roker, 4821 Bear Creek Road, Lincoln, NE for Liquor Manager Designations in conjunction with the Class "D-88630" Liquor License for Walgreens #12538, 1230 N. Webb Road and the Class "D-88629" Liquor License for Walgreens #03467, 1515 West 2nd Street with the stipulation that Mr. Roker complete a state approved alcohol server/seller training program.

11/24/15
15:19

Grand Island Police Department
LAW INCIDENT TABLE

Page: 450
1

```

City : Grand Island
Occurred after : **:**:** **/**/****
Occurred before : **:**:** **/**/****
When reported : 09:39:00 11/24/2015
Date disposition declared : 11/24/2015
Incident number : L15112287
Primary incident number :
Incident nature : Liquor Lic Inv Liquor Lic Inv
Incident address : 1515 2nd St W
State abbreviation : NE
ZIP Code : 68801
Contact or caller :
Complainant name number :
Area location code : PAOS PAOS - Police All Over South
Received by : Vitera D
How received :
Agency code : GIPD GIPD Grand Island Police Dept
Responsible officer : Vitera D
Offense as Taken :
Offense as Observed : AOFF AOFF Alcohol Offense
Disposition : ACT Active
Misc. number :
Geobase address ID : 2924
Long-term call ID :
Clearance Code : O O Open Case
Judicial Status : OPEN Active-Open investigation

```

INVOLVEMENTS:

| Px | Record # | Date | Description | Relationship |
|----|----------|----------|-----------------|-------------------|
| NM | 50937 | 11/24/15 | Walgreens, | Business Involved |
| NM | 155460 | 11/24/15 | Walgreens, | Business Involved |
| NM | 205645 | 11/24/15 | Roker, Steven C | Manager Applicant |
| NM | 205647 | 11/24/15 | Roker, Sarah D | Steven's Spouse |

LAW INCIDENT CIRCUMSTANCES:

| Se | Circu | Circumstance code | Miscellaneous |
|----|-------|-------------------------------|---------------|
| 1 | LT09 | LT09 Drug St/Dr Office/Hosptl | |

LAW INCIDENT NARRATIVE:

Steven Roker is applying to be the liquor manager at Walgreen's on 2nd Street and Walgreen's on Webb Road.

----- (lwmain10363111242015)~~

11/24/15
15:19

Grand Island Police Department
LAW INCIDENT TABLE

Page: 450
2

LAW INCIDENT OFFENSES DETAIL:

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

LAW INCIDENT RESPONDERS DETAIL:

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

LAW SUPPLEMENTAL NARRATIVE:

| Seq | Name | Date |
|-----|----------|---------------------|
| 1 | Vitera D | 14:21:31 11/24/2015 |

11/24/15
15:19

Grand Island Police Department
LAW INCIDENT TABLE

Page: 450
3

318

Grand Island Police Department
Supplemental Report

Date, Time: Tue Nov 24 14:21:42 CST 2015
Reporting Officer: Vitera
Unit- CID

Steven Roker is applying to be the liquor manager at each Walgreen's location in Grand Island. According to his application, Steven lives in Lincoln with his wife Sarah. He has lived in Lincoln since 2000, and Sarah has lived in Lincoln since 2005. Sarah signed a Spousal Affidavit of Non-Participation form. Steven has worked for Walgreen's since 2000. On the part of the application which asks for criminal convictions, Steven disclosed a willful reckless driving conviction from 2006. Sara didn't disclose any convictions. Steven also checked a box on the application indicating that he's not planning on supervising the businesses in person.

I checked the Roker's through Spillman and NCJIS. Neither one of them had an entry in Spillman. Steven had one undisclosed speeding conviction from 1998 while Sarah didn't have any convictions listed in NCJIS. The Roker's don't have any outstanding arrest warrants, and they each have a valid Nebraska driver's license. I did a general Internet search on the Roker's and found a facebook page for Sarah with nothing disturbing on it. I didn't pinpoint anything on Steven. I also searched for information on the Roker's through a paid law enforcement-only database and didn't find anything out of the ordinary.

I called Steven on 11/24/15 and spoke to him about being the liquor manager at the two Walgreen's in Grand Island. Steven said that he will be the liquor manager at fifty Walgreen's store in Nebraska. Steven said he currently personally visits the Walgreen's in Grand Island twice a month and communicates with both stores many times a week. Steven said he was told by someone in the corporation that the Nebraska Liquor Control Commission (NLCC) prefers to have one liquor manager for multiple stores. I had a prior discussion with a representative of the NLCC who acknowledged that having one liquor manager for numerous stores presents challenges, but it is also convenient for the NLCC during the application process.

I believe the issue of having one liquor manager for several stores scattered all over the State came in front of the Council last Summer involving a manager for Shopko and a manager for Pump & Pantry. I didn't attend that meeting but was told that the Council approved the managers after some discussion.

Steven and Sarah's lack of criminal history coupled with the Council's and the NLCC's acceptance of prior liquor managers supervising multiple stores all over the State of Nebraska, the Grand Island Police Department doesn't have any objections to Steven Roker becoming the liquor manager at both Walgreen's in Grand Island.



City of Grand Island

Tuesday, December 22, 2015

Council Session

Item G-8

#2015-341 - Approving Acquisition of Public Utility Easement for Hall County Sanitary Sewer District 2 (SID 2) [Sinha]

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

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

RESOLUTION 2015-341

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

| Owner | Legal | Total |
|-----------------------------------|---|-------------------|
| DEEPAK SINHA & SUHITA SINHA | LOCATED IN PART OF LOT TWO (2), HIGHWAY MOTEL SUBDIVISION, HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF LOT TWO (2), HIGHWAY MOTELS SUBDIVISION; THENCE ON AN ASSUMED BEARING OF N00°08'07"E, ALONG THE WEST LINE OF SAID LOT TWO (2), HIGHWAY MOTELS SUBDIVISION, A DISTANCE OF 651.71 FEET TO THE POINT OF BEGINNING; THENCE N00°08'07"E, CONTINUING ALONG THE WEST LINE OF LOT TWO (2), A DISTANCE OF 90.51 FEET; THENCE N90°00'00"E, A DISTANCE OF 24.79 FEET; THENCE S00°00'23"W A DISTANCE OF 90.51 FEET; THENCE S90°00'00"W A DISTANCE OF 24.99 FEET TO THE POINT OF BEGINNING. SAID UTILITY EASEMENT CONTAINS A CALCULATED AREA OF 2,253 SQUARE FEET OR 0.05 ACRES MORE OR LESS, AS SHOWN ON THE TRACT DRAWING DATED 07/08/14, MARKED EXHIBIT 9 ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE. | \$1,020.00 |
| TOTAL | | \$1,020.00 |

WHEREAS, an agreement for the public utility easement has been reviewed and approved by the City Legal Department.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island be, and hereby is, authorized to enter into the agreement for the public utility easement on the above described tract of land, in the total amount of \$1,020.00.

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, December 22, 2015.

Jeremy L. Jensen, Mayor

Attest:

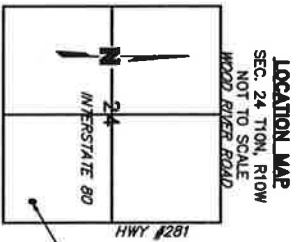
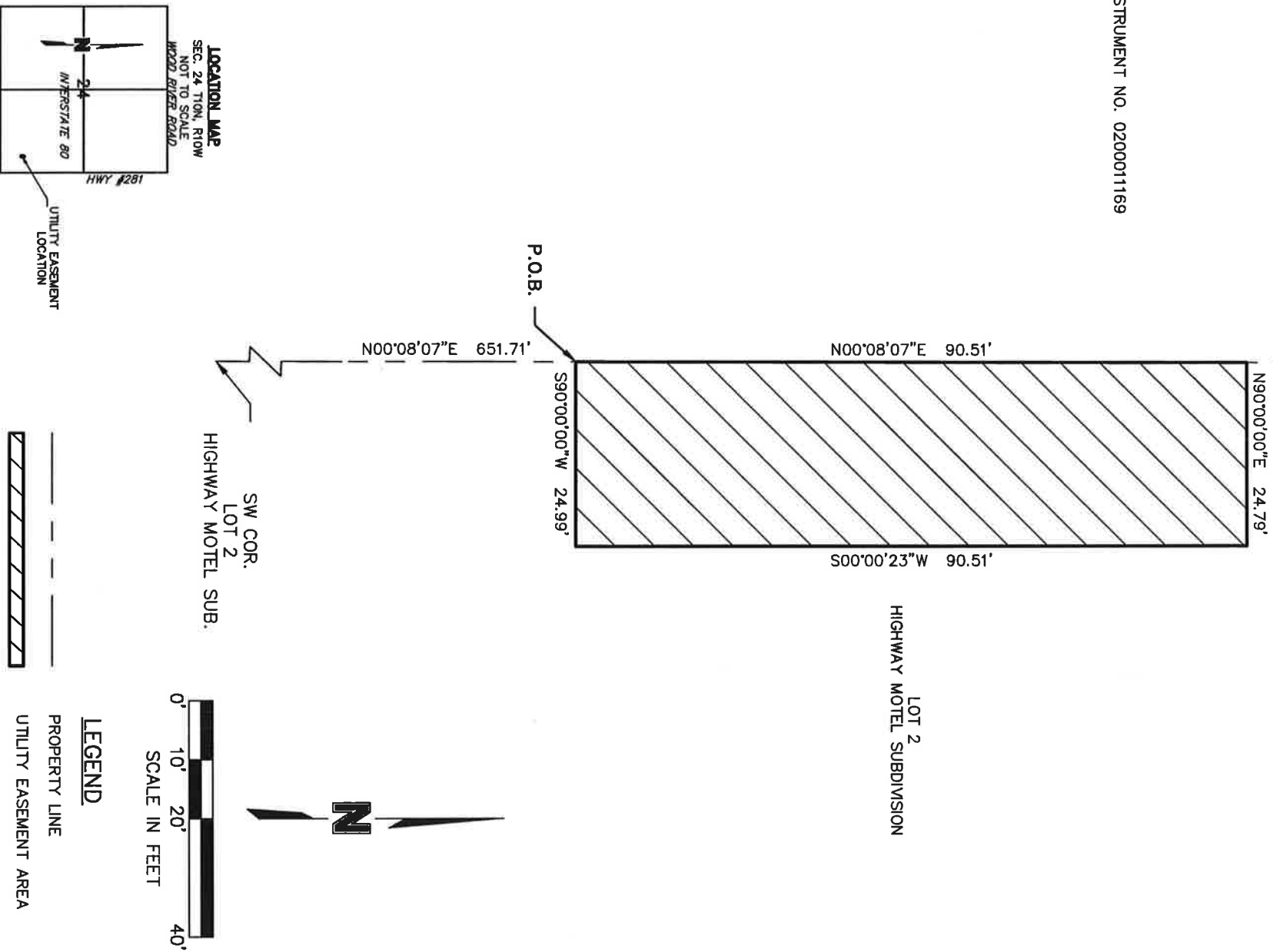
Nikki Stoltenberg
Assistant to the City Administrator

| |
|--|
| Approved as to Form ✕ _____ December 18, 2015 ✕ City Attorney |
|--|

UTILITY EASEMENT

HALL COUNTY, NEBRASKA

INSTRUMENT NO. 0200011169



UTILITY EASEMENT DESCRIPTION

A UTILITY EASEMENT LOCATED IN PART OF LOT 2, HIGHWAY MOTEL SUBDIVISION, HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 COMMENCING AT THE SOUTHWEST CORNER OF LOT 2, HIGHWAY MOTELS SUBDIVISION; THENCE ON AN ASSUMED BEARING OF N00°08'07"E, ALONG THE WEST LINE OF SAID LOT 2, HIGHWAY MOTELS SUBDIVISION, A DISTANCE OF 651.71 FEET TO THE POINT OF BEGINNING; THENCE N00°08'07"E, CONTINUING ALONG THE WEST LINE OF LOT 2, A DISTANCE OF 90.51 FEET; THENCE N90°00'00"E A DISTANCE OF 24.79 FEET; THENCE S00°00'23"W A DISTANCE OF 90.51 FEET; THENCE S90°00'00"W A DISTANCE OF 24.99 FEET TO THE POINT OF BEGINNING. SAID UTILITY EASEMENT CONTAINS A CALCULATED AREA OF 2,253 SQUARE FEET OR 0.05 ACRES MORE OR LESS.

DWG: F:\projects\012-1867\SVYO\Easements\012-1867_Sewer Easement_highway motel.dwg USER: jramirez
 DATE: Apr 01, 2015 4:21pm XREFS: 121867_pbase 0121867_xbase_SID Sewer 0110941_FP Hwy Motels

PROJECT NO: 2012-1867
 DRAWN BY: LJW
 DATE: 07/09/2014

U.S. HIGHWAY 281
UTILITY EASEMENTS



201 East 2nd Street
 P.O. Box 1072
 Grand Island, NE 68902-1072
 TEL 308.394.8750
 FAX 308.384.8782

EXHIBIT
9



City of Grand Island

Tuesday, December 22, 2015

Council Session

Item G-9

#2015-342 - Approving Corrected Compensation Amount for Temporary Construction Easement for Hall County Sanitary Sewer District 2 (SID 2) [Bosselman Oil, Inc.]

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

Council Agenda Memo

From: Terry Brown PE, Assistant Public Works Director

Meeting: December 22, 2015

Subject: Approving Corrected Compensation Amount for Temporary Construction Easement for Hall County Sanitary Sewer District 2 (SID 2) [Bosselman Oil, Inc.]

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

Background

On April 14, 2015, by Resolution No. 2015-89, City Council approved temporary construction easements from Bosselman Oil, Inc. in the amount of \$2,550.00 to allow for construction of the Hall County Sanitary Sewer District 2 (SID 2).

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

Discussion

The amount of \$2,550.00 approved for the temporary easement obtained from Bosselman Oil, Inc. accounted for Easement No. 1 and 2, however mistakenly didn't account for Easement No. 3 in the amount of \$3,060.00. All three (3) easements were approved by City Council on April 14, 2015 through Resolution No. 2015-89. At this time it is requested City Council approve the amount of \$3,060.00 to complete the temporary construction easement from Bosselman Oil, Inc. A sketch of each temporary construction easement area is attached for reference.

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

| Owner | Legal | Total |
|---------------------|--|--------------------------|
| Bosselman Oil, Inc. | TEMPORARY ACCESS EASEMENT NO. 1- LOCATED IN PART OF THE EAST HALF (E ½) OF SECTION TWENTY-FOUR (24), TOWNSHIP TEN (10) NORTH, RANGE TEN (10) WEST OF THE 6 TH P.M., AND A PART OF NEBMO SUBDIVISION, HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID EAST HALF; THENCE ON AN ASSUMED BEARING OF S00°47'14"E, ALONG THE EAST LINE OF SAID EAST HALF, A DISTANCE OF 1765.77 FEET; THENCE S88°27'18"W A DISTANCE OF 112.23 FEET TO A POINT ON THE WEST | \$2,550.00 \$5,610.00 |

RIGHT-OF-WAY LINE OF U.S. HIGHWAY 281 AND THE NORTHEAST CORNER OF TRACT THREE (3) OF INSTRUMENT NO. 90-104283, HALL COUNTY REGISTER OF DEEDS, GRAND ISLAND, NEBRASKA; THENCE S71°34'44"W, ALONG THE NORTH LINE OF SAID TRACT THREE (3), A DISTANCE OF 26.18 FEET TO THE POINT OF BEGINNING; THENCE S01°09'32"E A DISTANCE OF 408.54 FEET; THENCE S88°50'28"W A DISTANCE OF 10.00 FEET; THENCE S01°09'32"E A DISTANCE OF 34.63 FEET; THENCE S88°50'28"W A DISTANCE OF 20.00 FEET; THENCE N01°09'32"W A DISTANCE OF 52.01 FEET; THENCE N88°50'28"E A DISTANCE OF 15.00 FEET; THENCE N01°09'32"W A DISTANCE OF 386.50 FEET TO A POINT ON THE NORTH LINE OF SAID TRACT THREE (3); THENCE N71°34'44"E, ALONG SAID NORTH LINE OF TRACT THREE (3), A DISTANCE OF 15.71 FEET TO THE POINT OF BEGINNING. SAID TEMPORARY UTILITY EASEMENT CONTAINS A CALCULATED AREA OF 7,046 SQUARE FEET OR 0.16 ACRES MORE OR LESS, AS SHOWN ON THE TRACT DRAWING DATED 07/08/14, MARKED EXHIBIT 5A ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

TEMPORARY ACCESS EASEMENT NO. 2-

LOCATED IN PART OF NEBMO SUBDIVISION, HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHEAST CORNER OF NEBMO SUBDIVISION; THENCE ON AN ASSUMED BEARING OF N01°09'32"W, ALONG THE EAST LINE OF SAID NEBMO SUBDIVISION, A DISTANCE OF 60.00 FEET TO THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF PLATTE STREET AND THE WEST RIGHT OF WAY LINE OF U.S. HIGHWAY 281; THENCE S88°46'46"W, ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 35.00 FEET TO THE POINT OF BEGINNING; THENCE S88°46'46"W, CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 20.00 FEET; THENCE N01°09'32"W A DISTANCE OF 30.23 FEET; THENCE N88°50'28"E A DISTANCE OF 20.00 FEET; THENCE S01°09'32"E A DISTANCE OF 30.21 FEET TO THE POINT OF BEGINNING. SAID TEMPORARY UTILITY EASEMENT CONTAINS A CALCULATED AREA OF 604 SQUARE FEET OR 0.01 ACRES MORE OR LESS, AS SHOWN ON THE TRACT DRAWING DATED 07/08/14, MARKED EXHIBIT 5B ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

TEMPORARY ACCESS EASEMENT NO. 3-

LOCATED IN PART OF THE EAST HALF (E ½) OF SECTION TWENTY-FOUR (24), TOWNSHIP TEN (10) NORTH, RANGE TEN (10) WEST OF THE 6TH P.M., HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:
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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 corrected total payment of \$5,610.00 for the Temporary Construction Easement Agreement between the City of Grand Island, Public Works Department and the affected property owner for Hall County Sanitary Sewer Improvement District 2 (SID 2).

Sample Motion

Move to approve the corrected total payment of \$5,610.00 for temporary construction easement.

RESOLUTION 2015-342

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

| Owner | Legal | Total |
|---------------------|---|------------|
| Bosselman Oil, Inc. | <p><u>TEMPORARY ACCESS EASEMENT NO. 1-</u> LOCATED IN PART OF THE EAST HALF (E ½) OF SECTION TWENTY-FOUR (24), TOWNSHIP TEN (10) NORTH, RANGE TEN (10) WEST OF THE 6TH P.M., AND A PART OF NEBMO SUBDIVISION, HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID EAST HALF; THENCE ON AN ASSUMED BEARING OF S00°47'14"E, ALONG THE EAST LINE OF SAID EAST HALF, A DISTANCE OF 1765.77 FEET; THENCE S88°27'18"W A DISTANCE OF 112.23 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF U.S. HIGHWAY 281 AND THE NORTHEAST CORNER OF TRACT THREE (3) OF INSTRUMENT NO. 90-104283, HALL COUNTY REGISTER OF DEEDS, GRAND ISLAND, NEBRASKA; THENCE S71°34'44"W, ALONG THE NORTH LINE OF SAID TRACT THREE (3), A DISTANCE OF 26.18 FEET TO THE POINT OF BEGINNING; THENCE S01°09'32"E A DISTANCE OF 408.54 FEET; THENCE S88°50'28"W A DISTANCE OF 10.00 FEET; THENCE S01°09'32"E A DISTANCE OF 34.63 FEET; THENCE S88°50'28"W A DISTANCE OF 20.00 FEET; THENCE N01°09'32"W A DISTANCE OF 52.01 FEET; THENCE N88°50'28"E A DISTANCE OF 15.00 FEET; THENCE N01°09'32"W A DISTANCE OF 386.50 FEET TO A POINT ON THE NORTH LINE OF SAID TRACT THREE (3); THENCE N71°34'44"E, ALONG SAID NORTH LINE OF TRACT THREE (3), A DISTANCE OF 15.71 FEET TO THE POINT OF BEGINNING. SAID TEMPORARY UTILITY EASEMENT CONTAINS A CALCULATED AREA OF 7,046 SQUARE FEET OR 0.16 ACRES MORE OR LESS, AS SHOWN ON THE TRACT DRAWING DATED 07/08/14, MARKED EXHIBIT 5A ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.</p> | \$2,550.00 |
| | <p><u>TEMPORARY ACCESS EASEMENT NO. 2-</u> LOCATED IN PART OF NEBMO SUBDIVISION, HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF NEBMO SUBDIVISION; THENCE ON AN ASSUMED BEARING OF N01°09'32"W, ALONG THE EAST LINE OF SAID NEBMO SUBDIVISION, A DISTANCE OF 60.00 FEET TO THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF PLATTE STREET AND THE WEST RIGHT OF WAY LINE OF U.S. HIGHWAY 281; THENCE S88°46'46"W, ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 35.00 FEET TO THE POINT OF BEGINNING; THENCE S88°46'46"W, CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 20.00 FEET; THENCE N01°09'32"W A DISTANCE OF 30.23 FEET; THENCE N88°50'28"E A DISTANCE OF 20.00 FEET; THENCE S01°09'32"E A DISTANCE OF 30.21 FEET TO THE POINT OF BEGINNING. SAID TEMPORARY UTILITY EASEMENT CONTAINS A CALCULATED AREA OF 604 SQUARE FEET OR 0.01 ACRES MORE OR LESS, AS SHOWN ON THE TRACT DRAWING DATED 07/08/14, MARKED EXHIBIT 5B ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.</p> | \$5,610.00 |
| | <p><u>TEMPORARY ACCESS EASEMENT NO. 3-</u> LOCATED IN PART OF THE EAST HALF (E ½) OF SECTION TWENTY-FOUR (24), TOWNSHIP TEN (10) NORTH, RANGE TEN (10) WEST OF THE 6TH P.M., HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF NEBMO SUBDIVISION; THENCE ON AN ASSUMED BEARING OF S00°46'46"E, ALONG THE SOUTH LINE NEBMO SUBDIVISION, A DISTANCE OF 35.00 FEET TO THE POINT OF BEGINNING; THENCE S01°09'32"E A DISTANCE OF 192.13 FEET;</p> | |

Approved as to Form _____
 December 18, 2015 City Attorney

| | | |
|--|--|--|
| | <p>THENCE S20°05'30"W A DISTANCE OF 280.15 FEET; THENCE S40°01'38"W A DISTANCE OF 167.74 FEET; THENCE S50°17'14"W A DISTANCE OF 177.79 FEET TO A POINT ON THE WEST LINE OF TRACT THREE (3) OF INSTRUMENT NO. 90-104283, HALL COUNTY REGISTER OF DEEDS, GRAND ISLAND, NEBRASKA; THENCE N01°13'16"W, ON SAID WEST LINE OF SAID TRACT THREE (3), A DISTANCE OF 19.16 FEET; THENCE N50°17'14"E A DISTANCE OF 164.52 FEET; THENCE N40°01'38"E A DISTANCE OF 163.76 FEET; THENCE N20°05'30"E A DISTANCE OF 302.29 FEET; THENCE N01°09'32"W A DISTANCE OF 163.59 FEET TO A POINT ON THE SOUTH LINE OF NEBMO SUBDIVISION; THENCE S88°46'46"W, ALONG SAID SOUTH LINE, A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING. SAID TEMPORARY UTILITY EASEMENT CONTAINS A CALCULATED AREA OF 10,311 SQUARE FEET OR 0.24 ACRES MORE OR LESS, AS SHOWN ON THE TRACT DRAWING DATED 07/08/14, MARKED EXHIBIT 6A ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.</p> | |
|--|--|--|

TOTAL = \$5,610.00

WHEREAS, on April 14, 2015, by Resolution No. 2015-89, City Council approved temporary construction easements from Bosselman Oil, Inc. in the amount of \$2,550.00 for such sanitary sewer district; and

WHEREAS, the amount of \$2,550.00 approved for the temporary easement obtained from Bosselman Oil, Inc. accounted for Easement No. 1 and 2, however mistakenly didn't account for Easement No. 3 in the amount of \$3,060.00; and

WHEREAS, at this time it is requested City Council approve the amount of \$3,060.00 to complete the temporary construction easement from Bosselman Oil, Inc; and

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

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

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, December 22, 2015.

Jeremy L. Jensen, Mayor

Attest:

Nicki Stoltenberg
Assistant to the City Administrator

- 2 -

TEMPORARY UTILITY EASEMENT

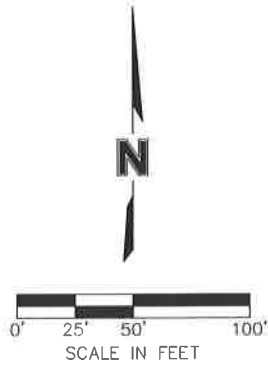
HALL COUNTY, NEBRASKA

NE COR.
SEC. 24-T10N-R10W

TEMPORARY UTILITY EASEMENT DESCRIPTION

A TEMPORARY UTILITY EASEMENT LOCATED IN PART OF THE EAST HALF (E1/2) OF SECTION TWENTY-FOUR (24), TOWNSHIP TEN (10) NORTH, RANGE TEN (10) WEST OF THE 6TH P.M. AND A PART OF NEBMO SUBDIVISION, HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:
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DWG: F:\projects\012-1867\SVVO\Easements\TEMP EASEMENTS\012-1867_Sewer Easement_Bosselman_NEBMO.DWG
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 USER: lwheeler
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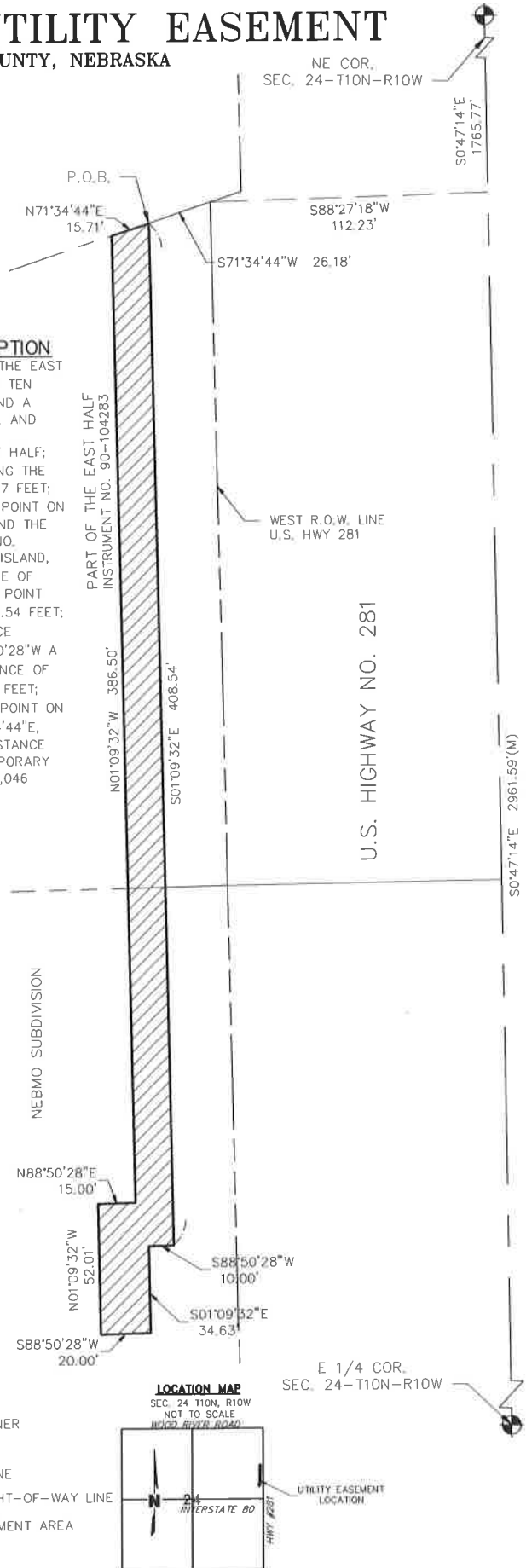
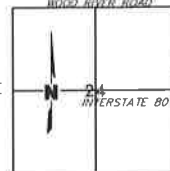


LEGEND

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

LOCATION MAP

SEC. 24 T10N, R10W
NOT TO SCALE
HWY 281 (R10W-6240)



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

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

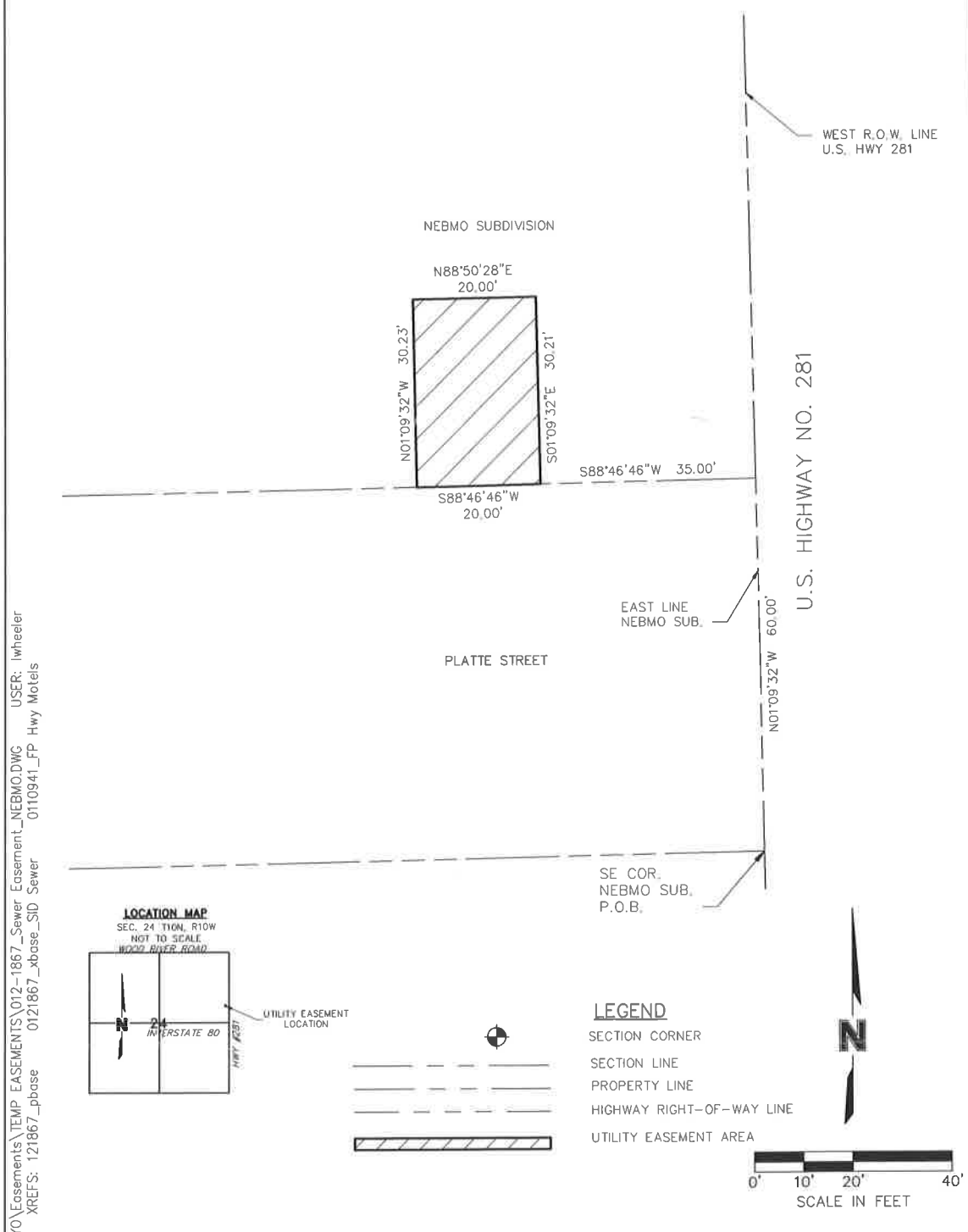


201 East 2nd Street
 P.O. Box 1072
 Grand Island, NE 68802-1072
 TEL 308.384.8750
 FAX 308.384.8752

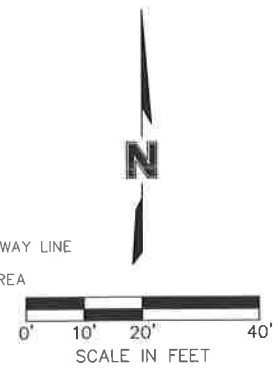
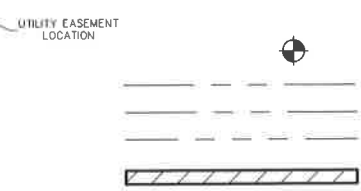
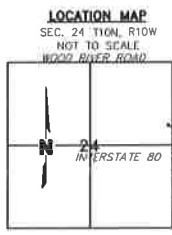
EXHIBIT
5A

TEMPORARY UTILITY EASEMENT

HALL COUNTY, NEBRASKA



DWG: F:\projects\012-1867\svyo\Easements\TEMP EASEMENTS\012-1867_Sewer Easement_NEBMO.DWG USER: lwheeler
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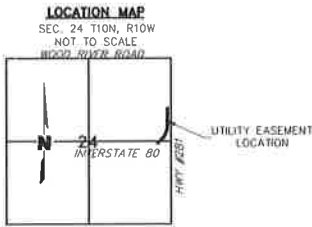
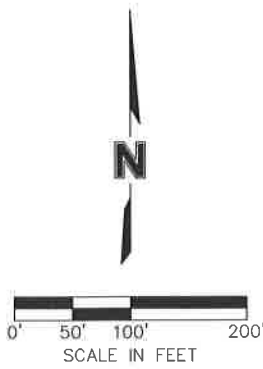
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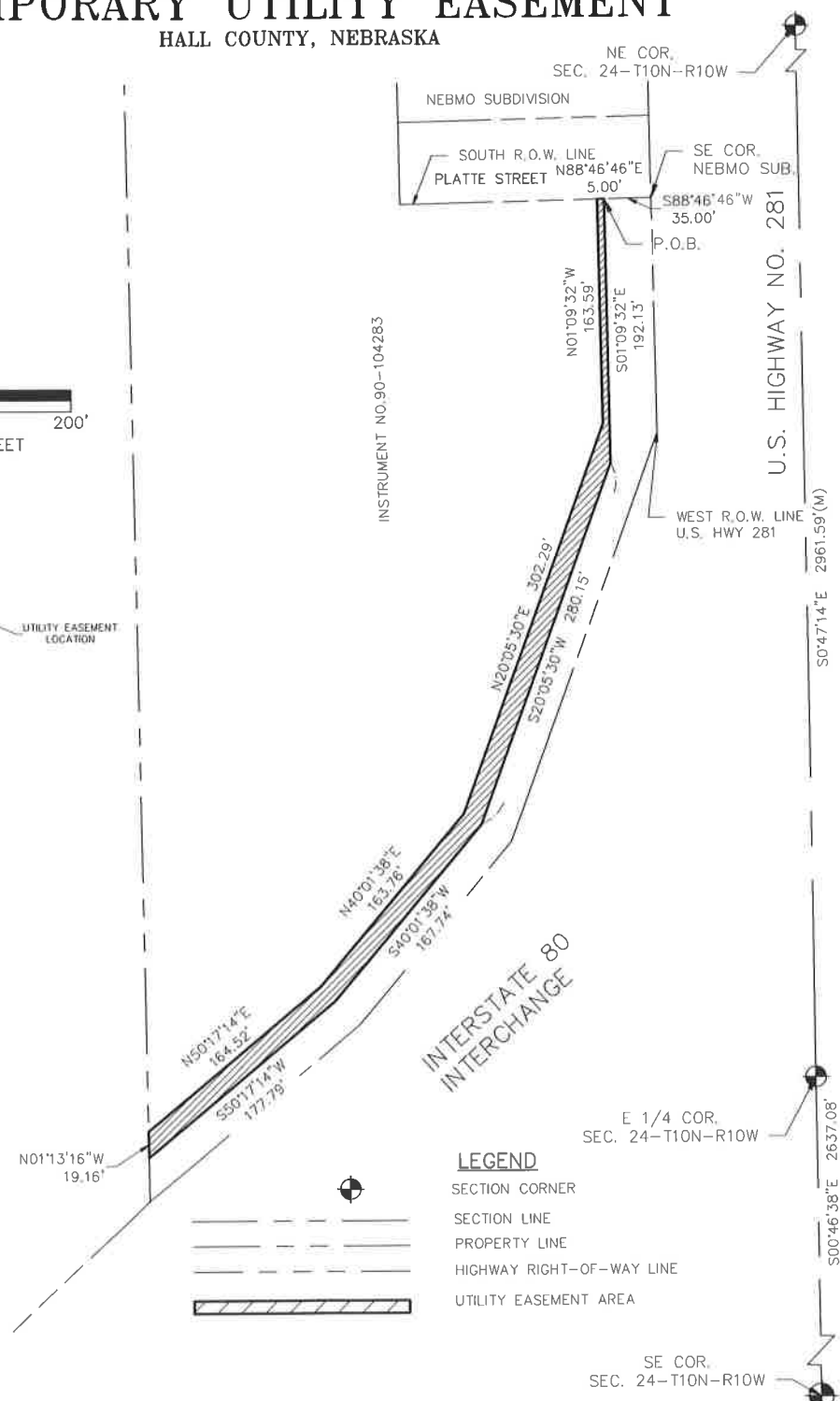
| | | | |
|-----------------------|---|------------------------------|---|
| PROJECT NO: 2012-1867 | U.S. HIGHWAY 281 UTILITY EASEMENTS | MOLSSON ASSOCIATES | 201 East 2nd Street P.O. Box 1072 Grand Island, NE 68802-1072 TEL 308.384.8750 FAX 308.384.8752 |
| DRAWN BY: LJW | | | EXHIBIT 5B |
| DATE: 07/08/2014 | | | |

TEMPORARY UTILITY EASEMENT

HALL COUNTY, NEBRASKA



USER: Wheeler
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TEMPORARY UTILITY EASEMENT DESCRIPTION

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| | | | | |
|-----------------------|---|--|---|---------|
| PROJECT NO: 2012-1867 | U.S. HIGHWAY 281 UTILITY EASEMENTS | | 201 East 2nd Street P.O. Box 1072 Grand Island, NE 68802-1072 TEL 308.384.8750 FAX 308.384.8752 | EXHIBIT |
| DRAWN BY: LJW | | | 6A | |
| DATE: 07/08/2014 | | | | |



City of Grand Island

Tuesday, December 22, 2015

Council Session

Item G-10

#2015-343 - Approving Second Contract Renewal of Annual Pavement Markings 2014 for the Streets Division of the Public Works Department

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

Council Agenda Memo

From: Shannon Callahan, Streets Superintendent

Meeting: December 22, 2015

Subject: Approving Second Contract Renewal of Annual Pavement Markings 2014 for the Streets Division of the Public Works Department

Presenter(s): John Collins, Public Works Director

Background

Pavement markings are a critical part of maintaining the safety of the City's roadways and have strict standards on size, location, color, and reflectivity set by the Manual on Uniform Traffic Control. 2014 was the first striping season in which a contractor was utilized for pavement marking maintenance.

The use of a pavement marking contractor has allowed the Streets Division to re-organize its labor force to focus on the storm sewer cleaning program. Another benefit of utilizing contractor services is the reduction in traffic disruption accomplished by work being conducted only during off-peak hours (night) and completed faster using specialized equipment.

Discussion

In February of 2014 the City of Grand Island City Council authorized the award of a pavement marking maintenance contract to Straight-Line Striping, Inc. of Grand Island, NE. The renewable contract was written as a three year agreement, which includes the original term plus two opportunities to renew for additional one-year periods. This will be the second renewal period under the existing contract with Straight-Line Striping. The contract, which includes labor, materials, and traffic control, is structured as a unit price contract which enables the Streets Division to utilize as few or as many of the bid services as necessary.

The one-year renewal term is contingent upon mutual agreement, by the City and the Contractor, of the original contract terms and any unit price changes. The Streets Division and Straight-Line Striping, Inc. both have an interest in continuing the contract for the 2016 striping season. The proposed unit prices did not change from the prior contract period but the estimated quantities were updated based on the last two years of

work completed for an estimated amount of \$77,918.00. The submitted Contract Renewal Pricing for 2016 can be found in Attachment A.

Straight-Line Striping has proposed the use of the same subcontractor as last year, County Line Striping, for the 2016 pavement marking contract term to be responsible for the pavement marking symbols.

Public Works staff compared the proposed unit prices to the original bids received in 2014 (Attachment B). Straight-Line Striping's new unit prices are well below other bidder(s) even with previous price adjustments. Therefore, Public Works feels these prices are fair and justified and is making a recommendation that the contract with Straight-Line striping be extended for the additional one-year term.

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 second contract renewal period of *Annual Pavement Markings 2014* to Straight-Line Striping, Inc. of Grand Island, Nebraska.

Sample Motion

Move to approve the second contract renewal period of *Annual Pavement Markings 2014* to Straight-Line Striping, Inc. of Grand Island, Nebraska.

CITY OF GRAND ISLAND

ANNUAL PAVEMENT MARKINGS 2014- Contract Renewal Pricing for 2016

| SECTION 1 – PAVEMENT MARKING LANE LINES | | | | |
|--|------------------|------|------------|----------------|
| ITEM DESCRIPTION | APPROX. QUANTITY | UNIT | UNIT PRICE | EXTENDED PRICE |
| (PAINT) (WT) (4") | 437,000 | LF | \$ 0.065 | \$ 28405.00 |
| (PAINT) (WT) (6") | 100 | LF | \$ 0.54 | \$ 54.00 |
| (PAINT) (WT) (8") | 100 | LF | \$ 0.54 | \$ 54.00 |
| (PAINT) (WT) (12") | 4,500 | LF | \$ 0.64 | \$ 2880.00 |
| (PAINT) (WT) (24") | 4,000 | LF | \$ 0.98 | \$ 3920.00 |
| (PAINT) (YEL) (4") | 310,000 | LF | \$ 0.065 | \$ 20150.00 |
| (PAINT) (YEL) (6") | 100 | LF | \$ 0.54 | \$ 54.00 |
| (PAINT) (YEL) (8") | 100 | LF | \$ 0.54 | \$ 54.00 |
| (PAINT) (YEL) (12") | 100 | LF | \$ 0.64 | \$ 64.00 |
| (PAINT) (YEL) (24") | 100 | LF | \$ 0.98 | \$ 98.00 |
| TOTAL | | | | \$ 55733.00 |

| SECTION 2 – PAVEMENT MARKING SYMBOLS | | | | |
|---|------------------|------|------------|----------------|
| ITEM DESCRIPTION | APPROX. QUANTITY | UNIT | UNIT PRICE | EXTENDED PRICE |
| (PAINT) (WT) (SINGLE ARROW) | 500 | EACH | \$ 37.45 | \$ 18725.00 |
| (PAINT) (WT) (COMBO ARROW) | 10 | EACH | \$ 48.00 | \$ 480.00 |
| (PAINT) (WT) (ONLY) | 10 | EACH | \$ 48.00 | \$ 480.00 |
| (PAINT) (WT) (RR X-ING) | 20 | EACH | \$ 125.00 | \$ 2500.00 |
| TOTAL | | | | \$ 22185.00 |

| SECTION 3 - OTHER | | | | |
|------------------------------|------------------|------|------------|----------------|
| ITEM DESCRIPTION | APPROX. QUANTITY | UNIT | UNIT PRICE | EXTENDED PRICE |
| MOBILIZATION – Spring Season | 1 | LS | \$ ∅ | \$ ∅ |
| MOBILIZATION – Fall Season | 1 | LS | \$ ∅ | \$ ∅ |
| TOTAL | | | | \$ ∅ |

| | | | | |
|---|--|--|--|-------------|
| TOTAL (SECTION 1 + SECTION 2 + SECTION 3) | | | | \$ 77918.00 |
|---|--|--|--|-------------|

CITY OF GRAND ISLAND

ANNUAL PAVEMENT MARKINGS 2014- Contract Renewal Pricing for 2016

SUB-CONTRACTOR(S)

| | | | |
|----------------------------|----------------------------------|--|--|
| Bid Section Responsibility | Pavement Symbols | | |
| Company Name | County Line Striping, LLC | | |
| Address | 4081 Manchester Rd, GI, NE 68803 | | |
| Contact Name | Lanny Boltz | | |
| Phone Number | 308-379-2216 | | |
| E-mail Address | countylinestriping@charter.net | | |


Justification for Pricing Changes

Dated this 8th day of December, 2015.

Respectfully submitted,

Straight-Line Striping, Inc.
Company

President
Title


Signature of Bidder

Casey Clausen
Name (Print)

ATTACHMENT B

Unit Price Comparison

Annual Pavement Markings

City of Grand Island Streets Division

| | ITEM DESCRIPTION | UNIT | 2014 UNIT PRICE | 2015 UNIT PRICE | PROPOSED 2016 UNIT PRICE |
|---|------------------------------|------|--------------------|--------------------|--------------------------------|
| BID SECTION 1 PAVEMENT MARKING LANE LINES | (PAINT) (WT) (4") | LF | \$0.06 | \$0.065 | \$0.065 |
| | (PAINT) (WT) (6") | LF | \$0.37 | \$0.54 | \$0.54 |
| | (PAINT) (WT) (8") | LF | \$0.37 | \$0.54 | \$0.54 |
| | (PAINT) (WT) (12") | LF | \$0.43 | \$0.64 | \$0.64 |
| | (PAINT) (WT) (24") | LF | \$0.86 | \$0.98 | \$0.98 |
| | (PAINT) (YEL) (4") | LF | \$0.06 | \$0.07 | \$0.07 |
| | (PAINT) (YEL) (6") | LF | \$0.37 | \$0.54 | \$0.54 |
| | (PAINT) (YEL) (8") | LF | \$0.37 | \$0.54 | \$0.54 |
| | (PAINT) (YEL) (12") | LF | \$0.43 | \$0.64 | \$0.64 |
| | (PAINT) (YEL) (24") | LF | \$0.86 | \$0.98 | \$0.98 |
| BID SECTION 2 PAVEMENT MARKING SYMBOLS | (PAINT) (WT) (SINGLE ARROW) | EACH | \$29.50 | \$37.45 | \$37.45 |
| | (PAINT) (WT) (COMBO ARROW) | EACH | \$46.15 | \$48.00 | \$48.00 |
| | (PAINT) (WT) (ONLY) | EACH | \$46.15 | \$48.00 | \$48.00 |
| | (PAINT) (WT) (RR X-ING) | EACH | \$92.10 | \$125.00 | \$125.00 |
| BID SECTION 3 OTHER | MOBILIZATION – Spring Season | LS | \$0.00 | \$0.00 | \$0.00 |
| | MOBILIZATION – Fall Season | LS | \$0.00 | \$0.00 | \$0.00 |

RESOLUTION 2015-343

WHEREAS, the City of Grand Island City Council authorized a contract for Annual Pavement Markings 2014 with Straight-Line Striping, Inc. of Grand Island, Nebraska on February 11th, 2014 and a one-year contract renewal on February 10th, 2015; and

WHEREAS, the contract allowed for two additional one-year terms pending mutual agreement between the City and the Contractor, including negotiated unit price adjustments; and

WHEREAS, Straight-Line Striping, Inc. of Grand Island, Nebraska submitted justified unit price changes and proposed County Line Striping as a subcontractor for the 2016 contract renewal period, and has fulfilled other statutory requirements contained therein; and

WHEREAS, based on the City's estimated quantities and the proposed unit prices the total estimated cost for the 2016 contract renewal period is \$77,918.00; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the unit prices and subcontractor proposed by Straight-Line Striping, Inc. of Grand Island, Nebraska for the Annual Pavement Markings 2014 second contract renewal period is mutually agreeable.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, December 22, 2015.

Jeremy L. Jensen, Mayor

Attest:

Nicki Stoltenberg
Assistant to the City Administrator

Approved as to Form ✕ _____
December 18, 2015 ✕ City Attorney



City of Grand Island

Tuesday, December 22, 2015

Council Session

Item G-11

**#2015-344 - Approving Agreement with General Collection Co.,
Inc. for Ambulance Collections Services**

Staff Contact: William Clingman, Interim Finance Director

Council Agenda Memo

From: William Clingman, Interim Finance Director

Meeting: December 22, 2015

Subject: Approval of Agreement with General Collection Co., Inc. for Ambulance Collections Services

Presenter(s): William Clingman, Interim Finance Director

Background

Utility and Ambulance collection services are currently operating under contracts establish in 2003. Therefore, an RFP (Request for Proposals) was advertised in the Grand Island Independent on October 8, 2015. Submittals were due at 4:00 PM (CST) on October 27, 2015. At that time nine submittals were received.

Discussion

A committee was established within the Finance Department to evaluate the RFP's that were submitted. The committee reviewed and scored potential bidders primarily on three criteria, which were:

1. Ability to send and receive files in the required formats
2. Percentage (%) fee of the amount collected
3. Proof of ability to collect (percentage of amount collected vs. total amount sent to collections).

Ambulance and Utility services were also evaluated separately. After the evaluation process for Ambulance collections was completed, the committee decided to move forward with General Collection Co., Inc. as their choice for Ambulance collections services.

Alternatives

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

1. Approve the Resolution as presented.
2. Refer the item to a committee

3. Postpone the issue to a future meeting.
4. Take no action.

Recommendation

City Administration recommends that the Council approve the contract with General Collection Co., Inc.

Sample Motion

Move to approve the contract with General Collection Co., Inc.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

**REQUEST FOR PROPOSAL
FOR
COLLECTION AGENCY SERVICES**

RFP DUE DATE: October 27, 2015 at 4:00 p.m.
DEPARTMENT: Finance
PUBLICATION DATE: October 8, 2015
NO. POTENTIAL BIDDERS: 3

SUMMARY OF PROPOSALS RECEIVED

I.C. System
St. Paul, MN

Creditor Advocates, Inc.
Burnsville, MN

Credit Management
Grand Island, NE

General Collection Co., Inc.
Grand Island, NE

Monarch Recovery Management, Inc.
Philadelphia, PA

Kansas Counselors, Inc.
Lenexa, KS

The Affiliated Group
Rochester, MN

Online Collections
Winterville, NC

United Adjustments
Kentland, IN

cc: Marlan Ferguson, City Administrator
Stacy Nonhof, Purchasing Agent

William Clingman, Interim Finance Director

P1846

BUSINESS ASSOCIATE AGREEMENT

This business associate agreement ("Agreement") is made by City of Grand Island - Ambulance and General Collection Company ("Business Associate").

RECITALS

WHEREAS, the parties have entered into a business relationship whether by contract, commercial course of dealing or otherwise, whereby Business Associate provides services to Covered Entity and Business Associate receives, has access to creates, maintains, or transmits protected health information in order to provide those services; and

WHEREAS, City of Grand Island – Ambulance is a covered entity as defined by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), is acting on behalf of the covered entities (City of Grand Island - Ambulance shall be referred to as a "Covered Entity");

WHEREAS, Covered Entity and Business Associate intend to protect the privacy and provide for the security of protected health information disclosed to Business Associate in compliance with the Health Insurance Portability and Accountability Act of 1996, (HIPAA), the Health Information Technology for Economic and Clinical Health Act, the ("HITECH Act"), and regulations promulgated thereunder, and as may be amended from time to time (collectively the "Privacy and Security Regulations"), and other applicable laws; and

WHEREAS, in accordance with the Privacy and Security Regulations, Covered Entity and Business Associate are required to enter into contract containing specific requirements as set forth in the Privacy and Security Regulation:

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1.0. Definitions

- 1.1. "Breach" means the unauthorized acquisition, access, use, or disclosure of protected health information not permitted by the Privacy and Security Regulations which compromises the security or privacy of the protected health information.
- 1.2. "Designated Record Set" Means a group of records maintained by or for a covered entity that is: (i) the medical records and billing records about individuals maintained by or for a covered health care provider; (ii) the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or (iii) used, in whole or in part, by or for the covered entity to make decisions about individuals. For purposes of this paragraph, the term "record" means any item, collection, or grouping of information that includes protected health information and is maintained, collected, used, or disseminated by or for a covered entity.
- 1.3. "Disclose" and "Disclosure" mean, with respect to protected health information, the release, transfer, provision of access to, or divulging in any other manner of protected health information outside Business Associate's internal operations.
- 1.4. "Electronic Protected Health Information" or "Electronic PHI" means protected health information that is transmitted by electronic media (as defined by the Privacy and Security Regulations) or is maintained in electronic media.
- 1.5. "Protected Health Information" or "PHI" means information, including demographic information, that (i) relates to the past, present, or future physical mental health or condition of an individual; the provision of health care to an individual, or the past, present, or future payment for the provision of health care to an individual; (ii) identifies the individual (or for which there is a reasonable basis for believing that the information can be used to identify the individual); and (iii) is received by Business Associate from or on behalf of Covered Entity, or is created by Business

Associate, or is made accessible to Business Associate by Covered Entity. PHI includes, without limitation, Electronic PHI.

- 1.6. "Secretary" means the secretary of the U.S. Department of Health and Human Services or his or her designee.
- 1.7. "Services" Means those activities, functions, or services that Business Associate provides for, or on behalf of Covered Entity.
- 1.8. "Subcontractor" means a person to whom a business associate delegates a function, activity, or service, other than in the capacity of member of the workforce of such business associate.
- 1.9. "Unsecured PHI" means PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized persons through use of technology or methodology specified in guidance by the Secretary in guidance issued under Section 13402 (h)(2) of Public law 111-5 (the HITECH Act).
- 1.10. "Use" or "Uses" mean, with respect to PHI, the sharing, employment, application, utilization, examination, or analysis of such PHI within Business Associate's internal operations.
- 1.11. Terms used, but not otherwise defined in this Agreement shall have the same meaning as those terms in the Privacy and Security Regulations.

2.0. Assurances by Business Associate Regarding PHI. Business Associate warrants that it shall comply with relevant portions and agrees as follows of the Privacy and Security Regulations as those regulations apply to business associates and business associate subcontractors. More specifically, and insofar that Business Associate has access to, has been provided with, maintains, transmits, or will be creating PHI regarding Covered Entity's patients, Business Associate warrants and agrees as follows:

- 2.1. Permitted Uses and Disclosures of PHI. Business Associate shall Use and Disclose PHI in the amount minimum necessary to perform the Services for or on behalf of Covered Entity, provided that such Use or Disclosure would not violate the Privacy and Security Regulations if done by Covered Entity. Business Associate:
 - 2.1.1 shall Disclose PHI to Covered Entity upon request; or
 - 2.1.2 may Use PHI as necessary for the proper management and administration of its business or to carry out its legal responsibilities. Business Associate may Use and Disclose PHI if:
 - 2.1.2.1 the Disclosure is required or permitted by law, or
 - 2.1.2.2 Business Associate obtains reasonable assurance from the person to whom the PHI is Disclosed that the PHI will be held confidentially and Used or further Disclosed only as required by law or for the purpose for which it was Disclosed to the person, and the person agrees to notify Business Associate of any instances of which the person is aware in which the confidentiality of the PHI has been breached.

Business Associate shall not Use or Disclose PHI for any other purpose.

2.2. Prohibition on the Sale of PHI. Business Associate shall not directly or indirectly receive remuneration in exchange for any of Covered Entity's PHI unless Covered Entity or Business Associate obtain a valid, signed authorization from individual whose PHI is at issue, that includes a specification of whether the PHI can be further exchanged for remuneration by the entity receiving the PHI, except as otherwise permitted by the Privacy and Security Regulations.

2.3. Adequate Safeguards for PHI.

- 2.3.1 Business Associate shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of PHI in any manner other than permitted by this Agreement.
- 2.3.2 Business Associate shall implement administrative, physical, and technical safeguards set forth in the Security Regulations that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic PHI that it creates, receives, maintains, or transmits on behalf of Covered Entity.
- 2.3.3 Business Associate shall maintain policies and procedures, conduct ongoing risk assessment and risk management of its security program, identify a security official, and train and discipline its work force in

compliance with the relevant portions of the Privacy and Security Regulations. Business Associate agrees to make its policies and procedures, risk assessments, and training and education documents available to Covered Entity upon Covered Entity's request.

- 2.4. Implementation of Red Flags Identity Theft Prevention Program. To the extent that Business Associate's Services provided for or on behalf of Covered Entity include regularly extending, renewing, or continuing credit to individuals, or regularly allowing individuals to defer payment for services, including setting up payment plans in connection with one or more covered accounts, as the term is defined by the Federal Trade Commission's Red Flag Rules. Business Associate warrants that it shall comply with the Red Flag Rules and, specifically, have in place and implement a written identity theft prevention program designed to identify, detect, mitigate, and respond to suspicious activities that could indicate that identity theft has occurred in Business Associate's business practice.
- 2.5. Availability of Internal Practices, Books and Records to Government Agencies. Business Associate agrees to make its internal practices, policies and procedures, books, and records relating to the Use and Disclosure of PHI available to the Secretary for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations. Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.
- 2.6. Access to PHI.
 - 2.6.1. Business Associate shall make PHI maintained by Business Associate in a designated record set available to Covered Entity, or as directed by Covered Entity, to the individual identified as being entitled to access and copy that PHI within the time frame and in a manner specified by Covered Entity.
 - 2.6.2. If Business Associate uses or maintains Electronic PHI, Business Associate must provide access to such PHI in an electronic format if so requested by an individual if the PHI is readily producible in such form or format; or if not, in a readable copy form or such other form and format as agreed by individual, Covered Entity, and Business Associate.
- 2.7. Amendment of PHI. Business Associate shall make PHI maintained by Business Associate in a designated record set available to Covered Entity for the purpose of amendment and incorporating such amendments into PHI within the time and in such a manner specified by Covered Entity.
- 2.8. Accounting of Disclosures. Upon Covered Entity's request, Business Associate shall provide to Covered Entity an accounting of each Disclosure of PHI made by Business Associate or its employees, agents, representatives, or subcontractors.
 - 2.8.1 Business Associate shall implement a process that allows for an accounting to be collected and maintained for any Disclosure of PHI for which Covered Entity is required to maintain. Business Associate shall include in the accounting: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the PHI; (c) a brief description of the PHI disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that requires an accounting under this section, Business Associate shall document the information specified in (a) through (d), above, and shall securely retain this documentation for six (6) years from the date of the Disclosure.
 - 2.8.2 For repetitive Disclosures of Covered Entity's PHI that Business Associate makes for a single purpose to the same person or entity, the Disclosure information that business Associate must record is either the Disclosure information specified above for each accountable Disclosure, or (a) the Disclosure information specified above for the first of the repetitive accountable Disclosure; (b) the frequency, periodicity, or number of the repetitive accountable Disclosures; and (c) the date of the last of the repetitive accountable Disclosures.
- 2.9. Reporting Breaches and Unauthorized Use or Disclosure of PHI and Security Incidents.
 - 2.9.1 Business Associate shall report to Covered Entity:

- 2.9.1.1 A Breach of PHI:
- 2.9.1.2 Each access, acquisition, Use, or Disclosure of PHI that is made by Business Associate, its employees, representatives, agents, or subcontractors but is not specifically permitted by this Agreement; or
- 2.9.1.3 Any security incident of which it becomes aware. A security incident means the attempted, or successful unauthorized access, acquisition, Use, Disclosure, modification or destruction of information, or interference with the system operation of an information system.
- 2.9.2. Business Associate's Notice to Covered Entity
 - 2.9.2.1 Business Associate shall notify Covered Entity's Privacy Official by telephone call without unreasonable delay within three business days on which Business Associate knows of such Breach. Unauthorized Use or Disclosure, or Security Incident, or by exercising reasonable diligence would have been known to Business Associate. Business Associate shall notify Covered Entity of all Breaches, even if Business Associate determines there is a low probability that the PHI has been compromised based on its risk assessment.
 - 2.9.2.2 Business Associate shall provide a full written report to Covered Entity's Privacy Official within five business days of verbal notice. Business Associate shall include the following in the written report:
 - 2.9.2.2.1 Describe the nature of the Breach, which will include a description of what occurred, including the date of any Breach and the date of the discovery of the Breach and whether the PHI was actually acquired or reviewed;
 - 2.9.2.2.2 Identify Covered Entity's PHI that was subject to the non-permitted Use or Disclosure or Breach including name, demographic information, social security number and other information involved including types of identifiers and likelihood of re-identification;
 - 2.9.2.2.3 Identify who made the non-permitted Use or Disclosure and who received the non-permitted Use or Disclosure;
 - 2.9.2.2.4 Describe what corrective action the Business Associate took or will take to prevent further non-permitted Uses or Disclosures, to mitigate harmful effects, and to protect against any further Breaches;
 - 2.9.2.2.5 Identify what steps the individuals who are the subject of a Breach should take to protect themselves; and
 - 2.9.2.2.6 Provide such other information as Covered Entity may reasonably request.

3.0. Notice to Covered Entity. Any notice required under this Agreement to be given to Covered Entity shall be made to:

Address: _____
 Attention: _____
 Phone: _____
 Email: _____

4.0. Notice to Business Associate. Any notice required under this Agreement to be given to Business Associate shall be made to:

| | |
|-------------------|--|
| Privacy Official: | <u>Gail Schenck</u> |
| Address: | <u>310 N Walnut St., Grand Island NE 68803</u> |
| Phone and Fax: | <u>308-381-1423 ext. 303</u> |
| Email: | <u>gail@generalcollection.com</u> |

5.0. Mitigation and Cooperation. Business Associate shall mitigate, at Business Associate's sole cost and expense, any harmful effect that is known to it for the Breach, or Use, or Disclosure of PHI in violation of this Agreement.

Covered Entity shall be solely responsible, based upon the facts of the Breach Business Associate provides to Covered Entity, to conduct a risk assessment to determine whether PHI has been compromised and notification to individuals is required. Business

Associate shall cooperate with Covered Entity in the notification of individuals as required and in the manner as set forth in the Privacy and Security Regulations.

6.0. Remedies in Event of Breach of PHI. In the event of a Breach of PHI, Covered Entity shall be entitled to enjoin and restrain Business Associate from any continued violation of this Agreement.

6.1 Notification costs related to Breach of PHI. In the event of a Breach caused by Business Associate, the costs related to notifying the affected individuals shall be borne by Business Associate. Such costs, if appropriate and reasonable under the circumstances, may include the actual cost of notification, setting-up and managing a toll-free number, and credit monitoring.

6.2 Indemnification. Each party shall indemnify, defend, and hold harmless the other party, its directors, officers, employees, and agents from and against any and all claims, actions, demands, liabilities, judgments, losses, damages, penalties, fines, costs, fees, expenses, and reasonable attorney's fees (collectively, the "Losses") that are attributable or allegedly attributable to the acts or omissions of the indemnifying party or indemnifying party's material breach of this Agreement.

7.0. Covered Entity Obligations. Covered Entity shall notify Business Associate of:

7.1 Any limitations in covered Entity's notice of privacy practices to the extent that such limitation may affect Business Associate's Use or Disclosure of PHI;

7.2 Any changes in, or revocation of, permission by the individual to Use or Disclose PHI, to the extent that such changes may affect Business Associate's Use or Disclosure of PHI; and

7.3 Any restriction to the Use or Disclosure of PHI that Covered Entity has agreed to provide to the individual, to the extent that such restriction may affect the Business Associate's Use or Disclosure of PHI.

8.0. Disposition of PHI Upon Termination or Expiration. Upon termination or expiration of this Agreement, Business Associate shall either return or destroy, in Covered Entity's sole discretion and in accordance with any instructions by Covered Entity, all PHI in the possession or control of Business Associate or its agents and subcontractors. However, if either return or destruction of PHI is not feasible, Business Associate may retain PHI provided that Business Associate (a) continues to comply with the provisions of this Agreement for as long as it retains PHI, and (b) limits further Uses and Disclosures of PHI to those purposes that make the return or destruction of PHI infeasible.

9.0. Document Retention. Business Associate shall maintain all documentation required by the Privacy and Security Regulations for a period of six (6) years.

10.0. Conflict. In the event there is a conflict between the language of this Agreement and the Services, the terms and conditions of this Agreement shall control.

11.0. No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

12.0. Independent Contractor. Covered Entity and Business Associate expressly acknowledge and agree that Business Associate is an independent contractor and shall not for any purpose be deemed to be an agent, employee, servant, partner, or joint venture of Covered Entity.

13.0. Use of Subcontractors and Agents. Business Associate agrees to ensure that its subcontractors and agents shall implement reasonable and appropriate safeguards to protect Covered Entity's PHI. Business Associate agrees to ensure that any subcontractors and agents that create, receive, maintain, or transmit PHI on behalf of Business Associate agree in writing to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information. Moreover, Business Associate agrees to ensure any such subcontractor or agent agrees to implement reasonable and appropriate safeguards to protect covered Entity's Electronic PHI.

14.0. Term and Termination. The term of this Agreement shall be the same as the term of the underlying services agreement. In addition to and notwithstanding the termination provisions set forth in the underlying services agreement, both this Agreement and the agreement may be terminated by Covered Entity immediately and without penalty upon written notice by Covered Entity to Business Associate if Covered Entity determines, in its sole discretion, that Business Associate has violated any material term of this Agreement. The terms and conditions under this Agreement shall survive the termination of the underlying services agreement.

15.0. Interpretation. Any ambiguity in this Agreement shall be resolved to permit the parties to comply with the Privacy and Security Regulations.

16.0. Enforcement. Business Associate acknowledges that, in the event it, or its subcontractors, violates any applicable provision of the Security Regulation or any term of this Agreement that would constitute a violation of the Privacy Rule, Business Associate will be subject to and will be directly liable for any and all civil and criminal penalties that may result from Business Associate or its subcontractors' violation.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date stated below.

Business Associate:

Name: General Collection Company, Inc .
Address: 310 N Walnut St., Grand Island NE 68801
By: Gail Schenck
Title: Privacy Official
Signature: _____
Date: _____

Covered Entity:

Name: City of Grand Island - Ambulance
Address: _____
By: _____
Title: _____
Signature: _____
Date: _____

CONTRACT FOR SERVICES

THIS CONTRACT FOR SERVICES (this "Agreement") is made this 24 day of August 2015, between General Collection Company, a corporation duly incorporated under the laws of the State of Nebraska (the "Company"), and City of Grand Island - Ambulance, a medical facility, duly licensed under the laws of the State of Nebraska (the "Provider").

Witnesseth:

WHEREAS, the Provider desires to engage the Company to handle certain patient collection services on behalf of the Provider's patient accounts office, and,

WHEREAS, the Company desires to accept such engagement offered by the Provider;

NOW, THEREFORE, in consideration for the mutual obligations contained herein the Company and the Provider, each intending to be legally bound, hereby mutually covenant and agree as follows:

1. **Term.** This Agreement shall be effective as of the date first above written (the "Effective Date"). Subject to the provisions of Section 3 of this Agreement, the Agreement shall remain in full force and effect for at least one year beyond the Effective Date (the "Initial Term").

2. **Use and Disclosure of Protected Health Information.** The parties hereto agree that in order for the Company to perform its duties under this Agreement, it will be necessary for the Company to use and disclose Protected Health Information ("PHI"), as such term is defined at 45 §CFR 164.501.

2.1 *Permitted and Required Uses and Disclosure of PHI.* The parties hereto agree that the Company may use and disclose PHI in order to carry out any Payment function covered under the definition of "Payment" contained in 45 §CFR 164.501. The parties hereto further agree that the Company may use or disclose PHI for any use or disclosure that is required by law.

2.2 *Use and Disclosure of Minimum Necessary Amount of PHI.* The parties hereto desire to ensure that the Provider only discloses to the Company the minimum necessary amount of PHI necessary for the Company to perform its duties under this Agreement. The parties hereto agree that the following information is the minimum necessary in order for the Company to perform its duties under this Agreement.

[NOTE: Insert below the data elements that the Company and the Provider have negotiated and agreed are the minimum necessary needed by the Company to perform its duties under this Agreement.]

- (A) Date of Service
- (B) Dollar Amount of Service
- (C) General description of Service, ex: appointment, exam, office visit, patient name of different that guarantor.
- (D) Upon the Company's receipt of a written request from patient requesting verification of the account information, the Provider shall provide the Company with an itemization of the services and the date(s) such service(s) were rendered to the patient and which pertain to the account receivable referred to the Company pursuant to the Agreement.

3. Termination.

- 3.1 *After the Initial Term.* After the expiration of the Initial Term, either party may at any time for any or for no reason, terminate this Agreement upon sixty (60) days written notice to the other party. At the end of the Initial Term, unless the parties have renegotiated an additional term for this Agreement, this Agreement shall remain in full force and effect unless this Agreement is terminated pursuant to the provision of Section 3 herein.
- 3.2 *Continued Efforts.* Upon termination of this Agreement for any reason other than pursuant to Section 3.4 below, the Company shall be entitled to continue working on all accounts received from the Provider prior to the termination date of this Agreement period.
- 3.3 *No Obligation to Continue Collection.* The Company will be able to work on any accounts placed with the Company after the Company has received notice of the Provider's intent to terminate this Agreement.
- 3.4 *Termination by the Provider for Breach.* Notwithstanding the provisions of Section 1 and Section 3.1 of his Agreement, pursuant to 45 CFR §164.504(e)(2)(iii), the Provider may terminate this Agreement if the Provider determines that the Company has breached a material term of this Agreement. In the event of a material breach of the Company's duties and responsibilities contained in Sections 4.7 through and including 4.15 of this Agreement, the Provider may immediately terminate this Agreement upon written notice to the Company. In the event of a claimed material breach of any other provision of this Agreement by the Company, the Provider shall give the Company written

notice of the alleged material breach. The Company shall have ten (10) days from the date of any written notice of breach to cure the alleged breach. In the event the Company cures the alleged breach within the ten (10) day time period, this Agreement shall remain in full force and effect. In the event that the Company fails to cure the alleged breach within the ten (10) day time period, this Agreement shall terminate.

3.5 *Termination by the Company for Breach.* In the event of a claimed material breach of any provision of this Agreement by the Provider, the Company shall give the Provider written notice of the alleged material breach. The Provider shall have ten (10) days from the date of any written notice of breach to cure the alleged breach. In the event the Provider cures the alleged breach within the ten (10) day time period, this Agreement shall remain in full force and effect. In the event that the Provider fails to cure the alleged beach within the ten (10) day time period, this Agreement shall terminate.

3.6 *Company's Right to Receive Compensation on Certain Accounts After Termination.* The parties hereto expressly agree that the Company shall be entitled to continue receiving compensation after termination of this Agreement by any party, for any reason, or for no reason at all, for payments received by either the Company or the Provider on all the accounts.

4. **Duties and Responsibilities of the Company.** The Company shall:

4.1 *Collection Notices.* Cause the generation and mailing of collection notices to the Provider's patients;

4.2 *Inbound Calls.* Receive and handle any inbound calls from the Provider's patients concerning such collection notices;

4.3 *Outbound Calls.* Make outgoing calls to the Provider's patients concerning the payment of accounts;

4.4 *Staffing.* Dedicate an appropriate number of employees and/or independent contractors to work on the accounts placed with the Company by the Provider;

4.5 *Reports.* Upon request, furnish the Provider with monthly management reports concerning liquidation percentage, canceled and returned accounts,

- 4.6 *Computer Access.* Allow the Provider appropriate access to the Company's computer system for the purpose of performing periodic account audits;
- 4.7 *Restrictions on Use and Disclosure of PHI.* The Company shall not use or further disclose any PHI other than as permitted or required by this Agreement, or as required by law;
- 4.8 *Safeguarding of PHI.* The Company shall use appropriate safeguards to prevent the use or disclosure of PHI other than as provided for in this Agreement;
- 4.9 *Reporting of Unauthorized Use or Disclosure of PHI.* The Company shall report to the Provider any use or disclosure of PHI not provided for by this Agreement of which the Company becomes aware;
- 4.10 *Protection of PHI by Agents and Subcontractors.* The Company shall ensure that any agents, including any subcontractors, to whom it provides PHI received from, or created or received by the Company on behalf of the Provider agrees to the same restriction and conditions that apply to the Company with respect to such PHI;
- 4.11 *Access to PHI.* The Company shall make available PHI in accordance with 45 CFR §164.524. Within ten (10) days after receipt of a request from the Provider for access to PHI in the possession of the Company, the Company shall make such PHI available to the Provider. Within ten (10) days after receipt of a request from an individual for access to PHI in the possession of the Company, the Company shall forward such request to the Provider;
- 4.12 *Amendments to PHI.* Within ten (10) days after receipt of a request from the Provider for an amendment to any PHI, the Company shall make the requested PHI available to the Provider for amendments into the PHI in accordance with 45 CFR §164.526. Within ten (10) days after receipt of a request from an individual for an amendment to any PHI, the Company shall forward such request to the Provider;
- 4.13 *Accountings.* Within ten (10) days after receipt of notice from the Provider that the Provider has received a request from an individual for an accounting of disclosures of PHI regarding the individual during the six (6) years prior to the date on which the accounting requested, the Company shall make available to the

Provider such information as is in the Company's possession and is required for the Provider to provide an account of disclosures of PHI to the individual in accordance with 45 CFR §164.528;

4.14 *Internal Practices, Books and Records.* The Company shall make its internal practices, books and records relating to the use and disclosure of PHI received from, or created or received by the Company on behalf of the Provider available to the Secretary of the Department of Health and Human Services for the purposes of determining the Providers compliance with Subpart E of Part 164 of Title 45 of the Code Federal Regulations; and

4.15 *Duties with Regard to PHI Upon Termination of this Agreement.* At termination of this Agreement, if feasible, the Company shall return or destroy all PHI received from or created or received by the Company on behalf of the Provider that the Company still maintains in any form and retain no copies of such PHI. If such return or destruction is not feasible, the Company shall extend the protections of this Agreement to the PH and limit further uses and disclosures of the PHI to those purposes that make the return or destruction of the PHI not feasible.

5. Duties and Responsibilities of the Provider.

5.1 *Notice of Bankruptcies.* The Provider shall immediately notify the Company upon receipt of any notification of the commencement of any proceeding under the United States Bankruptcy Code initiated on behalf of any patient whose account has been placed with the Company by the Provider;

5.2 *Notice of Attorney Representation.* The Provider shall immediately notify the Company upon receipt of any notification that an attorney represents any patient whose account has been placed with the Company by the Provider;

5.3 *Preparation and Delivery of Accountings.* It shall be the sole responsibility of the Provider to prepare and deliver any accounting requested pursuant to 45 CFR §14.528;

5.4 *Decisions Concerning Access to PHI.* In the event that an individual has requested access to PHI directly from the Company, and the Company has forwarded such request to the Provider in accordance with Section 4.11 of this Agreement, it shall be the sole responsibility of the Provider to determine whether to grant or deny such access; and,

5.5 *Amendment of PHI.* In the event that an individual has requested an amendment to PHI directly from the Company, and the Company has forwarded such request to the Provider in accordance with Section 4.12 of this Agreement, it shall be the sole responsibility of the Provider to determine whether to allow or disallow such amendment.

6. Representation and Warranties of the Provider. The Provider hereby represents and warrants to the Company as follows:

- 6.1 *Bankruptcies.* The Provider shall not place any accounts with the Company that, as of the date of placement, are included in any proceeding under the United States Bankruptcy Code which has been initiated on behalf of any individual or entity;
- 6.2 *Attorney Representation.* If the Provider knows that a patient is represented by an attorney, the Provider shall notify the Company of such attorney representation at the time the Provider places any of such patient's accounts with the Company;
- 6.3 *Accurate Information.* All accounts placed with the Company by the Provider shall contain accurate information;
- 6.4 *Consents and Authorization.* Prior to disclosing and PHI to the Company the Provider shall obtain all required consents and authorizations pursuant to 45 CFR §164.506 and 45 CFR §164.508 respectively, sufficient to permit the disclosure of PHI from the Provider to the Company, and to permit the Company to perform its duties pursuant to the terms of this Agreement;
- 6.5 *No Restrictions.* The Provider shall not place any account with the Company if the Provider has agreed to any individual's request to restrict the use or disclosure of PHI connected with such account pursuant to 45 CFR §164.522; and,
- 6.6 *Organization and Authority.* The Provider is a chiropractor validly licensed under the law of the State of Nebraska and has all requisite power and authority to enter into this Agreement and to perform its obligations hereunder. This Agreement has been duly executed and delivered by the Provider and constitutes a legal, valid and binding obligation of the Provider, enforceable against it in accordance with its terms.

7. **Representations and Warranties of the Company.** The Company hereby represents and warrants to the Provider as follows:

7.1 *Organization and Authority.* The Company is a corporation validly incorporated under the laws of the State of Nebraska and has all requisite power and authority to enter into this Agreement and to perform its obligations hereunder. This Agreement has been duly executed and delivered by the Company and constitutes a legal, valid and binding obligation of the Company, enforceable against it in accordance with its terms.

8. **Compensation.**

8.1 *Non-Legal Accounts.* The Provider shall compensate the Company by remitting to the Company 25 percent (25%) of all amounts recovered without resort to legal action on accounts that have been placed with the Company.

8.2 *Legal Accounts.* The Provider shall compensate the Company by remitting to the Company 25 percent (25%) of all amounts recovered after the commencement of legal action on accounts that have been placed with the Company. For the purposes of this Agreement, legal action shall be considered to have commenced upon the service of a summons and complaint upon the defendant.

8.3 *Forwarded Accounts.* The Provider shall compensate the Company by remitting to the Company 40 percent (40%) of accounts recovered with respect to all accounts forwarded to another company for collection.

9. **Notice of Payment Information.** The Provider shall transmit a monthly report to the Company listing the following information for each account on which a payment was received by the Provider (hereafter referred to as "Direct Payments") during the prior month.

- A) The amount of the payment;
- B) The name of the patient or the guarantor of the patient's account;
- C) The Provider's account number.

The Provider's duties under this Section 9 of the Agreement shall continue subsequent to termination of this Agreement with respect to payments

received upon which the Company remains entitled to receive compensation pursuant to Section 3.6 of this Agreement.

10. **Payment of Fees.** The Company shall submit a monthly invoice (the "Invoice") to the Provider detailing the fees due from the Provider to the Company. The Invoice shall list the following information for each Direct Payment and for each account on which the Company received a payment during the period covered by the Invoice:
 - A) The amount(s) of the payment(s);
 - B) The name of the patient or the guarantor of the patient's account;
 - C) The Provider's account number(s); and,
 - D) The Company's total fee(s).

The Company's Invoices to the Provider shall be due in full upon receipt. Any Invoice balance not paid in full within (30) days of the date of such Invoice shall accrue interest at the compounded rate of one and one half percent (1.5%) per month. In the event the Company files any action against the Provider for the recovery of fees due from the Provider to the Company pursuant to this Agreement, the Provider acknowledges and agrees that the Company shall be entitled to recover from the Provider all costs incurred by the Company in prosecuting such action, including, without limitation, reasonable attorney's fees.

The Provider's duties under this Section 10 of this Agreement shall continue subsequent to termination of this Agreement with respect to payment received upon which the Company remains entitled to receive compensation pursuant to Section 3.6 of this Agreement.

11. **Confidentiality.** The parties agree to keep all of the terms of this Agreement strictly confidential, including without limitation, the Compensation terms contained in Section 8 of this Agreement. The parties further agree to maintain the confidentiality of an confidential information and/or trade secrets that they may learn about each other throughout the course of this Agreement, including without limitation, the terms of any contracts that the other party may have with any third parties. The Company agrees to keep all Protected Health Information received from, or created or received by the Company on behalf of the Provider confidential except as necessary for the Company to perform its duties pursuant to the terms of this Agreement. The duties of the parties detailed in this Section 11 of this Agreement shall continue in full force and effect for a period of two (2) years after termination of this Agreement for any reason, except for the Company's duty to maintain the confidentiality of Protected Health Information which shall continue forever, unless disclosure of such information should be allowed or required by law.

- 12. **No Third Party Beneficiaries.** The Provider and the Company hereby expressly understand and agree that individuals whose PHI is disclosed by the Provider to the Company are not intended to be third party beneficiaries of the Agreement.
- 13. **Independent Contractor Status.** The parties hereto expressly agree that in performing its duties under this Agreement, the Company is acting as an independent contractor of the Provider. Nothing contained herein is intended, nor shall it be construed to create, a joint venture relationship, a partnership, or an employer-employee relationship between the parties.
- 14. **Notices.** All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered by hand or mailed within the continental United States by first-class certified mail, return receipt requested, postage prepaid, addressed as follows:

A) If to the Company, to:

General Collection Company
 Attn: Mark Stelk, President
 310 North Walnut-PO Box 1423
 Grand Island, NE 68802

With a copy to:
 (which shall not constitute notice)

Laurtsen, Bownell, Brostrom, & Stehlik
 Attn: Galen Stehlik
 PO Box 400
 Grand Island, NE 68802

B) If to the Provider, to:

With a copy to:

Such addresses may be changed by written notice sent to the other party at the last recorded address of that party.

15. **No Assignment.** Except as may specifically be provided in this Agreement to the contrary, this Agreement shall inure to the benefit of and be binding upon the parties and their respective legal representatives, successors, and assigns. Except as otherwise expressly provided herein, this Agreement is not assignable by any party without the prior written consent of the other party, and no payment to be made hereunder shall be subject to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance or other change.

16. **Waiver of Breach.** The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as or be construed to constitute a waiver of any subsequent breach of the same or another provision.

17. **Voluntary Agreement.** The Company and the Provider warrant and represent that this Agreement is executed voluntarily with full knowledge of the consequences and implications of their obligations contained herein, and that they have carefully and thoroughly reviewed this Agreement in its entirety.

18. **Warrant of Authority.** The undersigned individually warrant and represent that they are authorized to execute this Agreement.

19. **Execution In Counterparts; Executive via Facsimile.** This Agreement may be executed by the parties hereto in any number of counterparts, each of which shall be deemed an original, and all of which shall be deemed one and the same instrument, and all signatures need not appear on any one counterpart. If executed in counterparts, this Agreement will be as effective as if simultaneously executed. Signatures on the Agreement may be communicated by facsimile transmission and shall be binding upon the parties transmitting the same by facsimile transmission. Counterparts with original signatures shall be provided to the other party within fifteen (15) day of the applicable facsimile transmission, provided, however, that the failure to provide the original counterpart shall have no effect on the validity or the binding nature of the Agreement.

20. **Governing Law and Venue.** This Agreement shall be construed and interpreted in accordance with and governed by the laws of the State of Nebraska. The Company and the Provider hereby expressly agree that any action to interpret, construe, enforce this Agreement shall be brought in the County Court in and for Hall County, in the State of Nebraska.

21. **Enforcement.** If either party resorts to legal action to enforce or interpret any provision of this Agreement, the prevailing party shall be entitled to recover the costs and expenses of the action, including without limitation, reasonable attorneys' fees.

22. **Severability.** If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be invalid or unenforceable for any reason, such judgment shall not affect, impair or invalidate the remainder of this Agreement.

23. **Further Assurances.** The parties hereto agree to execute such other instruments, documents or agreements as may be reasonable, necessary or desirable for the implementation of this Agreement and the consummation of the transactions contemplate herein.

24. **Entire Agreement.** This Agreement embodies the entire agreement of the parties hereto, and supersedes all other oral or written agreements or understandings between them regarding the subject matter hereof. There are no agreements, representations or warranties of any kind, except as expressly set forth in this Agreement. The parties acknowledge that in executing this Agreement they have relied solely on their own judgment, belief and knowledge, and the advise of their own respective legal counsel, and, except for representations expressly set forth herein, they have not been influenced by any other representation or statement.

25. **Amendment.** No modification, amendment, or alteration of this Agreement shall be valid unless in writing and signed by each of the parties hereto.

26. **Gender and Number.** Whenever the context of this Agreement requires, the gender of all words shall include the masculine, feminine, and neuter, and the number of all words shall include the singular and plural.

27. **Heading Descriptive.** The headings of the several sections of this Agreement are intended for convenience only and shall not in any ay affect the meaning or construction of any of this Agreement.

28. **Change in Law.** The parties hereto shall modify any term of this Agreement or the omission of any term from this Agreement violates any federal or state law or regulation, including, without limitation: the Standards for Privacy of Individually Identifiable Health Information (45 CFR parts 160 and 164); the Health Insurance Reform: Standards for Electronic Transactions; Announcement of Designated Standard Maintenance Organizations (45 CFR Parts 160 and 163); an, the Security and Electronic Signature Standards (the "Security Standard") (45 CFR Part 142) (or the final version of the Security Standard once such final version is released), all promulgated under the Health Insurance Portability and Accountability Act of 1996 (Pub. L 104-191).

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

GENERAL COLLECTION COMPANY

By: _____
Mark Stelk, President

City of Grand Island - Ambulance

By: _____
_____, _____

RESOLUTION 2015-344

WHEREAS, the City of Grand Island advertised a request for proposal for ambulance collection agency services; and

WHEREAS, the City received and reviewed proposals from vendors; and

WHEREAS, General Collections Co., Inc. is the vendor recommended to provide ambulance collection agency services; and

WHEREAS, General Collections Co., Inc. will charge the City Of Grand Island a fee of 25% of the gross amount collected, unless the account is forwarded to another agency then the fee is 40%.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, to approve the contract with General Collections Co., Inc. for ambulance collection agency services.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, December 22, 2015.

Jeremy L. Jensen, Mayor

Attest:

Nicki Stoltenberg
Assistant to the City Administrator

| | |
|---------------------|-----------------|
| Approved as to Form | ☒ _____ |
| December 18, 2015 | ☒ City Attorney |



City of Grand Island

Tuesday, December 22, 2015

Council Session

Item G-12

#2015-345 - Approving Agreement with Credit Management Services, Inc. for Utility Collections Services

Staff Contact: William Clingman, Interim Finance Director

Council Agenda Memo

From: William Clingman, Interim Finance Director

Meeting: December 22, 2015

Subject: Approval of Agreement with Credit Management for Utility Collections Services

Presenter(s): William Clingman, Interim Finance Director

Background

Utility and Ambulance collection services are currently operating under contracts establish in 2003. Therefore, an RFP (Request for Proposals) was advertised in the Grand Island Independent on October 8, 2015. Submittals were due at 4:00 PM (CST) on October 27, 2015. At that time nine submittals were received.

Discussion

A committee was established within the Finance Department to evaluate the RFP's that were submitted. The committee reviewed and scored potential bidders primarily on three criteria, which were:

1. Ability to send and receive files in the required formats
2. Percentage (%) fee of the amount collected
3. Proof of ability to collect (percentage of amount collected vs. total amount sent to collections).

Ambulance and Utility services were also evaluated separately. After the evaluation process for Utility collections was completed, the committee decided to move forward with Credit Management as their choice for Utilities collections services.

Alternatives

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

1. Approve the Resolution as presented.
2. Refer the item to a committee
3. Postpone the issue to a future meeting.

4. Take no action.

Recommendation

City Administration recommends that the Council approve the contract with Credit Management.

Sample Motion

Move to approve the contract with Credit Management.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

**REQUEST FOR PROPOSAL
FOR
COLLECTION AGENCY SERVICES**

RFP DUE DATE: October 27, 2015 at 4:00 p.m.
DEPARTMENT: Finance
PUBLICATION DATE: October 8, 2015
NO. POTENTIAL BIDDERS: 3

SUMMARY OF PROPOSALS RECEIVED

I.C. System
St. Paul, MN

Creditor Advocates, Inc.
Burnsville, MN

Credit Management
Grand Island, NE

General Collection Co., Inc.
Grand Island, NE

Monarch Recovery Management, Inc.
Philadelphia, PA

Kansas Counselors, Inc.
Lenexa, KS

The Affiliated Group
Rochester, MN

Online Collections
Winterville, NC

United Adjustments
Kentland, IN

cc: Marlan Ferguson, City Administrator
Stacy Nonhof, Purchasing Agent

William Clingman, Interim Finance Director

P1846

COLLECTION AGREEMENT

This Agreement is entered into on this _____ day of _____, 20____, by and between GRAND ISLAND UTILITIES (Client) and Credit Management Services, Inc. (Agency).

The parties agree as follows:

1. Client shall assign to Agency certain of Client's unpaid accounts (Accounts).
2. The Agency will carry out its collection efforts on the Accounts in compliance with all applicable federal, state and local laws. Agency is authorized to perform acts necessary for the collection, settlement, adjustment, compromise and/or satisfaction of said claim. The Agency agrees to pursue collection of referred Accounts in good faith.
3. All payments of principal on accounts prior to filing a formal lawsuit will be paid 25 percent to Agency and 75 percent to Client. All payments of principal made subsequent to filing a lawsuit will be paid 25 percent to Agency and 75 percent to Client. The Agency may request the court to award the Agency the costs of filing suit, attorney's fees and/or pre-judgment interest pursuant to Neb. Rev. Stat. §25-1801 or Neb. Rev. Stat. §§45-101 et. seq., as deemed appropriate by the Agency.
4. The Client will cease all collection efforts immediately upon transfer of an Account to the Agency.
5. The Client will report all payments, bankruptcy notices, and any other collections-related communications (including but not limited to payments and/or communications by Workers' Compensation, Medicare, Medicaid or any other third-party payors) directly to the Agency upon the Client's receipt. Client shall forward Agency's portion of any such payments to Agency.
6. The Agency may return Accounts to the Client at any time.
7. The Client will provide the Agency with invoices, payment histories, and other documentation necessary for the Agency to carry out its collection efforts.
8. The Client will provide a witness or witnesses to testify at trial or such other court proceedings as may be necessary for the advancement of the Agency's collection efforts.
9. The Client warrants and represents that it will not refer Accounts that include interest, fees, charges, or expenses incidental to the principal obligation unless such amount is expressly authorized by the agreement creating the debt or permitted by law.


10. This Agreement shall remain in effect until terminated in writing by either party. This Agreement shall apply to all present and future assignment and transfer of claims by Client to Agency and all such assignments and transfer of claims between Client and Agency shall be subject to the terms of this Agreement.

In witness whereof, the parties have executed this Agreement on this _____ day of _____, 20____.

Client: GRAND ISLAND UTILITIES

By: _____
Print Name: _____
Title: _____
Date: _____

Agency: Credit Management Services, Inc.

By: 
Print Name: Melissa G. FFA
Title: Executive Account Advisor
Date: 12-17-15

RESOLUTION 2015-345

WHEREAS, the City of Grand Island advertised a request for proposal for utility collection agency services; and

WHEREAS, the City received and reviewed proposals from vendors; and

WHEREAS, Credit Management Services, Inc. is the vendor recommended to provide utility collection agency services; and

WHEREAS, Credit Management Services, Inc. will charge the City Of Grand Island a fee of 25% of the gross amount collected.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, to approve the contract with Credit Management Services, Inc. for utility collection agency services

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, December 22, 2015.

Jeremy L. Jensen, Mayor

Attest:

Nicki Stoltenberg
Assistant to the City Administrator

| | |
|---------------------|-----------------|
| Approved as to Form | ☒ _____ |
| December 18, 2015 | ☒ City Attorney |



City of Grand Island

Tuesday, December 22, 2015

Council Session

Item H-1

**Consideration of Forwarding Blighted and Substandard Area #19
(Mark Otto – Premier Home Sales) to the Hall County Regional
Planning Commission.**

Staff Contact: Chad Nabity

Council Agenda Memo

From: Chad Nabity, AICP
Meeting: December 22, 2015
Subject: Proposed Blighted and Substandard Area #19
Presenter(s): Chad Nabity, Director Grand Island CRA

Background

Enclosed you will find a copy of a Substandard and Blight Study as prepared for Mark Otto by Marvin Planning Consultants. This study is for approximately 11.94 acres of property in southeast Grand Island located north of U.S. Highway 34 and east of Locust Street. The study as prepared and submitted indicates that this property could be considered substandard and blighted. The full study is attached for your review and consideration.

Mr. Otto has submitted this study for the review and consideration of the Grand Island City Council as permitted by Nebraska law. Mr. Otto is representing persons proposing to purchase property in this area and would proceed with further development of the property if the area can be declared blighted and substandard. The decision on whether to declare an area substandard and blighted is entirely within the jurisdiction of the City Council with a recommendation from the Planning Commission.

The question before Council will be whether to send the Study to the Planning Commission for their review and feedback. If the item is not sent to the Planning Commission the Council cannot declare the area substandard and blighted. Planning Commission will meet on January 6 and would have a recommendation ready following that meeting.

Once an area has been declared substandard and blighted the CRA can accept redevelopment proposals for the area that might or might not include an application for Tax Increment Financing. Should this be approved you can anticipate that Mr. Otto and his investors will submit an application for TIF to assist with the costs associated with fully developing this property.

Discussion

The action item tonight relate to the Study for proposed CRA Area No. 19 in southeast Grand Island as shown below. The study was prepared for 11.94 acres, of all of which are in the Grand Island City Limits. This property was not included with the adjacent Area 2 in 1999-2000 because it was not in the city limits at that time.



Robert Sivick, City Attorney has reviewed the Nebraska Statutes and case law pertaining to the declaration of property as blighted and substandard. His comments on this application are as follows:

The statutory procedures for accomplishing blight relief include the following steps: (1) the identification of a community redevelopment area consisting of portions of a city declared to be substandard or blighted in accordance with statutory definitions

and in need of redevelopment, (2) the formulation of a redevelopment plan for such area or a redevelopment project within such area, and (3) the implementation of the redevelopment plan through various means including acquisition, sale, leasing, and contracting for redevelopment. Nebraska Revised State Statutes (NRSS) 18-2103, 18-2107, and 18-2109.

Under this statutory scheme, the governing body shall afford maximum opportunity consistent with the sound needs of the city as a whole to the rehabilitation or redevelopment of the community redevelopment area by private enterprise. A private development project would be eligible for tax increment financing only if it is included within an area which has previously been declared blighted or substandard and is in furtherance of an existing redevelopment plan for that area. The declaration of property as blighted or substandard is not simply a formality which must be met in order to assist a private developer with tax increment financing; it is the recognition of a specific public purpose which justifies the expenditure of public funds for redevelopment. See *Monarch Chemical Works, Inc. v. City of Omaha*, 203 Neb. 33, 277 N.W.2d 423 (1979), *Fitzke v. Hastings*, 255 NEB 46 (1998)

At this point, Council is only considering point 1 of Mr. Sivick's opinion. According to NRSS §18-2109, it is clear that the Planning Commission must have the opportunity to review the Blight Study prior to Council declaring the property substandard and blighted. If Council wishes to consider a declaration of substandard and blight, State Statute requires that the question of whether an area is substandard and blighted is submitted to the Planning Commission for its review and recommendation.

The Planning Commission recommendation should be done at the first available opportunity, as the Planning Commission has 30 days to respond to Council's request for a recommendation.

Blighted Area of the Community

The city of Grand Island, as a City of the First Class, is permitted to designate an area of up to 35% of the municipal limits as blighted and substandard. As of December 1, 2015, 19.78% of the City has been declared blighted and substandard. Area 19 would add another 0.06% bringing the total area declared to 19.84%. The CRA commissioned a study of the Veteran's Home property (Proposed Area 16) that covered 530 acres and would if approved add 2.77% to the total declared blighted and substandard. If both areas were to be approved and there are no changes in the city limits or areas declared blighted and substandard 22.61% of the city would be declared blighted and substandard.

It does not appear that the declaration of Area 19 would significantly impact the City's ability to declare other areas substandard and blighted.

Alternatives

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

1. Move to forward the Study to the Planning Commission for their recommendation.
2. Move to not forward the Study to the Planning Commission for their recommendation
3. Refer the issue to a Committee
4. Postpone the issue to future date
5. Take no action on the issue

Recommendation

City Administration recommends that the Council Move to forward the Study to the Planning Commission if Council wishes to consider the use of Tax Increment Financing as a redevelopment tool for this property.

Sample Motion

Move to adopt resolution to forward the Study to the Planning Commission for their review and recommendation.



Grand Island, Nebraska Blight and Substandard Study - Area 19



PURPOSE OF THE BLIGHT AND SUBSTANDARD STUDY

The purpose of completing this Blight and Substandard study is to examine existing conditions within a specific part of Grand Island. This study has been commissioned by the Mark Otto in order to analyze the possibility of declaring the area as blighted and substandard.

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

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

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

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

Blight and Substandard are defined as the following:

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

"Blighted area means an area, which (a) by reason of the presence of a substantial number of deteriorated or deteriorating structures, existence of defective or inadequate street layout, faulty lot layout in relation to size, adequacy, accessibility, or usefulness, insanitary or unsafe conditions, deterioration of site or other improvements, diversity of ownership, tax or special assessment delinquency exceeding the fair value of the land, defective or unusual conditions of title, improper subdivision or obsolete platting, or the existence of conditions which

endanger life or property by fire and other causes, or any combination of such factors, substantially impairs or arrests the sound growth of the community, retards the provision of housing accommodations, or constitutes an economic or social liability and is detrimental to the public health, safety, morals, or welfare in its present condition and use and (b) in which there is at least one of the following conditions: (i) Unemployment in the designated area is at least one hundred twenty percent of the state or national average; (ii) the average age of the residential or commercial units in the area is at least forty years; (iii) more than half of the plotted and subdivided property in an area is unimproved land that has been within the city for forty years and has remained unimproved during that time; (iv) the per capita income of the area is lower than the average per capita income of the city or village in which the area is designated; or (v) the area has had either stable or decreasing population based on the last two decennial censuses. In no event shall a city of the metropolitan, primary, or first class designate more than thirty-five percent of the city as blighted, a city of the second class shall not designate an area larger than fifty percent of the city as blighted, and a shall not designate an area larger than one hundred percent of the as blighted;"

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

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

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

BLIGHT AND SUBSTANDARD ELIGIBILITY STUDY

This study targets a specific area within an established part of the community for evaluation. The area is indicated in Figure 1 of this report. The existing uses in this area includes what was once a ball field location and a farm house within the corporate limits of Grand Island.

Through the redevelopment process the City of Grand Island can guide future development and redevelopment throughout the area. The use of the Community Redevelopment Act by the City of Grand Island is intended to redevelop and improve the area. Using the Community Redevelopment Act, the City of Grand Island can assist in the elimination of negative conditions and implement different programs/projects identified for the City.

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

Study Area

The Study consists of Lot 3 of Vanosdall 2nd Subdivision, as proposed and an adjacent property described as Misc. Tracts PT S1/2 SW1/4 SW1/4 27-11-9 containing 11.94 acres.

Figure 1
Study Area Map



Source: Marvin Planning Consultants 2015

EXISTING LAND USES

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

Existing Land Use Analysis within Study Area

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

TABLE 1: EXISTING LAND USE, GRAND ISLAND - 2015

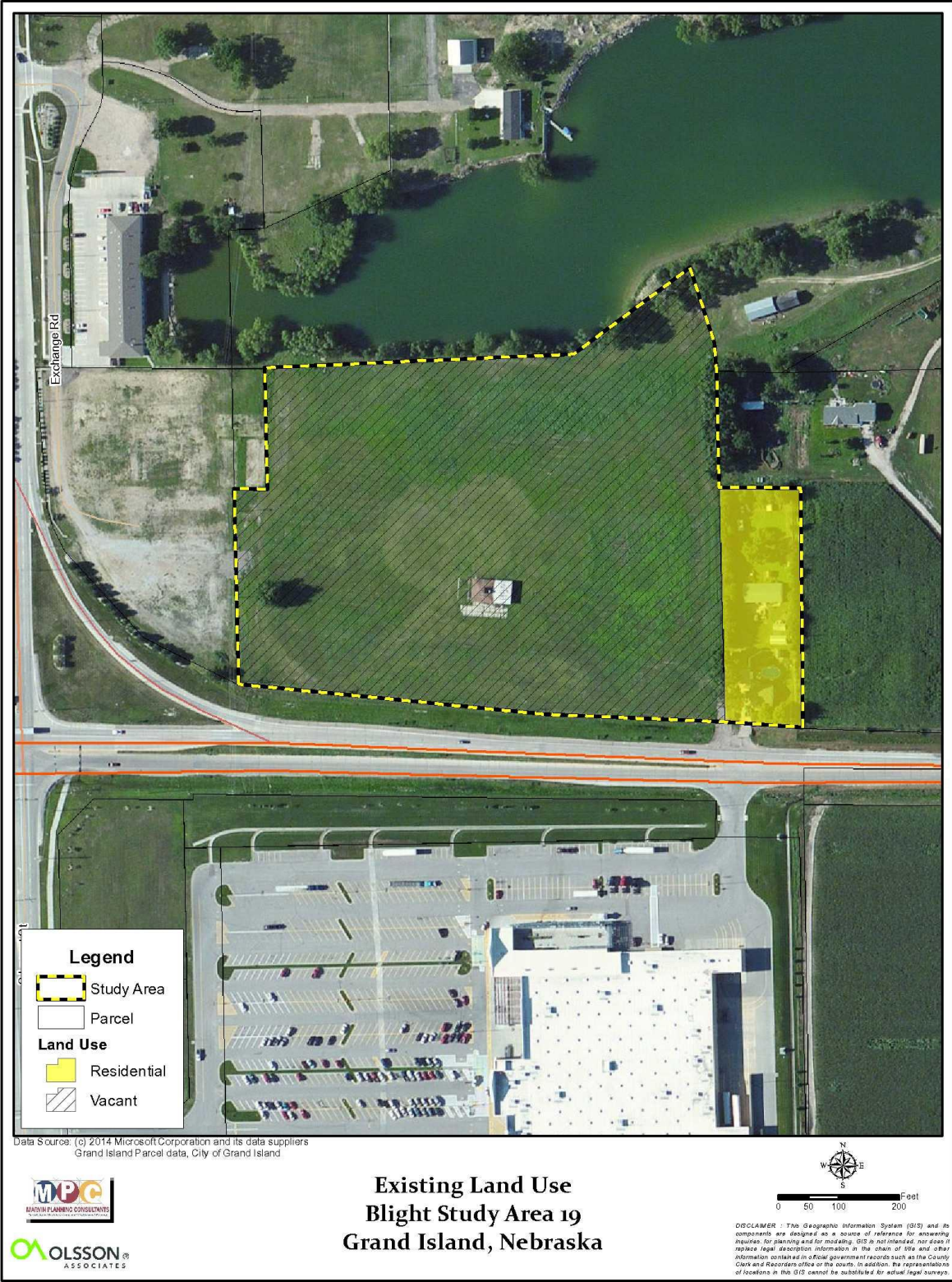
| Type of Use | Acres | Percent of Developed land within the Study Area | Percent of Study Area |
|-----------------------------|--------------|---|-----------------------|
| Residential | 1.2 | 100.0% | 10.1% |
| Single-family | 1.2 | 100.0% | 10.1% |
| Multi-family | 0 | 0.0% | 0.0% |
| Manufactured Housing | 0 | 0.0% | 0.0% |
| Commercial | 0 | 0.0% | 0.0% |
| Industrial | 0.00 | 0.0% | 0.0% |
| Quasi-Public/Public | 0 | 0.0% | 0.0% |
| Parks/Recreation | 0 | 0.0% | 0.0% |
| Transportation | 0.00 | 0.0% | 0.0% |
| Total Developed Land | 1.2 | 100.0% | |
| Vacant/Agriculture | 10.74 | | 89.9% |
| Total Area | 11.94 | | 100.0% |

Source: 2015 Grand Island Blight Study Area 19, Marvin Planning Consultants

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

The Study Area is predominately vacant but is attached to a property with an older farm house. The vacant property at one point in the lands life was a ball field (the old concession stand and game room still are on the property).

Figure 2
Existing Land Use Map



Source: Marvin Planning Consultants, 2015

FINDINGS OF BLIGHT AND SUBSTANDARD CONDITIONS ELIGIBILITY STUDY

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

CONTRIBUTING FACTORS

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

Age of Structure

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

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

- 1 (50.0%) units were determined to be 40 years of age or older
- 1 (50.0%) units were determined to be less than 40 years in age

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

**Figure 3
Unit Age Map**



Source: Marvin Planning Consultants, 2015

Structural Conditions

Structural conditions were evaluated, structures were either rated as: Very Good, Good, Average, or badly worn. The data and rating system comes from the Hall County Assessor's database and is the same database used to value properties in the area. The old concession stand was evaluated by the planning team.

Based upon the data provided to the planning team, the following is the breakdown for structures in the study area:

- 0 (0.0%) structures rated as very good
- 0 (0.0%) structures rated as good
- 1 (50.0%) structures rated as average
- 1 (50.0%) structure rated as badly worn

**Figure 4
Structural Conditions**



Source: Marvin Planning Consultants, 2015

Based upon these data, an assumption has been made that average condition and less would constitute less than desirable conditions due to age and conditions. It is common that the older a structure gets the more maintenance and upkeep are required in order to maintain a good or higher condition. Even an average structure will show some signs of deteriorating which in turn can become a dilapidated structure in the future if it is not addressed over time.

Due to the stated conditions found in the Hall County Assessor's data, the condition of the structure is a contributing factor.

Deterioration of Site or Other Improvements

Sidewalk Conditions

Sidewalks, regardless of the area and uses within a community, should provide a safe means of movement for pedestrians. Sidewalks become increasingly more important along transportation routes considered to be arterials and highways. A sidewalk allows for pedestrian movement while keeping people off of heavily traveled streets.

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

**Figure 5
Sidewalk Conditions**



Source: Marvin Planning Consultants, 2015

Within the study area there is approximately 893 lineal feet of area where sidewalk could or should be located. After reviewing the conditions in the field, the following is how the sidewalk conditions breakdown within the study area:

- 0 (0.0%) lineal feet of adequate sidewalk
- 0 (0.0%) lineal feet of deteriorating sidewalk
- 893 (100.0%) lineal feet of no sidewalk.

There are no sidewalks present within the study area accessible to pedestrian traffic. Considering the uses along US Highway 34 to the south there should be sidewalk in place.

Curb and Gutter

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

Curb and gutter for the Study Area were examined similarly to sidewalks. The curb and gutter were graded as either adequate, deteriorating, dilapidated, or missing.

Within the study area there is approximately 893 lineal feet of curb and gutter possible. After reviewing the conditions in the field, the following is how the curb and gutter conditions breakdown within the corporate limits:

- 0 (0.0%) lineal feet of adequate curb and gutter
- 0 (0.0%) lineal feet of deteriorating curb and gutter
- 893 (100.0%) lineal feet of no curb and gutter or rural section.

**Figure 6
Curb and Gutter Conditions**



Source: Marvin Planning Consultants, 2015

In total, 100% of the curb and gutters are missing. See Figure 6 for the locations of these curb and gutter. The area is designed for surface drainage as opposed to underground stormwater piping.

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

Drainage Conditions

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

The field survey examined the entire area for potential drainage problems.

Another item of note deals with the actual number of stormwater inlets in the study area. There are no stormwater inlets within the entire study area. All of the water has to surface drain or be absorbed into the soils.

Figure 7 is an existing topographic map from the City of Grand Island's website. The map confirms the flatness of the area along US Highway 34. The most common contours identified on the map is the 1850 and 1855; however, they are separated by a great deal of distance.

The potential for standing water on this site is great. Standing water from poor drainage can be a catalyst for health issues like West Nile due to the potential mosquito breeding during the summer months.

Drainage also can be tied directly to the, curb and gutter conditions.

Figure 7
Topographic Map of Study Area



Source: City of Grand Island (topographic map) and Marvin Planning Consultants

Faulty Lot Layout

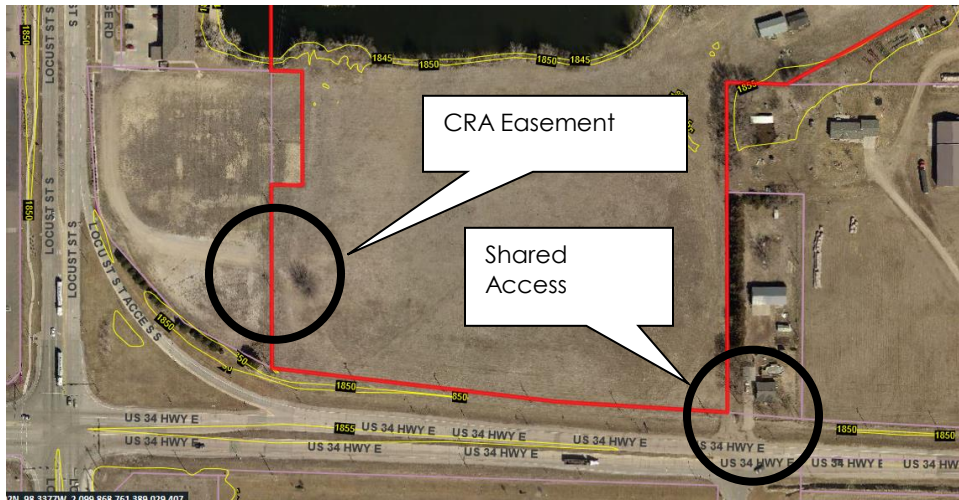
Faulty lot layout can lead to a number of issues including size of a lot, adequacy of the lot for the use, accessibility to the lot and/or the usefulness of the lot. There are a number of factors to examine within this particular study area.

Accessibility of the Lots

Currently the has two points of access. Both of these points are less than ideal. The first is a shared access with the homeowner directly east of the primary property. The second is via an easement granted by the Grand Island CRA through their adjacent property to reach this

property. Accessibility to this area is greatly reduced due to the access management policy along US Highway 34 by the Nebraska Department of Roads.

Figure 8
Topographic Map of Study Area



Source: Marvin Planning Consultants, 2015

Insanitary or Unsafe Conditions

There are a number of factors tending to fall under this category. The study area was found to have several factors falling into insanitary and unsafe. The following will outline the conditions found.

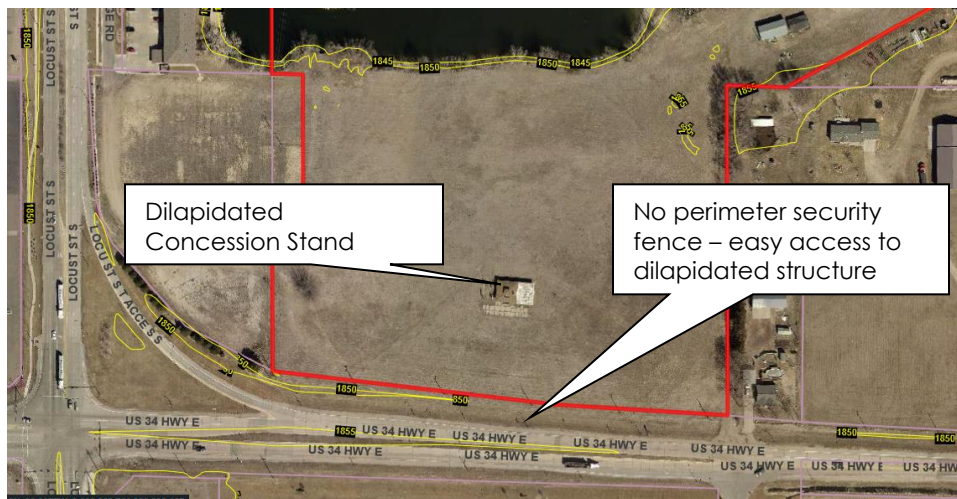
Deteriorated structure

The old concession stand on the largest parcel in this study is a considerable hazard. This building is extremely bad condition and presents potential life threatening hazards if anyone were to sneak onto the property.



Unsecured Areas

The primary parcel is currently unsecured and has the hazardous building as discussed in the previous paragraph. Steps need to be taken to either secure the property or eliminate the hazardous conditions.



Existence of Conditions endangering life or property due to fire or other causes

Located within the study area there are factors present that are a danger to life or property due to fire or other causes. A number of these factors have been previously discussed in this report. These factors include:

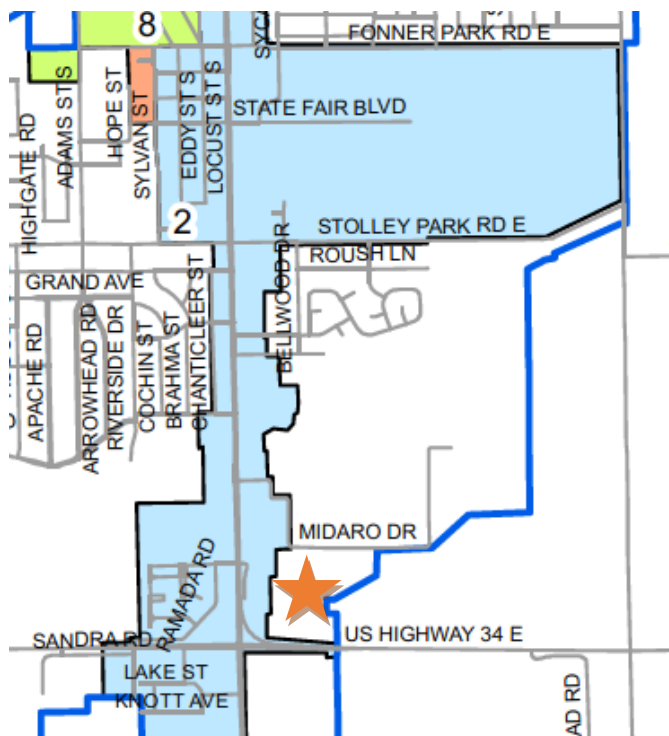
- The presence of an extremely deteriorated and hazardous structure.
- Proximity to a sand pit lake on the northern edge of the property.

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

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

Within this small study area there are a number of factors that are impairing or arresting sound growth. A couple of these include:

- The lack of good access to the site from US Highway 34 and South Locust Street.
- Access to sanitary sewer, closest sanitary sewer connection is north of sandpit lake (north of site). Sanitary sewer will need to be run around the east end of the sandpit lake to the site.
- Access to water. Nearest water line is across US Highway 34 on the Wal-Mart property.
- Existing Blight and Substandard Area 2 which is along South Locust Street. Area 19 would likely have been included in Area 2 if it had been in the corporate limits at the time Area 2 was completed.
- Sand pit lake to the north.



Based upon the review of the area, there are sufficient elements present to meet the definition of combination of factors which are impairing and/or arresting sound growth within the Study Area.

Stable or decreasing population based on the last two decennial censuses

Over the past 20 years the population within the study area has been stable. The population within the Study Area has had limited population for the past two decennial censuses. Therefore, it meets the criteria for a stable or decreasing population.

Blighting Summary

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

- **Average age of structures is over 40 years of age**
 - Within the Study Area 50.0% of the structures meet the criteria of 40 years of age or older.
- **Substantial number of deteriorating structures**
 - Within the study area 100.0% of the structures were deemed to be in a deteriorated state or worse.
- **Deterioration of site or other improvements**
 - No sidewalk leading to, on, or adjacent to this site.
 - 100% of the surrounding drainage is rural section.
 - Drainage of existing site is difficult based upon the existing topography.
- **Faulty Lot Layout**
 - Accessibility to some lots is currently a problem.
- **Insanitary or Unsafe Conditions**
 - Lack of sidewalk in the Study Area.
 - Deteriorated structure.
 - Unsecured site which contains a dangerous and dilapidated structure.
 - Vacant property.
- **Dangerous conditions to life or property due to fire or other causes**
 - Dilapidated structure on site with broken glass and materials loose or missing allowing individuals or animals excess.
 - Lack of sidewalk within the Study Area
 - Sand pit lake to the north of the site.
- **Combination of factors which are impairing and/or arresting sound growth**
 - Lack of good access to the site.
 - Access to sanitary sewer
 - Access to water
 - Existing Blighted and Substandard Area 2
 - Sand pit lake to the north
- **Stable or decreasing population based on the last two decennial censuses**
 - The population of the Study Area has remained stable over the past 22 years.

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

- Improper Subdivision or obsolete platting
- Diversity of Ownership
- Defective/Inadequate street layouts,
- Tax or special assessment delinquency exceeding fair value of the land.
- Defective or unusual condition of title,
- Unemployment in the designated area is at least 120% of the state or national average.
- One-half of unimproved property is over 40 years old.
- The per capita income of the area is lower than the average per capita income of the city or village in which the area is designated.

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

Substandard Conditions

Average age of the residential or commercial units in the area is at least 40 years

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

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

- 1 (50.0%) units were determined to be more than 40 years of age
- 1 (50.0%) units were determined to be less than 40 years of age

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

Existence of Conditions endangering life or property due to fire or other causes

Located within the study area there are factors present that are a danger to life or property due to fire or other causes. A number of these factors have been previously discussed in this report. These factors include:

- The presence of an extremely deteriorated and hazardous structure.
- Proximity to a sand pit lake on the northern edge of the property.

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

Substandard Summary

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

This Study Area in Grand Island meets the definition of Substandard as defined in the Revised Nebraska State Statutes.

FINDINGS FOR GRAND ISLAND BLIGHT STUDY AREA #19

Blight Study Area #19 has several items contributing to the Blight and Substandard Conditions. These conditions include:

Blighted Conditions

- **Average age of structures is over 40 years of age**
- **Substantial number of deteriorated or deteriorating structures**
- **Deterioration of site or other improvements**
- **Faulty Lot Layout**
- **Insanitary and Unsafe Conditions**
- **Combination of factors which are impairing and/or arresting sound growth**
- **Stable or decreasing population based on the last two decennial censuses**

Substandard Conditions

- **Average age of the structures in the area is at least forty years**
- **Dangerous conditions to life or property due to fire or other causes**



City of Grand Island

Tuesday, December 22, 2015

Council Session

Item I-1

**#2015-346 - Consideration of Appointment of Renae Griffiths as
Finance Director/City Treasurer**

Staff Contact: Mayor Jeremy Jensen

Council Agenda Memo

From: Mayor Jeremy Jensen

Meeting: December 22, 2015

Subject: Appointment of Renae Griffiths as Finance Director /
City Treasurer

Presenter(s): Mayor Jeremy Jensen

Background

The search for a new Finance Director/City Treasurer began in January of 2015. During this time, Billy Clingman has served as the Interim Finance Director/City Treasurer during the search. The recruitment process was conducted by the City's Human Resources Department. The selection process included involvement from various Department Directors, two City Council members, the Interim Finance Director and the City Administrator.

Under Neb. Rev. Stat., §16-308 and Grand Island City Code, §2-30, the office of, Finance Director/City Treasurer for the City of Grand Island, Nebraska, is an appointed position. The position is appointed by the Mayor and approved by the Council and serves through the Mayor's term.

Discussion

I am pleased to present Renae Griffiths as my choice for appointment to the Finance Director/City Treasurer position.

Griffiths served as the director of finance for the city of Scottsbluff, Neb., since 2002. Her responsibilities included the preparation of annual finance statements in accordance with the Government Accounting Standards Board, billing and collection of city utility revenues, processing claims for payments, and preparing documentation for and assisting with bond counsel with bond issues. In addition, Griffiths was in charge of maintaining fixed assets inventory, development production and management of the annual budget, quarterly and year-end payroll reports, and represents the Finance Department at council meetings.

Prior to serving as the director of finance in Scottsbluff, Griffiths was an accountant for Wiedeman Financial Services in Gering, Neb., and a supervisor for Fred A. Lockwood &

Co., P.C. in Scottsbluff. At Wiedeman Financial Services, Griffiths prepared tax returns, tax planning, quarterly and year-end payroll reports including W-2's. When supervising at Fred A. Lockwood & Co., P.C., Griffiths was responsible for such things as auditing for profit and governmental agencies, bookkeeping, tax planning, consultation, preparation of quarterly and year-end payroll reports and training staff accountants and clerical personnel on payroll processing.

Griffiths earned a bachelor's degree in accounting composite and a Master in Business Administration, both from Chadron State College. Griffiths is a certified public accountant and a certified public finance officer.

As the finance director, Griffiths will oversee Information Technology and the Finance divisions. In addition, she will serve as a liaison between the city and various community boards, will be in charge of the day-to-day operations of the city's finances, and will lead the budget process.

Griffiths will have a starting salary of \$101,997.92 annually and is anticipated to start on Jan. 4, 2016.

Renae will bring a wealth of knowledge and experience to our team that will complement our current efforts of refocusing on long-range financial planning. We're very fortunate to have this opportunity, and I believe her leadership will position us for the accelerating growth I expect Grand Island to experience over the next decade.

Finally, I would also like to express my appreciation to Billy Clingman for continuing to represent the City Of Grand Island as the Interim Finance Director/City Treasurer during the candidate search.

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

I recommend the approval of Renae Griffiths as the Finance Director/City Treasurer.

Sample Motion

Move to approve Renae Griffiths as the Finance Director/City Treasurer.

RESOLUTION 2015-346

WHEREAS, under Neb. Rev. Stat., §16-308, the office of Finance Director/City Treasurer, for the City of Grand Island, Nebraska, is an appointed position; and

WHEREAS, under Grand Island City Code, §2-30, the office of Finance Director/City Treasurer, for the City of Grand Island, Nebraska, is an appointed position; and

WHEREAS, the Mayor, with the approval of the City Council, may appoint the position of Finance Director/City Treasurer; and

WHEREAS, this position appointed by the Mayor and confirmed by the City Council shall hold the position to which they may be appointed until the end of the Mayor's term of office; and

WHEREAS, Renae Griffiths has accepted the offer and is prepared to start work on January 4, 2016 at Step 7 of the Finance Director/City Treasurer salary table of \$101,997.92.

WHEREAS, this position appointed by the Mayor may be removed at any time by the Mayor with approval of a majority of the City Council.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that Renae Griffiths is hereby duly appointed the Finance Director/City Treasurer for the City of Grand Island, Nebraska, until the end of the Mayor's term of office.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, December 22, 2015.

Jeremy L. Jensen, Mayor

Attest:

Nicki Stoltenberg
Assistant to the City Administrator

| | |
|---------------------|-----------------|
| Approved as to Form | ☐ _____ |
| December 18, 2015 | ☐ City Attorney |



City of Grand Island

Tuesday, December 22, 2015

Council Session

Item I-2

#2015-347 - Consideration of Resolution for Proposed Ballot Measure for Food and Beverage Tax

Staff Contact: Marlan Ferguson

Council Agenda Memo

From: Marlan Ferguson, City Administrator

Meeting: December 22, 2015

Subject: Consideration of Resolution for Proposed Ballot Measure for Food and Beverage Tax

Presenter: Marlan Ferguson, City Administrator

Background

On September 9, 2008, the City Council approved Ordinance #9189, which created a 1 1/2% tax on the sale of food and beverages to cover the construction of the Community Fieldhouse. The fieldhouse is used for indoor sports during the fall and winter months and doubles as the 4-H and FFA building during the Nebraska State Fair.

On June 30, 2009, the City Council approved Ordinance #9224 which included the use of food & beverage tax revenues to cover the cost of moving the softball/baseball and soccer fields from the Fonner Park location to the Veterans Athletic Field Complex, in order to accommodate the Nebraska State Fair.

On August 11, 2011, the City Council approved Ordinance #9315 which designated the use of the Food and Beverage tax to pay for the Nebraska State Fair support and Improvement Cash Matching Fund Pursuant to Neb. Rev. Stat. 2-108-110, and that any surplus funds would be designated for any additional voluntary payments on the City's debt as the Council shall so designate. In 2010, the 10% local match was \$311,221 and is expected to be approx. \$400,000 in 2016.

In July of 2012, LB745 became effective and requires any new occupation taxes or rate increases of existing occupation taxes for cities of the first class, be subject to voter approval.

Discussion

The current Food and Beverage tax will terminate when the debt arising out of the construction cost for the Community Fieldhouse is paid.

It is proposed that a ballot measure be included in the May 10, 2016 primary election for the continuation and expansion of the existing 1 1/2% tax on all food and beverage,

which would commence following the termination of the current tax. The expansion of the tax includes the sale of all food and beverages presently subject to sales tax including alcohol, along with food and non-alcoholic beverages. Tax exempt sales are determined by the Nebraska Department of Revenue and include the following.

Tax Exempt Sales

Sales and use taxes do not apply to the following sales of:

- ❖ Certain sales of prepared food served or sold by schools, school groups, churches, and organizations licensed by the State for the care of human beings. See Reg-1-083, Prepared Food and Beverage Service; Reg-1-090, Nonprofit Organizations; Reg-1-091, Religious Organizations; and Reg-1-092, Educational Institutions;
- ❖ Prepared food sold at political fund-raising events by ballot question committees, candidate committees, independent committees, and political party committees;
- ❖ Prepared food sold by residential facilities with communal dining rooms. For example, sales of meals to residents of a fraternity are not taxable. However, if a caterer sells meals to a fraternity, this is taxable and tax must be collected from the fraternity;
- ❖ Prepared food sold by organizations for the elderly, handicapped, or recipients of Supplemental Security Income authorized to accept electronic benefits transfer or food coupons; and
- ❖ Concession sales of prepared food when sold by elementary and secondary schools at school events.

The FY15-16 budgeted food and beverage tax revenue is \$1,631,847 and has been forecasted by the Nebraska Department of Revenue that the addition of alcohol will increase revenue by 10-15%.

The proposed new tax, which is shared by residents and all who visit Grand Island to dine and drink, will allow the City of Grand Island to invest in projects, programs and events that are important to our families and will attract more visitors to Grand Island.

Any ballot measure for voter consideration in the 2016 primary election needs to be submitted to the Hall County Election Office no later than March 21, 2016. A resolution approved by the City Council is required prior to the submittal of a ballot measure.

Alternatives

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

1. Move to approve.
2. Refer the topic back to City Staff.
3. Postpone the topic to future date.
4. Take no action on the topic.

Recommendation

City Administration recommends that Council approve Resolution 2015-347 authorizing a one and one half percent (1 1/2%) food and beverage tax measure to be placed on the May 10, 2016 primary election ballot and that the ballot language, in the resolution, designate how the proceeds of the tax would be expended.

Sample Motion

Move to approve Resolution 2015-347 for placing the continuation and expansion of the Occupation Tax on Food and Beverage on the May 10, 2016 primary ballot.

RESOLUTION 2015-347

WHEREAS, the Mayor and City Council of the City of Grand Island have expressed their desire to continue and expand an occupation tax of one and one half percent (1 ½%) on all food and beverages; and

WHEREAS, the Mayor and City Council wish to place this issue before the voters of the City of Grand Island, Nebraska for their decision at the next regular scheduled primary election to be held on May 10, 2016.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the following question be submitted to the qualified electors of the City of Grand Island at the next regular scheduled primary election to be held within the City on May 10, 2016:

“Shall the City of Grand Island impose an occupation tax of one and one half percent (1½%) on the sale of all food and beverages presently subject to sales tax in commercial establishments in the City of Grand Island, which occupation tax shall be imposed pursuant to Nebraska Statutes Sections 16-205 and 18-1208?”

Additional information about the proposed Occupation Tax:

The proceeds from this tax shall be used for the following community enhancements:

The annual financial commitment to the Nebraska State Fair as required by state law;

Promote entertainment, agricultural and livestock shows, trade shows and similar events that will attract visitors to Grand Island;

Ongoing enhancement and development of recreation and athletic facilities such as hike, bike and recreational trails, ball fields and other community activity needs;

Invest in community development projects and activities that stimulate progress and growth for Grand Island.

The City shall be entitled to finance any of the above projects through the acquisition of debt including but not limited to bonds.

The City of Grand Island shall be authorized to impose the occupation tax until repealed by the Grand Island City Council or the voters of Grand Island conditioned on the payment of outstanding debt incurred for the uses detailed above.

Approved as to Form ✕ _____
December 18, 2015 ✕ City Attorney

— FOR said proposal
— AGAINST said proposal

BE IT FUTHER RESOLVED that the City Clerk is authorized and directed to certify at least fifty days prior to the election a copy of this result to the Hall County Election Commissioner, who shall conduct the election as provided by law.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, December 22, 2015.

Jeremy L. Jensen, Mayor

Attest:

Nicki Stoltenberg
Assistant to the City Administrator



City of Grand Island

Tuesday, December 22, 2015

Council Session

Item I-3

#2015-348 - Consideration of Resolution to Transfer the Veterans Home Property from the State of Nebraska to the City of Grand Island

Staff Contact: Marlan Ferguson

Council Agenda Memo

From: Robert J. Sivick, City Attorney

Meeting: December 22, 2015

Subject: Consideration of Resolution Supporting the Transfer of Ownership of the Grand Island Veterans Home from the State of Nebraska to the City of Grand Island

Presenter(s): Marlan V. Ferguson, City Administrator

Background

Throughout 2015 City of Grand Island (City) officials and members of the Mayor's Special Committee have communicated and negotiated with the State of Nebraska (State) seeking transfer of ownership of the Grand Island Veterans Home (Veterans Home) to the City. Earlier this month State and City officials jointly announced a tentative agreement and schedule to convey title of the Veterans Home to the City.

Discussion

The November 13, 2015 Nebraska Department of Administrative Services White Paper sets forth the tentative terms and schedule for the transfer of ownership of the Veterans Home to the City. The City Attorney reviewed the terms and schedule contained in the White Paper and approves of its content. The first step in the transfer of the ownership of the Veterans Home is the approval of Resolution 2015-348 before the Council for consideration this evening. If approved the State will execute a Quitclaim Deed for the portion of the Veterans Home real estate presently used for agricultural and recreational purposes along with the Veterans Cemetery. Further transfer of Veterans Home real estate and improvements will be carried out by State and City officials dependent on planned construction of a new Veterans Home in Kearney, the relocation of Veterans Home residents, and the vacation of the State from Veterans Home land and buildings. Most importantly, the approval of Resolution 2015-348 will serve as the City's formal commitment to the transfer of ownership of the Veterans Home and allow both State and City officials to begin working on necessary details to accomplish the complete transfer sometime in the next several years.

Alternatives

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

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

Recommendation

The City Administration recommends the approval of Resolution 2015-348.

Sample Motion

Move to approve Resolution 2015-348.

GRAND ISLAND VETERANS HOME
WHITE PAPER – NOVEMBER 13, 2015

The Grand Island Veterans Home was established in **Legislative Bill 247** in 1887 by the Nebraska Legislature. It was titled *“An act to establish and maintain in Nebraska a soldiers’ and sailors’ home.”* Bill 247 came into full force and effect on **March 4th of 1887**. The legislation provided in **Section 3430** that *“[Location]-Such soldiers’ and sailors’ home shall be located not less than three miles nor more than six miles from the corporate limits of the city of Grand Island; Provided, that there shall be donated and conveyed to the state of Nebraska in fee simple, not less than 640 acres of land suitable as a site for said institution; to be approved and accepted by the board of public lands and buildings. If such lands shall not be donated and conveyed within 30 days after this act shall take effect, then the board of public lands and buildings shall locate and establish the same at some other suitable point, where such donation shall be made, having regard to the welfare of the institution and the health of its inmates.”*

It is unknown presently by this writer what transpired before and then between March 4th of 1887 and April 1st of 1887. More research will be required to fill in that blank.

Apparently pursuant to that legislation two (2) Warranty Deeds were subsequently recorded. The first was signed on the 1st day of April of 1877 by Alexander H. Baker and Mary J. Baker, (H&W), private citizens, conveying the South Half (S ½) of Section Five (5) in Township No. Eleven (11) in Hall County, containing 320 acres; the second was also signed on the 1st day of April of 1877, by Isaac R. Alter and Annie R. Alter (H&W), and Herbert H. Glover and Maggie F. Glover (H&W), all private citizens, conveying the north half (N ½) of Section Five (5) in Township No. Eleven (11) in Hall County, containing 320 acres. The total of both conveyances amounted to the 640 acres that Legislative Bill 247, Section 3430 required in order for the state of Nebraska to build the Soldiers’ and Sailors’ Home near Grand Island. A section of land contains 640 acres.

Each of the Warranty Deeds referred to in the paragraph above contained exactly the same language stating that the consideration for the conveyances was, *“...the sum of One Dollar and the location at Grand Island of the Soldiers’ and Sailors’ Home as per an Act of the Legislature of the State of Nebraska, entitled an Act to Establish and Maintain a Soldiers’ and Sailors’ Home, in hand paid by The State of Nebraska...”* Both Warranty Deeds were notarized by Q.B. Thompson, Notary Public. Both Warranty Deeds were filed and recorded at the exact same time of April 1, 1887 at 2:30 P.M. by Z.B. Partridge, Deputy County Clerk for Hall County, Nebraska. It therefore appears that the preparation, execution, and filing of the Warranty Deeds was organized to be simultaneous as part of a common purpose.

A relatively small portion of the original six hundred and forty (640) acres is currently used to house veterans and their spouses (30 + or - acres only). The remainder is either leased for farming purposes [three hundred twenty-nine (329) acres]; a ball field (77.39 acres); for a parking lot (10.667 acres); veterans cemetery space (4 + or - acres); or is an unusable pond or small lake (20 + or - acres).

TOTAL ANNUAL LEASE INCOME: A very summary abstract of the three (3) leases is as follows:

- Farming Cash Lease CL-33; Area: 329 acres; Expires: December 31, 2015 (2-years); Total rent per year: \$109,228.
- Ball Park Area: 77.39 acres; Lessee: City of Grand Island; Rent per year: \$1.
- Parking Lot (no number); Area: 10.667 acres; Lessee: United Veterans Club; Term: October 1, 2001 thru October 1, 2026 (25-years w/option to renew for 25-more years); Rent per year: \$1.

MAINTENANCE AND IMPROVEMENT COSTS: The costs for maintenance and improvements to the small tract of thirty (30) acres constituting the campus where veterans and their spouses are housed that have been incurred by the state building division of Administrative Services from 2010 thru 2015 have been \$7,797,374.40, comprised of 161 projects.

THE ISSUE: The city of Grand Island and other possible applicants for all or portions of the buildings and land such as the United Veterans Club and/or VFW Post 1347 have requested a fee simple (ownership) transfer from the state of Nebraska to it/them for nominal (\$1) consideration. The basis of their requests until now has been that either: (a) the city of Grand Island originally paid for the land deeded to the state of Nebraska in return for the state building and

operating a Soldiers' and Sailors' Home (later re-named the Grand Island Veterans Home), and if the state is no longer going to use the land for that purpose, Grand Island's land (640 acres) should now or soon be returned to it; or (b) it is in the best interests of the state of Nebraska and the city of Grand Island, a highly-progressive municipality, for the state to give the land, at little or no cost, to Grand Island for economic development purposes.

According to **Grand Island Mayor Jeremy Jensen**, a strategic business plan on the ultimate future use of the Grand Island Veterans Home properties is currently being formulated by an active committee appointed by him. The opportunity may arise for the state of Nebraska to be supportive of those plans when finalized and fully considered by all legally interested parties.

CURRENT ROUTINE OPTIONS: The Nebraska State Statutes describe a fairly complex procedure to convey 100% ownership in fee simple of the buildings and land constituting the original Veterans Home property. It does not allow the kind of expedited transaction being urged by the city of Grand Island.

The applicable statutes include, but are not limited to, **Nebraska Revised Statutes 72-811 thru 72-818** that expressly address "**Vacant Buildings and Excess Land**" – which are also frequently referred to as the "**VBEL**" provisions. They call for first offering the land to other Nebraska state agencies if they can use it for the same or similar purposes it traditionally has been used, and then, if there is no expression of interest, an appraisal of the property is performed after which it is offered to the highest public bidder.

If a state agency (such as the DHHS, Division of Veterans' Homes, in the case of the Grand Island Veterans Home) reports that any particular state-owned building or piece of land, such as the Grand Island Veterans Home, is unused, vacant, or excess (either in whole or in part), the State Building Administrator shall refer it to the Vacant Building and Excess Land (the "VBEL") Committee. The committee is made up of the Director of Administrative Services (Byron Diamond), the State Building Administrator (Rod Anderson), and the administrator of the Task Force for Building Renewal created pursuant to Neb. Rev. Stat. 81-174. The committee could as provided in Neb. Rev. Stat. 72-811 thru 72-818:

- "...order...**maintenance** of the building or land by the state building division of the Department of Administrative Services...;"
- "...order...disposal of the building or land through **sale**...;"
- "...order...disposal of the building or land through **lease**...;"
- "...order...disposal of the building or land through **demolition**...;" or
- "...order...disposal of the building or land through **otherwise**."

The determination and order of the VBEL Committee is then certified to the Director of Administrative Services, and if the order includes the sale, lease, or other disposal of the building or land, the Director of Administrative Services may execute any quitclaim deed, lease, or other instrument necessary to sell, lease, or dispose of the building or land. Neb. Rev. Stat 72-814. The director may also in accordance with Neb. Rev. Stat. 72-814:

- "...**trade** the building or land for other property needed by the state."
- install or **move another state agency or agencies** into the buildings or onto the property;

The state building division of the Department of Administrative Services shall be responsible to carry out the sale, lease, or other disposal of a building or land ordered by the VBEL Committee. Neb. Rev. Stat. 72-815(1). If the order is to sell or lease the building or land, the state building division shall cause an appraisal to be made of the building or land. Neb. Rev. Stat. 72-815(3)(a). The state building division shall have the discretion of advertising that it will be selling or leasing the property by auction, sealed bid, public sale, or private sale. Neb. Rev. Stat. 72-815(3)(a). "Priority [in the sale or lease of property] shall be given to other political subdivisions of state government, then to persons contracting with the state or political subdivisions of the state who will use the building or land for middle-income or low-income rental housing for at least fifteen years, and finally to referrals from the Department of Economic Development." Neb. Rev. Stat. 72-815(3)(a). Proceeds of the sale or lease shall be remitted by the state building division to the State Treasurer for credit to the Vacant Building and Excess Land Cash Fund. Neb. Rev. Stat. 72-815(c).

THE EQUITIES INVOLVED: It is clear that the original purpose of, and consideration for, the conveyance and donation of the section of land (640 acres, more or less) to the state of Nebraska in 1887 was the promise of the "**...location at Grand Island of the Soldiers' and Sailors' Home...**" With the decision by the state of Nebraska to move the Veterans

Home to Kearney, Nebraska, the **transfer by way of a grant to the city of Grand Island** of the remaining lands included in the original conveyance appears to be the fairest disposition of the real property and its improvements in light of the understanding that had to exist by all concerned at least between and including March 4, 1887 and April 1, 1887. In order to comply with Nebraska state law relative to VBEL properties, only the portion that is currently both "Vacant" and "Excess," and is not presently being used to further the state's direct interests, shall be subject to being immediately granted to the city of Grand Island, Nebraska, which necessitates a phasing in of the grants with the Veterans Home campus being in the final phase after the veterans have been completely relocated from the Grand Island Veterans Home to the new Central Nebraska Veterans Home in Kearney, Nebraska.

FINANCIAL AND INTANGIBLE BENEFITS OF A TRANSFER TO GRAND ISLAND: (A) It is the right, fair, and just thing for Nebraska state government to do (see the preceding paragraph); (B) Potential demolition costs of \$4 million as respects the Grand Island buildings will be permanently saved by the state and can be reallocated for more productive state purposes; (C) Maintenance of the Veterans Cemetery will be permanently transferred to the city of Grand Island with a 50-year estimated total maintenance and operational savings of \$206,000 in 2015 dollars; (D) Maintenance for the buildings constituting the campus where the veterans and their families currently live will be permanently transferred to the city of Grand Island resulting in a savings of dozens of maintenance projects and more than \$1 million annually, or \$50 million over the next 50-years, in 2015 dollars; (E) establishment, maintenance, and operation of a History Museum on the historic premises by the city of Grand Island; (F) establishment, maintenance, and operation of a new Grand Island cemetery on the premises; and (E) the city of Grand Island is collaborating with interested parties and investors to plan and create a high-technology, cyber/internet security college/campus/research facilities/think tanks and other collateral purposes that will generate large economic development investments, expand the tax base, create jobs, enhance national, educational, and corporate security, and bring more financial prosperity to Rural Nebraska.

PHASE I: In December 2015, the VBEL Committee will address an agenda that includes the farmland portion of the Veterans Home property constituting 329 acres of land, more or less; and the Ball Park and recreational area portion of the Veterans Home Property constituting 77.39 acres that is currently being leased to the city of Grand Island. The VBEL Committee will have at its disposal the investigation and due diligence of the State Building Division of the Administrative Services Department which will include, but not necessarily be limited to, an appraisal and survey of the 406.39 acres, more or less, constituting the farmland and the ball park/recreational areas. It is anticipated that the VBEL Committee will vote to give the land as a grant (an "Otherwise" method of "disposal" authorized by Neb. Rev. Stat. 72-811 thru 72-818) to the city of Grand Island. The grant should require the unequivocal acceptance by the city of Grand Island of the obligation to **Defend and Hold Harmless** the state of Nebraska and the subject land from the claims and/or suits/or other alternative dispute resolution proceedings, of and by any other parties that may allege a superior ownership/possessory right to the land, or any portion of it; damages; claims; or equitable remedies.

PHASE II: After the last Veteran and caregiver staff member vacates the Grand Island Veterans Home, in 3-4 years, the VBEL Committee will address an agenda that includes the Veterans Home campus which contains about 30-40 acres; the Veterans Cemetery that includes approximately five (5) acres; the Parking Lot of 10.667 acres currently leased to the United Veterans Club; and any other land that has not been otherwise sold or permanently disposed of. The VBEL Committee will have at its disposal the investigation and due diligence of the State Building Division of the Administrative Services Department which will include, but not necessarily limited to, an appraisal and survey of the forty-five (45) to fifty-five (55) acres, more or less, constituting the campus, cemetery, and Veterans Club Parking Lot. It is anticipated that the VBEL Committee will vote to give the land as a grant (an "Otherwise" method of "disposal" authorized by Neb. Rev. Stat. 72-811 thru 72-818) to the city of Grand Island. The grant should require: (1) the unequivocal acceptance by the city of Grand Island of the obligation to **Defend and Hold Harmless** the state of Nebraska and the subject land from the claims and/or suits/or other alternative dispute resolution proceedings, of and by any other parties that may allege a superior ownership or possessory right to the land, or any portion of it; damages; claims; or equitable remedies; (2) an assurance that the city of Grand Island will deal fairly and compassionately with the need of the United Veterans Club to have a legal right to indefinitely occupy the 10.667 acres constituting the parking lot at little to no cost except its own maintenance; and (3) that the city of Grand Island will abide by the **Historic Programmatic Agreement** which the Nebraska Department of Administrative Services currently has with the United States Department of Veterans Affairs and the Nebraska State Historic Preservation Office relative to the buildings on

the historic Grand Island Veterans Home campus and the Veterans Cemetery. Due to the Veterans Administration grant to build the new facility in Kearney, Nebraska, all stakeholders are required to determine the future of historically significant buildings on the Grand Island Veterans Home campus. The requirements of the VA State Home Construction Grant Program are available in 38 CFR, Part 59. Because of the VA grant, plans must be reviewed under Section 106 of the National Historic Preservation Act (36 CFR, Part 800), the National Environmental Policy Act, and other laws requiring consultation and consideration of the effects of the proposed project. Grand Island must enter into an enforceable agreement to assume the responsibilities of the Department of Administrative Services under the Historic Programmatic Agreement.

TIMELINE: The following timeline* shall provide illustrative guidance in the grant of land to the city of Grand Island, to-wit:

- November 19, 2015: The SBD engages an appraiser to appraise the value of the 329 acres of farmland. It also engages an appraiser to appraise the value of the 77.39 acres of ballfield and recreation area.
- November 19, 2015: The SBD engages a surveyor to survey the various tracts of land that are still owned in fee simple by the state of Nebraska including the farmland, ball field and recreational area, Grand Island Veterans Home campus, Veterans Cemetery, the parking lot leased to the Veterans Club, and any other areas that remain the property of the state of Nebraska which have not yet been accounted for. It is believed, for instance, that the lake on the original section of land (about 30-acres) has been previously sold to Hall County. If it has not been sold to Hall County, but rather leased, it too will be surveyed.
- VBEL Committee meets on December 18th and determines that the Farmland and Ballpark/Recreational Area are vacant, unused, and excess property and should be granted to the city of Grand Island.
- The city of Grand Island makes the legal and other commitments required of it on or before December 18th.
- Director Byron Diamond executes a Quitclaim Deed to the city of Grand Island on December 18th listing the legal descriptions of the Farmland and Ballfield.
- In January, 2016 bids are let for the new construction of the Central Nebraska Veterans Home in Kearney, Nebraska, and the contractor commences work.
- In November 2018, the city of Kearney issues a Certificate of Occupancy authorizing the use of the Central Nebraska veterans Home in Kearney, Nebraska.
- In November 2018, the SBD engages an appraisal service to appraise the main Grand Island Veterans Home Campus, the Veterans Cemetery, and the Parking Lot of the United Veterans Club (about 45-55 acres in total).
- February 14, 2019, Veterans and their families and Central Nebraska Veterans Home staff have all moved from Grand Island to Kearney and into the Kearney facility.
- The VBEL Committee meets on February 28, 2019 and determines that the vacant, unused, and excess property upon which the Grand Island Veterans Home was built, Veterans Cemetery, and Veterans Club Parking Lot Areas should be granted to the city of Grand Island.
- The city of Grand Island makes the legal commitments required of it on or before February 28th, 2019.
- Director Byron Diamond executes a Quitclaim Deed to the city of Grand Island on February 28th, 2019, listing the legal descriptions constituting the Grand Island Veterans Home campus, Veterans Cemetery, and United Veterans Club Parking Lot Areas.

* Timeline is for illustrative purposes only and does not include all milestones or represent the views of all applicable SBD/AS senior management.

* * *

MEMORANDUM

TO: Byron Diamond, DAS Director
Rod Anderson, State Building Division Administrator

FROM: Bo Botelho, Deputy Director and General Counsel

DATE: November 17, 2015

RE: Grand Island Veterans' Home

Question presented: Can the State of Nebraska, DAS, Building Division convey the real property commonly known as the Grand Island Veterans' Home and associated grounds to the City of Grand Island.

To answer the question, I have reviewed the original deeds granting the property to the State, the vacant building and excess land statutes, and Nebraska State Constitution. The original deeds conveyed the property to the state for the consideration of "One Dollar and on the condition that the location of the Soldiers and Sailors Home be on that property in Grand Island. Said deed did not contain any right of reversion or any other limitation, duration, or use restriction. However, it is clear from the consideration language that the intent of the conveyance was for the home to be located in Grand Island, Nebraska.

The vacant building and excess land statutes create and empower the VBEL Committee to dispose of real property no longer in or of use to the State of Nebraska or its agencies. Per the statute, once the Committee determines a piece of property to be vacant and/or excess it now must determine the means of disposal for said property. Disposal may include trade, swap real property for other real property, sale, lease, or "other disposal" method. The Committee shall direct the method of disposal to the DAS Director to carry out the disposal as directed.

It would appear from the plain language of the statute, the Legislature intended to allow for disposal of real property beyond sale, lease or trade. 'Sale' is legally defined as the transfer of property or title for a price; the agreement by which such a transfer takes place, containing the four elements of (1) parties competent to contract, (2) mutual assent, (3) a thing capable of being transferred, and (4) a price in money paid or promised. 'Lease' is legally defined as contract by which a rightful possessor of real property conveys the right to use and occupy that property in exchange for consideration, usually rent. 'Disposal' means the action or process of throwing away or getting rid of something.

Both a sale and lease would necessitate the State receiving some form of pecuniary consideration in exchange for the deeding over of the real property or the granting of use of the real property via a lease or license. The inclusion of the "trade" language as described in

Bo Botelho, Deputy Director and General Counsel

Administrative Services • 1526 K Street, Suite 140 • Lincoln, Nebraska 68508 • Phone: 402-471-1405 • Fax: 402-471-4157

the statute provides for the exchange of real property no longer of use to the State for real property of equivalent value which the State may use. The inclusion of the "other disposal" language would seem to allow for the relinquishing of real property by the State for consideration other than pecuniary or other real property, such as donation.

The Nebraska State Constitution Article III-21 prohibits the State from donating State land to, "railroad companies, private corporations, or individuals." It does not prohibit the donation of state land to political subdivisions. Since the framers did not include political subdivisions in the prohibition, it can be assumed that the framers meant to allow for such an action or at least did not intend to prohibit such an action.

III-20 prohibits the alienation of natural resources contained in the ground such as coal, oil, minerals, etc. but does not provide any further prohibition or restrictions on the granting of land.

Thus, when reading the statutes and the Constitution together, it seems reasonable that the VBEL Committee may direct the Director of Administrative Services and State Building Division to transfer the "Nebraska Grand Island Veterans' Home" and associated property to the City of Grand Island for consideration other than pecuniary consideration or donation.

Bo Botelho, Deputy Director and General Counsel

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After recording, return copy of recorded instrument to:

Sarah McCarter, Commercial Lease Coordinator

AS/State Building Division

PO Box 98940

Lincoln, NE 68509-8940

QUITCLAIM DEED

STATE OF NEBRASKA, through the Department of Administrative Services, an agency of the State of Nebraska, hereinafter referred to as the "GRANTOR", for and in consideration of One Dollar (\$1.00) and other good and valuable consideration received from the **City of Grand Island**, a political subdivision of the State of Nebraska, hereinafter referred to as the "GRANTEE", whose mailing address is 100 East First Street, Grand Island, NE 68802, hereby quitclaims to Grantee all of its right, title, and interest in and to the real estate, more particularly described as:

A PARCEL OF LAND LOCATED IN GOVERNMENT LOT 2 IN SECTION 6 AND THE SOUTHWEST QUARTER OF SECTION 5, ALL IN TOWNSHIP 11 NORTH, RANGE 9 WEST OF THE SIXTH P.M., HALL COUNTY, NEBRASKA, BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 5; THENCE N00°12'38"W (ASSUMED BEARING) ON THE WEST LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 33.00 FEET TO THE NORTH RIGHT OF WAY LINE OF CAPITAL AVENUE; THENCE S89°42'04"E ON SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 357.49 FEET TO THE SOUTHWEST CORNER OF A PARCEL OF LAND DESCRIBED AND RECORDED IN INSTRUMENT NO. 201306652; THENCE N00°17'56"E ON THE WEST LINE OF SAID PARCEL, A DISTANCE OF 44.00 FEET TO THE NORTHWEST CORNER OF SAID PARCEL AND THE POINT OF BEGINNING; THENCE N00°17'56"E, A DISTANCE OF 397.98 FEET; THENCE N89°42'04"W, PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 271.42 FEET; THENCE N00°12'35"W, A DISTANCE OF 44.00 FEET; THENCE N56°45'43"W, A DISTANCE OF 279.21 FEET TO THE EAST RIGHT OF WAY LINE OF WEBB ROAD; THENCE N00°27'35"W ON SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 1759.63 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF OLD NEBRASKA HIGHWAY 2, AS DESCRIBED AND RECORDED IN MISC. RECORD U. PAGE 456; THENCE S73°54'50"E ON SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 2753.58 FEET; THENCE S00°09'33"E, PARALLEL WITH THE EAST LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 1466.65 FEET TO THE NORTH RIGHT OF WAY LINE OF CAPITAL AVENUE AS DESCRIBED AND RECORDED IN SAID INSTRUMENT NO. 201306652; THENCE N89°42'04"W ON SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 2067.48 FEET TO THE POINT OF BEGINNING, CONTAINING 105.12 ACRES, MORE OR LESS.

TOGETHER WITH

A PARCEL OF LAND LOCATED IN GOVERNMENT LOT 2 IN SECTION 6 AND A PART OF SECTION 5, ALL IN TOWNSHIP 11 NORTH, RANGE 9 WEST OF THE SIXTH P.M., HALL COUNTY, NEBRASKA, BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 5; THENCE N00°10'40"W (ASSUMED BEARING) ON THE WEST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 2301.63 FEET TO THE SOUTH RIGHT OF WAY LINE OF U.S. HIGHWAY 281, AS DESCRIBED AND RECORDED IN INSTRUMENT NO. 83-03449; THENCE N85°41'48"E ON SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 1395.99 FEET; THENCE N87°17'06"E, CONTINUING ON SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 600.49 FEET; THENCE S85°55'36"E, CONTINUING ON SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 636.96 FEET TO THE EAST LINE OF SAID NORTHWEST QUARTER; THENCE S85°10'20"E, CONTINUING ON SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 509.71 FEET TO THE NORTHWEST CORNER OF A PARCEL OF LAND DESCRIBED AND RECORDED IN INSTRUMENT NO. 95-108524; THENCE S90°02'26"W ON THE WEST LINE OF TWO PARCELS OF LAND DESCRIBED AND RECORDED IN INSTRUMENT NO. 95-108524 AND 97-104174, A DISTANCE OF 1147.05 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL OF LAND DESCRIBED IN INSTRUMENT NO. 97-104174; THENCE S28°58'32"E ON THE SOUTH LINE OF SAID PARCEL, A DISTANCE OF 69.15 FEET TO THE NORTHWEST CORNER OF A PARCEL OF LAND DESCRIBED AND RECORDED IN INSTRUMENT NO. 201001127; THENCE S00°11'25"W ON THE WEST LINE OF SAID PARCEL, A DISTANCE OF 59.94 FEET; THENCE N89°01'12"W, CONTINUING ON SAID WEST LINE, A DISTANCE OF 28.99 FEET; THENCE S02°02'26"W, CONTINUING ON SAID WEST LINE, A DISTANCE OF 1630.65 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL; THENCE S89°25'27"E ON THE SOUTH LINE OF SAID PARCEL, A DISTANCE OF 1748.67 FEET; THENCE N28°33'31"E, CONTINUING ON SAID SOUTH LINE, A DISTANCE OF 250.49 FEET; THENCE S88°45'38"E, CONTINUING ON SAID SOUTH LINE, A DISTANCE OF 254.80 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL AND THE WEST RIGHT OF WAY LINE OF BROADWELL AVENUE; THENCE S00°15'58"W ON SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 1444.91 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF THE BURLINGTON NORTHERN SANTA FE RAILWAY, AS DESCRIBED AND RECORDED IN INSTRUMENT NO. 201300944; THENCE N73°53'50"W ON SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 5664.36 FEET TO THE EAST RIGHT OF WAY LINE OF WEBB ROAD; THENCE N00°24'09"W ON SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 109.45 FEET TO THE NORTH LINE OF GOVERNMENT LOT 2 IN SECTION 6; THENCE S89°56'46"E ON SAID NORTH LINE, A DISTANCE OF 197.73 FEET TO THE POINT OF BEGINNING, CONTAINING 264.02 ACRES, MORE OR LESS.

TOGETHER WITH

A TRACT OF LAND LOCATED IN PART OF THE EAST HALF (E1/2) OF SECTION FIVE (5), TOWNSHIP ELEVEN (11) NORTH, RANGE NINE (9) WEST OF THE 6TH P.M., HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE EAST QUARTER (E1/4) CORNER OF SECTION 5-T11N-R9W; THENCE ON AN ASSUMED BEARING OF N88°50'06"W UPON THE SOUTH LINE OF THE NORTHEAST QUARTER (NE1/4) OF SAID SECTION 5; A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING, SAID POINT ALSO BEING ON THE WESTERLY RIGHT-OF-WAY (ROW) LINE OF BROADWELL AVENUE; THENCE S00°51'43"W UPON AND ALONG SAID WESTERLY ROW LINE A DISTANCE OF 179.46 FEET; THENCE N85°10'58"W A DISTANCE OF 254.75 FEET; THENCE S29°09'23"W A DISTANCE OF 250.49 FEET; THENCE N88°50'06"W PARALLEL WITH SAID SOUTH LINE OF NE1/4; A DISTANCE OF 1748.67 FEET; THENCE N00°37'43"E A DISTANCE OF 397.71 FEET TO SAID SOUTH LINE OF THE NE1/4; THENCE N00°37'43"E A DISTANCE OF 1233.17 FEET; THENCE S68°25'59"E A DISTANCE OF 69.05 FEET; THENCE N00°42'20"E A DISTANCE OF 59.94 FEET; THENCE S89°21'19"E A DISTANCE OF 259.64 FEET; THENCE S88°20'18"E A DISTANCE OF 428.58 FEET; THENCE S88°24'58"E A DISTANCE OF 1150.41 FEET TO A POINT BEING ON SAID WESTERLY ROW LINE OF BROADWELL AVENUE, SAID POINT ALSO BEING THE WESTERLY LINE OF NEBRASKA STATE ROW DESCRIBED IN STATE OF NEBRASKA DEPARTMENT OF ROADS OCCUPENT NO. 93-104239, RECORDED MAY 26, 1993, REGISTER OF DEEDS, HALL COUNTY, NEBRASKA; THENCE S11°16'37"E UPON AND ALONG SAID WESTERLY ROW LINES OF BROADWELL AVENUE AND STATE DEED A DISTANCE OF 212.80 FEET; THENCE S00°36'41"E UPON AND ALONG SAID WESTERLY ROW LINES A DISTANCE OF 463.24 FEET; THENCE S20°27'26"E UPON AND ALONG SAID WESTERLY ROW LINES A DISTANCE OF 243.20 FEET; THENCE S00°00'05"E UPON AND ALONG SAID WESTERLY ROW LINES A DISTANCE OF 354.81 FEET TO THE POINT OF BEGINNING, CONTAINING 1235 ACRES, MORE OR LESS.

TOGETHER WITH ALL IMPROVEMENTS THERON AND ALL RIGHTS AND APPURTENANCES APPERTAINING THERETO, AND ALL OF SELLER'S RIGHTS AND INTEREST, IF ANY, IN AND SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD, AND ALLEYS, HIGHWAYS, OR STREETS IN, ON, ACROSS, OR ADJOINING THE LAND.

SAID CONVEYANCE COLLECTIVELY CONTAINS 448.52 ACRES, MORE OR LESS, AND HAVING A LOCATION LOCALLY DESCRIBED AS THE GRAND ISLAND VETERANS HOME RECREATION AREA AND FARMLAND.

The undersigned person executing this deed on behalf of the Grantor represents and certifies that he is the authorized agency director to sign on behalf of the Grantor and has been fully empowered by proper resolution, statute, and/or state directive to execute and deliver this deed on behalf of the Grantor, and that all necessary actions for the making of this conveyance have been completed, as provided in Neb Rev. Stat. §§ 72-812 thru 72-815.

IN WITNESS WHEREOF, Grantor has caused this deed to be executed this ____ day of _____, 20____.

STATE OF NEBRASKA, GRANTOR

By: _____
Byron L. Diamond, Director
Department of Administrative Services

ACKNOWLEDGMENT

State of Nebraska, County of Lancaster

The foregoing instrument was acknowledged before me on this ____ day of _____, 20____ by Byron L. Diamond, Director, Department of Administrative Services for the State of Nebraska, Grantor.

Affix seal here.

Notary Public

December 16, 2015

Byron J. Brogan
Administrative Manager
State of Nebraska
Department of Administrative Services
State Building Division
1526 K Street, Suite 200
Lincoln, Nebraska 68508

VIA ELECTRONIC AND U.S. MAIL

Re: Grand Island Veterans Home

Dear Mr. Brogan:

This letter is in reference to our telephonic and electronic mail communications regarding the Grand Island Veterans Home and the documents provided for my review. Please consider this letter to be my response on behalf of the City of Grand Island (City).

I reviewed the November 13, 2015 State of Nebraska (State) White Paper regarding the history of the Nebraska Soldiers' and Sailors' Home (now the Grand Island Veterans Home) and the present use of the section (640 acres) conveyed to the State in 1877 for establishment and use as that facility. I reviewed the recitation of legalities involved in transferring the real estate and improvements in question from the State to the City. I also reviewed the recitation of financial benefits to both the State and City created by the transfer and the public policy reasons for doing so. Finally, I reviewed the State's proposed timetable for said transfer delineated as Phase I and II. I concur with the facts, reasoning, and conclusions set forth in the White Paper and have no objection to its contents.

I reviewed the November 17, 2015 Legal Memorandum of Bo Botelho, General Counsel for the Department of Administrative Services (DAS) regarding the conveyance of the Grand Island

Byron J. Brogan
December 16, 2015
Page Two

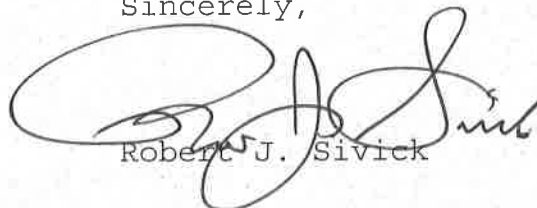
Veterans Home from the State to the City. I concur with the facts and conclusions set forth by Mr. Botelho and have no objections to the content of that document.

I reviewed the State's proposed Quitclaim Deed for its transfer to the City of that portion of the Veterans Home real estate presently being used for agricultural and recreational purposes along with the Veterans Cemetery. I have no objection to the content or proposed use of that document. I acknowledge the City will be responsible for maintenance of the Veterans Cemetery upon conveyance by the State. The City has no objection to the State retaining title to equipment and property presently stored in small buildings located on the agricultural land. The City requests the State ultimately remove that property within a reasonable time period.

I discussed this matter with relevant City officials and the City Administration plans to bring the enclosed Resolution before the Grand Island City Council on December 22, 2015. I am confident the Resolution will be approved and serve as clear indication of the City's intent to accept transfer of the real estate and improvements in question in accordance with the terms and timetable as set forth in the White Paper.

Finally, on behalf of the City, I want to thank you, DAS Director Byron Diamond, and Governor Pete Ricketts for your combined efforts in this matter. I am confident the City and its officials will take all necessary action to make the State and City's mutual plan for the future use of the Grand Island Veterans Home property a reality.

Sincerely,



Robert J. Sivick

RJS/cle

CC: Jeremy L. Jensen, Mayor
Marlan V. Ferguson, City Administrator

RESOLUTION 2015-348

WHEREAS, over the course of the last year State of Nebraska and City of Grand Island officials have been meeting and communicating regarding the future use of the Grand Island Veterans Home; and

WHEREAS, it is in the best interests of the State of Nebraska and the City of Grand Island title to the real estate and improvements comprising the Grand Island Veterans Home be transferred from the State to the City in accordance with the tentative schedule set forth in the November 13, 2015 White Paper prepared by the Nebraska Department of Administrative Services; and

WHEREAS, the State of Nebraska has agreed to transfer to the City that portion of the Grand Island Veterans Home real estate presently being used for agricultural and recreational purposes along with the Veterans Cemetery; and

WHEREAS, the proposed matter as stated above has been reviewed and approved by the 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 accepts conveyance from the State of Nebraska to title to real estate located at the Grand Island Veterans Home site presently being used for agricultural and recreational use along with the Veterans Cemetery. Furthermore, City staff is directed to take all necessary action to effect the eventual transfer of title to real estate and improvements pursuant to the terms and tentative schedule set forth in the November 13, 2015 Nebraska Department of Administrative Services White Paper.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, December 22, 2015.

Jeremy L. Jensen, Mayor

ATTEST:

Nicki Stoltenberg
Assistant to the City Administrator

| | |
|---------------------|-----------------|
| Approved as to Form | ☐ _____ |
| December 18, 2015 | ☐ City Attorney |



City of Grand Island

Tuesday, December 22, 2015

Council Session

Item J-1

Approving Payment of Claims for the Period of December 9, 2015 through December 22, 2015

The Claims for the period of December 9, 2015 through December 22, 2015 for a total amount of \$6,151,954.26. A MOTION is in order.

Staff Contact: William Clingman