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# City of Grand Island



**Tuesday, June 28, 2011**

## **Council Session Packet**

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### **City Council:**

**Larry Carney**  
**Linna Dee Donaldson**  
**Scott Dugan**  
**Randy Gard**  
**John Gericke**  
**Peg Gilbert**  
**Chuck Haase**  
**Mitchell Nickerson**  
**Bob Niemann**  
**Kirk Ramsey**

### **Mayor:**

**Jay Vavricek**

### **City Administrator:**

**Mary Lou Brown**

### **City Clerk:**

**RaNae Edwards**

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**7:00:00 PM**  
**Council Chambers - City Hall**  
**100 East First 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.

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**Invocation - Pastor Rene Lopez, Iglesia de Dios, 2325 West State Street**

**Pledge of Allegiance**

**Roll Call**

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## **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.

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## **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.

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## **MAYOR COMMUNICATION**

This is an opportunity for the Mayor to comment on current events, activities, and issues of interest to the community.



# City of Grand Island

Tuesday, June 28, 2011

Council Session

## Item C1

### **Recognition of Lonnie Wilsey, Sr. Materials Handler in the Utilities Department for 35 Years of Service with the City of Grand Island**

*The Mayor and City Council will recognize Lonnie Wilsey, Sr. Materials Handler with the Utilities Department for 35 years of service with the City of Grand Island. Mr. Wilsey was hired on June 17, 1976 as a Utilities Worker 1; was promoted to Power Plant Operator 1 on July 17, 1977; Maintenance Operator on November 19, 1979; Materials Handler on April 19, 1982; Materials Handler Leadsman on January 20, 1986; and to his current position of Sr. Materials Handler on March 5, 1993. We congratulate Mr. Wilsey for his dedication and service to the City of Grand Island.*

Staff Contact: Mayor Vavricek

# Thirty Five Year Service Award

WE HEREBY EXPRESS OUR SINCERE APPRECIATION TO

LONNIE WILSEY

For your Loyalty, Diligence, and Outstanding Performance During Your Tenure With



*[Signature]*  
Department Director

*[Signature]*  
Mayor

6-6-11  
Date

5-17-11  
Date



# **City of Grand Island**

**Tuesday, June 28, 2011**

**Council Session**

## **Item E1**

**Public Hearing on Request from MJR, Inc. dba Bandits, 1016  
Diers Avenue, Suite 118 for a Class "C" Liquor License**

**Staff Contact: RaNae Edwards**

# **Council Agenda Memo**

**From:** RaNae Edwards, City Clerk

**Meeting:** June 28, 2011

**Subject:** Public Hearing on Request from MJR, Inc. dba Bandits, 1016 Diers Avenue, Suite 118 for a Class "C" Liquor License

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

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

## **Background**

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

### **Declared Legislative Intent**

It is hereby declared to be the intent and purpose of the city council in adopting and administering the provisions of this chapter:

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

## **Discussion**

MJR, Inc. dba Bandits, 1016 Diers Avenue, Suite 118 has submitted an application for a Class "C" Liquor License. A Class "C" Liquor License allows for the sale of alcohol on and off sale inside the corporate limits of the city.

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

Also submitted with the application was a request for Liquor Manager designation from Tim McMullen, 819 West 12<sup>th</sup> Street.

### **Alternatives**

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

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

### **Recommendation**

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

### **Sample Motion**

Move to approve the application for MJR, Inc. dba Bandits, 1016 Diers Avenue, Suite 118 for a Class "C" Liquor License contingent upon final inspections and Liquor Manager designation for Tim McMullen, 819 West 12<sup>th</sup> Street contingent upon Mr. McMullen completing a state approved alcohol server/seller training program.

06/23/11  
450  
13:01  
1

Grand Island Police Department

LAW INCIDENT TABLE

Page:

City : Grand Island  
Occurred after : 10:09:50 06/14/2011  
Occurred before : 10:09:50 06/14/2011  
When reported : 10:09:50 06/14/2011  
Date disposition declared : 06/14/2011  
Incident number : L11062284  
Primary incident number :  
Incident nature : Liquor Lic Inv Liquor License  
Investigation  
Incident address : 1016 Diers Ave N  
State abbreviation : NE  
ZIP Code : 68803  
Contact or caller :  
Complainant name number :  
Area location code : PCID Police - CID  
Received by : Vitera D  
How received : T Telephone  
Agency code : GIPD Grand Island Police Department  
Responsible officer : Vitera D  
Offense as Taken :  
Offense as Observed :  
Disposition : ACT Active  
Misc. number : RaNae  
Geobase address ID : 6374  
Long-term call ID :  
Clearance Code : CL Case Closed  
Judicial Status : NCI Non-criminal Incident

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INVOLVEMENTS:

Px	Record #	Date	Description	Relationship
NM	2902	06/21/11	McMullen, Timothy L	Owner
NM	121158	06/21/11	Bandits,	Business
NM	167258	06/21/11	Javorsky, Troy M	Owner

LAW INCIDENT CIRCUMSTANCES:

Se	Circu	Circumstance code	Miscellaneous
1	LT03	Bar/Night Club	

LAW INCIDENT NARRATIVE:

I Received a Copy of a Liquor License Application for Bandits and a Copy of a Liquor Manager Application from Timothy McMullen.

LAW INCIDENT RESPONDERS DETAIL:

Seq	Responding officer	Unit number
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1	Vitera D	318 Vitera D
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06/23/11 Grand Island Police Department

450

13:01

LAW INCIDENT TABLE

Page:

2

LAW SUPPLEMENTAL NARRATIVE:

Seq	Name	Date
1	Vitera D	10:04:08 06/21/2011

06/23/11

Grand Island Police Department

450

13:01

LAW INCIDENT TABLE

Page:

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318

Grand Island Police Department  
Supplemental Report

Date, Time: Tue Jun 21 10:04:24 CDT 2011

Reporting Officer: Vitera

Unit- CID

I received a copy of a corporate Class C (beer,wine,distilled spirits on & off sale) liquor license application from Timothy McMullen and Troy Javorsky for Bandits. They are in the process of buying the business from Andrew Meier. They did not file for a Temporary Operating Permit. They want to keep running the business as a sports bar. According to the application, Timothy has lived in Grand Island since 1993. Troy Javorsky has lived in Nebraska since at least 2001. Timothy and Troy are the only two people listed on the application. Timothy also filled out an application to be the manager.

A question on the liquor license application asks if anyone involved has ever been convicted of anything. Timothy disclosed a DUI conviction in 2001 and a

second DUI conviction in 2004. Troy disclosed a felony theft conviction in 1986 and a DUI conviction in 1992. A court order dated 6/3/11 to set aside Troy's felony theft conviction was attached to the application.

I checked Timothy and Troy through Spillman and NCJIS. I located Timothy in Spillman but did not see anything that would indicate he failed to disclose any convictions. I did not find a Spillman entry for Troy. The NCJIS check revealed that Timothy failed to disclose a conviction for not having a valid registration in 1999. Troy has an undisclosed speeding conviction from 2008.

I found Troy on Facebook, but he didn't have anything posted that I could see without being a friend except who his friends are. There are too many Timothy McMullen's on Facebook to positively identify the one involved in this application. I searched for Timothy and Troy through Entersect and didn't find anything of interest other than Troy may have lived in San Diego, CA and also Bellevue, NE during a timeframe he listed an address in Kearney or Johnson Lake on the application.

On 6/22/11, I spoke to Timothy "Tim" McMullen at Bandit's. Tim said he has known Troy since they were in high school together at G.I.S.H. Tim advised that he recently spoke to Troy about the felony theft conviction. Tim was told that it was something stupid Troy did when he was in high school, and he didn't remember that the conviction was a felony. Tim said he was aware of the theft when he was in high school, he just asked Troy for more details since the theft showed up as a felony on Troy's background check, and the felony conviction wouldn't allow them to get a license. Tim said that Troy is mostly just a financial partner.

I also asked Tim what he knew about where Troy has lived over the years. Tim was pretty sure that Troy did live in the Omaha area and San Diego for awhile but wasn't sure how long ago Troy may have lived in San Diego. After discussing

Troy, I asked Tim how he met Andrew Meier. Tim said he met Andrew through the bar business. Tim has not only worked for Andrew at Bandit's, he has also worked at Balz and Fonner Keno.

Tim doesn't plan on any immediate changes to Bandit's. He said it is doing well

now, and he doesn't want to ruin that. However, small changes he is

06/23/11

Grand Island Police Department

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13:01

LAW INCIDENT TABLE

Page:

4

contemplating are mostly food related. He said he will continue to offer a free

cab service to anyone who needs a ride home from Bandit's after drinking.

He

would someday consider a type of shuttle service as well.

On 6/22/11, I called Troy Javorsky and spoke with him over the phone.

Troy

confirmed that he has known Tim since high school. Troy also echoed what

Tim

said that he is mostly just a financial partner. Troy plans on

continuing to

live at Johnson Lake and work in Lexington. He said he might stop by

Bandit's

once a month or so to check on the business. I asked Troy about living in some

other places that he didn't list on the application over the last ten years.

Troy advised that he lived in Bellevue for awhile. He was working for Hamilton

Chevrolet at the time and was transferred to Beardmore in Bellevue

(family

ties). He only lived in Bellevue for a short time, and just forgot to list it

on the application. He also lived in San Diego, but that was just over ten

years ago. He spoke about his felony theft conviction twenty-five years ago.

He said it was a stupid high school kid thing. He thought it was

convicted of a

misdemeanor. The records check surprised him. Troy told me to call him anytime

if I need anything further.

In summary, Tim and Troy each only had one minor traffic-related conviction that

they failed to disclose. Tim has worked in the bar business for several years

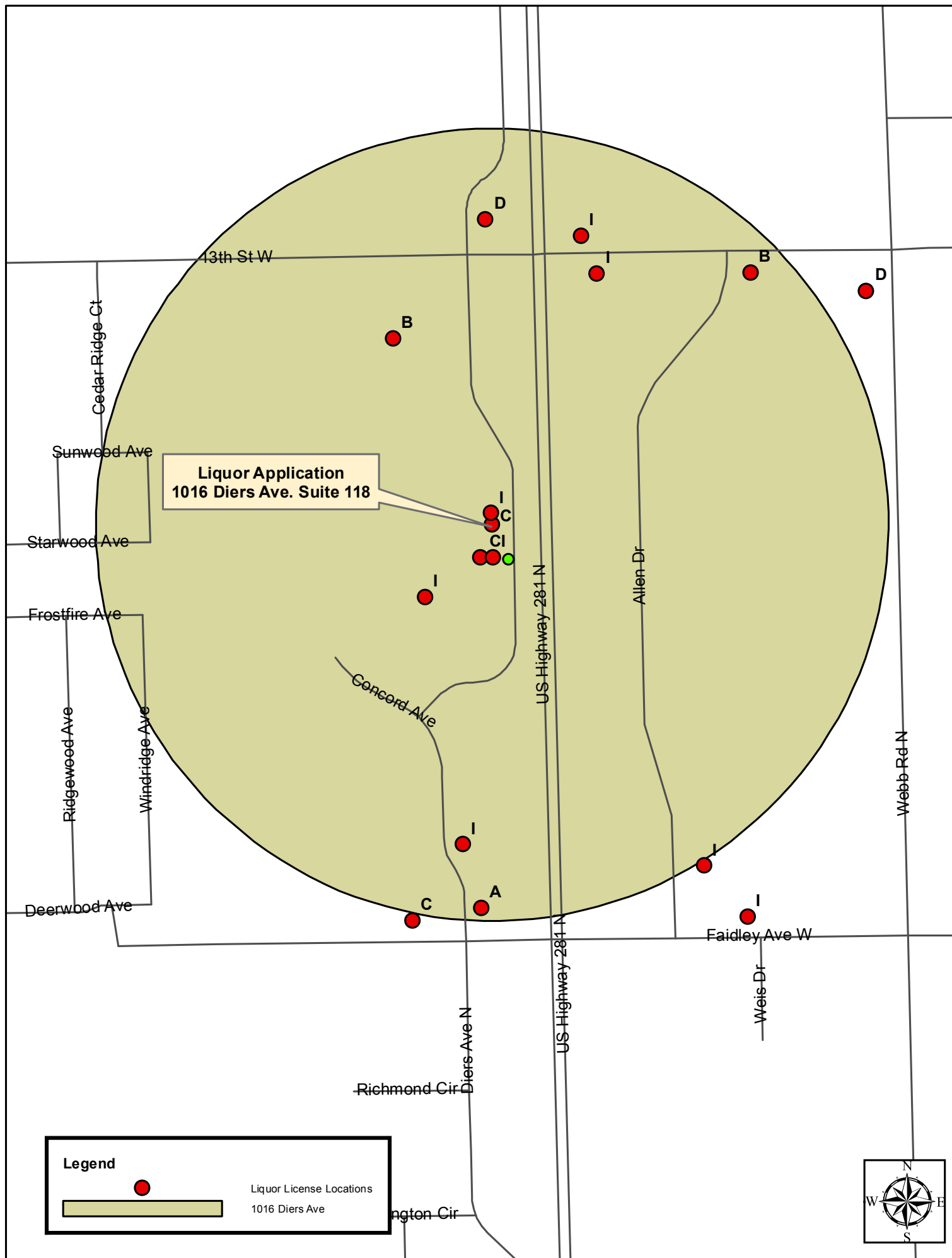
and isn't planning on making any radical changes to Bandit's. Other than a few

minor omissions, nothing was out of the ordinary on the application.

After

meeting with Tim and speaking to Troy, the GIPD has no objection to their liquor

license for Bandit's or to Tim being the liquor manager.





# City of Grand Island

Tuesday, June 28, 2011

Council Session

## Item E2

**Public Hearing on Request from Fuji Steak House, Inc. dba Fuji Japanese Steak House, 1004 North Diers Avenue, Suite 200 for a Class "I" Liquor License**

Staff Contact: RaNae Edwards

# **Council Agenda Memo**

**From:** RaNae Edwards, City Clerk

**Meeting:** June 28, 2011

**Subject:** Public Hearing on Request from Fuji Steak House, Inc.  
dba Fuji Japanese Steak House, 1004 North Diers  
Avenue, Suite 200 for a Class "I" Liquor License

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

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

## **Background**

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

### **Declared Legislative Intent**

It is hereby declared to be the intent and purpose of the city council in adopting and administering the provisions of this chapter:

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

## **Discussion**

Fuji Steak House, Inc. dba Fuji Japanese Steak House, 1004 North Diers Avenue, Suite 200 has submitted an application for a Class "I" Liquor License. A Class "I" Liquor License allows for the sale of alcohol on sale only inside the corporate limits of the city.

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

Also submitted with the application was a request for Liquor Manager designation from Tu Gen Yang, 3720 State Street, Apt. 3.

### **Alternatives**

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

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

### **Recommendation**

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

### **Sample Motion**

Move to approve the application for Fuji Steak House, Inc. dba Fuji Japanese Steak House, 1004 North Diers Avenue, Suite 200 for a Class "I" Liquor License contingent upon final inspections and Liquor Manager designation for Tu Gen Yang, 3720 State Street, Apt. 3 contingent upon Mr. Yang completing a state approved alcohol server/seller training program.

06/22/11

Grand Island Police Department

450

15:10

LAW INCIDENT TABLE

Page:

1

City : Grand Island  
Occurred after : 14:03:42 06/01/2011  
Occurred before : 14:03:42 06/01/2011  
When reported : 14:03:42 06/01/2011  
Date disposition declared : 06/01/2011  
Incident number : L11060159  
Primary incident number :  
Incident nature : Liquor Lic Inv Liquor License

Investigation

Incident address : 1004 Diers Ave N; Suite 200  
State abbreviation : NE  
ZIP Code : 68803  
Contact or caller :  
Complainant name number :  
Area location code : PCID Police - CID  
Received by : Vitera D  
How received : T Telephone  
Agency code : GIPD Grand Island Police Department  
Responsible officer : Vitera D  
Offense as Taken :  
Offense as Observed :  
Disposition : ACT Active  
Misc. number : RaNae  
Geobase address ID :  
Long-term call ID :  
Clearance Code : CL Case Closed  
Judicial Status : NCI Non-criminal Incident

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INVOLVEMENTS:

Px	Record #	Date	Description	Relationship
NM	167270	06/21/11	Huang, Qi	Manager
NM	167271	06/21/11	Yang, Huie	Manager
NM	165488	06/20/11	Fuji Steak House,	Business
NM	167218	06/20/11	Yang, Tu Gen	Owner
NM	167220	06/20/11	Jiang, Yi Shen	Tu Gen's Wife

LAW INCIDENT CIRCUMSTANCES:

Se	Circu	Circumstance code	Miscellaneous
1	LT21	Restaurant	

LAW INCIDENT NARRATIVE:

I Received a Copy of a Liquor License Application for Fuji Steak House  
and a  
Copy of a Liquor Manager Application from Tu Gen Yang.

LAW INCIDENT RESPONDERS DETAIL:

Se	Responding offi	Unit n	Unit number
06/22/11			Grand Island Police Department
450			
15:10			LAW INCIDENT TABLE
2			
1	Vitera D	318	Vitera D

LAW SUPPLEMENTAL NARRATIVE:

Seq	Name	Date
1	Vitera D	13:29:07 06/20/2011

06/22/11  
450  
15:10  
3

Grand Island Police Department

LAW INCIDENT TABLE

Page:

318

Grand Island Police Department  
Supplemental Report

Date, Time: Mon Jun 20 13:29:19 CDT 2011  
Reporting Officer: Vitera  
Unit- CID

I received a copy of a corporate liquor license application from Tu Gen Yang for the Fuji Japanese Steak House and a copy of a liquor manager application from Tu Gen Yang. The request is for a Class I License which would allow him to sell beer, wine, and distilled spirits on sale only. The only other person on the applications is Yi Zhen Jiang. Yi Zhen signed a Spousal Affidavit of Non Participation form. According to ICE, Tu Gen is a Naturalized U.S. Citizen, and Yi Zhen is a lawful permanent resident alien from China.

According to the application, Tu Gen and Yi Zhen just moved to Grand Island in 2011. Before that, they lived in Searcy, Arkansas; Monroe, North Carolina; and Wood Side, New York. The "No" box was checked on the question on the application where it asks if they have been convicted of anything.

I searched Spillman and NCJIS for Tu Gen and Yi Zhen. Neither one of them had an entry in Spillman. Tu Gen has a driver's license listed in NCJIS. Yi Zhen has no entry in NCJIS. I tried to do a Google search on them with no success. I also ran them through a paid police database called Entersect and could not find anything on them. I attempted to contact law enforcement in Searcy, Arkansas and Monroe, North Carolina. The Monroe North Carolina Police Department advised that they have not had any contact with Tu Gen or Yi Zhen. I left a message for the sheriff's department there, and they advised they have no documented contacts with the applicants. I faxed an information request to the Searcy Police Department and received information back stating that they had no record of contact with Tu Gen or Yi Zhen. I did not try to contact law enforcement in Wood Side, New York. It appears that Wood Side is in the Queens Borough of New York City.

On 6/21/11, I went to the Fuji Japanese Steak House looking for Tu Gen. I was told he was in Lincoln. I spoke to Huie Yang who goes by the name of "Michelle." I also met with Qi Huang who goes by "Jason." Michelle said that Tu Gen doesn't speak English, and she translates for him. Michelle advised that there are eight Fuji Steak Houses in the United States. She said they are located in New York, Arkansas, and Illinois. Michelle's husband owns a Fuji Steak House in Arkansas. Tu Gen worked for him and decided to open the restaurant in Grand Island. Michelle is in Grand Island until the middle of July helping Tu Gen with the restaurant. Michelle is also training Jason to take her place. The restaurant will be open until either 9, 9:30, or 10:00 PM depending on the day of the week.

Michelle advised that Tu Gen came to the United States from China about twenty years ago. He lived in New York, North Carolina, and Arkansas. As far as she knows, Tu Gen has not been in trouble with the law.

Since I am unable to run criminal history checks outside of the State of Nebraska on liquor license investigations, and attempting a records check

through New York City is a monumental task, we will have to rely on the records check through fingerprint submissions to the state. Barring any unforeseen criminal history, the GIPD has no objection to the Fuji Japanese Steak House

06/22/11

Grand Island Police Department

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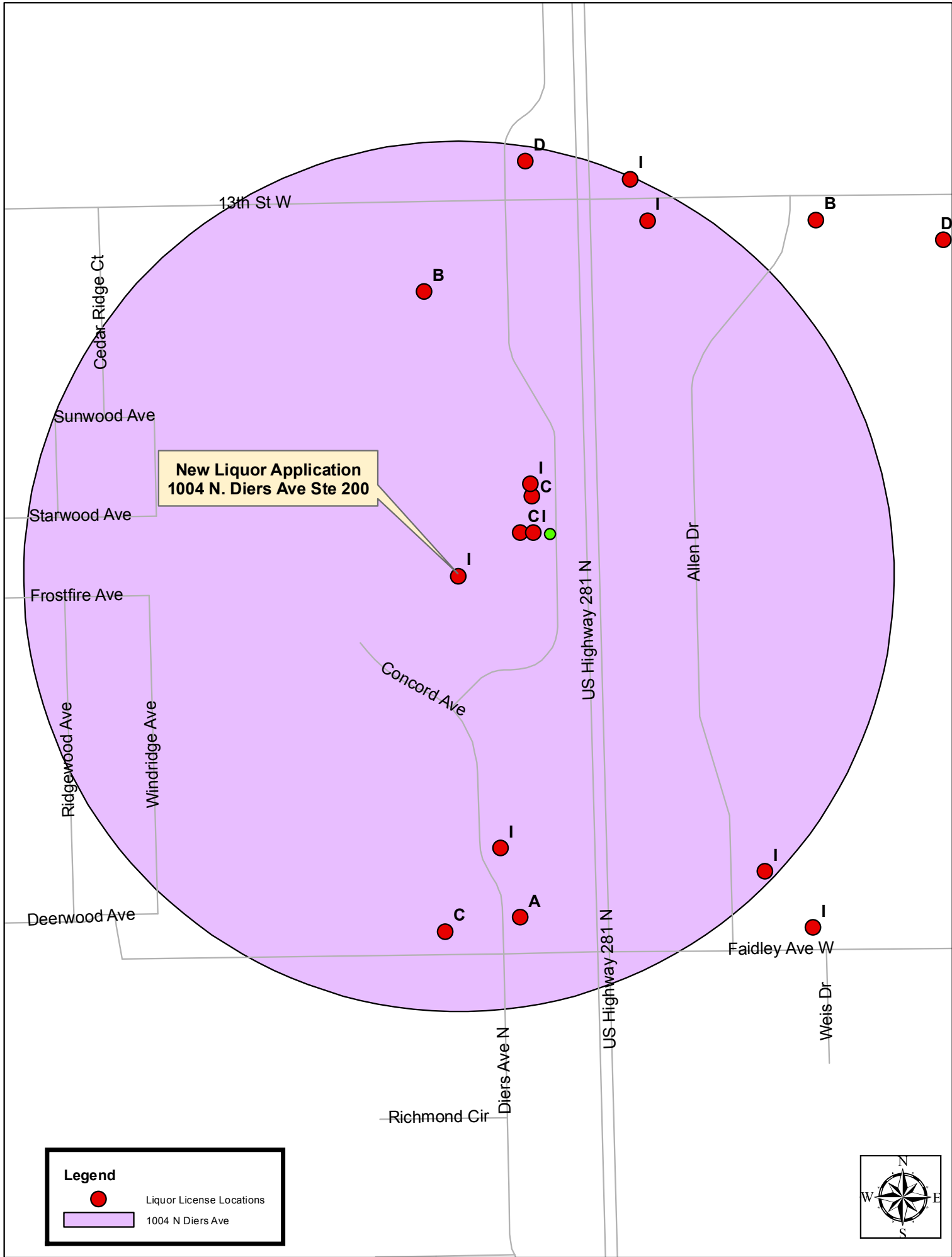
15:10

LAW INCIDENT TABLE

Page:

4

having a liquor license or to Tu Gen Yang being the liquor manager.





# City of Grand Island

Tuesday, June 28, 2011

Council Session

## Item E3

**Public Hearing on Request from Gerardo Gutierrez dba Tacos Las Palmas, 645 South Locust Street Unit #4 for a Class "C" Liquor License**

Staff Contact: RaNae Edwards

# **Council Agenda Memo**

**From:** RaNae Edwards, City Clerk

**Meeting:** June 28, 2011

**Subject:** Public Hearing on Request from Gerardo Gutierrez dba Tacos Las Palmas, 645 South Locust Street, Unit #4 for a Class "C" Liquor License

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

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

## **Background**

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

### **Declared Legislative Intent**

It is hereby declared to be the intent and purpose of the city council in adopting and administering the provisions of this chapter:

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

## **Discussion**

Gerardo Gutierrez dba Tacos Las Palmas, 645 South Locust Street, Unit #4 has submitted an application for a Class "C" Liquor License. A Class "C" Liquor License allows for the sale of alcohol on and off sale inside the corporate limits of the city.

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

## **Alternatives**

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

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

## **Recommendation**

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

## **Sample Motion**

Move to approve the application for Gerardo Gutierrez dba Tacos Las Palmas, 645 South Locust Street, Unit #4 for a Class "C" Liquor License contingent upon final inspections and Mr. Gutierrez completing a state approved alcohol server/seller training program.

06/22/11  
450  
15:03  
1

Grand Island Police Department

LAW INCIDENT TABLE

Page:

City : Grand Island  
Occurred after : 14:14:48 06/07/2011  
Occurred before : 14:14:48 06/07/2011  
When reported : 14:14:48 06/07/2011  
Date disposition declared : 06/07/2011  
Incident number : L11061306  
Primary incident number :  
Incident nature : Liquor Lic Inv Liquor License  
Investigation  
Incident address : 645 Locust St S  
State abbreviation : NE  
ZIP Code : 68801  
Contact or caller :  
Complainant name number :  
Area location code : PCID Police - CID  
Received by : Vitera D  
How received : T Telephone  
Agency code : GIPD Grand Island Police Department  
Responsible officer : Vitera D  
Offense as Taken :  
Offense as Observed :  
Disposition : ACT Active  
Misc. number : RaNae  
Geobase address ID : 18541  
Long-term call ID :  
Clearance Code : CL Case Closed  
Judicial Status : NCI Non-criminal Incident

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INVOLVEMENTS:

Px	Record #	Date	Description	Relationship
NM	122100	06/17/11	Gutierrez, Maria	Gerardo's Wife
NM	128063	06/17/11	Gutierrez, Gerardo	Owner
NM	167162	06/17/11	Tacos Las Palmas,	Business

LAW INCIDENT CIRCUMSTANCES:

Se	Circu	Circumstance code	Miscellaneous
1	LT21	Restaurant	

LAW INCIDENT NARRATIVE:

I Received a Copy of a Liquor License Application for Tacos Las Palmas.

LAW INCIDENT RESPONDERS DETAIL:

Se Responding offi Unit n Unit number

1 Vitera D 318 Vitera D

06/22/11

Grand Island Police Department

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15:03

LAW INCIDENT TABLE

Page:

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LAW SUPPLEMENTAL NARRATIVE:

Seq Name

Date

1 Vitera D 13:40:49 06/17/2011

06/22/11  
450  
15:03  
3

Grand Island Police Department

LAW INCIDENT TABLE

Page:

318

Grand Island Police Department  
Supplemental Report

Date, Time: Fri Jun 17 13:41:01 CDT 2011  
Reporting Officer: Vitera  
Unit- CID

I received a copy of an Individual liquor license application from Gerardo Gutierrez for Tacos Las Palmas. He is requesting a Class C license which allows beer, wine, and distilled spirits on and off sale. His wife, Maria Gutierrez is the only other person listed on the application. The Gutierrez's have lived in Grand Island for about six years. Before that, they lived in Moreno Valley, California for at least four years. They are Naturalized U.S. Citizens.

On the part of the application that asks if the applicants have any convictions, the "No" box was checked. I checked Spillman and NCJIS on each of them. They have entries in Spillman but nothing that would indicate any convictions. I located them in NCJIS as well. They didn't have any convictions. The only

possible discrepancy I could find on the application involves an address. In February of 2007, Gerardo was stopped by the Nebraska State Patrol. He was given a warning. Gerardo's home address was listed as 200 E. 11th St. in Cozad, Nebraska. According to the application, Gerardo and Maria lived in Grand Island in 2007.

I also attempted to do a Google search on Gerardo, but there were too many possibilities to narrow down. I checked Gerardo and Maria through Entersect and didn't find much other than the possibility of a bankruptcy.

On 6/21/11, I spoke to Gerardo at Tacos Las Palmas. Gerardo said he has been a hard working man all of his life who has never been in jail. He moved to the United States from Mexico at age eighteen. He lived in Southern California until he moved to Nebraska. He lived in Cozad for about three months and has been in Grand Island ever since. I asked Gerardo if he had ever filed for bankruptcy. He said that he has not.

Gerardo also advised that he is not looking to change his business plan and become a bar or nightclub. He just wants to offer his customers more options. I told Gerardo that I was a little concerned about him having a liquor license if his son is involved due to some problems his son has had with the law. Gerardo advised that his son got out of prison about a year ago and has been staying out of trouble and living with him. His son helps a little bit with the business. When Gerardo closes the restaurant on Friday and Saturday nights, he opens his mobile "taco wagon." His wife and son help run the taco wagon. Gerardo said that if he has problems because of a liquor license, he will go back to a restaurant with no alcohol.

In summary, Gerardo and Maria have lived in Grand Island for about six years. While they have a son who has gotten into some trouble with the law, they have not. If they don't have any criminal records in California that would exclude them from having a liquor license, the GIPD does not object to Tacos Las Palmas

having a liquor license.

06/22/11

Grand Island Police Department

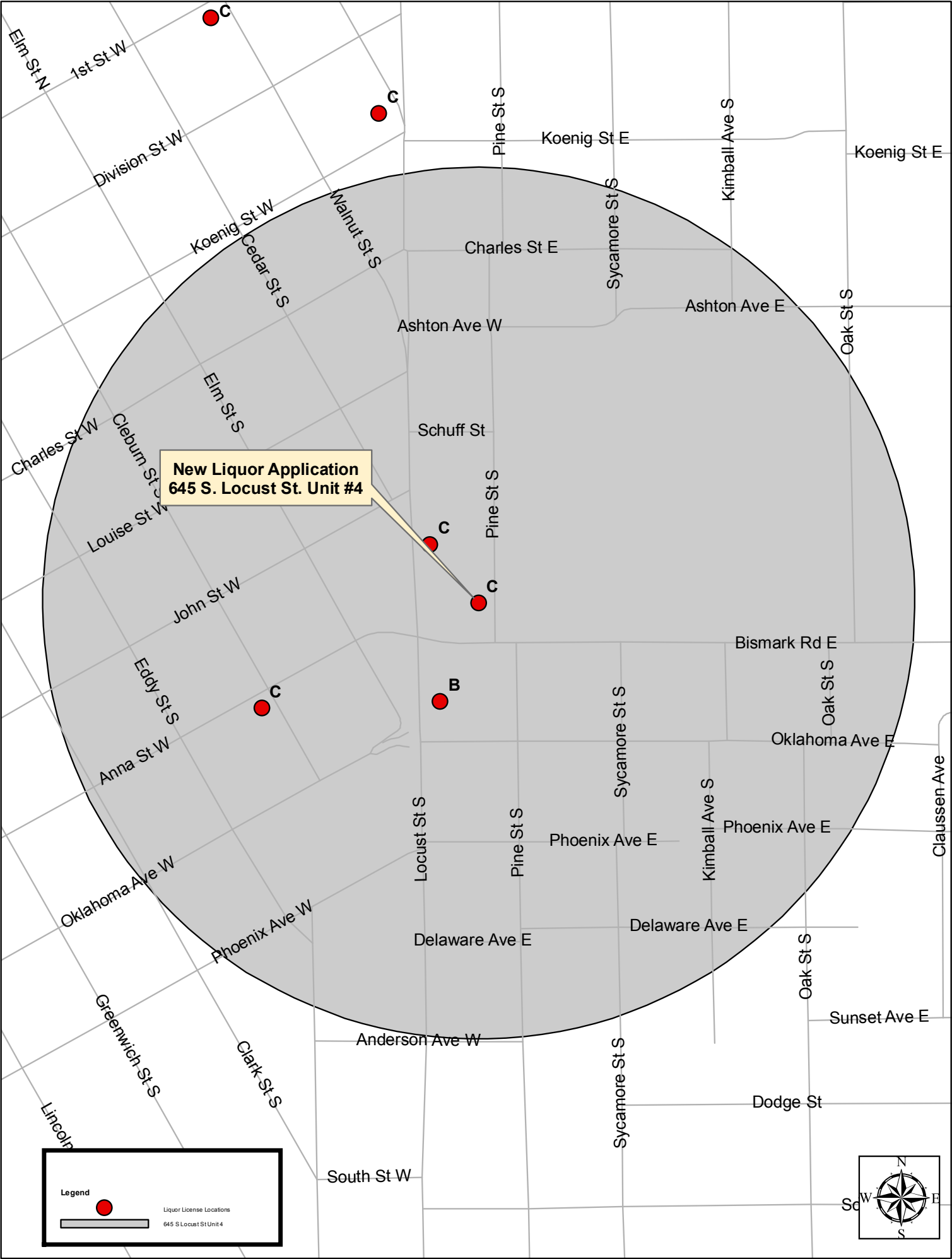
450

15:03

LAW INCIDENT TABLE

Page:

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# City of Grand Island

Tuesday, June 28, 2011

Council Session

## Item E4

**Public Hearing Concerning Acquisition of Utility Easement -  
Northwest Corner of 611 Willow Street (Willow & 7th Streets) -  
Eihusen**

Staff Contact: Tim Luchsinger

# **Council Agenda Memo**

**From:** Robert H. Smith, Asst. Utilities Director

**Meeting:** June 28, 2011

**Subject:** Acquisition of Utility Easement – Northwest Corner of 611 Willow Street - Eihusen

**Item #'s:** E- 4 &G-3

**Presenter(s):** Timothy Luchsinger, Utilities Director

## **Background**

Nebraska State Law requires that acquisition of property must be approved by City Council. The Utilities Department needs to acquire an easement relative to the property of Robert G. Eihusen, located at the northwest corner of 611 Willow Street (Willow & 7<sup>th</sup> Streets), in the City of Grand Island, Hall County, in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers.

## **Discussion**

This easement will be used to provide a location for new underground conduit, cable and a pad-mounted transformer to provide electrical service to the remodeled building at 611 Willow Street.

## **Alternatives**

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

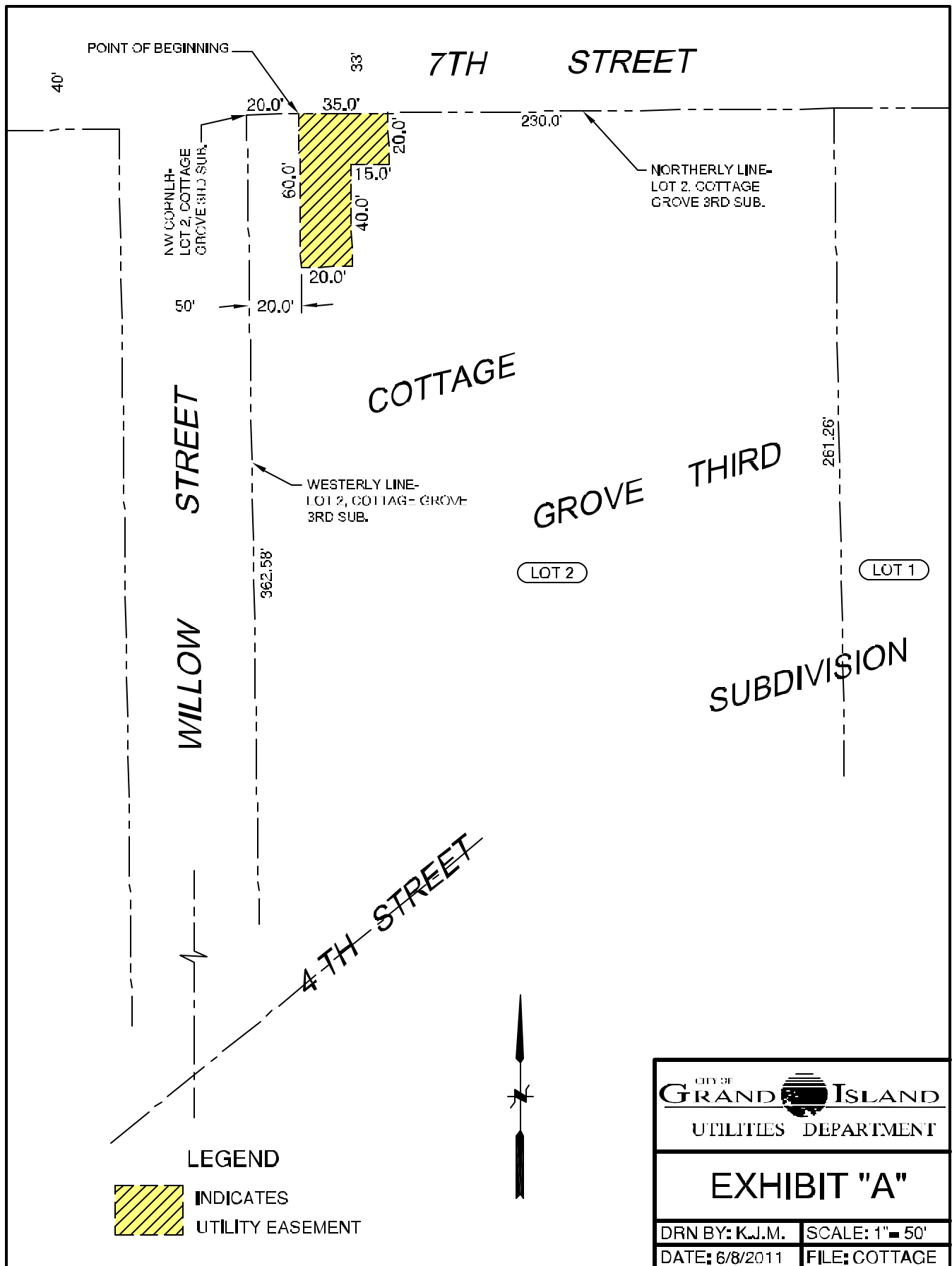
1. Make a motion to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

## **Recommendation**

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

## **Sample Motion**

Move to approve acquisition of the Utility Easement.





# **City of Grand Island**

**Tuesday, June 28, 2011**

**Council Session**

## **Item E5**

**Public Hearing Concerning Acquisition of Utility Easement - West  
of Blaine Street, South of Schimmer Drive - GI Economic  
Development Corp (Wildwood Trust)**

**Staff Contact: Tim Luchsinger**

# **Council Agenda Memo**

**From:** Timothy Luchsinger, Utilities Director  
John Collins, Public Works Director  
Jason Eley, Assistant City Attorney/Purchasing

**Meeting:** June 28, 2011

**Subject:** Acquisition of Utility Easement – West of Blaine Street,  
and South of Schimmer Drive to River Industrial Lead  
Railroad R-O-W – Grand Island Area Economic  
Development Corp. – Wildwood Trust

**Item #'s:** E-5 & G-4

**Presenter(s):** Timothy Luchsinger, Utilities Director

## **Background**

Nebraska State Law requires that acquisition of property must be approved by City Council. The Utilities Department needs to acquire an easement relative to the property of Platte Valley State Bank and Trust Company, as Trustee of the Wildwood Trust, located just west of Blaine Street, and south of Schimmer Drive to River Industrial Lead Railroad right-of-way, in the City of Grand Island, Hall County, in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers.

## **Discussion**

This easement will be used to provide a location for water and sewer lines to the proposed Platte Valley Industrial Park East. The cost of the easement will be split equally between Water and Sewer Departments. This project was approved by City Council Resolution 2010-292, on October 26, 2010.

## **Alternatives**

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

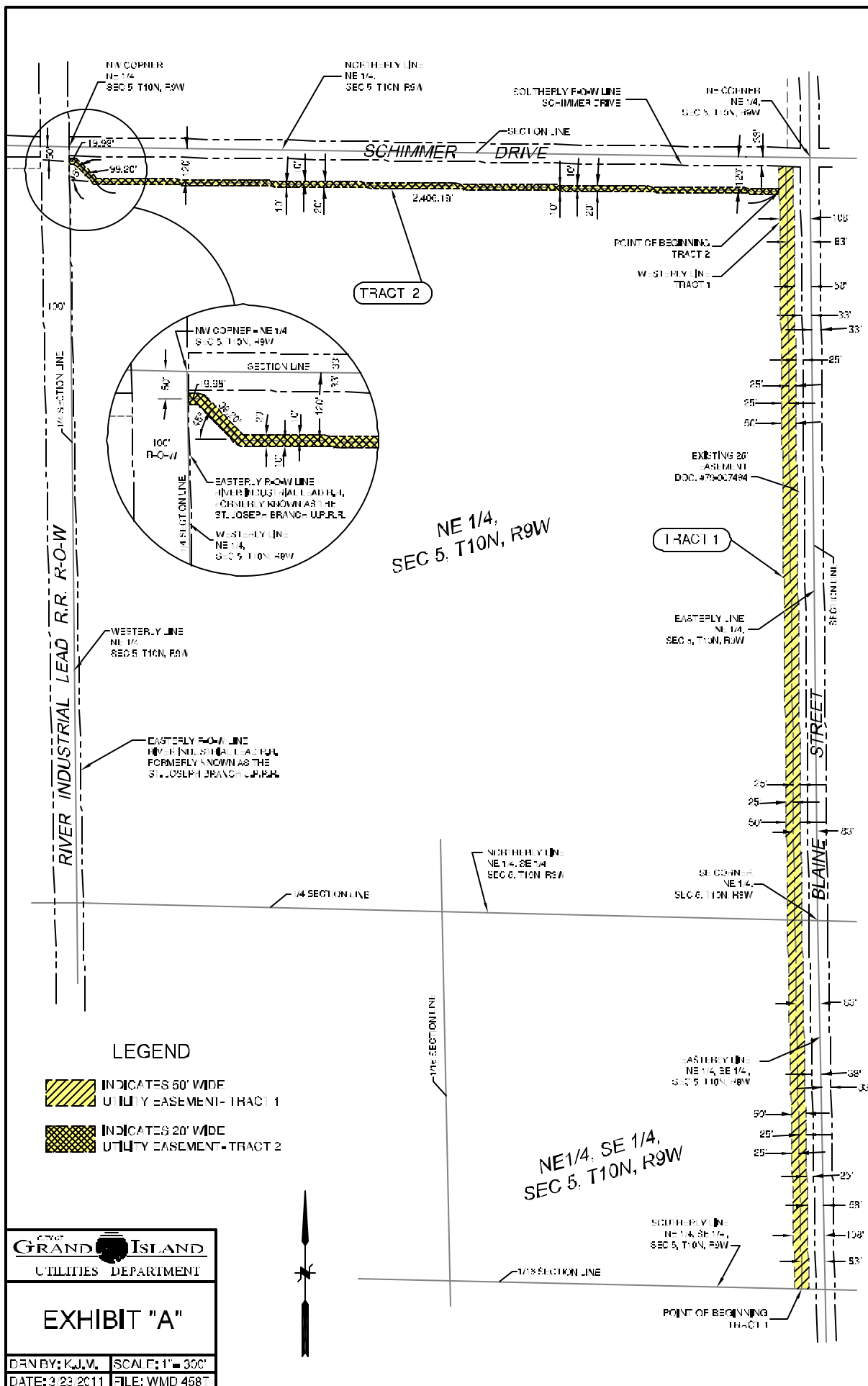
1. Make a motion to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

## **Recommendation**

City Administration recommends that the Council approve the resolution for the acquisition of the easement for Thirty-six Thousand Nine Hundred Eighty-five Dollars (\$36,985.00).

## **Sample Motion**

Move to approve acquisition of the Utility Easement.





# City of Grand Island

Tuesday, June 28, 2011

Council Session

## Item E6

**Public Hearing Concerning Acquisition of Utility Easement -  
North of Wildwood Drive, East of Blaine Street - Hartman**

Staff Contact: Tim Luchsinger

# **Council Agenda Memo**

**From:** Robert H. Smith, Asst. Utilities Director

**Meeting:** June 28, 2011

**Subject:** Acquisition of Utility Easement – Just North of Wildwood Drive and East of Blaine Street - Hartman

**Item #'s:** E-6 & G-5

**Presenter(s):** Timothy Luchsinger, Utilities Director

## **Background**

Nebraska State Law requires that acquisition of property must be approved by City Council. The Utilities Department needs to acquire an easement relative to the property of Thomas and Carlotta Hartman, located just north of Wildwood Drive, and east of Blaine Street, in the City of Grand Island, Hall County, in order to have access to install, upgrade, maintain, and repair water mains.

## **Discussion**

This easement will be used to provide a termination point for the water main to be installed in Wildwood Drive as part of the Platte Valley Industrial Park East project.

## **Alternatives**

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

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

## **Recommendation**

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

## **Sample Motion**

Move to approve acquisition of the Utility Easement.

SE 1/4,  
SEC 5, T-10-N, R-9-W

SW 1/4,  
SEC 4, T-10-N, R-9-W

EXISTING 25' WIDE  
EASEMENT  
DOC. #79-007484

BLAINE STREET

WESTERLY LINE  
SW 1/4,  
SEC 4, T-10-N, R-9-W

EASTERLY R-O-W LINE-  
BLAINE STREET

SOUTHERLY LINE  
SW 1/4,  
SEC 4, T-10-N, R-9-W

NORTHERLY R-O-W LINE  
WILDWOOD DRIVE

POINT OF BEGINNING

WILDWOOD

SECTION LINE DRIVE

P.G.S. R.R. SPUR

SW CORNER  
SW 1/4,  
SEC 4, T-10-N, R-9-W

NE 1/4,  
SEC 8, T-10-N, R-9-W

NW 1/4,  
SEC 9, T-10-N, R-9-W

SECTION LINE

### LEGEND



INDICATES  
UTILITY EASEMENT



CITY OF  
**GRAND ISLAND**  
UTILITIES DEPARTMENT

**EXHIBIT "A"**

DRN BY: K.J.M.

SCALE: 1"= 100'

DATE: 2/28/2011

FILE: WMD 458T



# City of Grand Island

Tuesday, June 28, 2011

Council Session

## Item E7

**Public Hearing Concerning Acquisition of Utility Easement -  
North of Wildwood Drive, East of the St. Joseph Branch UPRR  
track - Blattner**

Staff Contact: Tim Luchsinger

# **Council Agenda Memo**

**From:** Timothy Luchsinger, Utilities Director  
John Collins, Public Works Director  
Jason Eley, Assistant City Attorney/Purchasing

**Meeting:** June 28, 2011

**Subject:** Acquisition of Utility Easement – North of Wildwood Drive and East of the St. Joseph Branch UPRR Track – Evelyn Blattner

**Item #'s:** E-7 & G-6

**Presenter(s):** Timothy Luchsinger, Utilities Director

## **Background**

Nebraska State Law requires that acquisition of property must be approved by City Council. The Utilities Department needs to acquire an easement relative to the property of Evelyn Blattner, located just north of Wildwood Drive, and east of the St. Joseph Branch UPRR Track, in the City of Grand Island, Hall County, in order to have access to install, upgrade, maintain, and repair water and sewer lines.

## **Discussion**

This easement will be used to provide a location for water and sewer lines to the proposed Platte Valley Industrial Park East. The cost of the easement will be split equally between Water and Sewer Departments. This project was approved by City Council Resolution 2010-292, on October 26, 2010.

## **Alternatives**

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

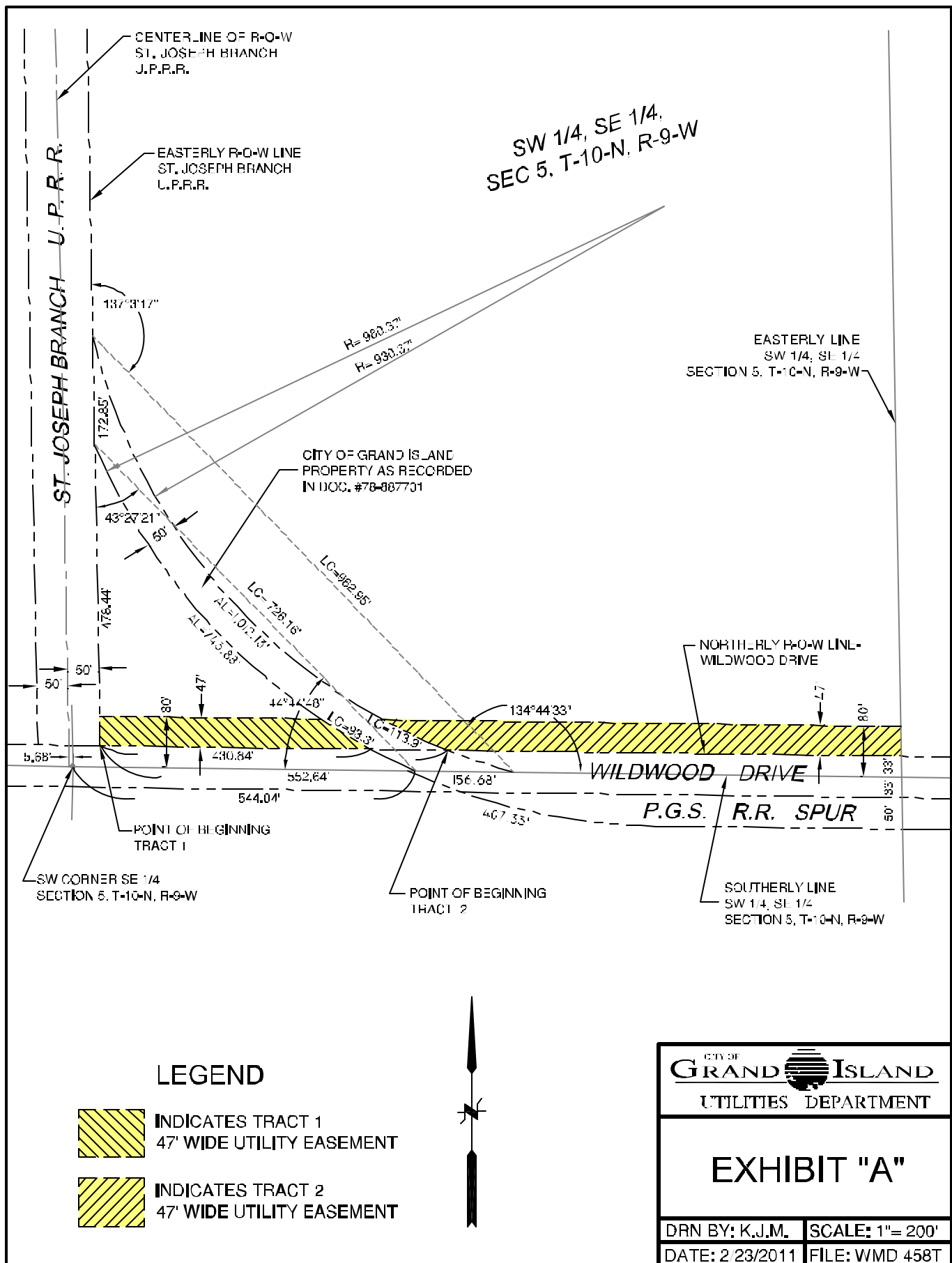
1. Make a motion to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

## **Recommendation**

City Administration recommends that the Council approve the resolution for the acquisition of the easement for Eight Thousand One Hundred Twenty-five Dollars (\$8,125.00).

## **Sample Motion**

Move to approve acquisition of the Utility Easement.





# **City of Grand Island**

**Tuesday, June 28, 2011**

**Council Session**

## **Item G1**

**Approving Minutes of June 14, 2011 City Council Regular Meeting**

**Staff Contact: RaNae Edwards**

## CITY OF GRAND ISLAND, NEBRASKA

### MINUTES OF CITY COUNCIL REGULAR MEETING

June 14, 2011

Pursuant to due call and notice thereof, a Regular Meeting of the City Council of the City of Grand Island, Nebraska was conducted in the Council Chambers of City Hall, 100 East First Street, on June 14, 2011. Notice of the meeting was given in *The Grand Island Independent* on June 9, 2011.

Mayor Jay Vavricek called the meeting to order at 7:00 p.m. The following City Council members were present: Larry Carney, Chuck Haase, Kirk Ramsey, Peg Gilbert, Mitch Nickerson, Linna Dee Donaldson, Scott Dugan, and Randy Gard. Councilmember's Bob Niemann and John Gericke were absent. The following City Officials were present: City Administrator Mary Lou Brown, City Clerk RaNae Edwards, Interim City Attorney Jason Eley, and Public Works Director John Collins.

INVOCATION was given by Pastor Steve Warriner, Abundant Life Christian Center, 3409 West Faidley Avenue followed by the PLEDGE OF ALLEGIANCE.

MAYOR COMMUNICATION: Mayor Vavricek introduced Community Youth Council members Reyna Raymundo and Juan Palma. The Mayor commented on the decorum of the meeting and items of conflict of interest which he would recuse himself of.

City Administrator Mary Lou Brown updated the Council on the potential sanitary sewer extension along Highway 281. Meetings were being held regularly with a possible creation of a Sanitary Sewer Improvement District. A consultant had been hired to help with the process.

Mentioned was the flooding issue on the Platte River which had been mentioned at the last meeting. Ms. Brown stated the threat had declined.

#### PUBLIC HEARINGS:

Public Hearing on Request from Elsy Ruth Ramos dba LA Night Club & Restaurant, 115 West 3<sup>rd</sup> Street for a Class "IB" Liquor License. RaNae Edwards, City Clerk reported that an application for a Class "IB" Liquor License had been received from Elsy Ruth Ramos dba LA Night Club & Restaurant, 115 West 3<sup>rd</sup> Street. Ms. Edwards presented the following exhibits for the record: application submitted to the Liquor Control Commission and received by the City on May 16, 2011; notice to the general public of date, time, and place of hearing published on June 4, 2011; notice to the applicant of date, time, and place of hearing mailed on May 16, 2011; along with Chapter 4 of the City Code. Staff recommended denial based on the Police Department report of Angel Ramos, spouse of Elsy Ramos involvement in the business and not a U.S. citizen. No public testimony was heard.

Public Hearing on Request from LaMexicana, Inc. dba Rafa's Tacos, 811 West 2<sup>nd</sup> Street for a Class "T" Liquor License. RaNae Edwards, City Clerk reported that an application for a Class "T" Liquor License had been received from LaMexicana, Inc. dba Rafa's Tacos, 811 West 2<sup>nd</sup> Street. Ms. Edwards presented the following exhibits for the record: application submitted to the Liquor Control Commission and received by the City on May 19, 2011; notice to the general public of

date, time, and place of hearing published on June 4, 2011; notice to the applicant of date, time, and place of hearing mailed on May 19, 2011; along with Chapter 4 of the City Code. Staff recommended approval contingent upon final inspections. Mark Porto, attorney for the applicant spoke in support. No further public testimony was heard.

Public Hearing on Request from Paloma Huerta Nevarez dba El Diamante, 1600 South Eddy Street for a Class "T" Liquor License. RaNae Edwards, City Clerk reported that an application for a Class "T" Liquor License had been received from Paloma Huerta Nevarez dba El Diamante, 1600 South Eddy Street. Ms. Edwards presented the following exhibits for the record: application submitted to the Liquor Control Commission and received by the City on May 19, 2011; notice to the general public of date, time, and place of hearing published on June 4, 2011; notice to the applicant of date, time, and place of hearing mailed on May 19, 2011; along with Chapter 4 of the City Code. Staff recommended denial based on the Police Department report of false information on the application. No public testimony was heard.

Public Hearing on Acquisition of Utility Easement Located West of South Blaine Street, 1/4 Mile North of Schimmer Drive (Cara J. Glade). Mayor Vavricek recused himself due to conflict of interest. Council President Peg Gilbert conducted the meeting. Utilities Director Tim Luchsinger reported that acquisition of a utility easement located west of South Blaine Street, 1/4 mile north of Schimmer Drive was needed in order to have access to install, upgrade, maintain, and repair appurtenances, including lines and transformers for the purpose of installing three phase underground conduit, cable, and two pad-mounted transformer to provide electrical service to an office and scales and pumping equipment for a sand and gravel operation. Staff recommended approval. No public testimony was heard.

Mayor Vavricek returned to conduct the meeting.

Public Hearing on Acquisition of Utility Easement Located West of South Blaine Street, 3/4 Mile South of Wildwood Drive (Elsie & James Lilienthal). Utilities Director Tim Luchsinger reported that acquisition of a utility easement located west of South Blaine Street, 3/4 mile south of Wildwood Drive was needed in order to have access to install, upgrade, maintain, and repair appurtenances, including lines and transformers for the purpose of installing three phase underground conduit, cable, and a pad-mounted transformer to provide electrical service to an irrigation well, new shop and remodeled home. Staff recommended approval. No public testimony was heard.

Public Hearing on Acquisition of Utility Easement Located at 1839 and 1919 East 4<sup>th</sup> Street (Tommy Ummel Sr. and Tommy Ummel, Jr.). Utilities Director Tim Luchsinger reported that acquisition of a utility easement located at 1839 and 1919 East 4<sup>th</sup> Street was needed in order to have access to install, upgrade, maintain, and repair appurtenances, including lines and transformers for the purpose of providing electrical conduit, cable, and a pad-mounted transformer for a new building. Staff recommended approval. No public testimony was heard.

Public Hearing on Amendments to Chapter 36-71(B) of the Grand Island City Code Relative to Commercial RV Storage in the ME Zone by Conditional Use Permit. Regional Planning Director Chad Nabity reported that Charles Staab of Rich and Sons RV proposed changes to Chapter 36-71(B) of the Grand Island City Code. Requested was to add Commercial RV Storage to the list

of conditional uses shown in section 36-71 (B). Staff recommended approval. No public testimony was heard.

Public Hearing on Request to Rezone Properties Located North of Fairacres Lane, East of Shady Bend Road from R1 – Residential to M1 – Light Manufacturing. Regional Planning Director Chad Nabity reported that this change included the old Fair Acres Dairy, the storage buildings east of there and an existing contractor's yard east of the Dairy. Staff recommended approval. Gary Wieck, 555 Stagecoach Road, Manager of Orphan Grain was present to answer questions. No further public testimony was heard.

Public Hearing on Application for Edward Byrne Memorial Justice Assistance Grant (JAG) 2011. Steve Lamken, Police Chief reported that Grand Island Police Department and Hall County Sheriff's Department were eligible to receive Justice Assistance Grant money in the amount of \$25,201.00 and \$8,400.00 respectively. Staff recommended approval. No public testimony was heard.

### ORDINANCES:

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

- #9295 – Consideration of Amendments to Chapter 36-71(B) of the Grand Island City Code Relative to Commercial RV Storage in the ME Zone by Conditional Use Permit
- #9296 – Consideration of Request to Rezone Properties Located North of Fairacres Lane, East of Shady Bend Road from R1 – Residential to M1 – Light Manufacturing
- #9297 – Consideration of Vacation of Lot 21, Block 1 of Fairway Crossings at Indianhead Golf Club First Subdivision
- #9298 – Consideration of Amendments to Chapter 27-7 of the Grand Island City Code Relative to Procurement Code

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 Ramsey second the motion. Upon roll call vote, all voted aye. Motion adopted.

Ordinances #9295 and #9296 related to the aforementioned Public Hearings.

Motion by Gilbert, second by Dugan to approve Ordinances #9295 and #9296.

City Clerk: Ordinances #9295 and #9296 on first reading. All those in favor of the passage of these ordinances on first reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

City Clerk: Ordinances #9295 and #9296 on final passage. All those in favor of the passage of these ordinances on final passage, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

Mayor Vavricek: By reason of the roll call votes on first reading and then upon final passage, Ordinances #9295 and #9296 are declared to be lawfully adopted upon publication as required by law.

Mayor Vavricek recused himself due to conflict of interest. Council President Peg Gilbert conducted the meeting.

#9297 – Consideration of Vacation of Lot 21, Block 1 of Fairway Crossings at Indianhead Golf Club First Subdivision

Planning Director Chad Nabity reported Ordinance #9297 was a request from Jack Henry to vacate Lot 21, Block 1 of Fairway Crossings at Indianhead Golf Club First Subdivision in order to connect to water.

Motion by Ramsey, second by Carney to approve Ordinance #9297.

City Clerk: Ordinance #9297 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 #9297 on final passage. All those in favor of the passage of this ordinance on final passage, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

Council President Gilbert: By reason of the roll call votes on first reading and then upon final passage, Ordinance #9297 is declared to be lawfully adopted upon publication as required by law.

Mayor Vavricek returned to conduct the meeting.

#9298 – Consideration of Amendments to Chapter 27-7 of the Grand Island City Code Relative to Procurement Code

Interim City Attorney Jason Eley reported Ordinance #9298 was a housekeeping item to correct the City Code Chapter 27-7.

Motion by Carney, second by Gard to approve Ordinance #9298.

City Clerk: Ordinance #9298 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 #9298 on final passage. All those in favor of the passage of this ordinance on final passage, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

Council President Gilbert: By reason of the roll call votes on first reading and then upon final passage, Ordinance #9298 is declared to be lawfully adopted upon publication as required by law.

CONSENT AGENDA: Consent Agenda item G-7 was removed for further discussion. Motion by Ramsey, second by Carney to approve the Consent Agenda excluding item G-7. Upon roll call vote, all voted aye. Motion adopted.

Approving Minutes of May 24, 2011 City Council Regular Meeting.

Approving Minutes of June 7, 2011 City Council Study Session.

Approving Re-Appointments of Lisa Crumrine and Steven Beck to the Community Development Advisory Board.

Approving Appointment of Councilmember Peg Gilbert as Council Liaison to the Heartland Events Center Board.

Approving Liquor Manager Designation for Jared Edwards, 2203 Woodridge Place for Sam's Club #6461. 1510 Diers Avenue.

#2011-131 – Approving Final Plat and Subdivision Agreement for Platte Valley Industrial Park 7<sup>th</sup> Subdivision. It was noted that BM & M, LLC, owners had submitted the Final Plat and Subdivision Agreement for Platte Valley Industrial Park Subdivision for the purpose of creating 2 lots on a tract of land comprising all of Lot 11, Platte Valley Industrial Park Third Subdivision containing 6.873 acres.

#2011-133 – Approving Acquisition of Utility Easement Located West of South Blaine Street, 3/4 Mile South of Wildwood Drive (Elsie & James Lilienthal).

#2011-134 – approving Acquisition of Utility Easements Located at 1839 and 1919 East 4<sup>th</sup> Street (Tommy Ummel, Sr. and Tommy Ummel, Jr.)

#2011-135 – Approving Pipeline Crossing Agreements with Union Pacific Railroad for Water Main Project 2011-W-3 at Broadwell Avenue (\$2,000) and Vine Street (\$2,800).

#2011-136 – Approving Pipeline Crossing Agreement with the Union Pacific Railroad for Water Main District 458T – Blaine Street, Schimmer to Wildwood Drive to Gold Core Road in an Amount of \$2,000.

#2011-137 – Approving Tim Luchsinger as Representative and Travis Burdett as Alternate Representative to the Municipal Energy Agency of Nebraska Management Committee.

#2011-138 – Approving Certificate of Final Completion for Installation of Ball Field Lighting at the Veterans Athletic Field Complex with Ensley Electrical Services, Inc. from Grand Island, Nebraska.

#2011-139 – Approving Certificate of Final Completion for Installation of the Synthetic Court Flooring at the Fieldhouse with Midwest Floor Covering, Inc. from Lincoln, Nebraska.

#2011-140 – Approving Application for Edward Byrne Memorial Justice Assistance Grant (JAG) 2011.

#2011-141 – Approving Award of Proposal for Consulting Services for Geospatial Data Collection of Grand Island’s Public Stormwater Conveyance System with JEO Consulting Services, Inc. of Lincoln, Nebraska in an Amount of \$22,500.00.

Mayor Vavricek recused himself due to conflict of interest. Council President Peg Gilbert conducted the meeting.

#2011-132 – Approving Acquisition of Utility Easement Located West of South Blaine Street, 1/4 Mile North of Schimmer Drive (Cara J. Glade). Motion by Donaldson, second by Nickerson to approve Resolution #2011-132. Upon roll call vote, all voted aye. Motion adopted.

Mayor Vavricek returned to conduct the meeting.

#### RESOLUTIONS:

#2011-142 – Consideration of Request from Elsy Ruth Ramos dba LA Night Club & Restaurant, 115 West 3<sup>rd</sup> Street for a Class “IB” Liquor License. This item related to the aforementioned Public Hearing.

Motion by Dugan, second by Donaldson to deny Resolution #2011-142 based on the Police Department report of Angel Ramos, spouse of Elsy Ramos involvement in the business and not a U.S. citizen.. Upon roll call vote, all voted aye. Motion adopted.

#2011-143 – Consideration of Request from LaMexicana, Inc. dba Rafa’s Tacos, 811 West 2<sup>nd</sup> Street for a Class “T” Liquor License and Liquor Manager Designation for Maria Ocegueda, 504 North Elm Street. This item related to the aforementioned Public Hearing.

Motion by Ramsey, second by Gard to approve Resolution #2011-143 contingent upon final inspections and completion of a state approved alcohol server/seller training program. Upon roll call vote, all voted aye. Motion adopted.

#2011-144 – Consideration of Request from Paloma Huerta Nevarez dba El Diamante, 1600 South Eddy Street for a Class “T” Liquor License. This item related to the aforementioned Public Hearing.

Motion by Gilbert, second by Dugan to deny Resolution #2011-144 based on the Police Department report of false application. Upon roll call vote, all voted aye. Motion adopted.

#2011-145 – Consideration of Approving Appointment of City Attorney Robert Sivick. Mayor Vavricek recommended the appointment of Robert Sivick as City Attorney until the end of the Mayor’s term of office.

The following people spoke:

- Larry Tourangeaou, 1927 Union, St. Joseph, MO - opposed
- Guillermo Pena, 311 East 3<sup>rd</sup> Street, Apt. 18 – opposed
- Marion Bahensky, 1021 6<sup>th</sup> Street, St. Paul, NE – support

- Larry Seifert, 1211 4<sup>th</sup> Avenue, Dannebrog, NE – support
- Mena Sprague, 844 20<sup>th</sup> Avenue, St. Paul, NE – support

Discussion was held regarding what brought Mr. Sivick to Grand Island. City Administrator Mary Lou Brown stated he indicated this job was not a stepping stone to further his career. Mr. Sivick stated he had spent time in Central Nebraska and liked the area. He answered questions concerning pursuing active employment and that he had two job offers out-of-state. He was impressed with the City and its employees. He commented on his background as a lobbyist and explained the disciplinary action against him by the Nebraska Supreme Court.

Motion by Gilbert, second by Ramsey to approve Resolution #2011-145. Upon roll call vote, Councilmember's Ramsey, Gilbert, Nickerson, Donaldson, and Gard voted aye. Councilmember's Haase, Carney, and Dugan voted no. Mayor Vavricek cast the sixth and deciding vote to approve Resolution #2011-145. Motion adopted.

#2011-146 – Consideration of First Amendment to Display Agreement with the Central Nebraska Humane Society. City Administrator Mary Lou Brown reported that there was an outstanding debt of \$28,704.47 from the Humane Society for an annual light display at Stolley Park. It was recommended that the plan be amended to allow for \$100 annually starting in 2011 until 2013; and \$10,000 annual payments beginning in 2014 until the City is paid in full.

Comments were made concerning the City being a lender to private entities and hope it doesn't happen again.

Motion by Gilbert, second by Gard to approve Resolution #2011-146. Upon roll call vote, Councilmember's Carney, Ramsey, Gilbert, Nickerson, Donaldson, Dugan, and Gard voted aye. Councilmember Haase voted no. Motion adopted.

#### PAYMENT OF CLAIMS:

Motion by Dugan, second by Nickerson to approve the Claims for the period of May 25, 2011 through June 14, 2011, for a total amount of \$5,792,447.66. Unanimously approved.

ADJOURN TO EXECUTIVE SESSION: Motion by Gilbert, second by Ramsey to adjourn to Executive Session at 8:14 p.m. for the purpose of union negotiation updates for the protection of the public interest. Upon roll call vote, all voted aye. Motion adopted.

RETURN TO REGULAR SESSION: Motion by Haase, second by Carney to return to Regular Session at 9:24 p.m. Upon roll call vote, all voted aye. Motion adopted.

ADJOURNMENT: The meeting was adjourned at 9:24 p.m.

RaNae Edwards  
City Clerk



# **City of Grand Island**

**Tuesday, June 28, 2011**

**Council Session**

## **Item G2**

**Approving Liquor Manager Designation for Hector Hernandez,  
610 West 6th Street for Zona Rosa Nightclub, 611 East 4th Street**

**Staff Contact: RaNae Edwards**

# **Council Agenda Memo**

**From:** RaNae Edwards, City Clerk

**Meeting:** June 28, 2011

**Subject:** Request from Hector Hernandez, 610 West 6<sup>th</sup> Street for Liquor Manager Designation for Zona Rosa Nightclub, 611 East 4<sup>th</sup> Street

**Item #'s:** G-2

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

## **Background**

Hector Hernandez, 610 West 6<sup>th</sup> Street has submitted an application with the City Clerk's Office for a Liquor Manager Designation in conjunction with the Class "C-79070" Liquor License for Zona Rosa Nightclub, 611 East 4<sup>th</sup> Street.

This application has 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 request.
2. Forward the request with no recommendation.
3. Take no action on the request.

## **Recommendation**

City Administration recommends that the Council approve the request for Liquor Manager Designation.

## **Sample Motion**

Move to approve the request from Hector Hernandez, 610 West 6<sup>th</sup> Street for Liquor Manager Designation in conjunction with the Class "C-79070" Liquor License for Zona Rosa Nightclub, 611 East 4<sup>th</sup> Street with the stipulation that Mr. Hernandez complete a state approved alcohol server/seller training program.

06/17/11  
450  
15:25  
1

Grand Island Police Department

LAW INCIDENT TABLE

Page:

City : Grand Island  
Occurred after : 11:19:05 06/03/2011  
Occurred before : 11:19:05 06/03/2011  
When reported : 11:19:05 06/03/2011  
Date disposition declared : 06/03/2011  
Incident number : L11060536  
Primary incident number :  
Incident nature : Liquor Lic Inv Liquor License  
Investigation  
Incident address : 611 4th St E  
State abbreviation : NE  
ZIP Code : 68801  
Contact or caller :  
Complainant name number :  
Area location code : PCID Police - CID  
Received by : Vitera D  
How received : T Telephone  
Agency code : GIPD Grand Island Police Department  
Responsible officer : Vitera D  
Offense as Taken :  
Offense as Observed :  
Disposition : ACT Active  
Misc. number :  
Geobase address ID : 10513  
Long-term call ID :  
Clearance Code : O Open Case  
Judicial Status : NCI Non-criminal Incident

= = = = =  
= = =

INVOLVEMENTS:

Px	Record #	Date	Description	Relationship
NM	76516	06/17/11	Espinozo-Nieto, Ingris Y	Mentioned
NM	72588	06/16/11	Rodriguez, Delmi A	Involved
NM	81222	06/16/11	Velasquez-Nieto, Maria D	Mentioned
NM	157396	06/16/11	Medina-Martinez, Donato M	Maria's Ex
NM	76029	06/10/11	Hernandez, Hector M	Liquor Manager
NM	76517	06/10/11	Nieto-Velasquez, Maria E	Hector's Wife
NM	141536	06/10/11	La Zona Rosa Night CLub,	Business

Involved

LAW INCIDENT CIRCUMSTANCES:

Se Circu	Circumstance code	Miscellaneous
1	LT03	Bar/Night Club

LAW INCIDENT NARRATIVE:

I Received a Copy of a Liquor Manager Application from Hector Hernandez  
from La  
Zona Rosa.

06/17/11

Grand Island Police Department

450

15:25

LAW INCIDENT TABLE

Page:

2

LAW INCIDENT RESPONDERS DETAIL:

Se Responding offi Unit n Unit number

-- -----  
1 Vitera D 318 Vitera D

LAW SUPPLEMENTAL NARRATIVE:

Seq Name

Date

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1 Vitera D 15:29:22 06/10/2011

06/17/11  
450  
15:25  
3

Grand Island Police Department

LAW INCIDENT TABLE

Page:

318

Grand Island Police Department  
Supplemental Report

Date, Time: Fri Jun 10 15:29:35 CDT 2011  
Reporting Officer: Vitera  
Unit- CID

I received a copy of a liquor manager application from Hector Hernandez for La Zona Rosa. According to the application, Hector and his wife Maria Nieto-Velasquez have lived in Grand Island since at least 2000. Hector stated that he has worked for Swift since 1995. Hector was born in El Salvador, and Maria was born in Honduras. Hector provided a copy of his United States of America Certificate of Naturalization. Maria signed a spousal affidavit of non-participation. The "No" box was checked for the question that asks if either of them have ever been convicted of anything.

I checked Hector and Maria through Spillman and NCJIS. I found each one of them in Spillman. Hector has a stop sign violation, and Maria has an entry as being

at least a suspect for theft by shoplifting, intimidation for phone call, and child abuse. Hector's NCJIS information confirmed the conviction for the stop sign violation. It also revealed that he has convictions for driving during suspension (DDS), traffic signal violation, and hunting or fishing without a permit. Maria's NCJIS information confirmed the shoplifting conviction.

Since this is a manager application, Maria's citizenship status is not relevant. In addition, she signed a spousal affidavit of non-participation. However, Hector and Maria each failed to list any of their convictions which technically makes the application false according to the Nebraska Liquor Control Act (Part II Chapter 2 Section 010.01). The undisclosed convictions would fall under state law or local ordinance. Either way, the convictions are either an infraction or a misdemeanor that do not rise to the level of a Class I Misdemeanor in a specified crime under Nebraska State Statute Chapter 28 that would automatically disqualify Hector from being a liquor manager.

On 6/15/11, I went to 610 W. 6th to speak to Hector. I was greeted outside by two very friendly and polite children who advised that Hector was working, and Maria was out of town. I gave my business card to an adult who was at the home supervising the children.

I received a call later in the afternoon from Maria advising that Hector was home. I went back to their house and spoke with them. Delmi Rodriguez who is the owner of La Zona Rosa was also there. I asked Hector how he knows Delmi. Maria answered and said that Delmi is Maria's daughter's godmother. I went on to ask Maria some questions about her family. Maria said the two children in the home are her's, but Hector is not their biological father. Maria said she just married Hector on 9/4/09.

Hector said he moved to the United States in 1978 where he lived in New York until 1994 and then moved to Grand Island. Maria said she moved to the United States in 1992 and lived in Hollywood, California. In 1995, she moved to St.

Paul, Minnesota for about three months and then moved to Grand Island.

I asked Hector and Maria why they didn't disclose any convictions on the application. Maria said she has never been in trouble, and she doesn't want

anything to do with the bar. I asked Maria about her shoplifting conviction,

06/17/11

Grand Island Police Department

450

15:25

LAW INCIDENT TABLE

Page:

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and she denied it. She offered the explanation that I was probably getting her

mixed up with her sister. Maria has a sister who is five years younger but has

exactly the same name with the exception of their middle names. Hector's wife

is Maria E. Nieto-Velasquez. Her sister's name is Maria D. Nieto-Velasquez.

Maria went on to say that her sister has used other identities before, knows

Maria's personal information, and may have given it during the shoplifting incident.

I researched the shoplifting incident and was able to determine that Maria was

involved, not her sister. I called Maria and told her I was able to verify that

she was convicted of shoplifting. Maria admitted to being involved in the

incident which occurred at Sear's in 2004 but said her daughter did it. Her

daughter was arrested at the time of the theft. With a little bit of a language

barrier, I'm not sure if Maria understood that she was convicted or understood

all along that I was trying to ask her about her shoplifting incident.

Hector confirmed that he was cited for fishing without a permit and also had

some traffic convictions. Maria and Hector explained that the attorney who

helped them with the application just asked them if they had ever been in jail

or in any serious trouble.

In summary, while it concerns the GIPD that Hector didn't disclose his DDS

conviction and other less serious convictions, we don't feel a denial is in order.



# City of Grand Island

Tuesday, June 28, 2011

Council Session

## Item G3

**#2011-147 - Approving Acquisition of Utility Easement - Northwest  
Corner of 611 Willow Street (Willow & 7th Streets) - Eihusen**

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

Staff Contact: Tim Luchsinger

R E S O L U T I O N   2011-147

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

WHEREAS, a public hearing was held on June 28, 2011, for the purpose of discussing the proposed acquisition of an easement located in Hall County, Nebraska; and more particularly described as follows:

Commencing at the northwest corner of Lot Two (2), Cottage Grove Third Subdivision; thence easterly along the northerly line of said Lot Two (2), a distance of twenty (20.0) feet to the ACTUAL Point of Beginning; thence continuing easterly along the northerly line of the said Lot Two (2), a distance of thirty five (35.0) feet; thence southerly and parallel with the westerly line of said Lot Two (2), a distance of twenty (20.0) feet; thence westerly and parallel with the northerly line of said Lot Two (2), a distance of fifteen (15.0) feet; thence southerly and parallel with the westerly line of said Lot Two (2), a distance of forty (40.0) feet; thence westerly and parallel with the northerly line of said Lot Two (2), a distance of twenty (20.0) feet; thence northerly and parallel with the westerly line of said Lot Two (2), a distance of sixty (60.0) feet to the said Point of Beginning.

The above-described easement and right-of-way containing a total of 0.034 acres, more or less, as shown on the plat dated 6/8/2011, marked Exhibit "A", attached hereto and incorporated herein by reference,

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

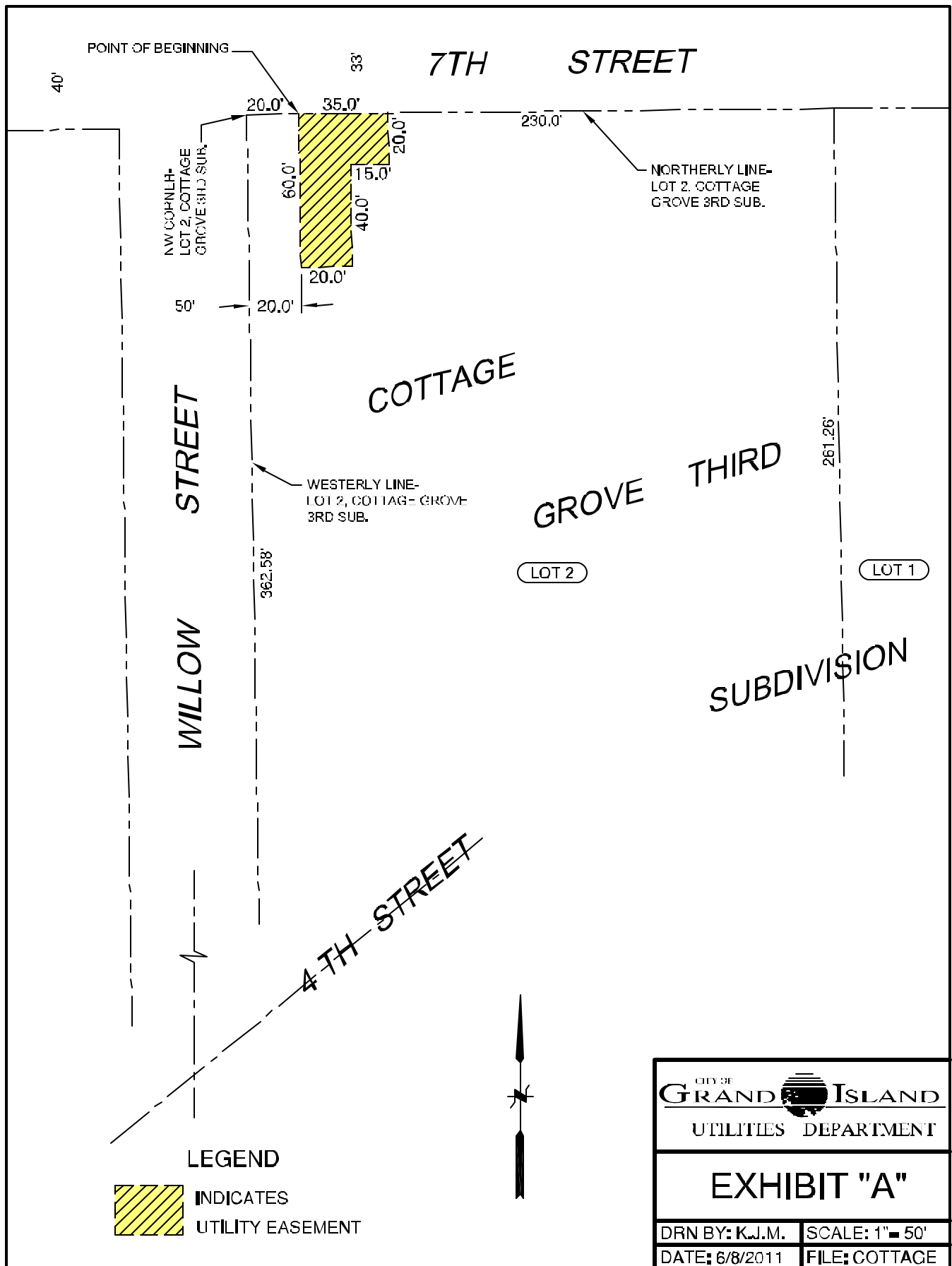
- - -

Adopted by the City Council of the City of Grand Island, Nebraska, June 28, 2011.

\_\_\_\_\_  
Jay Vavricek, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk





# City of Grand Island

Tuesday, June 28, 2011

Council Session

## Item G4

**#2011-148 - Approving Acquisition of Utility Easement - West of  
Blaine Street, South of Schimmer Drive - GI Economic  
Development Corp (Wildwood Trust)**

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

Staff Contact: Tim Luchsinger

## RESOLUTION 2011-148

WHEREAS, a public utility easement is required by the City of Grand Island, from Platte Valley State Bank and Trust Company, as Trustee of the Wildwood Trust, to survey, construct, inspect, maintain, repair, replace, relocate, extend, remove, and operate thereon, public utilities and appurtenances, including lines and transformers; and;

WHEREAS, a public hearing was held on June 28, 2011, for the purpose of discussing the proposed acquisition of an easement located in Hall County, Nebraska; and more particularly described as follows:

### TRACT 1

A fifty (50.0) foot wide tract of land, the centerline being more particularly described as follows:

Beginning at a point on the southerly line of the Northeast Quarter of the Southeast Quarter (NE1/4, SE1/4), Section Five (5), Township Ten (10) North, Range Nine (9) West, said point being eighty three (83.0) feet west of the easterly line of the (NE1/4, SE1/4) said Section Five (5); thence northerly, parallel with the easterly line of the Northeast Quarter of the Southeast Quarter (NE1/4, SE1/4) said Section Five (5), to a point on the northerly line of the Northeast Quarter of the Southeast Quarter (NE1/4, SE1/4) of said Section Five (5); thence continuing northerly, parallel with the easterly line of the Northeast Quarter (NE1/4) said Section Five (5), to a point on the southerly right-of-way line of Schimmer Drive, being thirty three (33.0) feet south of the northerly line of the Northeast Quarter (NE1/4) said Section Five (5).

### TRACT 2

A twenty (20.0) foot wide tract of land, the centerline being more particularly described as follows:

Beginning at a point one hundred twenty (120.0) feet south and one hundred eight (108.0) feet west of the northeast corner of the Northeast Quarter (NE1/4), Section Five (5), Township Ten (10) North, Range Nine (9) West, said point also being on the westerly line of Tract 1; thence westerly, parallel with the northerly line of the Northeast Quarter (NE1/4) said Section Five (5), a distance of two thousand four hundred six and nineteen hundredths (2,406.19) feet; thence deflecting right 45°00'00" and running northwesterly, a distance of ninety nine and twenty hundredths (99.20) feet to a point fifty (50.0) feet south of the northerly line of the Northeast Quarter (NE1/4) said Section Five (5); thence westerly, parallel with the northerly line of the Northeast Quarter (NE1/4) said Section Five (5), a distance of nineteen and ninety eight hundredths (19.98) feet, to a point on the

easterly right-of-way line of the River Industrial Lead Railroad, being formerly known as the St. Joseph Branch Union Pacific Railroad.

The above-described easement and right-of-way containing a combined total of 5.69 acres, more or less, as shown on the plat dated 3/23/2011, marked Exhibit "A", attached hereto and incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island be, and hereby is, authorized to acquire a public utility easement from Platte Valley State Bank and Trust Company, as Trustee of the Wildwood Trust, on the above-described tracts of land.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, June 28, 2011.

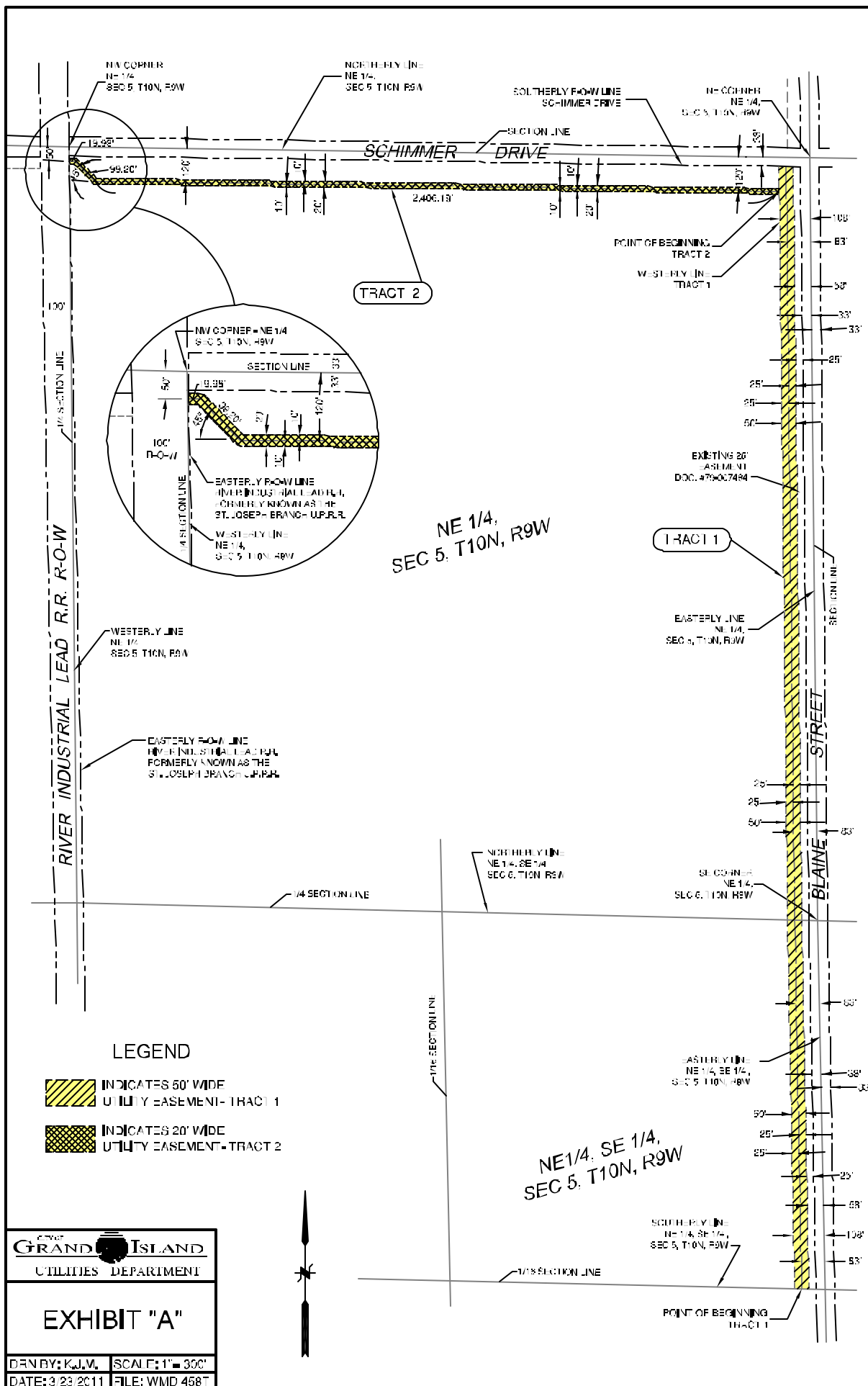
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Jay Vavricek, Mayor

Attest:

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RaNae Edwards, City Clerk





# City of Grand Island

Tuesday, June 28, 2011

Council Session

## Item G5

**#2011-149 - Approving Acquisition of Utility Easement - North of  
Wildwood Drive, East of Blaine Street - Hartman**

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

Staff Contact: Tim Luchsinger

RESOLUTION 2011-149

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

WHEREAS, a public hearing was held on June 28, 2011, for the purpose of discussing the proposed acquisition of an easement located in Hall County, Nebraska; and more particularly described as follows:

Commencing at the southwest corner of the Southwest Quarter (SW1/4) of Section Four (4), Township Ten (10) North, Range Nine (9) West of the 6<sup>th</sup> PM; thence easterly along the southerly line of said Southwest Quarter (SW1/4), a distance of thirty three (33.0) feet; thence northerly, a distance of thirty three (33.0) feet to the intersection of the easterly right-of-way line of Blaine Street and the northerly right-of-way line of Wildwood Drive being the ACTUAL Point of Beginning; thence continuing northerly along the easterly right-of-way line of said Blaine Street, a distance of forty seven (47.0) feet; thence easterly parallel with the northerly right-of-way line of said Wildwood Drive, a distance of fifty (50.0) feet; thence southerly parallel with the easterly right-of-way line of said Blaine Street, a distance of forty seven (47.0) feet to a point on the northerly right-of-way line of said Wildwood Drive; thence westerly along the northerly right-of-way line of said Wildwood Drive, a distance of fifty (50.0) feet to the said Point of Beginning.

The above-described easement and right-of-way containing a total of 0.054 acres, more or less, as shown on the plat dated 2/28/2011, marked Exhibit "A", attached hereto and incorporated herein by reference,

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, June 28, 2011.

\_\_\_\_\_  
Jay Vavricek, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

SE 1/4,  
SEC 5, T-10-N, R-9-W

SW 1/4,  
SEC 4, T-10-N, R-9-W

EXISTING 25' WIDE  
EASEMENT  
DOC. #79-007484

BLAINE STREET

WESTERLY LINE  
SW 1/4,  
SEC 4, T-10-N, R-9-W

EASTERLY R-O-W LINE-  
BLAINE STREET

SOUTHERLY LINE  
SW 1/4,  
SEC 4, T-10-N, R-9-W

NORTHERLY R-O-W LINE  
WILDWOOD DRIVE

POINT OF BEGINNING

WILDWOOD

SECTION LINE DRIVE

P.G.S. R.R. SPUR

SW CORNER  
SW 1/4,  
SEC 4, T-10-N, R-9-W

NE 1/4,  
SEC 8, T-10-N, R-9-W

NW 1/4,  
SEC 9, T-10-N, R-9-W

SECTION LINE

### LEGEND



INDICATES  
UTILITY EASEMENT



CITY OF  
**GRAND ISLAND**  
UTILITIES DEPARTMENT

**EXHIBIT "A"**

DRN BY: K.J.M.

SCALE: 1"= 100'

DATE: 2/28/2011

FILE: WMD 458T



# City of Grand Island

Tuesday, June 28, 2011

Council Session

## Item G6

**#2011-150 - Approving Acquisition of Utility Easement - North of Wildwood Drive, East of the St. Joseph Branch UPRR track - Blattner**

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

Staff Contact: Tim Luchsinger

## RESOLUTION 2011-150

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

WHEREAS, a public hearing was held on June 28, 2011, for the purpose of discussing the proposed acquisition of an easement located in Hall County, Nebraska; and more particularly described as follows:

### TRACT 1

A tract of land located in part of the Southwest Quarter of the Southeast Quarter (SW1/4, SE1/4) of Section Five (5), Township Ten (10) North, Range Nine (9) West of the 6<sup>th</sup> PM, Hall County, Nebraska, being more particularly described as follows:

Beginning at the point of intersection of the easterly right-of-way line of the St. Joseph Branch of the Union Pacific Railroad and the northerly right-of-way line of Wildwood Drive; thence easterly along the northerly right-of-way line of said Wildwood Drive, a distance of four hundred thirty and eighty four hundredths (430.84) feet to a point of curvature of a tract of land described in Document #78-887701 recorded in the Register of Deeds Office, Hall County, Nebraska; thence northwesterly along the westerly line of said tract of land, being the arc of a curve whose radius is nine hundred eighty and thirty seven hundredths (980.37) feet (the long cord deflects 135°15'12" left from the last described course), a long cord distance of ninety three and three tenths (93.3) feet to a point eighty (80.0) feet north of the southerly line of the Southwest Quarter of the Southeast Quarter (SW1/4, SE1/4) of Section Five (5), Township Ten (10) North, Range Nine (9) West; thence westerly parallel with the southerly line of the Southwest Quarter of the Southeast Quarter (SW1/4, SE1/4) said Section Five (5), to a point on the easterly right-of-way line of the said St. Joseph Branch of the Union Pacific Railroad; thence southerly along the easterly right-of-way line of the said St. Joseph Branch of the Union Pacific Railroad, to the said point of beginning of Tract 1.

### TRACT 2

A tract of land located in part of the Southwest Quarter of the Southeast Quarter (SW1/4, SE1/4) of Section Five (5), Township Ten (10) North, Range Nine (9) West of the 6<sup>th</sup> PM, Hall County, Nebraska, being more particularly described as follows:

Commencing at the point of intersection of the easterly right-of-way line of the St. Joseph Branch of the Union Pacific Railroad and the northerly right-of-way line of

Wildwood Drive; thence easterly along the northerly right-of-way line of said Wildwood

Drive, a distance of five hundred fifty two and sixty four hundredths (552.64) feet to a point of curvature of a tract of land described in Document #78-887701 recorded in the Register of Deeds Office, Hall County, Nebraska, being the

ACTUAL Point of Beginning of Tract 2; thence northwesterly along the easterly line of said tract of land, being the arc of a curve whose radius is nine hundred thirty and thirty seven hundredths (930.37) feet (the long cord deflects 134°44'33" left from the last described course), a long cord distance of one hundred thirteen and nine tenths (113.9) feet to a point eighty (80.0) feet north of the southerly line of the Southwest Quarter of the Southeast Quarter (SW1/4, SE1/4) of Section Five (5), Township Ten (10) North, Range Nine (9) West; thence easterly parallel with the southerly line of the Southwest Quarter of the Southeast Quarter (SW1/4, SE1/4) said Section Five(5), to a point on the easterly line of the Southwest Quarter of the Southeast Quarter (SW1/4, SE1/4) said Section Five (5); thence southerly along the easterly line of the Southwest Quarter of the Southeast Quarter (SW1/4, SE1/4) said Section Five (5), to a point on the northerly right-of-way line of said Wildwood Drive; thence westerly along the northerly right-of-way line of said Wildwood Drive to the said point of beginning of Tract 2.

The above-described easement and right-of-way tracts containing a combined total of 1.25 acres, more or less, as shown on the plat dated 2/23/2011, marked Exhibit "A", attached hereto and incorporated herein by reference,

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, June 28, 2011.

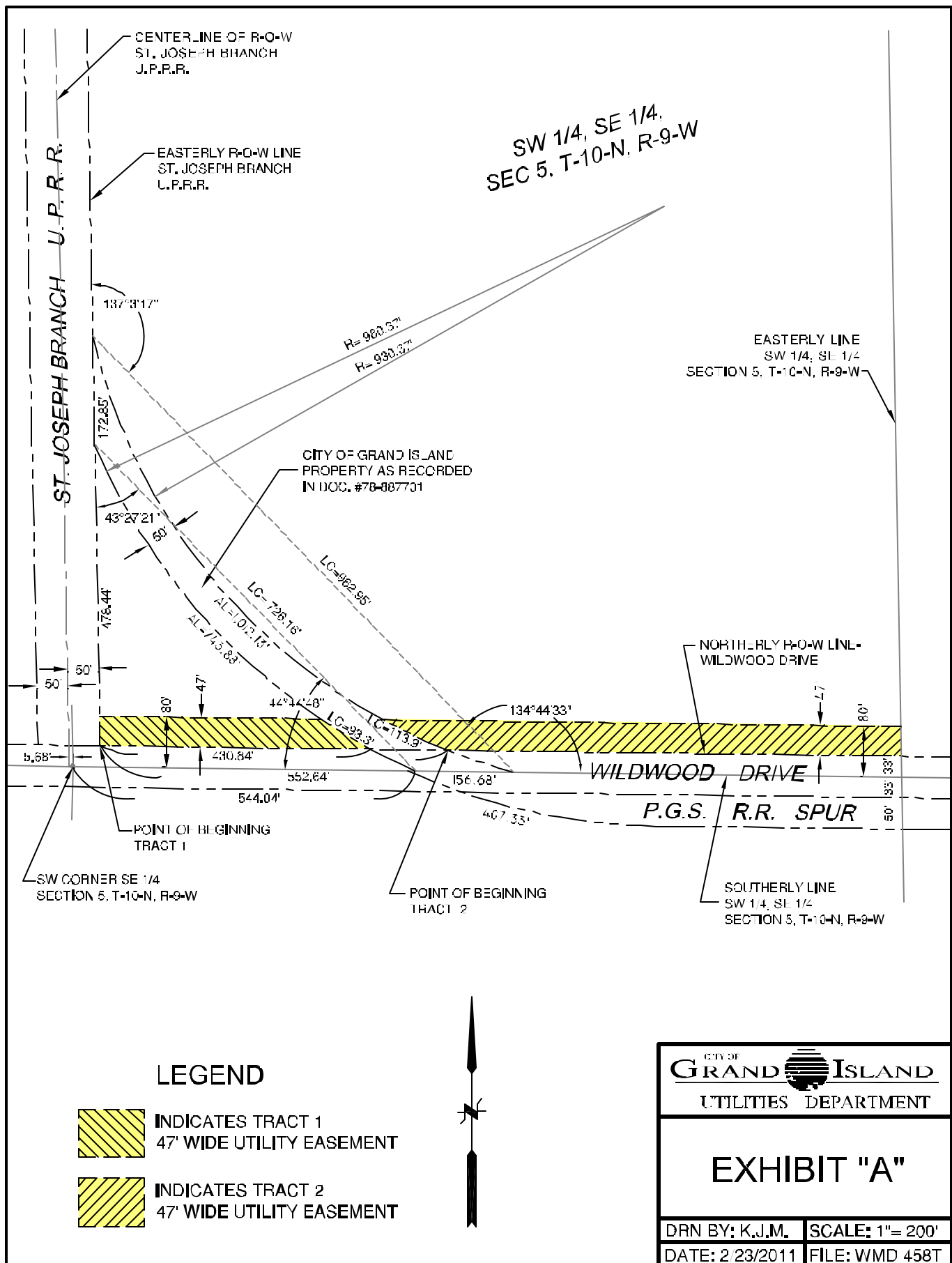
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Jay Vavricek, Mayor

Attest:

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RaNae Edwards, City Clerk





# **City of Grand Island**

**Tuesday, June 28, 2011**

**Council Session**

## **Item G7**

**#2011-151 - Approving Memorandum of Understanding with  
South Central Economic Development District, Inc.**

**Staff Contact: Joni Kuzma**

# **Council Agenda Memo**

**From:** Joni Kuzma, Community Development Administrator

**Meeting:** June 28, 2011

**Subject:** Approving Memorandum of Understanding with South Central Economic Development District, Inc.

**Item #'s:** G-7

**Presenter(s):** Joni Kuzma, Community Development Administrator

## **Background**

In May 2011, the City of Grand Island was awarded a \$605,000 Economic Development - Community Development Block Grant for direct financial assistance to a for-profit business for purchasing equipment. The grant will fund equipment purchases and result in the creation of 20 jobs, 11 of which would be held by or offered to persons of Low-to-Moderate Income, and be maintained for at least 12 months from May 4, 2011.

Of the grant, \$600,000 will be used for equipment purchase and \$5,000 will be used by the City of Grand Island for General Administration. Case New Holland has committed matching funds of \$1,900,000 for a projected total project cost of \$2,500,000.

The State of Nebraska required the City, as a part of the grant application, to enter into a Memorandum of Understanding with the Nebraska Department of Economic Development, CNH America LLC and the South Central Economic Development District, Inc. This MOU was entered into for purposes of grant fund distribution and direction from the Department of Economic Development for ongoing management of program income generated from this grant.

## **Discussion**

The Memorandum of Understanding set forth the terms and conditions of Community Development Block Grant (CDBG) funding of the Case IH #10-ED-016 grant and identified South Central Economic Development District, Inc. (SCEDD) as the Nonprofit Development Organization (NDO) the state selected to carry out CDBG assisted activities on behalf of the City of Grand Island for this grant. However, the MOU specifically states that the City and the specified NDO (SCEDD) must execute a separate administrative agreement. The City will maintain grantee status from the State of

Nebraska, provide certified grant administration, submit required reporting and reimbursement forms, and process invoices.

At this time the Council is requested to approve a Memorandum of Understanding between the City of Grand Island and the South Central Economic Development District, Inc. for carrying out the terms of the grant for business reimbursement and to specify use of program income generated from grant repayment proceeds. A copy of the Department of Economic Development Memorandum of Understanding is provided for council review as well as the MOU between the City and SCEDD.

### **Alternatives**

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

1. Move to approve the application
2. Postpone the issue to future date
3. Take no action on the issue

### **Recommendation**

City Administration recommends that the Council approve the Memorandum of Understanding between the City of Grand Island and the South Central Economic Development District, Inc..

### **Sample Motion**

Move to approve the Memorandum of Understanding between the City of Grand Island and the South Central Economic Development District, Inc. for Community Development Block Grant #10-ED-016 and authorize the Mayor to sign all related documents.

**Memorandum of Understanding  
between the City of Grand Island  
and the South Central Economic Development District, Inc.**

This agreement is made and entered into this 28th day of June, 2011, by and between the CITY OF GRAND ISLAND, NEBRASKA, a municipal corporation, hereinafter referred to as the "CITY" and SOUTH CENTRAL ECONOMIC DEVELOPMENT DISTRICT, INC. a non-profit corporation, hereinafter referred to as "SCEDD".

The purpose of this agreement is to define the respective rights and responsibilities between CITY and SCEDD as it as it relates to a joint and cooperative action for distribution of Community Development Block Grant #10-ED-016 Economic Development Loan and resulting Income Reuse monies within the jurisdiction of the Nebraska counties served by SCEDD.

The term of this MOU shall last until it is amended or dissolved with the agreement of the CITY and SCEDD through resolutions passed by the City Council and the executive board of SCEDD.

For purposes of this grant, both parties agree to the terms and conditions for use of these funds as follows:

1. CITY agrees to transfer award monies and program income reuse monies from this grant to SCEDD for payment of grant expenditures with limitations on the purpose that meet program reuse guidelines within SCEDD's Reuse Plan
2. SCEDD agrees to notify the CITY of applications for use of program income reuse monies from this grant and ensure first right of refusal to the CITY for use of the funds in Hall County;
3. CITY further allows distribution of program income reuse monies for use within the jurisdictional boundaries of SCEDD all in accordance with attached Exhibits 1 and 2 (Title 24 and map of SCEDD service area), incorporated herein by this reference in its entirety;
4. SCEDD agrees to allocate program income reuse monies to qualified business(es) meeting program income reuse guidelines all in accordance with attached Exhibit 3 (SCEDD's Reuse Plan), incorporated herein by this reference in its entirety;
5. SCEDD agrees to evaluate business application(s), coordinate obligation(s), and drawdown of monies in accordance with the laws of the State of Nebraska, Non-profit Development Organization standards and CDBG guidelines;

6. CITY shall not be responsible for providing any cash matching funds for future projects as identified above. Funding sources shall be Awards and Program Reuse Funds in accordance to attached Exhibits 1 and 2.

7. During life of this Interlocal Agreement, SCEDD will account for reuse funds in semi-annual reports to CITY due by January 15 and July 15 every reporting period.

In agreement to the foregoing terms:

Approved by the City Council and executed by CITY on:

\_\_\_\_\_

**City of Grand Island, Nebraska**

ATTEST:

By \_\_\_\_\_  
Jay Vavricek, Mayor

\_\_\_\_\_  
RaNae Edwards, City Clerk

Executed by SCEDD on \_\_\_\_\_

**South Central Economic Development District, Inc.**

By \_\_\_\_\_  
Sharon Hueftle, Executive Director

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[Code of Federal  
Regulations] [Title 24,  
Volume 3]  
[Revised as of April 1, 2004]  
From the U.S. Government Printing Office via GPO Access  
[CITE:

24CFR570.482]

[Page 105-109]

TITLE 24--HOUSING AND URBAN  
DEVELOPMENT

CHAPTER V--OFFICE OF ASSISTANT SECRETARY FOR COMMUNITY  
PLANNING AND DEVELOPMENT, DEPARTMENT OF HOUSING AND  
URBAN DEVELOPMENT

PART 570 COMMUNITY DEVELOPMENT BLOCK GRANTS--Table of Contents

Subpart I\_State Community Development Block Grant  
Program

Sec. 570.482 Eligible activities.

(a) General. The choice of activities on which block grant funds are expended represents the determination by state and local participants, developed in accordance with the state's program design and procedures, as to which approach or approaches will best serve these interests. The eligible activities are listed at section

105(a) of the Act.

(b) Special assessments under the CDBG program. The following policies relate to special assessments under the CDBG program:

(1) Public improvements initially assisted with CDBG funds. Where CDBG funds are used to pay all or part of the cost of a public improvement, special assessments may be imposed as follows:

(i) Special assessments to recover the CDBG funds may be made only against properties owned and occupied by persons not of low and moderate **income. These assessments constitute program income.**

(ii) Special assessments to recover the non-CDBG portion may be made, provided that CDBG funds are used to pay the special assessment in behalf of all properties owned and occupied by low and moderate income persons; except that CDBG funds need not be used to pay the special assessments in behalf of properties owned and occupied by moderate

income persons if, when permitted by the state, the unit of general local government certifies that it does not have sufficient CDBG funds to pay the assessments in behalf of all of the low and moderate income owner-occupant persons. Funds collected through such special assessments **are not program income.**

(2) Public improvements not initially assisted with CDBG funds. CDBG funds may be used to pay special assessments levied against property when this form of assessment is used to recover the capital cost of eligible public improvements initially financed solely from sources other than CDBG funds. The payment of special assessments with CDBG funds constitutes CDBG assistance to the public improvement. Therefore, CDBG funds may be used to pay special assessments provided that:

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(i) ~~The installation of the public improvements was carried out in compliance with requirements applicable to activities assisted under this subpart, including labor, environmental and citizen participation requirements;~~

(ii) The installation of the public improvement meets a criterion for national objectives. (See Sec. 570.483(b)(1), (c), and (d).)

(iii) The requirement of Sec. 570.482(b)(1)(ii) are met.

(c) Provision of assistance for microenterprise development. Microenterprise development activities eligible under section 105(a)(23) of the Housing and Community Development Act of 1974 (the Act), as amended, (42 U.S.C. 5301 et seq.) may be carried out either through the recipient directly or through public and private organizations, agencies, and other subrecipients (including nonprofit and for-profit subrecipients).

(d) Provision of public services. The following activities shall not be subject to the restrictions on public services under section 105(a)(8) of the Housing and Community Development Act of 1974, as amended:

(1) Support services provided under section 105(a)(23) of the Housing and Community Development Act of 1974, as amended, and paragraph (c) of this section;

(2) Services carried out under the provisions of section 105(a)(15) of the Housing and Community Development Act of 1974, as amended, that are specifically designed to increase economic opportunities through job training and placement and other employment support services, including, but not limited to, peer support programs, counseling, child care, transportation, and other similar services; and

(3) Services of any type carried out under the provisions of section 105(a)(15) of the Act, pursuant to a strategy approved by a State under the provisions of Sec. 91.315(e)(2) of this title.

(e) Guidelines and objectives for evaluating project costs and financial requirements--

(1) Applicability. The following guidelines, also referred to as the underwriting guidelines, are provided to assist the recipient to evaluate and select activities to be carried out for economic development purposes. Specifically, these guidelines are applicable to activities that are eligible for CDBG assistance under section 105(a)(17) of the Act, economic development activities eligible under section 105(a)(14) of the Act, and activities that are part of a community economic development project eligible under section 105(a)(15) of the Act. The use of the underwriting guidelines published by HUD is not mandatory. However, states electing not to use these guidelines would be expected to ensure that the state or units of general local government conduct basic financial underwriting prior to the provision of CDBG financial assistance to a for-profit business.

(2) Objectives. The underwriting guidelines are designed to provide the recipient with a framework for financially underwriting and selecting CDBG-assisted economic development projects which are financially viable and will make the most effective use of the CDBG funds. Where appropriate, HUD's underwriting guidelines recognize that different levels of review are appropriate to take into account differences in the size and scope of a proposed project, and in the case of a microenterprise or other small business to take into account the differences in the capacity and level of sophistication among businesses of differing sizes. Recipients are encouraged, when they develop their own programs and underwriting criteria, to also take these factors into account. These underwriting guidelines are published as appendix A to this part. The objectives of the underwriting guidelines are to ensure:

- (i) That project costs are reasonable;
- (ii) That all sources of project financing are committed;
- (iii) That to the extent practicable, CDBG funds are not substituted for non-Federal financial support;
- (iv) That the project is financially feasible;
- (v) That to the extent practicable, the return on the owner's equity investment will not be unreasonably high; and
- (vi) That to the extent practicable, CDBG funds are disbursed on a pro rata basis with other finances provided to the project.

(f) Standards for evaluating public benefit--

(1) Purpose and applicability. The grantee is responsible for making sure that at least a minimum level of public benefit is obtained from the expenditure of CDBG funds under the categories of eligibility governed by these standards. The standards set forth below identify the types of public benefit that will be

recognized for this purpose and the minimum level of each that must be obtained for the amount of CDBG funds used. These standards are applicable to activities that are eligible for CDBG assistance under section 105(a)(17) of the Act, economic development activities eligible under section 105(a)(14) of the Act, and activities that are part of a community economic development project eligible under section 105(a)(15) of the Act. Certain public facilities and improvements eligible under section 105(a)(2) of the Act, which are undertaken for economic development purposes, are also subject to these standards, as specified in Sec. 570.483(b)(4)(vi)(F)(2). Unlike the guidelines for project costs and financial requirements covered under paragraph (a) of this section, the use of the standards for public benefit is mandatory.

(2) Standards for activities in the aggregate. Activities covered by these standards must, in the aggregate, either:

(i) Create or retain at least one full-time equivalent, permanent job per \$35,000 of CDBG funds used; or

(ii) Provide goods or services to residents of an area, such that the number of low- and moderate-income persons residing in the areas served by the assisted businesses amounts to at least one low- and moderate-income person per \$350 of CDBG funds used.

(3) Applying the aggregate standards.

(i) A state shall apply the aggregate standards under paragraph (e)(2) of this section to all funds distributed for applicable activities from each annual grant. This includes the amount of the annual grant, any funds reallocated by HUD to the state, any program income distributed by the state and any guaranteed loan funds made under the provisions of subpart M of this part covered in the method of distribution in the final statement for a given annual grant year.

(ii) The grantee shall apply the aggregate standards to the number of jobs to be created/retained, or to the number of persons residing in the area served (as applicable), as determined at the time funds are obligated to activities.

(iii) Where an activity is expected both to create or retain jobs and to provide goods or services to residents of an area, the grantee may elect to count the activity under either the jobs standard or the area residents standard, but not both.

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(iv) Where CDBG assistance for an activity is limited to job training and placement and/or other employment support services, the jobs assisted with CDBG funds shall be considered to be created or retained jobs for the purposes of applying the aggregate standards.

(v) Any activity subject to these standards which meets one or more of the following criteria may, at the grantee's option, be excluded from the aggregate standards described in paragraph (f)(2) of this section:

(A) Provides jobs exclusively for unemployed persons or participants in one or more of the following programs:

- (1) Jobs Training Partnership Act (JTPA);
- (2) Jobs Opportunities for Basic Skills (JOBS); or
- (3) Aid to Families with Dependent Children (AFDC);

(B) Provides jobs predominantly for residents of Public and Indian Housing units;

(C) Provides jobs predominantly for homeless persons;

(D) Provides jobs predominantly for low-skilled, low- and moderate- income persons, where the business agrees to provide clear opportunities for promotion and economic advancement, such as through the provision of training;

(E) Provides jobs predominantly for persons residing within a census tract (or block numbering area) that has at least 20 percent of its residents who are in poverty;

(F) Provides assistance to business(es) that operate(s) within a census tract (or block numbering area) that has at least 20 percent of its residents who are in poverty;

(G) Stabilizes or revitalizes a neighborhood income that has at least 70 percent of its residents who are low- and moderate-income;

(H) Provides assistance to a Community Development Financial Institution (as defined in the Community Development Banking and Financial Institutions Act of 1994, (12 U.S.C. 4701 note)) serving an area that has at least 70 percent of its residents who are low- and moderate-income;

(I) Provides assistance to an organization eligible to carry out activities under section 105(a)(15) of the Act serving an area that has at least 70 percent of its residents who are low- and moderate-income;

(J) Provides employment opportunities that are an integral component of a project designed to promote spatial de-concentration of low- and moderate-income and minority persons;

(K) With prior HUD approval, provides substantial benefit to low-income persons through other innovative approaches;

(L) Provides services to the residents of an area pursuant to a strategy approved by the State under the provisions of Sec. 91.315(e)(2) of this title;

(M) Creates or retains jobs through businesses assisted in an area pursuant to a strategy approved by the State under the provisions of Sec. 91.315(e)(2) of this title.

(4) Standards for individual activities. Any activity subject to these standards which falls into one or more of the following categories will be considered by HUD to provide insufficient public benefit, and therefore may under no circumstances be assisted with CDBG funds:

- (i) The amount of CDBG assistance exceeds either of the

following, as applicable:

(A) \$50,000 per full-time equivalent, permanent job created or **retained; or**

(B) \$1,000 per low- and moderate-income person to which goods or services are provided by the activity.

(ii) The activity consists of or includes any of the following:

(A) General promotion of the community as a whole (as opposed to the promotion of specific areas and programs};

(B) Assistance to professional sports teams;

(C) Assistance to privately-owned recreational facilities that serve a predominantly higher-income clientele, where the recreational benefit to users or members clearly outweighs employment or other benefits to low-and moderate-income persons;

(D) Acquisition of land for which the specific proposed use has not yet been identified; and

(E) Assistance to a for-profit business while that business or any other business owned by the same person(s) or entity(ies) is the subject of unresolved findings of noncompliance relating to previous CDBG assistance provided by the recipient"

(5) Applying the individual activity standards" (i) Where an activity is expected both to create or retain jobs and to provide goods or services to residents of an area, it will be disqualified only if the amount of CDBG assistance exceeds both of the amounts in paragraph (f)(4)(i) of this section.

(iii) The individual activity tests in paragraph (f)(4)(i) of this section shall be applied to the number of jobs to be created or retained, or to the number of persons residing in the area served (as applicable), as determined at the time funds are obligated to **activities**.

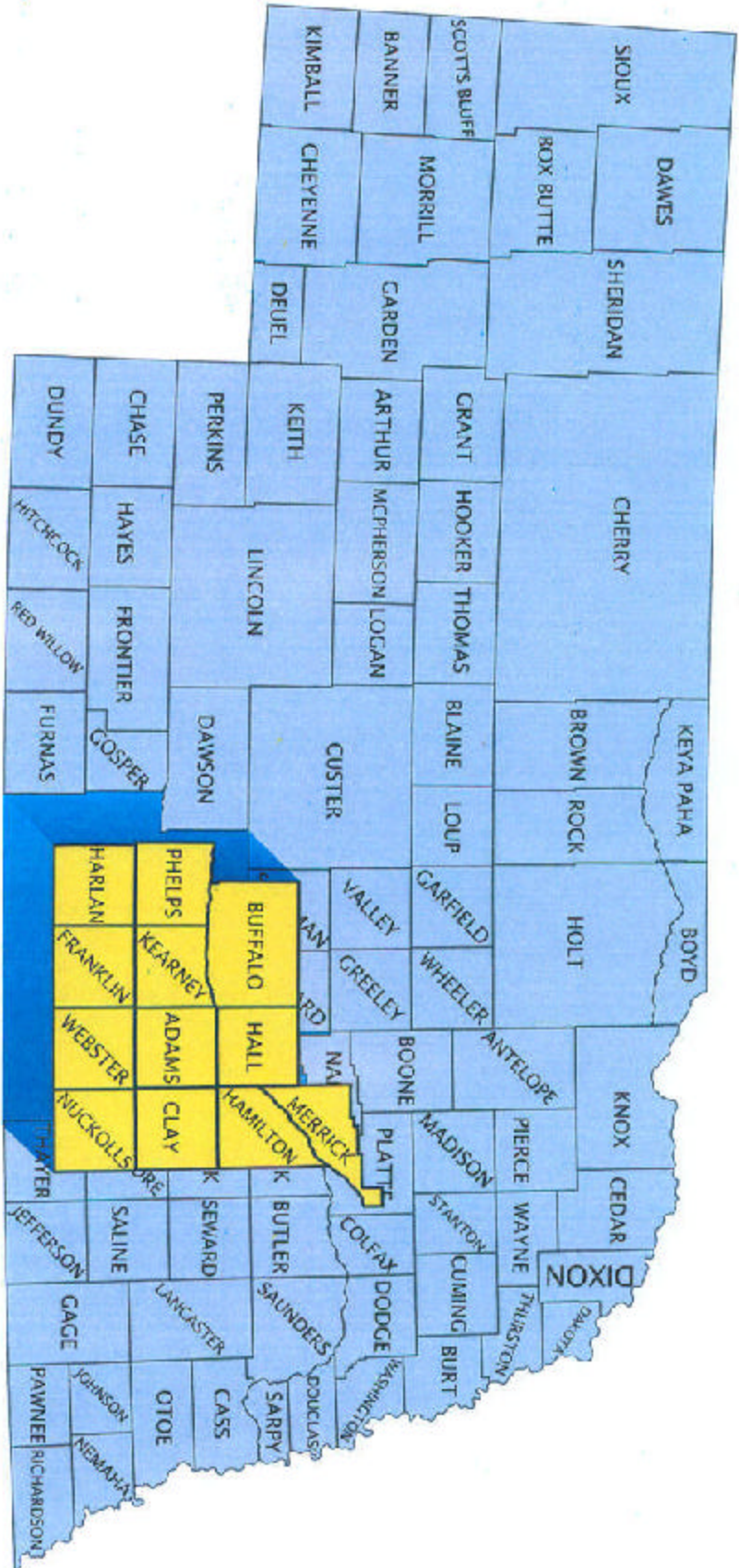
(iv) Where CDBG assistance for an activity is limited to job training and placement and/or other employment support services, the jobs assisted with CDBG funds shall be considered to be created or retained jobs for the purposes of applying the individual activity standards in paragraph (f)(4)(i) of this section"

(6) Documentation. The state and its grant recipients must maintain sufficient records to demonstrate the level of public benefit, based on the above standards, that is actually achieved upon completion of the CDBG-assisted economic development activity(ies) and how that compares to the level of such benefit anticipated when the CDBG assistance was obligated" If a state grant recipient's actual results show a pattern of substantial variation from anticipated results, the state and its recipient are expected to take those actions

reasonably within their respective control to improve the accuracy of the projections" If the actual results demonstrate that the state has failed the public benefit standards, HUD may require the state to meet more stringent standards in future years as appropriate.

(g) Amendments to economic development projects after review determinations. If, after the grantee enters into a contract to provide assistance to a project, the scope or financial elements of the project change to the extent that a significant contract amendment is appropriate, the project should be reevaluated under these and the recipient's guidelines. (This would include, for example, situations where the business requests a change in the amount or terms of assistance being provided, or an extension to the loan payment period required in the contract.) If a reevaluation of the project indicates that the financial elements and public benefit to be derived have also substantially changed, then the recipient should make appropriate adjustments in the amount, type, terms or conditions of CDBG assistance which has been offered, to reflect the impact of the substantial change. (For example, if a change in the project elements results in a substantial reduction of the total project costs, it may be appropriate for the recipient to reduce the amount of total CDBG assistance.) If the amount of CDBG assistance provided to the project is increased, the amended project must still comply with the public benefit standards under paragraph (f) of this section.

[57 FR 53397, Nov. 9, 1992, as amended at 60 FR 1949, Jan. 5, 1995; 61 FR 54921, Oct. 22, 1996]



## South Central Economic Development District

308-995-3190

[www.scedd.us](http://www.scedd.us)

RESOLUTION 2011-151

WHEREAS, the City of Grand Island, Nebraska, was awarded a \$605,000 Economic Development - Community Development Block Grant for direct financial assistance to a for-profit business for purchasing equipment; and

WHEREAS, \$600,000 in grant funds will be used for equipment purchase and \$5,000 will be used by the City of Grand Island for General Administration, and

WHEREAS, the City entered into a Memorandum of Understanding with the Nebraska Department of Economic Development, CNH America LLC and the South Central Economic Development District, Inc. purposes of grant fund distribution and direction from the Department of Economic Development for ongoing management of program income generated from this grant,; and

WHEREAS, the City and the specified Nonprofit Development Organization of the South Central Economic Development District, Inc. must execute a separate administrative agreement for these activities, and

WHEREAS, the Council is requested to approve a Memorandum of Understanding between the City of Grand Island and the South Central Economic Development District, Inc. for carrying out the terms of the grant for business reimbursement and to specify use of program income generated from grant repayment proceeds; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island, Nebraska is hereby authorized to enter into a Memorandum of Understanding between the City of Grand Island and the South Central Economic Development District, Inc. for carrying out the terms of the grant for business reimbursement and to specify use of program income generated from grant repayment proceeds and the Mayor is hereby authorized and directed to execute such proceedings on behalf of the City of Grand Island for such grant programs.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, June 28, 2011.

\_\_\_\_\_  
Jay Vavricek, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form	☐ _____
June 24, 2011	☐ City Attorney



# City of Grand Island

Tuesday, June 28, 2011

Council Session

## Item G8

**#2011-152 - Approving Housing Development Corporation  
Contract Extension for Neighborhood Stabilization**

Staff Contact: Joni Kuzma

# **Council Agenda Memo**

**From:** Joni Kuzma, Community Development

**Council Meeting:** June 28, 2011

**Subject:** Approving Housing Development Corporation Contract Extension for Neighborhood Stabilization

**Item #:** G-8

**Presenter(s):** Joni Kuzma, Community Development Administrator

## **Background**

In 2009 and 2010, the City of Grand Island was awarded a total of \$1,183,000 in Neighborhood Stabilization Program grant from the Nebraska Department of Economic Development. The grant enabled the city to purchase and demolish ten vacant, blighted structures and redevelop seven of the lots in new homes for low to middle income first-time homebuyers.

In the initial December 15, 2009 contract, the Housing Development Corporation, a non-profit housing developer, agreed to redevelop 3 of the properties. The contract period began on July 31, 2010 and ended on June 2, 2011. The Housing Development Corporation has agreed to redevelop two additional lots for the Neighborhood Stabilization Program so a contract extension is required.

## **Discussion**

As per the original agreement, the two additional houses constructed by the Housing Development Corporation will be subsidized through the grant and a \$10,000 developer fee. There are sufficient funds in the grant to conduct the activity of new construction for two additional houses. The grant contract between the Nebraska Department of Economic Development and the City of Grand Island expires August 24, 2011. If approved by Council, the contract with the Housing Development Corporation will be extended from June 2, 2011 to August 24, 2011.

## **Alternatives**

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

1. Approve the Contract Extension and authorize the Mayor to sign all related documents
2. Refer the issue to a Committee.
3. Postpone the issue to a later date.

### **Recommendation**

City Administration recommends that Council approves the Housing Development Corporation grant extension for Neighborhood Stabilization and authorize the Mayor to sign all related documents.

### **Sample Motion**

Move to approve the Housing Development Corporation grant extension for Neighborhood Stabilization and authorize the Mayor to sign all related documents.



## CONTRACT TIME EXTENSION

**PROJECT:** Neighborhood Stabilization Program CDBG grant #09-3N-11

**CONTRACTOR:** Housing Development Corporation

**AMOUNT OF ORIGINAL CONTRACT:** Developer fees of \$10,000 per redeveloped lot

**CONTRACT DATE:** December 15, 2009

Notice to Proceed Date ----- July 31, 2010

Original Completion Date ----- June 1, 2011

Revised Completion Date ----- August 24, 2011

**Contractor** Housing Development Corporation

**By** \_\_\_\_\_  
Linda Addison

**Date** \_\_\_\_\_

**Title** \_\_\_\_\_  
Executive Director

**CITY OF GRAND ISLAND, NEBRASKA**

**By** \_\_\_\_\_  
Jay Vavricek, Mayor

**Date** \_\_\_\_\_

**Attest** \_\_\_\_\_  
RaNae Edwards, City Clerk

RESOLUTION 2011-152

WHEREAS, the City of Grand Island, Nebraska was awarded a \$993,000 Neighborhood Stabilization Program (NSP) grant from the Nebraska Department of Economic Development; and

WHEREAS, the grant will enable the city to purchase and demolish at least six (6) vacant, blighted structures and redevelop the lots into six (6) new homes,

WHEREAS, Habitat for Humanity and the Housing Development Corporation are non-profit housing developers partnering on the grant and are eligible to redevelop at least three properties each,

WHEREAS, the City must enter into a Housing Developer Agreement with each organization to move forward with construction of new housing.

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

The City of Grand Island, Nebraska is hereby authorized to enter into Housing Developer Agreements with Habitat for Humanity and the Housing Development Corporation and the Mayor is hereby authorized and directed to execute such contracts.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, June 28, 2011.

\_\_\_\_\_  
Margaret Hornady, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk



# **City of Grand Island**

**Tuesday, June 28, 2011**

**Council Session**

## **Item G9**

**#2011-153 - Approving Energy Efficiency Agreement for Thermal Imaging Project**

**Staff Contact: Joni Kuzma**

# **Council Agenda Memo**

**From:** Joni Kuzma, Community Development

**Meeting:** June 28, 2011

**Subject:** Approving Energy Efficiency Block Agreement for Thermal Infrared Imaging Project

**Item #'s:** G-9

**Presenter(s):** Joni Kuzma, Community Development Administrator

## **Background**

In June 2009, the City of Grand Island was awarded a \$199,000 Energy Efficiency and Conservation Block Grant (EECBG) from the Department of Energy and The American Recovery and Reinvestment Act of 2009 appropriation. The purpose of the EECBG program is to assist eligible entities in creating and implementing strategies to

- Reduce fossil fuel emissions in a manner that is environmentally sustainable and, to the maximum extent practical, maximizes benefits for local and regional communities;
- Reduce the total energy use of the eligible entities; and
- Improve energy efficiency in the building sector, the transportation sector, and other appropriate sectors.

City staff met with City Administration in selecting projects for submission to the Department of Energy and to complete an Energy Efficiency and Conservation Strategy for the City. All projects were approved by the Department of Energy and are fully funded through the grant.

## **Discussion**

One of the three projects selected by the City was to conduct an aerial Georeferenced Thermal Infrared Imaging Survey of the city. This aerial survey will measure building roof heat loss levels across the city which will be used to create an energy consumption map of the city. The thermal survey can be cross-referenced with the Geographic Information System (GIS) to identify either specific buildings or clusters of structures in a neighborhood. The information can be used to educate property owners, residents and business about energy consumption measures they could implement if desired, for long-

range energy efficiency improvement planning for public/private buildings, and to identify future project areas that may benefit from energy efficiency retrofits.

A Request for Proposals was published in the March 1, 2011 Grand Island Independent with a deadline of 4:00 p.m. Friday, March 11, 2011. Two RFP packets were mailed to companies that offered this or a similar service. One proposal was received and rated according to the specifications outlined in the Request for Proposals. The project award recommendation is Cornerstone Mapping in the amount of \$45,000. The grant will pay the full amount and must be expended by September 30, 2012. No matching funds are required.

### **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 energy efficiency award as recommended.

### **Sample Motion**

Move to approve the energy efficiency award for Thermal Infrared Imaging to Cornerstone Mapping.



**CONTRACT AGREEMENT – EECBG-7A-2011**

**American Recovery and Reinvestment Act of 2009  
Energy Efficiency and Conservation Block Grant  
ENERGY EFFICIENCY PROJECTS**

THIS AGREEMENT made and entered into this 28nd day of June, 2011, by and between Cornerstone Mapping, Aaron Schepers, President, 8118 S. 23<sup>rd</sup> Ct., Lincoln, Nebraska, 68512, hereinafter called the Contractor, and the City of Grand Island, 100 E. 1<sup>st</sup> St., Grand Island, Nebraska, 68801 hereinafter called the City.

WITNESSETH:

THAT, WHEREAS, in accordance with law, the City has caused contract documents to be prepared and an advertisement calling for proposals to be published, for and in consideration of completion of a Georeferenced Airborne Thermal Infrared imaging survey of the city.

WHEREAS, the City, in the manner prescribed by law, has publicly opened, examined, and canvassed the proposals submitted, and has determined the aforesaid Contractor to be the lowest responsive and responsible proposer, and has duly awarded to the said Contractor a contract therefore, for the sum or sums named in the Contractor's proposal, a copy thereof being attached to and made a part of this contract;

NOW, THEREFORE, in consideration of the compensation to be paid to the Contractor and of the mutual agreements herein contained, the parties have agreed and hereby agree, the City for itself and its successors, and the Contractor for itself, himself, or themselves, and its, his, or their successors, as follows:

**ARTICLE I.** That the Contractor shall (a) furnish all tools, equipment, superintendence, transportation, and other construction materials, services and facilities; (b) furnish, as agent for the City, all materials, supplies and equipment specified and required to be incorporated in and form a permanent part of the completed work; (c) provide and perform all necessary labor; and (d) in a good substantial and workmanlike manner and in accordance with the requirements, stipulations, provisions, and conditions of the contract documents as listed in the attached General Specifications, said documents forming the contract and being as fully a part thereof as if repeated verbatim herein, perform, execute, construct and complete all work included in and covered by the City's official award of this contract to the said Contractor, such award being based on the acceptance by the City of the Contractor's proposal;

**ARTICLE II.** That the City shall pay to the contractor for the performance of the work embraced in this contract and the contractor will accept as full compensation therefore the sum (subject to adjustment as provided by the contract) of **Forty-Five Thousand Dollars and 00/100 \$45,000.00**, for all services, materials, and work covered by and included in the contract award and designated in the foregoing Article I; payments thereof to be made in cash or its equivalent in the manner provided in the General Specifications.

**ARTICLE III.** The contractor hereby agrees to act as agent for the City in purchasing materials and supplies for the City for this project. The contractor agrees to comply with the Buy American Provisions set forth in section 1605 of the American Recovery and Reinvestment Act. Buy American Recovery Act provisions apply to funds used for a project for the construction alteration, maintenance or repair of a public building or public work. The Contractor agrees to provide documented certification verifying that the product was manufactured domestically.

The Contractor agrees to supply ENERGY STAR qualified and Federal Energy Management Program designated products, as well as documentation certifying use of said qualified energy consuming products and systems.

The City shall be obligated to the vendor of the materials and supplies for the purchase price, but the contractor shall handle all payments hereunder on behalf of the City. The vendor shall make demand or claim for payment of the purchase price from the City by submitting an invoice to the contractor. Title to all materials and supplies purchased hereunder shall vest in the City directly from the vendor. Regardless of the method of payment, title shall vest immediately in the City. The contractor shall not acquire title to any materials and supplies incorporated into the project. All invoices shall bear the

contractor's name as agent for the City. This paragraph will apply only to these materials and supplies actually incorporated into and becoming a part of the finished product of a Georeferenced Airborne Thermal Infrared imaging survey of the city.

#### CONTRACT AGREEMENT (Continued)

ARTICLE IV. That the contractor shall start work as soon as possible after the contract is signed and the required insurance is approved, and that the Contractor shall complete the work by **March 31, 2012, unless otherwise agreed upon by both parties.** It is understood and agreed that time is the essence of the contract.

ARTICLE V. The Contractor agrees to comply with all applicable State fair labor standards in the execution of this contract as required by Section 73-102, R.R.S. 1943. The Contractor further agrees to comply with the provisions of Section 48-657, R.R.S. 1943, pertaining to contributions to the Unemployment Compensation Fund of the State of Nebraska. The Contractor agrees to comply with all applicable Local, State and Federal rules and regulations. The contractor agrees to comply with the following national policies prohibiting discrimination:

- 1 On the basis of race, color, or national origin, in Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), as implemented by DOE regulations at 10 CFR part 1040;
- 2 On the basis of sex or blindness, in Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), as implemented by DOE regulations at 10 CFR parts 1041 and 1042;
- 3 On the basis of age, in the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), as implemented by Department of Health and Human Services regulations at 45 CFR part 90 and DOE regulations at 10 CFR part 1040;
- 4 On the basis of disability, in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as implemented by Department of Justice regulations at 28 CFR part 41 and DOE regulations at 10 CFR part 1041;
- 5 On the basis of race, color, national origin, religion, disability, familial status, and sex under Title VIII of the Civil Rights Act (42 U.S.C. 3601 et seq.) as implemented by the Department of Housing and Urban Development at 24 CFR part 100; and
- 6 On the basis of disability in the Architectural Barriers Act of 1968 (42 U.S.C. 4151 et seq.) for the design, construction, and alteration of buildings and facilities financed with Federal funds.

The Contractor further agrees to maintain a drug-free workplace policy.

ARTICLE VI. The contractor agrees to comply with applicable provisions of 1) the Clean Air Act (42 U.S.C. 7401, et. Seq.) and Clean Water Act (33 U.S.C. 1251, et. Seq.) as implemented by Executive Order 11738 [3 CFR 1971-1975 Comp., p. 799] and Environmental Protection Agency rules at 40 CFR part 32, Subpart J; 2) the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), as implemented by the Department of Housing and Urban Development at 24 CFR part 35, and 3) any other applicable environmental policies.

ARTICLE VII. The contractor agrees to comply with Section 1606 of the American Recovery and Reinvestment Act of 2009 with regard to **Davis-Bacon Act prevailing wage requirements for projects in excess of \$2,000 for the construction, alteration, and/or repair of public buildings or public works. Contractors and subcontractors are required to pay laborers and mechanics employed on a covered contract wages and fringe benefits determined by the Secretary of Labor to be prevailing for corresponding classes of employees engaged on similar projects in the locality.** Accordingly, contractors and subcontractors must ensure that any laborers and mechanics employed on projects funded or assisted in whole or in part by Recovery Act funds are paid prevailing wages as determined by the Secretary of Labor for construction, alteration, and/or repair (including painting and decorating).

The contractor agrees that all laborers and mechanics on this project (whether employed by the contractor or subcontractor) will be paid on a weekly basis and will submit weekly certified payroll records to Community Development. The most current DOL Wage Determination was provided in the Request for Proposal specifications and is attached to this contract.

ARTICLE VIII. City Code states that it is unethical for any person to offer, give, or agree to give any City employee or former City employee, or for any City employee or former City employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or



The contract and insurance are in due form according to law and are hereby approved.

\_\_\_\_\_  
Attorney for the City

Date \_\_\_\_\_

RESOLUTION 2011-153

WHEREAS, in June 2009, the City of Grand Island was awarded a \$199,000 Energy Efficiency and Conservation Block Grant (EECBG) from the Department of Energy and The American Recovery and Reinvestment Act of 2009 appropriation; and

WHEREAS, energy efficiency projects were approved by the Department of Energy that would reduce the total energy use of the eligible entities and improve energy efficiency in the building sector, the transportation sector, and other appropriate sectors; and

WHEREAS, an aerial Georeferenced Thermal Infrared Imaging project is an eligible grant activity; and

WHEREAS, a formal Request for Proposal process was utilized in procuring for qualified project proposals; and

WHEREAS, a qualifying proposal was received and rated according to the specifications outlined in a Request for Proposals as follows:

Cornerstone Mapping: \$45,000

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Grand Island City Council approves the energy efficiency award as recommended.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, June 28, 2011.

\_\_\_\_\_  
Jay Vavricek, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk



# City of Grand Island

Tuesday, June 28, 2011

Council Session

## Item G10

**#2011-154 - Approving the Nebraska Department of Health and Human Services Agreement for a 2011-2012 Child Well-Being Grant**

Staff Contact: Joni Kuzma

# **Council Agenda Memo**

**From:** Joni Kuzma, Community Development

**Meeting:** June 28, 2011

**Subject:** Approve 2011-2012 Child Well-Being Grant Agreement with the Nebraska Department of Health and Human

**Item #'s:** G-10

**Presenter(s):** Joni Kuzma, Community Development Administrator

## **Background**

The Nebraska Department of Health and Human Services Division of Children and Family Services Child Welfare Unit, in collaboration with the Nebraska Children and Families Foundation (NCFF) and the Nebraska Child Abuse Prevention Fund Board (NCAPFB), has awarded a grant of \$30,000 to the City of Grand Island. The purpose of the grant is the implementation of the Child Well-Being Strategic Plan created and carried out by the Coalition for Children.

The Nebraska Child Prevention Fund Board was involved in development of the implementation plan from 2007-2009. In 2010, five communities were selected to adapt the plan for local use and to implement the plan: Grand Island, Panhandle Partnership, North Platte, Columbus, and South Sioux City. The communities were selected based on statewide data about child abuse and neglect and related needs, as well as community capacity to address the needs and carry out the terms of the grant.

## **Discussion**

The Nebraska Children and Families Foundation (NCFF) has funded a variety of programs and collaboration building activities in Grand Island for almost 15 years. For the past 4 years, the Coalition for Children has been building collaborative community partnerships, with guidance from NCFF, in preparation for this and other projects that enhance the Child Well-being Prevention System of Care. The goal of this initiative is to enhance child well-being throughout the state and increase the child well-being indicators on which Hall County scored lower than the State.

With acceptance of the offer, a grant in the amount of \$30,000 will be awarded to the City. No matching funds are required. The City will act as fiscal agent. The Coalition for

Children in collaboration with Community Development will carry out the scope of work as outlined in the agreement between June 1, 2011 and June 30, 2012.

### **Alternatives**

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

1. Approve the grant agreement
2. Refer the issue to a Committee
3. Postpone the issue to future date

### **Recommendation**

City administration recommends that Council approve the grant agreement.

### **Sample Motion**

Move to approve the grant agreement with the Nebraska Department of Health and Human Services Division of Children and Family Services Child Welfare Unit and authorize the Mayor to sign all related documents.

## **PREVENTION SUBGRANT**

### **BETWEEN**

**THE NEBRASKA DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF CHILDREN AND FAMILY SERVICES CHILD WELFARE UNIT**

### **AND**

**CITY OF GRAND ISLAND**

This subgrant is entered into by and between the Nebraska Department of Health and Human Services, **DIVISION OF CHILDREN AND FAMILY SERVICES CHILD WELFARE UNIT** (hereinafter "DHHS"), and **CITY OF GRAND ISLAND** (hereinafter "Subrecipient").

**PURPOSE.** The purpose of this subgrant is for the implementation of the Child Well-Being Strategic Plan. The implementation plan, designed as a five-year pilot, was named the Child Well Being Initiative. The NCAFP Board was involved in development of the implementation plan from 2007 to 2009. Five communities, based on a recommendation from the Nebraska Statewide Prevention Partnership, were selected to implement the plan. The Partnership includes the Nebraska Children and Families Foundation, Nebraska Department of Health and Human Services and the Nebraska Child Abuse Prevention Fund Board.

The selection of these communities were based on data for child abuse and neglect and related needs and also based on community capacity to address the needs.

### **I. PERIOD OF PERFORMANCE AND TERMINATION**

- A. **TERM.** This award is in effect from June 1, 2011, the effective date through June 30, 2012, the completion date.
- B. **TERMINATION.** This subgrant may be terminated at any time upon mutual written consent or by either party for any reason upon submission of written notice to the other party at least Thirty (30) days prior to the effective date of termination. DHHS may also terminate this subgrant in accord with the provisions designated "FUNDING AVAILABILITY" and "BREACH OF SUBGRANT." In the event either party terminates this subgrant, the Subrecipient shall provide to DHHS all work in progress, work completed, and materials provided by DHHS in connection with this subgrant immediately.

### **II. AMOUNT OF SUBGRANT**

- A. **TOTAL SUBGRANT.** DHHS shall pay the Contractor a total amount not to exceed \$30,000.00 (THIRTY THOUSAND DOLLARS) for the services specified herein.
- B. **PAYMENT STRUCTURE.** Payment shall be structured as follows: A payment in the amount of \$30,000.00 will be made upon the receipt of the signed sub-grant and submission of a billing statement.
- C. **BUDGET CHANGES.** The Subrecipient is permitted to reassign funds from one line item to another line item within the approved budget. If funds are reassigned between line items,

prior approval from DHHS is required for cumulative budget transfer requests for allowable costs, allocable to the subgrant exceeding five percent (5%) of the current total approved budget. Budget revision requests shall be submitted in writing to DHHS. DHHS will provide written notification of approval or disapproval of the request within thirty (30) days of its receipt.

### **III. STATEMENT OF WORK**

- A. The Subrecipient shall: Complete the Child Well Being assessment and planning process, begin implementation of the strategic plan, and begin or continue evaluation. This will include:
1. Integration of the Child Well Being Initiative into a collaborative infrastructure for system and performance accountability. This includes, but is not limited to, leadership oversight and community participation.
  2. Active partnership with Nebraska Children and Families Foundation (NCFF) staff and consultants to complete and/or update assessments, identify priorities, and develop or refine a preliminary plan for each of the four main areas of the Initiative: collaborative capacity, prevention system, parent child interaction, and community context. This partnership includes use of evidence based assessment and planning processes as well as evidence based implementation strategies for each area.
  3. Participation in strategic capacity building and other training opportunities provided by NCFF and/or as agreed upon with NCFF staff and consultant team to increase outcome accountability.
  4. Active partnership with NCFF staff and consultants to develop a plan for implementation that integrates priorities across the four main areas of the Initiative.
  5. Work with the local evaluator(s) and state evaluators to use the Kansas University Community Toolbox Online Documentation and Support System (ODSS) for evaluation.
  6. Work with the local evaluator(s) and state evaluators to use additional evaluation tools to be identified for the emerging implementation plan.
  7. Begin implementation of integrated plans that have been completed and approved by the community collaboration and NCFF staff and consultant team.
- A. DHHS shall:
1. Reporting: monitor programmatic and financial progress reports including annual and final reports.
  2. Monitor the grant to identify potential problems and areas where technical assistance might be necessary, through review of reports and correspondence.
  3. Monitor expenditures.
  4. Respond to prior-approval requests and review financial reports.

### **IV. GENERAL TERMS AND ASSURANCES**

- A. ACCESS TO RECORDS AND AUDIT RESPONSIBILITIES.
1. All Subrecipient books, records, and documents regardless of physical form, including data maintained in computer files or on magnetic, optical or other media, relating to work performed or monies received under this subgrant shall be subject to audit at any reasonable time upon the provision of reasonable notice by DHHS. Subrecipient shall maintain all records for three (3) years from the date of final payment, except records that fall under the provisions of the Health Insurance Portability and Accountability Act (HIPAA) shall be maintained for six (6) full years from the date of final payment. In addition to the foregoing retention periods, all records shall be maintained until all issues

related to an audit, litigation or other action are resolved to the satisfaction of DHHS. The Subrecipient shall maintain its accounting records in accordance with generally accepted accounting principles. DHHS reserves and hereby exercises the right to require the Subrecipient to submit required financial reports on the accrual basis of accounting. If the Subrecipient's records are not normally kept on the accrual basis, the Subrecipient is not required to convert its accounting system but shall develop and submit in a timely manner such accrual information through an analysis of the documentation on hand (such as accounts payable).

2. The Subrecipient shall provide DHHS any and all written communications received by the Subrecipient from an auditor related to Subrecipient's internal control over financial reporting requirements and communication with those charged with governance including those in compliance with or related to Statement of Auditing Standards (SAS) 112 *Communicating Internal Control related Matters Identified in an Audit* and SAS 114 *The Auditor's Communication with Those Charged With Governance*. The Subrecipient agrees to provide DHHS with a copy of all such written communications immediately upon receipt or instruct any auditor it employs to deliver copies of such written communications to DHHS at the same time copies are delivered to the Subrecipient, in which case the Subrecipient agrees to verify that DHHS has received a copy.
  3. The subrecipient shall immediately commence follow-up action on findings arising from audits or other forms of review. Follow-up action includes responding to those conducting such examinations with clear, complete views concerning the accuracy and appropriateness of the findings. If the finding is accepted, corrective action, such as repaying disallowed costs, making financial adjustments, or taking other actions should proceed and be completed as rapidly as possible. If the subrecipient disagrees, it should provide an explanation and specific reasons that demonstrate that the finding is not valid.
  4. In addition to, and in no way in limitation of any obligation in this subgrant, the Subrecipient shall be liable for audit exceptions, and shall return to DHHS all payments made under this subgrant for which an exception has been taken or which has been disallowed because of such an exception, upon demand from DHHS.
- B. AMENDMENT. This subgrant may be modified only by written amendment executed by both parties. No alteration or variation of the terms and conditions of this subgrant shall be valid unless made in writing and signed by the parties.
- C. ANTI-DISCRIMINATION. The Subrecipient shall comply with all applicable local, state and federal statutes and regulations regarding civil rights and equal opportunity employment, including Title VI of the Civil Rights Act of 1964; the Rehabilitation Act of 1973, Public Law 93-112; the Americans with Disabilities Act of 1990, Public Law 101-336; and the Nebraska Fair Employment Practice Act, NEB. REV. STAT. §§ 48-1101 to 48-1125. Violation of said statutes and regulations will constitute a material breach of this subgrant. The Subrecipient shall insert this provision into all subgrants and subcontracts.
- D. ASSIGNMENT. The Subrecipient shall not assign or transfer any interest, rights, or duties under this subgrant to any person, firm, or corporation without prior written consent of DHHS. In the absence of such written consent, any assignment or attempt to assign shall constitute a breach of this subgrant.
- E. ASSURANCE. If DHHS, in good faith, has reason to believe that the Subrecipient does not intend to, is unable to, has refused to, or discontinues performing material obligations under

this subgrant, DHHS may demand in writing that the Subrecipient give a written assurance of intent to perform. Failure by the Subrecipient to provide written assurance within the number of days specified in the demand may, at DHHS's option, be the basis for terminating this subgrant.

- F. BREACH OF SUBGRANT. DHHS may immediately terminate this subgrant and agreement, in whole or in part, if the Subrecipient fails to perform its obligations under the subgrant in a timely and proper manner. DHHS may withhold payments and provide a written notice of default to the Subrecipient, allow the Subrecipient to correct a failure or breach of subgrant within a period of thirty (30) days or longer at DHHS's discretion considering the gravity and nature of the default. Said notice shall be delivered by Certified Mail, Return Receipt Requested or in person with proof of delivery. Allowing the Subrecipient time to correct a failure or breach of this subgrant does not waive DHHS's right to immediately terminate the subgrant for the same or different subgrant breach which may occur at a different time. DHHS may, at its discretion, obtain any services required to complete this subgrant and hold the Subrecipient liable for any excess cost caused by Subrecipient's default. This provision shall not preclude the pursuit of other remedies for breach of subgrant as allowed by law.
- G. CONFIDENTIALITY. Any and all confidential or proprietary information gathered in the performance of this subgrant, either independently or through DHHS, shall be held in the strictest confidence and shall be released to no one other than DHHS without the prior written authorization of DHHS, provided that contrary subgrant provisions set forth herein shall be deemed to be authorized exceptions to this general confidentiality provision. As required by United States Department of Health and Human Services (hereinafter "HHS") appropriations acts, all HHS recipients and DHHS Subrecipients must acknowledge Federal and DHHS funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal and DHHS funds. Recipients are required to state: (1) the percentage and dollar amounts of the total program or project costs financed with Federal and DHHS funds; and (2) the percentage and dollar amount of the total costs financed by nongovernmental sources. This provision shall survive termination of this subgrant.
- H. CONFLICTS OF INTEREST. In the performance of this subgrant, the Subrecipient shall avoid all conflicts of interest and all appearances of conflicts of interest. The Subrecipient shall immediately notify DHHS of any such instances encountered, so that other arrangements can be made to complete the work.
- I. DATA OWNERSHIP AND COPYRIGHT. Except as otherwise provided in the Federal Notice of Award, DHHS shall own the rights in data resulting from this project or program. The Subrecipient may copyright any of the copyrightable material and may patent any of the patentable products produced in conjunction with the performance required under this subgrant without written consent from DHHS. DHHS and any federal granting authority hereby reserve a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the copyrightable material for federal or state government purposes. This provision shall survive termination of this subgrant.
- J. DEBARMENT, SUSPENSION OR DECLARED INELIGIBLE. The Subrecipient certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- K. DOCUMENTS INCORPORATED BY REFERENCE. All references in this subgrant to laws, rules, regulations, guidelines, directives, and attachments which set forth standards and

procedures to be followed by the Subrecipient in discharging its obligations under this subgrant shall be deemed incorporated by reference and made a part of this subgrant with the same force and effect as if set forth in full text, herein.

- L. DRUG-FREE WORKPLACE. Subrecipient agrees, in accordance with 41 USC §701 et al., to maintain a drug-free workplace by: (1) publishing a drug-free workplace statement; (2) establishing a drug-free awareness program; (3) taking actions concerning employees who are convicted of violating drug statutes in the workplace; and (4) in accordance with 2 CFR §180.230, identify all workplaces under its federal awards.
- M. FEDERAL FINANCIAL ASSISTANCE. The Subrecipient shall comply with all applicable provisions of 45 C.F.R. §§ 87.1-87.2. The Subrecipient certifies that it shall not use direct federal financial assistance to engage in inherently religious activities, such as worship, religious instruction, and/or proselytization.
- N. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT REPORTING. The Subrecipient shall complete the Subrecipient Reporting Worksheet, Attachment 2, sections B and C. The Subrecipient certifies the information is complete, true and accurate.
- O. FORCE MAJEURE. Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under this subgrant due to a natural disaster, or other similar event outside the control and not the fault of the affected party ("Force Majeure Event"). A Force Majeure Event shall not constitute a breach of this subgrant. The party so affected shall immediately give notice to the other party of the Force Majeure Event. Upon such notice, all obligations of the affected party under this subgrant which are reasonably related to the Force Majeure Event shall be suspended, and the affected party shall do everything reasonably necessary to resume performance as soon as possible. Labor disputes with the impacted party's own employees will not be considered a Force Majeure Event and will not suspend performance requirements under this subgrant.
- P. FUNDING AVAILABILITY. DHHS may terminate the subgrant, in whole or in part, in the event funding is no longer available. Should funds not be appropriated, DHHS may terminate the award with respect to those payments for the fiscal years for which such funds are not appropriated. DHHS shall give the Subrecipient written notice thirty (30) days prior to the effective date of any termination. The Subrecipient shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event, shall the Subrecipient be paid for a loss of anticipated profit.
- Q. GRANT CLOSE-OUT. Upon completion or notice of termination of this grant, the following procedures shall apply for close-out of the subgrant:
  - 1. The Subrecipient will not incur new obligations after the termination or completion of the subgrant, and shall cancel as many outstanding obligations as possible. DHHS shall give full credit to Subrecipient for the federal share of non-cancelable obligations properly incurred by Subrecipient prior to termination, and costs incurred on, or prior to, the termination or completion date.
  - 2. Subrecipient shall immediately return to DHHS any unobligated balance of cash advanced or shall manage such balance in accordance with DHHS instructions.
  - 3. Within a maximum of 90 days following the date of expiration or completion, Subrecipient shall submit all financial, performance, and related reports required by the

Subrecipient Reporting Requirements. DHHS reserves the right to extend the due date for any report and may waive, in writing, any report it considers to be unnecessary.

4. DHHS shall make any necessary adjustments upward or downward in the federal share of costs.
  5. The Subrecipient shall assist and cooperate in the orderly transition and transfer of subgrant activities and operations with the objective of preventing disruption of services.
  6. Close-out of this subgrant shall not affect the retention period for, or state or federal rights of access to, Subrecipient records, or Subrecipient's responsibilities regarding property or with respect to any program income for which Subrecipient is still accountable under this subgrant. If no final audit is conducted prior to close-out, DHHS reserves the right to disallow and recover an appropriate amount after fully considering any recommended disallowances resulting from an audit which may be conducted at a later time.
- R. GOVERNING LAW. The award shall be governed in all respects by the laws and statutes of the State of Nebraska. Any legal proceedings against DHHS or the State of Nebraska regarding this award shall be brought in Nebraska administrative or judicial forums as defined by Nebraska State law. The Subrecipient shall comply with all Nebraska statutory and regulatory law.
- S. HOLD HARMLESS.
1. The Subrecipient shall defend, indemnify, hold, and save harmless the State of Nebraska and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses ("the claims"), sustained or asserted against the State of Nebraska, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the Subrecipient, its employees, consultants, representatives, and agents, except to the extent such Subrecipient's liability is attenuated by any action of the State of Nebraska which directly and proximately contributed to the claims.
  2. DHHS's liability is limited to the extent provided by the Nebraska Tort Claims Act, the Nebraska Award Claims Act, the Nebraska Miscellaneous Claims Act, and any other applicable provisions of law. DHHS does not assume liability for the action of its Subrecipients.
- T. INDEPENDENT ENTITY. The Subrecipient is an Independent Entity and neither it nor any of its employees shall, for any purpose, be deemed employees of DHHS. The Subrecipient shall employ and direct such personnel, as it requires, to perform its obligations under this subgrant, exercise full authority over its personnel, and comply with all workers' compensation, employer's liability and other federal, state, county, and municipal laws, ordinances, rules and regulations required of an employer providing services as contemplated by this subgrant.
- U. REIMBURSEMENT REQUEST. Requests for payments submitted by the Subrecipient shall contain sufficient detail to support payment. Any terms and conditions included in the Subrecipient's request shall be deemed to be solely for the convenience of the parties.

V. INTEGRATION. This written subgrant represents the entire agreement between the parties, and any prior or contemporaneous representations, promises, or statements by the parties, that are not incorporated herein, shall not serve to vary or contradict the terms set forth in this subgrant.

W. LOBBYING.

1. Subrecipient certifies that no Federal appropriated funds shall be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this award for: (a) the awarding of any Federal agreement; (b) the making of any Federal grant; (c) the entering into of any cooperative agreement; and (d) the extension, continuation, renewal, amendment, or modification of any Federal agreement, grant, loan, or cooperative agreement.
2. If any funds, other than Federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence: an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this subgrant, the Subrecipient shall complete and submit Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

X. NEBRASKA NONRESIDENT INCOME TAX WITHHOLDING. Subrecipient acknowledges that Nebraska law requires DHHS to withhold Nebraska income tax if payments for personal services are made in excess of six hundred dollars (\$600) to any Subrecipient who is not domiciled in Nebraska or has not maintained a permanent place of business or residence in Nebraska for a period of at least six months. This provision applies to: individuals; to a corporation, if 80% or more of the voting stock of the corporation is held by the shareholders who are performing personal services, and to a partnership or limited liability company, if 80% or more of the capital interest or profits interest of the partnership or limited liability company is held by the partners or members who are performing personal services.

The parties agree, when applicable, to properly complete the Nebraska Department of Revenue Nebraska Withholding Certificate for Nonresident Individuals Form W-4NA or its successor. The form is available at:

[http://www.revenue.ne.gov/tax/current/f\\_w-4na.pdf](http://www.revenue.ne.gov/tax/current/f_w-4na.pdf) or  
[http://www.revenue.ne.gov/tax/current/fill-in/f\\_w-4na.pdf](http://www.revenue.ne.gov/tax/current/fill-in/f_w-4na.pdf)

Y. NEBRASKA TECHNOLOGY ACCESS STANDARDS. The Subrecipient shall review the Nebraska Technology Access Standards, found at <http://www.nitc.state.ne.us/standards/accessibility/tacfinal.html> and ensure that products and/or services provided under the subgrant comply with the applicable standards. In the event such standards change during the Subrecipient's performance, the State may create an amendment to the subgrant to request that Subrecipient comply with the changed standard at a cost mutually acceptable to the parties.

Z. NEW EMPLOYEE WORK ELIGIBILITY STATUS. The Subrecipient shall use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. § 1324a, known as the E-Verify Program, or an equivalent federal program

designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

If the Subrecipient is an individual or sole proprietorship, the following applies:

1. The Subrecipient must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at [www.das.state.ne.us](http://www.das.state.ne.us).
2. If the Subrecipient indicates on such attestation form that he or she is a qualified alien, the Subrecipient agrees to provide the U.S. Citizenship and Immigration Services documentation required to verify the Subrecipient's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Subrecipient understands and agrees that lawful presence in the United States is required and the Subrecipient may be disqualified or the subgrant terminated if such lawful presence cannot be verified as required by NEB. REV. STAT. § 4-108.

- AA. PUBLICATIONS. Subrecipient agrees that all publications that result from work under this subgrant will acknowledge that the project was supported by "Grant No. XXXX" under a subgrant from "Federal Agency" and DHHS.
- BB. PROGRAMMATIC CHANGES. The Subrecipient shall request in writing to DHHS for approval of programmatic changes. DHHS shall approve or disapprove in whole or in part in writing within thirty (30) days of receipt of such request.
- CC. PROMPT PAYMENT. Payment shall be made in conjunction with the State of Nebraska Prompt Payment Act, NEB. REV. STAT. §§ 81-2401 through 81-2408. Unless otherwise provided herein, payment shall be made by electronic means.

Automated Clearing House (ACH) Enrollment Form Requirements for Payment.

The Subrecipient shall complete and sign the State of Nebraska ACH Enrollment Form and obtain the necessary information and signatures from their financial institution. The completed form must be submitted before payments to the Subrecipient can be made. Download ACH Form:

[http://www.das.state.ne.us/accounting/nis/address\\_book\\_info.htm](http://www.das.state.ne.us/accounting/nis/address_book_info.htm)

- DD. PUBLIC COUNSEL. In the event Subrecipient provides health and human services to individuals on behalf of DHHS under the terms of this award, Subrecipient shall submit to the jurisdiction of the Public Counsel under NEB. REV. STAT. §§ 81-8,240 through 81-8,254 with respect to the provision of services under this subgrant. This clause shall not apply to subgrants between DHHS and long-term care facilities subject to the jurisdiction of the state long-term care ombudsman pursuant to the Long-Term Care Ombudsman Act.
- EE. RESEARCH. The Subrecipient shall not engage in research utilizing the information obtained through the performance of this subgrant without the express written consent of DHHS. The term "research" shall mean the investigation, analysis, or review of information, other than aggregate statistical information, which is used for purposes unconnected with this subgrant.
- FF. SEVERABILITY. If any term or condition of this subgrant is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this subgrant did not contain the particular provision held to be invalid.

GG. SMOKE FREE. Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable Federal funds in Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. By signing, the Subrecipient certifies that the Subrecipient will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

HH. SUBRECIPIENTS OR SUBCONTRACTORS. The Subrecipient shall not subgrant or subcontract any portion of this award without prior written consent of DHHS. The Subrecipient shall ensure that all subcontractors and subrecipients comply with all requirements of this subgrant and applicable federal, state, county and municipal laws, ordinances, rules and regulations.

II. TIME IS OF THE ESSENCE. Time is of the essence in this subgrant. The acceptance of late performance with or without objection or reservation by DHHS shall not waive any rights of DHHS nor constitute a waiver of the requirement of timely performance of any obligations on the part of the Subrecipient remaining.

NOTICES. Notices shall be in writing and shall be effective upon receipt. Written notices, including all reports and other written communications required by this subgrant shall be sent to the following addresses:

FOR DHHS:

Shirley Pickens White  
Ne Dept of Health and Human Services  
PO Box 95026  
Lincoln, NE 68509  
402-471-9196

FOR SUBRECIPIENT:

Joni Kuzma  
City of Grand Island  
PO Box 1968  
Grand Island, NE 68802

**IN WITNESS THEREOF**, the parties have duly executed this subgrant hereto, and each party acknowledges the receipt of a duly executed copy of this subgrant with original signatures.

FOR DHHS:

\_\_\_\_\_  
Edward Matney  
Policy Section Administrator  
Department of Health and Human Services  
Division of Children and Family Services

FOR SUBRECIPIENT:

\_\_\_\_\_  
Jay Vavricek  
Mayor  
City of Grand Island

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

RESOLUTION 2011-154

WHEREAS, the Nebraska Department of Health and Human Services Division of Children and Family Services Child Welfare Unit has awarded a \$30,000 grant to the City of Grand Island; and

WHEREAS, the purpose of the grant is the implementation of the Child Well-Being Strategic Plan created and carried out by the Coalition for Children;

WHEREAS, Grand Island was selected as one of five pilot communities for this work based on statewide data about child abuse and neglect and related needs, as well as community capacity to address the needs and carry out the terms of the grant; and

WHEREAS, the Coalition for Children will work with Community Development to carry out the scope of work as outlined in the agreement between June 1, 2011 and June 30, 2012; and

WHEREAS, the City of Grand Island will serve as fiscal agent for the grant; and

WHEREAS, a prevention subgrant contract has been received by the City and must be signed by the Mayor to accept the grant award.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the agreement with the Nebraska Department of Health and Human Services Division of Children and Family Services Child Welfare Unit is approved and that the Mayor is hereby authorized and directed to execute any related documents on behalf of the City of Grand Island for such grant program.

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Adopted by the City Council of the City of Grand Island, Nebraska, June 28, 2011.

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Jay Vavricek, Mayor

Attest:

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RaNae Edwards, City Clerk

Approved as to Form	☐ _____
June 22, 2011	☐ City Attorney



# City of Grand Island

Tuesday, June 28, 2011

Council Session

## Item G11

**#2011-155 - Approving Award Amendment #2 for Engineering Services for Aeration Basin Improvements at the Wastewater Treatment Plant**

Staff Contact: John Collins, Public Works Director

# **Council Agenda Memo**

**From:** John Collins, Public Works Director

**Meeting:** June 28, 2011

**Subject:** Approving Award Amendment Number 2 for Engineering Services for Aeration Basin Improvements at the Wastewater Treatment Plant

**Item #'s:** G-11

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

## **Background**

The Aeration Basin constructed in a 1995 plant improvement project included the addition of four (4) aeration basins, a recycle channel, a blower building, and three (3) spiral lift pumps.

On August 5, 2009, the City of Grand Island invited proposals for engineering services for Aeration Basin Improvements at the Wastewater Treatment Plant and on September 1, 2009 proposals were received, reviewed and evaluated in accordance with established criteria. Black & Veatch Corporation of Kansas City, Missouri submitted a proposal in accordance with the terms of the Request for Proposals with a maximum amount of \$384,000.00 which the City Council approved on October 13, 2009.

On August 24, 2010, the City Council approved Amendment Number 1 to the agreement for consulting services on the Aeration Basin Project. Amendment Number 1 included blower capacity evaluations and design memorandum resubmittal to the NDEQ based on JBS's construction of expanded industrial waste treatment facilities, inclusion of mixer capacity in ongoing improvements in nitrate treatment, allowance for alternate blower manufactures to the bidding documents, and the addition of standard operation procedure manual, bidding phase services, construction phase services, resident inspection, start-up warranty commissioning to the scope of work. Amendment Number 1 added \$611,000.00 in consulting services for a maximum not to exceed amount of \$995,000.00.

On February 24, 2011, a mechanical gearbox bearing failure on Spiral Lift Pump No. 3 resulted in damage to the gearbox housing, including associated mechanical drive couplings, and structural anchor bolts.

On March 16, 2011, the wastewater staff presented to administration replacement and alternate pumping options.

On May 3, 2011, proposals were received by consulting firms Black & Veatch of Kansas City Missouri, and HDR Engineering of Omaha Nebraska to evaluate options to repair, replace, or use an alternative pumping option.

On May 12, 2011, a workshop was concluded with Black & Veatch of Kansas City, Missouri to overview planning with staff and administration.

On May 31, 2011, at a cost of \$7,200.00 Black & Veatch of Kansas City Missouri prepared a technical memorandum titled "Screw Pump Replacement Evaluation". In this evaluation, consideration was given to future hydraulic capacity, replacement options, constructability, construction costs, energy consumption, and overall life cycle costs. The recommendation was to repair the existing spiral lift pump and provide similar repair in others for a continued useful life cycle of ten (10) to twenty (20) years. At the end of the life cycle, it was recommended that the present spiral life pumps be replaced with smaller units of the same type.

## **Discussion**

Amendment Number 2 to the Agreement for consulting services on the Aeration Basin Project shall provide consulting engineering services required to repair the existing spiral lift pumps. The scope of work shall include:

- a. Finalize scope of repair and prepare technical documents.
- b. Conduct structural inspections and preform design.
- c. Prepare conceptual internal recycle layout design.
- d. Prepare construction change order documents.
- e. Construction phase services.
- f. Project administration and management.

The City staff and administration has negotiated the services at \$ 35,770.25 being fair and reasonable for the scope of work listed. These costs are available within the current contract maximum not to exceed as a result of previous tasks being completed under the allowable billing limits, therefore, no increase in the contract amount is required to implement this amendment.

The City staff and administration recommends procurement allowance for the Spiral Lift Pump Repair Improvement Project to be negotiated with Oakview dck Construction, the onsite contractor for the Aeration Basin Improvement Project, and be implemented as a change order once costs have been submitted and approved by the Council.

## **Alternatives**

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

1. Move to approve a resolution awarding the bid and authorizing the Mayor to execute Amendment Number 2 with Black and Veatch of Kansas City, Missouri.
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 that the Council approve Amendment Number 2 to the professional services agreement with Black & Veatch for the consulting engineering services on the Aeration Basin Project.

### **Sample Motion**

Move to approve Amendment Number 2 with Black & Veatch for engineering services associated with the repair and rehabilitation of the existing spiral lift pumps.

**TECHNICAL MEMORANDUM – Screw Pump Replacement Evaluation**

Grand Island, Nebraska  
Wastewater Treatment Plant

B&V Project 163132.0358  
B&V File B-1.1  
June 22, 2011

To: John Henderson, City of Grand Island

From: Gary Schnettgoecke and Ted Stolinski, Black & Veatch

**1. Project Description**

The Grand Island Wastewater Treatment Plant uses Archimedes type screw pumps to lift water from the Primary Clarifiers to the Aeration Basins. The pumps are located in a facility referred to as the Mixed Liquor Pump Station. Currently, the basins re-circulate effluent (i.e., mixed liquor) back to the front of the screw pumps using an external channel. The pump station is equipped with three screw pumps with space for a fourth. Currently Screw Pump No. 3 is out of service because of a gearbox and bearing failure. The purpose of this evaluation is to investigate whether to repair the existing pump or replace the pump with a pump(s) of another type. In addition, possible future modifications to implement internal aeration basin recycle flow needs to be considered when repairing or replacing the equipment as flows would be significantly reduced to the Mixed Liquor Pump Station.

**2. Background**

The existing screw pumps were manufactured by Zimpro and installed in 1995. The pumping units are 84-inch diameter open type screws with an effective lift of approximately 12 feet from the operating wetwell level to the spill point of the screw pump channel. Each screw pump is rated for 33 mgd for an installed capacity of 99 mgd and a firm capacity of 66 mgd.

Currently, mixed liquor recycle rates are as high as 300 percent. The existing screw pumps therefore pump a combination of primary clarifier effluent and recycle flow. In the future, the aeration basins may be converted to internal recycle and the screw pump station inflow will be significantly reduced.

Current and future hydraulic loading to the plant and to the screw pumps, with external recycle in the basins, are indicated in Table 1.

<b>Table 1 - Hydraulic Loading with External Recycle in Basins (Note 1)</b>				
	To Plant		To Screw Pumps	
	Current	2029 Projected	Current	2029 Projected
Minimum Flow, mgd	5.0 (Note 2)	NA	20.0 (Notes 2,4)	NA
Avg. Daily Flow, mgd	11.4 (Note 3)	16.0 (Note 3)	45.6 (Note 4)	64.0 (Note 4)
Peak Hour Flow, mgd	35.0 (Note 3)	39.5 (Note 3)	66.0 (Note 5)	66.0 (Note 5)
1. Includes flow from JBS (approx 3 mgd) 2. Estimated from data provided by City May 2011 3. Taken from the Final Design Report, Primary Clarifier Mechanism Replacement project, prepared by Black & Veatch August 4, 2009, Tables 2-2 (2009 Projected Flows) and 2-3 (2029 Projected Flows) 4. Equals flow to plant plus external recycle flow in the basins (3 times plant flow). 5. Recycle is not implemented during peak flows. Flow shown is the firm capacity of the existing screw pumps				

The hydraulic loading to the screw pumps, if internal recycle in the basins is implemented in the future, would essentially be the same as those flows to the plant as indicated in Table 1.

The existing broken screw pump could be repaired to restore the current firm capacity of 66 mgd or could be replaced with two alternative type pumps (utilizing the empty bay) for a total capacity of 30 mgd and a firm capacity of 63 mgd. In the future, the two existing screw pumps could be replaced with pumps rated for 15 mgd for a total firm capacity of 45 mgd and an installed capacity of 60 mgd to meet the hydraulic requirements for future internal recycle in the basins. Larger pumps could be installed if internal recycle was not implemented to meet future flows noted in Table 1. For this evaluation, 15 mgd pumps will be used.

### **3. Discussion of Preliminary Repair/Replacement Options**

The existing screw pumps have been operational for approximately 16 years. Normal operation is to run two screw pumps 24 hours per day, 7 days a week. Pumps are rotated monthly. Screw pumps by nature are variable capacity pumps and two pumps can handle the diurnal flow without a problem. Relatively speaking, for the short lift, these are low stressed units and should have a useful service life of 30 years or more. Per discussion with the City, the screws themselves are in good condition and have presented no problems. The gear boxes of the existing units have back-stops to prevent reverse rotation when the pumps are shut down. The back-stops are externally mounted on the gear boxes. The back-stops are problematic as the oil cannot be changed. The original pumps were installed with units where the oil could be changed. The City is currently getting about 3

month's life out of the back-stops. Back-stop repair is estimated to be \$3,000 for each failure as reported by the City. Externally mounted back-stops are more susceptible to failure than internal back-stops. On many gear reducers, the back-stop can be converted from externally mounted to internally mounted which would improve the life of the back-stops. Consideration will be given to modifying the existing gear boxes.

There are several options to be investigated:

1. Repair the existing broken 84-inch screw pump. Pump station will be over-rated in the future if internal recycle is implemented, but the screw pumps are capable of handling the reduced flow.
2. Replace the broken 84-inch screw pump with a smaller screw pump rated for 15 mgd. Install a second smaller screw pump in the adjacent empty bay.
3. Replace the broken 84-inch screw pump with a smaller enclosed screw pump rated for 15 mgd. Install a second smaller screw pump in the adjacent empty bay.
4. Install a 15 mgd submersible wastewater pump in the bay of the broken screw pump and install a second pump in the adjacent empty bay.
5. Install a 15 mgd vertical turbine solids handling (VTSH) pump in the bay of the broken screw pump and install a second pump in the adjacent empty bay.

For Options 2 through 5, the remaining two 84-inch screw pumps would be replaced as they wear out, 10 to 20 years from now.

### **3.1. Option 1 – Repair Existing Screw Pumps**

When the existing screw pump broke, an internal bearing failure in the gear box resulted in damaging the gearbox and shearing off the upper screw pump bearing from the concrete base. Bolts were sheared off below the level of the concrete, but no concrete damage is evident. To restore the screw pump to active service would require repair or replacement of the existing gear box and new anchor bolts and baseplate for the screw pump upper bearing.

Three screw pumps of common design would keep operation of the pump station simple with limited or no process controls and a continuation of the current practice of leaving two pumps running. In the future if internal recycle flow is implemented, one pump could be base loaded most of the time and a second pump started only during wet weather. The only major problem with the existing screw pumps is the back-stop. If these problems could be resolved, the existing screw pumps could provide many more years of suitable service.

### **3.2. Option 2 – Replace with Smaller Open Screw Pumps**

The existing screw pump could be removed and replaced in its entirety with a new open screw pump design rated for 15 mgd. A second pump would be provided in the empty bay and the pump station firm pumping capacity would be 63 mgd. When the existing pumps are no longer viable they can be replaced with similar pumps for a firm capacity of 45 mgd.

The diameter of the new screw pumps would be 66 inches. New smaller motors and gearboxes would be provided. New units would be specified with improved back-stop and couplings to minimize the current maintenance requirements. Since the new screws are smaller diameter, the screw troughs would need to be re-shaped for the smaller diameter. Efficiency and operating cost would be similar to the existing pumps.

### **3.3. Option 3 – Replace with Smaller Enclosed Screw Pumps**

Enclosed screw pumps have the torque tube on the outside and instead of a submerged journal bearing at the bottom of the screw, they are provided with a large bearing ring around the torque tube with trunion supports.

The trunion supports must be kept dry and out of the water. Because of the short setting of the pump, location of the lower bearing and trunion is much higher than normal and would have to be a special design.

The enclosed screw pump is optimal at a 45 degree installation. However the existing screw trough is 30 degrees. This makes the screw much longer than normal for this capacity and lift.

### **3.4. Option 4 - Replace with Submersible Wastewater Pumps**

Submersible wastewater pumps are common in the industry and in many cases can be an economical alternative to screw pumps. Because of the low head of this application and the high flow (15 mgd), there was limited selection available. Pumping units that met this hydraulic conditions were either too large to fit in the existing wetwell or were operating to the extreme right of the pump curve at low efficiency. Equipment cost is the lowest for this type, so this option was pursued even though it is not the most energy efficient type. Pumping units are proposed to be of the removable type with guiderails. However since each pump can be isolated in each wetwell, the pump could be skid mounted and anchored to the floor.

The operating level of the existing wetwells with the screw pumps is approximately 4.75 feet. The minimum submergence to prevent vortexing is approximately 4 feet. This is insufficient operating range to control the pumps in parallel with the existing screw pumps. In order to be a viable option, the existing wetwell needs to be deepened to provide an additional 18 inches of operating depth. Because of the size of the units, the deepened area will consume most of the floor of the wetwell and would pose structural challenges for construction.

Submersible pumps are frequently used in wastewater, but because they have non-pressurized seals between the pump and motor and are exposed to corrosion both inside and out, they have a relatively short pumping unit life. While a screw pump could be expected to have a service life of 30 years, the expected service life of a submersible pump is only 7 to 10 years.

Pumping units are relatively large for the wetwell and will not meet the hydraulic institute standards for wetwell design. However entrance velocities are low and the pump is confined within its own pump bay. With proper baffling, the pumps should perform acceptably.

### **3.5. Option 5 – Replace with Vertical Turbine Solids Handling Pumps**

These units are built by Fairbanks Morse and would be a sole-source procurement. They are essentially a non-clog style waste water impeller built into a modified vertical turbine water pump arrangement. They are designed specifically for wastewater and have a long dependable service life. For this application where the dynamics are low, a service life of 30 years is not unreasonable.

These pumps also have problems with submergence and would require the existing wetwell floor to be deepened. Because the footprint of the pump is relatively small compared to a submersible pump, adequate submergence can be provided by sinking a 48-inch diameter hole into the existing wetwell floor. The pumps would be supported by a new platform built on the walls. Floor modifications for this option are less complex and more easily constructed than the submersible pump option.

## **4. Constructability**

This section covers the constructability issues for each of the options.

Option 1 – Repair Existing Screw Pumps. This option would require the replacement of the existing bearing base plate with a new bearing plate large enough to allow new holes to be cored through the existing concrete bearing support. A new second plate would be placed on the underside of the concrete support and bolted at both plates. This would allow easier replacement of the bolts if they happened to fail again. Adding the plate on the underside of the concrete support will require some sort of temporary work surface as the channel below this area will be full of water during construction. Assessment of the location of the existing concrete reinforcing should be performed to prevent coring through the existing reinforcing and compromising the strength of the slab.

Option 2 – Replace with Smaller Open Screw Pumps. This option will require the same bearing base plate replacement as with Option 1 but will also require the demolition and removal of the existing screw pump. In addition, the smaller screw diameter will require additional grouting to match the new diameter.

Option 3 – Replace with Smaller Enclosed Screw Pumps. This option will require the same bearing base plate replacement as with Option 1 but will also require the demolition and removal to the existing screw pump. In addition, the bays and wetwell area will require significant modifications to accommodate the angle of the screw pump (38 or 40 degrees) and trunion supports. The current installation is 30 degrees.

Option 4 - Replace with Submersible Wastewater Pumps. This option will require the demolition and removal of the existing screw pump. Because the submersible pump needs additional submergence, a 7 foot by 8 foot opening will need to be cut through the existing bottom slab near the base of the existing screw pump. The large size may be difficult to accommodate structurally as the opening will take up most of the space from wall to wall. The area will need to be dewatered to be able to cut through the bottom slab. The submersible pumps will require a walkway from pump bay wall to pump bay wall.

Option 5 – Replace with Vertical Turbine Solids Handling Pumps. This option will require the demolition and removal of the existing screw pump. The vertical pumps will require additional submergence. This could be provided by cutting a circular hole in the bottom of the pump bay slab and inserting a steel can approximately 8 feet below the bottom slab. The area will have to be dewatered to install the can. A steel casing may be needed to excavate in the sand underneath the bottom slab. The ability to adequately dewater to the required elevation without damage to existing structures must be determined before proceeding with this option. The vertical pumps will require a concrete beam and slab support be constructed from pump bay wall to pump bay wall.

## **5. Estimated Operating Costs for Preliminary Options**

Each option was evaluated to determine its energy consumption. A summary of the energy consumption is shown in Tables 2 and 3 for Average Daily and Peak Flow conditions, respectively (tables included at the end of this memorandum).

Screw pumps (whether open or enclosed) are variable capacity pumps and the pumping capacity is related to the depth of water in the wetwell. To evaluate the power required, wetwell operating depth was selected based on the pumping rate of the unit at the selected design condition. The discharge of the screw pumps is over the invert of the screw channel top. In addition, the screw pump has to lift the water higher than this invert. This is shown as a loss in the tables.

The submersible pumps and VTSH pumps require maximum amount of submergence. For this evaluation, the pumps were considered to operate in parallel with existing screw pumps. The existing screw pumps operating level was selected as the design wetwell for the pump. In the future should the existing screw pumps be replaced, the design wetwell level because of submergence issues will still basically be the same. Since both the submersible and VTSH pumps are located in the wetwell, 24-inch diameter pipe is required to convey the water up the trough into the discharge flume. The hydraulic losses associated with this pipe are accounted for. For purposes of this evaluation, it is assumed there are no valves and the water discharges freely into the flume. A drop pipe can be provided to minimize turbulence and aeration. With the addition of a check valve, it might be possible to discharge below the flume operating level and utilize a siphon to recover some energy.

Budgetary quotes for an enclosed screw pump were 2 to 3 times that of an open screw pump. Although the motor input power (in kW) for an enclosed screw pump is the lowest of all the pump types, its capital cost and angle of installation does not make this type of pump an attractive option for this application. Of the three other options, the VTSH pump requires the least kW to operate. This is primarily because there is an efficient pump selection that fits this application. The submersible pumps require the most energy primarily because there isn't a good selection at the required flow and head.

A summary of the motor input power and yearly power cost at the average daily flow for the different pump types is presented in Table 4. There is no significant difference in power costs for the options.

<b>Table 4 - Estimated Energy Consumption and Cost (at Avg. Daily Flow)</b>		
	<b>Motor Input Power, kW</b>	<b>Yearly Cost</b>
Open Screw Pump	37.0	\$17,840
Enclosed Screw Pump	31.1	\$14,980
Submersible Wastewater Pump	39.0	\$18,780
Vertical Turbine Solids Handling Pump	31.7	\$15,270

## 6. Estimated Capital Costs for Preliminary Options

Capital costs for each preliminary option were determined by soliciting budgetary quotes from pump suppliers and estimating the required demolition, installation, concrete, electrical, and other related costs.

First, the cost for repair of the existing pump and the cost of a single pump replacement was assessed. These costs are shown in Table 5. The budgetary pump purchase cost for Options 2 through 5 are also included in Table 5 for reference. Cost assumptions include:

- 40% was applied to the pump cost for installation.
- Broken screw pump is demolished and removed (Options 2 through 5)
- Costs for adjustable frequency drives and necessary electrical work are included for Options 4 and 5.
- A contingency of 35% is used.
- No engineering costs are included.

<b>Table 5 - Estimated Capital Costs (One Pump)</b>		
<b>Option</b>	<b>Pump Cost</b>	<b>Total Cost</b>
1 - Repair Existing Screw Pump	--	\$94,800
2 - Replace with Smaller Open Screw Pump	\$119,500	\$532,600
3 - Replace with Smaller Enclosed Screw Pump	\$445,000	\$1,298,000
4 - Replace with Submersible Wastewater Pump	\$150,000	\$798,000
5 - Replace with Vertical Turbine Solids Handling Pump	\$235,000	\$1,033,600

Some observations:

1. Due to the cost for an enclosed screw pump and the necessary work to modify the channel for a 38 or 45 degree angle installation angle for this type of pump, it will no longer be retained.
2. The cost to create additional volume in the existing wetwells for the submersible pumps has been included (Option 4); however, it does not appear feasible to construct.

If additional volume was created by constructing a new addition on the south side, the cost would be similar to Option 5. In addition, the service life of a submersible pump is about one-third the life of a VTSH or screw pump and it requires the most energy. For these reasons, this option is not attractive for this application.

3. Repairing the existing pump (Option 1) will continue to provide a firm capacity of 66 mgd. For the other options to provide a similar firm capacity, two pumps would need to be installed and operated in conjunction with the other two existing screw pumps (63 mgd). The second pump would be installed in the empty bay.

The cost for installing two pumps for Options 2, 4, and 5 are included in Table 6. The same cost assumptions noted above apply, except no existing screw pump demolition and removal is needed since the empty bay is utilized for the second pump.

<b>Table 6 – Estimated Capital Costs (Two Pumps)</b>		
<b>Option</b>	<b>Pump Cost</b>	<b>Total Cost</b>
2 – Replace with Smaller Open Screw Pumps	\$239,000	\$890,300
4 - Replace with Submersible Wastewater Pumps	\$300,000	\$1,403,700
5 - Replace with Vertical Turbine Solids Handling Pumps	\$470,000	\$1,768,100

## **7. Recommendation**

Based on the estimated cost to repair the broken screw pump compared to the installation of alternative pumps, it is recommended that the City repair the pump and utilize the existing screw pumps until their full useful life is realized, 10 - 20 years from now. The existing 84-inch screw pumps could be replaced as they wear out with smaller open screw pumps (66-inch) which would be the least costly to install, if internal recycle in the basins is implemented in the future. The estimated cost to implement internal recycle is \$1.2 million.

This recommendation is based, in part, on improving the life of the back-stops. Black & Veatch will continue to pursue a resolution.

Grand Island Nebraska - Screw Pump Replacement  
June 22, 2011

Table 2 - Energy Comparison at Average Daily Flow				
Option	Open Screw Pump	Enclosed Screw Pump	Submersible Pump	Vertical Turbine Solids Handling (VTSH) Pump
Design Flow, mgd	11.4	11.4	11.4	11.4
Design Wetwell Level, feet	1832.90	1832.90	1834.76	1834.76
Discharge Elevation, feet	1846.64	1846.74	1848.64	1848.64
Losses, feet	1.30	1.50	0.81	0.81
Total Dynamic Pumping Head, feet	15.04	15.34	14.69	14.69
Total Work Done, bhp	30.1	30.7	29.4	29.4
Pump Efficiency, percent	70%	85%	68%	80%
Pump Shaft Power, bhp	43.0	36.1	43.2	36.7
Gear Box Efficiency, percent	95%	95%	---	---
Belt Drive	97%	97%	---	---
Motor Output Shaft Power, bhp	46.6	39.2	43.2	36.7
Motor Nameplate Rating, hp	60.0	50.0	60.0	60.0
Motor Efficiency, percent	94%	94%	88%	92%
AFD Efficiency, percent	---	---	94%	94%
Motor Input Power, kW	37.0	31.1	39.0	31.7
Yearly Power Cost, \$	\$17,837	\$14,982	\$18,780	\$15,269

Grand Island Nebraska - Screw Pump Replacement Evaluation  
June 22, 2011

<b>Table 3 - Efficiency Comparison at Peak Flow</b>				
	Open Screw Pump	Enclosed Screw Pump	Submersible Pump	Vertical Turbine Solids Handling (VTSH) Pump
Design Flow, mgd	15.0	15.0	15.0	15.0
Design Wetwell Level, feet	1834.76	1834.76	1834.76	1834.76
Discharge Elevation, feet	1846.64	1846.74	1848.64	1848.64
Losses, feet	2.31	2.30	1.54	1.54
Total Dynamic Pumping Head, feet	14.19	14.28	15.42	15.42
Total Work Done, bhp	37.4	37.6	40.6	40.6
Pump Efficiency, percent	70%	85%	59%	80%
Pump Shaft Power, bhp	53.4	44.2	68.8	50.7
Gear Box Efficiency, percent	95%	95%	---	---
Belt Drive	97%	97%	---	---
Motor Output Shaft Power, bhp	57.9	48.0	68.8	50.7
Motor Nameplate Rating, hp	60.0	50.0	60.0	60.0
Motor Efficiency, percent	94%	94%	89%	94%
AFD Efficiency, percent	---	---	97%	97%
Motor Input Power, kW	46.0	38.1	59.5	41.5

RESOLUTION 2011-155

WHEREAS, the City of Grand Island Wastewater Division requires engineering services in Spiral Screw Pump Repair; and

WHEREAS, on May 3, 2011 proposals were received, reviewed and evaluated; and

WHEREAS, Black & Veatch Corporation of Kansas City, Missouri submitted a proposal with the work performed at actual costs with a maximum amount of \$7,200.00; and

WHEREAS, Black & Veatch Corporation of Kansas City, Missouri prepared technical memorandum titled "Screw Pump Replacement Evaluation"; and

WHEREAS, Black & Veatch Corporation of Kansas City, Missouri recommendation in repair of the existing spiral lift pump and provide similar repair in others for a continued useful life; and

WHEREAS, City staff recommends continuing consulting engineer scope of work in final construction document services; and

WHEREAS, City staff has negotiated with Black & Veatch Corporation of Kansas City, Missouri in final construction document services at \$35,770.25 being fair and reasonable; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Amendment Number 2 of Black & Veatch Corporation of Kansas City, Missouri for engineering services for Aeration Basin Improvements at the Wastewater Treatment Plant is hereby approved.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to execute Amendment Number 2 on behalf of the City of Grand Island.

BE IT FURTHER RESOLVED, that City staff is hereby authorized and directed to negotiate contractual change in work with contracting firm Oakview dck Construction.

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Adopted by the City Council of the City of Grand Island, Nebraska, June 28, 2011.

\_\_\_\_\_  
Jay Vavricek, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form	☐ _____
June 22, 2011	☐ City Attorney



# **City of Grand Island**

**Tuesday, June 28, 2011**

**Council Session**

## **Item G12**

**#2011-156 - Approving Authorization for Emergency Sanitary  
Sewer Repairs on Circle Drive**

**Staff Contact: John Collins, Public Works Director**

# **Council Agenda Memo**

**From:** Fred Tustin, Collection System Supervisor

**Meeting:** June 28, 2011

**Subject:** Approving Authorization for Emergency Sanitary Sewer Repairs on Circle Drive

**Item #'s:** G-12

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

## **Background**

Emergency sanitary sewer repairs are needed for a collapsing sanitary sewer line on the west end of Circle Drive.

## **Discussion**

The Diamond Engineering Company of Grand Island, Nebraska was hired to effect the necessary repairs. Contact was made with two other contractors, O'Hara Plumbing Company and Starostka Group, both of Grand Island, Nebraska, and neither was available to do the job.

The Diamond Engineering Company will be paid based on actual time and materials incorporated into the repair work, with a maximum of \$21,135.00. Since the total is over \$20,000.00 council approval is necessary. We are requesting permission to use the emergency procurement procedures as outlined in Section 27-13 of the City Code.

## **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 usage of the City's Emergency Procurement Procedures and pass a resolution authorizing The Diamond Engineering Company of Grand Island, Nebraska to perform the necessary sanitary sewer main repairs.

## **Sample Motion**

Move to approve the usage of the City's Emergency Procurement Procedures and authorize The Diamond Engineering Company of Grand Island, Nebraska to perform the repairs.

RESOLUTION 2011-156

WHEREAS, the Wastewater Division of the Public Works Department needed to perform an emergency sanitary sewer repair on the west end of Circle Drive; and

WHEREAS, the estimated cost is \$21,135.20 (based on time and materials); and

WHEREAS, The Diamond Engineering Company of Grand Island, Nebraska has been requisitioned to do said repairs; and

WHEREAS, two other contractors were contacted for quotes and they were unavailable to perform the work in a timely manner.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the sanitary sewer repair on the west end of Circle Drive by The Diamond Engineering Company of Grand Island, Nebraska, at a maximum cost of \$21,135.20 is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, June 28, 2011.

\_\_\_\_\_  
Jay Vavricek, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk



# City of Grand Island

Tuesday, June 28, 2011

Council Session

## Item G13

**#2011-157 - Approving Certificate of Final Completion for  
Installation of Primary Clarifier Mechanism Replacement, Project  
No. WWTP-2010-2**

Staff Contact: John Collins, Public Works Director

# **Council Agenda Memo**

**From:** John Collins, Director of Public Works

**Meeting:** June 28, 2011

**Subject:** Approving Certificate of Final Completion for Installation of Primary Clarifier Mechanism Replacement, Project No. WWTP-2010-2

**Item #'s:** G-13

**Presenter(s):** John Collins, Director of Public Works

## **Background**

The project "Installation of Primary Clarifier Mechanism" Replacement Project WWTP-2010-2 was awarded to Oakview Construction, Inc. of Red Oak, Iowa, on November 20, 2009. Work commenced on December 15, 2009 and was completed on November 1, 2010.

## **Discussion**

The engineer, Black & Veatch for the project has reviewed the completed work and has issued a certificate of substantial completion in accordance with the terms, conditions, and stipulations of the contract, the plans, and the specifications.

The installation contract was completed at a total cost of \$668,895.34.

## **Alternatives**

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

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

### **Recommendation**

City Administration recommends that the Council approve the Certificate of Final Completion for the Installation of Primary Clarifier Mechanism Replacement Project WWTP-2010-2.

### **Sample Motion**

Move to approve the Certificate of Final Completion for the Installation of Primary Clarifier Mechanism Replacement Project WWTP-2010-2.



June 11, 2011

City of Grand Island  
Grand Island, Nebraska  
Primary Clarifier Mechanism Replacement

B&V Project 165278  
B&V File 83.5000

Mr. Roger Scott  
City of Grand Island  
3013 East Swift Road  
Grand Island, NE 68801

Dear Roger:

This letter addresses substantial and final completion for the above referenced project. During the week of September 20, 2010, Primary Clarifier No. 1 was successfully started and placed in operation. Primary Clarifier No. 2 was placed in operation in June 2010. Following the startup of Primary Clarifier No. 1, a list of outstanding items for final completion was prepared by the City with assistance from Black & Veatch and Olsson Associates. On December 10, 2010, Oakview provided a letter to Black & Veatch indicating that all outstanding items were completed, with the exception of the following:

- Labels for the adjustable frequency drive cabinets and grease points.
- Bracing for the checkered plate around the center drives.
- Replacement of one safety switch box cover that was mis-labeled.
- Re-painting of the center drives.

In addition, the final O&M manuals for the clarifiers and inclined plate baffles and the warranty for the baffles had not been provided. The last of these items was provided and accepted on May 24, 2011. As of this date, only re-painting of the center drives and bracing for the checkered plate remains. These remaining items of work should be considered warranty items.

**Contract Time.** The City provided a Notice to Proceed on December 15, 2009. Contract times for substantial and final completion are 330 days (November 10, 2010) and 365 days (December 15, 2010), respectively. It is our opinion that all facilities and related work was substantially complete and ready for their intended purpose by September 24, 2010. As such, we recommend that an effective date for substantial completion be established as September 24, 2010. In addition, we recommend that an effective date for final completion be established as December 10, 2010.

City of Grand Island  
Grand Island, Nebraska  
Primary Clarifier Mechanism Replacement

B&V Project 165278  
June 11, 2011

**Retainage.** The remaining retainage of \$28,715.86 should be released once all the project closeout documentation required by the General Conditions is received.

If you have any questions, feel free to contact me at 913-458-3465 or Gary Schnettgoecke at 913-458-6558.

Very truly yours,  
BLACK & VEATCH



Derek L. Cambridge  
Project Director

## ENGINEER'S CERTIFICATE OF FINAL COMPLETION

INSTALLATION OF PRIMARY CLARIFIER MECHANISM REPLACEMENT PROJECT NO.  
WWTP-2010-2  
CITY OF GRAND ISLAND, NEBRASKA  
June 28, 2011

TO THE MEMBERS OF THE COUNCIL  
CITY OF GRAND ISLAND  
GRAND ISLAND, NEBRASKA

This is to certify that INSTALLATION OF PRIMARY CLARIFIER MECHANISM REPLACEMENT PROJECT NO. WWTP-2010-2, has been fully completed by Oakview Construction Inc., of Red Oak, Iowa under contract dated November 20, 2009. The work has been completed in accordance with the terms, conditions, and stipulations of said contract and complies with the contract, the plans, and the specifications. The work is hereby accepted for the City of Grand Island, Nebraska, by me as Director of Public Works in accordance with the provisions of Section 16-650 R.R.S., 1943.

It is further certified that the improvements as constructed include the following items and costs and that this certificate shall constitute the Final Payment for this work.

INSTALLATION OF PRIMARY CLARIFIER MECHANISM REPLACEMENT Project No.  
WWTP-2010-2 is located at Waste Water Treatment Plant.

Installation of:

OAKVIEW CONSTRUCTION – ORIGINAL CONTRACT PRICE	\$	602,400.00
ADDENDUM NO. 1	\$	290.00
CHANGE ORDER NO. 1	\$	17,515.00
CHANGE ORDER NO. 2	\$	16,112.00
CHANGE ORDER NO. 3	\$	(3,100.00)
<b>TOTAL CONSTRUCTION COST</b>	<b>\$</b>	<b>633,217.00</b>

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SUMMARY OF OTHER COST

ITEM	DESCRIPTION	AMOUNT
1	A & D Welding	\$27.98
2	Ace Hardware	\$13.28
3	Bauer Underground	\$450.00
4	Construction Rental	\$553.50
5	Crescent Electric	\$2,195.24
6	GI Daily Independent	\$133.44
7	Kelly Supply	\$244.26
8	Kriz Davis	\$1,466.23
9	Menard's	\$126.01
10	Nunnenkamp Well	\$19,700.00
11	Platte Valley Laboratories	\$1,500.00
12	Precision Bearing	\$135.39
13	Stetson Building Products	\$709.59
14	Utilities	\$5,523.42
15	Cloudburst	\$2,900.00
TOTAL OF OTHER COST		\$35,678.34

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**TOTAL COST OF INSTALLATION PRIMARY CLARIFIER MECHANISM**      \$      **668,895.34**  
**REPLACEMENT PROJECT NO. WWTP-2010-2**

Respectfully submitted,

John Collins  
Director of Public Works

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June 28, 2011

TO THE MEMBERS OF THE COUNCIL  
CITY OF GRAND ISLAND  
GRAND ISLAND, NEBRASKA

I hereby recommend that the Engineer's Certificate of Final Completion for INSTALLATION OF  
PRIMARY CLARIFIER MECHANISM REPLACEMENT be approved.

Respectfully submitted,

Jay Vavricek  
Mayor

RESOLUTION 2011-157

WHEREAS, the City Engineer/Public Works Director for the City of Grand Island issued a Certificate of Substantial and Final Completion for the Installation of Primary Clarifier Mechanism Replacement, Project No. WWTP-2010-2 certifying that Oakview Construction, Inc., of Red Oak, Iowa, completed such project according to the terms, conditions, and stipulations of the contract, plans and specifications for such improvements; and

WHEREAS, the release of 5% retainage shall be paid to Oakview Construction, Inc.; and

WHEREAS, the City Engineer/Public Works Director recommends the acceptance of the Engineer's certificate of substantial and final completion; and

WHEREAS, the Mayor concurs with the recommendation of the City Engineer/Public Works Director.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Certificate of Substantial and Final Completion for the Installation of Primary Clarifier Mechanism Replacement Project No. WWTP-2010-2 is hereby confirmed.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, June 28, 2011.

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Jay Vavricek, Mayor

Attest:

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RaNae Edwards, City Clerk

Approved as to Form	<input checked="" type="checkbox"/>	_____
June 22, 2011	<input checked="" type="checkbox"/>	City Attorney



# City of Grand Island

Tuesday, June 28, 2011

Council Session

## Item I1

**#2011-158 - Consideration of Request from MJR, Inc. dba Bandits, 1016 Diers Avenue, Suite 118 for a Class "C" Liquor License and Liquor Manager Designation for Tim McMullen, 819 West 12th Street**

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

Staff Contact: RaNae Edwards

RESOLUTION 2011-158

WHEREAS, an application was filed by MJR, Inc. doing business as Bandits, 1016 Diers Avenue, Suite 118 for a Class "C" Liquor License; and

WHEREAS, a public hearing notice was published in the *Grand Island Independent* as required by state law on June 18, 2011; such publication cost being \$14.73; and

WHEREAS, a public hearing was held on June 28, 2011 for the purpose of discussing such liquor license application.

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

\_\_\_\_\_ The City of Grand Island hereby recommends approval of the above-identified liquor license application contingent upon final inspections.

\_\_\_\_\_ The City of Grand Island hereby makes no recommendation as to the above-identified liquor license application.

\_\_\_\_\_ The City of Grand Island hereby makes no recommendation as to the above-identified liquor license application with the following stipulations: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ The City of Grand Island hereby recommends denial of the above-identified liquor license application for the following reasons: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ The City of Grand Island hereby recommends approval of Tim McMullen, 819 West 12<sup>th</sup> Street as liquor manager of such business upon the completion of a state approved alcohol server/seller training program.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, June 28, 2011.

\_\_\_\_\_  
Jay Vavricek, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form	☐ _____
June 23, 2011	☐ City Attorney



# City of Grand Island

Tuesday, June 28, 2011

Council Session

## Item I2

**#2011-159 - Consideration of Request from Fuji Steak House, Inc.  
dba Fuji Japanese Steak House, 1004 North Diers Avenue, Suite  
200 for a Class "I" Liquor License and Liquor Manager  
Designation for Tu Gen Yang, 3720 State Street, Apt. 3**

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

Staff Contact: RaNae Edwards

RESOLUTION 2011-159

WHEREAS, an application was filed by Fuji Steak House, Inc. doing business as Fuji Japanese Steak House, 1004 North Diers Avenue, Suite 200 for a Class "T" Liquor License; and

WHEREAS, a public hearing notice was published in the *Grand Island Independent* as required by state law on June 18, 2011; such publication cost being \$15.18; and

WHEREAS, a public hearing was held on June 28, 2011 for the purpose of discussing such liquor license application.

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

\_\_\_\_\_ The City of Grand Island hereby recommends approval of the above-identified liquor license application contingent upon final inspections.

\_\_\_\_\_ The City of Grand Island hereby makes no recommendation as to the above-identified liquor license application.

\_\_\_\_\_ The City of Grand Island hereby makes no recommendation as to the above-identified liquor license application with the following stipulations: \_\_\_\_\_

\_\_\_\_\_ The City of Grand Island hereby recommends denial of the above-identified liquor license application for the following reasons: \_\_\_\_\_

\_\_\_\_\_ The City of Grand Island hereby recommends approval of Tu Gen Yang, 3720 State Street, Apt. 3 as liquor manager of such business upon the completion of a state approved alcohol server/seller training program.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, June 28, 2011.

\_\_\_\_\_  
Jay Vavricek, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form	☐ _____
June 23, 2011	☐ City Attorney



# City of Grand Island

Tuesday, June 28, 2011

Council Session

## Item I3

**#2011-160 - Consideration of Request from Gerardo Gutierrez dba Tacos Las Palmas, 645 South Locust Street Unit #4 for a Class "C" Liquor License**

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

Staff Contact: RaNae Edwards

RESOLUTION 2011-160

WHEREAS, an application was filed by Gerardo Gutierrez doing business as Tacos Las Palmas, 645 South Locust Street, Unit #4 for a Class "C" Liquor License; and

WHEREAS, a public hearing notice was published in the *Grand Island Independent* as required by state law on June 18, 2011; such publication cost being \$15.18; and

WHEREAS, a public hearing was held on June 28, 2011 for the purpose of discussing such liquor license application.

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

\_\_\_\_\_ The City of Grand Island hereby recommends approval of the above-identified liquor license application contingent upon final inspections.

\_\_\_\_\_ The City of Grand Island hereby makes no recommendation as to the above-identified liquor license application.

\_\_\_\_\_ The City of Grand Island hereby makes no recommendation as to the above-identified liquor license application with the following stipulations: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ The City of Grand Island hereby recommends denial of the above-identified liquor license application for the following reasons: \_\_\_\_\_  
\_\_\_\_\_

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, June 28, 2011.

\_\_\_\_\_  
Jay Vavricek, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form	☐ _____
June 23, 2011	☐ City Attorney



# **City of Grand Island**

**Tuesday, June 28, 2011**

**Council Session**

## **Item I4**

**#2011-161 - Consideration of Approving Fraternal Order of Police  
(FOP) No. 24 Labor Agreement**

**Staff Contact: Brenda Sutherland**

# **Council Agenda Memo**

**From:** Brenda Sutherland, Human Resources Director

**Meeting:** June 28, 2011

**Subject:** Consideration of Approving Fraternal Order of Police (FOP) No. 24 Labor Agreement

**Item #'s:** I-4

**Presenter(s):** Brenda Sutherland, Human Resources Director

## **Background**

Police Officers and Sergeants currently work under the conditions outlined in the labor agreement between the City of Grand Island and the Fraternal Order of Police, No. 24. This group is more commonly referred to as the FOP. The current contract will expire as of midnight September 30, 2011. The City's negotiating team and the FOP's negotiating team met to negotiate the terms of a new agreement. The negotiations were handled in good faith with both parties focused on a fair contract that would have a positive impact on the budget.

## **Discussion**

The labor agreement that is being brought forward for consideration by the Council is a fairly status quo agreement. There were few changes from the current contract. Some of the minor changes include: tracking personal leave on the contract year and requiring the time be used by March 15<sup>th</sup> and September 15<sup>th</sup>; tracking vacation and medical leave use in half hour increments; and changing funeral leave to bereavement leave and tracking it on the contract year.

A more notable change is the increase to the amount of medical leave an employee can use for immediate family members from 64 hours to 200 per contract year. Obviously if an FMLA qualifying event would occur that number would increase to comply with federal law.

The pay scale for the first year of the contract will experience a 0% increase. The steps in the scale will increase from 8 to 9 and each step will be a 12 month step. Currently, steps 1 and 2 are 6 month steps and steps 5, 6 and 7 are 18 month steps. Employees will be

frozen in their current step until it is time for their employee evaluation. With a satisfactory evaluation, they will be placed into the next closest step that doesn't take them backwards. This is significant in that those employees who have step movement under the current agreement would have moved on average 5% from one step to another in the Police Officer range and 4.6% in the Sergeant range. With this agreement in the first year of the contract, the employees with step movement will move anywhere from .05% to 4.2%. The overall impact of the step movement for those who are able to move is a 37% decrease in expenses related to step movement. The second year of the contract specifies a 1.75% salary range increase. The rate at which step movement will decrease in year 2 will be 6/10 of a percent compared to the current range.

### **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 labor agreement between the City of Grand Island and The Fraternal Order of Police, No. 24

### **Sample Motion**

Move to approve the labor agreement between the City of Grand Island and The Fraternal Order of Police, No. 24.

# **AGREEMENT**

THIS AGREEMENT, effective October 1, 2011, is between the **CITY OF GRAND ISLAND** (hereinafter referred to as the “City”), and **GRAND ISLAND LODGE NO. 24 OF THE FRATERNAL ORDER OF POLICE** (hereinafter referred to as the “F.O.P.”).

## **PURPOSE AND INTENT OF THE PARTIES**

The purpose of the City and the F.O.P. in entering this labor agreement is to promote harmonious relations between the employer and the F.O.P., the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, and conditions of employment.

## **ARTICLE I F.O.P. RECOGNITION**

The City recognizes the F.O.P. as the sole and exclusive collective bargaining representative for the pay classifications of Police Officers and Sergeants.

## **ARTICLE II RESIDENCY**

All employees covered under this agreement are required to reside within thirty-five (35) miles of the city limits of the city of Grand Island. Current employees will establish residency within six (6) months after the beginning of this agreement. New employees, hired after the starting date of this agreement, will establish residency within six (6) months after the calendar date of the start of employment and will maintain residency during the term of the employment. For purposes of this agreement, residency will mean the employee’s domicile.

## **ARTICLE III HOURS OF WORK**

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 with the first full pay period following the execution of the 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.

The City specifically maintains and reserves its management rights to establish the hours worked, the work week and all direction of the work force as allowed by law. Employees shall be eligible for overtime under this Agreement and it is expressly stated hereby that overtime shall not be paid more than once for the same hours worked.

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 fifty (50) 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 over-time but will not be subtracted from the training and special events bank.

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

The City also reserves the right to revise the regular set schedules from eighty (80) up to eight-six (86) hours per two (2) week pay period. The City shall provide sixty (60) days notice prior to making a set schedule change for each employee subject to the change.

## **ARTICLE IV HOLIDAYS AND HOLIDAY PAY**

### **A. HOLIDAYS**

The following holidays are observed. They shall be granted with pay to all employees eligible for holiday pay not to exceed eight (8) hours. An employee may be required to work on a holiday if necessary to maintain essential services to the public.

New Year's Day	Veteran's Day
Arbor Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving Day
Independence Day	Christmas Day
Labor Day	

Such holidays shall be observed on the actual day that the holiday falls.

### **B. ELIGIBILITY FOR HOLIDAY PAY**

No employee shall be eligible for holiday pay unless such employee was in an active pay status on his/her last regularly scheduled day before the holiday and his/her first regular day after the holiday. "Active Pay Status" shall mean any pay status other than leave without pay or suspension without pay.

### **C. HOLIDAY PAY AND HOLIDAY ON PAY**

Holiday pay shall consist of straight pay up to eight (8) hours plus additional compensation at the rate of 1.5 times the regular rate of compensation for those who are regularly scheduled to work. For those who are called into work on the holiday, they shall receive as compensation straight pay up to eight (8) hours for the holiday, plus additional compensation at the rate of 1.5 times the regular rate of pay for the actual hours worked as holiday on pay. No compensatory time may be accrued in lieu of being paid Holiday on Pay or Holiday Pay.

### **D. HOLIDAY PAY DURING LEAVE OF ABSENCE**

When a holiday falls within a period of leave of absence without pay, the employee shall not be paid for the holiday.

## **ARTICLE V PERSONAL LEAVE**

The City will provide sixteen (16) hours of personal leave each contract year, commencing October 1 and ending September 30, to all eligible employees. Personal leave must be taken in a minimum of one (1) hour increments. Personal leave, selected by the employee must have the prior approval of the supervisor. Eight (8) hours must be taken by March 15<sup>th</sup> and eight (8) hours must be taken by September 15<sup>th</sup>.

## **ARTICLE VI VACATIONS**

### **A. ELIGIBILITY**

All full-time employees of the police division who have been in the employment of the City continually for one (1) year shall be eligible for vacation leave with pay. Vacation may be taken in one-half hour (1/2) increments.

The Mayor or designee may waive the provisions of this section in extreme circumstances for the good of the City and advance vacation leave to an employee prior to the completion of twelve (12) months of employment; provided, employees shall reimburse the City for all used unearned vacation leave upon termination.

### **B. AMOUNT AUTHORIZED**

Vacation leave shall be computed/accrued on the following basis:

<u>Years of Employment</u>	<u>Hours of Vacation Earned</u>
1	72 hours
2-5	80 hours
6	112 hours
7-10	120 hours

11-14	124 hours
15	136 hours
16+	160 hours

### **C. VACATION SCHEDULE**

Vacation leave shall be taken at a time convenient to and approved by the supervisor. While all employees are encouraged to take two (2) consecutive weeks of vacation each year, when eligible, the City may grant shorter periods of one (1) week or less. Each employee whose normal work schedule is Monday through Friday shall take a period of vacation of at least one (1) week each year when eligible as follows. Each employee will take a period of vacation that allows him or her to be away from the workplace for a minimum of five (5) consecutive days.

### **D. VACATION CARRY OVER**

Accrual of vacation hours will be calculated on a bi-weekly basis and will be reflected on the pay stubs. An employee will be allowed to carry no more than the maximum amount of vacation that he or she can earn in one (1) year, plus eighty (80) hours.

### **E. VACATION CREDIT ON TERMINATION AND RETIREMENT**

Upon termination, an employee shall be paid for the unused portion of accumulated vacation leave provided such employee has completed twelve months of consecutive, full-time employment. An employee who has been separated shall not accrue vacation leave credits after his or her last day of actual work.

## **ARTICLE VII MEDICAL AND BEREAVEMENT LEAVE**

### **A. AMOUNT AUTHORIZED**

1. **Medical Leave.** Medical leave shall be credited into a medical leave account for each employee at the rate of eight (8) hours for each calendar month of service and may be taken in ½ hour increments
2. **Bereavement Leave.** Bereavement leave shall be granted to eligible employees for up to twenty- four (24) hours per contract year.

### **B. USE OF MEDICAL LEAVE**

Medical leave with pay must be accumulated before it can be taken and advancing medical leave is prohibited. Employees may utilize their allowances of medical leave when unable to perform their work duties by reason of personal illness, fatigue due to job related duties, noncompensable bodily injury, pregnancy, disease, or exposure to contagious diseases under circumstances in which the health of other employees or the public would be endangered by attendance on duty. Medical leave with pay may be utilized to keep medical or dental appointments. Medical leave may also be utilized for a maximum of two hundred hours (200

hrs.) per contract year, per household to care for any members of an employee's immediate family or household. For purposes of medical leave, "immediate family member" shall mean a child, spouse, parent and parents-in-law. "Child" shall include a biological, adopted or foster child, a step-child, a legal ward, or a child of a person standing in "loco parentis".

### **C. USE OF BEREAVEMENT LEAVE**

Upon completion of one (1) year of continuous service, an employee shall be eligible to use up to twenty-four (24) hours of paid bereavement leave for the death of an immediate family member. For purposes of bereavement leave, "immediate family member" shall include son, daughter, sibling, spouse, parent, grandparent, grandchild, and in-laws of the same relation. Bereavement leave shall not exceed twenty-four (24) hours in any contract year.

### **D. MEDICAL LEAVE – REPORTS ON CONDITION**

When an employee finds it necessary to utilize medical leave, his or her supervisor should be notified immediately. An employee must keep the Police Chief informed of the employee's condition. An employee may be required by the Police Chief to submit a medical record or certificate for any absence. Failure to fulfill these requirements may result in denial of medical leave.

### **E. FRAUDULENT USE OF MEDICAL OR BEREAVEMENT LEAVE**

The Police Chief or his or her authorized representative may investigate any medical or bereavement leave taken by an employee. False or fraudulent use of medical or bereavement leave shall be cause for disciplinary action and may result in dismissal.

### **F. NOTIFICATION**

If an employee is absent for reasons that entitle the employee to medical or bereavement leave, the employee or a member of employee's household shall notify the supervisor on duty at least thirty (30) minutes prior to scheduled reporting time. If an employee fails to notify the supervisor, when it was reasonably possible to do so, no medical or bereavement leave shall be approved. Immediately upon return to work the employee shall submit a leave form to his or her supervisor.

### **G. COMPENSATION FOR UNUSED MEDICAL LEAVE AT RETIREMENT**

Each employee upon retirement shall be paid for thirty-seven and one-half percent (37.5%) of his or her accumulated medical leave, the rate of compensation to be based on the employee's salary at the time of retirement. The maximum accumulation in a medical leave account shall be 1,080 hours. The compensation for the death of an employee not occurring in the line of duty shall be made to the employee's beneficiary or estate at the rate of thirty-seven and one-half percent (37.5%) of the medical leave account, not to exceed one thousand eighty (1,080) hours.

## **H. COMPENSATION FOR UNUSED MEDICAL LEAVE UPON DEATH IN THE LINE OF DUTY**

If an employee is killed in the line of duty, there shall be paid fifty percent (50%) of his or her accumulated medical leave, not to exceed one thousand eighty (1,080) hours. The rate of compensation is to be based upon the employee's salary at the time of death. Payment for this benefit shall be included in the final payroll check.

## **I. FAMILY AND MEDICAL LEAVE ACT POLICY**

Employees shall be covered by the City's Family and Medical Leave Act Policy, as set forth in the Employee Reference Manual.

### **ARTICLE VIII CALL IN PAY**

In the event that an employee is called in to work while off duty, the employee shall receive pay at the employee's regular rate of pay, and shall be paid for a minimum of two (2) hours at the regular rate of pay and for any additional time worked thereafter.

### **ARTICLE IX MILITARY LEAVE**

The provisions relating to military training leave are as provided by Section 55-160 Neb. Rev. Stat., 1943, et. Seq., as amended.

### **ARTICLE X COURT LEAVE**

#### **A. WHEN AUTHORIZED**

Any employee required to attend as a witness or in any other capacity directly related to his or her official duties, in any case during session of the juvenile court, county court, district court, mental health board, department of motor vehicles, or before any grand jury proceedings, during off-duty periods, shall be entitled to compensation at the rate of pay of 1.5 times the regular rate of pay for each appearance at a minimum of two hours or for the actual time, if longer. All appearances before any tribunal prior to its noon recess of any given day shall be considered one appearance. All appearances before any tribunal subsequent to its noon recess of any given day shall be considered one appearance. When the employee is testifying in other litigation to which he or she is a party, such employee shall not be granted court leave but may use vacation leave or compensatory time or be granted leave without pay for the length of such service. It is recognized that the court pay at the rate of 1.5 times the regular rate of pay is considered premium pay and court time shall not count as hours worked for the calculation of overtime.

## **B. PROCEDURE**

An employee who is called for witness or jury duty shall present to his or her supervisor the original summons or subpoena from the court and, at the conclusion of such duty, a signed statement from the clerk of the court, or other evidence, showing the actual time in attendance at court.

## **C. FEES**

Fees received for jury service in a federal, state, county, police or municipal court shall be deposited with the City Finance Director upon the employee's receipt thereof, provided, this requirement shall not apply to funds received by employees when they would not normally be on duty with the City. No employee shall receive witness fees paid from City funds.

## **ARTICLE XI DISABILITY**

1. If any police officer or sergeant becomes disabled, such employee shall be placed on the roll of pensioned police officers at the regular retirement pension of fifty percent (50%) of regular pay for the period of such disability. For purposes of this Article, "disability" shall mean the complete inability of the police officer, for reasons of accident or other cause while in the line of duty, to perform the duties of the police officer.
2. In the case of temporary disability of an employee covered by this agreement, received while in the line of duty, he or she shall receive his or her salary during the continuance of such disability for a period not to exceed twelve (12) months, except that if it is ascertained by the City Council or the proper municipal authorities within twelve (12) months of such temporary disability has become a disability as defined in the paragraph preceding, then the salary shall cease and he/she shall be entitled to the benefits for pension in the case of disability as provided by Nebraska statutes.
3. All payments of pension or salary provided by this Article shall be subject to deduction of amounts paid under the Nebraska Workers Compensation Act. Such payments shall not commence until all credit for unused annual or medical leave or other similar credits have been fully utilized by the disabled employee if there will be no impairment to his/her salary during the period of disability.
4. No employee covered by this agreement shall be entitled during any period of temporary disability to receive in full both his/her salary and his/her benefits under the Nebraska Workers Compensation Act. All Nebraska Workers Compensation benefits shall be payable in full to such police officer as provided in the Nebraska Workers Compensation Act, but all amounts paid by the City or its insurer under the Nebraska Workers Compensation Act to any disabled police officer entitled to receive a salary during such disability, shall be considered as payments on account of such salary and shall be credited thereon. The remaining balance of such salary, if any, shall be payable as otherwise provided by Nebraska law.

5. Pursuant to the waiting provisions in Section 48-119 of the Nebraska Workers Compensation Act, no workers compensation shall be allowed during the first seven (7) calendar days following the date of injury or date that temporary disability begins, unless the disability continues for six (6) weeks or longer. When the disability lasts less than six (6) weeks, an employee may use medical or vacation leave for the initial seven (7) days. If no other leave is available, the City shall grant the employee temporary disability leave. If the disability continues for six (6) weeks or longer, the employee will be credited with any medical or vacation leave taken during the initial waiting period.
6. While on leave due to a temporary disability while in the line of duty, the total compensation paid to an employee, including salary, wages, workers compensation benefits, and leave pay collected from any other party (except the employee's private insurance) shall not exceed the employee's salary at the time of the commencement of the leave, plus any allowed and approved cost of living increase which commences during the period of leave.
7. The City reserves the right of subrogation because of payment of temporary disability leave to any employee who is disabled or injured by a third party, and reserves the right to pursue collection from the employee of any money paid by the party to the extent of the City's payment of temporary disability leave. Should the employee receiving temporary disability leave collect from the third party for salary, wages or expenses otherwise paid by the City, he or she will reimburse the City for money paid as temporary disability leave or expenses resulting from the injury.
8. Nothing in this Article shall be interpreted to mean that the City shall have the right to initiate civil litigation in the name of the employee against the party or representative or such party until after receiving consultation and advice of the employee and a signed waiver to that effect.
9. A light duty policy will be maintained by the City to accommodate employees who have been injured in the work place to return to work as soon as possible. The commencement of light duty work and/or modified duty work shall be five (5) calendar days from the date of injury. Any changes in shifts to accommodate the light duty work shall be made in the interim. Any employee who is medically released for light duty may commence light duty work and/or modified duty work earlier than the five (5) days from the date of injury if the employee is willing to do so. During the five (5) day period, between a date of injury and the beginning of light duty work and/or modified duty work, any employee who does not willingly return to light duty work, who is released by a doctor to do so, shall be required to take medical leave for any regularly scheduled shifts that are missed. If medical leave is unavailable to the employee, vacation leave may be used in lieu of medical leave. Day one shall constitute the date of injury, and day six shall be the day the employee begins light duty work.

If the employee continues to work full duty after the date of injury, the five (5) day notice shall begin on the date of the doctor appointment in which light duty work is recommended. Once an employee begins light duty work, the employee is required to continue light duty work until released for full duty or until the maximum light duty period expires pursuant to city policy.

**ARTICLE XII  
GENERAL PROVISIONS CONCERNING LEAVE**

**A. ABSENT WITHOUT APPROVAL**

An employee who is absent from duty without approval shall receive no pay for the duration of the absence and, unless there is a legitimate reason for the absence, shall be subject to disciplinary action, which may include dismissal.

**B. AUTHORIZED LEAVE FORMS**

For all leave except medical leave, a written request on an authorized form, indicating the kind of leave, duration and dates of departure and return, must be approved prior to the taking of the leave. Unless an absence is substantiated by notation on an authorized form approved by the supervisor, an employee shall not be paid for any absence from scheduled work hours.

**C. LEAVE COVERED BY FMLA**

Employees who anticipate taking leave governed by the FMLA are required to provide written notice of their intent as set forth in the City's FMLA Policy.

**ARTICLE XIII  
PENSION RETIREMENT PLAN**

The City agrees that the employees covered under this agreement are covered under the pension plan as provided by state statutes, as amended.

**ARTICLE XIV  
FITNESS FOR DUTY**

The City maintains the right to test for fitness for duty.

**ARTICLE XV  
RATES OF PAY FOR WORK PERFORMED**

The rates of pay for work performed under this agreement shall be:

**A. 2011 - 2012 FISCAL YEAR**

Rates of pay from October 1, 2011 through September 30, 2012, for work performed in the various classes of work under this agreement shall be as shown on the new pay plan, attached hereto as Exhibit "A" and shall take effect the first full pay period of October 2011. For each fiscal year, the new rate of pay as outlined in Exhibit "A" and for the following fiscal years once the salary adjustment is implemented, said new rate of pay and the salary adjustment shall take

effect during the first full pay period in the month of October. Employee's wages will be frozen until such time they are eligible for their annual employee evaluation. With a satisfactory evaluation they will be placed in the next closest step that does not move their pay backwards in the nine step pay scale.

## **B. 2012 – 2013 FISCAL YEAR**

Effective in the first full pay period of October 2012, Steps 1 through 9 of the pay ranges for police officer and police sergeant shall be adjusted by a salary adjustment of 1.75%. See Exhibit "B".

## **C. PAY STEP UPON DEMOTION**

An employee who fails to satisfactorily perform the duties of a classification into which he/she has been promoted may be demoted to the classification from which promoted. Such employee shall return to the same pay step held prior to promotion with the same regular status held prior to promotion.

## **D. COMPENSATORY TIME**

In lieu of payment for overtime hours worked, the employee may elect to take compensatory time off. One and one-half (1½) hours of compensatory time shall be credited for each overtime hour worked. Unused accumulated compensatory time may be converted to overtime pay only upon termination of employment unless otherwise authorized by the Chief of Police. Compensatory time may not be used on a holiday. Compensatory time may be accumulated up to eighty-five (85) hours annually (56.67 actual hours worked) with the year commencing October 1. All compensatory time that is not used prior to the last pay period before September 30<sup>th</sup> of each year shall be paid out in cash to the employee at the regular hourly rate for the hours left in the compensatory time bank. The pay-out for the unused compensatory time shall occur in the last full pay period prior to or on September 30<sup>th</sup>, if September 30<sup>th</sup> is the last pay period of said year. It shall be permissible to use less than eight (8) hours at a time. Compensatory time shall be used only with the approval of the Chief or the Chief's designated representative. Compensatory time must be recorded through the City payroll system.

# **ARTICLE XVI PAY PLAN STRUCTURE**

## **A. ADMINISTRATION OF PAY SCHEDULE**

1. Officers and Sergeants will be considered for pay schedule step increases upon receiving satisfactory performance appraisals with said step increases to be effective on the first day of the pay period following the event for change according to the following schedule:

Step 1.           Entry level;

- Step 2. Upon successful completion of twelve (12) months of service in step 1 of the job classification and upon receiving a satisfactory performance appraisal;
  - Step 3. Upon successful completion of twelve (12) months of service in step 2 of the job classification and upon receiving a satisfactory performance appraisal;
  - Step 4. Upon successful completion of twelve (12) months of service in step 3 of the job classification and upon receiving a satisfactory performance appraisal;
  - Step 5. Upon successful completion of twelve (12) months of service in step 4 of the job classification and upon receiving a satisfactory performance appraisal;
  - Step 6. Upon successful completion of twelve (12) months of service in step 5 of the job classification and upon receiving a satisfactory performance appraisal;
  - Step 7. Upon successful completion of twelve (12) months of service in step 6 of the job classification and upon receiving a satisfactory performance appraisal;
  - Step 8. Upon successful completion of twelve (12) months of service in step 7 of the job classification and upon receiving a satisfactory performance appraisal;
  - Step 9. Upon successful completion of twelve (12) months of service in step 8 of the job classification and upon receiving a satisfactory performance appraisal;
- 2. An employee who is promoted shall be placed in the step of the new pay grade that insures at least a three percent (3%) increase in pay. Upon successful completion of the six (6) month introductory period in the new position and upon receiving a satisfactory performance appraisal, an employee shall move to the next step in the pay scale.
  - 3. The Mayor may evaluate the manner of performance of any employee, all employees, or any portion of the employees at any time during such employees' service. Any adjustments in the pay of such evaluated employees, including introductory employees' step adjustments, shall be effective on the first day of a pay period falling on or immediately after such adjustment.
  - 4. Employees, prior to advancing in step or grade, shall be evaluated using the City's performance appraisal system. Such appraisal shall take place yearly. Should an employee receive an appraisal indicating unsatisfactory performance, that employee will not receive an increase in pay, other than increases in pay lines for each classification.

5. In no case shall any employee be advanced beyond the maximum rate of the pay grade for his/her class of position.

## **B. INTRODUCTORY PERIOD**

As set forth in the Nebraska Civil Service Act and the Grand Island Civil Service Commission Rules and Regulations, no appointment, employment, or promotion in any position in the service shall be deemed complete until after the expiration of one year after certification by the Nebraska Law Enforcement Training Center for police officers.

## **ARTICLE XVII EMPLOYEE RELATIONS**

### **A. GENERAL**

Every employee in the police division shall fulfill conscientiously the duties and responsibilities of his/her position. Every employee shall conduct himself or herself at all times in a manner which reflects credit on the service. Every employee shall be impartial in all official acts and shall in no way endanger nor give occasion for distrust of his/her impartiality.

### **B. MEMBERSHIP IN F.O.P.**

The parties hereby agree that no officers, agents, representatives, members, or anyone connected with either party shall in any manner intimidate, coerce, restrain, or interfere with the rights of employees to form, join or assist labor organizations, or to refrain from any of these activities, including the right of employees to withdraw, revoke or cancel F.O.P. membership.

### **C. DISCIPLINARY ACTION**

1. **Cause:** Cause for disciplinary action against any employee shall include any cause so specified in the Employee Personnel Rules of the City of Grand Island, the Police Department Policy and Procedures Manual and the rules and regulations of the City Civil Service Commission.
2. **Reprimand:** The Police Chief or designated representative may reprimand any employee for cause. Such reprimand may be in writing and addressed and presented to the employee who will initial receipt. A signed copy shall be delivered to the Mayor's office for inclusion in the employee's personnel file. The employee may submit an explanation or rebuttal.
3. **Civil Service:** It is agreed by the parties that all applicable provisions of the Rules and Regulations of the Grand Island Civil Service Commission are hereby made part of this agreement and by this reference made part hereof.

It is the policy of the City of Grand Island to provide a system of progressive discipline which affords an opportunity for the resolution of unsatisfactory employee performance or

conduct. Such system shall include an appeal procedure to assure the equitable and consistent application of discipline.

Discipline may begin with the least severe disciplinary action and progress, if necessary, to more severe actions. However, the severity of the incident may warrant any level of initial disciplinary action.

## **ARTICLE XVIII GRIEVANCE PROCEDURE**

### **A. PROCEDURE**

An alleged grievance arising from an employee shall be handled in the following manner:

A grievance for the purpose of the agreement refers to a question of interpretation, application, and meaning of the terms of the labor agreement between the City and the F.O.P.

Employees shall raise and thoroughly discuss any matters of disagreement with their immediate supervisor in order to informally resolve as many matters as possible.

In reducing a grievance to writing, the following information must be stated with reasonable clearness:

The exact nature of the grievance, the act or acts of commission, the time and place of the act of commission or omission, the identity of the party or parties who claim to be aggrieved, the provisions of this agreement that are alleged to have been violated and the remedy which is sought.

In the event that satisfactory settlement is not or cannot be reached after the matter has been informally raised with the immediate supervisor, the following procedure shall be used in submission of a grievance.

1. **First Step** – Any employee who believes that he/she has a justifiable request or grievance shall discuss the request or complaint within five (5) calendar days with the Captain, with or without the F.O.P. representative being present, as the employee may elect, in an attempt to settle the same. If a grievance or request has not been satisfactorily resolved in Step One, it may be presented in writing and proceed to Step Two only if the F.O.P. representative determines that it constitutes a meritorious grievance. A grievance to be considered beyond Step One must be filed in writing with the Police Chief on the form provided by the City.
2. **Second Step** – The Police Chief shall consider the grievance and notify the employee in writing within seven (7) calendar days after receipt of the grievance.
3. **Third Step** – If the grievance is not settled to the satisfaction of the employee, the employee or employee's representative shall present it in writing to the Mayor of the City or the Mayor's designated representative within seven (7) calendar days

after the decision of the Police Chief. The Mayor or designated representative shall notify the employee of the decision made and of any action taken within ten (10) calendar days after receipt of the grievance.

4. **Fourth Step** – If the grievance is not settled to the satisfaction of the employee, he/she may appeal, within ten (10) days after receipt of the City's decision to a court of competent jurisdiction.

The grievant may use vacation leave to prepare or present the case. Nothing in this agreement shall prevent the grievant from including in his or her petition a prayer for remuneration for time expended in the preparation, trial, or other time lost relating to grievance under consideration.

## **B. GENERAL CONDITIONS**

All grievances shall be presented by the employee in person. The employee shall not be paid for any time used to present a grievance. An employee must obtain the permission of the immediate supervisor before leaving the job to present a grievance. (None of the above precludes the possibility of meetings at any step of the grievance procedure among the parties involved to discuss the issues and to attempt to settle them at that step). Nothing in the foregoing provisions shall be construed to apply to the extent, if any, that such provisions may become in conflict with a duly enacted statute of the state or a decision of the court of competent jurisdiction.

The time limits provided in this Article shall be strictly construed and the failure of any moving party to meet the time limits listed in this Article relative to the processing of the grievance shall constitute an unconditional acceptance of the remedy promulgated at the last step, or constitute a rescission of the act giving rise to the grievance, whichever is appropriate.

## **ARTICLE XIX OTHER BENEFITS**

### **A. MEDICAL, DENTAL AND LONG TERM DISABILITY INSURANCE**

The City agrees to provide medical, dental and long-term disability insurance during the term of this agreement for the employee and the employee's dependents. For all levels of coverages the employees shall contribute sixteen percent (16%) of the premium for the first year of the contract. For the duration of the contract, the co-pay of premium percentages for the membership of the FOP shall be the same as is used for the non-union city employees of the City of Grand Island, which premium may be increased but shall not exceed eighteen percent (18%) of the premium.

### **B. LIFE INSURANCE**

The City will provide a fifty thousand (\$50,000.00) life insurance policy for the employee. Such policy contains an option allowing the employee to purchase additional insurance. The premium for the optional insurance shall be paid by the employee.

### **C. DISCONTINUANCE OF INSURANCE**

1. Except as provided under the City's Family and Medical Leave Act (FMLA) Policy, or otherwise as required by law, an employee who is on a leave of absence without pay will be removed from coverage under the City's hospitalization, dental and medical insurance plan on the first day of the month following the effective date of the leave and shall remain off the City's plan for the duration of said leave of absence. Upon expiration of such leave and upon return of the employee to active duty, he or she will receive coverage on the first day of the month following his/her return. If the leave of absence is not covered by the FMLA policy, the employee shall have the option of retaining coverage under the City's hospitalization, dental and medical insurance plan if the employee pays one-hundred percent (100%) of the premium cost during an approved leave of absence.
2. The employee will be required to pay the premium on the life insurance policy during any leave of absence. The employee shall pay both the City's premium and employee's premium, if any, during this period.

### **D. UNIFORM ALLOWANCE**

The City shall provide for new employees covered under this contract upon hire, uniform items consisting of: two long sleeved shirts; two short sleeved shirts; two pairs of pants; one winter coat and body armor.

New hires shall be allowed to receive from the city, a loan for the amount needed to buy the required uniform and equipment not to exceed \$600.00 in addition to what is provided by the City at zero percent (0%) interest rate, with the loan to be repaid from the uniform allowance in its entirety until the loan is repaid in full.

All employees covered by this agreement shall be designated as uniformed officers for the City. The City shall provide a uniform allowance to be paid at the rate of Twenty Five Dollars (\$25.00) per pay period per employee. The City shall provide to each employee covered by this agreement: brass, handcuffs, whistle, nightstick, case, flashlight, batteries for flashlight, a weapon, ammo clips and a belt.

The City shall replace body armor for each officer upon the failure of their body armor. A rotating schedule of replacement shall also be set up so that the body armor shall be replaced one time every five years by the City. The body armor shall be worn at all times by the employees while on duty unless a specific duty assigned, shall not require that the body armor be worn, and such exception to the mandatory wearing of body armor shall be signed specifically by the Chief of Police.

### **E. TUITION AND BOOK REIMBURSEMENT PROGRAM**

Tuition and book reimbursement shall be available, subject to the following restrictions, for the purpose of enhancing the knowledge and skills of employees to better perform their current duties:

1. **Qualification Process.** The determination of whether a request qualifies for the tuition reimbursement program shall be made by the Chief of Police based upon the following considerations:
  - a. Is there budget authority?
  - b. Is the book necessary for said course, job related?
  - c. Is there supervisor approval?
  - d. Is the employee requesting reimbursement eligible for other assistance programs?
2. **Approval Process.** To receive tuition reimbursement, the employee must submit a "Tuition Request Form", which shall contain the qualification information discussed above, as well as the employee's financial request prior to beginning the course. Reimbursement approval is limited as follows:
  - a. Base tuition and necessary books only. No reimbursement shall be allowed for other fees.
  - b. If the employee is eligible for other assistance programs, the City will provide secondary benefits only.
3. **Reimbursement Process.** Any employee requesting tuition reimbursement shall submit a grade report indicating a "B" or higher, and the tuition request form to the Chief of Police for inclusion in the next payroll period.
4. **Service Requirement.** Tuition reimbursement is available to regular status employees.
5. **Eligibility Requirements.** Tuition reimbursement shall be limited as follows:
  - a. Less than two (2) years of service: \$ 300.00
  - b. Two (2) to Five (5) years of service: \$ 600.00
  - c. Five (5) to Ten (10) years of service: \$2,000.00
  - d. Over ten (10) years of service: \$3,000.00

Said amounts are to be approved annually from October 1 through the end of the following September.

## **F. CAFETERIA PLAN**

The City agrees to maintain a pre-tax contribution plan for medical and hospitalization insurance as long as said plan is generally maintained for employees of the City. The employees covered by this contract shall be allowed to utilize said plan.

The City also agrees to maintain a cafeteria plan for health care reimbursement and dependent care assistance, and allow the employees covered by this contract to utilize such plan as long as such plan is maintained for city employees of the City of Grand Island.

#### **G. EMPLOYEE ASSISTANCE PROGRAM**

The City agrees to allow the employees covered by this contract access to the Employee Assistance Program, as long as the City maintains such program.

### **ARTICLE XX SENIORITY**

#### **A. CONTINUOUS SERVICE**

Seniority shall be based on continuous length of service in a classification without a break or interruption; provided, that any suspension for disciplinary purposes, absence on authorized leave with pay, absence on authorized leave without pay, or lay-off for thirty (30) calendar days or less, shall not constitute a break of interruption of service within the meaning of this Article.

#### **B. DATE OF ENTRY**

Seniority shall commence from the date an employee enters a classification.

#### **C. LIST**

A list of employees arranged in order of seniority by classification shall be maintained and revised and updated as is necessary.

#### **D. SAME DATE OF ENTRY**

Where two or more employees in the same classification were appointed on the same date, their seniority standing shall be determined by the Police Chief at that time and the individuals so notified.

#### **E. SHIFT VACANCY ASSIGNMENT**

Seniority shall be a primary consideration in granting employees preference relative to shift assignments when filling a vacancy. It is understood that the Chief of Police, in the best interests of the operation of the Police Department, shall retain all authority to make assignments as required to properly staff the Police Department and may reassign an officer to another shift.

#### **F. HIGHER CLASSIFICATION PREFERENCE**

When two or more employees are promoted to a new classification from different classifications, the employee promoted in the higher classification shall be senior.

## **G. DAYS OFF VACANCY ASSIGNMENT**

Seniority shall be a consideration in the assigning of days off when filling a classification vacancy. Seniority shall not be used to change established work schedules.

## **ARTICLE XXI BILINGUAL PAY**

Eligible employees proficient in an approved second language shall be paid One Thousand Dollars (\$1,000.00) per calendar year, such pay to be included in the second paycheck in November. The Chief of Police shall determine which languages are “approved” based upon the needs of the department as they relate to the population make-up of Grand Island.

A test shall be developed by the Human Resources Department to test the proficiency of the employee in each approved language before an employee is eligible for bilingual pay.

## **ARTICLE XXII HEALTH INSURANCE COMMITTEE**

The City agrees to establish and maintain an employee advisory committee to aid in obtaining health and dental insurance.

## **ARTICLE XXIII SAFETY COMMITTEE**

### **A. MEMBERS**

There shall be a joint committee established, effective the date of ratification of this agreement, consisting of three (3) representatives of the City and three (3) members of the bargaining unit selected by the F.O.P. who shall, at regular intervals, meet to discuss safety problems, and if necessary, tour the premises. The first chairperson of said committee shall be a member of the F.O.P., said position thereafter to rotate annually between the City and the F.O.P.

### **B. SUBJECTS**

All questions relating to safety, including equipment and procedures shall be considered proper subjects for discussion.

### **C. COMMON CONCERN**

It is agreed by the parties that the question of safety is a common concern and to this end the parties agree to use all reasonable means of protecting the health and welfare of all employees.

## **D. ADMINISTRATIVE REVIEW**

The recommendations of the safety committee shall be forwarded to the Chief of Police for review and consideration. The Chief of Police shall provide a response to such recommendations to both the Chief Administrative Officer of the City and the members of the safety committee within twenty (20) working days of receipt of the recommendation. An additional ten (10) working days will automatically be granted upon written request for additional time to respond. If no response has been made after the additional ten (10) days has elapsed, an F.O.P. representative on the committee may directly contact the Chief Administrative Officer for further action.

## **ARTICLE XXIV MANAGEMENT RIGHTS**

### **A. COLLECTIVE BARGAINING**

The City has endorsed the practices and procedures of collective bargaining as an orderly way to conduct its relations with this group of employees, provided, that the City, acting through its chief administrative officer of the City, retains the right to effectively operate in a reasonable and efficient manner to serve the best interests of all the citizens of the City.

### **B. RESERVED RIGHTS**

Except where limited by express provisions elsewhere in this agreement, nothing in the agreement shall be construed to restrict, limit, or impair the rights, powers and the authority of the City as granted to it under the laws of the State of Nebraska and City ordinances. These rights, powers and authority include, but are not limited to the following:

1. Discipline or discharge for cause whether arising under this agreement or City work rules.
2. Direct the work force.
3. Hire, assign or transfer employees.
4. Determine the mission of the City.
5. Determine the methods, means, number of personnel needed to carry out the City's mission.
6. Introduce new or improved methods or facilities.
7. Change existing methods or facilities.
8. Relieve employees because of lack of work.
9. Contract out for goods or services.

10. The right to classify jobs and to allocate individual employees to appropriate classifications based upon duty assignments. The City will not abolish or change any bargaining unit classifications for the purpose of depriving the bargaining unit employees of their benefits under this agreement.

### **C. SCOPE OF NEGOTIATIONS**

The parties acknowledge that they have had the opportunity to present and discuss proposals on any subject which is, or may be, subject to collective bargaining.

### **D. MATTERS NOT SPECIFICALLY MENTIONED**

Any and all matters not specifically mentioned in this agreement are reserved to the City. Such matters reserved to the City shall not be subject to grievance proceedings or negotiation during the life of this contract.

### **E. CHIEF ADMINISTRATIVE OFFICER**

All industrial relation functions of the City shall be handled by the chief administrative officer of the City or designated representative. The F.O.P. agrees that it shall deal with the City only through the chief administrative officer of the City or designated representative.

## **ARTICLE XXV GENERAL PROVISIONS**

### **A. F.O.P. CREDENTIALS**

No representative of the F.O.P. shall be permitted to come on any job site of the City for any reason without first presenting his/her credentials to the chief administrative officer of the City, Police Chief, or authorized representative, and obtaining permission.

### **B. F.O.P. SOLICITATION**

The F.O.P. agrees that it or its members will not solicit membership in the F.O.P. or otherwise carry on F.O.P. activities during working hours or on City property, except with the written permission of the police Chief and or City Administrator.

### **C. DISCRIMINATION**

The City agrees not to discriminate against any employee on the basis of race, creed, color, sex, age or national origin, as provided by law.

#### **D. F.O.P. INTERFERENCE**

The City and the F.O.P. agree not to interfere with the right of employees to become or not to become members of the F.O.P., and further that there shall be no discrimination or coercion against any employee because of F.O.P. membership or non-membership.

#### **E. FOP BULLETIN BOARD**

The City shall permit the FOP to use one bulletin board designated by the Chief of Police for posting of FOP meetings and elections, reports of FOP committees and other notices or announcements that would be of benefit or of interest to the employees.

Posted materials shall not contain anything discriminatory or reflecting adversely upon the City or any of its employees. Any violation of this provision shall entitle the City to cancel immediately this provision of this Article and prohibit the FOP's further use of the bulletin board.

### **ARTICLE XXVI STRIKES AND LOCKOUTS**

#### **A. STRIKES**

Neither the F.O.P. nor any officers, agents, or employees will instigate, promote, sponsor, engage in, or condone any strike, slowdown, concerted stoppage of work or any other intentional interruption of the operations of the City, regardless of the reason for so doing. The F.O.P. shall attempt in good faith at all times to keep its members on the job during periods of negotiations and hearings for the settlement of grievances. If employees strike or in any manner slow down or stop work without F.O.P. authorization, the F.O.P. shall notify the City of the facts involved with the incident. Any or all employees who violate any of the provisions of this Article without F.O.P. sanction may be summarily discharged or disciplined by the City. Such discharge or discipline shall not be subject to grievance proceedings under any circumstances.

#### **B. LOCKOUTS**

The City will not lock out any employee during the term of the agreement as a result of a labor dispute with the F.O.P.

### **ARTICLE XXVII DURATION OF CONTRACT**

#### **A. EXPIRATION**

This agreement shall be effective upon signature by both parties hereto, October 1, 2011 and shall continue in effect until midnight, September 30, 2013. If a new and substitute agreement has not been duly entered into prior to the expiration date, all economic terms of the agreement shall continue in full force and effect unless modified in accordance and by implementation of the final offer of the City, or until a new agreement is reached, the Nebraska

Commission of Industrial Relations (CIR) has made a determination, or the Nebraska Supreme Court has made a decision on appeal from any CIR decision, whichever of the above may be the first to occur.

## **B. NEGOTIATIONS FOR NEW AGREEMENT**

The F.O.P. will contact the City to begin negotiations for a new agreement to take effect upon the termination of this agreement may begin any time after January 1, 2013 but no later than February 1, 2013 and must be completed by May 30, 2013 for budget preparation purposes.

## **C. CONTRACT NEGOTIATIONS**

Upon notification by either party, the parties shall mutually agree upon the time and place for the first negotiating session. Subsequent sessions shall be set by mutual agreement. Agreement in the setting of negotiating sessions shall not be unreasonably withheld by either party.

## **ARTICLE XXVIII SEVERABILITY**

If any of the provisions of this agreement are subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statute or ordinances, all other provisions of this agreement shall remain in full force and effect for the duration of this agreement.

## **ARTICLE XXIX SCOPE OF AGREEMENT**

### **A. COMPLETE AGREEMENT**

The parties mutually agree that this agreement constitutes the entire agreement and understanding concerning all proper subjects of collective bargaining for the duration of the agreement between the parties and supersedes all previous agreements. This agreement shall not be modified, altered, changed or amended in any respect unless in writing and signed by both parties. There are no oral agreements nor is this agreement based upon any oral representation covering the subject matter of this agreement.

### **B. INTERPRETATION**

This agreement has been executed in accordance with the statutes and the laws of the State of Nebraska and the United States of America, and any dispute, disagreement, or litigation arising under this agreement shall be adjudged in accordance with the statutes and laws of the State of Nebraska and of the United States of America.

## **C. NEGOTIATIONS**

The parties agree that the negotiations preceding the signing of this agreement included negotiations on all proper subjects of bargaining and that all negotiations were conducted in accordance with all applicable federal and state requirements.

### **ARTICLE XXX C.I.R. WAIVER**

As a result of negotiations, and in consideration of this entire collective bargaining agreement, the F.O.P., on behalf of all of its members, hereby knowingly, intelligently, and voluntarily waives its right to file any proceedings with the Nebraska Commission of Industrial Relations alleging lack of comparability with respect to any wages, fringe benefits or any other conditions of employment with respect to the time period between October 1, 2011 through September 30, 2013. The parties specifically agree that this waiver does not pertain to claims, actions, or suits brought pursuant to Neb. Rev. Stat. §48-824 and §48-825.

### **ARTICLE XXXI NON-DISCRIMINATION**

#### **A. PROHIBITION OF DISCRIMINATION**

All provisions of this agreement shall be applied equally to all employees in the bargaining unit without discrimination as to sex, race, religion, color, creed, protected age, disability, veteran status, national origin, political affiliation, union or non-union membership.

#### **B. GENDER REFERENCES**

All references to employees in this agreement designate both sexes, and whenever the male or female gender is used, such term shall be construed to include both male and female employees.

#### **C. A.D.A. COMPLIANCE**

In order to allow the City to deal directly with disabled employees and to maintain confidentiality as required by the Americans with Disabilities Act, the Union hereby waives its right to object to the City's good faith efforts to comply with the Americans with Disabilities Act with respect to employees in the bargaining unit. This waiver shall include, but is not limited to, the City's direct dealing with employees in the bargaining unit with respect to accommodations, and the obligation of the City to maintain confidentiality with respect to medical conditions or medical histories of employees in the bargaining unit.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the \_\_\_\_\_ day of \_\_\_\_\_, 2011.

**GRAND ISLAND LODGE NO. 24 OF THE  
FRATERNAL ORDER OF POLICE,**

By: \_\_\_\_\_  
Jarret Daugherty, President, Lodge No. 24

**CITY OF GRAND ISLAND, NEBRASKA,  
A Municipal Corporation,**

By: \_\_\_\_\_  
Jay Vavricek, Mayor

Attest: \_\_\_\_\_  
RaNae Edwards, City Clerk

# EXHIBIT A

## October 10, 2011

POLICE OFFICER		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
6005	Hourly	17.8037	18.5650	19.3590	20.1868	21.0501	21.9502	22.8889	23.8677	24.8884
	BiWeekly	1,424.30	1,485.20	1,548.72	1,614.94	1,684.01	1,756.02	1,831.11	1,909.42	1,991.07
	Monthly	3,085.98	3,217.93	3,355.56	3,499.04	3,648.69	3,804.71	3,967.41	4,137.08	4,313.99
	Annual	37,031.80	38,615.20	40,266.72	41,988.44	43,784.26	45,656.52	47,608.86	49,644.92	51,767.82

POLICE SERGEANT		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
6010	Hourly	22.2831	23.1779	24.1087	25.0769	26.0839	27.1314	28.2209	29.3542	30.5330
	BiWeekly	1,782.65	1,854.23	1,928.70	2,006.15	2,086.71	2,170.51	2,257.67	2,348.34	2,442.64
	Monthly	3,862.41	4,017.50	4,178.85	4,346.66	4,521.21	4,702.77	4,891.62	5,088.07	5,292.39
	Annual	46,348.90	48,209.98	50,146.20	52,159.90	54,254.46	56,433.26	58,699.42	61,056.84	63,508.64

# EXHIBIT B

## October 8, 2012

1.75%

POLICE OFFICER		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
6005	Hourly	18.1153	18.8899	19.6978	20.5401	21.4185	22.3343	23.2895	24.2854	25.3239
	BiWeekly	1,449.22	1,511.19	1,575.82	1,643.21	1,713.48	1,786.74	1,863.16	1,942.83	2,025.91
	Monthly	3,139.98	3,274.25	3,414.28	3,560.29	3,712.54	3,871.27	4,036.85	4,209.47	4,389.47
	Annual	37,679.72	39,290.94	40,971.32	42,723.46	44,550.48	46,455.24	48,442.16	50,513.58	52,673.66

POLICE SERGEANT		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
6010	Hourly	22.6731	23.5835	24.5306	25.5157	26.5404	27.6062	28.7148	29.8679	31.0673
	BiWeekly	1,813.85	1,886.68	1,962.45	2,041.26	2,123.23	2,208.50	2,297.18	2,389.43	2,485.38
	Monthly	3,930.01	4,087.81	4,251.97	4,422.73	4,600.33	4,785.08	4,977.22	5,177.10	5,384.99
	Annual	47,160.10	49,053.68	51,023.70	53,072.76	55,203.98	57,421.00	59,726.68	62,125.18	64,619.88

RESOLUTION 2011-161

WHEREAS, an employee group at the City of Grand Island's Police Department is represented by the Fraternal Order of Police #24, and

WHEREAS, representatives of the City and Fraternal Order of Police, #24 met to negotiate a labor agreement, and

WHEREAS, an agreement was reached with the employee group and a labor agreement has been presented to City Council for approval,

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor is hereby authorized to execute the Labor Agreement by and between the City of Grand Island and the Fraternal Order of Police #24, for the period of October 1, 2011 through September 30, 2013.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, on June 28, 2011.

\_\_\_\_\_  
Jay Vavricek, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form	☐ _____
June 24, 2011	☐ City Attorney



# City of Grand Island

Tuesday, June 28, 2011

Council Session

## Item I5

**#2011-162 - Consideration of Approving a Resolution Authorizing the Operation of the City Dewatering Wells**

Staff Contact: John Collins, Public Works Director

# **Council Agenda Memo**

**From:** John Collins, Public Works Director

**Meeting:** June 28, 2011

**Subject:** Approving a Resolution Authorizing the Operation of the City Dewatering Wells

**Item #'s:** I-5

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

## **Background**

On December 21, 1998 the City entered into an agreement with the Central Platte Natural Resources District (CPNRD), which provided for the installation of test and monitoring wells. These wells were placed in the following areas, Cambridge Road, Sun Valley Avenue, and Phoenix Avenue, and allowed for studying the success of lowering groundwater levels.

Olsson Associates was the consulting engineering firm selected to conduct the study. The study recommended the installation of a series of vertical wells and a pipeline to carry the water to the Platte River. The study was completed in September 2000 and estimated the cost for the construction at \$13,063,000, with an annual cost to amortize these improvements at \$1,233,100. The annual operation and maintenance costs were estimated at \$341,000.

The agreement dated, December 21, 1998, transferred ownership to the City upon termination, stating: "All personal property and fixtures acquired and used in the demonstration project shall be owned by the District. In the event the demonstration project is terminated and is not superseded by a permanent dewatering project any remaining equipment and fixtures shall become the property of the City...."

The agreement places liability on the City, stating: "All cost of removal of the equipment and fixtures and abandonment and capping of wells shall be part of the actual expenses subject to reimbursement by the City ..."

The City Council authorized this demonstration project for a period not to exceed 36 months, as stated in the agreement: "The Interlocal Cooperation Agreement shall remain in full force and effect during the term of the demonstration project, this being a period not to exceed thirty-six (36) months from the date of execution by the City and District."

The agreement further stated: “In the event the City and District mutually agree that the demonstration project is successful and beneficial for the City and District, the Interlocal Cooperation Agreement may remain in full force and effect pursuant to amendment to be approved and adopted by the parties until superseded by a permanent dewatering project of some nature.” The only amendment made dealt with hiring a consultant, and reiterated the 36 month time limit.

When approving the resolution to approve the report, the City Council deleted 3 paragraphs and part of a fourth to avoid giving any hint that the Council was approving any implementation of the Study’s recommendations. Note that there were several letters published in the Independent indicating that this project was somewhat controversial. Comments attached to the 2007/2008 Dewatering Well Citizen Survey also indicate that this was controversial.

The language of the agreement set a 36 month limit on Public Works for operating these wells, and Council authorization was required to continue beyond the 36 months. For this reason, only specifically granting authorization would have allowed this activity to continue. Public Works was advised by the Legal Department that without authorization activities should cease.

The issue of authorization was presented at the June 7, 2011 Council Study Session, where most of the discussion centered on the benefits of dewatering wells, which was not in question.

Villa Mar Dee Avenue was installed to dewater the area so that water and sewer lines could be constructed, and was meant to be temporary. We can find no records on the installation of the Nevada Avenue well. Authorization is not needed for Public Works to operate these wells, but they are included so that a consistent operations policy can be implemented. Note that Public Works has received a number of calls from groups interested in having the City operate their wells.

## **Discussion**

The issue of the City operating these wells was presented at the June 7, 2011 Study Session. For the Public Works Department to be in compliance a resolution must be approved, authorizing the City to fund these wells if that is the desire of the City Council.

## **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 – note that this is equivalent to directing Public Works to discontinue
5. Direct Public Works to establish Dewatering Districts to fund these facilities
6. Direct Public Works to transfer these facilities to a party within each well's cone of influence.

### **Recommendation**

City Administration recommends that the Council take action on the resolution authorizing funding of the City dewatering wells.

### **Sample Motion**

Move to approve the resolution.

# INTEROFFICE MEMORANDUM

From the



Public Works Department

*Working Together for a  
Better Tomorrow, Today.*

**DATE:** June 22, 2011  
**TO:** John Collins  
**FROM:** Terry Brown  
**RE:** Dewatering Wells replacement costs

---

This memo addresses the cost associated with replacement of the 5 dewatering wells installed by the Central Platte NRD for the groundwater dewatering study. The wells were installed in 1999 and were 5 hp submersible pumps typical to the temporary dewatering wells used during underground utility work. The expected life of a submersible pump is approximately 10-15 years. Public Woks Engineering would assume these wells would need to be replaced and updated to more of a comparable well and pump already found within Public Works. At least two of the wells would need to be relocated to provide legal access for maintenance and installation. The replacement wells, with a much longer lifespan and higher energy efficiency, would consist of a 15 hp turbine pump with 16" casing piping. The estimated costs for replacement range between \$19,000 to \$26,000 for each well. The following table illustrates the three different well installation costs:

	<b>Quote #1</b>	<b>Quote #2</b>	<b>Quote #3</b>
16" casing; 60'	\$47.00'	\$50.00'	\$70.00'
Mobilize	\$500.00	\$750.00	\$2,000.00
6" Turbine 15-20 hp	\$10,750.00	\$8,450.00	\$12,000.00
Pump Panel	\$500.00	\$500.00	\$500.00
Register/Permit	\$200.00	\$230.00	\$200.00
Decommission Exist.	\$500.00	\$600.00	\$1,000.00
10% Electrical	\$1,500.00	\$1,350.00	\$1,990.00
OmniSite Crystal Ball	\$3,350.00	\$3,350.00	\$3,350.00
5% Contingency	\$840.00	\$750.00	\$1,100.00
<b>Total</b>	<b>\$20,960</b>	<b>\$18,980</b>	<b>\$26,340</b>

The wells installed for the CPNRD study had a very basic on/off control panel which would need to be upgraded to a municipal control/tracking remote management system. An OmniSite Crystal Ball remote wireless system would cost \$3,350 per well. This system would allow the Public Works Department to control and monitor the operation of the dewatering wells at all times. An additional annual \$276 per well (\$1,380 total for 5 wells) for data service would need to be included.

To help monitor the groundwater levels and help determine the controls of the dewatering wells, the Public Works Department would recommend adding remote monitoring to 12 of the 39 monitoring wells in the city. A solar power remote recording unit is estimated to cost \$6,550 for a total of \$78,600 for the twelve monitoring locations. The annual data service would be estimated at \$240 for twelve monitoring locations.

At least two of the existing dewatering wells discharge groundwater to unlined drainage ditches. An estimated 5,800 lf of drainage ditches would need to be lined to help with maintenance of the ditches because of the continued flow of water. An estimated amount for the concrete lining would be \$220,000.

The electrical service bill annual range for these wells depends on the duration of time they are in use. An estimated cost based on the last 5 year utility records would range between \$10,000 to \$17,000 per year for the five wells.

<b>Total replacement costs:</b>	\$100,000 for 5 replacement wells
	\$80,000 for monitoring well upgrades
	<u>\$220,000 for concrete lining of drainage ditches</u>
	<b>\$400,000</b>

<b>Annual operational costs:</b>	\$520 annual cost for data service
	\$10,000 to \$17,000 annual cost for electrical service
	*Annual Maintenance has not been included

**JOINT CITY-NRD GROUND WATER DEWATERING PROJECT**

**INTERLOCAL COOPERATION AGREEMENT  
BY AND BETWEEN THE CITY OF GRAND ISLAND  
AND CENTRAL PLATTE NATURAL RESOURCES DISTRICT**

THIS AGREEMENT is made on December 21, 1998 by and between the CITY OF GRAND ISLAND, NEBRASKA, a Municipal Corporation (City) and CENTRAL PLATTE NATURAL RESOURCES DISTRICT, a Political Subdivision (District).

1. STATEMENT OF PURPOSE. The purpose of this Interlocal Cooperation Agreement is to carry out a Demonstration Ground Water Dewatering Project in the City and to outline the respective responsibilities and duties of the City and District in connection with the project.

2. DISTRICT'S RESPONSIBILITIES AND DUTIES. The District's responsibilities and duties shall include:

- a. Planning, designing, administering, supervising and implementing the demonstration project.
- b. Acting as the "contracting agency" for the demonstration project.
- c. Informing the City on an ongoing basis of the data generated from and the status of the demonstration project.
- d. Establishing and maintaining a project budget.

3. CITY'S RESPONSIBILITIES AND DUTIES. The City's responsibilities and duties shall include:

- a. Reimbursement of the District for its actual expenses incurred in connection with the demonstration project including equipment and fixture purchases and installation, repair, maintenance, operation and removal of the same.

- b. Supplying electrical power and storm water sewer and drainage facilities for the demonstration project.
- c. Keeping the District informed concerning the City's analysis and conclusions concerning the demonstration project.

4. DURATION. This Interlocal Cooperation Agreement shall remain in full force and effect during the term of the demonstration project, this being a period not to exceed thirty-six (36) months from the date of execution by the City and District. The Interlocal Cooperation Agreement may be terminated earlier by either party notifying the other in writing of its intention to terminate participation in the project not less than thirty (30) days following mailing of said notification.

In the event the City and District mutually agree that the demonstration project is successful and beneficial for the City and District, this Interlocal Cooperation Agreement may remain in full force and effect pursuant to amendment to be approved and adopted by the parties until superseded by a permanent dewatering project of some nature.

5. ACQUISITION, OWNERSHIP AND DISPOSAL OF PROJECT PROPERTY. All personal property and fixtures acquired and used in the demonstration project shall be owned by the District. In the event the demonstration project, is terminated and is not superseded by a permanent dewatering project any remaining equipment and fixtures shall become the property of the City and may either be left in place at the various demonstration project sites or removed, whichever is mutually agreeable to the parties. All costs of removal of the equipment and fixtures and abandonment and capping of wells shall be part of the actual expenses subject to reimbursement by the City pursuant to paragraph 3a above.

6. SEPARATE ENTITY. The parties agree that separate entity is created by this Interlocal Agreement.

7. CHOICE OF LAWS. This Interlocal Agreement shall be construed in accordance with the laws of the State of Nebraska including, but not limited to, the Interlocal Cooperation Act, Neb. Rev. Stat. §13-801 et seq., as amended.

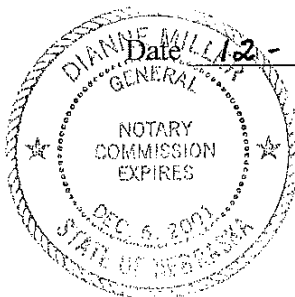
8. ENTIRE AGREEMENT. This Interlocal Agreement shall constitute the entire agreement between the City and District relating to the proposed Demonstration Groundwater Dewatering Project and may be amended only in writing duly approved and adopted by the respective parties.

9. EFFECTIVE DATE. This Interlocal Cooperation Agreement shall be effective upon approval by the Mayor and City Council of the City and the Board of Directors of the District and execution by the parties' respective executive officers.

**CENTRAL PLATTE NATURAL RESOURCES DISTRICT**

By *Richard Mercer*  
RICHARD MERCER, Chairman

Attest: *John Tarrell*  
JOHN TARRELL, Secretary



Date 12-17-98

**CITY OF GRAND ISLAND, NEBRASKA**

By *Ken Gnadt*  
KEN GNADT, Mayor

Attest: *Cindy K. Johnson*  
CINDY K. JOHNSON, City Clerk

Date 12/23/98

The contract is in due form according to law and hereby approved.

*Charles Rogers*  
Attorney for the City

Date 12-28-98

**JOINT CITY-NRD GROUND WATER DEWATERING PLAN  
AMENDMENT TO  
INTERLOCAL COOPERATIVE AGREEMENT  
BY AND BETWEEN THE CITY OF GRAND ISLAND  
AND CENTRAL PLATTE NATURAL RESOURCES DISTRICT**

THIS AMENDMENT AGREEMENT is made on October 25, 1999  
by and between the CITY OF GRAND ISLAND, NEBRASKA, a Municipal  
Corporation (City) and CENTRAL PLATTE NATURAL RESOURCES DISTRICT,  
a Political Subdivision (District).

1. **STATEMENT OF PURPOSE.** The purpose of this Amendment to the Interlocal Cooperation Agreement dated December 21, 1998 is to secure the services of a consultant to provide engineering services to plan a de-watering system for those parts of the City of Grand Island where water tables can rise to a level that allows water to enter basements. The proposed engineering services would include a preliminary plan for the location of wells or other de-watering works (tile drains, etc.); and alternatives available for the accumulation, transport and disposal of the excess ground water.

2. **DISTRICT'S RESPONSIBILITY AND DUTIES.** The District's responsibilities and duties shall include:

- a. Act as the "contracting agency" for the planning project.
- b. Provide three (3) members to an evaluation/selection team to review proposals and select a firm.
- c. Provide fifty percent (50%) of the funds for the engineering services, not to exceed \$50,000.00 (50% of \$100,000.00).
- d. Advance the balance of funds for the engineering services, subject to reimbursement by the City as provided below.

3. **CITY'S RESPONSIBILITY AND DUTIES.** The City's responsibilities and duties shall include:

- a. Provide four (4) members to an evaluation/selection team to review proposals and select a firm.
- b. Reimbursement of the District for fifty percent (50%) of actual expenses incurred in connection with the engineering services for the first \$100,000.00 total cost and 100% of all costs over \$100,000.00.

4. DURATION. This Amendment to the Interlocal Cooperation Agreement shall remain in full force and effect during the term of the planning period, this being a period not to exceed thirty-six (36) months from the date of execution by the City and District or the termination of the Interlocal Cooperative Agreement dated December 21, 1998, whichever is earlier. The Interlocal Cooperation Agreement may be terminated earlier by either party notifying the other in writing of its intention to terminate participation in the project not less than thirty (30) days following mailing of said notification.

5. SEPARATE ENTITY. The parties agree that separate entity is created by this Interlocal Agreement.

6. CHOICE OF LAWS. This Amendment to the Interlocal Agreement shall be construed in accordance with the laws of the State of Nebraska including, but not limited to, the Interlocal Cooperation Act, Neb. Rev. §13-801 et seq., as amended.

7. ENTIRE AGREEMENT. This Amendment to the Interlocal Agreement shall constitute the entire agreement between the City and District relating to the proposed Engineering Services and may be amended only in writing duly approved and adopted by the respective parties.

8. EFFECTIVE DATE. This Amendment to the Interlocal Cooperation Agreement shall be effective upon approval by the Mayor and City Council of the City and the Board of Directors of the District and execution by the parties' respective executive officers.

**CENTRAL PLATTE NATURAL RESOURCES DISTRICT**

By Charles B. Bica Date Sept 23, 1999  
CHARLES BICAK, Chairman

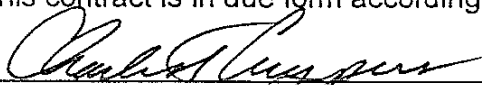
Attest: John Tarrell  
JOHN TARRELL, Secretary

**CITY OF GRAND ISLAND, NEBRASKA**

By Ken Gnadt Date October 25, 1999  
KEN GNADT, Mayor

Attest: Cindy K. Johnson  
CINDY K. JOHNSON, City Clerk

This contract is in due form according to law and hereby approved.

  
\_\_\_\_\_  
Attorney for the City

Date 10-26-99

# **2007/2008 Dewatering Well Citizen Survey**

1. Survey Results
2. Survey Responses
3. Survey Comments

## Groundwater Survey

Surveys Sent November 2007

Surveys Sent out	6,799
*Surveys Returned Undelivered	919
Actual Surveys Delivered	5,880
Responded to Survey	1,559
Response Rate (responded/actual)	26.51%

\*Surveys sent to vacant lots

### Responded to Survey

Question 1.	Do you have a basement?	
a.	Response that have a basement (yes)	1,218
b.	Response that Don't have a basement (no)	341
	Total surveys responded	1,559
Question 2.	Do you currently have groundwater intrusion problems in your basement?	
a.	Response that currently have water in basement (yes)	138
b.	Response that do not currently have water in basement (no)	1,075
	Answered this question	1,213
Question 3.	Have you had groundwater intrusion problems in your basement in the past?	
a.	Response that had water in past with a basement (yes)	498
b.	Response that had not had water in past with a basement (no)	693
	Answered this question	1,191
Question 4.	Have you taken measures to mitigate groundwater intrusion?	
a.	Taken measures to mitigate intrusion (yes)	322
b.	Not taken measures to mitigate intrusion (no)	207
	Answered this question	529
Question 5.	Have your mitigation measures worked?	
a.	Mitigations measures worked for intrusion (yes)	206
b.	Mitigation measures have not worked for intrusion (no)	91
	Answered this question	297

Microsoft Access

File Edit View Insert Format Records Tools Window Help

Type a question for help

**Flooded Basements**

Comment

	Yes
I am opposed to the City taking any action.	<input type="radio"/>
Home was built with measures taken because of known water problems.	<input type="radio"/>
All we have is a crawl space.	<input type="radio"/>
We have filled in or are going to fill in basement.	<input type="radio"/>
Never had a problem.	<input type="radio"/>

First Name: Cheryl  
 Last Name: Triplett  
 Address: 4004 W/ Fardley Ave  
 ZIP Code: 68601  
 Phone Number: 381-1495  
 Email:

NUM

Form View

start Deleted Items - Micro Steven Riche - Calen MapSite 5.0: Land 5 Microsoft Access 1:53 PM

# CITY OF GRAND ISLAND

October 29, 2007

Dear Resident

The issue of high water tables and groundwater intrusion into basements has a long history in Grand Island. It is for this reason that the City of Grand Island has commissioned the attached survey.

Please have the appropriate member of the household spend a few minutes to answer all the questions and return the survey with your utility bill or mail to the return address. Your answers will help us to fully define the extend of ground-water problems and the impact on your household and neighborhood.

Your participation in this survey is very important – especially since your household is one of only 4,500 households being surveyed. If you have any questions about this survey, please call Grand Island Public Works Department at (308) 385-5444 Ext. 260 or email us at [publicworks@grand-island.com](mailto:publicworks@grand-island.com).

Thank you for your help and participation.

Respectfully,

Jeff Pederson

City Administrator

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

Out Here

## Ground Water Survey

### City of Grand Island

Please check the response that most closely represents your belief for each questions.

Do you have a basement?

☐ Yes ☐ No

Do you currently have groundwater intrusion problems in your basement?

☐ Yes ☐ No

Have you had groundwater intrusion problems in your basement in the past?

☐ Yes ☐ No

Have you taken measures to mitigate groundwater intrusion?

☐ Yes ☐ No

Have the mitigation measures worked?

☐ Yes ☐ No

Comments:

\_\_\_\_\_  
\_\_\_\_\_

First Name

Last Name

Address \*

Zip\*

Phone Number

Email Address

\*Required Information

Our basement had groundwater come up through the floor of 1 room this summer but would have probably in all the rooms except that most of the neighbors were pumping continuously (next door they had 2 hoses coming out of their basement). Our basement was completely finished when we moved here in 1983 but have had to remove the carpet at least 3 times through the years, and the last time did not even put any back down. So now the basement just has a cement floor and is basically unusable as a living space, mainly just used for storage. I would like to sell in a few years but am afraid no one will want to buy it because of the water problems. I would like to buy a condo but any newer ones that I look at have full finished basements--I don't want to go through all this again, and worry each time it rains. I am considering moving out of town because there is not much available. It seems like all the new houses being built in the northwest area also have finished basements. With the history of groundwater problems in that area it's like a disaster waiting to happen. It's going to be difficult to get new people to move to G.I. when they learn of the water issues.

*Why do the building codes even allow full basements in this city with its high water table (especially northwest G.I.)? All houses should only have crawl spaces, then there would be no problems.* 2530 Stagecoach Rd.

11-18-07

There been here over 30 yrs.  
no water problem until, you  
took all the water from  
Capital Heights & put it in  
a detention cell between 381  
& sold an capital case that  
was a big mess for all  
basement out here. Taking  
been done, you take us to  
we're going to be that, &  
you did the south side.  
We took it into our own  
hands & put in a pump.  
The mess down when the  
water will come in, our  
basement is of no use  
to us.

O'Flannagun

no house # given.

There is no way there is enough room on your small sheet to voice my opinion. We bought a house (many years ago) that was known NOT to have water problems. We have a basement but it is not one of the deep ones that have become so popular.

Why were the houses with basements EVER allowed to be built in an area that was known to be a "slough"? This is totally beyond my reasoning. Perhaps the developers should come in and take responsibility for their error. But they, like the city officials that were in office at that time, are no longer around. They made a profit and left.

We have lived at our address for 35 years and have watched as houses were built in places we knew the water would settle. I'm sure there were some "engineering" studies that showed us to be wrong.

In the time being we have managed to fight our way through many turbulent times with the City of Grand Island.

I think your bottom line is to try to talk all of us into paying for someone else's mistake. My husband & I have spent a small fortune to work out all our problems with the city of GI (considering we were in Hall County when we moved here - not the City of GI). The very latest being the sidewalks we were forced to put in. Yes, they are nice, BUT we paid the whole price for them.

I feel for the people that live the effected area. I'm sure they hate having the water in their basements and I do realize it is caused by the shut down of a well - but again, I ask you why these houses were allowed to be built. Nothing is forever. Things change at the drop of a hat! If the land is in a low area - the land is in a low area - what more can be said? Anyone buying a house in this area should have looked at where it sat!! That would tell you EVERYTHING!

If every GI resident should become responsible for part of the cost of fixing this problem will the City of GI reimburse everyone in my area for the expense spent for sidewalks? Will they reimburse the residents along Stolly Park Road for the widening of the street?

A handwritten signature in dark ink, appearing to be "Connie".

417 W. Capital Ave

11-19-07

My wife and I were instrumental in getting the dewatering district stopped in 1993, that the council had passed. We went house to house and gathered approximately 300 signatures on a petition. If that would have stayed in place at the estimated annual cost, we would have spent over \$20,000 by now for a service that we didn't need.

When we built our home in 1977 we built about two rows of block higher than what was then the average elevation and it didn't cost us any more. We have full 8ft. ceilings in our basement.

How would you ever sell home in an area, when you tell the future buyer that in addition to taxes you had to pay another \$2,000 a year to keep your neighbors basement dry.

Don't try to fool mother nature.

Jay Determan

4248 Manchester

A handwritten signature in cursive script that reads "Jay Determan". The signature is written in dark ink and is positioned below the printed name and address.

We purchased our home in the spring of 1979. At the time of purchase, there was a sand point well (that we were told was used for watering the lawn), and a sump pump. The basement was unfinished, so the following spring when we noticed some moisture coming through the cracks, we were not too alarmed. We would just keep an eye on the basement every spring and would mop up the water if it became too wet. By 1987 (or 1988), as our boys were growing, we realized that we had a need for more living space, so we hired B-Dry from Omaha to install a dewatering system, which included breaking up the concrete and installing pipes all around the perimeter of our basement and several laterals across, which were then hooked into our existing sump system. After a years time when we realized that a damp basement was no longer a yearly event, we proceeded to completely finish our basement into living space.

In May of 2005, when we received the 7-9 inches of rain overnight, during which our sewer backed up, we experienced 15-17 inches of waste and groundwater in our basement. After cleanup and drying out, we tried to make our basement useable again. At this time we did not carpet because of the dampness. We tried an epoxy paint, but because of the dampness, it is now chipping and peeling. Area rugs that we layed down have had to be rolled up to prevent mold and mildew from growing. Fans have had to be run constantly to keep the areas as dry as possible. We are constantly finding areas of mold. Our basement is no longer place which can be used for anything other than storage and laundry.

We need help. We feel that if the city is not going to take action to alleviate the problem, we should, at the very least, have our property taxes decreased because of the decreased use of our basements. We appreciate the fact that you are at least appear to be looking into our situation; but please, don't let this process drag out into years and years of "studying" the problem. We need action now!

Vern Rempe  
1739 South Arthur  
Grand Island, NE 68803  
308-381-1864

Dear Mr. Pederson:

I suggest This query was  
poorly Executed, poorly  
formatted, lacked quality,  
and questionable in Value  
due to whom it was mailed  
and the number printed.

Respectfully

Resident In Hall,  
Land owner Merrick  
R.W.

# Groundwater Survey

City of Grand Island

Please check the response that most closely represents your belief for each question.

Do you have a basement?

☒ Yes ☐ No

Do you currently have groundwater intrusion problems in your basement?

☐ Yes ☒ No

Have you had groundwater intrusion problems in your basement in the past?

☒ Yes ☐ No

Have you taken measures to mitigate groundwater intrusion?

☒ Yes ☐ No *Should point in field 1998 - in test well*

Have the mitigation measures worked?

☐ Yes ☒ No *by duplicate*

Comments:

*Basement 8 yrs - has some water couple of years just leakage - 2007 has been pretty bad w/ both basement being 1-3 inches of water 3 times during the year - (over)*

First Name Shirley Last Name Nielsen

Address \* 3819-21 Circle Dr Zip \* 68801

Phone Number 381-1356 Email Address shirley.nielsen@565.com  
Cell 380-4443

\*Required Information

3) Believe that severe frosts  
caused the problems in 2007

1) of course, the rainfall

2) Shortening of Rembrandt's  
being allowed to develop to  
build, denoting that water  
to Buntwood which is  
higher than our area.

3) Several wells being  
exposed thereby allowing  
water levels to rise  
more than other years  
before the drying

4) Retention cells in Shady  
Park have been filled  
each time we flooded &  
sometimes the retention  
cells have overflowed.

5) The lake behind us to  
the South has been full  
for the first time this  
year - The lake is  
much higher than our  
area -

Shirley A. Nelson

## Groundwater Survey

City of Grand Island

Please check the response that most closely represents your belief for each question.

Do you have a basement?

☒ Yes ☐ No

Do you currently have groundwater intrusion problems in your basement?

☐ Yes ☒ No

Have you had groundwater intrusion problems in your basement in the past?

☒ Yes ☐ No

Have you taken measures to mitigate groundwater intrusion?

☒ Yes ☐ No

Have the mitigation measures worked?

☐ Yes ☒ No

Comments:

We just moved in here May 2007.

there is a beaver system. We  
have had water 3 times since  
moving in. We did figure out a  
couple of solutions. We are  
sure we will have more problem  
Monday for McCune (see back)

First Name

Last Name

4031 Sacramento Cir. 68803

Address \*

Zip \*

(308) 395-1546 meccne7@msn.com

Phone Number

Email Address

But that I think we can take care of them. The previous owner did a lot of work to solve the problem.

Personal note: I think the city should stop allowing basements in these lower areas of town on new developments. Grand "Island" is just that. The people who move into GI get "stuck" with major problems. We are from the area and at least knew what we were looking for i.e. Beaver System, etc. before we moved to this location.

# Groundwater Survey

City of Grand Island

Please check the response that most closely represents your belief for each question.

Do you have a basement?

☒ Yes      ☐ No

Do you currently have groundwater intrusion problems in your basement?

☐ Yes      ☒ No

Have you had groundwater intrusion problems in your basement in the past?

☒ Yes      ☐ No

Have you taken measures to mitigate groundwater intrusion?

☒ Yes      ☐ No

Have the mitigation measures worked?

☒ Yes      ☐ No

Comments:

*We moved here in 1993 (Summer)*

*No one told us about past*

*ground water problems in Capital*

*Leights. We had problems in*

*93 & 98. After 98 (over)*

*Rick*

*Ewald*

First Name

Last Name

*4182 Norseman Ave 68803*

Address \*

Zip \*

*381-2297*

Phone Number

Email Address

we had to put in a Beaver  
System at a cost of over \$6500.  
After 98, the area experienced  
a drought until this year. Of  
course the City Council looked  
at the issue back in 93-98, and  
then forgot about it until this  
year.

We are not natives of  
this area. We feel that the  
City should not have allowed  
basements to be built, unless  
they were (are) willing to  
help alleviate the problem.

It seems to us, you only  
look at it while it is a problem  
and then ignore it during the  
time action could have taken  
place.

I would be happy to  
meet with you in person,  
if you have or want additional  
information.

# Groundwater Survey

City of Grand Island

Please check the response that most closely represents your belief for each question.

Do you have a basement?

☒ Yes    ☐ No

Do you currently have groundwater intrusion problems in your basement?

☐ Yes    ☒ No

Have you had groundwater intrusion problems in your basement in the past?

☒ Yes    ☐ No

Have you taken measures to mitigate groundwater intrusion?

☒ Yes    ☐ No

Have the mitigation measures worked?

☒ Yes    ☐ No

Comments:

*The reason I have no groundwater problems in my basement is because the city had a RD put in a 300-gallon pump one property east of mine. There would be water in my basement now had this not taken place, I have no sump pumps in my basement.*

First Name

*ROGER*

Last Name

*LINDY*

Address \*

*923 E. Phoenix Ave. 68801*

ZIP \*

*384-5946*

*N/A*

Phone Number

Email Address

11/25/07

to whom if my concern, address the floors, and two months I've lived in Grand Island, I've had water in my basement two or three times when we have had 10" of rain fall. It is bad whether it be 20 inch or 10" in the basement as it causes much damage to any furniture stored there and to drywall, furniture, pictures, water heaters, etc. And the mold and mildew must be cleaned professionally, since they can create a terrible health problem. This can be very expensive and stress full.

When the Burdick Power Plant was the only source of power production in our area, there was no wet basement problems in our area. Since the large leaks used for the water level under ground down to 30' or more, my neighbor, Matt (Island) had records he had kept for years which showed the depth of the water level. This depth was quite quickly as the Burdick plant was replaced by the Coal-Fired plant south of the city. When the water level plant is used sparingly, the pump across (west) from Woods Farm. The pump across water levels.

Spencer Bowl will decrease water levels in our area as much as 4" in a day. (Major tests ordered if turned on to help the water out of our basements in the early 1980s. He was a great leader!) When ARI and the city officials decided to try some test pumps like so intended to have one in our area. It has been a blessing. If pumps 300 gpm into the storm sewer and it will pull the water level down greatly for quite some distance from the pump's location. We have deep basements because the homes were built when the Burdick plant allowed very low water levels under ground.

Many people will fight this cause and honestly I'm tired of some of their self as in correctness. The city is so far that it is in us have safe and healthy environments and which to live, water level regulations are no different in my opinion. I agree no one fire and police department to have them none there, but now great as I was, feel

The system won't run all the time, just during very wet periods, so the cost isn't constant. The past few years the system wouldn't have been used at all. Our 300 gpm pump was turned on in September and the measurement was down to 21" from floor of basement.

November 21, 2008

To: ----- City Hall - Public Works Department - Ground water survey  
100 East First Street - Box 1968  
Grand Island NE 68802

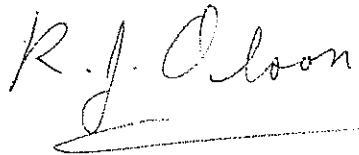
From: ----- R J Olson  
2203 Woodridge Lane  
Grand Island NE 68801

Subject: ----- Ground water survey

Gentlemen:

Attached is your survey sheet, which I am submitting under duress. I have no intention of ever being part of a ground water de-watering district. My, or our house butts right up against the City Cemetery, consequently we are on some of the highest ground of the city. My point is if we have any ground water in our basement a major part of Grand Island will be under water. Take 2203 Woodridge lane out of the district.

Signed: ----- R J Olson ( former Director of Utilities City of Grand Island )

A handwritten signature in cursive script that reads "R. J. Olson". The signature is written in dark ink and is positioned above a horizontal line that serves as a baseline for the signature.

Dear Mr. Peterson,

The groundwater problem was discovered in 1999. So far all the city has done for us, is conduct surveys and hold meetings.

We feel the city has caused our problems by shutting down the 5 city wells. Mr. Mader and Mr. Rhiel have joined together to oppose any simple solution to alleviate our problems. When we would water our lawn last summer, the water level below our house would drop  $\frac{3}{4}$  to 1 inch...at least temporarily. We think that they could turn on city wells for short intervals without moving the plume. The high groundwater may even make the plume more mobile.

Our house is over 50 years old and this is the first time that it has had water. The first time we had ground water in our basement was on May 29, 2007. We had just sold our home and it was to be inspected that day by the buyers. We were shocked when the water appeared and of course, the buyers backed out.

We had to remove and destroy 100 yards of expensive carpet. We had to hire people to remove furniture and possessions from the basement. We are still renting a storage unit (\$50.00 a month). We had to rent a dumpster for the wet carpet and other things that the water destroyed. We had to hire men to remove the carpet and pad. We spent the summer diligently cleaning the perimeters with disinfectant solutions hopefully to prevent mold. (We cleaned daily)

We had a sump pump installed. We ran several floor sumps. Pioneer Blvd. does not have storm sewers so the water has to run out on our once beautiful lawn. The water has come and gone several times since last May 29. We currently do not have water but the sump pump runs every 40 seconds and our "dry" well shows that the water is 7 inches below our basement floor. We have a terraced lot and should not have water.

It is expensive to buy and run dehumidifier, fans, sump pumps, etc; I am an artist and have lost the income because I lost my basement art studio. We didn't get to see our children in Montana because we were afraid to leave home last summer. We are retired folk and should enjoy our twilight years instead of worrying every time a cloud shows up in the sky.

We pay our taxes, have installed sidewalks, we were part of the new water district so we will receive a hefty assessment for that. The first estimate for bringing the new water line to our house from was \$6800. We think this is too high so we will shop elsewhere.

We do not want to advertise the fact that we have had water because we need to sell our home. The acre lot is just too much work for my retired husband who has back problems. (Of course, we will have to disclose our problem to potential buyers but we don't want to publish it in the newspaper!)

I hope something can be done. Dewatering wells or lower the assessed value of our home....

# Groundwater Survey

City of Grand Island

Please check the response that most closely represents your belief for each question.

Do you have a basement?

☒ Yes ☐ No

Do you currently have groundwater intrusion problems in your basement?

☒ Yes ☐ No

Have you had groundwater intrusion problems in your basement in the past?

☒ Yes ☐ No

Have you taken measures to mitigate groundwater intrusion?

☒ Yes ☐ No

Have the mitigation measures worked?

☐ Yes ☐ No

(?) Don't know!!

Comments:

Please see attached

Paper.

First Name

Howie

Last Name

Sto

Address \*

2924 Linn

68803

Zip \*

308-389-9167

Phone Number

Email Address

rljsooto@hamilton.net

\*Required Information

## Comments -

Two years ago we had to add a drain + tile system. We just recently had to add a 2nd pump + additional drain + tile. We have had to replace carpet two times within the last 2 years and have spent over \$20,000. out of pocket in this time period because of this ground-water issue. Both pumps are currently running every 10-15 minutes 24-7 and the additions and changes we have made are an absolute NO guarantee.

This is a Huge problem.  
We would expect the city to take responsibility since this is a city problem.

Thank you.

Louie + Renee Soto  
2924 Lalar Ave.  
68803

# Groundwater Survey

City of Grand Island

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Do you have a basement?

☒ Yes ☐ No

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Have you had groundwater intrusion problems in your basement in the past?

☐ Yes ☒ No

Have you taken measures to mitigate groundwater intrusion?

☒ Yes ☐ No

Have the mitigation measures worked?

☒ Yes ☐ No

Comments:

Depth to water on 11/17/07 was  
8' 8" below the top of our  
foundation - or 1.5' below our  
basement floor - this is the highest  
since 1997

First Name Last Name  
Fred Chondarsky

Address \* Zip\*  
822 E Delaware Ave 68501

Phone Number Email Address  
352.1950

The rise in ground water levels is due to the fact that the city is no longer using many wells for various reasons.

Weather also plays a part in that periods of above normal rainfall contribute to ground water seepage.

What seems to be overlooked is the "missed" of down

sprinkler systems. I see units running after we have had 2-3"

of rain and it's still raining in mid Nov. We saw units

running every other day - or for August - but not Nov.

One inch of excess water on top of the ground can result in a 5" rise in G.W. levels

How to fix this? - education on city TV - lawn care providers

Overwatering can also result in G.W. Contamination of Fert. & Pesticides

# Groundwater Survey

City of Grand Island

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Have you had groundwater intrusion problems in your basement in the past?

☒ Yes ☐ No

Have you taken measures to mitigate groundwater intrusion?

☒ Yes ☐ No

Have the mitigation measures worked?

☒ Yes ☐ No

Comments:

Spent 2 weeks on B-dry system with corrugated pipe under basement floor. Also have decontaminating well on our street which helps immensely for all neighbors.

Sharon Over  
Van Dyke  
Last Name

42416 Nevada Avenue  
Address \*

Zip \*

384-1258

Phone Number

Email Address

When we purchased our home in 1975 we asked the builder and Real Estate representative if there were any groundwater issues.

They said no - this area will not get water.

In 1985 we had water on a portion of our 1st floor for the 1st time.

I don't know the solution but I do feel the deteriorating wells definitely help, HOW EVER, most

people cannot afford another \$100-\$500 on their utility bills for deteriorating. This is insane. Who could even want to purchase a home that had high utility bills due to this purpose.

The City approved bldg in these areas and I think the City should definitely help.

We, as a city, have paid for items in other areas without living in those areas so I

November 26, 2007

We want to express our concern in our area. We bought a lot and built our home. We were the 3<sup>rd</sup> house on the street. There were no homes built adjacent to us. Over the last three years, other homes have been built on our street at different heights out of the ground. Specifically, the house to the west of ours is 1 - 2 feet higher than ours. To the best of our knowledge, the runoff of the subdivision is built to drain down the back of the properties & out to the street. This is what our contractor tried to achieve. Our lot & the two lots to the east of us are now the lowest point on the street. Our lots seem to take on the runoff. To compound the problem, when Craig street was put in, it was also at a higher level than us. All the houses to the south of us are higher & their runoff comes on to our property. On two occasions, we had water in our basement. We had to gut the basement & replace many things. The May 2005 storm broke our window & we had 2 feet of water in the basement. We have spent thousands of dollars putting in drainage, refinishing our basement & re-landscaping to protect our home.

It is frustrating when no one will take responsibility to this problem. The city blames the developer. The developer blames the city. The contractor blames everyone and so on. We do not understand why there are not plans developed for drainage & someone regulating this.

I realize you are surveying ground water problems. Ours is a surface water problem. When you build a \$200,000 home in a new subdivision, you assume that everything, including all planning & development is taken care of accurately.

Please contact us if there are any additional questions.

Kevin & Rosanne Rish  
4067 Allen Ave  
Grand Island NE 68803  
308-384-2976

about May until three weeks ago. When I do have water, we turn on the fans, a dehumidifier and are liberal with putting Clorox in the standing water to prevent a smell or mold growth.

If I had known that I was having a house built in a wetlands area, I certainly would have raised it from the current elevation. However, I was a new resident in town, and the Building Department approved the plans without any comments about potential water problems. Since I did not have any problems in my previous experience with a basement, the thought never even crossed my mind.

I feel that the problem was exacerbated this year because a construction group west of Highway 281 was allowed to pump water into Brentwood Lake all winter long, which raised the water table in the whole Brentwood subdivision abnormally before we received additional rain this past summer. This should have been diverted to the big ditch south of Stuhr Museum instead of to Brentwood, as it taxes the whole city water system. In addition, since rain was plentiful, the farmer who farms the field south of our property did very little irrigating, which normally draws the water table down somewhat.

I would be happy to be on a committee of concerned citizens to work with the city to come to a reasonable solution for this periodic problem.

Sincerely,



Richard Van Zyl

RV/mwk

**Richard Van Zyl  
3111 W Brentwood Blvd  
Grand Island, NE 68801**

November 29, 2007

City of Grand Island  
Utilities Department  
100 E First Street  
PO Box 1968  
Grand Island, NE 68802-1968

Gentlemen,

I recently received a letter from your department regarding the high water table in our community.

My wife and I moved to Grand Island shortly after the tornado, and at that time, there was no housing available at a reasonable price. A year later, we purchased a lot and had a house built. Previously, we lived in Sioux City, IA and Norfolk, NE. We had a basement in both of those communities, and since the weather is a real concern in this area, we decided that we would like a basement as well. We hired some contractors to build the house for us, and they proceeded to do so. I distinctly remember when the house was completed; they told me I should never have any water problems, because my basement was nine inches higher than my neighbor's basement.

Two to three years later, when we had some abnormal rain, I did have some water in my basement, and over the years, periodically have that same problem.

Sometime after having water in the basement, I contacted Bob Molly about a system he had to put in some pumps to keep the water out. However, since I had a poured sidewall with a brick façade, he was not able to seal it and said that he could not help me with the water situation. He also indicated that in the 1967 flood, the entire Brentwood area had three to four feet of water in it. This was the first that I knew that my property was in a very low part of town.

Over the years, I gradually changed the structure of my basement by putting in a false floor, which is about three to four inches above the actual concrete level of the basement. Since that time, I have periodically had water on the basement floor, but not on the second flooring that I built. I had water again this year from

# Ground Water Survey Comment

Address	Comment
	we have a sump pump - partial basement
	If you have a basement in Grand Island it's your problem as ground water has always been high. The City of GI has other things more pressing.
1003 E Bismark Rd	had water in basement during 1967 flood
1003 E Oklahoma Ave	1/2 basement - lived here since 1981
1003 S Plum St	we recently moved to this address from 3306 andrew ave because of basement flooding at 3306 andrew ave. Groundwater is a severe problem in GI.
1005 S Vine St	once the water was 1/2 inch from my basement floor. My neighbor runs his pump & it lowers my water level. My basement was flooded in 1967 before I bought the house in 1968. no flooding since but it came very close about 8 or 10 years ago. Some of those basements which have flooded recently were built in the "old slew" area. Basements should never have been put there in many areas. Also the northwest area should have never had basements.
1007 E Oklahoma Ave	maybe where there's intrusions should not have basement
1007 S Vine St	no problems so far
1008 E Phoenix Ave	Split level house - semi basement. Flood of 1967 Doing Great!
1009 Sandalwood Dr	sump pump
1012 E Phoenix Ave	problems during flood of '67. the only time that we had water problems was during the 1967 flood
1013 S Adams St	business location - no basement to cause groundwater intrusion
1015 Sun Valley Dr	4' crawl space
1017 Pleasant View Dr	4' basement, not 8'
1020 S Cherry St	don't have basement in this area when houses were built. Can't have basements
1020 S Plum St	we've never had a problem with groundwater intrusion. Interior block was coated w/ dry lock masonry paint. Exterior moisture barrier as well.
1021 S Eugene St	last time I had water in the basement was during the flood in the 60's.
1023 E Bismark Rd	had water in 1967 put in pit & pumped out water. Have not had water since
1023 E Oklahoma Ave	problems spring '81. used vinegar to be sure to kill mold. We pumped it out. Approx 2" came in. No sump pump.
1023 S Pine St	We have a beaver system with large pump that has taken care of all water this year. The pump is still going.
1024 W Phoenix Ave	only time we have had water in basement when we had big rains of 2-3 inches or more
1027 S Eugene St	past problems were during flood of '67 -did have dampness - city turned on wells & it helped
1028 S Pine St	some of my neighbors pump 24 hrs a day
1033 S Pine St	water problem so bad this summer that I don't know what to do or how to try to fix the problem
1038 S Plum St	this summer had a little seepage into basement. 1st time in over 25 yrs
105 W South St	1 sump pump running & groundwater down a little. Helps but not completely if water level too high. I had 2 sumps running earlier this year & still had some water coming in. Better now but spring may bring problems
110 Seedling Mile Ct	crawl space
1103 E Nebraska Ave	We have not pumped water for 9 years. We only had water when the wood river would back up.
1103 Pleasant View Dr	measures have worked so far!

Address	Comment
1103 S Cherry St	we don't have a basement. Our crawl space gets damp - we bought this house with knowledge of groundwater problems in GI for years.
1103 S Plum St	have lived here for 10 yrs & have never had any problems. Keeping my fingers crossed!
1104 E Bismark Rd	water in 2003 - we have not had any problems except in 2003 when the drainage ditch was blocked & a field sand bagged which caused a backup
1104 N North Rd	when we built our home we had the basement floor put at one foot above the highest groundwater level ever recorded in our area
1104 S Eugene St	We have no problems or have had in the past. We have a sump pump in case
1104 S Sycamore St	as long as the sumps work, I'm okay. If the water table is really high & one sump quite I'll have a problem
1107 E Oklahoma Ave	has a working sump pump - not running though, no water to pump
1107 S Pine St	4 steps up to main floor
1107 Sun Valley Dr	since I'm a renter and have not been here long I am not sure if there has ever been a problem
1108 S Pine St	have installed dewatering system but it has ran since spring.
111 Villa Mar Dee Ave	raised basement floor 8"
1110 Hall Ct	Had no problems
1111 S Lincoln Ave	I personally believe spending that much money to lower the water table is BS. Instead lessen moratoriums & allow farmers to do so with irrigation.
1115 S Oak St	we have had no groundwater in our basement since the flood in 1967. however, there are 2 or 3 houses near us which are pumping from crawl spaces
1115 S Vine St	this past summer was the first time in 10 yrs. We have had groundwater seepage. I was not living in GI before then.
1116 Orange Rd	we only have a crawl space - no water problems so far
1117 S Eddy St	our basement is higher than our neighbors south of us & they are always pumping water when it rains.
1118 N North Rd	when we built our home in 1968 we made sure the basement floor was above the highest groundwater level at our location
1119 Pleasant View Dr	my home is seven years old. The previous owners did not have water problems, nor have i. In february I will have lived here 4 yrs
1119 S Adams St	manufacturing facility - no basement
1120 S Cherry St	we don't have a basement and we haven't had any water in our house or crawl space
1121 S Plum St	we have lived in this house since April 1973 and have never had groundwater intrusion problems in the basement
1123 E Nebraska Ave	crawl space
1123 S Eddy St	I think the city could install permanent water pumps in the areas that have water problems
1127 S Lincoln Ave	problems during flood of 1967. I only have water in basement when it rains hard. Have dehumidifier in use when rains & snows
1128 S Cherry St	split level
1131 S Eddy St	not lately - has worked so far
1131 S Lincoln Ave	had ground water during flood of 1967
1135 S Sycamore St	we built the basement 3 blks higher from base to keep from taking in water
1139 S Eddy St	sand point 5' beneath basement floor
1147 S Eddy St	measures have worked so far. When ground water goes up the city should automatically start their dewatering wells.
118 N Wetzel St	I have a crawl space under house.

Address	Comment
1211 S Lincoln Ave	we only had slight water problems after a big rain storm - wet carpet & floors. We put more dirt against the house & seemed to take care of it.
1215 S Lincoln Ave	have had no groundwater intrusion problems
122 Voss Rd	since we do not have a basement - we have no ground water problems.
125 Villa Mar Dee Ave	when it rains a lot water levels come up. I bought a second pump besides water sump to keep water down, but not 100% effective. Mold problems.
1304 Grand Ave	only water in basement I'm aware of was in 1967 flood
1311 S Lincoln Ave	installed backflow & the groundwater problem vanished. We still carry flood insurance as a precaution
1316 Mansfield Rd	our toen house is built with a higher grade to the land, so we've never had any water problems
1322 Mansfield Rd	no groundwater intrusion yet!! We will have some if we don't do something about standing water behind our house & in church yard. Need help from the city!
1328 Hagge Ave	have only been in this house 3 yrs
1407 S Newcastle Rd Apt 1	I have not had any problems since I moved. I have only lived here a little over a year
1409 Stagecoach Rd	None
1410 S Lincoln Ave	I DO NOT believe or support any of your ground water non sense. It is what it is - you cannot do anything about it by stealing more of our dollars
1411 Mansfield Rd	I would like to know why the water in certain sinks in my house - as well as several of my neighbors-smells bad. I would love for someone to investigate this for our neighborhood.
1411 Stagecoach Rd	5' deep storm shelter - no problems
1411 Sylvan St	only 2 times when heavy rains and groundwater is very high!
1413 Sylvan St	the water isn't always in the basement, but the wall is saturated with moisture & it gets to the floor with heavy rain
1414 S Harrison St	we need all the water. Farmers can't put in any more wells so don't pump water back to the platte river. That's a waste. Cheaper to fill in basements after all this is the old Platte River
1414 Windsor Rd	we moved into our house in April '07. I can not comment on groundwater intrusion prior to that date. The basement does not appear to have any damage from groundwater.
1415 Coventry Pl	this summer had problems, but not always. I installed a sand point & motor in the early 80's. I still have problems yearly when the groundwater is high.
1416 Mansfield Rd	longer drain spouts away from the house
1418 Rosemont Ave	we do not have wter in our basement, but our sump pump is still running - that's a problem! Measures worked until this spring. We installed our sump pump in 1992 and since that time it ran only once until this spring when the city water wells were shut down in this area. We feel immediate action needs to be taken to address the raised water levels due to the lack of draw from the wells. We have not had rain in GI for 29 days but our sump pump continues to run
1421 Stagecoach Rd	no water problems since diversion of wood river
1427 S Newcastle Rd Apt 1	this is an apartment complex
1428 Mansfield Rd	only lived here one year
1503 Rosemont Ave	under basement floor drain system with sump pump - haven't need to use it
1503 S Lincoln Ave	my intrusion was at least 10 yrs ago. I lost my carpet but have no problems since
1504 S Lincoln Ave	had water in basement when raining hard outside
1508 Ando Ave	I would not support a dewatering project
1511 Spruce Pl	split level
1512 Grand Ave	this spring we had groundwater in 2 bedrooms on the south side of our basement - no current problems
1512 Parkview Dr	any expense for dewatering project should be shared by the ENTIRE community. This is a quality of life issue for everyone!

Address	Comment
1515 Hagge Ave	we have a split level - our lower level is only about 4' below grade
1516 Mansfield Rd	husband says no - it was rain, lack of gutters, not ground water
1516 Stagecoach Rd	Installed sump pump, but it has never run. Never have had water in the sump
1516 Windsor Rd	constructed a sump pump pit. Observe water levels pump when needed
1518 Hagge Ave	problems in 1967 flood - 1 inch. Never seem to have problems
1519 Stagecoach Rd	do not have basement in this area
1520 Windsor Rd	our home is a split level - we do not have a full basement, only garden level
1521 W Stolley Park Rd	our basement is dry - people shouldn't build a house with a basement if groundwater is a problem - buy some dirt & fill it in.
1522 Mansfield Rd	the only time we had problems was with the big rain in May of 2005
1522 Parkview Dr	don't know if problems in the past - just moved here March 2006. The former resident from whom we bought had no problem either since flood control measures were implemented.
1522 Stagecoach Rd	I really don't know, because I just bought the house, but talking with neighbors they said that no problem arised since they moved in.
1524 Coventry Ln Apt 20	this is for normandy apts we have 24 units all are dry
1524 Coventry Ln Apt 22	we rent, so I don't know if there were problems prior to 1/07. we have't had any problems since then.
1524 Coventry Ln Apt 54	lived here 5 yrs. Not sure about it before we moved here
1524 Coventry Ln Apt 64	I live in an apartment complex
1524 Coventry Ln Apt 84	I rent a basement apt & had no water problems
1528 Allen Ave	I'm getting run off water that backs up onto our property & goes in through egress window.
1528 Mansfield Rd	we have a drainage system, basement floor pits & sump pumps. They have never activated
1529 Allen Ave	with hight groundwater 2 sump pumps could not keep basement dry
1529 Stagecoach Rd	not sure about the past - may have before I moved here in 1997 - have a sump pump
1603 Parkview Dr	built high enough per building code requirements to be out of 100 yr flood plain. Will Not support a dewatering district if created. Home already has pipes installed under the basement floor leading to a sump. This system has never been needed as water tables have not been high enough.
1603 W Stolley Park Rd	some seepage. Gorundwater has risen to within several inches of basement floor. When it rises I moniter it regularly.
1604 Parkview Dr	new home built about flood plain plus two sumbmersible sump pumps installed to drain any unusual high water
1605 Church Rd	1994 July- groundwater filled sump pit and was auto pumped to grade 2007 August - groundwater entered sump pit - no pumping
1607 Windsor Pl	Has a crawl space, but no water problems. Does have drainage problems - rain water from church floods his backyard.
1609 Roberta Ave	past problems are unknown - recently purchased home
1609 Stagecoach Rd	utility room have sump pump that keep floor dry.
1609 W Stolley Park Rd	can you send me the results of this survey
1610 S Blaine St	we have lived here 5 yrs & have never had water in the basement. We have spoken with a family that lived here in the late 70's & they never had problems either
1611 Stagecoach Rd	we have 2 sump pumps in our basement - one is still running
1612 Grand Ave	We have a sump pump area but have never had to use it. I believe the wood river project helped too.
1612 S Arthur St	8" below floor. Our dewatering system is comprised of 2 sump pumps. Extremely high groundwater will dampen the floor farthest from sumps even when they are pumping

Address	Comment
1613 Grand Ave	heavy rains this summer caused water to appear in sump pump pit. Sump pump kept it down. House was built with sump pump. A spec home we purchased in 1961. except for 1 foot of water during 1967 flood we haven't had problems. Except for the flood of 1967 a few times when we have had heavy rainfall we have had water in sump pump pit. Not in basement - not high enough for basement flooding - sump pump kept it contained in the pit.
1613 Spruce Rd	have no basement so no problems
1615 S Arthur St	Our sump pump has been able to handle groundwater problems
1615 S Blaine St	people shouldn't build homes where the water table is high
1616 Stagecoach Rd	We have a drainage system under basement floor & sump pump pit have not seen water in pit
1619 Zola Ct	no water even got on the floor! No problem as long as I keep the pump running when necessary. Why don't we get a stamped prepaid envelope?
1620 Coventry Ln	concerned about rising groundwater. Basement very damp this year & for the first time signs of mold. Water in basement 84, 94, 05, 07.
1629 Lariat Ln	we have a dewatering system or beaver system in our basement but in the past few years it has not run yet
1703 Curtis St	sometimes measure taken work. In the past we've only got an inch deep of water after prolonged periods of rain or after a rain even of 4 inches. Generally inly in spring this year we had to pump for the first time ever in the fall. We run 2 sump pumps when water is 6" below basement floor. This year it is still close to 6" below. Usually in the fall/summer there is n' even water in the pit that is 30" deep
1703 S Arthur St	I have not had groundwater problems this year but did after the 7" rain in 5/05
1704 Garland St	my problems have increased dramatically since the city has shut down wells south & west of GI. Maintaining drainage valves has also become an area of concern.
1704 Idlewood Ln	we have lived in what the old timers tell me is "polywog town"! We were here in the flood of 1967 & had 5 1/2 feet of ground water in the basement. Several other years we had an inch or 2 of ground water and several years of wet cracks in the floor. As long as the city keeps the detention cell by the church of christ along stolley park rd at a normal level we do not have water problems. As for the people in circle dr & on arthur st don't they have warm slough underneath them? Why not lower the level on the lake in brentwood and see if that would help their basement water levels? If it worked it would be less expensive way of control than what the city plans
1704 Roberta Ave	at one time we were on our own well & septic system - since hook-up to sewer, problems subsided. After on city water we continued on our own well for irrigation - no problems since
1704 S Blaine St	people with basement water problems should bear the extra dewatering expense because they bought these properties cheap for that reason. If dewatering is active their properties will be worth more when sold.
1705 Gretchen Ave	we have a drain system & a sewage pump that cycles every 5-10 seconds in the spring and every 15-25 seconds throughout the year. If it fails, we have water through the floor - this happened in the spring of this year.
1708 Grand Ave	had water only during 1967 flood. Water is within 18" of basement floor now.
1709 Columbia Cir	we don't want to pay to dewater other people's homes
1710 Garland St	we are having a dewatering system installed. So we do not know if it will take care of the problem until there is a problem.
1710 Hanover Ln	If the city can help find a solution to the high water talbe it would be much appreciated.
1711 Spring Rd	ground water was at the base of the basement floor. No problems since we bought the house in 1999. will be looking into mitigation this winter.
1712 Ando Ave	thrasher basements fixed - cost \$9490
1714 Coventry Ln	Since the upgrading of the Sucks Lake & park area it doesn't take much rain to cause the west end to go over the bank. Also east end of cell retains more water.
1714 Freedom Dr	only time I get water is when it rains hard and a lot
1715 Mansfield Rd	live in newer division of town. We are built higher than existing divisions.
1715-1717 Curtis St	1/2 basement. Problem only once about 1982. have a sump pump. When home was being built it was determined there would be a water problem so only built with 1/2 depth.
1715-1717 Curtis St	1/2 basement. Problem only once about 1982. have a sump pump. When home was being built it was determined there would be a water problem so only built with 1/2 depth.

Address	Comment
1717 Allen Ct	I was told there was water in the basement in the early 90's. But has been dry since.
1717 Bridle Ln	we put in a sump pump but on the past it didn't keep the water out
1718 Ingalls St	we would have little or no problem in our neighborhood if we did not have the detention cell on Stolley Park Rd
1720 Gretchen Ave	with no rain it's better - when it rains the problem returns. Thank you for the survey. If one could look back, no basement built over the slough!!
1720 Lariat Ln	only lived here for 1 1/2 yrs
1721 Idlewood Ln	have homeowners run sand point wells to water lawns - if enough people are allowed to pump the water table will go down
1725 Ingalls St	split level 4 or 5 foot below ground level. Our lower level is about 4-5 foot below ground level. We have had no problems recently with seepage. Half block north on Lamar all kinds of problems with basements,
1727 S Arthur St	don't currently have water, but we have to pull up carpet & put furniture on blocks constantly in case. We have had water 2 times in the last 14 yrs & came close many times. We don't currently have water but we have to worry everytime we get more than an inch of rain. We don't understand why the city pumps in our area are not on regularly.
1730 Gretchen Ave	water came through basement floor during flood of 1967 - none since
1730 S Arthur St	there is now ay to keep it out, so we don't use our basement except for storage on plat forms. Years ago we had carpeting & a nice finish for a family room but the wtaer would come back in every few years - about 1/2" - 5"
1733 S Arthur St	still needs help
1736 S Arthur St	still have high water - we pump - but doesn't always lower water enough
1739 S Arthur St	measures have partially worked - attached letter sent to Groundwater committee
1742 Curtis St	I feel as long as the water table continues to be high I will have wet mud, mold and unhealthy conditions in my crawl space. Please help alleviate this problem.
1742 S Arthur St	never this bad - we have lived here 17 1/2 yrs. 2 systems in our basement. Measures have worked somewhat - we have been able to keep up the last 2 1/2 yrs. Please help! We can pump 60k gallons/day with our 2 systems & it's not enough. We still have water at or above floor level.
1748 S Arthur St	intrusion creates unlivable space. City should consider impact on property valuations. Recently purchased 2/06. one city recommendation to fill in basement is NOT acceptable. Previous owners indicated surface water intrusion in 2005. private contractor dewatering systems quoted at approximately \$13k.
1760 S Arthur St	I have had water in my basement 3 different times this summer alone. Frustrating & taxes keep going up
1802 Stolley Park Cir	small pit w/ furnance & water softner
1803 Garland St	lived here since 1978 middle of block east side never had problem house built in 1964
1803 S Arthur St	1/2 basement
1803 Stagecoach Rd	we pumped water most of the summer
1804 1808 S Eddy St	no problems
1804 S Blaine St	problems during flood of 1967
1805 Stagecoach Rd	measure were already in place when we moved in. No problem since 1993 & since diversion channel is in
1807 Stagecoach Rd	I have a sump pump
1809 Ingalls St	not willing to pay any amount to correct somebody else's headache
1809 Spring Rd	never have had a groundwater problem
1810 S Garland St	we have people pumping with in 4 houses of ours
1810 Spring Rd	Sump Pump runs constantly - never happened last 20 years since owned home.
1812 Idlewood Ln	no groundwater intrusion in 21 years we have lived here at this address

Address	Comment
1813 S Arthur St	problems in 1967 flood. This year has been the highest groundwater level since we have lived here (1970). It has been from 1 1/2 - 3' below basement level all year
1814 Freedom Dr	have a sump pump in basement
1816 Stolley Park Cir	Our sump pump system ran for a small number of times this summer, and our sump still has water.
1818 Garland St	very minor history last year. New gutters - partial help. Had 2 incidents this year. 1st was when gutters were off & had 5" rain. This resulted in minor flooding. 2nd was seepage in basement floor - very minor.
1818 S Blaine St	we only had water in our basement during the '67 flood. The water table did get fairly high this summer but remained below the basement floor
1818 S Ingalls St	split level
1820 S Arthur St	our street has problems but our home is at least a foot higher than everyone else due to a wise builder
1824 Garland St	no such intrusion has occurred at this address since Oct '04. no problem with groundwater to date
1905 Stolley Park Cir	I have a sump pump
1905 W Oklahoma Ave	no basement - no problems.
1910 Spring Rd	thrasher basement is scheduled to fix my basement on 11/27/07. we'll see if it works then. It will cost me \$11,800. I would not have bought this house if I had know of this problem
1911 Stolley Park Cir	have a sump pump - I have only lived here since 2005
1912 Stolley Park Cir	in my opinion steps need to be taken to reduce ground water since 1-2 yrs future wet spring/summers will force some homeowners to be pumping out water 12 mos. per year
1913 W Oklahoma Ave	we are about that low lying area south of us
1914 Spring Rd	on September '07 we called a specialist from Thrasher Co. to fix our groundwater problem. We spent about \$21k
1917 Stolley Park Cir	in areas where homes are being built (where there is even a SLIGHT chance) of groundwater becoming a problem - either no basements, or basements with a depth limit!
1920 Barbara Ave	we had groundwater in our crawl space briefly during the 2005 flooding caused by the 9" rain
1923 Lamar Ave	basement is reinforced concrete w/ copper dam between floor & walls
1934 Freedom Dr	only owned home 2 yrs. Gutters need installed on home with dirt work also. Need to improve washout.
2009 Stagecoach Rd	small amount of water about 15 yrs ago - not enough to require corrective action
2010 Pioneer Blvd	we are pumping constantly. Pollution is a shameful thing. The groundwater damage was extensive and very expensive. I lost my family room & bedroom wall board, carpets & furniture all gone. Better planning by officials needed. We never had ground water problems at this address before. This disaster has lowered the value of my home! Added to the expense of maintaining it! Stress has taken it's toll on me.
2011 Stagecoach Rd	was told the way basement was formed and poured that no sump should be installed
2014 Barbara Ave	I don't have water problems now, only when we have 6-10 inches at one time It gets in my crawl space, but drains quickly
2017 S Adams St	problems in 1960's
2018 Pioneer Blvd	seepage in cracks & mold growth still occurs
2019 Park Dr	We are on "Park Drive" and we want city water- Please!! All the way around us. Not on Park Dr!
2019 Pioneer Blvd	if you have a basement it's your problem not city's - you built it you live in it.
2024 W Stolley Park Rd	sump pump
204 Beachwood Dr	I don't support tax payer funds being used to mitigate groundwater problems for individuals
205 Villa Mar Dee Ave	we installed a 2nd pump 3 yrs ago. This year we had a small amount of water on the floor. Once we finally got the city to turn on the NRD pump the water lowered enough for our pumps to keep up.
206 Brookline Dr	I have well pits at present there is 1 foot of water. I keep sumps. At present it's no problem.
206 Wainright St	had problems in crawl space

Address	Comment
2101 Stagecoach Rd	problems in 1993. have a sump pump to outside yard. 2007 water in sump pit 6" below floor- haven't turned sump pump on since 1993.
2104 Mansfield Rd	unknown if mitigations work
2106 Circle Dr	sump pumps will only work partially. Cannot keep entire floor dry
2109 Topeka Cir	basement problems are personal, not city
2111 Bantam St	we have only been here since 6/15/07
2111 Sherwood Rd	had ground water 3 times before putting in gravel beaver system. Water table has been lower so can't say for sure if system will be 100% effective.
2115 Independence Ave	jim reed ran a french drain in NE corner to drain water that collects after a 2" rain. I had Herman Plumbing install a sump pump on 4/22/98 and ran a pipe outside to keep water out. Worked. That was only time.
2115 Pioneer Blvd	this house was originally a basement house, therefore it was built higher to accommodate the windows, before the main house was built on top - 15 yrs later.
2117 Macron St	we have installed 7 french drains along back lot line after 1" of rain still takes 4 hrs for water to go away
2121 Atlanta St	our problems are contained to backyard drainage issues after rainfall. We are told that poor grading of land & the clay layer are the underlying causes.
2122 Circle Dr	I wouldn't want to spend \$44 a month to fix groundwater problems
2122 Mansfield Rd	I don't feel I should be taxed for someone else's problem. People should read disclosure of house or use honest realtor
2122 Nashville St	no problems. We have a submersible pump in a pit and has always been dry
2125 Sherwood Rd	we bought this house in 5/06 we have yet to have problems with water in our basement. We do have a sump pump. The house is 30 yrs old - I don't know if there were past problems
2127 Viking Rd	Survey should be on-line
213 Voss Rd	measures worked most of the time 'til this year. Would like info on detention cells on Seedling Mile access road. Please call.
2130 Viking Pl	our house sits on a small rise. That has prevented any ground water intrusion in the 15 yrs of our ownership - including 1993.
2131 Riverside Dr	tri level house w/ a lower level
2132 Viking Pl	It's been 7 or 8 years ago since water table was threatening and about 4 yrs ago City of GI put down a 4 or 6' dewatering well about 1000' west of our house. No problems now.
215 W South St	we had intrusion of water in 1967 during the flood and twice during the extra wet early to mid 1990's, also twice this year. We have sump pumps and a well and it couldn't pump it out fast enough. We'll need city wells pumping again.
216 Beachwood Dr	had water in the basement about 13 years ago when the groundwater was very high. Have had no problems since.
218 N Wetzel St	measures have worked to some degree. When the water table is high, I still get water in my basement.
220 Oxnard Ave	basement floor originally 2' below original grade. Raised grade for flood plain exclusion.
2202 Pioneer Blvd	the city used to pump the well east of us. Pumped it out.
2203 Atlanta St	don't know about past problems - just purchased the house in March 2007. there is a sump pump in the basement. Nothing has happened since we purchased the house.
2203 Bantam St	problems prior to the wood river diversion
2203 Park Dr	had water problems June 1967 @ 427 E Sunset. Next door neighbor @ 2115 Park Dr and 2207 Park Dr had basement water, measure in a few inches
2203 S August St	not in favor of water district
2203 Woodridge Ln	Have lived here 26 years - no problems at all - sent letter
2204 Macron St	basements that have water problems need to be raised or filled in. You can't pump water from one side of a sand pit and into the other and gain anything - it's that simple

Address	Comment
2204 S August St	I bought the house 6 yrs ago. There is a sump pump. However, to date I have had no water.
2204 Woodridge Ct	however we live by the cemetery which is one of the highest points in SW GI.
2207 Park Dr	very bad in 1967 at least 3 inches this year. Had to remove everything from the basement at this time.
2207 Pioneer Blvd	I believe the people having the problem are the ones that the city put water lines in front of their homes.
2207 Woodridge Pl	not in favor of major dewatering wddoer in SW GI - thanks for all the great work the city does.
2208 Chanticleer St	Outside basement walls should be coated with polyurithane, then tar, then plastic, and then about 2 feet of gravel. The downspout from the gutter should empty into a splash block that carries water 3-4 feet from house.
2209 Arrowhead Rd	basement room utility only. Do have a pit and did put the sump pump in once - probably 12 years ago. Pumped for a short time.
2210 Circle Dr	I'm only renting & have only been here since the middle of September
2211 Lamar Ave	measure worked somewhat in the crawl space we have. I have to run a dehumidifier regularly. I am considering sealing the space. Thrasher gave me a \$5k estimate
2211 Park Dr	this is the first time in 20 years
2211 Riverside Dr	our basement floor is 18-24" higher than neighbors. The only intrusion we had happened when one main sump failed & the other secondary sump pump filled the mail pit and overran to partially cover our floor
2213 S August St	we do not feel that a large scale city developed water mitigation system is the answer
2215 Del Mar Ave	no basement - no water in basement
2215 Macron St	no problem - has been dry since purchasing the home in '01
2215 N Engleman Rd	it has been at least 16 yrs since we have had any water. I have a pit 5' deep below the floor and has been dry for a long time. No more taxes!
2215 Stagecoach Rd	not really water in basement but ran sump pumps quite often during summer
2216 Circle Dr	I rent from D & D Investments & they have done nothing!
2216 Circle Dr	I rent from D & D Investments & they have done nothing!
2219 Riverview Dr	we have only lived here for 18 mos
2221 Macron St	we have a sump pump but it has never had to be used.
2222 Bellwood Dr Apt 46	I live in an apartment building on the 3rd floor. If it gets to me I have a real problem!
2223 S August St	when sprinkler system well was serviced this past summer, serviceman indicated water level was at 7 ft.
2224 Woodridge Ln	have a beaver system in basement when house was built. Did a hole & water was 18" below ground surface. Beaver system does drain excess water.
2226 Viking Rd	we've lived here 5 yrs - no water yet - thank god. We do have 2 pumps in the basement
223 N Shady Bend Rd	I only have a crawl space. When we have lots of rain & flooding in GI it does get wet & muddy from seepage.
2249 Cochin St	when my father built the house he knew about & understood ground water issues. He built accordingly. 1967 only had small sewer back up less than 2". Your survey process should have taken into account of us who have auto pay
2302 Gateway Ave	split level home - have owned 11 1/2 yrs. Neighbors say previous owners have had groundwater problems
2303 N Engleman Rd	Have had 5' of water a few years ago. All was ground water.
2305 Stardust Ln	the former owners installed a drainage system but it hasn't been wet enough in the 4 yrs we have lived here for water to collect in pits
2306 Apache Rd	I would support any efforts to reduce ground water
2307 Stagecoach Rd	when we built our home approx. 20 yrs ago we brought in dirt & elevated our basement so we could have windows down there.
2309 Stardust Ln	it is a split level so basement isn't very deep but there has never been a problem

Address	Comment
2309 W Phoenix Ave	we have a dry basement. We have lived here 37 years. We do not have, nor do we need a sump pump. We use our basement mostly for storage now & if we had water problems, we couldn't do that.
2311 S Locust St	with GI ground water problem it would be best if GI had an anti-basement ordinance.
2311 Viking Ct	split level home - our home is split level - no water problems to date.
2315 S August St	we recently moved into the home and the previous owner was an investor that didn't live in the home. He said he didn't know if water had been a problem. There is a sump pump. Also, the basement had been redone by the investor prior to our purchasing the home
2315 W Phoenix Ave	last time we had water in the basement it was when the city was working on sewer- backup in the basement drain & plumbing fixtures
2316 Pioneer Blvd	our basement is not a deep basement. The house was built on ground level & dirt brought in
2318 Stagecoach Rd	We only have trouble when the Wood River flooded into Riverside Golf Course. No problem since diversion procedure was completed.
2318 Stardust Ln	we have lived here since 7/07
2319 Independence Ave	had problem 2 times after - small scale. Installed beaver system - cost of this & basement repair \$18k. Best thing that happened they got North Rd!!!!
2319 Stardust Ln	we haven't had a problem since extra pumping & more detention cells dug
2323 Bellwood Dr #127	None
2323 Bellwood Dr No. 114	I live in a mobile home so no basement.
2323 Bellwood Dr No. 172	None
2323 Bellwood Dr No. 81	none
2323 Bellwood Dr No. 96	do not have a basement. I live in a mobile home court.
2324 S August St	I've lived here 10 yrs & have not had any water in basement. I hope it stays that way!
233 S Main St	we have 2 pumps just depends on how high the water table gets
2403 Pioneer Blvd	the building dept should never have let the developers build in the first place
2404 Gateway Ave	I have sump pumps but that is because of the ground water. I believe the city has installed wells around Engleman some place. I have had water coming even w/ 2 sump pumps running
2404 S August St	we have not had any water in the basement since we moved here 4 1/2 yrs ago.
2405 Lakewood Dr	have 3' crawl space
2405 Parkview Dr	Really not interested in any more taxes, surcharges or fees for some project to perhaps solve a couple of home owners water issues. - Storm Shelter floor elevation same as basement.
2407 W Oklahoma Ave	extended roof gutters away from house
2409 Del Monte Ave	yes, but only minimal damage in recent years we did have sewer backup from city's fault. We had to pay for damage, about \$2,000.
2409 S Blaine St	partial basement. Using a floor pump to remove water since April. Temporarily helps, but ongoing for several months. Never had a problem before. This water problem is the result of city of GI's decision to turn off all city wells in this area - no water at present time.
2409 Santa Fe Cir	I have a drainage system in my basement but have not needed to use it. The groundwater has risen approx 7' since I built in 1991 when we dug utilities
2410 Gateway Ave	moved in house in 6/07. do not know history or last time water was an issue. But evidence of past water is evident.
2410 Pioneer Blvd	I have groundwater at times in my well pit. I use a 1/6 HP pump to spot water lawn.
2410 Santa Fe Cir	I believe that individuals should be responsible for their own basement water problems
2411 Lakewood Dr	have approx. 2 1/2 feet deep crawl space. Crawl space is dry. Have resided here 3 yrs this Jan 2nd within 1st 6 mos. had 2" standing. Today is 1st time I've looked - been in basement since)
2411 S Blaine St	this is an abominable situation that none of you seem to care about. What would you be doing if it was YOUR basement??

Address	Comment
2411 Stagecoach Rd	I live beside a city detention cell when it gets so full my pump in the basement runs, they city has a pump in it that can keep it down
2412 Cochran St	no water problems since the wood river project
2414 Brahma St	tri level home - day lite basement
2414 Pioneer Blvd	never had a problem. Wasn't the wood river project suppose to eliminate any problems? What happened?
2415 Lamar Ave	sealed all cracks used sealer on all walls & floors
2415 S August St	I have a crawl space under my house
2415 Sothman Dr	have no water problems!
2416 Cochran St	my house is a split level - 1/2 basement never had any water. I'll move out of GI before I'll pay any additional tax to dewater basements. Lived in north platte for 20 yrs. Built home with crawl space. City code: no basements on account of ground water.
2416 Sothman Dr	problems are small compared to some. The solution to our groundwater problem would be to turn the city pumps on. I understand we can't do this due to contamination of the wells. Has the city sought reimbursement from the industry that put the pollutants in our groundwater??
2417 Arrowhead Rd	crawl space - no basement
2417 Lakewood Dr	we have a beaver system that eliminates any intrusion. When the lake is up it does run....or with 4 inches of rain.
2420 Del Mar Ave	Our sand pit use to keep the water under control to a point. Since dredging lake on Harrison St & not using City wells around the City - basement worthless either water or mold or both.
2421 Commerce Ave	my basement is only 4' deep - below ground
2422 Pioneer Blvd	We do not need a dewatering system in our area. It would mean a waste of money.
2422 Riverview Dr	no water problems
2424 Commerce Ave	storm protection - this home has a dry cemented crawl space - 4 1/2 ft deep
2424 Commerce Ave	storm protection - this home has a dry cemented crawl space - 4 1/2 ft deep
2424 Pioneer Blvd	I have an irrigation well down 33 feet. Water is 9 feet - when wet spots appeared in the cracks on basement floor I ran the pump 8 hours a day for a week
2424 W Phoenix Ave	may 2005 was our last problem and we were able to clear it out
2425 Pioneer Blvd	floor is dry but sump runs every 40 seconds. We have lived here 10 yrs - measures have worked somewhat - sent letter
2426 Lamar Ave	measures work sometimes. Set up districts and assess the benefiting property owners for the costs. I would be willing to pay \$40-\$60 per month to correct the problem.
2426 Pioneer Blvd	Not as long as we've lived here - our water has been close & we had a plumber install pumps that run & keep the water down. The plumber says it is right under the basement floor.
2427 Commerce Ave	had groundwater in basement during 1967 flood
2429 Commerce Ave	we have a 5' crawl space. Crawl space is molding because of water table being very high. No sitting water, but ground is wet. For me this survey is hard to answer because I don't have a basement. However I have a deep crawl space that the ground is wet & is causing mold to grow all over. When I walk into my house after being gone my house smells like mold & mildew; which is unhealthy. I have bad water to drink & a mold issue.
2429 Park Dr	we used a submersible water pump
2430 Pioneer Blvd	the city should not give a building permit for a basement. Home owners should pay for their own repairs - I do.
2431 Del Monte Ave	I have the B dry system. It has been helpful, but I did have water in the basement during the May '95 flood
2434 Lamar Ave	we have a sump pump but doesn't help if level gets high enough. We live on hike/bike trail the pump on it does seem to help some
2448 Lamar Ave	May '05 we had water coming into our window wells, up thru the basement drains and finally the groundwater! The test well behind helped this year we think.

Address	Comment
2502 N Webb Rd	commercial building - no basement
2502 N Webb Rd Ste A	commercial building - no basement
2502 N Webb Rd Ste B	commercial building - no basement
2503 Commerce Ave	moved here in '07- don't know about any past problems. Would like to have the problems fixed. It's terrible having standing water in the basement - health problems
2503 Parkview Dr	no problems - have a sump pump pit not ever had water in it - check often.
2505 Mill River Rd	we came very close to having water in our basement. Our sump pump worked this time.
2505 W Oklahoma Ave	when we bought the house 8 yrs ago they had told us that it had water at one time.
2507 Park Dr	we had groundwater & septic backup after the heavy rains in August. It took 2 weeks for water to stop coming in
2507 Pioneer Blvd	only had a problem in 1967. I measure how far down the ground water is. Didn't have any this year - close, but none. When my husband was alive he would measure & when it was getting high he would call the city to turn on the city well near us. When they did the water level went down immediately.
2507 Sothman Dr	None
2508 Commerce Ave	we built our own house & know about water levels. People should not have had basements or not put them in so deep I feel I shouldn't have to pay for other people's mistakes.
2508 Stagecoach Rd	Spending \$23 million & \$350k a year on a dewatering plan is CRAZY!!
2508 W Phoenix Ave	I have lived in this house for 10 yrs. I have had water a few times - one time my gutters were not cleaned so water came in window. I do not believe dewatering is the answer to this problem. I can live with mine. I believe building new homes in this area should be stopped or put up with the problems at their own expense. The water was there before any of these homes were built. This is a very expensive project plus water is a precious product and should not be wasted by dewatering.
2509 Commerce Ave	in Aug we had 3" of water in our basement for the 1st time since we built our house 5 yrs ago. We put in a sump pump which runs a lot, but is doing the job keeping our basement dry.
2509 Cottonwood Rd	4' crawl area only
2509 Pioneer Blvd	water started running in on 4/27/07. have had problems late winter, spring, summer, fall, not at present. Contracted to purchase thrasher basement system - very costly. We will have a basement dewatering system installed. Scheduled for 12/5/07
2509 S Blaine St	have dehumidifiers & fans. We didn't get much water but it is the 1st time in over 20 yrs we've had any water in our basement
2509 W Phoenix Ave	city put well along bike trail - no problems
2510 Brahma St	I have lived in two houses (Bismark Rd & Memorial Dr) that had basements. Because of water problems I won't live in a house with a basement.
2511 Park Dr	we have had this home since 1976. we do not have a finished basement, but we have water tanks in a small shelter under our bedroom & we have had water since April.
2511 W Phoenix Ave	the sewer backedup during the big storm. And it became my problem! We lost our whole basement & the city did nothing.
2512 Commerce Ave	Filling in basement - has put in a beaver system & 3 sump pumps are running - water level hasn't changed.
2513 Commerce Ave	dry around foundation & coated w/ water proofing. Can't say if measure have worked- no water at this point. Our house was built in 1951. we have lived here since 1995. no evidence of water from previous flooding. Previous owner never mentioned problems
2514 Pioneer Blvd	crawl space - GI needs to do something about the well situation
2515 Park Dr	this spring was the first time we have had a water problem in our basement
2515 Riverview Dr	sump - never had to use it
2515 W Phoenix Ave	former owners had raised basement floors. Have not had problems until 2 yrs ago when we had 7-8 inch rainfall then had water seep into basement. When dewatering well turned on water table went down. I suppose it would take the city as long to fix the problem as it has to take care of the water pollution. How many gallons has been cleaned so far after all these years.
2516 Apache Rd	crawl space - one in awhile have water in crawl space if we get a heavy rain

Address	Comment
2516 Commerce Ave	we've had to have city water put in so we could have safe drinking water
2516 Parkview Dr	GI/ Hall County does not seem to have an effective long term storm drainage plan
2516 Pioneer Blvd	yes we have water in basement now. The last time we had water was 4 years ago. City turned on well west & north of us, then to help & it did
2516 W Phoenix Ave	mitigations usually work
2517 Apache Rd	we had to install a sump pump in our storm shelter
2517 Mill River Rd	split level home
2517 Park Dr	measures are in planning stage
2517 Riverside Dr	we had water one time 8-9 yrs ago
2517 S August St	this correction was made in spring/summer 1996
2517 W Phoenix Ave	there is a dewatering well behind my house on the hike/bike trail that takes care of any water problems when it is started
2519 Cochran St	in early 90's heavy spring rain caused oozing in basement for a few hours. No problems since
2519 Commerce Ave	I think the only reason we had water is because Starostka dug big holes in front of our house and left them for 2 weeks while we had several inches of rain. I have never had water before or since.
2519 Park Dr	when contractors know it is a flood plain the city should not have given permission for basements!!!! They wouldn't have problems now.
2520 Cochran St	No basement - no water
2521 Park Dr	people who have no basement shouldn't have to pay for this problem. We basically live in a river bottom and can't expect not to have high groundwater
2522 Commerce Ave	past problems were April - October '07. I have lived here since 1970. this is the only time I've had water. I think it's because of shutting off the well on Blaine St. Why don't you use the Blaine Street well & pipe it to the generating plant & proposed ethanol plant for industrial use. I understand the ethanol plant recycles 80% of it's water usage. Like I said before I have not had any water problems in the almost 38 yrs I've lived here. We have no storm sewer to pump any water - what are we to do????
2522 Stagecoach Rd	split level home with moisture rising up in the crawl space & finished areas. Installed dehumidifier & replace gutters w/ larger size
2524 Stagecoach Rd	we have a garden level basement
2525 Del Monte Ave	occasionally have a problem - measures work up to a certain point
2525 Mill River Rd	please turn the pump on to the holding cell on Stagecoach Rd & leave it on. It's still full of water because I pump 1k gallons + a day to it.
2527 Stagecoach Rd	measures usually work. I have installed a sump pump. It usually takes care of the problem but this spring it did not. My sump pump continues to work 24/7!!!!
2528 Stagecoach Rd	we have 2 sumps they ran from June to September. Not running now, still low water in sump holes
2529 Mill River Rd	we had water at it's high point up to a level about 1 - 2 inches below the bottom of the basement concrete floor slab. It never soaked into the concrete.
2530 Stagecoach Rd	sump pump pit is 1/2 full & water was only 3" below top level of pit this summer. Beginning in 1983 & several times since then even after wood river flood project - sometimes measures taken work, but often not - sump pumps couldn't keep up. Snt Ltr
2531 W Phoenix Ave	sometimes measures taken work
2603 O Flannagan St	I don't think the city is responsible for people who have water in their basements
2606 Jan St	measures haven't been put to the test
2607 O Flannagan St	haven't needed measures that were taken. House has sump pump under basement but I haven't used it
2607 Riverside Dr	most people don't know what to do. a landscaper has tried 2x at a high cost to me. i am a single woman trying to make it on my own. the 1st yr here '02 no problems. now I get water under & around egress window as well as the concrete blocks getting damp. I run a de-humidifier constantly & put down towels when it rains. I don't know what to do.

Address	Comment
2608 Cochran St	Buyer Beware
2608 LaMar Ave	we have minimal leakage. As long as the next door neighbors keep their sump pump going we are usually ok. We are just slightly higher than they are
2611 August St	I have lived here only 3 mos. but I moved from Gretchen Ave, where we had 3' of groundwater in the flood of 1967.
2616 Arrowhead Rd	we have a crawl space - only approx. 4' tall
2616 Chanticleer St Apt A	Due to the construction of this townhome (2 story w/ no basement) they will not have groundwater issues.
2616 Lamar Ave	water everytime in spring
2617 Arrowhead Rd	6' feet in ground - water in outdoor gravel bottom - storm shelter 2-3 times in 30 yrs.
2617 Lakewood Dr	problems once in 25 yrs
2617 S August St	None
2618 Jan St	problems once in 1983
2620 Oflanagan St	some water in basement may 2007 after 9" rain
2620 S Blaine St	we had our basement filled in. We then had an addition added on to the house to make up for the lost basement
2628 O Flannagan St	Our main problem is sanitary sewer backup from flood waters getting into sanitary sewer & not adequate pipe size of lift station
2632 N North Rd	had water in basement once for about 10 days several years back
2636 Carleton Ave Apt 1	I rent my apt. from Oconnor Enterprises
2636 Jay St	home is 14 yrs old, foundation tilted with sump pump. The sump has always been dry we've never had to pump
2648 N Webb Rd	only measure was to apply waterproof coating near top of wall
2670 St Patrick Ave	we have had water within 10' of our house with seepage in our 4' crawl space
2680 St Patrick Ave	we have a beaver system - never had to use it
2703 Riverside Dr	at the time of the flood we had about 2' of water in the crawl space. Since then it's completely dry - we service the septic tank yearly - no evidence of water.
2706 Brentwood Blvd	patrial for furnace & air conditioner and storm shelter. There is a sump pump. We have only owned this home since 6/1/06
2706 Lamar Ave	when the detention cell west of us is overflowing the water table is so high our basement floods - pumps can't keep up
2706 Wagon Rd	no problems before this summer, expect measures to work but won't know until next spring. The city's decision to shut down city wells w/out compensating for the impact to the water levels was quite damaging to the area.
2707 W Stolley Park Rd	we have lived in this house for 3 yrs & have had water problems since the heavy rains in May of '05. The basement shows water damage from past years. Approx. 18" from the floor
2707 W Stolley Park Rd	we have lived in this house for 3 yrs & have had water problems since the heavy rains in May of '05. The basement shows water damage from past years. Approx. 18" from the floor
2708 Arrowhead Rd	storm shelter below first floor. Sump pump installed no history of water. Also 4' crawl space under entire home - no history of water
2709 Riverview Dr	we have a sump pump but have never had to use it, and the sump well is okay
2710 Parkview Dr	we installed a beaver system when we built in 1995, but never had to use it
2711 Lakewood Dr	have not had to use the sump pump drain system since I built the house in 1995
2711 Riverside Dr	no basement - have crawl space - no water problems
2712 O Flannagan St	had sewer backup in '05 or '06 when all the area flooded

Address	Comment
2713 Stewart Dr	have 2 pumps what a mess when the ground water comes up family room, storage, son's bedroom, & computer room all get wet & smell
2715 O Flannagan St	we just bought this house in May 2007. we don't know if there has been any previous problems
2715 S Wagon Rd	we have never had ground water in our basement so mitigate? We purchased this house in 1985 & have never had water in the basement.
2716 Sunny Brooke Rd	None
2717 Brentwood Blvd	other homes around us have some groundwater problems, but luckily our home is built up
2717 Sunny Brooke Rd	I rent this duplex - there is a partial basement but I can't get to it. Mrs. Kay Grimminger owns these
2720 Sunny Brooke Rd	crawl space. Don't know of any problems only lived here 6 mos.
2721 W Stolley Park Rd	basement is 3' deep. My husband & I are vehemently AGAINST a dewatering plan! It's too expensive! Let the farmers drill new wells
2722 Sunny Brooke Rd	have heard some neighbors complain about water in basements. Sometimes rains water stands in little creek close by Stewart & Sunny Brooke Rd on Circle Dr - off of Stolley Park RD
2727 W Us Hwy 34	Grand Island is built on the Platte River. This should be an online survey. Offer \$60k to affected homeowners to fill in basement/add on - will be cheaper in the long run.
2729 Brentwood Blvd	people didn't build high enough - otherwise most in my neighborhood have no problems. Good luck
2735 Lakewood Dr	during our new construction we raised our ground level of the house. We have a sump pit in basement and in 15 yrs it has never been wet.
2736 Brentwood Blvd	I have a beaver system in the basement floor - never needed to be pumped
2739 St Patrick Ave	crawl space 4 1/2 foot - not aware of any problems
2740 O Flannagan St	only on big rains - 7" on
2742 N Webb Rd	we have a crawl space under our house - no problems
2763 Oflannagan St	I'm in the flood plain and pay a lot of insurance, taxes are high and GI should take measures in getting all of GI out of the flood plain
2771 St Patrick Ave	our house is built above the flood plain.
2772 O Flannagan St	the problem we have is when the water drains out of the state ditch into storm sewer & floods the street
2802 Lamar Ave	rent duplex from Lamar Enterprises (Omaha) Jim Rector owner. Have no idea on last 2 questions.
2804 Brentwood Blvd	we haven't had groundwater intrusion for a number of years since the wood river was channeled
2805 Circle Dr	I still have water on floor in my basement. My sump pump is running steadily. I have had water since April. If my pump quits the sump will overflow bad.
2805 Stagecoach Cir	mitigation installed 1985. controlled groundwater until 2007. in the 28 years we lived in this house we have not pumped/had groundwater past June. Pur pump still runs several times daily to date in 2007.
2807 N Engleman Rd	built house high enough to avoid
2807 N Engleman Rd	built house high enough to avoid
2807 Stagecoach Cir	the basement flooded the year before we moved into the house 1994. use sump pump to keep it down others in near by house have also done the same
2808 Lakewood Cir	we have a sump pump and a drainage pipe around the outside of our basement. We have only lived here 4 mos. but the town house is about 10 yrs old & no problems so far.
2808 Northwest Ave	basement is 4' in ground
2808 Stagecoach Cir	I have a large concern about the continuous pumping of my neighbor. My concern is related to this pumping in th winter and the effect that this winter will have on the street as the water begins to freeze. I understand the need to pump water to keep her basement dry but I fear a great build up of ice near my house. Has the city made any plans to address this ice issue across the city? This may become a larger issue in the future.
2809 W Stolley Park Rd	not sure on other questions. We rent & there is a sump pump down there. Never really had much of any water get in.

Address	Comment
2811 Circle Dr	now plagued with mold & medical bills. Have had water since 4/07 - still have 5 1/2 inches with 3 pumps running. About \$300 electric bills in summer
2812 Pioneer Blvd	we have a beaver system under our basement
2813 Lakewood Cir	drain tiles & pit were built with condo
2815 Dallas Ave	we put in a sand pump (point) and punched 2 holes in basement floor to syphon water to a temporary sump pump
2815 Stagecoach Pl	previous owner installed a sump pump. I ran it only once since 1994. it filled up after heavy rains this summer
2816 Brentwood Blvd	Molle system in place - 2 sump pumps
2816 Lakewood Cir	just moved into this house 2 wks ago. Don't think there were past problems, not sure.
2817 Northwest Ave	all water drains from street & neighbors houses right into my yard. I must do \$5k of landscaping to fix it.
2817-21 Circle Dr	sand point installed 1998 - in both sides of duplex. Lived here 9 yrs. Has some water couple of years, just leakage. 2007 has been pretty bad w/ both basements having 1-3 inches of water 3 times during the year.
2820 Brentwood Blvd	I've only lived here 8 mos. I pumped water for 6 weeks. Everyone in this condo area has water problems
2820 Lakewood Cir	no problem
2824 Fort Worth Ct	surface measure taken
2825 Lakewood Cir	Oakwood condos were built with systems under basement floors - water has never entered system. We have never had water in our basement system. Our builder didn't put our basement as deep as others in the area.
2826 Brenwood Blvd	nover had any water problems
2827 Brentwood Blvd	we live in a condo - our common wall neighbor has a beaver system. Groundwater is not too far from our basement floor - I'm guessing a foot to a foot and a half - so far so good.
2827 Cross Pointe Dr	these O'Connor one story duplexes have tornado shelters in ground. 2827 Cross Ponte where we live is dry at present but we have had wet walls & floor.
2827 Dallas Ave	the city of grand island should not dewater any area having ground water problems. Individuals should be responsible for their own problems
2828 Lakewood Cir	We had issues with groundwater when living in our previous home at 4227 Utah Ave, but none while in our present home.
2830 Northwest Ave	sump pump in basement
2905 Circle Dr	we own & have lived in our duplex at 2905-2911 Circle Dr for 30 yrs. Over the years we have experienced some seepage in both units. This past spring and summer was the longest stretch of time that we had it occuring off and on. We were able to keep it at bay by using a dehumidifier.
2906 Idaho Ave	storm cellar 9x9. we have a sump pump in our small cellar. We've lived here 10 yrs. When we lived at 2748 Oflannagan we had a terrible problem of basement flooding. If you're interested please call
2906 Lamar Ave	have crawl space. This is a rental that belongs to Rector Families LLC
2907 Independence Ave	Water problems were due to plugged gutter - no further problems once gutter was cleaned. Basement is only 4 ft below ground level
2909 Circle Dr	we raised our house in 1973 four feet to get out of the water.
2917 N Webb Rd	measures have worked so far! Put in a dewatering system in 1996 - drought conditions helped keep water level down until the City let developers put a lake in across the road. Now ground water is continually chased.
2922 & 2924 Circle Dr	I did not appreciate my land & business being devalued by sloppy reporting. Owner & landlord since '77. never had water. Please don't do us "dry" owners another disservice by grouping us all together as the Independent did.
2924 Circle Dr	I did not appreciate my land & business being devalued by sloppy reporting! Owner & LL since '77. nwever had water. Please do not do us "dry" owners another disservice by grouping us all together as the Independent did.
2924 Lamar Ave	sent letter
2929 N Webb Rd	sump pump keep swater level down to basement floor

Address	Comment
3002 Circle Dr	just moved here - it looks like there is some water damage in one room. Have a sump pump
3004 Brentwood Sq	our house is built up about 2 1/2 - 3 feet. Our crawl space is 6 cement blocks. Our neighbors (back door) Jim Roberg- Sothman Dr has pumped water from their basement
3007 Brentwood Blvd	haven't yet taken measures, but will need to
3007 Brentwood Ct	we have a sump pump & after heavy rains do get water in the pit. We have never had water flow into the basement but the water level has been close to the basement.
3007 Sothman Dr	If new cracks occur then we have more problems. Installed a Molley Beaver System in 1993
3009 W Stolley Park Rd Ap	I live on a 3rd floor apartment
3011 Brentwood Blvd	sump pump has not stopped running since 7/07. not sure how well measures are working
3011 Brentwood Pl	3 inches or more floods the park south of our house. Brentwood Pl drains west instead of east to the ditch causing most of the flooding.
3012 Brentwood Pl	minimal problems in the past
3013 W Stolley Park Rd Ap	people build new houses around sand pits, near lakes & rivers & know that the problems exist or can occur. The public should not have to pay for the homeowner's or builder's disregard for common sense.
3016 Brentwood Ct	when the sump pump needed repaired we had groundwater problems. The people that lived in this home before I did had problems & had a sump pump put in
3017 W Stolley Park Rd Ap	apartment - 3rd floor
3021 W Stolley Park Rd Ap	live in apartment - no basement. Going to move - no opinion on subject.
3023 Idaho Ave	Knowing we were in a flood plain the house was built w/o a basement & above flood plain levels. No public money should be spent for people who bought or built in these areas without taking that into account.
3025 W Stolley Park Rd Ap	I currently live in an apartment building (ground level) and I have had no problems with this!
3027 W Capital Ave Apt 38	I have no basement
3027 W Capital Ave Apt 8	I do not feel that I should have to pay for water removal in some one else's basement
3028 Brentwood Pl	problems on 2 occasions since 1996
303 Dodge St	we have no basement at this address
303 E Nebraska Ave	partial bsmnt-mold in house-measures have worked somewhat it's still a mess. Thrasher (Omaha) wants \$2500 to fix things up I paid the fee to drain water into storm sewer. Seems like a waste of resources- please turn the wells on & pump to the Platt
3031 Idaho Ave	I have a crawl space and built it to flood level specs according to city code. There has been major water in our area but my crawl space stayed dry with out sand bagging
3033 W Capital Ave #23	I live on the 3rd floor of an apartment building.
3033 W Capital Ave Apt 1	basement apartment - measures have worked so far.
3033 W Capital Ave Apt 19	we live in an apt buidling on the 2nd floor. My boyfriend & I share an apt at this address. It is on the 2nd floor of the Chalet Apts so we don't have a problem with a basement.
3033 W Capital Ave Apt 40	lived in basement apt for 8 yrs - no problems so far
305 N Shady Bend Rd	the housees in our area of town do not have basements due to high groundwater levels. Neighbors say they have had it in crawl spaces before, but we haven't since buying the house in '95.
305 N Wetzel St	the only time we get water is when we get a big amount of rain & the groundwater is already high. We use a sump pump when necessary.
305 Oxnard Ave	we installed a system to pump from under basement. With the wood river project we are mostly dry. This wet summer was an exception we were damp but no water in basement
306 S Main St	crawl space
307 Dodge St	I have no water on the floor but would have if the pump failed
309 S Plum St	The people that have water problems can vote for dewatering wells. I have no problem so do not TAX me for their misfortune.

Address	Comment
310 Shady Bend Cir	we do not have a basement. However we do have flooding problems in our garage, living room, and utility room. This is fault of HCA. They will not fix problem
3102 E Seedling Mile Rd	we would like to put in a basement, but we know that the neighbors have pumped water out of theirs all summer.
3103 Briarwood Blvd	By law I could have put in a basement, but ground water in area has ALWAYS been a problem. DON'T BAIL OUT ANYONE! NOT CITY'S PROBLEM!
3103 Woodridge Blvd	we do not hav a basement
3104 S Blaine St	have a beaver system that's worked well in the past
3106 Brentwood Blvd	specific areas of GI should not be permitted to have basements
3109 Briarwood Blvd	crawl space
311 E Stolley Park Rd	we had an expensive system put in but we worry about the electricity going out which oeprates our system. It also is expensive to run the system.
311 Holcomb St	use sump pump have had water twice during 16 yrs highest 1/2-3/4 inch
3110 N North Rd	10 yrs ago we had problems. Installed 2 sump pumps. Have not had to use them. I have owned this house for 5 yrs. I haven't had water in my basement in this time.
3111 W Brentwood Blvd	sent letter
3111 W Stolley Park Rd	worst in 2007 - if continues we'll have to take measures
3112 Brentwood Cir	we have lived here only 3 mos but have not seen or heard anything about such a problem at this residence.
3115 Brentwood Cir	we have a sump to mitigate water problems. I ran it 10 yrs ago but have not since.
3115 Bntwood Blvd	we were very upset about water being pumped into lake in brentwood. It raised the groundwater level and contributed to our current problem. There are many people pumping water this year that never have before. Any questions please contact us. We have spent substantial money trying to resolve this.
3118 Brentwood Dr	the builders did a good job when our house was built. Solid foundation & fill set up to drain water away from foundation
3120 Briarwood Blvd	I have lived in this home since 1982 & hasve not had problems to this point
3120 S Blaine St	previous owner had problems. I would gladly pay a monthly fee if that is what it takes to pump the water table down.
3121 Brentwood Cir	partial basement - 5' into ground
3121 Brentwood Dr	have a crawl space
3122 Brentwood Blvd	built house without a basement when we built 10 yrs ago. We were advised of flooing & potential of high ground water levels.
3123 W Stolley Park Rd	we have an on going problem with water intrusion. We are constantly pumping ground water.
3126 N Webb Rd	it is my understanding when my home was built, it was built up higher on foundation to get away from groundwater intrusions.
3128 Briarwood Blvd	when we built home we put in a drainage system. Also drilled & gravel filled thru a clay pan problem that caused water to stand
3129 Briarwood Blvd	taxpayers should not have to bail out people with water problems - in low areas of town.
3131 Woodridge Blvd	6' deep basement. We are living in the Platte River Valley - it's a low area & we will always have groundwater problems in some areas of town.
314 Villa Mar Dec	please fix drainage problems in field south of us so our ditch isnt' full of water from the pump running!
3143 Woodridge Blvd	we have a sump pump it runs every 3-4 minutes
3144 Briarwood Blvd	we are utilitzing a beaver system which has been effective
316 E Phoenix Ave	when it rains flows to my intersection it goes to the lawn and forces water to come up in my basement.
316 Holcomb St	in 1999 spent \$7500 on drain tile system with 3 sump pumps draining in to backyard. System ran non stop may thru aug of '07

Address	Comment
3180 S Blaine St	no problem
3206 N Webb Rd	have a sump pump - it's never run. Our house was newly built in 2006
321 Holcomb St	I pay an extra \$50-\$60 a month for the 2 sump pumps it takes to keep the water out. My basement smells damp even though I have 2 dehumidifiers running.
323 Redwood Rd	haven't used mitigation measures as of yet
323 S Plum St	I've lived here for 14+ years and have never had a problem with groundwater
324 Wainwright St	the only time we've had problems was 10+ years ago. The drainage ditch to the south of us need to be cleaned out and since that was done we had no more problems, but it needs done again! Thank you!
326 S Vine St	Tom Ummel Jr - owner of property.
329 S Vine St	1966 Flood - 1 inch of seepage - none since then. House located on the high ground in the block.
3317 E Seedling Mile Rd	no basement
3318 Gregory Ave	4' crawl space - in the past have had up to 9" of water in it
3349 W Capital Ave	salon business - no problems
3404 Andrew Ave	we have a molley system - works for the most part. We have had water 3 times in the last 18 yrs because the sump pumps couldn't keep up
3406 W Capital Ave	this is a commercial building with no basement. We have not had trouble with groundwater as of yet
3412 E Gregory Ave	tri level home. Last time we had problems was in 1986. thankful we have no full basement. We're only 1/2 -4' in ground, but we've had wtaer twice since 1976.
3423 E Seedling Mile Rd	have no basement
3424 Andrew Ave	we've had water in our basement off & on since 1967. we raised the whole east side of our basement installing perforated pipes to drain to the west side & pump out.
344 Dodge St	flood project worked in my neighborhood
3507 Andrew Ave	end of May '07 we had 3 inches of water throughout the entire length of our basement. We pumped it out.
3519 Curran Ave	we aer new to Grand Island - seem strange it would take the city so long to correct a long existing problem. Welcom, Mr. Pederson.
353 Redwood Rd	Our home is 2 yrs old & was built with the city code de-watering system
3532 W Capital Ave	No ground water problem. Had a basement backup problem during flood 2 years ago.
3604 E Seedling Mile Rd	can't use basement because of groundwater - what a waste. Insurance company doesn't want to do anything. I have a big family and NEED the extra rooms, but can't use them because of ground water.
3617 Curran Ave Apt 9	no basement - I live in an upstairs apartment
3617 Hidden Pointe Dr	GI msut be very concerned about the under ground water supply. Soon it will be lost to us
3619 Curran Ave Apt 6	rental unit condo. Sump pump installed basement 10% of structure
3620 Hidden Pointe Dr	recently built - storm shelter. Small 6x6 below grade shelter off garage for potential storm problems
3633 Hidden Pointe Dr	I have owned two different homes - both had water problems. I installed 2 water systems costing me about \$15k. I feel this should be each ones own fix - not tax payers fix. Who don't?
3704 E Seedling Mile Rd	no basement - we have a fruit cellar in the ground about 3'. We have lived here 37 years and had water table up that high 3 times.
3716 E Seedling Mile Rd	we still ge groundwater, but it isn't as bad as it was before the beaver system
3820 E Seedling Mile Rd	sump pump on stand by at all times! Quit having this worthless council do studies and surveys! Just get rid of the stinch out here before anymore school bonds, jail bonds, etc. are passed! It is annoying and a disgrace for air quality!
3937 W Capital Ave	have not had trouble after water level went down

Address	Comment
3949 W Capital Ave	we did install a mitigation measure but when the groundwater level was so high we still had a little water seep in. If the groundwater levels should rise to the heights like back in 1984-86 and again in 93-94 we would probably have water on the floor. The dewatering systems work but if a pump fails or we would loose electrical power we would have a very serious problem. It is a constant concern & certainly adds much stress when the water table is high. We will appreciate any help that can be given to help solve the groundwater problems. Thank you, mr. pedersen, for your concerns.
3951 W Capital Ave	the B-DRY system put in 8/93 with 3 pumps. The ground water level has been lower and the system was tested 3 times for short periods in the years following. We can depend on the groundwater lowering when the farmer starts irrigating south of our house. Our concern is when the land around us is no longer irrigated.
4005 Boston Cir	we have had water come up in the sump. The water came up in the sump but didn't get deep enough to start the pump. We do have a problem with surface water during a heavy rain. The storm sewer isn't large enough to take it all and North Road is too high so water tends to accumulate & flood.
4005 Kay Ave	we have had water 5 times in our basement but not recently. Our basement is ruined we have 1 sump pump there
4005 Sacramento Cir	my house is built up higher than a lot of them
4006 Edna Dr	I have lived here for 26 yrs and the flood of May 2005 is the 1st and only time we have had groundwater in the basement. We had about 3 inches of water
4006 Kay Ave	ground water came very close to our basement floor level this summer - within inches
4007 Kay Ave	installed drainage system with 2 sump pumps. Hasn't run for several years but worked 1 year since installation
4009 Kay Ave	only lived here 6 mos. We have a sump pump
4009 Mason Ave	1993 had water in basement - ruined carpet, but nothing since then
4010 Manchester Rd	Have a beaver system - have sump pump attached but as water table has dropped past several years pump has not cycled
4011 Sacramento Cir	know the groundwater level before you buy. We bought a sump pump but never used it. Water was 4" below basement floor. I believe everyone is responsible for their own water problems
4012 Boston Cir	spring of '97 was very wet & groundwater was high. Our house was built with a beaver system to collect & pump out water. We used it that spring for 1 day because the water was just below the floor level
4012 Kay Ave	the previous owners put in drain tile around basement perimeter and added an additional sump pump
4012 Mason Ave	I have a beaver system but the water level has been down the last few years. If it ever got as high as in the 1980's I'd have problems
4013 Kay Ave	finished basement completely ruined due to water 6"-8" high for 3 months.
4013 Mason Ave	cannot pay for a dewatering system. Plus if outside water gets too high this system will have to turn off to avoid walls caving in.
4014 Mason Ave	we have lived here since 1987 we have had 1" water in some part of basement, not all over, three times. We glued down thin carpet/water proof glue easy to clean up.
4015 Kay Ave	I used one sump pump there was always some water in basement - low or deep - for about 5-6 years. Replaced furnace about 1983
4016 Edna Dr	when building basement under floor drainage system was installed. Had to run pump in pre-installed gathering pit for 2 days in May of 2005
4016 Kay Ave	beaver system installed
4018 Reed Rd	new housing in our location is higher than our property. Water drainage in area is not right. Utility/trail easement not done.
4019 Kay Ave	when we installed a dewatering system it was a two pump system. Even with a two pump system it was unable to keep up with the amount of water coming into the basement
4019 W Faidley Ave	house has basin but not plumbed (no pump) in unti - house fairly new
4020 Cannon Rd	measures work fairly well
4022 Driftwood Dr	city has taken measures. We have not had groundwater problems since city placed well or something in northwest area of city
4027 W Capital Ave	don't know if measures work - never needed in 3 mos. of owning home

Address	Comment
4028 W Faidley Ave	rain drainage in our egress windows
4030 Roth Rd	my house is split level
4031 Sacramento Cir	we just moved in here 5/07. there is a beaver system. We have had water 3 times since moving in. We did figure out a couple of solutions. We are sure we will have more problems.
4032 Craig Dr	Waste of time & money you'll do whatever you want anyway. Would rather the time spent on getting paychecks out on time!!!!
4035 Edna Dr	we only get water in the basement when it rains a lot
4035 Greenwood Dr	lived in house over 5 yrs - have never had a problem
4036 Sandalwood Dr	just moved in this summer. Measures work as far as we know.
4037 Norseman Ave	beaver/tile drainage system installed \$\$
4039 Cannon Rd	house was built at higher level
404 Holcomb St	I have neighbors with basements that have and have had groundwater intrusion problems
4042 Sandalwood Dr	it has a dewatering system - but we have not had to use it.
4043 Patchwork Pl	mitigation measures worked most of the time. I put a beaver system in in 1985. had water on floor in summer of 1993 & close other times
4045 W Airport Rd	I have no basement, but I was flooded out in '05 because the city did not take care of the silver creek
4046 Horseshoe Place	we have as much of a concern/problem with drainage from about ground-when rain comes and the water has no where to go-as we do with concerns about groundwater. We are ver concerned about damage to our home from either of these sources.
4047 Reed Rd	are on privates wells here & septic systems
4049 Cannon Rd	we have lived at this address for over 12 yrs and have never had groundwater in our basement
405 W Stolley Park Rd	how will a dewatering plan affect my private well??
4051 Craig Dr	new house, beaver system installed during construction. Never water problems, not even in system holding bins. Not in flood zone
4051 Manchester Rd	my house is built up off & above the street with beaver plumbing under floor. Never had to pump
4051 Zola Ln	we have lived here 7 yrs and have had no problems
4052 Allen Ave	New home - built up over crown of road. Beaver system installed.
4056 David Ave	lower level no water problems. Everyone with water problems put in a beaver system. I guess it works well for them. Big wells will pump the water down where there is no problem and not do any good where the problem is. Everyone with water problems should put in beaver system in their basement
4060 Cannon Rd	my 35" dep sump has 13" of water in the bottom as of 11/15/07
4060 Stauss Rd	have a crawl space
4063 Manchester Rd	built the lot up. Don't build basements in low area - old drain, slough area & check before you buy/build
4064 Allen Ave	Neighbors on both sides of us and across the street have all had water problems
4067 Allen Ave	problems with surface water. Sent letter.
4067 Northview Dr	newly constructed house (Nov '06) house built up higher than ground lever - 3 to 4'. Dirt filled in around house slopping outward from house- beaver system installed in house when built
4075 Edna Dr	house was built on a raised level we have poor street drainage.
4075 W Airport Rd	I have purchased 2 sump pumps but they have not kept up with the ground water coming in several times in the past.
4078 Dack Ave	our neighbors have had problems
4088 Nevada Ave	concerned w/ stagnatn water. We have a crawl space. We are concerned w/ surface flooding & poor drainage.

Address	Comment
409 Rosewood Cir	we have sump pump & serves it's purpose
410 Rosewood Cir	I can't answer the last question as I have not had any water problems to know whether the drain tile installed works - I'm assuming it does. My home was built in 02-03
4103 Allen Ave	we have not had problems - but others on our street have
4106 Manchester Rd	buy the highest house in your neighborhood and spend money on a dewatering system when you buy a house.
411 E South St	there's only one house on this block with a basement
411 Hall St	I have a crawl space at my home
411 N Shady Bend Rd	use of sump pump
4110 - 4130 Cannon Rd	we put in a thrasher system
4110 - 4130 Cannon Rd	we put in a trasher system
4111 Driftwood Dr	we moved here in 1999 and have had no water problems so far.
4111 Hartford St	drainage problem from groundwater is horrible in our backyard. Sometimes the utility cases are more than 1/2 covered with with water. These are the ones that feed 1/2 our block
4111 Manchester Rd	building codes shouldn't allow basements in some parts of town. I don't feel all of us should have to pay for this problem. When houses are sold the buyers should be told of groundwater problems.
4112 Manchester Rd	Have never had water in the basement
4115 Prairie Ridge Ln	our house is 3 yrs old & the previous owners didn't put on downspout off shoots so we got water through one of our windows this summer
4115 W Airport Rd	in cellar
4115 West Ridge Ln	this is new construction so I don't know if I will have water in the basement - we do have a sump pump
4116 Allen Ave	the ditch behind our house needs to be redone so that water drains properly
4119 Cannon Rd	we have never had ground water problems and will never have ground water problems in the future.
4119 W Airport Rd	no basement because of high groundwater. We built a new house in 1994 w/ foundation only because of high ground water in this area. Did not want problems!
412 Nebraska Ave	installed sump pump this August, water was 12" from the top of the floor. Is now 20" from top of floor. Don't think sump pump will help any
4122 Prairie Ridge Ln	I worry about the rising ground water. I've never lived in a house with a basement before.
4127 Manchester Rd	have beaver system
4128 Prairie Ridge Ln	the house is 4 yrs old so code required drains were installed. No problems with water in the past 3 yrs we've lived here.
4129 Cannon Rd	we took into account the high water table when we built our house. We have had no problems.
4136 Mason Ave	we have w sump pump if water gets too high we still get water
4137 W Faidley Ave	have never had any ground water problems
4138 Arizona Ave	4' crawl space. Problems especially with flood & now all water bgeing pushed on us due to new housing development. Plan to call Thrashers to see if we can afford a sump pump. To the east of our property the ditch is not cared for - weeds & junk help impede drainage. We are concerned about how bad the drainage ditch drains. The city invested a lot of money & it was constructed wrong. Also we have constant back up from the new lake to the east so constant mosquitos and smell in the summer
4139 Allen Ave	our builder of our house did a good job to avoid wate rin the basement issues. We only have water in the backyard issues which are the direct result of poor development of the neighborhood.
4139 W Ridge Ln	this is a new construction house. We moved in in February of this year.
4140 Driftwood Dr	had water in 1993, year our house was built. Small amount in basement.
4142 Liberty Ln	Groundwater at freedom acres subdivision is 20+ feet below surface. Never been closer than 10'

Address	Comment
4144 W Faidley Ave	even when we had the 10" rain we didn't have groundwater problems
4145 W Airport Rd	have beaver system w/ 2 sump pits. Works usually but has not been able to handle the flow several times in the past. Ground water has cost me approx. \$50k in damage in last 22 yrs. of living here.
4146 Prairie Ridge Ln	just completed our updates and there has not been any rain since.
4146 West Ridge Ln	we have only lived in our new constructed house for 2 yrs. And have not had to run the system yet. But we do have a standing water problem in our yard & the park behind us. Poor drainage planning on the subdivision plans.
415 E Phoenix Ave	on borderline area for flooding during severe rain storms
4155 Texas Ave	just built our house & moved in weekend of 11/23/07
4159 W Faidley Ave	we built the house in 2003. additional precautions to guard against water infiltration were taken. Window well drains, internal & external drain tile, less depth of basement relative to normal depth. No water problems have been experienced.
416 Holcomb St	only once in the past
4160 Arizona Ave	have 4" tile under the basement floor leading to sump pump.
4164 Allen Ave	new home design with under floor and perimeter drain tile, drains to sump pit with sump pump
4165 Nevada Ave	Split level home - lowest level is 3 foot below ground. So far no water problems - not even during the flood
4166 Mason Ave	have sump pumps
4167 Mason Ave	power outage disables system
4170 Manchester Rd	we put in a beaver system. But haven't had groundwater problems for a few years.
4170 Norwood Dr	Drain Tile/Beaver System. Just moved here 8/07 so it's hard to answer some of these. Home is 3 yrs old, has had no water that time as far as I know.
4172 Redwood Ct	have lived at this address for 2 yrs
4175 W Airport Rd	concrete slab, no basement. Water level very high almost comes in front door when rains
4177 Mason Ave	think the measures taken are working but don't know we haven't had water problems in our area since. We put in a \$6k dewatering system - 3 big pumps & it started in 1983 - had 7 pumps running Easter Sunday morning of 1984. Water again in 1997 & then installed system in April of 1997
4177 W Capital Ave	have owned home for 20 yrs - no water problems unless heavy rains. We then have water in window wells and some seepage through blocks
418 Stagecoach Rd	have a storm shelter under sun room. Have lived here close to 3 yrs. Have not had water in there.
4182 Norseman Ave	we moved here in 1993 (summer). No one told us about past ground water problems in Capital Heights. We had problems in '93 & '98.
4185 W Airport Rd	our sump pump does keep up with the water most of the time. However, we are having more & more times when the sump pump can't keep up.
4186 Mason Ave	the measures I did take worked after the city or county installed wells & pumps & pipe to lower water level which I think were about 2 to 3 wells for whole area
4187 Mason Ave	water problems were very close this year - few inches below the floor. Would have had 6' of water in the basement in 1984 if I had not been pumping. Knocked a hole in the basement floor at it's lowest point many years ago & pumped out of that hole. Had water in the basement '83, '84, '85 and several other years after that clear up into the 90's. Would be willing to pay for dewatering this area.
4188 Norseman Ave	home has drainage system & we installed a sump pump the first year we were here. No problems since '96 & '97
419 Wyandotte St	the only time we had water in basement was several years ago when had so much rain 1/2 the town shut down.
4192 New Mexico Ave	a concrete drainage ditch runs along my property line - works very well.
4195 Iowa Ave	this is a new house we only have been in it since May
4196 Arizona Ave	I have a crawl space but have never had ground water problems
4196 Iowa Ave	we have only lived here since July so we haven't had any problems yet

Address	Comment
4196 Nevada Ave	didn't do any mitigation
4201 Michigan Ave	we have 2 sumps & pits to pump water out as soon as it gets in the pits. We haven't had any water in the pits in 7 yrs - still dry!
4203 Nevada Ave	have only been in this house for 6 years. There is a history of water problems
4205 Manchester Rd	it's been a long time and it don't work well so we took it off and using city water.
4206 Nordic Rd	bought home in 6/07 - home has sump pump & beaver system - no water intrusion problems to date
4207 Michigan Ave	problems in 80-81. since the city compelled the channel system in Capital Heights we have had zero problems
4208 Michigan Ave	split level - 4th level. Problems briefly in 1983
4209 Lariat Pl	in the past, we had flooding in the basement but a beaver system was installed. Only problems now are when electricity goes out...pump stops working
421 Stagecoach Rd	no problem as the wood river project took care of any problems
4210 New York Ave	put 5 12" holes 30" deep in basement floor with pumps. Helped some but did not keep it dry. When the land on east side of Independence was farmed and the irrigation well was turned on, it would drop our water level down to where our holes would be dry. It would only take 24 hrs to drop the water level. Now that the land is being developed the well won't be used to help us if the ground water comes up. So we are concerned as to what the future is going to bring.
4211 Manchester Rd	have never had water problem at this location
4212 Nordic Rd	garden level house
4216 Nevada Ave	the pumps you installed in our area have helped a lot - Thank you.
4216 Vermont Ave	1980's ran 2 sump pumps & 1 skimmer pump for 3-4 months. 1990's ran 1 sump pump for 1-2 months
4218 Spur Ln	as a taxpayer, I (we) would be willing to pay for dewatering processes in the city of Grand Island. The cost of health care with water issues, ie mold, is unmeasurable.
4219 Lariat Pl	we just moved in 10/07 & are not aware of any problems or measures taken
4220 Nordic Rd	have not had water problems since dewatering wells were drilled in this area
4221 Nevada Ave	I have 5 sump pumps, this year they ran almost all summer long
4221 W Capital Ave	no basement - no water in cellar
4222 Arizona Ave	basement is garden level not a full depth basement
4222 Kay Ave	garden level basement - groundwater level was 28" from top of ground in front yard next to the house
4222 Utah Ave	We do not have a basement but have had water before in the crawl space.
4223 Manchester Rd	when the drainage ditch was changed so the water drained out to North Rd the water problem was solved
4224 Michigan Ave	we had bad water problems in 1995 or 1996. they did work in our area to help & since then we have had very little water in the basement for the last 10 years.
4224 Nordic Rd	put in a tile system under basement floor. Works as long as water table does not get too high.
4224 Texas Ave	We pray that it will work if necessary. Haven't needed it in about 10 years.
4228 Utah Ave	thanks for asking & monitoring.
4229 Norseman Ave	have a beaver system - sump pump runs continuously every few minutes. After the dewatering well was installed out in our area, a few years ago ground water problems stopped in a very short time. They have not returned. We support dewatering wells (pumps) as do many of our neighbors.
4230 Arizona Ave	only 1 time did we have problems in 30 yrs. We only had water in the basement one time - 1984 I think. We don't want to pay for a groundwater system.
4230 Lariat Ln	we only had water 1 time in 1984 or 1985/86 began on Good Friday. The water table was very high in NW GI that spring
4231 Pennsylvania Ave	we built up dirt around our foundation and added another down spout. So far no more water!

Address	Comment
4233 Norseman Ave	have a sump pump - not sure if it helps
4234 Nevada Ave	All of our neighbors got water in their basements the flooding of May '05 except us.
4236 Spur Ln	have owned this home one year and during the heavy rains and area flooding. We were dry.
4236 W 13th St	when we had water for 2 yrs back in late 80's the city didn't worry about it then. So why do you now??
4237 Pennsylvania Ave	twice there was minimal water in different places since 2002
4239 Norseman Ave	we have not had any water in our basement since we moved here in 1992
4239 W Capital Ave	I think something should be done to eliminate this problem
4240 Nevada Ave	I have a split level house with a shallow basement. If I had a deeper basement I'm sure my water problems would be worse
4240 Utah Ave	we just have a crawl space. It may get damp I don't know
4241 Michigan Ave	1983 had ground water intrusions
4242 Michigan Ave	put in 3 sump pumps
4242 W Capital Ave	We had water in the early '80s
4243 Texas Ave	in 1983 we had 2 inches of water on our basement floor for 2 weeks. In 1993 about 1 inch for a week we used floor sump pumps to get rid of it.
4245 Nevada Ave	only lived here 18 mos. We have a sump pump and there is a city dewatering well next door that has run 24/7 since April.
4245 New York Ave	had water in basement short time in 80's. No problem since
4246 Nevada Ave	septrn \$6k on b-dry system with corogated pipe under basement floor. Alos, have dewatering well on our street which helps immensely for all neighbors.
4246 Vermont Ave	new gutters
4247 Branding Iron Ct	After heavy rains we have water come up thru our well. So far we've only used shop vac to clean up.
4247 Kay Ave	problems in 1993. we have a sump pump and a second hole for another pump. I am concerned that water has risen to within 3 feet of the surface in our second hole. If we have a wet spring, I'm guessing we could have problems.
4248 Manchester Rd	sent page letter
4249 Texas Ave	we had water in our basement in 1984 & 1994 and we placed sand points thru the basement floor - they have been removed
4252 Lariat Ln	high elevation - good drainage ditch
4252 Nevada Ave	sump pumps run occasionally. Sump pumps help & dewatering well in the area helps the most. No major problems since it was put in
4253 Vermont Ave	lived here since 8/05. our sump pump is 10 1/2' below ground level. In the 2 years living here I haven't seen any water in the well yet.
4255 Michigan Ave	we have lived in this home with a full basement for 34 years & have never had water in our basement. The city needs to stay out of this.
4255 Pennsylvania Ave	intrusion problem once in 1984
4258 New York Ave	I believe measures have worked - we will see
4258 Utah Ave	I have not had problems with water intrusion in my crawl space. My ditch out fornt sometimes has problems since my neighbor to the east doesn't have a good drain under his driveway
4259 Spur Ln	no problems that we know of - purchased 9/04. previous owner put in 3 sump pits
4261 Michigan Ave	in 1983 we used 3 sump pumps to pump 3k gallons a day from water below the basement floor. Carpet was wet
4262 Pennsylvania Ave	last incident was in 1993. prior was 1984. installed "B dry" system w/ 2 pumps
4264 Utah Ave	our water intrusion problems are minor. Our basement is for storage only. We keep everything up on wood pallets. Rarely do we have more than a puddle.

Address	Comment
4265 Vermont Ave	no problems with water in basement
428 Holcomb St	Ground water intrusion is a natural occurrence & is the responsibility of the land owner to correct or prevent. GI SHOULD NOT be involved when these limited number of intrusions are known to be possible before construction/purchase of said property.
4303 Michigan Ave	we keep good down spouts to take water from house
4304 Blauvelt Rd	measures taken - purchased a home w/out water problems. Am strongly opposed to city paying for dewatering for several reasons.
4305 Manchester Rd	we just moved in so we don't know if there has ever been water in the basement
4306 Blauvelt Rd	we got wet-damp no standing water in the 80's. Never since!
4306 Michigan Ave	let farmers pump ther water rather than the city
4308 Saddle Horse Ct	I am opposed to any plan that would require involuntary participation
4309 Blauvelt Rd	garden level
4312 Sherwood Rd	We moved here in 1992. there were sump pumps installed already. We haven't had problems.
4313 Blauvelt Rd	no problems
4317 Manchester Rd	mitigation worked but would be concerned if water table rose any highter than it has.
432 Dodge St	my groundwater is usually between five & six feet at the sidewalk. The plumber told me.
4320 Claussen Rd	performed pumping of groundwater. Don't use tax dollars to pump down the acquifier, it is a waste of money. If people want to attempt to alter nature let them use their own money
4321 Blauvelt Rd	split level
4323 Manchester Rd	city opened drainage cell so it would drain. This solved our problem. You would have better response if you had enclosed a return envelope.
4326 Cambridge Rd	our basement is shallower than many others.
4328 Manchester Rd	I have not lived here very lone (1 1/2 yrs) so can't relate to any problem except that we hear the sump pump start every so often
433 Stagecoach Rd	prior to the building of the wood river diversion canal I got groundwater in my basement only when wood river was at flood stage. Since the canal has been in place I have no problem
4331 Kay Ave	our hosue seems to set up higher in our yard - water usually gathers in our back yard. We have 3 sump pumps
4334 Cambridge Rd	don't know past problems/presently purchase home
4337 W Capital Ave	neighbors on all sides of us have experienced water in their basements. We have just been fortunate to date.
4338 Kay Ave	I have lived here for 10+ years and have not had water. Close once in 1997 I believe. But my basement has had approx. 12" of water sometime in the 80's.
4341 W Capital Ave	tri-level home - beaver system
4342 Cambridge Rd	there has been a dewatering well installed across the street at residence
4343 Kay Ave	after I added an additional sump pump (now have 3) city put in a well in our area. I have not pumped water since - around 7-8 yrs ago
4345 Manchester Rd	no problems in the 6 yrs we have lived here. It appears there were groundwater problems in this neighborhood and this house prior to installation of the drainage ditch between Manchester Rd & Laramie St.
4349 Sherwood Rd	we never had water in basement have a beaver system but hasn't run for 5 yrs after city put in detention centers
435 E South St	no basement crawl space only - no water problems
435 Hall St	Should be sent only to areas with basements
435 Holcomb St	do not have a basement

Address	Comment
435 Stagecoach Rd	have lived here since 2002 and had no problem - do have a sump pump - never used it
4355 Cambridge Rd	problem was very bad until we got the dewatering well. We probably would have groundwater in our basement right now, but we have a dewatering well in our back yard. We are VERY grateful for this
4356 W Capital Ave	we don't have groundwater problems, but we do get water in our basement from Engleman School runoff during moderate to heavy rains
4357 Lariat Ln	measures have worked so far - we got a beaver system in the back half of our basement
4357 Manchester Rd	only lived in home 2 yrs
4362 Lariat Ln	problems in '84 from Easter to July 4th & in '94/'95 briefly - less than a month. Have 1 sump pump and the well in our area helps
503 Memorial Dr	I rent & took measures myself - you know how landlords are in the town, rent don't fix anything. Heavy rain - walls cinder block - water seeping through - last flood soaked soil outside & sewer street backup to basement sink & run out on floor. Quite when rain water slowed. Vac water out of 2 rooms about 20 gallons. Was home lucky - I am in the morning.
504 Wyandotte St	lived here 4 yrs and have had none of the above problems
509 Memorial Dr	I have lived here for 18 months. What has happened in the past I don't know.
509 S Vine St	bi-level - I have to control too much rainwater due to heavy rains.
510 S Vine St	we have a garden level house but have not had a problem
511 Memorial Dr	we have a split level
512 Plum Rd	we built up dirt around the foundation which helps unless we have a lot of rain all at one time
512 Wyandotte St	during flood had problems. Only had water once since we lived here the past 31 yrs. It was in '92 or '93 when we had a lot of rain
516 Plum Rd	against dewatering developer, buyers & sellers should be responsible
519 E Ashton Ave	every time we get a heavy rain the street floods & runs into my basement. Also through basement floor.
519 Holcomb St	I have lived in this house for 50 yrs. Not yet had problems but they built my basement high & only 1/2 basement. Do not live in it. Storage only.
520 Wyandotte St	haven't had water since 1993
527 Holcomb St	ground water has been within twelve inches of our basement floor before the wood river diversion project. This fall (2007) it was within 24 inches of the floor.
529 E Memorial Dr	the sump pump I had installed several years ago probably presents ground water intrusion this spring/summer.
557 Stagecoach Rd	had problems before the flood control project the city has. No problems in basement since the flood control project on the wood river was completed.
578 Stagecoach Rd	have a crawl space that has had problems
580 Stagecoach Rd	storm cellar only - no problems to my knowledge. I've only lived here since 11/06
584 Stagecoach Rd	south GI is in the original Platte River & will have ground water with about average rainfall. Dewatering is a waste of money
604 Fleetwood Rd	newer construction - builder took measures
607 Plum Rd	we have owned the property since 3/03. never had a problem previous owner said he put a sump point well in around 1986 or 87. had to run it 24 hrs. a day for several days shortly after installation. He had no problem after that year. Never ran it after that for the next 17 yrs.
611 Fleetwood Rd	we have not had problems, but have pumps installed in case this becomes an issue
611 Plum Rd	never very much for problems - none this year. It has never been a problem. Water level was close a couple of times a few years ago, but not this year.
615 Hagge Ave	I placed a large sump pump in the middle of my basement floor in 1993. it lowered the water level which was just below the basement floor. If we had a significant rainfall during this period it would not have been enough to keep water out of the basement.

Address	Comment
617 Plum Rd	Grand Island has had ground water problems for years. We built our home in 1975 and knew about the ground problem. We elevated our home 2 feet and then put in partial basement 7 foot deep. 7 foot basement keeps us from having groundwater problems
617 Stagecoach Rd	minor problems starting in July '07, have only lived in house since 1/06. I installed a sump pump in early 8/07 - now have 2. since then, I've had very minor (a bit of dampness along outer wall in one corner) on a few occasions. I assume my response is confidential.
623 Roush Ln	don't have water problems - have no basement
633 Macarthur Ave	have not had groundwater problems since we have lived here 28 yrs
635 Memorial Dr	had ground water in basement - once in the 11 yrs we have lived here
636 Memorial Dr	no water in basement since flood of '67. however have water on the floor of garage (detached) quite often, even though there is no rain or reason for it.
639 E Ashton Ave	just moved in 8/07. from what I can tell there has never ben groundwater in the basement
641 Macarthur Ave	previous owner had sump pit installed after flood in 70's or 80's. Been in house since 2000. have had no problems
643 E Ashton Ave	we had seepage from the flood of '67. that was the only time. Pier lake flooded
648 Meves Ave	replaced gutters - added dirt
649 Macarthur Ave	in 1967 seepage thru cracks 6-10" deep. Have never been dumb enough to finish basement as apparetnly many others have. Responsibility and cost should fall on developers of flooded basement properties - building dept & planning people are equally responsible for allowing basements NOT the taxpayers responsibility
651 E Memorial Dr	sump pump has worked so far
651 Groff St	I think people should check into things before they buy, not after stuff happens then expect everyone to help pay for it.
657 Martin Ave	Have lived at this address since 1974 and have never had water in our basement.
659 E Ashton Ave	there hasn't been water in our basement since the floods in 60's- we've had no problem since we've owned this house. Basement walls & floors are sealed w/ cement paint.
668 Groff St	I feel that the property owner should be responsible for their property. I have had to pay for all repairs & improvements personally.
703 W Hedde St	don't have a basement
704 Hagge Ave	crawl space
704 Redwood Rd	we do have a sump pump system in place. It has never needed to operate
704 S Cherry St	why does the city & county continue to allow building homes in areas with groundwater problems (basements). The odor problem in GI is still a BIG problem (25 yrs)
705 Fleetwood Rd	New home, moved into home 11/2001, has 2 sump pumps. They've never kicked on. French Drains (3) in backyard - works pretty well in a heavy rain.
706 Fleetwood Rd	never had ground water
707 Church Rd	past problems are unknown. In the 5 yrs I've lived here, I have had no problems with water intrusions
709 Church Rd	I have lived here 5 years & haven't had problems. I have a sump pump but don't know if that matters or not.
710 W Hedde St Apt 7	None
711 Church Rd	we have a sump pump hole but no pump. This year we had a little water come into the hole, but it dried up & no harm done
711 Stagecoach Rd	we also own island inn - 2311 S Locust St
712 Hagge Ave	partial basement
713 Church Rd	I have owned my house for approx. 2 yrs. There are water marks on the basement walls about 3" up - so, there was groundwater intrusion problem at one time. I was told the house was in a flood zone prior to the wood river re-routing project. I also installed a sump pump - had a sump tank full of water when I took possession, but no pump

Address	Comment
715 Hagge Ave	not sure if mitigation measures have worked
715 W Stolley Park Rd	sump pump in basement when we moved in 7 1/2 yrs ago. We believe water was in basement years ago. No water in basement in past 7 1/2 yrs.
720 S Oak St	just moved into the apartment in September
725 Church Rd	we have a sump pump we've never used.
731 Church Rd	we have lived at this address for over 10 yrs with no water problems so far
801 W Stolley Park Rd	I do have a 2 foot deep hole about 6" in diameter that I think is for checking the groundwater depth. In the past 6 yrs it is usually dry or has a couple of inches of water in it. This year it was within a foot of the top most of the year
804 S Cherry St	I purchased my home because I knew it was a concrete slab on grad because I knew ground water is prevelant in the neighborhood
806 S Kimball Ave	partial basement
806 Sweetwood Dr	installed a sump pump and beaver system when house was built
809 E Bismark Rd	Have not had any problems - lived here 1 yr
809 S Pine St	problems during flood of 1967
809 S Vine St	when we built our home in 1976 the City would not let us have a basement because we were south of Bismark St & in the flood plain. But we still had to buy flood insurance. Many of the new homes being built should not ever have basements. You should have very strick rules & regulations on basement in low areas
811 E Delaware Ave	water got close to coming in about 8 years ago
811 Sweetwood Dr	we just moved into our house 3/07. we've had no problems. Basement has 2 sump pumps
816 E Oklahoma Ave	problems during flood 1967. we let water in through windows to help stabalize foundation in '67 then let water drain away a week or so later. In '80 we were hit by tornado & rebuilt house
817 Sweetwood Dr	we have put 2 18"x4' pits in basement 10 yrs ago. Had water in them 1st 2 yrs but has been dry since
820 S Arthur St	installed sump pump
821 Sun Valley Dr	dump pumps were installed but did not take care of the problem. Through much effort a dewatering well was installed across the street. It has kept our basement dry. Thank you!
822 E Delaware Ave	depth to water on 11/17/07 was 8'8" below the top of our foundation or 1.5' below our basement floor - that's the highest since 1997 sent letter
823 S Oak ST	the sewer line was rebuilt. It had a manhole cover at ground level. Now is totally underground & doesn't leak.
827 Driftwood Ct	we had water in the basement in 1984 when the water table was very high - none since - do have a sand pint outside wall.
827 E Bismark Rd	no problem
828 Driftwood Ct	in '93 water table came up, basement floor just became damp. No problems since
828 E Sunset Ave	our house is 12 years old we haven't had any groundwater problems at all!
830 E Sunset Ave	No problems since moved in 2001
831 E Delaware Ave	we have only lived here 4 yrs
831 E Phoenix Ave	no problems since 1967
832 Sweetwood Dr	bought home 1998 - started running dewatering system april 1999 - worked and ran every 20-25 minutes until July 1999 - no problems since. Except for the 2005 heavy rains when the detention cell plugged up on sweetwood and the water backed up thru the basement windows
833 E Bismark Rd	I have lived at this address since 1979 & have never had any groundwater problems
838 Redwood Rd	house was built with tile system
840 E Phoenix Ave	only problem during the '67 flood.

Address	Comment
902 E Sunset Ave	No problems in this area
903 E Oklahoma Ave	it would be a waste to send water down the river
903 S Cherry St	dewatering well to the east @ 927 E Phoenix may have helped. The drought of last 7 yrs has lowered water table
903 S Kimball Ave	When we bought the property the sump pump wasn't hooked up - three years ago during the big summer rain we had approx. 2" in the basement - last summer the pump ran twice & that was it
903 S Pine St	we are new owners there is a water mark on wall about a foot high. We have gutters.
904 S Greenwich St	there have been no ground water problems
905 Phoenix Cir	we moved here purposely because of no basement. July '06 - Sept '07 we lived at 2426 Del Mar Ave and these questions would have been answered yes, except the last
906 E Delaware Ave	the city put in a dewatering pump. Appreciated the city pump. No problem since it was installed
907 Claussen Ave	I do feel individuals should be somewhat responsible where they build, having basements. If they live/build in flooding areas they must realize the problems/cost they may have.
907 Sun Valley Dr	I purchased a tri level home because I knew there was problems with ground water in the neighborhood
908 S Locust St	I moved into this home 7/9/07 and to the best of my knowledge there were no problems. On 11/11, 11/20/2007 I am having thrasher basement systems install a perimeter drain system and a sump pump
908 S Oak St	we have a dewatering system but still a system to work in our area. Even more important we need much better street drainage
910 E Sunset Ave	so far we have been lucky. But when you live in GI you never know when it could happen to you.
910 S Vine St	not sure if previous owner had problems
911 E Phoenix Ave	put surveys online
914 S Vine St	no problems since 1967 when flood waters of the wood river overflowed into our locality
916 E Bismark Rd	Problems only with very heavy rainfall - 54 inches at one time.
916 S Sycamore St	haven't a clue what this about! Sorry.
918 S Oak St	everytime it rains heavy in a short time or long time our street floods causing water to completely flood our yard to the alley. When the water goes down water fills our basement about 3-5 inches
920 S Greenwich St	we live in a bi-level our lower level is street level
922 E Delaware Ave	split level
922 S Sycamore St	wood river project was supposed to take care of groundwater problems
923 E Phoenix Ave	the reason I have no groundwater problems in my basement is because the city & nrd put in a 300 gal/minute pump one property east of mine. There would be water in my basement now had this no taken place. I have no sump pumps in my basement.
923 S Vine St	after the '67 flood I cut 2 16" wide cut in the floor and put 4" drain pipe 16" below top of floor. I've had to dewater 4 times since then.
927 E Phoenix Ave	city installed a well in our back yard to dewater.
927 Nebraska Ave	water in ditch on Fonner Park Rd. When it's gone so is mine.
928 Pleasant View Dr	had water in basement in 1968
931 S Oak St	the sump pump runs continually twenty four hours a day
934 S Eddy St	I've had some water in basement when it rains. I've lived here 2 1/2 yrs. I just rent this from Action Property.
936 Sun Valley Dr	built my house and crawl space because I was aware of ground water in GI
937 S Sycamore St	we have 2 sump pumps & at times they can't keep up with all the water
940 S Pine St	We have water in basements a block away- have had all summer

Address	Comment
941 S Sycamore St	I believe pumping sand pits will do more good than a deep well. Check and clean wood river out to move water out.. Why? Had water in basement after flood most of the time. Except the year the pit was dug for ground for burington road bed. Also when Island Oasis was built because they had to pump water to do the job. Most of the water started after all the sand pits and detention cells were put in.
943 S Kimball Ave	have had water in basement 5 times in the past 37 yrs. The last time was when we had the 8" rain.
949 S Kimball Ave	city wells already in place if re piped could go a long way in reducing this problems.
949 S Sycamore St	Water in 1983, 1993 and two times this year. The water just came to fast and the rains too heavy and the sump system couldn't catch up.

# City council trims sails on dewatering study resolution

By Harold Reutter  
The Independent

The Grand Island City Council approved a dewatering study report Tuesday night but only after doing major surgery on the resolution giving the council's OK.

That surgery deleted three paragraphs, plus part of a fourth paragraph, to avoid giving any hint that the council was approving any implementation of the study findings.

The council's reluctance to approve implementation was due to the paucity of details on how the dewatering project would be financed.

The estimated price tag for the project is just more than \$13 million. The amortized cost over 20 years is \$1.23 million a year. The project also will need an estimated \$341,000 each year for operations and maintenance.

Public Works Director Steve Riehle said after Tuesday night's meeting that the altered resolution means the council agrees with the concept of dewatering outlined in the study but not much else.

## For the record

In other action, the council:

- Amended the salary ordinance for zoo employees. The amendment authorized \$10,356 of retroactive pay to zoo employees who worked for the city before a pay scale had been approved.
- Abolished the need for individual permits to do open burning during two-week periods during the spring and fall.

"They're saying that Grand Island can be dewatered," he said.

Riehle had earmarked \$100,000 in this year's budget to design a series of vertical pumping wells and pipeline to carry groundwater to the Platte River. The idea is to lower the groundwater level and keep water out of basements.

After the meeting, he said he understands why the council is reluc-

tant to begin spending that \$100,000 when the much larger question of how to come up with the \$13 million remains unanswered.

"As I said in (Tuesday's) paper, it's a monster project," Riehle said.

The city has four general methods of paying it.

Those are making the project a general cost of the city, assessing the cost against individual homeowners in the dewatered areas, selling the water to downstream interests or completing a "cost shift" between the city's wastewater treatment plant and the dewatering district.

Councilman Larry Seifert said he had a call from a person within one of the proposed dewatering districts whose basement is not affected by high groundwater levels.

Kevin Prior of Olsson Associates said it might be possible to do a multilevel assessment against homeowners. Assessments would be contingent upon the severity of the groundwater problem for an individual homeowner.

But Seifert said he is concerned

about plunging ahead and then discovering an individual homeowner might be facing a \$300 bill.

Councilman Gale Larson also wondered whether the city and the Hall County Airport Authority could strike a cooperative arrangement on dewatering to improve cost efficiency. Airport officials have said they must lower the water table on airport land to complete runway repair work.

After the meeting, Riehle said water sales could be done to finance the project. Grand Island's own Water Department might be a potential buyer.

Riehle said the city is getting most of its water supply from the Platte River well field south of town. City officials have been concerned that, when the Water Department needs to drill new wells, it will be forced to put an equal amount of water back into the Platte River.

"If they have wells pumping 7,500 gallons of water from the well field, they would have to put 7,500 gallons of water back into the Platte," Riehle said.

If that happens, it makes sense to get the replacement water from the dewatering wells proposed for western and southeastern Grand Island.

Riehle admitted, however, that the Water Department may never be required to provide replacement water for what it pumps from the well field.

However, other cities or conservation interests downstream from Grand Island could be potential buyers, he said.

Riehle also pointed out that Grand Island's wastewater treatment plant is incurring extra costs because of the city's high water table.

Those costs come from groundwater seeping into the city's sanitary sewer pipes. They also come from homeowners who pump water directly into the city's sanitary sewer system to help keep their basements dry.

A lower water table would mean reduced costs for the wastewater plant.

If that happens, perhaps those

cost savings could be shifted from the wastewater plant to help finance the dewatering project, Riehle said.

While the council slowed things down Tuesday night, it did not want the dewatering project to screech to a halt.

Larson said he wanted progress to continue. If buyers for water eventually materialize, he said, Grand Island must be in a position to make those sales.

Also Tuesday night, the city council approved a policy with North-Western Public Service Co. to contribute \$2 per resident to a Grand Island economic development fund.

That will generate \$86,000 for Grand Island. The city will use that money for specific projects that encourage industrial development and growth of natural gas usage.

A committee will make recommendations to the council on which projects get financing. City Attorney Charlie Cuypers told the council that the committee could be a specially formed group or the Grand Island Economic Development Council.

CITY OF

Grand Island

NEBRASKA

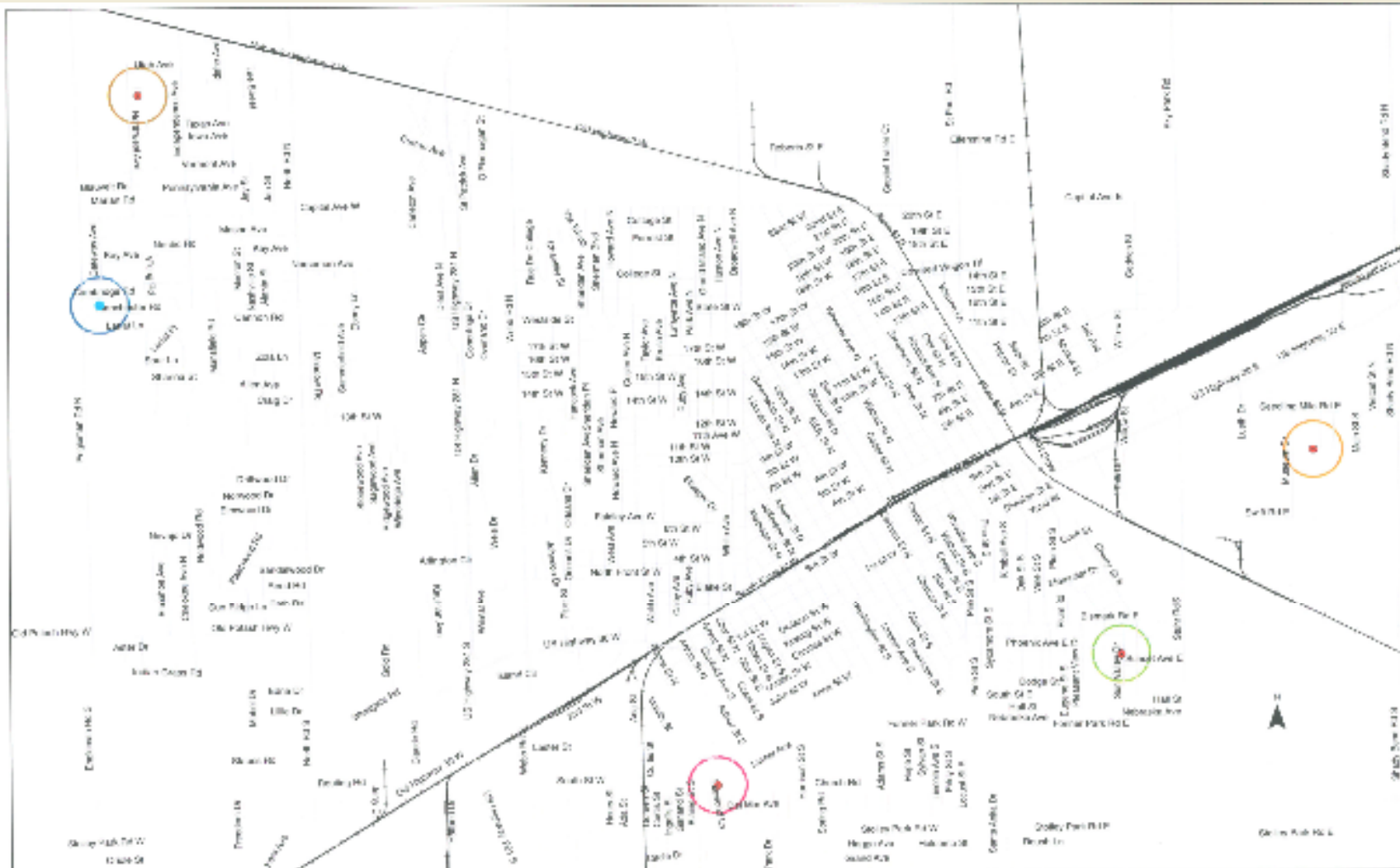
PUBLIC WORKS

# Dewatering Well Program





## PUBLIC WORKS



## Benefit

- ➊ Dewatering wells are beneficial to all within the cone of influence.
- ➋ Dewatering wells may be beneficial to some outside the cone of influence; but this will be inconsistent.
- ➌ A single dewatering well does not have a significant affect much beyond the cone of influence, and cannot dewater the entire City.

\*Note that the subject 5 wells dewater 171 properties, with some additional benefit to an additional 182.

## Concerns

- 🌊 Dewatering without proper drainage may move the water issue to other properties.
- 🌊 Dewatering in some locations may pull ground water contamination toward the well.
- \*Note that there are no known issues with the subject wells at this time.

## Purpose

- There is no question that dewatering is beneficial to those within its cone of influence.
- Only Authorization is in question.

## Authorization

December 21, 1998 agreement with the NRD established a 36 month limit; stating:

“The Interlocal Cooperation Agreement shall remain in full force and effect during the term of the demonstration project, this being a period not to exceed thirty-six (36) months from the date of execution by the City and District.”

\*Note that the only amendment reiterated this 36 month limit.

## Council Action

- When approving the resolution to approve the report, the City Council deleted 3 paragraphs and part of a fourth to “avoid giving any hint that the Council was approving any implementation of the Study’s findings.”

## Ownership

- 🌐 The NRD retained ownership until the conclusion of the project:

“All personal property and fixtures acquired and used in the demonstration project shall be owned by the District. In the event the demonstration project is terminated and is not superseded by a permanent dewatering project any remaining equipment and fixtures shall become the property of the City....”

## Liability

- 🌐 Disposal is the responsibility of the City:  
“All cost of removal of the equipment and fixtures and abandonment and capping of wells shall be part of the actual expenses subject to reimbursement by the City ...”

## Expectation

There was an expectation that either a City wide dewatering program would be established or that the wells would be removed (see Liability quote).

“In the event the City and District mutually agree that the demonstration project is successful and beneficial for the City and District, the Interlocal Cooperation Agreement may remain in full force and effect pursuant to amendment to be approved and adopted by the parties until superseded by a permanent dewatering project of some nature.”

## Installation

🌊 Cambridge Road, Sun Valley Avenue, and Phoenix Avenue, were installed as part of the NRD contract.

🌊 Villa Mar Dee Avenue was installed to dewater the area to accommodate water and sewer line construction, and meant to be temporary.

🌊 The origin of the Nevada Avenue is uncertain.

\*Note that the wells at Villa Mar Dee and Nevada do not require authorization, but were included for operational consistency.

## Operation

- 🌐 The City has operated wells at Cambridge Road, Sun Valley Avenue, and Phoenix Avenue without Council authorization since September 2000.

## Discussion

Resolution is for **Authorization**

\*Note that the benefit of dewatering is not in question.

RESOLUTION 2011-162

WHEREAS, on December 21, 1998, by Resolution 98-333, the City of Grand Island approved an agreement with the Central Platte Natural Resources District (CPNRD) for the installation of test wells and monitoring wells for studying the success of the wells at lowering groundwater levels; and

WHEREAS, said agreement was amended on October 25, 1999, by Resolution 99-340;  
and

WHEREAS, said agreement specifically limited this endeavor to no more than 36 months;  
and

WHEREAS, in order for these dewatering wells to remain in operation the Public Works Department needs authorization for the funding of the existing dewatering wells.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Public Works Department shall establish a dewatering program to operate, maintain, and repair dewatering wells. The program shall initially consist of facilities located at:

- 330 Villa Mar Dee Avenue; and
- 4351 Cambridge Road; and
- 4255 Nevada Avenue; and
- 2513 Phoenix Avenue; and
- 910 Sun Valley Drive.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, June 28, 2011.

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Jay Vavricek, Mayor

Attest:

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RaNae Edwards, City Clerk



# **City of Grand Island**

**Tuesday, June 28, 2011**

**Council Session**

## **Item I6**

**#2011-163 - Approving Bid Award - Uranium Removal System  
Equipment**

**Staff Contact: Tim Luchsinger**

# **Council Agenda Memo**

**From:** Tim Luchsinger, Utilities Director  
Jason Eley, Asst. City Attorney/Purchasing

**Meeting:** June 28, 2011

**Subject:** Uranium Removal System Equipment

**Item #'s:** I-6

**Presenter(s):** Tim Luchsinger, Utilities Director

## **Background**

In 2003, a new EPA regulation established a Maximum Contaminate Level (MCL) for uranium in drinking water. Uranium is a naturally occurring element in the aquifers of Nebraska and other states across the nation. Implementation of the new MCL began with sampling of the state's municipal water systems in accordance with the EPA specified testing protocol. Samples of the Grand Island water supply for regulatory compliance were first taken in 2004. The sampling protocol requires testing on a rolling average, quarterly basis with the average of the most recent four tests being the number by which compliance is determined.

Sampling and testing of the Grand Island water system thus far show full compliance with the EPA regulation. Uranium is naturally occurring in the aquifer in central Nebraska. Uranium is not an acute concern but rather is a concern over a lifetime of exposure. According to the *Neb-Guide from the University of Nebraska*, “....uranium in water supplies produces very little radioactivity, the health effects from exposure to uranium are primarily thought to be associated with the chemical properties of soluble uranium. Studies suggest that ingestion of high levels of uranium may be associated with an increased risk of kidney damage...Exposure to soluble uranium in drinking water has not been shown to increase the risk of developing cancer.”

The City's municipal water system is supplied primarily from its Platte River Well Field. This well field is comprised of 21 wells and a pumping station. Testing for State regulatory requirements indicated composite uranium levels to be approaching the Maximum Containment Level (MCL) established by the EPA. Testing of individual wells for uranium has indicated most wells exceed this MCL. To allow use of these wells during high water system demand periods, additional piping was installed in the past year for blending with lower uranium concentration wells.

In case uranium levels could be controlled below the new MCL by well blending, the Department, with our consultant for this project, HDR Engineering of Lincoln, had undertaken a more detailed investigation to determine uranium removal methods and evaluate those best suited for the Grand Island system. Factors in the evaluation included; the review of available technologies; amount of uranium removal; capital costs; operational costs; and waste disposal.

HDR completed this evaluation of treatment options. The evaluation screened known water treatment methods and focused on coagulation/filtration, ion exchange, and adsorptive media as the most viable options for radionuclide removal. The recommendation of the evaluation was an adsorptive media system, and this was presented at a meeting with Nebraska Health and Human Services, Nebraska Department of Environmental Quality, HDR, and City Utilities Staff in attendance. The use of this type of technology has been shown to be very effective in radionuclide removal, but its use has not been used in an application as large as would be required to treat Grand Island's water demand. The consensus at the meeting was that it may be useful to perform a large scale pilot program on selected wells at the Platte River Well Field. It is anticipated that a full capacity treatment system, if required, would be comprised of several modules the size of a pilot plant, utilization of the pilot plant could be therefore incorporated into the final design solution. Recent testing of uranium concentrations in the wells indicated a trend towards increasing levels, reducing the effectiveness of well blending to reduce overall levels, therefore, based on Department recommendations, the Utilities Department was authorized by Council on February 22, 2011 to proceed with the procurement and installation of the large-scale pilot uranium removal system. Based on the multiple phase structure of the uranium engineering services RFP, HDR was requested to provide a proposal for preparing specifications to issue for bids for an adsorptive media pilot plant. These specifications are for the components and accessories of an integrated treatment system designed to meet specified performance parameters.

## **Discussion**

Specifications for the Uranium Removal System - Equipment Procurement were advertised and issued for bid in accordance with the City Purchasing Code. The specifications included two pricing elements. Schedule A is the price for furnishing the uranium removal system equipment in accordance with the specifications. Schedule B is the present value cost of providing ten years of maintenance and support for operation of the system, subject to adjustment annually based on the Consumer Price Index. This includes monitoring operation of the system, furnishing replacement treatment media, disposal of spent media at licensed facilities, maintaining compliance with a radioactive materials license, and decommissioning of the system. The price is based on a specified annual quantity of water to be treated, with a unit price for adjustment of water quantities above the specified amount. Two bidders responded as listed below. The engineer's estimate for this project was \$2,500,000 for Schedule A and \$7,722,000 for Schedule B.

Bidder	Bid Price
Water Remediation Technology Of Wheat Ridge, Colorado	Schedule A: \$2,049,050.00 Schedule B: \$6,072,966.90
Total A & B:	\$8,122,016.90
Environgen Technologies Of Kingwood, TX	Schedule A: \$1,852,000.00 Schedule B: -----
Total A & B:	\$1,852,000.00

Environgen took exception to providing Schedule B pricing and their bid was not further evaluated as being non-compliant. Utilities staff and HDR reviewed the Water Remediation Technology (WRT) for compliance. WRT included additional bonding not required by the specifications. City legal and utilities staff did not consider the additional bonding to be in the City's benefit and adjusted the bid price using the bond pricing included in the bid. WRT also proposed an alternative payment schedule, but otherwise had no exceptions. The Utilities Department recommends that WRT be awarded the contract for the Uranium Removal System – Equipment Procurement specifications for the Schedule A adjusted bid price of \$1,958,100 and the Schedule B bid price of \$6,072,966.90, for a total bid price of \$8,031,066.90.

Subsequent to awarding the contract for procurement of the uranium removal equipment, Council will be required to consider the following items to complete the uranium removal project.

- Detailed engineering services for installation of the uranium removal system
- Installation of the uranium removal system
- Financing of capital expenditures
- Rate increase for annual operating cost of uranium removal system

Upon receiving preliminary drawings from the equipment supplier, HDR will provide a not-to-exceed fee to provide detailed engineering to develop plans and specifications to be issued for bid to installation contractors. These specifications will include a building, foundations, and installation of the uranium removal system. The estimate for engineering and installation to complete the uranium removal system is \$1,000,000. Discussions for our bond underwriter, Ameritas, have considered several options of dovetailing or refinancing a short-term bond issue with an existing water department revenue bond which is scheduled to mature in 2014. These options would allow the future debt service obligation to remain relatively constant with the current obligation and minimize the capital effects of the uranium removal project to the water department budget. A rate increase will be needed, however, to fund the annual operations portion of the uranium removal system. A preliminary rate increase of 29% had been forecast, but by minimizing the debt service impact and using a contract price lower than the estimate, the current rate increase forecast is 20%. A table of current and projected water rates compared to other Nebraska communities is attached.

## **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 bid of Water Remediation Technologies of Wheat Ridge, CO in the amount of \$1,958,100 for Schedule A and \$6,072,966.90 for Schedule B for a total bid of \$8,031,066.90.

## **Sample Motion**

Move to approve the bid of Water Remediation Technologies of Wheat Ridge, CO in the amount of \$1,958,100 for Schedule A and \$6,072,966.90 for Schedule B for a total bid of \$8,031,066.90.

# WATER RATE COMPARISON

January 20, 2011

	Residential 1" Meter Per 100 cubic feet (ccf)		Commercial 2" Meter Per 100 cubic feet (ccf)	Industrial 6" Meter Per 100 cubic feet (ccf)		Industrial 10" Meter Per 100 cubic feet (ccf)	
	5	50	100	500	8,000	68,422	76,484
<b>Lincoln</b>	\$9.66	\$116.94	\$151.81	\$983.83	\$14,568.31	\$83,275.80	\$93,071.13
<b>MUD -</b>							
*Winter	\$19.62	\$64.57	\$134.66	\$721.58	\$7,866.33	\$60,051.90	\$66,977.16
*Summer	\$19.62	\$88.90	\$164.43	\$870.43	\$7,866.33	\$60,051.90	\$66,977.16
<b>North Platte</b>	\$16.60	\$76.52	\$192.60	\$814.39	\$7,837.85	\$63,614.24	\$71,043.52
<b>Norfolk</b>	\$14.50	\$69.97	\$152.39	\$733.83	\$7,558.83	\$62,542.85	\$69,879.27
<b>Fremont</b>	\$15.32	\$43.28	\$163.78	\$518.25	\$6,168.25	\$51,484.75	\$57,531.25
<b>Hastings</b>	\$16.35	\$62.25	\$110.07	\$626.74	\$6,176.74	\$50,889.02	\$56,854.90
<b>Columbus</b>	\$10.60	\$58.30	\$121.45	\$624.00	\$7,599.00	\$64,027.46	\$71,525.12
<b>Kearney</b>	\$13.25	\$69.50	\$135.00	\$674.91	\$10,049.91	\$85,619.31	\$95,696.81
<b>Grand Island -</b> *Current rates	\$7.83	\$41.10	\$76.75	\$338.35	\$4,449.35	\$36,775.12	\$41,088.29
*Increase \$0.16 per ccf	\$8.63	\$49.12	\$93.75	\$451.91	\$5,730.35	\$47,723.64	\$53,326.73
*Flat Increase (20%)	\$9.33	\$49.25	\$92.03	\$405.95	\$5,339.15	\$43,814.55	\$49,305.88
<b>Greeley CO</b>	\$23.71	\$133.94	\$245.74	\$945.01	\$13,960.21	\$118,836.93	\$132,803.33

Purchasing Division of Legal Department  
**INTEROFFICE MEMORANDUM**



Jason Eley, Purchasing Agent

*Working Together for a  
Better Tomorrow, Today*

**BID OPENING**

**BID OPENING DATE:** May 5, 2011 at 2:00 p.m.

**FOR:** Uranium Removal System – Equipment Procurement

**DEPARTMENT:** Utilities

**ESTIMATE:** \$2,500,000.00

**FUND/ACCOUNT:** 520

**PUBLICATION DATE:** March 31, 2011

**NO. POTENTIAL BIDDERS:**

**SUMMARY**

<b>Bidder:</b>	<b><u>Water Remediation Technology</u></b> Wheat Ridge, CO	<b><u>Envirogen Technologies</u></b> Kingwood, TX
<b>Bid Security:</b>	\$102,452.50	Argnaut Insurance Co.
<b>Exceptions:</b>	None	Noted
<b>Bid Price:</b>		
<b>Schedule A:</b>	\$2,049,050.00	\$1,852,000.00
<b>Schedule B:</b>	<u>\$6,072,966.90</u>	<u>-----,</u>
<b>Total A &amp; B:</b>	\$8,122,016.90	\$1,852,000.00

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

Bob Smith, Assist. Utilities Director  
Pat Gericke, Utilities Admin. Assist.  
Lynn Mayhew, Plant Supt.

**P1473**

RESOLUTION 2011-163

WHEREAS, the City of Grand Island invited sealed bids for Uranium Removal System Equipment Procurement, according to plans and specifications on file with the Utilities Department; and

WHEREAS, on May 5, 2011, bids were received, opened and reviewed; and

WHEREAS, Water Remediation Technologies of Wheat Ridge, CO, submitted a bid in accordance with the terms of the advertisement of bids and plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$8,031,066.90; and

WHEREAS, the bid of Water Remediation Technologies is less than the estimate for the Uranium Removal System Equipment Procurement.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Water Remediation Technologies in the amount of \$8,031,066.90 for Uranium Removal System Equipment Procurement, is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, June 28, 2011.

\_\_\_\_\_  
Jay Vavricek, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form	☐ _____
June 23, 2011	☐ City Attorney



# City of Grand Island

Tuesday, June 28, 2011

Council Session

## Item I7

**#2011-164 - Consideration of Selling One-Stop Building Located at  
1306 West 3rd Street**

Staff Contact: Craig Lewis

# **Council Agenda Memo**

**From:** Craig Lewis, Building Department Director

**Meeting:** June 28, 2011

**Subject:** Request for Approval of a Resolution to Allow City Staff to Prepare a Request for Proposal to Dispose of the Property at 1306 W 3<sup>rd</sup> Street

**Item #'s:** I-7

**Presenter(s):** Craig Lewis, Building Department Director

## **Background**

This is a request to allow City staff to prepare a request for proposal to dispose of the City owned property at 1306 West 3<sup>rd</sup>. Street. The property was purchased in July of 1996 and most recently was leased to the State of Nebraska Department of Administrative Services. That lease expires June 30, 2011 and no additional lease has been presented to the city for continuing occupancy of the building.

## **Discussion**

This provides the City an option for addressing the property. Approval of this resolution will allow city staff to prepare a request for proposal and solicit potential purchaser to dispose of the surplus property.

## **Alternatives**

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

1. Approve the resolution for a request for proposal.
2. Disapprove or /Deny the Request.
3. Modify the resolution to meet the wishes of the Council.
4. Table the issue.

## **Recommendation**

City Administration recommends that the Council approve the resolution and direct staff to prepare a request for proposal to dispose of the surplus property.

## **Sample Motion**

Move to approve the resolution and direct city staff to prepare a request for proposal to dispose of the surplus city property.

RESOLUTION 2011-164

WHEREAS, The City of Grand Island owns the property at 1306 W. 3<sup>rd</sup> Street, Grand Island, Nebraska, and

WHEREAS, The current lease agreement with the State of Nebraska Department of Administrative Services, State Building Division will expire on June 30, 2011, and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the property is hereby declared as surplus property and that City staff is authorized to proceed with a request for proposal to dispose of the property.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, June 28, 2011.

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Jay Vavricek, Mayor

Attest:

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RaNae Edwards, City Clerk



# City of Grand Island

Tuesday, June 28, 2011

Council Session

## Item J1

### **Approving Payment of Claims for the Period of June 15, 2011 through June 28, 2011**

*The Claims for the period of June 15, 2011 through June 28, 2011 for a total amount of \$3,641,566.31. A MOTION is in order.*

Staff Contact: Mary Lou Brown



# City of Grand Island

Tuesday, June 28, 2011

Council Session

## Item X1

### Update Concerning Union Negotiations

*The City Council may vote to go into Executive Session as required by State law to discuss AFSCME, IAFF, FOP, IBEW (Utilities) (Finance) (WWTP) and (Service/Clerical) Union Negotiations for the protection of the public interest.*

Staff Contact: Brenda Sutherland