
City of Grand Island



Tuesday, December 4, 2012
Council Session Packet

City Council:

Larry Carney
Linna Dee Donaldson
Scott Dugan
Vaughn Minton
John Gericke
Peg Gilbert
Chuck Haase
Mitchell Nickerson
Bob Niemann
Kirk Ramsey

Mayor:

Jay Vavricek

City Administrator:

Mary Lou Brown

City Clerk:

RaNae Edwards

7:00 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.

Invocation - Pastor Harvey Johnson, Messiah Lutheran Church, 708 North Locust Street

Pledge of Allegiance

Roll Call

A - SUBMITTAL OF REQUESTS FOR FUTURE ITEMS

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

B - RESERVE TIME TO SPEAK ON AGENDA ITEMS

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



City of Grand Island

Tuesday, December 4, 2012

Council Session

Item -1

Approving Minutes of November 27, 2012 City Council Regular Meeting

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING
November 27, 2012

Pursuant to due call and notice thereof, a Regular Meeting of the City Council of the City of Grand Island, Nebraska was conducted in the Council Chambers of City Hall, 100 East First Street, on November 27, 2012. Notice of the meeting was given in *The Grand Island Independent* on November 21, 2012.

Mayor Jay Vavricek called the meeting to order at 7:00 p.m. The following City Council members were present: Chuck Haase, Larry Carney, Bob Niemann, Kirk Ramsey, Peg Gilbert, Mitch Nickerson, Linna Dee Donaldson, Scott Dugan, Vaughn Minton, and John Gericke. The following City Officials were present: City Administrator Mary Lou Brown, City Clerk RaNae Edwards, City Attorney Robert Sivick, Interim Public Works Director Terry Brown and Finance Director Jaye Monter.

INVOCATION was given by Father Todd Philipsen, Blessed Sacrament Catholic Church, 518 West State Street followed by the PLEDGE OF ALLEGIANCE.

Mayor Vavricek introduced Community Youth Council member Emma Kreutzer.

PRESENTATIONS AND PROCLAMATIONS:

Presentation of the “Mayor’s Builder Award” – Third City Community Clinic Dr. Sara Graybill, 2012 Physician Volunteer of the Year and Dr. Timothy Jacobs, 2012 Dentist Volunteer of the Year. Mayor Vavricek presented the “Mayor’s Builder Award” to Third City Community Clinic Dr. Sara Graybill 2012 Physician of the Year and Dr. Timothy Jacobs, 2012 Dentist Volunteer of the Year. Dr. Graybill, Mrs. Jacobs on behalf of Dr. Timothy Jacobs and his son Luke were present for the recognition. Also present and recognized was Susan Aguilar.

Recognition of Grand Island Central Catholic Girls Volleyball Team for Class C-1 State Qualifiers. The Mayor and City Council recognized the Grand Island Central Catholic Girls Volleyball Team and Coach Sharon Zavala for qualifying for State in Class C-1. Six girls from the team were present.

Recognition of Grand Island Northwest Girls Volleyball Team for Class “B” State Championship. The Mayor and City Council recognized the Grand Island Northwest Girls Volleyball Team and Coach Diane Rouzee for the Class “B” State Championship. Thirteen girls from the team were present along with Coach Rouzee and staff.

Recognition of State Volleyball Tournament Recruitment Success to Grand Island. The Mayor and City Council recognized the efforts of Cindy Wells; Orv Qualsett; Convention Visitors Bureau; Sports Council; Heartland Events Center; Fonner Park, Nebraska School Activities Association; Northwest High School; Central Catholic High School; and Grand Island Senior High School for their successful efforts in recruiting the State Volleyball Tournaments for Grand Island. Present were Cindy Wells, Liz Gerberding, Dianne Willey, and Howard Schumann.

PUBLIC HEARINGS:

Public Hearing on Request from Douglas & Mikaela Westerby on behalf of William Gulzow for a Conditional Use Permit for a Car Dealership Located at 233 East 2nd Street. Building Department Director Craig Lewis reported that Douglas & Mikaela Westerby on behalf of William Gulzow had applied for a Conditional Use Permit for the operation of an outdoor sales lot for new and used motor vehicles at 223 East 2nd Street. Staff recommended approval with conditions in City Code Section 36-105 along with removal of any encroachments in the right of way. Douglas & Mikaela Westerby, 3620 Catfish Avenue and William Gulzow, 2312 Viking Court spoke in support. No further public testimony was heard.

Public Hearing on Amendment to the Redevelopment Plan Area 10 Located at 809-811 South Kimball Street. Regional Planning Director Chad Nabity reported that Token Properties LLC, developer, had submitted a proposed site specific redevelopment plan that would provide for site acquisition, clearance and extension of utilities and subsequent construction of a duplex at 809 and 811 Kimball Avenue. 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:

#9410 - Consideration of City Council’s Approval of All Individual City Negotiators

#9411 - Consideration of Amending Section 2-21 of the Grand Island City Code Regarding Compensation for Elected Officials (Council)

#9412 - Consideration of Amending Section 2-18 of the Grand Island City Code Regarding Compensation for Elected Officials (Mayor)

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

#9410 - Consideration of City Council’s Approval of All Individual City Negotiators

Councilmember Larry Carney stated he brought this forward because he thought it to be in the City’s best interest. Mentioned was that the negotiation team speaks for the Council with no input or approval from Council.

Margaret Hornady, 2708 Arrowhead Road spoke in opposition.

Motion by Carney, second by Haase to approve Ordinance #9410.

A lengthy discussion followed. Clarified was that this ordinance would not allow Councilmembers to sit in on negotiations or select the negotiation team, but would allow the Council to approve the negotiation team and strategies. Comments were made that the Council had the final decision on all contracts and if it wasn’t broken, don’t fix it.

Human Resources Director Brenda Sutherland commented on the process of negotiations, sharing information with the council during executive sessions, the make-up of the negotiation team, and the cost of an outside negotiator.

City Clerk: Ordinance #9410 on first reading. All those in favor of the passage of this ordinance on first reading, answer roll call vote. Upon roll call vote, Councilmembers Haase, Carney, Niemann, Donaldson, Dugan, and Gericke voted aye. Councilmembers Ramsey, Gilbert, Nickerson, and Minton voted no. Motion adopted.

City Clerk: Ordinance #9410 on final passage. All those in favor of the passage of this ordinance on final passage, answer roll call vote. Upon roll call vote, Councilmembers Haase, Carney, Niemann, Donaldson, Dugan, and Gericke voted aye. Councilmembers Ramsey, Gilbert, Nickerson, and Minton voted no. Motion adopted.

Mayor Vavricek stated he was not in support of this ordinance. All union contracts in the past years had been approved and felt the current process wasn't broken. Mayor then vetoed the vote.

Motion by Carney, second by Gericke to override the veto. Upon roll call vote, Councilmembers Haase, Carney, Niemann, Donaldson, Dugan, and Gericke voted aye. Councilmembers Ramsey, Gilbert, Nickerson, and Minton voted no. Motion failed.

#9411 - Consideration of Amending Section 2-21 of the Grand Island City Code Regarding Compensation for Elected Officials (Council)

City Attorney Robert Sivick reported that this was similar to the Ordinance brought forward two weeks ago. The compensation for Council would increase from \$6,000 to \$9,000 to be effective December 4, 2012.

Margaret Hornady, 2708 Arrowhead Road stated Council did need a raise but had concerns regarding the budget. Mentioned was that this be reviewed more often than every ten years.

Motion by Gericke, second by Carney to approve Ordinance #9411. Discussion was held regarding other cities' salaries and benefits.

Motion by Niemann, second by Gericke to amend the motion to add that a review of salary increases for the Council be done every two years.

Motion by Nickerson, second by Minton to amend the motion to change the annual amount from \$9,000 to \$7,200. Finance Director Jaye Monter stated the money would come from the non-department line item. Upon roll call vote, Councilmembers Haase, Ramsey, Gilbert, Nickerson, Donaldson, Dugan, and Minton voted aye. Councilmembers Carney, Niemann and Gericke voted no. Motion adopted.

Upon roll call vote to amend the motion to add that a review of salary increases for the Council be done every two years, Councilmembers Haase, Carney, Niemann, Ramsey, Gilbert, Nickerson, Donaldson, Dugan, and Gericke voted aye. Councilmember Minton voted no. Motion adopted.

City Clerk: Ordinance #9411 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 #9411 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.

Mayor Vavricek: By reason of the roll call votes on first reading and then upon final passage, Ordinance #9411 is declared to be lawfully adopted upon publication as required by law.

#9412 - Consideration of Amending Section 2-18 of the Grand Island City Code Regarding Compensation for Elected Officials (Mayor)

Councilmember John Gericke stated this Ordinance would raise the Mayor's salary from \$13,000 to \$16,000 per year beginning 2014.

Motion by Gericke, second by Niemann to approve Ordinance #9412.

Motion by Gericke to amend the annual compensation from \$16,000 to \$14,200. Motion died due to lack of a second.

Motion by Dugan, second by Niemann to amend the motion and add a review of this salary during the budget of the fiscal year prior to the General Election. Upon roll call vote, Councilmembers Haase, Carney, Niemann, Ramsey, Gilbert, Nickerson, Donaldson, Dugan, and Minton voted aye. Councilmember Gericke voted no. Motion adopted.

City Clerk: Ordinance #9412 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 #9412 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.

Mayor Vavricek: By reason of the roll call votes on first reading and then upon final passage, Ordinance #9412 is declared to be lawfully adopted upon publication as required by law.

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

Approving Minutes of November 13, 2012 City Council Regular Meeting.

Approving Re-Appointment of Jolene Wojcik to the Grand Island Facilities Corporation Board.

Approving Liquor Manager Designation for Sage Rath, 2539 Del Monte Avenue for Ruby Tuesday, 3429 West 13th Street.

#2012-340 – Approving Bid for Four (4) Outdoor Warning Sirens with Federal Signal Corporation of University Park, IL in an amount of \$54,476.00.

#2012-341 – Approving Increase to the Bid Award to Rinker Materials for the Southwest Outfall Drainage Pipe; Drainage Project NO. 2011-D-1 in an Amount of \$208,403.88.

REQUESTS AND REFERRALS:

Consideration of Request from Douglas & Mikaela Westerby on behalf of William Gulzow for a Conditional Use Permit for a Car Dealership Located at 223 East 2nd Street. This item related to the aforementioned Public Hearing.

Motion by Donaldson, second by Minton to approve the request with conditions. Upon roll call vote, all voted aye. Motion adopted.

RESOLUTIONS:

#2012-342 – Approving Revised Fiscal Year Budget Authority for the North Interceptor – Phase 1 Improvements; Project 2012-S-6. Interim Public Works Director Terry Brown reported that the North Interceptor project consisted of multiple phases budgeted over multiple years. Black and Veatch recommended the City consolidate Phase 1A and Phase 1B, (\$5,136,035) budgeted over FY 2013 and FY 2014 into FY 2031 to save money. He answered questions stating there would be no effect on rate payers and the money would be borrowed. Finance Director Jaye Monter explained the Capital Budget for WWTP and budget authority vs. actual expense.

Motion by Haase, second by Niemann to approve Resolution #2012-342. Upon roll call vote, all voted aye. Motion adopted.

#2012-343 – Approving Amendment to the Redevelopment Plan Area 10 Located at 809-811 South Kimball Street. This item related to the aforementioned Public Hearing item.

Motion by Gilbert, second by Donaldson to approve Resolution #2012-343. Upon roll call vote, all voted aye. Motion adopted.

PAYMENT OF CLAIMS:

Motion by Dugan, second by Nickerson to approve the Claims for the period of November 14, 2012 through November 27, 2012, for a total amount of \$5,084,367.62. Unanimously approved.

ADJOURNMENT: The meeting was adjourned at 9:20 p.m.

RaNae Edwards
City Clerk



City of Grand Island

Tuesday, December 4, 2012

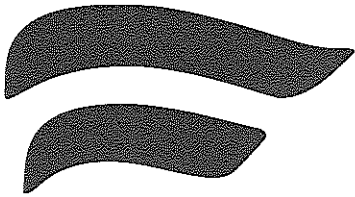
Council Session

Item -2

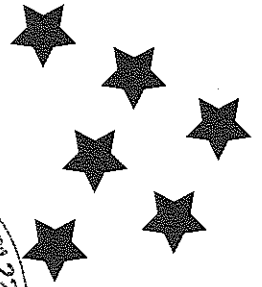
Acceptance of Election Certificate

State law requires the governing body to formally accept the certificate of election issued by the Hall County Election Commissioner for the November 6, 2012 City Council General Election. An election certificate containing the vote totals and results is attached. A MOTION to accept the election certificate is in order.

Staff Contact: RaNae Edwards



Hall County Election Commissioner
Dale M. Baker



November 12, 2012

State of Nebraska County of Hall

To: The City of Grand Island, RaNae Edwards City Clerk

I Dale M. Baker being the Election Commissioner of Hall County, Nebraska, do here by certify the following is a true and complete abstract of copy of the abstract of the votes cast at the election held November 6, 2012 in this county, as canvassed by the canvassing board of Hall County, with respect to candidates, measures, propositions, and issues therein listed; and to here further certify that to the best of my knowledge such ballots, including early voters, provisional and been voted, counted and canvassed in the manner provided by law.

City Council

Ward 1

Ward 2

Ward 3

Ward 4

Ward 5

Grand Island Economic Development Program

Hall County Administration Building ★ 121 South Pine Street ★ Grand Island, NE 68801
Phone 308-385-5085 ★ Fax 308-385-5071 ★ e-mail: daleb@hallcountyne.gov ★ Website: www.hallcountyne.gov

SUMMARY REPORT

HALL COUNTY, NEBRASKA
GENERAL ELECTION
NOVEMBER 6, 2012

Final Results

REPORT-EL45

PAGE 001

VOTES PERCENT

Grand Island City Council Ward 1

Vote for 1

Bob Niemann.	3,117	99.27
WRITE-IN.	23	.73
Total	3,140	

Grand Island City Council Ward 2

Vote for 1

Kelly Markham	877	27.41
* Scott Dugan.	2,310	72.19
WRITE-IN.	13	.41
Total	3,200	

Grand Island City Council Ward 3

Vote for 1

Robert A. Meyer	839	42.63
* Julie D. Hehnke	1,115	56.66
WRITE-IN.	14	.71
Total	1,968	

Grand Island City Council Ward 4

Vote for 1

Larry Carney	636	45.62
* Mike Paulick	746	53.52
WRITE-IN.	12	.86
Total	1,394	

Grand Island City Council Ward 5

Vote for 1

Chuck D. Haase.	2,474	98.53
WRITE-IN.	37	1.47
Total	2,511	

Grand Island Economic Dev Program

Vote for 1

* For	10,758	73.92
Against	3,796	26.08
Total	14,554	



Ann Baker



City of Grand Island

Tuesday, December 4, 2012

Council Session

Item -3

Comments by Outgoing Officials

This is an opportunity for comments by the outgoing elected Officials.

Staff Contact:



City of Grand Island

Tuesday, December 4, 2012

Council Session

Item -4

Recess

The meeting will be recessed momentarily to prepare for the transition to the new governing body. The newly elected officials will remain seated in the audience until such time as they are called forward for the Oath of Office which will be administered by the City Clerk at the podium.

Staff Contact:



City of Grand Island

Tuesday, December 4, 2012

Council Session

Item -5

Administration of Oath of Office to Newly Elected Councilmembers

City Clerk RaNae Edwards will administer the Oath of Office to newly elected Councilmembers Julie Hehnke - Ward 3 and Mike Paulick - Ward 4 and the three returning Councilmembers Bob Niemann - Ward 1, Scott Dugan - Ward 2, and Chuck Haase - Ward 5.

Staff Contact: RaNae Edwards



City of Grand Island

Tuesday, December 4, 2012

Council Session

Item -6

Seating of Newly Elected Councilmembers followed by Roll Call

Following the administration of the Oath of Office to Councilmembers Bob Niemann, Scott Dugan, Julie Hehnke, Mike Paulick, and Chuck Haase, along with the current Councilmembers, seating will take place at the City Council table. Roll call will follow.

Staff Contact:



City of Grand Island

Tuesday, December 4, 2012

Council Session

Item -7

Comments by Newly Elected Officials

At this time, comments will be made by the newly elected Officials.

Staff Contact:



City of Grand Island

Tuesday, December 4, 2012

Council Session

Item -8

Election of City Council President

The City Council is required to elect one Councilmember to the office of Council President. The term is for a one-year period. The Council President automatically assumes the duties of the Mayor in the event that the Mayor is absent or otherwise unable to fulfill his/her duties. Nebraska law allows the election of the Council President to be by secret ballot. The total number of votes for each candidate; however, must be stated and recorded in the Minutes. Past practice has included a run-off election between the top two nominees, if necessary. The City Clerk will prepare, distribute, and count ballots. Nominations to fill the vacancy are in order. A second is not required on nominations.

Staff Contact:



City of Grand Island

Tuesday, December 4, 2012

Council Session

Item E1

Public Hearing Regarding State Revolving Funds for the Extension of City Sanitary Sewer along US Highway 281 to Interstate 80

Staff Contact: Terry Brown, Interim Public Works Director

Council Agenda Memo

From: Terry Brown, Manager of Engineering Services

Meeting: December 4, 2012

Subject: Public Hearing Regarding State Revolving Funds for the Extension of City Sanitary Sewer along US Highway 281 to Interstate 80

Item #'s: E-1

Presenter(s): Terry Brown, Interim Public Works Director

Background

The City was approached by Nebraska Department of Environmental Quality (NDEQ) and several businesses along US Highway 281 in the vicinity of Interstate 80 about the possibility of extending City sanitary sewer to serve their property. The businesses currently treat their wastewater and will have to invest significant dollars into their existing treatment systems, in order to address permit issues with the Nebraska Department of Environmental Quality (NDEQ) National Pollutant Discharge Elimination System (NPDES).

As an alternative, the dollars that the businesses would spend upgrading their private systems could be put towards a public/private project to extend City sanitary sewer to serve their properties. With the potential for a significant investment into private wastewater treatment systems, it is prudent to consider extending City sanitary sewer.

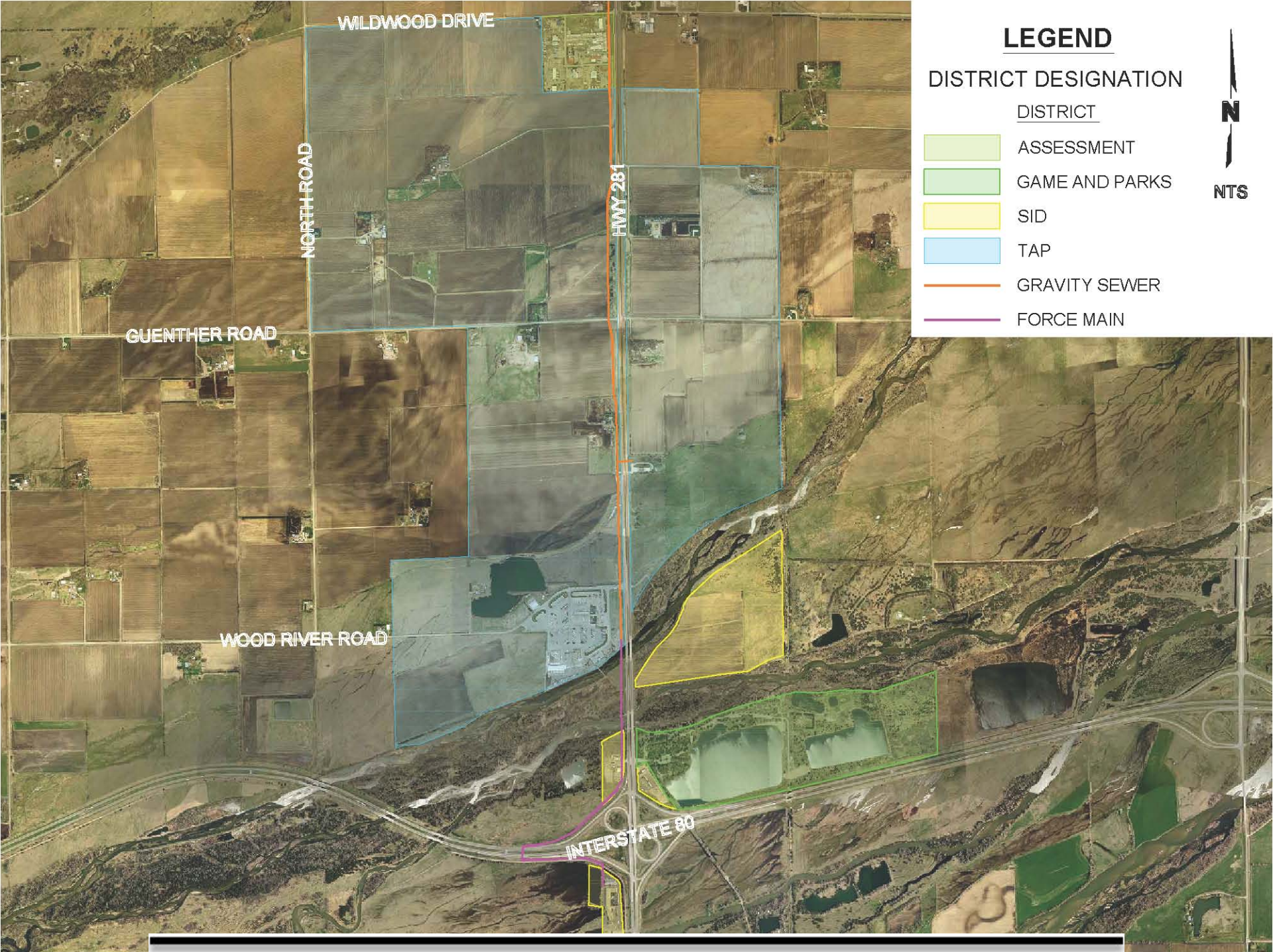
Discussion

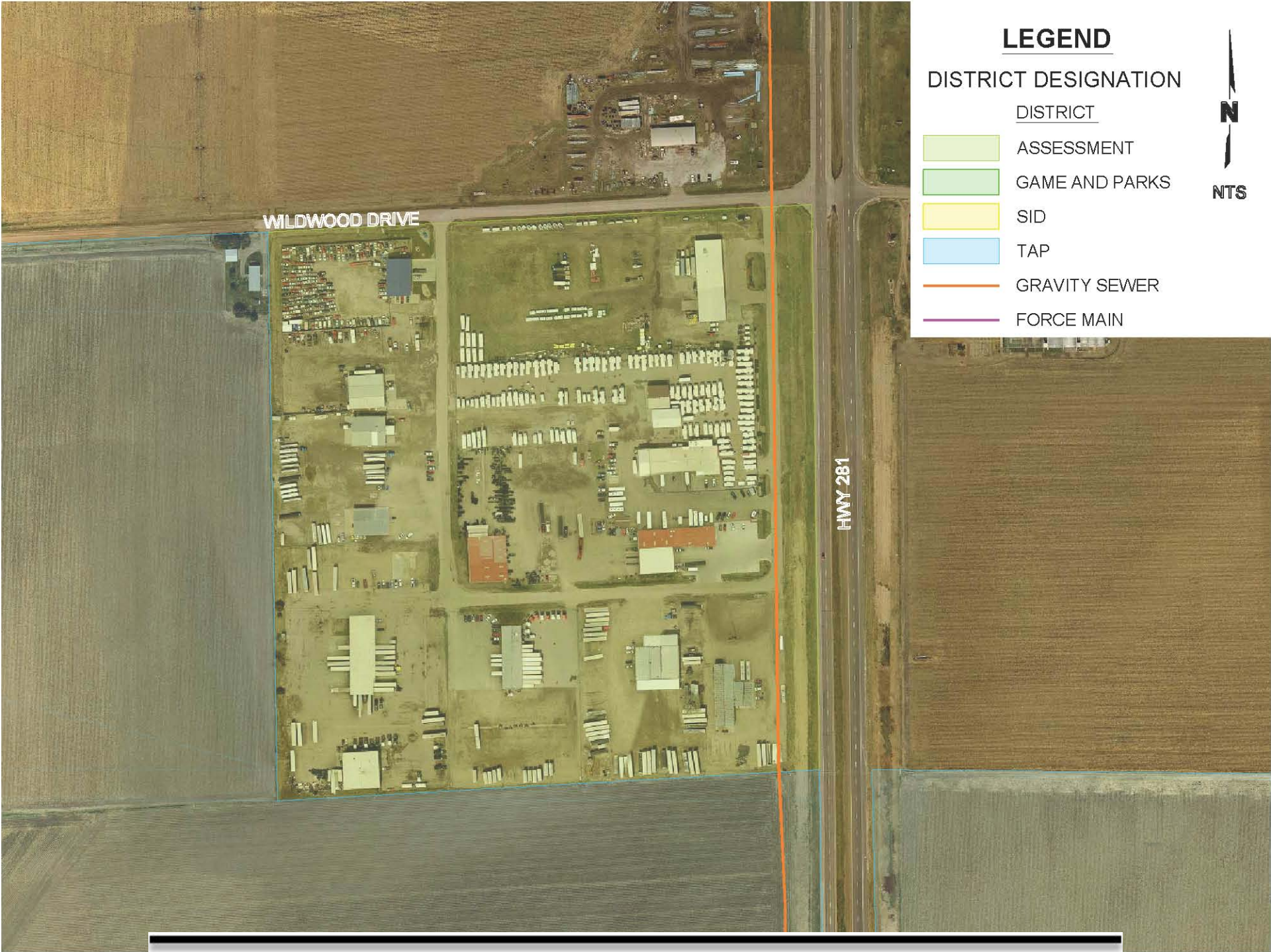
The sanitary sewer project consists of an extension of gravity sewer beginning at the southeast corner of Wildwood Subdivision (tie in to City system) and will include approximately: 205 l.f. of 24" gravity sewer followed by 4,863 l.f. of 21" gravity sewer followed by 5,518 l.f. of 18" gravity sewer terminating at north bank of Platte River near Bosselman Travel Center. A new lift Station near Quality Inn Motel will be able to pump to the gravity sewer. Additionally, 6,500 l.f. of 6" or 8" force main sewer from the lift station near Quality Inn Motel would then be installed to connect to gravity sewer near Bosselman Travel Center. This system is sized appropriately for possible future connections in the area.

The total project cost is estimated at \$2.5 million, with funding provided from the NDEQ State Revolving Funds (SRF) at 2.5% interest for 20 years. The funding is expected to be repaid through tap fees, via an Interlocal Agreement or Sanitary Sewer Improvement District and would not affect the existing sewer rates for the Grand Island sewer customers. There is also approximately \$350,000 in environmental penalty money from JBS Swift that will be applied to this project or the Wildwood sanitary sewer project.

Conclusion

This public hearing is being held to allow for general information and discussion on the proposed project and allow for interested parties to appear and express their views.





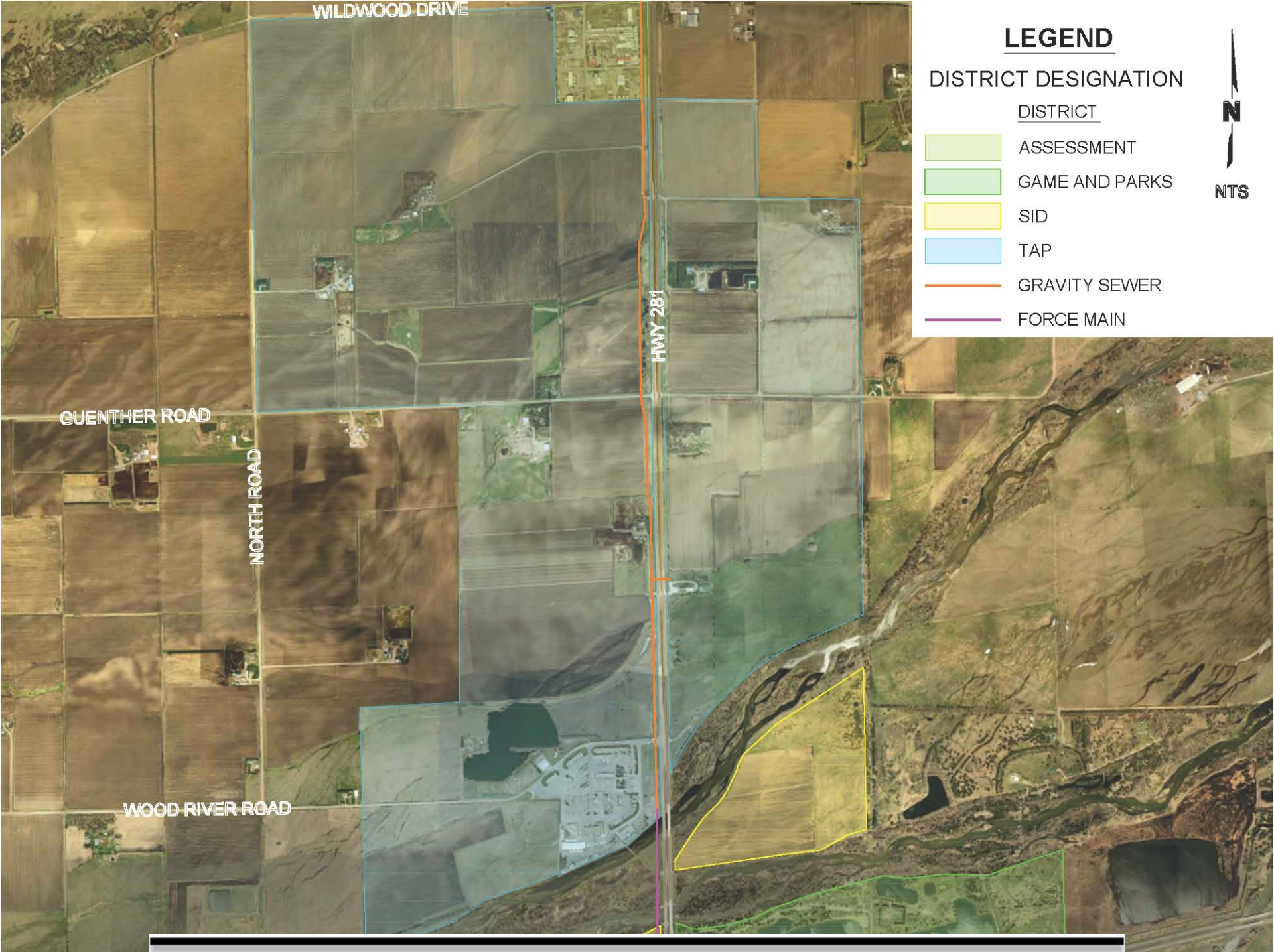
LEGEND

DISTRICT DESIGNATION

DISTRICT

- ASSESSMENT
- GAME AND PARKS
- SID
- TAP
- GRAVITY SEWER
- FORCE MAIN





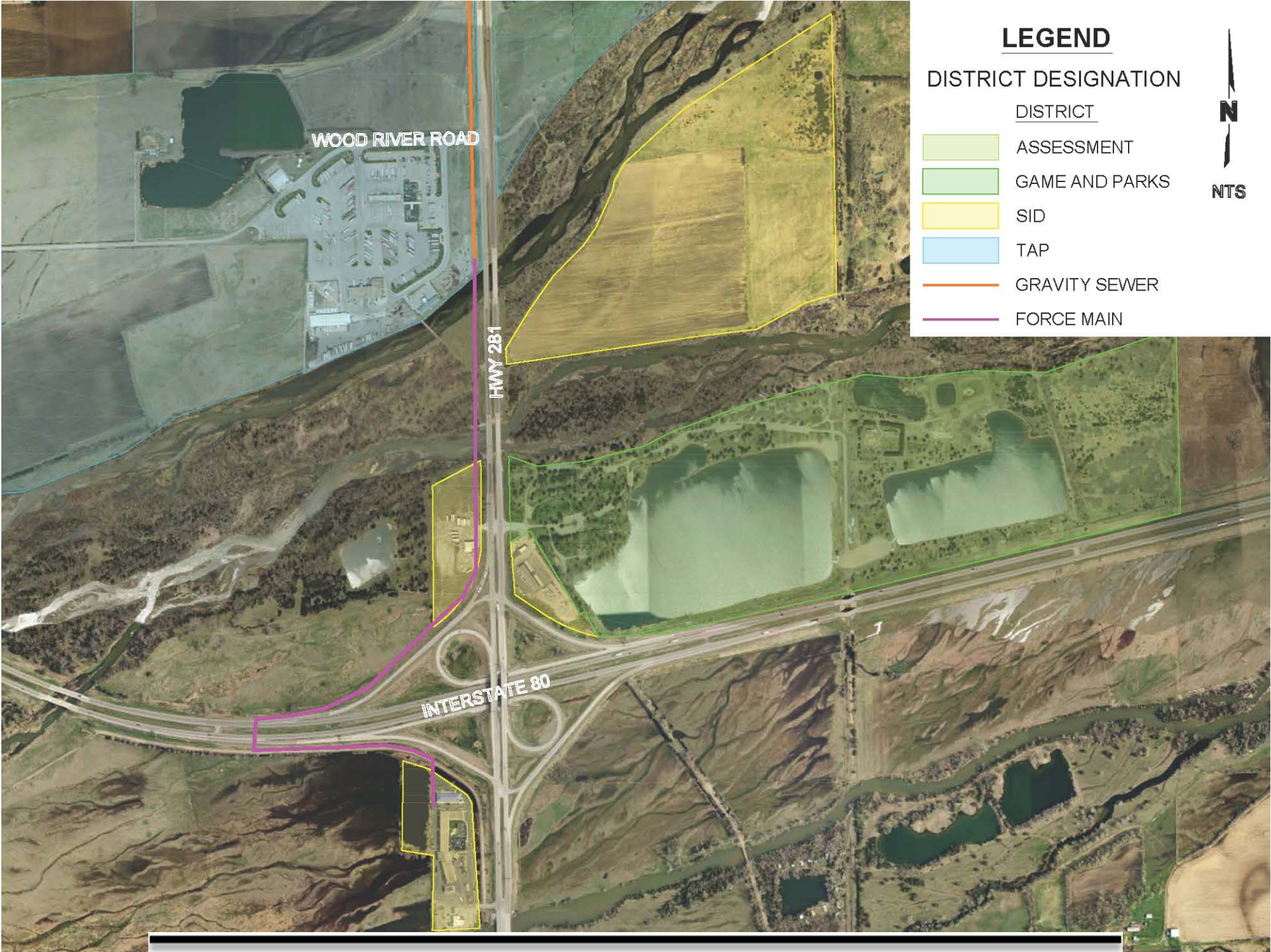
LEGEND

DISTRICT DESIGNATION

DISTRICT

- ASSESSMENT
- GAME AND PARKS
- SID
- TAP
- GRAVITY SEWER
- FORCE MAIN





LEGEND

DISTRICT DESIGNATION

DISTRICT

- ASSESSMENT
- GAME AND PARKS
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- TAP
- GRAVITY SEWER
- FORCE MAIN





City of Grand Island

Tuesday, December 4, 2012

Council Session

Item F1

#9413 – Consideration of Amending Salary Ordinance Relative to Crime Analyst

Staff Contact: Brenda Sutherland

Council Agenda Memo

From: Brenda Sutherland, Human Resources Director

Meeting: December 4, 2012

Subject: Consideration of Approving Salary Ordinance No. 9413

Item #'s: F - 1

Presenter(s): Brenda Sutherland, Human Resources Director

Background

Wages for City employees are presented to the City Council for approval in the form of a salary ordinance.

Discussion

An ordinance is being brought forward for Council consideration to support the salary table for the new position in the Police Department – Crime Analyst. The addition of this position was recommended in the ICMA Safety Study and later presented by Chief Lamken to Council as a part of the 2012/2013 implementation. The addition of this position was proposed and approved in the 2012/2013 budget.

This is a civilian position and part of the non-union employee group. The salary table was based on comparable positions within the Midwest region. This action is required to fill the position.

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

Recommend approval of Salary Ordinance No. 9413

Sample Motion

Move to approve Salary Ordinance No. 9413

ORDINANCE NO. 9413

An ordinance to amend Ordinance 9408 known as the Salary Ordinance which lists the currently occupied classifications of officers and employees of the City of Grand Island, Nebraska and established the ranges of compensation of such officers and employees; to ~~amend the salary ranges of the employees covered under the IAFF labor agreement~~add the non-union position and salary range of Crime Analyst;~~to amend the IAFF uniform allowance; to add a VEBA contribution to employees covered under the IAFF labor agreement;~~ and to repeal those portions of Ordinance No. 9408 and any parts of other ordinances in conflict herewith; to provide for severability; to provide for the effective date thereof; and to provide for publication of this ordinance in pamphlet form.

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

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

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Accountant	22.4279/31.6234	Exempt
Accounting Technician – Solid Waste	15.5678/20.4664	40 hrs/week
Assistant to the City Administrator	21.8156/30.7100	Exempt
Assistant Utilities Director – Distribution	42.3235/59.5726	Exempt
Assistant Utilities Director – Production	45.8314/64.5335	Exempt
Assistant Utilities Director – Transmission	45.8314/64.5335	Exempt
Attorney	27.9079/43.0605	Exempt
Biosolids Technician	17.6851/24.8946	40 hrs/week

Approved as to Form ☐ _____
 ☒ City Attorney

ORDINANCE NO. 9413(Cont.)

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Building Department Director	32.6923/46.5165	Exempt
CADD Operator	20.0830/28.3238	40 hrs/week
Cemetery Superintendent	19.0049/26.7560	Exempt
City Administrator	55.9204/78.6858	Exempt
City Attorney	38.6391/54.3834	Exempt
City Clerk	23.3413/32.8583	Exempt
Civil Engineering Manager – Utility PCC	33.2113/47.4194	Exempt
Collection System Supervisor	22.4072/31.8516	40 hrs/week
Community Service Officer	12.5580/17.0727	40 hrs/week
Crime Analyst	16.9250/23.9146	40 hrs/week
Custodian – Library, Police	11.5082/16.2398	40 hrs/week
Customer Service Representative – Part time	8.3028/12.4542	40 hrs/week
Electric Distribution Superintendent	32.4329/44.4511	Exempt
Electric Distribution Supervisor	27.3888/37.5598	40 hrs/week
Electric Underground Superintendent	28.8834/39.5940	Exempt
Electrical Engineer I	26.2888/36.2831	Exempt
Electrical Engineer II	30.4920/42.0433	Exempt
Emergency Management Deputy Director	22.1684/30.3155	Exempt
Emergency Management Director	31.5506/43.1330	Exempt
Engineering Technician - WWTP	19.5842/27.6691	40 hrs/week
Equipment Operator - Solid Waste	15.6941/22.1018	40 hrs/week
Finance Director	37.0389/52.1218	Exempt
Fire Chief	35.3388/50.0763	Exempt
Fire Division Chief	28.9011/41.7174	Exempt
Fleet Services Shop Foreman	19.9371/27.7729	40 hrs/week
Golf Course Superintendent	23.6733/34.1660	Exempt
Grounds Management Crew Chief – Cemetery	17.7504/24.9797	40 hrs/week
Grounds Management Crew Chief – Parks	18.2829/25.7289	40 hrs/week
Human Resources Director	33.4291/47.6270	Exempt
Human Resources Benefits & Risk Management Coordinator	17.9029/26.3095	40 hrs/week

ORDINANCE NO. 9413(Cont.)

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Human Resources Recruiter	17.9029/26.3095	40 hrs/week
Human Resources Specialist	16.5454/23.2779	40 hrs/week
Information Technology Manager	30.0500/42.2806	Exempt
Legal Secretary	19.6880/26.4755	40 hrs/week
Librarian I	17.1973/23.9225	Exempt
Librarian II	19.0445/26.8284	Exempt
Library Assistant I	12.0495/16.5849	40 hrs/week
Library Assistant II	13.2741/18.2973	40 hrs/week
Library Assistant Director	21.6911/30.9176	Exempt
Library Director	29.3500/41.3135	Exempt
Library Page	7.7112/10.6691	40 hrs/week
Library Secretary	14.4158/20.4872	40 hrs/week
Maintenance Worker – Golf	14.4702/20.4067	40 hrs/week
Manager of Engineering Services	31.9969/45.9249	Exempt
Meter Reader Supervisor	18.2004/25.6316	Exempt
Office Manager – Police Department	15.7649/21.8370	40 hrs/week
Parks and Recreation Director	33.1958/46.6910	Exempt
Parks Superintendent	23.1960/32.8064	Exempt
Payroll Specialist	16.5454/23.2779	40 hrs/week
Planning Director	32.9151/46.3066	Exempt
Police Captain	27.7936/39.0959	Exempt
Police Chief	35.3388/50.0763	Exempt
Power Plant Maintenance Supervisor	29.1128/40.9509	Exempt
Power Plant Operations Supervisor	30.3053/43.6313	Exempt
Power Plant Superintendent – Burdick	33.1911/46.7060	Exempt
Power Plant Superintendent – PGS	38.2643/53.8199	Exempt
Project Manager – Public Works	29.5060/41.5140	Exempt
Public Information Officer	20.8400/29.3296	Exempt
Public Works Director	37.1814/52.3223	Exempt
Public Works Engineer	30.8040/43.3500	Exempt
Receptionist	12.8693/18.6191	40 hrs/week

ORDINANCE NO. 9413(Cont.)

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Recreation Coordinator	16.8131/23.4554	Exempt
Recreation Superintendent	21.7221/31.1666	Exempt
Regulatory and Environmental Manager	28.7103/40.3848	Exempt
Senior Accountant	27.3163/38.0269	Exempt
Senior Electrical Engineer	33.3669/46.0079	Exempt
Senior Public Safety Dispatcher	16.8132/22.9781	40 hrs/week
Senior Utility Secretary	14.8672/21.2293	40 hrs/week
Shooting Range Superintendent	21.7221/31.1666	Exempt
Solid Waste Division Clerk - Full Time	14.8309/19.8645	40 hrs/week
Solid Waste Division Clerk - Part Time	13.2052/18.0379	40 hrs/week
Solid Waste Foreman	16.4790/23.1878	40 hrs/week
Solid Waste Superintendent	23.8484/33.5591	Exempt
Street Superintendent	24.3895/35.5048	Exempt
Street Foreman	19.1795/27.2539	40 hrs/week
Turf Management Specialist	21.2760/30.1185	40 hrs/week
Utilities Director	53.9371/77.2888	Exempt
Utility Production Engineer	34.1231/48.0224	Exempt
Utility Services Manager	27.7625/38.6391	Exempt
Utility Warehouse Supervisor	22.6459/31.6337	40 hrs/week
Victim Assistance Unit Coordinator	13.0250/18.3388	40 hrs/week
Wastewater Engineering/Operations Superintendent	26.6209/37.6636	Exempt
Wastewater Plant Chief Operator	19.6672/27.7209	40 hrs/week
Wastewater Plant Engineer	31.9969/45.9249	Exempt
Wastewater Plant Operations Engineer	30.8040/43.3500	Exempt
Wastewater Plant Maintenance Supervisor	23.7771/32.0177	40 hrs/week
Wastewater Plant Process Supervisor	24.6489/33.2320	40 hrs/week
Water Superintendent	25.1378/35.5048	Exempt
Water Supervisor	21.7014/31.2704	40 hrs/week
Worker / Seasonal	7.2500/20.0000	Exempt
Worker / Temporary	7.2500/20.0000	40 hrs/week

ORDINANCE NO. 9413(Cont.)

A shift differential of \$0.10 per hour shall be added to the base hourly wage for persons in the employee classification Senior Public Safety Dispatcher who work a **complete** shift that begins between 3:00 p.m. and 11:00 p.m. This does not include persons who work the day shift. Shift differential will only be paid for actual hours worked. Paid leave will not qualify for the shift differential pay.

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

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Equipment Operator – Streets	14.5767/21.5934	40 hrs/week
Fleet Services Mechanic	16.6282/24.6359	40 hrs/week
Horticulturist	15.3913/22.8439	40 hrs/week
Maintenance Worker – Cemetery	14.4663/21.4480	40 hrs/week
Maintenance Worker – Parks	14.3698/21.3172	40 hrs/week
Maintenance Worker – Streets	14.0660/20.8518	40 hrs/week
Senior Equipment Operator – Streets	15.9708/23.6876	40 hrs/week
Senior Maintenance Worker – Streets	15.9708/23.6876	40 hrs/week
Traffic Signal Technician	15.9708/23.6876	40 hrs/week

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

ORDINANCE NO. 9413(Cont.)

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Accounting Clerk	14.9673/19.8062	40 hrs/week
Cashier	13.7374/18.7196	40 hrs/week
Custodian	16.0413/18.9426	40 hrs/week
Electric Distribution Crew Chief	29.3015/37.2660	40 hrs/week
Electric Underground Crew Chief	29.3015/37.2660	40 hrs/week
Engineering Technician I	18.4653/26.4203	40 hrs/week
Engineering Technician II	22.8267/31.2985	40 hrs/week
GIS Coordinator	23.4851/32.9545	40 hrs/week
Instrument Technician	27.5431/36.3866	40 hrs/week
Lineworker Apprentice	17.8613/26.1902	40 hrs/week
Lineworker First Class	27.0737/32.0204	40 hrs/week
Materials Handler	22.2927/29.8827	40 hrs/week
Meter Reader	16.0618/20.9450	40 hrs/week
Meter Technician	21.5951/26.6894	40 hrs/week
Power Dispatcher I	27.0437/37.6013	40 hrs/week
Power Dispatcher II	28.4043/39.4869	40 hrs/week
Power Plant Maintenance Mechanic	25.5997/31.8764	40 hrs/week
Power Plant Operator	30.2423/35.2271	40 hrs/week
Senior Accounting Clerk	16.8236/22.0375	40 hrs/week
Senior Engineering Technician	28.8821/35.3452	40 hrs/week
Senior Materials Handler	25.6677/33.4801	40 hrs/week
Senior Meter Reader	19.0229/22.5779	40 hrs/week
Senior Power Dispatcher	32.8576/45.0898	40 hrs/week
Senior Power Plant Operator	29.8174/38.2249	40 hrs/week
Senior Substation Technician	35.1077/36.3866	40 hrs/week
Senior Water Maintenance Worker	20.8590/27.4666	40 hrs/week
Substation Technician	32.5005/33.7907	40 hrs/week
Systems Technician	28.6421/36.3866	40 hrs/week
Tree Trim Crew Chief	25.6577/31.8632	40 hrs/week
Utility Electrician	25.7121/33.7907	40 hrs/week
Utility Technician	25.1128/35.3247	40 hrs/week

ORDINANCE NO. 9413(Cont.)

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Utility Warehouse Clerk	18.5559/22.8936	40 hrs/week
Water Maintenance Worker	17.3788/24.0331	40 hrs/week
Wireworker I	19.5235/27.6062	40 hrs/week
Wireworker II	27.0737/32.0204	40 hrs/week

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

Classification	Hourly Pay Range Min/Max	
Police Officer	18.1153/25.3239	
Police Sergeant	22.6731/31.0673	

OVERTIME ELIGIBILITY

The City has reserved its right to the utilization of the 207(k) FLSA exemption and will implement this as the hours of work effective the first full pay period following the execution of the labor agreement. The pay period for purposes of calculating overtime shall consist of a fourteen (14) day cycle that runs concurrent with the City's current payroll cycle. For purposes of calculating eligibility for overtime, "hours worked" shall include actual hours worked, vacation, personal leave and holiday hours. Employees shall be eligible for overtime when they exceed their hours scheduled for work in the fourteen (14) day pay cycle with a minimum of eighty (80) hours. There shall also be established for each employee in the bargaining unit a Training and Special Events bank of fifty (50) hours per individual per contract year. Each

ORDINANCE NO. 9413(Cont.)

employee may be scheduled for training or special event duty with a minimum of seven (7) days notice prior to the commencement of the pay period and the training and special events bank hours may be added to the eighty (80) hour, two (2) week pay period up to eighty-six (86) hours and these hours shall not be eligible for overtime. Training and special events hours worked in excess of eighty-six (86) hours in a two week pay period will be eligible for overtime, but will not be subtracted from the training and special events bank. All work completed after eighty (80) hours in a pay period that is performed for work that is funded by grants from parties outside or other than the City of Grand Island, shall be paid overtime for the time worked after eighty (80) hours, if the time is funded at overtime rates by the grant. Any such grant hours are not deducted from the training and special events bank.

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

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Fire Captain	17.3016/23.9899	212 hrs/28 days
Firefighter / EMT	12.8542/18.6543	212 hrs/28 days
Firefighter / Paramedic	14.3516/20.2692	212 hrs/28 days

IAFF employees will be eligible for overtime pay for hours worked in excess of 212 hours in each 28-day pay period, unless recall or mandatory overtime is required as specified in the IAFF labor agreement.

ORDINANCE NO. 9413(Cont.)

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

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Accounting Technician – WWTP	14.7941/20.8166	40 hrs/week
Equipment Operator – WWTP	16.7956/23.6332	40 hrs/week
Maintenance Mechanic I	16.7956/23.6332	40 hrs/week
Maintenance Mechanic II	18.8056/26.4615	40 hrs/week
Maintenance Worker – WWTP	16.7956/23.6332	40 hrs/week
Senior Equipment Operator – WWTP	18.1547/25.5454	40 hrs/week
Wastewater Clerk	12.6376/17.7821	40 hrs/week
Wastewater Plant Laboratory Technician	17.8292/25.0874	40 hrs/week
Wastewater Plant Operator I	15.0216/21.1372	40 hrs/week
Wastewater Plant Operator II	16.7956/23.6332	40 hrs/week

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

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Accounting Technician – Streets	15.8461/21.1529	40 hrs/week
Accounts Payable Clerk	15.0304/21.7460	40 hrs/week
Administrative Assistant	15.6343/22.4239	40 hrs/week

ORDINANCE NO. 9413(Cont.)

Audio Video Technician	15.7825/22.2650	40 hrs/week
Building Inspector	19.5217/27.6989	40 hrs/week
Building Secretary	14.7127/20.9092	40 hrs/week
Community Development Administrator	17.0325/24.4895	40 hrs/week
Community Development Specialist	15.6343/22.4239	40 hrs/week
Computer Operator	18.9920/24.9662	40 hrs/week
Computer Programmer	21.6612/31.7452	40 hrs/week
Computer Technician	19.5618/25.7156	40 hrs/week
Electrical Inspector	19.5217/27.6989	40 hrs/week
Emergency Management Coordinator	14.7127/20.9092	40 hrs/week
Engineering Technician – Public Works	20.0830/28.3238	40 hrs/week
Evidence Technician	14.6068/21.3752	40 hrs/week
Finance Secretary	14.7127/20.9092	40 hrs/week
GIS Coordinator	22.2676/31.2460	40 hrs/week
Maintenance Worker I – Building, Library	15.3482/20.7715	40 hrs/week
Maintenance Worker II – Building, Police	16.1744/21.9260	40 hrs/week
Parks and Recreation Secretary	14.7127/20.9092	40 hrs/week
Planning Secretary	14.7127/20.9092	40 hrs/week
Planning Technician	20.1433/28.3407	40 hrs/week
Plans Examiner	19.5217/27.6989	40 hrs/week
Plumbing Inspector	19.5217/27.6989	40 hrs/week
Police Records Clerk – Full Time	13.1344/18.2824	40 hrs/week
Public Safety Dispatcher	14.8292/21.6612	40 hrs/week
Shooting Range Operator	20.3795/27.6247	40 hrs/week
Stormwater Technician	20.0830/28.3238	40 hrs/week
Utility Secretary	14.7127/20.9092	40 hrs/week

ORDINANCE NO. 9413(Cont.)

A shift differential of \$0.10 per hour shall be added to the base hourly wage for persons in the employee classification Public Safety Dispatcher who work a **complete** shift that begins between 3:00 p.m. and 11:00 p.m. This does not include persons who work the day shift. Shift differential will only be paid for actual hours worked. Paid leave will not qualify for the shift differential pay.

SECTION 8. The classification of employees included under labor agreements with the City of Grand Island, and the ranges of compensation (salary and wages, excluding shift differential as provided by contract) to be paid for such classifications, and the number of hours and work period which certain such employees shall work prior to overtime eligibility are as stated above. All employees covered by the IAFF labor agreement shall be paid a clothing and uniform allowance in addition to regular salary in the amount of \$529.92 per year, divided into twenty-four (24) pay periods. All employees of the FOP labor agreement shall be paid a clothing and uniform allowance in addition to regular salary of \$25.00 per pay period. If any such employee covered by the IAFF or FOP labor agreements shall resign, or his or her employment be terminated for any reason whatsoever, the clothing allowance shall be paid on a prorata basis, but no allowance shall be made for a fraction of a month. Employees covered by the IBEW – Utilities, the IBEW – Finance labor agreements, and the non-union position of Meter Reader Supervisor who are required to wear full fire retardant clothing will be eligible for an annual stipend of \$600 to purchase or rent required uniforms. Those employees who are required to wear partial fire retardant clothing will be eligible for an annual stipend of \$350. Employees will be reimbursed for said purchases with a receipt showing proof of purchase.

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

Non-union employees and employees covered by the FOP labor agreement, the IBEW Utilities, Finance, Service/Clerical and Wastewater Treatment Plant labor agreements may receive an annual stipend not to exceed \$1,000 for bilingual pay.

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

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

Utilities Department personnel in the IBEW bargaining unit and the classifications of Meter Reader Supervisor, Power Plant Superintendent, Power Plant Supervisor, Electric Distribution Superintendent, Electric Distribution Supervisor, Water Superintendent, Water Supervisor, Electric Underground Superintendent, and Engineering Technician Supervisor shall be eligible to participate in a voluntary uniform program providing an allowance up to

ORDINANCE NO. 9413(Cont.)

\$18.00 per month. When protective clothing is required for Utilities Department and Wastewater Treatment Plant personnel covered by the IBEW labor agreement and employees covered by the AFSCME labor agreement, except the Fleet Services Division of the Public Works Department, the City shall pay 60% of the cost of providing and cleaning said clothing and the employees 40% of said cost. Full-time Fleet Services personnel shall receive a uniform allowance of \$12 biweekly. Public Works Department personnel in the job classifications of Fleet Services Shop Foreman and Fleet Services Mechanic shall receive a tool allowance of \$10 biweekly.

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

(A) All employees covered in the IBEW Utilities and IBEW Finance labor agreements shall be paid for forty-seven percent (47%) of their accumulated medical leave at the time of their retirement, early retirement, or death, not to exceed four hundred eighty-eight and one third hours (calculated at $47\% \times 1039 \text{ hours} = 488.33 \text{ hours}$), the rate of compensation to be based on the employee's salary at the time of retirement or death. Employees covered in the IAFF labor agreement shall have a contribution to a VEBA made on their behalf in lieu of payment for thirty-eight percent (38%) of their accumulated medical leave at the time of their retirement, not to exceed five hundred ninety-eight and eighty-eight hundredths hours (calculated at $38\% \times 1,576 \text{ hours} = 598.88 \text{ hours}$). The amount of contribution will be based upon the employee's salary at the time of retirement. Employees covered by the IBEW Wastewater labor agreement shall be paid 37.5% of their accumulated medical leave at the time of retirement or death, based on the employee's salary at the time of retirement not to exceed three

ORDINANCE NO. 9413(Cont.)

hundred ninety-nine hours (calculated at $37.5\% \times 1064 \text{ hours} = 399 \text{ hours}$). Employees covered by the IBEW Service/Clerical labor agreement shall have a contribution to a VEBA made on their behalf in lieu of payment for forty percent (40%) of their accumulated medical leave at the time of retirement or death, based on the employee's salary at the time of retirement not to exceed 433.60 hours (calculated at $40\% \times 1084 \text{ hours} = 433.60 \text{ hours}$.) Non-union employees shall have a contribution to a VEBA made on their behalf in lieu of payment for fifty percent (50%) of their accumulated medical leave at the time of their retirement, not to exceed five hundred forty-two hours (calculated at $50\% \times 1084 = 542$). The amount of contribution will be based upon the employee's salary at the time of retirement. All employees covered by the AFSCME labor agreement shall be paid forty-five (45%) of their accumulated medical leave bank at the time of their retirement, based on the employee's salary at the time of retirement not to exceed four hundred seventy-eight and eighty hundredths hours (calculated at $45\% \times 1064 \text{ hours} = 478.80 \text{ hours}$). All employees covered under the FOP labor agreement shall be paid thirty-seven and one-half percent (37.5%) of their accumulated medical leave bank at the time of their retirement, not to exceed four hundred five hours (calculated at $37.5\% \times 1,080 \text{ hours} = 405 \text{ hrs.}$), based on the employee's salary at the time of retirement. If death occurs while in the line of duty, employees covered under the FOP labor agreement shall be paid fifty percent (50%) of their accumulated medical leave bank at the time of their death, not to exceed five hundred forty hours ($50\% \times 1,080 \text{ hours} = 540 \text{ hrs.}$), based on the employee's salary at the time of their death.

ORDINANCE NO. 9413(Cont.)

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

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

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

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

SECTION 12. The adjustments identified herein shall be effective on the date of passage and publication in pamphlet form in one issue of the Grand Island Independent as provided by law. ~~retroactive to October 1, 2012.~~

ORDINANCE NO. 9413(Cont.)

SECTION 13. Those portions of Ordinance No. 9408 and all other parts of ordinances in conflict herewith be, and the same are, hereby repealed.

Enacted: [December 4](#), 2012.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, December 4, 2012

Council Session

Item G1

#2012-347 - Approving Contract for Digital Antenna Project

Staff Contact: Robert J. Sivick, City Attorney

Council Agenda Memo

From: Jeremy Watson, Grand Island Television

Meeting: December 4, 2012

Subject: Approving Contract for Digital Antenna Project

Item #'s: G-1

Presenter(s): Wendy Meyer-Jerke, Public Information Officer

Background

In 1994, a low power analogue television transmitter was installed to broadcast GITV programming to households that do not subscribe to cable television. K56FC, Channel 56, was assigned for this purpose and continues to broadcast the same content as Charter Cable Channel 6. Grand Island Television recently received its FCC approval to move from our current, over-the-air analogue Channel 56, to Channel 50, and begin broadcasting a digital signal.

Discussion

The current analogue antenna (approximately the top 20 feet) atop the City Hall monopole will be removed and replaced with a digitally compliant antenna, not exceeding that of current antenna weight or wind load, operating on a new frequency of 686.692 MHz. Removal and install is estimated at 6 -8 hours. To ensure the highest level of safety, the project will be scheduled on a Saturday. This 400 Fund Capital Improvement project was anticipated and budgeted for a cost of approximately \$65,000.00. After further analysis, we are forecasting a cost of \$62,000.00 or less.

This digital antenna will be a 12-bay elliptically polarized top mount steel structure with an omniod pattern and slot covers. The new antenna will broadcast 250w of digital transmitter power allowing most non-cable subscribing residents in and around the Grand Island area access to a digital over-the-air GITV programming signal.

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 contract with Alive Telecommunications be approved.

Sample Motion

Move to approve the contract with Alive Telecommunications for the engineering and implementation of a new digital antenna.

Jeremy Watson
 City Of Grand Island
 100 E. First St
 Grand Island, NE 68802
 Phone 308-385-5444
 jeremyw@grand-island.com

Alive Telecommunications
 9850 W. 190th St. Suite F
 Mokena, IL 60448
 Phone: 708 478 6886
 Fax: 708 478 6892
 www.alivetele.com

Quotation

Date 11-2-2012	Valid Thru 2-2-2013
Quote # LK12105_Rev2	K56FC CH 50Antenna Grand Island, NE

Submitted To Jeremy Watson

Line	Product	Qty	List Price	Net Price
1	<p>ATC-BCE412O-50</p> <p>12-bay elliptically polarized top mount steel antenna with an omnioid pattern and slot covers. Preliminary drawing attached. The antenna will broadcast an ERP of 3kW with 250W of transmitter power.</p> <p>Antenna will be less weight and wind load than the current antenna on the monopole.</p> <p>Antenna will have 30% vertical polarization, specifications attached.</p> <p>It will include installation with the help of the City of Grand Island to block the road while the installation is taking place. Estimate time of 6-8 hours on a Saturday.</p> <p>This also includes project management and antenna System sweep by an Alive Telecom Engineer.</p>	1		\$58,750.00
2	Packing & Shipping estimated \$2500-\$3000	1		TBD
	Total			\$58,750.00

Jeremy Watson
City Of Grand Island
100 E. First St
Grand Island, NE 68802
Phone 308-385-5444
jeremyw@grand-island.com

Alive Telecommunications
9850 W. 190th St. Suite F
Mokena, IL 60448
Phone: 708 478 6886
Fax: 708 478 6892
www.alivetele.com

Lead Time: 8-10 wks aro and down payment.

PAYMENT TERMS: 50% down payment with order, 40% due prior to ship 10% Net 30.

TERMS and CONDITIONS of SALE: per attached Conditions of Sale document.

SHIPPING: Shipping charges are based on delivery origin of Alive Telecommunications, Mokena, IL. Unless specified otherwise in writing at the time of the order, all shipments will be made by FedEx Standard service. We will prepay the freight charges and add them to your next invoice.

ORDER CANCELLATION: If your order includes new equipment, options, or parts ordered by Alive Telecommunications from the manufacturer, you are responsible for any cancellation fees charged by the manufacturer if you cancel this order.

Acceptance by Buyer

By: _____ Title: _____

Date: _____ P.O. No _____

Conditions of Sale

- 1. Priority of Terms and Conditions.** Unless otherwise agreed to in writing by Alive Telecommunications (Seller), the following terms and conditions are part of Seller's quotation and shall govern any resulting order. No term or condition stated in any Buyer solicitation, purchase order or contract shall become part of an order or shall otherwise be binding on Seller unless expressly agreed to in writing by Seller. Seller's failure to object to any term or condition contained in any customer communication shall not be construed as consent to such terms or conditions nor be deemed a waiver of any term or condition set forth herein. All International shipping terms specified herein shall be construed in accordance with the 1990 INCOTERMS published by the International Chamber of Commerce.
- 2. Commercial Contract.** All sales are made in strict accordance with these commercial conditions and prices and shall not be subject to the procurement regulations of the United States Government or of any state, local or foreign government unless agreed to in writing by the Seller.
- 3. Quotation, Prices and Taxes.** Quotations are valid for a period of 30 days. Quotations are available for other specific time periods upon request. Unless specified otherwise, prices do not include retailer's occupation, sales, use, privilege, value-added tax, excise or any other tax (except for gross income tax), duty, tariff or assessment which may arise from the sale of the products or services quoted. Such amounts shall be added to the contract price in the event Seller becomes liable to pay or bear the burden thereof. A request for exemption from any such tax, duty or assessment must be accompanied by a properly executed exemption certificate prior to shipment.
- 4. Shipment and Risk of Loss.** Products will be packed, packaged and crated in accordance with the Seller's standard commercial practices. Export packing is available upon request at an additional charge. Orders delivered within the United States are shipped F.O.B. Seller's Factory, Freight Prepaid and Billed. Orders delivered outside the United States are shipped Ex Works, Seller's Factory, unless otherwise requested. Title to and risk of loss of the products shall pass to Buyer upon delivery to the common carrier. Seller may make partial shipments and submit Invoices for such partial shipment in accordance with the payment terms set forth below. International shipments are contingent upon receipt of required United States export licenses.
- 5. Terms of Payment.** Payment for orders delivered in the United States is due within 30 days from the Invoice Date, unless otherwise specified by Seller. Orders delivered outside the United States shall be paid by an Irrevocable letter of credit or by cash in advance. Orders accepted on other terms shall be due in strict accordance with the terms quoted. Past due payments are subject to a service charge of 1.5% per month (18% annual) on the unpaid balance or the maximum legal rate permitted by state law, whichever is lower. Seller reserves the right, in its sole discretion, to reject Buyer purchase orders or to withhold shipment of Buyer orders if Buyer's account is in arrears. Buyer is responsible to Seller for all reasonable attorney fees, court costs and/or collection agency fees should Buyer default on payment. Buyer acknowledges that Seller retains full security interest in all products until Buyer renders payment in full and upon request, agrees to execute any documents necessary to perfect Seller's security interest.
- 6. Delivery.** Seller shall make every reasonable effort to meet Buyer's requested delivery and performance dates, but shall not be liable for delays due to causes beyond its control, including, but not limited to, acts of God, acts of the public enemy, acts of the United States, its States, Territories, or any political subdivision of the foregoing acts of the Buyer, its employees, agents, or subcontractors, fires, floods, strikes, freight embargoes, unusually severe weather conditions, inadequate transportation facilities, or any cause whatsoever beyond the control and without the fault or negligence of Seller, its suppliers or subcontractors, whether similar to or dissimilar from the causes herein enumerated. In the event of any such delay, Seller shall be given a reasonable extension of time within which to complete performance.
- 7. Final Acceptance.** Buyer's express acceptance of the products, or Buyer's possession, use or beneficial use of the products for more than 30 days after delivery shall constitute final acceptance and, except as provided in Seller's warranty below, shall waive all Buyer claims of nonconformity of the products.
- 8. Warranty.** Seller warrants that its products are transferred rightfully and with good title; that its products are free from any lawful security interest or other lien or encumbrance unknown to Buyer, and that for a period of one year from the date of Installation or fifteen months from the date of original shipment, whichever period expires first, such products will be free from defects in material and workmanship which arise under proper and normal use and service. Buyer's exclusive remedy hereunder is limited to Seller's repair or replacement (either at its plant or at such other place as may be agreed upon between Seller and Buyer) of such defects at no cost to Buyer. Transportation costs in connection with

Jeremy Watson
City Of Grand Island
100 E. First St
Grand Island, NE 68802
Phone 308-385-5444
jeremyw@grand-island.com

Alive Telecommunications
9850 W. 190th St. Suite F
Mokena, IL 60448
Phone: 708 478 6886
Fax: 708 478 6892
www.alivetele.com

the return of products to Seller's plant or designated facility shall be paid by Buyer. The provisions of this warranty shall be applicable with respect to any product which Seller repairs or replaces pursuant to it. SELLER MAKES NO WARRANTY EXPRESS OR IMPLIED, OTHER THAN AS STATED ABOVE. EXPRESSLY EXCLUDED ARE THE IMPLIED WARRANTIES OF MERCHANT ABILITY AND FITNESS FOR PURPOSE. THE FOREGOING SHALL CONSTITUTE ALL OF SELLER'S LIABILITY UNDER THIS WARRANTY WITH RESPECT TO THE PRODUCTS, IN NO EVENT SHALL SELLER BE LIABLE FOR SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES, INSTALLATION COSTS, LOST REVENUE OR PROFITS, OR ANY OTHER COSTS OF ANY NATURE AS A RESULT OF THE USE OF PRODUCTS MANUFACTURED BY THE SELLER, WHETHER USED IN ACCORDANCE WITH INSTRUCTIONS OR NOT. UNDER NO CIRCUMSTANCES SHALL SELLER'S LIABILITY TO BUYER UNDER THIS WARRANTY EXCEED THE ACTUAL SALES PRICE OF THE PRODUCTS PROVIDED HEREUNDER. No representative is authorized to assume for Seller any other liability in connection with the products.

9. **Limitation of Liability.** Seller shall not be liable to Buyer for any Indirect, exemplary, incidental, special or consequential damages arising from any action for breach of contract, breach of warranty, or for any action based on the tortious act or omissions of Seller. Buyer acknowledges that such lack of liability includes, but is not limited to, loss of actual or anticipated revenue or products, loss of actual or anticipated value of the business to Buyer, or damage to the business reputation or goodwill of Buyer.
10. **Patent Infringement Assurance.** Seller shall, at its own expense, settle or defend any claim, suit or action which may be brought against Buyer for infringement of United States patents arising out of Buyer's use of Seller's products. Seller shall pay any final judgment for damages and costs which may be awarded against Buyer, provided that buyer promptly notifies Seller of any such claim, suit or action. Seller may, at its own expense, elect to procure for Buyer the right to continue using it so that it becomes non-infringing products, or remove it and repay the purchase price applicable thereto, as well as transportation costs. This paragraph shall not apply to any infringement arising out of any feature incorporated in the product at the request of Buyer or from the use of the product for purposes other than as advertised, sold or intended by Seller, in no event shall Seller's total liability to Buyer under the provisions of this article exceed the aggregate sum paid to Seller or buyer for allegedly infringing product. The foregoing states the entire warranty by Seller for patent infringement of the product and any part of it.
11. **Inspection and Equipment Testing.** Prices do not include source inspections or product testing and the cost of performing any such tests shall be added to the purchase order price.
12. **Governing Law.** An order is valid only when accepted in writing at Seller's main office, 19108 S. Blackhawk Parkway, Unit 23, Mokena, Illinois. The contract arising there from shall be deemed to have been entered into in the State of Illinois and its interpretation, construction, and the remedies for its enforcement shall be governed in accordance with Illinois law.
13. **Specification Changes.** Seller's product specifications are subject to change without notice to Buyer, provided such changes do not materially affect performance. Title to all materials and information provided by Seller to Buyer, including, but not limited to, specifications, drawings, engineering data, and technical designs, shall remain vested in Seller, unless otherwise agreed to in writing by the parties. All such information shall be treated as confidential by Buyer and shall not be disclosed to any third party without the written consent of Seller.
14. **Cancellations.** Any order that has been cut, fitted or packaged prior to Seller's receipt of cancellation notice shall be subject to a 25% re-stocking charge. Orders for non-standard products or specially manufactured products may be cancelled prior to the start of manufacture provided Buyer reimburses Seller for any actual costs incurred on the order prior to the effective cancellation date. After manufacture commences, orders for non-standard products or specially manufactured products may not be cancelled. In the event Buyer terminates such orders, Buyer shall be liable to Seller for termination charges, including, but not limited to, reasonable profits.
15. **Shipment Delays/Billing in Place.** Upon completion of Buyer's order, any delay in shipment attributable to Buyer, including but not limited to, Buyer's request to defer the delivery date, shall cause the following to occur: Thirty (30) days after the original shipment date, a storage charge of 1.5% of the invoice price per month will be billed to Buyer and title to the shipment will automatically pass to Buyer. Seller will invoice Buyer for completed goods and Buyer will pay in accordance with the terms of the original sale, as the goods will be deemed to have shipped in place. Seller will insure against risk of loss until physical shipment of the goods to a common carrier.
16. **Change Orders.** Buyer change orders must be in writing and no change shall be made pursuant to this clause unless agreed to in writing and signed by duly authorized representatives of Seller and Buyer. If any such change causes an increase or decrease in the cost of the time required for the performance of any part of the work, an equitable adjustment shall be made in the contract price and schedule. Seller shall have no obligation to commence any extra or changed work without written agreement as to adjustments to contract price and delivery schedules affected hereby.
17. **Termination.** In the event Buyer fails to render payment on any invoice or Buyer's account is in arrears, or Buyer becomes insolvent, enters into bankruptcy or has a receiver appointed to protect its assets, Seller shall have the right without prejudice to any other remedy, to immediately cease manufacture of all Buyer orders and to stop all shipments to Buyer, including stoppage in transit.

November 2008

RESOLUTION 2012-347

WHEREAS, City Administration is requesting approval of the contract with Alive Telecommunications for removal and installation of a new, digital, over-the-air antenna, for continued broadcast of Grand Island Television for non-cable subscribing residents within Hall County; and

WHEREAS, This 400 Fund Capital Improvement project was budgeted for a cost of approximately \$65,000.00 with a current forecasted amount of \$62,000.00 or less.

WHEREAS, City Administration and the Legal Department have reviewed this contract and is recommending approval, and

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, December 4, 2012.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	▣ _____
November 30, 2012	▣ City Attorney



City of Grand Island

Tuesday, December 4, 2012

Council Session

Item G2

#2012-348 - Approving Bid Award - Feedwater Heater #5 Replacement

Staff Contact: Tim Luchsinger, Utilities Director

Council Agenda Memo

From: Timothy G. Luchsinger, Utilities Director

Meeting Date: December 4, 2012

Subject: Feedwater Heater #5 Replacement

Item #'s: G-2

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

Background

The Platte Generating Station utilizes five stages of boiler feedwater heaters in its steam cycle. These feedwater heaters are specialized heat exchangers that use steam from the main turbine-generator to preheat the boiler feedwater and improve the overall plant steam cycle efficiency. One of the feedwater heaters has internal leakage problems which make control of its operation difficult and wall thinning of the feedwater heater tubes is occurring. The present heater is original to the plant. The heater weighs approximately 18 tons. The existing heater (which utilized 70-30 copper/nickel alloy tubes), was bid to be upgraded to stainless steel (SA688-304N) or, as an option, low alloy carbon steel (SA-213-T22).

Discussion

The specifications for the Feedwater Heater #5 Replacement were advertised and issued for bid in accordance with the City Purchasing Code. Bids were publicly opened on November 13, 2012. Specifications were sent to seven potential bidders and responses were received as listed below. Bidders were allowed to specify heater tubing consisting of either SA-213-T22 or SA688-304N materials. The engineer's estimate for this project was \$500,000.00.

Bidder	Bid Price
SPX Heat Transfer, Inc., Tulsa, OK (T22)	\$ 331,750.00
Thermal Engineering International, Santa Fe Springs, CA (T22)	\$ 366,500.00
Thermal Engineering International, Santa Fe Springs, CA (304N)	\$ 376,500.00
Holtee International, Jarlton, NY (304N)	\$ 477,050.00

The bids were reviewed by plant engineering staff. The lowest bid, from SPX Heat Transfer Inc., had the following concerns:

- 1) The proposed weight of the new heater exceeds that of the existing heater by almost 1.5 tons. This would require structural analysis and a possible upgrade of our current steel support frame.
- 2) The references given by SPX Heat Transfer were either nonresponsive or could only reference their work using the SA688-304N material (which they did not bid).
- 3) SPX Heat Transfer has not been responsive to discuss these issues and other “clarifications” listed in their bid.

All bidders who provided SA-213-T22 carbon steel tubing as a material in their bid were not able to back up their experience with the product through their references; therefore, this material was not further evaluated as a compliant option.

Companies bidding the SA688-304N tubing material were all highly referenced and well documented as to their history with the product. All bids came in under the engineer’s estimate.

Thermal Engineering International did not list any exceptions and their bid of \$376,500 is recommended as the lowest compliant bid.

Alternatives

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

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

Recommendation

City Administration recommends that the Council award the Contract for Feedwater Heater #5 Replacement to Thermal Engineering International, of Santa Fe Springs, California, as the lowest compliant bidder, with a bid price of \$376,500.00.

Sample Motion

Move to approve the bid from Thermal Engineering International, Inc., for the Feedwater Heater #5 Replacement in the amount of \$376,500.00.



*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: November 13, 2012 at 2:00 p.m.
FOR: Feedwater Heater #5 Replacement
DEPARTMENT: Utilities
ESTIMATE: \$500,000.00
FUND/ACCOUNT: 520
PUBLICATION DATE: October 18, 2012
NO. POTENTIAL BIDDERS: 7

SUMMARY

Bidder:	<u>Holtec International</u> Marlton, NY	<u>SPX Heat Transfer, Inc.</u> Tulsa, OK
Bid Security:	Cashier's Check	Liberty Mutual Ins. Co.
Exceptions:	None	Noted

Bid Price:		
Material:	\$470,000.00	\$331,750.00
Labor:	\$ 7,050.00 (Performance Bond)	-0-
Sales Tax:	-0-	-0-
Total Bid:	\$477,050.00	\$331,750.00

Bidder:	<u>Thermal Engineering International</u> Santa Fe Springs, CA
Bid Security:	Westchester Fire Ins. Co.
Exceptions:	Noted

Bid Price:	
Material:	\$366,500.00
Labor:	-0-
Sales Tax:	-0-
Total Bid:	\$366,500.00

cc: Tim Luchsinger, Utilities Director

Bob Smith, Assist. Utilities Director

Mary Lou Brown, City Administrator
Ryan Schmitz, Utilities Dept.

Pat Gericke, Utilities Admin. Assist.

P1603

RESOLUTION 2012-348

WHEREAS, the City of Grand Island invited sealed bids for Feedwater Heater #5 Replacement at Platte Generating Station, according to plans and specifications on file with the Utilities Department; and

WHEREAS, on November 13, 2012, bids were received, opened and reviewed;
and

WHEREAS, Thermal Engineering International, of Santa Fe Springs, California, 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 \$376,500.00; and

WHEREAS, the bid of Thermal Engineering International, is less than the estimate for Feedwater Heater #5 Replacement.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid Thermal Engineering International, in the amount of \$376,500.00, for Feedwater Heater #5 Replacement, is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, December 4, 2012.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
November 30, 2012	☐ City Attorney



City of Grand Island

Tuesday, December 4, 2012

Council Session

Item G3

#2012-349 - Approving Capacity Agreement with the Municipal Energy Association of Nebraska (MEAN)

Staff Contact: Tim Luchsinger, Utilities Director

Council Agenda Memo

From: Timothy Luchsinger, Utilities Director

Meeting: December 4, 2012

Subject: Capacity Agreement with the Municipal Energy Association of Nebraska (MEAN)

Item #'s: G-3

Presenter(s): Timothy Luchsinger, Utilities Director

Background

In order to ensure a reliable electric supply grid, electric utilities are required by federal and regional agencies to maintain accredited electric generation facilities in an amount to meet their maximum load requirements, plus a reserve to support outside needs in an emergency grid situation. This accreditation includes the operation of each unit at full load for a specified duration annually, and the generation source can be either owned by the utility or through an arrangement with another utility. With its units at Platte and Burdick, and share of units at Nebraska City and Hastings, the Utilities Department currently has accredited generation of 323 megawatts to serve a maximum load of 170 megawatts.

Discussion

The Municipal Energy Agency of Nebraska (MEAN), is an organization of municipal utilities in Nebraska and surrounding states formed to pool resources to serve its members under varying service agreements, and Grand Island has been a member since its formation in 1981. MEAN is entering into an agreement for supplying power to a new customer and will require additional accredited generation capacity in order to serve this load and proposed to purchase this capacity from Grand Island's surplus capacity. The agreement provides for the purchase of the capacity, and also for the determination of the price of the energy should the right to the capacity be exercised and the unit placed into operation. This proposal was reviewed by Tenaska Power Services, the City's power marketer, and the terms were considered to be in line with the current market conditions. A copy is furnished under separate cover, as it is a confidential agreement. The Utilities Department recommends that this capacity agreement with MEAN be approved by 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

Recommendation

City Administration recommends that the Council approve the Capacity Agreement with the Municipal Energy Association of Nebraska.

Sample Motion

Move to approve the Capacity Agreement with the Municipal Energy Association of Nebraska.

RESOLUTION 2012-349

WHEREAS, with its units at Platte and Burdick Generating Stations and share of units at Nebraska City and Hastings, Grand Island Utilities has accredited generation of 323 megawatts to serve a maximum load of 170 megawatts; and

WHEREAS, the Municipal Energy Agency of Nebraska (MEAN), is an organization of municipal utilities in Nebraska and surrounding states formed to pool resources to serve its members under varying service agreements, and Grand Island has been a member since 1981; and

WHEREAS, MEAN is entering into an agreement to supply power to another customer, and will require additional accredited generation capacity in order to serve this load and proposed to purchase this capacity from Grand Island's surplus capacity; and,

WHEREAS, the agreement provides for the purchase of the capacity, and also for the determination of the price of the energy should the right to the capacity be exercised and the unit placed into operation; and

WHEREAS the proposal was reviewed by Tenaska Power Services, the City's power marketer, and the terms are considered to be in line with current market conditions.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Capacity Agreement with the Municipal Energy Association of Nebraska (MEAN) is hereby accepted, and that the Mayor signs the agreement on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, December 4, 2012.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
November 30, 2012	☐ City Attorney



City of Grand Island

Tuesday, December 4, 2012

Council Session

Item G4

**#2012-350 - Approving License Agreement with Hall County
Housing Authority for Radio Repeater**

Staff Contact: Tim Luchsinger, Utilities Director

Council Agenda Memo

From: Tim Luchsinger, Utilities Director

Meeting: December 4, 2012

Subject: License Agreement with Hall County Housing Authority

Item #'s: G-4

Presenter(s): Tim Luchsinger, Utilities Director

Background

The City of Grand Island Utilities Department utilizes a two-way radio system for communications with personnel out in the field during normal and emergency operations. This system is essential for providing vital information to field personnel while at the same time being heard by the entire department. On January 1st, 2013, a new FCC narrow banding mandate takes effect, which requires all public safety radio systems to use a narrower frequency band. In order to meet this deadline and ensure that the changes work correctly, modifications were made to the radio system earlier this spring. The main repeater that receives and transmits all communications is located at Phelps Control Center on the east side of the City. This location experienced few problems prior to the narrow banding mandate; however, since the narrow band modifications were made, a noticeable drop in clarity and range has been realized. Alternative repeater locations were explored in an effort to reduce or eliminate these problems.

Discussion

Due to its central location, Centennial Towers, owned by the Hall County Housing Authority at 910 North Boggs Avenue, was one site that was investigated. Working with Platte Valley Communications, a test repeater was installed on the roof and used for several days with a noticeable improvement in radio communications quality and providing a much broader coverage area. Centennial Towers already has several different radio towers installed on the roof. Hall County Housing Authority does not charge to maintain equipment on the roof of Centennial Towers; however, they do require a license agreement. Due to the successful test run, it is recommended that the license agreement be signed to allow the Department to install the necessary radio equipment.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the License Agreement with Hall County Housing Authority to allow the installation of Utilities Department radio equipment at Centennial Towers.

Sample Motion

Move to approve the License Agreement with Hall County Housing Authority to allow the installation of Utilities Department radio equipment at Centennial Towers.

**LICENSE AGREEMENT BETWEEN
THE HALL COUNTY HOUSING AUTHORITY
AND
THE CITY OF GRAND
ISLAND UTILITIES**

This Agreement is made between the Hall County Housing Authority, Grand Island, Nebraska as "Licensor" and the City of Grand Island, State of Nebraska, as "Licensee."

Whereas, Licensee wishes to install and maintain a Radio Tower and associated equipment on real estate owned by Licensor at Centennial Towers, 910 N. Boggs, Grand Island, Nebraska and

Whereas, Licensor and Licensee wish to have a formal agreement for the installation and maintenance of said Radio Tower, and

THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Licensor hereby grants to Licensee a non-exclusive right to enter upon the real estate described above for such purposes and under the conditions listed herein. This License shall continue for one year from the date of signature hereof but shall automatically extend each year for an additional one year unless terminated according to the terms hereof.

2. The Licensee is authorized at it's own risk and expense, to place a "Radio Tower" and associated equipment, a description of which is attached hereto, for non-commercial, public safety purposes only upon the roof of Centennial Towers. Licensee shall be solely responsible for the operation of the tower.

3. Licensee assumes the sole and entire responsibility for any loss of life, injuries or property damage that may be sustained on the real estate arising from the negligent operation of the Tower, and Licensee agrees to indemnify and hold the Licensor harmless in regard to all such loss of life, injuries or property damage. Licensee shall maintain at all times during the term of this License public liability insurance with one or more insurance companies licensed to do business in Nebraska rated by A.M. Best at not less than "B+" against claims for personal injury, death, or property damage, including damage arising from lightning, occurring in, on, or upon the real estate, such insurance to be in a minimum amount of \$1,500,000 for personal injury or death and \$1,500,000 for property damage. Licensee may utilize a Nebraska intergovernmental risk management pool in lieu of a Nebraska licensed insurer to provide the public liability insurance specified in this section provided the insurer or

insurers the pool uses meets the "B+" minimum A.M. Best rating previously referred to in this Section. Licensors shall be named as an additional insured.

4. Licensee shall pay all utility charges, installation and maintenance charges, and all installation and maintenance shall be in accordance with all applicable building codes and any other codes applicable to radio tower installation. In the event that the tower and equipment must be moved for construction and maintenance on the building or premises, Licensee shall be responsible for the timely removal or relocation of the tower and equipment at Licensee's expense.

5. Licensee shall have the right to access said Radio Tower at any time, provided that the Licensors shall be notified a reasonable time prior to any such access. Licensee shall not have a key to the premises. Licensee understands that access to the roof of the real estate is not open to the public and that Licensee shall be responsible to maintain security regarding access.

6. Nothing contained herein shall be construed in any manner to establish a relationship of co-partners between the parties or constituting the Licensee the agent, representative, or employee of the Licensors for any purpose whatsoever. Licensee shall have the sole right to manage, control, operate and direct the performance and details of its operations.

7. Licensee shall fully comply with the Laws of the United States of America, the Federal Communications Commission and the State of Nebraska.

8. This License may be terminated by either party without cause upon giving 90 days written notice to the non-terminating party. This License may be terminated immediately by the Licensors upon breach by the Licensee of any covenant or condition of this Agreement.

9. Upon termination of this Agreement, Licensee shall remove all equipment placed on the premises and restore the premises to its original condition.

10. This Agreement may not be altered, changed or amended except by instrument of writing executed by the parties to this Agreement. This License is non-assignable.

11. All notices required to be given to either party shall be addressed to the parties as follows:

Hall County Housing Authority
911 Baumann Drive,
Grand Island, NE 68803

City of Grand Island
Attn: Travis Burdett
700 E Bischeld St.
Grand Island, NE 68801
Telephone: (308) 385-5466

Dated_____, 2012 Hall County Housing Authority

By_____

Dated_____, 2012 City of Grand Island

By_____

Exhibit (1)

Equipment List for New Repeater Installation at Centennial Towers

Quantity	Part Number	Description
1	MTR3000	Motorola MTR300 Repeater in Housing Includes: MTR-3000 Repeater Duplexer Battery Charger Battery Control Relay (300XBXC4)
1		DIN Rail for Relay
1	DB420	UHF Antenna 20' with Mounting Hardware
	MiniPort	
1	20Q	Furman 20A Power Relay Outlet 8 to 15 VDC
1		Quad Outlet Box for Furman (Hang on wall)
2		Deep Cycle Interstate 12V Backup Batteries

Additional Components

Quantity	Part Number	Description
1	EZPLC	Programmable Logic Controller 24VDC
	MiniPort	Operation with modules
1	20Q	Furman 20A Power Relay Outlet 8 to 15 VDC
1		120VAC Power Strip
1	AL600ULPD4	Altronix 24V Power Supply
		Includes: 2 7AH Backup Batteries
1		Misc Control Cables between Equipment Components
1	BH-20	Motorola Canopy Wireless Ethernet Radio

RESOLUTION 2012-350

WHEREAS, the City of Grand Island Utilities Department utilizes a two-way radio system to communicate with personnel during normal and emergency operations; and

WHEREAS, Centennial Towers at 910 North Boggs Avenue would provide for an alternative location for the radio system repeater.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the License Agreement with the Hall County Housing Authority to install a repeater for radio communications at that location is approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, December 4, 2012.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	▣ _____
November 30, 2012	▣ City Attorney



City of Grand Island

Tuesday, December 4, 2012

Council Session

Item G5

#2012-351 - Approving Certificates of Final Completion and Setting Board of Equalization Hearing Date for Water Main Districts 457, 459, 460 and 461 (Parkview Area)

Staff Contact: Tim Luchsinger, Utilities Director

Council Agenda Memo

From: Timothy Luchsinger, Utilities Director

Meeting: December 4, 2012

Subject: Water Main Districts 457, 459, 460, and 461, Parkview Area Certificate of Final Completion and Setting Date for Board of Equalization

Item #'s: G-5

Presenter(s): Timothy Luchsinger, Utilities Director

Background

The Parkview area is generally located south of Stolley Park Road and east of Blaine Street. Initially development of the area commenced approximately 75 years ago, and the area was not within City limits. Private domestic household wells were used for water supply at the time, and have served the area until recently.

In June, 2011, a neighborhood meeting was held with area residents to discuss groundwater polluted by industrial solvents which has extended eastward across the City. The Nebraska Department of Environmental Quality (NDEQ) and the Environmental Protection Agency (EPA) have classified the area as a Superfund Site, and are currently conducting clean-up operations. Subsequent to the meeting, the City received petitions from property owners in the area requesting water service.

Per those petitions, and as directed by Council, four Water Main Districts were created to extend City service:

District 457, located in Pioneer Blvd.

District 459, located in Park Drive

District 460, located in Riverview Drive, Grand Avenue, and August Street

District 461, located in Hagge Avenue and William Street

That work is now fully complete, operational, and has been incorporated into the municipal system. A map of each district's boundary is attached for reference, as well as a map of the entire area.

Discussion

As a cost savings from the economy of scale, one contract was issued for construction of the four assessment districts. The total project cost was \$1,059,521.60. The City's expense is \$108,041.20, or about 10.2%. This cost is associated with that portion of the project installed adjacent to the Stolley Park property, the Stolley Park Elementary School property, and an interconnect placed in August Street that provides additional redundancy to the area.

The construction was done as assessment districts. This is the standard method used by the City to recoup costs when mains are installed at the request of the property owners. Of the total project cost, the total amount chargeable for assessments is \$951,480.40. The assessments are based on an equal benefit and value of service to each property. Each owner will be assessed the same portion of the chargeable amount equal to \$7,100.60. This is the same assessment method used in adjacent Parkview areas.

The assessment may be paid in five annual payments, at 7% simple interest on the outstanding balance. The first payment is due 50 days after the Council sets at the Board of Equalization (BOE) Hearing. Attached for reference are copies of the district's costs, ownership records, and assessments.

Alternatives

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

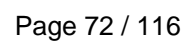
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

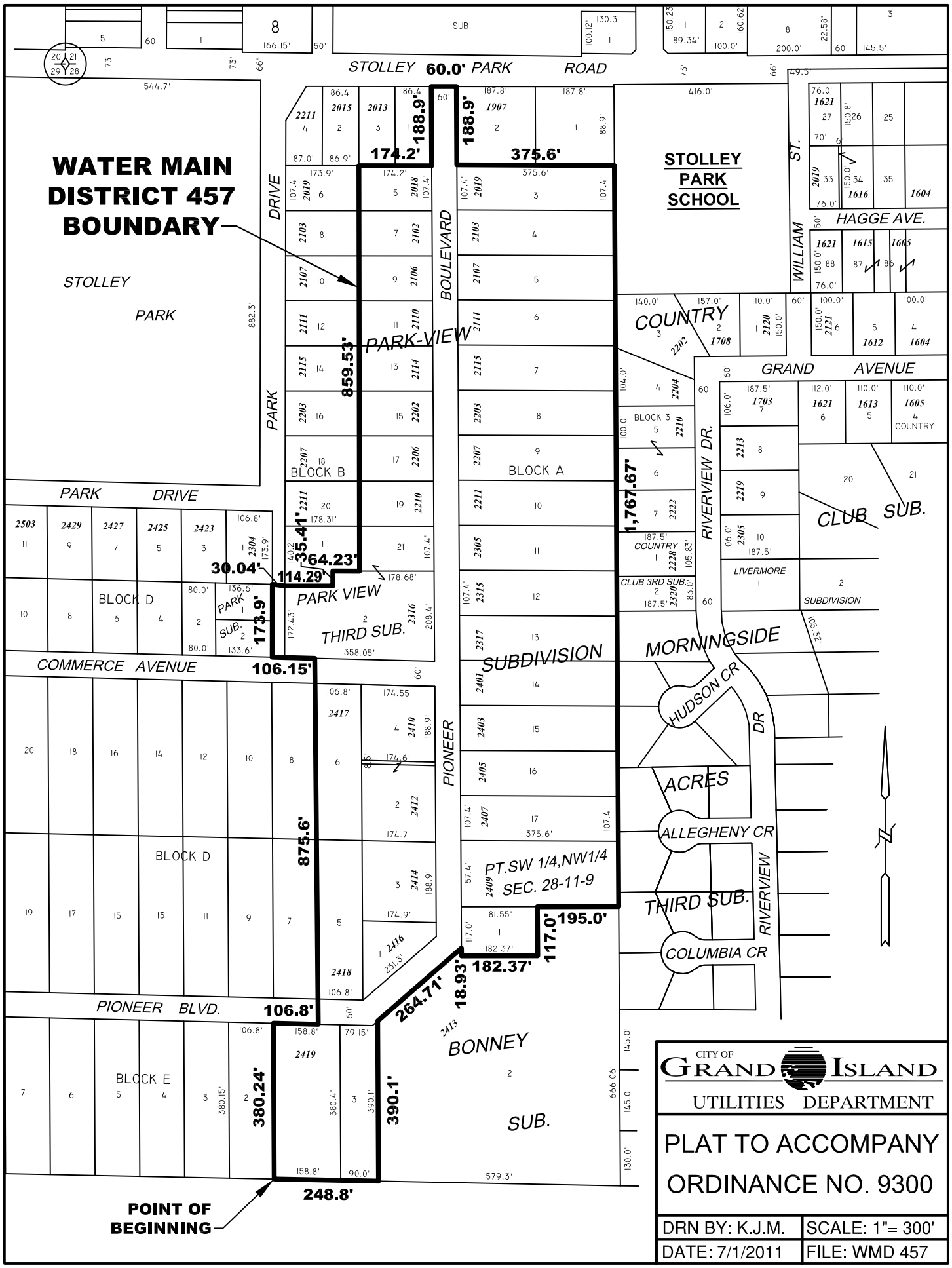
Recommendation

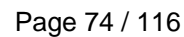
City Administration recommends that the Council accept the Certificates of Final Completion for Water Main Districts 457, 459, 460, and 461, and set the date of January 22, 2013, for the Board of Equalization to determine benefits for the properties within the four district's boundaries.

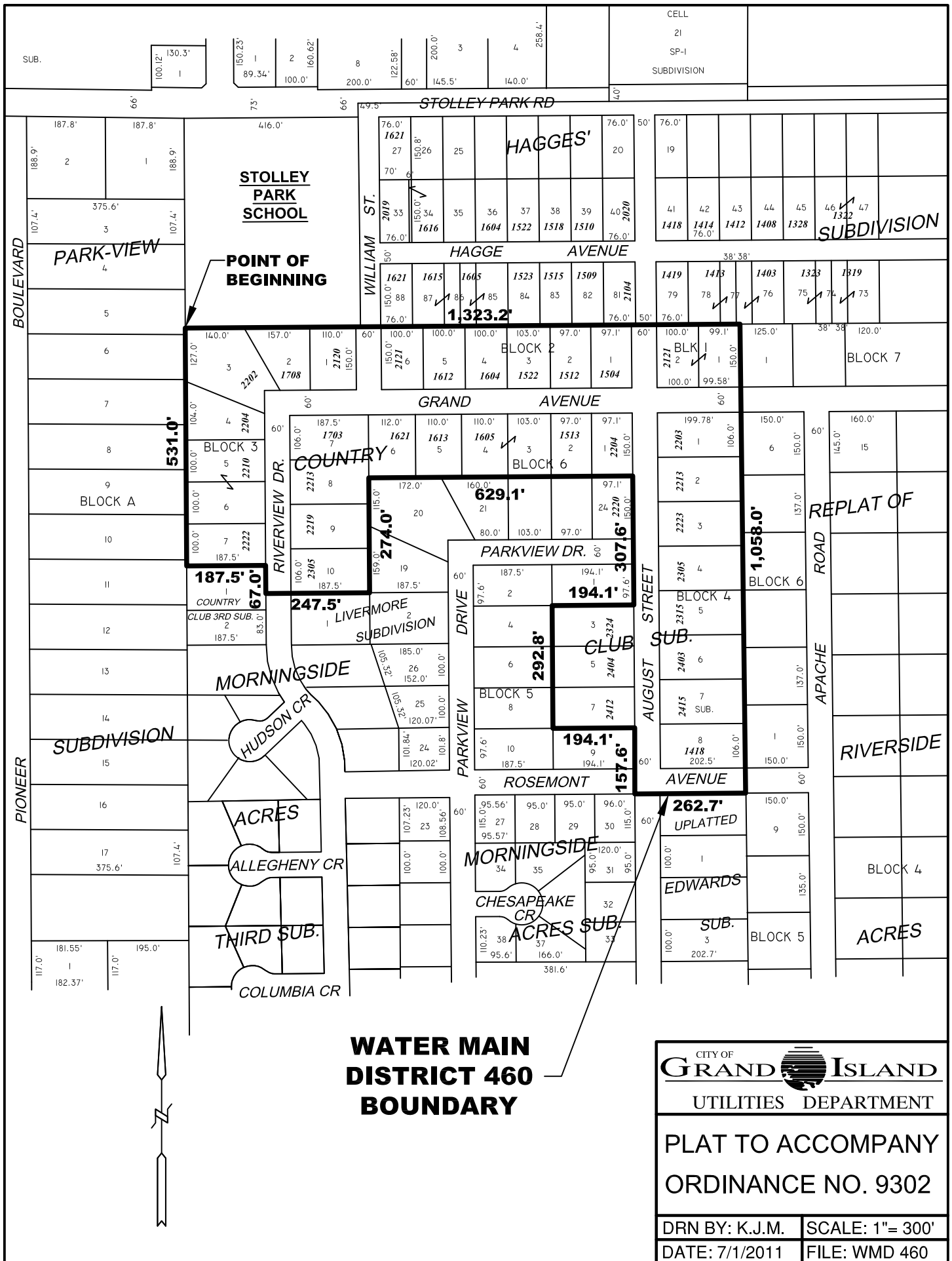
Sample Motion

Move to accept the Certificates of Final Completion for Water Main Districts 457, 459, 460, and 461, and set the date of January 22, 2013, for the Board of Equalization to determine benefits for the properties within the four district's boundaries.









POINT OF BEGINNING

CELL
21
SP-I
BDIVISION

2
HISTORICAL
MARKER
JR.

~~STOLLEY PARK ROAD~~

HAGGES'

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~~SUBDIVISION~~

AVENUE

HAGGE

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BLOCK 2

	3
	3

GRAND

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PARKVIEW D

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CITY OF
GRAND ISLAND
UTILITIES DEPARTMENT

PLAT TO ACCOMPANY
ORDINANCE NO. 9303

DRN BY: K.J.M.

SCALE: 1"= 300'

DATE: 7/1/2011

FILE: WMD 461

INTEROFFICE MEMORANDUM



*Working Together for a
Better Tomorrow. Today.*

DATE: December 4, 2012
TO: Mayor and Council Members
FROM: Timothy Luchsinger, Utilities Director
SUBJECT: Water Main District 457, 459, 460, and 461

This memo is to certify that Water Main District 457, within Pioneer Blvd., approximately 2,627 feet; Water Main District 459 within Park Drive, approximately 2,809 feet; Water Main District 460 within Riverview, Grand and August Streets, approximately 2,716 feet; Water Main District 461 in Hagge Avenue and Williams Street, approximately 2,708 feet, have been fully completed.

All work was done in accordance with the terms and conditions of the contract, and complies with the plans and specifications. The water main districts have been placed in service.

It is recommended that a Board of Equalization be set for January 22, 2013 to determine the benefits and connection fees for the properties within the boundaries of Water Main District 457, 459, 460 and 461.

Timothy Luchsinger, Utilities Director

pc: Jaye Monter, Finance Director
Bob Smith, Asst. Utilities Director
Terry Brown, Interim Public Works Director
Tom Barnes, Civil Engineering Manager, Utilities
Ruben Sanchez, Water Superintendent
Yolanda Rayburn, Sr. Accounting Clerk

ENGINEER'S CERTIFICATE OF FINAL COMPLETION

WATER MAIN DISTRICT NO. 457

December 4, 2012

Water Main District No. 457 is located along Pioneer Blvd., approximately 2,627 linear ft.. The work on this main, as certified to be fully completed by Timothy Luchsinger, Utilities Director, is hereby accepted for the City of Grand Island, Nebraska, by me as Interim Public Works Director in accordance with the provision on Section 16-650, R.R.S., 1943.

It is recommended that the City Council sit as Board of Equalization on January 22, 2013 to determine benefits and levy special assessments.

Respectfully submitted,



Terry Brown,
Interim Public Works Director

WATER MAIN DISTRICT NO. 457

December 4, 2012

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

I hereby recommend that the Engineer's Certificate of Final Completion for Water Main District 457 be approved.

I further recommend that the City Council sit as Board of Equalization on January 22, 2013, to determine benefits and levy special assessments.

Respectfully submitted,

Jay Vavricek,
Mayor

ENGINEER'S CERTIFICATE OF FINAL COMPLETION

WATER MAIN DISTRICT NO. 459

December 4, 2012

Water Main District No. 459 is located along Park Drive., approximately 2,809 linear ft.. The work on this main, as certified to be fully completed by Timothy Luchsinger, Utilities Director, is hereby accepted for the City of Grand Island, Nebraska, by me as Interim Public Works Director in accordance with the provision on Section 16-650, R.R.S., 1943.

It is recommended that the City Council sit as Board of Equalization on January 22, 2013 to determine benefits and levy special assessments.

Respectfully submitted,



Terry Brown,
Interim Public Works Director

WATER MAIN DISTRICT NO. 459

December 4, 2012

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

I hereby recommend that the Engineer's Certificate of Final Completion for Water Main District 459 be approved.

I further recommend that the City Council sit as Board of Equalization on January 22, 2013, to determine benefits and levy special assessments.

Respectfully submitted,

Jay Vavricek,
Mayor

ENGINEER'S CERTIFICATE OF FINAL COMPLETION

WATER MAIN DISTRICT NO. 460

December 4, 2012

Water Main District No. 460 is located along Grand Avenue, Riverview Drive, and August Street., approximately 2,716 linear ft.. The work on this main, as certified to be fully completed by Timothy Luchsinger, Utilities Director, is hereby accepted for the City of Grand Island, Nebraska, by me as Interim Public Works Director in accordance with the provision on Section 16-650, R.R.S., 1943.

It is recommended that the City Council sit as Board of Equalization on January 22, 2013 to determine benefits and levy special assessments.

Respectfully submitted,



Terry Brown,
Interim Public Works Director

WATER MAIN DISTRICT NO. 460

December 4, 2012

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

I hereby recommend that the Engineer's Certificate of Final Completion for Water Main District 460 be approved.

I further recommend that the City Council sit as Board of Equalization on January 22, 2013, to determine benefits and levy special assessments.

Respectfully submitted,

Jay Vavricek,
Mayor

ENGINEER'S CERTIFICATE OF FINAL COMPLETION

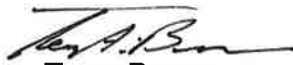
WATER MAIN DISTRICT NO. 461

December 4, 2012

Water Main District No. 461 is located along Hagge Avenue and William Street approximately 2,708 linear ft. The work on this main, as certified to be fully completed by Timothy Luchsinger, Utilities Director, is hereby accepted for the City of Grand Island, Nebraska, by me as Interim Public Works Director in accordance with the provision on Section 16-650, R.R.S., 1943.

It is recommended that the City Council sit as Board of Equalization on January 22, 2013 to determine benefits and levy special assessments.

Respectfully submitted,



Terry Brown,
Interim Public Works Director

WATER MAIN DISTRICT NO. 461

December 4, 2012

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

I hereby recommend that the Engineer's Certificate of Final Completion for Water Main District 461 be approved.

I further recommend that the City Council sit as Board of Equalization on January 22, 2013, to determine benefits and levy special assessments.

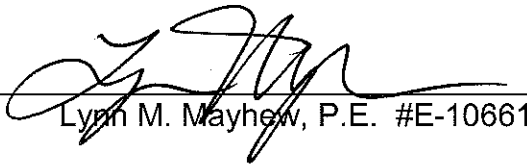
Respectfully submitted,

Jay Vavricek,
Mayor

ENGINEER'S CERTIFICATE OF FINAL COMPLETION

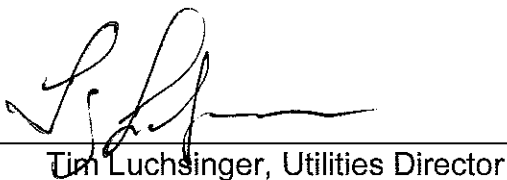
Water Main District 457, 459, 460, 461

The above referenced Water Main Districts were all installed under one contract issued to K2 Construction of Lincoln, NE. The work generally being located in the existing residential development along Pioneer Blvd., Park Drive, Riverview Drive, Grand Avenue, August Street, Williams Street and Hagge Avenue; all in the City of Grand Island, NE. The work on this project has been fully completed in accordance with the terms and conditions of the contract and complies with the plans and specifications.


Lynn M. Mayhew, P.E. #E-10661

11/16/12
Date

I hereby authorize Water Main District 457, District 459, District 460, and District 461 to be incorporation into the City of Grand Island water system.


Tim Luchsinger, Utilities Director

11-21-12
Date

Water Main Districts 457, 459, 460, and 461 District Costs

BIDS: 11/22/2011

Pioneer Blvd., Park Drive, Riverview Drive, Grand Avenue, August Street, and Hagge Avenue

TOTAL FOR ALL DISTRICTS

ITEM	DESCRIPTION	TOTAL		K2 Construction Lincoln, NE		ASSESSABLE		CITY COST	
		QUANTITY	INSTALLED	UNIT \$	TOTAL \$	QUANTITY	TOTAL \$	QUANTITY	TOTAL \$
1.01	8" d.i. pipe (r.j.) - trenchless installation	9,535.9	lf	53.70	512,077.83	7,573.31	406,686.75	1,962.59	105,391.08
1.02	8" d.i. pipe (s.j.) - trenched	1,323.3	lf	53.35	70,598.06	1,323.30	70,598.06		0.00
1.03	8" nitrile Gaskets (R.J.)	199.0	ea	25.89	5,152.11	174.00	4,504.86	25.00	647.25
1.04	8" nitrile Gaskets (M.J.)	40.0	ea	21.53	861.20	40.00	861.20		0.00
1.05	6" d.i. pipe (s.j.)	10.0	lf	84.72	847.20	10.00	847.20		0.00
1.06	6" nitrile Gaskets (M.J.)	40.0	ea	16.28	651.20	40.00	651.20		0.00
1.07	8"x8"x8"x8" m.j. cross	1.0	ea	294.22	294.22	1.00	294.22		0.00
1.08	8"x8"x8"x6" m.j. cross	1.0	ea	296.00	296.00	1.00	296.00		0.00
1.09	8"x8"x8" m.j. tapping sleeve	2.0	ea	2,070.64	4,141.28	2.00	4,141.28		0.00
1.10	8"x8"x8" m.j. tee	3.0	ea	261.96	785.88	3.00	785.88		0.00
1.11	8"x8"x6" m.j. tee	21.0	ea	237.15	4,980.15	21.00	4,980.15		0.00
1.12	8"x90° m.j. bend	6.0	ea	198.75	1,192.50	6.00	1,192.50		0.00
1.13	8"x45° m.j. bend	10.0	ea	181.63	1,816.30	10.00	1,816.30		0.00
1.14	8"x22.5° m.j. bend	0.0	ea	179.86	0.00	0.00	0.00		0.00
1.15	8"x6" m.j. reducer	3.0	ea	158.60	475.80	3.00	475.80		0.00
1.16	8" retainer gland	0.0	ea	101.71	0.00	0.00	0.00		0.00
1.17	8" sleeve coupling	9.0	ea	211.51	1,903.59	9.00	1,903.59		0.00
1.18	8" plug	0.0	ea	95.00	0.00	0.00	0.00		0.00
1.19	8" r.s. tapping valve	3.0	ea	1,637.92	4,913.76	3.00	4,913.76		0.00
1.20	8" r.s. gate valve	11.0	ea	1,202.74	13,230.14	11.00	13,230.14		0.00
1.21	6" sleeve coupling	0.0	ea	378.44	0.00	0.00	0.00		0.00
1.22	6" r.s. gate valve	1.0	ea	898.19	898.19	1.00	898.19		0.00
1.23	12"x12"x8" m.j. tapping sleeve	1.0	ea	2,253.71	2,253.71	1.00	2,253.71		0.00
1.24	12" sleeve coupling	0.0	ea	465.00	0.00	0.00	0.00		0.00
1.25	valve box	15.0	ea	353.83	5,307.45	15.00	5,307.45		0.00
1.26	fire hydrant assembly	23.0	ea	1,687.79	38,819.17	23.00	38,819.17		0.00
1.27	duc-lugs & redi-rod	1.0	ea	28.44	28.44	1.00	28.44		0.00
1.28	thrust block	43.0	ea	100.03	4,301.29	43.00	4,301.29		0.00
1.29	I-beam block	0.0	ea	600.00	0.00	0.00	0.00		0.00
1.30	linestopper installation	0.0	ea	1,540.00	0.00	0.00	0.00		0.00
1.31	1" copper water service (complete)	131.0	ea	1,026.96	134,531.76	131.00	134,531.76		0.00
1.32	8 mil polywrap	10,859.2	lf	1.02	11,076.38	8,895.60	9,073.51	1,963.60	2,002.87
1.33	remove asph./conc. roadway	521.1	sy	4.90	2,553.39	521.10	2,553.39		0.00
1.34	replace asph./conc. roadway	453.4	sy	52.85	23,962.19	453.40	23,962.19		0.00
1.35	remove asph./conc. driveway	234.7	sy	35.00	8,212.75	234.65	8,212.75		0.00
1.36	replace asph./conc. driveway	245.1	sy	42.85	10,503.39	245.12	10,503.39		0.00
1.37	remove concrete sidewalk	2,434.6	sf	1.40	3,408.44	2,434.60	3,408.44		0.00
1.38	replace concrete sidewalk	2,434.6	sf	4.35	10,590.51	2,434.60	10,590.51		0.00
1.39	remove & salvage existing 12"x12"x8" tee	0.0	ea	140.00	0.00	0.00	0.00		0.00
1.40	remove & salvage existing 8" valve & box	1.0	ea	105.00	105.00	1.00	105.00		0.00
1.41	remove & salvage existing 8"x6" reducer	1.0	ea	105.00	105.00	1.00	105.00		0.00
1.42	remove & salvage existing 6"x90° Ell	1.0	ea	105.00	105.00	1.00	105.00		0.00
1.43	remove & salvage existing fire hydrant	2.0	ea	140.00	280.00	2.00	280.00		0.00
1.44	saw cut	927.1	lf	4.90	4,542.79	927.10	4,542.79		0.00
1.45	residential seeding	33,442.0	sf	0.17	5,685.14	33,442.00	5,685.14		0.00
1.46	traffic control	4.0	complete	2,300.00	9,200.00	4.00	9,200.00		0.00
Contract Total					\$900,687.21		\$792,646.01		\$108,041.20
City Supplied Materials					\$38,764.98		\$38,764.98		
Outside Purchases - Publication, Inspection & Testing					\$884.54		\$884.54		
Engineering & Administration - Labor					\$86,121.83		\$86,121.83		
Engineering & Administration - Overhead					\$33,063.04		\$33,063.04		
TOTAL Project Cost					\$1,059,521.60				
Assessable amount					\$7,100.60 Ea and Equal		\$951,480.40		
City Cost									\$108,041.20

W M Dist	Owner Name	Mailing Address	City	State	Zip	Legal Address	Lot	Block	Subdivision / Section	Legal	Assessment
457	City of Grand Island	2111 Pioneer Blvd	Grand Island	NE	68801		6	A	Park-View Sub		\$7,100.60
457	Frederick W. Rauch, Jr.	2419 Pioneer Blvd.	Grand Island	NE	68801		1	E	Park-View Sub		\$7,100.60
457	Gary R. & Ellen M. Mader	2413 Pioneer Blvd.	Grand Island	NE	68801		1		Bonney Sub		\$7,100.60
457	Gary R. & Ellen M. Mader						3		Bonney Sub		\$7,100.60
457	Tiffany B. Pendergraft c/o Shore Mortgage	PO Box 970	Birmingham	MI	48012	2418 Pioneer Blvd.	5	D	Park-View Sub		\$7,100.60
457	Sharon A. Smaha	2416 Pioneer Blvd.	Grand Island	NE	68801		1	D	Park-View Sub		\$7,100.60
457	Dean L. & Shirley D. Carstens	2414 Pioneer Blvd.	Grand Island	NE	68801		3	D	Park-View Sub		\$7,100.60
457	Marvin D. & Judith M. Lambertus	2409 Pioneer Blvd.	Grand Island	NE	68801				Part SW1/4, NW1/4, Sec 28-11-9	* See below	\$7,100.60
457	Joel B. & Melanie L. Garrett	2407 Pioneer Blvd.	Grand Island	NE	68801		17	A	Park-View Sub		\$7,100.60
457	Steven D. & Lynda G. Gratopp	2412 Pioneer Blvd.	Grand Island	NE	68801		2	D	Park-View Sub		\$7,100.60
457	Steven D. & Lynda G. Gratopp						PT 4	D	Park-View Sub	S. 8.5' Lot 4, Blk D, Park-View Sub	
457	Kevin G. Boltz	P.O. Box 91	Polk	NE	64138	2405 Pioneer Blvd.	16	A	Park-View Sub		\$7,100.60
457	Ronald R. Ruhe & Marilyn Haith	2403 Pioneer Blvd.	Grand Island	NE	68801		15	A	Park-View Sub		\$7,100.60
457	Lawrence D. & Kristine A. Coates	PO Box 235	Chapman	NE	68827	2410 Pioneer Blvd.	PT 4	D	Park-View Sub	N. 180.4' Lot 4, Blk D, Park-View Sub	\$7,100.60
457	Roger Krolkowski	2417 Commerce Ave	Grand Island	NE	68801		6	D	Park-View Sub		\$7,100.60
457	Neil D. & Jacqueline J. Stoecker	2401 Pioneer Blvd.	Grand Island	NE	68801		14	A	Park-View Sub		\$7,100.60
457	Myron R. & Margaret E. Berggren	2317 Pioneer Blvd.	Grand Island	NE	68801		13	A	Park-View Sub		\$7,100.60
457	Herbert W. & Lanita K. Roeser	2316 Pioneer Blvd.	Grand Island	NE	68801		1		Park-View 5th Sub.		\$7,100.60
457	Robert G. & Judy A. Eversoll	2315 Pioneer Blvd.	Grand Island	NE	68801		12	A	Park-View Sub		\$7,100.60
457	Diane E. Bodenbender	2305 Pioneer Blvd.	Grand Island	NE	68801		11	A	Park-View Sub		\$7,100.60
457	Branden D. & Gretchen L. Wagner	2210 Pioneer Blvd.	Grand Island	NE	68801		19	B	Park-View Sub		\$7,100.60
457	Daniel R. & Sara A. Cox	2211 Pioneer Blvd.	Grand Island	NE	68801		10	A	Park-View Sub		\$7,100.60
457	John & Jennifer Gannon	2207 Pioneer Blvd.	Grand Island	NE	68801		9	A	Park-View Sub		\$7,100.60
457	John W. & Wanda M. Sargent	2206 Pioneer Blvd.	Grand Island	NE	68801		17	B	Park-View Sub		\$7,100.60
457	Daniel J. & Sandra J. Hostler	2202 Pioneer Blvd.	Grand Island	NE	68801		15	B	Park-View Sub		\$7,100.60
457	Rhoads Enterprises, INC	P.O. Box 5616	Grand Island	NE	68802	2203 Pioneer Blvd.	8	A	Park-View Sub		\$7,100.60
457	Laura J. Johnson	1146 S. Vine Street	Grand Island	NE	68801	2114 Pioneer Blvd.	13	B	Park-View Sub		\$7,100.60
457	Jeffrey H. & Denelda C. Spease	2115 Pioneer Blvd.	Grand Island	NE	68801		7	A	Park-View Sub		\$7,100.60
457	Brandon K. Warner	2110 Pioneer Blvd.	Grand Island	NE	68801		11	B	Park-View Sub		\$7,100.60
457	David J. & Jamie J. Parr	2106 Pioneer Blvd.	Grand Island	NE	68801		9	B	Park-View Sub		\$7,100.60

457	John T. & Kathryn A. Kluska	2107 Pioneer Blvd.	Grand Island	NE	68801	5	A	Park-View Sub	\$7,100.60
457	Darrel R. Olson	2102 Pioneer Blvd.	Grand Island	NE	68801	7	B	Park-View Sub	\$7,100.60
457	James F. Crisel	2103 Pioneer Blvd.	Grand Island	NE	68801	4	A	Park-View Sub	\$7,100.60
457	Myrl L. Wieland	2019 Pioneer Blvd.	Grand Island	NE	68801	3	A	Park-View Sub	\$7,100.60
457	Jayne A. Decker	2018 Pioneer Blvd.	Grand Island	NE	68801	5	B	Park-View Sub	\$7,100.60
									\$241,420.40

* Part SW1/4, NW1/4, Sec 28, T11N, R9W of the 6th PM
Commencing at the Southeast Corner of Lot Seventeen 17 Block A
Park View Subdivision; thence running Southerly on said East line of said
West Half of the Northwest Quarter (W1/2, NW1/4) of said Section Twenty
Eight (28) a distance of 1457 feet; thence Westerly and parallel to the South
Line of said Lot 17 a distance of Three Hundred Seventy Seven 377 feet to
the East Right of Way line of Pioneer Boulevard; thence Northerly on the
east Right of Way of Pioneer Boulevard a distance of 1457 feet; thence
Easterly and parallel to the South Line of said Lot 17 a distance of Three
Hundred Seventy Seven 377 feet to the point of beginning

W M Dist	Owner Name	Mailing Address	City	State	Zip	Legal Address	Lot	Block	Subdivision / Section	Legal	Assessment
459	Robert L. & Roxanne L. Lathen	2521 Park Drive	Grand Island	NE	68801		29	C	Park-View Sub		\$7,100.60
459	Donald P. & Patricia D. Whelan	2519 Park Drive	Grand Island	NE	68801		27	C	Park-View Sub		\$7,100.60
459	Douglas A. & Cheryl A. Ward	2517 Park Drive	Grand Island	NE	68801		25	C	Park-View Sub		\$7,100.60
459	Steven R. & Mary M. Mettenbrink	2515 Park Drive	Grand Island	NE	68801		23	c	Park-View Sub		\$7,100.60
459	Brian J. & Lisa C. Degen	2511 Park Drive	Grand Island	NE	68801		21	C	Park-View Sub		\$7,100.60
459	Brian J. & Lisa C. Degen						19	C	Park-View Sub		
459	Jeanne E. Williams	2509 Park Drive	Grand Island	NE	68801		17	C	Park-View Sub		\$7,100.60
459	K & B Aircraft Leasing Services, Inc.	5266 Cherokee Avenue	Columbus	NE	68601	2507 Park Drive	15	C	Park-View Sub		\$7,100.60
459	Donald A. & Cheri A. Schwieger	2505 Park Drive	Grand Island	NE	68801		13	C	Park-View Sub		\$7,100.60
459	Leslie Dean & Teresita V. Westover	2503 Park Drive	Grand Island	NE	68801		11	C	Park-View Sub		\$7,100.60
459	Greg S. & Angela M. Lehechka	2429 Park Drive	Grand Island	NE	68801		9	C	Park-View Sub		\$7,100.60
459	Chad L. & Leslie M. Smith	2427 Park Drive	Grand Island	NE	68801		7	C	Park-View Sub		\$7,100.60
459	George H. & Kathryn L. Ferris	2425 Park Drive	Grand Island	NE	68801		5	C	Park-View Sub		\$7,100.60
459	Earl K. & Lazetta J. Barnes	2423 Park Drive	Grand Island	NE	68801		3	C	Park-View Sub		\$7,100.60
459	Timothy R. & Beverly Jo Plummer	2304 Park Drive	Grand Island	NE	68801		1	C	Park-View Sub		\$7,100.60
459	Luther S. & Stephanie M. Allen	2305 Park Drive	Grand Island	NE	68801		1		Park View 3rd Sub		\$7,100.60
459	Virgil D. & Lois M. Melsen	2211 Park Drive	Grand Island	NE	68801		20	B	Park-View Sub		\$7,100.60
459	Evalyn M. Sorahan	2207 Park Drive	Grand Island	NE	68801		18	B	Park-View Sub		\$7,100.60
459	Shirley M. Sterkel	50413 Horseshoe Pl	Wolbach	NE	68882	2203 Park Drive	16	B	Park-View Sub		\$7,100.60
459	Charles H. & Christine M. Hoffman	2115 Park Drive	Grand Island	NE	68801		14	B	Park-View Sub		\$7,100.60
459	Steven R. & Tracy M. Eisenmann	2111 Park Drive	Grand Island	NE	68801		12	B	Park-View Sub		\$7,100.60
459	Roger Charles Brown	2107 Park Drive	Grand Island	NE	68801		10	B	Park-View Sub		\$7,100.60
459	Krishna C. Bosselman	2103 Park Drive	Grand Island	NE	68801		8	B	Park-View Sub		\$7,100.60
459	Henry N. & Carol A. Yencer	2019 Park Drive	Grand Island	NE	68801		6	B	Park-View Sub		\$7,100.60
											\$163,313.80

W M Dist	Owner Name	Mailing Address	City	State	Zip	Legal Address	Lot	Block	Subdivision / Section	Legal	Assessment
460	Franklin L. Angel and Roxanne E. Smith	711 Peach Street	Lincoln	NE	68503	2412 S. August Street	7	5	Country Club Sub		\$7,100.60
460	Mary A. Huebner	2415 S. August Street	Grand Island	NE	68801		7	4	Country Club Sub		\$7,100.60
460	Shane A. & Lisa A. Arends	2404 S. August Street	Grand Island	NE	68801		5	5	Country Club Sub		\$7,100.60
460	Thomas J. & Dianna L. Dunning	2403 S. August Street	Grand Island	NE	68801		6	4	Country Club Sub		\$7,100.60
460	David L. Thuernagle	2324 S. August Street	Grand Island	NE	68801		3	5	Country Club Sub		\$7,100.60
460	Larry C. & Debra K. Wilkerson	2315 S. August Street	Grand Island	NE	68801		5	4	Country Club Sub		\$7,100.60
460	Robert W. Strong and Kendra K. Hays	2305 Riverview Drive	Grand Island	NE	68801		10	6	Country Club Sub		\$7,100.60
460	Richard P. & Phyllis O. Newhouse	2305 S. August Street	Grand Island	NE	68801		4	4	Country Club Sub		\$7,100.60
460	Michelle J. Hysell	2222 Riverview Drive	Grand Island	NE	68801		7	3	Country Club Sub		\$7,100.60
460	Darrell E. & Kelly S. Johnson	2219 Riverview Drive	Grand Island	NE	68801		9	6	Country Club Sub		\$7,100.60
460	William & June Urbanek	25163 Marion Avenue, Lot 45	Punta Gorda	FL	33950	2223 S. August Street	3	4	Country Club Sub		\$7,100.60
460	Blake M. Corman	2213 Riverview Drive	Grand Island	NE	68801		8	6	Country Club Sub		\$7,100.60
460	Michael J. & Deborah L. Delvaux	2213 S. August Street	Grand Island	NE	68801		2	4	Country Club Sub		\$7,100.60
460	Gloria J. Thesenvitz	2210 Riverview Drive	Grand Island	NE	68801		5	3	Country Club Sub		\$7,100.60
460	Gloria J. Thesenvitz						6	3	Country Club Sub		\$7,100.60
460	Steven R. Spearman	2204 S. August Street	Grand Island	NE	68801		1	6	Country Club Sub		\$7,100.60
460	David L. & June M. Prokesh	2203 S. August Street	Grand Island	NE	68801		1	4	Country Club Sub		\$7,100.60
460	Judy C. Pospisil	1703 Grand Avenue	Grand Island	NE	68801		7	6	Country Club Sub		\$7,100.60
460	Gordon E. & Doris M. Cox	1621 Grand Avenue	Grand Island	NE	68801		6	6	Country Club Sub		\$7,100.60
460	Betty L. Buddecke	1613 Grand Avenue	Grand Island	NE	68801		5	6	Country Club Sub		\$7,100.60
460	Paul E. & Connie L. Luther	1418 Rosemont Avenue	Grand Island	NE	68801		8	4	Country Club Sub		\$7,100.60
460	James M. & Edna J. Shelton	1605 Grand Avenue	Grand Island	NE	68801		3	6	Country Club Sub		\$7,100.60
460	James M. & Edna J. Shelton						4	6	Country Club Sub		\$7,100.60
460	Dorothy K. Moore	1513 Grand Avenue	Grand Island	NE	68801		2	6	Country Club Sub		\$7,100.60
460	Edwin L. & Becky L. Whipple	2204 Riverview Drive	Grand Island	NE	68801		4	3	Country Club Sub		\$7,100.60
460	Shawn & Tanya Clark	2202 Riverview Drive	Grand Island	NE	68801		3	3	Country Club Sub		\$7,100.60
460	LaVerne J. Webb	1708 Grand Avenue	Grand Island	NE	68801		2	3	Country Club Sub		\$7,100.60
460	Kimberly K. Fritz	1612 Grand Avenue	Grand Island	NE	68801		5	2	Country Club Sub		\$7,100.60
460	Kenneth E. & Marnell L. Van Hoosen	1604 Grand Avenue	Grand Island	NE	68801		4	2	Country Club Sub		\$7,100.60
460	Jimmy R. Vann, Jr.	1522 Grand Avenue	Grand Island	NE	68801		3	2	Country Club Sub		\$7,100.60

460	Duane D. & Courtney S. Fuller	1512 Grand Avenue	Grand Island	NE	68801	2	2	Country Club Sub	\$7,100.60	
460	Floyd J. & Elgene R. Rockwell	1504 Grand Avenue	Grand Island	NE	68801	1	2	Country Club Sub	\$7,100.60	
460	Clayton L. & Jeanette M. Hansen	2121 S. August Street	Grand Island	NE	68801	1	1	Country Club Sub	\$7,100.60	
460	Clayton L. & Jeanette M. Hansen					2	1	Country Club Sub	\$7,100.60	
460	Aaron C. Sasges	2120 William Street	Grand Island	NE	68801	2120 William Street	1	3	Country Club Sub	\$7,100.60
460	Dana L. Traudt	2121 William Street	Grand Island	NE	68801		6	2	Country Club Sub	\$7,100.60
									\$255,621.60	

W M Dist	Owner Name	Mailing Address	City	State	Zip	Legal Address	Lot	Block	Subdivision / Section	Legal	Assessment
461	Jimmy L. Johnson and Kathleen L. Rall	2104 S. August Street	Grand Island	NE	68801		81		Haggess' Sub		\$7,100.60
461	Dennis & Jeanette Santin	2104 S. Adams Street	Grand Island	NE	68801		69		Haggess' Sub		\$7,100.60
461	Scott M. & Angela Smith	1413 Hagge Avenue	Grand Island	NE	68801		77 PT	Frac.	Haggess' Sub	W 1/2 Lot 77, Haggess' Sub	\$7,100.60
461	Scott M. & Angela Smith						78		Haggess' Sub		
461	Luverne R. & Mary P. Voss	1409 Hagge Avenue	Grand Island	NE	68801		76		Haggess' Sub		\$7,100.60
461	Luverne R. & Mary P. Voss						77 PT	Frac.	Haggess' Sub	E1/2 Lot 77, Haggess' Sub	
461	Gerrod Havel and Brett Havel	1621 Hagge Avenue	Grand Island	NE	68801		88		Haggess' Sub		\$7,100.60
461	James D. & Lisa L. Anderson	1523 Hagge Avenue	Grand Island	NE	68801		84		Haggess' Sub		\$7,100.60
461	Carlos A. & Mirna M. Duran	1515 Hagge Avenue	Grand Island	NE	68801		83		Haggess' Sub		\$7,100.60
461	Rodney L. & Marcia A. Shada	1323 Hagge Avenue	Grand Island	NE	68801		74 PT	Frac.	Haggess' Sub	W 1/2 Lot 74, Haggess' Sub	\$7,100.60
461	Rodney L. & Marcia A. Shada						75		Haggess' Sub		
461	William M. & Cheryl G. Gordon	1319 Hagge Avenue	Grand Island	NE	68801		73		Haggess' Sub		\$7,100.60
461	William M. & Cheryl G. Gordon						74 PT	Frac.	Haggess' Sub	E 1/2 Lot 74, Haggess' Sub	
461	Gerald D. & Joyce L. Bryant	1313 Hagge Avenue	Grand Island	NE	68801		71		Haggess' Sub		\$7,100.60
461	Gerald D. & Joyce L. Bryant						72		Haggess' Sub		
461	Marvin L. & Pamela D. Andersen	1307 Hagge Avenue	Grand Island	NE	68801		70		Haggess' Sub		\$7,100.60
461	Kathleen E. Jensen	721 Hagge Ave.	Grand Island	NE	68801		67		Haggess' Sub		\$7,100.60
461	Janelle Brown	715 Hagge Avenue	Grand Island	NE	68801		65		Haggess' Sub		\$7,100.60
461	Janelle Brown						66		Haggess' Sub		
461	Donald D. Mehrling	3421 State Street, Plaza 4	Grand Island	NE	68803	703 Hagge Avenue	64		Haggess' Sub		\$7,100.60
461	Daniel J. & Lisa D. Ruzicka	621 Hagge Avenue	Grand Island	NE	68801		63		Haggess' Sub		\$7,100.60
461	Constance K. Swanson	615 Hagge Avenue	Grand Island	NE	68801		62		Haggess' Sub		\$7,100.60
461	Stephanie R. Williams	609 Hagge Avenue	Grand Island	NE	68801		61		Haggess' Sub		\$7,100.60
461	Pamela B. Haeussler	1616 Hagge Avenue	Grand Island	NE	68803		34		Haggess' Sub		\$7,100.60
461	Pamela B. Haeussler						33 PT	Frac.	Haggess' Sub	E 6' of Lot 33, Haggess' Sub	
461	Daniel T. & Kathy J. Boroff	1604 Hagge Avenue	Grand Island	NE	68801		35		Haggess' Sub		\$7,100.60
461	Daniel T. & Kathy J. Boroff						36		Haggess' Sub		
461	Mauro & Ubaldino Garcia	1522 Hagge Avenue	Grand Island	NE	68801		37		Haggess' Sub		\$7,100.60
461	Gregory S. O'Rourke	1518 Hagge Avenue	Grand Island	NE	68801		38		Haggess' Sub		\$7,100.60
461	Johnny P. & Peggy J. Pape	2405 Riverview Drive	Grand Island	NE	68801	1510 Hagge Avenue	39		Haggess' Sub		\$7,100.60
461	Kenneth P. & Robin G. Tesmer	1418 Hagge Avenue	Grand Island	NE	68801		41		Haggess' Sub		\$7,100.60
461	Larry L. & Louise A. Zimmerman	1322 Hagge Avenue	Grand Island	NE	68801		46		Haggess' Sub		\$7,100.60
461	Larry L. & Louise A. Zimmerman	1322 Hagge Avenue	Grand Island	NE	68801		47		Haggess' Sub		
461	Patrick C. & Alison M. Larson	1314 Hagge Avenue	Grand Island	NE	68801		48		Haggess' Sub		\$7,100.60

461	Patrick C. & Alison M. Larson					49	Haggess' Sub		
461	Daniel D. & Korinna J. Naranjo	1328 Hagge Avenue	Grand Island	NE	68801	45	Haggess' Sub		\$7,100.60
461	Norman P. & Elizabeth A. Harrison	712 Hagge Avenue	Grand Island	NE	68801	54	Haggess' Sub		\$7,100.60
461	Norman P. & Elizabeth A. Harrison					55 PT	Frac. Haggess' Sub	W 19' Lot 55, Haggess' Sub	
461	Shawn A. & Angela D. Wheeler	1414 Hagge Avenue	Grand Island	NE	68801	42	Haggess' Sub		\$7,100.60
461	Mary Ann Homan	704 Hagge Avenue	Grand Island	NE	68801	55 PT	Frac. Haggess' Sub	E 57' Lot 55, Haggess' Sub	\$7,100.60
461	Mary Ann Homan				68801	56 PT	Frac. Haggess' Sub	W 38' Lot 56, Haggess' Sub	
461	Nicholas J. Benes	1412 Hagge Avenue	Grand Island	NE	68801	43	Haggess' Sub		\$7,100.60
461	Todd A. & Kelsey M. Clyne	616 Hagge Avenue	Grand Island	NE	68801	56 PT	Frac. Haggess' Sub	E 38' Lot 56, Haggess' Sub	\$7,100.60
461	Todd A. & Kelsey M. Clyne					57	Haggess' Sub		
461	Loretta J. Broberg	1408 Hagge Avenue	Grand Island	NE	68801	44	Haggess' Sub		\$7,100.60
461	Douglas J. & Nanette P. Redman	5043 Raintree Circle	Parker	CO	80134-4551	2019 William Street	33 PT	Frac. Haggess' Sub	W 70' of Lot 33, Haggess' Sub
461	Todd M. & Lana K. McCain	2020 S. August Street	Grand Island	NE	68801	40	Haggess' Sub		\$7,100.60
461	Roma J. White	2017 S Adams Street	Grand Island	NE	68801	52	Haggess' Sub		\$7,100.60
461	Roma J. White					53	Haggess' Sub		
461	Michael L. McCarty	620 N. Diers Avenue, Ste 200	Grand Island	NE	68801	2020 S. Adams Street	50	Haggess' Sub	\$7,100.60
461	Michael L. McCarty				68801		51	Haggess' Sub	
461	Fox Construction, Inc.	80 Ponderosa Drive	Grand Island	NE	68803	610 Hagge Avenue	58	Haggess' Sub	\$7,100.60
461	Jared M. & Jean M. Loudy	1419 Hagge Avenue	Grand Island	NE	68801	79	Haggess' Sub		\$7,100.60
461	Brooke Trimble	1509 Hagge Avenue	Grand Island	NE	68801	82	Haggess' Sub		\$7,100.60
461	Michael P. & Susie L. Kully	1605 Hagge Avenue	Grand Island	NE	68801	85	Haggess' Sub		\$7,100.60
461	Michael P. & Susie L. Kully					86 PT	Frac. Haggess' Sub	E 1/2 Lot 86, Haggess' Sub	
461	Sharon R. Graves and Stephanie A. Curry	604 E. Sunnybrook Drive	Sioux Falls	SD	57105-7144	1615 Hagge Avenue	86 PT	Frac. Haggess' Sub	W 1/2 Lot 86, Haggess' Sub
461	Sharon R. Graves and Stephanie A. Curry				57105-7144		87	Haggess' Sub	
									\$291,124.60

RESOLUTION 2012-351

WHEREAS, the City Engineer/Interim Public Works Director for the City of Grand Island has issued a Certificate of Final Completion for Water Main District No. 457, located along Pioneer Blvd., approximately 2,627 linear feet; and Water Main District No. 459, located along Park Drive, approximately 2,809 linear feet; and Water Main District No. 460, located along Grand Avenue, Riverview Drive, and August Street, approximately 2,716 linear feet; and Water Main District No. 461, located in Hagge Avenue and William Street, certifying that all four districts were installed as a joint project by K2 Construction of Lincoln, Nebraska, under contract awarded December 16, 2011, has completed the project according to the terms, conditions, and stipulations for such improvements; and

WHEREAS, the Interim Public Works Director recommends the acceptance of all four districts; and

WHEREAS, the Mayor concurs with the Interim Public Works Director's recommendations.

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

1. The City Engineer/Interim Public Works Director's Certificates of Final Completion for Water Main Districts 457, 459, 460, and 461 are hereby confirmed.
2. The City Council will sit as a Board of Equalization on January 22, 2013, to determine benefits and set assessments for Water Main Districts 457, 459, 460, and 461.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, December 4, 2012.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
November 30, 2012	☐ City Attorney



City of Grand Island

Tuesday, December 4, 2012

Council Session

Item G6

#2012-352 - Approving Subordination Agreement for 515 E 1st Street

Staff Contact: Marco Floreani

Council Agenda Memo

From: Marco Floreani, Community Development

Council Meeting: December 4, 2012

Subject: Approving Subordination Agreement for 515 E. 1st Street

Item #'s: G-6

Presenter(s): Jaye Monter, Finance Director

Background

On February 19, 2009, Community Development Block Grant funds in the amount of \$25,000 were loaned to Hector R. Vasquez & Beatrice R. Vasquez, Borrowers, for housing rehabilitation assistance towards their home. The City of Grand Island has a Deed of Trust filed on property located at 515 E 1st Street. The lien is in the amount of \$25,000 with only \$16,868 remaining due to 10% (or \$2,500) being forgiven each year for ten years based on the Housing Rehabilitation Program loan terms. The program loan is a zero percent interest loan with 10% being forgiven each year and is due only when the homeowners sell the house. The legal description is:

Lot Two (2), in Block Ninety-Five (95), in the Original Town, now City of Grand Island, Hall County, Nebraska.

Discussion

The owner is refinancing for a better interest rate and lower payments. They are requesting permission from the City to subordinate to the new mortgage amount and accept second position. The owner is requesting a new mortgage in the amount of \$28,702 and Wells Fargo Bank, N.A. of Grand Island requests first position on the lien. The house will remain occupied and property taxes will continue to be paid. The equity in the property is in excess of the lien amounts held by both the City and the bank.

A new lien in the amount of \$28,702 with Wells Fargo Bank, N.A. would by law be junior in priority to the City's lien; however, Wells Fargo Bank, N.A., has asked the City to subordinate its Deed of Trust to the new Deed of Trust.

The property's assessed value of \$48,378 is sufficient to secure the mortgage of \$28,702 and the City's remaining note of \$16,868.

Alternatives

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

1. Approve the Subordination Agreement
2. Refer the issue to a Committee
3. Postpone the issue to a later date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council approves the Subordination Agreement with Wells Fargo Bank, N.A. placing the City in the junior position to the new Deed of Trust.

Sample Motion

Move to recommend approval of the Subordination Agreement with Wells Fargo Bank, N.A., placing the City in the junior position to the new Deed of Trust.

Subordination Request from Hector R. Vasquez & Beatrice R. Vasquez

The City Of Grand Island has a Deed of Trust filed on property at 515 E. 1st St. in the amount of \$25,000 with \$16,868 remaining due to 10% being forgiven each year for ten years. On February 19, 2009, Community Development Block Grant funds were loaned to the home owners for rehabilitation assistance towards their home in the Housing Rehabilitation Program. The address is 515 E. 1st St. The legal description is:

Lot Two (2), in Block Ninety-Five (95), in the Original Town, now City of Grand Island, Hall County, Nebraska

The owner is requesting permission from the City to subordinate to a new mortgage amount and accept second position to the first mortgage.

The owner is refinancing with the same bank for a better interest rate. By law, the new Deed of Trust would be junior in priority to the City's lien. However, the lender has asked the City to subordinate to the new Deed of Trust.

The assessed value of the property is \$48,378 and is sufficient to secure the new mortgage of \$28,702, and the City's remaining loan amount of \$16,868. The City's loan is a zero percent interest loan that is due only when the homeowners sell the house. Ten-percent (or \$2,500) is forgiven annually per the terms of the Housing Rehabilitation Program.

\$ 28,702	New lien
\$ 16,868	City's lien
\$ 45,570	First and second lien total
\$ 48,378	Assessed value

Previous house payment: \$456.54/mo.

New house payment: \$339.23/mo.

3.00% fixed interest rate for 15 yrs.

SUBORDINATION AGREEMENT

COMES NOW the City of Grand Island, Nebraska, secured party/beneficiary and hereby partially subordinates its trust deed/real estate lien recorded April 2, 2009 on the following described real estate:

Lot Two (2), in Block Ninety-Five (95), in the Original Town, now City of Grand Island, Hall County, Nebraska

It is the intent of this Agreement that the trust deed for the amount loaned by Wells Fargo Bank, N.A. of Grand Island to Hector R. Vasquez & Beatrice R. Vasquez (Borrowers) that is about to be filed, shall be superior to the trust deed/real estate lien of the City of Grand Island, its successors and assigns recorded April 2, 2009, up to the amount of \$28,702 plus interest and amounts advanced to protect the collateral. Thereafter, the City of Grand Island's lien shall have priority. It is further understood that this subordination shall include all current obligations, extensions, renewals, advances or modifications made by the City of Grand Island, Nebraska to Borrowers which is secured by the trust deed/real estate lien recorded April 2, 2009 as Document Number 0200902434 in the records of the Register of Deeds of Hall County, Nebraska. Nothing in this Subordination Agreement is intended as a promise to provide financing or make advances to Borrowers by the City of Grand Island, Nebraska and it is not the intention of the City of Grand Island, Nebraska to warrant or guarantee the obligations of Borrowers but merely to partially subordinate its lien interests under the instrument recorded at Document Number 0200902434. It is understood that Wells Fargo Bank, N.A. intends to lend funds to Borrower but that the subordinated amount is not to exceed \$28,702 plus interest and amounts advanced to protect the collateral.

Nothing in this instrument is intended to relieve Borrowers of their obligation to the City of Grand Island, Nebraska or to subordinate any other lien interests including, but not limited to, real estate taxes and special assessments.

Dated: _____ City of Grand Island, Nebraska

STATE OF NEBRASKA)
)ss.
COUNTY OF HALL)

By _____
Jay Vavricek, Mayor

The foregoing instrument was acknowledged before me on _____,
2012, by Jay Vavricek, Mayor of the City of Grand Island, Nebraska.

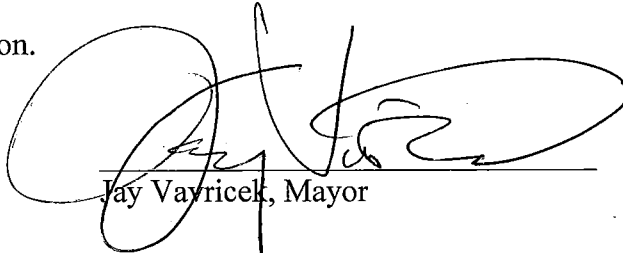
Notary Public

SUBSTITUTION OF TRUSTEE

Robert J. Sivick, attorney at law, is hereby appointed successor trustee under the trust deed executed by Hector R. Vasquez & Beatrice R. Vasquez as Trustors, in which the City of Grand Island is named Beneficiary and Wesley D. Nespor, Attorney, as Trustee, and filed for record April 2, 2009 and recorded as Instrument No. 0200902434 in the office of the Register of Deeds of Hall County, Nebraska. The trust property affected is legally described as follows:

Lot Two (2), in Block Ninety-Five (95), In the Original Town, now City Of Grand Island, Hall County, Nebraska.

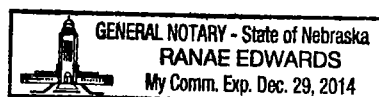
Beneficiary also requests subordination.

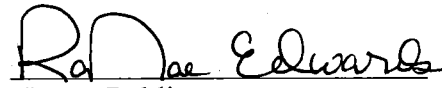

Jay Vavricek, Mayor

STATE OF NEBRASKA)
) ss.
COUNTY OF HALL)

On this 27th day of November, 2012, before me, the undersigned, a General Notary Public, duly commissioned and qualified, personally came Jay Vavricek, Mayor, and acknowledged the execution of this substitution to be his voluntary act and deed on behalf of the Beneficiary.

WITNESS my hand and notary seal the day and year last above written.




Notary Public

RESOLUTION 2012-352

WHEREAS, the City of Grand Island, is the lender and secured party of a Deed of Trust dated February 19, 2009 and recorded on April 2, 2009, as Instrument No.0200902434, in the amount of \$25,000.00, secured by property located at 515 E. 1st Street and owned by Hector R. Vasquez & Beatrice R. Vasquez, Borrowers, said property being described as follows:

Lot Two (2), in Block Ninety-Five (95), in the Original Town, now City of Grand Island, Hall County, Nebraska.

WHEREAS, Hector R. Vasquez & Beatrice R. Vasquez wish to execute a Deed of Trust and Note in the amount of \$28,702.00 with Wells Fargo Bank, N.A., to be secured by the above-described real estate conditioned upon the City subordinating its Deed of Trust to their lien priority;

WHEREAS, the value of the above-described real estate is sufficient to adequately secure both loans.

WHEREAS, the requested subordination of the City's lien priority is in the best interests of all parties.

WHEREAS, the City Attorney's office has reviewed and approved the proposed agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor is hereby authorized and directed to execute an agreement subordinating the lien priority of the above described Deeds of Trust from Hector R. Vasquez & Beatrice R. Vasquez, Borrowers, to the City of Grand Island, as beneficiary to that of the new loan and Deed of Trust of Wells Fargo Bank, N.A., Beneficiary, as more particularly set out in the subordination agreement.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, December 4, 2012.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
November 30, 2012	☐ City Attorney



City of Grand Island

Tuesday, December 4, 2012

Council Session

Item G7

#2012-353 - Approving Agreement for Negotiation Services for the US-30 Drainage Improvement Project

Staff Contact: Terry Brown, Interim Public Works Director

Council Agenda Memo

From: Scott Griepentstroh, Project Manager

Meeting: December 4, 2012

Subject: Approving Agreement for Negotiation Services for the US-30 Drainage Improvement Project

Item #'s: G-7

Presenter(s): Terry Brown, Interim Public Works Director

Background

All agreements must be approved by the City Council.

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

This project will receive Federal Funding through the Surface Transportation Program (STP). The Federal Highway Administration (FHWA) has agreed to participate on 77% of the construction costs, which STP funding would then be applied on an 80/20 basis. The actual funding split for construction costs will be 61.6% Federal Aid and 38.4% local funds. FHWA agreed to participate 100% on the costs for Preliminary Engineering, the National Environmental Policy Act (NEPA) clearance process, and costs for acquisition of temporary and permanent easements (80% Federal Aid and 20% Local Funds).

Nineteen temporary easements are required for installation of private water services in accordance with Grand Island City Code, for reconstruction of sidewalks ramps in accordance with the Americans with Disabilities Act and for construction of storm sewer pipe. A permanent easement is required at one location for storm sewer pipe.

The Responsible Charge for this project is qualified to develop appraisal documents and conduct negotiations for most of the easements that are being acquired due to their simplicity and estimated value.

Discussion

The law governing acquisition and relocation on federally assisted projects is Public Law 91-646; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, commonly called the Uniform Act. The procedures to comply with this Act are found in Section 49, Part 24 of the Code of Federal Regulations. On federally funded transportation projects requiring acquisition of right-of-way, Local Public Agencies are required to present to the Nebraska Department of Roads a Right-of-Way Certificate that certifies property was acquired in accordance with the Uniform Act. On September 25, 2012, the City Council approved entering into contract with a qualified Appraisal Firm to prepare "Compensation Estimates" for two tracts of identical ownership.

As per the *Right-of-Way Acquisition Guide for Local Public Agencies*, after formal property valuation documents are prepared and reviewed, property acquisition may begin.

For property acquisition services, the selection of the firm Midwest Right of Way Services, Inc. was made in accordance with the *Right-of-Way Acquisition Guide for Local Public Agencies*. The Negotiation Services Contract must be executed before property acquisition can begin. The basis of the final fee is as follows.

Acquisition Negotiation – 1 Owner at \$1,900.00 Each = \$1,900.00
TOTAL FEE = \$1,900.00

Approval of Environmental Documents was received in July, 2012. Approval of 90% Plans and acquisition of remaining easements are anticipated to be completed in the next two months. Construction of this project is anticipated to begin in 2013.

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 agreement with the Midwest Right of Way Services, Inc. for negotiation services for the US-30 Drainage Improvement project.

Sample Motion

Move to approve the agreement.

ACQUISITION SERVICES SPECIFICATIONS

A. PROJECT DESCRIPTION

The City of Grand Island will receive proposals for Acquisition Services for:

Project: URB-30-4(158)

CN: 40352A

Location: US-30 Drainage Improvement

The work required for this project is to negotiate for the acquisition of property needed by the City of Grand Island to construct this project. This includes meetings with the City of Grand Island, plan review, preparing status reports and submitting the necessary documents to the City of Grand Island for each right of way tract.

The work is also described in detail in this document and as noted in Appendix A and B.

All those providing proposals will record their fee required for each tract and the total fee for the project on Appendix B. In addition, also indicate the date you expect to be able to start and complete the requested services assuming Notice to Proceed is given on November 28, 2012. Further, Appendix B shall be signed and dated in the space provided.

B. CITY OF GRAND ISLAND TO PROVIDE

1. Provide the title searches.
2. Provide the construction plans and cross sections.
3. Provide the right of way plans.
4. Provide the Appraisal Project Report.
5. Provide Individual Tract Appraisals or Valuation Documents.
6. Provide Acquisition Brochures.
7. Provide Right of Way Contract forms.
8. Provide Deed forms.
9. Provide Permanent Easement Instrument forms.
10. Provide Rights Letter.
11. Provide Certificate of Negotiator.
12. Provide Lessee's Contract forms.
13. 1099 Forms.

C. APPLICABLE PUBLICATIONS

The Acquisition Consultant shall follow the criteria of the current applicable publications listed here:

1. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970.
2. Nebraska Department of Roads Right of Way Manual.

D. INITIAL MEETING AND PLAN REVIEW

The Acquisition Consultant shall meet with the City of Grand Island to review the plans and discuss the scope of work before beginning Acquisition activities.

E. TITLE RESEARCH

1. The Acquisition Consultant shall verify that the title information is correct and current at the appropriate county offices.

2. On total acquisition tracts, the Acquisition consultant will check for unpaid taxes, special assessments, etc.
3. The Acquisition Consultant will check with the owner about the status of the encumbrances shown and tactfully ascertain otherwise undisclosed liens, encumbrances, or other interests.
4. The Acquisition consultant shall provide to the City of Grand Island mortgage release information and copies of Deeds of Trust.

F. ACQUISITION

1. The Acquisition Consultant(s) shall be licensed by the Nebraska Real Estate Commission.
2. The Acquisition Consultant shall make every effort to understand the projects' objective, the valuation documents, and the project's impact on each property before meeting with individual property owners.
3. The Acquisition Consultant shall make every reasonable effort to acquire expeditiously the parcels listed herein.
4. The Acquisition Consultant shall make a prompt offer to acquire each parcel for the full amount which has been established and approved as just compensation for the acquisition.
5. Upon initiation of negotiations, the Acquisition Consultant shall provide the owner of real property to be acquired with a written statement of, and a summary of the basis for, the amount which has been established as just compensation for the proposed acquisition.
6. The Acquisition Consultant shall make all reasonable efforts to personally contact each owner or their designated representative, explain the acquisition, and offer in writing the approved estimate of just compensation. When all efforts to make personal contact have failed or in the event the property owner resides out of state, the owner may be contacted by certified or registered first class mail or other means appropriate to the situation.
7. At the first contact where the offer is discussed, the Acquisition Consultant shall give the owner the State's brochure describing the land acquisition process and the owner's rights, privileges and obligations.
8. A revised offer and summary statement of just compensation shall be provided the owner if the extent of the taking is revised or the approved estimate of just compensation is revised by the Review Appraiser.
9. The Acquisition Consultant shall maintain adequate records to include a certificate of negotiator and a call report for each parcel.
10. The call report shall contain at least the following:
 - the date and place of each contact
 - parties of interest contacted
 - offer made
 - report of the discussion with the owner
 - counter offer or reasons offer was not accepted
 - signature of the Agent and date signed by the Agent.
11. The Acquisition Consultant shall acquire the necessary property rights through amicable negotiations, which is defined as the process by which property is acquired through written or personal contact with the owner with the aim of reaching agreement on the terms of a voluntary transfer of such property.
12. If the Acquisition Consultant's negotiations do not succeed in obtaining the necessary property rights and condemnation is required, the Acquisition Consultant shall deliver the

tract files along with the updated title information, call reports, Basic Information Sheet and completed Certificate of negotiator to the City of Grand Island.

G. REPORTS

The Acquisition Consultant shall submit a weekly status report explaining the status of each tract and including any remarks which may need to be addressed.

H. NEGOTIATIONS

1. For this agreement, the Acquisition Consultant shall assume that approximately two (2) tracts will need to be acquired.
2. All tracts will be acquired by the Acquisition Consultant, including those tracts with owners living out of the State of Nebraska.
3. Tracts with identical ownerships are considered one tract for negotiation and payment purposes.
4. The Acquisition Consultant is required to obtain all necessary signatures to complete the transaction, including tenant releases.
5. All tenants may not have been identified at the start of the assignment. The Acquisition Consultant is required to identify any additional tenants and to obtain their releases without further compensation.
6. Each advertising sign is considered as a separate tract for negotiation purposes.

I. DELIVERABLES

The Acquisition Consultant shall submit the proper documents, as identified earlier, for each tract upon completion of negotiation and acquisition of each tract. These documents are:

1. Properly executed right of way and easement contracts.
2. Deeds.
3. Call Reports.
4. 1099 Forms.
5. Completed Certificate of Negotiator.
6. Buyer's copy of the valuation document.
7. Basic Information Sheet.

J. COMPLETION

The Acquisition Consultant's work under this agreement will be considered done upon the submittal of the last tract documents that the Acquisition Consultant is responsible for and, that the City of Grand Island agrees that all tracts and documents for the project are done or accounted for and that the Acquisition Consultant's work is satisfactory.

APPENDIX "A"

NONDISCRIMINATION CLAUSES

During the performance of this contract, the Acquisition Consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "Acquisition Consultant"), agrees as follows:

Compliance with Regulations: The Acquisition Consultant will comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Parts 21 and 27, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

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

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

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

Sanctions for Noncompliance: In the event of the Acquisition Consultant's noncompliance with the nondiscrimination provisions of this contract, the City of Grand Island shall impose such contract sanctions as it may determine to be appropriate, including but not limited to,

- (a) withholding of payments to the Acquisition Consultant under the contract until the Acquisition Consultant complies, and/or
- (b) cancellation, termination or suspension of the contract, in whole or in part.

Incorporation of Provisions: The Acquisition Consultant will include the provisions of paragraph (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Acquisition Consultant will take such action with respect to any subcontract or procurement as the City of Grand Island may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a Acquisition Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Acquisition Consultant may

request the City of Grand Island to enter into such litigation to protect the interests of the City of Grand Island.

MINORITY BUSINESS ENTERPRISES

Policy

The Acquisition Consultant and City of Grand Island agree to ensure that minority business enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the minority business requirements of 49 CFR Part 23 are hereby made a part of and incorporated by this reference into this agreement.

Minority Business Enterprises Obligation

The Acquisition Consultant and City of Grand Island agree to ensure that minority business enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, the Acquisition Consultant shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. The Acquisition Consultant shall not discriminate on the basis of disability; race, color, sex, religion or national origin, in the performance of FHWA assisted contracts.

Failure of the Acquisition Consultant to carry out the requirements set forth above shall constitute breach of contract and, after the notification of the FHWA, may result in termination of the agreement or contract by the City of Grand Island or such remedy as the City of Grand Island deems appropriate.

DRUG-FREE WORKPLACE POLICY

The Acquisition Consultant shall have, on file with the City of Grand Island, an acceptable drug-free workplace policy.

APPENDIX B

LIST OF TRACTS TO BE ACQUIRED

TRACT NUMBER	TYPE OF VALUATION DOCUMENT	FEE
19 Perm and Temp Easement	Compensation Estimate	\$ 950.00
20 Temp Easement	Compensation Estimate	\$ 950.00
TOTAL FEE		\$ 1900.00

Full Day County Court Fee	\$1,200.00	Half Day County Court Fee	\$860.00
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Start Date _____

Completion Date: _____

Submitted by: _____

Please Print

Please Sign

Address: _____
Midwest Right of Way Services, Inc.
13425 "A" Street
Omaha, NE 68144

ACQUISITION SERVICES CONTRACT

This agreement, entered into this _____ day of _____, 2012, by the City of Grand Island, (herein called "Local Public Agency") and Midwest Right of Way Services, Inc., (herein called "Acquisition Consultant") agrees:

In return for the total fee of \$1900.00, as itemized in Appendix B, it is agreed that the Acquisition Consultant shall negotiate on behalf of the Local Public Agency with the owners of each tract identified for the acquisition of certain property rights in accordance with the Acquisition Services Specifications, of which a copy is attached and made a part of this contract. The acquisition of these certain property rights will be used in connection with:

Project: URB-30-4(158)
C. N.: 40352A
Location: US-30 Drainage Improvement, Grand Island, NE

An additional fee will be negotiated with the Acquisition Consultant for each additional parcel added to this contract.

The fee for supplemental or revised tracts, which result in new or revised acquisition documents, as a result of changes in the taking caused by the Local Public Agency, will be negotiated with the Acquisition Consultant.

A billing statement for completed negotiations with a tract may be submitted to the Local Public Agency at the time the Acquisition Consultant submits the Deliverables noted in paragraph I of the Acquisition Services Specifications. Payment of eighty percent (80%) of the total fee will be paid at that time. The balance of the total fee will be paid within ninety (90) days, providing the documents are found to be acceptable and in accordance with the contract upon Local Public Agency review. In the event the documents are found unacceptable by reason of noncompliance with the terms of this contract, the final payment shall be withheld until such documents have been revised or supplemented, without additional cost to the Local Public Agency, and found acceptable.

In the event a dispute arises concerning a question or fact in connection with the work not specifically covered or referenced by any other terms of this contract, the Local Public Agency's management will determine the final position. Where no agreement can be reached, this contract shall be terminated.

The contract may also be terminated when, in the opinion of the Local Public Agency, the Acquisition Consultant's services are unsatisfactory, or because of the Acquisition Consultant's failure to prosecute the work with due diligence, or within the time limits specified in this agreement, or because of the Acquisition Consultant's disability or death. The Local Public Agency may terminate the services of the Acquisition Consultant by giving five (5) days written notice. In such an event, the work, which has been completed, when the notice of termination is given by the Local Public Agency, becomes the property of the Local Public Agency. The Local Public Agency's management shall arbitrate settlement for the completed work.

The Acquisition Consultant, as a condition of the above lump fee, agrees to attend necessary meetings and conferences with representatives of the Local Public Agency, the Nebraska Department of Roads and the United States Federal Highway Administration to discuss the various aspects and phases of the work required by this contract. However, it is agreed that additional payment for conferences with Local Public Agency attorneys for testimony in court or witness fees for appearance in court shall be \$860.00 for each half day or portion thereof, or \$1200.00 per day for any part of a day exceeding a half day.

All expenses incurred by the Acquisition Consultant are considered to be their liability and are not to become an expense to the Local Public Agency except as provided for in this agreement.

The Acquisition Consultant agrees to complete the requirements noted in the Acquisition Services Specifications on or before _____. The Local Public Agency assumes no liability for work performed or costs incurred prior to the beginning date or subsequent to the contract completion date. Supplemental or revised acquisition documents caused by the Local Public Agency's actions will be cause to change this to a later date only by mutual written agreement between the parties to this contract. It is further agreed by the Acquisition Consultant that they will furnish the Local Public Agency a written progress report of the work accomplished on the Project as requested.

A penalty of \$1.00 per normal working day will be assessed against and deducted from the agreed-upon Fee, as per this contract, for each normal working day that the completed assignment is overdue. A normal working day is defined as Monday through Friday. Any extension beyond the agreed-upon completion date of _____ will be only by mutual written agreement between the parties of this contract.

The Acquisition Consultant warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the Acquisition Consultant, to solicit or secure this contract, and that they have not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Acquisition Consultant, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the Local Public Agency shall have the right to annul this contract without liability.

If the Acquisition Consultant discovers or is informed by the Local Public Agency of the existence of any possible conflict of interest on the part of the Acquisition Consultant, the Acquisition Consultant shall immediately cease all activity in connection with such services, and promptly notify the Local Public Agency, in writing, of all relevant facts and circumstances pertaining to such conflict, so the Local Public Agency may take such action as it deems appropriate, including but not limited to, the exclusion of any tract or tracts involved from this agreement.

The acquisition documents are agreed to be confidential between the parties hereto, and a breach of such confidence shall be considered material breach of this contract unless the disclosure of the contents of the report shall be in response to a subpoena or other lawful court order.

It is the intention of the parties that the valuation documents and services contracted for are the personal services of the Acquisition Consultant as named. Subletting or transferring the work contracted for in this agreement is expressly prohibited and failure to comply shall be deemed a material breach of the contract.

The Acquisition Consultant agrees to abide by the provisions of the Nebraska Fair Employment Practice Act as provided by Nebraska Revised Statute, Section 48-1101 through 48-1126 (Reissue 1988), and all regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49 CFR, Parts 21 and 27, the Minority Business Enterprises Policy and the Drug-Free Workplace Policy as set forth in Appendix "A" attached hereto and hereby made a part of this agreement.

Any notice provided for or concerning this agreement shall be in writing and shall be deemed sufficiently given when sent by mail if sent to the respective address of each party.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their proper officials thereunto duly authorized as of the dates below indicated.

EXECUTED by the Acquisition Consultant this ____ day of _____, 2012.

Witness

Acquisition Consultant

EXECUTED by ____ day of _____, 2012.

**Local Public Agency
City of Grand Island**

APPROVED:

Authorized Signature

RESOLUTION 2012-353

WHEREAS, the City of Grand Island, in accordance with the Right-of-Way Acquisition Guide for Local Public Agencies, has negotiated property acquisition services with Midwest Right of Way Services, Inc. for the US 30 Drainage Improvement Project; and

WHEREAS, such services include Acquisition Negotiation of \$1,900.00 for one (1) property, with the possibility of half day (\$860) and daily (\$1,200) rates being applied, per contract, should attendance at meetings pertaining to this project become necessary.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the agreement between the City of Grand Island and Midwest Right of Way Services, Inc. for acquisition negotiation services in connection with the US 30 Drainage Improvement Project is hereby approved.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, December 4, 2012.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
November 30, 2012	☐ City Attorney



City of Grand Island

Tuesday, December 4, 2012

Council Session

Item I1

**#2012-354 - Approving Power Transaction Authorization Policy
with the Southwest Power Pool (SPP)**

Staff Contact: Tim Luchsinger, Utilities Director

Council Agenda Memo

From: Timothy Luchsinger, Utilities Director

Meeting: December 4, 2012

Subject: Approving Power Transaction Authorization Policy

Item #'s: I-1

Presenter(s): Timothy Luchsinger, Utilities Director

Background

Prior to 2009, Nebraska utilities conducted power purchases and sales with each other via bilateral transactions. Bilateral transactions are simply two utilities agreeing on a quantity and price. In 2009, all large Nebraska utilities including Nebraska Public Power District, Omaha Public Power District and Lincoln Electric Systems officially joined Southwest Power Pool (SPP). SPP is a Regional Transmission Operator that, among other things provides a real-time energy market that allows participants to buy and sell power directly into the market and avoid the interaction with multiple companies that come with bilateral transactions. Bilateral transactions still continue and this is the only way that Grand Island currently buys and sells power with other companies.

In 2014, SPP plans to deploy a new market called the Integrated Market. This market increases in complexity and requires utilities to provide next day forecasting and pricing information in an effort to utilize the lowest cost energy for load. It will also have a real-time energy market for correcting imbalances from the day-ahead market. With the onset of the integrated market, bilateral transactions will most likely be phased out entirely, and SPP will serve Grand Island's load requirements and dispatch its generating units as required to provide for the system's demand.

Discussion

The traditional bilateral transactions were normally short-term purchases to supplement load requirements or allow sales of excess generation, and often resulted in a relatively minimal net monetary exchange. With the coming Integrated Market, the daily generation and load transactions will actually be considered separately by SPP, which will result in significant financial obligations on a transaction basis. In order to conduct these transactions, SPP requires a copy of those authorized to conduct a transaction and the financial limit of that authorization. As these transactions were historically done as part

of long working relationships between publicly owned utilities as a mutual benefit to keep the lights on, the Department has not had a formal policy. To comply with SPP requirements, and as a matter of good business practice, the Department staff has developed the attached recommendations for authorized positions term of transaction and financial limits. It is based on cases that City load requirements must be met upon the purchase of power from outside sources either because of the loss of generating sources or because of possible transaction billing methods by SPP. These cases are intended to reflect the normal operations of ensuring power that is available to the City up to a month. Longer term situations or transaction opportunities above these limits would require Council authorization. This would include a catastrophic failure of a generating unit or a long term transaction agreement with another utility.

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 authorize the Utilities Department Power Transaction Authorization Policy.

Sample Motion

Move to authorize the Utilities Department Power Transaction Authorization Policy.

City of Grand Island Utilities Department

Power Transaction Authorization Policy

Operational Policies and Guidelines

In order to conduct normal operational requirements of the City of Grand Island electric system, power supply transactions and associated financial commitments must be performed by Utilities Department staff with the Regional Transmission Operator and associated electric utilities. The following transaction limits are established to allow the normal business of the electric system activities.

Utilities Staff Position	Transaction Term	Transaction Limit
Dispatcher	Up to 1 day	Up to \$165,000
Sr. Dispatcher or Sr. Engineer	Up to 3 days	Up to \$450,000
Asst. Utilities Director - Transmission	Up to 7 days	Up to \$1,250,000
Utilities Director	Up to 30 days	Up to \$4,500,000

Approval for all transactions greater than the above financial limits or durations shall require City Council approval.

Effective: December 5, 2012

RESOLUTION 2012-354

WHEREAS, with the upcoming Integrated Market, daily generation and load transactions will be considered separately by the Southwest Power Pool (SPP), which will result in significant financial obligations on a transaction basis; and

WHEREAS, in order to conduct these transactions, SPP requires a copy of those authorized to conduct a transaction and the financial limit of that authorization; and

WHEREAS, Utilities Department Staff developed recommendations for authorized positions' term of transaction and financial limits based on cases that City load requirements must be met upon the purchase of power from outside sources either because the loss of generating sources or because of possible transaction billing methods by SPP; and

WHEREAS, in order to conduct normal operational requirements of the City of Grand Island electric system, power supply transactions and associated financial commitments must be performed by Utilities Department staff with the Regional Transmission Operator and associated electric utilities; and

WHEREAS, these cases are intended to reflect the normal operations of ensuring power is available to the City up to a month; and

WHEREAS, approval for all transactions greater than the above financial limits or durations shall require City Council approval.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Utilities Department Power Transaction Authorization Policy dated December 5, 2012 is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, December 4, 2012.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
November 30, 2012	☐ City Attorney