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# City of Grand Island



**Tuesday, April 26, 2016**  
**Council Session Packet**

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**City Council:**

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

**Mayor:**

**Jeremy L. Jensen**

**City Administrator:**

**Marlan Ferguson**

**City Clerk:**

**RaNae Edwards**

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

### **Call to Order**

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

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

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**Invocation - Pastor Scott Jones, Third City Christian Church, 4100 West 13th Street**

**Pledge of Allegiance**

**Roll Call**

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### **A - SUBMITTAL OF REQUESTS FOR FUTURE ITEMS**

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

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### **B - RESERVE TIME TO SPEAK ON AGENDA ITEMS**

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



# City of Grand Island

Tuesday, April 26, 2016

Council Session

## Item D-1

**#2016-BE-3 - Consideration of Determining Benefits for Sanitary Sewer District No. 535T, Extension of Sanitary Sewer to Serve Part Lot 1; Voss Subdivision, Lots 1 & 2 Windolph's Subdivision, and Part NW ¼ of Section 14-11-9**

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

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

# Council Agenda Memo

**From:** Terry Brown PE, Assistant Public Works Director

**Meeting:** April 26, 2016

**Subject:** Consideration of Determining Benefits for Sanitary Sewer District No. 535T, Extension of Sanitary Sewer to Serve Part Lot 1, Voss Subdivision; Lots 1 & 2 Windolph's Subdivision, and Part NW ¼ of Section 14, Township 11 North, Range 9 West, Hall County, Nebraska

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

## Background

The Certificate of Final Completion for Sanitary Sewer District No. 535T was approved on March 8, 2016 with April 12, 2016 set as the date for Council to sit as the Board of Equalization. Due to legal description concerns with affected properties this item was pulled from the April 12, 2016 council meeting to allow sufficient time to ensure all documents are correct and legal for filing with Hall County Register of Deeds.

All work has been completed and special fees have been calculated for the tap district.

## Discussion

Sanitary Sewer District No. 535T was created by City Council on September 9, 2014 through Ordinance No. 9502 to support a developed area on Seedling Mile Road. An eight (8.0) inch gravity sanitary sewer main and appurtenances thereto along Seedling Mile Road from Voss Road; west to Seedling Mile Access Road was constructed to serve abutting properties in conjunction with a much larger (54") sanitary sewer interceptor main routed thru the area.

Work on the tap district was completed at a construction price of \$102,134.30. Costs for the district break down as follows:

	Quantity	Unit	Unit Cost	Total Cost
8" Sanitary Sewer Line	668.00	LF	\$ 50.00	\$ 33,400.00
4" Sanitary Sewer Service	423.00	LF	\$ 50.00	\$ 21,150.00
Sanitary Sewer Service Connection	13.00	EA	\$ 1,900.00	\$ 24,700.00

48" Diameter Manhole	3.00	EA	\$ 7,500.00	\$ 22,500.00
48" Diameter Manhole Additional Depth	1.22	VF	\$ 315.00	\$ 384.30
<b>TOTAL SANITARY SEWER DISTRICT NO. 535T COST</b>				<b>\$ 102,134.30</b>

Due to North Interceptor Phase I construction, the existing connections to manholes (via private sanitary sewer agreements) in the previous main line in Seedling Mile Road needed to be re-established into a new 8 inch service line. The creation of a new 8 inch service line provided tap locations to each lot in the area. Sanitary Sewer District No. 535T was created and combined with North Interceptor Phase I; Project 2012-S-6 for bid and construction. A map of the district is attached for reference.

That cost is apportioned to each of the properties within the district based upon equal division of lots served to determine the connection fee. Properties that have already made connection to the sanitary sewer main prior to installation of the new main will be given credit towards their tap fee calculation from their pre-existing sanitary sewer agreement. Connection fees will be collected prior to the properties being connected to City sanitary sewer service. Unlike an assessment district which allows for payments to be spread over a 10 year period at 7% simple interest with the first payment of principle only due 10 days after the ordinance is filed, the tap fees are not due until such time the property owner chooses to connect to the City sanitary sewer main and is due in full at that time.

Property Owner	Address	Previous Fees Paid
Jay L & Julie Hehnke	2505 E Seedling Mile Rd	\$292.67
Luis A Gonzalez	2522 E Seedling Mile Rd	\$231.00
Kristine L Colclasure	2502 E Seedling Mile Rd	\$315.00
Craig L Paro	2440 E Seedling Mile Rd	\$225.00
Total Previous Fees Paid		\$1,063.67

The allocation for District 535T was completed at a construction price of \$102,134.30, with existing agreement credits of \$1,063.73, for a revised tap fee total of \$101,070.57.

### **Alternatives**

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

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

## **Recommendation**

Public Works Administration recommends that the Council sit as the Board of Equalization to determine benefits and pass an Ordinance to levy a Special Tap Fee to individual properties.

## **Sample Motion**

(Sample Motion for the Board of Equalization)

Move to approve the resolution determining benefits for Sanitary Sewer District No. 535T.

(Sample Motion for the Resolution)

Move to approve the Resolution levying the tap fees for Sanitary Sewer District No. 535T.

RESOLUTION NO. 2016-BE-3

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the special benefits as determined by Resolution No. 2016-BE-3 shall not be levied as special assessments but shall be certified by this resolution to the Register of Deeds, Hall County, Nebraska, pursuant to Section 16-6,103 R.R.S. 1943. A connection fee in the amount of the benefit identified below accruing to each property in the district shall be paid to the City of Grand Island at time such property becomes connected to the sanitary sewer main. No property benefited as determined by this resolution shall be connected to the sanitary sewer main until the connection fee is paid. The connection fees collected shall be paid into the fund from which construction costs were made to replenish such fund for the construction costs.

According to the front foot and area of the respective lots, tracts, and real estate within such Sanitary Sewer District No. 535T, such benefits are the sums set opposite the descriptions as follows:

Parcel No.	Owner	Legal Description	Connection Fee
400140624	Jay L & Julie Hehnke	The North Two Hundred Eleven (211) feet of the West One-Third (W 1/3) of Lot One (1), Windolph's Subdivision of a part of the West Half of the Northeast Quarter (W 1/2 NE 1/4) and part of the East Half of the Northwest Quarter (E 1/2 NW 1/4) of Section Fourteen (14), in Township Eleven (11) North, Range Nine (9) West, of the 6 <sup>th</sup> P.M., Hall County, Nebraska and that part of vacated Lueth Drive more particularly described in Ordinance No. 9244 recorded as Document No. 200909314.	\$7,563.81
400140616	Horacio D Vazquez	All of the West One Third (W 1/3) of Lot One (1), excepting the North Two Hundred Eleven (211) Feet Thereof in Windolph's Subdivision of a part of the West Half of the Northeast Quarter and a part of the East Half of the Northwest Quarter (E 1/2 NW 1/4) of Section Fourteen (14), in Township Eleven (11) North, Range Nine (9), West of the 6 <sup>th</sup> P.M., Hall County, Nebraska	\$7,856.48

Approved as to Form    ☐ \_\_\_\_\_  
 April 22, 2016            ☐ City Attorney

RESOLUTION NO. 2016-BE-3 (Cont.)

400140594	Horacio D Vazquez	<p>The center 1/3 of Lot One (1), of Windolph's Subdivision of part of the West Half of the Northeast Quarter (W ½ NE ¼) and a part of the East Half of the Northwest Quarter (E ½ NW ¼) of Section Fourteen (14), Township Eleven (11) North, Range Nine (9), West of the 6<sup>th</sup> P.M., in Hall County, Nebraska, more particularly described as follows: Commencing at the Northeast corner of said Lot One (1); running thence West of the North line of said Lot One (1), a distance of Eighty Three and Seventy One Hundredths (83.71) feet to the actual point of beginning; thence running South parallel with the East line of said Lot One (1), a distance of Nine Hundred Seven and Five Tenths (907.5) feet; running thence West parallel with the North line of said Lot One (1), a distance of Eighty Three and Seventy One Hundredths (83.71) feet (said distance being the center 1/3 of said Lot at this point); thence running North parallel with the West line of said Lot One (1), a distance of Nine Hundred Seven and Five Tenths (907.5) feet to the North line of said Lot One (1), a distance of Nine Hundred Seven and Five Tenths (907.5) feet to the North line of said Lot One (1), Eighty Three and Seventy One Hundredths (83.71) feet East of the Northwest corner of said Lot One (1); running East on the North line of said Lot One (1), a distance of Eighty Three and Seventy One Hundredths (83.71) feet to the point of beginning.</p>	\$7,856.48
400140608	Sebastian Alvarez Perez Olivia Margarita Tzun Vicente	<p>The East One Third (E 1/3) of Lot One (1) of Windolph's Subdivision of part of the West Half of the Northeast Quarter (W ½ NE ¼) of Section Fourteen(14), Township Eleven (11) North, Range Nine (9), West of the 6<sup>th</sup> P.M., Hall County, Nebraska.</p>	\$7,856.48
400140632	James Richard Schleicher	<p>That part of Lot Two (2) of Windolph's Subdivision of a part of the West Half of the Northeast Quarter (W ½ NE ¼) and part of the East Half of the Northwest Quarter (E ½ NW ¼) of Section Fourteen (14), Township Eleven (11) North, Range Nine (9), West of the 6<sup>th</sup> P.M., Hall County, Nebraska, beginning at the Northwest corner of Lot Two (2) of Windolph's Subdivision; thence Easterly along the North line of said Lot Two (2), a distance of One Hundred Twenty Five and Six Tenths (125.6) feet to a point; thence Southerly along a line parallel to the West line of said Lot Two (2), a distance of Two Hundred (200.0) feet to a point; thence Westerly along a line parallel to the North line of said Lot Two (2) a distance of One Hundred Twenty Five and Six Tenths (125.6) feet to a point on the West line of said Lot Two (2); thence Northerly along the West line of said Lot Two (2) a distance of Two Hundred (200.0) feet to the point of beginning.</p>	\$7,856.48
400104997	Luis A Gonzalez Ana R Ortiz	<p>A tract of land comprising a Part of Lot One (1), Voss Subdivision, City of Grand Island, Hall County, Nebraska and more particularly described as follows: Beginning at a point on the South line of said Lot One (1), said point being Three Hundred Five and One Tenth (305.1) feet West of the Southeast corner of said Lot One (1), thence running Northerly parallel to the east line of said Lot One (1), a distance of Two Hundred Ten (210.0) feet; thence running</p>	\$7,625.48



RESOLUTION NO. 2016-BE-3 (Cont.)

		Westerly parallel to the South line of said Lot One (1) a distance of Sixty Six (66.0) feet; thence running Southerly parallel to the East line of said Lot One (1) a distance of Two Hundred Ten (210.0) feet to a point on the South line of said Lot One (1); thence running easterly along the South line of said Lot One (1) a distance of Sixty Six (66.0) feet to the point of beginning.	
400105020	Michael A Kraft	A tract of land comprising a part of Lot One (1), Voss Subdivision to the City of Grand Island, Hall County, Nebraska, more particularly described as follows: Beginning at a point on the South line of said Lot One (1), said point being Four Hundred Three and One Tenth (403.1) feet West of the Southeast corner of said Lot One (1); thence Northerly parallel to the East line of said Lot One (1), a distance of One Hundred Eighty Three and Nine Tenths (183.9) feet; thence Westerly parallel to the South line of said Lot One (1) a distance of Sixty Six (66.0) feet; thence Southerly parallel to the East line of said Lot One (1), a distance of One Hundred Eighty Three and Nine Tenths (183.9) feet to the South line of said Lot One (1); thence Easterly along the South line of said Lot One (1) a distance of Sixty Six (66.0) feet to the point of beginning.	\$7,856.48
400105012	Harold G Zimmerman, Jr. Corina Zimmerman	A tract of land comprising a part of Lot One (1), Voss Subdivision of the South Half (S ½) of Section Eleven (11), Township Eleven (11) North, Range Nine (9), West of the 6 <sup>th</sup> P.M., in the City of Grand Island, Hall County, Nebraska, more particularly described as follows: Beginning at the Southwest corner of said Lot One (1), Voss Subdivision, said point also being the Southwest corner of the Southeast Quarter of the Southwest Quarter (SE ¼ SW ¼); thence running Easterly along the South line of the Southeast Quarter of the Southwest Quarter (SE ¼ SW ¼), a distance of Four Hundred Seventeen and Sixty Four Hundredths (417.64) feet, to the actual point of beginning; thence deflecting left 90°29'49" and running Northerly a distance of One Hundred Eighty Three and Seventy Four Hundredths (183.74) feet; thence deflecting right 90°24'58" and running Easterly a distance of One Hundred Thirty Two and Seven Tenths (132.7) feet; thence deflecting right 89°35'02" and running Southerly a distance of One Hundred Eighty Three and Eighty Six Hundredths (183.86) feet to a point in the South line of said Southeast Quarter of the Southwest Quarter (SE ¼ SW ¼); thence deflecting right 90°29'49" and running Westerly along the South line of said Southeast Quarter of the Southwest Quarter (SE ¼ SW ¼), a distance of One Hundred Thirty Two and Sixty Eight Hundredths (132.68) feet, to the actual point of beginning.	\$7,856.48
400105004	Kristine L Colclasure	A part of Lot One (1), of Voss Subdivision of part of the South Half (S ½) of Section Eleven (11), Township Eleven (11) North, Range Nine (9), West of the 6 <sup>th</sup> P.M., Hall County, Nebraska, more particularly described as follows: Beginning at the Southwest corner of the Southeast Quarter of the Southwest Quarter (SE ¼ SW ¼) of said Section Eleven (11), running thence Easterly along and upon the	\$7,541.48

RESOLUTION NO. 2016-BE-3 (Cont.)

		<p>South line of said Southeast Quarter of the Southwest Quarter (SE ¼ SW ¼) of said Section Eleven (11), a distance of Two Hundred Seventy-Seven and Five Tenths (277.5) feet; thence Northerly and parallel to the Westerly line of said Southeast Quarter of the Southwest Quarter (SE ¼ SW ¼) of said Section Eleven (11), a distance of Thirty-Three (33.0) feet; thence continuing Northerly a distance of One Hundred Fifty and Nine Tenths (150.9) feet; thence Easterly and parallel to the Southerly line of said Southeast Quarter of the Southwest Quarter (SE ¼ SW ¼) of Section Eleven (11), a distance of Fifty (50.0) feet to the point of beginning; thence continuing Easterly a distance of Ninety (90.0) feet; thence Southerly parallel to the Westerly line of said Southeast Quarter of the Southwest Quarter (SE ¼ SW ¼) of said Section Eleven (11), a distance of One Hundred Fifty and Nine Tenths (150.9) feet; thence Westerly parallel and Thirty Three (33.0) feet Northerly from the Southerly line of the Southeast Quarter of the Southwest Quarter (SE ¼ SW ¼) of said Section Eleven (11), a distance of Ninety (90.0) feet; thence Northerly and parallel to the Westerly line of said Southeast Quarter of the Southwest Quarter (SE ¼ SW ¼) of said Section Eleven (11), a distance of One Hundred Fifty and Nine Tenths (150.9) feet to the point of beginning.</p>	
<p>400146045</p>	<p>Michelle M Morganflash Donald D Osborn</p>	<p>A tract of land comprising part of the East Half of the Northwest Quarter (E ½ NW ¼) of Section Fourteen (14), Township Eleven (11) North, Range Nine (9), West of the 6<sup>th</sup> P.M., in the City of Grand Island, Hall County, Nebraska, more particularly described as follows: Beginning at the northwest corner of said East Half of the Northwest Quarter (E ½ NW ¼); thence running Easterly along the North line of said East Half of the Northwest Quarter (E ½ NW ¼) on an Assumed Bearing of S 89°28'02"E, a distance of Three Hundred Twenty Seven and Fifty Nine Hundredths (327.59) feet, to the Northwest corner of Windolph's Subdivision; thence running S 00°08'46"W, along the west line of Windolph's Subdivision, a distance of One Thousand Three Hundred Seventeen and Ninety Seven Hundredths (1317.97) feet to a point on the South line of the Northeast Quarter of the Northwest Quarter (NE ¼ NW ¼); thence running N 89°30'49"W along the South line of said Northeast Quarter of the Northwest Quarter (NE ¼ NW ¼), a distance of Three Hundred Thirty and Twenty Seven Hundredths (330.27) feet, to the Southwest corner of said Northeast Quarter of the Northwest Quarter (NE ¼ NW ¼); thence running N 00°15'45"E, along the west line of the East Half of the Northwest Quarter (E ½ NW ¼), a distance of One Thousand Three Hundred Eighteen and Twenty Five Hundredths (1318.25) feet to the Point of Beginning; AND Half (½) of vacated Lueth Drive abutting said property to the East as shown in Ordinance No. 9244 recorded November 25, 2009 as Instrument No. 200909314. AND A tract of land comprising part of the West Half of the Northwest Quarter (W ½ NW ¼) of Section Fourteen (14),</p>	<p>\$7,856.48</p>

RESOLUTION NO. 2016-BE-3 (Cont.)

		<p>Township Eleven (11) North, Range Nine (9), West of the 6<sup>th</sup> P.M., in the City of Grand Island, Hall County, Nebraska, more particularly described as follows:                  Beginning at the Northeast corner of said West Half of the Northwest Quarter (W ½ NW ¼); thence running Southerly along the East line of said West Half of the Northwest Quarter (W ½ NW ¼) on an Assumed Bearing of S 00°15'45"W, a distance of One Thousand Three Hundred Eighteen and Twenty Eight Hundredths (1318.28) feet to the Southeast corner of the Northwest Quarter of the Northwest Quarter (NW ¼ NW ¼); thence running N 89°30'49"W, along the South line of said Northwest Quarter of the Northwest Quarter (NW ¼ NW ¼), a distance of Ten and Fifty Five Hundredths (10.55) feet; thence running N 03°14'46"W a distance of Thirty Three and Forty Two Hundredths (33.42) feet; thence running N 03°02'46"E a distance of Sixty Four and Sixteen Hundredths (64.16) feet; thence running N 00°28'33"E a distance of Ninety Seven and Eight Hundredths (97.08) feet; thence running N 00°43'52"W a distance of Sixteen and Twenty Eight Hundredths (16.28) feet; thence running N 00°30'10"W a distance of Seven Hundred Nine and Eighty Three Hundredths (709.83) feet; thence running N 00°13'27"E a distance of Three Hundred Ninety Seven and Seventy Three Hundredths (397.73) feet to a point on the north line of the West Half of the Northwest Quarter (W ½ NW ¼); thence running S 89°28'02"E, along the north line of the West Half of the Northwest Quarter (W ½ NW ¼) a distance of Nineteen and Fifteen Hundredths (19.15) feet to the actual point of beginning.</p>	
<p>400140640</p>	<p>John Robert Schleicher</p>	<p>All of Lot Two (2) of Windolph's Subdivision of a part of the West Half of the Northeast Quarter (W ½ NE ¼) and part of the East Half of the Northwest Quarter (E ½ NW ¼) of Section Fourteen (14), Township Eleven (11) North, Range Nine (9), West of the 6<sup>th</sup> P.M., except for the following described parcel of land:                  Beginning at the Northwest corner of Lot Two (2) of Windolph's Subdivision, thence Easterly along the North line of said Lot Two (2), a distance of One Hundred Twenty Five and Six Tenths (125.6) feet to a point; thence Southerly along a line parallel to the West line of said Lot Two (2) a distance of Two Hundred (200.0) feet to a point; thence Westerly along a line parallel to the North line of said Lot Two (2) a distance of One Hundred Twenty Five and Six Tenths (125.6) feet to a point on the West line of said Lot Two (2); thence Northerly along the West line of said Lot Two (2) a distance of Two Hundred (200.0) feet to the point of beginning.                  AND                  All of Lot Three (3) of Windolphs' Subdivision of a part of the West Half of the Northeast Quarter (W ½ NE ¼) and a part of the East Half of the Northwest Quarter (E ½ NW ¼) of Section Fourteen (14), Township Eleven (11) North, Range Nine (9), West of the 6<sup>th</sup> P.M., Hall County, Nebraska.</p>	<p>\$7,856.48</p>

RESOLUTION NO. 2016-BE-3 (Cont.)

400104970	Craig L & Karla A Paro	<p>A part of Lot One (1), Voss Subdivision of part of the South Half (S ½) of Section Eleven (11), Township Eleven (11) North, Range Nine (9) West of the 6<sup>th</sup> P.M., Hall County, Nebraska, more particularly described as follows: Beginning at the Southwest corner of the Southeast Quarter of the Southwest Quarter (SE ¼ SW ¼) of said Section Eleven (11); running thence Easterly along and upon the South line of said Southeast Quarter of the Southwest Quarter (SE ¼ SW ¼) of said Section Eleven (11), a distance of Two Hundred Seventy Seven and Five Tenths (277.5) feet; thence Northerly and parallel to the Westerly line of said Southeast Quarter of the Southwest Quarter (SE ¼ SW ¼) of said Section Eleven (11), a distance of Thirty Three (33.0) feet to the actual Point of Beginning; thence continuing Northerly on said line a distance of One Hundred Fifty and Nine Tenths (150.9) feet; thence Easterly and parallel to the Southerly line of said Southeast Quarter of the Southwest Quarter (SE ¼ SW ¼) of Section Eleven (11), a distance of Fifty (50.0) feet; thence Southerly parallel to the Westerly line of said Southeast Quarter of the Southwest Quarter (SE ¼ SW ¼) of said Section Eleven (11), a distance of One Hundred Fifty and Nine Tenths (150.9) feet; thence Westerly parallel and Thirty Three (33.0) feet Northerly from the Southerly line of the Southeast Quarter of the Southwest Quarter (SE ¼ SW ¼) of said Section Eleven (11), a distance of Fifty (50.0) feet to the actual point of beginning.</p>	\$7,631.48
400104962	Jack & Joan McKee	<p>Part of Lot One (1) of Voss Subdivision of part of the South Half (S ½) of Section Eleven (11), Township Eleven (11) North, Range Nine (9), West of the 6<sup>th</sup> P.M., Hall County, Nebraska, and more particularly described as follows: Beginning at the Southwest corner of the Southeast Quarter of the Southwest Quarter (SE ¼ SW ¼) of said Section Eleven (11); thence running North along and upon the West line of said Southeast Quarter of the Southwest Quarter (SE ¼ SW ¼) a distance of Six Hundred Fifty Eight and Five Tenths (658.5) feet to a point on the South right-of-way line of U.S. Highway No. 30; thence deflecting right and running Northeasterly along and upon said South right-of-way line of U.S. Highway No. 30 a distance of Two and Eighty Hundredths (2.80) feet; thence deflecting right and running easterly a distance of Thirty and Ninety Hundredths (30.90) feet; thence deflecting right and running Southerly a distance of Fifty Six and Seven Tenths (56.7) feet; thence deflecting 108°47' left and running Northeasterly a distance of One Hundred Seventy Six and Six Tenths (176.6) feet; thence deflecting right and running Easterly a distance of Five Hundred Nineteen and Sixty Five Hundredths (519.65) feet to the Northwest corner of Bernhard Voss First Subdivision; thence deflecting 89°36' right and running Southerly along and upon the west line of said Bernhard Voss First Subdivision a distance of Three Hundred Sixty Three and Four Tenths (363.4) feet to the Northwest corner of Lot Eleven (11), Bernhard Voss First Subdivision; thence deflecting right 90°13'30" and running Westerly a distance of</p>	\$7,856.48

RESOLUTION NO. 2016-BE-3 (Cont.)

Sixty Seven (67.0) feet, thence deflecting left 90°13'30" and running Southerly a distance of Two Hundred Ninety Six and Seventy Five Hundredths (296.75) feet to a point on the South line of said Section Eleven (11); thence deflecting right and running West along and upon said South line of Section Eleven (11) a distance of Thirty Two (32.0) feet; thence deflecting right 89°34'30" and running Northerly a distance of One Hundred Eighty Three and Nine Tenths (183.9) feet; thence deflecting left 89°36'30" and running Westerly a distance of Three Hundred Thirty Eight and Six Tenths (338.6) feet; thence deflecting left 90°25'40" and running Southerly a distance of One Hundred Eighty Three and Fifty Five Hundredths (183.55) feet to a point on the South line of said Section Eleven (11), thence deflecting right 90°25'30" and running West along and upon the South line of said Section Eleven (11) a distance of Two Hundred Seventy Seven and Five Tenths (277.5) feet to the point of beginning.
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**TOTAL TAP FEES**

**\$101,070.57**

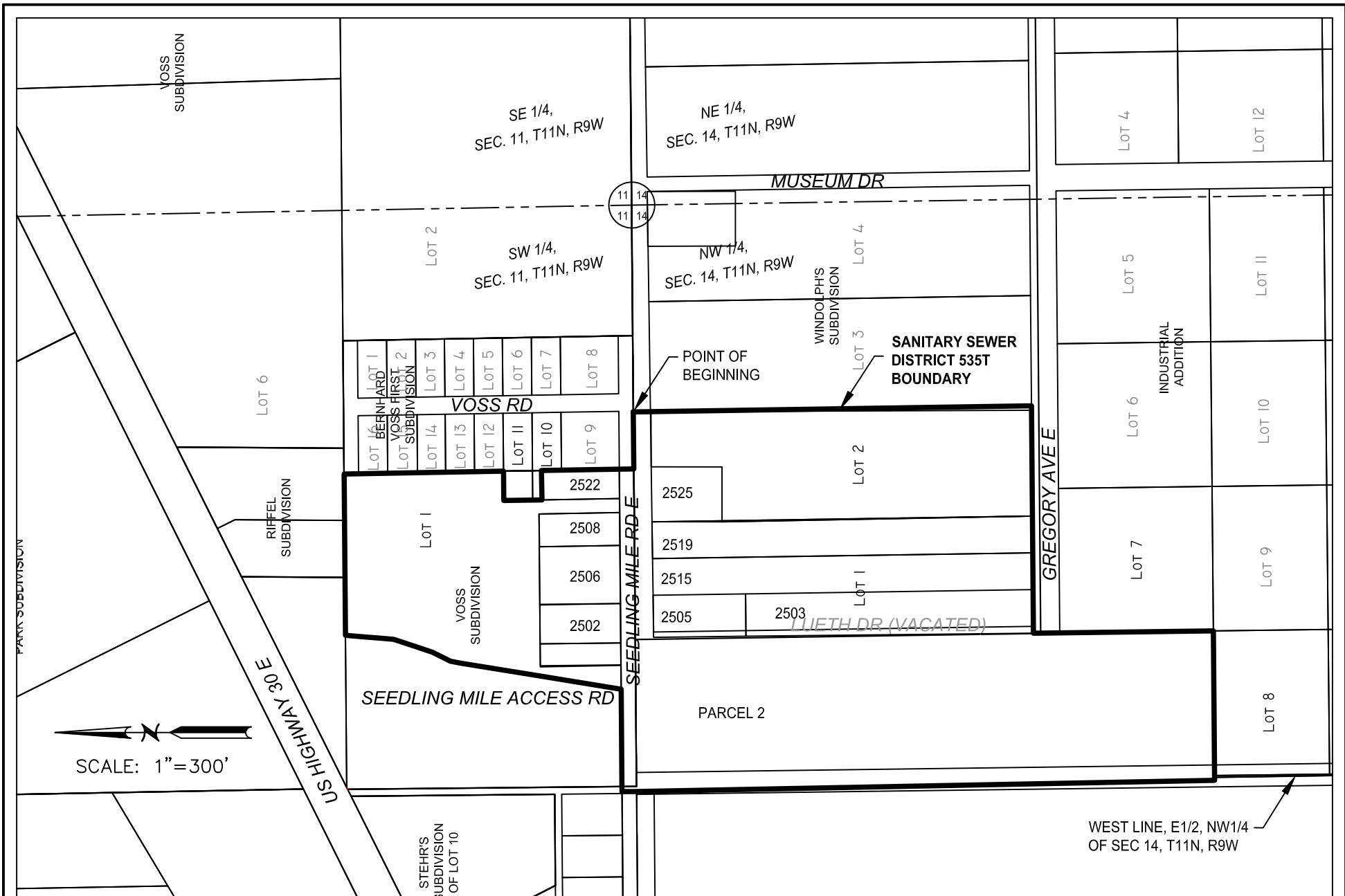
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Adopted by the City Council of the City of Grand Island, Nebraska, April 26, 2016.

\_\_\_\_\_  
Jeremy L. Jensen, Mayor

Attest:

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



SCALE: 1"=300'

CITY OF  
**GRAND ISLAND**

PUBLIC WORKS DEPARTMENT

SANITARY SEWER DISTRICT 535T

Council Session - 4/26/2016



# City of Grand Island

Tuesday, April 26, 2016

Council Session

## Item D-2

**#2016-BE-4 - Consideration of Determining Benefits for Sanitary Sewer Dist. No. 537T, Extension of Sanitary Sewer to Serve Lots 1 & 2, TLST Spiels Subdivision & Part of the North Ten (10) Acres of the W Half of the NW Quarter (W1/2NW1/4) all In Section 10-11-9**

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

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

# Council Agenda Memo

**From:** Terry Brown PE, Assistant Public Works Director

**Meeting:** April 26, 2016

**Subject:** Consideration of Determining Benefits for Sanitary Sewer District No. 537T, Extension of Sanitary Sewer to Serve Lot One (1) And Lot Two (2), TLST Spiels Subdivision And Part Of The North Ten (10) Acres Of The West Half Of The Northwest Quarter (W1/2NW1/4) All In Section Ten (10), Township Eleven (11) North, Range Nine (9) West, Hall County, Nebraska

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

## Background

The Certificate of Final Completion for Sanitary Sewer District No. 537T was approved on March 8, 2016 with April 12, 2016 set as the date for Council to sit as the Board of Equalization. Due to legal description concerns with affected properties this item was pulled from the April 12, 2016 council meeting to allow sufficient time to ensure all documents are correct and legal for filing with Hall County Register of Deeds.

All work has been completed and special fees have been calculated for the tap district.

## Discussion

Sanitary Sewer District No. 537T was created by City Council on November 10, 2015, via Ordinance No. 9564. Such sanitary sewer district construction was combined with North Interceptor Phase II work.

Work on the tap district was completed at a total price of \$177,026.57. Costs for the district break down as follows:

	Quantity	Unit	Unit Cost	Total Cost
8" Sanitary Sewer Line	1269.00	LF	\$ 65.80	\$ 83,500.20
4" Sanitary Sewer Service	104.00	LF	\$ 70.00	\$ 7,280.00
Sanitary Sewer Service Connection	13.00	EA	\$ 1,000.00	\$ 13,000.00
48" Diameter Manhole	7.00	EA	\$ 4,550.00	\$ 31,850.00
Tree Removal	1.00	LS	\$ 6,825.00	\$ 6,825.00



Lawn Seed application	1.14	AC	\$ 1,100.00	\$ 1,254.00
Remove and Replace Fence (wire)	794.00	LF	\$ 6.00	\$ 4,764.00
Remove and Replace Fence (wood board)	126.00	LF	\$ 21.53	\$ 2,712.78

Remove and Reset Playground Equipment	1.00	LS	\$ 500.00	\$ 500.00
Miscellaneous Removals	1.00	LS	\$ 500.00	\$ 500.00
Mobilization	1.00	LS	\$ 7,609.30	\$ 7,609.30
<b>SUBTOTAL</b>				<b>\$ 159,795.28</b>
Easements				
Temporary Easements (3)	1.00	LS	\$ 2,500.00	\$ 2,500.00
Permanent Easements (2)	1.00	LS	\$ 1,000.00	\$ 1,000.00
<b>SUBTOTAL</b>				<b>\$ 3,500.00</b>
Engineering Costs				
	1.00	LS	\$ 13,731.29	\$ 13,731.29
<b>SUBTOTAL</b>				<b>\$ 13,731.29</b>

**TOTAL DISTRICT 537T COSTS \$ 177,026.57**

That cost is apportioned to each of the properties within the district based upon equal division of lots served to determine the connection fee. Properties that have already made connection to the sanitary sewer main prior to installation of the new main will be given credit towards their tap fee calculation from their pre-existing sanitary sewer agreement. Connection fees will be collected prior to the properties being connected to City sanitary sewer service. Unlike an assessment district which allows for payments to be spread over a 10 year period at 7% simple interest with the first payment of principle only due 10 days after the ordinance is filed, the tap fees are not due until such time the property owner chooses to connect to the City sanitary sewer main and is due in full at that time.

Property Owner	Address	Previous Fees Paid
Sergio Urbina	805 E Capital Ave	\$1,112.76
Total Previous Fees Paid		\$1,112.76

The allocation for District 537T was completed at a construction price of \$177,026.57, with existing agreement credits of \$1,112.76 and a contract credit of \$80,000.03 for a revised tap fee total of \$95,913.78.

### 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**

Public Works Administration recommends that the Council sit as the Board of Equalization to determine benefits and pass an Ordinance to levy a Special Tap Fee to individual properties.

## **Sample Motion**

(Sample Motion for the Board of Equalization)

Move to approve the resolution determining benefits for Sanitary Sewer District No. 537T.

(Sample Motion for the Resolution)

Move to approve the Resolution levying the tap fees for Sanitary Sewer District No. 537T.

RESOLUTION NO. 2016-BE-4

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the special benefits as determined by Resolution No. 2016-BE-4 shall not be levied as special assessments but shall be certified by this resolution to the Register of Deeds, Hall County, Nebraska, pursuant to Section 16-6,103 R.R.S. 1943. A connection fee in the amount of the benefit identified below accruing to each property in the district shall be paid to the City of Grand Island at time such property becomes connected to the sanitary sewer main. No property benefited as determined by this resolution shall be connected to the sanitary sewer main until the connection fee is paid. The connection fees collected shall be paid into the fund from which construction costs were made to replenish such fund for the construction costs.

According to the front foot and area of the respective lots, tracts, and real estate within such Sanitary Sewer District No. 537T, such benefits are the sums set opposite the descriptions as follows:

Parcel No.	Owner	Legal Description	Connection Fee
400205955	Jose Haro Martha Haro	The North One Hundred Eighty Two (182.0) feet of a certain part of the North Ten (10) acres of the West Half of the Northwest Quarter (W ½ NW ¼) of Section Ten (10), Township Eleven (11) North, Range Nine (9), West of the 6 <sup>th</sup> P.M., Hall County, Nebraska, more particularly described as: Beginning at a point on the North line of the North Ten (10) acres of the West Half of the Northwest Quarter (W ½ NW ¼) of Section Ten (10), which point is one Thousand One Hundred Eighty Eight (1188.0) feet West of the Northeast corner of the North Ten (10) acres of the West Half of the Northwest Quarter (W ½ NW ¼) of said Section Ten (10); running thence South parallel to the East line of the said North Ten (10) acres Three Hundred Thirty One (331.0) feet; running thence West parallel to the North line of the said North Ten (10) acres One Hundred Thirty Four and Seven Tenths (134.7) feet to a point on the West line of the said North Ten (10) acres; running thence North upon and along the West line of the said North Ten (10) acres Three Hundred	\$7,463.58

Approved as to Form    ✕ \_\_\_\_\_  
 April 22, 2016            ✕ City Attorney

RESOLUTION NO. 2016-BE-4 (Cont.)

		Thirty One (331.0) feet to the Northwest corner of the said North Ten (10) acres; running thence East upon and along the North line of the said North Ten (10) acres One Hundred Thirty Three and Nine Tenths (133.9) feet to the actual point of beginning; EXCEPT the South Fifty (50.0) feet of said North One Hundred Eighty Two (182.0) feet thereof; and subject to one-half (½) of the County Road to the North and West of said premises.	
400205963	Juan Rico Anna M Villa De Rico	The South Fifty (50) feet of the North One Hundred Eighty Two (182.0) feet of that part of the North Ten (10) acres of the West Half of the Northwest Quarter (W ½ NW ¼) of Section Ten (10), Township Eleven (11) North, Range Nine (9), West of the 6 <sup>th</sup> P.M., Hall County, Nebraska, more particularly described as follows: Beginning at a point on the North line of said Section Ten (10), a distance of One Thousand One Hundred Eighty Eight (1188.0) feet West of the Northeast corner of the West Half of the Northwest Quarter (W ½ NW ¼) of said Section; running thence South parallel to the East line of said West Half of the Northwest Quarter (W ½ NW ¼) of said Section for a distance of Three Hundred Thirty One (331.0) feet; running then West parallel to the North line of said Section Ten (10), a distance of One Hundred Thirty Four and Seven Tenths (134.7) feet, more or less, to a point on the West line of Section Ten (10); running thence North upon and along said West Section line for a distance of Three Hundred Thirty One (331.0) feet to the Northwest corner of said Section Ten (10); running thence East upon and along the North line of said Section Ten (10) for a distance of One Hundred Thirty Three and Nine Tenths (133.9) feet, more or less, to the Actual Point of Beginning.	\$7,463.58
400206080	Rhonda Coon Ricky Coon	A certain tract of the North Ten (10) acres of the West Half of the Northwest Quarter (W ½ NW ¼) of Section Ten (10), in Township Eleven (11) North, Range Nine (9), West of the 6 <sup>th</sup> P.M., Hall County, Nebraska, more particularly described as follows: Beginning at a point on the West line of the North Ten (10) acres of the West Half of the Northwest Quarter (W ½ NW ¼) of said Section Ten (10), which point is One Hundred Eighty Two (182.0) feet South of the Northwest corner of the North Ten (10) acres of the West Half of the Northwest Quarter (W ½ NW ¼) of said Section Ten (10), the point of beginning; running thence South on the West line of the West Half of the Northwest Quarter (W ½ NW ¼) of said Section Ten (10) for a distance of One Hundred Forty Nine (149.0) feet; running thence East for a distance of One Hundred Thirty Four and Seven Tenths (134.7) feet; running thence North parallel with the West line of the North Ten (10) acres of the West Half of the Northwest Quarter (W ½ NW ¼) of said Section Ten (10) for a distance of One Hundred Forty Nine (149.0) feet; thence running West and parallel to the North line of said Ten (10) acre tract to the point of beginning. Subject, however, to One Half (1/2) of the County Road to the West of said premises.	\$7,463.58

RESOLUTION NO. 2016-BE-4 (Cont.)

400214059	Gary Ummel Estel Ummel	Lot Two (2), TLST Spiels Subdivision, City of Grand Island, Hall County, Nebraska.	\$7,463.58
400205939	Timothy S Grudzinski Cassandar L Grudzinski	The West Half of the following described tract: Part of the North Ten (10) acres of the West Half of the Northwest Quarter (W ½ NW ¼) of Section Ten (10), Township Eleven (11) North, Range Nine (9), West of the 6 <sup>th</sup> P.M., Hall County, Nebraska and more particularly described as follows: Beginning at a point on the North line of the North Ten (10) acres of the West Half of the Northwest Quarter (W ½ NW ¼) of said Section Ten (10), which point is One Thousand Fifty Six (1056.0) feet West of the Northeast corner of said North Ten (10) acres of the West Half of the Northwest Quarter (W ½ NW ¼) of said Section Ten (10); running thence South parallel to the East line of said North Ten (10) acres of the West Half of the Northwest Quarter (W ½ NW ¼) of said Section Ten (10), Three Hundred Thirty One (331.0) feet; running thence West parallel to the North line of said tract One Hundred Thirty Two (132.0) feet; running thence North parallel to the East line of said tract, Three Hundred Thirty One (331.0) feet, to a point on the North line of said Ten (10) acres tract; running thence East along and upon the North line of said Ten (10) acre tract, One Hundred Thirty Two (132.0) feet to the actual point of beginning, subject however to the Half (½) of the County Road to the North of said premises, Hall County, Nebraska.	\$7,463.58
400205920	Reinier Fernandez Solorzano	The East Half (E ½) of the following described tract: Part of the North Ten (10) Acres of the West Half of the Northwest Quarter (W ½ NW ¼) of Section Ten (10), Township Eleven (11) North, Range Nine (9), West of the 6 <sup>th</sup> P.M., Hall County, Nebraska, more particularly described as follows: Beginning at a point on the North line of the North Ten (10) acres of the West Half of the Northwest Quarter (W ½ NW ¼) of said Section Ten (10), which point is One Thousand Fifty Six (1056.0) feet West of the Northeast corner of said North Ten (10) acres of the West Half of the Northwest Quarter (W ½ NW ¼) of said Section Ten (10); running thence South parallel to the East line of said North Ten (10) acres of the West Half of the Northwest Quarter (W ½ NW ¼) of said Section Ten (10), Three Hundred Thirty One (331.0) feet; running thence West parallel to the North line of said tract, One Hundred Thirty Two (132.0) feet; running thence North parallel to the East line of said tract, Three Hundred Thirty One (331.0) feet to a point on the north line of said Ten (10) acre tract; running thence East along and upon the North line of said Ten (10) acre tract, One Hundred Thirty Two (132.0) feet to the actual point of beginning.	\$7,463.58
400206056	Wesley T Tjaden	Part of the West Half of the Northwest Quarter (W ½ NW ¼) of Section Ten (10), Township Eleven (11) North, Range Nine (9), West of the 6 <sup>th</sup> P.M., more particularly described as follows: Beginning at a point on the North line of said Section Ten (10), which point is Nine Hundred Twenty Four (924.0) feet West of the Northeast corner of the Northwest Quarter of the	\$7,463.58

RESOLUTION NO. 2016-BE-4 (Cont.)

		Northwest Quarter (NW ¼ NW ¼) of said Section Ten (10); running thence South and parallel to the East line of said Section Ten (10) a distance of Three Hundred Thirty One (331.0) feet; running thence West and parallel to the North line of said Section Ten (10) a distance of One Hundred Thirty Two (132.0) feet; running thence North and parallel to the East line of said Section a distance of Three Hundred Thirty One (331.0) feet to the North line of said Section Ten (10); running thence East and along and upon the North line of said Section Ten (10) a distance of One Hundred Thirty Two (132.0) feet to the point of beginning.	
400205947	Anna Lee Young Life Estate B Haycock & B Hardenbroc	A certain part of the North Ten (10) acres of the West Half of the Northwest Quarter (W ½ NW ¼) of Section Ten (10), Township Eleven (11) North, Range Nine (9), West of the 6 <sup>th</sup> P.M., Hall County, Nebraska, more particularly described as follows: Beginning at a point on the North line of the North Ten (10) acres of the West Half of the Northwest Quarter (W ½ NW ¼) of said Section Ten (10), which point is Seven Hundred Ninety Two (792.0) feet West of the Northeast corner of the North Ten (10) acres of the West Half of the Northwest Quarter (W ½ NW ¼) of said Section Ten (10); running thence South parallel to the East line of the North Ten (10) acres of the West Half of the Northwest Quarter (W ½ NW ¼) of said Section Ten (10), Three Hundred Thirty One (331.0) feet; running thence West parallel to the North line of the North Ten (10) acres of the West Half of the Northwest Quarter (W ½ NW ¼) of said Section Ten (10), One Hundred Thirty Two (132.0) feet; running thence North parallel to the East line of the North Ten (10) acres of the West Half of the Northwest Quarter (W ½ NW ¼) of said Section Ten (10), Three Hundred Thirty One (331.0) feet to a point on the North line of the North Ten (10) acres of the West Half of the Northwest Quarter (W ½ NW ¼) of said Section Ten (10); running thence East upon and along the North line of the North Ten (10) acres of the West Half of the Northwest Quarter (W ½ NW ¼) of said Section Ten (10), One Hundred Thirty Two (132.0) feet to the actual point of beginning, subject, however to One Half (1/2) of the County Road to the North of said premises.	\$7,463.58
400206013	JK Investments, LLC	A certain part of the North Ten (10) acres of the West Half of the Northwest Quarter (W ½ NW ¼) of Section Ten (10), Township Eleven (11) North, Range Nine (9), West of the 6 <sup>th</sup> P.M., Hall County, Nebraska, more particularly described as follows: Beginning at a point on the North line of the North Ten (10) acres of the West Half of the Northwest Quarter (W ½ NW ¼) of said Section Ten (10), which point is Six Hundred Sixty (660.0) feet West of the Northeast corner of the North Ten (10) acres of the West Half of the Northwest Quarter (W ½ NW ¼) of said Section Ten (10); running thence South parallel to the East line of the North Ten (10) acres of the West Half of the Northwest Quarter (W ½ NW ¼) of said Section Ten (10), Three Hundred Thirty One (331.0) feet;	\$7,463.58

RESOLUTION NO. 2016-BE-4 (Cont.)

		<p>running thence West parallel to the North line of the North Ten (10) acres of the West Half of the Northwest Quarter (W ½ NW ¼) of said Section Ten (10), One Hundred Thirty Two (132.0) feet; running thence North parallel to the East line of the North Ten (10) acres of the West Half of the Northwest Quarter (W ½ NW ¼) of said Section Ten (10), Three Hundred Thirty One (331.0) feet, to a point on the North line of the North Ten (10) acres of the West Half of the Northwest Quarter (W ½ NW ¼) of said Section Ten (10); running thence East upon and along the North line of the North Ten (10) acres of the West Half of the Northwest Quarter (W ½ NW ¼) of said Section Ten (10), One Hundred Thirty Two (132.0) feet, to the actual point of beginning.</p>	
400206005	Sergio Urbina Idalia Urbina	<p>A certain part of the North Ten (10) acres of the West Half of the Northwest Quarter (W ½ NW ¼), of Section Ten (10), Township Eleven (11) North, Range Nine (9), West of the 6<sup>th</sup> P.M., Hall County, Nebraska, more particularly described as follows: Beginning at a point on the North line of the North Ten (10) acres of the West Half of the Northwest Quarter (W ½ NW ¼) of said Section Ten (10), which point is Five Hundred Twenty Eight (528.0) feet West of the Northeast corner of the North Ten (10) acres of the West Half of the Northwest Quarter (W ½ NW ¼) of said Section Ten (10); running thence South parallel to the East line of the North Ten (10) acres of the West Half of the Northwest Quarter (W ½ NW ¼) of said Section Ten (10), Three Hundred Thirty (330.0) feet; running thence West parallel to the North line of the North Ten (10) acres of the West Half of the Northwest Quarter (W ½ NW ¼) of said Section Ten (10), One Hundred Thirty Two (132.0) feet; running thence North parallel to the East line of the North Ten (10) acres of the West Half of the Northwest Quarter (W ½ NW ¼) of said Section Ten (10), Three Hundred Thirty (330.0) feet, to a point on the North line of the North Ten (10) acres of the West Half of the Northwest Quarter (W ½ NW ¼) of said Section Ten (10); running thence East upon and along the North line of the North Ten (10) acres of the West Half of the Northwest Quarter (W ½ NW ¼) of said Section Ten (10), One Hundred Thirty Two (132.0) feet, to the actual point of beginning; subject to One Half (½) of the County Road to the North of said premises.</p>	\$6,350.82
400205912	Cruz C Ramos, Sr. Minerva M Ramos	<p>Part of the North Ten (10) acres of the West Half of the Northwest Quarter (W ½ NW ¼) of Section Ten (10), Township Eleven (11) North, Range Nine (9), West of the 6<sup>th</sup> P.M., Hall County, Nebraska, more particularly described as follows: Beginning at a point on the North line of the North Ten (10) acres of the West Half of the Northwest Quarter (W ½ NW ¼) of said Section Ten (10) which point is Three Hundred Ninety Six (396.0) feet West of the Northeast corner of the North Ten (10) acres of the West Half of the Northwest Quarter (W ½ NW ¼) of said Section Ten (10); running thence South parallel to the East line of the North Ten (10) acres of the West Half of the Northwest Quarter (W ½ NW ¼) of said Section Ten (10)</p>	\$7,463.58

RESOLUTION NO. 2016-BE-4 (Cont.)

		Section Ten (10) Three Hundred Thirty One (331.0) feet; running thence West parallel to the North line of the North Ten (10) acres of the West Half of the Northwest Quarter (W ½ NW ¼) of said Section Ten (10) One Hundred Thirty Two (132.0) feet; running thence North parallel to the East line of the North Ten (10) acres of the West Half of the Northwest Quarter (W ½ NW ¼) of said Section Ten (10) Three Hundred Thirty One (331.0) feet to a point on the North line of the North Ten (10) acres of the West Half of the Northwest Quarter (W ½ NW ¼) of said Section Ten (10); running thence East along and upon the North line of the North Ten (10) acres of the West Half of the Northwest Quarter (W ½ NW ¼) of said Section Ten (10) One Hundred Thirty Two (132.0) feet, to the actual point of beginning; subject to One Half (½) of the County Road to the North of said premises,	
400205904	Ronald Peter Pfenning	Part of the North Ten (10) acres of the West Half of the Northwest Quarter (W ½ NW ¼) of Section Ten (10), Township Eleven (11) North, Range Nine (9), West of the 6 <sup>th</sup> P.M., Hall County, Nebraska, more particularly described as follows: Beginning at a point of the North line of the North Ten (10) acres of the West Half of the Northwest Quarter (W ½ NW ¼) of said Section Ten (10), which point is Two Hundred Sixty Four (264.0) feet West of the Northeast corner of the North Ten (10) acres of the West Half of the Northwest Quarter (W ½ NW ¼) of said Section Ten (10); running thence South parallel to the East line of the North Ten (10) acres of the West Half of the Northwest Quarter (W ½ NW ¼) of said Section Ten (10), Three Hundred Thirty One (331.0) feet; running thence West parallel to the North line of the North Ten (10) acres of the West Half of the Northwest Quarter (W ½ NW ¼) of said Section Ten (10), One Hundred Thirty Two (132.0) feet; running thence North parallel to the East line of the North Ten (10) acres of the West Half of the Northwest Quarter (W ½ NW ¼) of said Section Ten (10), Three Hundred Thirty One (331.0) feet, to a point on the North line of the North Ten (10) acres of the West Half of the Northwest Quarter (W ½ NW ¼) of said Section Ten (10); running thence East upon and along the North line of the North Ten (10) acres of the West Half of the Northwest Quarter (W ½ NW ¼) of said Section Ten (10), One Hundred Thirty Two (132.0) feet, to the actual point of beginning, subject to One Half (½) of the County Road to the North of said premises.	\$7,463.58
400206048	Timothy S Spiehs Lisa M Spiehs	Lot One (1), TLST Spiehs Subdivision, City of Grand Island, Hall County, Nebraska.	\$7,463.58
<b>TOTAL TAP FEES</b>			<b>\$95,913.78</b>

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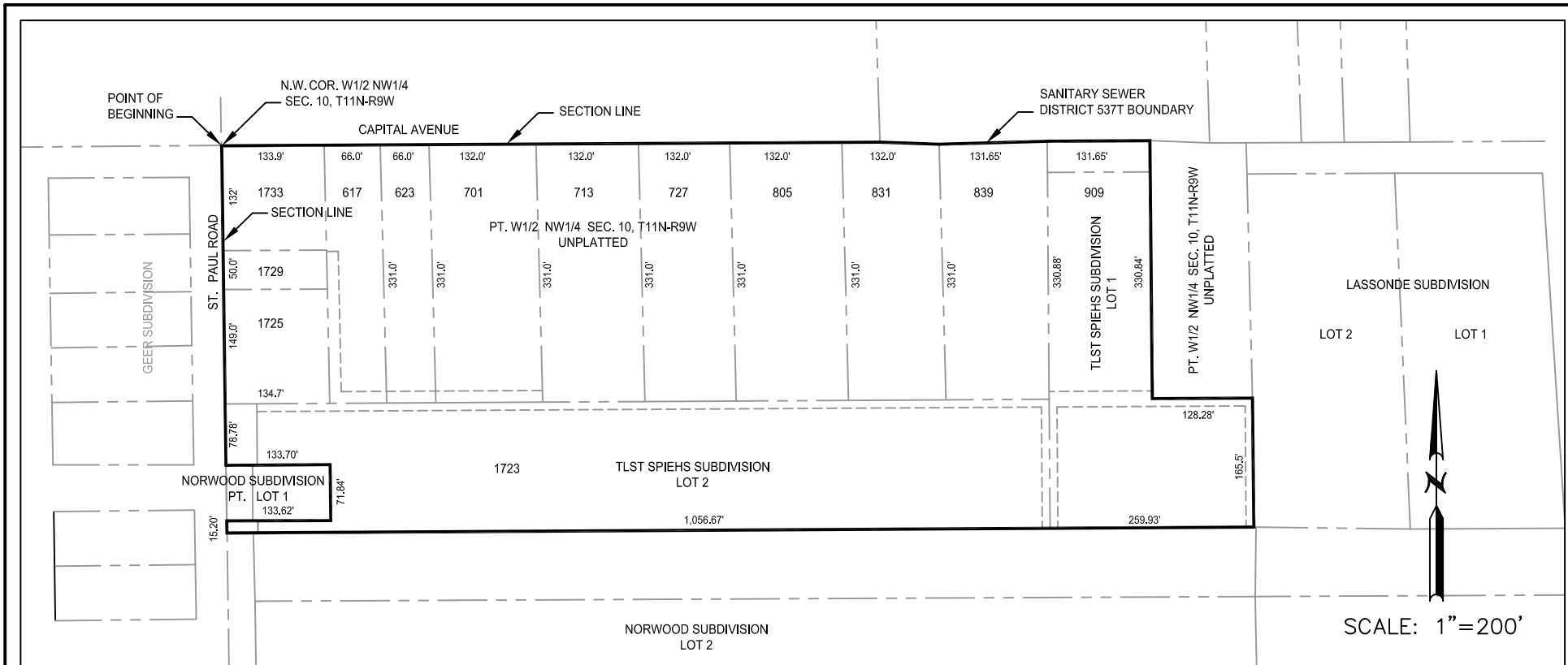
RESOLUTION NO. 2016-BE-4 (Cont.)

Adopted by the City Council of the City of Grand Island, Nebraska, April 26, 2016.

\_\_\_\_\_  
Jeremy L. Jensen, Mayor

Attest:

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



A Sanitary Sewer Tap District comprising of Lot One (1) and Lot Two (2), TLST Spiehs Subdivision and part of the North Ten (10) Acres of the West Half of the Northwest Quarter (W1/2NW1/4) all in Section Ten (10), Township Eleven (11) North, Range Nine (9) West of the 6th P.M., in the City of Grand Island, Hall County, Nebraska and more particularly described as follows:

Beginning at the Northwest corner of said West Half of the Northwest Quarter (W1/2NW1/4), being the ACTUAL Point of Beginning, running thence East parallel to the South line of the North Ten (10) Acres of the Northwest Quarter (W1/2NW1/4) of said Section Ten (10), One Thousand One Hundred Eighty Nine Feet and Fifty Five Hundredths (1,189.55); running thence South parallel to the West line of the North Ten (10) Acres of the Northwest Quarter (W1/2NW1/4) of said Section Ten (10), Three Hundred Thirty Feet and Eighty Four Hundredths (330.84); running thence East parallel to the North line of the North Ten (10) Acres of the Northwest Quarter (W1/2NW1/4) of said Section Ten (10), One Hundred Twenty Eight Feet and Twenty Eight Hundredths (128.28); running thence South parallel to the West line of the Northwest Quarter (W1/2NW1/4) of said Section Ten (10), One Hundred Sixty Five Feet and Fifty Five Hundredths (165.50), said point being the Southeast (SE) Corner of Lot One (1) TLST Spiehs Subdivision; running thence West parallel to the South line of the North Ten (10) Acres of the Northwest Quarter (W1/2NW1/4) of said Section Ten (10), One Thousand Three Hundred Sixteen Feet and Sixty Hundredths (1,316.60); running thence North parallel to the East line of the Lot One (1) TLST Spiehs Subdivision Fifteen Feet and Twenty Hundredths (15.20); running thence East parallel to the South line of the North Ten (10) Acres of the Northwest Quarter (W1/2NW1/4) of said Section Ten (10), One Hundred Thirty Three Feet and Sixty Two Hundredths (133.62), said point being the Southeast (SE) Corner of Part Lot One (1) Norwood Subdivision; running thence North parallel to the East line of the Lot One (1) TLST Spiehs Subdivision Seventy One Feet and Eighty Four Hundredths (71.84); running thence West parallel to the South line of the North Ten (10) Acres of the Northwest Quarter (W1/2NW1/4) of said Section Ten (10), One Hundred Thirty Three Feet and Seventy Hundredths (133.70); running thence North parallel to the East line of the North Ten (10) Acres of the Northwest Quarter (W1/2NW1/4) of said Section Ten (10), Four Hundred Nine Feet and Seventy Eight Hundredths (409.78); to ACTUAL Point of Beginning.



SANITARY SEWER TAP DISTRICT 537T  
EXHIBIT "Δ"



# City of Grand Island

Tuesday, April 26, 2016

Council Session

## Item E-1

**Public Hearing on Request from Fuji Steakhouse, Inc. dba Fuji Japanese Steakhouse, 1004 N Diers Avenue, Suite 200 for a Class “I” Liquor License**

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

Staff Contact: RaNae Edwards

# Council Agenda Memo

**From:** RaNae Edwards, City Clerk

**Meeting:** April 26, 2016

**Subject:** Public Hearing on Request from Fuji Steakhouse, Inc. dba Fuji Japanese Steakhouse, 1004 N Diers Avenue, Suite 200 for a Class “I” Liquor License

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

## Background

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

### **Declared Legislative Intent**

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

## Discussion

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

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

Also submitted with the application was a request from Xin K. Lin, 1205 Cedar Ridge Court, Apt. B16 for a Liquor Manager Designation.

### **Alternatives**

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

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

### **Recommendation**

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

### **Sample Motion**

Move to approve the application for Fuji Steakhouse, Inc. dba Fuji Japanese Steakhouse, 1004 N Diers Avenue, Suite 200 for a Class "I" Liquor License contingent upon final inspections and Liquor Manager Designation for Zin K. Lin, 1205 Cedar Ridge Court, Apt. B16 contingent upon completion of a state approved alcohol server/seller training program.

04/19/16  
10:49

Grand Island Police Department  
LAW INCIDENT TABLE

450  
Page: 1

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City : Grand Island
Occurred after : **:**:** **/**/****
Occurred before : **:**:** **/**/****
When reported : 13:53:00 03/29/2016
Date disposition declared : 04/19/2016
Incident number : L16033179
Primary incident number :
Incident nature : Liquor Lic Inv Liquor Lic Inv
Incident address : 1004 Diers Ave N
State abbreviation : NE
ZIP Code : 68803
Contact or caller :
Complainant name number :
Area location code : PCID Police - CID
Received by : Vitera D
How received :
Agency code : GIPD GIPD Grand Island Police Dept
Responsible officer : Vitera D
Offense as Taken :
Offense as Observed :
Disposition :
Misc. number : RaNae
Geobase address ID : 19381
Long-term call ID :
Clearance Code : CL CL Case Closed
Judicial Status :

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INVOLVEMENTS:

Px	Record #	Date	Description	Relationship
NM	209222	04/14/16	Lin, Xin K	Owner/Manager
NM	165488	03/30/16	Fuji Steak House,	Business

Involved

LAW INCIDENT CIRCUMSTANCES:

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Se Circu Circumstance code      Miscellaneous
-- -----
1  LT21  LT21 Restaurant

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LAW INCIDENT NARRATIVE:

Liquor License Investigation

Fuji Japanese Steakhouse is changing ownership and applying for a new Class I (beer, wine, distilled spirits, on sale only) Retail Corporate liquor license. Xin K Lin is applying to be the liquor manager.

LAW INCIDENT RESPONDERS DETAIL:

Seq	Responding offi	Unit n	Unit number
1	Vitera D	318	Vitera D

LAW SUPPLEMENTAL NARRATIVE:

Seq	Name	Date
1	Vitera D	15:16:52 04/14/2016

Grand Island Police Department  
Supplemental Report

Date, Time: Thu Apr 14 15:17:04 CDT 2016  
Reporting Officer: Vitera  
Unit- CID

Fuji Japanese Steakhouse is applying for a new Class I (beer,wine,distilled spirits on sale only) Corporate Retail Liquor License due to a change of ownership. Fuji has had a liquor license since it opened. Xin Lin is applying to be the liquor manager. No one else is listed on the application. Xin is the President and CEO and owns 100% of the shares of the corporation.

According to the application, Xin applied for a Temporary Operating Permit (TOP), he isn't borrowing any money, and no one else will share in the profits of the business. Xin is the only person listed on the business bank account. Xin has or had a liquor license at a Fuji Japanese Steakhouse in Middletown, NY. Xin lived in New York from 2006 to 2014. He lived in China from 2014 until 2015 when he moved to Grand Island.

I checked the NLCC's web site and found that Xin was issued a TOP on 3/28/16. I also checked Xin through Spillman and NCJIS. He didn't have an entry in Spillman, and he just has a driver's license entry in NCJIS. Xin's driver's license is valid, and he doesn't have any outstanding warrants for his arrest. I searched the Internet and found a site for the New York State Liquor Authority. I searched for a liquor license for the Fuji Japanese Steakhouse in Middletown, NY since Xin disclosed on the application that he had one there. I wanted to check the history of the license, but I was unable to find the license. I did a general Internet search on Xin but couldn't pinpoint anything on him. I also checked a paid law enforcement-only database which tends to provide personal identifying information and information on civil issues. I found Xin, but there was relatively little information about him. Immigration and Customs Enforcement (ICE) verified that Xin is a Naturalized United States Citizen.

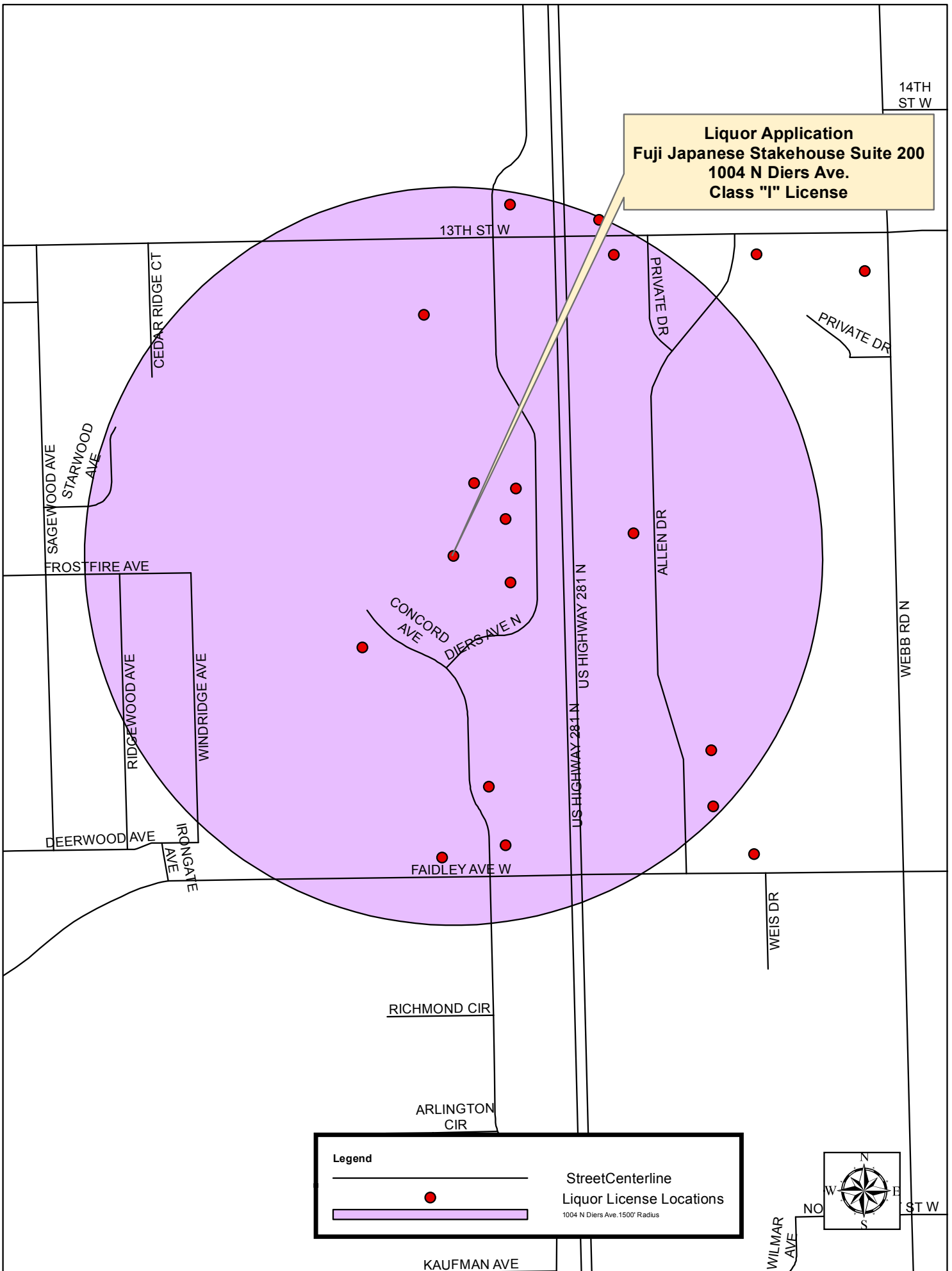
Nebraska State Patrol (NSP) Investigator Joe Hansen and I met with Xin at the Fuji Japanese Steakhouse on 4/18/16 at 1430 hours. I went over the application with Xin. We clarified that he purchased the business for

\$127,000 and did not take out a loan to do it. Xin said his monthly lease payment is \$7,588. Xin said the prior owner is not a relative of his. The prior owner sold the business and moved to Idaho. He no longer wanted to own the Fuji in Grand Island because he didn't like how the business is really busy during certain times of the year and not so busy at other times. He wanted something more steady. Xin said he doesn't own any other restaurants. He managed a Fuji in Middletown, NY and had a liquor license there, but he confirmed that the Middletown Fuji doesn't currently have a liquor license. I didn't understand the reason for not renewing the liquor license when Xin left, but Xin said there were no problems with the license.

I also asked Xin why he was living in China between 2014 and 2015. Xin said that he is a Citizen of the United States, but he went back to China for awhile to take care of a sick family member. On Xin's manager application, he listed an e-mail address of davidlin...@gmail.com. Xin said "David" is his American name. The last thing I asked Xin about is the business plan he submitted with his application. Under the Mission, one line says, "We offer fair profits for the owners and investors..." Xin said the business plan is a generic plan for all Fuji restaurants that should be tweaked for each individual restaurant. Xin assured us that he is the only owner/investor who is receiving profits from the business.

All in all, I was unable to find any criminal history on Xin due to him living in China and the East Coast (I am unable to run out-of-state criminal history checks on liquor license applicants). We will have to rely on the criminal history obtained by the State through Xin's fingerprint submission. Since Fuji Japanese Steakhouse has had a liquor license in Grand Island at the same location since January of 2012, and the Grand Island Police Department (GIPD) has no documented problems there, the GIPD has no objection to a new license under Xin Lin's name or to Xin becoming the liquor manager.







# City of Grand Island

Tuesday, April 26, 2016

Council Session

## Item E-2

**Public Hearing on Request from Azteca Market, LLC dba The Brick House, 115-117 West 3rd Street for a Class “I” Liquor License**

*Council action will take place under Resolutions item I-3.*

Staff Contact: RaNae Edwards

# Council Agenda Memo

**From:** RaNae Edwards, City Clerk

**Meeting:** April 26, 2016

**Subject:** Public Hearing on Request from Azteca Market, LLC  
dba The Brick House, 115-117 West 3<sup>rd</sup> Street for a Class  
“I” Liquor License

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

## Background

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

### **Declared Legislative Intent**

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

## Discussion

Azteca Market, LLC dba The Brick House, 115-117 West 3<sup>rd</sup> Street has submitted an application for a Class “I” Liquor License. A Class “I” Liquor License allows for the sale of alcohol on sale only inside the corporate limits of the city.

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

Also submitted with the application was a request from Maria Garcia, 644 East Meves for a Liquor Manager Designation. Ms. Garcia has completed a state approved alcohol server/seller training program.

The Grand Island Police Department will remain neutral in their recommendation concerning The Brick House. If the Council votes to deny the license, it can be done under Nebraska State Statute 53-125 (2) & (13b); 53-132 (2a), (2b), & (2c); and 010.01 under the Nebraska Liquor Control Commissions Rules and Regulations (see attached).

### **Alternatives**

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

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

### **Recommendation**

Based on the Nebraska Liquor Control Commission's criteria for the approval of Liquor Licenses, City Administration recommends that the Council take into consideration the Police Department Report when making their decision on this application.

### **Sample Motion**

Move to either approve or deny the application for Azteca Market, LLC dba The Brick House, 115-117 West 3<sup>rd</sup> Street for a Class "I" Liquor License contingent upon final inspections and Liquor Manager Designation for Maria Garcia, 644 East Meves.

04/22/16  
09:58

Grand Island Police Department  
LAW INCIDENT TABLE

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1

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City : Grand Island
Occurred after : 08:00:00 03/24/2016
Occurred before : 08:00:00 03/24/2016
When reported : 08:00:00 03/24/2016
Date disposition declared : 04/21/2016
Incident number : L16032600
Primary incident number :
Incident nature : Liquor Lic Inv Liquor Lic Inv
Incident address : 103 3rd St W
State abbreviation : NE
ZIP Code : 68801
Contact or caller :
Complainant name number :
Area location code : PCID Police - CID
Received by : Vitera D
How received :
Agency code : GIPD GIPD Grand Island Police Dept
Responsible officer : Vitera D
Offense as Taken :
Offense as Observed :
Disposition :
Misc. number : RaNae
Geobase address ID : 11227
Long-term call ID :
Clearance Code : CL CL Case Closed
Judicial Status :

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=====

INVOLVEMENTS:

Px	Record #	Date	Description	Relationship
LW	L16032606	04/21/16	Liquor Lic Inv	Related
NM	143546	04/20/16	Garcia, Francisco J JR	Involved
NM	44522	04/19/16	Garcia, Juan Francisco	Maria's Husband
NM	61105	04/19/16	Garcia, Maria Dejesus	Owner/Manager
NM	209335	04/19/16	Azteca Banquet Hall,	Business Involved

LAW INCIDENT CIRCUMSTANCES:

Se	Circu	Circumstance code	Miscellaneous
1	LT12	LT12 Grocery/Supermarket	

LAW INCIDENT NARRATIVE:

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Grand Island Police Department  
LAW INCIDENT TABLE

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Liquor License Investigation

Azteca Banquet Hall is applying for a Class I (beer, wine, distilled spirits, on sale only) LLC Retail Liquor license. Maria Garcia is applying to be the liquor manager.

----- (lwmain08444303252016)~~

mw

LAW INCIDENT OFFENSES DETAIL:

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

LAW INCIDENT RESPONDERS DETAIL:

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

LAW SUPPLEMENTAL NARRATIVE:

Seq	Name	Date
1	Vitera D	12:45:27 04/19/2016

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Grand Island Police Department  
LAW INCIDENT TABLE

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Grand Island Police Department  
Supplemental Report

Date, Time: Tue Apr 19 12:45:38 CDT 2016  
Reporting Officer: Vitera  
Unit- CID

Azteca Banquet Hall is applying for a Class I (beer, wine, distilled spirits, on sale only) LLC Retail Liquor license. Maria Garcia is applying to be the liquor manager. Juan Francisco Garcia (Maria's husband) is also listed on the application, but he signed a Spousal Affidavit of Non-Participation form. The LLC is Azteca Market. It looks like Maria Garcia is the sole owner of the company on paper.

The Brick House is also applying for a Class I liquor license, and Maria is applying to be the liquor manager there as well. The LLC for The Brick House is also Azteca Market. Azteca Market LLC owns the property where Azteca Banquet Hall and The Brick House are located. Juan Garcia signed a Spousal Affidavit of Non-Participation form for The Brick House as well. The following report will cover the application for Azteca Banquet Hall and The Brick House.

While perusing the applications, the first thing I noticed is that Juan Francisco Garcia (husband) is listed as someone Maria will share the business profits with. Juan is later listed as a 50% partner in the company. However, Juan's 50% is crossed out, and Maria's 50% is crossed out and has 100% written beside it. The applications also include an additional form which appears to have been sent to the NLCC after the original applications. The additional form is entitled "Assignment of Ownership Interest." The form says that any interest Juan may have in the company is given to Maria.

Then next thing I noticed is the applications say that Maria and Juan have lived in Grand Island since 2003. However, the manager's applications say that Maria and Juan have lived in Grand Island since 1998. The manager's applications also say that a spouse need not fill out question #1, which asks about convictions, if he has filled out a Spousal Affidavit of Non-Participation form. Juan filled out the non-participation form but also listed his convictions.

I checked Maria and Juan through Spillman and NCJIS. According to Spillman, Maria may have an undisclosed traffic violation, and it appears that she currently has a code violation with a broken up sidewalk in front of the Azteca Market. NCJIS shows a speeding conviction and a conviction for not wearing her seatbelt and not having her license on her person. Juan has a couple of traffic violations in Spillman. According to NCJIS, he has an undisclosed DUI from 1996 along with four undisclosed traffic convictions.

Maria and Juan each have a valid Nebraska driver's license, and neither one of them have any outstanding warrants for their arrest. I searched a paid law enforcement-only database which tends to provide personal identifying information and information about civil issues. I found an entry for Maria and Juan and didn't find anything out of the ordinary. I also contacted ICE and was advised that Juan is a Lawful Permanent Resident.

Nebraska State Patrol Investigator Joe Hansen and I met with Maria and Francisco Garcia (Juan & Maria's son) at the Azteca Market on 4/20/16. I went over the Azteca Banquet Hall and The Brick House application with them. I asked Maria

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Grand Island Police Department  
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about Juan being listed on both applications as someone who will share in the business profits and be a 50% owner in the company only to later have his 50% scratched out giving Maria 100% ownership.

Maria said the change was made after her attorney was contacted by the NLCC saying Juan couldn't have ownership in the company because he's not a Citizen of the United States. Maria went on to explain that the Spousal Affidavit of Non-Participation form and the addendum assigning Juan's interest in Azteca Market, LLC were not part of the original application. Since Juan was originally planning on being part of the company, he disclosed some of his criminal convictions even though the instructions say he doesn't have to if he signs a Spousal Affidavit of Non-Participation form.

Later in the afternoon on 4/20/16, I had the opportunity to speak with the attorney (Mark Porto) who helped fill out the applications. I asked Mark about originally having Juan as part owner of the company and then switching all of it to Maria. Mark recalled that the NLCC may have mentioned something about Juan's lack of citizenship, but Mark also said that Juan wanted to be part of the company but also sign a Spousal Affidavit of Non-Participation form. Mark said the NLCC told him that a person who signs a non-participation form can't be part of the company.

I also asked Maria why the liquor license applications state that she and Juan have lived in Grand Island since 2003, and the same question on the liquor manager forms say she and Juan have lived in Grand Island since 1998. Maria advised that the 2003 date is specific to their current address in Grand Island while the 1998 date is just for Grand Island in general. The question is the same. I'm still not clear why Maria and her attorney chose to give different answers.

Even though Maria is the liquor license applicant and liquor manager applicant for the banquet hall and the nightclub, Francisco will be running the club. He advised that he is a DJ and will be responsible for the entertainment and the lighting. When we toured The Brick House, he showed us where he had put up strobe lights above the dance floor and where he had put speakers in the DJ booth. Francisco also told us about all the work he had done stripping and refinishing the floors. Francisco advised that he is trying to attract the younger crowd from twenty-one years old up to about forty years old. I spent a long time warning Francisco and Maria about all of the problems they could encounter if the nightclub isn't run properly. I asked what their plans are for security. Francisco said he has talked to a guy who is a corrections officer here in town about providing security, but Francisco didn't know the guy's name or his phone number. Francisco didn't have a plan as to how many security personnel he would need and what their individual responsibilities would be.

I continued to ask Maria about some information in Spillman regarding her. I found a report in February 2012 where a GIPD officer was called by an employee of the Central District Health Department. Two health department employees had done an inspection at the Azteca Market the day before and seen three different types of antibiotics for sale in a glass display case. One of the employees spoke Spanish. The three antibiotics were Penicillin, Amoxicillin, and Bactrim. According to the health department employee reporting to the police officer, Maria denied having any antibiotics for sale. However, she asked how much trouble she would be in if she were selling them. The health department employees continued with their inspection. Before they left, they walked by the display case where they had seen the antibiotics, and they were gone.



I asked Maria about the incident in 2012 with the antibiotics and the health department. She acknowledged that she had some antibiotics for sale in the store but didn't know it was illegal. She added that the someone from the health department told her some other drugs she was selling were illegal but later found out they weren't. No criminal action was taken against Maria.

I also found a GIPD arrest report in August of 2013 where Maria's husband (Juan) was arrested for DUI, and Maria was referred to the county attorney on a criminal charge of obstructing a police officer. According to the arresting officer's report, when he stopped the vehicle Juan was driving for an illegal turn, Maria and Juan switched seats to make it look like Maria had been driving. The officer asked Maria if she switched seats with Juan because he had been drinking, she said that she had, and it was her idea. I did not find that Maria was convicted of that charge, but I asked her about it. Maria said Juan had just bought her a brand new car and wanted her to drive it. She told him to drive it first. He told her that he had been drinking, and she should drive. Maria convinced Juan to drive and felt guilty when he got pulled over, so she tried to switch seats with him.

I found another report in Spillman where a GIPD Code Enforcement Officer (CSO) received a complaint about a broken up sidewalk on the east side of Azteca Market. The CSO inspected the sidewalk and found damage. The CSO then called the public works department and gave the information to them. The public works department asked an engineer to look at it. The engineer said the sidewalk would have to be repaired. The CSO went back to Maria on 3/30/16 and told her she has thirty days to repair or replace the damaged portion of the sidewalk. Maria told the CSO that she wouldn't be able to do that because she has to replace the sprinkler system in her building. I contacted the CSO on 4/21/16 and asked him about this complaint. He said he went by Azteca Market on 4/20/16, and the repairs still haven't been made. However, Maria still has eight days to complete the task.

I was also informed by Grand Island Fire Department Division Chief (Fire Marshal) Fred Hotz that about one year ago, he was aware of a complaint about Maria using an unlicensed electrician to do work above the Azteca Market. Division Chief Hotz did an inspection and found construction on the second floor which needed a work permit that Maria did not have. Division Chief Hotz put a stop work order on it. When I spoke with Maria and toured her buildings on 4/20/16, I observed what Division Chief Hotz had described to me. I asked Maria what all the construction was about. She said she was trying to put in apartments but got shut down.

In June of 2015, I did an informational report regarding a conversation I had with Francisco about needing a liquor license or at least a Special Designated License (SDL) for some of the events that were being held at the banquet hall. The reason for the conversation was because I had received an e-mail from a GIPD patrol sergeant who told me there were lots of drunk people coming out of there at night and stumbling around in the streets and impeding traffic. The patrol sergeant asked me if the business had or needed a liquor license. I told him that they didn't have one, but it sounded like they needed one. Francisco told me that his parents own the banquet hall, but he helps them run it. He was receptive to what I had to say, and I didn't get anymore complaints from the patrol sergeant.

While I didn't receive anymore complaints from the patrol sergeant, Division Chief Hotz told me that he had fielded a complaint from a business owner in the area of The Brick House saying that kids were coming out of there, going out to

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Grand Island Police Department  
LAW INCIDENT TABLE

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their cars and drinking, and going back into The Brick House. When I spoke to Maria on 4/20/16, she mentioned that they used to have some teen dances for middle school and high school kids, but she said they caused a lot of problems. I didn't ask her to describe the problems.

While speaking with Maria on 4/20/16, NSP Investigator Hansen asked her if she is behind on any of her financial obligations. Maria said that her business is supposed to pay \$1,000 a year for downtown parking. She said that bill was due January 1st, but she hasn't paid it. She also said that as part of a Downtown Improvement District, she is supposed to pay an additional \$600 per year for other services of the Downtown Improvement District. That bill was also due on 1/1/16, and she said she has not paid it.

I spoke to the person in the City of Grand Island Finance Department who keeps track of the money collected by the district to confirm Maria's statement, she advised that Azteca Market has paid \$640 to the Downtown Business Improvement District. The money was due on 10/1/15. It was paid on 3/29/16. The \$1,000 that Maria spoke about is for Parking District #1. The fee for Azteca Market is actually \$1,250. It has not been paid, and it was also due on 10/1/15. I was also told by a different person in the City of Grand Island Finance Department that Azteca Market has not paid any of their food and beverage tax since the business has been in operation. He said the finance department will be investigating that issue and attempting to collect three year's worth of the tax plus interest.

All in all, Maria's criminal record does not preclude her from receiving a liquor license. Strictly on criminal record and citizenship, I believe Juan could be part of the company. It also appears that Francisco will be heavily involved in The Brick House, and I don't think his criminal record would preclude him from receiving a liquor license. The concern is Maria's propensity to operate just outside the law which it appears she has done to some degree with little consequence. She sold prescription medication in the Azteca Market and was only warned about it and told not to do it again. She switched seats with her husband in an attempt to prevent him from being arrested for DUI. A criminal charge of obstructing a police officer was referred to the county attorney's office but never prosecuted. It sounds like she used an unlicensed electrician for a building project that at the very least, she didn't have a required permit for.

By her own admission, Maria is behind \$1,250 (she thought \$1,600) on paying the Downtown Business Improvement District. She also has a sidewalk outside her business that she told a CSO she's sure she won't get done or probably even start in the allotted thirty day period. The CSO advised that Maria told him that when she first bought the building where the Azteca Market is located, she was told that it would cost a few thousand dollars to fix or replace the sidewalk.

With the complaint I received from the patrol sergeant and the complaint Division Chief Hotz fielded, the banquet hall was operating without a liquor license when one was needed, and The Brick House had problems with kids which may have included drinking outside the business.

The Grand Island Police Department will remain neutral in our recommendation to the Council concerning The Brick House. If the council votes to deny the license, it can be done under Nebraska State Statute 53-125 (2) & (13b); 53-132 (2a), (2b), & (2c); and 010.01 under the NLCC's Rules and Regulations. The statutes are attached.

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The Azteca Banquet Hall doesn't have bathrooms on the licensed premises, and according to Division Chief Hotz, it still isn't compliant with fire sprinkler requirements (53-125 [14]). Division Chief Hotz is recommending a denial on Azteca Banquet Hall. The GIPD will defer to Division Chief Hotz's expertise on the fire sprinkler issue but will remain neutral for the reasons and statutes listed above if and when the property passes Division Chief Hotz's inspection.

# Nebraska Revised Statute 53-125

Revised Statutes » Chapter 53 » 53-125

53-124.15

|  
53-126

Print Friendly

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

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

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

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

# Nebraska Revised Statute 53-132

Revised Statutes » Chapter 53 » 53-132

53-131.01

|  
53-133

Print Friendly

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

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

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

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

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

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

(g) The adequacy of existing law enforcement;

(h) Zoning restrictions;

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

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

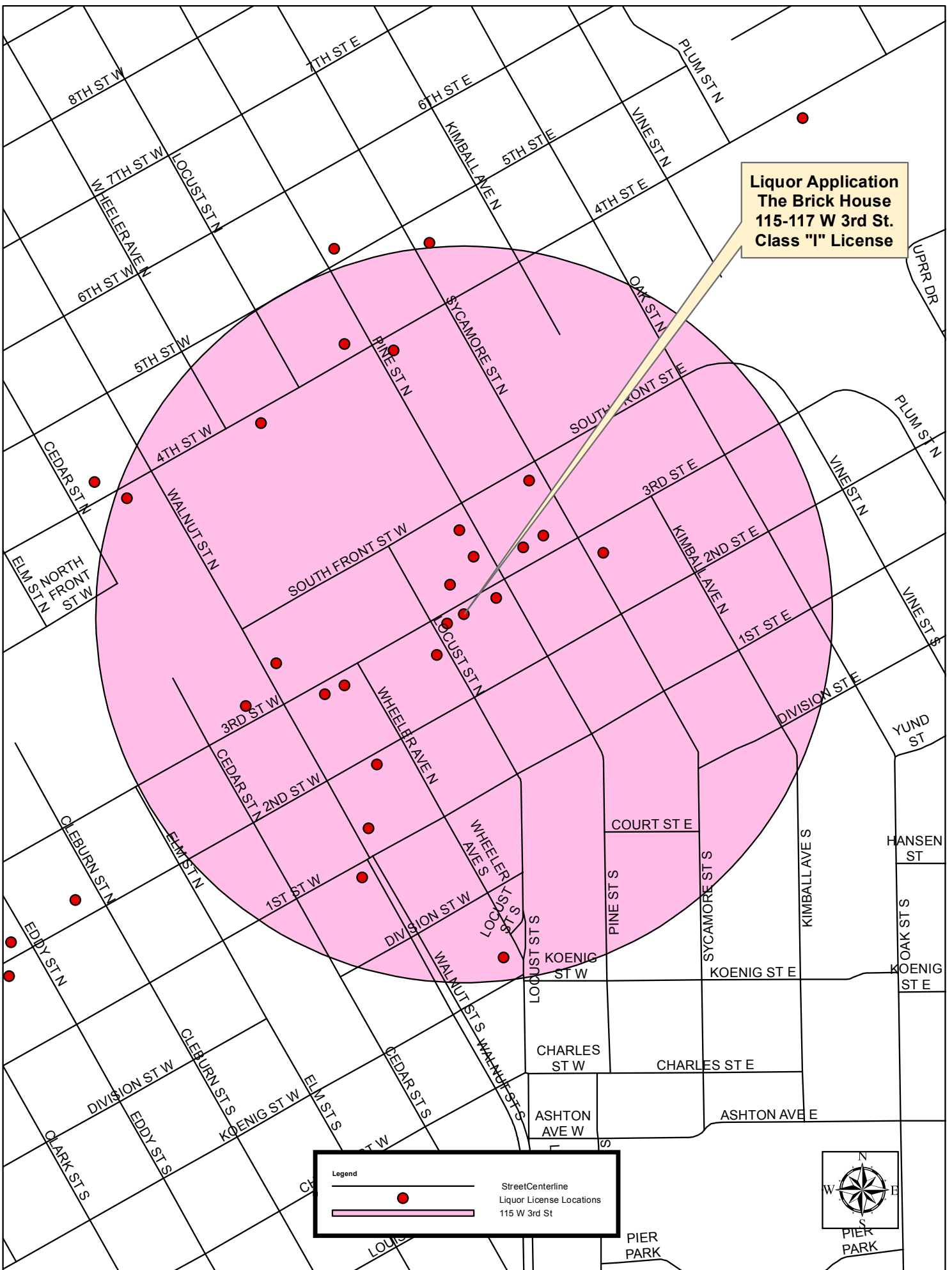
(4) Retail licenses, craft brewery licenses, or microdistillery licenses issued or renewed by the commission shall be mailed or delivered to the clerk of the city, village, or county who shall deliver the same to the licensee upon receipt from the licensee of proof of payment of (a) the license fee if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

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

**FALSIFICATION OF APPLICATION**

**010.01** No applicant for a liquor license, or partner, principal, agent or employee of any applicant for a liquor license shall provide false or misleading information to the Nebraska Liquor Control Commission, its executive director, or employees. Any violation of this provision may result in denial of application for a liquor license or, in the event that a license has already been issued, suspension, cancellation or revocation of such license.







# City of Grand Island

Tuesday, April 26, 2016

Council Session

## Item E-3

**Public Hearing on Request from Azteca Market, LLC dba Azteca Banquet Hall, 103 West 3rd Street for a Class “I” Liquor License**

*Council action will take place under Resolutions item I-4.*

Staff Contact: RaNae Edwards

# Council Agenda Memo

**From:** RaNae Edwards, City Clerk

**Meeting:** April 26, 2016

**Subject:** Public Hearing on Request from Azteca Market, LLC  
dba Azteca Banquet Hall, 103 West 3<sup>rd</sup> Street for a Class  
“I” Liquor License

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

## Background

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

### **Declared Legislative Intent**

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

## Discussion

Azteca Market, LLC dba Azteca Banquet Hall, 103 West 3<sup>rd</sup> Street has submitted an application for a Class “I” Liquor License. A Class “I” Liquor License allows for the sale of alcohol on sale only inside the corporate limits of the city.

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

Also submitted with the application was a request from Maria Garcia, 644 East Meves for a Liquor Manager Designation. Ms. Garcia has completed a state approved alcohol server/seller training program.

The Grand Island Police Department will remain neutral in their recommendation concerning Azteca Banquet Hall. If the Council votes to deny the license, it can be done under Nebraska State Statute 53-125 (2) & (13b); 53-132 (2a), (2b), & (2c); and 010.01 under the Nebraska Liquor Control Commissions Rules and Regulations.

### **Alternatives**

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

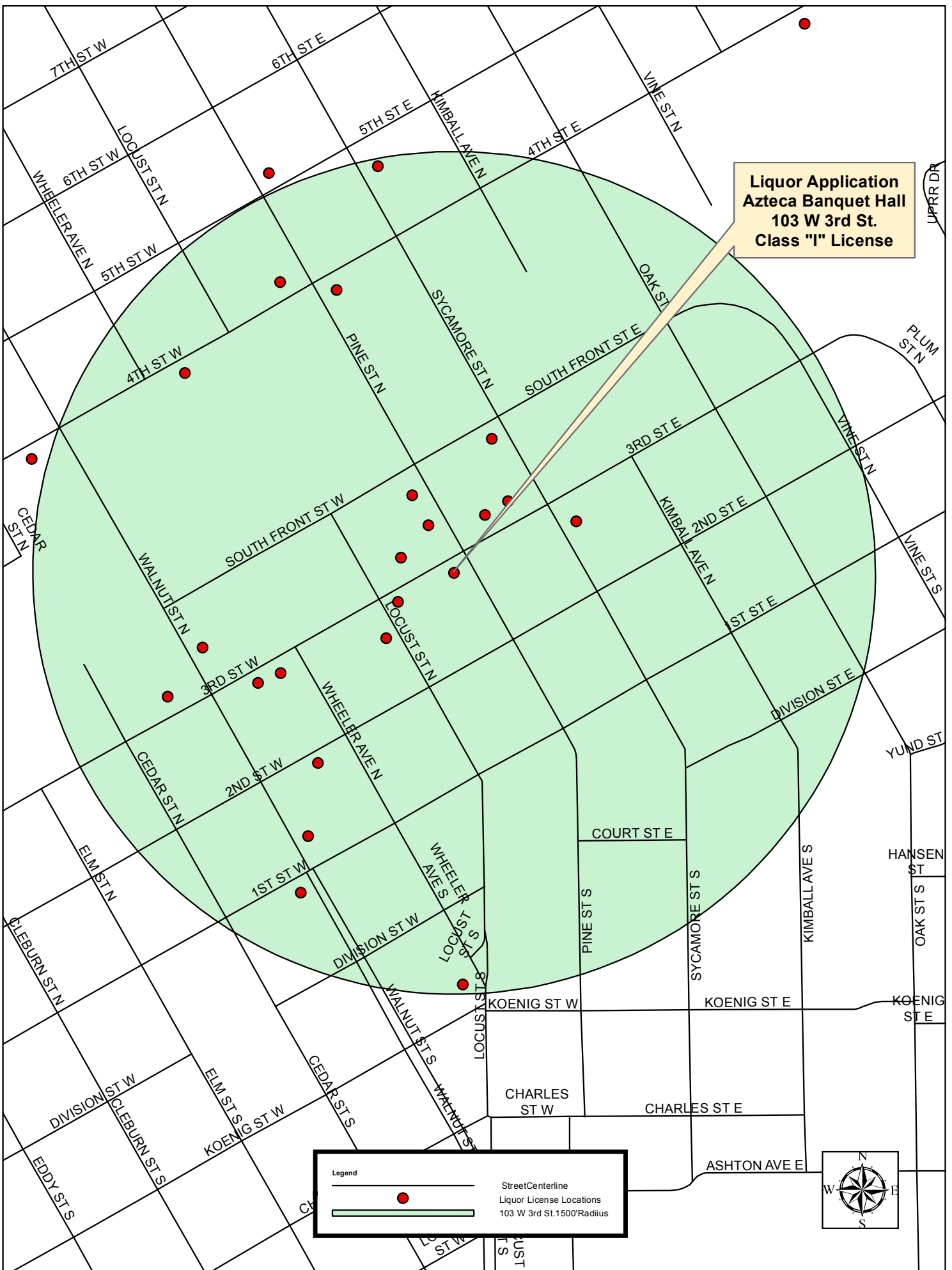
1. Approve the application.
2. Forward to the Nebraska Liquor Control Commission with no recommendation.
3. Forward to the Nebraska Liquor Control Commission with recommendations.
4. Deny the application.

### **Recommendation**

Based on the Nebraska Liquor Control Commission's criteria for the approval of Liquor Licenses, City Administration recommends that the Council take into consideration the Police Department Report when making their decision on this application.

### **Sample Motion**

Move to either approve or deny the application for Azteca Market, LLC dba Azteca Banquet Hall, 103 West 3<sup>rd</sup> Street for a Class "T" Liquor License contingent upon final inspections and Liquor Manager Designation for Maria Garcia, 644 East Meves.





# City of Grand Island

Tuesday, April 26, 2016

Council Session

## Item F-1

**#9583 - Consideration of Amending Chapter 24 of the Grand Island City Code Relative to Adding a Tree Board**

Staff Contact: Todd McCoy, Parks & Recreation Director

# Council Agenda Memo

**From:** Todd McCoy, Parks and Recreation Director  
**Meeting:** April 26, 2016  
**Subject:** Approval of a City Tree Board  
**Presenter(s):** Todd McCoy, Parks and Recreation Director

## Background

Many Nebraska communities have tree boards. A tree board is a group of people responsible, usually by ordinance, for overseeing management of the community trees, also known as the urban forest. It may be made up of municipal staff, local citizens and/or tree care professionals.

Tree boards assess the community urban forest situation using some type of inventory to determine short and long range program goals and objectives. They will develop and review annually a comprehensive community forestry plan. The board will advise the Mayor, City Council, and various departments on matters concerning trees and related resources. Recommendations may include policy changes and specific urban forestry projects. They educate residents on matters concerning the betterment of trees and related resources. The tree board may coordinate or conduct special projects for the betterment of the urban forest.

## Discussion

The attached City Ordinance states that the Tree Board shall consist of seven (7) members. They shall be appointed by the Mayor with the approval of City Council. Tree Board members will be volunteers. The Tree Board will select their own officers and establish their own rules for proceedings.

## 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 City Council approve City Code to establish a Tree Board.

### **Sample Motion**

Move to approve City Code to establish a Tree Board.



ORDINANCE NO. 9583

An ordinance to amend Chapter 24 of the Grand Island City Code; to add Article V, Sections 24-18 through Section 23-22, pertaining to the creation of a Tree Board, its composition, its duties, responsibilities, and operation thereof; to repeal any ordinance or parts of ordinances in conflict herewith; and to provide for publication and the effective date of this ordinance.

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

SECTION 1. Chapter 24 of the Grand Island City Code is hereby amended to include Section 24-18 through Section 24-22 to read as follows:

**Article V.  
TREE BOARD**

**§24-18. Tree Board Established; Membership.**

There is hereby created and established a Tree Board for the City, which shall consist of seven (7) members, citizens and residents of the City, who shall be appointed by the Mayor with the approval of the City Council.

**§24-19. Term of Office of Members of Tree Board**

The terms of the seven (7) persons appointed to the City's Tree Board shall be three (3) years, except that the term of two (2) of the members appointed to the first Board shall be for only one (1) year and the terms of two (2) members of the first Board shall be for two (2) years. If a vacancy shall occur during the term of any member, his or her successor shall be appointed for the unexpired portion of the term.

**§24-20. Compensation of Members of Tree Board.**

Members of the Tree Board shall serve without compensation.

**§24-21. Duties of Tree Board; City Tree Plan.**

It shall be the responsibility of the Tree Board to study, investigate, counsel, and develop and administer a written plan for the care, preservation, pruning, planting, replanting, removal and disposition of trees and shrubs in parks, along streets or in other public areas. The plan will be presented annually to the City Council and, upon the Council's acceptance and approval, shall constitute the official comprehensive city tree plan. The Board, when requested by the City Council, shall consider, investigate, make findings, report and recommend upon any special matter or question coming within the scope of its work.

Approved as to Form	▣ _____
April 22, 2016	▣ City Attorney

ORDINANCE NO. 9583 (Cont.)

**§24-22. Organization and Meetings of Tree Board.**

The Tree Board shall choose its own officers, make its own rules and regulations and keep a journal of its proceedings. A majority of the members shall be a quorum for the transaction of business.

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

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

Enacted: April 26, 2016.

\_\_\_\_\_  
Jeremy L. Jensen, Mayor

Attest:

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



# City of Grand Island

Tuesday, April 26, 2016

Council Session

## Item F-2

**#9584 – Consideration of Amending the Salary Ordinance Relative to Community Service Officers**

Staff Contact: Aaron Schmid, Human Resources Director

# Council Agenda Memo

**From:** Aaron Schmid, Human Resources Director  
**Meeting:** April 26, 2016  
**Subject:** Salary Ordinance  
**Presenter(s):** Aaron Schmid, Human Resources Director

## Background

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

## Discussion

The proposed changes to the salary ordinance would reflect the changes to the Second Addendum of the Labor Contract between the City Of Grand Island and the International Brotherhood of Electrical Workers (IBEW) Local 1597 (Service/Clerical). Specifically, changes to the Community Service Officer (CSO) wages and uniform allowance. Additionally, the ordinance proposes a prorated uniform allowance for the CSO-Part Time classification.

The proposed changes include the following:

1. Move the position of Community Service Officer-Full Time from the non-union employee group to the IBEW-Service/Clerical labor agreement.
2. Specify Community Service Officer-Part Time in the non-union group.
3. Establish language in which employees covered by the IBEW Service/Clerical labor agreement in the Community Service Officer Full Time position shall be paid a uniform allowance at the rate of \$10.00 per pay period. Employees in the nonunion Community Service Officer Part Time position shall be paid a prorated uniform allowance based on hours worked, not to exceed \$10.00 per pay period.

## Alternatives

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

1. Move to approve
2. Refer the issue to a Committee

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

### **Recommendation**

City Administration recommends that the Council approve Salary Ordinance # 9584.

### **Sample Motion**

Move to approve Salary Ordinance #9584.

ORDINANCE NO. 9584

An ordinance to amend Ordinance 9570 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 move the position of Community Service Officer-Full Time from the non-union employee group to the IBEW-Service/Clerical labor agreement; amend the salary ranges for the non-union position of Library Page, Seasonal Worker and Temporary Worker to comply with the 2016 Nebraska minimum wage; to rename the IBEW Service Clerical position of Building Secretary to Administrative Assistant; to rename the IBEW Service Clerical position of Planning Secretary to Administrative Assistant; and to repeal those portions of Ordinance No. 9570 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:

<b>Classification</b>	<b>Hourly Pay Range Min/Max</b>	<b>Overtime Eligibility</b>
Accountant	23.5633/33.7228	Exempt
Accounting Technician – Solid Waste	19.5260/23.5936	40 hrs/week
Assistant to the City Administrator	22.9200/32.2648	Exempt
Assistant Finance Director	32.9968/47.6559	Exempt
Assistant Public Works Director / Manager of Engineering Services	34.0370/51.6755	Exempt

Approved as to Form  \_\_\_\_\_  
 City Attorney

ORDINANCE NO. 9584(Cont.)

<b>Classification</b>	<b>Hourly Pay Range Min/Max</b>	<b>Overtime Eligibility</b>
Assistant Utilities Director – Distribution	48.7903/69.3328	Exempt
Assistant Utilities Director – Production	52.8344/75.1064	Exempt
Assistant Utilities Director – Transmission	52.8344/75.1064	Exempt
Attorney	29.3208/45.2405	Exempt
Biosolids Technician	18.5804/27.3972	40 hrs/week
Building Department Director	34.3474/50.2154	Exempt
CADD Operator	21.0997/30.3529	40 hrs/week
Cemetery Superintendent	21.3846/33.6384	Exempt
City Administrator	69.4139/81.0483	Exempt
City Attorney	41.5086/59.8505	Exempt
City Clerk	28.7959/41.4076	Exempt
Civil Engineer I	28.4483/41.1268	Exempt
Civil Engineer II	32.9968/47.6559	Exempt
Civil Engineering Manager – Utility PCC	35.9394/53.7496	Exempt
Collection System Supervisor	23.5416/33.4641	40 hrs/week
Community Service Officer – <u>Part time</u>	15.0188/21.2122	40 hrs/week
Custodian – Library, Police	13.7301/19.7513	40 hrs/week
Customer Service Representative – Part time	9.0721/13.6081	40 hrs/week
Customer Service Team Leader	19.8856/27.1643	Exempt
Electric Distribution Superintendent	36.9413/50.3850	Exempt
Electric Distribution Supervisor	31.1960/42.5738	40 hrs/week
Electric Underground Superintendent	32.8985/44.8796	Exempt
Electrical Engineer I	28.4483/41.1268	Exempt
Electrical Engineer II	32.9968/47.6559	Exempt
Emergency Management Deputy Director	24.4553/36.9584	Exempt
Emergency Management Director	34.8053/52.5845	Exempt
Engineer I – Public Works	30.9998/43.6156	Exempt
Engineer I – WWTP	30.9998/43.6156	Exempt
Engineering Technician - WWTP	20.5756/29.0698	40 hrs/week
Equipment Operator - Solid Waste	17.6593/26.2408	40 hrs/week
Finance Director	40.3733/63.5433	Exempt
Finance Operations Supervisor	21.4328/30.3065	Exempt
Fire Chief	38.9843/61.0493	Exempt
Fire EMS Division Chief	34.5645/48.9259	Exempt
Fire Operations Division Chief	34.5645/48.9259	Exempt

ORDINANCE NO. 9584(Cont.)

<b>Classification</b>	<b>Hourly Pay Range Min/Max</b>	<b>Overtime Eligibility</b>
Fire Prevention Division Chief	34.4808/46.9413	Exempt
Fleet Services Shop Foreman	23.2034/34.9990	40 hrs/week
GIS Coordinator - PW	25.8244/39.2199	40 hrs/week
Golf Course Superintendent	24.8718/35.8958	Exempt
Grounds Management Crew Chief – Cemetery	19.0220/30.1640	40 hrs/week
Grounds Management Crew Chief – Parks	20.0248/30.3237	40 hrs/week
Human Resources Director	35.1215/52.0396	Exempt
Human Resources Benefits/Risk Mgmt Coordinator	20.8994/33.9014	40 hrs/week
Human Resources Recruiter	20.8994/33.9014	40 hrs/week
Human Resources Specialist	20.8994/33.9014	40 hrs/week
Information Technology Manager	34.8074/55.1841	Exempt
Legal Secretary	20.6847/27.9549	40 hrs/week
Librarian I	18.7455/26.3274	Exempt
Librarian II	20.7590/29.5255	Exempt
Library Assistant I	12.6595/18.2957	40 hrs/week
Library Assistant II	15.6447/22.1478	40 hrs/week
Library Assistant Director	31.5904/49.4024	Exempt
Library Director	39.7504/58.9620	Exempt
Library Page	9.0000/12.4159	40 hrs/week
Library Secretary	15.7519/22.3860	40 hrs/week
Maintenance Worker – Golf	15.6208/24.9970	40 hrs/week
Meter Reader Supervisor	19.2174/28.0738	Exempt
MPO Program Manager	24.7948/36.8559	Exempt
Office Manager – Police Department	17.9564/26.4955	40 hrs/week
Parks and Recreation Director	38.4511/60.0943	Exempt
Parks Superintendent	27.2713/41.6346	Exempt
Payroll Specialist	18.7997/28.1091	40 hrs/week
Planning Director	37.6723/57.6708	Exempt
Police Captain	34.9429/49.7333	Exempt
Police Chief	42.1654/61.0493	Exempt
Power Plant Maintenance Supervisor	31.5808/44.6375	Exempt
Power Plant Operations Supervisor	35.6296/50.2981	Exempt
Power Plant Superintendent – Burdick	38.2626/54.3581	Exempt
Power Plant Superintendent – PGS	44.1110/62.6376	Exempt
Public Information Officer	26.1389/39.4498	Exempt



ORDINANCE NO. 9584(Cont.)

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

A shift differential of \$0.25 per hour shall be added to the base hourly wage for persons in the employee classification Senior Public Safety Dispatcher who work any hours or portion

ORDINANCE NO. 9584(Cont.)

thereof that begins between 3:00 p.m. and 11:00 p.m. Employees who work any hours or portion thereof from 11:00 p.m. to 7:00 a.m. will receive a shift differential of \$0.25 per hour. This does not include persons who work the day shift. Shift differential will only be paid for actual hours worked. Paid leave will not qualify for the shift differential pay.

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

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

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

ORDINANCE NO. 9584(Cont.)

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

ORDINANCE NO. 9584(Cont.)

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:

<b>Classification</b>	<b>Hourly Pay Range Min/Max</b>	
Police Officer	20.3647/31.1988	
Police Sergeant	25.4884/38.2746	

OVERTIME ELIGIBILITY

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

ORDINANCE NO. 9584(Cont.)

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:

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

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

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

ORDINANCE NO. 9584(Cont.)

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:

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

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

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

<b>Classification</b>	<b>Hourly Pay Range Min/Max</b>	<b>Overtime Eligibility</b>
Accounting Technician – Streets	17.6953/23.6213	40 hrs/week

ORDINANCE NO. 9584(Cont.)

Accounts Payable Clerk	16.5436/23.9354	40 hrs/week
Administrative Assistant	17.9647/25.7664	40 hrs/week
Administrative Assistant - Parks	17.4699/24.8277	40 hrs/week
Audio Video Technician	17.9640/25.3425	40 hrs/week
Building Inspector	21.1769/30.0475	40 hrs/week
Community Development Administrator	19.5714/28.1399	40 hrs/week
Community Development Specialist	17.9647/25.7664	40 hrs/week
Computer Operator	21.6171/28.4170	40 hrs/week
<u>Community Service Officer</u>	<u>15.6690/21.3610</u>	<u>40 hrs/week</u>
Computer Programmer	23.2129/34.0191	40 hrs/week
Computer Technician	22.2655/29.2700	40 hrs/week
Crime Analyst	19.7328/28.0138	40 hrs/week
Electrical Inspector	21.1769/30.0475	40 hrs/week
Emergency Management Coordinator	17.4699/24.8277	40 hrs/week
Engineering Technician – Public Works	20.8417/29.3937	40 hrs/week
Evidence Technician	15.9999/23.4138	40 hrs/week
Finance Secretary	16.2724/23.1258	40 hrs/week
GIS Coordinator	25.2853/35.4803	40 hrs/week
Maintenance Worker I – Building, Library	16.1251/21.8229	40 hrs/week
Maintenance Worker II – Building, Police	16.9931/23.0359	40 hrs/week
Planning Technician	22.3861/31.4963	40 hrs/week
Plans Examiner	21.6952/30.7830	40 hrs/week
Plumbing Inspector	21.1769/30.0475	40 hrs/week
Police Records Clerk – Full Time	14.5968/20.3181	40 hrs/week
Public Safety Dispatcher	16.0865/23.4979	40 hrs/week
Shooting Range Operator	22.2151/30.1130	40 hrs/week
Stormwater Program Manager	21.0996/29.7575	40 hrs/week
Utility Secretary	16.2724/23.1258	40 hrs/week

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

ORDINANCE NO. 9584(Cont.)

Paid leave will not qualify for the shift differential pay. A shift differential of \$0.25 per hour shall be added to the base hourly wage for persons who work rotating shifts covered by the IBEW Utilities labor agreement in the employee classifications of Power Dispatcher I, Power Dispatcher II, Power Plant Operator, Senior Power Dispatcher and Senior Power Plant Operator.

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



ORDINANCE NO. 9584(Cont.)

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. Employees covered by the IBEW Service/Clerical labor agreement in the Community Service Officer Full Time position shall be paid a uniform allowance at the rate of \$10.00 per pay period. Employees in the nonunion Community Service Officer Part Time position shall be paid a prorated uniform allowance based on hours worked, not to exceed \$10.00 per pay period.

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

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

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

ORDINANCE NO. 9584(Cont.)

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

Utilities Department personnel in the IBEW bargaining unit and the classifications of Meter Reader Supervisor, Power Plant Superintendent, Power Plant Supervisor, Electric Distribution Superintendent, Electric Distribution Supervisor, Water Superintendent, Water Supervisor, and Electric Underground Superintendent shall be eligible to participate in a voluntary uniform program providing an allowance up to \$18.00 per month. When protective clothing is required for Utilities Department and Wastewater Treatment Plant personnel covered by the IBEW labor agreements and employees covered by the AFSCME labor agreement, except the Fleet Services Division of the Public Works Department, the City shall pay 60% of the actual cost of providing and cleaning said clothing and the employees 40% of said cost. Full-time Fleet Services personnel shall receive a uniform allowance of \$12 biweekly. Public Works Department personnel in the job classifications of Fleet Services Shop Foreman and Fleet Services Mechanic shall receive a tool allowance of \$15 biweekly. The City will reimburse 60% of the actual cost of providing up to 2 pairs of steel toe or safety toe boots that meets the ANSI standard per contract year for employees covered by the IBEW Wastewater Treatment Plant labor agreement.

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

(A) All employees covered in the IBEW Utilities labor agreements shall be paid for forty-seven percent (47%) of their accumulated medical leave at the time of their retirement, early retirement, or death, not to exceed four hundred eighty-eight and one third hours (calculated at  $47\% \times 1,039 \text{ hours} = 488.33 \text{ hours}$ ), the rate of compensation to be based on the employee's salary at the time of

ORDINANCE NO. 9584(Cont.)

retirement or death. Employees covered in the IAFF labor agreement, with the exception of Life Safety Inspector, shall have a contribution to a VEBA made on their behalf in lieu of payment for thirty-eight percent (38%) of their accumulated medical leave at the time of their retirement, not to exceed five hundred ninety-eight and eighty-eight hundredths hours (calculated at  $38\% \times 1,576 \text{ hours} = 598.88 \text{ hours}$ ). The Life Safety Inspector shall have a contribution to a VEBA made on their behalf in lieu of payment for fifty percent (50%) of their accumulated medical leave at the time of their retirement, not to exceed five hundred forty-two hours (calculated at  $50\% \times 1,084 = 542$ ). The amount of contribution will be based upon the employee's salary at the time of retirement. Employees covered by the IBEW Service/Clerical, IBEW Finance, and IBEW Wastewater Treatment Plant labor agreements shall have a contribution to a VEBA made on their behalf in lieu of payment for twenty-five percent (25%) of their accumulated medical leave at the time of retirement or death, based on the employee's salary at the time of retirement not to exceed 334.75 hours (calculated at  $25\% \times 1,339 \text{ hours} = 334.75 \text{ hours}$ .) Non-union employees shall have a contribution to a VEBA made on their behalf in lieu of payment for fifty percent (50%) of their accumulated medical leave at the time of their retirement, not to exceed five hundred forty-two hours (calculated at  $50\% \times 1,084 = 542$ ). The amount of contribution will be based upon the employee's salary at the time of retirement. Employees hired before October 1, 2014 covered by the AFSCME labor agreement shall be paid thirty-five (35%) of their accumulated medical leave bank at the time of their retirement, based on the employee's salary at the

ORDINANCE NO. 9584(Cont.)

time of retirement not to exceed four hundred sixty-eight and sixty-five hundredths hours (calculated at 35% x 1339 hours = 468.65 hours). Employees hired on or after October 1, 2014, covered by the AFSCME labor agreement will not receive compensation at retirement for unused medical leave. All employees covered under the FOP labor agreement shall be paid thirty-seven and one-half percent (37.5%) of their accumulated medical leave bank at the time of their retirement, not to exceed four hundred eighty hours (calculated at 37.5% x 1,280 hours = 480 hrs.), based on the employee's salary at the time of retirement. If death occurs while in the line of duty, employees covered under the FOP labor agreement shall be paid fifty percent (50%) of their accumulated medical leave bank at the time of their death, not to exceed six hundred forty hours (50% x 1,280 hours = 640 hrs.), based on the employee's salary at the time of their death.

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

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

SECTION 10. Non-union employees shall have a contribution made on their behalf to their VEBA account in the amount of \$30.00 per pay period. Employees represented by

ORDINANCE NO. 9584(Cont.)

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

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

SECTION 12. The adjustments identified herein shall be effective on the date of passage and publication in pamphlet form in one issue of the Grand Island Independent as provided by law ~~effective January 1, 2016. Wages for Community Service Officers covered under the IBEW Service/Clerical labor agreement shall be retroactive to the February 24, 2015.~~

SECTION 13. Those portions of Ordinance No. 9570 and all other parts of ordinances in conflict herewith be, and the same are, hereby repealed.

Enacted: April 26, 2016

\_\_\_\_\_  
Jeremy L. Jensen, Mayor

Attest:

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



# City of Grand Island

Tuesday, April 26, 2016

Council Session

## Item G-1

### Approving Minutes of April 12, 2016 City Council Regular Meeting

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING  
April 12, 2016

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 April 12, 2016. Notice of the meeting was given in *The Grand Island Independent* on April 6, 2016.

Mayor Jeremy L. Jensen called the meeting to order at 7:00 p.m. The following City Council members were present: Mitch Nickerson, Mark Stelk, Chuck Haase, Julie Hehnke, Linna Dee Donaldson, Vaughn Minton, Roger Steele, and Mike Paulick. The following City Council members were absent: Jeremy Jones and Michelle Fitzke. The following City Officials were present: City Administrator Marlan Ferguson, Assistant to the City Administrator Nicki Stoltenberg, Finance Director Renae Griffiths, City Attorney Jerry Janulewicz, and Public Works Director John Collins.

Mayor Jensen introduced Community Youth Council members Melissa Cuellar and Reid Bednar.

INVOCATION was given by Reverend Trudy Kenyon-Anderson, First Faith United Methodist Church, 4190 West Capital Avenue followed by the PLEDGE OF ALLEGIANCE.

Mayor Jensen acknowledged that City Clerk RaNae Edwards was absent and appointed Nick Stoltenberg as City Clerk Pro Tem for purposes of making a record of the proceedings of the City Council meeting.

Mayor Jensen reported that the following items were removed from the aforementioned published agenda at the request of the City Attorney:

#2016-BE-3 - Consideration of Determining Benefits for Sanitary Sewer District No. 535T, Extension of Sanitary Sewer to Serve Part Lot 1; Voss Subdivision, Lots 1 & 2 Windolph's Subdivision, and Part NW ¼ of Section 14-11-9

#2016-BE-4 - Consideration of Determining Benefits for Sanitary Sewer Dist. No. 537T, Extension of Sanitary Sewer to Serve Lots 1 & 2, TLST Spiels Subdivision & Part of the North Ten (10) Acres of the W Half of the NW Quarter (W1/2NW1/4) all In Section 10-11-9

Public Hearing on Request from La Mexicana, Inc. dba La Mexicana Market, 385 North Pine Street for a Class "D" Liquor License

#9580 - Consideration of Assessments for Sanitary Sewer District No. 535T, Extension of Sanitary Sewer to Serve Part Lot 1; Voss Subdivision, Lots 1 & 2 Windolph's Subdivision, and Part NW ¼ of Section 14-11-9 view: PDF  
2.4 MB

#9581 - Consideration of Assessments for Sanitary Sewer District No. 537T, Extension of Sanitary Sewer to Serve Lot 1 & 2, TLST Spiels Subdivision and Part of the North Ten (10) Acres of the W Half of the NW Quarter (W1/2NW1/4) All In Section 10-11-9

#2016-90 - Approving the Request from La Mexicana, Inc. dba La Mexicana Market, 385 North Pine Street for a Class "D" Liquor License and Liquor Manager Designation for Veronica Alvarez, 609 S. Stuhr Road

PRESENTATIONS AND PROCLAMATIONS:

Proclamation "Child Abuse Prevention Month" April 2016. Mayor Jensen proclaimed the month of April 2016 as "Child Abuse Prevention Month". Yolanda Nuncio was present to receive the proclamation.

Proclamation "Sexual Assault Awareness Month" April 2016. Mayor Jensen proclaimed the month of April 2016 as "Sexual Assault Awareness Month". Lex Ann Roach was present to receive the proclamation.

PUBLIC HEARINGS:

Public Hearing on Public Hearing on Request from Burtibang, LLC dba Royal Indian Cuisine, 3337 West State Street for a Class "C" Liquor License. Assistant to the City Administrator Nicki Stoltenberg reported that an application for a Class "C" Liquor License had been received from Burtiban, LLC dba Royal Indian Cuisine, 3337 West State Street. Ms. Stoltenberg presented the following exhibits for the record: application submitted to the Liquor Control Commission and received by the City on March 7, 2016; notice to the general public of date, time, and place of hearing published on April 2, 2016; notice to the applicant of date, time, and place of hearing mailed on March 7, 2016; along with Chapter 4 of the City Code. Staff recommended approval contingent upon final inspections and completion of a state approved alcohol server/seller training program. No public testimony was heard.

Public Hearing on Public Hearing on Request from Chloe Aguilar for a Conditional Use Permit for a Towing/Salvage Lot located at 4852 and 4820 East Capital Avenue. Building Department Director Craig Lewis reported that Chloe Aguilar was requesting a conditional use permit to allow for the construction and operation of a vehicle storage and salvage yard at 4820 & 4852 East Capital Avenue. The legal description of the property is lot 1 Landell Sub. and lot 1 Landell 2nd Sub., the lots are currently zoned M-2 Heavy Manufacturing and automobile wrecking and salvage yards are a listed conditional use within that zoning classification. This application was initiated by a request from the City to bring the existing Island Towing operation at 5018 S. Elk Drive into conformance with zoning regulations as it is not zoned for the continued storage of wrecked or junk vehicles. Staff recommended approval.

Jason Luebbe, 1032 N. Gunbarrel Road, Monte Stelk, 1375 N. Gunbarrel Road and Dan Lau, 2550 N. Gunbarrel Road spoke in opposition of the conditional use permit.

Chloe Aguilar, Island Towing, spoke in support of the conditional use permit. No further public testimony was heard.

Public Hearing on the Semi-Annual Report by the Grand Island Area Economic Development Corporation/Citizens Advisory Review Committee on the Economic Development Program Plan. Economic Development President Dave Taylor presented the report, which had been voted upon



to forward to the City Council for its review and acceptance at their March 3, 2016 meeting. Staff recommended approval of report.

Jeff Vinson, 1527 Stagecoach Road, Chair of the Citizens Advisory Review Committee, spoke in favor of the semi-annual report. Staff recommended approval. No public testimony was heard.

ORDINANCES:

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

#9582 - Consideration of Amending Chapter 23 of the Grand Island City Code Relative to the Occupation Tax Oversight Committee.

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.

City Attorney Jerry Janulewicz reported that the proposed ordinance would establish a five member oversight committee appointed by the mayor with council approval. The function of the committee would be to advise the public and city officials with regard to the city’s Food and Beverage Tax imposed upon persons and entities engaging in the business of providing food services, drinking places, or restaurants within the City of Grand Island, confirm that the Food and Beverage Tax revenues are accounted for in the designated special revenue funds and are being expended on eligible projects as provided by city ordinances.

Motion by Haase, seconded by Hehnke to approve Ordinance #9582 on first reading. Upon roll call vote, all voted aye. Motion adopted.

City Clerk: Ordinance #9582 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 #9582 on second and final reading. All those in favor of the passage of this ordinance on second and final reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

Mayor Jensen: By reason of the roll call votes on first reading and then upon second and final readings, Ordinance #9582 is declared to be lawfully adopted upon publication as required by law.

CONSENT AGENDA: Resolutions G-11 (#2016-85) and G-13 (#2016-87) were pulled from the agenda for further discussion. Motion by Paulick, second by Steele to approve the Consent Agenda excluding items G-11 and G-13. Upon roll call vote, all voted aye. Motion adopted.

Approving Minutes of March 22, 2016 City Council Regular Meeting.

#2016-76 - Approving the Request from Burtibang, LLC dba Royal Indian Cuisine, 3337 West State Street for a Class "C" Liquor License and Liquor Manager Designation for Lok Chhantyal, 1113 College Street.

#2016-77 - Approving Bid Award - Rogers Reservoir I Interior Painting with Allen Blasting & Coating, Inc., of Burlington, Iowa in the amount of \$292,813.00.

#2016-78 - Approving Purchase of a 2016 Ford F-150 for the Utilities Department, Water Division (#90) from the State Bid Contract #14365 OC with Anderson Auto Group of Lincoln, Nebraska in the amount of \$27,763.00.

#2016-79 - Approving Purchase of a 2016 Ford F-250 for the Utilities Department, Water Division (#924), from the State Bid Contract #14333 OC with Anderson Auto Group of Lincoln, Nebraska in the amount of \$28,401.00.

#2016-80 - Approving GeoComm 911 GIS Maintenance Contract Renewal with GeoComm GIS Maintenance Contract for services provided from May 1, 2016 to April 20, 2021 in the amount of \$35,962.00.

#2016-81 - Approving High Intensity Drug Trafficking Area (HIDTA) Grant Funding in the amount of \$54,992.00.

#2016-82 - Approving Amendment No. 1 to Agreement for Asset Management Implementation Assistance for the Grand Island Wastewater Division to Black & Veatch Corporation of Kansas City, Missouri in the amount of \$367,700.00.

#2016-83 - Approving Change Order No. 1 for Hall County SID No. 2 Sanitary Sewer Improvements – 2014 to Myers Construction, Inc. of Broken Bow, Nebraska in the amount of \$47,018.75.

#2016-84 - Approving Letter of Credit for Employer's Mutual Casualty Company (EMC) Insurance Reserve from Cornerstone Bank in the amount of \$800,000.

#2016-85 - Approving Letter of Credit for Southwest Power Pool, Inc. from Wells Fargo Bank in the amount of \$2,000,000.

Motion by Haase, second by Hehnke to approve. Upon roll call vote, all voted aye. Motion adopted.

#2016-86 - Approving Addendum #1 for Website Development with Vision Internet, Santa Monica, California in the amount of \$12,000.00.

#2016-87 – Approving Interlocal Agreement with Hall County for Public Transportation.

Gary Quandt, 609 W 14th Street, spoke on behalf of the Hall County Board of Supervisors.

Motion by Donaldson, second by Haase to approve. Upon roll call vote, all voted aye. Motion adopted.

#2016-88 - Approving Proposal Award for Professional Services for Geotechnical Evaluation of Downtown Parking Lots to Olsson Associates of Grand Island, Nebraska in the amount of \$38,900.00.

REQUESTS AND REFERRALS:

Consideration of Request from Chloe Aguilar for a Conditional Use Permit for a Towing/Salvage Lot located at 4852 and 4820 East Capital Avenue. Building Department Director Craig Lewis presented this item as it is related to the aforementioned Public Hearing.

Discussion was held between Council, Mr. Lewis regarding the possibility of placing conditions or restrictions to the permit. There was concern from neighboring property owners and from council regarding the possibility of contamination.

Motion by Donaldson, second by Minton to approve.

Motion by Haase, second by Nickerson to amend the motion to require vehicles be drained before entering the property. Upon roll call vote, Councilmembers Steele, Donaldson, Haase, Stelk, Nickerson and Mayor Jensen voted aye. Councilmembers Paulick, Minton, Hehnke voted no. Motion adopted.

Motion by Stelk, second by Haase to add a condition of only “storage”, not “salvage” to the motion. Upon roll call vote, Councilmembers Steele, Donaldson, Haase, Stelk, Nickerson and Mayor Jensen voted aye. Councilmembers Paulick, Minton, Hehnke voted no. Motion adopted.

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

RESOLUTIONS:

#2016-89 - Consideration of Approving the Semi-Annual Report by the Grand Island Area Economic Development Corporation/Citizens Advisory Review Committee on the Economic Development Program Plan. This item is related to the aforementioned Public Hearing.

Motion by Stelk, second by Steele to approve Resolution #2016-89. Upon roll call vote, all voted aye. Motion adopted.

PAYMENT OF CLAIMS:

Motion by Donaldson, second by Hehnke to approve the claims for the period of March 23, 2016 through April 12, 2016 for a total amount of \$4,900,707.77. Unanimously approved.

ADJOURNMENT: The meeting was adjourned at 9:02 p.m.

Nicki Stoltenberg  
City Clerk Pro Tem



# City of Grand Island

Tuesday, April 26, 2016

Council Session

## Item G-2

**Approving Minutes of April 19, 2016 City Council Study Session**

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL STUDY SESSION

April 19, 2016

Pursuant to due call and notice thereof, a Study Session 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 April 19, 2016. Notice of the meeting was given in the *Grand Island Independent* on April 13, 2016.

Mayor Jeremy L. Jensen called the meeting to order at 7:00 p.m. The following Councilmembers were present: Mitch Nickerson, Jeremy Jones, Chuck Haase, Julie Hehnke, Linna Dee Donaldson, Michelle Fitzke, Vaughn Minton, Roger Steele, and Mike Paulick. Councilmember Mark Stelk was absent. The following City Officials were present: City Administrator Marlan Ferguson, City Clerk RaNae Edwards, Finance Director Renae Griffiths, City Attorney Jerry Janulewicz, and Public Works Director John Collins.

Mayor Jensen introduced Community Youth Council members Maricela Paramo and Perla Alarcon.

INVOCATION was given by Community Youth Council member Maricela Paramo followed by the PLEDGE OF ALLEGIANCE.

SPECIAL ITEMS:

Discussion of Proposed FY 17 Budget Schedule and High Level Review of 5 Year Projection on General Fund. Mayor Jensen stated tonight was the first step in the budget process which would include the next 5 years. Estimates had been compiled as a starting point with the input of Department Directors and future decisions would be made by the Council.

City Administrator Marlan Ferguson commented that tonight's goal was to establish an agenda for the 2017 budget. He stated 40% or \$16 million revenue was from sales tax and 20% from property tax. Personnel costs were the largest part of the budget and would increase over the next 5 years.

Finance Director Renae Griffiths stated as of March 31, 2016 we were at the halfway point of the FY16 budget. This Study Session was for the discussion and instruction to staff on the budget schedule along with a 5 year projection based on the FY16 budget.

The week of May 16<sup>th</sup> would allow the sub-committee to discuss revenue assumptions and the fee schedule. On May 24 they would provide revenue projections for council discussion and instruction to staff along with approving the fee schedule.

On June 21 there would be a Study Session for the general fund expenses and capital requests in the general fund along with discussion on the 400 fund. July 19 would be a Study Session for cleanup of outstanding items in the general fund and review of the enterprise funds.

The July 26 Council meeting would include approving the BID budgets and setting Board of Equalization meeting date. On August 9 the Council would set September 13, 2016 as the date for the budget public hearing.

August 16 would be a Study Session for outstanding items from the July 19 meeting. August 20 the County would certify the valuation. September 13 the Council would hold the public hearing for the budget and approve the salary ordinance. September 20 the budget would be due to the State and County.

Ms. Griffiths presented a 5 year projection of the General Fund. If everything stayed the same over the next 5 years there would be a \$20 million shortfall. The Food and Beverage Tax, if passed would cover the State Fair match in the amount of \$400,000 otherwise it would come out of the General Fund.

The current figures did not include any new FTE's. Discussion was held regarding restricting the budget, cutting services, and personnel costs. Mayor Jensen commented on the possibility of increasing revenues through sales tax and possible fee increases.

Comments were made regarding the long term picture of both revenues and expenses. Ms. Griffiths stated the department directors had been working on their priority list for projects. Comments were made regarding the importance of the continuance of the Food and Beverage Tax which would impact the budget.

ADJOURNMENT: The meeting was adjourned at 7:36 p.m.

RaNae Edwards  
City Clerk



# **City of Grand Island**

**Tuesday, April 26, 2016**

**Council Session**

## **Item G-3**

**Receipt of Official Documents – Pawnbroker’s Official Bonds for  
G.I. Loan Shop, 1004 West 2nd Street and Express Pawn, 645  
South Locust Street**

**Staff Contact: RaNae Edwards**

# **Council Agenda Memo**

**From:** RaNae Edwards, City Clerk  
**Meeting:** April 26, 2016  
**Subject:** Approving Renewal of Pawnbrokers Official Bond  
**Presenter(s):** RaNae Edwards, City Clerk

## **Background**

Chapter 25 of the Grand Island City Code requires that all persons who shall engage in the business of pawnbroker are required to make application to the Mayor and City Council. Along with the application and fee, a bond is required which is to be approved by the Mayor and City Council. Each license expires on April 30th of each year and must be renewed prior to that date.

## **Discussion**

G.I. Loan Shop, 1004 West Second Street and Express Pawn, 645 South Locust Street has submitted their application, fee, and bond for renewal of their pawnbroker's license. (See attached)

## **Alternatives**

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

1. Move to approve the renewals
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 application and bond for renewal of pawnbroker's license.

## **Sample Motion**

Move to approve the renewal applications and bonds for G.I. Loan Shop, 1004 West 2<sup>nd</sup> Street and Express Pawn, 645 South Locust Street.





### Pawnbroker's License Application

Business Owner Name: Darlo Beazley  
Business Owner Address: 1810 Hwy 58 Dannebrog Ne 68831  
Business Manager Name: Patricia Beazley  
Business Manager Address: 1810 Hwy 58 Dannebrog Ne 68831  
Business Street Address: 1004 W 2<sup>nd</sup> Grand Island Ne 68801  
Telephone: <sup>308</sup>-382-9573

Location of storage of goods if kept at location other than business location:

—

List all criminal convictions (except minor traffic infractions) of owner, manager, or all officers and shareholders (if applicant if a corporation):

Offense	Location of Court	Conviction Date
_____	_____	_____
_____	_____	_____
_____	_____	_____

If additional space is required, continue on back of the application.

#### Additional Documents Required:

1. All applicants must include bond to the City of Grand Island in the sum of \$5,000 with the application.
2. All corporate applicants must attach a copy of Articles of Incorporation and list of officers/shareholders.

All licenses expire on April 30<sup>th</sup> of each year. The City of Grand Island requires payment of an occupation tax in the amount of \$100.00 when the license is issued as well as a license fee in the amount of \$100.00 for a total of \$200.00.

**All licenses are subject to approval and issuance by the City Council. Be sure you are familiar with the City Code and State Statutes pertaining to pawnbrokers.**



Nationwide Mutual Insurance Company  
Bond Department  
1100 Locust, Department 2006  
Des Moines, IA 50391-2006

**Bond Continuation Certificate**

Nationwide Mutual Insurance Company, hereinafter called Company, in consideration of an Agreed Premium hereby continues in force Bond Number 7900369972

**Bond Description** Pawn Broker

in the sum of \$ 5,000.00

**on behalf of** G I Loan Shop, Inc.  
1004 W 2nd  
Grand Island NE 68802

**in favor of** City of Grand Island

**for the extended term beginning 12:00:00 a.m.** May 1, 2016

**and ending 11:59:59 p.m.** April 30, 2017

**subject to all terms, conditions and limitations contained in the original bond.**

**This continuation certificate is executed upon the express condition that the Company's liability under the bond and all continuation certificates issued shall not be cumulative and shall in no event exceed in the aggregate the largest single amount stated on the original bond, any rider attached thereto, of any continuation certificate.**

**SIGNED, SEALED AND DATED** 5 / 1 / 2016

**NATIONWIDE MUTUAL INSURANCE COMPANY**

By: 



**Stephen S. Rasmussen, President**

Continuation Certificate  
The Original Certificate is to be filed with the Obligee Named.



**Pawnbroker's License Application**

Business Owner Name: Express Pawn, Inc.

Business Owner Address: 11550 I St, Ste 150 Omaha NE 68137

Business Manager Name: Brian Cheney

Business Manager Address: 11550 I St, Ste 150 Omaha, NE 68137

Business Street Address: 645 South Locust St. Grand Island, NE 68801

Telephone: 402-551-8888

Location of storage of goods if kept at location other than business location:

N/A

List all criminal convictions (except minor traffic infractions) of owner, manager, or all officers and shareholders (if applicant if a corporation):

Offense	Location of Court	Conviction Date
<u>N/A</u>		

If additional space is required, continue on back of the application.

**Additional Documents Required:**

1. All applicants must include bond to the City of Grand Island in the sum of \$5,000 with the application.
2. All corporate applicants must attach a copy of Articles of Incorporation and list of officers/shareholders.

All licenses expire on April 30<sup>th</sup> of each year. The City of Grand Island requires payment of an occupation tax in the amount of \$100.00 when the license is issued as well as a license fee in the amount of \$100.00 for a total of \$200.00.

**All licenses are subject to approval and issuance by the City Council. Be sure you are familiar with the City Code and State Statutes pertaining to pawnbrokers.**

Old Republic Surety Company  
PO Box 1635  
Milwaukee, WI 53201-1635



### CONTINUATION CERTIFICATE

BOND NUMBER	BOND DESCRIPTION	BOND AMOUNT	EFFECTIVE DATE	EXPIRATION DATE
W150105461	Pawnbroker's License	5,000.00	09/20/2014	09/20/2017

**PRINCIPAL**

Express Pawn, Inc. D/B/A Express Pawn  
645 South Locust  
  
Grand Island, NE 68801

**OBLIGEE**

City of Grand Island  
100 East 1st Street  
  
Grand Island, NE 68801

**ORIGINAL FOR BOND RENEWAL**

~~THIS BOND CONTINUES IN FORCE TO THE ABOVE EXPIRATION DATE CONDITIONED AND PROVIDED THAT THE LOSSES OR RECOVERIES ON IT AND ANY AND ALL ENDORSEMENTS SHALL NEVER EXCEED THE PENALTY SET FORTH IN THE BOND AND WHETHER THE LOSSES OR RECOVERIES ARE WITHIN THE FIRST AND/OR SUBSEQUENT OR WITHIN ANY EXTENSION OR RENEWAL PERIOD, PRESENT, PAST OR FUTURE. ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.~~

SIGNED AND DATED THIS 17th DAY OF June 2014

0405437  
ELLERBROCK-NORRIS, INC.  
2203 OSBORNE DRIVE WEST  
P O BOX 816  
HASTINGS, NE 68901

Old Republic Surety Company

SURETY



By Phillip M. Johnson  
ATTORNEY-IN-FACT

ORSC 2254 (8/94)



# **City of Grand Island**

**Tuesday, April 26, 2016**

**Council Session**

## **Item G-4**

**Approving Liquor Manager Designation for Susan Henk, 505 West Highway 34 for Godfather's Pizza, 1916 South Locust Street**

**Staff Contact: RaNae Edwards**

# **Council Agenda Memo**

**From:** RaNae Edwards, City Clerk

**Meeting:** April 26, 2016

**Subject:** Request from Susan Henk, 505 West Highway 34 for Liquor Manager Designation with Godfather's Pizza, 1916 South Locust Street

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

## **Background**

Susan Henk, 505 West Highway 34 has submitted an application with the City Clerk's Office for Liquor Manager Designation in conjunction with Godfather's Pizza, 1916 South Locust Street.

This application has been reviewed by the Police Department and City Clerk's Office.

## **Discussion**

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

## **Alternatives**

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

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

## **Recommendation**

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

## **Sample Motion**

Move to approve the request from Susan Henk, 505 West Highway 34 for Liquor Manager Designation in conjunction with the Class "A-12626" Liquor License for Godfather's Pizza, 1916 South Locust Street contingent upon completion of a state approved alcohol server/seller training program.

04/12/16  
450  
12:23  
1

Grand Island Police Department

LAW INCIDENT TABLE

Page:

```

City : Grand Island
Occurred after : **:**:** **/**/****
Occurred before : **:**:** **/**/****
When reported : 11:46:00 03/29/2016
Date disposition declared : 03/29/2016
Incident number : L16033155
Primary incident number :
Incident nature : Liquor Lic Inv Liquor Lic Inv
Incident address : 1916 Locust St S
State abbreviation : NE
ZIP Code : 68801
Contact or caller :
Complainant name number :
Area location code : PCID Police - CID
Received by : Vitera D
How received :
Agency code : GIPD GIPD Grand Island Police Dept
Responsible officer : Vitera D
Offense as Taken :
Offense as Observed :
Disposition : ACT Active
Misc. number : RaNae
Geobase address ID : 13987
Long-term call ID :
Clearance Code : CL CL Case Closed
Judicial Status :

```

=====

INVOLVEMENTS:

Px	Record #	Date	Description	Relationship
NM	35461	04/12/16	Henk, Mark L	Susan's Spouse
NM	90486	04/12/16	Henk, Susan J	Liquor Manager
NM	53418	03/30/16	Godfathers Pizza,	Business

Involved

LAW INCIDENT CIRCUMSTANCES:

```

Se Circu Circumstance code      Miscellaneous
-- -----
1  LT21  LT21 Restaurant

```

LAW INCIDENT NARRATIVE:

Liquor License Investigation

Susan Henk is applying to be the liquor manager at Godfather's Pizza.  
~----- (lwmain11085903302016)~



04/12/16  
450  
12:23  
2

Grand Island Police Department

LAW INCIDENT TABLE

Page:

LAW INCIDENT RESPONDERS DETAIL:

Se Responding offi Unit n Unit number

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1 Vitera D 318 Vitera D

LAW SUPPLEMENTAL NARRATIVE:

Seq Name Date

-----

Grand Island Police Department  
Supplemental Report

Date, Time: Tue Apr 12 09:42:41 CDT 2016  
Reporting Officer: Vitera  
Unit- CID

Susan Henk is applying to be the liquor manager at Godfather's Pizza. According to her application, Susan is married to Mark Henk. Mark did not fill out a Spousal Affidavit of Non-Participation form. Susan has lived in Grand Island since 1978, and Mark has lived in Grand Island since 1992. Susan and Mark did not disclose any criminal convictions. Susan also stated on the application that neither she nor Mark have ever applied for or had a liquor license.

I checked Susan and Mark through Spillman and NCJIS. It looks like Susan was issued a speeding ticket in 2005 according to Spillman. Spillman doesn't show any violations for Mark. However, Mark has eleven traffic convictions listed in NCJIS between 1999 and 2016. He also has a conviction for "possession of a radar device" which is a Class 3 Misdemeanor. Susan doesn't have any convictions listed in NCJIS.

I looked Susan and Mark up in an online law enforcement-only database which mostly provides personal identifying information and information on civil issues. I didn't find anything out of the ordinary on either one of them. I also did a general Internet search and found a Facebook page for "Susie Torpin Henk." The public portion just has a couple of photographs. Susie Henk is also on Pinterest. I didn't dig any deeper than that. I also found a Facebook page for Mark, but it didn't have much information.

I checked Susan and Mark to verify the status of their driver's license and see if either one of them had any outstanding arrest warrants. It appears that they each have a valid Nebraska driver's license and no outstanding arrest warrants for either of them.

I also checked the NLCC's web site for Godfather's Pizza in Grand Island. Mark Henk is listed as the President and CEO of the corporation. They currently have a Class A Retail Liquor License which explains why Mark didn't fill out a Spousal Affidavit of Non-Participation form. However, it doesn't explain why Susan checked the box on the application which says she and Mark have never had a liquor license before.

I called Susan on 4/12/16 and spoke to her about her application. Susan acknowledged that Mark has had several speeding tickets. She went on to say that she thought the application was mostly about her. When I told Susan she should have disclosed Mark's traffic convictions and the fact that Mark currently has a liquor license at Godfather's, she said that she doesn't read things very well and tends to skim.

Regardless of the reasons for filling out part of the application incorrectly, Mark's traffic convictions, while fairly numerous, aren't that serious. It's also public knowledge that Mark is half owner of Godfather's, and they have a liquor license. All in all, Susan has a very clean record, and the Grand Island Police Department has no objection to her becoming the liquor manager at Godfather's Pizza.



# City of Grand Island

Tuesday, April 26, 2016

Council Session

## Item G-5

**#2016-91 - Approving Request from Fuji Steakhouse, Inc. dba Fuji Japanese Steakhouse, 1004 N Diers Avenue, Suite 200 for a Class “I” Liquor License and Liquor Manager Designation for Xin K. Lin, 1205 Cedar Ridge Cour, Apt. B16**

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

Staff Contact: RaNae Edwards

RESOLUTION 2016-91

WHEREAS, an application was filed by Fuji Steakhouse, Inc., doing business as Fuji Japanese Steakhouse, 1004 N Diers Avenue, Suite 200 for a Class "I" Liquor License; and

WHEREAS, a public hearing notice was published in the *Grand Island Independent* as required by state law on April 16, 2016; such publication cost being \$16.77; and

WHEREAS, a public hearing was held on April 26, 2016 for the purpose of discussing such liquor license application.

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

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

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

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

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_ The City of Grand Island hereby recommends approval of Xin K. Lin, 1205 Cedar Ridge Court, Apt. B16 as liquor manager of such business contingent upon completion of a state approved alcohol server/seller training program.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 26, 2016.

\_\_\_\_\_  
Jeremy L. Jensen, Mayor

Attest:

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

Approved as to Form    ☐ \_\_\_\_\_  
April 22, 2016            ☐ City Attorney



# City of Grand Island

Tuesday, April 26, 2016

Council Session

## Item G-6

**#2016-92 - Approving Citizen Participation Plan for Community Development Block Grant Program**

Staff Contact: Charley Falmlen

# Council Agenda Memo

**From:** Charley Falmlen, Community Development

**Meeting:** April 26, 2016

**Subject:** Citizen Participation Plan for Community Development Block Grant

**Presenter(s):** Charley Falmlen, Community Development

## Background

The United States Department of Housing and Urban Development requires that all communities that receive Community Development Block Grant (CDBG) funds adopt a Citizen Participation Plan. This plan sets forth how citizens, especially lower income and/or disabled persons, are to be provided with opportunities to participate in the planning, implementation and assessment of the CDBG programs.

The last update to the Citizen Participation Plan was on March 25, 2014. At the time of that update, the City was still planning on receiving CDBG funds through the State of Nebraska. On August 25, 2015, the City chose to become an Entitlement Community. With this decision, the City of Grand Island became subject to the requirements of the Department of Housing and Urban Development (HUD), instead of the State of Nebraska. Part of these change in requirements include a new format for the Citizen Participation Plan.

As required by HUD, the City has created a new version of the Citizen Participation Plan and left it open to public comment for 15 days. The public hearing was held on April 5, 2016. No comments were recorded and none will be submitted.

## Discussion

At this time it is requested that Council approve adopting the updated Citizen Participation Plan.

## Alternatives

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

1. Move to approve the Citizen Participation Plan
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 Citizen Participation Plan.

### **Sample Motion**

Move to approve the Citizen Participation Plan and authorize the Mayor to sign all related documents.

# City of Grand Island Citizen Participation Plan

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## Introduction

The City of Grand Island has established a Citizen Participation Plan to provide opportunities for citizen involvement in the process of developing and implementing the Community Development Block Grant (CDBG) Program and other programs administered by the U. S. Department of Housing and Urban Development (HUD). This Citizen Participation Plan outlines when, where and how citizens can access information, review and comment on major community plans, and comment on progress of funded activities under these programs. The primary planning document for any of the CDBG-assisted program is the City of Grand Island's Consolidated Plan, which is developed every three to five years to serve as a guide for strategic actions to enhance the City's housing and community development assets. Other major documents related to the Consolidated Plan and covered by this Citizen Participation Plan are the Fair Housing Plan - which describes how the City will be affirmatively furthering Fair Housing, an Annual Action Plan - which describes the specific actions and project activities the City will carry out with the funds and the Consolidated Annual Performance & Evaluation Report (CAPER) - an annual evaluation of progress in implementing program activities.

## Encouraging Public Participation

The City of Grand Island welcomes and encourages the participation of all of its citizens in the development of these plans and in the review of progress in implementing plan activities. The City particularly encourages involvement by low and moderate income households, individuals residing in areas targeted for program activities, minorities and non-English speaking persons, as well as persons with disabilities. In addition, residents of public housing and other assisted housing groups are encouraged to participate. Finally, we encourage local and regional institutions and other organizations including businesses, neighborhood associations, housing developers including the Hall County Housing Authority, and community and faith-based organizations to become involved in the planning process. Opportunities for citizen involvement occur in the initial stages of developing the long range plan and the annual plan as well as during the implementation of activities.

These opportunities include:

- Participation in public hearings to discuss needs, available funds and project/program activities
- Participation in meetings with committees and focus groups involved in planning housing and community development activities
- Review and comment on proposed plans and activities such as:
  - The Fair Housing Plan
  - The Citizen Participation Plan
  - The Consolidated Plan
  - The Annual Action Plans
  - Amendments to the Plans



- Consolidated Annual Performance Reports (CAPERs)

Anyone who wishes to be informed of the time/place of meetings and opportunities, to review documents or who wishes to learn more about activities may ask to be placed on mailing and/or e-mail lists of interested citizens by contacting the City of Grand Island Community Development Division, City of Grand Island 100 E. 1<sup>st</sup>, Grand Island, NE 68801 or mailing address P.O. Box 1968, Grand Island, NE 68802. Direct communication to Community Development Division at (308) 389-0288 or sign up for emails by visiting [www.grand-island.com](http://www.grand-island.com) and selecting to receive “Community Development” e-Notices

## **Public Hearings**

During the process of developing the Consolidated Plan and Annual Action Plan, City staff meets with community groups, organizations and persons interested in housing and community development activities to discuss community needs and to provide information on CDBG and other HUD Programs.

### ***Purpose of the Public Hearings***

A minimum of two Public Hearings will be held during the year to obtain the comments of citizens and representatives of public agencies, non-profit organizations and other interested parties. The Hearings provide opportunities to obtain the views of citizens on housing and community development needs, provide information on the amount of funds available (and the purpose for which they can be used), discuss proposed activities and review program performance over the previous year.

All oral and written comments received at the Hearings will be considered in decisions on the HUD-assisted programs and their planning documents. A summary of the City’s response to comments made in the Consolidated Planning process will be provided in the Appendix of the Plan submitted to HUD. At least one of the Hearings will be held prior to publishing the draft plan for public comment.

### ***Location of Hearings***

The location and timing of the Hearings will ensure maximum opportunities for citizens to participate. Hearings will be conducted in buildings that are accessible to persons with physical disabilities. Location of the hearings will be provided in all announcements and advertisements. Entrance to the Hearings is accessible to persons with physical disabilities.

### ***Expanding Opportunities for All to Participate at Hearings***

The City encourages all citizens to attend and participate in the hearings. A special effort will be made to ensure that low and moderate income persons, households in areas assisted by program activities and persons special needs have opportunities to participate. The City will provide translators for Non-English speaking persons who request assistance at least 3 days prior to the Hearing or other meetings in the planning process. Persons who need auxiliary aids or other

assistance to be able to fully participate may request assistance at least 3 days in advance of the Hearing or meeting. Persons seeking all such assistance should contact the City Clerk at (308) 385-5444, Ext. 111 to make arrangements.

### ***Notification of Hearing Dates and Locations***

Notices of the location and timing of the hearings will be placed in The Grand Island Independent newspaper in English, with directions for translation in Spanish, at least 14 days prior to the Hearing. Notice will also be sent to interested citizen via the email list generated by the “Community Development” E –Notice list.

## **Public Comment on Proposed Plans and Reports**

Outside of the Public Hearing Process, opportunities to comment on proposed plans and other documents are available to the general public and other persons affected by the activities of the programs. A notice will be published in The Grand Island Independent in English, with directions for translation in Spanish, providing 30 calendar days for the public to comment on the Citizen Participation Plan, Consolidated Plan, Annual Action Plan, Plan Amendments and the Consolidated Annual Performance & Evaluation Report. Comments may be sent in writing to the Community Development Division, City of Grand Island PO Box 1968, Grand Island, NE 68802 or by direct communication to Community Development Division at (308) 389-0288. A summary of comments received on the Consolidated Plan, Annual Action Plan, CAPERs and any Amendments will be considered by the City and attached to the document (along with City comments responding to the views) when submitted to HUD.

These documents available for public comment are briefly described as follows:

### ***Citizen Participation Plan***

The City of Grand Island Citizen Participation Plan outlines the steps the City will take to provide citizens with opportunities for input into the development of plans and to comment on performance of assisted activities.

### ***Consolidated Plan***

The City of Grand Island Consolidated Plan is a long-range strategic plan that assesses community needs, establishes priority objectives and outlines strategies the City will pursue over a 3 to 5 year period to improve the City’s housing and community development assets principally benefiting low and moderate income persons.

### ***Annual Action Plans***

Each year, the City is required to prepare an Annual Action Plan for submission to HUD that outlines the programs and activities the City will undertake in the coming year to implement the strategies of the Consolidated Plan. The Annual Plans also describe how the CDBG funds will be used over the course of the year.

### ***Consolidated Annual Performance & Evaluation Reports (CAPERs)***

Each year, the City prepares a description of how the CDBG funds were used over the prior program year and describes progress on other non-funded activities of the Consolidated Plan.

### ***Amendments***

From time to time, amendments to the plans will be necessary as conditions change. Amendments of a minor nature will be made as needed throughout the year. However, the public will be invited to review and comment on substantial amendments to adopted plans. The City will consider all comments received in writing or orally at the Public Hearings and will provide a summary of the comments and the City's response (and, if applicable, the reasons the comment was not accepted) to HUD with their request for a substantial amendment. The definition of a "substantial amendment" to the Consolidated and Annual Action Plans is defined as:

#### ***Change in budget***

- Project Budgets of more than \$25,000
  - An increase or decrease in the budget of more than 25% (unless the decrease is caused by a budget under run).
- Project Budgets of less than \$25,000
  - An increase or decrease of 50% of the budgeted amount (unless the decrease is caused by a budget under run).

#### ***Change in Use***

- If there is a change to a goal or objective in the Consolidated Plan.
- If funds change from one eligible activity to another in the Annual Action Plan.

#### ***Change in Beneficiaries***

- An increase or decrease in the low-to-moderate income beneficiaries of more than 25% for all projects

### ***Access to Information and Availability of Plan Documents***

The City will provide citizens, public agencies and other interested parties reasonable and timely access to information and records on the adopted Fair Housing Plan, Consolidated Plan, Annual Action Plan, Citizen Participation Plan and CAPER as well as any amendments to those documents. In addition, reasonable accommodation will be made for non-English speaking persons and persons with disabilities who need assistance with documents or program information. These adopted documents and information on the use of funds and other program information will be available at the Community Development Division; City of Grand Island 100 E. 1<sup>st</sup> Street, Grand Island, NE 68801, an appointment for picking up documents to view can be made by contacting the Community Development Division at (308) 389-0288. A reasonable number of free copies of these documents are available upon request at City Hall through the Community Development Division's office. All of these documents will also be available on the City of Grand Island's website, under the Community Development Division section. All materials discussed above will be kept on record in the Community Development Division office and displayed on the City of Grand Island's website for 5 years after adoption.

## **Technical Assistance**

The City will provide technical assistance to groups representing low- and moderate income persons to assist them in understanding the requirements for developing proposals for funding assistance under CDBG. Technical assistance may include referral to information sources, providing information on programs and activities, and one-on-one project reviews.

In addition to the translation efforts listed above related to Public Hearings and Public Notices, the City of Grand Island also offers free translation of all of their website information in 104 languages. The Community Development Division also makes CDBG all public notices available in Spanish on their website. All postings of the public notices include directions in Spanish on where to view the translation.

## **Complaints and Grievances**

Complaints concerning the Fair Housing Plan, Consolidated Plan, Annual Plan or CAPER may be submitted in writing to the Community Development Division, City of Grand Island PO Box 1968, Grand Island, NE 68802 or direct communication to Community Development Division at (308) 389-0288. Phone communication is allowed; however, all complaints must be eventually submitted in writing and will be responded to in writing within 15 working days of receiving the complaint in writing. Persons not satisfied with the response may write an appeal of the decision and request a review of the complaint by the City of Grand Island's Regional Planning Department Director at the above address. A written response from the City conveying the results of the review to the complainant will be made in writing within 15 working days. All decisions will be final.

## **Anti-displacement and Relocation Assistance Plan**

The City has an Anti-displacement and Relocation Assistance Plan to minimize the displacement of persons as a result of program activities and to assist any persons actually displaced. The policy is to discourage displacement unless it is clearly necessary to achieve the Plan's objectives and to minimize the adverse impacts of the displacement. In the event that displacement is unavoidable, displaced persons will receive the full benefits and assistance provided for under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended and HUD regulations. Additional information on the services available to individuals displaced by the City of Grand Island is available by contacting the Community Development Division, City of Grand Island PO Box 1968, Grand Island, NE 68802 or direct communication to Community Development Division at (308) 389-0288.

RESOLUTION 2016-92

WHEREAS, on March 25, 2014, the City of Grand Island approved and adopted the existing Citizen Participation Plan to comply with the citizen participation requirements of the Community Development Block Grant program as per the State of Nebraska's requirements; and

WHEREAS, on August 25, 2015, the City of Grand Island became an Entitlement Community ; and

WHEREAS, the Entitlement Community model requires a different set of criteria regarding the Citizen Participation Plan than the State of Nebraska's CDBG model; and

WHEREAS, the Community Development Department created a new Citizen Participation Plan to serve under the Entitlement Program; and

WHEREAS, the public hearing on April 5, 2015 offered the public an opportunity to make comments on the plan.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA that the City of Grand Island, Nebraska is hereby approves and adopts the revised Citizen Participation Plan; and the Mayor is hereby authorized and such plan on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 26, 2016.

\_\_\_\_\_  
Jeremy L. Jensen, Mayor

Attest:

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

Approved as to Form	☒ _____
April 22, 2016	☒ City Attorney



# City of Grand Island

Tuesday, April 26, 2016

Council Session

## Item G-7

**#2016-93 - Approving Traffic Restriction along Sky Park Road  
from Airport Road to Abbott Road**

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

# Council Agenda Memo

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

**Meeting:** April 26, 2016

**Subject:** Approving Traffic Restriction along Sky Park Road from Airport Road to Abbott Road

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

## Background

Council action is required to designate traffic restrictions on any public street.

The Hall County Airport Authority Executive Director inquired through the Public Works Department about putting traffic restrictions on Sky Park Road due to the large increase in vehicular and pedestrian traffic at the airport.

## Discussion

Upon review of Sky Park Road near the airport it is the consensus of City officials to extend the traffic restriction zone from Airport Road to Abbott Road. Both safety and security would be enhanced; as this section of roadway is rural and has a speed limit of 45 miles per hour with no shoulders. It is recommended that Sky Park Road from Airport Road to Abbott Road be restricted to no parking, standing, or stopping at any time.

A sketch of this section of roadway is attached for reference.

## Alternatives

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

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

## **Recommendation**

City Administration recommends that the Council approve a resolution designating Sky Park Road from Airport Road to Abbott Road be restricted to no parking, standing, or stopping at any time.

## **Sample Motion**

Move to approve the resolution.





SKY PARK ROAD TRAFFIC RESTRICTION  
NO PARKING, NO STANDING, NO STOPPING ANYTIME

NEBRASKA LAW  
ENFORCEMENT  
TRAINING CENTER

CENTRAL NEBRASKA  
REGIONAL AIRPORT

CITY OF  
**GRAND ISLAND**  
PUBLIC WORKS DEPARTMENT

SCALE: 1" = 1000'  
DATE: APRIL 2016  
DRAWN BY: M. SOTO  
APPVD. BY: PUBLIC WORKS



SKY PARK ROAD TRAFFIC RESTRICTION

RESOLUTION 2016-93

WHEREAS, the City Council, by authority of §22-77 of the Grand Island City Code, may by resolution, entirely prohibit or fix a time limit for the parking and stopping of vehicles in or on any public street, public property, or portion thereof; and

WHEREAS, the Public Works Department is requesting that Sky Park Road from Airport Road to Abbott Road be restricted to no parking, standing, or stopping at any time; and

WHEREAS, it is recommended that such traffic restriction request be approved.

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

1. A No Parking, Standing, or Stopping at any time restriction, is hereby designated along Sky Park Road from Airport Road to Abbott Road; and
2. The City's Street Division of the Public Works Department shall erect and maintain the signs necessary to effect the above regulation.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 26, 2016.

\_\_\_\_\_  
Jeremy L. Jensen, Mayor

Attest:

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

Approved as to Form	☐ _____
April 22, 2016	☐ City Attorney



# City of Grand Island

Tuesday, April 26, 2016

Council Session

## Item G-8

**#2016-94 - Approving NPPD Call Center Agreement**

Staff Contact: Tim Luchsinger, Stacy Nonhof

# Council Agenda Memo

**From:** Timothy Luchsinger, Utilities Director  
Stacy Nonhof, Assistant City Attorney

**Meeting:** April 26, 2016

**Subject:** NPPD Call Center Contract

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

## Background

The Department's Phelps Control Center is located next to the Burdick Power Station on Cherry Street. It is the main facility for the Transmission Division, which is responsible for all power dispatching and electric substation operations, and includes a command center manned at all times.

While multiple personnel are in the center during normal business hours, it is staffed by one individual during nights, weekends, and holidays. This command center monitors system operations, schedules power transactions with the regional electric system operator, coordinates power generation, and answers the Department's trouble phone lines. The trouble phone lines are four lines that customers can call to notify of their service problems and other power and water issues. Standby crews are dispatched by the command center in response to the trouble calls as required. Unanswered calls are routed to a message recording system.

This system normally is sufficient, however, during storms and other abnormal conditions, the one individual manning the center can be overwhelmed by the amount of calls, in addition to monitoring and responding to the system operation, and dispatching crews. The phone system is usually also overwhelmed and customers then call the 911 emergency center, which leads to more calls than the emergency center can handle, and disrupts emergency life safety callers.

The voice messaging system is often not able to be checked for several hours after calls are received, thus extending times when customers are out of power or in a hazardous situation. The Department has struggled with options to correct this issue; however, solutions either require expensive call management systems and/or additional phone lines and personnel with costs not easily justified by the rare frequency of these situations.

## **Discussion**

The Department became aware of call answering services provided by the Nebraska Public Power District (NPPD). NPPD recently expanded its call answering center in Norfolk, including installing the communications systems and hiring of personnel to address many of the issues facing Grand Island.

This call answering facility includes storm hardened areas and redundant power and communications systems. To help provide a mutual benefit for NPPD and other Nebraska utilities, NPPD is providing an outsourcing of their call answering facilities and services. Currently twenty-two Nebraska municipalities and public power districts are subscribing to this service.

NPPD provided a proposal to Grand Island for services in which all Grand Island system customer calls would be received by NPPD, and the issue of the call immediately entered into a trouble call system that would be monitored by Grand Island personnel. The phone line would continue to be the local Grand Island number, but merged into a cloud system to NPPD that could handle dozens of callers at one time, and answered as the Grand Island Utilities Department. This system would shift the constraint of an abnormal or storm situation from communications with customers to the limits of Department resources responding in the field.

A five year agreement is proposed by NPPD, with a one-time setup charge of about \$7,700.00 and a monthly charge of around \$4,300.00, based on the number of customers and calls answered. This includes both electric and water utility customers. The Department staff has reviewed this proposal and recommends its acceptance as providing a positive impact to customer service at a reasonable cost.

## **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 Customer Outage Call Processing Service Agreement between Nebraska Public Power District and City of Grand Island, Nebraska.

## **Sample Motion**

Move to approve the Customer Outage Call Processing Service Agreement between Nebraska Public Power District and City of Grand Island, Nebraska.

**CUSTOMER OUTAGE CALL PROCESSING  
SERVICE AGREEMENT**

**between**

**NEBRASKA PUBLIC POWER DISTRICT**

**and**

**CITY OF GRAND ISLAND, NEBRASKA**

**EFFECTIVE: APRIL 15, 2016**

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## LIST OF EXHIBITS

Exhibit A: Billing Detail

Exhibit B: SOS Information Requirements



**CUSTOMER OUTAGE CALL PROCESSING  
SERVICE AGREEMENT  
between  
NEBRASKA PUBLIC POWER DISTRICT  
and  
CITY OF GRAND ISLAND, NEBRASKA**

This Agreement is made and entered into effective April 15, 2016, by and between Nebraska Public Power District (NPPD), a public corporation and political subdivision of the State of Nebraska, and City of Grand Island, Nebraska (Customer), a municipality in the State of Nebraska, each sometimes hereinafter referred to singularly as "Party" and collectively as the "Parties".

WHEREAS, NPPD operates a centralized customer contact center which is staffed around-the-clock, and;

WHEREAS, Customer desires that NPPD provide customer outage call processing; and;

WHEREAS, NPPD is willing and able to provide said outage call processing subject to certain conditions.

NOW, THEREFORE, in consideration of the covenants and agreements herein contained, the Parties do hereby mutually agree as follows:

**ARTICLE I  
DEFINITIONS**

- 1.1 Service(s): Any performance required of NPPD pursuant to this Agreement.
- 1.2 Hours: All hours of the day, Monday through Sunday, 24 hours per day, 7 days a week, 365 days a year.
- 1.3 Consumer: Current or potential end-use customer of Customer.
- 1.4 Center: NPPD Centralized Customer Care Center located at Norfolk, Nebraska.
- 1.5 Consumer Data: Information such as the name, account number, 911 emergency address, and other pertinent information regarding Consumers as listed on Exhibit B necessary for NPPD to provide Services under this Agreement.
- 1.6 SOS: NPPD's customer database software utilized to store and manage Consumer Data, Consumer call tracking, etc.

- 1.7 Emergency Call: A Consumer call relating to the loss of electric service normally provided by Customer.

## **ARTICLE II INITIAL SETUP**

- 2.1 NPPD and Customer agree that the completion of the following steps of the outage call processing service must occur prior to implementation of this Agreement. An implementation date for the Services outlined in this Agreement will be agreed upon between all Parties involved.

### 2.1.1 Outage Call Processing

- 2.1.1.1 Customer will reimburse NPPD monthly for the costs of a toll-free number provided to them by NPPD and associated use. NPPD will coordinate installation and administration of this toll-free number under its Advanced Features account with AT&T.
- 2.1.1.2 Customer will assist in the design of its specific greeting, menu greeting, and expected service standards.
- 2.1.1.3 Each month Customer will provide its Consumer database to NPPD in electronic format adaptable to SOS. Customer is solely responsible for supplying adequate and up-to-date information to NPPD. This is the information that will be used during outages. NPPD will not be responsible for inadequate information.

- 2.2 Upon execution of this Agreement, Customer agrees to remit to NPPD an initial set-up fee as set forth on the current Standard Rate Fee Schedule.

## **ARTICLE III SCOPE OF SERVICE**

- 3.1 NPPD will provide Services described below:

### 3.1.1 Outage Call Processing Service

- 3.1.1.1 NPPD will provide SOS outage tracking of Customer information and requests. Customer's electronic interfaces with SOS would be required at an additional charge at Customer's expense, if applicable. An example of the NPPD e-Services Subscription

Agreement for SOS Application Process/NPPD Computer System Agreement for Access Authorization shall be provided to Customer.

- 3.1.1.2 NPPD will provide Interactive Voice Response technology on front-end call answering menu using standard schematics with customer branded content. NPPD will route all Emergency Calls to the on-call personnel immediately.
- 3.2 NPPD and the Customer may agree, by amendment to this Agreement, to expand the scope of Service beyond Outage Call Answering to cover select services such as dispatching, as mutually agreed upon by both Parties.

**ARTICLE IV  
PERSONNEL AND SUPPORT**

- 4.1 Customer shall furnish NPPD the telephone numbers for emergency situations and shall update the listing as required by changing conditions and personnel assignments.
- 4.2 Customer agrees to furnish NPPD a list of its designated representative(s) who are authorized to adjust the outage call processing procedures in the event of emergency situations, such as call overload as a result of storm situations, communication line failure or other unforeseen situations.
- 4.3 Customer will, at its expense, maintain adequate telephone services at its location(s) to accommodate answering Consumer calls on its premises. Customer agrees to reimburse NPPD for all costs associated with maintaining toll-free telephone service at its location(s) including, but not limited to, long distance usage fees and monthly fixed fees.
- 4.4 Customer will, at its expense, cover costs associated with programming changes and/or training requirements due to technology updates requested by the customer. Standard NPPD labor rates apply.

**ARTICLE V  
AUTHORIZATION**

- 5.1 NPPD will maintain the Consumer Data in strict confidentiality, and will utilize it for the sole purpose of providing Services hereunder.

**ARTICLE VI  
INDEMNIFICATION**

- 6.1 Customer agrees to indemnify and save harmless NPPD, its representatives, officers, and employees, from any and all claims, demands, suits, actions and judgments arising from any act or omissions of Customer, its agents, servants or employees associated with Services provided hereunder.

**ARTICLE VII  
LIMITATION OF LIABILITY**

- 7.1 NPPD shall not be liable to Customer for any special, incidental or consequential damages to or incurred by Customer arising from or in any way connected with the performance of Services, whether based upon contract, tort (including negligence and strict liability) or otherwise, including but not limited by way of example or otherwise to loss of profits or revenues, cost of capital, cost of purchased or replacement power or energy, loss of use of equipment or electric system or facilities, or claims of Consumers for such damages.

**ARTICLE VIII  
UNCONTROLLABLE FORCES**

- 8.1 NPPD shall not be liable for loss or damage from any failure to perform any of its contractual obligations specified hereunder as a result of Uncontrollable Forces. Uncontrollable Forces shall include, by way of example and not as a limitation, those circumstances which are beyond the control of NPPD, such as acts of God, the public enemy, the U.S. Government, or any department or agency thereof, the State of Nebraska or any of the several states, other contractors of Customer, as well as fire, flood, epidemics, quarantines, riots, strikes, civil insurrections, freight embargoes, and unusually severe weather.
- 8.2 In the event of an Uncontrollable Force, NPPD shall be excused from performance during the existence of the Uncontrollable Force and shall have a reasonable period of time after termination of the Uncontrollable Force to resume performance.
- 8.3 When an Uncontrollable Force occurs, NPPD shall immediately notify Customer of the existence of the Uncontrollable Force. Upon termination of the Uncontrollable Force, but no later than fourteen (14) days following such termination, NPPD shall notify Customer of the termination of the Uncontrollable Force and shall, where applicable, submit a revised performance schedule to Customer.

**ARTICLE IX  
BILLING FOR SERVICES**

- 9.1 NPPD will bill Customer for Services rendered under this Agreement on a monthly basis in accordance with Exhibit A.
- 9.2 The monthly base Consumer count will be calculated on the basis of: one-third (1/3) of all Water Use Accounts, and one hundred percent (100%) of all other account classes active on Customer billing system at the implementation of this Agreement.
- 9.3 The base Customer count and associated billing fees in Exhibit A shall be adjusted annually. The Customer shall have the right to review the Service Rate Fee Schedule prior to any billing adjustment and may exercise the option to terminate pursuant to Article XI of this Agreement.

**ARTICLE XI  
TERM**

- 11.1 The term of this Agreement shall be five (5) years from its effective date and thereafter from month to month unless terminated by at least ninety (90) days prior written notice given by either Party to the other. Notice to terminate this Agreement prior to the expiration of the initial five (5) year term will result in an early termination exit fee equivalent to fifty percent (50%) of the monthly base fee through the end of the original contract period.

**ARTICLE XII  
SEVERABILITY**

- 12.1 In providing Services pursuant to this Agreement, NPPD intends to perform in accordance with all laws governing NPPD's activities, procedures, standards or specifications. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way by such court holding.


**ARTICLE XIII  
REPLACEMENT OF PRIOR AGREEMENTS**

- 13.1 This Agreement constitutes the entire contract between the Parties with respect to the subject matter hereof and supersedes all prior oral and written expressions of intent, together with any exhibits attached thereto and any amendments or

supplements thereto, and there are no other agreements or understandings between the Parties with respect thereof.

**NEBRASKA PUBLIC POWER DISTRICT**

**CITY OF GRAND ISLAND,  
NEBRASKA**

By: 

By: \_\_\_\_\_

Printed: Timothy A. Ritt

Printed: \_\_\_\_\_

Title: General Manager of Retail

Title: \_\_\_\_\_

Date: 4/20/2016

Date: \_\_\_\_\_

## EXHIBIT A

### BILLING DETAIL

For Services provided to City of Grand Island, Nebraska (Customer) by NPPD under this Agreement, NPPD will issue an invoice on a monthly basis.

#### 1. PAYMENT DUE DATE

- 1.1 Except as otherwise mutually agreed by the Parties, the monthly billings for Services provided to Customer by NPPD shall be due within twenty (20) days after such billings are rendered by NPPD. If the due date falls on a Saturday, Sunday or holiday observed by either Party, the following business day shall then become the due date. If Customer fails to make full payment on or before said due date, Customer shall pay interest on any unpaid amount from the date due to the date upon which payment is received by NPPD. Such interest shall accrue at the rate of three percent (3%) per month.

#### 2. ACCOUNTING DATA

- 2.1 If requested by Customer, NPPD shall submit accounting data for any billing for Services furnished hereunder. Such data shall include sufficient detail to enable Customer to audit the charges identified in said billing.

#### 3. DISPUTE RESOLUTION

- 3.1 If Customer desires to dispute all or any portion of a billing for Services provided by NPPD, Customer shall nevertheless pay the full amount of said billing when due. Within sixty (60) days of the due date of such billing, Customer shall notify NPPD in writing of the grounds and amount of the billing dispute. Customer shall not be entitled to any adjustment on account of any disputed billing not brought to NPPD's attention within the time and in the manner herein specified. If settlement of the dispute results in a refund to Customer, the amount refunded shall not exceed the amount identified as being in dispute.

#### 4. BILLING DETAIL

- 4.1 Billing for Services provided to Customer by NPPD shall be in accordance with NPPD's current applicable Service Rate Fee Schedule.

EXHIBIT B

SOS INFORMATION REQUIREMENTS

Column Name	Data Required or Optional	Maximum # of characters	Column Description
Company Name	Required	25	
Local Office	Required	20	Name of the Local/Service Office
Account number	Required	15	
Phone Number	Required	14	Do not include the dashes or ( ). MUST include area code (10 DIGITS)
Customer Name or Business Name	Required	30	For Customer Name the format is: Last Name First Name Middle Name (or Initial) with only spaces no commas, quotes, dashes etc.
Address Attention Line	Optional	30	Second name or in care of name
Address Line 1	Required	30	Service Address if possible
Address Line 2	Optional	30	
City	Required	25	
State	Required	2	State Code (ex. NE, IA, etc.)
Zip Code	Required	10	Can include the dash for 10 digit zip (ex. Residential , Rural Residential, Irrigation, Annual, etc.)
Account Type	Required	40	
Meter Number	Required	15	
Service Address Location	Optional	30	Can use for additional account identifier (Shop, house, well, feedlot, etc.)
Legal Description	Required	14	
Substation Name	Required	35	
Feeder	Required	4	
Phase	Required	4	
Transformer Name (or Number)	Optional	25	
Transformer Size	Optional	5	
Line Section	Optional	100	
Comments	Optional	30	



## NPPD Outage Call Handling Pricing Schedule

### Set up Charges (One-time charges)

Initial Set Up = \$3,000

IVR Set Up = \$4,700

### Monthly Charges

#### Base Fee (24x7x365 support)

This is calculated by taking total meter count X \$0.14

#### SOS License Fee\*

\*SOS is the system we utilize to enter outage tickets

\*The fee is \$50 per user, up to 2 users - discounts for additional users

#### SOS Active\*

\*Power Partner use of SOS as outage management solution

\* The fee is \$.01/meter for year 1 and 2; \$.02/meter for year 3+

#### Phone Charges

Network Circuit = \$22/month

Toll Free Number (\$85 - \$105)/month

Utility must provide a toll-free number to the AT&T cloud (NPPD will help coordinate this)

All phone bills per month passed through to Power Partner at cost

#### Call Charges

\$0.84 per minute on inbound/outbound calls handled by a Specialist

\$0.50 per call for IVR handled calls

April, 2016

RESOLUTION 2016-94

WHEREAS, the City of Grand Island's Utilities Department provides 24 hour service for all power dispatching, electric substation operations, and a command center that monitors system operations, schedules power transactions with the regional electric system operator, coordinates power generation, and answers the Department's trouble phone lines; and

WHEREAS, this system is normally sufficient, however, during storms and other abnormal conditions, the one individual manning the center during nights, weekends and holidays can be overwhelmed by the amount of calls, in addition to monitoring and responding to the system operation and dispatching crews; and

WHEREAS, the Nebraska Public Power District (NPPD) recently expanded its call answering center and this call answering facility could address many of the issues facing Grand Island Utilities, and

WHEREAS, NPPD provided a proposal to Grand Island for services in which all Grand Island system customer calls would be received by NPPD, and the issue of the call immediately entered into a trouble call system that would be monitored by Grand Island personnel; and

WHEREAS, a five year agreement is proposed by NPPD, with a one-time setup charge of about \$7,700.00 and a monthly charge of around \$4,300.00, based on the number of customers and calls answered; and

WHEREAS, the Legal Department has reviewed and approved the Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Customer Outage Call Processing Service Agreement between the Nebraska Public Power District and the City of Grand Island is approved, and the Mayor is hereby authorized to sign the agreement on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 26, 2016

\_\_\_\_\_  
Jeremy L. Jensen, Mayor

Attest:

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

Approved as to Form	☐ _____
April 22, 2016	☐ City Attorney



# City of Grand Island

Tuesday, April 26, 2016

Council Session

## Item G-9

**#2016-95 - Approving the AMI Support Services Contract  
Extension with Landis+Gyr**

Staff Contact: Tim Luchsinger, Stacy Nonhof

# Council Agenda Memo

**From:** Timothy Luchsinger, Utilities Director  
Stacy Nonhof, Assistant City Attorney

**Meeting:** April 26, 2016

**Subject:** AMI Support Service Contract Extension with  
Landis+Gyr

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

## Background

The Utilities Department made a presentation concerning AMI (Automated Metering Infrastructure) at the April 3, 2012 Council Study Session with the resulting recommendation to evaluate the technology by creating a pilot project. The proposed project area to be used was the new water construction in Merrick County as part of a groundwater contamination remediation project being paid for by the Union Pacific Railroad. The remediation project area was localized and included approximately 170 new water meters.

The intent of the pilot project was to gain first-hand experience with the installation and operation of an AMI system as well as determining the fiscal costs and benefits. This information would then be used to evaluate the feasibility of AMI for the entire electric and water utility systems.

Specifications for the AMI pilot project were developed by Department staff and issued for proposals in accordance with City procurement requirements. These specifications were drafted to allow the use of multiple suppliers for the hardware and software components of the AMI system for flexibility in evaluating additional vendors of AMI components during the pilot project. The AMI system data would be stored at a remote secure server and accessed by the City for meter billing and system information. Meter consumption information could also be made available to customers through the City's website. On October 23, 2012, Council awarded AMI pilot project to Landis+Gyr in the amount of \$108,129.95, with an annual server support cost of \$8,100.00.

## Discussion

The term of the AMI pilot project with Landis+Gyr will be expiring at the end of this May, however some of the goals of the project have not yet been implemented,

specifically integration for the meter reading information into the City's utility billing system. Landis+Gyr has provided a proposal for a one year extension of the server hosting services for the same price of \$8,100.00. Department staff has reviewed this proposal and recommends its acceptance.

### **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 Landis+Gyr Software as a Service Agreement.

### **Sample Motion**

Move to approve the Landis+Gyr Software as a Service Agreement.

## Software as a Service Agreement

This Software as a Service (SaaS) Agreement (referred to hereinafter as “**Agreement**” or “**Main Agreement**”), dated as of **June 1, 2016** (“**Effective Date**”), is by and between **City of Grand Island Utilities**, (“**Customer**”) with offices located at **1116 W. N. Front Street Grand Island, NE 68801**, and **LANDIS+GYR TECHNOLOGY, INC.** with offices located at 30000 Mill Creek Avenue, Suite 100, Alpharetta, GA 30022 (“**Service Provider**”).

WHEREAS, Customer requires third-party hosted “software as a service” (the “**SaaS Services**,” as further described herein) with respect to certain of Customer’s information technology needs and related smart grid program;

WHEREAS, Service Provider has agreed to provide the SaaS Services to Customer, all on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and representations set forth in this Agreement, the parties hereby agree as follows:

1. Definitions. Capitalized terms used herein and not otherwise defined shall have the meanings set forth in this Section.

“**Access Credentials**” means any user name, identification number, password, license or security key, security token, PIN or other security code, method, technology or device used, alone or in combination, to verify an person’s identity and authorization to access and use the SaaS Services.

“**Affiliate**” means any entity (including any person, without limitation, any corporation, company, partnership, limited liability company or group) that directly through one or more intermediaries, controls, is controlled by or is under common control with Service Provider or Customer for so long as such control exists. For purposes of this definition, “control” means having more than fifty percent (50%) of the shares or other equity interest with voting rights in the legal entity or organization at issue.

“**Authorized Users**” means any Customer employee, contractor or agent, or any other person authorized by Customer to access and use the SaaS Services through Customer's account under this Agreement.

“**Business Day**” means a day other than a Saturday, Sunday or other day on which commercial banks in New York City are authorized or required by Law to be closed for business.

“**Customer Data**” means any and all information, data, materials, works, or other content, relating to Customer’s end customers’ information relating to electricity, water or natural gas consumption, load profile, billing history, or credit history that is or has been obtained or compiled by Customer in connection with supplying electric services, water services or gas services to that customer or group of customers (regardless of the media in which it is contained) that may be disclosed at any time to Service Provider by Customer or Customer’s employees, agents, consultants, contractors, or suppliers in anticipation of, in connection with, or incidental to Service Provider’s performance of the SaaS Services for or on behalf of Customer .

**“Customer Systems”** means the Customer's information technology infrastructure, including computers, software, hardware, databases, electronic systems (including database management systems) and networks, whether operated directly by Customer or through the use of third-party services.

**“Documentation”** means any manuals, instructions or other documents or materials that Service Provider provides or makes available to Customer in any form or medium and which describe the functionality, components, features or requirements of the SaaS Services or Provider Materials, including any aspect of the installation, configuration, integration, operation, use, support or maintenance thereof.

**“Disabling Code”** means any software, virus, Trojan horse, time bomb or other code that is harmful, disabling or which enables unauthorized access to the Service Provider Systems or Customer Systems, or theft or damage to Customer Data, or otherwise impairs the operation of the Service Provider Systems, any Customer Systems, or any Third Party system utilized by Service Provider in the Service Provider Systems.

**“Endpoints”** means each of the following types of physical devices installed for use in the delivery of any commodity:

- i. a meter measuring the quantity of a commodity delivered, at a utility customer premise or at any other point within the distribution system, with respect to which the Software stores, processes, or makes accessible data specifically identified to that premise or distribution point for use in one or more of the utility operations the Software performs or supports; and
- ii. an unmetered supply point with respect to which the Software performs calculations of quantities of a commodity delivered in lieu of metering.

For avoidance of doubt, Endpoints do not include: aggregations of data from multiple Endpoints; interfaces between the Software and other systems or applications; sub-meters or devices installed at a utility customer premises beyond the meter; or devices only used to read, retrieve, or transmit data from Endpoints.

**“Intellectual Property Rights”** means any and all intellectual property rights whether registered or unregistered, and all applications for and renewals or extensions of such rights, including rights comprising or relating to: (a) patents, patent disclosures and inventions (whether patentable or not); (b) trademarks, service marks, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith; (c) works of authorship, designs, copyrights and copyrightable works (including computer programs) and rights in data and databases; (d) trade secrets, know-how and other confidential information; and (e) all similar or equivalent rights or forms of protection.

**“Interfaces”** means the Service Provider’s file transfer communications interfaces and data feeds mechanisms between the Service Provider Systems and the Customer’s Systems which are developed, operated, owned and maintained by Service Provider pursuant to this Agreement including, as applicable, any configuration and customization required to meet the requirements of this Agreement, but excluding ownership of any customization that constitutes a component or derivative of Customer’s Systems.

“**Law**” means any statute, law, ordinance, regulation, rule, code, order, constitution, common law, judgment, decree or other requirement or rule of any federal, state, local or political subdivision thereof, or any arbitrator, court or tribunal of competent jurisdiction.

“**Permitted Uses**” means any use of the SaaS Services by Customer or any Authorized User for the benefit of Customer in or for Customer's internal business operations.

“**Person**” means an individual and any entity, including, but not limited to, any corporation, partnership, joint venture, limited liability company, governmental authority, unincorporated organization, trust or association.

“**Process**” means to perform any operation or set of operations on any data, information, material, work, expression or other content, including to (a) collect, receive, input, upload, download, record, reproduce, store, organize, combine, log, catalog, cross-reference, manage, maintain, copy, adapt, alter, translate or make other improvements or derivative works, (b) process, retrieve, output, consult, use, disseminate, transmit, submit, post, transfer, disclose or otherwise provide or make available, or (c) block, erase or destroy. “**Processing**” and “**Processed**” have correlative meanings.

“**Service Provider Materials**” means all devices, documents, data, know-how, methods, processes, software and other inventions, works, technologies and materials, including any and all Service Software, Documentation, computer hardware, programs, reports and specifications, client software and deliverables provided or made available to Customer in connection with Service Provider's performance of the SaaS Services, in each case developed or acquired by the Service Provider independently of this Agreement.

“**Service Provider Personnel**” means all employees and agents of Service Provider, all subcontractors and all employees and agents of any subcontractor, involved in the performance of Services.

“**Supported Release**” means versions of Service Software currently supported by Service Provider. Service Provider will support at a minimum the current generally available release in addition to the previous release of Service Software.

“**Representatives**” means a party's employees, officers, directors, consultants, legal advisors and, with respect to Service Provider, Service Provider's subcontractors, and, with respect to Customer, solely those of Customer's independent contractors or service providers that are Authorized Users.

“**Service Software**” means the Service Provider software application or applications and any third-party or other software, and all new versions, updates, revisions, improvements and modifications of the foregoing, that Service Provider provides remote access to and use of as part of the SaaS Services made available to Customer.

“**Territory**” means the Customer's service territory.

“**Third Party Materials**” means materials and information, in any form or medium, including any software, documents, data, content, specifications, products, equipment or components of or relating to the Services that are not proprietary to Service Provider.

“**Upgrade**” means updating the Service Software to the most current generally available version.



2. Services.

2.1. Services. Subject to and conditioned on Customer's and its Authorized Users' compliance with the terms and conditions of this Agreement, during the Term, Service Provider agrees to provide to Customer and its Authorized Users access to certain of Service Provider's hosted software and hardware products and provide the following services: infrastructure, monitoring, technical support, backup and recovery, initial training, change management, and technology upgrades for Customer's productive use of such services. Throughout the Term and at all times in connection with Service Provider's actual or required performance under this Agreement, Service Provider will, in accordance with all terms and conditions set forth in this Agreement and each applicable Service Order, provide to Customer and its Authorized Users the following services ("**Services**"):

- (a) the hosting, management and operation of the Service Software and other services for remote electronic access and use by the Customer and its Authorized Users ("**SaaS Services**") as described in one or more written, sequentially numbered service orders specifically referencing this Agreement, which, upon execution of such service orders will be attached as part of Schedule B and by this reference are incorporated in and made a part of this Agreement (each, a "**Service Order**");
- (b) service maintenance and the Support Services as set forth in the applicable Service Order and the Service Level Agreement described in Schedule A; and
- (c) such other services as may be specified in the applicable Service Order.

Except for Scheduled Downtime in accordance with the Service Level Agreement in Schedule A; service downtime or degradation caused by a Force Majeure Event or any other circumstances beyond Service Provider's reasonable control, including Customer's or any Authorized User's use of Third Party Materials, misuse of the SaaS Services, or use of the Services other than in compliance with the express terms of this Agreement and the Documentation.

2.2. Documentation. The Documentation for the Service Software will accurately and completely describe the functions and features of the Service Software, including all subsequent revisions thereto. The Documentation will be understandable by a typical end user and will provide Authorized Users with sufficient instruction such that an Authorized User can become self-reliant with respect to access and use of the SaaS Services. Company will have the right to make any number of additional copies of the Documentation for internal business purposes at no additional charge.

2.3. Service Orders. Service Orders will be effective only when signed by Customer and Service Provider. Any modifications or changes to the SaaS Services under any executed Service Order will be effective only if and when memorialized in a mutually agreed written change order ("**Change Order**") signed by both Parties. Where a Change Order may result in an adjustment to fees, Service Provider will provide a written estimate of such adjustment to Customer within ten (10) calendar days of Service Provider's receipt of a Change Order. Upon approval of the written estimate to complete the Change Order, the parties will each ratify the Change Order indicating any adjustments to the fees, or delivery schedule.

- 2.4. Professional Services. During the Term of this Agreement, Service Provider will also perform certain implementation, consulting, training and/or support services (“**Professional Services**”) as specified in mutually agreed upon written Statement of Work (“**SOW**”). Each SOW will contain a reference identifying it as a SOW under this Agreement and will contain the following information, as applicable:
- (a) a description of scope of the Professional Services;
  - (b) any other items to be delivered (“**Deliverable**”);
  - (c) the fees;
  - (d) an estimated schedule; and
  - (e) assumptions on which the performance of the Professional Services or delivery of the Deliverables is conditioned.

Any provision of a SOW that deems any Deliverable developed by Service Provider to be a “work for hire” or the property of Customer will be contingent upon payment to Service Provider of all amounts properly invoiced to Customer pursuant to the applicable SOW.

- 2.5. No Software Delivery Obligation. Service Provider has no software delivery obligation and will not ship copies of any of the Service Software used to provide the SaaS Services to Customer as a part of the SaaS Services. Upon the end of the Service Order, Customer’s right to access or use the Service Software specified in the Service Order and the SaaS Services will terminate.
- 2.6. Use of Subcontractors. Service Provider may from time to time in Service Provider’s discretion engage third parties to perform Services (each, a “**Subcontractor**”).
- 2.7. Designation of Responsible Contacts. Customer will provide Service Provider with current appropriate contact information such that Service Provider may communicate maintenance notifications, outages, support items and other communications under this Agreement to Customer on an ongoing basis.

### 3. Customer Obligations

- 3.1. Customer Systems and Cooperation. Customer, at all times during the Term to the extent applicable for the specific Service Order, will: (a) set up, maintain and operate in good repair and in accordance with the Documentation all Customer Systems on or through which the Services are accessed or used; (b) provide Service Provider with such access to Customer Systems as is necessary for Service Provider to perform the Services in accordance with the Availability Requirement as provided in the Service Level Agreement; and (c) provide all cooperation and assistance as Service Provider may reasonably request to enable Service Provider to exercise Service Provider’s rights and perform Service Provider’s obligations under and in connection with this Agreement.
- 3.2. Effect of Delay. Neither party is responsible or liable for the portion of any delay or failure of performance caused in whole or in part by the other party’s delay in performing, or failure to perform, any of Customer’s obligations under this Agreement.
- 3.3. Corrective Action and Notice. If Customer becomes aware of any actual or threatened activity prohibited by Section 3.4, Customer shall, and shall cause its Authorized Users to, immediately: (a) take all reasonable and lawful measures within r respective control of Customer and its Authorized Users that are necessary to stop the activity or threatened

activity and to mitigate the effects of such activity (including, where applicable, by discontinuing and preventing any unauthorized access to the Services and Service Provider Materials and permanently erasing from Authorized Users' systems and destroying any data to which any of the Authorized Users have gained unauthorized access); and (b) notify Service Provider of any such actual or threatened activity.

- 3.4. Suspension or Termination of Services. Service Provider may, directly or indirectly, suspend, terminate or otherwise deny Customer's, any Authorized User's or any other third party's access to or use of all or any part of the Services or Service Provider Materials, without incurring any resulting obligation or liability, if: (a) Service Provider receives a judicial or other governmental demand or order, subpoena or law enforcement request that expressly or by reasonable implication requires Service Provider to do so; or (b) Service Provider believes, in its good faith and reasonable discretion, that: (i) Customer or any Authorized User has failed to comply with, any term of this Agreement, or accessed or used the Services beyond the scope of the rights granted or for a purpose not authorized under this Agreement or in any manner that does not comply with any instruction or requirement of the Documentation; (ii) Customer or any Authorized User is, has been, or is likely to be involved in any fraudulent, misleading or unlawful activities relating to or in connection with any of the Services; or (iii) this Agreement expires or is lawfully terminated pursuant to its terms. This **Section 3.4** does not limit any of Provider's other rights or remedies, whether at law, in equity or under this Agreement.

4. Authorization and Restrictions.

- 4.1. Authorization. Subject to and conditioned on Customer's payment of the Fees and compliance and performance in accordance with all other terms and conditions of this Agreement, Service Provider hereby authorizes Customer, to access and use, solely in the Territory during the Term, the Services and such Service Provider Materials as Service Provider may supply or make available to Customer for the Permitted Uses by and through Authorized Users in accordance with the Documentation and the conditions and limitation set forth in this Agreement or any Service Order. In addition, Customer is authorized to:
- (a) generate, print, copy, upload, download, store and otherwise Process all GUI, audio, visual, digital and other output, displays and other content as may result from any access to or use of the SaaS Services;
  - (b) prepare, reproduce, print, download and a reasonable number of copies of Documentation as may be necessary or useful for any Permitted Uses of the SaaS Services under this Agreement;
  - (c) access and use the SaaS Services for production uses and applications as may be necessary or useful for the effective use of the SaaS Services for the Permitted Uses hereunder; and
  - (d) perform, display, execute, and reproduce and distribute and otherwise make available to Authorized Users, any Service Provider Materials solely to the extent necessary to access or use the SaaS Services in accordance with the terms and conditions of this Agreement.

4.2. Authorization Limitations and Restrictions. Customer will not and will not permit any other Person to access or use the Services or Service Provider Materials except as expressly permitted by this Agreement and/or any Service Order and, in the case of Third-Party Materials, the applicable third-party license agreement. For purposes of clarity and without limiting the generality of the foregoing, Customer shall not, except as this Agreement or any Service Order expressly permits:

- (a) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make the Services or Service Provider Materials available to any third party that is not an Authorized User;
- (b) copy, modify or create derivative works or improvements of the Services or Service Provider Materials;
- (c) reverse engineer, disassemble, decompile, decode, adapt or otherwise attempt to derive or gain access to the source code of the Services or Service Provider Materials, in whole or in part;
- (d) bypass or breach any security device or protection used by the Services or Service Provider Materials or access or use the Services or Service Provider Materials other than by an Authorized User through the use of his or her own then valid Access Credentials;
- (e) use or authorize the use of the Services or Documentation in any manner or for any purpose that is unlawful under applicable Law.
- (f) remove, delete, alter or obscure any trademarks, Documentation, warranties or disclaimers, or any copyright, trademark, patent or other intellectual property or proprietary rights notices from any Services or Service Provider Materials, including any copy thereof;
- (g) access or use the Services or Service Provider Materials in any manner or for any purpose that infringes, misappropriates or otherwise violates any Intellectual Property Right or other right of any third party, or that violates any applicable Law;
- (h) access or use the Services or Service Provider Materials for purposes of competitive analysis of the Services or Service Provider Materials, the development, provision or use of a competing software service or product or any other purpose that is to the Service Provider's detriment or commercial disadvantage; or
- (i) otherwise access or use the Services or Service Provider Materials beyond the scope of the authorization provided in this Agreement or in any applicable Service Order.

4.3. Excess Use. If Customer's use of the SaaS Services exceeds the volume of use authorized in the applicable Service Order (including as to the number of Endpoints), Customer will pay Service Provider the Fees attributable to the excess use in accordance with the applicable Service Order.

- 4.4. Non-Interference with Service Provider’s Customers. Customer agrees that its use of the SaaS Services shall not restrict, inhibit, interfere with, or degrade other Service Provider customer’s use of the SaaS Services (such as running custom queries against the database). If Customer’s use of the SaaS Services violates such restrictions as determined by Service Provider, Service Provider may suspend or limit the SaaS Services of Customer that is causing the degradation of the services without penalty. In addition, Service Provider shall have the right to implement controls necessary to stop or limit future occurrences of a similar nature.

5. Term and Termination

- 5.1. Term. This Agreement will begin on the Effective Date and will remain in full force and effect until one (1) year thereafter (“**Initial Term**”) unless terminated by either party for cause, as described in Section 5.4, “**Termination for Cause,**” in which case this Agreement and all Service Orders/SOWs will also be terminated. Except in the case of termination for breach by Service Provider, within thirty (30) days’ of the date of termination, Customer must pay all amounts remaining unpaid for SaaS Services provided prior to the effective date of termination, plus related taxes and expenses.
- 5.2. Term of Service Orders/SOWs. Each Service Order/SOW will remain in effect until the earlier to occur of: a) termination of such Service Order/SOW by either party for cause as described in Section 5.4 below; b) termination of such Service Order/SOW upon mutual written consent of the Parties; or c) expiration of the Service Order Term or completion of all Services and the delivery of all Deliverables required under the Service Order/SOW.
- 5.3. Renewal. Upon expiration of the Initial Term, this Agreement shall automatically renew for successive one (1) year periods (each a “**Renewal Term**” and together with the Initial Term, the “**Term**”), unless a party provides the other party with written notice of its intent not to renew this Agreement at least ninety (90) days prior to the expiration of the then current Term.
- 5.4. Termination for Cause. A party may terminate a Service Order/SOW and this Agreement if:
- (a) the other party is in default of a material obligation under the applicable Service Order/SOW or this Agreement, and such default has not been cured within thirty (30) calendar days after receipt of written notice (specifying the default) from the non-defaulting party. If the default specified in such notice is cured within the thirty (30) day period, the Service Order/SOW and Agreement will remain in effect; or
  - (b) the non-terminating party enters into liquidation (apart from a solvent liquidation for the purposes of amalgamation or reconstruction) or is dissolved or declared bankrupt or has a receiver, administrator or administrative receiver appointed over all or part of its assets or enters into an arrangement with its creditors or takes or suffers any similar action.

5.5. Survival. The terms, conditions and warranties contained in this Agreement that by their sense and context are intended to survive the performance thereof by either party hereunder will so survive the completion of the performance, cancellation or termination of this Agreement, including without limitation, Confidentiality, Infringement and Limited Warranties.

6. Fees and Expenses.

6.1. Fees. Customer agrees to pay for all services ordered as set forth in the applicable Service Order or SOW (the “**Fees**”). All Fees are due thirty (30) days from the date of invoice. Any Fees not paid within thirty (30) days after the date on which Customer receive an invoice (the “**Due Date**”) will accrue interest on the overdue balance from the Due Date at the rate of one and one-half percent (1.5%) per month, or the maximum lawful rate allowable under applicable law, whichever is lower.

6.2. Fees During Renewal Terms. Service Provider's Fees are fixed during the Initial Term. Service Provider fees for Renewal Terms shall escalate annually as of each anniversary of the Effective Date of the Service Order by the amount of the increase in the Consumer Price Index – All Urban Consumers of the Bureau of Labor Statistics of the U.S. Department of Labor for U.S. for All Items with Base Years 1982-1984=100. Those increases will be measured applying the twelve (12) month period ending in the month for which the most recent index results are available as of that anniversary of the Effective Date.

6.3. Reimbursable Expenses. If a Service Order and/or SOW permits reimbursement of expenses by Customer (“**Reimbursable Expenses**”), Service Provider will be reimbursed for those reasonable expenses, at cost. In addition, if there are any system communication fees that are incurred by Service Provider (i.e. long distance charges), Service Provider will invoice Customer monthly for the communications fees, which Customer agrees to pay.

6.4. Taxes. Customer is exclusively responsible for the payment of all sales and use, value added, duties, tariffs or other similar charges or taxes on the SaaS Services, other than taxes based upon Service Provider’s income. All amounts set forth in an applicable Service Order/SOW are exclusive of taxes and taxes are not included in the Fees. Applicable taxes payable by Customer will be separately itemized of invoices sent to Customer.

6.5. Invoices. Service Provider will invoice Customer for all Service Orders at the start of Initial Term and at least thirty (30) days prior to the start of any Renewal Term. Fees for time and materials SOW’s and Reimbursable Expenses shall be issued monthly in arrears based on expenses incurred in the previous month. Fees for fixed bid SOW’s shall be invoiced upon completion of the milestone as set forth in the applicable SOW. All Invoices shall be issued in electronic format, via such delivery means and to such address as are specified by Customer in writing from time to time. If more than one Service Order and/or SOW is in effect, Service Provider may provide an aggregate invoice for all amounts invoiced, together with separate invoices for each Service Order or SOW. Each separate invoice will: (a) clearly identify the Service Order or SOW to which it relates; (b) list each Fee item and Reimbursable Expense separately; (c) include sufficient detail for each line item to enable Customer to verify the calculation thereof; (d) for Fees determined on a time and materials basis, report details of time taken to perform Services

on a per-individual basis; (e) be accompanied by all supporting documentation required hereunder for Reimbursable Expenses; and (f) include such other information as may be required by Customer as set forth in the applicable Service Order or SOW. If Customer validly disputes any invoiced amount it shall pay the undisputed amounts and provide written notice of the basis of that dispute to Service Provider within thirty (30) days following delivery of that invoice. The parties will work diligently, promptly and in good faith to resolve any such disputes.

7. Ownership and Restrictions.

- 7.1. Ownership of Customer Data. As between Customer and Service Provider and its Subcontractors, Customer is and will remain the sole and exclusive owner of all right, title and interest in and to all Customer Data, including all Intellectual Property Rights relating thereto, subject only to the limited license granted in Section 7.2.
- 7.2. Limited License to Use Customer Data. During the Term of this Agreement and subject to the terms and conditions of this Agreement, Customer hereby grants Service Provider a limited, royalty-free, fully-paid up, non-exclusive, non-transferable and non-sublicensable license to Process the Customer Data in the United States as instructed by Customer or an Authorized User and solely as necessary to provide the SaaS Services for Customer's benefit as provided in this Agreement.
- 7.3. Reservation of Rights. Nothing in this Agreement grants any right, title or interest in or to (including any license under) any Intellectual Property Rights in or relating to, the Services, Service Provider Materials and Documentation or Third Party Materials, whether expressly, by implication, estoppel or otherwise. All right, title and interest in and to the Services, the Service Provider Materials and the Third Party Materials are and will remain with Service Provider and the respective rights holders in any such materials.

8. Confidentiality.

- 8.1. Obligation of Confidentiality. In the course of performing under this Agreement, each party may disclose to the other party material, non-public information, including but not limited to, algorithms, codes, formulas, methodology, design, process, structure, format, documents, documentation, manuals, technical information, specifications, source code, costs and pricing (“**Confidential Information**”). Each party agrees to hold the Confidential Information of the other party in strict confidence, to use reasonable measures which will be no less restrictive than the measures used by the receiving party to protect its own confidential and proprietary information, and not to disclose or use such Confidential Information except as contemplated by this Agreement.
- 8.2. Notwithstanding anything to the contrary in the foregoing, each party may disclose Confidential Information to an Affiliate of the receiving party provided that such Affiliate has agreed in writing to protect the confidentiality of such Confidential Information in a manner substantially equivalent to that required of such party under this Agreement. Each party will require its personnel to agree to do likewise. Confidential Information disclosed whether orally or in a tangible form will be marked or indicated as “**Confidential**” or “**Proprietary**” at the time of disclosure. These restrictions will not be construed to apply to (a) information generally available to the public; (b) information released by a party to the public generally without restriction; (c) information independently developed or acquired by a party or its personnel without reliance in any

way on other protected information of the disclosing party; or (d) information expressly approved for use and disclosure without restriction. Notwithstanding the foregoing restrictions, a party and its personnel may use and disclose any information (e) to the extent required by an order of any court or other governmental authority; or (f) as necessary for it or them to protect such party's interest in this Agreement, but in each case only after the disclosing party has been so notified and has had the opportunity, if possible, to obtain reasonable protection for such information in connection with such disclosure.

- 8.3. Term of Confidentiality. The obligation of confidentiality will continue for a period of five (5) years from the date of disclosure of the information; provided, however, that for any trade secret the obligation of confidentiality will continue and survive until such information is no longer a trade secret under applicable law.
  - 8.4. Customer Data Exception. Notwithstanding the provisions of **Section 8.1** or any other provisions of this Agreement, none of the exclusions set forth in **Section 8.1** apply to any Customer Data.
  - 8.5. Data Privacy and Security
    - (a) Undertaking by Service Provider. Without limiting Service Provider's obligation of confidentiality as further described herein, Service Provider will use commercially reasonable efforts to establish and maintain a data privacy and information security program, including physical, technical, administrative, and organizational safeguards, that is designed to: (a) ensure the security and confidentiality of the Customer Data; (b) protect against any anticipated threats or hazards to the security or integrity of the Customer Data; (c) protect against unauthorized disclosure, access to, or use of the Customer Data; (d) ensure the proper disposal of Customer Data; and, (e) ensure that all employees, agents, and subcontractors of Service Provider, if any, comply with all of the foregoing.
    - (b) Unauthorized Access. Service Provider will use commercially reasonable efforts to prohibit access to Customer Systems, in whole or in part, whether through Service Provider's Systems or otherwise.
    - (c) Service Provider Systems. Service Provider will be responsible for the security, management and maintenance of information technology infrastructure, including all computers, software, databases, electronic systems (including database management systems) and networks used by or for Service Provider to access the Customer Systems or otherwise in connection with the SaaS Services ("**Service Provider Systems**").
9. Indemnification.
- 9.1. Service Provider's Indemnification Obligations. Service Provider will indemnify and defend Customer and its Affiliates and their respective officers, directors, employees, shareholders and members from and against any losses, claims, penalties, fines, judgments, damages, liabilities or expenses, including reasonable attorneys' fee ("**Losses**"), or threatened Losses arising out of third party claims relating to, incurred in connection with, or based upon any claim, threatened claim, suit, action or proceeding ("**Claim**") made against Customer:



- (a) that that the Services infringe any Intellectual Property Rights of a third party enforceable in the U.S. (“**Infringement Claim**”); or
  - (b) any claim for bodily injury or death of any individual, or the loss, damage or destruction of any real or personal property, resulting from the willful, negligent, reckless, fraudulent or intentional acts or omissions of Service Provider or its Subcontractor.
- 9.2. Indemnification Limitations. Service Provider will have no liability or obligation for any Losses to the extent that such Loss arises out of or results from any:
- (a) alteration or modification of the SaaS Services by or on behalf of Customer or any Authorized User without Service Provider's authorization (each, a “**Customer Modification**”), provided that no infringement, misappropriation or other violation of third party rights would have occurred without such Customer Modification and provided further that any alteration or modification made by or for Service Provider at Customer's request will not be excluded from Service Provider's indemnification obligations hereunder unless (i) such alteration or modification has been made pursuant to Customer's written specifications and (ii) the SaaS Services, as altered or modified in accordance with the Customer's specifications, would not have violated such third party rights but for the manner in which the alteration or modification was implemented by or for Service Provider;
  - (b) Customer’s access to or use of the SaaS Services that is expressly prohibited by this Agreement or otherwise outside the scope of access or manner or purpose of use described or contemplated anywhere in this Agreement, the Documentation or the applicable Service Order; or
  - (c) breach of this Agreement by Customer or noncompliance herewith by any Authorized User.
- 9.3. Customer’s Indemnification Obligations. Customer will indemnify and defend Service Provider, its Subcontractors, Affiliates and such person’s respective officers, directors, employees, shareholder and members from and against Losses arising out of a Claim made against Service Provider relating to, incurred in connection with, or based upon:
- (a) Customer’s use of the SaaS Services in breach of this Agreement; or
  - (b) any Infringement Claim asserted by any third party based upon Customer materials provided to Service Provider; or
  - (c) any claim for bodily injury or death of any individual, or the loss, damage or destruction of any real or personal property, resulting from the willful, negligent, reckless, fraudulent or intentional acts or omissions of Customer.
- 9.4. Indemnification Procedure. The party seeking indemnification (the “**Indemnified Party**”) will promptly notify the other party (“**Indemnifying Party**”) in writing of any Claims for which it seeks indemnification pursuant to this Section 9 and reasonably cooperate with the Indemnifying Party at the Indemnifying Party's sole cost and expense.

The Indemnifying Party will immediately take control of the defense and investigation of such Claim and will employ counsel reasonably acceptable to the other party to handle and defend the same, at the Indemnifying Party's sole cost and expense. The Indemnifying Party will not settle any Claim on any terms or in any manner that adversely affects the rights of the other party or any Indemnitee without the other party's prior written consent, which will not be unreasonably withheld or delayed. The other party and any Indemnitee may participate in and observe the proceedings at its own cost and expense with counsel of its own choosing. A party's failure to perform any obligations under this Section 9.4 will not relieve the Indemnifying Party of its obligations herein except to the extent that the Indemnifying Party can demonstrate that it has been prejudiced as a result of such failure.

9.5. Option. In addition to the foregoing indemnification obligations, if all or any part of the a SaaS Services is subject to an Infringement Claim, Service Provider may, at its discretion and expense, take the following actions:

- (a) Procure for Customer the right to continue using the SaaS Services; or
- (b) Modify or replace the allegedly infringing aspect of the SaaS Services to make it non-infringing, provided, however, that such modification or replacement will not degrade the operation or performance of the SaaS Services.
- (c) If neither of the remedies set forth in this **Section 9.5** is reasonably available with respect to the Infringement Claim features then Service Provider may direct Customer to cease any use of any materials that have been enjoined or finally adjudicated as infringing, provided that Service Provider will refund to Customer any prepaid Fees for SaaS Services that have not been provided.
- (d) Excluding the indemnity obligation owed by Service Provider to Customer, the remedies set forth in this Section **9.5** are Customer's exclusive remedies with respect to any Infringement Claim.

9.6. Indemnification Procedure. The party seeking indemnification will promptly notify the Indemnifying Party in writing of any Claims for which such party seeks indemnification pursuant to this **Section 9** and cooperate with the Indemnifying Party at the Indemnifying Party's sole cost and expense. The Indemnifying Party will immediately take control of the defense and investigation of such Claim and will employ counsel reasonably acceptable to the other party to handle and defend the same, at the Indemnifying Party's sole cost and expense. The Indemnifying Party will not settle any Claim on any terms or in any manner that adversely affects the rights of the other party or any Indemnitee without the other party's prior written consent, which will not be unreasonably withheld or delayed. The other party and any Indemnitee may participate in and observe the proceedings at its own cost and expense with counsel of its own choosing. A party's failure to perform any obligations under this **Section 9.6** will not relieve the Indemnifying Party of its obligations herein except to the extent that the Indemnifying Party can demonstrate that it has been prejudiced as a result of such failure.

10. Limitations of Liability.

10.1. EXCLUSION OF INDIRECT DAMAGES. TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR THE

FOLLOWING TYPES OF LOSS: LOSS OF PROFITS OR REVENUE; LOSS OF BUSINESS OR GOODWILL, OR BUSINESS INTERRUPTION, OR ANY INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT, A SERVICE ORDER/SOW OR THE PERFORMANCE OR BREACH THEREOF, WHETHER BASED IN CONTRACT, TORT OR ANY OTHER THEORY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITIES OF SUCH CLAIM.

10.2. CAP ON DIRECT DAMAGES. EXCEPT FOR DAMAGES ARISING OUT OF OR RELATING TO A PARTY'S INDEMNIFICATION OBLIGATIONS, BREACH OF CONFIDENTIALITY OBLIGATIONS, OR UNDER OR ANY OTHER LIABILITY WHICH MAY NOT BE EXCLUDED BY LAW, EACH PARTY'S AGGREGATE LIABILITY TO THE OTHER PARTY ARISING UNDER OR IN RELATION TO THIS AGREEMENT, A SERVICE ORDER/SOW (OTHER THAN CUSTOMER'S OBLIGATION TO PAY FEES) WILL BE LIMITED TO THE LESSER OF ACTUAL DIRECT DAMAGES OR THE ACTUAL FEES PAID BY CUSTOMER TO SERVICE PROVIDER UNDER THE AFFECTED SERVICE ORDER/SOW DURING THE TWELVE (12) MONTH PERIOD PRIOR TO ANY INCIDENT UNDER WHICH OR IN RELATION TO WHICH THE LIABILITY ARISES. THE EXCLUSIONS AND LIMITATIONS WILL NOT APPLY TO LOSSES ARISING OUT OF OR RELATING TO A PARTY'S GROSS NEGLIGENCE OR MORE CULPABLE CONDUCT, INCLUDING ANY WILLFUL MISCONDUCT OR INTENTIONAL WRONGFUL ACTS.

11. Representations and Limited Warranties.

11.1. Mutual Representations and Warranties. Each party represents and warrants to the other party that:

- (a) it is duly organized, validly existing and in good standing as a corporation or other entity as represented herein under the laws and regulations of its jurisdiction of incorporation, organization or chartering;
- (b) it has, and throughout the Term and any Renewal Terms during which it does or is required to perform the SaaS Services will retain, the full right, power and authority to enter into this Agreement and perform its obligations hereunder;
- (c) the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate/ action of the party; and
- (d) when executed and delivered by such party, this Agreement will constitute the legal, valid and binding obligation of such party, enforceable against such party in accordance with the Agreement terms, except as the enforceability thereof may be limited by bankruptcy and similar Laws affecting creditors' rights generally and by general equitable principles.

11.2. Additional Service Provider Warranties. Service Provider represents, warrants and covenants to Customer that:

- (a) it is in the business of providing the SaaS Services;

- (b) it is the lawful licensee or owner of the SaaS Services (excluding any Customer Data therein) and has all the necessary rights in the SaaS Services to grant the use of the SaaS Services to Customer;
- (c) the Service Software and Services will in all material respects conform to and perform in accordance with the Documentation and all requirements of this Agreement ;
- (d) it will use its best efforts to ensure that no Disabling Code is introduced into Customer's computing and network environment by the SaaS Services; and
- (e) it will perform all Services in a timely, professional and workmanlike manner with a level of care, skill, practice and judgment consistent with generally recognized industry standards and practices for similar services, using personnel with the requisite skill, experience and qualifications, and will devote adequate resources to meet Service Provider's obligations under this Agreement.

11.3. Additional Customer Warranty. Customer represents, warrants and covenants to Service Provider that:

- (a) Customer owns or otherwise has and will have the necessary rights and consents in and relating to the Customer Data so that, as received by Service Provider and Processed in accordance with this Agreement, Customer does not and will not infringe, misappropriate or otherwise violate any Intellectual Property Rights, or any privacy or other rights of any third party or violate any applicable Law.
- (b) prior to Customer's delivery to Service Provider of any Customer Data that is outside of the Service Providers Systems, Customer shall use current industry state-of-the-art anti-virus measures to detect, prevent and remove Disabling Code, and to prevent the spread of Disabling Code between the Parties when accessing and/or exchanging data or software through the Interfaces or any other network connectivity.

11.4. DISCLAIMER OF WARRANTIES. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH HEREIN, ALL SERVICES AND SERVICE PROVIDER MATERIALS ARE PROVIDED "AS IS" AND SERVICE PROVIDER HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHER, AND PROVIDER SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE. ALL THIRD-PARTY MATERIALS ARE PROVIDED "AS IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY THIRD PARTY MATERIALS IS STRICTLY BETWEEN CUSTOMER AND THE THIRD-PARTY OWNER OR DISTRIBUTOR OF THE THIRD-PARTY MATERIALS.

12. Insurance.

12.1. Service Provider will, at its own expense, procure and maintain in full force and effect during the term of this Agreement, policies of insurance, of the types and in the minimum amounts as follows, with responsible insurance carriers duly qualified in those states

(locations) where the SaaS Services are to be performed, covering the operations of Service Provider, pursuant to this Agreement: commercial general liability (\$1,000,000 per occurrence, \$1,000,000 aggregate); excess liability (\$2,000,000 per occurrence, \$2,000,000 aggregate); workers' compensation (statutory limits) and employers' liability (\$500,000 per accident); and, professional liability (\$1,000,000 per occurrence, \$1,000,000 aggregate). At Customer's request, Customer will be included, via blanket endorsement, as an additional insured in such policies, excluding workers' compensation and professional liability, which will contain standard cross liability clauses. At Customer's Request, Service Provider will provide Customer with certificates of insurance evidencing all of the above coverage and will provide Customer with certificates of insurance evidencing renewal or substitution of such insurance upon the effective date of such renewal or substitution.

13. Force Majeure.

13.1. Force Majeure Events. Neither party will be liable in damages or have the right to terminate this Agreement for any reasonable delay or default in performing under this Agreement if such delay or default is caused by conditions beyond the party's reasonable control, including without limitation acts of God, natural disasters, war or other hostilities, labor disputes, civil disturbances, governmental acts, orders or regulations or failures or fluctuations in electrical power, heat, lights, air conditioning or telecommunications equipment (each of the foregoing, a "**Force Majeure Event**"), provided that the non-performing party is without fault in causing such condition. Subject to the party so delaying promptly notifying the other party in writing of the reason for the delay and the likely duration of the delay, the performance of the delaying party's obligations, to the extent affected by the delay, will be temporarily suspended during the reasonable period of time that the cause persists, provided that if performance is not resumed within thirty (30) days after that notice, the non-delaying party may by notice in writing immediately terminate this Agreement.

14. General Provisions.

14.1. Compliance with Laws/Export. The Parties will comply with all applicable Laws, regulations and codes, including procurement of permits and licenses, when needed, of their respective states, territories, and/or countries in the performance of this Agreement, provided such is not in violation of the U.S. Government's Export and Anti-boycott Rules and Regulations. The SaaS Services and Deliverables and related technical information, documents and materials are subject to export controls under the U.S. Export Administration Regulations and other applicable laws. Customer will (a) comply strictly with all legal requirements established under these controls; (b) cooperate fully with Service Provider in any audit or inspection that relates to these controls; and (c) not export, re-export, divert or transfer, directly or indirectly, any such item to any country or person who or which is embargoed by Executive Order or any applicable law, including any rules, regulations or policies promulgated thereunder.

14.2. Further Assurances. Each party will, upon the reasonable request, and at the sole cost and expense, of the other party, promptly execute such documents and perform such acts as may be necessary to give full effect to the terms of this Agreement.

14.3. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement will be construed as creating any

agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party will have authority to contract for or bind the other party in any manner whatsoever.

- 14.4. Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder, other than routine communications having no legal effect, will be in writing and addressed to the parties as follows (or as otherwise specified by a party in a notice given in accordance with this Section):

If to Service Provider:

Landis+Gyr Technology, Inc.  
3000 Mill Creek Avenue, Suite 100  
Alpharetta, GA 30022  
Attn: Legal Department  
Facsimile: 678.258.1686

If to Customer:

**City of Grand Island Utilities**  
**1116 W. N. Front Street**  
**Grand Island, NE 68801**  
**Attn: Bryan Fiala**  
Facsimile:

Notices sent in accordance with this **Section 14.4** will be deemed effectively given: (a) when received, if delivered by hand (with written confirmation of receipt); (b) when received, if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile with confirmation of transmission, if sent during normal business hours of the recipient, and on the next business day, if sent after normal business hours of the recipient; or (d) on the fifth (5<sup>th</sup>) day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid.

- 14.5. Interpretation. For purposes of this Agreement: (a) the words “include,” “includes” and “including” are deemed to be followed by the words “without limitation”; (b) the word “or” is not exclusive; [and] (c) the words “herein,” “hereof,” “hereby,” “hereto” and “hereunder” refer to this Agreement as a whole; and all personal pronouns, whether used in the feminine, masculine, or neuter gender, include all other genders and the singular will include the plural and vice versa. Unless the context otherwise requires, references herein: (x) to Sections, Schedules and Exhibits refer to the sections of, and schedules and exhibits attached to, this Agreement; (y) to an agreement, instrument or other document (including this Agreement) means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof, and together with all schedules and exhibits thereto; and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. The Schedules and Exhibits referred to herein will be construed with, and as an integral part of, this Agreement to the same extent as if such Schedules and Exhibits were set forth verbatim herein.

- 14.6. Headings. The headings in this Agreement are for reference only and will not affect the interpretation of this Agreement.
- 14.7. Entire Agreement. This Agreement, including all Service Orders and other Schedules and Exhibits and any other documents, agreements or instruments incorporated by reference herein, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, and all subsequent oral understandings and agreements with respect to such subject matter. In the event of any conflict between the terms of this Agreement and those of any Schedule, Exhibit or other document, the following order of precedence will govern: (a) first, this Agreement, excluding its Exhibits and Schedules; (b) second, the Exhibits and Schedules to this Agreement as of the Effective Date; and (c) third, any other documents, instruments or agreements incorporated herein by reference. This Agreement and all Service Orders take precedence over any purchase order issued by Customer, which may be accepted by Service Provider for administrative convenience only.
- 14.8. Assignment. Neither party will assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Agreement without the other party's prior written consent, which consent will not unreasonably be withheld or delayed. Any purported assignment, delegation or transfer in violation of this Section 14.8 is void. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective permitted successors and assigns.
- 14.9. No Third-party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective permitted successors and permitted assigns and nothing herein, express or implied, is intended to or will confer on any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.
- 14.10. Amendment and Modification; Waiver. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement will operate or be construed as a waiver thereof; nor will any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.
- 14.11. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable according to Law, such invalidity, illegality or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto will negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

14.12. Governing Law; Submission to Jurisdiction.

- (a) This Agreement and all related documents, and all matters arising out of or relating to this Agreement, are governed by, and construed in accordance with, the laws of the State of Georgia, without regard to Georgia's conflict of laws principles. The Uniform Computer Information Transactions Act does not have any application to this Agreement.
- (b) Any legal suit, action or proceeding arising out of or related to this Agreement or the licenses granted hereunder will be instituted exclusively in the federal courts of the United States or the courts of the State of Georgia in each case located in Fulton County, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. Service of process, summons, notice or other document by mail to such party's address set forth herein will be effective service of process for any suit, action or other proceeding brought in any such court.

14.13. Waiver of Jury Trial. Each party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement or the transactions contemplated hereby.

14.14. Equitable Relief. The Parties will be entitled to seek injunctive or other equitable relief whenever the facts or circumstances would permit a party to seek equitable relief in a court of competent jurisdiction.

14.15. Attorneys' Fees. In the event that any action, suit, or other legal or administrative proceeding is instituted or commenced by either party hereto against the other party arising out of or related to this Agreement, the prevailing party will be entitled to recover its reasonable attorneys' fees, expert witness fees and out-of-pocket and court costs from the non-prevailing party.

14.16. Limitations on Actions. No actions, regardless of form, arising from the transactions under this Agreement, may be brought by either party more than two (2) years after the cause of action has accrued.

14.17. Schedules and Exhibits. All Exhibits that are referenced herein and attached hereto, or are signed by both parties on or after the Effective Date, are hereby incorporated by reference. The following Schedules and Exhibits are attached hereto and incorporated herein:

Schedule A     Service Level Agreement  
Schedule B     Service Order; Pricing

14.18. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will be deemed to be one and the same agreement and will become effective and binding upon the parties as of the Effective Date at such time as all the signatories hereto have signed a counterpart of this Agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission (to which a signed PDF copy is attached) will be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date by their duly authorized representatives.

**Landis+Gyr Technology, Inc.**

**Customer**

By: Rebecca J Lorentz

By: \_\_\_\_\_

Name: Rebecca Lorentz

Name: \_\_\_\_\_

Title: Director Order Fulfillment

Title: \_\_\_\_\_

Date: April 20, 2016

Date: \_\_\_\_\_

## SCHEDULE A

### SERVICE LEVEL AGREEMENT

Service Provider shall provide Customer with Service Levels on the terms and conditions set forth in this Schedule and the Software as a Service (SaaS) Agreement dated as of the Effective Date, by and between **City of Grand Island Utilities** and Landis+Gyr Technology, Inc. (“**Main Agreement**”). All capitalized terms that are not defined in this Schedule shall have the respective meanings given to such terms in the Main Agreement.

1. Definitions. For purposes of this Schedule the following terms have the meanings set forth below.

“**Error**” means any reproducible failure of the Service Software to operate in all material respects in accordance with the Documentation and, to the extent consistent with and not limiting of the Documentation, including any problem, failure or error referred to in the Service Level Table.

“**Service Levels**” means the defined Error severity levels and corresponding required service level responses and response times referred to in the Service Level Table.

“**Service Level Table**” means the table set out in Section 2.4.

“**Support Period**” means the Service Order Term as set forth in the applicable Service Order.

2. Availability Requirement. Subject to the terms and conditions of the Main Agreement and this Schedule, Service Provider will use commercially reasonable efforts to make the SaaS Services Available, as measured over the course of each calendar month during the Support Period and any additional periods during which Service Provider does or is required to perform any SaaS Services (each such calendar month, a “**Service Period**”), at least 99.5% of the time, excluding only the time the SaaS Services are not Available solely as a result of one or more Exceptions (“**Availability Requirement**”). “**Available**” means the SaaS Services are available and operable for normal access and use by Customer and its Authorized Users over the Internet in material conformity with the Documentation.

- 2.1. Exceptions. No period of SaaS Service degradation or inoperability will be included in calculating Availability to the extent that such downtime or degradation is due to any of the following (“**Exceptions**”):

- a. Customer's misuse of the SaaS Services;
- b. failures of Customer's or its Authorized Users' Internet connectivity;
- c. internet or other network traffic problems other than problems arising in or from networks actually or required to be provided or controlled by Service Provider or its Subcontractor; or
- d. Customer's or any of its Authorized Users' failure to meet any minimum hardware or software requirements set forth in the Documentation.
- e. Force Majeure Event

- f. Failure, interruption, outage or other problem with any software, hardware, system, network, facility or other matter not supplied by Service Provider pursuant to the Main Agreement or this Schedule.
  - g. Scheduled Downtime; or
  - h. disabling, suspension or termination of the Services pursuant to Section 3.4 of the Main Agreement.
3. Support Services. Service Provider will provide SaaS Service maintenance and support services (collectively, “**Support Services**”) during the support hours throughout the Support Period in accordance with the terms and conditions of this Schedule and the Main Agreement, including the Service Levels and other Service Provider obligations set forth herein. The Support Services are included in the SaaS Services, and Service Provider will not assess any additional fees, costs or charges for such Support Services.
- 3.1. Support Service Responsibilities. Service Provider will:
- (a) respond to Support Requests in accordance with the Service Levels;
  - (b) provide responsive telephone or email support as set forth in Section 3.6.
  - (c) Provide online access to technical support bulletins and other user support information and forums, to the full extent Service Provider makes such resources available to its other customers.
- 3.2. Service Monitoring and Management. Service Provider will continuously monitor and manage the SaaS Services to optimize Availability (defined herein) that meets or exceeds the Availability Requirement. Such monitoring and management will include:
- (a) proactively monitoring on a twenty-four (24) hour by seven (7) day basis all SaaS Services, infrastructure and other components of SaaS Service security;
  - (b) if such monitoring identifies, or Service Provider otherwise becomes aware of, any circumstance that is reasonably likely to threaten the Availability of the SaaS Service, taking all necessary and reasonable remedial measures to eliminate such threat and ensure Availability;
  - (c) if Service Provider receives knowledge that the SaaS Service or any SaaS Service function or component is not Available (including by notice from Customer pursuant to the procedures set forth herein or in the applicable Service Order):
    - i. Service Provider will confirm the outage by a direct check of the associated facility or facilities;
    - ii. if Service Provider's facility check in accordance with clause (i) above confirms a SaaS Service outage in whole or in part: (A) notifying Customer pursuant to the procedures set forth herein or in the applicable Service Order that an outage has occurred, providing such details as may be available, including a Service Provider trouble ticket number, if appropriate, and time of outage; and (B) working all problems causing

and caused by the outage until they are resolved as Critical Service Errors in accordance with the Support Request Classification set forth in the Service Level Table.

- iii. Service Provider will continuously maintain the SaaS Services to optimize Availability that meets or exceeds the Availability Requirement. Such maintenance services will include providing to Customer and its Authorized Users:
  - a. such updates, bug fixes, enhancements, new releases, new versions and other improvements to the SaaS Services, including the Service Software, that Service Provider provides at no additional charge to Service Provider's other similarly situated customers. Specific upgrades are set forth in the applicable Service Order; and
  - b. all such services and repairs as are required to maintain the SaaS Services or are ancillary, necessary or otherwise related to Customer's or its Authorized Users' access to or use of the SaaS Services, so that the SaaS Services operate properly in accordance with this Agreement and the Documentation.

3.3. Scheduled Downtime. Planned maintenance and updates are not expected to exceed ten (10) hours in a normal month. Service Provider will use commercial reasonable efforts to provide Customer advance notification (via email) of scheduled maintenance that is anticipated to involve system unavailability of two (2) hours or more. Service Provider will use commercially reasonable efforts to notify Customer at least 48 hours (via email) in advance to scheduled maintenance and updates ("**Scheduled Downtime**"). Service Provider will use commercially reasonable efforts to perform scheduled maintenance outside the hours of 7:00 AM – 7:00 PM Central Standard Time, Monday – Friday.

3.4. Service Levels.

Response times will be measured from the time Service Provider receives a Support Request until the respective times Service Provider has responded to that Support Request. Service Provider shall respond to all Support Requests within the following times based on Service Provider's designation of the severity of the associated Error, subject to the parties' written agreement to revise such designation after Service Provider's investigation of the reported Error and consultation with Customer:

Severity Level of incident	Definition	Response Time During Business Hours	Response Time During Non-Business Hours
Critical	<u>Critical Business Impact</u> – Impacts multiple users and halts or severely impacts the division's ability to conduct critical operations. Postponement of any critical interface file that can delay Field Services, Billing and daily critical activities.	2 Hours or less*	4 Hours or less
High	<u>Significant Business Impact</u> – Impacts individual or small work group. Normal operations may be degraded but can continue.	4 Hours	8 Hours
Medium	<u>Some Business Impact</u> – Impacts individual or small work group. Normal operations may be degraded but can continue, and service response may be delayed until a mutually established future time. Issue is informational in nature, a request, suggestion or report. No immediate remedial action is expected.	1 Business Day	2 Business Days
Low	<u>Non-Business Impact</u> – Maintenance request, data requests, and non-critical process enhancements.	2 Business Days	3 Business Days

\*Response time critical incident during business hours or after business hours

3.5. Support Requests and Customer Obligations.

- (a) Support Requests. Customer may request Support Services by way of a Support Request. Customer shall classify its requests for Error corrections in accordance with the severity levels classifications and definitions of the Service Level Table set forth in Section 3.4 (“**Support Request**”). Customer shall notify Service Provider of each Support Request by e-mail, telephone or such other means as the parties may agree to in writing. Customer shall include in each Support Request a description of the reported Error and the time Customer first observed the Error.
- (b) Customer Obligations. Customer will, by and through its employee or consultants provide the Service Provider with:
  - i. prompt notice of any Errors; and
  - ii. each of the following to the extent reasonably necessary to assist Service Provider to reproduce operating conditions similar to those present when Customer detected the relevant Error and to respond to the relevant Support Request:
    - a. direct access to the Customer Systems and the Customer’s files and personnel;
    - b. output and other data documents and information, each of which is deemed Customer’s Confidential Information as defined in the Main Agreement; and
    - c. such other reasonable cooperation and assistance as Service Provider may request.

3.6. Service Desk Contact Information. The point of contact for Support Requests is the Service Desk. The phone number for the Service Desk is: (888) 390-5733. Normal support hours are 7:00 AM – 6:00 PM Central Time, Monday through Friday. After hours support is accessible 24 x 7 by calling the Service Desk number and following the prompts.

- 4. Backup and Recovery. Service Provider will conduct or have conducted at minimum, daily backups of Customer Data and perform or cause to be performed other periodic backups (snapshots, differential backups, etc.). At least one backup will be stored online (directly accessible) and one full backup will be stored near-line. Both copies will be less than one week old and may be overwritten as they are replaced with newer backups. Weekly backups are stored for a minimum of one month. Monthly backups are stored off-site for a minimum of one (1) year.
- 5. Business Continuity and Disaster Recovery Protection. Service Provider has an ongoing Business Continuity (“**BC**”) program (that includes Risk Assessment) that covers its primary locations as well as a Disaster Recovery (“**DR**”) program for restoring its data center operations. Service Provider uses industry best practices and exercises its DR program, (i.e. failing over its customers services to an alternate datacenter with client verification) for an additional fee.
- 6. Communications. In addition to the mechanisms for giving notice specified in the Main Agreement, unless expressly specified otherwise in this Schedule or the Main Agreement, the parties may use e-mail for communications on any matter referred to herein.

IN WITNESS WHEREOF, the parties hereto have executed this Schedule A as of the last signature date below.

**Landis+Gyr Technology, Inc.**

**Customer**

By: Rebecca J Lorentz

By: \_\_\_\_\_

Name: Rebecca Lorentz

Name: \_\_\_\_\_

Title: Director Order Fulfillment

Title: \_\_\_\_\_

Date: April 20, 2013

Date: \_\_\_\_\_

**SCHEDULE B**  
**SERVICE ORDER; PRICING**  
**SERVICE ORDER NO. 001**

This Service Order No. 001, effective as of the last signature date set forth below (the “**Service Order No. 001 Effective Date**”), is issued and executed as Schedule B to the Software as a Service (SaaS) Agreement also dated as of the Service Order No. 001 Effective Date, by and between **City of Grand Island Utilities** (as Customer) and Landis+Gyr Technology, Inc. (as Service Provider) (the “**Main Agreement**”) and is a part of and incorporated into the Main Agreement. All capitalized terms that are not defined in this Schedule shall have the respective meanings given to them in the Main Agreement.

**SCOPE OF SERVICE.** Service Provider shall provide Customer with access to Services on the terms and conditions set forth in the Main Agreement. Service Provider will provide Services that will enable Customer to access the Service Software.

1. **Service(s) Description**

The Service Software provided to Customer consists of the following items:

- X Gridstream Command Center RF
- Gridstream Command Center PLC
- Gridstream Command Center PLX
- Gridstream Advanced Security

2. **SaaS Service Term**

The initial term for this Service Order begins after Service Software installation upon verification of Customer’s ability to access and utilize the SaaS Services as provided herein and in the Main Agreement and ends twelve (12) months thereafter (the “**Initial Service Order Term**”).

Upon expiration of the Initial Service Order Term, this Schedule B shall automatically renew for successive one (1) year periods (each a “**Renewal Term**” and together with the Initial Service Order Term, the “**Service Order Term**”), unless a party provides the other party with written notice of its intent not to renew this Service Order at least ninety (90) days prior to the expiration of the then current term.



3. **SaaS Service Fee**

3.1 The Fee Schedule is determined by the total number of Endpoints deployed by Customer. The fee for the Initial Service Order Term for the number of Endpoints set forth in Section 2 of this Service Order (the “**Initial Service Fee**”) payable by Customer to Service Provider is a total of \$675.00 USD per month based on up to 667 Endpoints. Actual fee will be calculated and billed on a monthly basis and include adjusted fees for the total number of Endpoints in the “deployed” status on the last business day of the previous month, as indicated by the Command Center Software.

<b>Quantity of Deployed Endpoints in Command Center</b>	<b>Price</b>
Up to 2,000	\$675 flat rate per month
2,001 to 6,000	\$750 flat rate per month
6,001 to 8,000	\$850 flat rate per month
8,001 to 12,500	\$1,000 flat rate per month
12,501 to 30,000	\$0.09 per deployed endpoint, per month
30,001 to 59,999	\$0.07 per deployed endpoint, per month
60,000+	\$0.05 per deployed endpoint, per month

3.2 The fees for the Renewal Terms of SaaS Service are payable by Customer to Service Provider as set forth in the Main Agreement.

3.3 Customer is required to add additional Endpoints prior to beneficial use of such additional Endpoints.

4. **Price Increases**

Service Provider's Additional Endpoint Fees are fixed during the Initial Term. Service Provider Additional Endpoint fees for Renewal Terms shall escalate annually as of each anniversary of the Effective Date of the Service Order by the amount of the increase in the Consumer Price Index – All Urban Consumers of the Bureau of Labor Statistics of the U.S. Department of Labor for U.S. for All Items with Base Years 1982-1984=100. Those increases will be measured applying the twelve (12) month period ending in the month for which the most recent index results are available as of that anniversary of the Effective Date.

## 5. Summary of Services Included in Service Order

SaaS Services are detailed in the SaaS Agreement. Services specific to this Service Order are detailed below:

- 5.1 Project Coordination. Service Provider will provide a project coordination to provide direction to Customer relating to SaaS Services. Customer to provide primary point of contact to work with the project coordinator.
- 5.2 Installation and Configuration. Installing the Software in the data center with standard configurations. Custom configurations are available for an additional fee as detailed in an applicable SOW. Service Software includes Service Provider Application Software, operating system software, database software and any software running on the Service Provider equipment.
- 5.3 Upgrades. Service Provider and Customer will mutually agree on an upgrade schedule for Service Software. SaaS Services include at least one (1) Software Upgrade per calendar year. Customer agrees to remain on a Supported Release of Service Software. Service Provider will install all Software Upgrades on the Service Provider Equipment. Service Software includes Service Provider Application Software, operating system software, database software and any software running on the Service Provider Equipment. Software DOES NOT INCLUDE any application or tools software running on local Customer computers or other Customer equipment including Mobile Administration Software (“MAS”) upgrades to handheld devices, endpoint programming software upgrades at the Customer site, Endpoint Test Manager (“ETM”), RadioShop or Substation Processing Unit Software Upgrades.
- 5.4 Integration(s). Service Provider will provide integrations to third party systems for an additional fee as detailed in the applicable SOW.
- 5.5 Data Availability. Service Provider will make available on a live basis at least 90 days of Customer Data. Data older than 90 days will be archived and available to Customer upon request (additional fees may apply). Archive data will be retained for a minimum of one (1) year. Additional data retention periods are available for an additional fee.
- 5.6 Monitor Collector Communications (To the Extent Service Provider is providing the Backhaul Services). To the extent applicable, Service Provider will monitor the status of system communications. In the event of a fault during normal business hours if the communications fault is a result of a Service Provider Equipment failure, Service Provider will resolve the communications fault. If the communications fault is not the result of a Service Provider Equipment failure, Service Provider will report the fault for resolution by Customer. In the event of a fault as a result of a Service Provider Equipment failure outside of normal business hours, Service Provider will attempt to resolve the issue; however, no notice of the event will be made to the Customer. Should Customer require assistance with respect to communications to the system, after hours assistance is available as described in Schedule A.
- 5.7 Process Collector Communication Fees. Service Provider will process and invoice for communication fees as applicable.

## 6. Customer Responsibilities:

- 6.1 Conduct Collector Field Maintenance. Customer will perform field maintenance work on the Meters/modules and Collectors. This includes, but is not limited to, updating the collector, ETM, RadioShop and other Field Tools software to the latest version.
- 6.2 Interface Billing data to Customer Billing System. Customer is responsible for executing the Billing Extract file utilizing the functionality built into the Command Center Software and loading it into Customer's billing system. Customer is also responsible for any exception processing that is associated with endpoints that do not have billing data available for a particular billing cycle window.
- 6.3 Provide Collector Communication. Customer is responsible for purchasing and physically maintaining all collector communications infrastructure as applicable.
- 6.4 Administer Login and Passwords. Customer is responsible for assigning security officer(s), administering all Software logins and passwords, to provide Customer-selected configurations and to maintain access rights for the Customer's employees.
- 6.5 Support Utility Consumer. Customer is responsible for handling all support for Customer's own end-use consumers. Service Provider will not provide any support regarding billing inquiries or any other matter for end-use consumers.
- 6.6 Install and Upgrade Endpoint Programmer Software. Customer is responsible to load and maintain Endpoint Programmer Software on desired hardware at Customer's location including ETM , Radioshop and other field tools.
- 6.7 Loading Files. Customer is responsible for loading MMF, IIF and CIF files to Software.
- 6.8 Application Administration. Customer is responsible to provide Customer-selected configurations and maintain access rights.
- 6.9 Application Operations. Customer is responsible to provide daily business operations of the Software monitoring jobs; reporting; coordination of issues, etc.
- 6.10 IT coordination. Customer is responsible to coordinate management of interfaces to connected Customer Systems.
- 6.11 Upgrades. Customer is responsible to validate upgrades to Software.

In the event of any conflict between the body of the Main Agreement and this Service Order B, the body of the Main Agreement will govern.

**Landis+Gyr Technology, Inc.**

**Customer**

By: Rebecca Lorentz

By: \_\_\_\_\_

Name: Rebecca Lorentz

Name: \_\_\_\_\_

Title: Director Order Fulfillment

Title: \_\_\_\_\_

Date: April 20, 2016

Date: \_\_\_\_\_

RESOLUTION 2016-95

WHEREAS, on April 3, 2012, Council was presented the information concerning a pilot project using Automated Meter Infrastructure (AMI) which included approximately 170 new water meters for new water construction in Merrick County; and

WHEREAS, the intent of the pilot project was to gain first-hand experience with the installation and operation of an AMI system as well as determining the fiscal costs and benefits; and

WHEREAS, on October 23, 2012, Council awarded the AMI pilot project to Landis+Gyr in the amount of \$108,129.95, with an annual server support cost of \$8,100.00; and

WHEREAS, the term of the AMI pilot project with Landis+Gyr will expire at the end of May and some of the goals of the project have not yet been implemented and Landis+Gyr has provided a proposal for a one year extension of the server hosting services for the same price of \$8,100.00; and

WHEREAS, the Legal Department has reviewed and approved the agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the AMI Support Service Contract Extension with Landis+Gyr is hereby approved, and the Mayor is authorized to sign the Agreement on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 26, 2016

\_\_\_\_\_  
Jeremy L. Jensen, Mayor

Attest:

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

Approved as to Form	☐ _____
April 22, 2016	☐ City Attorney



# City of Grand Island

Tuesday, April 26, 2016

Council Session

## Item G-10

**#2016-96 - Approving the Hazard Mitigation Plan**

Staff Contact: Jon Rosenlund

# Council Agenda Memo

**From:** Jon Rosenlund, Director EM911

**Meeting:** April 26, 2016

**Subject:** Approving the Hall County Hazard Mitigation Plan

**Presenter(s):** Jon Rosenlund, Director EM911

## Background

The Hall County Hazard Mitigation Plan (HMP) was developed to include Hall County and all municipalities therein. The HMP defines and describes the hazards common in Hall County and delineates methods that the partners within the Plan can work to mitigate those hazards. This plan is an update from the plan approved in 2007. FEMA requires all jurisdictions to adopt an approved HMP.

## Discussion

The Hall County Hazard Mitigation Plan (HMP) was developed to include Hall County and all municipalities therein. The HMP defines and describes the hazards common in Hall County and delineates methods that the partners within the Plan can work to mitigate those hazards. A copy of the HMP is on file in the City Clerk's Office and the Emergency Management Office.

FEMA requires that local jurisdictions plan various methods of hazard mitigation and a currently adopted plan is required for receiving FEMA assistance following a disaster. This plan is an update from the plan approved in 2007. Work on this updated HMP has been ongoing for two years. The draft presented to Council has been tentatively approved by NEMA and FEMA and awaits adoption by resolution by all partners before it can receive final approval by FEMA.

## 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 Hazard Mitigation Plan.

### **Sample Motion**

Move to approve the Hazard Mitigation Plan.



RESOLUTION 2016-96

WHEREAS, the City Council of Grand Island, Nebraska, pursuant to Nebraska Statute, is vested with the authority of administering the affairs of Grand Island, Nebraska; and;

WHEREAS, it has been determined that a Hall County Hazard Mitigation Plan has been developed and updated in order to provide for a plan for mitigating local hazards that exist in Hall County, the City of Grand Island and other cities and villages in Hall County; and

WHEREAS, the City Council of Grand Island deems it advisable and in the best interest of Grand Island to approve said Hazard Mitigation Plan, and

WHEREAS, the acceptance of this 2016 Hazard Mitigation Plan supersedes all previous approved Hall County Hazard Mitigation Plans.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Hall County Hazard Mitigation Plan is hereby approved.

---

Adopted by the City Council of the City of Grand Island, Nebraska, April 26, 2016.

\_\_\_\_\_  
Jeremy L. Jensen, Mayor

Attest:

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

Approved as to Form	☐ _____
April 22, 2016	☐ City Attorney



# City of Grand Island

Tuesday, April 26, 2016

Council Session

## Item G-11

**#2016-97 - Approving Purchase of a New Backhoe Loader for the Streets Division of the Public Works Department**

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

# Council Agenda Memo

**From:** Shannon Callahan, Street Superintendent

**Meeting:** April 26, 2016

**Subject:** Approving Purchase of a New Backhoe Loader for the Streets Division of the Public Works Department

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

## Background

The Streets Division of the Public Works Department has one backhoe loader that is primarily used for concrete removal, dirt work, and excavation. The current backhoe, Unit 248, is a 2005 Terex 760 and has approximately 3,500 hours. The typical life of a backhoe loader is 5,000 hours therefore Unit 248 is at 70% of its useful life and the repair cost to purchase price ratio of 1.11.

The unit is showing signs of aging with a number of minor breakdowns. It is critical to have this unit running and available when needed due to the high priority functions it serves.

Current Unit 248 will be offered to all other divisions for purchase, if there is no interest then it will be sold at an on-line auction site. The use of the on-line surplus site has been very successful for the Streets Division over the last two years with the ability to reach bidders on a national level.

## Discussion

The City of Grand Island City Council approved the use of the National Joint Powers Alliance Buying Group (NJPA) with Resolution 2014-326.

To meet competitive bidding requirements, the Streets Division obtained pricing from the NJPA Contract No. 032515-JDC awarded to John Deere Construction Retail Sales and their designated vendor locations including Murphy Tractor & Equipment Co. of Grand Island, NE.

Public Works staff is recommending the purchase of a 2015 John Deere 310SL HL (see attachments) from Murphy Tractor & Equipment Co. of Grand Island, NE in the amount of \$110,434.00.

The purchase of a New Backhoe Loader was approved in the 2015-20165 FY budget. The last few weeks Unit 248 has had enough minor breakdowns that a rental unit was investigated to avoid spending money on repairs for a unit that is scheduled to be replaced and avoid extended down time. A backhoe loader from Murphy Tractor & Equipment Co. is currently being rented and if the recommended purchase is made the rental cost will be applied, in arrears, toward the cost of the new machine.

### **Alternatives**

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

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

### **Recommendation**

City Administration recommends that the Council approve the purchase of a New Backhoe Loader from Murphy Tractor & Equipment Co. of Grand Island, NE in the amount of \$110,434.00.

### **Sample Motion**

Move to approve the purchase of a New Backhoe Loader from Murphy Tractor & Equipment Co. of Grand Island, NE in the amount of \$110,434.00.



JOHN DEERE

# L-SERIES BACKHOES

310L EP / 310L / 310SL / 310SL HL / 315SL / 410L

**LIFT MORE AND MULTITASK**



UP TO  
**25%**  
**MORE**  
CRANING  
CAPABILITY

TO BUILD A BETTER BACKHOE,  
**WE WENT TO YOU, OUR CUSTOMER.**

Through our Customer Advocate Group (CAG), we collected invaluable input from owners and operators — the ones who know best what customers really need.

**You spoke.** And we listened and responded by expanding the breadth of our product line with the introduction of a new heavy-lift model and a side-shift model. We're also continuing our popular and competitively priced 310L EP. And as always, we're launching a host of new features to help you boost productivity and maximize uptime, while lowering daily operating costs. *When it comes to delivering what you want, **nobody responds like John Deere.***



**SIDE-SHIFT FOR TIGHT SPACES WITH THE 315SL.**

Standard-equipped side-shift backhoes can be offset up to 21 in. right or left of center, making them ideal for work in crowded urban areas and around obstacles.

ATTACHMENT 1

Page 2 of 15

# GET MORE DONE WITH ONE

## MULTIFUNCTION VERSATILITY, UNRIVALED CAPABILITY.

Why run two machines when one will do? Whether you're loading trucks, busting up blacktop, placing pipe, digging trenches, or moving materials, an L-Series Backhoe is more than up to the task. Building upon our highly productive K-Series Backhoes, the L-Series features additional backhoe lift capability and pressure-compensated load-sensing (PCLS) hydraulics (on the 310SL HL and 410L), for superb multifunction performance. The result: our most versatile backhoes ever.

### True four-wheel drive on command

Standard limited-slip mechanical-front-wheel drive (optional on the 310L EP and 310L) delivers superior traction in any ground condition. Engage momentary mechanical-front-wheel drive "on the fly" with the touch of a button on the new loader control.

### Powertrain performance

Responsive and productive five-speed transmission on the 310SL, 310SL HL, 315SL, and 410L provides transport speeds up to 25 mph. Add the AutoShift option and increase versatility in any application.

### Smooth gear changes

PowerShift™ transmission provides on-the-go clutchless gear changes for the operator.

### Powerful FT4 engines

Rugged FT4/Stage IV PowerTech™ Plus diesel engines\* meet rigid emission regulations, enabling you to work, wherever there's work — even in nonattainment areas. Our field-proven technology is simple, fluid efficient, fully integrated, and fully supported. It employs cooled exhaust gas recirculation, easy-to-maintain high-uptime exhaust filters (310SL HL and 410L only), and selective catalytic reduction.

### Control the ride and the load

With ride control activated, front loader hydraulic cylinders act as a shock absorber, smoothing travel over rough terrain, helping full loads reach their destination, and reducing operator fatigue.

### Better craning capability

The 310SL HL and 410L have up to 25-percent more backhoe lift under normal conditions.

### Multifunction hydraulics

PCLS hydraulics on the new heavy-lift 310SL HL and the 410L ensure superior multifunction capability at all speeds.



**FT4** EPA FINAL TIER 4 (FT4)/EU STAGE IV  
POWERTECH PLUS DIESEL ENGINES\*

*\*Interim Tier 4/Stage IIIB PowerTech on the 310L EP.*

ATTACHMENT 1  
Page 3 of 15

# THE NEW 310SL HL HEAVY-LIFT BACKHOE

Managing an expanding workload and multiple tasks doesn't have to mean moving up to a larger backhoe. Boasting significantly more craning capability along with pressure-compensated load-sensing (PCLS) hydraulics, our new 310SL HL is surprisingly adept — and may be the perfect addition to your equipment lineup.



UP TO  
**15%**

**INCREASE IN CRANING  
POWER WITH LIFT MODE**



### More lift capacity at the push of a button

Along with the 410L, the 310SL HL can deliver up to 25-percent more backhoe-lift capacity than their comparable K-Series models. New lift mode provides an additional boost of 10 to 15 percent. Simply pushing a button on the sealed-switch module (SSM) sets engine rpm at 1,400 and maximizes hydraulic pressure for increased craning capability.

### PCLS hydraulics for superb multifunction operation

The 310SL HL delivers all the advantages of PCLS hydraulics in the 14–15-ft. digging-depth category, enabling operator efficiency and productivity through improved multifunction control.



### Unobstructed view to the front loader bucket

Clear sightlines to the loader bucket corners have been maintained over the sloped hood, even with the addition of the aftertreatment components needed to meet FT4 compliance.



#### WHAT THE EXPERTS ARE SAYING:

Thanks to Deere asking for my input, I get a better machine, and these improvements make all the difference in my day's productivity.

— Todd Heiderscheidt, Backhoe CAG Member





*REDESIGNED PILOT TOWERS  
GIVE MORE LEGROOM AND  
SPACE TO ROTATE*



## ***MORE CONTROL AT YOUR FINGERTIPS*** *MAXIMUM PRODUCTIVITY IS CLOSE AT HAND.*

Increased productivity is within easy reach in an L-Series Backhoe. Redesigned loader-control grip and pilot controls provide effortless, fingertip operation of the backhoe and loader, while other machine functions are conveniently located on the steering column.



## LED SPOT- OR FLOODLIGHTS

### **New easy-to-use loader-control grip**

New “palm-on-top” loader-control grip is even more comfortable and easy to use. Control of clutch disconnect, transmission quick-shift, auxiliary proportional roller, and momentary mechanical-front-wheel drive is at your fingertips.

### **Easy, fingertip control of backhoe functions**

Fingertip electrohydraulic (EH) control of redesigned pilot levers provides even easier operation of backhoe functions, including selective flow and the horn.

### **Extend your workday**

LED lighting kit includes choice of LED spot- or floodlights. For enhanced visibility when your workday goes long.

### **More legroom and space to rotate**

Redesigned pilot towers provide more legroom and additional space for transitioning between loader and backhoe operation.

### **Fatigue-beating comfort**

L-Series Backhoes are loaded with creature comforts, including efficient HVAC system, adjustable mechanical or air-suspension seat, and optional premium radio with Bluetooth®, auxiliary input, and XM Satellite Radio™ capability.

### **Steering column controls**

Exterior lights, wipers, and turn signals are now more conveniently located on the multifunction lever on the steering column — just like the family SUV — helping operators keep their eyes on the job at hand.



ATTACHMENT 1

Page 6 of 15

# UNSURPASSED RELIABILITY

WON'T BACK DOWN. OR LET YOU DOWN.

Built with state-of-the-art tools and technology by a quality-conscious workforce at our world-class facility in Dubuque, Iowa, U.S.A., L-Series Backhoes deliver unmatched reliability and uptime. When you know how they're built, you'll run a Deere.



## 4WD

OPTION AT YOUR  
COMMAND



### Onboard diagnostics center

The most advanced onboard-diagnostics technology in the industry is standard on all L-Series Backhoes. The exclusive John Deere WorkSight™ suite of telematic solutions includes JDLink™ Ultimate with real-time machine monitoring and remote diagnostics to help increase uptime while lowering operating costs.

### Quick, clean filter changes

Vertical spin-on engine, transmission, and hydraulic filters and quick-release fuel filters allow fast, clean changes. Standard heavy-duty transmission oil filter increases reliability.

### More durable multipurpose bucket

Our rugged multipurpose bucket has been reinforced with thicker plates and stronger cylinder mountings for longer life.

### Bias and radial tire options

Choose from a variety of factory-installed tire options, for the traction, exceptional performance, and long service life your specific application requires.

### Diff-lock protection

Enabled through the monitor, differential-lock protection prevents engagement at high travel speeds and the resulting wear and tear on axle components.

### Maintenance-free batteries

Standard maintenance-free batteries reduce periodic servicing, improve cold-starting reliability, and lengthen battery life.

### Superior hydraulic oil

L-Series Backhoes come factory-filled with Hydrau™ premium all-season, anti-wear hydraulic oil specifically designed for construction equipment. Or for cold weather, opt for Hydrau™ XR, which offers all-season protection from -40 to 40 deg. C (-40 to 104 deg. F).

### Protect your investment

Machine-security system with touchpad passcode helps prevent unauthorized operation.

ATTACHMENT 1

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# EASY MAINTENANCE

*KEEP THE PEACE. AND YOUR PEACE OF MIND.*

## **Save fuel with economy mode**

Standard economy mode can be configured separately between loader and backhoe functions. For example, activate economy mode for backhoe functions while retaining full power for loader functions — a Deere exclusive. This helps maximize fuel usage in lighter-work applications with minimal effect on machine performance.

## **Improved diagnostics**

State-of-the-art multi-language monitor clearly displays machine diagnostics. Operators can program a multitude of time-specific functions such as auto shutdown and auto-idle quickly and easily.



## **Minimize downtime and expense**

Same-side ground-level service points help speed daily checks and fills. Other commonsense features such as quick-change filters, extended service intervals, simple-to-read sight gauges, and easy-access grease zerks help increase uptime and lower daily operating costs.

## **Coolers allow easy cleanout**

Hinged, stacked-assembly coolers tilt away from the radiator for convenient core cleanout.

ATTACHMENT 1

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### Save fuel and reduce noise

Auto-idle decreases engine speed when hydraulics aren't in use, to help maintain quiet working conditions and conserve precious fuel. Auto shutdown turns off the engine after an operator-selected period of inactivity, further keeping noise and fuel consumption down.

### Quiet, fuel-efficient fan

Variable-speed electronically controlled fan automatically speeds up or slows down, operating only as needed to keep things cool. Helps conserve power and fuel, while reducing noise. A viscous variable-speed fan option is available for the 310L EP.

### Proven engine technology

310L EP IT4/Stage IIIB emission-certified PowerTech engine requires no aftertreatment. 310SL HL and 410L FT4/Stage IV emission-certified PowerTech Plus engines feature a diesel oxidation catalyst (DOC), a diesel particulate filter (DPF), and a selective catalytic reduction (SCR) system. 310L, 310SL, and 315SL FT4/Stage IV emission-certified PowerTech Plus diesels include an SCR system.



Get valuable insight with

### **JOHN DEERE WORKSIGHT**

John Deere WorkSight is an exclusive suite of telematic solutions that increases uptime while lowering operating costs. At its heart, JDLink Ultimate machine monitoring provides real-time utilization data and alerts to help you maximize productivity and efficiency while minimizing downtime. Remote diagnostics enable your dealer to read codes, record performance data, and even update software without a trip to the jobsite.

Keep downtime down with

### **ULTIMATE UPTIME**

Ultimate Uptime, featuring John Deere WorkSight, is a customizable support solution available exclusively from your Deere dealer. This flexible offering maximizes equipment availability with standard John Deere WorkSight capabilities that can help prevent future downtime and speed repairs when needed. In addition to the base John Deere WorkSight features, our dealers work with you to build an uptime package that meets the specific needs of your machine, fleet, project, and business, including customized maintenance and repair agreements, onsite parts availability, extended warranties, fluid sampling, response-time guarantees, and more.

ATTACHMENT 1

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# 310SL HL SPECIFICATIONS

<b>Engine</b>		<b>310SL HL</b>	
Manufacturer and Model	John Deere PowerTech™ Plus 4045HT083 turbocharged		
Non-Road Emission Standard	EPA Final Tier 4/EU Stage IV		
Displacement	4.5 L (276 cu. in.)		
Net Peak Power (ISO 9249)	82 kW (110 hp) at 2,244 rpm		
Net Peak Torque (ISO 9249)	427 Nm (315 lb.-ft.) at 1,400 rpm		
Net Torque Rise	21%		
Lubrication	Pressure system with spin-on filter and cooler		
Air Cleaner	Dual-stage dry type with safety element and evacuator valve		
<b>Cooling</b>			
Fan Type	Electronically controlled, variable rate, suction type		
Engine Coolant Rating	-40 deg. C (-40 deg. F)		
Engine Oil Cooler	Oil to water		
<b>Powertrain</b>			
<b>Transmission</b>	5-speed, helical-cut gears, full PowerShift™ transmission with hydraulic reverser standard; electric clutch cutoff on loader lever; AutoShift transmission optional		
<b>Torque Converter</b>	Single stage, dual phase with 2.63:1 stall ratio, 280 mm (11 in.)		
Maximum Travel Speeds with Standard Engine, Measured with 21L-24 Rear Tires			
	<i>Forward</i>	<i>Reverse</i>	
Gear 1	5.7 km/h (3.5 mph)	7.2 km/h (4.5 mph)	
Gear 2	10.5 km/h (6.5 mph)	13.3 km/h (8.3 mph)	
Gear 3	21.4 km/h (13.3 mph)	21.2 km/h (13.2 mph)	
Gear 4	36.0 km/h (22.4 mph)	—	
Gear 5	40.0 km/h (24.9 mph)	—	
<b>Axles</b>			
Axle Oscillation, Stop to Stop, Front Axle	22 deg.		
Axle Ratings	<i>Mechanical-Front-Wheel Drive</i>		
	<i>Non-Powered Front</i>	<i>(MFWD)</i>	<i>Rear</i>
SAE J43	5500 kg (12,125 lb.)	5500 kg (12,125 lb.)	7500 kg (16,535 lb.)
Dynamic	8500 kg (18,739 lb.)	8500 kg (18,739 lb.)	10 000 kg (22,046 lb.)
Static	22 500 kg (49,604 lb.)	23 500 kg (51,809 lb.)	26 000 kg (57,320 lb.)
Ultimate	35 000 kg (77,162 lb.)	37 000 kg (81,571 lb.)	39 500 kg (87,083 lb.)
<b>Differentials</b>			
MFWD Axle	Automatic, limited-slip traction control		
Rear Axle	Foot actuated, hydraulically engaged 100% mechanical lock		
<b>Steering (ISO 5010)</b>			
Axle	<i>Non-Powered Front</i>	<i>MFWD</i>	
Curb-Turning Radius			
With Brakes	3.61 m (11 ft. 10 in.)	3.67 m (12 ft. 0 in.)	
Without Brakes	4.24 m (13 ft. 11 in.)	4.35 m (14 ft. 3 in.)	
Bucket-Clearance Circle			
With Brakes	10.53 m (34 ft. 7 in.)	10.61 m (34 ft. 10 in.)	
Without Brakes	11.42 m (37 ft. 6 in.)	11.59 m (38 ft. 0 in.)	
Steering Wheel Turns (lock to lock)	3.1 to 4.3	2.6 to 3.6	
<b>MFWD Axle</b>	Heavy duty, outboard planetary final drives distribute shock loads over 3 gears		
<b>Rear Axle</b>	Heavy duty, outboard planetary final drives distribute shock loads over 4 gears		
<b>Brakes (ISO 3450)</b>			
Service	Power assisted, hydraulic wet disc, mounted inboard, self-adjusting and self-equalizing		
Parking	Spring applied, hydraulically released, wet, multi-disc, independent of service brakes with electric switch control		

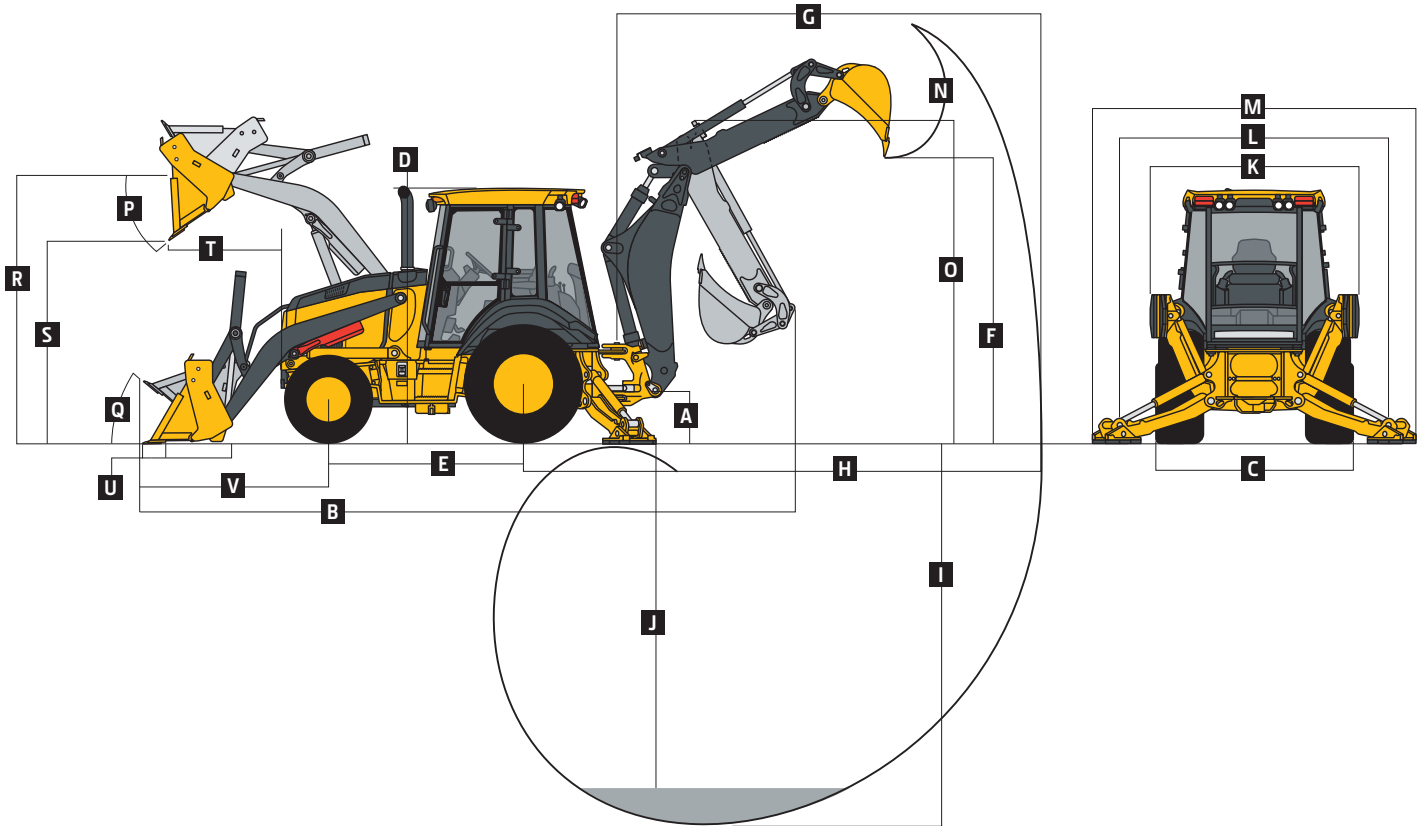
# 310SL HL SPECIFICATIONS



<b>Hydraulics</b>		<b>310SL HL</b>	
Main Pump		Pressure compensated load sensing (PCLS), axial-piston pump	
Pump Flow at 2,200 rpm, Backhoe and Loader		159 L/m (42 gpm)	
System Relief Pressure, Backhoe and Loader		24 993 kPa (3,625 psi)	
Backhoe (lift mode)		27 579 kPa (4,000 psi)	
<b>Controls</b>			
Backhoe		Pilot controls with pattern select standard; electrohydraulic (EH) auxiliary functions optional	
Loader		Single-lever control with electric clutch cutoff switch and MFWD (momentary) standard; single-lever control with electric clutch cutoff switch, EH proportional auxiliary roller, and transmission quick-shift optional	
<b>Electrical</b>			
Voltage		12 volt	
Alternator Rating		150 amp with cab / 120 amp with canopy and quarter cab	
<b>Lights</b>			
		10 halogen: 4 front, 4 rear, and 2 side docking (32,500 candlepower each); turn signals and flashers: 2 front and 2 rear; stop and taillights; and 2 rear reflectors; LED light field kits available with both flood- and spotlights	
<b>Operator Station</b>			
Type (SAE J1040)		Canopy, isolation mounted, ROPS/FOPS, left/right access, with molded roof; optional quarter cab (front glass only) and fully enclosed cab	
<b>Tires/Wheels</b>			
		<i>Front</i>	<i>Rear</i>
Non-Powered Front Axle		12.5/80-18 F3 (12)	19.5L-24 R4 (12)
With MFWD		12.5/80-18 I3 (12)	19.5L-24 R4 (10)
		12.5/80-18 R4 (10)	19.5L-24 R4 (12)
		12.5/80-18 I3 (12)	21L-24 R4 (12)
		12.5/80-18 R4 (10)	21L-24 R4 (12)
		340/80R18 XMCL	500/70R24 XMCL
		340/80R18 580	500/70R24 580
<b>Serviceability</b>			
<b>Refill Capacities</b>			
Cooling System		35 L (37 qt.)	
Rear Axle		18 L (19 qt.)	
Engine Oil (including vertical spin-on filter)		13 L (13.7 qt.)	
Torque Converter and Transmission		15.1 L (16 qt.)	
Fuel Tank (with ground-level fueling)		140.1 L (37 gal.)	
Diesel Exhaust Fluid (DEF) Tank		16.3 L (4.3 gal.)	
Hydraulic System		126.8 L (33.5 gal.)	
Hydraulic Reservoir		45 L (11.9 gal.)	
MFWD Housing			
Axle		6.5 L (6.9 qt.)	
Planetary (each)		0.9 L (1 qt.)	
Hydrau™ XR Hydraulic Oil		Optional	
<b>Operating Weights</b>			
With Full Fuel Tank, 79-kg (175 lb.) Operator, Standard Equipment, and 567-kg (1,250 lb.) Counterweight		8269 kg (18,231 lb.)	
Typical with Cab and 567-kg (1,250 lb.) Counterweight		8533 kg (18,811 lb.)	
<b>Optional Components (weight difference between base equipment and option)</b>			
Cab		263 kg (580 lb.)	
MFWD with Tires		110 kg (242 lb.)	
Front Loader Coupler		257 kg (566 lb.)	
Backhoe Bucket Coupler		64 kg (141 lb.)	

# 310SL HL

Overall Dimensions	310SL HL
A Ground Clearance, Minimum	310 mm (12 in.)
B Overall Length, Transport	7.37 m (24 ft. 2 in.)
C Width Over Tires	2.18 m (7 ft. 2 in.)
D Height to Top of ROPS/Cab	2.81 m (9 ft. 3 in.)
E Length from Axle to Axle	
Non-Powered Front Axle	2.16 m (7 ft. 1 in.)
MFWD Axle	2.19 m (7 ft. 2 in.)



Backhoe Dimensions and Performance		
Backhoe specifications are with 610-mm x 0.21-m <sup>3</sup> (24 in. x 7.5 cu. ft.) bucket; dipper lift specs are with a boom angle of 65 deg.		
Bucket Range	305–610 mm (12–24 in.)	
Digging Force		
Bucket Cylinder	70.9 kN (15,947 lb.)	
Lift Mode	78.3 kN (17,596 lb.)	
Crowd Cylinder	38.9 kN (8,750 lb.)	
Lift Mode	42.9 kN (9,655 lb.)	
Swing Arc	180 deg.	
Operator Control	2 levers	
	<i>With Extendable Dipperstick</i>	<i>With Extendable Dipperstick</i>
	<i>Retracted</i>	<i>Extended</i>
F Loading Height, Truck Loading Position	3.63 m (11 ft. 11 in.)	4.25 m (13 ft. 11 in.)
G Reach from Center of Swing Pivot	5.62 m (18 ft. 5 in.)	6.60 m (21 ft. 8 in.)
H Reach from Center of Rear Axle	6.68 m (21 ft. 11 in.)	7.67 m (25 ft. 2 in.)
I Digging Depth (SAE maximum)	4.51 m (14 ft. 10 in.)	5.52 m (18 ft. 1 in.)
J Digging Depth (SAE)		
610-mm (2 ft.) Flat Bottom	4.47 m (14 ft. 8 in.)	5.49 m (18 ft. 0 in.)
2440-mm (8 ft.) Flat Bottom	4.16 m (13 ft. 8 in.)	5.26 m (17 ft. 3 in.)
K Stabilizer Width, Transport	2.18 m (7 ft. 2 in.)	2.18 m (7 ft. 2 in.)
L Stabilizer Spread, Operating		
Standard Stabilizers	3.10 m (10 ft. 2 in.)	3.10 m (10 ft. 2 in.)
Long Stabilizers	3.45 m (11 ft. 4 in.)	3.45 m (11 ft. 4 in.)
M Stabilizer Overall Width, Operating		
Standard Stabilizers	3.53 m (11 ft. 7 in.)	3.53 m (11 ft. 7 in.)
Long Stabilizers	4.03 m (13 ft. 3 in.)	4.03 m (13 ft. 3 in.)
N Bucket Rotation	190 deg.	190 deg.
O Transport Height	3.57 m (11 ft. 9 in.)	3.57 m (11 ft. 9 in.)

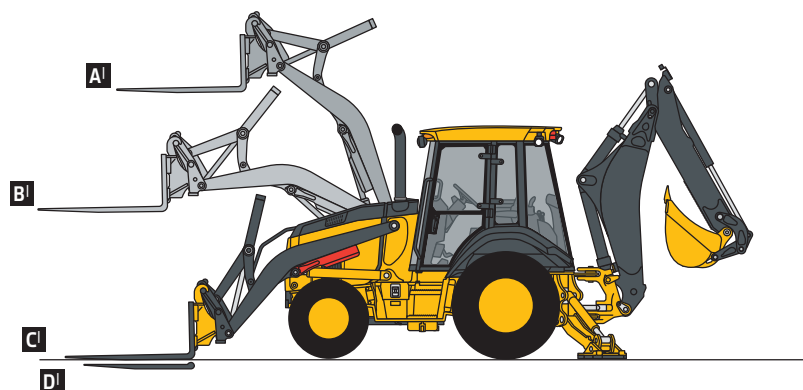


## Loader Dimensions and Performance 310SL HL

<b>P</b> Bucket Dump Angle, Maximum	45 deg.			
<b>Q</b> Rollback Angle at Ground Level	40 deg.			
	<i>Heavy-duty</i>	<i>Heavy-duty long lip</i>	<i>Heavy-duty</i>	<i>Multipurpose</i>
Bucket Capacity	0.86 m <sup>3</sup> (1.12 cu. yd.)	0.96 m <sup>3</sup> (1.25 cu. yd.)	1.00 m <sup>3</sup> (1.31 cu. yd.)	1.00 m <sup>3</sup> (1.31 cu. yd.)
Width	2184 mm (86 in.)	2184 mm (86 in.)	2346 mm (92 in.)	2346 mm (92 in.)
Weight	390 kg (860 lb.)	405 kg (892 lb.)	521 kg (1,148 lb.)	863 kg (1,902 lb.)
Breakout Force	49.4 kN (11,106 lb.)	46.7 kN (10,497 lb.)	47.1 kN (10,587 lb.)	43.4 kN (9,767 lb.)
Lift Capacity, Full Height	3397 kg (7,489 lb.)	3141 kg (6,924 lb.)	3257 kg (7,181 lb.)	2774 kg (6,116 lb.)
<b>R</b> Height to Bucket Hinge Pin, Maximum	3.43 m (11 ft. 3 in.)	3.43 m (11 ft. 3 in.)	3.43 m (11 ft. 3 in.)	3.43 m (11 ft. 3 in.)
<b>S</b> Dump Clearance, Bucket at 45 deg.	2.73 m (8 ft. 11 in.)	2.63 m (8 ft. 8 in.)	2.67 m (8 ft. 9 in.)	2.63 m (8 ft. 8 in.)
<b>T</b> Reach at Full Height, Bucket at 45 deg.	744 mm (29.3 in.)	870 mm (34.2 in.)	740 mm (29.1 in.)	782 mm (30.8 in.)
<b>U</b> Digging Depth Below Ground, Bucket Level	124 mm (4.9 in.)	105 mm (4.1 in.)	168 mm (6.6 in.)	164 mm (6.5 in.)
<b>V</b> Length from Front Axle Centerline to Bucket Cutting Edge	1.98 m (6 ft. 6 in.)	2.13 m (7 ft. 0 in.)	2.05 m (6 ft. 9 in.)	2.10 m (6 ft. 11 in.)

## Lift Capacity with Quick-Coupler Forks

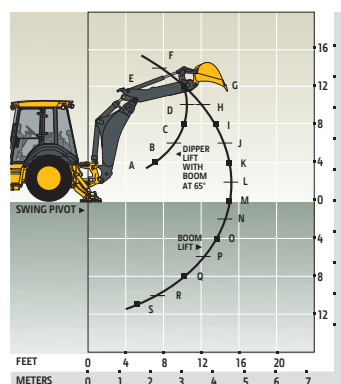
<b>Hydraulic Capacity</b>	<i>1219-mm (48 in.) Tines</i>	<i>1524-mm (60 in.) Tines</i>
<b>A<sup>1</sup></b> Maximum Height	2059 kg (4,539 lb.)	2008 kg (4,426 lb.)
<b>B<sup>1</sup></b> Maximum Reach	3542 kg (7,809 lb.)	3484 kg (7,681 lb.)
<b>C<sup>1</sup></b> At Ground Line	4079 kg (8,992 lb.)	4027 kg (8,879 lb.)
<b>D<sup>1</sup></b> Below Ground Line	211 mm (8.3 in.)	211 mm (8.3 in.)



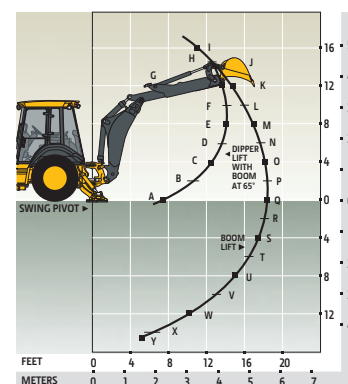
## Lift Capacity with Bucket

Lift capacities are over-end values in kg (lb.) according to SAE J31. Figures listed are 87% of the maximum lift force available. Calculated with 610-mm x 0.21-m<sup>3</sup> (24 in. x 7.5 cu. ft.) bucket. Bucket impacts overall lift capacity.

<i>With 1.06-m (3 ft. 6 in.) Extendable Dipperstick, Retracted</i>		<i>With 1.06-m (3 ft. 6 in.) Extendable Dipperstick, Extended</i>	
<i>Standard Lift</i>	<i>Lift Mode</i>	<i>Standard Lift</i>	<i>Lift Mode</i>
<b>A</b> 4588 kg (10,116 lb.)	4591 kg (10,122 lb.)	3404 kg (7,504 lb.)	3811 kg (8,401 lb.)
<b>B</b> 3012 kg (6,640 lb.)	3012 kg (6,640 lb.)	2165 kg (4,772 lb.)	2435 kg (5,367 lb.)
<b>C</b> 2652 kg (5,846 lb.)	2652 kg (5,846 lb.)	1873 kg (4,130 lb.)	2111 kg (4,653 lb.)
<b>D</b> 2583 kg (5,694 lb.)	2583 kg (5,694 lb.)	1761 kg (3,883 lb.)	1955 kg (4,309 lb.)
<b>E</b> 2553 kg (5,629 lb.)	2727 kg (6,011 lb.)	1698 kg (3,744 lb.)	1853 kg (4,086 lb.)
<b>F</b> 1131 kg (2,494 lb.)	1303 kg (2,872 lb.)	1647 kg (3,630 lb.)	1832 kg (4,039 lb.)
<b>G</b> 1338 kg (2,951 lb.)	1539 kg (3,392 lb.)	1578 kg (3,480 lb.)	1781 kg (3,926 lb.)
<b>H</b> 1388 kg (3,061 lb.)	1598 kg (3,522 lb.)	1452 kg (3,202 lb.)	1641 kg (3,617 lb.)
<b>I</b> 1390 kg (3,064 lb.)	1602 kg (3,532 lb.)	725 kg (1,599 lb.)	847 kg (1,867 lb.)
<b>J</b> 1372 kg (3,025 lb.)	1584 kg (3,493 lb.)	899 kg (1,982 lb.)	1044 kg (2,302 lb.)
<b>K</b> 1346 kg (2,968 lb.)	1558 kg (3,435 lb.)	977 kg (2,154 lb.)	1133 kg (2,499 lb.)
<b>L</b> 1318 kg (2,907 lb.)	1529 kg (3,371 lb.)	1014 kg (2,235 lb.)	1176 kg (2,594 lb.)
<b>M</b> 1292 kg (2,848 lb.)	1501 kg (3,310 lb.)	1030 kg (2,270 lb.)	1196 kg (2,637 lb.)
<b>N</b> 1269 kg (2,798 lb.)	1478 kg (3,259 lb.)	1034 kg (2,280 lb.)	1203 kg (2,651 lb.)
<b>O</b> 1254 kg (2,764 lb.)	1463 kg (3,226 lb.)	1032 kg (2,276 lb.)	1202 kg (2,651 lb.)
<b>P</b> 1251 kg (2,757 lb.)	1463 kg (3,255 lb.)	1028 kg (2,266 lb.)	1199 kg (2,642 lb.)
<b>Q</b> 1273 kg (2,807 lb.)	1492 kg (3,288 lb.)	1022 kg (2,253 lb.)	1194 kg (2,632 lb.)
<b>R</b> 1376 kg (3,034 lb.)	1614 kg (3,557 lb.)	1018 kg (2,243 lb.)	1191 kg (2,625 lb.)
<b>S</b> 1570 kg (3,460 lb.)	1839 kg (4,053 lb.)	1016 kg (2,240 lb.)	1191 kg (2,625 lb.)
<b>T</b> —	—	1020 kg (2,249 lb.)	1197 kg (2,639 lb.)
<b>U</b> —	—	1034 kg (2,279 lb.)	1214 kg (2,677 lb.)
<b>V</b> —	—	1066 kg (2,351 lb.)	1254 kg (2,764 lb.)
<b>W</b> —	—	1145 kg (2,524 lb.)	1346 kg (2,968 lb.)
<b>X</b> —	—	1428 kg (3,149 lb.)	1675 kg (3,693 lb.)
<b>Y</b> —	—	3058 kg (6,741 lb.)	3552 kg (7,831 lb.)



With Extendable Dipperstick, Retracted



With Extendable Dipperstick, Extended

# Additional equipment

Key: ● Standard ▲ Optional or special See your John Deere dealer for further information.

310L	310SL				Engine	
EP	310L	310SL	HL	315SL	410L	
●	●	●	●	●	●	Coolant recovery tank with low-level indicator
●	●	●	●	●	●	Foldout, hinged cooling system
●	●	●	●	●	●	Serpentine belt with automatic belt tensioner
●						Suction-type cooling fan
▲						Viscous variable-rate cooling fan
	●	●	●	●	●	Electronically controlled, variable-rate suction-type cooling fan
	●	●	●	●	●	Self-cleaning exhaust aftertreatment system
▲	▲	▲	▲	▲	▲	Chrome exhaust extension
	●	●		●		Grid heat
			●		●	Glow plugs
▲						Ether starting aid
▲	▲	▲	▲	▲	▲	1,000-watt electric engine coolant heater
●	●	●	●	●	●	Electronic fuel lift pump
<b>Powertrain</b>						
●	●					PowerShift™ transmission: Torque converter with twist-grip Transmission Control Lever (TCL) and neutral safety switch interlock (1st through 4th gears)
		●	●	●	●	PowerShift transmission: Torque converter with twist-grip TCL and neutral safety switch interlock (1st through 5th gears)
		●	●	●	●	5th-gear overdrive
		▲	▲	▲	▲	AutoShift transmission
●	●	●	●	●	●	Transmission oil cooler
▲	▲	▲	●	▲	▲	Transmission remote oil-sampling port
●	●	●	●		●	Differential lock, electric foot actuated, protection on/off
			●			Differential lock, electric foot actuated
		●	●	●	●	Auto shutdown
●	●	●	●	●	●	Planetary final drives
●	●	●	●	●	●	Power-assisted hydraulic service brakes (conform to ISO 3450): Inboard, wet multi-disc, self-adjusting and self-equalizing
●	●	●	●	●	●	Parking/emergency brake with electric switch control (conforms to ISO 3450): Spring applied, hydraulically released wet multi-disc / Independent of service brakes
●	●	●	●	●	●	Hydrostatic power steering with emergency manual mode
▲	▲	▲	▲	▲	▲	Non-powered front axle
●	●					MFWD with open differential: Electric on/off control / Sealed axle
▲	▲	●	●	●	●	MFWD with traction-control limited-slip differential: Electric on/off control / Sealed axle
●	●	●	●	●	●	Automatic MFWD braking (4th and 5th gear overdrive only)
▲	▲	▲	▲	▲	▲	MFWD driveshaft guard

310L	310SL				Backhoe	
EP	310L	310SL	HL	315SL	410L	
			●		●	Lift mode
●	●					Standard dipperstick, 4.27-m (14 ft. 0 in.) digging depth
		●				Standard dipperstick, 4.34-m (14 ft. 3 in.) digging depth
				●		Standard dipperstick, 4.17-m (13 ft. 8 in.) digging depth
					●	Standard dipperstick, 4.83-m (15 ft. 10 in.) digging depth
▲	▲	▲	●	▲		Extendable dipperstick, 1.06-m (3 ft. 6 in.) extension
					▲	Extendable dipperstick, 1.21-m (4 ft. 0 in.) extension
		▲	●	▲		Heavy-duty backhoe bucket cylinder
●	●	●		●	●	ISO (Deere) 2-lever mechanical backhoe controls
▲	▲	▲	●	▲	▲	2-lever pilot controls with pattern-selection feature
			●	●		Backhoe transport lock lever
●	●	●	●	●	●	Swing lock pin stored in operator's station
●	●	●	●	●	●	Stabilizers with 2-direction anti-drift valves
		▲	●			Extended (long) stabilizers with reversible pads
		▲	▲	▲	▲	Severe-duty backhoe bucket with lift loops
▲	▲	▲	▲		▲	Backhoe couplers for John Deere, Case, and Cat buckets
▲	▲	▲	●	▲	▲	Auxiliary backhoe valve for swingers, thumbs, etc. with auxiliary plumbing
▲	▲	▲	●	▲	▲	Auxiliary backhoe valve for hammers and compactors with auxiliary plumbing
▲	▲	▲	▲		▲	Hydraulic thumb
<b>Loader<sup>†</sup></b>						
●	●	●	●	●	●	Loader bucket anti-spill (rollback)
●	●	●	●	●	●	Return-to-dig feature
●	●	●	●	●	●	Single-lever control with electric clutch disconnect
●	●	●	●	●	●	Bucket-level indicator
●	●	●	●	●	●	Loader boom service lock
▲	▲		▲			Auxiliary loader hydraulics with 2-lever control
		▲			▲	Auxiliary loader hydraulics with single control lever with EH auxiliary control (MFWD and clutch disconnect)
			●			Auxiliary loader hydraulics with thumb-switch control
▲	▲	▲	▲	▲	▲	Hydraulic coupler for buckets, forks, etc.
▲	▲	▲	▲	▲	▲	Ride control

<sup>†</sup>See dealer for range of heavy-duty, multipurpose, and coupler buckets and forks.

Net engine power is with standard equipment including air cleaner, exhaust system, alternator, and cooling fan at test conditions specified per ISO 9249. No derating is required up to 1500-m (5,000 ft.) altitude for the 310L and up to 3050-m (10,000 ft.) for the 310L with optional altitude-compensating turbocharger, the 310SL, the 310SL HL, the 315SL, and the 410L. Specifications and design are subject to change without notice. Wherever applicable, specifications are in accordance with ISO standards. Except where otherwise noted, these specifications are based on 310L EP and 310L units with 19.5L-24-in. 12 PR (R4) tubeless rear and 12.5/80-18 10PR (R4) front tires, 0.86-m<sup>3</sup> (1.12 cu. yd.) loader buckets, and 610-mm x 0.18-m<sup>3</sup> (24 in. x 6.5 cu. ft.) backhoe buckets; a 310SL unit with 19.5L-24-in. 12 PR (R4) tubeless rear and 12.5-80/18 10PR (R4) front tires, 1.00-m<sup>3</sup> (1.31 cu. yd.) loader bucket, and 610-mm x 0.21-m<sup>3</sup> (24 in. x 7.5 cu. ft.) backhoe bucket; a 310SL HL unit with boost mode, 21L-24 in. 12 PR (R4) tubeless rear and 12.5/80-18 10PR front tires, 1.00-m<sup>3</sup> (1.31 cu. yd.) loader bucket, and 610-mm x 0.21-m<sup>3</sup> (24 in. x 7.5 cu. ft.) backhoe bucket; a 315SL unit with 19.5L-24 in. 12 PR (R4) tubeless rear and 12.5-80/18 10PR (R4) front tires, 1.00-m<sup>3</sup> (1.31 cu. yd.) loader bucket, and 610-mm x 0.21-m<sup>3</sup> (24 in. x 7.5 cu. ft.) backhoe bucket; and a 410L unit with boost mode, 21L-24-in. 12 PR (R4) tubeless rear and 12.5/80-18 10PR front tires, 1.15-m<sup>3</sup> (1.5 cu. yd.) loader bucket, and 610-mm x 0.21-m<sup>3</sup> (24 in. x 7.5 cu. ft.) backhoe bucket.

# Additional equipment *(continued)*

Key: ● Standard ▲ Optional or special See your John Deere dealer for further information.

310L	310SL					
EP	310L	310SL	HL	315SL	410L	
●						<b>Hydraulic System</b>
	●					119-L/m (31.5 gpm) tandem-gear pump with unloader, open-center system
						106-L/m (28 gpm) single-gear pump, open-center system
		●		●		136-L/m (36 gpm) tandem-gear pump, open-center system
			●		●	159-L/m (42 gpm) axial-piston pump, PCLS system
●	●	●	●	●	●	Auto-idle
●	●	●	●	●	●	Economy mode
●	●	●	●	●	●	Dedicated hydraulic reservoir
<b>Electrical System</b>						
●	●	●	●	●	●	12-volt system
●						90-amp alternator (canopy and quarter cab)
●						120-amp alternator (cab)
	●	●	●		●	120-amp alternator (canopy and quarter cab)
	●	●	●	●	●	150-amp alternator (cab)
●	●	●		●	●	Single battery with 190-min. reserve capacity and 925 CCA
▲	▲	▲	●	▲	▲	Dual batteries with 380-min. reserve capacity and 1,850 CCA
▲	▲	▲	▲	▲	▲	Remote jump posts and battery disconnect
<b>Lights</b>						
●	●	●	●	●	●	Halogen lights (10), 32,500 candlepower each (4 front driving/working, 4 rear working, and 2 side docking)
●	●	●	●	●	●	Turn signal/flashing (2 front and 2 rear)
●	●	●	●	●	●	Rear stop and tail (2)
▲	▲	▲	▲	▲	▲	LED lights, field installed
<b>Operator's Station</b>						
●	●	●	●	●	●	Modular-design ROPS/FOPS (Level 2) canopy with molded roof (meets ISO 3449 and ISO 3471/SAE J1040): Isolation mounted
●	●	●	●	●	●	Molded floor mats (with pilot controls only)
●	●	●	●	●	●	12-volt outlet
●	●	●	●	●	●	Lockable right-side storage
▲	▲	▲	▲	▲	▲	Lockable left-hand storage with cup holders
▲	▲	▲	▲	▲	▲	Interior front-view mirror
▲	▲	▲	▲	▲	▲	Outside rearview mirrors
●	●	●	●	●	●	Rotary-dial hand throttle
●	●	●	●	●	●	Suspended foot throttle
▲	▲	▲	▲	▲	▲	Air-suspension seat (with cab only)
●	●					Key start switch with electric fuel shutoff
●	●	●	●	●	●	Tilt steering, infinitely adjustable (with cab only)
▲	▲	▲	▲		▲	Tilt steering, infinitely adjustable (with canopy and quarter cab)
		●	●	●	●	Keyless start
▲	▲	●	●	●	●	Machine security (enabled through monitor)
●	●	●	●	●	●	Digital display of engine hours, engine rpm, and system voltage
		●	●	●	●	Sealed-switch module

310L	310SL					
EP	310L	310SL	HL	315SL	410L	
		●	●	●	●	<b>Operator's Station (continued)</b>
						Multi-function lever: Turn signals / Windshield wipers / Some light functionality
●	●	●	●	●	●	Monitor system with audible and visual warnings: Engine air restriction / Low alternator voltage / Engine oil pressure / Hydraulic filter restriction / Parking brake on/off / Aftertreatment temperature / Transmission fluid temperature / Fuel / Hour meter / Machine diagnostic information via 4-push-button/LCD operator interface
●	●	●	●	●	●	<b>Canopy:</b> Mechanical-suspension deluxe vinyl swivel seat with lumbar adjustment and armrests (fully adjustable)
▲	▲	▲				<b>Quarter Cab:</b> Mechanical-suspension deluxe fabric swivel seat with lumbar adjustment and armrests (fully adjustable), front windshield, and windshield wiper (1 front)
▲	▲	▲	▲	▲	▲	<b>Cab with Dual Doors and A/C:</b> Mechanical-suspension deluxe fabric swivel seat with lumbar adjustment / Headliner, dome light, left and right cab doors, tinted safety glass, windshield wipers (1 rear and 1 front), front windshield washer, fresh-air intake, and heater/defroster/pressurizer (11.7-kW [40,000 Btu/h] heater) / A/C (7.6-kW [26,000 Btu/h] output and CFC-free R134a refrigerant)
▲	▲	▲	▲	▲	▲	AM/FM/weather-band radio (with cab only)
▲	▲	▲	▲	▲	▲	Premium radio package with XM Satellite Radio™ (with cab only; includes additional 12-volt and USB outlets)
<b>Overall Vehicle</b>						
●	●	●	●	●	●	1-piece unitized construction mainframe
●	●	●	●	●	●	Vehicle tie-downs (2 front and 2 rear)
●	●	●	●	●	●	Remote grease bank for front axle
●	●	●			●	Front cover
▲	▲	▲	●	●	▲	Heavy-duty front bumper
▲	▲	▲	▲	▲	▲	Front counterweight – 204 kg (450 lb.), 340 kg (750 lb.), 454 kg (1,000 lb.), or 567 kg (1,250 lb.)
▲	▲	▲	▲	▲	▲	Rubber grille bumpers
●	●	●	●	●	●	Fuel tank, 140.1 L (37 gal.), ground-level fueling
●	●	●	●	●	●	2-position easy-tilt hood
●	●	●	●	●	●	Extended grille frame
●	●	●	●	●	●	Removable toolbox with padlock hasp
●	●	●		●	●	Vandal protection for locking monitor, engine hood, toolbox, hydraulic reservoir, and fuel tank
			●			Vandal protection for locking engine hood, toolbox, hydraulic reservoir, and fuel tank
●	●	●	●	●	●	Reverse warning alarm
●	●	●	●	●	●	Dent-resistant full-coverage rear fenders
▲	▲	▲			▲	Backhoe boom-protection plate
●	●	●	●	●	●	JDLINK™ Ultimate wireless communication system (available in specific countries; see your dealer for details)

Net engine power is with standard equipment including air cleaner, exhaust system, alternator, and cooling fan at test conditions specified per ISO 9249. No derating is required up to 1500-m (5,000 ft.) altitude for the 310L and up to 3050-m (10,000 ft.) for the 310L with optional altitude-compensating turbocharger, the 310SL, the 310SL HL, the 315SL, and the 410L. Specifications and design are subject to change without notice. Wherever applicable, specifications are in accordance with ISO standards. Except where otherwise noted, these specifications are based on 310L EP and 310L units with 19.5L-24-in. 12 PR (R4) tubeless rear and 12.5/80-18 10PR (R4) front tires, 0.86-m<sup>3</sup> (1.12 cu. yd.) loader buckets, and 610-mm x 0.18-m<sup>3</sup> (24 in. x 6.5 cu. ft.) backhoe buckets; a 310SL unit with 19.5L-24-in. 12 PR (R4) tubeless rear and 12.5-80/18 10PR (R4) front tires, 1.00-m<sup>3</sup> (1.31 cu. yd.) loader bucket, and 610-mm x 0.21-m<sup>3</sup> (24 in. x 7.5 cu. ft.) backhoe bucket; a 310SL HL unit with boost mode, 21L-24 in. 12 PR (R4) tubeless rear and 12.5/80-18 10PR front tires, 1.00-m<sup>3</sup> (1.31 cu. yd.) loader bucket, and 610-mm x 0.21-m<sup>3</sup> (24 in. x 7.5 cu. ft.) backhoe bucket; a 315SL unit with 19.5L-24 in. 12 PR (R4) tubeless rear and 12.5-80/18 10PR (R4) front tires, 1.00-m<sup>3</sup> (1.31 cu. yd.) loader bucket, and 610-mm x 0.21-m<sup>3</sup> (24 in. x 7.5 cu. ft.) backhoe bucket; and a 410L unit with boost mode, 21L-24-in. 12 PR (R4) tubeless rear and 12.5/80-18 10PR front tires, 1.15-m<sup>3</sup> (1.5 cu. yd.) loader bucket, and 610-mm x 0.21-m<sup>3</sup> (24 in. x 7.5 cu. ft.) backhoe bucket.

5087 N.E. 46th Avenue  
Des Moines, IA 50317  
515-263-0055

10893 112 Road  
Dodge City, KS 67801  
620-227-3139

1303 3rd Ave. Northwest  
Fort Dodge, IA 50501  
515-576-3184

P.O. Box 460  
Gering, NE 69341  
308-436-2177

3204 S. Engleman Road  
Grand Island, NE 68803  
308-381-0741

P.O. Box 1206  
Great Bend, KS 67530  
620-792-2748

1601 N. Corrington  
Kansas City, MO 64120  
816-483-5000

6310 N. 56th Street  
Lincoln, NE 68504  
402-467-1300

P.O. Box 1013  
North Platte, NE 69103  
308-534-7020

9751 S. 148th  
Omaha, NE 68138  
402-894-1899

P.O. Box 5349  
Sioux City, IA 51102  
712-252-2753

1401 State Hwy MM  
Springfield, MO 65802  
417-863-1000

1621 N.W. Gage Blvd.  
Topeka, KS 66618  
785-233-0556

P.O. Box 387  
Ulysses, KS 67880  
620-356-1071

P.O. Box 2520  
Waterloo, IA 50704  
319-235-7085

P.O. Box 17366  
Wichita, KS 67217  
316-942-1457

**Corporate Office**

P.O. Box 17366  
Wichita, KS 67217  
316-945-101

April 8, 2016

Shannon Callahan ' Street Superintendent  
City of Grand Island Street Department  
111 West North Front Street  
Grand Island, NE 68801

Shannon:

Attached is an Excel worksheet I built to reconcile the list prices from Deere and the 43% discount available through the NJPA.

The original List Price for this machine from the 2015 Price List was \$175,201.00 from which I deducted \$850.00 for the Basic Radio Package, resulting in the total list price of \$174,351.00.

Listing all the additional items and charges associated with delivery and preparation of the tractor; the final NJPA price is \$113,454.07 and the quoted price to the City of Grand Island Street Department is \$110,434.00. This is \$3020.07 less than the calculated NJPA price.

The only component this tractor has that we did not include in the initial quote is the auxiliary hydraulics on the backhoe. List on those is \$5196.00, with the discount your cost is \$2927.52. Even with the additional component I am still lower than the calculated NJPA price and in the long run I believe you will be glad you have the additional hydraulic capability.

Please review the provided information and feel free to call me with any questions you may have.

Respectfully,



William J. R. (Bill) Boyer  
Territory Sales Manager

---

**Quote Summary**

**Prepared For:**  
 GRAND ISLAND PUBLIC WORK  
 NE

**Prepared By:**  
 BILL BOYER  
 Murphy Tractor & Eq. Co. Inc  
 3204 S Engleman Rd  
 Grand Island, NE 688036621  
 Phone: 308-381-0741  
 Mobile: 308-258-2101  
 bboyer@murphytractor.com

**Quote Id:** 13083926  
**Created On:** 05 April 2016  
**Last Modified On:** 07 April 2016  
**Expiration Date:** 29 April 2016

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**Equipment Summary**

	Qty	Extended
2015 JOHN DEERE 310HL BACKHOE LOADER - 1T0310HLJFF281070	1	
John Deere Extended Warranty-5 yr. 3000 hour comprehensive, no deductible, Service mileage included.	1	

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**Equipment Total**

**\$ 110,424.00**

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**Quote Summary**

Equipment Total	\$ 110,424.00
SubTotal	\$ 110,424.00
Total	\$ 110,424.00
<b>Balance Due</b>	<b>\$ 110,424.00</b>

Salesperson : X \_\_\_\_\_

Accepted By : X \_\_\_\_\_

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CONFIDENTIAL

# Selling Equipment

Quote Id: 13083926

## 2015 JOHN DEERE 310HL BACKHOE LOADER - 1T0310HLJFF281070

Hours: 27  
 Stock Number: 134623

Description	Qty
FT4,4WD,FS21L,EXTDIP,PILOT,LDR CPLR,	1

### Standard Options - Per Unit

ENGINE FT4	1
JD LINK ULT 850 5YR.	1
CAB STANDARD	1
DECAL & PACKET ENGLISH	1
AXLE MFWD 4WD LIMITED SLIP	1
TIRE FS21L-24,FS12.5/80-18	1
CONTROL PILOT	1
COUPLER QUICK UNIVERSAL	1
DIPPER EXTENDABLE	1
HYD,AUX W/2WAY FLOW, THUMB	1
LDR CPLR 1LEVER NO AUX W/RC	1
LDR BKT 1.3CY LG LIP BKT 92"	1
COUNTERWEIGHT 1250LB.	1
BATTERY DUAL W/JUMP POST	1
CHROME EXHAUST	1
HEATER ENGINE COOLANT 110V	1
CONSOLE W/CUP HOLDER - LEFT	1
GUARD FULL MFWD	1
FLUID SAMPLING	1
RADIO BASIC PACKAGE	1
SUN VISOR	1
SEAT CLOTH AIR SUSPENSION	1


### Dealer Attachments

Premium Radio	1
Rubber Bumper	1
Stabilizer Guards	1
Auto shift Upgrade	1
12" HD Bucket	1
Exterior Mirrors	1

### Service Agreements

John Deere Extended Warranty - 5 yr.  
 3000 hour comprehensive, no  
 deductible, Service mileage included.

*Confidential*

<b>NJPA Discounts for RFP 032515</b>			
<b>March 18, 2015</b>			
<b>John Deere Model</b>	<b>Discount % off List</b>	<b>List Price for Base Model, as defined in the Price Pages</b>	<b>Proposed Contract Price</b>
<b>Backhoes</b>			
310L EP	43	\$109,205.00	\$62,246.85
310L	43	\$110,843.00	\$63,180.51
310SL	43	\$112,506.00	\$64,128.42
 310SL HL	43	\$114,193.00	\$65,090.01
315SL	36	\$113,631.00	\$72,723.84
410L	40	\$125,375.00	\$75,225.00
710K	36	\$189,985.00	\$121,590.40

**Contract Award  
RFP 032515 #**

**FORM D**



**Formal Offering of Proposal**  
(To be completed Only by Proposer)

HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES  
In compliance with the Request for Proposal (RFP) for HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES the undersigned warrants that I/we have examined this RFP and, being familiar with all of the instructions, terms and conditions, general specifications, expectations, technical specifications, service expectations and any special terms, do hereby propose, fully commit and agree to furnish the defined equipment/products and related services in full compliance with all terms, conditions of this RFP, any applicable amendments of this RFP, and all Proposer's Response documentation. Proposer further understands they accept the full responsibility as the sole source of responsibility of the proposed response herein and that the performance of any sub-contractors employed by the Proposer in fulfillment of this proposal is the sole responsibility of the Proposer.

Company Name: John Deere Construction Retail Sales Date: March 18, 2015

Company Address: 1515 Fifth Avenue

City: Moline State: IL Zip: 61265

Contact Person: Mark R. Deakyne Title: Contract Manager

Authorized Signature (ink only): Mark R. Deakyne

Mark R. Deakyne  
(Name printed or typed)





Contract Acceptance and Award

(To be completed only by NJPA)

NJPA 032515 HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES

John Deere Construction Retail Sales  
Proposer's full legal name

Your proposal is hereby accepted and awarded. As an awarded Proposer, you are now bound to provide the defined product/equipment and services contained in your proposal offering according to all terms, conditions, and pricing set forth in this RFP, any amendments to this RFP, your Response, and any exceptions accepted or rejected by NJPA on Form C.

The effective start date of the Contract will be May 19<sup>th</sup>, 20 15 and continue for four years from the board award date. This contract has the consideration of a fifth year renewal option at the discretion of NJPA.

National Joint Powers Alliance® (NJPA)

NJPA Authorized signature:

NJPA Executive Director

Dr. Chad Coquette

(Name printed or typed)

Awarded this 19<sup>th</sup> day of May, 20 15 NJPA Contract Number 032515-JDC

NJPA Authorized signature:

NJPA Board Member

Scott Veronen

(Name printed or typed)

Executed this 19<sup>th</sup> day of May, 20 15 NJPA Contract Number 032515-JDC

Proposer hereby accepts contract award including all accepted exceptions and NJPA clarifications identified on FORM C.

Vendor Name John Deere Construction Retail Sales a division of John Deere Shared Services, Inc.

Vendor Authorized signature:

Mark R. Deakyne

(Name printed or typed)

Title: Contract Manager

Executed this Twenty-First day of May, 20 15 NJPA Contract Number 032515-JDC

RESOLUTION 2016-97

WHEREAS, the National Joint Powers Alliance Buying Group was utilized to secure competitive bids for a New Backhoe Loader by the Streets Division of the Public Works Department; and

WHEREAS, the National Joint Powers Alliance Buying Group Contract No. 032515-JDCALT was awarded John Deere Construction Retail Sales and subsequent vendor locations including Murphy Tractor & Equipment Co. of Grand Island, Nebraska; and

WHEREAS, the Public Works Department has recommended the purchase of the New Backhoe Loader from Murphy Tractor & Equipment Co. of Grand Island, Nebraska for a purchase price of \$110,434.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that a purchase order and subsequent payment is authorized for the New Backhoe Loader from Murphy Tractor & Equipment Co. of Grand Island, Nebraska is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 26, 2016.

\_\_\_\_\_  
Jeremy L. Jensen, Mayor

Attest:

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

Approved as to Form    ✕ \_\_\_\_\_  
April 22, 20162        ✕ City Attorney



# City of Grand Island

Tuesday, April 26, 2016

Council Session

## Item G-12

**#2016-98 - Approving Purchasing/Buying Group for all City Departments (The Cooperative Purchasing Network)**

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

# Council Agenda Memo

**From:** Marvin Strong PE, Wastewater Treatment Plant Engineer

**Meeting:** April 26, 2016

**Subject:** Approving Purchasing/Buying Group for all City Departments (The Cooperative Purchasing Network)

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

## Background

Grand Island City Council amended the City's purchasing/procurement policy to allow the use of buying groups. The Grand Island Public Works Department would like to utilize The Cooperative Purchasing Network (TCPN) buying group to facilitate lower purchase costs of nuts, bolts, and other hardware to aid in maintenance; as well as chemicals used at the Wastewater Treatment Plant and other facility type supplies. Initially this would be used as a budgeting tool because each type of item has a list of manufacturers and their submitted prices, including options.

## Discussion

The Public Works Department requests the City of Grand Island join The Cooperative Purchasing Network (TCPN) buying group to facilitate future purchases. The buying group is free to join and there is no obligation to buy. The buying group is used by government and non-profit corporations to make purchases of specialty equipment. Goods and services are competitively solicited for commonly purchased products and services.

There would be some overlap with the State of Nebraska contracts but there are commodities and equipment that the State of Nebraska does not purchase through contracts that match our needs or specifications. The joint purchasing venture specifies a variety of sizes and models for each type of equipment so we would be able to find a closer match to our needs/restrictions.

The City's Legal Department has reviewed this group and it complies with City Code purchasing requirements.

By joining The Cooperative Purchasing Network (TCPN), the Public Works Department and other City departments will be able to utilize this buying group for future purchases.

## **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 use of The Cooperative Purchasing Network (TCPN) as an authorized buying group.

## **Sample Motion**

Move to allow The Cooperative Purchasing Network (TCPN) to be added to the list of approved buying groups or vendors for future purchases.

RESOLUTION 2016-98

WHEREAS, the City of Grand Island amended the City purchasing policy to allow the use of buying groups on May 28, 2013; and

WHEREAS, on June 25, 2013, by Resolution No. 2013-193 the City Council approved adding Houston Galveston Area Council (H-GAC) to the list of buying groups; and

WHEREAS, on November 12, 2103, by Resolution No. 2013-368 the City Council approved adding Admin Minnesota Materials Management Division to the list of buying groups; and

WHEREAS, The Cooperative Purchasing Network (TCPN) is another buying group used by government agencies; and

WHEREAS, joining The Cooperative Purchasing Network (TCPN) is free of charge and offers increased buying power to the City of Grand Island; and

WHEREAS, the Grand Island Public Works Department and all other City departments would have the option of utilizing this buying group for upcoming purchases.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City be authorized to join The Cooperative Purchasing Network (TCPN) and authorizes the Mayor to sign the contract for entry.

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Adopted by the City Council of the City of Grand Island, Nebraska, April 26, 2016.

\_\_\_\_\_  
Jeremy L. Jensen, Mayor

Attest:

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

Approved as to Form	☐ _____
April 22, 2016	☐ City Attorney



# City of Grand Island

Tuesday, April 26, 2016

Council Session

## Item I-1

**#2016-99 - Consideration of Fees for Sanitary Sewer District No. 535T, Extension of Sanitary Sewer to Serve Part Lot 1; Voss Subdivision, Lots 1 & 2 Windolph's Subdivision, and Part NW ¼ of Section 14-11-9**

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

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

RESOLUTION 2016-99

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, sitting as a Board of Equalization for Sanitary Sewer District No. 535T, after due notice having been given thereof, that we find and adjudge:

That the benefits accruing to the real estate in such district 535T to be the total sum of \$102,134.30, with existing agreement credits of \$1,063.73 for a revised tap fee total of \$101,070.57; and

Such benefits are equal and uniform; and

According to the area of the respective lots, tracts, and real estate within such Sanitary Sewer District No. 535T, such benefits are the sums set opposite the several descriptions as follows:

Parcel No.	Owner	Legal Description	Connection Fee
400140624	Jay L & Julie Hehnke	The North Two Hundred Eleven (211) feet of the West One-Third (W 1/3) of Lot One (1), Windolph's Subdivision of a part of the West Half of the Northeast Quarter (W ½ NE ¼) and part of the East Half of the Northwest Quarter (E ½ NW ¼) of Section Fourteen (14), in Township Eleven (11) North, Range Nine (9) West, of the 6 <sup>th</sup> P.M., Hall County, Nebraska and that part of vacated Lueth Drive more particularly described in Ordinance No. 9244 recorded as Document No. 200909314.	\$7,563.81
400140616	Horacio D Vazquez	All of the West One Third (W 1/3) of Lot One (1), excepting the North Two Hundred Eleven (211) Feet Thereof in Windolph's Subdivision of a part of the West Half of the Northeast Quarter and a part of the East Half of the Northwest Quarter (E ½ NW ¼) of Section Fourteen (14), in Township Eleven (11) North, Range Nine (9), West of the 6 <sup>th</sup> P.M., Hall County, Nebraska	\$7,856.48
400140594	Horacio D Vazquez	The center 1/3 of Lot One (1), of Windolph's Subdivision of part of the West Half of the Northeast Quarter (W ½ NE ¼) and a part of the East Half of the Northwest Quarter (E ½ NW ¼) of Section Fourteen (14), Township Eleven (11) North, Range Nine (9), West of the 6 <sup>th</sup> P.M., in Hall County, Nebraska, more particularly described as follows: Commencing at the Northeast corner of said Lot One (1); running thence West of the North line of said Lot One (1), a distance of Eighty Three and Seventy One Hundredths (83.71) feet to the actual point of beginning; thence running South parallel with the East line of said Lot One (1), a distance of Nine Hundred Seven and Five Tenths (907.5) feet; running thence West parallel with the North line of said Lot One (1), a distance of Eighty Three and Seventy One Hundredths (83.71) feet (said distance being the center 1/3 of said Lot at this point); thence running North parallel with the West line of said Lot One (1), a distance of Nine Hundred Seven and Five Tenths (907.5) feet to the North line of said Lot One (1), a distance of Nine Hundred Seven and Five Tenths (907.5) feet to the North line of said Lot One (1), Eighty Three and Seventy One Hundredths (83.71) feet East of the Northwest corner of said Lot One (1); running East on the North line of said Lot One (1), a distance of Eighty Three and Seventy One Hundredths (83.71) feet to the point of beginning.	\$7,856.48

Approved as to Form    ✕ _____ April 22, 2016                    ✕ City Attorney
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400140608	Sebastian Alvarez Perez Olivia Margarita Tzun Vicente	The East One Third (E 1/3) of Lot One (1) of Windolph's Subdivision of part of the West Half of the Northeast Quarter (W ½ NE ¼) of Section Fourteen(14), Township Eleven (11) North, Range Nine (9), West of the 6 <sup>th</sup> P.M., Hall County, Nebraska.	\$7,856.48
400140632	James Richard Schleicher	That part of Lot Two (2) of Windolph's Subdivision of a part of the West Half of the Northeast Quarter (W ½ NE ¼) and part of the East Half of the Northwest Quarter (E ½ NW ¼) of Section Fourteen (14), Township Eleven (11) North, Range Nine (9), West of the 6 <sup>th</sup> P.M., Hall County, Nebraska, beginning at the Northwest corner of Lot Two (2) of Windolph's Subdivision; thence Easterly along the North line of said Lot Two (2), a distance of One Hundred Twenty Five and Six Tenths (125.6) feet to a point; thence Southerly along a line parallel to the West line of said Lot Two (2), a distance of Two Hundred (200.0) feet to a point; thence Westerly along a line parallel to the North line of said Lot Two (2) a distance of One Hundred Twenty Five and Six Tenths (125.6) feet to a point on the West line of said Lot Two (2); thence Northerly along the West line of said Lot Two (2) a distance of Two Hundred (200.0) feet to the point of beginning.	\$7,856.48
400104997	Luis A Gonzalez Ana R Ortiz	A tract of land comprising a Part of Lot One (1), Voss Subdivision, City of Grand Island, Hall County, Nebraska and more particularly described as follows: Beginning at a point on the South line of said Lot One (1), said point being Three Hundred Five and One Tenth (305.1) feet West of the Southeast corner of said Lot One (1), thence running Northerly parallel to the east line of said Lot One (1), a distance of Two Hundred Ten (210.0) feet; thence running Westerly parallel to the South line of said Lot One (1) a distance of Sixty Six (66.0) feet; thence running Southerly parallel to the East line of said Lot One (1) a distance of Two Hundred Ten (210.0) feet to a point on the South line of said Lot One (1); thence running easterly along the South line of said Lot One (1) a distance of Sixty Six (66.0) feet to the point of beginning.	\$7,625.48
400105020	Michael A Kraft	A tract of land comprising a part of Lot One (1), Voss Subdivision to the City of Grand Island, Hall County, Nebraska, more particularly described as follows: Beginning at a point on the South line of said Lot One (1), said point being Four Hundred Three and One Tenth (403.1) feet West of the Southeast corner of said Lot One (1); thence Northerly parallel to the East line of said Lot One (1), a distance of One Hundred Eighty Three and Nine Tenths (183.9) feet; thence Westerly parallel to the South line of said Lot One (1) a distance of Sixty Six (66.0) feet; thence Southerly parallel to the East line of said Lot One (1), a distance of One Hundred Eighty Three and Nine Tenths (183.9) feet to the South line of said Lot One (1); thence Easterly along the South line of said Lot One (1) a distance of Sixty Six (66.0) feet to the point of beginning.	\$7,856.48
400105012	Harold G Zimmerman, Jr. Corina Zimmerman	A tract of land comprising a part of Lot One (1), Voss Subdivision of the South Half (S ½) of Section Eleven (11), Township Eleven (11) North, Range Nine (9), West of the 6 <sup>th</sup> P.M., in the City of Grand Island, Hall County, Nebraska, more particularly described as follows: Beginning at the Southwest corner of said Lot One (1), Voss Subdivision, said point also being the Southwest corner of the Southeast Quarter of the Southwest Quarter (SE ¼ SW ¼); thence running Easterly along the South line of the Southeast Quarter of the Southwest Quarter (SE ¼ SW ¼), a distance of	\$7,856.48

		Four Hundred Seventeen and Sixty Four Hundredths (417.64) feet, to the actual point of beginning; thence deflecting left 90°29'49" and running Northerly a distance of One Hundred Eighty Three and Seventy Four Hundredths (183.74) feet; thence deflecting right 90°24'58" and running Easterly a distance of One Hundred Thirty Two and Seven Tenths (132.7) feet; thence deflecting right 89°35'02" and running Southerly a distance of One Hundred Eighty Three and Eighty Six Hundredths (183.86) feet to a point in the South line of said Southeast Quarter of the Southwest Quarter (SE ¼ SW ¼); thence deflecting right 90°29'49" and running Westerly along the South line of said Southeast Quarter of the Southwest Quarter (SE ¼ SW ¼) , a distance of One Hundred Thirty Two and Sixty Eight Hundredths (132.68) feet, to the actual point of beginning.	
400105004	Kristine L Colclasure	A part of Lot One (1), of Voss Subdivision of part of the South Half (S ½) of Section Eleven (11), Township Eleven (11) North, Range Nine (9), West of the 6 <sup>th</sup> P.M., Hall County, Nebraska, more particularly described as follows: Beginning at the Southwest corner of the Southeast Quarter of the Southwest Quarter (SE ¼ SW ¼) of said Section Eleven (11), running thence Easterly along and upon the South line of said Southeast Quarter of the Southwest Quarter (SE ¼ SW ¼) of said Section Eleven (11), a distance of Two Hundred Seventy-Seven and Five Tenths (277.5) feet; thence Northerly and parallel to the Westerly line of said Southeast Quarter of the Southwest Quarter (SE ¼ SW ¼) of said Section Eleven (11), a distance of Thirty-Three (33.0) feet; thence continuing Northerly a distance of One Hundred Fifty and Nine Tenths (150.9) feet; thence Easterly and parallel to the Southerly line of said Southeast Quarter of the Southwest Quarter (SE ¼ SW ¼) of Section Eleven (11), a distance of Fifty (50.0) feet to the point of beginning; thence continuing Easterly a distance of Ninety (90.0) feet; thence Southerly parallel to the Westerly line of said Southeast Quarter of the Southwest Quarter (SE ¼ SW ¼) of said Section Eleven (11), a distance of One Hundred Fifty and Nine Tenths (150.9) feet; thence Westerly parallel and Thirty Three (33.0) feet Northerly from the Southerly line of the Southeast Quarter of the Southwest Quarter (SE ¼ SW ¼) of said Section Eleven (11), a distance of Ninety (90.0) feet; thence Northerly and parallel to the Westerly line of said Southeast Quarter of the Southwest Quarter (SE ¼ SW ¼) of said Section Eleven (11), a distance of One Hundred Fifty and Nine Tenths (150.9) feet to the point of beginning.	\$7,541.48
400146045	Michelle M Morganflash Donald D Osborn	A tract of land comprising part of the East Half of the Northwest Quarter (E ½ NW ¼) of Section Fourteen (14), Township Eleven (11) North, Range Nine (9), West of the 6 <sup>th</sup> P.M., in the City of Grand Island, Hall County, Nebraska, more particularly described as follows: Beginning at the northwest corner of said East Half of the Northwest Quarter (E ½ NW ¼); thence running Easterly along the North line of said East Half of the Northwest Quarter (E ½ NW ¼) on an Assumed Bearing of S 89°28'02"E, a distance of Three Hundred Twenty Seven and Fifty Nine Hundredths (327.59) feet, to the Northwest corner of Windolph's Subdivision; thence running S 00°08'46"W, along the west line of Windolph's Subdivision, a distance of One Thousand Three Hundred Seventeen and Ninety Seven Hundredths (1317.97) feet to a point on the South line of the Northeast Quarter of the Northwest	\$7,856.48

		<p>Quarter (NE ¼ NW ¼); thence running N 89°30'49"W along the South line of said Northeast Quarter of the Northwest Quarter (NE ¼ NW ¼), a distance of Three Hundred Thirty and Twenty Seven Hundredths (330.27) feet, to the Southwest corner of said Northeast Quarter of the Northwest Quarter (NE ¼ NW ¼); thence running N 00°15'45"E, along the west line of the East Half of the Northwest Quarter (E ½ NW ¼), a distance of One Thousand Three Hundred Eighteen and Twenty Five Hundredths (1318.25) feet to the Point of Beginning; AND Half (½) of vacated Lueth Drive abutting said property to the East as shown in Ordinance No. 9244 recorded November 25, 2009 as Instrument No. 200909314.</p> <p style="text-align: center;">AND</p> <p>A tract of land comprising part of the West Half of the Northwest Quarter (W ½ NW ¼) of Section Fourteen (14), Township Eleven (11) North, Range Nine (9), West of the 6<sup>th</sup> P.M., in the City of Grand Island, Hall County, Nebraska, more particularly described as follows:</p> <p>Beginning at the Northeast corner of said West Half of the Northwest Quarter (W ½ NW ¼); thence running Southerly along the East line of said West Half of the Northwest Quarter (W ½ NW ¼) on an Assumed Bearing of S 00°15'45"W, a distance of One Thousand Three Hundred Eighteen and Twenty Eight Hundredths (1318.28) feet to the Southeast corner of the Northwest Quarter of the Northwest Quarter (NW ¼ NW ¼); thence running N 89°30'49"W, along the South line of said Northwest Quarter of the Northwest Quarter (NW ¼ NW ¼), a distance of Ten and Fifty Five Hundredths (10.55) feet; thence running N 03°14'46"W a distance of Thirty Three and Forty Two Hundredths (33.42) feet; thence running N 03°02'46"E a distance of Sixty Four and Sixteen Hundredths (64.16) feet; thence running N 00°28'33"E a distance of Ninety Seven and Eight Hundredths (97.08) feet; thence running N 00°43'52"W a distance of Sixteen and Twenty Eight Hundredths (16.28) feet; thence running N 00°30'10"W a distance of Seven Hundred Nine and Eighty Three Hundredths (709.83) feet; thence running N 00°13'27"E a distance of Three Hundred Ninety Seven and Seventy Three Hundredths (397.73) feet to a point on the north line of the West Half of the Northwest Quarter (W ½ NW ¼); thence running S 89°28'02"E, along the north line of the West Half of the Northwest Quarter (W ½ NW ¼) a distance of Nineteen and Fifteen Hundredths (19.15) feet to the actual point of beginning.</p>	
400140640	John Robert Schleicher	<p>All of Lot Two (2) of Windolph's Subdivision of a part of the West Half of the Northeast Quarter (W ½ NE ¼) and part of the East Half of the Northwest Quarter (E ½ NW ¼) of Section Fourteen (14), Township Eleven (11) North, Range Nine (9), West of the 6<sup>th</sup> P.M., except for the following described parcel of land:</p> <p>Beginning at the Northwest corner of Lot Two (2) of Windolph's Subdivision, thence Easterly along the North line of said Lot Two (2), a distance of One Hundred Twenty Five and Six Tenths (125.6) feet to a point; thence Southerly along a line parallel to the West line of said Lot Two (2) a distance of Two Hundred (200.0) feet to a point; thence Westerly along a line parallel to the North line of said Lot Two (2) a distance of One Hundred Twenty Five and Six Tenths (125.6) feet to a point on the West line of said Lot Two (2); thence Northerly along the West line of said Lot Two (2) a distance of Two Hundred (200.0) feet to the point of</p>	\$7,856.48

		beginning.  AND All of Lot Three (3) of Windolphs' Subdivision of a part of the West Half of the Northeast Quarter (W ½ NE ¼) and a part of the East Half of the Northwest Quarter (E ½ NW ¼) of Section Fourteen (14), Township Eleven (11) North, Range Nine (9), West of the 6 <sup>th</sup> P.M., Hall County, Nebraska.	
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400104970	Craig L & Karla A Paro	A part of Lot One (1), Voss Subdivision of part of the South Half (S ½) of Section Eleven (11), Township Eleven (11) North, Range Nine (9) West of the 6 <sup>th</sup> P.M., Hall County, Nebraska, more particularly described as follows: Beginning at the Southwest corner of the Southeast Quarter of the Southwest Quarter (SE ¼ SW ¼) of said Section Eleven (11); running thence Easterly along and upon the South line of said Southeast Quarter of the Southwest Quarter (SE ¼ SW ¼) of said Section Eleven (11), a distance of Two Hundred Seventy Seven and Five Tenths (277.5) feet; thence Northerly and parallel to the Westerly line of said Southeast Quarter of the Southwest Quarter (SE ¼ SW ¼) of said Section Eleven (11), a distance of Thirty Three (33.0) feet to the actual Point of Beginning; thence continuing Northerly on said line a distance of One Hundred Fifty and Nine Tenths (150.9) feet; thence Easterly and parallel to the Southerly line of said Southeast Quarter of the Southwest Quarter (SE ¼ SW ¼) of Section Eleven (11), a distance of Fifty (50.0) feet; thence Southerly parallel to the Westerly line of said Southeast Quarter of the Southwest Quarter (SE ¼ SW ¼) of said Section Eleven (11), a distance of One Hundred Fifty and Nine Tenths (150.9) feet; thence Westerly parallel and Thirty Three (33.0) feet Northerly from the Southerly line of the Southeast Quarter of the Southwest Quarter (SE ¼ SW ¼) of said Section Eleven (11), a distance of Fifty (50.0) feet to the actual point of beginning.	\$7,631.48
400104962	Jack & Joan McKee	Part of Lot One (1) of Voss Subdivision of part of the South Half (S ½) of Section Eleven (11), Township Eleven (11) North, Range Nine (9), West of the 6 <sup>th</sup> P.M., Hall County, Nebraska, and more particularly described as follows: Beginning at the Southwest corner of the Southeast Quarter of the Southwest Quarter (SE ¼ SW ¼) of said Section Eleven (11); thence running North along and upon the West line of said Southeast Quarter of the Southwest Quarter (SE ¼ SW ¼) a distance of Six Hundred Fifty Eight and Five Tenths (658.5) feet to a point on the South right-of- way line of U.S. Highway No. 30; thence deflecting right and running Northeasterly along and upon said South right-of-way line of U.S. Highway No. 30 a distance of Two and Eighty Hundredths (2.80) feet; thence deflecting right and running easterly a distance of Thirty and Ninety Hundredths (30.90) feet; thence deflecting right and running Southerly a distance of Fifty Six and Seven Tenths (56.7) feet; thence deflecting 108°47' left and running Northeasterly a distance of One Hundred Seventy Six and Six Tenths (176.6) feet; thence deflecting right and running Easterly a distance of Five Hundred Nineteen and Sixty Five Hundredths (519.65) feet to the Northwest corner of Bernhard Voss First Subdivision; thence deflecting 89°36' right and running Southerly along and upon the west line of said Bernhard Voss First Subdivision a distance of Three Hundred Sixty Three and Four Tenths (363.4) feet to the	\$7,856.48

Northwest corner of Lot Eleven (11), Bernhard Voss First Subdivision; thence deflecting right 90°13'30" and running Westerly a distance of Sixty Seven (67.0) feet, thence deflecting left 90°13'30" and running Southerly a distance of Two Hundred Ninety Six and Seventy Five Hundredths (296.75) feet to a point on the South line of said Section Eleven (11); thence deflecting right and running West along and upon said South line of Section Eleven (11) a distance of Thirty Two (32.0) feet; thence deflecting right 89°34'30" and running Northerly a distance of One Hundred Eighty Three and Nine Tenths (183.9) feet; thence deflecting left 89°36'30" and running Westerly a distance of Three Hundred Thirty Eight and Six Tenths (338.6) feet; thence deflecting left 90°25'40" and running Southerly a distance of One Hundred Eighty Three and Fifty Five Hundredths (183.55) feet to a point on the South line of said Section Eleven (11), thence deflecting right 90°25'30" and running West along and upon the South line of said Section Eleven (11) a distance of Two Hundred Seventy Seven and Five Tenths (277.5) feet to the point of beginning.

**TOTAL TAP FEES**

**\$101,070.57**

BE IT FURTHER RESOLVED that the special benefits as determined by this resolution shall not be levied as special assessments but shall be certified by this resolution to the Register of Deeds, Hall County, Nebraska, pursuant to Section 16-6,103, R.R.S. 1943. A connection fee in the amount of the above benefit accruing to each property in the district shall be paid to the City of Grand Island at the time such property becomes connected to the sanitary sewer. No property benefited as determined by this resolution shall be connected to the sanitary sewer main until the connection fee is paid. The connection fees collected shall be paid into the fund from which construction costs were made to replenish such fund for the construction costs.

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Adopted by the City Council of the City of Grand Island, Nebraska, April 26, 2016.

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Jeremy L. Jensen, Mayor

Attest:

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



# City of Grand Island

Tuesday, April 26, 2016

Council Session

## Item I-2

**#2016-100 - Consideration of Fees for Sanitary Sewer Dist. No. 537T, Extension of Sanitary Sewer to Serve Lots 1 & 2, TLST Spiels Subdivision & Part of the North Ten (10) Acres of the W Half of the NW Quarter (W1/2NW1/4) all In Section 10-11-9**

*This item relates to the aforementioned Board of Equalization item D-2.*

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

RESOLUTION 2016-100

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, sitting as a Board of Equalization for Sanitary Sewer District No. 537T, after due notice having been given thereof, that we find and adjudge:

That the benefits accruing to the real estate in such district 537T to be the total sum of \$177,026.57, with existing agreement credits of \$1,112.76 and a contract credit of \$80,000.03 for a revised tap fee total of \$95,913.78; and

Such benefits are equal and uniform; and

According to the area of the respective lots, tracts, and real estate within such Sanitary Sewer District No. 537T, such benefits are the sums set opposite the several descriptions as follows:

Parcel No.	Owner	Legal Description	Connection Fee
400205955	Jose Haro Martha Haro	The North One Hundred Eighty Two (182.0) feet of a certain part of the North Ten (10) acres of the West Half of the Northwest Quarter (W ½ NW ¼) of Section Ten (10), Township Eleven (11) North, Range Nine (9), West of the 6 <sup>th</sup> P.M., Hall County, Nebraska, more particularly described as: Beginning at a point on the North line of the North Ten (10) acres of the West Half of the Northwest Quarter (W ½ NW ¼) of Section Ten (10), which point is one Thousand One Hundred Eighty Eight (1188.0) feet West of the Northeast corner of the North Ten (10) acres of the West Half of the Northwest Quarter (W ½ NW ¼) of said Section Ten (10); running thence South parallel to the East line of the said North Ten (10) acres Three Hundred Thirty One (331.0) feet; running thence West parallel to the North line of the said North Ten (10) acres One Hundred Thirty Four and Seven Tenths (134.7) feet to a point on the West line of the said North Ten (10) acres; running thence North upon and along the West line of the said North Ten (10) acres Three Hundred Thirty One (331.0) feet to the Northwest corner of the said North Ten (10) acres; running thence East upon and along the North line of the said North Ten (10) acres One Hundred Thirty Three and Nine Tenths (133.9) feet to the actual point of beginning; EXCEPT the South Fifty (50.0) feet of said North One Hundred Eighty Two (182.0) feet thereof; and subject to one-half (½) of the County Road to the North and West of said premises.	\$7,463.58
400205963	Juan Rico Anna M Villa De Rico	The South Fifty (50) feet of the North One Hundred Eighty Two (182.0) feet of that part of the North Ten (10) acres of the West Half of the Northwest Quarter (W ½ NW ¼) of Section Ten (10), Township Eleven (11) North, Range Nine (9), West of the 6 <sup>th</sup> P.M., Hall County, Nebraska, more particularly described as follows: Beginning at a point on the North line of said Section Ten (10), a distance of One Thousand One Hundred Eighty Eight (1188.0) feet West of the Northeast corner of the West Half of the Northwest Quarter (W ½ NW ¼) of said Section; running thence South parallel to the East line of said West Half of the Northwest Quarter (W ½ NW ¼) of said Section for a	\$7,463.58

Approved as to Form April 22, 2016	<input type="checkbox"/> _____ <input type="checkbox"/> City Attorney
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		distance of Three Hundred Thirty One (331.0) feet; running then West parallel to the North line of said Section Ten (10), a distance of One Hundred Thirty Four and Seven Tenths (134.7) feet, more or less, to a point on the West line of Section Ten (10); running thence North upon and along said West Section line for a distance of Three Hundred Thirty One (331.0) feet to the Northwest corner of said Section Ten (10); running thence East upon and along the North line of said Section Ten (10) for a distance of One Hundred Thirty Three and Nine Tenths (133.9) feet, more or less, to the Actual Point of Beginning.	
400206080	Rhonda Coon Ricky Coon	A certain tract of the North Ten (10) acres of the West Half of the Northwest Quarter (W ½ NW ¼) of Section Ten (10), in Township Eleven (11) North, Range Nine (9), West of the 6 <sup>th</sup> P.M., Hall County, Nebraska, more particularly described as follows: Beginning at a point on the West line of the North Ten (10) acres of the West Half of the Northwest Quarter (W ½ NW ¼) of said Section Ten (10), which point is One Hundred Eighty Two (182.0) feet South of the Northwest corner of the North Ten (10) acres of the West Half of the Northwest Quarter (W ½ NW ¼) of said Section Ten (10), the point of beginning; running thence South on the West line of the West Half of the Northwest Quarter (W ½ NW ¼) of said Section Ten (10) for a distance of One Hundred Forty Nine (149.0) feet; running thence East for a distance of One Hundred Thirty Four and Seven Tenths (134.7) feet; running thence North parallel with the West line of the North Ten (10) acres of the West Half of the Northwest Quarter (W ½ NW ¼) of said Section Ten (10) for a distance of One Hundred Forty Nine (149.0) feet; thence running West and parallel to the North line of said Ten (10) acre tract to the point of beginning. Subject, however, to One Half (1/2) of the County Road to the West of said premises.	\$7,463.58
400214059	Gary Ummel Estel Ummel	Lot Two (2), TLST Spiehs Subdivision, City of Grand Island, Hall County, Nebraska.	\$7,463.58
400205939	Timothy S Grudzinski Cassandar L Grudzinski	The West Half of the following described tract: Part of the North Ten (10) acres of the West Half of the Northwest Quarter (W ½ NW ¼) of Section Ten (10), Township Eleven (11) North, Range Nine (9), West of the 6 <sup>th</sup> P.M., Hall County, Nebraska and more particularly described as follows: Beginning at a point on the North line of the North Ten (10) acres of the West Half of the Northwest Quarter (W ½ NW ¼) of said Section Ten (10), which point is One Thousand Fifty Six (1056.0) feet West of the Northeast corner of said North Ten (10) acres of the West Half of the Northwest Quarter (W ½ NW ¼) of said Section Ten (10); running thence South parallel to the East line of said North Ten (10) acres of the West Half of the Northwest Quarter (W ½ NW ¼) of said Section Ten (10), Three Hundred Thirty One (331.0) feet; running thence West parallel to the North line of said tract One Hundred Thirty Two (132.0) feet; running thence North parallel to the East line of said tract, Three Hundred Thirty One (331.0) feet, to a point on the North line of said Ten (10) acres tract; running thence East along and upon the North line of said Ten (10) acre tract, One Hundred Thirty Two (132.0) feet to the actual point of beginning, subject however to the Half (½) of the County Road to the North of said premises, Hall County, Nebraska.	\$7,463.58



400205920	Reinier Fernandez Solorzano	<p>The East Half (E ½) of the following described tract:  Part of the North Ten (10) Acres of the West Half of the Northwest Quarter (W ½ NW ¼) of Section Ten (10), Township Eleven (11) North, Range Nine (9), West of the 6<sup>th</sup> P.M., Hall County, Nebraska, more particularly described as follows:  Beginning at a point on the North line of the North Ten (10) acres of the West Half of the Northwest Quarter (W ½ NW ¼) of said Section Ten (10), which point is One Thousand Fifty Six (1056.0) feet West of the Northeast corner of said North Ten (10) acres of the West Half of the Northwest Quarter (W ½ NW ¼) of said Section Ten (10); running thence South parallel to the East line of said North Ten (10) acres of the West Half of the Northwest Quarter (W ½ NW ¼) of said Section Ten (10), Three Hundred Thirty One (331.0) feet; running thence West parallel to the North line of said tract, One Hundred Thirty Two (132.0) feet; running thence North parallel to the East line of said tract, Three Hundred Thirty One (331.0) feet to a point on the north line of said Ten (10) acre tract; running thence East along and upon the North line of said Ten (10) acre tract, One Hundred Thirty Two (132.0) feet to the actual point of beginning.</p>	\$7,463.58
400206056	Wesley T Tjaden	<p>Part of the West Half of the Northwest Quarter (W ½ NW ¼) of Section Ten (10), Township Eleven (11) North, Range Nine (9), West of the 6<sup>th</sup> P.M., more particularly described as follows:  Beginning at a point on the North line of said Section Ten (10), which point is Nine Hundred Twenty Four (924.0) feet West of the Northeast corner of the Northwest Quarter of the Northwest Quarter (NW ¼ NW ¼) of said Section Ten (10); running thence South and parallel to the East line of said Section Ten (10) a distance of Three Hundred Thirty One (331.0) feet; running thence West and parallel to the North line of said Section Ten (10) a distance of One Hundred Thirty Two (132.0) feet; running thence North and parallel to the East line of said Section a distance of Three Hundred Thirty One (331.0) feet to the North line of said Section Ten (10); running thence East and along and upon the North line of said Section Ten (10) a distance of One Hundred Thirty Two (132.0) feet to the point of beginning.</p>	\$7,463.58
400205947	Anna Lee Young Life Estate B Haycock & B Hardenbroc	<p>A certain part of the North Ten (10) acres of the West Half of the Northwest Quarter (W ½ NW ¼) of Section Ten (10), Township Eleven (11) North, Range Nine (9), West of the 6<sup>th</sup> P.M., Hall County, Nebraska, more particularly described as follows:  Beginning at a point on the North line of the North Ten (10) acres of the West Half of the Northwest Quarter (W ½ NW ¼) of said Section Ten (10), which point is Seven Hundred Ninety Two (792.0) feet West of the Northeast corner of the North Ten (10) acres of the West Half of the Northwest Quarter (W ½ NW ¼) of said Section Ten (10); running thence South parallel to the East line of the North Ten (10) acres of the West Half of the Northwest Quarter (W ½ NW ¼)</p>	\$7,463.58

		of said Section Ten (10), Three Hundred Thirty One (331.0) feet; running thence West parallel to the North line of the North Ten (10) acres of the West Half of the Northwest Quarter (W ½ NW ¼) of said Section Ten (10), One Hundred Thirty Two (132.0) feet; running thence North parallel to the East line of the North Ten (10) acres of the West Half of the Northwest Quarter (W ½ NW ¼) of said Section Ten (10), Three Hundred Thirty One (331.0) feet to a point on the North line of the North Ten (10) acres of the West Half of the Northwest Quarter (W ½ NW ¼) of said Section Ten (10); running thence East upon and along the North line of the North Ten (10) acres of the West Half of the Northwest Quarter (W ½ NW ¼) of said Section Ten (10), One Hundred Thirty Two (132.0) feet to the actual point of beginning, subject, however to One Half (1/2) of the County Road to the North of said premises.	
400206013	JK Investments, LLC	<p>A certain part of the North Ten (10) acres of the West Half of the Northwest Quarter (W ½ NW ¼) of Section Ten (10), Township Eleven (11) North, Range Nine (9), West of the 6<sup>th</sup> P.M., Hall County, Nebraska, more particularly described as follows:</p> <p>Beginning at a point on the North line of the North Ten (10) acres of the West Half of the Northwest Quarter (W ½ NW ¼) of said Section Ten (10), which point is Six Hundred Sixty (660.0) feet West of the Northeast corner of the North Ten (10) acres of the West Half of the Northwest Quarter (W ½ NW ¼) of said Section Ten (10); running thence South parallel to the East line of the North Ten (10) acres of the West Half of the Northwest Quarter (W ½ NW ¼) of said Section Ten (10), Three Hundred Thirty One (331.0) feet; running thence West parallel to the North line of the North Ten (10) acres of the West Half of the Northwest Quarter (W ½ NW ¼) of said Section Ten (10), One Hundred Thirty Two (132.0) feet; running thence North parallel to the East line of the North Ten (10) acres of the West Half of the Northwest Quarter (W ½ NW ¼) of said Section Ten (10), Three Hundred Thirty One (331.0) feet, to a point on the North line of the North Ten (10) acres of the West Half of the Northwest Quarter (W ½ NW ¼) of said Section Ten (10); running thence East upon and along the North line of the North Ten (10) acres of the West Half of the Northwest Quarter (W ½ NW ¼) of said Section Ten (10), One Hundred Thirty Two (132.0) feet, to the actual point of beginning.</p>	\$7,463.58
400206005	Sergio Urbina Idalia Urbina	<p>A certain part of the North Ten (10) acres of the West Half of the Northwest Quarter (W ½ NW ¼), of Section Ten (10), Township Eleven (11) North, Range Nine (9), West of the 6<sup>th</sup> P.M., Hall County, Nebraska, more particularly described as follows:</p> <p>Beginning at a point on the North line of the North Ten (10) acres of the West Half of the Northwest Quarter (W ½ NW ¼) of said Section Ten (10), which point is Five Hundred Twenty Eight (528.0) feet West of the Northeast corner of the North Ten (10) acres of the West Half of the Northwest Quarter (W ½ NW ¼) of said Section Ten (10); running thence South parallel to the East line of the North Ten (10) acres of the West Half of the Northwest Quarter (W ½ NW ¼) of said Section Ten (10), Three Hundred Thirty (330.0) feet; running thence West parallel to the North line of the North Ten (10)</p>	\$6,350.82

		acres of the West Half of the Northwest Quarter (W ½ NW ¼) of said Section Ten (10), One Hundred Thirty Two (132.0) feet; running thence North parallel to the East line of the North Ten (10) acres of the West Half of the Northwest Quarter (W ½ NW ¼) of said Section Ten (10), Three Hundred Thirty (330.0) feet, to a point on the North line of the North Ten (10) acres of the West Half of the Northwest Quarter (W ½ NW ¼) of said Section Ten (10); running thence East upon and along the North line of the North Ten (10) acres of the West Half of the Northwest Quarter (W ½ NW ¼) of said Section Ten (10), One Hundred Thirty Two (132.0) feet, to the actual point of beginning; subject to One Half (½) of the County Road to the North of said premises.	
400205912	Cruz C Ramos, Sr. Minerva M Ramos	Part of the North Ten (10) acres of the West Half of the Northwest Quarter (W ½ NW ¼) of Section Ten (10), Township Eleven (11) North, Range Nine (9), West of the 6 <sup>th</sup> P.M., Hall County, Nebraska, more particularly described as follows: Beginning at a point on the North line of the North Ten (10) acres of the West Half of the Northwest Quarter (W ½ NW ¼) of said Section Ten (10) which point is Three Hundred Ninety Six (396.0) feet West of the Northeast corner of the North Ten (10) acres of the West Half of the Northwest Quarter (W ½ NW ¼) of said Section Ten (10); running thence South parallel to the East line of the North Ten (10) acres of the West Half of the Northwest Quarter (W ½ NW ¼) of said Section Ten (10) Three Hundred Thirty One (331.0) feet; running thence West parallel to the North line of the North Ten (10) acres of the West Half of the Northwest Quarter (W ½ NW ¼) of said Section Ten (10) One Hundred Thirty Two (132.0) feet; running thence North parallel to the East line of the North Ten (10) acres of the West Half of the Northwest Quarter (W ½ NW ¼) of said Section Ten (10) Three Hundred Thirty One (331.0) feet to a point on the North line of the North Ten (10) acres of the West Half of the Northwest Quarter (W ½ NW ¼) of said Section Ten (10); running thence East along and upon the North line of the North Ten (10) acres of the West Half of the Northwest Quarter (W ½ NW ¼) of said Section Ten (10) One Hundred Thirty Two (132.0) feet, to the actual point of beginning; subject to One Half (½) of the County Road to the North of said premises,	\$7,463.58
400205904	Ronald Peter Pfenning	Part of the North Ten (10) acres of the West Half of the Northwest Quarter (W ½ NW ¼) of Section Ten (10), Township Eleven (11) North, Range Nine (9), West of the 6 <sup>th</sup> P.M., Hall County, Nebraska, more particularly described as follows: Beginning at a point of the North line of the North Ten (10) acres of the West Half of the Northwest Quarter (W ½ NW ¼) of said Section Ten (10), which point is Two Hundred Sixty Four (264.0) feet West of the Northeast corner of the North Ten (10) acres of the West Half of the Northwest Quarter (W ½ NW ¼) of said Section Ten (10); running thence South parallel to the East line of the North Ten (10) acres of the West Half of the Northwest Quarter (W ½ NW ¼) of said Section Ten (10), Three Hundred Thirty One (331.0) feet; running thence West parallel to the North line of the North Ten (10) acres of the West Half of the Northwest Quarter (W ½ NW ¼) of said Section Ten (10), One Hundred Thirty Two	\$7,463.58

		(132.0) feet; running thence North parallel to the East line of the North Ten (10) acres of the West Half of the Northwest Quarter (W ½ NW ¼) of said Section Ten (10), Three Hundred Thirty One (331.0) feet, to a point on the North line of the North Ten (10) acres of the West Half of the Northwest Quarter (W ½ NW ¼) of said Section Ten (10); running thence East upon and along the North line of the North Ten (10) acres of the West Half of the Northwest Quarter (W ½ NW ¼) of said Section Ten (10), One Hundred Thirty Two (132.0) feet, to the actual point of beginning, subject to One Half (½) of the County Road to the North of said premises.	
400206048	Timothy S Spiels Lisa M Spiels	Lot One (1), TLST Spiels Subdivision, City of Grand Island, Hall County, Nebraska.	\$7,463.58

**TOTAL TAP FEES**

**\$95,913.78**

BE IT FURTHER RESOLVED that the special benefits as determined by this resolution shall not be levied as special assessments but shall be certified by this resolution to the Register of Deeds, Hall County, Nebraska, pursuant to Section 16-6,103, R.R.S. 1943. A connection fee in the amount of the above benefit accruing to each property in the district shall be paid to the City of Grand Island at the time such property becomes connected to the sanitary sewer. No property benefited as determined by this resolution shall be connected to the sanitary sewer main until the connection fee is paid. The connection fees collected shall be paid into the fund from which construction costs were made to replenish such fund for the construction costs.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 26, 2016.

\_\_\_\_\_  
Jeremy L. Jensen, Mayor

Attest:

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



# City of Grand Island

Tuesday, April 26, 2016

Council Session

## Item I-3

**#2016-101 - Consideration of Request from Azteca Market, LLC dba The Brick House, 115-117 West 3rd Street for a Class “I” Liquor License and Liquor Manager Designation for Maria Garcia, 644 East Meves**

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

Staff Contact: RaNae Edwards

RESOLUTION 2016-101

WHEREAS, an application was filed by Azteca Market, LLC doing business as The Brick House, 115-117 West 3<sup>rd</sup> Street for a Class "I" Liquor License; and

WHEREAS, a public hearing notice was published in the *Grand Island Independent* as required by state law on April 16, 2016; such publication cost being \$10.23; and

WHEREAS, a public hearing was held on April 26, 2016 for the purpose of discussing such liquor license application.

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

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

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

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

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_ The City of Grand Island hereby recommends approval of Maria Garcia, 644 East Meves as liquor manager of such business.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 26, 2016.

\_\_\_\_\_  
Jeremy L. Jensen, Mayor

Attest:

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

Approved as to Form    ✕ \_\_\_\_\_  
April 22, 2016            ✕ City Attorney



# City of Grand Island

Tuesday, April 26, 2016

Council Session

## Item I-4

**#2016-102 - Consideration of Request from Azteca Market, LLC  
dba Azteca Banquet Hall, 103 West 3rd Street for a Class “I”  
Liquor License and Liquor Manager Designation for Maria  
Garcia, 644 East Meves**

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

Staff Contact: RaNae Edwards

RESOLUTION 2016-102

WHEREAS, an application was filed by Azteca Market, LLC doing business as Azteca Banquet Hall, 103 West 3<sup>rd</sup> Street for a Class "I" Liquor License; and

WHEREAS, a public hearing notice was published in the *Grand Island Independent* as required by state law on April 16, 2016; such publication cost being \$10.23; and

WHEREAS, a public hearing was held on April 26, 2016 for the purpose of discussing such liquor license application.

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

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

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

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

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_ The City of Grand Island hereby recommends approval of Maria Garcia, 644 East Meves as liquor manager of such business.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 26, 2016.

\_\_\_\_\_  
Jeremy L. Jensen, Mayor

Attest:

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

Approved as to Form    ✕ \_\_\_\_\_  
April 22, 2016            ✕ City Attorney





# City of Grand Island

Tuesday, April 26, 2016

Council Session

## Item I-5

**#2016-103 - Consideration of Approving Memorandum of Understanding for Assistance to Firefighters Grant for Fire Training Simulator**

Staff Contact: Cory Schmidt, Fire Chief

# Council Agenda Memo

**From:** Fire Chief Cory Schmidt  
**Meeting:** April 26, 2016  
**Subject:** MOU Authorization for Fire Training Simulator  
**Presenter(s):** Cory Schmidt, Fire Chief

## Background

The Grand Island Fire Department (GIFD) and other departments in our mutual aid association struggle to find live fire training opportunities. When Fire Station #1 was built in 2007, the GIFD looked into relocating the training tower from the previous fire station located at 302 South Pine to the new station location. The move was determined to be cost prohibitive by administration and the tower was demolished. Since that time, the GIFD has been without a training tower.

## Discussion

The Assistance to Firefighters Grant (AFG) program was created to enhance the safety of the public and firefighters with respect to fire-related hazards by providing direct financial assistance to eligible fire departments. GIFD and several members of our mutual aid association are eligible to apply for federal assistance to purchase a mobile fire training simulator. The GIFD seeks to enter into a memorandum of understanding (MOU) with the Aurora Fire Department, Chapman Fire and Rescue, Grand Island Suburban Fire Protection District #3, and Phillips Rural Fire District #9. The MOU is requested by the AFG program as support documentation for a grant to purchase a mobile fire training simulator. The MOU would provide the details on facility use between the agencies involved. GIFD would be the lead agency and it is proposed to place the training simulator at Fire Station #1.

The proposed training tower has a cost of \$569,950 plus \$16,750 for delivery. GIFD would be responsible for 10% in matching funds (approximately \$59,000). There may be additional ground preparation costs not covered by the grant as well. If awarded the grant, the matching funds would require additional Council approval to purchase the training tower.

GIFD struggles to provide adequate training to its department members. In the past, live fire training has taken place in acquired structures donated by their owners. Most of the donated structures are in very poor shape and are not safe to practice interior fire related

training. If awarded this grant, the GIFD and mutual aid partners will be able to train in a safer, more efficient manner.

### **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 MOU with Aurora Fire Department, Chapman Fire and Rescue, Grand Island Suburban Fire District #3, and Phillips Rural Fire District #9.

### **Sample Motion**

Move to approve the MOU between GIFD and Aurora Fire Department, Chapman Fire and Rescue, Grand Island Suburban Fire Protection District #3, and Phillips Rural Fire District #9.

## **FIRE TRAINING FACILITY USE AGREEMENT**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of April, 2016, by and between the **CITY OF GRAND ISLAND and GRAND ISLAND FIRE DEPARTMENT, NEBRASKA**, a Municipal Corporation, hereinafter referred to as “GIFD”, and **GRAND ISLAND RURAL FIRE DEPARTMENT**, hereinafter referred to as “AGENCY”.

**WHEREAS**, the GIFD is the owner of a fire training simulator , hereinafter referred to as “Facility,” located at 409 E Fonner Park Rd, Grand Island Nebraska; and

**WHEREAS**, Agency desires to utilize the Facility for training purposes for its personnel.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1. **Training.** Agency will be permitted to use the Facility on a non-exclusive basis for training purposes.

2. **Scheduling.** Facility usage will be scheduled according a training session scheduling policy set by GIFD. Agency recognizes that the Facility will be used by GIFD and by other Agencies for training purposes. Agency shall schedule its training exercises with GIFD with as much advance notice as possible to ensure that the Facility is available for its desired Training Sessions. GIFD shall use its best efforts to make the Facility available to Agency at Agency's requested Training Sessions, but Agency's requested Training Sessions cannot be guaranteed.

3. **Facility Fee.** GIFD will provide the Facility free of charge or expense to Agency; provided however, Agency shall supply all consumable materials required for its training sessions. If Agency wishes to transport the Facility to the Agency's site the Agency will be responsible for all costs and safe transportation of the unit. Agency will return the Facility in original condition, ordinary wear and tear excepted, upon completion of training or as directed by GIFD.

4. **Term of Agreement.** The term of this Agreement shall commence upon execution by the latest signing party. This Agreement shall continue in effect until such time as either party terminates the Agreement by providing notice to the other of its intention to terminate this Agreement at least ninety days (90) prior to termination.

5. **Rules of Facility Use.** GIFD has adopted certain rules and policies regarding the use of the Facility. These rules may be updated from time to time by GIFD to ensure the orderly and safe utilization of the Facility by the various Agencies. Agency agrees to comply with the Rules and further agrees that GIFD may terminate this Agreement for Agency's failure to comply.

6. **Facility Neat and Clean.** Agency agrees to keep the Facility in as neat and clean condition as reasonably can be expected during its use of the Facility. At the end of each

training session or use, Agency agrees to return the Facility to GIFD in as good of condition as received. Agency further agrees that it will clean the Facility after each use to a condition reasonably acceptable GIFD.

7. **Instructors.** In the event Agency desires to utilize its own instructors, the instructors may be required to go through an orientation session with GIFD.

8. **Safety Officers.** Agency shall adhere to NFPA Code 1403, which requires the presence of a safety officer/operator during use of the live fire training prop, and another safety officer for every five (5) firefighter trainees. Agency must select the safety officer and operator from an approved list provided by GIFD during any training session involving use of the live fire training prop.

9. **Liability.** Agency has inspected the Facility and finds it acceptable for its intended uses. Agency is not relying upon any representations or warranties concerning the Facility except those that may be set forth herein. Agency accepts sole responsibility and will hold harmless GIFD for all accidents, damages, bodily injury or damage to personal property occurring during Agency's use of the Facility to the extent applicable by law, and pursuant to the terms of any other agreement between the parties.

9.1 **No City or Fire Department Liability For Agency's Property Damage:** Agency waives any and all claims, suits and causes of action against GIFD (including its employees, officers or agents) for any property loss or damage done to Agency's property, whether real, personal or mixed, occasioned by Agency's activities on the Facility. It shall be the Agency's responsibility to provide its own protection against casualty losses of whatsoever kind or nature, regardless of whether or not such loss is occasioned by the acts or omissions of GIFD, third party, or act of nature.

9.2 **Grand Island Fire Department Property Damage:** Agency shall compensate GIFD, for any and all damages to the Facility and the City property occasioned by or arising from the use of the Facility by or arising from the use of the Facility by the Agency or anyone at the Facility (or other Fire Department property as a result of the Agency's activities on the Facility) in connection with Agency's use of the Facility, ordinary wear and tear excepted.

9.3 **Indemnity and Hold Harmless:** Agency agrees that it will protect, save, defend, hold harmless and indemnify the City of Grand Island and Grand Island Fire Department, its employees, volunteers, officers and agents from any and all demands, claims, judgments, or liability for loss or damage arising as a result of accidents, injuries, or other occurrences, (except for losses or injuries occurring as the result of the sole negligence of the City of Grand Island or Grand Island Fire Department), regardless of who the injury party may be. This section is expressly agreed to as a condition of using the facility.

10. **Assignment or subletting.** Agency is prohibited from either assigning, authorizing, licensing, or subletting all or any portion of the Facility during its use of the Facility.

11. **Litigation.** In the event any party hereto finds it necessary to bring an action against the other party to enforce any of the terms, covenants or conditions hereof, the party prevailing in any such action or proceeding shall be paid all costs and attorneys' fees incurred by the other party.

12. **Notices.** Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing addressed to the other party at the addresses as follows:

Agency:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Grand Island Fire Department  
100 W 1st St.  
Grand Island, NE 68801

or such address as may have been specified by notifying the other party of the change of address. Notice shall be deemed served on the date of actual delivery or the first attempted delivery as shown on the return receipt if mailed with the United States Postal Service by certified mail, return receipt requested.

13. **Amendment.** No modification, termination or amendment of this Agreement may be made except by written agreement signed by both parties hereto.

14. **Captions.** The captions of this agreement are for convenience and reference only and in no way define, limit or describe the scope or intent of this Agreement.

15. **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

16. **Counterparts.** This Agreement may be executed in any number of counterparts, counterparts together shall constitute but one agreement.

17. **Additional Acts.** Except as otherwise provided herein, in addition to the acts and deeds recited herein and contemplated to be performed, executed and/or delivered by any party hereto, the parties hereto agree to perform, execute and/or deliver, or cause to be performed, executed and/or delivered, any and all such further acts deeds and assurances, which may reasonably be required to effect the purposes of this Agreement.

18. **Neutral Authorship.** Each of the provisions of this Agreement had been reviewed and negotiated, and represents the combined work product of all parties hereto. No presumption or other rules of construction which would interpret the provisions of this Agreement in favor of or against the party preparing the same shall be applicable in connection with the construction or interpretation of the provisions of this Agreement.

19. **Governing Law.** This Agreement and the rights of the parties hereto shall be governed by the construed in accordance with the laws of the State of Nebraska.

20. **Entire Agreement.** The entire agreement between the parties hereto is contained in this Agreement and the exhibits hereto, and this Agreement supersedes all of their previous understandings and agreements, written and oral, with respect to this transaction. This Agreement may be amended only by written instrument executed by the parties subsequent to the date hereof.

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

**GRAND ISLAND FIRE DEPARTMENT**

**AGENCY**

\_\_\_\_\_  
Name

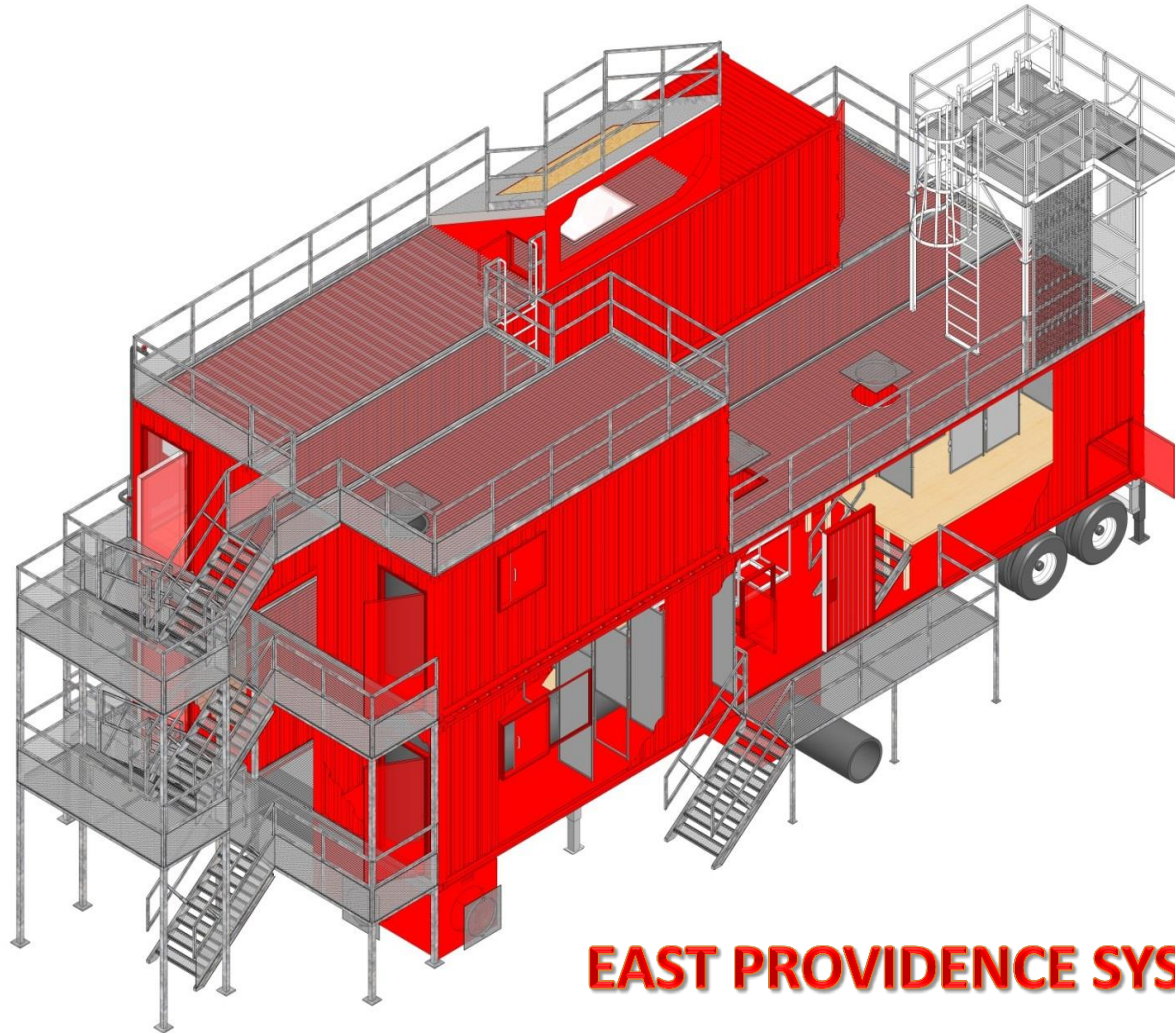
\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title



3233 E. Corona Avenue  
Phoenix, AZ 85040  
1-877-268-8303  
www.mobilefireunits.com



## **EAST PROVIDENCE SYSTEM**

- 2 – 48' CONTAINERS
- 2 – 48' CONTAINER CHASSIS
- 1 – 40' CONTAINER
- 1 – 20' CONTAINER
- 2 – BURN ROOMS
- 1 - CLASS "A" & LPG BURN ROOM
- 1 - CLASS "A" BURN ROOM
- TEMPERATURE MONITORING SYSTEM
- AUTOMATIC TEMPERATURE REDUCTION SYSTEM
- RECONFIGURABLE SCBA MAZE
- SHORING PROP
- WALL BREACH PROP
- INTERIOR STAIRS
- EXTERIOR STAIRS
- ACTIVE ROOF
- OSHA COMPLIANT GUARDRAIL SYSTEM
- RAPPPELLING TOWER
- STANDPIPE SYSTEM
- SPRINKLER SYSTEM
- PITCHED ROOF PROP
- FORCED ENTRY DOOR
- PERSONNEL DOORS
- DENVER DRILL WINDOWS
- BREACH WINDOWS
- CONFINED SPACE VAULT PROPS





RESOLUTION 2016-103

WHEREAS, the Grand Island Fire Department and other area departments struggle to find adequate live fire training opportunities; and

WHEREAS, the assistance to firefighter grant program offers federal assistance to the promote safety of first responders; and

WHEREAS, an MOU is needed as support documentation for a regional grant request.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, Move to approve the MOU with Aurora Fire Department, Chapman Fire and Rescue, Grand Island Suburban Fire Protection District #3, and Phillips Rural Fire District #9 in regards to the fire training simulator.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 26, 2016.

\_\_\_\_\_  
Jeremy L. Jensen, Mayor

Attest:

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

Approved as to Form	☒ _____
April 22, 2016	☒ City Attorney



# City of Grand Island

Tuesday, April 26, 2016

Council Session

## Item I-6

**#2016-104 – Consideration of Approving Second Addendum to the IBEW Service Clerical Labor Agreement**

Staff Contact: Aaron Schmid, Human Resources Director

# Council Agenda Memo

**From:** Aaron Schmid, Human Resources Director

**Meeting:** April 26, 2016

**Subject:** Consideration of Approving Second Addendum to the Labor Contract between the City of Grand Island and the IBEW Local 1597 (Service/Clerical) Bargaining Unit

**Presenter(s):** Aaron Schmid, Human Resources Director

## Background

On February 24, 2015 Resolution 2015-58 was approved. The resolution recognized the International Brotherhood of Electrical Workers (IBEW) Local 1597 (Service/Clerical) as Labor Representative for the City's Police Department Community Service Officers (CSOs).

## Discussion

Matters regarding the wages, benefits, and conditions of employment for the CSOs are subject to negotiations and approval by the IBEW and the Council. City Administration and IBEW Representation have met to negotiate terms of agreement. Please find attached the proposed Second Addendum to the Labor Contract between the City Of Grand Island and the IBEW Local 1597 (Service/Clerical) Bargaining Unit.

Items addressed in the addendum include:

1. Wages – A salary array was conducted to negotiate the wages.
2. Uniform allowance – A uniform allowance will create a process that is mutually beneficial to both parties.

The remaining terms of the labor contract will remain unchanged for the duration of the contract.

## Alternatives

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

1. Move to approve.

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

### **Recommendation**

The City Administration recommends approval of the Second Addendum to the Labor Contract between the City of Grand Island and the IBEW Local 1597 (Service/Clerical) Bargaining Unit .

### **Sample Motion**

Move to approve.

**SECOND ADDENDUM TO THE LABOR CONTRACT BETWEEN THE CITY OF GRAND ISLAND AND THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL 1597 SERVICE/CLERICAL BARGAINING UNIT**

This Second Addendum to the Labor Contract between the City of Grand Island and the International Brotherhood of Electrical Workers Local 1597 Service/Clerical Bargaining Unit sets forth terms and conditions agreed to by the parties as follows:

I.

This Addendum applies only to the aforementioned Agreement between the parties that is presently in effect from October 1, 2014 to September 30, 2018, as amended by the First Addendum thereto and dated February 24, 2015.

II.

**Article XVI is amended by adding the following:**

J. UNIFORM ALLOWANCE - COMMUNITY SERVICE OFFICERS ONLY

The City shall provide for new Community Service Officer employees covered under this contract upon hire, uniform items consisting of: two (2) long sleeved shirts; two (2) short sleeved shirts; two (2) pairs of pants; two (2) pairs of shorts; one (1) hat or visor; and one (1) coat.

Commencing upon the effective date of this Second Addendum, City shall provide a uniform allowance to be paid at the rate of Ten Dollars (\$10.00) per pay period per full-time employee. The City shall provide and replace to each employee covered by this agreement equipment specific to the position.

The employee will be responsible for the replacement of unserviceable garments. Replacement garments shall meet departmental uniform standards. Management reserves the right to mandate the replacement of unserviceable garments.

III.

**Article XIII is amended by adding the following:**

H. PAY PLAN - COMMUNITY SERVICE OFFICERS ONLY

February 24, 2015 through September 30, 2016. The following pay scale shall apply:

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
<b>Hourly</b>	15.6690	16.2181	16.7864	17.3746	17.9834	18.6136	19.2659	19.9410	20.6398	21.3610
<b>Period</b>	1,253.52	1,297.45	1,342.91	1,389.97	1,438.67	1,489.09	1,541.27	1,595.28	1,651.18	1,708.88
<b>Month</b>	2,715.96	2,811.13	2,909.64	3,011.60	3,117.13	3,226.36	3,339.42	3,456.44	3,577.56	3,702.57
<b>Annual</b>	32,591.52	33,733.70	34,915.66	36,139.22	37,405.42	38,716.34	40,073.02	41,477.28	42,930.68	44,430.88

October 1, 2016 through September 30, 2017. The following pay scale shall apply:

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
<b>Hourly</b>	16.0216	16.5259	17.0462	17.5829	18.1364	18.7074	19.2963	19.9038	20.5304	21.1768	21.8416
<b>Period</b>	1,281.73	1,322.07	1,363.70	1,406.63	1,450.91	1,496.59	1,543.70	1,592.30	1,642.43	1,694.14	1,747.33
<b>Month</b>	2,777.07	2,864.50	2,954.68	3,047.70	3,143.65	3,242.61	3,344.70	3,450.00	3,558.61	3,670.64	3,785.88
<b>Annual</b>	33,324.98	34,373.82	35,456.20	36,572.38	37,723.66	38,911.34	40,136.20	41,399.80	42,703.18	44,047.64	45,430.58

October 1, 2017 through September 30, 2018. The following pay scale shall apply:

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
<b>Hourly</b>	16.3821	16.8978	17.4298	17.9785	18.5445	19.1284	19.7306	20.3517	20.9924	21.6533	22.3330
<b>Period</b>	1,310.57	1,351.82	1,394.38	1,438.28	1,483.56	1,530.27	1,578.45	1,628.14	1,679.39	1,732.26	1,786.64
<b>Month</b>	2,839.56	2,928.96	3,021.17	3,116.28	3,214.39	3,315.58	3,419.96	3,527.63	3,638.69	3,753.24	3,871.06
<b>Annual</b>	34,074.82	35,147.32	36,253.88	37,395.28	38,572.56	39,787.02	41,039.70	42,331.64	43,664.14	45,038.76	46,452.64

IV.

February 24, 2015 shall be the effective date of this Second Addendum. Community Service Officers employed by the City of Grand Island on the date of City's approval of this Second Addendum shall receive retroactive pay for the time period beginning the later of the effective date or the employee's start date and ending on the date this Second Addendum is approved by the City of Grand Island. Employees shall not receive retroactive uniform allowance.

Witness Our Hands:

THE CITY OF GRAND ISLAND

\_\_\_\_\_  
Date

By \_\_\_\_\_  
Jeremy L. Jensen, Mayor

INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS LOCAL 1597

\_\_\_\_\_  
Date

By \_\_\_\_\_  
Dan Quick, President



**NON UNION EMPLOYEES**  
Ordinance 9570  
Effective Date 1/1/2015

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
<b>COMM SRV OFR FT</b>															
	10/05/2015														
0151	15,0188	15,3939	15,7783	16,1723	16,5763	16,9902	17,4145	17,8495	18,2952	18,7522	19,2204	19,7004	20,1924	20,6967	21,2122
Hourly:	1,201.50	1,231.51	1,262.26	1,293.78	1,326.10	1,359.22	1,393.16	1,427.96	1,463.62	1,500.18	1,537.63	1,576.03	1,615.39	1,655.74	1,696.98
Bi-Weekly:	2,603.25	2,668.27	2,734.90	2,803.19	2,873.22	2,944.98	3,018.51	3,093.91	3,171.18	3,250.39	3,331.53	3,414.73	3,500.01	3,587.44	3,676.79
Monthly:	31,239.00	32,019.26	32,818.76	33,638.28	34,478.60	35,339.72	36,222.16	37,126.96	38,054.12	39,004.68	39,978.38	40,976.78	42,000.14	43,049.24	44,121.48
Annual:															

RESOLUTION 2016-104

WHEREAS, pursuant to Neb. Rev. Stat., §16-201, the City has the authority to make all contracts and do all other acts in relation to the property and concerns of the City necessary to the exercise of its corporate powers; and

WHEREAS, an employee bargaining unit at the City Of Grand Island is represented by the Internal Brotherhood of Electrical Workers (IBEW) Local 1597; and

WHEREAS, representatives of the City and IBEW, Local 1597 met to negotiate a second labor addendum; and

WHEREAS, the second labor addendum specifies a salary adjustment and creation of a uniform allowance; and

WHEREAS, the City reached an agreement with the IBEW and the agreement has been presented to City Council for approval.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor is hereby authorized to execute the Second Labor Addendum by and between the City Of Grand Island and the Internal Brotherhood of Electrical Workers (IBEW) Local 1597 for the period of February 24, 2015 through September 30, 2018.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 26, 2016.

\_\_\_\_\_  
Jeremy L. Jensen, Mayor

ATTEST:

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

Approved as to Form	☒ _____
April 22, 2016	☒ City Attorney



# City of Grand Island

Tuesday, April 26, 2016

Council Session

## Item J-1

### **Approving Payment of Claims for the Period of April 13, 2016 through April 26, 2016**

*The Claims for the period of April 13, 2016 through April 26, 2016 for a total amount of \$2,473,567.51.  
A MOTION is in order.*

Staff Contact: Renae Griffiths



# City of Grand Island

Tuesday, April 26, 2016

Council Session

## Item X-1

### **Strategy Session with Respect to Litigation which is Imminent as Evidenced by Communication or a Claim or Threat of Litigation to or by the Public Body**

*The City Council may hold a closed or Executive Session as permitted by Neb. Rev. Stat. Sec. 84-1410. Closed sessions may be held for, but shall not be limited to such reasons as:*

- 1. Protection of the public interest.*
- 2. Needless injury to the reputation of an individual.*
- 3. Strategy sessions with respect to*
  - a. collective bargaining,*
  - b. real estate purchases,*
  - c. pending litigation, or*
  - d. imminent or threatened litigation.*
- 4. Discussion regarding deployment of security personnel or devices.*
- 5. For the Community Trust created under Sec. 81-1801.02, discussion regarding the amounts to be paid to individuals who have suffered from a tragedy of violence or natural disaster.*

Staff Contact: Jerry Janulewicz

