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# City of Grand Island



**Tuesday, October 11, 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 Todd Bowen, Grace Covenant Church, 418 West 12th 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, October 11, 2016

Council Session

## Item E-1

### **Public Hearing on Acquisition of Utility Easement - 3700 Block of West Capital Avenue - TS12 Phase II, LLC**

*Council action will take place under Resolutions item G-6.*

Staff Contact: Tim Luchsinger, Stacy Nonhof

# **Council Agenda Memo**

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

**Meeting:** October 11, 2016

**Subject:** Acquisition of Utility Easement – 3700 Block of West Capital Avenue – TS12 Phase II, LLC

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

## **Background**

Nebraska State Law requires that acquisition of property must be approved by City Council. The Utilities Department needs to acquire an easement relative to the property of TS12 Phase II, LLC, located through a part of Lot One (1), Sterling Estates Sixth Subdivision, in the City of Grand Island, Hall County, Nebraska (on the south side of Capital Avenue and West of Highway 281 – 3700 block of West Capital Avenue), in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers.

## **Discussion**

The Sterling Estates Sixth Subdivision is part of an apartment complex currently under development. In order to provide the electrical service for the westerly building, high voltage power lines and related equipment need to be placed on the Grantor's property. The new easement is located in the northwest corner of the tract and will allow the Utilities Department to install, access, operate and maintain the electric infrastructure.

## **Alternatives**

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

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

## **Recommendation**

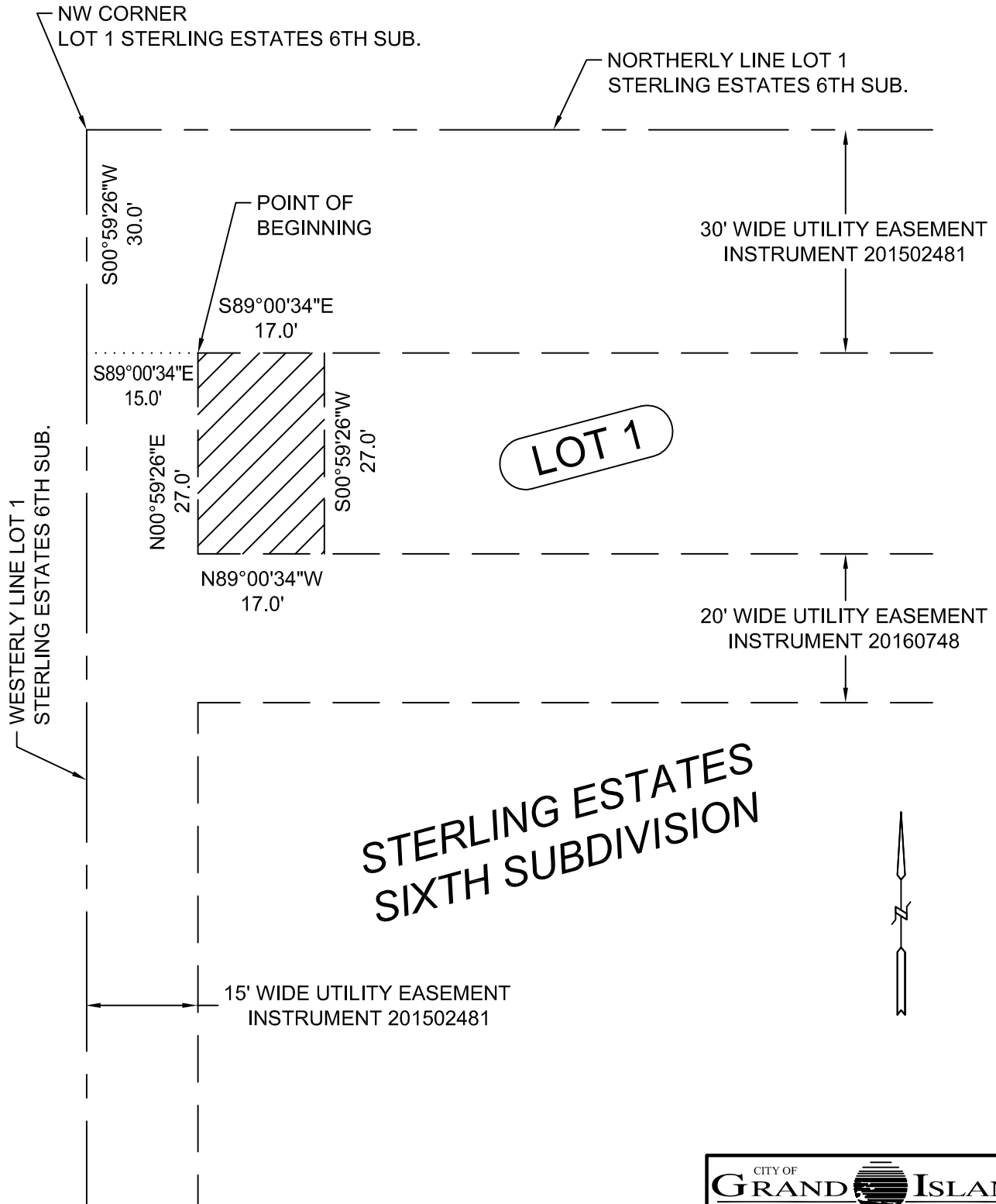
City Administration recommends that the Council approve the resolution for the acquisition of the easement for one dollar (\$1.00).



## **Sample Motion**

Motion to approve acquisition of the Utility Easement.

# CAPITAL AVENUE



## LEGEND

 INDICATES UTILITY  
EASEMENT

CITY OF <b>GRAND ISLAND</b>	
UTILITIES DEPARTMENT	
<b>EXHIBIT "A"</b>	
DRN BY: K.J.M.	SCALE: 1"= 20'
DATE: 9/13/2016	STERLING EST



# City of Grand Island

Tuesday, October 11, 2016

Council Session

## Item E-2

### **Public Hearing on Acquisition of Utility Easement - West Side of West Park Plaza Mobile Home Park - West Park Plaza Mobile Home Park, LLC**

*Council action will take place under Resolutions item G-7.*

Staff Contact: Tim Luchsinger, Stacy Nonhof

# **Council Agenda Memo**

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

**Meeting:** October 11, 2016

**Subject:** Acquisition of Utility Easement – West side of West Park Plaza  
Mobile Home Park – West Park Plaza Mobile Home Park, LLC

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

## **Background**

Nebraska State Law requires that acquisition of property must be approved by City Council. The Utilities Department needs to acquire an easement relative to the property of West Park Plaza Mobile Home Park, LLC, located through a part of the Southeast Quarter (SE ¼), Section Twenty Seven (27), Township Eleven (11) North, Range Ten (10) West of the 6<sup>th</sup> PM, Grand Island, Hall County, Nebraska (along the west side of West Lane), in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers.

## **Discussion**

The West Park Plaza Mobile Home Park is in the process of upgrading the mobile homes along the west side of West Lane. In order to serve the development's increased electrical load, new transformers and high voltage underground power lines need to be placed on the Grantor's property. The easement will allow the Utilities Department to install, access, operate and maintain the electric infrastructure. The centerline of the easement will be along the westerly edge of the existing roadway.

## **Alternatives**

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

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

## **Recommendation**

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

## **Sample Motion**

Motion to approve acquisition of the Utility Easement.





# City of Grand Island

Tuesday, October 11, 2016

Council Session

## Item F-1

**#9607 - Consideration of Vacation of Public Right-of-Way in  
Summerfield Estates 5th Subdivision - 3819 & 3820 Warbler Road**

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

# **Council Agenda Memo**

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

**Meeting:** October 11, 2016

**Subject:** Consideration of Vacation of Public Right-of-Way in Summerfield Estates 5<sup>th</sup> Subdivision – 3819 & 3820 Warbler Road

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

## **Background**

Public right-of-way was dedicated to the City of Grand Island by Little B's Corporation on June 11, 2013 and filed with Hall County Register of Deeds as Instrument No. 201304659.

## **Discussion**

The new property owner is requesting vacation of such right-of-way as development of this area has changed. The additional right-of-way is longer needed to allow for a cul-de-sac radius. A sketch is attached to detail the proposed vacations.

## **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 vacating Montana Avenue and Utility/Drainage easements; west of North Road, South of Nebraska Highway 2 as requested.

## **Sample Motion**

Move to approve the ordinance.



• THIS SPACE RESERVED FOR REGISTER OF DEEDS •

### ORDINANCE NO. 9607

An ordinance to vacate existing right of way and to provide for filing this ordinance in the office of the Register of Deeds of Hall County; and to provide for publication and the effective date of this ordinance.

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

SECTION 1. That existing right of way within Summerfield Estates 5<sup>th</sup> Subdivision, more particularly described as follows:

A TRACT OF LAND CONSISTING OF PART OF LOT 6, BLOCK 1 OF SUMMERFIELD ESTATES 5<sup>TH</sup> SUBDIVISION, LOCATED IN THE WEST HALF OF THE SOUTHWEST QUARTER (W ½, SW ¼) OF SECTION 12, TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE 6<sup>TH</sup> P.M., CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 6, SAID POINT ALSO BEING ON THE NORTH RIGHT-OF-WAY (R.O.W.) LINE OF WARBLER ROAD AND THE POINT OF BEGINNING; THENCE ON AN ASSUMED BEARING OF N89 51'51"W ALONG SAID NORTH R.O.W. LINE A DISTANCE OF 37.08 FEET; THENCE DEPARTING SAID NORTH R.O.W. LINE AROUND A CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 34 27'31", AN ARC LENGTH OF 21.05 FEET, A RADIUS OF 35.00 FEET AND A CHORD BEARING N72 54'24"E FOR A DISTANCE OF 20.73 TO A POINT OF REVERSE CURVATURE; THENCE AROUND A CURVE IN A CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 18 19'43", AN ARC LENGTH OF 19.19 FEET, A RADIUS OF 60.00 FEET AND A CHORD BEARING N64 50'30"E FOR A DISTANCE OF 19.11 FEET TO A POINT ON THE EAST LINE OF SAID LOT 6; THENCE S00 08'09"W ALONG SAID EAST LINE A DISTANCE OF 14.31 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 225.44 SQUARE FEET MORE OR LESS.

AND,

Approved as to Form	▣ _____
October 7, 2016	▣ City Attorney

ORDINANCE NO. 9607 (Cont.)

A TRACT OF LAND CONSISTING OF PART OF LOT 8, BLOCK 2 OF SUMMERFIELD ESTATES 5<sup>TH</sup> SUBDIVISION, LOCATED IN THE WEST HALF OF THE SOUTHWEST QUARTER (W ½, SW ¼) OF SECTION 12, TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE 6<sup>TH</sup> P.M., CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 8, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE ON AN ASSUMED BEARING OF S00 08'09"W ALONG THE EAST LINE OF SAID LOT 8 A DISTANCE OF 30.00 FEET; THENCE AROUND A CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A DELTA ANGLE OF 90 00'00", AN ARC LENGTH OF 47.12 FEET, A RADIUS OF 30.00 FEET AND A CHORD BEARING N44 51'51"W FOR A DISTANCE OF 42.43 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 8, SAID LINE ALSO BEING THE SOUTH RIGHT-OF-WAY (R.O.W.) LINE OF WARBLER ROAD; THENCE S89 51'51"E ALONG SAID SOUTH R.O.W. LINE A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 193.14 SQUARE FEET MORE OR LESS.

SECTION 2. The title to the property vacated by Section 1 of this Ordinance shall revert to the abutting properties.

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

SECTION 4. This ordinance shall be in force and take effect from and after its passage and publication, without the plate, within fifteen days in one issue of the Grand Island Independent as provided by law.

Enacted: October 11, 2016.

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Jeremy L. Jensen, Mayor

Attest:

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RaNae Edwards, City Clerk





# City of Grand Island

Tuesday, October 11, 2016

Council Session

## Item F-2

### **#9608 - Consideration of Amending the Salary Ordinance**

Staff Contact: Aaron Schmid, Human Resources Director

# **Council Agenda Memo**

**From:** Aaron Schmid, Human Resources Director

**Meeting:** October 11, 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 City Of Grand Island (City) maintains a labor agreement with the Fraternal Order of Police (FOP) Lodge No. 24. A proposed new labor agreement effective October 1, 2016 through September 30, 2019 was presented to Council on October 11, 2016. The proposed salary ordinance reflects the changes in the new labor agreement.

The second proposed change is an adjustment to the Building Department Director position. A review of array data indicated a non-comparable result. The adjustment is based on internal equity between job classifications.

## **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 #9608.

**Sample Motion**

Motion to approve Salary Ordinance #9608.

## ORDINANCE NO. 9608

An ordinance to amend Ordinance 9606 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 add the position and salary range of Utility Groundman to the IBEW Utilities labor agreement~~ to amend the salary ranges of the employees covered under the FOP labor agreement; to add longevity pay, shift differential, call-back pay and stand-by pay to employees covered under the FOP labor agreement; to amend the salary range of the non-union position of Building Department Director; and to repeal those portions of Ordinance No. 9606 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	24.3126/35.4090	Exempt
Accounting Technician – Solid Waste	19.5260/24.4854	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	37.7743/54.2593	Exempt
Assistant Utilities Director – Engineering/Business Operations	50.8928/72.7995	Exempt

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

ORDINANCE NO. 9608 (Cont.)

<b>Classification</b>	<b>Hourly Pay Range Min/Max</b>	<b>Overtime Eligibility</b>
Assistant Utilities Director – Production	52.8344/75.1064	Exempt
Assistant Utilities Director – Transmission	52.8344//77.2019	Exempt
Attorney	31.9363/47.4075	Exempt
Biosolids Technician	19.3682/28.7671	40 hrs/week
Building Department Director	<del>34.3474/50.2154</del> <del>37.7821/55.2369</del>	Exempt
CADD Operator	21.1060/30.3529	40 hrs/week
Cemetery Superintendent	24.2651/35.3204	Exempt
City Administrator	69.4139/81.0483	Exempt
City Attorney	46.6266/62.8430	Exempt
City Clerk	31.1918/41.9708	Exempt
Civil Engineer I	30.0101/42.6444	Exempt
Civil Engineer II	34.0560/49.0428	Exempt
Civil Engineering Manager – Utility PCC	42.4840/56.4371	Exempt
Collection System Supervisor	24.4720/35.1373	40 hrs/week
Community Service Officer – Part time	16.0216/21.8416	40 hrs/week
Custodian – Library, Police	14.2258/20.3715	40 hrs/week
Customer Service Representative – Part time	9.8850/13.6081	40 hrs/week
Customer Service Team Leader	19.8856//27.2214	Exempt
Electric Distribution Superintendent	36.9413//51.1559	Exempt
Electric Distribution Supervisor	31.1960//42.9612	40 hrs/week
Electric Underground Superintendent	32.8985//45.5663	Exempt
Electrical Engineer I	28.4483/41.1268	Exempt
Electrical Engineer II	32.9968/47.6559	Exempt
Emergency Management Deputy Director	26.7273/38.8064	Exempt
Emergency Management Director	38.0388/55.2138	Exempt
Engineer I – Public Works	30.9998//44.0430	Exempt
Engineer I – WWTP	30.9998/43.6156	Exempt
Engineering Technician - WWTP	21.0571/29.0698	40 hrs/week
Equipment Operator - Solid Waste	18.2915/26.2408	40 hrs/week
Finance Director	43.2640/65.9135	Exempt
Finance Operations Supervisor	22.8303/31.8219	Exempt
Fire Chief	42.6060/64.1018	Exempt
Fire EMS Division Chief	36.1441/51.3723	Exempt
Fire Operations Division Chief	36.1441/51.3723	Exempt



ORDINANCE NO. 9608 (Cont.)

<b>Classification</b>	<b>Hourly Pay Range Min/Max</b>	<b>Overtime Eligibility</b>
Fire Prevention Division Chief	35.3704/49.2884	Exempt
Fleet Services Shop Foreman	24.0828/35.9580	40 hrs/week
GIS Coordinator - PW	28.2416/41.1809	40 hrs/week
Golf Course Superintendent	24.8718/35.8958	Exempt
Grounds Management Crew Chief – Cemetery	20.9033/30.2816	40 hrs/week
Grounds Management Crew Chief – Parks	22.2415/31.8399	40 hrs/week
Human Resources Director	38.1420/54.6416	Exempt
Human Resources Benefits/Risk Mgmt Coordinator	23.1524/34.2574	40 hrs/week
Human Resources Recruiter	23.1524/34.2574	40 hrs/week
Human Resources Specialist	23.1524/34.2574	40 hrs/week
Information Technology Manager	37.0143/55.8684	Exempt
Legal Secretary	20.6847/27.9549	40 hrs/week
Librarian I	22.8301/27.6438	Exempt
Librarian II	25.4900/31.0018	Exempt
Library Assistant I	13.2925/19.2105	40 hrs/week
Library Assistant II	16.4269/23.2552	40 hrs/week
Library Assistant Director	33.0625/50.6375	Exempt
Library Director	41.1416/61.9101	Exempt
Library Page	9.4500/13.0367	40 hrs/week
Library Secretary	16.3489/22.6524	40 hrs/week
Maintenance Worker – Golf	15.9582/24.9970	40 hrs/week
Meter Reader Supervisor	22.8303/29.4775	Exempt
MPO Program Manager	24.7948/37.2171	Exempt
Office Manager – Police Department	19.3355/27.8150	40 hrs/week
Parks and Recreation Director	41.3888/62.9729	Exempt
Parks Superintendent	30.8275/43.7165	Exempt
Payroll Specialist	19.9220/28.1091	40 hrs/week
Planning Director	39.3374/59.4009	Exempt
Police Captain	36.2358/52.2150	Exempt
Police Chief	44.9146/64.1018	Exempt
Power Plant Maintenance Supervisor	34.5020/46.6150	Exempt
Power Plant Operations Supervisor	36.6273/50.6401	Exempt
Power Plant Superintendent – Burdick	41.4575/57.0760	Exempt
Power Plant Superintendent – PGS	47.7943/65.7695	Exempt
Public Information Officer	27.4354/40.9095	Exempt

ORDINANCE NO. 9608 (Cont.)

<b>Classification</b>	<b>Hourly Pay Range Min/Max</b>	<b>Overtime Eligibility</b>
Public Works Director	44.5283/66.3350	Exempt
Public Works Engineer	32.3635/46.7971	Exempt
Receptionist	15.7641/24.1323	40 hrs/week
Recreation Coordinator	22.8296/32.5196	Exempt
Recreation Superintendent	31.4938/47.9823	Exempt
Regulatory and Environmental Manager	38.1989/48.9803	Exempt
Senior Electrical Engineer	37.4510/52.1496	Exempt
Senior Public Safety Dispatcher	19.3681/25.9995	40 hrs/week
Senior Utility Secretary	18.7632/24.0633	40 hrs/week
Shooting Range Superintendent	27.5615/41.5311	Exempt
Solid Waste Division Clerk - Full Time	19.0241/24.0447	40 hrs/week
Solid Waste Division Clerk - Part Time	16.9388/21.8338	40 hrs/week
Solid Waste Foreman	22.0816/30.8341	40 hrs/week
Solid Waste Superintendent	32.1728/47.4535	Exempt
Street Superintendent	30.5923/44.6933	Exempt
Street Foreman	23.4658/34.1031	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	26.1175/36.7494	40 hrs/week
Victim Assistance Unit Coordinator	15.9750/23.3035	40 hrs/week
Victim/Witness Advocate	14.6433/21.3609	40 hrs/week
Wastewater Plant Chief Operator	23.4439/32.8585	40 hrs/week
Wastewater Plant Engineer	33.6168/49.7621	Exempt
Wastewater Plant Operations Engineer	32.4735/47.8596	Exempt
Wastewater Plant Maintenance Supervisor	24.9808/35.3205	40 hrs/week
Wastewater Plant Regulatory Compliance Manager	32.4759/38.7699	Exempt
Water Superintendent	31.0260/45.3774	Exempt
Water Supervisor	24.5083/35.6579	40 hrs/week
Worker / Seasonal	9.0000/20.0000	Exempt
Worker / Seasonal	9.0000/20.0000	40 hrs/week
Worker / Temporary	9.0000/20.0000	40 hrs/week
Worker / Parks & Recreation Part time	9.0000/20.0000	40 hrs/week

ORDINANCE NO. 9608 (Cont.)

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

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

<b>Classification</b>	<b>Hourly Pay Range Min/Max</b>	<b>Overtime Eligibility</b>
Equipment Operator – Streets	19.2927/28.5794	40 hrs/week
Fleet Services Mechanic	21.5575/31.9391	40 hrs/week
Horticulturist	22.0953/32.7942	40 hrs/week
Maintenance Worker – Cemetery	18.2409/27.0444	40 hrs/week
Maintenance Worker – Parks	17.9931/26.6925	40 hrs/week
Maintenance Worker – Streets	17.9849/26.6613	40 hrs/week
Senior Equipment Operator – Streets	20.7054/30.7097	40 hrs/week
Senior Maintenance Worker – Streets	20.5626/30.4979	40 hrs/week
Traffic Signal Technician	20.4204/30.2871	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. 9608 (Cont.)

<b>Classification</b>	<b>Hourly Pay Range Min/Max</b>	<b>Overtime Eligibility</b>
Accounting Clerk	17.1747/22.7274	40 hrs/week
Cashier	16.1078/21.9496	40 hrs/week
Custodian	17.3168/20.4487	40 hrs/week
Electric Distribution Crew Chief	33.1338/42.1399	40 hrs/week
Electric Underground Crew Chief	33.1338/42.1399	40 hrs/week
Engineering Technician I	20.2823/29.0202	40 hrs/week
Engineering Technician II	25.0730/34.3783	40 hrs/week
Instrument Technician	30.7736/40.6546	40 hrs/week
Lineworker Apprentice	22.3011/32.7003	40 hrs/week
Lineworker First Class	32.5714/38.5227	40 hrs/week
Materials Handler	24.0652/32.2588	40 hrs/week
Meter Reader	18.6488/24.3187	40 hrs/week
Meter Technician	25.1338/31.0630	40 hrs/week
Payroll Clerk	17.1747/22.7274	40 hrs/week
Power Dispatcher I	29.1939/40.5910	40 hrs/week
Power Dispatcher II	30.6628/42.6266	40 hrs/week
Power Plant Maintenance Mechanic	29.7946/37.0998	40 hrs/week
Power Plant Operator	32.6470/38.0280	40 hrs/week
Senior Accounting Clerk	19.1655/25.1053	40 hrs/week
Senior Engineering Technician	32.6595/39.9680	40 hrs/week
Senior Materials Handler	29.1633/38.0396	40 hrs/week
Senior Meter Reader	22.0869/26.2145	40 hrs/week
Senior Power Dispatcher	36.5342/50.1352	40 hrs/week
Senior Power Plant Operator	35.7892/45.8804	40 hrs/week
Senior Substation Technician	39.6994/41.1455	40 hrs/week
Senior Water Maintenance Worker	24.3938/32.1211	40 hrs/week
Substation Technician	36.7512/38.2101	40 hrs/week
Systems Technician	32.3881/41.1455	40 hrs/week
Tree Trim Crew Chief	29.8621/37.0845	40 hrs/week
Utility Electrician	28.6586/37.6629	40 hrs/week
Utility Groundman	20.0000/28.0000	40 hrs/week
Utility Technician	27.7195/38.9914	40 hrs/week
Utility Warehouse Clerk	21.5966/26.6451	40 hrs/week
Water Maintenance Worker	19.9348/27.5678	40 hrs/week
Wireworker I	23.48 81/33.2122	40 hrs/week

ORDINANCE NO. 9608 (Cont.)

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Wireworker II	32.5714/38.5227	40 hrs/week

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

Classification	Hourly Pay Range Min/Max	
Police Officer	<del>20.3647/31.1988</del> <u>20.9247/31.1988</u> 2.0568	
Police Sergeant	<del>25.4884/38.2746</del> <u>26.1893/38.2746</u> 9.3272	

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

ORDINANCE NO. 9608 (Cont.)

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

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

<b>Classification</b>	<b>Hourly Pay Range Min/Max</b>	<b>Overtime Eligibility</b>
Fire Captain	19.9429/27.6524	212 hrs/28 days
Firefighter / EMT	15.1020/21.9163	212 hrs/28 days
Firefighter / Paramedic	17.0188/24.0361	212 hrs/28 days
Life Safety Inspector	22.9354/32.5426	40 hrs/week
Shift Commander	24.3197/31.8276	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

ORDINANCE NO. 9608 (Cont.)

an entire 24 hour shift, the employee will receive an additional fifty cents (\$.50) per hour.

SECTION 6. The currently occupied classifications of the employees of the City of Grand Island included under the IBEW-WWTP labor agreement, and the ranges of compensation salary and wages, excluding shift differential as provided by contract, to be paid for such classifications, and the number of hours and work period which certain such employees 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	17.4298/24.5254	40 hrs/week
Equipment Operator – WWTP	18.0428/25.3881	40 hrs/week
Maintenance Mechanic I	18.4488/25.9593	40 hrs/week
Maintenance Mechanic II	21.1658/29.7825	40 hrs/week
Maintenance Worker – WWTP	18.9035/26.5992	40 hrs/week
Wastewater Clerk	14.8892/20.9503	40 hrs/week
Wastewater Plant Laboratory Technician	19.8728/27.9629	40 hrs/week
Wastewater Plant Operator I	17.6136/24.7844	40 hrs/week
Wastewater Plant Operator II	19.6465/27.6448	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

ORDINANCE NO. 9608 (Cont.)

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	18.4474/24.6252	40 hrs/week
Accounts Payable Clerk	17.1226/24.7731	40 hrs/week
Administrative Assistant	18.9977/27.2480	40 hrs/week
Administrative Assistant - Parks	18.7801/26.6898	40 hrs/week
Audio Video Technician	18.9071/26.6730	40 hrs/week
Building Inspector	21.7593/30.8738	40 hrs/week
Community Development Administrator	20.6968/29.7579	40 hrs/week
Community Development Specialist	18.9977/27.2480	40 hrs/week
Computer Operator	22.7520/29.9089	40 hrs/week
Community Service Officer	16.0216/21.8416	40 hrs/week
Computer Programmer	23.6772/34.6995	40 hrs/week
Computer Technician	23.4344/30.8067	40 hrs/week
Crime Analyst	20.7194/29.4144	40 hrs/week
Electrical Inspector	21.7593/30.8738	40 hrs/week
Emergency Management Coordinator	18.7801/26.6898	40 hrs/week
Engineering Technician – Public Works	21.2585/29.9816	40 hrs/week
Evidence Technician	16.5199/24.1747	40 hrs/week
Finance Secretary	16.8826/23.9929	40 hrs/week
GIS Coordinator	26.5496/37.2543	40 hrs/week
Maintenance Worker I – Building, Library	16.4879/22.3139	40 hrs/week
Maintenance Worker II – Building, Police	17.3754/23.5542	40 hrs/week
Planning Technician	23.2256/32.6774	40 hrs/week
Plans Examiner	22.5088/31.9374	40 hrs/week
Plumbing Inspector	21.7593/30.8738	40 hrs/week
Police Records Clerk – Full Time	15.1442/21.0800	40 hrs/week
Public Safety Dispatcher	16.5289/24.1441	40 hrs/week
Shooting Range Operator	22.8260/30.9411	40 hrs/week
Stormwater Program Manager	21.5743/30.4270	40 hrs/week
Utility Secretary	16.8826/23.9929	40 hrs/week



ORDINANCE NO. 9608 (Cont.)

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

Effective the first full pay period in January 2017, all employees covered under the FOP labor agreement and are regularly assigned to a shift whose majority of hours occur between 1800 hours and 0600 hours, shall be paid an additional thirty-five cents (\$0.35) per hour.

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 at the rate of Three Hundred Twenty-five dollars (\$325.00) ~~per pay~~

ORDINANCE NO. 9608 (Cont.)

~~period~~semi-annually. If any such employee covered by the FOP labor agreements shall resign, or his or her employment be terminated for any reason whatsoever, the clothing allowance shall be paid on a prorata basis, but no allowance shall be made for a fraction of a month. New employees covered by the IBEW – Utilities labor agreement who are required to wear full fire retardant (FR) clothing will be eligible for a one-time reimbursement up to \$1,200 to purchase or rent required uniforms. All other employees required to wear full FR clothing will be eligible for reimbursement up to \$600 annually. The non-union position of Meter Reader Supervisor who are required to wear full fire retardant clothing will be eligible for an annual stipend of \$600 to purchase or rent required uniforms. Those employees who are required to wear partial fire retardant clothing will be eligible for an annual stipend of \$350. Employees will be reimbursed for said purchases with a receipt showing proof of purchase. 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 non-union 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

ORDINANCE NO. 9608 (Cont.)

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

Employees covered by the FOP labor agreement who are directed to be on stand-by duty by the Chief of Police or Police Captain shall receive one (1) hour of straight time pay for each eight (8) hours of standby duty or fraction thereof, that occurs between regularly assigned duty shifts. In the event that an employee covered by the FOP labor agreement is called in to work while off duty, the employee shall be paid for a minimum of two (2) hours at one and one-half (1.5) the regular rate of pay and for any additional time worked thereafter.

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

ORDINANCE NO. 9608 (Cont.)

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

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

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

ORDINANCE NO. 9608 (Cont.)

Employees covered by the IBEW Service/Clerical, IBEW Finance, and IBEW Wastewater Treatment Plant labor agreements shall have a contribution to a VEBA made on their behalf in lieu of payment for twenty-five percent (25%) of their accumulated medical leave at the time of retirement or death, based on the employee's salary at the time of retirement not to exceed 334.75 hours (calculated at  $25\% \times 1,339 \text{ hours} = 334.75 \text{ hours}$ .) Non-union employees shall have a contribution to a VEBA made on their behalf in lieu of payment for fifty percent (50%) of their accumulated medical leave at the time of their retirement, not to exceed five hundred forty-two hours (calculated at  $50\% \times 1,084 = 542$ ). The amount of contribution will be based upon the employee's salary at the time of retirement. Employees hired before October 1, 2014 covered by the AFSCME labor agreement shall be paid thirty-five (35%) of their accumulated medical leave bank at the time of their retirement, based on the employee's salary at the time of retirement not to exceed four hundred sixty-eight and sixty-five hundredths hours (calculated at  $35\% \times 1339 \text{ hours} = 468.65 \text{ hours}$ ). Employees hired on or after October 1, 2014, covered by the AFSCME labor agreement will not receive compensation at retirement for unused medical leave. Employees covered under the FOP labor agreement shall be paid thirty-seven and one-half percent (37.5%) of their accumulated medical leave bank at the time of their retirement, not to exceed four hundred eighty hours (calculated at  $37.5\% \times 1,280 \text{ hours} = 480 \text{ hrs.}$ ), based on the employee's salary at the time of retirement. If death occurs while in the line of duty, employees covered under the FOP labor agreement shall be paid fifty-one hundred percent (~~50~~100%) of their accumulated

ORDINANCE NO. 9608 (Cont.)

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

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

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

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

SECTION 11. Effective the first full pay period in October 2016, an employee who is represented by the FOP labor agreement, shall annually receive longevity pay based upon the total length of service with the City. Such pay shall be effective beginning with the first full

ORDINANCE NO. 9608 (Cont.)

pay period following completion of the specified years of service. Payment shall be made on a prorated basis on each regular pay day. The following rate schedule shall apply: ten years (beginning 11<sup>th</sup> year) - \$ 645.50; fifteen years (beginning 16<sup>th</sup> year) - \$ 830.50; 20 years (beginning 21<sup>st</sup> year) - \$1,032.50; twenty-five years (beginning 26<sup>th</sup> year) - \$1,247.50.

SECTION 12. 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~~13. 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 retroactive to~~ October 3, 2016.

SECTION ~~13~~14. Those portions of Ordinance No. 9606 and all other parts of ordinances in conflict herewith be, and the same are, hereby repealed.

Enacted: \_\_\_\_\_

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

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



# **City of Grand Island**

**Tuesday, October 11, 2016**

**Council Session**

## **Item G-1**

### **Approving Minutes of September 27, 2016 City Council Regular Meeting**

**Staff Contact: RaNae Edwards**



CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING

September 27, 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 September 27, 2016. Notice of the meeting was given in *The Grand Island Independent* on September 21, 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, Jeremy Jones, Chuck Haase, Linna Dee Donaldson, Michelle Fitzke, Vaughn Minton, Roger Steele, and Mike Paulick. Councilmember Julie Hehnke was absent. The following City Officials were present: City Clerk RaNae Edwards, Finance Director Renae Griffiths, City Attorney Jerry Janulewicz, and Public Works Director John Collins. City Administrator Marlan Ferguson was absent.

Mayor Jensen introduced Community Youth Council member Olivia Kalvoda and board member Lauren Cantrell.

INVOCATION was given by Steve Johnson, New Life Community Church, 301 West 2<sup>nd</sup> Street followed by the PLEDGE OF ALLEGIANCE.

Mayor Jensen presented a certificate of appreciation to Tracy Overstreet and thanked her for her 25 years of service with the Grand Island Independent in covering government news. Ms. Overstreet stated she was leaving the Independent to come work for the City of Grand Island Regional Planning Department.

PUBLIC HEARINGS:

Public Hearing on Request from Franco Entertainment, LLC dba The Brick House, 115-117 West 3rd Street for a Class "I" Liquor License. City Clerk RaNae Edwards reported that an application for a Class "I" Liquor License had been received from Franco Entertainment, LLC dba The Brick House, 115-117 West 3<sup>rd</sup> Street. Ms. Edwards presented the following exhibits for the record: application submitted to the Liquor Control Commission and received by the City on August 31, 2016; notice to the general public of date, time, and place of hearing published on September 17, 2016; notice to the applicant of date, time, and place of hearing mailed on August 31, 2016; along with Chapter 4 of the City Code. Staff recommended approval contingent upon final inspections. Building Department Director Craig Lewis commented on the inspections and recommended support with the condition that the kitchen remodel take place within 6 months. Mark Porto, 308 North Locust Street #501, attorney for the applicant spoke in support. No further public testimony was heard.

Public Hearing on Request from Simbert, LLC dba Peacock Lounge, 2430 Broadwell Avenue for a Class "C" Liquor License. City Clerk RaNae Edwards reported that an application for a Class "C" Liquor License had been received from Simbert, LLC dba Peacock Lounge, 2430 Broadwell Avenue. Ms. Edwards presented the following exhibits for the record: application submitted to the Liquor Control Commission and received by the City on September 1, 2016;

notice to the general public of date, time, and place of hearing published on September 17, 2016; notice to the applicant of date, time, and place of hearing mailed on September 1, 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. Mitchell Stehlik, 724 West Koenig Street, attorney for the applicant spoke in support. No further public testimony was heard.

Public Hearing on Request from YZ GYZS, LLC dba The Filling Station, 217 E. Stolley Park Road, Suite N for a Catering Designation to Class "C-113025" Liquor License. City Clerk RaNae Edwards reported that an application for a catering designation to Class "C-113025" Liquor License had been received from YZ GYZ, LLC dba The Filling Station, 217 E. Stolley Park Road, Suite N. Ms. Edwards presented the following exhibits for the record: application submitted to the Liquor Control Commission and received by the City on September 1, 2016; notice to the general public of date, time, and place of hearing published on September 17, 2016; notice to the applicant of date, time, and place of hearing mailed on September 1, 2016; along with Chapter 4 of the City Code. Staff recommended approval. James Rayburn, Gibbon, Nebraska, part-owner spoke in support. No further public testimony was heard.

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

Approving Minutes of September 13, 2016 City Council Regular Meeting.

Approving Minutes for September 20, 2016 City Council Study Session.

Approving Re-appointments of Gail Yenny, Ray O'Connor, and Tom O'Neill and Appointment of Mike Schuster to the Citizens Advisory Review Committee Board.

Approving Garbage Permits for Heartland Disposal and Mid-Nebraska Disposal, Inc. and Refuse Permits for Full Circle Rolloffs and O'Neill Transportation and Equipment LLC.

#2016-224 - Approving Request from Simbert, LLC dba Peacock Lounge, 2430 Broadwell Avenue for a Class "C" Liquor License and Liquor Manager Designation for Guadalupe Valderaz, 240 North Waldo Avenue.

#2016-225 - Approving Request from YZ GYZ, LLC dba The Filling Station, 217 E. Stolley Park Road, Suite N for a Catering Designation to Class "C-113025" Liquor License.

#2016-226 - Approving Final Plat and Subdivision Agreement for Caldwell Subdivision. It was noted that Ken Caldwell, owner, had submitted the Final Plat and Subdivision Agreement for Caldwell Subdivision located south of Seedling Mike Road and east of Shady Bend Road for the purpose of creating 2 lots consisting of .160 acres.

#2016-227 - Approving Certificate of Final Completion for Faidley Avenue Paving Improvements; Project No. 2014-P-1 & Water Improvements; Project No. 2014-W-14 with The Diamond Engineering Company of Grand Island, Nebraska.

#2016-228 - Approving Certificate of Final Completion for South Blaine Street Bridge Replacements; Project No. 2014-B-1 with The Diamond Engineering Company of Grand Island, Nebraska.

#2016-229 - Approving Continuation of Sanitary Sewer District No. 539; North Webb Road and 13th Street.

#2016-230 - Approving Promissory Note for Hall County Sanitary Sewer Improvement District No. 2; Sanitary Sewer Improvements – 2014.

#2016-231 - Approving HDR Engineering, Inc. of Omaha, Nebraska as the Sole Source to Provide the PGS 2016 CCR Program Documentation and Sampling Requirement.

#2016-232 - Approving the Certificate of Final Completion for Water Main Project 2016-W-3 at 13th & Beal Streets with The Diamond Engineering Company of Grand Island, Nebraska.

#2016-233 - Approving the Certificate of Final Completion for Water Main Project 2015-W-10 - Gulf Stream Drive and Citation Way with The Diamond Engineering Company of Grand Island, Nebraska.

#2016-234 - Approving Employee Assistance Program Renewal with Family Resources of Greater Nebraska PC of Grand Island, Nebraska in an Amount of \$9,000.00.

#2016-235 - Approving Amendment to IBEW Labor Contract.

#2016-236 - Approving Annual Payment for Utility Billing Software Support with N. Harris Computer Corporation dba Advanced Utility Systems in an Amount of \$58,198.22 for October 1, 2016 to September 30, 2017 and \$11,450.25 for October 1, 2016 to September 30, 2017 for Infinity Link support.

#2016-237 - Approving Pole Attachment License Agreement with Mobilitie, LLC.

#2016-238 – Approving MOU with Central Nebraska Humane Society for Extension of Contract.

#### ORDINANCES:

#9600 - Consideration of Annexation of Property Proposed for Platting as Caldwell Subdivision an Addition to the City of Grand Island located at the South East Corner of Shady Bend Road and Seedling Mile Road (Final Reading). Regional Planning Director Chad Nabity stated this was the third and final reading for and Annexation of property in Caldwell Subdivision.

Motion by Paulick, second by Stelk to approve Ordinance #9600 on final reading. Upon roll call vote, all voted aye. Motion adopted.

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

#9605 - Consideration of Vacation of Sanitary Sewer Easement in Miracle Valley Second Subdivision (Joseph M & Lori J Brown – 2807 N Engleman Road & Randall J & Brenda S Skarka – 2819 N Engleman Road)

#9606 - Consideration of Approving Salary Ordinance

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.

#9605 - Consideration of Vacation of Sanitary Sewer Easement in Miracle Valley Second Subdivision (Joseph M & Lori J Brown – 2807 N Engleman Road & Randall J & Brenda S Skarka – 2819 N Engleman Road)

Public Works Director John Collins reported that the property owners, Joseph M & Lori J Brown, were requesting to vacate the dedicated sanitary sewer easement within Miracle Valley Second Subdivision. There were no utilities currently within the easement that will be affected by the vacation and the easement was no longer needed.

Motion by Minton, second by Jones to approve Ordinance #9605.

City Clerk: Ordinance #9605 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 #9605 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 #9605 is declared to be lawfully adopted upon publication as required by law.

#9606 - Consideration of Approving Salary Ordinance

Human Resources Director Aaron Schmid reported that an amendment to the labor agreement for the International Brotherhood of Electrical Workers (IBEW) Local 1597 (Utilities Department) would create the position of Utilities Groundman.

Motion by Paulick, second by Minton to approve Ordinance #9606.

City Clerk: Ordinance #9606 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 #9606 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 #9606 is declared to be lawfully adopted upon publication as required by law.

RESOLUTIONS:

#2016-239 - Consideration of Request from Franco Entertainment, 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 was related to the aforementioned Public Hearing.

Motion by Nickerson, second by Haase to approve Resolution #2016-239 contingent upon kitchen plans and contingencies be completed in 6 months. Upon roll call vote, all voted aye. Motion adopted.

#2016-240 - Consideration of Approving Agreement with the Clean Community Systems. City Attorney Jerry Janulewicz reported that as part of the FY 2016-2017 annual budget an appropriation of \$25,000.00 to Grand Island Area Clean Community System was made. Executive Director Denise McGovern-Gallagher gave a PowerPoint presentation of the Grand Island Area Clean Community System. Council thanked the Clean Community System for all of their work.

Motion by Haase, second by Paulick to approve Resolution #2016-240. Upon roll call vote, all voted aye. Motion adopted.

PAYMENT OF CLAIMS:

Motion by Donaldson, second by Fitzke to approve the Claims for the period of September 14, 2016 through September 27, 2016 for a total amount of \$4,721,066.70. Unanimously approved.

ADJOURNMENT: The meeting was adjourned at 7:52 p.m.

RaNae Edwards  
City Clerk



# City of Grand Island

Tuesday, October 11, 2016

Council Session

## Item G-2

**#2016-241 - Approving City Council Meeting Schedule for 2017**

Staff Contact: RaNae Edwards

# **Council Agenda Memo**

**From:** RaNae Edwards, City Clerk  
**Meeting:** October 11, 2016  
**Subject:** City Council Meeting Schedule for 2017  
**Presenter(s):** RaNae Edwards, City Clerk

## **Background**

Grand Island City Code Chapter 2 specifies that Regular Meetings of the City Council shall be held in the Council Chambers of City Hall on the second and fourth Tuesdays of each month beginning at 7:00 p.m. City Council approved Ordinance No. 9009 on September 27, 2005 amending Chapter 2 of the Grand Island City Code allowing Study Sessions to be held at the discretion of the City Council.

## **Discussion**

The City Clerk has prepared the proposed 2017 meeting schedule. This provides for the first City Council meeting to be a Regular Meeting on Tuesday, January 10, 2017. See attached proposed meeting dates.

## **Alternatives**

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

1. Move to approve the 2017 meeting schedule as presented
2. Refer the issue to a Committee
3. Modify the 2017 meeting schedule to meet the wishes of the Council

## **Recommendation**

City Administration recommends that the Council approve the proposed 2017 City Council meeting schedule.

## **Sample Motion**

Move to approve the 2017 City Council meeting schedule as proposed.

## **PROPOSED**

**2017**

### **CITY COUNCIL MEETING DATES**

Tuesday, January 10, 2017

Tuesday, January 24, 2017

Tuesday, February 14, 2017

Tuesday, February 28, 2017

Tuesday, March 14, 2017

Tuesday, March 28, 2017

Tuesday, April 11, 2017

Tuesday, April 25, 2017

Tuesday, May 9, 2017

Tuesday, May 23, 2017

Tuesday, June 13, 2017

Tuesday, June 27, 2017

Tuesday, July 11, 2017

Tuesday, July 25, 2017

Tuesday, August 8, 2017

Tuesday, August 22, 2017

Tuesday, September 12, 2017

Tuesday, September 26, 2017

Tuesday, October 10, 2017

Tuesday, October 24, 2017

Tuesday, November 14, 2017

Tuesday, November 28, 2017

Tuesday, December 12, 2017

Tuesday, December 26, 2017



## RESOLUTION 2016-241

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA that the City Council of the City of Grand Island, Nebraska will meet in the Council Chambers, 100 East First Street at 7:00 p.m. on the below-mentioned dates:

### **2017 City Council Meetings:**

Tuesday, January 10, 2017  
Tuesday, January 24, 2017  
Tuesday, February 14, 2017  
Tuesday, February 28, 2017  
Tuesday, March 14, 2017  
Tuesday, March 28, 2017  
Tuesday, April 11, 2017  
Tuesday, April 25, 2017  
Tuesday, May 9, 2017  
Tuesday, May 23, 2017  
Tuesday, June 13, 2017  
Tuesday, June 27, 2017

Tuesday, July 11, 2017  
Tuesday, July 25, 2017  
Tuesday, August 8, 2017  
Tuesday, August 22, 2017  
Tuesday, September 12, 2017  
Tuesday, September 26, 2017  
Tuesday, October 10, 2017  
Tuesday, October 24, 2017  
Tuesday, November 14, 2017  
Tuesday, November 28, 2017  
Tuesday, December 12, 2017  
Tuesday, December 26, 2017

- - -

Adopted by the City Council of the City of Grand Island, Nebraska on October 11, 2016.

—

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

Attest:

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

Approved as to Form	☐ _____
October 7, 2016	☐ City Attorney



# City of Grand Island

Tuesday, October 11, 2016

Council Session

## Item G-3

**#2016-242 - Approving Final Plat and Subdivision Agreement for  
Conestoga Mall Eighth Subdivision**

Staff Contact: Chad Nabity

# **Council Agenda Memo**

**From:** Regional Planning Commission

**Meeting:** Oct. 11, 2016

**Subject:** Conestoga Mall Eighth Subdivision –Final Plat

**Presenter(s):** Chad Nabity

## **Background**

This property is located east of Highway 281 and south of State Street, in the City of Grand Island, in Hall County, Nebraska. It has 5 lots and 52.741 acres.

## **Discussion**

The final plat for Conestoga Mall Eighth Subdivision was considered by the Regional Planning Commission at the Oct. 5, 2016 meeting.

A motion was made by Carla Maurer and seconded by Derek Apfel to **approve** and recommend that City Council **approve** the final plat of Conestoga Mall Eighth Subdivision.

A roll call vote was taken and the motion passed with 7 members present (Apfel, Ruge, Maurer, Robb, Monter, Sears and Kjar) voting in favor and no members present abstaining.

## **Alternatives**

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

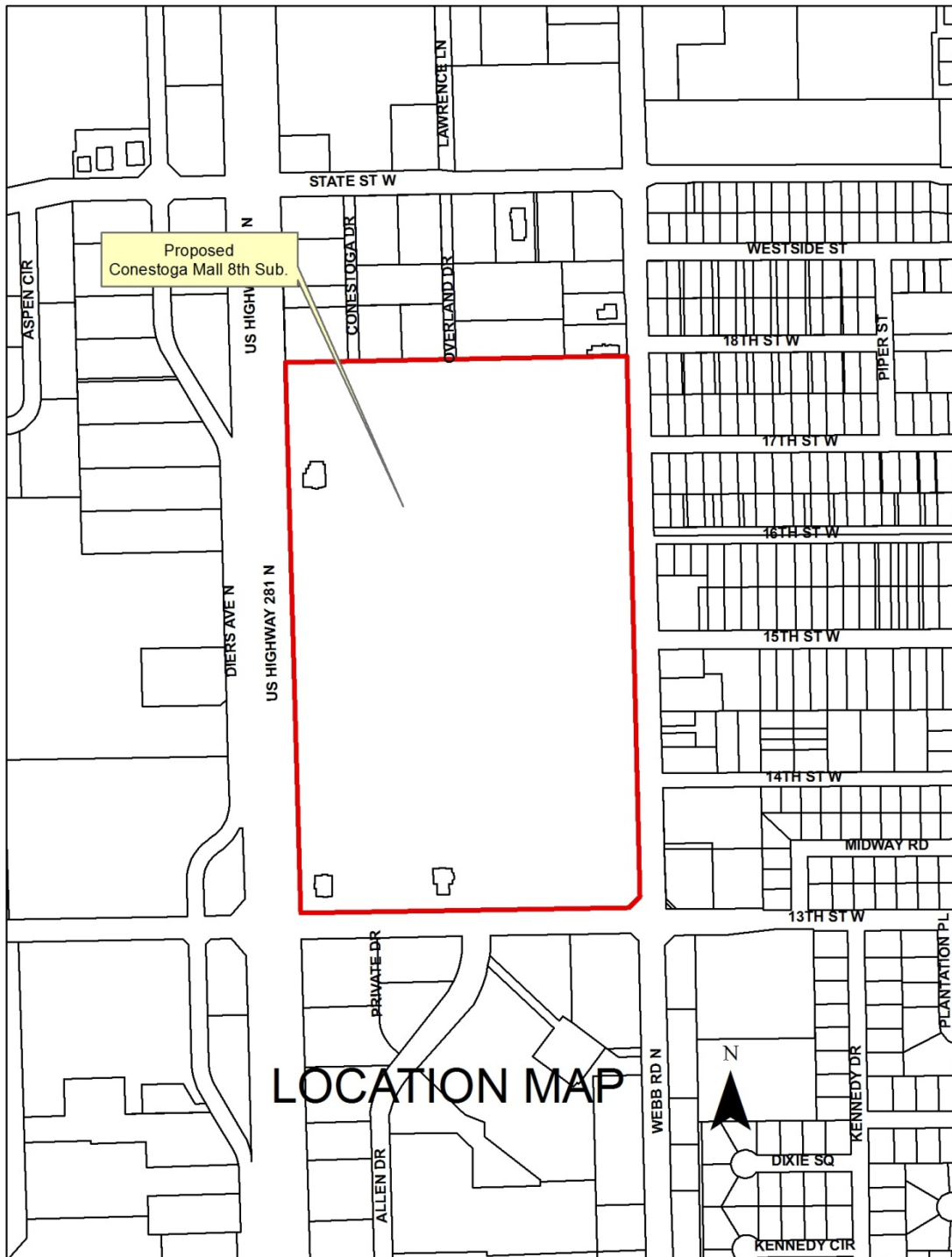
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

### **Recommendation**

City Administration recommends that the Council approve the final plat as presented.

### **Sample Motion**

Move to approve as recommended.



**Conestoga Mall 2002 LLC**  
**Developer/Owner**

Conestoga Mall 2002 LLC  
J Herzog & Sons. Inc  
3404 W. 13<sup>th</sup> St.  
Grand Island NE 68803

To create 5 lots located north 13<sup>th</sup> Street and east of Highway 281, in the City of Grand Island, in Hall County, Nebraska.

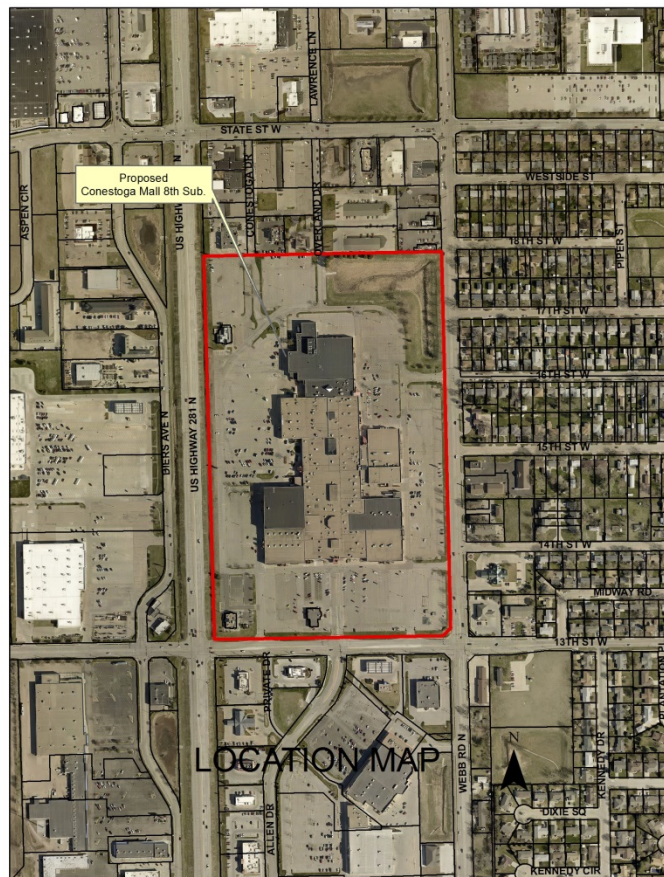
**Size:** 52.741 acres

**Zoning:** CD – Commercial Development Zone

**Road Access:** City roads are available

**Water Public:** City water is available

**Sewer Public:** City sewer is available.



RESOLUTION 2016 - 242

WHEREAS Conestoga Mall 2002 L.L.C., A Colorado Limited Liability Company, being the owners of the land described hereon, have caused same to be surveyed, subdivided, platted and designated as "CONESTOGA MALL EIGHTH SUBDIVISION", to be laid out into 5 Lots, on a Tract of Land comprised of all of Lot One (1) of Conestoga Mall Seventh Subdivision, in the City of Grand Island, Hall County, Nebraska, and has caused a plat thereof to be acknowledged by it; and

WHEREAS, a copy of the plat of such subdivision has been presented to the Boards of Education of the various school districts in Grand Island, Hall County, Nebraska, as required by Section 19-923, R.R.S. 1943; and

WHEREAS, a form of subdivision agreement has been agreed to between the owner of the property and the City of Grand Island.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the form of subdivision agreement hereinbefore described is hereby approved, and the Mayor is hereby authorized to execute such agreement on behalf of the City of Grand Island.

BE IT FURTHER RESOLVED that the final plat of CONESTOGA MALL EIGHTH SUBDIVISION, as made out, acknowledged, and certified, is hereby approved by the City Council of the City of Grand Island, Nebraska, and the Mayor is hereby authorized to execute the approval and acceptance of such plat by the City of Grand Island, Nebraska.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 11, 2016.

\_\_\_\_\_  
Jeremy Jensen, Mayor

Attest:

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

Approved as to Form	☐ _____
October 7, 2016	☐ City Attorney

# CONESTOGA MALL EIGHTH SUBDIVISION

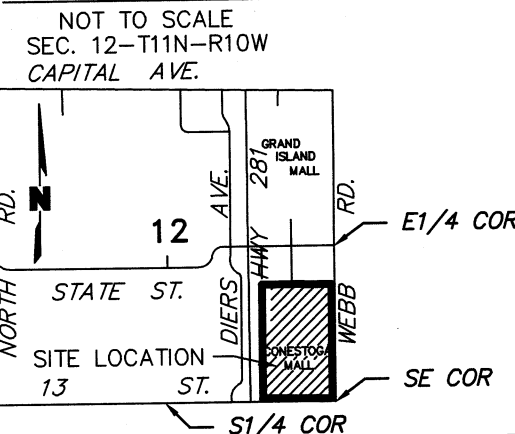
CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA

## FINAL PLAT

### LEGEND

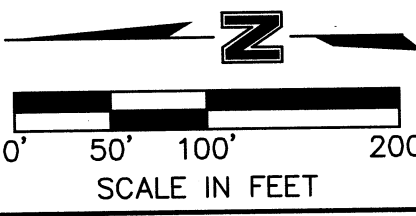
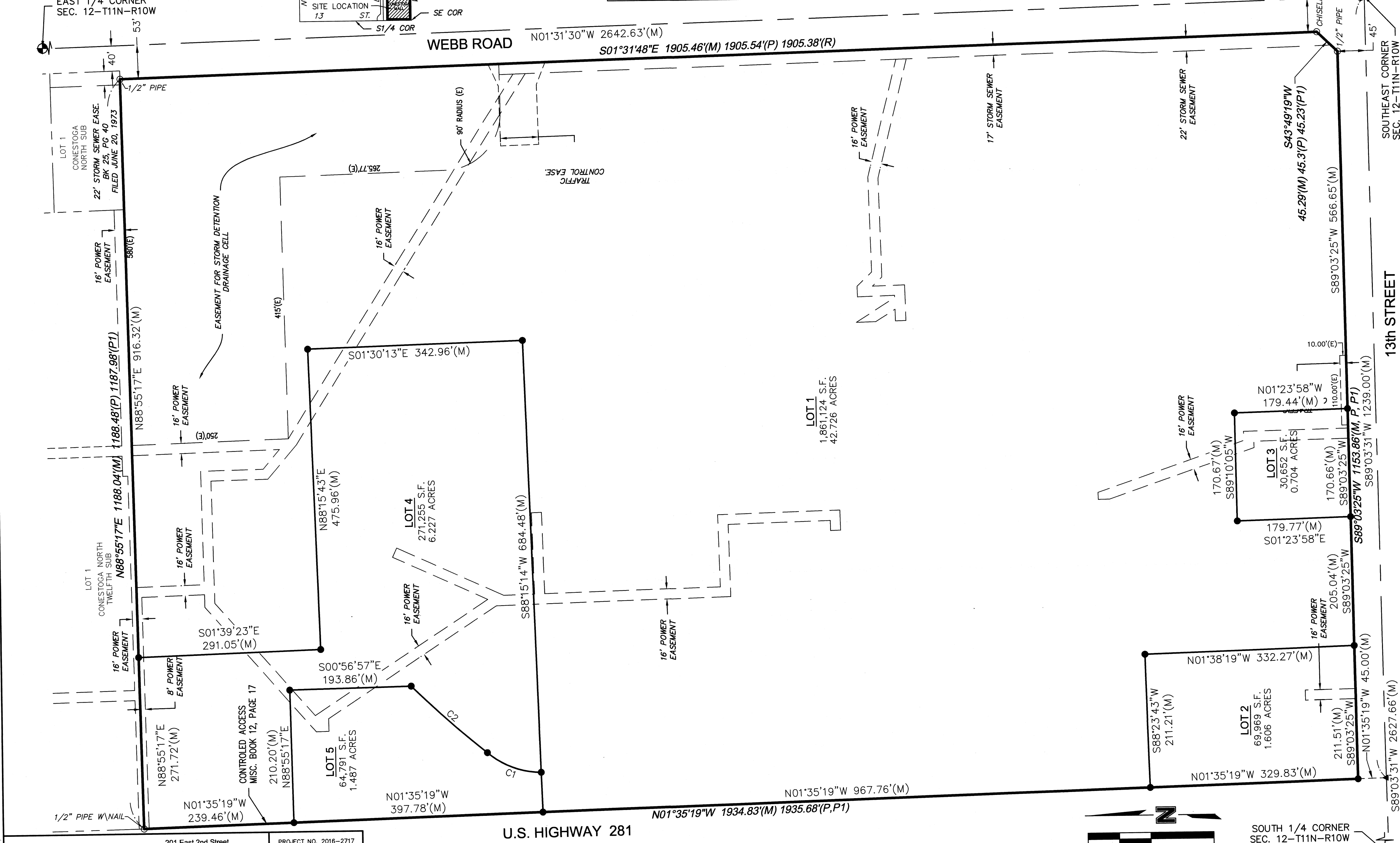
- SECTION CORNER
- FOUND CORNER (AS NOTED)
- SET CORNER
- PROPOSED PROPERTY LINE
- BOUNDARY LINE
- PROPERTY LINE
- EASEMENT LINE
- SECTION LINE
- MEASURED DISTANCE
- CONESTOGA MALL 2ND SUB
- CONESTOGA MALL 7TH SUB

### LOCATION MAP



### CURVE TABLE

CURVE ID	RADIUS (FT)	DELTA	LENGTH (FT)	CHORD BEARING	CHORD LENGTH (FT)
C1	133.80	039.6602	92.62	N20°47'36.37"E	90.78
C2	1538.35	006.0202	161.64	N41°31'33.30"E	161.56



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

PROJECT NO. 2016-2717  
J HERZOG & SONS  
CONESTOGA MALL  
FB

SHEET 1 OF 2





# City of Grand Island

Tuesday, October 11, 2016

Council Session

## Item G-4

**#2016-243 - Approving Final Plat and Subdivision Agreement for Sterling Estates Seventh Subdivision**

Staff Contact: Chad Nabity

# **Council Agenda Memo**

**From:** Regional Planning Commission

**Meeting:** October 11, 2016

**Subject:** Sterling Estates Seventh Subdivision –Final Plat

**Presenter(s):** Chad Nabity

## **Background**

This property is located north of State Street and east of North Road in the City of Grand Island, in Hall County, Nebraska. It has 18 lots on 9.59 acres.

## **Discussion**

The final plat for Sterling Estates Seventh Subdivision was considered by the Regional Planning Commission at the Oct. 5, 2016 meeting.

A motion was made by Les Ruge and seconded by Dean Sears to **approve** and recommend that City Council **approve** the final plat of Sterling Estates Seventh Subdivision.

A roll call vote was taken and the motion passed with 7 members present (Apfel, Ruge, Maurer, Robb, Monter, Sears and Kjar) voting in favor and no members present abstaining.

## **Alternatives**

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

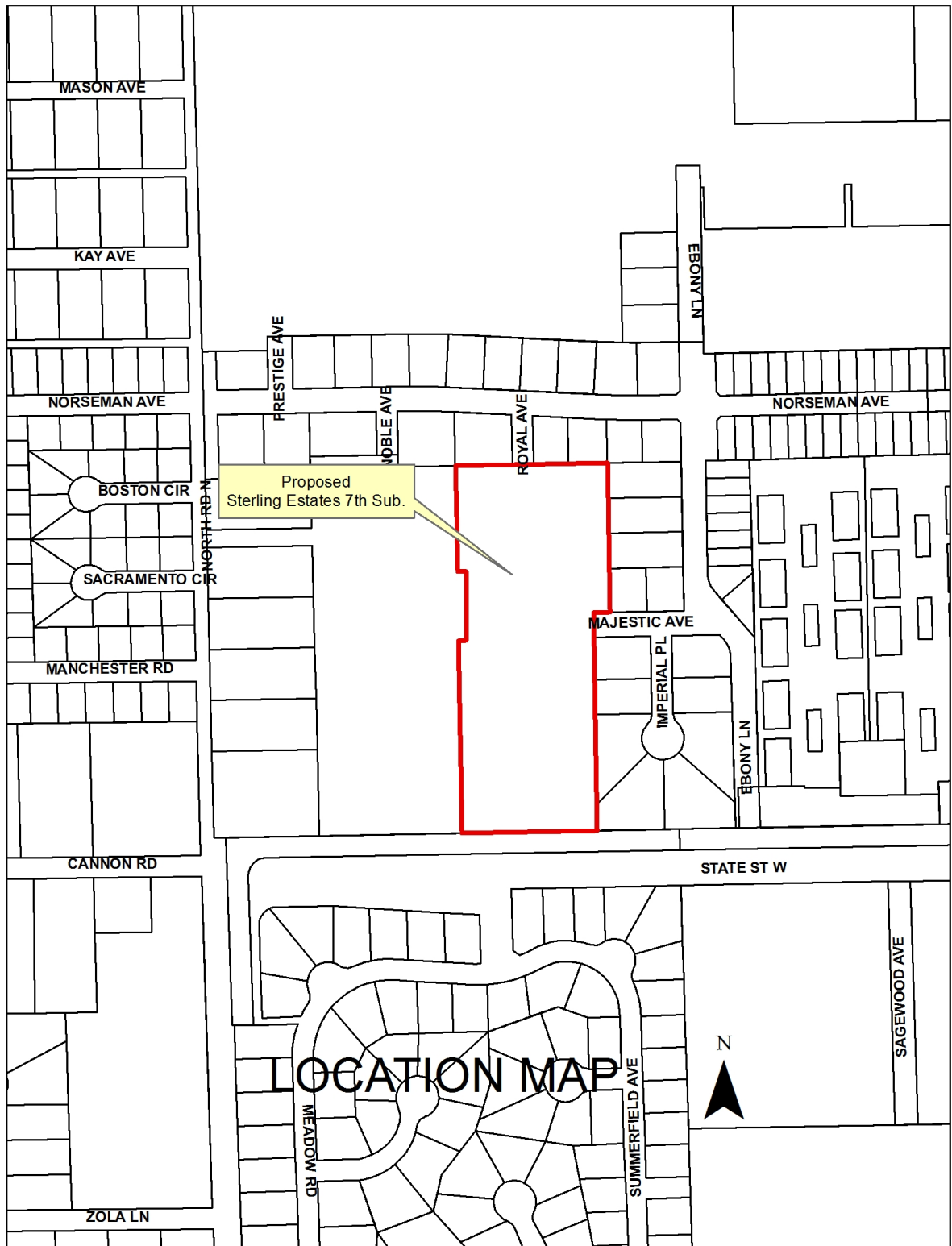
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

### **Recommendation**

City Administration recommends that the Council approve the final plat as presented.

### **Sample Motion**

Move to approve as recommended.



**Niedfelt Property Management Preferred LLC  
Developer/Owner**

Niedfelt Property Management Preferred LLC  
John Niedfelt  
PO Box 1445  
Grand Island NE 68802

To create 18 lots located south of Norseman Avenue and west of Ebony Lane, in the City of Grand Island, in Hall County, Nebraska.

**Size:** 22.65 acres

**Zoning:** R1 – Suburban Density Residential Zone

**Road Access:** City roads will be available

**Water Public:** City water will be available

**Sewer Public:** City sewer will be available.



RESOLUTION 2016 - 243

WHEREAS Niedfelt Property Management Preferred LLC, A Nebraska Limited Liability Company, being the owners of the land described hereon, have caused same to be surveyed, subdivided, platted and designated as “STERLING ESTATES SEVENTH SUBDIVISION”, to be laid out into 18 Lots, on a Tract of Land Located in Part of the Northwest Quarter (NW1/4) of Section Twelve (12), Township Eleven (11) North, Range Ten (10) West of the 6<sup>th</sup> P.M., in the City of Grand Island, Hall County, Nebraska, and has caused a plat thereof to be acknowledged by it; and

WHEREAS, a copy of the plat of such subdivision has been presented to the Boards of Education of the various school districts in Grand Island, Hall County, Nebraska, as required by Section 19-923, R.R.S. 1943; and

WHEREAS, a form of subdivision agreement has been agreed to between the owner of the property and the City of Grand Island.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the form of subdivision agreement hereinbefore described is hereby approved, and the Mayor is hereby authorized to execute such agreement on behalf of the City of Grand Island.

BE IT FURTHER RESOLVED that the final plat of STERLING ESTATES SEVENTH SUBDIVISION, as made out, acknowledged, and certified, is hereby approved by the City Council of the City of Grand Island, Nebraska, and the Mayor is hereby authorized to execute the approval and acceptance of such plat by the City of Grand Island, Nebraska.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 11, 2016.

\_\_\_\_\_  
Jeremy Jensen, Mayor

Attest:

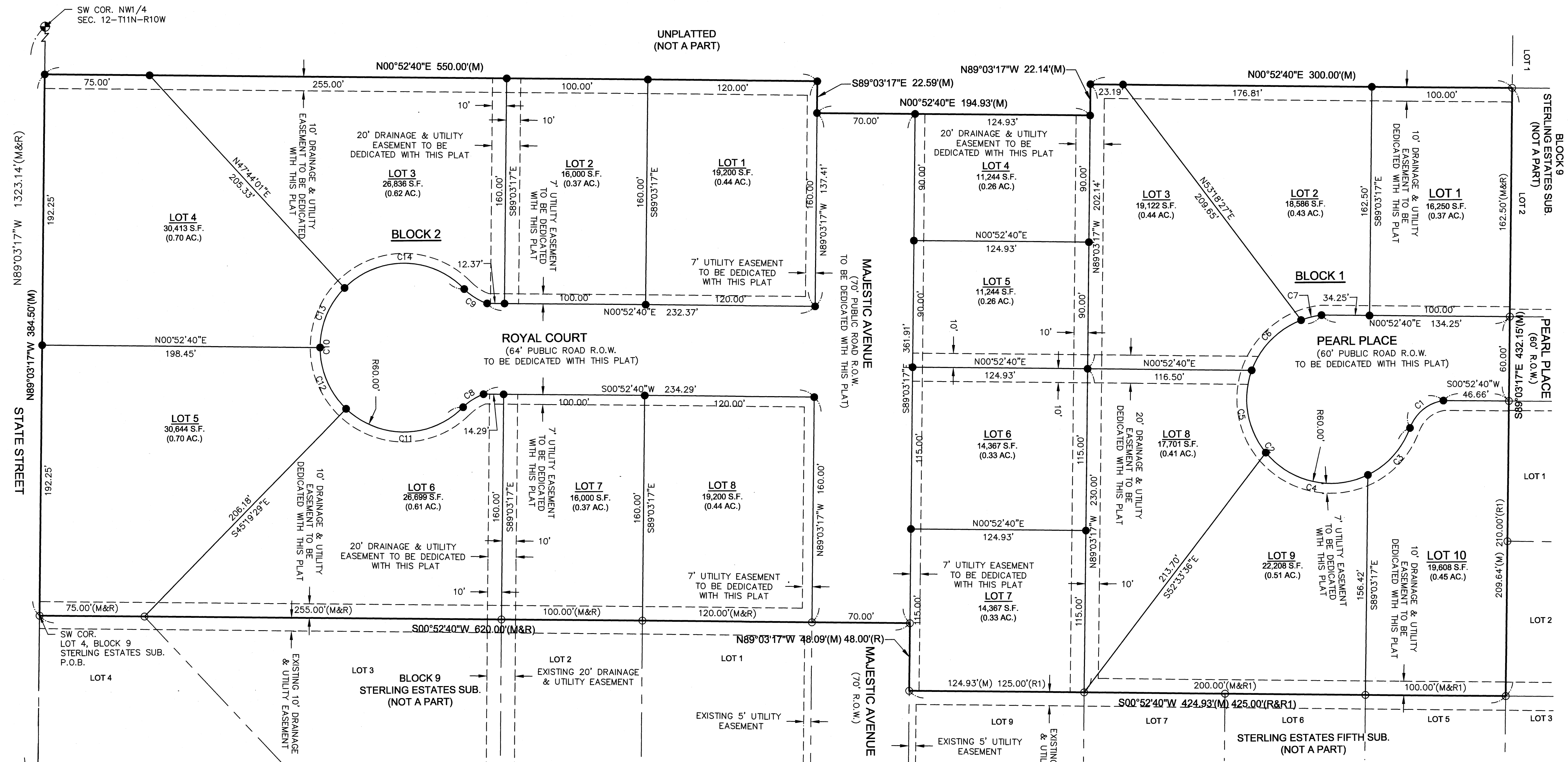
\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 7, 2016	☐ City Attorney

# STERLING ESTATES SEVENTH SUBDIVISION

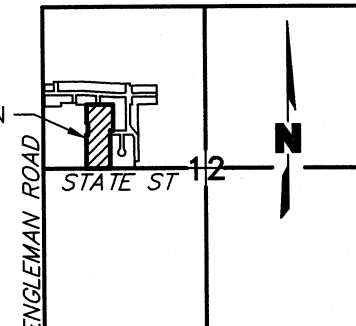
## IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA

### FINAL PLAT



#### LOCATION MAP

SEC. 12, T11N, R10W  
NOT TO SCALE



#### LEGEND

- SECTION CORNER
- SET CORNER (5/8"x24" REBAR W/CAP)
- FOUND CORNER (5/8" REBAR W/CAP)
- EXISTING PROPERTY LINE
- PROPERTY LINE
- M MEASURED DISTANCE
- R RECORDED DISTANCE STERLING ESTATES SUB.
- R1 RECORDED DISTANCE STERLING ESTATES FIFTH SUB.

#### SECTION TIES

**SOUTHEAST CORNER, WEST 1/2, NORTHWEST 1/4 SEC. 12-T11N-R10W**  
FOUND 1/2" PIPE  
SSW 56.85' TO CHISELED "X" ON TOP OF REINFORCED CONCRETE PIPE  
SE 98.04' TO CHISELED "X" ON CENTERLINE OF CONCRETE SIDEWALK  
WNW 4.33' TO PK NAIL w/WASHER STAMPED LS 458 IN RAILROAD TIE FENCE POST  
WSW 169.93' TO CHISELED "X" ON SOUTH WING WALL OF BOX CULVERT

**SOUTHWEST CORNER, NORTHWEST 1/4 SEC. 12-T11N-R10W**  
FOUND ALUMINUM CAP  
SSW 61.39' TO TOP NUT OF FIRE HYDRANT  
E 33.48' TO NAIL IN CORNER FENCE POST  
ESE 44.26' TO PK NAIL w/WASHER STAMPED LS 458 IN POWER POLE  
NNE 75.56' TO NAIL IN LIGHT POLE/POWER POLE

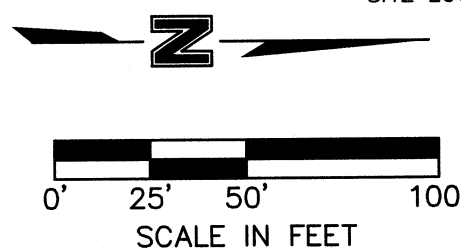
OWNERS: NIEDFELT PROPERTY MANAGEMENT PREFERRED LLC.  
SUBDIVIDER: NIEDFELT PROPERTY MANAGEMENT PREFERRED LLC.  
SURVEYOR: OLSSON ASSOCIATES  
ENGINEER: OLSSON ASSOCIATES  
NUMBER OF LOTS: 18

SHEET 1 OF 2

**OLSSON ASSOCIATES**

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

PROJECT NO. 2016-2621  
NIEDFELT SURVEY  
FB





# City of Grand Island

Tuesday, October 11, 2016

Council Session

## Item G-5

**#2016-244 - Approving Final Plat and Subdivision Agreement for Sterling Estates Eighth Subdivision**

Staff Contact: Chad Nabity



# **Council Agenda Memo**

**From:** Regional Planning Commission

**Meeting:** October 11, 2016

**Subject:** Sterling Estates Eighth Subdivision –Final Plat

**Presenter(s):** Chad Nabity

## **Background**

This property is located north of Norseman Avenue and east of North Road in the City of Grand Island, in Hall County, Nebraska. It has 18 lots on 3.798 acres.

## **Discussion**

The final plat for Sterling Estates Eighth Subdivision was considered by the Regional Planning Commission at the Oct. 5, 2016 meeting.

A motion was made by Derek Apfel and seconded by Carla Maurer to **approve** and recommend that City Council **approve** the final plat of Sterling Estates Eighth Subdivision.

A roll call vote was taken and the motion passed with 7 members present (Apfel, Ruge, Maurer, Robb, Monter, Sears and Kjar) voting in favor and no members present abstaining.

## **Alternatives**

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

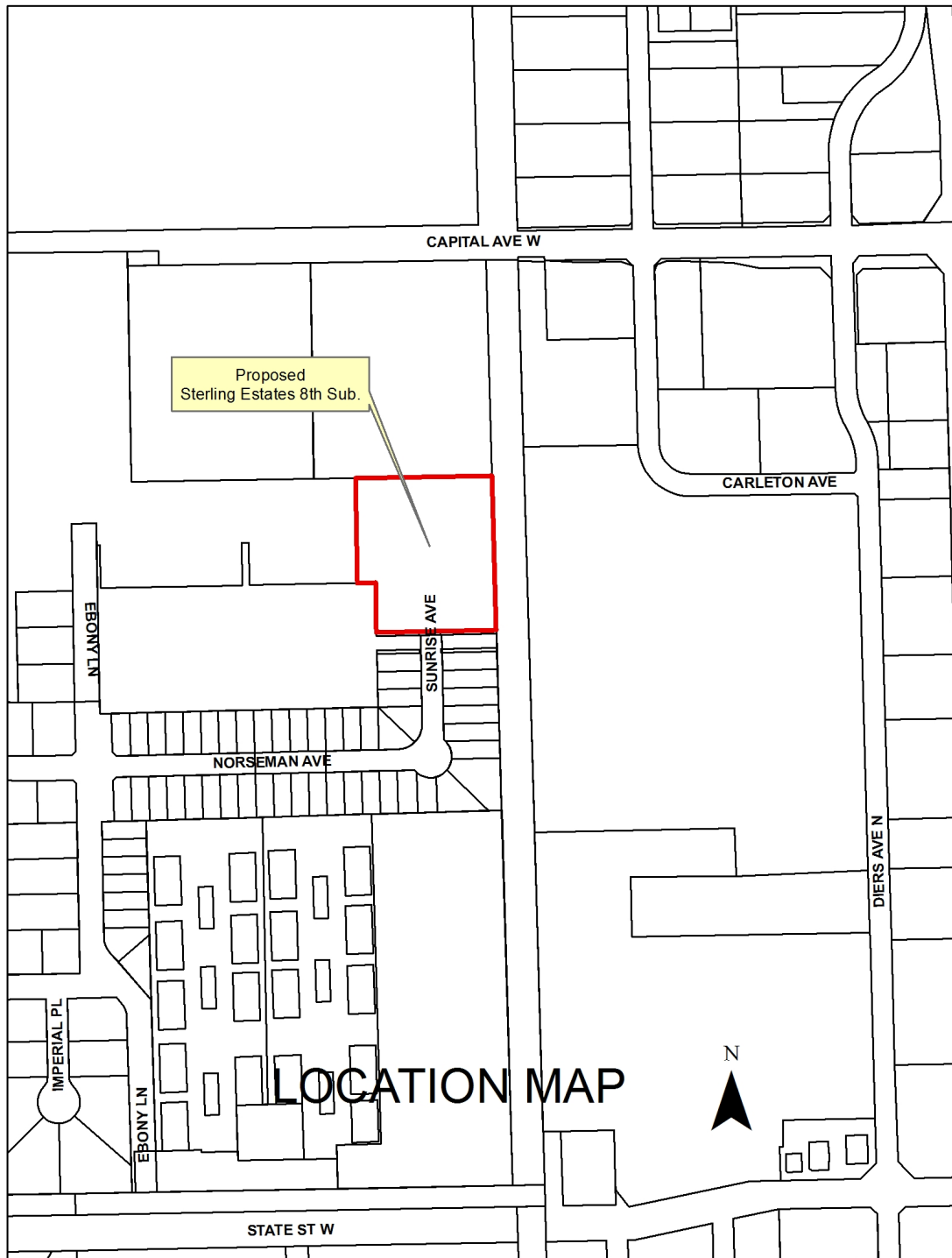
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

### **Recommendation**

City Administration recommends that the Council approve the final plat as presented.

### **Sample Motion**

Move to approve as recommended.



**Niedfelt Property Management Preferred LLC  
Developer/Owner**

Niedfelt Property Management Preferred LLC  
John Niedfelt  
PO Box 1445  
Grand Island NE 68802

To create 18 lots located north of Norseman Avenue and east of North Road, in the City of Grand Island, in Hall County, Nebraska.

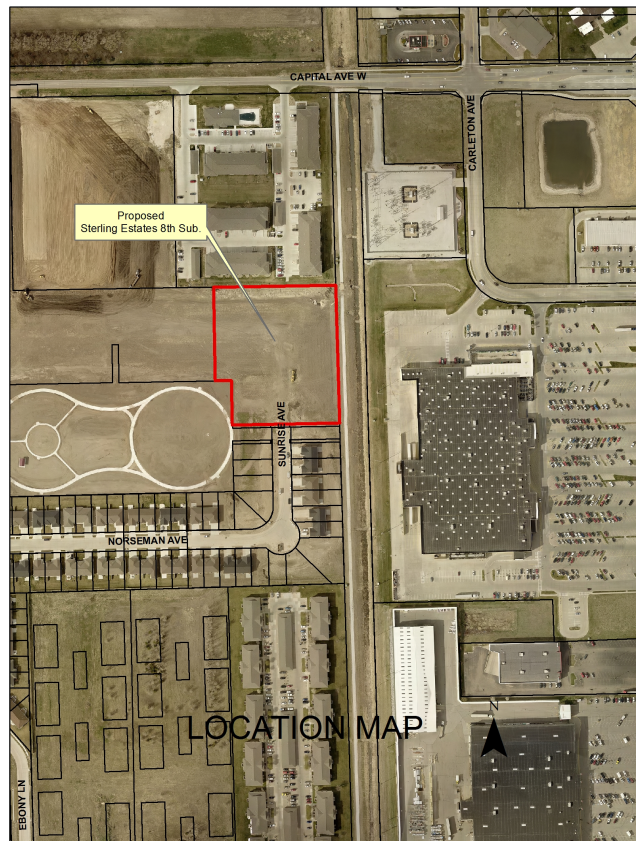
**Size:** 3.798 acres

**Zoning:** R4 – High Density Residential Zone

**Road Access:** City roads will be available

**Water Public:** City water will be available

**Sewer Public:** City sewer will be available.



RESOLUTION 2016 - 244

WHEREAS Niedfelt Property Management Preferred LLC, A Nebraska Limited Liability Company, being the owners of the land described hereon, have caused same to be surveyed, subdivided, platted and designated as “STERLING ESTATES EIGHTH SUBDIVISION”, to be laid out into 18 Lots, on a Tract of Land Located in Part of the Northwest Quarter (NW1/4) of Section Twelve (12), Township Eleven (11) North, Range Ten (10) West of the 6<sup>th</sup> P.M., in the City of Grand Island, Hall County, Nebraska, and has caused a plat thereof to be acknowledged by it; and

WHEREAS, a copy of the plat of such subdivision has been presented to the Boards of Education of the various school districts in Grand Island, Hall County, Nebraska, as required by Section 19-923, R.R.S. 1943; and

WHEREAS, a form of subdivision agreement has been agreed to between the owner of the property and the City of Grand Island.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the form of subdivision agreement hereinbefore described is hereby approved, and the Mayor is hereby authorized to execute such agreement on behalf of the City of Grand Island.

BE IT FURTHER RESOLVED that the final plat of STERLING ESTATES EIGHTH SUBDIVISION, as made out, acknowledged, and certified, is hereby approved by the City Council of the City of Grand Island, Nebraska, and the Mayor is hereby authorized to execute the approval and acceptance of such plat by the City of Grand Island, Nebraska.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 11, 2016.

\_\_\_\_\_  
Jeremy Jensen, Mayor

Attest:

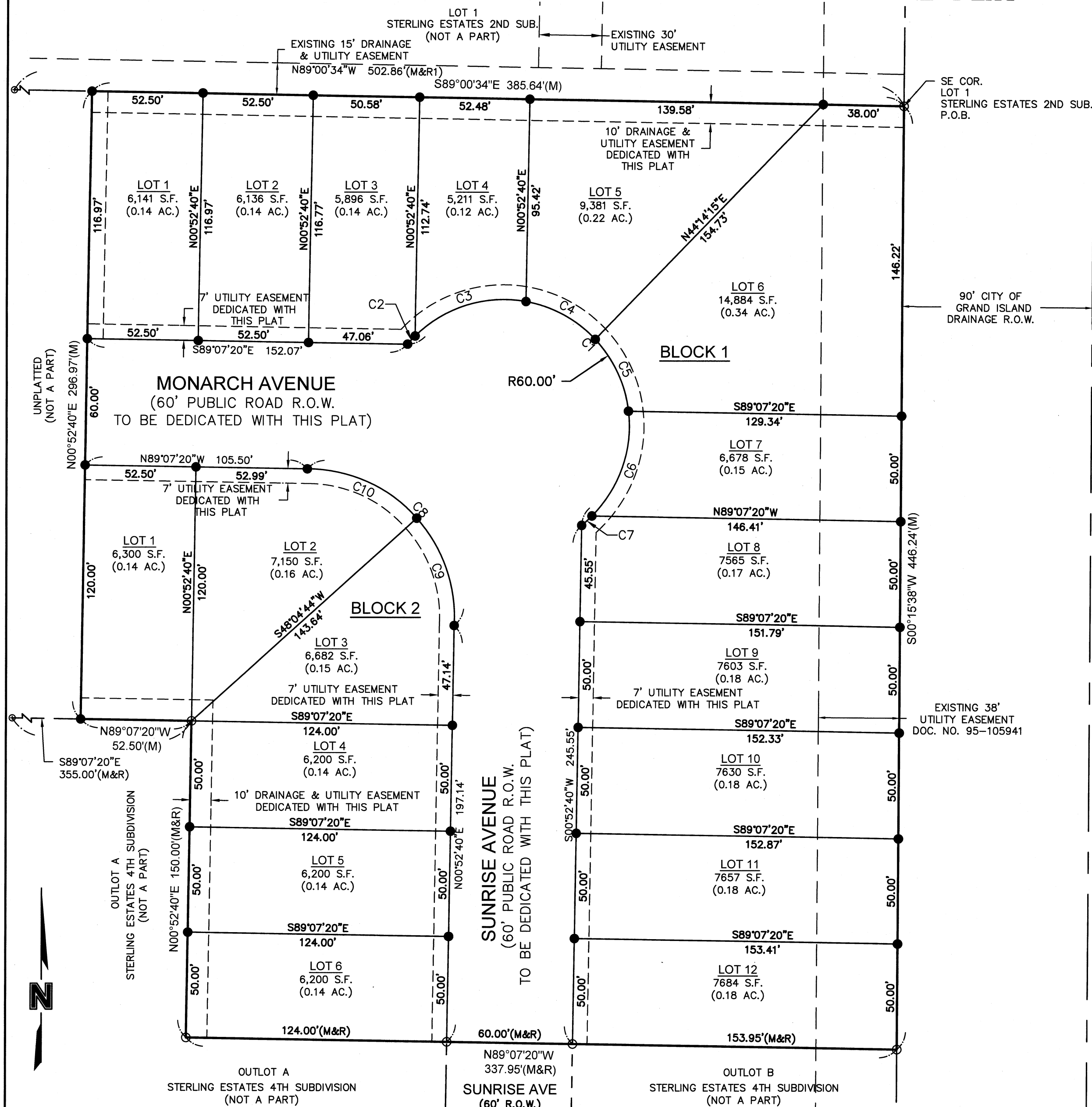
\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 7, 2016	☐ City Attorney

# STERLING ESTATES EIGHTH SUBDIVISION

## IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA

### FINAL PLAT



#### LEGAL DESCRIPTION

A TRACT OF LAND LOCATED IN PART OF THE NORTHWEST QUARTER (NW1/4) OF SECTION TWELVE (12), TOWNSHIP ELEVEN (11) NORTH, RANGE TEN (10) WEST OF THE 6TH P.M., IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF STERLING ESTATES 2ND SUBDIVISION SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE ON AN ASSUMED BEARING OF S00°15'38"W, ALONG THE WEST SIDE OF THE CITY OF GRAND ISLAND DRAINAGE RIGHT-OF-WAY, A DISTANCE OF 446.24 FEET TO THE NORTHEAST CORNER OF OUTLOT B, BLOCK 3, STERLING ESTATES FOURTH SUBDIVISION; THENCE N89°07'20"W, ALONG A NORTHERLY LINE OF STERLING ESTATES FOURTH SUBDIVISION, A DISTANCE OF 337.95 FEET TO A POINT ON THE EAST LINE OF OUTLOT A, BLOCK 2, STERLING ESTATES FOURTH SUBDIVISION; THENCE N00°52'40"E, ALONG THE EAST LINE OF OUTLOT A, BLOCK 2, STERLING ESTATES FOURTH SUBDIVISION, A DISTANCE OF 150.00 FEET TO A NORTHEAST CORNER OF OUTLOT A, BLOCK 2, STERLING ESTATES FOURTH SUBDIVISION; THENCE N89°07'20"W, ALONG A NORTH LINE OF OUTLOT A, BLOCK 2, STERLING ESTATES FOURTH SUBDIVISION, A DISTANCE OF 52.50 FEET; THENCE N00°52'40"E A DISTANCE OF 296.97 FEET TO A POINT ON THE SOUTH LINE OF LOT 1, STERLING ESTATES SECOND SUBDIVISION; THENCE S89°00'34"E, ALONG SAID SOUTH LINE OF LOT 1, STERLING ESTATES SECOND SUBDIVISION, A DISTANCE OF 385.64 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS A CALCULATED AREA OF 165,421 SQUARE FEET OR 3.798 ACRES MORE OR LESS OF WHICH 0.79 ACRES IS NEW DEDICATED ROAD ROW.

#### SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT ON \_\_\_\_\_, I COMPLETED AN ACCURATE SURVEY, UNDER MY PERSONAL SUPERVISION, OF PART OF THE NORTHWEST QUARTER (NW1/4) OF SECTION TWELVE (12), TOWNSHIP ELEVEN (11) NORTH, RANGE TEN (10) WEST OF THE 6TH P.M., IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, AS SHOWN ON THE ACCOMPANYING PLAT THEREOF; THAT IRON MARKERS, EXCEPT WHERE INDICATED, WERE FOUND AT ALL CORNERS; THAT THE DIMENSIONS ARE AS SHOWN ON THE PLAT; AND THAT SAID SURVEY WAS MADE WITH REFERENCE TO KNOWN AND RECORDED MONUMENTS.

JAI JASON ANDRIST, REGISTERED LAND SURVEYOR NUMBER, LS-630

#### DEDICATION OF PLAT

KNOW ALL MEN BY THESE PRESENTS, THAT NIEDFELT PROPERTY MANAGEMENT PREFERRED LLC., A NEBRASKA LIMITED LIABILITY COMPANY, BEING THE OWNERS OF THE LAND DESCRIBED HEREON, HAVE CAUSED SAME TO BE SURVEYED, SUBDIVIDED, PLATTED AND DESIGNATED AS "STERLING ESTATES EIGHTH SUBDIVISION" BEING ALL OF LOTS 1-6, BLOCK 6, STERLING ESTATES SUBDIVISION IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, AS SHOWN ON THE ACCOMPANYING PLAT THEREOF AND DO HEREBY DEDICATE THE EASEMENTS, AS SHOWN THEREON TO THE PUBLIC FOR THEIR USE FOREVER FOR THE LOCATION, CONSTRUCTION AND MAINTENANCE FOR PUBLIC SERVICE UTILITIES, TOGETHER WITH THE RIGHTS OF INGRESS AND EGRESS THERETO, AND HEREBY PROHIBITING THE PLANTING OF TREES, BUSHES AND SHRUBS, OR PLACING OTHER OBSTRUCTIONS UPON, OVER, ALONG OR UNDERNEATH THE SURFACE OF SUCH EASEMENTS; AND THAT THE FOREGOING SUBDIVISION IS MORE PARTICULARLY DESCRIBED IN THE DESCRIPTION HEREON AS APPEARS ON THIS PLAT IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS AND PROPRIETORS. IN WITNESS WHEREOF, I HAVE AFFIXED MY SIGNATURE HERETO, AT \_\_\_\_\_, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016.

JOHN NIEDFELT, MANAGER  
NIEDFELT PROPERTY MANAGEMENT PREFERRED LLC, A NEBRASKA LIMITED LIABILITY COMPANY

#### ACKNOWLEDGMENT

STATE OF NEBRASKA  
COUNTY OF HALL  
ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016, BEFORE ME \_\_\_\_\_, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY, PERSONALLY APPEARED JOHN NIEDFELT, MANAGER, NIEDFELT PROPERTY MANAGEMENT PREFERRED LLC, A NEBRASKA LIMITED LIABILITY COMPANY, TO ME PERSONALLY KNOWN TO BE THE IDENTICAL PERSON WHOSE SIGNATURES ARE AFFIXED HERETO AND ACKNOWLEDGED THE EXECUTION THEREOF TO BE HIS VOLUNTARY ACT AND DEED. IN WITNESS WHEREOF, I HAVE HEREUNTO SUBSCRIBED MY NAME AND AFFIXED MY OFFICIAL SEAL AT \_\_\_\_\_, NEBRASKA, ON THE DATE LAST ABOVE WRITTEN.

MY COMMISSION EXPIRES \_\_\_\_\_

NOTARY PUBLIC

#### APPROVAL

SUBMITTED TO AND APPROVED BY THE REGIONAL PLANNING COMMISSION OF HALL COUNTY, CITIES OF GRAND ISLAND, WOOD RIVER, AND THE VILLAGES OF ALDA, CAIRO, AND DONIPHAN, NEBRASKA.

CHAIRMAN \_\_\_\_\_ DATE \_\_\_\_\_

APPROVED AND ACCEPTED BY THE CITY OF GRAND ISLAND, NEBRASKA

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016.

MAYOR \_\_\_\_\_

CITY CLERK \_\_\_\_\_

#### CURVE TABLE

CURVE ID	RADIUS (FT)	DELTA	LENGTH (FT)	CHORD BEARING	CHORD LENGTH (FT)
C1	60.00	191.2161	200.24	S44°06'53.87"E	119.42
C2	60.00	005.0368	5.27	S42°47'23.18"W	5.27
C3	60.00	054.8058	57.39	S72°42'56.72"W	55.23
C4	60.00	036.5132	38.24	N61°37'57.22"W	37.59
C5	60.00	036.5117	38.24	N25°06'49.30"W	37.59
C6	60.00	052.0609	54.52	N19°10'21.43"E	52.66
C7	60.00	006.2838	6.58	N48°20'43.08"E	6.58
C8	70.00	093.2196	113.89	N43°22'45.26"W	101.74
C9	70.00	045.1629	55.18	N19°24'26.20"W	53.76
C10	70.00	048.0510	58.71	S65°58'28.12"E	57.00



# City of Grand Island

Tuesday, October 11, 2016

Council Session

## Item G-6

**#2016-245 - Approving Acquisition of Utility Easement - 3700  
Block of West Capital Avenue - TS12 Phase II, LLC**

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

Staff Contact: Tim Luchsinger, Stacy Nonhof

## RESOLUTION 2016 - 245

WHEREAS, a public utility easement is required by the City of Grand Island from TS12 Phase II, LLC, to survey, construct, inspect, maintain, repair, replace, relocate, extend, remove, and operate thereon, public utilities and appurtenances, including lines and transformers; and;

WHEREAS, a public hearing was held on October 11, 2016 for the purpose of discussing the proposed acquisition of an easement located in the City of Grand Island, Hall County, Nebraska; and more particularly described as follows:

Commencing at the northwest corner of Lot One (1), Sterling Estates Sixth Subdivision, in the City of Grand Island, Hall County Nebraska; thence on an assumed bearing of S00°59'26"W along the westerly line of said Lot One (1), a distance of thirty (30.0) feet; thence S89°00'34"E, a distance of fifteen (15.0) feet to a point on the easterly line of a fifteen (15.0) foot wide Utility Easement recorded in the Register of Deeds Office, Hall County, NE as instrument 201502481, dated April 22, 2015 and said point being the Point Of Beginning; thence continuing S89°00'34"E along the southerly line of a thirty (30.0) foot wide Utility Easement recorded in the Register of Deeds Office, Hall County, NE as instrument 201502481, dated April 22, 2015, a distance of seventeen (17.0) feet; thence S00°59'26"W, a distance of twenty-seven (27.0) feet to a point on the northerly line of an twenty (20.0) foot wide Utility Easement recorded in the Register of Deeds Office, Hall County, Nebraska as instrument 20160748, dated March 24, 2016; thence N89°00'34"W along the northerly line of said twenty (20.0) foot wide Utility Easement, a distance of seventeen (17.0) feet to a point on the easterly line of said fifteen (15.0) foot wide Utility Easement; thence N00°59'26"E, along the easterly line of said fifteen (15.0) foot wide Utility Easement, a distance of twenty-seven (27.0) feet to the said Point Of Beginning.

The above described easement and right-of-way containing a calculated area of 459 square feet, more or less, as shown on the plat dated 09/09/2016, marked Exhibit "A" attached hereto and incorporated herein by reference.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island be, and hereby is, authorized to acquire a public utility easement from TS12 Phase II, LLC, on the above-described tract of land.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 11, 2016.

Approved as to Form	☐ _____
October 7, 2016	☐ City Attorney



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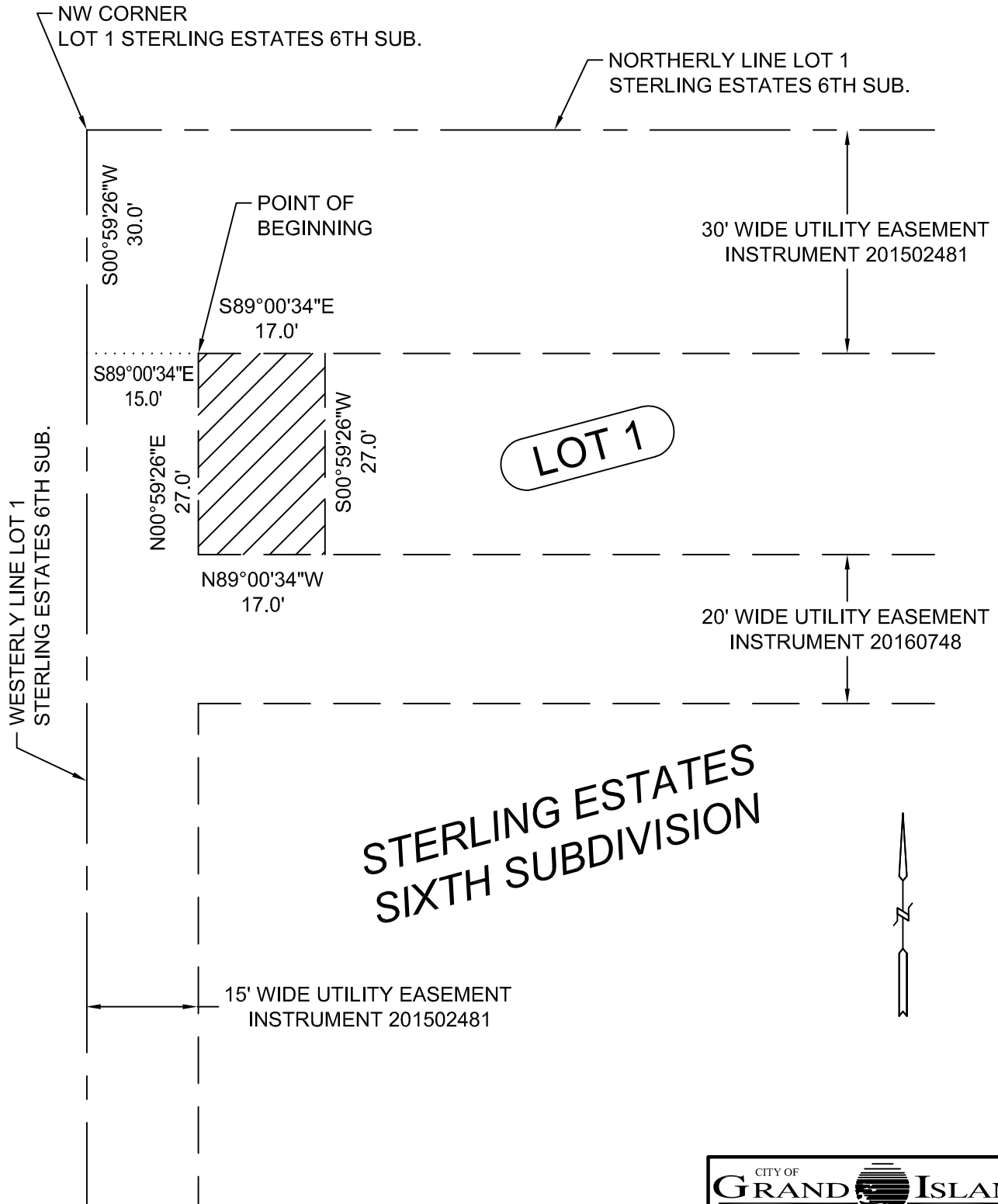
Jeremy L. Jensen, Mayor

Attest:

---

RaNae Edwards, City Clerk

# CAPITAL AVENUE



## LEGEND

 INDICATES UTILITY  
EASEMENT

CITY OF <b>Grand Island</b>	
UTILITIES DEPARTMENT	
<b>EXHIBIT "A"</b>	
DRN BY: K.J.M.	SCALE: 1"= 20'
DATE: 9/13/2016	STERLING EST



# City of Grand Island

Tuesday, October 11, 2016

Council Session

## Item G-7

**#2016-246 - Approving Acquisition of Utility Easement - West Side of West Park Plaza Mobile Home Park - West Park Plaza Mobile Home Park, LLC**

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

Staff Contact: Tim Luchsinger, Stacy Nonhof

RESOLUTION 2016 - 246

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

WHEREAS, a public hearing was held on October 11, 2016 for the purpose of discussing the proposed acquisition of an easement located in the City of Grand Island, Hall County, Nebraska; and more particularly described as follows:

Commencing at the northeast corner of the Southeast Quarter (SE1/4), Section Twenty Seven (27), Township Eleven (11) North, Range Ten (10) West of the 6<sup>th</sup> PM, Grand Island, Hall County, Nebraska; thence on an assumed bearing of S0°39'43"E, along the easterly line of said Southeast Quarter (SE1/4), a distance of six hundred twenty five and ninety three hundredths (625.93) feet to a point on the northerly right-of-way line of the Union Pacific Railroad; thence S58°02'40"W, along the northerly right-of-way line of said Union Pacific Railroad, a distance of eight hundred eighty two and sixty hundredths (882.60) feet, thence N31°56'41"W, a distance of ten (10.0) feet to the ACTUAL Point of Beginning; thence N58°02'40"E, parallel with the northerly right-of-way line of said Union Pacific Railroad, a distance of thirty (30.0) feet; thence N31°56'41"W, a distance of five hundred sixty and twenty four hundredths (560.24) feet; thence N1°31'20"W, a distance of fifty one and ten hundredths (51.10) feet; thence S42°51'56"E, a distance of sixty nine and forty nine hundredths (69.49) feet to the point of termination.

The above easement and right of way containing a combined total of 0.33 acres, more or less, as shown on the plat dated 9/7/2016, marked Exhibit "A" attached hereto and incorporated herein by reference.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 11, 2016.

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

Approved as to Form	☐ _____
October 7, 2016	☐ City Attorney

Attest:

---

RaNae Edwards, City Clerk





# City of Grand Island

Tuesday, October 11, 2016

Council Session

## Item G-8

**#2016-247 - Approving Purchase of a New Landfill Compactor for the Solid Waste Division of the Public Works Department**

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

# **Council Agenda Memo**

**From:** Jeff Wattier, Solid Waste Superintendent

**Meeting:** October 11, 2016

**Subject:** Approving Purchase of a New Landfill Compactor for the Solid Waste Division of the Public Works Department

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

## **Background**

The Solid Waste Division of the Public Works Department has one landfill compactor that is used on a daily basis for spreading and compacting solid waste at the landfill. The current landfill compactor is four years old and has approximately 9,000 operating hours.

This machine is a front-line piece of equipment and is vital to the daily operations at the landfill. It is very important to have this unit operating day-in and day-out to ensure continual landfill operations.

The current landfill compactor will be sold back to NMC, Inc. of Doniphan, NE for \$256,000.00 through the guaranteed repurchase agreement submitted with their bid at the time of the purchase.

## **Discussion**

The purchase of a new landfill compactor was approved in the FY2017 budget. The Grand Island City Council approved the use of the Houston-Galveston Area Council Buying Group (HGAC) with Resolution 2013-193.

To meet competitive bidding requirements, the Solid Waste Division obtained pricing for a new landfill compactor from the HGAC Contract No. EM06-15 awarded to Humdinger Equipment, Ltd. of Lubbock, TX.

Public Works staff is recommending the purchase of a 2017 Tana ECO380 landfill compactor from Humdinger Equipment, Ltd. of Lubbock, TX in the amount of \$785,944.00.



## **Alternatives**

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

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

## **Recommendation**

City Administration recommends that the Council approve the purchase of a new landfill compactor from Humdinger Equipment, Ltd. of Lubbock, TX in the amount of \$785,944.00.

## **Sample Motion**

Motion to approve the purchase of a new landfill compactor from Humdinger Equipment, Ltd. of Lubbock, TX in the amount of \$785,944.00.

### THE MOST PRODUCTIVE COMPACTOR ON THE MARKET

#### Unique design

**Twin drums** Fewer passes, smooth and dense surface

**Rigid frame** Best crushing force

**Crushing teeth** Optimized size, shape and number for optimized spreading and crushing of waste

**TANA ProTrack<sup>®</sup>** To minimize downtime and improve cost analysis



## CRUSHING FORCE

# TANA E380eco Landfill Compactor

## GENERAL INFORMATION

Weight	38 000 kg
Total length	9 050 mm
Total width	4 500 mm
Total height	4 320 mm
Wheel base	4 050 mm
Ground clearance	890 mm
Length without dozer blade	7 430 mm
Width without dozer blade	4 390 mm
Inside turning radius	3 310 mm
Driving speed ranges	0–5 km/h 0–7 km/h
Maximum crushing force	186 kN

## COMPACTION DRUMS

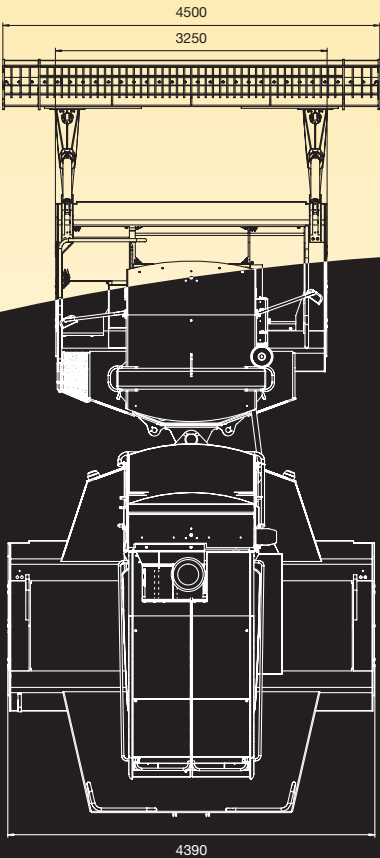
Uniform full width drums with forged solid steel crushing teeth.  
Adjustable scraper bars on both sides of the drums and adjustable steel wire cutters in the ends of drums.

	<b>Front/rear drum</b>
Crushing/compaction width	2 660 mm/3 800 mm
Diameter including crushing teeth	1 620 mm/1 620 mm
Number of crushing teeth	80 pcs/110 pcs
Height of crushing teeth	200 mm/200 mm
Number of scraper bars	14 pcs/20 pcs
Number of wire cutters	2 pcs/4 pcs

## DOZER BLADE

The dozer blade is operated with two hydraulic cylinders and it is equipped with two arms. Arm joints are with hardened pins and spherical bearings.

- Width 4 500 mm
- Height 1 750 mm
- Movement above ground level 1 170 mm
- Movement below ground level 150 mm
- Upper part of blade: trash screen
- Bolt-mounted reversible cutting edges



## FRAME

The frame is constructed of two modular drum frames connected together with a longitudinal upper frame. The drum frame acts as a shell around the drum, which helps to prevent waste raising to the upper parts of the machine from below.

The upper frame is equipped with center point articulated steering operated with two hydraulic cylinders.

- Articulation links are equipped with hardened pins and spherical steel bearings
- The angle of articulation to the left or right is 40 degrees

## SERVICE PLATFORMS AND PROTECTION

Service platforms and steps are equipped with banisters and anti-slide surfaces. Engine and powerpack are protected with lockable hood (bonnet). Opening of hood is made easier by using wind hooks.

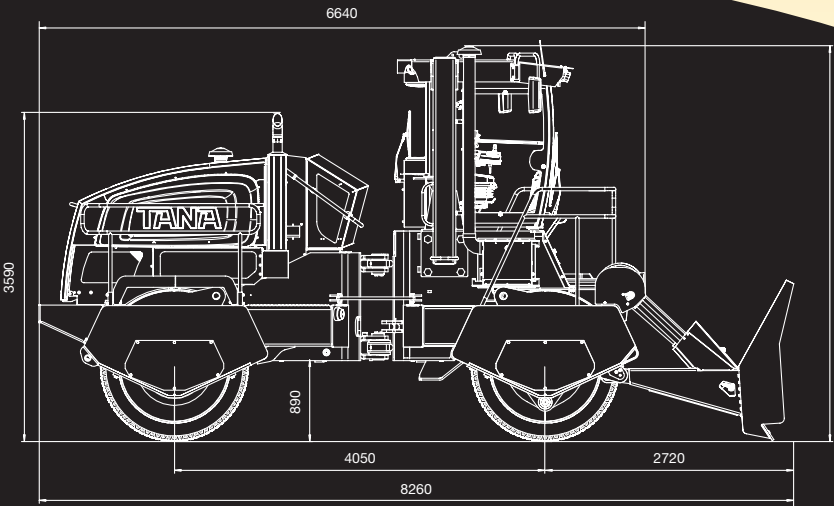
## VANDALISM PROTECTION

- Lockable cabin, engine compartment and fuel tank filling cap
- Electronic key for ignition

## ENGINE

- Cummins QSX15-C450
- Turbo charged, 6 cylinders in line, water-cooled, after-cooled, four-stroke diesel engine
  - Fulfills U.S. EPA Tier 4 (f), CARB Tier 4 and EU Stage IV non-road emission certificates
  - Maximum power: 500 BHP (373kW) @ 1 800 RPM
  - Power rating: 450 BHP (336kW) @ 2 100 RPM
  - Maximum torque: 2 305 Nm (1 700lb-ft) @ 1 400 RPM

- Engine equipment
- Attachment to the frame with vibration and noise damping rubber mounts
  - Service indicator
  - Dry-type air cleaner with replaceable primary and safety element
  - Fuel filter and water separator
  - Oil filter 1 pc
  - Radiator + separate charge air cooler
  - Aftertreatment system





## CABIN AND CONTROLS

### Equipment

- Pressurized, heat and sound insulated cabin with cabin lights
- Insulation materials in accordance with ISO 3795
- Air-suspended swivelling operator's seat with head rest, built-on controls, seat heating and seat belt
- Laminated safety glass windows
- Socket for mobile phone charger, radio/CD/USB player
- Front and rear windshield intermittent wipers and washers, suncover in front
- Heater and A/C unit
- Emergency exit, lockable door, shelf and lockers, external rear window mirrors, foot support, inside mirror
- Replaceable cabin air filters
  - pre-filter grade EU3
  - micro filter grade EU7, grade EU14 (option)
  - active carbon filter (option)

### Gauges included in TANA Control System (TCS)

- Engine oil pressure, temperatures for engine intake manifold, engine oil and hydraulic oil, coolant and hydraulic oil
- Final drive gearbox temperatures
- Fuel level, total fuel consumption
- Voltage, tachometer, boost pressure, engine working hours
- Engine load rate

### System warnings in TCS

(indicator light, acoustic warning and alarm log)

- Engine air filter contamination
- Hydraulic oil temperature
- Low hydraulic oil level
- High hydraulic oil contamination
- Fuel level
- Gear box temperature
- Hydraulic oil return line filter clogging
- Charge pressure filter contamination
- Low charge pressure
- Voltage
- In addition to above all the alarms from the diesel engine control module (95 different alarms, including low engine oil pressure, high coolant temperature, etc). Totally more than 500 alarms.

### Controls

- Transmission on/off and parking brake
- Emergency shut down
- Ignition switch: power on/off and starting
- Heater and air conditioning, cabin temperature control
- Windshield wipers and washers, lights

### Joystick controls integrated in arm-rests

- Return to neutral position automatically when released and all related movements will cease
- Left hand joystick for control of driving speed and direction as well as control of optional bucket and speed range selection by pressing a button
- Right hand joystick for control of steering, dozer blade and horn

## ROPS / FOPS

Integrated in cabin structure

- ROPS in accordance with ISO 3471:2008
- FOPS in accordance with ISO 3449:2005

## TANA ProTrack®

- Offers on-line information
- Monthly operational reports
- GPS available

## TANA ProTrack®



## State of the art information management system

### Maximum uptime

- Remote access for quicker and more accurate trouble shooting by the distributor and TANA technical support
- Critical alarm notifications to several receivers by e-mail
- Reminders for scheduled maintenance to several receivers by e-mail

### Accuracy to cost follow-up through

#### TANA ProTrack® reports (additional option)

- Monthly operational reports to given e-mails on e.g. working hours, fuel consumption, work load...

## TANA ProLoc® (optional)



## A smart solution for efficient landfill management

### Optimized landfill space usage and efficient volume reduction

- A digitally imported filling plan gives the operator a realtime view of the work process through a colour 3D interface
- Reached compaction level is indicated by coloured squares

### Profitability and remarkable savings

- No unnecessary compaction passes means up to 12 % less fuel consumed and remarkably higher compaction rate
- Machine uptime is maximized for efficient operation as idle machine time and unplanned transfers decrease
- All data is sent to TANA ProTrack® where reports can be generated and combined with other gathered operational information
- Provides for an even surface and uniform density on the entire landfill

### Effortless use

- Clear, colour touch screen with Windows-based software
- Online downloading of work plans and software updates
- Remote connection enables trouble-shooting and problem solving
- Follow-up from computer display wherever internet connection is available



# Landfill Compactor

## POWER TRANSMISSION

- Closed circuit, hydrostatic transmission
- Separate systems for both drums
- Two driving speed ranges
- Control of driving speed and direction with one lever
- Stepless speed control

### Pumps

- One tandem pump arrangement
- Variable displacement axial piston pumps with electrical proportional control

### Motors

- Three variable displacement plug-in motors

### Cooling of hydraulic system

- Air-operated oil cooler
- Openable air filtration screen

### Hydraulic oil filtration

- Return line filter and two charge pressure filters, hydraulic oil filling filter

### Final drive gear boxes

- Transmits hydraulic output to the drums
- Three-stage planetary gearboxes (2 pcs)
- Integrated hydraulic oil pressure released multi-plate parking brake
- Splash lubrication system

## BRAKES

- Service brakes: hydrostatic transmission acts as service brakes, separate circuits for both drums
- Parking/emergency brakes: hydraulic oil-released, spring-actuated multi-plate parking brake integrated in planetary gear boxes

## AUXILIARY HYDRAULICS

Open circuit system with electro-hydraulic load sensing (LS) control.

### Pump

- Variable displacement axial piston pump

### Directional control valve

- Electro-hydraulic proportional control

## HYDRAULIC OIL TANK

The hydraulic oil tank is located inside the engine hood

- Electrical filling pump with filter
- Oil level sensor with alarm
- Breather filter

## FUEL TANK

The 760 l tank is located inside the upper frame under the operator cabin

- Lockable filling cap
- Service hatch
- Suction strainer
- Drain valve
- Level sensor with alarm

## UREA TANK

The 56 l tank is located inside the rear frame. It is equipped with a suction strainer and level sensor with alarm.

## ELECTRICAL EQUIPMENT

- 24 VDC system
- Batteries 12 V 180 Ah, 2 pcs
- Lights: front 4 pcs, rear 4 pcs
- Horn
- Socket for hand light in engine compartment
- Back-up alarm, main circuit breaker, voltage reducer for radio

For details, please contact your local distributor or visit the manufacturer's web page at [www.tana.fi](http://www.tana.fi)

Weights and measurements are given within normal tolerances. Manufacturer reserves the right to alter the above as necessary. Some features shown may be optional and not standard.



TANA compaction drums – two full width drums with forged solid steel crushing teeth.

**TANA**  
From Waste to Value®

### Tana Oy

P.O. Box 160, Schaumanin puistotie 1  
FI-40101 Jyväskylä, FINLAND  
Tel. +358 20 7290 240  
Fax +358 20 7290 261  
E-mail: [mail@tana.fi](mailto:mail@tana.fi)

Your local TANA distributor:

RESOLUTION 2016 - 247

WHEREAS, the Houston-Galveston Area Council Buying Group was utilized to secure competitive bids for a new landfill compactor by the Solid Waste Division of the Public Works Department; and

WHEREAS, the Houston-Galveston Area Council Buying Group Contract No. EM06-15 was awarded to Humdinger Equipment, Ltd. of Lubbock, TX; and

WHEREAS, the Public Works Department has recommended the purchase of the new landfill compactor from Humdinger Equipment, Ltd. of Lubbock, TX for a purchase price of \$785,944.00; and

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 Tana ECO380 landfill compactor from Humdinger Equipment, Ltd. of Lubbock, TX and is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 11, 2016.

---

Jeremy L. Jensen, Mayor

Attest:

---

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 7, 2016	☐ City Attorney



# City of Grand Island

Tuesday, October 11, 2016

Council Session

## Item G-9

**#2016-248 - Approving Purchase of a New Mastic Applicator 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:** October 11, 2016

**Subject:** Approving Purchase of a New Mastic Applicator 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 funds budget in the 2016-2017 fiscal year for a new Mastic Applicator. This machine is used to heat and apply mastic material (rubber w/aggregate) to repair wide cracks, potholes, and pavement imperfections. Streets rented a kettle and applied mastic for pothole and wide crack filling for the first time in FY 2015-2016.

Areas where the material was placed included North Broadwell near Eagle Scout Lake, Old Lincoln Hwy, and the Hwy 2/281 ramps. The pavement in these areas was being patched constantly over the past few winters; since the mastic was placed there has been no further need for patching of the same locations. This material has proven to be worth the time and expense compared to cold patch material.

Weather controls when mastic can be properly applied to the pavement and monthly rental is prohibitive if the weather does not cooperate therefore purchasing is the more cost effective alternative and will allow more material to be applied each year without additional equipment rental costs. \$11,450 was spent within the last calendar year on rental of the mastic applicator. Assuming the applicator has a useful life of 10 years, the average annual cost would be \$5,300.

## **Discussion**

The equipment specifications for a new Mastic Kettle awarded under State of Nebraska Contract No. 13691 OC to Logan Contractors Supply of Omaha, Nebraska meets all the requirements for the Streets Division (brochure attached). The purchase price of the new Mastic Applicator under the State of Nebraska Contract is \$50,652.00 plus an additional \$2,454.00 for needed options and delivery for a total purchase price of \$53,106.00.



## **Alternatives**

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

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

## **Recommendation**

City Administration recommends that the Council approve the purchase of a new heated rubberized asphalt crack sealing machine using the State of Nebraska Contract No. 13691 OC awarded to Logan Contractors Supply of Omaha, Nebraska for a purchase price of \$50,652.00 plus an additional \$2,454.00 for needed options and delivery for a total purchase price of \$53,106.00.

## **Sample Motion**

Move to approve the resolution

# PATCHER™

## Hot Mastic Sealant Melters



Skid-Mounted  
PATCHER I

Trailer-Mounted  
PATCHER II



### Crafco Innovation Makes Installing Mastic Sealant Easy

*Designed to melt and prepare  
hot mastic sealant like:*

- Crafco Mastic One™
- Crafco PolyPatch™
- Crafco TechCrete™
- Crafco Matrix 501/502® Asphaltic Plug Bridge Joint System
- Deery® Level & Go Repair Mastic®
- Deery® Asphaltic Plug Bridge Joint System®

And others

*The Crafco Patcher is an oil-jacketed melter specifically designed to melt mastic sealants. The Patcher features digital controls to assure that mastic temperatures are held within specifications at all times. The Patcher has angled and staggered agitation blades which provide superior material agitation and aggregate suspension for a consistent material blend. A 6:1 gear box delivers high torque to eliminate agitation stall when using high-density material. The Patcher is equipped with many safety features, including an automatic shut-off on the lid to prevent injuries during operation. With an array of options - like the heated swivel chute - placing mastic is fast and easy.*

**CRAFCO**®  
INC  
PRESERVATION PRODUCTS PAVEMENT

Delivering Confidence Through Innovation. Quality and Value Since 1976

## Patcher Features & Benefits



Digital controls for temperature accuracy



Dual lids allow for simultaneous loading and cleaning of the bucket



Staggered, angled agitation blades for thorough material blend and to sustain aggregate suspension



Diesel-powered engine



Fuel-efficient and easy-accessible burner

### ✓ Fast Heat-Up Time

A large burner, extensive heating surface area and precision thermostatic controls allow more heat to get into the material. Depending on the specific mastic, Patchers can melt 1,500 lbs per hour, meaning that 200 gal (757 l) of mastic sealant will achieve 380F temperature and be ready to pour in 2 hours<sup>1</sup>. The new Patcher II is the fastest mastic sealant melter available!

### ✓ Mastic Application Made Easy

The 6:1 gear box delivers more high torque to both heat and mix the material and keep the aggregate suspended in the binder, providing an evenly mixed mastic sealant solution. The large lever makes the gate easy to operate and the weighted gate defaults to a shut position, keeping material and heat in the Patcher. The heated rear chute provides a smooth, even dispersing of mastic sealant and avoids the plug that was associated with other models.

### ✓ Designed with Ease-of-Use and Your Safety in Mind

Patchers are equipped with an automatic shut-off on the lid. The control box is positioned at face height. The burner location is optimal for easy access and maintenance. With the Patcher II, the lid can completely cover the bucket during cleaning, allowing both returning mastic and heat to remain inside the machine. This provides both melter efficiency and crew safety.



Side burner with tool holder



Optional heated swivel chute (On Patcher II models only)

## FEATURES

- Diesel-powered
- Digital temperature controls
- 6:1 gear box
- Easy clean-out
- Safety shut-off lid
- Curb-side controls
- Oil-jacketed, double boiler
- Designed for an array of materials

## OPTIONS

- Fire extinguisher
- Hand torch
- Heat lance
- Heated Swivel Chute
- Hitches
- Hot Mastic Applicator
- Light kits
- And more...

1. This is at an ambient temperature of 80°F (26.67°C)

### PATCHER I Skid Mount

### PATCHER II Trailer Mount

Engine/Diesel	10hp Kohler	20hp Isuzu
Burner	240,000 BTU	245,000 BTU
Suspension	n/a	Dual, independent torsional system
Tires	n/a	225/75 R15

### Capacity

Material Vat	95 gal. (360 l)	200 gal. (757 l)
Heat Transfer Oil	17 gal. (64 l)	24 gal. (90 l)
Diesel Fuel	7 gal. (27 l)	26 gal. (98 l)
Hydraulic Oil	13 gal. (49 l)	15 gal. (57 l)

### Dimensions

Dry Weight	3,000 lbs. (1,361 kg)	5,000 lbs. (2,268 kg)
Length	107 in. (272 cm)	179 in. (455 cm)
Width	43 in. (110 cm)	74 in. (188 cm)
Height	55 in. (140 cm)	70 in. (178 cm)
Loading Height	43 in. (110 cm)	60 in. (153 cm)
Chute Height	11 in. (28 cm)	20 in. (51 cm)

RESOLUTION 2016 - 248

WHEREAS, the Streets Division of the Public Works Department for the City of Grand Island, budgeted for a new Mastic Applicator in the 2016/2017 fiscal year; and

WHEREAS, the State of Nebraska Contract No. 13573 OC meets all equipment specifications and all statutory bidding requirements; and

WHEREAS, the State of Nebraska awarded said contract to Logan Contractors Supply of Omaha, Nebraska.

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 a new Mastic Applicator in the amount of \$53,106.00 from Logan Contractors Supply of Omaha, Nebraska.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 11, 2016.

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

Attest:

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

Approved as to Form	☐ _____
October 7, 2016	☐ City Attorney



# City of Grand Island

Tuesday, October 11, 2016

Council Session

## Item G-10

### **#2016-249 - Approving Boundaries for Fonner Park Business Improvement District**

Staff Contact: Jerry Janulewicz

# **Council Agenda Memo**

**From:** Jerom E. Janulewicz, City Attorney

**Meeting:** October 11, 2016

**Subject:** Fonner Park Business Improvement District

**Presenter(s):** Jerom E. Janulewicz, City Attorney

## **Background**

The Fonner Park Business Improvement District 2013 expired earlier this year as a result of a termination date contained in the 2013 ordinance creating the district. The Business Improvement District intends to reform as the Fonner Park Business Improvement District.

In a letter to the Mayor and City Council dated July 21, 2016, the Fonner Park Business Improvement District expressed an interest to continue the business improvement district. Board members from the existing BID, Scott Zana, Buzz Douthit, Bruce Swihart, Tammy Slater, Mike Corman, and Bennett Chamness, will serve as the Board for the new BID. BID boundaries will remain the same (Stolley Park Road north to Fonner Park Road). The “new” Fonner Park Business Improvement District board contemplates a proposed budget for a three-year period of time (2016-2019). The District intends to assess \$141,047 over the three-year life of the District.

For 2016-2017, the Fonner Park Business Improvement District Board is proposing a front footage assessment of \$9 for revenues of \$44,541; \$47,016 in 2018 and \$49,490 in 2019. In 2017, the BID anticipates applying to the CRA and Nebraska Environmental Trust for funding to assist with a major overhaul of the landscaping in the corridor.

State Statute 19-4021, R.R.S. 1943, allows for the creation and implementation of a plan for improving the general architectural design of the public areas within the districts, the development of any public activities and promotion of public events, including the management and promotion and advocacy of retail trade activities or other promotional activities, and employing or contracting for personnel for any improvement program under the act.

## **Discussion**

The establishment of the boundaries for Fonner Park Business Improvement District and the appointment of the aforementioned individuals as board members is the first step

toward the creation of the district. Approval is recommended. If approved, the board members submit a plan for City Council's consideration. The City Council will then hold a public hearing to create the district. After the hearing Council may pass an ordinance to establish the district.

### **Alternatives**

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

1. Move to approve boundaries and the members of the district board for Fonner Park Business Improvement District 2013
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 boundaries and the members of the district board for the Fonner Park Business Improvement District.

### **Sample Motion**

Move to approve the boundaries and the members of the district board for the Fonner Park Business Improvement District.

## RESOLUTION 2016-249

WHEREAS, Fonner Park Business Improvement District property owners have recommended that the City of Grand Island create a Business Improvement District with boundaries set out below; and

WHEREAS, Section 19-4021, R.R.S. 1943, indicates that the boundaries of a business improvement district shall be declared by the City Council prior to or at the same time as the appointment of the Business Improvement Board; and

WHEREAS, the outer boundaries of the potential Fonner Park Business Improvement District 2016 are described as follows:

Beginning at the southeast corner of Section Twenty One (21), Township Eleven (11) North, Range Nine (9) West of the 6th P.M. in Grand Island, Hall County, Nebraska; thence west on a line One Hundred (100.0) feet west of and parallel with the line common to Section 21-11-9 and Section 22-11-9 to the north line of the Southeast Quarter (SE1/4) of Section 21-11-9; thence east on the north line of the Southeast Quarter (SE 1/4 ) of Section 21-11-9 and the north line of the Southwest Quarter (SW1/4) of Section 22-11-9 for a distance of Two Hundred (200.0) feet; thence south on a line One Hundred (100.0) feet east of and parallel to the line common to Section 21-11-9 and section 22-11-9 to the south line of Section 22-11-9; thence west on the south line of Section 22-11-9 for a distance of One Hundred (100.0) feet to the point of beginning, as shown on the drawings dated May 28, 2002;  
and

WHEREAS, it is suggested that a Business Improvement Board be appointed to make recommendations to the City Council for the potential establishment of a district and plans for improvements if any, for such district.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the property set out within the above-identified boundaries be declared as the future Fonner Park Business Improvement District 2016.

BE IT FURTHER RESOLVED, that the following individuals be initially appointed to serve on the Business Improvement Board: Scott Zana, Buzz Douthit, Bruce Swihart, Tammy Slater, Mike Corman, and Bennett Chamness.

BE IT FURTHER RESOLVED as follows:

1. The Business Improvement Board shall make recommendations to the City Council including the following:

Approved as to Form October 7, 2016	by _____ City Attorney
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- a. The establishment and boundaries of the district;
  - b. The purposes of the district;
  - c. A plan or plans for improvements in the business area; and
  - d. Whether the costs of the district should be paid by assessment to the real estate in the district or taxed against the businesses and users of space in the district.
2. The Mayor, with the approval of The City Council, shall fill any vacancy for the term vacated;
  3. A board member may serve more than one term; and
  4. The board shall select from its members a chairperson and a secretary.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, \_\_\_\_\_, 2016.

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

Attest:

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



# City of Grand Island

Tuesday, October 11, 2016

Council Session

## Item G-11

**#2016-250 - Approving Boundaries for South Locust Street  
Business Improvement District**

Staff Contact: Jerry Janulewicz

# **Council Agenda Memo**

**From:** Jerom E. Janulewicz, City Attorney

**Meeting:** October 11, 2016

**Subject:** South Locust Street Business Improvement District

**Presenter(s):** Jerom E. Janulewicz, City Attorney

## **Background**

The South Locust Street Business Improvement District 2013 expired earlier this year as a result of a termination date contained in the 2013 ordinance creating the district. The Business Improvement District intends to reform as the South Locust Street Business Improvement District.

In a letter to the Mayor and City Council dated July 21, 2016, the South Locust Business Improvement District expressed an interest to continue the business improvement district. A new Business Improvement District will be formed. Board members from the existing BID, Dan Naranjo, Rhonda Saalfeld, Norm Saale, Dena Sullivan, Nate Wieland, and Gene McCloud, will serve as the Board for the new BID. The BID boundaries will remain the same (Highway 34 north to Stolley Park Road. The “new” South Locust Street Business Improvement District proposes a budget for a three-year period of time (2016-2019). The District intends to assess \$272,339 over three years.

For 2016-2017, the South Locust Business Improvement District Board is proposing a front footage assessment of \$9 for revenues of \$88,326. Additionally, the BID will be receiving \$30,000 from the CRA for reconstruction of the landscaping areas; the group is also applying for a grant from the Nebraska Environmental Trust.

State Statute 19-4021, R.R.S. 1943, allows for the creation and implementation of a plan for improving the general architectural design of the public areas within the districts, the development of any public activities and promotion of public events, including the management and promotion and advocacy of retail trade activities or other promotional activities, and employing or contracting for personnel for any improvement program under the act.

## **Discussion**

The establishment of the boundaries for South Locust Street Business Improvement District and the appointment of the aforementioned individuals as board members is the

first step toward the creation of the district. Approval is recommended. If approved, the board members submit a plan for City Council's consideration. The City Council will then hold a public hearing to create the district. After the hearing Council may pass an ordinance to establish the district.

### **Alternatives**

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

1. Move to approve boundaries and the members of the district board for the South Locust Street Business Improvement District
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 boundaries and the members of the district board for the South Locust Street Business Improvement District.

### **Sample Motion**

Move to approve the boundaries and the members of the district board for the South Locust Street Business Improvement District.

## RESOLUTION 2016-250

WHEREAS, South Locust Street Business Improvement District property owners have recommended that the City of Grand Island create a Business Improvement District with boundaries set out below; and

WHEREAS, Section 19-4021, R.R.S. 1943, indicates that the boundaries of a business improvement district shall be declared by the City Council prior to or at the same time as the appointment of the Business Improvement Board; and

WHEREAS, the outer boundaries of the potential South Locust Street Business Improvement District are described as follows:

Beginning at the Southeast corner of Section Twenty-Eight (28), Township Eleven (11) North, Range Nine (9) West of the 6th P.M., Hall County, Nebraska; thence west on the South line of Section Twenty-Eight (28), Township Eleven (11) North, Range Nine (9) West of the 6th P.M. for a distance of Two Hundred Feet (200'); thence Northerly on a line Two Hundred Feet (200') West of and parallel to the East line of Section Twenty-Eight (28), Township Eleven (11) North, Range Nine (9) West of the 6th P.M. to the North line of Section Twenty-Eight (28), Township Eleven (11) North, Range Nine (9) West of the 6th P.M.; thence East on the North line of Section Twenty-Eight (28), Township Eleven (11) North, Range Nine (9) West of the 6th P.M. to the Northeast corner of Section Twenty-Eight (28), Township Eleven (11) North, Range Nine (9) West of the 6th P.M.; thence continuing East on the North line of Section Twenty-Seven (27), Township Eleven (11) North, Range Nine (9) West of the 6th P.M. for a distance of Three Hundred Seventy-Five Feet (375'); thence South on a line Three Hundred Seventy-Five Feet (375') East of and parallel to the West line of Section Twenty-Seven (27), Township Eleven (11) North, Range Nine (9) West of the 6th P.M. to the South line of Section Twenty-Seven (27), Township Eleven (11) North, Range Nine (9) West of the 6th P.M.; thence West on the South line of Section Twenty-Seven (27), Township Eleven (11) North, Range Nine (9) West of the 6th P.M. for a distance of Three Hundred Seventy-Five Feet (375') to the point of beginning.

WHEREAS, it is suggested that a Business Improvement Board be appointed to make recommendations to the City Council for the potential establishment of a district and plans for improvements, if any, for such district.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the property set out within the above-identified boundaries be declared as the future South Locust Street Business Improvement

Approved as to Form	by _____
October 7, 2016	City Attorney

District.

BE IT FURTHER RESOLVED, that the following individuals be initially appointed to serve on the Business Improvement Board: Dan Naranjo, Rhonda Saalfeld, Norm Saale, Dena Sullivan, Nate Wieland, and Gene McCloud.

BE IT FURTHER RESOLVED as follows:

1. The Business Improvement Board shall make recommendations to the City Council, including the following:
  - a. The establishment and boundaries of the district;
  - b. The purposes of the district;
  - c. A plan or plans for improvements in the business area; and
  - d. Whether the costs of the district should be paid by assessment to the real estate in the district or taxed against the businesses and users of space in the district.
2. The Mayor, with the approval of the City Council, shall fill any vacancy for the term vacated;
3. A board member may serve more than one term; and
4. The board shall select from its members a chairperson and a secretary.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, \_\_\_\_\_, 2016.

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

Attest:

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



# City of Grand Island

Tuesday, October 11, 2016

Council Session

## Item G-12

### **#2016-251 - Approving Purchase of New Vital Sign Monitor and Cardiac Defibrillator**

Staff Contact: Cory Schmidt, Fire Chief

# **Council Agenda Memo**

**From:** Fire Chief Cory Schmidt

**Meeting:** October 11, 2016

**Subject:** Purchase of New Vital Sign Monitor and Cardiac Defibrillator

**Presenter(s):** Fire Division Chief Russ Blackburn

## **Background**

7 LifePak12 vital sign and cardiac monitors have been used on the Grand Island Fire Department ambulances since the LifePak11 monitors started being replaced in 2001. In 2016 we were notified by Physio Control they would no longer support and maintain LifePak12s. Nebraska regulations state the equipment on an ambulance has to be maintained per manufactures' recommendations.

From 2014-2016 Mission Lifeline has been operating in Nebraska with a goal to improve heart attack care in the state. Mission Lifeline gave the GIFD a grant to replace one of the LifePak12 monitors in 2015. While Mission Lifeline is operating in Nebraska Physio Control has reduced the price of their LifePak15 monitors and accessories, the reduced cost ends on December 31, 2016.

## **Discussion**

This is to purchase six (6) Physio-Control LifePak 15 vital sign monitor and external defibrillators. The LifePak 15 monitors will be used on our Advanced Life Support (ALS) ambulances. The LifePak 15 monitor will give us a modern, top of the line tool to assist in treating and caring for the citizens of Grand Island. The new defibrillators are equipped with electronic modems that can transmit patient EKG readings directly to emergency room doctors at CHI Health while paramedics are still on scene treating the patient. This pre-alert information allows the hospital to prepare for the patient's arrival thereby increasing the patient's chance of surviving the cardiac event. The cost of 6 LifePak15 monitors at the reduced price is \$141,977.30 and was approved for the 2016-2017 Capital Budget.

## **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 6 LifePak15 vital sign monitor/ cardiac defibrillators for use on the GIFD ambulances for \$141,977.30 as approved in the 2016-2017 Capital Budget.

### **Sample Motion**

Move to approve the purchase of 6 LifePak15 vital sign monitor/ cardiac defibrillators for use on the GIFD ambulances for \$141,977.30 as approved in the 2016-2017 Capital Budget.

RESOLUTION 2016-251

WHEREAS, the Grand Island Fire Department's vital sign and cardiac monitor will no longer be supported or maintained by the manufacturer ; and

WHEREAS, the Mission Lifeline reduced price for this equipment will end in 2016; and

WHEREAS, the purchase of the monitors was approved in the City of Grand Island 2016-2017 Capital Budget.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, Move to approve the purchase of 6 LifePak15 vital sign monitor/ cardiac defibrillators for use on the GIFD ambulances for \$141,977.30 as approved in the 2016-2017 Capital budget.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 11, 2016.

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

Attest:

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

Approved as to Form	☐ _____
October 7, 2016	☐ City Attorney



# City of Grand Island

Tuesday, October 11, 2016

Council Session

## Item G-13

### **#2016-252 - Approving Purchase of New Portable Radios**

Staff Contact: Cory Schmidt, Fire Chief

# **Council Agenda Memo**

**From:** Fire Chief Cory Schmidt  
**Meeting:** October 11, 2016  
**Subject:** Purchase of New Portable Radios  
**Presenter(s):** Fire Division Chief Russ Blackburn

## **Background**

The Fire Department purchased a third of the portable radios that we are currently using in 2007. They are Motorola XPR 6550s and have been good radios and survived 12 years of use during firefighting and emergency calls. However, they have reached the end of their useful life span. Repairs have ranged from the on/off detent (the resistance between on and off) being worn down to where the radio can be bumped to the off position without the user knowing. Major repairs have run as much as 33% of the original cost of the radios. As a result they have become less than reliable during firefighting and other type of emergency calls, and costly to maintain.

## **Discussion**

The radios the Grand Island Fire Department would like to purchase are Motorola XPR7550 portable radios. They are digital signal capable and intrinsically safe, will not be a source of ignition if the user is in a flammable atmosphere. Although currently our dispatch center is not digital signal capable it is the next step in technology for radios. They will work with the analog systems in the area and that other departments use. We will be able to use the digital signal on our 'fireground' frequency that we use during structure fires and larger incidents. The digital system should give us clearer, easier to understand radio traffic and slightly greater range, over analog radios. The new radios will also reduce the maintenance costs of the current older radios and will have a two year warranty. The total for the purchase of 76 radios is Nebraska State Bid of \$94,578.20 (\$1244.45/ radio). Due to budget restraints, we are proposing to purchase the last one-third or 25 radios for a cost of \$31,111.25. These will be given to full time personnel and some with Epic radios, voice amplifiers built into the facepieces of the breathing apparatus used when personnel are in Immediately Dangerous to Life and Health (IDLH) atmospheres.

## **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 25 Motorola XPR7550 portable radios for the Grand Island Fire Department at the cost of \$31,111.25 from State bid.

## **Sample Motion**

Move to approve the purchase of 25 Motorola XPR7550 portable radios for the Grand Island Fire Department at the cost of \$31,111.25 from State bid.

RESOLUTION 2016-252

WHEREAS, the Grand Island Fire Departments oldest portable radios have been used for the past twelve years and served the department well; and

WHEREAS, the radios have now become expensive to maintain and their reliability and safety are in question; and

WHEREAS, replacing the radios will decrease the maintenance cost, and increase safety of firefighter, while improving communications and range of transmission.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, Move to approve the purchase of 25 Motorola XPR7550 portable radios for the Grand Island Fire Department at the cost of \$31,111.25 from State bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 11, 2016.

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

Attest:

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

Approved as to Form	☐ _____
October 7, 2016	☐ City Attorney



# **City of Grand Island**

**Tuesday, October 11, 2016**

**Council Session**

## **Item I-1**

**#2016-253 - Consideration of Approving Labor Agreement  
between City of Grand Island and the Fraternal Order of Police  
Grand Island Lodge No. 24**

**Staff Contact: Aaron Schmid, Human Resources Director**

# **Council Agenda Memo**

**From:** Aaron Schmid, Human Resources Director

**Meeting:** October 11, 2016

**Subject:** Approval of Labor Agreement between the City Of Grand Island and the Fraternal Order of Police Grand Island Lodge No. 24

**Presenter(s):** Aaron Schmid, Human Resources Director

## **Background**

Police Officers and Police Sergeants employed in the Police Department currently work under the conditions outlined in the labor agreement between the City of Grand Island (City) and the Fraternal Order of Police (FOP), Lodge No. 24. The current labor agreement expired as of midnight September 30, 2016. The City and the FOP met to negotiate the terms of a new agreement. The negotiations were handled in good faith with both parties focused on a fair contract.

## **Discussion**

The proposed labor agreement will begin October 1, 2016 and run through September 30, 2019. A salary array was conducted as part of the negotiations process. The majority of the agreement remains unchanged. The changes that are proposed were primarily based on comparability studies from the salary array. The proposed changes are listed below and follow the order of the contract:

1. The City agrees that if in the event the City creates the rank of Lieutenant the classification of Lieutenant will become a part of the bargaining unit at the expiration of the contract term in which the rank is created.
2. The Training and Special Events Bank language was clarified to define the number of occurrences per event.
3. Article IV regarding holidays and holiday Pay language was clarified. The intent of the changes is to align contract language with payroll processing.
4. Personal leave language was changed to reflect the language in the other City labor contracts.
5. Language was added to differentiate between call in pay and standby pay.
6. Beginning the first full pay period of October 2017 the number of pay steps will be reduced from 11 steps to 10 steps.



7. Compensatory time will be accumulated from 85 hours to 96 hours (from 56.67 actual hours to 65 actual hours).
8. Language was added to clarify the ancillary duties of the Field Training Officer.
9. Longevity and shift differential pay will be added to the contract. Longevity rates are based on years of service and are included in the contract. Shift differential will occur between the hours of 6pm and 6am at 35 cents per hour.
10. The initial issue of clothing for new employees will increase from two long sleeve shirts, two short sleeve shirts and two pairs of pants to four long sleeve shirts, four short sleeve shirts and four pairs of pants. Uniform allowance will be paid semi-annually rather than bi-weekly. The allowed amount remains unchanged.
11. Bilingual pay will increase from \$1,000 per year to \$1,500 per year. The change will align with the other labor contracts with the City.
12. The article regarding Duration of Contract was moved towards the end of the contract. The change was simply to facilitate better flow of the contract.
13. Wage increases for fiscal year (FY) 2016-2017 will increase 2.75%. Wage increases for FY 2017-2018 will increase 2.5%. Wage increases for FY 2018-2019 will increase 2.5%. Exhibits A, B and C of the contract detail the pay steps.

### **Alternatives**

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

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

### **Recommendation**

City Administration recommends that the Council approve the labor agreement between the City of Grand Island and the Fraternal Order of Police, Lodge #24.

### **Sample Motion**

Move to approve the labor agreement between the City of Grand Island and the Fraternal Order of Police, Lodge #24.

## AGREEMENT

THIS AGREEMENT, effective October 1, ~~2013~~2016, is between the **CITY OF GRAND ISLAND** (hereinafter referred to as the "City"), and **GRAND ISLAND LODGE NO. 24 OF THE FRATERNAL ORDER OF POLICE** (hereinafter referred to as the "F.O.P.").

### PURPOSE AND INTENT OF THE PARTIES

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

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

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

The City agrees that if in the event the City creates the rank of Lieutenant the classification of Lieutenant will become a part of the bargaining unit at the expiration of the contract term in which the rank is created.

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### ARTICLE II RESIDENCY

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

### ARTICLE III HOURS OF WORK

The City has reserved its right to the utilization of the 207(k) FLSA exemption and will implement this as the hours of work effective with the first full pay period following the execution of the agreement. The pay period for purposes of calculating overtime shall consist of a fourteen (14) day cycle that runs concurrent with the City's current payroll cycle. For purposes of calculating eligibility for overtime, "hours worked" shall include actual hours worked, vacation, personal leave and holiday hours.

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

Employees shall be eligible for overtime when they exceed their hours scheduled for work in the fourteen (14) day pay cycle with a minimum of eighty (80) hours. There shall also be established for each employee in the bargaining unit a Training and Special Events bank of thirty (30) hours per individual per contract year. The Training and Special Events bank shall be used for one (1) defensive tactics training, one (1) firearms qualifications, Harvest of Harmony Parade, and each employee will work a maximum of six (6) hours annually for the Nebraska State Fair. Each employee may be scheduled for training or special event duty with a minimum of seven (7) days notice prior to the commencement of the pay period and the training and special events bank hours may be added to the eighty (80) hour, two (2) week pay period up to eighty-six (86) hours and these hours shall not be eligible for overtime. Training and special events hours worked in excess of eighty-six (86) hours in a two week pay period will be eligible for over-time but will not be subtracted from the training and special events bank.

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

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

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

##### **A. HOLIDAYS**

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

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

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

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

No employee shall be eligible for holiday pay unless such employee was in an active pay status on his/her last regularly scheduled day before the holiday and his/her first regular day after the holiday. "Active Pay Status" shall mean any pay status other than leave without pay or suspension without pay. No compensatory time may be accrued in lieu of being paid Holiday Worked pay or Holiday Benefit pay.

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### **C. HOLIDAY LEAVE**

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Non-essential personnel shall use Holiday Leave when the holiday falls on a regular scheduled work day. Essential personnel may only use Holiday Leave in lieu of working any portion of their regularly scheduled shift on a holiday. The use of Holiday Leave requires supervisory approval and shall only apply one time per recognized holiday. In order to be compensated for a full twelve (12) hour or ten (10) hour shift, an employee must supplement with four (4) or two (2) hours of accrued leave.

### **D. HOLIDAY PAYWORKED AND HOLIDAY ONPAYBENEFIT**

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

For payroll purposes, Holiday Benefit is defined as an additional compensation at the employee's regular rate of pay for eight (8) hours if the employee works the holiday, or if the holiday falls on the employee's regularly scheduled day off. In order to be compensated for a full twelve (12) hour or ten (10) hour shift, an employee must supplement with four (4) or two (2) hours of accrued leave.

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

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

## **ARTICLE V PERSONAL LEAVE**

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

Sixteen (16) hours of personal leave will be granted to eligible employees each contract year. Sixteen (16) hours of personal leave will be given the first full pay period in October and must be taken by September 15<sup>th</sup>. Personal leave hours may be taken at any time and may be taken in one (1) hour increments. The time selected by the employee must have the prior approval of the employee's supervisor. The Chief or his or her

designees will make every effort to grant requested personal leave time; however, it must be approved in advance and will be granted on the basis of work requirements of the department. New employees who begin work on or after April 1 will not be eligible for personal leave until the following October 1. Employees will not be compensated for unused or expired personal leave.

## **ARTICLE VI VACATIONS**

### **A. ELIGIBILITY**

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

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

### **B. AMOUNT AUTHORIZED**

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

<u>Years of Employment</u>	<u>Hours of Vacation Earned</u>
1-4 years	88 hours
5-9 years	104 hours
10-14 years	132 hours
15-19 years	169 hours
20-22 years	184 hours
23 + years	202 hours

### **C. VACATION SCHEDULE**

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

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

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

## **E. VACATION CREDIT ON TERMINATION AND RETIREMENT**

Upon termination, an employee shall be paid for the unused portion of accumulated vacation leave provided such employee has completed twelve months of consecutive, full-time employment. An employee who has been separated shall not accrue vacation leave credits after his or her last day of actual work.

## **ARTICLE VII MEDICAL AND BEREAVEMENT LEAVE**

### **A. AMOUNT AUTHORIZED**

1. **Medical Leave.** Medical leave shall be credited into a medical leave account for each employee at the rate of eight (8) hours for each calendar month of service and may be taken in ½ hour increments.
2. **Bereavement Leave.** Bereavement leave shall be granted to eligible employees for up to twenty-four (24) hours per contract year. If the employee's regularly scheduled shift is other than eight (8) hours per day, the employee may use medical leave to supplement the difference of hours needed to cover the scheduled shift to accommodate for an absence of up to three (3) days if needed to cover their scheduled shift.

### **B. USE OF MEDICAL LEAVE**

Medical leave with pay must be accumulated before it can be taken and advancing medical leave is prohibited. Employees may utilize their allowances of medical leave when unable to perform their work duties by reason of personal illness, fatigue due to job related duties, noncompensable bodily injury, pregnancy, disease, or exposure to contagious diseases under circumstances in which the health of other employees or the public would be endangered by attendance on duty. Medical leave with pay may be utilized to keep medical or dental appointments. Medical leave may also be utilized for a maximum of two hundred (200) hours per contract year, per household to care for any members of an employee's immediate family or household. For purposes of medical leave, "immediate family member" shall mean a child, spouse, parent and parents-in-law. "Child" shall include a biological, adopted or foster child, a step-child, a legal ward, or a child of a person standing in "loco parentis".

### **C. USE OF BEREAVEMENT LEAVE**

Upon completion of one (1) year of continuous service, an employee shall be eligible to use up to twenty-four (24) hours of paid bereavement leave for the death of an immediate family member. For purposes of bereavement leave, "immediate family member" shall include son, daughter, sibling, spouse, parent, grandparent, grandchild, and in-laws of the same relation. Bereavement leave shall not exceed twenty-four (24) hours in any contract year.

### **D. MEDICAL LEAVE – REPORTS ON CONDITION**

When an employee finds it necessary to utilize medical leave, his or her supervisor should be notified immediately. An employee must keep the Police Chief informed of the employee's condition. An employee

may be required by the Police Chief to submit a medical record or certificate for any absence. Failure to fulfill these requirements may result in denial of medical leave.

#### **E. FRAUDULENT USE OF MEDICAL OR BEREAVEMENT LEAVE**

The Police Chief or his or her authorized representative may investigate any medical or bereavement leave taken by an employee. False or fraudulent use of medical or bereavement leave shall be cause for disciplinary action and may result in dismissal.

#### **F. NOTIFICATION**

If an employee is absent for reasons that entitle the employee to medical or bereavement leave, the employee or a member of employee's household shall notify the supervisor on duty at least thirty (30) minutes prior to scheduled reporting time. If an employee fails to notify the supervisor, when it was reasonably possible to do so, no medical or bereavement leave shall be approved. Immediately upon return to work the employee shall submit a leave form to his or her supervisor.

#### **G. COMPENSATION FOR UNUSED MEDICAL LEAVE AT RETIREMENT**

Each employee upon retirement shall be paid for thirty-seven and one-half percent (37.5%) of his or her accumulated medical leave, the rate of compensation to be based on the employee's salary at the time of retirement. The maximum accumulation in a medical leave account shall be one thousand two hundred eighty (1,280) hours. The compensation for the death of an employee not occurring in the line of duty shall be made to the employee's beneficiary or estate at the rate of thirty-seven and one-half percent (37.5%) of the medical leave account, not to exceed one thousand two hundred eighty (1,280) hours.

#### **H. COMPENSATION FOR UNUSED MEDICAL LEAVE UPON DEATH IN THE LINE OF DUTY**

If an employee is killed in the line of duty, there shall be paid ~~one hundred fifty~~ percent (~~50~~100%) of his or her accumulated medical leave, not to exceed one thousand two hundred eighty (1,280) hours. The rate of compensation is to be based upon the employee's salary at the time of death. Payment for this benefit shall be included in the final payroll check.

#### **I. FAMILY AND MEDICAL LEAVE ACT POLICY**

Employees shall be covered by the City's Family and Medical Leave Act Policy, as set forth in the Employee Reference Manual.

### **ARTICLE VIII**

#### **CALL IN PAY SPECIAL PAY**

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#### **A. CALL IN PAY**

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In the event that an employee is called in to work while off duty, the employee shall be paid for a minimum of two (2) hours at the one and one-half (1.5) times the regular rate of pay and for any additional time

worked thereafter. In the event that notification is made at least twenty one (21) days in advance, the employee will not qualify for call in pay.

#### **B. STANDBY PAY**

When an employee is directed to be on standby duty by the Chief of Police or designated Captain, the employee shall receive one (1) hour of straight time pay for each eight (8) hours of standby duty or any fraction thereof that occurs between regularly assigned duty shifts.

### **ARTICLE IX MILITARY LEAVE**

The provisions relating to military training leave are as provided by Section 55-160 Neb. Rev. Stat., 1943, et. Seqseq., as amended.

### **ARTICLE X COURT LEAVE**

#### **A. WHEN AUTHORIZED**

Any employee required to attend as a witness or in any other capacity directly related to his or her official duties, in any case during session of the juvenile court, county court, district court, mental health board, department of motor vehicles, or before any grand jury proceedings, during off-duty periods, shall be entitled to compensation at the rate of pay of 1.5 times the regular rate of pay for each appearance at a minimum of two hours or for the actual time, if longer. All appearances before any tribunal prior to its noon recess of any given day shall be considered one appearance. All appearances before any tribunal subsequent to its noon recess of any given day shall be considered one appearance. When the employee is testifying in other litigation to which he or she is a party, such employee shall not be granted court leave but may use vacation leave or compensatory time or be granted leave without pay for the length of such service. It is recognized that the court pay at the rate of 1.5 times the regular rate of pay is considered premium pay and court time shall not count as hours worked for the calculation of overtime.

#### **B. PROCEDURE**

An employee who is called for witness or jury duty shall present to his or her supervisor the original summons or subpoena from the court and, at the conclusion of such duty, a signed statement from the clerk of the court, or other evidence, showing the actual time in attendance at court.

#### **C. FEES**

Fees received for jury service in a federal, state, county, police or municipal court shall be deposited with the City Finance Director upon the employee's receipt thereof, provided, this requirement shall not apply to funds received by employees when they would not normally be on duty with the City. No employee shall receive witness fees paid from City funds.



## **ARTICLE XI DISABILITY**

1. If any police officer or sergeant becomes disabled, such employee shall be placed on the roll of pensioned police officers at the regular retirement pension of fifty percent (50%) of regular pay for the period of such disability. For purposes of this Article, "disability" shall mean the complete inability of the police officer, for reasons of accident or other cause while in the line of duty, to perform the duties of the police officer.
2. In the case of temporary disability of an employee covered by this agreement, received while in the line of duty, he or she shall receive his or her salary during the continuance of such disability for a period not to exceed twelve (12) months, except that if it is ascertained by the City Council or the proper municipal authorities within twelve (12) months of such temporary disability has become a disability as defined in the paragraph preceding, then the salary shall cease and he/she shall be entitled to the benefits for pension in the case of disability as provided by Nebraska statutes.
3. All payments of pension or salary provided by this Article shall be subject to deduction of amounts paid under the Nebraska Workers Compensation Act. Such payments shall not commence until all credit for unused annual or medical leave or other similar credits have been fully utilized by the disabled employee if there will be no impairment to his/her salary during the period of disability.
4. No employee covered by this agreement shall be entitled during any period of temporary disability to receive in full both his/her salary and his/her benefits under the Nebraska Workers Compensation Act. All Nebraska Workers Compensation benefits shall be payable in full to such police officer as provided in the Nebraska Workers Compensation Act, but all amounts paid by the City or its insurer under the Nebraska Workers Compensation Act to any disabled police officer entitled to receive a salary during such disability, shall be considered as payments on account of such salary and shall be credited thereon. The remaining balance of such salary, if any, shall be payable as otherwise provided by Nebraska law.
5. Pursuant to the waiting provisions in Section 48-119 of the Nebraska Workers Compensation Act, no workers compensation shall be allowed during the first seven (7) calendar days following the date of injury or date that temporary disability begins, unless the disability continues for six (6) weeks or longer. When the disability lasts less than six (6) weeks, an employee may use medical or vacation leave for the initial seven (7) days. If no other leave is available, the City shall grant the employee temporary disability leave. If the disability continues for six (6) weeks or longer, the employee will be credited with any medical or vacation leave taken during the initial waiting period.
6. While on leave due to a temporary disability while in the line of duty, the total compensation paid to an employee, including salary, wages, workers compensation benefits, and leave pay collected from any other party (except the employee's private insurance) shall not exceed the employee's salary at the time of the commencement of the leave, plus any allowed and approved cost of living increase which commences during the period of leave.
7. The City reserves the right of subrogation because of payment of temporary disability leave to any employee who is disabled or injured by a third party, and reserves the right to pursue collection from the employee of any money paid by the party to the extent of the City's payment of temporary disability leave. Should the employee receiving temporary disability leave collect from the third party for salary,

wages or expenses otherwise paid by the City, he or she will reimburse the City for money paid as temporary disability leave or expenses resulting from the injury.

8. Nothing in this Article shall be interpreted to mean that the City shall have the right to initiate civil litigation in the name of the employee against the party or representative or such party until after receiving consultation and advice of the employee and a signed waiver to that effect.
9. A light duty policy will be maintained by the City to accommodate employees who have been injured in the work place to return to work as soon as possible. The commencement of light duty work and/or modified duty work shall be five (5) calendar days from the date of injury. Any changes in shifts to accommodate the light duty work shall be made in the interim. Any employee who is medically released for light duty may commence light duty work and/or modified duty work earlier than the five (5) days from the date of injury if the employee is willing to do so. During the five (5) day period, between a date of injury and the beginning of light duty work and/or modified duty work, any employee who does not willingly return to light duty work, who is released by a doctor to do so, shall be required to take medical leave for any regularly scheduled shifts that are missed. If medical leave is unavailable to the employee, vacation leave may be used in lieu of medical leave. Day one shall constitute the date of injury, and day six shall be the day the employee begins light duty work.

If the employee continues to work full duty after the date of injury, the five (5) day notice shall begin on the date of the doctor appointment in which light duty work is recommended. Once an employee begins light duty work, the employee is required to continue light duty work until released for full duty or until the maximum light duty period expires pursuant to city policy.

## **ARTICLE XII GENERAL PROVISIONS CONCERNING LEAVE**

### **A. ABSENT WITHOUT APPROVAL**

An employee who is absent from duty without approval shall receive no pay for the duration of the absence and, unless there is a legitimate reason for the absence, shall be subject to disciplinary action, which may include dismissal.

### **B. AUTHORIZED LEAVE FORMS**

For all leave except medical leave, a written request on an authorized form, indicating the kind of leave, duration and dates of departure and return, must be approved prior to the taking of the leave. Unless an absence is substantiated by notation on an authorized form approved by the supervisor, an employee shall not be paid for any absence from scheduled work hours.

### **C. LEAVE COVERED BY FMLA**

Employees who anticipate taking leave governed by the FMLA are required to provide written notice of their intent as set forth in the City's FMLA Policy.

## **ARTICLE XIII**

## PENSION RETIREMENT PLAN

The City agrees that the employees covered under this agreement are covered under the pension plan as provided by state statutes, as amended.

### ARTICLE XIV FITNESS FOR DUTY

The City maintains the right to test for fitness for duty.

### ARTICLE XV RATES OF PAY FOR WORK PERFORMED

The rates of pay for work performed under this agreement shall be:

#### A. ~~2013-2016~~ – ~~2014-2017~~ FISCAL YEAR

Rates of pay from October 1, ~~2013-2016~~ through September 30, ~~2014-2017~~, for work performed in the various classes of work under this agreement shall be as shown on the ~~new~~ pay plan, attached hereto as Exhibit “A” and shall take effect the first full pay period of October ~~2013-2016~~. ~~For each fiscal year, the new rate of pay as outlined in the attached exhibits and for the following fiscal years once the salary adjustment is implemented, said new rate of pay and the salary adjustment shall take effect during the first full pay period in the month of October.~~

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#### B. ~~2014-2017~~ - ~~2015-2018~~ FISCAL YEAR

Effective in the first full pay period of October ~~2014-2017~~, ~~steps 1 through 9~~ of the pay ranges for police officer and police sergeant shall be adjusted by a salary adjustment of 2.5%. ~~Step 10 will be added and each officer or sergeant in step 9 on October 1, 2014 shall be eligible to move to step 10 on the first full pay period in March 2015. See Exhibit “B”. Beginning with the first full pay period of October 2017 the number of pay steps will be reduced from 11 steps to 10 steps as shown on Exhibit “B” attached hereto.~~

#### C. ~~2015-2018~~ – ~~2016-2019~~ FISCAL YEAR

Effective in the first full pay period of October ~~2015-2018~~, steps 1 through 10 of the pay ranges for police officer and police sergeant shall be adjusted by a salary adjustment of 2.5% as shown on Exhibit “C” attached hereto. ~~Step 11 will be added and movement through steps will occur as outlined in Article XVI. See Exhibit “C”.~~

#### D. PAY STEP UPON DEMOTION

An employee who fails to satisfactorily perform the duties of a classification into which he/she has been promoted may be demoted to the classification from which promoted. Such employee shall return to the same pay step held prior to promotion with the same regular status held prior to promotion.

#### E. COMPENSATORY TIME

In lieu of payment for overtime hours worked, the employee may elect to take compensatory time off. One and one-half (1½) hours of compensatory time shall be credited for each overtime hour worked. Unused accumulated compensatory time may be converted to overtime pay only upon termination of employment unless otherwise authorized by the Chief of Police. Compensatory time may not be used on a holiday. Compensatory time may be accumulated up to ~~ninety-six~~~~eighty-five~~ (85) hours annually (~~56.67~~~~64~~ actual hours worked) with the year commencing October 1. All compensatory time that is not used prior to the last pay period before September 30<sup>th</sup> of each year shall be paid out in cash to the employee at the regular hourly rate for the hours left in the compensatory time bank. The pay-out for the unused compensatory time shall occur in the last full pay period prior to ~~or on September 30<sup>th</sup>, if September 30<sup>th</sup> is the last pay period of said year~~ October 1. It shall be permissible to use less than eight (8) hours at a time. Compensatory time shall be used only with the approval of the Chief or the Chief's designated representative. Compensatory time must be recorded through the City payroll system.

#### F. FIELD TRAINING OFFICER

Any Police Officer assigned as a Field Training Officer shall, in addition to his/her regular salary, be paid \$1.00 per hour while actively working with a trainee or other issues directly concerning a trainee which may include: post shift reporting, training, periodic meetings and court appearances with the trainee.

#### G. LONGEVITY

Effective the first full pay period in October 2016, in addition to an employee's base salary provided for elsewhere in this Agreement, each employee of the bargaining unit shall annually receive longevity pay based upon the total length of service with the City. Such pay shall be effective beginning with the first full pay period following completion of the specified years of service. Payment shall be made on a prorated basis on each regular pay day. The following annual longevity pay rate schedule shall apply:

<u>10 years</u>	<u>\$ 645.50 (Beginning 11th Year)</u>
<u>15 years</u>	<u>\$ 830.50 (Beginning 16th Year)</u>
<u>20 years</u>	<u>\$1,032.50 (Beginning 21st Year)</u>
<u>25 Years</u>	<u>\$1,247.50 (Beginning 26th Year)</u>

#### H. SHIFT DIFFERENTIAL

Effective the first full pay period in January 2017, all employees who are regularly assigned to a shift whose majority of hours occur between 1800 hours and 0600 hours shall be paid an additional thirty-five cents (\$0.35) per hour. The shift differential shall be included as an addition to the employee's hourly rate.

### ARTICLE XVI PAY PLAN STRUCTURE

#### A. ADMINISTRATION OF PAY SCHEDULE

1. Officers and Sergeants will be considered for pay schedule step increases upon receiving satisfactory performance appraisals with said step increases to be effective on the first day of the pay period following the event for change according to the following schedule:

- |          |  |
|----------|--|
| Step 1.  | Entry level;   |
| Step 2.  | Upon successful completion of twelve (12) months of service in step 1 of the job classification and upon receiving a satisfactory performance appraisal;   |
| Step 3.  | Upon successful completion of twelve (12) months of service in step 2 of the job classification and upon receiving a satisfactory performance appraisal;   |
| Step 4.  | Upon successful completion of twelve (12) months of service in step 3 of the job classification and upon receiving a satisfactory performance appraisal;   |
| Step 5.  | Upon successful completion of twelve (12) months of service in step 4 of the job classification and upon receiving a satisfactory performance appraisal;   |
| Step 6.  | Upon successful completion of twelve (12) months of service in step 5 of the job classification and upon receiving a satisfactory performance appraisal;   |
| Step 7.  | Upon successful completion of twelve (12) months of service in step 6 of the job classification and upon receiving a satisfactory performance appraisal;   |
| Step 8.  | Upon successful completion of twelve (12) months of service in step 7 of the job classification and upon receiving a satisfactory performance appraisal;   |
| Step 9.  | Upon successful completion of twelve (12) months of service in step 8 of the job classification and upon receiving a satisfactory performance appraisal;   |
| Step 10. | <del>Beginning Fiscal Year 2014 — 2015: All police officers and police sergeants receiving a satisfactory performance appraisal will be eligible to move to step 10 during the first full pay period of March 2015. After that, all subsequent step movement from step 9 to step 10 will occur upon successful completion of twelve months (12) of service in step 9 of the job classification and upon receiving a satisfactory performance appraisal;</del><br><u>Upon successful completion of twelve (12) months of service in step 9 of the job classification and upon receiving a satisfactory performance appraisal;</u> |
| Step 11. | <del>Beginning in Fiscal Year 2015 — 2016 and upon</del> Upon successful completion of twelve (12) months of service in step 10 of the job classification and upon receiving a satisfactory performance appraisal.   |

Beginning with the first full pay period in October of 2017, step 11 will be eliminated resulting in a 10 step plan. Employees will be placed in the pay plan according to years of service. When applicable, placement will take into account additional pay step incentives applied at the time of hire for education, experience and/or certifications. Placement in the new step plan will not affect an employee's current step and appraisal anniversary date.

2. An employee who is promoted shall be placed in the step of the new pay grade that insures at least a three percent (3%) increase in pay. Upon successful completion of the six (6) month introductory period in the new position and upon receiving a satisfactory performance appraisal, an employee shall move to the next step in the pay scale.
3. The Mayor may evaluate the manner of performance of any employee, all employees, or any portion of the employees at any time during such employees' service. Any adjustments in the pay of such evaluated employees, including introductory employees' step adjustments, shall be effective on the first day of a pay period falling on or immediately after such adjustment.
4. Employees, prior to advancing in step or grade, shall be evaluated using the City's performance appraisal system. Such appraisal shall take place yearly. Should an employee receive an appraisal indicating unsatisfactory performance, that employee will not receive an increase in pay, other than increases in pay lines for each classification.
5. In no case shall any employee be advanced beyond the maximum rate of the pay grade for his/her class of position.

#### **B. INTRODUCTORY PERIOD**

As set forth in the Nebraska Civil Service Act and the Grand Island Civil Service Commission Rules and Regulations, no appointment, employment, or promotion in any position in the service shall be deemed complete until after the expiration of one year after certification by the Nebraska Law Enforcement Training Center for police officers.

### **ARTICLE XVII EMPLOYEE RELATIONS**

#### **A. GENERAL**

Every employee in the police division shall fulfill conscientiously the duties and responsibilities of his/her position. Every employee shall conduct himself or herself at all times in a manner which reflects credit on the service. Every employee shall be impartial in all official acts and shall in no way endanger nor give occasion for distrust of his/her impartiality.

#### **B. MEMBERSHIP IN F.O.P.**

The parties hereby agree that no officers, agents, representatives, members, or anyone connected with either party shall in any manner intimidate, coerce, restrain, or interfere with the rights of employees to form, join or assist labor organizations, or to refrain from any of these activities, including the right of employees to withdraw, revoke or cancel F.O.P. membership.

#### **C. DISCIPLINARY ACTION**

1. **Cause:** Cause for disciplinary action against any employee shall include any cause so specified in the Employee Personnel Rules of the City of Grand Island, the Police Department Policy and Procedures Manual and the rules and regulations of the City Civil Service Commission.
2. **Reprimand:** The Police Chief or designated representative may reprimand any employee for cause. Such reprimand may be in writing and addressed and presented to the employee who will initial receipt. A signed copy shall be delivered to the Mayor's office for inclusion in the employee's personnel file. The employee may submit an explanation or rebuttal.
3. **Civil Service:** It is agreed by the parties that all applicable provisions of the Rules and Regulations of the Grand Island Civil Service Commission are hereby made part of this agreement and by this reference made part hereof.

It is the policy of the City of Grand Island to provide a system of progressive discipline which affords an opportunity for the resolution of unsatisfactory employee performance or conduct. Such system shall include an appeal procedure to assure the equitable and consistent application of discipline.

Discipline may begin with the least severe disciplinary action and progress, if necessary, to more severe actions. However, the severity of the incident may warrant any level of initial disciplinary action.

## **ARTICLE XVIII GRIEVANCE PROCEDURE**

### **A. PROCEDURE**

An alleged grievance arising from an employee shall be handled in the following manner:

A grievance for the purpose of the agreement refers to a question of interpretation, application, and meaning of the terms of the labor agreement between the City and the F.O.P.

Employees shall raise and thoroughly discuss any matters of disagreement with their immediate supervisor in order to informally resolve as many matters as possible.

In reducing a grievance to writing, the following information must be stated with reasonable clearness:

The exact nature of the grievance, the act or acts of commission, the time and place of the act of commission or omission, the identity of the party or parties who claim to be aggrieved, the provisions of this agreement that are alleged to have been violated and the remedy which is sought.

In the event that satisfactory settlement is not or cannot be reached after the matter has been informally raised with the immediate supervisor, the following procedure shall be used in submission of a grievance.

1. **First Step** – Any employee who believes that he/she has a justifiable request or grievance shall discuss the request or complaint within five (5) calendar days with the Captain, with or without the F.O.P. representative being present, as the employee may elect, in an attempt to settle the same. If a grievance or request has not been satisfactorily resolved in Step One, it may be presented in writing and proceed to Step Two only if the F.O.P. representative determines that it

constitutes a meritorious grievance. A grievance to be considered beyond Step One must be filed in writing with the Police Chief on the form provided by the City.

2. **Second Step** – The Police Chief shall consider the grievance and notify the employee in writing within seven (7) calendar days after receipt of the grievance.
3. **Third Step** – If the grievance is not settled to the satisfaction of the employee, the employee or employee's representative shall present it in writing to the Mayor of the City or the Mayor's designated representative within seven (7) calendar days after the decision of the Police Chief. The Mayor or designated representative shall notify the employee of the decision made and of any action taken within ten (10) calendar days after receipt of the grievance.
4. **Fourth Step** – If the grievance is not settled to the satisfaction of the employee, he/she may appeal, within ten (10) days after receipt of the City's decision to a court of competent jurisdiction.

The grievant may use vacation leave to prepare or present the case. Nothing in this agreement shall prevent the grievant from including in his or her petition a prayer for remuneration for time expended in the preparation, trial, or other time lost relating to grievance under consideration.

## **B. GENERAL CONDITIONS**

All grievances shall be presented by the employee in person. The employee shall not be paid for any time used to present a grievance. An employee must obtain the permission of the immediate supervisor before leaving the job to present a grievance. (None of the above precludes the possibility of meetings at any step of the grievance procedure among the parties involved to discuss the issues and to attempt to settle them at that step). Nothing in the foregoing provisions shall be construed to apply to the extent, if any, that such provisions may become in conflict with a duly enacted statute of the state or a decision of the court of competent jurisdiction.

The time limits provided in this Article shall be strictly construed and the failure of any moving party to meet the time limits listed in this Article relative to the processing of the grievance shall constitute an unconditional acceptance of the remedy promulgated at the last step, or constitute a rescission of the act giving rise to the grievance, whichever is appropriate.

## **ARTICLE XIX OTHER BENEFITS**

### **A. MEDICAL, DENTAL AND LONG TERM DISABILITY INSURANCE**

The City agrees to provide health, dental, and long-term disability insurance during the term of this agreement for the employee and the employee's dependents at the same benefit level and employee contribution level as provided to non-union City employees under the City's general group insurance plans. The City's general insurance plans run from October 1 through September 30 of each year.

### **B. LIFE INSURANCE**



The City will provide a fifty thousand (\$50,000.00) life insurance policy for the employee. Such policy contains an option allowing the employee to purchase additional insurance. The premium for the optional insurance shall be paid by the employee.

#### C. DISCONTINUANCE OF INSURANCE

1. Except as provided under the City's Family and Medical Leave Act (FMLA) Policy, or otherwise as required by law, an employee who is on a leave of absence without pay will be removed from coverage under the City's hospitalization, dental and medical insurance plan on the first day of the month following the effective date of the leave and shall remain off the City's plan for the duration of said leave of absence. Upon expiration of such leave and upon return of the employee to active duty, he or she will receive coverage on the first day of the month following his/her return. If the leave of absence is not covered by the FMLA policy, the employee shall have the option of retaining coverage under the City's hospitalization, dental and medical insurance plan if the employee pays one-hundred percent (100%) of the premium cost during an approved leave of absence.
2. The employee will be required to pay the premium on the life insurance policy during any leave of absence. The employee shall pay both the City's premium and employee's premium, if any, during this period.

#### D. UNIFORM ALLOWANCE

The City shall provide for new employees covered under this contract upon hire, uniform items consisting of: ~~two-four~~ long sleeved shirts; ~~two-four~~ short sleeved shirts; ~~two-four~~ pairs of pants; one winter coat and body armor.

New hires shall be allowed to receive from the city, a loan for the amount needed to buy the required uniform and equipment not to exceed \$600.00 in addition to what is provided by the City at zero percent (0%) interest rate, with the loan to be repaid from the uniform allowance in its entirety until the loan is repaid in full.

All employees covered by this agreement shall be designated as uniformed officers for the City. The City shall provide a uniform allowance to be paid semi-annually at the rate of Three Hundred Twenty Five Dollars (\$325.00) ~~per pay period~~ per employee. The City shall provide to each employee covered by this agreement: brass, handcuffs, whistle, nightstick, case, flashlight, batteries for flashlight, a weapon, ammo clips and a belt.

The City shall replace body armor for each officer upon the failure of their body armor. A rotating schedule of replacement shall also be set up so that the body armor shall be replaced one time every five years by the City. The body armor shall be worn at all times by the employees while on duty unless a specific duty assigned, shall not require that the body armor be worn, and such exception to the mandatory wearing of body armor shall be signed specifically by the Chief of Police.

Costs for replacement of personal equipment that is damaged, broken, or lost in the course and scope of employment will be reimbursed by the City as provided below.

1. Prescription eyeglasses or contact lenses will be reimbursed up to a replacement value of two hundred (\$200) dollars.

2. Watches will be reimbursed up to a replacement value of one hundred (\$100) dollars.

#### **E. TUITION AND BOOK REIMBURSEMENT PROGRAM**

Tuition and book reimbursement shall be available, subject to the following restrictions, for the purpose of enhancing the knowledge and skills of employees to better perform their current duties:

1. **Qualification Process.** The determination of whether a request qualifies for the tuition reimbursement program shall be made by the Chief of Police based upon the following considerations:
  - a. Is there budget authority?
  - b. Is the book necessary for said course, job related?
  - c. Is there supervisor approval?
  - d. Is the employee requesting reimbursement eligible for other assistance programs?
2. **Approval Process.** To receive tuition reimbursement, the employee must submit a "Tuition Request Form", which shall contain the qualification information discussed above, as well as the employee's financial request prior to beginning the course. Reimbursement approval is limited as follows:
  - a. Base tuition and necessary books only. No reimbursement shall be allowed for other fees.
  - b. If the employee is eligible for other assistance programs, the City will provide secondary benefits only.
3. **Reimbursement Process.** Any employee requesting tuition reimbursement shall submit a grade report indicating a "B" or higher, and the tuition request form to the Chief of Police for inclusion in the next payroll period.
4. **Service Requirement.** Tuition reimbursement is available to regular status employees.
5. **Eligibility Requirements.** Tuition reimbursement shall be limited as follows:
  - a. Less than two (2) years of service: \$ 300.00
  - b. Two (2) to Five (5) years of service: \$ 600.00
  - c. Five (5) to Ten (10) years of service: \$2,000.00
  - d. Over ten (10) years of service: \$3,000.00

Said amounts are to be approved annually from October 1 through the end of the following September.

## **F. CAFETERIA PLAN**

The City agrees to maintain a pre-tax contribution plan for medical and hospitalization insurance as long as said plan is generally maintained for employees of the City. The employees covered by this contract shall be allowed to utilize said plan.

The City also agrees to maintain a cafeteria plan for health care reimbursement and dependent care assistance, and allow the employees covered by this contract to utilize such plan as long as such plan is maintained for city employees of the City of Grand Island.

## **G. EMPLOYEE ASSISTANCE PROGRAM**

The City agrees to allow the employees covered by this contract access to the Employee Assistance Program, as long as the City maintains such program.

# **ARTICLE XX SENIORITY**

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## **A. CONTINUOUS SERVICE**

Seniority shall be based on continuous length of service in a classification without a break or interruption; provided, that any suspension for disciplinary purposes, absence on authorized leave with pay, absence on authorized leave without pay, or lay-off for thirty (30) calendar days or less, shall not constitute a break of interruption of service within the meaning of this Article.

## **B. DATE OF ENTRY**

Seniority shall commence from the date an employee enters a classification.

## **C. LIST**

A list of employees arranged in order of seniority by classification shall be maintained and revised and updated as is necessary.

## **D. SAME DATE OF ENTRY**

Where two or more employees in the same classification were appointed on the same date, their seniority standing shall be determined by the Police Chief at that time and the individuals so notified.

## **E. SHIFT VACANCY ASSIGNMENT**

Seniority shall be a primary consideration in granting employees preference relative to shift assignments when filling a vacancy. It is understood that the Chief of Police, in the best interests of the operation of the Police Department, shall retain all authority to make assignments as required to properly staff the Police Department and may reassign an officer to another shift.

## **F. HIGHER CLASSIFICATION PREFERENCE**

When two or more employees are promoted to a new classification from different classifications, the employee promoted in the higher classification shall be senior.

#### **G. DAYS OFF VACANCY ASSIGNMENT**

Seniority shall be a consideration in the assigning of days off when filling a classification vacancy. Seniority shall not be used to change established work schedules.

### **ARTICLE XXI BILINGUAL PAY**

Eligible employees proficient in an approved second language shall be paid ~~one One thousand Thousand~~ Five hundred dollars (\$~~1,000~~1,500.00) per calendar year, such pay to be included in the second paycheck in November. The Chief of Police shall determine which languages are “approved” based upon the needs of the department as they relate to the population make-up of Grand Island.

A test shall be developed by the Human Resources Department to test the proficiency of the employee in each approved language before an employee is eligible for bilingual pay.

**ARTICLE XXII  
HEALTH INSURANCE COMMITTEE**

The City agrees to establish and maintain an employee advisory committee to aid in obtaining health and dental insurance.

**ARTICLE XXIII  
SAFETY COMMITTEE**

**A. MEMBERS**

There shall be a joint committee established, effective the date of ratification of this agreement, consisting of three (3) representatives of the City and three (3) members of the bargaining unit selected by the F.O.P. who shall, at regular intervals, meet to discuss safety problems, and if necessary, tour the premises. The first chairperson of said committee shall be a member of the F.O.P., said position thereafter to rotate annually between the City and the F.O.P.

**B. SUBJECTS**

All questions relating to safety, including equipment and procedures shall be considered proper subjects for discussion.

**C. COMMON CONCERN**

It is agreed by the parties that the question of safety is a common concern and to this end the parties agree to use all reasonable means of protecting the health and welfare of all employees.

**D. ADMINISTRATIVE REVIEW**

The recommendations of the safety committee shall be forwarded to the Chief of Police for review and consideration. The Chief of Police shall provide a response to such recommendations to both the Chief Administrative Officer of the City and the members of the safety committee within twenty (20) working days of receipt of the recommendation. An additional ten (10) working days will automatically be granted upon written request for additional time to respond. If no response has been made after the additional ten (10) days has elapsed, an F.O.P. representative on the committee may directly contact the Chief Administrative Officer for further action.

**ARTICLE XXIV  
MANAGEMENT RIGHTS**

**A. COLLECTIVE BARGAINING**

The City has endorsed the practices and procedures of collective bargaining as an orderly way to conduct its relations with this group of employees, provided, that the City, acting through its chief administrative officer of the City, retains the right to effectively operate in a reasonable and efficient manner to serve the best interests of all the citizens of the City.

## **B. RESERVED RIGHTS**

Except where limited by express provisions elsewhere in this agreement, nothing in the agreement shall be construed to restrict, limit, or impair the rights, powers and the authority of the City as granted to it under the laws of the State of Nebraska and City ordinances. These rights, powers and authority include, but are not limited to the following:

1. Discipline or discharge for cause whether arising under this agreement or City work rules.
2. Direct the work force.
3. Hire, assign or transfer employees.
4. Determine the mission of the City.
5. Determine the methods, means, number of personnel needed to carry out the City's mission.
6. Introduce new or improved methods or facilities.
7. Change existing methods or facilities.
8. Relieve employees because of lack of work.
9. Contract out for goods or services.
10. The right to classify jobs and to allocate individual employees to appropriate classifications based upon duty assignments. The City will not abolish or change any bargaining unit classifications for the purpose of depriving the bargaining unit employees of their benefits under this agreement.

## **C. SCOPE OF NEGOTIATIONS**

The parties acknowledge that they have had the opportunity to present and discuss proposals on any subject which is, or may be, subject to collective bargaining.

## **D. MATTERS NOT SPECIFICALLY MENTIONED**

Any and all matters not specifically mentioned in this agreement are reserved to the City. Such matters reserved to the City shall not be subject to grievance proceedings or negotiation during the life of this contract.

## **E. CHIEF ADMINISTRATIVE OFFICER**

All industrial relation functions of the City shall be handled by the chief administrative officer of the City or designated representative. The F.O.P. agrees that it shall deal with the City only through the chief administrative officer of the City or designated representative.

**ARTICLE XXV  
GENERAL PROVISIONS**

**A. F.O.P. CREDENTIALS**

No representative of the F.O.P. shall be permitted to come on any job site of the City for any reason without first presenting his/her credentials to the chief administrative officer of the City, Police Chief, or authorized representative, and obtaining permission.

**B. F.O.P. SOLICITATION**

The F.O.P. agrees that it or its members will not solicit membership in the F.O.P. or otherwise carry on F.O.P. activities during working hours or on City property, except with the written permission of the police Chief and or City Administrator.

**C. DISCRIMINATION**

The City agrees not to discriminate against any employee on the basis of race, creed, color, sex, age or national origin, as provided by law.

**D. F.O.P. INTERFERENCE**

The City and the F.O.P. agree not to interfere with the right of employees to become or not to become members of the F.O.P., and further that there shall be no discrimination or coercion against any employee because of F.O.P. membership or non-membership.

**E. F.O.P. BULLETIN BOARD**

The City shall permit the FOP to use one bulletin board designated by the Chief of Police for posting of FOP meetings and elections, reports of FOP committees and other notices or announcements that would be of benefit or of interest to the employees.

Posted materials shall not contain anything discriminatory or reflecting adversely upon the City or any of its employees. Any violation of this provision shall entitle the City to cancel immediately this provision of this Article and prohibit the FOP's further use of the bulletin board.

**ARTICLE XXVI  
STRIKES AND LOCKOUTS**

**A. STRIKES**

Neither the F.O.P. nor any officers, agents, or employees will instigate, promote, sponsor, engage in, or condone any strike, slowdown, concerted stoppage of work or any other intentional interruption of the operations of the City, regardless of the reason for so doing. The F.O.P. shall attempt in good faith at all times to keep its members on the job during periods of negotiations and hearings for the settlement of grievances. If employees strike or in any manner slow down or stop work without F.O.P. authorization, the F.O.P. shall notify the City of the facts involved with the incident. Any or all employees who violate any of the provisions of this

Article without F.O.P. sanction may be summarily discharged or disciplined by the City. Such discharge or discipline shall not be subject to grievance proceedings under any circumstances.

## **B. LOCKOUTS**

The City will not lock out any employee during the term of the agreement as a result of a labor dispute with the F.O.P.

## **ARTICLE XXVIII SEVERABILITY**

If any of the provisions of this agreement are subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statute or ordinances, all other provisions of this agreement shall remain in full force and effect for the duration of this agreement.

## **ARTICLE XXIX SCOPE OF AGREEMENT**

### **A. COMPLETE AGREEMENT**

The parties mutually agree that this agreement constitutes the entire agreement and understanding concerning all proper subjects of collective bargaining for the duration of the agreement between the parties and supersedes all previous agreements. This agreement shall not be modified, altered, changed or amended in any respect unless in writing and signed by both parties. There are no oral agreements nor is this agreement based upon any oral representation covering the subject matter of this agreement.

### **B. INTERPRETATION**

This agreement has been executed in accordance with the statutes and the laws of the State of Nebraska and the United States of America, and any dispute, disagreement, or litigation arising under this agreement shall be adjudged in accordance with the statutes and laws of the State of Nebraska and of the United States of America.

### **C. NEGOTIATIONS**

The parties agree that the negotiations preceding the signing of this agreement included negotiations on all proper subjects of bargaining and that all negotiations were conducted in accordance with all applicable federal and state requirements.

## **ARTICLE XXX C.I.R. WAIVER**

As a result of negotiations, and in consideration of this entire collective bargaining agreement, the F.O.P., on behalf of all of its members, hereby knowingly, intelligently, and voluntarily waives its right to file any proceedings with the Nebraska Commission of Industrial Relations alleging lack of comparability with respect to any wages, fringe benefits or any other conditions of employment with respect to the time period



between October 1, ~~2013-2016~~ through September 30, ~~2016~~2019. The parties specifically agree that this waiver does not pertain to claims, actions, or suits brought pursuant to Neb. Rev. Stat. §48-824 and §48-825.

## **ARTICLE ~~XXXI~~**

### **NON-DISCRIMINATION**

#### **A. PROHIBITION OF DISCRIMINATION**

All provisions of this agreement shall be applied equally to all employees in the bargaining unit without discrimination as to sex, race, religion, color, creed, protected age, disability, veteran status, national origin, political affiliation, union or non-union membership.

#### **B. GENDER REFERENCES**

All references to employees in this agreement designate both sexes, and whenever the male or female gender is used, such term shall be construed to include both male and female employees.

#### **C. A.D.A. COMPLIANCE**

In order to allow the City to deal directly with disabled employees and to maintain confidentiality as required by the Americans with Disabilities Act, the Union hereby waives its right to object to the City's good faith efforts to comply with the Americans with Disabilities Act with respect to employees in the bargaining unit. This waiver shall include, but is not limited to, the City's direct dealing with employees in the bargaining unit with respect to accommodations, and the obligation of the City to maintain confidentiality with respect to medical conditions or medical histories of employees in the bargaining unit.

## **ARTICLE ~~XXXI~~**

### **DURATION OF CONTRACT**

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#### **A. EXPIRATION**

This agreement shall be effective upon signature by both parties hereto, October 1, ~~2013-2016~~ and shall continue in effect until midnight, September 30, ~~2016~~2019. If a new and substitute agreement has not been duly entered into prior to the expiration date, all economic terms of the agreement shall continue in full force and effect unless modified in accordance and by implementation of the final offer of the City, or until a new agreement is reached, the Nebraska Commission of Industrial Relations (CIR) has made a determination, or the Nebraska Supreme Court has made a decision on appeal from any CIR decision, whichever of the above may be the first to occur.

#### **B. NEGOTIATIONS FOR NEW AGREEMENT**

The F.O.P. will contact the City to begin negotiations for a new agreement to take effect upon the termination of this agreement may begin any time after January 1, ~~2016-2019~~ but no later than February 1, ~~2016~~ 2019 and must be completed by May 30, ~~2016-2019~~ for budget preparation purposes.

### **C. CONTRACT NEGOTIATIONS**

Upon notification by either party, the parties shall mutually agree upon the time and place for the first negotiating session. Subsequent sessions shall be set by mutual agreement. Agreement in the setting of negotiating sessions shall not be unreasonably withheld by either party.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the  
\_\_\_\_ day of \_\_\_\_\_, ~~2013~~2016.

**GRAND ISLAND LODGE NO. 24 OF THE  
FRATERNAL ORDER OF POLICE,**

By: \_\_\_\_\_  
Jarret Daugherty, President, Lodge No. 24

**CITY OF GRAND ISLAND, NEBRASKA,  
A Municipal Corporation,**

By: \_\_\_\_\_  
~~Jay Vavrick~~Jeremy L. Jensen, Mayor

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

EXHIBIT A												
FY 2016- 2017												
		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11
POLICE OFFICER	HOURLY	20.9247	21.8450	22.8056	23.8085	24.8554	25.9485	27.0896	28.2809	29.5246	30.7646	32.0568
6005	BIWEEKLY	1,673.98	1,747.60	1,824.45	1,904.68	1,988.43	2,075.88	2,167.17	2,262.47	2,361.97	2,461.17	2,564.54
	MONTHLY	3,626.96	3,786.47	3,952.98	4,126.81	4,308.27	4,497.74	4,695.54	4,902.02	5,117.60	5,332.54	5,556.50
	ANNUAL	43,523.48	45,437.60	47,435.70	49,521.68	51,699.18	53,972.88	56,346.42	58,824.22	61,411.22	63,990.42	66,678.04
		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11
POLICE SERGEANT	HOURLY	26.1893	27.2727	28.4009	29.5758	30.7993	32.0734	33.4002	34.7819	36.2207	37.7419	39.3272
6010	BIWEEKLY	2,095.14	2,181.82	2,272.07	2,366.06	2,463.94	2,565.87	2,672.02	2,782.55	2,897.66	3,019.35	3,146.18
	MONTHLY	4,539.47	4,727.28	4,922.82	5,126.46	5,338.54	5,559.39	5,789.38	6,028.86	6,278.26	6,541.93	6,816.72
	ANNUAL	54,473.64	56,727.32	59,073.82	61,517.56	64,062.44	66,712.62	69,472.52	72,346.30	75,339.16	78,503.10	81,800.68

EXHIBIT B											
FY 2017 - 2018											
		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
POLICE OFFICER	HOURLY	21.4478	22.4889	23.5804	24.7251	25.9251	27.1835	28.5030	29.8864	31.3371	32.8582
6005	BIWEEKLY	1,715.82	1,799.11	1,886.43	1,978.01	2,074.01	2,174.68	2,280.24	2,390.91	2,506.97	2,628.66
	MONTHLY	3,717.61	3,898.07	4,087.27	4,285.69	4,493.69	4,711.81	4,940.52	5,180.31	5,431.77	5,695.43
	ANNUAL	44,611.32	46,776.86	49,047.18	51,428.26	53,924.26	56,541.68	59,286.24	62,163.66	65,181.22	68,345.16
		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
POLICE SERGEANT	HOURLY	26.8440	28.0845	29.3822	30.7401	32.1605	33.6467	35.2015	36.8280	38.5299	40.3104
6010	BIWEEKLY	2,147.52	2,246.76	2,350.58	2,459.21	2,572.84	2,691.74	2,816.12	2,946.24	3,082.39	3,224.83
	MONTHLY	4,652.96	4,867.98	5,092.92	5,328.29	5,574.49	5,832.10	6,101.59	6,383.52	6,678.51	6,987.13
	ANNUAL	55,835.52	58,415.76	61,115.08	63,939.46	66,893.84	69,985.24	73,219.12	76,602.24	80,142.14	83,845.58

EXHIBIT C											
FY 2018 - 2019											
		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
POLICE OFFICER	HOURLY	21.9840	23.0511	24.1699	25.3432	26.5732	27.8631	29.2156	30.6336	32.1205	33.6797
6005	BIWEEKLY	1,758.72	1,844.09	1,933.59	2,027.46	2,125.86	2,229.05	2,337.25	2,450.69	2,569.64	2,694.38
	MONTHLY	3,810.56	3,995.53	4,189.45	4,392.83	4,606.03	4,829.61	5,064.04	5,309.83	5,567.55	5,837.82
	ANNUAL	45,726.72	47,946.34	50,273.34	52,713.96	55,272.36	57,955.30	60,768.50	63,717.94	66,810.64	70,053.88
		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
POLICE SERGEANT	HOURLY	27.5151	28.7866	30.1168	31.5086	32.9645	34.4879	36.0815	37.7487	39.4931	41.3182
6010	BIWEEKLY	2,201.21	2,302.93	2,409.34	2,520.69	2,637.16	2,759.03	2,886.52	3,019.90	3,159.45	3,305.46
	MONTHLY	4,769.29	4,989.68	5,220.24	5,461.50	5,713.85	5,977.90	6,254.13	6,543.12	6,845.48	7,161.83
	ANNUAL	57,231.46	59,876.18	62,642.84	65,537.94	68,566.16	71,734.78	75,049.52	78,517.40	82,145.70	85,941.96

RESOLUTION 2016-253

WHEREAS, pursuant to Neb. Rev. Stat., §16-201, the City Of Grand Island (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 Fraternal Order of Police, Lodge #24 (FOP); and

WHEREAS, representatives of the City and the FOP met to negotiate a labor agreement, and

WHEREAS, the labor agreement specifies a salary adjustment for fiscal year 2016-2017 of 2.75%, fiscal year 2017-2018 of 2.5% and fiscal year 2018-2019 of 2.5%, and

WHEREAS, the City reached an agreement with the FOP 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 Labor Agreement by and between the City of Grand Island and the Fraternal Order of Police, Lodge #24 for the period of October 1, 2016 through September 30, 2019.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, on October 11, 2016.

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

Attest:

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

Approved as to Form	☐ _____
October 7, 2016	☐ City Attorney



# City of Grand Island

Tuesday, October 11, 2016

Council Session

## Item I-2

**#2016-254 - Consideration of Approving Agreement between the City of Grand Island and Grow Grand Island, Inc. for Community Enhancement Programs**

Staff Contact: Jerry Janulewicz

# **Council Agenda Memo**

**From:** Jerry Janulewicz, City Attorney

**Meeting:** October 11, 2016

**Subject:** Resolution and Proposed Agreement with Grow Grand Island, Inc.

**Presenter(s):** Jerry Janulewicz, City Attorney

## **Background**

At the primary election held May, 2016, the electorate of City approved by majority vote of the votes cast the imposition of an occupation tax of one and one-half percent (1½%) on the sale of all food and beverages presently subject to sales tax at commercial establishments in the City. The ballot measure directed the occupation tax shall be used for the following community enhancements:

1. The annual financial commitment to the Nebraska State Fair as required by state law;
2. Promote entertainment, agricultural and livestock shows, trade shows and similar events that will attract visitors to Grand Island;
3. Ongoing enhancement and development of recreational and athletic facilities such as hike, bike and recreational trails, ball fields and other community activity needs; and
4. Invest in community development projects and activities that stimulate progress and growth for Grand Island;

The Grow Grand Island initiative was expected to be the recipient of funds to accomplish numbers 2 and 4 listed above.

Grow Grand Island, Inc., a Nebraska nonprofit corporation (“GGI”), was organized and established through the effort of community minded individuals and organizations for the purpose of promoting, encouraging, and developing projects and programs to promote entertainment, agricultural and livestock shows, trade shows and similar events that will attract visitors to Grand Island and to invest in community development projects and activities that stimulate progress and growth for Grand Island.

City Administration believes it is in the best interests of the City, its citizenry, and the Grand Island community and area that the City enters into an agreement with GGI for the establishment, development, operation, and maintenance of community enhancement programs within the City.

### **Discussion**

The attached agreement outlines and authorizes Grow Grand Island, Inc. to receive funds and process grants on behalf of the City of Grand Island. Specifically, the proposed agreement provides for a two (2) year initial term with an automatic renewal or an additional two (2) year term unless notice of not renewal is provided; funding of \$500,000 per year from City's food and beverage tax revenue; funds must be used in accordance with state laws applicable to cities and the ballot measure approved by voters; accountability through quarterly reports and annual audits; security of funds through fidelity bonding, segregation of funds, and deposits of funds into FDIC insured accounts or accounts secured by collateral backed by the full faith and credit of the United States; and provisions for early termination for cause.

### **Alternatives**

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

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

### **Recommendation**

City Administration recommends that the Council approve the resolution which, if approved, provides authority for execution of the agreement on behalf of the City of Grand Island.

### **Sample Motion**

Move to approve the resolution approving the agreement with Grow Grand Island, Inc.



**AGREEMENT BY AND BETWEEN THE CITY OF GRAND ISLAND  
AND  
GROW GRAND ISLAND, INC. FOR COMMUNITY ENHANCEMENT PROGRAMS.**

This Agreement dated this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between the CITY OF GRAND ISLAND, a Nebraska municipal corporation (“City”) and GROW GRAND ISLAND, INC., a Nebraska nonprofit corporation (“GGI”),

WITNESSETH:

WHEREAS, at the primary election held May 2016, the electorate of the City approved by majority vote of the votes cast the imposition of an occupation tax on retailers of food and beverages at a rate of one and one-half percent on the sale of all food and beverages presently subject to sales tax at commercial establishments in the City; and

WHEREAS, the above-mentioned ballot measure directed the occupation tax shall be used for the following community enhancements:

1. The annual financial commitment to the Nebraska State Fair as required by state law;
2. Promote entertainment, agricultural and livestock shows, trade shows and similar events that will attract visitors to Grand Island;
3. Ongoing enhancement and development of recreational and athletic facilities such as hike, bike and recreational trails, ball fields and other community activity needs; and
4. Invest in community development projects and activities that stimulate progress and growth for Grand Island; and

WHEREAS, Nebraska Revised Statute Section 13-315 authorizes cities to expend up to four-tenths of one percent of the taxable valuation of the city for the purpose of encouraging immigration, new industries, and investment and to conduct and carry on a publicity campaign, including a publicity campaign conducted for the purpose of exploiting and advertising the various agricultural, horticultural, manufacturing, commercial, and other resources, including utility services, of the city. Such sum may be expended directly by the city or may be paid to the chamber of commerce or other commercial organization or a similar county organization or multicounty organization or local development corporation to be expended for the purposes enumerated in this section under the direction of the board of directors of the organization; and

WHEREAS, City desires to contract with a community based, private nonprofit corporation to assist and partner with the City for the development of programs, projects, and events specifically designed to promote entertainment, agricultural and livestock shows, trade shows and similar events that will attract visitors to Grand Island and community development projects and activities that stimulate progress and growth for Grand Island; and

WHEREAS, Grow Grand Island, Inc., a Nebraska nonprofit corporation (“GGI”), was organized and established through the effort of community minded individuals and organizations for the purpose of promoting, encouraging, and developing projects and programs to promote entertainment, agricultural and livestock shows, trade shows and similar events that will attract visitors to Grand Island and to invest in community development projects and activities that stimulate progress and growth for Grand Island; and

WHEREAS, GGI has and will obtain funds for its community enhancement programs through private and corporate contributions, grants, gifts, and other sources; and

WHEREAS, it is desirable for City and GGI to participate in a joint public-private effort for the purpose of promoting, encouraging, and developing community enhancement programs for Grand Island; and

WHEREAS, such joint public-private effort enhances efficiency, promotes cost savings and increases the effectiveness of community enhancement programs that would otherwise be realized through a separate private and a separate public program; and

WHEREAS, it is in the best interests of the City, its citizenry, and the Grand Island community and area that City contract with GGI, as set forth herein, for the establishment, development, operation, and maintenance of community enhancement programs within the City.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, City and GGI do hereby agree as follows:

Section 1.     Recitals. The recitals contained above are incorporated herein by this reference.

Section 2.     Purpose. Through a joint and collaborative effort between City and GGI, the purposes of this Agreement are: (a.) the promotion, encouragement, and development of projects and programs to promote entertainment, agricultural and livestock shows, trade shows and similar events that will attract visitors to Grand Island and (b.) investment in community development projects and activities that stimulate progress and growth for Grand Island, such project and programs, herein referred to as “community enhancement programs.”

Section 3. Term. The initial term of this project shall be for a period of twenty-four months commencing \_\_\_\_\_, the “initial term”. Subject to Sections 14 and 15, the term shall automatically renew for an additional term of 24 months (the “renewal term”).

Section 4. Projects. GGI shall promote, encourage, conduct, develop and fund community enhancement programs utilizing a combination of funds obtained through private and corporate contributions, grants, gifts, and other sources and through the funds hereby provided by City. Funds provided by City (the “City Funds”) shall be maintained in a segregated account and shall be expended solely as provided for herein.

Section 5. City Funds.

- a. City shall provide the following funds, derived from city’s occupation tax of food and beverage retailers in such amounts and such schedule as set forth herein:

November 1 of each year \$500,000.00 minimum.

Amount could increase with approval by the City Council.

Section 6. Limitation on Use. City Funds shall be utilized and expended by GGI solely for such project, programs and purposes that serve and carry out a public purpose as expressly authorized, necessarily or fairly implied in or incidental to those expressly authorized and those essential to the declared objects and purposes of a city of the first class as expressed by Nebraska statutes as from time to time amended. Such projects, programs and purposes shall encompass and be directed toward encouraging immigration, new industries, and investment and to conduct and carry on a publicity campaign, including a publicity campaign conducted for the purpose of exploiting and advertising the various agricultural, horticultural, manufacturing, commercial, and other resources, including utility services, of the city; to promote entertainment, agricultural and livestock shows, trade shows and similar events that will attract visitors to Grand Island; and investment in community development projects and activities that stimulate progress and growth for Grand Island. No more than 10% of the City Funds will be allowed to be used for employee and operation expenses.

Section 7. Approval by City Administrator. Prior to expending City Funds for a community enhancement project, a summary of the project including such detail and supporting documentation as required by City shall be submitted to City’s City Administrator or his or her designee for approval.

Section 8. Accounting. On an annual basis, GGI shall submit its financial audit to City. The audit shall be prepared by a Public Accountant or Public Accountancy firm licensed and authorized to engage in public accountancy within the State of Nebraska.

Section 9. Reports. On a quarterly basis GGI shall provide to City full and complete reports of its activities, programs and projects and an accounting of its receipt and expenditure of public and private funds. Said reports shall be in such form and include such detail as specified by City's Finance Director or his or her designee.

Section 10. Access to Records. During normal business hours, City shall be provided with access to review, inspect, and photocopy records of GGI pertaining to the funding and expenditure of public and private funds for community enhancement projects. Such records shall be maintained by GGI for not less than 60 months following termination of this agreement.

Section 11. Termination. Within 30 days of the expiration of the initial term or subsequent renewal term, or earlier termination as provided herein, all remaining and unobligated City Funds held by GGI shall be returned to and paid to City for deposit in City's food and beverage retailer occupation tax fund.

Section 12. Segregation of Funds. City Funds shall at all times be maintained by GGI on deposit in a national chartered bank in accounts fully insured by the FDIC or, if not fully insured, shall at all times be collaterally secured by a deposit of bonds that are either direct and general obligations of or are unconditionally guaranteed as to both principal and interest by the United States of America and having a market value at least equal to the amount by which the moneys on deposit. All interest received and all profits realized on account of any such investments or reinvestments shall be added to and become a part of city-provided funds and subject to the provisions of this agreement.

Section 13. Bond/Security. GGI shall, at its own expense, supply to city a fidelity bond issued by an insurance company licensed to do business in the State of Nebraska, insuring city against dishonesty or fraudulent acts of the employees of GGI in the amount of \$500,000.00 per employee.

Section 14. Termination for Default. In the event that City reasonably determines that GGI has failed to comply with the material terms of this Agreement in a timely manner ("Default"), City shall notify GGI in writing of the nature of the Default and of the corrective action to be taken. If corrective action is not commenced within 5 days after receipt of written notice and

completed within a reasonable time thereafter, then City may terminate this Agreement by written Notice of Termination to GGI, which termination shall take effect 30 days after delivery of the Notice of Termination. City further reserves the right to prohibit GGI from expending additional City-provided funds during the investigation of any alleged Default and pending corrective action by GGI or a decision by City to terminate the Agreement.

Section 15. Election to Terminate. Either party may elect to terminate this Agreement on the last day of the Initial Term by providing written notice of termination not less than 90 days prior to the end of the then current term. In the event that both parties fail to deliver written notice of an election to terminate, this Agreement will automatically renew for one additional Renewal Term as provided in Section 3. The automatic renewal of this Agreement shall terminate in the event of the termination of this Agreement prior to the expiration of the Initial Term pursuant to the terms of this Agreement.

Section 16. Discrimination. With respect to the activities conducted by it pursuant to this Agreement, GGI will not subject any person to discrimination on the basis of race, color, religion, sex, national origin or ancestry.

Section 17. Procurement. GGI shall adopt, subject to City's approval, a procurement policy that shall provide for open, competitive bidding for purchases of or contracts for materials, supplies, services or labor in the amount of \$20,000 or more and shall prohibit contracts between GGI and members of its board of directors and members of their families.

Section 18. Miscellaneous.

- a. Interpretation. Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders. Days, unless otherwise specified, shall be calendar days.
- b. Severability. In the event any covenant, condition or provision herein contained is held to be invalid by a court of competent jurisdiction, the invalidity of any such covenant, condition or provision shall in no way affect any other covenant, condition or provision herein contained, provided the invalidity of any such covenant, condition or provision does not materially prejudice either City or GGI in its respective rights and obligations contained in the valid covenants, conditions and provisions of this Agreement.

- c. Binding on Successors. Subject to the provisions of SECTION 21, this Agreement binds and inures to the benefit of the parties and their respective successors and assigns.
- d. Headings. The headings of the sections and exhibits of this Agreement are inserted for convenience only; they do not constitute part of this Agreement and are not to be used in its construction.
- e. Authority of City Administrator. Where this Agreement requires or permits City to act and no officer of the City is specified, the City Administrator of the City or the designated representative of the City Administrator has the authority to act on City's behalf.

Section 19. Hold Harmless. GGI shall, and does hereby agree to, have the right and obligation to defend, save, indemnify and hold the City, its corporate authorities, elected and appointed officials, officers, boards, commissions, legal counsel, employees and agents harmless from any injury, claim, demand, suit, judgment, execution, liability, debt, damages or penalty (the "Claims") arising out of resulting from, or alleged to arise out of or result from, GGI's performance of this Agreement..

Section 20. Insurance. In the event GGI regularly employs one or more persons under a contract of hire in the usual course of its business, GGI shall maintain the following insurance and furnish proof to the City Administrator that the foregoing insurance policies have been obtained in the form of a certificate of insurance.

- a. General Liability. General comprehensive liability insurance insuring both GGI and the City, and its officers, boards, commissions, elected and appointed officials, agents and employees, in the minimum amounts of:
  - \$1,000,000 for bodily injury or death to each Person;
  - \$1,000,000 for property damage resulting from any one accident; and
- b. Automobile. Automobile liability insurance with a limit of \$1,000,000 for each person and \$1,000,000 for each accident for property damage with respect to owned and non-owned automobiles for the operation of which GGI is responsible.
- c. Worker's Compensation. Worker's compensation Insurance within the statutory limits.

Section 21. Assignments, Transfers and Similar Actions. Neither the Agreement nor any rights or obligations of GGI pursuant to this Agreement shall be assigned, transferred, pledged, leased, sublet, hypothecated or mortgaged in any manner, in whole or in part, to any person, either by act of GGI, by operation of law or otherwise, without the prior consent of the City. Any such action completed without such prior consent of the City shall be a violation of this Agreement and shall, at the option of the City, which option may be exercised in the City's sole judgment and discretion, allow the City to initiate termination of this Agreement. The grant or waiver of any one or more of said consents shall not render unnecessary any subsequent consent or consents, nor shall the grant of any said consent constitute a waiver of any other rights of the City.

Section 22. Entire Agreement. This Agreement contains all of the agreements, representations, and understandings of the parties hereto, and, subject to the last sentence of this paragraph, supersedes and replaces any previous understandings, commitments, or agreements, whether oral or written.

Section 23. Third Party Beneficiaries. The provisions of this Agreement are intended solely for the benefit of City and GGI, and create no rights or obligations enforceable by any third party, including any creditor of City or GGI, except as otherwise provided by applicable law.

Section 24. Effectiveness Subject To Appropriation. The parties agree and acknowledge that it is a prerequisite to the effectiveness of this Agreement that moneys be appropriated in an amount sufficient to fund the obligations of City under this Agreement. City and GGI further agree that, in the event that the City Council does not appropriate the funding for this Agreement, it shall become null and void.

CITY OF GRAND ISLAND

GROW GRAND ISLAND, INC.

BY \_\_\_\_\_

Jeremy L. Jensen, Mayor

BY \_\_\_\_\_

ATTEST:

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

## R E S O L U T I O N   2016-254

WHEREAS, at the primary election held May, 2016, the electorate of City approved by majority vote of the votes cast the imposition of an occupation tax on retailers of food and beverages at a rate of one and one-half percent on the sale of all food and beverages presently subject to sales tax at commercial establishments in the City; and

WHEREAS, the above-mentioned ballot measure directed the occupation tax shall be used for the following community enhancements:

1. The annual financial commitment to the Nebraska State Fair as required by state law;
2. Promote entertainment, agricultural and livestock shows, trade shows and similar events that will attract visitors to Grand Island;
3. Ongoing enhancement and development of recreational and athletic facilities such as hike, bike and recreational trails, ball fields and other community activity needs; and
4. Invest in community development projects and activities that stimulate progress and growth for Grand Island; and

WHEREAS, Nebraska Revised Statute Section 13-315 authorizes cities to expend up to four-tenths of one percent of the taxable valuation of the city for the purpose of encouraging immigration, new industries, and investment and to conduct and carry on a publicity campaign, including a publicity campaign conducted for the purpose of exploiting and advertising the various agricultural, horticultural, manufacturing, commercial, and other resources, including utility services, of the city. Such sum may be expended directly by the city or may be paid to the chamber of commerce or other commercial organization or a similar county organization or multicounty organization or local development corporation to be expended for the purposes enumerated in this section under the direction of the board of directors of the organization; and

WHEREAS, City desires to contract with a community based, private nonprofit corporation to assist and partner with the City for the development of programs, projects, and events specifically designed to promote entertainment, agricultural and livestock shows, trade shows and similar events that will attract visitors to Grand Island and community development projects and activities that stimulate progress and growth for Grand Island; and

WHEREAS, Grow Grand Island, Inc., a Nebraska nonprofit corporation (“GGI”), was organized and established through the effort of community minded individuals and organizations for the purpose of promoting, encouraging, and developing projects and programs to promote entertainment, agricultural and livestock shows, trade shows and similar events that will attract visitors to Grand Island and to invest in community development projects and activities that stimulate progress and growth for Grand Island; and

Approved as to Form	by _____
October 7, 2016	City Attorney



WHEREAS, GGI has and will obtain funds for its community enhancement programs through private and corporate contributions, grants, gifts, and other sources; and

WHEREAS, it is desirable for City and GGI to participate in a joint public-private effort for the purpose of promoting, encouraging, and developing community enhancement programs for Grand Island; and

WHEREAS, such joint public-private effort enhances efficiency, promotes cost savings and increases the effectiveness of community enhancement programs that would otherwise be realized through a separate private and a separate public program; and

WHEREAS, it is in the best interests of the City, its citizenry, and the Grand Island community and area that City contract with GGI, as set forth herein, for the establishment, development, operation, and maintenance of community enhancement programs within the City.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Agreement between the City of Grand Island and Grow Grand Island, Inc. should be and is hereby approved.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 11, 2016.

---

Jeremy L. Jensen, Mayor

Attest:

---

RaNae Edwards, City Clerk



# City of Grand Island

Tuesday, October 11, 2016

Council Session

## Item I-3

**#2016-255 - Consideration of Approving EOC 911 Facility Design and Build Agreement**

Staff Contact: Jon Rosenlund

# **Council Agenda Memo**

**From:** Jon Rosenlund

**Meeting:** October 6, 2016

**Subject:** EOC 911 Facility Design and Build Agreement

**Presenter(s):** Jon Rosenlund

## **Background**

The Grand Island Emergency Center provides 911 services within the basement of City Hall. Alternate 911 capabilities are limited to simple equipment located at Grand Island Fire Station #1 and are not sufficient for complex or long term operations. The Emergency Management Department solicited a Request for Proposal for Design and Build services for a new facility that could function as full-scale 911 and Emergency Operations Center.

## **Discussion**

The Emergency Management Department has two major divisions, the Emergency Management Division and the 911 Communications Division. All Department operations are currently centered in City Hall. In continuing efforts to maintain sufficient 911 and Emergency Management operations in a disaster, the City Council directed the Emergency Management Department to solicit proposals for a new 911/EOC facility. Costs estimates for the new facility were estimated to be \$3.4 million. The current facility in the Grand Island City Hall would continue to be maintained as the alternate site for 911 and Emergency Management Operations.

In August 2016, the Emergency Management Department issued a Request for Proposals for Architectural Design & Build Services in order to secure a firm that can design and manage the construction of a full-time location for emergency 911 and emergency management.

The Department received proposals from three qualified applicants. Following a review process that evaluated a firm's relative experience with similar projects and the capability to complete the project in a timely and cost-effective manner, the Emergency Management Department recommends accepting the contract for services with Cannon Moss Brygger Architects. The contract with Cannon Moss Brygger includes an estimated

construction start date of April 20, 2017 and completion date of June 1, 2018. The basic service fee for this contract is 7.15% of construction costs based on a \$3.4 million project not to exceed a fee of \$250,000, plus reimbursable.

### **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 this bid award to Cannon Moss Brygger.

### **Sample Motion**

Move to approve Resolution #2016-255.



# Document B101™ – 2007

## Standard Form of Agreement Between Owner and Architect

**AGREEMENT** made as of the TWENTY-SECOND day of SEPTEMBER in the year TWO THOUSAND SIXTEEN

*(In words, indicate day, month and year.)*

**BETWEEN** the Architect's client identified as the Owner:  
*(Name, legal status, address and other information)*

CITY OF GRAND ISLAND  
100 E. FIRST ST., P.O. BOX 1968  
GRAND ISLAND, NE 68802

and the Architect:  
*(Name, legal status, address and other information)*

CANNON MOSS BRYGGER & ASSOCIATES PC  
208 N. PINE STREET, SUITE 301  
GRAND ISLAND NE 68801

for the following Project:  
*(Name, location and detailed description)*

CITY OF GRAND ISLAND  
EMERGENCY 911/OPERATIONS CENTER  
GRAND ISLAND, NEBRASKA

The Owner and Architect agree as follows.

### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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## TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

## EXHIBIT A CMBA BILLING RATES

### ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1:

THE DESIGN AND CONSTRUCTION ADMINISTRATION OF A NEW MAIN 911 EMERGENCY OPERATIONS CENTER LOCATED AT THE FIRE STATION NO. 1 SITE. BASIS WILL BE THE 2015 STUDY DONE BY CARLSON WEST POVANDRA (CWPA), WITH THE ADDITION OF A LINK TO THE STATION. PROBABLE COST AND OWNER'S BUDGET NEED TO BE CONFIRMED.

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

.1 Commencement of anticipated construction date:

APRIL 20, 2017

.2 Anticipated Substantial Completion date:

JUNE 1, 2018

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

### ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

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§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:

*(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)*

.1 General Liability

\$1,000,000 Per Occurrence  
\$2,000,000 Aggregate

.2 Automobile Liability

\$1,000,000 Combined Single Limit for Bodily Injury and Property Damage

.3 Workers' Compensation

\$100,000 Each Accident  
\$100,000 Disease – Each Employee  
\$500,000 Disease – Policy Limit

.4 Professional Liability

\$3,000,000 Per Occurrence  
\$3,000,000 Aggregate

### ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded

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3

by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

## § 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

## § 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and

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describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

#### § 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

#### § 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

##### § 3.5.1 GENERAL

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

##### § 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by

- .1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- .2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- .3 organizing and conducting a pre-bid conference for prospective bidders;
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- .5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

### § 3.5.3 NEGOTIATED PROPOSALS

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by

- .1 procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors; and
- .3 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

### § 3.6 CONSTRUCTION PHASE SERVICES

#### § 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

#### § 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

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§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

### § 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

### § 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be

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entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

#### § 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

#### § 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

### ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.

*(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)*

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Additional Services		Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1	Programming (B202™–2009)	NOT PROVIDED	
§ 4.1.2	Multiple preliminary designs	NOT PROVIDED	
§ 4.1.3	Measured drawings	NOT PROVIDED	
§ 4.1.4	Existing facilities surveys	NOT PROVIDED	
§ 4.1.5	Site Evaluation and Planning (B203™–2007)	NOT PROVIDED	
§ 4.1.6	Building Information Modeling (E202™–2008)	NOT PROVIDED	
§ 4.1.7	Civil engineering	ARCHITECT	
§ 4.1.8	Landscape design	NOT PROVIDED	
§ 4.1.9	Architectural Interior Design (B252™–2007)	NOT PROVIDED	
§ 4.1.10	Value Analysis (B204™–2007)	NOT PROVIDED	
§ 4.1.11	Detailed cost estimating	NOT PROVIDED	
§ 4.1.12	On-site Project Representation (B207™–2008)	NOT PROVIDED	
§ 4.1.13	Conformed construction documents	NOT PROVIDED	
§ 4.1.14	As-Designed Record drawings	NOT PROVIDED	
§ 4.1.15	As-Constructed Record drawings	NOT PROVIDED	
§ 4.1.16	Post occupancy evaluation	NOT PROVIDED	
§ 4.1.17	Facility Support Services (B210™–2007)	NOT PROVIDED	
§ 4.1.18	Tenant-related services	NOT PROVIDED	
§ 4.1.19	Coordination of Owner's consultants	NOT PROVIDED	
§ 4.1.20	Telecommunications/data design	NOT PROVIDED	
§ 4.1.21	Security Evaluation and Planning (B206™–2007)	NOT PROVIDED	
§ 4.1.22	Commissioning (B211™–2007)	NOT PROVIDED	
§ 4.1.23	Extensive environmentally responsible design	NOT PROVIDED	
§ 4.1.24	LEED® Certification (B214™–2012)	NOT PROVIDED	
§ 4.1.25	Fast-track design services	NOT PROVIDED	
§ 4.1.26	Historic Preservation (B205™–2007)	NOT PROVIDED	
§ 4.1.27	Furniture, Furnishings, and Equipment Design (B253™–2007)	NOT PROVIDED	

(Paragraphs deleted)

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;

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- .5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of bidders or persons providing proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 TWO ( 2 ) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 ONE ( 1 ) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .3 ONE ( 1 ) inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within TWENTY-FOUR ( 24 ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

## ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

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10



§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

## ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared

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11

(825707107)

by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

## ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the

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(825707107)

12



Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

## ARTICLE 8 CLAIMS AND DISPUTES

### § 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

### § 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

(Paragraphs deleted)

#### **§ 8.3.4 CONSOLIDATION OR JOINDER**

**§ 8.3.4.1** Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

**§ 8.3.4.2** Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

**§ 8.3.4.3** The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

#### **ARTICLE 9 TERMINATION OR SUSPENSION**

**§ 9.1** If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

**§ 9.2** If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

**§ 9.3** If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

**§ 9.4** Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

**§ 9.5** The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

**§ 9.6** In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

**§ 9.7** Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

**§ 9.8** The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

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## ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

## ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

*(Insert amount of, or basis for, compensation.)*

BASIC SERVICES FEE: 7.15% OF THE TOTAL COST OF CONSTRUCTION BASED ON A \$3,400,000 PROJECT NOT TO EXCEED A FEE OF \$250,000, PLUS REIMBURSABLES

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:

*(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)*

### HOURLY RATES AT THE TIME OF SERVICE

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:

*(Insert amount of, or basis for, compensation.)*

## HOURLY RATES AT THE TIME OF SERVICE

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus zero percent ( 0 %), or as otherwise stated below:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase	TWENTY	percent (	20	%)
Design Development Phase	NINETEEN	percent (	19	%)
Construction Documents Phase	THIRTY-EIGHT	percent (	38	%)
Bidding or Negotiation Phase	THREE	percent (	3	%)
Construction Phase	TWENTY	percent (	20	%)
Total Basic Compensation	ONE HUNDRED	percent (	100	%)

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect are set forth below. The rates shall be adjusted in accordance with the Architect's normal review practices.

*(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

Exhibit A: CMBA 2016 Hourly Billing Rates

*(Table deleted)*

### § 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

CWPA Reimbursables to be capped at \$1,500, plus mileage

CMBA Reimbursables as follows:

.1 Transportation and authorized out-of-town travel and subsistence if required;

.2 Fees paid for securing approval of authorities having jurisdiction over the Project;

*(Paragraphs deleted)*

.3 Printing and distribution of construction documents by A&D Technical Supply;

.4 Renderings, models, mock-ups, professional photography, and presentation materials if requested by the Owner;

*(Paragraph deleted)*

.5 All taxes levied on professional services and on reimbursable

*(Paragraphs deleted)*

expenses.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus TEN percent ( 10 %) of the expenses incurred.

### § 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project.



## § 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of ZERO (\$ 0.00 ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid THIRTY (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.  
(Insert rate of monthly or annual interest agreed upon.)

%

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

## ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

§ 12.1 This Agreement shall be governed by the laws of Nebraska.

### § 12.2 Insurance Limitations

The Architect agrees to maintain a claims-made policy with limits in the aggregate amount of Two Million and no/100 Dollars (\$2,000,000.00) for a period of one (1) year after substantial completion of the project. No claim shall be made against the Architect, his agents, consultants and/or employees more than ten (10) years after substantial completion of the project. If the Owner elects additional coverage beyond the Architect's limits, the Owner shall notify the Architect and pay for such additional coverage. If the Owner elects not to require additional coverage; he agrees to look solely to the amounts available under the Architect's professional liability insurance policy for any claim arising out of, in connection with, or resulting from work under liability (direct or indirect) to the Owner, or anyone claiming through the Owner, for any alleged error, omission or other claims except to the extent of the limits of such insurance.

### § 12.3 Electronic Medium

Because electronic data can be modified by persons (intentionally or otherwise) without notification to the author of said documents, the Architect reserves the right to remove all indication of his ownership and involvement in any electronic documents not held in his possession. Release of electronic data (with or without Architect's name on it) absolutely does not constitute release regarding usage thereof.

Owner may request and the Architect shall provide, electronic files for Owner's use in the operation and maintenance of the Project. Owner understands that such files are not a product and that the Architect makes no warranties either expressed or implied, or merchantability for a particular purpose. Owner understands and accepts that electronic files deteriorate and can be modified inadvertently or otherwise without authorization of the Architect. Owner understands that electronic files are not contract documents and, in the event of a conflict, printed hard copy drawings and specifications issued by Architect shall take precedence to electronic media. Architect makes no representations as to compatibility, usability or readability of the electronic files resulting from the use of software, application packages, operating systems or hardware differing from those of Architect.

### § 12.4 Hazardous Waste

Any hazardous waste or asbestos-containing material required to be tested, identified, removed, encapsulated or otherwise contained during the course of this project will be the responsibility of the Owner or their contractor(s). The Architect will be indemnified from any and all liability due to the removal, encapsulation or containment of all such identified hazardous materials.

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### ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

.1 AIA Document B101™-2007, Standard Form Agreement Between Owner and Architect  
(Paragraphs deleted)

This Agreement entered into as of the day and year first written above.

OWNER

(Signature)

JEREMY JENSEN, MAYOR  
CITY OF GRAND ISLAND

(Printed name and title)

ARCHITECT

(Signature)

JAMES R. BRISNEHAN  
PRINCIPAL/ARCHITECT

(Printed name and title)

Steve R. Wankhof  
Asst. City Attorney  
10/6/16

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18


**CANNON MOSS BRYGGER ARCHITECTS**

SIOUX CITY, IA ▪ DES MOINES, IA ▪ SPENCER, IA ▪ GRAND ISLAND, NE

**2016 STANDARD BILLING RATES**
*Rates are reviewed and adjusted periodically including, but not limited to, calendar year reviews.*

PRINCIPAL .....	\$170
ASSOCIATE PRINCIPAL.....	\$125
ASSOCIATE .....	\$125
SENIOR ARCHITECT .....	\$170
ARCHITECT III .....	\$120
ARCHITECT II.....	\$115
ARCHITECT I.....	\$95
INTERN ARCHITECT II.....	\$90
INTERN ARCHITECT I.....	\$80
PROJECT MANAGER III .....	\$145
PROJECT MANAGER II.....	\$120
PROJECT MANAGER I.....	\$90
STRUCTURAL ENGINEER II .....	\$155
STRUCTURAL ENGINEER I.....	\$125
ENGINEER-IN-TRAINING .....	\$90
TECHNICIAN II .....	\$80
TECHNICIAN I .....	\$75
INTERIOR DESIGNER III.....	\$100
INTERIOR DESIGNER II.....	\$80
INTERIOR DESIGNER I .....	\$75
GRAPHIC DESIGNER.....	\$85
CLERICAL .....	\$60

RESOLUTION 2016-255

WHEREAS, the City of Grand Island invited responses to a Request for Proposals for Architectural Services for design and construction of a facility for a main 911 and emergency operations center; and

WHEREAS, on September 1, 2016, submittals were received, opened and reviewed for capabilities to create such a facility and the ability to timely provide schematic drawings and cost estimate for each option; and

WHEREAS, Cannon Moss Brygger Architects was found to hold the most applicable qualifications and has submitted a contract for services of 7.15% of construction costs on a \$3.4 million project not to exceed a fee of \$250,000, plus reimbursables.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the submitted contract of Cannon Moss Brygger Architects in the amount of \$250,000, plus reimbursables for Architectural Services is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 11, 2016.

\_\_\_\_\_  
Jeremy Jensen, Mayor

Attest:

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

Approved as to Form	☐ _____
October 7, 2016	☐ City Attorney





# City of Grand Island

Tuesday, October 11, 2016

Council Session

## Item J-1

### **Approving Payment of Claims for the Period of September 28, 2016 through October 11, 2016**

*The Claims for the period of September 28, 2016 through October 11, 2016 for a total amount of \$3,930,269.16. A MOTION is in order.*

Staff Contact: Renae Griffiths