City of Grand Island

Tuesday, April 9, 2013
Council Session Packet

City Council:

Linna Dee Donaldson
Scott Dugan
John Gericke
Peg Gilbert
Chuck Haase
Julie Hehnke
Vaughn Minton
Mitchell Nickerson
Bob Niemann
Mike Paulick

Mayor:

Jay Vavricek

City Administrator:

Mary Lou Brown

City Clerk:

RaNae Edwards

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

Call to Order

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

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

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

Pledge of Allegiance

Roll Call

A - SUBMITTAL OF REQUESTS FOR FUTURE ITEMS

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

B - RESERVE TIME TO SPEAK ON AGENDA ITEMS

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

City of Grand Island

Tuesday, April 9, 2013

Council Session

Item C-1

Recognition of Donald Jelinek, Senior Engineering Technician with the Utilities Department for 40 Years with the City of Grand Island

The Mayor and City Council will recognize Donald Jelinek, Senior Engineering Technician with the Utilities Department for 40 years of service with the City of Grand Island. Mr. Jelinek was hired on March 3, 1973 as an Engineering Aide I, was promoted to Engineering Aide II on September 1, 1975, promoted to Engineering Aide III on April 16, 1979, and moved to his current position of Senior Engineering Technician on September 1, 1992. We congratulate and thank Mr. Jelinek for his dedication and service to the City of Grand Island.

Staff Contact: Mayor Jay Vavricek

Forty Year Service Award

WE HEREBY EXPRESS OUR SINCERE APPRECIATION TO

DONALD JELINEK

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

City of GRAND ISLAND

Department Director — Date: 3-3-13

Mayor — Date: 2-21-13

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City of Grand Island

Tuesday, April 9, 2013
Council Session

Item C-2

Proclamation “Equal Pay Day” April 9, 2013

Studies show that women and people of color continue to suffer the consequences if inequitalbe pay defferentials. The YWCA is dedicated to eliminating racism, empowering women, and promoting peace, justice, freedom and dignity for all. Tuesday, April 9th symbolizes the time in the new year in which the wages paid to American women catch up to the wages paid to men from the previous year. The Mayor has proclaimed, Tuesday, April 9, 2013 as "Equal Pay Day". See attached PROCLAMATION.

Staff Contact: Mayor Jay Vavricek

THE OFFICE OF THE MAYOR
City of Grand Island
State of Nebraska

PROCLAMATION

WHEREAS, the motto of the YWCA is "eliminating racism and empowering women; and

WHEREAS, the YWCA is dedicated to eliminating racism, empowering women, and promoting peace, justice, freedom and dignity for all; and

WHEREAS, forty years after the passage of the Equal Pay Act and Title VII of the Civil Rights Act, women and people of color continue to suffer the consequences of inequitable pay differentials; and

WHEREAS, according to statistics released in 2012 by the U.S. Census Bureau, year-round, full-time working women in 2011 earned only 77% of the earnings of year-round, full-time working men, indicating little change or progress in pay equity; and

WHEREAS, according to a January 2002 report released by the General Accounting Office (the investigative arm of Congress), women managers in 7 of 10 industries surveyed, actually lost ground in closing the wage gap between 1995 and 2000; and

WHEREAS, according to an analysis of data in over 300 classifications provided by the U.S. Department of Labor Statistics in 2001, women earn less in every occupational classification for which enough data is available, including occupations dominated by women (e.g., cashiers, retail sales, registered nurses and teachers); and

WHEREAS, higher education is not free from wage discrimination according to a U.S. Department of Education analysis, reporting that, after controlling for rank, age, credentials, field of study and other factors, full-time female faculty members earn nearly 9% less than their male counterparts; and

WHEREAS, the average earnings for a woman in the state of Nebraska is 79% based on information obtained from U.S. Census Bureau. (2012); and

WHEREAS, over a working lifetime, this wage disparity costs the average American woman and her family $700,000 to $2 million in lost wages, impacting Social Security benefits and pensions; and

WHEREAS, fair pay equity policies can be implemented simply and without undue costs or hardship in both the public and private sectors; and

WHEREAS, fair pay strengthens the security of families today and eases future retirement costs, while enhancing the American economy; and

WHEREAS, Tuesday, April 9 symbolizes the time in the new year in which the wages paid to American women catch up to the wages paid to men from the previous year.

NOW, THEREFORE, I, Jay Vavricek, Mayor of the City of Grand Island, Nebraska, do hereby proclaim Tuesday, April 9, 2013 as

"EQUAL PAY DAY"

in the City of Grand Island, and encourage all citizens of Hall County, Nebraska to recognize the full value of women's skills and significant contributions to the labor force, and further encourages businesses to conduct an internal pay evaluation to ensure women are being paid fairly.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the City of Grand Island to be affixed this ninth day of April in the year of our Lord Two Thousand and Thirteen.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

City of Grand Island

Tuesday, April 9, 2013
Council Session

Item C-3

Proclamation “Be Kind to Animals Week” May 4 – 11, 2013

The second week of May has been set aside nationally to observe the philosophy of kindness to animals for the past 99 years. The Central Nebraska Humane Society will kick off this celebratory week with a "Walk for the Animals" on Saturday, May 4, 2013. This walk is to raise funds for animal protection, education, and adoption programs. The Mayor has proclaimed the week of May 4-11, 2013 as "Be Kind to Animals Week". See attached PROCLAMATION.

Staff Contact: Mayor Jay Vavricek

THE OFFICE OF THE MAYOR
City of Grand Island
State of Nebraska

PROCLAMATION

WHEREAS, we have been endowed not only with the blessings and benefits of our animal friends, but also with a firm responsibility to protect these creatures from need, fear and suffering; and

WHEREAS, we recognize that instilling attitudes of kindness, consideration, and respect for all living things through humane education in the schools and the community helps provide the basic values on which a humane and civilized society is built; and

WHEREAS, the people of Grand Island are indebted to their animal care and control agencies for their invaluable contribution in caring for lost and unwanted animals, and in promoting a true working spirit of kindness and consideration for animals in the hearts and minds of all people; and

WHEREAS, the second week of May has been set aside nationally to observe the philosophy of kindness to animals for the past 99 years; and

WHEREAS, the Central Nebraska Humane Society will kick off this celebratory week with a "Walk for the Animals" on Saturday, May 4, 2013, to raise funds for animal protection, education, and adoption programs.

NOW, THEREFORE, I, Jay Vavricek, Mayor of the City of Grand Island, Nebraska, do hereby proclaim the week of May 4-11, 2013 as

"Be Kind to Animals Week"

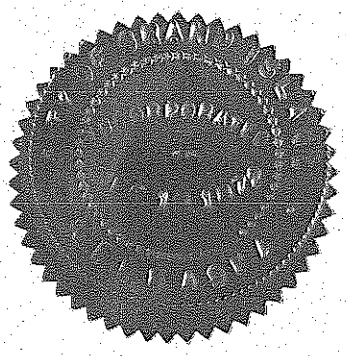
in the City of Grand Island, and encourage all citizens to support and participate in the entral Nebraska Humane Society's events and programs to recognize this week.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the City of Grand Island to be affixed this ninth day of April in the year of our Lord Two Thousand and Thirteen.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, April 9, 2013

Council Session

Item E-1

Public Hearing on Acquisition of Utility Easement - 3524 Farmstead Road - Oseka Homes, LLC

Staff Contact: Tim Luchsinger, Utilities Director

Council Agenda Memo

From: Robert H. Smith, Asst. Utilities Director

Meeting: April 9, 2013

Subject: Acquisition of Utility Easement – 3524 Farmstead Road – Oseka Homes

Item #'s: E-1 & G-3

Presenter(s): Timothy Luchsinger, Utilities Director

Background

Nebraska State Law requires that acquisition of property must be approved by City Council. The Utilities Department needs to acquire an easement relative to the property of Oseka Homes, LLC, located at 3524 Farmstead Road, in Hall County, in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers.

Discussion

This easement will be used to place a single phase pad-mounted transformer to provide electrical service to a new home being constructed on the property.

Alternatives

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

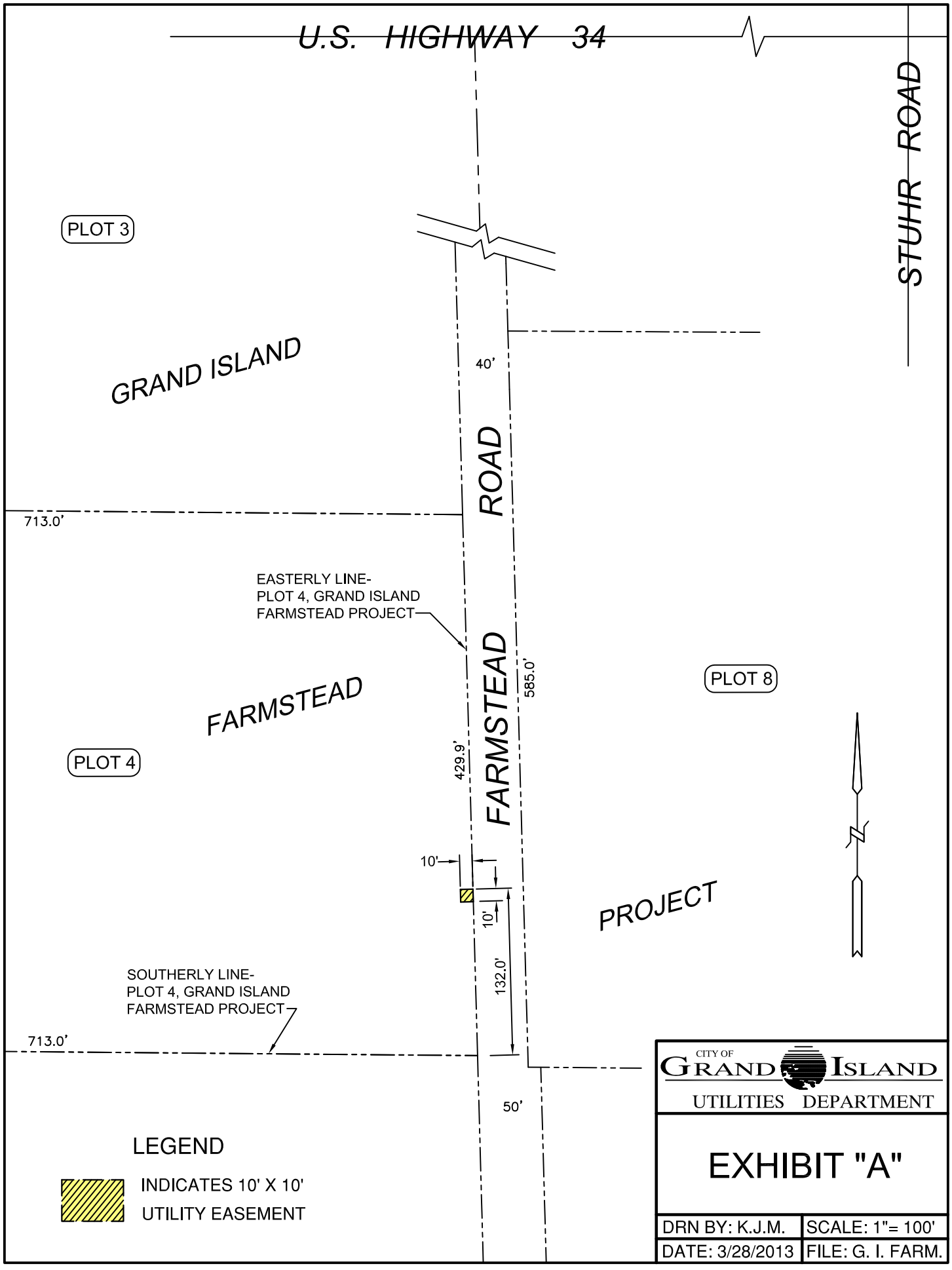
1. Make a motion to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

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

Sample Motion

Move to approve acquisition of the Utility Easement.


U.S. HIGHWAY 34
STUHR ROAD
PLOT 3
GRAND ISLAND
40'
ROAD
713.0'
EASTERLY LINE-
PLOT 4, GRAND ISLAND
FARMSTEAD PROJECT
FARMSTEAD
585.0'
PLOT 8
PLOT 4
429.9'
FARMSTEAD
10'
10'
PROJECT
132.0'
SOUTHERLY LINE-
PLOT 4, GRAND ISLAND
FARMSTEAD PROJECT
713.0'
50'
LEGEND
INDICATES 10' X 10'
UTILITY EASEMENT
CITY OF GRAND ISLAND
UTILITIES DEPARTMENT
EXHIBIT "A"
DRN BY: K.J.M.
SCALE: 1"= 100'
DATE: 3/28/2013
FILE: G. I. FARM.

City of Grand Island

Tuesday, April 9, 2013
Council Session

Item F-1

#9424 - Consideration of Amending Salary Ordinance

Staff Contact: Brenda Sutherland

Council Agenda Memo

From: Brenda Sutherland, Human Resources Director

Meeting: April 9, 2013

Subject: Consideration of Approving Salary Ordinance No. 9424

Item #'s: F-1

Presenter(s): Brenda Sutherland, Human Resources Director

Background

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

Discussion

An ordinance is being brought forward for Council consideration to support the recommendations made by Public Works to add the positions of Wastewater Plant Project Manager with a salary range of $29.5060 - $41.5140 and Wastewater Plant Regulatory Compliance Manager with a salary range of $25.2356 - $35.5355. Public Works is also recommending the deletion of the positions of Wastewater Plant Process Supervisor and Wastewater Engineering/Operations Superintendent.

Additionally this salary ordinance will support the recommendations made by the Fire Department to add the positions of Life Safety Inspector with a salary range of $19.5217 - $27.6989 and Shift Commander with a salary range of $20.0200 - $26.7093.

The last recommended change is the removal of the reference to the voluntary uniform allowance in Section 8 for Engineering Technician Supervisor as this position was removed in Ordinance 9268.

Alternatives

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

1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date

4. Take no action on the issue

Recommendation

Recommend approval of Salary Ordinance No. 9424.

Sample Motion

Move to approve Salary Ordinance No. 9424.

ORDINANCE NO. 9424

An ordinance to amend Ordinance 9413 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 non-union positions and salary ranges ~~of for Crime Analyst~~ Life Safety Inspector, Shift Commander, Wastewater Plant Project Manager, Wastewater Plant Regulatory Compliance Manager; to remove the positions and salary ranges of Wastewater Engineering/Operations Superintendent and the Wastewater Plant Process Supervisor; to remove the reference to the voluntary uniform allowance in Section 8 for Engineering Technician Supervisor– a position that was removed in Ordinance 9268; and to repeal those portions of Ordinance No. 9413 and any parts of other ordinances in conflict herewith; to provide for severability; to provide for the effective date thereof; and to provide for publication of this ordinance in pamphlet form.

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

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

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

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Approved as to Form ¤ _____
April 8, 2013 ¤ City Attorney

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Assistant Utilities Director – Transmission	45.8314/64.5335	Exempt
Attorney	27.9079/43.0605	Exempt
Biosolids Technician	17.6851/24.8946	40 hrs/week
Building Department Director	32.6923/46.5165	Exempt
CADD Operator	20.0830/28.3238	40 hrs/week
Cemetery Superintendent	19.0049/26.7560	Exempt
City Administrator	55.9204/78.6858	Exempt
City Attorney	38.6391/54.3834	Exempt
City Clerk	23.3413/32.8583	Exempt
Civil Engineering Manager – Utility PCC	33.2113/47.4194	Exempt
Collection System Supervisor	22.4072/31.8516	40 hrs/week
Community Service Officer	12.5580/17.0727	40 hrs/week
Crime Analyst	16.9250/23.9146	40 hrs/week
Custodian – Library, Police	11.5082/16.2398	40 hrs/week
Customer Service Representative – Part time	8.3028/12.4542	40 hrs/week
Electric Distribution Superintendent	32.4329/44.4511	Exempt
Electric Distribution Supervisor	27.3888/37.5598	40 hrs/week
Electric Underground Superintendent	28.8834/39.5940	Exempt
Electrical Engineer I	26.2888/36.2831	Exempt
Electrical Engineer II	30.4920/42.0433	Exempt
Emergency Management Deputy Director	22.1684/30.3155	Exempt
Emergency Management Director	31.5506/43.1330	Exempt
Engineering Technician - WWTP	19.5842/27.6691	40 hrs/week
Equipment Operator - Solid Waste	15.6941/22.1018	40 hrs/week
Finance Director	37.0389/52.1218	Exempt
Fire Chief	35.3388/50.0763	Exempt
Fire Division Chief	28.9011/41.7174	Exempt
Fleet Services Shop Foreman	19.9371/27.7729	40 hrs/week
Golf Course Superintendent	23.6733/34.1660	Exempt
Grounds Management Crew Chief – Cemetery	17.7504/24.9797	40 hrs/week
Grounds Management Crew Chief – Parks	18.2829/25.7289	40 hrs/week

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Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Human Resources Director	33.4291/47.6270	Exempt
Human Resources Benefits & Risk Management Coordinator	17.9029/26.3095	40 hrs/week
Human Resources Recruiter	17.9029/26.3095	40 hrs/week
Human Resources Specialist	16.5454/23.2779	40 hrs/week
Information Technology Manager	30.0500/42.2806	Exempt
Legal Secretary	19.6880/26.4755	40 hrs/week
Librarian I	17.1973/23.9225	Exempt
Librarian II	19.0445/26.8284	Exempt
Library Assistant I	12.0495/16.5849	40 hrs/week
Library Assistant II	13.2741/18.2973	40 hrs/week
Library Assistant Director	21.6911/30.9176	Exempt
Library Director	29.3500/41.3135	Exempt
Library Page	7.7112/10.6691	40 hrs/week
Library Secretary	14.4158/20.4872	40 hrs/week
Life Safety Inspector	19.5217/27.6989	40 hrs/week
Maintenance Worker – Golf	14.4702/20.4067	40 hrs/week
Manager of Engineering Services	31.9969/45.9249	Exempt
Meter Reader Supervisor	18.2004/25.6316	Exempt
Office Manager – Police Department	15.7649/21.8370	40 hrs/week
Parks and Recreation Director	33.1958/46.6910	Exempt
Parks Superintendent	23.1960/32.8064	Exempt
Payroll Specialist	16.5454/23.2779	40 hrs/week
Planning Director	32.9151/46.3066	Exempt
Police Captain	27.7936/39.0959	Exempt
Police Chief	35.3388/50.0763	Exempt
Power Plant Maintenance Supervisor	29.1128/40.9509	Exempt
Power Plant Operations Supervisor	30.3053/43.6313	Exempt
Power Plant Superintendent – Burdick	33.1911/46.7060	Exempt
Power Plant Superintendent – PGS	38.2643/53.8199	Exempt
Project Manager – Public Works	29.5060/41.5140	Exempt

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Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Public Information Officer	20.8400/29.3296	Exempt
Public Works Director	37.1814/52.3223	Exempt
Public Works Engineer	30.8040/43.3500	Exempt
Receptionist	12.8693/18.6191	40 hrs/week
Recreation Coordinator	16.8131/23.4554	Exempt
Recreation Superintendent	21.7221/31.1666	Exempt
Regulatory and Environmental Manager	28.7103/40.3848	Exempt
Senior Accountant	27.3163/38.0269	Exempt
Senior Electrical Engineer	33.3669/46.0079	Exempt
Senior Public Safety Dispatcher	16.8132/22.9781	40 hrs/week
Senior Utility Secretary	14.8672/21.2293	40 hrs/week
Shift Commander	20.0200/26.7093	212 hrs/28 days
Shooting Range Superintendent	21.7221/31.1666	Exempt
Solid Waste Division Clerk - Full Time	14.8309/19.8645	40 hrs/week
Solid Waste Division Clerk - Part Time	13.2052/18.0379	40 hrs/week
Solid Waste Foreman	16.4790/23.1878	40 hrs/week
Solid Waste Superintendent	23.8484/33.5591	Exempt
Street Superintendent	24.3895/35.5048	Exempt
Street Foreman	19.1795/27.2539	40 hrs/week
Turf Management Specialist	21.2760/30.1185	40 hrs/week
Utilities Director	53.9371/77.2888	Exempt
Utility Production Engineer	34.1231/48.0224	Exempt
Utility Services Manager	27.7625/38.6391	Exempt
Utility Warehouse Supervisor	22.6459/31.6337	40 hrs/week
Victim Assistance Unit Coordinator	13.0250/18.3388	40 hrs/week
~~Wastewater Engineering/Operations Superintendent~~	~~26.6209/37.6636~~	~~Exempt~~
Wastewater Plant Chief Operator	19.6672/27.7209	40 hrs/week
Wastewater Plant Engineer	31.9969/45.9249	Exempt
Wastewater Plant Operations Engineer	30.8040/43.3500	Exempt
Wastewater Plant Maintenance Supervisor	23.7771/32.0177	40 hrs/week
~~Wastewater Plant Process Supervisor~~	~~24.6489/33.2320~~	~~40 hrs/week~~

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Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Water Superintendent	25.1378/35.5048	Exempt
Wastewater Plant Project Manager	29.5060/41.5140	Exempt
Wastewater Plant Regulatory Compliance Manager	25.2356/35.5355	Exempt
Water Supervisor	21.7014/31.2704	40 hrs/week
Worker / Seasonal	7.2500/20.0000	Exempt
Worker / Temporary	7.2500/20.0000	40 hrs/week

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

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

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

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Traffic Signal Technician	15.9708/23.6876	40 hrs/week

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

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Accounting Clerk	14.9673/19.8062	40 hrs/week
Cashier	13.7374/18.7196	40 hrs/week
Custodian	16.0413/18.9426	40 hrs/week
Electric Distribution Crew Chief	29.3015/37.2660	40 hrs/week
Electric Underground Crew Chief	29.3015/37.2660	40 hrs/week
Engineering Technician I	18.4653/26.4203	40 hrs/week
Engineering Technician II	22.8267/31.2985	40 hrs/week
GIS Coordinator	23.4851/32.9545	40 hrs/week
Instrument Technician	27.5431/36.3866	40 hrs/week
Lineworker Apprentice	17.8613/26.1902	40 hrs/week
Lineworker First Class	27.0737/32.0204	40 hrs/week
Materials Handler	22.2927/29.8827	40 hrs/week
Meter Reader	16.0618/20.9450	40 hrs/week
Meter Technician	21.5951/26.6894	40 hrs/week
Power Dispatcher I	27.0437/37.6013	40 hrs/week
Power Dispatcher II	28.4043/39.4869	40 hrs/week
Power Plant Maintenance Mechanic	25.5997/31.8764	40 hrs/week
Power Plant Operator	30.2423/35.2271	40 hrs/week
Senior Accounting Clerk	16.8236/22.0375	40 hrs/week
Senior Engineering Technician	28.8821/35.3452	40 hrs/week
Senior Materials Handler	25.6677/33.4801	40 hrs/week

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Senior Meter Reader	19.0229/22.5779	40 hrs/week
Senior Power Dispatcher	32.8576/45.0898	40 hrs/week
Senior Power Plant Operator	29.8174/38.2249	40 hrs/week
Senior Substation Technician	35.1077/36.3866	40 hrs/week
Senior Water Maintenance Worker	20.8590/27.4666	40 hrs/week
Substation Technician	32.5005/33.7907	40 hrs/week
Systems Technician	28.6421/36.3866	40 hrs/week
Tree Trim Crew Chief	25.6577/31.8632	40 hrs/week
Utility Electrician	25.7121/33.7907	40 hrs/week
Utility Technician	25.1128/35.3247	40 hrs/week
Utility Warehouse Clerk	18.5559/22.8936	40 hrs/week
Water Maintenance Worker	17.3788/24.0331	40 hrs/week
Wireworker I	19.5235/27.6062	40 hrs/week
Wireworker II	27.0737/32.0204	40 hrs/week

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

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

OVERTIME ELIGIBILITY

The City has reserved its right to the utilization of the 207(k) FLSA exemption and will implement this as the hours of work effective the first full pay period following the execution of

the labor agreement. The pay period for purposes of calculating overtime shall consist of a fourteen (14) day cycle that runs concurrent with the City's current payroll cycle. For purposes of calculating eligibility for overtime, "hours worked" shall include actual hours worked, vacation, personal leave and holiday hours. Employees shall be eligible for overtime when they exceed their hours scheduled for work in the fourteen (14) day pay cycle with a minimum of eighty (80) hours. There shall also be established for each employee in the bargaining unit a Training and Special Events bank of fifty (50) hours per individual per contract year. Each employee may be scheduled for training or special event duty with a minimum of seven (7) days notice prior to the commencement of the pay period and the training and special events bank hours may be added to the eighty (80) hour, two (2) week pay period up to eighty-six (86) hours and these hours shall not be eligible for overtime. Training and special events hours worked in excess of eighty-six (86) hours in a two week pay period will be eligible for overtime, but will not be subtracted from the training and special events bank. All work completed after eighty (80) hours in a pay period that is performed for work that is funded by grants from parties outside or other than the City of Grand Island, shall be paid overtime for the time worked after eighty (80) hours, if the time is funded at overtime rates by the grant. Any such grant hours are not deducted from the training and special events bank.

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

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

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

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

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

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

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Accounting Technician – Streets	15.8461/21.1529	40 hrs/week
Accounts Payable Clerk	15.0304/21.7460	40 hrs/week
Administrative Assistant	15.6343/22.4239	40 hrs/week
Audio Video Technician	15.7825/22.2650	40 hrs/week
Building Inspector	19.5217/27.6989	40 hrs/week
Building Secretary	14.7127/20.9092	40 hrs/week
Community Development Administrator	17.0325/24.4895	40 hrs/week
Community Development Specialist	15.6343/22.4239	40 hrs/week
Computer Operator	18.9920/24.9662	40 hrs/week
Computer Programmer	21.6612/31.7452	40 hrs/week
Computer Technician	19.5618/25.7156	40 hrs/week
Electrical Inspector	19.5217/27.6989	40 hrs/week
Emergency Management Coordinator	14.7127/20.9092	40 hrs/week
Engineering Technician – Public Works	20.0830/28.3238	40 hrs/week
Evidence Technician	14.6068/21.3752	40 hrs/week
Finance Secretary	14.7127/20.9092	40 hrs/week
GIS Coordinator	22.2676/31.2460	40 hrs/week
Maintenance Worker I – Building, Library	15.3482/20.7715	40 hrs/week
Maintenance Worker II – Building, Police	16.1744/21.9260	40 hrs/week
Parks and Recreation Secretary	14.7127/20.9092	40 hrs/week
Planning Secretary	14.7127/20.9092	40 hrs/week
Planning Technician	20.1433/28.3407	40/hrs/week
Plans Examiner	19.5217/27.6989	40 hrs/week
Plumbing Inspector	19.5217/27.6989	40 hrs/week

Police Records Clerk – Full Time	13.1344/18.2824	40 hrs/week
Public Safety Dispatcher	14.8292/21.6612	40 hrs/week
Shooting Range Operator	20.3795/27.6247	40 hrs/week
Stormwater Technician	20.0830/28.3238	40 hrs/week
Utility Secretary	14.7127/20.9092	40 hrs/week

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

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

required to wear partial fire retardant clothing will be eligible for an annual stipend of $350. Employees will be reimbursed for said purchases with a receipt showing proof of purchase.

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

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

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

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

Utilities Department personnel in the IBEW bargaining unit and the classifications of Meter Reader Supervisor, Power Plant Superintendent, Power Plant Supervisor, Electric Distribution Superintendent, Electric Distribution Supervisor, Water Superintendent,

Water Supervisor, and Electric Underground Superintendent~~, and Engineering Technician Supervisor~~ 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 agreement and employees covered by the AFSCME labor agreement, except the Fleet Services Division of the Public Works Department, the City shall pay 60% of the cost of providing and cleaning said clothing and the employees 40% of said cost. Full-time Fleet Services personnel shall receive a uniform allowance of $12 biweekly. Public Works Department personnel in the job classifications of Fleet Services Shop Foreman and Fleet Services Mechanic shall receive a tool allowance of $10 biweekly.

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

(A) All employees covered in the IBEW Utilities and IBEW Finance labor agreements shall be paid for forty-seven percent (47%) of their accumulated medical leave at the time of their retirement, early retirement, or death, not to exceed four hundred eighty-eight and one third hours (calculated at 47% x 1039 hours = 488.33 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 and the Shift Commanders 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% x 1,576 hours = 598.88 hours). The amount of contribution will be based upon the

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

agreement shall be paid fifty percent (50%) of their accumulated medical leave bank at the time of their death, not to exceed five hundred forty hours (50% x 1,080 hours = 540 hrs.), based on the employee's salary at the time of their death.

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

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

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

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

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

SECTION 13. Those portions of Ordinance No. 9413 and all other parts of ordinances in conflict herewith be, and the same are, hereby repealed.

Enacted: April 9, 2013.

_____
Jay Vavricek, Mayor

Attest:

_____
RaNae Edwards, City Clerk

City of Grand Island

Tuesday, April 9, 2013
Council Session

Item G-1

Approving Minutes of March 26, 2013 City Council Regular Meeting

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING
March 26, 2013

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 March 26, 2013. Notice of the meeting was given in *The Grand Island Independent* on March 20, 2013.

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

INVOCATION was given by Pastor Bill Pavuk, St. Paul's Lutheran Church, 1515 South Harrison Street followed by the PLEDGE OF ALLEGIANCE.

Mayor Vavricek introduced Community Youth Council member Kerrigan Anspauch.

PRESENTATIONS AND PROCLAMATIONS:

Recognition of the Donald Jelinek, Senior Engineering Technician with the Utilities Department for 40 Years with the City of Grand Island. This item was rescheduled to the April 9, 2013 City Council meeting.

Proclamation "Sexual Assault Awareness Month" April 2013. Mayor Vavricek proclaimed the month of April 2013 as "Sexual Assault Awareness Month". Lex Ann Roach, PR & Marketing Coordinator and Amy Phillips with the Crisis Center were present to receive the Proclamation.

PUBLIC HEARINGS:

Public Hearing on Request to Rezone Property Located North of Fonner Park Road, South of Nebraska Avenue, East of Pleasant View Drive, and West of Sun Valley Drive from R1 Suburban Residential to R2 Low Density Residential. Regional Planning Director Chad Nabity reported that a request to rezone properties of 4.399 acres had been received to allow the subdivision of this property be rezoned that was consistent with the current market conditions. Staff recommended approval. No public testimony was heard.

Public Hearing on Acquisition of Permanent Easement Located in the State Street/Capital Avenue Connector Trail Area (Niedfelt Property Management Preferred, LLC). Public Works Director John Collins reported that a permanent easement was needed adjacent to 3703 West Capital Avenue to accommodate the State Street/Capital Avenue Connector Trail Improvement Project. Staff recommended approval. No public testimony was heard.

Public Hearing on Acquisition of Permanent Easement Located in the State Street/Capital Avenue Connector Trail Area (SB Worldwide, LLC). Public Works Director John Collins

reported that a permanent easement was needed adjacent to 3721 West Capital Avenue to accommodate the State Street/Capital Avenue Connector Trail Improvement Project. Staff recommended approval. No public testimony was heard.

Public Hearing on Phase II Downtown Revitalization Community Development Block Grant Application. Community Development Administrator Marco Floreani reported that the City of Grand Island was eligible for a $350,000 grant to implement a Phase II Downtown Revitalization Initiative. The grant application was to implement the revitalization/redevelopment plan for downtown infrastructure and growth. Staff recommended approval. No public testimony was heard.

ORDINANCE:

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

> #9423 – Consideration of Request to Rezone Property Located North of Fonner Park Road, South of Nebraska Avenue, East of Pleasant View Drive, and West of Sun Valley Drive from R1 Suburban Residential to R2 Low Density Residential

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 this ordinance on second reading and then upon final passage and call for a roll call vote on each reading and then upon final passage." Councilmember Dugan seconded the motion. Upon roll call vote, all voted aye. Motion adopted.

This item related to the aforementioned Public Hearing.

Motion by Gilbert, second by Donaldson to approve Ordinance #9423.

City Clerk: Ordinance #9423 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 #9423 on final passage. All those in favor of the passage of this ordinance on final passage, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

Mayor Vavricek: By reason of the roll call votes on first reading and then upon final passage, Ordinance #9423 is declared to be lawfully adopted upon publication as required by law.

CONSENT AGENDA: Consent Agenda items G-6, G-9, and G-15 were removed for further discussion. Motion by Donaldson, second by Gericke to approve the Consent Agenda excluding items G-6, G-9 and G-15. Upon roll call vote, all voted aye. Motion adopted.

Approving Minutes of March, 12, 2013 City Council Regular Meeting.

Approving Minutes of March 19, 2013 City Council Study Session.

#2013-73 – Approving Final Plat and Subdivision Agreement for Pleasant View 16th Subdivision. It was noted that Janet Bosselman, Developer/Owner had submitted the Final Plat

and Subdivision Agreement for Pleasant View 16th Subdivision for the purpose of creating 31 lots located north of Fonner Park Road and east of Pleasant View Drive containing 8.809 acres.

#2013-74 – Approving Bid Award for Precipitator, Conveyor #4 and Berm Painting at Platte Generating Station with W.S. Bunch Company of Omaha, NE in an Amount of $158,480.00.

#2013-75 – Approving State Bid Award for a 2013 Ford F250 Truck with Utility Body for the Water Shop with Anderson Auto Group of Lincoln, NE in an Amount of $42,675.00.

#2013-76 – Approving License Agreement and Pole Attachment Agreement with NebraskaLink, LLC. Utilities Director Tim Luchsinger reported that NebraskaLink requested the use of utility poles for hanging fiber which required a license agreement. Discussion was held regarding the application process, capacity issues and franchise fees. City Attorney Robert Sivick stated they were providing internet access. Mr. Luchsinger stated any modifications to poles would be paid by the company requesting them.

Motion by Haase, second by Gericke to approve Resolution #2013-76. Upon roll call vote, all voted aye. Motion adopted.

#2013-77 – Approving the Southwest Power Pool Appendix "B" Credit and Security Agreement.

#2013-78 – Approving Interlocal Agreement for Joint Aerial Photo Project between the City of Grand Island and Hall County, Nebraska.

#2013-79 – Approving Amending the Fee Schedule Relative to the Fire Department. Fire Chief Cory Schmidt explained three additional fees for the Fire Department to recoup their costs: 1) Lift assist, 2) EMS stand-by, and 3) Transport fee for fixed wing aircraft.

Paul Wicht, 1708 Jerry Drive spoke in opposition to the lift assist fee. Chief Schmidt stated in the past 12 months there were a total of 121 lift assists with approximately 3 to 8 times to nursing homes. The lift assist fee would be charged to the nursing home and not the patient. The EMS stand-by fee was explained. Some events were outside the city limits, such as Husker Harvest Days. These employees were not on-duty personnel, were covered by the City's medical director, and paid by the City.

Motion by Haase, second by Gilbert to approve Resolution #2013-79. Upon roll call vote, all voted aye. Motion adopted.

#2013-80 – Approving Acquisition of Permanent Easement Located in the State Street/Capital Avenue Connector Trail Area (Niedfelt Property Management Preferred, LLC).

#2013-81 – Approving Acquisition of Permanent Easement Located in the State Street/Capital Avenue Connector Trail Area (SB Worldwide, LLC).

#203-82 – Approving Award of Proposal for Consulting Services for Geospatial Data Collection of Grand Island's Public Stormwater Conveyance System with EA Engineering, Science, and Technology, Inc. of Lincoln, NE in an Amount of $49,984.00.

#2013-83 – Approving Bid Award for the 2013 Asphalt Resurfacing Project No. 2013-AC-1 with Gary Smith Construction Co., Inc. of Grand Island, NE in an Amount of $439,184.16.

#2013-84 – Approving Phase II Downtown Revitalization Community Development Block Grant Application.

#2013-85 – Approving Bid Award for Furnishing and Planting Trees at the Veteran's Athletic Field Complex with Cloudburst Lawn & Sprinkler Company of Grand Island, NE in an Amount of $33,766.00. Parks & Recreation Director Todd McCoy reported that this item was funded by a Greener Community Grant with a 50% match. Six bids were received with Cloudburst submitting the low bid.

Paul Wicht, 1708 Jerry Drive commented on donated trees planted by the Boy Scouts and Veterans. Mr. McCoy stated the trees they were purchasing were more mature trees at 6' to 8'.

Motion by Gilbert, second by Minton to approve Resolution #2013-85. Upon roll call vote, all voted aye. Motion adopted.

#2013-86 – Approving FEMA Hazard Mitigation Grant for Mitigation Planning Update.

RESOLUTIONS:

#2013-87 – Consideration of Approving Letter of Support for Essential Air Service (EAS) to the Department of Transportation (DOT). City Administrator Mary Lou Brown stated a request for a letter of support from the Mayor and City Council to the U.S. Department of Transportation was needed in order to seek Essential Air Service (EAS) funding. EAS was a program providing subsidy to rural areas for commercial airlines flights that would otherwise not be able to support air service. This was a two year agreement. Introduced was Central Nebraska Executive Director Mike Olson. Mr. Olson reported that the Hall County Airport Authority was recommending American Eagle Airlines to the Department of Transportation (DOT) for air service for the Central Nebraska Regional Airport under the Essential Air Service (EAS) program. American Eagle Airlines would provide thirteen (13) weekly round trip nonstop flights to DFW (Dallas/Fort Worth) Texas.

Mr. Olson stated 2 bids were received from 2 airlines, but one bid was not a certified carrier. The Hall County Airport Authority voted unanimously on March 13, 2013 in favor of American Eagle Airlines to Dallas/Fort Worth.

Motion by Dugan, second by Haase to approve Resolution #2013-87. Upon roll call vote, all voted aye. Motion adopted.

#2013-88 – Approving Final Plat and Subdivision Agreement for Summerfield Estates 8th Subdivision. Regional Planning Director Chad Nabity reported that Little B's Corporation, Developer/Owner had submitted the Final Plat and Subdivision Agreement for Summerfield Estates 8th Subdivision located west of US Hwy 281 and south of State Street for the purpose of creating 27 lots on 12.22 acres to finish the final development.

Greg Baxter, 2121 No. Moniter Road gave a PowerPoint presentation on the Summerfield Estates design and future plans. A lengthy discussion was held regarding drainage into the Moores Creek, standing water, overflow, and maintenance of Moores Creek by the City. Matt Rief representing Olsson Associates commented on the reasons for standing water.

Motion by Gilbert, second by Dugan to approve Resolution #2013-88. Upon roll call vote, Councilmembers Minton, Paulick, Dugan, Gericke, Gilbert, Nickerson, Haase, Donaldson, and Niemann voted aye. Councilmember Hehnke voted no. Motion adopted.

#2013-89 – Approving Preliminary Plat and Final Plat and Subdivision Agreement for Summerfield Estates 9th Subdivision. Regional Planning Director Chad Nabity reported that Little B's Corporation, Developer/Owner had submitted the Preliminary Plat and Final Plat and Subdivision Agreement for Summerfield Estates 9th Subdivision located west of US Hwy 281 and south of State Street for the purpose of creating 5 lots on 2.75 acres.

Motion by Haase, second by Minton to approve Resolution #2013-89. Upon roll call vote, Councilmembers Minton, Paulick, Dugan, Gericke, Gilbert, Nickerson, Haase, Donaldson, and Niemann voted aye. Councilmember Hehnke voted no. Motion adopted.

#2013-90 – Consideration of Approving Legislative Assistance. City Administrator Mary Lou Brown reported that Greater Nebraska Cities (GNC) – Grand Island, Hastings, Kearney, Holdrege, Lexington & North Platte were considering a proposal from O'Hara, Lindsay & Associates for legislative lobbying services to be distributed by the six cities on the basis of population. Grand Island's cost would be $12,000 with an option to hire the firm for individual representation not to exceed $20,000.

Discussion was held regarding the reason for the immediate need to approve at this time instead of during the budget process. Ms. Brown stated the time spent in Lincoln and the time it takes to prepare for the next legislative session which would begin this summer was the reasons. This was an annual contract and the City could opt out if not satisfied. Comments were made concerning the City of Grand Island being a Metropolitan Statistical Area (MSA) and the need for a lobbyist being different than the other GNC cities. Mr. Sivick answered questions regarding 1st Class cities in a MSA.

Motion by Haase, second by Gericke to deny Resolution #2013-90. Upon roll call vote, Councilmembers Paulick, Gericke, Hehnke, and Haase voted aye. Councilmembers Minton, Dugan, Gilbert, Nickerson, Donaldson, and Niemann voted no. Motion failed.

Discussion was held regarding the condition of all six cities joining GNC, the process of deciding legislation, if Council had any input, and budget authority.

Motion by Dugan, second by Nickerson to approve Resolution #2013-90 contingent upon all cities joining GNC and that there be written guidelines regarding the process. Upon roll call vote, Councilmembers Minton, Dugan, Gilbert, Nickerson, Hehnke, Donaldson, and Niemann voted aye. Councilmembers Paulick, Gericke, and Haase voted no. Motion adopted.

#2013-91 – Consideration of Approving Bonding for the Platte Generating Station Mercury Air Toxic Standards – Air Quality Control System. Utilities Director Tim Luchsinger reported that

on December 21, 2011, EPA released the mercury and Air Toxics Standards (MATS), requiring the maximum achievable control technology for mercury and other hazardous pollutants from electric generating units, with a compliance date of March, 2015, although an additional one year for compliance may be granted by individual states.

As proposed by Council, the capital cost of approximately $41.2 million for this project would be funded by bonding. Court-imposed stays or reversals are possible with the MATS rule, so to allow more insight as to any litigation that may be pursued, the recommendation by the Department was that initial costs for this project be funded using electric system cash reserves until a level is reached that begins to impact reserve minimum levels, possibly by the third or fourth quarter of 2013.

Ameritas had advised that the City should declare their intention to use bond revenue to fund the capital improvements for the project. This would allow bond proceeds to be used for costs of the project prior to the bonds being issued and the funds received.

Motion by Dugan, second by Minton to approve Resolution #2013-91. Upon roll call vote, all voted aye. Motion adopted.

PAYMENT OF CLAIMS:

Motion by Dugan, second by Gericke to approve the Claims for the period of March 13, 2013 through March 26, 2013, for a total amount of $4,895,480.99. Unanimously approved.

ADJOURN TO EXECUTIVE SESSION: Motion by Niemann, second by Nickerson to adjourn to Executive Session at 9:16 p.m. for the purpose of a strategy session with respect to FOP negotiations and threatened litigation. Unanimously approved.

RETURN TO REGULAR SESSION: Motion by Gilbert, second by Dugan to return to Regular Session at 10:20 p.m. Unanimously approved.

ADJOURNMENT: The meeting was adjourned at 10:20 p.m.

RaNae Edwards
City Clerk

City of Grand Island

Tuesday, April 9, 2013
Council Session

Item G-2

Approving Appointment of Mitchell Stehlik to the Community Development Advisory Board

Mayor Vavricek has submitted the appointment of Mitchell Stehlik to the Community Development Advisory Board to replace Melissa DeLaet who resigned. The appointment would become effective immediately upon approval by the City Council and would expire on June 30, 2015.

Staff Contact: Mayor Vavricek

City of Grand Island

Tuesday, April 9, 2013

Council Session

Item G-3

#2013-92 - Approving Acquisition of Utility Easement - 3524 Farmstead Road - Oseka Homes, LLC

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

Staff Contact: Tim Luchsinger, Utilities Director

R E S O L U T I O N 2013-92

WHEREAS, a public utility easement is required by the City of Grand Island, from Oseka Homes, 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 April 9, 2013, for the purpose of discussing the proposed acquisition of an easement located in Hall County, Nebraska; and more particularly described as follows:

The easterly ten (10.0) feet of the northerly ten (10.0) feet of the southerly one hundred thirty two (132.0) feet of Plot Number Four (4) Grand Island Farmstead Project.

The above-described easement and right-of-way containing 100 square feet, more or less, as shown on the plat dated 3/28/2013, 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 Oseka Homes, LLC, on the above-described tract of land.

- - -

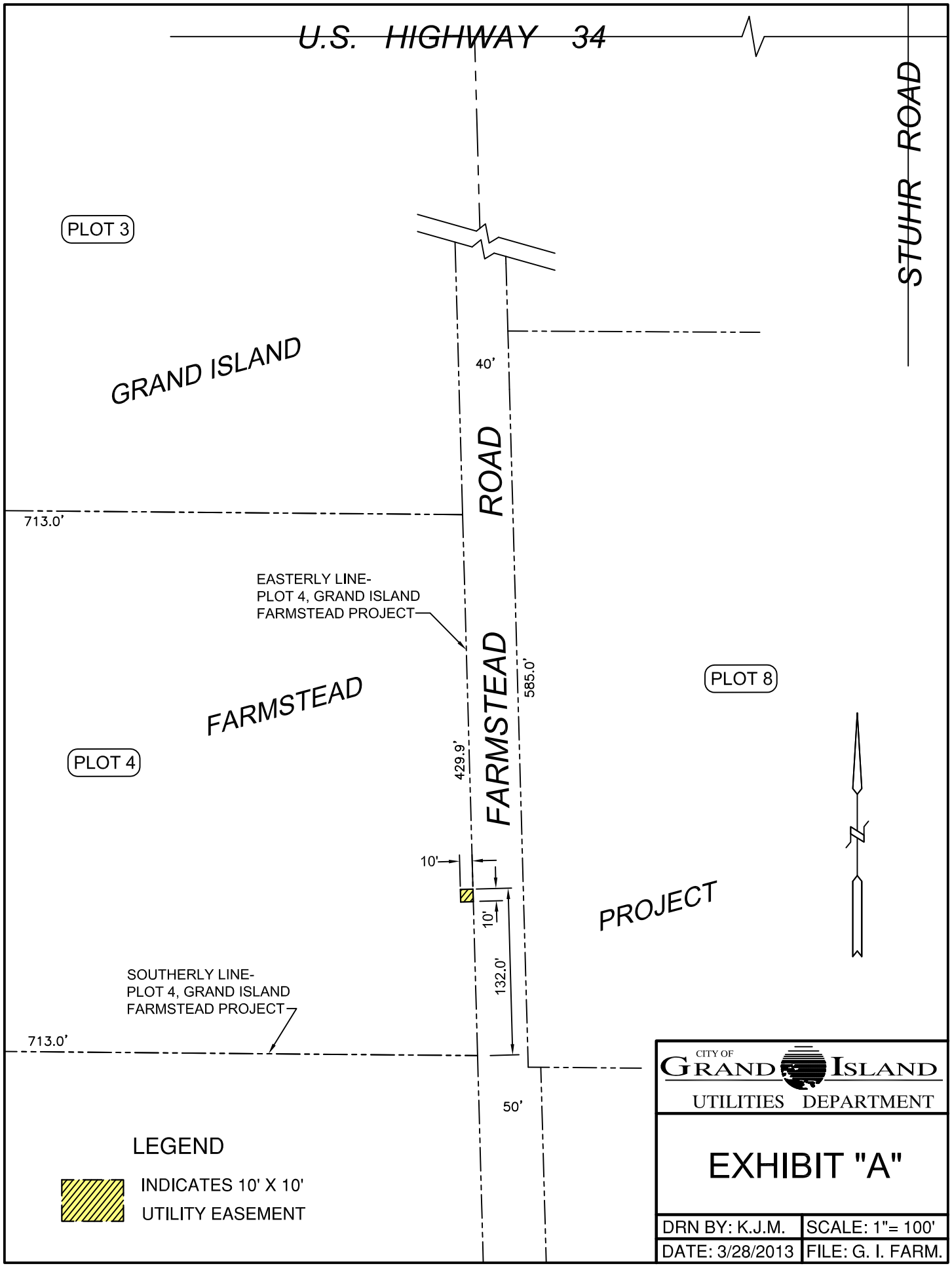
Adopted by the City Council of the City of Grand Island, Nebraska, April 9, 2013.

_____
Jay Vavricek, Mayor

Attest:

_____
RaNae Edwards, City Clerk

Approved as to Form ¤ _____
April 5, 2013 ¤ City Attorney


U.S. HIGHWAY 34
STUHR ROAD
PLOT 3
GRAND ISLAND
40'
ROAD
713.0'
EASTERLY LINE-
PLOT 4, GRAND ISLAND
FARMSTEAD PROJECT
FARMSTEAD
585.0'
PLOT 8
PLOT 4
429.9'
FARMSTEAD
10'
10'
PROJECT
132.0'
SOUTHERLY LINE-
PLOT 4, GRAND ISLAND
FARMSTEAD PROJECT
713.0'
50'
LEGEND
INDICATES 10' X 10'
UTILITY EASEMENT
CITY OF GRAND ISLAND
UTILITIES DEPARTMENT
EXHIBIT "A"
DRN BY: K.J.M.
SCALE: 1"= 100'
DATE: 3/28/2013
FILE: G. I. FARM.

City of Grand Island

Tuesday, April 9, 2013

Council Session

Item G-4

#2013-93 - Approving Bid Award - Burdick Units 1 & 3 Battery System Replacements

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

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

Meeting: April 9, 2013

Subject: Burdick Station Units 1 & 3 Battery Replacement

Item #'s: G-4

Presenter(s): Tim Luchsinger, Utilities Director

Background

Battery banks on Steam Units 1 & 3 at Burdick Station provide a backup source of power in the event that the units were to trip and auxiliary power is lost. This backup source is used for oil pumps that safely allow the turbine to coast down, emergency lighting, and in the case of Unit #1, they provide a power source to "blackstart" Gas Turbine 1. The current batteries have been in service for 30 years, expected normal battery life is 20 years. Through diligent maintenance, the life of the batteries has been extended, but they are now in need of replacement. An engineering firm was hired to evaluate the current system, including determining if combining the two battery banks was economical. It was determined that the additional electrical work would exceed the cost of the second battery bank, however, other recommendations to bring the emergency power system into compliance with modern standards were made and are being implemented, and specifications were developed to replace the batteries on Units 1 & 3.

Discussion

Specifications for the replacement of Burdick Station Units 1 & 3 batteries were issued for bid and responses were opened on March 26, 2013, from the following bidders. The engineer's estimate for this project was $140,000.00.

Bidder	Bid Price, w/tax
Action Battery Wholesalers, Inc., Somerset, WI	$79,999.99
Storage Battery Systems, Inc., Menomonee Falls, WI	$61,076.00

The bids were reviewed for conformance with the specifications and found to be compliant. The bid from Storage Battery Systems did not include sale/use tax. Adding the 7% sales/use tax of $3,433.64 to their bid would make their final bid be $64,509.64.

Plant engineering staff found the bid to be otherwise compliant and recommends award of the Burdick Units 1 & 3 Battery Replacement contract to Storage Battery Systems, Inc., of Menomonee Falls, Wisconsin, as the low compliant bid.

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 presented in this motion

Recommendation

The Utilities Department recommends that the Council award the contract for Burdick Unit 1 & 3 Battery System Replacement, to Storage Battery Systems of Menomonee Falls, Wisconsin, as the low bidder, in the amount of $61,509.64.

Sample Motion

Move to approve the bid of Storage Battery Systems, Inc., in the amount of $64,509.64, for the Burdick Unit 1 & 3 Battery Systems Replacement Project.

Purchasing Division of Legal Department
INTEROFFICE MEMORANDUM

CITY OF GRAND ISLAND

Stacy Nonhof, Purchasing Agent

Working Together for a Better Tomorrow, Today

BID OPENING

BID OPENING DATE:	**March 26, 2013 at 2:30 p.m.**
FOR:	**Burdick Unit 1 & 3 Battery System Replacement (Re-Bid)**
DEPARTMENT:	**Utilities**
ESTIMATE:	**$140,000.00**
FUND/ACCOUNT:	**520**
PUBLICATION DATE:	**March 15, 2013**
NO. POTENTIAL BIDDERS:	**9**

SUMMARY

Bidder:	**Storage Battery Systems** **Menomonee Falls, WI**	**Action Battery Wholesalers, Inc.** **Somerset, WI**
Bid Security:	**Old Republic Surety Co.**	**Auto-Owners Ins. Co.**
Exceptions:	**None**	**Noted**
Bid Price:		
Battery Bank:	**$41,213.00**	**$34,716.00**
Chargers – Unit 1:	**$ 7,839.00**	**$17,941.00**
Labor:	**$12,024.00**	**$23,657.00**
Sales Tax:	**- -**	**$ 3,685.99**
Total Bid:	**$61,076.00**	**$79,999.99**

cc: Tim Luchsinger, Utilities Director
Mary Lou Brown, City Administrator
Stacey Nonhof, Purchasing Agent
Lynn Mayhew, Assist. Utilities Director
Bob Smith, Assist. Utilities Director
Pat Gericke, Utilities Admin. Assist.
Karen Nagel, Utilities Secretary

P1634

R E S O L U T I O N 2013-93

WHEREAS, the City of Grand Island invited sealed bids for Burdick Station Units 1 & 3 Battery Replacement, according to plans and specifications on file with the Utilities Department; and

WHEREAS, on March 26, 2013, bids were received, opened and reviewed; and

WHEREAS, Storage Battery Systems, Inc., of Menomonee Falls, Wisconsin, submitted a bid in accordance with the terms of the advertisement of bids and plans and specifications and all other statutory requirements contained therein, such bid being in the amount of $64,509.64; and

WHEREAS, the bid of Storage Battery Systems, Inc., is less than the estimate for the Burdick Station Units 1 & 3 Battery Replacement.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Storage Battery Systems, Inc., of Menomonee Falls, Wisconsin, in the amount of $64,509.64, for Burdick Station Units 1 & 3 Battery Replacement, is hereby approved as the lowest responsible bid and that and the Mayor is hereby authorized to execute the contract on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 9, 2013.

_____
Jay Vavricek, Mayor

Attest:

_____
RaNae Edwards, City Clerk

Approved as to Form ¤ _____
April 5, 2013 ¤ City Attorney

City of Grand Island

Tuesday, April 9, 2013

Council Session

Item G-5

#2013-94 - Approving Bid Award - Feedwater Heater #5 Installation at Platte Generating Station

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

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

Meeting Date: April 9, 2013

Subject: Feedwater Heater #5 Installation

Item #'s: G-5

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

Background

The Platte Generating Station utilizes five stages of boiler feedwater heaters in its steam cycle. These feedwater heaters are specialized heat exchangers that use steam from the main turbine-generator to preheat the boiler feedwater and improve the overall plant steam cycle efficiency. One of the feedwater heaters has internal leakage problems which make control of its operation difficult and wall thinning of the feedwater heater tubes is occurring. The present heater is original to the plant and weighs approximately 18 tons. On December 4, 2012 a contract for a replacement heater was awarded to Thermal Engineering International for $376,500. Specifications for the installation of this heater were developed by plant engineering staff.

Discussion

The specifications for the Feedwater Heater #5 Installation were advertised and issued for bid in accordance with the City Purchasing Code. Bids were publicly opened on March 26, 2013. Specifications were sent to five potential bidders and responses were received as listed below. The engineer's estimate for this project was $150,000.00.

Bidder	Bid Price
Hayes Mechanical, Omaha, NE	$ 84,150.00
Thermal Engineering Services, Royersford, PA	$112,743.00
8760 Energy Services, Sedalia, MO	$132,315.00
Associated Mechanical, Inc., Shawnee Mission, KS	$160,867.00

The bids were reviewed by plant engineering staff. The bid from Hayes Mechanical is compliant with specifications and less than the engineer's estimate.

Alternatives

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

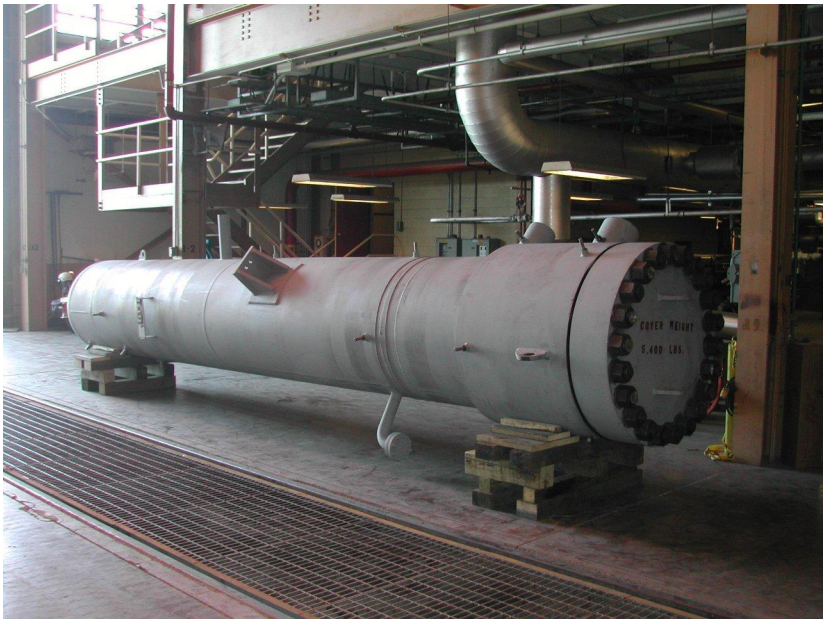
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council award the Contract for Feedwater Heater #5 Installation to Hayes Mechanical of Omaha, Nebraska, as the low responsive bidder, with the bid price of $84,150.00.

Sample Motion

Move to approve the bid from Hayes Mechanical for the Feedwater Heater #5 Installation in the amount of $84,150.00.



CITY OF GRAND ISLAND

Stacy Nonhof, Purchasing Agent

Working Together for a Better Tomorrow, Today

BID OPENING

BID OPENING DATE: **March 26, 2013 at 2:00 p.m.**

FOR: **Feedwater Heater #5 Installation**

DEPARTMENT: **Utilities**

ESTIMATE: **$150,000.00**

FUND/ACCOUNT: **520**

PUBLICATION DATE: **March 6, 2013**

NO. POTENTIAL BIDDERS: **5**

SUMMARY

Bidder:	**8760 Energy Services**	**Associated Mechanical, Inc.**
	Sedalia, MO	**Shawnee Mission, KS**
Bid Security:	**International Fidelity Ins. Co.**	**International Fidelity Ins. Co.**
Exceptions:	**Noted**	**None**
Bid Price:		
Material:	**$ 12, 600.00**	**$ 13,990.00**
Labor:	**$118,833.00**	**$145,897.00**
Sales Tax:	**$ 882.00**	**$ 980.00**
Total:	**$132,315.00**	**$160,867.00**

Bidder:	**Thermal Engineering Services**	**Hayes Mechanical**
	Royersford, PA	**Omaha, NE**
Bid Security:	**Atlantic Specialty Ins. Co.**	**Great American Ins. Co.**
Exceptions:	**Noted**	**None**
Bid Price:		
Material:	**$ 36,592.00**	**$ 2,245.00**
Labor:	**$ 73,590.00**	**$82,505.00**
Sales Tax:	**$ 2,561.00**	**$ 400.00**
Total:	**$112,743.00**	**$84,150.00**

cc: Tim Luchsinger, Utilities Director Bob Smith, Assist. Utilities Director

Mary Lou Brown, City Administrator
Stacy Nonhof, Purchasing Agent

Pat Gericke, Utilities Admin. Assist.
Ryan Schmitz, Utilities Dept.

P1626

R E S O L U T I O N 2013-94

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

WHEREAS, on March 26, 2013, bids were received, opened and reviewed; and

WHEREAS, Hayes Mechanical of Omaha, Nebraska, submitted a bid in accordance with the terms of the advertisement of bids and plans and specifications and all other statutory requirements contained therein, such bid being in the amount of $84,150.00; and

WHEREAS, the bid of Hayes Mechanical is less than the estimate for the Feedwater Heater #5 Installation.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Hayes Mechanical, in the amount of $84,150.00, for Feedwater Heater #5 Installation at Platte Generating Station, is hereby approved as the lowest responsible bid and that the Mayor is hereby authorized to, on behalf of the City, execute the contract between the City of Grand Island and Hayes Mechanical.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 9, 2013.

_____
Jay Vavricek, Mayor

Attest:

_____
RaNae Edwards, City Clerk

Approved as to Form ¤ _____
April 5, 2013 ¤ City Attorney

City of Grand Island

Tuesday, April 9, 2013
Council Session

Item G-6

#2013-95 - Approving Purchase of Dell Tablets for Patrol Fleet

Staff Contact: Steven Lamken

Council Agenda Memo

From: Steven Lamken, Police Chief

Meeting: April 9, 2013

Subject: Purchase of Patrol Fleet Computers

Item #'s: G-6

Presenter(s): Steven Lamken, Police Chief

Background

The Police Department received budget approval for the purchase of new computers for the Patrol fleet to allow for the implementation of Mobile Field Reporting software in the 2012/2013 fiscal year. The Department is recommending the purchase of twenty six Dell Latitude XT3 tablets at a unit price of $1460.00 and twenty four FM-D-YT3 vehicle docking stations for the Dell Latitude tablets at a unit price of $402.92. The cost of the twenty six XT3 tablets is $37,960 and the cost of the twenty four FM-D-YT3 docking stations is $11,831.76 for a total cost of $49,791.76. The purchase is being made under the State of Nebraska contract number 12551 OC. The cost of the tablets and docking stations is within the estimated budget cost for the project of $70,200.

Discussion

The Police Department received funding for the purchase of new computers for the Patrol Division fleet in preparation for implementing new field reporting software. The Department needed to determine which computing device to purchase and also how to configure the devices in our vehicles. At the same time we are receiving several new patrol fleet cars that are a new model and require changing out the equipment used in the cars. The Department has determined the best equipment configuration for the cars and has determined the use of Dell Latitude XT3 tablets to be the best computers.

The Department has purchased four of the Dell tablets and docking stations that were used to test their functionality and determine equipment configuration. The Department is requesting to purchase twenty six Dell Latitude XT3 tablets at a unit price of $1460.00 and twenty four FM-D-YT3 vehicle docking stations for the Dell Latitude tablets at a unit price of $402.92. The cost of the twenty six XT3 tablets is $37,960 and the cost of the twenty four FM-D-YT3 docking stations is $11,831.76 for a total cost of $49,791.76. The extra tablets will be used as backup replacement units and also for IT programming work.

The purchase is being made under the State of Nebraska contract number 12551 OC. The cost of the tablets and docking stations is within the estimated project budget cost of $70,200.

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 twenty six Dell Latitude XT3 tablets and twenty four FM-D-YT3 docking stations for $$49,791.76 under State contract number 12551 OC.

Sample Motion

Move to approve the purchase of twenty six Dell Latitude XT3 tablets and twenty four FM-D-YT3 docking stations for $$49,791.76 under State contract number 12551 OC.

DELL

QUOTATION

QUOTE #: 648264685
Customer #: 57684
Contract #: WN19ACA
CustomerAgreement #: 12551 OC
Quote Date: 3/21/13
Customer Name: CITY OF GRAND ISLAND

Date: 3/21/13 11:05:43 PM

TOTAL QUOTE AMOUNT:	$49,791.76		
Product Subtotal:	$49,791.76		
Tax:	$0.00		
Shipping & Handling:	$0.00		
Shipping Method:	Ground	Total Number of System Groups:	1

GROUP: 1	QUANTITY: 26	SYSTEM PRICE: $1,460.00	GROUP TOTAL: $37,960.00
Base Unit:		Dell Latitude XT3 (225-0947)	
		Intel Core i7-2640M Dual Core 2.80GHz 4MB, Dell Latitude E6x20/XT3 (317-9248)	
		4.0GB, DDR3-1333MHz SDRAM, 2 DIMMS, Dell Latitude (317-6239)	
		Internal Backlit Dual Pointing English Keyboard, Dell Latitude E (331-1201)	
		Documentation (English/French), Dell Latitude E-Family/Mobile Precision (331-2169)	
		Tech Setup Guide, English, Dell Latitude XT3 (331-2323)	
		Intel HD Graphics 3000, Dell Latitude XT3 (320-2392)	
		128GB Dell Mobility Solid State Drive, 2.7MM, Dell Latitude E (342-2544)	
		Hard Drive Assembly, Dell Latitude XT3 (318-1205)	
		FingerPrint Reader, Dell Latitude XT3 (318-1031)	
		13.3 HD(1366x768) WideView DayLight View with Prem Panel Guar with Camera/MIC, Dell Latitude XT3 (318-0750)	
		Stylus with Tip, Dell Latitude E (331-2322)	
		Dell Webcam Central Software for Dell Latitude (313-6719)	
		Windows 7 Professional, 64-bit, No Media, Latitude, English (421-8067)	
		Windows 7 Label, Latitude, Vostro and Mobile Precision Notebooks (330-6322)	
		US - 3 foot Flat Power Cord, Dell Latitude (330-4016)	
		90W 3-Pin, AC Adapter, Dell Latitude E (331-1719)	
		Regulatory Label, Dell Latitude XT3 (331-3098)	
		CTO Label, 90W AC Adapter, Dell Latitude XT3 (331-3787)	
		No Optical Drive, Dell Latitude E6220/XT3 (318-1027)	
		Intel WiFi Link 6205 (802.11a/g/n 2X2) 1/2 MiniCard for VPRO Latitude E/Mobile Precision (430-3961)	
		Intel vPro Technology Advanced Management Features, Dell Latitude XT3 (331-2329)	
		6-Cell (44WH) Primary Lithium Ion Battery, Dell Latitude XT3 (312-1223)	
		Energy Star Enabled/E-PEAT/Silver, Dell Latitude XT3 (331-2327)	
		No Productivity Software,Dell OptiPlex,Precision and Latitude (421-3872)	
		Basic Hardware Service: Next Business Day Onsite Service After Remote Diagnosis 2 Year Extended (954-5492)	
		Basic Hardware Service: Next Business Day Onsite Service After Remote Diagnosis Initial Year	

	(957-7150)
	Dell Limited Hardware Warranty Plus Service Extended Year(s) (936-7758)
	Dell Limited Hardware Warranty Plus Service Initial Year (932-6867)
	Accidental Damage Protection, 3 Year (954-5622)
	Accidental Damage Service (988-7689)
	Intel Core i7 vPro Processor (331-1639)
	Dell Back-up and Recovery Manager for Win7, MUI,Optiplex, Precision, Latitude (331-3300)
	Dell Wireless 5630 Multi-Mode EVDO-HSPA Mini-Card with A-GPS for Latitude and Mobile Precision,Verizon (318-0409)

SOFTWARE & ACCESSORIES

Product	Quantity	Unit Price	Total
First Mobile FirstDock FM-D-XT3 - Docking station - for Dell Latitude XT3 (A6203654)	24	$492.99	$11,831.76
Number of S & A Items: 1	S&A Total Amount: $11,831.76		

SALES REP:	NATALIE LONG	PHONE:	1800-274-3355
Email Address:	Natalie_Long@Dell.com	Phone Ext:	5139080

Please review this quote carefully. You may order online by signing into Premier at www.premier.dell.com. Click on the eQuotes link. To order without Premier, go to www.dell.com/qto.

If you do not have a separate agreement with Dell that applies to your order, please refer to www.dell.com/terms as follows:

If purchasing for your internal use, your order will be subject to *Dell's Terms and Conditions of Sale-Direct* including Dell's U.S. Return Policy, at www.dell.com/returnpolicy#total. If purchasing for resale, your order will be subject to *Dell's Terms and Condition of Sale for Persons or Entities Purchasing to Resell*, and other terms of Dell's PartnerDirect program at www.dell.com/partner. If your order includes services, visit www.dell.com/servicecontracts for service descriptions and terms.

Quote information is valid for U.S. customers and U.S. addresses only, and is subject to change. Sales tax on products shipped is based on "Ship To" address, and for downloads is based on "Bill To" address. Please indicate any tax-exempt status on your PO, and fax your exemption certificate, with seller listed as *Dell Marketing L.P*, to Dell's Tax Department at 800-433-9023. Please include your Customer Number.

For certain products shipped to end-users in California, a State Environmental Fee will be applied. For Asset Recovery/Recycling Services, visit www.dell.com/assetrecovery.

STATE OF NEBRASKA CONTRACT AWARD

PAGE	ORDER DATE
1 of 1	08/21/12
BUSINESS UNIT	BUYER
9000	RUTH GRAY (AS)

VENDOR NUMBER: 3260939

VENDOR ADDRESS:

DELL MARKETING, LP
SLG SALES
PO BOX 149254
AUSTIN TEXAS 78714-9254

State Purchasing Bureau
301 Centennial Mall South, 1st Floor
Lincoln, Nebraska 68508
OR
P.O. Box 94847
Lincoln, Nebraska 68509-4847
Telephone: (402) 471-2401
Fax: (402) 471-2089

CONTRACT NUMBER
12551 OC

AN AWARD HAS BEEN MADE TO THE VENDOR NAMED ABOVE FOR THE FURNISHING OF EQUIPMENT, MATERIAL, OR SUPPLIES AS LISTED BELOW FOR THE PERIOD:

SEPTEMBER 1, 2012 THROUGH AUGUST 31, 2014

NO ACTION ON THE PART OF THE VENDOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE EQUIPMENT OR SUPPLIES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE EQUIPMENT OR SUPPLIES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR ITEMS FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE VENDOR AND THE STATE OF NEBRASKA.

Supply and deliver Computer Equipment, Peripherals and Related Services, FOB destination, to the State of Nebraska per the following Contract Information and attached Participating Addendum Amendment 1, , Master Price Agreement and NE Exempt Sale Certificate.

Dell Marketing, LP WSCA website:
http://www.dell.com/content/topics/topic.aspx/global/segments/topics/contract_selection?l=en&s=sig&section=Nebraska

The WSCA website will assist you with contact information, product and service information, product configuration and pricing, how to order, and warranty support, etc.

The State Purchasing Bureau encourages agencies to contact the designated Inside Sales Representative/Account Representative to learn more about special promotions and to obtain volume discount quotes.

The Purchase Order must include the State of Nebraska WSCA Contract #12551 OC and the Dell Marketing, LP WSCA Master Price Agreement #B27160 and Contract Code WN19ACA.

Multi-function Printers (any printer that has a copy function) must first be approved by contacting John Penrod at 402-471-2901 prior to processing an "O6" Purchase Order in NIS.

Leasing is outside the scope of the WSCA/NASPO Agreement and this contract.

THIS IS THE FIRST RENEWAL OF THE CONTACT. Amendment 1 attached. (08/21/12)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	DELL MARKETING, LP COMPUTER COMPUTER PRODUCTS AND SERVICES	2,000,000.0000	$	1.0000

BP/RK 8/31/12
8/31/12 BUYER

MATERIEL ADMINISTRATOR

R43500|NESC0001 100423

R E S O L U T I O N 2013-95

WHEREAS, the Police Department budgeted for the purchase of new computers for the Patrol Division vehicle fleet: and

WHEREAS, The Police Department has determined that the Dell Latitude XT3 tablet and FM-D-YT3 vehicle docking stations are the product that best meets the Department's needs; and

WHEREAS, The State of Nebraska has a contract, 12551 OC, for the purchase of the Dell tablets and docking stations; and

WHEREAS, the cost of twenty six Dell Latitude XT3 tablets is $37,960 and the cost of twenty four FM-D-YT3 docking stations is $11,831.76 for a total cost of $49,791.76 which is within the estimated amount budgeted, and

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

approve the purchase of twenty six Dell Latitude XT3 tablets at a unit price of $1460.00 and twenty four FM-D-YT3 vehicle docking stations for the Dell Latitude tablets at a unit price of $402.92 for a total cost of $49,791.76 for the Police Department Patrol Division vehicle fleet.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 9, 2013.

_____
Jay Vavricek, Mayor

Attest:

_____
RaNae Edwards, City Clerk

Approved as to Form ¤ _____
April 5, 2013 ¤ City Attorney

City of Grand Island

Tuesday, April 9, 2013

Council Session

Item G-7

#2013-96 - Approving 2013 VOCA Victim/Witness Grant Application

Staff Contact: Steven Lamken

Council Agenda Memo

From: Steven Lamken, Police Chief

Meeting: April 9, 2013

Subject: Approval of Victim/Witness VOCA Grant Application

Item #'s: G-7

Presenter(s): Steven Lamken, Police Chief

Background

The Police Department has prepared our application for the 2013 Victims of Crime Act, VOCA, grant that funds our Victim/Witness Unit. The Victim/Witness Unit provides a valuable service to the victims of crime. The 2013 grant request is for $67,805.00 of which eighty percent is Federally funded. The grant will allow the Department to continue to provide this valuable service. We request approval to submit the application for grant funding.

Discussion

The criminal justice system can be intimidating and impersonal to victims of crime. The Victim/Witness reaches out to crime victims by addressing their concerns and questions, helping them understand and navigate through the criminal justice system and preparing them for court testimony if necessary. These are important services that would go unmet with a loss of justice to many people without the operation of the Unit.

The Police Department has prepared the 2013 VOCA grant requesting funding for the Victim/Witness Unit. The total grant request is $67,805.00 of which eighty percent is Federally funded. The City's match would be $13,561.00. The grant provides for the paid full time coordinator and support costs of the Unit. The Department is requesting approval to submit the application for VOCA grant funding.

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 2013 Victim/Witness Unit VOCA grant application.

Sample Motion

Move to approve the 2013 Victim/Witness Unit VOCA grant application.

State Use Only

Grant #_____

NEBRASKA CRIME COMMISSION
2013 VICTIM ASSISTANCE
Victims of Crime Act (VOCA) & State Victim Assistance
GRANT APPLICATION

1. Applicant Name: Must be the agency/organization that will receive and disburse the grant funds.	City of Grand Island	Phone (308)385-5444 Fax (308)385-5486
2. Applicant Federal Employer ID #: (must be 9 digits)	47-6006205	
3. Applicant DUNS #:	040919607	
4. Applicant Address:	P.O. Box 1968, Grand Island, Nebraska 68802-1968	
5. Project Title:	Grand Island/Hall County Victim Assistance Program	
6. Project Director: (Receives all correspondence)	Name: Steve Lamken Title: Chief	Phone(308) 385-5400 Fax (308) 385-5398
	Email: slamken@gipolice.org	
	Address:111 Public Safety Drive Grand Island, NE 68801-8410	
7. Project Coordinator: (Contact Person)	Name: Kerry Garza	Phone(308) 385-5400 Fax (308) 385-5398
	Email: kgarza@gipolice.org	
	Address: 111 Public Safety Drive Grand Island, NE 68801-8410	
8. Fiscal Officer: (Cannot be Project Director)	Name: Kristina Waggerman	Phone (308) 385-5400 Fax (308) 385-5398
	Email: kevans@gipolice.org	
	Address: 111 Public Safety Drive Grand Island, NE 68801-8410	
9. Authorized Official: (NOTE: The authorized official would include county board chair, mayor, city administrator, state agency director, chair or vice-chair of non-profit agency.)	Name: Jay Vavricek	Phone (308)385-5444,Ext 140 Fax (308)385-5486
	Email: mayorvavricek@grand-island.com	
	Address: P.O. Box 1968 Grand Island, NE 68802-1968	

10. Proposed Project Period (month/day/year): From 10-01-2013 To 09-30-2014

11. Previous 5-Years of Crime Commission funding for this project:

Grant #	Amount	Area Served by Project (Counties/Cities)
Grant #:08-VA-225	**Amount$27,907.00**	**Grand Island/Hall County**
Grant #:09-VA-230	**Amount$45,116.00**	**Grand Island/Hall County**
Grant #:10-VA-229	**Amount$46,110.00**	**Grand Island/Hall County**
Grant #:11-VA-212	**Amount$46,110.00**	**Grand Island/Hall County**
Grant #:12-VA-213	**Amount$46,110.00**	**Grand Island/Hall County**

12. Type of Agency:

- O State Agency
- ❄ Unit of Local Government
- O Private Non-Profit
- O Native American Tribe or Organization
- O Other:

13. Funds will be used primarily to: (check only one)

- O Expand services into a new geographic area
- O Offer new types of services
- O Serve additional victim populations
- ❄ Continue existing services to crime victims
- O Other:

14. If awarded, these funds will:

- O Start a New Victim Services Program
- O Expand or Enhance Existing Program not funded by VOCA in previous years
- ❄ Continue Existing Program funded by VOCA in previous years
- O Technology

15. Identify types of victims to be served with requested Victim Assistance funds and Match funds:

- ❄ Child Abuse/Physical
- ❄ Child Abuse/Sexual
- ❄ DUI/DWI Victims
- ❄ Domestic Violence Victims
- ❄ Adult Victims/Sexual Assault
- ❄ Other – Burglary, Arson, Protection Order Violations, Hate Crimes, Stalking, Terroristic Threats, Vulnerable Adult Abuse, Criminal Mischief, Intimidation by Phone, Witness Tampering, Strangulation, Identity Theft, Human Trafficking
- ❄ Elder Abuse
- ❄ Adult Survivors of Incest or Child Sexual Abuse
- ❄ Survivors of Homicide Victims
- ❄ Robbery
- ❄ Assault

16. Agency Staff / Volunteers	# Part Time	# Full Time
Total # of agency volunteers (excluding board members)	5	0
Total # of paid agency staff	0	1
# of volunteers that support this project only	5	0
# of paid staff for this project only	0	1

17. Check the services to be provided by the Victim Assistance Funds and match funds.

- O Crisis Counseling
- ❄ Follow-up Contact
- O Therapy
- O Group Treatment
- O Crisis Hotline
- O Shelter/Safe Home
- ❄ Personal Advocacy
- ❄ Information/Referral
- ❄ Criminal Justice Advocacy
- O Emergency Financial Assistance
- O Emergency Legal Advocacy
- ❄ Assist with Filing Compensation Claims
- ❄ VINE assistance to victims
- ❄ Telephone Contacts (Information & Referral)
- ❄ Other: Victim Impact Statement and Restitution Assistance, Court Accompaniment, Protection/Harassment Order Assistance, Transportation

NEBRASKA CRIME COMMISSION
BUDGET SUMMARY

Category	Requested Federal Amount	Match Share	Total Project
A. Personnel	$54,244.00	$6,418.00	$60,662.00
B. Consultants/Contracts			
C. Travel			
D. Supplies/Operating Expenses		$7,143.00	$7,143.00
E. Equipment			
F. Other Costs			
TOTAL AMOUNT	$54,244.00	$13,561.00	$67,805.00
% Contribution	80%	20%	100%

CERTIFICATION: I hereby certify the information in this application is accurate and, as the authorized official for the project, hereby agree to comply with all provisions of the grant program and all other applicable state and federal laws.

Name of Authorized Official: Jay Vavricek
Title: Mayor
Address: P.O. Box 1968
City, State, Zip: Grand Island, NE 68802-1968
Telephone: (308) 385-5444, Ext. 140
Signature of Authorized Official:
Date:

NOTE: Authorized official includes county board chair, mayor, city administrator, state agency director, chair or vice-chair of non-profit agency.

CATEGORY A - PERSONNEL

Position	Annual Salary	% Time Devoted	Amount Requested	Match	Subtotal	Requested Fringe	Match Fringe	TOTAL COSTS
Project Coordinator	$40,819.00	100%	$40,819.00	$	$40,819.00	$13,414.00	$1,217.00	$55,450.00
Volunteer (s) (250 hours @ $9.00 per hr)	$ 2,250.00	100%	$	$2,250.00	$ 2,250.00	$	$	$ 2,250.00
Project Director	$66,000.00	2%	$	$1,320.00	$ 1,320.00	$	$	$ 1,320.00
Fiscal Officer	$ 38,000.00	2%	$	$ 760.00	$ 760.00	$	$	$ 760.00
GIPD Support Staff (50 hours @ $17.42 per hr)	$ 871.00	100%	$	$ 871.00	$ 871.00	$	$	$ 871.00
	$	%	$	$	$	$	$	$
	$	%	$	$	$	$	$	$
	$	%	$	$	$	$	$	$
	$	%	$	$	$	$	$	$
	$	%	$	$	$	$	$	$

Total Personnel Budget	Amount Requested	Match	Subtotal	Fringe Requested	Fringe Match	TOTAL COSTS
	$40,819.00	$5,201.00	$46,020.00	$13,414.00	$1,217.00	$60,651.00

CATEGORY A – PERSONNEL NARRATIVE:

1. Direct Salaries.

The City of Grand Island has a 16-step pay plan for non-union employees based on merit. The existing position of **Coordinator** will receive a Step 15 salary of $40,819 which includes a 10-01-2013 3% COLA. This is a full-time position based on 2080 hours per year with 100% of that time devoted to the project. The amount of federal funds requested for that position is $40,819. The Director is currently the only paid staff. A list of duties includes: provide direct service to victims of crime; recruit, train, and supervise volunteers; maintain proper records of all activities; public awareness of victim assistance services; grant management activities.

Volunteers for the program will provide conservatively 250 hours of service annually, assisting the Coordinator with victim advocacy and public awareness of victim assistance services. 100% of that time will be devoted to the project and will amount to a local match of $2,250.00 (250 hours x $9.00).

The existing position of **Project Director** will contribute 2% of his time, equal to $1,320.00 (41.6 hours x $31.73 per hour), to the project. The Director of the program will consult with the Coordinator regarding the program's activities. He will maintain weekly Coordinator contact, conduct a quarterly staffing, and prepare an annual written employee evaluation. Regarding direct victim service and specific cases, Director will continue to provide support, direction and guidance to Coordinator as needed. The existing **Fiscal Officer** will devote 2% of her time, equal to $760.00 (41.6 hours x $18.28 per hour) to the project. The Officer will oversee the finances of the project. Grand Island Police Department **Support Staff** will continue to provide conservatively 50 hours of service to the program. Support personnel will assist the coordinator by answering the telephone, reviewing reports, setting up victim files, filing, inputting data and maintaining records. 100% of that time will be devoted to the project and will amount to $871.00 (50 hours x average $17.42 per hour). The Project Director's, Fiscal Officer's, and Support Staff's hours ($2,951.00 total) are factored into the match portion of the grant.

2. Fringe Benefits.

The total fringe benefits for the Coordinator are estimated at $14,631.00 and include the following: individual health insurance (employer's share $7,127.00), Social Security ($2,531.00), Medicare ($592.00), Pension ($2,449.00), Bilingual Pay ($1,000.00), Health Retirement Account ($780.00), life insurance ($78.00), and disability ($74.00). We are requesting federal funds in the amount of $13,414.00 and the remaining $1,217.00 will be paid by the City of Grand Island and included in our local match.

The total personnel budget for fiscal year 2013-14 is $54,233.00 ($40,819.00 salary + $13,414.00 benefits) in federal request with a local match of $6,418.00 ($2,250.00 volunteer hours + $2,080.00 Director/Fiscal Officer hours + $871.00 GIPD Support Staff + $1,217.00 Coordinator Fringe Benefits) for a total cost of $60,651.00.

CATEGORY D – SUPPLIES AND OPERATING EXPENSES

1. SUPPLIES:

Item	Quantity	Unit Price	Amount Requested	Applicant's Match	**TOTAL COSTS**
		$	$	$	$
		$	$	$	$
		$	$	$	$
		$	$	$	$
		$	$	$	$
		Supplies SUBTOTAL	$	$	$

1. OPERATING EXPENSES – (Note Special Instructions):

	Rate (per month)	Amount Requested	Applicant's Match	**TOTAL COSTS**
Rent – Equipment	$	$	$	$
Rent – Facilities	$463.00		$ 5,558.00	$ 5,558.00
Telephone	$ 50.00		$ 600.00	$ 600.00
Utilities	$	$	$	$
Auto Lease	$	$	$	$
Photo Copying	$	$	$	$
Printing	$	$	$	$
Non-consultant Contract Help	$	$	$	$
Bookkeeping/Audit	$	$	$	$
Other: Computer User Fees (Coordinator)	$ 82.00	$	$ 985.00	$ 985.00
	$	$	$	$
Operating Expenses SUBTOTAL		$	$ 7,143.00	$ 7,143.00
SUPPLIES / OPERATING EXPENSES TOTAL		$	$ 7,143.00	$ 7,143.00

CATEGORY D - SUPPLIES AND OPERATING EXPENSES NARRATIVE:

1. **Supplies**

No federal funds are being requested for supplies, nor are supplies figured into the match portion of the grant.

2. **Operating Expenses**

No federal funds are being requested for operating expenses, but they will be included in the match portion of our grant.

The Victim Assistance Program office is located in Grand Island's Law Enforcement Center. The City provides this space as an in-kind match. The 306 square foot office is appraised at a fair market value of $14 per square foot, as is the adjoining 91 square foot office. Utilities, custodial services, and receptionists are included with the facility. Monthly rent is figured at $463.00 per month, or $5,558.00 annually. Telephone service, also provided by the City, is estimated at $50.00 per month, or $600.00 annually, and is included in the match portion of our grant.

The County operates a Spillman software criminal justice program. Included on the system of shared data are the Hall County Sheriff, Hall County Attorney, Hall County Corrections, Hall County Court, and the Grand Island Police Department. The user fee for this system, including Internet, email, and support service is approximately $82.00 per month, or $985.00 per year, and will be provided for 1 user by Hall County as local match.

The City Of Grand Island has made a vehicle available to the Victim Assistance Program staff and volunteers. Grand Island Police Department training funds have been and will be used to send the Program Coordinator to the annual Crime Victims Rights Week Conference in Omaha and to other relevant trainings. However, neither expense is figured into the grant.

3. **Total Supplies and Operating Expenses**

Total supplies and operating expenses budget provided by Hall County and the City of Grand Island as a local match is $7,143.00 ($5,558 rent + $600 telephone + $985 computer user fees).

Sustainability

The Grand Island/Victim Assistance Program first received funding from the Nebraska Crime Commission in October 2003 and officially opened for business on April 1, 2004. The program functions under the Administrative Department of the Grand Island Police Department on a total annual operating budget of approximately $61,000. Our primary source of funding is the $46,000 Victims of Crime Act (VOCA) grant, with the additional $15,000 match provided by Hall County and the City of Grand Island. Our program, staffed with one full-time bilingual (Spanish/English) coordinator and 5 part-time volunteers, serves over 2000 unduplicated clients each year Police Department Support Staff contribute 4-5 hours per month to that accomplishment. It is our mission to assist victims throughout their cases in order to prevent any further victimization, to reduce the trauma of the crime experience and to aid in the rebuilding of the victim to a state of well being. In addition, it is our hope to improve the attitude of the victim/witness, and the community in general, towards the criminal justice system.

Since its inception, Victim Assistance Program staff has done, and continues to do, several presentations to community organizations. Those presentations always include information about our funding and the need for community support.

We inform our elected representatives on the status of funding for the Victim/Witness Unit. We are scheduled to present information regarding the 2013 application and estimated funding budget at the April 9th, 2013 Grand Island City Council meeting. Also, we present after the grant award with specific funding requirements for the City.

Award funding has varied each year. On every occasion, the City of Grand Island has met any financial shortfall as it relates to the program needs. While we cannot speak for future councils, the City of Grand Island and Hall County are committed partners to the effort and funding for the Victim/Witness Unit.

Activities related to long term funding are as follows:

1. Presentations to the Grand Island City Council.
2. Provision of police personnel hours to the Victim/Witness Unit.
3. Presentations to public civic organizations.

During 2 of the last 5 grant periods, the VAP and Child Advocacy Center (CAC) attempted to fund a new shared part-time child advocate. This new position would have provided “seamless” services to our child victims, but also would have cost-effectively increased our manpower while giving us access to outside funding. The CAC, currently without a director, was unable to consider the position last year and is unable to consider it again this year. However, we have discussed with their Board the possibility of doing so next year.

Community Description

1.

Grand Island, Nebraska is located in Hall County in Central Nebraska where Interstate 80 and Highways 30 and 34 intersect Highway 281. The total county population is 60,345 according to U.S. census data. The estimated population of Grand Island is 49,239. Other communities in Hall County are Doniphan, Wood River, Cairo, Boelus and Alda. Grand Island is a major retail sales location with other major industry being light manufacturing, medical and health services, and a large beef packing plant which employs approximately 3,500 people (80% of them Hispanic, a majority of which speak Spanish). We have a rich blend of cultural influences in our community with significant immigrant populations from South and Central America (Mexico, El Salvador, Guatemala primarily), Sudan, Somalia, Bosnia, Laos, and Vietnam. Because of our close proximity to the Interstate and highways, we do have many drug-related crimes and gang-related activities in our community. Grand Island Police Department has 6 Patrol Officers, 1 Investigator, and 1 Supervisor assigned to the Gang Operations Unit tasked to gather intelligence and work on increasingly effective methods of tracking gang-related crimes. Prevention efforts provided by Police School Resource Officers include Gang Resistance Education and Training to all Grand Island Public Schools' 5th grade and middle school students.

Fortunately, Hall County has a variety of helping agencies which actively participate in this project. The Central Nebraska Child Advocacy Center, which is a fully accredited center by the National Children's Alliance since 2005, covers an 11-county area providing outreach and support to the child victims and non-offending family members. All of their services are provided at no cost to victims and/or their families. If referrals are made for mental health services and the family does not have insurance or resources to pay for these services then the CAC has made arrangements with various providers to pay these fees at a reduced cost. The basic components of their advocacy include the following elements: providing crisis response to children and non-offending family members seen in hospital emergency rooms following a sexual assault and to those who present to CAC for SANE Exams, forensic interviews, ongoing support and personal advocacy to the child victim and non-offending family members, assisting victim and family in locating and obtaining services needed to help and protect them, attending court hearings not covered by victim assistance program (usually civil), monitoring case progress and informing family of case status. However, each case is different and they will adapt their services to address the specific needs of child victim and non-offending family member(s). Hope Harbor provides a transitional shelter and other services to families who are temporarily displaced from their homes and to our refugee community. We make referrals to them, and to: Central Health Center, Child Advocacy Center (CAC), Nebraska Legal Services, Crisis Center, DHHS, WIC, Community Food Pantry, Heartland Share, Voc. Rehab., and numerous counseling agencies and churches. Agencies that actively participate in this project include: Grand Island Police Department, Hall County Sheriff's Office, Crisis Center, CAC, Hall County Attorney's Office and District 9 Probation Office.

2.

Race	Number	% of Total Population
White	56,242	93.2
Black/African American	1,328	2.2
American Indian/ Alaska Native	966	1.6
Asian	664	1.1
Native Hawaiian/Other Pacific Islander	302	.5
Other	843	1.4
***Total Population**	**60,345**	**100%**
Hispanic or Latino		
***Total Population**	**60,345**	**100%**
Hispanic or Latino	**14,483**	**24**
Not Hispanic or Latino	**45,862**	**76**

*Total Population – these are the same number

List the counties included in above table: Hall County Nebraska

Source of Data: http://quickfacts.census.gov/gfd/index.html (Source U.S. Census Bureau: State and County QuickFacts. Data derived from Population Estimates, American Community Survey, Census of Population and Housing, State and County Housing Unit Estimates, County Business Patterns, Nonemployer Statistics, Economic Census, Survey of Business Owners, Building Permits, Consolidated Federal Funds Report
Last Revised: Monday, 11-Mar-2013 14:16:08 EDT)

Problem Statement

1. State the Problem

The problem to be addressed by this proposed project is crime and its devastating effect on individuals and families in the community of Grand Island and Hall County, Nebraska.

2. Describe the Problem

There is a high number of felony and serious misdemeanor crime in Hall County that has a direct impact on the victims of that crime.

The FBI Report of Offenses Known to Law Enforcement in 2012 indicates an overall downward trend in crime in Grand Island with violent crime increasing and property crime decreasing. In Grand Island, there were 42 reports of forcible rapes, 6 attempted rapes and 37 other sex offenses. An additional 4 sexual assaults were investigated by the Hall County Sheriff's Office. The Victim Assistance Program (VAP) assisted 58 adult victims of sexual assaults and sex offenses in 2012. The reported incidents of assault also remain high in Hall County. Grand Island Police Department investigated 102 reports of felony assault, 598 incidents of simple assault and 244 domestic assaults, while Hall County Sheriff's Office investigated an additional 14 assaults and 10 domestic assaults. The VAP provided services to 309 victims of assault and 379 victims of domestic violence crimes. Law Enforcement agencies investigated a total of 392 reports of child abuse/neglect, and although the CAC is working with child victims of the more serious crimes, the VAP still served 427 children, victims of serious crimes as well as victims of assault, threats, phone harassment, and theft. Other incidents of crime in the county include 21 robberies and 456 burglaries, many of them residential. The VAP served 46 robbery and 303 burglary victims.

Because of our close proximity to the Interstate and highways, we do have many drug-related crimes in Grand Island. In 2012 there were 523 total reports of drug violations with 114 resulting in adult arrest, citation or referral. Gang-related activities are also on the rise in our community, with the most visible signs being: graffiti, drive-by shootings, felony assaults, property damage, self-reported increase in recruitment, and local alignment with out-of-state gangs.

There is a large population of elderly, 8086 in Hall County according to the 2012 Census estimates, in our community. The VAP provided assistance to 260 last year. We know that offenders prey on the elderly because of stereotypical vulnerabilities related to age and we want to remain vigilant in providing these services to the elderly.

The underreporting of crime is an issue in all communities. However, within the Hispanic community there is the potential for the incidence of underreporting to be much higher. The perception of the lack of access, information, and a voice in the criminal justice system exacerbates this problem. The Hispanic population reported by U.S. census data is 24% in Hall County. Hispanic crime victims make up approximately 37% of the VAP's clientele. Since we do not assume we are reaching every Hispanic crime victim, we believe the figures indicate a need for concern that there is a proportionately higher rate of victimization within the Hispanic community, suggesting a greater need for services.

3.

Provide Statistical Documentation of the Problem

Number of Victims Served (face to face & telephone)	**2010**	**2011**	**2012**	**% of change from 2010 to 2012**
Total <u>Unduplicated</u> # Victims Provided Direct Services:	2220	2044	2195	-1.1
(unduplicated) Face to Face	N/A	N/A	N/A	N/A
(unduplicated) Telephone	N/A	N/A	N/A	N/A
Total # of children served (0-17 years)	385	298	427	+10.9
Total # of elderly victims served (65+)	237	174	260	+9.7
Total # minority victims served	968	927	1040	+7.4
Number of Victims Served by Type of Crime:				
Homicide Survivors	8	9	8	0
Sexual Assault / Adult	39	49	58	+48.7
Child Abuse / Physical	64	44	46	-28.1
Child Abuse / Sexual	105	49	83	-20.9
Domestic Violence	318	319	379	+19.2
Adult Survivor of Incest / Child Sexual Assault	3	4	2	-33.3
Assault	392	337	309	-21.1
DWI / DUI Crashes	3	6	22	+633
Robbery	45	42	46	+2.2
Elder Abuse	1	0	2	+100
Burglary	247	290	303	+22.6
Other:	993	895	936	-5.7
Total # adult victims provided shelter	N/R	N/R	N/R	N/R
Total # child victims provided shelter	N/R	N/R	N/R	N/R

Source of data: ***Analyst International's Victim Case Management System (VCMS) Provided by Nebraska Crime Commission.***

- ***Face to Face and Telephone Contact statistics are available. A technical problem, however, prevents us from accessing the <u>unduplicated</u> numbers served. Provided below is the <u>total</u> number of F/F, telephone, and e-mail contacts.***

Additional Statistics	**2010**	**2011**	**2012**	%Change from 2010 to 2012
Number of e-mail contacts	438	405	704	+60.7
Number of telephone services	3695	3471	5402	+46.2
Number of face to face services	616	793	855	+38.8
Number of follow up contacts	1589	1188	1115	-29.8

Solution

1. Project Operations

The Grand Island/Hall County Victim Assistance Program ("VAP") has a cooperative relationship with several community-based agencies. The goal is to provide for continuity of comprehensive victim services, without duplication. The agencies currently include: law enforcement (the Hall County Sheriff's Department; the Grand Island Police Department; District #9 Probation, and Howard County Attorney and Nebraska State Patrol on a more limited basis.); and also include: the Crisis Center; the Children's Advocacy Center (CAC), and the Hall County Attorney's Office. The VAP coordinator also attends the local Community Response Team (CRT) and the child abuse treatment and investigative team meetings required by LB 1184 to monitor and coordinate the investigation and treatment of families where child abuse or neglect has been found, and interacts with other organizations including: Central Health Center, Saint Francis Hospital, and Hall County School System.

Every morning, the VAP coordinator and/or the volunteer review all reports generated by the Grand Island Police Department (GIPD) and the Hall County Sheriff's Office (HCSO) in the 24-hour period immediately preceding arrival at the office. We screen the reports for victims of domestic violence, sexual assault, child abuse, and other high priority crimes to determine the immediacy of need for victim services. It is our view that many crimes involving family violence are reported as "other" crimes, such as: criminal mischief, theft, trespassing, etc. With domestic violence, for instance, as a batterer's abusive conduct escalates, a batterer will act out violently against the personal property of the victim (including pets) as a way to instill fear and gain control over the victim. For this reason, the VAP reads all reports to determine if the facts—not just the reported charge—fall within the criteria for VAP intervention. If the case involves domestic violence or sexual assault, we call the Crisis Center (in accordance with our CRT protocols) to allow them to make immediate initial contact with the victim. The VAP will follow-up that afternoon or the next day unless otherwise contacted by the Crisis Center or the victim. If the case involves child neglect, endangerment, or abuse, we contact the Child Advocacy Center (CAC) who will make initial immediate contact with the victims. VAP will follow-up unless otherwise contacted by the CAC or victim.

Many times, cases are determined to be open/not workable or closed by the investigating officers. Often, it's because there is a crime that occurred against a victim, but the evidence does not lead to a clear suspect. Since the case may not go further in the system without more evidence, the VAP contacts these victims as soon as possible. At that time, we offer support, referrals to community resources and Crime Victims Reparations, safety planning, and explanations for why the case cannot move forward. When applicable, we also help them to document further activity in the hopes that they will continue to turn to law enforcement, and that they will have a better case next time. Occasionally, victims have additional pertinent information, so we refer them back to law enforcement, and accompany them or assist them if they desire. If/when there was an error or misunderstanding on the part of law enforcement, we contact the officer or a superior to correct that error.

Many of our cases are referred to the County Attorney before an actual arrest is made. In these instances, the VAP also makes contact with the victim. The purpose is to offer aforementioned services and: to help the victim determine if follow-up is needed within the system; answer whatever questions the victim(s) may have, explain the process and how it will affect them, and establish a link between the victim, law enforcement, and other helping agencies. We find that victims often feel more comfortable communicating their wishes/concerns etc. to someone who is not a member of "law enforcement." Once a qualifying case comes to the VAP coordinator's attention, initial contact is made either by telephone or face to face, along with a letter. The VAP will continue to assist the victim throughout the process, as long as the victim desires, and will facilitate

continued communication between the victim and the other agencies. In those cases where there was a custodial arrest, we provide all the same services, but we contact victims immediately so we can help them access the VINE system before the inmate is released from jail and to find out if they have information or requests for the prosecutor regarding bond.

Some cases referred to the County Attorney are declined or dismissed. In this instance, we contact victims to inform them, and then proceed as with the previously mentioned victims. Fortunately, many cases are charged by the Hall County Attorney and will be prosecuted. In addition to the previously explained services, the VAP, which has access to the County Attorney's case management system, checks the status of the victim's case and then notifies them of the status, name of the prosecutor, location of the courthouse/courtroom, and court dates/times. Once we have made initial contact with that victim and done the preliminary work, we encourage them to call us within a certain period of time relevant to that case (2 weeks before the trial, for instance). We continue to check on the status of that case until it is closed, and we continue to contact that victim when we note changes, but we do let them know that they should call us anytime with questions, etc. It is during this time that we help prepare the victims to testify in court. To make them more comfortable, we set up meetings with the prosecutors, we accompany them to the courthouse/courtroom for an "orientation," and we answer numerous questions they usually have about everything from what to wear to what to expect from the defense attorney. It is also during this time that victims are given the opportunity to talk about what they want to see happen with the case. To facilitate the victims having a "voice" within the system, we communicate their wishes to the prosecutors. Many cases are settled with plea agreements. For those that are not, we accompany victims (per their request) to court.

Once a court case is disposed of, we continue to follow-up with victims according to their needs. If the case is set for sentencing, we assist the victim in doing a Victim Impact Statement. We either contact the probation officer (who is responsible for the pre-sentence investigation) for them, or give them information on how to contact the responsible officer. We explain to them the reason for the statement, how it will be used, who will read it, etc. so they can make an informed decision on whether to execute their rights. We often attend sentencings with or for our victims, and then inform and explain to them what happened and what will happen next. In cases where the defendant is sentenced to prison, we provide the victims with handbooks, Parole Board information and telephone numbers, VINE instructions, etc. We have also accompanied victims to Parole Hearings.

There is an air of easy cooperation between the Victim Assistance Program personnel and the various Criminal Justice System agencies. Nonetheless, it is made clear to the victims that the VAP is advocating for the victim and advancing his or her desires only. VAP files are not shared with the attorneys, nor are our computer records accessible to the other agencies. For the most part, the goal of the Criminal Justice System and the VAP are similar, to create an environment in which a victim will return to the system, while holding the defendant as accountable as possible. On occasions where each agency takes an opposing position, each agency has respected the position of the other.

To all persons who are victims of crime in Hall County (or a victim of a serious felony in Howard County), the VAP is committed to providing the same services. Now, because of the VAP caseload and limited manpower, victims of violent physical crimes receive the highest priority. Elderly or minority victims of otherwise "low-priority" crimes are also contacted promptly. In order to reach out to our growing Hispanic population, our voicemail and victim letters are done in both English and Spanish, and we leave telephone messages in both languages.

2. Coordination

Agency Name	How your program specifically coordinates with this program.
Law Enforcement (Grand Island Police Department and Hall County Sheriff)	Law Enforcement allows us access to their reports via computer. Officers/Deputies refer victims to us, and frequently contact us with additional information regarding victims who need services. We contact officers for follow-up on cases, with victim questions, or for help with safety and other issues. We regularly arrange for victims to meet with officers.
Crisis Center	Mutual referrals and coordination of services. We contact each other when working with victims, so victims have access to both agencies without having to travel across town.
Child Advocacy Center	Mutual referrals and coordination of services. We refer every child victim to them for follow-up. We maintain contact regarding cases to ensure children (and their families) have access to all available resources with the least amount of inconvenience.
Hall County Attorney's Office	Hall County Attorney allows us access to their case management system. We serve as a liaison between the victim and deputies regarding cases. We contact the deputies with requests/questions from victims, and deputies contact us with case information so that we may offer services to the victims. We arrange for victims to meet with the deputies, and when we accompany victims to court, deputies keep us informed of the proceedings so we can best support the victims.
District 9 Probation Office	Coordination of services with regard to victim impact statements. Probation officers contact us when they are doing certain PSI's to determine the best way to contact the victim. We advise victims of their right to do the statement, and how/where to do that.

Activities / Timetable

ACTIVITY	POSITION RESPONSIBLE	1ST Quarter 1st-3rd	2nd Quarter 4th-6th	3rd Quarter 7th-9th	4th Quarter 10th-12th
Assist with filing compensation claims	Coordinator and Volunteer (s)	❄	❄	❄	❄
Attend Annual Victims' Rights Conference	Coordinator	❍	❍	❄	❍
Recruit and train volunteers	Coordinator	❄	❄	❄	❄
Provide direct services to crime victims by phone, e-mail, or in person	Coordinator and Volunteer (s)	❄	❄	❄	❄
Prioritize need for service to Hispanic and elderly victims of crime	Coordinator and Volunteer (s)	❄	❄	❄	❄
Prepare quarterly reports in a timely manner	Coordinator, Fiscal Officer, Project Director	❄	❄	❄	❄
Community Presentations on Victim Assistance Program	Coordinator and volunteer (s)	❄	❄	❄	❄
Distribute Victim Assistance Program Brochures	Coordinator and volunteer (s)	❄	❄	❄	❄
Prepare grant application to request VOCA funds	Coordinator, Fiscal Officer, Project Director	❍	❍	❍	❄
		❍	❍	❍	❍
		❍	❍	❍	❍

Goals, Objectives & Performance Indicators

Goal, Objectives & Performance Indicators		
Goal: Victim assistance services will be available for all victims of crime in Hall County.		
Objective # Maintain Number of Crime Victims Receiving Needed Services Within 12 Month Period.		
Performance Indicators:	Baseline Statistics	Projected Results (Outcomes)
Number of Victims Served Within 12 Months	2189	2189
Number of Elderly Victims Served Within 12 Months	263	263
Number of Hispanic Victims Served Within 12 Months	790	790
Number of Children Served Within 12 Months	395	395
Objective # Maintain overall public awareness by distributing 715 brochures and conducting 5 community presentations.		
Performance Indicators:	Baseline Statistics	Projected Results (Outcomes)
Number of brochures distributed	715	715

Number of presentations conducted	5	5

Continuation Information

1. Briefly describe the most recent (past year) funded grant project's accomplishments, milestones, goals and objectives.

Recruited and trained 3 new part-time volunteers while retaining 2 previous volunteers
Completed written Limited English Proficiency (LEP) plan for our program
Updated program brochures and website
Continues to provide comprehensive services to crime victims in Hall County
Continues to provide bilingual services to Spanish-speaking victims
Increases public awareness of services by distributing brochures and conducting presentations
Continues to coordinate service with community agencies
Continues to meet goal objectives
Continues to attend LB 1184 Investigative Team Meetings and LB 1184 Treatment Team Meetings
Continues to attend Coordinated Community Response Meetings
Continues to volunteer for NLETC to do sexual assault and domestic violence role plays and panel discussions

2. Clearly state how continuation funding is vital to the ongoing success of the program.

The VOCA grant pays the salary and a majority of the benefits of the Grand Island/Hall County Victim Assistance Program's only paid staff member, the Coordinator, who is a full-time bilingual advocate. The City of Grand Island and Hall County are committed partners to this project and provide the match for VOCA funding. They've seen especially difficult budgets over the last few years, however, and were forced to cut positions and impose furloughs and wage freezes. While the most recent budget includes the Victim Assistance Program and balances current expenditures with current revenues in a manner that seems sustainable, the future remains uncertain. It is reasonable to assume the City and County would jointly fund a victim/witness unit, but without VOCA funding it is possible the program would experience a reduction in service hours, services provided and, thus, in the number of victims served.

3. Explain any problems, barriers or challenges during the previously funded grant project. Discuss how these were addressed and the end results.

The majority of our "problems" are typically routine in nature and related to victims' individual cases as is par for the course with victim advocacy. In these instances we network very closely with our partner agencies and utilize community resources. Our ongoing struggle has been maintaining volunteers/volunteer hours and, thus, numbers of victims served. This last few grant years were especially challenging due to City budget cuts and, more specifically, the elimination of GIPD support staff positions. Since GIPD support staff provides volunteer hours to our program as a local match, these cuts directly affect our ability to function. In preparing for the cut, then, we adjusted the hours and duties assigned to support staff personnel so they could fulfill their volunteer responsibilities in smaller and more frequent blocks of time, lessening the resulting recovery time in both areas. In further preparation for the cuts, we more aggressively, and successfully, recruited and trained new volunteers. Although it has been strenuous at times, we've remained disciplined and structured, and have achieved our goals.

4. Provide any other relevant information here.

Ideally, Law Enforcement, Victim/Witness Units, Safe Centers, and Child Advocacy Centers are interdependent and complementary to each other, but statewide they are frequently known to be at odds. In spite of our obvious lack of personnel, our program maintains statistics comparable to VAP programs with more staff than ours and in similarly-sized communities. We credit the Grand Island Police Department and the other criminal justice system agencies for the strong support they give us. We also attribute it to the solid,

healthy working relationships developed between our program and the Crisis Center and the Child Advocacy Center.

CERTIFIED ASSURANCES

1. The applicant assures that federal or state grant funds made available under the Victims of Crime Act (VOCA) and state victim assistance funds will not be used to supplant existing funds, but will be used to enhance or expand direct services to victims of crime.

2. The applicant assures that fund accounting, auditing, monitoring, and such evaluation procedures as may be necessary to keep such records as the Nebraska Commission on Law Enforcement and Criminal Justice (Crime Commission) shall prescribe will be provided to assure fiscal control, proper management, and efficient disbursement of funds received under the victim assistance grant program.

3. The applicant assures that it shall maintain such data and information and submit such reports, in such form, at such times, and containing such information as the Crime Commission may require.

4. The applicant certifies that the program contained in its application will meet requirements as stated in the Victim Assistance Grant Application Kit; that all information presented is correct; that there has been and will be throughout the life of the grant, appropriate coordination with affected agencies; and, that the applicant will comply with all provisions of the Victims of Crime Act and all other applicable federal and state laws.

5. The applicant assures that it will comply and all of its contractors will comply, with the non-discrimination requirements of the Victims of Crime Act; Title VI of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973 as amended; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; and the Department of Justice Non-Discrimination Regulations 28 CFR Part 42, Subparts C, D, E, and G and, Executive Order 11246, as amended by Executive Order 11375, and their implementing regulations.

6. The applicant assures that programs will maintain information on victim services provided by race, national origin, sex, age, and handicap.

7. The applicant assures that in the event a federal or state court, or federal or state administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin or sex against a recipient of funds, the recipient will forward a copy of the finding to the Crime Commission and the Office of Civil Rights Compliance (OCRC) of the Office of Justice Programs.

8. The applicant assures that, if required, it will formulate an equal employment opportunity program (EEOP) in accordance with 28 CFR 42.301 et. seq., and submit a certification to the state that it has a current EEOP on file which meets the requirements therein.

9. The applicant assures that it will comply and contractors will comply, with the provisions of the Office of Justice Programs "Financial and Administrative Guide for Grants," M 7100.01.

10. Pursuant to the Office of Management and Budget (OMB) Circular A-133, non-Federal entities expending $500,000 or more a year from all federal sources shall have a single organization-wide audit conducted in accordance with the provisions of OMB Circular A-133. Non-federal entities that expend less than $500,000 a year in Federal dollars from all sources are exempt from Federal audit requirements for that year. However, financial records must be maintained in an acceptable accounting system and be available for review or audit by appropriate officials of Federal, state or local agencies.

11. Confidentially of Research Information. No recipient of monies under the Victims of Crime Act shall use or reveal any research or statistical information furnished under this program by any person and identifiable to any specific private person for any purpose other than the purpose for which such information was obtained in accordance with the Act.
12. Confidentiality of Victim Information - At no time shall a victim's name, address, phone number or other identifying information be divulged to another individual or agency unless they are a part of the criminal justice

system or Health and Human Services system unless the victim has given prior voluntary written consent for such release of information.

13. The applicant agrees to submit all required reports in a timely manner.

14. The applicant agrees not to utilize federal or state victim assistance funds for crime prevention, community education, services to perpetrators, conference attendance by individual crime victims, lobbying, victim re-location or services to witnesses other than the victim.

15. The applicant agrees to establish and maintain a Drug Free Workplace Policy.

16. The applicant will comply, and all its contractors will comply with the Equal Treatment for Faith Based Organizations Title 28 C.F.R. part 38.

CERTIFICATION

I certify that I have read and reviewed the above assurances, that the applicant will comply with all provisions of the Victims of Crime Act and all other applicable federal and state laws, and, that the applicant will implement the project as written, if approved by the Crime Commission.

(SIGNATURE OF AUTHORIZED OFFICIAL)	(DATE)
P.O. Box 1968, Grand Island, Nebraska 68802-1968	
(ADDRESS)	
Jay Vavricek	Mayor
(TYPED NAME)	(TITLE)
(308)385-5444, Ext 140	
(TELEPHONE NUMBER)	

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTER; AND DRUG-FREE WORPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over $100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARTMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transaction, as defined at 28 CFR Part 67, Section 67.510-

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State of Federal court, or voluntarily excluded from covered transactions by any Federal department of agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIUALS)

The applicant certifies that it will or will continue to provide a drug-free workplace by:

A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition:

B. Establishing an on-going drug-free awareness program to inform employees about—

(a) The dangers of drug abuse in the workplace;

(b) The grantee's policy of maintaining a drug-free workplace;

(c) Any available drug counseling, rehabilitation, and employee assistance programs; and

(d) The penalties that may be imposed upon employees for drug abuse violation occurring in the workplace;

C. Notifying the employee in the statement that the employee will:

(a) Abide by the terms of the statement; and

(b) Notify the employer in writing of his or her conviction of a criminal drug statute occurring in the workplace no later than five calendar days after such convictions;

The subgrantee shall notify the Crime Commission in writing of any conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

The subgrantee certifies that it will take one or more of the following actions within 30 calendar days of receiving notice of the conviction:

A. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

B. Requiring such employee to participate satisfactorily in a drug abuse assistance of rehabilitation program approved for such purpose by a Federal, State or local health, law enforcement, or other appropriate agency;

The subgrantee certifies that it will make a good faith effort to continue to maintain a drug-free workplace.

Organization Name and Address: City of Grand Island
P.O. Box 1968
Grand Island, NE 68802-1968

Mayor Jay Vavricek
Typed Name and Title of Authorized Representative

Signature Date

R E S O L U T I O N 2013-96

WHEREAS, the Police Department Victim/Witness Unit provides a valuable service to the victims of crime in our community; and

WHEREAS, the Police Department Victim/Witness Unit is eligible for continued Federal funding under the Victims of Crime Act; VOCA, and

WHEREAS, the Police Department has prepared a 2013 application for a VOCA grant of $67,805.00 to fund the Victim/Witness Unit, and

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

Approves the Police Department 2013 VOCA grant application for the Victim/Witness Unit.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 9, 2013.

_____
Jay Vavricek, Mayor

Attest:

_____
RaNae Edwards, City Clerk

Approved as to Form ¤ _____
April 5, 2013 ¤ City Attorney

City of Grand Island

Tuesday, April 9, 2013

Council Session

Item G-8

#2013-97 - Approving Bid Award for Root Foaming Chemical for Sewer Infrastructure within the Public Works Department

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

Council Agenda Memo

From: Marvin Strong, P.E. - Wastewater Plant Engineer

Meeting: April 9, 2013

Subject: Approving Bid Award for Root Foaming Chemical for Sewer Infrastructure within the Public Works Department

Item #'s: G-8

Presenter(s): John Collins, P.E. - Public Works Director

Background

On March 19, 2013 an Advertisement to Bidders for the furnishing of Root Roaming Chemical was published in the Grand Island Daily Independent. There were four (4) potential bidders.

Discussion

Bids were received and opened at City Hall March 28, 2013 and the following bidder responded:

Nebraska Environmental Products of Lincoln, Nebraska - $290.00 Unit Price

Nebraska Environmental Products submitted a bid in accordance with the terms of the advertisement to bidders, the specifications, and all other statutory requirements contained therein.

The estimate for such chemical was based on last year's unit price of $290.00, with a maximum of $25,000.00 being spent this fiscal year.

Alternatives

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

1. Move to approve the bid award to Nebraska Environmental Products Lincoln, NE
2. Refer the issue to a Committee.
3. Postpone the issue to future date.
4. Take no action on the issue.

Recommendation

City Administration recommends that the Council approve the bid award to Nebraska Environmental for a unit price of $290.00, up to a maximum dollar amount of $25,000.00.

Sample Motion

Move to approve the bid award.

Purchasing Division of Legal Department

INTEROFFICE MEMORANDUM

CITY OF GRAND ISLAND

Stacy Nonhof, Purchasing Agent

Working Together for a Better Tomorrow, Today

BID OPENING

BID OPENING DATE:	**March 28, 2013 at 2:15 p.m.**
FOR:	**Foaming Root Control Chemical**
DEPARTMENT:	**Public Works**
ESTIMATE:	**$25,000.00**
FUND/ACCOUNT:	**53030050-85535**
PUBLICATION DATE:	**March 18, 2013**
NO. POTENTIAL BIDDERS:	**5**

SUMMARY

Bidder:	**Nebraska Environmental Products** **Lincoln, NE**
Exceptions:	**None**
Bid Price:	**$290.00 per unit**

cc: John Collins, Public Works Director
Mary Lou Brown, City Administrator
Stacy Nonhof, Purchasing Agent
Catrina DeLosh, PW Admin. Assist.
Fred Tustin, Collection Supervisor

P1635

RESOLUTION 2013-97

WHEREAS, an Advertisement to Bidders for Root Foaming Chemical was published in the Grand Island Daily Independent on March 19, 2012; and

WHEREAS, the City of Grand Island invited sealed bids according to specifications on file with the City Clerk; and

WHEREAS, on March 28, 2012, bids were received, opened and reviewed; and

WHEREAS, Nebraska Environmental Products of Lincoln, Nebraska submitted a bid in accordance with the terms of the advertisement to bidders, the specifications, and all other statutory requirements contained therein, such bid being in the amount of $290.00 Unit Price; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Nebraska Environmental Products of Nebraska, in the amount of $290.00 Unit Price, not to exceed a total dollar amount of $25,000.00, for furnishing Root Foaming Chemical is hereby approved as the lowest responsible bid.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to execute a contract for furnishing such product on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 9, 2013.

_____

Jay Vavrieck, Mayor

Attest:

_____

RaNae Edwards, City Clerk

Approved as to Form _____
April 8, 2013 City Attorney

City of Grand Island

Tuesday, April 9, 2013

Council Session

Item G-9

#2013-98 - Approving Bid Award for Concrete Pavement and Storm Sewer Repairs for 2013

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

Council Agenda Memo

From: Shannon Callahan, Street Superintendent

Meeting: April 9, 2013

Subject: Approving Bid Award for Concrete Pavement and Storm Sewer Repairs for 2013

Item #'s: G-9

Presenter(s): John Collins, P.E. - Public Works Director

Background

On March 13, 2013 the Streets Division of the Public Works Department advertised for bids for concrete pavement and storm sewer repairs for the calendar year 2013. The contracted concrete pavement and storm sewer work supplements the repair work that is performed by the City's crews.

Discussion

Two (2) bids were received and opened on March 27, 2013. All bids were submitted in compliance with the contract, plans, and specifications with no exceptions. A summary of the bids is shown below.

Vendor	Exceptions	Total Bid	
O.K. Paving of Hordville, NE	None	Bid Price	$834,960.00
		Labor (per hour)	$45.00
		Skid Steer Loader (per hour)	$45.00
		Front End Loader (per hour)	$110.00
		Backhoe (per hour)	$110.00
		Dump Truck-10 c.y. (per hour)	$125.00
The Diamond Engineering Co. of Grand Island, NE	None	Bid Price	$843,367.50
		Labor (per hour)	$45.00
		Skid Steer Loader (per hour)	$40.00
		Front End Loader (per hour)	$85.00
		Backhoe (per hour)	$85.00
		Dump Truck-10 c.y. (per hour)	$120.00

There are sufficient funds in Account No. 10033506-85351 (Concrete Repair), 10033504-85318 (Storm Sewer Repair), 10033503-85318 (Curb & Gutter), and 10033503-85547 (Street Repair Materials) to fund this contract. This is a calendar year contract that extends beyond the current fiscal year. In the event that funds become unavailable in the fiscal year 2012/2013, the scope of work for this contract will be scaled down accordingly.

It should be noted that the estimate on the Bid Opening summary is a typo, the estimate is $850,000.00.

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 awarding the contract to O.K. Paving, Inc. of Hordville, Nebraska for the amount of $834,960.00.

Sample Motion

Move to approve the bid award.

Purchasing Division of Legal Department
INTEROFFICE MEMORANDUM

CITY OF GRAND ISLAND

Stacy Nonhof, Purchasing Agent

Working Together for a Better Tomorrow, Today

BID OPENING

BID OPENING DATE:	**March 27, 2013 at 2:00 p.m.**	
FOR:	**Concrete Pavement & Storm Sewer Repair 2013**	
DEPARTMENT:	**Public Works**	
ESTIMATE:	**$650,000.00**	
FUND/ACCOUNT:	**10033506-85351**	**10033504-85318**
	10033503-85318	**10033503-85547**
PUBLICATION DATE:	**March 13, 2013**	
NO. POTENTIAL BIDDERS:	**7**	

SUMMARY

Bidder:	**The Diamond Engineering Co.** **Grand Island, NE**	**OK Paving, Inc.** **Hordville, NE**
Bid Security:	**Universal Surety Co.**	**Cashier's Check**
Exceptions:	**None**	**None**
Bid Price:	**$843,367.50**	**$834,960.00**
Labor:	**$45.00 per hour**	**$45.00 per hour**
Sid Steer Loader:	**$40.00 per hour**	**$45.00 per hour**
Front End Loader:	**$85.00 per hour**	**$110.00 per hour**
Backhoe:	**$85.00 per hour**	**$110.00 per hour**
Dump Truck-10 CY:	**$120.00 per hour**	**$125.00 per hour**

cc: John Collins, Public Works Director
Stacy Nonhof, Purchasing Agent
Mary Lou Brown, City Administrator
Catrina DeLosh, PW Admin. Assist.
Shannon Callahan, Street Superintendent

P1630

R E S O L U T I O N 2013-98

WHEREAS, the City of Grand Island invited sealed bids for Concrete Pavement and Storm Sewer Repairs 2013, according to plans and specifications on file with the Streets Division of the Public Works Department; and

WHEREAS, on March 27, 2013, bids were received, opened and reviewed; and

WHEREAS, OK Paving of Hordville, Nebraska submitted a bid in accordance with the terms of the advertisement of bids and plans and specifications and all other statutory requirements contained therein, such bid being in the amount of $834,960.00; and

WHEREAS, OK Paving's bid is less than the estimate for such project.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of OK Paving of Hordville, Nebraska, in the amount of $834,960.00 for Concrete Pavement and Storm Sewer Repairs 2013 is hereby approved as the lowest responsible bid.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 9, 2013.

_____
Jay Vavricek, Mayor

Attest:

_____
RaNae Edwards, City Clerk

Approved as to Form ¤ _____
April 5, 2013 ¤ City Attorney

City of Grand Island

Tuesday, April 9, 2013

Council Session

Item G-10

#2013-99 - Approving Bid Award for One (1) New Asphalt Reclaiming/Trenching Machine for the Streets Division of the Public Works Department

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

Council Agenda Memo

From: Shannon Callahan, Street Superintendent

Meeting: April 9, 2013

Subject: Approving Bid Award for One (1) New Asphalt Reclaiming/Trenching Machine for the Streets Division of the Public Works Department

Item #'s: G-10

Presenter(s): John Collins, P.E. - Public Works Director

Background

On March 11, 2013 the Streets Division of the Public Works Department advertised for bids for one (1) new asphalt reclaiming/trenching machine.

Discussion

One (1) capital lease purchase bid was received and opened on March 26, 2013. The Streets Division of Public Works Department and the Purchasing Division of the City Attorney's Office have reviewed the bids that were received. The bid by Asphalt Zipper, Inc. of American Fork, Utah meets all of the specifications. A summary of the bid is shown below.

Company Name	Asphalt Zipper, Inc.
Base Price	$103,490.00
Amount to be Financed	$103,490.00
Fixed Annual Interest Rate	3.68%
Annual Payment Amount	$23,038.08
Payment Period	Annual
Number of Terms	60 months

Total Purchase Price at End of Lease	$115,190.40

The bid received by Asphalt Zipper, Inc. stated the five annual payments of $23,038.08 were to be paid in arrears. The terms were negotiated by our Street Superintendent, Shannon Callahan, to consist of a $23,000.00 payment in advance the first year, followed by four annual payments of $22,414.65. With this payment schedule the total repayment amount will be $112,658.60, resulting in an overall savings of $2,531.80.

Funds were budgeted for Fiscal Year 2013 and are available in Account No. 10033501-85615.

The estimate of $100,000.00 is within 4% of the actual bid price, which is considered fair and reasonable.

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 capital lease purchase of One (1) new asphalt reclaiming/trenching machine from Asphalt Zipper, Inc. of American Fork, Utah.

Sample Motion

Move to approve the capital lease purchase of One (1) new asphalt reclaiming/trenching machine from Asphalt Zipper, Inc. of American Fork, Utah.

Purchasing Division of Legal Department
INTEROFFICE MEMORANDUM

CITY OF GRAND ISLAND

Stacy Nonhof, Purchasing Agent

Working Together for a Better Tomorrow, Today

BID OPENING

BID OPENING DATE:	**March 26, 2013 at 2:15 p.m.**
FOR:	**(1) New Asphalt Reclaiming/Trenching Machine**
DEPARTMENT:	**Public Works**
ESTIMATE:	**$100,000.00**
FUND/ACCOUNT:	**10033501-85615**
PUBLICATION DATE:	**March 10, 2013**
NO. POTENTIAL BIDDERS:	**4**

SUMMARY

Bidder:	**Asphalt Zipper**
	American Fork, UT
Bid Security:	**Travelers Casualty & Surety Co.**
Exceptions:	**Noted**
Bid Price:	
Make:	**Asphalt Zipper**
Model:	**AZ360B**
Year:	**2013**
Base Price:	**$103,490.00**
Containment System:	**$ 8,500.00**
Transport Trailer:	**$ 9,000.00**
Water System:	**$ 2,000.00**
Bucket Mounting:	**-0-**

cc: John Collins, Public Works Director
Mary Lou Brown, City Administrator
Stacy Nonhof, Purchasing Agent
Catrina DeLosh, PW Admin. Assist.
Shannon Callahan, Streets Supt.

P1629

R E S O L U T I O N 2013-99

WHEREAS, the City of Grand Island invited sealed bids for one (1) new asphalt reclaiming/trenching machine for the Streets Division of the Public Works Department, according to specifications on file with the Public Works Department; and

WHEREAS, on March 26, 2013 bids were received, opened and reviewed; and

WHEREAS, Asphalt Zipper, Inc. of American Fork, Utah submitted a capital lease purchase bid in accordance with the terms of the advertisement of bids and specifications and all other statutory requirements contained therein, such bid being in the total amount of $103,490.00; and

WHEREAS, such amount will be financed by Capital Innovations of Warminster, Pennsylvania; and

WHEREAS, the first annual payment of $23,000.00 will be paid in advance; and

WHEREAS, the remaining four annual payments will be in the amount of $22,414.65; and

WHEREAS, the total repayment amount will be $112,658.60 for such piece of equipment; and

WHEREAS, the capital lease purchase bid from Asphalt Zipper, Inc. of American Fork, Utah is considered fair and reasonable for such item.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the capital lease purchase bid of Aspahlt Zipper, Inc. of American Fork, Utah in the total amount of $103,490.00 for one (1) new asphalt reclaiming/trenching machine is hereby approved as the lowest responsive and responsible bid.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized to sign the lease agreement for the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 9, 2013.

_____
Jay Vavricek, Mayor

Attest:

_____
RaNae Edwards, City Clerk

Approved as to Form ¤ _____
April 5, 2013 ¤ City Attorney

City of Grand Island

Tuesday, April 9, 2013
Council Session

Item G-11

#2013-100 - Approving Bid Award for Hot-Mix Asphalt for 2013

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

Council Agenda Memo

From: Shannon Callahan, Streets Superintendent

Meeting: April 9, 2013

Subject: Approving Bid Award for Hot-Mix Asphalt for 2013

Item #'s: G-11

Presenter(s): John Collins, P.E. - Public Works Director

Background

On March 13, 2013 the Streets Division of the Public Works Department advertised for bids for the purchase of hot-mix asphalt to be used in conjunction with in-house asphalt work throughout the calendar year 2013. The hot-mix asphalt is used by the City's asphalt patching crew.

Discussion

Two (2) bids were received and opened on March 27, 2013. Each bid was submitted in compliance with the contract, plans, and specifications with no exceptions. A summary of the bids is shown below.

Vendor	Exceptions	Unit Prices
J.I.L. Asphalt Paving Co., of Grand Island, NE	None	Type "A" - $48.20/ton Type "B" - $38.55/ton Type "C" - $48.40/ton Type "SPL-A" - $50.40/ton Type "SPL-B" - $51.15/ton Type "SPR" - $45.65/ton
Gary Smith Construction Co., Inc. of Grand Island, NE	None	Type "A" - $51.00/ton Type "B" - $43.00/ton Type "C" - $51.40/ton Type "SPL-A" - $53.50/ton Type "SPL-B" - $56.80/ton Type "SPR" - $52.50/ton

J.I.L. Asphalt Paving Co. provided the lowest bid.

The type of asphalt used for patching each day from the plant will be the type they are making for that particular day. The average cost of the four types of asphalt bid is $47.06. The estimated amount of asphalt to be used is 1,600 tons which equates to an estimated total cost of $75,296.00 for the 2013 year.

There are sufficient funds in Account No. 10033503.85547 to purchase this material.

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 awarding the purchase of the hot-mix asphalt to J.I.L. Asphalt Paving Co. of Grand Island, Nebraska.

Sample Motion

Move to approve the award of the contract to J.I.L. Asphalt Paving Co. of Grand Island, Nebraska.

Purchasing Division of Legal Department
INTEROFFICE MEMORANDUM

CITY OF GRAND ISLAND

Stacy Nonhof, Purchasing Agent

Working Together for a Better Tomorrow, Today

BID OPENING

BID OPENING DATE:	**March 27, 2013 at 2:15 p.m.**
FOR:	**Asphalt Hot-Mix for 2013**
DEPARTMENT:	**Public Works**
ESTIMATE:	**$92,800.00**
FUND/ACCOUNT:	**10033503-85547**
PUBLICATION DATE:	**March 13, 2013**
NO. POTENTIAL BIDDERS:	**3**

SUMMARY

Bidder:	**JIL Asphalt Paving Co.** **Grand Island, NE**	**Gary Smith Const. Co., Inc.** **Grand Island, NE**
Exceptions:	**Noted**	**Noted**
Bid Price:		
Type "A":	**$48.20**	**$51.00**
Type "B":	**$38.55**	**$43.00**
Type "C":	**$48.40**	**$51.40**
Type "SPL-A":	**$50.40**	**$53.50**
Type "SPL-B":	**$51.15**	**$56.80**
Type "SPR":	**$45.65**	**$52.50**

cc: John Collins, Public Works Director
Stacy Nonhof, Purchasing Agent
Mary Lou Brown, City Administrator
Catrina DeLosh, PW Admin. Assist.
Shannon Callahan, Street Supt.

P1631

R E S O L U T I O N 2013-100

WHEREAS, the City of Grand Island invited sealed bids for furnishing Hot-Mix Asphalt for 2013, according to plans and specifications on file with the Streets Division of the Public Works Department; and

WHEREAS, on March 27, 2013 bids were received, opened and reviewed; and

WHEREAS, J.I.L. Asphalt Paving Co. of Grand Island, Nebraska submitted a bid in accordance with the terms of the advertisement of bids and plans and specifications and all other statutory requirements contained therein, such bid being in the amount of $48.20 per ton for Type “A” asphaltic concrete, $38.55 per ton for Type “B” asphaltic concrete, $48.40 per ton for Type “C” asphaltic concrete, $50.40 per ton for Type “SPL-A” asphaltic concrete, $51.15 per ton for Type “SPL-B” asphaltic concrete, and $45.65 per ton for Type “SPR” asphaltic concrete.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, the bid of J.I.L. Asphalt Paving Co. of Grand Island, Nebraska in the amount of $48.20 per ton for Type “A” asphaltic concrete, $38.55 per ton for Type “B” asphaltic concrete, $48.40 per ton for Type “C” asphaltic concrete, $50.40 per ton for Type “SPL-A” asphaltic concrete, $51.15 per ton for Type “SPL-B” asphaltic concrete, and $45.65 per ton for Type “SPR” asphaltic concrete is hereby approved as the lowest responsible bid.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 9, 2013.

_____
Jay Vavricek, Mayor

Attest:

_____
RaNae Edwards, City Clerk

Approved as to Form ¤ _____
April 5, 2013 ¤ City Attorney

City of Grand Island

Tuesday, April 9, 2013

Council Session

Item G-12

#2013-101 - Approving Bid Award for Concrete Ready-Mix for 2013

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

Council Agenda Memo

From: Shannon Callahan, Streets Superintendent

Meeting: April 9, 2013

Subject: Approving Bid Award for Concrete Ready-Mix for 2013

Item #'s: G-12

Presenter(s): John Collins, P.E. - Public Works Director

Background

On March 15, 2013 the Streets Division of the Public Works Department advertised for bids for the purchase of Portland Cement Concrete Ready-Mix to be used in conjunction with in-house concrete repairs throughout the calendar year 2013. The concrete ready mix is used by the City's concrete patching crew.

Discussion

Two (2) bids was received and opened on March 27, 2013. The bids were submitted in accordance with the terms of the advertisement of bids and specifications and all other statutory requirements contained therein with no exceptions. A summary of the bids are shown below.

Vendor	Exceptions	Unit Prices
Gerhold Concrete Co., Inc. of Grand Island, NE	None	$81.00 per cubic yard
Consolidated Concrete, Grand Island, NE	None	$81.50 per cubic yard

The estimated quantity of Portland Cement Concrete Ready-Mix required for 2013 is 1,500 cubic yards; for an estimated total cost of $121,500.00 for the 2013 year.

There are sufficient funds in Account No. 10033503-85547 to purchase this material.

The submitted bids are within 1% of each other, therefore both bids are considered fair and reasonable. The estimate was based on a 3% increase over last year's contract price of $77.00 per cubic yard.

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 awarding the contract for the purchase of the Portland cement concrete ready-mix to Gerhold Concrete Co., Inc. of Grand Island, Nebraska in the amount of $81.00 per cubic yard.

Sample Motion

Move to approve the award of the contract to Gerhold Concrete Co., Inc. of Grand Island, Nebraska.

Purchasing Division of Legal Department
INTEROFFICE MEMORANDUM

CITY OF GRAND ISLAND

Jason Eley, Purchasing Agent

Working Together for a Better Tomorrow, Today

BID OPENING

BID OPENING DATE:	**March 27, 2013 at 2:30 p.m.**
FOR:	**Concrete Ready-Mix for 2013**
DEPARTMENT:	**Public Works**
ESTIMATE:	**$80.00 per cubic yard**
FUND/ACCOUNT:	**10033503-85547**
PUBLICATION DATE:	**March 15, 2013**
NO. POTENTIAL BIDDERS:	**2**

SUMMARY

Bidder:	**Consolidated Concrete** **Grand Island, NE**	**Gerhold Concrete Co., Inc.** **Grand Island, NE**
Exceptions:	**None**	**None**
Bid Price:	**$81.50**	**$81.00**

cc: John Collins, Public Works Director
Stacy Nunhof, Purchasing Agent
Mary Lou Brown, City Administrator
Catrina DeLosh, PW Admin. Assist.
Shannon Callahan, Street Supt.

P1633

R E S O L U T I O N 2013-101

WHEREAS, the City of Grand Island invited sealed bids for furnishing Portland Cement Concrete Ready-Mix for 2013 for the Streets Division of the Public Works Department, according to specifications on file with the Streets Division of the Public Works Department; and

WHEREAS, on March 27, 2013, bids were received, opened and reviewed; and

WHEREAS, Gerhold Concrete Co., Inc. of Grand Island, Nebraska, submitted a bid in accordance with the terms of the advertisement of bids and specifications and all other statutory requirements contained therein, such bid being in the amount of $81.00 per cubic yard; and

WHEREAS, the total cost based on the estimated usage of 1,500 cubic yards for the 2013 construction season at the above-identified price, is estimated at $121,500.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Gerhold Concrete Co., Inc. of Grand Island, Nebraska, in the amount of $81.00 per cubic yard for Portland Cement Concrete Ready-Mix is hereby approved as the lowest responsible bid.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 9, 2013.

_____
Jay Vavricek, Mayor

Attest:

_____
RaNae Edwards, City Clerk

Approved as to Form ¤ _____
April 5, 2013 ¤ City Attorney

City of Grand Island

Tuesday, April 9, 2013

Council Session

Item G-13

#2013-102 - Approving Bid Award for One (1) 70' Heavy Duty Truck Scale 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: April 9, 2013

Subject: Approving Bid Award for One (1) 70' Heavy Duty Truck Scale (Solid Waste Division)

Item #'s: G-13

Presenter(s): John Collins, P.E - Public Works Director

Background

On March 14, 2013 the Solid Waste Division of the Public Works Department advertised the request for bids for a 70' heavy duty truck scale for the Landfill. Funds for the truck scale are in the approved 2012/2013 budget.

Discussion

Four (4) bids were received and opened on March 28, 2013. The Solid Waste Division of the Public Works Department and the Purchasing Division reviewed the bids that were received. The truck scale bid by Central Scale & Material Handling of Omaha, NE meets all of the specifications. This truck scale is an essential piece of equipment that is utilized on a daily basis for weighing all incoming and outgoing trucks at the Landfill so that fees can be assessed to the customers based on the net weight unloaded.

This truck scale will simply replace the existing truck scale, which has been in service since 1993. The current truck scale that is being replaced is twenty years old and is in extremely poor condition.

Bidder	Exceptions	Price
Central Scale & Material Handling of Omaha, NE	None	$40,300
J.A. King & Company, Inc. of Whitsett, NC	None	$45,050
Scales, Sales, & Service of Omaha, NE	Noted	$52,964
Fairbanks Scales of Omaha, NE	Noted	$54,242

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 the 70' heavy duty truck scale from Central Scale & Material Handling of Omaha, NE in the amount of $40,300.

Sample Motion

Move to approve the purchase of the 70' heavy duty truck scale from Central Scale & Material Handling of Omaha, NE in the amount of $40,300.

CITY OF GRAND ISLAND

Stacy Nonhof, Purchasing Agent

Working Together for a Better Tomorrow, Today

BID OPENING

BID OPENING DATE:	**March 28, 2013 at 2:00 p.m.**
FOR:	**(1) 70' Heavy Duty Truck Scale**
DEPARTMENT:	**Public Works**
ESTIMATE:	**$60,000.00**
FUND/ACCOUNT:	**50530043-85625**
PUBLICATION DATE:	**March 14, 2013**
NO. POTENTIAL BIDDERS:	**5**

SUMMARY

Bidder:	**Fairbanks Scales** **Omaha, NE**	**Scales Sales & Service** **Omaha, NE**
Bid Security:	**Travelers Casualty & Surety Co.**	**Cashier's Check**
Exceptions:	**Noted**	**Noted**
Bid Price:	**$54,242.00**	**$52,964.00**

Bidder:	**J.A. King & Company, Inc.** **Whitsett, NC**	**Central Scale & Material Handling** **Omaha, NE**
Bid Security:	**Liberty Mutual Ins. Co.**	**Cashier's Check**
Exceptions:	**None**	**None**
Bid Price:	**$45,050.00**	**$40,300.00**

cc: John Collins, Public Works Director
Mary Lou Brown, City Administrator
Stacy Nonhof, Purchasing Agent
Catrina DeLosh, PW Admin. Assist.
Jeff Wattier, Solid Waste Supt.

P1632

R E S O L U T I O N 2013-102

WHEREAS, the City of Grand Island invited sealed bids for one (1) 70' Heavy Duty Truck Scale for the Solid Waste Division of the Public Works Department, according to specifications on file with the Public Works Department; and

WHEREAS, on March 28, 2013 bids were received, opened and reviewed; and

WHEREAS, Central Scale & Material Handling of Omaha, NE submitted a bid in accordance with the terms of the advertisement of bids and specifications and all other statutory requirements contained therein, such bid being in the net amount of $40,300; and

WHEREAS, Central Scale & Material Handling's bid is fair and reasonable for such item.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Central Scale & Material Handling of Omaha, NE in the amount of $40,300 for one (1) 70' Heavy Duty Truck Scale is hereby approved as the lowest responsive and responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 9, 2013.

_____
Jay Vavricek, Mayor

Attest:

_____
RaNae Edwards, City Clerk

Approved as to Form ¤ _____
April 5, 2013 ¤ City Attorney

City of Grand Island

Tuesday, April 9, 2013

Council Session

Item G-14

#2013-103 - Approving Amendment No. 3 for Engineering Services for Aeration Basin Improvements at the Wastewater Treatment Plant

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

Council Agenda Memo

From: Marvin Strong, P.E. - Wastewater Treatment Plant Engineer

Meeting: April 9, 2013

Subject: Approving Amendment No. 3 for Engineering Services for Aeration Basin Improvements at the Wastewater Treatment Plant

Item #'s: G-14

Presenter(s): John Collins, P.E. - Public Works Director

Background

A plant improvement project entitled "Aeration Basin" was initiated in the Fiscal Year 1995. The Aeration Basin comprises of four (4) biological trains in the activated sludge process, recycle channel, blower building, and three (3) spiral lift screw pumps.

On August 5, 2009, the City of Grand Island invited proposals for engineering services for Aeration Basin Improvements at the Wastewater Treatment Plant. The engineering services scope would review the current system condition, and process methodology in calculating assessments for expanded industrial loading.

On September 1, 2009 proposals were received, reviewed and evaluated in accordance with established criteria. Black & Veatch Corporation of Kansas City, Missouri submitted a proposal in accordance with the terms of the Request for Proposals with a maximum amount of $384,000.00 which the City Council approved on October 13, 2009.

On August 24, 2010, the City Council approved Amendment No. 1 to the agreement for consulting services on the Aeration Basin Project. Amendment No. 1 included blower capacity evaluations and design memorandum resubmittal to the NDEQ based on JBS's construction of expanded industrial waste treatment facilities, inclusion of mixer capacity in ongoing improvements in nitrate treatment, allowance for alternate blower manufactures to the bidding documents, and the addition of standard operation procedure manual, bidding phase services, construction phase services, resident inspection, start-up warranty commissioning to the scope of work. Amendment No. 1 added $611,000.00 in consulting services for a maximum not to exceed amount of $995,000.00.

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

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

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

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

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

On June 28, 2011, the City Council approved Amendment No. 2 to the agreement for consulting services on the Aeration Basin Project. Amendment No. 2 included services required to repair the existing spiral lift pumps. The scope of work included, finalized scope of repair, preparing technical documents, conduct structural inspections, preform design, prepare conceptual internal recycle layout design, prepare construction change order documents, construction phase services, and project administration and management. The estimated services of $35,770.25 was available within the current contract maximum not to exceed as a result of previous tasks being completed under the allowable billing limits, therefore, no increase in the contract amount was required to implement the amendment.

Discussion

This Amendment No. 3 includes supplemental design and construction phase services for additional screw pump rehabilitation and associated contract time extensions granted by Change Order No. 4 and 5 to the General Construction Contractor.

The Engineer is requesting compensation for the performance of additional services rendered that will not absorb into the original agreement. Change Orders to the General Construction Contractor altered the project construction from seventeen (17) to twenty four (24) months, that involved an additional two hundred seventy eight (278) hours of onsite observations to the general progress in the work. Technical guidance, additional drawing specifications were produced in repair for welding cracks within the screw pump flights, repairing the screw deflector plates, replacement of existing grout beneath the screw pumps, and for structural development in spiral screw pump bearing plates.

City staff has negotiated with the Engineer, Black & Veatch for services rendered in the amount of $27,830.00 for Construction Phase Services, and $21,686.00 for Resident Inspection Services as fair and reasonable. Amendment No. 3 will add $49,516.00 in consulting services for a maximum not to exceed amount of $1,044,516.00.

Alternatives

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

1. Move to approve a resolution authorizing the Mayor to execute Amendment No. 3 with Black and Veatch of Kansas City, Missouri.
2. Refer the issue to a Committee.
3. Postpone the issue to future date.
4. Take no action on the issue.

Recommendation

The City Administration recommends that the Council approve Amendment No. 3 to the professional services agreement with Black & Veatch for the consulting engineering services on the Aeration Basin Project.

Sample Motion

Move to approve Amendment No. 3 with Black & Veatch for engineering services associated with performance to additional services in repair and reconditioning of spiral lift pumps associated to the Aeration Basins.

AMENDMENT NO. 3
TO
AGREEMENT FOR ENGINEERING SERVICES BETWEEN
THE CITY OF GRAND ISLAND, NEBRASKA
AND BLACK & VEATCH CORPORATION

THIS AMENDMENT NO. 3 modifies the Agreement between the City of Grand Island, Nebraska (OWNER) and Black & Veatch Corporation (ENGINEER) dated November 30, 2009 (Agreement), Amendment No.1 dated September, 9, 2010, and Amendment No. 2 dated July 13, 2011.

WHEREAS, the Agreement authorized ENGINEER to provide engineering services in connection with the Aeration Basin Improvements at the OWNER's Wastewater Treatment Facility; and,

WHEREAS, OWNER wishes to authorize ENGINEER to perform additional services as provided in ATTACHMENT "A" of AMENDMENT NO. 3;

WHEREAS, OWNER and ENGINEER agree that such changes to scope of services and project schedule will result in a net increase in the maximum not to exceed cost to the OWNER, as provided in ATTACHMENT "B" of AMENDMENT NO. 3;

NOW THEREFORE, the terms and conditions of the Agreement are modified as specifically set forth herein. All other provisions of the Agreement, to the extent not inconsistent with this Amendment, remain in full force and effect.

EFFECTIVE DATE
The effective date of this Amendment No. 3 shall be _____, 2013.

MODIFICATIONS

1. Amendment No. 3 Attachment "A", Scope of Services shall supplement Attachment "A" in the original agreement and previous amendments.

2. Replace Attachment "B", Compensation with Amendment No. 3 Attachment "B", Compensation of Hourly Billing Rates.

IN WITNESS WHEREOF, OWNER and ENGINEER have executed this Amendment No. 2.

City of Grand Island, Nebraska OWNER	Black & Veatch Corporation ENGINEER
By: _____	By: _____
Printed Name: Jay Vavricek	Printed Name: Michael G. Orth
Title: Mayor	Title: Senior Vice President
Date: _____	Date: 3/29/13

Scope of Services – Aeration Basin Improvements

General

This scope of work describes the services to be rendered by Black & Veatch (the "ENGINEER") to the CITY of Grand Island (the "CITY") for the design of the aeration basin improvements project at the Grand Island Wastewater Treatment Plant (WWTP). The original scope of services included schematic design, final design, and bid phase services. The original scope also anticipated combining the Aeration Basin Improvements with the anaerobic digestion improvements project to be bid on a lumps sum basis by general contractors. Amendment No.1 included supplemental design services and construction phase services for the aeration basin improvements, and separated the Aeration Basin Improvement project from the Anaerobic Digestion Improvements project. Amendment No. 2 includes supplemental construction phase services for the aeration basin improvements. This Amendment No. 3 includes supplemental design and construction phase services for additional screw pump rehabilitation and associated Contract Time extensions grant to the Contractor as described herein.

Project Information

Project Title: Aeration Basin Improvements for the Grand Island WWTP (the "PROJECT")

Objective: The main objective of the project remains unchanged. The CITY requires the replacement of two (2) existing multi-stage aeration blowers with two (2) new single-stage aeration blowers, associated modifications within the blower building, and replacement of existing ceramic diffusers with membrane diffusers. The controls for the new single-stage blowers will be integrated with the controls for the two (2) remaining multi-stage units, and all four blowers will work as a system.

The supplemental services to be added to the scope of services with this amendment include: supplemental design services required for rehabilitation of the existing screw pumps, the associated construction phase services required to for this Work both in the field and office, and project administration associated with the Contract Time extensions granted by Change Order No. 4 and 5 to the General Contractor.

The CITY system goals for the PROJECT continue to be proven technology, noise reduction, flexible output, reliable/low maintenance, sustainable life cycle cost, utilization of existing structures, cost effective equipment, and control of odors will be achieved by ENGINEER as described below:

Project Administration and Controls: Project administration and controls will be extended based on the Contract Time extension of 215 days granted to the Contractor for completion of the Work.

Project Location: (No changes)

Work Tasks

ENGINEER will perform the following specific tasks as part of this Scope of Services:

Task 1 – Schematic Design Phase – (As included in the original Agreement and Amendment No. 1)

Task 2 – 50% Contract Document Development – (As included in the original agreement)

Task 3 – 90% Contract Document Development – (As included in the original agreement)

Task 4 – Final Contract Documents – (As included in the original Agreement, Amendment No. 1, and Amendment No. 2.)

Task 5 – Bidding Phase Services – (As included in the original Agreement, Amendment No. 1, and Amendment No. 2.)

Task 6 – Construction Phase Services (As included in Amendment No. 1, Amendment No. 2, and supplemented herein.)

Construction Phase Services Compensation: ~~$342,500~~ ~~$378,270.25~~ $406,100.25

Objective: Provide construction phase services to the CITY through the duration of construction. Construction is anticipated to require ~~seventeen (17)~~ twenty four (24) months to complete from Notice to Proceed to Final Completion.

Subtasks:

1. Project Administration and Control. Provide supplemental project administration and controls for the contract time extension of 215 days.

2. Preconstruction Conference. (No changes.)

3. Redesign and Review for Howden Blowers. (No changes.)

4. Shop Drawings Review. (No changes.)

5. Operation and Maintenance Manual (O&M) Review. (No changes.)

6. General Construction Phase Services. (As included in Amendment No. 1, Amendment No. 2, and supplemented herein.)

d. Provide documentation and administer the processing of change orders, including applications for extension of construction time. Evaluate the cost and scheduling aspects of all change orders and, where necessary, negotiate with the Contractor to obtain a fair price for the work. Said negotiation shall be subject to the approval of CITY. Specifically for work associated with this amendment, provide the following services:

i. Finalize Scope of Repair. Provide technical guidance and finalize the scope of repair for welding cracks within the screw pump flights, repairing the screw deflector plates, and for replacement of existing grout beneath the screw pumps. Confirm scope of repair with CITY. Prepare scope documents for procurement and installation of the pump repairs.

ii. Prepare Change Order Documents. Prepare change order text, prepare PDF file of the documents, submit to CITY, and conduct a review via conference call. ENGINEER shall conduct quality control review in conjunction with CITY review.

iii. Finalize Change Order Documents. Incorporate CITY review comments, prepare final documents, and submit to Contractor for pricing.

iv. Construction Phase Services. Review Contractor's proposed cost, review associated shop drawings and O&M manuals, and responses to questions.

7. Configuration Services. (No changes.)

8. Project Completion. (No changes.)

9. Record Drawings. (No changes)

10. Standard Operating Procedure Manual. (No changes.)

Task 7 – Resident Services During Construction (As included in Amendment No. 1, and supplemented here in.)

Resident Services During Construction Compensation: ~~$ 158,430.00~~ $ 180,166.00

Objective: Provide supplemental on-site resident inspection services during construction to observe construction activities on behalf of the CITY.

Subtasks:

1. Site Observation and Liaison with CITY and CONTRACTOR.

   a. Provide an additional two hundred seventy eight (278) hours of onsite observations of the general progress of the work to assist ENGINEER in determining if the work is proceeding in accordance with the Construction Contract Documents for the Contract Time extensions granted for completion of the screw pump rehabilitation.

SUPPLEMENTAL SERVICES

(No changes)

Compensation – Aeration Basin Improvements

For the services covered by this Agreement, the CITY agrees to pay the ENGINEER as follows:

1. For services described in Attachment A, Scope of Services, an amount equal to the ENGINEER's salary billings plus reimbursable expenses and subcontract billings. The maximum billed for these services shall not exceed ~~Three Hundred and Eighty Four Thousand Dollars and no cents ($384,000.00)~~ ~~Nine Hundred and Ninety Five Thousand Dollars and no cents ($995,000.00)~~ One Million Forty Four Thousand Five Hundred and Sixteen and no cents ($1,044,516) without further authorization. The maximum billed for each task shall not exceed the following amounts without further authorization:

   Task 1 – Schematic Design Phase ~~$96,800~~ $131,100

   Task 2 – 50% Contract Document Development $ 100,300

   Task 3 – 90% Contract Document Development $104,700

   Task 4 – Final Contract Documents $~~49,300~~ ~~116,200~~ 107,554.34

   Task 5 – Bidding Phase Services ~~$32,900~~ ~~41,770~~ 14,645.41

   Task 6 – Construction Phase Services - $~~342,500~~ ~~378,270.25~~ 406,100.25

   Task 7 – Resident Inspection Services - $~~158,430~~ 180,116

2. The schedule of hourly billing rates and charges by job classification is shown in Attachment C.

3. For supplemental services, an amount equal to the ENGINEER's salary billings plus reimbursable expenses and subcontract billings. Each item of supplemental services shall be specifically authorized by the CITY, and a maximum billing limit shall be established before the work is started. The amount billed for each item of supplemental services shall not exceed the amount established for it without further authorization. Additional amounts for supplemental services may be authorized, if necessary, as the work progresses. The schedule of hourly billing rates and charges by job classification is shown in Attachment C.

4. The ENGINEER agrees to use its best efforts to perform the services within the billing limit stated above and in accordance with the agreed upon performance schedules. If, at any time, the ENGINEER has reason to believe that the cost of the

services will be greater than the billing limit, the ENGINEER shall promptly notify the CITY to that effect, giving a revised billing limit for performance of the services.

5. Monthly payments shall be made to the ENGINEER by the CITY based on the ENGINEER's statement. The statement shall indicate the name of the individuals working on the project and the hours associated with each of their efforts.

   Each invoice shall be accompanied by a progress report prepared by ENGINEER's Project Manager. The report shall describe, in narrative form, the work accomplished during the period covered by the invoice and present a summary of the status of the project to-date. The summary shall address the project schedule, budget, and any significant changes in the scope of the work.

   In the event CITY disputes any invoice item, CITY shall give ENGINEER written notice of such disputed item within ten (10) days after receipt of such invoice and shall pay to ENGINEER the undisputed portion of the invoice according to the provisions hereof.

6. It is understood and agreed that the maximum billings is based on the start of the services being authorized not later than November 30, 2009. If start of services is not authorized by the date given, it is understood and agreed that the maximum billing limit will be adjusted accordingly by a supplement to this Agreement.

7. It is understood and agreed:

   That the ENGINEER shall start the performance of services listed in Attachment A within ten days of receipt of notice to proceed.

   That the ENGINEER shall keep records on the basis of generally accepted accounting practice of costs and expenses and which records shall be available to inspection at reasonable times.

R E S O L U T I O N 2013-103

WHEREAS, on August 5, 2009 City of Grand Island invited proposals for engineering services for Aeration Basin Improvements at the Wastewater Treatment Plant, according to Request for Proposals on file with the Engineering Division of the Public Works Department; and

WHEREAS, on September 1, 2009 proposals were received, reviewed and evaluated in accordance with established criteria; and

WHEREAS, on October 13, 2009 members of City Council awarded agreement for engineering services to Black & Veatch Corporation of Kansas City, Missouri; with the work performed at actual costs with a maximum amount of $656,000.00, and

WHEREAS, on August 24, 2010 City Council approved Amendment No. 1 to the agreement for engineering services to Black & Veatch Corporation of Kansas City, Missouri; with the work performed at actual costs with a maximum amount of $995,000.00; and

WHEREAS, on June 28, 2011 City Council approved Amendment No. 2 to the agreement for engineering services to Black & Veatch Corporation of Kansas City, Missouri; a no cost adjustment to the work performed at actual costs with a maximum amount of $995,000.00; and

WHEREAS, City Staff is recommending compensation for performance in additional engineering tasks within the construction, and resident inspection services in Spiral Lift Screw Pump reconditioning; and

WHEREAS, City Staff has negotiated such additional engineering tasks within the construction, and resident inspection services in the amount of $49,516.00 as fair and reasonable; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that Amendment No. 3 to the agreement with Black & Veatch Corporation of Kansas City, Missouri for engineering services for Aeration Basin Improvements at the Wastewater Treatment Plant is hereby approved; and

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to execute Amendment No. 3 on behalf of the City of Grand Island.

- - -

Approved as to Form ¤ _____
April 5, 2013 ¤ City Attorney

Adopted by the City Council of the City of Grand Island, Nebraska, April 9, 2013.

_____
Jay Vavricek, Mayor

Attest:

_____
RaNae Edwards, City Clerk

City of Grand Island

Tuesday, April 9, 2013

Council Session

Item G-15

#2013-104 - Approving Renewal of Leases at Former Cornhusker Army Ammunition Plant for Storage Buildings

Staff Contact: Todd McCoy

Council Agenda Memo

From: Todd McCoy, Parks and Recreation Director

Meeting: April 9, 2013

Subject: Approving Renewal of Leases at Former Cornhusker Army Ammunition Plant for Storage Buildings

Item #'s: G-15

Presenter(s): Todd McCoy, Parks and Recreation Director

Background

On May 22, 2001 City Council approved the leasing of several buildings at the former Cornhusker Army Ammunition Plant pursuant to the provisions of Resolution 2001-132. The resolution that is present for Council consideration would authorize the City to renew the lease of Building's No. A-30 and A-12 located on City property at the former CAAP for two years.

Discussion

The City purchased property at the former CAAP that had several buildings on it. The City has been leasing two of these buildings to Nebraska State Patrol and Jerry Harders to obtain revenue and utilize these assets. There have not been any problems with damage to the property or with nonpayment of rent.

Alternatives

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

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

Recommendation

City Administration recommends that City Council approve the resolution authorizing the extension of the leases for an additional two year period.

Sample Motion

Move to approve the resolution authorizing the City to extend the leases for an additional two years to Nebraska State Patrol in the amount of $765.00 and Jerry Harders in the amount of $925.00 annually.

STATE OF NEBRASKA
DEPARTMENT OF ADMINISTRATIVE SERVICES
STATE BUILDING DIVISION CA 65971364
LEASE AGREEMENT – ADDENDUM #8

NEBRASKA AS AdministrativeServices State Building Division

THIS LEASE – Addendum #8, hereinafter this "Addendum," by and between **City of Grand Island**, as "Lessor," and **Department of Administrative Services, State Building Division**, as "Lessee," acting on behalf of **Nebraska State Patrol**, as "Tenant Agency," for storage space located at:

Cornhusker Army Ammunition Plant Site, Building A-30
Grand Island, NE

WHEREAS, Lessor and Lessee entered into that certain Lease Agreement, dated May 22, 2001 and ending on April 30, 2002; renewed by Resolution 2002-67 (Addendum #1), dated March 12, 2002; renewed by Resolution 2003-155 (Addendum #2), dated June 10, 2003; renewed by Resolution 2004-74 (Addendum #3), dated April 13, 2004; renewed and modified by Resolution 2005-141 (Addendum #4), dated May 10, 2005, for electrical upgrade; renewed by Addendum #5, dated May 1, 2007; renewed by Addendum #6, dated May 1, 2009; renewed by Addendum #7, dated May 1, 2011;

WHEREAS, Lessee and Lessor agree to extend the Term of the Lease; and

WHEREAS, Lessee and Lessor agree to a rate increase.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties amend this Lease, as follows:

AGREEMENT

1. As to Section 2. TERM OF LEASE, the following language shall be inserted at the end of Section 2 as follows:

"The Term of the Building Lease shall be extended for a period of two (2) years commencing May 1, 2013 and ending on April 30, 2015,..."

2. As to Section 3. CONSIDERATION, the following language shall be inserted at the end of Section 3, as follows:

"The Lessee shall pay the City rental in advance of the renewal term in the amount of Seven Hundred Sixty Five Dollars ($765.00)..."

3. NO OTHER CHANGES. Unless expressly amended hereby, all other terms and conditions contained in this Lease shall remain unchanged and in full force and effect, and are hereby ratified and confirmed. To the extent of any conflict between the provisions hereof and this Lease, the provisions of this Addendum shall govern and control and shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

4. EFFECTIVE DATE. This Addendum shall be effective as of the latter date of execution.

5. ENTIRE AGREEMENT. This Addendum constitutes the entire and integrated agreement between Lessor and Lessee relating to the subject matter of this Addendum and supersedes all prior understandings, agreements, or representations, between the parties, written or oral, to the extent they relate in any way to the subjects of this Lease.

6. COUNTERPARTS. This Addendum shall be executed in duplicate originals, each of which shall be deemed to be an original, but both of which, together, shall constitute one and the same instrument.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the day and year last below written.

LESSOR:

ATTEST:

CITY OF GRAND ISLAND, NEBRASKA,
A Municipal Corporation,

_____
RaNae Edwards, City Clerk

_____
Jay Vavricek, Mayor

ACKNOWLEDGMENT

STATE OF NEBRASKA, COUNTY OF HALL

The foregoing instrument was acknowledged before me this _____day of _____ 2013 by Jay Vavricek, Mayor, on behalf of the City of Grand Island.

Affix seal here.

_____
Notary Public Signature

LESSEE:

Rodney Anderson, Administrator
AS – State Building Division

3/27/13
Date

BUILDING LEASE

THIS LEASE is made and entered into on this ____ day of _____, 2013, by and between the CITY OF GRAND ISLAND, NEBRASKA, A Municipal Corporation, herein referred to as "City" and JERRY HARDERS, herein referred to as "Lessee".

1. STATEMENT PURPOSE. This Building Lease is made for the purpose of leasing to the Lessee the property identified as Fire/Guard Building No. A-12, on the former Cornhusker Army Ammunition Plant (CHAAP), together with three (3) concrete parking pads to the front, side and rear of the building, herein after referred to as "premises", for inert storage purposes only.

2. TERM OF LEASE. The term of this Building Lease is for a period of two years beginning on May 1, 2013, and ending on April 30, 2015, subject to the revocation and renewal provisions set forth hereafter.

3. CONSIDERATION. The Lessor shall pay the City rental in advance of the initial term, and any renewal terms, in the amount of Nine Hundred and twenty-five Dollars ($925.00 per year), payable to the order of The City of Grand Island, Finance Department, P.O. Box 1968, Grand Island, Nebraska, 68802. In the event the Lessee fails or refuses for any reason to pay the foregoing rentals in advance, this Building Lease shall be considered void.

4. CONDITION OF PREMISES. Lessee acknowledges that it has inspected the premises described in paragraph 1 above, knows its condition, and understands the same is leased without any representations or warranties whatsoever and without obligation on the part of the City to make any alterations, repairs or additions thereto. The Lessee shall surrender the premises to the City at the end of the term, or any renewal term, in the same condition as the premises were at the commencement of the initial lease term, normal wear and deterioration excepted. Any portion of the premises damaged by the Lessee must be either replaced or restored to the condition existing at the commencement of the initial lease term or the Lessee shall pay to the City an amount equal to the cost of repair or replacement of the damaged property, whichever is less.

5. UTILITIES AND INSURANCE. During the initial term, or any renewal term, of this Building Lease, the Lessee shall pay all utility costs for services on the premises and shall maintain liability insurance in the amount of not less than a combined single limit of $100,000.00 coverage for the leased premises. The Lessee shall provide the City with a copy of a Certificate of Insurance evidencing the required coverage, which certificate shall state that the City will be given 30 days written notice of any cancellation or change in such insurance.

6. RIGHT TO ENTER PREMISES. The City reserves the right to enter the premises at any time for any purpose necessary or convenient in connection with government and Lessor purposes, including but not limited to making inspections, removing debris, making

repairs or performing maintenance. The Lessee shall have no claim for damages on account of such entry against the City or its officials, officers, employees, agents or representatives.

7. INDEMNIFICATION OF CITY. The City shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the exercise of the privileges herein granted or for damages to the property of the Lessee, its officers, employees, agents, or others who may be on the premises at their invitation. The Lessee shall hold the City harmless from any and all claims, causes of action, or damages of any nature due to the negligence of the Lessee, its officers, employees, agents, contractors, invitees or licensees.

8. PROHIBITED USES. The Lessee shall not construct or place any structure, improvement, advertising sign, or make any modification to the premises or allow or permit such construction, placement, or modification without prior written approval of the City. The Lessee shall not conduct or allow to be conducted any illegal or prohibited activity on the premises and specifically shall not conduct or allow to be conducted any activities which violate any of the environmental laws, regulations, rules, or other regulatory measures of the United States Environmental Protection Agency (USEPA) or Nebraska Department of Environmental Quality (NDEQ). The Lessee shall be responsible for and hold the City harmless from all claims, costs, penalties, or any other consequences associated with violations of environmental laws.

Routine servicing of vehicles and equipment on the premises is prohibited, including fueling, adding or changing lubricants. Only emergency servicing which is necessary to start a vehicle or equipment shall be permitted. Necessary measures shall be taken to clean up any petroleum products or fluids which leak from vehicles or equipment.

9. TAXES. Any and all taxes imposed by the State of Nebraska or its political subdivisions upon the premises shall, except real estate taxes, shall be paid promptly by the Lessee. In the event the premises owned by the City are made taxable by state or local governments, the lease shall be renegotiated to adjust the consideration in an amount sufficient to reimburse the City for said tax liability.

10. LESSEE'S MAINTENANCE RESPONSIBILITIES. The Lessee shall maintain Building No. A-12 to prevent deterioration of the structure. All openings shall be closed in order to keep out birds and other animals. The Lessee shall maintain and prevent the loss of gravel from the parking areas off the concrete parking pads and maintain proper drainage to prevent erosion. Lessee shall maintain all grassed areas located on the premises and shall control noxious weeds by mowing, spraying, hand grubbing or by a combination of these methods.

11. SURRENDER OF PREMISES. The Lessee shall vacate and remove all its personal property, fixtures and improvements prior to the end of the initial term or any renewal term. The Lessee shall pay the City on demand any sum which may be expended by the City after expiration, revocation or termination of this Building Lease in restoring the premises to a condition in accordance with paragraph 4 above.

12. CHOICE OF LAWS. This Building Lease shall be construed in accordance with the laws of the United States of America, the State of Nebraska and the ordinances of the City of Grand Island.

13. ENTIRE AGREEMENT. This Building Lease constitutes the entire agreement between the City and the Lessee, notwithstanding any other verbal or written agreements or understandings to the contrary. This Building Lease may be amended only in writing, duly approved and executed by the City and Lessee.

14. REVOCATION RIGHTS OF PARTIES. This Building Lease may be revoked by either the City or Lessee for any material violation of the lease, which termination shall be effective 30 calendar days from the date a Notice of Termination is mailed or delivered in hand to the other party at the address noted in paragraph 16.

15. NOTICES. All notices envisioned under the terms and conditions of this Building Lease shall be sent to other party by first class United States Mail, postage prepaid and addressed as follows or delivered in hand to:

City of Grand Island
Attn: Mayor
P.O. Box 1968
Grand Island, NE 68802-1968

Jerry Harders
633 Yutan Rd
Boelus, NE 68820

16. BINDING EFFECT. All covenants, terms and conditions herein contained shall extend to and be obligatory on the successors, assigns and legal representatives of the City and Lessee.

17. SUCCESSORS AND ASSIGNS. This Building Lease shall not be assigned, transferred or otherwise conveyed or alienated by the City or the Lessee and any such act, whether accomplished or attempted shall be deemed a material violation of and cause immediate termination of this lease.

DATED: March 19, 2013.

ATTEST:

CITY OF GRAND ISLAND, NEBRASKA,
A Municipal Corporation,

_____
RaNae Edwards, City Clerk

By:_____
Jay Vavricek, Mayor

HABITAT & LIVESTOCK

_____
JERRY L. HARDERS

STATE OF NEBRASKA)
) SS:
COUNTY OF HALL)

Before me, a notary public, qualified in said County personally came Jay Vavricek, Mayor of the City of Grand Island, Nebraska, a municipal corporation, known to me to be such officer and the identical person who signed the foregoing Building Lease and acknowledged that the foregoing signature was her voluntary act and deed pursuant to Resolution 2013-_____, and that the City's corporate seal was thereto affixed by proper authority.

Witness my hand and notarial seal this ____ day of _____, 2013.

_____
Notary Public

STATE OF NEBRASKA)
) SS:
COUNTY OF _____)

Before me, a notary public in and for said County and State, personally appeared Jerry Harders, to me known to be the identical person who executed the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed.

Witness my hand and notarial seal this ____ day of _____, 2013.

_____
Notary Public

R E S O L U T I O N 2013-104

WHEREAS, the City of Grand Island is the owner of an approximately 420 acre tract of land at the former Cornhusker Army Ammunition Plant, which has several buildings which were leased by the US Army Corp of Engineers during their ownership of the property; and

WHEREAS, on May 22, 2001, by Resolution 2001-132, the City approved Building Leases with the tenants of the buildings pending development of the property; and,

WHEREAS, the leases will terminate on May 1, 2013; and

WHEREAS, two of the Lessee's of the storage buildings have requested that their lease be renewed.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Building Leases at the former Cornhusker Army Ammunition Plant are hereby authorized to be renewed for an additional two years to the following Lessees in accordance with the Building Leases:

Lessee	Description	Rental
Jerry Harders	Fire/guard building	$925/yr.
Nebraska State Patrol	Storage building	$765/yr.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 9, 2013.

_____
Jay Vavricek, Mayor

Attest:

_____
RaNae Edwards, City Clerk

Approved as to Form ¤ _____
April 5, 2013 ¤ City Attorney

City of Grand Island

Tuesday, April 9, 2013

Council Session

Item I-1

#2013-105 - Consideration of Approving FTE Amendment for the Wastewater Treatment Plant

Staff Contact: John Collins

Council Agenda Memo

From: John Collins, P.E. - Public Works Director
Brenda Sutherland, Human Resources Director

Meeting: April 9, 2013

Subject: Consideration of FTE Amendment for the Wastewater Treatment Plant

Item #'s: I-1

Presenter(s): John Collins, P.E. - Public Works Director
Brenda Sutherland, Human Resources Director

Background

On February 14, 2012 City Council approved Resolution No. 2012-41(B), which established an internal improvement initiative for the Wastewater Division of the Public Works Department. The resolution also approved the addition of a Wastewater Plant Engineer and Wastewater Operations Engineer. This decision was reached by City Council after review and evaluation of the Wastewater Treatment Plant's operations.

On January 29, 2013 Marvin Strong, P.E., Wastewater Plant Engineer, gave a Wastewater update to the City Council. Three proposed positions were listed under Staff Utilization; Regulatory Compliance Position, Lab Tech/Clerical Management Position, and Project Manager/Construction Manager.

An FTE (full time equivalent) schedule is presented each year during the budget preparation presentations. An FTE schedule was approved by the City Council as part of the 2012/2013 budget and is printed in the budget book.

Discussion

As promised, the Wastewater Plant Engineer has performed staffing and skill set analysis and is recommending several changes to meet the Wastewater's current and projected needs. As described in the presentation that preceded approval of Resolution No. 2012-41(B), the needs of Wastewater will change as the facilities and procedures are modernized. At this time we are requesting the establishment of two positions:

- Wastewater Project Manager with suggested salary range of $29.5060 per hour to $41.5140 per hour. This would be a position similar to that currently held by Mr.

Scott Griepenstroh, but dedicated to ensuring the successful completion of Wastewater projects. Current projects include:
Headwork estimated at $19,307,864
North Interceptor – Phase I $11,726,278
North Interceptor – Phase II $17,475,896
South and West Interceptor - $917,380
5th Street Improvements - $1,973,540
Lift Station No. 7 – $1,173,380
Wildwood Subdivision - $1,452,000
US Highway 281 to Interstate 80 - $2,410,000

The Wastewater Project Manager will be responsible for managing the consulting engineers performing the design and construction work. This position will also be responsible for the myriad of activities that accompany projects such as easement acquisition, cost control, plan review, etc.

Delays in Wastewater projects can cause problems such as the December 2012 collapse of the Northeast Interceptor that cost $63,192.94 to repair. Unidentified or poorly addressed issues during construction can increase cost and cause problems throughout the life of the asset. With the large cost of Wastewater projects $56,436,338 an increase of a small percentage can add significant cost. I expect the Project Manager will handle the many different issues that accompany a project to keep it on track. These issues can be very time consuming and difficult for someone with a day job to handle in addition to their normal responsibilities. Whereas the Project Manager can be used to reduce the cost of inspection I don't expect his or her presence will substantially reduce the cost of inspection, particularly with the amount of construction activity that will be going on.

- Wastewater Regulatory Compliance Manager with suggested salary range of $23.7771 per hour - $32.0177 per hour. The addition of this position will help ensure that the City is not violating any environmental rules and regulations and or safety rules and regulations and aid in avoiding violations going forward. The City of Grand Island received three enforcement actions during the fall of 2013. All of the enforcement actions carried potential fines. Those enforcement actions are:
    - Administrative Order issued by the USEPA for failure to submit 503 Sludge Reports;
    - Notice of Violation issued by the USEPA for failure to assess Hazardous Materials; and
    - Notice of Violation by the NDEQ for failure to submit a Storm Water Pollution Prevention Plan (SWPPP).

  A checklist was developed to eliminate future violations. All enforcement actions have been resolved. A safety report issued by an independent safety consultant hired by Human Resources in 2010 was discovered in January 2013. The safety deficiencies listed in that report do not appear to have been addressed. A game plan is being developed to resolve the safety deficiencies. There have been a

number of permit and safety violations over the years including the most recent which could have resulted in a fine of $10,000/day.

Additionally, the Wastewater Treatment Plant currently has three (3) vacant positions we do not anticipate filling. Therefore we request that the following positions be eliminated.

- Wastewater Engineering/Operations Superintendent (1 FTE position) with a salary range of $26.6209 per hour to $37.6636 per hour
- Wastewater Process Supervisor (1 FTE position) with a salary range of $24.6489 per hour to $33.2320 per hour
- Wastewater Equipment Operator II (1 FTE position) with a salary range of $16.7956 per hour to $23.6332 per hour

These positions are not currently needed for the Wastewater Treatment Plant; however as improvements continue, other positions may become necessary and will be requested as needed.

The net effect of these changes is a decrease of 1 FTE and more than $43,000.00 in wages. The elimination of an FTE not only saves the hourly wages associated with the FTE but also the expenses associated with benefits such as health insurance and retirement.

An FTE Amendment is needed to approve the changes in the 2012/2013 budget FTE schedule.

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 amending the City's current FTE schedule to reflect the addition of the Wastewater Project Manager and the Wastewater Regulatory Compliance Manager, as well as the elimination of the Wastewater Engineering/Operations Superintendent, Wastewater Process Supervisor, and Wastewater Equipment Operator.

Sample Motion

Move to approve amending the City's current FTE schedule to reflect the addition of the Wastewater Project Manager and the Wastewater Regulatory Compliance Manager.

Wastewater Update

Resolution 2012-41B
approved February 14, 2012

- Adopted an Internal Cost Efficiency Improvement Plan
- Created Two Positions:
  - Wastewater Plant Engineer and Operations Engineer
- Identify Asset Management Software and Services
- Identify additional Monitoring Locations and Devices
- Asset Management & Monitoring/Automation study

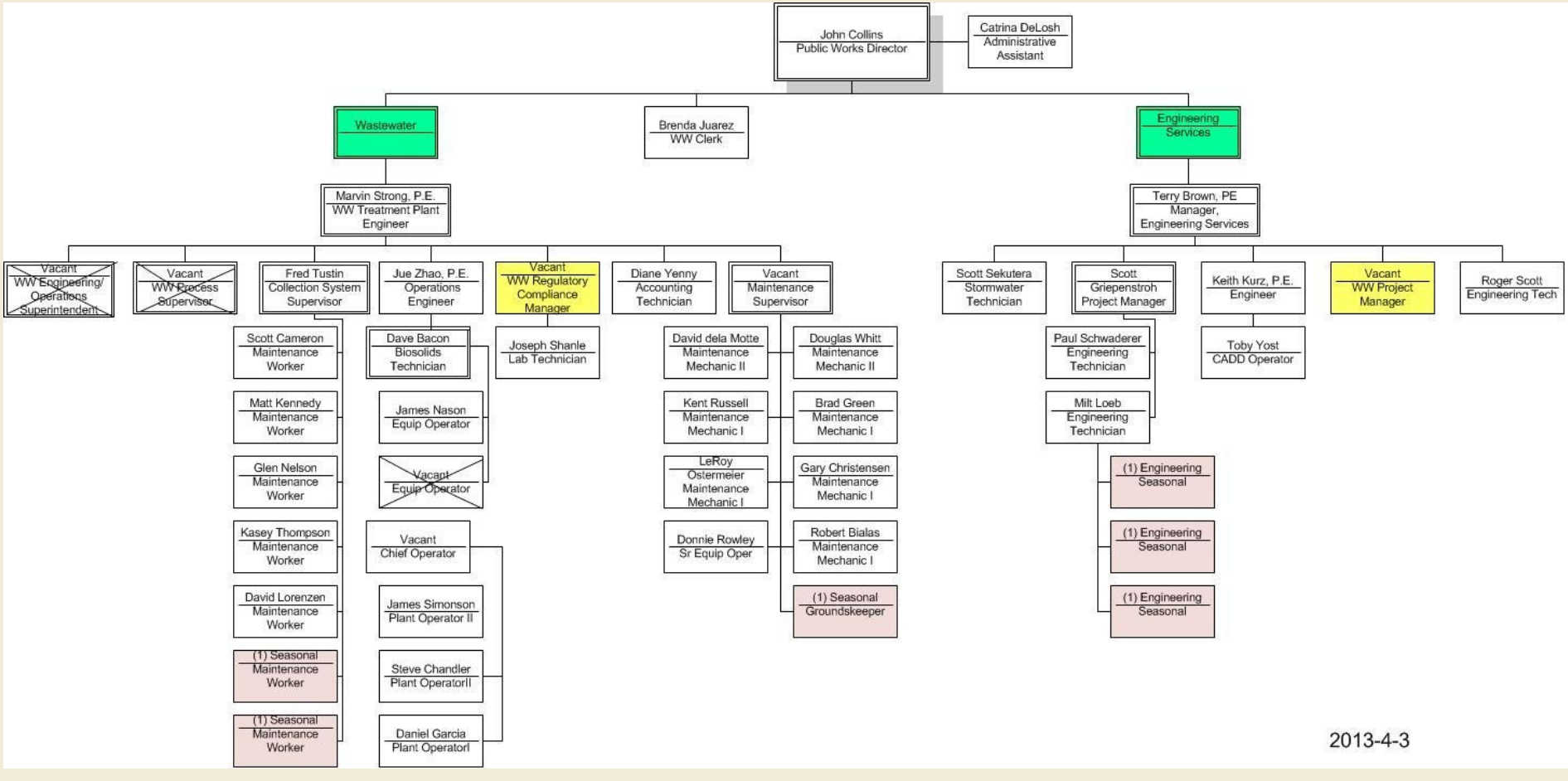
Goal

- Provide the Ratepayers with the most efficient cost effective wastewater treatment possible.

Opportunities for Improvement

- Technical Skills
- Asset Management
- Process Review / Monitoring and Automation
- Staff Utilization

Current vs. Proposed Organizational Chart



Wastewater Project Manager

Serve as the project manager on projects such as Wastewater Treatment Facility upgrades, new and rehabilitation of sanitary sewer lift stations, including forcemains, and new and rehabilitation of sanitary sewer collection systems. Perform para-professional engineering work in the design, investigation and construction of wastewater project and other related projects; perform a variety of technical tasks relative to the wastewater engineering function

- Identify opportunities for improving service delivery methods and procedures;
- Direct and organize engineering activities including survey, design estimation, drafting, specification, mapping and inspection activities
- Stay abreast of new trends and innovations in the field of civil engineering

Wastewater Regulatory Compliance Manager

Ensure regulatory compliance with all applicable Federal, State and Local – Environmental and Safety Rules and Regulations, and with the OSHA equivalent for governmental entities in the State of Nebraska.

- Maintain Quality Assurance/Quality Control (QA/QC) laboratory procedures
- Compliance with Clean Water Act, USEPA 503 Sludge Regulations, Storm Water Pollution Prevention Plan (SWPPP)
- Maintain and keep current, permits such as National Pollutant Discharge Elimination System (NPDES), Permit for Wastewater Treatment Plant Discharge, Storm Water Pollution Prevention Plan (SWPPP), Pre-Treatment Permits for Industrial Discharges, Composting Permit and other wastewater permits

Questions

CITY OF GRAND ISLAND
Working Together for a Better Tomorrow Today
Wastewater Treatment Plant
PUBLIC WORKS DEPARTMENT 3013 EAST SWIFT ROAD
Protecting Our Water Environment

R E S O L U T I O N 2013-105

WHEREAS, the City Council approves a schedule of full time equivalent positions as part of the City's annual budget process; and

WHEREAS, the Wastewater Division of the Public Works Department has requested the addition of a Wastewater Project Manager and Wastewater Regulatory Compliance Manager at the Wastewater Treatment Plant; and

WHEREAS, the Wastewater Division of the Public Works Department will reduce its current FTE schedule by 3, which will consist of the elimination of the Wastewater Engineering/Operations Superintendent, Wastewater Process Supervisor, and Wastewater Equipment Operator, and

WHEREAS, the Wastewater Division will add one (1) Wastewater Project Manager and one (1) Wastewater Regulatory Compliance Manager; and

WHEREAS, the Wastewater Project Manager salary range will be set at $29.5060 per hour - $41.5140 per hour; and

WHEREAS, the Wastewater Regulatory Compliance Manager salary range will be set at $23.7771 per hour - $32.0177 per hour.

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 aforementioned changes to the City FTE Schedule.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 9, 2013.

_____
Jay Vavricek, Mayor

Attest:

_____
RaNae Edwards, City Clerk

Approved as to Form ¤ _____
April 5, 2013 ¤ City Attorney

City of Grand Island

Tuesday, April 9, 2013

Council Session

Item I-2

#2013-106 - Consideration of Approving FTE Amendment for the Fire Department

Staff Contact: Cory Schmidt, Fire Chief

Council Agenda Memo

From: Cory Schmidt, Fire Chief

Meeting: April 9, 2013

Subject: Amend FTE classifications for fire department

Item #'s: I-2

Presenter(s): Cory Schmidt, Fire Chief

Background

At the February 19, 2013 study session, a presentation was brought before City Council to help create a better understanding of desired changes needed in the fire department organizational structure. The current structure has remained relatively unchanged since the 1980s. The City commissioned a study by ICMA to review the public safety departments and make recommendations based upon their findings. The police department came forward with their recommendations last summer during the budget process. The fire department was still involved at that time with the recruitment for the new fire chief.

As the new Fire Chief, I've had a chance to review the ICMA findings and put together a recommendation that integrates those recommendations as well as my own. This is the first step in the implementation process. The next phase will include equipment recommendations.

Discussion

My goal, as well as that of the ICMA study was to identify the most cost effective, efficient way to use our current budget authority to deliver the services that the citizens of Grand Island have come to rely on. As stated earlier, the structure of the department has been relatively the same for the last thirty years. As our community has grown, our demographics have changed and it is prudent that we make sure our department is correctly aligned with the changes we've experienced. The recommended changes in organizational structure are to reclassify three captain positions to shift commander, add a life safety inspector position, and eliminate one of the four division chief positions. These proposed changes should enable the department to better utilize its personnel and provide more consistent management. Total FTEs for fire department would remain the same at 69 and the budget authority needed to provide the service will remain relatively the same.

The addition of the life safety inspector position will ensure that needed inspections that the fire department hasn't been able to accomplish will happen on an annual basis. As stated in the ICMA study, a strong fire prevention program is the most effective method for increasing community safety and reducing the number of fires.

The proposed changes will take effect over the next few months. The reduction in the number of captains and the addition of shift commanders will follow the Civil Service testing process and therefore will not be fully implemented before summer. The life safety inspector will be a civilian position and if approved by Council, recruitment will begin shortly.

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 to amend FTE classifications for the fire department to include reclassification of three captain positions to three shift commander positions, eliminate one division chief position, and add one life safety inspector position.

Sample Motion

Move to approve FTE amendments for the fire department.

Proposal to Restructure Fire Department Command Structure

- Presented by Cory Schmidt, Fire Chief

Recommendations made at February 19th Study Session

- Promote three captains to shift commander
- Hire one certified life safety inspector

February 19th Study Session Questions

- Level of education needed for shift commander
- Union or non-union position
- Effectiveness of current inspection program
- Estimated cost of positions

Education/experience needed for Shift Commander

- North Platte – Six years in career department including three as company officer
- Salina – Ten years firefighting experience, including three as company officer, 12 college credits
- Council Bluffs – Eight years experience, 2 years as engineer
- Rapid City – Associate degree and four years as company officer, plan on Bachelor's in 2014

GIFD proposed education and experience

- At least ten years experience in Grand Island Fire Department including three years as a company officer
- The ability to obtain an associate degree in fire technology, public administration, business, or closely related field within 2 years
- In the future, associate degree will be required prior to promotion. Bachelor's will be preferred

Union or non-union position

- Eligible for the union
- Union must petition to allow membership

Proposed staffing

- Plan on utilizing fill-in personnel to cover for officer absences
- Minimum manning will be changed from 16 to 17 per shift
- Currently allow and schedule up to five employee to be gone, will allow only four in the future -limit OT
- Only one officer will be allowed a scheduled absence at any given time (current policy)

How often will a fill-in person be utilized

- In 2011, out of 42,120 hours , captains were absent 7970.5 hours
  - 18.9% of the time a captain was absent
  - 332 days out of the year a captain was absent

In 2011, a single captain was absent 1041 hours due to injury

How often will a fill -in person be utilized?

- In 2012, out of 42,120 hours, captains were absent 5998.5 hours
  - 14.2% of the time, a captain was absent
  - 250 days out of the year, a captain was absent

Working out of class

- City of Grand Island / IAFF contract states:

  "When an employee is asked to work out of class for more than five full consecutive shifts, they shall be temporarily appointed to the position and received compensation in the class for which they are working at the beginning of the sixth day."

- Guaranteed at least a 3% increase

Compensation for working out of class

- Covered in contract, starts on day six
- Most comparable cities have similar policy as Grand Island or do not compensate at all
- Rapid City pays $1 per hour extra to work out of class

Compensation for working out of class

- Will be negotiated in future contracts, currently not a standard practice among comparable cities
  - Should similar plan as Rapid City's be negotiated and accepted, will cost $24 per shift when an officer is absent
  - If an officer is absent every day (365 days) has the potential to cost an additional $8760 per year in wages

Effectiveness of current inspection program

- In 2012 only 465 inspections were completed
- Current goal is 779 (1/3 of 2337)
- Future goal with fire inspector position is 1169 (1/2 of 2337)
- Difficult to take on special programs (home inspections)

Why are inspection numbers so low?

- Crews are responding to more calls
- Paperwork drives our industry
- Licensure requirements are increasing
- Training is required to ensure professional response
- Limited window of inspection time (business hours, weather, and other time requirements

Life Safety Inspector

- Goal of 1169 inspections per year will be attainable
- Provides ability to schedule inspections
- Uniformity of inspection process
- More efficient use of resources
- Better customer service

Total cost of reorganization

- $27,090 to promote captains to shift commanders
- $85,117 to hire life safety inspector

$112,097 additional costs

- $122,665 savings due to Division Chief elimination
- $112,097
- $10,568 in savings

Total cost of reorganization

- Overtime frequency should remain relatively steady due to change in manning policy, most likely will increase but not substantially
- Currently, no provisions are in place to compensate working out of class, not a standard practice
- If out of class pay is adopted in future, price is fairly low based on current numbers

Summary

- Will meet ICMA recommendations
- Better managed/more efficient department
- Mentoring and succession planning
- Strengthen fire prevention program

R E S O L U T I O N 2013-106

WHEREAS, in April 2012, a study was presented by ICMA for the City of Grand Island outlining recommendations for the Grand Island Fire Department; and

WHEREAS, on February 19, 2013 a study session was presented to City Council in regards to restructuring the fire department; and

WHEREAS, a request has been made to approve the FTE plan for the fire department to reflect a reduction of three fire captains and one division chief and an addition of three shift commanders and one life safety inspector.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the proposed FTE plan for the fire department is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, on April 9, 2013.

_____
Jay Vavricek, Mayor

Attest:

_____
RaNae Edwards, City Clerk

Approved as to Form ¤ _____
April 5, 2013 ¤ City Attorney

City of Grand Island

Tuesday, April 9, 2013

Council Session

Item I-3

#2013-107 - Consideration of Approving Continuation of Street Improvement District No. 1260; South Webb Road Extending North from Stolley Park Road to Union Pacific Railroad Tracks

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

Council Agenda Memo

From: Terry Brown, P.E. – Manager of Engineering Services

Meeting: April 9, 2013

Subject: Approving Continuation of Street Improvement District No. 1260; South Webb Road Extending North from Stolley Park Road to Union Pacific Railroad Tracks

Item #'s: I-3

Presenter(s): John Collins, Public Works Director

Background

Street Improvement District No. 1260 was created by the City Council on February 12, 2013. Legal notice of the creation of the District was published in the Grand Island Independent on February 18, 2013. A notification letter of the district creation was also mailed to all affected property owners.

The District consists of South Webb Road extending north from Stolley Park Road to the Union Pacific Railroad tracks. The project will consist of widening the roadway from 24" to 41" for a 3-lane section with improved drainage and elimination of the ditch section. This project is currently estimated at $1.7 million and would be assessed to adjacent property owners. Depending on the method of assessments, City owned property is estimated to range from $962,159 to $1,188,000. A majority of property owners signed the district creation petition form. The Engineering Division of the Public Works Department is being responsive to the timeline for construction on the redevelopment of this area.

Discussion

The district completed the 20-day protest period at 5:00 p.m., Monday, March 11, 2013. Protests representing over 50% of the frontage excluding City owned property were not filed against this District.

The construction of this Street Improvement District was not budgeted in the 2012-2013 fiscal year Capital Improvement Projects 400 Fund budget, however, construction costs will be assessed to the properties abutting the improved roadway at the completion of construction expected in the 2013-2014 fiscal year. Funding needs before 9/30/13 are estimated to be $850,000.

If March 31, 2013 forecasts hold for the Capital Improvement Projects 400 Fund, bonding or using cash reserves would be the only source of funding for this project.

Types of funding/bonding options discussed by staff and administration:

1) Preliminary estimates or actual costs (bids in hand) may be used to issue Bond Anticipation Notes (BANs), typically for a two year maturity with a call option any time after 12 months. After construction, the assessment process and 50 day pay-in period is complete, 10 year General Obligation Bonds will be issued to redeem the BANs and be repaid by the assessment payments collected. The 10 year bonds would be callable after 5 years.

2) Fund construction with 2012-2013 Capital Improvement Projects 400 Fund budget dollars from projects delayed in 2012-2013 fiscal year. After construction, the assessment process and 50 day pay-in period is complete, 10 year General Obligation Bonds will be issued to be repaid by the assessments collected over the 10 year period. The 10 year bonds would be callable after 5 years.

3) Fund construction costs with cash reserves from the State Gas Tax Fund or General Fund. After construction, the assessment process and 50 day pay-in period is complete, 10 year General Obligation Bonds will be issued to be repaid by the assessments collected over the 10 year period. The 10 year bonds would be callable after 5 years.

Attached for Council review is the six month actuals and year end forecast for the 2012-2013 Capital Improvement Projects 400 Fund.

Alternatives

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 continuation of Street Improvement District No. 1260 with the intent of bonding the total project.

Sample Motion

Move to approve the continuation of Street Improvement District No. 1260.

CITY OF GRAND ISLAND

400 FUND - CAPITAL PROJECTS

AS OF MARCH 31, 2013

	Dept	2013 Budget	Actual as of 3/31/2013	Forecasted 9/30/2013	Forecasted Over/(Under) Budget
PROJECTS FUNDED WITH GAS TAX MONEY					
Resurfacing various locations	PW	677,300	8,503	31,262	(646,038)
Stagecoach Detention Cell Completion	PW	400,000	-	-	(400,000)
Capital Ave; Webb to Broadwell (includes trail)	PW	433,000	-	30,300	(402,700)
Realign Walnut Entrance and Custer/15th Signal	PW	11,000	10,868	28,375	17,375
Wasmer Detention Cell - US HWY 30 Drainage Improvements	PW	573,200	30,662	513,035	(60,165)
BNSF Shoulder Improvements	PW	40,000	20,000	40,000	-
Subtotal		**$ 2,134,500**	**$ 70,033**	**$ 642,972**	**$ (1,491,528)**
REMAINING CAPITAL PROJECTS					
Infrastructure Emergency Funds - Disaster Recovery	IT	60,000	-	60,000	-
Fiber Wireless Connections	IT	125,000	98,678	125,000	-
City Hall Phone System	IT	125,000	74,432	85,000	(40,000)
City Hall HVAC	BLDG	325,000	71,997	325,000	-
Northwest Drainage Project - Feasibility and Design	PW	529,816	26,762	529,816	-
Construct Drainway - CCC to Wood River	PW	226,441	446,044	508,742	282,301
Miscellaneous Parks Projects	PW	150,000	2,490	150,000	-
Hiker/Biker Trails	PW	20,000	-	20,000	-
Hiker/Biker Trails - State & Capital Connector	PW	83,310	6,130	89,160	5,850
Cannon Ditch Lining	PW	250,000	-	250,000	-
Drainage Improvement District (assessment)	PW	100,000	-	100,000	-
Grand Generation Center Building	PW	100,000	-	100,000	-
Underpass Bridges (Assessment $117K & Engineering $40k)	PW	60,000	-	157,000	97,000
Husker Hwy; Hwy 281 to Locust St *	PW	-	129,205	129,204	129,204
Annual Sidewalk Projects	PW	25,000	7,723	25,000	-
Miscellaneous Safety Enhancements - Quite Zone *	PW	-	12,492	12,492	12,492
Line Drainage Concrete Ditch (Stagecoach Cell)	PW	50,000	-	50,000	-
Moores Creek Drain Continuation	PW	-	82,418	82,418	82,418
Annual Handicap Ramp Installation Project	PW	165,000	-	99,480	(65,520)
Pavement Management (Assessments & Budget)	PW	-	-	150,000	150,000
Stuhr Road Concrete Overlay	PW	-	-	280,000	280,000
Digital Antenna/Tranmission Line Install	GITV	65,000	-	65,000	-
Highway 281 Safety Study	PW	-	-	150,000	150,000
Systematic Preventive Maintenance - Bridge Inspections	PW	-	-	80,000	80,000
Subtotal		**$ 2,459,567**	**$ 958,371**	**$ 3,623,312**	**$ 1,163,745**
Grand Total		**$ 4,594,067**	**$ 1,028,404**	**$ 4,266,284**	**$ (327,783)**

FUNDING SOURCES		*** Cash Reserve 2012 Projects**		
General Fund	708,000	12,492	720,492	12,492
State Gas Tax Fund	2,134,500	129,205	2,263,705	129,205
Keno Fund	450,000		450,000	-
Special Assessments Fund	710,000		710,000	-
Reimbursements from Department of Roads	591,860		115,244	(476,616)
	$ 4,594,360		**$ 4,259,441**	**$ (334,919)**

Forecasted Funding Shortfall - (Surplus) **$ 7,136**

STATE GAS TAX FUND

	2010 Actual	2011 Actual	2012 Budget	2012 Forecast	2012 Actual	2013 Budget
Beginning Cash Balance	2,393,139	1,636,888	603,879	1,216,886	1,216,886	1,040,820
Revenue	3,424,619	3,805,828	3,570,000	4,040,383	4,258,245	3,996,118
Transfers In	-	19,858	-	-		-
Total Resources Available	5,817,758	5,462,574	4,173,879	5,257,270	5,475,131	5,036,938
Expenditures	-	-	-	-		-
Transfers Out	4,180,870	4,245,687	4,097,000	4,216,450	3,333,812	4,834,500
Total Requirements	4,180,870	4,245,687	4,097,000	4,216,450	3,333,812	4,834,500
Ending Cash Balance	1,636,888	1,216,886	76,879	1,040,820	2,141,319	202,438

Actual 2012 ending Cash Balance in excess of Forecast	1,100,499
2012 - 400 Fund Project paid for in 2013 Hwy 281 to Locust Street	(129,205)
2013 Budget Ending Cash Balance	1,173,732

Budget book page 14

The following projects are planned to be completed as funds become available and needs arise

Hwy 30 Relocation - US 281 West
Signal @ US Highway 34/281 and Wildwood Rd
Lighting on US Highway 281 from Stolley Park Rd to Old Potash Hwy
Broadwell Ave/UPRR - Construction
Shady Bend Rd @ UPRR -E Bypass
Quiet Zone - UPRR Corridor - Lincoln, Broadwell & Blaine/Custer
Capital Ave - Broadwell Ave to St Paul Rd
Swift Rd - WWTP to Stuhr Rd
Misc. Safety Projects - TBD
State/Diers Intersection Improvements
Husker Hwy W of US Hwy 34/281 Intersection
Barr Middle School Traffic Circulation Improvements
Capital Ave & North Rd Intersection Improvement
3rd St Widening - Adams to Eddy
North Rd & 13th St Intersection Improvements
Signal @ US Hwy 34/281 and Rae Rd
Annual Paving Program (Assessment Districts) - W Stolley Park Rd & Westwood Park Sub
Left Turn Lane - North Rd @ NWHS
Stolley Park Rd & North Rd Intersection
Left Turn Lane on Husker Hwy @ HLHS
Left Turn Lane on 13th @ Redwood/Mansfield
Resurface Wildwood from US Hwy 281 to Locust St
North Rd over UPRR
Stolley - Fonner/HEC/Fair Entrance to Stuhr Rd
Misc. Signals - TBD
Highway 281 Southbound Repair
North Rd & Old Potash Intersection Improvements
State Street - Webb Rd to Broadwell Ave Safety Improvement
Broadwell Ave - Capital to Airport Rd
Webb Rd - UPRR to south of Stolley Park Rd
Sky Park Improvements - Airport Rd to Abbott Rd
Highway 281 Safety Enhancement Improvement Project
Webb Rd & State St Intersection (Geometrics)
Diers Ave & State Street / US Hwy 281 - Design (Geometrics)
Locust St & Anna St (Geometrics)
Sycamore St Underpass - Complete Rebuild/Rehab (drainage/pavement) - Phase I
Eddy Street Underpass Complete Rebuild/Rehab (drainage/pavement) - Phase I
Barr Middle School Traffic Circulation Improvements (Design)

R E S O L U T I O N 2013-107

WHEREAS, Street Improvement District No. 1260, South Webb Road Extending North from Stolley Park Road to Union Pacific Railroad Tracks, was created by Ordinance No. 9420 on February 12, 2013; and

WHEREAS, notice of the creation of such street improvement district was published in the Grand Island Independent, in accordance with the provisions of Section 16-667.01, R.R.S. 1943; and

WHEREAS, Section 16-667.01 R.R.S. 1943, provides that if the owners of record title representing more than 50% of the front footage of the property abutting upon the streets, avenues, or alleys, or parts thereof which are within such proposed district shall file with the City Clerk within twenty days from the first publication of said notice written objections to such district, said work shall not be done and the ordinance shall be repealed, and

WHEREAS, the protest period ended on March 11, 2013, and protests more than 50% of the total District frontage were not received.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that insufficient protests have been filed with the City Clerk against the creation of Street Improvement District No. 1260, therefore such district shall be continued and constructed according to law.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 9, 2013.

_____
Jay Vavricek, Mayor

Attest:

_____
RaNae Edwards, City Clerk

Approved as to Form ¤ _____
April 5, 2013 ¤ City Attorney

City of Grand Island

Tuesday, April 9, 2013

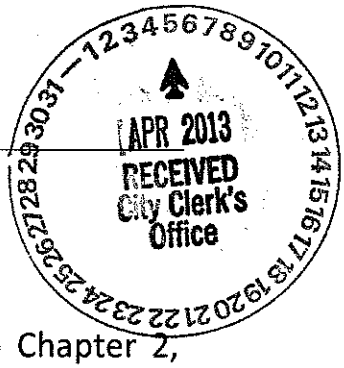
Council Session

Item I-4

#2013-108 – Consideration of Setting Hearing Date for Removal of Elected Official Pursuant to Code Section 2-24

Staff Contact: Councilmember MIke Paulick

CHARGE OF MISCONDUCT



Mayor Jay Vavricek is hereby charged with misconduct pursuant to Chapter 2, Section 24 of the Grand Island, Nebraska City Code. This charge will be filed with the Grand Island, Nebraska City Clerk and a Resolution will be placed on the agenda of the April 9th, 2013 City Council Meeting. The provisions of Chapter 2, Section 24 of the Grand Island, Nebraska City Code, as well as the provisions of the applicable State Statute(s) of the State of Nebraska, will be followed.

The specific charge constituting misconduct is driving under the influence of alcohol, which endangered the lives of others as well as the life of Mr. Vavricek.

This charge is filed by Michael D. Paulick and his signature hereon has been verified.

Michael D. Paulick

STATE OF NEBRASKA)
) ss:
COUNTY OF HALL)

Before me, a notary public in and for said County and State, personally appeared Michael D. Paulick, to me known to be the identical person who executed the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed.

Witness my hand and notarial seal this 5 day of April, 2013.

GENERAL NOTARY - State of Nebraska
KATHRYN A. HILLIGAS
My Comm. Exp. May 2, 2014

Notary Public

R E S O L U T I O N 2013-108

WHEREAS, the Grand Island, Nebraska City Code, provides in Chapter 2, Article 24 Authority and procedures for removal of an Elected Official for misconduct or malfeasance pursuant to state statute; and

WHEREAS, any Elected Official of the City may be removed from office for misconduct, in the manner set forth by Chapter 2, Section 24 of the Grand Island, Nebraska City Code; and

WHEREAS, Chapter 2, Section 24 of the Grand Island, Nebraska City Code states that, "Upon the filing of written charges signed and verified, charging any such officer with misconduct, the council shall by resolution set a time for hearing not less than five days nor more than ten days subsequent to the passage of such resolution for a hearing on such charges.", and

WHEREAS, written charges, signed and verified, charging Mayor Jay Vavricek, with misconduct have been filed as directed by Chapter 2, Section 24 of the Grand Island, Nebraska City Code.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF GRAND ISLAND, NEBRASKA, that a hearing date of April 19, 2013, to be held at Grand Island City Hall, Council Chambers, beginning at 7:00 p.m. is hereby set.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, April 9, 2013.

_____
Council President

Attest:

_____
RaNae Edwards, City Clerk

Approved as to Form ¤ _____
April 5, 2013 ¤ City Attorney

City of Grand Island

Tuesday, April 9, 2013
Council Session

Item J-1

Approving Payment of Claims for the Period of March 27, 2013 through April 9, 2013

The Claims for the period of March 27, 2013 through April 9, 2013 for a total amount of $2,346,079.09. A MOTION is in order.

Staff Contact: Jaye Monter

City of Grand Island

Tuesday, April 9, 2013
Council Session

Item X-1

Strategy Session with Respect to Pending and Threatened Litigation

The City Council may hold a closed or Executive Session as permitted by Neb. Rev. Stat. Sec. 84-1410. Closed sessions may be held for, but shall not be limited to such reasons as:

1. Protection of the public interest.

2. Needless injury to the reputation of an individual.

3. Strategy sessions with respect to

a. collective bargaining,

b. real estate purchases,

c. pending litigation, or

d. imminent or threatened litigation.

4. Discussion regarding deployment of security personnel or devices.

5. For the Community Trust created under Sec. 81-1801.02, discussion regarding the amounts to be paid to individuals who have suffered from a tragedy of violence or natural disaster.

Staff Contact: Robert Sivick