
City of Grand Island



Tuesday, December 17, 2013 Council Session Packet

City Council:

Linna Dee Donaldson
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 Stan Davis, New Life Community Church, 301 West 2nd Street

Pledge of Allegiance

Roll Call

A - SUBMITTAL OF REQUESTS FOR FUTURE ITEMS

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

B - RESERVE TIME TO SPEAK ON AGENDA ITEMS

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



City of Grand Island

Tuesday, December 17, 2013

Council Session

Item E-1

**Public Hearing on Request from Carnivores Meat Supply LLC
dba Carnivores Meat Supply, 3721 W. Old Potash Highway for a
Class “C” Liquor License**

Staff Contact: RaNae Edwards

Council Agenda Memo

From: RaNae Edwards, City Clerk

Meeting: December 17, 2013

Subject: Public Hearing on Request from Carnivores Meat Supply LLC dba Carnivores Meat Supply, 3721 W. Old Potash Highway for a Class “C” Liquor License

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

Presenter(s): RaNae Edwards, City Clerk

Background

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

Declared Legislative Intent

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

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

Discussion

Carnivores Meat Supply LLC dba Carnivores Meat Supply, 3721 W. Old Potash Highway has submitted an application for a Class “C” Liquor License. A Class “C” Liquor License allows for the sale of alcohol on and off sale inside the corporate limits of the city.

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

Also submitted with the application was a request from Eric Muth, 3527 South Blaine Street for a Liquor Manager Designation.

Alternatives

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

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

Recommendation

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

Sample Motion

Move to approve the application for Carnivores Meat Supply LLC dba Carnivores Meat Supply, 3721 W. Old Potash Highway for a Class "C" Liquor License contingent upon final inspections and Manager Designation for Eric Muth, 3527 South Blaine Street contingent upon completion of a state approved alcohol server/seller training program.

12/06/13
15:18

Grand Island Police Department
LAW INCIDENT TABLE

450
Page: 1

City : Grand Island
Occurred after : 13:40:48 11/21/2013
Occurred before : 13:40:48 11/21/2013
When reported : 13:40:48 11/21/2013
Date disposition declared : 11/21/2013
Incident number : L13112782
Primary incident number :
Incident nature : Liquor Lic Inv Liquor Lic Inv
Incident address : 3721 Old Potash Hwy W
State abbreviation : NE
ZIP Code : 68803
Contact or caller :
Complainant name number :
Area location code : PCID Police - CID
Received by : Vitera D
How received : T Telephone
Agency code : GIPD GIPD Grand Island Police Dept
Responsible officer : Vitera D
Offense as Taken :
Offense as Observed :
Disposition : ACT Active
Misc. number : RaNae
Geobase address ID : 8573
Long-term call ID :
Clearance Code : CL Case Closed
Judicial Status : NCI Non-criminal Incident

INVOLVEMENTS:

| Px | Record # | Date | Description | Relationship |
|----|----------|----------|-----------------------|---------------|
| NM | 9609 | 12/03/13 | Muth, Eric D | Owner/Manager |
| NM | 73142 | 12/03/13 | Reiners, Michael E | Owner |
| NM | 93512 | 12/03/13 | Reiners, Charlene A | Owner |
| NM | 108232 | 12/03/13 | Dinkelman, Jennifer L | Owner |
| NM | 121695 | 12/03/13 | Dinkelman, Brian M | Owner |
| NM | 171707 | 12/03/13 | Muth, Emily C | Owner |

LAW INCIDENT CIRCUMSTANCES:

| Se | Circu | Circumstance code | Miscellaneous |
|----|-------|----------------------|---------------|
| 1 | LT24 | LT24 Specialty Store | |

LAW INCIDENT NARRATIVE:

Carnivores Meat Supply is Requesting a Class C Liquor License, and Eric Muth Applied to be the Liquor Manager.

LAW INCIDENT OFFENSES DETAIL:

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

LAW INCIDENT RESPONDERS DETAIL:

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

LAW SUPPLEMENTAL NARRATIVE:

| Seq | Name | Date |
|-----|----------|---------------------|
| 1 | Vitera D | 13:53:12 12/05/2013 |

Grand Island Police Department
Supplemental Report

Date, Time: Thu Dec 05 13:53:27 CST 2013
Reporting Officer: Vitera
Unit- CID

Carnivores Meat Supply is applying for a Class C (beer, wine, distilled spirits, on and off sale) LLC liquor license. Three couples are listed on the application, and all of them have lived in Grand Island for at least the last ten years. The couples are: Brian and Jennifer Dinkelman, Michael and Charlene Reiners, and Eric and Emily Muth. Eric is applying to be the liquor manager.

Part of the application asks if anyone has been convicted or plead guilty to any charge. Brian Dinkelman disclosed a DUI from 1999, but no one else disclosed anything. I checked Spillman and NCJIS on all six applicants. Eric Muth has a speeding ticket listed in Spillman. NCJIS shows five traffic convictions. One was for no valid registration, and the other four were for speeding. Emily Muth doesn't have any violations listed in Spillman or NCJIS. Michael Reiners doesn't have any potential violations in Spillman and has one speeding conviction listed in NCJIS. Charlene Reiners doesn't show any possible convictions in Spillman. She has one conviction for speeding listed in NCJIS. Brian Dinkelman doesn't have any undisclosed convictions in Spillman or NCJIS. Jennifer Dinkelman doesn't have any convictions listed in either Spillman or NCJIS. I also did some Internet checks on the applicants and didn't find anything damaging to the application.

On the application, it clearly asks "Has anyone who is a party to this application, or their spouse, ever been convicted of or plead guilty to any charge? Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law, a violation of a local law, ordinance or resolution." It further asks that the applicant, "List the nature of the charge, where the charge occurred and the year and the month of the conviction or plea. Also list any charges pending at the

time of this application. If more than one party, please list charges by each individual's name."

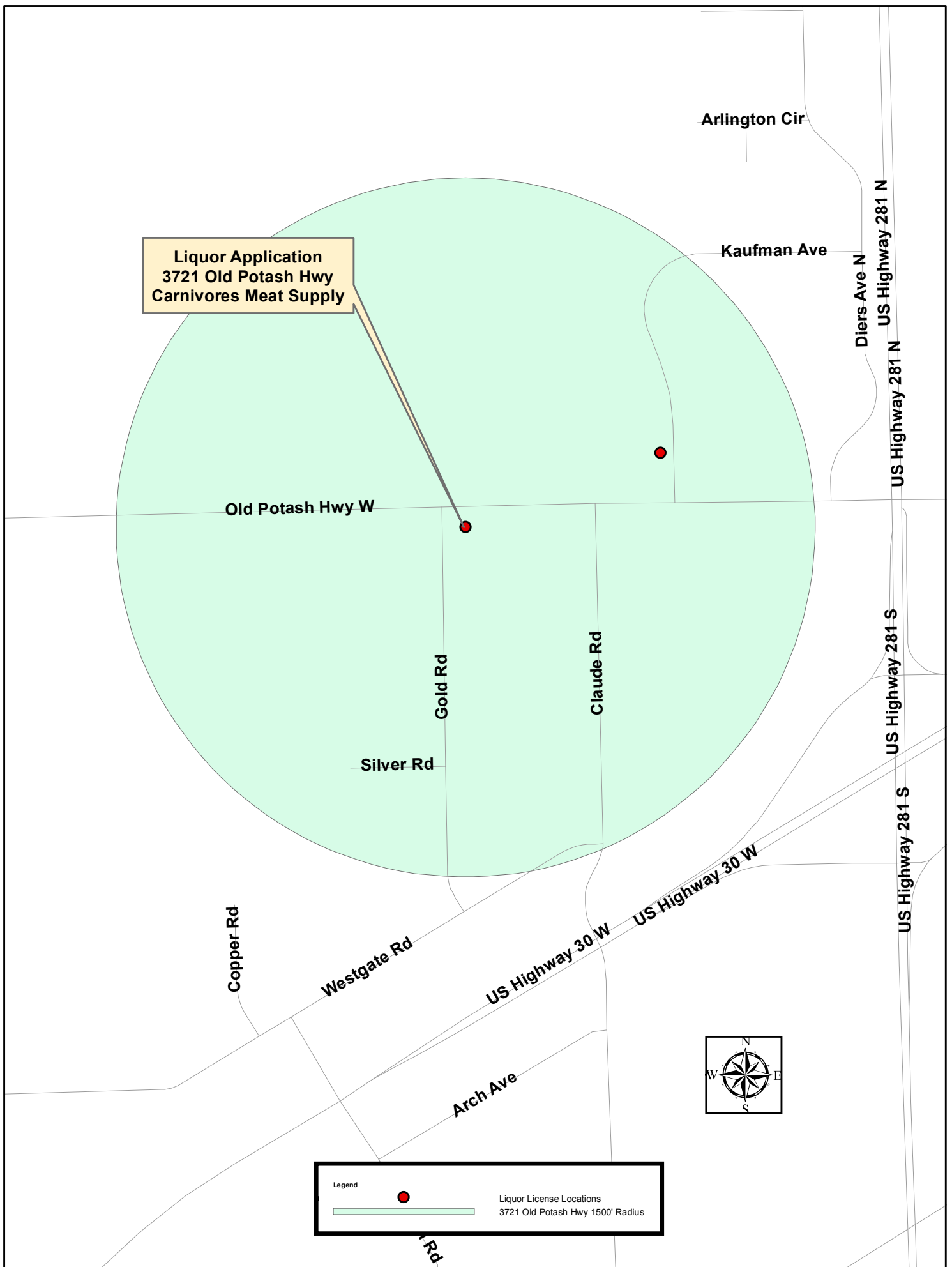
Some of the applicants' failure to disclose their traffic convictions technically makes the applications false according to the Nebraska Liquor Control Act (Part II Chapter 2 Section 010.01) which states:

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

None of the traffic convictions are serious or rise to the level of a Class I Misdemeanor in a specified crime under Nebraska State Statute Chapter 28 that would automatically preclude the applicants from receiving a liquor license.

On 12/5/13, Investigator Dan Fiala with NSP, and I met with Eric Muth at Carnivores Meat Supply. Eric said the business is not a bar. They will typically close at 6 PM. He envisions some of his customers either sitting down and having a beer before they pick up some meat or buying some beer to take home with their meat. He said he will have a couple of big screen televisions, a few tables, and a small bar with one cooler. Carnivores will just offer beer, however, they applied for the Class C License so they can have other options if they have cooking events inside the business. Eric said he will have one part time employee whose sole responsibility will be selling and serving the alcohol. That employee will only help other customers if no one in the business is buying or consuming alcohol.

All in all, the applicants have lived in Grand Island for a considerable amount of time and have no criminal history in Nebraska other than a few minor traffic violations. Other than failing to disclose those minor convictions, I didn't see any glaring problems with the application. As long as employees are good at checking ID's, I don't foresee any problems with alcohol consumption at this business. The GIPD doesn't object to Carnivores Meat Supply receiving a liquor license or to Eric Muth being the liquor manager.





City of Grand Island

Tuesday, December 17, 2013

Council Session

Item E-2

Public Hearing on Request from The Chocolate Bar, Inc. dba The Chocolate Bar, 116 West 3rd Street for a Catering Designation to Class “I-86925” Liquor License

Staff Contact: RaNae Edwards

Council Agenda Memo

From: RaNae Edwards, City Clerk

Meeting: December 17, 2013

Subject: Public Hearing on Request from The Chocolate Bar, Inc. dba The Chocolate Bar, 116 West 3rd Street for a Catering Designation to Class “I-86925” Liquor License

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

Presenter(s): RaNae Edwards, City Clerk

Background

The Chocolate Bar, Inc. dba The Chocolate Bar, 116 West 3rd Street has submitted an application for a catering designation to their Class “I-86925” Liquor License. This request would allow The Chocolate Bar to deliver, sell or dispense alcoholic liquors, including beer, for consumption at a location designated on a Special Designated License (SDL).

Discussion

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

Alternatives

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

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

Recommendation

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

Sample Motion

Move to approve the application for a catering designation from The Chocolate Bar, Inc. dba The Chocolate Bar, 116 West 3rd Street Liquor License "I-86925".

12/09/13
14:09

Grand Island Police Department
LAW INCIDENT TABLE

450
Page: 1

City : Grand Island
Occurred after : 12:07:21 12/09/2013
Occurred before : 12:07:21 12/09/2013
When reported : 12:07:21 12/09/2013
Date disposition declared : 12/09/2013
Incident number : L13121103
Primary incident number :
Incident nature : Liquor Lic Inv Liquor Lic Inv
Incident address : 116 3rd St W
State abbreviation : NE
ZIP Code : 68801
Contact or caller :
Complainant name number :
Area location code : PCID Police - CID
Received by : Vitera D
How received : T Telephone
Agency code : GIPD GIPD Grand Island Police Dept
Responsible officer : Vitera D
Offense as Taken :
Offense as Observed :
Disposition : ACT Active
Misc. number : RaNae
Geobase address ID : 11327
Long-term call ID :
Clearance Code : CL Case Closed
Judicial Status : NCI Non-criminal Incident

INVOLVEMENTS:

| Px | Record # | Date | Description | Relationship |
|----|----------|----------|--------------------|--------------|
| NM | 35658 | 12/09/13 | Anson, Amos C | Owner |
| NM | 111396 | 12/09/13 | Anson, Sharena D | Owner |
| NM | 162517 | 12/09/13 | The Chocolate Bar, | Business |

Involved

LAW INCIDENT CIRCUMSTANCES:

| Se Circu | Circumstance code | Miscellaneous |
|----------|-------------------|---------------------|
| 1 | LT03 | LT03 Bar/Night Club |

LAW INCIDENT NARRATIVE:

The Chocolate Bar is Seeking a Catering License.

LAW INCIDENT OFFENSES DETAIL:

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

LAW INCIDENT RESPONDERS DETAIL:

Se Responding offi Unit n Unit number

1 Vitera D 318 Vitera D

LAW SUPPLEMENTAL NARRATIVE:

| Seq | Name | Date |
|-----|----------|---------------------|
| 1 | Vitera D | 12:15:01 12/09/2013 |

318

Grand Island Police Department
Supplemental Report

Date, Time: Mon Dec 09 12:15:15 CST 2013
Reporting Officer: Vitera
Unit- CID

The Chocolate Bar is applying for a catering license. I did the original liquor license investigation on The Chocolate Bar about three years ago to the day. At that time, the Grand Island Police Department didn't have any objections to the license, and The Chocolate Bar ultimately received its liquor license.

I checked the Nebraska Liquor Control Commission's web site and didn't find any violations since The Chocolate Bar has had its license. I checked Spillman and didn't find any problems either. I also checked NCJIS on Amos and Sharena Anson to see if they have any new convictions which would affect their license or this application. Amos has a couple of new traffic convictions, and Sharena has one new traffic conviction.

Nothing has significantly changed between the last investigation and this one. The Chocolate Bar has been in business with a liquor license for over two years, and I can't find any documented problems that would negatively impact this application. The Grand Island Police Department has no objection to The Chocolate Bar getting a catering license.



City of Grand Island

Tuesday, December 17, 2013

Council Session

Item E-3

Public Hearing on Request from Hazel L. Struble for a Conditional Use Permit for Off Street Parking for Grand Island Public Schools Located at 421 West 9th Street

Staff Contact: Craig Lewis

Council Agenda Memo

From: Craig Lewis, Building Department Director

Meeting: December 17, 2013

Subject: Request of Hazel Struble and the Grand Island Public Schools for Approval of a Conditional Use Permit to Construct a Parking Lot at 421 West 9th Street

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

Presenter(s): Craig Lewis, Building Department Director

Background

This request is for approval of a conditional use permit to allow for the construction of a parking lot at the above referenced address. The property is currently zoned R-4 High Density Residential and as such a parking lot is a listed conditional use. Conditional uses as listed in the zoning code must be approved by the City Council after a finding that the proposed use promotes the health, safety, and general welfare of the community, protects property against blight and depreciation, and is generally harmonious with the surrounding neighborhood.

Discussion

This proposal is to construct a parking lot on a residential zoned property south of Howard school. The property is located south of the school and southeast of the intersection of 9th Street and Cedar Street. A dwelling and detached garage currently exist on the site, they would be removed to facilitate the construction and provide parking for the elementary school. Because the property is zoned R-4, landscaping regulations provided in the City Code would be required. As a plan of the proposed construction has not been provided with this application I would suggest that the following items need to be included as part of the construction permit: permanent type, dust free surface in conformance with section 36-96, and landscaping as provided in section 36-102. The landscape provisions in the City Code would require a ten foot landscape buffer adjacent to the streets, and plantings of two canopy trees, two understory trees, and six shrubs.

Fencing for the parking lot is only proposed along the east property line to buffer the residential property to the east and no parking lot lighting is proposed at this time.

Alternatives

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

1. Approve the request for a Conditional Use Permit finding that the proposed use is a listed conditional use in the zoning code and that it will not be detrimental to public health, safety, and the general welfare of the community.
2. Disapprove or /Deny the request finding that the proposal does not conform to the purpose of the zoning regulations.
3. Modify the request to meet the wishes of the Council.
4. Refer the matter to a special committee for a determination of a finding of fact.
5. Table the issue

Recommendation

City Staff recommends that the Council approve the conditional use permit with the condition that all applicable City Code sections including landscaping are provided in compliance with the City Code and finding that the request does promote the health, safety, and general welfare of the community, protects property against blight and depreciation, and is generally harmonious with the surrounding neighborhood.

Sample Motion

Move to approve the requested conditional use permit as specified in the staff recommendation published in the Council packet and presented at the City Council meeting and finding that the application will conform with the purpose of the zoning regulations.

Conditional Use Permit Application

pc: Building, Legal, Utilities
Planning, Public Works

1. The specific use/construction requested is: Off street parking for Grand Island Public Schools.
2. The owner(s) of the described property is/are: Hazel L. Struble
3. The legal description of the property is: See Appendix 1 attached
4. The address of the property is: 421 W. 9th St.
5. The zoning classification of the property is: High Density Residential Zone
6. Existing improvements on the property is: House & garage
7. The duration of the proposed use is: Perpetual
8. Plans for construction of permanent facility is: Off street parking
9. The character of the immediate neighborhood is: Residential
10. There is hereby **attached** a list of the names and addresses of all property owners within 200' of the property upon which the Conditional Use Permit is requested.
11. Explanation of request: Off street parking for Grand Island Public Schools.

I/We do hereby certify that the above statements are true and correct and this application is signed as an acknowledgement of that fact.

November 19, 2013
Date

Hazel L. Struble
Owners(s)

808-379-9706
Phone Number

201 E Harper PO Box 871
Address

Plainview NE 68769
City State

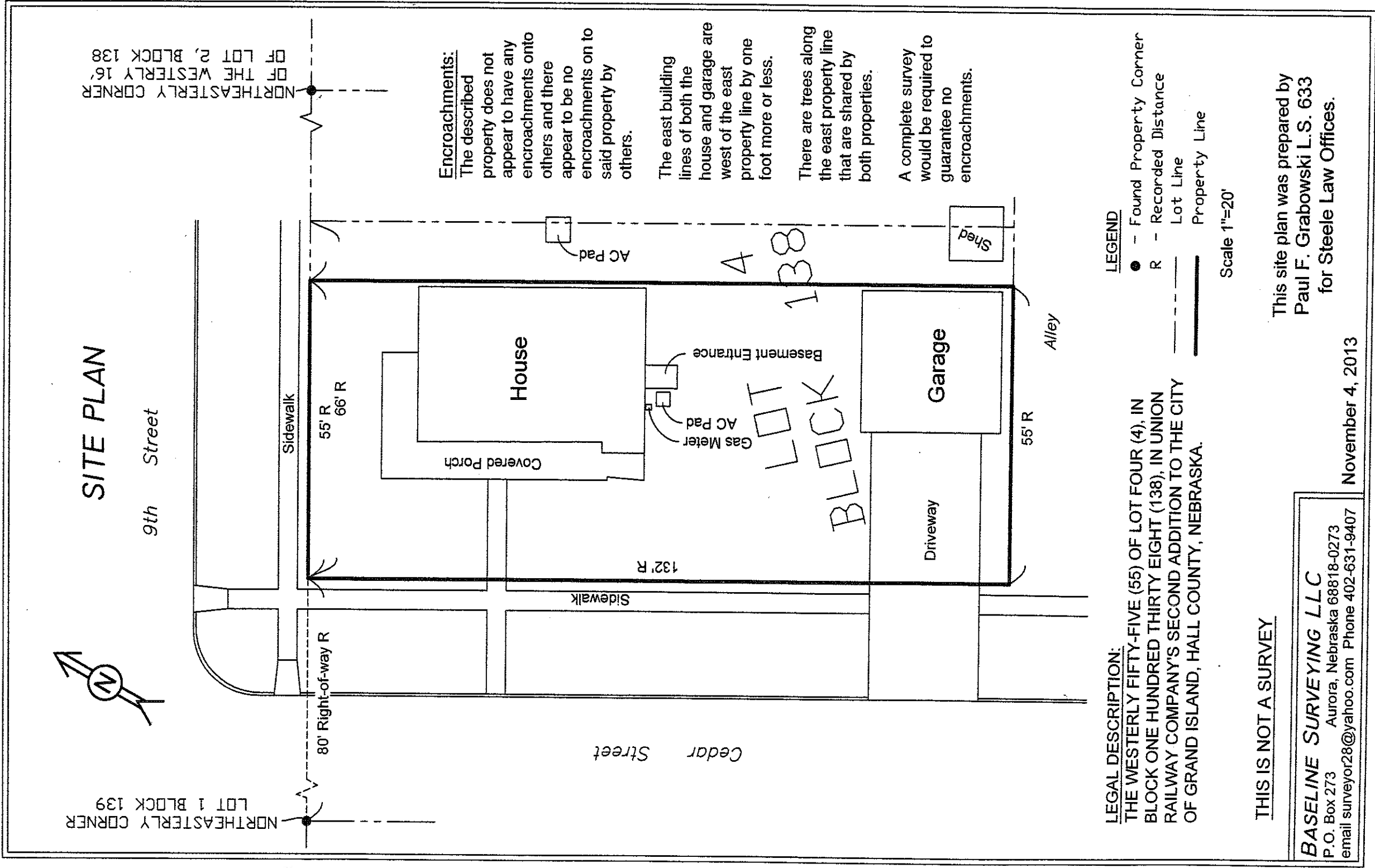
Zip

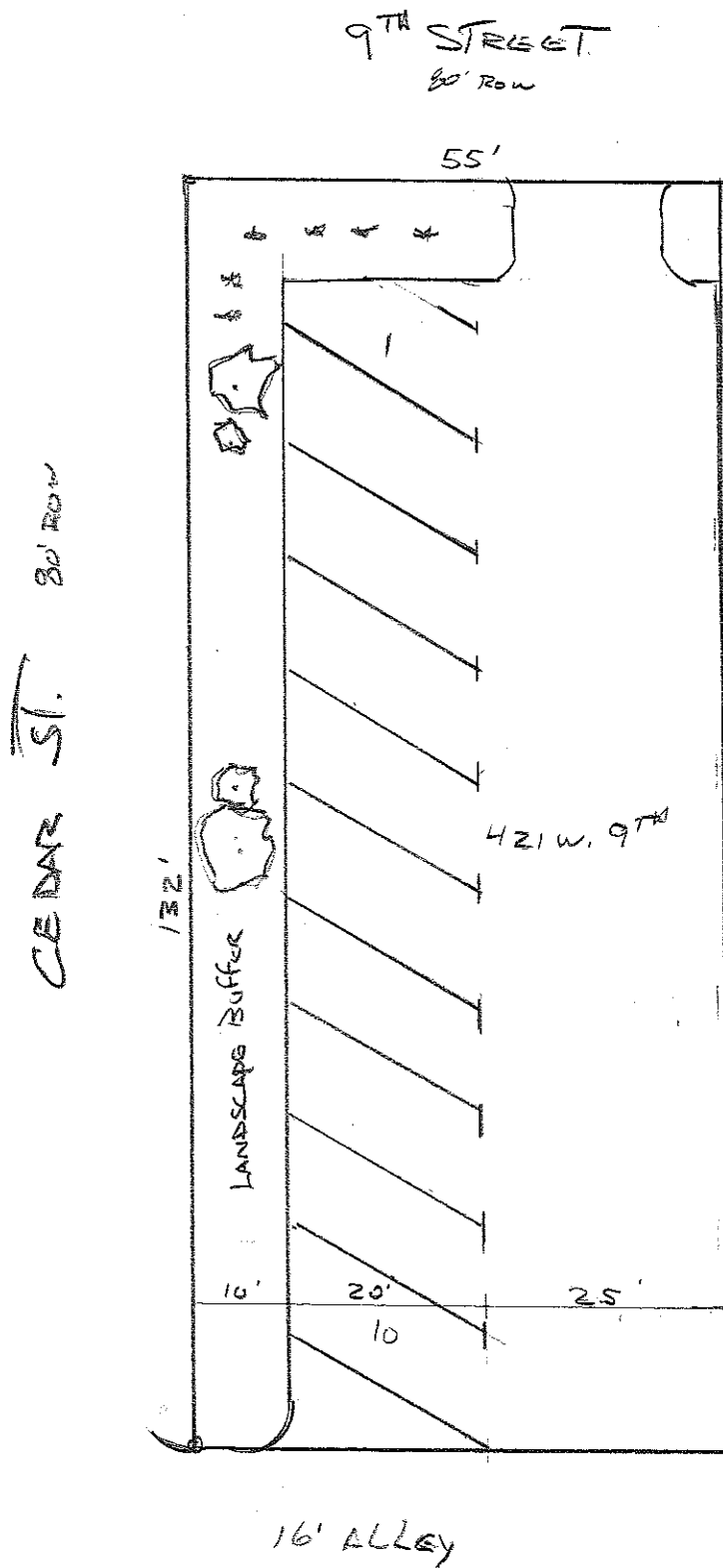
Please Note: Delays May Occur if Application is Incomplete or Inaccurate.

Appendix 1

3. The legal description of the property is:

The Westerly Fifty-five (55) feet of Lot Four (4), in Block One Hundred Thirty-eight (138), in Union Pacific Railway Company's Second Addition to the City of Grand Island, Hall County, Nebraska.





10' landscape yard
 2 canopy trees
 2 understory
 6 shrubs

PRELIMINARY
 DRAFT





City of Grand Island

Tuesday, December 17, 2013

Council Session

Item E-4

Public Hearing on Request from Dawn Dreikosen for a Conditional Use Permit for Off Street Parking for Grand Island Public Schools Located at 1323 West 7th Street

Staff Contact: Craig Lewis

Council Agenda Memo

From: Craig Lewis, Building Department Director

Meeting: December 17, 2013

Subject: Request of Dawn Dreikosen and the Grand Island Public Schools for Approval of a Conditional Use Permit to Construct a Parking Lot at 1323 West 7th Street

Item #'s: E-4 & H-2

Presenter(s): Craig Lewis, Building Department Director

Background

This request is for approval of a conditional use permit to allow for the construction of a parking lot at the above referenced address. The property is currently zoned R-4 High Density Residential and as such a parking lot is a listed conditional use. Conditional uses as listed in the zoning code must be approved by the City Council after a finding that the proposed use promotes the health, safety, and general welfare of the community, protects property against blight and depreciation, and is generally harmonious with the surrounding neighborhood.

Discussion

This proposal is to construct a parking lot on a residential zoned property south of Jefferson school. The property is located south of the school and southeast of the intersection of 7th Street and Jefferson Street. A dwelling and detached garage currently exist on the site, and it appears they would be removed to facilitate the construction and provide parking for the elementary school. Because the property is zoned R-4 the landscaping regulations provided in the City Code would be required. As a plan of the proposed construction has not been provided with this application I would suggest that the following items need to be included as part of the construction permit: permanent type, dust free surface in conformance with section 36-96, and landscaping as provided in section 36-102. The landscape provisions in the City Code would require a ten foot landscape buffer adjacent to the streets, and plantings of two canopy trees, two understory trees, and six shrubs.

Fencing for the parking lot is only proposed along the east property line to buffer the residential property to the east and no lighting is proposed at this time.

Alternatives

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

1. Approve the request for a Conditional Use Permit finding that the proposed use is a listed conditional use in the zoning code and that it will not be detrimental to public health, safety, and the general welfare of the community.
2. Disapprove or /Deny the request finding that the proposal does not conform to the purpose of the zoning regulations.
3. Modify the request to meet the wishes of the Council.
4. Refer the matter to a special committee for a determination of a finding of fact.
5. Table the issue

Recommendation

City Staff recommends that the Council approve the conditional use permit with the condition that all applicable City Code sections including landscaping are provided in compliance with the City Code and finding that the request does promote the health, safety, and general welfare of the community, protects property against blight and depreciation, and is generally harmonious with the surrounding neighborhood.

Sample Motion

Move to approve the requested conditional use permit as specified in the staff recommendation published in the Council packet and presented at the City Council meeting and finding that the application will conform with the purpose of the zoning regulations.



Non-Refundable Fee: \$1,000.00
 Return by: _____
 Council Action on: _____

Conditional Use Permit Application

pc: Building, Legal, Utilities
 Planning, Public Works

1. The specific use/construction requested is: Off street parking for Grand Island Public Schools.
2. The owner(s) of the described property is/are: Dawn Dreikosen a/k/a Dawn D. Goetz
3. The legal description of the property is: Lot Five (5) in Block Fourteen (14), Wallich's Addition to the City of Grand Island, Hall County, Nebraska
4. The address of the property is: 1323 W. 7th St.
5. The zoning classification of the property is: High Density Residential Zone
6. Existing improvements on the property is: House and Land and Garage
7. The duration of the proposed use is: Perpetual
8. Plans for construction of permanent facility is: Off street parking
9. The character of the immediate neighborhood is: Residential
10. There is hereby **attached** a list of the names and addresses of all property owners within 200' of the property upon which the Conditional Use Permit is requested.
11. Explanation of request: Off street parking for Grand Island Public Schools.

I/We do hereby certify that the above statements are true and correct and this application is signed as an acknowledgement of that fact.

11/22/13
 Date

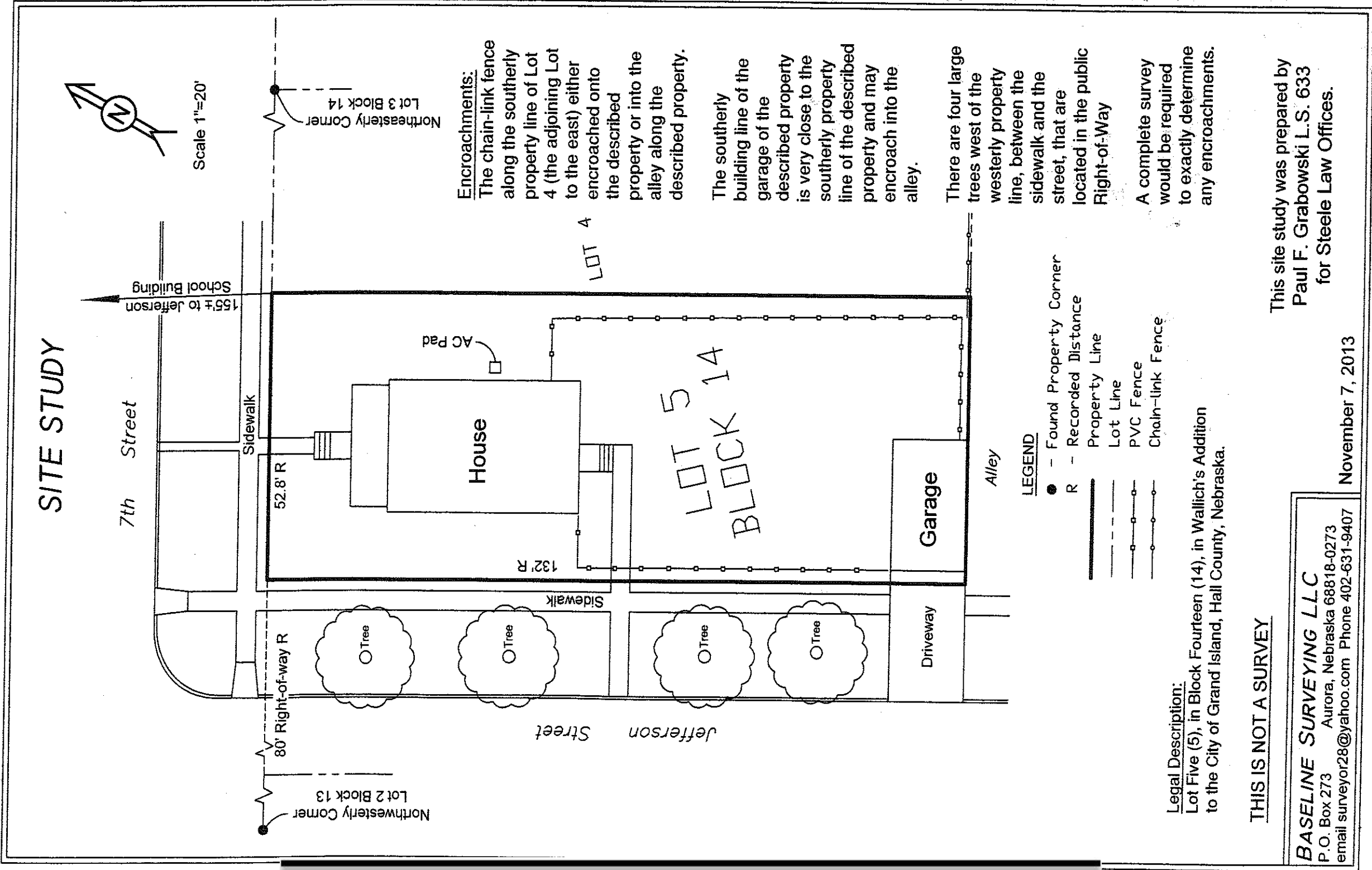
308-379-8998
 Phone Number

Dawn Dreikosen (Dawn Goetz)
 Owners(s)

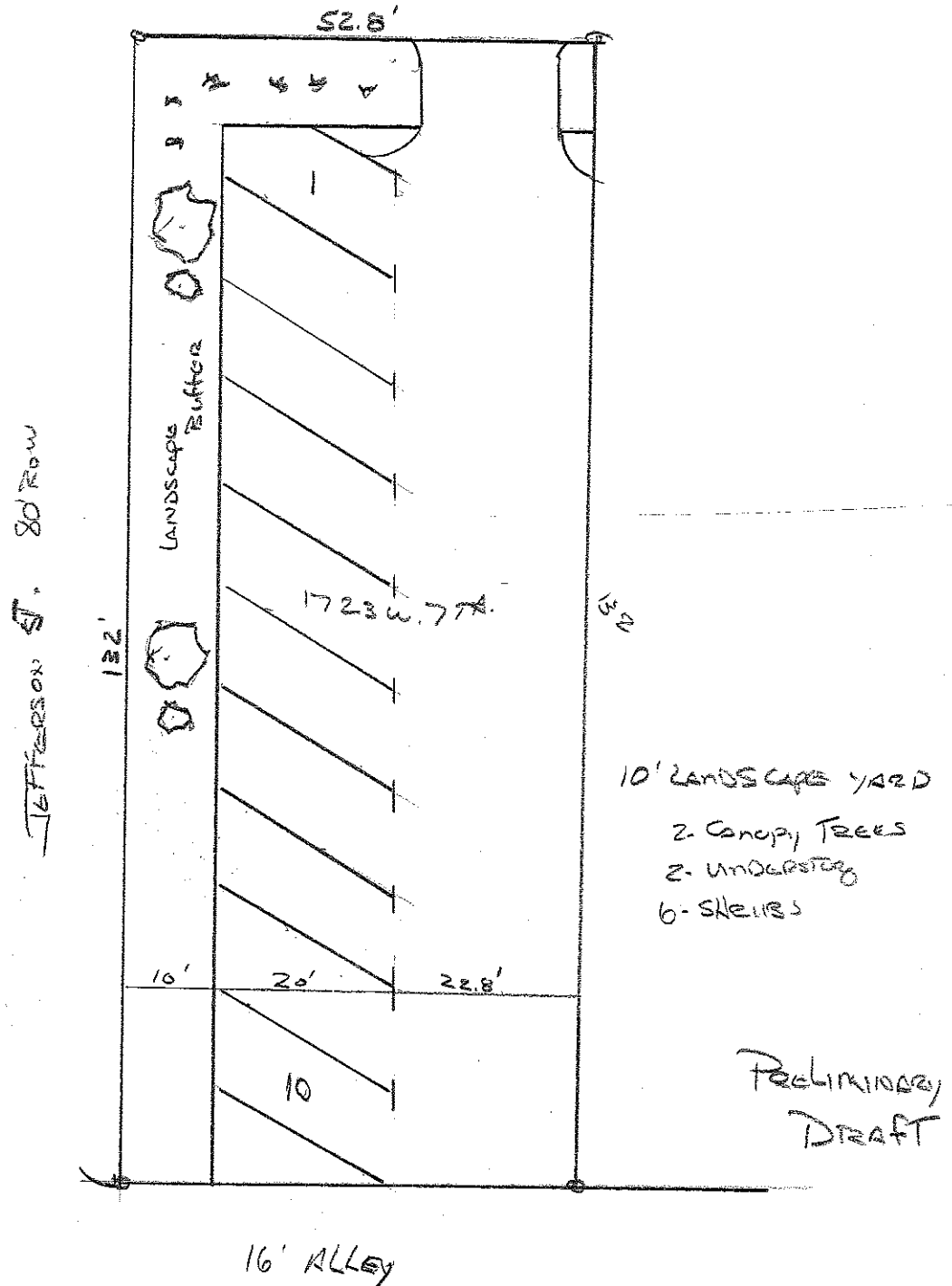
5429 S 122nd Street
 Address

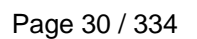
Omaha NE 68137
 City State Zip

Please Note: Delays May Occur if Application is Incomplete or Inaccurate.



7TH STREET
80' ROW







City of Grand Island

Tuesday, December 17, 2013

Council Session

Item E-5

**Public Hearing on Acquisition of Utility Easement Located North
of US Hwy. 30 and East of Engleman Road - West Park Plaza
Mobile Home Park**

Staff Contact: Tim Luchsinger, Utilities Director

Council Agenda Memo

From: Tim Luchsinger, Utilities Director

Meeting: December 17, 2013

Subject: Acquisition of Utility Easement – North of US Highway 30, and East of Engleman Road – West Park Plaza Mobile Home Park, LLC

Item #'s: E-5 & G-14

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 owned by West Park Plaza Mobile Home Park, LLC, located north of US Highway 30, and east of Engleman Road, in the City of Grand Island, Hall County, in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers.

Discussion

West Park Plaza is increasing the size of the electrical service and the Utilities Department needs to upgrade the cables and transformers feeding those services. This easement will be used to place new cable and transformers to improve the service to the Park.

Alternatives

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

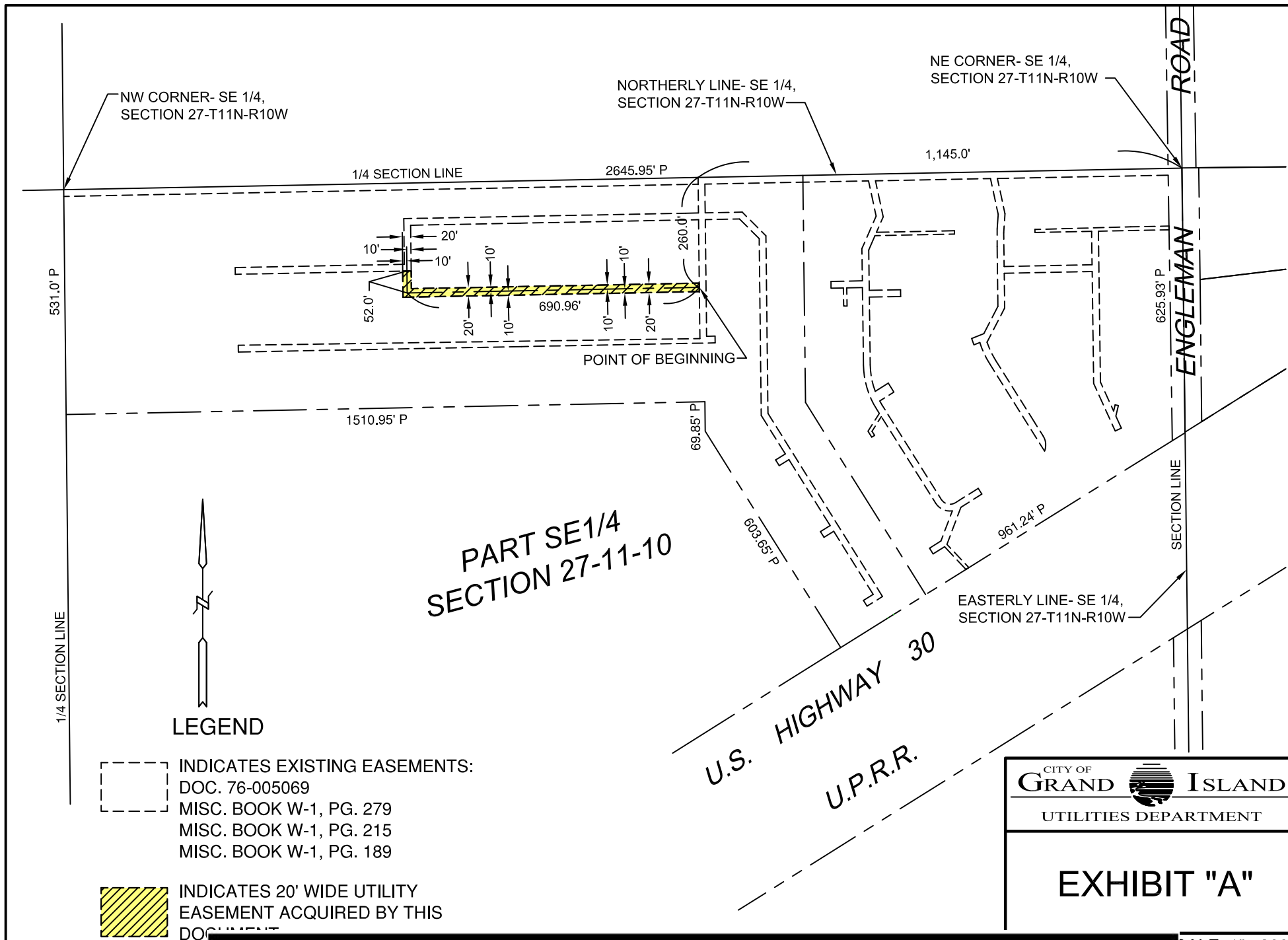
1. Make a motion to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

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.



LEGEND

CITY OF
GRAND ISLAND


UTILITIES DEPARTMENT

EXHIBIT "A"



City of Grand Island

Tuesday, December 17, 2013

Council Session

Item E-6

Public Hearing on Acquisition of Utility Easement Located North of U.S. Hwy. 30, South of Westgate Road and East of North Road - Chief Industries

Staff Contact: Tim Luchsinger, Utilities Director

Council Agenda Memo

From: Tim Luchsinger, Utilities Director

Meeting: December 17, 2013

Subject: Acquisition of Utility Easement – North of U.S. Hwy. 30, south of Westgate Road, and east of North Road – Chief Industries

Item #'s: E-6 & G-15

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 Chief Industries, Inc., located north of U.S. Highway 30, south of Westgate Road, and east of North Road, in the City of Grand Island, Hall County, in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers.

Discussion

The original easement between Lots Three (3) and Four (4) was to be used for electric and water lines. Sewer has been added to this easement area, which requires a minimum clearance from the water line. To allow the area necessary for the electric supply, this easement will provide for the location of electrical conduit, cable, and a pad-mounted transformer to provide power to Lot Three (3), and possible Lot Four (4) in the future.

Alternatives

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

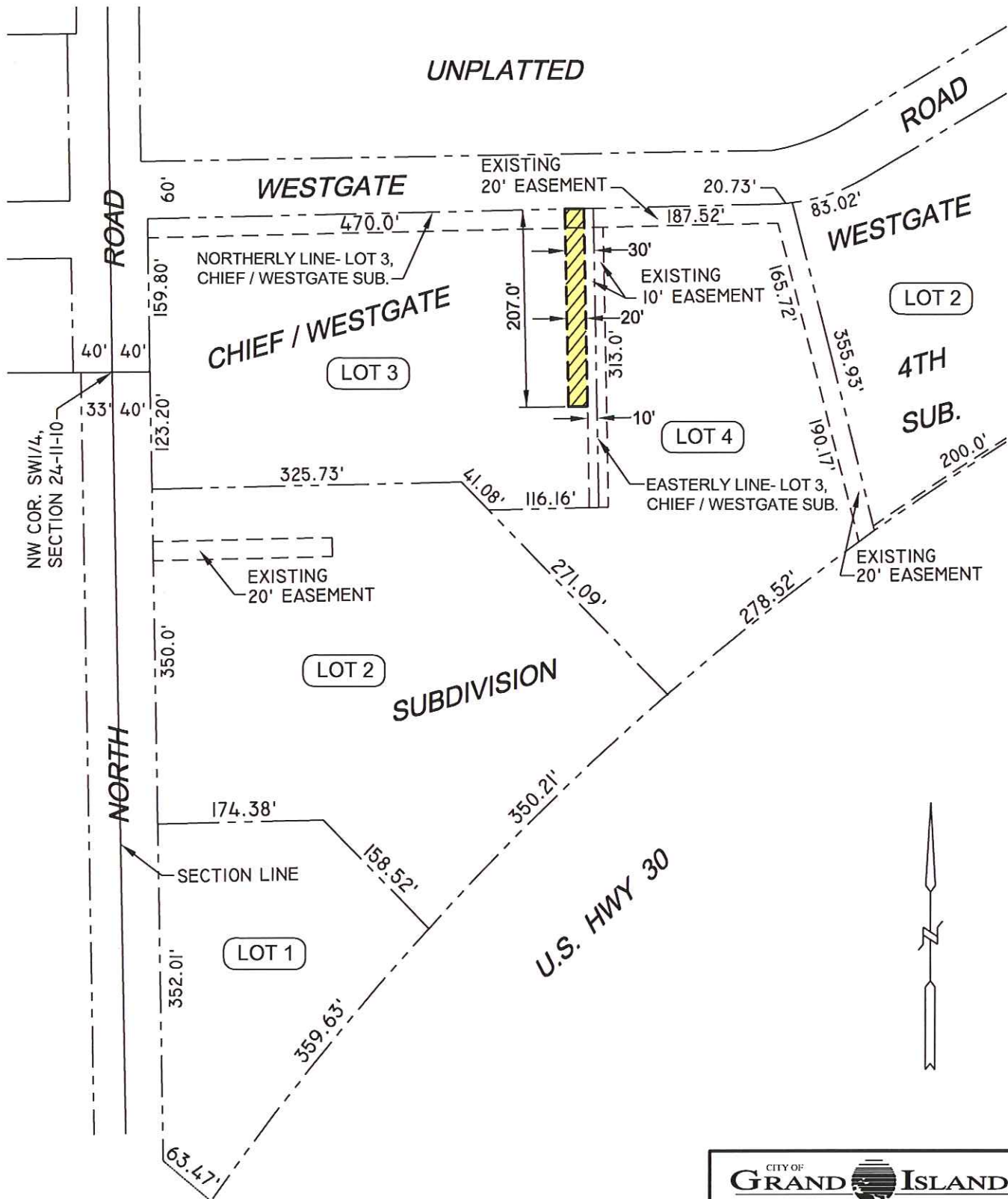
1. Make a motion to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

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.



LEGEND



INDICATES 20' WIDE
UTILITY EASEMENT

CITY OF
GRAND ISLAND
UTILITIES DEPARTMENT

EXHIBIT "A"



City of Grand Island

Tuesday, December 17, 2013

Council Session

Item E-7

Public Hearing on Acquisition of Utility Easement Located North of Brome Grass Drive and West of Yarrow Drive - The Guarantee Group, L.L.C.

Staff Contact: Tim Luchsinger, Utilities Director

Council Agenda Memo

From: Tim Luchsinger, Utilities Director

Meeting: December 17, 2013

Subject: Acquisition of Utility Easement – North of Brome Grass Drive, and west of Yarrow Drive – The Guarantee Group, L.L.C.

Item #'s: E-7 &G-16

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 the Guarantee Group, L.L.C., located north of Brome Grass Drive, and west of Yarrow Drive, in the City of Grand Island, Hall County, in order to have access to install, upgrade, maintain, and repair water lines.

Discussion

Copper Creek Estates is being constructed in phases. The water system needs to be extended across a part of a future phase to provide a loop system and provide for future extension of the water lines. This easement will be included as part of the public right-of-way in a future phase of development, but is needed now to provide the loop for both water flow and fire protection.

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

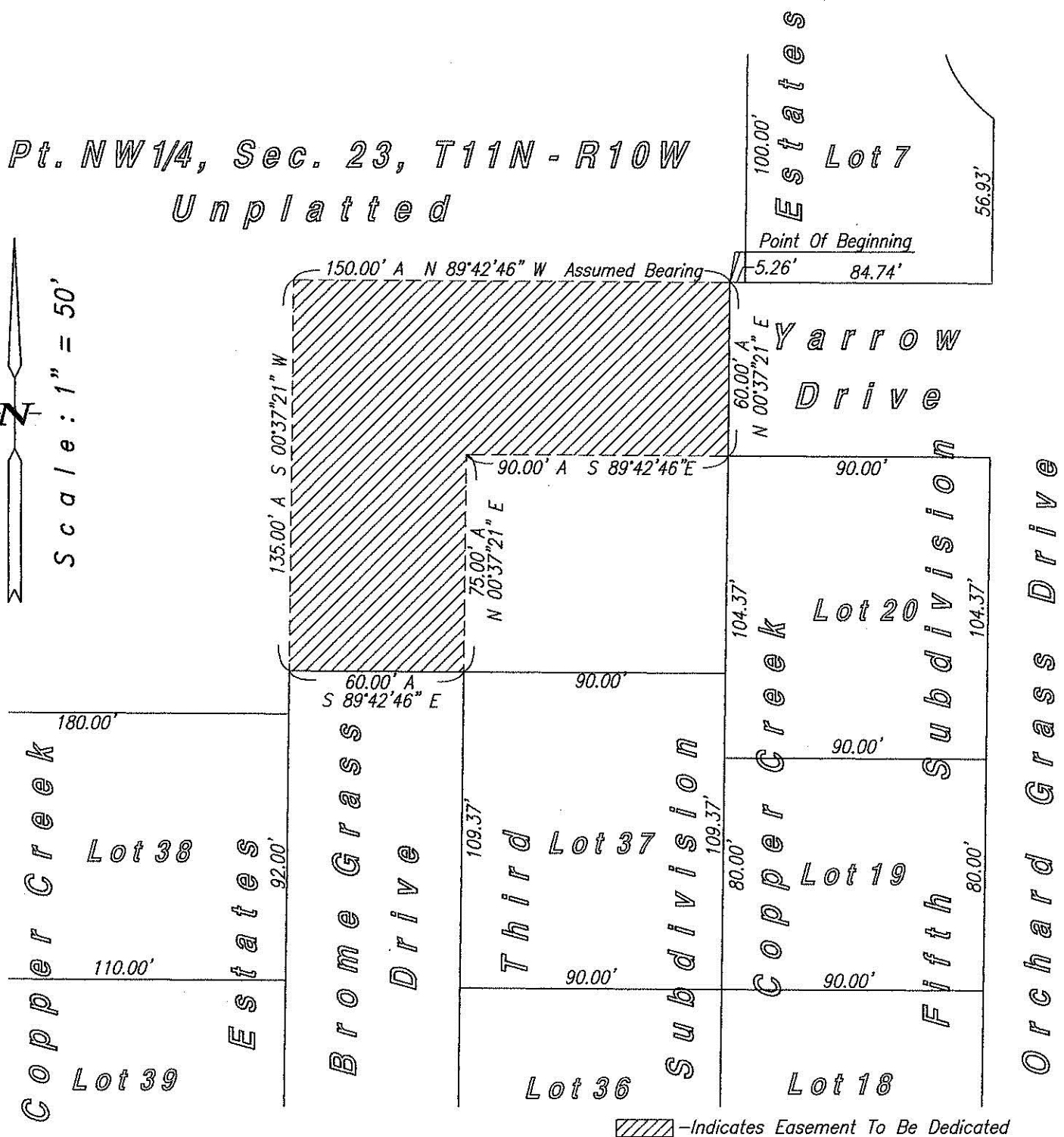

Recommendation

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.

Scale: 1" = 50'



A tract of land comprising a part of the Northwest Quarter (NW1/4), of Section Twenty Three (23), Township Eleven (11) North, Range Ten (10) West of the 6th. P.M., in the City of Grand Island, Hall County, Nebraska, more particularly described as follows:

Beginning at a point on the northerly right of way line of Yarrow Drive, said point being Five and Twenty Six Hundredths (5.26) feet west of the southwest corner of Lot Seven (7), Copper Creek Estates Fifth Subdivision; thence running westerly on the northerly right of way line of Yarrow Drive, if extended, and on an Assumed Bearing of N89°42'46"W, a distance of One Hundred Fifty (150.00) feet; thence running S00°37'21"W, a distance of One Hundred Thirty Five (135.00) feet, to a point on the northerly right of way line of Brome Grass Drive; thence running S89°42'46"E, on the northerly right of way line of Brome Grass Drive, a distance of Sixty (60.00) feet, to a point on the easterly right of way line of Brome Grass Drive and to the northwest corner of Lot Thirty Seven (37), Copper Creek Estates Third Subdivision; thence running N00°37'21"E, on the easterly right of way line of Brome Grass Drive, if extended, a distance of Seventy Five (75.00) feet; thence running S89°42'46"E, a distance of Ninety (90.00) feet, to a point on the westerly right of way line of Yarrow Drive and the northwest corner of Lot Twenty (20), Copper Creek Estates Fifth Subdivision; thence running N00°37'21"E, on the westerly right of way line of Yarrow Drive, a distance of Sixty (60.00) feet, to the Point of Beginning and containing 0.310 acres more or less.

Exhibit 'A'

Sheet No. 1 Of 1



2510 NORTH WEBB ROAD, GRAND ISLAND, NEBRASKA 68802 P.O.BOX 549
E-MAIL surveyor@cccusa.net PHONE (308) 382-1472 FAX (308) 382-1423



City of Grand Island

Tuesday, December 17, 2013

Council Session

Item E-8

**Public Hearing on Acquisition of Utility Easement Located West of
U.S. Hwy. 281 and North of Stolley Park Road - Roe**

Staff Contact: Tim Luchsinger, Utilities Director

Council Agenda Memo

From: Tim Luchsinger, Utilities Director

Meeting: December 17, 2013

Subject: Acquisition of Utility Easement – West of U.S. Hwy. 281, and North of Stolley Park Road - Roe

Item #'s: E-8 & G-17

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 Timothy Roe and Merlene Roe located just west of U.S. Hwy. 281, and north of Stolley Park Road, in the City of Grand Island, Hall County, in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers.

Discussion

Roe Buick's secondary electric service was fed from the south side of Stolley Park Road and recently failed, causing an extended electric service outage. Primary electric conduit, cable and a pad-mounted transformer were placed closer to the building to more efficiently provide service. The easement to be acquired is the location of the new electric feed for the business.

Alternatives

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

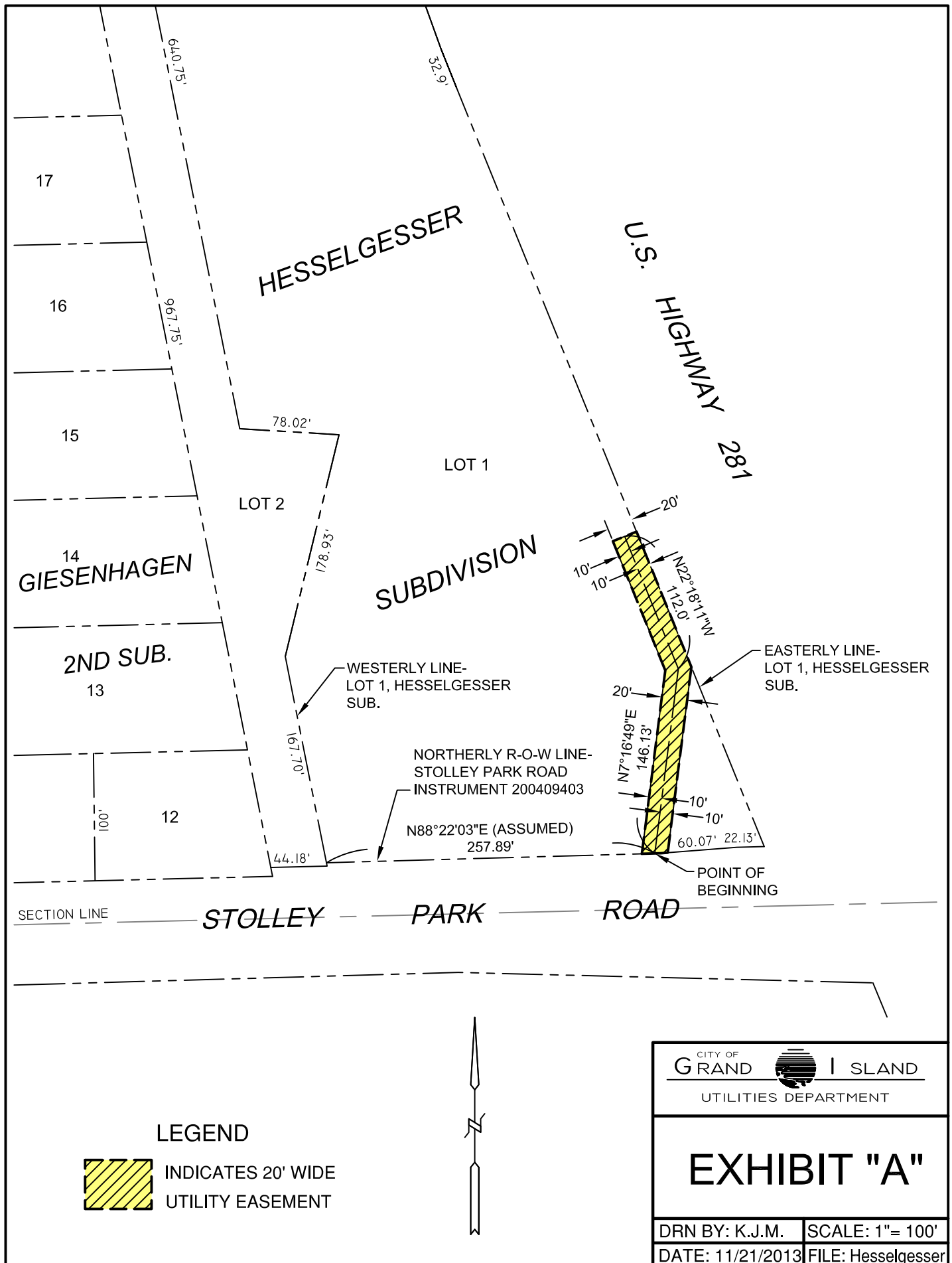
1. Make a motion to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

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

Sample Motion

Move to approve acquisition of the Utility Easement.





City of Grand Island

Tuesday, December 17, 2013

Council Session

Item E-9

**Public Hearing on Acquisition of Utility Easement Located
between Clark Street and Greenwich Avenue at the South Street
Intersection - Carmalor NE, L.P.**

Staff Contact: Tim Luchsinger, Utilities Director

Council Agenda Memo

From: Tim Luchsinger, Utilities Director

Meeting: December 17, 2013

Subject: Acquisition of Utility Easement – Between S. Clark Street and S. Greenwich Avenue and the South Street Intersection – Carmalor Nebraska, L.P.

Item #'s: E-9 & G-18

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 Carmalor Nebraska, L.P., located between S. Clark Street and S. Greenwich Avenue at the South Street Intersection, in the City of Grand Island, Hall County, in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers.

Discussion

An easement was requested when the electric line was originally installed in this area about 40 years ago. Apparently, the easement was never acquired, even though the line was built. This easement will provide for the required access for maintenance with no planned changes to the infrastructure.

Alternatives

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

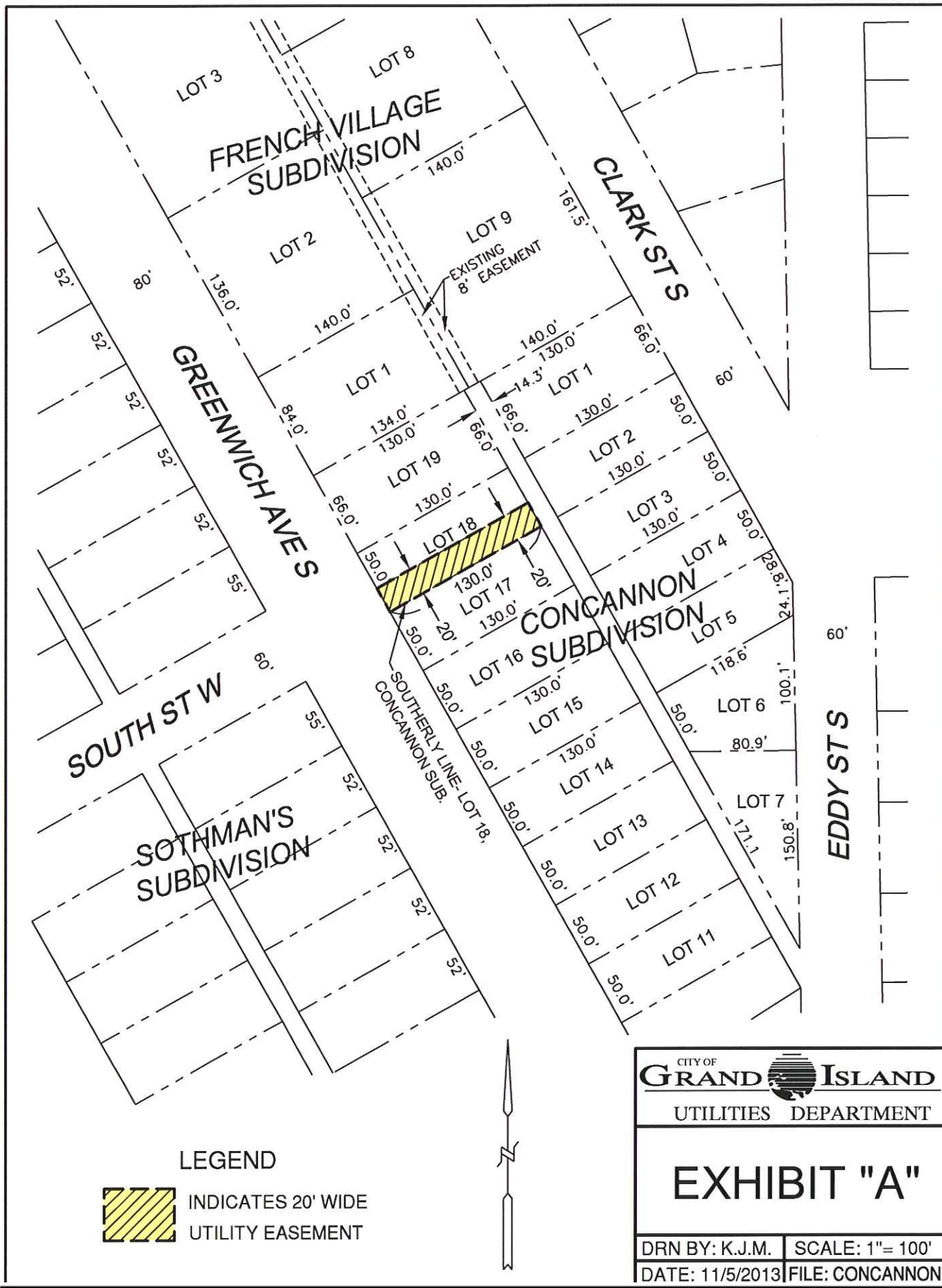
1. Make a motion to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

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

Sample Motion

Move to approve acquisition of the Utility Easement.





City of Grand Island

Tuesday, December 17, 2013

Council Session

Item E-10

**Public Hearing on Acquisition of Right-of-Way Located at 922 N.
Lambert Street (Grand Island Area Habitat for Humanity)**

Staff Contact: Chad Nabity

Council Agenda Memo

From: Chad Nabity, AICP

Meeting: December 17, 2013

Subject: Property Exchange with Habitat for Humanity at 12th and Lambert in Grand Island

Item #'s: E-10, F-3, F-4 & G-30

Presenter(s): Chad Nabity AICP, Regional Planning Director

Background

The Grand Island Area Habitat for Humanity has purchased property at 922 N Lambert Street in northeast Grand Island. The purchased property includes 2 fractional lots and 1 full lot of John W. Lambert's Addition to the City of Grand Island. The property is bordered by Lambert Street on the east, 12th street on the north, Evans Street on the west and an alley on the south. Habitat is requesting that the City of Grand Island vacate right of way for Lambert Street and 12th Street in exchange for right of way for Evans Street. The attached Exhibit A shows the properties to be involved in the exchange.

Discussion

The proposal is for Habitat to give the City parcel 2 on the west side of the property in exchange for parcels 1 and 3. The exchange as proposed will provide sufficient space for Habitat to replace the one existing home with 2 new homes in the neighborhood. The property has sewer and water available.

The additional city property along Evans Street will increase the likelihood that the City can at some point build Evans Street in a manner consistent with City of Grand Island modern street standards. The original subdivisions for this property and the surrounding properties were completed in the 1880s. The street right of way for Evans Street is only 25 feet. Evans is currently a narrow gravel road that looks more like an alley than a street.

A public hearing must be held prior to any acquisition of property by the City of Grand Island. Two ordinances and a resolution have been prepared to facilitate this exchange. One ordinance authorizes the sale of the property to Habitat. The other authorizes the acquisition of the property from Habitat. The resolution authorizes the exchange of the properties. All three need to be approved for this to move forward.

Alternatives

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

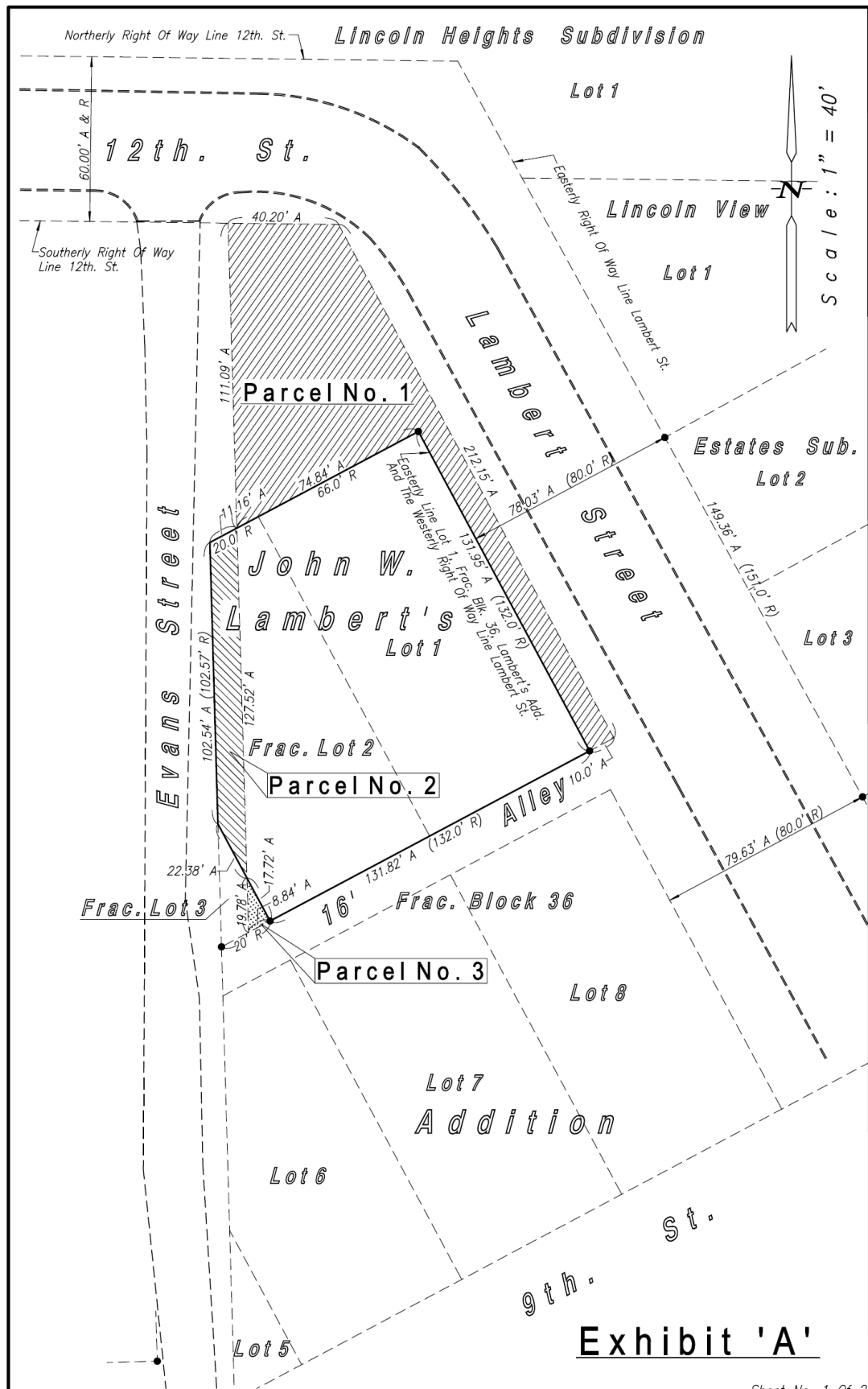
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council approve the proposed property exchange as presented.

Sample Motion

Move to approve as recommended.





City of Grand Island

Tuesday, December 17, 2013

Council Session

Item F-1

#9463 - Consideration to Amend and Restate the City of Grand Island, Nebraska Police Officers' Retirement System Plan and Trust

Staff Contact: Jaye Monter, Finance Director

Council Agenda Memo

From: Jaye Monter, Finance Director

Meeting: December 17, 2013

Subject: Consideration to Amend and Restate the City of Grand Island, Nebraska Police Officer's and Firefighter's Retirement System Plan and Trust

Item #'s: F-1 & F-2

Presenter(s): Jaye Monter, Finance Director, Greg Anderson, Vice President and Trust Officer, Wells Fargo and William Bradshaw, Attorney from Fitzgerald, Schorr, Barmettler and Brennan, P.C., L.L.O.

Background

Wells Fargo is the administrator of the City Of Grand Island's Police Officer's and Firefighter's Retirement System Plan and Trust. As administrators of this plan, Wells Fargo is charged with making sure the plans stay in compliance with all federal and state retirement plan laws. The plans are scheduled to be restated every five years pursuant to IRS Revenue Procedure 2007-44. A restatement must incorporate into the plan documents all changes in the federal tax and state retirement plan laws and regulations since the last restatement.

Discussion

Attached is a synopsis of the changes since the plans were last restated by Council with Ordinances 9195 and 9196 on October 28, 2008. The synopsis and plan document changes were prepared by Thomas McKeon, Attorney at law from Fitzgerald, Schorr, Barmettler & Brennan, P.C., L.L.O in Omaha. Adoption of these changes will insure required compliance of each plan.

A copy of both 120 page plan documents and both 23 page Adoption Agreements along with red-line versions is available at the City Clerk's office for review.

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 and restate the Police Officer's and Firefighter's Retirement System Plan and Trust.

Sample Motion

Move to approve to amend and restate the Police Officer's and Firefighter's Retirement System Plan and Trust.

Municipal Retirement Plans 2013 Restatement

Synopsis of Changes

The IRS has placed all retirement plans on a staggered restatement schedule. Under the schedule, governmental plans were required to be restated to incorporate all amendments and changes in tax and other laws and related guidance, and if desired filed with the IRS for a determination letter, by January 31, 2009; and then every five years thereafter. In accordance with this schedule, the plan documents again have been restated to incorporate all amendments and changes in tax and other laws and related guidance, and if desired filed with the IRS for a determination letter, by January 31, 2014. Following is a synopsis of some of the primary changes to the restated basic plan document and accompanying adoption agreements since they were last restated.

1. Incorporate changes to tax laws, including the Pension Protection Act of 2006, Heroes Earnings Assistance and Relief Tax Act of 2008 (“HEART Act”) and the Worker, Retiree, and Employer Recovery Act of 2008 (“WRERA”) and IRS guidance.
2. Changes include:
 - Permissible retirement dates for distributions pursuant to federal law.
 - Reference revised qualified plan IRS correction procedure.
 - Federal law changes to applicable mortality table and interest rate for benefit calculations and limitations.
 - HEART Act of 2008 provisions regarding treatment of plan participants who die or become disabled while performing qualified military service.
 - Additional revisions regarding:
 - Benefit limitation pursuant to Internal Revenue Code section 415.
 - Expanded rollovers between plans pursuant to IRS guidance.
 - Domestic relations orders not disqualified by certain timing issues.
 - Specify basis for exemption of governmental plans from certain qualified plan requirements.
3. Update various plan provisions consistent with latest IRS guidance regarding desired language as found in IRS listings of required modifications and cumulative list.
4. Incorporate changes made by the Nebraska Legislature in 2012 to statutory provisions governing police retirement systems (LB 1082).
5. Other revisions to eliminate superseded provisions or integrate the foregoing changes into the adoption agreements and basic plan document.

337168-1

ORDINANCE NO. 9463

An ordinance of the Mayor and City Council of the City of Grand Island, Nebraska to amend and restate the City of Grand Island, Nebraska Police Officers' Retirement System Plan and Trust; to authorize further actions; and to provide for repeal of conflicting Ordinances, severability and the effective date hereof.

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

SECTION 1. Pursuant to Nebraska Statutes, Sections 16-1001 through and including 16-1019 ("Police Retirement Plan Statutes"), the City maintains the City of Grand Island, Nebraska Police Officers' Retirement System Plan and Trust embodied in plan documents including an adoption agreement and basic plan document constituting an integral part thereof, as well as various amendments required by applicable law ("Plan").

SECTION 2. The Plan is required by applicable tax law to be amended and restated into a restated plan document incorporating prior amendments and changes to tax laws, regulations and other guidance, including the Pension Protection Act of 2006, Heroes, Earnings Assistance and Relief Tax Act of 2008, and Worker, Retiree, and Employer Recovery Act of 2008, and changes to the Police Retirement Plan Statutes. For this purpose, there has been presented to the City a proposed retirement plan and trust embodied in instruments entitled "Adoption Agreement" together with a "Basic Municipal Employees Plan and Trust Agreement" ("Basic Plan Document") as an integral part thereof (together the Adoption Agreement and Basic Plan Document sometimes are referred to herein together as "Agreements"), which Agreements have been reviewed by legal counsel for the City.

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| Approved as to Form | ▣ _____ |
| December 13, 2013 | ▣ City Attorney |

ORDINANCE NO. 9463 (Cont.)

SECTION 3. The City does hereby approve and adopt said Agreements as the amendment and restatement of the Plan, and makes the designations and elections with respect to the Plan as indicated in the Adoption Agreement, to be effective on the date(s) specified in the Adoption Agreement or Basic Plan Document.

SECTION 4. That the Mayor is authorized to execute said Adoption Agreement and Basic Plan Document on behalf of the City, and the City Administrator is authorized and directed to provide the same to the Trustee (for its written acceptance, if determined necessary or appropriate), and if directed in this Ordinance or otherwise determined necessary or advisable, to cause said Agreements to be submitted, together with such supporting data as may be necessary or advisable and applicable application fee, to the Internal Revenue Service for ruling as to whether the same complies with the pertinent provisions of the Internal Revenue Code of the United States and, in particular, Sections 401(a) and 501(a) thereof, with authority to make any changes in or to the designations, elections or provisions under or of said Adoption Agreement or Basic Plan Document and take such further actions as the City Administrator determines necessary or appropriate to obtain a favorable ruling or as otherwise required for the qualified status of the Plan.

SECTION 5. All ordinances and parts of ordinances as previously enacted that are in conflict with this Ordinance or any part hereof are hereby repealed.

SECTION 6. If any section, subsection, sentence, clause or phrase of this Ordinance is, for any reason, held to be unconstitutional or invalid, such unconstitutionality or invalidity shall not affect the validity of the remaining portions of this Ordinance. The Mayor and City Council hereby declare that it would have passed this Ordinance and each section, subsection, sentence,

ORDINANCE NO. 9463 (Cont.)

clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional or invalid.

SECTION 7. This Ordinance shall be in force and take effect from and after passage, approval and publication as provided by law.

Enacted: December 17, 2013.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, December 17, 2013

Council Session

Item F-2

#9464 - Consideration to Amend and Restate the City of Grand Island, Nebraska Firefighters' Retirement System Plan and Trust

This item relates to the aforementioned Ordinance item F-1.

Staff Contact: Jaye Monter, Finance Director

ORDINANCE NO. 9464

An ordinance of the Mayor and City Council of the City of Grand Island, Nebraska to amend and restate the City of Grand Island, Nebraska Firefighters' Retirement System Plan and Trust; to authorize further actions; and to provide for repeal of conflicting Ordinances, severability and the effective date hereof.

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

SECTION 1. Pursuant to Nebraska Statutes, Sections 16-1020 through and including 16-1042, the City maintains the City of Grand Island, Nebraska Firefighters' Retirement System Plan and Trust embodied in plan documents including an adoption agreement and basic plan document constituting an integral part thereof, as well as various amendments required by applicable law ("Plan").

SECTION 2. The Plan is required by applicable tax law to be amended and restated into a restated plan document incorporating prior amendments and changes to tax laws, regulations and other guidance, including the Pension Protection Act of 2006, Heroes, Earnings Assistance and Relief Tax Act of 2008, and Worker, Retiree, and Employer Recovery Act of 2008. For this purpose, there has been presented to the City a proposed retirement plan and trust embodied in instruments entitled "Adoption Agreement" together with a "Basic Municipal Employees Plan and Trust Agreement" ("Basic Plan Document") as an integral part thereof (together the Adoption Agreement and Basic Plan Document sometimes are referred to herein together as "Agreements"), which Agreements have been reviewed by legal counsel for the City.

SECTION 3. The City does hereby approve and adopt said Agreements as the amendment and restatement of the Plan, and makes the designations and elections with respect

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| Approved as to Form | ▣ _____ |
| December 13, 2013 | ▣ City Attorney |

ORDINANCE NO. 9464 (Cont.)

to the Plan as indicated in the Adoption Agreement, to be effective on the date(s) specified in the Adoption Agreement or Basic Plan Document.

SECTION 4. That the Mayor is authorized to execute said Adoption Agreement and Basic Plan Document on behalf of the City, and the City Administrator is authorized and directed to provide the same to the Trustee (for its written acceptance, if determined necessary or appropriate), and if directed in this Ordinance or otherwise determined necessary or advisable, to cause said Agreements to be submitted, together with such supporting data as may be necessary or advisable and applicable application fee, to the Internal Revenue Service for ruling as to whether the same complies with the pertinent provisions of the Internal Revenue Code of the United States and, in particular, Sections 401(a) and 501(a) thereof, with authority to make any changes in or to the designations, elections or provisions under or of said Adoption Agreement or Basic Plan Document and take such further actions as the City Administrator determines necessary or appropriate to obtain a favorable ruling or as otherwise required for the qualified status of the Plan.

SECTION 5. All ordinances and parts of ordinances as previously enacted that are in conflict with this Ordinance or any part hereof are hereby repealed.

SECTION 6. If any section, subsection, sentence, clause or phrase of this Ordinance is, for any reason, held to be unconstitutional or invalid, such unconstitutionality or invalidity shall not affect the validity of the remaining portions of this Ordinance. The Mayor and City Council hereby declare that it would have passed this Ordinance and each section, subsection, sentence, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional or invalid.

ORDINANCE NO. 9464 (Cont.)

SECTION 7. This Ordinance shall be in force and take effect from and after passage, approval and publication as provided by law.

Enacted: December 17, 2013.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, December 17, 2013

Council Session

Item F-3

#9465 – Consideration of Acquisition of Real Estate Located at 922 N. Lambert Street – Tract 2 from Habitat for Humanity

This item relates to the aforementioned Public Hearing item E-10.

Staff Contact: Chad Nabity

* This Space Reserved for Register of Deeds *

ORDINANCE NO. 9465

An ordinance directing and authorizing the purchase of real estate from Habitat for Humanity; providing for the giving of notice of such conveyance and the terms thereof; providing for publication and the effective date of this ordinance.

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

SECTION 1. The City of Grand Island, Nebraska, will purchase from Grand Island Area Habitat for Humanity, Inc. a tract of land legally described as:

A tract of land comprising a part of Fractional Lot Two (2) in Fractional Block Thirty (36), John W. Lambert's Addition to the City of Grand Island, Hall County, Nebraska, more particularly described as follows:

Beginning at the southwest corner of said Fractional Lot Two (2); thence running northwesterly on the southwesterly line of said Fractional Lot Two (2), a distance of Seventeen and Seventy Two Hundredths (17.72) feet, to the ACTUAL Point of Beginning; thence continuing northwesterly on the southwesterly line of said Fractional Lot Two (2), a distance of Twenty Two and Thirty Eight Hundredths (22.38) feet, to the westerly corner said Fractional Lot Two (2); thence running northerly on the west line of said Fractional Lot Two (2), a distance of One Hundred Two and Fifty Four Hundredths (102.54) feet, to the northwest corner of said Fractional Lot Two (2); thence running northeasterly on the northerly line of

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December 13, 2013 ☐ City Attorney

ORDINANCE NO. 9465 (Cont.)

said Fractional Lot Two (2), a distance of Eleven and Sixteen Hundredths (11.16) feet, to a point Ten (10.00) feet east of the west line of said Fractional Lot Two (2), if extended; thence running southerly parallel with and Ten (10.00) feet east of the west line of said Fractional Lot Two (2), a distance of One Hundred Twenty Seven and Fifty Two hundredths (127.52) feet, to the ACTUAL Point of Beginning and containing 1,150.3 square feet (0.026 acres) more or less.

SECTION 2. In consideration for such conveyance the City shall pay Grand Island Area Habitat for Humanity, Inc., the sum of One and No/100 Dollars (\$1.00). The buyer will be responsible for the costs of recording the deed and one half the cost of a title insurance owner's policy and all the cost of any lender's policy. Conveyance of the real estate above described shall be by warranty deed, upon payment of the consideration pursuant to the terms and conditions of an Agreement for Warranty Deed between the parties.

SECTION 3. As provided by law, notice of such conveyance and the terms thereof shall be published for three consecutive weeks in the *Grand Island Independent*, a newspaper published for general circulation in the City of Grand Island. Immediately after the passage and publication of this ordinance, the City Clerk is hereby directed and instructed to prepare and publish said notice.

SECTION 4. The conveyance of said real estate is hereby authorized, directed and confirmed; Grand Island Area Habitat for Humanity, Inc., shall make, execute and deliver to the City of Grand Island, a warranty deed for said real estate, and the execution of such deed is hereby authorized without further action on behalf of the City Council.

SECTION 5. This ordinance shall be in force and take effect from and after its passage and publication, within fifteen days in one issue of the *Grand Island Independent* as provided by law.

ORDINANCE NO. 9465 (Cont.)

Enacted: December 17, 2013

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, December 17, 2013

Council Session

Item F-4

#9466 – Consideration of Sale of Real Estate Located at 922 N. Lambert Street – Tract 1 and 3 to Habitat for Humanity

This item relates to the aforementioned Public Hearing item E-10.

Staff Contact: Chad Nabity

* This Space Reserved for Register of Deeds *

ORDINANCE NO. 9466

An ordinance directing and authorizing the sale of real estate to Grand Island Area Habitat for Humanity, Inc.; providing for the giving of notice of such conveyance and the terms thereof; providing for the right to file a remonstrance against such conveyance; providing for publication and the effective date of this ordinance.

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

SECTION 1. The City of Grand Island, Nebraska, will convey to Grand Island Area Habitat for Humanity, Inc., two tracts of land legally described as:

Tract 1:

A tract of land comprising a portion of the street right of way lying adjacent to Lot One (1) and Fractional Lot Two (2), in Fractional Block Thirty Six (36), John W. Lambert's Addition to the City of Grand Island, Hall County, Nebraska and more particularly described as follows:

Beginning at the southeast corner of said Lot One (1); thence running northwesterly on the easterly line of said Lot One (1) and the westerly right of way line of Lambert Street, a distance of One Hundred Thirty One and Ninety Five Hundredths (131.95) feet, to the northeast corner of said Lot One (1); thence

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December 13, 2013 ☐ City Attorney

ORDINANCE NO. 9466 (Cont.)

running southwesterly on the northerly line of said Lot One (1) and Fractional Lot Two (2), a distance of Seventy Four and Eighty Four Hundredths (74.84) feet, to a point Eleven and Sixteen Hundredths (11.16) feet northeasterly of the northwest corner of said Fractional Lot Two (2); thence running northerly parallel with and Ten (10.00) feet east of the west line of said Fractional Lot Two (2), if extended, a distance of One Hundred Eleven and Nine Hundredths (111.09) feet, to a point on the southerly right of way line of 12th Street if extended; thence running easterly on the extension of the southerly right of way line of 12th Street, a distance of Forty and Twenty Hundredths (40.20) feet, to a point on a line Ten (10.00) feet easterly from and parallel with the easterly line of said Lot One (1) and the westerly right of way line of Lambert Street, if extended; thence running southeasterly on a line Ten (10.00) feet easterly from and parallel with the easterly line of said Lot One (1) and the westerly right of way line of Lambert Street, if extended, a distance of Two Hundred Twelve and Fifteen Hundredths (212.15) feet, to a point on the southerly line of said Lot One (1), if extended; thence running southwesterly on the extension of the southerly line of said Lot One (1), a distance of Ten (10.00) feet, to the point of beginning and containing 6,952.2 square feet (0.160 acres) more or less.

Tract 3:

A tract of land comprising a part of Fractional Lot Three (3), in Fractional Block Thirty Six (36), John W. Lambert's Addition to the City of Grand Island, Hall County, Nebraska, more particularly described as follows:

Beginning at the southeast corner of said Fractional Lot Three (3); thence running southwesterly on the southerly line of said Fractional Lot Three (3), a distance of Eight and Eighty Four Hundredths (8.84) feet; thence running northerly parallel with and Ten (10.00) feet east of the west line of said Fractional Lot Three (3), a distance of Nineteen and Seventy Eight Hundredths (19.78) feet, to a point on the easterly line of said Fractional Lot Three (3); thence running southeasterly on the easterly line of said Fractional Lot Three (3), a distance of Seventeen and Seventy Two Hundredths (17.72) feet, to the point of beginning and containing 78.3 square feet (0.002) acres more or less.

SECTION 2. In consideration for such conveyance the purchaser shall pay the City the sum of One and No/100 Dollars (\$1.00). The buyer will be responsible for the costs of recording the deed and one half the cost of a title insurance owner's policy and all the cost of any lender's policy. Conveyance of the real estate above described shall be by warranty deed, upon

ORDINANCE NO. 9466 (Cont.)

payment of the consideration pursuant to the terms and conditions of an Agreement for Warranty Deed between the parties.

SECTION 3. As provided by law, notice of such conveyance and the terms thereof shall be published for three consecutive weeks in the *Grand Island Independent*, a newspaper published for general circulation in the City of Grand Island. Immediately after the passage and publication of this ordinance, the City Clerk is hereby directed and instructed to prepare and publish said notice.

SECTION 4. Authority is hereby granted to the electors of the City of Grand Island to file a remonstrance against the conveyance of such within described real estate; and if a remonstrance against such conveyance signed by registered voters of the City of Grand Island equal in number to thirty percent of the registered voters of the City of Grand Island voting at the last regular municipal election held in such City be filed with the City Council within thirty days of passage and publication of such ordinance, said property shall not then, nor within one year thereafter, be conveyed.

SECTION 5. The conveyance of said real estate is hereby authorized, directed and confirmed; and if no remonstrance be filed against such conveyance, the Mayor shall make, execute and deliver to Grand Island Area Habitat for Humanity, Inc., a warranty deed for said real estate, and the execution of such deed is hereby authorized without further action on behalf of the City Council.

SECTION 6. This ordinance shall be in force and take effect from and after its passage and publication, within fifteen days in one issue of the *Grand Island Independent* as provided by law.

ORDINANCE NO. 9466 (Cont.)

Enacted: December 17, 2013.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, December 17, 2013

Council Session

Item F-5

#9467 - Consideration of Amending Salary Ordinance

Staff Contact: Brenda Sutherland

Council Agenda Memo

From: Brenda Sutherland, Human Resources Director

Meeting: December 17, 2013

Subject: Consideration of Amending Salary Ordinance

Item #'s: F-5

Presenter(s): Brenda Sutherland, Human Resources Director

Background

The City's Salary ordinance is the instrument that allows employees' compensation to be paid and allows for transparency to the public as to said compensation.

Discussion

The purpose of proposed Salary Ordinance 9467 is to support the amendment to the IAFF Local 647 Labor agreement. The positions of Life Safety Inspector and Shift Commander will be represented by IAFF Local 647. The positions were originally approved as non-union. The IAFF questioned representation of these two positions at The Commission of Industrial Relations (CIR) and the CIR agreed that the positions were eligible for membership in the IAFF Local 647. This Salary Ordinance formalizes that decision. The Life Safety Inspector scale will change by 2.5% as did the rest of the positions in the unit. The Shift Commander moved with the other non-union positions and will remain the same at this time.

Two other housekeeping measures are also included in this amended salary ordinance. There was a typo on the Public Information Officer scale. The salary tables were correct in the payroll system but incorrect on this table. That has been corrected in this ordinance. The next proposed change is one that should have occurred during the budget process and got lost in the shuffle. The salary ordinance that was presented for the new budget year was to have requested the title for the Manager of Engineering services to be amended to Assistant Public Works Director/Manager of Engineering Services. There is no change in the pay scale associated with title change. The Public Works Director feels it is important for continuity purposes to formally define who the next in command would be in the department in his absence. This position has filled in at this capacity while the Public Works Director position was vacant in the past.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve Salary Ordinance #9467

Sample Motion

Move to approve Salary Ordinance #9467

ORDINANCE NO. 9467

An ordinance to amend Ordinance 9439 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 for MPO Program Manager, GIS Coordinator PW, Civil Engineer I, and Civil Engineer II;~~ to amend the salary ranges of non-union employees Life Safety Inspector; to move the position Shift Commander of Life Safety Inspector from non-union to the IAFF labor agreement; ~~to correct the salary range of Public Information Officer; to amend the salary ranges of the employees covered under the AFSCME labor agreement, IBEW Utilities and IBEW Finance labor agreements, the IBEW WWTP labor agreement, the IBEW Service/Clerical labor agreement, the FOP labor agreement and the IAFF labor agreement to~~ rename the non-union position of Manager of Engineering Services to Assistant Public Works Director/Manager of Engineering Services; and to repeal those portions of Ordinance No. 9439 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 | 22.4279/32.0978 | Exempt |

Approved as to Form ☐ _____
December 11, 2013 ☐ City Attorney

ORDINANCE NO. 9467 (Cont.)

| Classification | Hourly Pay Range Min/Max | Overtime Eligibility |
|---|-------------------------------------|---------------------------------|
| Accounting Technician – Solid Waste | 16.5408/21.4897 | 40 hrs/week |
| Assistant to the City Administrator | 21.8156/30.7100 | Exempt |
| Assistant Public Works Director/Manager of Engineering Services | 32.3969/48.2211 | Exempt |
| Assistant Utilities Director – Distribution | 44.4396/62.7001 | Exempt |
| Assistant Utilities Director – Production | 48.1230/67.9215 | Exempt |
| Assistant Utilities Director – Transmission | 48.1230/67.9215 | Exempt |
| Attorney | 27.9079/43.0605 | Exempt |
| Biosolids Technician | 17.6851/26.0771 | 40 hrs/week |
| Building Department Director | 32.6923/47.7958 | Exempt |
| CADD Operator | 20.0830/28.8903 | 40 hrs/week |
| Cemetery Superintendent | 19.9551/28.4283 | Exempt |
| City Administrator | 58.3875/77.1429 | Exempt |
| City Attorney | 39.5085/56.9666 | Exempt |
| City Clerk | 24.6251/34.9120 | Exempt |
| Civil Engineer I | 27.0775/38.0973 | Exempt |
| Civil Engineer II | 31.4068/44.1455 | Exempt |
| Civil Engineering Manager – Utility PCC | 34.2076/49.7904 | Exempt |
| Collection System Supervisor | 22.4072/31.8516 | 40 hrs/week |
| Community Service Officer | 13.1859/18.0971 | 40 hrs/week |
| Crime Analyst | 17.8982/25.4093 | 40 hrs/week |
| Custodian – Library, Police | 12.0836/17.0518 | 40 hrs/week |
| Customer Service Representative – Part time | 8.6349/12.9524 | 40 hrs/week |
| Electric Distribution Superintendent | 34.0545/46.6736 | Exempt |
| Electric Distribution Supervisor | 28.7582/39.4378 | 40 hrs/week |
| Electric Underground Superintendent | 30.3276/41.5738 | Exempt |
| Electrical Engineer I | 27.0775/38.0973 | Exempt |
| Electrical Engineer II | 31.4068/44.1455 | Exempt |
| Emergency Management Deputy Director | 23.2769/31.9071 | Exempt |
| Emergency Management Director | 33.1281/45.3975 | Exempt |
| Engineering Technician - WWTP | 19.5842/27.6691 | 40 hrs/week |
| Equipment Operator - Solid Waste | 16.4788/23.2069 | 40 hrs/week |
| Finance Director | 38.4279/54.8583 | Exempt |
| Fire Chief | 37.1058/52.7053 | Exempt |
| Fire EMS Division Chief | 30.3461/43.8033 | Exempt |

ORDINANCE NO. 9467 (Cont.)

| Classification | Hourly Pay Range Min/Max | Overtime Eligibility |
|--|-------------------------------------|---------------------------------|
| Fire Operations Division Chief | 30.3461/43.8033 | Exempt |
| Fire Prevention Division Chief | 30.3461/43.8033 | Exempt |
| Fleet Services Shop Foreman | 20.9340/29.5087 | 40 hrs/week |
| GIS Coordinator - PW | 24.5800/37.3300 | 40 hrs/week |
| Golf Course Superintendent | 23.6733/34.1660 | Exempt |
| Grounds Management Crew Chief – Cemetery | 18.1054/26.2287 | 40 hrs/week |
| Grounds Management Crew Chief – Parks | 19.0599/27.0153 | 40 hrs/week |
| Human Resources Director | 33.4291/49.5321 | Exempt |
| Human Resources Benefits/Risk Mgmt Coordinator | 18.5295/27.9538 | 40 hrs/week |
| Human Resources Recruiter | 18.5295/27.9538 | 40 hrs/week |
| Human Resources Specialist | 17.6209/25.9549 | 40 hrs/week |
| Information Technology Manager | 31.5525/45.4516 | Exempt |
| Legal Secretary | 19.6880/26.6079 | 40 hrs/week |
| Librarian I | 17.8423/25.0589 | Exempt |
| Librarian II | 19.7586/28.1028 | Exempt |
| Library Assistant I | 12.0495/17.4141 | 40 hrs/week |
| Library Assistant II | 13.9378/19.2122 | 40 hrs/week |
| Library Assistant Director | 24.1856/35.5553 | Exempt |
| Library Director | 31.9181/45.7548 | Exempt |
| Library Page | 7.7112/10.9625 | 40 hrs/week |
| Library Secretary | 14.8122/21.0506 | 40 hrs/week |
| Maintenance Worker – Golf | 14.8681/21.4781 | 40 hrs/week |
| Manager of Engineering Services | 32.3969/48.2211 | Exempt |
| Meter Reader Supervisor | 18.2914/26.7210 | Exempt |
| MPO Program Manager | 23.6000/35.0800 | Exempt |
| Office Manager – Police Department | 16.5531/22.9288 | 40 hrs/week |
| Parks and Recreation Director | 34.8556/49.9594 | Exempt |
| Parks Superintendent | 24.3558/34.9389 | Exempt |
| Payroll Specialist | 17.3727/24.4418 | 40 hrs/week |
| Planning Director | 34.5609/49.0850 | Exempt |
| Police Captain | 29.5308/41.7349 | Exempt |
| Police Chief | 37.1058/52.7053 | Exempt |
| Power Plant Maintenance Supervisor | 30.0590/42.4865 | Exempt |
| Power Plant Operations Supervisor | 31.8206/45.8129 | Exempt |
| Power Plant Superintendent – Burdick | 34.8506/49.1581 | Exempt |

ORDINANCE NO. 9467 (Cont.)

| Classification | Hourly Pay Range Min/Max | Overtime Eligibility |
|--|-------------------------------------|---------------------------------|
| Power Plant Superintendent – PGS | 40.1775/56.6455 | Exempt |
| Project Manager – Public Works | 29.5060/41.5140 | Exempt |
| Public Information Officer | 24.22 22.1425/31.8960 | Exempt |
| Public Works Director | 38.8546/54.9384 | Exempt |
| Public Works Engineer | 30.8040/44.5421 | Exempt |
| Receptionist | 13.5449/19.9690 | 40 hrs/week |
| Recreation Coordinator | 17.6958/25.3319 | Exempt |
| Recreation Superintendent | 24.2201/35.4520 | Exempt |
| Regulatory and Environmental Manager | 29.5716/42.4040 | Exempt |
| Senior Accountant | 27.3163/38.0269 | Exempt |
| Senior Electrical Engineer | 34.3679/48.3083 | Exempt |
| Senior Public Safety Dispatcher | 17.6539/23.6674 | 40 hrs/week |
| Senior Utility Secretary | 15.2760/21.8131 | 40 hrs/week |
| Shift Commander | 21.02 10/27.5106 | 212 hrs/28 days |
| Shooting Range Superintendent | 22.5910/33.1924 | Exempt |
| Solid Waste Division Clerk - Full Time | 15.7208/20.8577 | 40 hrs/week |
| Solid Waste Division Clerk - Part Time | 13.9975/18.9398 | 40 hrs/week |
| Solid Waste Foreman | 17.6737/24.9849 | 40 hrs/week |
| Solid Waste Superintendent | 25.3985/36.7473 | Exempt |
| Street Superintendent | 25.6090/37.2800 | Exempt |
| Street Foreman | 20.1385/28.8891 | 40 hrs/week |
| Turf Management Specialist | 21.2760/30.1185 | 40 hrs/week |
| Utilities Director | 58.5218/81.9261 | Exempt |
| Utility Production Engineer | 35.1468/50.4235 | Exempt |
| Utility Services Manager | 27.7625/38.6391 | Exempt |
| Utility Warehouse Supervisor | 23.8914/33.2154 | 40 hrs/week |
| Victim Assistance Unit Coordinator | 13.6763/19.2557 | 40 hrs/week |
| Wastewater Plant Chief Operator | 20.6506/29.1069 | 40 hrs/week |
| Wastewater Plant Engineer | 31.9969/46.6138 | Exempt |
| Wastewater Plant Operations Engineer | 30.8040/44.0003 | Exempt |
| Wastewater Plant Maintenance Supervisor | 23.7771/32.0177 | 40 hrs/week |
| Wastewater Plant Project Manager | 29.5060/41.5140 | Exempt |
| Wastewater Plant Regulatory Compliance Manager | 25.2356/36.0685 | Exempt |
| Water Superintendent | 26.3948/37.9014 | Exempt |
| Water Supervisor | 22.7865/32.8339 | 40 hrs/week |

ORDINANCE NO. 9467 (Cont.)

| Classification | Hourly Pay Range Min/Max | Overtime Eligibility |
|-----------------------|-------------------------------------|---------------------------------|
| Worker / Seasonal | 7.2500/20.0000 | Exempt |
| Worker / Temporary | 7.2500/20.0000 | 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 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 | 14.7954/21.9173 | 40 hrs/week |
| Fleet Services Mechanic | 16.8776/25.0054 | 40 hrs/week |
| Horticulturist | 15.6222/23.1866 | 40 hrs/week |
| Maintenance Worker – Cemetery | 14.6833/21.7697 | 40 hrs/week |
| Maintenance Worker – Parks | 14.5853/21.6370 | 40 hrs/week |
| Maintenance Worker – Streets | 14.2770/21.1646 | 40 hrs/week |
| Senior Equipment Operator – Streets | 16.2104/24.0429 | 40 hrs/week |
| Senior Maintenance Worker – Streets | 16.2104/24.0429 | 40 hrs/week |
| Traffic Signal Technician | 16.2104/24.0429 | 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

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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 | 15.3789/20.3509 | 40 hrs/week |
| Cashier | 14.1152/19.2344 | 40 hrs/week |
| Custodian | 16.4824/19.4635 | 40 hrs/week |
| Electric Distribution Crew Chief | 30.1073/38.2908 | 40 hrs/week |
| Electric Underground Crew Chief | 30.1073/38.2908 | 40 hrs/week |
| Engineering Technician I | 18.9731/27.1469 | 40 hrs/week |
| Engineering Technician II | 23.4544/32.1592 | 40 hrs/week |
| GIS Coordinator | 24.1309/33.8607 | 40 hrs/week |
| Instrument Technician | 28.3005/37.3872 | 40 hrs/week |
| Lineworker Apprentice | 18.3525/26.9104 | 40 hrs/week |
| Lineworker First Class | 27.8182/32.9010 | 40 hrs/week |
| Materials Handler | 22.9057/30.7045 | 40 hrs/week |
| Meter Reader | 16.5035/21.5210 | 40 hrs/week |
| Meter Technician | 22.1890/27.4234 | 40 hrs/week |
| Power Dispatcher I | 27.7874/38.6353 | 40 hrs/week |
| Power Dispatcher II | 29.1854/40.5728 | 40 hrs/week |
| Power Plant Maintenance Mechanic | 26.3037/32.7530 | 40 hrs/week |
| Power Plant Operator | 31.0740/36.1958 | 40 hrs/week |
| Senior Accounting Clerk | 17.2862/22.6435 | 40 hrs/week |
| Senior Engineering Technician | 29.6764/36.3172 | 40 hrs/week |
| Senior Materials Handler | 26.3736/34.4008 | 40 hrs/week |
| Senior Meter Reader | 19.5460/23.1988 | 40 hrs/week |
| Senior Power Dispatcher | 33.7612/46.3298 | 40 hrs/week |
| Senior Power Plant Operator | 30.6374/39.2761 | 40 hrs/week |
| Senior Substation Technician | 36.0732/37.3872 | 40 hrs/week |
| Senior Water Maintenance Worker | 21.4326/28.2219 | 40 hrs/week |
| Substation Technician | 33.3943/34.7199 | 40 hrs/week |
| Systems Technician | 29.4298/37.3872 | 40 hrs/week |
| Tree Trim Crew Chief | 26.3633/32.7394 | 40 hrs/week |
| Utility Electrician | 26.4192/34.7199 | 40 hrs/week |

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| Classification | Hourly Pay Range Min/Max | Overtime Eligibility |
|--------------------------|-------------------------------------|---------------------------------|
| Utility Technician | 25.8034/36.2961 | 40 hrs/week |
| Utility Warehouse Clerk | 19.0662/23.5232 | 40 hrs/week |
| Water Maintenance Worker | 17.8567/24.6940 | 40 hrs/week |
| Wireworker I | 20.0604/28.3654 | 40 hrs/week |
| Wireworker II | 27.8182/32.9010 | 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 | 19.3834/ 27.3498 | |
| Police Sergeant | 24.2602/ 33.5527 | |

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

ORDINANCE NO. 9467 (Cont.)

Training and Special Events bank of thirty (30) hours per individual per contract year. Each employee may be scheduled for training or special event duty with a minimum of seven (7) days notice prior to the commencement of the pay period and the training and special events bank hours may be added to the eighty (80) hour, two (2) week pay period up to eighty-six (86) hours and these hours shall not be eligible for overtime. Training and special events hours worked in excess of eighty-six (86) hours in a two week pay period will be eligible for overtime, but will 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 | 17.7341/24.5896 | 212 hrs/28 days |
| Firefighter / EMT | 13.1756/19.1207 | 212 hrs/28 days |
| Firefighter / Paramedic | 14.7104/20.7759 | 212 hrs/28 days |
| Life Safety Inspector | 20.0097/28.3914 19.5217/27.6989 | 40 hrs/week |
| <u>Shift Commander</u> | <u>21.0210/27.5106</u> | <u>212 hrs/28 days</u> |

ORDINANCE NO. 9467 (Cont.)

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

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 | 15.2009/21.3891 | 40 hrs/week |
| Equipment Operator – WWTP | 17.2575/24.2831 | 40 hrs/week |
| Maintenance Mechanic I | 17.2575/24.2831 | 40 hrs/week |
| Maintenance Mechanic II | 19.3228/27.1892 | 40 hrs/week |
| Maintenance Worker – WWTP | 17.2575/24.2831 | 40 hrs/week |
| Senior Equipment Operator – WWTP | 18.6540/26.2479 | 40 hrs/week |
| Wastewater Clerk | 12.9851/18.2711 | 40 hrs/week |
| Wastewater Plant Laboratory Technician | 18.3195/25.7773 | 40 hrs/week |
| Wastewater Plant Operator I | 15.4347/21.7185 | 40 hrs/week |
| Wastewater Plant Operator II | 17.2575/24.2831 | 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:

ORDINANCE NO. 9467 (Cont.)

| Classification | Hourly Pay Range Min/Max | Overtime Eligibility |
|--|-------------------------------------|---------------------------------|
| Accounting Technician – Streets | 16.2819/21.7346 | 40 hrs/week |
| Accounts Payable Clerk | 15.4437/22.3440 | 40 hrs/week |
| Administrative Assistant | 16.0642/23.0406 | 40 hrs/week |
| Audio Video Technician | 16.2165/22.8773 | 40 hrs/week |
| Building Inspector | 20.0585/28.4606 | 40 hrs/week |
| Building Secretary | 15.1173/21.4842 | 40 hrs/week |
| Community Development Administrator | 17.5009/25.1630 | 40 hrs/week |
| Community Development Specialist | 16.0642/23.0406 | 40 hrs/week |
| Computer Operator | 19.5143/25.6528 | 40 hrs/week |
| Computer Programmer | 22.2569/32.6182 | 40 hrs/week |
| Computer Technician | 20.0997/26.4228 | 40 hrs/week |
| Electrical Inspector | 20.0585/28.4606 | 40 hrs/week |
| Emergency Management Coordinator | 15.1173/21.4842 | 40 hrs/week |
| Engineering Technician – Public Works | 20.6353/29.1027 | 40 hrs/week |
| Evidence Technician | 15.0085/21.9630 | 40 hrs/week |
| Finance Secretary | 15.1173/21.4842 | 40 hrs/week |
| GIS Coordinator | 22.8800/32.1053 | 40 hrs/week |
| Maintenance Worker I – Building, Library | 15.7703/21.3427 | 40 hrs/week |
| Maintenance Worker II – Building, Police | 16.6192/22.5290 | 40 hrs/week |
| Parks and Recreation Secretary | 15.1173/21.4842 | 40 hrs/week |
| Planning Secretary | 15.1173/21.4842 | 40 hrs/week |
| Planning Technician | 20.6972/29.1201 | 40 hrs/week |
| Plans Examiner | 20.0585/28.4606 | 40 hrs/week |
| Plumbing Inspector | 20.0585/28.4606 | 40 hrs/week |
| Police Records Clerk – Full Time | 13.4956/18.7852 | 40 hrs/week |
| Public Safety Dispatcher | 15.2370/22.2569 | 40 hrs/week |
| Shooting Range Operator | 20.9399/28.3844 | 40 hrs/week |
| Stormwater Technician | 20.6353/29.1027 | 40 hrs/week |
| Utility Secretary | 15.1173/21.4842 | 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

ORDINANCE NO. 9467 (Cont.)

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~~, except Life Safety Inspector, 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.

ORDINANCE NO. 9467 (Cont.)

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 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

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of providing and cleaning said clothing and the employees 40% of said cost. Full-time Fleet Services personnel shall receive a uniform allowance of \$12 biweekly. Public Works Department personnel in the job classifications of Fleet Services Shop Foreman and Fleet Services Mechanic shall receive a tool allowance of \$10 biweekly.

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

(A) All employees covered in the IBEW Utilities and IBEW Finance labor agreements shall be paid for forty-seven percent (47%) of their accumulated medical leave at the time of their retirement, early retirement, or death, not to exceed four hundred eighty-eight and one third hours (calculated at $47\% \times 1039 \text{ hours} = 488.33 \text{ hours}$), the rate of compensation to be based on the employee's salary at the time of retirement or death. Employees covered in the IAFF labor agreement 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 $38\% \times 1,576 \text{ hours} = 598.88 \text{ hours}$). The Life Safety Inspector shall have a contribution to a VEBA made on their behalf in lieu of payment for fifty percent (50%) of their accumulated medical leave at the time of their retirement, not to exceed five hundred forty-two hours (calculated at $50\% \times 1084 = 542$). 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,

ORDINANCE NO. 9467 (Cont.)

based on the employee's salary at the time of retirement not to exceed three hundred ninety-nine hours (calculated at $37.5\% \times 1064 \text{ hours} = 399 \text{ hours}$). Employees covered by the IBEW Service/Clerical labor agreement shall have a contribution to a VEBA made on their behalf in lieu of payment for forty percent (40%) of their accumulated medical leave at the time of retirement or death, based on the employee's salary at the time of retirement not to exceed 433.60 hours (calculated at $40\% \times 1084 \text{ hours} = 433.60 \text{ hours}$.) Non-union employees shall have a contribution to a VEBA made on their behalf in lieu of payment for fifty percent (50%) of their accumulated medical leave at the time of their retirement, not to exceed five hundred forty-two hours (calculated at $50\% \times 1084 = 542$). The amount of contribution will be based upon the employee's salary at the time of retirement. All employees covered by the AFSCME labor agreement shall be paid forty-five (45%) of their accumulated medical leave bank at the time of their retirement, based on the employee's salary at the time of retirement not to exceed four hundred seventy-eight and eighty hundredths hours (calculated at $45\% \times 1064 \text{ hours} = 478.80 \text{ hours}$). All employees covered under the FOP labor agreement shall be paid thirty-seven and one-half percent (37.5%) of their accumulated medical leave bank at the time of their retirement, not to exceed four hundred eighty hours (calculated at $37.5\% \times 1,280 \text{ hours} = 480 \text{ hrs.}$), based on the employee's salary at the time of retirement. If death occurs while in the line of duty, employees covered under the FOP labor agreement shall be paid fifty percent (50%) of their accumulated medical leave bank at the time of their death,

ORDINANCE NO. 9467 (Cont.)

not to exceed six hundred forty hours(50% x 1,280hours = 640 hrs.), based on the employee's salary at the time of their death.

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

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

SECTION 10. Non-union employees shall have a contribution made on their behalf to their VEBA account in the amount of \$30.00 per pay period. Employees represented by 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,~~effective~~ retroactive to October 7, 2013.

ORDINANCE NO. 9467 (Cont.)

SECTION 13. Those portions of Ordinance No. 9439 and all other parts of ordinances in conflict herewith be, and the same are, hereby repealed.

Enacted: December 17, 2013

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, December 17, 2013

Council Session

Item G-1

Approving Minutes of November 26, 2013 City Council Regular Meeting

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING November 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 November 26, 2013. Notice of the meeting was given in *The Grand Island Independent* on November 20, 2013.

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

INVOCATION was given by Pastor Caroline Price-Gibson, First Presbyterian Church, 2103 West Anna Street followed by the PLEDGE OF ALLEGIANCE.

Mayor Vavricek introduced Community Youth Council member Kerrigan Anspauch.

PRESENTATIONS AND PROCLAMATIONS:

Presentation of Fire Department Citizen's Citation to Hanna Moeller, Megan Shafer, Angie Pollard, and Tiffany Landon. Fire Chief Cory Schmidt, EMS Division Chief Russ Blackburn and Paramedic Ryan Seaman presented Hanna Moeller, Megan Shafer, Angie Pollard, and Tiffany Landon with the Grand Island Fire Department's Citizen's Citation Award for their September 11, 2013 lifesaving efforts at Xenon International Academy.

PUBLIC HEARINGS:

Public Hearing on Request to Rezone Property Located at 309 Shady Bend Circle from R1 Suburban Density Residential to RD Residential Development. Regional Planning Director Chad Nabity reported that this request was to rezone 2.55 acres located at 309 Shady Bend Circle from R1 Suburban Density Residential to RD Residential Development for the purpose of building ten duplexes (20 units). Staff recommended approval. Rick Ruzicka with the Hall County Housing Authority spoke in support. No public testimony was heard.

Public Hearing on Request for Budget Amendment to Community Development Block Grant #10-ED-10. Finance Director Jaye Monter reported that the City was awarded a grant for \$935,000 to provide sanitary and water extensions to Platte Valley Industrial Park-East. A budget amendment was received in July of 2012 to pave Blaine Street, which had been completed, with a balance of \$121,353 remaining. This budget amendment would move the remaining grant activity balance from the street improvement activities to water distribution and sanitary sewer activities. Staff recommended approval. No further public testimony was heard.

ORDINANCES:

#9459 – Consideration of Assessments for Sidewalk Repairs at 1141 Pleasant View Drive

Public Works Director John Collins reported this item was referred from the November 12, 2013 meeting, which would assess to the property owner at 1141 Pleasant View Drive \$550.00 for sidewalk repair.

Motion by Gilbert, second by Niemann to approve Ordinance #9459 on first reading. Upon roll call vote, all voted aye. Motion adopted.

#9460 – Consideration of Vacation of a Utility Easement Located in Woodland Park 12th Subdivision (Hastings Ventures, LLC)

Public Works Director John Collins reported this item was referred from the November 12, 2013 meeting. This ordinance would vacate two (2), twenty (20) feet wide drainage/utility easements running east and west through four lots located in Woodland Park 12th Subdivision

Motion by Niemann, second by Minton to approve Ordinance #9460 on first reading. Upon roll call vote, all voted aye. Motion adopted.

#9461 – Consideration of Amending Chapter 31 of the Grand Island City Code Relative to Signs

Building Department Director Craig Lewis reported that the proposed ordinance would amend City Code Section 31-25 to allow vacated street frontage to be included in the number of ground signs allowed. This would provide for an additional two signs requested by Grand Island Body Shop owner Fred Schritt. Additional revisions to City Code Chapter 31 reflected and clarified the intent and enforcement of the sign code.

Brad Mellema, director with the Grand Island Convention & Visitors Bureau and Caroline Mitchell spoke in support. Discussion was held concerning the brightness of signs with lights.

Motion by Niemann, second by Nickerson to approve Ordinance #9461 on first reading. Upon roll call vote, all voted aye. Motion adopted.

#9462 – Consideration of Request to Rezone Property Located at 309 Shady Bend Circle from R1 Suburban Density Residential to RD Residential Development

This item related to the aforementioned Public Hearing. Comments were made regarding drainage.

Motion by Gilbert, second by Hehnke to approve Ordinance #9462 on first reading. Upon roll call vote, all voted aye. Motion adopted.

CONSENT AGENDA: Consent agenda items G-10, G-11 and G-13 were pulled for further discussion. Motion by Gilbert, second by Hehnke to approve the Consent Agenda excluding items G-10, G-11, and G-13. Upon roll call vote, all voted aye. Motion adopted.

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

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

#2013-377 – Approving Request for Budget Amendment to Community Development Block Grant #10-ED-10.

#2013-378 – Approving Supplemental Agreement No. 3 with NDOR and Olsson Associates for Engineering Consulting Services Related to Capital Avenue Widening – Webb Road to Broadwell Avenue in an Amount of \$113,217.28.

#2013-379 – Approving Supplemental Agreement No. 4 with NDOR and Olsson Associates for Engineering Consulting Services Related to Capital Avenue Widening – Webb Road to Broadwell Avenue in an Amount of \$160,012.00.

#2013-380 – Approving Bid Award for Fuel Dispenser Removal & Installation for the Fleet Services Division with Yant Equipment, Inc. of Grand Island, NE in an Amount of \$21,552.44.

#2013-381 – Approving Final Payment for the Crossing Surface Installation Agreement with Burlington Northern Santa Fe (BNSF) Railway Company for Improvements at the Broadwell Avenue/BNSF Railroad Crossing in an Amount of \$44,040.43.

#2013-382 – Approving Final Payment for Blaine Street Paving Project No. 2012-P-2; Wildwood Drive to Schimmer Drive with Gehring Construction & Ready Mix Co. of Columbus, NE in an Amount of \$43,438.48.

#2013-383 – Approving Government Services Administration (GSA) Contract Purchase for One (1) Global Positioning System (GPS) for the Wastewater Division of the Public Works Department from Seiler Instruments of Omaha, NE in an Amount of \$31,779.67.

#2013-384 – Approving State Bid Award for (1) 2014 Ford Taurus for the Fire Department from Anderson Ford of Lincoln, NE in an Amount of \$25,719.00. Fire Chief Cory Schmidt reported this all-wheel drive vehicle would replace an older staff car. Discussion was held regarding maintenance and mileage of the current vehicle.

Motion by Nickerson, second by Minton to approve Resolution #2013-384. Upon roll call vote, all voted aye. Motion adopted.

#2013-385 – Approving State Bid Award for (2) 2014 Ford F150 1/2 Ton Pickups for the Parks and Recreation Department from Anderson Ford Lincoln Mercury of Lincoln, NE in an Amount of \$36,117.00. Parks and Recreation Director Todd McCoy reported these vehicles would replace two pickups in the Parks Department. Discussion was held regarding the maintenance of the current vehicles.

Motion by Haase, second by Niemann to approve Resolution #2013-385. Upon roll call vote, all voted aye. Motion adopted.

#2013-386 – Approving Change Order #1 Precipitator, Bottom Ash, Boiler Industrial Cleaning 2013/2014 Outage with Meylan Enterprises, Inc. of Omaha, NE for an Increase of \$8,508.64 and a Revised Contract Amount of \$86,238.79.

#2013-387 – Approving Southwest Power Pool Market Participation Agreement. Utilities Director Tim Luchsinger reported that the Grand Island Electric Department recently began participation in the Southwest Power Pool (SPP) Energy Imbalance Service (EIS) market. This regional market was the current method that Nebraska utilities used to buy and sell power, and allowed Grand Island to sell excess generation and purchase lower cost power when available. This market would be changing to the Integrated Market (IM) starting March 1, 2014.

Discussion was held regarding the competitiveness in the market. Wind energy was mentioned.

Motion by Haase, second by Niemann to approve Resolution #2013-387. Upon roll call vote, all voted aye. Motion adopted.

#2013-388 – Approving Bid Award for Water System – Well Field Control Modifications with Huffman Engineering, Inc. of Lincoln, NE in an Amount of \$43,121.00.

RESOLUTIONS:

#2013-373 – Consideration of Approving Declaration of a Site Known as Redevelopment Area 14 Located on the East Side of North Webb Road between 13th Street and Faidley Avenue. Regional Planning Director Chad Nabity reported this item had been referred from the November 12, 2013 Council meeting. Keith Marvin from David City and Ron Depue, 308 N. Locust Street spoke in support.

Discussion was held regarding the buffer zone, TIF financing in this area and drive ways.

Motion by Haase, second by Nickerson to approve Resolution #2013-373. Upon roll call vote, all voted aye. Motion adopted.

#2013-376 – Consideration of Approving Settlement Offer in Kortum vs City of Grand Island. City Attorney Robert Sivick reported this item had been pulled from the November 12, 2013 Council meeting. Settlement discussions had taken place and a proposed settlement amount of \$141,500.00 was brought forward for Council consideration. Discussion was held regarding confusion in following state statutes in this matter.

Motion by Gilbert, second by Minton to approve Resolution #2013-376. Upon roll call vote, Councilmembers Minton, Paulick, Gilbert, Nickerson, Hehnke, Donaldson, and Niemann voted aye. Councilmember Haase voted no. Motion adopted.

PAYMENT OF CLAIMS:

Motion by Gilbert, second by Paulick to approve the Claims for the period of November 13, 2013 through November 26, 2013, for a total amount of \$6,120,486.66. Unanimously approved.

ADJOURNMENT: The meeting was adjourned at 8:29 p.m.

RaNae Edwards
City Clerk



City of Grand Island

Tuesday, December 17, 2013

Council Session

Item G-2

Approving Minutes of December 3, 2013 City Council Regular Meeting

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING

December 3, 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 December 3, 2013. Notice of the meeting was given in *The Grand Island Independent* on November 27, 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, and Mike Paulick. Councilmember Vaughn Minton was absent. The following City Officials were present: City Administrator Mary Lou Brown, City Clerk RaNae Edwards, Treasurer and Finance Director Jaye Monter, City Attorney Robert Sivick, and Engineer and Public Works Director John Collins.

INVOCATION was given by Pastor Matthew Fowler, Faith United Methodist Church, 724 West 12th Street followed by the PLEDGE OF ALLEGIANCE.

PRESENTATIONS AND PROCLAMATIONS:

Recognition of Todd Morgan, Fire Captain with the Fire Department for 25 Years of Service with the City of Grand Island. The Mayor and City Council recognized Fire Captain Todd Morgan for 25 years of service with the City of Grand Island. Fire Chief Cory Schmidt introduced Fire Captain Todd Morgan. Mr. Morgan and his wife were present for the recognition.

SPECIAL ITEMS:

ELECTION OF CITY COUNCIL PRESIDENT: Mayor Vavricek reported that the City Council was required to elect one Councilmember to the office of Council President for a term of one year and that the Council President automatically assumed the duties of the Mayor in the event that the Mayor was absent or otherwise unable to fulfill his duties. Councilmember Gilbert nominated Chuck Haase and Councilmember Nickerson nominated Vaughn Minton.

City Clerk RaNae Edwards called for the first ballot. It was reported that Councilmember Haase had received 6 votes, Councilmember Minton had received 1 vote, and Councilmember Paulick had received 1 vote which was rejected because he had not been nominated.

Mayor Vavricek declared Councilmember Chuck Haase the new Council President for 2014.

Motion by Gilbert, second by Niemann to make the vote a unanimous one for Councilmember Haase as City Council President for 2014. Upon roll call vote, all voted aye. Motion adopted.

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:

- #9459 – Consideration of Assessments for Sidewalk Repairs at 1141 Pleasant View Drive
- #9460 – Consideration of Vacation of a Utility Easement Located in Woodland Park 12th Subdivision (Hastings Ventures, LLC)
- #9461 – Consideration of Amending Chapter 31 of the Grand Island City Code Relative to Signs
- #9462 – Consideration of Request to Rezone Property Located at 309 Shady Bend Circle from R1 Suburban Density Residential to RD Residential Development

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

- #9459 – Consideration of Assessments for Sidewalk Repairs at 1141 Pleasant View Drive

Public Works Director John Collins reported this item was the second and final reading that would assess to the property owner at 1141 Pleasant View Drive \$550.00 for sidewalk repair.

Motion by Donaldson, second by Niemann to approve Ordinance #9459.

City Clerk: Ordinance #9459 on second and final reading. All those in favor of the passage of this ordinance on second and final reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

Mayor Vavricek: By reason of the roll call votes on second reading and then upon final passage, Ordinance #9459 is declared to be lawfully adopted upon publication as required by law.

- #9460 – Consideration of Vacation of a Utility Easement Located in Woodland Park 12th Subdivision (Hastings Ventures, LLC)

Public Works Director John Collins reported this item was the second and final reading that would vacate two (2), twenty (20) feet wide drainage/utility easements running east and west through four lots located in Woodland Park 12th Subdivision.

Motion by Haase, second by Niemann to approve Ordinance #9460.

City Clerk: Ordinance #9460 on second and final reading. All those in favor of the passage of this ordinance on second and final reading, answer roll call vote. Upon roll call vote, Councilmembers Paulick, Gericke, Gilbert, Nickerson, Hehnke, Haase, and Donaldson voted aye. Councilmember Niemann voted no. Motion adopted.

Mayor Vavricek: By reason of the roll call votes on second reading and then upon final passage, Ordinance #9460 is declared to be lawfully adopted upon publication as required by law.

#9461 – Consideration of Amending Chapter 31 of the Grand Island City Code Relative to Signs

Building Department Director Craig Lewis reported this item was the second and final reading that would amend City Code Section 31-25 to allow vacated street frontage to be included in the number of ground signs allowed. This would provide for an additional two signs requested by Grand Island Body Shop owner Fred Schritt. Additional revisions to City Code Chapter 31 reflected and clarified the intent and enforcement of the sign code.

Motion by Nickerson, second by Gericke to approve Ordinance #9461.

City Clerk: Ordinance #9461 on second and final reading. All those in favor of the passage of this ordinance on second and final reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

Mayor Vavricek: By reason of the roll call votes on second reading and then upon final passage, Ordinance #9461 is declared to be lawfully adopted upon publication as required by law.

#9462 – Consideration of Request to Rezone Property Located at 309 Shady Bend Circle from R1 Suburban Density Residential to RD Residential Development

Regional Planning Director Chad Nabity reported this item was the second and final reading that would rezone property located at 309 Shady Bend Circle from R1 Suburban Density Residential to RD Residential Development.

Motion by Gericke, second by Hehnke to approve Ordinance #9462.

City Clerk: Ordinance #9462 on second and final reading. All those in favor of the passage of this ordinance on second and final reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

Mayor Vavricek: By reason of the roll call votes on second reading and then upon final passage, Ordinance #9462 is declared to be lawfully adopted upon publication as required by law.

ADJOURNMENT: The meeting was adjourned at 7:19 p.m.

RaNae Edwards
City Clerk



City of Grand Island

Tuesday, December 17, 2013

Council Session

Item G-3

Approving Appointment of Wanda Stelk to the Animal Advisory Board

Mayor Vavricek has submitted the appointment of Wanda Stelk to the Animal Advisory Board to replace Lisa Norton who indicated a desire to not extend her appointment. The appointment would become effective immediately upon approval by the City Council and would expire on August 31, 2016.

Staff Contact: Mayor Jay Vavricek



City of Grand Island

Tuesday, December 17, 2013

Council Session

Item G-4

Approving Appointment of Jeff Vinson to the Citizens Advisory Review Committee

Mayor Vavricek has submitted the appointment of Jeff Vinson to the Citizens Advisory Review Committee to replace Craig Vincent who is moving to the Regional Planning Commission. The appointment would become effective immediately upon approval by the City Council and would expire on September 30, 2015.

Staff Contact: Mayor Jay Vavricek



City of Grand Island

Tuesday, December 17, 2013

Council Session

Item G-5

Approving Re-Appointment of Steve Kunzman to the Central District Health Board

Mayor Vavricek has submitted the re-appointment of Steve Kunzman to the Central District Health Board. The appointment would become effective January 1, 2014 upon approval by the City Council and would expire on December 31, 2016.

Staff Contact: Mayor Jay Vavricek



City of Grand Island

Tuesday, December 17, 2013

Council Session

Item G-6

Approving Re-Appointment of Bob Loewenstein and Appointments of Dennis Garcia, Anita Lewandowski-Brown, and Jacinto Corona to the Community Development Advisory Board

Mayor Vavricek has submitted the re-appointment of Bob Loewenstein and the appointments of Dennis Garcia, Anita Lewandowski-Brown, and Jacinto Corona to the Community Development Advisory Board to replace Lisa Crumrine, Steven Beck, and Minday Gilbertson who had all indicated a desire to not extend their appointments. The appointments would become effective immediately upon approval by the City Council. Anita Lewandowski-Brown and Jacinto Corona's term would expire on July 31, 2014. Dennis Garcia's term would expire on July 31, 2015, and Bob Loewenstein's term would expire on July 31, 2016.

Staff Contact: Mayor Jay Vavricek



City of Grand Island

Tuesday, December 17, 2013

Council Session

Item G-7

Approving Appointment of Francisco Garcia to the Downtown Business Improvement District 2013 Board

Mayor Vavricek has submitted the appointment of Francisco Garcia, owner and manager of Azteca Market, to the Downtown Business Improvement District 2013 board to replace David Wetherlit who indicated a desire to not extend his appointment. The appointment would become effective immediately upon approval by the City Council and would expire on September 30, 2018.

Staff Contact: Mayor Jay Vavricek



City of Grand Island

Tuesday, December 17, 2013

Council Session

Item G-8

Approving Re-Appointment of Densel Rasmussen and Appointment of Jason Hornady to the Grand Island Facilities Corporation Board

Mayor Vavricek has submitted the re-appointment of Densel Rasmussen and the appointment of Jason Hornady to replace Jack Henry, who no longer lives within the City limits of Grand Island, on the Grand Island Facilities Corporation Board. The appointments would become effective immediately upon approval by the City Council and would expire on November 30, 2016.

Staff Contact: Mayor Jay Vavricek



City of Grand Island

Tuesday, December 17, 2013

Council Session

Item G-9

Approving Appointment of John Hoggatt to the Police Pension Committee and Firefighters Pension Committee

Mayor Vavricek has submitted the appointment of John Hoggatt to the Police Pension Committee and Firefighters Pension Committee to replace Chuck Haase who resigned from the Committee. The appointment would become effective immediately upon approval by the City Council and would expire on December 31, 2016.

Staff Contact: Mayor Jay Vavricek



City of Grand Island

Tuesday, December 17, 2013

Council Session

Item G-10

Approving Appointment of Craig Vincent to the Regional Planning Commission

Mayor Vavricek has submitted the appointment of Craig Vincent to the Regional Planning Commission to replace Scott Ericksen who indicated a desire to not extend his appointment. The appointment would become effective immediately upon approval by the City Council and would expire on October 31, 2016.

Staff Contact: Mayor Jay Vavricek



City of Grand Island

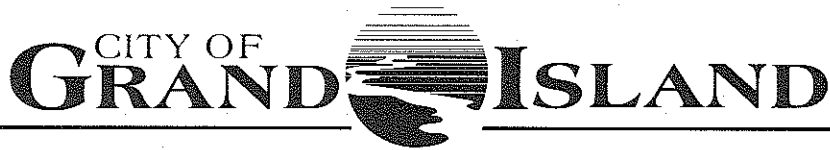
Tuesday, December 17, 2013

Council Session

Item G-11

Approving Re-Appointments to the Electrical Board

Staff Contact: Mayor Jay Vavricek



Working Together for a
Better Tomorrow. Today.

DATE: December 2, 2013
TO: Jay Vavricek and City Council
FROM: Craig A. Lewis, Building Department Director *CA*
RE: Appointments to the Electrical Board

The following individuals have been contacted and have indicated their willingness to serve on the Electrical Board of the City of Grand Island for the year 2014.

| <u>Representing</u> | <u>Name/Address</u> | <u>Employed</u> |
|-------------------------------------|---|---|
| Master Electrician | Denise Kozel PO Box 2271 Grand Island, NE 68802 | Tri-City Electric |
| Journeyman Electrician | Kent Sundberg 605 G St Aurora NE 68818 | Middleton Electric |
| Utility Department | Brady Blauhorn 4004 Kay Ave Grand Island, NE 68803 | City of G. I. |
| General Public | Terry Klanecky 2116 Topeka Circle Grand Island, NE 68803 | Crescent Electric |
| Building Inspection (Ex-Officio) | Kurt Griess 100 E 1 st St Grand Island NE 68801 | City of Grand Island Building Department |
| Building Inspection (Ex-Officio) | Craig Lewis 100 E 1 st St Grand Island, NE 68801 | City of Grand Island Building Department |

The above recommendations are made in compliance with the Grand Island Electrical Code and are contingent upon approval of the Mayor and the City Council.



City of Grand Island

Tuesday, December 17, 2013

Council Session

Item G-12

Approving Re-Appointments to the Mechanical Examining Board

Staff Contact: Mayor Jay Vavricek



*Working Together for a
Better Tomorrow. Today.*

DATE: November 27, 2013

TO: Mayor Vavricek and City Council

FROM: Craig A. Lewis, Building Department Director *CL*

RE: Appointment to the Mechanical Examining Board

The following men have been contacted and have indicated their willingness to serve on the Mechanical Examining Board of the City of Grand Island for the year 2014.

| <u>Representing</u> | <u>Name/Address</u> | <u>Employed</u> |
|-------------------------------------|---|---|
| Local Gas Company | Loran Peterson 515 W 3 rd St Grand Island NE 68801 | Northwestern |
| Contracting Mechanical | Scott Hilligas 2304 W Lincoln Hwy Grand Island NE 68801 | Midwest Heating & Air |
| Master Mechanical | Mike McElroy 807 Claude Rd Grand Island NE 68803 | McElroy Service Co |
| Master Mechanical | Mike Myers 318 E Capital Ave Grand Island NE 68801 | Myers Heating & Air |
| Journeyman Mechanical | Todd Bredthauer PO Box 484 Grand Island NE 68802 | Jerry's Sheet Metal |
| Community Member | Tom O'Neill 2017 W Barbara Ave Grand Island NE 68801 | |
| Building Department (Ex-Officio) | Russ Shaw 100 E 1 st St Grand Island NE 68801 | City of Grand Island Building Department |
| Building Inspection (Ex-Officio) | Craig Lewis 100 E 1 st St Grand Island NE 68801 | City of Grand Island Building Department |

City Hall • 100 East First Street • Box 1968 • Grand Island, Nebraska 68802-1968
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City of Grand Island

Tuesday, December 17, 2013

Council Session

Item G-13

Approving Re-Appointments to the Plumbers Examining Board

Staff Contact: Mayor Jay Vavricek



*Working Together for a
Better Tomorrow. Today.*

DATE: November 27, 2013
 TO: Mayor Vavricek & City Council
 FROM: Craig A. Lewis, Building Department Director *CA*
 RE: Appointments to the Plumbing Board

The following people have been contacted and have indicated their willingness to serve on the Plumbing Board of the City of Grand Island for a two-year term expiring December 31, 2015.

| <u>Term</u> | <u>Representing</u> | <u>Name/Address</u> | <u>Employed</u> |
|------------------|-------------------------------------|---|--------------------------------------|
| 2 yr. 2014-15 | Master Plumber | Verne Penas 2513 Pioneer Blvd. Grand Island, NE 68801 | PlumBest, Inc |
| 2 yr. 2014-15 | General Public | Jennifer Herman 13531 W. White Cloud Rd. Cairo, NE 68824 | Herman Plumbing |
| 2 yr. 2014-15 | Master Plumber | Mike Bailey 7388 W Abbott Rd Grand Island, NE 68803 | Mike's Backhoe & Sewer Serv. |
| | Building Inspection (Ex-Officio) | David Scoggins 103 W. 22 nd St. Grand Island, NE 68801 | City of G. I. Building Department |

The above recommendations are made in compliance with the Grand Island Plumbing Code and are contingent upon approval of the Mayor and the City Council.



City of Grand Island

Tuesday, December 17, 2013

Council Session

Item G-14

#2013-389 - Approving Acquisition of Utility Easement Located North of U.S. Hwy. 30 and East of Engleman Road - West Park Plaza Mobile Home Park

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

Staff Contact: Tim Luchsinger, Utilities Director

RESOLUTION 2013-389

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

WHEREAS, a public hearing was held on December 17, 2013, for the purpose of discussing the proposed acquisition of an easement located in the City of Grand Island, Hall County, Nebraska; and the center line of the Twenty (20) foot wide easement, more particularly described as follows:

Commencing at the northeast corner of the Southeast Quarter (SE1/4), Section Twenty Seven (27), Township Eleven (11) North, Range Ten (10) West of the 6th PM, Grand Island, Hall County, Nebraska; thence westerly along the northerly line of said Southeast Quarter (SE1/4), a distance of one thousand one hundred forty five (1,145.0) feet; thence southerly along the westerly line of an existing easement being parallel with easterly line of the said Southeast Quarter (SE1/4), a distance of two hundred sixty (260.0) feet to the ACTUAL Point of Beginning; thence westerly and parallel with the northerly line of said Southeast Quarter (SE1/4), a distance of six hundred ninety and ninety six hundredths (690.96) feet; thence northerly and parallel with the easterly line of said Southeast Quarter (SE1/4), a distance of fifty two (52.0) feet to the point of termination of the southerly line of an existing easement.

The above-described easement and right-of-way containing 0.34 acres, more or less, as shown on the plat dated 10/24/2013, 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 West Park Plaza Mobile Home Park, LLC, on the above-described tract of land.

- - -

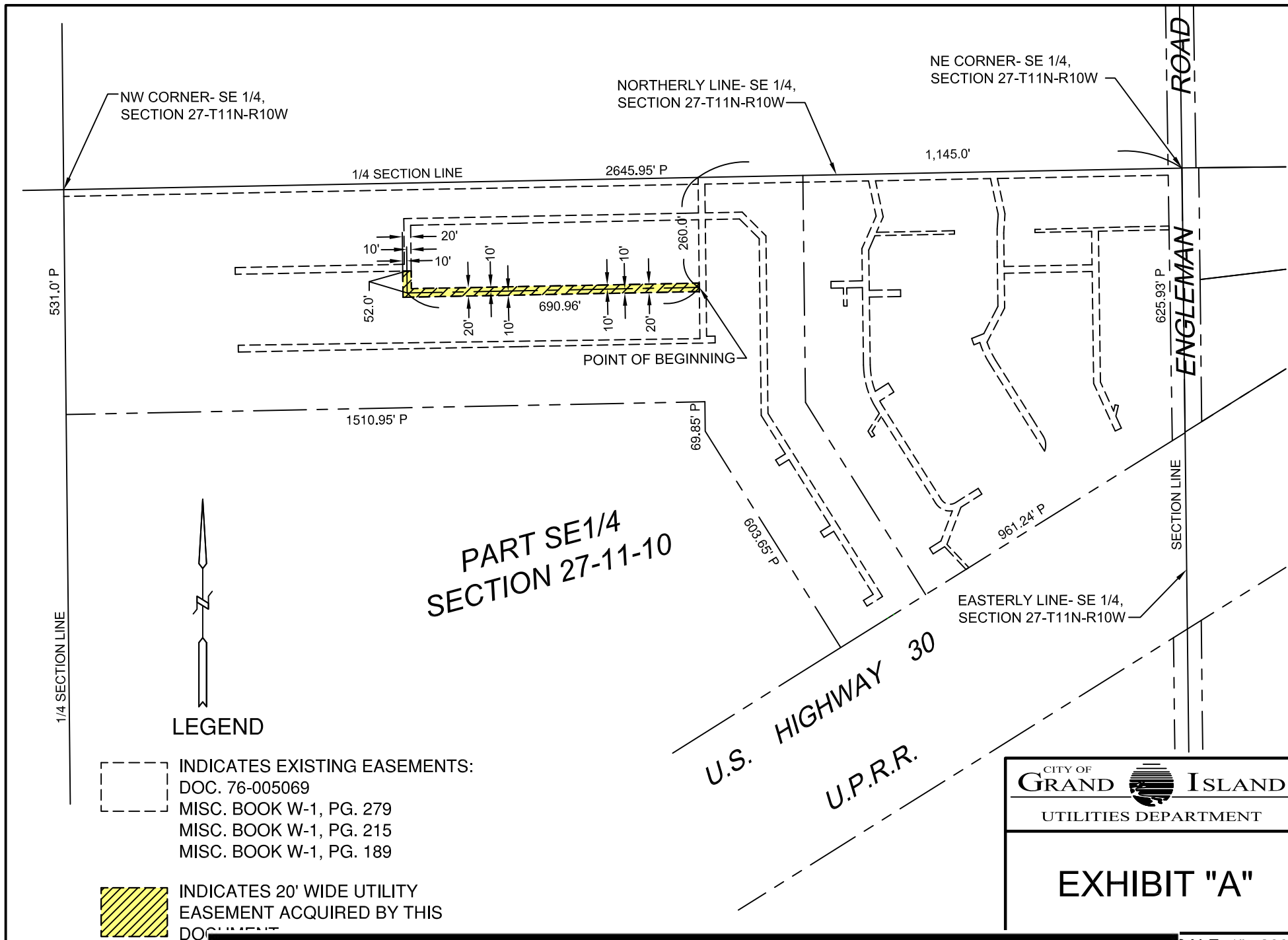
Adopted by the City Council of the City of Grand Island, Nebraska, December 17, 2013.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

| | |
|---------------------|-----------------|
| Approved as to Form | ▣ _____ |
| December 13, 2013 | ▣ City Attorney |



CITY OF
GRAND ISLAND



UTILITIES DEPARTMENT

EXHIBIT "A"



City of Grand Island

Tuesday, December 17, 2013

Council Session

Item G-15

#2013-390 - Approving Acquisition of Utility Easement Located North of U.S. Hwy. 30, South of Westgate Road and East of North Road - Chief Industries

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

Staff Contact: Tim Luchsinger, Utilities Director

RESOLUTION 2013-390

WHEREAS, a public utility easement is required by the City of Grand Island, from Chief Industries, Inc., 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 December 17, 2013, for the purpose of discussing the proposed acquisition of an easement located in the City of Grand Island, Hall County, Nebraska; and more particularly described as follows:

The westerly twenty (20.0) feet of the easterly thirty (30.0) feet of the northerly two hundred seven (207.0) feet of Lot Three (3), Chief/Westgate Subdivision in the City of Grand Island, Hall County, Nebraska.

The above-described easement and right-of-way containing 0.095 acres, more or less, as shown on the plat dated 11/5/2013, 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 Chief Industries, Inc., on the above-described tract of land.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, December 17, 2013.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

| | |
|---------------------|-----------------|
| Approved as to Form | ☐ _____ |
| December 13, 2013 | ☐ City Attorney |





City of Grand Island

Tuesday, December 17, 2013

Council Session

Item G-16

#2013-391 - Approving Acquisition of Utility Easement Located North of Brome Grass Drive and West of Yarrow Drive - The Guarantee Group, L.L.C.

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

Staff Contact: Tim Luchsinger, Utilities Director

RESOLUTION 2013-391

WHEREAS, a public utility easement is required by the City of Grand Island, from The Guarantee Group, L.L.C., to survey, construct, inspect, maintain, repair, replace, relocate, extend, remove, and operate thereon, public utilities and appurtenances, including water lines; and

WHEREAS, a public hearing was held on December 17, 2013, for the purpose of discussing the proposed acquisition of an easement located in the City of Grand Island, Hall County, Nebraska; and more particularly described as follows:

Beginning at a point on the northerly right of way line of Yarrow Drive, said point being Five and Twenty Six Hundredths (5.26) feet west of the southwest corner of Lot Seven (7), Copper Creek Estates Fifth Subdivision; in the City of Grand Island, Hall County, Nebraska; thence running westerly on the northerly right of way line of Yarrow Drive, if extended, and on an Assumed Bearing of N89°42'46"W, a distance of One Hundred Fifty (150.00) feet; thence running S00°37'21"W, a distance of One Hundred Thirty Five (135.00) feet, to a point of the northerly right of way line of Brome Grass Drive; thence running S89°42'46"E, on the northerly right of way line of Brome Grass Drive, a distance of Sixty (60.00) feet, to a point on the easterly right of way of Brome Grass Drive and to the northwest corner of Lot Thirty Seven (37), Copper Creek Estates Third Subdivision; thence running N00°37'21"E, on the easterly right of way line of Brome Grass Drive, if extended, a distance of Seventy Five (75.00) feet; thence running S89°42'46"E, a distance of Ninety (90.00) feet, to a point on the westerly right of way line of Yarrow Drive and the northwest corner of Lot Twenty (20), Copper Creek Estates Fifth Subdivision; thence running N00°37'21"E, on the westerly right of way line of Yarrow Drive, a distance of Sixty (60.00) feet, to the said Point of Beginning.

The above-described easement and right-of-way containing 0.310 Acres, more or less, as shown on the plat dated October 7, 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 The Guarantee Group, L.L.C., on the above-described tract of land.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, December 17, 2013.

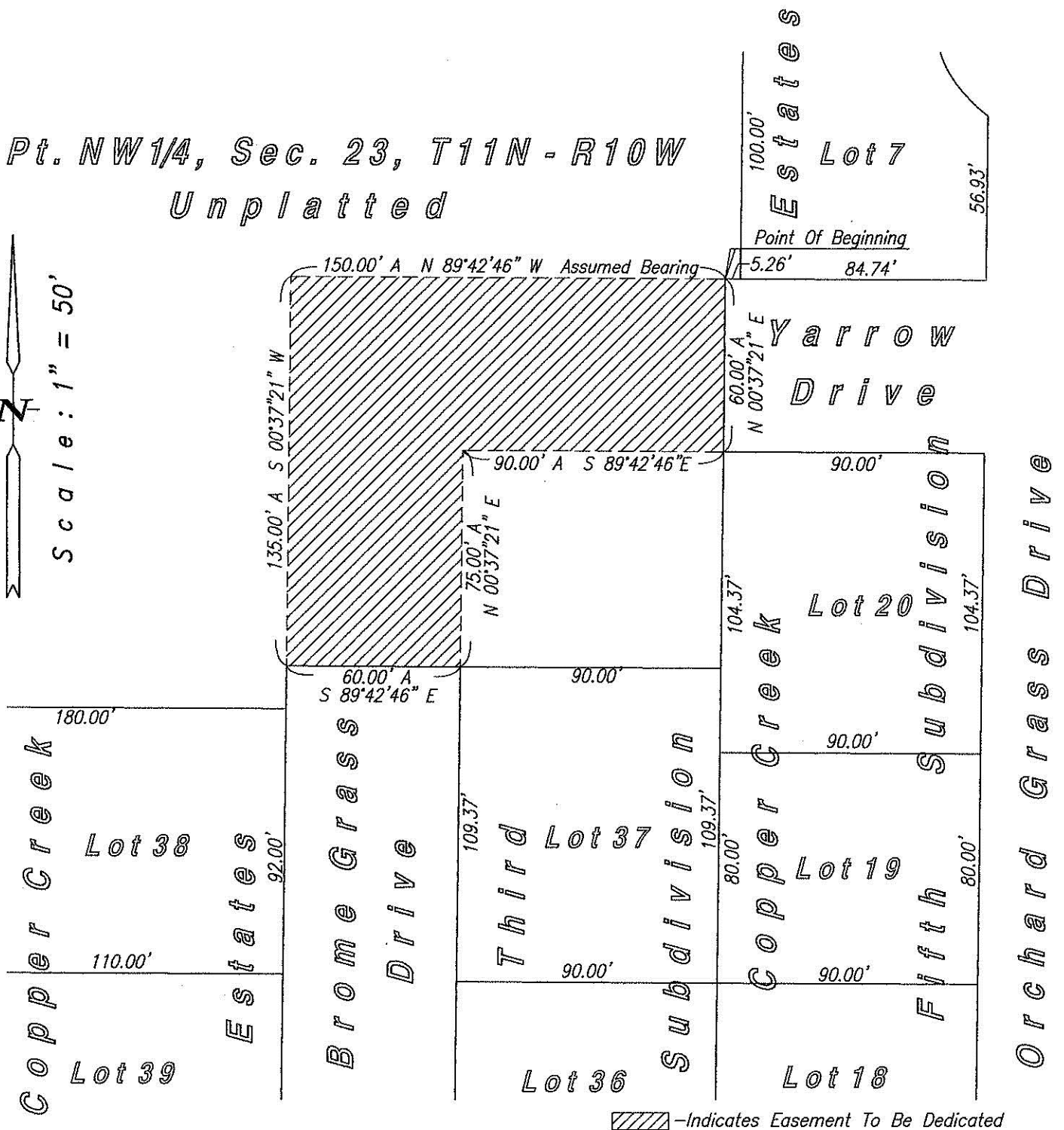
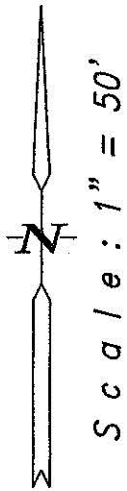
Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

| | |
|---------------------|-----------------|
| Approved as to Form | ☐ _____ |
| December 13, 2013 | ☐ City Attorney |

Pt. NW1/4, Sec. 23, T11N - R10W
Unplatted



Description

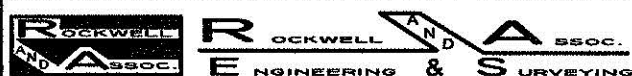
A tract of land comprising a part of the Northwest Quarter (NW1/4), of Section Twenty Three (23), Township Eleven (11) North, Range Ten (10) West of the 6th. P.M., in the City of Grand Island, Hall County, Nebraska, more particularly described as follows:

Beginning at a point on the northerly right of way line of Yarrow Drive, said point being Five and Twenty Six Hundredths (5.26) feet west of the southwest corner of Lot Seven (7), Copper Creek Estates Fifth Subdivision; thence running westerly on the northerly right of way line of Yarrow Drive, if extended, and on an Assumed Bearing of N89°42'46"W, a distance of One Hundred Fifty (150.00) feet; thence running S00°37'21"W, a distance of One Hundred Thirty Five (135.00) feet, to a point on the northerly right of way line of Brome Grass Drive; thence running S89°42'46"E, on the northerly right of way line of Brome Grass Drive, a distance of Sixty (60.00) feet, to a point on the easterly right of way line of Brome Grass Drive and to the northwest corner of Lot Thirty Seven (37), Copper Creek Estates Third Subdivision; thence running N00°37'21"E, on the easterly right of way line of Brome Grass Drive, if extended, a distance of Seventy Five (75.00) feet; thence running S89°42'46"E, a distance of Ninety (90.00) feet, to a point on the westerly right of way line of Yarrow Drive and the northwest corner of Lot Twenty (20), Copper Creek Estates Fifth Subdivision; thence running N00°37'21"E, on the westerly right of way line of Yarrow Drive, a distance of Sixty (60.00) feet, to the Point of Beginning and containing 0.310 acres more or less.

Exhibit 'A'

Date : October 7, 2013

Sheet No. 1 Of 1



2510 NORTH WEBB ROAD, GRAND ISLAND, NEBRASKA 68802 P.O. BOX 549
E-MAIL surveyor@cccusa.net PHONE (308) 382-1472 FAX (308) 382-1423



City of Grand Island

Tuesday, December 17, 2013

Council Session

Item G-17

#2013-392 - Approving Acquisition of Utility Easement Located West of U.S. Hwy. 281 and North of Stolley Park Road - Roe

This item relates to the aforementioned Public Hearing item E-8.

Staff Contact: Tim Luchsinger, Utilities Director

RESOLUTION 2013-392

WHEREAS, a public utility easement is required by the City of Grand Island, from Timothy and Merlene Roe, 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 December 17, 2013, for the purpose of discussing the proposed acquisition of an easement located in the City of Grand Island, Hall County, Nebraska; and the centerline of the twenty (20) foot wide utility easement is more particularly described as follows:

Commencing at the intersection of the westerly line of Lot One (1), Hesselgesser Subdivision in the City of Grand Island, Hall County, Nebraska, and the northerly right-of-way line of Stolley Park Road as described in Instrument 200409403, recorded in the Register of Deeds Office; Hall County, Nebraska thence easterly along the northerly right-of-way line of said Stolley Park Road on an assumed bearing of N88°22'03"E, a distance of two hundred fifty seven and eighty nine hundredths (257.89) feet to the ACTUAL Point of Beginning; thence N7°16'49"E, a distance of one hundred forty six and thirteen hundredths (146.13) feet; thence N22°18'11"W and ten (10.0) foot westerly and parallel with the easterly line of Lot One (1), said Hesselgesser Subdivision, a distance of one hundred twelve (112.0) feet to a point of termination. The side lines of the above described tract shall be prolonged or shortened as required to terminate on the boundary of Grantor's property.

The above-described easement and right-of-way containing 0.12 acres, more or less, as shown on the plat dated 11/21/2013, 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 Timothy and Merlene Roe, on the above-described tract of land.

- - -

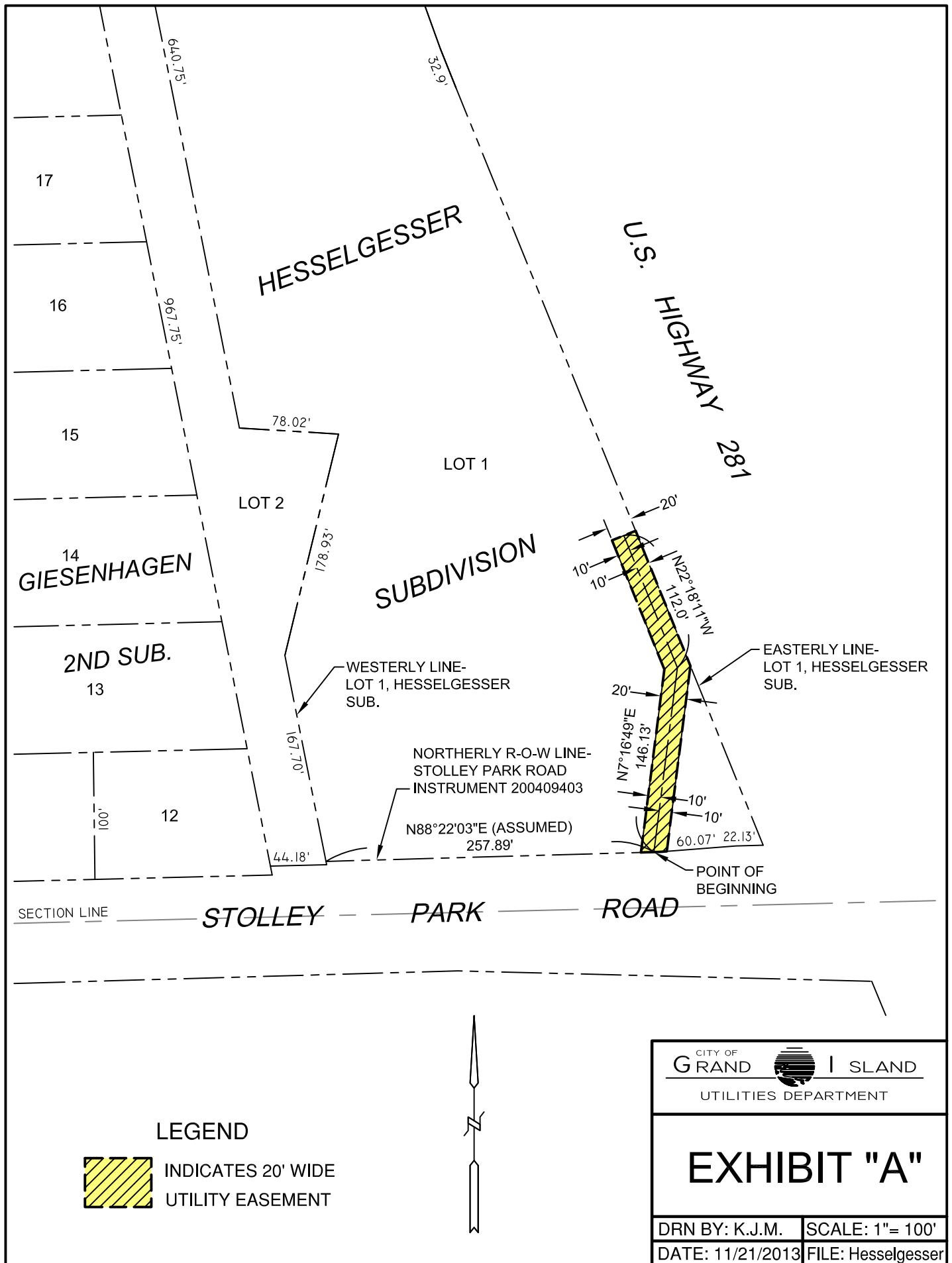
Adopted by the City Council of the City of Grand Island, Nebraska, December 17, 2013.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

| | |
|---------------------|-----------------|
| Approved as to Form | ☐ _____ |
| December 13, 2013 | ☐ City Attorney |





City of Grand Island

Tuesday, December 17, 2013

Council Session

Item G-18

#2013-393 - Approving Acquisition of Utility Easement Located Between Clark Street and Greenwich Avenue at the South Street Intersection - Carmalor NE, L.P.

This item relates to the aforementioned Public Hearing item E-9.

Staff Contact: Tim Luchsinger, Utilities Director

RESOLUTION 2013-393

WHEREAS, a public utility easement is required by the City of Grand Island, from Carmalor Nebraska, L.P., 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 December 17, 2013, for the purpose of discussing the proposed acquisition of an easement located in the City of Grand Island, Hall County, Nebraska; and more particularly described as follows:

The southerly twenty (20.0) feet of Lot Eighteen (18) Concannon Subdivision in the City of Grand Island, Hall County, Nebraska.

The above-described easement and right-of-way containing 0.059 acres, more or less, as shown on the plat dated 11/5/2013, 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 Carmalor Nebraska, L.P., on the above-described tract of land.

- - -

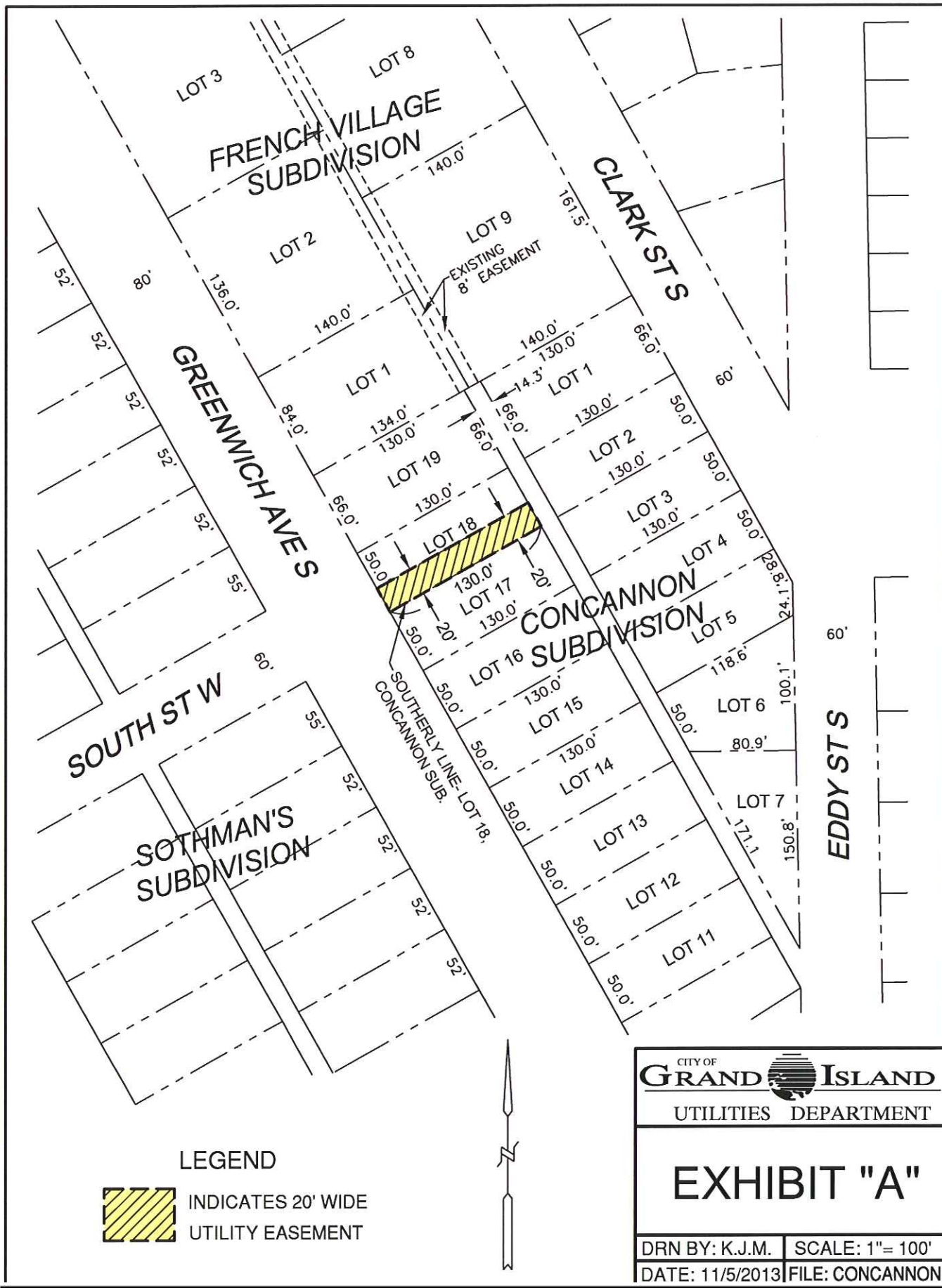
Adopted by the City Council of the City of Grand Island, Nebraska, December 17, 2013.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

| | |
|---------------------|-----------------|
| Approved as to Form | ☐ _____ |
| December 13, 2013 | ☐ City Attorney |





City of Grand Island

Tuesday, December 17, 2013

Council Session

Item G-19

**#2013-394 - Approving Bid Awards - Tree Trimming Contracts
2014-TT-1**

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

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

Meeting: December 17, 2013

Subject: Tree Trimming Contract 2014-TT-1

Item #'s: G-19

Presenter(s): Timothy Luchsinger, Utilities Director

Background

To help provide the required safe operation and maintenance clearances between power lines and trees and reduce storm related power outages, the Utilities Department contracts with private firms to help with tree trimming operations.

Specifications for Contract 2014-TT-1 were prepared for tree trimming services in ten areas throughout the department's electrical transmission and distribution service area. Attached is a drawing showing the areas to be trimmed by outside contractors this year.

Discussion

The contract's bidding documents were publicly advertised and sent to ten potential firms. The bids were opened at 2:00 p.m. on November 14, 2013, in accordance with City Procurement Codes.

The project specifications provide that the City may select any or all sections to be awarded in this contract. The City also has the option to award all sections to a single contractor, or award individual sections to multiple contractors, whichever method provides the best and lowest overall bid. Bids were received from three firms that have previously worked on City projects. See the tabulation below.

| | Asplundh Tree Expert Co. 10052 Justin Dr. Suite 1 Urbandale, IA 50322 | Leetch Tree Service 2216 N. Sherman Blvd. Grand Island, NE 68803 | Tom's Tree Service 1839 E. 4 th Street Grand Island NE 68801 |
|-----------|---|--|---|
| Section 1 | \$40,425.00 | \$10,100.00 | No Bid |
| Section 2 | \$11,333.00 | \$ 3,450.00 | \$ 7,000.00 |
| Section 3 | \$19,301.00 | \$12,400.00 | \$11,000.00 |

| | Asplundh Tree Expert Co. 10052 Justin Dr. Suite 1 Urbandale, IA 50322 | Leetch Tree Service 2216 N. Sherman Blvd. Grand Island, NE 68803 | Tom's Tree Service 1839 E. 4 th Street Grand Island NE 68801 |
|------------|---|--|---|
| Section 4 | \$ 4,880.00 | \$ 4,650.00 | \$ 6,000.00 |
| Section 5 | \$ 32,748.00 | \$10,725.00 | No Bid |
| Section 6 | \$ 16,086.00 | \$ 7,850.00 | \$ 8,000.00 |
| Section 7 | \$ 11,585.00 | \$ 5,950.00 | No Bid |
| Section 8 | \$ 20,105.00 | \$10,560.00 | \$ 5,300.00 |
| Section 9 | \$ 28,594.00 | \$18,950.00 | No Bid |
| Section 10 | \$ 17,474.00 | \$ 5,940.00 | \$12,000.00 |
| TOTALS | \$202,531.00 | \$90,575.00 | \$49,300.00 |

Exceptions were noted in the bid received from Asplundh Tree Expert Company, however, they dealt with minor contract clarifications and were not a factor in the bid evaluation.

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

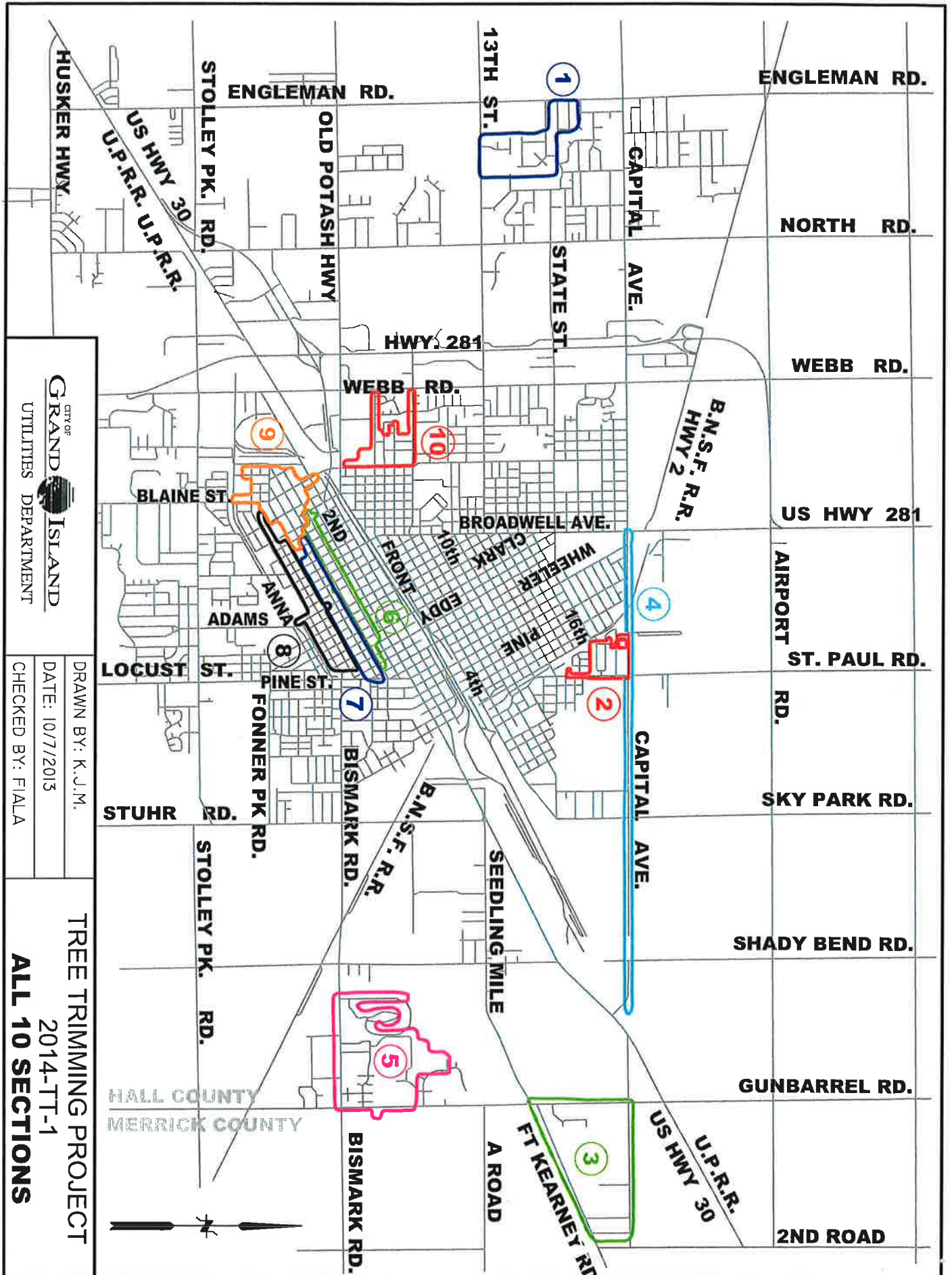
City Administration recommends that the Council award the trimming contract to individual contractors by section as provided for in the specifications in the following manner:

- Leetch Tree Service - Sections 1, 2, 4, 5, 6, 7, 9, and 10, in the amount of \$67,615.00.
- Tom's Tree Service – Sections 3 and 8 in the amount of \$16,300.00.

The award for all ten sections will be \$83,915.00. This is below the budgeted amount of \$150,000.00.

Sample Motion

Move to approve Tree Trimming Contract 2014-TT-1 to Leetch Tree Service and Tom's Tree Service based upon the lowest bid for each individual section.





Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: November 14, 2013 at 2:00 p.m.
FOR: Tree Trimming Contract 2014-TT-1
DEPARTMENT: Utilities
ESTIMATE: \$150,000.00
FUND/ACCOUNT: 520
PUBLICATION DATE: October 14, 2013
NO. POTENTIAL BIDDERS: 10

SUMMARY

| | | |
|----------------------|---------------------------------|----------------------------|
| Bidder: | <u>Asplundh</u> | <u>Leetch Tree Service</u> |
| | Willow Grove, PA | Grand Island, NE |
| Bid Security: | Travelers Casualty & Surety Co. | Western Surety Co. |
| Exceptions: | Noted | None |
| Bid Price: | | |
| Section 1: | \$40,425.00 | \$10,100.00 |
| Section 2: | \$11,333.00 | \$ 3,450.00 |
| Section 3: | \$19,301.00 | \$12,400.00 |
| Section 4: | \$ 4,880.00 | \$ 4,650.00 |
| Section 5: | \$32,748.00 | \$10,725.00 |
| Section 6: | \$16,086.00 | \$ 7,850.00 |
| Section 7: | \$11,585.00 | \$ 5,950.00 |
| Section 8: | \$20,105.00 | \$10,560.00 |
| Section 9: | \$28,594.00 | \$18,950.00 |
| Section 10: | <u>\$17,474.00</u> | <u>\$ 5,940.00</u> |
| Total Price: | \$202,531.00 | \$90,575.00 |

Bidder: Tom's Tree Service
Grand Island, NE
Bid Security: Western Surety Co.
Exceptions: None

Bid Price:
Section 1: No Bid
Section 2: \$ 7,000.00
Section 3: \$11,000.00
Section 4: \$ 6,000.00
Section 5: No bid
Section 6: \$ 8,000.00
Section 7: No bid
Section 8: \$ 5,300.00
Section 9: No Bid
Section 10: \$12,000.00
Total Price: \$49,300.00

cc: Tim Luchsinger, Utilities Director
Mary Lou Brown, City Administrator
Stacy Nonhof, Purchasing Agent
Tom Barnes, Utilities Eng. Mgr.

Bob Smith, Assist. Utilities Director
Jaye Monter, Finance Director
Pat Gericke, Utilities Admin. Assist.

P1685

RESOLUTION 2013-394

WHEREAS, the City of Grand Island invited sealed bids for Tree Trimming Project 2014-TT-1 for the Utilities Department, according to the plans and specifications on file with the Utilities Department; and

WHEREAS, on November 14, 2013, bids were received, opened and reviewed; and

WHEREAS, the requested work has been divided into 10 sections in order to achieve the best and lowest cost, and to expedite the completion of the work; and

WHEREAS, Leetch Tree Service of Grand Island, Nebraska, submitted a bid in accordance with the terms of the advertisement of bids and the plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$67,615.00, for Sections 1, 2, 4, 5, 6, 7, 9, and 10 of the contract; and

WHEREAS, Tom's Tree Service of Grand Island, Nebraska, submitted a bid in accordance with the terms of the advertisement of bids and the plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$16,300.00 for Sections 3, and 8 of the contract; and

WHEREAS, the combined total of the lowest bids for the above listed 10 sections represents the lowest responsible bid for said project.

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

1. The bid of Leetch Tree Service in the amount of \$67,615.00 for Sections 1, 2, 4, 5, 6, 7, 9, and 10 of the contract is hereby approved as the lowest responsive bid submitted for those sections.

2. The bid of Tom's Tree Service of Grand Island, Nebraska, in the amount of \$16,300.00 for Sections 3 and 8 of the contract is hereby approved as the lowest responsive bid submitted for this section.

A contract for such project be entered into between the City and such contractors; and that the Mayor is hereby authorized and directed to execute such contracts on behalf of the City of Grand Island.

- - -

| | |
|---------------------|---------------|
| Approved as to Form | by _____ |
| December 13, 2013 | City Attorney |

Adopted by the City Council of the City of Grand Island, Nebraska, December 17, 2013.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, December 17, 2013

Council Session

Item G-20

**#2013-395 - Approving Certificate of Final Completion - Water
Main Project 2013-W-2 - Sycamore Street**

Staff Contact: Tim Luchsinger, Utilities Director

Council Agenda Memo

From: Timothy Luchsinger, Utilities Director

Meeting: December 17, 2013

Subject: Water Main Project 2013-W-2, Sycamore Street
Certificate of Final Completion

Item #'s: G-20

Presenter(s): Timothy Luchsinger, Utilities Director

Background

The original water line in Sycamore Street was installed approximately 90 years ago. The 4" diameter cast-iron water main had been repaired numerous times due to physical degradation of the pipe.

The contract for Water Main Project 2013-W-2 provided for the installation of a replacement 8" diameter ductile-iron water main and new water service connections to adjacent residential properties, and the abandonment of the old water line.

A sketch of the project area is attached for reference.

Discussion

The project has been completed by The Diamond Engineering Company of Grand Island, Nebraska. All work was done in accordance with the terms and conditions of the contract documents and plans. The contracted amount for the work was \$336,947.10.

Alternatives

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

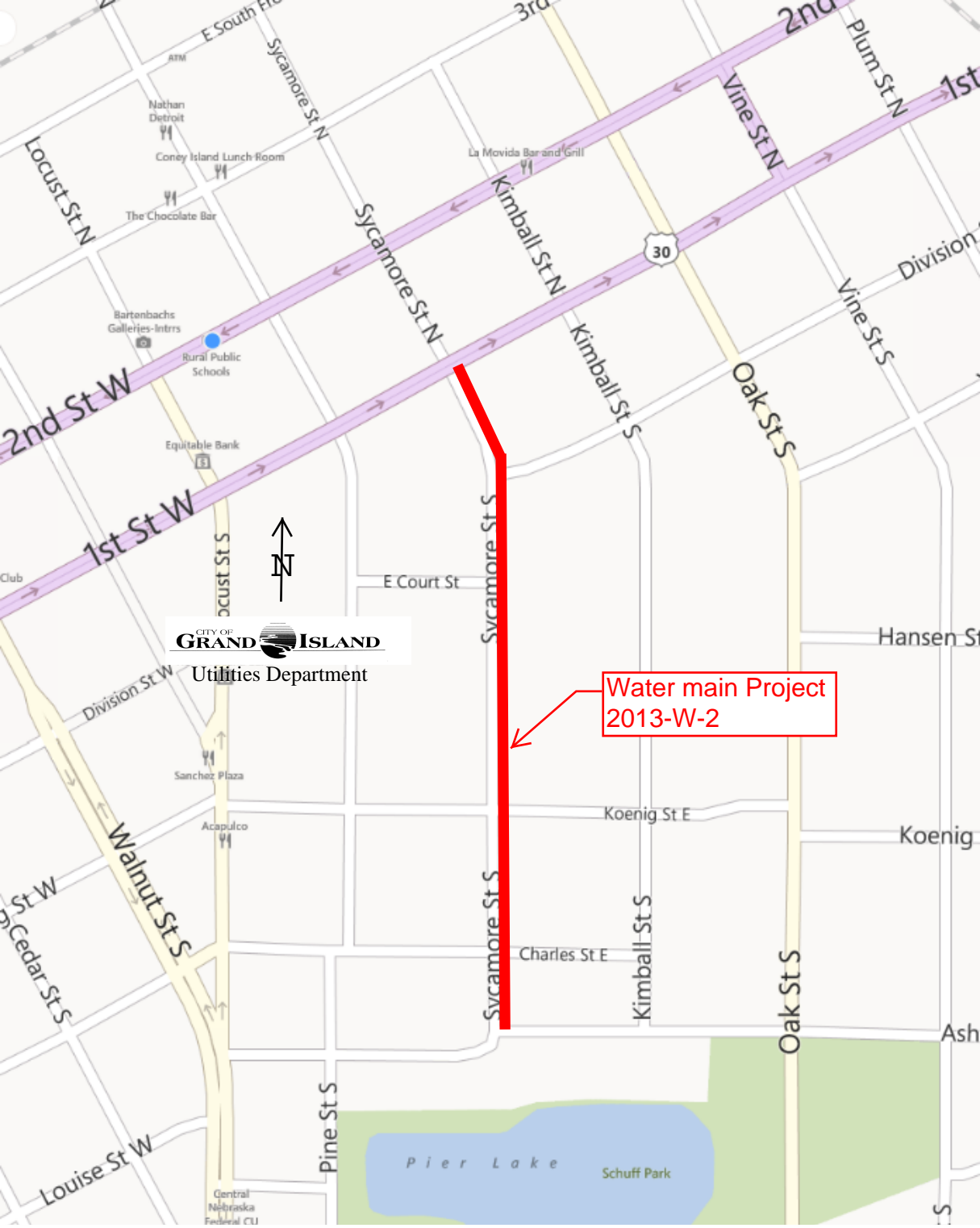
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council accept the Certificate of Final Completion for Water Main Project 2013-W-2, Sycamore Street.

Sample Motion

Move to approve the Certificate of Final Completion for Water Main Project 2013-W-2, Sycamore Street.



CITY OF
GRAND ISLAND
Utilities Department

Water main Project
2013-W-2

INTEROFFICE MEMORANDUM



*Working Together for a
Better Tomorrow. Today.*

DATE: December 2, 2013
TO: Mayor and Council Members
FROM: Timothy Luchsinger, Utilities Director
SUBJECT: Water Main Project 2013-W-2 – Sycamore Street

This memo is to certify that Water Project 2013-W-2, Sycamore Street, from 1st Street to Ashton Avenue, has been fully completed. All work was done in accordance with the terms and conditions of the contract, and complies with the plans and specifications. The water main project has been placed into service.

A handwritten signature in blue ink, appearing to read "T. Luchsinger", is written over a horizontal line.

Timothy Luchsinger, Utilities Director

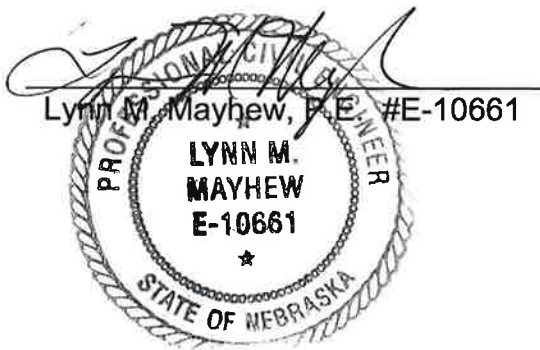
TGL/pag

pc: Bob Smith
Tom Barnes
Ruben Sanchez
Darren Buettner

ENGINEER'S CERTIFICATE OF FINAL COMPLETION

Water Main Project 2013-W-2

Water Main Project 2013-W-2 is located along S. Sycamore Street from First Street (a/k/a Hwy 30-E) to Ashton Ave. The work on the project has been fully completed in accordance with the terms and conditions of the contract and complies with the plans and specifications.



11/26/13
Date

I hereby authorize Water Main Project 2013-W-2 to be incorporation into the City of Grand Island water system.


Tim Luchsinger, Utilities Director

11.27-13
Date

ENGINEER'S CERTIFICATE OF FINAL COMPLETION

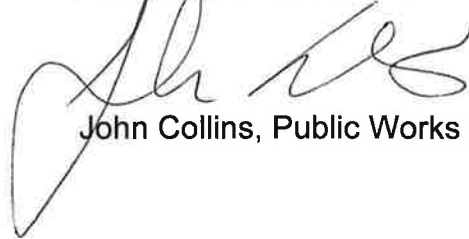
WATER MAIN PROJECT 2013-W-2

December 2, 2013

Water Project 2013-W-2, is located along South Sycamore Street from First Street (also known as Highway 30 East) to Ashton Avenue, in the City of Grand Island, Nebraska.

The work on the project, as certified to be fully completed by Timothy Luchsinger, Utilities Director, is hereby accepted for the City of Grand Island, by me as Public Works Director in accordance with the provision on Section 6-650, R.R.S., 1943.

Respectfully submitted,



John Collins, Public Works Director

WATER MAIN PROJECT 2013-W-2

December 17, 2013

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

I hereby recommend that the Engineer's Certificate of Final Completion for Water Main Project 2013-W-2 be approved.

Respectfully submitted,

Jay Vavricek, Mayor

RESOLUTION 2013-395

WHEREAS, the City Engineer/Public Works Director for the City of Grand Island has issued a Certificate of Final Completion for Water Main Project 2013-W-2 (Sycamore Street, 1st Street to Ashton Avenue) certifying that The Diamond Engineering Company of Grand Island, Nebraska, under contract, has completed the water main installation portion of such project according to the terms, conditions, and stipulations for such improvements; and

WHEREAS, the Public Works Director recommends the acceptance of the project; and

WHEREAS, the Mayor concurs with the recommendations of the Utilities Director and the Public Works Director.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Certificate of Final Completion for Water Main Project 2013-W-2 is hereby accepted.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, December 17, 2013.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

| | |
|---------------------|-----------------|
| Approved as to Form | ☐ _____ |
| December 13, 2013 | ☐ City Attorney |



City of Grand Island

Tuesday, December 17, 2013

Council Session

Item G-21

#2013-396 - Approving Certificates of Final Completion for Water Main Districts 464 & 465 - Antelope, Wildwood, Elk and Cougar Drives, and setting Board of Equalization hearing for January 28, 2014

Staff Contact: Tim Luchsinger, Utilities Director

Council Agenda Memo

From: Timothy Luchsinger, Utilities Director

Meeting: December 17, 2013

Subject: Certificates of Final Completion – Water Main Districts 464 and 465 – Wildwood Subdivision

Item #'s: G-21

Presenter(s): Timothy Luchsinger, Utilities Director

Background

Water Main District 464 and District 465 were created at the request of area property owners to provide municipal water service within the Wildwood Subdivision located at the southwest corner of Wildwood Drive and Highway 281. Two separate districts were created to allow the property owners along the adjacent streets to be able to decide if they wanted city water service.

Both districts passed the protest period and one contract for the construction of both districts was awarded to The Diamond Engineering Company, of Grand Island, Nebraska. The project installed a 16" diameter water main in Antelope Drive, a 12" main in Wildwood Drive, and 8" mains in Elk and Cougar Drives. Attached is a map of the area indicating the boundaries of each district.

Discussion

The work on the project has been fully completed in accordance with the terms and conditions of the contract and complies with the plans and specifications. The total project cost was \$399,837.23. Of the project's total, \$292,554.91 will be assessed to the property owners within the district's boundaries. Due to the irregular shape of lots and tracts in the area, the assessments are proposed to be based on one-half (1/2) of the front foot (ff) cost of the main (\$63.702384/ff); one-half (1/2) the cost per square foot (sf) for each property (\$0.178975/sf); plus the cost of the water service to each existing building (\$1,850.00). This method has been used by the Utilities Department for similar commercial areas.

The assessment schedule is five annual payments, at 7% simple interest on the outstanding balance. The first payment is due 50 days after the Council determines

benefits at the Board of Equalization (BOE) Hearing on January 28, 2014. Attached for reference are copies of the district's costs, ownership records, and assessments.

The remaining project balance of \$107,282.32 is the City's expense for the larger than normal sized water lines installed in Antelope and Wildwood Drives. These oversized mains were installed to provide for future extension of the water system to the west and south of the current development.

Alternatives

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

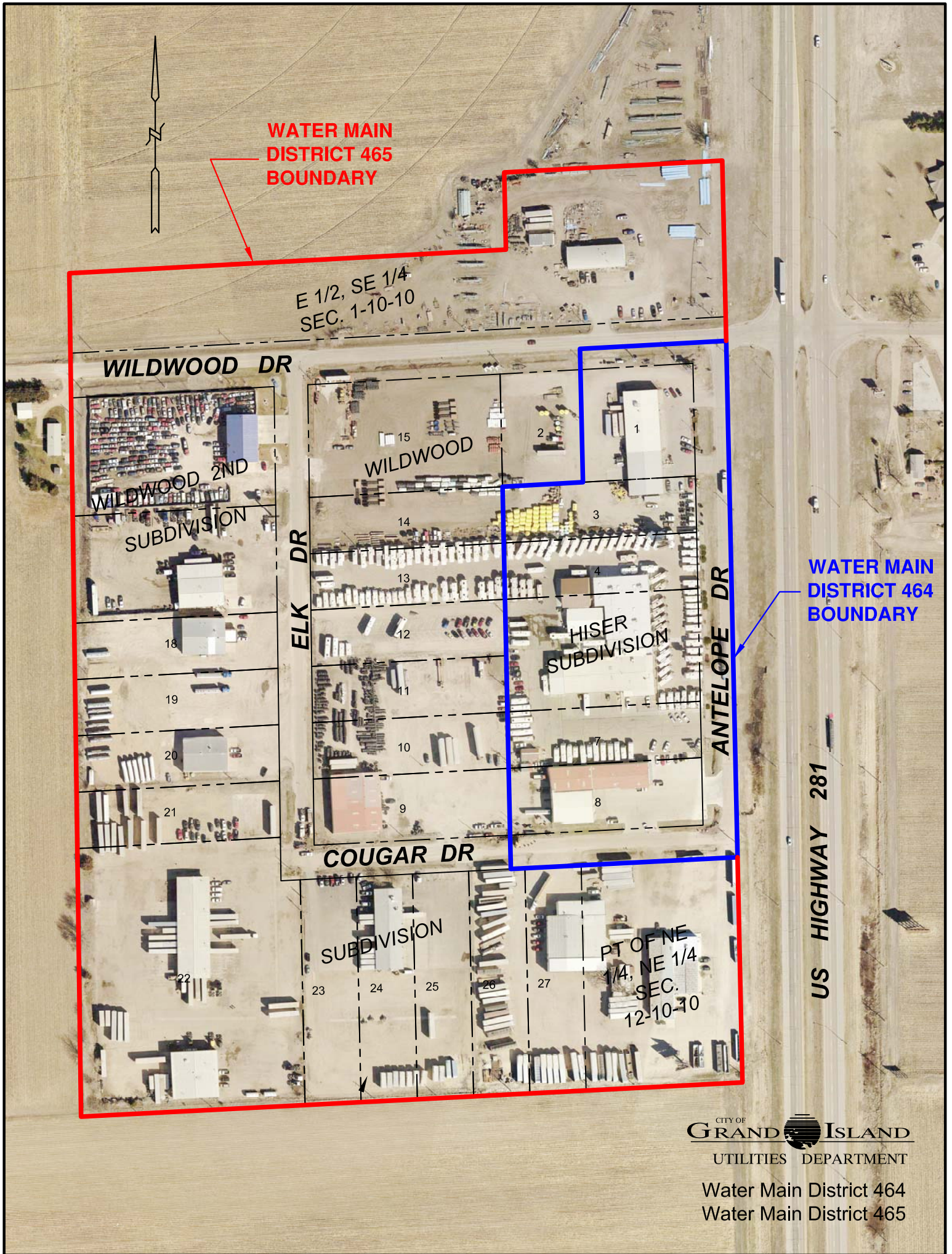
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council accept the Certificates of Final Completion for Water Main Districts 464 and 465 in the Wildwood Subdivision, and set the Board of Equalization Hearing on January 28, 2014, to determine the benefits for the districts.

Sample Motion

Move to approve the Certificates of Final Completion for Water Main Districts 464 & 465 in the Wildwood Subdivision, and set the Board of Equalization Hearing on January 28, 2014.



CITY OF
GRAND ISLAND
UTILITIES DEPARTMENT

Water Main District 464
Water Main District 465

WATER MAIN DISTRICTS 464 AND 465

 Wildwood Subdivision / Wildwood 2nd Subdivision
 Antelope Dr, Elk Dr, Cougar Dr., and Wildwood Dr.

Assessable Amount

WWO 23595

12/4/2013

| Item | Description | CONTRACT Unit Price | TOTAL QUANTITIES PLACED | TOTAL AMT COMPLETED \$ | ASSESSABLE AMOUNT | | | CITY COST TOTAL \$ |
|--------------------------------|---|------------------------|----------------------------|---------------------------|-------------------|------------|--------------|-----------------------|
| | | | | | QUANTITY | UNIT \$ | TOTAL \$ | |
| D. 1.01 | 16" D.I. Pipe (R.J.) | \$126.00 | 823.10 l.f. | \$103,710.60 | 823.10 l.f. | \$61.00 | \$25,104.41 | \$78,606.19 |
| D. 1.02 | 12" D.I. Pipe (R.J.) | \$84.00 | 770.00 l.f. | \$64,680.00 | 770.00 l.f. | \$61.00 | \$46,970.00 | \$17,710.00 |
| D. 1.03 | 8" D.I. Pipe (R.J.) | \$61.00 | 1,601.60 l.f. | \$97,697.60 | 1,601.60 l.f. | \$61.00 | \$97,697.60 | \$0.00 |
| D. 1.04 | 16"X16"x8" Tee (M.J.) | \$788.00 | 1.00 ea. | \$788.00 | 1.00 ea. | \$308.80 | \$154.40 | \$633.60 |
| D. 1.05 | 16"X16"x6" Tee (M.J.) | \$748.00 | 2.00 ea. | \$1,496.00 | 2.00 ea. | \$308.80 | \$308.80 | \$1,187.20 |
| D. 1.06 | 16" Plug (M.J.) | \$387.00 | 1.00 ea. | \$387.00 | 1.00 ea. | \$193.50 | \$96.75 | \$290.25 |
| D. 1.07 | 16" Sleeve Coupling | \$597.00 | 3.00 ea. | \$1,791.00 | 3.00 ea. | \$298.50 | \$447.75 | \$1,343.25 |
| D. 1.08 | 16" Butterfly Valve | \$3,021.00 | 1.00 ea. | \$3,021.00 | 1.00 ea. | \$1,285.00 | \$642.50 | \$2,378.50 |
| D. 1.09 | 12"X12"X8" Tee (M.J.) | \$458.00 | 1.00 ea. | \$458.00 | 1.00 ea. | \$308.80 | \$308.80 | \$149.20 |
| D. 1.10 | 12"X12"X6" Tee (M.J.) | \$422.00 | 2.00 ea. | \$844.00 | 2.00 ea. | \$308.80 | \$617.60 | \$226.40 |
| D. 1.11 | 12"X45" Ell (M.J.) | \$375.00 | 2.00 ea. | \$750.00 | 2.00 ea. | \$255.00 | \$510.00 | \$240.00 |
| D. 1.12 | 12" Cap (M.J.) W/2" Tap | \$273.00 | 1.00 ea. | \$273.00 | 1.00 ea. | \$193.50 | \$193.50 | \$79.50 |
| D. 1.13 | 12" Retainer Gland | \$163.00 | 0.00 ea. | \$0.00 | 0.00 ea. | \$108.72 | \$0.00 | \$0.00 |
| D. 1.14 | 12" R.S. Gate Valve | \$2,370.00 | 1.00 ea. | \$2,370.00 | 1.00 ea. | \$1,285.00 | \$1,285.00 | \$1,085.00 |
| D. 1.15 | 8"X8"X6" Tee (M.J.) | \$308.80 | 3.00 ea. | \$926.40 | 3.00 ea. | \$308.80 | \$926.40 | \$0.00 |
| D. 1.16 | 8"X90" Ell (M.J.) | \$255.00 | 1.00 ea. | \$255.00 | 1.00 ea. | \$255.00 | \$255.00 | \$0.00 |
| D. 1.17 | 8" R.S. Gate Valve | \$1,285.00 | 3.00 ea. | \$3,855.00 | 3.00 ea. | \$1,285.00 | \$3,855.00 | \$0.00 |
| D. 1.18 | Valve Box | \$160.00 | 5.00 ea. | \$800.00 | 5.00 ea. | \$160.00 | \$800.00 | \$0.00 |
| D. 1.19 | 1.5" Copper Service Complete | \$1,850.00 | 13.00 ea. | \$24,050.00 | 13.00 ea. | \$1,850.00 | \$24,050.00 | \$0.00 |
| D. 1.20 | Fire Hydrant Assembly Complete | \$1,765.00 | 7.00 ea. | \$12,355.00 | 7.00 ea. | \$1,765.00 | \$12,355.00 | \$0.00 |
| D. 1.21 | Thrust Block | \$372.00 | 13.00 ea. | \$4,836.00 | 13.00 ea. | \$372.00 | \$4,836.00 | \$0.00 |
| D. 1.22 | Bell Block | \$570.00 | 1.00 ea. | \$570.00 | 1.00 ea. | \$372.00 | \$372.00 | \$198.00 |
| D. 1.23 | 8 mil Polywrap | \$1.90 | 3,194.70 l.f. | \$6,069.93 | 3,194.70 l.f. | \$1.00 | \$3,194.70 | \$2,875.23 |
| D. 1.24 | Remove Asph./Conc. Roadway | \$8.70 | 177.80 s.y. | \$1,546.86 | 177.80 s.y. | \$8.70 | \$1,546.86 | \$0.00 |
| D. 1.25 | Replace Concrete Roadway | \$41.00 | 254.60 s.y. | \$10,438.60 | 254.60 s.y. | \$41.00 | \$10,438.60 | \$0.00 |
| D. 1.26 | Remove Asph./Conc. Driveway | \$9.50 | 142.70 s.y. | \$1,355.65 | 142.70 s.y. | \$9.50 | \$1,355.65 | \$0.00 |
| D. 1.27 | Replace Asph./Conc. Driveway | \$42.00 | 100.50 s.y. | \$4,221.00 | 100.50 s.y. | \$42.00 | \$4,221.00 | \$0.00 |
| D. 1.28 | Remove Grave Driveway | \$2.50 | 55.20 s.y. | \$138.00 | 55.20 s.y. | \$2.50 | \$138.00 | \$0.00 |
| D. 1.29 | Replace Gravel Driveway | \$27.00 | 7.80 tn | \$210.60 | 7.80 tn | \$27.00 | \$210.60 | \$0.00 |
| D. 1.30 | Temporary Resurfacing | \$26.00 | 129.80 s.y. | \$3,374.80 | 129.80 s.y. | \$26.00 | \$3,374.80 | \$0.00 |
| D. 1.31 | Remove and Salvage 16" Cap W/Retainer Gland | \$280.00 | 1.00 ea. | \$280.00 | 1.00 ea. | \$140.00 | \$140.00 | \$140.00 |
| D. 1.32 | Remove and Salvage 12" Plug | \$280.00 | 1.00 ea. | \$280.00 | 1.00 ea. | \$140.00 | \$140.00 | \$140.00 |
| D. 1.33 | Bollard | \$287.00 | 3.00 ea. | \$861.00 | 3.00 ea. | \$287.00 | \$861.00 | \$0.00 |
| D. 1.34 | Seeding | \$6,232.00 | 0.35 Ac | \$2,181.20 | 0.35 Ac | \$6,232.00 | \$2,181.20 | \$0.00 |
| D. 1.35 | Dewatering | \$10.00 | 823.10 l.f. | \$8,231.00 | 823.10 l.f. | \$10.00 | \$8,231.00 | \$0.00 |
| D. 1.36 | Temporary Traffic Control | \$500.00 | 1.00 Lump Sum | \$500.00 | 1.00 LS | \$500.00 | \$500.00 | \$0.00 |
| CONTRACT AMOUNT | | | | \$365,602.24 | | | | |
| CONTRACT ASSESSABLE AMOUNT | | | | | | | \$258,319.92 | |
| CONTRACT CITY COST | | | | | | | | \$107,282.32 |
| PO 306750 H.E. Concrete | | | | \$1,243.23 | | | \$1,243.23 | |
| CITY SUPPLIED FIRE HYDRANTS | | | | \$9,814.05 | | | \$9,814.05 | |
| ENGINEERING AND ADMINISTRATION | | | | \$23,177.71 | | | \$23,177.71 | |
| TOTAL PROJECT AMOUNT | | | | \$399,837.23 | | | | |
| TOTAL ASSESSABLE AMOUNT | | | | | | | \$292,554.91 | |
| TOTAL CITY AMOUNT | | | | | | | | \$107,282.32 |

Water Main Districts 464 / 465 Assessments

| <u>Dist</u> | <u>Parcel</u> | <u>Lot</u> | <u>Sub</u> | <u>Owner</u> | <u>Assessment</u> |
|-------------|---------------|------------|--------------|---|-------------------|
| 464 | 400219298 | 1 | Wildwood Sub | ROBCO, LLC c/o Cody Wray 2422 High Point Circle Wichita, KS 67205 | \$11,799.75 |
| 464 | 400219298 | 3 | Wildwood Sub | ROBCO, LLC c/o Cody Wray | \$6,254.55 |
| 464 | 400219336 | 4 | Wildwood Sub | Rich & Sons Camper Sales, Inc. of Grand Island 5112 Antelope Drive, Grand Island, NE 68803 | \$6,254.55 |
| 464 | 400219360 | 7 | Wildwood Sub | Rich & Sons Camper Sales, Inc. of Grand Island | \$6,254.55 |
| 464 | 400219379 | 8 | Wildwood Sub | BBRE Partnership P.O. Box 248, Durand, WI 54736 | \$9,358.59 |
| 464 | 400219352 | 1 | Hiser | Rich & Sons Camper Sales, Inc. of Grand Island | \$14,359.08 |
| ***** | | | | | |
| 465 | 400219298 | 2 | Wildwood Sub | ROBCO, LLC c/o Cody Wray | \$7,114.07 |
| 465 | 400219387 | 9 | Wildwood Sub | BBRE Partnership | \$9,286.11 |
| 465 | 400219395 | 10 | Wildwood Sub | BBRE Partnership | \$6,292.22 |
| 465 | 400219409 | 11 | Wildwood Sub | BBRE Partnership | \$6,284.97 |
| 465 | 400219417 | 12 | Wildwood Sub | Rich & Sons Camper Sales, Inc. of Grand Island | \$6,292.85 |
| 465 | 400219425 | 13 | Wildwood Sub | Rich & Sons Camper Sales, Inc. of Grand Island | \$6,285.60 |

Water Main Districts 464 / 465 Assessments – continued

| Dist | Parcel | Lot | Sub | Owner | Assessment |
|------|-----------|-----|------------------|--|-------------|
| 465 | 400219433 | 14 | Wildwood Sub | Cody Krist & Robin Tracy Wray 2422 High Point Circle Wichita, KS 67205 | \$6,263.14 |
| 465 | 400219441 | 15 | Wildwood Sub | Cody Krist & Robin Tracy Wray | \$12,504.34 |
| 465 | 400219484 | 18 | Wildwood Sub | Central Cooperative Nonstock Transport Co 4499 Juergen Rd, Grand Island, NE 68803 | \$8,265.62 |
| 465 | 400219492 | 19 | Wildwood Sub | Central Cooperative Nonstock Transport Co | \$6,415.62 |
| 465 | 400219506 | 20 | Wildwood Sub | Central Cooperative Nonstock Transport Co | \$8,265.62" |
| 465 | 400219522 | 21 | Wildwood Sub | Nebraska Transport Co., Inc. P.O. Box 1646 Scottsbluff, NE 69363 | \$6,415.62 |
| 465 | 400219522 | 22 | Wildwood Sub | Nebraska Transport Co., Inc. | \$22,073.36 |
| 465 | 400219530 | 23 | Wildwood Sub | American Freightways, Inc. 3336 E 32nd ST #217, Tulsa, OK 74135 | \$6,764.63 |
| 465 | 400219530 | 24 | Wildwood Sub | American Freightways, Inc. | \$8,614.63 |
| 465 | 400219530 | 25 | Wildwood Sub | American Freightways, Inc. | \$6,764.63 |
| 465 | 400219549 | 26 | Wildwood Sub | Man Properties, LLC 5212 Antelope Drive, Grand Island, NE 68803 | \$6,764.63 |
| 465 | 400219557 | 27 | Wildwood Sub | Man Properties, LLC | \$8,614.63 |
| 465 | 400219468 | 1 | Wildwood 2nd Sub | JPK & CMA Enterprises, Inc. 5018 Elk Drive, Grand Island, NE 68803 | \$15,320.35 |

Water Main Districts 464 / 465 Assessments – continued

| Dist | Parcel | Lot | Sub | Owner | Assessment |
|------|-----------|-----|-----------------------------------|---|--------------------|
| 465 | 400219476 | 2 | Wildwood 2nd Sub | GMS Enterprises, Inc. 5050 Elk Dr, Grand Island, NE 68803" | \$14,027.81 |
| 465 | 400217171 | | Pt NE 1/4,NE 1/4 Sec 12-T10N-R10W | Man Properties, LLC | \$16,596.87 |
| 465 | 400215977 | | Pt E 1/2, SE 1/4 Sec 1-T10N-R10W | Mitchell H. Stauffer, Trustee 808 W 24th ST, Kearney, NE 68845 | \$24,161.72 |
| 465 | 400215985 | | Pt E 1/2, SE 1/4 Sec 1-T10N-R10W | Mitchell H. Stauffer, Trustee | \$18,884.80 |
| | | | | | TOTAL \$292,554.91 |

Un-subdivided Tract Description Details:

WM Dist. 465

Parcel: 400217171 - Pt NE 1/4,NE 1/4 Sec 12-T10N-R10W (5212 Antelope Dr)

Man Properties, LLC - \$16,596.87

Beginning at the NE corner of Lot 27 Wildwood Subdivision in the City of Grand Island, NE; thence easterly along the southerly r-o-w line of Cougar Drive, a distance of 218.0' to the westerly r-o-w line of Antelope Drive; thence southerly along the westerly r-o-w line of said Antelope Drive, a distance of 400.0'; thence westerly along the westerly extension of the southerly line of said Wildwood Subdivision, a distance of 218.0 feet to the SE corner of said Lot 27; thence northerly along the easterly line of said lot 27, a distance of 400.0' to the said Point of Beginning.

WM Dist. 465

Parcel: 400215977 - Pt E 1/2, SE 1/4 Sec 1-T10N-R10W (3344 Wildwood Dr)

Mitchell H. Stauffer, Trustee - \$24,161.72

Beginning at the intersection of the northerly r-o-w line of Wildwood Drive and the westerly r-o-w line of US Hwy 281; thence northerly along the westerly r-o-w line of said US Hwy 281, a distance of 287.0'; thence westerly parallel with the northerly r-o-w line of said Wildwood Drive, a distance of 387.8'; thence southerly, parallel with the westerly r-o-w line of said US Hwy 281, a distance of 287.0' to the northerly r-o-w line of said Wildwood Drive; thence easterly along the northerly r-o-w line of said Wildwood Drive, a distance of 387.8; to the said Point of Beginning.

WM Dist. 465

Parcel: 400215985 - Pt E 1/2, SE 1/4 Sec 1-T10N-R10W

Mitchell H. Stauffer, Trustee - \$18,884.80

Commencing at the intersection of the northerly r-o-w line of Wildwood Drive and the westerly r-o-w line of US Hwy 28; thence westerly along the northerly r-o-w line of said Wildwood Drive, a distance of 387.8' to the Actual Point of Beginning; thence continuing westerly along the northerly r-o-w line of said Wildwood Drive, a distance of 417.12'; thence northerly parallel with the westerly r-o-w line of said US Hwy 281, a distance of 150.0'; thence easterly parallel with the northerly r-o-w line of said Wildwood Drive, a distance of 417.12'; thence southerly parallel with the westerly r-o-w line of said US Hwy 281, a distance of 150.0' to the said Point of Beginning.

INTEROFFICE
MEMORANDUM



*Working Together for a
Better Tomorrow. Today.*

DATE: December 9, 2013
TO: Mayor and Council Members
FROM: Timothy Luchsinger, Utilities Director
SUBJECT: Water Main Districts 464 & 465 – Wildwood Subdivision

This memo is to certify that Water Projects 464 and 465, all installed under one contract issued to the Diamond Engineering Company of Grand Island, Nebraska, have been fully completed. The Water Mains are located in Antelope Drive, Elk Drive, Cougar Drive, and Wildwood Drive within Wildwood Subdivision in the City of Grand Island, Nebraska.

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



Timothy Luchsinger, Utilities Director

TGL/pag

pc: Bob Smith
Tom Barnes
Ruben Sanchez
Darren Buettner

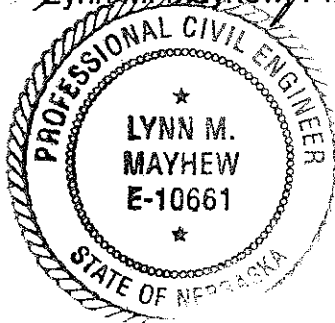
ENGINEER'S CERTIFICATE OF FINAL COMPLETION

Water Main District 464 and 465

The above referenced Water Main Districts were all installed under one contract issued to The Diamond Engineering Company of Grand Island, NE. The work generally being located in Antelope Dr., Elk Dr., Cougar Dr. and Wildwood Dr. within Wildwood Subdivision in the City of Grand Island, NE. The work on this project has been fully completed in accordance with the terms and conditions of the contract and complies with the plans and specifications.


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

12/04/2013
Date



ENGINEER'S CERTIFICATE OF FINAL COMPLETION

WATER MAIN DISTRICT 464

December 5, 2013

Water Main District 464 is located in Antelope Drive, in the City of Grand Island, Hall County, Nebraska. The work on the project, as certified to be fully completed by Timothy Luchsinger, Utilities Director, is hereby accepted for the City of Grand Island, by me as Public Works Director in accordance with the provision on Section 6-650, R.R.S., 1943.

It is recommended that the City Council sit as Board of Equalization on January 28, 2014.

Respectfully submitted,

John Collins, Public Works Director

WATER MAIN DISTRICT 464

December 17, 2013

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

I hereby recommend that the Engineer's Certificate of Final Completion for Water Main District 464 be approved.

I further recommend that the City Council sit as Board of Equalization on January 28, 2014, to determine benefits and levy special assessments.

Respectfully submitted,

Jay Vavricek, Mayor

ENGINEER'S CERTIFICATE OF FINAL COMPLETION

WATER MAIN DISTRICT 465

December 5, 2013

Water Main District 465 is located in Antelope, Wildwood, Elk, and Cougar Drives, in the City of Grand Island, Hall County, Nebraska. The work on the project, as certified to be fully completed by Timothy Luchsinger, Utilities Director, is hereby accepted for the City of Grand Island, by me as Public Works Director in accordance with the provision on Section 6-650, R.R.S., 1943.

It is recommended that the City Council sit as Board of Equalization on January 28, 2014.

Respectfully submitted,

John Collins, Public Works Director

WATER MAIN DISTRICT 465

December 17, 2013

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

I hereby recommend that the Engineer's Certificate of Final Completion for Water Main District 465 be approved.

I further recommend that the City Council sit as Board of Equalization on January 28, 2014, to determine benefits and levy special assessments.

Respectfully submitted,

Jay Vavricek, Mayor

RESOLUTION 2013-396

WHEREAS, the City Engineer/Interim Public Works Director for the City of Grand Island has issued a Certificate of Final Completion for Water Main District No. 464, located in Antelope Drive and Water Main District No. 465, located in Wildwood Drive, Elk Drive, and Cougar Drive, certifying that both were installed as a joint project by The Diamond Engineering Company, of Grand Island, Nebraska, under contract awarded July 26, 2013, has completed the project according to the terms, conditions, and stipulations for such improvements; and

WHEREAS, the Public Works Director recommends the acceptance of both districts; and

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

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

1. The City Engineer/Public Works Director's Certificates of Final Completion for Water Main Districts 464 and 465 are hereby confirmed.
2. The City Council will sit as a Board of Equalization on January 28, 2014, to determine benefits and set assessments for Water Main Districts 464 and 465.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, December 17, 2013.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

| | |
|---------------------|-----------------|
| Approved as to Form | ☐ _____ |
| December 13, 2013 | ☐ City Attorney |



City of Grand Island

Tuesday, December 17, 2013

Council Session

Item G-22

**#2013-397 - Approving Change Order No. 1 for Irrigation
Installation at Jackrabbit Run Golf Course**

Staff Contact: Todd McCoy

Council Agenda Memo

From: Todd McCoy, Parks and Recreation Director

Meeting: December 17, 2013

Subject: Approve Change Order No. 1 to Duininck, Inc. of Prinsburg, Minnesota for the Replacement of the Irrigation System at Jackrabbit Run Golf Course

Item #'s: G-22

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

Background

During the budget process, City Council approved replacement of the outdated irrigation system at Jackrabbit Run Golf Course. It was decided that the General Fund would pay for the project initially and the Golf Course Enterprise Fund would pay back the City General Fund over a period of 20 years. On August 27, 2013 City Council approved, by Resolution 2013-291, the bid award to Duininck, Inc. to update the golf course irrigation system in the amount of \$492,538.

Discussion

A few project modifications were identified to enhance and address unforeseen items. The major item was to install risers on 123 of the 1,100 sprinkler heads because some irrigation lines were found to be much deeper in the ground than originally anticipated. Some savings were also found through a high level of involvement from the golf course staff.

| | | |
|--------|--|--------------|
| Add | Replace broken service tees | \$2,250.00 |
| Add | Furnish and install additional swing joints risers | \$18,450.00 |
| Add | Purchase part circles for full circle sprinklers | \$572.16 |
| Add | Purchase decoders for golf course valves | \$272.13 |
| Deduct | Golf Course supply of riser material | (\$35.40) |
| Deduct | Existing Swing Joint Labor & Material Credit | (\$8,137.50) |
| Deduct | Use of Jackrabbit Run Golf Carts | (\$1,000.00) |
| Deduct | Use of Jackrabbit Run Sod Cutter | (\$250.00) |
| Deduct | Jackrabbit Run Crew Assistance | (\$1,600.00) |
| Deduct | Jackrabbit Run Trench Sod Repair | (\$1,600.00) |

| | | |
|---------------|----------------------------------|---------------------|
| Deduct | Jackrabbit Run Facility Use | (\$300.00) |
| Deduct | Jackrabbit Run Plates Sod Repair | <u>(\$1,600.00)</u> |
| TOTAL: | | \$7,021.39 |

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 City Council approve Jackrabbit Run Irrigation Contract Change Order No. 1 in the amount of \$7,021.39. Doing so will increase the total amount of the contract with Duininck, Inc. to \$499,559.39.

Sample Motion

Move to approve Change Order No. 1 to Duininck, Inc. for the replacement of the Jackrabbit Run Irrigation System.

CHANGE ORDER #1

WORK ORDER PROPOSAL

Date: 12/2/2013
 Duinick Project #: 134310
 Project Title: Jackrabbit Run Golf Course
 Contractor: Duinick Golf
 Architect: Finest Irrigation
 Owner: City of Grand Island
 Duinick WOP #: 1.1



| DESCRIPTION OF WORK | UNIT | QUANTITY | UNIT COST | TOTAL |
|--|------|----------|------------|--------------|
| Replace broken service tees per contract | EA | 9.00 | \$250.00 | \$2,250.00 |
| Furnish and install swing joint riser per contract | EA | 123.00 | \$150.00 | \$18,450.00 |
| Purchase part circles for full circle sprinklers | EA | 48.00 | \$11.92 | \$572.16 |
| Purchase decoders for golf course valves | EA | 3.00 | \$90.71 | \$272.13 |
| Golf Course purchase of six risers (materials) | EA | 6.00 | (\$5.90) | (\$35.40) |
| 90 Top Elbow Labor & Materials | EA | 175.00 | (\$46.50) | (\$8,137.50) |
| Use of Jackrabbit Run golf carts | EA | 2.00 | (\$500.00) | (\$1,000.00) |
| Use of Jackrabbit Run sod cutter | EA | 1.00 | (\$250.00) | (\$250.00) |
| Use of Jackrabbit Run Crews | HR | 40.00 | (\$40.00) | (\$1,600.00) |
| Use of Jackrabbit Run for rolling trenches | HR | 40.00 | (\$40.00) | (\$1,600.00) |
| Use of Jackrabbit Run bathrooms | EA | 2.00 | (\$150.00) | (\$300.00) |
| Ground plates sod repair | HR | 40.00 | (\$40.00) | (\$1,600.00) |

TOTAL ADD \$7,021.39

Pricing is valid for 5 days

DAYS 0.00

Added Contract Days: 0.00

DUINICK GOLF *Steve Wolbeck* 12/3/13
 Signature Printed Name Date

CITY OF GRAND ISLAND

Steve Wolbeck Signature
 Printed Name Date

RESOLUTION 2013-397

WHEREAS, on August 27, 2013 by Resolution 2013-291, the City Council of the City of Grand Island awarded Duininck, Inc. from Prinsburg, Minnesota, the bid in the amount of \$492,538.00, for the Furnishing and Installation of a New Irrigation System for Jackrabbit Run Golf Course; and

WHEREAS, a few project modifications were identified to enhance and address unforeseen items; and

WHEREAS, such modifications have been incorporated into Change Order No. 1; and

WHEREAS, the result of such modifications will increase the contract amount by \$7,021.39 for a revised contract price of \$499,559.39.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor be, and hereby is, authorized and directed to execute Change Order No. 1 between the City of Grand Island and Duininck, Inc. from Prinsburg, Minnesota to provide the modifications set out as follows:

| | | |
|--------|--|---------------------|
| Add | Replace broken service tees | \$ 2,250.00 |
| Add | Furnish and install additional swing joints risers | \$18,450.00 |
| Add | Purchase part circles for full circle sprinklers | \$ 572.16 |
| Add | Purchase decoders for golf course valves | \$ 272.13 |
| Deduct | Golf Course supply of riser material | (\$ 35.40) |
| Deduct | 90 Elbow Labor & Material | (\$8,137.50) |
| Deduct | Use of Jackrabbit Run Golf Carts | (\$1,000.00) |
| Deduct | Use of Jackrabbit Run Sod Cutter | (\$ 250.00) |
| Deduct | Jackrabbit Run Crew Assistance | (\$1,600.00) |
| Deduct | Jackrabbit Run Trench Sod Repair | (\$1,600.00) |
| Deduct | Jackrabbit Run Facility Use | (\$ 300.00) |
| Deduct | Jackrabbit Run Plates Sod Repair | <u>(\$1,600.00)</u> |
| | TOTAL: | \$ 7,021.39 |

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, December 17, 2013.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

| | |
|---------------------|-----------------|
| Approved as to Form | ☐ _____ |
| December 13, 2013 | ☐ City Attorney |



City of Grand Island

Tuesday, December 17, 2013

Council Session

Item G-23

#2013-398 - Approving Request from Doug Emery, 545 Linden Avenue for Building Permit to Construct a Detached Accessory Building

Staff Contact: Craig Lewis

Council Agenda Memo

From: Craig Lewis, Building Department Director

Meeting: December 17, 2013

Subject: Request from Doug Emery, 545 Linden Avenue for Council Approval in Conformance with Section 8-22 of the Grand Island City Code to Allow a Building Permit to Construct a Detached Accessory Building

Item #'s: G-23

Presenter(s): Craig Lewis, Building Department Director

Background

This request is for Council approval to allow for the construction of an accessory building on the property at 545 Linden Avenue.

Grand Island City Code section 8-22 Permits Required; states in part; no person, firm, or corporation shall erect, construct, enlarge, alter, repair, move, improve, remove, convert, or demolish, equip, use, occupy, or maintain any building or structure in the City or cause the same to be done without first obtaining a separate building permit for each such building or structure from the Building Department; provided no permit shall be issued by the Building Department unless and until authorized by resolution of the City Council in any one of the following cases: (1). Where the real property described in the application for a permit does not front upon a dedicated street or public road.

The proposal is to construct an accessory building to the existing single family dwelling at 545 Linden Avenue. However the existing property does not front on Linden Avenue but gains access from an access easement across 533 Linden, requiring Council approval.

Discussion

The City Code allows for City Council review and approval for properties which would not have the benefit of an adjacent public road. As this property and dwelling have been in existence for a number of years and it would not appear to be a detriment to allow for the construction of an accessory building at this time I would recommend approval and encourage the property owners to seek a resolution in the near future to eliminate continued council action in the future development of the residential properties.

The site location is such that it would not appear that this request will have any negative impact on the neighboring properties.

Alternatives

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

1. Approve the request.
2. Disapprove or /Deny the request.
3. Modify the request to meet the wishes of the Council
4. Table the issue

Recommendation

City Administration recommends that the Council approve the request and authorize the issuance of a building permit in conformance with all other aspects of the City Code.

Sample Motion

Move to approve the request and authorize by resolution the Building Department to issue a building permit for an accessory building at 545 Linden Avenue.

PROPOSAL FOR BUILDING PERMIT

Asking for a building permit for property located at 545 Linden Ave Grand Island Nebraska in Hall County. Property consist of 2.73 acres more or less and is owned by Doug Emery. The building permit would be for a building approximate size would be 40 feet by 65 feet. The building would be used as a work shop and garage for my own personal use. The type of building has yet to be decided on. The building options that I am considering are a Cleary Pole building or a possible Enercept Building.

Thank You

A handwritten signature in black ink, appearing to read "Doug Emery". The signature is fluid and cursive, with a long horizontal stroke extending to the right.



RESOLUTION 2013-398

WHEREAS, Doug Emery the owner of the property at 545 Linden Avenue has requested the City Council authorize the Building Department to issue a building permit for the construction of an accessory building at such property , and

WHEREAS, The City Council has reviewed the request, in conformance with section 8-22 of the City Code, and

WHEREAS, The City Council has determined it is in the interest of the property owner to construct a detached accessory building.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Building Department be authorized to issue a building permit for the construction of an accessory building in conformance with all other City Codes for the property located at 545 Linden Avenue.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, December 17, 2013.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

| | |
|---------------------|-----------------|
| Approved as to Form | ▣ _____ |
| December 13, 2013 | ▣ City Attorney |



City of Grand Island

Tuesday, December 17, 2013

Council Session

Item G-24

**#2013-399 - Approving Award of Proposal for Office/Utility
Building Construction at the Solid Waste Landfill**

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

Council Agenda Memo

From: Jeff Wattier, Solid Waste Superintendent

Meeting: December 17, 2013

Subject: Approving Award of Proposal for Office/Utility Building Construction for the Solid Waste Division of the Public Works Department

Item #'s: G-24

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

Background

On November 4, 2013 a Request for Proposals (RFP) for office/utility building construction for the Solid Waste Division of the Public Works Department was advertised in the Grand Island Independent and sent to seven (7) potential proposers by the Solid Waste Division of the Public Works Department.

The current landfill maintenance building was constructed in 1992. The break room (which is only 7' by 8') and office (which is only 8' by 9') are extremely small and inadequate for landfill staff. This new office/utility building will allow for better facilities for landfill staff. The new building will also allow for additional storage of small equipment, tools, and a pickup. Once the new building is constructed, landfill staff will also remove the existing office and break room from the maintenance building, which will allow for one (1) additional bay (smaller vehicle capacity) to accommodate repair and maintenance of existing equipment at the landfill.

Discussion

Six (6) proposals were opened on November 26th, 2013 and reviewed by the Public Works Department and the Purchasing Division of the City.

Mehring Construction Company, LLC of Grand Island, Nebraska submitted the most qualified proposal using evaluation criteria listed in the RFP. The building is to be constructed at actual costs with a maximum of \$65,488.60.

- Proposed cost (35%)
- Responsiveness and completeness of proposal (20%)

- Experience and qualifications of the company (20%)
- Proposed agreement for the project (10%)
- Proposed timeline for the project (15%)

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 award of proposal to Mehring Construction Company, LLC of Grand Island, Nebraska.

Sample Motion

Move to approve the award of proposal to Mehring Construction Company, LLC of Grand Island, Nebraska.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

**REQUEST FOR PROPOSAL
FOR
OFFICE/UTILITY BUILDING CONSTRUCTION AT LANDFILL**

RFP DUE DATE: November 26, 2013 at 4:00 p.m.

DEPARTMENT: Public Works

PUBLICATION DATE: November 2, 2013

NO. POTENTIAL BIDDERS: 6

SUMMARY OF PROPOSALS RECEIVED

Steel Crafters, Inc.
Grand Island, NE

Kleint's Building & Const. Inc.
Grand Island, NE

Cleary Building Corp.
Grand Island, NE

Walton Contracting
Superior, NE

Chief Construction Company
Grand Island, NE

Mehring Construction Company, LLC
Grand Island, NE

cc: John Collins, Public Works Director
Mary Lou Brown, City Administrator
Stacy Nonhof, Purchasing Agent

Catrina DeLosh, PW Admin. Assist.
Jaye Monter, Finance Director
Jeff Wattier, Solid Waste Supt.

P1689

AGREEMENT

THIS AGREEMENT made and entered into this 17th day of **December, 2013**, by and between **Mehring Construction Company, LLC** hereinafter called the Contractor, and the **City of Grand Island, Nebraska**, hereinafter called the City.

WITNESSETH:

THAT, WHEREAS, in accordance with law, the City has caused agreement documents to be prepared and an advertisement of a **Request for Proposals for Office/Utility Building Construction for the City of Grand Island**, and

WHEREAS, the City, in the manner prescribed by law, has publicly opened, examined, and canvassed the proposals submitted, and has determined that the aforesaid Contractor submitted the best proposal based on the evaluation criteria listed in the Request For Proposals, a copy thereof being attached to and made a part of this agreement, and has duly awarded to the said Contractor an agreement therefore, for the sum or sums named in the **Office/Utility Building Construction Proposal Form** with terms & conditions submitted by the Contractor, a copy thereof being attached to and made a part of this agreement;

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

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

ARTICLE II. That the City shall pay to the Contractor for the performance of the work embraced in this agreement and the Contractor will accept as full compensation therefore the sum of **SIXTY FIVE THOUSAND FOUR HUNDRED EIGHTY EIGHT 60/100 Dollars (\$65,488.60)** for all services, materials and work covered by and included in the agreement award and designated in the foregoing Article I; payments thereof to be made in cash or its equivalent in the manner provided in the agreement.

ARTICLE III. The Contractor hereby agrees to act as agent for the City in purchasing materials and supplies for the City for this project. The City shall be obligated to the vendor of the materials and supplies for the purchase price, but the contractor shall handle all payments hereunder on behalf of the City. The vendor shall make demand or claim for payment of the purchase price from the City by submitting an invoice to the Contractor. Title to all materials and supplies purchased hereunder shall vest in the City directly from the vendor. Regardless of the method of payment, title shall vest immediately in the City. The Contractor shall not acquire title to any materials and supplies incorporated into the project. All invoices shall bear the contractor's name as agent for the City. This paragraph will apply only to these materials and supplies actually incorporated into and becoming a part of the

finished product of attached **Request for Proposals for Office/Utility Building Construction for the City of Grand Island.**

ARTICLE IV. That the Contractor shall start work as soon as possible after the agreement is signed.

ARTICLE V. The Contractor agrees to comply with all applicable State fair labor standards in the execution of this agreement as required by Section 73-102, R.R.S. 1943. The Contractor further agrees to comply with the provisions of Section 48-657, R.R.S. 1943, pertaining to contributions to the Unemployment Compensation Fund of the State of Nebraska. During the performance of this agreement, the Contractor and all Sub Contractors agree not to discriminate in hiring or any other employment practice on the basis of race, color, religion, gender, national origin, age or disability. The Contractor agrees to comply with all applicable Local, State and Federal rules and regulations.

ARTICLE VI. The City of Grand Island, Nebraska operates on a fiscal year beginning October 1st and ending on the following September 30th. It is understood and agreed that any portion of this agreement which will be performed in a future fiscal year is contingent upon the City Council adopting budget statements and appropriations sufficient to fund such performance.

ARTICLE VII. GRATUITIES AND KICKBACKS: City Code states that it is unethical for any person to offer, give, or agree to give any City employee or former City employee, or for any City employee or former City employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or an agreement or sub agreement, or to any solicitation or proposal therefore. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a Sub Consultant under an agreement to the prime Consultant or higher tier Sub Consultant or any person associated therewith, as an inducement for the award of a Sub Consultant to order.

ARTICLE VIII. FAIR EMPLOYMENT PRACTICES: Each proposer agrees that they will not discriminate against any employee or applicant for employment because of age, race, color, religious creed, ancestry, handicap, sex or political affiliation.

ARTICLE IX. LB 403: Every public contractor and his, her or its subcontractors who are awarded an agreement by the City for the physical performance of services within the State of Nebraska shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

Mehring Construction Company, LLC

By _____

Title _____

CITY OF GRAND ISLAND, NEBRASKA,

By _____
Jay Vavricek, Mayor

Attest: _____
RaNae Edwards, City Clerk

The agreement is in due form according to law and is hereby approved.

Stacy R. Nonhof, Asst. City Attorney

APPENDIX A – TITLE VI NON-DISCRIMINATION -

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

- (1) **Compliance with Regulations:** The contractor shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this agreement.
- (2) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the agreement, shall not discriminate on the grounds of race, color, or national origin, sex, age, and disability/handicap in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subagreement, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.
- (4) **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City of Grand Island or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the City of Grand Island, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this agreement, the City of Grand Island shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - (a.) withholding of payments to the contractor under the agreement until the contractor complies, and/or
 - (b.) cancellation, termination or suspension of the agreement, in whole or in part.
- (6) **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (6) in every subagreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subagreement or procurement as the City of Grand Island or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the City of Grand Island to enter into such litigation to protect the interests of the City of Grand Island, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

RESOLUTION 2013-399

WHEREAS, the City of Grand Island invited proposals for office/utility building construction, according to Request for Proposals on file with the Solid Waste Division of the Public Works Department; and

WHEREAS, on November 26, 2013 proposals were received, reviewed, and evaluated in accordance with established criteria; and

WHEREAS, Mehring Construction Company, LLC of , Grand Island, Nebraska submitted a proposal in accordance with the terms of the Request for Proposals and all statutory requirements contained therein and the City Procurement Code with the work performed at actual costs with a maximum of \$65,488.60.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the proposal of Mehring Construction Company, LLC of Grand Island, Nebraska for office/utility building construction is hereby approved.

BE IT FURTHER RESOLVED, that 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, December 17, 2013.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

| | |
|---------------------|-----------------|
| Approved as to Form | ☐ _____ |
| December 13, 2013 | ☐ City Attorney |



City of Grand Island

Tuesday, December 17, 2013

Council Session

Item G-25

#2013-400 - Approving Amendment No. 8 to the Agreement for Professional Engineering Services entitled "Wastewater Treatment Plant and Collection System Rehabilitation" with Black & Veatch

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

Council Agenda Memo

From: Marvin Strong PE, Wastewater Treatment Plant Engineer

Meeting: December 17, 2013

Subject: Approving Amendment No. 8 to the Agreement for Professional Engineering Services entitled "Wastewater Treatment Plant and Collection System Rehabilitation" with Black & Veatch

Item #'s: G-25

Presenter(s): Terry Brown PE, Manager of Engineering Services

Background

On October 11, 2011 City Council approved, by Resolution No. 2011-307 in the amount of \$1,121,160.00, the initial agreement with Black & Veatch for project management, collection system master planning and conceptual designs for the Northeast Interceptor sewer, Collection System rehabilitation and Wastewater Treatment rehabilitation. As presented to council, all final design and construction services necessary for this project would be added as an amendment to the initial agreement so that only essential services will be contracted.

On April 24, 2012 City Council approved, by Resolution No. 2012-111 Amendment No. 1, in the amount of \$1,910,075.00, to this agreement in continued design effort to finalize design and prepare bidding documents. Bidding documents in Amendment No. 1 included; Lift Station No. 7 Improvements, 4th to 5th Eddy to Vine, Northeast Interceptor Phase 1A, and 1B, South and West Collection System rehabilitation, and Wastewater Treatment Rehabilitation.

On August 28, 2012 City Council approved, by Resolution No. 2012-229 Amendment No. 2, in the amount of \$53,000.00, to this agreement. This amendment added Community Development Block Grant (CDBG) guideline provisions, as well as provided for construction engineering services for the Lift Station No. 7 Improvements and 4th Street to 5th Street; Eddy Street to Vine Street rehabilitation.

On November 13, 2012 City Council approved, by Resolution No. 2012-329 Amendment No. 3, in the amount of \$265,754.00, to this agreement. This amendment added construction engineering services and resident inspection during construction for the 5th

Street Sanitary Sewer Improvements, as well as for the South & West Sewer Interceptor Improvements with the consulting firm Black & Veatch of Kansas City, Missouri.

On February 12, 2013 City Council approved, by Resolution No. 2013-34 Amendment No. 4 in the amount of \$30,000 to this agreement. This amendment updated the Report on Revenue Requirements, Cost of Service and Rates for Wastewater completed in March 2011.

On February 12, 2013 City Council approved, by Resolution No. 2013-35 for Amendment No. 5 in the amount of \$451,896 to this agreement. This amendment provides preliminary design engineering services in Phase II of the North Interceptor Sewer planning, and final bidding documents for Phase II-B North Interceptor Sewer.

On May 14, 2013 City Council approved, by Resolution No. 2013-148 for Amendment No. 6 in the amount of \$719,617 to this agreement. This amendment allowed fee compensation for engineering services that were not specifically identified in the original design agreement; Consulting Engineering Construction Phase Services, and Resident Inspection During Construction for Phase I; North Interceptor Sewer Construction.

On May 14, 2013 City Council approved, by Resolution No. 2013-149 for Amendment No. 7 in the amount of \$1,878,450 to this agreement. This amendment provides for Consulting Engineering Construction Phase Services, Resident Inspection During Construction, and Integration Services for Headworks Improvements Construction with the consulting firm Black & Veatch of Kansas City, Missouri.

Discussion

With the approval of Amendment No. 8 to the Agreement for Professional Engineering Services entitled "Wastewater Treatment Plant and Collection System Rehabilitation", City staff, in conjunction with consulting engineer Black & Veatch and sub-consultant Olsson Associates, will proceed with Final Design Phase Services for North Interceptor Phase 2A and 2C (Broadwell Avenue to 7th/Sky Park Road & Lift Station No. 19 to Webb Road), as well as Bidding Phase Services for all 3 phases of the North Interceptor (Broadwell Avenue to 7th/Sky Park Road, Webb Road to Broadwell Avenue, and Lift Station No. 19 to Webb Road). Bidding Phase Services originally included in Amendment No. 5 for the North Interceptor will be deleted and combined with Amendment No. 8.

The cost increase for Amendment No. 8 is \$904,524.00, resulting in a revised agreement of \$7,334,476.00.

Alternatives

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

1. Move to.
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 by resolution the authorization to execute the Amendment No. 8 with Black & Veatch of Kansas City, Missouri for Professional Engineering Services entitled "Wastewater Treatment Plant and Collection System Rehabilitation".

Sample Motion

Move to approve the resolution.

**AMENDMENT NO. 8
TO AGREEMENT BETWEEN
CITY OF GRAND ISLAND
AND
BLACK & VEATCH CORPORATION
FOR PROFESSIONAL SERVICES
FOR
Consulting Engineering Services for the WWTP and Collection System Rehabilitation**

THIS IS AN AMENDMENT made as of _____, 2013 to the Agreement between City of Grand Island (OWNER) and Black & Veatch Corporation (ENGINEER) dated October 17, 2011, and entitled Consulting Engineering Services for the WWTP and Collection System Rehabilitation. OWNER and ENGINEER agree to amend such Agreement as follows:

ARTICLE 3 – SERVICES TO BE PERFORMED BY ENGINEER

The scope of services for this amendment includes the following services:

- 1. North Interceptor (Broadwell to 7th/Skypark Road - Phase 2A)** – Final Design Phase Services.
- 2. North Interceptor (LS 19 to Webb - Phase 2C)** – Final Design Phase Services.
- 3. North Interceptor (LS 19 to 7th/Skypark Road – Phases 2A, 2B, and 2C)** – Bidding Phase Services. Note – Task 3.8.2 Phase 2B Bidding Phase Services will be deleted from Amendment 5 and combined with this amendment.

The Scope of Services as described in Attachment A – Scope of Services shall be amended to include the following:

Task 3.7 – Final Design – North Interceptor (LS 19 to 7th/Skypark Road – Phase 2)

General

The scope of services for this Amendment includes engineering services in connection with detailed design and bidding of North Interceptor Sewer Phase 2A – Broadwell to 7th/Skypark Road and Phase 2C – LS 19 to Webb. Phase 2B final design services were included in Amendment 5. Phases 2A, 2B, 2C will be combined into one construction document package for bidding and construction. As outlined in this Amendment, the scope of services is based on the following additions, modifications, and/or changes to the North Interceptor:

Phase 2A – Broadwell to 7th/Skypark Road
Phase 2B – Webb to Broadwell (included in Amendment 5)
Phase 2C – LS 19 to Webb

Task 3.7.1 – 60% Contract Document Development

Task 3.7.1.1 - 60% Contract Documents Development Phase 2A

Objective: Prepare 60% contract documents for the construction of the improvements identified herein.

Subtasks:

1. Contract Plans and Specifications.

- a. Produce project drawings for Phase 2A to include:
 1. Title Sheet, (included in Phase 2B)
 2. Site Plans (included in Phase 2B)
 3. Legends and Symbols Lists (included in Phase 2B)
 4. Standard Detail Sheets, (included in Phase 2B)
 5. Construction Drawings, 6
 6. Plan and Profile Sheets, 27
 7. Ditch Rehabilitation Plans, 4
 8. Traffic Control Plans, 9
 9. Utility Crossing Detail Plans, 2
 10. Erosion Control Plan Sheets, 14
 11. Capital Avenue Roadway & Storm Sewer Plan and Profile Sheets, 6
 12. Lift Station #2, 4, 8, 10, 13 & 15 Sheets, 59

A total of approximately one hundred six (127) drawings are anticipated in the final set of drawings for Phase 2A. It is anticipated that drawings for Items 1.a.1,2,6,7,8,9, 11, and 12 will be submitted for review with the 60% review documents.

- b. Produce draft contract specifications document including: (1) OWNER standard “front-end” contract documents which include Table of Contents, Invitation to Bid, Instructions to Bidders, Bid Forms, Bond Forms, Certificate of Compliance with Fair Labor Standards, List of Subcontractors, Questionnaires, the Agreement, Nebraska Performance Bond, Nebraska Payment Bond, Insurance Certificates, General Conditions, Supplementary Conditions, and Exhibit A that lists the duties, responsibilities and limitations of the authority of the resident project representative, (2) OWNER's forms, (3) Division 1 specifications, and (4) technical specifications.
2. Quality Assurance/Quality Control Review. ENGINEER shall conduct an internal quality assurance/quality control review of the 60% contract documents.
 3. 60% Design Development Review Workshop. ENGINEER shall submit eight (8) copies of the 60% Design Contract Documents to the OWNER for review, one (1) electronic copy in PDF format, and attend one (1) half-day workshop at the Grand Island Olsson Associate office to review the documents with OWNER'S Staff. All preliminary plan sets will be on 11-inch by 17-inch size paper at half scale. ENGINEER shall provide an updated opinion of probable construction costs at the workshop prepared to AACE Class 3 Level.
 4. Easement Acquisition. ENGINEER shall complete items associated with the permanent and temporary easement acquisition for the tracts along the Phase 2A of the sanitary sewer route. It is anticipated that there are twelve (12) tracts with a total of eleven (11) individual landowners from which easements (one (1) temporary and one (1) permanent for each tract) will be required. Subtasks to be completed include:
 - a. ENGINEER shall prepare legal descriptions and tract drawings for the permanent and temporary easements required from each of the impacted tracts.
 - b. ENGINEER shall perform a title search and have an appraisal completed for each of the impacted tracts for use in the acquisition of the temporary and/or permanent easement.

A review appraisal will need to be completed for any tracts in which the easement value is in excess of \$10,000. It is anticipated that a total of five (5) review appraisals will need to be completed.

5. Lift Station Elimination Analysis and Design. ENGINEER will prepare plan and profile and detail drawings for gravity sewers between the Phase 2 North Interceptor and the existing lift stations to allow elimination of Lift Stations 2, 4, 8, 10, 13 and 15. Plans will include detailed connections for the existing lift stations and a decommissioning plan for each lift station. Lift Stations 2, 4, & 8 are located in the Phase 2B section of the North Interceptor. Lift Stations 10 & 13 are located in Phase 2A. Lift Stations 2, 4, 8, 10, 13 and 15 elimination will be included as bid alternate items in the bidding documents. Design will include site surveying and geotechnical borings and investigations required for final design in accordance with the Preliminary Design Scope of Services Task 3.6, Subtask 2 and 3 respectively in Amendment 5. A supplement to the Initial Site Assessment (ISA) will be prepared for Phase 2 in Task 3.6, Subtask 4.
6. Storm Water Management Plan. A stormwater management plan (SWMP) will be prepared for work along the Phase 2A route.. The SWMP will be prepared and a draft of the document will be included in the project specifications.
7. Construction Sequencing Plan. A construction sequencing plan will be prepared outlining the proposed timing and sequence of Phases 2A, 2B, and 2C. A project schedule and estimated capital expenditure schedule will be prepared including anticipated milestone, early start, and late start construction timeframes. The draft plan will be included with the 60% submittal and finalized for the 90% and Final submittals.
8. Traffic Control Plans. Plans will be prepared for the maintenance of traffic during construction of the project. The plans will be prepared in conformance with the latest edition of the Manual of Uniform Traffic Control Devices (MUTCD) and shall also be prepared under the direction of an American Traffic Safety Services Association (ATSSA) certified individual.

Task 3.7.1.2 - 60% Contract Documents Development Phase 2B (Included in Amendment 5)

Task 3.7.1.3 - 60% Contract Documents Development Phase 2C

Objective: Prepare 90% contract documents for the construction of the improvements identified herein.

Subtasks:

1. Contract Plans and Specifications.
 - a. Produce project drawings for Phase 2C to include:
 1. Title Sheet, (included with Phase 2B)
 2. Site Plans (included with Phase 2B)
 3. Legends and Symbols Lists, (included with Phase 2B)
 4. Standard Detail Sheets, (included with Phase 2B)
 5. Construction Drawings, 3
 6. Plan and Profile Sheets, 5
 7. Traffic Control Plans, 2
 8. Utility Crossing Detail Plans, 2
 9. Erosion Control Plan Sheets, 2

A total of approximately fourteen (14) drawings are anticipated in the final design drawings for Phase 2C. It is anticipated that drawings for Items a.1,2,6,7, and 8 will be submitted for review with the 60% review documents.

- b. Produce draft contract specifications document including: (1) OWNER standard "front-end" contract documents which include Table of Contents, Invitation to Bid, Instructions to Bidders, Bid Forms, Bond Forms, Certificate of Compliance with Fair Labor Standards, List of Subcontractors, Questionnaires, the Agreement, Nebraska Performance Bond, Nebraska Payment Bond, Insurance Certificates, General Conditions, Supplementary Conditions, and Exhibit A that lists the duties, responsibilities and limitations of the authority of the resident project representative, (2) OWNER's forms, (3) Division 1 specifications, and (4) technical specifications.
2. Quality Assurance/Quality Control Review. ENGINEER shall conduct an internal quality assurance/quality control review of the 60% contract documents.
3. 60% Design Development Review Workshop. ENGINEER shall submit eight (8) copies of the 60% Design Contract Documents to the OWNER for review, one (1) electronic copy in PDF format, and attend one (1) half-day workshop at the Grand Island Olsson Associate office to review the documents with OWNER'S Staff. All preliminary plan sets will be on 11-inch by 17-inch size paper at half scale. ENGINEER shall provide an updated opinion of probable construction costs at the workshop prepared to AACE Class 3 Level. Workshop will be in conjunction with Phase 2A and 2B 60% design workshop.
4. Easement Acquisition. ENGINEER shall complete items associated with the permanent and temporary easement acquisition for the tracts along the Phase 2C of the sanitary sewer route. It is anticipated that there are thirteen (13) tracts with a total of four (4) individual landowners from which easements (one (1) temporary and one (1) permanent for each tract) will be required. Subtasks to be completed include:

- a. ENGINEER shall prepare legal descriptions and tract drawings for the permanent and temporary easements required from each of the impacted tracts.
 - b. ENGINEER shall perform a title search and have an appraisal completed for each of the impacted tracts for use in the acquisition of the temporary and/or permanent easement. A review appraisal will need to be completed for any tracts in which the easement value is in excess of \$10,000. It is anticipated that a total of five (5) review appraisals will need to be completed.
5. Lift Station Elimination Design. ENGINEER will prepare plan and profile and detail drawings for gravity sewers between the Phase 2 North Interceptor and the existing lift station to allow elimination of Lift Stations 19. Plans will include detailed connections for the existing lift station and a decommissioning plan. Lift Stations 19 elimination will be included in the base bid of the bidding documents. Design will include site surveying and geotechnical investigations required for final design in accordance with the Preliminary Design Scope of Services Task 3.6, Subtask 2 and 3 respectively in Amendment 5.
 6. Storm Water Management Plan. A stormwater management plan (SWMP) will be prepared for work along the Phase 2C route.. The SWMP will be prepared and a draft of the document will be included in the project specifications.
 7. Traffic Control Plans. Plans will be prepared for the maintenance of traffic during construction of the project. The plans will be prepared in conformance with the latest edition of the Manual of Uniform Traffic Control Devices (MUTCD) and shall also be prepared under the direction of an American Traffic Safety Services Association (ATSSA) certified individual.

Task 3.7.2 – 90% Contract Document Development

Task 3.7.2.1 - 90% Contract Documents Development Phase 2A

Objective: Prepare 90% contract documents for the construction of the improvements identified herein.

Subtasks:

1. Contract Plans and Specifications.
 - a. Prepare 90% project drawings for Phase 2A.
It is anticipated that all drawings will be submitted for review with the 90% review documents.
 - b. Produce complete draft contract specifications document including: (1) OWNER standard “front-end” contract documents which include Table of Contents, Invitation to Bid, Instructions to Bidders, Bid Forms, Bond Forms, Certificate of Compliance with Fair Labor Standards, List of Subcontractors, Questionnaires, the Agreement, Nebraska Performance Bond, Nebraska Payment Bond, Insurance Certificates, General Conditions, Supplementary Conditions, and Exhibit A that lists the duties, responsibilities and limitations of the authority of the resident project representative, (2) OWNER’s forms, (3) Division 1 specifications, and (4) technical specifications.
2. Quality Assurance/Quality Control Review. ENGINEER shall conduct an internal quality assurance/quality control review of the 90% contract documents.

3. 90% Design Development Review Workshop. ENGINEER shall submit eight (8) copies of the 90% Design Contract Documents to the OWNER for review, one (1) electronic copy in PDF format, and attend one (1) half-day workshop at the Grand Island Olsson Associate office to review the documents with OWNER'S Staff. All preliminary plan sets will be on 11-inch by 17-inch size paper at half scale. ENGINEER shall provide an updated opinion of probable construction costs at the workshop prepared to AACE Class 2 Level.
4. Easement Acquisition. ENGINEER shall complete items associated with the permanent and temporary easement acquisition for the tracts along the Phase 2A of the sanitary sewer route.
 - a. ENGINEER shall assist the OWNER in the negotiations for the acquisition of the temporary and/or permanent easements. ENGINEER will prepare the easement documents, present, explain offers, answer related questions and secure signatures from interested parties. ENGINEER will attempt to meet with each property owner (assumed eleven (11) property owners). Three (3) meetings are anticipated with each property owner.
 - b. ENGINEER will perform the ROW negotiation services in accordance with the OWNER'S procedures. The goal will be to acquire the necessary right-of- way through amicable negotiations. If condemnation is required, ENGINEER will deliver the parcel files to the OWNER and be available for consultation or condemnation testimony.
 - c. ENGINEER will submit signed purchase agreements, deeds, and temporary easements, along with a payment transmittal letter to OWNER. The OWNER will approve all signed purchase agreements and easement documents and will make payments to each property owner and tenant, if necessary. OWNER will record the deeds at the County Courthouse in the county of the affected properties, and provide copies of the recorded documents and payment vouchers or checks to the ENGINEER in order to complete the acquisition file.

Task 3.7.2.2 - 90% Contract Documents Development Phase 2B (Included in Amendment 5)

Task 3.7.2.3 - 90% Contract Documents Development Phase 2C

Objective: Prepare 90% contract documents for the construction of the improvements identified herein.

Subtasks:

1. Contract Plans and Specifications.
 - a. Prepare project drawings for Phase 2C.
It is anticipated that all drawings will be submitted for review with the 90% review documents.
 - b. Produce complete draft contract specifications document including: (1) OWNER standard "front-end" contract documents which include Table of Contents, Invitation to Bid, Instructions to Bidders, Bid Forms, Bond Forms, Certificate of Compliance with Fair Labor Standards, List of Subcontractors, Questionnaires, the Agreement, Nebraska Performance Bond, Nebraska Payment Bond, Insurance Certificates, General Conditions, Supplementary Conditions, and Exhibit A that lists the duties, responsibilities and limitations of the authority of the resident project representative, (2) OWNER's forms, (3) Division 1 specifications, and (4) technical specifications.
2. Quality Assurance/Quality Control Review. ENGINEER shall conduct an internal quality assurance/quality control review of the 90% contract documents.
3. 90% Design Development Review Workshop. ENGINEER shall submit eight (8) copies of the 90% Design Contract Documents to the OWNER for review, one (1) electronic copy in PDF format, and attend one (1) half-day workshop at the Grand Island Olsson Associate office to review the documents with OWNER'S Staff. All preliminary plan sets will be on 11-inch by 17-inch size paper at half scale. ENGINEER shall provide an updated opinion of probable construction costs at the workshop prepared to AACE Class 2 Level. Workshop will be conducted in conjunction with the Phase 2A and 2B workshop.
4. Easement Acquisition. ENGINEER shall complete items associated with the permanent and temporary easement acquisition for the tracts along the Phase 2C of the sanitary sewer route.
 - a. ENGINEER shall assist the OWNER in the negotiations for the acquisition of the temporary and/or permanent easements. ENGINEER will prepare the easement documents, present, explain offers, answer related questions and secure signatures from interested parties. ENGINEER will attempt to meet with each property owner (assumed four (4) property owners). Three (3) meetings are anticipated with each property owner.
 - b. ENGINEER will perform the ROW negotiation services in accordance with the OWNER'S procedures. The goal will be to acquire the necessary right-of-way through amicable negotiations. If condemnation is required, ENGINEER will deliver the parcel files to the OWNER and be available for consultation or condemnation testimony.

- c. ENGINEER will submit signed purchase agreements, deeds, and temporary easements, along with a payment transmittal letter to OWNER. The OWNER will approve all signed purchase agreements and easement documents and will make payments to each property owner and tenant, if necessary. OWNER will record the deeds at the County Courthouse in the county of the affected properties, and provide copies of the recorded documents and payment vouchers or checks to the ENGINEER in order to complete the acquisition file.

Task 3.7.3 – Final Contract Documents

Task 3.7.3.1 - Final Contract Documents Phase 2A

Objective: Finalize contract documents for the construction of the PROJECT by a single General Contractor bidding on a unit price basis.

Subtasks:

1. Contract Plans and Specifications. Integrate OWNER and internal quality control comments into contract documents to finalize bidding documents. Submit four (4) sets of documents including specifications, half size (11"x17"), and full sized plans (22"x34"), two (2) electronic copies in PDF format, and two (2) electronic copies of the drawings in AutoCAD 2008 format.
2. Prepare Final Opinion of Probable Construction Cost. Prepare final opinion of probable construction cost based on bidding documents to AACE Class 2 Level detail. ENGINEER shall use past project experience, equipment manufacturer's quotes, and internal cost information to develop opinion of cost.
3. Obtain Project Approvals. ENGINEER shall assist in obtaining approval from the governmental authorities having jurisdiction over the design criteria of the PROJECT, consisting of any required correspondence and the attendance of one (1) meeting, if required, with the appropriate governmental agencies. ENGINEER shall prepare sealed documents for review by NDEQ.

Task 3.7.3.2 - Final Contract Documents Phase 2B (Additional Services)

The final design of Phase 2B was included in Amendment 5, however the following scope item is added to this amendment as follows:

Objective: Coordinate with the Nebraska Department of Administrative Services (NEDAS) on the landscaping plan and the improvements to the fencing and sidewalk at the Anderson Building as part of the easement/right-of-way acquisition

Subtasks:

1. Nebraska Department of Administrative Services Coordination. Coordinate with NEDAS on any needed modifications to the landscaping plan and windbreak tree plan that was previously prepared. Coordinate with NEDAS on any needed revisions to the fence and sidewalk relocation for the Anderson Building. Assist NEDAS on securing contractors and providing some minor direction during construction. Provide staking for landscaping plan, new fence location, and new sidewalk location.

Task 3.7.3.3 - Final Contract Documents Phase 2C

Objective: Finalize contract documents for the construction of the PROJECT by a single General Contractor bidding on a unit price basis.

Subtasks:

2. Contract Plans and Specifications. Integrate OWNER and internal quality control comments into contract documents to finalize bidding documents. Submit four (4) sets of documents including specifications, half size (11"x17"), and full sized plans (22"x34"), two (2) electronic copies in PDF format, and two (2) electronic copies of the drawings in AutoCAD 2008 format.
3. Prepare Final Opinion of Probable Construction Cost. Prepare final opinion of probable construction cost based on bidding documents to AACE Class 2 Level detail. ENGINEER shall use past project experience, equipment manufacturer's quotes, and internal cost information to develop opinion of cost.
4. Obtain Project Approvals. ENGINEER shall assist in obtaining approval from the governmental authorities having jurisdiction over the design criteria of the PROJECT, consisting of any required correspondence and the attendance of one (1) meeting, if required, with the appropriate governmental agencies. ENGINEER shall prepare sealed documents for review by NDEQ.

Task 3.8 – Bidding Phase Services – North Interceptor (LS 19 to 7th/Skypark Road – Phase 2)

Objective: Provide bidding phase support services to the OWNER during advertisement of Phase 2 of the North Interceptor (LS 19 to 7th/Skypark Road) project.

Subtasks:

1. Distribute Documents. Assist the OWNER in establishing a bid opening date and distribute project drawings and contract specifications in accordance with OWNER's procedures to all interested parties and clearinghouses. Document distribution may be on a third-party plan distribution website as approved by OWNER.
2. Pre-Bid Conference. Assist with, at a date and time selected and a place provided by OWNER, a pre-bid conference to:
 - a. Instruct prospective bidders and suppliers as to the types of information required by the Contract Documents and the format in which bids should be presented.
 - b. Review special project requirements and Contract Documents in general.
 - c. Receive requests for interpretations that will be issued to plan holders.
 - d. OWNER personnel will prepare minutes of conference and issue to plan holders.
3. Answer Bidders Questions. Interpret questions from prospective bidders regarding the construction Contract Documents (assumed 40 hours total)
4. Prepare and Issue Addenda. Prepare addenda (2 assumed) to the construction Contract Documents when required. OWNER will issue any addenda to plan holders.
5. Evaluate Bids and Recommend Award.
 - a. Assist the OWNER in reviewing the bids for completeness and accuracy.
 - b. Examine the questionnaire to identify any supplier whose equipment or materials may not conform to the construction Contract Documents. The list of subcontractors will also be reviewed.
 - c. Prepare and distribute formal bid tabulation sheets, evaluate bids, and make written recommendations to OWNER concerning qualifications of the apparent low bidder.
 - d. Assistance with bid protests and rebidding will be considered a supplemental service.

Task 3.8.2 – Bidding Phase Services Phase 2B (Included in Amendment 5) – Delete this task in its entirety.

Task 3.9.1 – Construction Phase Services – North Interceptor (LS 19 to 7th/Skypark Road – Phase 2) (To be included in a future amendment)

Task 3.9.2 – Resident Inspection Services during Construction – North Interceptor (LS 19 to 7th/Skypark Road – Phase 2) (To be included in a future amendment)

ARTICLE 4 – COMPENSATION

4.1 The total amount of payments for services and Reimbursable Expenses in accordance with Attachment B-1, Compensation shall be changed from \$6,429,952 to \$7,334,476,231,872 representing an increase of \$904,524,801,920. The estimated fee for each task is as follows:

Task 3.7 Final Design Services – North Interceptor (LS 19 to 7th/Skypark Road – Phases 2A and 2C) \$886,937,784,333

Task 3.8 Bidding Phase Services – North Interceptor (LS 19 to 7th/Skypark Road – Phase 2) \$35,852

Delete Task 3.8.2 Bidding Phase Services – North Interceptor (Webb to Broadwell – Phase 2B) in Amendment 5 (\$18,265).

All other provisions of the Agreement shall remain the same.

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment as of the day and year first above written.

OWNER:

ENGINEER:

CITY OF GRAND ISLAND, NEBRASKA

BLACK & VEATCH CORPORATION

By: _____

By: _____

Title: _____

Title: _____

RESOLUTION 2013-400

WHEREAS, on October 11, 2012 Grand Island City Council, by Resolution No. 2011-307, approved the consulting agreement with Black & Veatch of Kansas City, Missouri; for project management, collection system master planning and conceptual designs for the Northeast Interceptor sewer, Collection System rehabilitation and Wastewater Treatment rehabilitation in the amount of \$1,121,160.00; and

WHEREAS, on April 24, 2012 Grand Island City Council, by Resolution No. 2012-111, approved Amendment No. 1 allowed for the continuation of the design effort to final design and bidding, in the amount of \$1,910,075.00; and

WHEREAS, on August 28, 2012 Grand Island City Council, by Resolution No. 2012-229, approved Amendment No. 2 to add CDBG guideline provisions, and provided for construction engineering services for the Lift Station No. 7 Improvements and 4th Street to 5th Street; Eddy Street to Vine Street rehabilitation, in the amount of \$53,000; and

WHEREAS, on November 13, 2012 Grand Island City Council, by Resolution No. 2012-329, approved Amendment No. 3 allowed for construction engineering services and resident inspection during construction for the 5th Street Sanitary Sewer Improvements, as well as for the South & West Sewer Interceptor Improvements with the consulting firm Black & Veatch of Kansas City, Missouri, in the amount of \$265,754.00; and

WHEREAS, on February 12, 2013 Grand Island City Council, by Resolution No. 2013-34, approved Amendment No. 4 allowed for the review to the "Report on Revenue Requirements, Cost of Service and Rates for Wastewater", in the amount of \$30,000; and

WHEREAS, on February 12, 2013 Grand Island City Council, by Resolution No. 2013-35, approved Amendment No. 5 allowed preliminary design engineering services in Phase II of the North Interceptor Sewer planning, and final bidding documents for Phase II-B North Interceptor Sewer with the consulting firm Black & Veatch of Kansas City, Missouri in the amount of \$451,896; and

WHEREAS, on May 14, 2013 Grand Island City Council, by Resolution No. 2013-148, approved Amendment No. 6 allowed fee compensation in engineering services that were not specifically identified in the original design agreement; Consulting Engineering Construction Phase Services, and Resident Inspection During Construction for Phase I; North Interceptor Sewer Construction, in the amount of \$719,617.00; and

WHEREAS, on May 14, 2013 Grand Island City Council, by Resolution No. 2013-149, approved Amendment No. 7, which provides for Consulting Engineering Construction Phase Services, Resident Inspection During Construction and Integration Services for Headworks Improvements Construction with the consulting firm Black & Veatch of Kansas City, in the amount of \$1,878,450.00; and

| | |
|---------------------|-----------------|
| Approved as to Form | ☐ _____ |
| May 14, 2013 | ☐ City Attorney |

WHEREAS, Amendment No. 8 will proceed with Final Design Phase Services for North Interceptor Phase 2A and 2C (Broadwell Avenue to 7th/Sky Park Road & Lift Station No. 19 to Webb Road), as well as Bidding Phase Services for all 3 phases of the North Interceptor (Broadwell Avenue to 7th/Sky Park Road, Webb Road to Broadwell Avenue, and Lift Station No. 19 to Webb Road). Bidding Phase Services originally included in Amendment No. 5 for the North Interceptor will be deleted and combined with Amendment No. 8; and

WHEREAS, the agreement cost increase for Amendment No. 8 is \$904,524.00, resulting in a revised agreement cost of \$7,334,476.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that such Amendment No. 8 to the agreement with Black & Veatch of Kansas City, Missouri is hereby approved.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to execute such Amendment No. 8 on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, December 17, 2013.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, December 17, 2013

Council Session

Item G-26

**#2013-401 - Approving Continuation of Drainage Improvement
District No. 2013-D-4; Westgate Subdivision**

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

Council Agenda Memo

From: Keith Kurz PE, Public Works Engineer

Meeting: December 17, 2013

Subject: Approving Continuation of Drainage Improvement District No. 2013-D-4; Westgate Subdivision

Item #'s: G-26

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

Background

Drainage Improvement District No. 2013-D-4 was created by City Council on October 22, 2013. Legal notice of the creation of the District was published in the Grand Island Independent on October 28, 2013. A notification letter of the district creation was mailed to all affected property owners.

The District will be made up of the north half of Gold Road east to Claude Road and is shown on the attached exhibit. The project would consist of running a pipe along Gold Road and outletting to the existing drainage ditch to drain property within the district boundary which currently does not drain. Property owners in this area have signed the district creation petition form.

The assessment to the property owners within the district will be based on contributing area. Because all of the lots included in this district contribute to the drainage creating the problem, the assessment distribution will be based on each property owner's lot size relative to the whole district area. If owner "A" owns a one (1) acre parcel within a ten (10) acre district, owner "A" will pay 10% of the project cost as owner "A's" land creates 10% of the runoff.

Discussion

The district completed the 30-day protest period at 5:00 p.m., Monday, December 2, 2013, with one protest being filed against this district. The protest filed represents 1.03 acres of 15.68 total acres, resulting in a 6.5% area against the continuation of such district.

The construction of this Drainage Improvement District is budgeted in the 2013/2014 fiscal year Capital Improvement Projects 400 Fund. Construction costs will be assessed to the properties within the district, based on contributing area. Because all of the lots included in this district contribute to the drainage creating the problem, the assessment distribution will be based on each property owner's lot size relative to the whole district area. If owner "A" owns a one (1) acre parcel within a ten (10) acre district, owner "A" will pay 10% of the project cost as owner "A's" land creates 10% of the runoff.

Alternatives

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

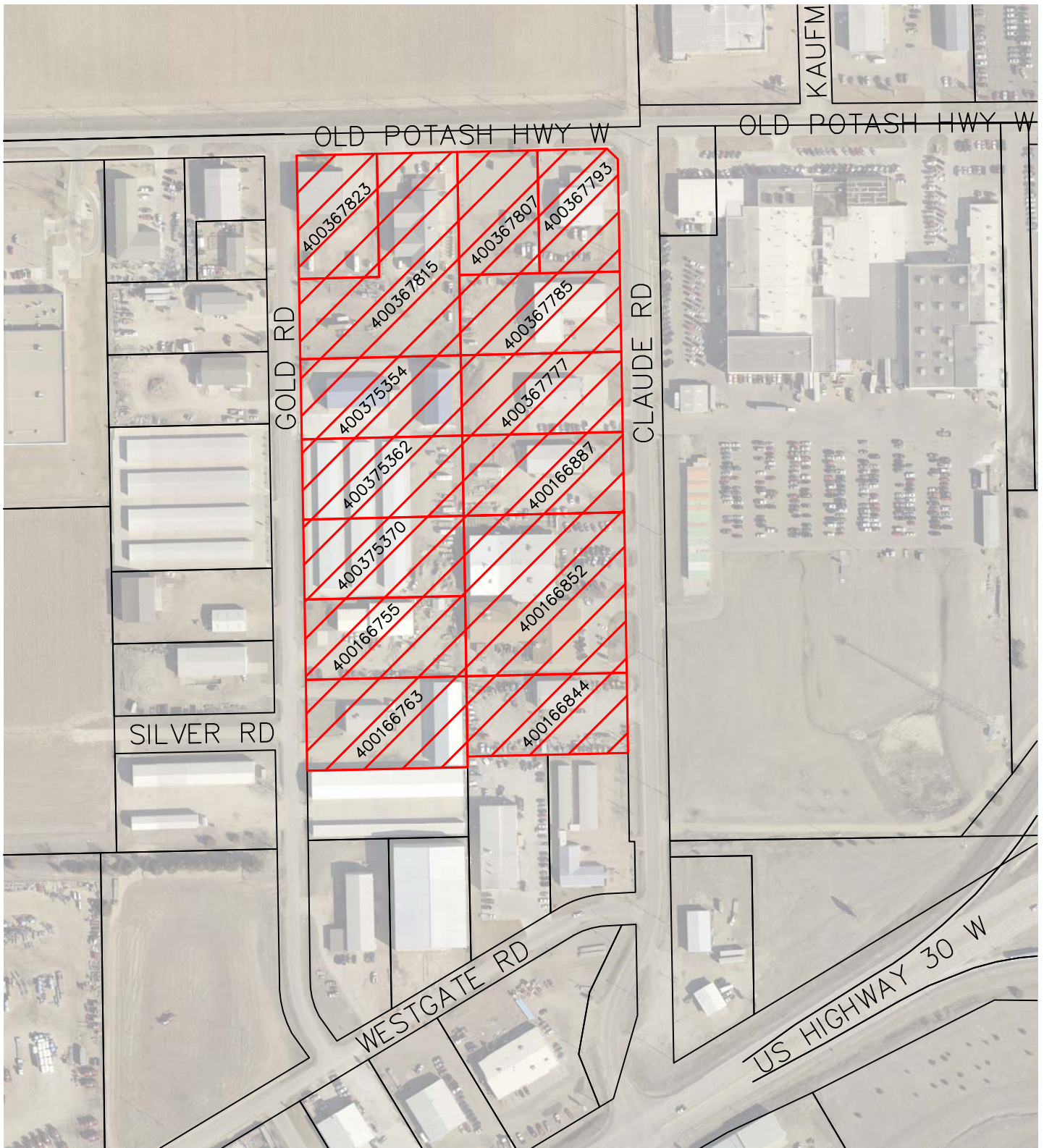
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council approve the continuation of Drainage Improvement District No. 2013-D-4; Westgate Subdivision.

Sample Motion

Move to approve the continuation of Drainage Improvement District No. 2013-D-4.



= PROPOSED DRAINAGE DISTRICT 2013-D-4



| |
|------------------|
| DATE: 10/14/2013 |
| DRAWN BY: TJY |
| APPVD. BY: |
| SCALE: NONE |

WESTGATE DRAINAGE PROPOSED
DISTRICT 2013-D-4

PLAN
/

RESOLUTION 2013-401

WHEREAS, Drainage Improvement District No. 2013-D-4; Westgate Subdivision, was created by Ordinance No.9457 on October 22, 2013; and

WHEREAS, notice of the creation of such drainage 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 thirty 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 December 2, 2013, with one protest being filed against this District; and

WHEREAS, the protest filed represents 1.03 acres of the total 15.68 acres within the district, resulting in a 6.5% area against the continuation of such district.

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 Drainage Improvement District No. 2013-D-4, therefore such district shall be continued and constructed according to law.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, December 17, 2013.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

| | |
|---------------------|-----------------|
| Approved as to Form | ☐ _____ |
| December 13, 2013 | ☐ City Attorney |



City of Grand Island

Tuesday, December 17, 2013

Council Session

Item G-27

#2013-402 - Approving Authorization for Emergency Sanitary Sewer Repairs on Sycamore Street and Adjoining Alley (Between 21st Street and 22nd Street)

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

Council Agenda Memo

From: Marvin Strong PE, Wastewater Plant Engineer

Meeting: December 17, 2013

Subject: Approving Authorization for Emergency Sanitary Sewer Repairs on Sycamore Street and Adjoining Alley (Between 21st Street and 22nd Street)

Item #'s: G-27

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

Background

Emergency sanitary sewer repairs were needed for a collapsed sanitary sewer line in Sycamore Street and the adjoining alley, between 21st Street and 22nd Street.

Since the beginning of calendar year 2013 there have been five (5) sanitary sewer collapses in the collection system.

- West end of Seedling Mile Access Road (part of the North Interceptor) - \$63,192.94
- East end of 7th Street/4th Street/Sky Park Road (part of the North Interceptor) - \$59,462.96
- Sycamore Street (in the street between 21st Street & 22nd Street) - \$71,570.56
- Sycamore Street (in alley between 21st Street & 22nd Street) - \$16,194.17
- *Sycamore Street (in alley between 21st Street & 22nd Street) – \$2,500.00 - Approximate cost of this repair, which requires slip lining due to a crack in the line. Johnson TV has been contacted for such work, as City staff doesn't have the ability to cut out the necessary tap in the line

Actual costs of \$210,420.63 to date, with an approximate cost of \$2,500.00 for the final Sycamore Street alley repair, equates to a total cost of \$212,920.63.

Discussion

Van Kirk Bros. Contracting of Sutton, Nebraska was hired by providing a quote of \$46,760.00 to effect the necessary emergency repairs. Contact was made with two other contractors, The Diamond Engineering Company of Grand Island, Nebraska who submitted a quote of \$62,885.00 and O'Hara Plumbing Company of Grand Island, Nebraska who was not available to do the work.

Van Kirk Bros. Contracting will be paid based on actual time and materials incorporated into the repair work, invoice summary is included for reference. Since the total is over \$20,000.00 council approval is necessary. We are requesting permission to use the emergency procurement procedures as outlined in Section 27-13 of the City Code.

Summary of total costs included in this repair are shown in the following table.

| <i>Vendor</i> | <i>Item</i> | <i>Price</i> |
|---|--|---------------------------|
| Van Kirk Bros. Contracting | | |
| | Sycamore Street Repairs | \$22,500.00 |
| | New Manhole in Sycamore Street | \$22,555.00 |
| | Concrete | \$21,780.93 |
| | High Early Cement | \$2,238.46 |
| | Alley Repair Between 21 st St & 22 nd St | \$15,890.00 |
| | Deduct 6" Concrete Driveway | \$(2,192.00) |
| <i>Van Kirk Bros. Contracting Total</i> | | <i>\$82,772.39</i> |
| Kelly Supply Company | | |
| | Aluminum Couplings | \$300.82 |
| | Discharge Hose | \$3,735.60 |
| | Clamps | \$380.16 |
| | Thread Sealant | \$29.25 |
| | Adapter | \$146.15 |
| | Plastic Pipe | \$179.04 |
| <i>Kelly Supply Company Total</i> | | <i>4,771.02</i> |
| Menards | | |
| | Fencing | \$47.76 |
| | Lumber & Screws | \$37.12 |
| <i>The Island Supply Company Total</i> | | <i>\$84.88</i> |
| Ace Hardware | | |
| | Chain Links | \$136.44 |
| <i>Kelly Supply Company Total</i> | | <i>\$136.44</i> |
| <i>Grand Total</i> | | <i>\$87,764.73</i> |

The quotes obtained from the contractors did not include the new manhole and additional concrete work in Sycamore Street. It wasn't known that the manhole needed to be replaced until the repairs began and Van Kirk Bros. Contracting dug down to the bottom of the manhole.

Alternatives

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

1. Move to approve

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

Recommendation

City Administration recommends that the Council approve usage of the City's Emergency Procurement Procedures and pass a resolution authorizing payment of the vendors listed with the corresponding amounts for the necessary sanitary sewer main repairs.

Sample Motion

Move to approve the usage of the City's Emergency Procurement Procedures and authorize payment of the vendors listed with the corresponding amounts for the necessary sanitary sewer main repairs.

R E S O L U T I O N 2013-402

WHEREAS, the Wastewater Division of the Public Works Department needed to perform an emergency sanitary sewer repair on Sycamore Street and adjoining alley (between 21st Street and 22nd Street); and

WHEREAS, permission is requested to use the emergency procurement procedures as outlined in Section 27-13 of the City Code; and

WHEREAS, Van Kirk Bros. Contracting of Sutton, Nebraska has been hired to do said repairs, with a quote of \$46,760.00; and

WHEREAS, two other contractors were contacted for quotes, The Diamond Engineering Company of Grand Island, Nebraska who submitted a quote of \$62,885.00 and O'Hara Plumbing Company of Grand Island, Nebraska who was not available to do the work; and

WHEREAS, such repairs consisted of the following expenses:

| <i>Vendor</i> | <i>Item</i> | <i>Price</i> |
|----------------------------|--|--------------------|
| Van Kirk Bros. Contracting | | |
| | Sycamore Street Repairs | \$22,500.00 |
| | New Manhole in Sycamore Street | \$22,555.00 |
| | Concrete | \$21,780.93 |
| | High Early Cement | \$2,238.46 |
| | Alley Repair Between 21 st St & 22 nd St | \$15,890.00 |
| | Deduct 6" Concrete Driveway | \$(2,192.00) |
| | <i>Van Kirk Bros. Contracting Total</i> | <i>\$82,772.39</i> |
| Kelly Supply Company | | |
| | Aluminum Couplings | \$300.82 |
| | Discharge Hose | \$3,735.60 |
| | Clamps | \$380.16 |
| | Thread Sealant | \$29.25 |
| | Adapter | \$146.15 |
| | Plastic Pipe | \$179.04 |
| | <i>Kelly Supply Company Total</i> | <i>4,771.02</i> |
| Menards | | |
| | Fencing | \$47.76 |
| | Lumber & Screws | \$37.12 |
| | <i>The Island Supply Company Total</i> | <i>\$84.88</i> |
| Ace Hardware | | |
| | Chain Links | \$136.44 |
| | <i>Kelly Supply Company Total</i> | <i>\$136.44</i> |
| Grand Total | | \$87,764.73 |

| |
|--|
| Approved as to Form <input type="checkbox"/> _____ December 13, 2013 <input type="checkbox"/> City Attorney |
|--|

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the sanitary sewer repair on Sycamore Street and adjoining alley (between 21 Street and 22nd Street), in the total amount of \$87,764.73 is hereby approved; with payments detailed herein to the vendors listed with the corresponding amounts.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, December 17, 2013.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, December 17, 2013

Council Session

Item G-28

**#2013-403 - Approving Addendum #3 Scope of Services for
Website Development with Vision Internet**

Staff Contact: Wendy Meyer-Jerke

Council Agenda Memo

From: Wendy Meyer-Jerke, Public Information Officer

Meeting: December 17, 2013

Subject: City Website Addendum #3 for Scope of Services with Vision Internet

Item #'s: G-28

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

Background

The current City of Grand Island website, www.grand-island.com, was rebuilt in 2009 by Vision Internet, of Santa Monica, California, and is currently hosted by Vision Internet. Vision Internet was founded in 1995 and specializes in city and county government website builds and redevelopments. The website is currently maintained and updated by over 50 City of Grand Island employees.

Although the City's current website allows for many interactive features including e-notifications, online forms, registrations, bill pay, and live video streaming, it does have technology limitations and is in need of a Content Management System (CMS) upgrade. The CMS is the system that employees use to make updates to pages and navigate the site.

Discussion

The proposed Addendum #3 Scope of Services for www.grand-island.com is to the Website Development and Maintenance Services agreement dated Feb. 10, 2009. This addendum is for an upgrade to the website's CMS #4 to CMS #6, or the advanced visionCMS. The Addendum has been reviewed and approved by the City's Legal Department.

The latest visionCMS platform includes many enhancements and interactive features including but not limited to: page template builder, drag and drop concept for creating pages, backend dashboard, broken link reporter, scheduled content review, enhanced user interface, facilities reservations and directory, audio and video embedding, OneClick Social Networking tool, Google Translation Integration, dynamic font resizing and reader download links, and iOS friendly editing.

The Addendum #3 is for \$18,500 to cover the scope of services to perform the visionCMS upgrade.

Alternatives

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

1. Move to approve the renewal of the website hosting agreement with Vision Internet.
2. Deny the renewal of the website hosting agreement with Vision Internet.
3. Take no action on the contract renewal.

Recommendation

City Administration recommends city council approve Addendum #3 Scope of Services with Vision Internet for an upgrade to the City's website to the latest visionCMS upgrade.

Sample Motion

Move to approve the Addendum #3 Scope of Services for the City's website between the City of Grand Island and Vision Internet.



Addendum #3

This Addendum #3 ("Addendum") specifies additional work to the Website Development, Hosting and Maintenance Services Terms and Conditions dated February 10, 2009 ("Agreement"). City of Grand Island, NE ("Client") desires Vision Internet Providers, Inc. ("Contractor") to perform work specified in Addendum #3 Scope of Services ("Scope"), attached hereto and incorporated herein by this reference.

1. Price: Contractor agrees to perform work in Scope for \$18,500.
 - A. Client agrees to pay Contractor as follows:
 - (i) An initial payment equal to 50% of the total cost;
 - (ii) A payment equal to 50% of the total cost upon completion of work in Scope.
2. Contractor will provide Client annual subscription services as defined in the visionLive™ Subscription Services Agreement, attached hereto and incorporated herein by this reference.

AGREED:

CITY OF GRAND ISLAND, NE

DATE: _____ By: _____

Print Name _____ Print Title _____

VISION INTERNET PROVIDERS, INC.

DATE: 6/23/13 By: _____

STEVEN CHAPIN Title: President

Client's Initials _____

Contractor's Initials SC



Addendum #3 Scope of Services

visionCMS™ Platform Upgrade

Because the City of Grand Island is already a client, we can provide a cost effective upgrade to our advanced visionCMS™, retaining much of the functionality of your current site while providing many new features.

The latest visionCMS™ platform includes many enhancements and features that were created in direct response to suggestions from clients like you. We are excited to be able to offer even more advanced tools to allow for greater flexibility for website administrators.

Highlights include:

- **Page template builder** for creating new layouts on the fly.
- **Departmental page restrictions** so that you can control staff access to individual page templates.
- **Drag & drop** for uploading and sorting pictures, files, and documents in one simple step.
- **Personal toolbars** making it easy for your staff to access frequently used features with one click.
- **Backend dashboard** so that users can oversee site activity and tailor their workspace to their unique needs.
- **In-page editing** for updating content from a front-end view.
- **iOS friendly editing** to allow basic page editing on mobile devices like the iPad and iPhone.

A list of features in this version can be found in Attachment 1 to the Subscription Services Agreement.

While the most important tools and functions carry over to the new version, not all functionality from your current content management system will be identical in the new .NET version. We will do everything reasonably possible to ensure at least 95% similarity between your current design and that of the new site. Please note:

- If your staff has created customizations to the site files or database, they will not carry over to the new visionCMS™. Your staff may be responsible for identifying any customizations they have made and implementing them in the new system.
- The Approval Cycle component and the customization that enables events to expire by time instead of date will carry over.
- The listed price is valid for ninety (90) days after receipt of this document, provided no new components or customizations are added to your current site.

Client's Initials _____

Contractor's Initials SC



- We will migrate your existing content to the new site except from the Form Tool. The Form Tool has been revamped, and the City will need to recreate any entries currently used.

Project Notes

N/A

Contact

Questions regarding the above mentioned item can be referred to Account Manager Jeff Pook.

Client's Initials_____

Contractor's Initials JP

visionLive™ Subscription Services Agreement
Vision Internet Providers Incorporated
Account Terms and Conditions

These Terms and Conditions, and any addendum attached hereto, represents the complete agreement and understanding ("Agreement") between Vision Internet Providers Inc. ("Vision Internet"), a California corporation, and CITY OF GRAND ISLAND (the "Client"), and supersedes any other written or oral agreement with regard to the Subscription Services provided for herein. Client and Vision Internet are sometimes individually referred to as "Party" and collectively as "Parties."

1. Ongoing Service Provisions

Pursuant to the terms herein, Vision Internet agrees to provide Hosting Services, Upgrade Services, and Support Services (collectively "Subscription Services") as provided below for the Client's website, which utilizes Vision Internet's Vision Content Management System ("VCMS") developed under a prior or concurrent agreement by and between Vision Internet and Client ("Website Development Agreement"). To the extent that the Website Development Agreement and/or any other prior agreement entered into by and between Vision Internet and Client conflicts with this Agreement, then the terms and conditions of this Agreement shall supersede, replace, and amend any and all conflicting provisions of such prior agreement. Vision Internet will provide Subscription Services to the Client in exchange for payment of fees and compliance with the terms and conditions of this Agreement. Subscription Services include the following:

(a) **Hosting Services**

Vision Internet will provide shared website hosting on a Microsoft Windows Server and shared database hosting on a Microsoft SQL Server for one (1) unique domain.

(b) **Upgrade Services**

Vision Internet will provide Upgrade Services which include:

- Enhancements to the backend VCMS functionality.
- Enhancements to the Included Interactive Components that were developed under the Website Development Agreement or other prior agreement entered into by and between Vision Internet and Client.
- New Interactive Components released from time to time according to the visionLive™ Roadmap ("Roadmap").
- Bug fixes to the VCMS code.
- Updates to provide compatibility to future versions of Supported Web Browsers (as defined below) within three months of their release. Compatibility with previous versions of Supported Web Browsers is not guaranteed.

Client understands and agrees that the Supported Web Browsers for the frontend of the website currently are Firefox, Internet Explorer, Chrome, and Safari. Client understands and agrees that Supported Web Browsers for the backend of the website currently are the latest released versions at the time of Completion of Firefox and Internet Explorer. Client understands and agrees that Supported Web Browsers for visionMobile™ currently are iOS Safari, Android Chrome, and Windows Phone 7 Internet Explorer. All of the web browsers listed in this paragraph, and any others added by Vision Internet at its discretion are herein referred to collectively as the "Supported Web Browsers".

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Client's Initials _____

Vision Internet's Initials JI

To receive the Upgrade Services, a non-interrupted Subscription Services Agreement must be in place from time of website launch and the VCMS code must be unmodified.

Upgrade Services do not include:

- Optional Interactive Components.
- Modules, Programs, or Software Applications.
- Conversion to new platforms.
- Modification of third-party products.
- Updates to provide compatibility to third-party products, except for those included in VCMS.
- Upgrades that require modification to website design.
- System configuration, website content editing and/or formatting, website design, custom data updates, etc.

(c) **Support Services**

Support Services is defined as technical support for the unmodified VCMS. Vision Internet will provide Support Services to a designated Client account manager, system administrator or webmaster. Technical support is generally available by email and telephone from 6:00 AM to 6:00 PM Pacific Time Monday through Friday excluding holidays ("Business Hours"), with emergency support available 24 hours a day, 7 days a week. An emergency is defined as the website being down for more than ten (10) minutes.

(d) **Redesign Services**

At the conclusion of year two of an uninterrupted Subscription Services agreement, the Client will be entitled to a basic graphic redesign of one (1) website. Subsequently thereafter, Client shall be entitled to a basic graphic redesign of one (1) website at the conclusion of every fourth year of an uninterrupted Subscription Services agreement. Basic graphic redesign does not include Design Themes. Services shall include:

- Project Management
- Wireframe Development
- Graphic Design Development with one preliminary concept
- Graphic Production


Vision Internet will not develop a sitemap or new content as part of the redesign, but will assist the Client in transferring existing content into the new design

2. Fees

Rate: \$6,600 per year payable to Vision Internet in U.S. funds in advance, which rate shall be increased by three percent (3%) per year, for each year of the Initial Term (defined below), and any and all renewal terms, as provided in Section 3 below. Vision Internet shall invoice Client annually within thirty days of start of service or any renewal term as defined below. Any services not covered in this Agreement will be subject to additional fees and will be considered extra work ("Extra Work"). Extra Work will be billed at Vision Internet's prevailing hourly rates, which are currently as follows: HTML Programming, Content Migration, \$85/hr; Graphic Production \$95/hr; Quality Assurance, Testing, Debugging, Technical Support, Webmaster Services, \$105/hr; Consulting, Project Management, Database Design, Dynamic Programming, \$135/hr; Graphic Design, Training, \$125/hr. Client shall be responsible for any or all additional fees including, without limitation: software, applications, online promotion, marketing, copy writing, redesign, change orders, mailings, and fees to any third party vendors if applicable. Calls outside of Business Hours not deemed an

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Client's Initials _____

Vision Internet's Initials 

emergency as defined above will be subject to a minimum fee of \$135.

3. Term

The Subscription Services will begin when the website is hosted on the production server and remain in effect for a period of four years thereafter (the "Initial Term"). With respect to the Initial Term, unless one party has given written notice to the other party of its intent not to renew this Agreement at least thirty (30) days prior to expiration of the Initial Term, this Agreement will continue in effect on a year-to-year basis thereafter until one party gives written notice to the other of its intent not to renew this Agreement at least thirty (30) days prior to the expiration of any renewal term. If the term of this Agreement is extended or renewed in accordance with the foregoing, all of the terms and conditions of this Agreement shall continue, unmodified, in full force and effect, until the end of the last applicable renewal or extension term, except that all rates, fees, charges, and compensation payable to Vision Internet hereunder shall be increased by three percent (3%) per year, for each annual renewal term extending the term hereof.

4. Subscription Services Website Usage

(a) The Client shall use the Subscription Services in strict accordance with, but not limited to, all local, state, and federal laws. The Client shall not use the Subscription Services for any unlawful or destructive purpose including, but not limited to, copyright and/or trademark infringement. The Client hereby represents and warrants that any text, data, graphics, or any other material displayed or published by the Client on its Website is, and shall continue to be, throughout the term of this Agreement, free from violation of or infringement upon copyright, trademark, service mark, patent, trade secret, statutory, common law or proprietary or intellectual property rights of others, and is free from obscene or libelous material.

(b) The Client represents and warrants that it has or has obtained all rights necessary to display all the images, data, information or other items being displayed at the Client's Website. The Client expressly authorizes Vision Internet to display those images, data, information or other items.

(c) The Client shall not misuse any of Vision Internet's resources or cause any disruption to Vision Internet's business ("Misuse"). Examples of Misuse include, but are not limited to, the display of pornography or linking to pornographic material, the sending of chain letters, advertisements, solicitations, or mass mailings to individuals who have not agreed to be contacted in this manner (including, but not limited to, what is commonly referred to as "Spam").

(d) The Client shall not use any process, program or tool via Vision Internet for gaining unauthorized access to the accounts of other parties, including but not limited to, other Vision Internet clients, customers or account holders or other Vision Internet systems. The Client shall not use Subscription Services to make unauthorized attempts to access the systems and networks of others. Client shall not use Vision Internet's services as a door or signpost to another server.

(e) The Client shall not use Subscription Services in a manner in which system or network resources are denied to other Vision Internet clients, customers or account holders. This includes, but is not limited, to excessive memory usage and programs that consume excessive CPU resources.

(f) The Client will have password access to the VCMS through the Subscription Services. The Client agrees to be responsible for keeping all passwords secure and will immediately notify Vision Internet if a password is lost, stolen or compromised in any way. The Client shall be responsible for all use of Subscription Services accessed through the Client's passwords. The Client's passwords are not

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Client's Initials _____

Vision Internet's Initials 

transferable to any third party and are subject to any limits established by Vision Internet.

5. Disclaimers and Acknowledgments

(a) The Internet

(i) The Client acknowledges that, when using the Internet, the Client is using a completely different physical network than the Vision Internet communications network and different content than available on Vision Internet. The reliability, availability and performance of resources accessed through the Internet are beyond Vision Internet's control and are not in any way warranted or supported by Vision Internet. The Client acknowledges that safeguards relative to copyright, ownership, decency, reliability and integrity of content may be entirely lacking with respect to the Internet and content accessible through it. Vision Internet makes no warranty that any systems accessed will be free of computer viruses. The Client is responsible for making backup copies of its files. The Client assumes all risk and liability of its use of the Internet.

(ii) The Client specifically acknowledges that Vision Internet provides access to other systems not controlled by Vision Internet including, but not limited to, discussion groups, websites and databases, that may contain pictures and language intended for adult audiences. The Client further understands that Vision Internet is not responsible for any damages that may result from exposure to such material and the Client shall hold Vision Internet harmless from any damages that may result.

(iii) Vision Internet does not warrant (a) any connection to, transmission over, nor results or use of, any network connection or facilities provided under this Agreement or (b) any third-party applications and software obtained by, for, or on behalf of Client. **VISION INTERNET MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS OF THE SUBSCRIPTION SERVICES FOR ANY PARTICULAR PURPOSE WHATSOEVER.** Vision Internet assumes no responsibility for any damages suffered by the Client, including, but not limited to, server down time, loss of data, loss of business, mis-deliveries, delays, non-deliveries, access speed, service interruptions of any kind, or to third-party applications and software used by Client. In no event, at any time, shall the aggregate liability of Vision Internet exceed the amount of fees paid by Client to Vision Internet and Vision Internet shall not be responsible for any lost profits or other damages, including direct, indirect, incidental, special, consequential or any other damages, however caused.

(iv) The Client acknowledges that the information available through the Internet may not be accurate. Vision Internet has no ability or authority over the material. In addition, Vision Internet has no liability for the quality, accuracy, or validity of the data/information delivered over the Internet. Use of information gathered through the use of Vision Internet services is at the risk of the Client.

(b) Domain Name and Secure Digital Certificate

If agreed to under this Agreement, Vision Internet will apply for a custom domain name of the Client's choosing. Vision Internet cannot guarantee the availability of any particular name. Client is responsible for all fees charged by the registrar (i.e. Verisign or Dotster) including setup and renewal fees. Client shall be responsible for all licensing fees, if any, including but not limited to secure digital certificate renewal fees. Vision Internet shall not be responsible for maintaining or renewing domain names, digital certificates, or any other third party registrations.

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Client's Initials _____

Vision Internet's Initials SV

6. Indemnification

(a) Vision Internet will defend, hold harmless and indemnify Client from and against all liability costs and expenses including reasonable attorney fees resulting from claims of injury to person, damages to property, or monetary damages arising out of Vision Internet's negligence or intentional misconduct.

(b) The Client will defend, hold harmless and indemnify Vision Internet, its officers, directors, shareholders, employees and agents from and against all liability costs and expenses including reasonable attorney fees resulting from claims of injury to person, damages to property, or monetary damages arising out of the Client's negligence or intentional misconduct.

7. Defaults

The occurrence of any one or more of the following shall constitute an Event of Default under this Agreement:

(a) Any Misuse of Vision Internet resources that disrupts Vision Internet's business.

(b) The Client's breach of any representation, warranty, term or provision of this Agreement.

8. Remedies

(a) If Vision Internet discovers that the Client is displaying content that is in violation of any of the foregoing provisions, Vision Internet may discontinue or suspend access to the Client's Website without prior notice, until the violating item(s) have been resolved. However, the Client shall remain liable for all payments due under this Agreement as if access had not been interrupted;

(b) If an Event of Default occurs, Vision Internet may immediately discontinue or suspend access to the Client's Website without prior notice and may immediately terminate this Agreement. However, if access is only suspended, the Client shall remain liable for all payments due under this Agreement as if access had not been interrupted; and/or

(c) If an Event of Default occurs and remains uncured for at least ten (10) days after Vision Internet's delivery of written or email notice to Client, Vision Internet may immediately terminate Subscription Services and this Agreement.

9. Documents & Data; Licensing of Intellectual Property

This Agreement creates a non-exclusive and perpetual license for Client to copy, use, or modify for its own use, any and all copyrights, designs, and other intellectual property embodied in this website, which are prepared or caused to be prepared by Vision Internet under this Agreement ("Documents & Data"), to which Vision Internet retains ownership of all intellectual property rights. Notwithstanding anything to the contrary in any of the agreement documents, Client understands and agrees that Vision Internet shall retain all right, title, and interest to the Vision Content Management System™ (also known as the Vision Internet Content Management System, VCMT, VCMS and the Vision Content Management Tool), and Dynamic and Interactive Components.

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Client's Initials _____

Vision Internet's Initials SV

10. Other

(a) The headings in this Agreement are intended solely for convenience and shall be given no effect in the construction or interpretation of this Agreement.

(b) The Client agrees that a failure to exercise or delay in exercising any right, power or privilege on the part of Vision Internet will not operate as a waiver or estoppel thereof.

(c) Neither the course of conduct between parties nor any trade practice shall act to modify the provisions of this Agreement except as expressly stated herein.

(d) This Agreement shall be governed by and construed in accordance with the laws of the United States of America, and the State of California. Any cause of action of the Client with respect to the services provided hereunder must be instituted within one year after the claim or cause of action has arisen or be forever barred. Further, jurisdiction and venue for any cause of action or claim with respect to the services provided hereunder shall be exclusively in the County of Los Angeles.

(e) Except for any injunctive relief or similar remedy, which may be sought in any court of competent jurisdiction, any controversy, dispute, claim or counterclaim, whether it involves a disagreement about this Agreement or its meaning, interpretation, or application; the performance of the Agreement; questions of arbitrability as to subject matter of the dispute; whether an agreement to arbitrate exists and, if so, whether it covers the dispute(s) in question; or any other question of arbitrability or form of disagreement or conflict among the parties to the Agreement, shall be submitted to final and binding arbitration at the request of either party, in accordance with the Commercial Arbitration Rules of the American Arbitration Association, or the comparable rules promulgated by ADR Services or JAMS in Los Angeles, California. Each party shall be responsible for one-half of the costs for the arbitrator(s) and arbitration.

(f) Should a dispute, including but not limited to any litigation or arbitration be commenced (including any proceedings in a bankruptcy court) between the parties hereto or their representatives concerning any provision of this Agreement, or the rights and duties of any person or entity hereunder, the party or parties prevailing shall be entitled to attorneys' fees, expenses of counsel and court costs incurred by reason of such action.

(g) With the intent to be legally bound, each of the undersigned hereby covenants and acknowledges that he, she or it (i) has read each of the terms set forth herein, (ii) has the authority to execute this Agreement for such person or entity, and (iii) expressly consents and agrees that the person or entity upon behalf of which the undersigned is acting shall be bound by all terms and conditions contained herein.

(h) The parties have each been advised to seek independent legal counsel in entering into this Agreement and the transactions described herein. In the event a party chooses not to seek independent legal counsel, that party does so freely and knowingly and waives any such rights to counsel. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party.

(i) Any delay in the performance by either Party hereto of its obligations hereunder shall be excused when such delay in performance is due to any cause or event of any nature whatsoever beyond the reasonable control of such Party, including, without limitation, any act of God; any fire, flood, or

weather condition; any computer virus, worm, denial of service attack; any earthquake; any act of a public enemy, war, insurrection, riot, explosion or strike; provided, that written notice thereof must be given by such Party to the other Party within ten (10) days after occurrence of such cause or event.

(j) This Agreement, including any attached addendum, is the entire, complete, final and exclusive expression of the parties with respect to the Subscription Services and supersedes all other agreements or understandings, whether oral or written, or entered into between Client and Vision Internet prior to the execution of this Agreement related thereto. No amendment to this Agreement shall be valid and binding unless in writing duly executed by the parties or their authorized representatives.

(k) It is understood and agreed that if any interpretation is to be made of this Agreement, the same shall not be construed for or against any of the Parties. If any provision of this Agreement is determined to be invalid, all other provisions shall remain in full force and effect.

(l) This Agreement may be executed in counterparts, each of which shall be an original and all of which together shall constitute one and the same Agreement. This Agreement becomes effective upon Vision Internet's receipt of an executed copy of this Agreement and receipt of any sums of money that are provided for herein.

(m) All notices under this Agreement shall be in writing and effective on the date of delivery if delivered by personal service, Federal Express, or facsimile; or effective three (3) days after deposit in first class U.S. mail, postage prepaid, to each party as follows:

(1) Client: City of Grand Island

Address: _____

Attn: _____

Fax: _____

(2) Vision Internet:

2530 Wilshire Boulevard, 2nd Floor
Santa Monica, California 90403
Attn: Steven Chapin
Cc: Rose De Vries
Fax: (310) 656-3103

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates set forth next to their signatures below.

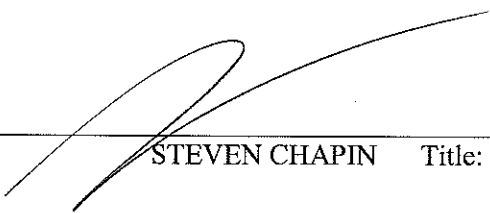
CITY OF GRAND ISLAND

DATE: _____ By: _____

Print Name _____ Print Title _____

VISION INTERNET PROVIDERS, INC.

DATE: 10.23.13 By: _____


STEVEN CHAPIN Title: President

Attachment 1 to Subscription Services Agreement

Client and Vision Internet may have already entered into one or more separate agreements which specify (1) the inclusion of Included and/or Optional Interactive Components and Features and/or (2) browser compatibility, and/or (3) hosting provisions. To the extent that any prior agreement entered into by and between Vision Internet and Client conflicts with this Agreement, then the terms and conditions of this Agreement shall supersede, replace, and amend any and all conflicting provisions of such prior agreement.

1. Included Interactive Components and Features

The following are the initial Included Interactive Components and Features provided in Client's project, subject to upgrades and revisions based on Vision Internet's then current Included Interactive Components listed on the Roadmap. Additional options may be available and can be added for an additional fee:

SITE ADMINISTRATION AND SECURITY

- | | |
|---|---|
| • Audit Trail Log | • Flexible Site Variable Settings |
| • Backend Content Title Search | • Image Library |
| • Backend Dashboard | • Page Template Library |
| • Broken Link Reporter | • Personal Toolbar |
| • Content Review and Publishing | • Role-Based Security |
| • Component Manager | • Scheduled Content Review |
| • Content Scheduling | • SiteMaster™ Template Builder |
| • Context Sensitive Online Help | • Submission Validation (reCAPTCHA) |
| • Departmental Page Restrictions | • Recycle Bin |
| • Document Central | • Updated and Expired Content Reporting |
| • Drag and Drop Multiple File and Image Uploading | • Web Traffic Statistics |
| • Email Address Masking | • Widget-based Layout Options |
| • Enhanced User Interface | • Workspace |

CONTENT EDITING

- | | |
|---------------------------|-------------------|
| • Advanced WYSIWYG Editor | • Table Wizard |
| • Search and Replace | • Undo/Redo |
| • Spell Checker | • User Commenting |
| • Style Gallery | • Version Control |

ADVANCED NAVIGATION MANAGEMENT

- | | |
|---------------------------------------|----------------------------|
| • Automatic Breadcrumbs | • Navigation Control |
| • Connected Pages | • Navigation Redirect |
| • Content Categories | • Page Linking |
| • Dynamic Drop Down Menus | • Quick Links |
| • Error 404 (Page Not Found) Handling | • Single-Source Publishing |
| • External Link Splash Page | • Site Search (Google CSE) |

- Friendly URL Redirect
- Sitemap Generator

USER EXPERIENCE AND INTERACTIVITY

- Business Directory
- Community Spotlight
- Dynamic Calendar System
- Dynamic Homepage
- Facilities Directory
- Facilities Reservations
- Feedback Form
- Form Builder
- Frequently Asked Questions
- In-page Content Editing
- Job Posts
- News
- RFP Posts
- Rotating Homepage Banners
- Service Directory
- Staff Directory
- Sticky News
- Weather Update

DEPARTMENT MANAGEMENT

- Department-Level Administration
- Department-Level Navigation
- Department-Level Sitemap

OUTREACH, MEDIA, AND SOCIAL NETWORKING

- Audio and Video Embedding
- Bookmark and Share
- eNotification
- Emergency Alert (site wide)
- Facebook FeedReader™
- Forward to a Friend
- govTrack CRM™
- OneClick Social Networking™
- Photo Gallery & Slideshow
- RSS FeedReader™
- Twitter FeedReader™

ACCESSIBILITY

- Automatic Alt-Tags
- Dynamic Font Resizing
- Dynamic Reader Download Links
- Google Translation Integration
- Printer Friendly Pages
- Table Accessibility Tools

2. Customizations

The following are customizations provided in Client's project:

- None.

RESOLUTION 2013-403

WHEREAS, the City of Grand Island continually works on maintaining and updating the City of Grand Island's website, www.grand-island.com, with accurate and current information to be utilized by citizens; and

WHEREAS, the City of Grand Island entered into an agreement with Vision Internet of Santa Monica, California, to rebuild the City's website and for hosting services on February 10, 2009; and

WEHREAS, Addendum #3 Scope of Services between the City of Grand Island and Vision Internet for an upgrade to the current content management system of the City of Grand Island website; and

WHEREAS, some upgrade features include page template builder, drop and drag feature, Google translation integration, scheduled content review, OneClick Social Networking tool, and iOS friendly edition; and

WEHREAS, the negotiated addendum will cost a one-time fee of \$18,500; and

WHEREAS, the City Attorney's office has reviewed and approved the proposed Scope of Services Addendum #3.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the agreement with Vision Internet to provide an update to visionCMS services for the City of Grand Island's website, www.grand-island.com, is hereby approved, and the Mayor is hereby authorized and directed to execute such agreement on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, December 17, 2013.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

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| Approved as to Form | ☐ _____ |
| December 13, 2013 | ☐ City Attorney |



City of Grand Island

Tuesday, December 17, 2013

Council Session

Item G-29

**#2013-404 - Approving Subscription Services Agreement with
Vision Internet**

Staff Contact: Wendy Meyer-Jerke

Council Agenda Memo

From: Wendy Meyer-Jerke, Public Information Officer

Meeting: December 17, 2013

Subject: visionLive Subscription Services Web Hosting Agreement with Vision Internet

Item #'s: G-29

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

Background

The current City of Grand Island website, www.grand-island.com, was rebuilt in 2009 by Vision Internet, of Santa Monica, California, and is currently hosted by Vision Internet. Vision Internet was founded in 1995 and specializes in city and county government website builds and redevelopments. The website is currently maintained and updated by over 50 City of Grand Island employees.

Some of the interactive features of the City's website includes: e-notifications of news and calendar items, central document tool, online forms, live video streaming, social media tools, sign-up for activities, and online bill pay.

Discussion

The proposed visionLive Subscription Services Web Hosting Agreement has been reviewed and approved by the City's Legal Department. This maintenance agreement will provide web hosting services and support services for the City of Grand Island website, www.grand-island.com. In addition, this agreement will cover upgrade services to the website which was not part of the previous agreement terms, as well as after two years of uninterrupted subscription services a basic graphic redesign of the City's main website.

Some of the future upgrade services include enhancements to content management system and interactive components, new interactive components released, and updates to provide compatibility to future versions of supported web browsers.

The cost of the service will be \$6,600 annually with a 5% increase each additional year of the contract.

Alternatives

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

1. Move to approve the renewal of the website hosting agreement with Vision Internet.
2. Deny the renewal of the website hosting agreement with Vision Internet.
3. Take no action on the contract renewal.

Recommendation

City Administration recommends city council approve the visionLive Subscription Services Web Hosting Agreement with Vision Internet which provides hosting/support/redesign services.

Sample Motion

Move to approve the visionLive Subscription Services Web Hosting Agreement with Vision Internet for four years between the City of Grand Island and Vision Internet.

visionLive™ Subscription Services Agreement
Vision Internet Providers Incorporated
Account Terms and Conditions

These Terms and Conditions, and any addendum attached hereto, represents the complete agreement and understanding ("Agreement") between Vision Internet Providers Inc. ("Vision Internet"), a California corporation, and CITY OF GRAND ISLAND (the "Client"), and supersedes any other written or oral agreement with regard to the Subscription Services provided for herein. Client and Vision Internet are sometimes individually referred to as "Party" and collectively as "Parties."

1. Ongoing Service Provisions

Pursuant to the terms herein, Vision Internet agrees to provide Hosting Services, Upgrade Services, and Support Services (collectively "Subscription Services") as provided below for the Client's website, which utilizes Vision Internet's Vision Content Management System ("VCMS") developed under a prior or concurrent agreement by and between Vision Internet and Client ("Website Development Agreement"). To the extent that the Website Development Agreement and/or any other prior agreement entered into by and between Vision Internet and Client conflicts with this Agreement, then the terms and conditions of this Agreement shall supersede, replace, and amend any and all conflicting provisions of such prior agreement. Vision Internet will provide Subscription Services to the Client in exchange for payment of fees and compliance with the terms and conditions of this Agreement. Subscription Services include the following:

(a) **Hosting Services**

Vision Internet will provide shared website hosting on a Microsoft Windows Server and shared database hosting on a Microsoft SQL Server for one (1) unique domain.

(b) **Upgrade Services**

Vision Internet will provide Upgrade Services which include:

- Enhancements to the backend VCMS functionality.
- Enhancements to the Included Interactive Components that were developed under the Website Development Agreement or other prior agreement entered into by and between Vision Internet and Client.
- New Interactive Components released from time to time according to the visionLive™ Roadmap ("Roadmap").
- Bug fixes to the VCMS code.
- Updates to provide compatibility to future versions of Supported Web Browsers (as defined below) within three months of their release. Compatibility with previous versions of Supported Web Browsers is not guaranteed.

Client understands and agrees that the Supported Web Browsers for the frontend of the website currently are Firefox, Internet Explorer, Chrome, and Safari. Client understands and agrees that Supported Web Browsers for the backend of the website currently are the latest released versions at the time of Completion of Firefox and Internet Explorer. Client understands and agrees that Supported Web Browsers for visionMobile™ currently are iOS Safari, Android Chrome, and Windows Phone 7 Internet Explorer. All of the web browsers listed in this paragraph, and any others added by Vision Internet at its discretion are herein referred to collectively as the "Supported Web Browsers".

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To receive the Upgrade Services, a non-interrupted Subscription Services Agreement must be in place from time of website launch and the VCMS code must be unmodified.

Upgrade Services do not include:

- Optional Interactive Components.
- Modules, Programs, or Software Applications.
- Conversion to new platforms.
- Modification of third-party products.
- Updates to provide compatibility to third-party products, except for those included in VCMS.
- Upgrades that require modification to website design.
- System configuration, website content editing and/or formatting, website design, custom data updates, etc.

(c) **Support Services**

Support Services is defined as technical support for the unmodified VCMS. Vision Internet will provide Support Services to a designated Client account manager, system administrator or webmaster. Technical support is generally available by email and telephone from 6:00 AM to 6:00 PM Pacific Time Monday through Friday excluding holidays ("Business Hours"), with emergency support available 24 hours a day, 7 days a week. An emergency is defined as the website being down for more than ten (10) minutes.

(d) **Redesign Services**

At the conclusion of year two of an uninterrupted Subscription Services agreement, the Client will be entitled to a basic graphic redesign of one (1) website. Subsequently thereafter, Client shall be entitled to a basic graphic redesign of one (1) website at the conclusion of every fourth year of an uninterrupted Subscription Services agreement. Basic graphic redesign does not include Design Themes. Services shall include:

- Project Management
- Wireframe Development
- Graphic Design Development with one preliminary concept
- Graphic Production


Vision Internet will not develop a sitemap or new content as part of the redesign, but will assist the Client in transferring existing content into the new design

2. Fees

Rate: \$6,600 per year payable to Vision Internet in U.S. funds in advance, which rate shall be increased by three percent (3%) per year, for each year of the Initial Term (defined below), and any and all renewal terms, as provided in Section 3 below. Vision Internet shall invoice Client annually within thirty days of start of service or any renewal term as defined below. Any services not covered in this Agreement will be subject to additional fees and will be considered extra work ("Extra Work"). Extra Work will be billed at Vision Internet's prevailing hourly rates, which are currently as follows: HTML Programming, Content Migration, \$85/hr; Graphic Production \$95/hr; Quality Assurance, Testing, Debugging, Technical Support, Webmaster Services, \$105/hr; Consulting, Project Management, Database Design, Dynamic Programming, \$135/hr; Graphic Design, Training, \$125/hr. Client shall be responsible for any or all additional fees including, without limitation: software, applications, online promotion, marketing, copy writing, redesign, change orders, mailings, and fees to any third party vendors if applicable. Calls outside of Business Hours not deemed an

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emergency as defined above will be subject to a minimum fee of \$135.

3. Term

The Subscription Services will begin when the website is hosted on the production server and remain in effect for a period of four years thereafter (the "Initial Term"). With respect to the Initial Term, unless one party has given written notice to the other party of its intent not to renew this Agreement at least thirty (30) days prior to expiration of the Initial Term, this Agreement will continue in effect on a year-to-year basis thereafter until one party gives written notice to the other of its intent not to renew this Agreement at least thirty (30) days prior to the expiration of any renewal term. If the term of this Agreement is extended or renewed in accordance with the foregoing, all of the terms and conditions of this Agreement shall continue, unmodified, in full force and effect, until the end of the last applicable renewal or extension term, except that all rates, fees, charges, and compensation payable to Vision Internet hereunder shall be increased by three percent (3%) per year, for each annual renewal term extending the term hereof.

4. Subscription Services Website Usage

(a) The Client shall use the Subscription Services in strict accordance with, but not limited to, all local, state, and federal laws. The Client shall not use the Subscription Services for any unlawful or destructive purpose including, but not limited to, copyright and/or trademark infringement. The Client hereby represents and warrants that any text, data, graphics, or any other material displayed or published by the Client on its Website is, and shall continue to be, throughout the term of this Agreement, free from violation of or infringement upon copyright, trademark, service mark, patent, trade secret, statutory, common law or proprietary or intellectual property rights of others, and is free from obscene or libelous material.

(b) The Client represents and warrants that it has or has obtained all rights necessary to display all the images, data, information or other items being displayed at the Client's Website. The Client expressly authorizes Vision Internet to display those images, data, information or other items.

(c) The Client shall not misuse any of Vision Internet's resources or cause any disruption to Vision Internet's business ("Misuse"). Examples of Misuse include, but are not limited to, the display of pornography or linking to pornographic material, the sending of chain letters, advertisements, solicitations, or mass mailings to individuals who have not agreed to be contacted in this manner (including, but not limited to, what is commonly referred to as "Spam").

(d) The Client shall not use any process, program or tool via Vision Internet for gaining unauthorized access to the accounts of other parties, including but not limited to, other Vision Internet clients, customers or account holders or other Vision Internet systems. The Client shall not use Subscription Services to make unauthorized attempts to access the systems and networks of others. Client shall not use Vision Internet's services as a door or signpost to another server.

(e) The Client shall not use Subscription Services in a manner in which system or network resources are denied to other Vision Internet clients, customers or account holders. This includes, but is not limited, to excessive memory usage and programs that consume excessive CPU resources.

(f) The Client will have password access to the VCMS through the Subscription Services. The Client agrees to be responsible for keeping all passwords secure and will immediately notify Vision Internet if a password is lost, stolen or compromised in any way. The Client shall be responsible for all use of Subscription Services accessed through the Client's passwords. The Client's passwords are not

transferable to any third party and are subject to any limits established by Vision Internet.

5. Disclaimers and Acknowledgments

(a) The Internet

(i) The Client acknowledges that, when using the Internet, the Client is using a completely different physical network than the Vision Internet communications network and different content than available on Vision Internet. The reliability, availability and performance of resources accessed through the Internet are beyond Vision Internet's control and are not in any way warranted or supported by Vision Internet. The Client acknowledges that safeguards relative to copyright, ownership, decency, reliability and integrity of content may be entirely lacking with respect to the Internet and content accessible through it. Vision Internet makes no warranty that any systems accessed will be free of computer viruses. The Client is responsible for making backup copies of its files. The Client assumes all risk and liability of its use of the Internet.

(ii) The Client specifically acknowledges that Vision Internet provides access to other systems not controlled by Vision Internet including, but not limited to, discussion groups, websites and databases, that may contain pictures and language intended for adult audiences. The Client further understands that Vision Internet is not responsible for any damages that may result from exposure to such material and the Client shall hold Vision Internet harmless from any damages that may result.

(iii) Vision Internet does not warrant (a) any connection to, transmission over, nor results or use of, any network connection or facilities provided under this Agreement or (b) any third-party applications and software obtained by, for, or on behalf of Client. **VISION INTERNET MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS OF THE SUBSCRIPTION SERVICES FOR ANY PARTICULAR PURPOSE WHATSOEVER.** Vision Internet assumes no responsibility for any damages suffered by the Client, including, but not limited to, server down time, loss of data, loss of business, mis-deliveries, delays, non-deliveries, access speed, service interruptions of any kind, or to third-party applications and software used by Client. In no event, at any time, shall the aggregate liability of Vision Internet exceed the amount of fees paid by Client to Vision Internet and Vision Internet shall not be responsible for any lost profits or other damages, including direct, indirect, incidental, special, consequential or any other damages, however caused.

(iv) The Client acknowledges that the information available through the Internet may not be accurate. Vision Internet has no ability or authority over the material. In addition, Vision Internet has no liability for the quality, accuracy, or validity of the data/information delivered over the Internet. Use of information gathered through the use of Vision Internet services is at the risk of the Client.


(b) Domain Name and Secure Digital Certificate

If agreed to under this Agreement, Vision Internet will apply for a custom domain name of the Client's choosing. Vision Internet cannot guarantee the availability of any particular name. Client is responsible for all fees charged by the registrar (i.e. Verisign or Dotster) including setup and renewal fees. Client shall be responsible for all licensing fees, if any, including but not limited to secure digital certificate renewal fees. Vision Internet shall not be responsible for maintaining or renewing domain names, digital certificates, or any other third party registrations.

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Vision Internet's Initials 

6. Indemnification

(a) Vision Internet will defend, hold harmless and indemnify Client from and against all liability costs and expenses including reasonable attorney fees resulting from claims of injury to person, damages to property, or monetary damages arising out of Vision Internet's negligence or intentional misconduct.

(b) The Client will defend, hold harmless and indemnify Vision Internet, its officers, directors, shareholders, employees and agents from and against all liability costs and expenses including reasonable attorney fees resulting from claims of injury to person, damages to property, or monetary damages arising out of the Client's negligence or intentional misconduct.

7. Defaults

The occurrence of any one or more of the following shall constitute an Event of Default under this Agreement:

(a) Any Misuse of Vision Internet resources that disrupts Vision Internet's business.

(b) The Client's breach of any representation, warranty, term or provision of this Agreement.

8. Remedies

(a) If Vision Internet discovers that the Client is displaying content that is in violation of any of the foregoing provisions, Vision Internet may discontinue or suspend access to the Client's Website without prior notice, until the violating item(s) have been resolved. However, the Client shall remain liable for all payments due under this Agreement as if access had not been interrupted;

(b) If an Event of Default occurs, Vision Internet may immediately discontinue or suspend access to the Client's Website without prior notice and may immediately terminate this Agreement. However, if access is only suspended, the Client shall remain liable for all payments due under this Agreement as if access had not been interrupted; and/or

(c) If an Event of Default occurs and remains uncured for at least ten (10) days after Vision Internet's delivery of written or email notice to Client, Vision Internet may immediately terminate Subscription Services and this Agreement.

9. Documents & Data; Licensing of Intellectual Property

This Agreement creates a non-exclusive and perpetual license for Client to copy, use, or modify for its own use, any and all copyrights, designs, and other intellectual property embodied in this website, which are prepared or caused to be prepared by Vision Internet under this Agreement ("Documents & Data"), to which Vision Internet retains ownership of all intellectual property rights. Notwithstanding anything to the contrary in any of the agreement documents, Client understands and agrees that Vision Internet shall retain all right, title, and interest to the Vision Content Management SystemTM (also known as the Vision Internet Content Management System, VCMT, VCMS and the Vision Content Management Tool), and Dynamic and Interactive Components.

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10. Other

(a) The headings in this Agreement are intended solely for convenience and shall be given no effect in the construction or interpretation of this Agreement.

(b) The Client agrees that a failure to exercise or delay in exercising any right, power or privilege on the part of Vision Internet will not operate as a waiver or estoppel thereof.

(c) Neither the course of conduct between parties nor any trade practice shall act to modify the provisions of this Agreement except as expressly stated herein.

(d) This Agreement shall be governed by and construed in accordance with the laws of the United States of America, and the State of California. Any cause of action of the Client with respect to the services provided hereunder must be instituted within one year after the claim or cause of action has arisen or be forever barred. Further, jurisdiction and venue for any cause of action or claim with respect to the services provided hereunder shall be exclusively in the County of Los Angeles.

(e) Except for any injunctive relief or similar remedy, which may be sought in any court of competent jurisdiction, any controversy, dispute, claim or counterclaim, whether it involves a disagreement about this Agreement or its meaning, interpretation, or application; the performance of the Agreement; questions of arbitrability as to subject matter of the dispute; whether an agreement to arbitrate exists and, if so, whether it covers the dispute(s) in question; or any other question of arbitrability or form of disagreement or conflict among the parties to the Agreement, shall be submitted to final and binding arbitration at the request of either party, in accordance with the Commercial Arbitration Rules of the American Arbitration Association, or the comparable rules promulgated by ADR Services or JAMS in Los Angeles, California. Each party shall be responsible for one-half of the costs for the arbitrator(s) and arbitration.

(f) Should a dispute, including but not limited to any litigation or arbitration be commenced (including any proceedings in a bankruptcy court) between the parties hereto or their representatives concerning any provision of this Agreement, or the rights and duties of any person or entity hereunder, the party or parties prevailing shall be entitled to attorneys' fees, expenses of counsel and court costs incurred by reason of such action.

(g) With the intent to be legally bound, each of the undersigned hereby covenants and acknowledges that he, she or it (i) has read each of the terms set forth herein, (ii) has the authority to execute this Agreement for such person or entity, and (iii) expressly consents and agrees that the person or entity upon behalf of which the undersigned is acting shall be bound by all terms and conditions contained herein.

(h) The parties have each been advised to seek independent legal counsel in entering into this Agreement and the transactions described herein. In the event a party chooses not to seek independent legal counsel, that party does so freely and knowingly and waives any such rights to counsel. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party.

(i) Any delay in the performance by either Party hereto of its obligations hereunder shall be excused when such delay in performance is due to any cause or event of any nature whatsoever beyond the reasonable control of such Party, including, without limitation, any act of God; any fire, flood, or

weather condition; any computer virus, worm, denial of service attack; any earthquake; any act of a public enemy, war, insurrection, riot, explosion or strike; provided, that written notice thereof must be given by such Party to the other Party within ten (10) days after occurrence of such cause or event.

(j) This Agreement, including any attached addendum, is the entire, complete, final and exclusive expression of the parties with respect to the Subscription Services and supersedes all other agreements or understandings, whether oral or written, or entered into between Client and Vision Internet prior to the execution of this Agreement related thereto. No amendment to this Agreement shall be valid and binding unless in writing duly executed by the parties or their authorized representatives.

(k) It is understood and agreed that if any interpretation is to be made of this Agreement, the same shall not be construed for or against any of the Parties. If any provision of this Agreement is determined to be invalid, all other provisions shall remain in full force and effect.

(l) This Agreement may be executed in counterparts, each of which shall be an original and all of which together shall constitute one and the same Agreement. This Agreement becomes effective upon Vision Internet's receipt of an executed copy of this Agreement and receipt of any sums of money that are provided for herein.

(m) All notices under this Agreement shall be in writing and effective on the date of delivery if delivered by personal service, Federal Express, or facsimile; or effective three (3) days after deposit in first class U.S. mail, postage prepaid, to each party as follows:

(1) Client: City of Grand Island

Address: _____

Attn: _____

Fax: _____

(2) Vision Internet:

2530 Wilshire Boulevard, 2nd Floor
Santa Monica, California 90403
Attn: Steven Chapin
Cc: Rose De Vries
Fax: (310) 656-3103

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates set forth next to their signatures below.

CITY OF GRAND ISLAND

DATE: _____ By: _____

Print Name _____ Print Title _____

VISION INTERNET PROVIDERS, INC.

DATE: 10/23/13 By: _____

STEVEN CHAPIN Title: President

Attachment 1 to Subscription Services Agreement

Client and Vision Internet may have already entered into one or more separate agreements which specify (1) the inclusion of Included and/or Optional Interactive Components and Features and/or (2) browser compatibility, and/or (3) hosting provisions. To the extent that any prior agreement entered into by and between Vision Internet and Client conflicts with this Agreement, then the terms and conditions of this Agreement shall supersede, replace, and amend any and all conflicting provisions of such prior agreement.

1. Included Interactive Components and Features

The following are the initial Included Interactive Components and Features provided in Client's project, subject to upgrades and revisions based on Vision Internet's then current Included Interactive Components listed on the Roadmap. Additional options may be available and can be added for an additional fee:

SITE ADMINISTRATION AND SECURITY

- Audit Trail Log
- Backend Content Title Search
- Backend Dashboard
- Broken Link Reporter
- Content Review and Publishing
- Component Manager
- Content Scheduling
- Context Sensitive Online Help
- Departmental Page Restrictions
- Document Central
- Drag and Drop Multiple File and Image Uploading
- Email Address Masking
- Enhanced User Interface
- Flexible Site Variable Settings
- Image Library
- Page Template Library
- Personal Toolbar
- Role-Based Security
- Scheduled Content Review
- SiteMaster™ Template Builder
- Submission Validation (reCAPTCHA)
- Recycle Bin
- Updated and Expired Content Reporting
- Web Traffic Statistics
- Widget-based Layout Options
- Workspace

CONTENT EDITING

- Advanced WYSIWYG Editor
- Search and Replace
- Spell Checker
- Style Gallery
- Table Wizard
- Undo/Redo
- User Commenting
- Version Control

ADVANCED NAVIGATION MANAGEMENT

- Automatic Breadcrumbs
- Connected Pages
- Content Categories
- Dynamic Drop Down Menus
- Error 404 (Page Not Found) Handling
- External Link Splash Page
- Navigation Control
- Navigation Redirect
- Page Linking
- Quick Links
- Single-Source Publishing
- Site Search (Google CSE)

- Friendly URL Redirect
- Sitemap Generator

USER EXPERIENCE AND INTERACTIVITY

- Business Directory
- Community Spotlight
- Dynamic Calendar System
- Dynamic Homepage
- Facilities Directory
- Facilities Reservations
- Feedback Form
- Form Builder
- Frequently Asked Questions
- In-page Content Editing
- Job Posts
- News
- RFP Posts
- Rotating Homepage Banners
- Service Directory
- Staff Directory
- Sticky News
- Weather Update

DEPARTMENT MANAGEMENT

- Department-Level Administration
- Department-Level Navigation
- Department-Level Sitemap

OUTREACH, MEDIA, AND SOCIAL NETWORKING

- Audio and Video Embedding
- Bookmark and Share
- eNotification
- Emergency Alert (site wide)
- Facebook FeedReader™
- Forward to a Friend
- govTrack CRM™
- OneClick Social Networking™
- Photo Gallery & Slideshow
- RSS FeedReader™
- Twitter FeedReader™

ACCESSIBILITY

- Automatic Alt-Tags
- Dynamic Font Resizing
- Dynamic Reader Download Links
- Google Translation Integration
- Printer Friendly Pages
- Table Accessibility Tools

2. Customizations

The following are customizations provided in Client's project:

- None.

RESOLUTION 2013-404

WHEREAS, the City of Grand Island continually works on maintaining and updating the City of Grand Island's website, www.grand-island.com, with accurate and current information to be utilized by citizens; and

WHEREAS, the City of Grand Island entered into an agreement with Vision Internet of Santa Monica, California, to rebuild the City's website and for hosting services on February 10, 2009; and

WHEREAS, a new agreement has been negotiated with Vision Internet to continue to provide visionLive subscription services including web hosting/support/redesign services for the City of Grand Island website; and

WHEREAS, the negotiated agreement will include a \$6,600 annual hosting fee, with an annual five percent increase each year thereafter; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the agreement with Vision Internet to provide visionLive web hosting/support/redesign services for the City of Grand Island's website, www.grand-island.com, is hereby approved, and the Mayor is hereby authorized and directed to execute such agreement on behalf of the City of Grand Island.

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Adopted by the City Council of the City of Grand Island, Nebraska, December 17, 2013.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

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| Approved as to Form | ☐ _____ |
| December 13, 2013 | ☐ City Attorney |



City of Grand Island

Tuesday, December 17, 2013

Council Session

Item G-30

#2013-405 - Approving Acquisition of Right-of-Way Located at 922 N. Lambert Street (Grand Island Area Habitat for Humanity)

This item relates to the aforementioned Public Hearing item E-10.

Staff Contact: Chad Nabity

RESOLUTION 2013-405

WHEREAS, an exchange of property is required between the City of Grand Island and Grand Island Area Habitat for Humanity, Inc. to acquire street right of way, facilitate redevelopment of the property and to increase the property tax base within the City of Grand Island; and

WHEREAS, the exchange of Tract 2 for Tracts 1 and 3 in the John W. Lambert's Addition to the City of Grand Island, Hall County, Nebraska and more particularly described as follows:

Tract 1 to be given to Grand Island Area Habitat for Humanity, Inc.:

A tract of land comprising a portion of the street right of way lying adjacent to Lot One (1) and Fractional Lot Two (2), in Fractional Block Thirty Six (36), John W. Lambert's Addition to the City of Grand Island, Hall County, Nebraska and more particularly described as follows:

Beginning at the southeast corner of said Lot One (1); thence running northwesterly on the easterly line of said Lot One (1) and the westerly right of way line of Lambert Street, a distance of One Hundred Thirty One and Ninety Five Hundredths (131.95) feet, to the northeast corner of said Lot One (1); thence running southwesterly on the northerly line of said Lot One (1) and Fractional Lot Two (2), a distance of Seventy Four and Eighty Four Hundredths (74.84) feet, to a point Eleven and Sixteen Hundredths (11.16) feet northeasterly of the northwest corner of said Fractional Lot Two (2); thence running northerly parallel with and Ten (10.00) feet east of the west line of said Fractional Lot Two (2), if extended, a distance of One Hundred Eleven and Nine Hundredths (111.09) feet, to a point on the southerly right of way line of 12th Street if extended; thence running easterly on the extension of the southerly right of way line of 12th Street, a distance of Forty and Twenty Hundredths (40.20) feet, to a point on a line Ten (10.00) feet easterly from and parallel with the easterly line of said Lot One (1) and the westerly right of way line of Lambert Street, if extended; thence running southeasterly on a line Ten (10.00) feet easterly from and parallel with the easterly line of said Lot One (1) and the westerly right of way line of Lambert Street, if extended, a distance of Two Hundred Twelve and Fifteen Hundredths (212.15) feet, to a point on the southerly line of said Lot One (1), if extended; thence running southwesterly on the extension of the southerly line of said Lot One (1), a distance of Ten (10.00) feet, to the point of beginning and containing 6,952.2 square feet (0.160 acres) more or less.

Tract 3 to be given to Grand Island Area Habitat for Humanity, Inc.:

A tract of land comprising a part of Fractional Lot Three (3), in Fractional Block Thirty Six (36), John W. Lambert's Addition to the City of Grand Island, Hall County, Nebraska, more particularly described as follows:

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Beginning at the southeast corner of said Fractional Lot Three (3); thence running southwesterly on the southerly line of said Fractional Lot Three (3), a distance of Eight and Eighty Four Hundredths (8.84) feet; thence running northerly parallel with and Ten (10.00) feet east of the west line of said Fractional Lot Three (3), a distance of Nineteen and Seventy Eight Hundredths (19.78) feet, to a point on the easterly line of said Fractional Lot Three (3); thence running southeasterly on the easterly line of said Fractional Lot Three (3), a distance of Seventeen and Seventy Two Hundredths (17.72) feet, to the point of beginning and containing 78.3 square feet (0.002) acres more or less.

Tract 2 to be received from Grand Island Area Habitat for Humanity, Inc.:

A tract of land comprising a part of Fractional Lot Two (2) in Fractional Block Thirty (36), John W. Lambert's Addition to the City of Grand Island, Hall County, Nebraska, more particularly described as follows:

Beginning at the southwest corner of said Fractional Lot Two (2); thence running northwesterly on the southwesterly line of said Fractional Lot Two (2), a distance of Seventeen and Seventy Two Hundredths (17.72) feet, to the ACTUAL Point of Beginning; thence continuing northwesterly on the southwesterly line of said Fractional Lot Two (2), a distance of Twenty Two and Thirty Eight Hundredths (22.38) feet, to the westerly corner said Fractional Lot Two (2); thence running northerly on the west line of said Fractional Lot Two (2), a distance of One Hundred Two and Fifty Four Hundredths (102.54) feet, to the northwest corner of said Fractional Lot Two (2); thence running northeasterly on the northerly line of said Fractional Lot Two (2), a distance of Eleven and Sixteen Hundredths (11.16) feet, to a point Ten (10.00) feet east of the west line of said Fractional Lot Two (2), if extended; thence running southerly parallel with and Ten (10.00) feet east of the west line of said Fractional Lot Two (2), a distance of One Hundred Twenty Seven and Fifty Two hundredths (127.52) feet, to the ACTUAL Point of Beginning and containing 1,150.3 square feet (0.026 acres) more or less; and

WHEREAS, an Agreement for the exchange of property has been reviewed and approved by the City Legal Department.

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 enter into the Agreement for the exchange of properties of the above described tracts of land.

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

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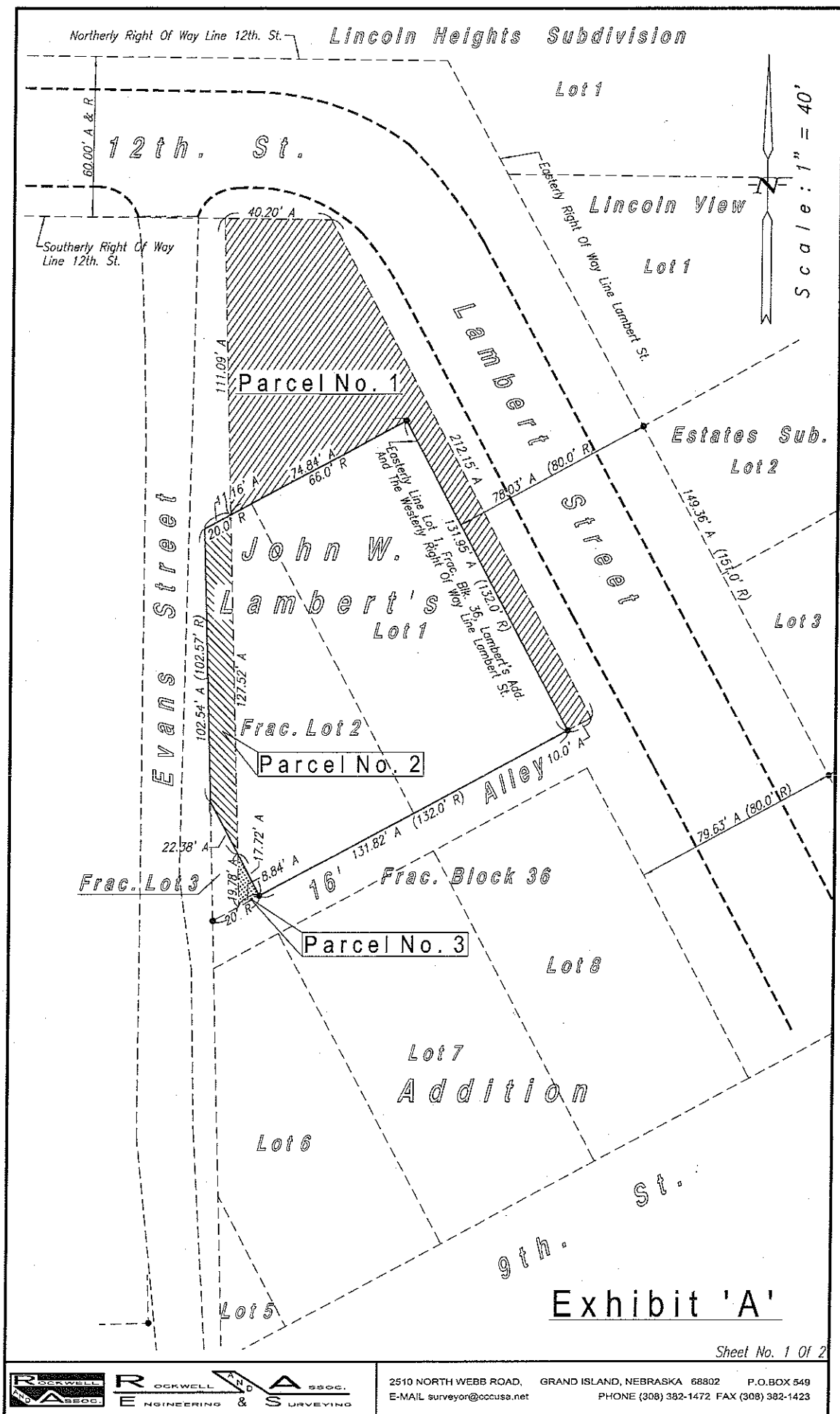
- 2 -

Adopted by the City Council of the City of Grand Island, Nebraska, December 17, 2013.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk





City of Grand Island

Tuesday, December 17, 2013

Council Session

Item H-1

Consideration of Request from Hazel L. Struble for a Conditional Use Permit for Off Street Parking for Grand Island Public Schools located at 421 West 9th Street

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

Staff Contact: Craig Lewis



City of Grand Island

Tuesday, December 17, 2013

Council Session

Item H-2

Consideration of Request from Dawn Dreikosen for a Conditional Use Permit for Off Street Parking for Grand Island Public Schools located at 1323 West 7th Street

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

Staff Contact: Craig Lewis



City of Grand Island

Tuesday, December 17, 2013

Council Session

Item I-1

#2013-406 - Consideration of Request from Carnivores Meat Supply LLC dba Carnivores Meat Supply, 3721 W. Old Potash Highway for a Class “C” Liquor License and Liquor Manager Designation for Eric Muth, 3527 South Blaine Street

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

Staff Contact: RaNae Edwards

RESOLUTION 2013-406

WHEREAS, an application was filed by Carnivores Meat Supply LLC doing business as Carnivores Meat Supply, 3721 W. Old Potash Highway for a Class "C" Liquor License; and

WHEREAS, a public hearing notice was published in the *Grand Island Independent* as required by state law on December 7, 2013; such publication cost being \$14.77; and

WHEREAS, a public hearing was held on December 17, 2013 for the purpose of discussing such liquor license application.

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

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

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

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

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

_____ The City of Grand Island hereby recommends approval of Eric Muth, 3527 South Blaine Street, Grand Island, NE as liquor manager of such business contingent upon completing a state approved alcohol server/seller program.

Adopted by the City Council of the City of Grand Island, Nebraska, December 17, 2013.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

| | | |
|---------------------|--------------------------|---------------|
| Approved as to Form | <input type="checkbox"/> | _____ |
| December 13, 2013 | <input type="checkbox"/> | City Attorney |



City of Grand Island

Tuesday, December 17, 2013

Council Session

Item I-2

#2013-407 - Consideration of Request from The Chocolate Bar, Inc. dba The Chocolate Bar, 116 West 3rd Street for a Catering Designation to Class “I-86925” Liquor License

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

Staff Contact: RaNae Edwards

RESOLUTION 2013-407

WHEREAS, an application was filed by The Chocolate Bar, Inc. doing business as The Chocolate Bar, 116 West 3rd Street for a Catering Designation to their Class "I-86925" Liquor License; and

WHEREAS, a public hearing notice was published in the *Grand Island Independent* as required by state law on December 7, 2013; such publication cost being \$17.26; and

WHEREAS, a public hearing was held on December 17, 2013 for the purpose of discussing such liquor license application.

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

_____ The City of Grand Island hereby recommends approval of the above-identified liquor license catering application.

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

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

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, December 17, 2013.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

| | |
|---------------------|-----------------|
| Approved as to Form | ☐ _____ |
| December 13, 2013 | ☐ City Attorney |



City of Grand Island

Tuesday, December 17, 2013

Council Session

Item I-3

#2013-408 - Consideration of Approving Contract to Provide the City of Grand Island Water System Master Plan

Staff Contact: Tim Luchsinger, Utilities Director

Council Agenda Memo

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

Meeting: December 17, 2013

Subject: Water System Master Plan

Item #'s: I-3

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

Background

The City's water system consists of twenty-one (21) low pressure wells, located on a 1,200 acre island in the Platte River, which supplies water to an onsite collection and pumping station. This pumping station transfers water through two (2) 30-inch transmission mains to three (3) reservoir/pumping stations in the City. These high pressure pumping stations provide water as required for residential and industrial use and fire protection through a distribution grid, comprised of approximately 235 miles of cast and ductile iron mains. Five (5) high pressure wells connected directly to the distribution system provide additional capacity.

System operation is monitored at the Burdick Station control room by use of a computer based SCADA system. The peak municipal system demand is approximately 26 million gallons per day (MGD). In 2012, a Uranium Removal Treatment Plant was added at the Wellfield to remove uranium from three (3) of the twenty-one (21) wells. The last Water Master Plan was conducted in 2001, and recommendations have been completed to the system. Another study of the system is due to make improvements to meet City future demands and look at a replacement plan for aging infrastructure.

Discussion

A Request for Proposal for Engineering Services to evaluate and plan for the water system future demands for the next twenty years and develop a strategy for replacement of aging infrastructure was received from the following consultants.

HDR, Omaha, NE

Burns & McDonnell, Kansas City, KS

Using a matrix of the Utility Department's established evaluation criteria, which included fees, company and personnel experience, contract forms, and proposal responsiveness, these proposals were reviewed by Department management staff. A tabulation of the evaluation factors indicated a consensus for HDR.

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 presented in this motion

Recommendation

City Administration recommends that the Council award the Proposal for Water System Master Plan to HDR of Omaha, Nebraska, as the best evaluated proposal, with the bid price of not to exceed \$66,415.00.

Sample Motion

Move to approve the proposal from HDR of Omaha, Nebraska, for the Water System Master Plan for a price not to exceed \$66,415.00.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

**REQUEST FOR PROPOSAL
FOR
GRAND ISLAND WATER SYSTEM MASTER PLAN**

RFP DUE DATE: November 7, 2013 at 3:30 p.m.

DEPARTMENT: Utilities

PUBLICATION DATE: October 17, 2013

NO. POTENTIAL BIDDERS: 6

SUMMARY OF PROPOSALS RECEIVED

Burns & McDonnell
Omaha, NE

HDR
Omaha, NE

cc: Tim Luchsinger, Utilities Director
Mary Lou Brown, City Administrator
Stacy Nonhof, Purchasing Agent
Karen Nagel, Utilities Secretary

Bob Smith, Assist. Utilities Director
Jaye Monter, Finance Director
Pat Gericke, Utilities Admin. Assist.
Lynn Mayhew, Utilities Dept.

P1684

ENGINEERING SERVICES - CONTRACT AGREEMENT

THIS AGREEMENT made and entered into by and between **HDR ENGINEERING, INC.**, hereinafter called the Engineer, and the **CITY OF GRAND ISLAND, NEBRASKA**, hereinafter called the City.

WITNESSETH:

THAT, WHEREAS, in accordance with law, the City has an advertisement calling for proposals to be published for *GRAND ISLAND WATER SYSTEM MASTER PLAN*; and

WHEREAS, the City, in the manner prescribed by law, has evaluated the proposals submitted, and has determined the aforesaid Engineer to be the responsible bidder, and has duly awarded to the said Engineer a contract therefore, for the sum or sums named in the Engineer's proposal, portions thereof being attached to and made a part of this contract.

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

ARTICLE I. That the following documents shall comprise the Contract, and shall together be referred to as the "Agreement" or the "Contract Documents";

1. This Contract Agreement.
2. Additional Terms and Conditions for Professional Services.
3. Minimum Insurance Requirements.
4. HDR Engineering, Inc.'s Proposal dated November 7, 2013.
5. HDR Engineering, Inc.'s Exhibit A

In the event of any conflict between the terms of the Contract Documents, the provisions of the document first listed shall prevail.

ARTICLE II. That the Engineer shall provide the services set forth in this agreement and the attachments thereto in accordance with the normal degree of care and skill of other reputable professionals providing similar services on similar projects of like size and nature for this area;

ARTICLE III. That the City shall pay to the Engineer for the performance of the work embraced in this contract and the Engineer will accept as full compensation therefore the sum (subject to adjustment as provided by the contract) of **Sixty-Six Thousand Four Hundred Fifteen and**

no/100 Dollars (\$66,415.00) for all services and work covered by and included in the Contract award and designated in the foregoing Article II; payments thereof to be made in cash or its equivalent in the manner provided in the General Specifications.

The total cost of the Contract includes:

Base Bid:

| | | |
|------------|----|-----------------|
| Labor Cost | \$ | 62,453.00 |
| Expenses | \$ | <u>3,962.00</u> |
| Total | \$ | 66,415.00 |

The City of Grand Island, Nebraska operates on a fiscal year beginning October 1st and ending on the following September 30th. It is understood and agreed that any portion of this agreement which will be performed in a future fiscal year is contingent upon the City Council adopting budget statements and appropriations sufficient to fund such performance.

ARTICLE IV. The Engineer hereby agrees to act as agent for the City. The invoice for Engineer's services will be paid after approval at the next regularly scheduled Council meeting and occurring after departmental approval of invoice. The City council typically meets the second and fourth Tuesday of each month. Invoices must be received well in advance of Council date to allow evaluation and processing time.

ARTICLE V. The Engineer agrees to comply with all applicable State fair labor standards in the execution of this contract as required by Section 73-102, R.R.S. 1943. The Engineer further agrees to comply with the provisions of Section 48-657, R.R.S. 1943, pertaining to contributions to the Unemployment Compensation Fund of the State of Nebraska. During the performance of this contract, the Engineer and all sub-Engineers agree not to discriminate in hiring or any other employment practice on the basis, of race, color, religion, sex, national origin, age or disability. The Engineer agrees to comply with all applicable Local, State and Federal rules and regulations. The Engineer agrees to maintain a drug-free workplace policy and will provide a copy of the policy to the City upon request. Every public Engineer and his, her or its sub-Engineers who are awarded a contract by the City for the physical performance of services within the State of Nebraska shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

ARTICLE VI. Gratuities and kickbacks: City Code states that it is unethical for any person to offer, give, or agree to give any City employee or former City employee, or for any City employee or former City employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a

purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

HDR ENGINEERING, INC.

By _____ Date _____

Title _____

CITY OF GRAND ISLAND, NEBRASKA

By _____ Date _____
Mayor

Attest: _____
City Clerk

The Contract is in due form according to law and hereby approved.

Attorney for the City

Date

Additional Terms and Conditions for Professional Services

Additional Terms and Conditions for Professional Services

1. CONTROLLING LAW

This Agreement is to be governed by the laws of Nebraska.

2. SUCCESSORS AND ASSIGNS

CITY and ENGINEER, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this Agreement. Neither CITY nor ENGINEER will assign, sublet, or transfer any interest in this Agreement or claims pricing therefrom without the written consent of the other.

3. RE-USE OF DOCUMENTS

Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at CITY's sole risk and without liability or legal exposure to ENGINEER, and CITY will defend, indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses, including attorney's fees, arising or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by CITY and ENGINEER.

4. TERMINATION OF AGREEMENT

CITY or ENGINEER may terminate the Agreement, in whole or in part, by giving seven (7) days written notice. Where the method payment is "lump sum", or cost reimbursement, the final invoice will include all services and expenses associates with the project up to the effective date or termination. An equitable adjustment shall also be made to provide for termination settlement costs ENGINEER incurs as a result of commitments that had become firm before termination, and for a reasonable profit for services performed.

Minimum Insurance Requirements

[Insert Minimum Insurance Requirements]

RESOLUTION 2013-408

WHEREAS, the City of Grand Island invited Requests for Proposals for Water System Master Plan, according to plans and specifications on file with the Utilities Department; and

WHEREAS, on November 7, 2013, proposals were received, opened and reviewed, and evaluated; and

WHEREAS, HDR, of Omaha, Nebraska, submitted a proposal in accordance with the terms of the Request for Proposals, and plans and specifications and all other statutory requirements contained therein, such proposal being in an amount not to exceed a total price of \$66,415.00; and

WHEREAS, the proposal from HDR of Omaha, Nebraska, meets all of the requirements for the Utilities Department Water System Master Plan.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the proposal from HDR of Omaha, Nebraska, in an amount not to exceed \$66,415.00, for the Utilities Department Water System Master Plan, is hereby approved, and that the Mayor is authorized to sign the Contract on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, December 17, 2013.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

| | |
|---------------------|-----------------|
| Approved as to Form | ☐ _____ |
| December 13, 2013 | ☐ City Attorney |



City of Grand Island

Tuesday, December 17, 2013

Council Session

Item I-4

#2013-409 - Consideration of Approving Contract to Provide the City of Grand Island Electric System Master Plan

Staff Contact: Tim Luchsinger, Utilities Director

Council Agenda Memo

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

Meeting: December 17, 2013

Subject: Electric System Master Plan

Item #'s: I-4

Presenter(s): Tim Luchsinger, Utilities Director

Background

The City of Grand Island electric system requires continual planning and upgrades to adequately and reliably serve its customers and meet increasing load. Most of this planning is performed in-house. It is considered good practice to occasionally get an outside perspective on current system conditions and upgrade plans. The transmission and distribution systems were evaluated approximately seven years ago, however, the last full master plan was completed in 1998. Due to the elapsed time and some relatively recent changes in management, it was decided to obtain a new comprehensive evaluation of the electric system.

Discussion

The Request for Proposals was advertised in accordance with City procurement procedures and eight proposals were received on November 7, 2013, from the following consultants.

Advantage Engineering, Chesterfield, MO
Lutz, Daily & Brain, Overland Park, KS
Leidos Engineering, Denver, CO
Siemens Industry, Schenectady, NY
NEI Electric Power Engineering, Wheat Ridge, CO
Burns & McDonnell, Kansas City, MO
JEO Consulting Group, Wahoo, NE
Black & Veatch, Overland Park, KS

The proposals were evaluated by the Department management staff based on the specified criteria, and the proposals were ranked based on the total score. Based on that

evaluation, it is recommended that the proposal from Black & Veatch be accepted for the Electric System Master Plan. The proposal from Black & Veatch includes a detailed estimated activity pricing breakdown which will be billed at actual cost, for a not-to-exceed total price of \$252,812.00.

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 a future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council approve the Electric System Master Plan proposal from Black & Veatch of Overland Park, Kansas, to be billed at actual cost, for a not-to-exceed total price of \$252,812.00.

Sample Motion

Move to approve the Electric System Master Plan proposal from Black & Veatch of Overland Park, Kansas, to be billed at actual cost, for a not-to-exceed total price of \$252,812.00.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

**REQUEST FOR PROPOSAL
FOR
ELECTRIC SYSTEM ENGINEERING SERVICES**

RFP DUE DATE: November 7, 2013 at 4:00 p.m.

DEPARTMENT: Utilities

PUBLICATION DATE: October 14, 2013

NO. POTENTIAL BIDDERS: 7

SUMMARY OF PROPOSALS RECEIVED

Advantage Engineering, Inc.
Chesterfield, MO

Lutz, Daily & Brain, LLC
Overland Park, KS

Leidos Engineering, LLC
Denver, CO

Siemens Industry, Inc.
Schenectady, NY

NEI Electric Power Engineering
Wheat Ridge, CO

Burns & McDonnell
Kansas City, MO

JEO Consulting Group, Inc.
Wahoo, NE

Black & Veatch
Overland Park, KS

cc: Tim Luchsinger, Utilities Director
Mary Lou Brown, City Administrator
Stacy Nonhof, Purchasing Agent
Travis Burdett, Deputy Utilities Director

Bob Smith, Deputy Utilities Director
Jaye Monter, Finance Director
Pat Gericke, Utilities Admin. Assist.

P1682

CONTRACT AGREEMENT

THIS AGREEMENT made and entered into by and between **BLACK & VEATCH CORPORATION**, hereinafter called the Contractor, and the **CITY OF GRAND ISLAND, NEBRASKA**, hereinafter called the City.

WITNESSETH:

THAT, WHEREAS, in accordance with law, the City has caused contract documents to be prepared and an advertisement calling for proposals to be published for **Electric System Engineering Services**; and

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

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

ARTICLE I. That the following documents shall comprise the Contract, and shall together be referred to as the "Agreement" or the "Contract Documents";

1. This Contract Agreement.
2. City of Grand Island's Specification for this project.
3. Black & Veatch proposal signed and dated November 7, 2013.
4. Black & Veatch contract terms and conditions.

In the event of any conflict between the terms of the Contract Documents, the provisions of the document first listed shall prevail.

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

ARTICLE III. That the City shall pay to the contractor for the performance of the work embraced in this contract and the Contractor will accept as full compensation therefore the sum (subject to adjustment as provided by the contract) of Two Hundred Fifty-Two Thousand,

Eight Hundred Twelve (\$252,812.00) for all services, materials, and work covered by and included in the contract award and designated in the foregoing Article 11; payments thereof to be made in cash or its equivalent in the manner provided in the General Specifications.

The total cost of the Contract includes:

| | | |
|------------|----|------------|
| Base Bid: | \$ | 252,812.00 |
| Sales Tax: | \$ | 0.00 |
| Total: | \$ | 252,812.00 |

The City of Grand Island, Nebraska operates on a fiscal year beginning October 1st and ending on the following September 30th. It is understood and agreed that any portion of this agreement which will be performed in a future fiscal year is contingent upon the City Council adopting budget statements and appropriations sufficient to fund such performance.

ARTICLE IV. The Contractor hereby agrees to act as agent for the City in purchasing materials and supplies for the City for this project. The City shall be obligated to the vendor of the materials and supplies for the purchase price, but the Contractor shall handle all payments hereunder on behalf of the City. The vendor shall make demand or claim for payment of the purchase price from the City by submitting an invoice to the Contractor. Title to all materials and supplies purchased hereunder shall vest in the City directly from the vendor. Regardless of the method of payment, title shall vest immediately in the City. The Contractor shall not acquire title to any materials and supplies incorporated into the project. All invoices shall bear the Contractor's name as agent for the City. This paragraph will apply only to these materials and supplies actually incorporated into and becoming a part of the finished product of the **Electric System Engineering Services**.

ARTICLE V. That the Contractor shall start work as soon as possible after the contract is signed and the required bonds and insurance are approved, and that the Contractor shall deliver the equipment, tools, supplies, and materials F.O.B. Grand Island, Nebraska, and complete the work on or before September 30, 2014.

ARTICLE VI. The Contractor agrees to comply with all applicable State fair labor standards in the execution of this contract as required by Section 73-102, R.R.S. 1943. The Contractor further agrees to comply with the provisions of Section 48-657, R.R.S. 1943, pertaining to contributions to the Unemployment Compensation Fund of the State of Nebraska. During the performance of this contract, the Contractor and all subcontractors agree not to discriminate in hiring or any other employment practice on the basis, of race, color, religion, sex, national origin, age or disability. The Contractor agrees to comply with all applicable Local, State and Federal rules and regulations. The Contractor agrees to maintain a drug-free workplace policy and will provide a copy of the policy to the City upon request. Every public contractor and his, her or its subcontractors who are awarded a contract by the City for the physical performance of services within the State of Nebraska shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

GRATUITIES AND KICKBACKS

City Code states that it is unethical for any to offer, give, or agree to give any City employee or former City employee, or for any City employee or former City employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

Contractor **Black & Veatch Corporation**

By _____

Date _____

Title _____

CITY OF GRAND ISLAND, NEBRASKA,

By _____

Date _____

Mayor

Attest: _____

City Clerk

The contract, insurance, and any required bonds are in due form according to law and are hereby approved.

Date _____

Attorney for the City

CONSULTING SERVICES AGREEMENT

THIS AGREEMENT, for the performance of consulting services, is executed and made effective as of December 17, 2013, between **CITY OF GRAND ISLAND NEBRASKA**, ("Client") and **BLACK & VEATCH CORPORATION** ("Consultant").

IN CONSIDERATION of the covenants hereinafter set forth, Client and Consultant agree as follows:

ARTICLE 1 - SCOPE OF WORK

Consultant shall perform the professional services ("Services") as set forth in the attached Exhibit A hereto. Additional or revised contractual terms or conditions may be added only by formal written amendment to this Agreement and not through any scope of work Exhibit. Any such additional or conflicting terms and conditions contained in any scope of work Exhibit shall be of no force or effect.

If additional services beyond the Services are requested of Consultant, Consultant shall review its personnel resources to verify that qualified individuals are available to satisfy Client's request. If mutual agreement is reached, such agreement shall be confirmed in writing and shall be included as a subsequently numbered Exhibit A. Client understands that Consultant will not provide legal or tax advice or opinions, and Client will seek such advice and opinions from its attorneys and tax advisors.

ARTICLE 2 - COMPENSATION AND TERMS OF PAYMENT

Client shall pay and Consultant shall accept in full consideration for the Services, the Compensation described in Exhibit A.

If Client disputes any invoice item or any invoice submitted by Consultant, Client shall give Consultant written notice of such disputed item within ten days after receipt of such invoice and shall pay to Consultant the undisputed portion of the invoice according to the provisions hereof. If Client fails to pay any invoiced amounts when due, interest will accrue on each unpaid amount at the rate of one and one-half percent per month, or the maximum amount allowed by law if less, from the date due until paid according to the provisions of this Agreement. Interest shall not be charged on any disputed invoice item which is finally resolved in Client's favor. Payment of interest shall not excuse or cure any default or delay in payment of amounts due. Notwithstanding any other provision of this agreement, Consultant is under no obligation to submit any deliverable if any invoice is more than 45 days outstanding.

ARTICLE 3 - WARRANTY

3.1 Consultant's Services

Consultant warrants that it will perform the Services in accordance with the standards of care and diligence normally practiced by recognized consulting firms in performing services of a similar nature in existence at the time of performance of the Services.

3.2 Reliance on Data

Consultant shall have no liability for defects in the Services attributable to Consultant's reliance upon or use of data, design criteria, drawings, specifications, or other information furnished by Client, third parties retained by Client, or in the public domain. Consultant, unless otherwise provided in Exhibit A, shall not be responsible for the verification of any documents or other information relied upon by Consultant in performing the services.

3.3 Assumptions and Forecast

In performing the services, Consultant may be required to make certain assumptions or forecasts of conditions, events, or circumstances that may occur in the future. Consultant will take reasonable efforts to assure that assumptions and forecasts made are reasonable and the basis upon which they are made follow generally accepted practices for such assumptions or projections under similar circumstances. Client expressly

acknowledges that actual results may differ significantly from those projected as influenced by conditions, events, and circumstances that actually occur.

3.4 Correction of Defective Services

Provided that Client has notified Consultant of Consultant's failure to meet the warranties in this Article 3 within six months of Consultant's completion of the applicable services under the applicable Exhibit A, Consultant shall, at its expense, promptly correct and modify such defective services.

3.5 Limitations

The obligations and representations contained in this Article 3 are Consultant's sole warranty and guarantee obligations and Client's exclusive remedy in respect of quality of the Services. ***EXCEPT AS PROVIDED IN THIS ARTICLE, CONSULTANT MAKES NO OTHER WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.*** This Article governs, modifies, and supersedes any other terms in this Agreement which may be construed to address warranties or guarantees or the quality of the Services.

ARTICLE 4 - INDEMNIFICATION

Consultant shall indemnify and defend Client from any and all claims, liabilities, damages, and costs (including reasonable attorney's fees directly related thereto) for bodily injury to or death of any person and for damage to or destruction of third-party property if and to the extent caused by the negligence or willful misconduct of Consultant.

ARTICLE 5 - INSURANCE

5.1 Policies

During the performance of the Services, Consultant shall maintain insurance policies as follows:

- 5.1.1 Workers' Compensation and/or all other social insurance in accordance with the statutory requirements of the state, province, or country having jurisdiction over Consultant's employees who are engaged in the Services, with Employer's Liability with a limit of One Hundred Thousand Dollars (\$100,000) each accident and in the aggregate;
- 5.1.2 Commercial General Bodily Injury and Property Damage Liability insurance with limits of \$1,000,000 per occurrence and in the aggregate, and Automobile Liability insurance including owned, non-owned, or hired vehicles, with a combined single limit of \$1,000,000 for bodily injury and property damage liability. Such policies shall include Contractual Liability coverage. Consultant agrees to name Client as Additional Insured on such policies, but only to the extent of Consultant's negligence under this Agreement and only to the extent of the insurance limits specified herein.
- 5.1.3 Professional Liability insurance with limits of \$1,000,000 per occurrence and in the aggregate covering Consultant against all sums which Consultant may become legally obligated to pay on account of any professional liability arising out of the performance of this Agreement.

5.2 Certificates

Consultant agrees to provide Client with certificates of insurance evidencing the above described coverage prior to the start of Services, and annually thereafter, if so requested by Client. Such certificates shall provide that the applicable insurance policies have been endorsed to provide a minimum of thirty days advance notice to Client in the event of cancellation, non-renewal, or reduction in limits by endorsement.

5.3 Waiver

The parties waive all claims for property damage, and shall require their insurers to waive subrogation rights against the other party under any applicable policy of property insurance.

ARTICLE 6 - SCHEDULE

Consultant shall commence performance of the Services under this agreement upon execution of this agreement or as provided in Exhibit A, and will use all reasonable efforts to prosecute the Services continuously and with due diligence according to any schedule contained in Exhibit A.

ARTICLE 7 - TERMINATION AND CANCELLATION

7.1 Termination by Client

Should Consultant become insolvent or bankrupt, or commit a substantial breach of this Agreement, and thereafter fail to commence in good faith to remedy such breach within ten days after receipt of written demand by Client, Client may terminate this Agreement. Upon any such termination, Consultant shall be compensated for all costs incurred and compensation earned for Services then performed in accordance with this agreement.

7.2 Termination by Consultant

Should Client become insolvent or bankrupt, or commit a breach or default of any of the covenants or obligations hereunder, and thereafter (a) fail to remedy the same within ten days after written notice thereof from Consultant if the breach constitutes a failure to pay money or (b) fail to commence to remedy the same within ten days after written notice thereof from Consultant and thereafter fail to proceed diligently in remedying the same if the breach is other than to pay money, then Consultant may terminate this Agreement. Should Consultant so terminate this Agreement, Consultant shall be paid for all costs incurred and compensation earned for Services performed to the date of termination and through demobilization, including any cancellation charges by subcontractors or vendors.

7.3 Cancellation for Convenience

Client reserves the right to cancel, for convenience, the Services upon notice in writing to Consultant. Should the Services be so canceled by Client, Consultant shall be paid for all compensation earned for Services performed to the date of cancellation and through demobilization, including any cancellation charges by vendors and subcontractors.

ARTICLE 8 - GENERAL PROVISIONS

8.1 Independent Contractor

Consultant shall be an independent contractor with respect to the Services to be performed hereunder, except that any contracts and purchase orders for materials, equipment, supplies and related services are issued by Consultant as agent for Client. Except as hereinabove noted, neither Consultant nor its subcontractors or vendors, nor the employees of either, shall be deemed to be the servants, employees, or agents of Client.

8.2 Force Majeure

Any delays in or failure of performance by Client or Consultant, other than payment of money, shall not constitute default hereunder if, and to the extent, such delays or failures of performance are caused by occurrences or circumstances beyond the control of Client or Consultant, as the case may be, including, but not limited to: acts of God or the public enemy; expropriation or confiscation of facilities; compliance with any order or request of any governmental authority; act of war, rebellion, or sabotage or damage resulting therefrom; fires, floods, explosions, accidents; riots or strikes or other concerted acts of workmen, whether direct or indirect; or any other causes, whether or not of the same class or kind as those specifically above named, which are not within the control of Client or Consultant respectively, and which by the exercise of reasonable diligence, Client or Consultant are unable to prevent.

Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. Consultant shall be entitled to an equitable adjustment in schedule and compensation in the event such circumstances occur.

8.3 Rights to Intellectual Work Product

- 8.3.1 Except as otherwise provided herein, sealed original drawings, specifications, reports, and other documents which Consultant prepares and delivers to Client pursuant to this Agreement shall become the property of Client when Consultant has been compensated for Services rendered. Nothing contained in this Section shall be construed as limiting or depriving Consultant of its rights to use its basic knowledge and skills to carry out other projects or work for itself or others, whether or not such other projects or work are similar to the work to be performed pursuant to this Agreement. Consultant shall have the right to retain and use copies of drawings, documents, and engineering and other data furnished or to be furnished by Consultant and the information contained therein. At all times, each party shall retain all of its rights in its drawing details, designs, specifications, models, databases, computer software, copyrights, trade and service marks, patents, trade secrets, and any other proprietary property.
- 8.3.2 Rights to intellectual property developed, utilized, or modified in the performance of the Services shall remain the property of Consultant. Consultant hereby grants to Client an irrevocable (except in the event of a breach of this license), nonexclusive, royalty-free license to utilize Consultant's proprietary property provided to Client as part of the Services. Client shall not use in a written prospectus or other investment memorandum any Consultant report constituting or including Consultant's professional opinion, except with Consultant's prior written consent, which shall not be unreasonably withheld. Client shall not acquire any rights to any of Consultant's, its subcontractors' or vendors' proprietary computer software that may be used in connection with the Services except as expressly provided in the Scope of Services or as may be separately agreed.
- 8.3.3 All documents, including drawings, specifications, and computer software prepared by Consultant pursuant to this Agreement are instruments of service in respect to the Project. They are not intended or represented to be suitable for reuse on extensions of the Project or any other project. Any such reuse without prior written approval, and verification or adaptation by Consultant for the specific purpose intended will be a breach of the license granted by Consultant, and will be at Client's sole risk and without liability or legal exposure to Consultant. Client shall defend, indemnify, and hold harmless Consultant and its subcontractors, vendors, employees, agents, officers and/or assigns, their respective employees, agents, officers, partners and directors and anyone else acting for or on behalf of them and any of their respective assigns against all claims, losses, damages, injuries, and expenses, including attorneys' fees, arising out of or resulting from such reuse. Any reuse approval, and verification or adaptation of documents will entitle Consultant to additional compensation at rates to be agreed upon by Client and Consultant.
- 8.3.4 Any files delivered in electronic medium may not work on systems and software different than those with which they were originally produced. Consultant makes no warranty as to the compatibility of these files with any other system or software except as may be specified in Exhibit A. Because of the potential degradation of electronic medium over time, in the event of a conflict between hard copy documents and electronic files, the hard copy documents will govern.
- 8.3.5 In the course of performance, Consultant may use, modify or enhance products, materials, tools, and methodologies that are proprietary to Consultant or third parties (collectively "Proprietary Items"). As between Client and Consultant, Proprietary Items will be deemed Confidential Information of Consultant (as defined below). As used herein, a Deliverable is a document or product of the work developed originally and specifically for the Client hereunder. Client shall

have or obtain no rights in such Proprietary Items (or in any modifications or enhancements to them) other than (i) to use them as authorized by Consultant in writing from time to time solely for purposes as contemplated by the parties under this Agreement, (ii) to the extent the Proprietary Items are incorporated into a Deliverable, to use them as part of the Deliverable for purposes of Client's internal business only, or (iii) pursuant to Client's license to the limited extent stated in Section 8.3.2 above for such Proprietary Items or, in the case of Proprietary Items owned by third parties, pursuant to terms acceptable to the applicable third party. During the term hereof, Consultant may offer upgrades, modifications, or enhancements to the Client, if available, subject to the appropriate costs being negotiated between the parties.

- 8.3.6 If any Deliverable is claimed to infringe upon a valid United States patent, trademark or copyright, Consultant will defend such claim at its expense and will pay any costs or damages that are assessed against Client; unless the claim of infringement is caused by (i) Client's misuse of the Deliverable, (ii) use of the Deliverable in a manner not permitted or contemplated hereunder, (iii) a modification of the Deliverable; (iv) Client's failure to use corrections or enhancements made available by Consultant; (v) Client's use of the Deliverable in combination with a product or information not owned or developed by Consultant; or (vi) designs, specifications or other information provided by, or at the direction of, Client. If any Deliverable is, or in Consultant's opinion is likely to be, held to be infringing, Consultant shall, at its expense and option, either (a) procure the right for Client to continue using it, (b) replace it with a non-infringing equivalent, (c) modify it to make it non-infringing; or (d) direct the return of the Deliverable and refund to Client the fees paid for such Deliverable less a reasonable amount for Client's use of the Deliverable up to the time of return. The foregoing remedies constitute Client's sole and exclusive remedy and Consultant's entire liability with respect to infringement.

8.4 Confidentiality

- 8.4.1 Client and Consultant covenant and agree that the party in receipt of confidential information will not, except insofar as may be reasonably necessary for the performance of work done hereunder or as required by law, without the prior permission of the party providing use, disclose, or permit to be disclosed, or, in case of documents, reproduce or permit to be reproduced to any person confidential information acquired from or given by the providing party in the course of carrying out Services under this Agreement.
- 8.4.2 For the purpose of this Article 8.4, "confidential information" shall include designs, drawings, plans, calculations, formulae, techniques and/or trade secrets or like information which has not been previously disclosed or reproduced without restriction by the providing party or has not become public knowledge; provided, receiving party shall be under no liability to treat the information received as confidential unless providing party advises receiving party at the time of disclosure that said information is confidential.
- 8.4.3 All confidential information disclosed by the providing party shall remain the property of the providing party and shall be returned on termination of Services to the providing party in written request, and shall be used by the receiving party strictly for the performance of this Agreement and no other purpose.
- 8.4.4 Receiving party's confidentiality obligation hereunder shall not extend to information which: (i) at the time of disclosure, is or becomes a part of the public domain by publication or otherwise through no fault of receiving party; (ii) Receiving party can show was in its possession at the time of disclosure; or (iii) is subsequently disclosed to receiving party by a third-party, which information receiving party reasonably believes has not been wrongfully acquired, directly or indirectly.

- 8.4.5 Receiving party shall not be restricted in any way from releasing information, including confidential information, in response to a subpoena, court order, or other legal process, or as may be legally compelled by any tribunal or governmental or regulatory authority, but in such event, shall notify the providing party of the demand for information before the receiving party responds to such demand.

8.5 Representations and Remedies

Consultant makes no representations, covenants, warranties, or guarantees, express or implied, other than those expressly set forth herein. The parties' rights, liabilities, responsibilities and remedies with respect to the Services shall be exclusively those expressly set forth in this Agreement and are in lieu of any others available at law or otherwise.

8.6 Damages

Having considered the risks and potential liabilities that may arise out of the Services, the benefits of the Services and in specific consideration of the promises contained in this Agreement and other valuable consideration, receipt of which is hereby acknowledged, Client and Consultant allocate and limit such liabilities in accordance with this provision. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law:

- 8.6.1 In no event shall Consultant (or any of Consultant's related companies) be liable to Client for loss of profits or revenue; loss of use; loss of opportunity; loss of goodwill; cost of substitute facilities, goods or services; cost of capital; cost of replacement power; governmental and regulatory sanctions; and claims of customers for such damages; or for any special, consequential, incidental, indirect, punitive, or exemplary damages in any way arising from or related to the performance of this Agreement.
- 8.6.2 The total cumulative liability of Consultant and any of Consultant's related companies to Client for all claims, losses, damages, and expenses in any way arising from or related to the performance of this Agreement shall not be greater than the compensation received by Consultant under the applicable Exhibit A.
- 8.6.3 Client hereby releases, indemnifies, and agrees to hold Consultant harmless from any liability arising from Client's or Client's assignee's, ownership, use or operation of the Facilities, or any part thereof.
- 8.6.4 Except as provided in any expressed written warranty to the Client provided by Consultant's direct or indirect subcontractors and vendors of any tier, such subcontractors and vendors, and their directors, officers, partners, employees, and agents shall not be liable to the Client for any claim, loss, damage, expense, or injury of any kind (hereafter "Claims"), and Client waives all such Claims.

8.7 Audit and Maintenance of Records

Client shall have the right to audit and inspect Consultant's records and accounts covering direct costs hereunder at all reasonable times during the performance of the Services and for a period of one year after the acceptance thereof; provided, however, that the purpose of any such audit shall be only for verification of such costs. Consultant shall not be required to keep records of or provide access to those of its costs expressed as fixed rates, a lump sum, or of costs which are expressed in terms of percentages of other costs. Consultant's records shall be subject to audit one time.

8.8 Assignment

This Agreement shall not be assignable by either party without the prior written consent of the other party hereto, except that it may be assigned without such consent to the successor of either party, or to a person, firm, or corporation acquiring all or substantially all of the business assets of such party, or to a related entity, an affiliate or wholly owned subsidiary of either party, but such assignment shall not relieve the assigning

party of any of its obligations under this Agreement. No assignment of this Agreement shall be valid until this Agreement shall have been assumed by the assignee. When duly assigned in accordance with the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the assignee.

8.9 Subcontracts

Consultant may subcontract any portion of the Services to a subcontractor approved by Client. In no case shall Client's approval of any subcontract relieve Consultant of any of its obligations under this Agreement. Notwithstanding the above, Consultant may have portions of the Services performed by its related and affiliated entities or their employees, in which event Consultant shall be responsible for such Services and Client shall look solely to Consultant as if the Services were performed by Consultant.

8.10 Notices

All notices pertaining to this Agreement shall be in writing and shall be sufficient when sent by registered mail, or by U.S. mail or facsimile (with oral confirmation) to:

Client:
City of Grand Island Nebraska
Attention: Mr. Travis Burdett
700 E. Bischeld
Grand Island, Nebraska 68802

Consultant:
Black & Veatch Corporation
Attention: Mr. John Achenbach
489 Fifth Ave. 14th Floor
New York, NY 10017

8.11 Entire Agreement

This Agreement constitutes the entire agreement between the parties hereto and supersedes any oral or written representations, understandings, proposals, or communications heretofore entered into by or on account of the parties and may not be changed, modified, or amended except in writing signed by the parties hereto. In the event of any conflict between this contract document and any of the exhibits hereto, the terms and provisions of this contract document shall control. In the event of any conflict among the exhibits, the exhibit of the latest date shall control.

8.12 Interpretation

- 8.12.1 This Agreement shall be governed by and interpreted in accordance with the laws of Missouri excluding provisions thereof which would apply the laws of another jurisdiction.
- 8.12.2 Headings and titles of Articles, Sections, paragraphs, and other sub-parts of this Agreement are for convenience of reference only and shall not be considered in interpreting the text of this Agreement.
- 8.12.3 To the fullest extent permitted by law, releases, waivers or limitations of liability specifically expressed in this Agreement shall apply notwithstanding the negligence, strict liability, fault, or breach of warranty or contract of the party whose liability is so released or limited. The benefit of such releases, waivers or limitations of liability shall extend to the related companies, and subcontractors of any tier of such party, and the directors, officers, partners, employees, and agents of such parties.
- 8.12.4 In the event any portion or all of this Agreement is held to be void or unenforceable, the parties agree to negotiate in good faith to reach an equitable agreement which shall affect the intent of the parties as originally set forth in this Agreement.

- 8.12.5 The prevailing party, in whole or in part, shall be entitled to reimbursement for all costs and reasonable attorneys' fees in any legal action brought against the other party based on a breach of this Agreement.
- 8.12.6 If Client uses a purchase order form to administer this Agreement, the use of such form shall be for convenience purposes only and any typed provision in conflict with the terms of this Agreement and all pre-printed terms and conditions contained in or on such forms shall be deemed stricken and null and void.
- 8.12.7 The provisions of this Agreement are intended for the sole benefit of Client and Consultant, and subcontractors, vendors and others to the extent expressly provided in this Agreement. The parties agree there are no third-party beneficiaries to this Agreement other than those subcontractors, vendors and others expressly contemplated, and then only to the extent contemplated, by the terms herein.
- 8.12.8 Since Consultant has no control over the cost of labor, materials, or equipment furnished by others, or over the resources provided by others (including Client) to meet project schedules, Consultant's opinion of probable costs and of project schedules shall be made on the basis of experience and qualifications as a professional consultant. Consultant does not guarantee that proposals, bids, revenues, costs, or other cash requirements, or actual operating or project costs will not vary from Consultant's estimates or that actual schedules will not vary from Consultant's projected schedules.
- 8.12.9 At all times during the term of this Agreement, and for a period of six months following any termination or expiration hereof, Client agrees that it will not, hire, or solicit any employee of Consultant who performed services hereunder, to become employees or independent contractors of Client or such other person or entity, excluding employees who are responding to a general solicitation for employment advertised by Client. In the event Client does hire a Consultant employee as prohibited herein, Client shall be liable to Consultant for 60% of such employee's first-year salary (including any signing bonuses or reimbursable relocation costs). Client shall be obligated to disclose such amounts to Consultant and Consultant shall immediately invoice Client for such amount to be paid by Client within 10 business days of receipt of Consultant's invoice. Failure to pay such amount when due shall be considered a breach of this Agreement by Client and entitle Consultant to any and all remedies available under this contract, at law or in equity.

IN WITNESS WHEREOF, the parties hereto have executed this contract document as of the date and year first above written.

CITY OF GRAND ISLAND

BLACK & VEATCH CORPORATION

NEBRASKA

By: _____

By: _____

By: _____
(Printed)

By: _____
(Printed)

Title: _____

Title: _____

Date: _____

Date: _____

Legal

Approved _____

Reviewed _____

Date _____

PM

Approved _____

Date _____

December 15, 2008

9

EXHIBIT A

To The CONSULTING SERVICES AGREEMENT

Between

CITY OF GRAND ISLAND NEBRASKA
("Client")

and

BLACK & VEATCH CORPORATION
("Consultant")

Pursuant to the terms and conditions of the Consulting Services Agreement executed and made effective as of the 17th day of December, 2013, between City of Grand Island Nebraska ("Client") and Black & Veatch Corporation ("Consultant"), Client hereby requests Consultant perform and Consultant agrees to perform the following Services:

Effective Date: This Exhibit A will be effective on December 17, 2013.

- A. Scope of Services: Consultant will be responsible for completing the following services:
Scope of Services contained in Section 2.0 of the proposal for Electric System Engineering Services dated November 7, 2013 excluding 2.10 Smart Grid Evaluation, 2.13 EMP, and 2.14 Optional Relay Coordination Study.
- B. Compensation: Invoices are due upon receipt. Client will pay, and Consultant will accept compensation for services provided based on the following fee basis:
Lump sum of \$252,812.
- C. Invoicing: Commencing on or about the first day of the calendar month following execution of this Agreement, and monthly thereafter, Consultant shall furnish Client with an invoice covering the work completed the previous month and any interest due under this Agreement. Invoices may be submitted electronically by email to tburdett@grand-island.com. In such event, the electronic copy of the invoice will be considered the official invoice and will not be followed by a hard copy invoice.
- D. Method of Payment. Payments to be made to Consultant under this Agreement shall be electronically transferred either by ACH, specifically in CCD+ or CTX format, or wire transfer to the bank account and in accordance with the bank instructions identified in Consultant's most recent invoice in immediately available funds no later than the payment due date. Invoice number and project name shall be referenced in the bank wire reference fields or the ACH addenda information.
- E. Schedule : The Consultant's schedule for completion of the services set forth in Section A above is as follows:
The Scope of Services set forth in Section A shall be completed by the end of Fiscal Year 2014 (September 30, 2014).
- F. Client Responsibilities :
Client shall provide data and review comments in a timely manner in order to meet the Schedule in Section E.

IN WITNESS WHEREOF, the parties have executed this Exhibit A.

CITY OF GRAND ISLAND

BLACK & VEATCH CORPORATION

NEBRASKA

By: _____

By: _____

By: _____
(Printed)

By: _____
(Printed)

Title: _____

Title: _____

Legal
Approved _____
Reviewed _____
Date _____

PM
Approved _____
Date _____

RESOLUTION 2013-409

WHEREAS, the City of Grand Island invited Requests for Proposals for Electric System Master Plan, according to plans and specifications on file with the Utilities Department; and

WHEREAS, on November 7, 2013, proposals were received, opened and reviewed, and evaluated; and

WHEREAS, Black & Veatch of Overland Park, Kansas, submitted a proposal in accordance with the terms of the Request for Proposals, and plans and specifications and all other statutory requirements contained therein, such proposal being in an amount not to exceed a total price of \$252,812.00; and

WHEREAS, the proposal of Black & Veatch of Overland Park Kansas, meets all of the requirements for the Utilities Department Electric System Master Plan.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the proposal of Black & Veatch of Overland Park, Kansas, in an amount not to exceed \$252,812.00, for the Utilities Department Electric System Master Plan, is hereby approved, and that the Mayor is authorized to sign the Contract on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, December 17, 2013.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

| | |
|---------------------|-----------------|
| Approved as to Form | ▣ _____ |
| December 13, 2013 | ▣ City Attorney |



City of Grand Island

Tuesday, December 17, 2013

Council Session

Item I-5

#2013-410 - Consideration of Approving Deferral of Grand Island as U.S. Dept. of Housing and Urban Development Entitlement Grantee

Staff Contact: Jaye Monter, Finance Director

Council Agenda Memo

From: Jaye Monter, Finance Director

Meeting: December 17, 2013

Subject: Approving Deferral of Grand Island as U.S. Dept. of Housing and Urban Development Entitlement Grantee

Item #'s: I-5

Presenter(s): Jaye Monter, Finance Director

Background

On July 23, 2013 Council approved Resolution 2013-14 authorizing the Mayor to submit a letter the U.S. Department of Housing and Urban Developments (HUD) accepting entitlement status as a HUD entitlement grantee.

As an entitlement community, the City of Grand Island would receive funds directly from HUD on an annual formula basis from the Federal Government. As an entitlement grantee, the City would report directly to HUD and be responsible for all grant administration. Currently the State of Nebraska Department of Economic Development is responsible for reporting to HUD.

The next required step in the acceptance of the entitlement process is for Grand Island to develop and submit a Consolidated Plan for fiscal years 2015, 2016 and 2017. The Consolidated Plan acts as the City's comprehensive planning document under the Community Development Block Grant (CDBG) program. The Consolidated Plan must be received by the Omaha HUD field office 45 days prior to the program year start date of October 1, 2014. In addition to the Consolidated Plan, the City must also develop and follow a detailed citizen participation plan. The plan should provide opportunities for citizens to participate in the development of the Consolidated Plan and the way CDBG funds are used in the community.

Discussion

To date, there has been little progress on the City's comprehensive plan document and plan for citizen participation which must be approved by Council and submitted to the Federal Office by August 15, 2014. Compounding the situation is the recent vacancy in the City of Grand Island's Community Development Division. Until such time as this

position is filled, it is unlikely that any substantial work on the consolidated plan can be completed and approved by the August 15, 2014 deadline. Therefore, City staff initiated discussions with the Omaha branch of the U.S. Department of Housing and Urban Development (HUD) regarding this situation. HUD representatives stated that the City Of Grand Island is eligible to defer entitlement status for the 2015 fiscal year. The City will be eligible to accept status for the 2016 fiscal year if the same criteria exist for eligibility at that time. No changes in the eligibility requirements are anticipated.

Deferment from the entitlement program will continue the City's current participation through the State Community Development Block Grant program and allow the city additional time to fill the vacancy and develop a consolidated plan that will meet HUD requirements.

Alternatives

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

1. Approve the deferral to the HUD entitlement grantee program and authorize the Mayor to sign all related documents.
2. Refer the issue to a Committee.
3. Postpone the issue to a later date.

Recommendation

City Administration recommends that Council approves the deferral of HUD entitlement grantee status and authorize the Mayor to sign all related documents

Sample Motion

Move to approve the deferral of HUD entitlement grantee and authorize the Mayor to sign all related documents.

RESOLUTION 2013-410

WHEREAS, the City of Grand Island, Nebraska, as a designated Metropolitan Statistical Area (MSA), is an eligible unit of a general local government authorized to accept status as an U.S. Department of Housing and Urban Development (HUD) Entitlement Grantee; and

WHEREAS, the City of Grand Island accepted entitlement status on July 23, 2013; and

WHEREAS the City now seeks deferral of Entitlement Status in order to have more time to complete the required Consolidated Plan for fiscal years 2015, 2016 and 2017.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island, Nebraska is hereby authorized to defer status as a HUD entitlement grantee; and

The Mayor is hereby authorized and directed to execute documentation on behalf of the City of Grand Island for such process.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, December 17, 2013.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

| | |
|---------------------|-----------------|
| Approved as to Form | ▣ _____ |
| December 13, 2013 | ▣ City Attorney |



City of Grand Island

Tuesday, December 17, 2013

Council Session

Item I-6

#2013-411 - Consideration of Amendment to IAFF Contract

Staff Contact: Brenda Sutherland

Council Agenda Memo

From: Brenda Sutherland, Human Resources Director

Meeting: December 17, 2013

Subject: Consideration of Amendment to IAFF Labor Agreement

Item #'s: I-6

Presenter(s): Brenda Sutherland, Human Resources Director

Background

The City Council approved the addition of two new positions in the Fire Department in February 2013; the Life Safety Inspector and the Shift Commander. The positions were originally added as non-union positions. A petition was later filed with the Commission of Industrial Relations (CIR) to address the question as to whether the positions were eligible to be covered by the IAFF Local 647 labor agreement. The CIR confirmed their eligibility in the bargaining unit.

Discussion

The amendment presented to Council is a housekeeping measure to formally add the positions of Life Safety Inspector and Shift Commander to the IAFF Local 647 Labor Agreement. The terms and conditions for the Shift Commander are outlined in the current agreement and the attached salary table is represented in the proposed Salary Ordinance #9467.

The Life Safety Inspector is a unique position in this labor agreement due to the fact that it is a civilian, 40 hour per week position that typically works an 8 hour shift. As this position didn't fit neatly into the current agreement both parties agreed to outline the terms that needed to be addressed separately in the attached document labeled Amendment 1. Most benefits have remained the same as they were under the non-union Personnel Rules.

The petition to the CIR asked that these positions be included in the bargaining unit and this action will formally carry that out. The terms of the current labor agreement for all positions covered under the IAFF Local 647 bargaining agreement will be negotiated in the next few months as the current agreement will expire on September 30, 2013

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve Amendment 1 to the IAFF Labor Agreement.

Sample Motion

Move to approve Amendment 1 to the IAFF Labor Agreement



and

**INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS**

LOCAL NO. 647

October 1, 2012 through September 30, 2014

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LABOR AGREEMENT

THIS AGREEMENT is between the City of Grand Island (hereinafter referred to as the "City"), and Local No. 647, International Association of Fire Fighters, AFL-CIO, CLC (hereinafter referred to as the "Union") and amends and replaces in its entirety any previous contracts or offers between said parties. This agreement shall become effective October 1, 2012 for determining all wage and benefit issues and continue through September 30, 2014.

PURPOSE AND INTENT OF THE OFFER

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

ARTICLE I UNION RECOGNITION

The City recognizes the Union as the sole and exclusive collective bargaining representative for the positions of Firefighter EMT, Firefighter/Paramedic, and Fire Captain. The positions of Fire Chief and Fire Division Chief are excluded.

ARTICLE II HOURS OF WORK

A. WORK DAY AND WORK WEEK

The City shall establish the workday, the work period, and work schedules as permitted by law.

B. CHANGES IN WORK SCHEDULE

All changes in the work day, period, or schedules, except in cases of emergency, shall be posted for all affected employees to see at least five (5) calendar days before the change is effective.

C. KELLY DAYS

We will operate under a Kelly day scheduling system. The Kelly day schedule will affect only the 28-day cycle in which the employee would normally be scheduled to work 240 hours. The schedule will be reduced by one 24 hour shift to reduce the scheduled work time to 216 hours in the 28-day cycle. Kelly days will be scheduled by department administration.

D. OVERTIME

Overtime work shall be authorized only in the following cases:

1. In the event of fire, flood, catastrophe, or other unforeseeable emergency.
2. Where a position must be manned and another employee is not available for work.
3. To provide essential services when such services cannot be provided by overlapping work schedules.
4. When the City determines that utilization of present employees is more advantageous to the City than the hiring of additional personnel.
5. No employee shall be regularly scheduled to work overtime without the approval of the chief administrative officer of the City.
6. Overtime work shall be authorized in advance, except in cases of emergency or Long Distance Transfers (LDTs) by the chief administrative officer of the City, or by a supervisor to whom this responsibility has been delegated.
7. All employees who are required to work overtime shall receive overtime compensation, in accordance with Article III.

ARTICLE III OVERTIME PAY

A. OVERTIME PAY

1. Hours Scheduled. Employees are currently scheduled to work either 96 or 120 hours in each 14-day pay period, for a total of 216 hours in each 28-day cycle. For payroll purposes, employees are paid for 108 hours in each 14-day pay period, regardless of the actual hours scheduled.
2. Hours Worked. For purposes of calculating eligibility for overtime, "hours worked" shall include actual hours worked. For purposes of calculating overtime, hours worked shall include actual hours worked. Any payment for time not actually worked (leave time) shall not count towards the calculation of overtime.
3. Eligibility. Employees will be eligible for overtime pay for hours worked in excess of 212 hours in each 28-day pay period. Overtime work shall be compensated at the rate of one and one-half (1 ½) times the number of hours worked in excess of the hours scheduled.
4. Recall. If an employee is called to duty during off-duty time or while on a "Kelly Day" or any other type of leave time, and such time does not coincide with the employee's scheduled tour of duty, such employee shall be paid for a minimum of two (2) hours at the rate of time and one-half. When an employee is held over for an unscheduled occurrence such as

sickness or injury, the Department will use the following method to fill the opening: The Chief or his designee will solicit volunteers from the previous shift. If no volunteers are found, the Department will contact off-duty staff to volunteer. If the opening is not filled by either of the above methods, the City will mandatorily fill the position by resorting to a rotating list of available employees and an employee will be selected based on inverse seniority so that the least senior employee will be selected and once an employee is ordered to work a mandatory overtime, he or she will not be eligible to work another mandatory overtime until all other names on the list are exhausted. For example, Employee "A" is the least senior on A Shift and it becomes apparent that a vacancy will occur on the B Shift that needs to be filled, if no volunteers are found and off-duty staff has not agreed to come in to fill the vacancy, Employee "A" can be ordered to fill the vacancy. The next time this contingency occurs, the next least senior employee will be eligible to be ordered to fill the vacancy and so on, until the rotating list is exhausted. The employee who is mandatorily scheduled after all other methods are exhausted will be paid at the rate of time and one-half. This excludes employees who are held over waiting for provisions of this paragraph to be implemented.

5. Unit of Pay. Overtime shall be accrued and compensated for in one-quarter (1/4) hour units.

ARTICLE IV HOLIDAYS AND HOLIDAY PAY

A. HOLIDAYS

The following holidays are observed:

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

In addition, the City will provide one (1) additional non-cumulative personal holiday each fiscal year to all eligible employees. This holiday shall be observed simultaneously by all members of the bargaining unit on a date agreed upon by the Fire Chief and the Union President on an annual basis. The City shall make a contribution to the employee's VEBA in lieu of the personal holiday. The contribution will be based on 15 hours of pay at a blended rate based on the top wage for all three positions divided by three.

B. ELIGIBILITY FOR HOLIDAY PAY

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

C. HOLIDAY PAY

1. Employees shall be paid 15 hours pay at their regular hourly rate for each of the ten holidays designated in paragraph "A" above, whether they worked the holiday or were off duty; this is in addition to their regular salary.
2. If an employee is not regularly scheduled to work on a holiday and is called out to work on the holiday, the employee shall be paid overtime in addition to the 15 hours pay as set forth above.

**ARTICLE V
VACATIONS**

A. ELIGIBILITY

All full-time employees of the Fire Department are eligible to take vacation leave as it is earned and shall accrue vacation leave in bi-weekly increments as described below. Employees shall accrue vacation time during their new employee probationary/introductory period; however, they will not be entitled to take vacation until successfully completing probationary/introductory period. The employee will not receive any vacation benefits if the leave the employment of the City during the probationary/introductory period. Vacation leave shall be debited in half hour increments.

For purposes of this Article a shift shall mean 24 hours.

B. AMOUNT AUTHORIZED

Authorized leave shall be computed on the following basis:

1. Upon successfully completing the new employee probationary/introductory period, an employee will be granted 54 hours of vacation time. The employee will accrue an additional 54 hours in the first year of continuous service. (4.1539 hours to accrue bi-weekly).
(108 hours total or 4.5 shifts)
2. 120 hours in the second through fifth years of continuous service (4.6154 hours to accrue bi-weekly).
(120 hours total or 5 shifts)

3. 144 hours in the sixth year of continuous service (5.5385 hours to accrue bi-weekly).
(144 hours total or 6 shifts)
4. 168 hours in the seventh through tenth years of continuous service (6.4616 hours to accrue bi-weekly).
(168 hours total or 7 shifts)
5. 192 hours in the eleventh through fifteenth years of continuous service (7.3847 hours to accrue bi-weekly).
(192 hours total or 8 shifts)
6. 216 hours in the sixteenth through the twentieth years of continuous service and thereafter (8.3077 to accrue hours bi-weekly).
(216 hours total or 9 shifts)
7. 240 hours in the twenty-first year of continuous service and thereafter (9.2308 to accrue hours bi-weekly).
(240 hours total or 10 shifts)

C. VACATION SCHEDULE

Vacation leave shall be taken at a time convenient to and approved by the Fire Chief. While all employees are encouraged to take four consecutive shift days of vacation each year, when eligible, the City may grant shorter periods of two shift days or less. Each employee shall take a vacation of at least two consecutive shift days each year when eligible.

D. VACATION CARRY-OVER

An employee will be allowed to carry no more than the maximum amount of vacation that he or she can earn in one year, plus 48 hours (2 shifts). An employee who fails to use his or her vacation time through the employee's own decision loses all but the maximum carry-over hours mentioned above.

E. VACATION CREDIT ON SEPARATION

Separation from employment shall include resignation, retirement, termination, or death. Upon separation from employment with the City due to retirement, termination, or death, an employee shall be paid for his or her unused portion of accumulated vacation leave.

In the case of resignation, an employee must resign in good standing or the City will not compensate him or her for accrued but unused vacation leave. To resign in good standing, an employee must give the Fire Chief written notice at least fourteen calendar days prior to separation, unless the Fire Chief agrees to permit a shorter period.

Pay at separation shall be directed to the employee's VEBA except in the case of death. An employee who separates from employment with the City shall not accrue vacation leave credits after his or her last day of work.

F. SENIORITY FOR VACATION PLANNING

Vacation shall be granted on shift seniority. A vacation schedule shall be created for the entire year. The senior employee shall have first pick of not more than half of their allotted shift-days during prime time. If an employee desires to split his or her vacation period, such employee must pick first choice and then wait until everyone has made a choice before getting second choice. If the employee is eligible for more than four shift days of vacation and wishes to take all accrued vacation at one time, employee must waive first choice and choose a period after everyone else has had one choice. If an employee becomes ill on vacation leave, such employee cannot take medical leave and then take that portion of vacation leave at another time.

No more than four (4) employees from the Fire Department can take vacation from one shift at the same time.

A second pick of not more than four consecutive days may be chosen by shift seniority after first picks have been selected, notwithstanding waiving first pick to take more than four days at one time. The remaining work shifts may be selected until all days have been picked. At the Chief's discretion an employee may be allowed to use vacation leave on one or more shifts in increments to be determined by the Chief at the time of a request.

ARTICLE VI MEDICAL LEAVE

A. AMOUNT AUTHORIZED

Medical leave shall be accrued by each employee at the rate of fourteen hours for each full calendar month of service. The amount accrued shall be prorated for any period of time an employee is not in an active pay status. An employee may accumulate medical leave to a maximum of 1695 hours. Medical leave shall be debited in half hour increments.

B. USE OF MEDICAL LEAVE

Medical leave with pay must be accrued before it can be taken and advancing medical leave is prohibited. Employees may utilize their allowances of medical leave when unable to perform their work duties by reason of personal illness, fatigue due to job related duties, non-compensable bodily injury, pregnancy, disease, or exposure to contagious diseases under circumstances in which the health of other employees or the public would be endangered by attendance on duty. Medical leave with pay may be utilized to keep medical, optical or dental appointments. It may also be utilized for a maximum of one hundred twenty five (125) hours per

contract year for illness of or injury to, a member of the immediate family as defined in this Section. Medical leave shall be debited in half hour units.

For purposes of medical leave, "immediate family member" shall mean a child, spouse, parents, mother-in-law, father-in-law and grandparents. "Child" shall include a biological, adopted or foster child, a stepchild, a legal ward, or a child of a person standing "in loco parentis".

C. REPORTS ON CONDITION

When an employee finds it necessary to utilize medical leave, the employee shall notify his or her supervisor as soon as possible. An employee must keep his or her immediate supervisor informed of the employee's condition. An employee may be required to submit a medical record or certificate for any absence. Failure to fulfill these requirements may result in denial of medical leave.

D. FRAUDULENT USE

The Fire Chief may investigate any medical leave taken by an employee. False or fraudulent use of medical leave shall be cause for disciplinary action and may result in dismissal.

E. NOTIFICATION

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

F. BEREAVEMENT LEAVE

Bereavement leave shall be granted to eligible employees for up to twenty-four (24) hours per calendar year for non-immediate family members. Non-immediate family member shall mean aunts, uncles, nieces, and nephews. An employee shall be eligible to use up to forty-eight (48) hours of paid bereavement leave for the death of an immediate family member which includes parents, spouses, children, siblings, grandparents, grandchildren, and in-laws of the same relation, regardless of when it occurs. In addition to the use of bereavement leave as set forth hereafter, medical leave may be granted at the discretion of the Fire Chief and City Administrator for the death of a member of an employee's immediate family because of unusual circumstances. To attend the funeral of someone other than immediate and non-immediate family, an employee shall take vacation.

G. COMPENSATION FOR UNUSED MEDICAL LEAVE AT RETIREMENT

In addition to Article V, Section E, of this agreement, each employee upon retirement shall have a contribution made to their VEBA representing 38% of his or her accumulated medical leave

not to exceed 1576 hours; the rate used for the contribution will be based on the employee's salary at the time of retirement. In the case of death, the medical leave benefit will be paid at the same rate as retirement and shall be paid to the employee's beneficiary or estate. For individuals named in the Memo of Understanding, dated May 5, 2009, such employees shall receive credit upon retirement from employment of 25% for the cash value of any hours in excess of 1,687 up to 2,880 hours. Such hours shall be paid as a contribution to their VEBA. The rate used for the contribution will be based on the employee's salary at the time of retirement.

H. FAMILY AND MEDICAL LEAVE ACT POLICY

This policy establishes the rights and obligations of the City of Grand Island and its employees with respect to leave necessary for medical care of employees and their families pursuant to the 1993 Family and Medical Leave Act, more commonly referred to as FMLA.

An employee must be employed by the City for at least 12 months (the 12 months need not be consecutive) to be eligible to receive leave under this policy. Additionally, the employee must have worked at least 1,250 hours in the year preceding the date the employee seeks to start the leave.

Eligible employees are entitled to take up to 12 weeks of unpaid leave during a 12 month period for the following purposes: childbirth, adoption or placement of a foster child; or to care for a child, spouse, or parent with a serious health condition; or one's own serious health condition. A serious health condition means an illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice, or residential medical care facility; or continuing treatment by a health care provider. The City will observe a rolling 12-month period for purposes of tracking leave.

Employees requesting leave due to the birth, adoption, or placement of a foster child are required to provide written notice at least 30 days prior to the date that leave is anticipated to begin or as is possible if the event would occur earlier than anticipated.

Employees requesting family leave related to the serious health condition of themselves or a child, spouse, or parent may be required to submit a health care provider's statement verifying the need for such leave, the beginning and ending dates, and the estimated time required. Failure to provide required certifications may result in the denial of the leave or request for leave on an intermittent basis.

When both spouses are employed by the City, they are jointly entitled to a combined total of 12 weeks of leave if the leave is for the birth, adoption, or placement of a foster child or to care for a parent with a serious health condition.

Each spouse is entitled to 12 weeks of leave if the leave is due to his or her own serious health condition or to care for a son, daughter, or spouse with a serious health condition.

An eligible employee that is taking FMLA leave is required to use all accrued medical leave before going on unpaid status. The employee may choose, but is not required, to use accrued vacation and personal leave prior to taking leave on unpaid status.

Benefits While on Leave - During any period of leave under this policy, an employee's group health insurance coverage will be maintained at the same level and under the same conditions as before the leave began. Employees who normally made a contribution toward their health insurance coverage must continue to do so. If the employee has leave banks accrued and is using them, the employee's contribution will be collected in the same manner as if the employee were reporting to work. However, if the employee's leave banks have been exhausted, the employee must arrange with the Finance Department prior to the start of their leave, for the payment of the employee's share of the premiums and other voluntary deductions. Once an employee has exhausted all leave banks, they will not accrue any other benefits. This includes vacation time, medical leave time, holidays and personal days.

Return to Duty – An employee who has taken leave for their own serious health condition, will be required to present certification of fitness for duty from a health care provider prior to returning to work. Failure to provide certification may cause denial of reinstatement.

Upon return to duty, an employee is entitled to restoration of the former position or an equivalent position with equivalent pay and benefits.

ARTICLE VII MILITARY LEAVE

The provisions relating to military training leave are as provided by section 55-160 Neb. Rev. Stat. 1943 et. seq., as amended. The City will follow provisions relating to military leave as provided by Nebraska Statutes. Additional Active Duty Leave will be granted for members of the military when they have been called to active duty and the period as defined under State statute has expired. The eligible employee will receive pay for 2 additional pay periods, minus any hours that they are available to work during that period. Their health insurance benefits may remain in place at the same premium level for 3 additional calendar months at their request.

An employee will only be eligible to receive the additional Active Duty Leave one time during the course of a military action.

The City also recognizes and abides by the Family Military Leave Act as provided by Nebraska Statutes.

ARTICLE VIII COURT LEAVE

A. WHEN AUTHORIZED

An employee who is required to serve as a witness or juror in a federal, state, county, police, or municipal court, or as a litigant in a case resulting directly from the discharge of his or her duties as an employee, shall be granted court leave with full pay to serve in that capacity; provided, however, that when the employee is testifying in other litigation to which employee is a party, employee shall not be granted court leave but may use vacation leave or compensatory time, or be granted leave without pay for the length of such service. If an employee is called as a witness for the City during off-duty time and such time does not coincide with the employee's scheduled tour of duty, such employee shall be paid for a minimum of two (2) hours.

B. PROCEDURE

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

C. FEES

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

D. ADMINISTRATIVE LEAVE

The Fire Chief may grant administrative leave with pay for the following purposes:

- To participate in examinations, funerals and activities directly related to his or her work.
- To compete for positions in the City Personnel System.
- To present grievances or appeals to a government official.
- To investigate a disciplinary issue.

The Fire Chief may not grant administrative leave in excess of fifteen days. The Mayor must approve requests for leave in excess of fifteen days.

**ARTICLE IX
LEAVE WITHOUT PAY**

A. WHEN AUTHORIZED

The provisions relative to leave without pay shall be as follows:

Leave without pay may be granted to an employee for any good cause when it is in the interest of the department to do so. The employee's interests shall be considered when his or her record of employment shows the employee to be of more than average value and it is desirable to retain the employee even at some sacrifice. The chief administrative officer of the City may grant an employee leave without pay for a specified time not to exceed one month. This leave may be extended with approval of the chief administrative officer not to exceed one additional month. Any appointment made to a position vacated by an employee on leave without pay shall be governed by Civil Service Statutes.

B. CONDITIONS OF USE

Leave without pay shall be subject to the following provisions:

1. At the expiration of leave without pay, the employee shall return to the position held prior to the leave.
2. Vacation and medical leave credits and holiday pay shall not be earned during leave without pay.
3. A leave without pay shall not constitute a break in service, but time off will not be credited toward retirement.
4. Leave without pay for more than thirty days during the probationary/introductory period shall not be counted as part of that period, but the employee to whom such leave has been granted shall be allowed to complete the probationary/introductory period upon return from leave.
5. Failure to report promptly at the expiration of a leave of absence shall be considered a resignation.
6. A leave without pay shall not be allowed for an employee to work for another employer or for self employment.
7. A leave without pay may be granted to participate in union or legislative activities.
8. Employees must use leave banks prior to being on unpaid leave.

ARTICLE X TEMPORARY DISABILITY LEAVE

A. WHEN AUTHORIZED

In the case of temporary disability of a firefighter received while in the line of duty, he or she shall receive his or her salary during the continuance of such disability for a period not to exceed twelve months from the date of injury or commencement of disability, except that if it is ascertained by the city that such temporary disability has become a disability as defined in this article, then the salary shall cease and he or she shall be entitled to the benefits for pensions in case of disability as provided in Neb. Rev. Stat. §16-1031, as revised.

B. APPLICATION OF WORKERS' COMPENSATION

All payments of salary provided by this article shall be subject to deduction of amounts paid under the Nebraska Workers' Compensation Act as set forth below:

1. Pursuant to the waiting provisions in Section 48-119 of the Nebraska Workers' Compensation Act, no workers' compensation shall be allowed during the first seven calendar days following the date of injury or date that temporary disability begins, unless the disability continues for six weeks or longer. When the disability lasts less than six weeks, an employee must use medical leave for the initial seven days. If medical leave banks are not available other banks may be used. If no other leave is available, the City shall grant the employee temporary disability leave. If the disability continues for six weeks or longer, the employee will be credited with any sick or vacation leave taken during the initial waiting period.

2. While on leave due to a temporary disability related to a workplace injury, the total compensation paid to an employee, including salary, wages, workers' compensation benefits, and leave pay collected from any other party (except the employee's private insurance) shall not exceed the employee's salary at the time of the commencement of the leave, plus any allowed and approved cost of living increase which commences during the period of leave.

The City of Grand Island will comply fully with the Worker's Compensation Program that has been established under State statute.

When accidents occur at work, they must be reported immediately to the supervisor and the appropriate paperwork filled out at that time and sent in to the office. A supervisor must have prior knowledge and approve a doctor's visit. A doctor's report may be required to substantiate the injury.

C. SUBROGATION

The City reserves a right of subrogation because of payment of temporary disability leave to any employee who is disabled or injured by a third party, and reserves the right to pursue collection from the employee of any money paid by the party to the extent of the City's payment

of temporary disability leave. Should the employee receiving temporary disability leave collect from the third party for salary, wages or expenses otherwise paid by the City, he or she will reimburse the City for money paid as temporary disability leave or expenses resulting from the injury.

Nothing in this article shall be interpreted to mean that the City shall have the right to initiate civil litigation in the name of the employee against the party or representative of such party until after receiving consultation and advice of the employee and a signed waiver to that effect.

D. LIMITATION OF LEAVE

Temporary disability leave will not be available to employees following twelve months from the original date of injury or date that disability begins absent express approval of the chief administrative officer of the City. The chief administrative officer may grant an extension of this time not to exceed six (6) months.

Any employee whose employment by the City is terminated due to exceeding this limitation of leave shall be compensated for any remaining unused medical leave as in the case of retirement.

E. LIGHT DUTY

A light duty policy will be maintained by the City to accommodate employees who have been injured in the workplace to return to work as soon as possible. The commencement of light duty work and/or modified duty work shall be five (5) calendar days from the date of injury. Any changes in shifts to accommodate the light duty work shall be made in the interim. Any employee who is medically released for light duty may commence light duty work and/or modified duty work earlier than the five (5) days from the date of injury if the employee is willing to do so. During the five day period between the date of injury and the beginning of light duty work and/or modified duty work, any employee who does not willingly return to light duty work who is released by a doctor to do so, shall be required to take medical leave for any regularly scheduled shifts that are missed. If medical leave is unavailable to the employee, vacation leave may be used in lieu of medical leave. Day one shall constitute the date of injury, and day six shall be the day the employee begins light duty work.

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

**ARTICLE XI
GENERAL PROVISIONS CONCERNING LEAVE**

A. ABSENT WITHOUT APPROVAL

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

B. AUTHORIZED LEAVE FORMS

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

**ARTICLE XII
PAYROLL DEDUCTION OF UNION DUES**

Upon receipt of a lawfully executed written authorization from an employee, which may be revoked in writing at any time, the City agrees to deduct the regular biweekly amounts specified therein from employee's pay for union dues. The effective date of such deduction shall be the second payroll following the filing of the written authorization by the employee with the Finance Director. The Finance Director will remit the collected union dues, together with a list of the employees' names for which the dues were deducted, to the official designated by the union, in writing, by the fifteenth day of the next succeeding month following the deduction. The City agrees not to withhold any initiation fees, assessments, special or otherwise, or any funds from an employee's pay for the benefit of the union other than regular union dues as set forth herein.

The union agrees to indemnify and hold the City harmless against any and all claims, suits, orders, or judgments brought or issued against the City as a result of any action taken or not taken by the City under this article.

**ARTICLE XIII
POLICIES AND BENEFITS**

A. DRUG-FREE WORKPLACE

The City of Grand Island is committed to providing a safe work environment. The City absolutely prohibits the distribution, manufacture, possession, sale, use, transfer, transport or purchase of illegal drugs, or being under the influence of alcohol or drugs at the workplace or having any measurable amounts of alcohol or drugs such as those listed below in their system while at the workplace, on City premises, or in City vehicles. The standard cut-off limits are

provided by the testing facility. Any violation of this policy is subject to discipline up to and including termination, for the first offense.

The substances that are prohibited include but are not limited to the following:

- Alcohol
- Cannabinoids (marijuana, hashish)
- Depressants (tranquilizers)
- Hallucinogens (PCP, LSD, designer drugs" etc.)
- Narcotics (heroin, morphine, etc.)
- Stimulants (cocaine, methamphetamines, etc.)

Any employee convicted of violating a criminal drug statute must inform the City of such a conviction (including pleas of guilty and no contest) within five days of the conviction occurring. Failure to inform the City will subject the employee to disciplinary action, up to and including termination for the first offense. By law, the City will notify the federal grant agency or contracting officer within 10 days of receiving such notice from an employee or otherwise receiving notice of such conviction.

The City reserves the right to offer employees convicted of violating a criminal drug statute in the workplace, the opportunity to participate in a rehabilitation or drug abuse assistance program, at the employee's expense, as an alternative to discipline. If such an opportunity is offered and accepted, the employee must successfully complete the program before returning to their position as a condition of employment.

The City shall test all applicants who have been offered a position with the City prior to starting their new job. Job placement is contingent on the results of the drug testing. The City will test for the following substances for all new hires;

- Amphetamine/Methamphetamine
- Cannabinoids
- Cocaine metabolites
- Opiates
- PCP

The City reserves the right to test any employee that it has reasonable cause to believe is under the influence of alcohol or drugs while in the workplace.

B. POLITICAL ACTIVITY

All employees may not interfere or use the influence of their office for political reasons. They shall not participate in any political activity during normal working hours or when otherwise engaged in the performance of official duties. No employee shall engage in any political activity while wearing a uniform required by the City. An employee may not represent themselves as an employee of the City while being involved in an outside political activity. Employees are urged

to contact the Fire Chief to determine the degree of political involvement allowed. Employees may not be dismissed or disciplined because they refuse to make a contribution to a political organization.

C. RESIDENCY

All employees, covered by this offer are required to reside within a thirty-five mile radius of the City of Grand Island. Employees who reside outside of this radius as of October 1, 2006 will not have to move into the required area. Those who do reside in the required area will not be allowed to move outside of the 35 mile radius. All newly hired employees shall have three months after completion of probationary/introductory period to comply with the residency requirements.

D. NEPOTISM

Public trust, safety, and City morale require that the City maintain a policy that ensures a sense of fairness to the general public as well as internal employees when it comes to the relationships of its employees. In order to promote the efficient operation of the City and to avoid the formation of cliques, claims of sexual harassment, or gender-based discrimination and the blurring of professional and personal responsibilities, the following policy describes the rules for workplace relationships.

Regular status employees who are members of the same family are eligible for City employment provided that they are not in the same supervisory chain of command. No relative shall work within the same shift or station of the City, nor shall any relative work within any supervisory capacity of another relative on a daily basis. They may, however, be employed in different divisions of the same department or in different departments. For purposes of defining this policy, family members shall include; spouse, children, stepchildren, parents, grandparents, siblings, and in-laws of the same relation. For further clarification, supervisory positions in the chain of command are as follows: Fire Chief, Fire Division Chief, and Fire Captain.

In addition to family relationships, and for the same reasons mentioned above, employees involved in romantic and/or sexual relationships or dating must also observe the chain of command rules mentioned above.

Employees must notify the City if they are in violation of this policy. Notification shall remain confidential. If the City cannot accommodate a transfer request and one of the employees affected does not voluntarily resign to correct the violation, the employee with the least amount of seniority with the City will be asked to resign or be terminated.

E. OUTSIDE EMPLOYMENT

Employees may hold other employment outside of City employment with prior approval from the Fire Chief as long as it does not interfere with the duties of the City job and does not conflict with the interests of the City.

F. TUITION REIMBURSEMENT

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

Qualification Process – the Fire Chief based on the following considerations will make the determination of whether a request qualifies for the Tuition Reimbursement Program:

- Is there budget authority?
- Is the course job related?
- Is there supervisor approval?
- Is the employee requesting reimbursement eligible for other assistance programs?

Approval Process – To receive tuition reimbursement, the employee must submit a “Tuition Request Form”, which contains the qualification information listed above, as well as the employee’s financial request prior to beginning the course.

Reimbursement will be allowed for books and other fees. Tuition reimbursement is available only to regular full-time status employees. If the employee is eligible for other assistance programs, the City will provide secondary benefits only.

Reimbursement Process – Any employee requesting tuition reimbursement will submit a grade report indicating the grade received for the class that was taken. Reimbursement will be as follows:

A or B – 100%
C – 80%

The Fire Chief will include the request for reimbursement in the next payroll period. Annual tuition reimbursement will be limited as follows:

| | |
|---------------------------------|----------------|
| Less than two years of service: | \$600.00 |
| Two to five years of service: | \$1,000.00 |
| Over five years of service: | No limitations |

G. BILINGUAL PAY

Employees who are proficient in an approved second language will be paid \$1,000 per calendar year, payable in the second check in November. In order for an employee to collect bilingual pay, the employee must be actively employed in November. The Fire Chief will determine whether bilingual skills are needed based upon the interaction of the department with the public. If bilingual skills are needed, the Fire Chief with the approval of the City Administrator will determine which languages are “approved” based upon the needs of the department as they relate to the demographics of Grand Island.

A test will be given by the Human Resources Department to test the proficiency of the employees in each approved language before an employee is eligible for bilingual pay. The bilingual test will measure, among other things, an employee's conversational ability.

Bilingual pay will be prorated based on the employee's average hours worked. An employee that is hired as an interpreter will not be eligible for bilingual pay.

ARTICLE XIV PENSION RETIREMENT PLAN

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

ARTICLE XV RATES OF PAY FOR WORK PERFORMED

A. SURVEY

The parties have relied on their own survey data to negotiate the wages and terms and conditions of employment established by this agreement and the totality of the agreement represents a compromise which should not be construed as an admission by either party regarding the appropriate array for determining comparability for the positions covered by this Agreement.

B. 2012-2013 FISCAL YEAR

Rates of pay commencing on the first full pay period on or after October 1, 2012, for work performed in the classes Firefighter, Paramedic and Fire Captain under this agreement shall be increased by 2% and are attached as Exhibit "A".

C. 2013 – 2014 Fiscal Year

Rates of pay commencing on the first full pay period on or after October 1, 2013, for work performed in the classes Firefighter, Paramedic and Fire Captain under this agreement shall be increased by 2.5% and are attached as Exhibit "B".

D. Voluntary Employee's Beneficiary Association (VEBA)

The VEBA will be considered by both parties as part of the total compensation for computation of wages and benefits. Effective October 1, 2012, the City will contribute \$10.00 per pay period per covered employee into the employee's VEBA account to be used by the employee under the terms of the VEBA trust agreement applicable to bargaining unit employees.

E. FUTURE INCREASES IN PAY

It is understood and agreed that payment of future rates is contingent upon the City adopting budget statements and appropriation or ordinances sufficient to fund such payments and salary ordinances authorizing such payments. The Union acknowledges that the City must comply with the Nebraska Budget Act.

F. STEP PAY PLAN

1. Upon the effective date of this agreement employees will be considered for step increases using the following time schedule:

Step 1 Entry level;

Step 2 -9 Upon successful completion of twelve months of service in Step 1 of the job classification and each step thereafter;

2. The Mayor may evaluate the manner of performance of any employee, all employees, or any portion of the employees at any time during such employees' service. Any adjustments in the pay of such evaluated employees, including probationary/introductory employees' step adjustments, shall be effective on the first day of a pay period falling on or immediately following such adjustment.

3. Employees, prior to advancing in step or grade, shall be evaluated. Such evaluation shall take place at least yearly. For purposes of an increase in pay, other than salary table adjustments, an employee must receive a satisfactory evaluation. Such evaluations shall be advisory and shall in no way require the granting of merit increases by the administration; but denial shall be in writing, showing cause for such denial. Should a merit increase be denied, a new evaluation shall be made six months from the date of the first evaluation.

4. Employees may be considered for more than a one-step increase when recommended by the Fire Chief and approved by the chief administrative officer.

5. In no case shall any employee be advanced beyond the maximum rate of the pay grade for his or her class of position.

6. 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 receive compensation in the class for which they are working at the beginning of the sixth day. They will be compensated at a level in the new pay range that guarantees at least a 3% increase.

7. The City uses a payroll cycle that runs bi-weekly (every two weeks). Any employee that identifies a mistake in their paycheck should contact their supervisor and/or the Payroll Specialist so that it is brought to their attention for correction. The City makes every effort to

correctly process its payroll and prohibits improper deductions. Any such errors will be corrected as they are identified.

8. PROMOTIONS: An employee who is promoted will be placed in the lowest step of his or her new pay grade that will permit an increase of at least 3%. After successfully completing the six-month introductory period in their new position, they may be reviewed by the Fire Chief for a step increase at this time.

9. DEMOTIONS: The pay of any employee who is demoted will be on the same step of the pay grade for the job classification to which the employee is being demoted.

10. INTRODUCTORY PERIOD: All employees shall serve an introductory period that shall not be less than six months. The introductory period is an essential part of the employment selection process. It gives the City and the employee the opportunity to make sure the job is a good fit. An employee's performance that does not meet required standards may be terminated without recourse within the introductory period. When it is determined that the services of the employee have not been acceptable, the Fire Chief shall notify the employee in writing of the date that the termination will be in effect. A performance report, together with a copy of the termination, shall be forwarded to the Human Resources Department and Chief Administrative Officer for approval.

A newly hired employee will accrue vacation during the introductory period, but it will not be considered "earned" until the introductory period is successfully completed. An employee that leaves the City's employ during the introductory period will not be compensated for the accrued vacation.

A performance evaluation and change of status form that requests that they be removed from the introductory status will signify successful completion of the introductory period. The Fire Chief may extend the introductory period upon written notification to the employee and the Human Resources Director.

While serving the introductory period, an employee may be appointed or promoted to a position in a different class. When this occurs, the employee will begin a new introductory period for the position to which he or she has been appointed or promoted to. The same is true for employees that request reassignment into a different position.

An employee may also serve additional introductory periods in the case of a promotion. When promoted, an employee will serve an introductory period that resembles that required for the original appointment.

11. REGULAR STATUS: Once an employee successfully completes their introductory period, the employee is then appointed to regular status.

12. CONVERSION FROM UNION TO NON-UNION POSITION:

- a) Medical Leave: If an employee transfers to a non-union position and has the maximum medical leave accrued, then he/she will move to the maximum medical accrual in the new non-union position. If an employee has not reached the maximum medical accrual, then the conversion shall be prorated at a percentage of maximum accrual.
- b) Vacation Leave: The amount of hours in the employee's vacation bank will move with the employee to the non-union position. If the employee is over the vacation bank limit as outlined in the Personnel Rules & Regulations based upon years of service, the employee will not accrue further until he/she is below the allowed amount.

The rule would apply the same in an inverse situation.

**ARTICLE XVI
EMPLOYEE RELATIONS**

A. GENERAL

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

B. MEMBERSHIP IN UNION

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

C. DISCIPLINARY ACTION

Disciplinary Action - Cause: cause for disciplinary action against any employee shall also include any cause so specified in the Personnel Rules or ordinances of the City of Grand Island and the rules and regulations of the City Civil Service Commission.

Disciplinary Action - Reprimand: The fire chief may reprimand any employee for cause. Such reprimand may be in writing and addressed and presented to the employee who will initial receipt. A signed copy shall be delivered to the mayor's office for inclusion in the employee's personnel file. The employee may submit an explanation or rebuttal.

Disciplinary Action: It is agreed by the parties that all applicable provisions of the Grand Island City Code and the rules and regulations of the City Civil Service Commission are hereby made

part of this agreement and by this reference made part hereof. An employee subject to disciplinary action may have a union representative, attorney, or other person present as the employee's representative during disciplinary proceedings as provided in the Civil Service ordinances and Personnel Rules of the City.

ARTICLE XVII GRIEVANCE PROCEDURE

A. PROCEDURE

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

A grievance for the purpose of the agreement refers to a question of interpretation, application, and meaning of the terms of the labor agreement between the City and the Union. Employees shall raise and thoroughly discuss any matters of disagreement with their immediate supervisor in order to informally resolve as many matters as possible. In reducing a grievance to writing, the following information must be stated with reasonable clearness: the exact nature of the grievance; the act or acts of commission or omission; the time and place of the act of commission or omission; the identity of the party or parties who claim to be aggrieved; the provisions of this agreement that are alleged to have been violated; and the remedy which is sought.

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

1. First Step - Any employee who believes that he or she has a justifiable grievance shall discuss the request or complaint within ten (10) calendar days with the Union Grievance Committee. If the Committee determines that no grievance exists, then no further action is necessary.
2. Second Step - If the Committee determines that a grievance does exist, the Committee shall present the grievance, in writing, to the fire chief within ten (10) calendar days. The Fire Chief shall consider the grievance and notify the employee in writing within ten (10) calendar days after receipt of the grievance.
3. Third Step - If the grievance is not settled to the satisfaction of the employee, the employee or employee's representative shall present it in writing to the mayor of the City or the mayor's designated representative within ten (10) calendar days after the decision of the Fire Chief. The mayor or designated representative shall notify the employee of the decision made and of any action taken within ten (10) calendar days after receipt of the grievance.

4. Fourth Step - If the grievance is not settled to the satisfaction of the employee, he or she may appeal, within thirty (30) calendar days after receipt of the City's decision, to a court of competent jurisdiction.

The grievant shall be granted, if requested, up to two (2) shift days leave without pay to prepare the petition. The grievant shall be granted, if requested, up to two (2) shift days leave without pay to present the case in court.

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

B. GENERAL CONDITIONS

An employee must obtain the permission of the immediate supervisor before leaving the job to present a grievance.

The time limits provided in this article shall be strictly construed. Unless an extension is agreed to by both parties, failure to comply with the deadlines set forth above shall result in the grievance being conceded by the offending party.

**ARTICLE XVIII
OTHER BENEFITS**

A. INSURANCE

The City agrees to provide medical and dental insurance during the term of this agreement for the employee and employee's dependents at the same benefit level and employee contribution level as provided to other City employees under the City's general group insurance plan. Present and future benefits provided under the general group insurance plan shall be accorded the Union as modified. The City agrees to provide life insurance benefits, following the City's current plan.

B. DISCONTINUANCE OF INSURANCE

1. Unless covered under the FMLA policy, an employee who is on a leave of absence without pay will be removed from coverage under the City's medical insurance plan on the first day of the month following the effective date of the leave and shall remain off the City's plan for the duration of said leave of absence. Upon expiration of such leave and upon return of the employee to active duty, he or she will receive coverage on the first day of the month following his or her return.

2. The employee will be required to pay the premium on the life insurance policy during any leave of absence without pay for the first sixty days. Thereafter, the employee will be

dropped from the life insurance plan. The employee shall pay both the City's premium and employee's premium, if any, during this period.

C. UNION BULLETIN BOARD

The City agrees to provide space for the union to erect one bulletin board in each fire station for the posting of notices pertinent to the good and welfare of the union.

D. UNIFORM ALLOWANCE

All uniformed employees will be paid \$44.16 per month for clothing and uniform allowance, which shall be in addition to the regular salary to which such employees are entitled. Said clothing allowance shall be paid by adding \$22.08 to the employees' paychecks twice per month.

The City will provide to all new hires at the time of hire two (2) short sleeve class B shirts, two (2) long sleeve class B shirts, two (2) pairs of duty pants and two (2) pairs of duty shorts. The City will provide to all new hires upon completion of training, bunker gear which will consist of a coat, pants, suspenders, two pairs of gloves, two hoods, and one pair of boots chosen by the Fire Chief. All current employees will receive new bunker as is necessary to rotate out as determined by the Chief.

If any such employee shall resign his or her employment, or be terminated for any reason whatsoever, he or she shall be paid clothing allowance on a pro rata basis, but no allowance shall be made for a fraction of a month. Bunker gear paid for by the City shall remain the property of the City.

E. SAFETY COMMITTEE

In the interest of safety for members of the bargaining unit, a safety committee is established. Said committee shall consist of five members: a City safety representative and four union representatives, one from each fire station. At least one firefighter, one paramedic and one fire captain shall be among the union representatives. The final or prime responsibility of the safety program lies with the Fire Chief.

The safety committee will meet at least every 60 days to review safety programs and to discuss safety programs and equipment in general. Life and health safety concerns, essential equipment, and/or apparatus deficiencies will be noted and addressed in a timely manner. Copies of the minutes will be forwarded to the Fire Chief and the Union President.

F. INFECTIOUS DISEASE EXPOSURE: TESTING AND TREATMENT

The City agrees to provide tetanus boosters, hepatitis A, hepatitis B, and meningitis vaccinations, and tuberculosis testing and necessary follow-through without cost to the employee. The City agrees to pay for a baseline test for hepatitis C and follow-up treatment for documented exposure to infectious conditions acquired while on the job.

G. EXCHANGING WORK DAYS

Employees may be allowed to exchange workdays or work in place of an employee regularly scheduled for that day provided the exchange does not result in overtime for either employee. Requests for such an exchange must be submitted in writing not less than three (3) calendar days, if possible, prior to the proposed date of exchange and receive the approval of the fire chief.

H. INSURANCE COMMITTEE

The City agrees to establish and maintain an employee advisory committee to aid in obtaining health, medical, and dental insurance. IAFF representation will be included on this committee.

The City agrees to maintain a pre-tax contribution plan for medical and hospitalization insurance and dependent care.

**ARTICLE XIX
MANAGEMENT RIGHTS**

A. COLLECTIVE BARGAINING

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

B. RESERVED RIGHTS

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

1. Discipline or discharge for just cause whether arising under this agreement or City work rules.
2. Direct the work force.
3. Hire, assign, or transfer employees.
4. Determine the mission of the City.
5. Determine the methods, means, number of personnel needed to carry out the City's mission.

6. Introduce new or improved methods or facilities.
7. Change existing methods or facilities.
9. Relieve employees because of lack of work.
9. Contract out for goods or services.
10. The right to classify jobs and to allocate individual employees to appropriate classifications based upon duty assignments. The City will not abolish or change any bargaining unit classifications for the purpose of depriving the bargaining unit employees of their benefits under this agreement.

ARTICLE XX GENERAL PROVISIONS

A. SCOPE OF NEGOTIATIONS

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

B. MATTERS NOT SPECIFICALLY MENTIONED

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

C. CHIEF ADMINISTRATIVE OFFICER

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

D. UNION MEETINGS

Union meetings shall be held at a location other than the City's fire stations.

E. UNION CREDENTIALS

No representative of the Local 647 Union shall be permitted to come on any job site of the City for any reason without first presenting his or her credentials to the chief administrative officer of the City, or the Fire Chief, and obtaining permission.

F. UNION SOLICITATION

The union agrees that it or its members will not solicit membership in the union or otherwise carry on union activities during working hours or on City property.

G. DISCRIMINATION

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

H. UNION INTERFERENCE

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

I. PAY STEP UPON DEMOTION

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

J. PHYSICAL FITNESS PROGRAM

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

K. FIRE CHIEF

All references herein to the Fire Chief shall mean the head of the department of the City of Grand Island to which the employees covered under this agreement are assigned. The term "Fire Chief" shall include any duly authorized representative acting on behalf of the Fire Chief in accordance with the rules and regulations of the City.

**ARTICLE XXI
STRIKES AND LOCKOUTS**

A. STRIKES

Neither the union nor any officers, agents, or employees will instigate, promote, sponsor, engage in, or condone any strike, slowdown, concerted stoppage of work or any other intentional interruption of the operations of the City, regardless of the reason for so doing. The union shall attempt in good faith at all times to keep its members on the job during periods of negotiations and hearings for the settlement of grievances. If employees strike or in any manner slow down

or stop work without union authorization, the union shall notify the City of the facts involved with the incident. Any or all employees who violate any of the provisions of this article without union sanction may be summarily discharged or disciplined by the City.

B. LOCKOUTS

The City will not lock out any employee during the term of the offer as a result of a labor dispute with the union.

**ARTICLE XXII
DURATION OF OFFER**

A. EXPIRATION

All of the terms, rights, obligations, benefits, and conditions of this offer will expire on September 30, 2014. The City and the Union agree to adhere to the laws of the State of Nebraska with respect to the Industrial Relations Act.

B. TERM

This labor agreement shall commence upon ratification by both parties and shall be retroactive to October 1, 2012 and shall continue in full force and effect until Midnight, September 30, 2014. If a new and substitute agreement has not been duly entered into prior to the expiration date, all economic terms of the offer shall continue in full force and effect unless modified in accordance with the final offer of the City, or until a new agreement is reached, the Nebraska Commission of Industrial Relations (CIR) has made a determination, or the Nebraska Supreme Court has made a decision on appeal from any CIR decision.

CIR WAIVER

As a result of negotiations, and in consideration of this entire collective bargaining agreement, the Union, on behalf of all of its members, hereby knowingly, intelligently, and voluntarily waives its right to file any proceedings with the Nebraska Commission of Industrial Relations (CIR) alleging lack of comparability with respect to any wages, fringe benefits or any other conditions of employment with respect to the time period between October 1, 2012 through September 30, 2014.

**ARTICLE XXIII
SEVERABILITY**

If any of the provisions of this offer are subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statute or

ordinances, all other provisions of this offer shall remain in full force and effect for the duration of this offer.

**ARTICLE XXIV
SCOPE OF AGREEMENT**

A. COMPLETE AGREEMENT

This constitutes the complete agreement concerning all proper subjects of collective bargaining for the duration of the labor agreement period and supersedes all previous agreements. There are no oral agreements nor is this Agreement based upon any oral representation covering the subject matter of this Agreement.

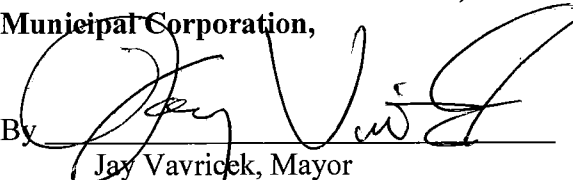
B. INTERPRETATION

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

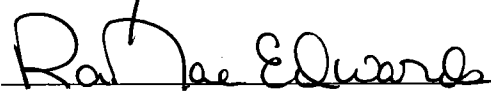
IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

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

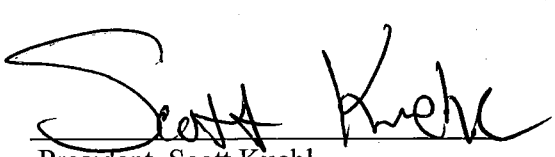
By


Jay Vavricek, Mayor

Attest


RaNae Edwards, City Clerk

**INTERNATIONAL ASSOCIATION OF FIREFIGHTERS
AFL-CIO, LOCAL 647**


President, Scott Kuehl

IAFF

FY 2012 - 2013

Exhibit A

| | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 |
|----------------------------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| Firefighter/EMT 5005 | | | | | | | | | |
| Hourly | 12,8542 | 13,4669 | 14,1085 | 14,7808 | 15,4852 | 16,2230 | 16,9961 | 17,8059 | 18,6543 |
| BiWeekly | 1,388.25 | 1,454.43 | 1,523.72 | 1,596.33 | 1,672.40 | 1,752.08 | 1,835.58 | 1,923.04 | 2,014.66 |
| Monthly | 3,007.88 | 3,151.27 | 3,301.39 | 3,458.72 | 3,623.53 | 3,796.17 | 3,977.09 | 4,166.59 | 4,365.10 |
| Annual | 36,094.50 | 37,815.18 | 39,616.72 | 41,504.58 | 43,482.40 | 45,554.08 | 47,725.08 | 49,999.04 | 52,381.16 |
| Firefighter/Para 5010 | | | | | | | | | |
| Hourly | 14,3516 | 14,9845 | 15,6454 | 16,3353 | 17,0556 | 17,8078 | 18,5931 | 19,4130 | 20,2692 |
| BiWeekly | 1,549.97 | 1,618.33 | 1,689.70 | 1,764.21 | 1,842.00 | 1,923.24 | 2,008.05 | 2,096.60 | 2,189.07 |
| Monthly | 3,358.27 | 3,506.38 | 3,661.02 | 3,822.46 | 3,991.00 | 4,167.02 | 4,350.78 | 4,542.63 | 4,742.99 |
| Annual | 40,299.22 | 42,076.58 | 43,932.20 | 45,869.46 | 47,892.00 | 50,004.24 | 52,209.30 | 54,511.60 | 56,915.82 |
| Fire Captain 5015 | | | | | | | | | |
| Hourly | 17,3016 | 18,0232 | 18,7747 | 19,5576 | 20,3731 | 21,2227 | 22,1076 | 23,0295 | 23,9899 |
| BiWeekly | 1,868.57 | 1,946.51 | 2,027.67 | 2,112.22 | 2,200.29 | 2,292.05 | 2,387.62 | 2,487.19 | 2,590.91 |
| Monthly | 4,048.57 | 4,217.44 | 4,393.29 | 4,576.48 | 4,767.30 | 4,966.11 | 5,173.18 | 5,388.91 | 5,613.64 |
| Annual | 48,582.82 | 50,609.26 | 52,719.42 | 54,917.72 | 57,207.54 | 59,593.30 | 62,078.12 | 64,666.94 | 67,363.66 |

IAFF

FY 2013 - 2014

Exhibit B

| | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 |
|----------------------------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| Firefighter/EMT 5005 | | | | | | | | | |
| Hourly | 13,175.6 | 13,803.6 | 14,461.2 | 15,150.3 | 15,872.3 | 16,628.6 | 17,421.0 | 18,251.0 | 19,120.7 |
| BiWeekly | 1,422.96 | 1,490.79 | 1,561.81 | 1,636.23 | 1,714.21 | 1,795.89 | 1,881.47 | 1,971.11 | 2,065.04 |
| Monthly | 3,083.08 | 3,230.05 | 3,383.92 | 3,545.17 | 3,714.12 | 3,891.10 | 4,076.52 | 4,270.74 | 4,474.25 |
| Annual | 36,996.96 | 38,760.54 | 40,607.06 | 42,541.98 | 44,569.46 | 46,693.14 | 48,918.22 | 51,248.86 | 53,691.04 |
| Firefighter/Para 5010 | | | | | | | | | |
| Hourly | 14,710.4 | 15,359.1 | 16,036.5 | 16,743.7 | 17,482.0 | 18,253.0 | 19,057.9 | 19,898.3 | 20,775.9 |
| BiWeekly | 1,588.72 | 1,658.78 | 1,731.94 | 1,808.32 | 1,888.06 | 1,971.32 | 2,058.25 | 2,149.02 | 2,243.80 |
| Monthly | 3,442.23 | 3,594.02 | 3,752.54 | 3,918.03 | 4,090.80 | 4,271.19 | 4,459.54 | 4,656.21 | 4,861.57 |
| Annual | 41,306.72 | 43,128.28 | 45,030.44 | 47,016.32 | 49,089.56 | 51,254.32 | 53,514.50 | 55,874.52 | 58,338.80 |
| Fire Captain 5015 | | | | | | | | | |
| Hourly | 17,734.1 | 18,473.8 | 19,244.1 | 20,046.5 | 20,882.4 | 21,753.3 | 22,660.3 | 23,605.2 | 24,589.6 |
| BiWeekly | 1,915.28 | 1,995.17 | 2,078.36 | 2,165.02 | 2,255.30 | 2,349.36 | 2,447.31 | 2,549.36 | 2,655.68 |
| Monthly | 4,149.77 | 4,322.87 | 4,503.11 | 4,690.88 | 4,886.48 | 5,090.28 | 5,302.51 | 5,523.61 | 5,753.97 |
| Annual | 49,797.28 | 51,874.42 | 54,037.36 | 56,290.52 | 58,637.80 | 61,083.36 | 63,630.06 | 66,283.36 | 69,047.68 |

Amendment 1

This document serves to amend the current labor agreement between the City of Grand Island and the International Association of Firefighters, Local 647 to add the position and benefits outlined below for Life Safety Inspector and to add the position of Shift Commander. All other terms and conditions as are set forth in the current labor agreement remain unchanged with the exception of the terms outlined in this amendment. The Life Safety Inspector shall be covered by the IAFF Local 647 labor agreement and the conditions outlined in said labor agreement with the exception of the provisions noted below. The Shift Commander position shall also be covered by the IAFF Local 647 and the working conditions are as outlined in the current labor agreement.

HOURS of WORK and OVERTIME

This position will work a standard 40 hour workweek and shall be subject to all rules and regulations outlined in the Fair Labor Standards Act and as such will be entitled to overtime pay for hours worked in excess of 40 hours per week.

PAID HOLIDAYS

The following holidays are recognized as paid holidays and the dates that they will be observed on. Employees in the Life Safety Inspector classification will receive time off with pay (8 hours) for the holidays listed below:

| | |
|----------------------------|-----------------------------|
| New Year's Day | January 1 |
| Arbor Day | Last Friday in April |
| Memorial Day | Last Monday in May |
| Independence Day | July 4 |
| Labor Day | First Monday in September |
| Veteran's Day | November 11 |
| Thanksgiving Day | Fourth Thursday in November |
| Day after Thanksgiving Day | |
| Christmas Day | December 25 |

When a holiday falls on a Saturday, it will be observed on the preceding Friday. When a holiday falls on a Sunday, it will be observed on the following Monday.

Non-exempt regular full-time and part-time employees who are required to work on a holiday will be granted overtime pay for the time period worked.

If a holiday occurs while an employee is on Worker's Compensation or other disability compensation, no credit for the holiday will be allowed. In order to receive pay for an observed holiday, an employee must not have been absent without pay on the workday immediately preceding or immediately following the holiday unless excused by his/her supervisor.

In addition, the City will provide one (1) additional non-cumulative personal holiday each fiscal year to all eligible employees. This holiday shall be observed simultaneously by all members of the bargaining unit on a date agreed upon by the Fire Chief and the Union President on an annual basis. The City shall make a contribution to the employee's VEBA in lieu of the personal holiday. The contribution will be based on 15 hours of pay at a blended rate based on the top wage for all three positions (Firefighter, Firefighter/Paramedic and Captain) divided by three.

VACATION

Employees shall accrue vacation time during their new employee probationary/introductory period; however, they will not be entitled to take vacation until successfully completing probationary/introductory period. The employee will not receive any vacation benefits if the leave the employment of the City during the probationary/introductory period. Vacation leave shall be debited in half hour increments and accrue as outlined below:

| | |
|---------------------|-----------|
| Years 1 through 4 | 80 hours |
| Years 5 through 6 | 120 hours |
| Years 7 through 8 | 128 hours |
| Years 9 through 10 | 136 hours |
| Years 11 through 12 | 144 hours |
| Year 13 | 152 hours |
| Years 14 through 19 | 160 hours |
| Years 20 through 24 | 168 hours |
| Year 25 and beyond | 176 hours |

The Chief will make every effort to grant requested vacation time; however, it must be approved in advance and will be granted on the basis of work requirements of the department. Seniority will be considered when scheduling vacations within the department.

Each employee will take a period of vacation that allows him or her to be away from the workplace for a minimum of five consecutive work days which may include the use of personal leave. Holidays, which occur during an employee's vacation, do not count as vacation time.

CARRY-OVER

Employees will be allowed to carry-over the maximum amount of vacation that they earn in one year, plus 80 hours. Current vacation time and carry-over time may be used during a single calendar year when authorized.

An employee who fails to use his/her vacation time through the employee's own decision loses all but the maximum carry-over amounts as mentioned above. The Human Resources Director and City Administrator may waive the provisions of this section in extreme circumstances for the good of the City.

VACATION CREDIT ON SEPARATION

Separation from employment shall include resignation, retirement, termination, or death. Upon separation from employment with the City due to retirement, termination, or death, an employee shall be paid for his or her unused portion of accumulated vacation leave.

In the case of resignation, an employee must resign in good standing or the City will not compensate him or her for accrued but unused vacation leave. To resign in good standing, an employee must give the Fire Chief written notice at least fourteen calendar days prior to separation, unless the Fire Chief agrees to permit a shorter period.

Pay at separation shall be directed to the employee's VEBA except in the case of death.

An employee who separates from employment with the City shall not accrue vacation leave credits after his or her last day of work.

MEDICAL LEAVE

Medical leave will be charged in one-half hour increments.

ACCRUAL OF MEDICAL LEAVE

Medical leave will be accrued at a rate of eight hours per month for full-time regular status employees. The maximum amount of medical leave hours that may be accrued is 1,084.

COMPENSATION FOR UNUSED MEDICAL LEAVE AT RETIREMENT

Each employee upon retirement shall have a contribution made to their VEBA representing 50% of his or her accumulated medical leave at the time of their retirement, not to exceed five hundred forty-two hours (calculated at $50\% \times 1,084 = 542$). The rate used for the contribution will be based on the employee's salary at the time of retirement. In the case of death, the medical leave benefit will be paid at the same rate as retirement and shall be paid to the employee's beneficiary or estate.

BEREAVEMENT LEAVE

Bereavement leave shall be granted to eligible employees for up to two (2) days per calendar year for non-immediate family members. Non-immediate family member shall mean aunts, uncles, nieces and nephews. Any portion of a work day used for bereavement leave shall be considered a full day of bereavement leave. An employee shall be eligible to use up to three (3) days of paid bereavement leave for the death of an immediate family member which includes parents, spouses, children, siblings, grandparents, grandchildren, and in-laws of the same relation, regardless of when it occurs. In addition to the use of bereavement leave as set forth hereafter, medical leave may be granted at the discretion of the Department Director and City Administrator for the death of a member of an employee's immediate family because of unusual circumstances. To attend the funeral of someone other than immediate and non-immediate family, an employee shall take vacation or personal leave.

PENSION PLAN

The City provides a pension plan that employees are eligible for immediately. Participation is mandatory upon the first day of employment. Employees defer 6% (pre-tax) of their pay into the pension plan. The City matches the 6% contributed by the employee. Employees direct 100% of Employee and Employer contributions. The vesting schedule is as follows:

1 year = 60%

2 years = 70%

3 years = 80%

4 years = 90%

5 years = 100%

Voluntary Employee's Beneficiary Association (VEBA)

The VEBA will be considered by both parties as part of the total compensation for computation of wages and benefits. The City will contribute \$10.00 per pay period per covered employee into the employee's VEBA account to be used by the employee under the terms of the VEBA trust agreement applicable to bargaining unit employees.

UNIFORMS

The City will provide to all new hires at the time of hire two polo shirts, two T-shirts, two pants, one belt and one uniform coat. These items will be replaced as needed by the City.

RATES OF PAY FOR WORK PERFORMED

2013 – 2014 Fiscal Year

Rates of pay commencing on the first full pay period on or after October 1, 2013, for work performed under this agreement shall be increased by 2.5% for the Life Safety Inspector.

Execution of movement through the nine step pay scale shall be the same as outlined for all other positions covered by the IAFF labor agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement .

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

By _____
Jay Vavricek, Mayor

Attest _____
RaNae Edwards, City Clerk

**INTERNATIONAL ASSOCIATION OF FIREFIGHTERS
AFL-CIO, LOCAL 647**

Interim President, Randy Iverson

IAFF

FY 2013 - 2014

Amendment 1

| | | <u>Step 1</u> | <u>Step 2</u> | <u>Step 3</u> | <u>Step 4</u> | <u>Step 5</u> | <u>Step 6</u> | <u>Step 7</u> | <u>Step 8</u> | <u>Step 9</u> |
|------------------------------|----------------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|
| Life Safety Inspector | Hourly | 20.0097 | 20.9043 | 21.8387 | 22.8150 | 23.8349 | 24.9004 | 26.0136 | 27.1765 | 28.3914 |
| | 5020 BiWeekly | 1,600.78 | 1,672.34 | 1,747.10 | 1,825.20 | 1,906.79 | 1,992.03 | 2,081.09 | 2,174.12 | 2,271.31 |
| | Monthly | 3,468.36 | 3,623.40 | 3,785.38 | 3,954.60 | 4,131.38 | 4,316.07 | 4,509.03 | 4,710.59 | 4,921.17 |
| | Annual | 41,620.28 | 43,480.84 | 45,424.60 | 47,455.20 | 49,576.54 | 51,792.78 | 54,108.34 | 56,527.12 | 59,054.06 |
| Shift Commander | Hourly | 21.0210 | 21.7400 | 22.4836 | 23.2526 | 24.0479 | 24.8704 | 25.7210 | 26.6008 | 27.5106 |
| | BiWeekly | 2,270.27 | 2,347.92 | 2,428.23 | 2,511.28 | 2,597.17 | 2,686.00 | 2,777.87 | 2,872.89 | 2,971.14 |
| | Monthly | 4,918.92 | 5,087.16 | 5,261.17 | 5,441.11 | 5,627.20 | 5,819.67 | 6,018.72 | 6,224.60 | 6,437.47 |
| | Annual | 59,027.02 | 61,045.92 | 63,133.98 | 65,293.28 | 67,526.42 | 69,836.00 | 72,224.62 | 74,695.14 | 77,249.64 |

RESOLUTION 2013-411

WHEREAS, pursuant to Neb. Rev. Stat., §16-201, the City has the authority to make all contracts and do all other acts in relation to the property and concerns of the city necessary to the exercise of its corporate powers ; and

WHEREAS, an employee group at the City of Grand Island is represented by the International Association of Fire Fighters, AFL-CIO, CLC, Local No. 647 (IAFF); and

WHEREAS, the current labor agreement between the City of Grand Island and the IAFF, Local 647 has been amended to add the positions of Life Safety Inspector; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor is hereby authorized to execute the Labor Agreement Amendment by and between the City of Grand Island and the International Association of Fire Fighters, AFL-CIO, CLC, Local No. 647 (IAFF).

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, December 17, 2013.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

| | |
|---------------------|-----------------|
| Approved as to Form | ☐ _____ |
| December 13, 2013 | ☐ City Attorney |



City of Grand Island

Tuesday, December 17, 2013

Council Session

Item J-1

Approving Payment of Claims for the Period of November 27, 2013 through December 17, 2013

The Claims for the period of November 27, 2013 through December 17, 2013 for a total amount of \$9,175,214.59. A MOTION is in order.

Staff Contact: Jaye Monter, Finance Director