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# City of Grand Island



**Tuesday, January 28, 2014**  
**Council Session Packet**

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**City Council:**

**Linna Dee Donaldson**  
**John Gericke**  
**Peg Gilbert**  
**Chuck Haase**  
**Julie Hehnke**  
**Vaughn Minton**  
**Mitchell Nickerson**  
**Mike Paulick**

**Mayor:**

**Jay Vavricek**

**City Administrator:**

**Mary Lou Brown**

**City Clerk:**

**RaNae Edwards**

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

### **Call to Order**

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

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

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**Invocation - Pastor Dan Brenton, Evangelical Free Church, 2609 South Blaine Street**

**Pledge of Allegiance**

**Roll Call**

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

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

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

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



# City of Grand Island

Tuesday, January 28, 2014

Council Session

## Item C-1

### Proclamation “Day of Hope” February 1, 2014

*Hope Harbor serves women, children and families who are homeless and/or near homeless with safe shelter, meals and supportive case management with a goal of obtaining permanent housing and becoming self-sufficient. Fund raising efforts will be held on Saturday, February 1, 2014 with a cooking competition "Battle Bacon" to benefit those who may have fallen on hard times, but deserve a second chance. Mayor Vavricek has proclaimed February 1, 2014 as "Day of Hope". See attached PROCLAMATION.*

Staff Contact: Mayor Jay Vavricek

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

PROCLAMATION

WHEREAS, there are 82,000 children living in poverty in Nebraska and daily 14 go without the basic needs of food and shelter; and

WHEREAS, the typical homeless family consists of a single mother and 2 children; and

WHEREAS, Hope Harbor provides homeless and near homeless families, women and children with safe shelter, meals and supportive case management with a goal of obtaining permanent housing and becoming self-sufficient; and

WHEREAS, with a full shelter and a waiting list, Hope Harbor has planned a benefit for the homeless; and

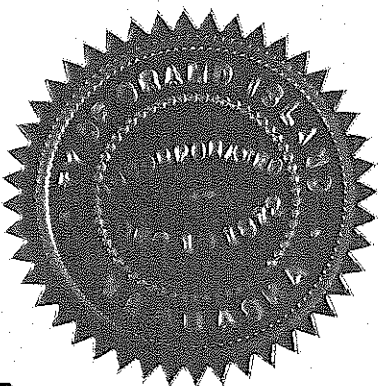
WHEREAS, a fund raising cooking competition "Battle Bacon" will be held on Saturday, February 1, 2014 to benefit those who may have fallen on hard times, but deserve a second chance.

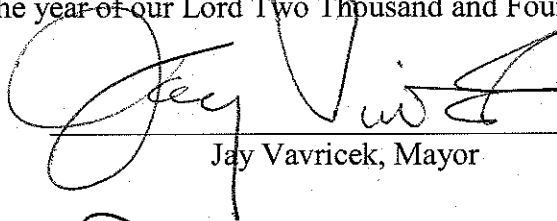
NOW, THEREFORE, I, Jay Vavricek, Mayor of the City of Grand Island, Nebraska, do hereby proclaim February 1, 2014 as

**"DAY OF HOPE"**

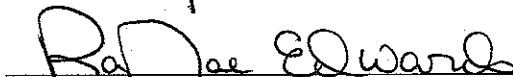
in the City of Grand Island, and encourage all citizens to support the efforts of Hope Harbor.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the City of Grand Island to be affixed this twenty-eighth day of January in the year of our Lord Two Thousand and Fourteen.



  
Jay Vavricek, Mayor

Attest:

  
RaNae Edwards, City Clerk





# City of Grand Island

Tuesday, January 28, 2014

Council Session

## Item C-2

### Proclamation “Nebraska Danger Week” February 10, 2014

*Nebraska Danger Indoor Professional Football was established in October 2010. This 8 man football team plays on a 50 yard field with 22 teams in the league from Coast to Coast with NFL and CFL players from across the country. This family entertainment will play 15 games starting on February 10, 2014 against the Lincoln Haymakers at the Heartland Events Center beginning at 7:00 p.m. The Mayor has proclaimed the week of February 10, 2014 as "Nebraska Danger Week". See attached PROCLAMATION.*

Staff Contact: Mayor Jay Vavricek

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

PROCLAMATION

WHEREAS, in October 2010 the first Indoor Football League (IFL) for the State of Nebraska was established; and

WHEREAS, the Nebraska Danger Indoor Pro Football Team owned by Charlie and Brandi Bosselman, with Head Coach Mike Davis, and General Manager Mike McCoy will start their season on February 10, 2014 at the Heartland Events Center; and

WHEREAS, the 8 man Indoor Professional Football game is played on a 50 yard field with 22 teams in the league from Coast to Coast and NFL and CFL players from across the country; and

WHEREAS, Nebraska Danger will play 15 games – 8 at home and 7 away with the first game to be held at the Heartland Events Center on February 10, 2014 beginning at 7:00 against the Lincoln Haymakers; and

WHEREAS, the success of events and attractions is in the best interest of economic development, jobs and family entertainment to promote quality of life in the City of Grand Island; and

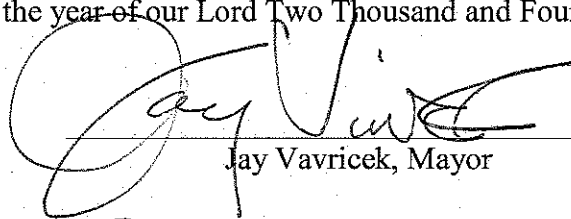
WHEREAS, the City of Grand Island urges the people of Central Nebraska to attend and enjoy the action of family entertainment of Danger Football games in the Heartland Events Center.

NOW, THEREFORE, I, Jay Vavricek, Mayor of the City of Grand Island, Nebraska, do hereby proclaim the week of February 10, 2014 as

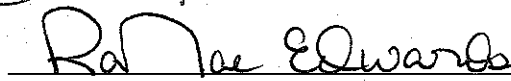
***“NEBRASKA DANGER WEEK”***

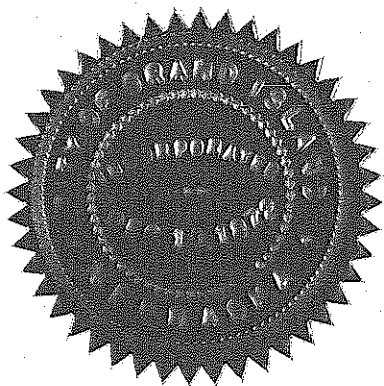
in the City of Grand Island, and encourage all citizens to support the Nebraska Danger team.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the City of Grand Island to be affixed this twenty-eight day of January in the year of our Lord Two Thousand and Fourteen.

  
Jay Vavricek, Mayor

Attest:

  
RaNae Edwards, City Clerk





# City of Grand Island

Tuesday, January 28, 2014

Council Session

## Item -1

### Approving Appointment of Kent Mann to City Council Ward 1

*Mayor Jay Vavricek has submitted the name of Kent Mann for appointment as Councilmember to represent Ward 1. This vacancy was created when Councilmember Bob Niemann's resignation became effective on January 15, 2014. As is required by City Code Section 2-25, "The mayor shall fill by appointment any vacancy which may exist, caused by death, resignation or disability of any elective officer of the City. Such appointment of the mayor shall be subject, however, to approval of the majority of the council." A MOTION is in order.*

Staff Contact: Mayor Jay Vavricek



## PRESS RELEASE

### **Mayor announces recommendations for vacant city council positions**

**Grand Island, Neb.—** Mayor Jay Vavricek announced the recommendations of Kenton Mann, 1603 Zola Court, to fill the vacant Ward 1 city council position and Mark Stelk, 3117 Brentwood Drive, for the Ward 2 opening.

Mayor Vavricek stated, "Kent Mann and Mark Stelk both are long-time members of the community and their history of contributions, dynamic leadership, and commitment to Grand Island can easily be seen when looking at their chosen career fields and extensive involvement in the community."

Mann has a wealth of experience and knowledge in the educational field. Mann currently is an associate professor of practice for the University of Nebraska-Lincoln. Prior to this position, Mann was the Grand Island Public Schools high school principal from 1992-2011, also served as the high school principal for Lexington Public Schools, and was superintendent of schools for Wahoo Public.

In addition to Mann's extensive career experience, he also has been very engaged in the community through the years. Mann is a graduate of the Community Police Academy and Leadership Tomorrow, has served on the Heartland United Way Board of Directors, was the Cultural Awareness chairperson for the Grand Island Area Chamber of Commerce, and was honored with the Nebraska Council of School Administrators Distinguished Service Award.

Stelk also demonstrates a steadfast commitment to Grand Island. Stelk owns and manages General Collection in downtown Grand Island and is currently on the board of directors for the Downtown Business Improvement District, Sunrise Rotary, and the Goodwill Foundation. Furthermore, Stelk is also a member of the Citizen Review Committee, past chair of the Third City Community Clinic, and past board member of the Heartland United Way and Grand Island Area Chamber of Commerce.

Stelk's desire to serve the people of Grand Island motivated him to apply to serve as a representative for Ward 2. Stelk stated the priorities of lower taxes, keeping the

Nebraska Veterans Home in Grand Island, and promoting economic development, as areas of interest if being appointed to the city council.

Vavricek said, "Kent and Mark have an understanding of the ever-changing needs of our community and will no doubt help lead Grand Island to an even bigger and better place than it is today."

Vavricek went on to say "The selection process used for the city council vacant positions was open, fair, and was a shared process as two citizens groups, comprised of residents and city council members, were formed to interview applicants and provide feedback to me."

Mayor Vavricek's recommendations of Mann and Stelk to serve on the Grand Island City Council, will be brought before the city council for action at the regularly scheduled city council meeting on Tuesday, Jan. 28. Upon city council approval, Mann's and Stelk's three year terms will begin immediately and stretch to December 2016.

###

*Wendy Meyer-Jerke*

Public Information Officer

100 E. First St., Grand Island, NE 68801

308-385-5444 ext. 148

[www.grand-island.com](http://www.grand-island.com) [www.twitter.com/GIcityinfo](http://www.twitter.com/GIcityinfo)





# City of Grand Island

Tuesday, January 28, 2014

Council Session

## Item -2

### Approving Appointment of Mark Stelk to City Council Ward 2

*Mayor Jay Vavricek has submitted the name of Mark Stelk for appointment as Councilmember to represent Ward 2. This vacancy was created when Councilmember Scott Dugan's resignation became effective on November 1, 2013. As is required by City Code Section 2-25, "The mayor shall fill by appointment any vacancy which may exist, caused by death, resignation or disability of any elective officer of the City. Such appointment of the mayor shall be subject, however, to approval of the majority of the council." A MOTION is in order.*

Staff Contact: Mayor Jay Vavricek



## PRESS RELEASE

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# City of Grand Island

Tuesday, January 28, 2014

Council Session

## Item -3

### **Administration of Oath of Office to Newly Appointed Councilmembers**

*City Clerk RaNae Edwards will administer the Oath of Office to newly appointed Councilmembers Kent Mann - Ward 1 and Mark Stelk - Ward 2.*

Staff Contact: RaNae Edwards



# City of Grand Island

Tuesday, January 28, 2014

Council Session

## Item D-1

**#2014-BE-1 - Consideration of Determining Benefits for Water  
Main District 464 - Antelope Drive**

Staff Contact: Tim Luchsinger, Stacy Nonhof

# **Council Agenda Memo**

**From:** Timothy Luchsinger, Utilities Director

**Meeting:** January 28, 2014

**Subject:** Board of Equalization hearings and Consideration of Assessments for Water Main Districts 464 & 465 – Wildwood Subdivision

**Item #'s:** D-1, D-2, F-2, & F-3

**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-inch diameter water main in Antelope Drive, a 12-inch diameter main in Wildwood Drive, and 8-inch diameter 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 allows for 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. 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 east side of Antelope and 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

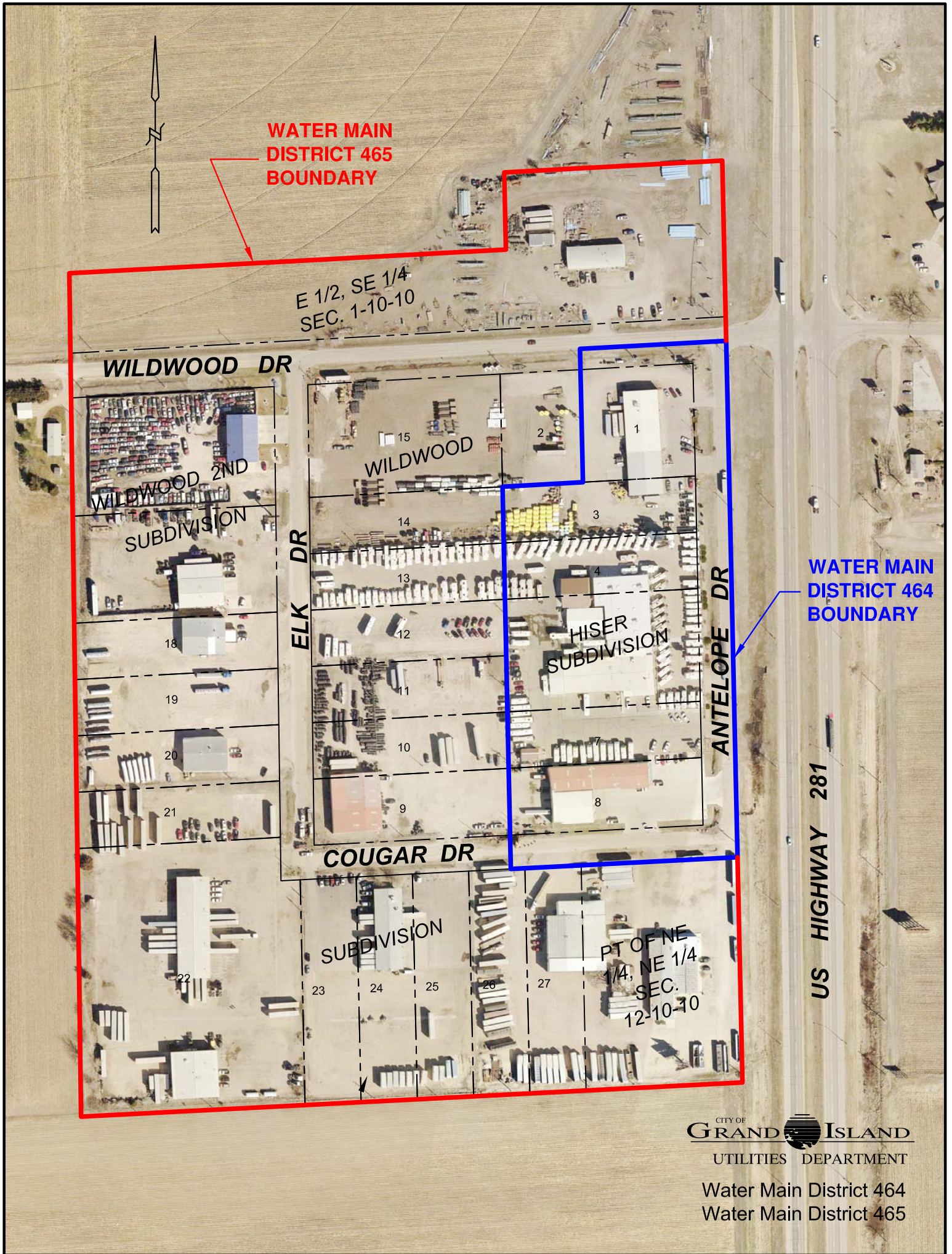
### **Recommendation**

City Administration recommends that the assessment amounts for Water Main Districts 464 and 465 be set for the properties within the districts as tabulated on the attached listing.

### **Sample Motion**

Move to approve the assessment amounts for Water Main Districts 464 and 465.





**WATER MAIN DISTRICTS 464 AND 465**

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

**Assessable Amount**

12/4/2013

WWO 23595

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

R E S O L U T I O N   2014-BE-1

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, sitting as a Board of Equalization for Water Main District 464, after due notice having been given thereof, that we find and adjudge:

That the benefits accruing to the real estate in such district to be the total sum of \$54,281.07; and

Such benefits are equal and uniform; and

According to the equivalent frontage and square footage of the respective lots, tracts, and real estate within such Water Main District No. 464, such benefits are the sums set opposite the several descriptions as follows:

Name	Description	Assessment
ROBCO, LLC c/o Cody Wray	Lot 1, Wildwood Subdivision	\$11,799.75
ROBCO, LLC c/o Cody Wray	Lot 3, Wildwood Subdivision	\$ 6,254.55
Rich & Sons Camper Sales, Inc. of Grand Island	Lot 4, Wildwood Subdivision	\$ 6,254.55
Rich & Sons Camper Sales, Inc. of Grand Island	Lot 7, Wildwood Subdivision	\$ 6,254.55
BBRE Partnership	Lot 8, Wildwood Subdivision	\$ 9,358.59
Rich & Sons Camper Sales, Inc. of Grand Island	Lot 1, Hiser	\$14,359.08
		\$54,281.07

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, January 28, 2013.

\_\_\_\_\_  
Jay Vavricek, Mayor

Attest:

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

Approved as to Form <input type="checkbox"/> _____ January 24, 2014 <input type="checkbox"/> City Attorney
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# City of Grand Island

Tuesday, January 28, 2014

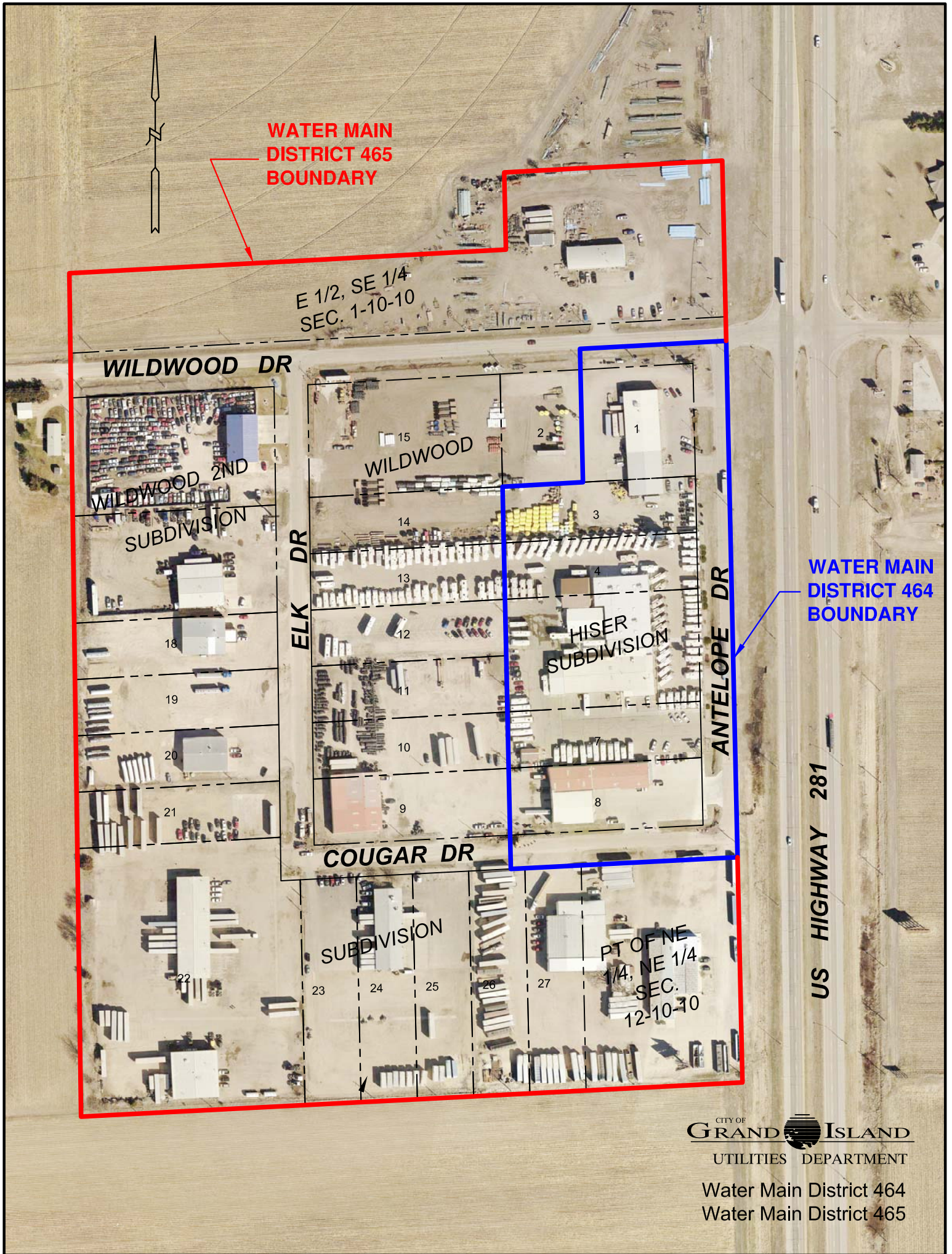
Council Session

## Item D-2

### **#2014-BE-2 - Consideration of Determining Benefits for Water Main District 465 - Wildwood, Elk, and Cougar Drives**

*This item relates to the aforementioned Board of Equalization item D-1.*

Staff Contact: Tim Luchsinger, Stacy Nonhof



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**

12/4/2013

WWO 23595

Item	Description	CONTRACT Unit Price	TOTAL QUANTITIES PLACED	TOTAL AMT COMPLETED \$	ASSESSABLE AMOUNT			CITY COST TOTAL \$
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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



# RESOLUTION 2014-BE-2

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, sitting as a Board of Equalization for Water Main District 465, after due notice having been given thereof, that we find and adjudge:

That the benefits accruing to the real estate in such district to be the total sum of \$238,273.84; and

Such benefits are equal and uniform; and

According to the equivalent frontage and square footage of the respective lots, tracts, and real estate within such Water Main District No. 465, such benefits are the sums set opposite the several descriptions as follows:

Name	Description	Assessment
ROBCO, LLC c/o Cody Wray	Lot 2, Wildwood Subdivision	\$ 7,114.07
BBRE Partnership	Lot 9, Wildwood Subdivision	\$ 9,286.11
BBRE Partnership	Lot 10, Wildwood Subdivision	\$ 6,292.22
BBRE Partnership	Lot 11, Wildwood Subdivision	\$ 6,284.97
Rich & Sons Camper Sales, Inc. of Grand Island	Lot 12, Wildwood Subdivision	\$ 6,292.85
Rich & Sons Camper Sales, Inc. of Grand Island	Lot 13, Wildwood Subdivision	\$ 6,285.60
Cody Krist & Robin Tracy Wray	Lot 14, Wildwood Subdivision	\$ 6,263.14
Cody Krist & Robin Tracy Wray	Lot 15, Wildwood Subdivision	\$12,504.34
Central Cooperative Nonstock Transport Company	Lot 18, Wildwood Subdivision	\$ 8,265.62
Central Cooperative Nonstock Transport Company	Lot 19 Wildwood Subdivision	\$ 6,415.62
Central Cooperative Nonstock Transport Company	Lot 20, Wildwood Subdivision	\$ 8,265.62
Nebraska Transport Company, Inc.	Lot 21, Wildwood Subdivision	\$ 6,415.62
Nebraska Transport Company, Inc.	Lot 22, Wildwood Subdivision	\$22,073.36
American Freightways, Inc.	Lot 23, Wildwood Subdivision	\$ 6,764.63
American Freightways, Inc.	Lot 24, Wildwood Subdivision	\$ 8,614.63
American Freightways, Inc.	Lot 25, Wildwood Subdivision	\$ 6,764.63
Man Properties, LLC	Lot 26, Wildwood Subdivision	\$ 6,764.63
Man Properties, LLC	Lot 27, Wildwood Subdivision	\$ 8,614.63
JPK & CMA Enterprises, Inc.	Lot 1, Wildwood 2 <sup>nd</sup> Subdivision	\$15,320.35
GMS Enterprises, Inc.	Lot 2, Wildwood 2 <sup>nd</sup> Subdivision	\$14,027.81
Man Properties, LLC	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' to the SE corner of said Lot 27; thence	\$16,596.87

Approved as to Form ☐ \_\_\_\_\_  
January 24, 2014 ☐ City Attorney

	northerly along the easterly line of said lot 27, a distance of 400.0' to the said Point of Beginning.	
Mitchell H. Stauffer, Trustee	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.	\$24,161.72
Mitchell H. Stauffer, Trustee	Commencing 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 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.	\$18,884.80
		\$238,273.84

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, January 28, 2013.

\_\_\_\_\_  
Jay Vavricek, Mayor

Attest:

\_\_\_\_\_

- 2 -

RaNae Edwards, City Clerk



# City of Grand Island

Tuesday, January 28, 2014

Council Session

## Item F-1

**#9468 – Consideration of Request to Rezone Property Located at 815-823 Orleans Drive from RD Residential Development to RO Residential Office**

Staff Contact: Chad Nabity

# **Council Agenda Memo**

**From:** Regional Planning Commission

**Meeting:** January 28, 2014

**Subject:** To Rezone Properties from RD Residential Development Zone to RO Residential Office

**Item #'s:** F-1

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

## **Background**

Concerning an application that has been made to rezone .43 acres along Orleans Drive north of Faidley Avenue and west of St Francis Hospital from RD Residential Development Zone to RO Residential Office Zone.

## **Discussion**

At the regular meeting of the Regional Planning Commission, held December 4, 2013 the above item was considered following a public hearing.

O'Neill opened the Public Hearing.

Nabity explained an application has been made to rezone 0.43 acres along Orleans Drive north of Faidley Avenue and west St. Francis Hospital from RD Residential Development Zone to RO Residential Office. The apartments that were originally built on the site in conformance with the approved development plan have been demolished and the Hospital owns the property and would like to use the existing garages as accessory buildings to the Hospital. Rezoning the property is necessary prior to allowing this use to continue.

O'Neill closed the Public Hearing.

A motion was made by Haskins and seconded by Connelly to approve the rezone request by St. Francis to rezone the property from RD – Residential Development Zone to RO Residential Office Zone.



A roll call vote was taken and the motion passed with 9 members present and voting in favor (O'Neill, Ruge, Hayes, Reynolds, Heckman, Haskins, Bredthauer, Connelly and Snodgrass) and no one voting against.

Council held a public hearing on this application at their meeting on January 14, 2014. No members of the public spoke at the meeting. Following the public hearing Council passed Ordinance #9468 on first reading. Ordinances must be passed on three readings or after a super majority of the Council has authorized waiving the three readings. There were not enough members to waive the three readings at the January 14<sup>th</sup> meeting so this item will be considered on second reading or for second reading and final passage if Council approves waiving the 3 readings at the meeting of January 28, 2014.

### **Alternatives**

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

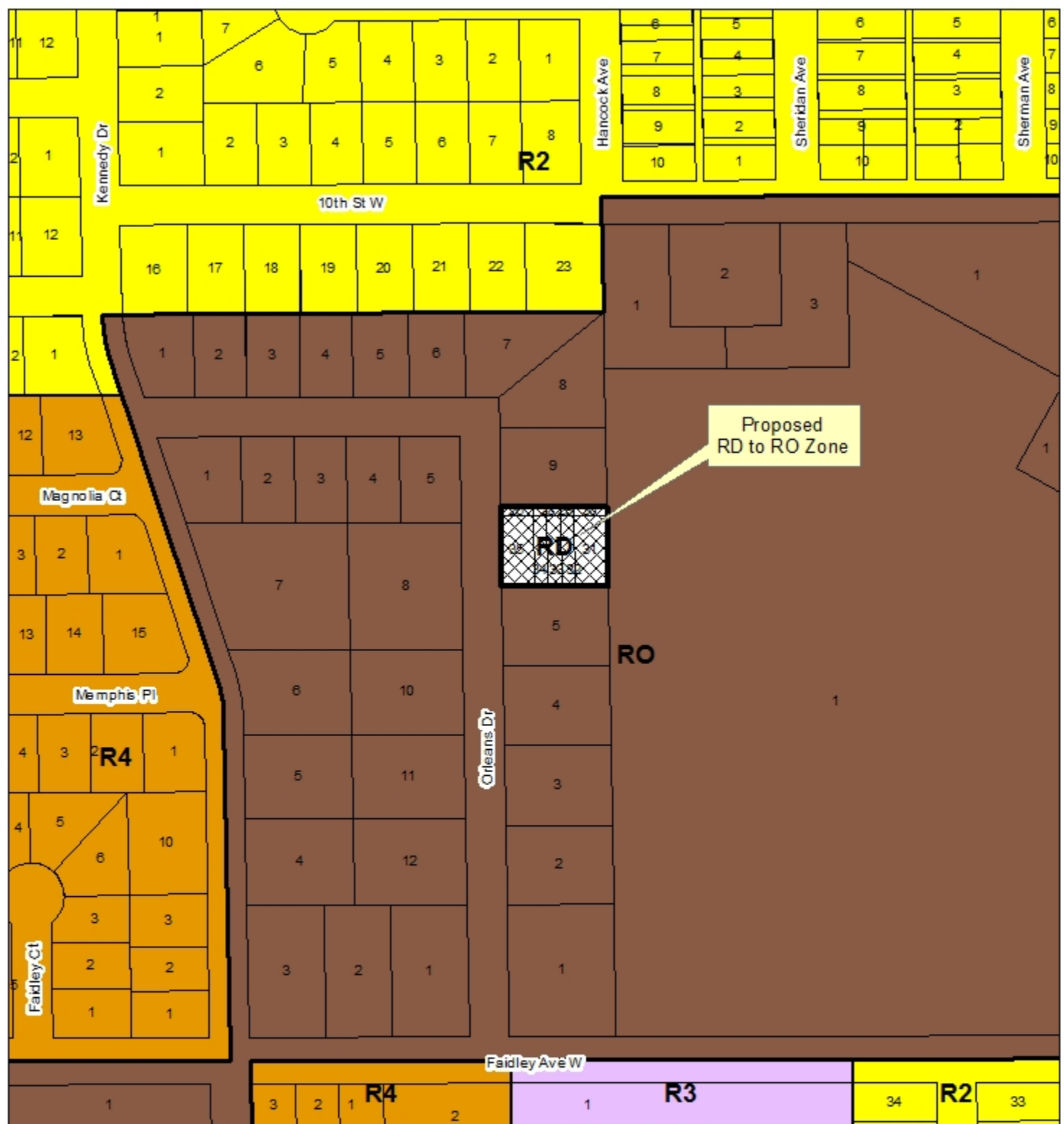
1. Approve the rezoning request as presented
2. Modify the rezoning request to meet the wishes of the Council
3. Postpone the issue

### **Recommendation**

City Administration recommends that the Council approve the proposed changes as recommended.



### **Sample Motion**

Move to approve the ordinance to rezone as presented.



# Requested Zoning



-  From RD : Residential Development Zone
-  to RO : Residential Office Zone

Scale : NONE

C-01-2014 GI



ORDINANCE NO. 9468

An ordinance rezoning certain tracts of land within the zoning jurisdiction of the City of Grand Island; changing the land use classification of a tract of land comprising all of Lots Thirty One (31) to Thirty Five (35) inclusive of Lafayette Park Subdivision in the City of Grand Island, Hall County, Nebraska, from RD-Residential Development Zone to RO-Residential Office Zone; directing such zoning change and classification be shown on the Official Zoning Map of the City of Grand Island; amending the provisions of Section 36-44; and providing for publication and an effective date of this ordinance.

WHEREAS, the Regional Planning Commission on December 4, 2013, held a public hearing and made a recommendation on the proposed zoning of such area; and

WHEREAS, notice as required by Section 19-923, R.R.S. 1943, has been given to the Board of Education of School District No. 2 in Hall County, Nebraska; and

WHEREAS, after public hearing on January 14, 2014, the City Council found and determined the change in zoning be approved and made.

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

SECTION 1. The following tract of land is hereby rezoned and reclassified and changed from RD-Residential Development Zone to RO-Residential Office Zone:

all of Lots Thirty One (31) to Thirty Five (35) inclusive of Lafayette Park Subdivision in the City of Grand Island, Hall County, Nebraska,

SECTION 2. That the Official Zoning Map of the City of Grand Island, Nebraska, as established by Section 36-44 of the Grand Island City Code be, and the same is, hereby ordered to be changed, amended, and completed in accordance with this ordinance.

Approved as to Form	by _____
January 24, 2014	City Attorney

ORDINANCE NO. 9468 (Cont.)

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

Enacted: January 28, 2014.

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Jay Vavricek, Mayor

Attest:

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RaNae Edwards, City Clerk



# City of Grand Island

Tuesday, January 28, 2014

Council Session

## Item F-2

### **#9469 - Consideration of Assessments for Water Main District 464 - Antelope Drive**

*This item is related to the aforementioned Board of Equalization item D-1.*

Staff Contact: Tim Luchsinger, Utilities Director

\*This Space Reserved for Register of Deeds\*

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ORDINANCE NO. 9469

An ordinance to assess and levy a special tax to pay the cost of construction of Water Main District 464 of the City of Grand Island, Nebraska; to provide for the collection of such special tax; to repeal any ordinance or parts of ordinances in conflict herewith; and to provide for publication and the effective date of this ordinance.

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

SECTION 1. There is hereby assessed upon the following described lots, tracts, and parcels of land specifically benefited, for the purpose of paying the cost of construction of said water main in said Water Main District 464, as adjudged by the Mayor and Council of said City, to the extent of benefits thereto by reason of such improvement, after due notice having been given thereof as provided by law; and a special tax for such cost of construction is hereby levied at one time upon such lots, tracts and lands as follows:

Approved as to Form    ☐ \_\_\_\_\_  
January 24, 2014        ☐ City Attorn

ORDINANCE NO. 9469 (Cont.)

Name	Description	Assessment
ROBCO, LLC c/o Cody Wray	Lot 1, Wildwood Subdivision	\$11,799.75
ROBCO, LLC c/o Cody Wray	Lot 3, Wildwood Subdivision	\$ 6,254.55
Rich & Sons Camper Sales, Inc. of Grand Island	Lot 4, Wildwood Subdivision	\$ 6,254.55
Rich & Sons Camper Sales, Inc. of Grand Island	Lot 7, Wildwood Subdivision	\$ 6,254.55
BBRE Partnership	Lot 8, Wildwood Subdivision	\$ 9,358.59
Rich & Sons Camper Sales, Inc. of Grand Island	Lot 1, Hiser	\$14,359.08
		\$54,281.07

SECTION 2. The special tax shall become delinquent as follows: one-fifth of the total amount shall become delinquent in fifty (50) days; one-fifth in one year; one-fifth in two years; one-fifth in three years; and one-fifth in four years, respectively after the date of such levy.

SECTION 3. The entire amount so assessed and levied against any lot, tract or parcel of land may be paid within fifty days from the date of this levy without interest, and the lien of special tax thereby satisfied and released. Each of said installments, except the first, shall draw interest at the rate of seven percent (7%) per annum from the time of such levy until they shall become delinquent. After the same become delinquent, interest at the rate of fourteen percent (14%) per annum shall be paid thereof, until the same is collected and paid.

SECTION 4. The Treasurer of the City of Grand Island, Nebraska, is hereby directed to collect the amount of said taxes herein set forth as provided by law.

SECTION 5. Such special assessments shall be paid into a fund to be designated as the "Water Fund 464".

SECTION 6. Any ordinance or parts of ordinances in conflict herewith be, and hereby are, repealed.

ORDINANCE NO. 9469 (Cont.)

SECTION 7. This ordinance shall be in force and take effect from and after its passage and publication, within fifteen days in one issue of the *Grand Island Independent* as provided by law.

Enacted: January 28, 2014.

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Jay Vavricek, Mayor

Attest:

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RaNae Edwards, City Clerk





# City of Grand Island

Tuesday, January 28, 2014

Council Session

## Item F-3

### **#9470 - Consideration of Assessments for Water Main District 465 - Wildwood, Elk, and Cougar Drives**

*This item is related to the aforementioned Board of Equalization item D-2.*

Staff Contact: Tim Luchsinger, Utilities Director

\*This Space Reserved for Register of Deeds\*

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ORDINANCE NO. 9470

An ordinance to assess and levy a special tax to pay the cost of construction of Water Main District 465 of the City of Grand Island, Nebraska; to provide for the collection of such special tax; to repeal any ordinance or parts of ordinances in conflict herewith; and to provide for publication and the effective date of this ordinance.

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

SECTION 1. There is hereby assessed upon the following described lots, tracts, and parcels of land specifically benefited, for the purpose of paying the cost of construction of said water main in said Water Main District 465, as adjudged by the Mayor and Council of said City, to the extent of benefits thereto by reason of such improvement, after due notice having been given thereof as provided by law; and a special tax for such cost of construction is hereby levied at one time upon such lots, tracts and lands as follows:

Approved as to Form	□ _____
January 24, 2014	□ City Attorney

Ordinance No. 9470 (Cont.)

Name	Description	Assessment
ROBCO, LLC c/o Cody Wray	Lot 2, Wildwood Subdivision	\$ 7,114.07
BBRE Partnership	Lot 9, Wildwood Subdivision	\$ 9,286.11
BBRE Partnership	Lot 10, Wildwood Subdivision	\$ 6,292.22
BBRE Partnership	Lot 11, Wildwood Subdivision	\$ 6,284.97
Rich & Sons Camper Sales, Inc. of Grand Island	Lot 12, Wildwood Subdivision	\$ 6,292.85
Rich & Sons Camper Sales, Inc. of Grand Island	Lot 13, Wildwood Subdivision	\$ 6,285.60
Cody Krist & Robin Tracy Wray	Lot 14, Wildwood Subdivision	\$ 6,263.14
Cody Krist & Robin Tracy Wray	Lot 15, Wildwood Subdivision	\$12,504.34
Central Cooperative Nonstock Transport Company	Lot 18, Wildwood Subdivision	\$ 8,265.62
Central Cooperative Nonstock Transport Company	Lot 19 Wildwood Subdivision	\$ 6,415.62
Central Cooperative Nonstock Transport Company	Lot 20, Wildwood Subdivision	\$ 8,265.62
Nebraska Transport Company, Inc.	Lot 21, Wildwood Subdivision	\$ 6,415.62
Nebraska Transport Company, Inc.	Lot 22, Wildwood Subdivision	\$22,073.36
American Freightways, Inc.	Lot 23, Wildwood Subdivision	\$ 6,764.63
American Freightways, Inc.	Lot 24, Wildwood Subdivision	\$ 8,614.63
American Freightways, Inc.	Lot 25, Wildwood Subdivision	\$ 6,764.63
Man Properties, LLC	Lot 26, Wildwood Subdivision	\$ 6,764.63
Man Properties, LLC	Lot 27, Wildwood Subdivision	\$ 8,614.63
JPK & CMA Enterprises, Inc.	Lot 1, Wildwood 2 <sup>nd</sup> Subdivision	\$15,320.35
GMS Enterprises, Inc.	Lot 2, Wildwood 2 <sup>nd</sup> Subdivision	\$14,027.81
Man Properties, LLC	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' 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.	\$16,596.87
Mitchell H. Stauffer, Trustee	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.	\$24,161.72

## ORDINANCE NO. 9470 (Continued)

Mitchell H. Stauffer, Trustee	Commencing at the intersection of the northerly r-o-w line of Wildwood Drive and the westerly r-o-w line of US Hwy 30; 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.	\$18,884.80
		\$238,273.84

SECTION 2. The special tax shall become delinquent as follows: one-fifth of the total amount shall become delinquent in fifty (50) days; one-fifth in one year; one-fifth in two years; one-fifth in three years; and one-fifth in four years, respectively after the date of such levy.

SECTION 3. The entire amount so assessed and levied against any lot, tract or parcel of land may be paid within fifty days from the date of this levy without interest, and the lien of special tax thereby satisfied and released. Each of said installments, except the first, shall draw interest at the rate of seven percent (7%) per annum from the time of such levy until they shall become delinquent. After the same become delinquent, interest at the rate of fourteen percent (14%) per annum shall be paid thereof, until the same is collected and paid.

SECTION 4. The Treasurer of the City of Grand Island, Nebraska, is hereby directed to collect the amount of said taxes herein set forth as provided by law.

ORDINANCE NO. 9470 (Continued)

SECTION 5. Such special assessments shall be paid into a fund to be designated as the “Water Fund 465”.

SECTION 6. Any ordinance or parts of ordinances in conflict herewith be, and hereby are, repealed.

SECTION 7. This ordinance shall be in force and take effect from and after its passage and publication, within fifteen days in one issue of the *Grand Island Independent* as provided by law.

Enacted: January 28, 2014.

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Jay Vavricek, Mayor

Attest:

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RaNae Edwards, City Clerk



# **City of Grand Island**

**Tuesday, January 28, 2014**

**Council Session**

## **Item F-4**

**#9471 – Consideration of Amending Grand Island City Code  
Section 2-39 Relative to Preparation of the Proposed Annual  
Budget**

**Staff Contact: Councilmember John Gericke**

# **Council Agenda Memo**

**From:** Councilmember John Gericke

**Meeting:** January 28, 2014

**Subject:** Amendment to City Code 2-39 Relative to Preparation of the Proposed Annual Budget

**Item #'s:** F-4

**Presenter(s):** Councilmember John Gericke

## **Background**

This change is being proposed to clarify and add a specific time line for the Council to receive the estimate of income and the expenditures by fund, department, program and line item. This was requested and not received. This change would make it mandatory the information will be received in a timely fashion.

## **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**

As the purpose of the amendment I recommend Council approve the amendment.

## **Sample Motion**

Move to approve amendment to Section 2-39.

ORDINANCE NO. 9471

An ordinance amending the City Code delineating the responsibilities of the Finance Department for the preparation of the proposed annual budget.

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

SECTION 1. Section 2-39 of the City Code shall be amended to read as follows:

The Finance Director shall be responsible for the preparation of the annual estimates of revenues and expenditures of the proposed budget by fund, department, program, and line item for the presentation of a complete financial plan for the City to the Mayor and Council at least 45 days prior to the consideration and adoption of the annual appropriations ordinance by the governing body.

SECTION 2. 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.

Enacted: January 28, 2014.

\_\_\_\_\_  
Jay Vavricek, Mayor

Attest:

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

Approved as to Form	☐ _____
January 24, 2014	☐ City Attorney





# **City of Grand Island**

**Tuesday, January 28, 2014**

**Council Session**

## **Item F-5**

**#9472 – Consideration of Amending Grand Island City Code  
Section 2-36 Relative to Qualifications for the Position of City  
Administrator**

**Staff Contact: Councilmember John Gericke**

# **Council Agenda Memo**

**From:** Councilmember John Gericke

**Meeting:** January 28, 2013

**Subject:** Amendment to Section 2-36 of the Grand Island City Code Relative to Qualifications for the Position of City Administrator

**Item #'s:** F-5

**Presenter(s):** Councilmember John Gericke

## **Background**

Grand Island has grown to the size of a Metropolitan Statistical Area and it is time to establish and require a minimum qualification of experience for the position of City Administrator. Grand Island is too large for the position to be a training ground for this top important position.

## **Alternatives**

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

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

## **Recommendation**

As proposer of this amendment I recommend approving this amendment.

## **Sample Motion**

Move to approve amendment to Section 2-36 of the Grand Island City Code.

ORDINANCE NO. 9472

An ordinance amending the City Code setting forth the qualifications for the position of City Administrator.

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

SECTION 1. Section 2-36 of the City Code shall be amended to read as follows:

The City Administrator shall be chosen on the basis of executive and administrative qualifications with special reference to actual experience, or knowledge of accepted practice in respect to the duties of the office. Effective December 2, 2014, the minimum qualifications for the City Administrator shall include not less than seven years of municipal management experience as a City Administrator and/or City Manager. This qualification may be waived only in the event of the appointment of an interim City Administrator who may serve for a period of time not to exceed six months.

SECTION 2. 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 there.

Enacted: January 28, 2014.

\_\_\_\_\_  
Jay Vavricek, Mayor

Attest:

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

Approved as to Form	<input type="checkbox"/> _____
January 24, 2014	<input type="checkbox"/> City Attorney



# **City of Grand Island**

**Tuesday, January 28, 2014**

**Council Session**

## **Item G-1**

### **Approving Minutes of January 14, 2014 City Council Regular Meeting**

**Staff Contact: RaNae Edwards**

## CITY OF GRAND ISLAND, NEBRASKA

### MINUTES OF CITY COUNCIL REGULAR MEETING

January 14, 2014

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 January 14, 2014. Notice of the meeting was given in *The Grand Island Independent* on January 8, 2014.

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 Vaughn Minton. Councilmember Mike Paulick 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 Street Superintendent Shannon Callahan.

INVOCATION was given by Interim Pastor Gary Harris, Messiah Lutheran Church, 708 North Locust Street followed by the PLEDGE OF ALLEGIANCE.

Mayor Vavricek introduced Community Youth Council member Regan Dimmitt.

#### PRESENTATION AND PROCLAMATION:

Presentation of Purple Hands Campaign by Vikki Deuel. Members of the Barr Middle School Student Council that were present include Cade McCallum, Wil Stoltenberg, Reghan Kort, Maddie Galusha, Faith Harris, Aleece Fiala and Nyamcol Koang. Vikki Deuel presented an Anti-Bullying Campaign entitled the Purple Hands project. Members of the Council, as well as members of the audience then traced their hands and took the pledge.

#### PUBLIC HEARINGS:

Public Hearing on Request to Rezone Property Located at 815-823 Orleans Drive from RD Residential Development to RO Residential Office. Councilmember Minton recused himself due to a conflict of interest. Regional Planning Director Chad Nabity reported that this request was to rezone .43 acres along Orleans Drive north of Faidley Avenue and west of St Francis Hospital from RD Residential Development to RO Residential Office Zone. The apartments that were originally built on the site in conformance with the approved development plan have been demolished and the Hospital owns the property and would like to use the existing garages as accessory buildings to the Hospital. Staff recommended approval. No public testimony was heard.

Public Hearing on Declaration of Site Known as Redevelopment Area 15 Located between Webb Road and US Hwy 281, North of Old US Hwy 30 and South of Old Potash Hwy. Regional Planning Director Chad Nabity reported that Tim Plate and Doug Luth commissioned a Blight and Substandard Study for Proposed Redevelopment Area No. 15. This area included 65 acres located between Webb Road and US Hwy 281, North of Old US Hwy 30 and South of Old Potash Hwy. Staff recommended approval. Ron Depue, 308 N. Locust and Keith Marvin, David City, spoke in support. No further testimony was heard.

Public Hearing on Request from G.E. Enterprises Trust, Gerald Sweley, Co-Trustee on behalf of Viaero Wireless for a Conditional Use Permit for a Wireless Communication Tower Located ½ Mile East of Gunbarrel Road and North of A Road (Merrick County). Building Department Director Craig Lewis reported that an application for a Conditional Use Permit was received from G.E. Enterprises Trust, Gerald Sweley, Co-Trustee on behalf of Viaero Wireless for property located ½ Mile East of Gunbarrel Road and North of A Road (Merrick County). The request was for allowing the construction of a 110 foot lattice telecommunication tower at 149 A Rd. Merrick County to facilitate their cellular service area. Staff recommended approval. Chris Riha, 1512 S Locust spoke in support. Mike Olson, 3741 Sky Park Road, representing the Central Nebraska Regional Airport requested that the tower be lit at the top. Ron Twehous, 138 A Road, spoke in opposition. No further public testimony was heard.

ORDINANCE:

Councilmember Minton recused himself due to conflict of interest.

#9468 – Consideration of Request to Rezone Property Located at 815-823 Orleans Drive from RD Residential Development to RO Residential Office

This item related to the aforementioned Public Hearing.

Motion by Gilbert, second by Gericke to approve Ordinance #9468 on first reading. Upon roll call vote, all voted aye. Motion adopted.

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

Approving Minutes of December 30, 2013 City Council Special Meeting.

Approving Appointment of Vikki Deuel to the Community Development Advisory Board.

#2014-1 – Approving State Bid Awards to Purchase Police Fleet Vehicles with Anderson Ford of Lincoln, NE in an amount of \$258,260.00.

#2014-2 - Approving 2013 State Bid Award for (1) 2013 Chevrolet Silverado 2500HD 4x4 Extended Cab Pickup for the Wastewater Division of the Public Works Department with Husker Auto Group of Lincoln, NE in an amount of \$30,384.00.

#2014-3 - Approving Bid Award for One (1) 2014 Model 90,000 GVW Conventional Truck-Tractor for the Solid Waste Division with Nebraska Truck Center of Grand Island, NE in an amount of \$71,500.00.

#2014-4 - Approving Bid Award for One (1) 2014 Solid Waste Transfer Trailer (Solid Waste Division) with Wilkens Industries of Morris, MN in an amount of \$53,690.00.

#2014-5 - Approving Purchase of Cooling Tower Chemicals for Platte Generating Station with Veolia Water Solutions and Technologies of Vandalia, OH in an amount of \$.93 per pound of solution.

#2014-6 - Approving License Agreement between the City of Grand Island and Hamilton Long Distance dba Hamilton Telecommunications in an amount of \$4.00 per pole annual fee.

#2014-7 - Approving Request that Hall County Review the County Industrial Tracts within the City Limits.

#2014-8 – Approving Purchase of Braun Type III Ambulance with Braun Manufacturing of Mt. Prospect, IL in an amount of \$199,922.00.

#2014-9 – Approving Agreement for Advanced EMS Training Field Experience with Iowa Western Community College.

#### REQUESTS AND REFERRALS:

Consideration of Request from G.E. Enterprises Trust, Gerald Sweley, Co-Trustee on behalf of Viaero Wireless for a Conditional Use Permit for a Wireless Communication Tower located ½ Mile East of Gunbarrel Road and North of A Road (Merrick County). This item related to the aforementioned Public Hearing.

City Attorney Bob Sivick recommended the Council do not include the light on the tower and remain consistent with the FAA rules which does not require towers of this height be lit. Mike Olson, representing the Central Nebraska Regional Airport, commented on the safety issues of having the tower lighted along with helicopter base nearby. Building Department Director Craig Lewis spoke of concerns of other towers that were not lighted along with transmission lines. He recommended that a set of standards for the flight zone around the airport be set by Ordinance. Chris Riha, representing Viaero stated they follow FAA rules as well as local ordinances. Regional Planning Director Chad Nabity answered questions regarding the two mile zoning jurisdiction.

Motion by Gilbert, second by Gericke to approve the request with addition of the tower being lit. Councilmembers Gericke, Gilbert, Nickerson, Hehnke, Haase, Donaldson and Niemann voted aye. Councilmember Minton voted no. Motion adopted.

#### RESOLUTIONS:

#2014-10 - Consideration of Approving Declaration of a Site Known as Redevelopment Area 15 Located between Webb Road and US Hwy 281, North of Old US Hwy 30 and South of Old Potash Hwy. This item related to the aforementioned Public Hearing.

Discussion was held regarding future development and property values.

Motion by Haase, second by Niemann to approve Resolution #2014-10. Upon roll call vote, all voted aye. Motion adopted.

PAYMENT OF CLAIMS:

Motion by Gilbert, second by Donaldson to approve the Claims for the period of December 31, 2013 through January 14, 2014, for a total amount of \$5,542,093.59. Unanimously approved.

ADJOURNMENT: The meeting was adjourned at 8:26 p.m.

Nicki Stoltenberg  
Assistant to the City Administrator





# **City of Grand Island**

**Tuesday, January 28, 2014**

**Council Session**

## **Item G-2**

**Approving Request for Liquor Manager Designation for Craig Jelinek, 1903 Santa Anita Drive with Riverside Golf Club, 2820 Riverside Drive**

**Staff Contact: RaNae Edwards**

# **Council Agenda Memo**

**From:** RaNae Edwards, City Clerk

**Meeting:** January 28, 2014

**Subject:** Request from Craig Jelinek, 1903 Santa Anita Drive for Liquor Manager Designation with Riverside Golf Club, 2820 Riverside Drive

**Item #'s:** G-2

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

## **Background**

Craig Jelinek, 1903 Santa Anita Drive has submitted an application with the City Clerk's Office for a Liquor Manager Designation in conjunction with Riverside Golf Club, 2820 Riverside Drive.

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

## **Discussion**

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

## **Alternatives**

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

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

## **Recommendation**

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

## **Sample Motion**

Move to approve the request from Craig Jelinek, 1903 Santa Anita Drive for Liquor Manager Designation in conjunction with the Class “C-07703” Liquor License for Riverside Golf Club, 2820 Riverside Drive with the stipulation that Mr. Jelinek complete a state approved alcohol server/seller training program.

01/21/14  
13:00

Grand Island Police Department  
LAW INCIDENT TABLE

450  
Page: 1

City : Grand Island  
Occurred after : 12:15:40 01/08/2014  
Occurred before : 12:15:40 01/08/2014  
When reported : 12:15:40 01/08/2014  
Date disposition declared : 01/08/2014  
Incident number : L14010701  
Primary incident number :  
Incident nature : Liquor Lic Inv Liquor Lic Inv  
Incident address : 2820 Riverside Dr  
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 : 14234  
Long-term call ID :  
Clearance Code : CL CL Case Closed  
Judicial Status : NCI Non-criminal Incident

INVOLVEMENTS:

Px	Record #	Date	Description	Relationship
NM	55016	01/21/14	Riverside Golf Club,	Business
Involved				
NM	189400	01/21/14	Jelinek, Craig A	Liquor Manager
NM	189798	01/21/14	Jelinek, Anisa	Craig's Wife

LAW INCIDENT CIRCUMSTANCES:

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

LAW INCIDENT NARRATIVE:

Craig Jelinek is Applying to be the Liquor Manager at Riverside Golf Club.

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	10:40:19 01/21/2014

318

Grand Island Police Department  
Supplemental Report

Date, Time: Tue Jan 21 10:40:31 CST 2014  
Reporting Officer: Vitera  
Unit- CID

Craig Jelinek is applying to be the liquor manager at the Riverside Golf Club. Craig is married to Anisa Jelinek, and they have lived in Nebraska seven of the last ten years with a three year stint in Alabama. Anisa signed a Spousal Affidavit of Non Participation. Neither one disclosed any criminal convictions.

I checked Craig and Anisa through Spillman and NCJIS. Craig has an entry in Spillman as a reporting party. Anisa was not located in Spillman. Craig has two speeding convictions listed in NCJIS. Anisa has no convictions listed in NCJIS.

I did some Internet searches on the Jelinek's and discovered that a different Craig Jelinek is the founder of Costco. Needless to say, most of the Internet articles are dominated by that Craig Jelinek.

Although Craig should have disclosed his two speeding convictions, they don't preclude him from becoming a liquor manager.

The Grand Island Police Department doesn't object to Craig Jelinek becoming the liquor manager at the Riverside Golf Club.



# **City of Grand Island**

**Tuesday, January 28, 2014**

**Council Session**

## **Item G-3**

**Approving Request for Liquor Manager Designation for Margaret Stine, 6840 Shadow Ridge Road, Lincoln, NE with Applebee's Neighborhood Grill & Bar, 721 Diers Avenue**

**Staff Contact: RaNae Edwards**

# **Council Agenda Memo**

**From:** RaNae Edwards, City Clerk

**Meeting:** January 28, 2014

**Subject:** Request from Margaret Stine, 6840 Shadow Ridge Road, Lincoln, NE for Liquor Manager Designation with Applebee's Neighborhood Grill & Bar, 721 Diers Avenue

**Item #'s:** G-3

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

## **Background**

Margaret Stine, 6840 Shadow Ridge Road, Lincoln, NE has submitted an application with the City Clerk's Office for a Liquor Manager Designation in conjunction with Applebee's Neighborhood Grill & Bar, 721 Diers Avenue.

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

## **Discussion**

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

## **Alternatives**

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

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

## **Recommendation**

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

## **Sample Motion**

Move to approve the request from Margaret Stine, 6840 Shadow Ridge Road, Lincoln, NE for Liquor Manager Designation in conjunction with the Class "I-101516" Liquor License for Applebee's Neighborhood Grill & Bar, 721 Diers Avenue with the stipulation that Ms. Stine complete a state approved alcohol server/seller training program.



01/23/14  
14:38

Grand Island Police Department  
LAW INCIDENT TABLE

450  
Page: 1

City : Grand Island  
Occurred after : 12:20:00 01/08/2014  
Occurred before : 12:20:00 01/08/2014  
When reported : 12:20:00 01/08/2014  
Date disposition declared : 01/08/2014  
Incident number : L14010702  
Primary incident number :  
Incident nature : Liquor Lic Inv Liquor Lic Inv  
Incident address : 721 Diers Ave N  
State abbreviation : NE  
ZIP Code : 68803  
Contact or caller :  
Complainant name number :  
Area location code : PCID Police - CID  
Received by : Vitera D  
How received : 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 : 18776  
Long-term call ID :  
Clearance Code : CL CL Case Closed  
Judicial Status : NCI Non-criminal Incident  
= = = = =

INVOLVEMENTS:

Px	Record #	Date	Description	Relationship
NM	54888	01/21/14	Applebees,	Business
Involved				
NM	189804	01/21/14	Stine, Margaret E	Liquor Manager
NM	189805	01/21/14	Stine, Thomas E	Margaret's
Husband				

LAW INCIDENT CIRCUMSTANCES:

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

LAW INCIDENT NARRATIVE:

Margaret Stine is Applying to be the Liquor Manger at Applebee's.

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	13:34:18 01/21/2014

318

Grand Island Police Department  
Supplemental Report

Date, Time: Tue Jan 21 13:34:30 CST 2014  
Reporting Officer: Vitera  
Unit- CID

Margaret Stine is applying to be the liquor manager at Applebee's Neighborhood Grill & Bar. Margaret is married to Thomas Stine. They have lived in Nebraska since 1993. Thomas signed a Spousal Affidavit of Non Participation. Margaret disclosed four speeding convictions. Thomas didn't disclose any convictions.

I checked the Stine's through Spillman and NCJIS. Neither one of them had an entry in Spillman. I found the correct number of speeding convictions listed in NCJIS for Margaret, but it looks like she may have mixed up some of the dates and locations on the application. Thomas has one speeding conviction listed in NCJIS. Thomas' undisclosed speeding conviction doesn't automatically preclude Margaret from becoming a liquor manager especially since he signed a Spousal Affidavit of Non Participation form.

I did some Internet Checks on the Stine's and didn't find anything that would be detrimental to this application.

From the perspective of just doing a records check on the Stine's, the Grand Island Police Department has no reason to object to Margaret Stine becoming the liquor manager at Applebee's.



# City of Grand Island

Tuesday, January 28, 2014

Council Session

## Item G-4

**#2014-11 - Approving Bid Award for Control Performance  
Software and Services at Platte Generating Station**

Staff Contact: Tim Luchsinger, Stacy Nonhof

# **Council Agenda Memo**

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

**Meeting Date:** January 28, 2014

**Subject:** Control Performance Software and Services

**Item #'s:** G-4

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

## **Background**

The Platte Generating Station has a distributive control system that digitally processes inputs from plant sensors to make adjustments to the plant processes. As the plant ages and valves and controllers wear, the control system needs to make more adjustments to maintain or respond to control loop requirements, and the more cycling that occurs, the faster the components wear. Control Performance Software monitors the processes and identifies possible control loops that need component maintenance or control parameter adjustments.

## **Discussion**

Specifications for Control Performance Software and Services were advertised and issued for bid in accordance with the City Purchasing Code. Bids were publicly opened on January 16, 2014. Specifications were sent to three potential bidders and responses were received, as listed below. The engineer's estimate for this project was \$200,000.00.

Bidder	Bid Price	Total Bid Price
Control Station, Tolland, CT	\$ 56,822.35	\$ 56,822.35
Metso, Lansdale, PA	\$ 95,333.00	\$ 95,333.00
ControlSoft, Highland Heights	\$102,000.00	\$102,000.00

The bids were reviewed by plant engineering staff and exceptions noted as follows. Control Station noted six exceptions to the specifications and did not provide references to other power generation facilities, which was determined to be not acceptable. ControlSoft listed exceptions to the software specifications that were determined to be

acceptable. Metso listed no exceptions to the specifications. The bid from Metso was determined to be the low compliant bid and less than the engineer's estimate.

### **Alternatives**

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

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

### **Recommendation**

City Administration recommends that Council award the contract for Control Performance Software and Services for the Platte Generating Station to Metso of Lansdale, Pennsylvania, as the low compliant bidder, in the amount of \$95,333.00.

### **Sample Motion**

Move to award the contract for Control Performance Software and Services for the Platte Generating Station to Metso of Lansdale, Pennsylvania, as the low compliant bidder, in the amount of \$95,333.00.



Stacy Nonhof, Purchasing Agent

*Working Together for a  
Better Tomorrow, Today*

**BID OPENING**

**BID OPENING DATE:** January 16, 2014 at 2:00 p.m.  
**FOR:** Control Performance Software & Services  
**DEPARTMENT:** Utilities  
**ESTIMATE:** \$200,000.00  
**FUND/ACCOUNT:** 520  
**PUBLICATION DATE:** January 4, 2014  
**NO. POTENTIAL BIDDERS:** 3

**SUMMARY**

<b>Bidder:</b>	<u>Control Station</u> Tolland, CT	<u>Metso</u> Lansdale, PA
<b>Bid Security:</b>	Cashier's Check	The Insurance Co. of the State of PA
<b>Exceptions:</b>	Noted	None
<b>Bid Price:</b>		
<b>Material:</b>	\$29,705.00	\$65,333.00
<b>Labor:</b>	\$23,400.00	\$30,000.00
<b>Sales Tax:</b>	<u>\$ 3,717.35</u>	<u>---</u>
<b>Total Bid:</b>	\$56,822.35	\$95,333.00
<b>Software Support:</b>	\$ 6,462.00	\$ 8,667.00
<b>Loop Tuning:</b>	\$10,000.00	\$10,000.00

**Bidder:** ControlSoft  
**Bid Security:** Highland Heights, OH  
**Exceptions:** Cashier's Check  
Noted

**Bid Price:**  
**Material:** \$60,000.00  
**Labor:** \$42,000.00  
**Sales Tax:** ---  
**Total Bid:** \$102,000.00

**Software Support:** \$10,000.00  
**Loop Tuning:** \$ 9,000.00

cc: Tim Luchsinger, Utilities Director  
Mary Lou Brown, City Administrator  
Lynn Mayhew, Assist. Utilities Director  
Karen Nagel, Utilities Secretary

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

**P1699**

RESOLUTION 2014-11

WHEREAS, the City of Grand Island invited sealed bids for Control Performance Software and Services at Platte Generating Station, according to plans and specifications on file with the Utilities Department; and

WHEREAS, on January 16, 2014, bids were received, opened and reviewed; and

WHEREAS, Metso of Lansdale, Pennsylvania, submitted a bid in accordance with the terms of the advertisement of bids and plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$95,333.00; and

WHEREAS, the bid of Metso, is less than the estimate for the Control Performance Software and Services at Platte Generating Station.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Metso, in the amount of \$95,333.00, for Control Performance Software and Services, is hereby approved as the lowest responsive bid and that the Mayor is hereby authorized, on behalf of the City to execute the contract between the City of Grand Island and Metso.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, January 28, 2014.

\_\_\_\_\_  
Jay Vavricek, Mayor

Attest:

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

Approved as to Form	☐ _____
January 24, 2014	☐ City Attorney





# City of Grand Island

Tuesday, January 28, 2014

Council Session

## Item G-5

**#2014-12 - Approving Pipeline Crossing Agreement with the UPRR  
for crossing at Garfield Street for Water Main Project 2014-W-1**

Staff Contact: Tim Luchsinger, Stacy Nonhof

# **Council Agenda Memo**

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

**Meeting:** January 28, 2014

**Subject:** Pipeline Crossing Agreement at the Union Pacific Railroad for Water Main Project 2014-W-1 at the Garfield Street Crossing

**Item #'s:** G-5

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

## **Background**

Over the past several years, the Utilities Department has carried out a program to replace the water mains that go under the Union Pacific Railroad throughout the center of town and tie the water distribution system together. The existing 6-inch diameter water line in Garfield Street is the next crossing to be replaced and is proposed to be done as Water Main Project 2014-W-1. The existing main was installed in 1933 and, according to historical records, used salvaged pipe from an earlier water main replacement project in Broadwell Avenue and was installed without a protective steel outer casing as is standard practice today. The proposed project will directional bore a 20-inch diameter steel casing under the tracks, install a new 10-inch ductile-iron water main within the casing, and reconnect the piping to the existing mains. A sketch of the crossing area is attached for reference.

## **Discussion**

In order to proceed with this project, a crossing agreement with Union Pacific will be required. Union Pacific has a number of requirements regarding utility pipeline crossing their right-of-way, and the Department has submitted application for the construction of the new crossing for the railroad's review. Attached is a copy of their proposed agreement for the project. The Garfield Street crossing agreement at Mile Post 148.22 includes a one-time license fee of \$4,900.00.

## **Alternatives**

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

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

## **Recommendation**

It is recommended that Council authorize the execution of the Pipeline Crossing Agreement with the Union Pacific Railroad at the Garfield Street crossing for Water Main Project 2014-W-1.

## **Sample Motion**

Move to authorize the execution of the pipeline Crossing Agreement with the Union Pacific Railroad at the Garfield Street crossing for Water Main Project 2014-W-1.



## **PIPELINE CROSSING AGREEMENT**

Mile Post: 148.22, Kearney Subdivision/Branch  
Location: Grand Island, Hall County, Nebraska

**THIS AGREEMENT (“Agreement”)** is made and entered into as of January 08, 2014, (“Effective Date”) by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, (“Licensor”) and **CITY OF GRAND ISLAND, NE**, to be addressed at Po Box 1968, 100 E 1st Street Grand Island, Nebraska 68802 (“Licensee”).

### **IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

#### **Article 1. LICENSOR GRANTS RIGHT.**

In consideration of the license fee to be paid by the Licensee and in further consideration of the covenants and agreements herein contained to be by the Licensee kept, observed and performed, the Licensor hereby grants to the Licensee the right to construct and thereafter, during the term hereof, to maintain and operate

One 10 inch encased pipeline for transporting and conveying water only

across Licensor's track(s) and property (the “Pipeline”) in the location shown and in conformity with the dimensions and specifications indicated on the print dated January 07, 2014 and marked **Exhibit A**, attached hereto and hereby made a part hereof. Under no circumstances shall Licensee modify the use of the Pipeline for a purpose other than transporting and conveying water, and the Pipeline shall not be used to convey any other substance, any fiber optic cable, or for any other use, whether such use is currently technologically possible, or whether such use may come into existence during the life of this Agreement.

For the purposes of Exhibit A, Licensee acknowledges that if it or its contractor provides to Railroad digital imagery depicting the Pipeline crossing, Licensee authorizes Railroad to use the Digital Imagery in preparing the print attached as an exhibit hereto. Licensee represents and warrants that through a license or otherwise, it has the right to use the Digital Imagery and to permit Railroad to use the Digital Imagery in said manner.

#### **Article 2. LICENSE FEE.**

Upon execution of this Agreement, the Licensee shall pay to the Licensor a one-time License Fee of **Four Thousand Nine Hundred Dollars (\$4,900.00)**.

#### **Article 3. CONSTRUCTION, MAINTENANCE AND OPERATION.**

The grant of right herein made to the Licensee is subject to each and all of the terms, provisions, conditions, limitations and covenants set forth herein and in **Exhibit B**, attached hereto and hereby made a part hereof.

**Article 4. DEFINITION OF LICENSEE.**

For purposes of this Agreement, all references in this Agreement to the Licensee shall include the Licensee's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority. If a contractor is hired by the Licensee for any work performed on the Pipeline (including initial construction and subsequent relocation or maintenance and repair work), then the Licensee shall provide a copy of this Agreement to its contractor and require its contractor to comply with all the terms and provisions hereof relating to the work to be performed. Any contractor or subcontractor shall be deemed an agent of Licensee for the purpose of this Agreement, and Licensee shall require such contractor or subcontractor to release, defend and indemnify Licenser to the same extent and under the same terms and conditions as Licensee is required to release, defend and indemnify Licenser herein.

**Article 5. INSURANCE.**

A. During the life of the License, Licensee shall fully comply with the insurance requirements described in **Exhibit C**.

B. Failure to maintain insurance as required shall entitle, but not require, Licenser to terminate this License immediately.

C. If the Licensee is subject to statute(s) limiting its insurance liability and/or limiting its ability to obtain insurance in compliance with **Exhibit C** of this license, those statutes shall apply.

D. Licensee hereby acknowledges that is has reviewed the requirements of **Exhibit C**, including without limitation the requirement for Railroad Protective Liability Insurance during construction, maintenance, installation, repair or removal of the pipeline which is the subject of this Agreement.

**Article 6. TERM.**

This Agreement shall take effect as of the Effective Date first herein written and shall continue in full force and effect until terminated as herein provided.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed as of the date first herein written.

**UNION PACIFIC RAILROAD COMPANY**

**CITY OF GRAND ISLAND, NE**

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

Kylan Crawford  
Manager

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

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

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



12-23-13

PLACE ARROW INDICATING NORTH  
DIRECTION RELATIVE TO CROSSING

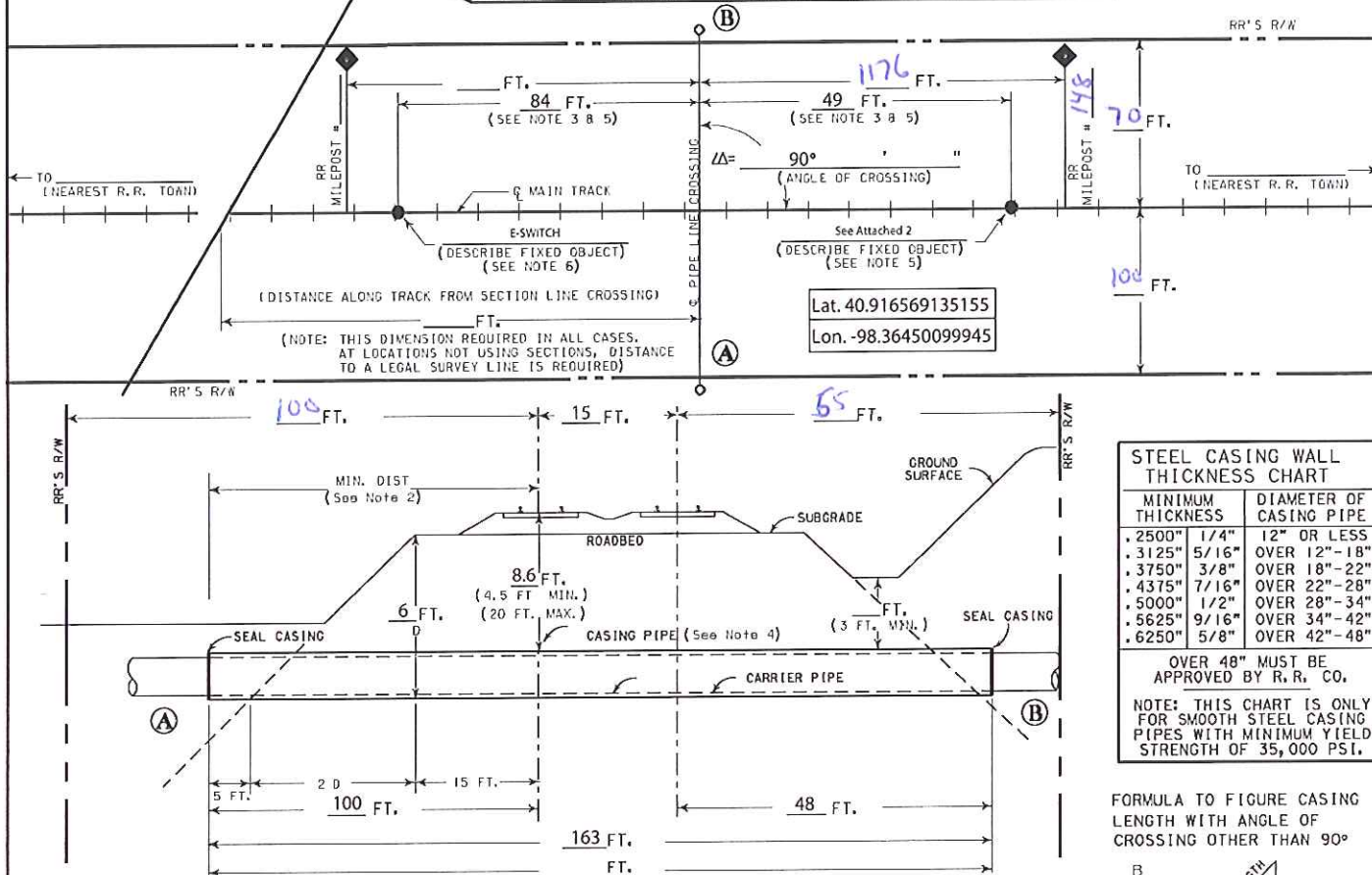


# ENCASED NON-FLAMMABLE PIPELINE CROSSING

NOTE: ALL AVAILABLE DIMENSIONS MUST BE  
FILLED IN TO PROCESS THIS APPLICATION.

FORM DR-0404-B  
REV 10-22-2007  
www.uprr.com  
NO SCALE

(OR LEGAL SURVEY LINE, WHERE APPLICABLE)  
N LINE OF SECTION 20, TOWNSHIP 11, RANGE 9, W MERIDIAN



## NOTES:

- 1) ALL HORIZONTAL DISTANCES TO BE MEASURED AT RIGHT ANGLES FROM  $\Delta$  OF TRACK.
- 2) CASING TO EXTEND BEYOND THE  $\Delta$  OF TRACK AT RIGHT ANGLES THE GREATER OF 20' + 20 FT., OR 30 FT., AND BEYOND LIMIT OF RAILROAD RIGHT-OF-WAY IF NECESSARY TO PROVIDE PROPER LENGTH OUTSIDE OF TRACK.
- 3) MINIMUM OF 50' FROM THE END OF ANY RAILROAD BRIDGE,  $\Delta$  OF ANY CULVERT, OR FROM ANY SWITCHING AREA.
- 4) SIGNAL REPRESENTATIVE MUST BE PRESENT DURING INSTALLATION IF RAILROAD SIGNALS ARE IN THE VICINITY OF CROSSING.
- 5) ALLOWABLE FIXED OBJECTS INCLUDE: BACKWALLS OF BRIDGES;  $\Delta$  OF ROAD CROSSINGS & OVERHEAD VIADUCTS (GIVE ROAD NAME), OR CULVERTS.
- 6) CASING AND CARRIER PIPE MUST BE PLACED A MINIMUM OF 2 FEET BELOW THE EXISTING FIBER OPTIC CABLE. ANY EXCAVATION REQUIRED WITHIN 5 FEET OF THE EXISTING FIBER OPTIC CABLE MUST BE HAND DUG.

## STEEL CASING WALL THICKNESS CHART

MINIMUM THICKNESS	DIAMETER OF CASING PIPE
.2500" 1/4"	12" OR LESS
.3125" 5/16"	OVER 12"-18"
.3750" 3/8"	OVER 18"-22"
.4375" 7/16"	OVER 22"-28"
.5000" 1/2"	OVER 28"-34"
.5625" 9/16"	OVER 34"-42"
.6250" 5/8"	OVER 42"-48"

OVER 48" MUST BE  
APPROVED BY R.R. CO.

NOTE: THIS CHART IS ONLY  
FOR SMOOTH STEEL CASING  
PIPES WITH MINIMUM YIELD  
STRENGTH OF 35,000 PSI.

FORMULA TO FIGURE CASING  
LENGTH WITH ANGLE OF  
CROSSING OTHER THAN 90°



- A) IS PIPELINE CROSSING WITHIN DEDICATED STREET? ☒ YES; ☐ NO;
- B) IF YES, NAME OF STREET GARFIELD AVENUE
- D) DISTRIBUTION LINE ☒ OR TRANSMISSION LINE ☐
- C) CARRIER PIPE:  
COMMODITY TO BE CONVEYED POTABLE WATER  
OPERATING PRESSURE 75 PSI  
WALL THICKNESS 0.35; DIAMETER 10; MATERIAL DUCTILE IRON;
- E) CASING PIPE:  
WALL THICKNESS 0.375; DIAMETER 20; MATERIAL STEEL;  
NOTE: CASING MUST HAVE 2" CLEARANCE BETWEEN GREATEST  
OUTSIDE DIAMETER OF CARRIER PIPE AND INTERIOR DIAMETER OF  
CASING PIPE. WHEN FURNISHING DIMENSIONS, GIVE OUTSIDE OF  
CARRIER PIPE AND INSIDE OF CASING PIPE.
- F) METHOD OF INSTALLING CASING PIPE UNDER TRACK(S):  
☒ DRY BORE AND JACK (WET BORE NOT PERMITTED);  
☐ TUNNEL; OTHER \_\_\_\_\_
- G) WILL CONSTRUCTION BE BY AN OUTSIDE CONTRACTOR? ☒ YES; ☐ NO;
- H) DISTANCE FROM CENTER LINE OF TRACK TO NEAR FACE OF BORING AND JACKING PITS WHEN MEASURED AT RIGHT ANGLES TO TRACK 48 (30' MIN.)
- I) APPLICANT HAS CONTACTED 1-800-336-9193,  
U. P. COMMUNICATION DEPARTMENT, AND HAS DETERMINED FIBER  
OPTIC CABLE ☒ DOES; ☐ DOES NOT; EXIST IN VICINITY OF  
WORK TO BE PERFORMED. TICKET NO. \_\_\_\_\_

## EXHIBIT "A"

(FOR RAILROAD USE ONLY)

UNION PACIFIC RAILROAD CO.

Kearney  
SUBDIVISION

M. P. 148.22 E. S. 8307+401

ENCASED POTABLE WATER CROSSING AT

GRAND ISLAND Hall NE  
(NEAREST CITY) (COUNTY) (STATE)

CITY OF GRAND ISLAND, NE  
(APPLICANT)

RR FILE NO. 0284488 DATE 1-7-14

## WARNING

IN ALL OCCASIONS, U. P. COMMUNICATIONS  
DEPARTMENT MUST BE CONTACTED IN ADVANCE  
OF ANY WORK TO DETERMINE EXISTENCE AND  
LOCATION OF FIBER OPTIC CABLE.  
PHONE: 1-800-336-9193

## **EXHIBIT B**

### **Section 1. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED.**

- A. The foregoing grant of right is subject and subordinate to the prior and continuing right and obligation of the Licensor to use and maintain its entire property including the right and power of the Licensor to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by the Licensor without liability to the Licensee or to any other party for compensation or damages.
- B. The foregoing grant is also subject to all outstanding superior rights (including those in favor of licensees and lessees of the Licensor's property, and others) and the right of the Licensor to renew and extend the same, and is made without covenant of title or for quiet enjoyment.

### **Section 2. CONSTRUCTION, MAINTENANCE AND OPERATION.**

- A. The Pipeline shall be designed, constructed, operated, maintained, repaired, renewed, modified and/or reconstructed by the Licensee in strict conformity with (i) Licensor's current standards and specifications ("UP Specifications"), except for variances approved in advance in writing by the Licensor's Assistant Vice President Engineering – Design, or his authorized representative; (ii) such other additional safety standards as the Licensor, in its sole discretion, elects to require, including, without limitation, American Railway Engineering and Maintenance-of-Way Association ("AREMA") standards and guidelines (collectively, "UP Additional Requirements"), and (iii) all applicable laws, rules and regulations ("Laws"). If there is any conflict between the requirements of any Law and the UP Specifications or the UP Additional Requirements, the most restrictive will apply.
- B. All work performed on property of the Licensor in connection with the design, construction, maintenance, repair, renewal, modification or reconstruction of the Pipeline shall be done to the satisfaction of the Licensor.
- C. Prior to the commencement of any work in connection with the design, construction, maintenance, repair, renewal, modification, relocation, reconstruction or removal of the Pipeline from Licensor's property, the Licensee shall submit to the Licensor plans setting out the method and manner of handling the work, including the shoring and cribbing, if any, required to protect the Licensor's operations, and shall not proceed with the work until such plans have been approved by the Licensor's Assistant Vice President Engineering Design, or his authorized representative, and then the work shall be done to the satisfaction of the Licensor's Assistant Vice President Engineering Design or his authorized representative. The Licensor shall have the right, if it so elects, to provide such support as it may deem necessary for the safety of its track or tracks during the time of construction, maintenance, repair, renewal, modification, relocation, reconstruction or removal of the Pipeline, and, in the event the Licensor provides such support,



the Licensee shall pay to the Licensor, within fifteen (15) days after bills shall have been rendered therefore, all expenses incurred by the Licensor in connection therewith, which expenses shall include all assignable costs.

- D. The Licensee shall keep and maintain the soil over the Pipeline thoroughly compacted and the grade even with the adjacent surface of the ground.
- E. In the prosecution of any work covered by this Agreement, Licensee shall secure any and all necessary permits and shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work including, without limitation, all applicable Federal Railroad Administration regulations.

**Section 3.      NOTICE OF COMMENCEMENT OF WORK / LICENSOR REPRESENTATIVE / SUPERVISION / FLAGGING / SAFETY.**

- A. If an emergency should arise requiring immediate attention, the Licensee shall provide as much notice as practicable to Licensor before commencing any work. In all other situations, the Licensee shall notify the Licensor at least ten (10) days (or such other time as the Licensor may allow) in advance of the commencement of any work upon property of the Licensor in connection with the construction, maintenance, repair, renewal, modification, reconstruction, relocation or removal of the Pipeline. All such work shall be prosecuted diligently to completion. The Licensee will coordinate its initial, and any subsequent work with the following employee of Licensor or his or her duly authorized representative (hereinafter "Licensor Representative" or "Railroad Representative"):

<b>PATRICK J. O'BRIEN</b> <b>MGR SIGNAL MNTCE</b> <b>601 East South Front St</b> <b>Grand Island, NE 68801Work</b> <b>Phone: 308/8 389-2244</b> <b>Fax: 402 501-1606</b> <b>Cell Phone: 308 440-6653</b>	<b>ANTHONY L. TROTTA</b> <b>MGR TRACK MNTCE</b> <b>2511 12TH ST</b> <b>COLUMBUS, NE 68601</b> <b>Work Phone: 402/8 501-3817</b> <b>Cell Phone: 575 551-1701</b> <b>altrotta@up.com</b>
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- B. Licensee, at its own expense, shall adequately police and supervise all work to be performed. The responsibility of Licensee for safe conduct and adequate policing and supervision of work shall not be lessened or otherwise affected by Licensor's approval of plans and specifications involving the work, or by Licensor's collaboration in performance of any work, or by the presence at the work site of a Licensor Representative, or by compliance by Licensee with any requests or recommendations made by the Licensor Representative.
- C. At the request of Licensor, Licensee shall remove from Licensor's property any employee who fails to conform to the instructions of the Licensor Representative in connection with the work on Licensor's property. Licensee shall indemnify Licensor against any claims arising from the removal of any such employee from Licensor's property.
- D. Licensee shall notify the Licensor Representative at least ten (10) working days in advance of proposed performance of any work in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s),

vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Licensor's track(s) at any time, for any reason, unless and until a railroad flagman is provided to watch for trains. Upon receipt of such ten (10) day notice, the Licensor Representative will determine and inform Licensee whether a flagman need be present and whether any special protective or safety measures need to be implemented. If flagging or other special protective or safety measures are performed by Licensor, Licensor will bill Licensee for such expenses incurred by Licensor, unless Licensor and a federal, state or local governmental entity have agreed that Licensor is to bill such expenses to the federal, state or local governmental entity. If Licensor will be sending the bills to Licensee, Licensee shall pay such bills within thirty (30) days of receipt of billing. If Licensor performs any flagging, or other special protective or safety measures are performed by Licensor, Licensee agrees that Licensee is not relieved of any of responsibilities or liabilities set forth in this Agreement.

- E. The rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Licensor and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Licensee (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges.
- F. Reimbursement to Licensor will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other railroad work. Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Licensor is required to pay the flagman and which could not reasonably be avoided by Licensor by assignment of such flagman to other work, even though Licensee may not be working during such time. When it becomes necessary for Licensor to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Licensee must provide Licensor a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, Licensee will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional ten (10) days notice must then be given to Licensor if flagging services are needed again after such five day cessation notice has been given to Licensor.
- G. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of the work performed by Licensee or its contractor. Licensee shall be responsible for initiating, maintaining and supervising all safety, operations and programs in connection with the work. Licensee and its contractor shall at a minimum comply with Licensor's safety standards listed in **Exhibit D**, hereto attached, to ensure uniformity with the safety standards followed by Licensor's own forces. As a part of Licensee's safety responsibilities, Licensee shall notify Licensor if it determines that any of Licensor's safety standards are contrary to good safety

practices. Licensee and its contractor shall furnish copies of **Exhibit D** to each of its employees before they enter the job site.

- H. Without limitation of the provisions of paragraph G above, Licensee shall keep the job site free from safety and health hazards and ensure that their employees are competent and adequately trained in all safety and health aspects of the job.
- I. Licensee shall have proper first aid supplies available on the job site so that prompt first aid services may be provided to any person injured on the job site. Prompt notification shall be given to Licensor of any U.S. Occupational Safety and Health Administration reportable injuries. Licensee shall have a non-delegable duty to control its employees while they are on the job site or any other property of Licensor, and to be certain they do not use, be under the influence of, or have in their possession any alcoholic beverage, drug or other substance that may inhibit the safe performance of any work.
- J. If and when requested by Licensor, Licensee shall deliver to Licensor a copy of its safety plan for conducting the work (the "Safety Plan"). Licensor shall have the right, but not the obligation, to require Licensee to correct any deficiencies in the Safety Plan. The terms of this Agreement shall control if there are any inconsistencies between this Agreement and the Safety Plan.

**Section 4. LICENSEE TO BEAR ENTIRE EXPENSE.**

The Licensee shall bear the entire cost and expense incurred in connection with the design, construction, maintenance, repair and renewal and any and all modification, revision, relocation, removal or reconstruction of the Pipeline, including any and all expense which may be incurred by the Licensor in connection therewith for supervision, inspection, flagging, or otherwise.

**Section 5. REINFORCEMENT, RELOCATION OR REMOVAL OF PIPELINE.**

- A. The license herein granted is subject to the needs and requirements of the Licensor in the safe and efficient operation of its railroad and in the improvement and use of its property. The Licensee shall, at the sole expense of the Licensee, reinforce or otherwise modify the Pipeline, or move all or any portion of the Pipeline to such new location, or remove the Pipeline from the Licensor's property, as the Licensor may designate, whenever, in the furtherance of its needs and requirements, the Licensor, at its sole election, finds such action necessary or desirable.
- B. All the terms, conditions and stipulations herein expressed with reference to the Pipeline on property of the Licensor in the location hereinbefore described shall, so far as the Pipeline remains on the property, apply to the Pipeline as modified, changed or relocated within the contemplation of this section.

**Section 6. NO INTERFERENCE WITH LICENSOR'S OPERATION.**

- A. The Pipeline and all parts thereof within and outside of the limits of the property of the Licensor shall be designed, constructed and, at all times, maintained, repaired, renewed and operated in such manner as to cause no interference whatsoever with the constant, continuous and uninterrupted use of the tracks, property and facilities of the Licensor and nothing shall be done or suffered to be done by the Licensee at any time that would in any manner impair the safety thereof.

- B. Explosives or other highly flammable substances shall not be stored on Licensor's property without the prior written approval of Licensor.
- C. No additional vehicular crossings (including temporary haul roads) or pedestrian crossings over Licensor's trackage shall be installed or used by Licensor or its contractors without the prior written permission of Licensor.
- D. When not in use, any machinery and materials of Licensee or its contractors shall be kept at least fifty (50) feet from the centerline of Licensor's nearest track.
- E. Operations of Licensor and work performed by Licensor's personnel may cause delays in the work to be performed by Licensee. Licensee accepts this risk and agrees that Licensor shall have no liability to Licensee or any other person or entity for any such delays. Licensee shall coordinate its activities with those of Licensor and third parties so as to avoid interference with railroad operations. The safe operation of Licensor's train movements and other activities by Licensor take precedence over any work to be performed by Licensee.

**Section 7.      PROTECTION OF FIBER OPTIC CABLE SYSTEMS.**

- A. Fiber optic cable systems may be buried on the Licensor's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Licensee shall telephone the Licensor during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except for holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried anywhere on the Licensor's premises to be used by the Licensee. If it is, Licensee will telephone the telecommunications company(ies) involved, arrange for a cable locator, make arrangements for relocation or other protection of the fiber optic cable, all at Licensee's expense, and will commence no work on the Licensor's property until all such protection or relocation has been accomplished. Licensee shall indemnify and hold the Licensor harmless from and against all costs, liability and expense whatsoever (including, without limitation, attorneys' fees, court costs and expenses) arising out of or caused in any way by Licensee's failure to comply with the provisions of this paragraph.
- B. IN ADDITION TO OTHER INDEMNITY PROVISIONS IN THIS AGREEMENT, THE LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND AND HOLD THE LICENSOR HARMLESS FROM AND AGAINST ALL COSTS, LIABILITY AND EXPENSE WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS AND EXPENSES) CAUSED BY THE NEGLIGENCE OF THE LICENSEE, ITS CONTRACTORS, AGENTS AND/OR EMPLOYEES, RESULTING IN (1) ANY DAMAGE TO OR DESTRUCTION OF ANY TELECOMMUNICATIONS SYSTEM ON LICENSOR'S PROPERTY, AND/OR (2) ANY INJURY TO OR DEATH OF ANY PERSON EMPLOYED BY OR ON BEHALF OF ANY TELECOMMUNICATIONS COMPANY, AND/OR ITS CONTRACTOR, AGENTS AND/OR EMPLOYEES, ON LICENSOR'S PROPERTY, EXCEPT IF SUCH COSTS, LIABILITY OR EXPENSES ARE CAUSED SOLELY BY THE DIRECT ACTIVE NEGLIGENCE OF THE LICENSOR. LICENSEE FURTHER AGREES THAT IT SHALL NOT HAVE OR SEEK RECOURSE AGAINST LICENSOR FOR ANY CLAIM OR CAUSE OF ACTION FOR ALLEGED LOSS OF PROFITS OR REVENUE OR LOSS OF SERVICE OR OTHER CONSEQUENTIAL DAMAGE TO A TELECOMMUNICATION COMPANY USING LICENSOR'S PROPERTY OR A CUSTOMER OR USER OF SERVICES OF THE FIBER OPTIC CABLE ON**

## **LICENSOR'S PROPERTY.**

### **Section 8. CLAIMS AND LIENS FOR LABOR AND MATERIAL; TAXES.**

- A. The Licensee shall fully pay for all materials joined or affixed to and labor performed upon property of the Licensor in connection with the construction, maintenance, repair, renewal, modification or reconstruction of the Pipeline, and shall not permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the property for any work done or materials furnished thereon at the instance or request or on behalf of the Licensee. The Licensee shall indemnify and hold harmless the Licensor against and from any and all liens, claims, demands, costs and expenses of whatsoever nature in any way connected with or growing out of such work done, labor performed, or materials furnished.
- B. The Licensee shall promptly pay or discharge all taxes, charges and assessments levied upon, in respect to, or on account of the Pipeline, to prevent the same from becoming a charge or lien upon property of the Licensor, and so that the taxes, charges and assessments levied upon or in respect to such property shall not be increased because of the location, construction or maintenance of the Pipeline or any improvement, appliance or fixture connected therewith placed upon such property, or on account of the Licensee's interest therein. Where such tax, charge or assessment may not be separately made or assessed to the Licensee but shall be included in the assessment of the property of the Licensor, then the Licensee shall pay to the Licensor an equitable proportion of such taxes determined by the value of the Licensee's property upon property of the Licensor as compared with the entire value of such property.

### **Section 9. RESTORATION OF LICENSOR'S PROPERTY.**

In the event the Licensee in any manner moves or disturbs any of the property of the Licensor in connection with the construction, maintenance, repair, renewal, modification, reconstruction, relocation or removal of the Pipeline, then in that event the Licensee shall, as soon as possible and at Licensee's sole expense, restore such property to the same condition as the same were before such property was moved or disturbed, and the Licensee shall indemnify and hold harmless the Licensor, its officers, agents and employees, against and from any and all liability, loss, damages, claims, demands, costs and expenses of whatsoever nature, including court costs and attorneys' fees, which may result from injury to or death of persons whomsoever, or damage to or loss or destruction of property whatsoever, when such injury, death, damage, loss or destruction grows out of or arises from the moving or disturbance of any other property of the Licensor.

### **Section 10. INDEMNITY.**

- A. As used in this Section, "Licensor" includes other railroad companies using the Licensor's property at or near the location of the Licensee's installation and their officers, agents, and employees; "Loss" includes loss, damage, claims, demands, actions, causes of action, penalties, costs, and expenses of whatsoever nature, including court costs and attorneys' fees, which may result from: (a) injury to or death of persons whomsoever (including the Licensor's officers, agents, and employees, the Licensee's officers, agents, and employees, as well as any other person); and/or (b) damage to or loss or destruction of property whatsoever (including Licensee's property, damage to the roadbed, tracks, equipment, or other property of the Licensor, or property in its care or custody).
- B. AS A MAJOR INDUCEMENT AND IN CONSIDERATION OF THE LICENSE AND

**PERMISSION HEREIN GRANTED, TO THE FULLEST EXTENT PERMITTED BY LAW, THE LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS THE LICENSOR FROM ANY LOSS OF ANY KIND, NATURE OR DESCRIPTION ARISING OUT OF, RESULTING FROM OR RELATED TO (IN WHOLE OR IN PART):**

**1. THE PROSECUTION OF ANY WORK CONTEMPLATED BY THIS AGREEMENT INCLUDING THE INSTALLATION, CONSTRUCTION, MAINTENANCE, REPAIR, RENEWAL, MODIFICATION, RECONSTRUCTION, RELOCATION, OR REMOVAL OF THE PIPELINE OR ANY PART THEREOF;**

**2. ANY RIGHTS OR INTERESTS GRANTED PURSUANT TO THIS LICENSE;**

**3. THE PRESENCE, OPERATION, OR USE OF THE PIPELINE OR CONTENTS ESCAPING THEREFROM;**

**4. THE ENVIRONMENTAL STATUS OF THE PROPERTY CAUSED BY OR CONTRIBUTED TO BY LICENSEE;**

**5. ANY ACT OR OMISSION OF LICENSEE OR LICENSEE'S OFFICERS, AGENTS, INVITEES, EMPLOYEES, OR CONTRACTORS OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM, OR ANYONE THEY CONTROL OR EXERCISE CONTROL OVER; OR**

**6. LICENSEE'S BREACH OF THIS AGREEMENT,**

**EXCEPT WHERE THE LOSS IS CAUSED BY THE SOLE DIRECT AND ACTIVE NEGLIGENCE OF THE LICENSOR, AS DETERMINED IN A FINAL JUDGMENT BY A COURT OF COMPETENT JURISDICTION, IT BEING THE INTENTION OF THE PARTIES THAT THE ABOVE INDEMNITY WILL OTHERWISE APPLY TO LOSSES CAUSED BY OR ARISING FROM, IN WHOLE OR IN PART, LICENSOR'S NEGLIGENCE.**

C. Upon written notice from Licensor, Licensee agrees to assume the defense of any lawsuit of proceeding brought against any indemnitee by any entity, relating to any matter covered by this License for which Licensee has an obligation to assume liability for and/or save and hold harmless any indemnitee. Licensee shall pay all costs incident to such defense, including, but not limited to, reasonable attorney's fees, investigators' fees, litigation and appeal expenses, settlement payments and amounts paid in satisfaction of judgments.

#### **Section 11. REMOVAL OF PIPELINE UPON TERMINATION OF AGREEMENT.**

Prior to the termination of this Agreement howsoever, the Licensee shall, at Licensee's sole expense, remove the Pipeline from those portions of the property not occupied by the roadbed and track or tracks of the Licensor and shall restore, to the satisfaction of the Licensor, such portions of such property to as good a condition as they were in at the time of the construction of the Pipeline. If the Licensee fails to do the foregoing, the Licensor may, but is not obligated, to perform such work of removal and restoration at the cost and expense of the Licensee. In the event of the removal by the Licensor of the property of the Licensee and of the restoration of the roadbed and property as herein provided, the Licensor shall in no manner be liable to the Licensee for any damage sustained by the

Licensee for or on account thereof, and such removal and restoration shall in no manner prejudice or impair any right of action for damages, or otherwise, that the Licensor may have against the Licensee.

**Section 12. WAIVER OF BREACH.**

The waiver by the Licensor of the breach of any condition, covenant or agreement herein contained to be kept, observed and performed by the Licensee shall in no way impair the right of the Licensor to avail itself of any remedy for any subsequent breach thereof.

**Section 13. TERMINATION.**

- A. If the Licensee does not use the right herein granted or the Pipeline for one (1) year, or if the Licensee continues in default in the performance of any covenant or agreement herein contained for a period of thirty (30) days after written notice from the Licensor to the Licensee specifying such default, the Licensor may, at its option, forthwith immediately terminate this Agreement by written notice.
- B. In addition to the provisions of subparagraph (a) above, this Agreement may be terminated by written notice given by either party hereto to the other on any date in such notice stated, not less, however, than thirty (30) days subsequent to the date upon which such notice shall be given.
- C. Notice of default and notice of termination may be served personally upon the Licensee or by mailing to the last known address of the Licensee. Termination of this Agreement for any reason shall not affect any of the rights or obligations of the parties hereto which may have accrued, or liabilities, accrued or otherwise, which may have arisen prior thereto.

**Section 14. AGREEMENT NOT TO BE ASSIGNED.**

The Licensee shall not assign this Agreement, in whole or in part, or any rights herein granted, without the written consent of the Licensor, and it is agreed that any transfer or assignment or attempted transfer or assignment of this Agreement or any of the rights herein granted, whether voluntary, by operation of law, or otherwise, without such consent in writing, shall be absolutely void and, at the option of the Licensor, shall terminate this Agreement.

**Section 15. SUCCESSORS AND ASSIGNS.**

Subject to the provisions of Section 14 hereof, this Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors and assigns.

**Section 16. SEVERABILITY.**

Any provision of this Agreement which is determined by a court of competent jurisdiction to be invalid or unenforceable shall be invalid or unenforceable only to the extent of such determination, which shall not invalidate or otherwise render ineffective any other provision of this Agreement.

**EXHIBIT C**  
**Union Pacific Railroad Company**  
**Contract Insurance Requirements**

Licensee shall, at its sole cost and expense, procure and maintain during the life of this Agreement (except as otherwise provided in this Agreement) the following insurance coverage:

**A. Commercial General Liability** insurance. Commercial general liability (CGL) with a limit of not less than \$2,000,000 each occurrence and an aggregate limit of not less than \$4,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE: "Contractual Liability Railroads" ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.

**B. Business Automobile Coverage** insurance. Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a limit of not less \$2,000,000 for each accident, and coverage must include liability arising out of any auto (including owned, hired, and non-owned autos).

The policy must contain the following endorsements, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE: "Coverage For Certain Operations In Connection With Railroads" ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Property" as the Designated Job Site.

**C. Workers Compensation and Employers** Liability insurance. Coverage must include but not be limited to:

Licensee's statutory liability under the workers' compensation laws of the state(s) affected by this Agreement.

Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee.

If Licensee is self-insured, evidence of state approval and excess workers compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

**D. Railroad Protective Liability** insurance. Licensee must maintain "Railroad Protective Liability" insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Railroad only as named insured, with a limit of not less than \$2,000,000 per occurrence and an aggregate of \$6,000,000.



The definition of “JOB LOCATION” and “WORK” on the declaration page of the policy shall refer to this Agreement and shall describe all WORK or OPERATIONS performed under this agreement

**E. Umbrella or Excess insurance.** If Licensee utilizes umbrella or excess policies, and these policies must “follow form” and afford no less coverage than the primary policy.

**Other Requirements**

**F.** All policy(ies) required above (except worker’s compensation and employers liability) must include Railroad as “Additional Insured” using ISO Additional Insured Endorsements CG 20 26, and CA 20 48 (or substitute forms providing equivalent coverage). The coverage provided to Railroad as additional insured shall, to the extent provided under ISO Additional Insured Endorsement CG 20 26, and CA 20 48 provide coverage for Railroad’s negligence whether sole or partial, active or passive, and shall not be limited by Licensee’s liability under the indemnity provisions of this Agreement.

**G.** Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless (a) insurance coverage may not lawfully be obtained for any punitive damages that may arise under this agreement, or (b) all punitive damages are prohibited by all states in which this agreement will be performed.

**H.** Licensee waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Railroad and its agents, officers, directors and employees for damages covered by the workers compensation and employers liability or commercial umbrella or excess liability obtained by Licensee required in this agreement, where permitted by law This waiver must be stated on the certificate of insurance.

**I.** All insurance policies must be written by a reputable insurance company acceptable to Railroad or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the work is to be performed.

**J.** The fact that insurance is obtained by Licensee or by Railroad on behalf of Licensee will not be deemed to release or diminish the liability of Licensee, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Railroad from Licensee or any third party will not be limited by the amount of the required insurance coverage.

**EXHIBIT D**  
**SAFETY STANDARDS**

**MINIMUM SAFETY REQUIREMENTS**

The term "employees" as used herein refer to all employees of Licensee or its contractors, subcontractors, or agents, as well as any subcontractor or agent of any Licensee.

**I. Clothing**

- A. All employees of Licensee will be suitably dressed to perform their duties safely and in a manner that will not interfere with their vision, hearing, or free use of their hands or feet.

Specifically, Licensee's employees must wear:

- (i) Waist-length shirts with sleeves.
- (ii) Trousers that cover the entire leg. If flare-legged trousers are worn, the trouser bottoms must be tied to prevent catching.
- (iii) Footwear that covers their ankles and has a defined heel. Employees working on bridges are required to wear safety-toed footwear that conforms to the American National Standards Institute (ANSI) and FRA footwear requirements.

- B. Employees shall not wear boots (other than work boots), sandals, canvas-type shoes, or other shoes that have thin soles or heels that are higher than normal.

- C. Employees must not wear loose or ragged clothing, neckties, finger rings, or other loose jewelry while operating or working on machinery.

**II. Personal Protective Equipment**

Licensee shall require its employee to wear personal protective equipment as specified by Railroad rules, regulations, or recommended or requested by the Railroad Representative.

- (i) Hard hat that meets the American National Standard (ANSI) Z89.1 – latest revision. Hard hats should be affixed with Licensee's company logo or name.
- (ii) Eye protection that meets American National Standard (ANSI) for occupational and educational eye and face protection, Z87.1 – latest revision. Additional eye protection must be provided to meet specific job situations such as welding, grinding, etc.
- (iii) Hearing protection, which affords enough attenuation to give protection from noise levels that will be occurring on the job site. Hearing protection, in the form of plugs or muffs, must be worn when employees are within:
  - 100 feet of a locomotive or roadway/work equipment
  - 15 feet of power operated tools
  - 150 feet of jet blowers or pile drivers

- 150 feet of retarders in use (when within 10 feet, employees must wear dual ear protection – plugs and muffs)
- (iv) Other types of personal protective equipment, such as respirators, fall protection equipment, and face shields, must be worn as recommended or requested by the Railroad Representative.

### **III. On Track Safety**

Licensee and its contractor are responsible for compliance with the Federal Railroad Administration's Roadway Worker Protection regulations – 49CFR214, Subpart C and Railroad's On-Track Safety rules. Under 49CFR214, Subpart C, railroad contractors are responsible for the training of their employees on such regulations. In addition to the instructions contained in Roadway Worker Protection regulations, all employees must:

- (i) Maintain a minimum distance of at least twenty-five (25) feet to any track unless the Railroad Representative is present to authorize movements.
- (ii) Wear an orange, reflectorized work wear approved by the Railroad Representative.
- (iii) Participate in a job briefing that will specify the type of On-Track Safety for the type of work being performed. Licensee must take special note of limits of track authority, which tracks may or may not be fouled, and clearing the track. Licensee will also receive special instructions relating to the work zone around machines and minimum distances between machines while working or traveling.

### **IV. Equipment**

- A. It is the responsibility of Licensee to ensure that all equipment is in a safe condition to operate. If, in the opinion of the Railroad Representative, any of Licensee's equipment is unsafe for use, Licensee shall remove such equipment from Railroad's property. In addition, Licensee must ensure that the operators of all equipment are properly trained and competent in the safe operation of the equipment. In addition, operators must be:
  - Familiar and comply with Railroad's rules on lockout/tagout of equipment.
  - Trained in and comply with the applicable operating rules if operating any hy-rail equipment on-track.
  - Trained in and comply with the applicable air brake rules if operating any equipment that moves rail cars or any other rail bound equipment.
- B. All self-propelled equipment must be equipped with a first-aid kit, fire extinguisher, and audible back-up warning device.
- C. Unless otherwise authorized by the Railroad Representative, all equipment must be parked a minimum of twenty-five (25) feet from any track. Before leaving any equipment unattended, the operator must stop the engine and properly secure the equipment against movement.
- D. Cranes must be equipped with three orange cones that will be used to mark the working area of the crane and the minimum clearances to overhead powerlines.

**V. General Safety Requirements**

- A. Licensee shall ensure that all waste is properly disposed of in accordance with applicable federal and state regulations.
- B. Licensee shall ensure that all employees participate in and comply with a job briefing conducted by the Railroad Representative, if applicable. During this briefing, the Railroad Representative will specify safe work procedures, (including On-Track Safety) and the potential hazards of the job. If any employee has any questions or concerns about the work, the employee must voice them during the job briefing. Additional job briefings will be conducted during the work as conditions, work procedures, or personnel change.
- C. All track work performed by Licensee meets the minimum safety requirements established by the Federal Railroad Administration's Track Safety Standards 49CFR213.
- D. All employees comply with the following safety procedures when working around any railroad track:
  - (i) Always be on the alert for moving equipment. Employees must always expect movement on any track, at any time, in either direction.
  - (ii) Do not step or walk on the top of the rail, frog, switches, guard rails, or other track components.
  - (iii) In passing around the ends of standing cars, engines, roadway machines or work equipment, leave at least 20 feet between yourself and the end of the equipment. Do not go between pieces of equipment if the opening is less than one car length (50 feet).
  - (iv) Avoid walking or standing on a track unless so authorized by the employee in charge.
  - (v) Before stepping over or crossing tracks, look in both directions first.
  - (vi) Do not sit on, lie under, or cross between cars except as required in the performance of your duties and only when track and equipment have been protected against movement.
- E. All employees must comply with all federal and state regulations concerning workplace safety.

RESOLUTION 2014-12

WHEREAS, the construction of Water Main Project 2014-W-1 will require a crossing at the Garfield Street tracks; and

WHEREAS, the Union Pacific Railroad requires Pipeline Crossing Agreements to be entered in to for persons crossing its property for such purposes with a license fee payment of \$4,900.00 for the Garfield Street Crossing ; and

WHEREAS, the City Attorney's office has reviewed the proposed Pipeline Crossing Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Pipeline Crossing Agreement, by and between the City and the Union Pacific Railroad Company, for the construction and maintenance of Water Main Project 2014-W-1 at Garfield Street, is hereby approved; and the Mayor is hereby authorized to sign such agreement on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, January 28, 2014.

\_\_\_\_\_  
Jay Vavricek, Mayor

Attest:

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

Approved as to Form	▣ _____
January 24, 2014	▣ City Attorney



# City of Grand Island

Tuesday, January 28, 2014

Council Session

## Item G-6

**#2014-13 - Approving Change Order No. 2 for North Interceptor  
Phase I; Project No. 2012-S-6**

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

# **Council Agenda Memo**

**From:** Marvin Strong PE, Wastewater Treatment Plant Engineer

**Meeting:** January 28, 2014

**Subject:** Approving Change Order No. 2 for North Interceptor Phase I; Project No. 2012-S-6

**Item #'s:** G-6

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

## **Background**

Public Works Staff in conjunction with the design engineer, Black & Veatch of Kansas City, Missouri have jointly developed multi-year replacement planning stages for the City of Grand Island's large diameter gravity sanitary sewer interceptor network. The current planned interceptor, entitled the "North Interceptor" will replace aged gravity sanitary sewer, reduce or eliminate current sewer pumping station(s), provide additional capacity for existing, and new growth areas of Grand Island.

The Wastewater Division of the Public Works Department advertised for bids for North Interceptor Phase I (Project 2012-S-6) on March 26, 2013 and opened bids on April 23, 2013.

Resolution 2013-147 as approved by City Council on May 14, 2013 awarded Project 2012-S-6, North Interceptor Phase I to Merryman Excavation, Inc. of Woodstock, Illinois, in the amount of \$8,444,635.00.

On September 10, 2013, Resolution 2013-303, Change Order No. 1 supplied and installed thirty-four (34) Fiberglass Manhole(s) with Polyvinyl Chloride Pipe stubs. No additional claim for the contract amount or time was required.

## **Discussion**

The North Interceptor Phase I overall construction project progress level is at sixty (60%) percent complete. In December, 2013 the lower third of large diameter gravity interceptor sewer being installed was put into service.

In the one and a half (1-1/2) mile interceptor pipe route many complex construction strategies required development. The contractor, Merryman Excavation has mitigated many crossing conflicts installing the deep buried gravity sewer under existing shallower infrastructure. The contractor has requested consideration from owner, and engineer in

recapturing crossings cost that presented extra ordinary work, and supplies to complete the gravity interceptor installation.

Additionally, City Staff is requesting ingress/egress vault hatchway be incorporated on a junction box structure to facilitate maintenance, and inspection.

City Staff and the consulting engineer; Black & Veatch have reviewed, negotiated, and bring forward to the members of city council items outlined in Change Order No. 2.

Item CO2-1. Remove and Replace Concrete Encased Water Main

This change involves removing and replacing the existing concrete encased eight (8) inch water main near the intersection of Seedling Mile Road, and Voss Road. (Station 45+00; Sheet PP-8). In lieu of attempting to support the encased water main, it was removed and replaced to allow for the safe installation of the interceptor pipe.

Item CO2-2. Provide Vault Hatchway

A new interceptor sewer junction box for flow diversion was incorporated; either to channel sanitary sewer flow to an existing pumping station, or when completed divert flow to the newly constructed pumping station. (Station 10+00; Sheets PP-1, D-2)

The junction box was provided with four (4) equal sized concrete lid sections. This change involves removing and replacing the two (2) interior lid sections with one (1) larger lid section with a four (4) foot by four (4) foot cast aluminum hatchway to provide access.

Item CO2-3. Electrical Transmission Conduits

This change covers the negotiated cost to support a protective concrete slab.

The project required exposing two (2) substation medium-voltage buried electrical conduits on Museum Drive (Station 14+60; Sheet PP-2). Upon excavation the buried conduits were installed with a protective concrete cover slab. The concrete slab ended up shifting down during the interceptor installation and damaged the conduits. The total cost of the repair to the conduits (assessed by the Grand Island Utilities Department) was \$5,699.21. This change covers an estimated cost of \$1,000.00 had the concrete slab been additionally supported, and does not cover the total cost of the repairs, which remains the responsibility of the Contractor.

Item CO2-4. Remove and Replace Storm Sewer Pipe

This change covers removal, and replacement cost of a storm sewer pipe.

An existing fifteen (15) inch corrugated metal pipe storm sewer pipe at the intersection of 4<sup>th</sup> street and 7<sup>th</sup> street (Station 89+00; Sheet PP-17) was impacted by the interceptor routing. The pipe showed enough wear to warrant replacement, and will be interchanged with fifteen (15) inch reinforced concrete pipe, and flared end sections.

Item CO2-5. Extended Contract Times for Substantial and Final Completion

This change covers the time extension requested by the Contractor for substantial and final completion.



Merryman Excavation project team is committed to safety, and in minimizing impacts to schedule, costs, traffic, and the City's customer's services, and in doing such has impacted the project acceleration.

The contract extension will be put in place with the following:

1. Any failure occurring in the existing concrete interceptor after the original Substantial Completion date of January 13, 2014 and through to the Final Completion date of April 16, 2014 will be repaired by Merryman Excavation at their sole cost, without any reimbursement from the City of Grand Island. The existing concrete interceptor is defined as the section of sanitary sewer from new Manhole 27A (located in E. 7<sup>th</sup> Street, approximately three hundred fifty (350) feet west of Sky Park Road) downstream to the Wastewater Treatment Plant.
2. All of the new North Interceptor gravity sewer from the Wastewater Treatment Plant (Station 0+00) to approximately three hundred fifty (350) feet west of Sky Park Road (Station 92+47.91) will be installed and operational on or before March 12, 2014. In the event this intermediate milestone is not met, a penalty will be assessed to Merryman Excavation in the amount \$550.00 each day until such time that the pipe has been fully installed, tested, inspected, and operational as described herein.
3. All work will be substantially complete on or before April 9, 2014.
4. Final Completion and readiness for final payment will be on or before April 16, 2014.

### **Summary**

The Contract Price shall be modified as follows as a result of the changes described by this modification request. Additions to the Contract Price are indicated by a "+" in front of the amount, deductions by a "-".

<u>Effect on Contract Price</u>		Increase/Decrease In Contract Price (+/-)
<u>Item</u>	<u>Description</u>	
CO2-1	Remove and Replace Concrete Encased Water Main	+\$7,160.41
CO2-2	Provide Vault Hatchway	+\$11,704.47
CO2-3	Electrical Transmission Conduits	+\$1,000.00
CO2-4	Remove and Replace Storm Sewer Pipe	+\$7,168.29
CO2-5	Extended Contract Times for Substantial and Final Completion	+\$0.00

<u>Effect on Contract Price</u>		Increase/Decrease In
<u>Item</u>	<u>Description</u>	Contract Price (+/-)
	NET CHANGE IN CONTRACT PRICE	+\$27,033.17
	BID AMOUNT OF ORIGINAL CONTRACT	\$8,444,635.00
	CHANGE ORDER NO. 1 ADJUSTMENTS	+0.00
	CURRENT CONTRACT AMOUNT	\$8,444,635.00
	CHANGE ORDER NO. 2	+27,033.17
	ADJUSTED CONTRACT AMOUNT	\$8,471,668.17

Change Order No. 2 will extend the original construction completion date(s) of:

Substantial Completion: 210 calendar days, or January 13, 2014; and add: Eighty Six (86) calendar days, or April 9, 2014, and

Final Completion: 245 calendar days, or February 17, 2014; and add Fifty Eight (58) calendar days, or April 16, 2014.

### **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 Change Order No. 2 with Merryman Excavation, Inc. of Woodstock, Illinois in the amount of \$27,033.17, for a revised contract of \$8,471,688.17 for North Interceptor Phase I; Project 2012-S-6.

### **Sample Motion**

Move to approve the resolution.

**CITY OF GRAND ISLAND, NEBRASKA  
NORTH INTERCEPTOR – PHASE 1**

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**CITY PROJECT 2012-S-6  
BLACK & VEATCH PROJECT NO. 175144**

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**CHANGE ORDER NO. 2**

Change Order No. 2 covers the removal and replacement of an existing concrete encased waterline line at the intersection of Voss Road and Seedling Mile Road, the procurement and installation of a new partial lid for the Junction Box to provide access through a 4-foot by 4-foot hatch, the partial costs of the damages caused by a concrete slab that was discovered on top of existing electrical conduits near Station 14+60, the removal and replacement of an existing storm sewer at the intersection of 4<sup>th</sup> St. and 7<sup>th</sup> St., and the time extension requested by the Contractor for Substantial and Final Completion.

Item CO2-1. Remove and Replace Concrete Encased Waterline Near Station 45+00

Initiated by: Contractor

This change involves removing and replacing the existing concrete encased 8-inch waterline near Station 45+00 (Sheet PP-8). The waterline was shown on the contract documents, but it was not shown to be concrete encased. In lieu of attempting to support the encased waterline, it was removed and replaced to allow for the safe installation of the interceptor.

Item CO2-2. Provide New Lid for the Junction Box

Initiated by: Owner

The new Junction Box lid located at Station 10+00 (Sheets PP-1, D-2) came in four equal sized concrete sections. This change involves removing and replacing the two interior lid sections with one larger lid section with a 4-foot x 4-foot aluminum hatch cast in to provide access.

Item CO2-3. Repair Damaged Electrical Conduits Near Station 14+60

Initiated by: Contractor

Upon exposing the two 6-inch electrical conduits near Station 14+60 (Sheet PP-2), it was discovered that the conduits had a concrete slab covering them which was not shown on the contract documents. The concrete slab ended up shifting down during the interceptor installation and damaged the conduits. The total cost of the repair to the conduits (assessed by the Grand Island Utilities Department) was \$5,699.21. This change covers the estimated cost had the

1/17/2014

CO2-1

concrete slab been properly supported, and does not cover the total cost of the repairs, which remains the responsibility of the Contractor.

Item CO2-4. Remove and Replace Existing Storm Sewer at 4<sup>th</sup> Street and 7<sup>th</sup> Street

Initiated by: Contractor

This change involves removing and replacing the existing 15" CMP storm sewer pipe that was not shown on the drawings (near Station 89+00 on Sheet PP-17) and found to be in a poor, non-operable condition with a new 15" RCP storm sewer with flared end sections.

Item CO2-5. Extend Contract Times for Substantial and Final Completion

Initiated by: Contractor

This change involves extending the contract times for Substantial Completion to April 9, 2014 (originally January 13, 2014) and Final Completion to April 16, 2014 (originally February 17, 2014). The request for the contract extension is based on delays mainly caused by the dewatering and microtunneling subcontractor's inability to maintain their original schedules. As a condition of the contract extension, the following stipulations will be put in place:

1. Any failure occurring in the existing concrete North Interceptor after the original Substantial Completion date of January 13, 2014 and through to the Final Completion date of April 16, 2014 will be repaired by Merryman Excavation at their sole cost, without any reimbursement from the City of Grand Island. The existing concrete North Interceptor is defined as the section of sanitary sewer from new Manhole 27A (located in E.7<sup>th</sup> Street, approximately three hundred fifty (350) feet west of Sky Park Road) downstream to the wastewater treatment plant.
2. All of the new North Interceptor from the Wastewater Treatment Plant (Station 0+00) to approximately three hundred fifty (350) feet west of Sky Park Road (Station 92+47.91) will be installed and operational no later than March 12, 2014. In the event this intermediate milestone is not met, a penalty will be assessed to Merryman Excavation in the amount of \$550.00 each day until such time that the pipe has been fully installed, tested, inspected, and operational as described herein.
3. All work will be substantially complete on or before April 9, 2014.
4. Final Completion and readiness for final payment will be on or before April 16, 2014.

1/17/2014

CO2-2

**CITY OF GRAND ISLAND, NEBRASKA  
NORTH INTERCEPTOR – PHASE 1**

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**CITY PROJECT 2012-S-6  
BLACK & VEATCH PROJECT NO. 175144**

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**SUMMARY**

**CHANGE ORDER NO. 2**

The Contract Price shall be modified as follows as a result of the changes described by this modification request. Additions to the Contract Price are indicated by a "+" in front of the amount, deductions by a "-".

<u>Effect on Contract Price</u>		Increase/Decrease In Contract Price (+/-)
<u>Item</u>	<u>Description</u>	
CO2-1	Remove and Replace Concrete Encased Waterline Near Station 45+00	+7,160.41
CO2-2	Provide New Lid for the Junction Box	+11,704.47
CO2-3	Repair Damaged Electrical Conduits Near Station 14+60	+1,000.00
CO2-4	Remove and Replace Existing Storm Sewer at 4 <sup>th</sup> Street and 7 <sup>th</sup> Street	+7,168.29
CO2-5	Extend Contract Times for Substantial and Final Completion	+00.00
NET CHANGE IN CONTRACT PRICE		+27,033.17
BID AMOUNT OF ORIGINAL CONTRACT		\$8,444,635.00
PREVIOUS CHANGE ORDER ADJUSTMENTS		+ 0.00
CURRENT CONTRACT AMOUNT		\$8,444,635.00
CHANGE ORDER NO. 2		+27,033.17
ADJUSTED CONTRACT AMOUNT		\$8,471,668.17

1/17/2014

CO2-3

Effect on Contract Time

--	Substantial Completion for Original Contract	January 13, 2014
--	Final Completion for Original Contract	February 17, 2014
CO2-1	No additional time given for Contract	
CO2-2	No additional time given for Contract	
CO2-3	No additional time given for Contract	
CO2-4	No additional time given for Contract	
CO2-5	Contract Time Extension for Substantial Completion, Calendar Days (Date)	86 (April 9, 2014)
CO2-5	Contract Time Extension for Final Completion, Calendar Days (Date)	58 (April 16, 2014)

No additional claims shall be made for changes in Contract Time arising from these work items.

This change order includes all costs, direct, indirect, and consequential, and all changes in Contract Time arising from the work included in the items for Change Order No. 2. No additional claims shall be made for changes in Contract Price or Contract Time arising from these work items.

All other provisions of the contract remain unchanged.

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 2014

Recommended:  
Black & Veatch Corporation

Approved:  
City of Grand Island

By: \_\_\_\_\_  
Engineering Manager

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

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

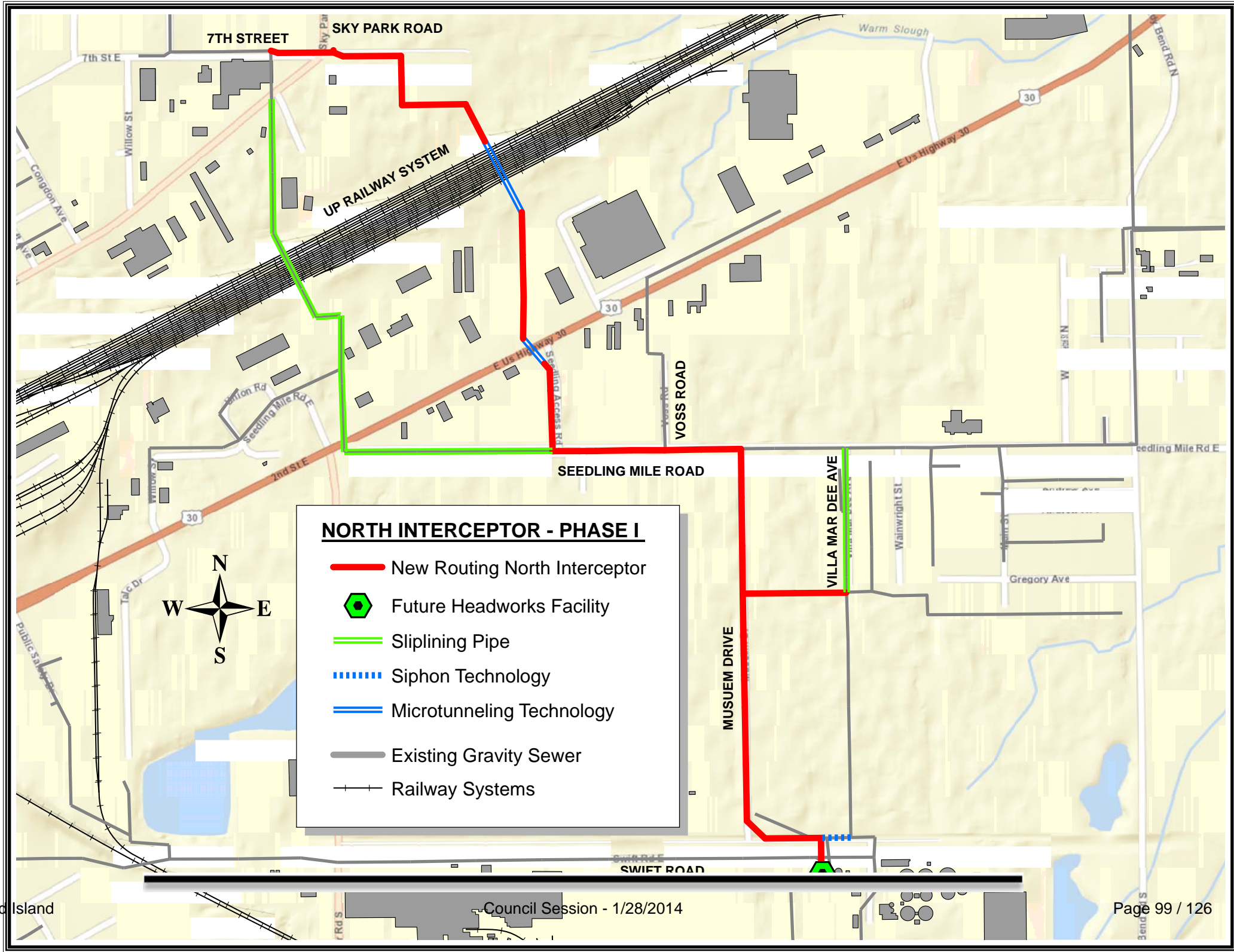
Date: \_\_\_\_\_

Approved:  
Merryman Excavation, Incorporated

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

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

Approved as to Form _____ January 28, 2014 City Attorney
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RESOLUTION 2014-13

WHEREAS, On May 14, 2013, Resolution 2013-147, City Council awarded, Project 2012-S-6, North Interceptor Phase I to Merryman Excavation, Inc. of Woodstock, Illinois, in the amount of \$8,444,635; and

WHEREAS, On September 10, 2013, Resolution 2013-303, Change Order No. 1 supplied and installed thirty-four (34) Fiberglass Manhole(s) with Polyvinyl Chloride Pipe stubs. No additional claim for the contract amount or time; and

WHEREAS, Change Order No. 2 provides miscellaneous work changes in the amount of \$27,033.17; and

WHEREAS, Change Order No. 2 adds fifty-eight (58) calendar days, or March 12, 2014 for North Interceptor Gravity Sewer intermediate milestone; and

WHEREAS, Change Order No. 2 adds eighty-six (86) calendar days, or April 9, 2014 for the project Substantial Completion; and

WHEREAS, Change Order No. 2 adds fifty-eight (58) calendar days, or April 16, 2014 for the project Final Completion; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that authorization to proceed with scope described in Change Order No. 2 with Merryman Excavation, Inc. of Woodstock, Illinois in the amount of \$27,033.17, for a revised contract amount of \$8,471,688.17 is hereby approved; and

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to execute such Change Order No. 2, North Interceptor Phase I, Project 2012-S-6 on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, January 28, 2014.

\_\_\_\_\_  
Jay Vavricek, Mayor

Attest:

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

Approved as to Form	☐ _____
January 28, 2014	☐ City Attorney





# **City of Grand Island**

**Tuesday, January 28, 2014**

**Council Session**

## **Item G-7**

**#2014-14 - Approving Design Services Contract for Kaufmann-Cummings Park-Community Development Block Grant  
Downtown Revitalization Phase II Grant Funds**

**Staff Contact: Jaye Monter, Finance Director**

# **Council Agenda Memo**

**From:** Jaye Monter, Finance Director

**Meeting:** January 28, 2014

**Subject:** Approving Design Services Contract for Kaufmann-Cummings Park-Community Development Block Grant  
Downtown Revitalization Phase II Grant Funds

**Item #'s:** G-7

**Presenter(s):** Jaye Monter, Finance Director

## **Background**

On August 29, 2012, the City Of Grand Island received a \$30,000 Community Development Block Grant (CDBG) Downtown Revitalization Phase I Grant. On March 12, 2013, representatives from the Architecture Firm Alley Poyner Macchietto of Omaha presented to Council the Downtown Revitalization Plan used to secure a \$350,000 Downtown Revitalization Phase II Grant awarded to the City in June of 2013.

The City Of Grand Island received a Notice of Approval/Release of Funds from the Nebraska Department of Economic Development for the \$350,000. With the Release of Funds, the City of Grand Island in cooperation with the Downtown Business Improvement Board is ready to begin the redesign of Kaufmann-Cummings Park.

## **Discussion**

An advertisement for Requests for Proposals was published in *The Independent* on November 6, 2013. The proposals were opened on November 18, 2013. The City received six proposals.

Clark Enersen, Lincoln, NE	Dropseed Studio, Omaha NE
Olsson & Associates, Grand Island, NE	Peace Studio Architects, Lincoln NE
RDG Planning & Design, Omaha, NE	HGM Associates, Inc., Omaha, NE

A committee consisting of city staff and downtown stakeholders was formed to select the planning and design firm. Each committee member scored the proposals on the following criteria:

- 1) Previous Experience in Public Park Design
- 2) Approach to the Park Design
  - a. Lighting
  - b. Maintenance
  - c. Shade
  - d. Sculpture
  - e. Events
- 3) Proposed Project Timeline
- 4) Ability to Create a Space Considered a Destination for Downtown
- 5) Proposed Cost

The firm with the highest point score was Kinghorn Horticultural Service, Inc. d.b.a. Dropseed Studio from Omaha, NE. The committee recommends the contract be awarded to Dropseed Studio in the amount of \$9,000.00.

### **Alternatives**

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

1. Move to approve the design contract
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 Design Services Contract with Kinghorn Horticultural Service Inc.

### **Sample Motion**

Move to approve the Design Services Contract with Kinghorn Horticultural Service Inc. and authorize the Mayor to sign all related documents.

**AGREEMENT TO PERFORM  
PROFESSIONAL  
SERVICES FOR  
GRAND ISLAND KAUFMANN CUMMINGS PARK PRELIMINARY DESIGN**

Kinghorn Horticultural Service, Inc. d.b.a. Dropseed Studio, *the design branch of Kinghorn Gardens* (DROPSEED) enters into this agreement for professional services with *the City of Grand Island working with the Grand Island Downtown Business Improvement Board* (CLIENT) for the Kaufmann Cummings Park Preliminary Design, located in Grand Island, Nebraska.

**I. SCOPE OF SERVICES**

- A. See Exhibit 'A' Scope of Services

**II. FEE AND TIMING**

- A. The Scope of Services items will be performed for a lump sum fee of *(nine-thousand dollars and zero cents) (\$9000.00)*, which *includes* the cost of all expenses associated with the production of the design work.
- B. The above Scope of Services will be initiated upon written authorization to proceed by the CLIENT. Completion will be commensurate with the Client's schedule.
- C. Any additional services shall be authorized in writing by the CLIENT prior to initiation and compensated in accordance with the attached rate schedule (Exhibit 'B').

**III. PAYMENT**

- A. Terms of payment for all work performed under this Agreement shall be net thirty (30) days from date of invoice.
- B. All fees due Kinghorn Horticultural Services, Inc. will be payable within thirty (30) days of receipt of such invoice showing work completed and the cost of said work. To each statement not paid within thirty (30) days, a service charge of one and one-half percent (1-1/2%) per month will be added to the unpaid balance.

**IV. INDEMNITY AND LIMITATION OF LIABILITY**

- A. The CLIENT agrees, at its own expense, to indemnify, defend and hold

harmless Kinghorn Horticultural Services, Inc., its successors and assigns and its shareholders, officers, directors, agents and employees, against any and all losses, costs, liabilities, damages and/or expenses brought against Kinghorn Horticultural Services, Inc., by any third party to the extent based on or arising from the Project or on any claim of breach of this Agreement by Kinghorn Horticultural Services, Inc., ("Third Party Claims"), excluding Third Party Claims that are the sole fault of Kinghorn Horticultural Services, Inc.

- B. Neither CLIENT nor Kinghorn Horticultural Services, Inc. shall be liable under this agreement, for any indirect, incidental, special, punitive or consequential damages. In no event will the total aggregate liability of Kinghorn Horticultural Services, Inc. for any claims, losses or damages arising out of this agreement exceed the total amount of fees and other consideration actually received by Kinghorn Horticultural Services, Inc. under this agreement. The foregoing limitation of liability and exclusion of certain damages shall apply regardless of the success or effectiveness of any other remedies.

## V. TERMINATION

- A. This Agreement may be terminated upon ten (10) days written notice by either party. In the event of termination, the CLIENT will pay Kinghorn Horticultural Services, Inc. due compensation as specified herein for services performed up to the termination date including reimbursable expenses.

## VI. APPLICABLE LAW

- A. The parties shall comply with and apply Nebraska law, without reference to the conflicts of laws provisions thereof, in the performance and interpretation of this agreement.

City of Grand Island  
100 E 1st Street  
Grand Island, Nebraska 68801

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name / Title

Kinghorn Horticultural Service, Inc  
8024 North 28<sup>th</sup> Street, PO Box 12455  
Omaha, Nebraska 68112



\_\_\_\_\_  
Signature

1.20.14

\_\_\_\_\_  
Date

Thomas Bentley / Landscape Architect  
\_\_\_\_\_  
Printed Name / Title



Exhibit 'A'

**KAUFMANN CUMMINGS PARK PRELIMINARY DESIGN, LANDSCAPE ARCHITECTURAL SCOPE  
OF SERVICES**

The following scope of services represents the recommended requirements to provide Professional Design Services for the project.

**PHASE 1: Data Gathering and Input**

- 1.01 Data Gathering: The DROPSEED design team (Dropseed Studio and their Electrical Engineering Subconsultant, Morrissey Engineering) will review the project site, photo document, and utilize the CLIENT provided topographic and boundary survey as field note documentation. DROPSEED design team will review existing conditions with appropriate City of Grand Island departments as well as note any special conditions of the adjoining structures with a representative of those respective building owners. DROPSEED will not provide any structural forensic study of the adjoining buildings or conditions within the project area beyond what is observed in the visual review of the site.
- 1.02 CLIENT Input: The DROPSEED design team will meet with the CLIENT to obtain priorities, amenities, budget, phasing, and other items which will contribute to design concept generation and on to Preliminary Design.

*Deliverables shall include:*

- Summary minutes of data gathering findings and CLIENT input session.
- Establishment of web-based project management site (Basecamp) if requested by the CLIENT.

**PHASE 2: Preliminary Design**

- 2.01 Preliminary Design: During this phase, the DROPSEED design team will prepare Concept Design solutions based on CLIENT input and in-house DROPSEED experience and understanding. Design solutions are to be relevant to 'placemaking' an urban space, to the programmed uses of the park, material alternatives, landscape alternatives, theming, lighting, and other urban design principles as identified by the CLIENT. Review Concept Design solutions with CLIENT and determine preferred alternative that will become the basis for the Preliminary Design Documents. The preliminary design plans will define the character and amenities of the project and become the basis of Final Design Documents. Tasks included in this phase:
- Landscape Architectural design and integration of landscape and hardscape amenities where appropriate.
  - Electrical Engineering design (lighting, power, audio) approaches and appropriate technology strategies where appropriate and necessary requirements to tie into existing City infrastructure. (Final fixture selections and illumination modeling to be reserved for the subsequent Final Design Document phase)
  - Opinion of Probable Costs – track design solutions against costs. DROPSEED selected Electrical, Civil and Structural Engineers to be utilized selectively to aid in some cost verifications items.

- Graphic Illustration – DROPSEED will provide a minimum of two (2) color rendered graphics for the CLIENT to utilize for promotional purposes. Illustrations to be either plan, section/elevation, and/or perspective.
- Review meetings – review design concept alternatives with CLIENT. Refine preferred concept alternative based on review comments. Present final Preliminary Design to CLIENT.

Deliverables shall include:

- Design Concepts in PDF formats.
- 100% Preliminary Design Documents in PDF and CAD formats.
- Preliminary Opinion of Probable Costs in PDF format.
- Graphic Illustrations in PDF format.
- (2) Scheduled meetings with CLIENT in Grand Island (1 concept presentation and 1 final Preliminary Design presentation). Subsequent presentation of progress work via digital or postal mail resources.

**ADDITIONAL SERVICES**

Additional Services beyond DROPSEED's Basic Services cited herein may be provided if confirmed in writing.

*EXHIBIT B*  
**KINGHORN HORTICULTURAL SERVICE, INC.**  
**d.b.a. DROPSEED STUDIO, DESIGN BRANCH OF KINGHORN GARDENS**  
**RATE SCHEDULE**  
*Effective January 2014*

**HOURLY RATES & CLASSIFICATIONS**

Landscape Architect.....	\$90/Hr.
Senior Horticulturalist .....	\$80/Hr.
Landscape Architect in Training .....	\$75/Hr.
Design Horticulturalist.....	\$70/Hr.
Horticultural Practitioner.....	\$50/Hr.



RESOLUTION 2014-14

WHEREAS, the City of Grand Island, Nebraska, is an eligible unit of a general local government authorized to receive Community Development Block Grants (CDBG) through the Nebraska Department of Economic Development; and

WHEREAS, the Nebraska Department of Economic Development awarded the City of Grand Island a \$350,000 Phase II Downtown Revitalization Community Development Block Grant; and

WHEREAS, the City, in cooperation with the Downtown Business Improvement Board requested proposals for design services to redesign Kaufmann-Cummings Park; and

WHEREAS, Kinghorn Horticulture Services, Inc. d.b.a. as Dropseed Studio from Omaha, NE submitted a proposal in accordance with the terms, specifications of the Request for Proposals, and received the most favorable score among all reviewed; and

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

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 award a contract to Kinghorn Horticulture Services, Inc. in the amount of \$9,000 for design services for Kaufmann-Cummings Park and the Mayor is hereby authorized and directed to execute such documents on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, January 28, 2014.

\_\_\_\_\_  
Jay Vavricek, Mayor

Attest:

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

Approved as to Form	☐ _____
January 24, 2014	☐ City Attorney



# City of Grand Island

Tuesday, January 28, 2014

Council Session

## Item G-8

**#2014-15 - Approving Bid Award for (1) Commercial 120” Cut Rotary Turf Mower, (1) Commercial 72” Cut Rotary Turf Mower & (1) 3-Wheel Sports Field/Bunker Infield Rake**

Staff Contact: Todd McCoy

# Council Agenda Memo

**From:** Todd McCoy, Parks and Recreation Director

**Meeting:** January 28, 2014

**Subject:** Bid Award for one (1) Commercial 120" Cut Rotary Turf Mower, one (1) Commercial 72" Cut Rotary Turf Mower and one (1) 3-Wheel Sports Field/Bunker Infield Rake

**Item #'s:** G-8

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

## Background

On January 14, 2014 the Parks and Recreation Department received bids for the purchase of two (2) mowers and an infield rake for use within the Parks Division. The replacement items are necessary as the current equipment is becoming less dependable. The new equipment will provide additional years of service and meets the requirements of the Parks operation.

## Discussion

Bids were received from Turfwerks, Midwest Turf and Irrigation, and Van Wall Equipment.

	Van Wall Equipment Omaha, Nebraska	TurfWerks Johnston, Iowa	Midwest Turf & Irrigation Omaha, Nebraska
120" Mower	\$51,022.00 John Deere 1600T	<b>\$48,507.20 Jacobsen R31/T</b> \$52,634.05 Jacobsen Tier 4	\$52,676.00 Toro 4000D
72" Mower	<b>\$31,173.00 John Deere 1445</b>	\$33,669.00 Jacobsen 628	\$33,610.00 Toro 3280D
Infield Rake	\$11,885.00 John Deere 1200A	<b>\$13,937.10 Smithco 3WD</b> \$11,305.80 Smithco 2WD	\$15,374.00 Toro 3040 \$9,788.00 Toro 2040Z
Infield Rake Trade In	<b>\$1,500.00</b>	\$250.00	\$500.00

### Commercial 120" Cut Rotary Turf Mower

Used primarily on large open grass areas including baseball/softball and soccer fields. The current 1965 equipment will be salvaged for parts. The \$48,507.20 Jacobson R31/T unit from TurfWerks is recommended for purchase.



### Commercial 72" Cut Rotary Turf Mower



This unit with snow blower attachment is a multipurpose mower used throughout the parks. The 1996 unit being replaced will be transferred to Heartland Public Shooting Park where the older unit is better suited with fewer acres to maintain. The \$31,173.00 John Deere 1445 unit from Van Wall is recommended for purchase.

### 3-Wheel Sports Field/Bunker Infield Rake

Used mainly at Ryder Park to groom the dirt surface of baseball and softball fields. The 1993 unit to be replaced will be traded in for a \$1,500.00 credit. Staff is recommending the \$13,937.10 TurfWerks Smithco 3-WD Infield Rake because the Toro 2040Z has no center scarifier and the Smithco 2-WD and John Deere 1200A units do not have the preferred three wheeled drive.



There are sufficient funds for this purchase in capital account 10044403.

## **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 the purchase of the Jacobson R31/T Mower, the John Deere 1445 Mower, the Smithco 3-WD Infield Rake, and trade-in the 1993 infield rake.

## **Sample Motion**

Move to approve the purchase of the Jacobson R31/T Mower for \$48,507.20 and the Smithco 3-WD Infield Rake for \$13,937.10 from TurfWerks of Johnson, Iowa and the purchase of the John Deere 1445 Mower for \$31,173.00 and the Infield Rake trade-in for a credit of \$1,500.00 from Van Wall Equipment of Omaha, Nebraska. The total purchase price for equipment is \$92,117.30.



Stacy Nonhof, Purchasing Agent

*Working Together for a  
Better Tomorrow, Today*

**BID OPENING**

**BID OPENING DATE:** January 14, 2014 at 2:00 p.m.

**FOR:** (1) Commercial 120" Cut Rotary Turf Mower,  
(1) Commercial 72" Cut Rotary Turf Mower & (1) 3-Wheel Sports  
Field/Bunker Infield Rake

**DEPARTMENT:** Parks & Recreation

**ESTIMATE:** \$111,000.00

**FUND/ACCOUNT:** 10044403-85615

**PUBLICATION DATE:** December 15, 2013

**NO. POTENTIAL BIDDERS:** 6

**SUMMARY**

<b>Bidder:</b>	<u>Van Wall Equipment</u>	<u>TurfWerks</u>	
	Omaha, NE	Johnston, IA	
<b>Exceptions:</b>	None	Noted	
<b>Bid Price:</b>			<u>Tier 4 Final</u>
<b>120" Mower:</b>	\$51,022.00	\$48,507.20	\$52,634.05
<b>Make &amp; Model:</b>	John Deere 1600T	Jacobsen R31/T	
<b>72" Mower:</b>	\$31,173.00	\$33,659.00	33,659.00
<b>Make &amp; Model:</b>	John Deere 1445	Jacobsen Turfcut 628	
<b>Infield Rake:</b>	\$11,885.00	\$13,937.10 3 WD	\$11,305.80 2 WD
<b>Make &amp; Model:</b>	John Deere 1200A	Smithco Super Star	
<b>Trade-in:</b>	<u>\$1,500.00</u>	<u>\$250.00</u>	
<b>Total:</b>	\$94,080.00		

<b>Bidder:</b>	<b><u>Midwest Turf &amp; Irrigation</u></b>	
	<b>Omaha, NE</b>	
<b>Exceptions:</b>	<b>Noted</b>	
<b>Bid Price:</b>		
<b>120” Mower:</b>	<b>\$52,676.00</b>	
<b>Make &amp; Model:</b>	<b>Toro Groundsmaster 4000-D</b>	
<b>72” Mower:</b>	<b>\$33,610.00</b>	
<b>Make &amp; Model</b>	<b>Toro Grounsmaster 3280-D</b>	
<b>Infield Rake:</b>	<b>\$15,374.00</b>	<b>\$9,788.00</b>
<b>Make &amp; Model:</b>	<b>Toro Sand Pro 3040</b>	<b>Toro Sand Pro 2040 Z</b>
<b>Trade-in:</b>	<b><u>\$500.00</u></b>	
<b>Total:</b>	<b>\$97,214.00</b>	

cc:	Todd McCoy, Parks & Rec. Director	Patti Buettner, Parks Secretary
	Mary Lou Brown, City Administrator	Jaye Monter, Finance Director
	Gregg Bostelman, Parks Superintendent	

**P1698**

RESOLUTION 2014-15

WHEREAS, the City of Grand Island invited sealed bids for one (1) Commercial 120" Cut Rotary Turf Mower, one (1) Commercial 72" Cut Rotary Turf Mower and one (1) 3-Wheel Sports Field/Bunker Infield Rake, according to plans and specifications on file with the Parks and Recreation Department, Parks Division; and

WHEREAS, on January 14, 2014, bids were received, opened and reviewed; and

WHEREAS, Turfwerks from Johnston, Iowa submitted a bid for one (1) Commercial 120" Cut Rotary Turf Mower and one (1) 3-Wheel Sports Field/Bunker Infield Rake in accordance with the terms of the advertisement of bids, plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$62,441.30; and

WHEREAS, Van Wall Equipment from Omaha, Nebraska submitted a bid for one (1) Commercial 72" Cut Rotary Turf Mower and Infield Rake Trade-In for a credit of \$1,500.00 in accordance with the terms of the advertisement of bids, plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$29,673.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Turfwerks from Johnston, Iowa, in the amount of \$62,441.30 for one (1) Commercial 120" Cut Rotary Turf Mower and one (1) 3-Wheel Sports Field/Bunker Infield Rake and the bid from Van Wall Equipment from Omaha, Nebraska, in the amount of \$29,673.00 for one (1) Commercial 72" Cut Rotary Turf Mower and \$1,500 credit for Infield Rake Trade-In is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, January 28, 2014.

\_\_\_\_\_  
Jay Vavricek, Mayor

Attest:

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

Approved as to Form	☐ _____
January 24, 2014	☐ City Attorney



# **City of Grand Island**

**Tuesday, January 28, 2014**

**Council Session**

## **Item I-1**

### **#2014-16 - Consideration of Approving Contract for Cemetery Master Plan & Design Services**

**Staff Contact: Todd McCoy**



# **Council Agenda Memo**

**From:** Todd McCoy, Parks and Recreation Director

**Meeting:** January 28, 2014

**Subject:** Approve Consulting Firm to Complete Cemetery Expansion Master Plan

**Item #'s:** I-1

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

## **Background**

The Grand Island Cemetery is a 90 acre tract located in west Grand Island. Records indicate the Cemetery was established in the late 1860's. The Cemetery facilitates approximately 160 interments annually. There is currently less than 1,000 available burial spaces left for sell at the existing location.

In 2000 City Council authorized the acquisition of 22 acres of land just northwest of the existing cemetery. Resolution 2000-307 stated that the property will be used for athletic fields until such time it was needed for cemetery.

During the 2013-14 City budget process, City Council authorized up to \$65,000 to plan for the expanded Cemetery. Funding for the master plan was to be provided by the Cemetery Trust Fund.

On October 20, 2013 the Parks and Recreation Department advertised a Request for Qualifications (RFQ) for consulting firms to provide a master plan for the expansion of the Cemetery.

## **Discussion**

Four firms responded to the Master Plan RFQ.

- Confluence of Des Moines, Iowa
- Landmark Engineering Ltd of Loveland, Colorado
- The Tribute Companies of Hartland, Wisconsin
- G Brown Design of Salt Lake City, Utah

Confluence of Des Moines, Iowa is recommended by the staff selection committee because of their proposed approach and experience with similar master planning projects. Confluence agrees to provide the following service for a contract amount of \$32,300.

- Evaluation of Current Cemetery Property and Operations
- Expansion Property Evaluation and Site Recommendation
- Phased Cemetery Master Plan Including Construction Cost Estimates

### **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 hire Confluence of Des Moines, Iowa to develop a Master Plan for the Expansion of the Grand Island City Cemetery.

### **Sample Motion**

Move to approve hiring Confluence to develop a Master Plan for the Grand Island Cemetery for an amount of \$32,300.



Stacy Nonhof, Purchasing Agent

*Working Together for a  
Better Tomorrow, Today*

**REQUEST FOR QUALIFICATIONS  
FOR  
CEMETERY MASTER PLAN & DESIGN SERVICES**

**RFP DUE DATE:** November 14, 2013 at 4:00 p.m.

**DEPARTMENT:** Parks & Recreation

**PUBLICATION DATE:** October 20, 2013

**NO. POTENTIAL BIDDERS:** 5

**SUMMARY OF PROPOSALS RECEIVED**

**Confluence**  
Des Moines, IA

**The Tribute Companies**  
Hartland, WI

**G. Brown Design**  
Salt Lake City, UT

**Landmark Engineering Ltd.**  
Loveland, CO

cc: Todd McCoy, Parks & Recreation Director  
Mary Lou Brown, City Administrator  
Stacy Nonhof, Purchasing Agent

Patti Buettner, Parks & Rec. Secretary  
Jaye Monter, Finance Director

**P1686**

## AN AGREEMENT FOR THE PROVISION OF LIMITED PROFESSIONAL SERVICES

CLIENT: Grand Island Parks and Rec DATE: January 23, 2014  
CLIENT CONTACT: Todd McCoy PROJECT #: 13127

### PROJECT NAME AND LOCATION:

Cemetery Site Selection and Master Plan – Grand Island, Nebraska

### BASIC SCOPE OF SERVICES:

1. See Attached Scope of Services that was also provided as part of the proposal.

### FEE ARRANGEMENT:

Basic services shall be on an hourly basis, not to exceed the following, described as follows:

1. Task 1 - Project Kickoff – Information Gathering	\$7,800.00
2. Task 2 – Site Selection and Overall Master Planning	\$15,000.00
3. Task 3 – Final Cemetery Master Plan	\$9,500.00
<b>Total</b>	<b>\$32,300.00</b>

### PREPARED BY:

Reimbursable expenses are in addition to the fee.

The attached hourly rate schedule and general conditions are a part of this agreement.

### OFFERED BY:

Confluence

 1.23.14  
Signature Date

Chris Della Vedova, Principal  
Printed Name / Title

### ACCEPTED BY:

City of Grand Island, Nebraska

\_\_\_\_\_  
Signature Date

Todd McCoy, Parks and Recreation Director  
Printed Name / Title



**You receive a team with unique experience in master planning, cemetery and athletic facility design to assist the City of Grand Island in developing a thoughtful and cost effective plan for future growth.**

### PROJECT UNDERSTANDING

The Confluence team is ideally suited to collaborate with the City of Grand Island Parks and Recreation Department to develop a **phased master plan, design specifications and opinions of probable cost for expansion of the Grand Island City Cemetery**. We understand that the City currently owns 22 acres on the west side of Webb Road identified for cemetery expansion but that this land has been developed into sports fields. As a result, the City is seeking a consultant to consider alternative locations for cemetery expansion in addition to master planning and design services.

Our team brings a **unique combination of master planning and design expertise** which has included site selection for a variety of projects types, scales and clients as well as experience in both **cemetery and sports field and athletic facility design**.



Based on our understanding of the project objectives and our recent conversations with Todd McCoy, we have prepared a project approach that ensures relevant issues will be identified and addressed during the master planning process. **We believe that a holistic approach to master planning is essential to the future success of both the cemetery and Park and Recreation Department sports facilities.** The current City-owned sites and any potential future land acquisitions should be considered with both uses in mind and all scenarios tested before a master plan for any one land use is produced. We believe that this, in the long run, will **save money and provide a higher level product to the Grand Island community**.



Our master planning process is organized into three tasks utilizing an approach intended to **maximize value and collaboration** between our design team and members of a City's advisory committee. A meeting with this committee will occur during each of the following identified tasks according to a focused and deliberate design schedule:

The following issues will be addressed in the Comprehensive Plan:

- Task 1: Project Kickoff and Information Gathering
- Task 2: Comprehensive Master Planning and Site Selection
- Task 3: Cemetery Master Plan

### COMPREHENSIVE MASTER PLAN WORK PROGRAM SCHEDULE

#### TASK 1 | PROJECT KICKOFF AND INFORMATION GATHERING

Our team will develop an **interactive planning process** that provides opportunities for stakeholders including sports user groups to become actively engaged in each step of the design process, from taking inventory and evaluating potential sites to identifying future needs and opportunities. "Hands-on" involvement at this level encourages participants to view the project area in a different, more analytical way than they may normally be accustomed. This leads to a more thoughtful and productive dialogue throughout the evolution of the concept design recommendations. To **create a strong working relationship**, our team will organize and facilitate a kick-off meeting to coordinate project initiation and visioning activities.



#### INVENTORY AND ANALYSIS

Our team will utilize appropriate base and existing site information as provided by the Grand Island Parks and Recreation Department to allow us to analyze all sites being considered for the cemetery expansion and possible sports field relocation as well as any other needs for which the City may be planning. The sites to be considered as part of this planning effort include:

- Existing **Grand Island City Cemetery** located on 90 acres east of Webb Road and both north and south of Stolley Park Road
- Existing **Webb Road Athletic Fields** located on 22 acres on the west side of Webb Road planned for cemetery expansion. The site has been developed to provide two regulation soccer fields, two flag football fields and two small baseball fields
- Existing **Veterans Athletic Field Complex** at Highway 281 and Broadwell Avenue which



## PROJECT APPROACH



currently provides softball fields and where lighting has been installed in anticipation of construction of additional ball fields.

- **Additional sites** the City may be considering for cemetery expansion.

Base information to be provided to our team shall include existing site surveying and topographic information for the existing cemetery site and other sites being considered as well as existing revenue models and related income and expense statements for the existing cemetery and Webb Road Athletic Fields to assist our design team in better understanding existing conditions and operating conditions.

Our team will visit the proposed sites and surrounding areas in order to identify and document current site conditions, including exploring current cemetery offerings, physical layout of key features, circulation patterns within the cemetery environs, and operations/maintenance considerations. Our team will also explore the roadway corridors that feed into and surround the existing cemetery environs and proposed sites to better understand existing conditions and circulation patterns, and to identify potential opportunities for improvements. Our team will also conduct a “windshield survey” of other area cemeteries to better understand the range of offerings currently available, as well as to benchmark their relative site presentation, amenities, and aesthetic character components.

### KICKOFF MEETING

The design team will conduct a project kick-off meeting with City Staff. At this meeting we will establish communication paths, review the initial work plan and deliverables, identify critical milestones, schedule key meetings and identify other initial needs. We will also review current cemetery operations, policies and procedures as well as review future goals and trends.

### TASK 1 DELIVERABLES:

- Site information formatted for design phase use
- One (1) meeting with the City's advisory committee
- City staff meetings (1-2 anticipated)

### TASK 2 | COMPREHENSIVE MASTER PLANNING AND SITE SELECTION

#### DESIGN CHARETTE

An interactive design charette will be held with the City's advisory committee members. During this 2-day workshop, a series of collaborative activities will be developed and facilitated to **actively engage stakeholders in the design process**. Activities anticipated during this initial meeting include sharing information regarding the project schedule and opportunities for input and collaboration; sharing a brief synopsis of the design team's inventory and analysis; a goal setting exercise to guide cemetery expansion and sports field relocation/expansion planning efforts; identification of site issues, opportunities and constraints, and potential design influences; and confirmation of varied activities, programs, organizational partnerships and seasonal events that take place in the cemetery. During this meeting, our team will also collaborate with the advisory committee to begin generating initial design ideas for improving, optimizing and expanding the cemetery and sports fields.

The local members of our design team will follow up with additional site visits as needed to document and consider additional information obtained during the kick-off meeting. This comprehensive data list will be developed and utilized throughout the project as a benchmarking resource for the design process. Existing site information will be incorporated into a graphic illustration and formatted for use by the design team.

### COMPREHENSIVE MASTER PLANNING

Following the design charette, the design team will synthesize the information generated during the work sessions into an overall concept master plan which **explores ways to accommodate both cemetery expansion and the desired sports facilities**. The design team will use its knowledge of construction methods and materials to prepare budget level estimates for the recommended master plan improvements including infrastructure costs. We will also work with City staff to determine any associated land acquisition costs. This information will be presented to City staff and the advisory committee for input.

Based on these plans, costs and the feedback received from stakeholders, the design team will recommend a preferred site for cemetery expansion and, if deemed appropriate, sports field relocation.







## TASK 2 DELIVERABLES:

- Two (2) to three (3) schematic master plan alternatives
- One (1) interactive workshop with the City's advisory committee
- City staff meetings (2-3 anticipated)

## TASK 3 | CEMETERY MASTER PLAN

Utilizing design input and the approved direction received from the previous review meeting, our team will prepare a final concept master plan for the cemetery improvements that incorporates refined design concepts. We also anticipate providing a Master Plan Graphic for the sports facility if necessary. These master plans will include a color rendered layout plan map with notations designating the proposed improvements, a series of color sketch design details illustrating the range of proposed improvements included in the expansion, a detailed opinion of probable construction costs, a revenue model reflecting the proposed improvements and offerings within the expanded cemetery, and a project information sheet (double-sided 11" x 17" format consisting of graphics and text) that incorporates a brief summary of the plan recommendations and design process.

## MASTER PLAN REVIEW AND REFINEMENT

The draft plan and supporting project information will be prepared and presented to the City and the advisory committee in a review meeting. Minor refinements and edits to the information contained in the draft plan will be made to reflect input received. This final concept plan will be communicated through a power point presentation, a layout plan map (24" x 36" color), and a project information sheet (double-sided 11" x 17" format including a reduced version of the color map, summary text, and supporting graphics). Both of these will also be provided in digital format on CD as appropriate.



## TASK 3 DELIVERABLES:

- Cemetery Concept Plan Booklet (8.5" x 11" format and in CD format) – estimated 10-15 pages in length
- Cemetery Graphic Plan Map (24" x 36" color-rendered)
- Sports Facility Graphic Plan Map (24" x 36" color-rendered)
- Opinion of Probable Construction Costs for both cemetery and sports facility
- One (1) meeting with the City's advisory committee
- City staff meetings (2-3 anticipated)

## ANTICIPATED FEES AND SCHEDULE

Project Milestone	Anticipated Schedule	Anticipated Fee
<b>Task 1: Project Kick Off and Information Gathering</b>	4 weeks	\$7,800
<b>Task 2: Comprehensive Master Planning and Site Selection</b>	6-8 weeks	\$15,000
<b>Task 3: Cemetery Master Plan</b>	6-8 weeks	\$9,500
<b>TOTAL FEE</b>	<b>16-24 weeks</b>	<b>\$32,300</b>

Note: The duration of activities for each phase and task is provided as a basic framework associated with our anticipated approach to the project. Upon selection for this project, our team will work diligently to refine the scope of work, deliverables, and schedule as needed to align with the anticipated outcomes and goals of the Parks and Recreation Department.

## FUTURE FINAL DESIGN AND CONSTRUCTION DOCUMENT SERVICES

The RFP anticipates the development of a phased master plan for the identified scope of services associated with this project. Upon approval of the master plan phase services, additional work will be necessary to prepare final design, engineering, and construction documents for the identified improvements resulting from the plan recommendations. The costs for these services will be estimated and included in the opinion of probable construction costs as part of the concept plan to ensure appropriate budgets and contingencies are built into the revenue model and plan for implementation.



EXHIBIT 'A'

CONFLUENCE

STANDARD HOURLY RATES

Senior Principal .....	\$150.00 - \$175.00 per hour
Principal .....	\$135.00 - \$150.00 per hour
Associate .....	\$120.00 - \$135.00 per hour
Senior Project Manager .....	\$100.00 - \$115.00 per hour
Project Manager .....	\$90.00 - \$95.00 per hour
Project Landscape Architect II .....	\$80.00 - \$85.00 per hour
Project Landscape Architect I .....	\$70.00 - \$75.00 per hour
Project Planner II .....	\$80.00 - \$85.00 per hour
Project Planner I .....	\$70.00 - \$75.00 per hour
Landscape Architect Intern II .....	\$65.00 - \$69.00 per hour
Landscape Architect Intern I .....	\$60.00 - \$64.00 per hour
Draftsperson .....	\$50.00 - \$55.00 per hour
Clerical Staff .....	\$42.00 - \$45.00 per hour

REIMBURSABLE EXPENSES

Filing Fees .....	1.15 x cost
Long Distance Telephone Calls .....	1.15 x cost
Materials and Supplies .....	1.15 x cost
Meals and Lodging .....	1.15 x cost
Mileage .....	\$.56 per mile
Postage .....	1.15 x cost
Printing by Vendor .....	1.15 x cost
B/W Photocopies/Prints 8½ x 11 .....	\$.05 each
B/W Photocopies/Prints 11x17 .....	\$.09 each
Color Photocopies/Prints 8½ x 11 .....	\$.65 each
Color Photocopies/Prints 11x17 .....	\$1.50 each
Large Format Plotting – Bond .....	\$2.50/SF
Large Format Plotting - Mylar .....	\$4.50/SF
Large Format Plotting - Photo .....	\$5.00/SF
Compact Discs .....	\$2.50 each
Booklet Binding (cover, coil, back) .....	\$4.50 each
Foam Core .....	\$8.00 each
Easel Pads .....	\$32.75 each
Electronic Files .....	\$50.00 Each

*Effective 3/1/2013*



R E S O L U T I O N   2014-16

WHEREAS, the City of Grand Island is in the process of expanding the Grand Island City Cemetery; and

WHEREAS, such project will require a consulting firm to complete a Cemetery Expansion Master Plan; and

WHEREAS, the City of Grand Island issued a Request for Qualifications (RFQ) for consulting services for such project; and

WHEREAS, four proposals were received and the proposal from Confluence was selected; and

WHEREAS Confluence of Des Moines, Iowa, submitted a proposal for such services in accordance with the Request for Qualifications; and

WHEREAS, a contract amount of \$32,300.00 has been negotiated.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Consultant Agreement with Confluence of Des Moines, Iowa to complete a Cemetery Expansion Master Plan of the Webb Road Athletic Field Complex is hereby approved at a cost of \$32,300.00.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, January 28, 2014.

\_\_\_\_\_  
Jay Vavricek, Mayor

Attest:

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

Approved as to Form	☐ _____
January 24, 2014	☐ City Attorney



# City of Grand Island

Tuesday, January 28, 2014

Council Session

## Item J-1

### **Approving Payment of Claims for the Period of January 15, 2014 through January 28, 2014**

*The Claims for the period of January 15, 2014 through January 28, 2013 for a total amount of \$5,427,632.19. A MOTION is in order.*

Staff Contact: Jaye Monter, Finance Director