
City of Grand Island



Tuesday, May 27, 2014
Council Session Packet

City Council:

Linna Dee Donaldson
John Gericke
Peg Gilbert
Chuck Haase
Julie Hehnke
Kent Mann
Vaughn Minton
Mitchell Nickerson
Mike Paulick
Mark Stelk

Mayor:

Jay Vavricek

City Administrator:

Mary Lou Brown

City Clerk:

RaNae Edwards

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

Call to Order

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

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

Invocation - Pastor Francois Erasmus, Seventh Day Adventist, 636 South Shady Bend Road

Pledge of Allegiance

Roll Call

A - SUBMITTAL OF REQUESTS FOR FUTURE ITEMS

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

B - RESERVE TIME TO SPEAK ON AGENDA ITEMS

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



City of Grand Island

Tuesday, May 27, 2014

Council Session

Item C-1

Overland Trails Council, Boy Scouts of America Presentation of the North Star Award to Officer Butch Hurst

The Overland Trails Council, Boy Scouts of America will present the North Star Award to Officer Butch Hurst, one of Grand Island's finest Police Officers.

Officer Butch Hurst has been approved for the North Star Award by the National Court of Honor, Boy Scouts of America. This award is for Officer Hurst as a Police Officer of the City of Grand Island and for his dedication to the area and community's youth. Over the past decade, Officer Hurst has made numerous presentations about DARE to Cub Scout Packs & Boy Scout Troops. He has lead Bicycle Rodeos and Bicycle Registrations at district and council events and has lead tours through the Grand Island Safety Center. He has worked as a counselor for the annual Academic & Sport Weekend held at Walnut Middle School for the past 10 years. Officer Hurst has also taught the Crime Prevention & Traffic Safety Merit Badges at the Scout Office and for the Merit Badge University, held annually at the Stuhr Museum. Congratulations Officer Hurst on a job well done.

Staff Contact: Mayor Jay Vavricek



City of Grand Island

Tuesday, May 27, 2014

Council Session

Item C-2

Proclamation “Pandemic 2014 – Zombies in the Heartland” May 29 – June 1, 2014

Coming to the Grand Island Heartland Public Shooting Park the weekend of May 29 thru June 1, 2014 will be the third Pandemic 2014 Zombies in the Heartland event. This event is an action packed 3-gun shooting event where individuals from all over the United States will use handguns, shotguns, and rifles to engage in zombie themed targets. The Mayor has proclaimed May 29 - June 1, 2014 as "Pandemic 2014 Zombie Week". See attached PROCLAMATION.

Staff Contact: Mayor Jay Vavricek

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

PROCLAMATION

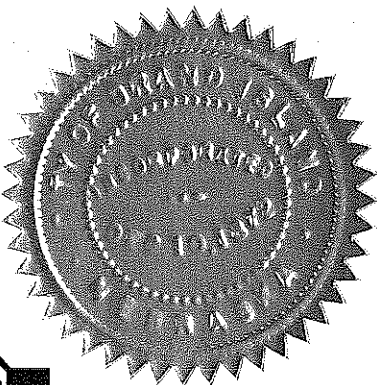
- WHEREAS, the City of Grand Island Heartland Public Shooting Park will be home to Pandemic 2014 Zombies in the Heartland event the weekend of May 29 thru June 1, 2014; and
- WHEREAS, the event is made possible through the partnership of the Heartland Public Shooting Park and match sponsor Hornady Manufacturing; and
- WHEREAS, Pandemic 2014 is an action packed 3-gun shooting event where individuals will use handguns, shotguns, and rifles to engage zombie themed targets; while vying for the top spot utilizing speed and safety on every course of fire. Participants from all over the nation will be in attendance for the largest prize table in Nebraska Shooting Sports history; and
- WHEREAS, the participation of the people of the City of Grand Island will be a celebration of all things fun and fictional this summer. With our encouragement and help to strengthen and build upon the freedoms we embrace within our community.

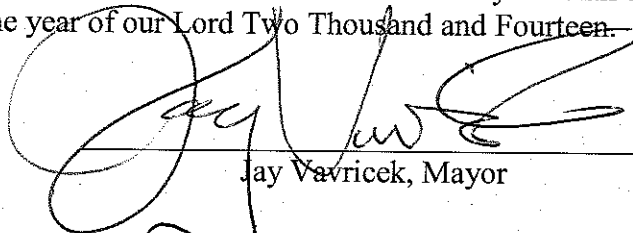
NOW, THEREFORE, I, Jay Vavricek, Mayor of the City of Grand Island, Nebraska, do hereby proclaim the week of May 29 – June 1, 2014 as

***“PANDEMIC 2014 - ZOMBIES IN
THE HEARTLAND”***

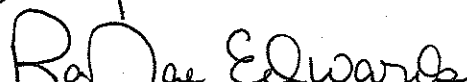
in the City of Grand Island, and encourage all citizens to support this event.

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-seventh day of May in the year of our Lord Two Thousand and Fourteen.




Jay Vavricek, Mayor

Attest:


RaNae Edwards, City Clerk



City of Grand Island

Tuesday, May 27, 2014

Council Session

Item E-1

**Public Hearing on Request from Hooker Bros. Sand & Gravel, Inc.
for a Conditional Use Permit for a Sand and Gravel Operation
located at 3860 South Locust Street**

Staff Contact: Craig Lewis

Council Agenda Memo

From : Craig A. Lewis, Building Department Director

Meeting: May 27, 2014

Subject: Public Hearing on Request of Hooker Bros. Sand & Gravel Inc. for a Conditional Use Permit at 3860 S. Locust

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

Presenter: Craig Lewis, Building Department Director

Background:

This request is for council approval to allow for the continued operation of maintenance equipment, storage and stock piling of product and aggregate accessory to the operation of a sand and gravel facility at 3947 S. Locust Street. The current site at 3860 S. Locust was approved by the City council for a sand and gravel mining operation in May of 1994 and 2004, each for a ten year period. Mining and pumping of the sand and gravel pit has ceased but the operation of storage of product and equipment and a maintenance facility has remained. Finish grading and closing of the site has begun. A conditional use permit is required as the current zoning classification, TA or transitional agriculture does not allow for this type of use as a permitted principal use. The zoning classification does list as a conditional use, commercial mines, quarries, sand and gravel pits and accessory uses. Conditional uses as listed in the zoning code must be approved by the City Council.

Discussion:

City administration has developed the following restrictions, or conditions which appear appropriate to impose upon sand and gravel operations. These conditions appear appropriate to continue to regulate the use of this property.

1). USE: The proposed uses are limited to those listed in the application, accessory uses to the sand and gravel permit approved for 3947 S. Locust street, sand and gravel processing, storage, stocking piling, distribution, and sales, both wholesale and retail. Retail sale may also include the sale of black dirt, river rock, and similar landscaping materials. The storage, recycling, or processing of other aggregate materials, such as asphalt or concrete is not allowable unless specifically listed, nor are the operation of concrete or asphalt batch plants. Equipment storage and maintenance for the sand and gravel operation.

2). CLOSURE: Closure of the mining operation has begun with leveling of the stock piles and distribution of top soil around the lake.

- 3). PRIMARY CONDITIONS:** (a). The permit shall be granted for a period not to exceed 10 years with the possibility of renewal for an additional time at the end of the 10 year period.
- (b). Pumping of product shall not be allowed. The finished width of developable property adjacent to the public right of way shall be 300 feet at the time of termination of the operation. A setback of 100 feet from any adjacent property line shall be maintained from the lake edge.
- (c). Activities (including lighting) at the site shall be limited to daylight hours (15) minutes before sunrise and (15) minutes after sunset Mondays through Saturdays. No processing activities shall be permitted on Sundays or from fifteen minutes after sunset to fifteen minutes before sunrise. Two exceptions to this condition shall be in the months of March, April, October, and November activities may operate from 6:00a.m. to 10:00p.m. to allow for winter condition. The second exception shall be that trucking of the product shall be allowed on Sundays from 7:00 a.m. to 12:00 noon to allow for contracted sales.
- (d). Any internal combustion pump motors utilized shall be equipped with a functioning "hospital grade muffler" designed to reduce exhaust noise by 32 to 40 decibels.
- (e). Materials and equipment shall not be stored on the property within any easements or the regulated floodway as determined by the Federal Emergency Management Agency or its successor and the entity with jurisdiction and authority to enforce floodplain regulations. No product, material or equipment shall be stored within any easement or in such a manner that it would violate any safety provisions of the National Electric Safety Code.
- (f). All dead trees, rubbish, and debris, if any must be cleared from the real estate as soon as practical and such real estate must, at all times, be kept in a clean and neat condition.
- (g). No trash, rubbish, debris, dead trees, lumber, bricks, refuse or junk material of any nature whatsoever shall be dumped, placed or located upon such real estate.
- (h). Applicant shall not use the real estate in any way so as to create or result in an unreasonable hazard or nuisance to adjacent land owners or to the general public.
- (i). Applicant shall maintain any and all drainage ditches that may be located upon the real property.
- (j). Applicant shall not permit the hauling of sand and gravel from the premises and over and across any public highway or road unless said sand and gravel is complete dry and free from water or is hauled in trucks which are designed and equipped so as to prevent water from leaking onto the traveled portion of the roadbed.
- (k). All water accumulated upon the premises by virtue of any pumping operations shall be retained upon the premises and shall not flow upon or encroach upon any adjacent land. Only surface waters that have historically flowed from the premises shall be permitted to leave the same through historical natural drainage ways.
- (l). Applicant shall continue accessory operations. If at any time during the life of the permit issued the operations shall cease for a period of a continuous 18 months the permit shall become null and void and subject to reapplication and rehearing. Additionally if at anytime during the life of the permit issued the operation shall cease for a period of a continuous 18 months the permit shall become void and a renewal shall be obtained before becoming once again operational.

ALTERNATIVES:

It appears the Council has the following alternatives concerning the issue.

1. Approve the request with the proposed conditions, finding that the proposed application is and will continue to be in conformance with the purpose of the zoning regulations.
2. Deny the request, finding that the proposed application does not conform to the purpose of the zoning regulations.
3. Approve the request with additional or revised conditions and findings of fact.
4. Refer the matter to a special committee for a determination of a finding of fact.

RECOMMENDATION:

Approve the request if all conditions are met as presented by City Administration and if the City Council finds that the proposed use and application promotes the health, safety, and general welfare of the community, protects property against blight and depreciation, and is generally harmonious with the surrounding neighborhood.

SAMPLE MOTION:

Move to approve the conditional use with the condition identified by the City Administration, published in the Council packet and presented at the Council meeting and finding that the application conforms with the purpose of the zoning regulations.

Conditional Use Permit Application

pc: Building, Legal, Utilities
Planning, Public Works

1. The specific use/construction requested is: Sand + Gravel Operation
2. The owner(s) of the described property is/are: Hooker Bros. Sand + Gravel Inc
3. The legal description of the property is: Wash. Twp PT NE 1/4 SE 1/4 33-11-9 19.85 AC.
Wash Twp PT NW 1/4 SE 1/4 33-11-9 32.87 AC.
4. The address of the property is: 3860 S. Locust
5. The zoning classification of the property is: Transitional Ag.
6. Existing improvements on the property is: _____
7. The duration of the proposed use is: 10 Years
8. Plans for construction of permanent facility is: _____
9. The character of the immediate neighborhood is: Rural Farmland
10. There is hereby **attached** a list of the names and addresses of all property owners within 200' of the property upon which the Conditional Use Permit is requested.
11. Explanation of request: Extend existing permit

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

5/11/14

Date

Jeff Hooker

Owners(s)

308-384-2106

Phone Number

P.O. Box 5134

Address

3935 So. Locust

Grand Island

City

NE

State

68802

Zip

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



City of Grand Island

Tuesday, May 27, 2014

Council Session

Item E-2

**Public Hearing on Acquisition of Utility Easement - 2705 W. Hwy.
30 - BTW Properties, Inc.**

Staff Contact: Tim Luchsinger, Utilities Director

Council Agenda Memo

From: Tim Luchsinger, Utilities Director

Meeting: May 27, 2014

Subject: Acquisition of Utility Easement – 2705 U.S. Highway 30
– BTW Properties, Inc.

Item #'s: E-2 & G-7

Presenter(s): Timothy Luchsinger, Utilities Director

Background

Nebraska State Law requires that acquisition of property must be approved by City Council. The Utilities Department needs to acquire an easement relative to the property of BTW Properties, Inc., located in the southwest corner of property located at 2705 U.S. Highway 30, in the City of Grand Island, Hall County, in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers.

Discussion

The owner of the property is constructing a new building at this location. The easement will be used to place underground conduit, cable, and a pad-mounted transformer to supply electric power to the new building.

Alternatives

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

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

Recommendation

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

Sample Motion

Move to approve acquisition of the Utility Easement.

U.S. HWY 30

FRONTAGE ROAD

COMMERCIAL

INDUSTRIAL PARK

FOURTH

INDUSTRIAL LANE

BONSALL

LOT 1

LOT 2

LOT 3

LOT 4

EXISTING 16' EASEMENT

EXISTING 20' EASEMENT

WESTERLY LINE- LOT 1, COMMERCIAL INDUSTRIAL PARK 4TH SUB.

SOUTHERLY LINE- LOT 1, COMMERCIAL INDUSTRIAL PARK 4TH SUB.

SUB.

SUB.

LEGEND



INDICATES 20' WIDE
UTILITY EASEMENT



CITY OF GRAND ISLAND	
UTILITIES DEPARTMENT	
EXHIBIT "A"	
DRN BY: K.J.M.	SCALE: 1" = 60'
DATE: 5/7/2014	FILE: C.I.P. 4TH



City of Grand Island

Tuesday, May 27, 2014

Council Session

Item E-3

**Public Hearing on Redevelopment Plan for Property Located at
217 N. Locust Street, the former Masonic Temple Building**

Staff Contact: Chad Nabity

Council Agenda Memo

From: Chad Nabity, AICP

Meeting: May 27, 2014

Subject: Amendment to Redevelopment Plan for CRA Area #1

Item #'s: E-3 & I-3

Presenter(s): Chad Nabity, AICP CRA Director

Background

In 2000, the Grand Island City Council declared property referred to as CRA Area #1 as blighted and substandard and approved a generalized redevelopment plan for the property. The generalized redevelopment plan authorized the use of Tax Increment Financing (TIF) for the acquisition of property, redevelopment of property, site preparation including demolition, landscaping and parking. TIF can also be used for improvements to and expansion of existing infrastructure including but not limited to: streets, water, sewer, drainage.

Anson Investment and Development, the owner of Tower 217 (Masonic Temple Building) has submitted a proposed amendment to the redevelopment plan that would provide for renovation and redevelopment of this property for mixed use commercial, office and residential space at 217 N. Locust Street in Grand Island, Nebraska.

The CRA reviewed the proposed development plan on April 16, 2014 and forwarded it to the Hall County Regional Planning Commission for recommendation at their meeting on May 7, 2014. The CRA also sent notification to the City Clerk of their intent to enter into a redevelopment contract for this project pending Council approval of the plan amendment.

The Hall County Regional Planning Commission held a public hearing on the plan amendment at a meeting on May 7, 2014. The Planning Commission approved Resolution 2014-06 in support of the proposed amendment, declaring the proposed amendment to be consistent with the Comprehensive Development Plan for the City of Grand Island.

Discussion

Tonight, Council will hold a public hearing to take testimony on the proposed plan amendment (including the cost benefit analysis that was performed regarding this proposed project) and to enter into the record a copy of the plan amendment, the draft TIF contract under consideration by the CRA.

Council is being asked to approve a resolution approving the cost benefit analysis as presented in the redevelopment plan along with the amended redevelopment plan for CRA Area #1 and authorizes the CRA to execute a contract for TIF based on the plan amendment. The redevelopment plan amendment specifies that the TIF will be used to offset allowed costs for renovation and rehabilitation of this property into commercial and residential units. The cost benefit analysis included in the plan finds that this project meets the statutory requirements for as eligible TIF project and that it will not negatively impact existing services within the community or shift additional costs onto the current residents of Grand Island and the impacted school districts. There is \$1,187,826 of identified expenses eligible for Tax increment financing associated with the proposed redevelopment plan amendment. The bond for this project will be issued for a period of 15 years and will end upon final payment of the bond principal and any associated interest. The proposed bond for this project will be issued for the expected TIF proceeds for the 15 year period of \$236,000

Alternatives

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

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

Recommendation

The CRA and Hall County Regional Planning Commission recommend that the Council approve the Resolution necessary for the adoption and implementation of this plan.

Sample Motion

Move to approve the resolution as submitted.

**Redevelopment Plan Amendment
Grand Island CRA Area #1
April 2014**

The Community Redevelopment Authority (CRA) of the City of Grand Island intends to amend the Redevelopment Plan for Area #1 with in the city, pursuant to the Nebraska Community Development Law (the “Act”) and provide for the financing of a specific infrastructure related project in Area #1.

Executive Summary:

Project Description

THE REDEVELOPMENT OF TOWER 217 FORMALLY KNOWN AS THE MASONIC TEMPLE BUILDING INTO A SEVEN STORY MIXED USE BUILDING COMBINING COMMERCIAL AND RESIDENTIAL SPACE IN DOWNTOWN GRAND ISLAND AT 217 N LOCUST STREET IN GRAND ISLAND, NEBRASKA INCLUDING FIRE/LIFE SAFETY IMPROVEMENTS AND BUILDING REHABILITATION.

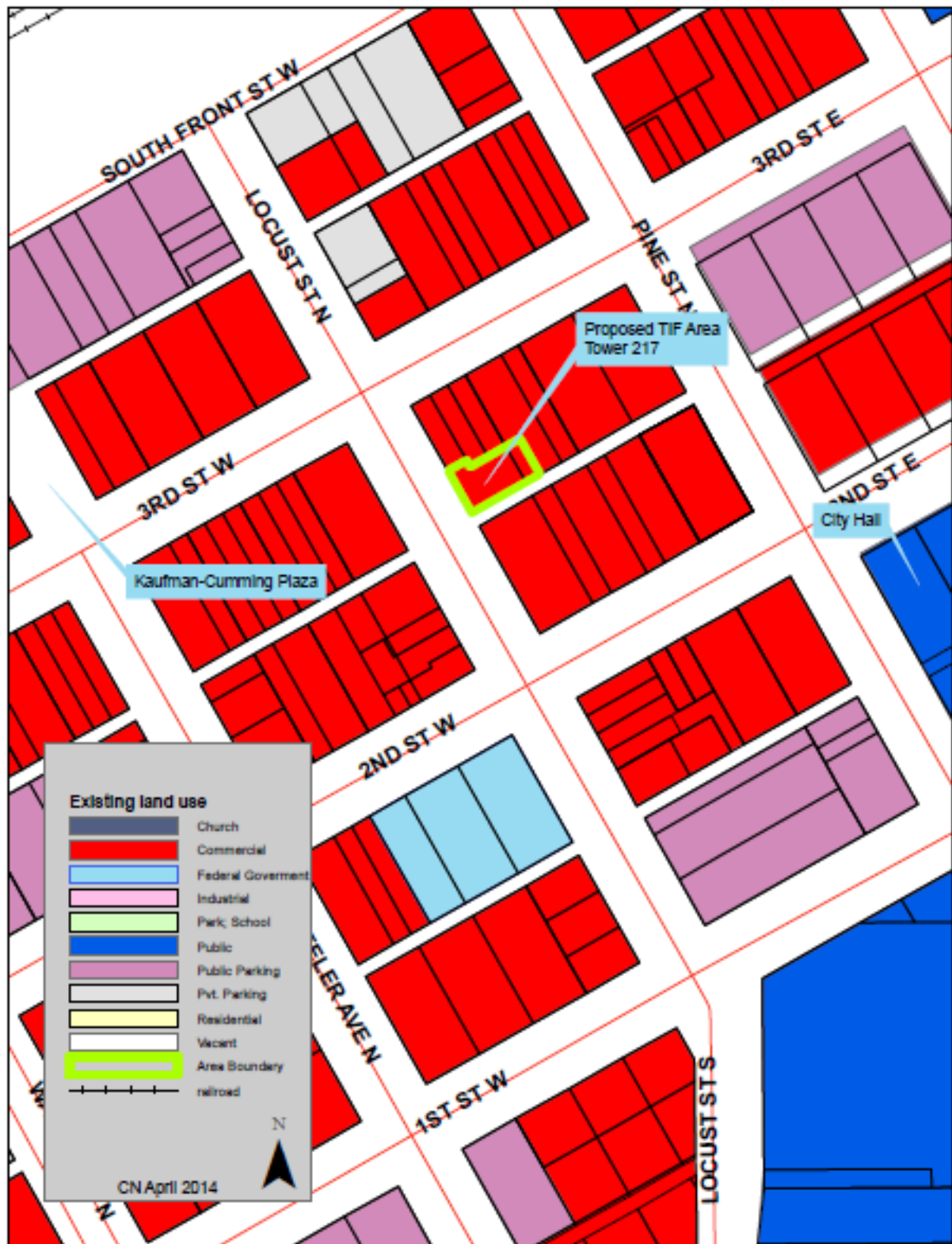
The use of Tax Increment Financing to aid in rehabilitation expenses associated with redevelopment of the Masonic Temple Building into Tower 217. The use of Tax Increment Finance is an integral part of the development plan and necessary to make this project cash flow. The project will result in renovated commercial space and additional market rate residential space in Downtown Grand Island. This project would not be possible without the use of TIF.

Anson Investment and Development is the owner of the property and has been exploring options for the redevelopment of this property since April of 2012. The building is currently vacant. All activities related to the renovation of this building will be paid for by Anson Investment and Development. They will be seeking grants and other funding but will be responsible for all the costs associated with the project. The developer is responsible for and has provided evidence that they can secure adequate debt financing to cover the costs associated with the acquisition, site work and remodeling. The Grand Island Community Redevelopment Authority (CRA) intends to pledge the ad valorem taxes generated over the 15 year period beginning January 1, 2016 or 17 towards the allowable costs and associated financing for the acquisition and site work.

TAX INCREMENT FINANCING TO PAY FOR THE REHABILITATION OF THE PROPERTY WILL COME FROM THE FOLLOWING REAL PROPERTY:
Property Description (the “Redevelopment Project Area”)

217 N. Locust Street in Grand Island Nebraska Masonic Temple Building “Tower 217”

Legal Descriptions: The west 17 1/2' of the south 44' Lot 3 and the north 8' of the south 52' of the west 22' and the south 44' of Lot 4 Block 66 of Original Town in Grand Island, Hall County, Nebraska.



Existing Land Use and Subject Property

The tax increment will be captured for the tax years the payments for which become delinquent in years 2017 through 2031 inclusive.

The real property ad valorem taxes on the current valuation will continue to be paid to the normal taxing entities. The increase will come from rehabilitation of this vacant historic building for mixed commercial and residential uses as permitted in the B3 Heavy Business Zoning District and as encouraged by numerous downtown development plans and studies.

Statutory Pledge of Taxes.

Pursuant to Section 18-2147 of the Act, any ad valorem tax levied upon real property in the Redevelopment Project Area shall be divided, for the period not to exceed 15 years after the effective date of the provision, which effective date shall be January 1, 2016.

a. That portion of the ad valorem tax which is produced by levy at the rate fixed each year by or for each public body upon the redevelopment project valuation shall be paid into the funds, of each such public body in the same proportion as all other taxes collected by or for the bodies; and

b. That portion of the ad valorem tax on real property in the redevelopment project in excess of such amount, if any, shall be allocated to and, when collected, paid into a special fund of the Authority to pay the principal of; the interest on, and any premiums due in connection with the bonds, loans, notes, or advances on money to, or indebtedness incurred by, whether funded, refunded, assumed, or otherwise, such Authority for financing or refinancing, in whole or in part, a redevelopment project. When such bonds, loans, notes, advances of money, or indebtedness including interest and premium due have been paid, the Authority shall so notify the County Assessor and County Treasurer and all ad valorem taxes upon real property in such redevelopment project shall be paid into the funds of the respective public bodies.

Pursuant to Section 18-2150 of the Act, the ad valorem tax so divided is hereby pledged to the repayment of loans or advances of money, or the incurring of any indebtedness, whether funded, refunded, assumed, or otherwise, by the CRA to finance or refinance, in whole or in part, the redevelopment project, including the payment of the principal of, premium, if any, and interest on such bonds, loans, notes, advances, or indebtedness.

Redevelopment Plan Amendment Complies with the Act:

The Community Development Law requires that a Redevelopment Plan and Project consider and comply with a number of requirements. This Plan Amendment meets the statutory qualifications as set forth below.

1. The Redevelopment Project Area has been declared blighted and substandard by action of the Grand Island City Council on December 19, 2000.[§18-2109] Such declaration was made after a public hearing with full compliance with the public notice requirements of §18-2115 of the Act.

2. Conformation to the General Plan for the Municipality as a whole. [§18-2103 (13) (a) and §18-2110]

Grand Island adopted a Comprehensive Plan on July 13, 2004. This redevelopment plan amendment and project are consistent with the Comprehensive Plan, in that no changes in the Comprehensive Plan elements are intended. This plan merely provides funding for the developer to rehabilitate the building for permitted uses on this property as defined by the current and effective zoning regulations.

3. The Redevelopment Plan must be sufficiently complete to address the following items: [§18-2103(13) (b)]

a. Land Acquisition:

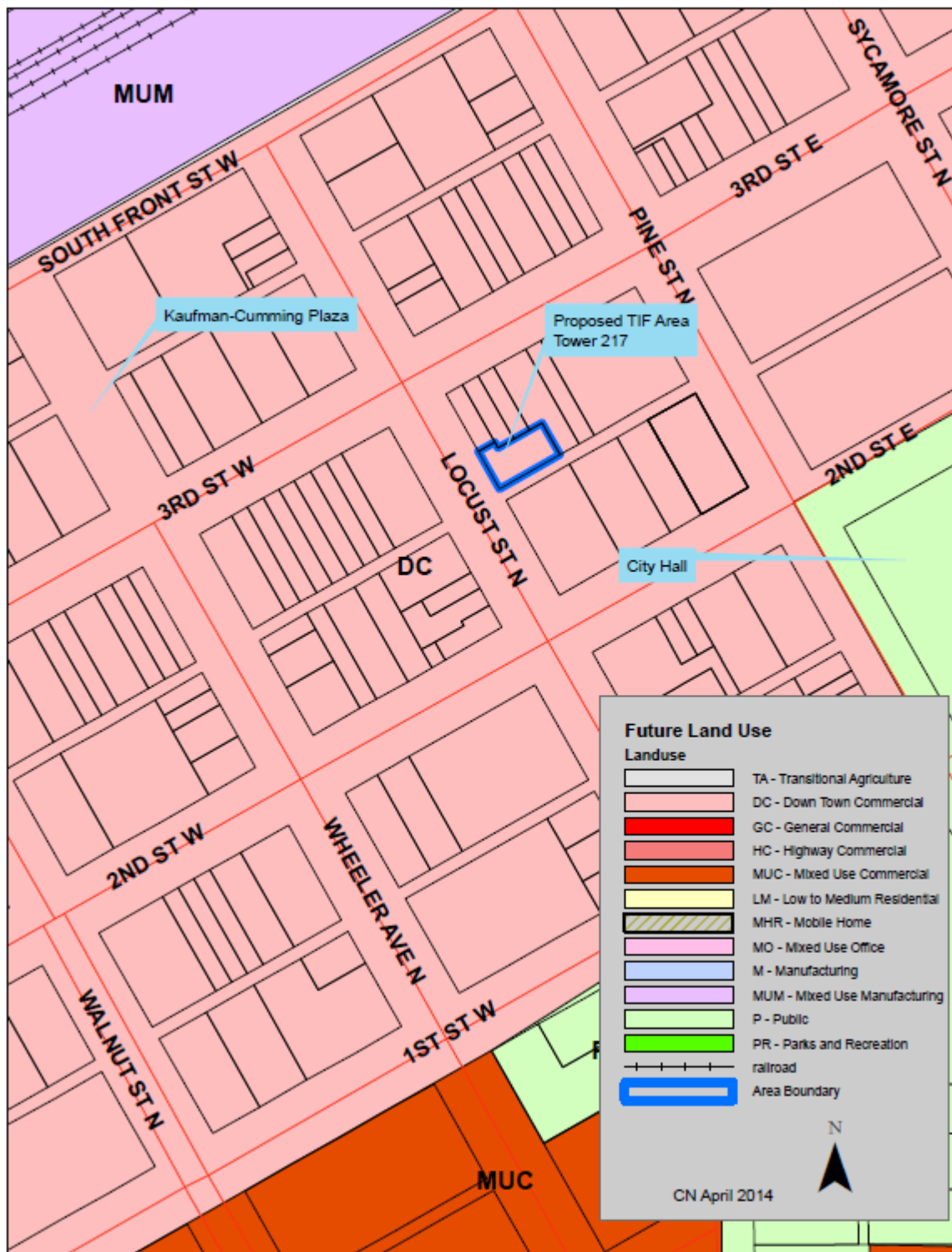
The Redevelopment Plan for Area #1 provides for real property acquisition and this plan amendment does not prohibit such acquisition. There is no proposed acquisition by the authority.

b. Demolition and Removal of Structures:

The project to be implemented with this plan does not provide for the demolition and removal any structures on this property.

c. Future Land Use Plan

See the attached map from the 2004 Grand Island Comprehensive Plan. All of the area around the site in private ownership is planned for Downtown Commercial development; this includes housing and commercial uses within the same structure. This property is in private ownership. [§18-2103(b) and §18-2111] The attached map also is an accurate site plan of the area after redevelopment. [§18-2111(5)]



City of Grand Island Future Land Use Map

d. Changes to zoning, street layouts and grades or building codes or ordinances or other Planning changes.

The area is zoned B3-Heavy Business zone. No zoning changes are anticipated with this project. No changes are anticipated in street layouts or grades. No changes are anticipated in building codes or ordinances. Nor are any other planning changes contemplated. [§18-2103(b) and §18-2111]

e. Site Coverage and Intensity of Use

The developer is rehabilitating the existing building in phases beginning with the basement, first and second floors. Life safety improvements including a second stairway to the top of the building will be included in the first phase. Fire sprinklers added to the building as each phase is completed. Upper floors will be unused until such time as all safety and building code requirements are met to allow occupancy of each floor. The developer is not proposing to increase the size of the building and current building meets the applicable regulations regarding site coverage and intensity of use. [§18-2103(b) and §18-2111]

f. Additional Public Facilities or Utilities

Sewer and water are available to support this development. No new services are anticipated with this development.

Electric utilities are sufficient for the proposed use of this building.

No other utilities would be impacted by the development.

The developer will be responsible for replacing any sidewalks damaged during construction of the project.

No other utilities would be impacted by the development. [§18-2103(b) and §18-2111]

4. The Act requires a Redevelopment Plan provide for relocation of individuals and families displaced as a result of plan implementation. This property, owned by the developer is currently vacant; no relocation is contemplated or necessary. [§18-2103.02]

5. No member of the Authority, nor any employee thereof holds any interest in any property in this Redevelopment Project Area. [§18-2106]

6. Section 18-2114 of the Act requires that the Authority consider:

a. Method and cost of acquisition and preparation for redevelopment and estimated proceeds from disposal to redevelopers.

The developer owns this property and acquisition is not part of the request for tax increment financing. The estimated cost of rehabilitation of this property is \$1,132,686. Planning related expenses for Architectural and Engineering services of \$48,540 and are included as a TIF eligible expense. Legal, Developer and Audit Fees including a reimbursement to the City and the CRA of \$6,600 are included as TIF eligible expense. The total of eligible expenses for this project is \$1,187,826.

No property will be transferred to redevelopers by the Authority. The developer will provide and secure all necessary financing.

b. Statement of proposed method of financing the redevelopment project.

The developer will provide all necessary financing for the project. The Authority will assist the project by granting the sum of \$236,000 from the proceeds of the TIF Indebtedness issued by the Authority. This indebtedness will be repaid from the Tax Increment Revenues generated from the project. TIF revenues shall be made available to repay the original debt and associated interest after January 1, 2016 through December 2030.

c. Statement of feasible method of relocating displaced families.

No families will be displaced as a result of this plan.

7. Section 18-2113 of the Act requires:

Prior to recommending a redevelopment plan to the governing body for approval, an authority shall consider whether the proposed land uses and building requirements in the redevelopment project area are designed with the general purpose of accomplishing, in conformance with the general plan, a coordinated, adjusted, and harmonious development of the city and its environs which will, in accordance with present and future needs, promote health, safety, morals, order, convenience, prosperity, and the general welfare, as well as efficiency and economy in the process of development, including, among other things, adequate provision for traffic, vehicular parking, the promotion of safety from fire, panic, and other dangers, adequate provision for light and air, the promotion of the healthful and convenient distribution of population, the provision of adequate transportation, water, sewerage, and other public utilities, schools, parks, recreational and community facilities, and other public requirements, the promotion of sound design and arrangement, the wise and efficient expenditure of public funds, and the prevention of the recurrence of insanitary or unsafe dwelling accommodations or conditions of blight.

The Authority has considered these elements in proposing this Plan Amendment. This amendment, in and of itself will promote consistency with the Comprehensive Plan. This will have the intended result of preventing recurring elements of unsafe buildings and blighting conditions.

8. Time Frame for Development

Development of this project is anticipated to be completed between June 2014 and December of 2018. Excess valuation should be available for this project for 15 years beginning with the 2016 tax year. It is anticipated that phase 1 of this project including the basement, first and second floors will be completed by December 31 of 2015 and that the other phases will move forward when feasible.

9. Justification of Project

This is an historic building in downtown Grand Island that will be preserved with this project. Downtown redevelopment plans over the past 20 years have all stressed the need to develop additional upper story residential in the downtown area. The current downtown living units are all occupied. This project would add a combination of retail, office, restaurant and residential space within the confines of a single building.

10. Cost Benefit Analysis Section 18-2113 of the Act, further requires the Authority conduct a cost benefit analysis of the plan amendment in the event that Tax Increment Financing will be used. This analysis must address specific statutory issues.

(a) Tax shifts resulting from the approval of the use of Tax Increment Financing;

The redevelopment project area currently has an estimated valuation of \$99,655. The proposed redevelopment will create additional valuation of between \$466,000 and \$715,000 of additional valuation depending on the final configuration of the space. No tax shifts are anticipated from the project. The project creates additional valuation that will support taxing entities long after the project is paid off.

(b) Public infrastructure and community public service needs impacts and local tax impacts arising from the approval of the redevelopment project;

No additional public service needs have been identified. Existing water and waste water facilities will not be impacted by this development. The electric utility has sufficient capacity to support the development. It is not anticipated that this will impact schools. Fire and police protection are available and should not be negatively impacted by this development. The addition of life safety elements to this building including fire sprinklers and a second exit actually reduce the chances of negative impacts to the fire department.

(c) Impacts on employers and employees of firms locating or expanding within the boundaries of the area of the redevelopment project;

The proposed project will have no impact on other firms locating or expanding in the area.

(d) Impacts on other employers and employees within the city or village and the immediate area that are located outside of the boundaries of the area of the redevelopment project; and

This project will not have a negative impact on other employers and will result in additional housing choices for employees within the city as well as additional commercial opportunities.

(e) Any other impacts determined by the authority to be relevant to the consideration of costs and benefits arising from the redevelopment project.

This project will increase the quantity of available quality housing in Grand Island by a net of six single family homes. These types of smaller projects spread throughout the city will have a less drastic impact on neighborhoods and schools than a centralized larger housing project.

Time Frame for Development

Development of this project is anticipated to be completed during between June of 2014 and December 31 of 2018. The base tax year should be calculated on the value of the property as of January 1, 2015. Excess valuation should be available for this project for 15 years beginning in 2016 with taxes due in 2017. Excess valuation will be used to pay the TIF Indebtedness issued by the CRA per the contract between the CRA and the developer for a period not to exceed 15 years or an amount not to exceed \$236,000 the projected amount of increment based upon the anticipated value of the project and current tax rate. Based on the estimates of the expenses of the rehabilitation the developer will spend at least \$1,187,826 on TIF eligible activities. The CRA will reserve the right to issue additional debt for this project upon notification by the developer of sufficient expenses and valuation to support such debt in the form of a second or third bond issuance.



BACKGROUND INFORMATION RELATIVE TO TAX INCREMENT FINANCING REQUEST

Project Redeveloper Information

Business Name: Tower 217

Address: 703 West 17th

Telephone No.: 308-850-2715

Fax No.: _____

Contact: Amos C Anson

Brief Description of Applicant's Business:

Seven story mixed use commercial building in downtown NE.

Present Ownership Proposed Project Site: Tower 217,LLC

Proposed Project: Building square footage, size of property, description of
buildings – materials, etc. Please attach site plan, if available.

Former Masonic Temple building, 30,000 s.f. total building area, will be transformed into a mixed use of commercial and residential tenants. The current building is constructed of concrete and brick and the new construction will be steel studs and non combustible materials. See CRA Life Safety application for more detail.

If Property is to be Subdivided, Show Division Planned:

VI. Estimated Project Costs:

Acquisition Costs:

A. Land	\$
B. Building	\$

Construction Costs:

A. Renovation or Building Costs:	\$ 1,132,686
B. On-Site Improvements:	\$ 8,815
re-platting, demo, asbestos removal, tree removal, etc.	

Soft Costs:

A. Architectural & Engineering Fees:	\$48,540
B. Financing Fees:	\$ 10,800
Closing costs, filing fees	
C. Legal/Developer/Audit Fees:	\$180,126
D. Contingency Reserves:	\$
E. Other (Please Specify)	\$
TIF fees	
TOTAL	\$ 1,380,967

Total Estimated Market Value at Completion: \$

Source of Financing:

A. Developer Equity:	\$ 60,000
B. Commercial Bank Loan:	\$
Tax Credits:	
1. N.I.F.A.	\$
2. Historic Tax Credits	\$
D. Industrial Revenue Bonds:	\$
E. Tax Increment Assistance:	\$
F. Other(Private Investor)	\$1,089,386
G. CRA Grant	\$291,581

Name, Address, Phone & Fax Numbers of Architect, Engineer and General Contractor:

General Contractor: Amos Anson, Empire Development, PO Box 1665 Grand Island NE 68802 308-390-2455

Structural Engineer: Scott Burney, Olsson Associates 201 E. Second Street Grand Island, NE 68801 308-384-8750

Architect: Marvin Webb, AIA with Webb and Company Architects 387 North Walnut Street Grand Island, NE 68801

Estimated Real Estate Taxes on Project Site Upon Completion of Project:
(Please Show Calculations)

Project Construction Schedule:

Construction Start Date: 2014

Construction Completion Date: 2015

If Phased Project:

_____ Year ____ % Complete

_____ Year ____ % Complete

XII. Please Attach Construction Pro Forma:

XIII. Please Attach Annual Income & Expense Pro Forma:

TAX INCREMENT FINANCING REQUEST INFORMATION

Describe Amount and Purpose for Which Tax Increment Financing is Requested:

Tower217 is asking for \$236,000 in TIF. The reason for the request is to offset the cost of the future taxes in order to have 15 years to pay off the construction loan before the taxes are “increased”. This will allow the project to cash flow and therefore be a success.

Statement Identifying Financial Gap and Necessity for use of Tax Increment Financing for Proposed Project: Without TIF assistance the project will not cash flow and therefore will not be a successful business venture. See attached pro forma and CRA Life Safety application for further information.

Municipal and Corporate References (if applicable). Please identify all other Municipalities, and other Corporations the Applicant has been involved with, or has completed developments in, within the last five (5) years, providing contact person, telephone and fax numbers for each:

N/A

IV. Please Attach Applicant's Corporate/Business Annual Financial Statements for the Last Three Years: New venture, none available

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Pro Forma for first four floors:

This is with the assumption the taxes are “frozen” for the first 15 years. As you can see in the bottom two lines, without the life safety grant in combination with the TIF financing, the project simply doesn’t cash flow.

09 Item	Phase 01	Phase 02	Phase 03	Totals
Insurance&Interest	4,800.00	0.00	0.00	4,800.00
Permits	1,200.00	0.00	0.00	1,200.00
Demo	5,112.00	1,586.00	2,117.00	8,815.00
Carpentry Labor	26,691.00	8,336.00	10,992.00	46,019.00
Materials	28,603.00	8,876.00	11,837.00	49,316.00
Roofing labor	0.00	0.00	0.00	0.00
Plumbing	0.00	0.00	0.00	0.00
HVAC	0.00	0.00	0.00	0.00
Electric	8,000.00	2,000.00	1,249.00	11,249.00
Insulation	0.00	0.00	0.00	0.00
Drywall Hang	0.00	0.00	0.00	0.00
Drywall Finish	0.00	0.00	0.00	0.00
Paint	0.00	0.00	0.00	0.00
Trim Labor	0.00	0.00	0.00	0.00
Cabinets	0.00	0.00	0.00	0.00
Countertops	0.00	0.00	0.00	0.00
Flooring Allowance	0.00	0.00	0.00	0.00
Lighting Allowance	0.00	0.00	0.00	0.00
Electronics	12,000.00	3,000.00	3,000.00	18,000.00
Fire Sprinklers	34,000.00	7,000.00	32,000.00	73,000.00
Concrete	12,426.00	3,924.00	5,250.00	21,600.00
Custom Cabinets	0.00	0.00	0.00	0.00
Appliances	0.00	0.00	0.00	0.00
Architect	15,550.00	2,000.00	2,000.00	19,550.00
Elevator				0.00
				0.00
Sub Total	148,382.00	36,722.00	68,445.00	253,549.00
O&P	22,058.00	6,845.00	9,129.00	38,032.00
Total	170,440.00	43,567.00	77,574.00	291,581.00
Income				
w/Grant	878.77	114.16	992.93	
w/o Grant	(1,013.46)	(369.52)	(1,382.98)	

**COMMUNITY REDEVELOPMENT AUTHORITY
OF THE CITY OF GRAND ISLAND, NEBRASKA**

RESOLUTION NO. 173

**RESOLUTION OF THE COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY
OF GRAND ISLAND, NEBRASKA, SUBMITTING A PROPOSED
REDEVELOPMENT PLAN TO THE HALL COUNTY REGIONAL PLANNING
COMMISSION FOR ITS RECOMMENDATION**

WHEREAS, this Community Redevelopment Authority of the City of Grand Island, Nebraska ("Authority"), pursuant to the Nebraska Community Development Law (the "Act"), prepared a proposed redevelopment plan (the "Plan") a copy of which is attached hereto as Exhibit 1, for redevelopment of an area within the city limits of the City of Grand Island, Hall County, Nebraska; and

WHEREAS, the Authority is required by Section 18-2112 of the Act to submit said to the planning board having jurisdiction of the area proposed for redevelopment for review and recommendation as to its conformity with the general plan for the development of the City of Grand Island, Hall County, Nebraska;

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

The Authority submits to the Hall County Regional Planning Commission the proposed Plan attached to this Resolution, for review and recommendation as to its conformity with the general plan for the development of the City of Grand Island, Hall County, Nebraska.

Passed and approved this 16th day of April, 2014.

COMMUNITY REDEVELOPMENT
AUTHORITY OF THE CITY OF
GRAND ISLAND, NEBRASKA.

By Benny J. Seubert
Chairperson

ATTEST:

CMA
Secretary

**COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY
OF GRAND ISLAND, NEBRASKA**

RESOLUTION NO. 174

RESOLUTION OF THE COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF GRAND ISLAND, NEBRASKA, PROVIDING NOTICE OF INTENT TO ENTER INTO A REDEVELOPMENT AFTER THE PASSAGE OF 30 DAYS AND OTHER MATTERS

WHEREAS, this Community Redevelopment Authority of the City of Grand Island, Nebraska ("Authority"), has received an Application for Tax Increment Financing under the Nebraska Community Development Law (the "Act") on a project within redevelopment area #2, from Legal Hospitality LLC, (The "Developer") for redevelopment of an area within the city limits of the City of Grand Island as set forth in Exhibit 1 attached hereto area; and

WHEREAS, this Community Redevelopment Authority of the City of Grand Island, Nebraska ("Authority"), is proposing to use Tax Increment Financing on a project within redevelopment area #2;

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

Section 1. In compliance with section 18-2114 of the Act, the Authority hereby gives the governing body of the City notice that it intends to enter into the Redevelopment Contract, attached as Exhibit 1, with such changes as are deemed appropriate by the Authority, after approval of the redevelopment plan amendment related to the redevelopment project described in the Redevelopment Contract, and after the passage of 30 days from the date hereof.

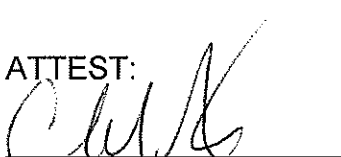
Section 2. The Secretary of the Authority is directed to file a copy of this resolution with the City Clerk of the City of Grand Island, forthwith.

Passed and approved this 16th day of April, 2014.

COMMUNITY REDEVELOPMENT
AUTHORITY OF THE CITY OF
GRAND ISLAND, NEBRASKA.

By 
Chairperson

ATTEST:


Secretary

Resolution Number 2014-06

HALL COUNTY REGIONAL PLANNING COMMISSION

**A RESOLUTION RECOMMENDING APPROVAL OF A SITE SPECIFIC
REDEVELOPMENT PLAN OF THE CITY OF GRAND ISLAND, NEBRASKA;
AND APPROVAL OF RELATED ACTIONS**

WHEREAS, the Chairman and Board of the Community Redevelopment Authority of the City of Grand Island, Nebraska (the "**Authority**"), referred that certain Redevelopment Plan to the Hall County Regional Planning Commission, (the "**Commission**") a copy of which is attached hereto as Exhibit "A" for review and recommendation as to its conformity with the general plan for the development of the City of Grand Island, Hall County, Nebraska, pursuant to Section 18-2112 of the Community Development Law, Chapter 18, Article 21, Reissue Revised Statutes of Nebraska, as amended (the "**Act**"); and

WHEREAS, the Commission has reviewed said Redevelopment Plan as to its conformity with the general plan for the development of the City of Grand Island, Hall County;

NOW, THEREFORE, BE IT RESOLVED BY THE HALL COUNTY REGIONAL PLANNING COMMISSION AS FOLLOWS:

Section 1. The Commission hereby recommends approval of the Redevelopment Plan.

Section 2. All prior resolutions of the Commission in conflict with the terms and provisions of this resolution are hereby expressly repealed to the extent of such conflicts.

Section 3. This resolution shall be in full force and effect from and after its passage as provided by law.

DATED: May 7th 2014.

HALL COUNTY REGIONAL PLANNING
COMMISSION

By: [Signature]

Chair

ATTEST:

By: [Signature]

Secretary

REDEVELOPMENT CONTRACT

This Redevelopment Contract is made and entered into as of the _____th day of _____, 2012, by and between the Community Redevelopment Authority of the City of Grand Island, Nebraska (“Authority”), and, Anson Investment and Development, LLC, a Nebraska limited liability company (“Redeveloper”).

WITNESSETH:

WHEREAS, the City of Grand Island, Nebraska (the “City”), in furtherance of the purposes and pursuant to the provisions of Section 12 of Article VIII of the Nebraska Constitution and Sections 18-2101 to 18-2154, Reissue Revised Statutes of Nebraska, 2012, as amended (collectively the “Act”), has designated an area in the City as blighted and substandard; and

WHEREAS, City and Redeveloper desire to enter into this Redevelopment Contract for redevelopment of a parcel in the blighted and substandard area;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein set forth, Authority and Redeveloper do hereby covenant, agree and bind themselves as follows:

ARTICLE I

DEFINITIONS AND INTERPRETATION

Section 1.01 Terms Defined in this Redevelopment Contract.

Unless the context otherwise requires, the following terms shall have the following meanings for all purposes of this Redevelopment Contract, such definitions to be equally applicable to both the singular and plural forms and masculine, feminine and neuter gender of any of the terms defined:

“Act” means Section 12 of Article VIII of the Nebraska Constitution, and Sections 18-2101 through 18-2154, Reissue Revised Statutes of Nebraska, 2012, as amended, and acts amendatory thereof and supplemental thereto

“Authority” means the Community Redevelopment Authority of the City of Grand Island, Nebraska.

“City” means the City of Grand Island, Nebraska.

“Governing Body” means the Mayor and City Council of the City.

“Holder” means the holders of TIF indebtedness issued by the Authority from time to time outstanding.

“Liquidated Damages Amount” means the amounts to be repaid to Authority by Redeveloper pursuant to Section 6.02 of this Redevelopment Contract.

“Project” means the improvements to the Redevelopment Area, as further described in Exhibit B attached hereto and incorporated herein by reference and, as used herein, shall include the Redevelopment Area real estate.

“Project Cost Certification” means a statement prepared and signed by the Redeveloper verifying the Redeveloper has been legally obligated for the payment of Project Costs identified on Exhibit D

“Project Costs” means only costs or expenses incurred by Redeveloper for the purposes set forth in §18-2103 (a) through (f), inclusive, of the Act as identified on Exhibit D.

“Redeveloper” means Anson Investment and Development, LLC, a Nebraska limited liability company.

“Redevelopment Area” means that certain real property situated in the City of Grand Island, Hall County, Nebraska, which has been declared blighted and substandard by the City pursuant to the Act, and which is more particularly described on Exhibit A attached hereto and incorporated herein by this reference.

“Redevelopment Contract” means this redevelopment contract between the Authority and Redeveloper with respect to the Project.

“Redevelopment Plan” means the Amended Redevelopment Plan for the Redevelopment Area related to the Project, prepared by the Authority and approved by the City pursuant to the Act.

“Resolution” means the Resolution of the Authority, as supplemented from time to time, approving this Redevelopment Contract and the issuance of the TIF Indebtedness.

“TIF Indebtedness” means any bonds, notes, loans, and advances of money or other indebtedness, including interest and premiums, if any, thereon, incurred by the Authority pursuant to Article III hereof and secured in whole or in part by TIF Revenues.

“TIF Revenues” means incremental ad valorem taxes generated by the Project which are allocated to and paid to the Authority pursuant to the Act.

Section 1.02 Construction and Interpretation.

The provisions of this Redevelopment Contract shall be construed and interpreted in accordance with the following provisions:

(a) Wherever in this Redevelopment Contract it is provided that any person may do or perform any act or thing the word “may” shall be deemed permissive and not mandatory and it shall be construed that such person shall have the right, but shall not be obligated, to do and perform any such act or thing.

(b) The phrase “at any time” shall be construed as meaning “at any time or from time to time.”

(c) The word “including” shall be construed as meaning “including, but not limited to.”

(d) The words “will” and “shall” shall each be construed as mandatory.

(e) The words “herein,” “hereof,” “hereunder,” “hereinafter” and words of similar import shall refer to the Redevelopment Contract as a whole rather than to any particular paragraph, section or subsection, unless the context specifically refers thereto.

(f) Forms of words in the singular, plural, masculine, feminine or neuter shall be construed to include the other forms as the context may require.

(g) The captions to the sections of this Redevelopment Contract are for convenience only and shall not be deemed part of the text of the respective sections and shall not vary by implication or otherwise any of the provisions hereof.

ARTICLE II

REPRESENTATIONS

Section 2.01 Representations by Authority.

The Authority makes the following representations and findings:

(a) the Authority is a duly organized and validly existing Community Redevelopment Authority under the Act.

(b) The Redevelopment Plan has been duly approved and adopted by the City pursuant to Section 18-2109 through 18-2117 of the Act.

(c) The Authority deems it to be in the public interest and in furtherance of the purposes of the Act to accept the proposal submitted by Redeveloper as specified herein.

(d) The Redevelopment Project will achieve the public purposes of the Act by, among other things, increasing employment, improving public infrastructure, increasing the tax base, and lessening conditions of blight and substandard in the Redevelopment Area.

(e) (1) The Redevelopment Plan is feasible and in conformity with the general plan for the development of the City as a whole and the plan is in conformity with the legislative declarations and determinations set forth in the Act, and

(2) Based on Representations made by the Redeveloper:

(i) the Project would not be economically feasible without the use of tax-increment financing,

(ii) the Project would not occur in the Redevelopment Area without the use of tax-increment financing, and

(iii) the costs and benefits of the Project, including costs and benefits to other affected political subdivisions, the economy of the community, and the demand for public and private services have been analyzed by the Authority and have been found to be in the long-term best interest of the community impacted by the Project.

(f) The Authority has determined that the proposed land uses and building requirements in the Redevelopment Area are designed with the general purpose of accomplishing, in conformance with the general plan, a coordinated, adjusted, and harmonious development of the City and its environs which will, in accordance with present and future needs, promote health, safety, morals, order, convenience, prosperity, and the general welfare, as well as efficiency and economy in the process of development: including, among other things, adequate provision for traffic, vehicular parking, the promotion of safety from fire, panic, and other dangers, adequate provision for light and air, the promotion of the healthful and convenient distribution of population, the provision of adequate transportation, water, sewerage and other public utilities, schools, parks, recreational and community facilities, and other public requirements, the promotion of sound design and arrangement, the wise and efficient expenditure of public funds, and the prevention of the recurrence of insanitary or unsafe dwelling accommodations, or conditions of blight.

Section 2.02 Representations of Redeveloper.

The Redeveloper makes the following representations:

(a) The Redeveloper is a Nebraska limited liability company, having the power to enter into this Redevelopment Contract and perform all obligations contained herein and by proper action has been duly authorized to execute and deliver this Redevelopment Contract.

(b) The execution and delivery of the Redevelopment Contract and the consummation of the transactions therein contemplated will not conflict with or constitute a breach of or default under any bond, debenture, note or other evidence of indebtedness or any contract, loan agreement or lease to which Redeveloper is a party or by which it is bound, or result in the creation or imposition of any lien, charge or encumbrance of any nature upon any of the property or assets of the Redeveloper contrary to the terms of any

instrument or agreement.

(c) There is no litigation pending or to the best of its knowledge threatened against Redeveloper affecting its ability to carry out the acquisition, construction, equipping and furnishing of the Project or the carrying into effect of this Redevelopment Contract or, except as disclosed in writing to the Authority, as in any other matter materially affecting the ability of Redeveloper to perform its obligations hereunder.

(d) Any financial statements of the Redeveloper or its Members delivered to the Authority prior to the date hereof are true and correct in all respects and fairly present the financial condition of the Redeveloper and the Project as of the dates thereof; no materially adverse change has occurred in the financial condition reflected therein since the respective dates thereof; and no additional borrowings have been made by the Redeveloper since the date thereof except in the ordinary course of business, other than the borrowing contemplated hereby or borrowings disclosed to or approved by the Authority.

(e) The Project would not be economically feasible without the use of tax increment financing.

(f) The Project would not occur in the Redevelopment Area without the use of tax-increment financing.

(g) The Redeveloper is an accredited investor as that term is defined for purposes Regulation D, issued pursuant to the Securities Act of 1933, as amended.

ARTICLE III

OBLIGATIONS OF THE AUTHORITY

Section 3.01 Division of Taxes.

In accordance with Section 18-2147 of the Act, the Authority hereby provides that any ad valorem tax on the following real property in the Project: to wit: the property shown on attached Exhibit A, for the benefit of any public body be divided for a period of fifteen years after the effective date of this provision as set forth in this section. The effective date of this provision shall be January 1, 2016. Said taxes shall be divided as follows:

(a) That proportion of the ad valorem tax which is produced by levy at the rate fixed each year by or for each public body upon the Redevelopment Project Valuation (as defined in the Act) shall be paid into the funds of each such public body in the same proportion as all other taxes collected by or for the bodies; and

(b) That proportion of the ad valorem tax on real property in the Redevelopment Area in excess of such amount (the "Incremental Ad Valorem Tax"), if any, shall be allocated to, is pledged to, and, when collected, paid into a special fund of

the Authority to pay the principal of, the interest on, and any premiums due in connection with the bonds, loans, notes or advances of money to, or indebtedness incurred by whether funded, refunded, assumed, or otherwise, such Authority for financing or refinancing, in whole or in part, such Project. When such bonds, loans, notes, advances of money, or indebtedness, including interest and premium due have been paid, the Authority shall so notify the County Assessor and County Treasurer and all ad valorem taxes upon real property in such Project shall be paid into the funds of the respective public bodies.

Section 3.02 Issuance of TIF Indebtedness

Prior to _____, the Authority shall issue one TIF Note, in one taxable series, in a maximum principal amount of Two Hundred Thirty Six Thousand and no/100 Dollars (\$236,000), in the form set forth in the Resolution for net funds available (collectively "TIF Indebtedness") to be purchased by Redeveloper ("TIF Note Purchaser"), in a written form acceptable to Redeveloper's attorney, and receive Note Proceeds from the TIF Note Purchaser in said amount. The Authority and Redeveloper agree that the form of the TIF Note and funding mechanism of the Note Proceeds will be set up similar to a line of credit so that the TIF Note Purchaser is required to pay the Note Proceeds to the Authority on or before the date the Authority needs funds in the Project Account in order for the City to make payment for completed Project Costs as described herein. Subject to the terms of this Agreement, the City Planning Director on behalf of the Authority shall have the authority to determine the timing of issuing the TIF Indebtedness and all the other necessary details of the TIF Indebtedness.

No TIF Indebtedness will be issued until Redeveloper has (a) acquired fee title to the Redevelopment Area; (b) obtained financing commitments as described in Section 5.01; and (c) entered into a contract for construction of the Project. The Authority shall have no obligation to find a lender or investor to acquire the TIF Indebtedness, but rather shall issue the TIF Indebtedness to the Redeveloper upon payment of the principal amount thereof. The purchase price of the TIF Indebtedness may be offset against the Grant described in Section 3.04 hereof, in the sole discretion of the Authority.

The TIF Indebtedness issued pursuant to the provisions of this contract constitutes a limited obligation of the Authority payable exclusively from that portion of the ad valorem real estate taxes mentioned in subdivision (1)(b) of Section 18-2147, R.R.S. Neb. 2012, as levied, collected and apportioned from year to year with respect to certain real estate located within the "Redevelopment Area" The TIF Indebtedness shall not constitute a general obligation of the Authority and the Authority shall be liable for the payment thereof only out of said portion of taxes as described in this paragraph. The TIF Indebtedness shall not constitute an obligation of the State of Nebraska or of the City or the Authority (except for such receipts as have been pledged pursuant to Section 3.03) and neither the State or Nebraska, the Authority nor the City shall be liable for the payment thereof from any fund or source including but not limited to tax monies belonging to either thereof (except for such receipts as have been pledged pursuant to Section 3.03). Neither the members of the Authority's governing body nor any person executing the TIF Indebtedness shall be liable personally on the TIF Indebtedness by reason of the issuance thereof. The Authority's obligation to the holder of the TIF Indebtedness shall terminate, in all

events no later than 15 years from the effective date set forth in Section 3.01 hereof.

Section 3.03 Pledge of TIF Revenues.

The Authority hereby pledges 100% of the annual TIF Revenues as security for the TIF Indebtedness.

Section 3.04 Grant of Proceeds of TIF Indebtedness.

From the proceeds of the TIF indebtedness incurred as described on Exhibit C, the Authority shall grant the following sums to the following entities, to wit: 100% to the Redeveloper for Project Costs.

Notwithstanding the foregoing, the amount of the grant shall not exceed the amount of Project Costs certified pursuant to Section 4.02. The grants shall be paid to the Redeveloper upon certification that the Redeveloper has incurred or is obligated to incur such Project Costs which include supporting documentation requested by Authority and shall, if requested by Redeveloper, be made in one or more advances.

Section 3.05 Creation of Fund.

The Authority will create a special fund to collect and hold the TIF Revenues. Such special fund shall be used for no purpose other than to pay TIF Indebtedness issued pursuant to Sections 3.02 above.

ARTICLE IV

OBLIGATIONS OF REDEVELOPER

Section 4.01 Construction of Project; Insurance.

(a) Redeveloper will complete the Project and install all infrastructure, improvements, buildings, fixtures, equipment and furnishings necessary to operate the Project. Redeveloper shall be solely responsible for obtaining all permits and approvals necessary to acquire, construct and equip the Project. Until construction of the Project has been completed, Redeveloper shall make reports in such detail and at such times as may be reasonably requested by the Authority as to the actual progress of Redeveloper with respect to construction of the Project. Promptly after completion by the Redeveloper of the Project, the Redeveloper shall furnish to the Authority a Certificate of Completion. The certification by the Redeveloper shall be a conclusive determination of satisfaction of the agreements and covenants in this Redevelopment Contract with respect to the obligations of Redeveloper and its successors and assigns to construct the Project. As used herein, the term "completion" shall mean substantial completion of the Project.

(b) Any general contractor chosen by the Redeveloper or the Redeveloper itself shall be required to obtain and keep in force at all times until completion of construction, policies of

insurance including coverage for contractors' general liability and completed operations and a penal bond as required by the Act. The City, the Authority and the Redeveloper shall be named as additional insured. Any contractor chosen by the Redeveloper or the Redeveloper itself, as an owner, shall be required to purchase and maintain property insurance upon the Project to the full insurable value thereof. This insurance shall insure against the perils of fire and extended coverage and shall include "All Risk" insurance for physical loss or damage. The contractor or the Redeveloper, as the case may be, shall furnish the Authority with a Certificate of Insurance evidencing policies as required above. Such certificates shall state that the insurance companies shall give the Authority prior written notice in the event of cancellation of or material change in any of any of the policies.

(c) Redeveloper shall pay, on execution hereof the sum of \$1,000.00 to the City of Grand Island for administrative expenses related to payment of the tax increment revenue.

Section 4.02 Cost Certification.

The Redeveloper shall submit authentic documentation to the Authority on approved forms or format for payment of any expenses related to construction of the eligible Project Costs. The Redeveloper shall timely submit receipts, invoices, or proof of payment concurrently with the request for payment of Public Improvements and eligible Private Improvements costs. The City shall approve or reject the same with reasons stated, based on the review within ten (10) days of receipt of the same; provided, however, the Authority shall generally approve requests for payment made by Redeveloper that are consistent with this Agreement. To the extent TIF Proceeds are available, reimbursement by the Authority to the Redeveloper shall be made promptly after approval by the Authority.

Section 4.03 Legal Costs.

Redeveloper shall pay the Authority the sum of \$5,000 for the costs incurred by the Authority associated with the issuance of the TIF Indebtedness. Redeveloper understands that the law firm assisting with the issuance of the TIF Indebtedness represents the Authority and not the Redeveloper.

Section 4.04 No Discrimination.

Redeveloper agrees and covenants for itself, its successors and assigns that as long as any TIF Indebtedness is outstanding, it will not discriminate against any person or group of persons on account of race, sex, color, religion, national origin, ancestry, disability, marital status or receipt of public assistance in connection with the Project. Redeveloper, for itself and its successors and assigns, agrees that during the construction of the Project, Redeveloper will not discriminate against any employee or applicant for employment because of race, religion, sex, color, national origin, ancestry, disability, marital status or receipt of public assistance. Redeveloper will comply with all applicable federal, state and local laws related to the Project.

Section 4.05 Pay Real Estate Taxes.

Redeveloper intends to create a taxable real property valuation [over and above the valuation thereof as the same existed on January 1, 2015] of the Redevelopment Project Area of \$750,000 no later than no later than January 1, 2016. During the period that any TIF Indebtedness is outstanding, neither the Redeveloper, nor its assigns, will (1) file a protest seeking to obtain a real estate property valuation on the Redevelopment Area of less than the sum of: (a) Seven Hundred Fifty Thousand Dollars (\$750,000) and (b) the valuation of the Redevelopment Project Area as the same existed on January 1, 2015; (2) convey the Redevelopment Area or structures thereon to any entity which would be exempt from the payment of real estate taxes or cause the nonpayment of such real estate taxes; nor (3) allow real estate taxes and assessments levied on the Redevelopment Area and Project to become delinquent during the term that any TIF Indebtedness is outstanding. Redeveloper shall pay the real property ad valorem taxes for the project for the year 2030 prior to January 1, 2031.

Section 4.07 Assignment or Conveyance.

Any assignment or conveyance of the any portion of the Redevelopment, the Project or any interest therein prior to the termination of the 15 year period commencing on the effective date specified in Section 3.01 hereof Area by the Redeveloper shall be subject to the terms and conditions of this Redevelopment Contract.

Section 4.08 Purchase of TIF Indebtedness.

The Redeveloper shall purchase the TIF Indebtedness at 100% of the principal amount thereof upon issuance of such debt. The Authority may provide that such purchase be offset against the grant provided in Section 3.04 hereof.

Section 4.09 Penal Bond.

The Developer shall execute a penal bond for the Project with good and sufficient surety to be approved by the Authority meeting the requirements of Section 18-2151, Reissue Revised Statutes of Nebraska, as amended, on or prior to its execution of this Contract.

Section 4.10 Immigration Status.

The Redeveloper agrees that any contractor for the Project shall be required to agree to use a federal immigration verification system (as defined in §4-114, R.S.S. 2012) to determine the work eligibility status of new employees physically performing services on the Project and to comply with all applicable requirements of §4-114, R.S.S. 2012.

ARTICLE V

FINANCING REDEVELOPMENT PROJECT; ENCUMBRANCES

Section 5.01 Financing.

Redeveloper shall pay all Project Costs and any and all other costs related to the Redevelopment Area and the Project which are in excess of the amounts paid from the proceeds of the TIF Indebtedness granted to Redeveloper. Prior to issuance of the TIF Indebtedness, Redeveloper shall provide Authority with evidence satisfactory to the Authority that private funds have been committed to the Redevelopment Project in amounts sufficient to complete the Redevelopment Project. Redeveloper shall timely pay all costs, expenses, fees, charges and other amounts associated with the Project which shall include such other fees and expenses imposed by the Authority.

ARTICLE VI

DEFAULT, REMEDIES; INDEMNIFICATION

Section 6.01 General Remedies of Authority and Redeveloper.

Subject to the further provisions of this Article VI, in the event of any failure to perform or breach of this Redevelopment Contract or any of its terms or conditions, by any party hereto or any successor to such party, such party, or successor, shall, upon written notice from the other, proceed immediately to commence such actions as may be reasonably designed to cure or remedy such failure to perform or breach which cure or remedy shall be accomplished within a reasonable time by the diligent pursuit of corrective action. In case such action is not taken, or diligently pursued, or the failure to perform or breach shall not be cured or remedied within a reasonable time, this Redevelopment Contract shall be in default and the aggrieved party may institute such proceedings as may be necessary or desirable to enforce its rights under this Redevelopment Contract, including, but not limited to, proceedings to compel specific performance by the party failing to perform on in breach of its obligations.

Section 6.02 Additional Remedies of Authority

In the event that:

- (a) the Redeveloper, on successor in interest, shall fail to complete the construction of the Project on or before January 1, 2016, or shall abandon construction work for any period of 90 days,
- (b) the Redeveloper, on successor in interest, shall fail to pay real estate taxes or assessments on the Redevelopment Area on any part thereof or payments in lieu of taxes pursuant to Section 4.07 when due; or
- (c) There is, in violation of Section 4.08 of this Redevelopment Contract, and

such failure or action by the Redeveloper has not been cured within 30 days following written notice from Authority, then the Redeveloper shall be in default of this Redevelopment Contract.

In the event of such failure to perform, breach or default occurs and is not cured in the period herein provided, the parties agree that the damages caused to the Authority would be difficult to determine with certainty and that a reasonable estimation of the amount of damages that could be incurred is the amount of the grant to Redeveloper pursuant to Section 3.04 of this Redevelopment Contract, less any reductions in the principal amount of the TIF Indebtedness, plus interest on such amounts as provided herein (the "Liquidated Damages Amount"). The Liquidated Damages Amount shall be paid by Redeveloper to Authority within 30 days of demand from Authority.

Interest shall accrue on the Liquidated Damages Amount at the rate of one percent (1%) over the prime rate as published and modified in the Wall Street Journal from time to time and interest shall commence from the date that the Authority gives notice to the Redeveloper demanding payment.

Payment of the Liquidated Damages Amount shall not relieve Redeveloper of its obligation to pay real estate taxes or assessments with respect to the Project.

Section 6.03 Remedies in the Event of Other Redeveloper Defaults.

In the event the Redeveloper fails to perform any other provisions of this Redevelopment Contract (other than those specific provisions contained in Section 6.02), the Redeveloper shall be in default. In such an instance, the Authority may seek to enforce the terms of this Redevelopment Contract or exercise any other remedies that may be provided in this Redevelopment Contract or by applicable law; provided, however, that the default covered by this Section shall not give rise to a right of rescission on termination of this Redevelopment Contract, and shall not be covered by the Liquidated Damages Amount.

Section 6.04 Forced Delay Beyond Party's Control.

For the purposes of any of the provisions of this Redevelopment Contract, neither the Authority nor the Redeveloper, as the case may be, nor any successor in interest, shall be considered in breach of or default in its obligations with respect to the conveyance or preparation of the Redevelopment Area for redevelopment, or the beginning and completion of construction of the Project, or progress in respect thereto, in the event of forced delay in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence, including, but not restricted to, acts of God, or of the public enemy, acts of the Government, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delays in subcontractors due to such causes; it being the purpose and intent of this provision that in the event of the occurrence of any such forced delay, the time or times for performance of the obligations of the Authority or of the Redeveloper with respect to construction of the Project, as the case may be, shall be extended for the period of the forced delay: Provided, that the party seeking the benefit of the provisions of

this section shall, within thirty (30) days after the beginning of any such forced delay, have first notified the other party thereto in writing, and of the cause or causes thereof and requested an extension for the period of the forced delay.

Section 6.05 Limitations of Liability; Indemnification.

Notwithstanding anything in this Article VI or this Redevelopment Contract to the contrary, neither the City, the Authority, nor their officers, directors, employees, agents or their governing bodies shall have any pecuniary obligation or monetary liability under this Redevelopment Contract. The sole obligation of the Authority under this Redevelopment Contract shall be the issuance of the TIF Indebtedness and granting of a portion of the proceeds thereof to Redeveloper, as specifically set forth in Sections 3.02 and 3.04. The obligation of the City and Authority on any TIF Indebtedness shall be limited solely to the payment of the TIF Revenues on the TIF Indebtedness. Specifically, but without limitation, neither the City or Authority shall be liable for any costs, liabilities, actions, demands, or damages for failure of any representations, warranties or obligations hereunder. The Redeveloper releases the City and Authority from, agrees that neither the City or Authority shall be liable for, and agrees to indemnify and hold the City and Authority harmless from any liability for any loss or damage to property or any injury to or death of any person that may be occasioned by any cause whatsoever pertaining to the Project.

The Redeveloper will indemnify and hold each of the City and Authority and their directors, officers, agents, employees and member of their governing bodies free and harmless from any loss, claim, damage, demand, tax, penalty, liability, disbursement, expense, including litigation expenses, attorneys' fees and expenses, or court costs arising out of any damage or injury, actual or claimed, of whatsoever kind or character, to property (including loss of use thereof) or persons, occurring or allegedly occurring in, on or about the Project during the term of this Redevelopment Contract or arising out of any action or inaction of Redeveloper, whether on not related to the Project, or resulting from or in any way connected with specified events, including the management of the Project, or in any way related to the enforcement of this Redevelopment Contract or any other cause pertaining to the Project.

ARTICLE VII

MISCELLANEOUS

Section 7.01 Notice Recording.

This Redevelopment Contract or a notice memorandum of this Redevelopment Contract shall be recorded with the County Register of Deeds in which the Redevelopment Area is located.

Section 7.02 Governing Law.

This Redevelopment Contract shall be governed by the laws of the State of Nebraska,

including but not limited to the Act.

Section 7.03 Binding Effect; Amendment.

This Redevelopment Contract shall be binding on the parties hereto and their respective successors and assigns. This Redevelopment Contract shall run with the Redevelopment Area. The Redevelopment Contract shall not be amended except by a writing signed by the party to be bound.

Section 7.04 Third Party Enforcement,

The provisions of this Redevelopment Contract which obligate the Redeveloper shall inure to the benefit of the holder of the TIF Indebtedness, the Hall County Assessor, the City and the Authority, any of whom may, but are not obligated to enforce the terms of this Redevelopment Contract in a court of law.

IN WITNESS WHEREOF, City and Redeveloper have signed this Redevelopment Contract as of the date and year first above written.

ATTEST:

COMMUNITY REDEVELOPMENT
AUTHORITY OF THE CITY OF
GRAND ISLAND, NEBRASKA

Secretary

By: _____
Chairman

STATE OF NEBRASKA)
) ss.
COUNTY OF HALL)

The foregoing instrument was acknowledged before me this _____ day of _____, _____, by _____ and _____, Chair and Secretary, respectively, of the Community Redevelopment Authority of the City of Grand Island, Nebraska, on behalf of the Authority.

Notary Public

EXHIBIT A

The west 17 1/2' of the south 44' Lot 3 and the north 8' of the south 52' of the west 22' and the south 44' of Lot 4 Block 66 of Original Town in Grand Island, Hall County, Nebraska.

A-I

EXHIBIT B

DESCRIPTION OF PROJECT

Rehabilitation and interior remodeling of the former Masonic Temple into mixed use commercial and residential space.

B- 1

EXHIBIT C
TIF INDEBTEDNESS

1. Principal Amount: \$236,000 [annual payment amounts assumed are \$15,733]
2. Payments: Semi-annually or more frequent, with payments limited to annual incremental taxes revenues from the project.
3. Interest Rate: Zero percent (0.00%)
4. Maturity Date: On or before December 31, 2030.

C-1

EXHIBIT D
PROJECT COSTS

All Project Costs payable from the proceeds of TIF indebtedness pursuant to the Act including:

1. Redevelopment Area rehabilitation and remodeling cost
2. Site demolition work and site preparation
3. Utility extensions, installation of gas, water, sewer and electrical lines and equipment
4. Façade improvements
5. Interior rehabilitation
6. Parking lot and sidewalk rehabilitation

D-1



City of Grand Island

Tuesday, May 27, 2014

Council Session

Item E-4

Public Hearing on Acquisition of Utility Easement in Section 13-11N-10 (Mid Plains Construction Co. – 418 N Webb Rd)

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

Council Agenda Memo

From: Terry Brown PE, Assistant Public Works Director

Meeting: May 27, 2014

Subject: Public Hearing on Acquisition of Utility Easement in Section 13-11N-10 (Mid Plains Construction Co. – 418 N Webb Rd)

Item #'s: E-4 & G-14

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

Background

Nebraska State Statutes stipulate that the acquisition of property requires a public hearing to be conducted with the acquisition approved by the City Council. A utility easement needs to be acquired within the lot at 418 N Webb Road to accommodate the development. The easement will allow for the construction, operation, maintenance, extension, repair, replacement, and removal of utilities within the easement.

Discussion

To allow for the development in progress at 418 N Webb Road the owner has dedicated an easement. The new easement will be twenty-five (25) feet wide and run from the property line near W North Front Street to the north property line adjacent to Webb Road. The attached sketch details where this easement will be located.

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 conduct a Public Hearing and approve acquisition of the Easement.



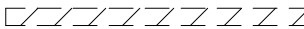
Sample Motion

Move to approve the acquisition of the Easement.

INSTRUMENT #2014-1400
FILED DATE 3/13/2014

INSTRUMENT #2014-0101
FILED DATE: 2/7/2014

LEGEND

-  FND PROP. CORNER
-  PROPERTY LINE
-  UTILITY EASEMENT

S01°22'27"E 286.80'

WEBB ROAD

S01° 22'27"E 286.95'

25' UTILITY EASEMENT



NOT TO SCALE

UTILITY EASEMENT

A 25' UTILITY EASEMENT LOCATED IN PART OF THE NORTHEAST QUARTER (NE1/4) OF SOUTHEAST QUARTER (SE1/4) OF SECTION THIRTEEN (13), TOWNSHIP ELEVEN (11) NORTH, RANGE TEN (10) WEST OF THE 6TH P.M., GRAND ISLAND, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE INTERSECTION OF THE WEST ROW OF WEBB ROAD AND THE NORTH ROW OF WEST NORTH FRONT STREET, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE ON AN ASSUMED BEARING OF S89°21'25"W ALONG THE NORTH RIGHT-OF-WAY OF WEST NORTH FRONT STREET A DISTANCE OF 25.00 FEET; THENCE N01°22'27"W A DISTANCE OF 286.80 FEET TO A POINT ON SOUTH LINE OF INSTRUMENT #2014-1400; THENCE N89°00'01"E A DISTANCE OF 25.00 FEET TO A POINT ON THE WEST ROW OF WEBB ROAD; THENCE S01°22'27"E A DISTANCE OF 286.95 FEET TO A POINT OF BEGINNING; SAID UTILITY EASEMENT CONTAINS A CALCULATED AREA OF 7173.30 SQUARE FEET OR 0.17 ACRES MORE OR LESS.

W. NORTH FRONT STREET

POB

S89°21'25"W 25.00'

S89°21'25"W 252.79'

PROJECT NO: 013-2217	25' UTILITY EASEMENT		201 East 2nd Street P.O. Box 1072 Grand Island, NE 68802-1072 TEL 308.384.8750 FAX 308.384.8752	EXHIBIT
DRAWN BY: LJW				1
DATE: 03/27/2014				



City of Grand Island

Tuesday, May 27, 2014

Council Session

Item E-5

**Public Hearing on Acquisition of Utility Easement for Sanitary
Sewer Tap District No. 530T – Sanitary Sewer Extension to
Interstate 80 (Bosselman Pump & Pantry, Inc.)**

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

Council Agenda Memo

From: Terry Brown PE, Assistant Public Works Director

Meeting: May 27, 2014

Subject: Public Hearing on Acquisition of Utility Easement for Sanitary Sewer Tap District No. 530T – Sanitary Sewer Extension to Interstate 80 (Bosselman Pump & Pantry, Inc.)

Item #'s: E-5 & G-15

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

Background

A public utility easement is needed to accommodate the extension of sanitary sewer to Interstate 80. The public utility easement will allow for the construction, operation, maintenance, extension, repair, replacement, and removal of sanitary sewer within the easement.

Such sanitary sewer district was created by City Council through Ordinance No. 9348 at the December 6, 2011 meeting.

Discussion

The purchase price of the necessary public utility easement is as follows, and has been agreed upon between the City and the property owner.

<i>Property Owner</i>	<i>Legal Description</i>	<i>Amount</i>
Bosselman Pump & Pantry, Inc.	THE EAST 30 FEET OF LOTS SEVEN (7), EIGHT (8), NINE (9) AND TEN (10), BLOCK ONE (1), AND THE EAST 30 FEET OF OUTLOT ONE (1), BLCOK TWO (2), ALL IN BOSSELVILLE SUBDIVISION, HALL COUNTY, NEBRASKA. SAID TRACT CONTAINS A CALCULATED AREA OF 29,556 SQUARE FEET OR 0.6749 ACRES MORE OR LESS. AND THE EAST 30 FEET OF A TRACT OF LAND AS DESCRIBED IN INSTRUMENT NO. 0201000476 OF THE	\$146,267.00

	REGISTER OF DEEDS OFFICE ONF HALL COUNTY, NEBRASKA. SAID TRACT CONTAINS A CALCULATED AREA OF 41,863 SQUARE FEET OR 0.961 ACRES MORE OR LESS.	
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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

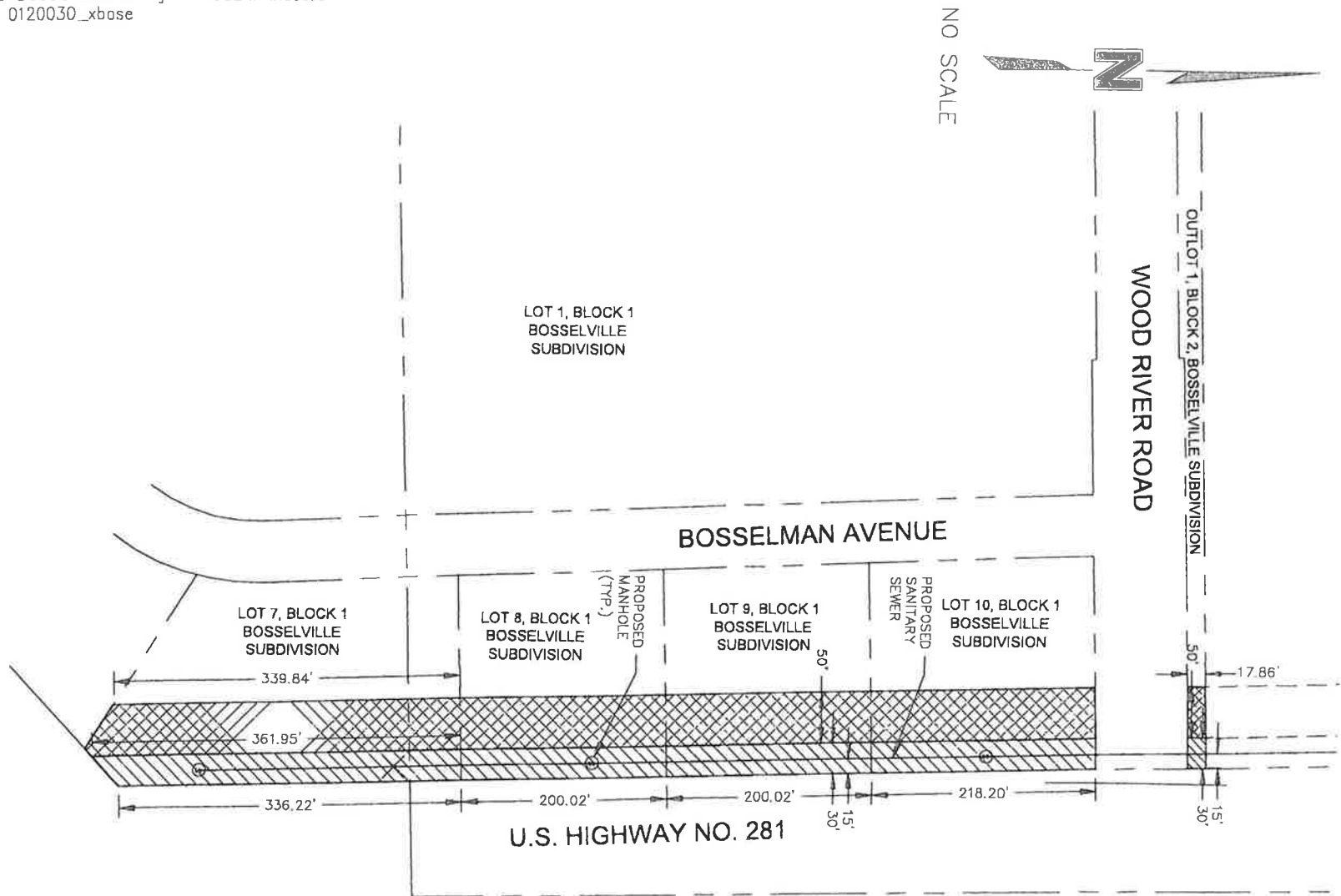
Recommendation

City Administration recommends that the Council approve acquisition of the necessary Public Utility Easement.

Sample Motion

Move to approve the acquisition of the necessary Public Utility Easement.

BOSELMAN, INC.



LEGAL DESCRIPTION OF PERMANENT EASEMENT
THE EAST 30 FEET OF LOTS SEVEN (7), EIGHT (8), NINE (9) AND TEN (10), BLOCK ONE (1), AND THE EAST 30 FEET OF OUTLOT ONE (1), BLOCK TWO (2), ALL IN BOSELVILLE SUBDIVISION, HALL COUNTY, NEBRASKA. SAID TRACT CONTAINS A CALCULATED AREA OF 29,556 SQUARE FEET OR 0.679 ACRES MORE OR LESS.

DWG: F:\Projects\012-1867_PBIN\Easements\0121867_EASE-BOSELMAN 2.dwg USER: lhusted
DATE: Mar 13, 2013 8:49am XREFS: 121867_pbase 0120030_xbase

PROJECT NO: 012-1867
DRAWN BY: LH
DATE: 03/13/2013

CITY OF GRAND ISLAND
EASEMENT

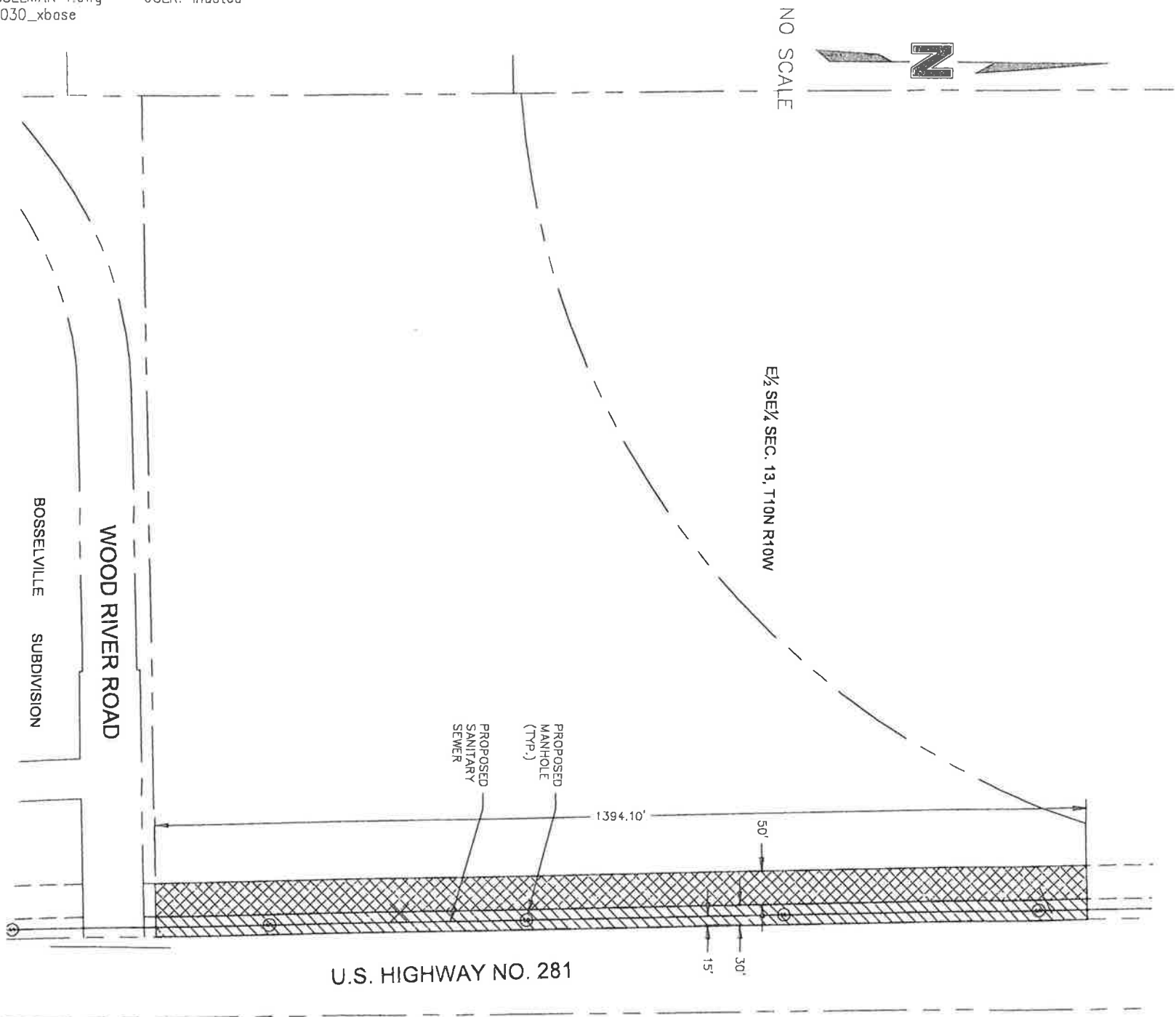
OLSSON
ASSOCIATES

2727 W. 2ND STREET
SUITE 105
HASTINGS, NE 68901
TEL 402.463.0240
FAX 402.463.0167

EXHIBIT
A


PERMANENT EASEMENT
TEMPORARY CONSTRUCTION EASEMENT

BOSSELMAN, INC.



LEGAL DESCRIPTION OF PERMANENT EASEMENT
THE EAST 30 FEET OF A TRACT OF LAND AS DESCRIBED IN INSTRUMENT NUMBER 0201000476 OF THE REGISTER OF DEEDS OFFICE OF HALL COUNTY, NEBRASKA.
SAID TRACT CONTAINS A CALCULATED AREA OF 41,863 SQUARE FEET OR 0.961 ACRES MORE OR LESS.

DWG: F:\Projects\012--1867_PBIN\Easements\0121867_EASE-BOSSELMAN 1.dwg USER: lhusted
DATE: Mar 13, 2013 8:40am XREFS: 121867_pbase 0120030_xbase

PROJECT NO: 012-1867		CITY OF GRAND ISLAND EASEMENT	 OLSSON ASSOCIATES 2727 W. 2ND STREET SUITE 105 HASTINGS, NE 68901 TEL 402.463.0240 FAX 402.463.0187	EXHIBIT A
DRAWN BY: LH				
DATE: 03/13/2013				

 PERMANENT EASEMENT
 TEMPORARY CONSTRUCTION EASEMENT



City of Grand Island

Tuesday, May 27, 2014

Council Session

Item F-1

#9488 – Consideration of Amending Chapter 16 of the Grand Island City Code Relative to Fire Protection

Staff Contact: Cory Schmidt, Fire Chief

Council Agenda Memo

From: Fred Hotz, Fire Prevention Division Chief

Meeting: May 27, 2014

Subject: Amendment to Various Sections of Chapter 16 of the Grand Island City Code Fire Protection

Item #'s: F-1

Presenter(s): Fred Hotz, Fire Prevention Division Chief

Background

The City of Grand Island has for generations adopted and enforced fire codes which regulate life and fire safety features of buildings within the City of Grand Island. The purpose of this code is to establish the minimum requirements consistent with nationally recognized good practice for providing a reasonable level of life safety and property protection from the hazards of fire, explosion or general dangerous conditions in new and existing building, structures and premises, and to provide safety to fire fighter and emergency responders during emergency operations.

In 2012, Council amended the fireworks ordinance to establish new sales and discharge times and date to begin in 2013.

Currently, there is language in the code that refers to alarm systems that no longer exist and no such future systems are predicted to exist.

Finally, in-home daycares have been regulated by the Nebraska Department of Health and Human Services, specifically the Child Division. As part of the licensure process for providers, DHHS requires a life safety inspection done by the State Fire Marshal's Office, or their appointed designee. The Grand Island Fire Department is a designee of the State Fire Marshal's Office for these life safety inspections. Requests for inspections are made directly to the City's Fire Prevention Bureau.

Discussion

The City previously adopted and enforces the 2003 edition of the International Fire Code (IFC) as published by the International Code Council. Recently the City Council adopted the 2012 edition of the International Building Code. The IFC is the "sister" code to this

building code. The IFC 2012 is the most current edition and the Administration is requesting that the City adopt the 2012 International Fire Code. The proposed ordinance will adopt the 2012 IFC with the specific provisions listed not being adopted.

To promote clarity and understanding, Administration is proposing to amend sections §16-13, §16-15, §16-16.1 and §16-22 to remove references to the year 2013. These sections were amended in 2012 by Council with the changes being in effect starting in 2013. As these sections are now in effect, it is best to remove the references to 2013 so as not to confuse the public.

False alarm language found in section §16-6, §16-7 and §16-8 is antiquated and needs to be updated to conform with the types of alarms in use today.

Administration is proposing to add two new provisions to Chapter 16 that govern in-home daycares. After DHHS upgraded the standards of care for home daycares a number of years ago, there were a large number of these daycares that were not in compliance with the new standards along with new home daycares. A provision was adopted to allow these existing and new home daycares a provisional license for up to 1 year during which time they were allowed to bring their homes into compliance with these new standards. Life Safety Compliance fell into this same one year provision. It is the determination of the Fire Prevention Bureau that home daycare services for children without some reasonable acceptable standard of safety should not be allowed in the City Of Grand Island. No other occupancy use is allowed this type of provisional license to come into compliance with safety standards. It is in the best interest of the children of the City for these proposed sections to be adopted.

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 Ordinance No. 9488 amending Chapter 16 of City Code.

Sample Motion

Move to approve Ordinance No. 9488.

ORDINANCE NO. 9488

An Ordinance to revise Chapter 16 of the Grand Island City Code; to amend Sections 16-1 and 16-3 to adopt the International Fire Code; to delete Sections 16-3.1, 16-3.2, and 16-3.3 and to renumber and amend Section 16-3.4 pertaining to the International Fire Code; to add a new Section 16-3.2 pertaining to the definition of Care Facilities Within a Dwelling; to delete Sections 16-6 and 16-7 and to amend Section 16-8 pertaining to fire alarms; to amend Sections 16-13; 16-15; 16-16; 16-16.1 and 16-22; and to add Article VII, Sections 16-31 and 16-32; to repeal Sections 16-1; 16-3; 16-3.1; 16-3.2; 16-3.3; 16-3.4; 16-6; 16-7; 16-8; 16-13; 16-15; 16-16.1 and 16-22 as now existing, and 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. Sections 16-1; 16-3; 16-3.1; 16-3.2; 16-3.3; 16-3.4; 16-6; 16-7; 16-8; 16-13; 16-15; 16-16; 16-16.1 and 16-22 of the Grand Island City Code are hereby amended to read as follows:

CHAPTER 16 FIRE PROTECTION

Article I. General

§16-1. International Fire Code (IFC) Adopted

The International Fire Code, 2012~~03~~ Edition, published by the International Code Council, is hereby adopted, except for such portions as heretofore or hereafter have been deleted, modified, or amended by ordinance and set forth in this Code. The following sections of the Appendix shall also be adopted:

- Appendix B – Fire Flow Requirements for Buildings
- Appendix C – Fire Hydrant Locations and Distribution
- Appendix D – Fire Apparatus Access Roads
- Appendix E – Hazard Categories

Approved as to Form	<input type="checkbox"/> _____
May 22, 2014	<input type="checkbox"/> City Attorney

Appendix F – Hazard Rankings

Appendix I - Fire Protection Systems-Noncompliant Conditions

One copy of said Code shall be filed in the office of the City Clerk as provided by law.

§16-3. International Fire Code (IFC); Sections And Chapters Not Adopted

It is especially provided that the following chapters, sections, and/or portions of the International Fire Code adopted pursuant to Section 16-1 above, are not adopted or approved, and the same shall be of no force and effect in accordance with state statutes:

Section 105 – Permits

Section 108 – Board of Appeals

Chapter 11 – Construction Requirements for Existing Buildings

Chapter ~~6138~~ – Liquefied Petroleum Gases

~~Appendix A – Board of Appeals~~

~~Appendix G – Cryogenic Fluids – Weight and Volume Equivalents~~

§16-3.1. IFC – Amendment of Section 102.3 Repealed

Section 102.3 of the International Fire Code is hereby amended to read as follows:

~~102.3 Change of use or occupancy. The provisions of the International Building Code shall apply to all buildings undergoing a change of occupancy.~~

§16-3.2. IFC – Amendment of Section 102.4 Repealed

Section 102.4 of the International Fire Code is hereby amended to read as follows:

~~102.4 Application of building code. The design and construction of new structures shall comply with the International Building Code. Repairs, alterations and additions to existing structures shall comply with the International Building Code.~~

§16-3.3. IFC – Amendment of Section 102.5 Repealed

Section 102.5 of the International Fire Code is hereby amended to read as follows:

~~102.5 Historic buildings. The construction, alteration, repair, enlargement, restoration, relocation or movement of existing buildings or structures that are designated as historic buildings when such buildings or structures do not constitute a distinct hazard to life or property shall be in accordance with the provisions of the International Building Code.~~

§16-3.41. IFC – Amendment of Section 109.43

Section 109.43 of the International Fire Code is hereby amended to read as follows:

109.43 Violation penalties. Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the fire code official, or of a permit or certificate used under provisions of this code, shall be subject to penalties as prescribed by law. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

§16-3.2. IFC – Amendment of Chapter 2 Definitions

Definition of Residential Group R-3, subsection Care Facilities Within a Dwelling, of the International Fire Code is hereby amended to read as follows:

Care facilities for five or fewer persons receiving care that are within a single-family dwelling are permitted to comply with the International Residential Code.

§16-6. Fire Alarm System; Tampering Repealed

~~Any person who shall in any manner break, mar, or without authority tamper with or in any manner interfere with any of the poles, wires, fire alarm boxes, fixtures, apparatus or machinery belonging or appertaining to the fire alarm system in the city or who shall mutilate or destroy any notices or printed, written or partly printed and partly written matter that may be posted up relating to the same shall be deemed guilty of a misdemeanor.~~

§16-7. Fire Alarm Systems; Keys Repealed

~~Any person who shall make or cause to be made any duplicate of any key belonging or in any manner pertaining to the City fire alarm system without first having obtained the permission of the city council shall be deemed guilty of a misdemeanor.~~

§16-8. False Alarms

Any person who shall activate ~~cause~~ any fire alarm system ~~to be struck~~ knowing such alarm to be false without the permission of the mayor or chief of the fire department shall be deemed guilty of a misdemeanor.

Article II. Fireworks

§16-13. Permit to Sell Fireworks

It shall be unlawful for any person to sell or offer for sale permissible fireworks in the City without first making application to the Fire Administration Office (City Hall) for a permit and receiving a permit to do so from the Life Safety Division. ~~Beginning in 2013, such Permits shall require that applicants disclose any location within the geographic boundaries of the City where they are storing fireworks for sale. Beginning in 2013 such Permits shall require applicants to offer proof of a valid liability insurance policy of at least one million dollars (\$1,000,000.00) naming the City as an additional insured party. This policy must be in full force and effect for the entire period of lawful fireworks sales as set forth in §16-15. Such permits shall be in accordance with the City of Grand Island Fee Schedule and shall be valid for the calendar year in which issued, and shall at all times be displayed at the place of business of the holder thereof. Such permits shall not be transferable.~~

§16-15. Dates and Times of Lawful Sale

Permissible fireworks may be sold or offered for sale in the City of Grand Island on June 28~~7~~ through and including July 4 of each year. ~~Beginning in 2013 and each year thereafter permissible fireworks may be sold or offered for sale in the City of Grand Island on June 28 through and including July 4. Beginning in 2013~~
Permissible fireworks may only be sold during the following times:

June 28 through July 2 – 8:00 a.m. to 10:00 p.m.

July 3 – 8:00 a.m. to 11:00 p.m.

July 4 – 8:00 a.m. to midnight

§16-16. Temporary Fireworks Stands

Any person having obtained a permit to sell permissible fireworks may sell or offer for sale such fireworks only from a temporary stand or enclosure erected or placed on real estate for that purpose. No fireworks shall be sold from permanent buildings or structures in the City. If fireworks are to be sold from a temporary stand or enclosure, such stand or enclosure shall be of wood or steel frame construction covered with metal or wood. Any temporary enclosure or stand shall be permitted only in those areas of the City zoned for business or manufacturing, and only after a permit is obtained from the Life Safety Division for the erection or placement of such temporary enclosures or stands. Such temporary enclosures or stands shall be permitted to remain on real estate where permissible fireworks are sold for only the period beginning on June 22 through and including July 9 of each year. Any such temporary stand or enclosure shall not be located closer than twenty-five feet from any building, and at least one hundred feet from any station where gasoline and oil for motor vehicles is sold. Such temporary stand or enclosure shall not exceed five hundred square feet in size. Such temporary enclosures shall only be permitted as an accessory to a permitted principal use on improved property, no vacant lots shall be utilized for sale of fireworks. Temporary stands with customer openings adjacent to a public street or sidewalk shall maintain a ten (10) foot setback to protect customers from traffic on the adjacent street or sidewalk.

§16-16.1. Signage Required

Smoking shall not be permitted inside or within 50 feet of the temporary fireworks stand or sales area. At least one sign that reads as follows, in letters at least 2 inches in height on a contrasting background, shall be conspicuously posted on the exterior of each side of the fireworks stand:

NO SMOKING WITHIN FIFTY FEET OR
DISCHARGE OF FIREWORKS
WITHIN THREE HUNDRED FEET
OF THE PREMISES

In addition to the "no smoking" sign, at least one sign, 2 foot by 3 foot in size, on a contrasting background, shall be posted on the exterior of the fireworks stand that reads as follows:

~~THE GRAND ISLAND CITY CODE ALLOWS
FIREWORKS TO BE DISCHARGED ONLY ON THE
FOLLOWING DATES AND TIMES:~~

~~June 27 through July 3 — 8:00 a.m. to 11:00 p.m.~~

~~July 4 — 8:00 a.m. to midnight~~

~~Beginning in 2013 and each year thereafter the language of the sign listed immediately above shall be altered to read as follows:~~

THE GRAND ISLAND CITY CODE ALLOWS
FIREWORKS TO BE DISCHARGED ONLY ON THE
FOLLOWING DATES AND TIMES:

June 28 through July 2 – 8:00 a.m. to 10:00 p.m.
July 3 – 8:00 a.m. to 11:00 p.m.
July 4 – 8:00 a.m. to midnight

§16-22. Discharge of Fireworks

Permissible fireworks may be discharged, exploded, or used in the City of Grand Island on June 28~~7~~ through and including July 4 of each year; provided that on such days the discharge and explosion of fireworks shall be permitted during the following times:

~~June 27 through July 3..... 8 a.m. to 11 p.m.~~
~~July 4..... 8 a.m. to midnight~~

~~Beginning in 2013 and each year thereafter, the following fireworks and discharge schedule shall be in effect:~~

June 28 through July 2 8:00 a.m. to 10:00 p.m.
July 3 8:00 a.m. to 11:00 p.m.
July 4 8:00 a.m. to midnight

The discharge of fireworks within the City of Grand Island on any dates or times other than as set out in this section shall require a permit from the Life Safety Division. Public exhibition applications shall be accompanied by documentation of a display license issued by the State Fire Marshal. Private party display applications will not require a State Fire Marshal license, but displays will be limited to permissible fireworks as described in §16-20 of this Article. Applicant shall also show that there will not be any substantial danger to people or property. Factors that will be considered when reviewing an application will include, but not be limited to, where the fireworks will be discharged, the procedures used to discharge the fireworks and the qualifications of the individuals discharging the fireworks.

SECTION 2. Article VII, Sections 16-31 and 16-32 is hereby added to the Grand Island

City Code to read as follows:

Article VII. Home Day Care

§16-31. Definition and Scope

For purposes of this section, *Home Day Care* shall be defined by NFPA 101 (Life Safety Code).

§16-32. Life Safety Inspection and Occupancy Permit

For a new Home Day Care service, an application for occupancy shall be requested by owner of record. Only after a fire code official has conducted associated inspections indicating

ORDINANCE NO. 9488 (Cont.)

the applicable provisions of the life and fire safety codes have been met shall new home day care services be permitted and or conducted.

SECTION 3. The foregoing sections of Chapter 16 as existing prior to this amendment, and any ordinances or parts of ordinances in conflict herewith, are repealed.

SECTION 4. The validity of any section, subsection, sentence, clause, or phrase of this ordinance shall not affect the validity or enforceability of any other section, subsection, sentence, clause, or phrase thereof.

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

Enacted: May 27, 2014.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, May 27, 2014

Council Session

Item F-2

#9489 - Consideration of Approving Bond Anticipation Notes for Street Improvement Districts

Staff Contact: Jaye Monter, Finance Director

Council Agenda Memo

From: Jaye Monter, Finance Director

Meeting: May 27, 2014

Subject: Approving Bond Anticipation Notes Webb Road Street Improvement District No. 1260 and Westgate Road Paving District No. 1261

Item #'s: F-2

Presenter(s): Jaye Monter, Finance Director
Bruce Lefler-Ameritas Investment Corp.

Background

Street Improvement District No. 1260 was created by the City Council on February 12, 2013. On April 9, 2013, resolution 2013-107 approved the continuation of such street improvement district. On March 11, 2014, resolution 2014-53 awarded the construction contract to Diamond Engineering Company for \$1,361,451.80.

The District consists of South Webb Road extending north from Stolley Park Road to the Union Pacific Railroad tracks. The project consists of widening the roadway from 24' to 41' for a 3-lane section with improved drainage and elimination of the ditch section. This project was estimated at \$1.7 million total project costs (including engineering, construction, construction testing and services, etc.) and would be assessed to adjacent property owners.

Street Improvement District No. 1261 was created by the City Council on April 23, 2013. On May 28, 2013, resolution 2013-156 approved the continuation of such street improvement district. On March 11, 2014, resolution 2014-54 awarded the construction contract to Diamond Engineering Company for \$510,539.96.

The District will consist of Westgate Road extending east from North Road to the existing hard surface portion of Westgate Road. This area was platted in November 1987. The project would consist of paving, as well as connecting the initial phase of the Moores Creek Drainway to this area and eliminating the ditch section. The total project was estimated at \$580,000.00 (including construction, engineering, construction testing and services, etc.) and would be assessed to adjacent property owners. All property owners in this proposed district signed the district creation petition form.

Creation Ordinance #		Construction	Contract Engineering	City Staff Engineering	Total
9420	Webb Rd SID #1260	\$ 1,361,451.80	\$ 127,700.00	\$ 147,108.75	\$ 1,636,260.55
9427	Westgate Rd SID #1261	\$ 510,539.96	\$ 58,574.05	\$ -	\$ 569,114.01
					\$ 2,205,374.56

Discussion

During the 2013-2014 Budget as noted on page 92 of the Budget Summary III book along with continued discussion of bond financing options at the March 11, 2014 Council meeting for these two street improvement districts, Bond Anticipation Notes (BANs) will be issued in the amount of \$2,230,000 allowing for the funding of the project expenses at short term interest rates, for a two year term. In today's environment, the interest rates on the BANs should be less than 0.50%.

State statutes require that the permanent financing for Street Improvement and Paving projects cannot be put in place until the Certificate of Substantial Completion be obtained from the engineer. After the project is complete and any assessments have been levied, the permanent financing will be put into place to redeem the outstanding BANs. The permanent financing will be sized to include paid special assessments which will reduce the final bond size.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the issuance of Bond Anticipation Notes in the amount of \$2,230,000.

Sample Motion

Move to approve the issuance of Bond Anticipation Notes in the amount of \$2,230,000.

ORDINANCE NO. 9489

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF BOND ANTICIPATION NOTES, SERIES 2014, OF THE CITY OF GRAND ISLAND, NEBRASKA, OF THE PRINCIPAL AMOUNT OF NOT TO EXCEED TWO MILLION TWO HUNDRED THIRTY THOUSAND DOLLARS (\$2,230,000) FOR THE PURPOSE OF PROVIDING INTERIM FINANCING FOR A PORTION OF THE COSTS OF CONSTRUCTING IMPROVEMENTS IN STREET IMPROVEMENT DISTRICT NO. 1260 AND STREET IMPROVEMENT DISTRICT NO. 1261 PENDING THE ISSUANCE OF PERMANENT GENERAL OBLIGATION BONDS; PRESCRIBING THE FORM OF SAID NOTES; AGREEING TO ISSUE GENERAL OBLIGATION BONDS TO PAY THE NOTES AT MATURITY OR TO PAY THE NOTES FROM OTHER AVAILABLE FUNDS; ENTERING INTO A CONTRACT ON BEHALF OF THE CITY WITH THE HOLDERS OF SAID NOTES; AND ORDERING THIS ORDINANCE PUBLISHED IN PAMPHLET FORM.

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

Section 1. The Mayor and City Council hereby find and determine:

(a) That by Ordinance Nos. 9420 and 9421 of the City heretofore adopted, Street Improvement District No. 1260 and Street Improvement District No. 1261 have heretofore been created;

(b) That for certain street and related improvements in Street Improvement District Nos. 1260 and 1261, the engineers of the City have prepared estimates for the cost of construction of the improvements in the aforesaid Districts, have taken bids for the project and contracts have been let in the approximate amount of \$1,871,990, design and engineering costs of approximately \$333,382 will be incurred, plus costs of issuance and underwriting and a portion of interest to accrue on said notes during construction estimated at a net amount of \$24,628, for total estimated costs of \$2,230,000; that the construction of the aforesaid improvements is expected to be completed by November 1, 2015;

(c) That it is necessary for the City to have funds available to meet its payment obligations under the terms of contracts for the cost of the improvements to be constructed relative to the aforesaid improvement districts and to meet its obligations to provide interim financing therefor, it is necessary and advisable that the City now issue its notes in the principal amount of not to exceed \$2,230,000 pending permanent financing pursuant to Sections 16-623 and 16-626 R.R.S. Neb. 2012, and other applicable Sections; that the City has authority under Section 10-137, R.R.S. Neb. 2012 to issue notes for the purpose of providing interim financing for the construction of said improvements, including a portion of the interest

to accrue on such notes and the costs of issuance thereof, all as set out above; that all conditions, acts and things required by law to exist or to be done precedent to the issuance of Bond Anticipation Notes, Series 2014, in the amount of not to exceed \$2,230,000, to pay a portion of the costs of the aforesaid improvements, the costs of issuance of said notes and a portion of the interest to accrue on said notes, do exist and have been done as required by law.

Section 2. For the purpose of providing interim financing for the costs set out in Section 1 pending the issuance of permanent general obligation various purpose bonds by the City of Grand Island, there shall be and there are hereby ordered issued bond anticipation notes of the City of Grand Island, Nebraska, to be known as "Bond Anticipation Notes, Series 2014" of the aggregate principal amount of not to exceed Two Million Two Hundred Thirty Thousand Dollars (\$2,230,000) (herein referred to as the "Notes" or the "notes"), consisting of fully registered notes numbered from 1 upwards in the order of issuance, in the denomination of \$5,000 each, or integral multiples thereof; said Notes shall bear as date of original issue their date of delivery, each of said Notes shall mature on such date, shall bear interest at the rate or rates per annum and be issued in such principal amount as shall be determined in a written designation (the "Designation") signed by the Mayor or City Treasurer/Finance Director of the City (the "Authorized Officers") on behalf of the City Council of the City and which may be agreed to by Ameritas Investment Corp. (the "Underwriter"), which Designation may also determine or modify pricing terms as set forth in Section 6 below, all within the following limitations:

- (a) the aggregate principal amount of the Notes shall not exceed \$2,230,000;*
- (b) the aggregate amount of original issue premium and original issue discount (if any) may result in an aggregate net original issue discount (if any) not in excess of one percent (1.00%) of the stated principal amount of the Notes;*
- (c) the maturity of the Notes may not be later than July 1, 2016;*
- (d) the true interest cost of the Notes shall not exceed 1.50%;*

The Authorized Officers (or any one of them) are hereby authorized to make such determinations on behalf of the City Council and to evidence the same by execution and delivery of the Designation and such determinations, when made and agreed to by the Underwriter, shall constitute the action of the City Council without further action of the City Council.

Interest on the Notes shall be payable semiannually on May 15 and November 15 of each year, commencing November 15, 2014 (or such other dates as may be determined in the Designation, each of said dates an "Interest Payment Date") and the Notes shall bear such interest from the date of original issue or the most recent Interest Payment Date, whichever is later. The interest due on each Interest Payment Date shall be payable to the registered owners of record as of the close of business on the fifteenth day immediately preceding the Interest Payment Date (the "Record Date"), subject to the provisions of Section 4 hereof. The Notes shall be numbered from 1 upwards in the order of their issuance. No Note shall be issued originally or upon transfer or partial redemption having more than one principal maturity.

Also provided, however, the City reserves the right to redeem any or all of said notes prior to maturity anytime on or after May 15, 2015 (or such other redemption date as may be determined in the Designation), upon not less than thirty days written notice, at par and accrued interest to the date fixed for redemption. Such notice of call for redemption shall be sufficient if it has been sent to a registered holder of said note or notes by first class mail addressed to the registered address of said registered holder. If less than all of the notes are called and redeemed, such notes shall be called in increments of \$5,000 or integral multiples thereof. If less than all of the principal amount of any outstanding note is called for redemption, in such case upon the surrender of such note called for payment, there shall be issued to the registered owner of said note, without charge therefor, a registered note or notes for the unpaid principal balance in any of the authorized denominations authorized by this ordinance.

The principal of said notes and any interest due on said notes upon maturity or earlier call for redemption shall be payable at the corporate office of Cornerstone Bank, in York, Nebraska, as Paying Agent and Registrar, upon presentation and surrender of the note or notes when due or when called for payment prior to maturity.

Section 3. The Cornerstone Bank, in York, Nebraska, is hereby designated as Paying Agent and Registrar for the Bond Anticipation Notes herein ordered issued and is hereby authorized to make payments of interest and principal from funds available for such purposes as provided herein as the same fall due. The Paying Agent and Registrar shall keep and maintain for the City books for the registration and transfer of the Notes. The names and registered addresses of the registered owner or owners of the Notes

shall at all times be recorded in such books. Any Note may be transferred pursuant to its provisions by said Paying Agent and Registrar by surrender of such Note for cancellation, accompanied by a written instrument of transfer, in form satisfactory to said Paying Agent and Registrar, duly executed by the registered owner in person or by such owner's duly authorized agent, and thereupon the Paying Agent and Registrar on behalf of the City will deliver (or send by registered mail to the transferee owner or owners thereof at such transferee owner's or owners' risk and expense), registered in the name of such transferee owner or owners, a new note or notes of the same series, interest rate, aggregate principal amount and maturity. To the extent of the denominations authorized for the notes by this ordinance, one note may be transferred for several such notes of the same series, interest rate and maturity, and for a like aggregate principal amount, and several such notes may be transferred for one or several such notes, respectively of the same series, interest rate and maturity and for a like aggregate principal amount. In every case of transfer of a note, the surrendered note shall be cancelled and destroyed. All notes issued upon transfer of the notes so surrendered shall be valid obligations of the City evidencing the same obligations as the notes surrendered and shall be entitled to all the benefits and protection of this ordinance to the same extent as the notes upon transfer of which they were delivered. The City and said Paying Agent and Registrar shall not be required to transfer any note called for redemption for a period of 30 days next preceding the date fixed for redemption.

Section 4. Said Notes shall not be valid and binding on the City until authenticated by the Paying Agent and Registrar.

Section 5. Said notes shall be substantially in the following form:

UNITED STATES OF AMERICA
STATE OF NEBRASKA
COUNTY OF HALL

BOND ANTICIPATION NOTE
OF THE CITY OF GRAND ISLAND, NEBRASKA
SERIES 2014

No. R-1

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Date of</u> <u>Original Issue</u>	<u>CUSIP</u>
_____%	_____, 20__	_____, 2014	_____

Registered Owner: Cede & Co.
13-2555119

Principal Amount: _____ THOUSAND DOLLARS (\$_____)

KNOW ALL PERSONS BY THESE PRESENTS: That the City of Grand Island, in the County of Hall, in the State of Nebraska, hereby acknowledges itself to owe and for value received promises to pay to the registered owner shown above and as shown on the registration books of the City on the maturity date shown above, the principal amount shown above in lawful money of the United States of America with interest thereon to maturity (or earlier redemption) from the date of original issue or most recent Interest Payment Date, whichever is later, at the rate per annum specified above, payable semiannually on May 15 and November 15 of each year, commencing November 15, 2014 (each of said dates an "Interest Payment Date"). Said interest shall be computed on the basis of a 360-day year consisting of twelve 30-day months. The principal of this note and any interest due upon maturity or earlier call for redemption are payable at the corporate office of Cornerstone Bank, as Paying Agent and Registrar, in York, Nebraska, upon presentation and surrender of the note when due or when called for payment prior to maturity.

This note is redeemable at the option of the City prior to maturity at any time on or after May 15, 2015 at par and accrued interest to date fixed for redemption. Notice of call of any note for redemption prior to maturity shall be sufficient if given in writing and mailed by first class mail, postage prepaid, to the registered owner at the address shown on the note register not less than thirty days prior to the date fixed for redemption.

This note is one of an issue of notes numbered from 1 upwards in order of issuance, of the total principal amount of _____ (\$_____) in the denomination of \$5,000 or integral multiples thereof, of even date and like tenor herewith, issued by the City of Grand Island for the purpose of providing interim financing to pay a portion of the cost of improvements in Street Improvement District No. 1260 and Street Improvement District No. 1261, including the cost of issuance of said notes and a portion of the interest to accrue on said notes, pending the issuance of permanent general obligation bonds. The issuance of this note and the other notes of this issue has been lawfully authorized by ordinance duly passed, signed and published by the Mayor and City Council of said City in strict compliance with Sections 16-623, 16-626 and 10-137, R.R.S. Neb. 2012, and all other applicable laws.

The City agrees that the principal and interest of this note shall be payable from the proceeds of the issuance and sale of its general obligation bonds, the issuance and sale of its bond anticipation notes, or from other monies of the City lawfully available for such purposes.

The City reserves the right to issue additional bond anticipation notes for the purpose of paying the balance of the costs of the projects financed in part by this issue of notes or of other improvement projects of the City, for the purpose of refunding the notes of this issue at or prior to maturity and for the purpose of paying for additional improvements for the City. The ordinance under which these notes are issued constitutes an irrevocable contract between the City and the holders of all of said notes and said contract cannot be changed or altered without the written consent of the holders of seventy-five percent (75%) in principal amount of the notes of this series then outstanding.

AS PROVIDED IN THE ORDINANCE REFERRED TO HEREIN, UNTIL THE TERMINATION OF THE SYSTEM OF BOOK-ENTRY-ONLY TRANSFERS THROUGH THE DEPOSITORY TRUST COMPANY, NEW YORK, NEW YORK (TOGETHER WITH ANY SUCCESSOR SECURITIES DEPOSITORY APPOINTED PURSUANT TO THE ORDINANCE, "DTC"), AND NOTWITHSTANDING ANY OTHER PROVISIONS OF THE ORDINANCE TO THE CONTRARY, A PORTION OF THE PRINCIPAL AMOUNT OF THIS NOTE MAY BE PAID OR REDEEMED WITHOUT SURRENDER HEREOF TO THE REGISTRAR. DTC OR A NOMINEE, TRANSFEREE OR ASSIGNEE OF DTC OF THIS NOTE MAY NOT RELY UPON THE PRINCIPAL AMOUNT INDICATED HEREON AS THE PRINCIPAL AMOUNT HEREOF OUTSTANDING AND UNPAID. THE PRINCIPAL AMOUNT HEREOF OUTSTANDING AND UNPAID SHALL FOR ALL PURPOSES BE THE AMOUNT DETERMINED IN THE MANNER PROVIDED IN THE ORDINANCE.

UNLESS THIS NOTE IS PRESENTED BY AN AUTHORIZED OFFICER OF DTC (A) TO THE REGISTRAR FOR REGISTRATION OF TRANSFER OR EXCHANGE OR (B) TO THE REGISTRAR FOR PAYMENT OF PRINCIPAL, AND ANY NOTE ISSUED IN REPLACEMENT HEREOF OR SUBSTITUTION HEREFOR IS REGISTERED IN THE NAME OF DTC AND ANY PAYMENT IS MADE TO DTC OR ITS NOMINEE, ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL BECAUSE ONLY THE REGISTERED OWNER HEREOF, DTC OR ITS NOMINEE, HAS AN INTEREST HEREIN.

This note shall not be valid and binding on the City until authenticated by the Paying Agent and Registrar.

IT IS HEREBY CERTIFIED AND WARRANTED that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this note did exist, did happen and were done and performed in regular and due form and time as provided by law.

IN WITNESS WHEREOF the Mayor and Council of the City of Grand Island, Nebraska, have caused this note to be executed on behalf of the City with the manual or facsimile signatures of the Mayor and the City Clerk and by causing the official seal of the City to be impressed or imprinted hereon, all as of the date of original issue specified above.

CITY OF GRAND ISLAND, NEBRASKA

Mayor

ATTEST:

City Clerk
(SEAL)

CERTIFICATE OF AUTHENTICATION

This note is one of the notes of the issue designated therein and issued under the provisions of the ordinance authorizing said issue.

CORNERSTONE BANK
YORK, NEBRASKA
Paying Agent and Registrar

Authorized Signature

(Form of Assignment)

For value received _____ hereby sells, assigns and transfers unto _____ the within mentioned note and hereby irrevocably constitutes and appoints _____, attorney, to transfer the same on the books of registration in the office of the within-in mentioned Paying Agent and Registrar with full power of substitution in the premises.

Dated: _____

Registered Owner(s)

Witness: _____

Note: The signature of this assignment must correspond with the name as written on the face of the within-mentioned note in every particular, without alteration, enlargement or any change whatsoever.

Section 6. Each of the Notes shall be executed on behalf of the City with the manual or facsimile signatures of the Mayor and the City Clerk and shall have imprinted thereon the City's seal (which may be a facsimile seal). The Notes shall be issued initially as "book-entry-only" notes using the services of The Depository Trust Company ("DTC"), with one typewritten note certificate per maturity being issued to DTC. In such connection, said officers are authorized to execute and deliver a Letter of Representations in the form required by DTC (including any blanket letter previously executed and delivered by the City), for and on behalf of the City, which shall thereafter govern matters with respect to registration, transfer, payment and redemption of the Notes. Upon the issuance of the Notes as "book-entry-only" notes, the following provisions shall apply:

(a) The City and the Paying Agent and Registrar shall have no responsibility or obligation to any broker-dealer, bank or other financial institution for which the Depository holds Notes as securities depository (each, a "Bond Participant") or to any person who is an actual purchaser of a Note from a Bond Participant while the Notes are in book-entry form (each, a "Beneficial Owner") with respect to the following:

- (i) the accuracy of the records of the Depository, any nominees of the Depository or any Bond Participant with respect to any ownership interest in the Notes,
- (ii) the delivery to any Bond Participant, any Beneficial Owner or any other person, other than the Depository, of any notice with respect to the Notes, including any notice of redemption, or
- (iii) the payment to any Bond Participant, any Beneficial Owner or any other person, other than the Depository, of any amount with respect to the Notes.

The Paying Agent and Registrar shall make payments with respect to the Notes only to or upon the order of the Depository or its nominee, and all such payments shall be valid and effective fully to satisfy and discharge the obligations with respect to such Notes to the extent of the sum or sums so paid. No person other than the Depository shall receive an authenticated Note, except as provided in (e) below.

(b) Upon receipt by the Paying Agent and Registrar of written notice from the Depository to the effect that the Depository is unable or unwilling to discharge its responsibilities, the Paying Agent and Registrar shall issue, transfer and exchange Notes requested by the Depository in appropriate amounts. Whenever the Depository requests the Paying Agent and Registrar to do so, the Paying Agent and Registrar will cooperate with the Depository in taking appropriate action after reasonable notice (i) to arrange, with the prior written consent of the City, for a substitute depository willing and able upon reasonable and customary terms to maintain custody of the Notes or (ii) to make available Notes registered in whatever name or names the Beneficial Owners transferring or exchanging such Notes shall designate.

(c) If the City determines that it is desirable that certificates representing the Notes be delivered to the Bond Participants and/or Beneficial Owners of the Notes and so notifies the Paying Agent and Registrar in writing, the Paying Agent and Registrar shall so notify the Depository, whereupon the Depository will notify the Bond Participants of the availability through the Depository of note certificates representing the Notes. In such event, the Paying Agent and Registrar shall issue, transfer and exchange note certificates representing the Notes as requested by the Depository in appropriate amounts and in authorized denominations.

(d) Notwithstanding any other provision of this Ordinance to the contrary, so long as any Note is registered in the name of the Depository or any nominee thereof, all payments with respect to such Note and all notices with respect to such Note shall be made and given, respectively, to the Depository as provided in the Letter of Representations.

(e) Registered ownership of the Notes may be transferred on the books of registration maintained by the Paying Agent and Registrar, and the Notes may be delivered in physical form to the following:

(i) any successor securities depository or its nominee;

(ii) any person, upon (A) the resignation of the Depository from its functions as depository or (B) termination of the use of the Depository pursuant to this Section.

(f) In the event of any partial redemption of a Note unless and until such partially redeemed Note has been replaced in accordance with the provisions of this Ordinance, the books and records of the Paying Agent and Registrar shall govern and establish the principal amount of such Note as is then outstanding and all of the Notes issued to the Depository or its nominee shall contain a legend to such effect.

If for any reason the Depository resigns and is not replaced, the City shall immediately provide a supply of printed note certificates for issuance upon the transfers from the Depository and subsequent transfers or in the event of partial redemption. In the event that such supply of certificates shall be insufficient to meet the requirements of the Paying Agent and Registrar for issuance of replacement Notes upon transfer or partial redemption, the City agrees to order printed an additional supply of certificates and to direct their execution by manual or facsimile signature of its then duly qualified and acting Mayor and City Clerk of such City. In case any officer whose signature or facsimile thereof shall appear on any Note shall cease to be such officer before the delivery of such Note (including any note certificates delivered to the Paying Agent and Registrar for issuance upon transfer or partial redemption), such signature or such facsimile signature shall nevertheless be valid and sufficient for all purposes the same as if such officer or officers had remained in office until the delivery of such Note. The Notes shall not be valid and binding on the

City until authenticated by the Paying Agent and Registrar. The City Treasurer shall cause the Notes to be registered and authenticated. Upon execution, registration and authentication of the Notes, the City Treasurer is authorized to deliver them to Ameritas Investment Corp., as the initial purchaser thereof, upon receipt of 99.10% of the principal amount of the Notes (or such other amount as may be determined in the Designation) plus accrued interest thereon to date of payment for the Notes. Said initial purchaser shall have the right to direct the registration of the Notes and the denominations thereof within each maturity, subject to the restrictions of this Ordinance. The Mayor is hereby authorized to execute the Note Purchase Agreement with respect to the Notes.

Section 7. The City covenants and agrees that it will take all steps required to complete the improvements described in Section 1 hereof in a manner to allow it to issue and sell its various purpose bonds or other bonds. The City further covenants and agrees to issue and sell its various purpose bonds or other bonds in a sufficient amount and at such times as will enable it to take up and pay off the bond anticipation notes herein ordered issued, both principal and interest, at or prior to maturity, to the extent not paid from other sources.

Section 8. The City hereby reserves the right to issue additional bond anticipation notes for the purpose of paying the balance of the cost of the projects of the City set out in Section 1 hereof, for the purpose of refunding the Notes herein ordered issued at or prior to maturity or for the purpose of paying for additional improvements for the City.

Section 9. The City Clerk shall make and certify a complete transcript of the proceedings had and done by said City precedent to the issuance of said Notes which shall be delivered to the purchaser of the Notes. After being executed by the Mayor and Clerk said Notes shall be delivered to the City Treasurer who shall be responsible therefor under her official bond. The City Treasurer is authorized and directed to deliver said Notes to the purchaser upon receipt of payment of the purchase price in accordance with the contract of the City with said purchaser.

Section 10. The City hereby covenants to the purchasers and holders of the Notes that it will make no use of the proceeds of said Notes issue, including money held in any sinking fund attributable to said Notes which would cause the Notes to be arbitrage bonds within the meaning of the Internal Revenue

Code of 1986, as amended, and further covenants and agrees to take all actions necessary under current federal law to maintain the tax-exempt status (as to taxpayers generally) of interest payable on the Notes. The City hereby authorizes the Mayor or City Treasurer to designate the Notes as its “qualified tax-exempt obligations” under Section 265(b)(3)(B)(i)(III) of the Internal Revenue Code of 1986, as amended, and provide such covenants and warranties as determined necessary or appropriate in connection therewith.

Section 11. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this ordinance.

Section 12. All ordinances, resolutions or orders, or parts thereof, in conflict with the provisions of this Ordinance are to the extent of said conflict hereby repealed.

Section 13. The City hereby (a) authorizes and directs that a Mayor, Treasurer or Clerk execute and deliver, on the date of issue of the Notes, a continuing disclosure undertaking in accordance with the requirements of Rule 15c2-12 promulgated by the Securities and Exchange Commission (the “Rule”) in such form as determined necessary and appropriate by such Mayor, Treasurer or Clerk (the “Continuing Disclosure Undertaking”) and (b) covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Undertaking. Notwithstanding any other provision of this resolution, failure of the City to comply with the Continuing Disclosure Undertaking shall not be considered an event of default hereunder; however, any Participating Underwriter (as such term is defined in the Continuing Disclosure Undertaking) or any Beneficial Owner or any Registered Owner of a Note (as such terms are defined in the Continuing Disclosure Undertaking) may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the City to comply with its obligations under this section, and under the Continuing Disclosure Undertaking.

Section 14. The Preliminary Official Statement with respect to the Notes is hereby approved. The City Council hereby authorizes the Mayor and City Clerk (or either of them) to approve a Preliminary Official Statement with respect to the Notes and the information therein contained, and the Mayor and City Clerk (or either of them) are authorized to approve and deliver a final Official Statement

for and on behalf of the City, and said final Official Statement shall be delivered in accordance with the Rule.

Section 15. In order to promote compliance with certain federal tax and securities laws relating to the Notes herein authorized (as well as other outstanding bonds) the policy and procedures attached hereto as Exhibit "A" (the "Post-Issuance Compliance Policy and Procedures") are hereby adopted and approved in all respects. To the extent that there is any inconsistency between the attached Post-Issuance Compliance Policy and Procedures and any similar policy or procedures previously adopted and approved, the Post-Issuance Compliance Policy and Procedures shall control.

Section 16. This Ordinance shall be published in pamphlet form as provided by law. This Ordinance shall take effect immediately upon its publication in pamphlet form.

PASSED AND APPROVED this 27th day of May, 2014.

Mayor

ATTEST:

City Clerk

[SEAL]

Policy and Procedures

**Federal Tax Law and Disclosure Requirements for
Tax-exempt Bonds and/or Build America Bonds**

ISSUER NAME: The City of Grand Island, in the State of Nebraska

COMPLIANCE OFFICER (BY TITLE): City Treasurer/Finance Director

POLICY

It is the policy of the Issuer identified above (the “Issuer”) to comply with all Federal tax requirements and securities law continuing disclosure obligations for its obligations issued as tax-exempt bonds (or as direct pay build America bonds, as applicable) to ensure, as applicable (a) that interest on its tax-exempt bonds remains exempt from Federal income tax, (b) that the direct payments associated with its bonds issued as “build America bonds” are received by the Issuer in a timely manner and (c) compliance with any continuing disclosure obligations of the Issuer with respect to its outstanding bonds.

PROCEDURES

Compliance Officer. Review of compliance with Federal tax requirements and securities law continuing disclosure obligations as generally outlined below shall be conducted by the Compliance Officer identified above (the “Compliance Officer”). To the extent more than one person has been delegated specific responsibilities, the Compliance Officer shall be responsible for ensuring coordination of all compliance review efforts.

Training. The Compliance Officer shall evaluate and review educational resources regarding post-issuance compliance with Federal tax and securities laws, including periodic review of resources published for issuers of tax-exempt obligations by the Internal Revenue Service (either on its website at <http://www.irs.gov/taxexemptbond>, or elsewhere) and the Municipal Securities Rulemaking Board (either on its Electronic Municipal Market Access website [“EMMA”] at <http://www.emma.msrb.org>, or elsewhere).

Compliance Review. A compliance review shall be conducted at least annually by or at the direction of the Compliance Officer. The review shall occur at the time the Issuer’s annual audit takes place, unless the Compliance Officer otherwise specifically determines a different time period or frequency of review would be more appropriate.

Scope of Review.

Document Review. At the compliance review, the following documents (the “Bond Documents”) shall be reviewed for general compliance with covenants and agreements and applicable regulations with respect to each outstanding bond issue:

- (a) the resolution(s) and/or ordinance(s), as applicable, adopted by the governing body of the Issuer authorizing the issuance of its outstanding bonds, together with any documents setting the final rates and terms of such bonds (the “Authorizing Proceedings”),
- (b) the tax documentation associated with each bond issue, which may include some or all of the following (the “Tax Documents”):
 - (i) covenants, certifications and expectations regarding Federal tax requirements which are described in the Authorizing Proceedings;
 - (ii) Form 8038 series filed with the Internal Revenue Service;
 - (iii) tax certificates, tax compliance agreements, tax regulatory agreement or similar documents;
 - (iv) covenants, agreements, instructions or memoranda with respect to rebate or private use;
 - (v) any reports from rebate analysts received as a result of prior compliance review or evaluation efforts; and
 - (vi) any and all other agreements, certificates and documents contained in the transcript associated with the Authorizing Proceedings relating to federal tax matters.
- (c) the Issuer’s continuing disclosure obligations, if any, contained in the Authorizing Proceedings or in a separate agreement (the “Continuing Disclosure Obligations”), and

- (d) any communications or other materials received by the Issuer or its counsel, from bond counsel, the underwriter or placement agent or its counsel, the IRS, or any other material correspondence relating to the tax-exempt status of the Issuer's bonds or relating to the Issuer's Continuing Disclosure Obligations.

Use and Timely Expenditure of Bond Proceeds. Expenditure of bond proceeds shall be reviewed by the Compliance Officer to ensure (a) such proceeds are spent for the purpose stated in the Authorizing Proceedings and as described in the Tax Documents and (b) that the proceeds, together with investment earnings on such proceeds, are spent within the timeframes described in the Tax Documents, and (c) that any mandatory redemptions from excess bond proceeds are timely made if required under the Authorizing Proceedings and Tax Documents.

Arbitrage Yield Restrictions and Rebate Matters. The Tax Documents shall be reviewed by the Compliance Officer to ensure compliance with any applicable yield restriction requirements under Section 148(a) of the Internal Revenue Code (the "Code") and timely calculation and payment of any rebate and the filing of any associated returns pursuant to Section 148(f) of the Code. A qualified rebate analyst shall be engaged as appropriate or as may be required under the Tax Documents.

Use of Bond Financed Property. Expectations and covenants contained in the Bond Documents regarding private use shall be reviewed by the Compliance Officer to ensure compliance. Bond-financed properties shall be clearly identified (by mapping or other reasonable means). Prior to execution, the Compliance Officer (and bond counsel, if deemed appropriate by the Compliance Officer) shall review (a) all proposed leases, contracts related to operation or management of bond-financed property, sponsored research agreements, take-or-pay contracts or other agreements or arrangements or proposed uses which have the potential to give any entity any special legal entitlement to the bond-financed property, (b) all proposed agreements which would result in disposal of any bond-financed property, and (c) all proposed uses of bond-financed property which were not anticipated at the time the bonds were issued. Such actions could be prohibited by the Authorizing Proceedings, the Tax Documents or Federal tax law.

Continuing Disclosure. Compliance with the Continuing Disclosure Obligations with respect to each bond issue shall be evaluated (a) to ensure timely compliance with any annual disclosure requirement, and (b) to ensure that any material events have been properly disclosed as required by the Continuing Disclosure Obligation.

Record Keeping. If not otherwise specified in the Bond Documents, all records related to each bond issue shall be kept for the life of the indebtedness associated with such bond issue (including all tax-exempt refundings) plus six (6) years.

Incorporation of Tax Documents. The requirements, agreements and procedures set forth in the Tax Documents, now or hereafter in existence, are hereby incorporated into these procedures by this reference and are adopted as procedures of the Issuer with respect to the series of bonds to which such Tax Documents relate.

Consultation Regarding Questions or Concerns. Any questions or concerns which arise as a result of any review by the Compliance Officer shall be raised by the Compliance Officer with the Issuer's counsel or with bond counsel to determine whether non-compliance exists and what measures should be taken with respect to any non-compliance.

VCAP and Remedial Actions. The Issuer is aware of (a) the Voluntary Closing Agreement Program (known as "VCAP") operated by the Internal Revenue Service which allows issuers under certain circumstances to voluntarily enter into a closing agreement in the event of certain non-compliance with Federal tax requirements and (b) the remedial actions available to issuers of certain bonds under Section 1.141-12 of the Income Tax Regulations for private use of bond financed property which was not expected at the time the bonds were issued.



City of Grand Island

Tuesday, May 27, 2014

Council Session

Item F-3

#9490 - Consideration of Amending Salary Ordinance

Staff Contact: Jaye Monter, Finance Director

Council Agenda Memo

From: Brenda Sutherland, Human Resources Director

Meeting: May 27, 2014

Subject: Consideration of Salary Ordinance No. 9490

Item #'s: F-3

Presenter(s): Brenda Sutherland, Human Resources Director

Background

Wages for City employees are presented to the City Council for approval in the form of a salary ordinance. The salary ordinance presented represents the proposed changes in the Finance Department.

Discussion

Finance Director Monter has proposed eliminating the Utilities Service Manager position and replacing it with Finance Operations Manager. The new position will have a salary range of \$42,432.00 - \$60,000.10. This change will result in a savings of more than \$20,000 per year.

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 proposed Salary Ordinance No. 9490.

Sample Motion

Move to approve Salary Ordinance No. 9490.

ORDINANCE NO. 9490

An ordinance to amend Ordinance 9467 known as the Salary Ordinance which lists the currently occupied classifications of officers and employees of the City of Grand Island, Nebraska and established the ranges of compensation of such officers and employees; to ~~amend the salary range of Life Safety Inspector; to move the position Shift Commander from non-union to the IAFF labor agreement; to correct the salary range of Public Information Officer; to rename the non-union position of Manager of Engineering Services to Assistant Public Works Director/Manager of Engineering Services~~ remove the position and salary range of Utility Services Manager; to add the position and salary range of Finance Operations Supervisor; and to repeal those portions of Ordinance No. 9467 and any parts of other ordinances in conflict herewith; to provide for severability; to provide for the effective date thereof; and to provide for publication of this ordinance in pamphlet form.

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

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

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Accountant	22.4279/32.0978	Exempt
Accounting Technician – Solid Waste	16.5408/21.4897	40 hrs/week
Assistant to the City Administrator	21.8156/30.7100	Exempt
Assistant Public Works Director/Manager of Engineering Services	32.3969/48.2211	Exempt
Assistant Utilities Director – Distribution	44.4396/62.7001	Exempt

Approved as to Form ☐ _____
May 22, 2014 ☐ City Attorney

ORDINANCE NO. 9490 (Cont.)

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Assistant Utilities Director – Production	48.1230/67.9215	Exempt
Assistant Utilities Director – Transmission	48.1230/67.9215	Exempt
Attorney	27.9079/43.0605	Exempt
Biosolids Technician	17.6851/26.0771	40 hrs/week
Building Department Director	32.6923/47.7958	Exempt
CADD Operator	20.0830/28.8903	40 hrs/week
Cemetery Superintendent	19.9551/28.4283	Exempt
City Administrator	58.3875/77.1429	Exempt
City Attorney	39.5085/56.9666	Exempt
City Clerk	24.6251/34.9120	Exempt
Civil Engineer I	27.0775/38.0973	Exempt
Civil Engineer II	31.4068/44.1455	Exempt
Civil Engineering Manager – Utility PCC	34.2076/49.7904	Exempt
Collection System Supervisor	22.4072/31.8516	40 hrs/week
Community Service Officer	13.1859/18.0971	40 hrs/week
Crime Analyst	17.8982/25.4093	40 hrs/week
Custodian – Library, Police	12.0836/17.0518	40 hrs/week
Customer Service Representative – Part time	8.6349/12.9524	40 hrs/week
Electric Distribution Superintendent	34.0545/46.6736	Exempt
Electric Distribution Supervisor	28.7582/39.4378	40 hrs/week
Electric Underground Superintendent	30.3276/41.5738	Exempt
Electrical Engineer I	27.0775/38.0973	Exempt
Electrical Engineer II	31.4068/44.1455	Exempt
Emergency Management Deputy Director	23.2769/31.9071	Exempt
Emergency Management Director	33.1281/45.3975	Exempt
Engineering Technician - WWTP	19.5842/27.6691	40 hrs/week
Equipment Operator - Solid Waste	16.4788/23.2069	40 hrs/week
Finance Director	38.4279/54.8583	Exempt
Finance Operations Supervisor	20.4000/28.8462	Exempt
Fire Chief	37.1058/52.7053	Exempt
Fire EMS Division Chief	30.3461/43.8033	Exempt
Fire Operations Division Chief	30.3461/43.8033	Exempt
Fire Prevention Division Chief	30.3461/43.8033	Exempt
Fleet Services Shop Foreman	20.9340/29.5087	40 hrs/week
GIS Coordinator - PW	24.5800/37.3300	40 hrs/week

ORDINANCE NO. 9490 (Cont.)

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Golf Course Superintendent	23.6733/34.1660	Exempt
Grounds Management Crew Chief – Cemetery	18.1054/26.2287	40 hrs/week
Grounds Management Crew Chief – Parks	19.0599/27.0153	40 hrs/week
Human Resources Director	33.4291/49.5321	Exempt
Human Resources Benefits/Risk Mgmt Coordinator	18.5295/27.9538	40 hrs/week
Human Resources Recruiter	18.5295/27.9538	40 hrs/week
Human Resources Specialist	17.6209/25.9549	40 hrs/week
Information Technology Manager	31.5525/45.4516	Exempt
Legal Secretary	19.6880/26.6079	40 hrs/week
Librarian I	17.8423/25.0589	Exempt
Librarian II	19.7586/28.1028	Exempt
Library Assistant I	12.0495/17.4141	40 hrs/week
Library Assistant II	13.9378/19.2122	40 hrs/week
Library Assistant Director	24.1856/35.5553	Exempt
Library Director	31.9181/45.7548	Exempt
Library Page	7.7112/10.9625	40 hrs/week
Library Secretary	14.8122/21.0506	40 hrs/week
Maintenance Worker – Golf	14.8681/21.4781	40 hrs/week
Meter Reader Supervisor	18.2914/26.7210	Exempt
MPO Program Manager	23.6000/35.0800	Exempt
Office Manager – Police Department	16.5531/22.9288	40 hrs/week
Parks and Recreation Director	34.8556/49.9594	Exempt
Parks Superintendent	24.3558/34.9389	Exempt
Payroll Specialist	17.3727/24.4418	40 hrs/week
Planning Director	34.5609/49.0850	Exempt
Police Captain	29.5308/41.7349	Exempt
Police Chief	37.1058/52.7053	Exempt
Power Plant Maintenance Supervisor	30.0590/42.4865	Exempt
Power Plant Operations Supervisor	31.8206/45.8129	Exempt
Power Plant Superintendent – Burdick	34.8506/49.1581	Exempt
Power Plant Superintendent – PGS	40.1775/56.6455	Exempt
Project Manager – Public Works	29.5060/41.5140	Exempt
Public Information Officer	22.1425/31.8960	Exempt
Public Works Director	38.8546/54.9384	Exempt
Public Works Engineer	30.8040/44.5421	Exempt

ORDINANCE NO. 9490 (Cont.)

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Receptionist	13.5449/19.9690	40 hrs/week
Recreation Coordinator	17.6958/25.3319	Exempt
Recreation Superintendent	24.2201/35.4520	Exempt
Regulatory and Environmental Manager	29.5716/42.4040	Exempt
Senior Accountant	27.3163/38.0269	Exempt
Senior Electrical Engineer	34.3679/48.3083	Exempt
Senior Public Safety Dispatcher	17.6539/23.6674	40 hrs/week
Senior Utility Secretary	15.2760/21.8131	40 hrs/week
Shooting Range Superintendent	22.5910/33.1924	Exempt
Solid Waste Division Clerk - Full Time	15.7208/20.8577	40 hrs/week
Solid Waste Division Clerk - Part Time	13.9975/18.9398	40 hrs/week
Solid Waste Foreman	17.6737/24.9849	40 hrs/week
Solid Waste Superintendent	25.3985/36.7473	Exempt
Street Superintendent	25.6090/37.2800	Exempt
Street Foreman	20.1385/28.8891	40 hrs/week
Turf Management Specialist	21.2760/30.1185	40 hrs/week
Utilities Director	58.5218/81.9261	Exempt
Utility Production Engineer	35.1468/50.4235	Exempt
Utility Services Manager	27.7625/38.6391	Exempt
Utility Warehouse Supervisor	23.8914/33.2154	40 hrs/week
Victim Assistance Unit Coordinator	13.6763/19.2557	40 hrs/week
Wastewater Plant Chief Operator	20.6506/29.1069	40 hrs/week
Wastewater Plant Engineer	31.9969/46.6138	Exempt
Wastewater Plant Operations Engineer	30.8040/44.0003	Exempt
Wastewater Plant Maintenance Supervisor	23.7771/32.0177	40 hrs/week
Wastewater Plant Project Manager	29.5060/41.5140	Exempt
Wastewater Plant Regulatory Compliance Manager	25.2356/36.0685	Exempt
Water Superintendent	26.3948/37.9014	Exempt
Water Supervisor	22.7865/32.8339	40 hrs/week
Worker / Seasonal	7.2500/20.0000	Exempt
Worker / Temporary	7.2500/20.0000	40 hrs/week

ORDINANCE NO. 9490 (Cont.)

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

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

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

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

ORDINANCE NO. 9490 (Cont.)

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Accounting Clerk	15.3789/20.3509	40 hrs/week
Cashier	14.1152/19.2344	40 hrs/week
Custodian	16.4824/19.4635	40 hrs/week
Electric Distribution Crew Chief	30.1073/38.2908	40 hrs/week
Electric Underground Crew Chief	30.1073/38.2908	40 hrs/week
Engineering Technician I	18.9731/27.1469	40 hrs/week
Engineering Technician II	23.4544/32.1592	40 hrs/week
GIS Coordinator	24.1309/33.8607	40 hrs/week
Instrument Technician	28.3005/37.3872	40 hrs/week
Lineworker Apprentice	18.3525/26.9104	40 hrs/week
Lineworker First Class	27.8182/32.9010	40 hrs/week
Materials Handler	22.9057/30.7045	40 hrs/week
Meter Reader	16.5035/21.5210	40 hrs/week
Meter Technician	22.1890/27.4234	40 hrs/week
Power Dispatcher I	27.7874/38.6353	40 hrs/week
Power Dispatcher II	29.1854/40.5728	40 hrs/week
Power Plant Maintenance Mechanic	26.3037/32.7530	40 hrs/week
Power Plant Operator	31.0740/36.1958	40 hrs/week
Senior Accounting Clerk	17.2862/22.6435	40 hrs/week
Senior Engineering Technician	29.6764/36.3172	40 hrs/week
Senior Materials Handler	26.3736/34.4008	40 hrs/week
Senior Meter Reader	19.5460/23.1988	40 hrs/week
Senior Power Dispatcher	33.7612/46.3298	40 hrs/week
Senior Power Plant Operator	30.6374/39.2761	40 hrs/week
Senior Substation Technician	36.0732/37.3872	40 hrs/week
Senior Water Maintenance Worker	21.4326/28.2219	40 hrs/week
Substation Technician	33.3943/34.7199	40 hrs/week
Systems Technician	29.4298/37.3872	40 hrs/week
Tree Trim Crew Chief	26.3633/32.7394	40 hrs/week
Utility Electrician	26.4192/34.7199	40 hrs/week
Utility Technician	25.8034/36.2961	40 hrs/week
Utility Warehouse Clerk	19.0662/23.5232	40 hrs/week
Water Maintenance Worker	17.8567/24.6940	40 hrs/week
Wireworker I	20.0604/28.3654	40 hrs/week
Wireworker II	27.8182/32.9010	40 hrs/week

ORDINANCE NO. 9490 (Cont.)

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

Classification	Hourly Pay Range Min/Max	
Police Officer	19.3834/ 27.3498	
Police Sergeant	24.2602/ 33.5527	

OVERTIME ELIGIBILITY

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

ORDINANCE NO. 9490 (Cont.)

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

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

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Fire Captain	17.7341/24.5896	212 hrs/28 days
Firefighter / EMT	13.1756/19.1207	212 hrs/28 days
Firefighter / Paramedic	14.7104/20.7759	212 hrs/28 days
Life Safety Inspector	20.0097/28.3914	40 hrs/week
Shift Commander	21.0210/27.5106	212 hrs/28 days

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

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

ORDINANCE NO. 9490 (Cont.)

included under the IBEW-WWTP labor agreement shall work prior to overtime eligibility are as follows:

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Accounting Technician – WWTP	15.2009/21.3891	40 hrs/week
Equipment Operator – WWTP	17.2575/24.2831	40 hrs/week
Maintenance Mechanic I	17.2575/24.2831	40 hrs/week
Maintenance Mechanic II	19.3228/27.1892	40 hrs/week
Maintenance Worker – WWTP	17.2575/24.2831	40 hrs/week
Senior Equipment Operator – WWTP	18.6540/26.2479	40 hrs/week
Wastewater Clerk	12.9851/18.2711	40 hrs/week
Wastewater Plant Laboratory Technician	18.3195/25.7773	40 hrs/week
Wastewater Plant Operator I	15.4347/21.7185	40 hrs/week
Wastewater Plant Operator II	17.2575/24.2831	40 hrs/week

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

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Accounting Technician – Streets	16.2819/21.7346	40 hrs/week
Accounts Payable Clerk	15.4437/22.3440	40 hrs/week
Administrative Assistant	16.0642/23.0406	40 hrs/week
Audio Video Technician	16.2165/22.8773	40 hrs/week
Building Inspector	20.0585/28.4606	40 hrs/week
Building Secretary	15.1173/21.4842	40 hrs/week
Community Development Administrator	17.5009/25.1630	40 hrs/week
Community Development Specialist	16.0642/23.0406	40 hrs/week
Computer Operator	19.5143/25.6528	40 hrs/week
Computer Programmer	22.2569/32.6182	40 hrs/week
Computer Technician	20.0997/26.4228	40 hrs/week

ORDINANCE NO. 9490 (Cont.)

Electrical Inspector	20.0585/28.4606	40 hrs/week
Emergency Management Coordinator	15.1173/21.4842	40 hrs/week
Engineering Technician – Public Works	20.6353/29.1027	40 hrs/week
Evidence Technician	15.0085/21.9630	40 hrs/week
Finance Secretary	15.1173/21.4842	40 hrs/week
GIS Coordinator	22.8800/32.1053	40 hrs/week
Maintenance Worker I – Building, Library	15.7703/21.3427	40 hrs/week
Maintenance Worker II – Building, Police	16.6192/22.5290	40 hrs/week
Parks and Recreation Secretary	15.1173/21.4842	40 hrs/week
Planning Secretary	15.1173/21.4842	40 hrs/week
Planning Technician	20.6972/29.1201	40 hrs/week
Plans Examiner	20.0585/28.4606	40 hrs/week
Plumbing Inspector	20.0585/28.4606	40 hrs/week
Police Records Clerk – Full Time	13.4956/18.7852	40 hrs/week
Public Safety Dispatcher	15.2370/22.2569	40 hrs/week
Shooting Range Operator	20.9399/28.3844	40 hrs/week
Stormwater Technician	20.6353/29.1027	40 hrs/week
Utility Secretary	15.1173/21.4842	40 hrs/week

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

SECTION 8. The classification of employees included under labor agreements with the City of Grand Island, and the ranges of compensation (salary and wages, excluding shift differential as provided by contract) to be paid for such classifications, and the number of hours and work period which certain such employees shall work prior to overtime eligibility are as stated above. All employees covered by the IAFF labor agreement, except Life Safety Inspector, shall be paid a clothing and uniform allowance in addition to regular salary in the amount of \$529.92 per year, divided into twenty-four (24) pay periods. All employees of the FOP labor

ORDINANCE NO. 9490 (Cont.)

agreement shall be paid a clothing and uniform allowance in addition to regular salary of \$25.00 per pay period. If any such employee covered by the IAFF or FOP labor agreements shall resign, or his or her employment be terminated for any reason whatsoever, the clothing allowance shall be paid on a prorata basis, but no allowance shall be made for a fraction of a month. Employees covered by the IBEW – Utilities, the IBEW – Finance labor agreements, and the non-union position of Meter Reader Supervisor who are required to wear full fire retardant clothing will be eligible for an annual stipend of \$600 to purchase or rent required uniforms. Those employees who are required to wear partial fire retardant clothing will be eligible for an annual stipend of \$350. Employees will be reimbursed for said purchases with a receipt showing proof of purchase.

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

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

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

ORDINANCE NO. 9490 (Cont.)

with and disrupt the employee's normal meal schedule. Direct supervisors of employees who are covered by labor agreements which allow overtime meal allowance shall be entitled to the same meal allowance benefit.

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

Utilities Department personnel in the IBEW bargaining unit and the classifications of Meter Reader Supervisor, Power Plant Superintendent, Power Plant Supervisor, Electric Distribution Superintendent, Electric Distribution Supervisor, Water Superintendent, Water Supervisor, and Electric Underground Superintendent shall be eligible to participate in a voluntary uniform program providing an allowance up to \$18.00 per month. When protective clothing is required for Utilities Department and Wastewater Treatment Plant personnel covered by the IBEW labor agreement and employees covered by the AFSCME labor agreement, except the Fleet Services Division of the Public Works Department, the City shall pay 60% of the cost of providing and cleaning said clothing and the employees 40% of said cost. Full-time Fleet Services personnel shall receive a uniform allowance of \$12 biweekly. Public Works Department personnel in the job classifications of Fleet Services Shop Foreman and Fleet Services Mechanic shall receive a tool allowance of \$10 biweekly.

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

(A) All employees covered in the IBEW Utilities and IBEW Finance labor agreements shall be paid for forty-seven percent (47%) of their accumulated medical leave at the time of their retirement, early retirement, or death, not to exceed four hundred eighty-eight and one third hours (calculated at 47% x 1039

ORDINANCE NO. 9490 (Cont.)

hours = 488.33 hours), the rate of compensation to be based on the employee's salary at the time of retirement or death. Employees covered in the IAFF labor agreement with the exception of Life Safety Inspector shall have a contribution to a VEBA made on their behalf in lieu of payment for thirty-eight percent (38%) of their accumulated medical leave at the time of their retirement, not to exceed five hundred ninety-eight and eighty-eight hundredths hours (calculated at $38\% \times 1,576 \text{ hours} = 598.88 \text{ hours}$). The Life Safety Inspector shall have a contribution to a VEBA. The amount of contribution will be based upon the employee's salary at the time of retirement. Employees covered by the IBEW Wastewater labor agreement shall be paid 37.5% of their accumulated medical leave at the time of retirement or death, based on the employee's salary at the time of retirement not to exceed three hundred ninety-nine hours (calculated at $37.5\% \times 1064 \text{ hours} = 399 \text{ hours}$). Employees covered by the IBEW Service/Clerical labor agreement shall have a contribution to a VEBA made on their behalf in lieu of payment for forty percent (40%) of their accumulated medical leave at the time of retirement or death, based on the employee's salary at the time of retirement not to exceed 433.60 hours (calculated at $40\% \times 1084 \text{ hours} = 433.60 \text{ hours}$.) Non-union employees shall have a contribution to a VEBA made on their behalf in lieu of payment for fifty percent (50%) of their accumulated medical leave at the time of their retirement, not to exceed five hundred forty-two hours (calculated at $50\% \times 1084 = 542$). The amount of contribution will be based upon the employee's salary at the time of retirement. All employees covered by the AFSCME labor agreement shall be paid forty-five (45%) of their accumulated medical leave bank

ORDINANCE NO. 9490 (Cont.)

at the time of their retirement, based on the employee's salary at the time of retirement not to exceed four hundred seventy-eight and eighty hundredths hours (calculated at $45\% \times 1064 \text{ hours} = 478.80 \text{ hours}$). All employees covered under the FOP labor agreement shall be paid thirty-seven and one-half percent (37.5%) of their accumulated medical leave bank at the time of their retirement, not to exceed four hundred eighty hours (calculated at $37.5\% \times 1,280 \text{ hours} = 480 \text{ hrs.}$), based on the employee's salary at the time of retirement. If death occurs while in the line of duty, employees covered under the FOP labor agreement shall be paid fifty percent (50%) of their accumulated medical leave bank at the time of their death, not to exceed six hundred forty hours ($50\% \times 1,280 \text{ hours} = 640 \text{ hrs.}$), based on the employee's salary at the time of their death.

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

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

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

ORDINANCE NO. 9490 (Cont.)

VEBA account of \$15 per pay period. Employees represented by the IAFF labor agreement shall have a contribution made on their behalf to the VEBA account of \$10 per pay period.

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

SECTION 12. The adjustments identified herein shall be effective on the date of passage and publication in pamphlet form in one issue of the Grand Island Independent as provided by law. ~~retroactive to October 7, 2013.~~

SECTION 13. Those portions of Ordinance No. 9467 and all other parts of ordinances in conflict herewith be, and the same are, hereby repealed.

Enacted: May 27, 2014

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, May 27, 2014

Council Session

Item F-4

#9491 - Consideration of Amending Chapter 10 of the Grand Island City Code Relative to Allowing Upright Markers in Section J

Staff Contact: Todd McCoy, Parks & Recreation Director

Council Agenda Memo

From: Todd McCoy, Parks and Recreation Director

Meeting: May 27, 2014

Subject: Approve City Code Amendment to Allow Upright Markers in Section J of City Cemetery

Item #'s: F-4

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

Background

The Grand Island Cemetery is a 90 acre tract of land located in western Grand Island. The Cemetery facilitates approximately 160 interments annually. The property is becoming limited for space.

A City Council study session was held on April 1, 2014 to consider options for addressing space issues at the Cemetery. To provide improved space selection, it was discussed to amend City Code so that upright markers could be sold in Section J.

Discussion

Flat marker lot sales in Section J are not popular with only a handful of spaces sold each year. Although allowing upright markers in Section J will not solve long term space issues, it will increase upright selection by 320 spaces immediately.

It is recommended that City Code Section 10-17 be amended to allow upright markers in the four eastern rows in the South Block of Section J.

CHAPTER 10 CEMETERY Article I. General

§10-17. Tombstones, Monuments, Copings, etc.

No tombstone, monument, gravemarker or vases shall be erected in the city cemetery except those that meet the approval of the cemetery and the following provisions:

- (1) All markers in the South Block of Section J shall be set flush with the turf with the exception of rows 170-339, 169-340, 168-341, and 167-342.

(2) A minimum five-inch wash shall be used on all new or reset stone or monument work, and all spaces of 30 inches or less between stones or monuments shall be filled with concrete on new or reset work.

(3) No stone or monument shall extend beyond the property boundary of the lot owner.

(4) No lot or grave copings, curbs, or above-ground corner stones shall be constructed within the cemetery.

(5) All new foot stones shall be set flush with the turf, except to match existing above-ground foot stones on the same lot.

(6) Permanent vases shall not be allowed in alleys in front of stones or monuments, nor shall they be allowed on the grave side of an individual pre-need marker. Permanent vases shall only be allowed on the ends of stones or monuments in Sections M, N and P of the cemetery.

(7) It shall be the responsibility of the lot owner to reset any stones, monuments, or vases removed by the cemetery to allow room for a burial.

(8) The maximum width of any stone or monument, including the wash, shall be 26 inches. No stone or monument requiring more than 26 inches for width shall be delivered to the cemetery without the prior written approval of the cemetery superintendent.

Amended by Ordinance No. 9197, effective 11-12-2008

Alternatives

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

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

Recommendation

City Administration recommends that City Council approve an amendment to City Code to allow upright makers in Section J of the City Cemetery.

Sample Motion

Move to approve amending the City Code to allow upright makers in Section J of the City Cemetery.

ORDINANCE NO. 9491

An ordinance to amend Chapter 10 of the Grand Island City Code; to amend Sections 10-17 (1) to make general corrections to various code sections as now existing, and 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. Section 10-17 (1) of the Grand Island City Code is hereby amended to read as follows:

**CHAPTER 10
CEMETERY
Article I. General**

§10-17. Tombstones, Monuments, Copings, etc.

No tombstone, monument, gravemarker or vases shall be erected in the city cemetery except those that meet the approval of the cemetery and the following provisions:

(1) All markers in the South Block of Section J shall be set flush with the turf **with the exception of rows 170-339, 169-340, 168-341, and 167-342.**

(2) A minimum five-inch wash shall be used on all new or reset stone or monument work, and all spaces of 30 inches or less between stones or monuments shall be filled with concrete on new or reset work.

(3) No stone or monument shall extend beyond the property boundary of the lot owner.

(4) No lot or grave copings, curbs, or above-ground corner stones shall be constructed within the cemetery.

(5) All new foot stones shall be set flush with the turf, except to match existing above-ground foot stones on the same lot.

(6) Permanent vases shall not be allowed in alleys in front of stones or monuments, nor shall they be allowed on the grave side of an individual pre-need marker. Permanent vases shall only be allowed on the ends of stones or monuments in Sections M, N and P of the cemetery.

(7) It shall be the responsibility of the lot owner to reset any stones, monuments, or vases removed by the cemetery to allow room for a burial.

(8) The maximum width of any stone or monument, including the wash, shall be 26 inches. No stone or monument requiring more than 26 inches for width shall be delivered to the cemetery without the prior written approval of the cemetery superintendent.

Amended by Ordinance No. _____, effective _____ 2014

Approved as to Form	by _____
May 23, 2014	City Attorney

ORDINANCE NO.9491 (Cont.)

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

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

Enacted: May 27, 2014.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, May 27, 2014

Council Session

Item G-1

Approving Minutes of May 13, 2014 City Council Regular Meeting

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING
May 13, 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 May 13, 2014. Notice of the meeting was given in *The Grand Island Independent* on May 7, 2014.

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

INVOCATION was given by Pastor Rene Lopez, Iglesia de Dios, 2325 West State Street followed by the PLEDGE OF ALLEGIANCE.

Mayor Vavricek introduced Community Youth Council member Hannah Sugita.

PUBLIC HEARINGS:

Public Hearing on Acquisition of Utility Easement Located at 539 S. Shady Bend Road (Tommy Jr. and Carey Ummel). Utilities Director Tim Luchsinger reported that acquisition of a utility easement located at 539 S. Shady Bend Road was needed in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers for the purpose of placing conduit, high voltage power cable, and a pad-mounted transformer to provide electric service to the new home on Lot 2. Staff recommended approval. No public testimony was heard.

Public Hearing on Acquisition of Utility Easement Located at 657 Shady Bend Road (Tommy Ummel Sr.). Utilities Director Tim Luchsinger reported that acquisition of a utility easement located at 657 Shady Bend Road was needed in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers for the purpose of placing conduit and high voltage cable on Lot 3 to provide electrical service to Lot 2. Staff recommended approval. No public testimony was heard.

Public Hearing on Acquisition of Utility Easement Located East of the UPRR Tracks and South of Airport Road (Darling National , LLC). Utilities Director Tim Luchsinger reported that acquisition of a utility easement located east of the UPRR tracks and south side of Airport Road was needed in order to have access to install, upgrade, maintain, and repair water lines for the purpose of constructing Water Main District 466T. The agreed upon value was \$1.00. Staff recommended approval. No public testimony was heard.

Public Hearing on Acquisition of Utility Easement Located at 3010 W. Faidley Avenue (Steven and Rebecca Stec, Trustees). Utilities Director Tim Luchsinger reported that acquisition of a utility easement located at 3010 W. Faidley Avenue was needed in order to have access to install,

upgrade, maintain, and repair power appurtenances, including lines and transformers for the purpose of providing a location for a new pad-mounted transformer between the business owned by Stec and Grand Island Therapy. The electric system is being upgraded and the overhead line across Faidley Avenue removed. This would provide a looped feed in the future. Staff recommended approval. No public testimony was heard.

Public Hearing on Acquisition of Utility Easement Located South of Fonner Park Road in the NW Corner of Fonner Park (Hall County Livestock Improvement Assoc.). Utilities Director Tim Luchsinger reported that acquisition of a utility easement located south of Fonner Park Road in the NW corner of Fonner Park was needed in order to have access to install, upgrade, maintain, and repair water lines, valves and fire hydrants for the purpose of transferring ownership to the Utilities Department. Staff recommended approval. No public testimony was heard.

Public Hearing on Acquisition of Utility Easement for Sanitary Sewer Tap District No. 530T – Sanitary Sewer Extension to Interstate 80 (K. Diane Bockmann). Public Works Director John Collins reported that acquisition of a utility easement to accommodate the extension of sanitary sewer to Interstate 80 was needed in order for the construction, operation, maintenance, extension, repair, replacement, and removal of sanitary sewer within the easement. The agreement upon amount was \$18,606.08. Staff recommended approval. No public testimony was heard.

Public Hearing Request from Elsa Vasquez dba La Zona Rosa Night Club, 611 East 4th Street for a Class “I” Liquor License. This item was pulled from the agenda at the request of the applicant.

ORDINANCES:

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

#9486 - Consideration of Amending Chapter 18 of the Grand Island City Code Relative to the Mechanical Codes

#9487 - Consideration of Amending Chapter 26 of the Grand Island City Code Relative to the Uniform Plumbing Codes

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

Building Department Director Craig Lewis reported that Ordinances #9486 and #9487 would revise Chapters 18 and 26 of the Grand Island City Code to the 2012 editions for Mechanical Codes and Uniform Plumbing Codes.

Motion by Donaldson, second by Minton to approve Ordinances #9486 and #9487.

Assistant to the City Administrator: Ordinances #9486 and #9487 on first reading. All those in favor of the passage of these ordinances on first reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

Assistant to the City Administrator: Ordinances #9486 and #9487 on second and final passage. All those in favor of the passage of these ordinances on second and final passage, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

Mayor Vavricek: By reason of the roll call votes on first reading and then upon second and final passage, Ordinances #9486 and #9487 are declared to be lawfully adopted upon publication as required by law.

CONSENT AGENDA: Consent Agenda item G-12 was pulled from the agenda for further discussion. Motion by Haase, second by Paulick to approve the Consent Agenda excluding item G-12. Upon roll call vote, all voted aye. Motion adopted.

Approving Minutes of April 22, 2014 City Council Regular Meeting.

Approving Minutes of May 6, 2014 City Council Study Session.

#2014-100 - Approving High Intensity Drug Trafficking Area (HIDTA) Grant Funding.

#2014-101 - Approving 2014 Justice Assistance Grant (JAG) Application and Funding.

#2014-102 - Approving Acquisition of Utility Easement Located at 539 S. Shady Bend Road (Tommy Jr. & Carey Ummel).

#2014-103 - Approving Acquisition of Utility Easement Located at 567 Shady Bend Road (Tommy Ummel Sr.).

#2014-104 - Approving Acquisition of Utility Easement Located East of the UPRR Tracks and South of Airport Road (Darling National LLC).

#2014-105 - Approving Temporary Construction Occupancy Agreement Located East of the UPRR Tracks and South of Airport Road (Darling National LLC) in an Amount of \$1,310.00.

#2014-106 - Approving Acquisition of Utility Easement Located at 3010 W. Faidley Avenue (Steven and Rebecca Stec, Trustees).

#2014-107 - Approving Acquisition of Utility Easement Located South of Fonner Park Road in the NW Corner of Fonner Park (Hall County Livestock Improvement Assoc.).

#2014-108 - Approving Bid Award - Boiler Feed Pump Motor Refurbishment - Platte Generating Station with EmTech, Inc. of Grand Junction, CO in an Amount of \$49,252.75.

#2014-109 - Approving Bid Award - Warehouse Construction at Phelps Control Center with Lacy Construction Company of Grand Island, NE in an Amount of \$1,140,000.00. Utilities Director Tim Luchsinger reported that warehouse at the Phelps Control Center would house

equipment and parts as it relates to the work from the Utilities Transmissions & Substation group. The newly purchased 'One Stop' building will be home to the Utilities Engineering Group and the warehouse space will be used for their vehicle and equipment storage.

Motion by Gilbert, second by Stelk to approve Resolution #2014-109. Upon roll call vote, all voted aye. Motion adopted.

#2014-110 - Approving Change Order #2 for Utilities Management System Software with Mainsaver Software, Inc. of San Diego, CA for an Increase of \$55,125.00 and a Revised Contract Amount of \$290,485.00.

#2014-111 - Approving Acquisition of Utility Easement for Sanitary Sewer Tap District No. 530T – Sanitary Sewer Extension to Interstate 80 (K. Diane Bockmann) in an Amount of \$18,606.08.

2014-112 - Approving Temporary Construction Easement for Sanitary Sewer Tap District No. 530T – Sanitary Sewer Extension to Interstate 80 (K. Diane Bockmann) in an Amount of \$8,205.57.

RESOLUTION:

#2014-113- Consideration of Approving Request from Elsa Vasquez dba La Zona Rosa Night Club, 611 East 4th Street for a Class "I" Liquor License. This item was pulled from the agenda at the request of the applicant.

PAYMENT OF CLAIMS:

Motion by Hehnke, second by Stelk to approve the Claims for the period of April 23, 2014 through May 13, 2014, for a total amount of \$7,290,722.98. Unanimously approved.

ADJOURNMENT: The meeting was adjourned at 7:17 p.m.

Nicki Stoltenberg
Assistant to the City Administrator



City of Grand Island

Tuesday, May 27, 2014

Council Session

Item G-2

Approving Minutes of May 20, 2014 City Council Study Session

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL STUDY SESSION

May 20, 2014

Pursuant to due call and notice thereof, a Study Session of the City Council of the City of Grand Island, Nebraska was conducted in the Council Chambers of City Hall, 100 East First Street, on May 20, 2014. Notice of the meeting was given in the *Grand Island Independent* on May 14, 2014.

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

The PLEDGE OF ALLEGIANCE was said.

Mayor Vavricek introduced Community Youth Council member Hannah Sugita.

SPECIAL ITEMS:

Heartland Events Center Financial Overview. Diane Willey, Sales and Marketing Director with the Heartland Events Center gave an update of the events in 2013. There were 115 events with 33 new events. New and repeat events were mentioned. More than 1/2 million people attended events at the Heartland Events Center. Challenges mentioned were concert attendance was down, changeovers/multiple events, no hotel property and BCC – “best kept secret”.

Bruce Swihart commented on Fire School and Senior High Graduation which had taken place this past weekend. He commented on the Conference Center facility. Upgrades in the facility were completed with regards to audio and video. The next project being worked on was the upgrade of the scoreboard in the area along with three new cameras, production coordination and communication.

Marcy Luth with Almquist, Maltzahn, Galloway & Luth presented the 2012/2013 audit report of the Heartland Events Center. Total assets of \$6,965,241 were down from last year. Current liabilities were about the same as last year. Total revenue was \$3,255,613 due to increase box office sales. Expense total was \$3,175,918. Long-term debt was discussed.

Margaret Hornady, 2708 Arrowhead Road commented on the noise level of concerts stating the performers brought their own sound systems.

2014/2015 General Fund Budget Preview. Treasurer and Finance Director Jaye Monter gave a brief introduction of the General Fund. Reviewed was the budget calendar and what had taken place so far. The Finance Department was working on payroll costs, 400 Capital Fund, potential funding scenarios, department reviewing their requests and operating expense submissions.

The 2014/2015 budget would provide a continued emphasis on a safer community, Metropolitan Planning Organization (MPO), and the effects of becoming a Metropolitan Statistical Area (MSA) with increased personnel costs (estimated \$1,185,320 in 2015). Comments were made concerning grants to the Police Department which would be ending in the near future.

The following Initial Budget Progress to Date was presented:

- Forecasted 2014 revenue complete
 - 2.5% normalized growth
- 2015 budget revenue built from forecast
 - 2.6% normalized growth
- Departments have been provided targets
 - 6.4% overall personnel cost increase driven by comparability
 - 0% operation increase

Discussion was held concerning the benefits of the City being an MSA community. Total revenue projected for 2015 was a 2.6% increase. Ms. Monter explained the Municipal Equalization Funds which the City first received in 2013. Out of the 30 First Class Cities, Grand Island ranked 7th from the bottom as it related to mill levies. Revenue projections were reviewed with a loss of 1.3% for 2015.

The following 2015 Budget Summary was presented:

Incremental Cash Needs:

Revenue Decline	\$ 955,000
Personnel costs including MSA impact	\$1,734,000
Debt retirement – Library	\$1,590,000
Capital Improvement Projects 400 Fund	<u>\$ 556,000</u>
TOTAL	\$4,835,000

Incremental Funding:

Reduced debt payment	\$ 795,000
Reduced transfers	\$1,300,000
Unspent appropriations 2014 Budget	\$1,150,000
Cash reserve usage to pay Library debt	<u>\$1,590,000</u>
TOTAL	\$4,835,000

Reviewed was the budget timeline for Council meetings. Ms. Monter answered questions regarding basing the budget on a 0% increase for 2015. Discussion was held regarding future years need for tax increases and the paying off of debts.

ADJOURNMENT: The meeting was adjourned at 8:23 p.m.

RaNae Edwards
City Clerk



City of Grand Island

Tuesday, May 27, 2014

Council Session

Item G-3

Approving Re-Appointments of Julie Connelly, Karen Bredthauer, and Dennis McCarty to the Interjurisdictional Planning Commission

Mayor Vavricek has submitted the re-appointments of Julie Connelly, Karen Bredthauer, and Dennis McCarty to the Interjurisdictional Planning Commission. The appointments would become effective immediately upon approval by the City Council and would expire on May 24, 2015.

Staff Contact: Mayor Jay Vavricek



City of Grand Island

Tuesday, May 27, 2014

Council Session

Item G-4

Approving Re-Appointment of Paul Leeper to the Civil Service Commission

Mayor Vavricek has submitted the re-appointment of Paul Leeper to the Civil Service Commission. The appointment would become effective on May 31, 2014 upon approval by the City Council and would expire on June 1, 2020.

Staff Contact: Mayor Jay Vavricek



City of Grand Island

Tuesday, May 27, 2014

Council Session

Item G-5

#2014-114 - Approving Final Plat and Subdivision Agreement for Little Angel Subdivision

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission

Meeting: May 27, 2014

Subject: Little Angel Subdivision – Final Plat

Item #'s: G-5

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

Background

This property is located east of Congdon Ave and south of east 7th Street, in the City of Grand Island, in Hall County, Nebraska. Consisting of (2 Lots) and .920 acres.

Discussion

The plat for Little Angel Subdivision Final Plat was considered by the Regional Planning Commission at the May 7, 2014 meeting.

A motion was made by Bredthauer and seconded by Reynolds to approve the plat as presented.

A roll call vote was taken and the motion passed with 8 members present and voting in favor (Connick, O'Neill, Ruge, Hayes, Reynolds, Heckman, Haskins and Bredthauer) and two members abstaining (McCarty & Kjar).

Alternatives

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

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

Recommendation

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

Sample Motion

Move to approve as recommended.

Michael Galvin
Developer/Owner

Michael Galvan
552 E Capital Ave
Grand Island NE 68801

To create 2 lots located east of Congdon Ave and south of 7th St E, in the City of Grand Island, in Hall County, Nebraska.

Size: .920 acres

Zoning: R2 – Low Density Residential Zone

Road Access: City Roads

Water Public: City water is available.

Sewer Public: City sewer is available.

April 22, 2014

Dear Members of the Board:

RE: Final Plat – Little Angel Subdivision.

For reasons of Section 19-923 Revised Statutes of Nebraska, as amended, there is herewith submitted a final plat of Little Angel Subdivision, located in the City of Grand Island, in Hall County Nebraska.

This final plat proposes to create 2 lots, on a tract of land comprising all of Lot Eight (8), Lambert's Subdivision, in the City of Grand Island, Hall County, Nebraska, said tract containing .920 acres.

You are hereby notified that the Regional Planning Commission will consider this final plat at the next meeting that will be held at 6:00 p.m. on May 7, 2014 in the Council Chambers located in Grand Island's City Hall.

Sincerely,

Chad Nabity, AICP
Planning Director

Cc: City Clerk
City Attorney
City Public Works
City Building Department
City Utilities
Manager of Postal Operations
Rockwell & Associates

This letter was sent to the following School Districts 1R, 2, 3, 19, 82, 83, 100, 126.





RESOLUTION 2014-114

WHEREAS Michael Galvan and Marilyn Galvan, husband and wife, being the owners of the land described hereon, has caused same to be surveyed, subdivided, platted and designated as "LITTLE ANGEL SUBDIVISION", to be laid out into 2 lots, on a tract of land comprising all of Lot Eight (8), Lambert's Subdivision, in the City of Grand Island, Hall County, Nebraska, and has caused a plat thereof to be acknowledged by it; and

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

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

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

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 27, 2014.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
May 23, 2014	☐ City Attorney



City of Grand Island

Tuesday, May 27, 2014

Council Session

Item G-6

#2014-115 - Approving Final Plat and Subdivision Agreement for Ummelville Second Subdivision

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission

Meeting: May 27, 2014

Subject: Ummelville 2nd Subdivision – Final Plat

Item #'s: G-6

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

Background

This property is located south of east 4th Street and west of Sky Park Rd., in the City of Grand Island, in Hall County, Nebraska. Consisting of (3 Lots) and 10.571 acres.

Discussion

The plat for Ummelville 2nd Subdivision Final Plat was considered by the Regional Planning Commission at the May 7, 2014 meeting.

A motion was made by Bredthauer and seconded by Reynolds to approve the plat as presented.

A roll call vote was taken and the motion passed with 8 members present and voting in favor (Connick, O'Neill, Ruge, Hayes, Reynolds, Heckman, Haskins and Bredthauer) and two members abstaining (McCarty & Kjar).

Alternatives

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

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

Recommendation

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

Sample Motion

Move to approve as recommended.

Tommy Ummel Sr
Developer/Owner

Tommy Ummel Sr
567 South Shady Bend Road
Grand Island NE 68801

To create 3 lots located south of 4th Street E and west of Sky Park Road, in the City of Grand Island, in Hall County, Nebraska.

Size: 10.571 acres

Zoning: 2 – Heavy Manufacturing Zone

Road Access: City Roads

Water Public: City water is available.

Sewer Public: City sewer is available.

April 22, 2014

Dear Members of the Board:

RE: Final Plat – Ummelville Second Subdivision.

For reasons of Section 19-923 Revised Statutes of Nebraska, as amended, there is herewith submitted a final plat of Ummelville Second Subdivision, located in the City of Grand Island, in Hall County Nebraska.

This final plat proposes to create 3 lots, on a tract of land comprising all of Lot One (1), Brodsky Industrial Empire Subdivision and all of Lot One (1), Ummelville Subdivision, all in the City of Grand Island, Hall County, Nebraska, said tract containing 10.571 acres.

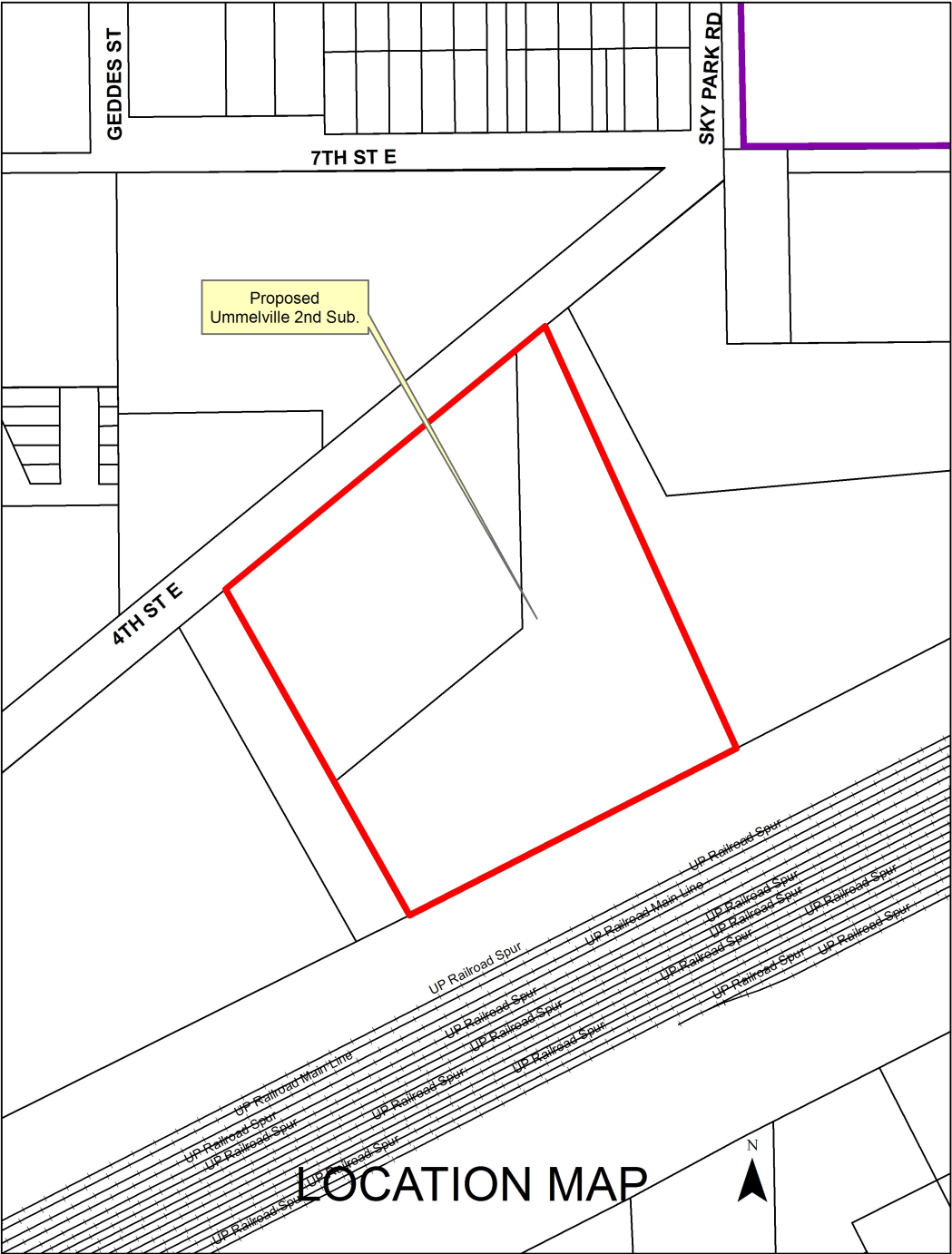
You are hereby notified that the Regional Planning Commission will consider this final plat at the next meeting that will be held at 6:00 p.m. on May 7, 2014 in the Council Chambers located in Grand Island's City Hall.

Sincerely,

Chad Nabity, AICP
Planning Director

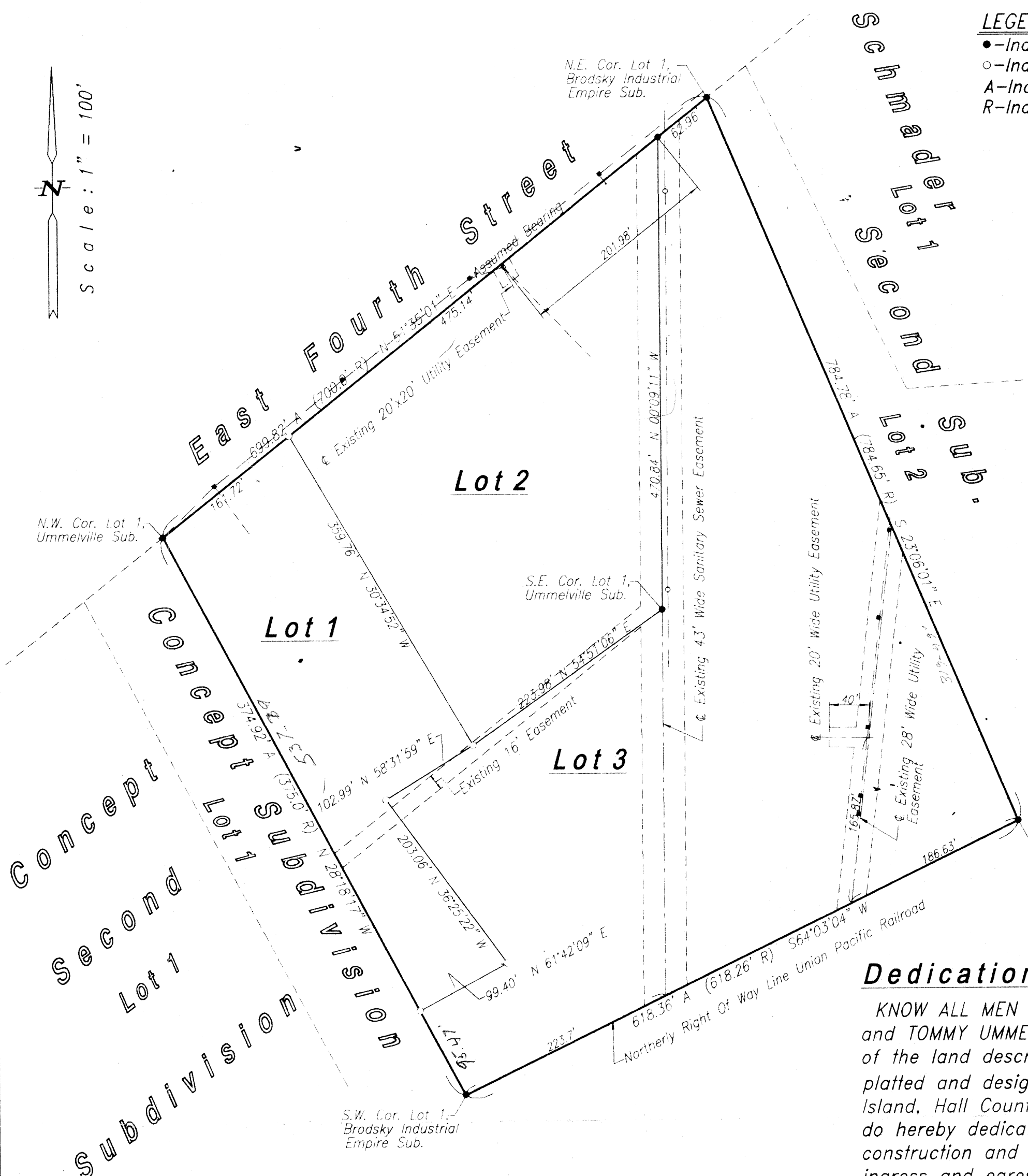
Cc: City Clerk
City Attorney
City Public Works
City Building Department
City Utilities
Manager of Postal Operations
Rockwell & Associates

This letter was sent to the following School Districts 1R, 2, 3, 19, 82, 83, 100, 126.



LOCATION MAP





LEGEND
●-Indicates 1/2" Iron Pipe Found Unless Otherwise Noted
○-Indicates 1/2" Iron Pipe w/Survey Cap Placed Unless Otherwise Noted
A-Indicates ACTUAL Distance
R-Indicates RECORDED Distance

Legal Description

A tract of land comprising all of Lot One (1), Brodsky Industrial Empire Subdivision and all of Lot One (1), Ummelville Subdivision, all in the City of Grand Island, Hall County, Nebraska, said tract containing 10.571 acres more or less.

Dedication

KNOW ALL MEN BY THESE PRESENTS, that TOMMY UMMEL SR., a single person, and TOMMY UMMEL JR. and CARY K. UMMEL, husband and wife, being the owner of the land described hereon, have caused same to be surveyed, subdivided, platted and designated as 'UMMELVILLE SECOND SUBDIVISION' in the City of Grand Island, Hall County, Nebraska, as shown on the accompanying plat thereof, and do hereby dedicate the easements, if any, as shown thereon for the location, construction and maintenance of public service utilities, together with the right of ingress and egress thereto, and hereby prohibiting the planting of trees, bushes and shrubs, or placing other obstructions upon, over, along or underneath the surface of such easements; and that the foregoing subdivision as more particularly described in the description hereon as appears on this plat is made with the free consent and in accordance with the desires of the undersigned owners and proprietors.

IN WITNESS WHEREOF, we have affixed our signatures hereto, at Grand Island, Nebraska, this ____ day of _____, 2014.

Tommy Ummel Sr. Tommy Ummel Jr.

Cary K. Ummel

Surveyor's Certificate

I hereby certify that on March 27, 2014, I completed an accurate survey of 'UMMELVILLE SECOND SUBDIVISION', in the City of Grand Island, Hall County, Nebraska, as shown on the accompanying plat thereof; that the lots, blocks, streets, avenues, alleys, parks, commons and other grounds as contained in said subdivision as shown on the accompanying plat thereof are well and accurately staked off and marked; that iron markers were placed at all lot corners; that the dimensions of each lot are as shown on the plat; that each lot bears its own number; and that said survey was made with reference to known and recorded monuments.

(Seal) Deryl D. Sorgenfrei, Reg. Land Surveyor No. 578

Approvals

Submitted to and approved by the Regional Planning Commission of Hall County, Grand Island, Wood River and the Villages of Alda, Cairo and Doniphan, Nebraska.

Chairman Date

Approved and accepted by the City of Grand Island, Nebraska, this ____ day of _____, 2011.

Mayor City Clerk

Acknowledgement

State Of Nebraska ss
County Of Hall
On the ____ day of _____, 2014, before me, _____, a Notary Public within and for said County, personally appeared TOMMY UMMEL SR., a single person, and TOMMY UMMEL JR. and CARY K. UMMEL, husband and wife and to me personally known to be the identical persons whose signatures are affixed hereto, and that each did acknowledge the execution thereof to be his or her voluntary act and deed.
IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal at Grand Island, Nebraska, on the date last above written.
My commission expires _____.

Notary Public (Seal)

**UMMELVILLE SECOND SUBDIVISION
IN THE CITY OF GRAND ISLAND, NEBRASKA**

RESOLUTION 2014-115

WHEREAS Tommy Ummel Sr., a single person, and Tommy Ummel Jr. and Cary K. Ummel, husband and wife, being the owners of the land described hereon, has caused same to be surveyed, subdivided, platted and designated as "UMMELVILLE SECOND SUBDIVISION", to be laid out into 3 lots, on a tract of land comprising all of Lot One (1), Brodsky Industrial Empire Subdivision and all of Lot One (1), Ummelville Subdivision all in the City of Grand Island, Hall County, Nebraska, and has caused a plat thereof to be acknowledged by it; and

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

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

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

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 27, 2014.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
May 23, 2014	☐ City Attorney



City of Grand Island

Tuesday, May 27, 2014

Council Session

Item G-7

#2014-116 - Approving Acquisition of Utility Easement - 2705 W. Highway 30 - BTW Properties, Inc.

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

Staff Contact: Tim Luchsinger, Utilities Director

RESOLUTION 2014-116

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

WHEREAS, a public hearing was held on May 27, 2014, for the purpose of discussing the proposed acquisition of a twenty foot wide easement located in the City of Grand Island, Hall County, Nebraska; and more particularly described as follows:

The northerly twenty (20.0) feet of the southerly eighty (80.0) feet of the westerly forty (40.0) feet of Lot One (1), Commercial Industrial Park Fourth Subdivision in the City of Grand Island, Hall County, Nebraska.

The above-described easement and right-of-way containing 0.018 acres, more or less, as shown on the plat dated 5/7/2014, marked Exhibit "A" attached hereto and incorporated herein by reference.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska May 27, 2014.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	▣ _____
May 23, 2014	▣ City Attorney

U.S. HWY 30

FRONTAGE ROAD

COMMERCIAL

INDUSTRIAL PARK

FOURTH

INDUSTRIAL LANE

LOT 1
BONSALL

LOT 2

LOT 3

LOT 4

EXISTING 16' EASEMENT

EXISTING 20' EASEMENT

WESTERLY LINE- LOT 1, COMMERCIAL INDUSTRIAL PARK 4TH SUB.

SOUTHERLY LINE- LOT 1, COMMERCIAL INDUSTRIAL PARK 4TH SUB.

SUB.

SUB.

LEGEND



INDICATES 20' WIDE
UTILITY EASEMENT



<p>CITY OF GRAND ISLAND UTILITIES DEPARTMENT</p>	
<p>EXHIBIT "A"</p>	
<p>DRN BY: K.J.M.</p>	<p>SCALE: 1"= 60'</p>
<p>DATE: 5/7/2014</p>	<p>FILE: C.I.P. 4TH</p>



City of Grand Island

Tuesday, May 27, 2014

Council Session

Item G-8

**#2014-117 - Approving Bid Award - Water Main Project 2014-W-6
at Old Fair Road and Highway 30**

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

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

Meeting: May 27, 2014

Subject: Water Main Project 2014-W-6 – Old Fair Road and Highway 30

Item #'s: G-8

Presenter(s): Timothy Luchsinger, Utilities Director

Background

Water Main Project 2014-W-6 will connect two existing water mains near Old Fair Road and Highway 30. The existing mains were installed in 1973 and 1975 with the intention of being tied together in the future. The new construction will provide a looped feed to the surrounding commercial area, assist with system redundancy for maintenance, and increase fire protection capacity.

The project will install an 8-inch diameter ductile-iron water main across Old Fair Road going north and continuing east along the south side of Old Potash Highway. The new main will connect the existing main that ends east of Old Fair Road to the existing main on Old Potash Highway that ends east of Old Highway 30. A site map of the area is attached for reference.

Discussion

Requests for bids were advertised in accordance with City Procurement Codes. Five plan service firms and six construction companies received copies of the bid documents and plans. Three bids were received and publicly opened at 2:00 p.m. on May 15, 2014.

The bids have been reviewed and evaluated. All bids were without errors and exceptions. Tabulated below is the evaluated bid price from each of the bidders.

Bidder	Bid Security	Exceptions	Evaluated Bid Price	Completion
Diamond Engineering Co. Grand Island, Nebraska	Universal Surety Co.	None	\$62,715.88	90 days
Van Kirk Bros Construction Sutton, Nebraska	Universal Surety Co.	None	\$57,455.05	180 days

Bidder	Bid Security	Exceptions	Evaluated Bid Price	Completion
General Excavating Lincoln, Nebraska	Universal Surety Co.	None	\$87,727.43	120 Days

Alternatives

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

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

Recommendation

City Administration recommends that the Council award the contract for Water Main Project 2014-W-6 to the low responsive bidder, Van Kirk Bros. Contracting of Sutton, Nebraska, in the amount of \$57,455.05.

Sample Motion

Move to approve the contract for Water Main Project 2014-W-6 to Van Kirk Sand & Gravel, Inc., d/b/a Van Kirk Bros. Contracting of Sutton, Nebraska in the amount of \$57,455.05.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: May 15, 2014 at 2:00 p.m.
FOR: Water Main Project 2014-W-6 - Old Fair Road and Highway 30
DEPARTMENT: Utilities
ESTIMATE: \$80,000.00
FUND/ACCOUNT: 525
PUBLICATION DATE: April 30, 2014
NO. POTENTIAL BIDDERS: 6

SUMMARY

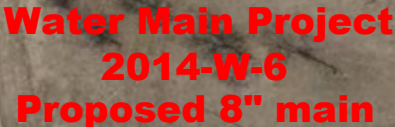
Bidder:	<u>Diamond Engineering Co.</u> Grand Island, NE	<u>Van Kirk Bros. Contracting</u> Sutton, NE
Bid Security:	Universal Surety Co.	Universal Surety Co.
Exceptions:	None	None
Bid Price:	\$62,715.80	\$57,455.05
Completion:	90 Days	180 Days

Bidder:	<u>General Excavating</u> Lincoln, NE
Bid Security:	Universal Surety Co.
Exceptions:	None
Bid Price:	\$87,727.43
Completion:	120 Days

cc: Tim Luchsinger, Utilities Director
Mary Lou Brown, City Administrator
Stacy Nonhoff, Purchasing Agent
Lynn Mayhew, Assist. Utilities Director

Bob Smith, Assist. Utilities Director
Jaye Monter, Finance Director
Pat Gericke, Utilities Admin. Assist.
Jamie Royer, Utilities Civil Eng.

P1736



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RESOLUTION 2014-117

WHEREAS, the City of Grand Island invited sealed bids for construction of Water Main Project 2014-W-16 at Old Fair Road and Highway 30, according to plans and specifications on file with the Utilities Department; and

WHEREAS, on May 15, 2014, bids were received, opened and reviewed; and

WHEREAS, Van Kirk Bros. Contracting of Sutton, Nebraska, submitted a bid in accordance with the terms of the advertisement of bids and plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$57,455.05; and

WHEREAS, the bid of Van Kirk Bros. Contracting is less than the estimate for the construction of Water Main Project 2014-W-16 at Old Fair Road and Highway 30.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Van Kirk Bros. Contracting in the amount of \$57,455.05 for construction of Water Main Project 2014-W-16 at Old Fair Road and Highway 30, is hereby approved as the lowest responsible bid, and the Mayor is authorized to sign the contract on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 27, 2014.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
May 23, 2014	☐ City Attorney



City of Grand Island

Tuesday, May 27, 2014

Council Session

Item G-9

#2014-118 - Approving Bid Award - Truck Chassis with Service Crane Body & PTO Driven Under Deck Air Compressor - Water Shop Unit 903

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

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

Meeting: May 27, 2014

Subject: Truck Chassis with Service Crane Body & PTO Driven
Underdeck Air Compressor (Unit 903), Water Shop -
Utilities Department

Item #'s: G-9

Presenter(s): Timothy Luchsinger, Utilities Director

Background

The Water Department budgeted for the replacement of Unit #903, a 1997 GMC Sierra with an underdeck compressor and a 4,000 watt generator. Bid documents were mailed to eight possible bidders, including all local dealers. Sufficient funds were budgeted in this year's budget to replace the truck.

Discussion

Specifications for replacement of Unit #903 were prepared by Department staff, advertised in accordance with the City Purchasing Code, sent to eight potential bidders, and posted on the City's Web Site. The bids were publically opened on May 13, 2014. One bid was received as tabulated below. The estimated amount for this replacement vehicle was \$130,000.

Bidder	Base Bid	Trade-In	Net Bid
Sid Dillon Ford Crete, Nebraska Cab & Chassis: Ford F550 Air Compressor: Van Air UDSM90 Crane: Palfinger – PSC-4329 Utility Body: Omaha Standard PCB 43-11 CS Exceptions: Noted	\$123,300.00	\$(7,000.00)	\$116,300.00

Exceptions were noted, with only one negative; a lug wrench is not available.

After evaluating the bid for Unit #903, the Utilities Department recommends accepting the bid from Sid Dillon Ford of Crete, Nebraska, with a bid of \$123,300.00, and a trade-in value of \$7,000.00.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the purchase of the 2015 Truck with Service Crane Body and PTO Driven Underdeck Air Compressor (Unit #903), from Sid Dillon Ford, in the amount of \$123,300.00, and a trade-in value of \$7,000.00, for a total expense of \$116,300.00.

Sample Motion

Move to approve the purchase of a 2015 Truck with Service Crane Body & PTO Driven Underdeck Air Compressor (Unit #903), from Sid Dillon Ford of Crete, Nebraska, in the amount of \$116,300.00, including trade-in.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: May 13, 2014 at 2:00 p.m.

FOR: 2014 Truck Chassis with Service Crane Body & PTO Driven
Underdeck Air Compressor

DEPARTMENT: Utilities

ESTIMATE: \$130,000.00

FUND/ACCOUNT: 525

PUBLICATION DATE: April 22, 2014

NO. POTENTIAL BIDDERS: 9

SUMMARY

Bidder: Sid Dillon Ford
Crete, NE

Exceptions: Noted

Bid Price:	<u>Make</u>	<u>Model</u>
Cab & Chassis:	Ford (2015)	F-550
Air Compressor:	Van Air	UDSM90
Crane:	Pal Finger	PS4329
Utility Body:	Omaha Standard	PCB 43-11 CS

Total Base Bid: \$123,300.00

Less Trade-In: \$ 7,000.00

Final Bid: \$116,300.00

cc: Tim Luchsinger, Utilities Director
Mary Lou Brown, City Administrator
Stacy Nonhoff, Purchasing Agent
Ruben Sanchez, Utility Water Dept.

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

P1731

RESOLUTION 2014-118

WHEREAS, the City of Grand Island invited sealed bids for a 2014 Truck Chassis with Service Crane Body & PTO Driven Underdeck Air Compressor (Unit #903) according to plans and specifications on file with the Utilities Department; and

WHEREAS, on May 13, 2014, one bid was received, opened and reviewed; and

WHEREAS, Sid Dillon Ford of Crete, Nebraska, submitted a bid for a 2015 Truck Chassis with Service Crane Body & PTO Driven Underdeck Air Compressor (Unit #903), 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 \$116,300.00; and

WHEREAS, the bid of Sid Dillon Ford is less than the estimate for the Truck Chassis with Service Crane Body & PTO Driven Underdeck Air Compressor.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Sid Dillon Ford, in the amount of \$123,300.00 and a \$7,000.00 trade-in amount, for the 2015 Truck Chassis with Service Crane Body & PTO Driven Underdeck Air Compressor is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 27, 2014.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
May 23, 2014	☐ City Attorney



City of Grand Island

Tuesday, May 27, 2014

Council Session

Item G-10

#2014-119 - Approving Change Order #2 - AMEC Air Quality Control Project 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: May 27, 2014

Subject: Air Quality Control System at Platte Generating Station –
AMEC - Change Order #2

Item #'s: G-10

Presenter(s): Timothy Luchsinger, Utilities Director

Background

On December 21, 2011, EPA released the Mercury and Air Toxics Standards (MATS), requiring the maximum achievable control technology for mercury and other hazardous pollutants from electric generating units, with a compliance date of March 2015, although an additional one year for compliance may be granted by individual states. The City of Grand Island hired Kiewit Engineering to study the best options available to meet the MATS requirements. Kiewit developed a specification for an Engineering Procurement Contract (EPC) and it was publicly bid.

On January 8, 2013, Council approved and the City of Grand Island entered in to an Engineering Procurement Contract with AMEC of Tucker, Georgia, to install a scrubber, baghouse, and mercury removal system at the Platte Generating Station for \$41,189,331.00.

Discussion

During the initial engineering process to write the specification for the Air Quality Control System (AQCS), the requirements for the roofs to meet FM Global standards were not included in the specification. FM Global provides insurance for the power plants, and a higher standard for wind uplift is a requirement on the roof panels to prevent the roof panels from being blown off in high winds. To meet these requirements, more structural steel is required to fasten the roof panels. This change provides for the additional steel required to attach the panels to the structure.

The basis for the change, the proposed change, and the cost change, have been reviewed by both Kiewit and Department management staff, and is justified and reasonable.

The total for this Change Order is \$54,401.00 and increases the contract by 0.13% to \$42,140,242.00.

Alternatives

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

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

Recommendation

City Administration recommends authorizing Change Order #2 to the Air Quality Control System at Platte Generating Station for FM Global roof requirements for an addition to the contract price of \$54,401.00.

Sample Motion

Move to approve Change Order #2 with AMEC in the amount of \$54,401.00 for the Air Quality Control System at Platte Generating Station.



*Working Together for a
Better Tomorrow. Today.*

Change Order #2

May 14, 2014

TO: AMEC Kamtech, Inc.
1979 Lakeside Parkway, Suite 400
Tucker, GA 30084
770-688-2500

PROJECT: AQCS-Equipment Purchase and Construction

You are hereby directed to make the following change in your contract:

- 1 Additional payment per the attached spreadsheet.

ADD: \$54,401.00

The original Contract Sum	<u>\$41,189,331.00</u>
Previous Change Order Amounts	<u>\$ 896,510.00</u>
The Contract Sum is increased by this Change Order	<u>\$ 54,401.00</u>
The Contract Sum is decreased by this Change Order	<u>\$</u>
The total modified Contract Sum to date	<u>\$42,140,242.00</u>

Approval and acceptance of this Change Order acknowledges understanding and agreement that the cost and time adjustments included represent the complete values arising out of and/or incidental to the work described therein.

APPROVED: CITY OF GRAND ISLAND

By: _____

Date _____

Attest: _____

Approved as to Form, City Attorney

ACCEPTED: AMEC Kamtech, Inc.

By: _____

Date _____

City of Grand Island
Utilities Department
General Work Contract - Change Order

May 14, 2014

Change Order #2

TO: AMEC Kamtech, Inc.
1979 Lakeside Parkway, Suite 400
Tucker, GA 30084
770-688-2500

PROJECT: AQCS-Equipment Purchase and Construction

EWO7104

Contract: \$41,189,331.00

<u>Change</u>	<u>Description</u>	<u>Amount</u>
001	Additional structural steel to fasten the roof panels	\$54,401.00
002	per FM Global requirements on wind uplift	
003		
004		
005		
006		
007		
008		
009		
010		
011		
012		
013		
014		
015		
	TOTAL CHANGE ORDER	\$54,401.00

RESOLUTION 2014-119

WHEREAS, AMEC of Tucker, Georgia, was awarded the contract for Air Quality Control System (AQCS) at Platte Generating Station, at the January 8, 2013 City Council meeting; and

WHEREAS, during the initial engineering process, the requirements for the roofs to meet FM Global standards were not included in the specification; and

WHEAREAS, FM Global provides insurance for power plants, and a higher standard for wind uplift is a requirement on the roof panels. These standards require more structural steel to fasten the roof panels to the structure; and

WHEAREAS, the original Engineer, Kiewit Engineering, and Grand Island Utilities Staff agree that the change is justified and reasonable; and

WHEREAS, Change Order #2 was prepared for a contract adjustment of an additional amount of \$54,401.00, resulting in a final contract amount of \$42,140,242.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that Change Order #2 with AMEC of Tucker, Georgia, resulting in an additional cost of \$54,401.00, for a final contract price of \$42,140,242.00, is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 27, 2014.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	▣ _____
May 23, 2014	▣ City Attorney



City of Grand Island

Tuesday, May 27, 2014

Council Session

Item G-11

**#2014-120 - Approving Certificate of Final Completion for
Stagecoach Detention Cell Improvement Project No. 2013-D-1**

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

Council Agenda Memo

From: Terry Brown PE, Assistant Public Works Director

Meeting: May 27, 2014

Subject: Approving Certificate of Final Completion for
Stagecoach Detention Cell Improvement Project No.
2013-D-1

Item #'s: G-11

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

Background

Hooker Brothers Construction Co., of Grand Island, Nebraska was awarded a \$112,544.70 contract by the City Council on July 9, 2013 to reshape the cell in order for it to remain dry for the installation of a concrete liner through the bottom of the cell. This liner will make for easier maintenance & improve water flow throughout the cell. Work on the project commenced on August 1, 2013 and was completed on September 13, 2013.

Discussion

The Stagecoach detention cell project in southwest Grand Island was designed in order to improve the condition of the existing cell. Survey information from the area was gathered to design a solution to the situation. It was found that the interior of the cell was lower in elevation than the outlet, or pump station, which drains the cell. This often times led to standing water making the cell unmaintainable, resulting in heavy vegetation.

Several options were looked at, but it was decided that the most economical and maintainable design was to fill in the lower portion of the cell and install a new low flow liner from the inlet to the outlet. This concrete liner allows for low flows to run down this liner and keep the rest of the area dry. It is easily cleaned with a small loader. The rest of the cell was sloped to this liner so water can drain to it and will be maintainable most of the time. The bottom of the cell may still be affected by groundwater in wet times, but not as much since the bottom of the cell was raised a 1 foot in the middle and 1.5 feet on the outer edges.

The project was completed in accordance with the terms, conditions and stipulations of the bidding process. The project was completed at a total cost of \$112,544.70.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the Certificate of Final Completion for Stagecoach Detention Cell Improvement Project No. 2013-D-1.

Sample Motion

Move to approve the resolution.

ENGINEER'S CERTIFICATE OF FINAL COMPLETION

Stagecoach Detention Cell Improvement Project No. 2013-D-1
CITY OF GRAND ISLAND, NEBRASKA
May 27, 2014

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

This is to certify that the Stagecoach Detention Cell Improvement Project No. 2013-D-1 has been fully completed by Hooker Brothers Construction Co. of Grand Island, Nebraska under the contract dated July 9, 2013. The work has been completed in accordance with the terms, conditions, and stipulations of said contract and complies with the contract, the plans and specifications. The work is hereby accepted for the City of Grand Island, Nebraska, by me as Public Works Director in accordance with the provisions of Section 16-650 R.R.S., 1943.

Stagecoach Detention Cell Improvement Project No. 2013-D-1

Item No.	Description	Total Quantity	Unit	Unit Price	Total Cost
Base Bid					
1	8' – 6" P.C. Concrete Flow Liner	2,296.00	s.f.	\$11.20	\$25,715.20
2	Earthwork	1.00	l.s.	\$69,725.00	\$69,725.00
3	Seeding – Unimproved Areas	1.89	Acr	\$9,050.00	\$17,104.50
Total Base Bid =					\$112,544.70

I hereby recommend that the Engineer's Certificate of Final Completion for the Stagecoach Detention Cell Improvement Project No. 2013-D-1 be approved.

John Collins – City Engineer/Public Works Director

Jay Vavricek – Mayor

RESOLUTION 2014-120

WHEREAS, the City Engineer/Public Works Director for the City Of Grand Island has issued a Certificate of Completion for the Stagecoach Detention Cell Improvement Project No. 2013-D-1, certifying that Hooker Brothers Construction Co., of Grand Island, Nebraska, under contract, has completed the project; and

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

WHEREAS, the Mayor concurs with the recommendation of the City Engineer/Public Works Director.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Certificate of Final Completion for the Stagecoach Detention Cell Improvement Project No. 2013-D-1, in the amount of \$112,544.70, is hereby confirmed.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 27, 2014.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	▣ _____
May 23, 2014	▣ City Attorney



City of Grand Island

Tuesday, May 27, 2014

Council Session

Item G-12

#2014-121 - Approving Certificate of Final Completion for Fire Station No. 4 (3690 West State Street) & No. 3 (2310 South Webb Road) Concrete Pavement Replacement - 2013

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

Council Agenda Memo

From: Terry Brown PE, Assistant Public Works Director

Meeting: May 27, 2014

Subject: Approving Certificate of Final Completion for Fire Station No. 4 (3690 West State Street) & No. 3 (2310 South Webb Road) Concrete Pavement Replacement - 2013

Item #'s: G-12

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

Background

The Diamond Engineering Co. of Grand Island, Nebraska was awarded a \$99,804.00 contract by the City Council on July 9, 2013 to alleviate some drainage issues at Station No. 4 (3690 West State Street), as well as improve the condition of the parking lot at Station No. 4 & No. 3 (2310 South Webb Road). Work on the project commenced on March 1, 2014 and was completed on May 6, 2014.

Change Order No. 1 for Fire Station No. 3 was approved by City Council on April 8, 2014 in the amount of \$1,435.00, which became necessary when removal of an existing culvert that was damaged and scheduled to be replaced as part of the original contract uncovered a buried valve box for an existing water main service. In order to install the new culvert a bend was placed in the proposed pipe to clear the valve box. The most cost effective method for installation of the bend was to install a concrete collar poured around the miter in the pipe. This change order addressed the concrete collar and the installation of a proper valve box, which resulted in a revised contract amount of \$101,239.00.

Discussion

The project was completed in accordance with the terms, conditions and stipulations of the bidding process in the total amount of \$102,058.53, for an overage of \$819.53. This overage was due to additional removal and replacement of concrete.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the Certificate of Final Completion for Fire Station No. 4 (3690 West State Street) & No. 3 (2310 South Webb Road) Concrete Pavement Replacement - 2013.

Sample Motion

Move to approve the resolution.

ENGINEER'S CERTIFICATE OF FINAL COMPLETION

Fire Station No. 4 – 3690 West State Street & Fire Station No. 3 – 2310 South Webb Road
Concrete Pavement Replacement – 2013

CITY OF GRAND ISLAND, NEBRASKA
May 27, 2014

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

This is to certify that Fire Station No. 4 (3690 West State Street) & Fire Station No. 3 (2310 South Webb Road) Concrete Pavement Replacement - 2013 has been fully completed by The Diamond Engineering Company of Grand Island, Nebraska under the contract dated July 9, 2013. The work has been completed in accordance with the terms, conditions, and stipulations of said contract and complies with the contract, the plans and specifications. The work is hereby accepted for the City of Grand Island, Nebraska, by me as Public Works Director in accordance with the provisions of Section 16-650 R.R.S., 1943.

Fire Station No. 4 (3690 West State Street) & Fire Station No. 3 (2310 South Webb Road)

Item No.	Description	Total Quantity	Unit	Unit Price	Total Cost
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Bid Section "A" – Fire Station No. 4 - 3690 W State Street

1	Remove Asphalt Paving	224.00	s.y.	\$7.90	\$1,769.60
2	Remove Concrete Paving	722.00	s.y.	\$7.30	\$5,270.60
3	Remove Concrete Driveway	56.00	s.y.	\$8.50	\$476.00
4	Remove Concrete Trail	32.00	s.y.	\$7.25	\$232.00
5	10" P.C. Concrete Paving	1,037.00	s.y.	\$48.65	\$50,450.05
6	6" P.C. Concrete Drainage Letdown	72.00	s.y.	\$61.10	\$4,399.20
7	Over Excavation	100.00	c.y.	\$22.30	\$2,230.00
8	Grading	1.00	l.s.	\$1,485.00	\$1,485.00
Total Bid Section "A" =					\$66,312.45

Item No.	Description	Total Quantity	Unit	Unit Price	Total Cost
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Bid Section "B" – Fire Station No. 3 – 2310 S Webb Road

1	Remove 6" Concrete	158.50	s.y.	\$9.30	\$1,474.05
2	Remove 24" CMP	30.00	l.f.	\$9.65	\$289.50
3	Place 30" Equivalent Arch RCP	64.00	l.f.	\$185.00	\$11,840.00
4	Place 30" Equivalent Flared End	1.00	ea.	\$2,000.00	\$2,000.00
5	Junction Box w/ Beehive Grate	1.00	ea.	\$2,765.00	\$2,765.00
6	Build 10" Concrete	275.50	s.y.	\$50.55	\$13,926.53
7	Furnish & Fill Dirt	90.00	c.y.	\$22.40	\$2,016.00
Total Bid Section "B" =					\$34,311.08

Item No.	Description	Total Quantity	Unit	Unit Price	Total Cost
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Change Order No. 1 – First Station No. 3 – 2310 S Webb Road

CO 1-1	Remove Asphalt Paving	1.00	ea.	\$1,260.00	\$1,260.00
CO 1-2	Remove Concrete Paving	1.00	ea.	\$175.00	\$175.00
Total Bid Section Change Order No. 1=					\$1,435.00

Grand Total Bid Section “A” + “B” + Change Order No. 1=					\$102,058.53
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I hereby recommend that the Engineer’s Certificate of Final Completion for Fire Station No. 4 (3690 West State Street) & Fire Station No. 3 (2310 South Webb Road) Concrete Pavement Replacement - 2013 be approved.

John Collins – City Engineer/Public Works Director

Jay Vavricek – Mayor

RESOLUTION 2014-121

WHEREAS, the City Engineer/Public Works Director for the City Of Grand Island has issued a Certificate of Completion for Fire Station No. 4 (3690 West State Street) & No. 3 (2310 South Webb Road) Concrete Pavement Replacement – 2013, certifying that The Diamond Engineering Company, of Grand Island, Nebraska, under contract, has completed the project; and

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

WHEREAS, the Mayor concurs with the recommendation of the City Engineer/Public Works Director.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Certificate of Final Completion for Fire Station No. 4 (3690 West State Street) & No. 3 (2310 South Webb Road) Concrete Pavement Replacement – 2013, in the amount of \$102,058.53, is hereby confirmed.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 27, 2014.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
May 23, 2014	☐ City Attorney



City of Grand Island

Tuesday, May 27, 2014

Council Session

Item G-13

**#2014-122 - Approving Supplemental Agreement No. 1 with
Kirkham Michael & Associates for Construction Engineering
Services for the US Highway 30 Drainage Improvement Project**

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

Council Agenda Memo

From: Scott Griepentstroh, Project Manager

Meeting: May 27, 2014

Subject: Approving Supplemental Agreement No. 1 with Kirkham Michael & Associates for Construction Engineering Services for the US Highway 30 Drainage Improvement Project

Item #'s: G-13

Presenter(s): John Collins, Public Works Director

Background

All agreements must be approved by the City Council.

The purpose of the US-30 Drainage Improvement project is to construct storm sewer to the detention cell at the former location of the Wasmer Elementary School from connections on Second Street at Logan Street, Broadwell Avenue, and Madison Street. The improvements will significantly reduce the likelihood of flooding during storm events on Second Street. The project includes constructing drainage inlets on First Street and Division Street between Logan Street and Madison Street, which will provide drainage relief in those areas as well.

Other benefits the project will provide to the community include reconstruction of sidewalk ramps to Americans with Disabilities Act standards, construction of new concrete pavement, and relief for storm sewer that drains Third Street north of the project area.

This project is receiving Federal Funding through the Surface Transportation Program (STP). The project will provide drainage improvements to areas not eligible for Federal Funding and, as per a February 2011 Drainage Study Report, the Federal Highway Administration (FHWA) agreed to participate on only 77% of the construction and utility relocation costs, which STP funding would then be applied on an 80/20 basis. The funding split for eligible construction and utility relocation costs is 61.6% Federal Aid and 38.4% local funds.

On November 13, 2012, City Council approved Supplemental Agreement No. 1 with the Nebraska Department of Roads (NDOR) for clarification on the Federal share payable for the eligible and participating costs of the Preliminary Engineering, Right-of-Way and Construction phases of this project.

On May 14, 2013, City Council approved Supplemental Agreement No. 2 for limiting future obligations for the US Highway 30 Drainage Improvement Project. Funding shortfalls were caused by the current highway funding and authorization bill, the Moving Ahead for Progress in the 21st Century Act (MAP-21). To address the funding shortage, NDOR agreed to provide more funds to deliver projects already programmed through STP funds with First Class Cities, but required the Federal Aid funding for these projects to be capped. Under Supplemental Agreement No. 2 the maximum amount of STP funds that can be obligated for all project costs is \$1,011,495. The maximum amount that can be obligated for construction engineering services is 61.6% of \$130,000, or \$80,080.

On June 25, 2013, by Resolution No. 2013-198 the City entered into an agreement with Kirkham Michael & Associates for Construction Engineering Services for the project. The work was to be performed at actual costs with a maximum amount of \$179,365.15, plus a fixed-fee-for-profit amount of \$20,101.78, for a total agreement amount of \$199,466.93. The fixed-fee is computed upon the direct labor or wage costs, indirect labor costs, indirect-non-labor costs, and direct payroll additives.

Discussion

Construction on the US-30 Drainage Improvement project commenced on August 28, 2013. The contract project duration was originally estimated to take 23 weeks to complete, however, project delays occurred in October and November that were beyond the Contractor's control. The project delays were due to additional pavement work and due to inclement weather conditions affecting efficiency in operations.

The existing pavement on Monroe Street on the east side of the Wasmer Detention Cell was in poor condition, but was not in the original plans to be replaced. The concrete pavement was reconstructed in October of 2013 as part of this project to ensure that the pavement would remain in acceptable condition while Broadwell Avenue traffic was detoured onto this section in 2014. The additional paving work resulted in approximately two weeks delay to the overall schedule due to accommodations for property access and untimely weather affecting subgrade conditions.

In November of 2013, the Contractor was directed to cease storm sewer construction and complete all paving work at locations where work had started so that the workzone could be returned to normal traffic conditions and no temporary traffic control would be required over the winter. Inclement weather in late October and November affected the Contractor's operations and resulted in approximately two weeks delay to the overall schedule.

The additional costs for Construction Engineering Services that were computed for this supplemental agreement account for days when full days of Construction Engineering Services were not required during the construction contract period in 2013.

Through this supplemental agreement, the original agreement is amended and the fixed-fee-for-profit is increased from \$20,101.78 to \$21,897.71, an increase of \$1,795.93. Actual costs are increased from \$179,365.15 to \$194,295.21, an increase of \$14,930.06. The total agreement amount is increased from \$199,466.93 to \$216,192.92, an increase of \$16,725.99 which the Consultant must not exceed without the prior written approval of the City of Grand Island. Due to the federal funding cap, the City's participation in these costs will be 100%.

Construction is on schedule to be completed in June of 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 approves the supplemental agreement with Kirkham Michael & Associates for Construction Engineering Services for the US-30 Drainage Improvement Project.

Sample Motion

Move to approve Supplemental Agreement No. 1 with Kirkham Michael & Associates for Construction Engineering Services for the US-30 Drainage Improvement Project.

SUPPLEMENTAL AGREEMENT #1

CITY OF GRAND ISLAND
KIRKHAM MICHAEL & ASSOCIATES INC.
PROJECT NO. URB-30-4(158)
CONTROL NO. 40352A
US-30 DRAINAGE IMPROVEMENT

THIS SUPPLEMENTAL AGREEMENT, made and entered into by and between City of Grand Island, Nebraska, hereinafter referred to as the Local Public Agency or "LPA," and Kirkham Michael & Associates hereinafter referred to as the "Consultant."

WHEREAS, the Consultant and the LPA entered into Engineering Agreement BK1349 executed by the Consultant on June 20, 2013 and executed by the LPA on June 25, 2013, hereinafter referred to as the "Original Agreement", providing for construction engineering services for Project No. URB-30-4(158), and

WHEREAS, it is necessary that work not contemplated in the Original Agreement, Supplemental No.1 be added under this supplemental agreement, and

WHEREAS, it is necessary to increase the Consultant's compensation by this supplemental agreement for the additional work necessary to complete the project, and

WHEREAS, it is the desire of the LPA that the project be constructed under the designation of Project No. URB-30-4(158), as evidenced by the Resolution of the LPA dated the 27th day of May, 2014, attached and identified as EXHIBIT "A" and made a part of this agreement, and

NOW THEREFORE, in consideration of these facts, the Consultant and LPA agree as follows:

SECTION 1. A Written Notice-to-Proceed was issued to the Consultant on March 27, 2014 to perform the additional work through Consultant Work Order 1. Any additional work or services performed by Consultant on the project prior to the date specified in the written Notice-to-Proceed is not eligible for reimbursement.

SECTION 2. The Consultant will perform the additional work stipulated in Consultant Work Order 1, which is attached as Exhibit "B" and hereby made a part of this supplemental agreement.

SECTION 3. For the work required, Section 7 of the Original Agreement is hereby amended and the fixed-fee-for-profit is increased from \$20,101.78 to \$21,897.71, an increase of \$1,795.93. Actual costs are increased from \$179,365.15 to \$194,295.21, an increase of \$14,930.06. The total agreement amount is increased from \$199,466.93 to \$216,192.92, an increase of

\$16,725.99 which the Consultant must not exceed without the prior written approval of the LPA.

SECTION 4. The Consultant will be paid the additional fee on the same terms stipulated in the Original Agreement and, except as specifically amended by this supplemental agreement, all


terms and conditions of the Original Agreement on Project No. URB-30-4(158), executed by the Consultant on June 20, 2013 and executed by the LPA on June 25, 2013 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused these presents to be executed by their proper officials thereunto duly authorized as of the dates below indicated.

After being duly sworn on oath, I do hereby acknowledge the foregoing certification and state that I am authorized to sign this agreement for the firm.

EXECUTED by the Consultant this 15th day of May, 2014.

KIRKHAM MICHAEL ASSOCIATE, INC.
Chad W. Marsh


Vice President

STATE OF NEBRASKA)
) ss.
HALL COUNTY)

Subscribed and sworn to before me this 15th day of May, 2014.




Notary Public

EXECUTED by the LPA this 17th day of May, 2014.

CITY OF GRAND ISLAND
Jay Vavricek

Mayor



Subscribed and sworn to before me this _____ day of _____, 2014.

Clerk



STATE OF NEBRASKA
DEPARTMENT OF ROADS
Form of Agreement Approved for
Federal Funding Eligibility:

Date

Consultant Work Order (Local Projects)

Project No.: URB-30-4(158)		Control No.: 40952A	
Consultant (Name and Representative): Kirkham, Michael & Associates - Chad W. Marsh		Agreement No.: BK 1349	
LPA: (Name and Representative) City of Grand Island - Scott Grepenstroch		Work Order No.: 1	
		Const. Change Order No.: (if applicable) NA	

All parties agree the following described work needs to be performed by the consultant as part of the referenced project. All parties concur and hereby give notice to proceed based on the following: justification to modify contract, scope of services, deliverables, schedule, and estimated total fee. All other terms of existing agreements between the parties are still in effect. It is understood by all parties that the work described herein will become part of a future supplement to the agreement indicated above.

Justification to modify agreement (includes scope of services, deliverables, and schedule):
Additional Construction Engineering Expenses for Inspection Services that will be required to complete the US-30 Drainage Improvement Project. The additional expenses are justified based on an analysis of "Inspection Days" and "Inspection Half Days" when inspection was required regardless of whether a Working Day was changed or not (also addresses "Non-Inspection Days"). Refer to the attached CWO No. 1 Analysis Report.

Work Title	Summary of Fee
A breakdown of Personnel Classifications, Rates and Direct Expenses is included in the attached CWO No. 1 Analysis Report.	A. Total Direct Labor Cost = 4,768.44
	B. Overhead (Factor * x A) = 8,059.62
	C. A + B = 12,828.06
	D. Profit/Fee (Factor ** x C) = 1,795.93
	E. Direct Non-Labor Cost = 2,102.00
	F. Subconsultant Services = 0.00
	TOTAL FEE: C + D + E + F = \$16,725.99
	<input checked="" type="checkbox"/> ESTIMATED TOTAL FEE: \$16,725.99
	<input type="checkbox"/> FINAL TOTAL FEE:

Work Order Authorization – May be granted by email and attached to this document.

Consultant: Kirkham, Michael & Assoc. Chad W. Marsh 3-26-14 Signature

LPA City of Grand Island Scott Grepenstroch 3/25/14 Signature

LPS PC (for Preliminary Engineering) and State Rep. (for Construction Engineering):
Jason J. Rottler Joanne S. Peltier 3/26/14 Signature

LPS Unit Head Review (for PE Phase):
Signature Date

LPS Engineer or Construction Engineer (Construction Phase):
Signature Date

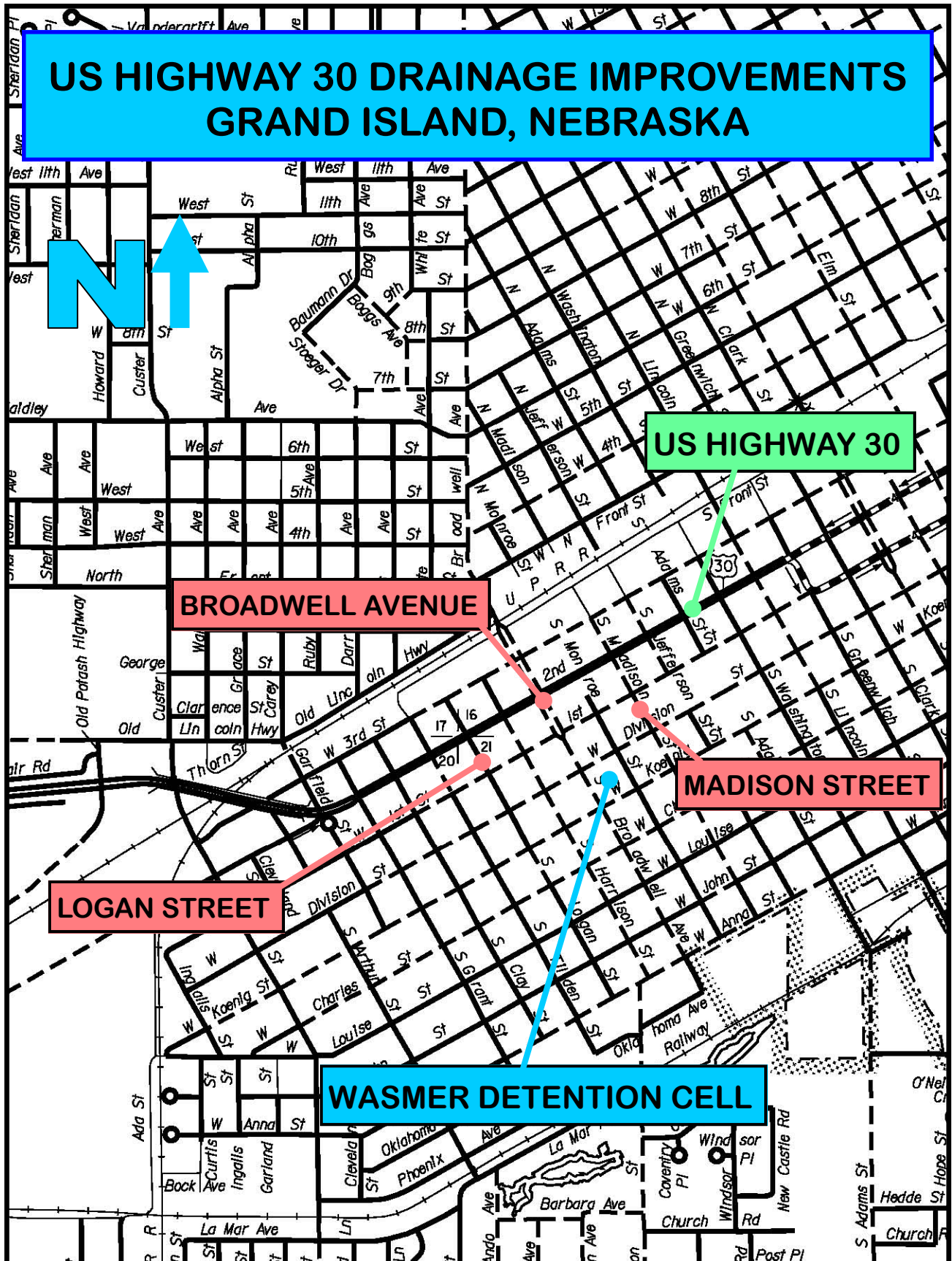
FHWA: (FHWA Approval on Full Oversight Projects Only)
Signature Date

Notice to Proceed Date: 3/27/2014

Distribution: Consultant, LPA – RC, State Rep., FHWA, LPS PC, NDOR Agreements Engineer, Highway Funds Manager, CD PC
DR Form 250, March 2014

EXHIBIT "B"

US HIGHWAY 30 DRAINAGE IMPROVEMENTS GRAND ISLAND, NEBRASKA



RESOLUTION 2014-122

WHEREAS, the City of Grand Island and Kirkham Michael and Associates, have previously executed a Construction Engineering Services Agreement (BK1349) for a transportation project for which the Local Public Agency (LPA) would like to obtain Federal funds; and

WHEREAS, the City of Grand Island understands that it must continue to strictly follow all Federal, State and local laws, rules, regulations, policies and guidelines applicable to the funding of this Federal-aid project; and

WHEREAS, the City of Grand Island and Kirkham Michael and Associates wish to enter into a construction engineering services supplemental agreement setting out modifications and/or additional duties and/or funding responsibilities for the Federal-aid project.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the attached Construction Engineering Services Supplemental Agreement No. 1 between the City of Grand Island and Kirkham Michael and Associates is hereby approved in the amount of \$16,725.99 for a total cost of \$216,192.92.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 27, 2014.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	▣ _____
May 23, 2014	▣ City Attorney



City of Grand Island

Tuesday, May 27, 2014

Council Session

Item G-14

#2014-123 - Approving Acquisition of Utility Easement in Section 13-11N-10 (Mid Plains Construction Co. – 418 N Webb Rd)

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

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

RESOLUTION 2014-123

WHEREAS, a utility easement is required by the City of Grand Island, from Mid Plains Construction Co. at 418 North Webb Road, Hall County, Nebraska, described as follows:

A 25' UTILITY EASEMENT LOCATED IN PART OF THE NORTHEAST QUARTER (NE ¼) OF SOUTHEAST QUARTER (SE ¼) OF SECTION THIRTEEN (13), TOWNSHIP ELEVEN (11) NORTH, RANGE TEN (10) WEST OF THE 6TH P.M., GRAND ISLAND, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WEST ROW OF WEBB ROAD AND THE NORTH ROW OF WEST NORTH FRONT STREET, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE ON AN ASSUMED BEARING OF S89°21'25"W ALONG THE NORTH RIGHT-OF-WAY OF WEST NORTH FRONT STREET A DISTANCE OF 25.00 FEET; THENCE N01°22'27"W A DISTANCE OF 286.80 FEET TO A POINT ON SOUTH LINE OF INSTRUMENT NO. 2014-1400; THENCE N89°00'01"E A DISTANCE OF 25.00 FEET TO A POINT ON THE WEST ROW OF WEBB ROAD; THENCE S01°22'27"E A DISTANCE OF 286.95 FEET TO A POINT OF BEGINNING; SAID UTILITY EASEMENT CONTAINS A CALCULATED AREA OF 7173.30 SQUARE FEET OR 0.17 ACRES MORE OR LESS.

WHEREAS, an Agreement for the utility easement has been reviewed and approved by the City Legal Department.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island be, and hereby is, authorized to enter into the Agreement for the utility easement on the above described tract of land.

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, May 27, 2014.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
May 23, 2014	☐ City Attorney

INSTRUMENT #2014-1400
FILED DATE 3/13/2014

INSTRUMENT #2014-0101
FILED DATE: 2/7/2014

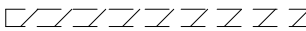
LEGEND



FND PROP. CORNER



PROPERTY LINE



UTILITY EASEMENT

S01°22'27"E 286.80'

WEBB ROAD

25' UTILITY EASEMENT

S01° 22'27"E 286.95'



NOT TO SCALE

POB

S89°21'25"W 252.79'

S89°21'25"W 25.00'

W. NORTH FRONT STREET

UTILITY EASEMENT

A 25' UTILITY EASEMENT LOCATED IN PART OF THE NORTHEAST QUARTER (NE1/4) OF SOUTHEAST QUARTER (SE1/4) OF SECTION THIRTEEN (13), TOWNSHIP ELEVEN (11) NORTH, RANGE TEN (10) WEST OF THE 6TH P.M., GRAND ISLAND, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE INTERSECTION OF THE WEST ROW OF WEBB ROAD AND THE NORTH ROW OF WEST NORTH FRONT STREET, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE ON AN ASSUMED BEARING OF S89°21'25"W ALONG THE NORTH RIGHT-OF-WAY OF WEST NORTH FRONT STREET A DISTANCE OF 25.00 FEET; THENCE N01°22'27"W A DISTANCE OF 286.80 FEET TO A POINT ON SOUTH LINE OF INSTRUMENT #2014-1400; THENCE N89°00'01"E A DISTANCE OF 25.00 FEET TO A POINT ON THE WEST ROW OF WEBB ROAD; THENCE S01°22'27"E A DISTANCE OF 286.95 FEET TO A POINT OF BEGINNING; SAID UTILITY EASEMENT CONTAINS A CALCULATED AREA OF 7173.30 SQUARE FEET OR 0.17 ACRES MORE OR LESS.

PROJECT NO: 013-2217

DRAWN BY: LJW

DATE: 03/27/2014

25' UTILITY EASEMENT



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

EXHIBIT

1



City of Grand Island

Tuesday, May 27, 2014

Council Session

Item G-15

**#2014-124 - Approving Acquisition of Utility Easement for
Sanitary Sewer Tap District No. 530T – Sanitary Sewer Extension
to Interstate 80 (Bosselman Pump & Pantry, Inc.)**

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

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

RESOLUTION 2014-124

WHEREAS, a public utility easement is required by the City of Grand Island for the Sanitary Sewer District No. 530T; – Sanitary Sewer Extension to Interstate 80, to construct and maintain such project; and

WHEREAS, acquisition of the public utility easement is as follows:

Bosselman Pump & Pantry, Inc. – \$146,267.00

THE LAST 30 FEET OF LOTS SEVEN (7), EIGHT (8), NINE (9) AND TEN (10), BLOCK ONE (1), AND THE EAST 30 FEET OF OUTLOT ONE (1), BLOCK TWO (2), ALL IN BOSSEVILLE SUBDIVISION, HALL COUNTY, NEBRASKA. SAID TRACT CONTAINS A CALCULATED AREA OF 29,556 SQUARE FEET OR 0.679 ACRES MORE OR LESS.

AND

THE EAST 30 FEET OF A TRACT OF LAND AS DESCRIBED IN INSTRUMENT NO. 0201000476 OF THE REGISTER OF DEEDS OFFICE OF HALL COUNTY, NEBRASKA. SAID TRACT CONTAINS A CALCULATED AREA OF 41,863 SQUARE FEET OR 0.961 ACRES MORE OR LESS.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island be, and hereby is, authorized to acquire such public utility easement from Bosselman Pump & Pantry, Inc., on the above-described tracts of land.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 27, 2014.

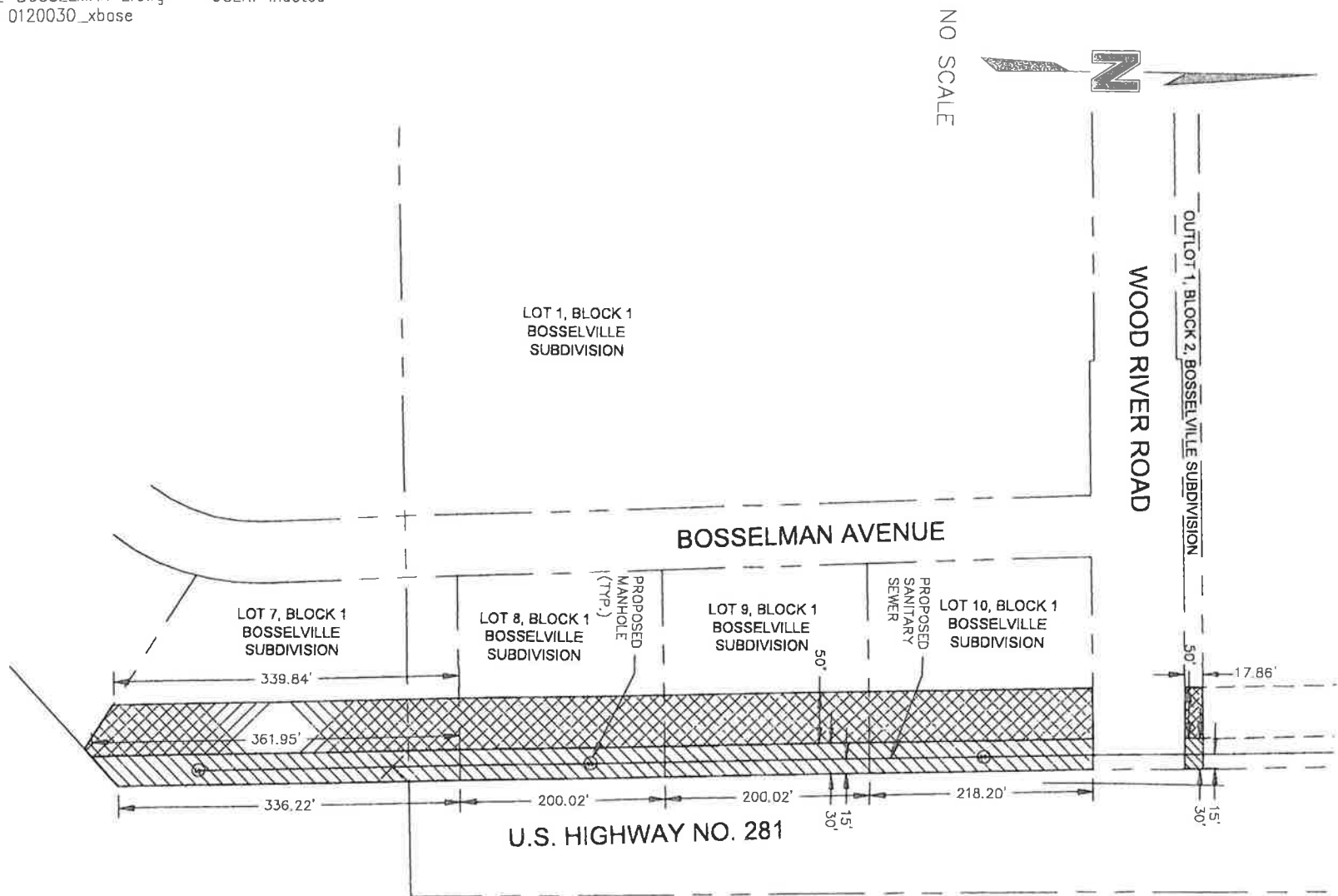
Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	▣ _____
May 23, 2014	▣ City Attorney

BOSELMAN, INC.



LEGAL DESCRIPTION OF PERMANENT EASEMENT
THE EAST 30 FEET OF LOTS SEVEN (7), EIGHT (8), NINE (9) AND TEN (10), BLOCK ONE (1), AND THE EAST 30 FEET OF OUTLOT ONE (1), BLOCK TWO (2), ALL IN BOSELVILLE SUBDIVISION, HALL COUNTY, NEBRASKA. SAID TRACT CONTAINS A CALCULATED AREA OF 29,556 SQUARE FEET OR 0.679 ACRES MORE OR LESS.

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DATE: Mar 13, 2013 8:49am XREFS: 121867_pbase 0120030_xbase

PROJECT NO: 012-1867
DRAWN BY: LH
DATE: 03/13/2013

CITY OF GRAND ISLAND
EASEMENT

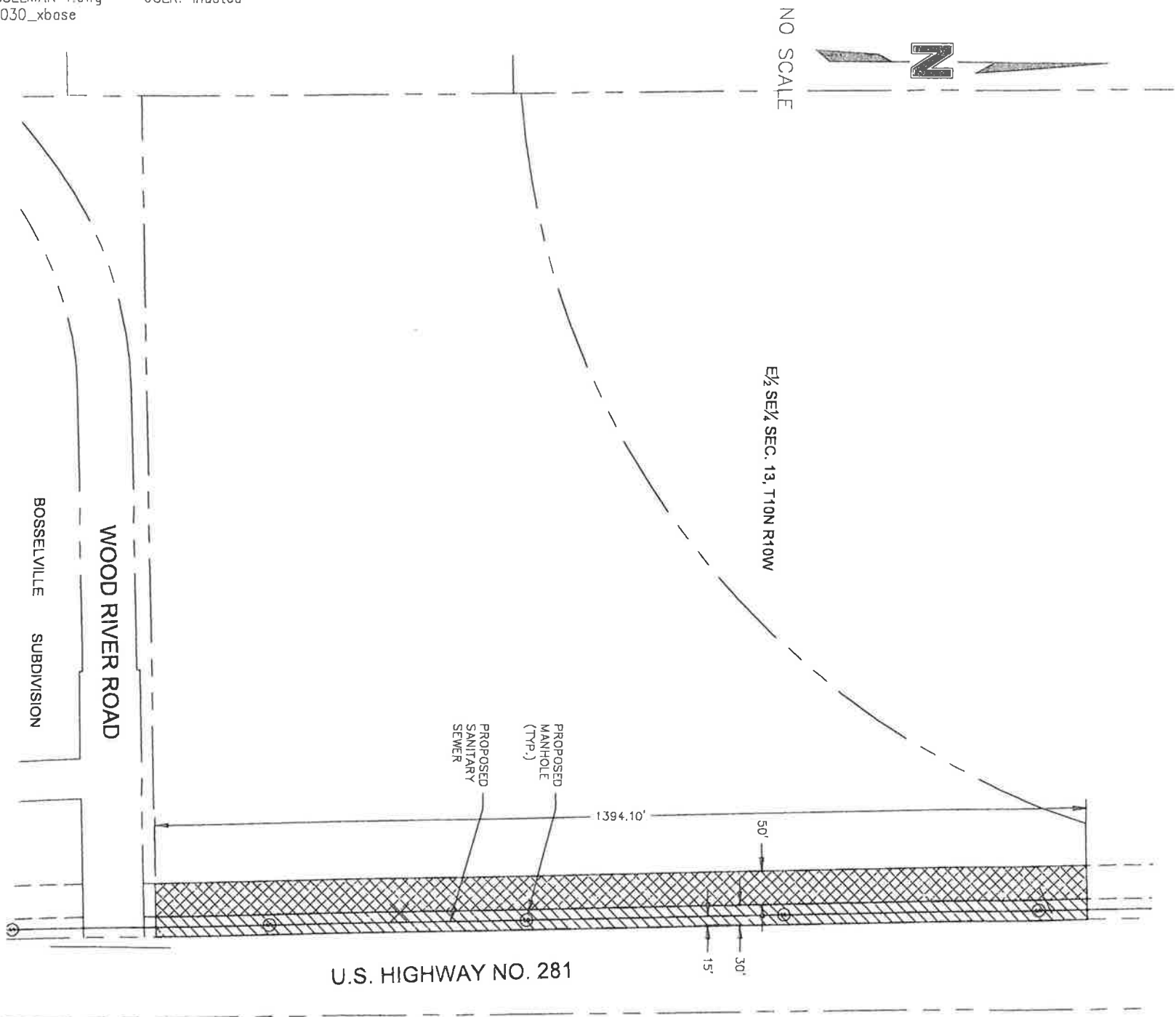
OLSSON
ASSOCIATES

2727 W. 2ND STREET
SUITE 105
HASTINGS, NE 68901
TEL 402.463.0240
FAX 402.463.0167

EXHIBIT
A

PERMANENT EASEMENT
TEMPORARY CONSTRUCTION EASEMENT

BOSSELMAN, INC.



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DATE: Mar 13, 2013 8:40am XREFS: 121867_pbase 0120030_xbase

PROJECT NO: 012-1867		CITY OF GRAND ISLAND EASEMENT	 OLSSON ASSOCIATES 2727 W. 2ND STREET SUITE 105 HASTINGS, NE 68901 TEL 402.463.0240 FAX 402.463.0187	EXHIBIT A
DRAWN BY: LH				
DATE: 03/13/2013				



City of Grand Island

Tuesday, May 27, 2014

Council Session

Item G-16

#2014-125 - Approving Temporary Construction Easement for Sanitary Sewer Tap District No. 530T – Sanitary Sewer Extension to Interstate 80 (Bosselman Pump & Pantry, Inc.)

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

Council Agenda Memo

From: Terry Brown PE, Assistant Public Works Director

Meeting: May 27, 2014

Subject: Approving Temporary Construction Easement for Sanitary Sewer Tap District No. 530T – Sanitary Sewer Extension to Interstate 80 (Bosselman Pump & Pantry, Inc.)

Item #'s: G-16

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

Background

Sanitary Sewer Tap District No. 530T; Sanitary Sewer Extension to Interstate 80 was created by City Council through Ordinance Resolution No. 9348 at the December 6, 2011 meeting.

Temporary Construction easements are needed to accommodate the extension of sanitary sewer to Interstate 80, which must be approved by City Council. The temporary construction easements will allow for the installation of sanitary sewer to this area.

A sketch is attached to show the temporary construction easement areas.

Discussion

A temporary construction easement is needed from one (1) property owner for Sanitary Sewer Tap District No. 530T; Sanitary Sewer Extension to Interstate 80 to be constructed.

Value of each tract was agreed upon between the City and the property owner.

<i>Property Owner</i>	<i>Legal Description</i>	<i>Amount</i>
Bosselman Pump & Pantry, Inc.	THE WEST 50 FEET OF THE EAST 80 FEET OF LOTS SEVEN (7), EIGHT (8), NINE (9) AND TEN (10), BLOCK ONE (1), AND THE WEST 50 FEET OF THE EAST 80 FEET OF OUTLOT ONE (1), BLOCK TWO (2), ALL IN BOSSELVILLE SUBDIVISION, HALL COUNTY, NEBRASKA. SAID TRACT CONTAINS A CALCULATED AREA OF 49,588 SQUARE FEET OR 1.138 ACRES MORE OR LESS.	\$53,733.00
	AND	
	THE WEST 50 FEET OF THE EAST 80 FEET OF A TRACT OF LAND AS DESCRIBED IN INSTRUMENT NO. 0201000476 OF THE REGISTER OF DEEDS OFFICE OF HALL COUNTY, NEBRASKA. SAID TRACT	

	CONTAINS A CALCULATED AREA OF 69,397 SQUARE FEET OR 1.593 ACRES MORE OR LESS.	
--	---	--

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the Temporary Construction Easement between the City of Grand Island and the affected property owner for Sanitary Sewer Tap District No. 530T; Sanitary Sewer Extension to Interstate 80, in the amount of \$53,733.00.

Sample Motion

Move to approve the temporary construction easements.

RESOLUTION 2014-125

WHEREAS, a temporary construction easement is required by the City of Grand Island, from an affected property owner in the Sanitary Sewer Tap District No. 530T; Sanitary Sewer Extension to Interstate 80 project area:

Bosselman Pump & Pantry, Inc. – \$53,733.00

THE WEST 50 FEET OF THE EAST 80 FEET OF LOTS SEVEN (7), EIGHT (8), NINE (9) AND TEN (10), BLOCK ONE (1), AND THE WEST 50 FEET OF THE EAST 80 FEET OF OUTLOT ONE (1), BLOCK TWO (2), ALL IN BOSSELVILLE SUBDIVISION, HALL COUNTY, NEBRASKA. SAID TRACT CONTAINS A CALCULATED AREA OF 49,588 SQUARE FEET OR 1.138 ACRES MORE OR LESS.

AND

THE WEST 50 FEET OF THE EAST 80 FEET OF A TRACT OF LAND AS DESCRIBED IN INSTRUMENT NO. 0201000476 OF THE REGISTER OF DEEDS OFFICE OF HALL COUNTY, NEBRASKA. SAID TRACT CONTAINS A CALCULATED AREA OF 69,397 SQUARE FEET OR 1.593 ACRES MORE OR LESS.

WHEREAS, such Temporary Construction easement has been reviewed and approved by the City Legal Department.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island be, and hereby is, authorized to compensate the affected property owner for the Temporary Construction easement on the above described tracts of land, in the total amount of \$53,733.00.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 27, 2014.

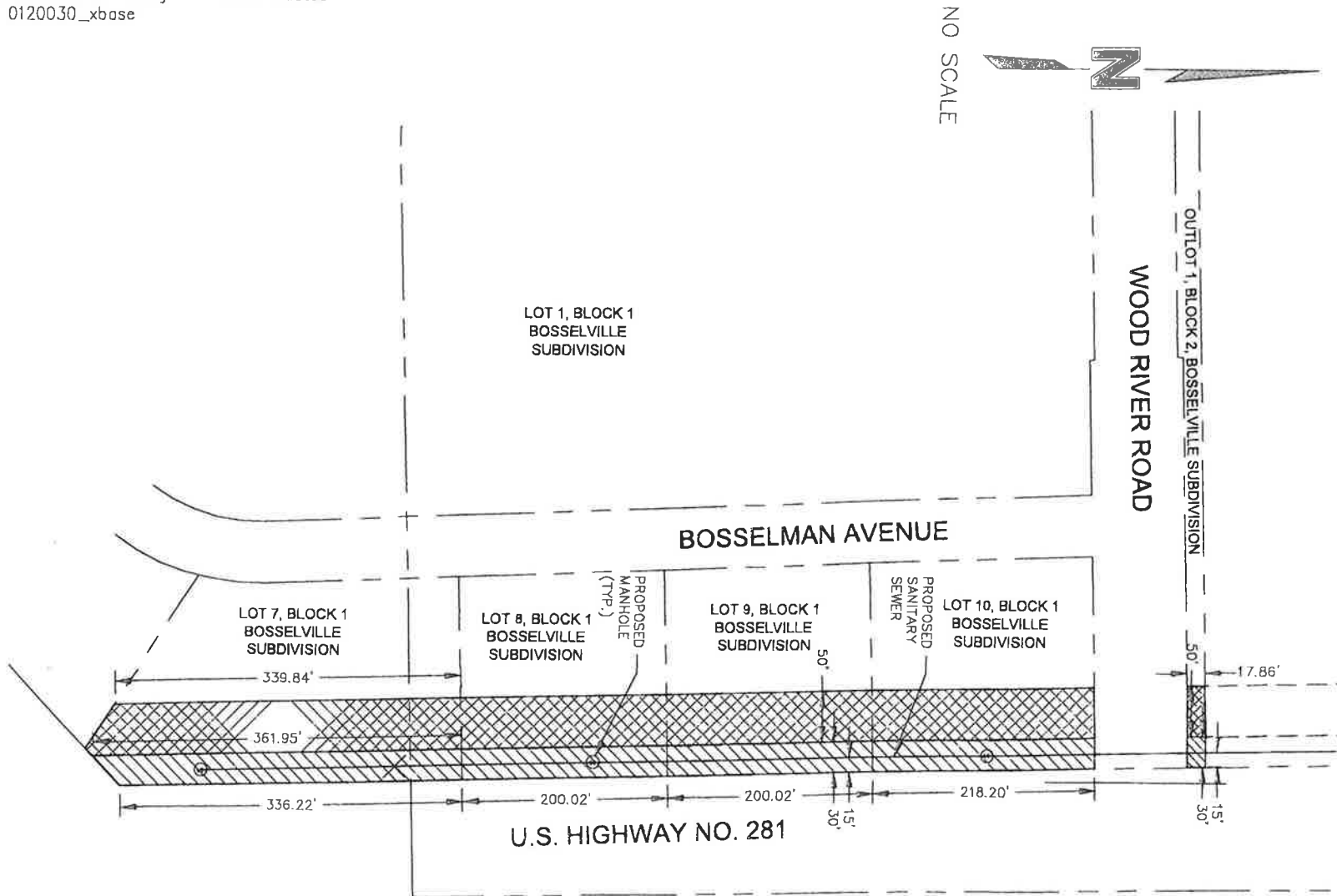
Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
May 23, 2014	☐ City Attorney

BOSELLMAN, INC.

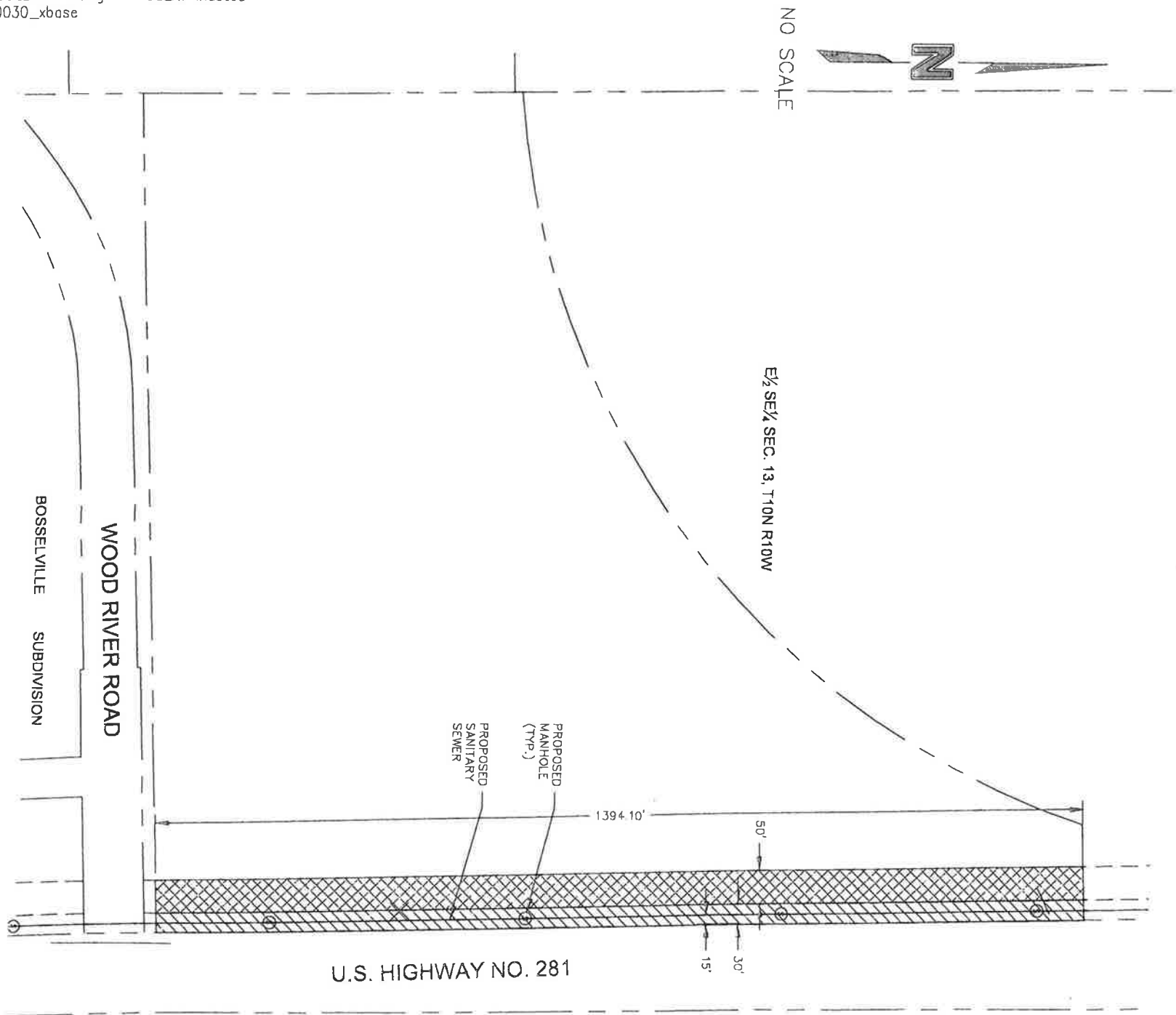


LEGAL DESCRIPTION OF TEMPORARY CONSTRUCTION EASEMENT
THE WEST 50 FEET OF THE EAST 80 FEET OF LOTS SEVEN (7), EIGHT (8), NINE (9) AND TEN (10), BLOCK ONE (1), AND THE WEST 50 FEET OF THE EAST 80 FEET OF OUTLOT ONE (1), BLOCK TWO (2), ALL IN BOSELVILLE SUBDIVISION, HALL COUNTY, NEBRASKA.
SAID TRACT CONTAINS A CALCULATED AREA OF 49,588 SQUARE FEET OR 1.138 ACRES MORE OR LESS.

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DATE: Mar 13, 2013 8:49am XREFS: 121867_pbase 0120030_xbase

PROJECT NO:	012-1867	CITY OF GRAND ISLAND	OLSSON ASSOCIATES 2727 W. 2ND STREET SUITE 105 HASTINGS, NE 68901 TEL 402.463.0240 FAX 402.463.0187	EXHIBIT
DRAWN BY:	LH	EASEMENT		A
DATE:	03/13/2013			

BOSSELMAN, INC.



LEGAL DESCRIPTION OF TEMPORARY CONSTRUCTION EASEMENT
THE WEST 50 FEET OF THE EAST 80 FEET OF A TRACT OF LAND AS DESCRIBED IN INSTRUMENT NUMBER 0201000476 OF THE REGISTER OF DEEDS OFFICE OF HALL COUNTY, NEBRASKA.
SAID TRACT CONTAINS A CALCULATED AREA OF 69,397 SQUARE FEET OR 1.593 ACRES MORE OR LESS.

DWG: F:\Projects\012-1867_PBIN\Easements\0121867_EASE--BOSSELMAN 1.dwg USER: lhusted
DATE: Mar 13, 2013 8:40am XREFS: 121867_pbase 0120030_xbase

PROJECT NO: 012-1867
DRAWN BY: LH
DATE: 03/13/2013

CITY OF GRAND ISLAND
EASEMENT

OLSSON
ASSOCIATES

2727 W. 2ND STREET
SUITE 105
HASTINGS, NE 68901
TEL. 402.463.0240
FAX 402.463.0187

EXHIBIT
A

PERMANENT EASEMENT
TEMPORARY CONSTRUCTION EASEMENT



City of Grand Island

Tuesday, May 27, 2014

Council Session

Item G-17

**#2014-126 - Approving Agreement with Schemmer Associates, Inc.
for Construction Engineering Services for the State Street and
Capital Avenue Connector Trail Project**

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

Council Agenda Memo

From: Scott Griepenstroh, Project Manager

Meeting: May 27, 2014

Subject: Approving Agreement with Schemmer Associates, Inc. for Construction Engineering Services for the State Street and Capital Avenue Connector Trail Project

Item #'s: G-17

Presenter(s): John Collins, Public Works Director

Background

All agreements must be approved by the City Council.

The Federal-aid Transportation Enhancement (TE) Program provides funding to construct and restore transportation infrastructure that are not eligible to be funded through other programs. TE activities offer funding opportunities to help expand transportation choices and enhance the transportation experience. Project types eligible for this funding are hike/bike trails, historic preservation, and scenic or historic byways. Approved projects receive up to 80% Federal funding.

The State Street and Capital Avenue Connector Trail Project will construct a 0.5 mile, 10' wide concrete recreational trail for bicycle and pedestrian use in northwest Grand Island. This project will begin on the State Street Trail 0.25 mile west of US Highway 281, extend north within City right-of-way along the west side of the Moores Creek Drainway, and end at the west end of the concrete trail that was recently completed along Capital Avenue under project STPAA-5436 for the Eagle Scout Trail.

A pedestrian bridge will be constructed at the south end of the project over the drainage ditch that parallels State Street.

The 20% match for the project is provided by the City of Grand Island through the Capital Improvements Fund.

Discussion

The City of Grand Island solicited the Request for Proposals for Engineering Consulting Services related to the State Street and Capital Avenue Connector Trail on May 9, 2011.

The scope of services in the Request for Proposals included Construction Engineering Services.

Schemmer Associates, Inc. was selected to perform Construction Engineering Services based on qualifications detailed in the firm's on-call proposal to NDOR for these services, their experience with Federal Aid Transportation projects, and their familiarity with the State Street and Capital Avenue Connector Trail project design and specifications. Public Works Engineering Division staff conducted negotiations to determine the appropriate scope and fee to satisfy FHWA and NDOR requirements and to ensure quality construction inspection and project management.

The amount of hours calculated in the services for Construction Inspection and Material Sampling and Testing are considered appropriate; it is vital that observation and testing occur during all critical operations, such as concrete pavement placement and bridge construction. Schemmer Associates, Inc. project management staff will be required to conduct weekly on-site progress meetings. Schemmer Associates, Inc. will be paid a fixed-fee-for-profit of \$8,414.23 and up to a maximum amount of \$74,324.62 for actual costs in accordance with Exhibit "B", with a total amount of \$82,738.85.

Due to heavy project workload in this upcoming construction season, City staff will participate to a limited extent in construction oversight and project management tasks.

Construction is tentatively scheduled to begin in the summer of 2014. The project is expected to be completed in late fall of 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 approves the agreement with Schemmer Associates, Inc. to perform construction engineering services for the State Street and Capital Avenue Connector Trail Project.

Sample Motion

Move to approve the agreement with Schemmer Associates, Inc. to perform construction engineering services for the State Street and Capital Avenue Connector Trail Project.

**TASK ORDER AGREEMENT
CONSTRUCTION ENGINEERING, CONSULTANT
LPA PROJECTS**

CITY OF GRAND ISLAND
THE SCHEMMER ASSOCIATES, INC.
PROJECT NO. ENH-40(59)
CONTROL NO. 42650
GRAND ISLAND STATE STREET & CAPITAL AVE CONNECTOR

THIS AGREEMENT, made and entered into by and between the City of Grand Island, hereinafter referred to as the Local Public Agency or LPA, and The Schemmer Associates, Inc., hereinafter referred to as the "Consultant," and collectively referred to as the "Parties".

WITNESSETH:

WHEREAS, in accordance with the terms of the Master Agreement for Consultant Services Project (Master Agreement), State Agreement No. BK1243, executed by the Consultant on February 16, 2012, and by the State of Nebraska Department of Roads (State) on March 5, 2012 and a supplemental agreement executed by the Consultant on February 14, 2014 and by the LPA on March 6, 2014, hereinafter referred to as "Supplemental Agreement No. 1", the State selected several consultants, including Consultant, to be available to complete services for various local public agency Federal-Aid projects, and

WHEREAS, the LPA has completed or is in the process of completing plans, special provisions, and standard specifications for the letting and construction of a federal-aid transportation related project, and

WHEREAS, the LPA has selected Consultant to provide Construction Engineering services hereinafter the "Services" for its project identified as Project No. ENH-40(59), and

WHEREAS, solely for convenience, consistency and in an attempt to obtain federal funding for the consultant services, the Parties intend that this task order agreement, herein after referred to as "Task Order", include some of the provisions of a March 5, 2012 Master Agreement for on-call services between Consultant and the State of Nebraska, Department of Roads, and

WHEREAS, LPA and Consultant wish to enter into this Task Order to specify the duties and obligations of the Parties for the Services described herein, and

WHEREAS, the Consultant and LPA intend that the Services provided by Consultant comply with all applicable federal-aid transportation project related program requirements, so that Consultant's costs of Construction Engineering will be eligible for federal reimbursement, and

WHEREAS, the LPA and Consultant intend that this Task Order be completed in

accordance with the terms and conditions of the Nebraska LPA Guidelines Manual for Federal Aid Projects; hereinafter referred to as LPA Manual (See definition in Section 1), and

WHEREAS, Consultants primary contact person for LPA will be LPA's representative, who has been designated as being in responsible charge of the project, and who is referred to herein as RC or Responsible Charge.

NOW THEREFORE, in consideration of these facts, the Parties hereto agree as follows:

SECTION 1. DEFINITIONS (LPA Task Order)

WHEREVER in this Task Order the following terms are used, they shall have the following meaning:

"LPA" stands for Local Public Agency, and in this Task Order means City of Grand Island (city or county), unless the context otherwise requires. LPA may also be used to refer generally to other Local Public Agencies. Local Public Agencies include, but are not necessarily limited to; Nebraska Cities, Villages, Counties, Political Subdivisions, Native American Tribes, and other entities or organizations found to be eligible sub recipients of federal funds for transportation projects.

"CONSULTANT" means the firm of The Schemmer Associates, Inc. and any employees thereof, whose business and mailing address is 134 South 13th Street, Suite 1100, Lincoln, Nebraska, 68508.

"LPA MANUAL" shall mean the Nebraska Department of Roads' LPA Guidelines Manual for Federal-Aid Projects. The LPA Manual is a document approved by the Federal Highway Administration (FHWA) that sets out the requirements for local federal-aid projects to be eligible for federal reimbursement; the LPA Manual can be found in its entirety at the following web address: <http://www.dor.state.ne.us/gov-aff/lpa/lpa-guidelines.pdf>.

"RESPONSIBLE CHARGE" or "RC" shall mean LPA's representative for the project whose duties and responsibilities are identified in federal law and in the LPA Manual.

"STATE" means the Nebraska Department of Roads in Lincoln, Nebraska, its Director, or authorized representative. The State represents the interests of the United States Department of Transportation on federally funded transportation projects sponsored by a sub recipient of federal funds and any reference to the "State" in this Task Order shall mean the State on behalf of the United States Department of Transportation.

"FHWA" means the Federal Highway Administration, United States Department of Transportation, Washington, D.C. 20590, acting through its authorized representatives.

"DOT" means the United States Department of Transportation, Washington, D.C. 20590, acting through its authorized representatives.

"STATE REPRESENTATIVE" means an employee of the State assigned by the State to determine whether the LPA's project meets the eligibility requirements for federal funding and to provide technical assistance when requested by the LPA, in LPAs efforts to comply with the requirements for Federal-aid funded local projects.

To "ABANDON" the Task Order means that the LPA has determined that conditions or intentions as originally existed have changed and that the Task Order as contemplated herein is to be renounced and deserted for as long in the future as can be foreseen.

To "SUSPEND" the Task Order means that the LPA has determined that the conditions or intentions as originally existed have changed and that the Task Order as contemplated herein should be stopped on a temporary basis. This cessation will prevail until the State determines to abandon or terminate the Task Order or to reinstate it under the conditions as defined in this Task Order.

To "TERMINATE" or the "TERMINATION" of this Task Order is the cessation or quitting of this Task Order based upon action or failure of action on the part of the Consultant as defined herein and as determined by the LPA.

SECTION 2. TERM OF THE AGREEMENT

This Task Order becomes effective on the date it is signed by the LPA and will end upon:

(1) the waiver of an audit review or (2) the final completion of an audit review by the State or its authorized representative, and the resolution of all issues identified in the audit report.

SECTION 3. TASK ORDER SCOPE OF SERVICES

LPA and Consultant understand that the Services provided by Consultant must be completed in accordance with all federal-aid reimbursement requirements and conditions. LPA and Consultant agree that the Scope of Services for this Task Order will be in two parts. Part one of the Scope of Services is contained within the General Scope of Services set out below. Part two of the Scope of Services is set out on the document attached hereto as Exhibit "A", entitled Scope of Services and Fee Proposal, which is hereby fully incorporated herein and made a part hereof by this reference. Exhibit "A" is the result of the following process:

- (1) LPA provided Consultant with a document describing the detailed proposed Scope of Services for this project
- (2) Consultant made necessary and appropriate proposed additions, deletions, and revisions to LPA's detailed Scope of Services document

(3) LPA and Consultant together reviewed the proposed Scope of Services, the proposed revisions and negotiated the final detailed Scope of Services and Fee Proposal document, which is attached as Exhibit "A".

Consultant and LPA have agreed that Exhibit "A" sets out the Services reasonably necessary and the costs reasonably estimated for Consultant Services to adequately observe, monitor, inspect, measure, manage, document and report so that LPA's project is constructed by the contractor in compliance with the Construction Contract Documents (definition below), the Manuals (definition below), State and Federal law, rule or regulation and policy.

General Scope of Services:

The Consultant services generally include, but are not limited to: project management; construction engineering; pre-construction staking; traffic control plans; conducting the preconstruction conference; construction staking; project inspection; materials sampling and testing during project construction; monitoring environmental commitments; preparing as-built plans; progress computations; final computations; preparing contractor change orders and work orders; and all project communications, including any necessary communication regarding federal-funding project eligibility questions, issues and concerns.

The Consultant shall review and have a working knowledge of the project plans, special provisions, standard specifications (the Standard Specifications for Highway Construction of NDOR (Current Edition)), change orders and all other project related contract documents for the construction of LPA's Federal-Aid project. The project plans, special provisions, standard specifications, and other contract documents are hereby incorporated by reference into this Task Order, as if they were fully set forth herein, and collectively, may be referred to as the Construction Contract Documents. Consultant shall assume the duties of "Inspector", (also referred to in the NDOR Construction Manual as "Construction Technician"); "Project Manager," and also "Engineer" (unless the context of use of the term "Engineer" would otherwise require), as those terms are defined and duties set out in the Standard Specifications for Highway Construction (2007 Edition). Consultant shall assume that it is responsible for all duties of the "Engineer" unless notified otherwise by RC on behalf of LPA.

Additionally, Consultant shall review and have a working knowledge of the following authoritative guides and manuals related to highway construction, materials and federal aid reimbursement:

(1) NDOR Construction Manual - Current Edition

(2) Materials Sampling Guide (NDOR)

- (3) Standard Methods of Tests – 2006 (NDOR)
- (4) The LPA Manual
- (5) The Manual on Uniform Traffic Control Devices
- (6) AASHTO Standard Specifications for Transportation Materials and Methods of Sampling and Testing
- (7) The ASTM Standards
- (8) NDOR Final Review Manual

These documents are hereby incorporated herein by reference as if fully set forth, and these documents, collectively, may be referred to as the Manuals. Unless required otherwise by the Construction Contract Documents, Consultant shall be responsible for timely completion of all applicable checklists, tests, samples, duties, requirements and provisions of the Manuals. The Manuals will be used to determine what, when, how, the sequence, and other details of the work that must be provided by Consultant, whenever Consultant's duties in these respects are not clearly set out in the Construction Contract Documents. Consultant shall employ a sufficient number of qualified employees on the project to adequately observe, monitor, inspect, measure, manage, document, report and carry out the other duties of this Task Order, so that the project is constructed by the contractor in compliance with the Construction Contract Documents, the Manuals, State and Federal law, rule or regulation and policy. Consultant shall fulfill all contract duties of inspection, project management and construction engineering for the project in a timely manner and shall communicate regularly about the progress of the construction with the LPA, through the RC, and, when appropriate for federal funding or eligibility issues, the State representative.

The Consultant is required to use Trans*Port Site Manager as the construction record-keeping system for Services under this contract.

The Consultant shall be present at the project site when appropriate for each applicable phase of construction to inspect, observe, monitor, measure, manage, document and report on the progress of the work or as otherwise specifically agreed to by the LPA.

The Parties understand that the Consultant is not responsible for the Contractor's means and methods of construction. To the extent the Construction Contract Documents and the Manuals specify sequencing of work, equipment requirements, or other construction methods, the Consultant shall keep the Owner's RC informed about the progress and quality of the portion of the work and shall advise the RC about observed or measured deficiencies in the work.

Additional Requirements:

- A. The Consultant shall advise the LPA when it appears any Disadvantaged Business Enterprise (DBE) working on the project is in need of assistance.
- B. The Consultant shall make every effort to assist the Contractor or any Subcontractor in interpreting Project Plans, Special Provisions, Standard Specifications, other Construction Contract Documents, or the Manuals.
- C. The Consultant will be present at the project site or available at LPA's Offices beginning on the date specified in the LPA's notice to proceed to the contractor, unless project work has not begun at the site; or, with at least 24 hours notice, at any prior date (1) when contract work begins or when materials are delivered to the project that need to be tested, sampled or inspected to verify conformance to the requirements of the Construction Contract Documents.
- D. The Consultant will promptly review and approve or reject all construction work on the project, with the right, but not the duty, for the State and FHWA to review for compliance or funding eligibility.
- E. All reports of field tests performed by the Consultant will be submitted weekly to the State Representative (two copies). Consultant will take prompt and appropriate action to reject or cause Contractor to remedy the work or materials that do not conform to the contract documents.
- F. The Consultant shall comply with all Federal, State and local laws, rules or regulations, policies or procedures, and ordinances applicable to the work contemplated in this Task Order.
- G. Project time delays attributed solely to the Contractor will constitute a basis for a request for an equivalent extension of time for the Consultant. The Parties understand that federal reimbursement of extra compensation must be approved in advance as described in the Fees and Payments Section of this Task Order.
- H. The sampling and testing type, method and frequency must be completed by Consultant according to the current State of Nebraska Manuals, including the Materials Sampling Guide and the State Standard Methods of Tests (www.dor.state.ne.us), and the Construction Contract Documents. For sampling or testing issues or situations that are not covered in the Construction Contract Documents or the Manuals, Consultant shall notify LPA, provide its advice and request that LPA decide what testing type, method or frequency should be applied for this project. Any test methods or procedures that are proposed to be used and

are not covered by NDOR procedures must receive prior concurrence for use from NDOR and FHWA.

SECTION 4. STAFFING PLAN (TO CE)

The Consultant has furnished LPA with a staffing plan that identifies the employees of the Consultant who will be part of the primary team for this project. The primary team is expected to be directly responsible for providing the field services for the work under this Task Order. This document shall specify the role that will be assigned to each member of the primary team. This document is attached hereto as Exhibit "A" and is incorporated herein by this reference. During construction, the Consultant may make occasional temporary changes to the primary team. However, any permanent change to the primary team will require prior written approval from the LPA.

Personnel who are added to the Staffing Plan as replacements must be persons of comparable training and experience. Personnel added to the Staffing Plan as new personnel and not replacements must be qualified to perform the intended services. Failure on the part of the Consultant to provide acceptable replacement personnel or qualified new personnel to keep the services on schedule will be cause for termination of this Task Order, with settlement to be made as provided in the SUSPENSION, ABANDONMENT, OR TERMINATION section of this Task Order.

SECTION 5. NEW EMPLOYEE WORK ELIGIBILITY STATUS

The Consultant agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. The Consultant hereby agrees to contractually require any Subconsultants to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee. The undersigned duly authorized representative of the Consultant, by signing this agreement, hereby attests to the truth of the following certifications, and agrees as follows:

Neb.Rev.Stat. § 4-114. I certify compliance with the provisions of Section 4-114 and, hereby certify that this Consultant shall register with and use a federal immigration verification

system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. I agree to require all Subconsultants, by contractual agreement, to require the same registration and verification process.

If the Consultant is an individual or sole proprietorship, the following applies:

1. The Consultant must complete the United States Citizenship Attestation form and attach it to this agreement. The form is available on the Department of Roads website at www.transportation.nebraska.gov/projdev/#save.
2. If the Consultant indicates on such Attestation form that he or she is a qualified alien, the Consultant agrees to provide the US Citizenship and Immigration Services documentation required to verify the Consultant lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Consultant understands and agrees that lawful presence in the United States is required and the Consultant may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

SECTION 6. NOTICE TO PROCEED AND COMPLETION

The LPA will issue Consultant a written Notice-to-Proceed upon 1) full execution of this Task Order, 2) LPA's determination that federal funding approval has been obtained for the project and 3) State's concurrence that the form of this Task Order is acceptable for federal funding eligibility. Any work or services performed by Consultant on the project prior to the date specified in the written Notice-to-Proceed will not be eligible for reimbursement.

The Consultant shall complete all work under this Task Order within 45 calendar days after the DR Form 91 "Notification of Contract Completion" is signed by the State. Any costs incurred by Consultant after the completion deadline will not be eligible for federal funding reimbursement unless the Consultant has received a written extension of time from the LPA.

The completion date will not be extended because of any avoidable delay attributed to the Consultant, but delays not attributable to the Consultant, such as delays attributable to the Contractor, the State, or the LPA may constitute a basis for an extension of time.

SECTION 7. FEES AND PAYMENTS

The general provisions concerning payment under this Task Order are set out on the Exhibit "B", attached hereto and made a part of this Task Order.

For performance of the services under the terms of this Task Order, the Consultant will be paid a fixed-fee-for-profit of \$8,414.23 and up to a maximum amount of \$74,324.62 for actual costs in accordance with Exhibit "B". The total Task Order amount is \$82,738.85.

SECTION 8. PROFESSIONAL PERFORMANCE (CE Task Order 12-19-11)

The Consultant understands that the LPA will rely on the professional training, experience, performance and ability of the Consultant. Examination by the LPA, State, or FHWA, or acceptance or use of, or acquiescence in the Consultant's work product, will not be considered to be a full and comprehensive examination and will not be considered approval of the Consultant's work product which would relieve the Consultant from liability or expense that would be connected with the Consultant's sole responsibility for the propriety and integrity of the professional work to be accomplished by the Consultant pursuant to this Task Order. The Consultant further understands that acceptance or approval of any of the work of the Consultant by the LPA or concurrence by the State/FHWA or of payment, partial or final, will not constitute a waiver of any rights of the LPA to recover from the Consultant, damages that are caused by the Consultant due to error, omission, or negligence of the Consultant in its work. That further, if due to error, omission, or negligence of the Consultant, the work product of the Consultant is found to be in error or there are omissions therein revealed during or after the construction of the project and revision, reconsideration or reworking of the Consultant's work product is necessary, the Consultant shall make such revisions without expense to the LPA. The Consultant shall respond to the notice of any errors, omissions or negligence within 24 hours and give immediate attention to necessary corrections. If the Consultant discovers errors, omissions, or negligence in its work, it shall notify the LPA within 24 hours. Failure of the Consultant to notify the LPA will constitute a breach of this Task Order. The Consultant's legal liability for all damages incurred by the LPA caused by error, omission, or negligent acts of the Consultant will be borne by the Consultant without liability or expense to the LPA.

SECTION 9. SUSPENSION, ABANDONMENT OR TERMINATION (2/8/12)

The LPA has the absolute right to suspend or abandon the work, or terminate this Task Order at any time and such action on its part will in no event be deemed a breach of this Task Order. The LPA will give the Consultant seven days written notice of such suspension, abandonment, or termination. Any necessary change in Scope of Services shall follow the Consultant Work Order Process outlined in the FEES AND PAYMENTS section above.

If the LPA suspends or abandons the work or terminates this Task Order as presently outlined, the Consultant shall be compensated in accordance with the provisions of 48 CFR 31, provided however, that in case of suspension, abandonment, or termination for breach of this Task Order, the LPA will have the power to suspend payments, pending the Consultant's compliance with the provisions of this Task Order. For an abandonment or termination of this Task Order, payment to Consultant will be prorated based on the percentage of work completed by the Consultant prior to abandonment or termination compared to the total amount of work contemplated by this Task Order.

The ownership of all project plans and supporting documents completed or partially completed at the time of such termination or abandonment will be retained by the LPA and the Consultant shall immediately deliver all project plans and supporting documents to the LPA.

SECTION 10. SECTIONS INCORPORATED BY REFERENCE:

For the convenience of the Parties, for consistency for funding review, and in an effort to reduce the length of this Task Order, LPA and Consultant agree to be bound by and hereby incorporate by this reference as if fully set forth herein, Sections 12 through 18 and 20 through 27 of the Master Agreement for on-call construction engineering services for LPA projects between the Nebraska Department of Roads and Consultant, dated March, 2010, with one recurring change:

The name of LPA should be substituted in for any reference in that Master Agreement to State, State of Nebraska, Director or the Nebraska Department of Roads, unless the context would otherwise require. The LPA and Consultant agree to meet the requirements of all incorporated provisions and represent that by signing this Task Order, they expressly certify to any required certifications contained in those provisions.

Although some of the provisions of the Master Agreement are incorporated herein by reference, it is understood that the Nebraska Department of Roads is not a party to this Task Order and shall have no obligations or duties under this Task Order.

SECTION 11. RESPONSIBILITY FOR CLAIMS AND LIABILITY INSURANCE (LPA)

The Consultant agrees to save harmless the LPA and State/FHWA from all claims and liability due to the error, omission or negligence of the Consultant or those of the Consultant's agents or employees in the performance of services under this Task Order. Further, it is expected that in carrying out the work under this Task Order, Consultant will make various decisions and judgments and Consultant will determine what actions are required by Consultant and by others to properly complete the work. Nothing in this Task Order shall be interpreted to relieve Consultant from any liability it would otherwise have to LPA or State in carrying out the work under this Task Order.

Finally, in this connection, the Consultant shall for the life of this Task Order, carry insurance as outlined in Exhibit "C" and attached hereto, and hereby made a part of this Task Order. In any contract Consultant has with a subconsultant, Consultant shall require that the insurance requirements outlined in Exhibit "C" must be met by the subconsultant.

SECTION 12. CONSULTANT CERTIFICATIONS

The undersigned duly authorized representatives of the Consultant, by signing this agreement, hereby swears, under the penalty of law, the truth of the following certifications, and agrees as follows:

A. Neb. Rev. Stat. § 81-1715(1). I certify compliance with the provisions of Section 81-1715 and, to the extent that this contract is a lump sum or actual cost-plus-a-fixed fee professional service contract, I hereby certify that wage rates and other factual unit costs supporting the fees in this agreement are accurate, complete, and current as of the date of this agreement. I agree that the original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the LPA determines the contract price had been increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.

B. Neb. Rev. Stat. §§ 81-1717 and 1718. I hereby certify compliance with the provisions of Sections 81-1717 and 1718 and, except as noted below neither I nor any person associated with the firm in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor, or any position involving the administration of federal funds:

1. Has employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above Consultant) to solicit or secure this agreement, or
2. Has agreed, as an express or implied condition for obtaining this agreement, to employ or retain the services of any firm or person in connection with carrying out this agreement, or
3. Has paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above Consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with procuring or carrying out this agreement, except as here expressly stated (if any).

C. Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Covered Transactions. Section C1 below contains 10 instructions that consultant agrees to follow in making the certifications contained in C2.

1. Instructions for Certification

- a. By signing this agreement, the Consultant is providing the certification set out below.
- b. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this project. The Consultant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the State's determination whether to enter into this agreement. However, failure of the Consultant to furnish a certification or an explanation will disqualify the Consultant from participation in this agreement.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the State determined to enter into this agreement. If it is later determined that the Consultant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the State may terminate this agreement for cause or default.
- d. The Consultant shall provide immediate written notice to the State if at any time the Consultant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549.
- f. The Consultant agrees that should the proposed covered transaction be entered into, it will not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the State before entering into this agreement.
- g. The Consultant further agrees to include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the State without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- h. The Consultant in a covered transaction may rely upon a certification of a prospective Subconsultant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A Consultant may decide the method and frequency by which it determines the eligibility of its principals.
- i. Nothing contained in the foregoing will be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the Consultant is not required to exceed

that which is normally possessed by a prudent person in the ordinary course of business dealings.

- j. Except for transactions authorized under paragraph f of these instructions, if the Consultant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the State may terminate this agreement for cause or default.

2. Certification Regarding Debarment, Suspension, and Other Responsibility

Matters - Primary Covered Transactions

- a. By signing this agreement, the Consultant certifies to the best of its knowledge and belief, that it and its principals:
- i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - ii. Have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph a.ii above; and
 - iv. Have not within a three-year period preceding this agreement had one or more public transactions (federal, state, or local) terminated for cause or default.
- b. Where the Consultant is unable to certify to any of the statements in this certification, such Consultant shall attach an explanation to this agreement. I acknowledge that this certification is to be furnished to the State and the FHWA in connection with this agreement involving participation of federal-aid highway funds and is subject to applicable, state and federal laws, both criminal and civil.

SECTION 13. LPA CERTIFICATION

By signing this Task Order, I do hereby certify that, to the best of my knowledge, the Consultant or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this Task Order to:

- (a) employ or retain, or agree to employ or retain, any firm or person, or
- (b) pay or agree to pay to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind.

I acknowledge that this certification is to be furnished to the FHWA, upon their request,

in connection with this Task Order involving participation of Federal-Aid highway funds and is subject to applicable state and federal laws, both criminal and civil.

SECTION 14. ALL ENCOMPASSED

This instrument embodies the entire agreement of the Parties. There are no promises, terms, conditions, or obligations other than contained herein, and this agreement supersedes all previous communications, representations, or other agreements or contracts between LPA and Consultant, either oral or written hereto.

Exhibit "A"
SCOPE OF SERVICES

CONSTRUCTION ENGINEERING
for

Project Name: Grand Island State Street & Capital Avenue Connector Trail
Project Number: ENH-40(59)
Control Number: 42650

A. PROJECT DESCRIPTION

This scope provides for construction engineering services for the Grand Island State Street & Capital Avenue Connector Trail in Hall County, Nebraska. The project consists of the following improvements: Grading, Concrete Pavement, Culverts and General Items.

The Schemmer Associates, (Consultant) shall serve as agent for the City of Grand Island, (LPA), representing the LPA in all matters related to construction engineering services for this project.

It shall be the responsibility of the Consultant to administer, monitor, and inspect construction such that the project is constructed in conformity with the plans, specifications, and special provisions.

The Consultant shall inspect the Contractor's work to determine the progress and quality of work, identify discrepancies, report significant discrepancies to the LPA and Department, and direct the Contractor to correct such observed discrepancies.

The assumed construction duration is 35 working days over 10 weeks during 2014.

B. APPLICABLE PUBLICATIONS

Work shall be done in accordance with the following materials as currently adopted at the time of letting:

1. AASHTO Standard Specifications for Transportation Materials and Methods of Sampling and Testing
2. The ASTM Standards
3. NDOR Materials Sampling Guide
4. NDOR Construction Manual
5. NDOR Standard Specifications for Highway Construction
6. Project Plans
7. Contract Special Provisions
8. Manual on Uniform Traffic Control Devices (MUTCD) and NDOR's supplement to the MUTCD.
9. NDOR Final Review Manual
10. NDOR Standard Method of Tests for Laboratory and Field

C. LPA SHALL PROVIDE

The LPA, on an as needed basis, will furnish the following documents for the project.

1. Project description
2. Electronic Construction Plan files including current aerial photographs with project alignment, existing and new rights-of way (ROW) and easements, and LOC, if available
3. Two copies of the Plans and Special Provisions
4. Roadside safety guidelines (Survey Crew Traffic Control Policy, see NDOR website)
5. Survey Field Books with control points and bench marks
6. NEPA Document
7. Other

These documents may be provided in either paper or electronic format.

D. CONSULTANT SHALL PROVIDE

1. Project Management and Coordination. This task includes activities to initiate and monitor project schedules, workload assignments and internal cost controls throughout the project. Also included are efforts to prepare and process invoices and monthly progress reports; prepare project correspondence with the LPA and/or NDOR; maintain project records; and perform other duties of the Project Manager as defined in the NDOR Standard Specifications for Highway Construction.

- 1.1 Project Management activities shall include the following:

- Project Management – Provide management of project including staffing, scheduling, invoicing, progress reports, and coordination with designer.
- Prepare Change Orders and submit copies to the appropriate parties for approval and full execution.
- Maintain detailed Project Records and keep them current. All records shall be available at the LPA's office.
- Generate contractor's progress and final Estimates in Site Manager
- Review Contractor's Construction Schedule
- Coordinate with LPA and RC regarding all project activities.
- Make entries of project data and diary information into Site Manager on a daily basis. Insure that inspectors and lab personnel are maintaining appropriate daily work reports and all material records.

2. Meetings. Project staff will meet with the LPA, the Contractor, and NDOR when requested by the State, and prepare minutes of the meeting. For some projects, a public meeting may be held and the consultant's attendance may be required.

- 2.1 Construction Inspection Planning Meeting - The LPA shall coordinate this meeting prior to start of construction to ensure roles and responsibilities are clear. Attendees should include the LPA RC, construction inspection personnel and NDOR State Representative.
- 2.2 Pre-Construction Meeting - Prepare the agenda, attend, and distribute meeting notes.
- 2.3 Construction Progress Meetings - Prepare the agenda, attend, and conduct periodic progress meetings with the LPA and/or NDOR personnel, contractor, sub-contractors, utility personnel, and other agencies affected by the project. FHWA shall be included for full Federal oversight projects. There will be approximately 10 meetings.
- 2.4 ~~Public Meeting - Assist the LPA with scheduling and conducting a Public Meeting with Contractor and Residents prior to the start of project.~~
- 2.5 Assume 11 trips to the project site for meetings.

3. Traffic Control Plan. Consultant shall prepare a traffic control plan for the project site. These plan sheet(s) are to be signed by a Professional Engineer licensed in the State of Nebraska. Traffic Control plans shall be reviewed by the State Representative prior to placing in service (Owner will use checklist 12-72 to audit and document the Consultant's completion of this activity). Once the plans are completed, they are to be submitted to the Person of Responsible Charge (RC). Assume one traffic control plan will be developed.

- 3.1 Prepare Traffic Control Plan in accordance to NDOR Standard Plans, MUTCD and the NDOR Supplement to the MUTCD. Sign and seal plans.

- ~~3.2 Review and approve Traffic Control Plan (if Completed by Contractor) for conformance to the Contract's Special Provisions.~~

- 3.3 Submit Plans to the RC for their records.

4. SWPPP Inspections/Manual Updates. Consultant shall conduct inspections bi-weekly and after every 1/2" or greater rain event according to permit regulations. The Stormwater

Project Number: ENH-40(59)

Control Number: 42650

Construction Engineering Services

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Exhibit "A"

Pollution Prevention Plan (SWPPP) Manual shall be updated according to NDOR and/or LPA requirements.

- 4.1 Conduct 11 Inspections
- 4.2 Update SWPPP Manual and Temporary Erosion Control Plan
- 4.3 Assume 4 trips to the project site for SWPPP Inspections. This assumes the on-site construction inspector will conduct 7 SWPPP inspections from notice to proceed to substantial completion. 4 trips are assumed to be needed outside of this timeframe until the establishment of vegetation.

5. Construction Survey/Staking.

- 5.1 Consultant to prepare electronic CADD files to be made available to the Contractor on request. The Contractor is responsible for the construction staking on this project.
- 5.2 Consultant to recover/reset existing control at the beginning of the project for Contractor's use.
- 5.3 Consultant to acquire field cross sections at plan culvert locations to use for developing a culvert order list. Includes staking plan end of pipe at each location (8 locations).
- 5.4 Assume 1 trip to the project site for construction survey/staking. Includes one overnight stay for survey crew.

6. Construction Consultation/Site Manager & Daily Work Report (DWR). Consultant shall contact RC/Designer as needed to obtain plan clarifications/interpretations. Maintain and review project materials and promptly enter information into Site Manager.

- 6.1 Construction Consultation/SiteManager & Daily Work Report (DWR)
 - Review and Enter Data into SiteManager
 - Maintain Project Field Diaries, Files, and Record data in SiteManager
 - Document and Review Daily Work Reports (DWRs)

7. ~~Girder Shim Surveying. (Bridge Projects Only) The Designer (PE) shall determine the girder shim values, which are defined as the differences in elevation between the top of girder elevation and the top of slab elevation necessary at known points along the length of the girder during placement of the deck to result in the finished top of slab elevation to be correct after the girder has deflected under the weight of the slab.~~

~~7.1 Girder Shim Surveying~~

- ~~• Shim shots will be taken at the locations as determined by the designer.~~
- ~~• Elevations and rod readings need to be recorded by Consultant and submitted to PE at the time the shim shots are taken.~~

8. ~~Perform Bearing Calculations. If pile driving is required on the project, the Consultant shall perform bearing capacity calculations in accordance with the NDOR Construction Manual.~~

~~8.1 Perform Bearing Calculations~~

9. Construction Inspection. Consultant shall perform material sampling and testing and complete inspection work and project management in accordance with the references list in Section B of this Exhibit. Consultant shall assume the duties of "Inspector, (also referred to in the NDOR Construction Manual as "Construction Technician"), "Project Manager", and also "Engineer" (unless the context of use of the term "Engineer" would otherwise require), as those terms are defined and duties set out in the Standard Specifications for Highway Construction. Consultant shall assume that it is responsible for all duties of the "Engineer" unless notified otherwise by RC on behalf of LPA.

- 9.1 Construction Inspection: Duties for construction inspection will include, but are not limited to, the following items:
 - Conduct wage rate interviews and review payrolls for correctness and Davis-Bacon Wage Rate compliance

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Control Number: 42650

Construction Engineering Services

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Exhibit "A"

- Verify that the performance of the work is in conformance with the plans, specifications, and special provisions.
- Conduct reviews for compliance with Disadvantaged Business Enterprise (DBE) commitments
- The Consultant is required to create checklists to document assessment and compliance with all environmental commitments for the project. An Environmental Compliance Inspection Audit will be conducted by NDOR personnel. (NDOR will use checklist 12-20 to document the audit of the Consultant.) The environmental check list is to monitor and document construction activities for compliance with NEPA (Environmental Review Checklist, Section 404, NPDES, SWPPP, Threatened and Endangered Species, etc.)
- NDOR will provide the Initial Threatened and Endangered Species surveys required as outlined in the conservation conditions; and follow up survey training for the Consultant's environmental inspection personnel. Follow-up surveys as may be required will be the responsibility of the Consultant. Any required surveys for compliance with the Migratory Bird Treaty Act will also be the responsibility of the Consultant. NDOR will not conduct these surveys.
- The Consultant will provide NDOR 30 days advance notice of the need for the initial T&E surveys so that NDOR personnel can be scheduled to perform this work.
- Review work zone traffic control devices daily and, at a minimum weekly interval, conduct a nighttime drive through review of temporary traffic control devices (per ATSSA Quality Standards for Work Zone Traffic Control Devices). Perform reflectivity check (DR form 481) of temporary devices at the start of construction activities and at six (6) month intervals or as conditions warrant.
- Collect, sign/date, and file all delivery tickets and material certifications. All required material certifications shall be submitted to NDOR Materials & Research Division accompanied by a completed DR-12 sample ID form or Site Manager Sample Record ID.
- ~~Consultant shall review and approve shop drawings.~~ (see Other 14.1)
- Draft and review change order or time extension request including explanation of the issue and resolution and the justification for accepted prices and forward to RC. Once reviewed by NDOR and FHWA, proceed with the approval process. Forward a signed hardcopy to NDOR for further processing.
- Communicate and coordinate plan revisions and change orders with the Designer.
- ~~Prepare a field checked culvert order-list~~ (see Other 14.2)
- ~~Prepare guardrail order-list~~
- Generate periodic progress estimates using SiteManager and forward to RC for further approval.
- Review critical path schedule prepared by the Contractor for appropriateness and Current Controlling Operation (CCO) designation.
- On bridge projects, the Inspector shall take periodic survey shots with the assistance of one of the Contractor's to ensure compliance with the plans.
- 9.2 Measure, calculate, and document quantities of pay items
- 9.3 Keep all records and data up-to-date so that all necessary information appears on the Weekly Report of Working Days when they are generated at mid-week.
- 9.4 Assume 20 trips to the site for construction inspection for the Inspector, and 2 trips to the site for the Project Manager. Inspector is assumed to stay overnight 3 nights per week over a ten week period and make two trips per week.

10. Perform Material Sampling and Testing. The Consultant shall perform material testing as required in accordance with the references list in Section B of this Exhibit. All testing and sampling personnel shall be certified to perform these duties in accordance with the NDOR Materials Sampling Guide section 28. All non-NDOR Laboratories shall be pre-qualified by

Project Number: ENH-40(59)

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Construction Engineering Services

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Exhibit "A"

NDOR's Materials and Research Division to conduct the testing they are contracted to perform.

NDOR SHALL PROVIDE:

Typical testing done by NDOR Materials and Research's Central lab (sampling and delivery for these materials is done by Consultant and submitted to NDOR):

All Aggregate

- Quality and Soundness acceptance testing
- Gradation verification testing

PG Binders & Emulsions

- All required acceptance testing

All Steel Products

- All testing required for heat number pre-approval and acceptance testing

Chemical Lab

- All required source pre-approval and acceptance testing

Smoothness

- NDOR will run all 10% verification testing for projects with Smoothness
- Specifications for pavement. NDOR will perform bridge smoothness testing on bridges receiving pavement on either side of the bridge

CONSULTANT SHALL PROVIDE:

10.1 Collect, verify, document and deliver all samples to testing lab

10.2 Collect, verify, document and deliver a copy of all required material certifications to the NDOR Materials and Research Central Lab.

10.3 Review and document test results of all samples and coordinate with owner for acceptance and incorporation into the project.

10.4 Assume 3 trips to the project site and NDOR for collecting and delivering samples for Material Sampling and Testing.

10.5 Assume no time for trips to the concrete plant for aggregate sampling and splitting observation (this is included under hours assumed for Task 9).

11. As-Built Drawings. Prepare As-built drawings according to the LPA manual and the current directions from the NDOR Final Review Section.

11.1 As-Built Drawings

12. Final Inspections. Consultant shall prepare a punch list of items for the project site and conduct a final project walk-through inspection with the LPA RC and NDOR State Representative to verify that corrective work identified on the punch list has been completed.

12.1 Walkthrough of Site and Preparation of Punch List

12.2 Review Project to verify that Punch List work has been completed (Owner will use LPA Manual checklist 12-75 to audit and document the Consultant's completion of this activity)

13. Project Closeout. Assist RC with compiling project construction records as requested. Assemble and transmit Final Construction Records to LPA RC in paper format (printed single sided), including:

13.1 Project Closeout activities shall include the following:

- Project Manager's Final Estimate
- Copy of Consultant PM's (representing LPA) Concurrence/Non-Concurrence Letter w/ Certified Mail Receipt Enclosed.

- Copy of Contractor's signed Concurrence/Non-Concurrence Letter
- Memo of Major Item Review
- Memo of Time Allowance Review (Required only if the Contractor has overrun on the Contract Time Allowance.)
- Borrow Site Memo
- City Agreement Letter
- Project Completion Memo - The Consultant's PM should perform this in an e-mail to the NDOR Rep with the required information – check with the NDOR Rep for this. The Consultant should ensure that the LPA RC sends a letter of Tentative Acceptance (per NDOR format) to the Contractor – send copies to the NDOR Rep.
- Sign Deduction Memo (if required)
- Material Review Memo
- SiteManager PM Diary Report
- SiteManager Contract Item Report for all Contract Items
- All NDOR Spreadsheets and Workbooks used for Contract Item supportive documentation.
- All Contractor-provided Asphalt QA/QC Test Results (asphalt projects)
- Project Culvert Field Book with information per the NDOR Construction Manual
- Signed and stamped As Built Plans (full size)
- Copy of Evaluation(s) of Contractor
- LPA CE Project Closeout Checklist (LPA Manual Checklist 14-10)
- Deliver Final Construction Records to LPA RC, including Form DR-299 - Project Construction Conformity Certification and ensure that the LPA RC completes the LPA RC Project Closeout Checklist (LPA Manual checklist 14-20 and includes it in the Final Records provided to the NDOR State Representative for review)

14. Other. (Additional project specific tasks may be added here)

- 14.1 Culvert Order List: compare field cross sections with plan culvert cross sections, adjust as necessary, develop and distribute order list.
- 14.2 Consultant shall review and approve shop drawings. Consultant shall coordinate with NDOR and City.

E. SCHEDULE

- 1. Notice to Proceed: The notice to proceed will be issued following execution of the agreement for Construction Engineering Services and NDOR approval.

These are estimated quantities for materials that need to be tested for this project. Items that require certifications or letters of compliance are not listed. Please refer to Materials Sampling Guide for those items and for frequency of materials that need to be submitted to NDR for verification testing.

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State of Nebraska Department of Roads
Material Sampling and Testing Summary
Contract ID 4650X
Control Number 42650 000
Project Number ENH-40(59)
Location STATE ST. & CAPITAL AVE., CONNECTOR TRAIL, GRAND ISLAND
Type of Work GRAD CONC PAVE CULV
Letting Date October 10, 2013

These are estimated quantities for materials that need to be tested for this project. Items that require certifications or letters of compliance are not listed. Please refer to Materials Sampling Guide for those items and for frequency of materials that need to be submitted to NDR for verification testing.

EXHIBIT "A"

Group	Line Item	Item Code	Description	Quantity	Unit	Test Description	Sample for Quality	Number of Tests	Comments	Guidance
	0037	4155.55	Reinforcing Steel - Epoxy - Field Sample EPOXY COATED REINFORCING STEEL FOR INLET AND JUNCTION BOX	520.000	LB		Sample for Quality	1	2'-6" samples unless from approved stock	SG-16 KAREL
			Reinforcing Steel - Epoxy - Field Sample				Sample for Quality	1	2'-6" samples unless from approved stock	SG-16 KAREL

Concrete Calculations			
Conversion Factor			
47B-3500 and 47B-3000	CY	Agg/CY PCC	479.45
Fine Agg	0.806	CY Agg/CY PCC	
Coarse Agg	0.3618	CY Agg/CY PCC	
1PF Cement	564	lbs/CY PCC	
Agg/Cement Sampling & Testing Totals			
Fine Agg	1.3	tons/CY Agg	623.28
Coarse Agg	1.25	tons/CY Agg	269.02
1PF Cement	n/a	Tons	167.75

SG-16 BEASON	One Test every 1500 tons	1	Fine Agg Gradation
SG-16 BEASON	One test every 4500 tons; NDR will test these samples	1	Fine Agg Quality
SG-16 BEASON	One Test every 1500 tons	1	Coarse Agg Gradation
SG-16 BEASON	One test every 4500 tons; NDR will test these samples	1	Coarse Agg Quality
SG-16 MASTERS	One test every 750 tons; NDR will test these samples	1	1PF Cement Sample

** These totals assume all concrete produced by at a single source.

State of Nebraska Department of Roads
Required Document List

Contract ID 4650X
Control Number 42650 000
Project Number ENH-40(59)
Location STATE ST. & CAPITAL AVE., CONNECTOR TRAIL, GRAND ISLAND
Type of Work GRAD CONC PAVE CULV
Letting Date October 10, 2013

DISCLAIMER: This document may not include all material requirements for this project. Please refer to the Materials Sampling Guide for a comprehensive list of the material requirements. This document will not reflect any changes made to the project after the project letting.

Legend	
TOS	Test or Sample
CC	Contractor's Certification
MC	Manufacturer Certification
COC	Certification of Compliance
COT	Certification of Test
APL	Approved Products List
PMV	Project Manager's Verification
SP	Special Provisions
NSS	Nebraska Standard Specification
SR	Shipping Report

Group	Line Item	Item Code	Description	Quantity	Unit	Acceptance Method	Reference Book	M&R Contact
GROUP 1 G 0001	0001	0030.10	MOBILIZATION	1,000	LS			
	0002	1009.00	GENERAL CLEARING AND GRUBBING	1,000	LS			
	0003	1011.00	WATER	11,000	MGAL			
	0004	1016.00	RE-ESTABLISH PROPERTY CORNER	4,000	EACH			
	0005	1030.00	EARTHWORK MEASURED IN EMBANKMENT	671,000	CY			
	0006	1101.25	Soil Density-embankment			TOS	SG-9	CHURCHWELL
	0007	1107.00	SAWING PAVEMENT	74,000	LF			
	0008	1136.11	REMOVE WALK	165,000	SY			
	0009	1006.00	REMOVE	111,100	SY			
	0010	1019.12	COVER CROP SEEDING	1,800	ACRE			
GROUP 3 C 0012	0011	1022.11	EROSION CONTROL, CLASS 1C	992,000	SY			
	0012	1022.11	FABRIC SILT FENCE-LOW POROSITY	3173,000	LF	APL	NSS807	DONDLINGER
	0013	0030.30	MOBILIZATION	1,000	LS			
	0014	1021.25	REMOVE AND RESET POST	1,000	EACH			
	0015	1910.16	CONSTRUCTION ENTRANCE	1,000	LS			
	0016	3016.71	6" CONCRETE CLASS 47B-3500 BIKEWAY	3117,000	SY			
	0017		Portland Cement Blended-IPF, IPN, IPF/S			TOS	SG-16	KRASON
	0018		White Pigmented Cure Compound-Field User			TOS	SG-16	KRASON
	0019		Class B Aggregate			APL/TOS	SG-16	KRASON
	0020		Class E Aggregate			TOS	SG-16	BEASON
GROUP 4 C 0031	0021	4159.55	Class E Aggregate	3993,000	LB			
	0022		EPOXY COATED REINFORCING STEEL			TOS/COT	NSS1021	KAREL
	0023	6000.10	Reinforcing Steel - Epoxy - Field Sample	86,000	LS			
	0024	6000.11	Reinforcing Steel-Epoxy-#4(pretested)x	64,000	LS	TOS/COT		
	0025	6010.22	ABUTMENT NO.1 EXCAVATION	48,100	CY			
	0026		ABUTMENT NO.2 EXCAVATION					
	0027		CLASS 47B-3000 CONCRETE FOR BRIDGE					
	0028		Portland Cement Blended-IPF, IPN, IPF/S			TOS	SG-16	KRASON
	0029		White Pigmented Cure Compound-Field User			TOS	SG-16	KRASON
	0030		Class B Aggregate			APL/TOS	SG-16	KRASON
GROUP 10 I 0039	0031	8091.00	Class E Aggregate	46,700	CY			
	0032		GRANULAR BACKFILL			TOS	SG-13	BEASON
	0033		Soil Density- Granular Backfill			TOS	SG-13	BEASON
	0034		SUBGRADE PREPARATION			TOS	SG-10	CHURCHWELL
	0035		SEEDING, TYPE B	3117,000	SY			
	0036		MULCH	1,800	ACRE			
	0037		MOBILIZATION	4,000	TON			
	0038		CAST IRON GRATE AND FRAME	1,000	LS			
	0039		FUME SPILLWAY	5960,000	LB	COC	SG-25	KAREL
	0040		Portland Cement Blended-IPF, IPN, IPF/S	46,000	LF			

State of Nebraska Department of Roads
Required Document List

Contract ID 4650X
Control Number 42650 000
Project Number ENH-40(S9)
Location STATE ST. & CAPITAL AVE., CONNECTOR TRAIL, GRAND ISLAND
Type of Work GRAD CONC PAVE CULV
Letting Date October 10, 2013

DISCLAIMER: This document may not include all material requirements for this project. Please refer to the Materials Sampling Guide for a comprehensive list of the material requirements. This document will not reflect any changes made to the project after the project letting.

Legend	
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MC	Manufacturer Certification
COC	Certification of Compliance
COT	Certification of Test
APL	Approved Products List
PMV	Project Manager's Verification
SP	Special Provisions
NSS	Nebraska Standard Specification
SR	Shipping Report

Group	Line Item	Item Code	Description	Quantity	Unit	Acceptance Method	Reference Book	MGR Contact
	0041	0010.04	FIELD OFFICE	1,000	EACH			
	0042	0030.00	MOBILIZATION	1,000	LS			
	0043	1017.50	CONSTRUCTION STAKING AND SURVEYING	1,000	LS			
	0044	9110.01	RENTAL OF LOADER, FULLY OPERATED	10,000	HOUR			
	0045	9110.03	RENTAL OF DUMP TRUCK, FULLY OPERATED	10,000	HOUR			
	0046	9110.07	RENTAL OF SKID LOADER, FULLY OPERATED	10,000	HOUR			
	0047	9110.27	RENTAL OF CRAWLER MOUNTED HYDRAULIC EXCAVATOR,	10,000	HOUR			
	0048	1022.90	TEMPORARY SILT FENCE	500,000	LF	APL	NSS809	DONDLINGER
	0049	1032.70	TEMPORARY MULCH	2,000	TON			
			BUY AMERICA CERTIFICATION (PRIME CONTRACTOR)			CC	SP-74	KAREL



CONSTRUCTION ENGINEERING SERVICES
Staffing Plan

Project Name: Grand Island State St & Capital Ave Connector
Control Number: ENH-40(69)
Location (City, County): Grand Island, Hall County
Firm Name: Schiemmer
Consultant Project Manager: Doug Holle
Phone/Fax: 402-488-2500, dholle@schiemmer.com
LPA Responsible Charge: Scott Ghippenstroh
Phone/Fax: 308-385-5444, ext 265, scottg@grand-island.com
NDOR Project Coordinator: Ashley Taft, Sinclair Hill
Phone/Fax: (402) 476-7331, staff@sinclairhill.com
Date: January 14, 2014

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Labor Costs:			
Code	Classification Title	Hours	Blended Rate
PR	Principal	4	\$65.55
PM	Project Manager	149	\$49.00
ENG	Engineer	14	\$46.76
DES	Designer/CADD Technician	4	\$26.46
SCM	Survey Crew Chief	18	\$23.25
INS	Inspector 2	18	\$19.23
INS	Inspector 1	495	\$26.93
ADM	Administrative	23	\$22.60
RLS	RLS	4	\$17.84
RLS	RLS	2	\$38.00
TOTALS		731	\$22,697.73

Overhead Rate*: 172.20% Fee for Profit Rate*: 13.50%
* Enter firms most recent Audited Overhead Rate, and Fee for Profit Rate calculated from the NDOR Fixed Fee Worksheet (available on the NDOR website).

CLASSIFICATIONS**:
PR = Principal SCC = Survey Crew Chief
PM = Project Manager SCM = Survey Crew Member
ENG = Engineer INSP 2 = Inspector 2
DES = Designer/CADD Technician INSP 1 = Inspector 1
ADM = Administrative RLS = RLS
UD2 = User Defined 2

** For User-Defined Classifications, you will need to edit the Classifications Legend located above. To enter a new classification, replace "UD1" with its abbreviation (ex. GRA) and replace "User Defined 1" with the corresponding title (ex. Graphic Artist). Once the user-definitions are added, they will self-populate in the Labor Costs Table, as well as the remaining sheets.

Blended Rates Table

STAFFING PLAN			
EMPLOYEE NAME	CLASSIFICATION ¹ & CERTIFICATIONS	SALARY RATE	% ASSIGNED ²
Principal			
Steve Katrol	Principal/Senior Bridge Engineer	\$59.01	30%
Charly Huddleston	Principal	\$68.35	70%
		Blended Rate:	\$65.55
Project Manager			
Doug Holle	Project Mngt/Senior Roadway Engineer	\$49.00	100%
		Blended Rate:	\$49.00
Engineer			
Doug Holle	Project Mngt/Senior Roadway Engineer	\$49.00	75%
Dann Brown	Bridge Engineer	\$40.04	25%
		Blended Rate:	\$46.76
Design/CADD Technician			
Megan Starnier	Engineering Technician	\$21.42	40%
Kevin Snook	Transportation Designer	\$33.25	40%
Terry Notha	Engineering Technician	\$22.98	20%
		Blended Rate:	\$26.46
Survey Crew Chief			
Tony Bruckner	RLS/Crew Chief	\$29.01	34%
Ray Flock	Crew Chief	\$19.76	33%
Kevin Kittenidge	Crew Chief	\$20.80	33%
		Blended Rate:	\$23.25
Survey Crew Member			
Sean Conway	Crew Member	\$18.72	34%
Adam Bessinger	Crew Member	\$20.28	33%
Kim Greiner	Crew Member	\$18.72	33%
		Blended Rate:	\$19.23
Inspector 2			
Brad Eiting	Senior Project Rep.	\$27.96	25%
Heath Cutler	Project Rep.	\$23.50	25%
Jon Goldie	Senior Project Rep.	\$27.04	25%
Greg Kizzier	Senior Project Rep.	\$28.08	25%
		Blended Rate:	\$26.55
Inspector 1			
Jon Goldie	Senior Geotechnical Tech	\$27.04	34%
Chuck Keppard	Geotechnical Tech.	\$17.14	33%
Heath Cutler	Project Rep.	\$23.50	33%
		Blended Rate:	\$22.60
Administrative			
Jill Laferte	Admin. Assistant	\$20.07	50%
Dawn Kirchner	Admin. Assistant	\$15.60	50%
		Blended Rate:	\$17.84
RLS			
Tim Conway	RLS/Survey Manager	\$38.00	100%
		Blended Rate:	\$38.00
		Blended Rate:	

¹ Input actual employee classification as designated by firm. Also enter in any certifications that employee holds.

² Total of % Assigned must equal 100% for each personnel classification category. If one person in classification, list them as 100% for % Assigned.

Consultants Independent Cost Estimate for CE Services

Staffing Plan

CONSTRUCTION ENGINEERING SERVICES
Consultant's Estimate of Hours

Project Name:
Control Number:
Location (City, County):
Firm Name:
Consultant Project Manager:
LPA Responsible Charge:
Phone/Email:
NDOR Project Coordinator:
Phone/Email:
Date:

Grand Island State St & Capital Ave Connector
ENH-40(59)
42650
Grand Island, Hall County
Schemmer
Doug Hoile
402-488-2500, dhoile@schemmer.com
Scott Grienstroh
308-385-5444, ext 265, scottg@grand-island.com
Ashley Taff, Sindaire Hille
(402) 476-7331, ataff@sindairhille.com
January 14, 2014

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TASKS	PERSONNEL CLASSIFICATIONS**										
	PR	PM	ENG	DES	SCC	SCM	INSP 2	INSP 1	ADM	RLS	Total
For Construction Engineering Services:											
1. Project Management and Coordination											
1.1 Project Management		4	20								24
Subtotal		4	20								24
2. Meetings											
2.1 Construction Inspection Planning Meeting			1								1
2.2 Pre-Construction Meeting			5								3
2.3 Construction Progress Meetings			30								30
2.4 Public Meeting											
2.5 Trips to Site (Travel Time) for Meetings			33								3
Subtotal			69								7
3. Traffic Control Plan											
3.1 Prepare Traffic Control Plan			2		2						
3.2 Review Traffic Control Plan (if Completed by Contractor)											
3.3 Sign and Submit Plans to the RC			1								
Subtotal			3		2						
4. SWPPP Inspections/Manual Updates											
4.1 Conduct Inspections											7
4.2 Update SWPPP Manual											7
4.3 Trips to Site (Travel Time) for SWPPP Inspections											14
Subtotal											
5. Construction Survey/Staking											
5.1-5.3 Totals From Survey-Staking Worksheet (enter hours in gray cells)			1		2	18	18			2	41
Subtotal			1		2	18	18			2	41
6. Construction Consultation/Site Manager & Daily Work Report (DWR)											
6.1 Construction Consultation/Site Manager & Daily Work Report (DWR)			18								70
Subtotal			18								70
7. Grader-Shim Surveying (Bridge Projects Only)											
7.1 Grader-Shim Surveying											
Subtotal											
8. Perform Bearing Calculations											
8.1 Perform Bearing Calculations											
Subtotal											
9. Construction Inspection											
9.1 Construction Inspection											10
9.2 Measure, calculate, and document quantities of pay items											190
9.3 Maintain records/data and prepare the Weekly Report of WDS											35
9.4 Trips to Site (Travel Time) for Construction Inspection											35
Subtotal			10								60
10. Perform Material Sampling and Testing											
10.1 Collect, verify, document and deliver all samples to testing lab											20
10.2 Provide all required material certifications to the NDOR M & R Lab											23
10.3 Review and document all test results of all samples											8
10.4 Trips to Site (Travel Time) for Delivery and Collecting Samples											6
10.5 Trips to Concrete Plant (Travel Time) for plant inspection											
Subtotal											34
11. As-Built Drawings											
11.1 Prepare As-Built Drawings			4								8
Subtotal			4								8
12. Final Inspections											
12.1 Walkthrough of Site and Preparation of Punch List			6								8
12.2 Review Project to verify that Punch List has been completed											8
Subtotal			6								16
13. Project Closeout											
13.1 Project Closeout			16								24
Subtotal			16								24
14. Other											
14.1 Culvert Order List (Review Field Sections, Design, Provide List)			2	6							2
14.2 Bridge Shop Plan Review (Coordination and Review)				8							
Subtotal			2	14							2
Total Hours											
Total Days (8 hrs)		4	149	14	4	18	18	18	23	4	2
Total Travel Time		0.5	18.6	1.8	0.6	2.3	2.3	2.3	2.9	0.5	0.3
Total Hours minus Travel Time			33						69		
		4	116	14	4	18	18	18	426	23	4
										2	
											629

Consultant's Independent Cost Estimate for CE Services
Estimate of Hours

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CONSTRUCTION ENGINEERING SERVICES
Cost by Task

Project Name: Grand Island State St & Capital Ave Connector

Project Number: ENH-40(59)

Control Number: 42650

Location (City, County): Grand Island, Hall County

Firm Name: Schemmer

Consultant Project Manager: Doug Holle

Phone/Email: 402-488-2500, dholle@schemmer.com

LPA Responsible Charge: Scott Griepentron

Phone/Email: 308-385-5444, ext 265, scottg@grand-island.com

NODR Project Coordinator: Ashley Taft, Sinclair Hill

Phone/Email: (402) 476-7331, ataft@sinclairhill.com

Date: January 14, 2014

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Tasks		Total Hours	Direct Labor Cost	Overhead 172.20%	Fee for Profit 13.50%	Total Project Cost
For Construction Engineering Services:						
1. Project Management and Coordination	24	\$1,242.20	\$2,139.07	\$456.47	\$3,837.74	
2. Meetings	76	\$3,566.85	\$6,142.12	\$1,310.71	\$11,019.68	
3. Traffic Control Plan	5	\$199.92	\$344.26	\$73.46	\$617.64	
4. SWPPP Inspections/Manual Updates	14	\$371.70	\$640.07	\$136.59	\$1,148.36	
5. Construction Survey/Staking	41	\$942.56	\$1,623.09	\$346.36	\$2,912.01	
6. Construction Consultation/Site Manager & Daily Work Report (DWR)	88	\$2,740.50	\$4,719.14	\$1,007.05	\$8,466.69	
7. Girder Shim Surveying (Bridge Projects Only)						
8. Perform Bearing Calculations						
9. Construction Inspection	330	\$8,986.00	\$15,473.89	\$3,302.09	\$27,761.98	
10. Perform Material Sampling and Testing	57	\$1,422.50	\$2,449.55	\$522.73	\$4,394.78	
11. As-Built Drawings	12	\$408.40	\$703.26	\$150.07	\$1,261.73	
12. Final Inspections	22	\$718.80	\$1,237.77	\$264.14	\$2,220.71	
13. Project Closeout	44	\$1,482.56	\$2,570.19	\$548.47	\$4,611.22	
14. Other	18	\$805.74	\$1,387.48	\$296.08	\$2,489.30	
Direct Expenses					\$11,987.00	
TOTAL	731	\$22,897.73	\$39,429.89	\$8,414.22	\$32,738.84	

CONSTRUCTION ENGINEERING SERVICES
Project Cost

Project Name:Grand Island State St & Capital Ave Connector

Project Number:ENH-40(S9)

Control Number:42650

Location (City, County):Grand Island, Hall County

Firm Name:Schemmer

Consultant Project Manager:Doug Holle

Phone/Email:402-488-2500, dholle@schemmer.com

LPA Responsible Charge:Scott Griepentroh

Phone/Email:308-385-5444, ext 265, scottg@grand-island.com

NDOR Project Coordinator:Ashley Taft, Sinclair Hill

Phone/Email:(402) 476-7331, ataft@sinclairhill.com

Date:January 14, 2014



Direct Labor Costs:				
Personnel Classification	Hours	Rate	Amount	
Principal	4	\$65.55	\$262.20	
Project Manager	149	\$49.00	\$7,301.00	
Engineer	14	\$46.76	\$654.64	
Designer/CADD Technician	4	\$26.46	\$105.84	
Survey Crew Chief	18	\$23.25	\$418.50	
Survey Crew Member	18	\$19.23	\$346.14	
Inspector 2	495	\$26.55	\$13,142.25	
Inspector 1	23	\$22.60	\$519.80	
Administrative	4	\$17.84	\$71.36	
RLS	2	\$38.00	\$76.00	
TOTALS	731		\$22,897.73	

Direct Expenses:		Amount
Subconsultants		
Printing and Reproduction Costs		\$700.00
Mileage/Travel		\$5,988.00
Lodging/ Meals		\$4,948.00
Material Testing		\$360.00
Other Miscellaneous Costs		
TOTALS		\$11,997.00
Total Project Costs:		Amount
Direct Labor Costs		\$22,897.73
Overhead @ 172.20%		\$39,429.89
Total Labor Costs		\$62,327.62
Fee for Profit Rate @ 13.50%		\$8,414.23
Direct Expenses		\$11,997.00
PROJECT COST		\$82,738.85

FEES AND PAYMENTS

EXHIBIT "B"

- A. **Payment Method.** Payment under this agreement will be made based on Actual Costs plus a Fixed Fee for profit.
- B. **Total Agreement Amount.** For performance of the services as described in this agreement, the Consultant will be paid a fixed-fee-for-profit of \$8,414.23 and up to a maximum amount of \$74,324.62 for actual costs as defined in paragraph "H" of this section. The total agreement amount is \$82,738.85. The Consultant's compensation shall not exceed this maximum amount without prior written approval of the LPA.
- C. **Ineligible Costs.** The LPA is not responsible for costs incurred prior to the Notice-to-Proceed date or after the completion deadline date set out in the NOTICE TO PROCEED AND COMPLETION section of this agreement or as provided in a written time extension notification.
- D. **Federal Cost Principles.** For performance of Services under the terms of this agreement, the Consultant will be paid as authorized for each specific Task Order, subject to the terms of this agreement and all requirements and limitations of the federal cost principles contained in the Federal Acquisition Regulation (48 CFR 31).
- E. **Federal-aid.** (2-1-12) LPA will not make payments directly to Consultant for services performed under this agreement. Instead, the State will serve as a paying agent for LPA, and will pay Consultant directly for properly submitted and approved invoices using both LPA and Federal funds based on the applicable project federal cost participation percentage. The following process shall apply whenever the LPA, the State or the FHWA determines that certain costs, previously paid to Consultant, should not have been paid with federal funds by the State to Consultant. Consultant shall immediately repay the State the federal share of the previously paid amount and may invoice LPA for the costs repaid to the State. LPA shall promptly pay the full amount of the invoice from its own funds unless LPA, in good faith, disputes whether the Consultant is entitled to the payment under the agreement or the amount of the invoice. In the event of a dispute between LPA and Consultant, the dispute resolution process of Section 18 herein shall be used by the parties.
- F. **Subconsultant Over-runs and Under-runs.** The Consultant shall require any subconsultant to notify Consultant if at any time the subconsultant determines that its costs will exceed its negotiated fee estimate. The Consultant shall not allow any

subconsultant to exceed its negotiated fee estimate without prior written approval of the

LPA. The Consultant understands that the amount of any subconsultant cost under-run will be subtracted from the total compensation to be paid to Consultant under this agreement, unless prior written approval is obtained from the LPA and, when applicable, FHWA.

G. Out of Scope Services and Consultant Work Orders. The LPA may request that

Consultant provide services that, in the opinion of Consultant, are in addition to or different from those set out in the Scope of Services. When the LPA decides that these services require an adjustment in costs, the Consultant shall: (a) describe the proposed services, (b) provide an explanation why Consultant believes that the proposed services are not within the original scope of services and additional work effort is therefore required, and (c) estimate the cost to complete the services. Consultant must receive written approval from the LPA before proceeding with the out-of-scope services. Before written approval will be given by the LPA, the LPA must determine that the situation meets the following criteria:

- That the additional work is beyond the scope of services initially negotiated with Consultant; and
- That the proposed services are within the scope of the Request for Proposal under which Consultant was selected and contract entered into; and
- That it is in the best interest of the LPA that the services be performed under this agreement.

Once the need for a modification has been established, a supplemental agreement will be prepared.

If the additional work requires the Consultant to incur costs prior to execution of a supplemental agreement, the LPA shall use the process set out below:

- The Consultant Work Order (CWO) – DR Form 250 shall be used to describe and provide necessary justification for the additional the scope of services, effort, the deliverables, modification of schedule, and to document the cost of additional services. The CWO form is available on the Department of Roads website at

www.transportation.nebraska.gov/gov-aff/lpa-guide-man.htm#forms4. The CWO

must be executed to provide authorization for the additional work and to specify when that work may begin. This agreement will be supplemented after one or more CWOs have been authorized and approved for funding.

H. **Payments.** Payment for work under this agreement will be made based on actual costs

plus a fixed fee for profit. Actual costs include direct labor costs, direct non-labor costs, and overhead costs.

(1) Direct Labor Costs are the earnings that individuals receive for the time they are working directly on the project.

(a) Hourly Rates: For hourly employees, the hourly earnings rate shall be the employee's straight time hourly rate for the pay period in which the work was performed.

For salaried employees, the hourly earnings rate shall be their actual hourly rate as recorded in the Consultant's accounting books of record.

(b) Time records: The hours charged to the project must be supported by adequate time distribution records. The records must clearly indicate the distribution of hours to all activities on a daily basis for the entire pay period, and there must be a system in place to ensure that time charged to each activity is accurate.

(2) Direct Non-Labor Costs: These costs include all necessary, actual, and allowable costs related to completing the work under the agreement, including but not limited to: meals, lodging, mileage, subject to the limitations outlined below; communication costs; reproduction and printing costs; special equipment and materials required for the project; special insurance premiums if required solely for this agreement; and such other allowable items.

A non-labor cost charged as a direct cost cannot be included in the Consultant's overhead rate. If for reasons of practicality, the consultant is treating a direct non-labor cost category, in its entirety, as an overhead cost, then costs from that category are not eligible to be billed to this project as a direct expense.

Consultant shall submit to the LPA an invoice or billing itemizing all direct non-labor costs claimed for work under this agreement, and all supporting receipts or invoices. The State, on behalf of the LPA, will pay the Consultant for all necessary, allowable, eligible and properly documented direct non-labor costs related to the work under this agreement.

The following expenses will be reimbursed at actual costs, not to exceed the rates as shown below.

(a) The reimbursement for mileage associated with the use of company owned vehicles shall be the prevailing standard rate as established by the Internal Revenue Service (IRS) through its Revenue Procedures. Reimbursement for

mileage associated with the use of a privately owned vehicle (POV), is limited to the lesser of:

- 1) The mileage rate which the consultant reimbursed to the person who submitted the claim for POV use, or
- 2) The prevailing standard rate as established by the IRS.

(b) Automobile Rentals and Air Fares will be actual reasonable cost and if discounts are applicable the Consultant shall give the LPA the benefit of all discounts.

(c) The reimbursement for meal and lodging rates shall be limited to the prevailing standard rate as indicated in the current website address for U.S. General

Services Administration's (GSA) rates which is indicated below:

<http://www.gsa.gov/portal/category/100120>

1) For the Consultant and its employees to be eligible for the meal allowance, the following criteria must be met.

Breakfast:

- a) Employee is required to depart at or before 6:30 a.m., or
- b) Employee is on overnight travel.

Lunch:

- a) Employee must be on overnight travel. No reimbursement for same day travel.
- b) Employee is required to leave for overnight travel at or before 11:00 a.m., or
- c) Employee returns from overnight travel at or after 2:00 p.m.

Dinner:

- a) Employee returns from overnight travel or work location at or after 7:00 p.m., or
- b) Employee is on overnight travel.

Meals are not eligible for reimbursement if the employee eats within 20 miles of the headquarters town of the employee.

The Consultant shall note the actual lodging and meal costs in a daily diary, expense report, or on the individual's time report along with the time of departure to the project and time of return to the headquarters town. The total daily meal costs must not exceed the GSA rates set out above.

(3) Overhead Costs include indirect labor costs, indirect non-labor costs, and direct labor additives that are allowable in accordance with 48 CFR 31. Overhead costs are to be allocated to the project as a percentage of direct labor costs. The Consultant will be allowed to charge the project using its actual allowable overhead rate. Overhead

rate increases which occur during the project period will not be cause for an increase in the maximum amount established in this agreement.

- I. **Fee for Profit (Actual Cost Plus Fixed Fee).** The Fixed Fee for Profit was computed upon the negotiated direct labor and overhead costs. The Fee for Profit is not allowable upon direct non-labor costs. For monthly or progress invoices, the Fee for Profit is calculated by multiplying the sum of the direct labor and overhead costs billed by the negotiated Fee for Profit Rate of "13.50%". Upon completion of the work under this agreement, the Consultant shall invoice the LPA any remaining Fixed Fee for Profit. If all of the work under this agreement is not completed for any reason, fixed fee for profit will be adjusted based on the LPA's determination of the actual percentage of work completed.

- J. **Invoices and Progress Reports.** The Consultant shall submit invoices to the LPA no more frequently than at monthly intervals and in accordance with the "LPA Reimbursement Procedures" which can be found on the State's website at:

<http://www.transportation.nebraska.gov/gov-aff/lpa-guide-man.html#policies4>. The invoices must present actual direct labor, actual overhead, actual direct non-labor costs, as well as the Fee for Profit based upon the actual direct labor and overhead costs billed for that period. The invoices must identify each employee by name and classification, the hours worked, and each individual's actual labor cost. Direct non-labor expenses must be itemized and provide a complete description of each item billed.

Each monthly invoice must include a completed "Cost Breakdown Form" (see State's webpage at <http://www.transportation.nebraska.gov/gov-aff/lpa-guide-man.html>) and must be substantiated by a progress report which is to include/address, as a minimum:

1. A description of the work completed for that period
2. A description of the work anticipated for the next pay period
3. Information needed from the LPA
4. Percent of work completed to date

Consultant shall submit a progress report monthly even if Consultant does not submit a monthly invoice.

- K. **Progress Payments.** Payments will not be made unless the monthly progress reports provide adequate substantiation for the work and the LPA and the State determine that the work has been properly completed. The State, on behalf of the LPA, will make a reasonable effort to pay the Consultant within 30 days of receipt of the Consultant invoices.

L. **Final Invoice.** Upon completion of the work under this agreement, the Consultant shall

submit their final invoice with a letter identifying it as the final invoice. The letter shall also include the following information/statements:

1. Project name/location, project number, control number, service provided, and agreement number.
2. All the work under this agreement has been completed and all required deliverables have been submitted to the LPA,
3. Consultant has no outstanding issues to be resolved regarding the work under this agreement.

In addition, the Consultant shall review the overhead costs billed to-date to determine if the overhead rates used on the progress billings match the actual allowable rate applicable to the time period that the labor was incurred. If cost adjustments are necessary, they should be reflected on the final invoice. If a particular year's actual overhead has not yet been computed or approved by the State, the most recent years accepted rate should be applied.

M. **Final Payment.** Upon determination by the LPA and the State that the work was adequately substantiated and completed in accordance with this agreement, payment will be made in the amount of the approved final invoice. The acceptance by the Consultant of the final payment will constitute and operate as a release to the LPA and the State for all claims and liability to the Consultant, its representatives, and assigns, for any and all things done, furnished, or relating to the services rendered by or in connection with this agreement or any part thereof.

N. **Audit and Final Cost Adjustment.** Upon acceptance by the LPA and the State, the State, or its authorized representative, may complete an audit review of the payments made under this agreement. The Parties understand that the audit may require an adjustment of the payments made under this agreement. The Consultant agrees to reimburse the State for any overpayments identified in the audit review, and State agrees to pay Consultant for any identified underpayments.

O. **Consultant Cost Record Retention.** The Consultant shall maintain, and also require that its Subconsultants/Subcontractors maintain, all books, documents, papers, accounting records, and other evidence pertaining to costs incurred and shall make such material available for examination at its office at all reasonable times during the agreement period and for three years from the date of final cost settlement by FHWA and project closeout by the State. Such materials must be available for inspection by

the LPA, State, FHWA, or any authorized representative of the federal government, and when requested, the Consultant shall furnish copies.

EXHIBIT "C"
INSURANCE REQUIREMENTS FOR
PROFESSIONAL SERVICE PROVIDERS
LPA PROJECTS

Consultant agrees to:

- (1) Make a detailed review of its existing insurance coverage,
- (2) Compare that coverage to the expected scope of the work under this contract,
- (3) Obtain the insurance coverage that it deems necessary to fully protect
Consultant from loss associated with the work. Also, Consultant shall have at a
minimum the insurance described below:

General Liability –

Limits of at least:

\$ 1,000,000 Per Occurrence
\$ 2,000,000 General Aggregate
\$ 2,000,000 Completed Operations Aggregate (if applicable)
\$ 1,000,000 Personal/Advertising Injury

- Consultant shall be responsible for the payment of any deductibles.
- Coverage shall be provided by a standard form Commercial General Liability Policy covering bodily injury, property damage including loss of use, and personal injury.
- General Aggregate to apply on a Per Project Basis.
- The LPA shall be named as Additional Insured on a primary and non-contributory basis including completed operations (the completed work/product) for three (3) years after the work/product is complete.
- Consultant agrees to waive its rights of recovery against the LPA. Waiver of Subrogation in favor of the LPA shall be added to, or included in, the policy.
- Contractual liability coverage shall be on a broad form basis and shall not be amended by any limiting endorsements.
- If work is being done near a railroad track, the 50' railroad right of way exclusion must be deleted.
- In the event that this contract provides for consultant to construct, reconstruct or produce a completed product, products and completed operations coverage in the amount provided above shall be maintained for the duration of the work, and shall be further maintained for a minimum period of five years after final acceptance and payment.

- Policy shall not contain a total or absolute pollution exclusion. Coverage shall be

provided for pollution exposures arising from products and completed operations (as per standard CG0001 Pollution Exclusion or equivalent). (If the standard pollution exclusion as provided by CG0001 has been amended, please refer to the following section entitled "Pollution Coverage.")

- **Pollution Coverage –**

- In the event that the standard pollution exclusion as provided by CG0001 has been amended, coverage may be substituted with a separate Pollution Liability policy or a Professional Liability policy that includes pollution coverage in the amount of \$1.0 million per occurrence or claim and \$1.0 million aggregate. If coverage is provided by a "claims made" form, coverage will be maintained for three years after project completion. Any applicable deductible is the responsibility of the Consultant.

Automobile Liability –

- Limits of at least: \$ 1,000,000 CSL Per Accident
- Coverage shall apply to all Owned, Hired, and Non-Owned Autos.

Workers' Compensation –

Limits: Statutory coverage for the State where the project is located.

Employer's Liability limits: \$100,000 Each Accident

 \$100,000 Disease – Per Person

 \$500,000 Disease – Policy Limit

- Consultant agrees to waive its rights of recovery against the LPA. Waiver of Subrogation in favor of the LPA shall be added to, or included in, the policy

Professional Liability –

- Limits of at least: \$ 1,000,000 Per Claim and Annual Aggregate
- Coverage shall be provided for three years after work/project completion.

Electronic Data and Valuable Papers –

Limits of at least: \$100,000 Electronic Data Processing Data and Media

 \$25,000 Valuable Papers

Umbrella/Excess –

- Limits of at least: \$1,000,000 Per Occurrence and Annual Aggregate
- Policy shall provide liability coverage in excess of the specified Employers Liability, Commercial General Liability and Auto Liability.

- The LPA, shall be an "Additional Insured".
- Consultant agrees to waive its rights of recovery against the LPA. Waiver of subrogation

Project No. ENH-40(59)
Control No. 42650
Grand Island State Street & Capital Avenue Connector

Exhibit "C"
Page 2 of 3

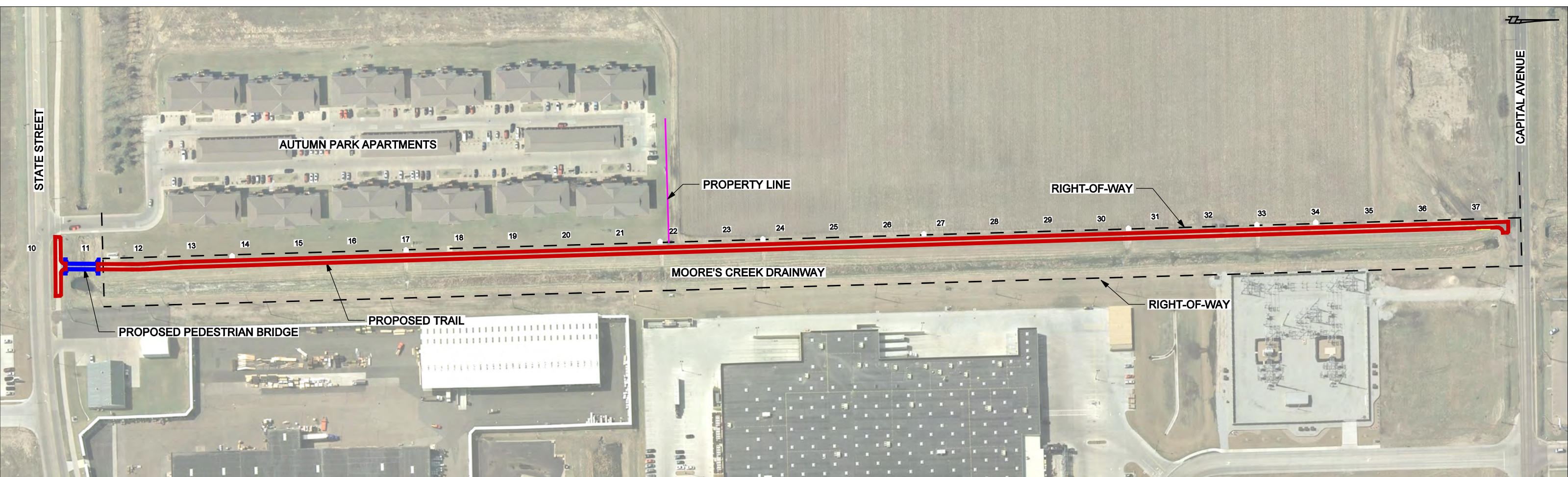
in favor of the LPA shall be provided.

Additional Requirements –

- Any insurance policy shall be written by a reputable insurance company acceptable to the LPA or with a current Best's Insurance Guide Rating of A – and Class VII or better, and authorized to do business in Nebraska.
- Evidence of such insurance coverage in effect shall be provided to the LPA in the form of an Accord certificate of insurance executed by a licensed representative of the participating insurer(s).
- For so long as insurance coverage is required under this agreement, the Consultant shall have a duty to notify the LPA and the State of Nebraska Department of Roads (State) when the Consultant knows, or has reason to believe, that any insurance coverage required under this agreement will lapse, or may be canceled or terminated. The Consultant must forward any pertinent notice of cancelation or termination to the LPA and to the State by mail (return receipt requested), hand-delivery or facsimile transmission within 2 business days of receipt by Consultant of any such notice from an insurance carrier. Copies of notices received by the Consultant shall be sent to the LPA, in care of the LPA's Responsible Charge and to the State at the following address:

Nebraska Department of Roads
Construction Division – Insurance Section
1500 Highway 2, P. O. Box 94759
Lincoln, NE 68509-4759
Facsimile No. 402-479-4854

- Failure of the owner or any other party to review, approve, and/or reject a certificate of insurance in whole or in part does not waive the requirements of this agreement.
- The Limits of Coverage's set forth in this document are suggested minimum limits of coverage. The suggested limits of coverage shall not be construed to be a limitation of the liability on the part of the consultant or any of its subconsultants/tier subconsultants. The carrying of insurance described shall in no way be interpreted as relieving the consultant, subconsultant, or tier subconsultant of any responsibility of liability under the contract.
- If there is a discrepancy of coverage between this document and any other insurance specification for this project, the greater limit or coverage requirement shall prevail.



RESOLUTION 2014-126

WHEREAS, the City of Grand Island is developing a transportation project for which it intends to obtain Federal funds; and

WHEREAS, the City of Grand Island as a sub-recipient of Federal-Aid funding is charged with the responsibility of expending said funds in accordance with Federal, State and local laws, rules, regulations, policies and guidelines applicable to the funding of the Federal-Aid project; and

WHEREAS, the City of Grand Island and The Schemmer Associates, Inc. wish to enter into a Professional Construction Engineering Services Agreement to provide construction engineering services for the Federal-Aid project.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor is hereby authorized to sign the attached construction engineering services agreement between the City of Grand Island, Nebraska and The Schemmer Associates, Inc. of Lincoln, Nebraska in the amount of \$82,738.85.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 27, 2014.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	▣ _____
May 23, 2014	▣ City Attorney



City of Grand Island

Tuesday, May 27, 2014

Council Session

Item G-18

#2014-127 - Approving Use of Land Owned by the City of Grand Island (Capital and Webb Mini-Park) for Facilities to be Constructed on the Capital Avenue - Webb Road to Broadwell Avenue Project

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

Council Agenda Memo

From: Scott Griepenstroh, Project Manager

Meeting: May 27, 2014

Subject: Approving Use of Land owned by the City of Grand Island (Capital and Webb Mini-Park) for facilities to be constructed on the Capital Avenue - Webb Road to Broadwell Avenue Project

Item #'s: G-18

Presenter(s): John Collins, Public Works Director

Background

The City and the Nebraska Department of Roads (NDOR) entered into an agreement, which was executed by the City on May 24, 2011 by Resolution No. 2011-124, which specified various duties and funding responsibilities for the Capital Avenue – Webb Road to Broadwell Avenue project. The agreement required that NDOR Standards and Specifications are to be used for design, construction inspection and quality control.

This project will consist of removal of the existing 24' wide asphalt roadway and construction of new concrete pavement on Capital Avenue from Webb Road through Broadwell Avenue. The new roadway will consist of five lane curbed concrete pavement. Other improvements include construction of sidewalks and a concrete hike/bike trail, updated street lighting, and construction of new storm sewer. A pedestrian signal will be constructed approximately 1000' east of Webb Road to provide for safe crossing for users of the hike/bike trail.

This project will be coordinated with the North Interceptor Sanitary Sewer project.

Discussion

As per guidance from the Nebraska Department of Roads, a critical component of any federal aid public transportation project are the land rights needed to facilitate the construction, operation and maintenance of the project in accordance with Federal Highway Administration 23 Code of Federal Regulations 1.23(a), which states "Interest to be acquired. The State shall acquire rights-of-way of such nature and extent as are adequate for the construction, operation, and maintenance of a project." These rights ensure that the facility that is developed with Federal Transportation funds has a legal

right to exist and cannot be displaced by a competing land use, and a return on the investment will be realized.

Property that is currently owned by the City of Grand Island that was initially purchased for a purpose other than for pedestrian, drainage and utility facilities cannot be readily used for this project, without execution of the Declaration as to Use document. The purpose or use consistent with the requirements of the project need to be established and of record by execution of a “Declaration as to Use” resolution. The duration the declaration is to be in effect is a minimum of 25 years from completion of construction.

Once approved, a copy of the “Declaration as to Use” resolution must be placed on file at the Register of Deeds office.

Submittal of final design plans and acquisition of right-of-way and easements are anticipated to be complete this summer. Relocation of utilities is planned to occur in early 2015 following completion of Phase 2 of the North Interceptor Sanitary Sewer project. Roadway construction is planned to begin in spring of 2015.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the use of a portion of land owned by the City of Grand Island (Capital and Webb Mini-Park) for facilities to be constructed on the Capital Avenue - Webb Road to Broadwell Avenue Project.

Sample Motion

Move to approve the agreement.

GRAND ISLAND, NEBRASKA

RESOLUTION NO. 127

DECLARATION AS TO USE

WHEREAS; the City of Grand Island is the owner of a portion of the North Half of Fractional Section 7, and a portion of the Northwest Quarter of Section 8, both located in Township 11 North, Range 9 West of the Sixth Principal Meridian, Hall County, Nebraska, and

WHEREAS; said portion of the North Half of Fractional Section 7, and said portion of the Northwest Quarter of Section 8, both located in Township 11 North, Range 9 West of the Sixth Principal Meridian, Hall County, Nebraska, are now being occupied by drainage facilities and utility facilities, and

WHEREAS; The City of Grand Island hereby wishes to construct, operate, and maintain a pedestrian facilities, drainage facilities, and retaining wall facilities across a portion of said property, and

WHEREAS; The pedestrian facilities, drainage facilities, and retaining wall facilities are to be constructed as part of Nebraska Department of Roads project URB-5436(5), Control Number 42707, and identified as Capital Avenue Paving Improvements, and

WHEREAS; To comply with Federal Highway Administration 23 CFR 1.23(a) – “Interest to be acquired – The State shall acquire rights-of-way of such nature and extent as are adequate for the construction, operation, and maintenance of a project”; It is necessary for the City of Grand Island to declare that a portion of said property shall be used for the construction, operation, and maintenance of a pedestrian facilities, drainage facilities, and retaining wall facilities for a period of no less than twenty five years from the completion of its construction, and

NOW THEREFORE, BE IT RESOLVED; that the Mayor and City Council of the City of Grand Island, Nebraska, hereby approves the use of a portion of said land owned by the City of Grand Island for the construction, operation, and maintenance of a pedestrian facilities, drainage facilities, and retaining wall facilities as shown on attached Exhibit “A”, and as aligned in project plans and specifications for Nebraska Department of Roads project URB-5436(5), Control Number 42707, and identified as Capital Avenue Paving Improvements, for a period of no less than twenty five years from the completion of its construction.

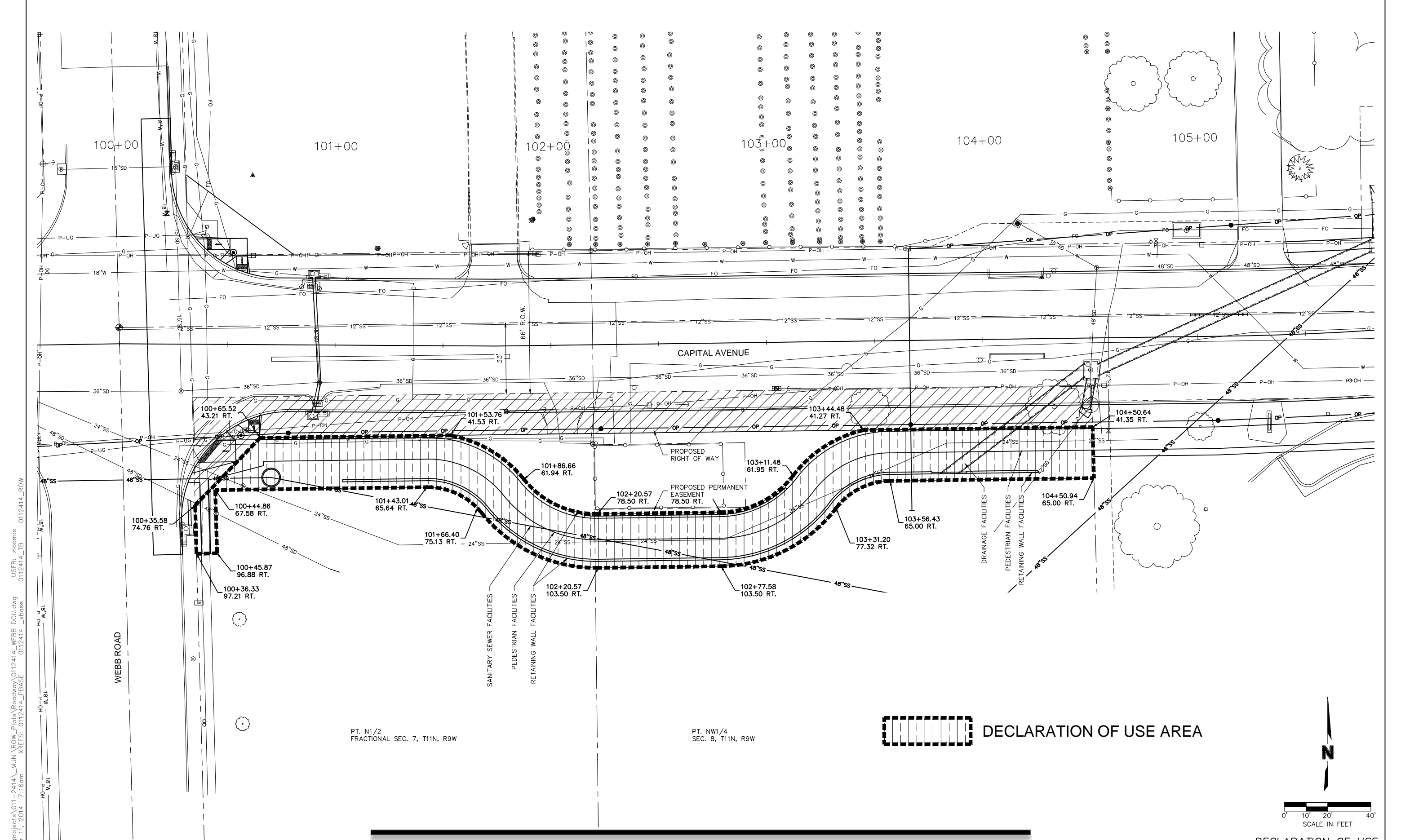
Passed and approved this 27th day of May, 2014.

Jay Vavricek, Mayor

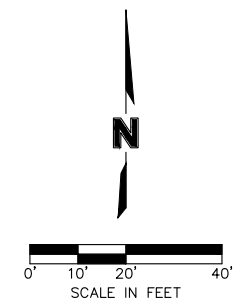
Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
May 22, 2014	☐ City Attorney



DECLARATION OF USE AREA





City of Grand Island

Tuesday, May 27, 2014

Council Session

Item G-19

**#2014-128 - Approving Bid Award for City Hall Parking Lot
Pavement Replacement; Project No. 2014-P-3**

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

Council Agenda Memo

From: Terry Brown PE, Assistant Public Works Director

Meeting: May 27, 2014

Subject: Approving Bid Award for City Hall Parking Lot Pavement Replacement; Project No. 2014-P-3

Item #'s: G-19

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

Background

On May 8, 2014 the Engineering Division of the Public Works Department advertised for bids for the City Hall Parking Lot Pavement Replacement; Project No. 2014-P-3. There were thirteen (13) potential bidders for the project.

Discussion

Two (2) bids were received and opened on May 19, 2014. The bids were submitted in compliance with the contract, plans and specifications. A summary of the bids is shown below.

Bidder	Exceptions	Total Bid
Bigzby's Inc. of Grand Island, NE	None	\$69,848.00
The Diamond Engineering Co. of Grand Island, NE	Noted	\$93,754.75

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve awarding a contract to Bigzby's Inc. of Grand Island, Nebraska in the total amount of \$69,848.00 as the low compliant bid that meets specifications.

Sample Motion

Move to approve the bid award.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: May 19, 2014 at 2:00 p.m.
FOR: City Hall Parking Lot Pavement Replacement; Project No. 2014-P-3
DEPARTMENT: Public Works
ESTIMATE: \$95,000.00
FUND/ACCOUNT: 40033535-90157
PUBLICATION DATE: May 8, 2014
NO. POTENTIAL BIDDERS: 13

SUMMARY

Bidder:	<u>BIGZBY'S, INC.</u> Grand Island, NE	<u>Diamond Engineering Co.</u> Grand Island, NE
Exceptions:	None	Noted
Bid Price:	\$69,848.00	\$93,754.75

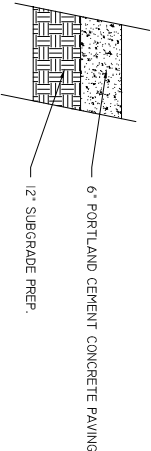
cc: John Collins, Public Works Director
Mary Lou Brown, City Administrator
Stacy Nonhoff, Purchasing Agent
Keith Kurz, Public Works Engineer

Catrina DeLosh, PW Admin. Assist.
Jaye Monter, Finance Director
Craig Lewis, Building Dept. Director

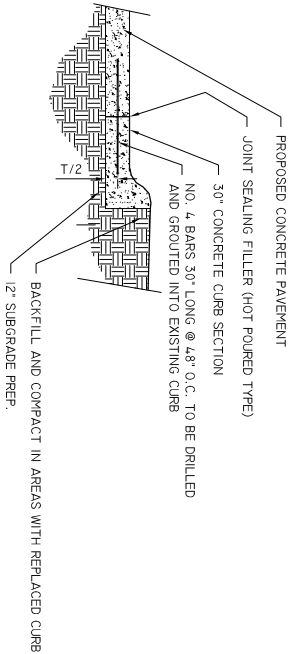
P1739

GENERAL NOTES

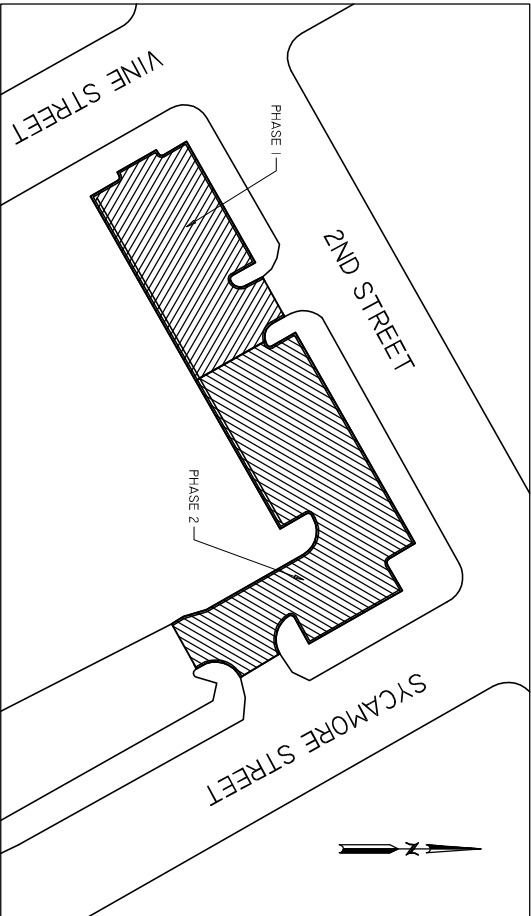
1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION OF ALL EXISTING UTILITIES PRIOR TO ANY EXCAVATION.
2. THE CONTRACTOR SHALL COORDINATE WITH THE CITY OF GRAND ISLAND UTILITY DEPARTMENT ANY WORK IN CONFLICT WITH EXISTING OVERHEAD OR UNDERGROUND ELECTRIC LINES.
3. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE CITY OF GRAND ISLAND STANDARD PLANS AND SPECIFICATIONS.
4. CONTRACTOR SHALL PRESERVE ALL PROPERTY CORNER MONUMENTS OR RE-ESTABLISH THEM IF THEY ARE DISTURBED DURING CONSTRUCTION.
5. CONTRACTOR SHALL OBTAIN AND PAY THE COST OF ALL REQUIRED PERMITS AND FEES.
6. THE CONTRACTOR SHALL USE EXTREME CAUTION IN THE AREA OF EXISTING MANHOLES, POWER POLES, AND ALL OTHER EXISTING UTILITIES, AND SHALL BE RESPONSIBLE FOR DAMAGES.
7. THE CITY WILL COVER COSTS OF ALL TESTING PROCEDURES REQUIRED BY THE CITY OF GRAND ISLAND SPECIFICATIONS.
8. AT THE COMPLETION OF WORK AND BEFORE FINAL ACCEPTANCE, CONTRACTOR SHALL NOTIFY ENGINEER IN WRITING REQUESTING A FINAL WALK-THROUGH OF THE PROJECT.
9. CONTRACTOR SHALL BE RESPONSIBLE FOR TRAFFIC CONTROL COSTS AND COORDINATION. TRAFFIC CONTROL PLAN SHALL BE IN ACCORDANCE WITH THE MOST CURRENT EDITION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) AND THE CITY OF GRAND ISLAND STANDARDS.
10. SAWCUTTING OF PAVEMENT IS SUBSIDIARY TO THE REMOVAL OF EXISTING PAVEMENT. CONCRETE PAVEMENT SHALL BE REMOVED AT EXISTING JOINTS IF POSSIBLE. CLEAN JOINTS SHALL BE PROVIDED PRIOR TO REPLACEMENT OF PAVEMENT. CONTRACTOR RESPONSIBLE FOR REMOVAL OF ALL REMOVED ITEMS.
11. PAVEMENT SUBGRADE SHALL BE COMPACTED AND PREPARED ACCORDING TO GRAND ISLAND STANDARD SPECIFICATIONS. SOILS SHALL BE WORKED IN 6" LIFTS AS NEEDED AND BROUGHT TO +/-3% OF THE OPTIMUM MOISTURE CONTENT AND COMPACTED TO AT LEAST 95% OF THE MAXIMUM DRY DENSITY OBTAINED AT OPTIMUM MOISTURE CONTENT. ALL SUBGRADE TO BE INSPECTED BY THE ENGINEER PRIOR TO CONCRETE PLACEMENT.
12. SAWCUTTING IS PAVEMENT IS SUBSIDIARY TO THE PLACEMENT OF NEW PAVEMENT. PANEL SIZING SHALL BE NO LARGER THAN 12'-0" X 12'-0". JOINT SEALING IS SUBSIDIARY TO CONSTRUCTION AND SHALL BE PER THE G.I. STANDARD SPECIFICATIONS.
13. CONTRACTOR TO PROVIDE ALL INCIDENTAL FITTINGS NECESSARY TO COMPLETE WORK.
14. CONCRETE TESTING SHALL BE COMPLETED BY THE CITY PER THE GRAND ISLAND STANDARD SPECIFICATION.
15. CONCRETE PAVEMENT SHALL BE 4.7-8 MODIFIED PER THE GRAND ISLAND CITY SPECIFICATIONS.
16. CURB SHALL BE REMOVED AND REPLACED AT EXISTING GRADE TO INSURE PROPER DRAINAGE.
17. CURB SECTION SHALL BE USED TO ESTABLISH GRADES FOR PARKING CONCRETE.
18. CURB SECTION TO BE DOWELED TO PROPOSED PAVEMENT AS SHOWN IN DETAIL.
19. ALL WORK TO BE COORDINATED THROUGH JOHN KNAFF AT 308-390-6899.



CONCRETE PAVING DETAIL
NOT TO SCALE



CURB TO CONCRETE DETAIL
NOT TO SCALE



PHASING PLAN

NOTE: CONSTRUCTION OF ONE PHASE MUST BE COMPLETE AND OPEN TO USE BEFORE STARTING SECOND PHASE. PHASE ORDER CAN BE CHANGED.

PROJECT SHEET		<div>REVISIONS</div> <table><tr><th>DATE</th><th>BY</th><th>DESCRIPTION</th></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr></table>		DATE	BY	DESCRIPTION																<div>SURV. BY: OA</div> <div>DATE: 08/08/2013</div> <div>DR. BY: KJK</div> <div>DATE: 01/16/14</div> <div>CHK. BY: KJK</div> <div>DATE: 12/17/13</div> <div>APPR. BY: KJK</div> <div>DATE: 02/07/14</div>	<div></div>	<div>CITY OF Grand Island PUBLIC WORKS DEPARTMENT</div>
DATE	BY	DESCRIPTION																						
2014-P-3 - CITY HALL PARKING LOT GRAND ISLAND, NEBRASKA																								
<div>DRAWING NO.: PAVING_PBASE.DWG</div>																								
1 / 2																								

RESOLUTION 2014-128

WHEREAS, the City of Grand Island invited sealed bids for City Hall Parking Lot Pavement Replacement; Project No. 2014-P-3, according to plans and specifications on file with the City Engineer/Public Works Director; and

WHEREAS, on May 19, 2014 bids were received, opened, and reviewed; and

WHEREAS, Bigzby's Inc. of Grand Island, Nebraska submitted a bid in accordance with the terms of the advertisement of bids and plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$69,848.00, and

WHEREAS, Bigzby's Inc.'s bid is considered fair and reasonable for the project; and

WHEREAS, funds are available in the Fiscal Year 2013/2014 budget for this project.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Bigzby's Inc. of Grand Island, Nebraska in the amount of \$69,848.00 is hereby approved as the lowest responsible bid.

BE IT FUTHER RESOLVED, that the Mayor is hereby authorized and directed to execute a contract with such contractor for such project on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 27, 2014.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
May 23, 2014	☐ City Attorney



City of Grand Island

Tuesday, May 27, 2014

Council Session

Item G-20

#2014-129 - Approving Purchase of Police Department Specialty Vehicle

Staff Contact: Steven Lamken

Council Agenda Memo

From: Steven Lamken, Police Chief

Meeting: May 27, 2014

Subject: Purchase of Police Department Multipurpose Vehicle

Item #'s: G-20

Presenter(s): Steven Lamken, Police Chief

Background

The Police Department has a 1993 Step Van vehicle that is being used for the Tactical Response Team, the Hostage Negotiators, and as a Crime Scene/Command Post. The vehicle was purchased used in 2007. The vehicle has become mechanically unreliable with multiple problems, including not starting due to electrical problems draining the batteries. We have not been able to correct many of the problems after having several repair services work on it.

In the 2013-2014 budget, the Police Department budgeted \$15,000 for the purchase of a used vehicle to serve as a multipurpose vehicle for the Tactical Team, Hostage Negotiators and a Crime Scene/Command Post vehicle. The Department's intent was to furnish and equip the vehicle ourselves.

The Police Department has been unable to find a suitable vehicle for the amount of money budgeted. It was determined to be more practical to submit an RFP to companies that specialize in building specialized law enforcement vehicles. An RFP was developed, advertised and mailed to seven vendors. Three proposals were received ranging in cost from \$59,525 to \$121,840.

Discussion

The RFP allowed for either a new or used vehicle and specified as to how the vehicle was to be equipped. All three of the vendor proposals meet the specifications or provide acceptable alternates for equipment and outfitting. All three proposals offered a one year warranty on the vehicle, equipment and workmanship as specified in the RFP. The proposals were from:

1. LDV of Burlington, Wisconsin for the purchase of a gasoline engine, 2003 Ford E450 cab with chassis box truck, walk through design, with 22,000 miles of use for \$59,525
2. Mag Trucks of Kansas City, Missouri for a diesel engine, 2005 Freightliner Step Van with 192,079 miles of use for \$64,800
3. Farber Specialty Vehicles of Reynoldsburg, Ohio for the purchase of a new, gasoline engine, (brand unspecified) cab with chassis box truck, walk through design, for \$121,840

A team of officers and supervisors from the Police Department evaluated all three proposals. All team members selected the LDV proposal as the first choice and said that the vehicle would meet the Police Department's needs. The LDV proposal was also reviewed by Roger Schweitzer, City Shops mechanic and found to meet the specifications for mechanical and electrical. Member of the Police Department will travel to Wisconsin to conduct an acceptance inspection of the vehicle and transport the vehicle back to Grand Island.

The Police Department is recommending accepting the proposal from Lynch Diversified Vehicles, LDV, of Burlington, Wisconsin for a 2003 Ford E450 for a cost of \$59,525. LDV is one of the largest suppliers of special service vehicles in North America and has designed engineered and manufactured over 20,000 specialty service vehicles worldwide.

The \$59,525 cost exceeds the budgeted line item amount of \$15,000 for the Tactical Team Vehicle. The Police Department has \$19,740 remaining in the department's capital account line item for vehicles due to savings on other vehicle purchases. The remaining \$24,785 over budget in total capital purchases will be allowed due to underruns in the Police Department's operating and/or personnel budget categories for the 2013-2014 budget.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the purchase of a 2003 Ford E450 cab with chassis box truck with walk through design equipped as specified in the request for proposal from Lynch Diversified Vehicles of Burlington, Wisconsin for \$59,525.

Sample Motion

Move to approve the purchase of a 2003 Ford E450 cab with chassis box truck with walk through design equipped as specified in the request for proposal from Lynch Diversified Vehicles of Burlington, Wisconsin for \$59,525.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

**REQUEST FOR PROPOSAL
FOR
MULTIUSE VEHICLE**

RFP DUE DATE: May 14, 2014 at 4:00 p.m.

DEPARTMENT: Police

PUBLICATION DATE: April 21, 2014

NO. POTENTIAL BIDDERS: 7

SUMMARY OF PROPOSALS RECEIVED

Mag Specialty Vehicles
Kearney, MO

Lynch Diversified Vehicles, Inc.
Burlington, WI

Farber Specialty Vehicles
Reynoldsburg, OH

cc: Steve Lamken, Police Chief
Mary Lou Brown, City Administrator
Stacy Nonhoff, Purchasing Agent

Dean Elliott, Police Captain
Jaye Monter, Finance Director

P1732



REQUEST FOR PROPOSALS
FOR A
MULTIUSE VEHICLE
Grand Island Police Department

Proposals will be received at the **Office of the City Clerk, 100 East First Street, Grand Island, NE 68801, until 4:00 p.m. (Local Time), May 14, 2014**, for furnishing **One (1) Multiuse Vehicle**. Proposals will be publicly opened at this time at the Office of the City Clerk, 100 East First Street, Grand Island, NE. **Proposals received after the specified time will be returned unopened to sender.**

Specifications are on file in the office of Grand Island Police Department. An original and three copies of the proposal must be submitted. The proposal package is also available on-line at www.grand-island.com under Calendars.

The successful bidder will be required to comply with fair labor standards as required by Nebraska R.R.S.73-102 and comply with Nebraska R.R.S. 48-657 pertaining to contributions to the Unemployment Compensation Fund of the State of Nebraska. Successful bidder shall maintain a drug free workplace policy. Every public contractor and his, her or its subcontractors who are awarded a contract by the City for the physical performance of services within the State of Nebraska shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

Proposals will be evaluated by the purchaser based on vehicle reliability, the ability to meet department operational needs and cost. The Purchaser reserves the right to reject any or all bids, to waive technicalities, and to accept whichever proposal that may be in the best interest of the City.

No Company may withdraw its proposal for a period of sixty (60) days after date of bid opening.

RaNae Edwards, City Clerk

**GENERAL SPECIFICATIONS
FOR
ONE (1) MULTIUSE VEHICLE
CITY OF GRAND ISLAND, NEBRASKA**

Proposals will be **received at the office of the City Clerk until 4:00 p.m. (Local Time), May 14, 2014**, 100 East First St., Grand Island, NE 68801 or P.O. Box 1968, Grand Island, NE, for furnishing **One (1) Multiuse Vehicle** specified in these proposal documents. **Proposals received after the specified time will be returned unopened to sender.**

Attached are detailed minimum specifications. The following general specifications also apply to this bid.

Proposal Submittal	All envelopes containing a proposal must state on the outside of the envelop "Proposal for One (1) Multiuse Vehicle." All bidders must submit one original and three (3) copies of the proposal.
Manuals	Refer to specifications.
Warranty	The equipment shall carry the standard warranty; bidder should include warranty details with the bid; failure to comply may cause bid rejection.
Descriptive Literature	The bidder shall attach hereto, and it shall be made part of this proposal, regularly printed literature as published by the factory which sets out and fully describes the equipment to be furnished in the proposal. This literature or other supplemental information shall clearly indicate compliance with each and every item of these Specifications. Failure to indicate compliance may be cause for rejection of bid.
Optional Equipment	The general and detailed specifications are the minimum requirements. Bidder may include optional equipment if desired. Optional equipment should be noted as such.
OSHA & ANSI Requirements	In addition to other specified requirements, the equipment shall meet all current Occupational Safety and Health Administration and American National Standards Institute requirement specifications.
Delivery	Purchaser will provide transportation of the vehicle to Grand Island, Nebraska.
Delivery Date	Completion of vehicle on or before September 1, 2014.
Payment	Prior to approving the invoice for payment, the City reserves the right to thoroughly inspect and test the equipment to confirm compliance with specifications. Any equipment which does not meet the City's requirements will be returned at vendor's expense for correction. Title, manufacturer's use tax form, odometer form, and any specified data, diagrams and manuals must be received

prior to approval of invoice. The invoice will be paid after approval at the next regularly scheduled Council meeting occurring after departmental approval of invoice; the City Council typically meets the second and fourth Tuesday of each month. Invoices must be received well in advance of Council date to allow evaluation and processing time.

Fair Employment Practices

Each bidder agrees that he/she will not discriminate against any employee or applicant for employment because of age, race, color, religious creed, ancestry, handicap, sex or political affiliation.

Data Privacy

Bidder agrees to abide by all applicable Local, State, and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, patents and patent rights. The bidder agrees to hold the City harmless from any claims resulting from the bidder's unlawful disclosure or use of private or confidential information.

Independent Price Determination

By signing and submitting bid, the bidder certifies that: the prices in the bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.

Clarification of Specification Documents

Vendors shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of the specifications. Interpretations, corrections and changes made to the specifications will be made by written addenda. Oral interpretations or changes to the specifications made in any other manner will not be binding on the City; and bidders shall not rely upon such interpretations or changes.

Proposal Evaluation and Award

No bid shall be withdrawn for a period of sixty (60) days after proposal due date. The City reserves the right to reject any and all proposals, to waive technicalities and to accept the proposal considered by the Purchaser to be in the City's best interest. The proposal will be evaluated based on the reliability of the vehicle, the ability to meet department operational needs and cost.

Gratuities and Kickbacks

City Code states that it is unethical for any person to offer, give, or agree to give any City employee or former City employee, or for any City employee or former City employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore. It shall be unethical for any

payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

CITY OF GRAND ISLAND
REQUEST FOR PROPOSAL INSTRUCTIONS

The City of Grand Island, Nebraska, Grand Island Police Department, requests sealed proposals for the following:

One (1) Multiuse Vehicle

As part of the Request for Proposals the following items are attached:

**Advertisement to Bidders
General Specifications
Request for Proposal Instructions
Minimum Specifications**

Sealed proposals must be received by 4:00 p.m. (Local Time), May 14, 2014, and be addressed to:

City Clerk
City of Grand Island
(Street Address) 100 East 1st Street, Grand Island, NE 68801
(Mailing Address) P. O. Box 1968, Grand Island, NE 68802-1968

Proposals must include the following:

- Purchase price of the vehicle which will include all specifications and or alternates. The City of Grand Island will provide tax exempt status. Grand Island Police Department will provide transportation of the vehicle to Grand Island.
- Agreement to complete construction and sale of vehicle to the Grand Island Police Department **on or before September 1, 2014**.
- Whether the vehicle proposed in the RFP is new or used. Previous owner and type of use by previous owner must be provided if the vehicle is used.
- Alternates to the specifications. The Grand Island Police Department will consider alternates in the evaluation. Alternates must be clearly identified and an explanation provided of how the alternate is equivalent to the specification.
- A diagram of the proposed design of the interior of the vehicle.
- Three (3) references to include contact information of government or business entities to whom vendor has sold special use vehicles with similar design features.

Instructions for Proposals

Bidders must include as a minimum the attached specifications. Alternatives to the attached specifications must be described in detail.

Column 1.	Check this box only if an <u>alternative</u> to this specification is used.
Column 2.	Details the minimum specifications required.

All information required in specifications must be included with proposal. Supplementary material that the bidder wishes to include will be appreciated, but is not required.

Please direct questions to:

Captain Kerry Mehlin
kmehlin@gipolice.org
308-385-5400

OR

Captain Dean Elliott
delliott@gipolice.org
308-385-5400

**MINIMUM SPECIFICATIONS
for
One (1) Multiuse Vehicle**

GENERAL INFORMATION:

The Grand Island Police Department is requesting proposals for the purchase of a special use vehicle that will serve multiple purposes. The primary purpose of the vehicle will be to serve as the transportation and deployment vehicle for the Department's Tactical Response Team. The Tactical Response Team is commonly referred to as a SWAT Team. Secondary purposes for the use of the vehicle are to serve as an operations center for Department negotiators when actively conducting negotiations at the scene of a barricaded suspect and to serve as a limited operational center that can be used at crime scenes or major incident sites.

All RFP vehicles will be evaluated regarding reliability, the ability to meet department operational needs and cost.

FACTORY INSTALLATION: If manufacturer has requirements available from the factory, then these features when selected must be **FACTORY-INSTALLED**; if factory-installation is not available, then the features, when selected, must be noted as dealer-installation and an exception.

DELIVERY: Grand Island Police Department will provide transportation of the vehicle to Grand Island, Nebraska.

REQUIRED MINIMUM SPECIFICATIONS –MULTIUSE VEHICLE

Vehicle:

Checkbox if alternate is used in place of specification – explain details of alternate

- ☐ Step Van Truck or Cab with Chassis Box Truck with walk through design.
- ☐ New or Used, Purchaser will evaluate any used proposal for mileage and condition
- ☐ Minimum 1 year warranty on all mechanical and systems
- ☐ Automatic Transmission
- ☐ Power Brakes
- ☐ Power Steering
- ☐ Back up camera – Minimum 5" monitor
- ☐ Gasoline or Diesel, Gasoline, minimum 6 liter engine, Diesel, minimum 3.9 liter engine
- ☐ Rated 10,000 lbs gross vehicle weight
- ☐ Tires to have minimum of 80% remaining tread wear if vehicle is used
- ☐ Front and Rear tow hooks
- ☐ Vehicle to be a solid color. White is preferred.

Van or Box:

Checkbox if alternate is used in place of specification – explain details of alternate

- ☐ Minimum 16 foot interior length.
- ☐ Side entry door – Passenger side - Minimum 30 inches width
- ☐ Rear entry single or double door – Minimum 36 inches width. Interior & exterior handles
- ☐ 50 % of exposed interior walls to be .090 Kemlite or equivalent for marker board.

- ☐ 50% of exposed interior walls to be commercial grade carpet
- ☐ Flooring – Slip Resistant, Antimicrobial with 10 year warranty
- ☐ Roof Access Ladder – Aluminum or anti corrosive material
- ☐ Roof Walk - Minimum 24" x 120" diamond plate aluminum or equivalent
- ☐ Rear Step – Minimum width of rear doors. Must be no more than 18 inches from ground. Folding step preferred for improved clearance

Heating/AC:

Checkbox if alternate is used in place of specification – explain details of alternate

- ☐ Unit sized to maintain 70 degrees interior heat at -20 degree Farenheit.
- ☐ Unit sized to maintain 75 degrees interior cooling at 105 degrees Farenheit.
- ☐ Unit can be served by built in generator or power inverter.
- ☐ If Inverter, Vehicle must be designed to be able to idle for 12 hours while fully operational in all weather extremes.

Electrical:

Checkbox if alternate is used in place of specification – explain details of alternate

- ☐ Electrical Package Platform – Minimum 100 amp service
 - ☐ Generator that produces minimum 4 Kw output.
 - ☐ Inverter to have capacity to run all electrical to include exterior outlets and heating and cooling.
 - ☐ If Generator – must match truck fuel system and be fueled from truck fuel system.
 - ☐ IF Generator – must be built in or enclosed in van or box. Must slide out for operation and/or maintenance.
- Generator or Inverter maximum 60 decibel interior sound in Van or Box. Should meet National Park Service sound level requirements 60 dB(A) @ 50 ft. for National Park use.
- 110 Outlets – Minimum 6 interior, Minimum 2 exterior
- USB – Minimum 1 interior USB
- ☐ Vendor to install owner supplied radio and antenna in vehicle.
- Interior Lighting –
- ☐ Minimum of 3 capable of white and red.
 - ☐ Operational from both vehicle electrical system and Generator/Inverter.
 - ☐ Capable of being turned on/off independent of other inside lights.
- Exterior Lighting –
- ☐ Minimum of 3, One on each side, one at rear of van/box. 100 watt or equivalent.
 - ☐ Capable of being turned on/off independent of other outside lights.
 - ☐ Operational from vehicle electrical system and Generator/Inverter.
- Cable/Wiring
- ☐ Minimum 2-gauge copper strand batter cable shall be used for 12vdc main supply lines.
 - ☐ All cable runs shall be full length. No splices.
 - ☐ All cable shall be enclosed in polyethylene or equivalent tubing.
 - ☐ All cable ends shall be staked and soldered.
 - ☐ All added electrical circuits shall be protected from over-current by resettable circuit breakers. Circuit breakers will be clearly labeled.
 - ☐ All wiring shall be AWG 8, 10, 12, 14, and 18 and must conform to MIL-W-16878F.
 - ☐ All wiring shall be enclosed in polyethylene or equivalent tubing as required.
 - ☐ Wiring and tubing passing through metal, bulkheads or supports shall be protected with plastic grommets.

- ☐ Cabling and wiring will be installed to avoid heat damage from exhaust system or generator.
- ☐ Cable and wiring will be shielded if necessary so as to not create interference with radio reception.
- ☐ Vendor shall provide owner a schematic diagram of all cabling and wiring in vehicle.

Seating:

Checkbox if alternate is used in place of specification – explain details of alternate

- ☐ Vehicle – Driver and Passenger. Prefer passenger seat capable of being swiveled to interior of van/box but not necessary. Passenger seat must be designed to not impede exit from side door.
- ☐ Van/Box – Minimum seating for 10 people. Base cabinet seating with storage underneath. Minimum storage capacity of 80 cubic foot. Seat storage shall be constructed of metal or equivalent strength material. Seats and seat backs shall be heavy duty vinyl and high density foam padding.

Equipment:

Checkbox if alternate is used in place of specification – explain details of alternate

- ☐ Cabinets – To be designed with input from purchaser. Minimum storage capacity of 80 cubic foot.
- ☐ Equipment Retention System – Minimum 40 foot of E or B Trak System with brackets or equivalent.
- ☐ Work stations/Table – Built in or set up. 24" x 60"

THE CITY OF GRAND ISLAND RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS.



LDV, Inc.
180 Industrial Drive
Burlington, WI 53105
800.558.5986
Fax 262.763.0156
www.ldvusa.com

**PRELIMINARY
SPECIFICATIONS FOR:**

**GRAND ISLAND P.D. (NE)
RAPID RESPONSE VEHICLE**

LDV MODEL # MCC26

May 12, 2014



LDV, Inc.
180 Industrial Drive
Burlington, WI 53105
800.558.5986
Fax 262.763.0156
www.ldvusa.com

PRICING PAGE:

Total commercial price as specified, FOB Burlington, WI USA

\$ 66,139.00

Commercial discounted price as specified

\$ 59,525.00

Delivery to Grand Island Nebraska. Add:

\$ 1,990.00

Delivery terms: On or before September 1, 2014

Payment Terms: Net 30

Quote is firm for 60 days from specification date

Quoted price does not include any applicable FET, federal, state or local tax unless specified



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Item	Qty	
1.00		CHASSIS:
1.01	1	2003 Ford E450 Super Duty Commercial Cutaway Van, 176"WB, DRW, rear wheel drive, 14,050 GVWR with spring rear suspension. <ul style="list-style-type: none">• 6.8L Gas V10• Transmission: Electronic 4 - speed auto trans• 4.56 rear axle ratio• Power brakes• Power steering• Tires - LT225/75RX16E All-season• 16" steel wheels• Engine block heater• Charcoal painted front bumper• Mirrors - Stainless Velvac• One (1) high back seat for driver• One (1) jump seat for passenger (removable)• Air conditioning• Stereo - AM/FM• Medium flint cloth interior• Passenger air bag delete• Vinyl floor covering - front• Manual locks & windows• Color - Oxford white clear coat• DOT triangle reflector kit with three (3) triangles.
		Brand New:
1.02		Replace all six (6) tires with new tires.
2.00		BODY:
2.01	1	<ul style="list-style-type: none">• Unfinished interior height 84" and exterior width of 96"• Ceiling length 17' with a load space floor length of 15' 11"• Single 42" wide rear door with Hansen hardware 42" wide X 77" high. Interior and exterior handles.• 30" wide sliding passenger door with sliding upper and fixed lower window• Two (2) door entry handles. One (1) by side entry door and one (1) by rear door.• Back up alarm - Ecco SA901electric 82db to 107db automatic sensor adjustor
3.00		PAINT
3.01		Body base color shall be white.
4.00		DRIVER/PASSENGER CAB AREA:
		Brand New:
4.01	1	Zone Defense color back up camera system with 7" LCD monitor with daynight camera.
4.02		<ul style="list-style-type: none">• Vehicle height sign on dash.• Vehicle shall have a Final Stage Vehicle Certification and Altered Vehicle Certification as required by Federal Motor Vehicle Safety Standards (FMVSS) 49 CFR Part 567.5 and 567.7• Payload sticker in cab area with vehicle axle load ratings and available axle payload as built.



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Item	Qty	
5.00		WALLS, CEILING AND FLOOR:
5.01		<ul style="list-style-type: none"> • Walls are insulated with a minimum 2 1/2" of sound attenuation # M40 fiberglass, and install 3/4" and 1/2" plywood furring strips (preferred space for insulation and outlet depth). • 3/4" plywood sub-wall covering. Includes trim for rear door. • Cover side walls, rear wall, cab divider and rear door in carpet (color - Solar Eclipse). • Insulate ceiling with paperbacked fiberglass and install 1/2" CDX grade plywood furring strips. • Install 1/2" UL grade plywood sub-ceiling. • Cover ceiling in carpet (color - Saturn Grey). • Lonseal Loncoin II Flecks 150 Onyx non-skid commercial grade PVC flooring. • Aluminum floor trim in all areas of entry.
6.00		SEATING:
		Brand New:
6.01		Fabricate and install fixed bench seating with aluminum base and removable cushions as shown on drawing. Bench seat cushions shall be covered in heavy-duty vinyl. Inside of seat base to be storage where possible.
6.02		BENCH SEAT REQUIREMENTS: <ul style="list-style-type: none"> • Foam for seat backs and bottoms shall be firm density • All bench seating material must meet Federal Motor Vehicle Safety Standards part 571.302 Flammability of Interior Materials. • Material corners shall be squared or angled to fit precise cut of foam. • Foam shall be bonded to plywood backer with industrial grade adhesive. • Stapling of fabric/vinyl to backer with industrial grade upholstery staples.
7.00		CABINETS:
		Brand New: (unless noted otherwise)
7.01		Custom fabricated aluminum cabinets located as shown on drawing. Cabinet specifications: <ul style="list-style-type: none"> • Base cabinets constructed of 0.080" powder coated aluminum with anodized aluminum frames. • Base cabinet doors are double shell, formed from a single sheet of 0.080" aluminum, with a 0.040" aluminum door back attached. • Overhead cabinets constructed of 0.064" powder coated aluminum with anodized aluminum frames. • Overhead cabinets doors are double shell, formed from a single sheet of 0.064" aluminum, with a 0.040" aluminum door back attached. • Overhead cabinets doors swing up on a full-length aluminum hinge, and are held open with a locking door stay. • Overhead cabinets to have one adjustable shelf per door (24" high and taller cabinets only) - locked in place to your selected height. Shelves are formed from a single sheet of 0.064" mill finish aluminum, with 1 1/8" hemmed edges.
7.02		Triple pedestal removable custom laminate table 5ft long.
7.03	4	Custom fabricated aluminum framed dry erase marker board with pin strip.
7.04	1	Storage system for customer supplied equipment. System to consist of the following: <ul style="list-style-type: none"> • E-track mounted to wall or bulkhead, 40ft total, 3 rows per storage area • Nine ratcheting straps for E-track, one per row



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Item	Qty	
8.00		HVAC SYSTEM:
8.01	1	<p>Model # 935 evaporator cooling and heating climate system to have the following specifications:</p> <ul style="list-style-type: none"> • Mounted on ceiling or at floor level and runs off engine • Delivers 32,000 BTU of cooling power @ 650 cubic feet of air flow per minute • Delivers 23,000 BTU of heating power @ 650 cubic feet of air flow per minute • Mounted faceplate with 4 adjustable louvers • Blower assembly is a three speed magnet motor cased in steel • Dimensions 18 3/4" L x 13 1/4" W x 9 1/4" H
		Brand New:
8.02	1	<p>Coleman Polar Mach 9200 series low profile air conditioner. Includes:</p> <ul style="list-style-type: none"> • 9223-C876 13,500 nominal BTU air conditioner with condensate pump. • 9330-B715 Ceiling Assembly with 5,600 BTU heat strip
9.00		120/240VAC ELECTRICAL SYSTEM:
		Brand New:
9.01	1	<p>Onan Commercial QG 5500 5.5kW 120 volt AC generator HGJAE (or current model) mounted in custom fabricated all aluminum compartment. Product features:</p> <ul style="list-style-type: none"> • Sound rating at 10 ft (3 m) full load: 70 dB(A) • Cummins Onan OHV engine • Overspeed/underspeed protection • Fuel consumption is as follows: 50% load = 0.73 GPH, full load = 1.22 GPH
		<p>Compartment shall be constructed to the following specifications:</p> <ul style="list-style-type: none"> • Compartment shall be constructed from 0.187" aluminum with all welded seams. • Compartment shall have 0.125" aluminum doors and 0.125" aluminum frames. • Door frames shall be riveted to the body and welded to the compartments. • Doors shall have stainless steel hinges attached to the doors and door frames with stainless machine screws. • Doors shall have slam latches and flush mounted handles. • Doors shall be held open in a 90° position with gas charged lift/support cylinders. • Doors shall be sealed with industrial grade neoprene gasket. • Compartment shall have internal lighting when door is open. • Generator will be on heavy duty slides.
	⇒	Note: Length of auxiliary pickup tubes (generator) shall prevent these devices from using more than 75% of vehicle's fuel tank capacity.
		Brand New:
9.02	1	<p>Hardwired Transient Voltage Surge Suppressor (TVSS) protection for entire AC power system, # 17120001 (or current model). Product features:</p> <ul style="list-style-type: none"> • Tested to 25,000 Amps Fault Current per NEC Article 285 • UL US listed: UL1449 2nd Edition • NEMA 4 plastic enclosure: 6.28"(H) x 4.18"(W) x 3.33"(D) • 2 Green LED indicators, one for each line • Red LED indicator for reduced or lost protection
		Brand New:
9.03	1	60A-120/240Vac control panel with six (6) AC Breakers with 60A Gen/Shore Selector & meter (15140129)
9.04	1	15A-125Vac shore power inlet.
		Brand New:
9.05	1	HUBBELL USB Charger Receptacle Tamper-Resistant Duplex - 125Vac Duplex Outlet, Two USB ports 3 Amp, 5VDC, Type A, 2.0 (15080152)



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Item	Qty	
9.06	5	Specification grade 20A-125Vac duplex receptacle. Receptacle is not dedicated to any installed equipment.
9.07	2	Specification grade 20A-125Vac exterior GFCI duplex receptacle with weatherproof PVC cover. GFCI receptacles will be wired in pairs to 20A circuit breakers located in the 120Vac electrical load distribution center.
9.08	1	Xantrax Portawattz 700W inverter. Inverter to power 125Vac duplex receptacle located at storage cabinet.
10.00		12VDC ELECTRICAL SYSTEM:
10.01	1	60 amp electronic converter/charger.
		Brand New:
10.02	2	6V Deep Cycle Glass Mat Batteries mounted in the interior.
10.03	1	Battery Combiner to charge auxiliary batteries as needed while chassis is running.
10.04	1	12Vdc control panel with seven (7) UL listed magnetic/hydraulic circuit breakers with red LED indicators with 12Vdc digital voltmeter.
		Brand New:
10.05	3	<i>Thin-Lite</i> model 616 18" red 12Vdc fluorescent light fixtures located as shown on drawing.
10.06	6	48" 12Vdc fluorescent lights located as shown on drawing.
	⇒	Note: Red/White lights to be on separate switch/circuit than other overhead lighting.
		Brand New:
10.07	3	<i>Whelen</i> 810 Series white quartz halogen scene light with 8-32° optics, model number 810CA0ZR (or current model).
		Locations:
		• One (1) street side
		• One (1) curb side
		• One (1) rear
11.00		RADIOS:
		Brand New:
11.01	1	Install customer supplied communications radio in cab of vehicle. Installation includes:
		• NMO-style base on the roof or antenna raceway, as applicable.
		• LMR195 antenna cable routed to radio transceiver location in <i>Carlton</i> Carflex ENT conduit.
		• 12Vdc power routed to radio transceiver location.
12.00		ROOF ACCESS:
		Brand New:
12.01	1	15" wide roof access ladder mounted on rear. Ladder features:
		• All welded construction for maximum strength
		• 1" diameter X 0.083" brush finished tubular aluminum rails
		• Aluminum grip-strut rungs
12.02	1	Diamond plate catwalk on roof 2ft wide from front to rear of truck roof.
13.00		MISCELLANEOUS ITEMS:
		Brand New:
13.01	1	5 pound dry chemical fire extinguishers.
13.02	1	<i>First Alert</i> 9-volt combination Carbon Monoxide and Smoke alarms.



LDV, Inc.
180 Industrial Drive
Burlington, WI 53105
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www.ldvusa.com

Item	Qty	
14.00		MANUALS:
14.01	1	Complete manual set, including the following: <ul style="list-style-type: none">• As-built specifications with interior and exterior drawings as used for production of the vehicle.• Chassis and body owner's manuals.• Warranty and Return Authorization procedures.• All individual component manuals and warranty registration cards as provided by component manufacturers. Customer is responsible for completing warranty cards and mailing them to manufacturers.

2003 Multiuse Vehicle

The vehicle LDV is proposing for this RFP for a Multiuse Vehicle is a 2003 Ford E450 with a 16' body with approximately 22,000 miles, which was used by Striking Solutions (450 Satellite Blvd NE STE H, Suwanee GA 30024-7135) as a promotional vehicle to display their merchandise. This vehicle will be modified as necessary to comply with the RFP specifications wherever possible; when it is not possible, alternates will be provided and explained.

Here are a few pictures of the vehicle, which is currently located at LDV's headquarters in Burlington, Wisconsin:



www.LDVUSA.com



www.LDVUSA.com

Dean Elliott

From: Dean Elliott
Sent: Friday, April 18, 2014 1:32 PM
To: cityclerk@grand-island.com
Subject: FW: TRT Specs.

Here is the list of companies I will send individual emails to. I have either communicated with people or representatives at these companies.

Capt. Elliott

From: Dean Elliott
Sent: Friday, April 18, 2014 1:27 PM
To: Dean Elliott
Subject: FW: TRT Specs.

Jerry Phillips

Senior Sales Specialist / Design Consultant - "28 Years"
Technicians & Investigators

Member: International Association of Bomb



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jphillips@ldvusa.com

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<http://www.farberspecialty.com/swat/index.php#.U0gRTsUo670>

Nate Seely

Conversion Specialist



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Fax: 973-328-2639

www.odysseyauto.com

<http://www.odysseyauto.com/vehicles/stepvans/newhavenpd-2.html>

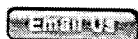
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Specialty Vehicles Sales

1-877-566-3556

Fax: 1-817-641-9982



Lanny Reed

877-566-3556 x205

lanny.reed@supremesv.com

Dustin Cash

877-566-3556 x221

dustin.cash@supremesv.com



<http://www.supremesv.com/swat-rdv-overview.php>



101 S Swing Rd, Greensboro, NC 27409

Nicole Carter

Matthews Specialty Vehicles, Inc.
Sales & Marketing Coordinator
Office (877) 905-4678 ext. 214
<http://www.msvehicles.com/vehicle-type/hostage-negotiation>

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Fax: 480.464.5999

Hours:
Monday - Friday
8:00-4:00

Address:

Quality Vans
1865 S. Indian Bend Rd.
Tempe
AZ
85281
United States

<http://www.qualityvans.com/specialty-vehicles-showcase/details/75/40/public-safety-vehicles/swat/swat--step-van>

Capt. Elliott

From: Steve Lamken
Sent: Friday, April 11, 2014 9:28 AM
To: Dean Elliott
Subject: RE: TRT Specs.

RESOLUTION 2014-129

WHEREAS, The Police Department's current multiuse vehicle used by Tactical Response Team, Hostage Negotiators, and Crime Scene and Command is no longer reliable for emergency service; and

WHEREAS, the Police Department prepared and submitted an request for proposal for a new or used multiuse vehicle; and

WHEREAS, the request for proposal was mailed to seven vendors and advertised in the local newspaper, and

WHEREAS, Lynch Diversified Vehicles, LDV, of Burlington, Wisconsin submitted a proposal for a 2003 Ford E450 vehicle for \$59,525.00 that meets the specifications of the request for proposal.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, move to approve the purchase of a 2003 Ford E450 cab with chassis box truck with walk through design equipped as specified in the request for proposal from Lynch Diversified Vehicles of Burlington, Wisconsin for \$59,525.00

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 27, 2014.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	▣ _____
May 23, 2014	▣ City Attorney



City of Grand Island

Tuesday, May 27, 2014

Council Session

Item G-21

#2014-130 - Approving Designated Depositories and City Treasurer Authorizations

Staff Contact: Jaye Monter, Finance Director

Council Agenda Memo

From: Jaye Monter, Finance Director

Meeting: May 27, 2014

Subject: Approving Designated Depositories and City Treasurer Authorizations

Item #s: G-21

Presenter(s): Jaye Monter, Finance Director

Background

The last update of this document occurred in December 2010. It is now necessary to update the comprehensive list of depositories to reflect one name change that has occurred and add one additional bank to the approved list.

Discussion

The document updates the name change of Platte Valley State Bank to First National Bank and adds Bank of the West. The list as included in the Resolution is comprehensive. The change is included in paragraph number 1 of the resolution; there were no changes to any of the remaining paragraphs.

Alternatives

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

1. Approve the Resolution as presented.
2. Postpone the issue to a future meeting.
3. Take no action.

Recommendation

City Administration recommends that the Council approve the changes to the depository institutions.

Sample Motion

Move to approve the designated depositories.

R E S O L U T I O N 2014-130

WHEREAS, in Section 16-712, R.R.S. 1943, the city treasurer shall deposit, and at all times keep on deposit, for safekeeping, in banks or capital stock financial institutions of approved and responsible standing all money collected, received or held by him/her as city treasurer; and

WHEREAS, in Section 16-713, R.R.S. 1943, the city treasurer may purchase certificates of deposit from and make time deposits in banks or capital stock financial institutions selected as depositories of city funds; and

WHEREAS, in Section 16-714, R.R.S. 1943, for the security of the fund so deposited, the city treasurer shall require each depository to give bond for the safekeeping and payment of such deposits and the accretions thereof, which bond shall run to the city and be approved by the mayor.

WHEREAS, in Section 16-715, R.R.S. 1943, In lieu of the bond required by section 16-714, any bank, capital stock financial institution, or qualifying mutual financial institution making application to become a depository may give security as provided in the Public Funds Deposit Security Act to the city clerk.

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

1. Wells Fargo Bank Nebraska, N.A.; Great Western Bank; USbank, Union Bank and Trust Co.; Nebraska Public Agency Investment Trust (NPAIT); Smith Hayes Financial Services Corporation; ICMA Retirement Corp.; A.G. Edwards & Sons, Inc.; Ameritas Investment Corp.; Home Federal/Grand Island; The Equitable Building and Loan Association; First National Bank of Omaha; Five Points; Bank of New York Mellon; Cornerstone Bank; Exchange Bank; and Bank of the West be and hereby are, designated and approved as depositories for all money collected, received or held by the City of Grand Island, Nebraska.
2. The Finance Director or his/her designee, in his/her official capacity of the office, is directed and authorized to deposit such funds in said banks and capital stock financial institutions.
3. This authorization shall include the deposits of public funds in the hands of the Finance Director or his/her designee belonging to the City of Grand Island, Nebraska; the Tri-City Task Force; and the Grand Island Community Redevelopment Authority (CRA).
4. The Finance Director or his/her designee is hereby authorized to purchase certificates of deposit, treasury notes, treasury bills, treasury bond

Approved as to Form	☐
May 23, 2014	☐ City Attorney

and or strips from the above named banks and capital stock financial institutions selected as depositories.

5. The Finance Director or his/her designee is hereby authorized by the mayor to require the depositories designated by this resolution to give security for the safekeeping and payment of City deposits and the accretion thereof, such security to be in the form and amounts as required by Nebraska statute and the Public Funds Deposit Security Act.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 27, 2014.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, May 27, 2014

Council Session

Item G-22

**#2014-131 - Approving Bid Award - Vinyl Sea Wall Construction
at Sucks Lake**

Staff Contact: Todd McCoy, Parks & Recreation Director

Council Agenda Memo

From: Todd McCoy, Parks and Recreation Director

Meeting: May 27, 2014

Subject: Bid Award for Vinyl Seawall Construction at Sucks Lake

Item #'s: G-22

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

Background

Sucks Lake is a popular city park with trail access, picnic areas, playgrounds, and an urban lake. Citizens enjoy accessing the lake for viewing waterfowl and fishing. The lake is kept stocked with fish by the Nebraska Game and Parks Commission.

The north shore of Sucks Lake has become eroded in recent years. Erosion creates accessibility issues and if left unchecked will become worse.



Discussion

The Parks and Recreation Department is recommending adding a vinyl seawall to the north shore of Sucks Lake similar to the wall currently in place on the west end of the lake. These types of walls provide excellent shoreline access for fishing and enhance the overall aesthetics of the lake.



Five bids were received for materials and installation of a vinyl seawall on the north side of Sucks Lake.

Inland Marine Construction, Nebraska City, NE	\$80,850.00
Greenworks Landscaping & Design, Grand Island, NE	\$107,001.30
Platte River Designs, Columbus, NE	\$107,677.50
Diamond Engineering Co., Grand Island, NE	\$137,000.00
General Excavating, Lincoln, NE	\$160,230.00

Staff recommends Inland Marine Construction of Nebraska City to install the vinyl seawall. Inland Marine has good experience in the installation of vinyl seawall projects. The project will be funded by the Parks Misc. Capital Account 40044450-90027.

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 award the bid for the installation of the Vinyl Seawall at Sucks Lake to Inland Marine Construction of Nebraska City, Nebraska.

Sample Motion

Move to approve the installation of the Vinyl Seawall at Sucks Lake to Inland Marine Construction for a total of \$80,850.00.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: May 6, 2014 at 2:00 p.m.
FOR: Vinyl Sea Wall Construction at Sucks Lake
DEPARTMENT: Parks & Recreation
ESTIMATE: \$125,000.00
FUND/ACCOUNT: 40044450-90027
PUBLICATION DATE: April 22, 2014
NO. POTENTIAL BIDDERS: 6

SUMMARY

Bidder:	<u>General Excavating</u> Lincoln, NE	<u>Inland Marine Construction</u> Nebraska City, NE
Bid Security:	Universal Surety Co.	Cashier's Check
Exceptions:	Noted	None
Bid Price:		
Price Per Linear Ft.:	\$218.00	\$110.00
Total Price:	\$160,230.00	\$80,850.00
Bidder:	<u>Diamond Engineering Co.</u> Grand Island, NE	<u>Greenworks Landscaping & Design</u> Grand Island, NE
Bid Security:	Universal Surety Co.	Cashier's Check
Exceptions:	Noted	None
Bid Price:		
Price Per Linear Ft.:	\$186.39	\$145.58
Total Price:	\$137,000.00	\$107,001.30

Bidder: Platte River Designs
Bid Security: Columbus, NE
Exceptions: Cashier's Check
Noted

Bid Price:
Price Per Linear Ft.: \$146.50
Total Price: \$107,677.50

cc: Todd McCoy, Parks & Rec. Director
Mary Lou Brown, City Administrator
Stacy Nonhoff, Purchasing Agent

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

P1733

CONTRACT AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, by and between Inland Marine Construction hereinafter called the Contractor, and the City of Grand Island, Nebraska, hereinafter called the City.

WITNESSETH:

THAT, WHEREAS, in accordance with law, the City has caused contract documents to be prepared and an advertisement calling for bids to be published, for and in consideration with the **VINYL SEA WALL CONSTRUCTION AT SUCKS LAKE**; and

WHEREAS, the City, in the manner prescribed by law, has publicly opened, examined, and canvassed the bids submitted, and has determined the aforesaid Contractor to be the lowest responsive and responsible bidder, and has duly awarded to the said Contractor a contract therefore, for the sum or sums named in the Contractor's bid, a copy thereof being attached to and made a part of this contract;

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

ARTICLE I. That the Contractor shall (a) furnish all tools, equipment, superintendence, transportation, and other construction materials, services and facilities; (b) furnish, as agent for the City, all materials, supplies and equipment specified and required to be incorporated in and form a permanent part of the completed work; (c) provide and perform all necessary labor; and (d) in a good substantial and workmanlike manner and in accordance with the requirements, stipulations, provisions, and conditions of the contract documents as listed in the attached General Specifications, scope of work, and specific plans said documents forming the contract and being as fully a part thereof as if repeated verbatim herein, perform, execute, construct and complete all work included in and covered by the City's official award of this contract to the said Contractor, such award being based on the acceptance by the City of the Contractor's bid;

ARTICLE II. That the City shall pay to the contractor for the performance of the work embraced in this contract and the contractor will accept as full compensation therefore the sum (subject to adjustment as provided by the contract) of Eighty thousand eight hundred fifty Dollars \$ 80,850.00 for all services, materials, and work covered by and included in the contract award and designated in the foregoing Article I; payments thereof to be made in cash or its equivalent in the manner provided in the General Specifications.

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

ARTICLE IV. That the contractor shall start work as soon as possible after the contract is signed and the required insurance and bonds are approved, and that the Contractor shall complete the work by June 30, 2014, unless circumstances prohibit working conditions for the Vinyl Sea Wall Construction at Sucks Lake. It is understood and agreed that time is the essence of the contract.

CONTRACT AGREEMENT (Continued)

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

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

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

Contractor _____

By _____ Date _____

Title _____

CITY OF GRAND ISLAND, NEBRASKA,

By _____ Date _____
Mayor

Attest: _____
City Clerk

The contract, bonds and insurance are in due form according to law and are hereby approved.

Attorney for the City

Date

RESOLUTION 2014-131

WHEREAS, the City of Grand Island invited sealed bids for Vinyl Sea Wall Construction at Sucks Lake, according to plans and specifications on file with the Parks and Recreation Department; and

WHEREAS, on May 6, 2014, five (5) bids were received, opened and reviewed; and

WHEREAS, Inland Marine Construction from Nebraska City, NE submitted a bid 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 \$80,850.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Inland Marine Construction from Nebraska City, NE, in the amount of \$80,850.00 for Vinyl Sea Wall Construction at Sucks Lake is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 27, 2014.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	▣ _____
May 23, 2014	▣ City Attorney



City of Grand Island

Tuesday, May 27, 2014

Council Session

Item H-1

Consideration of Approving Request from Hooker Bros. Sand & Gravel, Inc. for a Conditional Use Permit for a Sand and Gravel Operation located at 3860 South Locust Street

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

Staff Contact: Craig Lewis



City of Grand Island

Tuesday, May 27, 2014

Council Session

Item I-1

#2014-132 - Consideration of Approving Professional Services for Library Bioinfiltration Garden Greener Nebraska Towns Grant

Staff Contact: Jaye Monter, Finance Director

Council Agenda Memo

From: Community Development Division

Meeting: May 27, 2014

Subject: Approving Professional Services Grand Island Public Library Bioinfiltration Garden Greener Nebraska Towns Grant

Item #'s: I-1

Presenter(s): Steve Fosselman, Library Director
Jaye Monter, Finance Director

Background

In March of 2011, the City of Grand Island was one of eight Nebraska communities that received a \$55,000 Greener Nebraska Towns Program grant. This grant consists of \$25,000 for a Water Wise project and \$30,000 for Tree Plantings. This grant has assisted in Grand Island's vision to create short and long-range greenscape goals and a green community education plan. The dollar for dollar required match required for this grant will consist of in kind services from staff and approved use of funds from the Library Board's Edith Abbott Memorial Library Projects account in the special revenue 295 fund, and from the Stormwater Grant account in the Special Revenue 251 Fund.

Due to relinquished grant funds from one or more of the other seven Nebraska communities, Greener Nebraska Towns notified the City in March of this year the portion of the grant amount associated with the Water Wise project for the City Of Grand Island would increase from \$25,000 to \$48,000.

City staff identified the Grand Island Public Library as an ideal site to design and construct a bioinfiltration garden for the water wise portion of the grant as a continuation of the library's Building Program Document guiding the 2007 building expansion and renovation regarding sustainability.

The 2007 library building expansion resulted in the closing of Washington Street between 2nd and 3rd streets specifically related to safety between the library and the designated parking lot. The construction of the educational green community biofiltration garden will subsequently remove eight parking spaces, leaving the number of parking spaces still significantly higher than required for in City Code.

In January of 2013, Council approved resolution 2013-18, authorizing Kinghorn Gardens, a landscape and design firm out of Omaha, Nebraska, as contractor for design services for the bioinfiltration project.

Discussion

With the design services complete, the City through the bid process received one bid from Vlcek Gardens for \$42,885.19. Vlcek Gardens is a reputable firm with staff experienced with landscape projects similar to the proposed bioinfiltration garden at the Grand Island Public Library.

The project has been scheduled to commence after the conclusion of the library's Summer Reading Program to avoid any construction conflicts with patrons. During the Summer Reading Program, children and parents will learn about this waterwise project and will be invited to the community planting day in September.

The City Staff recommends the contract be awarded to Vlcek Gardens for the amount of \$42,885.19 for construction of the City Of Grand Island's first Bioinfiltration Garden at the Grand Island Public Library.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the contract for construction services of the Grand Island Public Library Biofiltration to Vlcek Gardens for \$42,885.19.

Sample Motion

Move to approve contract to Vlcek Gardens for \$42,885.19 for construction services of the Grand Island Public Library Biofiltration Garden.



Stacy Nonhof, Purchasing Agent

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Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: March 25, 2014 at 2:15 p.m.
FOR: Public Library Stormwater Garden Project
DEPARTMENT: Community Development Division
ESTIMATE: \$30,000.00
FUND/ACCOUNT: 25111601-25108
PUBLICATION DATE: March 10, 2014
NO. POTENTIAL BIDDERS: 1

SUMMARY

Bidder: Vlcek Gardens, Inc.
Chapman, NE
Bid Security: Cashier's Check
Exceptions: Noted

Bid Price: \$54,399.02
Alternate: \$56,159.02

cc: Cindi McDowell, Community Development Admin.
Mary Lou Brown, City Administrator

Jaye Monter, Finance Director
Stacy Nonhof, Purchasing Agent

P1723

PARKING AREA CONTRIBUTING WATERSHED:

SURFACE AREA: 14,912 S.F.

RAINFALL VOLUMES: $\frac{1}{2}$ " RAIN = 597 C.F.
1" RAIN = 1193 C.F.*

* TARGET BASIN VOLUME CAPTURE.



BIOINFILTRATION BASIN CONCEPTUAL DESIGN PLAN

1" = 10'-0"
31 JANUARY 2013



Kinghorn & Gardens
P.O. Box 457777 • www.kinghorn-gardens.com

CONTRACT AGREEMENT

THIS AGREEMENT made and entered into this 27th day of May, 2014, by and between Vlcek Gardens, hereinafter called the Contractor, and the City of Grand Island, Nebraska, hereinafter called the City.

WITNESSETH:

THAT, WHEREAS, in accordance with law, the City has caused contract documents to be prepared and an advertisement calling for bids to be published, for construction of **Public Library Stormwater Garden Project**; and

WHEREAS, the City, in the manner prescribed by law, has publicly opened, examined, and canvassed the proposals submitted, and has determined the aforesaid Contractor to be the lowest responsive bidder, and has duly awarded to the said Contractor a contract therefore, for the sum or sums named in the Contractor's bid, a copy thereof being attached to and made a part of this contract;

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

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

ARTICLE II. That the City shall pay to the contractor for the performance of the work embraced in this contract and the contractor will accept as full compensation therefore the sum (subject to adjustment as provided by the contract) of forty two thousand eight hundred, eighty five dollars and nineteen cents (\$42,885.19)

for all services, materials, and work covered by and included in the contract award and designated in the foregoing Article I; payments thereof to be made in cash or its equivalent in the manner provided in the General Specifications.

ARTICLE III. The contractor hereby agrees to act as agent for the City in purchasing materials and supplies for the City for this project. The City shall be obligated to the vendor of the materials and supplies for the purchase price, but the contractor shall handle all payments hereunder on behalf of the City. The vendor shall make demand or claim for payment of the purchase price from the City by submitting an invoice to the contractor. Title to all materials and supplies purchased hereunder shall vest in the City directly from the vendor. Regardless

Public Library Stormwater Garden Project

of the method of payment, title shall vest immediately in the City. The contractor shall not acquire title to any materials and supplies incorporated into the project. All invoices shall bear the contractor's name as agent for the City. This paragraph will apply only to these materials and supplies actually incorporated into and becoming a part of the finished product of **Public Library Stormwater Garden Project**.

ARTICLE IV. That the contractor shall start work as soon as possible after the contract is signed and the required bond is approved. Work shall be completed no later than **September 20th, 2014**.

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

ARTICLE VI. The Contractor agrees to comply with all applicable State fair labor standards in the execution of this contract as required by Section 73-102, R.R.S. 1943. The Contractor further agrees to comply with the provisions of Section 48-657, R.R.S. 1943, pertaining to contributions to the Unemployment Compensation Fund of the State of Nebraska.

ARTICLE VII. During the performance of this contract, the Contractor and all subcontractors agree not to discriminate in hiring or any other employment practice on the basis of race, color, religion, sex, national origin, age or disability and to comply at all times with all applicable state and federal civil rights acts and executive orders of the President of the United States.

ARTICLE VIII. Every public contractor and their subcontractors who are awarded a contract by the City for the physical performance of services within the State of Nebraska shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

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

ARTICLE X. The City reserves the right to terminate this contract at any time upon sixty 60 days notice. If the contract is terminated, the contractor will be compensated for any services rendered to date of termination.

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

*Public Library Stormwater Garden Project
Contract Agreement 3/4*

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

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

By _____ Date _____

Title _____

CITY OF GRAND ISLAND, NEBRASKA,

By _____ Date _____
Mayor

Attest: _____
City Clerk

The contract and bond are in due form according to law and are hereby approved.

_____ Date _____
Attorney for the City

*Public Library Stormwater Garden Project
Contract Agreement 4/4*

APPENDIX A – TITLE VI NON-DISCRIMINATION -

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

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

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

RESOLUTION 2014-132

WHEREAS, the City of Grand Island, Nebraska, in March 2011 received a \$55,000 grant from the Greener Nebraska Towns Grant Program through the Nebraska Statewide Arboretum Division consisting of \$25,000 for a Water Wise project and \$30,000 for Tree Planting; and

WHEREAS, the City Of Grand Island was notified in March of 2014 that additional grant funds would be added to the Water Wise portion of the grant making a total of \$48,000 for the Water Wise project portion; and

WHEREAS, the City, in January of 2013 approved resolution 2013-18 authorizing Kinghorn Gardens, a landscape and design firm from Omaha, NE as contractor for the design services for the bioinfiltration project at the Grand Island Public Library; and

WHEREAS, Vlcek Gardens submitted a contract for landscape and bioinfiltration garden construction in the amount of \$42,885.19 for the Grand Island Public Library Bioinfiltration Garden; 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 Vlcek Gardens in the amount of \$42,885.19 for construction services 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, May 27, 2014.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
May 23, 2014	☐ City Attorney



City of Grand Island

Tuesday, May 27, 2014

Council Session

Item I-2

#2014-133 - Consideration of Approving FTE Amendment for the Finance Department

Staff Contact: Jaye Monter, Finance Director

Council Agenda Memo

From: Jaye Monter, Finance Director

Meeting: May 27, 2014

Subject: Approving Amendment to Finance Personnel FTE Budget Allocation

Item #'s: I-2

Presenter(s): Jaye Monter, Finance Director

Background

During my fourteen year tenure in the Finance Department, I have played an instrumental role in the evaluation of work flow and the evolution of processes in the Finance Department. The total number of employees in the Finance Department has been reduced over time during my tenure due to leveraging technology to optimize effort and producing desired outcomes as efficiently as possible. Additionally, to maximize efficiencies and balance workloads, we have continually focused on shifting work to employees with the appropriate knowledge and skill set.

In conjunction with an upcoming retirement and implementation of the City of Grand Island's new utility billing and customer information system followed by the implementation of the utilities department management software system, the Finance Department is requesting a change in FTEs which will result in the elimination of the Utilities Service Manager position and the addition of a Finance Department Operations Supervisor to better serve both our internal and external customers. This reorganization will provide better service at a lower cost for the Finance Department.

Discussion

The Finance Department is requesting to eliminate the non-union position Utilities Service Manager and replace the position with a non-union Finance Department Operations Supervisor. This will allow technical management and supervision of other operations within the Finance Department including accounts payable, accounts receivable, customer receipting for city and utility departments, utility work orders and cash management. Each of these daily technical operational functions performed by staff in the Finance Department service both city and utility departments.

Currently the Utilities Service Manager reports directly to the Finance Director. The new Finance Department Operations Supervisor position will report directly to the Accountant position whose full-time assignments comprise the entire accounting, budgeting and cost of service analysis functions for the electric and water funds of the City of Grand Island.

Within the reorganization of the Finance department, two Senior Accounting Clerk positions will report directly to the Accountant position in order for the Accountant to direct and shift clerical duties related to utility electric and water fund accounting to the Senior Accounting Clerks. The Accountant position will report directly to the Senior Accountant to allow the Senior Accountant to become cross trained and understand all accounting, budgeting and cost of service analysis functions for the electric and water funds. This reorganization will provide the maximum efficiencies needed in the Accountant position to apply the knowledge and skill set required for the electric and water fund accounting, budgeting and cost of service analysis.

With the implementation of the City's new utility billing and customer information system, the Finance Department Operations Supervisor will manage, oversee, and assume management responsibility for the daily operational transactions of the new utility billing and customer information software system. The Accountant position will understand the daily operational transactions in order to maintain responsibility of the general ledger accounting from the new billing system into the City's financial software system. The new utility billing and customer information system will streamline processes, and automate current manual daily operation functions as well as current manual general ledger accounting functions thereby creating future time savings in both management positions.

With the City's new utility department management software system for cost tracking of utility work order activities, our intent is for work order origination to electronically start at the utility division level and not manually in the Finance Department. The Finance Department Operations Supervisor will oversee any daily operation transactions performed within the Finance Department and the Accountant position will oversee the accounting information coming from the new utility department management system into the City's financial software system.

The proposed change will result in a reduction in overall cost of more than \$20,000 annually. The FTE adjustment will result in a net zero change to the number of FTEs in the department. The impending retirement is providing the opportune time to realign duties to maximize efficiency and effectiveness. The department will function at a more optimal level with the aforementioned changes.

Alternatives

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

1. Move to approve

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

Recommendation

City Administration recommends that the Council approve this amendment to the Finance Personnel FTE Budget Allocation.

Sample Motion

Move to approve the amendment to the Finance Personnel FTE Budget Allocation with an addition of a Finance Operations Supervisor and the elimination of the Utilities Service Manager.

RESOLUTION 2014-133

WHEREAS, the City of Grand Island and the Finance Department due to an impending retirement have an opportunity to realign duties to maximize efficiencies; and

WHEREAS, this Finance Department will eliminate the non-union position Utilities Service Manager and replace the position with a non-union Finance Department Operations Supervisor; and

WHEREAS, the FTE adjustment will result in a net zero change to the number of FTEs in the Finance Department; and

WHEREAS, an amendment to the Finance Personnel FTE Budget Allocation is necessary to allow for the elimination of the non-union position Utilities Service Manager and the addition of the non-union Finance Department Operations Supervisor.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that amending the Finance Personnel FTE Budget Allocation is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 27, 2014.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
May 23, 2014	☐ City Attorney



City of Grand Island

Tuesday, May 27, 2014

Council Session

Item I-3

**#2014-134 - Consideration of Approving Amendment to
Redevelopment Plan Area #1 for Property Located at 217 N.
Locust Street, the former Masonic Temple Building**

This item relates to the aforementioned Public Hearing item E-3.

Staff Contact: Chad Nabity

RESOLUTION 2014-134

WHEREAS, the City of Grand Island, Nebraska, a municipal corporation and city of the first class, has determined it be desirable to undertake and carry out urban redevelopment projects in areas of the City which are determined to be substandard and blighted and in need of redevelopment; and

WHEREAS, the Nebraska Community Development Law, Chapter 18, Article 21, Nebraska Reissue Revised Statutes of 2007, as amended (the "Act"), prescribes the requirements and procedures for the planning and implementation of redevelopment projects; and

WHEREAS, the City has previously declared Redevelopment Area No. 1 of the City to be substandard and blighted and in need of redevelopment pursuant to the Act; and

WHEREAS, the Community Redevelopment Authority of the City of Grand Island, Nebraska (the "Authority"), has prepared a Redevelopment Plan pursuant to Section 18-2111 of the Act, and recommended the Redevelopment Plan to the Planning Commission of the City; and

WHEREAS, the Planning Commission of the City reviewed the Redevelopment Plan pursuant to the Act and submitted its recommendations, to the City, pursuant to Section 18-2114 of the Act; and

WHEREAS, following consideration of the recommendations of the Authority to the Planning Commission, the recommendations of the Planning Commission to the City, and following the public hearing with respect to the Redevelopment Plan, the City approved the Plan; and

WHEREAS, there has been presented to the City by the Authority for approval a specific Redevelopment Project within the Redevelopment Plan and as authorized in the Redevelopment Plan, such project to be as follows: property acquisition, site preparation, planning activities utilities extensions, landscaping, and fees associated with the redevelopment project. All redevelopment activities will occur in Grand Island, Hall County, Nebraska; and

WHEREAS, the City published notices of a public hearing and mailed notices as required pursuant to Section 18-2115 of the Act and has, on the date of the Resolution held a public hearing on the proposal to amend the Redevelopment Plan to include the Redevelopment Project described above.

NOW, THEREFORE, be it resolved by the City Council of the City of Grand Island, Nebraska:

Approved as to Form	▣ _____
May 23, 2014	▣ City Attorney

1. The Redevelopment Plan of the City approved for Redevelopment Area No. 1 in the city of Grand Island, Hall County, Nebraska, including the Redevelopment Project described above, is hereby determined to be feasible and in conformity with the general plan for the development of the City of Grand Island as a whole and the Redevelopment Plan, including the Redevelopment Project identified above, is in conformity with the legislative declarations and determinations set forth in the Act; and it is hereby found and determined that (a) the redevelopment project in the plan would not be economically feasible without the use of tax-increment financing, (b) the redevelopment project would not occur in the community redevelopment area without the use of tax-increment financing, and (c) the costs and benefits of the redevelopment project, including costs and benefits to other affected political subdivisions, the economy of the community, and the demand for public and private services have been analyzed by the City and have been found to be in the long-term best interest of the community impacted by the redevelopment project. The City acknowledges receipt of notice of intent to enter into the Redevelopment Contract in accordance with Section 18-2119 of the Act and of the recommendations of the Authority and the Planning Commission with respect to the Redevelopment Contract.
2. Approval of the Redevelopment Plan is hereby ratified and reaffirmed, as amended by this Resolution, and the Authority is hereby directed to implement the Redevelopment Plan in accordance with the Act.
3. Pursuant to Section 18-2147 of the Act, ad valorem taxes levied upon real property in the Redevelopment Project included or authorized in the Plan which is described above shall be divided, for a period not to exceed 15 years after the effective date of this provision, which effective date shall be January 1, 2015 as follows:
 - a. That proportion of the ad valorem tax which is produced by levy at the rate fixed each year by or for each public body upon the Redevelopment Project Valuation (as defined in the Act) shall be paid into the funds of each such public body in the same proportion as all other taxes collected by or for the bodies; and
 - b. That proportion of the ad valorem tax on real property in the Redevelopment Project in excess of such amount, if any, shall be allocated to, is pledged to, and, when collected, paid into a special fund of the Authority to pay the principal of, the interest on, and any premiums due in connection with the bonds, loans, notes or advances of money to, or indebtedness incurred by, whether funded, refunded, assumed, or otherwise, such Authority for financing or refinancing, in whole or in part, such Redevelopment Project. When such bonds, loans, notes, advances of money, or indebtedness, including interest and premium due have been paid, the Authority shall so notify the County Assessor and County Treasurer and all ad valorem taxes upon real property in such Redevelopment Project shall be paid into the funds of the respective public bodies.
 - c. The Mayor and City Clerk are authorized and directed to execute and file with the Treasurer and Assessor of Hall County, Nebraska, an Allocation Agreement and Notice of Pledge of Taxes with respect to each Redevelopment Project.

4. The City hereby finds and determines that the proposed land uses and building requirements in the Redevelopment Area are designed with the general purposes of accomplishing, in accordance with the general plan for development of the City, a coordinated, adjusted and harmonious development of the City and its environs which will, in accordance with present and future needs, promote health, safety, morals, order, convenience, prosperity; and the general welfare, as well as efficiency and economy in the process of development; including, among other things, adequate provision for traffic, vehicular parking, the promotion of safety from fire, panic, and other dangers, adequate provision for light and air, the promotion of a healthful and convenient distribution of population, the provision of adequate transportation, water, sewerage, and other public utilities, schools, parks, recreation and community facilities, and other public requirements, the promotion of sound design and arrangement, the wise and efficient expenditure of public funds, and the prevention of the recurrence of unsanitary or unsafe dwelling accommodations, or conditions of blight.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 27, 2014.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, May 27, 2014

Council Session

Item I-4

#2014-135 - Consideration of Approving Award of Proposal for Engineering & Consulting Services for Step 7 Detailed Site Assessment at the Former Grand Island Disposal Area

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

Council Agenda Memo

From: Jeff Wattier, Solid Waste Superintendent

Meeting: May 27, 2014

Subject: Approving Award of Proposal for Engineering & Consulting Services for Step 7 Detailed Site Assessment at the Former Grand Island Disposal Area

Item #'s: I-4

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

Background

The City of Grand Island leased approximately 47.5 acres of private land located in Southeast Hall County from July 1966 through February 1984 to operate a landfill disposal facility to accept municipal waste in accordance with State rules and regulations. Following a local complaint to the Nebraska Department of Environmental Quality (NDEQ) in 2007 regarding groundwater in the vicinity of the closed landfill, the NDEQ conducted a preliminary assessment and site investigation. Groundwater sampling conducted during the site investigation detected four (4) volatile organic compounds (VOC) along the East property boundary at concentrations greater than their respective maximum contaminant levels (MCL). The NDEQ then hired a consulting firm to perform a Comprehensive Environmental Response, Compensation, and Liability Information System (CERCLIS) Site Investigation, which was submitted to the NDEQ on October 25, 2010.

On October 16, 2013, the City of Grand Island received a letter from the NDEQ requiring the City to perform a Step 7 Detailed Site Assessment (DSA) for this property pursuant to Nebraska revised statutes, Title 118 – Groundwater Quality Standards and Use Classification. The purpose of the Step 7 DSA is to collect sufficient information to confirm whether or not the source of the contaminants is the former Grand Island Disposal Area. The City submitted a work plan for the Step 7 DSA to the NDEQ on March 10, 2014. This work plan was subsequently approved by the NDEQ on March 31, 2014.

Discussion

On April 25, 2014 a Request For Proposals (RFP) for engineering and consulting services for a Step 7 Detailed Site Assessment at the former Grand Island disposal area was advertised in the Grand Island Independent and sent to four (4) potential proposers.

Five (5) proposals were received on May 13, 2014 from the following firms.

- G.N. Kuhn Engineering, LLC of Omaha, NE
- SCS Aquaterra of Omaha, NE
- B2 Environmental, Inc. of Grand Island, NE
- MILCO Environmental Services, Inc. of Kearney, NE
- GSI Engineering of Grand Island, NE

The proposals were reviewed by Solid Waste Superintendent, Jeff Wattier; Solid Waste Foreman, Russ Swanson; and Public Works Storm Water Technician, Scott Sekutera. G.N. Kuhn Engineering, LLC of Omaha, Nebraska submitted the proposal that was chosen using evaluation criteria listed in the RFP.

G.N. Kuhn Engineering, LLC will provide all engineering services to perform the Step 7 Detailed Site Assessment for submittal to the NDEQ for an amount not to exceed \$79,950.00.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the proposal by G.N. Kuhn Engineering, LLC of Omaha, Nebraska for an amount not to exceed \$79,950.00.

Sample Motion

Move to approve the proposal by G.N. Kuhn Engineering of Omaha, Nebraska.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

**REQUEST FOR PROPOSAL
FOR
ENGINEERING & CONSULTING SERVICES FOR
STEP 7 DETAILED SITE ASSESSMENT AT GRAND ISLAND DISPOSAL AREA**

RFP DUE DATE: May 13, 2014 at 4:00 p.m.

DEPARTMENT: Public Works

PUBLICATION DATE: April 25, 2014

NO. POTENTIAL BIDDERS: 4

SUMMARY OF PROPOSALS RECEIVED

G. N. Kuhn Engineering, LLC
Omaha, NE

MILCO Environmental Services, Inc.
Kearney, NE

SCS Aquaterra
Omaha, NE

GSI Engineering
Grand Island, NE

B2 Environmental, Inc.
Grand Island, NE

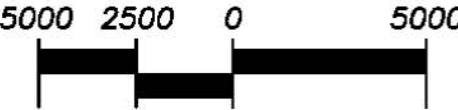
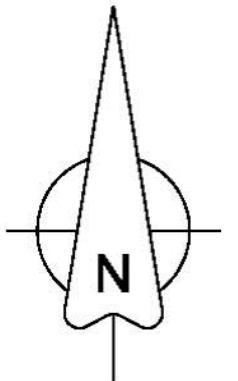
cc: John Collins, Public Works Director
Mary Lou Brown, City Administrator
Stacy Nonhoff, Purchasing Agent

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

P1734

LEGEND

-  CITY LOCATION
-  APPROX. SITE BOUNDARY
-  COUNTY LIMITS



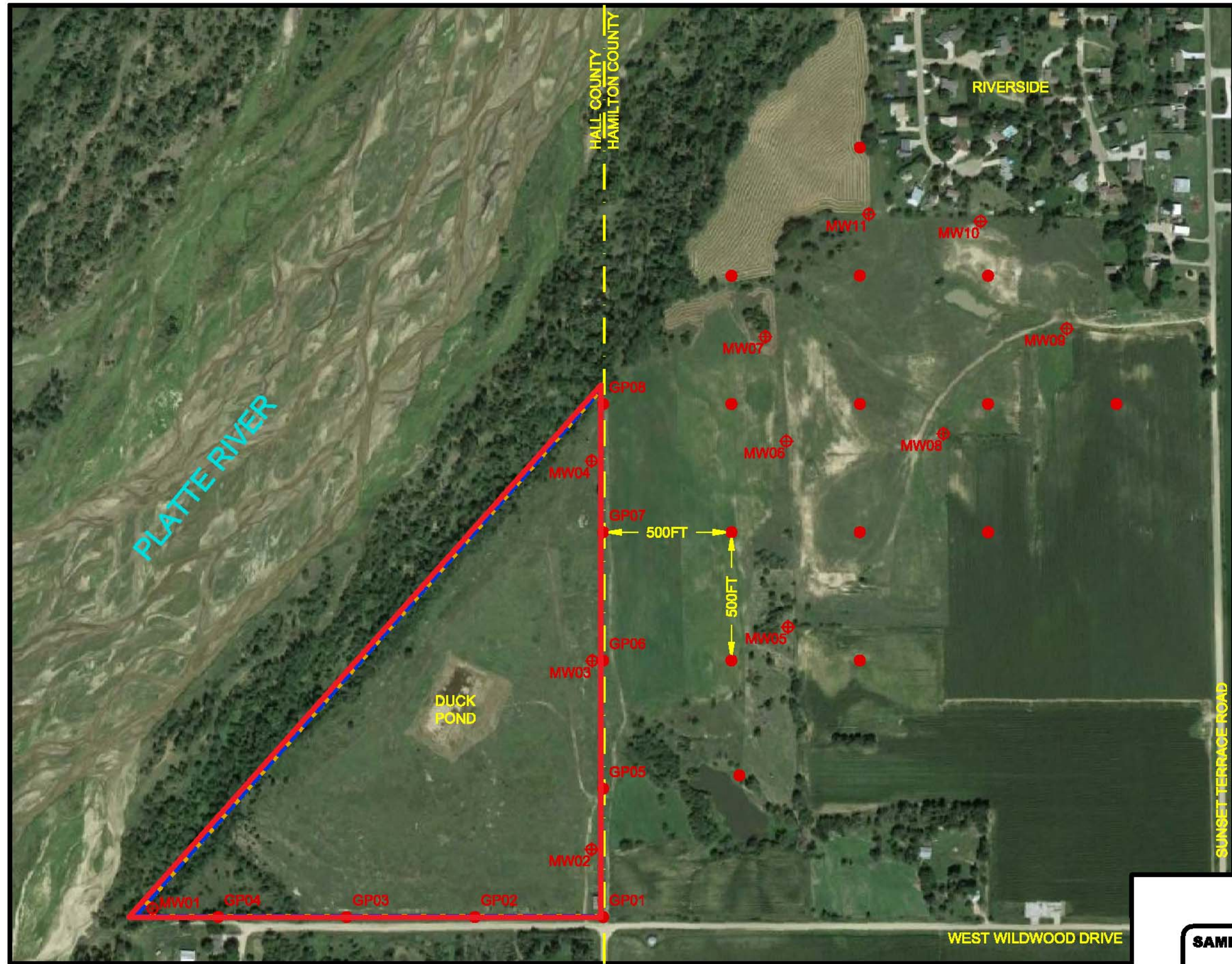
SITE LOCATION MAP

STEP 7 DETAILED SITE ASSESSMENT
GRAND ISLAND DISPOSAL AREA
PHILLIPS, NEBRASKA

DATE:
DECEMBER 2013

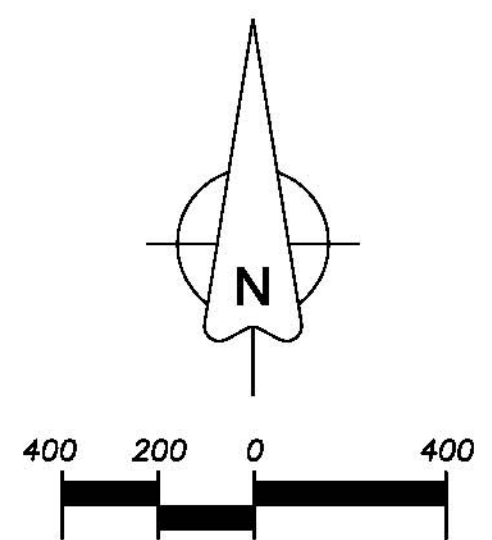
FIGURE:
Page 311 / 366





- LEGEND**
- MW01⊕ PROPOSED GROUND WATER WELL
 - GP01⊕ PROPOSED DIRECT PUSH SAMPLE
 - APPROX. SITE BOUNDARY
 - COUNTY LIMITS

- NOTES:**
- 1) DIRECT PUSH SAMPLE AND GROUND WATER MONITORING WELL LOCATIONS ARE APPROXIMATE AND MAY BE RELOCATED DURING FIELD ACTIVITIES BY ON-SITE PERSONNEL.
 - 2) SAMPLING ACTIVITIES SHALL BEGIN FROM THE PROPERTY BOUNDARY (SUSPECTED SOURCE) AND SHALL PROCEED AWAY FROM THE SITE IN THE GENERAL DIRECTION OF THE ANTICIPATED NORTHEAST GROUND WATER FLOW DIRECTION.
 - 3) MONITORING WELL LOCATIONS WILL BE LOCATED IN THE FIELD BASED ON THE RESULTS OF THE DIRECT PUSH SAMPLING ACTIVITIES. FURTHER, MONITORING WELL LOCATIONS WILL BE LOCATED AWAY FROM HIGH TRAFFIC AREAS BASED ON NORMAL SITE ACTIVITIES TO MINIMIZE FUTURE OBSTRUCTION TO THE PROPERTY.



SAMPLING LOCATION MAP

STEP 7 DETAILED SITE ASSESSMENT
GRAND ISLAND DISPOSAL AREA
PHILLIPS, NEBRASKA

DATE:
 DECEMBER 2013
 FIGURE: 2
 Page 312 / 366

RESOLUTION 2014-135

WHEREAS, the City Of Grand Island invited proposals for engineering & consulting services related to Step 7 Detailed Site Assessment at the Former Grand Island Disposal Area, according to the Request Proposals on file with the Solid Waste Division of the Public Works Department; and

WHEREAS, on May 13, 2014 proposals were received, reviewed, and evaluated in accordance with established criteria; and

WHEREAS, G.N. Kuhn Engineering, LLC, of Omaha, Nebraska submitted a proposal in accordance with the terms of the Request for Proposals and all statutory requirements contained therein and the City Procurement Code with the work performed at actual costs with a maximum of \$79,950.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the proposal of G.N. Kuhn Engineering, LLC, of Omaha, Nebraska for engineering & consulting services for Step 7 Detailed Site Assessment at the Former Grand Island Disposal Area is hereby approved.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 27, 2014.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
May 27, 2014	☐ City Attorney



City of Grand Island

Tuesday, May 27, 2014

Council Session

Item I-5

#2014-136 - Consideration of Approving RFP for Cemetery Consulting Services

Staff Contact: Todd McCoy, Parks & Recreation Director

Council Agenda Memo

From: Todd McCoy, Parks and Recreation Director

Meeting: May 27, 2014

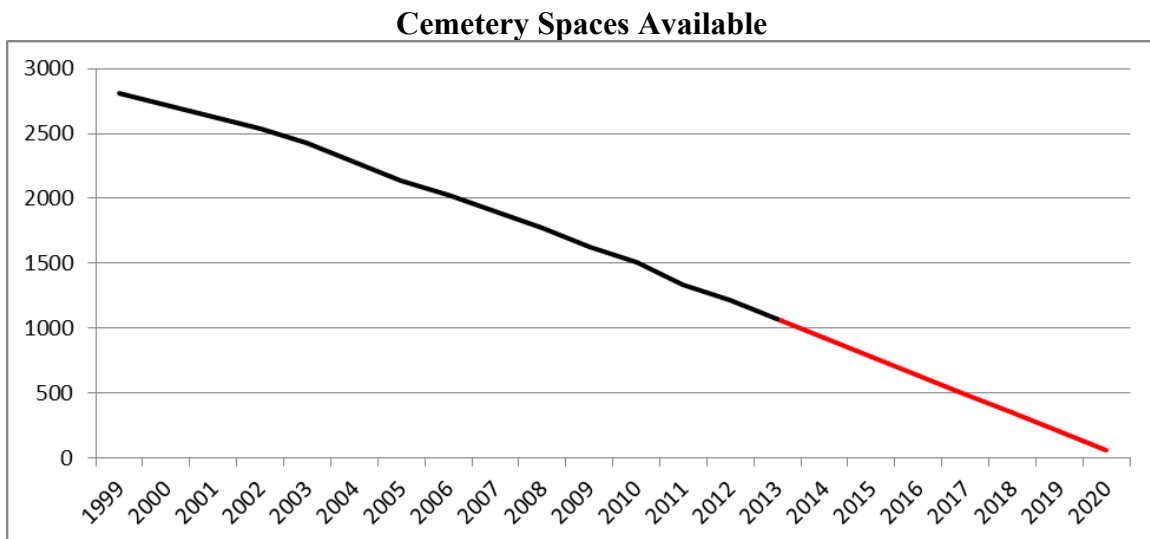
Subject: Approve Consulting Firm to Provide Cemetery Expansion Site Options Evaluation and Master Planning

Item #'s: I-5

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

Background

The Grand Island Cemetery is a 90 acre tract of land located in western Grand Island. The Cemetery facilitates approximately 160 interments annually. The property is becoming limited for space. With current conditions, it is estimated that the Cemetery will be limited in lot selection in the next few years.



A proposal to develop a cemetery expansion master plan was rejected on January 28, 2014 in favor of more study. A City Council study session was held on April 1, 2014. Based on City Council feedback from the study session an RFP was advertised on April 11, 2014 to consider cemetery site options and master planning.

Discussion

Five firms responded to the Cemetery Expansion Site Options Evaluation and Master Planning RFP.

- Confluence of Des Moines, Iowa
- Landmark Engineering Ltd of Loveland, Colorado
- The Tribute Companies of Hartland, Wisconsin
- Mekus Tanger, Inc. of Chicago, Illinois
- Vireo of Omaha, Nebraska

Confluence of Des Moines, Iowa is recommended by staff because of their proposed approach, experience, and value of their proposal. Confluence agrees to provide the following service for a contract amount not to exceed \$29,670.

- Expansion Option Evaluation
 - Consider viable cemetery locations by considering acquisition costs, topography, drainage, natural resources, visibility, and other site impacts.
- Presentation of Findings to City Council
 - A development and operational cost analysis will be prepared for each site. Strengths and weaknesses of each site will be compared. Professional recommendations will be provided.
- Master Plan
 - Utilizing City Council and staff input, a conceptual master plan for cemetery improvements will be provided.

Funding for the master plan will be provided by the Cemetery Trust Fund.

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 provide Cemetery Expansion Site Options Evaluation and Master Planning for the Grand Island City Cemetery.

Sample Motion

Move to approve hiring Confluence to provide Cemetery Expansion Site Options Evaluation and Master Planning for the Grand Island Cemetery for an amount of \$29,670.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

**REQUEST FOR PROPOSAL
FOR
CEMETERY EXPANSION SITE OPTIONS EVALUATION & MASTER PLAN**

RFP DUE DATE: May 6, 2014 at 4:00 p.m.
DEPARTMENT: Parks & Recreation
PUBLICATION DATE: April 10, 2014
NO. POTENTIAL BIDDERS: 9

SUMMARY OF PROPOSALS RECEIVED

MEKUS TANGER, Inc.
Chicago, IL

Landmark Engineering Ltd
Loveland, CO

The Tribute Companies, Inc.
Hartland, WI

Vireo
Omaha, NE

Confluence
Des Moines, IA

Cemetery Planning Resource Alliance
Denver, CO

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

Patti Buetner, Park & Rec. Secretary
Jaye Monter, Finance Director

P1729

RESOLUTION 2014-136

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 Site Options Evaluation and Master Plan; and

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

WHEREAS, five (5) proposals were received, opened and reviewed; and

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

WHEREAS, a contract amount of \$29,670.00 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 Site Options Evaluation and Master Plan is hereby approved at a cost of \$29,670.00.

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, May 27, 2014.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	▣ _____
May 23, 2014	▣ City Attorney



City of Grand Island

Tuesday, May 27, 2014

Council Session

Item I-6

#2014-137 - Consideration of Approving Settlement for Pre-84 Police Officers

Staff Contact: Robert J. Sivick, City Attorney

Council Agenda Memo

From: Robert J. Sivick, City Attorney

Meeting: May 27, 2014

Subject: Consideration of Approving Conciliation Agreements in *Atwell, Mehlin, Dubbs, Mossman, and Arnold v. City of Grand Island*

Item #'s: I-6

Presenter(s): Robert J. Sivick, City Attorney

Background

In 1983 the Nebraska Legislature passed LB237 which contained the Police Officers Retirement Act (Act), codified in Article 10(a) of Chapter 16, §§16-1001 - 1019 of the Nebraska Revised Statutes. The Act and the resulting statutes addressed issues regarding pensions for police officers employed by Cities of the First Class.

In November, 2012 it was discovered in 2005 the Police Pension Committee (Committee) ceased calculating lump sum pension benefits for pre-84 police retirees on a gender specific basis. On February 5, 2013 the Grand Island City Council (Council) approved Resolution 2013-26(B) which directed the Committee to henceforth calculate those benefits on a gender specific basis.

In April, 2013 retired Grand Island Police Captain Peter E. Kortum filed a complaint against the City of Grand Island (City) with the United States Equal Employment Opportunity Commission (USEEOC) alleging he suffered discrimination on the basis of his gender when the City calculated his lump sum pension benefits. Shortly thereafter five other current Grand Island Police Officers hired prior to 1984 (Jerry L. Atwell, Kerry S. Mehlin, Danny D. Dubbs, Kelly J. Mossman, and Scott B. Arnold) also filed complaints with the USEEOC alleging they would face gender discrimination when they retired

Discussion

Rather than litigating the matters, the City entered into settlement negotiations with the police officers named above and the USEEOC. City legal staff negotiated terms which include a provision the City will not admit violating any provision of Title VII of the Civil Rights Act of 1964 which prohibits various forms of discrimination. In addition, City legal staff negotiated terms in which any payments would not include monetary damages but be limited to attorney's fees in the amount of \$715.35 per police officer for a combined total of \$3,576.75.

Alternatives

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

1. Move to approve.
2. Move to reject.

Recommendation

City Administration recommends that the Council approve Resolution No. 2014-137 approving the Conciliation Agreements in the matters of *Atwell, Mehlin, Dubbs, Mossman, and Arnold v. City of Grand Island*.

Sample Motion

Move to approve Resolution No. 2014-137 approving the Conciliation Agreements in the matters of *Atwell, Mehlin, Dubbs, Mossman, and Arnold v. City of Grand Island* and authorizing the Mayor to sign the Conciliation Agreements on behalf of the City.

CONCILIATION AGREEMENT

In the Matter of:

U. S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

Oklahoma City Area Office

and

JERRY L. ATWELL

Charging Party

and

CITY OF GRAND ISLAND

Respondent

Charge Number 32E-2013-00656

*** * ***

Charges having been filed under Title VII of the Civil Rights Act of 1964, as amended, with the U. S. Equal Employment Opportunity Commission, by the Charging Party against the Respondent, the charges having been investigated and reasonable cause having been found, the parties do resolve and conciliate this matter as follows:

JERRY L. ATWELL v CITY OF GRAND ISLAND
Charge No. 32E-2013-00656

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1. GENERAL PROVISIONS

- A. **Scope of Release:** Compliance with this Agreement resolves all issues between the Commission, JERRY L. ATWELL, (hereinafter the "Charging Party") and the CITY OF GRAND ISLAND (hereinafter the Respondent") arising out of Charge No.: 32E-2013-00656, as to the acts and practices alleged in the above referenced charge occurring prior to the date of this Agreement.
- B. **Commission May Review Compliance With Agreement:** The Respondent agrees the Commission may review compliance with this Agreement. As a part of such review the Commission may require written reports concerning compliance, may inspect the premises, examine witnesses, and examine and copy documents.
- C. **Agreement Does Not Constitute Admission of Violation:** It is understood that this Agreement does not constitute an admission by the Respondent of any violation of Title VII of the Civil Rights Act of 1964, as amended.
- D. **Charging Party's Covenant Not to Sue:** The Charging Party and the Commission hereby waive, release and covenant not to sue the Respondent with respect to the matters which were alleged in Charge No.: 32E-2013-00656, filed with the Equal Employment Opportunity Commission subject to performance by the Respondent of the promises and representations contained herein. The Commission shall determine whether the Respondent has complied with the terms of this Agreement.
- E. **All Employment Practices to be Conducted in Nondiscriminatory Manner:** The Respondent agrees that all hiring, promotion, discharge practices, and other terms and conditions of employment shall be maintained and conducted in a manner which does not discriminate on the basis of race, color, sex, religion or national origin in violation of Title VII of the Civil Rights Act of 1964, as amended. The Respondent shall maintain a workplace environment free from gender discrimination.
- F. **Retaliation Prohibited:** The Respondent agrees that it will not retaliate against any person because that person: is a beneficiary from this Agreement; has provided information or assistance; or participated in any other manner in any investigation or proceeding relating to this Agreement or charge filed under Title VII of the Civil Rights Act, as amended; or opposed any practice made unlawful under Title VII of the Civil Rights Act of 1964, as amended.

JERRY L. ATWELL v CITY OF GRAND ISLAND
Charge No. 32E-2013-00656

- G. **Compliance with Title VII Not Waived:** Nothing in this Agreement shall be construed to limit or reduce the Respondent's obligation to fully comply with Title VII of the Civil Rights Act of 1964, as amended, or Regulations promulgated pursuant thereto.
- H. **Reporting Requirements:** The Respondent agrees to maintain such records as are necessary to demonstrate its compliance with the provisions of this Agreement and to verify the reports submitted. These records, and any other information relevant to the provisions of this Agreement, will be submitted or made available to the Commission upon request. Requests for information pursuant to this paragraph will not be made in such a manner as to impose an unreasonable burden or expense to the Respondent. The Respondent further agrees to provide the written reports under the section in this Agreement entitled "Reporting," and under Section 1. B. of this Agreement. Report of payment of damages will be furnished to:
- Equal Employment Opportunity Commission
Oklahoma City Area Office
215 Dean A. McGee Ave, Suite 524
Oklahoma City, Oklahoma 73102
ATTN: Kathy Nusz
Senior Federal Investigator
- I. **Effect on Other Charges:** This Agreement in no way affects the Commission's right to process future charges against the Respondent in accordance with standard Commission procedures, and to commence civil actions pursuant to Section 706(f) of Title VII on any such charges.
- J. **Entire Agreement and Any Amendments Must Be In Writing:** This Agreement constitutes the complete understanding between the Respondent and the Commission with respect to the matters herein. No waiver, modification or amendment of any provision of this Agreement will be effective unless made in writing and signed by the Respondent and approved by the Commission.
- K. **Breach of Agreement:** It is expressly agreed that if the Commission concludes that the Respondent has breached this Agreement, the Commission may bring an action in the appropriate federal court to enforce this Agreement or may deem conciliation to have failed and sue on the underlying charge.
- L. **Agreement Not Intended as Precedent:** The terms of this Agreement are the product of negotiation. Concepts reflected in the Agreement are not intended to be adopted for any purpose other than this Agreement.

JERRY L. ATWELL v CITY OF GRAND ISLAND
Charge No. 32E-2013-00656

- M. **Terms of the Agreement:** The term of the Agreement shall be two years. The term shall begin on the date that the last signatory signs the Agreement and will remain in effect May 1, 2014 to May 1, 2016, unless a dispute is pending pursuant to Section 1.N. below. If the Respondent does not initiate the remedial actions required, and is not able to substantiate that it made a good faith effort to comply with these provisions, this Agreement may be extended by the Commission for a two-year period.
- N. **Dispute Resolution:** In the event that any dispute arises between the Commission and the Respondent regarding the interpretation or application of this Agreement, or any provision thereof, the party or parties hereto, claiming a dispute shall notify the other parties in writing, and specify the factual details forming the basis of such dispute. Thereafter, the parties shall attempt within thirty (30) days to resolve the dispute. The foregoing procedures will be applicable to all such matters, except the Commission's review of the Respondent final compliance report, for which the following procedures will apply. After the last report is submitted by the Respondent, the Commission will have forty-five (45) days to evaluate the report. If the Commission believes that compliance with the Agreement is in question, the Agreement may be extended by the Commission until the substance of the issue is resolved, pursuant to the terms of this section.

2. SPECIFIC PROVISIONS

- A. **Enforcement of Policy Regarding Title VII of the Civil Rights Act of 1964, as amended:** The Respondent agrees to immediately revise any Law, Ordinance, Act of Policy, which violates Title VII of the Civil Rights Act of 1964, as amended, as set forth in the Letter of Determination, including the payment of future police retirement benefits based on gender.
- B. **Notice to be Posted as Part of this Agreement:** The Respondent agrees to sign and post a NOTICE to all employees (attached hereto as Attachment A) in conspicuous places upon all of its premises where notices and information to employees, applicants for employment, members and training are customarily posted at subject store. Such Notice shall remain posted from May 1, 2014 to May 1, 2016. The attached notice/policy outlines prohibited forms of discrimination.

JERRY L. ATWELL v CITY OF GRAND ISLAND
Charge No. 32E-2013-00656

3. CHARGING PARTY RELIEF

- A. Payment of Damages: Respondent agrees to pay the Charging Party's attorney fees and costs in the amount of \$715.35.

4. REPORTING

- A. Damages Payment Report: Respondent agrees to provide a report within thirty (30) days of the date of this agreement describing the manner in which the damages payment was made which will include photocopies of the check and photocopies of the Certified Mail Return Receipt signed by Charging Party or his attorney as proof of payment.
- B. Ordinance, Policy and Procedure Report: Respondent agrees to provide a copy of the revised City Ordinance, Policy and Procedure when the offending municipal ordinance is modified to comply with Title VII, with a copy of the official minutes of the City Council meeting approving the revision to the ordinance. This report will be due within thirty (30) days of the date of this agreement.

SIGNATURES

I have read the foregoing Conciliation Agreement and I accept and agree to the provisions contained therein:

Date

Respondent Representative

Date

Jerry L. Atwell, Charging Party

I recommend approval of this Conciliation Agreement:

Date

Kathy Nusz, Senior Federal Investigator

I concur in the above recommendation for approval of this Conciliation Agreement:

Approved on Behalf of the Commission

Date

Holly Waldron Cole, Director,
Oklahoma City Area Office of EEOC

ATTACHMENT "A"

NOTICE

This NOTICE is being posted as part of a Conciliation Agreement between The City of Grand Island, and the U.S. Equal Employment Opportunity Commission (EEOC).

Federal law requires that there be no discrimination against any employee or applicant for employment because of that person's race, color, religion, sex, national origin or age with respect to hiring, compensation, promotion, discharge, terms, conditions or privileges of employment or retaliation for either having opposed or complained about employment practices made unlawful by the Act. The City of Grand Island prohibits gender discrimination in any form and advises all employees to report any acts observed and in violation of company policy.

The City of Grand Island strongly supports and will comply with such Federal law in all respects, and it will not take any action against employees because they have exercised their rights under the law. Should you be retaliated against because you have opposed any practice made unlawful by Title VII, or because you had filed a charge of discrimination, testified, assisted, or participated in an investigation, proceeding, or litigation under Title VII of the Civil Rights Act of 1964, as amended, or in any other way discriminated against while employed by the City of Grand Island you may seek assistance from:

U.S. Equal Employment Opportunity Commission
Oklahoma City Area Office
215 Dean A. McGee Avenue, Suite 524
Oklahoma City, Oklahoma 73102
Telephone Number 405/231-4911

The City of Grand Island hereby reminds all of its employees that discrimination of any kind will not be tolerated.

This NOTICE will remain posted until May 1, 2016, by direction of the Equal Employment Opportunity Commission.

SIGNED _____ on this ____ day of _____, 2014.
Holly Waldron Cole, Director
Oklahoma City Area Office

The City of Grand Island Mayor/City Manager

CONCILIATION AGREEMENT

In the Matter of:

U. S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

Oklahoma City Area Office

and

KERRY S. MEHLIN

Charging Party

and

CITY OF GRAND ISLAND

Respondent

Charge Number 32E-2013-00657

*** * ***

Charges having been filed under Title VII of the Civil Rights Act of 1964, as amended, with the U. S. Equal Employment Opportunity Commission, by the Charging Party against the Respondent, the charges having been investigated and reasonable cause having been found, the parties do resolve and conciliate this matter as follows:

KERRY S. MEHLIN v CITY OF GRAND ISLAND
Charge No. 32E-2013-00657

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KERRY S. MEHLIN v CITY OF GRAND ISLAND
Charge No. 32E-2013-00657

1. GENERAL PROVISIONS

- A. **Scope of Release:** Compliance with this Agreement resolves all issues between the Commission, KERRY S. MEHLIN, (hereinafter the "Charging Party") and the CITY OF GRAND ISLAND (hereinafter the Respondent") arising out of Charge No.: 32E-2013-00657, as to the acts and practices alleged in the above referenced charge occurring prior to the date of this Agreement.
- B. **Commission May Review Compliance With Agreement:** The Respondent agrees the Commission may review compliance with this Agreement. As a part of such review the Commission may require written reports concerning compliance, may inspect the premises, examine witnesses, and examine and copy documents.
- C. **Agreement Does Not Constitute Admission of Violation:** It is understood that this Agreement does not constitute an admission by the Respondent of any violation of Title VII of the Civil Rights Act of 1964, as amended.
- D. **Charging Party's Covenant Not to Sue:** The Charging Party and the Commission hereby waive, release and covenant not to sue the Respondent with respect to the matters which were alleged in Charge No.: 32E-2013-00657, filed with the Equal Employment Opportunity Commission subject to performance by the Respondent of the promises and representations contained herein. The Commission shall determine whether the Respondent has complied with the terms of this Agreement.
- E. **All Employment Practices to be Conducted in Nondiscriminatory Manner:** The Respondent agrees that all hiring, promotion, discharge practices, and other terms and conditions of employment shall be maintained and conducted in a manner which does not discriminate on the basis of race, color, sex, religion or national origin in violation of Title VII of the Civil Rights Act of 1964, as amended. The Respondent shall maintain a workplace environment free from gender discrimination.
- F. **Retaliation Prohibited:** The Respondent agrees that it will not retaliate against any person because that person: is a beneficiary from this Agreement; has provided information or assistance; or participated in any other manner in any investigation or proceeding relating to this Agreement or charge filed under Title VII of the Civil Rights Act, as amended; or opposed any practice made unlawful under Title VII of the Civil Rights Act of 1964, as amended.

KERRY S. MEHLIN v CITY OF GRAND ISLAND
Charge No. 32E-2013-00657

- G. **Compliance with Title VII Not Waived:** Nothing in this Agreement shall be construed to limit or reduce the Respondent's obligation to fully comply with Title VII of the Civil Rights Act of 1964, as amended, or Regulations promulgated pursuant thereto.
- H. **Reporting Requirements:** The Respondent agrees to maintain such records as are necessary to demonstrate its compliance with the provisions of this Agreement and to verify the reports submitted. These records, and any other information relevant to the provisions of this Agreement, will be submitted or made available to the Commission upon request. Requests for information pursuant to this paragraph will not be made in such a manner as to impose an unreasonable burden or expense to the Respondent. The Respondent further agrees to provide the written reports under the section in this Agreement entitled "Reporting," and under Section 1. B. of this Agreement. Report of payment of damages will be furnished to:
- Equal Employment Opportunity Commission
Oklahoma City Area Office
215 Dean A. McGee Ave, Suite 524
Oklahoma City, Oklahoma 73102
ATTN:Kathy Nusz
Senior Federal Investigator
- I. **Effect on Other Charges:** This Agreement in no way affects the Commission's right to process future charges against the Respondent in accordance with standard Commission procedures, and to commence civil actions pursuant to Section 706(f) of Title VII on any such charges.
- J. **Entire Agreement and Any Amendments Must Be In Writing:** This Agreement constitutes the complete understanding between the Respondent and the Commission with respect to the matters herein. No waiver, modification or amendment of any provision of this Agreement will be effective unless made in writing and signed by the Respondent and approved by the Commission.
- K. **Breach of Agreement:** It is expressly agreed that if the Commission concludes that the Respondent has breached this Agreement, the Commission may bring an action in the appropriate federal court to enforce this Agreement or may deem conciliation to have failed and sue on the underlying charge.
- L. **Agreement Not Intended as Precedent:** The terms of this Agreement are the product of negotiation. Concepts reflected in the Agreement are not intended to be adopted for any purpose other than this Agreement.

KERRY S. MEHLIN v CITY OF GRAND ISLAND
Charge No. 32E-2013-00657

- M. **Terms of the Agreement:** The term of the Agreement shall be two years. The term shall begin on the date that the last signatory signs the Agreement and will remain in effect May 1, 2014 to May 1, 2016, unless a dispute is pending pursuant to Section 1.N. below. If the Respondent does not initiate the remedial actions required, and is not able to substantiate that it made a good faith effort to comply with these provisions, this Agreement may be extended by the Commission for a two-year period.
- N. **Dispute Resolution:** In the event that any dispute arises between the Commission and the Respondent regarding the interpretation or application of this Agreement, or any provision thereof, the party or parties hereto, claiming a dispute shall notify the other parties in writing, and specify the factual details forming the basis of such dispute. Thereafter, the parties shall attempt within thirty (30) days to resolve the dispute. The foregoing procedures will be applicable to all such matters, except the Commission's review of the Respondent final compliance report, for which the following procedures will apply. After the last report is submitted by the Respondent, the Commission will have forty-five (45) days to evaluate the report. If the Commission believes that compliance with the Agreement is in question, the Agreement may be extended by the Commission until the substance of the issue is resolved, pursuant to the terms of this section.

2. SPECIFIC PROVISIONS

- A. **Enforcement of Policy Regarding Title VII of the Civil Rights Act of 1964, as amended:** The Respondent agrees to immediately revise any Law, Ordinance, Act of Policy, which violates Title VII of the Civil Rights Act of 1964, as amended, as set forth in the Letter of Determination, including the payment of future police retirement benefits based on gender.
- B. **Notice to be Posted as Part of this Agreement:** The Respondent agrees to sign and post a NOTICE to all employees (attached hereto as Attachment A) in conspicuous places upon all of its premises where notices and information to employees, applicants for employment, members and training are customarily posted at subject store. Such Notice shall remain posted from May 1, 2014 to May 1, 2016. The attached notice/policy outlines prohibited forms of discrimination.

KERRY S. MEHLIN v CITY OF GRAND ISLAND
Charge No. 32E-2013-00657

3. CHARGING PARTY RELIEF

- A. Payment of Damages: Respondent agrees to pay the Charging Party's attorney fees and costs in the amount of \$715.35.

4. REPORTING

- A. Damages Payment Report: Respondent agrees to provide a report within thirty (30) days of the date of this agreement describing the manner in which the damages payment was made which will include photocopies of the check and photocopies of the Certified Mail Return Receipt signed by Charging Party or his attorney as proof of payment.
- B. Ordinance, Policy and Procedure Report: Respondent agrees to provide a copy of the revised City Ordinance, Policy and Procedure when the offending municipal ordinance is modified to comply with Title VII, with a copy of the official minutes of the City Council meeting approving the revision to the ordinance. This report will be due within thirty (30) days of the date of this agreement.

SIGNATURES

I have read the foregoing Conciliation Agreement and I accept and agree to the provisions contained therein:

Date

Respondent Representative

Date

Kerry S. Mehlin, Charging Party

I recommend approval of this Conciliation Agreement:

Date

Kathy Nusz, Senior Federal Investigator

I concur in the above recommendation for approval of this Conciliation Agreement:

Approved on Behalf of the Commission

Date

Holly Waldron Cole, Director,
Oklahoma City Area Office of EEOC

ATTACHMENT "A"

NOTICE

This NOTICE is being posted as part of a Conciliation Agreement between The City of Grand Island, and the U.S. Equal Employment Opportunity Commission (EEOC).

Federal law requires that there be no discrimination against any employee or applicant for employment because of that person's race, color, religion, sex, national origin or age with respect to hiring, compensation, promotion, discharge, terms, conditions or privileges of employment or retaliation for either having opposed or complained about employment practices made unlawful by the Act. The City of Grand Island prohibits gender discrimination in any form and advises all employees to report any acts observed and in violation of company policy.

The City of Grand Island strongly supports and will comply with such Federal law in all respects, and it will not take any action against employees because they have exercised their rights under the law. Should you be retaliated against because you have opposed any practice made unlawful by Title VII, or because you had filed a charge of discrimination, testified, assisted, or participated in an investigation, proceeding, or litigation under Title VII of the Civil Rights Act of 1964, as amended, or in any other way discriminated against while employed by the City of Grand Island you may seek assistance from:

U.S. Equal Employment Opportunity Commission
Oklahoma City Area Office
215 Dean A. McGee Avenue, Suite 524
Oklahoma City, Oklahoma 73102
Telephone Number 405/231-4911

The City of Grand Island hereby reminds all of its employees that discrimination of any kind will not be tolerated.

This NOTICE will remain posted until May 1, 2016, by direction of the Equal Employment Opportunity Commission.

SIGNED _____ on this _____ day of _____, 2014.
Holly Waldron Cole, Director
Oklahoma City Area Office

The City of Grand Island Mayor/City Manager

CONCILIATION AGREEMENT

In the Matter of:

U. S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

Oklahoma City Area Office

and

DANNY D. DUBBS

Charging Party

and

CITY OF GRAND ISLAND

Respondent

Charge Number 32E-2013-00663

*** * ***

Charges having been filed under Title VII of the Civil Rights Act of 1964, as amended, with the U. S. Equal Employment Opportunity Commission, by the Charging Party against the Respondent, the charges having been investigated and reasonable cause having been found, the parties do resolve and conciliate this matter as follows:

DANNY D. DUBBS v CITY OF GRAND ISLAND
Charge No. 32E-2013-00663

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DANNY D. DUBBS v CITY OF GRAND ISLAND
Charge No. 32E-2013-00663

1. GENERAL PROVISIONS

- A. **Scope of Release:** Compliance with this Agreement resolves all issues between the Commission, DANNY D. DUBBS, (hereinafter the "Charging Party") and the CITY OF GRAND ISLAND (hereinafter the Respondent") arising out of Charge No.: 32E-2013-00663, as to the acts and practices alleged in the above referenced charge occurring prior to the date of this Agreement.
- B. **Commission May Review Compliance With Agreement:** The Respondent agrees the Commission may review compliance with this Agreement. As a part of such review the Commission may require written reports concerning compliance, may inspect the premises, examine witnesses, and examine and copy documents.
- C. **Agreement Does Not Constitute Admission of Violation:** It is understood that this Agreement does not constitute an admission by the Respondent of any violation of Title VII of the Civil Rights Act of 1964, as amended.
- D. **Charging Party's Covenant Not to Sue:** The Charging Party and the Commission hereby waive, release and covenant not to sue the Respondent with respect to the matters which were alleged in Charge No.: 32E-2013-00663, filed with the Equal Employment Opportunity Commission subject to performance by the Respondent of the promises and representations contained herein. The Commission shall determine whether the Respondent has complied with the terms of this Agreement.
- E. **All Employment Practices to be Conducted in Nondiscriminatory Manner:** The Respondent agrees that all hiring, promotion, discharge practices, and other terms and conditions of employment shall be maintained and conducted in a manner which does not discriminate on the basis of race, color, sex, religion or national origin in violation of Title VII of the Civil Rights Act of 1964, as amended. The Respondent shall maintain a workplace environment free from gender discrimination.
- F. **Retaliation Prohibited:** The Respondent agrees that it will not retaliate against any person because that person: is a beneficiary from this Agreement; has provided information or assistance; or participated in any other manner in any investigation or proceeding relating to this Agreement or charge filed under Title VII of the Civil Rights Act, as amended; or opposed any practice made unlawful under Title VII of the Civil Rights Act of 1964, as amended.

DANNY D. DUBBS v CITY OF GRAND ISLAND
Charge No. 32E-2013-00663

- G. **Compliance with Title VII Not Waived:** Nothing in this Agreement shall be construed to limit or reduce the Respondent's obligation to fully comply with Title VII of the Civil Rights Act of 1964, as amended, or Regulations promulgated pursuant thereto.
- H. **Reporting Requirements:** The Respondent agrees to maintain such records as are necessary to demonstrate its compliance with the provisions of this Agreement and to verify the reports submitted. These records, and any other information relevant to the provisions of this Agreement, will be submitted or made available to the Commission upon request. Requests for information pursuant to this paragraph will not be made in such a manner as to impose an unreasonable burden or expense to the Respondent. The Respondent further agrees to provide the written reports under the section in this Agreement entitled "Reporting," and under Section 1. B. of this Agreement. Report of payment of damages will be furnished to:
- Equal Employment Opportunity Commission
Oklahoma City Area Office
215 Dean A. McGee Ave, Suite 524
Oklahoma City, Oklahoma 73102
ATTN: Kathy Nusz
Senior Federal Investigator
- I. **Effect on Other Charges:** This Agreement in no way affects the Commission's right to process future charges against the Respondent in accordance with standard Commission procedures, and to commence civil actions pursuant to Section 706(f) of Title VII on any such charges.
- J. **Entire Agreement and Any Amendments Must Be In Writing:** This Agreement constitutes the complete understanding between the Respondent and the Commission with respect to the matters herein. No waiver, modification or amendment of any provision of this Agreement will be effective unless made in writing and signed by the Respondent and approved by the Commission.
- K. **Breach of Agreement:** It is expressly agreed that if the Commission concludes that the Respondent has breached this Agreement, the Commission may bring an action in the appropriate federal court to enforce this Agreement or may deem conciliation to have failed and sue on the underlying charge.
- L. **Agreement Not Intended as Precedent:** The terms of this Agreement are the product of negotiation. Concepts reflected in the Agreement are not intended to be adopted for any purpose other than this Agreement.

DANNY D. DUBBS v CITY OF GRAND ISLAND
Charge No. 32E-2013-00663

- M. **Terms of the Agreement:** The term of the Agreement shall be two years. The term shall begin on the date that the last signatory signs the Agreement and will remain in effect May 1, 2014 to May 1, 2016, unless a dispute is pending pursuant to Section 1.N. below. If the Respondent does not initiate the remedial actions required, and is not able to substantiate that it made a good faith effort to comply with these provisions, this Agreement may be extended by the Commission for a two-year period.
- N. **Dispute Resolution:** In the event that any dispute arises between the Commission and the Respondent regarding the interpretation or application of this Agreement, or any provision thereof, the party or parties hereto, claiming a dispute shall notify the other parties in writing, and specify the factual details forming the basis of such dispute. Thereafter, the parties shall attempt within thirty (30) days to resolve the dispute. The foregoing procedures will be applicable to all such matters, except the Commission's review of the Respondent final compliance report, for which the following procedures will apply. After the last report is submitted by the Respondent, the Commission will have forty-five (45) days to evaluate the report. If the Commission believes that compliance with the Agreement is in question, the Agreement may be extended by the Commission until the substance of the issue is resolved, pursuant to the terms of this section.

2. SPECIFIC PROVISIONS

- A. **Enforcement of Policy Regarding Title VII of the Civil Rights Act of 1964, as amended:** The Respondent agrees to immediately revise any Law, Ordinance, Act of Policy, which violates Title VII of the Civil Rights Act of 1964, as amended, as set forth in the Letter of Determination, including the payment of future police retirement benefits based on gender.
- B. **Notice to be Posted as Part of this Agreement:** The Respondent agrees to sign and post a NOTICE to all employees (attached hereto as Attachment A) in conspicuous places upon all of its premises where notices and information to employees, applicants for employment, members and training are customarily posted at subject store. Such Notice shall remain posted from May 1, 2014 to May 1, 2016. The attached notice/policy outlines prohibited forms of discrimination.

DANNY D. DUBBS v CITY OF GRAND ISLAND
Charge No. 32E-2013-00663

3. CHARGING PARTY RELIEF

- A. Payment of Damages: Respondent agrees to pay the Charging Party's attorney fees and costs in the amount of \$715.35.

4. REPORTING

- A. Damages Payment Report: Respondent agrees to provide a report within thirty (30) days of the date of this agreement describing the manner in which the damages payment was made which will include photocopies of the check and photocopies of the Certified Mail Return Receipt signed by Charging Party or his attorney as proof of payment.
- B. Ordinance, Policy and Procedure Report: Respondent agrees to provide a copy of the revised City Ordinance, Policy and Procedure when the offending municipal ordinance is modified to comply with Title VII, with a copy of the official minutes of the City Council meeting approving the revision to the ordinance. This report will be due within thirty (30) days of the date of this agreement.

SIGNATURES

I have read the foregoing Conciliation Agreement and I accept and agree to the provisions contained therein:

Date

Respondent Representative

Date

Danny D. Dubbs, Charging Party

I recommend approval of this Conciliation Agreement:

Date

Kathy Nusz, Senior Federal Investigator

I concur in the above recommendation for approval of this Conciliation Agreement:

Approved on Behalf of the Commission

Date

Holly Waldron Cole, Director,
Oklahoma City Area Office of EEOC

ATTACHMENT "A"

NOTICE

This NOTICE is being posted as part of a Conciliation Agreement between The City of Grand Island, and the U.S. Equal Employment Opportunity Commission (EEOC).

Federal law requires that there be no discrimination against any employee or applicant for employment because of that person's race, color, religion, sex, national origin or age with respect to hiring, compensation, promotion, discharge, terms, conditions or privileges of employment or retaliation for either having opposed or complained about employment practices made unlawful by the Act. The City of Grand Island prohibits gender discrimination in any form and advises all employees to report any acts observed and in violation of company policy.

The City of Grand Island strongly supports and will comply with such Federal law in all respects, and it will not take any action against employees because they have exercised their rights under the law. Should you be retaliated against because you have opposed any practice made unlawful by Title VII, or because you had filed a charge of discrimination, testified, assisted, or participated in an investigation, proceeding, or litigation under Title VII of the Civil Rights Act of 1964, as amended, or in any other way discriminated against while employed by the City of Grand Island you may seek assistance from:

U.S. Equal Employment Opportunity Commission
Oklahoma City Area Office
215 Dean A. McGee Avenue, Suite 524
Oklahoma City, Oklahoma 73102
Telephone Number 405/231-4911

The City of Grand Island hereby reminds all of its employees that discrimination of any kind will not be tolerated.

This NOTICE will remain posted until May 1, 2016, by direction of the Equal Employment Opportunity Commission.

SIGNED _____ on this _____ day of _____, 2014.
Holly Waldron Cole, Director
Oklahoma City Area Office

The City of Grand Island Mayor/City Manager

CONCILIATION AGREEMENT

In the Matter of:

U. S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

Oklahoma City Area Office

and

KELLY J. MOSSMAN

Charging Party

and

CITY OF GRAND ISLAND

Respondent

Charge Number 32E-2013-00689

*** * ***

Charges having been filed under Title VII of the Civil Rights Act of 1964, as amended, with the U. S. Equal Employment Opportunity Commission, by the Charging Party against the Respondent, the charges having been investigated and reasonable cause having been found, the parties do resolve and conciliate this matter as follows:

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1. GENERAL PROVISIONS

- A. **Scope of Release:** Compliance with this Agreement resolves all issues between the Commission, KELLY J. MOSSMAN, (hereinafter the "Charging Party") and the CITY OF GRAND ISLAND (hereinafter the Respondent") arising out of Charge No.: 32E-2013-00689, as to the acts and practices alleged in the above referenced charge occurring prior to the date of this Agreement.
- B. **Commission May Review Compliance With Agreement:** The Respondent agrees the Commission may review compliance with this Agreement. As a part of such review the Commission may require written reports concerning compliance, may inspect the premises, examine witnesses, and examine and copy documents.
- C. **Agreement Does Not Constitute Admission of Violation:** It is understood that this Agreement does not constitute an admission by the Respondent of any violation of Title VII of the Civil Rights Act of 1964, as amended.
- D. **Charging Party's Covenant Not to Sue:** The Charging Party and the Commission hereby waive, release and covenant not to sue the Respondent with respect to the matters which were alleged in Charge No.: 32E-2013-00689, filed with the Equal Employment Opportunity Commission subject to performance by the Respondent of the promises and representations contained herein. The Commission shall determine whether the Respondent has complied with the terms of this Agreement.
- E. **All Employment Practices to be Conducted in Nondiscriminatory Manner:** The Respondent agrees that all hiring, promotion, discharge practices, and other terms and conditions of employment shall be maintained and conducted in a manner which does not discriminate on the basis of race, color, sex, religion or national origin in violation of Title VII of the Civil Rights Act of 1964, as amended. The Respondent shall maintain a workplace environment free from gender discrimination.
- F. **Retaliation Prohibited:** The Respondent agrees that it will not retaliate against any person because that person: is a beneficiary from this Agreement; has provided information or assistance; or participated in any other manner in any investigation or proceeding relating to this Agreement or charge filed under Title VII of the Civil Rights Act, as amended; or opposed any practice made unlawful under Title VII of the Civil Rights Act of 1964, as amended.

KELLY J. MOSSMAN v CITY OF GRAND ISLAND
Charge No. 32E-2013-00689

- G. **Compliance with Title VII Not Waived:** Nothing in this Agreement shall be construed to limit or reduce the Respondent's obligation to fully comply with Title VII of the Civil Rights Act of 1964, as amended, or Regulations promulgated pursuant thereto.
- H. **Reporting Requirements:** The Respondent agrees to maintain such records as are necessary to demonstrate its compliance with the provisions of this Agreement and to verify the reports submitted. These records, and any other information relevant to the provisions of this Agreement, will be submitted or made available to the Commission upon request. Requests for information pursuant to this paragraph will not be made in such a manner as to impose an unreasonable burden or expense to the Respondent. The Respondent further agrees to provide the written reports under the section in this Agreement entitled "Reporting," and under Section 1. B. of this Agreement. Report of payment of damages will be furnished to:
- Equal Employment Opportunity Commission
Oklahoma City Area Office
215 Dean A. McGee Ave, Suite 524
Oklahoma City, Oklahoma 73102
ATTN:Kathy Nusz
Senior Federal Investigator
- I. **Effect on Other Charges:** This Agreement in no way affects the Commission's right to process future charges against the Respondent in accordance with standard Commission procedures, and to commence civil actions pursuant to Section 706(f) of Title VII on any such charges.
- J. **Entire Agreement and Any Amendments Must Be In Writing:** This Agreement constitutes the complete understanding between the Respondent and the Commission with respect to the matters herein. No waiver, modification or amendment of any provision of this Agreement will be effective unless made in writing and signed by the Respondent and approved by the Commission.
- K. **Breach of Agreement:** It is expressly agreed that if the Commission concludes that the Respondent has breached this Agreement, the Commission may bring an action in the appropriate federal court to enforce this Agreement or may deem conciliation to have failed and sue on the underlying charge.
- L. **Agreement Not Intended as Precedent:** The terms of this Agreement are the product of negotiation. Concepts reflected in the Agreement are not intended to be adopted for any purpose other than this Agreement.

KELLY J. MOSSMAN v CITY OF GRAND ISLAND
Charge No. 32E-2013-00689

- M. **Terms of the Agreement:** The term of the Agreement shall be two years. The term shall begin on the date that the last signatory signs the Agreement and will remain in effect May 1, 2014 to May 1, 2016, unless a dispute is pending pursuant to Section 1.N. below. If the Respondent does not initiate the remedial actions required, and is not able to substantiate that it made a good faith effort to comply with these provisions, this Agreement may be extended by the Commission for a two-year period.
- N. **Dispute Resolution:** In the event that any dispute arises between the Commission and the Respondent regarding the interpretation or application of this Agreement, or any provision thereof, the party or parties hereto, claiming a dispute shall notify the other parties in writing, and specify the factual details forming the basis of such dispute. Thereafter, the parties shall attempt within thirty (30) days to resolve the dispute. The foregoing procedures will be applicable to all such matters, except the Commission's review of the Respondent final compliance report, for which the following procedures will apply. After the last report is submitted by the Respondent, the Commission will have forty-five (45) days to evaluate the report. If the Commission believes that compliance with the Agreement is in question, the Agreement may be extended by the Commission until the substance of the issue is resolved, pursuant to the terms of this section.

2. SPECIFIC PROVISIONS

- A. **Enforcement of Policy Regarding Title VII of the Civil Rights Act of 1964, as amended:** The Respondent agrees to immediately revise any Law, Ordinance, Act of Policy, which violates Title VII of the Civil Rights Act of 1964, as amended, as set forth in the Letter of Determination, including the payment of future police retirement benefits based on gender.
- B. **Notice to be Posted as Part of this Agreement:** The Respondent agrees to sign and post a NOTICE to all employees (attached hereto as Attachment A) in conspicuous places upon all of its premises where notices and information to employees, applicants for employment, members and training are customarily posted at subject store. Such Notice shall remain posted from May 1, 2014 to May 1, 2016. The attached notice/policy outlines prohibited forms of discrimination.

KELLY J. MOSSMAN v CITY OF GRAND ISLAND
Charge No. 32E-2013-00689

3. CHARGING PARTY RELIEF

- A. Payment of Damages: Respondent agrees to pay the Charging Party's attorney fees and costs in the amount of \$715.35.

4. REPORTING

- A. Damages Payment Report: Respondent agrees to provide a report within thirty (30) days of the date of this agreement describing the manner in which the damages payment was made which will include photocopies of the check and photocopies of the Certified Mail Return Receipt signed by Charging Party or his attorney as proof of payment.
- B. Ordinance, Policy and Procedure Report: Respondent agrees to provide a copy of the revised City Ordinance, Policy and Procedure when the offending municipal ordinance is modified to comply with Title VII, with a copy of the official minutes of the City Council meeting approving the revision to the ordinance. This report will be due within thirty (30) days of the date of this agreement.

SIGNATURES

I have read the foregoing Conciliation Agreement and I accept and agree to the provisions contained therein:

Date

Respondent Representative

Date

Kelly J. Mossman, Charging Party

I recommend approval of this Conciliation Agreement:

Date

Kathy Nusz, Senior Federal Investigator

I concur in the above recommendation for approval of this Conciliation Agreement:

Approved on Behalf of the Commission

Date

Holly Waldron Cole, Director,
Oklahoma City Area Office of EEOC

ATTACHMENT "A"

NOTICE

This NOTICE is being posted as part of a Conciliation Agreement between The City of Grand Island, and the U.S. Equal Employment Opportunity Commission (EEOC).

Federal law requires that there be no discrimination against any employee or applicant for employment because of that person's race, color, religion, sex, national origin or age with respect to hiring, compensation, promotion, discharge, terms, conditions or privileges of employment or retaliation for either having opposed or complained about employment practices made unlawful by the Act. The City of Grand Island prohibits gender discrimination in any form and advises all employees to report any acts observed and in violation of company policy.

The City of Grand Island strongly supports and will comply with such Federal law in all respects, and it will not take any action against employees because they have exercised their rights under the law. Should you be retaliated against because you have opposed any practice made unlawful by Title VII, or because you had filed a charge of discrimination, testified, assisted, or participated in an investigation, proceeding, or litigation under Title VII of the Civil Rights Act of 1964, as amended, or in any other way discriminated against while employed by the City of Grand Island you may seek assistance from:

U.S. Equal Employment Opportunity Commission
Oklahoma City Area Office
215 Dean A. McGee Avenue, Suite 524
Oklahoma City, Oklahoma 73102
Telephone Number 405/231-4911

The City of Grand Island hereby reminds all of its employees that discrimination of any kind will not be tolerated.

This NOTICE will remain posted until May 1, 2016, by direction of the Equal Employment Opportunity Commission.

SIGNED _____ on this _____ day of _____, 2014.
Holly Waldron Cole, Director
Oklahoma City Area Office

The City of Grand Island Mayor/City Manager

CONCILIATION AGREEMENT

In the Matter of:

U. S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

Oklahoma City Area Office

and

SCOTT B. ARNOLD

Charging Party

and

CITY OF GRAND ISLAND

Respondent

Charge Number 32E-2013-00699

*** * ***

Charges having been filed under Title VII of the Civil Rights Act of 1964, as amended, with the U. S. Equal Employment Opportunity Commission, by the Charging Party against the Respondent, the charges having been investigated and reasonable cause having been found, the parties do resolve and conciliate this matter as follows:

SCOTT B. ARNOLD v CITY OF GRAND ISLAND
Charge No. 32E-2013-00699

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SCOTT B. ARNOLD v CITY OF GRAND ISLAND
Charge No. 32E-2013-00699

1. GENERAL PROVISIONS

- A. **Scope of Release:** Compliance with this Agreement resolves all issues between the Commission, SCOTT B. ARNOLD, (hereinafter the "Charging Party") and the CITY OF GRAND ISLAND (hereinafter the Respondent") arising out of Charge No.: 32E-2013-00699, as to the acts and practices alleged in the above referenced charge occurring prior to the date of this Agreement.
- B. **Commission May Review Compliance With Agreement:** The Respondent agrees the Commission may review compliance with this Agreement. As a part of such review the Commission may require written reports concerning compliance, may inspect the premises, examine witnesses, and examine and copy documents.
- C. **Agreement Does Not Constitute Admission of Violation:** It is understood that this Agreement does not constitute an admission by the Respondent of any violation of Title VII of the Civil Rights Act of 1964, as amended.
- D. **Charging Party's Covenant Not to Sue:** The Charging Party and the Commission hereby waive, release and covenant not to sue the Respondent with respect to the matters which were alleged in Charge No.: 32E-2013-00699, filed with the Equal Employment Opportunity Commission subject to performance by the Respondent of the promises and representations contained herein. The Commission shall determine whether the Respondent has complied with the terms of this Agreement.
- E. **All Employment Practices to be Conducted in Nondiscriminatory Manner:** The Respondent agrees that all hiring, promotion, discharge practices, and other terms and conditions of employment shall be maintained and conducted in a manner which does not discriminate on the basis of race, color, sex, religion or national origin in violation of Title VII of the Civil Rights Act of 1964, as amended. The Respondent shall maintain a workplace environment free from gender discrimination.
- F. **Retaliation Prohibited:** The Respondent agrees that it will not retaliate against any person because that person: is a beneficiary from this Agreement; has provided information or assistance; or participated in any other manner in any investigation or proceeding relating to this Agreement or charge filed under Title VII of the Civil Rights Act, as amended; or opposed any practice made unlawful under Title VII of the Civil Rights Act of 1964, as amended.

SCOTT B. ARNOLD v CITY OF GRAND ISLAND
Charge No. 32E-2013-00699

- G. **Compliance with Title VII Not Waived:** Nothing in this Agreement shall be construed to limit or reduce the Respondent's obligation to fully comply with Title VII of the Civil Rights Act of 1964, as amended, or Regulations promulgated pursuant thereto.
- H. **Reporting Requirements:** The Respondent agrees to maintain such records as are necessary to demonstrate its compliance with the provisions of this Agreement and to verify the reports submitted. These records, and any other information relevant to the provisions of this Agreement, will be submitted or made available to the Commission upon request. Requests for information pursuant to this paragraph will not be made in such a manner as to impose an unreasonable burden or expense to the Respondent. The Respondent further agrees to provide the written reports under the section in this Agreement entitled "Reporting," and under Section 1. B. of this Agreement. Report of payment of damages will be furnished to:
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- K. **Breach of Agreement:** It is expressly agreed that if the Commission concludes that the Respondent has breached this Agreement, the Commission may bring an action in the appropriate federal court to enforce this Agreement or may deem conciliation to have failed and sue on the underlying charge.
- L. **Agreement Not Intended as Precedent:** The terms of this Agreement are the product of negotiation. Concepts reflected in the Agreement are not intended to be adopted for any purpose other than this Agreement.

SCOTT B. ARNOLD v CITY OF GRAND ISLAND
Charge No. 32E-2013-00699

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SCOTT B. ARNOLD v CITY OF GRAND ISLAND
Charge No. 32E-2013-00699

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- A. Payment of Damages: Respondent agrees to pay the Charging Party's attorney fees and costs in the amount of \$715.35.

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SIGNATURES

I have read the foregoing Conciliation Agreement and I accept and agree to the provisions contained therein:

Date

Respondent Representative

Date

Scott B. Arnold, Charging Party

I recommend approval of this Conciliation Agreement:

Date

Kathy Nusz, Senior Federal Investigator

I concur in the above recommendation for approval of this Conciliation Agreement:

Approved on Behalf of the Commission

Date

Holly Waldron Cole, Director,
Oklahoma City Area Office of EEOC

ATTACHMENT "A"

NOTICE

This NOTICE is being posted as part of a Conciliation Agreement between The City of Grand Island, and the U.S. Equal Employment Opportunity Commission (EEOC).

Federal law requires that there be no discrimination against any employee or applicant for employment because of that person's race, color, religion, sex, national origin or age with respect to hiring, compensation, promotion, discharge, terms, conditions or privileges of employment or retaliation for either having opposed or complained about employment practices made unlawful by the Act. The City of Grand Island prohibits gender discrimination in any form and advises all employees to report any acts observed and in violation of company policy.

The City of Grand Island strongly supports and will comply with such Federal law in all respects, and it will not take any action against employees because they have exercised their rights under the law. Should you be retaliated against because you have opposed any practice made unlawful by Title VII, or because you had filed a charge of discrimination, testified, assisted, or participated in an investigation, proceeding, or litigation under Title VII of the Civil Rights Act of 1964, as amended, or in any other way discriminated against while employed by the City of Grand Island you may seek assistance from:

U.S. Equal Employment Opportunity Commission
Oklahoma City Area Office
215 Dean A. McGee Avenue, Suite 524
Oklahoma City, Oklahoma 73102
Telephone Number 405/231-4911

The City of Grand Island hereby reminds all of its employees that discrimination of any kind will not be tolerated.

This NOTICE will remain posted until May 1, 2016, by direction of the Equal Employment Opportunity Commission.

SIGNED _____ on this _____ day of _____, 2014.

Holly Waldron Cole, Director
Oklahoma City Area Office

Mayor/City Manager

The City of Grand Island

RESOLUTION 2014-137

WHEREAS, Grand Island Police Captain Kerry S. Mehlin, Sergeants Jerry L. Atwell and Danny D. Dubbs, and Officers Kelly J. Mossman and Scott B. Arnold filed complaints against the City of Grand Island with the United States Equal Employment Opportunity Commission alleging they would suffer gender discrimination when their pension benefits would be calculated in the future; and

WHEREAS, on March 25, 2014 the Grand Island City Council approved Ordinance 9477 setting forth a gender neutral formula for calculating public safety pensions; and

WHEREAS, the City Legal Department negotiated Conciliation Agreements with the aforementioned persons; and

WHEREAS, the terms of those Conciliation Agreements included the City paying a total of Three Thousand, Five Hundred, Seventy-Six Dollars and Seventy-Five Cents (\$3,576.75) representing the total of individual payments to the aforementioned persons in the amount of Seven Hundred, Fifteen Dollars and Thirty-Five Cents (\$715.35) for attorney's fees; and

WHEREAS, the City Legal Department and Administration believes the Conciliation Agreements are in the best interests of the parties involved and recommends approval of such.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City approve the five separate Conciliation Agreements in the matters of *Atwell, Mehlin, Dubbs, Mossman, and Arnold v. City of Grand Island* (U.S. Equal Employment Opportunity Commission – 32E-2013-00656, 32E-2013-00657, 32E-2013-00663, 32E-2013-00689, and 32E-2013-00699 respectively) and disburse a total of Three Thousand, Five Hundred, Seventy-Six Dollars and Seventy-Five Cents (\$3,576.75) representing the total of individual payments to the aforementioned persons in the amount of Seven Hundred, Fifteen Dollars and Thirty-Five Cents (\$715.35) for attorney's fees pursuant to the terms of the Conciliation Agreements.

That the Mayor is authorized to execute on behalf of the City the aforementioned Conciliation Agreements.

- - -

Approved as to Form	☐ _____
May 23, 2014	☐ City Attorney

Adopted by the City Council of the City of Grand Island, Nebraska, May 27, 2014.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, May 27, 2014

Council Session

Item J-1

Approving Payment of Claims for the Period of May 14, 2014 through May 27, 2014

*The Claims for the period of May 14, 2014 through May 27, 2014 for a total amount of \$3,676,960.82.
A MOTION is in order.*

Staff Contact: Jaye Monter, Finance Director



City of Grand Island

Tuesday, May 27, 2014

Council Session

Item X-1

Strategy Session with Respect to Threatened Litigation

The City Council may hold a closed or Executive Session as permitted by Neb. Rev. Stat. Sec. 84-1410. Closed sessions may be held for, but shall not be limited to such reasons as:

- 1. Protection of the public interest.*
- 2. Needless injury to the reputation of an individual.*
- 3. Strategy sessions with respect to*
 - a. collective bargaining,*
 - b. real estate purchases,*
 - c. pending litigation, or*
 - d. imminent or threatened litigation.*
- 4. Discussion regarding deployment of security personnel or devices.*
- 5. For the Community Trust created under Sec. 81-1801.02, discussion regarding the amounts to be paid to individuals who have suffered from a tragedy of violence or natural disaster.*

Staff Contact: Robert J. Sivick, City Attorney