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# City of Grand Island



**Tuesday, May 27, 2008**

## **Council Session Packet**

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### **City Council:**

**Tom Brown**  
**Larry Carney**  
**John Gericke**  
**Peg Gilbert**  
**Joyce Haase**  
**Robert Meyer**  
**Mitchell Nickerson**  
**Bob Niemann**  
**Kirk Ramsey**  
**Jose Zapata**

### **Mayor:**

**Margaret Hornady**

### **City Administrator:**

**Jeff Pederson**

### **City Clerk:**

**RaNae Edwards**

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

## **Call to Order**

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

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

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**Invocation - Pastor Scott Jones, Third City Christian Church, 4100 West 13th Street**

**Pledge of Allegiance**

**Roll Call**

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

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

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

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

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### **MAYOR COMMUNICATION**

This is an opportunity for the Mayor to comment on current events, activities, and issues of interest to the community.



# City of Grand Island

Tuesday, May 27, 2008

Council Session

## Item E1

**Public Hearing on Request from M-Z Corporation dba J-Boys  
Seven Seas Lounge, 2332 North Broadwell Avenue for an Addition  
to Class "C-13059" Liquor License**

Staff Contact: RaNae Edwards

# **Council Agenda Memo**

**From:** RaNae Edwards, City Clerk

**Meeting:** May 27, 2008

**Subject:** Public Hearing on Request from M-Z Corporation dba J-Boys Seven Seas Lounge, 2332 North Broadwell Avenue for an Addition to Class “C-13059” Liquor License

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

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

## **Background**

M-Z Corporation dba J-Boys Seven Seas Lounge, 2332 North Broadwell Avenue has submitted an application for an addition to their Class “C-13059” Liquor License. The request includes an area of approximately 25’ x 8’ to be added to the west side of the existing building. (See attached drawing.)

## **Discussion**

Chapter 2, Section 012.07 of the Nebraska Liquor Control Commission Rules and Regulations define “Beer garden” as “an outdoor area included in licensed premises, which is used for the service and consumption of alcoholic liquors, and which is contained by a fence or wall preventing the uncontrolled entrance or exit of persons from the premises, and preventing the passing of alcoholic liquors to persons outside the premises” City Council action is required and forwarded to the Nebraska Liquor Control Commission for issuance of all licenses. This application has been reviewed by the Clerk, Building, Fire, and Health Departments.

## **Alternatives**

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

1. Approve the application.
2. Forward to the Nebraska Liquor Control Commission with no recommendation.

3. Forward to the Nebraska Liquor Control Commission with recommendations.
4. Deny the application.

### **Recommendation**

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

### **Sample Motion**

Move to approve the application for a 25' x 8' addition from M-Z Corporation dba J-Boys Seven Seas Lounge, 2332 North Broadwell Avenue, Liquor License "C-13059" contingent upon final inspections.

RECEIVED

MAY 08 2008

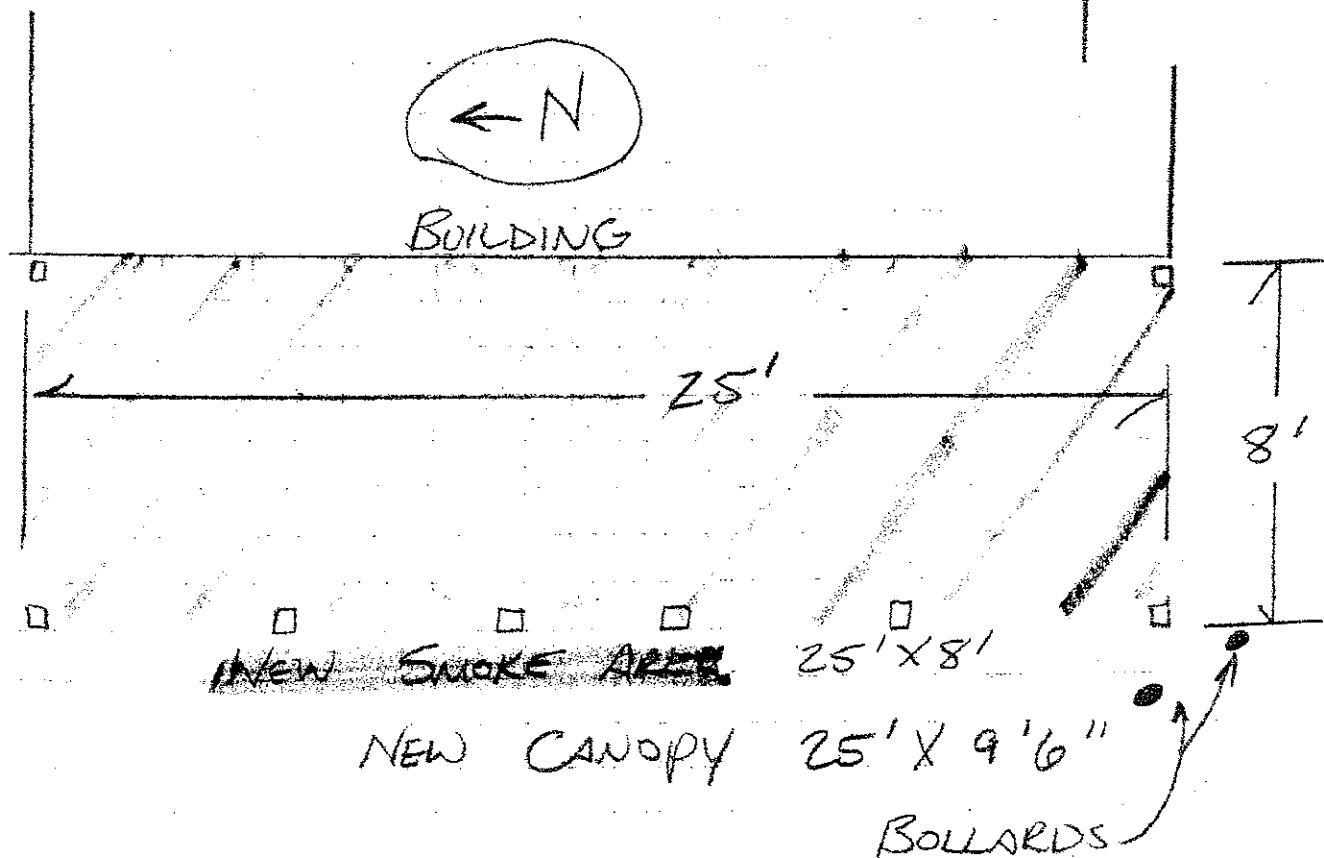
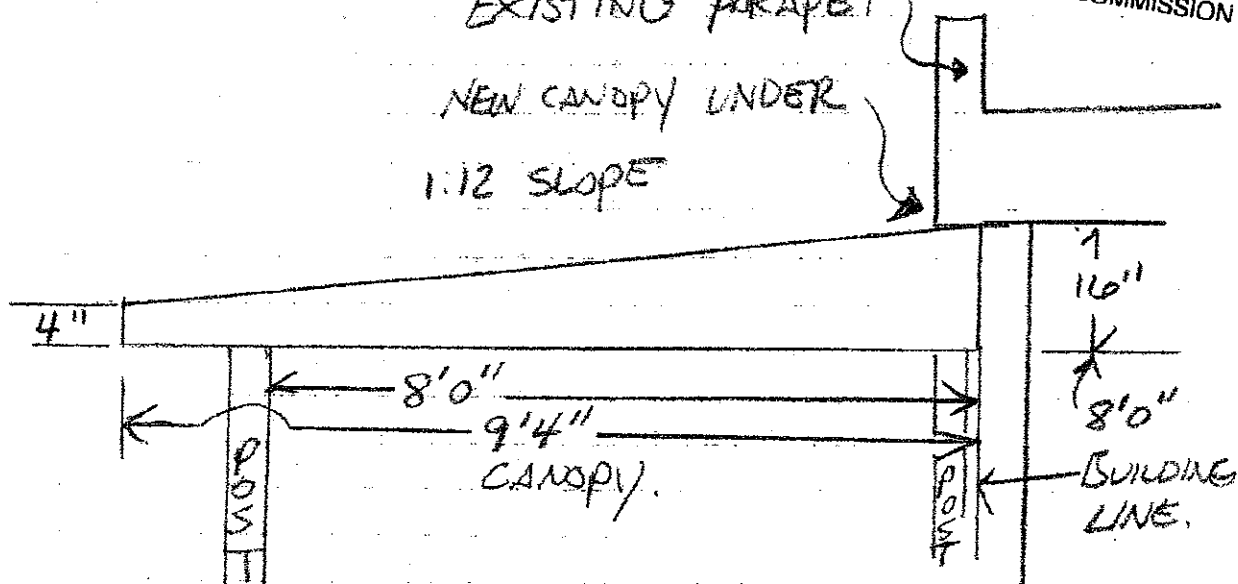
NEBRASKA LIQUOR  
CONTROL COMMISSION

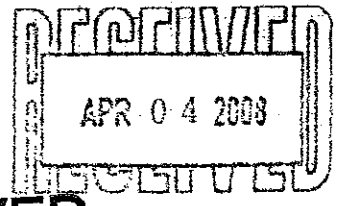
RECEIVED

APR 30 2008

NEBRASKA LIQUOR  
CONTROL COMMISSION

EXISTING PARAPET  
NEW CANOPY UNDER  
1:12 SLOPE





RECEIVED

J-Boys

2332 N BROADWELL

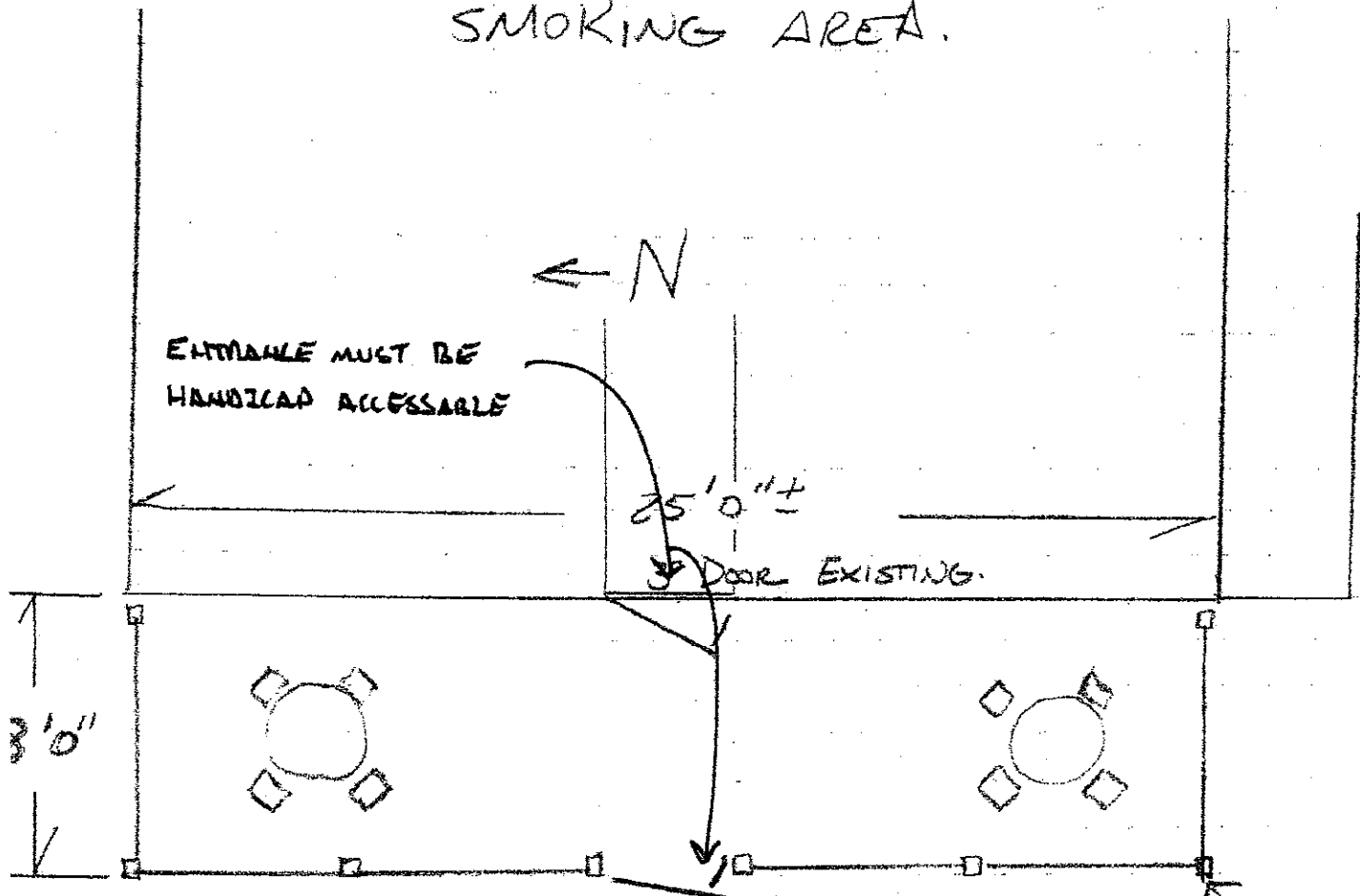
MAY 08 2003  
NEBRASKA LIQUOR  
CONTROL COMMISSION

RECEIVED

APR 30 2003

NEBRASKA LIQUOR  
CONTROL COMMISSION

ADDITION FOR EXTERIOR  
SMOKING AREA.

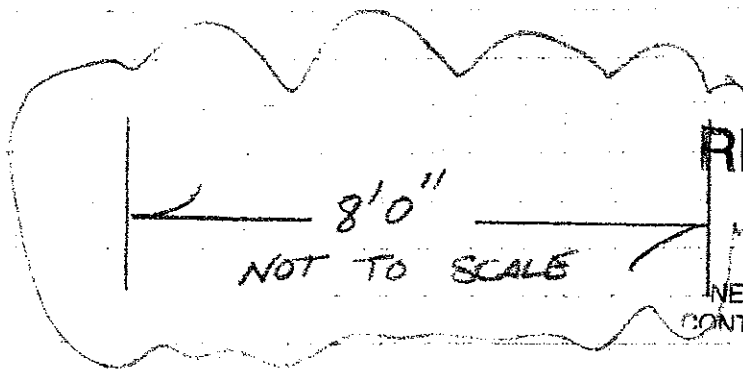


CONSULT NEBRASKA CENTRAL DISTRICT  
HEALTH DEPARTMENT ON SMOKING PANIC BAR  
AREA REQUIREMENTS. TO VERIFY  
COMPLIANCE.

THESE PLANS HAVE BEEN REVIEWED FOR BASIC  
CODE COMPLIANCE AND ARE APPROVED FOR  
CONSTRUCTION PURPOSES SUBJECT TO ALL  
REQUIRED INSPECTIONS & NOTES ON PLANS  
& PERMIT. BY SEBASTIAN DATE 4-8-03

RECEIVED  
RECEIVED  
APR 30 2000

MAY 08 2000 NEBRASKA LIQUOR  
CONTROL COMMISSION  
NEBRASKA LIQUOR  
CONTROL COMMISSION



FABRIC ROOF.

ALUMINUM FRAME

1st  
8 ft.

4" X 4" STEEL POST  
12 ga.

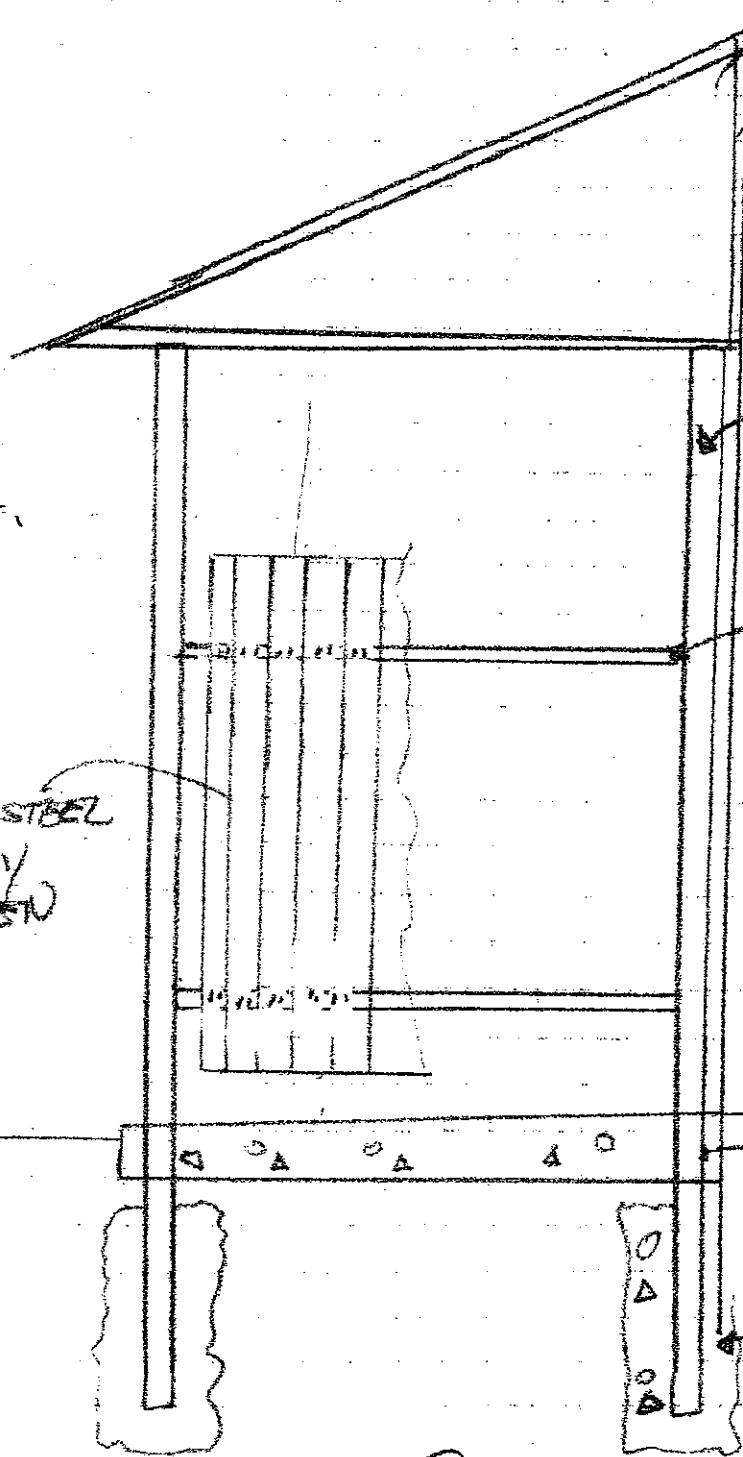
2" X 4" STEEL TUBE  
12 ga.

WOOD  
OVER STEEL  
PRIVACY  
SCREEN

EXIST BUILDING

NEW CONC. FLOOR

3'0" BURY/CONC.



DRAWN SECTION





# **City of Grand Island**

**Tuesday, May 27, 2008**

**Council Session**

## **Item E2**

**Public Hearing Concerning Acquisition of Utility Easement -  
Between 2777 N. Broadwell Avenue and 204 E. Roberts -  
Agricultural Services**

**Staff Contact:**

# **Council Agenda Memo**

**From:** Robert H. Smith, Asst. Utilities Director

**Meeting:** May 27, 2008

**Subject:** Acquisition of Utility Easement – Between 2777 N. Broadwell Ave. and 204 E. Roberts – Agricultural Services

**Item #'s:** E-2 & G-5

**Presenter(s):** Robert H. Smith, Asst. 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 Agricultural Services located between Agricultural Services at 2777 N. Broadwell Avenue and McCain Foods, 204 East Roberts Street, 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**

This easement will be used to provide electrical service to a new pumping station and tanks now under construction by Agricultural Services. The easement will contain the primary underground cable and pad-mounted transformer.

## **Alternatives**

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

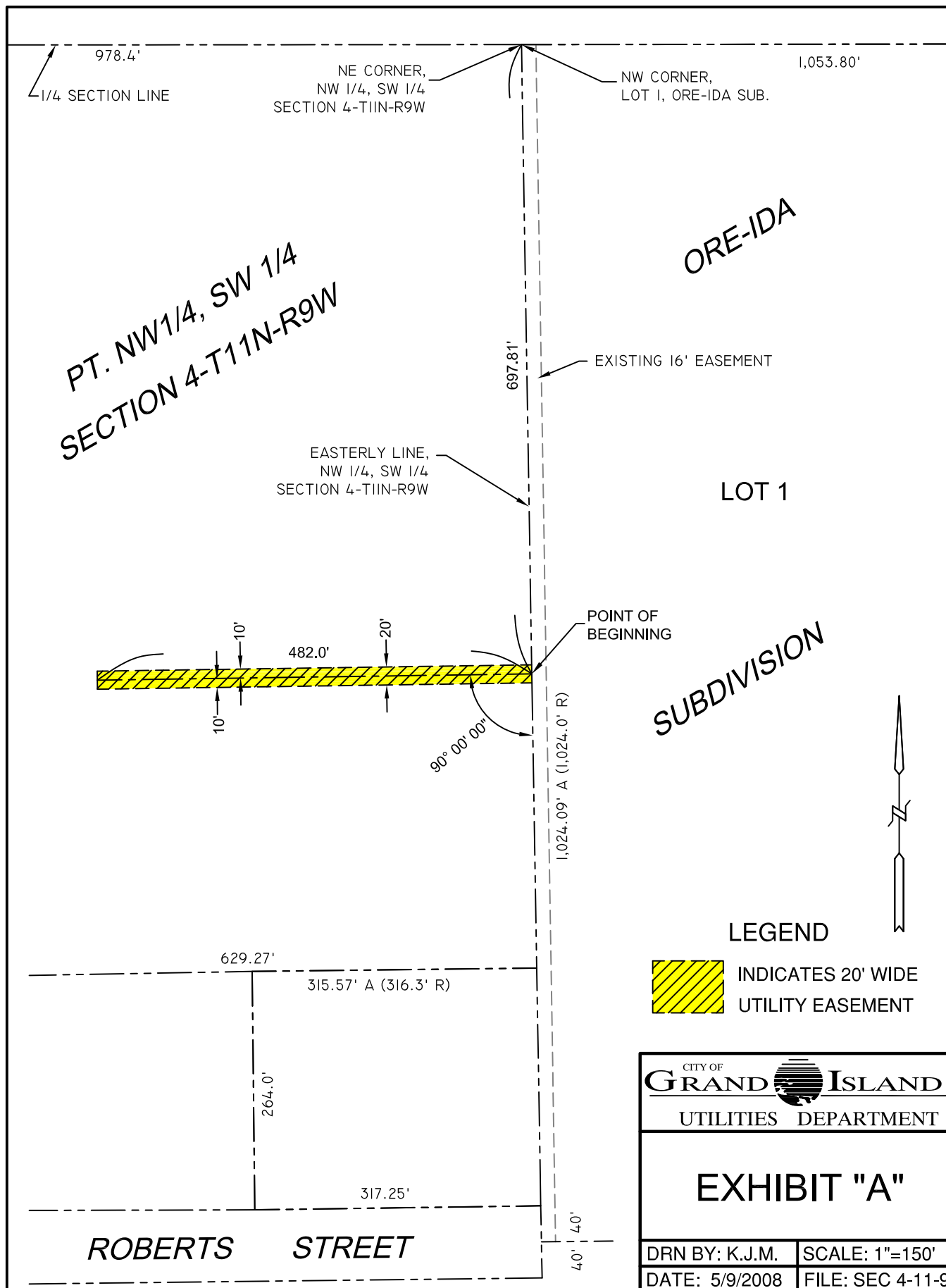
1. Make a motion to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

## **Recommendation**

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

## **Sample Motion**

Move to approve acquisition of the Utility Easement.





# **City of Grand Island**

**Tuesday, May 27, 2008**

**Council Session**

## **Item E3**

**Public Hearing Concerning Acquisition of Utility Easement -  
Northwest of 3135 E. Hwy. 30 - Elite 8 Trucking (Michael Graham)**

**Staff Contact: Gary R. Mader**

# **Council Agenda Memo**

**From:** Robert H. Smith, Asst. Utilities Director

**Meeting:** May 27, 2008

**Subject:** Acquisition of Utility Easement – Northwest of 3135 E. Highway 30 – Elite 8 Trucking (Michael Graham)

**Item #'s:** E-3 & G-6

**Presenter(s):** Robert H. Smith, Asst. 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 Michael Graham, located northwest of 3135 E. Highway 30 – Elite 8 Trucking, 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**

This easement will be used to locate underground primary electric cable and a pad-mounted transformer to provide electrical service to a new truck repair facility.

## **Alternatives**

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

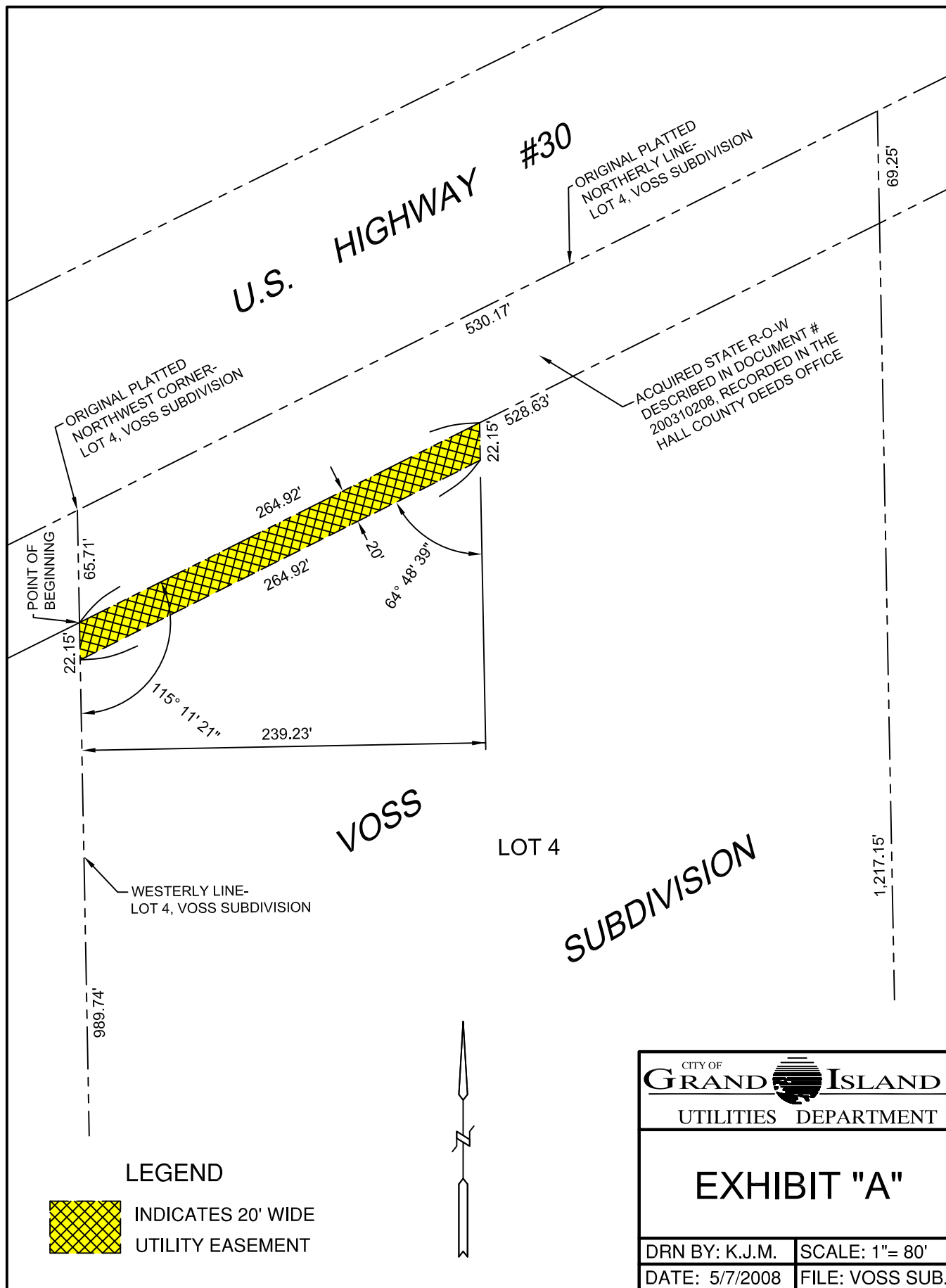
1. Make a motion to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

## **Recommendation**

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

## **Sample Motion**

Move to approve acquisition of the Utility Easement.





# City of Grand Island

Tuesday, May 27, 2008

Council Session

## Item E4

**Public Hearing Concerning Rezoning Northview II, Lots 1-11,  
Block 1, from R1 Suburban Residential, R2 Low Density  
Residential, to R3 Medium Density Residential**

Staff Contact: Chad Nabity

# **Council Agenda Memo**

**From:** Regional Planning Commission

**Meeting:** May 27, 2008

**Subject:** Change of Zoning (Lots 1-11, Block 1, Northview Second Subdivision)

**Item #'s:** E-4 & F-1

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

## **Background**

This is an application requesting to change the zoning for lots 1 to 11 of Block 1 of Northview Second Subdivision from R1 Suburban Density Residential Zone, and R2 Low Density Residential Zone to R3 Medium Density Residential Zone. The subject property is located west of North Road on Anne Marie Avenue. The stated purpose of this request is to build townhouse or condominium units on the property. This will reduce the required property per unit from 6000 square feet to 3000 square feet. A copy of the staff report to the Planning Commission is attached.

## **Discussion**

The application requesting to change the zoning for lots 1 to 11 of Block 1 of Northview Second Subdivision from R1 Suburban Density Residential Zone, and R2 Low Density Residential Zone to R3 Medium Density Residential Zone. The request was considered by the Regional Planning Commission following a public hearing held at the May 7, 2008 meeting. A motion was made by Ruge and seconded by Haskins to recommend approval for the application requesting to change the zoning for lots 1 to 11 of Block 1 of Northview Second Subdivision from R1 Suburban Density Residential Zone, and R2 Low Density Residential Zone to R3 Medium Density Residential Zone.

A roll call vote was taken and the motion passed with 9 members present (Miller, Amick, O'Neill, Ruge, Hayes, Reynolds, Haskins, Eriksen, Snodgrass ) voting in favor and no member present abstaining.



## **Alternatives**

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

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

## **Recommendation**

City Administration recommends that the Council approve the zoning change as presented.

## **Sample Motion**

Move to approve as recommended.

## Agenda Item 5

### PLANNING DIRECTOR RECOMMENDATION TO REGIONAL PLANNING

#### COMMISSION:

April 16, 2008

**SUBJECT:** *Rezoning Request C-14-2008GI*

**PROPOSAL:** To change the zoning for lots 1 to 11 of Block 1 of Northview Second Subdivision from R1 Suburban Density Residential Zone, and R2 Low Density Residential Zone to R3 Medium Density Residential Zone. The subject property is located west of North Road on Anne Marie Avenue. The stated purpose of this request is to build townhouse or condominium units on the property. This will reduce the required property per unit from 6000 square feet to 3000 square feet.

#### OVERVIEW:

##### Site Analysis

*Current zoning designation:*

R1-Suburban Density Residential  
R2 Low Density Residential Zone

*Permitted and conditional uses:*

R1 residential uses at a density of 4 units per acre; Churches, Parks and Schools  
R2 residential uses at a density of 7 units per acre; Churches, Parks and Schools.

*Comprehensive Plan Designation:*

Low to Medium Density Residential

*Existing land uses:*

vacant residential lots

*Site constraints:*

Access from North Road is limited.

##### Adjacent Properties Analysis

*Current zoning designations:*

**North and East:** B2 General Business

**South:** R2 Medium Density Residential

**West:** R1 Suburban Density Residential

*Permitted and conditional uses:*

R2 residential uses at a density of 7 units per acre; Churches, Parks and Schools.  
R1: residential uses at a density of 4 units per acre; Churches, Parks and Schools.  
B2: General service, retail and wholesale commercial uses including outdoor sales, Billboards

*Comprehensive Plan Designation:*

**North and East:** Commercial/

**South and West:** Low to Medium Density Residential

*Existing land uses:*

**North and East:** vacant ground, farm ground

**South:** Houses, Northwest High School

**West:** vacant residential lots

## **EVALUATION:**

The proposed rezoning is consistent with the comprehensive plan. The comprehensive plan would allow up to medium density residential (R3) at this location. The proposed housing would provide a buffer between potential commercial uses and the lower density residential planned to the south and west. As markets changes during the course of a development it is sometimes advantageous to change the original plan for a subdivision. This change is not significant but would allow the developers to capture a market they feel exists within the City.

### **Positive Implications:**

- *Consistent with intent of the City's Comprehensive Plan:* The City's 2004 Comprehensive Plan has designated this site for Commercial uses. Rezoning this property to R3-Medium Density Residential is consistent with the Comprehensive Plan
- *Compatible with adjacent land uses:* The R3 zone is an appropriate buffer for the planned and existing uses on surrounding properties.

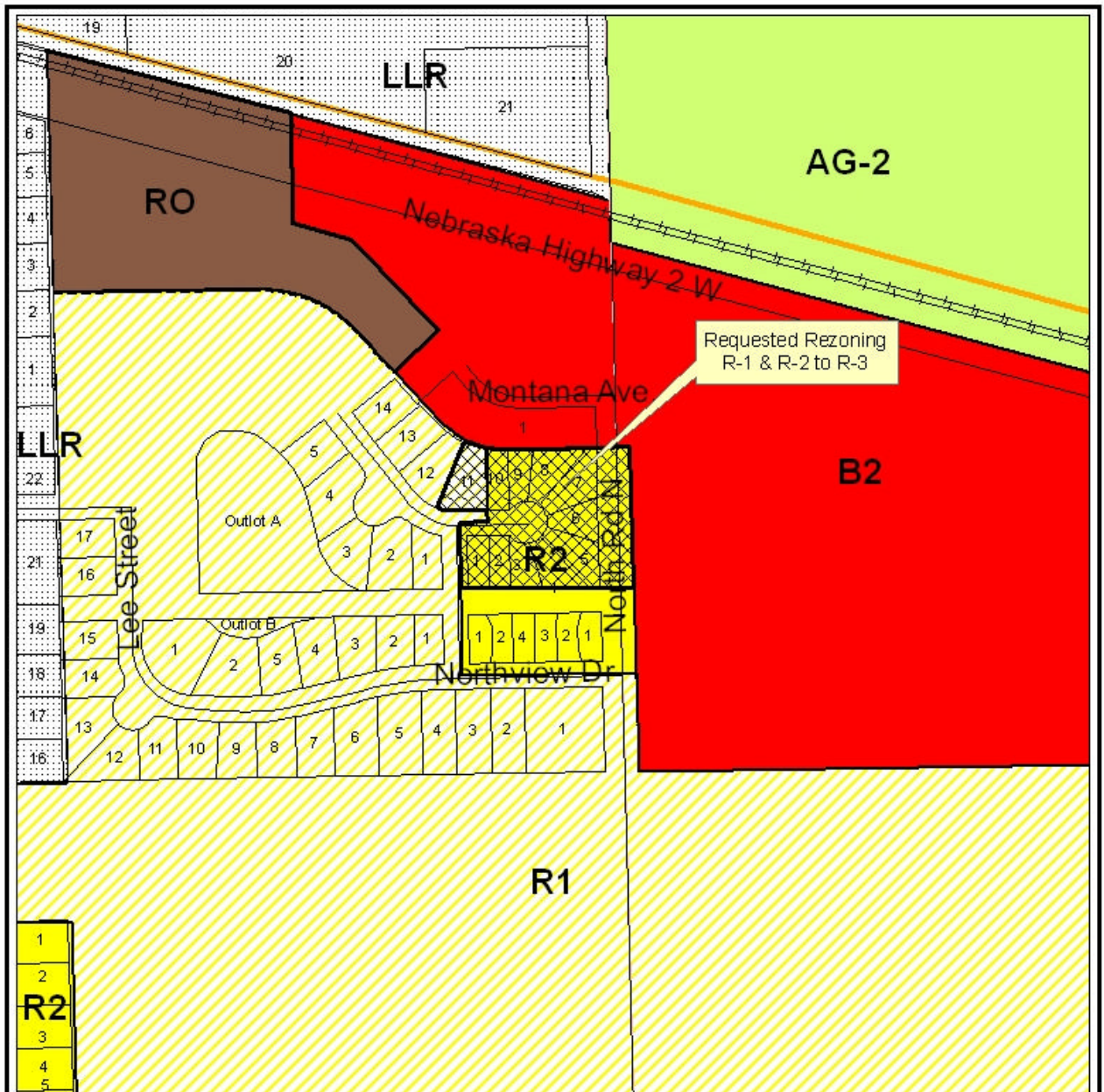
### **Negative Implications:**

- *No negative implications foreseen.*




## **RECOMMENDATION:**

That the Regional Planning Commission recommends that the Grand Island City Council **approve** this request to amend the rezoning from R1-Suburban Density Residential and R2 Low Density Residential to R3 Medium Density Residential as presented.

\_\_\_\_\_ Chad Nabity AICP, Planning Director



# Requested Zoning

-  From R1 : Suburban Residential Zone
-  And R2 : Low Density Residential Zone
-  To R3 : Medium Density Residential Zone



Scale : NONE  
C-14-2008GI



CITY OF LINCOLN, NEBRASKA  
DEPARTMENT OF PLANNING AND DEVELOPMENT  
1001 J STREET, SUITE 200  
LINCOLN, NEBRASKA 68502



# **City of Grand Island**

**Tuesday, May 27, 2008**

**Council Session**

## **Item E5**

**Public Hearing on Solid Waste Disposal Facilities Revenue Bonds  
for JBS Swift & Company (Microgy Grand Island, LLC Project)**

Staff Contact: Dale Shotkoski, David Springer

# **Council Agenda Memo**

**From:** Dale Shotkoski, City Attorney  
Dave Springer, Finance Director

**Meeting:** May 27, 2008

**Subject:** Public Hearing on Proposed Issuance of Tax-Exempt  
Industrial Development Revenue Bonds for Microgy Grand  
Island, LLC

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

**Presenter(s):** Dale Shotkoski, City Attorney  
Dave Springer, Finance Director

## **Background**

On February 26, 2008, council approved the intent for the City of Grand Island to issue its industrial development revenue bonds, as authorized by Nebraska statutes, for the purpose of defraying the cost of acquisition, construction and equipping of certain solid waste disposal and biogas manufacturing facilities to be operated by Microgy at the Swift & Company beef processing facility in Grand Island.

## **Discussion**

The proposed Microgy facility, together with an additional holding pond, currently under construction at Swift, are intended to help reduce the flow and the solids content to our WWTP and provide an environmental friendly generation of biogas to be used in their facility. The Microgy facility meets the criteria for the issuance of these Industrial Development Revenue Bonds. These would be limited obligations of the City payable solely from payments made by the Company under a lease agreement with the City and will not constitute a liability to the City, nor would they be payable from any tax source. As required by law, this public hearing provides an opportunity for persons wishing to comment on this subject and will be followed at a later date with an ordinance for council's consideration.

## **Recommendation**

City Administration recommends that the Council conduct a public hearing on the issuance of Tax-Exempt Industrial Development Revenue Bonds to finance the Microgy Grand Island, LLC facility.

**NOTICE TO PUBLIC  
NOTICE OF PUBLIC HEARING  
ABOUT THE CITY OF GRAND ISLAND, NEBRASKA  
SOLID WASTE DISPOSAL FACILITIES REVENUE BONDS  
(MICROGY GRAND ISLAND, LLC PROJECT)  
SERIES 2008**

Notice is hereby given by The City of Grand Island, Nebraska of a public hearing to be held by the City Council at 7:00 p.m. on May 27, 2008 in the Council Chambers, City Hall, 100 East First Street, Grand Island, Nebraska. The subject of the hearing is the advisability of the proposed issuance pursuant to a plan of financing of one or more series of industrial development revenue bonds (the "Bonds") in the aggregate principal amount of up to \$10,000,000 by The City of Grand Island, Nebraska, pursuant to the provisions of the Nebraska Industrial Development Act, Reissue Revised Statutes of Nebraska, 1997, Sections 13-1101 et seq., as amended. The proceeds of the Bonds will be used to defray all or a portion of the cost of acquiring, constructing, improving and equipping a project composed of certain industrial solid waste disposal facilities for Microgy Grand Island, LLC at the JBS Swift & Company beef processing facility located at 555 S. Stuhr Road, Grand Island, Nebraska.

Such facilities will be leased by Microgy Grand Island, LLC from the City pursuant to a Lease Agreement under which the City will make available to Microgy Grand Island, LLC the proceeds from the sale of the Bonds in return for lease payments from Microgy Grand Island, LLC sufficient to pay the principal of, premium, if any, and interest on the Bonds as the same fall due.

The Bonds, if issued, and the interest thereon will be limited obligations of the City payable solely from the revenues derived from the Lease Agreement and other security arrangements, if any. The Bonds and the interest thereon will not constitute nor give rise to a pecuniary liability of the City or a charge against its general credit or taxing powers and will not be payable from any tax sources.

Following such public hearing on May 27 or at a later meeting, the City Council will consider for adoption an ordinance granting public approval to such proposed issuance of Bonds, for the purpose of complying with Section 147(f) of the Internal Revenue Code of 1986, as amended.

Persons wishing to make comments in writing about the proposed Bonds and related project shall do so in advance of the commencement of the public hearing on May 27, 2008 to the City of Grand Island, Nebraska, c/o Ms. RaNae Edwards, City Clerk, City Hall, 100 East First Street, Grand Island, Nebraska 68802.

CITY OF GRAND ISLAND, NEBRASKA

\_\_\_\_\_  
City Clerk

Dated: May 12, 2008



# City of Grand Island

Tuesday, May 27, 2008

Council Session

## Item F1

**#9169 - Consideration of Rezoning Northview II, Lots 1-11, Block 1, from R1 Suburban Residential, R2 Low Density Residential, to R3 Medium Density Residential**

*This item relates to the aforementioned Public Hearing Item E-4.*

Staff Contact: Chad Nabity



ORDINANCE NO. 9169

An ordinance rezoning a certain tract of land within the zoning jurisdiction of the City of Grand Island; changing the land use classification of a tract of land comprising Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9) and Ten (10), and Eleven (11) Block One (1) inclusive, all in Northview Second Subdivision in the City of Grand Island, Hall County, Nebraska, from R1 Suburban Density Residential Zone and R2 Low Density Residential Zone to R3 Medium Density Residential Zone, directing the such zoning change and classification be shown on the Official Zoning Map of the City of Grand Island; amending the zoning map pursuant to Chapter 36; and providing for publication and an effective date of this ordinance.

WHEREAS, the Regional Planning Commission on May 7, 2008, held a public hearing and made a recommendation on the proposed zoning of such area; and

WHEREAS, notice as required by Section 19-923, R.R.S. 1943, has been given to the Boards of Education of the school districts in Hall County, Nebraska; and

WHEREAS, after public hearing on May 27, 2008, the City Council found and determined the change in zoning be approved and made.

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

SECTION 1. The following tract of land is hereby rezoned, reclassified and changed from R1 Suburban Density Residential Zone and R2 Low Density Residential Zone to R3 Medium Density Residential Zone :

Lots One (1) through Eleven (11), Block 1 inclusive, all in Northview Second Subdivision in the City of Grand Island, Hall County, Nebraska.

ORDINANCE NO. 9169

SECTION 2. That the Official Zoning Map of the City of Grand Island, Nebraska, as established by Section 36-51 of the Grand Island City Code be, and the same is, hereby ordered to be changed, amended, and completed in accordance with this ordinance.

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

Enacted: May 27, 2008.

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Margaret Hornady, Mayor

Attest:

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RaNae Edwards, City Clerk



# **City of Grand Island**

**Tuesday, May 27, 2008**

**Council Session**

## **Item F2**

**#9170 - Consideration of Amending Salary Ordinance**

**Staff Contact: Brenda Sutherland**

# **Council Agenda Memo**

**From:** Brenda Sutherland, Human Resources Director

**Meeting:** May 27, 2008

**Subject:** Amending Salary Ordinance

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

**Presenter(s):** Brenda Sutherland, Human Resources Director

## **Background**

The salary ordinance for employees of the City of Grand Island comes before Council when changes are necessary.

## **Discussion**

City staff has recently concluded negotiations with the employees represented by the Fraternal Order of Police #24 more commonly referred to as the FOP. Negotiations have been ongoing for over a year with agreement recently being reached. The FOP represents seventy-one (71) sworn police officers and sergeants. The wages presented in the salary ordinance represent wages negotiated by the City and the FOP. Police officer wages are recommended to increase by 3.75% and police sergeant by 5.75%. In addition, a change to the limit and payout of medical leave was negotiated and the new limit for accrued medical leave is 1,080 hours of which 37.5% shall be paid out at retirement or 50% due to death in the line of duty. The allowance for uniform has a negotiated change from \$50 per month to \$25 per pay period.

The City is reserving its right to implement its right to the full utilization of the 207(k) FSLA exemption. For purposes of calculating overtime, the pay period shall run concurrently with the City's payroll cycle and be calculated on a 14 day pay period.

Three other areas of housekeeping in the salary ordinance are: 1.) The renaming of the Assistant Public Works Director to the Manager of Engineering Services; 2.) Correction of a typo on the top wage of the Firefighter EMT scale to accurately represent the negotiated wage in the labor agreement; and 3.) Adjust the position of Biosolids Technician so that it properly aligns in the Wastewater division.

## **Alternatives**

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

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

## **Recommendation**

City Administration recommends that the Council approve Salary Ordinance No. 9170.

## **Sample Motion**

Move to approve Salary Ordinance No. 9170.

## ORDINANCE NO. 9170

An ordinance to amend Ordinance 9156 known as the Salary Ordinance which lists the currently occupied classifications of officers and employees of the City of Grand Island, Nebraska and established the ranges of compensation of such officers and employees; ~~to add the bargaining agreement for the IBEW WWTP; to amend the salary range of the Waste Water Plant Chief Operator, and to remove Maintenance Worker I WWTP; to remove Maintenance Worker II WWTP and replace it with Maintenance Worker WWTP; to remove Maintenance Worker Shooting Range, and to add the salary range for Shooting Range Operator; to remove Assistant Public Works Director and replace it with Manager of Engineering Services; to amend the salary ranges for the FOP labor agreement; to correct the salary range of Firefighter/EMT; and to adjust the salary range for Biosolids Technician; and~~ to repeal those portions of Ordinance No. 9156 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 contract) to be paid for such classifications, and the number of hours and work period which certain officers and general employees shall work prior to overtime eligibility are as follows:

<b>Classification</b>	<b>Bi-Weekly Pay Range Min/Max</b>	<b>Overtime Eligibility</b>
Accountant	1558.61/2193.83	Exempt
Accounting Technician – Solid Waste, Streets	1053.92/1483.06	40 hrs/week
Administrative Assistant	1137.90/1602.11	40 hrs/week
Assistant to the City Administrator	1483.44/2088.45	Exempt

Approved as to Form	<input checked="" type="checkbox"/> _____
May 22, 2008	<input checked="" type="checkbox"/> City Attorney

ORDINANCE NO. 9170 (Cont.)

<b>Classification</b>	<b>Bi-Weekly Pay Range Min/Max</b>	<b>Overtime Eligibility</b>
<del>Assistant Public Works Director</del>	<del>2159.01/3037.57</del>	<del>Exempt</del>
Assistant Utility Director – Administration	2896.69/4076.27	Exempt
Assistant Utility Director – PGS & PCC	3137.79/4415.74	Exempt
Attorney	2073.17/2917.27	Exempt
Audio-Video Technician	1075.04/1512.69	40 hrs/week
Biosolids Technician	<del>1226.69/1726.77</del> <u>1281.89/1804.47</u>	40 hrs/week
Building Department Director	2363.43/3324.37	Exempt
Building Inspector	1364.31/1919.54	40 hrs/week
Building Secretary	962.98/1354.57	40 hrs/week
Cemetery Superintendent	1412.00/1987.87	Exempt
City Administrator	3824.06/5381.58	Exempt
City Attorney	2761.31/3886.29	Exempt
City Clerk	1587.03/2233.34	Exempt
Civil Engineering Manager – Public Works Engineering	2103.36/2960.78	Exempt
Civil Engineering Manager – Utility PCC	2313.37/3256.91	Exempt
Collection System Supervisor	1455.49/2048.29	40 hrs/week
Communications Specialist/EMD	993.66/1401.65	40 hrs/week
Community Development Administrator	1200.32/1688.99	Exempt
Community Service Officer	855.50/1203.42	40 hrs/week
Custodian	855.02/1206.56	40 hrs/week
Electric Distribution Superintendent	2316.89/3259.62	Exempt
Electric Distribution Supervisor	1957.37/2753.29	40 hrs/week
Electric Underground Superintendent	2063.23/2903.10	Exempt
Electrical Engineer I	1892.82/2664.80	Exempt
Electrical Engineer II	2193.88/3087.91	Exempt
Electrical Inspector	1364.31/1919.54	40 hrs/week
Emergency Management Coordinator	955.73/1344.42	40 hrs/week
Emergency Management Deputy Director	1523.71/2144.11	Exempt
Emergency Management Director	2168.54/3051.38	Exempt
EMS Division Chief	1843.13/2593.37	Exempt
Engineering Technician	1367.46/1923.98	40 hrs/week

ORDINANCE NO. 9170 (Cont.)

<b>Classification</b>	<b>Bi-Weekly Pay Range Min/Max</b>	<b>Overtime Eligibility</b>
Engineering Technician Supervisor	1563.01/2200.14	Exempt
Equipment Operator, Solid Waste	1166.02/1642.08	40 hrs/week
Evidence Technician	855.50/1203.42	40 hrs/week
Finance Director	2751.86/3872.46	Exempt
Finance Secretary	962.98/1354.57	40 hrs/week
Fire Chief	2507.23/3527.14	Exempt
Fire Operations Division Chief	1983.85/2791.37	Exempt
Fire Prevention Division Chief	1843.13/2593.37	Exempt
Fire Training Division Chief	1843.13/2593.37	Exempt
Fleet Services Superintendent	1571.63/2212.95	Exempt
Fleet Services Supervisor	1309.48/1842.74	40 hrs/week
Golf Course Superintendent	1758.77/2474.87	Exempt
Grounds Management Crew Chief – Cemetery	1318.79/1855.90	40 hrs/week
Grounds Management Crew Chief - Parks	1358.35/1911.57	40 hrs/week
Human Resources Director	2419.14/3402.74	Exempt
Human Resources Specialist	1253.86/1764.06	40 hrs/week
Information Technology Manager	2232.60/3141.30	Exempt
Information Technology Supervisor	1873.12/2636.08	Exempt
Legal Secretary	1101.13/1551.39	40 hrs/week
Librarian I	1234.80/1736.85	Exempt
Librarian II	1358.47/1911.27	Exempt
Library Assistant I	861.53/1211.94	40 hrs/week
Library Assistant II	950.30/1337.14	40 hrs/week
Library Assistant Director	1611.20/2267.08	Exempt
Library Clerk	722.11/1017.44	40 hrs/week
Library Director	2180.59/3069.43	Exempt
Library Page	546.50/769.22	40 hrs/week
Library Secretary	962.98/1354.57	40 hrs/week
Maintenance Worker I – Building, Library	991.17/1394.46	40 hrs/week
Maintenance Worker I – Golf	1020.90/1436.29	40 hrs/week
Maintenance Worker II – Building	1043.78/1471.98	40 hrs/week
Maintenance Worker II – Golf	1075.09/1516.14	40 hrs/week



ORDINANCE NO. 9170 (Cont.)

<b>Classification</b>	<b>Bi-Weekly Pay Range Min/Max</b>	<b>Overtime Eligibility</b>
<u>Manager of Engineering Services</u>	<u>2159.01/3037.57</u>	<u>Exempt</u>
Meter Reader Supervisor	1352.22/1904.34	Exempt
Office Manager – Police Department	1152.67/1622.41	40 hrs/week
Parking Monitor	573.10/807.33	40 hrs/week
Parks and Recreation Director	2466.33/3468.97	Exempt
Parks and Recreation Secretary	962.98/1354.57	40 hrs/week
Parks Superintendent	1645.42/2314.61	Exempt
Payroll Specialist	1229.26/1729.46	40 hrs/week
Planning Director	2445.47/3440.41	Exempt
Planning Secretary	962.98/1354.57	40 hrs/week
Planning Technician	1466.36/2063.10	40 hrs/week
Plans Examiner	1364.31/1919.54	40 hrs/week
Plumbing Inspector	1364.31/1919.54	40 hrs/week
Police Captain	1908.19/2684.91	Exempt
Police Chief	2625.92/3696.25	Exempt
Police Records Clerk	901.78/1269.70	40 hrs/week
Power Plant Maintenance Supervisor	2162.96/3042.49	Exempt
Power Plant Operations Supervisor	2251.27/3167.53	Exempt
Power Plant Superintendent – Burdick	2465.98/3470.08	Exempt
Power Plant Superintendent – PGS	2842.89/3998.62	Exempt
Public Information Officer	1417.39/1994.13	Exempt
Public Works Director	2762.44/3887.35	Exempt
Purchasing Technician	1033.18/1453.33	40 hrs/week
Receptionist	927.03/1304.42	40 hrs/week
Recreation Superintendent	1560.04/2194.39	Exempt
Regulatory and Environmental Specialist	2133.06/3000.43	Exempt
Senior Accountant	1760.15/2476.08	Exempt
Senior Communications Specialist/EMD	1155.31/1625.04	40 hrs/week
Senior Electrical Engineer	2401.98/3379.62	Exempt
Senior Equipment Operator, Solid Waste	1224.33/1722.77	40 hrs/week
Senior Maintenance Worker	1206.77/1698.62	40 hrs/week
Senior Utility Secretary	965.82/1362.11	40 hrs/week

ORDINANCE NO. 9170 (Cont.)

<b>Classification</b>	<b>Bi-Weekly Pay Range Min/Max</b>	<b>Overtime Eligibility</b>
Shooting Range Operator	1318.79/1855.90	40 hrs/week
Shooting Range Superintendent	1560.04/2194.39	Exempt
Solid Waste Division Clerk	866.06/1218.43	40 hrs/week
Solid Waste Superintendent	1771.84/2493.32	Exempt
Stormwater Technician	1367.46/1923.98	40 hrs/week
Street Superintendent	1695.31/2387.81	Exempt
Street Supervisor	1345.71/1892.62	40 hrs/week
Turf Management Specialist	1364.06/1919.17	40 hrs/week
Utility Director	3755.52/5282.96	Exempt
Utility Production Engineer	2535.22/3567.88	Exempt
Utility Secretary	962.98/1354.57	40 hrs/week
Utility Services Manager	1985.04/2793.41	Exempt
Utility Warehouse Supervisor	1543.78/2171.30	40 hrs/week
Victim Assistance Unit Coordinator	901.78/1269.70	40 hrs/week
Wastewater Engineering/Operations Superintendent	1908.50/2686.49	Exempt
Wastewater Plant Chief Operator	1263.49/1778.57	40 hrs/week
Wastewater Plant Maintenance Supervisor	1461.22/2056.46	40 hrs/week
Wastewater Plant Process Supervisor	1515.27/2133.43	40 hrs/week
Water Superintendent	1867.64/2627.09	Exempt
Water Supervisor	1592.43/2242.64	40 hrs/week
Worker / Seasonal	468.00/1600.00	Exempt
Worker / Temporary	468.00/1600.00	40 hrs/week

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:

ORDINANCE NO. 9170 (Cont.)

<b>Classification</b>	<b>Bi-Weekly Pay Range Min/Max</b>	<b>Overtime Eligibility</b>
Equipment Operator – Streets	1026.30/1443.24	40 hrs/week
Fleet Services Attendant/Clerk	932.99/1315.92	40 hrs/week
Fleet Services Inventory Specialist	1023.39/1440.33	40 hrs/week
Fleet Services Mechanic	1170.74/1646.58	40 hrs/week
Horticulturist	1083.66/1526.82	40 hrs/week
Maintenance Worker – Cemetery	1018.53/1433.52	40 hrs/week
Maintenance Worker – Parks	1011.73/1424.78	40 hrs/week
Maintenance Worker – Streets	990.34/1393.67	40 hrs/week
Senior Equipment Operator – Streets	1124.46/1583.20	40 hrs/week
Senior Maintenance Worker – Parks	1124.46/1583.20	40 hrs/week
Senior Maintenance Worker – Streets	1124.46/1583.20	40 hrs/week
Traffic Signal Technician	1124.46/1583.20	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:

<b>Classification</b>	<b>Bi-Weekly Pay Range Min/Max</b>	<b>Overtime Eligibility</b>
Accounting Clerk	1006.32/1418.39	40 hrs/week
Computer Programmer	1559.09/2192.55	40 hrs/week
Computer Technician	1216.22/1710.97	40 hrs/week
Custodian	898.88/1264.89	40 hrs/week
Electric Distribution Crew Chief	1789.75/2517.54	40 hrs/week
Electric Underground Crew Chief	1789.75/2517.54	40 hrs/week
Engineering Technician I	1277.69/1797.62	40 hrs/week
Engineering Technician II	1556.81/2191.62	40 hrs/week
GIS Technician	1677.71/2359.90	40 hrs/week
Instrument Technician	1852.21/2605.68	40 hrs/week

ORDINANCE NO. 9170 (Cont.)

<b>Classification</b>	<b>Bi-Weekly Pay Range Min/Max</b>	<b>Overtime Eligibility</b>
Lineworker Apprentice	1266.56/1781.96	40 hrs/week
Lineworker First Class	1622.18/2281.74	40 hrs/week
Materials Handler	1509.86/2123.73	40 hrs/week
Meter Reader	1022.06/1438.74	40 hrs/week
Meter Technician	1272.50/1790.30	40 hrs/week
Power Dispatcher I	1780.62/2504.46	40 hrs/week
Power Dispatcher II	1870.22/2630.71	40 hrs/week
Power Plant Maintenance Mechanic	1587.08/2232.39	40 hrs/week
Power Plant Operator	1712.20/2408.26	40 hrs/week
Senior Accounting Clerk	1057.06/1489.05	40 hrs/week
Senior Engineering Technician	1677.71/2359.90	40 hrs/week
Senior Materials Handler	1667.14/2344.88	40 hrs/week
Senior Meter Reader	1100.61/1546.98	40 hrs/week
Senior Power Dispatcher	2063.62/2902.53	40 hrs/week
Senior Power Plant Operator	1889.41/2657.90	40 hrs/week
Senior Substation Technician	1852.21/2605.68	40 hrs/week
Senior Water Maintenance Worker	1370.39/1928.34	40 hrs/week
Substation Technician	1720.40/2419.78	40 hrs/week
Systems Technician	1852.21/2605.68	40 hrs/week
Tree Trim Crew Chief	1622.18/2281.74	40 hrs/week
Utilities Electrician	1720.40/2419.78	40 hrs/week
Utility Technician	1798.35/2529.64	40 hrs/week
Utility Warehouse Clerk	1147.70/1615.35	40 hrs/week
Water Maintenance Worker	1210.83/1704.18	40 hrs/week
Wireworker I	1398.10/1967.07	40 hrs/week
Wireworker II	1622.18/2281.74	40 hrs/week

SECTION 4. The currently occupied classifications of employees of the City of Grand Island included under the FOP labor agreement, and the ranges of compensation (salary and wages, excluding shift differential as provided by contract) to be paid for such

ORDINANCE NO. 9170 (Cont.)

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:

<b>Classification</b>	<b>Bi-Weekly Pay Range Min/Max</b>	<b>Overtime Eligibility</b>
Police Officer	<del>1238.20/1730.92</del> <u>1284.63/1795.83</u>	40 hrs/week
Police Sergeant	<del>1520.42/2083.33</del> <u>1607.85/2203.12</u>	40 hrs/week

OVERTIME ELIGIBILITY

The City has reserved its right to the utilization of the 207(k) FLSA exemption and will implement this as the hours of work effective the first full pay period following the execution of the labor agreement. The pay period for purposes of calculating overtime shall consist of a fourteen (14) day cycle that runs concurrent with the City's current payroll cycle. For purposes of calculating eligibility for overtime, "hours worked" shall include actual hours worked, vacation, personal leave and holiday hours. Employees shall be eligible for overtime when they exceed their hours scheduled for work in the fourteen (14) day pay cycle with a minimum of eighty (80) hours. There shall also be established for each employee in the bargaining unit a Training and Special Events bank of fifty (50) hours per individual per contract year. Each employee may be scheduled for training or special event duty with a minimum of seven (7) days notice prior to the commencement of the pay period and the training and special events bank hours may be added to the eighty (80) hour, two (2) week pay period up to eighty-six (86) hours and these hours shall not be eligible for overtime. Training and special events hours worked in excess of eighty-six (86) hours in a two week pay period will be eligible for overtime, but will not be subtracted from the training and special events bank. All work completed after eighty (80)

ORDINANCE NO. 9170 (Cont.)

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

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

<b>Classification</b>	<b>Bi-Weekly Pay Range Min/Max</b>	<b>Overtime Eligibility</b>
Fire Captain	1684.80/2336.07	212 hrs/28 days
Firefighter / EMT	<del>1251.72/1856.52</del> <u>1251.72/1816.52</u>	212 hrs/28 days
Firefighter / Paramedic	1397.52/1973.76	212 hrs/28 days

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

<b>Classification</b>	<b>Bi-Weekly Pay Range Min/Max</b>	<b>Overtime Eligibility</b>
Accounting Technician – WWTP	1033.62/1454.40	40 hrs/week
Equipment Operator – WWTP	1173.47/1651.20	40 hrs/week
Maintenance Mechanic I	1173.47/1651.20	40 hrs/week
Maintenance Mechanic II	1313.90/1848.80	40 hrs/week

ORDINANCE NO. 9170 (Cont.)

Maintenance Worker – WWTP	1173.47/1651.20	40 hrs/week
Senior Equipment Operator – WWTP	1268.42/1784.80	40 hrs/week
Wastewater Clerk	882.96/1242.40	40 hrs/week
Wastewater Plant Laboratory Technician	1245.68/1752.80	40 hrs/week
Wastewater Plant Operator I	1049.53/1476.80	40 hrs/week
Wastewater Plant Operator II	1173.47/1651.20	40 hrs/week

SECTION 7. 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 classification, and the number of hours and work period which certain such employees shall work prior to overtime eligibility are as stated above. All full-time fire fighters and police officers shall be paid a clothing and uniform allowance in addition to regular salary. All full-time fire fighters shall be paid a clothing and uniform allowance in addition to regular salary in the amount of \$484.00 per year, divided into twenty-four (24) pay periods. All full-time police officers shall be paid a clothing and uniform allowance in addition to regular salary of ~~\$50.00 per month~~ \$25.00 per pay period. ~~Full time police officers may also receive a reimbursement toward the purchase of body armor, not to exceed \$400.~~ If any such fire fighter or police officer 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.

Non-union employees and employees covered by the AFSCME labor ~~union~~ agreement, the FOP labor ~~union~~ agreement, the IBEW Utilities and Finance labor ~~unions~~ agreements, may receive an annual stipend not to exceed \$1,000 for bilingual pay.

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

ORDINANCE NO. 9170 (Cont.)

Electric Distribution Superintendent, Electric Distribution Supervisor, Water Superintendent, Water Supervisor, Electric Underground Superintendent, and Engineering Technician Supervisor shall be eligible to participate in a voluntary uniform program providing an allowance up to \$18.00 per month. When protective clothing is required for Utilities Department and Wastewater Treatment Plant personnel covered by IBEW labor agreements, the City shall pay 60% of the cost of providing and cleaning said clothing and the employees 40% of said cost. Public Works Department personnel in the AFSCME bargaining unit shall be eligible to participate in a voluntary uniform program providing an allowance up to \$18 per month. Full-time Fleet Services personnel shall receive a uniform allowance of \$12 biweekly. Public Works Department personnel in the job classifications Fleet Services Supervisor, Fleet Services Superintendent, and Fleet Services Mechanic shall receive a tool allowance of \$10 biweekly.

SECTION 8. Employees shall be compensated for unused medical leave as follows:

(A) For all employees except those covered in the IAFF, AFSCME, ~~and IBEW~~ Wastewater, ~~and~~ bargaining FOP labor agreements, the City will include in the second paycheck in January of each year, payment for an employee's unused medical leave in excess of 960 hours accrued in the preceding calendar year. The compensation will be based on 50% of the accumulated hours above 960 at the employee's current pay rate at the time of such compensation.

For those employees covered in the AFSCME ~~bargaining labor~~ agreement, the City will include in the second paycheck in January, 2008, payment for an employee's unused medical leave in excess of 968 hours accrued in the preceding



ORDINANCE NO. 9170 (Cont.)

calendar year. The compensation will be based on 50% of the accumulated hours above 968 at the employee's current pay rate at the time of such compensation.

For those employees covered in the IBEW Wastewater Treatment Plant ~~bargaining-labor~~ agreement, the City will include in the first paycheck in February, 2008, payment for employee's unused medical leave in excess of 960 hours accrued through September 30, 2007. The compensation will be based on 50% of the accumulated hours above 960 at the employee's current pay rate at the time of such compensation.

(B) All employees except non-union and those covered in the IAFF, ~~and~~ IBEW Wastewater, AFSCME and FOP bargaining-labor agreements shall be paid for one-half of their accumulated medical leave at the time of their retirement, the rate of compensation to be based on the employee's salary at the time of retirement. Employees covered in the IAFF ~~bargaining-labor~~ agreement 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 one thousand five hundred seventy-six hours (1,576 hrs.). 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. Non-union employees shall have a contribution to a VEBA made on their behalf in lieu of payment for one-half of their accumulated medical leave at the time of their retirement. The amount of contribution will be based upon the employee's salary

ORDINANCE NO. 9170 (Cont.)

at the time of retirement. All employees covered by the AFSCME ~~bargaining~~ labor agreement shall be paid forty-five (45%) of their accumulated medical leave bank at the time of their retirement, based on the employee's salary at the time of retirement. All employees covered under the FOP labor agreement shall be paid thirty-seven and one-half percent (37.5%) of their accumulated medical leave bank at the time of their retirement, not to exceed four hundred five hours (calculated at 37.5% x 1,080 hours = 405 hrs.), based on the employee's salary at the time of retirement. If death occurs while in the line of duty, employees covered under the FOP labor agreement shall be paid fifty percent (50%) of their accumulated medical leave bank at the time of their death, not to exceed five hundred forty hours (50% x 1,080 hours = 540 hrs.), based on the employee's salary at the time of their death.

(C) 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 above.

(D) 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.

ORDINANCE NO. 9170 (Cont.)

SECTION 9. The City Administrator shall receive a vehicle allowance of Five Hundred Dollars (\$500.00) per month in lieu of mileage allowance, divided into two equal payments of Two Hundred Fifty Dollars (\$250.00) retroactive to date of employment.

SECTION 10. 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 11. The salary 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, except for the employees of the FOP bargaining unit whose salary adjustments are retroactive to October 1, 2007. ~~January 28, 2008, except employees of the IBEW Wastewater bargaining agreement whose salary adjustments will be calculated retroactive to October 1, 2007.~~

SECTION 12. Those portions of Ordinance No. 9156 and all other parts of ordinances in conflict herewith be, and the same are, hereby repealed.

~~SECTION 13. This ordinance shall be in full force and take effect from and after its passage and publication in pamphlet form in one issue of the Grand Island Independent as provided by law.~~

Enacted: May 27, 2008.

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Margaret Hornady, Mayor

Attest:

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RaNae Edwards, City Clerk



# **City of Grand Island**

**Tuesday, May 27, 2008**

**Council Session**

## **Item G1**

**Approving Minutes of May 13, 2008 City Council Regular Meeting**

**Staff Contact: RaNae Edwards**

## CITY OF GRAND ISLAND, NEBRASKA

### MINUTES OF CITY COUNCIL REGULAR MEETING

May 13, 2008

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, 2008. Notice of the meeting was given in *The Grand Island Independent* on May 7, 2008.

Mayor Margaret Hornady called the meeting to order at 7:00 p.m. The following City Council members were present: Councilmember's Brown, Haase, Zapata, Nickerson, Gericke, Carney, Gilbert, Ramsey, Niemann, and Meyer. The following City Officials were present: City Administrator Jeff Pederson, City Clerk RaNae Edwards, Finance Director David Springer, City Attorney Dale Shotkoski, and Public Works Director Steve Riehle.

INVOCATION was given by Pastor Scott Friesen, Berean Bible Church, 4116 West Capital Avenue followed by the PLEDGE OF ALLEGIANCE.

MAYOR COMMUNICATION: Mayor Hornady introduced Community Youth Council Members Jeff Seim and Allen Buck. Mayor Hornady commented on the number of Letters to the Editor concerning the privatization of the Waste Water Treatment Plant. She clarified that the City was exploring possibilities and options, but no decision had been made yet about privatization.

#### PRESENTATIONS AND PROCLAMATIONS:

Proclamation "Employee Health and Fitness Week", May 19-23, 2008. Mayor Hornady proclaimed the week of May 19-23, 2008 as 'Employee Health and Fitness Week'. Jenny Roush, Wellness Education Coordinator was present to receive the proclamation.

#### PUBLIC HEARINGS:

Public Hearing on Request from Black Chip Entertainment & Hospitality dba Johnny Casinos, 3421 Conestoga Drive for a Class "C" Liquor License. RaNae Edwards, City Clerk reported that an application had been received from Black Chip Entertainment & Hospitality dba Johnny Casinos, 3421 Conestoga Drive for a Class "C" Liquor License. Ms. Edwards presented the following exhibits for the record: application submitted to the Liquor Control Commission and received by the City on April 16, 2008; notice to the general public of date, time, and place of hearing published on May 3, 2008; notice to the applicant of date, time, and place of hearing mailed on April 16, 2008; along with Chapter 4 of the City Code. Staff recommended approval contingent upon final inspections. Dan Stormer, 400 Winters Avenue, Glenvil, Nebraska spoke in support. No further public testimony was heard.

Public Hearing on Request from White Horse Tavern, inc. dba White Horse Tavern, 1803 West North Front Street for an Addition to Class "C-04161" Liquor License. RaNae Edwards, City Clerk reported that an application had been received from White Horse Tavern, Inc. dba White Horse Tavern, 1803 West North Front Street for an addition to Class "C-04161" Liquor License. Ms. Edwards presented the following exhibits for the record: application submitted to the Liquor

Control Commission and received by the City on April 23, 2008; notice to the general public of date, time, and place of hearing published on May 3, 2008; notice to the applicant of date, time, and place of hearing mailed on April 23, 2008; along with Chapter 4 of the City Code. Staff recommended approval contingent upon final inspections. No public testimony was heard.

ORDINANCES:

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

#9168 – Consideration of Vacation of a Portion of East 6<sup>th</sup> Street (East of 1003 East 6<sup>th</sup> Street)

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

Steve Riehle, Public Works Director reported that Ordinance #9168 would vacate a portion of East 6<sup>th</sup> Street, east of 1003 East 6<sup>th</sup> Street in Evans Addition Subdivision for better utilization of land for a new residential subdivision..

Motion by Brown, second by Haase to approve Ordinance #9168.

City Clerk: Ordinance #9168 on first reading. All those in favor of the passage of this ordinance on first reading, answer roll call vote. Upon roll call vote, all voted aye. Councilmember Gericke was absent. Motion adopted.

City Clerk: Ordinance #9168 on final passage. All those in favor of the passage of this ordinance on final passage, answer roll call vote. Upon roll call vote, all voted aye. Councilmember Gericke was absent. Motion adopted.

Mayor Hornady: By reason of the roll call votes on first reading and then upon final passage, Ordinance #9168 is declared to be lawfully adopted upon publication as required by law.

CONSENT AGENDA: Motion by Zapata, second by Nickerson to approve the Consent Agenda. Upon roll call vote, all voted aye. Councilmember Gericke was absent. Motion adopted.

Approving Minutes of April 17, 2008 Special Study Session/Goals and Budget Retreat.

Approving Minutes of April 22, 2008 City Council Regular Meeting.

Approving Minutes of May 6, 2008 City Council Study Session.

Approving Re-Appointments of Dianne Miller, Karen Bredthauer and Scott Ericksen to the Interjurisdictional Planning Commission Board.

Approving Re-Appointments of Bill Martin, Buzz Douthit, Mike Toukan and Scott Zana to the Business Improvement District #4 Board.

Approving Request from Shirley Ginn, 251 Courtland Street, Trumbull, Nebraska for Liquor Manager Designation for Holiday Station Store #114 Located at 1404 West 2<sup>nd</sup> Street Contingent upon Ms. Ginn Completing a State Approved Alcohol Server/Seller Training Program.

#2008-122 – Approving Bid Award for Street Improvement District No. 1256; Widening of Capital Avenue from the Moores Creek drain to Webb Road with The Diamond Engineering Company of Grand Island, Nebraska in an Amount of \$3,365,842.25.

#2008-123 – Approving Designating the North Side of Old Potash Highway from the Armory Driveway East for Approximately 350 Feet as No Parking.

#2008-124 – Approving Rescinding Resolution #2008-96 Regarding Asphalt Hot-Mix 2008 and Approving Corrected Resolution #2008-124 Bid Award to Gary Smith Construction Company of Grand Island, Nebraska in an Amount of \$34.80 per ton for Type “A”, \$28.40 per ton for Type “B” Asphalt Hot-Mix and \$33.65 per ton for Type “C” Asphaltic Concrete Hot-Mix.

#2008-125 – Approving Setting the Board of Equalization Date of June 10, 2008 for Annual Mowing Assessments.

#2008-126 – Approving Keno Satellite Location and Agreement for the KPT, Inc. dba Ole Cow Palace, 3602 West 2<sup>nd</sup> Street.

#2008-127 – Approving Change Order #19 with Chief Construction of Grand Island, Nebraska for Law Enforcement Center in an Amount of \$1,107.09 and an Increase in Contingency Fund Balance of \$25,943.54.

#2008-128 – Approving Change Order #1 with Island Plumbing Company of Grand Island, Nebraska for Campground Potable Water System at the Heartland Public Shooting Park for a Decrease of \$4,121.00 and a Revised Contract Amount of \$25,000.00. Councilmember Meyer abstained.

#2008-129 – Approving Certificate of Final Completion for Master Control and Council Chamber Projects.

#2008-130 – Approving Grant Award from Grand Island Community Foundation for Family Day in the Park in the Amount of \$2,500.00.

#2008-131 – Approving Bid Award for Electric Underground Shop Roof Covering Replacement at 1219 West North Front Street with Tri-Cities Group, Inc. of Grand Island, Nebraska in an Amount of \$64,856.00.

#2008-132 – Approving Award of Proposal for Engineering Services Related to Quiet Zone Improvements with Felsburg Holt & Ullevig Consulting Engineers of Omaha, Nebraska with JEO Consulting Group of Grand Island, Nebraska as a Sub-Consultant in an Amount not to exceed \$28,600.00.

RESOLUTIONS:

#2008-120 – Consideration of Request from Black Chip Entertainment & Hospitality dba Johnny Casinos, 3421 Conestoga Drive for a Class “C” Liquor License and Liquor Manager Designation for Daniel Stormer, 400 Winters Avenue, Glenvil, Nebraska. RaNae Edwards, City Clerk reported this item related to the aforementioned Public Hearing.

Motion by Haase, second by Brown to approve Resolution #2008-133 contingent upon final inspections and Mr. Stormer completing a state approved alcohol server/seller training program. Upon roll call vote, all voted aye. Motion adopted.

#2008-134 – Consideration of Request from White Horse Tavern, Inc. dba White Horse Tavern, 1803 West North Front Street for an Addition to Class “C-04161” Liquor License. RaNae Edwards, City Clerk reported this item related to the aforementioned Public Hearing.

Motion by Brown, second by Gilbert to approve Resolution #2008-134 contingent upon final inspections. Upon roll call vote, all voted aye. Motion adopted.

#2008-135 – Consideration of Intent to Offer Support of the Relocation of the Nebraska State Fair. City Attorney Dale Shotkoski reported that in order to move forward with the relocation of the Nebraska State Fair project, the City needed to have representatives negotiate with the Nebraska State Fair Board, the Hall County Livestock Improvement Association, and the County of Hall. It was recommended that the Mayor designate a negotiating team to pursue agreements between the parties necessary for the relocation of the Nebraska State Fair and bring the appropriate agreements to Council for review and ratification. It was also recommended that additional revenue would be needed and further study on bonding and an occupation tax on Food and Beverage Service businesses was necessary.

The following people spoke:

- Dean Pegg owner of The Chicken Coop, 120 East 3<sup>rd</sup> Street – opposed Food & Beverage Tax
- Lewis Kent, 624 E. Meves Avenue – opposed
- Curtis Cellar, 4258 Nevada Avenue – opposed Food & Beverage Tax
- Rick Milton, 109 East Ashton - support
- Andrew Meier, 4039 Craig Drive – opposed Food & Beverage Tax

Discussion was held by the council on the merits of a Food and Beverage Tax. Mayor Hornady commented on the negotiating team and participation of the City in looking into the options of moving forward with the State Fair relocation and financing issues.

Motion by Ramsey, second by Nickerson to approve Resolution #2008-135. Upon roll call vote, all voted aye. Motion adopted.

PAYMENT OF CLAIMS:

Motion by Brown, second by Haase to approve the Claims for the period of April 23, 2008 through May 13, 2008, for a total amount of \$3,342,792.39. Motion adopted unanimously.



ADJOURNMENT: The meeting was adjourned at 8:05 p.m.

RaNae Edwards  
City Clerk



# City of Grand Island

Tuesday, May 27, 2008

Council Session

## Item G2

**Approving Request of Becky Janes, 2236 West 11th Street for  
Liquor Manager Designation for Red Lobster #0734, 3430 West  
13th Street**

Staff Contact: RaNae Edwards

# **Council Agenda Memo**

**From:** RaNae Edwards, City Clerk

**Meeting:** May 27, 2008

**Subject:** Request from Becky Janes, 2236 West 11<sup>th</sup> Street for Liquor Manager Designation for Red Lobster #0734, 3430 West 13<sup>th</sup> Street

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

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

## **Background**

Becky Janes, 2236 West 11<sup>th</sup> Street has submitted an application with the City Clerk's Office for a Liquor Manager Designation in conjunction with the Class "I-32486" Liquor License for Red Lobster #0734, 3430 West 13<sup>th</sup> Street.

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

## **Discussion**

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

## **Alternatives**

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

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

## **Recommendation**

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

## **Sample Motion**

Move to approve the request of Becky Janes, 2236 West 11<sup>th</sup> Street for Liquor Manager Designation in conjunction with the Class "I-32486" Liquor License for Red Lobster #0734, 3430 West 13<sup>th</sup> Street with the stipulation that Ms. Janes complete a state approved alcohol server/seller training program.

**INTEROFFICE  
MEMORANDUM**  
*Police Department*



*Working Together for a  
Better Tomorrow. Today.*

DATE: May 13, 2008

TO: RaNae Edwards, City Clerk

FROM: Dave Vitera, Sergeant, Grand Island Police Department

RE: Application for Manager Designation – GMRI Inc dba  
Red Lobster #0734, 3430 W 13<sup>th</sup> Street – Becky Janes

The Grand Island Police Department has received an application from GMRI Inc dba Red Lobster #0734, 3430 W 13<sup>th</sup> Street, Grand Island, Nebraska for Manager Designation in the name of Becky Janes.

Part of the application asks if the applicant has ever been convicted of any charge, Becky checked "No". From her application Becky advised that she has lived in Grand Island since 1988. Local and state records were checked and she doesn't have any violations listed.

Therefore, the Grand Island Police Department has no objection to Becky Janes being the Liquor Manager at Red Lobster.

DV/rk *Dave Vitera*



# **City of Grand Island**

**Tuesday, May 27, 2008**

**Council Session**

## **Item G3**

**#2008-136 - Approving 2008 High Intensity Drug Trafficking Area  
(HIDTA) Grant**

**Staff Contact: Steve Lamken**

# **Council Agenda Memo**

**From:** Captain Robert Falldorf, Police Department

**Meeting:** May 27, 2008

**Subject:** 2008 High Intensity Drug Trafficking Area (HIDTA) Grant

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

**Presenter(s):** Steve Lamken, Chief of Police

## **Background**

The Grand Island Police Department is eligible to receive yearly funding from the Federal Government in the form of a High Intensity Drug Trafficking Area (HIDTA) Grant. The 2008 HIDTA award amount to the Grand Island Police Department for the Tri City Drug Task Force is \$54,892. The Grant period is from 01-01-08 through 12-31-09.

## **Discussion**

The Nebraska State Patrol will again be serving as the fiduciary for the HIDTA funding to the Grand Island Police Department for the Tri City Drug Task Force. It is necessary for the City of Grand Island by and through the Grand Island Police Department to approve the contract award through the Nebraska State Patrol for the grant award amount of \$54,892.

## **Alternatives**

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

1. Approve the contract with the Nebraska State Patrol for the 2008 HIDTA funding award.
2. Send to committee for further discussion.
3. Table for more discussion.
4. Take no action.

### **Recommendation**

City Administration recommends that the Council approve the contract with the Nebraska State Patrol for the 2008 HIDTA funding award in the amount of \$54,892.

### **Sample Motion**

Move to approve the contract with the Nebraska State Patrol for the 2008 HIDTA funding award in the amount of \$54,892.



# CONTRACT AWARD

Nebraska State Patrol  
P.O. Box 94907  
Lincoln, NE 68509

**HIDTA Initiative**

CONTRACTOR: Grand Island Police Department	AWARD NO. I8PMWP634Z-8	AWARD DATE: May 2, 2008
CONTRACT TITLE: Tri-City Drug Task Force	Contract Amount: \$54,892	

## CONTRACTOR'S BUDGET

COST CATEGORY	Federal Share	State/Local Share	Total Project
Travel-Investigative	\$3,720		\$3,720
Facilities-Support	\$4,800		\$4,800
Facilities-Utilities	\$12,000		\$12,000
Services-Communications-Cell Phones	\$900		\$900
Services-Service Contracts	\$2,806		\$2,806
Services-Vehicle Lease-Passenger	\$5,100		\$5,100
Supplies-Investigative /Operational	\$5,646		\$5,646
Other-PE/PI	\$19,920		\$19,920
<b>Total</b>	<b>\$54,892</b>		<b>\$54,892</b>
<b>Contribution Percentage</b>	<b>100</b>		

This Contract Award is subject to all current State and Federal Policies and Procedures established by the Executive Office of the President – Office of National Drug Control Policy, (ONDCP) and the Nebraska State Patrol (NSP). If applicable, this award may be subject to special conditions.

The contract period will be from 01/01/08 through 12-31-2009. The contract will become effective on the above stated date, provided the NSP has received the signed Contract Award from the Contractor. After the remaining signatures have been obtained, a copy of the Contract Award will be provided to the Contractor.

The Patrol may cancel the contract at any time for breach of contractual obligations by providing the Contractor with a written notice of cancellation. Should the Patrol exercise its right to cancel the contract for such reasons, the cancellation shall become effective on the date as specified in the notice of cancellation sent to the Contractor.

The Patrol reserves the right to make modifications, deletions, or additions to the Contract Award at any time. Modifications that change any part of the Contract Award must be made by mutual agreement of both parties.

Where modifications are mandated by law or other requirements, over which the Patrol has no discretion or control, the Contractor agrees to accept the necessary modifications whenever possible. If however, the Contractor cannot accept the changes; this Contract Award can be terminated. Failure to agree to such modifications is not a dispute within the meaning of the Disputes paragraph of the Contract Award Guidelines.

### FINANCIAL MANAGEMENT

The Contractor must maintain a financial management system which records all Contract Award related costs following generally accepted accounting procedures. Adequate documentation for all contract costs must be maintained.

The Contractor will maintain, using accepted accounting practices and procedures, such books, records, documents, and other evidence, and accepted accounting procedures that will accurately document all costs relating to this Contract Award. This documentation must be kept for a period of at least three years (3) following completion of the project and final payment. All such documents will be subject to periodic on-site review as deemed necessary by ONDCP, the Patrol, and Federal audit agencies.

The Contractor agrees that the Patrol, the Executive Office of the President – Office of National Drug Control Policy, and/or the Comptroller General of the United States, the Auditor of the State of Nebraska or any of their duly authorized representatives may have access for purposes of audit and examination to any book, document, papers, or records maintained by the Contractor pertaining to this contract, and the Contractor further agrees to maintain such books and records for the period of three years after the date of the final audit. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three years, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three year period, whichever is later.

#### STOP WORK

The Patrol may issue and the Contractor will accept a written order to hold or Stop Work on activities funded under this Contract Award for a period of 30 days. Such orders will be issued only for sufficient cause, such as reason to believe work is being performed outside of the terms of the Contract Award, for financial improprieties found during a monitoring inspection or voucher and records review, or a change in relevant laws or regulations.

A Stop Work may be continued, cancelled, or reissued as an order of termination.

The Contractor is responsible for any costs incurred after the completion of the project and the issuance of final payment by the Patrol unless by mutual agreement.

#### BREACH OF AGREEMENT

In the event full services are not provided by the Contractor unless as a result of fire, riot, or other Act of God or other emergency acceptable to the Patrol, the Contractor will reimburse the Patrol for all funding provided by the Contract Award. These provisions will be exercised by the Patrol only after Contract Award violation(s) has been established and negotiations between the Patrol and recipient have not resulted in a mutually acceptable resolution. A written notice of Breach of Contract must be issued by the Patrol.

#### ACCEPTANCE OF CONDITIONS

It is understood and agreed by the undersigned that this contract and any subsequent Contract Awards are subject to the Nebraska State Patrol Multiple HIDTA Initiative Cooperative Agreement award I8PMWP634Z, dated January 2008, and to all special conditions as identified by the NSP. The signatures, with the original Contract Proposal, certify that this document has been received and read in its entirety.

\_\_\_\_\_  
Signature of NSP Superintendent

Bryan Tuma, Colonel - Superintendent

Typed Name of Official and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Project Director

Steve Lamken, Police Chief 5-12-08

Typed Name and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Authorized Official

(Mayor, County Board Chairman, State Department Head, etc.)

Margaret Hornady, Mayor 5-12-08

Typed Name of Official and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Financial Officer

(Treasurer, City Clerk, City Finance Department, Etc)

RaNae Edwards, City Clerk 5-12-08

Typed Name and Title

\_\_\_\_\_  
Date

# SPECIAL CONDITIONS

## NEBRASKA STATE PATROL MIDWEST HIDTA MULTIPLE INITIATIVES

Contractor: <b>Grand Island Police Department</b>	
Contract Number: <b>18PMWP634Z-8</b>	Contract Title: <b>Tri City Drug Task Force</b>

This subgrant is subject to the standard conditions agreed to in the contract award, certified assurances, the Executive Office of the President, Office of National Drug Control Policy, HIDTA Multiple Initiatives and the following special conditions:

### A. General Provisions

#### 1. This grant is subject to:

- OMB Circular A-87 "Cost Principles for State, Local, and Indian Tribal Governments" (or, if applicable, OMB Circular A-21 "Cost Principles for Educational Institutions");
- OMB Circular A-102 "Grants and Cooperative Agreements with State and Local Governments" (or, if applicable, OMB Circular A-100 "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations");
- OMB Circular A-133 "Audits of States, Local Governments and Non-Profit Institutions";
- "Government-wide Debarment and Suspension (Non procurement)," codified at 21 CFR § 1401 et. seq.;
- "Government-wide Requirements for Drug-Free Workplace (Grants)" (codified at 21 CFR § 1401 et. seq.);
- "New Restrictions of Lobbying" (codified at 18 USC § 1903 and 31 USC § 1352).
- Nondiscrimination in Federally Assisted Programs and Equal Opportunity Plans requirements are codified at USC, Title VI (42 UUSC § 2000d et seq.).
- Immigration and Naturalization Service Employment Eligibility Verification Form (I-9)

#### 2. Audits conducted pursuant to OMB Circular A-133, "Audits of State and Local Governments", must be submitted no later than nine (9) months after the close of the grantee's audited fiscal year. An original and one copy of the audit report shall be sent to the cognizant Federal Agency. The management letter must be submitted with the audit report. In addition, a copy of the audit report and management letter must be sent to:

EOP/ONDCP  
Attention: HIDTA Financial Management Office  
GSD/RDF (202) 395-6792  
Anacostia Naval Annex  
Bldg 410/Door 123  
250 Murray Lane, SW  
Washington, DC 20509

#### 3. The recipient gives the awarding agency or the Government Accountability Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the grant.

### B. Special Conditions HIDTA Grants

The following special conditions are incorporated into each award document.

1. This grant is awarded for the initiative(s) named above. Variation from the description of activities approved by ONDCP and/or from the budget attached to this letter must comply with reprogramming requirements as set forth in ONDCP's HIDTA Program Policy and Budget Guidance.
2. This award is subject to the requirements in ONDCP'S "HIDTA Program Policy and Budget Guidance" and the "ONDCP Financial and Administrative Guide"

3. No HIDTA funds shall be used to supplant state or local funds that would otherwise be made available for the same purposes.
4. The requirements of 28 CFR Part 23, which pertains to information collection and management of criminal intelligence systems, shall apply to any such systems supported by this award.
5. Special accounting and control procedures must govern the use and handling of HIDTA Program funds for confidential expenditures; i.e. the purchase of information, evidence, and services for undercover operations. Those procedures are described in the HIDTA Program Policy and Budget Guidance.
6. The grant recipient agrees to account for and use program income in accordance with the "Common Rule" and the HIDTA Program Policy and Budget Guidance. Asset forfeiture proceeds generated by the HIDTA-funded initiatives shall not be considered as program income earned by HIDTA grantees.
7. Property acquired with these HIDTA grant funds is to be used for activities of the Midwest HIDTA. If your agency acquires property with these funds and then ceases to participate in the HIDTA, the Contractor must make this equipment available to the HIDTA's Executive Board for use by other HIDTA participants.

C. Payment Basis

1. A request for reimbursement shall be made by using the Nebraska State Patrol Cash Report/Cash Request form NSP161 on a monthly basis. Copies of invoices, payroll registers, and canceled checks must accompany the payment confirmation number to provide documentation for the reimbursement request.
2. Payments will be made by check or via Electronic Fund Transfer to the award recipient's bank account. The bank must be FDIC insured.

**RECIPIENT ACCEPTANCE OF SPECIAL CONDITIONS:**

Steve Lamken

Typed Name

Police Chief

Title



Signature/Project Director

5-12-08

Date

*Original to Patrol; Subgrantee keep copy for records.*

## Confidential Funds Certification

This is to certify that I have read, understand, and agree to abide by all of the conditions for confidential funds as set forth in the effective edition of the ONDCP Financial and Administrative Guide.

Date: 5-12-08

Signature: 

Project Director: Steve Lamken

Grant No: 18PMWP634Z-8

RESOLUTION 2008-136

WHEREAS, the Office of National Drug Control Policy (ONDCP) has awarded a High Intensity Drug Trafficking Area (HIDTA) grant to the state of Nebraska for utilization by various state and local law enforcement agencies; and

WHEREAS, the City of Grand Island has participated in a variety of activities in connection with the HIDTA grant and other coordinated activities to fight drug trafficking; and

WHEREAS, the Grand Island Police Department is eligible to receive yearly funding through the HIDTA grant; and

WHEREAS, it is necessary for the City of Grand Island, by and through the Grand Island Police Department to approve the contract award through the Nebraska State Patrol for the grant award amount of \$54,892.00 for the year 2008-2009.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the contract between the City of Grand Island and the Nebraska State Patrol for the 2008 HIDTA funding award in the amount of \$54,892.00 is hereby approved.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized to execute such documents and take such action as is necessary and appropriate to accomplish these purposes.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 27, 2008.

\_\_\_\_\_  
Margaret Hornady, Mayor

Attest:

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

Approved as to Form	☐ _____
May 22, 2008	☐ City Attorney



# City of Grand Island

Tuesday, May 27, 2008

Council Session

## Item G4

**#2008-137 - Approving Renewal of Leases at Cornhusker Army  
Ammunition Plant for Storage Buildings**

Staff Contact: Steve Paustian

# **Council Agenda Memo**

**From:** Steve Paustian, Parks and Recreation Director

**Meeting:** May 27, 2008

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

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

**Presenter(s):** Steve Paustian, Parks and Recreation Director

## **Background**

On May 22, 2001, City Council approved the leasing of several buildings at the former Cornhusker Army Ammunition Plant pursuant to the provisions of Resolution 2001-132. The leases that were approved provide for an automatic one year renewal requested by the lessees. The resolution that is presented for Council consideration would authorize the city to renew the lease on Building's No. A-11 and A-12 located on city property at the former Cornhusker Army Ammunition Plant.

## **Discussion**

The city purchased property at the former Cornhusker Army Ammunition Plant that had several buildings located on it. The city has been leasing these buildings to the State of Nebraska, Department of Administrative Services, State Building Division; Dominion Construction Company; and Jerry Harders to obtain revenue and utilize these assets. There have not been any problems with damage to the property or with non payment of rent and City Parks & Recreation officials are recommending that the Council extend the lease for an additional year. The State of Nebraska has a two year lease which runs through next year. The two leases requiring action are for Dominion Construction and Jerry Harders.

## **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 resolution authorizing the extension of the leases for an additional year.

### **Sample Motion**

Move to approve the resolution authorizing the city to extend the leases for an additional year to Dominion Construction Company in the amount of \$2,750.00 and Jerry Harders in the amount of \$825.00.

R E S O L U T I O N    2008-137

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

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

WHEREAS, the leases terminated on April 30, 2008; and

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

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

<u>Lessee</u>	<u>Description</u>	<u>Rental</u>
Dominion Construction Company	Storage building	\$2,750/yr.
Jerry Harders	Fire/guard building	\$825/yr.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 27, 2008.

\_\_\_\_\_  
Margaret Hornady, Mayor

Attest:

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

Approved as to Form	☐ _____
May 23, 2008	☐ City Attorney



# City of Grand Island

Tuesday, May 27, 2008

Council Session

## Item G5

**#2008-138 - Approving Acquisition of Utility Easement - Between  
2777 N. Broadwell Avenue and 204 E. Roberts - Agricultural  
Services**

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

Staff Contact: Gary R. Mader

RESOLUTION 2008-138

WHEREAS, a public utility easement is required by the City of Grand Island, from Agricultural Services, to install, upgrade, maintain and repair public utilities and appurtenances, including lines and transformers; and;

WHEREAS, a public hearing was held on May 27, 2008, for the purpose of discussing the proposed acquisition of an easement located in the City of Grand Island, Hall County, Nebraska; and more particularly described as follows:

Commencing at the northeast corner of the Northwest Quarter of the Southwest Quarter (NW1/4, SW1/4) of Section Four (4), Township Eleven (11) North, Range Nine (9) West, said point also being the northwest corner of Lot One (1) Ore-Ida Subdivision; thence southerly, along the easterly line of the Northwest Quarter of the Southwest Quarter (NW1/4, SW1/4) of said Section Four (4), a distance of six hundred ninety seven and eighty one hundredths (697.81) feet to the ACTUAL Point of Beginning; thence westerly and perpendicular to the easterly line of the Northwest Quarter of the Southwest Quarter (NW1/4, SW1/4) of said Section Four (4), a distance of four hundred eighty two (482.0) feet, and ten feet on either side of said line.

The above-described easement and right-of-way containing a total of 0.22 acres, more or less, as shown on the plat dated 5/9/2008, 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 Agricultural Services on the above-described tract of land.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 27, 2008.

\_\_\_\_\_  
Margaret Hornady, Mayor

Attest:

\_\_\_\_\_

Approved as to Form	<input type="checkbox"/>	_____
May 22, 2008	<input type="checkbox"/>	City Attorney

RaNae Edwards, City Clerk



# City of Grand Island

Tuesday, May 27, 2008

Council Session

## Item G6

**#2008-139 - Approving Acquisition of Utility Easement - Northwest of 3135 East. Highway 30 - Elite 8 Trucking (Michael Graham)**

*This item relates to the aforementioned Public Hearing Item E-3.*

Staff Contact: Gary R. Mader

R E S O L U T I O N    2008-139

WHEREAS, a public utility easement is required by the City of Grand Island, from Michael Paul Graham, to install, upgrade, maintain and repair public utilities and appurtenances, including lines and transformers; and;

WHEREAS, a public hearing was held on May 27, 2008, for the purpose of discussing the proposed acquisition of an easement located in the City of Grand Island, Hall County, Nebraska; and more particularly described as follows:

Commencing at the northwest corner of Lot Four (4) Voss Subdivision; thence southerly, along the westerly line of said Lot Four (4), a distance of sixty five and seventy one hundredths (65.71) feet to the ACTUAL Point of Beginning; thence deflecting left 115°11'21" and running northeasterly along the southerly line of a tract of land described in Document 200310208, recorded in the Hall County Deeds Office, a distance of two hundred sixty four and ninety two hundredths (264.92) feet; thence southerly, parallel with the westerly line of said Lot Four (4), a distance of twenty two and fifteen (22.15) feet; thence deflecting right 64°48'39" and running southwesterly, a distance of two hundred sixty four and ninety two hundredths (264.92) feet to a point on the westerly line of said Lot Four (4); thence northerly, along the westerly line of said Lot Four (4), a distance of twenty two and fifteen hundredths (22.15) feet to the said Point of Beginning.

The above-described easement and right-of-way containing a total of 0.123 acres, more or less, as shown on the plat dated 5/7/2008, 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 Michael Paul Graham, on the above-described tract of land.

- - -

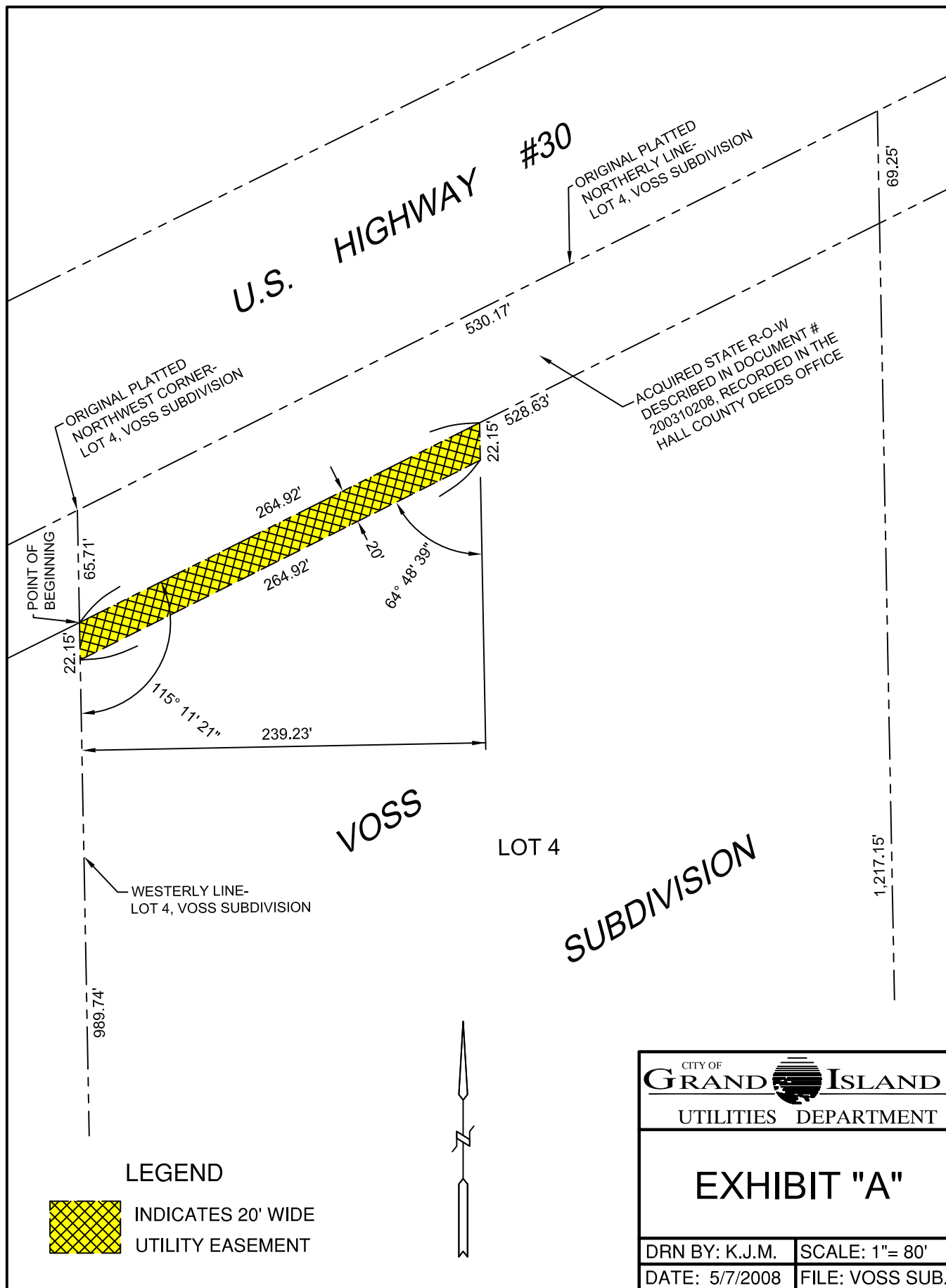
Adopted by the City Council of the City of Grand Island, Nebraska, May 27, 2008.

\_\_\_\_\_  
Margaret Hornady, Mayor

Attest:

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

Approved as to Form <input checked="" type="checkbox"/> _____ May 22, 2008 <input checked="" type="checkbox"/> City Attorney
---







# City of Grand Island

Tuesday, May 27, 2008

Council Session

## Item G7

**#2008-140 - Approving Nebraska Water Agency Response  
Network (WARN) Agreement**

Staff Contact: Gary R. Mader; Steve Riehle; Wesley Nespor

# **Council Agenda Memo**

**From:** Gary R. Mader, Utilities Director  
Steve Riehle, Public Works Director  
Wesley Nespor, Asst. City Attorney/Purchasing

**Meeting:** May 27, 2008

**Subject:** Nebraska Water Agency Response Network (WARN)

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

**Presenter(s):** Robert H. Smith, Asst. Utilities Director

## **Background**

Nebraska WARN stands for the Nebraska Water Agency Response Network. The purpose is to provide a method for water, wastewater, and storm water utilities to obtain emergency assistance from other cities and agencies. That assistance could be personnel, equipment, materials, or other services that may be needed. A copy of the proposed WARN Agreement is attached. It provides the procedures for payment, supervision, insurance, and indemnification responsibilities of both the assisting utility and the damaged utility.

The cities and utilities who become members of WARN will create a data base of materials commonly used on their system, vehicles, equipment, and the expertise and abilities of employees. This information will then be made available to other WARN members on a password protected computer system.

Should a utility become damaged and need assistance, the damaged utility would request WARN member assistance. The participating utility is under no obligation to provide assistance.

There is no cost to participate in WARN.

## **Discussion**

The organization in Nebraska is just beginning. The current location of records is the League of Municipalities, Utilities Section office. A steering committee is working on the initial development of the WARN program. The committee includes representatives from

the American Water Works Association, Nebraska Rural Water Association, Water Environment Foundation, League of Nebraska Utilities, Nebraska Department of Health and Human Services, Nebraska Department of Environmental Quality, Midwest Assistance Program, Nebraska Emergency Management Agency, and eight municipal utilities including Grand Island.

Grand Island has been the beneficiary of mutual aid and has also been the assisting utility when others have had emergencies. A recent example of receiving assistance would be the use of high volume water pumps from other utilities during the recent valve failure at the Waste Water Treat Plant.

### **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 Nebraska WARN Agreement.

### **Sample Motion**

Move to approve the Nebraska WARN Agreement.

## Utilities Helping Utilities Workshop Fact Sheet

1. **What is Mutual Aid/Assistance?**
  - Mutual Aid/Assistance is one utility helping another based on a written agreement
  - The assistance is provided across jurisdictional boundaries in the event of an emergency
2. **What is a WARN?**
  - A Water and Wastewater Agency Response Network (WARN) is a network of utilities helping utilities to respond to and recover from emergencies
  - Participation is voluntary
  - There is no obligation to respond
  - There is no cost to participate
3. **What is the purpose of a WARN?**
  - A WARN establishes an agreement and protocols for sharing resources among water and wastewater utilities statewide
  - A WARN provides a forum for establishing and maintaining emergency contacts
  - A WARN provides access to specialized resources needed to respond to emergencies that disrupt water and/or wastewater systems
  - A WARN can facilitate training that specifically focuses on the exchange of resources during an emergency or drill
4. **Why is a WARN important?**
  - Utility resources are specialized
  - Utilities must be self-sufficient
  - Utilities must fill the gap before the arrival of government aid
5. **What does a WARN program provide a utility?**
  - Access to specialized, certified, and knowledgeable utility personnel
  - Access to heavy equipment, tools and supplies used by utilities during normal events
6. **What are the benefits of a WARN?**
  - There is no cost to participate
  - WARN is like investing in a no cost insurance policy to access resources when needed
  - WARN increases emergency preparedness and coordination
  - WARN enhances access to specialized resources
  - WARN provides a single agreement to access resources statewide
  - WARN expedites arrival of aid (don't have to work out the administrative items; the agreements and WARN protocols work them out in advance for you)
  - WARN agreement contains indemnification and worker's compensation provisions to protect participating utilities and provide reimbursement protocols
7. **How does a utility get assistance during an emergency?**
  - Currently, each WARN system works differently depending on previous agreements
  - Initial access may be made directly to other members or through an identified coordination point
  - As a result of the contact, WARN members are able to match the equipment, skilled labor, and other resources needed with resources other members have available by querying a database, calling members, or using an internet message board to locate those resources
  - Each WARN also provides facilitation in collecting damage assessment and locating resources as needed
  - Public utilities may also access other resources through local, state, and federal agencies
8. **Are member utilities required to respond and send resources?**
  - There is no obligation to respond

**9. What happens if a utility sends resources and needs them back?**

- Under no circumstances is a utility to send resources if it impacts their ability to manage daily operations or response to its own emergency
- It is up to the lending utility to determine what resources to send
- Resources remain under the authority of the sending utility, and as such can be recalled any time

**10. What happens if equipment on loan is damaged or stolen?**

- This may depend on your state's mutual aid/assistance agreement; the lending utility is typically responsible to have insurance in case this happens

**11. Are mutual aid and assistance activities eligible for FEMA reimbursement?**

- It is important to understand how the FEMA programs work and understand how they apply to mutual aid/assistance in advance; Some key considerations for FEMA reimbursement include:
  - The assistance is requested by the Applicant
  - The work performed is directly related to the disaster and is otherwise eligible for FEMA assistance
  - The entity can provide documentation of rates and payment for services, if requested
  - The agreement is written and was in effect **prior** to the disaster

**12. Will a utility be reimbursed for the use of their resources?**

- This depends upon the terms that the lending and borrowing utilities agree upon
- In some cases during a federally declared disaster, FEMA may provide reimbursement for equipment, fuel, and personnel used in a disaster

**13. How is WARN different from a statewide mutual aid program?**

- Statewide mutual aid/assistance agreements (MAA) frequently require a declaration of a "local emergency" to activate the agreement, WARN agreements do not require the declaration of an emergency, saving critical time in response
- Statewide MAA programs do not typically include private utilities, WARN agreements do
- For aid to cross state lines coordination with state emergency management is recommended and is typically facilitated by Emergency Management Assistance Compact (EMAC) in coordination with the National Response Plan

**14. Is help available for disasters other than hurricanes?**

- WARN is available in all types of emergencies
- WARN members can receive assistance anytime their system needs emergency assistance

**15. Who should be involved in helping develop a WARN?**

- Utility owner/operators
- Professional association representation
- State water and wastewater primacy agency (State health, environmental protection, etc.)
- State emergency management and/or homeland security agency
- US EPA region representation

**16. What help is available to form a WARN?**

- AWWA report – Utilities Helping Utilities: An Action Plan For Mutual Aid and Assistance Networks for Water and Wastewater Utilities
- AWWA will be holding workshops across the country
- EPA can help with post workshop remote support on a case-by-case basis, depending on available funding and the specific needs of the program. Support could include facilitation of meetings and workshops, administrative support, and answer technical questions.

**17. What about setting up an interstate mutual aid program?**

- Currently the Emergency Management Assistance Compact (EMAC) is being used by all fifty states to share aid across state lines. The water sector will be working with the administrators of EMAC to ensure that it can be used effectively for the water sector.

# NEBRASKA WARN WATER AND WASTEWATER AND STORMWATER MUTUAL AID AGREEMENT

## PURPOSE

The Water and Wastewater and Stormwater Mutual Aid Program is hereby established to provide a method whereby water, wastewater, and stormwater departments sustaining physical damage from natural or man made disasters can obtain emergency assistance, in the form of personnel, equipment, and materials and other associated services necessary, from other water, wastewater, and stormwater departments. The purpose of this Agreement is to formally document such program. The title of this agreement shall be the Nebraska WARN.

## PARTIES

This Mutual Aid Agreement ("Agreement") is entered into by the City of Grand Island, that by the signatures on duplicate original copies of this Agreement has consented to the terms of this Agreement. Any utility that has signed this Agreement and submitted a copy to the location designated by the Nebraska WARN Governance Board is a party to this Agreement. Eligible participants shall be limited to any political subdivision of the State of Nebraska that owns and/or operates a water, wastewater and/or stormwater system.

## PROCEDURE

- In the event that a particular utility becomes a damaged utility, the following procedure shall be followed to the best extent possible:
- The damaged utility may contact the authorized representative of one or more of the Participating Utilities and provide them with the following information:
  - A general description of the damage sustained;
  - The part of the water/wastewater/stormwater system for which assistance is needed;
  - The amount and type of personnel, equipment, materials and supplies needed and a reasonable length of time they will be needed;
  - The present weather conditions and the forecast for the next twenty-four hours; and
  - A specific time and place for a representative of the damaged utility to meet the personnel and equipment of the assisting utility; and
  - The identification of work conditions and special constraints such as availability of fuel supplies, lodging/meal support, medical facilities, security, communications, etc.

- When contacted by a damaged utility, the authorized representative of a participating utility shall assess his utility's situation to determine whether it is capable of providing assistance. No participating utility shall be under any obligation to provide assistance to a damaged utility. If the authorized representative determines that the assisting utility is capable of and willing to provide assistance, the assisting utility shall so notify the authorized representative of the damaged utility and providing the following information to the best extent possible:
  - A complete description of the personnel, equipment and materials to be furnished to the damaged utility;
  - The estimated length of time the personnel, equipment and materials will be available;
  - The work experience and ability of the personnel and the capability of the equipment to be furnished;
  - The name of the person or persons to be designated as supervisory personnel; and
  - The estimated time when the assistance provided will arrive at the location designated by the authorized representative of the damaged utility.
- The personnel and equipment of the assisting utility shall remain, at all times, under the direct supervision and control of the designated supervisory personnel of the assisting utility. In instances where only equipment is provided by the assisting utility, the ownership of said equipment shall remain with the assisting utility and said equipment shall be returned to the assisting utility immediately upon request. Representatives of the damaged utility shall suggest work assignments and schedules for the personnel of the assisting utility; however, the designated supervisory personnel of the assisting utility shall have the exclusive responsibility and authority for assigning work and establishing work schedules for the personnel of the assisting utility. The designated supervisory personnel shall maintain daily personnel time records and a log of equipment hours, be responsible for the operation and maintenance of the equipment furnished by the assisting utility, and report work progress to the damaged utility.
- Unless otherwise agreed to, the damaged utility must provide food and housing for the personnel of the assisting utility from the time of departure from their regularly scheduled work location until the time of return to their regularly scheduled work location. The food and shelter provided shall be subject to the approval by the assisting utility's supervisory personnel. If not approved, food and shelter must be provided and paid for as determined by mutual agreement.
- The damaged utility must provide communications between the personnel of the assisting utility and the damaged utility.
- When providing assistance under this Agreement, the damaged utility and assisting utility shall be organized and shall function under the National Incident Management System.

## REIMBURSABLE EXPENSES

To the best extent possible, the terms and conditions governing reimbursement for any assistance provided under this Agreement shall be agreed to prior to the providing of such assistance and shall be in accordance with the following provisions:

- **PERSONNEL** – During the period of assistance, the assisting utility shall continue to pay its employees according to its then prevailing rules and regulations. The damaged utility shall reimburse the assisting utility for all direct and indirect payroll costs and expenses incurred during the period of assistance, including, but not limited to, employee pensions and benefits.
- **EQUIPMENT** – The assisting utility shall be reimbursed for the use of its equipment during the Period of Assistance according to the Schedule of Equipment Rates established and published by FEMA. If an assisting utility uses an alternate basis of rates for equipment listed on the FEMA Schedule of equipment rates, it shall provide such rates to the damaged utility prior to providing assistance. Rates for equipment not referenced on the FEMA Schedule of Equipment Rates shall be developed based on actual recovery of costs.
- **MATERIALS AND SUPPLIES** – The assisting utility shall be reimbursed for all materials and supplies furnished by it and used or damaged during the period of assistance, unless such damage is caused by negligence of the assisting utility's personnel. The measure of reimbursement shall be the replacement cost of the materials and supplies used or damaged, plus ten percent of such cost. In the alternative, the parties may agree that the damaged utility will replace, with a like kind and quality, as determined by the assisting utility, the materials and supplies used or damaged.

## PAYMENT

Unless mutually agreed otherwise, the assisting utility shall bill the requesting utility for all expenses not later than 45 days following the period of assistance. Unless mutually agreed otherwise, the requesting utility shall pay the bill in full no later than 90 days following the billing date.

## INSURANCE

Each participating utility shall bear the risk of its own actions, as it does with its day-to-day operations, and determine for itself what kinds of insurance, and in what amounts, it should carry.



## INDEMNIFICATION

The utility requesting assistance shall indemnify, defend and hold harmless any assisting utility against any and all claims, demands and damages or expenses, including attorneys fees, arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the assisting utility or anyone for whose acts any of them may be liable. However, this provision will not require the requesting utility to indemnify or hold harmless the assisting utility for any losses, claims, damages, and expenses arising out of or resulting from the gross negligence of the assisting utility.

## GOVERNANCE AND VOTING

The Nebraska WARN shall be governed by a Board of up to 11 persons selected by the participating utilities. One time in a 12 month period, the Board shall send a Board nomination form to all Nebraska WARN participating utilities. Following the submission of nominations, the Board shall send a ballot of Board candidates to all Nebraska WARN participating utilities. Each participating utility shall be entitled to complete one ballot. The persons receiving the most votes on the returned ballots shall be the Nebraska WARN Board. Board members do not have to be staff or elected officials of a participating utility.

## BOARD DUTIES

The Board shall have the authority to govern the general operations of the Nebraska WARN. The Board shall have the authority to appoint one or more Nebraska WARN administrators to assist in the general operations of the Nebraska WARN.

## FUNDING AND PROPERTY OWNERSHIP

The Nebraska WARN shall not collect dues, taxes or any type of revenue from the participating utilities. The Nebraska WARN shall not own property.

## TERM AND DURATION

This Agreement shall become effective as to each party on the date such party executes the Agreement and shall continue in force and remain binding until said party terminates the agreement. Termination of participation in this Agreement by a party shall not affect the continued operation of this Agreement between and among the remaining parties. This agreement shall remain effective until January 31, 2058.

## TERMINATION

Any Party may at any time by written resolution or notice given to the administrator to decline to participate in the provision of mutual aid. The party shall give written notice of termination of participation in this Agreement.

**NOW, THEREFORE, in consideration of the covenants and obligations contained herein, the Participating Utility listed here, as a Participating Utility duly executes this Water/Wastewater/Stormwater Mutual Aid Agreement this 27<sup>th</sup> day of May, 2008.**

City of Grand Island, Utilities Department, Public Works Department

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Margaret Hornady, Mayor

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Attest: City Clerk

RESOLUTION 2008-140

WHEREAS, Nebraska Water Agency Response Network (WARN) provides a method for water, wastewater, and storm water utilities to obtain emergency assistance from other cities and agencies; and

WHEREAS, the WARN Agreement provides the procedures for payment, supervision, insurance, and indemnification responsibilities of both the assisting utility and the damaged utility; and

WHEREAS, it is in the best interests of the City to participate in this shared service; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Agreement with the Nebraska Water Agency Response Network is hereby approved, and the Mayor is hereby authorized and directed to execute such agreement on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 27, 2008.

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Margaret Hornady, Mayor

Attest:

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RaNae Edwards, City Clerk



# City of Grand Island

Tuesday, May 27, 2008

Council Session

## Item G8

**#2008-141 - Approving Contract with Moonwalks for Fun for  
Family Day in the Park Inflatable Obstacle Course**

Staff Contact: Wendy Meyer-Jerke

# **Council Agenda Memo**

**From:** Wendy Meyer-Jerke, Public Information Officer

**Meeting:** May 27, 2008

**Subject:** Contract with Moonwalks for Fun for Inflatable Obstacle Course—Family Day in the Park

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

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

## **Background**

For the third year, the City of Grand Island Community Youth Council (CYC) has sponsored a free Family Day in the Park event. The event is scheduled for Saturday, June 7th at Stolley Park with activities planned in the morning, afternoon, and evening. The event will once again promote family interaction through activities, entertainment and education on healthy lifestyle choices for youth. The emphasis of the use of these grant dollars will be to educate youth on strategies to reduce methamphetamine and marijuana use, as well as ways to incorporate all cultures throughout the activities of the day. In addition, activities will also be provided that educate youth on tobacco use, underage drinking, and childhood obesity.

## **Discussion**

Some of the organizations that the City of Grand Island and the Community Youth Council are partnering with to sponsor the event include: Central Nebraska Council on Alcoholism and Addictions, Central District Health Department, Project Extra Mile, Parks and Recreation Department, Youth Leadership Tomorrow, Tobacco Free Hall County, Substance Abuse Prevention Coalition, and the Grand Island Public Library.

The CYC will be using part of the Community Impact Grant the CYC received to expand the services offered to participants. One way the group is doing this is to rent a 32' inflatable obstacle course for the afternoon portion of the event. The obstacle course will be suitable for all ages—young children to adults—and will be free to all park goers.

## **Alternatives**

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

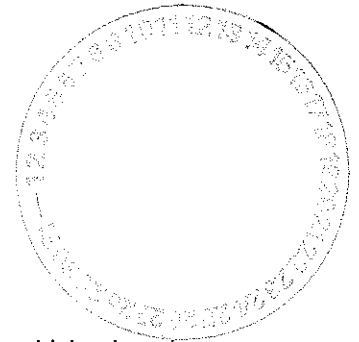
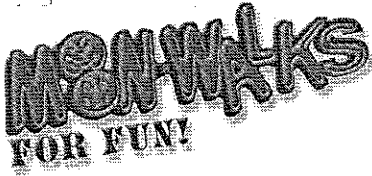
1. Accept the contract for the inflatable obstacle course from Moonwalks for Fun.
2. Refer the issue to a Committee.
3. Postpone the issue to a later date.
4. Take no action.

## **Recommendation**

City Administration recommends that the Moonwalk for Fun contract be signed for the inflatable obstacle course rental to be used at Family Day in the Park.

## **Sample Motion**

Move to accept the contract from Moonwalks for Fun for the rental of an inflatable obstacle course to be used at the 2008 Family Day in the Park event.



## CONTRACT

This contract is made and entered into this Wednesday, May 07, 2008 by and between City of Grand Island, and Moonwalks for Fun, and is mutually agreed that the contract shall be subject to the information on the front of this contract.

**PARTIES:** City of Grand Island, Hereby engages and Moonwalks for Fun hereby agrees to furnish the items described upon the terms and conditions set forth herein.

**DEPOSIT:** A non-refundable deposit of at least \$0.00 shall be mailed to and in the name of Moonwalks for Fun at 1444 S Florence St Wichita Ks 67209, upon signing of this contract.

Price includes cost (\$700.00) and 6.3% sales tax, totaling (\$700.00). If entity is a non-profit organization, please apply tax id number 47-6006205, and waive taxes. (You can fax your Tax Exempt form to 316-522-3702 or mail it to 1444 S. Florence St Wichita Ks 67209)

**BALANCE:** The balance of \$700.00 is due to Moonwalks for Fun within 45 days after the event has taken place.

**CANCELLATION:** A fee of **25%** of the total amount due will be required for ALL events cancelled 10 days or less before the date of the event. Customer will have 45 days to pay the cancellation fee before the amount of 15% Interest will be added until amount is paid.

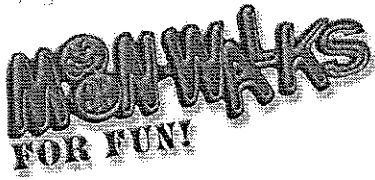
**SPECIAL PROVISIONS:** City of Grand Island, must have own 20-amp circuit breaker in order for blowers to run effectively. If City of Grand Island, does not have 20-amp circuit breaker, Moonwalks for Fun will not be responsible for inconsistent running of the blowers. However generators may be rented from Moonwalks for Fun. In addition, Moonwalks for Fun equipment cannot be set up further than 50 feet away from the electric source.

**SERVICES, FEES, LOCATION:** On 6/7/2008 from 02:00PM-05:00PM, at 2103 Stolley Park Attn: Wendy Meyer-Jerke  
Grand Island, NE 68801. Moonwalks for Fun will provide : City of Grand Island with the following:

Items	Qty
32' Obstacle Course	1

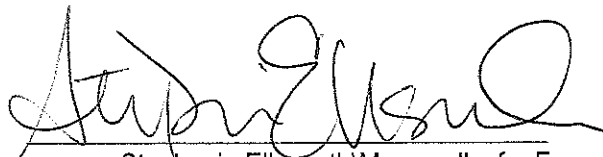
**CONTACT INFO:** : City of Grand Island, 308-385-5444

City of Grand Island, agrees to be responsible for any damage to Moonwalks for Fun equipment, if damage is caused by City of Grand Island, expressly assumes the responsibility of informing all person(s) who use, operate or rent the above specified rental equipment that, they do so at their own risk and that, if any injury occurs to the person(s) using the equipment, Moonwalks for Fun, it's employees, officers, directors, shareholders, agents, successors and assigns shall not be held liable for any such injuries, and/or resulting damages and, further, shall indemnify Moonwalks for Fun in the event they are held liable for any injuries and/or resulting damages. Moonwalks for Fun shall be responsible for set up and take down of all equipment provided. This contract contains the entire agreement between the parties and shall not be enlarged or modified except in writing, and signed by all appropriate parties.



Please sign and return by \_\_\_\_\_. If any changed need to made, please notify Moonwalks for Fun immediately, or we will not be responsible for those changes!  
Thank you

\_\_\_\_\_  
City of Grand Island *z*

  
Stephanie Ellsworth Moonwalks for Fun

Please return your signed contract before the date of your event to:

1444 S. Florence  
Wichita, KS 67209  
316-722-3232

Or Fax to:  
316-522-3702



RESOLUTION 2008-141

WHEREAS, the Grand Island Community Youth Council (CYC) has sponsored a free Family Day in the Park event for the past three years; and

WHEREAS, the event will take place on Saturday, June 7, 2008 at Stolley Park and will promote family interaction through activities, entertainment and education on healthy lifestyle choices for youth; and

WHEREAS, CYC will use part of the Community Impact Grant for a rentable 32' inflatable obstacle course suitable for all ages from Moonwalks for Fun of Wichita, Kansas.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Contract with Moonwalks for Fun of Wichita, Kansas is hereby approved, and the Mayor is hereby authorized and directed to execute such contract on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 27, 2008.

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Margaret Hornady, Mayor

Attest:

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RaNae Edwards, City Clerk



# City of Grand Island

Tuesday, May 27, 2008

Council Session

## Item G9

**#2008-142 - Approving Bid Award for Handicap Ramp Project No.  
2008-1**

Staff Contact: Steve. Riehle, City Engineer/Public Works Director

# **Council Agenda Memo**

**From:** Steven P. Riehle, Public Works Director

**Meeting:** May 27, 2008

**Subject:** Approving Bid Award for Handicap Ramp Project No. 2008-1

**Item #'s:** G-9

**Presenter(s):** Steven P. Riehle, Public Works Director

## **Background**

On May 1, 2008 the Engineering Division of the Public Works Department advertised for bids for the construction of handicap ramps on Anna Street from Grant Street to Monroe Street. The ramps are required in conjunction with street resurfacing in accordance with Federal ADA (Americans with Disabilities Act) regulations.

## **Discussion**

Two bids were received and opened on May 13, 2008. The Engineering Division of the Public Works Department and the Purchasing Division of the City Attorney's Office have reviewed the bids that were received. A summary of the bids is shown below.

<b>Bidder</b>	<b>Exceptions</b>	<b>Total Bid</b>
Galvin Construction Inc. of Grand Island, Nebraska	None	\$31,623.32
The Diamond Engineering Company of Grand Island, Nebraska	None	\$38,472.13

Funds are available in resurfacing Account No. 10033506-85354.

## **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 bid award to Galvan Construction Inc. of Grand Island, Nebraska in the amount of \$31,623.32.

### **Sample Motion**

Move to approve the bid award.

# CONTRACT AGREEMENT

## CONTRACT AGREEMENT

THIS AGREEMENT made and entered into this 27th day of May, 2008, by and between Galvan Construction, Inc., 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 **Handicap Ramp Project No. 2008-1, Anna Street - Grant Street to Monroe Street**; 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 **Thirty One Thousand Six Hundred Twenty Three and 32/100 Dollars (\$31,623.32)** 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 **Handicap Ramp Project No. 2008-1, Anna Street - Grant Street to Monroe Street**.

CONTRACT AGREEMENT (Continued)

ARTICLE IV. That the contractor shall start work as soon as possible after the contract is signed and the required bond is approved, and that the work in this contract shall be completed no later than July 1, 2008.

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.

ARTICLE VI. 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.

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

Contractor : **Galvan Construction, Inc.**

By Mk Galvan

Date 5-19-08

Title Pres.

CITY OF GRAND ISLAND, NEBRASKA,

By \_\_\_\_\_  
Mayor

Date \_\_\_\_\_

Attest: \_\_\_\_\_  
City Clerk

The contract and bond are in due form according to law and are hereby approved.

\_\_\_\_\_  
Attorney for the City

Date \_\_\_\_\_

*Purchasing Division of Legal Department*  
**INTEROFFICE MEMORANDUM**



Dale M. Shotkoski, Assistant City Attorney

*Working Together for a  
Better Tomorrow, Today*

**BID OPENING**

**BID OPENING DATE:** May 13, 2008 at 11:15 a.m.

**FOR:** Handicap Ramp Project No. 2008-1

**DEPARTMENT:** Public Works

**ESTIMATE:** \$51,221.93

**FUND/ACCOUNT:** 10033506-85354/85354

**PUBLICATION DATE:** May 1, 2008

**NO. POTENTIAL BIDDERS:** 8

**SUMMARY**

<b>Bidder:</b>	<u>Galvan Construction</u> Grand Island NE	<u>Diamond Engineering Co.</u> Grand Island NE
<b>Bid Security:</b>	AMCO Insurance Company	Universal Surety Company
<b>Exceptions:</b>	None	None
<b>Bid Price:</b>	\$31,623.32	\$38,472.13

cc: Steve Riehle, Public Works Director  
Dale Shotkoski, City Attorney  
Jeff Pederson, City Administrator

Catrina Delosh, PW Admin. Assist.  
Wes Nespor, Assist. City Attorney  
Tom Carlson, PW Engineer

**P1255**



RESOLUTION 2008-142

WHEREAS, the City of Grand Island invited sealed bids for Handicap Ramp Project No. 2008-1, according to plans and specifications on file with the Public Works Department; and

WHEREAS, on May 13, 2008 bids were received, opened, and reviewed; and

WHEREAS, Galvan Construction, 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 \$31,623.32; and

WHEREAS, Galvan Construction, Inc.'s bid is less than the estimate for such project.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Galvan Construction, Inc. of Grand Island, Nebraska in the amount of \$31,623.32 for Handicap Ramp Project No. 2008-1 is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 27, 2008.

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Margaret Hornady, Mayor

Attest:

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RaNae Edwards, City Clerk

Approved as to Form	<input type="checkbox"/>	_____
May 22, 2008	<input type="checkbox"/>	City Attorney



# City of Grand Island

Tuesday, May 27, 2008

Council Session

## Item G10

**#2008-143 - Approving Bid Award for the 2008 Asphalt  
Resurfacing, Project No. 2008-AC-1**

Staff Contact: Steve Riehle, City Engineer/Public Works Director

# **Council Agenda Memo**

**From:** Steven P. Riehle, Public Works Director

**Meeting:** May 27, 2008

**Subject:** Approving Bid Award for the 2008 Asphalt Resurfacing Project No. 2008-AC-1

**Item #'s:** G-10

**Presenter(s):** Steven P. Riehle, Public Works Director

## **Background**

On May 1, 2008 the Engineering Division of the Public Works Department advertised for bids for the 2008 Asphalt Resurfacing Project Number 2008-AC-1.

## **Discussion**

Two (2) bids were received and opened on May 13, 2008. The bids were submitted in compliance with the contract, plans, and specifications. A summary of the bids is shown below.

<b><i>Bidder</i></b>	<b><i>Exceptions</i></b>	<b><i>Bid Security</i></b>	<b><i>Total Bid</i></b>
Gary Smith Construction Co., Inc. of Grand Island, NE	Noted	Inland Insurance Company	\$797,882.76
J.I.L. Asphalt Paving Co. of Grand Island, NE	None	Inland Insurance Company	\$807,161.70

The nation is seeing increases in many products because of the increasing fuel costs. The asphalt industry is especially impacted by such increases. The estimate for the project at the time the plans and specifications were prepared was \$645,045.62. When bids were opened the low bidder was almost 25% above the estimate. The bids are believed to be competitive as there was only 1% difference between them.

The City only has \$750,000 in the budget for this years asphalt resurfacing project. The project to install handicap ramps at \$31,623.32 is mandated to be part of our asphalt

resurfacing program by the American's with Disabilities Act. That leaves \$718,376.68 for the Asphalt Resurfacing Project Number 2008-AC-1.

The low bidder also included an exception to the specifications and offered to substitute recycled asphalt millings for virgin aggregate and reduce the overall cost to the City by \$2.90 per ton of hot mix asphalt.

There are sufficient funds in Account No. 10033506-85354 to fund this project.

Following is a list of the streets included in the 2008-AC-1 project:

- Section #1.** 3<sup>rd</sup> Street form Wheeler Avenue to Vine Street.
- Section #2.** Wheeler Avenue from 1<sup>st</sup> Street to 3<sup>rd</sup> Street.
- Section #3.** Locust Street from 1<sup>st</sup> Street to South Front Street.
- Section #4.** Pine Street from 1<sup>st</sup> Street to 4<sup>th</sup> Street.
- Section #5.** South Front Street from Pine Street to Sycamore Avenue.
- Section #6.** Sycamore Avenue from 2<sup>nd</sup> Street to 3<sup>rd</sup> Street.
- Section #8.** Oak Street from 2<sup>nd</sup> Street to 3<sup>rd</sup> Street.
- Section #9.** Stuhr Road from the bridge south of Stolley Park Road to the BNSF railroad tracks south of Swift.
- Section #11.** Capital Avenue from Illinois Avenue to the east City Limits.
- Section #12.** 13<sup>th</sup> Street form the west City Limits to the concrete west of Diers Avenue.
- Section #13.** Located on Holcomb Street from Riverside Drive to Locust Street.
- Section #14.** Located on Old Potash Highway from Highway 281 to Webb Road.

The following sections were removed from this year's work to keep the project under budget.

- Sections #10.** Anna Street from Grant Street to Monroe Street.
- Section #7.** Kimball Avenue from 1<sup>st</sup> Street to 2<sup>nd</sup> Street.

## **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

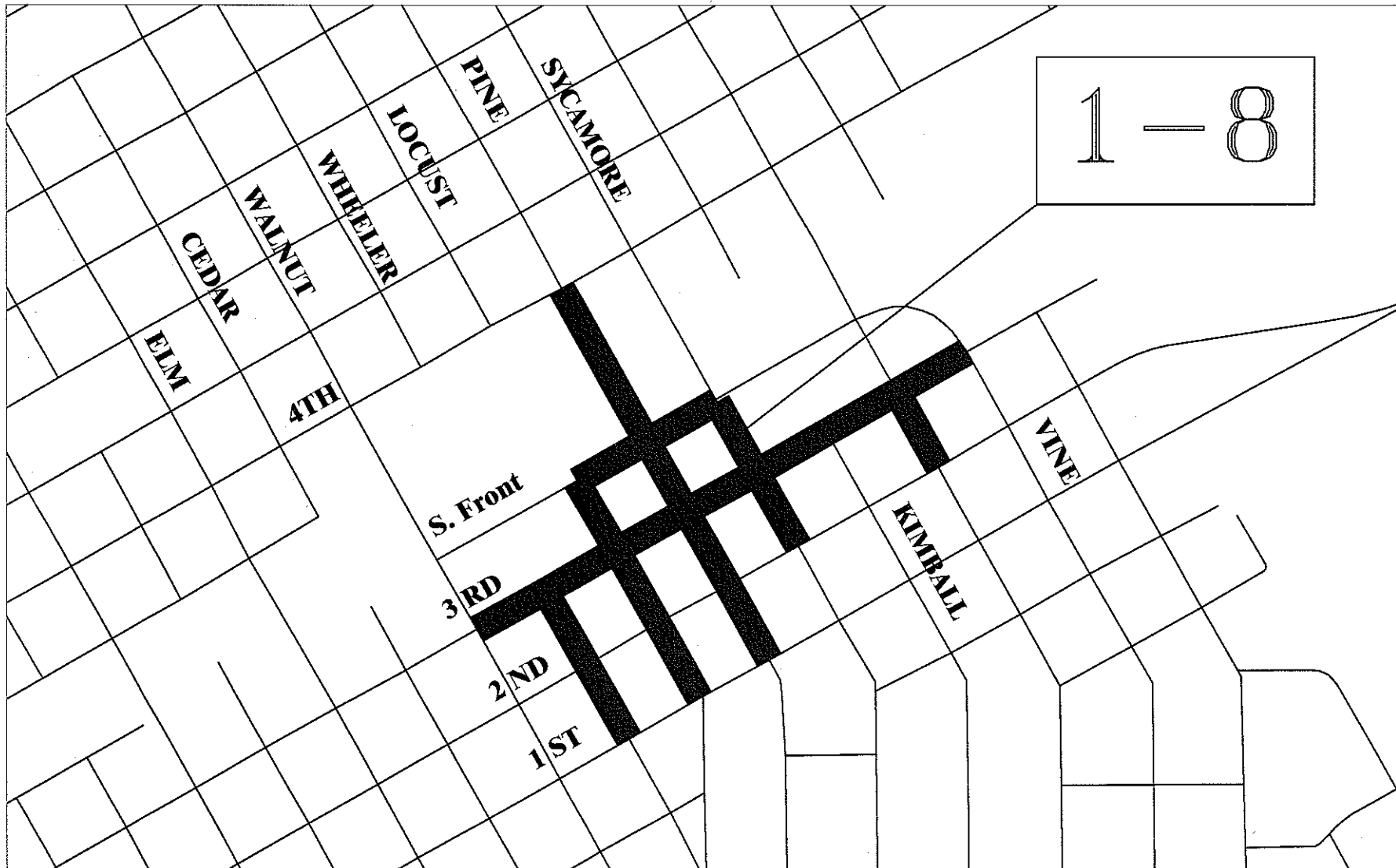
## **Recommendation**

City Administration recommends that the Council approve awarding a contract to Gary Smith Construction Company, Inc. of Grand Island, Nebraska in the amount of \$718,376.68.

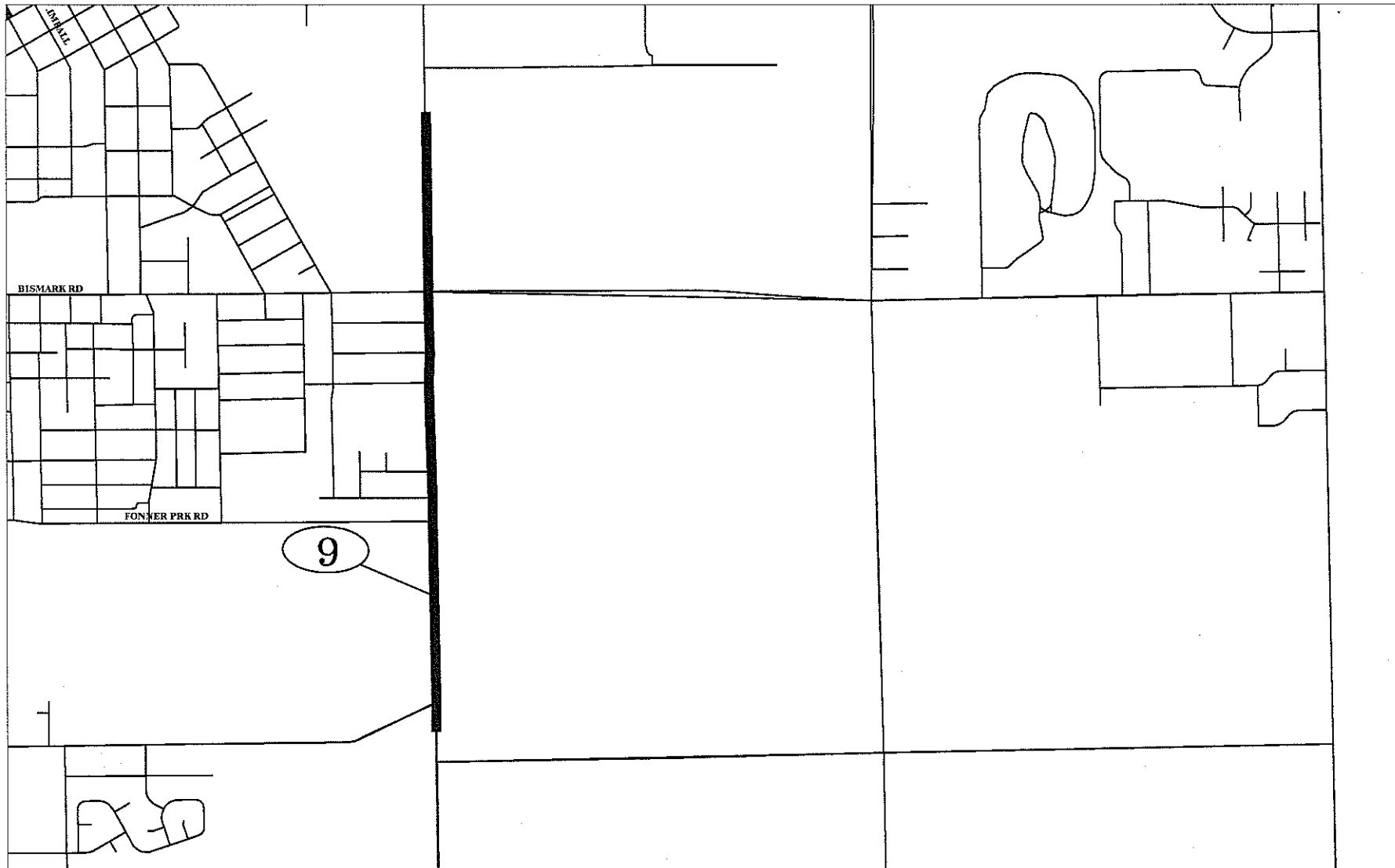
## **Sample Motion**

Move to approve the bid award.

# ASPHALT MAINTENANCE PROJECT 2008-AC-1



# ASPHALT MAINTENANCE PROJECT 2008-AC-1

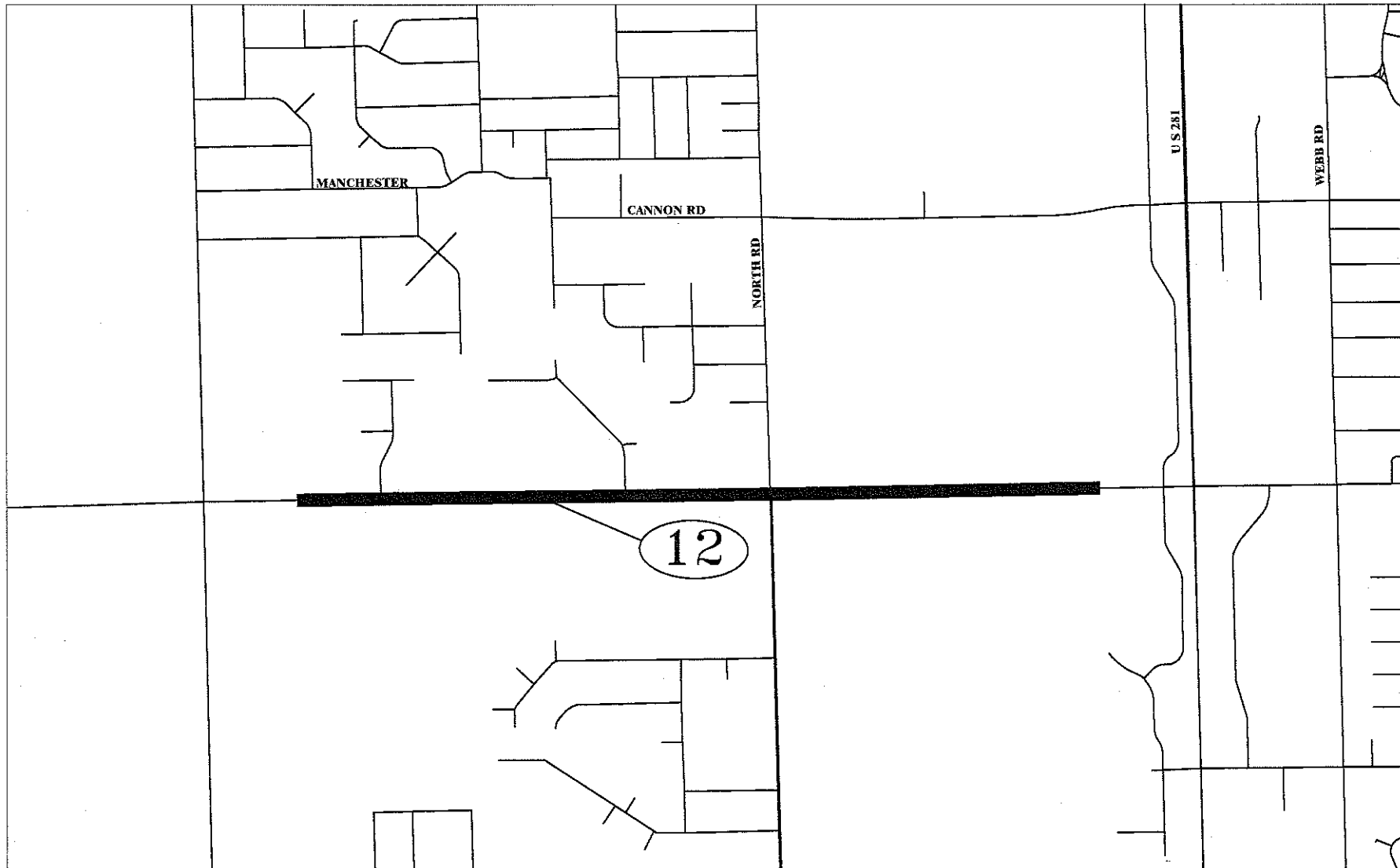


# ASPHALT MAINTENANCE PROJECT 2008-AC-1





# ASPHALT MAINTENCE PROJECT 2008-AC-1



# ASPHALT MAINTENCE PROJECT 2008-AC-1



# **CONTRACT AGREEMENT**

## CONTRACT AGREEMENT

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2008, by and between Gary Smith Construction Company, Inc. of Grand Island, Nebraska 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 **Asphalt Maintenance Project 2008-AC-1**; 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 and Special Provisions, 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 **Seven Hundred Eighteen Thousand Three Hundred Seventy Six and 68/100 Dollars (718,376.68)** 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 **Asphalt Maintenance Project 2008-AC-1**.

CA - 1

CONTRACT AGREEMENT (Continued)

ARTICLE IV. That the contractor shall start work as soon as possible after the contract is signed and the required bond is approved, and that the work in this contract shall be completed no later than September 26, 2008.

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.

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 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 to 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 and bond are in due form according to law and are hereby approved.

\_\_\_\_\_ Date \_\_\_\_\_  
Attorney for the City

*Purchasing Division of Legal Department*  
**INTEROFFICE MEMORANDUM**



Dale M. Shotkoski, Assistant City Attorney

*Working Together for a  
Better Tomorrow, Today*

**BID OPENING**

**BID OPENING DATE:** May 13, 2008 at 11:00 a.m.

**FOR:** Asphalt Maintenance Project 2008-AC-1

**DEPARTMENT:** Public Works

**ESTIMATE:** \$645,045.62

**FUND/ACCOUNT:** 10033506-85354

**PUBLICATION DATE:** May 1, 2008

**NO. POTENTIAL BIDDERS:** 2

**SUMMARY**

<b>Bidder:</b>	<b><u>J.I.L. Asphalt Paving Co.</u></b> Grand Island NE	<b><u>Gary Smith Construction Co., Inc.</u></b> Grand Island NE
<b>Bid Security:</b>	<b>Inland Insurance Company</b>	<b>Inland Insurance Company</b>
<b>Exceptions:</b>	<b>None</b>	<b>Noted</b>
<b>Bid Price:</b>	<b>\$807,161.70</b>	<b>\$797,882.76</b>

cc: Steve Riehle, Public Works Director  
Dale Shotkoski, City Attorney  
Jeff Pederson, City Administrator

Catrina Delosh, PW Admin. Assist.  
Wes Nespor, Assist. City Attorney  
Tom Carlson, PW Engineer

**P1254**

R E S O L U T I O N    2008-143

WHEREAS, the City of Grand Island invited sealed bids for Asphalt Resurfacing Project No. 2008-AC-1, according to plans and specifications on file with the City Engineer/Public Works Director; and

WHEREAS, on May 13, 2008 bids were received, opened, and reviewed; and

WHEREAS, Gary Smith Construction Company, 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 \$797,882.76; and

WHEREAS, Gary Smith Construction Company, Inc.'s bid is higher than the estimate for such project, but deemed acceptable because the 2<sup>nd</sup> bidder was approximately 1% higher.

WHEREAS, \$718,376.68 is available in the Fiscal Year 2007/2008 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 Gary Smith Construction Company, Inc. of Grand Island, Nebraska in the amount of \$797,882.76 for Asphalt Maintenance Project 2008-AC-1 is hereby approved as the lowest responsible bid.

BE IT FURTHER 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,, 2008.

\_\_\_\_\_  
Margaret Hornady, Mayor

Attest:

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

Approved as to Form	<input type="checkbox"/> _____
May 23, 2008	<input type="checkbox"/> City Attorney





# City of Grand Island

Tuesday, May 27, 2008

Council Session

## Item G11

**#2008-144 - Approving Update to Resolution 2007-204; Purchase of (1) Wheel Loader for Use in the Sludge Disposal Operation for the Waste Water Division**

Staff Contact: Steve Riehle, City Engineer/Public Works Director

# **Council Agenda Memo**

**From:** Steven P. Riehle, Public Works Director

**Meeting:** May 27, 2008

**Subject:** Approving Update to Resolution 2007-204; Purchase of (1) Wheel Loader for use in the Sludge Disposal Operation for the Waste Water Division

**Item #'s:** G-11

**Presenter(s):** Steven P. Riehle, Public Works Director

## **Background**

On August 28, 2007 the City Council passed Resolution 2007-204 approving the purchase of two (2) Wheel Loaders for use in the sludge disposal operations at the Waste Water Treatment Plant. One (1) of the wheel loaders was purchased in September 2007.

## **Discussion**

The Fiscal Year stated in Resolution 2007-204 was 2006/2007. The request at this time is to update the resolution to cover Fiscal Year 2007/2008.

Funds are available in Account No. 53030054-85615.

## **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 update to Resolution 2007-204 to cover Fiscal Year 2007/2008.

## **Sample Motion**

Move to approve update to Resolution 2007-204.

RESOLUTION 2008-144

WHEREAS, on August 28, 2007, by Resolution 2007-204, the City Council of the City of Grand Island approved the purchase of two (2) wheel loaders for use in the sludge disposal operations; and

WHEREAS, the City of Grand Island has a Replacement Agreement with Mid-Land Equipment of Omaha, Nebraska; and

WHEREAS, One (1) wheel loader was purchased through Resolution 2007-204 during Fiscal Year 2006/2007; and

WHEREAS, the funding for such vehicle is provided in the 2007/2008 budget.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the purchase of one (1) 621 D Wheel Loader at \$12,250.00 (plus trade-in valued at \$99,874.00) from Mid-Land Equipment of Omaha, Nebraska is hereby approved.

BE IT FURTHER RESOLVED that the purchase of one (1) 621 D Wheel Loader under the Replacement Agreement in the total amount of \$12,250.00 (plus trade-in valued at \$99,874.00) is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 27, 2008.

\_\_\_\_\_  
Margaret Hornady, Mayor

Attest:

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

Approved as to Form	☐ _____
May 22, 2008	☐ City Attorney



# City of Grand Island

Tuesday, May 27, 2008

Council Session

## Item G12

**#2008-145 - Approving Time Extension to the Contract with The Diamond Engineering Company for Construction of Water Main District 453T and Sanitary Sewer District 522T, Lift Station # 22 at the National Guard Helicopter Facility**

Staff Contact: Steve Riehle, City Engineer/Public Works Director

# **Council Agenda Memo**

**From:** Steven P. Riehle, Public Works Director  
Gary Mader, Utilities Director

**Meeting:** May 27, 2008

**Subject:** Approving Time Extension to the Contract with The Diamond Engineering Company for Construction of Water Main District 453T, Sanitary Sewer District 522T, Lift Station # 22 at the National Guard Helicopter Facility

**Item #'s:** G-12

**Presenter(s):** Steven P. Riehle, Public Works Director

## **Background**

The City Council awarded the bid for construction of the Water Main District 453T, Sanitary Sewer District 522T, and Lift Station # 22 at the National Guard Helicopter Facility to The Diamond Engineering Company on October 9, 2007. The Diamond Engineering Company is requesting a time extension to complete the work.

## **Discussion**

The winter weather and temperatures delayed the planned start date and hampered The Diamond Engineering Company's ability to work efficiently when they were able to begin the construction.

The water main portion of this project is substantially complete. However, delays are occurring with the steel manufacturers for the building portion of the sanitary sewer lift station.

Any changes to the contract require council approval. The Diamond Engineering Company is requesting that the final completion date be changed from May 31, 2008 to June 30, 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 the Council approve extension of the completion date to June 30, 2008.

## **Sample Motion**

Move to approve extension of completion.



## CONTRACT TIME EXTENSION

**PROJECT:** Water Main District 453T, Sanitary Sewer District 522T, Lift Station # 22

**CONTRACTOR:** The Diamond Engineering Company

**AMOUNT OF ORIGINAL CONTRACT:** \$613,371.10

**CONTRACT DATE:** October 23, 2007

Notice to Proceed Date ----- October 26, 2008

Original Completion Date ----- May 31, 2008

Revised Completion Date ----- June 30, 2008

**Contractor** The Diamond Engineering Company

**By** Paul C. Haring

**Date** 5/19/08

**Title** Vice President

**CITY OF GRAND ISLAND, NEBRASKA**

**By** \_\_\_\_\_  
Mayor

**Date** \_\_\_\_\_

**Attest** \_\_\_\_\_  
City Clerk



RESOLUTION 2008-145

WHEREAS, on October 9, 2007, by Resolution 2007-254, the City Council of the City of Grand Island approved the bid of The Diamond Engineering Company of Grand Island, Nebraska for construction of Water Main District 453T, Sanitary Sewer District 522T, and Lift Station #22 at the National Guard Helicopter Facility; and

WHEREAS, the completion of such project has been delayed due to delays with steel manufacturers for the building portion of the sanitary sewer lift station; and

WHEREAS, The Diamond Engineering Company has requested an extension from May 31, 2008 to June 30, 2008 in order to complete the project; and

WEREAS, the Public Works Department and Utilities Department are agreeable to such contract extension.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the completion date for the construction of Water Main District 453T, Sanitary Sewer District 522T, and Lift Station # 22 is hereby extended until June 30, 2008.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 27, 2008.

\_\_\_\_\_  
Margaret Hornady, Mayor

Attest:

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

Approved as to Form	☐ _____
May 22, 2008	☐ City Attorney



# **City of Grand Island**

**Tuesday, May 27, 2008**

**Council Session**

## **Item G13**

**#2008-146 - Approving Bid Award for Trucking of Sewage Sludge  
for the Waste Water Division**

**Staff Contact: Steve Riehle, City Engineer/Public Works Director**

# **Council Agenda Memo**

**From:** Steven P. Riehle, Public Works Director

**Meeting:** May 27, 2008

**Subject:** Approving Bid Award for Trucking of Sewage Sludge  
for the Waste Water Division

**Item #'s:** G-13

**Presenter(s):** Steven P. Riehle, Public Works Director

## **Background**

The Waste Water Division of the Public Works Department advertised May 5, 2008 for trucking of sewage sludge.

## **Discussion**

One bid was received and opened on May 20, 2008. The bid was submitted in compliance with the bid request and noted no exceptions. The bid is shown below.

<b><i>Bidder</i></b>	<b><i>Exceptions</i></b>	<b><i>Bid</i></b>
Butler County Landfill	None	\$10.60 per ton

The estimate for trucking the sewage sludge was \$10.75 per ton. There are sufficient funds in account 53030052-85213.

## **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 bid award to the Butler County Landfill of David City, Nebraska in the amount of \$10.60 per ton.

## **Sample Motion**

Move to approve the bid award.

*Purchasing Division of Legal Department*  
**INTEROFFICE MEMORANDUM**



Dale M. Shotkoski, Assistant City Attorney

*Working Together for a  
Better Tomorrow, Today*

**BID OPENING**

**BID OPENING DATE:** May 20, 2008 at 11:00 a.m.

**FOR:** Trucking of Sewage Sludge

**DEPARTMENT:** Public Works

**ESTIMATE:** \$10.75 per ton

**FUND/ACCOUNT:** 53030052-85213

**PUBLICATION DATE:** May 5, 2008

**NO. POTENTIAL BIDDERS:** 5

**SUMMARY**

**Bidder:** Butler County Landfill  
David City, NE

**Exceptions:** None

**Bid Price:** \$10.60 per ton

cc: Steve Riehle, Public Works Director  
Catrina Delosh, PW Admin. Assist.  
Wes Nespor, Assist. City Attorney

Roger Scott, Eng. Tech. WWTP  
Dale Shotkoski, City Attorney  
Jeff Pederson, City Administrator

**P1252**

R E S O L U T I O N    2008-146

WHEREAS, the City of Grand Island invited sealed bids for Trucking of Sewage Sludge for the Waste Water Division of the Public Works Department, according to specifications on file with the City Engineer; and

WHEREAS, on May 20, 2008 bids were received, opened, and reviewed; and

WHEREAS, Butler County Landfill submitted a bid in accordance with the terms of the advertisement and bid specifications and all other statutory requirements contained therein, such bid being in the amount of \$10.60 per ton; and

WHEREAS, Butler County Landfill's bid is less than the estimate for such project.

WHEREAS, Butler County Landfill shall start work June 2, 2008 hauling sludge for a minimum period of one (1) year, and the contract shall automatically renew unless discontinued by either party with at least a 30 day written notice.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Butler County Landfill of David City, Nebraska in the amount of \$10.60 per ton for trucking of sewage sludge is hereby approved as the lowest responsible bid.

BE IT FURTHER 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, 2008.

\_\_\_\_\_  
Margaret Hornady, Mayor

Attest:

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

Approved as to Form	<input type="checkbox"/>	_____
May 22, 2008	<input type="checkbox"/>	City Attorney



# City of Grand Island

Tuesday, May 27, 2008

Council Session

## Item G14

**#2008-147 - Approving Agreement for Preliminary Engineering  
Related to Safe Routes to School Program for the Walk to Walnut  
Project**

Staff Contact: Steve Riehle, City Engineer/Public Works Director

# **Council Agenda Memo**

**From:** Steven P. Riehle, Public Works Director

**Meeting:** May 27, 2008

**Subject:** Approving Agreement for Preliminary Engineering  
Related to Safe Routes to School Program for the Walk  
to Walnut Project

**Item #'s:** G-14

**Presenter(s):** Steven P. Riehle, Public Works Director

## **Background**

The Nebraska Department of Roads administers a program called Safe Routes to Schools to fund infrastructure (sidewalk and street crossing improvements, traffic diversion and bicycle facilities) and non-infrastructure projects (promotional materials, student bicycle and pedestrian safety education sessions).

Safe Routes funding can be 100 percent funded by the federal government and requires no matching funds by local entities. The Safe Routes to School program focuses on promoting physical activity and improving health, making routes to school safe, and reducing traffic congestion around schools by encouraging K-8 school children to walk and bike to school.

In May 2007 the City of Grand Island was awarded a total of \$269,644 to fund the Safe Routes to School Program for the Walk to Walnut infrastructure project. The Grand Island Public Schools is providing in-kind donations in the amount of \$7,940 and a local cash match in the amount of \$15,000 for a total of \$22,940 to be applied toward the total project cost.

The council approved a program agreement with the Nebraska Department of Roads for the project at the August 27, 2008 council meeting. The infrastructure project will realign the existing driveway to Walnut Middle School to match up with 15<sup>th</sup> Street and install a traffic signal. The project will make it safer for children crossing Custer Avenue and encourage more walking and biking to school. Project partners include the City, Grand Island Public Schools, the Central District Health Department, and Safe Kids Tri-Cities.



On December 29, 2007 the Engineering Division of the Public Works Department advertised for proposals for Engineering Consulting Services for Walk to Walnut Safe Routes to School project.

### **Discussion**

Five (5) proposals were received, opened, and reviewed on January 15, 2008 by the Engineering Division of the Public Works Department. The Schemmer Associates, Inc. of Lincoln, Nebraska submitted the proposal that was chosen using evaluation criteria listed in the RFP.

- Relevant Experience 25%
- Past Performance 20%
- Office Proximity to Project 10%
- Technical Capability 20%
- Project Approach 25%

The Nebraska Department of Roads and Sinclair Hille Architects, as the program administrator, have approved the selection and prepared the attached agreement. The work is to be performed at actual costs with a maximum amount of \$33,388.05.

### **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 agreement with The Schemmer Associates, Inc. of Lincoln, Nebraska, with Rockwell & Associates of Grand Island, Nebraska as a sub-consultant.

### **Sample Motion**

Move to approve the agreement.

## CONSULTANT AGREEMENT

PRELIMINARY ENGINEERING SERVICES  
PROJECT NO. SRTS-40(57)  
CONTROL NO. 42521  
CITY OF GRAND ISLAND  
THE SCHEMMER ASSOCIATES, INC.  
GRAND ISLAND WALNUT MIDDLE SCHOOL PROJECT

THIS AGREEMENT, entered into by and between the City of Grand Island hereinafter referred to as the "City", and the firm of The Schemmer Associates, Inc. hereinafter referred to as the "Consultant".

WITNESSETH:

WHEREAS, the City desires to engage the Consultant to render professional services for the above named project at the location shown on EXHIBIT "A", which is attached and hereby made a part of this agreement, and

WHEREAS, the Consultant is willing to perform such work in accordance with the terms hereinafter provided, and hereby agrees to comply with all federal, state, and local laws and ordinances applicable to the work.

NOW THEREFORE, in consideration of these facts, the parties hereto agree as follows:

### I. DEFINITIONS

Wherever in this agreement the following terms are used, or pronouns used in their stead, they will have the meaning here given:

"CONSULTANT" means The Schemmer Associates, Inc., whose business and mailing address is 134 South 13<sup>th</sup> Street, Suite 1100, Lincoln, Nebraska 68508-1931.

"STATE" means the Nebraska Department of Roads in Lincoln, Nebraska, the Director of the department, or his authorized representative.

"CITY" means City of Grand Island, whose mailing address is PO Box 1968, Grand Island, Nebraska 68801.

"FHWA" means the Federal Highway Administration, Department of Transportation, Washington, D.C. 20590, acting through its authorized representative.

"DOT" means the United States Department of Transportation, Washington, D.C. 20590, acting through its authorized representatives.

To "ABANDON" the work means that a determination has been made by the City that conditions or intentions as originally existed have changed and that the work as contemplated herein is to be renounced and deserted for as long in the future as can be foreseen.

To "SUSPEND" the work means that it has been determined by the City that progress is not sufficient or that the conditions or intentions as originally existed have changed or the work completed or submitted is unsatisfactory and that the work as completed herein should be stopped on a temporary basis. This cessation will prevail until such time as a determination can be made to abandon or terminate the work or to reinstate it under the conditions as defined in this agreement.

To "TERMINATE" or the "TERMINATION" of this agreement is the cessation or quitting of this agreement based upon action or failure of action on the part of the Consultant as defined herein and as determined by the State.

II. GENERAL DESCRIPTION OF SCOPE AND CONTROL OF THE WORK

The Consultant shall prepare plans and specifications for Project No. SRTS-40(57), Control No. 42521, in Hall County, Nebraska.

Upon receiving a notice to proceed, the Consultant shall perform all of the work required under this agreement as outlined in EXHIBIT "B", Scope of Services, and EXHIBIT "C", Consultant's fee proposal, attached and hereby made a part of this agreement.

III. STANDARD PRACTICES AND REQUIREMENTS

It is mutually agreed that the City, the State, and the FHWA have continuing rights of work progress inspections. Any additions, deletions, changes, elaborations, or modifications of the services provided under the terms of this agreement, which may from time to time be determined by the City as desirable or preferable, will be controlling and governing.

IV. TIME OF BEGINNING AND COMPLETION

The City will issue the Consultant a written Notice-to-Proceed after this agreement is approved by the City. Any work or services performed on the project prior to the Notice-to-Proceed date is not eligible for reimbursement.

The Consultant shall complete all work required under this agreement in a satisfactory manner by December 31, 2008.

Any costs incurred after the completion deadline are not eligible for reimbursement unless the City has approved an extension of time.

The completion time will not be extended because of any avoidable delay attributed to the Consultant, but delays attributable to the City may constitute a basis for an extension of time.

City authorized changes in the scope of work which increase the workhours or services required of the Consultant will provide the basis for an extension of time.

V. FEES AND PAYMENTS

- A. For performance of the work as outlined in this agreement, the Consultant will be paid a fixed-fee-for-profit of \$3,069.23, and up to a limiting amount of \$30,318.82 for actual costs that are allowable subject to the terms of this agreement and the federal cost principles contained in the Federal Acquisition Regulation (48 CFR 31). The total agreement amount is \$33,388.05.

- B. The Consultant is responsible for determining if its actual costs will exceed the limiting amount stated above. If at any time during this project, the Consultant determines that its costs will exceed, or have exceeded, the limiting amount stated above, the Consultant must immediately notify the City in writing and describe which costs are causing the overrun and the reason. The Consultant will also estimate the additional costs needed to complete the

work. The State will then determine if the limiting amount is to be increased, and a supplemental agreement will be prepared if needed.

C. The City is not responsible for costs incurred prior to the Notice-to-Proceed date or after the completion deadline date stated in Section IV of this agreement.

D. The fixed-fee is computed upon the direct salary or wage costs, indirect salary costs, indirect non-salary costs, and direct payroll additives. The fixed-fee is not allowable upon direct non-salary costs.

E. The Consultant should submit invoices to the City at monthly intervals. The invoices must present actual direct labor, actual overhead, and actual direct non-labor costs, as well as a prorated amount of the fixed-fee based upon the actual direct labor and overhead costs billed for that period relative to the Consultant's estimated total direct labor and indirect overhead costs, until 100 percent of the fixed-fee has been billed. The fixed-fee amount on the final invoice should be the difference between 100 percent of the agreed-upon fee and the total amount previously billed. The invoices must identify 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.

Invoices must be substantiated by progress reports which indicate the percent of work completed.

F. The City will make every effort to pay the Consultant within 30 days of receipt of the Consultant's invoices. Payment is dependent upon whether the monthly progress reports provide adequate substantiation for the work and whether the City determines that the work is satisfactory. Upon determination that the work was adequately substantiated and satisfactory, payment will be made in the amount of 100 percent of the billed actual costs and 90 percent of the billed fixed-fee. The 10 percent fixed-fee retention will be paid after all work required under this agreement is completed and accepted by the State.

The acceptance by the Consultant of the final payment will constitute and operate as a release to the City for all claims and liability to the Consultant, its representatives, and assigns, for any and all things done, finished, or relating to the services rendered by or in connection with this agreement or any part thereof. The Consultant agrees to reimburse the City for any overpayments discovered by the City or its authorized representative.

G. The Consultant shall maintain, and also require that any 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 payment under this agreement. Such materials must be available for inspection by the City, the State, FHWA, or any authorized representative of the federal government, and copies thereof shall be furnished by the Consultant, when requested.

VI. DUE PROFESSIONAL CARE

It is understood by the parties that the City will rely on the professional performance and ability of the Consultant. Any examination by the City, the State or FHWA, or any acceptance or use of the work product of the Consultant, will not be considered to be a full comprehensive examination and will not be considered an approval of the work product of the Consultant which would relieve the Consultant from any 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 agreement. That further, acceptance or approval of any of the work of the Consultant by the City, or of payment, partial or final, will not constitute a waiver of any rights of the City 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 plans, specifications, and estimates are found to be in error or there are omissions therein revealed during the construction of the project and revision or reworking of the plans is necessary, the Consultant shall make such revisions without expense to the City. The Consultant shall respond to the City's notice of any errors or omissions within 24 hours and give immediate attention to these corrections to minimize any delays to the construction contractor. This may involve visits by the Consultant to the project site, if directed by the City. If the Consultant discovers errors in its work, it shall notify the City of such errors within seven days. Failure to so notify the City will constitute a breach of this agreement. The Consultants' legal liability for all damages incurred by the City caused by error, omission, or negligent acts of the Consultant will be borne by the Consultant without liability or expense to the City.

VII. CHANGE OF PLAN, ABANDONMENT, SUSPENSION, AND TERMINATION

Additions to the schedule of services, if approved in writing, will require negotiation of a supplemental agreement. For any work beyond the schedule of services, the Consultant shall document the additional work, estimate the cost to complete said work, and receive written approval from the City before the Consultant begins such work. Any such work performed prior to written approval of the City will be done at the expense of the Consultant.

The City has the absolute right to abandon the project or to change the general scope of work at any time, and such action on its part shall in no event be deemed a breach of agreement. The right is reserved by the City to suspend this agreement at any time or to terminate it. Such suspension or termination may be effected by the City giving the Consultant seven days written notice.

If the City abandons or subtracts from the work, or suspends or terminates the agreement as presently outlined, the Consultant will be compensated in accordance with 48 CFR, Part 31, provided however, that in case of suspension, abandonment, or termination for breach of this agreement or for tender of improper work, the City will have the power to suspend payments, pending the Consultant's compliance with the provisions of this agreement. In determining the percentage of work completed, the City will consider the work performed by the Consultant prior to abandonment or termination, to the total amount of work contemplated by this agreement. The ownership of all project documents, completed or partially completed at the time of such termination or abandonment, will be retained by the City and the Consultant shall immediately deliver all documents to the City.

VIII. OWNERSHIP OF DOCUMENTS

All surveys, tracings, plans, specifications, maps, computations, sketches, charts, and other project data prepared or obtained under the terms of this agreement will become the property of the City and the Consultant shall deliver them to the City without restriction or limitation to further use.

IX. GENERAL COMPLIANCE WITH LAWS

The Consultant hereby agrees to comply with all federal, state, and local laws and ordinances applicable to the work.

X. DISPUTES

Any dispute concerning a question of fact in connection with the work, not disposed of by this agreement, will be referred for determination to the Director-State Engineer of the State or his duly authorized representative, whose decision in the matter will be final and conclusive on the parties to this agreement.

XI. PROFESSIONAL REGISTRATION

The Consultant shall affix the seal of a registered professional engineer/architect, licensed to practice in the State of Nebraska, on all plans, documents, and specifications prepared hereunder.

XII. SUCCESSORS AND ASSIGNS

This agreement is binding on the successors and assigns of either party.

XIII. DRUG-FREE WORKPLACE POLICY

The Consultant shall have an acceptable current drug-free workplace policy.

XIV. FAIR EMPLOYMENT PRACTICES ACT

The Consultant agrees to abide by the Nebraska Fair Employment Practices Act as provided by Sections 48-1101 through 48-1126, Nebraska Revised Statutes (Reissue 1988), which is hereby made a part of and included in this agreement by reference.

XV. DISABILITIES ACT

The Consultant agrees to comply with the Americans with Disabilities Act of 1990 (P.L. 101-366), as implemented by 28 CFR 35, which is hereby made a part of and included in this agreement by reference.

XVI. MINORITY BUSINESS ENTERPRISES

The Consultant agrees to ensure that minority business enterprises, as defined in 49 CFR 23, have the maximum opportunity to compete for and participate in the performance of subcontracts financed in whole or in part with federal funds under this agreement. Consequently, the minority business requirements of 49 CFR 23 are hereby made a part of and included in this agreement by reference.

XVII. NONDISCRIMINATION

Compliance with Regulations: During the performance of this agreement, the Consultant, for itself and its assignees and successors in interest, agrees to comply with the regulations relative to nondiscrimination in federally assisted programs of the DOT (49 CFR 21 and 27, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this agreement.

XVIII. SUBLETTING, ASSIGNMENT, OR TRANSFER

As outlined in Section XIX of this agreement, the Consultant shall take all necessary and reasonable steps to ensure that minority business enterprises have the maximum opportunity to compete for and perform subcontracts. Any written request to sublet any other work must include documentation of efforts to employ a minority business enterprise.

XIX. CONSULTANT CERTIFICATION

The Consultant hereby certifies that wage rates and other factual unit costs supporting the fees in this

agreement are accurate, complete, current, and subject to adjustment, if required, as provided by Sections 81-1701 through 81-1721, Nebraska Revised Statutes (Reissue 1987).

After being duly sworn on oath, I do hereby certify that except as noted below, neither I nor any person associated with this firm in the capacity of owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of federal funds:

- (a) 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
- (b) has agreed, as an express or implied condition for obtaining this agreement, to employ or retain the services of any firm or person connection with carrying out this agreement, or
- (c) 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).

Certification Regarding Debarment, Suspension, and Other  
Responsibility Matters - Primary Covered Transactions

Instructions for Certification

1. By signing this AGREEMENT, the Consultant is providing the certification set out below.
2. 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 City'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.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the City 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 City may terminate this agreement for cause of default.
4. The Consultant shall provide immediate written notice to the City if at any time the Consultant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. 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.

6. 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 City before entering into this agreement.
7. The Consultant further agrees that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the City without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. The Consultant is a covered transaction may rely upon a certification of a prospective Subconsultant in a lower tier covered transaction that 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.
9. 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.
10. Except for transactions authorized under paragraph six 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 City may terminate this agreement for cause or default.

Certification Regarding Debarment, Suspension, and Other  
Responsibility Matters - Primary Covered Transactions

- A. The Consultant certifies to the best of its knowledge and belief, that is and its principals:
- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
  - (2) Have not within a three-year period preceding this agreement have been convicted of or had a civil judgment rendered against them for commission of fraud or 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;
  - (3) 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.(2) or this certification; and
  - (4) 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 FHWA in connection with this agreement involving participation of federal-aid highway funds and is subject to applicable local, state, and federal laws, both criminal and civil.

XX. CERTIFICATION OF CITY

After being duly sworn on oath, I, \_\_\_\_\_ (Signee for City),  
by signing this agreement do hereby certify that 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  
agreement 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 certificate is to be furnished to 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.

XXI. ALL ENCOMPASSED

This instrument embodies the whole 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 contracts, either oral or written hereto.

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

STATE OF \_\_\_\_\_ )  
 ) ss.  
\_\_\_\_\_ COUNTY )

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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

THE SCHEMMER ASSOCIATES, INC.

\_\_\_\_\_  
(NAME & TITLE)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

EXECUTED by the City this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

CITY OF GRAND ISLAND

\_\_\_\_\_  
(NAME & TITLE)

STATE OF NEBRASKA)  
 ) ss.  
\_\_\_\_\_ COUNTY)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

**Walk to Walnut-Safe Routes to School Project**  
**City of Grand Island**  
**Project # SRTS-40(57), C.N. 42521**

**SCOPE OF SERVICES (TASK OUTLINE)**

**Project Administration**

- Project Management
- Kickoff meeting
  - Attended by 2 TSA representatives
- 30% review meetings with City staff
  - Attended by 2 TSA representatives
- 90% review meetings with City staff
  - Attended by 1 TSA representative
- Pre-construction meeting
  - Attended by 1 TSA representative
- Coordination with Rockwell and Associates
- Coordination with City staff
- Coordination with NDOR / Sinclair Hille
- Coordination with Walnut Middle School
- Utility coordination

**City Responsibilities**

- Ownership records and title searches
- Copies of all pertinent as-built information, or original construction documents where as-builts do not exist.
  - Water and sewer as-builts
  - Water and sewer service records
  - Storm drainage as-builts
  - Roadway lighting as-builts
- Bench marks and horizontal control
- Right-of entry on private property for surveyors
- Provide current information, including electronic files regarding existing design concept.
- Develop Contract Documents
- City to submit environmental letters to review agencies and complete the NDOR Programmatic Categorical Exclusion Environmental Determination form.
- 3-year crash data for intersection of Custer Avenue & 15<sup>th</sup> Street and one block in each direction.

**Topographic Field Survey**

- Establish control points
- Topographic survey from 200 feet north and south of 15<sup>th</sup> Street, 100 feet east of Custer Avenue along 15<sup>th</sup> Street, and west of Custer Avenue in the detention pond, park area and the eastern portion of the school parking lot.
- Survey existing utilities per “one-call” marking system. ‘Potholing’ existing utilities is not included in the scope. If ‘potholing’ is deemed necessary for certain utilities as the design progresses, it will be handled with a supplemental agreement.

**Design Submittals**

- Environmental Review form submittal
- Submit to Utility Companies at 30% and 90%
- Preliminary design (30%) + cost estimate
- Final plan review (90%) + cost estimate
- Complete contract documents PS&E submittal

**Site Design**

- Horizontal alignment along Custer Avenue for project baseline
- Pavement Grades-Assume reconstruction of driveway and a portion of the school parking lot south of the school.
- Geometric design – Assume reconstruction of driveway and a portion of the school parking lot south of the school.
- Earthwork – Calculate detention pond storage loss and identify location for replacement storage.
- Storm sewer design – Identify impacts to detention pond outlet structure and design new structure. Relocate existing storm sewer inlet at new driveway location to school.
- Utility coordination with private and public utilities. Two copies of plans shall be submitted to utility companies for markup, one to be retained by utility and one to be returned to consultant.
- Erosion control – design erosion control items
- Construction and removal plans
- Non-standard plan details
- Construction phasing/traffic control plans – Not included in this project.

**Traffic Signal Design**

- Design new traffic signal at the intersection of Custer Avenue and 15<sup>th</sup> Street. Design shall include pole locations, mast arm lengths, signal head locations, location for signal controller cabinet, type and location of signal detection, pull boxes, conduit, signal wiring, special provisions and recommend new location for the speed zone flashers.
- Conduct a traffic signal warrant analysis.
- Recommend the traffic signal timing.

**Pavement Marking and Signing**

- Identify the existing pavement marking removal and location for new pavement markings and permanent signing.

**Right-of-Way Plans**

- Design permanent easement for the detention pond storage mitigation on school property and permanent access easement for the school on City property (assume 2 tracts). Design construction easement for the construction on school property and the two properties on the corner of 15<sup>th</sup> and Custer. (assume 3 tracts). All other work is assumed to occur within City right-of-way or on City property.

**Permit Applications**

- Consultant to prepare permit application for a NPDES Notice of Intent on behalf of the City.

**Public Involvement – Not part of scope****Special provisions**

- Non-standard construction provisions
- Status of Utilities/Status of Right-of-way

**Bid Phase Services**

- Respond to questions during advertisement
- Prepare addenda to documents prior to project letting

**Final Submittal**

- One copy of the final construction plans will be submitted on 11"x17" Bond. Electronic files in MicroStation V8 format will be submitted with the final 100% submittal.

## SUPPLEMENTAL INFORMATION

**Supplemental Services (not included in this project scope but City option to amend original contract at hourly or negotiated rates)**

- Attendance at City Council and Pre-Council meetings
- Public Stakeholder meetings

**Applicable Publications (references)**

- City of Grand Island Design Standards and Standard Specification
- NDOR Standard Specifications (if not covered by City Specifications)
- Manual of Uniform Traffic Control Devices
- Nebraska Department of Roads Safe Routes to School – Guidelines for Project Development- 1<sup>st</sup> Edition, June 2007

[illegible]

**Exhibit C**  
**Walk to Walnut-Safe Routes to School Project**  
**Project No. SRTS-40(57), C.N. 42521**  
**TSA Project No. 01277.894**  
**SUMMARY OF FEE ESTIMATE**

5/15/2008

<b>CATEGORY</b>	<b>HOURS</b>	<b>RATE</b>	<b>LABOR CHARGE</b>
PRINCIPAL	0	\$59.44 \$	-
PROJECT MANAGER	62	\$41.75 \$	2,588.50
SENIOR ENGINEER	60	\$43.27 \$	2,596.20
DESIGN ENGINEER	76	\$27.00 \$	2,052.00
ENGINEERING TECHNICIAN	118	\$18.68 \$	2,204.24
REG LAND SURVEYOR	0	\$0.00 \$	-
SURVEY CREW CHIEF	0	\$0.00 \$	-
SURVEY INST. PERSON	0	\$0.00 \$	-
ADMINISTRATION SUPPORT	2	\$16.00 \$	32.00
<b>TOTAL</b>	<b>318</b>	<b>\$</b>	<b>9,472.94</b>
Overhead, D.L. and G&A	170%		16,104.00
Total Labor Charges		\$	25,576.94
Fixed Fee for Profit	12%		3,069.23
<b>DIRECT COSTS:</b>			
Printing (11 x 17 sheets)		\$1.00	-
Printing (24x36 sheets)	10	\$2.00	20.00
Reproducible Copies (mylar)	10	\$8.00	80.00
Reproducible Copies (vellum)		\$5.00	-
Photocopies		\$0.25	-
Postage	1 L.S.		50.00
Mileage	875	\$0.505	441.88
Rockwell and Associates	1 L.S.		4,150.00
<b>Total Direct Costs</b>		\$	<b>4,741.88</b>
<b>TOTAL ESTIMATED FEE</b>		\$	<b>33,388.05</b>



Dale M. Shotkoski, Assistant City Attorney

*Working Together for a  
Better Tomorrow, Today*

**REQUEST FOR PROPOSAL  
FOR  
SAFE ROUTES TO SCHOOL – WALK TO WALNUT**

**RFP DUE DATE:** January 15, 2008 at 4:00 p.m.

**DEPARTMENT:** Public Works

**PUBLICATION DATE:** December 29, 2007

**NO. POTENTIAL BIDDERS:** 13

**SUMMARY OF PROPOSALS RECEIVED**

**Olsson Associates**  
Grand Island NE

**Kirkham Michael**  
Lincoln, NE

**Schemmer Architects/Engineers/Planners**  
Lincoln, NE

**JEO Consulting Group, Inc.**  
Wahoo, NE

**Miller & Associates**  
Kearney, NE

cc: Steve Riehle, Public Works Director  
Catrina Delosh, Public Works Admin. Assist.  
David Springer, Finance Director  
Wes Nespor, Assist. City Attorney

Bud Buettner, Assist. PW Director  
Jeff Pederson, City Administrator  
Dale Shotkoski, City Attorney  
Sherry Peters, Legal Secretary

**P1217**



RESOLUTION 2008-147

WHEREAS, the City of Grand Island invited proposals for preliminary engineering services for Safe Routes to School Walk to Walnut project, according to Request for Proposals on file with the Engineering Division of the Public Works Department; and

WHEREAS, on January 15, 2008 proposals were received, reviewed, and evaluated in accordance with established criteria; and

WHEREAS, The Schemmer Associates, Inc. of Lincoln, Nebraska, with Rockwell & Associates of Grand Island, Nebraska as a sub-consultant, 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 amount of \$33,388.05; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the proposal of The Schemmer Associates of Lincoln, Nebraska, with Rockwell & Associates of Grand Island, Nebraska as a sub-consultant for preliminary engineering services for Safe Routes to School Walk to Walnut Project is hereby approved.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 27, 2008.

\_\_\_\_\_  
Margaret Hornady, Mayor

Attest:

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

Approved as to Form	<input type="checkbox"/>	_____
May 22, 2008	<input type="checkbox"/>	City Attorney



# City of Grand Island

Tuesday, May 27, 2008

Council Session

## Item G15

**#2008-148 - Approving Agreement with McCook Community  
College for Advanced EMS Training Field Experience**

Staff Contact: Jim Rowell

# **Council Agenda Memo**

**From:** Jim Rowell, Fire Chief  
**Meeting:** May 27, 2008  
**Subject:** Contract with McCook Community College  
**Item #'s:** G-15  
**Presenter(s):** Chief Rowell, Fire Chief

## **Background**

The City of Grad Island has been asked to provide in-field training and experience for students of the emergency medical training program with McCook Community College. We have provided this opportunity to this and other educational institutions in the past and this agreement will allow us to continue this program.

## **Discussion**

This program allows students to receive field training and experience that allows them to apply what they have learned in the classroom. Under the supervision of an experienced paramedic, the student has the opportunity to learn from real world experiences.

## **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 agreement.

## **Sample Motion**

Move to approve the agreement between McCook Community College and the City of Grand Island.

# AGREEMENT

## ADVANCED EMS TRAINING FIELD EXPERIENCE

THIS AGREEMENT made this      day of      2008 by and between McCook Community College, Mid-Plains Community College Area, 1205 East Third Street, McCook, Nebraska; hereinafter referred to as "**College**," and the City of Grand Island, a municipal corporation hereinafter referred to as "**Agency**."

WHEREAS, the parties of the Agreement wish to provide adequate instruction as well as field training experience and observation for the students of McCook Community College registered in the Advanced EMS Training Program; and

WHEREAS, the **Agency** maintains facilities suitable for said instruction and experience.

NOW THEREFORE BE IT RESOLVED, that this Agreement is entered into under the following conditions:

### **General Conditions:**

- (1) This agreement does not contemplate the payment of any fees or remuneration by either party to the other.
- (2) Neither the students nor the **College** instructors shall be deemed employees of the **Agency** and are not eligible for compensation or benefits. There shall be no monetary consideration paid by the **College** or to the **Agency** for the services of said students or instructors.
- (3) The assigned personnel of the **Agency** and the faculty of the **College** assigned to teach in the programs shall cooperate in providing a sound educational environment for effective patient care. Such persons may confer at such times as may be mutually agreed upon to evaluate the education program.
- (4) The **Agency**, in consultation with the faculty responsible for the Advanced EMS Training program shall schedule and arrange for times when students shall be present and the number of students present in such a manner so as not to interfere with the day-to-day operation of the **Agency**.
- (5) Neither the **College** nor the **Agency** shall discriminate against any employee, applicant or student for employment or registration in its course of study because of race, color, religion, sex, national origin, handicap, special disabled veteran's status or Vietnam era veteran's status. Both

parties agree to comply with the Educational Rights and Privacy Act of 1974, as amended governing the privacy of student records.

- (6) Students shall be subject to the **Agency** policies and to the same obligations to maintain confidentiality of the **Agency** patient records as applies to the **Agency** staff. A determination that a student has violated the confidentiality requirements of the **Agency** will be grounds for immediate termination of their service at the **Agency**. **College** will provide students with basic instruction regarding HIPAA privacy rules.
- (7) The **College** reserves the right and discretion to withdraw those students whose work or conduct may have a detrimental effect on the program or whose program and achievement, in the opinion of the **College**, do not justify their continuance in the program. The **Agency** reserves the right to prohibit a student from training at the **Agency** whose conduct may have detrimental effect on patients or who does not adhere to existing rules and regulations of the **Agency**, and to all reasonable rules and regulation of the **Agency**.

#### **Responsibilities of the College:**

- (1) The **College** shall use proper administrative procedure in planning for observation and/or field training experience and to have qualified instructors for the Advanced EMS Training program. The **Agency** will have the right to refuse the program instructor's participation in the training, and the **Agency** will have this right of rejection without cause.
- (2) The **College** shall adhere to existing rules and regulations of the **Agency** and to insure that its students and faculty at all times adhere to those rules and regulations.
- (3) The **College** shall contact the **Agency** at least fourteen (14) days prior to the arrival of students in order to properly plan for their training.
- (4) The **College** shall provide requested demographic, academic and health information, including proof of basic life support certification (CPR), current immunizations and/or testing for measles, mumps, rubella, skin test for tuberculosis (proof of negative chest x-ray when indicated) and Hepatitis B (or a signed waiver) for all students scheduled for field training experience with the **Agency**.
- (5) The **College** shall provide proof of Bloodborne Pathogen and Infection Control training within the past twelve (12) months for all students scheduled for field training experience with the **Agency**. If a blood/body fluid exposure occurs to a student while caring for a patient, the **College** is

responsible for the follow-upon procedures for the students defined by state/federal OSHA regulations.

- (6) (a) The **College** agrees to indemnify and hold harmless the **Agency** against any and all loss and expense, including attorneys' fees and other legal expenses, by reason of liability imposed or claimed to be imposed by law upon the **Agency** for damage because of bodily injuries, including, but not limited to, death at any time resulting therefrom, or on account of damage to property, sustained by any person or persons, arising out of or in consequence of the performance of the terms of this Agreement. However, this hold harmless and indemnification agreement by the **College** does not extend to instances and consequences in which the **Agency** employees, in the course of supervision and instruction, are solely negligent, engage in intentional torts or any intentional misconduct not covered by the **College's** liability insurance policy.
- (b) The **Agency** shall not be called upon to assume charge of the settlement or defense of any claim made or suit, brought or pending, instituted by the **College**, but the **Agency** shall have the right and shall be given the opportunity to associate with the **College** in the defense and control of any suit or proceeding relative to an occurrence where the claim or suit involves, or appears reasonably likely to involve, the **Agency**, in which event the **College** shall cooperate in all things in the defense of such claim, suit or proceeding. But this paragraph shall not apply to instances and harm caused by the intentional torts or willful misconduct of **Agency** employees when such is not covered by the **College's** liability insurance policy.
- (c) It is agreed that neither any termination of this Agreement nor completion of the acts to be performed under this Agreement shall release the **College** from the obligation to indemnify the **Agency** as to any claim or cause of action asserted against the **Agency** so long as the event upon which said claim or cause of action is predicted shall have occurred prior to the effective date of such termination or completion.
- (d) The **College** shall provide and maintain worker's compensation insurance for its employees and general liability insurance, professional liability insurance and/or self-insurance coverage in the amount of at least \$1,000,000 per occurrence and \$3,000,000 in the annual aggregate for students and faculty through a combination of insurance and qualification under and participating in the Nebraska Hospital Medical Liability Act for bodily injury or death on account of alleged errors, omissions and/or negligent acts in the performance of professional services.
- (7) The **College** or its students shall provide necessary textbooks and classroom supplies, if needed, in conjunction with the field training

internship practice. The **Agency** assumes no responsibility for any loss or theft of personal belongings of the **College** or the students enrolled in the **College's** courses.

- (8) The **College** will keep the **Agency** informed of changes in policy which may affect the students training at the **Agency**.

#### **Responsibilities of the Agency:**

- (1) The **Agency** shall provide training appropriate for learning experience by the students. Both parties will agree upon those patient care activities in which students may participate during the field experience.
- (2) The **Agency** will provide on-site supervision of the student and has the right to determine the level of participation in such patient care activities.
- (3) The **Agency** will provide orientation for the **College** staff so as to enable the **College** staff to coordinate their inner-classroom instruction.
- (4) The **Agency** shall provide emergency health care to students for any accident or illness occurring on the **Agency's** premises at the cost of the student. The **Agency** requires that a report be filed immediately with the **Agency** and **College** if the student has an accident or becomes ill while receiving training.
- (5) The **Agency** shall permit **College** students and members of the **College** faculty connected with the education program to use, at their own expense, the cafeteria and/or dining facilities available to **Agency** employees.
- (6) The **Agency** will keep the **College** faculty informed of changes in policy, which affect faculty and student.

#### **Termination of Agreement:**

This Agreement shall commence upon execution by both parties, and shall continue until \_\_\_\_\_, 20\_\_ or until terminated by either party upon sixty (60) days advance written notice to the other. In the event that either party reasonably determines, based on the advice of legal counsel or otherwise, that the continuation of the Agreement will subject a party to liability for violation of federal or state law, then either party may terminate this Agreement immediately upon written notice to the other.

#### **Miscellaneous Provisions:**

- (1) Neither party shall be liable under any contracts or obligations of the other, except as otherwise provided pursuant to the Agreement or for any act or omission of the other party or its officers, employees or agents, and both parties agree to indemnify and hold the other harmless from any and all losses, damages, costs and expenses (including reasonable attorney's fees) that are caused or arise out of their own omission, fault, negligence or other misconduct by their employees, independent contractors or volunteers in connection with the Agreement.
- (2) This Agreement may not be assigned or transferred by either party without written consent of the other.

IN WITNESS WHEREOF, under the authority of their governing bodies, the parties have hereto set their hands and seals on this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

MCCOOK COMMUNITY COLLEGE  
Mid-Plains Community College  
Board of Directors  
McCook, Nebraska

By: \_\_\_\_\_  
\_\_\_\_\_(Name)  
\_\_\_\_\_(Title)

CITY OF GRAND ISLAND, NEBRASKA  
A Municipal Corporation

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

Attest: \_\_\_\_\_



RESOLUTION 2008-148

WHEREAS, McCook Community College, Mid-Plains Community College Area in McCook, Nebraska, sponsors an Advanced EMS Training program for students; and

WHEREAS, the College desires to provide such students with field experience in cooperation with the Grand Island Fire Department; and

WHEREAS, such 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 Agreement by and between the McCook Community College and the City of Grand Island Fire Department to provide field experience for McCook Community College students of Advanced EMS Training is hereby approved.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 27, 2008.

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Margaret Hornady, Mayor

Attest:

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RaNae Edwards, City Clerk



# City of Grand Island

Tuesday, May 27, 2008

Council Session

## Item G16

**#2008-149 - Approving Change Order #20 with Chief Construction  
for Law Enforcement Center**

Staff Contact: Steve Lamken

# **Council Agenda Memo**

**From:** Steven Lamken, Police Chief

**Meeting:** May 27, 2008

**Subject:** Change Order #20, Law Enforcement Center

**Item #'s:** G-16

**Presenter(s):** Steven Lamken, Police Chief

## **Background**

The City awarded Chief Construction the contract in the summer of 2006 to construct the new law enforcement center for a cost of \$7,406,080. \$150,000 of contingency funds were provided in the contract to allow for needed change orders during the project. The Council approved substantial completion of the construction project at which time the contingency allowance was reduced to \$24,926.45. Change Order #19 reduced the cost of the project and increased the contingency fund to \$25,943.54. Change Order #20 is a request for additional electrical work and to install a chime system on the main entrance doors of the Center at a cost of \$3,128.40.

## **Discussion**

Change Order #20 includes two changes in the construction project. The changes create a total cost of \$3,128.40. Accepting the changes will leave the contingency funds balance at \$22,815.14. The changes requested are:

Install a door chime that will sound in the Police Department Records section when people enter the main lobby of the Center through the main doors. Cost of the door chime system is \$1,577.40. The support staff are unable to always observe when someone enters the building and the staff members are at their workstations. The chime system will alert staff to the fact that someone has entered the main doors and may require their services at the front window. The chime system will enhance their awareness of people coming and going from the lobby of the Center.

Remove two floor electrical services and patch the holes and add additional wall outlets for electrical service. Two floor electrical service plates in two offices are located such that they interfere with the employee's chair. These plates are not flush mounted and are causing problems. The change order will remove the floor plates and install additional

electrical service on the walls allowing proper use of the workspace. The cost for the removal, repair and installation of wall outlets is \$1,551.00

A summary of the costs of Change Order #20 are:

Install door chime system -	+ \$1,577.40
Remove and repair floor services and install wall electrical service -	+ \$1,551.00
Total Cost	+ \$3,128.40

### **Alternatives**

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

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

### **Recommendation**

City Administration recommends that the Council approve Change Order #20.

### **Sample Motion**

Move to approve Change Order #20 with Chief Construction for the cost of \$3,128.40 for: installing a door chime system and removing floor electrical services and installing wall outlets.



# AIA® Document G701™ – 2001

## Change Order

<b>PROJECT</b> (Name and address):	<b>CHANGE ORDER NUMBER:</b> 020	<b>OWNER:</b> <input checked="" type="checkbox"/>
Grand Island / Hall County Law Enforcement Center Grand Island, Nebraska	<b>DATE:</b> May 19, 2008	<b>ARCHITECT:</b> <input checked="" type="checkbox"/>
<b>TO CONTRACTOR</b> (Name and address):	<b>ARCHITECT'S PROJECT NUMBER:</b> 0412	<b>CONTRACTOR:</b> <input checked="" type="checkbox"/>
Chief Construction Company 2107 North South Road Grand Island, Nebraska 68803	<b>CONTRACT DATE:</b> June 15, 2006	<b>FIELD:</b> <input type="checkbox"/>
	<b>CONTRACT FOR:</b> General Construction	<b>OTHER:</b> <input type="checkbox"/>

### THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

Proposal Request #33

**DATE:** May 14, 2008

**SCOPE:** Removal and addition of electrical components

**COST:** ADD \$3,128.40

The original Contract Sum was	\$ 7,406,080.00
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 7,406,080.00
The Contract Sum will be unchanged by this Change Order in the amount of	\$ 0.00
The new Contract Sum including this Change Order will be	\$ 7,406,080.00

The Contract Time will be unchanged by Zero ( 0 ) days.

The date of Substantial Completion as of the date of this Change Order therefore is September 04, 2007

The original contingency allowance included in the contract was	\$ 150,000.00
The net change to the contingency allowance by previous Change Orders	\$ 124,056.46
The contingency allowance prior to this Change Order Was	\$ 25,943.54
The contingency allowance will be decreased by this Change Order in the amount of	\$ 3,128.40
The new contingency allowance including this Change Order will be	\$ 22,815.14

**NOTE:** This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

### NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Wilson Estes Police Architects

**ARCHITECT** (Firm name)

5799 Broadmoor, Suite 520, Mission,  
Kansas 66208

**ADDRESS**

**BY** (Signature)

Jeremy Levasseur

(Typed name)

May 19, 2008

**DATE**

Chief Construction Company

**CONTRACTOR** (Firm name)

2107 North South Road, Grand Island,  
Nebraska 68803

**ADDRESS**

**BY** (Signature)

Dan Lind

(Typed name)

**DATE**

City of Grand Island

**OWNER** (Firm name)

100 East 1st Street, Grand Island,  
Nebraska 68801

**ADDRESS**

**BY** (Signature)

Margaret Hornady

(Typed name)

**DATE**

RESOLUTION 2008-149

WHEREAS, on May 2, 2006, by Resolution 2006-151, the City of Grand Island awarded a bid in the total amount of \$7,406,080.00 (including alternate bids 2 and 3) for the construction of a Law Enforcement Center to Chief Construction Company of Grand Island, Nebraska; and

WHEREAS, included in the \$7,406,080 bid was a construction contingency of \$150,000; and

WHEREAS, on February 12, 2008 by Resolution 2008-45 the City of Grand Island approved substantial completion of the Law Enforcement Center with Chief Construction changing the cost of the project to a total of \$7,316,080 and reducing the contingency allowance for the project to \$24,926.45, and

WHEREAS, Change Order No. 19 reduced the cost of the project and increased the contingency allowance for the project to \$25,943.54.

WHEREAS, such changes have been incorporated into Change Order No. 20, and will reduce the contingency fund to \$22,815.14.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor be, and hereby is, authorized and directed to execute Change Order No. 20 for the construction of the Law Enforcement Center to provide the modification set out as follows:

Add a door chime system to the main entrance doors. . . . .	- \$1,577.40
Remove and repair two floor outlets and install two wall outlets . . . . .	- <u>\$1,551.00</u>
Total . . . . .	- \$3,128.40

Adopted by the City Council of the City of Grand Island, Nebraska, May 27, 2008.

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Margaret Hornady, Mayor

Attest:

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RaNae Edwards, City Clerk



# City of Grand Island

Tuesday, May 27, 2008

Council Session

## Item G17

**#2008-150 - Approving Fraternal Order of Police (FOP) No. 24  
Labor Agreement**

Staff Contact: Brenda Sutherland

# **Council Agenda Memo**

**From:** Brenda Sutherland, Human Resources Director

**Meeting:** May 27, 2008

**Subject:** FOP Labor Agreement

**Item #'s:** G-17

**Presenter(s):** Brenda Sutherland, Human Resources Director

## **Background**

City staff has recently concluded negotiations with the employees represented by the Fraternal Order of Police #24 more commonly referred to as the FOP. Negotiations have been ongoing for over a year with an agreement recently being reached. The contract which expired on September 30, 2007 is still serving as the terms for their employment. The FOP represents seventy-one (71) sworn police officers and sergeants.

## **Discussion**

The labor agreement being presented to Council for consideration will be retroactive to October 1, 2007 and will run through September 30, 2011. The wages and terms of employment were negotiated by the City and the FOP. Police officer wages are recommended to increase by 3.75% and police sergeant by 5.75%. Proposed wage increases in years 2, 3, and 4 are 3.5%.

The City is reserving its right to implement its right to the full utilization of the 207(k) FSLA exemption. For purposes of calculating overtime, the pay period shall run concurrently with the City's payroll cycle and be calculated on a 14 day pay period. A training and special events bank has been added to provide for 50 hours per officer and sergeant per year. Hours used out of this bank will be paid at straight time as allowed per the 207(k) FSLA exemption.

## **Alternatives**

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

1. Move to approve



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

### **Recommendation**

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

### **Sample Motion**

Move to approve the labor agreement between the City and the FOP #24.

# **AGREEMENT**

THIS AGREEMENT, effective upon date of signing retroactive to October 1, 2007, is between the **CITY OF GRAND ISLAND** (hereinafter referred to as the "City"), and **GRAND ISLAND LODGE NO. 24 OF THE FRATERNAL ORDER OF POLICE** (hereinafter referred to as the "F.O.P.").

## **PURPOSE AND INTENT OF THE PARTIES**

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

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

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

## **ARTICLE II RESIDENCY**

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

## **ARTICLE III HOURS OF WORK**

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

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

Employees shall be eligible for overtime when they exceed their hours scheduled for work in the fourteen (14) day pay cycle with a minimum of eighty (80) hours. There shall also be established for each employee in the bargaining unit a Training and Special Events bank of

fifty (50) hours per individual per contract year. Each employee may be scheduled for training or special event duty with a minimum of seven (7) days notice prior to the commencement of the pay period and the training and special events bank hours may be added to the eighty (80) hour, two (2) week pay period up to eighty-six (86) hours and these hours shall not be eligible for overtime. Training and special events hours worked in excess of eighty-six (86) hours in a two week pay period will be eligible for over-time but will not be subtracted from the training and special events bank.

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

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

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

### **A. Holidays**

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

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

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

### **B. Eligibility for Holiday Pay**

No employee shall be eligible for holiday pay unless such employee was in an active pay status on his/her last regularly scheduled day before the holiday and his/her first regular day after the holiday. "Active Pay Status" shall mean any pay status other than leave without pay or suspension without pay.

### **C. Holiday Pay and Holiday on Pay**

Holiday pay shall consist of straight pay up to eight (8) hours plus additional compensation at the rate of 1.5 times the regular rate of compensation for those who are regularly scheduled to work. For those who are called into work on the holiday, they shall receive as compensation straight pay up to eight (8) hours for the holiday, plus additional compensation at the rate of 1.5 times the regular rate of pay for the actual hours worked as

holiday on pay. No compensatory time may be accrued in lieu of being paid Holiday on Pay or Holiday Pay.

#### **D. Holiday Pay During Leave of Absence**

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

### **ARTICLE V PERSONAL LEAVE**

The City will provide sixteen (16) hours of personal leave each agreement year, commencing October 1 and ending September 30, to all eligible employees. Personal leave must be taken in a minimum of one (1) hour increments. Personal leave, selected by the employee must have the prior approval of the supervisor. Eight (8) hours of personal leave must be taken in the first one hundred eighty (180) days of the year and eight (8) hours personally must be taken within the second one hundred eighty-five (185) days of the year but prior to the last payroll period of the agreement year.

### **ARTICLE VI VACATIONS**

#### **A. Eligibility**

All full-time employees of the police division who have been in the employment of the City continually for one (1) year shall be eligible for vacation leave with pay.

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

#### **B. Amount Authorized**

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

<u>Years of Employment</u>	<u>Hours of Vacation Earned</u>
1	72 hours
2-5	80 hours
6	112 hours
7-10	120 hours
11-14	124 hours
15	136 hours
16+	160 hours

### **C. Vacation Schedule**

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

### **D. Vacation Carry Over**

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

### **E. Vacation Credit on Termination and Retirement**

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

## **ARTICLE VII MEDICAL AND FUNERAL LEAVE**

### **A. Amount Authorized**

1. **Medical Leave.** Medical leave shall be credited into a medical leave account for each employee at the rate of eight (8) hours for each calendar month of service.
2. **Funeral Leave.** Funeral leave shall be granted to eligible employees for up to twenty-four (24) hours per calendar year. Any portion of a workday used for funeral leave shall be considered a full day of funeral leave.

### **B. Use of Medical Leave**

Medical leave with pay must be accumulated before it can be taken and advancing medical leave is prohibited. Employees may utilize their allowances of medical leave when unable to perform their work duties by reason of personal illness, fatigue due to job related duties, noncompensable bodily injury, pregnancy, disease, or exposure to contagious diseases under circumstances in which the health of other employees or the public would be endangered by attendance on duty. Medical leave with pay may be utilized to keep medical or dental appointments. Medical leave may also be utilized for a maximum of thirty-two hours (32 hrs.) per person with a maximum of sixty-four (64) hours per contract year, per household to care for any members of an employee's immediate family or household. For purposes of medical leave, "immediate family member" shall mean a child, spouse, parent and parents-in-law. "Child" shall include a biological, adopted or foster child, a step-child, a legal ward, or a child of a person standing in "loco parentis".

### **C. Use of Funeral Leave**

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

### **D. Medical Leave – Reports on Condition**

When an employee finds it necessary to utilize medical leave, his or her supervisor should be notified immediately. An employee must keep the Police Chief informed of the employee's condition. An employee may be required by the Police Chief to submit a medical record or certificate for any absence. Failure to fulfill these requirements may result in denial of medical leave.

### **E. Fraudulent Use of Medical or Funeral Leave**

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

### **F. Notification**

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

### **G. Compensation for Unused Medical Leave at Retirement**

Each employee upon retirement shall be paid for thirty-seven and one-half percent (37.5%) of his or her accumulated medical leave, the rate of compensation to be based on the employee's salary at the time of retirement. The maximum accumulation in a medical leave account shall be 1,080 hours. The compensation for the death of an employee not occurring in the line of duty shall be made to the employee's beneficiary or estate at the rate of thirty-seven and one-half percent (37.5%) of the medical leave account, not to exceed one thousand eighty (1,080) hours.

### **H. Compensation for Unused Medical Leave upon Death in the Line of Duty**

If an employee is killed in the line of duty, there shall be paid fifty percent (50%) of his or her accumulated medical leave, not to exceed one thousand eighty (1,080) hours. The rate of compensation is to be based upon the employee's salary at the time of death. Payment for this benefit shall be included in the final payroll check.

## **I. Family and Medical Leave Act Policy**

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

### **ARTICLE VIII CALL IN PAY**

In the event that an employee is called in to work while off duty, the employee shall receive pay at the employee's regular rate of pay, and shall be paid for a minimum of two (2) hours at the regular rate of pay and for any additional time worked thereafter.

### **ARTICLE IX MILITARY LEAVE**

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

### **ARTICLE X COURT LEAVE**

#### **A. When Authorized**

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

#### **B. Procedure**

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

### **C. Fees**

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

### **ARTICLE XI DISABILITY**

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



6. While on leave due to a temporary disability while in the line of duty, the total compensation paid to an employee, including salary, wages, workers compensation benefits, and leave pay collected from any other party (except the employee's private insurance) shall not exceed the employee's salary at the time of the commencement of the leave, plus any allowed and approved cost of living increase which commences during the period of leave.
7. The City reserves the right of subrogation because of payment of temporary disability leave to any employee who is disabled or injured by a third party, and reserves the right to pursue collection from the employee of any money paid by the party to the extent of the City's payment of temporary disability leave. Should the employee receiving temporary disability leave collect from the third party for salary, wages or expenses otherwise paid by the City, he or she will reimburse the City for money paid as temporary disability leave or expenses resulting from the injury.
8. Nothing in this Article shall be interpreted to mean that the City shall have the right to initiate civil litigation in the name of the employee against the party or representative or such party until after receiving consultation and advice of the employee and a signed waiver to that effect.
9. A light duty policy will be maintained by the City to accommodate employees who have been injured in the work place to return to work as soon as possible. The commencement of light duty work and/or modified duty work shall be five (5) calendar days from the date of injury. Any changes in shifts to accommodate the light duty work shall be made in the interim. Any employee who is medically released for light duty may commence light duty work and/or modified duty work earlier than the five (5) days from the date of injury if the employee is willing to do so. During the five (5) day period, between a date of injury and the beginning of light duty work and/or modified duty work, any employee who does not willingly return to light duty work, who is released by a doctor to do so, shall be required to take medical leave for any regularly scheduled shifts that are missed. If medical leave is unavailable to the employee, vacation leave may be used in lieu of medical leave. Day one shall constitute the date of injury, and day six shall be the day the employee begins light duty work.

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

## **ARTICLE XII**

### **GENERAL PROVISIONS CONCERNING LEAVE**

#### **A. Absent Without Approval**

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

## **B. Authorized Leave Forms**

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

## **C. Leave Covered by FMLA**

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

## **ARTICLE XIII PENSION RETIREMENT PLAN**

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

## **ARTICLE XIV FITNESS FOR DUTY**

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

## **ARTICLE XV RATES OF PAY FOR WORK PERFORMED**

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

### **A. 2007-2008 Fiscal Year**

Rates of pay from October 1, 2007 through September 30, 2008, for work performed in the various classes of work under this agreement shall be as shown on the new pay plan, attached hereto as Exhibit "A" and shall take effect the first full pay period of October 2007 (October 7, 2007). For each fiscal year, the new rate of pay as outlined in Exhibit "A" and for the following fiscal years once the salary adjustment is implemented, said new rate of pay and the salary adjustment shall take effect during the first full pay period in the month of October.

### **B. 2008-2009 Fiscal Year**

Effective in the first full pay period of October, 2008, Steps 1 through 8 of the pay ranges for police officer and police sergeant shall be adjusted by a salary adjustment at three and one half percent (3.5%). See Exhibit "B".

### **C. 2009-2010 Fiscal Year**

Effective in the first full pay period of October, 2009, Steps 1 through 8 of the pay ranges for police officer and police sergeant shall be adjusted by a salary adjustment at three and one half percent (3.5%) . See Exhibit "C".

#### **D. 2010-2011 Fiscal Year**

Effective in the first full pay period of October, 2010, Steps 1 through 8 of the pay ranges for police officer and police sergeant shall be adjusted by a salary adjustment at three and one-half percent (3.5%). See Exhibit "D".

#### **E. Pay Step Upon Demotion**

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

#### **F. Compensatory Time**

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

### **ARTICLE XVI PAY PLAN STRUCTURE**

#### **A. Administration of Pay Schedule**

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

Step 1. Entry level;

Step 2. Upon successful completion of six (6) months of service in step 1 of the job classification and upon receiving a satisfactory performance appraisal;

Step 3. Upon successful completion of six (6) months of service in step 2 of the job classification and upon receiving a satisfactory performance appraisal;

- Step 4. Upon successful completion of twelve (12) months of service in step 3 of the job classification and upon receiving a satisfactory performance appraisal;
  - Step 5. Upon successful completion of twelve (12) months of service in step 4 of the job classification and upon receiving a satisfactory performance appraisal;
  - Step 6. Upon successful completion of eighteen (18) months of service in step 5 of the job classification and upon receiving a satisfactory performance appraisal;
  - Step 7. Upon successful completion of eighteen (18) months of service in step 6 of the job classification and upon receiving a satisfactory performance appraisal;
  - Step 8. Upon successful completion of eighteen (18) months of service in step 7 of the job classification and upon receiving a satisfactory performance appraisal;
2. An employee who is promoted shall be placed in the step of the new pay grade that insures at least a three percent (3%) increase in pay. Upon successful completion of the six (6) month introductory period in the new position and upon receiving a satisfactory performance appraisal, an employee shall move to the next step in the pay scale.
  3. The Mayor may evaluate the manner of performance of any employee, all employees, or any portion of the employees at any time during such employees' service. Any adjustments in the pay of such evaluated employees, including probationary employees' step adjustments, shall be effective on the first day of a pay period falling on or immediately after such adjustment.
  4. Employees, prior to advancing in step or grade, shall be evaluated using the City's performance appraisal system. Such appraisal shall take place at least yearly and also when an employee is eligible for a step advancement. Should an employee receive an appraisal indicating unsatisfactory performance, that employee will not receive an increase in pay, other than a cost-of-living increase.
  5. In no case shall any employee be advanced beyond the maximum rate of the pay grade for his/her class of position.

## **B. Introductory Period**

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

## **ARTICLE XVII EMPLOYEE RELATIONS**

### **A. General**

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

### **B. Membership in F.O.P.**

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

### **C. Disciplinary Action**

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

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

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

## **ARTICLE XVIII GRIEVANCE PROCEDURE**

### **A. Procedure**

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

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

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

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

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

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

1. **First Step** – Any employee who believes that he/she has a justifiable request or grievance shall discuss the request or complaint within five (5) calendar days with the Captain, with or without the F.O.P. representative being present, as the employee may elect, in an attempt to settle the same. If a grievance or request has not been satisfactorily resolved in Step One, it may be presented in writing and proceed to Step Two only if the F.O.P. representative determines that it constitutes a meritorious grievance. A grievance to be considered beyond Step One must be filed in writing with the Police Chief on the form provided by the City.
2. **Second Step** – The Police Chief shall consider the grievance and notify the employee in writing within seven (7) calendar days after receipt of the grievance.
3. **Third Step** – If the grievance is not settled to the satisfaction of the employee, the employee or employee's representative shall present it in writing to the Mayor of the City or the Mayor's designated representative within seven (7) calendar days after the decision of the Police Chief. The Mayor or designated representative shall notify the employee of the decision made and of any action taken within ten (10) calendar days after receipt of the grievance.
4. **Fourth Step** – If the grievance is not settled to the satisfaction of the employee, he/she may appeal, within ten (10) days after receipt of the City's decision to a court of competent jurisdiction.

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

## **B. General Conditions**

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

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

## **ARTICLE XIX OTHER BENEFITS**

### **A. Medical, Dental and Long-Term Disability Insurance**

The City agrees to provide medical, dental and long-term disability insurance during the term of this agreement for the employee and the employee's dependents. For all levels of coverages the employees shall contribute fifteen percent (15%) of the premium for the first year of the contract. For the duration of the contract, the co-pay of premium percentages for the membership of the FOP shall be the same as is used for the non-union city employees of the City of Grand Island, which premium may be increased but shall not exceed eighteen percent (18%) of the premium.

### **B. Life Insurance**

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

### **C. Discontinuance of Insurance**

1. Except as provided under the City's Family and Medical Leave Act (FMLA) Policy, or otherwise as required by law, an employee who is on a leave of absence without pay will be removed from coverage under the City's hospitalization, dental and medical insurance plan on the first day of the month following the effective date of the leave and shall remain off the City's plan for the duration of said leave of absence. Upon expiration of such leave and upon return of the employee to active duty, he or she will receive coverage on the first day of the month following his/her return. If the leave of absence is

not covered by the FMLA policy, the employee shall have the option of retaining coverage under the City's hospitalization, dental and medical insurance plan if the employee pays one-hundred percent (100%) of the premium cost during an approved leave of absence.

2. The employee will be required to pay the premium on the life insurance policy during any leave of absence. The employee shall pay both the City's premium and employee's premium, if any, during this period.

#### **D. Uniform Allowance**

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

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

All employees covered by this agreement shall be designated as uniformed officers for the City. The City shall provide a uniform allowance to be paid at the rate of Twenty Five Dollars (\$25.00) per pay period per employee. The City shall provide to each employee covered by this agreement: brass, handcuffs, whistle, nightstick, case, flashlight, batteries for flashlight, a weapon, ammo clips and a belt.

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

#### **E. Tuition and Book Reimbursement Program**

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

1. **Qualification Process.** The determination of whether a request qualifies for the tuition reimbursement program shall be made by the Chief of Police based upon the following considerations:
  - a. Is there budget authority?
  - b. Is the book necessary for said course, job related?
  - c. Is there supervisor approval?



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

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

#### **F. Cafeteria Plan**

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

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

#### **G. Employee Assistance Program**

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

## **ARTICLE XX SENIORITY**

### **A. Continuous Service**

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

### **B. Date of Entry**

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

### **C. List**

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

### **D. Same Date of Entry**

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

### **E. Shift Vacancy Assignment**

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

### **F. Higher Classification Preference**

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

### **G. Days Off Vacancy Assignment**

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

## **ARTICLE XXI BILINGUAL PAY**

Eligible employees proficient in an approved second language shall be paid One Thousand Dollars (\$1,000.00) per calendar year, such pay to be included in the second paycheck

in November. The Chief of Police shall determine which languages are “approved” based upon the needs of the department as they relate to the population make-up of Grand Island.

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

## **ARTICLE XXII HEALTH INSURANCE COMMITTEE**

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

## **ARTICLE XXIII SAFETY COMMITTEE**

### **A. Members**

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

### **B. Subjects**

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

### **C. Common Concern**

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

### **D. Administrative Review**

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

## **ARTICLE XXIV MANAGEMENT RIGHTS**

### **A. Collective Bargaining**

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

### **B. Reserved Rights**

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

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

### **C. Scope of Negotiations**

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

#### **D. Matters Not Specifically Mentioned**

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

#### **E. Chief Administrative Officer**

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

### **ARTICLE XXV GENERAL PROVISIONS**

#### **A. F.O.P. Credentials**

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

#### **B. F.O.P. Solicitation**

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

#### **C. Discrimination**

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

#### **D. F.O.P. Interference**

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

#### **E. FOP Bulletin Board**

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

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

## **ARTICLE XXVI STRIKES AND LOCKOUTS**

### **A. Strikes**

Neither the F.O.P. nor any officers, agents, or employees will instigate, promote, sponsor, engage in, or condone any strike, slowdown, concerted stoppage of work or any other intentional interruption of the operations of the City, regardless of the reason for so doing. The F.O.P. shall attempt in good faith at all times to keep its members on the job during periods of negotiations and hearings for the settlement of grievances. If employees strike or in any manner slow down or stop work without F.O.P. authorization, the F.O.P. shall notify the City of the facts involved with the incident. Any or all employees who violate any of the provisions of this Article without F.O.P. sanction may be summarily discharged or disciplined by the City. Such discharge or discipline shall not be subject to grievance proceedings under any circumstances.

### **B. Lockouts**

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

## **ARTICLE XXVII DURATION OF CONTRACT**

### **A. Expiration**

This agreement shall be effective upon signature by both parties hereto, with the provisions for compensation retroactive to October 1, 2007 and shall continue in effect until midnight, September 30, 2011. If a new and substitute agreement has not been duly entered into prior to the expiration date, all economic terms of the agreement shall continue in full force and effect unless modified in accordance and by implementation of the final offer of the City, or until a new agreement is reached, the Nebraska Commission of Industrial Relations (CIR) has made a determination, or the Nebraska Supreme Court has made a decision on appeal from any CIR decision, whichever of the above may be the first to occur.

### **B. Negotiations for New Agreement**

The F.O.P. will contact the City to begin negotiations for a new agreement to take effect upon the termination of this agreement may begin any time after January 1, 2011 but no later than February 1, 2011 and must be completed by May 30, 2011 for budget preparation purposes.

### **C. Contract Negotiations**

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

## **ARTICLE XXVIII SEVERABILITY**

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

## **ARTICLE XXIX SCOPE OF AGREEMENT**

### **A. Complete Agreement**

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

### **B. Interpretation**

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

### **C. Negotiations**

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

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

As a result of negotiations, and in consideration of this entire collective bargaining agreement, the F.O.P., on behalf of all of its members, hereby knowingly, intelligently, and voluntarily waives its right to file any proceedings with the Nebraska Commission of Industrial Relations alleging lack of comparability with respect to any wages, fringe benefits or any other conditions of employment with respect to the time period between October 1, 2007 through September 30, 2011. The parties specifically agree that this waiver does not pertain to claims, actions, or suits brought pursuant to Neb. Rev. Stat. §48-824 and §48-825.

**ARTICLE XXXI  
NON-DISCRIMINATION**

**A. Prohibition of Discrimination**

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

**B. Gender References**

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

**C. A.D.A. Compliance**

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

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the \_\_\_\_\_ day of \_\_\_\_\_, 2008.

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

By: \_\_\_\_\_  
Dale Hilderbrand, President, Lodge No. 24

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

By: \_\_\_\_\_  
Margaret Hornady, Mayor

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



**EXHIBIT A  
FY 2007-2008**

**FOP SALARY TABLE**

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
Police Officer 6005	Hourly	16.0579	16.6600	17.2849	17.9330	18.6055	19.8071	21.0862	22.4479
	Bi-weekly	1,284.63	1,332.80	1,382.79	1,434.64	1,488.44	1,584.57	1,686.90	1,795.83
	Monthly	2,783.37	2,887.73	2,996.05	3,108.39	3,224.95	3,433.24	3,654.95	3,890.97
	Annual	33,400.38	34,652.80	35,952.54	37,300.64	38,699.44	41,198.82	43,859.40	46,691.58
Police Sergeant 6010	Hourly	20.0981	21.0231	21.9907	23.0028	24.0614	25.1690	26.3274	27.5390
	Bi-weekly	1,607.85	1,681.85	1,759.26	1,840.22	1,924.91	2,013.52	2,106.19	2,203.12
	Monthly	3,483.68	3,644.01	3,811.73	3,987.14	4,170.64	4,362.63	4,563.41	4,773.43
	Annual	41,804.10	43,728.10	45,740.76	47,845.72	50,047.66	52,351.52	54,760.94	57,281.12

Ordinance \*\*\*\*  
Effective \*\*\*\*\*

**EXHIBIT B  
FY 2008-2009**

**FOP SALARY TABLE**

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
Police Officer	Hourly	16.6199	17.2431	17.8899	18.5607	19.2567	20.5003	21.8242	23.2336
6005	Bi-weekly	1,329.59	1,379.45	1,431.19	1,484.86	1,540.54	1,640.02	1,745.94	1,858.69
	Monthly	2,880.78	2,988.81	3,100.91	3,217.20	3,337.84	3,553.38	3,782.87	4,027.16
	Annual	34,569.34	35,865.70	37,210.94	38,606.36	40,054.04	42,640.52	45,394.44	48,325.94
Police Sergeant	Hourly	20.8015	21.7589	22.7604	23.8079	24.9035	26.0499	27.2489	28.5029
6010	Bi-weekly	1,664.12	1,740.71	1,820.83	1,904.63	1,992.28	2,083.99	2,179.91	2,280.23
	Monthly	3,605.59	3,771.54	3,945.13	4,126.70	4,316.61	4,515.31	4,723.14	4,940.50
	Annual	43,267.12	45,258.46	47,341.58	49,520.38	51,799.28	54,183.74	56,677.66	59,285.98

Ordinance \*\*\*\*  
Effective \*\*\*\*\*

3/5/2008

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**EXHIBIT C  
FY 2009-2010**

**FOP SALARY TABLE**

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
Police Officer	Hourly	17.2016	17.8466	18.5160	19.2103	19.9307	21.2178	22.5880	24.0468
6005	Bi-weekly	1,376.13	1,427.73	1,481.28	1,536.82	1,594.46	1,697.42	1,807.04	1,923.74
	Monthly	2,981.62	3,093.42	3,209.44	3,329.78	3,454.66	3,677.74	3,915.25	4,168.10
	Annual	35,779.38	37,120.98	38,513.28	39,957.32	41,455.96	44,132.92	46,983.04	50,017.24
Police Sergeant	Hourly	21.5296	22.5205	23.5570	24.6412	25.7751	26.9616	28.2026	29.5005
6010	Bi-weekly	1,722.37	1,801.64	1,884.56	1,971.30	2,062.01	2,156.93	2,256.21	2,360.04
	Monthly	3,731.80	3,903.55	4,083.21	4,271.15	4,467.69	4,673.35	4,888.46	5,113.42
	Annual	44,781.62	46,842.64	48,998.56	51,253.80	53,612.26	56,080.18	58,661.46	61,361.04

Ordinance \*\*\*\*  
Effective \*\*\*\*\*

**EXHIBIT D  
FY 2010-2011**

**FOP SALARY TABLE**

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
Police Officer	Hourly	17.8037	18.4712	19.1641	19.8827	20.6283	21.9604	23.3786	24.8884
6005	Bi-weekly	1,424.30	1,477.70	1,533.13	1,590.62	1,650.26	1,756.83	1,870.29	1,991.07
	Monthly	3,085.98	3,201.68	3,321.78	3,446.34	3,575.56	3,806.47	4,052.30	4,313.99
	Annual	37,031.80	38,420.20	39,861.36	41,356.12	42,906.76	45,677.58	48,627.54	51,767.82
Police Sergeant	Hourly	22.2631	23.3087	24.3815	25.5036	26.6772	27.9053	29.1897	30.5330
6010	Bi-weekly	1,782.65	1,864.70	1,950.52	2,040.29	2,134.18	2,232.42	2,335.18	2,442.64
	Monthly	3,862.41	4,040.18	4,226.13	4,420.63	4,624.06	4,836.91	5,059.56	5,292.39
	Annual	46,348.90	48,482.20	50,713.52	53,047.54	55,488.68	58,042.92	60,714.68	63,508.64

Ordinance \*\*\*\*  
Effective \*\*\*\*\*

3/5/2008

Page 1 of 1

RESOLUTION 2008-150

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor is hereby authorized to execute the Labor Agreement by and between the City of Grand Island and the Fraternal Order of Police, Local #24, for the period of October 1, 2007 through September 30, 2011.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, on May 27, 2008.

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Margaret Hornady, Mayor

Attest:

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RaNae Edwards, City Clerk



# **City of Grand Island**

**Tuesday, May 27, 2008**

**Council Session**

## **Item H1**

**Consideration of Referring Business Improvement District (BID)  
#8 Formation and Proposal to the Regional Planning Commission**

**Staff Contact: Wes Nespor**

# **Council Agenda Memo**

**From:** Wesley D. Nespor, Attorney

**Meeting:** May 27, 2008

**Subject:** Referral of Business Improvement District #8 to the Regional Planning Commission

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

**Presenter(s):** Dale Shotkoski, City Attorney

## **Background**

The Mayor and Council appointed an initial Board of Directors to Business Improvement District (BID) #8 last month. District #8 is slated to replace the existing downtown Business Improvement District. There are a number of sequential steps in this process. After being appointed, the BID Board submits recommendations to the City Council. Prior to acting on those recommendations, the Council refers the matter to the Regional Planning Commission for its recommendations. The immediate step is to refer the Business District #8 formation and proposal to the Regional Planning Commission for review and recommendation according to law.

## **Discussion**

Pursuant to the authority given in Neb Rev Stats 19-4015 through 19-4038, cities may create Business Improvement Districts to facilitate improvements and to develop and promote a variety of beneficial activities. The appointed BID Board has submitted an initial proposed budget for activities and improvements and revised boundaries for the District. This Council must refer the matter to the Regional Planning Commission for recommendation before the next step may be taken. After receiving the Planning Commission's recommendations, the Council will be asked to adopt a resolution of intent to establish the district. That resolution will be more comprehensive and will: contain a description of the boundaries; describe in detail the proposed improvements and purposes of the district; estimate the costs of projects; set forth the manner of raising revenue and assessments; and set a time for a hearing on the establishment of the district. After notice, hearing, and opportunity to protest, the Council will be asked to pass an ordinance to formally establish the district.

## **Alternatives**

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

1. Move to refer the matter to the Regional Planning Commission
2. Take no action on the issue

## **Recommendation**

City Administration recommends that the Council refer the Business Improvement District #8 proposal to the Regional Planning Commission.

## **Sample Motion**

Move to refer the Business Improvement District #8 formation and proposal to the Regional Planning Commission.



**Budget Proposal**  
**Business Improvement District No. 8**  
Grand Island, Nebraska

Submitted to the Honorable Mayor and City Council of Grand Island

May 16, 2008

By

Business Improvement District No. 8 Board of Directors:

Bruce Eberle, Chair  
Matt Armstrong  
Craig Hand  
Mark Stelk  
Barbara Clinch  
Dee Johnson  
Tom Ziller  
Mark Tracy  
Kurt Haecker  
K.C. Hehnke

## **Proposed Budget and Purposes for Business Improvement District No. 8**

The board members of Business Improvement District No. 8 have completed a thorough and disciplined process to identify their mission and prioritize the work to be accomplished over the next five years – the life of Business Improvement District No. 8 in downtown Grand Island.

While many resources will be employed in the achievement of our mission, including the talent and efforts of downtown stakeholders and collaborative projects with area businesses and other organizations, this proposal requests a total of \$90,000 in each of the next five years for a total of \$450,000 over the life of this Business Improvement District, to complete essential work in three broad categories:

### ***Retention and Recruitment***

Encouraging a vibrant and welcoming downtown requires the presence of businesses, active shoppers and visitors, downtown residents, offices and a welcoming atmosphere. Business Improvement District No. 8 will encourage these results in downtown Grand Island through the planning and implementation of Downtown promotions, continued Main Street commitments and downtown investments to attract the attention of people looking for vibrant and welcoming places to dine, shop, live, work and play.

Twenty-four percent of the proposed budget is designated for Retention and Recruitment, or \$106,250 over the next five years (see Table 1).

### ***Downtown Beautification***

Creating an atmosphere that is bright, beautiful and safe is essential to the attraction of people to downtown, regardless of whether they come to visit, live, dine, shop or simply enjoy the downtown. This category of work will include completion of projects in Kaufmann Cummings Park, enhanced foliage and flowers in the downtown, preparing and maintaining clean and safe pedestrian areas, streetscape investments, signage improvements and other items to help downtown Grand Island become a destination for local residents and visitors to this community.

Thirty percent of the proposed budget is designated for Downtown Beautification or a total of \$132,450 over the next five years (see Table 1).

### ***Implementation and Maintenance***

Finally, all the resources and talent vested in Business Improvement District No. 8 rely upon the successful completion of each project and careful maintenance of the downtown area to ensure the best possible results from the careful planning and investments of downtown stakeholders, including Business Improvement District No. 8. To accomplish many of the duties inherent in this proposal, we must secure the necessary human resources, using contracts with existing organizations, to implement

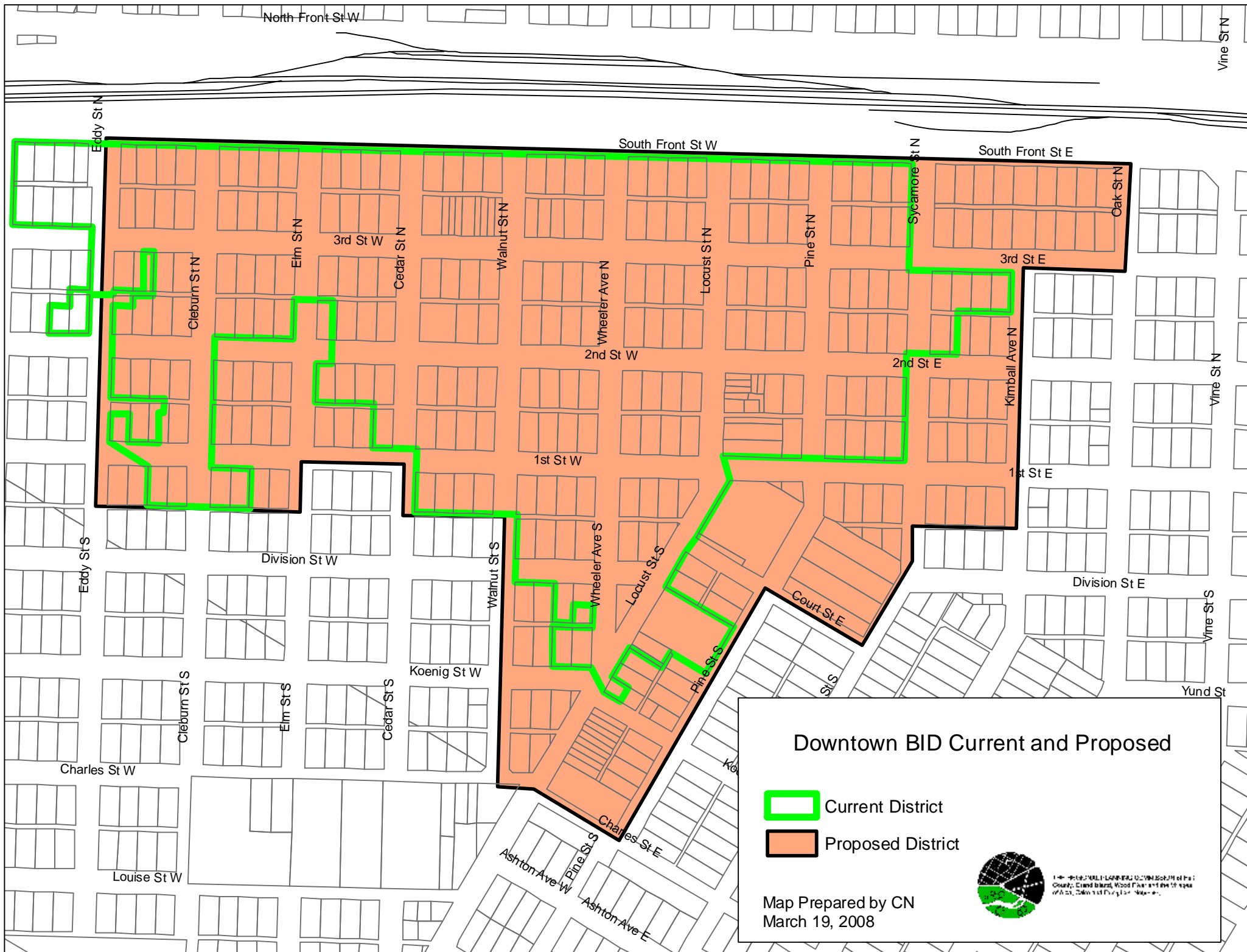
the work and maintenance pursuant to the mission of Business Improvement District No. 8.

Forty-seven percent of the proposed budget is designated for Implementation and Maintenance, or a total of \$209,500 over the next five years (see Table 1).



Table 1.

**Business Improvement District #8***Five-Year Financial Plan*

	Fiscal years beginning October 1,					Total	
	2008	2009	2010	2011	2012		
<b>BID #8 Revenue</b>	<b>90,000</b>	<b>90,000</b>	<b>90,000</b>	<b>90,000</b>	<b>90,000</b>	<b>450,000</b>	100.00%
<b>Retention and Recruitment</b> Main Street Promotions, Investment Enhancements, Retention and Recruitment	20,750	21,500	20,000	21,500	22,500	106,250	24%
<b>Downtown Beautification</b> Kaufmann Cummings Park, Green Spaces, Foliage and Flowers, Pedestrian Areas, Streetscape, Signage and Attractions	26,750	27,000	28,500	26,500	25,500	134,250	30%
<b>Implementation and Maintenance</b> Support Staff, Labor Force, Volunteers and Strategic Planning	42,500	41,500	41,500	42,000	42,000	209,500	47%



## Downtown BID Current and Proposed

-  Current District
-  Proposed District

Map Prepared by CN  
March 19, 2008



City of Grand Island, Nebraska  
County: Grand Island, Wood River and the St. Louis  
River, Missouri and the Platte River.



# City of Grand Island

Tuesday, May 27, 2008

Council Session

## Item I1

**#2008-151 - Consideration of Request from M-Z Corporation dba J-Boys Seven Seas Lounge, 2332 North Broadwell Avenue for an Addition to Class "C-13059" Liquor License**

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

Staff Contact: RaNae Edwards

RESOLUTION 2008-151

WHEREAS, an application was filed by M-Z Corporation, doing business as J-Boys Seven Seas Lounge, 2332 North Broadwell Avenue for an addition to their Class "C-13059" Liquor License; and

WHEREAS, a public hearing notice was published in the *Grand Island Independent* as required by state law on May 17, 2008; such publication cost being \$14.47; and

WHEREAS, a public hearing was held on May 27, 2008, for the purpose of discussing such liquor license application.

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

\_\_\_\_\_ The City of Grand Island hereby recommends approval of the above-identified liquor license application contingent upon final inspections.

\_\_\_\_\_ The City of Grand Island hereby makes no recommendation as to the above-identified liquor license application.

\_\_\_\_\_ The City of Grand Island hereby makes no recommendation as to the above-identified liquor license application with the following stipulations: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ The City of Grand Island hereby recommends denial of the above-identified liquor license application for the following reasons: \_\_\_\_\_  
\_\_\_\_\_

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 27, 2008.

\_\_\_\_\_  
Margaret Hornady, Mayor

Attest:

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

Approved as to Form	<input type="checkbox"/>	_____
May 22, 2008	<input type="checkbox"/>	City Attorney



# City of Grand Island

Tuesday, May 27, 2008

Council Session

## Item J1

### **Approving Payment of Claims for the Period of May 14, 2008 through May 27, 2008**

*The Claims for the period of May 14, 2008 through May 27, 2008 for a total amount of \$4,056,659.10. A MOTION is in order.*

Staff Contact: David Springer