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# City of Grand Island



**Tuesday, December 18, 2012**  
**Council Session Packet**

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**City Council:**

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

**Mayor:**

**Jay Vavricek**

**City Administrator:**

**Mary Lou Brown**

**City Clerk:**

**RaNae Edwards**

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**7:00 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 Stan Davis, New Life Community Church, 301 West 2nd Street**

**Pledge of Allegiance**

**Roll Call**

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

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

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

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



# City of Grand Island

Tuesday, December 18, 2012

Council Session

## Item C1

### **Presentation by the Barbershop Harmony Quartet with a Celebration of the Holidays**

*The Barbershop Harmony Quartet will be present to share the holiday spirit with everyone.*

**Staff Contact: Mayor Jay Vavricek**



# City of Grand Island

Tuesday, December 18, 2012

Council Session

## Item C2

### **Presentation of the “Mayor’s Builder Award” to Bennett Chamness**

*Since so many great efforts occur in our community and many unnoticed, it's important to recognize efforts that build a stronger Grand Island.*

*As Mayor, the City will recognize those efforts with a "Mayor's Builder Award" Recognition and appearance before council and the people of Grand Island.*

*The Builders' Award will go to Bennett Chamness for his tireless efforts to acknowledge the service of veterans and the sacrifice of family members and to support our troops "Wear Red on Fridays".*

*Bennett Chamness will be recognized as a Builder of a Better Grand Island.*

Staff Contact: Mayor Jay Vavricek



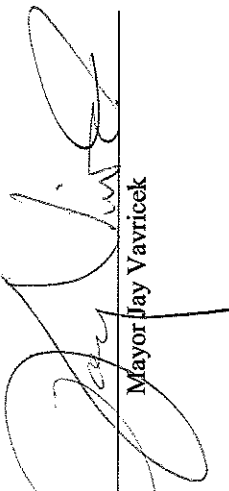


# *Mayor's Builder Award*

Awarded to

**“Bennett Chamness”**

for outstanding work in the community of the City of Grand Island and a  
Builder of a Better Grand Island.

  
Mayor Jay Vavricek

  
City Administrator Mary Lou Brown

  
City Clerk RaNaee Edwards



# **City of Grand Island**

**Tuesday, December 18, 2012**

**Council Session**

## **Item E1**

**Public Hearing on Request from Bocho's, Inc. dba San Pedro's  
Mexican Restaurant, 2418 N. Webb Road, Suite A for a Class "I"  
Liquor License**

**Staff Contact: RaNae Edwards**

# **Council Agenda Memo**

**From:** RaNae Edwards, City Clerk

**Meeting:** December 18, 2012

**Subject:** Public Hearing on Request from Bocho's, Inc. dba San Pedro's Mexican Restaurant, 2418 N. Webb Road, Suite A for a Class "I" Liquor License

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

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

## **Background**

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

### **Declared Legislative Intent**

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

## **Discussion**

Bocho's, Inc. dba San Pedro's Mexican Restaurant, 2418 N. Webb Road, Suite A has submitted an application for a Class "I" Liquor License. A Class "I" Liquor License allows for the sale of alcohol on sale only inside the corporate limits of the city.

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

Also submitted with the application was a request from Bernice Real, 2010 West 39<sup>th</sup> Street, Apt. A, Kearney, NE for a Liquor Manager Designation.

The Police Department completed a background check on Efrain Bravo (see attached) and a previous connection to an application for El Mariachi which was pulled from the January 24, 2012 City Council agenda at the request of the Applicant's attorney (see attached Police Report) and is recommending denial of this application based on the Nebraska Liquor Control Act (Part II Chapter 2 Section 010.01) for a false application.

### **Alternatives**

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

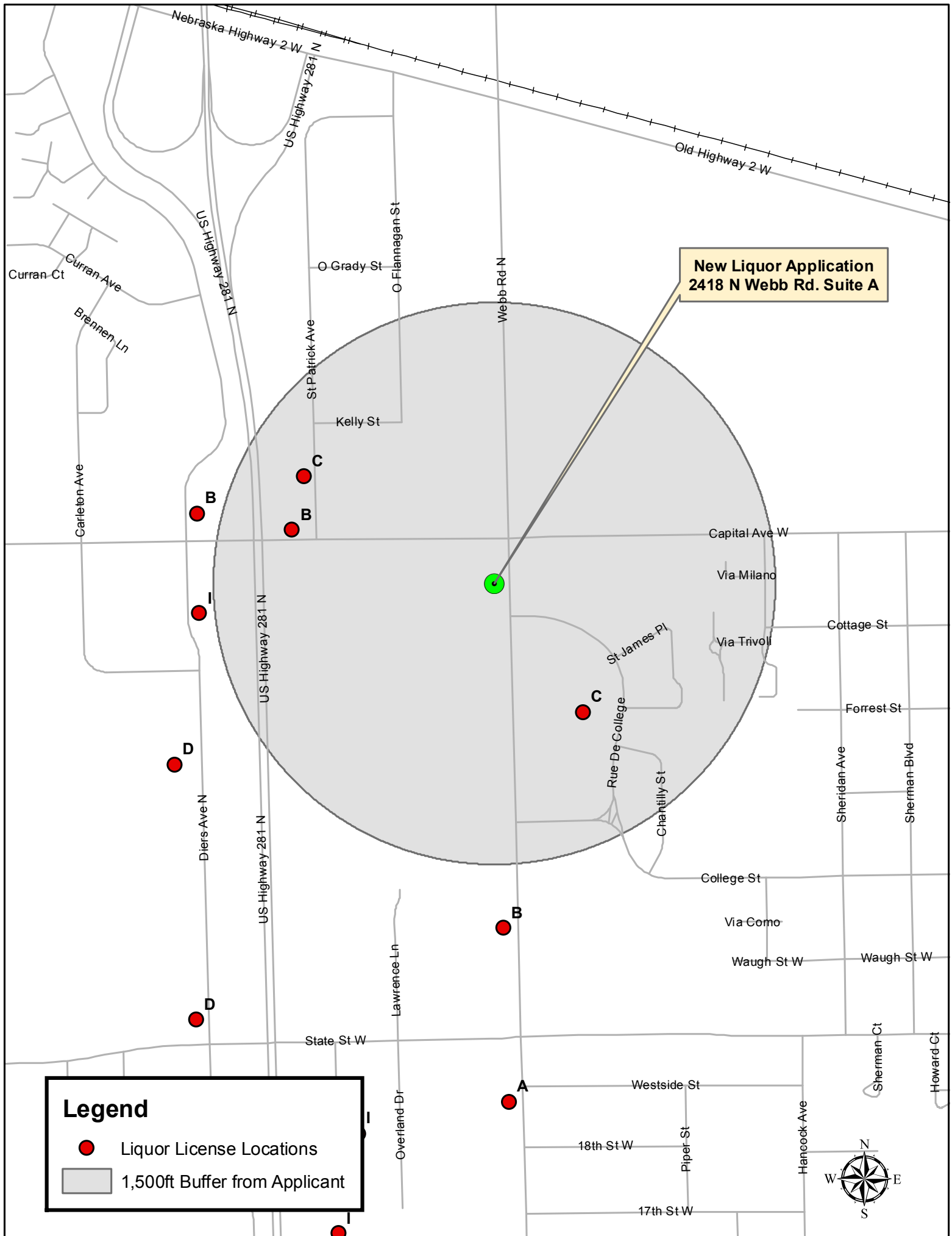
1. Approve the application.
2. Forward to the Nebraska Liquor Control Commission with no recommendation.
3. Forward to the Nebraska Liquor Control Commission with recommendations.
4. Deny the application.

### **Recommendation**

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

### **Sample Motion**

Move to **deny** the application for Bocho's, Inc. dba San Pedro's Mexican Restaurant, 2418 N. Webb Road, Suite A for a Class "I" Liquor License and Liquor Manager Designation for Bernice Real, 2010 West 39<sup>th</sup> Street, Apt. A, Kearney, NE based on the Police Departments Investigation and Nebraska Liquor Control Act (Part II Chapter 2 Section 010.01) for a false application.



12/13/12  
11:58

Grand Island Police Department  
LAW INCIDENT TABLE

450  
Page: 1

City : Grand Island  
Occurred after : 10:44:15 12/10/2012  
Occurred before : 10:44:15 12/10/2012  
When reported : 10:44:15 12/10/2012  
Date disposition declared : 12/10/2012  
Incident number : L12121214  
Primary incident number :  
Incident nature : Liquor Lic Inv Liquor License  
Investigation  
Incident address : 2418 Webb Rd N  
State abbreviation : NE  
ZIP Code : 68803  
Contact or caller :  
Complainant name number :  
Area location code : PCID Police - CID  
Received by : Vitera D  
How received : T Telephone  
Agency code : GIPD Grand Island Police Department  
Responsible officer : Vitera D  
Offense as Taken :  
Offense as Observed :  
Disposition : ACT Active  
Misc. number : RaNae  
Geobase address ID : 4481  
Long-term call ID :  
Clearance Code : CL Case Closed  
Judicial Status : NCI Non-criminal Incident  
=====

INVOLVEMENTS:

Px	Record #	Date	Description	Relationship
LW	L11123091	12/10/12	Liquor Lic Inv	Related
NM	176211	12/10/12	Bravo, Efrain	Applicant
NM	181619	12/10/12	San Pedro Mexican Restaurant,	Business
NM	181622	12/10/12	Real, Berenice	Liquor Manager

LAW INCIDENT CIRCUMSTANCES:

Se	Circu	Circumstance code	Miscellaneous
1	LT21	Restaurant	

LAW INCIDENT NARRATIVE:

Efrain Bravo is Applying for a Liquor License for San Pedro Mexican Restaurant, and Bernice Real is Applying to be the Liquor Manager.

LAW INCIDENT OFFENSES DETAIL:

Se Offe	Offense code	Arson Dama
1	AOFF Alcohol Offense	0.00

LAW INCIDENT RESPONDERS DETAIL:

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

LAW SUPPLEMENTAL NARRATIVE:

Seq Name	Date
1 Vitera D	13:12:11 12/11/2012

12/13/12	Grand Island Police Department	450
11:58	LAW INCIDENT TABLE	Page: 3

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Grand Island Police Department  
Supplemental Report

Date, Time: Tue Dec 11 13:12:22 CST 2012  
Reporting Officer: Vitera  
Unit- CID

Efrain Bravo is applying for a Class I (beer, wine, distilled spirits, on sale only) corporate liquor license for San Pedro Mexican Restaurant. Bernice Real is applying for the liquor manager position. San Pedro will take the place of El Mariachi which lasted about one year. El Mariachi applied for a liquor license as well. That application had numerous accountability problems which included a large family business of numerous restaurants in several states with people, money, and property that was extremely difficult to determine who was responsible for what. Many problems and discrepancies were found with that application, and the police department recommended a denial. The applicant pulled the application before it went in front of council. El Mariachi never received a liquor license. According to my previous investigation, Efrain Bravo is the brother of the owner of El Mariachi. The El Mariachi investigation is included with this one since it is the same family, and there are similar issues.

While reviewing the San Pedro application, I noticed that Efrain disclosed two speeding convictions. I checked Spillman and NCJIS and didn't come up with any additional convictions in Nebraska which isn't surprising since Efrain also stated on his application that he has only lived in Nebraska since 2012. During a personal interview with Efrain, he guessed that he moved to Kearney in May of this year.

The next piece of information that caught my eye is that Efrain is borrowing money from Jose Luis Bravo. When Efrain's brother, Jose J.

Bravo applied for a liquor license for El Mariachi, he didn't disclose on the application that he had borrowed money from his cousin, Jose Luis Bravo. Not only did Jose J. Bravo eventually tell me about the money he borrowed from his cousin, he said he was also going to profit share with his parents. During my interview with Efrain, he said he was going to borrow somewhere between \$25,000 and \$35,000 from his cousin. On the application, he didn't list anyone who would share in the business profits, and he stuck to that during the interview.

While looking at the liquor manager application for Bernice Real, I saw that Bernice stated that she is married but requested that the NLCC grant her a waiver on her husband, Jose Real-Cazares. The liquor manager and her spouse have to be citizens of the United States. Bernice is a naturalized citizen from Mexico. According to Homeland Security Investigations (HSI), Bernice's husband is an illegal alien from Mexico. In Bernice's waiver request, she stated that she is separated from her husband, and he is living in Mexico. She said she hasn't seen him in over two years, they don't speak, and she doesn't know how to locate him in Mexico.

During my interview with Bernice, she advised that she or her parents take her children to Mexico to see their father (Jose Real-Cazares). I confronted her with her waiver statement. Bernice then said that she or her parents will take the kids to relatives on her side of the family, and Jose will meet them there. She said Jose lives about six hours away, but she technically doesn't know exactly where. I asked her how she doesn't speak to him if a visitation is arranged, and they are all in the same place when he is visiting his children. She said he stays in a motel and just comes by where she is staying with family to pick up the kids and take them somewhere else. I called Mary Messman with the NLCC and asked her about the waiver requests. She advised that it isn't necessarily routine procedure that the Commission will honor the waiver requests. She said there is a good chance they will request a hearing.

I also noticed on the manager's application that Bernice didn't disclose any convictions. When I checked her through NCJIS, I found that she had a child restraint conviction. When I talked to her in person, she also said she had a couple of other traffic convictions in Missouri, but nothing serious.

When I reviewed the corporation portion of the liquor license application, I noticed that Efrain listed his home address and the corporate address as 2900 Grand Ave. in Kearney, NE. When I spoke to Efrain and his sister Bernice in person, they advised that 2900 Grand Ave. is a trailer court; and Efrain lives in number 327. I had seen in NCJIS from some traffic stop information that Bernice was documented as living at 2900 Grand Ave. number 81 at one time.

While trying to determine residency requirements in the El Mariachi investigation, I found two vehicles registered to Jose and Maria Bravo in Kearney, NE at 2900 Grand Ave. number 145. Jose J. Bravo (El Mariachi applicant) told me that his parents had purchased and registered the vehicles. One of them was a 2009 Cadillac Escalade, and the other was a 2011 Yukon Denali. The Denali was purchased for him. His parents were



living in Joplin, Missouri at the time they bought the Escalade there but titled it in Oklahoma and registered it in Nebraska.

When I asked Jose J. Bravo if his parents bought the vehicle for him and he was living in Lexington, why did they register it in Kearney? He didn't know, but he thought they titled the Escalade in Oklahoma because it cost less; and their nephew and his wife (Jose Luis and Maria Bravo) lived there. He also said that his Uncle, Jose Manriquez lived at the 2900 Grand Ave. #145 address. Jose J. went on to tell me that he couldn't afford the payments on the Denali, so his brother (Efrain) took the vehicle and assumed the payments.

When I interviewed Efrain, I asked him about the Denali. He said the vehicle belongs to his parents. Bernice then advised that their parents just moved from Joplin to Kearney within the last month, and they are staying with Efrain. Efrain and Bernice's parents were present in San Pedro, but I did not positively identify them or speak to them. To try and make the last few paragraphs a little more clear, there are three Jose and Maria Bravo's. One couple lives or lived in Joplin and are the parents of Jose J. Bravo, Efrain Bravo, and Bernice Real. The second couple is Jose J. and Maria. They may be separated or divorced. Jose J. has recently lived in Lexington and Kearney. Jose L. and Maria Bravo live in Oklahoma. Jose L. is a cousin to Jose J., Efrain, and Bernice.

For the San Pedro investigation, I checked to see if Efrain and Bernice have any vehicles registered in Nebraska. They do not. Traffic stop information in NCJIS shows that Bernice has been stopped in April and December of this year driving a 2005 Chrysler 300 belonging to Jose J. Bravo. On the liquor manager application, Bernice stated that she moved to Kearney in 2008. I called the KPD and spoke to an SRO who was able to check KPS enrollment information. The officer advised that one of Bernice's children has been enrolled in the KPS system since 2008.

Part of the liquor license application asks the applicant to list all past and present liquor licenses associated with the people on the present application. Efrain included an attachment that listed five licenses in Missouri. I called the Missouri Alcohol and Tobacco Control (ATC) and spoke to Kelly Turner. Kelly advised that Efrain is a part of eight liquor licenses in Missouri. He is listed as a manager on all of the applications. Kelly further stated that the manager has to be a resident of Missouri. I told Kelly that Efrain was applying for a license in Nebraska and stated on the application that he lives in Nebraska.

Kelly said that a new manager has to be listed on the Missouri licenses within 15 days of Efrain's out-of-state change of residency. When I interviewed Efrain, he said he moved to Kearney sometime around May of this year. According to Kelly, Efrain is not in compliance with Missouri liquor law. It should also be noted that while Kelly advised that she didn't show any violations on any of the licenses in Missouri, she said their office which is responsible for licensing and enforcement was slashed from over 50 people to five. Those five people cover the whole state. I had noticed on the ATC web site under suspensions for the last three years, there were months where they didn't have any. Most months

averaged two or three for the entire State of Missouri. With the RIF, it makes sense.

I asked Efrain if he was a part of any other liquor licenses besides the five that were listed on his application. He said he was not. I told him about the other three according to the ATC. He then acknowledged that he was on two of the additional licenses but not the third. Regardless, I asked him how he was supposed to manage all those restaurants when he couldn't even remember which ones he was a part of. Efrain didn't have a comment, but Bernice told me that Efrain lives in Republic, MO and drives between all the restaurants. I told Bernice that Efrain had just told me that he lives in Kearney. Bernice corrected herself and said she meant that he drove to all the Missouri restaurants when he used to live in Republic.

The last part of the corporation part of the application that got my attention was that Efrain listed his spouse's information and then like Bernice, he requested a waiver. He is still married, but his wife is not a Citizen of the United States. According to Nebraska State Statute 53-125, a person is not eligible for a liquor license if his spouse isn't eligible. This requirement can be overcome with a convincing argument to the NLCC. That's why this application included the two waiver requests.

In summary, the Grand Island Police Department recommends that the council not give local approval to this license request. It is a false application with numerous issues, inaccuracies, and discrepancies.

First of all, the applicant (Efrain Bravo) is Jose J. Bravo's brother, and Jose J. Bravo's liquor license application for El Mariachi had numerous problems that should have prevented him from getting a license had he not retracted it. This application seems to be another attempt.

Secondly, the application is not valid unless the NLCC grants the waiver requests on Efrain's spouse who is not a citizen of the U.S. and Bernice's spouse who is an illegal alien. After talking with Bernice, it's questionable whether the information included in her waiver request is accurate.

Thirdly, neither Efrain Bravo or Bernice Real have a vehicle registered in Nebraska. Efrain has been driving a vehicle that was purchased by his parents and given to his brother Jose J. Bravo. Bernice has been driving a vehicle that is registered to Jose J. Bravo. Numerous family members have also at one time listed 2900 Grand Ave. in Kearney as a home address, yet they have ties to other businesses and home addresses in other states.

Fourthly, Efrain Bravo failed to disclose three additional liquor licenses that he is involved with in Missouri. During an interview, he was asked if he has involvement in any other liquor licenses, he said he didn't. When confronted with the additional Missouri licenses, he acknowledged involvement in two out of the three. Efrain has supposedly been living in Kearney since May of this year which means he definitely hasn't been managing the five businesses in Missouri or the three that he forgot about. He is also breaking Missouri liquor law by not being a

resident of their state while still being listed as manager on those licenses. This display of lack of management skills and either ignorance or disregard of Missouri law doesn't bode well for him having a liquor license here and abiding by Nebraska law.

12/13/12  
11:59

Grand Island Police Department  
LAW INCIDENT TABLE

450  
Page: 1

City : Grand Island  
Occurred after : 15:20:00 12/23/2011  
Occurred before : 15:20:00 12/23/2011  
When reported : 15:20:00 12/23/2011  
Date disposition declared : 12/23/2011  
Incident number : L11123091  
Primary incident number :  
Incident nature : Liquor Lic Inv Liquor License  
Investigation  
Incident address : 2418 Webb Rd N  
State abbreviation : NE  
ZIP Code : 68803  
Contact or caller :  
Complainant name number :  
Area location code : PCID Police - CID  
Received by : Vitera D  
How received : T Telephone  
Agency code : GIPD Grand Island Police Department  
Responsible officer : Vitera D  
Offense as Taken :  
Offense as Observed :  
Disposition : ACT Active  
Misc. number : RaNae  
Geobase address ID : 4481  
Long-term call ID :  
Clearance Code : CL Case Closed  
Judicial Status : NCI Non-criminal Incident  
= = = = =

INVOLVEMENTS:

Px	Record #	Date	Description	Relationship
LW	L12121214	12/10/12	Liquor Lic Inv	Related
NM	165530	01/18/12	Garcia-Martinez, Ezequiel Dani	Interpreter
NM	173114	01/18/12	El Mariachi,	Restaurant
NM	172975	01/11/12	Bravo, Jose J	Owner/Manager

LAW INCIDENT CIRCUMSTANCES:

Se	Circu	Circumstance code	Miscellaneous
1	LT21	Restaurant	

LAW INCIDENT NARRATIVE:

ICE/I Received a Copy of a Liquor License Application for the Mariachi Authentic Mexican Food restaurant and a Copy of a Liquor Manger Application from Jose Bravo.

LAW INCIDENT RESPONDERS DETAIL:

Se Responding offi Unit n Unit number

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12/13/12                                      Grand Island Police Department  
450  
1    Vitera D                                      318                      Vitera D

LAW SUPPLEMENTAL NARRATIVE:

Seq Name                                      Date  
-----  
1    Vitera D                                      10:15:48 01/16/2012

ICE/318

Grand Island Police Department  
Supplemental Report

Date, Time: Mon Jan 16 10:16:02 CST 2012  
Reporting Officer: Vitera  
Unit- CID

Gordo's Incorporated doing business as the El Mariachi Authentic Mexican Food restaurant is seeking a Class I (beer, wine, distilled spirits, on sale only) corporate liquor license. Jose de Jesus Bravo is listed as the CEO of the corporation. Bravo also applied to be the liquor manager. He listed his home address on the liquor license and manager application as 2307 Plum Creek in Lexington, NE.

While looking through the application, several areas piqued my interest. First, Bravo is part owner of San Pedro restaurant in Kearney, Lexington, North Platte, and Scottsbluff, Nebraska. He listed on his applications that he lived in Joplin, Missouri from 1996 until 2009 when he moved to Lexington. He also stated the he was born in Mexico. Bravo did not list a spouse on the application. In fact, he is the only person listed on the application, yet he listed Jose Manriquez as a person who is authorized to write checks and make withdrawals on the business account.

Part of the requirements to be a liquor manager include being a citizen of the United States and resident of the State of Nebraska. A Nebraska voter registration card and either a U.S. passport, U.S. birth certificate, or naturalization paperwork should be included with the application as proof. None of those documents were included. I checked with our local HSI office and was informed that Bravo is a naturalized citizen.

I have some concerns, however, as to whether Bravo is a resident of Nebraska. His home address as stated above is actually the address of his restaurant in Lexington. Bravo also listed the restaurant's address on his Nebraska driver's license. I spoke to Investigator Rowan with the Lexington Police Department who said he didn't believe the restaurant had any living quarters attached to it. He later informed me that the health

department visited the restaurant and said there are no living quarters at the restaurant, and numerous employees were working there (significant because Bravo stated on the application that he was the sole employee).

Bravo told the health department he used that address because that's where he receives his mail even though the application separately asks for home address and where the applicant wants to receive mail from the Commission. The application states that Bravo listed a Kearney address to receive mail from the Commission, not at his restaurant. Investigator Rowan found a different Lexington address for Bravo in their database. He also told me that Bravo was a victim of a robbery at that address in June of 2011. Investigator Lorri Rogers with NSP had informed me about the robbery. From an online article, it appears that Bravo may have been living or staying with his father. When I later spoke to Bravo, he said he was renting this address from one of his employees named Hector Onate. When Bravo was interviewed, he gave yet a different address in Lexington.

I also called law enforcement authorities in Joplin, Missouri. I spoke to Captain Walrod with the Jasper County Sheriff's Office. He advised that Bravo has two restaurants in Joplin. They are called El Charro. He said there is also an El Charro in Carthage, Missouri and Pittsburgh, Kansas. Carthage is about 12 miles east of Joplin, and Pittsburgh is about 30 miles from Joplin. Captain Walrod thought that Bravo and his wife, Sandra still live in the Joplin area. He found out for me that Bravo is currently paying utilities at 25150 Demott Dr. in Joplin. Captain Walrod spoke to a sergeant who patrols the area where Bravo lives (or used to live), and she thought that Bravo is still married to Sandra (Bravo) and living there. She described the Bravo's as "good people." At this time, I don't know whether the restaurants in Kansas and Missouri serve alcohol and if they have any liquor violations. Bravo did not list any out-of-state liquor licenses when it was asked of him on the application.

Another question on both applications asks about being convicted of any charge. Bravo listed some traffic convictions in Buffalo and Dawson County along with an open container conviction. He also listed a traffic ticket in Missouri and a traffic ticket in Oklahoma. I can't run official criminal history checks on liquor license applicants. A fingerprint submission from the applicant will determine that at the state level. Even though Bravo hasn't spent much time in Nebraska, I checked Spillman and NCJIS. He does not have an entry in Spillman, and his entries in NCJIS generally matched up to the disclosures on the applications. NCJIS also shows that a bench warrant was issued for Bravo on four separate occasions involving the convictions he disclosed. On each occasion, the warrant was cancelled before it was served. This leads me to believe that he wasn't paying his fines on time.

Besides checking with Jasper County, I spoke to a records clerk at the Joplin Police Department. She advised that Bravo had some minor traffic violations that included speeding and a seatbelt violation, but he was also cited for driving during revocation in 2001. I spoke to Sgt. Young with the Kearney Police Department. He put out an e-mail to department members asking about negative contacts with Bravo and the San Pedro restaurant. He didn't get any responses. I spoke to a representative of the North Platte Police Department. He advised that they didn't have any

contacts with Bravo. He also commented that San Pedro is a good restaurant. I called Scottsbluff and ended up speaking with Detective Rader. He said they don't have any problems with the restaurant that he's aware of. He also sent me a copy of their liquor license investigation into San Pedro. Scottsbluff contacted Kearney PD and learned that Isaias Manriquez was listed on Kearney's application. The Scottsbluff investigation also determined that Bravo provided a false Social Security number. I wasn't able to get clarification as to whether this was intentional or some sort of typo.

I tried to find Bravo on facebook but didn't find anything that I could be sure was him. I also ran Bravo through an Internet search engine. There is a large amount of data on Bravo, and it was difficult to sort through it and determine if all the information could be attributed to the applicant or a different Jose Bravo. It appeared that Bravo has either lived or had a restaurant in the following places: Kearney, Lexington, North Platte, Scottsbluff, Joplin, MO; Carthage, MO; Wyoming, MI; Claremore, OK; Muskogee, OK; Mountain Home, AR; and Bowling Green, KY.

It appeared that Bravo owns an El Charro in Joplin, and an El Charro in Claremore, OK. The information also pointed towards Bravo as having some liens against him. From 12/13/2004 (file date) through 10/4/2005 (release date), Jose Bravo had a "state tax warrant" in Oklahoma in the amount of \$5,574. On 11/16/2010, the "Tax Commission" in Rogers County Oklahoma filed a tax lien on Bravo in the amount of \$12,681. No disposition is listed. In March of 2004, the IRS filed a lien against Bravo's El Charro restaurant in Joplin. There is no amount listed, but the status is listed as open. Bravo would later tell me that this information is associated with his father and brother.

Even though Bravo stated on his applications that he has lived in Lexington since 2009, the Internet search engine indicated that he registered a '97 Altima in Missouri on 6/8/11 and a 2010 Tundra in Missouri on 10/28/10. He also has two cars registered in Nebraska in 2011. It appears that he's keeping residences and registering cars in Nebraska and Missouri in the same year. One more piece of information stated that the only voter registration card on file for Bravo is in the State of Missouri.

On 1/11/12, I drove by the restaurant. I observed two vehicles parked in front of it. One was a silver Dodge pickup (18CM2368), and the other was a small red Chevy car (21AH59). The red Chevy is registered to Juan Manriquez. Manriquez is the same last name of the person Bravo listed on the application as having access to the business account. It is also the same last name as one of the corporate officers in the Kearney San Pedro. I also ran Bravo's name through NCJIS looking for vehicles registered to him. I came up with a 2011 Yukon Denali registered to Jose and Maria Bravo of 2900 Grand Ave. #145 in Kearney, NE. The vehicle was registered on 4/15/11. At this point, I don't know Jose's relationship with Maria even though they have the same last name.

I called (573-526-2772) the Missouri Alcohol and Tobacco Control (ATC) Commission and asked them if Bravo has any liquor licenses in their

state. I was informed that there are several licenses under the last name of Bravo and also under Jose Bravo but none that matched the date of birth and Social Security number of this applicant. Other names on the applications as corporate officers are Efraine Bravo and Andres Bravo. Some of the restaurants are named El Charro. I was also told that the restaurants have some history of failing compliance checks.

I also called (405-521-3011) the Alcoholic Beverage Laws Enforcement (ABLE) Commission in Oklahoma. They have at least twelve restaurants that have Jose Bravo or Jose L. Bravo as a corporate officer. They also show Andres Bravo and Nicholas Onate as corporate officers at restaurants that are either El Charro, Los Charros, Mi Ranchito, El Charrito, or Playa Azul. The person I spoke to at ABLE said they have numerous minor and major violations at these restaurants. A major violation would be selling to a minor or allowing a minor in a bar. They also said that Jose L. Bravo had written them some "hot" checks.

I called Rogers County Oklahoma and confirmed that Jose L. Bravo had a tax lien placed on him in 2004 for \$5,574 and a tax lien in 2010 for \$12,681. This is the same information that was discovered through the Internet search engine. Jose L. Bravo was not paying his personal income tax to the State of Oklahoma. Both balances have now been paid.

On 1/17/12, NSP Investigator Lorri Rogers and I met with Jose de Jesus Bravo at his restaurant. He used an employee by the name of Ezequiel Garcia to interpret for him. Bravo immediately identified Jose Manriquez as his manager who is going to be responsible for the day-to-day operation of the business which would include ordering alcohol and being in charge of everything. Bravo said he planned on visiting the business about every eight days. When asked why Manriquez didn't apply for the manager's position, Bravo said he thought it would be easier for him to get approved. Bravo identified Jose Manriquez as being his uncle.

Bravo said Clemente Salazar is the manager of all the San Pedro's in Nebraska. Isaias Manriquez is currently listed as the manager of San Pedro in Kearney. Bravo said he has no idea where Isaias Manriquez is now or what he is doing. On the application, Bravo stated that he is the sole employee of the San Pedro in Lexington. When asked about this, he said that was not true. He has five people who work for him. Bravo said his attorney filled out the application for him. However, Bravo also advised that he had an interpreter with him, and the application was read to him in Spanish. He had no other explanation.

Since Bravo has four other restaurants in Nebraska that are all named San Pedro and are part of San Pedro Inc., he was asked why this one is named differently and under a new corporation. Bravo said that he wanted to be on his own with this restaurant. Another explanation could be that he wants some separation from the other restaurants with the NLCC because they have had some problems. The Kearney restaurant has three violations for selling to minors and a violation for having an open container after hours. They were also scheduled for a "show cause" hearing on 1/18/12 in front of the NLCC for failing to comply with a specific training order from the NLCC. I checked with the NLCC on 1/19/12 and was advised that the hearing was continued. The Lexington restaurant has had a liquor



license since 6/30/09 and doesn't have any violations. The North Platte restaurant has had a license since 3/9/09 and doesn't have any violations. The Scottsbluff restaurant has had a license since 7/16/09 and has one sale to a minor that was eventually dismissed.

While trying to determine Bravo's status as a possible Nebraska resident, I ran his name through NCJIS to see what vehicles are registered to him. I came up with a maroon 2009 Escalade registered to Jose and Maria Bravo in Kearney. It had originally been titled in Claremore, OK (where the tax issues are) to Jose and Maria Bravo. I also found a white 2011 Yukon Denali registered to Jose and Maria Bravo at the same address in Kearney. Previous title information came back to a dealer in Joplin, MO (where Bravo said he lived from '96-2009).

Bravo told me that those vehicles were purchased by his parents. He went on to explain that he is currently separated and in the process of a divorce with his wife named Maria Bravo. His parents are also named Jose and Maria Bravo. He also has a cousin named Jose Bravo who is married to Maria Bravo. Bravo said his parents currently live in Joplin, MO and have lived there for at least fourteen years. His parents bought the Escalade while living in Missouri. They titled it in Oklahoma and registered it in Nebraska. He thought they titled it in Oklahoma because the taxes were less there. I was not clear as to why they registered it in Kearney, NE.

Moving on to the Denali, Bravo said his parents bought that vehicle for him in 2011. On his liquor license applications, Bravo claims to live in Lexington, but the Denali was registered in Kearney. Bravo said that his uncle, Jose Manriquez lives at the registered address in Kearney. Bravo couldn't explain why it wasn't at least registered in Dawson County. Bravo said that he couldn't afford the payments on the vehicle, so his brother (Efraine) took the vehicle and assumed the payments.

A question on the application asks if the applicant borrowed any money from any source including family and friends to establish and/or operate the business. The no box was checked. I asked Bravo how he could afford to start up this new restaurant without borrowing money when he couldn't afford a car payment. Bravo advised that he borrowed \$35,000 from his parents. He then included his cousin, Jose L. Bravo, in lending him part of the \$35,000. Bravo then said all of the \$35,000 came from Jose L. Bravo, and his parents basically brokered the deal.

The next question on the application asks if anyone other than the applicant will be sharing the business profits. The no box was checked. However, Bravo acknowledged that his parents will be receiving half of the profits. I couldn't figure out why his parents were in line to get the profits when it was his cousin who supposedly lent him the money. It appears that Bravo's cousin, Jose L. is the guy with tax liens in Oklahoma, yet this is the same guy who lent Bravo money.

In summary, the Grand Island Police Department urges the city council to recommend a denial of this liquor license and liquor manager license to the NLCC for several reasons. First and foremost, this is a false application according to the Nebraska Liquor Control Act (Part II Chapter 2 Section 010.01) which reads:

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

Bravo stated on his application that he didn't borrow any money for his restaurant, yet he did. He also stated on the application that no one will share the profits with him, yet he admitted that his parents are taking half. He didn't list a spouse on the application, and he is still married. Therefore, I was unable to do a background check on her, and no Spousal Affidavit of Non Participation is on file. He applied to be the liquor manager but only did so because the guy who is really going to be the manager might not have been eligible. He also listed an incorrect home address on the application.

The licenses could also be denied because Bravo didn't supply the required documents (voter registration card, and either a birth certificate, naturalization paperwork, or a U.S. passport). Without the voter registration card and the confusion with all of the similar names in his extended family, the way the vehicles are titled, registered and possessed, it's difficult to tell whether Bravo is a resident of Nebraska. There are also problems with the San Pedro restaurant owned by Bravo in Kearney. They have violations and are slow or don't comply with the orders of the NLCC. Another example of failing to comply with lawful orders or doing so reluctantly is Bravo's failure to pay fines on time that resulted in four separate arrest warrants which finally prompted him to pay before they could be served.

After speaking with Bravo, he asserted that he is not involved with any restaurants outside of Nebraska. According to Bravo, the information I found on Jose Bravo in Missouri and Oklahoma can be attributed to his father and his cousin. However, it was extremely difficult to figure out which Jose and Maria Bravo did what since all three couples have intertwined history in Missouri, Oklahoma, and Nebraska.

The bottom line is the applicant provided false information on his application, and he is receiving support from his family who have problems with liquor violations in Oklahoma and failing to pay their income taxes on time. In addition, my background investigation shows a connection between the Manriquez and Onate family with the Bravo family, but no information on them was provided by Bravo even though he listed Jose Manriquez as having access to and authority over his business account. Once again, the applicant's false application combined with his involvement with his family and their shuffling of vehicles, liquor violations in multiple states, and the failure to pay taxes in a timely manner implies either deception, disregard of laws, or the inability to comply with liquor laws.



# **City of Grand Island**

**Tuesday, December 18, 2012**

**Council Session**

## **Item E2**

**Public Hearing on Acquisition of Utility Easement - 3800 Block of  
East Hwy. 34 - Bosselman**

**Staff Contact: Tim Luchsinger, Utilities Director**

# **Council Agenda Memo**

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

**Meeting:** December 18, 2012

**Subject:** Acquisition of Utility Easement – 3800 Block of E. Hwy 34 –Bosselman

**Item #'s:** E-2 & G-8

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

## **Background**

Nebraska State Law requires that acquisition of property must be approved by City Council. The Utilities Department needs to acquire an easement relative to the property of Charles and Laura Bosselman located in the 3800 Block of East Highway 34, in Hall County, Nebraska, in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers.

## **Discussion**

This easement will be used to place underground conduit, primary power cable and a pad-mounted transformer to provide electrical service to a new home under construction on the property.

## **Alternatives**

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

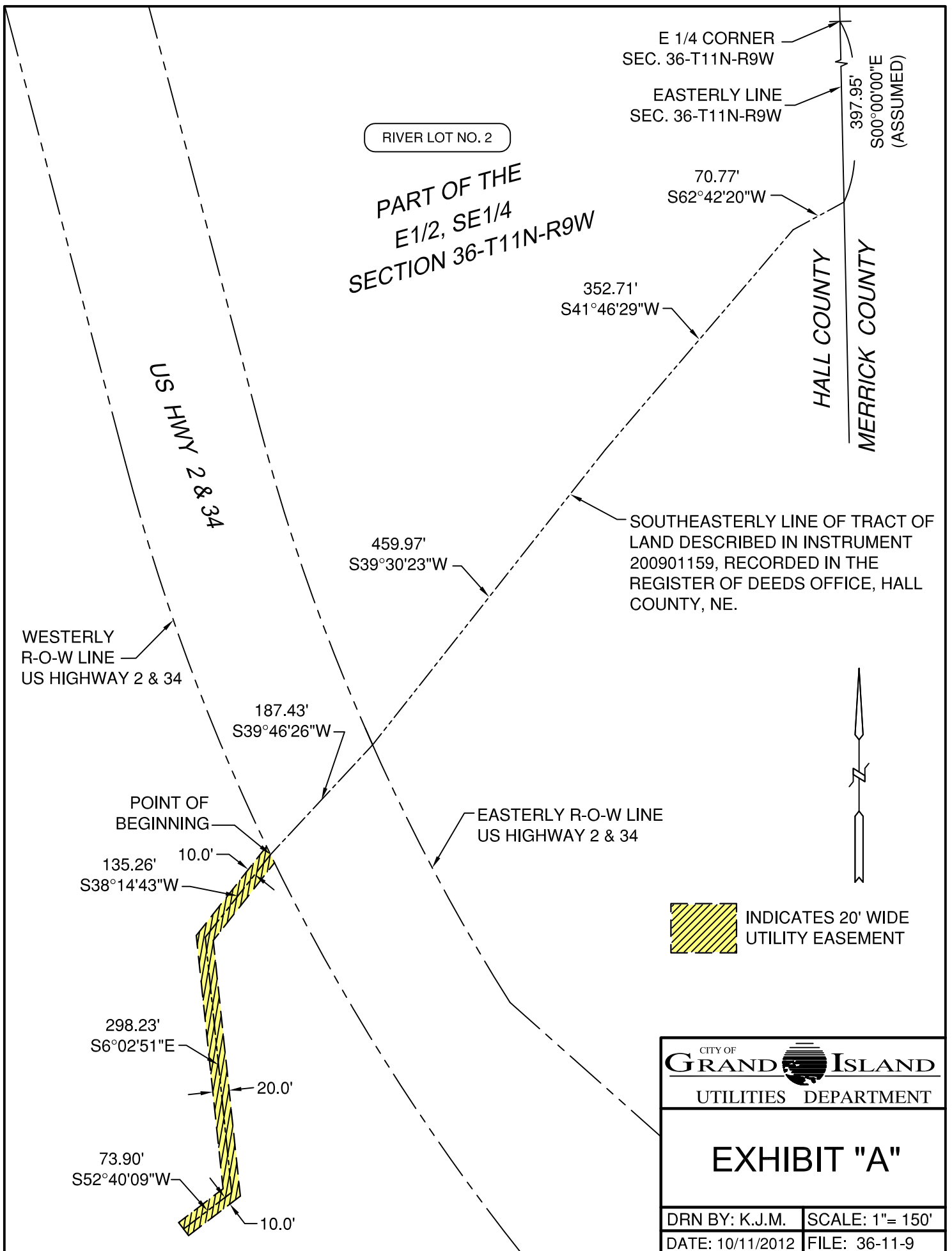
1. Make a motion to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

## **Recommendation**

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

## **Sample Motion**

Move to approve acquisition of the Utility Easement.





# **City of Grand Island**

**Tuesday, December 18, 2012**

**Council Session**

## **Item F1**

### **#9414 - Pre-84 Retirees - Public Safety Pension Plans**

**Staff Contact: Jaye Monter**

# **Council Agenda Memo**

**From:** Jaye Monter, Finance Director  
**Meeting:** December 18, 2012  
**Subject:** Pre-84 Retirees-Public Safety Pension Plans  
**Item #'s:** F-1, I-3, I-4 & I-5  
**Presenter(s):** Jaye Monter, Finance Director

## **Introduction**

On December 11, 2012, City Staff brought to Council a Study Session discussion involving:

- History of prior lump sum pension payments for pre-84 police officers and pre-84 firefighter retirees.
- Discussions of Straight Life and Joint Life Annuity Calculations.
- Actuarial Funding Needs in Present Value Dollars.
- Funding Needs of Police Reserve Fund
- Excess Funds of Fire Reserve Fund

The following decisions are brought to Council in the form of resolution choices for Decisions #1 and #2 (potential remedies) and Ordinance choices for Decisions #3 and #4 (annuity form and funding). Attending the meeting to answer questions for Council are Robert B. Evnen from Woods & Aitken and Terry Galloway, CPA, CGFM, CFA, CVA, CGFM, CFA, CVA, PFS with Almquist Maltzahn Galloway & Luth, CPAs.

With Council's consent we will take these agenda items out of order and address Ordinance 9414 with Resolutions 2012-367 through 2012-369.

## **Discussion**

**Decision #1.** At the Study Session meeting held December 11, 2012, members of the Grand Island City Council discussed the possibility of seeking a remedy of the lump sum pension payment for the latest Police Department retiree. That remedy would entail seeking reimbursement of an unknown amount from that retiree's lump sum pension payment previously approved by the Council at the November 13, 2012 meeting.

The first step in seeking reimbursement would be to send a formal letter to the retiree and Pension Committee stating Council requests the City, Pension Committee and Retiree recalculate the lump sum payment option using the straight life annuity at a date no later than 12/31/12. The new calculated result will be subtracted from the \$458,919.35 payment Council approved November 13th and a formal demand for the difference will be made upon the retiree. If the retiree agrees to reimburse the City the amount demanded, the matter would be resolved. If an agreement is not reached, the City's only option would be to file suit against the retiree seeking a judgment for the amount owed.

**Decision #2.** If the Council decides on the course of action outlined above, presumably Council may also pursue the same claim against other Police retirees whose lump sum retirement benefits were calculated using a joint rather than straight life annuity. Nebraska law generally limits the filing of a suit to four years from the event that gave rise to the cause of action. Accordingly, the City would be unable to pursue reimbursement of any pension payments that were disbursed more than four years ago. City staff has determined four pre-84 police officers have retired and received lump sum pension payments calculated on the basis of joint life annuities within the last four years.

**Decision #3.** The statutes for the pre-84 Police Officer's Retirement plan identify straight life annuities as the minimum requirement. Council must make a policy decision to determine future lump sum payments for the remaining seven pre-84 police officers to be calculated using straight life or joint life annuities.

**Decision #4** allows Council to approve the transfer of funds from the General Fund to the 805 Police Reserve Trust Fund. This transfer will allow the payment related to the upcoming pre-84 police retiree. Retirement plan documents for the firefighter retirement system along with Ordinance 9217 from May 2009 must be amended in order for Council to have authority to access assets that exceed projected plan liabilities in the Fire Reserve Trust Fund.



ORDINANCE NO. 9414 (A)

WHEREAS, the Grand Island City Council has decided to amend Chapter 12 of the Grand Island City Code by designating its laws governing the Civil Service Commission as Article I and adding an Article II governing the retirement pensions of police officers,

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

I. That Chapter 12, §§12-1 through 12-19 of the Grand Island City Code be designated as:

**Article I. Civil Service Commission**

II. That Chapter 12 of the Grand Island City Code be amended to read as follows:

**Article II. Police Pension Benefits**

**§12-20. Calculation of Police Pension Benefits**

The pension benefits of all police officers required by Chapter 16, Article 10 of the Nebraska Revised Statutes shall be calculated based upon a straight life annuity.

III. Any ordinances or parts of ordinances in conflict are hereby repealed.

IV. This ordinance shall be in full force and will take effect from and after its passage and publication pursuant to law.

Enacted: December 18, 2012.

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Jay Vavricek, Mayor

ATTEST:

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RaNae Edwards, City Clerk

Approved as to Form	▣ _____
December 15, 2012	▣ City Attorney

ORDINANCE NO. 9414 (B)

WHEREAS, the Grand Island City Council has decided to amend Chapter 12 of the Grand Island City Code by designating its laws governing the Civil Service Commission as Article I and adding an Article II governing the retirement pensions of police officers,

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

I. That Chapter 12, §§12-1 through 12-19 of the Grand Island City Code be designated as:

**Article I. Civil Service Commission**

II. That Chapter 12 of the Grand Island City Code be amended to read as follows:

**Article II. Police Pension Benefits**

**§12-20. Calculation of Police Pension Benefits**

The pension benefits of all police officers required by Chapter 16, Article 10 of the Nebraska Revised Statutes shall be calculated based upon a joint life annuity.

III. Any ordinances or parts of ordinances in conflict are hereby repealed.

IV. This ordinance shall be in full force and will take effect from and after its passage and publication pursuant to law.

Enacted: December 18, 2012.

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Jay Vavricek, Mayor

ATTEST:

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RaNae Edwards, City Clerk

Approved as to Form	▣ _____
December 15, 2012	▣ City Attorney



# **City of Grand Island**

**Tuesday, December 18, 2012**

**Council Session**

## **Item G1**

### **Approving Corrections to the Minutes of February 28, 2012 City Council Regular Meeting**

**Staff Contact: RaNae Edwards**

# **Council Agenda Memo**

**From:** RaNae Edwards, City Clerk

**Meeting:** December 18, 2012

**Subject:** Corrections to the Minutes of February 28, 2012 City Council Regular Meeting

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

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

## **Background**

On February 28, 2012 the City Council approved a Conditional Use Permit for Salvador and Sandra Juarez and the Grand Island Public Schools for a parking lot located at 2108 North Custer Avenue and Lot 9, Block 16, University Place with the following conditions:

1. that landscaping is provided in compliance with section 36-102 of the zoning regulations
2. that vehicle access be restricted and accomplished from the existing drive location at 2108 N. Custer
3. a curb barrier is installed adjacent to the alley to restrict access from the parking lot
4. that the lot be designated non-student parking
5. that there be a 25' setback, finding that the request does promote the health, safety, and general welfare of the community, protects property against blight and depreciation, and is generally harmonious with the surrounding neighborhood.

## **Discussion**

The original motion included item #5 followed by an amendment which included a privacy fence along the west and north side of the lot. The amendment was approved on a 9 to 1 vote. (See attachment #1) and the main motion was approved unanimously. (See attachment #2).

After review of the video, electronic voting summary, and the minutes from the February 28, 2012 meeting it was brought to my attention that #5 of the conditions was missing

along with Lots 11, 13, & 15 as discussed during the meeting. Attached are the minutes with the corrections shown in red.

Correction of these minutes needs to be approved by the City Council.

### **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 corrections to the minutes of February 28, 2012 regular meeting.

### **Sample Motion**

Move to approve the corrections to the minutes of February 28, 2012 regular meeting.

Tuesday, February 28, 2012  
8:36:33 PM

Motion by Gilbert, second by Ramsey to approve the request with the following conditions:

1. that landscaping is provided in compliance with section 36-102 of the zoning regulations
2. that vehicle access be restricted and accomplished from the existing drive location at 2108 N. Custer
3. a curb barrier is installed adjacent to the alley to restrict access from the parking lot
4. that the lot be designated non-student parking
5. that there be a 25' setback, finding that the request does promote the health, safety, and general welfare of the community, protects property against blight and depreciation, and is generally harmonious with the surrounding neighborhood.

Motion by Gilbert, second by Haase to amend the motion to add a privacy fence along the west and north side of the lot.

HAASE: Yes

CARNEY: Yes

NIEMANN: Yes

RAMSEY: Yes

GILBERT: Yes

NICKERSON: No

DONALDSON: Yes

DUGAN: Yes

GARD: Yes

GERICKE: Yes

VAVRICEK, Did not vote

Totals:  
Yes: 9  
No: 1

*Attachment #1*

Tuesday, February 28, 2012  
8:43:26 PM

Motion by Gilbert, second by Ramsey to approve the request with the following conditions:

1. that landscaping is provided in compliance with section 36-102 of the zoning regulations
2. that vehicle access be restricted and accomplished from the existing drive location at 2108 N. Custer
3. a curb barrier is installed adjacent to the alley to restrict access from the parking lot
4. that the lot be designated non-student parking
5. that there be a 25' setback, finding that the request does promote the health, safety, and general welfare of the community, protects property against blight and depreciation, and is generally harmonious with the surrounding neighborhood.

HAASE: Yes

CARNEY: Yes

NIEMANN: Yes

RAMSEY: Yes

GILBERT: Yes

NICKERSON: Yes

DONALDSON: Yes

DUGAN: Yes

GARD: Yes

GERICKE: Yes

VAVRICEK, Did not vote

Totals:

Yes: 10

No: 0

Attachment #2

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING

February 28, 2012

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 February 28, 2012. Notice of the meeting was given in *The Grand Island Independent* on February 22, 2012.

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

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

Mayor Vavricek introduced Community Youth Council member Kuulei Hose.

PRESENTATIONS AND PROCLAMATIONS:

Proclamation "City Employee Appreciation Month" March, 2012. Mayor Vavricek proclaimed the month of March, 2012 as "City Employee Appreciation Month". Marco Floriani, Community Development Department (newest employee), Brian Sands, Public Works Street Department (employee with the most service), and Catrina DeLosh, Public Works Administrative Assistant (first ABCD – Above and Beyond the Call of Duty award winner for the quarter for October – December 2011) were present for the presentation.

State Championship Wrestling Recognition for Northwest High School. The Mayor and City Council recognized Northwest High School Wrestler Blake Fruchtl and Coach Brian Sybrandts for the Class "B" State Wrestling Championship. Mr. Fruchtl and Coach Sybrandts were present for the recognition.

Recognition of Ken Gnadt former Mayor of Grand Island for the Distinguished Nebraskalander Award. The Mayor and Council recognized former Mayor Ken Gnadt who will receive the Distinguished Nebraskalander Award at the annual Statehood Day Dinner on March 3, 2012. Ken Gnadt was present for the recognition.

State Championship Wrestling Recognition for Grand Island Senior High School. The Mayor and City Council recognized the Grand Island Senior High School Wrestling Team and Coach Mike Schadwinkel for the fourth straight Class "A" State Wrestling Championship. Coach Schadwinkel and thirteen members of the wrestling team were present for the recognition.

PUBLIC HEARINGS:



Public Hearing on Request from Javier Rodriguez dba El Trancaso, 415 West 4th Street for a Class "C" Liquor License. City Clerk RaNae Edwards reported that an application for a Class "C" Liquor License had been received from Javier Rodriguez dba El Trancaso, 415 West 4th Street. Ms. Edwards presented the following exhibits for the record: application submitted to the Liquor Control Commission and received by the City on January 30, 2012; notice to the general public of date, time, and place of hearing published on February 18, 2012; notice to the applicant of date, time, and place of hearing mailed on January 30, 2012; along with Chapter 4 of the City Code. Staff recommended approval contingent upon final inspections and completion of a state approved alcohol server/seller training program. No public testimony was heard.

Public Hearing on Acquisition of Utility Easement Located West of Blaine Street and North of Wildwood Drive (Grand Island Area Economic Development Corporation). Utilities Director Tim Luchsinger reported that acquisition of a utility easement located west of Blaine Street and north of Wildwood Drive was needed in order to have access to install, upgrade, maintain, and repair water and sewer appurtenances, including pipes, valves, and manholes for the purpose of constructing water and sewer main lines to serve the east section of the Platte Valley Industrial Park. Staff recommended approval. No public testimony was heard.

Public Hearing on Request from Salvador and Sandra Juarez and the Grand Island Public Schools for a Conditional Use Permit for a Parking Lot Located at 2108 North Custer and Lot 9, Block 16, University Place. Building Department Craig Lewis reported that the Grand Island Public Schools were requesting a conditional use permit for property located at 2108 North Custer and Lot 9, Block 16, University Place for the purpose of constructing a parking lot. Staff recommended approval with the following conditions:

1. that landscaping is provided in compliance with section 36-102 of the zoning regulations
2. that vehicle access be restricted and accomplished from the existing drive location at 2108 N. Custer
3. a curb barrier is installed adjacent to the alley to restrict access from the parking lot
4. that the lot be designated non-student parking, finding that the request does promote the health, safety, and general welfare of the community, protects property against blight and depreciation, and is generally harmonious with the surrounding neighborhood. Mary Lanfear, 2128 North Custer Avenue and Jim O'Neill, 2426 North Custer Avenue spoke in opposition. No further public testimony was heard.

#### RESOLUTIONS:

#2012-53 – Consideration of FTE Amendment for the Wastewater Treatment Plant. Human Resources Director Brenda Sutherland reported that City Council approved Resolution #2012-41 (B) at the February 14, 2012 Council meeting allowing the addition of two new positions at the City Wastewater Treatment Plant. An FTE Amendment was needed to approve the changes in the 2011/2012 budget FTE schedule.

Mike Paulick, 307 East 20<sup>th</sup> Street spoke in opposition. Comments were made regarding other positions in the City that needed to be filled first and whether two were needed at the WWTP at this time. Discussion was held regarding pay range and time to recruit.

Motion by Dugan, second by Gard to approve Resolution #2012-53. Upon roll call vote, Councilmembers Haase, Carney, Niemann, Ramsey, Gilbert, Nickerson, Donaldson, Dugan, and Gard voted aye. Councilmember Gericke voted no. Motion adopted.

#2012-54 – Consideration of Redemption of Series 2001 Electric System Revenue Bonds. Utilities Director Tim Luchsinger reported in 2001 the City issued bonds for two gas turbines with a 15 year term. Additional debt would be needed in the future for air omission controls. Introduced was Bond Council Bruce Lefler with Ameritas Investment Corp. from Omaha who explained the redemption of the Series 2001 Electric System Revenue Bonds and refinancing with the Series 2012 Electric System Revenue Bonds. Mentioned was Refinancing the 2001 \$25,000,000 bond at a lower interest rate and extending the bonds an additional five years. This would reduce the debt service for the bond. Current interest rate would be 2.25% over the ten year life of the bond with a net present value benefit of \$1.25 million.

Discussion was held regarding the use of cash on hand to lower the bond debt. Mr. Luchsinger stated targets of minimum cash on hand were between \$20 to \$22 million. Also mentioned were upcoming projects for this year.

Motion by Gilbert, second by Ramsey to approve Resolution #2012-54. Upon roll call vote, all voted aye. Motion adopted.

#### ORDINANCES:

#9363 – Consideration of Annexation of Property Located South of US Highway 34 and West of South Blaine Street – Annexation Area 8b (included Rainbow Lake Area) (Second Reading)

Motion by Gard, second by Donaldson to approve Ordinance #9363 on second reading only. Upon roll call vote, all voted aye. Motion adopted.

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

#9365 – Consideration of Amending Chapter 8 of the Grand Island City Code Relative of Adopting the 2009 International Building and Residential Code

#9366 – Consideration of Amending Chapter 15 of the Grand Island City Code Relative to adopting the 2011 National Electrical Code

#9367 – Consideration of Amending Salary Ordinance

#9368 – Consideration of Changes to Chapter 16-11 of the Grand Island City Code Relative to Open Burning

#9369 – Consideration of Authorizing Series 2012 Electric System Revenue Refunding Bonds

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

**#9369 – Consideration of Authorizing Series 2012 Electric System Revenue Refunding Bonds**

This item related to the aforementioned Resolution #2012-54.

Motion by Haase, second by Carney to approve Ordinance #9369.

City Clerk: Ordinance #9369 on first reading. All those in favor of the passage of this ordinance on first reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

City Clerk: Ordinance #9369 on final passage. All those in favor of the passage of this ordinance on final passage, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

Mayor Vavricek: By reason of the roll call votes on first reading and then upon final passage, Ordinance #9369 is declared to be lawfully adopted upon publication as required by law.

**#9365 – Consideration of Amending Chapter 8 of the Grand Island City Code Relative of Adopting the 2009 International Building and Residential Code**

**#9366 – Consideration of Amending Chapter 15 of the Grand Island City Code Relative to adopting the 2011 National Electrical Code**

Building Department Director Craig Lewis reported that Ordinance #9365 would amend Chapter 8 of the Grand Island City Code to adopt the 2009 International building and Residential Code. Several changes related to occupancy and sprinkler systems. Ordinance #9366 would change Chapter 15 of the City Code to adopt the 2011 National Electrical Code. Tamper proof and water proof receptacles were mentioned.

Discussion was held regarding the National Codes on the city's web-site. Mr. Lewis stated because of copy write laws we were unable to do that but they were available at the Library.

Motion by Donaldson, second by Gericke to approve Ordinances #9365 and #9366.

City Clerk: Ordinances #9365 and #9366 on first reading. All those in favor of the passage of these ordinances on first reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

City Clerk: Ordinances #9365 and #9366 on final passage. All those in favor of the passage of these ordinances on final passage, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

Mayor Vavricek: By reason of the roll call votes on first reading and then upon final passage, Ordinances #9365 and #9366 are declared to be lawfully adopted upon publication as required by law.

**#9367 – Consideration of Amending Salary Ordinance**

Human Resources Director Brenda Sutherland reported that this item related to Resolution #2012-53 approved earlier in the meeting to put in place the salaries for the two positions at the Wastewater Treatment Plant.

Motion by Gard, second by Ramsey to approve Ordinance #9367.

City Clerk: Ordinance #9367 on first reading. All those in favor of the passage of this ordinance on first reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

City Clerk: Ordinance #9367 on final passage. All those in favor of the passage of this ordinance on final passage, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

Mayor Vavricek: By reason of the roll call votes on first reading and then upon final passage, Ordinance #9367 is declared to be lawfully adopted upon publication as required by law.

#9368 – Consideration of Change to Chapter 16-11 of the Grand Island City Code  
Relative to Open Burning

Fire Division Chief Tim Hiemer reported that Ordinance #9368 was to amend the City Code banning Open Burning.

Motion by Gericke, second by Carney to approve Ordinance #9368.

Jerry Rapp, 802 East 15<sup>th</sup> Street and Barry Niedfelt, 1015 E. Oklahoma Avenue spoke in opposition.

Discussion was held concerning wording in the Ordinance with respect to exceptions, hazard, and nuisance. Mr. Hiemer explained permits and DEQ requirements. Council recommended further work be done on this Ordinance before a vote is taken.

Councilmember Gericke withdrew his motion and Councilmember Carney withdrew his second.

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

Approving Minutes of February 14, 2012 City Council Regular Meeting.

Approving Minutes of February 21, 2012 City Council Study Session.

Approving Request from Wayne Gappa, 11 East 48<sup>th</sup> Street, Kearney, Nebraska for Liquor Manager Designation for Nebraskaland Distributors, LLC.

#2012-42 – Approving Acquisition of Utility Easement – West of Blaine Street and North of Wildwood Drive (Grand Island Economic Development Corporation).

#2012-43 – Approving Supplemental Agreements to Utilities Relocation Agreement with Burlington Northern Santa Fe Railroad – Double Track Project – Electric MP 94.70 & Sewer MP 94.56.

#2012-44 – Approving Bid Award for Precipitator & Duct Cleaning at Platte Generating Station with Meylan Enterprises, Inc. of Omaha, Nebraska in an Amount of \$65,950.00.

#2012-45 – Approving Bid Award for Uranium Removal Water Treatment Plant Equipment Installation and Pump Modifications with Judds Brothers Construction of Lincoln, Nebraska in an Amount of \$309,250.00.

#2012-46 – Approving Lease Agreement with the Hall County Historical Society Regarding the Stolley Campus.

#2012-47 – Approving Amendment and Activity Approval to the 2010 Storm Water Management Plan Program Grant.

#2012-48 – Approving Agreement with NDOR for US Highway 34 Improvements from US Highway 281 to South Locust Street.

#2012-49 – Approving Amendment #2 to the Consent to Access for EPA Environmental Response Action Agreement.

#2012-50 – Approving Agreement with NDOR for 2012 Fracture Critical Bridge Inspections.

#2012-51 – Approving Bid Award for One (1) 2012 Solid Waste Transfer Trailer (Solid Waste Division) from STECO Trailer of Morris, Minnesota in an Amount of \$51,2120.00.

#### REQUESTS AND REFERRALS:

Consideration of Request from Salvador and Sandra Juarez and the Grand Island Public Schools for a Conditional Use Permit for a Parking Lot Located at 2108 North Custer and Lot 9, 11, 13 & 15, Block 16, University Place. This item related to the aforementioned Public Hearing.

Motion by Gilbert, second by Ramsey to approve the request with the following conditions:

1. that landscaping is provided in compliance with section 36-102 of the zoning regulations
2. that vehicle access be restricted and accomplished from the existing drive location at 2108 N. Custer
3. a curb barrier is installed adjacent to the alley to restrict access from the parking lot
4. that the lot be designated non-student parking
5. that there be a 25' setback, finding that the request does promote the health, safety, and general welfare of the community, protects property against blight and depreciation, and is generally harmonious with the surrounding neighborhood.

Discussion was held regarding lighting and privacy fence. Mr. Lewis stated there were no City regulations required.

Motion by Gilbert, second by Haase to amend the motion to add a privacy fence along the west and north side of the lot. Upon roll call vote, Councilmembers Haase, Carney, Niemann,

Ramsey, Gilbert, Donaldson, Dugan, Gard, and Gericke voted aye. Councilmember Nickerson voted no. Motion adopted.

Dan Petsch, 1734 Ingalls Street commented on the long term plan for this property and that the property would be fenced and locked.

Upon roll call vote on the main motion, all vote aye. Motion adopted.

RESOLUTIONS:

#2012-52 – Consideration of Request from Javier Rodriguez dba El Trancaso, 415 West 4<sup>th</sup> Street for a Class “C” Liquor License. This item related to the aforementioned Public Hearing.

Motion by Ramsey, second by Niemann to approve Resolution #2012-52 contingent upon final inspections and completion of a state approved alcohol server/seller training program. Upon roll call vote, all voted aye. Motion adopted.

PAYMENT OF CLAIMS:

Motion by Dugan, second by Donaldson to approve the Claims for the period of February 15, 2012 through February 28, 2012, for a total amount of \$2,447,517.64. Unanimously approved.

ADJOURN TO EXECUTIVE SESSION: Motion by Gilbert, second by Dugan to adjourn to Executive Session at 8:46 p.m. for the purpose of the following:

1. Strategy session with respect to litigation which is imminent as evidenced by communication of a claim or threat of litigation to or by the public body
2. Strategy session with respect to collective bargaining (IBEW Local 1507 – Wastewater, Service/Clerical, Finance, Utilities)
3. Strategy session with respect to collective bargaining (IAFF Local 647)
4. Strategy session with respect to pending litigation

Upon roll call vote, all voted aye. Motion adopted.

RETURN TO REGULAR SESSION: Motion by Haase, second by Ramsey to return to Regular Session at 11:00 p.m. Upon roll call vote, all voted aye. Motion adopted.

ADJOURNMENT: The meeting was adjourned at 11:00 p.m.

RaNae Edwards  
City Clerk



# **City of Grand Island**

**Tuesday, December 18, 2012**

**Council Session**

## **Item G2**

### **Approving Minutes of December 4, 2012 City Council Regular Meeting**

**Staff Contact: RaNae Edwards**

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING  
December 4, 2012

Pursuant to due call and notice thereof, a Regular Meeting of the City Council of the City of Grand Island, Nebraska was conducted in the Council Chambers of City Hall, 100 East First Street, on December 4, 2012. Notice of the meeting was given in *The Grand Island Independent* on November 28, 2012.

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

INVOCATION was given by Pastor Harvey Johnson, Messiah Lutheran Church, 708 North Locust Street followed by the PLEDGE OF ALLEGIANCE.

Mayor Vavricek introduced Community Youth Council member Alex Trejo and board member Craig Garrett.

CITY COUNCIL REORGANIZATION:

APPROVING MINUTES OF NOVEMBER 27, 2012 CITY COUNCIL MEETING. Motion by Gericke, second by Niemann to approve the minutes of the November 27, 2012 City Council meeting. Upon roll call vote, all voted aye. Motion adopted.

ACCEPTANCE OF ELECTION CERTIFICATE: Motion by Haase, second by Donaldson to accept the Election Certificate for the November 6, 2012 General Election. Upon roll call vote, all voted aye. Motion adopted.

COMMENTS BY OUTGOING OFFICIALS: Councilmember Larry Carney commented on the duties of a Councilmember. Councilmember Kirk Ramsey commented about his service on the City Council and thanked his family, Barr Middle School, citizens of Grand Island and fellow Councilmembers.

Mayor Vavricek presented plaques to outgoing Councilmembers Larry Carney and Kirk Ramsey and thanked them for their service to the City of Grand Island.

RECESS: at 7:15 p.m.

Council reconvened at 7:21 p.m.

ADMINISTRATION OF OATH OF OFFICE TO NEWLY ELECTED COUNCILMEMBERS: City Clerk RaNae Edwards administered the Oath of Office to newly elected Councilmembers Mike Paulick and Julie Hehnke and returning Councilmembers Bob Niemann, Scott Dugan and Chuck Haase.



SEATING OF NEWLY ELECTED COUNCILMEMBERS FOLLOWED BY ROLL CALL:

The following members were present: Mayor Vavricek, Councilmembers Vaughn Minton, Mike Paulick, Scott Dugan, John Gericke, Peg Gilbert, Mitch Nickerson, Julie Hehnke, Chuck Haase, Linna Dee Donaldson, and Bob Niemann.

COMMENTS BY NEWLY ELECTED OFFICIALS:

Councilmembers Bob Niemann, Scott Dugan, Julie Hehnke, Mike Paulick, and Chuck Haase each thanked the citizens of Grand Island for the opportunity to represent them. They also thanked their families, friends and looked forward to working with the other councilmembers.

ELECTION OF CITY COUNCIL PRESIDENT: Mayor Vavricek reported that the City Council was required to elect one Councilmember to the office of Council President for a term of one year and that the Council President automatically assumed the duties of the Mayor in the event that the Mayor was absent or otherwise unable to fulfill his duties. Councilmember Gilbert nominated Bob Niemann; Councilmember Nickerson nominated Scott Dugan; and Councilmember Paulick nominated John Gericke.

Motion by Nickerson, second by Minton that nominations cease. Upon roll call vote, all voted aye. Motion adopted.

City Clerk RaNae Edwards called for the first ballot. It was reported that Councilmember Niemann had received 4 votes, Councilmember Dugan had received 4 votes, and Councilmember Gericke had received 2 votes.

City Clerk RaNae Edwards called for the second ballot. It was reported that Councilmember Niemann had received 6 votes and Councilmember Dugan had received 4 votes.

Mayor Vavricek declared Councilmember Bob Niemann the new Council President for 2013.

Motion by Gilbert, second by Dugan to make the vote a unanimous one for Councilmember Bob Niemann as City Council President for 2013. Upon roll call vote, all voted aye. Motion adopted.

PUBLIC HEARINGS:

Public Hearing Regarding State Revolving funds for the Extension of City Sanitary Sewer along US Highway 281 to Interstate 80. Interim Public Works Director Terry Brown reported that the NE Department of Environmental Quality (NDEQ) and several businesses along US Highway 281 in the vicinity of Interstate 80 had contacted the City about extending City sanitary sewer to serve their property. The total cost of the project was estimated at \$2.5 million, with funding provided from the NDEQ State Revolving Funds (SRF) at 2.5% interest for 20 years. There was also approximately \$350,000 in environmental penalty money from JBS Swift that would be applied to the project. Marlan Ferguson, 2808 Apache Road spoke in support. No further public testimony was heard.

ORDINANCE:

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

#9413 – Consideration of Amending Salary Ordinance Relative to Crime Analyst

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

Human Resources Director Brenda Sutherland reported that Ordinance #9413 would add a new position – Crime Analyst to the Police Department as recommended by the ICMA Safety study. This position would be part of the non-union employee group.

Motion by Dugan, second by Donaldson to approve Ordinance #9413.

City Clerk: Ordinance #9413 on first reading. All those in favor of the passage of this ordinance on first reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

City Clerk: Ordinance #9413 on final passage. All those in favor of the passage of this ordinance on final passage, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

Mayor Vavricek: By reason of the roll call votes on first reading and then upon final passage, Ordinance #9413 is declared to be lawfully adopted upon publication as required by law.

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

#2012-347 – Approving Contract for Digital Antenna Project with Alive Telecommunications of Mokena, IL in an Amount of \$62,000.00 or less.

#2012-348 – Approving Bid Award for Feedwater Heater #5 Replacement with Thermal Engineering International of Santa Fe Springs, CA in an Amount of \$376,500.00.

#2012-349 – Approving Capacity Agreement with the Municipal Energy Association of Nebraska (MEAN).

#2012-350 – Approving License Agreement with Hall County Housing Authority for Radio Repeater.

#2012-351 – Approving Certificates of Final Completion with K2 Construction of Lincoln, NE and Setting Board of Equalization Hearing Date of January 22, 2013 for Water Main Districts 457, 459, 460 and 461 (Parkview Area).

#2012-352 – Approving Subordination Agreement with Hector R. & Beatrice R. Vasquez, 515 East 1<sup>st</sup> Street.

#2012-353 – Approving Agreement for Negotiation Services for the US-30 Drainage Improvement Project with Midwest Right of Way Services, Inc.

RESOLUTIONS:

#2012-354 – Approving Power Transaction Authorization Policy with the Southwest Power Pool (SPP). Utilities Director Tim Luchsinger reported that prior to 2009, Nebraska utilities conducted power purchases and sales with each other via bilateral transactions. In 2009, all the large Nebraska utilities joined Southwest Power Pool (SPP) which is a Regional Transmission Operator that provides a real-time energy market where participants can buy and sell power directly. In 2014, SPP planned to deploy a new market called the Integrated Market. SPP required a copy of those authorized to conduct a transaction and financial limit of that authorization.

Motion by Gilbert, second by Haase to approve Resolution #2012-354. Upon roll call vote, all voted aye. Motion adopted.

ADJOURNMENT: The meeting was adjourned at 7:50 p.m.

RaNae Edwards  
City Clerk



# **City of Grand Island**

**Tuesday, December 18, 2012**

**Council Session**

## **Item G3**

### **Approving Minutes of December 11, 2012 City Council Study Session**

**Staff Contact: RaNae Edwards**

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL STUDY SESSION

December 11, 2012

Pursuant to due call and notice thereof, a Study Session of the City Council of the City of Grand Island, Nebraska was conducted in the Council Chambers of City Hall, 100 East First Street, on December 11, 2012. Notice of the meeting was given in the *Grand Island Independent* on December 5, 2012.

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

INVOCATION was given by Community Youth Council member Miranda Wieczorek followed by the PLEDGE OF ALLEGIANCE.

SPECIAL ITEMS:

Update on Metropolitan Planning Organization (MPO). Regional Planning Director Chad Nabity introduced Joe Warner, Division Administrator and Randy Peters, Director from the Nebraska Department of Roads who congratulated the City on becoming an MPO and commented on the opportunities of reaching an MPO designation.

Mr. Nabity introduced Brad Zumwalt, Highway Planning Manager with the Nebraska Department of Roads who gave a PowerPoint presentation to provide guidance regarding what needed to be completed and a timeframe.

Explained was that an MPO was “The forum for cooperative transportation decision making for the metropolitan planning area”. Five core functions of an MPO were: 1) establish a setting; 2) evaluate alternatives; 3) maintain a Long Range Transportation Plan (LRTP); 4) develop a Transportation Improvement Program (TIP); and 5) involve the public.

He stated that an MPO was required to have a decision-making “policy board”, but beyond that, there was no required structure for an MPO. Most MPOs were made up of a Policy Board, Technical Advisory Committee and MPO staff.

Mentioned was that small MPOs had an average policy board of 9 members. 81% had County Commissioners represented and 65% included State DOTs, FHWA/FTA which were usually non-voting members. Small MPOs had an average of 2.9 employees (1 employee per 48,000 people).

Explained were the following Federal and State Planning Programs/Documents:

Unified Planning Work Program (UPWP) – developed annually by MPO in cooperation with the state and transit operators. The UPWP documents planning activities, discusses planning priorities facing the area, and describes all metropolitan transportation planning activities.

Long Range Transportation Plan (LRTP) – 20+ years planning horizon – predicts travel growth based on future land use and plans for future transportation programs and projects based upon the forecasts and is completed/updated every 5 years. Fiscally constrained, can only include projects where there is a reasonable chance of funding and other needed projects can be listed in the plan as unfunded (“illustrative”).

Transportation Improvement Program (TIP) – The TIP should include only projects which are consistent with the long-range transportation plan. The TIP must include all regionally significant transportation projects which involve FHWA or FTA funding or approval. The TIP must be developed with public involvement, and the TIP must be approved by the MPO and the Governor.

Public Participation Plan – Outlines MPO goals, activities and process pertaining to the public outreach activities. These include public comment periods, outreach efforts and advertising methods and time periods for new documents or amendments.

MPO Planning Funding – FHWA Statewide Planning and Research (SPR) (Start-up) funding this year (\$50,000 Federal). Estimated FY 2014 federal funding available for Grand Island MPO was: \$84,000 for standard planning activities from FHWA PL; and an additional \$19,200 in FTA Section 5303 planning funds. These funds require a 20% match.

Planning funds are spent on eligible planning activities as defined by 23CFR 420 and 450. Typical tasks were: traffic volume counts, street system changes, transit system data, mapping, travel time studies, parking inventory, bicycle & pedestrian facilities inventory, travel model updates, and staff time to prepare the required documents mentioned earlier.

Presented were the following first year tasks:

- Designate a recipient for FTA Section 5307 Funds (approval of eligible public agency by the Governor) by October 2012
- Agreement for SPR startup funds (*Council and NDOR*)
- Set up MPO Organizational Structure (establish MPO Housing/lead agency/support staff and form policy board) (*Approved by Council*)
- Determine Metropolitan Planning Area (*Approved by Council*)
- Draft articles of agreement between GI and State of NE (*Approved by Council*)
- Secure resolutions of adoption from local government (*Approved by Council*)
- Submit articles of agreement, map, and letter requesting designation to Governor’s office after February Council Meeting and submit to Governor no later than March 4
- Begin UPWP Development in February 2013 (*Staff with NDOR and FHWA*)
- New MPO designated by the Governor by no later than March 26, 2013
- Policy board establishes TAC. After Creation by Governor
- Draft bylaws (*Done by MPO Policy Board*)

- Submit UPWP to State (*Done by MPO Policy Board*)
- Write Job Descriptions, Advertise and Hire MPO Staff (*City of GI with MPO Policy Board and impacted Department Director*)
- Develop a plan, Method and Methodology to Transition from Rural Transportation Services to Urban Transportation Services (*TBD*)

Joni Roeseler, Planning/Program Development Team Leader with the Federal Transit Administration commented on working with Grand Island with regards to the Public Transportation for the MPO.

Discussion was held regarding the 20% match. Staff time would count towards that match. Federal funds for the first 6 months of FY 2013/2014 were in the amount of \$328,000 for Grand Island. Representation from Merrick County was mentioned. Mr. Nabity stated one of the most important parts of the MPO was public participation.

Mr. Zumwalt mentioned planning funds were for administration activities to start the MPO. Federal dollars would have a 20% match for projects, many of which were in the current One & Six Year Plan. Ms. Roeseler explained that transit would involve public transportation such as buses, trains, etc.

Comments were made regarding a nine member policy board. Mr. Nabity stated he didn't anticipate the need to hire staff until the FY 2013/2014 budget. Mentioned was participation of the Railroads with emphasis on freight. Recommendations would be brought before Council for approval to move the MPO forward. Mr. Nabity stated the next step would be a Study Session on January 15, 2013 to study the map and the policy board.

Council recessed at 8:20 p.m. and reconvened at 8:30 p.m.

Pre-84 Public Safety Pension Plan Discussion: Finance Director Jaye Monter reported that the Nebraska State Legislature changed the public safety defined benefit retirement plan to a defined contribution retirement plan effective January 1, 1984. State statutes outline for the City how to fund public safety pension benefits for employees who retire today that were employed with the City of Grand Island prior to January 1, 1984. Currently there were eight full-time employees (7 police, 1 fire) that were employed prior to January 1, 1984. A PowerPoint presentation was given.

The Goals of the Study Session were: Council understanding of prior retiree payments; discussion of Straight Life and Joint Life Annuity calculations to determine lump sum payment option; budget timeline/funding options; and to determine financial needs of the Police and Fire Reserve Funds.

The following terms were defined: Annuity – contract issued by a life insurance company in order to provide periodic retirement benefits; Straight/Single Life Annuity – annuity paid to an individual over their lifetime; and Joint/J&S (Joint & Survivor) Life Annuity – annuity would transfer annuity income to a spouse in the event of the death of the annuity buyer.

Reviewed was the history of the Lump Sum payments to retiring Police Officers and Firefighters which changed from a straight life annuity to joint life annuity in 2005.

Pension Plans:

- Defined Benefit Plans – type of pension plan in which employer promises a specified monthly benefit on retirement based on the employee's earnings history, tenure of service and age.
- Defined Contribution – type of pension plan in which an employee's benefits during retirement depend on the contributions made to and the investment performance of the assets in his or her account.

Explained were the three trust funds the city maintains:

- 800 Fund – Police and Fire Pension Fund – accounts for direct pension payments to personnel who retired prior to 1984 under a defined benefit plan
- 805 Fund – Police Reserve Fund – accounts for administration of the pre-84 police officers pension benefits under a defined benefit plan
- 810 Fund – Fire Reserve Fund – accounts for administration of the pre-84 firefighters pension benefits under a defined benefit plan

Gregg Rueschhoff with Milliman, Inc. presented the Summary of Actuarial Projections of Liability to the City for the remaining 7 Police Officers and 1 Firefighter. Discussion was held regarding the volatility of the market. Mr. Rueschhoff stated the actuarial completed by his firm in January 2011 was figured on the Straight Life Annuity.

Reviewed were the Trust Fund Cash Balances as of September 30, 2012.

Councilmember Haase explained his reasons for bringing this issue forward due to a large payment to a Police Officer retiree at the November 13, 2012 meeting: to provide a fair pension to the employee and fairness to the tax payer; straight life vs. joint life annuity; Pension Committee actions; paying retiree claims before Council approval; and the request to pull the claim from the November 13, 2012 meeting. Discussion was held regarding remedying the claim.

Mentioned were the following future Council action decisions:

- Straight Life vs. Joint Life Annuities
- Review of Most Recent Police Claim
- Use of Public Safety Trust Funds

Human Resources Director Brenda Sutherland commented on an Administrative decision regarding the change in Single Life Annuity to Joint Life Annuity for Police Officers in 2004. The action was not brought forward to Council for approval.

Terry Galloway with Almquist Maltzahn Galloway & Luth CPAs answered questions regarding the audits over the years relative to the retirement funds.



Ms. Monter gave a background of the Pension Committee and mentioned Public Safety Trust Funds. Comments were made by several Councilmembers regarding going forward with a Straight Life Annuity. City Attorney Robert Sivick commented on State Statutes.

Greg Anderson, Trust Officer with Wells Fargo commented on the employees' retirement accounts.

A lengthy discussion was held regarding straight life annuity versus joint life annuity.

ADJOURNMENT: The meeting was adjourned at 10:25 p.m.

RaNae Edwards  
City Clerk



# City of Grand Island

Tuesday, December 18, 2012

Council Session

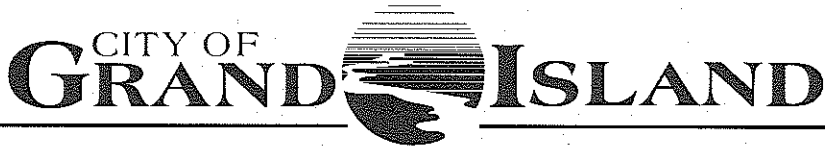
## Item G4

### Approving Re-Appointments to the Electrical Board

*The following individuals have expressed their willingness to serve on the City of Grand Island Electrical Board for the year 2013. Denise Kozel, Master Electrician; Mike Rivera, Journeyman Electrician; Brady Blauhorn, Utility Department Representative; Terry Klanecky, General Public Representative; and Craig Lewis, Building Department as Ex-Officio member. The above recommendations are made in compliance with the Grand Island City Code. These appointments would become effective January 1, 2013 upon approval by the City Council and would expire on December 31, 2013.*

*Approval is recommended.*

Staff Contact: Craig Lewis



Working Together for a  
Better Tomorrow. Today.

DATE: December 11, 2012  
 TO: Jay Vavricek and City Council  
 FROM: Craig A. Lewis, Building Department Director *CA*  
 RE: Appointments to the Electrical Board

The following individuals have been contacted and have indicated their willingness to serve on the Electrical Board of the City of Grand Island for the year 2013.

<u>Representing</u>	<u>Name/Address</u>	<u>Employed</u>
Master Electrician	Denise Kozel PO Box 2271 Grand Island, NE 68802	Tri-City Electric
Journeyman Electrician	Mike Rivera 4635 Abbott Rd Grand Island, NE 68803	M. R. Electric
Utility Department	Brady Blauhorn 4004 Kay Ave Grand Island, NE 68803	City of G. I.
General Public	Terry Klanecky 2116 Topeka Circle Grand Island, NE 68803	Crescent Electric
Building Inspection (Ex-Officio)	Kurt Griess 100 E 1 <sup>st</sup> St Grand Island NE 68801	City of Grand Island Building Department
Building Inspection (Ex-Officio)	Craig Lewis 100 E 1 <sup>st</sup> St Grand Island, NE 68801	City of Grand Island Building Department

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



# City of Grand Island

Tuesday, December 18, 2012

Council Session

## Item G5

### Approving Re-Appointments to the Mechanical Examining Board

*The following individuals have expressed their willingness to serve on the City of Grand Island Mechanical Examining Board for the year 2013. Mike McElroy, Master Gas Fitter; Loren Peterson, Gas Company Representative; Scott Hilligas, Master Gas Fitter; Mike Myers, Master Gas Fitter; Todd Bredthauer, Journeyman Gas Fitter; Tom O'Neill, Community Member; Russ Shaw, Plumbing Inspector for the Building Department and Craig Lewis, Building Department Director - Ex Officio. The above recommendation is made in compliance with the Grand Island City Code and approval is requested. These appointments would become effective January 1, 2013 upon approval by the City Council and would expire on December 31, 2013.*

*Approval is recommended.*

Staff Contact: Craig Lewis



*Working Together for a  
Better Tomorrow. Today.*

DATE: December 11, 2012

TO: Mayor Vavricek and City Council

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

RE: Appointment to the Mechanical Examining Board

The following men have been contacted and have indicated their willingness to serve on the Mechanical Examining Board of the City of Grand Island for the year 2013.

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

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# City of Grand Island

Tuesday, December 18, 2012

Council Session

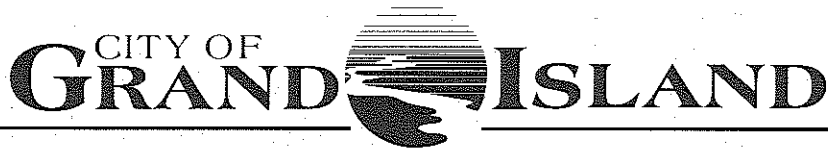
## Item G6

### Approving Re-Appointments to the Plumbers Examining Board

*The following individuals have expressed their willingness to serve on the City of Grand Island Plumbing Board for a two year term 2013/2014. Rick Eberl and Eric Rose, Master Plumbers; Jeremy Collinson, Health Department; and Craig Lewis and David Scoggins, Building Department Ex-Officio's. The above recommendation is made in compliance with the Grand Island City Code and approval is requested. These appointments would become effective January 1, 2013 upon approval by the City Council and would expire on December 31, 2014.*

*Approval is recommended.*

Staff Contact: Craig Lewis



Working Together for a  
Better Tomorrow. Today.

DATE: December 11, 2012  
 TO: Mayor Vavricek and City Council  
 FROM: Craig A. Lewis, Building Department Director *CA*  
 RE: Appointments to the Plumbing Board

The following people have been contacted and have indicated their willingness to serve on the Plumbing Board of the City of Grand Island for a two-year term expiring December 31, 2014.

<u>Term</u>	<u>Representing</u>	<u>Name/Address</u>	<u>Employed</u>
2 yr. 13-14	Master Plumber	Rick Eberl 215 Fort Kearney Rd Grand Island, NE 68801	Mr. Rooter
2 yr. 13-14	Master Plumber	Eric Rose 3821 Arch Ave. Grand Island, NE 68803	Husker Plumbing
2 yr. 13-14	Health Department	Jeremy Collinson 1137 S Locust St Grand Island, NE 68801	Central District Health Department
	Building Inspection (Ex-Officio)	David Scoggins 100 E 1 <sup>st</sup> St Grand Island, NE 68801	City of G. I. Building Department
	Building Inspection (Ex-Officio)	Craig Lewis 100 E 1 <sup>st</sup> St Grand Island, NE 68801	City of G. I. Building Department

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



# City of Grand Island

Tuesday, December 18, 2012

Council Session

## Item G7

### **#2012-355 - Purchase of Mobile Field Reporting Forms and Field Interview Software**

Staff Contact: Steve Lamken - Police Chief



# **Council Agenda Memo**

**From:** Steven Lamken, Police Chief

**Meeting:** December 18, 2012

**Subject:** Purchase of Spillman Mobile Law Incident Software Package

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

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

## **Background**

The Police Department planned for the purchase of Mobile Law Incident Forms and Field Interviews software from Spillman Technologies Inc. in the 2012/2013 fiscal year. This purchase was presented to the City Council as part of the implementation of the ICMA public safety study proposal for the Police Department. The purchase price for 28 licenses for the patrol vehicle fleet is \$46,443.00 which is within the amount budgeted for the Patrol Division.

## **Discussion**

The Police Department proposed the purchase of Mobile Law Incident Forms and Field Interviews software from Spillman Technologies Inc. of Salt Lake City, Utah in the 2012/2013 fiscal year. The Mobile Law Incident software license will allow the Police Department to develop incident field reporting for Patrol Officers. This enables officers to take a report in the field using a tablet or laptop computer which is then immediately transferred into the records management system. This eliminates the need for Officers to complete paper incident reports and for Police Records Clerks to enter the reports. The purchase and implementation of this program was presented to the City Council as part of the Department's strategy to implement the recommendations of the ICMA public safety study and funding was provided for the program.

The cost for the software package, if purchased from Spillman before January of 2013, is \$46,443.00. This is under the Department's estimated cost of \$51,200.00. The \$46,443.00 provides for the licensing of the 28 vehicles in the patrol fleet, project management and installation, training and maintenance for the first year. Installation and implementation of the software will not occur until the spring of 2013. We are recommending the

purchase be made now as the cost of the software will increase a minimum of \$4,000 in January.

Spillman Technologies is a sole source vendor for the Mobile Law Incident Forms and Field Interview software module and the Police Department has requested they be designated as such. This is the only field reporting software that will work with the Spillman records management software that the Police Department uses.

The Police Department will be adding additional licenses for Community Service Officer vehicle fleet during the year. The Department has funds budgeted for implementing Mobile Law Incident Forms for Community Service Officers.

### **Alternatives**

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

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

### **Recommendation**

City Administration recommends that the Council approve the purchase of Mobile Law Incident and Field Interviews software from Spillman Technologies Inc. for a cost of \$46,443.00.

### **Sample Motion**

Move to approve the purchase of Mobile Law Incident and Field Interviews software from Spillman Technologies Inc. of Salt Lake City, Utah for the price of \$46,443.00.



Working Together for a  
Better Tomorrow. Today.

MEMORANDUM

To: Robert Sivick, City Attorney  
From: Steven Lamken, Police Chief  
Re: Sole Source Vendor Request  
Date: 12/4/12

A handwritten signature in dark ink, appearing to read "SL", is written over the name "Steven Lamken" in the "From:" line.

Mr. Sivick,

The Police Department is requesting permission to use Spillman Technologies Inc. of Salt Lake City, Utah as a sole source vendor for the purchase of Mobile Law Incident and Field Interviews software for use in our Patrol Division. The cost of the Mobile Law Incident and Field Interviews software to equip our 28 Patrol Division fleet cars is \$46,443.00

The Mobile Law Incident and Field Interviews software module will allow Police Officers to take and enter incident reports and field interviews in the field from a tablet or laptop computer. This will eliminate the current use of the officer completing paper reports which then must be entered into our records management software by Police Records Clerks. Incident reports will be completed and entered into the system immediately with the use of the new software.

The Police Department uses Spillman records management system and computer aided dispatch software which is proprietary. The Police Department must have software that will allow field reports to be directly entered into the Spillman system to be effective and efficient. The Mobile Law Incident and Field Interviews software module is compatible with both the records management and computer aided dispatch software and allows for the direct entry of data from the reports into the other databases. There are no other software programs that are compatible with the Spillman system that will perform this function.

We are requesting that Spillman Technologies Inc. be designated as a sole source vendor for the purchase of Mobile Law Incident and Field Interviews software. Thank you for your consideration.

Law Enforcement Center • 111 Public Safety Drive • Grand Island, Nebraska 68801  
(308) 385-5400 • FAX: 385-5398 • Emergency: 911

# System enhancement

Quote and Purchase Addendum



Quote Expiration Date December 31, 2012  
Quote Number 2012-3333a

## services included

- ▶ First-Year Maintenance – For the specific module(s) listed in this document, all upgrades and live phone support services are included for the entire first year. Second-year maintenance is estimated below.
- ▶ Project Management and Installation – A Project Manager will be assigned to be your single point of contact to coordinate our expert installation and training staff to ensure a smooth upgrade transition.
- ▶ Training – Whether it's on-site, web based, or via our training database, if training is required for this purchase, all of the necessary training costs are included in this quote.

## modules included

package quote

\$46,443

- ▶ Mobile Law Incident Forms & Field Interviews - 28 licenses

Upon signature by Customer below, Customer agrees to purchase the licenses, products and/or services upon the terms as quoted in this document by Spillman, and this document shall constitute an addendum to the Purchase Agreement previously entered into between the Customer and Spillman. The terms and conditions of such Purchase Agreement, as well as the related License Agreement and Support Agreement, shall apply to the items quoted in this document.

Grand Island Police Department

Customer's Name

By:

Authorized representative of Customer

Print Name and Title

Date

Estimated 2nd-year maintenance \$1,153

Standard payment terms include full-project invoicing upon document processing. Any non-standard payment terms must be included in writing above. Confidential and proprietary information of Spillman Technologies, Inc. © 2010

4625 West Lake Park Blvd., Salt Lake City, UT 84120 phone 801.902.1200 fax 801.902.1210

RESOLUTION 2012-355

WHEREAS, the Police Department has planned and budgeted for the purchase of field reporting software, and

WHEREAS, the Police Department uses Spillman Technologies Inc. records management software and computer aided dispatch software which are proprietary, and

WHEREAS, Spillman Technologies is a sole source vendor and Mobile Law Incident Forms and Field Interviews is the only field reporting software that will work with the Police Departments current records management and computer aided dispatch systems, and

WHEREAS, the Police Department received a quote of \$46,443.00 for Mobile Law Incident Forms and Field Interview software for twenty eight vehicles in the patrol fleet which is within the amount budgeted for field reporting software,

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

To purchase the Mobile Law Incident Forms and Field Interview software for twenty eight vehicles from Spillman Technologies Inc. of Salt Lake City, Utah for a price of \$46,443.00.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, December 18, 2013.

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

Attest:

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

Approved as to Form	☐ _____
December 15, 2012	☐ City Attorney



# City of Grand Island

Tuesday, December 18, 2012

Council Session

## Item G8

### **#2012-356 - Approving Acquisition of Utility Easement - 3800 Block of East Hwy. 34 - Bosselman**

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

Staff Contact: Tim Luchsinger, Utilities Director

## RESOLUTION 2012-356

WHEREAS, a public utility easement is required by the City of Grand Island, from Charles D. Bosselman, Jr., and Laura L. Bosselman, to survey, construct, inspect, maintain, repair, replace, relocate, extend, remove, and operate thereon, public utilities and appurtenances, including lines and transformers; and;

WHEREAS, a public hearing was held on November 13, 2012, for the purpose of discussing the proposed acquisition of an easement twenty feet in width, the centerline of which is located in the City of Grand Island, Hall County, Nebraska; and more particularly described as follows:

Commencing at East Quarter (E1/4) corner of Section Thirty Six (36), Township Eleven (11) North, Range Nine (9) west; thence southerly along the easterly line of said Section Thirty Six (36) on an assumed bearing of S00°00'00"E, a distance of three hundred ninety seven and ninety five hundredths (397.95) feet; thence S62°42'20"W, a distance of seventy and seventy seven hundredths (70.77) feet to a point on the southeasterly line of a tract of land described in Instrument 200901159 recorded in the Register of Deeds Office, Hall County, Nebraska; thence S41°46'29"W along the said southeasterly line, a distance of three hundred fifty two and seventy one hundredths (352.71) feet; thence S39°30'23"W along the said southeasterly line, a distance of four hundred fifty nine and ninety seven hundredths (459.97) feet to a point on the easterly right-of-way line of U.S. Highway 2 & 34; thence S39°46'26"W, a distance of one hundred eighty seven and forty three hundredths (187.43) feet to a point on the westerly right-of-way line of said U.S. Highway 2 & 34, being the ACTUAL Point of Beginning; thence S38°14'43"W, a distance of one hundred thirty five and twenty six hundredths (135.26) feet; thence S6°02'51"E, a distance of two hundred ninety eight and twenty three hundredths (298.23) feet; thence S52°40'09"W, a distance of seventy three and ninety hundredths (73.90) feet to the point of termination. The side lines of the above described tract shall be prolonged or shortened as required to terminate on the westerly right-of-way line of said U.S. Highway 2 & 34.

The above-described easement and right-of-way containing 0.23 acres, more or less, as shown on the plat dated 10/11/2012, 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 Charles D. Bosselman, Jr., and Laura L. Bosselman, on the above-described tract of land.

- - -

Approved as to Form	by _____
December 15, 2012	City Attorney

Adopted by the City Council of the City of Grand Island, Nebraska, December 18, 2012.

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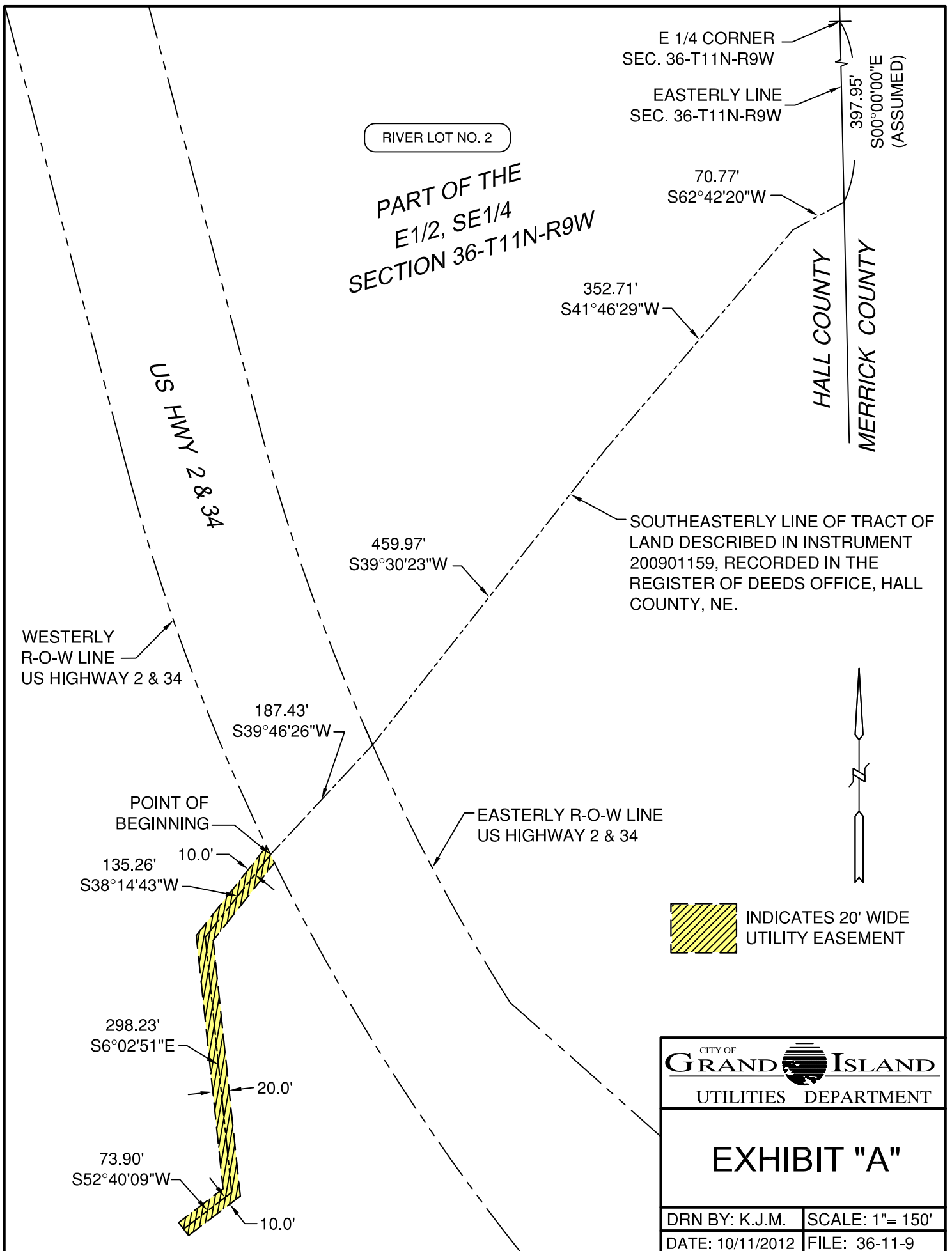
Jay Vavricek, Mayor

Attest:

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RaNae Edwards, City Clerk







# City of Grand Island

Tuesday, December 18, 2012

Council Session

## Item G9

**#2012-357 - Approving Bid Award - Tree Trimming Contract  
2013-TT-1**

Staff Contact: Tim Luchsinger, Utilities Director

# **Council Agenda Memo**

**From:** Timothy Luchsinger, Utilities Director

**Meeting:** December 18, 2012

**Subject:** Tree Trimming Contract 2013-TT-1

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

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

## **Background**

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

Specifications for Contract 2013-TT-1 were prepared for tree trimming services in ten areas throughout the Utilities Department's electrical transmission and distribution service area. Attached is a drawing showing the areas to be trimmed by outside contractors this year.

## **Discussion**

The Contract's bidding documents were publicly advertised and sent to eight potential firms. The bids were opened at 2:00 p.m. on December 4, 2012, in accordance with City Procurement Codes.

The project specifications provide that the City may select any or all sections to be awarded in this Contract, or the City may award all sections to a single Contractor, or award individual sections to multiple Contractors, whichever method provides the best and lowest overall bid. Bids were received from two firms that have previously worked on City projects.

	Asplundh Tree Expert Company of Urbandale, IA	Tom's Tree Service of Grand Island, NE
Section 1	\$20,700.00	No Bid
Section 2	\$ 7,411.00	\$3,340.00
Section 3	\$ 7,417.00	\$3,750.00
Section 4	\$22,000.00	No Bid
Section 5	\$11,820.00	\$6,500.00
Section 6	\$22,079.00	No Bid
Section 7	\$13,783.00	\$5,500.00
Section 8	\$ 7,100.00	\$3,850.00
Section 9	\$12,890.00	\$5,200.00
Section 10	\$ 3,300.00	\$2,575.00

There were no exceptions taken by either bidder and they are qualified to do the contract work. All bids were evaluated and are in compliance with the specifications.

### **Alternatives**

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

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

### **Recommendation**

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

- Asplundh Tree Expert Company – Sections 1, 4, and 6 in the amount of \$64,779.00.
- Tom's Tree Service, Sections 2, 3, 5, 7, 8, 9, and 10 in the amount of \$30,775.00.
- The award for all ten sections will be \$95,554.00. This is below the budgeted amount of \$150,000.00.

### **Sample Motion**

Move to approve Tree Trimming Contract 2013-TT-1 to Asplundh Tree Expert Company and Tom's Tree Service based on the lowest bid for each individual section, for a total amount of \$95,554.00.



*Working Together for a  
Better Tomorrow, Today*

**BID OPENING**

**BID OPENING DATE:** December 4, 2012 at 2:00 p.m.  
**FOR:** Tree Trimming Contract 2013-TT-1  
**DEPARTMENT:** Utilities  
**ESTIMATE:** \$150,000.00  
**FUND/ACCOUNT:** 520  
**PUBLICATION DATE:** November 8, 2012  
**NO. POTENTIAL BIDDERS:** 8

**SUMMARY**

<b>Bidder:</b>	<u>Asplundh</u>	<u>Tom's Tree Service</u>
	Willow Grove, PA	Grand Island, NE
<b>Bid Security:</b>	Travelers Casualty & Surety	Western Surety Company
<b>Exceptions:</b>	None	None
<b>Bid Price:</b>		
<b>Section 1:</b>	\$20,700.00	No Bid
<b>Section 2:</b>	\$ 7,411.00	\$ 3,400.00
<b>Section 3:</b>	\$ 7,417.00	\$ 3,750.00
<b>Section 4:</b>	\$22,000.00	No Bid
<b>Section 5:</b>	\$11,820.00	\$ 6,500.00
<b>Section 6:</b>	\$22,079.00	No Bid
<b>Section 7:</b>	\$13,783.00	\$ 5,500.00
<b>Section 8:</b>	\$ 7,100.00	\$ 3,850.00
<b>Section 9:</b>	\$12,890.00	\$ 5,200.00
<b>Section 10:</b>	<u>\$ 3,300.00</u>	<u>\$ 2,575.00</u>
<b>Total:</b>	<u>\$128,500.00</u>	<u>\$30,775.00</u>

cc: Tim Luchsinger, Utilities Director  
Pat Gericke, Utilities Admin. Assist.

Bob Smith, Assist. Utilities Director  
Tom Barnes, Utilities Eng. Mgr.

**P1605**

**Tree Trimming Contract 2013-TT-1**

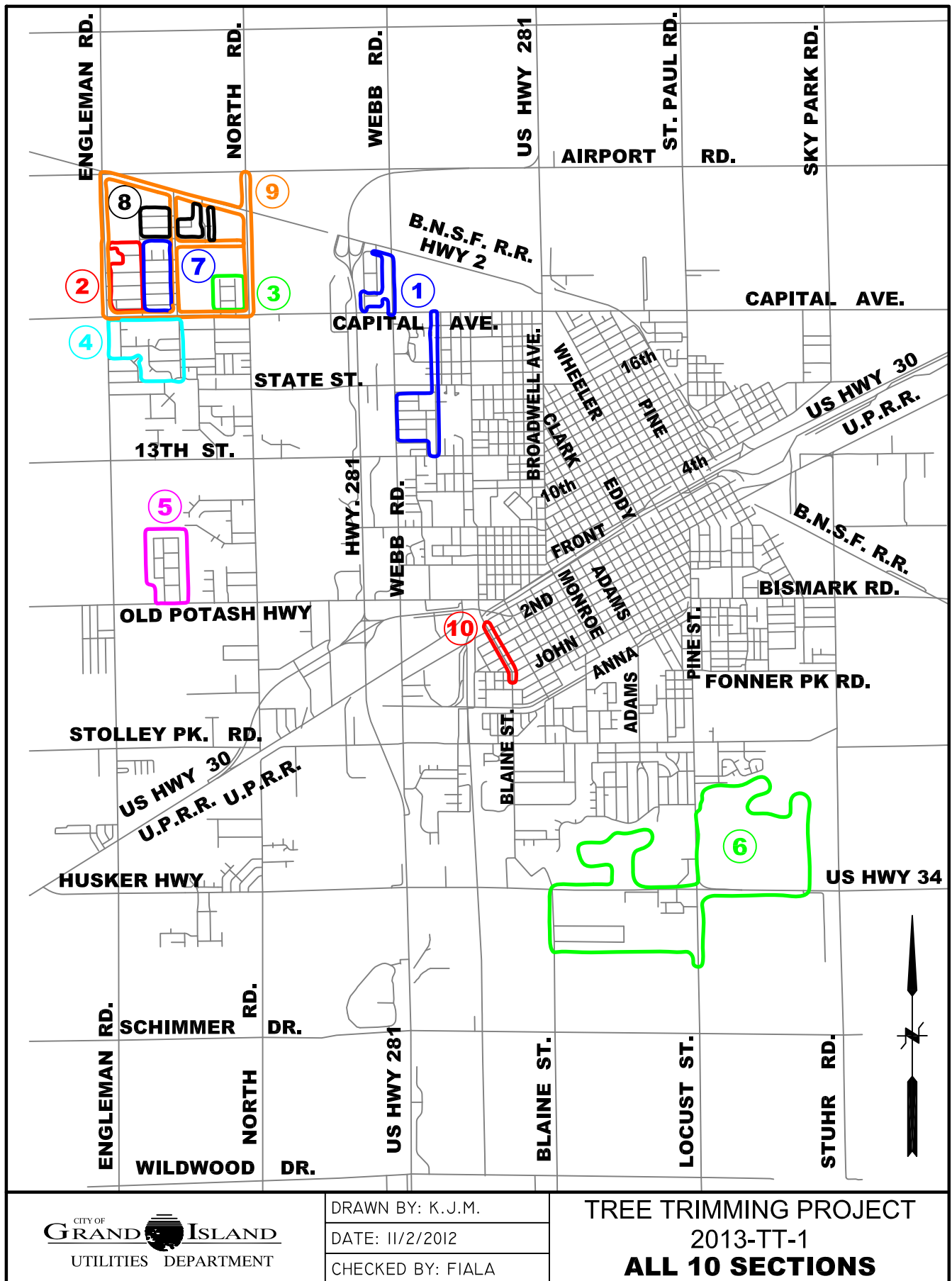
Bids Received 12/4/12

The City may select any or all sections to be awarded in this Contract.

or - The City may award to a single Contractor for all sections

or - award to multiple Contractors by individual section.

Section	Asplundh Tree Expert Co. Urbandale, IA 50322	Tom's Tree Service Grand Island, NE	Low Bid By Section
1	\$20,700.00		\$20,700.00
2	\$7,411.00	\$3,400.00	\$3,400.00
3	\$7,417.00	\$3,750.00	\$3,750.00
4	\$22,000.00		\$22,000.00
5	\$11,820.00	\$6,500.00	\$6,500.00
6	\$22,079.00		\$22,079.00
7	\$13,783.00	\$5,500.00	\$5,500.00
8	\$7,100.00	\$3,850.00	\$3,850.00
9	\$12,890.00	\$5,200.00	\$5,200.00
10	\$3,300.00	\$2,575.00	\$2,575.00
Award by Low Bid Per Section	\$64,779.00	\$30,775.00	\$95,554.00



RESOLUTION 2012-357

WHEREAS, the City of Grand Island invited sealed bids for Tree Trimming Project 2013-TT-1 for the Utilities Department, according to the plans and specifications on file with the Utilities Department; and

WHEREAS, on December 4, 2012, bids were received, opened and reviewed; and

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

WHEREAS, Asplundh Tree Expert Company of Urbandale, Iowa, submitted a bid in accordance with the terms of the advertisement of bids and the plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$64,779.00 for Sections 1, 4, and 6 of the contract; and

WHEREAS, Tom's Tree Service of Grand Island, Nebraska, submitted a bid in accordance with the terms of the advertisement of bids and the plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$30,775.00 for Sections 2, 3, 5, 7, 8, 9, and 10 of the contract; and

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

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

1. The bid of Asplundh Tree Expert Company of Urbandale, Iowa, in the amount of \$64,779.00 for Sections 1, 4, and 6 of the contract is hereby approved as the lowest responsive bid submitted for those sections.

2. The bid of Tom's Tree Service of Grand Island, Nebraska, in the amount of \$30,775.00 for Sections 2, 3, 5, 7, 8, 9, and 10 of the contract is hereby approved as the lowest responsive bid submitted for this section.

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

- - -

Approved as to Form	☐ _____
December 15, 2012	☐ City Attorney



Adopted by the City Council of the City of Grand Island, Nebraska, December 18, 2012.

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Jay Vavricek, Mayor

Attest:

---

RaNae Edwards, City Clerk



# City of Grand Island

Tuesday, December 18, 2012

Council Session

## Item G10

**#2012-358 - Approving Pipeline Crossing Agreement - Water Main  
Project 2013-W-1 - Clark Street at the UPRR Crossing**

Staff Contact: Tim Luchsinger, Utilities Director

# **Council Agenda Memo**

**From:** Timothy Luchsinger, Utilities Director

**Meeting:** December 18, 2012

**Subject:** Pipeline Crossing Agreement for Water Main Project  
2013-W-1 – Mile Post 147.26; Clark Street at the Union  
Pacific Railroad Tracks

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

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

## **Background**

The Utilities Department has undertaken a multi-year project to replace the water mains that traverse under the Union Pacific Railroad through the center of town. There are currently 12 pipeline crossings that tie the water distribution system together. The crossings at Cedar Street, Broadwell Avenue, and Vine Street have recently been replaced due to pipeline failures.

Water Main Project 2013-W-1 will replace the existing 12" diameter water line in Clark Street between South Front Street and North Front Street. The existing main was installed in 1917 without a protective steel outer casing as is standard practice today. The proposed project will directional bore a 24" diameter steel casing under the tracks; install a new 12" ductile-iron water main, and reconnect the piping to the existing main. A map of the crossing area is attached for reference.

## **Discussion**

Union Pacific has a number of requirements regarding crossing of their right-of-way by other utilities. The Utilities Department has submitted application for the construction of the crossing for the railroad's review and has received their proposed agreement for the project.

The Clark Street Crossing Agreement at Mile Post 147.26 includes a license fee of \$6,867.00.

## **Alternatives**

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

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

## **Recommendation**

City Administration recommends that the Council approve the Pipeline Crossing Agreement at Mile Post 147.26, the Clark Street crossing, with the Union Pacific Railroad.

## **Sample Motion**

Move to approve the Pipeline Crossing Agreement at Mile Post 147.26, the Clark Street crossing, with the Union Pacific Railroad.

## **PIPELINE CROSSING AGREEMENT**

Mile Post: 147.26, Kearney Subdivision/Branch  
Location: Grand Island, Hall County, Nebraska

**THIS AGREEMENT (“Agreement”)** is made and entered into as of December 05, 2012, (“Effective Date”) by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, (“Licensor”) and **CITY OF GRAND ISLAND**, to be addressed at Po Box 1968, 100 E 1st Street Grand Island, Nebraska 68802 (“Licensee”).

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

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

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

one 12 inch cased pipeline for transporting and conveying water only

across Licensor's track(s) and property (the “Pipeline”) in the location shown and in conformity with the dimensions and specifications indicated on the print dated November 26, 2012 and marked **Exhibit A**, attached hereto and hereby made a part hereof. Under no circumstances shall Licensee modify the use of the Pipeline for a purpose other than transporting and conveying water, and the Pipeline shall not be used to convey any other substance, any fiber optic cable, or for any other use, whether such use is currently technologically possible, or whether such use may come into existence during the life of this Agreement.

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

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

Upon execution of this Agreement, the Licensee shall pay to the Licensor a one-time License Fee of **Six Thousand Eight Hundred Sixty Seven Dollars (\$6,867.00)**.

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

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

**Article 4. DEFINITION OF LICENSEE.**

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

**Article 5. INSURANCE.**

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

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

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

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

**Article 6. TERM.**

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

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

**UNION PACIFIC RAILROAD COMPANY**

CITY OF GRAND ISLAND

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

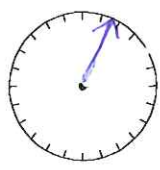
By: \_\_\_\_\_

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

Title:

11-9-12

PLACE ARROW INDICATING NORTH  
DIRECTION RELATIVE TO CROSSING

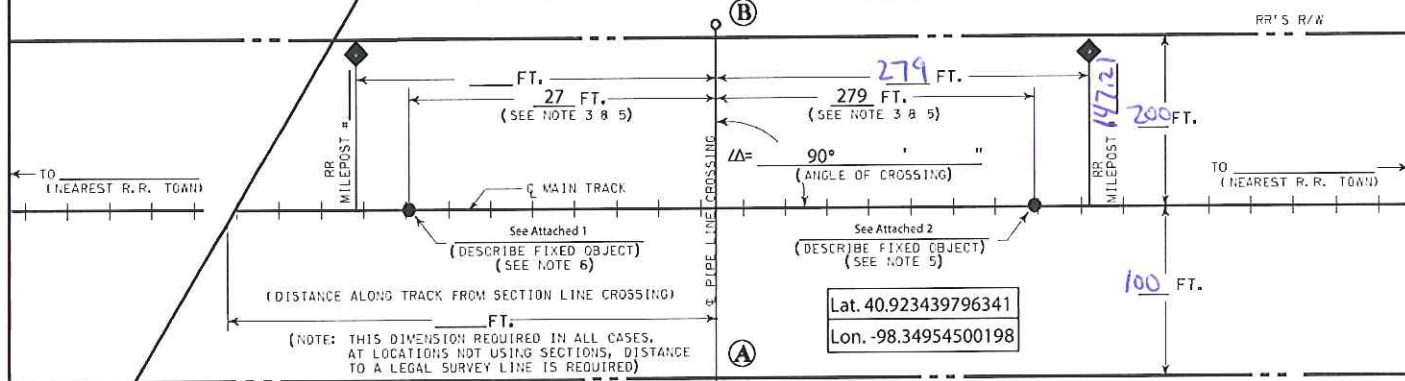


# ENCASED NON-FLAMMABLE PIPELINE CROSSING

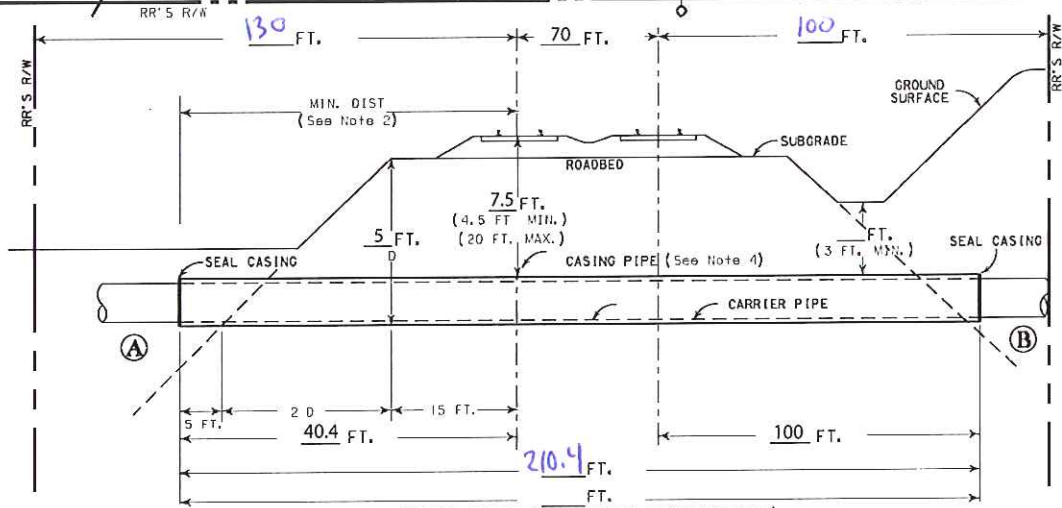
NOTE: ALL AVAILABLE DIMENSIONS MUST BE  
FILLED IN TO PROCESS THIS APPLICATION.

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

(OR LEGAL SURVEY LINE, WHERE APPLICABLE)  
N LINE OF SECTION 16, TOWNSHIP 11, RANGE 9, W MERIDIAN



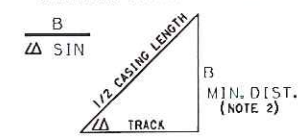
Lat. 40.923439796341  
Lon. -98.34954500198



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

OVER 48" MUST BE APPROVED BY R. R. CO.  
NOTE: THIS CHART IS ONLY FOR SMOOTH STEEL CASING PIPES WITH MINIMUM YIELD STRENGTH OF 35,000 PSI.

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



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

- A) IS PIPELINE CROSSING WITHIN DEDICATED STREET? ☒ YES; ☐ NO;  
B) IF YES, NAME OF STREET EDDY STREET  
C) DISTRIBUTION LINE ☒ OR TRANSMISSION LINE ☐  
D) CARRIER PIPE:  
COMMODITY TO BE CONVEYED POTABLE WATER  
OPERATING PRESSURE 75 PSI  
WALL THICKNESS 0.28; DIAMETER 12; MATERIAL DUCTILE IRON  
E) CASING PIPE:  
WALL THICKNESS 0.438; DIAMETER 24; MATERIAL STEEL  
NOTE: CASING MUST HAVE 2" CLEARANCE BETWEEN GREATEST OUTSIDE DIAMETER OF CARRIER PIPE AND INTERIOR DIAMETER OF CASING PIPE. WHEN FURNISHING DIMENSIONS, GIVE OUTSIDE OF CARRIER PIPE AND INSIDE OF CASING PIPE.  
F) METHOD OF INSTALLING CASING PIPE UNDER TRACK(S):  
☒ DRY BORE AND JACK (WET BORE NOT PERMITTED);  
☐ TUNNEL; OTHER \_\_\_\_\_  
G) WILL CONSTRUCTION BE BY AN OUTSIDE CONTRACTOR? ☒ YES; ☐ NO;  
H) DISTANCE FROM CENTER LINE OF TRACK TO NEAR FACE OF BORING AND JACKING PITS WHEN MEASURED AT RIGHT ANGLES TO TRACK 27 (30' MIN.)  
I) APPLICANT HAS CONTACTED 1-800-336-9193, U. P. COMMUNICATIONS DEPARTMENT, AND HAS DETERMINED FIBER OPTIC CABLE ☒ DOES; ☐ DOES NOT; EXIST IN VICINITY OF WORK TO BE PERFORMED. TICKET NO. 20121012008

## EXHIBIT "A"

(FOR RAILROAD USE ONLY)

UNION PACIFIC RAILROAD CO.

Kearney

M. P. 147.26 E. S. 3259+50±

ENCASED POTABLE WATER CROSSING AT  
GRAND ISLAND Hall NE  
(NEAREST CITY) (COUNTY) (STATE)

CITY OF GRAND ISLAND

RR FILE NO. 0277015 DATE 11-26-12

### WARNING

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

## **EXHIBIT B**

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

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

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

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



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

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

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

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

<p>TYRONE R. HOFFMASTER MGR TRACK MNTCE 1327 E 25TH ST KEARNEY, NE 68847 Cell Phone: 308 530-0853 trhoffma@up.com</p>	<p>PATRICK J. O'BRIEN MGR SIGNAL MNTCE 601 East South Front St Grand Island, NE 68801 Work Phone: 308/8 389-2244 Fax: 402 501-1606 Cell Phone: 308 440-6653</p>
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- B. Licensee, at its own expense, shall adequately police and supervise all work to be performed. The responsibility of Licensee for safe conduct and adequate policing and supervision of work shall not be lessened or otherwise affected by Licensor's approval of plans and specifications involving the work, or by Licensor's collaboration in performance of any work, or by the presence at the work site of a Licensor Representative, or by compliance by Licensee with any requests or recommendations made by the Licensor Representative.
- C. At the request of Licensor, Licensee shall remove from Licensor's property any employee who fails to conform to the instructions of the Licensor Representative in connection with the work on Licensor's property. Licensee shall indemnify Licensor against any claims arising from the removal of any such employee from Licensor's property.
- D. Licensee shall notify the Licensor Representative at least ten (10) working days in advance of proposed performance of any work in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s),

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

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

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

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

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

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

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

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

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

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

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

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

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

## **LICENSOR'S PROPERTY.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Section 12. WAIVER OF BREACH.**

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

**Section 13. TERMINATION.**

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

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

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

**Section 15. SUCCESSORS AND ASSIGNS.**

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

**Section 16. SEVERABILITY.**

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

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

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

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

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

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

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

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

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

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

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

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



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

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

**Other Requirements**

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

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

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

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

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

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

**MINIMUM SAFETY REQUIREMENTS**

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

**I. Clothing**

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

Specifically, Licensee's employees must wear:

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

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

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

**II. Personal Protective Equipment**

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

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

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

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

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

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

### **IV. Equipment**

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

**V. General Safety Requirements**

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

**SUBMITTING REQUESTS FOR  
RAILROAD PROTECTIVE LIABILITY INSURANCE**  
(\$2,000,000 per occurrence/\$6,000,000 aggregate)

Application forms for inclusion in Union Pacific Railroad's Blanket Railroad Protective Liability Insurance Policy may be obtained by accessing the following website (includes premiums as well):

[www.uprr.com/reus/rinsure/index.shtml](http://www.uprr.com/reus/rinsure/index.shtml)

If you have questions regarding railroad protective liability insurance (i.e. premium quotes, application) please contact the Marsh USA Service Team, Bill Smith or Cindy Long at:

Phone: (800) 729-7001

Fax: (816) 556-4362

Email: [william.j.smith@marsh.com](mailto:william.j.smith@marsh.com)

Email: [cindy.long@marsh.com](mailto:cindy.long@marsh.com)

\*PLEASE NOTE - The RPLI application and premium check should be sent directly to Marsh, USA at the address shown below - do NOT send your check and application via overnight air, as the P.O. Box will NOT accept overnight deliveries.

If you are in a situation where you require a RUSH, please contact Bill Smith or Cindy Long and they will do their best to accommodate your needs. All checks written to Marsh, USA should reference Union Pacific Railroad in the "Memo" section of the check.

Send Checks and Applications to the following "NEW" address:

Marsh USA  
NW 8622  
PO Box 1450  
Minneapolis, MN 55485-8622

RESOLUTION 2013-358

WHEREAS, the construction of Water Main Project 2013-W-1 will require a crossing at the Clark Street tracks; and

WHEREAS, the Union Pacific Railroad requires Pipeline Crossing Agreements to be entered into for persons crossing its property for such purposes with a license fee payment of \$6,837.00 for the Clark Street Crossing; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Pipeline Crossing Agreement, by and between the City and the Union Pacific Railroad Company, for the construction and maintenance of Water Main Project 2013-W-1 at Clark Street, is hereby approved; and the Mayor is hereby authorized to sign such agreement on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, December 18, 2012.

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

Attest:

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

Approved as to Form	☐ _____
December 15, 2012	☐ City Attorney



# City of Grand Island

Tuesday, December 18, 2012

Council Session

## Item G11

**#2012-359 - Approving Bid Award for Feedwater Heater #5  
Replacement at Platte Generating Station**

Staff Contact: Tim Luchsinger, Utilities Director

# **Council Agenda Memo**

**From:** Timothy G. Luchsinger, Utilities Director

**Meeting Date:** December 18, 2012

**Subject:** Feedwater Heater #5 Replacement

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

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

## **Background**

The Platte Generating Station utilizes five stages of boiler feedwater heaters in its steam cycle. These feedwater heaters are specialized heat exchangers that use steam from the main turbine-generator to preheat the boiler feedwater and improve the overall plant steam cycle efficiency. One of the feedwater heaters has internal leakage problems which make control of its operation difficult and wall thinning of the feedwater heater tubes is occurring. The present heater is original to the plant. The heater weighs approximately 18 tons. The existing heater (which utilized 70-30 copper/nickel alloy tubes), was bid to be upgraded to stainless steel (SA688-304N) or, as an option, low alloy carbon steel (SA-213-T22).

## **Discussion**

The specifications for the Feedwater Heater #5 Replacement were advertised and issued for bid in accordance with the City Purchasing Code. Bids were publicly opened on November 13, 2012. Specifications were sent to seven potential bidders and responses were received as listed below. Bidders were allowed to specify heater tubing consisting of either SA-213-T22 or SA688-304N materials. The engineer's estimate for this project was \$500,000.00.

Bidder	Bid Price
SPX Heat Transfer, Inc., Tulsa, OK (T22)	\$ 331,750.00
Thermal Engineering International, Santa Fe Springs, CA (T22)	\$ 376,500.00
Thermal Engineering International, Santa Fe Springs, CA (304N)	\$ 401,750.00
Holtee International, Jarlton, NY (304N)	\$ 477,050.00

The bids were reviewed by plant engineering staff. The lowest bid, from SPX Heat Transfer Inc., had the following concerns:



- 1) The proposed weight of the new heater exceeds that of the existing heater by almost 1.5 tons. This would require structural analysis and a possible upgrade of our current steel support frame.
- 2) The references given by SPX Heat Transfer were either nonresponsive or could only reference their work using the SA688-304N material (which they did not bid).
- 3) SPX Heat Transfer has not been responsive to discuss these issues and other “clarifications” listed in their bid.

All bidders who provided SA-213-T22 carbon steel tubing as a material in their bid were not able to back up their experience with the product through their references, therefore, this material was not further evaluated as a compliant option.

Companies bidding the SA688-304N tubing material were all highly referenced and well documented as to their history with the product. All bids came in under the engineer’s estimate.

Thermal Engineering International did not list any exceptions and their bid of \$401,750.00, is recommended as the lowest compliant bid. At the December 4, 2012 meeting, the Council previously awarded this Contract to Thermal Engineering Int., for \$376,500.00, which was taken incorrectly from the bid sheet. The correct amount for the award should be \$401,750.00.

### **Alternatives**

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

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

### **Recommendation**

City Administration recommends that the Council award the Contract for Feedwater Heater #5 Replacement to Thermal Engineering International, of Santa Fe Springs, California, as the lowest compliant bidder, with a bid price of \$401,750.00.

### **Sample Motion**

Move to approve the bid from Thermal Engineering International, Inc., for the Feedwater Heater #5 Replacement in the amount of \$401,750.00.



*Working Together for a  
Better Tomorrow, Today*

**BID OPENING**

**BID OPENING DATE:** November 13, 2012 at 2:00 p.m.  
**FOR:** Feedwater Heater #5 Replacement  
**DEPARTMENT:** Utilities  
**ESTIMATE:** \$500,000.00  
**FUND/ACCOUNT:** 520  
**PUBLICATION DATE:** October 18, 2012  
**NO. POTENTIAL BIDDERS:** 7

**SUMMARY**

<b>Bidder:</b>	<b><u>Holtec International</u></b> Marlton, NY	<b><u>SPX Heat Transfer, Inc.</u></b> Tulsa, OK
<b>Bid Security:</b>	Cashier's Check	Liberty Mutual Ins. Co.
<b>Exceptions:</b>	None	Noted

<b>Bid Price:</b>		
<b>Material:</b>	\$470,000.00	\$331,750.00
<b>Labor:</b>	\$ 7,050.00 (Performance Bond)	-0-
<b>Sales Tax:</b>	-0-	-0-
<b>Total Bid:</b>	\$477,050.00	\$331,750.00

<b>Bidder:</b>	<b><u>Thermal Engineering International</u></b> Santa Fe Springs, CA
<b>Bid Security:</b>	Westchester Fire Ins. Co.
<b>Exceptions:</b>	Noted

<b>Bid Price:</b>	
<b>Material:</b>	\$366,500.00
<b>Labor:</b>	-0-
<b>Sales Tax:</b>	-0-
<b>Total Bid:</b>	\$366,500.00

cc: Tim Luchsinger, Utilities Director

Bob Smith, Assist. Utilities Director

Mary Lou Brown, City Administrator  
Ryan Schmitz, Utilities Dept.

Pat Gericke, Utilities Admin. Assist.

**P1603**

RESOLUTION 2012-359

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

WHEREAS, on November 13, 2012, bids were received, opened and reviewed; and

WHEREAS, Thermal Engineering International, of Santa Fe Springs, California, 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 \$401,750.00; and

WHEREAS, the bid of Thermal Engineering International, is less than the estimate for Feedwater Heater #5 Replacement.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid by Thermal Engineering International, in the amount of \$401,750.00, for Feedwater Heater #5 Replacement, is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, December 18, 2012.

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

Attest:

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

Approved as to Form	☐ _____
December 15, 2012	☐ City Attorney



# City of Grand Island

Tuesday, December 18, 2012

Council Session

## Item G12

**#2012-360 - Approving Bid Award for 5th Street Sanitary Sewer Improvements; Sewer Project No. 2012-S-3**

Staff Contact: Terry Brown, Interim Public Works Director

# **Council Agenda Memo**

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

**Meeting:** December 18, 2012

**Subject:** Approving Bid Award for 5<sup>th</sup> Street Sanitary Sewer Improvements; Sewer Project No. 2012-S-3

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

**Presenter(s):** Terry Brown Interim, Public Works Director

## **Background**

On October 4, 2012 the Engineering Division of the Public Works Department advertised for bids for the 5<sup>th</sup> Street Sanitary Sewer Improvements; Project No. 2012-S-3. There were 15 potential bidders for the project.

## **Discussion**

Three (3) bids were received and opened on October 30, 2012. The bids were submitted in compliance with the contract, plans, and specifications. A summary of the bids is shown below. The bid form was divided into two (2) sections; Section A; summarizes the work for new gravity sewer work, and Section B; summarizes existing gravity sewer rehabilitation work. Additionally Community Development Block Grant (CDBG) funds have been allocated to the project for Section B work.

<i><b>Bidder</b></i>	<i><b>Section A</b></i>	<i><b>Section B</b></i>	<i><b>Total Bid</b></i>
Van Kirk Brothers Contracting of Sutton, Nebraska	** \$1,234,467.23	\$499,638.70	** \$1,734,105.93
K2 Construction of Lincoln, Nebraska	\$1,292,316.89	** \$535,751.60	** \$1,828,068.49
The Diamond Engineering Company of Grand Island, Nebraska	\$1,532,791.95	\$461,598.00	\$1,994,389.95

\*\* Denotes a corrected value from bid document

Errors in the calculations were discovered pertaining to the bid submitted by Van Kirk Brothers Contracting, of Sutton, Nebraska, the calculation error on item C1.13; Remove and Replace 18" R.C. Storm Sewer Pipe, subtracts the amount of eighteen (\$18.00) dollars. Additionally, Section A, Items C1.01 thru C1.15 reflected the addition error in the amount of \$168.59 for a corrected Section A amount of \$1,234,467.23.

Public Works Staff believes the bid of Van Kirk Brothers Contracting, Sutton, Nebraska, in the amount of \$1,734,105.93 is fair and reasonable, as the Engineer's estimate was \$2,025,000.00.

There are sufficient funds in Account No. 53030055-85213-53015, 10-CR-002, 10-CR-003 to fund this project.

### **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 Van Kirk Brothers Contracting, Sutton, Nebraska, in the amount of \$1,734,105.93.

### **Sample Motion**

Move to approve the bid award.



Jason Eley, Purchasing Agent

*Working Together for a  
Better Tomorrow, Today*

**BID OPENING**

**BID OPENING DATE:** October 30, 2012 at 2:00 p.m.

**FOR:** Sewer Project 2012-S-3 5<sup>th</sup> Street Sanitary Sewer Improvements

**DEPARTMENT:** Public Works

**ESTIMATE:** \$2,025,000.00

**FUND/ACCOUNT:** 53030055-85213  
10-CR-002  
10-CR-003

**PUBLICATION DATE:** October 4, 2012

**NO. POTENTIAL BIDDERS:** 15

**SUMMARY**

<b>Bidder:</b>	<b><u>The Diamond Engineering Co.</u></b> Grand Island, NE	<b><u>K2 Construction</u></b> Lincoln, NE
<b>Bid Security:</b>	Universal Surety Co.	Western Surety Co.
<b>Exceptions:</b>	None	None

<b>Bid Price:</b>		
<b>Section A:</b>	\$1,532,791.95	\$1,292,316.89
<b>Section A &amp; B:</b>	<u>\$ 461,598.00</u>	<u>\$ 538,751.60</u>
<b>Total Bid:</b>	\$1,994,389.95	\$1,831,068.49

<b>Bidder:</b>	<b><u>Van Kirk Bros. Contracting</u></b> Sutton, NE
<b>Bid Security:</b>	Universal Surety Co.
<b>Exceptions:</b>	None

<b>Bid Price:</b>	
<b>Section A:</b>	\$1,234,298.64
<b>Section A &amp; B:</b>	<u>\$ 499,638.70</u>
<b>Total Bid:</b>	\$1,733,937.34

cc: Terry Brown, Interim Public Works Director

Catrina DeLosh, PW Admin. Assist.



Jason Eley, Purchasing Agent  
Mary Lou Brown, City Administrator

Roger Scott, Eng. Technician

**P1599**

October 31, 2012

Mayor and City Council  
City of Grand Island  
100 East First Street  
Grand Island, NE 68801

Re: 5<sup>th</sup> Street Sanitary Sewer Improvements (Sewer Project 2012-S-3)  
Grand Island, Nebraska  
OA Project No. 011-2347


Dear Mayor & Council,

A total of three (3) bids were received for the 5<sup>th</sup> Street Sanitary Sewer Improvements (Sewer Project 2012-S-3). The bids for the project were very competitive with all three (3) bids below our "Estimated Opinion of Costs" of \$2,025,000. A copy of the bid tabulation for the above referenced project is attached.

Van Kirk Brothers Contracting from Sutton, NE was the low bid for the project. Van Kirk Brothers Contracting is a contractor that Olsson Associates has worked with on many projects in the past that have went well. Van Kirk Brothers Contracting has also worked on past and current projects for the City of Grand Island. After reviewing the bids, Olsson Associates recommends that you approve the bid of Van Kirk Brothers Contracting for \$1,734,105.93.

If you have any questions or comments, please do not hesitate to call.

Sincerely,



Joseph C. Baxter

**SEWER PROJECT 2012-S-3  
5TH STREET SANITARY SEWER IMPROVEMENTS  
GRAND ISLAND, NEBRASKA - 2012**

BID TABULATION  
30-Oct-2012 OA #011-2347  
2:00 p.m. Page 1 of 1

CONTRACTOR				Van Kirk Bros. Contracting		K2 Construction		The Diamond Engineering Co	
Item No.	ITEM	UNIT	QTY.	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
<b>BID SECTION A</b>									
C1.01	Mobilization / Demobilization	LS	1	\$84,500.00	\$84,500.00	\$20,700.00	\$20,700.00	\$5,255.00	\$5,255.00
C1.02	21" PVC Sanitary Sewer Line, SDR 26	LF	3787	\$135.00	\$511,245.00	\$106.94	\$404,981.78	\$180.20	\$682,417.40
C1.03	48" Dia. Precast Manhole – Type 2 (5' Depth)	EA	11	\$3,221.00	\$35,431.00	\$2,622.07	\$28,842.77	\$6,260.00	\$68,860.00
C1.04	Additional Manhole Depth, Type 2	VF	120	\$310.00	\$37,246.50	\$281.66	\$33,841.45	\$367.00	\$44,095.05
C1.05	Construct Structure #1	LS	1	\$8,500.00	\$8,500.00	\$5,935.91	\$5,935.91	\$32,220.00	\$32,220.00
C1.06	Remove and Replace Pavement	SY	9893	\$48.50	\$479,810.50	\$73.91	\$731,191.63	\$57.50	\$568,847.50
C1.07	Abandon Existing Sanitary Sewer Manhole	EA	1	\$600.00	\$600.00	\$830.00	\$830.00	\$4,390.00	\$4,390.00
C1.08	1" Water Service Connection	EA	15	\$550.00	\$8,250.00	\$401.90	\$6,028.50	\$2,405.00	\$36,075.00
C1.09	1" Curb Stop w/Box	EA	15	\$325.00	\$4,875.00	\$347.29	\$5,209.35	\$975.00	\$14,625.00
C1.10	1" Water Service Tubing, Type "K Cu.	LF	733	\$16.31	\$11,955.23	\$21.69	\$15,898.77	\$39.00	\$28,587.00
C1.11	Remove and Replace 24" R.C. Storm Sewer Pipe	LF	42	\$51.00	\$2,142.00	\$85.35	\$3,584.70	\$115.00	\$4,830.00
C1.12	Remove and Replace 21" R.C. Storm Sewer Pipe	LF	23	\$50.00	\$1,150.00	\$85.35	\$1,963.05	\$115.00	\$2,645.00
C1.13	Remove and Replace 18" R.C. Storm Sewer Pipe	LF	66	\$47.00	\$3,102.00 *	\$56.81	\$3,749.46	\$90.00	\$5,940.00
C1.14	Remove and Replace 12" R.C. Storm Sewer Pipe	LF	376	\$35.00	\$13,160.00	\$52.02	\$19,559.52	\$80.00	\$30,080.00
C1.15	Traffic Control	LS	1	\$32,500.00	\$32,500.00	\$10,000.00	\$10,000.00	\$3,925.00	\$3,925.00
<b>TOTAL BID SECTION A</b>					\$1,234,467.23 *		1,292,316.89		1,532,791.95
<b>BID SECTION B</b>									
C1.01	Mobilization / Demobilization	LS	1	\$45,600.00	\$45,600.00	36,690.00	36,690.00 *	8,000.00	8,000.00
C1.02	15" CIPP Liner	LF	3790	\$45.30	\$171,687.00	52.10	197,459.00	43.00	162,970.00
C1.03	15" PVC Sanitary Sewer Line (Spot Repair), SDR 26	LF	126	\$40.00	\$5,040.00	\$320.73	40,411.98	\$30.00	3,780.00
C1.04	Spot Repair Excavation	EA	12	\$5,000.00	\$60,000.00	2,250.00	27,000.00	4,350.00	52,200.00
C1.05	Reinstate Sewer Service (CIPP Liner)	EA	150	\$80.30	\$12,045.00	92.35	13,852.50	140.00	21,000.00
C1.06	Reinstate Sewer Service (Spot Repair)	EA	14	\$1,500.00	\$21,000.00	1,200.00	16,800.00	840.00	11,760.00
C1.07	CIPP Service Liner	EA	40	\$3,250.00	\$130,000.00	\$4,057.20	162,288.00	\$3,590.00	143,600.00
C1.08	Remove and Replace Pavement	SY	408	\$65.00	\$26,520.00	71.99	29,371.92	61.00	24,888.00
C1.09	Remove and Replace Grate Inlet	EA	1	\$2,000.00	\$2,000.00	3,569.90	3,569.90	2,200.00	2,200.00
C1.10	Bypass Pumping	LS	1	\$5,246.70	\$5,246.70	\$6,033.71	6,033.71	\$29,500.00	29,500.00
C1.11	Traffic Control	LS	1	\$20,500.00	\$20,500.00	2,274.59	2,274.59	1,700.00	1,700.00
<b>TOTAL BID SECTION B</b>					\$499,638.70		\$535,751.60 *		\$461,598.00
<b>TOTAL BID SECTION A &amp; B</b>					\$1,734,105.93 *		\$1,828,068.49 *		\$1,994,389.95
<b>Bid Section A: Substantially Complete On or Before:</b>				August 15, 2013		August 15, 2013		August 15, 2013	
<b>Bid Section B: Substantially Complete On or Before:</b>				June 30, 2013		June 30, 2013		June 30, 2013	
Addendum No. 1:				X		X		X	
Bid Guarantee:									
Remarks:				* Bid Item C1.13 Extension on Bid form is \$3,120.00; Total Bid Section A on Bid form is \$1,234,298.64; Total Bid Section A & B on Bid form is \$1,733,937.34		*Bid Item C1.01 Extension on Bid form is \$39,600.00; Total Bid Section B on Bid form is \$538,751.60; Total Bid Section A & B on Bid form is \$1,831,068.49			

## Van Kirk Brothers Construction Project Reference List

<u>Project</u>	<u>Contact</u>	<u>Project Size</u>	<u>Completion Date</u>
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City of Geneva Trunk Sewer (8" – 12")	Mike Schulties/Troy Johnston	\$994,000.00	2012
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Notes – Mike Schulties stated that they do good work and they are more than capable of completing a project of this type and size.

Hastings Utilities Trunk Sewer (30")	Marty Stange/Ron Sekora	\$42,000.00	2012
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Notes – Overall Van Kirk's does a good job and there is no reason not to award. The only item that needs to be monitored is clean up during construction.

City of Hebron Trunk Sewer (8")	City of Hebron/E&A Engineering	\$138,000.00	2012
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Notes:

Whelan Pawnee Ave. Trunk Sewer (15")	Marty Stange/Ron Sekora	\$701,000.00	2011
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Notes – Overall Van Kirk's does a good job and there is no reason not to award. The only item that needs to be monitored is clean up during construction.

RESOLUTION 2012-360

WHEREAS, the City of Grand Island invited sealed bids for 5<sup>TH</sup> Street Sanitary Sewer Improvements; Project No. 2012-S-3, according to plans and specifications on file with the City Engineer/Public Works Director; and

WHEREAS, on October 30, 2012 bids were received, opened, and reviewed; and

WHEREAS, Van Kirk Brothers Contracting of Sutton, Nebraska, submitted a bid in accordance with the terms of the advertisement of bids and plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$1,734,105.93; and

WHEREAS, the bid of Van Kirk Brothers Contracting of Sutton, Nebraska was below the engineer's estimate for the project: and

WHEREAS, funds are available in the Fiscal Year 2012/2013 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 Van Kirk Brothers Contracting of Sutton, Nebraska in the amount of \$1,734,105.93 for the 5<sup>TH</sup> Street Sanitary Sewer Improvements; Project No. 2012-S-3 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, December 18, 2012.

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

Attest:

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

Approved as to Form	☐ _____
December 15, 2012	☐ City Attorney



# City of Grand Island

Tuesday, December 18, 2012

Council Session

## Item G13

**#2012-361 - Approving Standardizing on Allen-Bradley Electrical Components for Headworks Improvements Project, WWTP-2013-1**

Staff Contact: Terry Brown, Interim Public Works Director

# **Council Agenda Memo**

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

**Meeting:** December 18, 2012

**Subject:** Standardizing on Allen-Bradley Electrical Components for Headworks Improvements Project, WWTP-2013-1

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

**Presenter(s):** Terry Brown, Interim Public Works Director

## **Background**

City staff is requesting City Council recognition for standardizing Allen-Bradley electrical components. Past plant projects, hardware, and educational training have standardized the Allen-Bradley instrumentation architecture within the treatment facilities processes. The standardized architecture includes Programmable Logic Controllers (PLC), and Variable Frequency Drive (VFD). The Headworks Improvements Project, WWTP-2013-1 will utilize both architecture environments within its design philosophy.

In October 2011, the city embarked on development of construction plans for the rehabilitation / replacement of the City's headworks facilities (pumping, flow measurement, screening, and grit collection systems). City staff in conjunction with consulting engineer; Black & Veatch are in the final development stage of the construction bidding documents for the Headworks Improvements Project, WWTP-2013-1.

## **Discussion**

An expanded Supervisory Control and Data Acquisition system (SCADA) will be required to network upgraded pumping, flow measurement, screening, and grit collection systems for the Headworks Improvements Project, WWTP-2013-1. Allen Bradley Programmable Logic Controllers network architecture is the treatment facilities current running platform performing Human Machine Interface (HMI) operations. With new and existing systems currently in design the insurance of systems compatibility will require products of the same manufacturer and of the same series of product line.

Variable Frequency Drive (VFD) technology provides advanced application flexibility and control system integration, which is demanded in today's treatment facility needs. The drive is developed in a complex manner, trained personnel are required, software, hardware, licensing, maintenance agreements, network compatibility are all reasons to maintain a standard manufacturer in VFD's. Allen Bradley has a local supplier (Kriz Davis) in Grand Island that offers any required services. Currently the treatment facility operates and maintains thirty (30)

VFDs in its process control operations, in which two (2) are not of the Allen Bradley product line. New facilities will add the addition of six (6) VFDs.

## **Alternatives**

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

1. Move to approve a resolution specifying Allen Bradley products, as a single manufacture for Programmable Logic Controllers (PLC), and Variable Frequency Drive (VFD) systems for Headworks Improvements Project, WWTP-2013-1.
2. Refer the issue to a Committee.
3. Postpone the issue to future date.
4. Take no action on the issue.

## **Recommendation**

The result of this Headworks Improvements Project, WWTP-2013-1, will provide placement of new pumping, flow measurement, screening, and grit collection systems, which provides the essential infrastructure needed for effective preliminary treatment process stream at the wastewater treatment plant.

City Staff recommends that the Council approve adding the specifying language to the bidding documents for Headworks Improvements Project, WWTP-2013-1, that shall list Allen Bradley products, as a single manufacturer for Programmable Logic Controllers (PLC), and Variable Frequency Drive (VFD) systems.

## **Sample Motion**

Move to approve Allen Bradley products, as a single manufacturer, for Programmable Logic Controllers (PLC), and Variable Frequency Drive (VFD) systems in the Headworks Improvements Project, WWTP-2013-1.



RESOLUTION 2012-361

WHEREAS, Waste Water Division is specifying Programmable Logic Controllers (PLC), and Variable Frequency Drive (VFD) Equipment for a construction project entitled the Headwork's Improvements Project, WWTP-2013-1; and

WHEREAS, City Staff in conjunction with, City Administration recommends that Allen Bradley products, as single manufacturer for Programmable Logic Controllers (PLC), and Variable Frequency Drive (VFD) systems; and

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, authorizing city staff to add the specifying language to the bidding documents for Headwork's Improvements Project, WWTP-2013-1, that shall list Allen Bradley products, as a single manufacture, for Programmable Logic Controllers (PLC), and Variable Frequency Drive (VFD) systems.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, December 18, 2012.

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

Attest:

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

Approved as to Form	☐ _____
December 15, 2012	☐ City Attorney



# City of Grand Island

Tuesday, December 18, 2012

Council Session

## Item G14

**#2012-362 - Approving Pre-Selected Grit Systems for Headworks Improvements Project, WWTP-2013-1**

Staff Contact: Terry Brown, Interim Public Works Director

# **Council Agenda Memo**

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

**Meeting:** December 18, 2012

**Subject:** Consideration on Pre-Selected Grit Systems for Headworks Improvements Project, WWTP-2013-1

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

**Presenter(s):** Terry Brown, Interim Public Works Director

## **Background**

City staff is requesting City Council consideration for pre-selecting Grit System equipment. This equipment pre-selection will use a single manufacture name brand for bidding purposes in documents for the Headworks Improvements Project, WWTP-2013-1.

In October 2011, the City embarked on development of construction plans for the rehabilitation / replacement of the City's headworks facilities (pumping, flow measurement, screening, and grit collection systems). All of which have been in operation over forty (40) years from the mid-sixties (1960s) to present. City staff in conjunction with consulting engineer; Black & Veatch are in the final development stage of the construction bidding documents for the Headworks Improvements Project, WWTP-2013-1.

The grit collection system is being upgraded and replaced with newer equipment and process technology. A new building will house the cleaning, conveyance, handling and load out system. The new system will collect and remove a higher amount of smaller grit particles from the wastewater flow and decrease the moisture content of the washed grit when compared to the old system. These improvements will benefit other downstream pumping and process equipment at the treatment facility by reducing overall wear and increasing the operating life of such equipment. Additionally, the existing grit tankage and process building will be abandoned, and conditioned in the future to accommodate chemical storage tankage.

## **Discussion**

All wastewater treatment facilities face the operational challenge of grit removal. Typical rule of thumb is approximately 50 pounds of grit per million gallons of wastewater enters a wastewater plant under average flow conditions. Based on Grand Island's soil characteristic, this value is higher. Under high flows and wet weather conditions the grit load increases exponentially. In Grand Island the challenge is intensified by the amount of fine grit (river, sugar sand) that is contained within the grit load.

Failure to remove the fine grit adequately during normal flow conditions, and grit slugs during peak flow conditions, will slowly decrease the capacity of a treatment plant as grit accumulates in downstream processes. This results in increased plant maintenance to remove the grit from process basins, and increases abrasion and wear on piping, process equipment, and pump impellers. For these reasons, high efficiency grit removal is being recommended for Grand Island's treatment facilities. The design of conventional grit systems cannot effectively meet this grit removal demand.

City staff in conjunction with consulting engineer; Black & Veatch are recommending the exclusive use of high efficiency grit removal technology. One manufacturer offers this technology in today's market; Hydro International, of Hillsboro, Oregon. Hydro International offers the Eutek product line of the Headcell (to separate grit from wastewater), Slurry Cup (to wash organic material from the grit to increase dewaterability and decrease odor potential), and Grit Snail (to dewater the grit) for a packaged grit collection system.

Comparable communities utilizing the Eutek product line of grit collection systems are the Northeast Treatment Facility, Lincoln, Nebraska (2011), Harold Street Treatment Facility, Olathe, Kansas (2004), Cedar Creek Treatment Facility, Olathe, Kansas (2012), Council Bluffs Treatment Facility, Council Bluffs, IA (2004), and numerous other facilities around the country.

Reference calls were made to the above noted facilities, and in all cases the owner was happy with the performance of the equipment, support from the manufacturer, and quality of the equipment. Staff in Lincoln noted that they have standard vortex grit removal at their Theresa Street Facility, and having experience with both, would strongly recommended the Eutek system based on overall performance.

## **Alternatives**

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

1. Move to approve a resolution specifying Hydro International, of Hillsboro, Oregon; Eutek products, as a single pre-selected brand name for grit collection systems for Headworks Improvements Project, WWTP-2013-1.
2. Refer the issue to a Committee.
3. Postpone the issue to future date.
4. Take no action on the issue.

## **Recommendation**

The result of this Headworks Improvements Project, WWTP-2013-1, will provide placement of pumping, flow measurement, screening, and grit collection systems, which provides the essential infrastructure needed for effective preliminary treatment at the wastewater treatments plant.

City Staff, in conjunction with consulting Engineer Black & Veatch, and City Administration recommends that the Council approve adding the specifying language to the bidding documents for Headworks Improvements Project, WWTP-2013-1, that shall list Hydro International, of Hillsboro, Oregon, Eutek products, as a pre-selected equipment for grit collection systems.

## **Sample Motion**

Move to approve Hydro International of Hillsboro, Oregon, and their Eutek grit removal products, as pre-selected equipment for the grit collection systems associated with the Headworks Improvements Project, WWTP-2013-1.



#### Headworks Grit Removal Eutek HeadCell® Installations

Location	Contact	Plant Ave/Peak Flow, mgd	Peak Flow Cut Point Performance, µ	Equipment	Engineer
Ambridge, PA	Robert Emmert Chief Operator (724) 266-0790	2.56/9.2	150	(1) 9' (6) Tray Eutek HeadCell® (1) 24" Eutek SlurryCup™ (1) 1.0 yd³/hr Eutek Grit Snail®	HRG EGINEERING
Athens, GA Middle Oconee WRF	Jeff Knight Assistant Director (706)613-3470	10.0/30.0	100	(2) 12' 8 Tray Eutek HeadCell® (1) 32" Eutek SlurryCup™ (1) 2.0 yd³/hr Eutek Grit Snail®	Black & Veatch (770) 751-7517
Atlantic, IA	Mark Farrier Superintendent (712) 243-5281	15.0	150	(1) 9' (9) Tray Eutek HeadCell®	Fox Engineering (515) 233-0000
Bethany Beach, DE South Coastal WWTP	Loran George Gary Hall (302) 855-7730	9.0/21.7	150	(2) 9' (7) Tray Eutek HeadCell® (1) 32" Eutek SlurryCup™ (1) 2.0 yd³/hr Eutek Grit Snail®	Stearns & Wheler
Bismarck, ND	Bob French (701) 222-6583	9.25/34.0	90	(2) 12' (12) Tray Eutek HeadCell® (2) 24" Eutek SlurryCup™ (2) 1.0 yd³/hr Eutek Grit Snail®	SEH Engineering Mike Zagar (651) 490-1999
Broomfield, CO	Jim Seda Chief Operator (303) 464-5642	9.6/32.0	100	(2) 12' (9) Tray Eutek HeadCell® (2) 32" Eutek SlurryCup™ (2) 2.0 yd³/hr Eutek Grit Snail®	Black & Veatch Joe Morehead (720) 834-4200
Council Bluffs, IA WWTP	Hank Pangelina Superintenenent (712) 328-4642	7.6/35.0	75	(4) 12' (7) Tray Eutek HeadCell® (2) 32" Eutek SlurryCup™ (1) 4.0 yd³/hr Eutek Grit Snail®	FOX Engineering
Deposit, NY WPCF	Brad Hubbard DPW Director (607) 4670-1118	0.5/1.7	150	(1) 4' (5) Tray Eutek HeadCell® (1) 24" Eutek TeaCup® (1) 1.0 yd³/hr Eutek Grit Snail®	Stearns & Wheler Charles Prior (315) 665-8160
Dousman, WI	Jim Hansen Superintendant (262) 965-3302	3.8	110	(1) 6' (7) Tray Eutek HeadCell® (1) 24" Eutek TeaCup® (1) 1.5 yd Decanter	Ruekert/Mielke (262) 542-5733
El Paso, TX Fred Hervey WRF	Guz Ogaz Owner (915) 594-5723	6.5/20.0	100	(1) 12' (11) Tray Eutek HeadCell® (1) 32" Eutek SlurryCup™ (1) 2.0 yd³/hr Eutek Grit Snail®	Brown & Caldwell (915) 545-4400
Entiat, WA WWTF	Roger Mickelson Operator (509) 784-1224	0.15/0.48	100	(1) 4' (3) Tray Eutek HeadCell®	Hammond, Collier, Wade & Livingstone Russ Snow (509) 622-1762
Erie, CO North WWTP	Jon Mays (303) 591-0679	1.4/4.2/10.9*	106	(1) 9' (5) Tray Eutek HeadCell® (1) 24" Eutek SlurryCup™ (1) 1.0 yd³/hr Eutek Grit Snail®	Burns & McDonnell (303) 721-9292
Estevan, SK WWTP	Kevin Sutter Operator (306) 421-0115	1.6/4.8	150	(1) 6' (6) Tray Eutek HeadCell®	Stantec
Friday Harbor, WA WWTP	Don Reitan Plant Superintendent (360) 378-5400	1.1/3.3	100	(1) 6' (8) Tray Eutek HeadCell®	Brown & Caldwell
Fox Lake, IL NW Regional WRF	Steve Vella Superintenenent (847) 587-3694	9.0/25.0	100	(2) 9' (12) Tray Eutek HeadCell® (1) 32" Eutek SlurryCup™ (1) 2.0 yd³/hr Eutek Grit Snail®	Clark-Dietz
Fruitland, MD	George Calloway Plant Manager (443) 497-1075	1.0/3.6	110	(1) 9' (4) Tray Eutek HeadCell® (1) 24" Eutek SlurryCup™ (2) 1.5 yd³ Decanter	George, Miles & Buhr
Green Lake, WI WWTP	Glen McCartney (920) 294-6912	0.5/1.75	100	(1) 6' (4) Tray Eutek HeadCell® (1) 24" Eutek TeaCup® (1) 1.5 yd³ Decanter	McMahon Associates (920) 751-4200
Greencastle, IN WWTF	George Russell or Jerry Clark (765) 653-3394	2.8/16.0	100	(2) 9' (8) Tray Eutek HeadCell® (2) 32" Eutek SlurryCup™ (1) 3.0 yd³/hr Eutek Grit Snail®	Advanced Engieering System Hannum, Wagle & Cline
Greenville, NC	Dan Tracy (252) 551-1542	10.0/35.0	150	(2) 12' (8) Tray Eutek HeadCell®	Hazen & Sawyer
Greenwood, SC Wilson Creek WWTP	Steve Pohlman Robert Turner (Lead Op.) (864) 377-1792	16.0/40.0	100	(2) 12' (11) Tray Eutek HeadCell® (2) 32" Eutek SlurryCup™ (2) 1.0 yd³/hr Eutek Grit Snail®	Davis & Floyd Joe Upchurch (864) 229-5211

Location	Contact	Plant Ave/Peak Flow, mgd	Peak Flow Cut Point Performance, µ	Equipment	Engineer
Gwinnett County, GA Yellow River WRF	Ben Bagwell (770) 564-4630	21.0/64.2	130	(2) 12' (12) Tray Eutek HeadCell®	JJ&G/CH2M Hill/PPI (678) 318-2400
Hernando County, FL Glen WRF	Landis Legg Supervisor (352) 754-4820	3.0/9.0	106	(1) 12' (5) Tray Eutek HeadCell® (1) 24" Eutek SlurryCup™ (1) 1.0 yd³/hr Eutek Grit Snail®	AECOM (816) 630-2500
Hoover, AL Riverchase WWTP	Mike McCary Supervisor (205) 408-2629	4.5	100	(1) 9' (5) Tray Eutek HeadCell® (1) 24" Eutek TeaCup® (1) 1.0 yd³/hr Eutek Grit Snail®	Gary L. Owen and Associates Robert Vaughan (205) 982-9806
Indian River County, FL West Regional WWTP	Jim Degraffenreid Chief Plant Operator (772) 770-5045	6.0/18.0	100	(2) 12' (5) Tray Eutek HeadCell® (2) 24" Eutek SlurryCup™ (2) 1.0 yd³/hr Eutek Grit Snail®	PBS&J Raj Singh (407) 647-7275
Kewaskum, WI	James Noren Lead Plant Operator (262) 626-2313	0.75/3.0	150	(1) 6' (5) Tray Eutek HeadCell® (1) 24" Eutek TeaCup® (1) 1.5 yd³ Decanter	McMahon Associates (920) 751-4200
Kingman, AZ Hilltop WWTP	Robert Norrell (928) 692-3137 rnorrell@cityofkingman.gov	3.0/15.3	200	(1) 9' (7) Tray Eutek HeadCell® (1) 24" Eutek SlurryCup™ (1) 1.0 yd³/hr Eutek Grit Snail®	Brown & Caldwell Nancy Ash (602) 567-4000
Kiln, MS (Hancock Co.) Northern Regional WWTF	Doyle Ladner (228) 467-3702	4.5	106	(1) 9' (5) Tray Eutek HeadCell® (1) 24" Eutek TeaCup® (1) 1.0 yd³/hr Eutek Grit Snail®	Carollo Engineers, P.C. (972) 239-9949
Knollwood, IL	Peter McGee Superintendent (630) 985-7400	8.0/30.0	80	(2) 12' (13) Tray Eutek HeadCell® (2) 32" Eutek SlurryCup™ (2) 2.0 yd³/hr Eutek Grit Snail®	Dupage County Kevin Buoy (630) 985-7400
Kuna, ID	Curt Shaw (208) 880-4395	3.0/6.7	100	(1) 12' (4) Tray Eutek HeadCell® (1) 24" Eutek TeaCup® (1) 1.0 yd³/hr Eutek Grit Snail®	Keller Associates Jesse Neilson (208) 288-1991
Larned, KS	John Drew Superintendent (620) 285-8513	1.0/4.0	100	(1) 6' (9) Tray Eutek HeadCell® (1) 24" Eutek TeaCup® (1) 1.0 yd³/hr Eutek Grit Snail®	Bucher, Willis & Ratliff Chad Lawson (785) 827-3603
Lincoln, NE North East WWTP	Doug Stevens (402) 441-7846 Floyd Anderson (402) 309-5339	30.0/40.0	150	(4) 9' 5 Tray Eutek HeadCell® (2) 32" Eutek SlurryCup™ (2) 2.0 yd³/hr Eutek Grit Snail®	Black & Veatch Amy Klierer (913) 458-3874
Littleton-Englewood, CO	Chong Woo (303) 762-2600	50.0/100.0	200	(2) 12' (13) Tray Eutek HeadCell® (2) 42" Eutek SlurryCup™ (2) 2.0 yd³/hr Eutek Grit Snail®	Brown & Caldwell Renee Paplow (614) 410-6144
Livingston, MT	Steve Briggs Chief Plant Operator (406) 222-3850	1.4/4.6	100	(1) 6' (10) Tray Eutek HeadCell® (1) 24" Eutek TeaCup® (1) 1.0 yd³/hr Eutek Grit Snail®	CTA Nelson Engineering Brian Rippy (406) 220-0104
Lynden, WA	Tamara Adams Plant Manager (360) 354-0633	2.2/6.8	100	(2) 6' (8) Tray Eutek HeadCell® (1) 32" Eutek SlurryCup™ (1) 1.0 yd³/hr Eutek Grit Snail®	EarthTech
Martinsville, IN	Paul Moore Superintendent (765) 342-3242	2.2/7.0	105	(1) 9' (6) Tray Eutek HeadCell® (1) 24" Eutek SlurryCup™ (1) 2.0 yd³/hr Eutek Grit Snail®	Hannum, Wagle & Cline
Maryville, TN	Steve Law (865) 883-3243	4.0/43.0	100	(2) 12' (12) Tray Eutek HeadCell® (2) 32" Eutek SlurryCup™ (2) 2.0 yd³/hr Eutek Grit Snail®	JR Wauford & Company Kevin Young (865) 984-9638
Mid-Cameron, PA	George Jones Scott Gleelen (814) 486-6581	1.0/3.7	150	(1) 6' (5) Tray Eutek HeadCell® (1) 24" Eutek TeaCup®	Herbert, Rowland & Grubic, Inc. (814) 238-7117
Millsboro, DE	Richard Buckler Plant Manager (302) 249-9831	3.0/9.5	100	(1) 9' (9) Tray Eutek HeadCell® (1) 24" Eutek SlurryCup™ (1) 1.0 yd³/hr Eutek Grit Snail®	Cabe Associates Steve Lewandowski (302) 674-9279
Mission TX	Emilio Garcia Superintenenent (956) 580-8788	9.0/27.0	150µ	(1) 12' (9) Tray Eutek HeadCell® (1) 32" Eutek TeaCup®	Melden & Hunt, Inc. (956) 381-0981
Newton, IA Newton South WWTP	Scott Hindman Assistant Mng. Operator (641) 792-3422	1.0/13.0	130	(2) 6' (10) Tray Eutek HeadCell® (2) 24" Eutek SlurryCup™ (1) 2.0 yd³/hr Eutek Grit Snail®	Fox Engineering
North Battleford, SK	Cliff Dyke Operator (306) 441-0515	1.9/3.1	100	(1) 9' (3) Tray Eutek HeadCell® (1) 24" Eutek TeaCup®	Stantec
North Vernon, IN Jennings NW Regional Utilities	Jeffery Fish Utility Manager (812) 592-0920	0.34/1.7	106	(1) 6' (4) Tray Eutek HeadCell® (1) 24" Eutek TeaCup® (1) 1.5 Decanter	Commonwealth Engineers, Inc. 317-888-1177
Odem, TX Odem South WWTP	Jay Operator (361) 537-6594	0.475/1.7	150µ	(1) 4' (6) Tray Eutek HeadCell® (1) 24" Eutek TeaCup® (1) 1.0 yd³/hr Eutek Grit Snail®	HRM Environmental (218) 343-1991



Location	Contact	Plant Ave/Peak Flow, mgd	Peak Flow Cut Point Performance, µ	Equipment	Engineer
Olathe, KS Harold Street WWTP	Joe Foster Superintendent (913) 971-9041	3.2/25.0	150	(2) 9' (6) Tray Eutek HeadCell® (1) 32" Eutek TeaCup®	CDM
Oneida, NY	Tim Porter Operator (740) 867-8700	10.0	125	(1) 9' (7) Tray Eutek HeadCell®	O'Brien & Gere Bartlomiej Dlugi (315) 437-6100
Ottawa, IL WWTP	Bob Shull Superintendent (815) 433-0245	4.0/8.0	100	(1) 9' (8) Tray Eutek HeadCell® (1) 24" Eutek SlurryCup™ (1) 1.0 yd³/hr Eutek Grit Snail®	Crawford, Murphy & Tilley
Ottawa, IL Phase II	Bob Shull Superintendent (815) 433-0246	4.0/8.1	100	(1) 9' (8) Tray Eutek HeadCell®	Crawford, Murphy & Tilley
Parkseville/Qualicum, BC French Creek PCC	Harold Halvorson (250) 248-5795	3.4/10.5	100	(1) 9' (10) Tray Eutek HeadCell® (1) 24" Eutek TeaCup®	Associated Engineering Leif Marmolejo (604) 293-1411
Park City, KS Chisholm Creek WWTF	Randall Harris Utility Manager (316) 838-4748	20.5	150	(1) 12' (7) Tray Eutek HeadCell® (1) 32" Eutek SlurryCup™ (1) 2.0 yd³/hr Eutek Grit Snail®	BWR (785) 827-3603
Pen Argyl, PA	Jeff Markovitz Superintendent (610) 863-5421	1.35/3.25	100	(1) 6' (7) Tray Eutek HeadCell® (1) 24" Eutek TeaCup® (1) 1.5 yd³ Decanter	ARRO Consulting (610) 3747-5285
Peru, IN WWTP	Mike Dahlquist Superintenenent (765) 473-6681	8.0/26.0	100	(2) 9' (12) Tray Eutek HeadCell® (2) 32" Eutek SlurryCup™ (1) 3.0 yd³/hr Eutek Grit Snail®	ATS Engineering
Peru, IN Grissom AFB	Mike Dahlquist Superintendent (765) 473-6681	2.6/9.0	100	(1) 12' (5) Tray Eutek HeadCell® (1) 24" Eutek SlurryCup™ (1) 1.0 yd³/hr Eutek Grit Snail®	CMT (317) 298-4500
Plainfield, IN North WWTP	Jason Castetter Superintendent (317) 839-3490	12.0	110	(2) 9' (5) Tray Eutek HeadCell® (2) 24" Eutek SlurryCup™ (1) 2.0 yd³/hr Eutek Grit Snail®	Butler, Fairman & Seufert, Inc. (317) 713-4615
Reedy Creek, FL	Charlie Reed Manager (407) 824-7448	20.0/40.0	110	(4) 12' (5) Tray Eutek HeadCell® (2) 32" Eutek SlurryCup™ (2) 2.0 yd³/hr Eutek Grit Snail®	PBS&J
Romeoville, IL	Dan McKay (815) 886-1069	15.0/20.0	100/125	(1) 9' (14) Tray Eutek HeadCell® (1) 24" Eutek SlurryCup™ (1) 1.0 yd³/hr Eutek Grit Snail®	Baxter & Woodman
Saginaw, MI	Jeanette Best Plant Manager (989) 759-1630	70.0/100.0	100/125	(4) 12' (11) Tray Eutek HeadCell® (2) 42" Eutek SlurryCup™ (2) 3.0 yd³/hr Eutek Grit Snail®	Hubble, Roth & Clark
Sharon, PA Mercer County WWTP	Todd Carenbauer Superintendent (724) 983-3239	8.66/34.0	170	(4) 6' (10) Tray Eutek HeadCell® (2) 32" Eutek SlurryCup™ (1) 2.0 yd³/hr Eutek Grit Snail®	MS Consultants Steve Zappia (330) 744-1791
Spencer, IN	Shelley Edwards Operator (812) 585-0185	0.7/2.8	100	(1) 6' (6) Tray Eutek HeadCell® (1) 24" Eutek TeaCup® (1) 1.5 yd³ Decanter	GRW Engineers, Inc.
St. Bernard Parish, LA Munster WWTP	Steve Lombardo Superintendent (504) 271-1681	14.7/50.0	106	(3) 12' (9) Tray Eutek HeadCell® (3) 32" Eutek SlurryCup™ (3) 2.0 yd³/hr Eutek Grit Snail®	CDM (214) 346-2800
St. Petersburg, FL North West WWTP	John Niles Lead Operator (727) 892-5311	11.0/38.4	100	(2) 12' (10) Tray Eutek HeadCell® (2) 32" Eutek SlurryCup™ (2) 2.0 yd³/hr Eutek Grit Snail®	Parsons Engineering
Surf City, NC	Steve Smith Superintendent (910) 470-5065	1.5/3.75/7.5	110/212	(1) 6' (7) Tray Eutek HeadCell® (1) 24" Eutek TeaCup® (1) 1.5 yd³ Decanter	Cavanaugh & Associates William Simmons (910) 392-4462
Swift Current, Sask., Canada	Tim Cox Superintendent (306) 778-2725	0.16/1.9	100	(1) 9' (2) Tray Eutek HeadCell® (1) 24" Eutek TeaCup®	Stantec
Thomasville, NC Hamby Creek WWTP	Misty Conder (336) 475-4246	6.0/15.0	100	(1) 12' (8) Tray Eutek HeadCell® (1) 32" Eutek SlurryCup™ (1) 2.0 yd³/hr Eutek Grit Snail®	J.N. Pease Associates Don Garbrick (614) 410-6144
Three Oaks, FL	Jerry Johnson Lead Operator (239) 267-0387	9.0/22.5	105	(1) 12' (11) Tray Eutek HeadCell® (1) 32" Eutek SlurryCup™ (1) 2.0 yd³/hr Eutek Grit Snail®	Boyle Engineering (407) 513-8205
Union- Rome, OH	Tim Porter Operator (740) 867-8700	2.0/7.0	100	(2) 9' (7) Tray Eutek HeadCell® (1) 24" Eutek SlurryCup™ (1) 1.0 yd³/hr Eutek Grit Snail®	E.L. Robinson Engineering
Willits WWTF, CA	JC England (707) 459-5028 (407) 896-0509	1.0/7.0/10.0	100/125	(1) 9' (7) Tray Eutek HeadCell®	SHN Consulting Engineers Diana Steele (707) 441-8854



Location	Contact	Plant Ave/Peak Flow, mgd	Peak Flow Cut Point Performance, μ	Equipment	Engineer
Wilmington, NC	Roger Colee Chief Operator (910) 332-6563	16.0/40.0	100	(3) 12' (7) Tray Eutek HeadCell® (3) 32" Eutek SlurryCup™ (3) 2.0 yd³/hr Eutek Grit Snail®	Hazen & Sawyer David Nailor (919) 833-7152
Wylie, TX South Mesquite Creek Regional WWTP	Don Fisher Sr. Plant Supervisor (972) 442-5405	33.0/82.5	215	(2) 12' (10) Tray Eutek HeadCell® (2) 42" Eutek SlurryCup™ (2) 3.0 yd³/hr Eutek Grit Snail®	CDM (214) 346-2800

## **REFERENCE CHECKS HEADWORKS IMPROVEMENTS Eutek Grit Removal Systems**

**WWTP Plant:** Northeast WWTP, Lincoln, Nebraska  
**Contact:** Steve Crisler (402) 441-7966  
**Installation Date:** 2011

**Equipment Information:**

- Peak flow of 40 mgd
- Four 9' diameter 5 tray Headcell units (95% removal of 150 micron and larger particles at peak flow)
- 200 gpm Fairbanks Morse recessed impeller grit pumps
- Two 32" Slurrycups (50 micron)
- Two 2 cy/hr Grit Snail.
- 3/8" mechanically cleaned bar screens ahead of grit removal

The Headcells were installed into two existing aerated grit basins. Each basin contains two Headcells. Stainless steel channels were constructed to distribute flow to each of the Headcells. Stainless steel slide gates are used to start or stop flow to each Headcell. Fluidizing water is piped to the pump suction line at the bottom of the Headcell. Recessed impeller pumps are used to pump the grit slurry from each Headcell and convey flow to the Slurrycups. Valving and piping connections allow either Slurrycup to be used with either basin in a manual mode. This capability is not used and each basin is allocated to a Slurrycup. Each Slurrycup discharges to a Grit Snail for dewatering. Slurrycups and Grit Snails are located on the upper level allowing for direct discharge into 2 yard grit containers. The containers allow any remaining free water to drain from the grit.

Prior to the design of the system, Black & Veatch, along with City staff, visited multiple installations included Council Bluffs, IA; Greencastle, IN; Newton, IA; and Olathe, KS. In all cases, the owner was happy with the performance of the equipment, support from the manufacturer, and quality of the equipment.

The system was placed into operation in 2011. Overall the system has performed well and the Owner is happy with the performance and overall maintenance is limited. Flows have been relatively low since the system was placed into operation. Average flows are about 4-5 mgd. Under normal flows one basin and one Headcell kept in service. Basins are rotated into service monthly. Headcells are sprayed down when they are taken out of service.

**WWTP Plant:** Harold Street WWTP, Olathe, Kansas  
**Contact:** Joe Foster (913) 971-9041  
**Installation Date:** 2004

Equipment Information:

- Peak Flow 25 mgd
- Average flow 3.2 mgd
- Two 9' diameter 6 tray Headcell units (95% removal of 200 micron and larger particles at peak flow)
- Two 200 gpm Hayward Gordon vertical cantilever, recessed impeller grit pumps (vortex/self-priming installation)
- One 32" TeaCup (95% removal of 100 micron and larger particles at design flow)
- Standard Wemco classifier (1.1 cu yd/hr capacity)
- 3/8" mechanically cleaned bar screens ahead of grit removal

The Headcells were installed into two existing aerated grit basins to increase hydraulic capacity and overall performance of the system. Each basin contains one Headcell. Vertical cantilever pumps in a self-priming arrangement pump grit slurry from the bottom of the Headcells to one Teacup. The Teacup discharges to a traditional grit classifier with helical screw grit removal. Dewatered grit is discharged into a 2 yard container.

**WWTP Plant:** Cedar Creek WWTP, Olathe, Kansas  
**Contact:** Joe Foster (913) 971-9041  
**Installation Date:** May 2012

Equipment Information:

- Peak Flow 50 mgd
- Two 12' diameter 8 tray Headcell units (95% removal of 160 micron and larger particles at peak flow)
- Two 400 gpm Wemco recessed impeller grit pumps
- Two 42" Slurrcups (95% removal of 50 micron and larger particles at design flow)
- One Grit Snail (4.0 cu yd/hr capacity)
- 3/8" mechanically cleaned bar screens ahead of grit removal

The Owner elected to preselect the Eutek grit removal system based on the performance of their Eutek system at their Harold St. WWTP. At Cedar Creek WWTP, the Headcells were installed in newly constructed concrete basins housing one Headcell each. The basins are installed directly downstream of 3/8" mechanically cleaned bar screens. Each grit basin is isolated by slide gates to start and stop flow. Fluidizing water is provided to the collector of each Headcell. Recessed impeller grit pumps are used to pump grit slurry from each Headcell to the Slurrcups. Both Slurrcups discharge to a single Grit Snail for dewatering. The Slurrcups and Grit Snail are located on an upper floor and discharge approximately 30 feet down to a dumpster. The discharge pipe from the Grit Snail has been provided with an automatic bagging system to reduce odor.

The system was placed into operation in May 2012. When the system was placed into initial operation, the grit for disposal was very wet and sloppy. After startup, Eutek returned to fine-tune the system. Since that visit, the quality of the disposed grit has improved and is less wet. The disposed grit has limited odor. The supply water for the Slurrcups and Grit Snail has had reliability problems with pressure and material in the line which is believed to have contributed to some of the initial operational problems with the grit removal system.

Each Headcell is designed for a peak flow of 25 mgd. Average plant flows are about 4 mgd. Only one Headcell is kept in service at a time. The Owner rotates between Headcells/pumps/Slurrcups weekly. When a Headcell is out of service it is isolated with an inlet slide gate and not dewatered. The Headcell units were design to add four additional trays in the future to increase the total capacity to 75 mgd.

**WWTP Plant:** Council Bluffs, IA  
**Contact:** Hank Pangelina, (712) 328-4642  
**Installation Date:** 2004

Equipment Information:

- Four 12' diameter 7 tray Headcell units (95% removal of 75 micron and larger particles at peak flow)
- 200 gpm Fairbanks Morse recessed impeller grit pumps
- Two 32" Slurrcups
- One 4 cy/hr Grit Snail.
- 3/8" mechanically cleaned bar screens

The Headcells were installed into two existing aerated grit basins. Each basin contains two Headcells. Stainless steel channels were constructed to distribute flow to each of the Headcells. Stainless steel slide gates are used to start or stop flow to each Headcell. Fluidizing water is piped to the pump suction line at the bottom of the Headcell. Recessed impeller pumps are used to pump the grit slurry from each Headcell and convey flow to the Slurrcups. Both Slurrcups discharge to a single Grit Snail for dewatering. Ballcentric valves are used on the grit piping.

The system was placed into operation in 2004 and was the first 12-foot diameter Headcell installation. The initial Headcell trays shipped to site contained voids in the material. Eutek recognized this fabrication deficiency and provided new trays for the project. Overall the system has performed well and the Owner is happy with the performance and overall maintenance is limited. The flooding experienced in 2011 overwhelmed the system with grit and they experienced plugging of the Slurrcups that required manual cleanup. Aside from the challenges associated with the 2011 flood, overall performance has been excellent. Grit product has minimal organic content and limited odor. Average flows are about 7 mgd. Under normal flows one basin is kept in service. Basins are rotated into service quarterly. Headcells are sprayed down when they are taken out of service. Both basins and all four Headcells are placed into operation during wet weather event. System is design for 75 micron removal at 35 mgd.

One of the biggest construction challenges for the Contractor during construction was the concrete cone with concrete fill. It was difficult getting the right shape with little working room.

RESOLUTION 2012-362

WHEREAS, Waste Water Division is specifying Grit Collection Equipment for a construction project entitled the Headwork's Improvements Project, WWTP-2013-1; and

WHEREAS, City Staff in conjunction with, consulting Engineer; Black & Veatch, and City Administration recommends that Hydro International of Hillsboro, Oregon, and their Eutek products, as pre-selected equipment for grit collection systems; and

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, authorizing city staff to add the specifying language to the bidding documents for Headworks Improvements Project, WWTP-2013-1, that shall list Hydro International of Hillsboro, Oregon, Eutek equipment, as pre-selected equipment for grit collection systems.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, December 18, 2012.

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

Attest:

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

Approved as to Form	☐ _____
December 15, 2012	☐ City Attorney



# City of Grand Island

Tuesday, December 18, 2012

Council Session

## Item G15

**#2012-363 - Approving Interdepartmental Fund Transfer for  
Utility Relocation at the Broadwell Avenue/Burlington Northern  
Santa Fe Railroad Crossing**

Staff Contact: Terry Brown, Interim Public Works Director

# **Council Agenda Memo**

**From:** Scott Griepenstroh, PW Project Manager

**Meeting:** December 18, 2012

**Subject:** Approving Interdepartmental Fund Transfer for Utility Relocation at the Broadwell Avenue/Burlington Northern Santa Fe Railroad Crossing

**Item #'s:** G-15

**Presenter(s):** Terry Brown, Interim Public Works Director

## **Background**

Through a contract with J.I.L. Asphalt Paving Company of Grand Island, Nebraska, in the final amount of \$116,641.64, the City completed the Broadwell Avenue Shoulder Improvement – Capital Avenue to the Veteran's Athletic Fields.

The project consisted of placing 6' wide asphalt shoulders on the east and west sides of Broadwell Avenue from the intersection of Capital Avenue north to the Veteran's Athletic Field Complex entrance.

## **Discussion**

The southeast signal cantilever has to be relocated due to the surfaced shoulder. The Engineering Division of the Public Works Department worked with the Line Division of the Utility Department to install taller poles and realign the power line at the Broadwell Avenue/ Burlington Northern Santa Fe Railroad (BNSFRR) crossing to accommodate clearance

The crossing panels and surfaced shoulders on BNSFRR right of way will not be constructed until this crossing is reconstructed under their Double Track project.

Public Works Administration is requesting an interdepartmental transfer of \$20,000.00 to the City of Grand Island Utilities Department in providing labor services, material and equipment, for services completed.



## **Alternatives**

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

1. Move to approve a resolution authorizing an interdepartmental transfer of \$20,000.00 to the City of Grand Island Utilities Department in providing labor services, material and equipment.
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 an interdepartmental transfer of \$20,000.00 be approved for labor services, material and equipment provided by the City of Grand Island Utilities Department.

## **Sample Motion**

Move to approve interdepartmental transfer.



Utilities Department 100 E 1st St, PO Box 1968  
Grand Island NE 68802-1968 (308) 385-5480

Pay your bill on-line.

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

SERVICE ADDRESS:  
BROADWELL AVE & BNSF

ACCOUNT NUMBER: 202-74510-5

BILLING DATE: 11/29/2012

\*\* MERCHANDISE BILL \*\*

AMOUNT DUE
20,000.00

GRAND ISLAND PUBLIC WORKS DEPT  
CITY HALL  
PO BOX 1968  
GRAND ISLAND NE 68802

PO BOX 1968  
GRAND ISLAND NE 68802-1968

AMOUNT PAID \_\_\_\_\_

PLEASE DETACH AND RETURN TOP PORTION WITH PAYMENT.

CITY OF GRAND ISLAND UTILITIES DEPARTMENT 100 E 1st ST, PO BOX 1968  
GRAND ISLAND NE 68802-1968 (308) 385-5480 [www.grand-island.com](http://www.grand-island.com)

**MERCHANDISE BILLING:**

ACCOUNT NUMBER: 202-74510-5  
BILLING DATE: 11/29/2012  
SERVICE DATE: 10/22/2012

GRAND ISLAND PUBLIC WORKS DEPT  
BROADWELL AVE & BNSF  
CITY HALL  
PO BOX 1968  
GRAND ISLAND NE 68802

WORK ORDER # 7014

MATERIALS @ 11,516.33, 211 HRS LABOR @ 9,488.67  
68, 114 HRS EQUIPMENT @ 6,638.75 TO REPLACE  
POLE TO RAISE PRIMARY WIRE TO ACCOMODATE  
MOVING RAILROAD CROSSING ARMS AT BROADWELL AV  
& BNSF MINUS NOT TO EXCEED AMOUNT FOR A TOTAL  
OWED OF \$20,000

MATERIAL NON TAXABLE AMOUNT  
LABOR AND OVERHEAD NON TAXABLE AMOUNT

11,516.33  
8,483.67

**Voucher #**

PO #		
Vendor #		
Invoice #		
Description		
Approved by		Date
Org-obj#		Amount

If you pay by check, we may process as  
an electronic fund transfer. You will  
not get your check back from your bank.  
Funds may be debited from your bank  
account the same day you pay your bill.

TOTAL AMOUNT DUE

20,000.00

RESOLUTION 2012-363

WHEREAS, the Broadwell Avenue Shoulder Improvement t – Capital Avenue to the Veteran's Athletic Fields consisted of placing 6' wide asphalt shoulders on the east and west sides of Broadwell Avenue from the intersection of Capital Avenue north to the Veteran's Athletic Field Complex entrance; and

WHEREAS, the southeast signal cantilever for the Burlington Northern Santa Fe Railroad has to be relocated due to the surfaced shoulder; and

WHEREAS, The Engineering Division of the Public Works Department has worked with the Grand Island Utilities Department to install taller poles and realign the power line at the Broadwell Avenue/Burlington Northern Santa Fe Railroad crossing to accommodate clearance; and

WHEREAS, an interdepartmental transfer of \$20,000.00 to the City of Grand Island Utilities Department in providing labor services, material and equipment is required by procurement code; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that an interdepartmental transfer of \$20,000.00 to the City of Grand Island Utilities Department in providing labor services, material and equipment for the installing taller poles and realigning the power line at the Broadwell Avenue/Burlington Northern Santa Fe Railroad crossing is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, December 18, 2012.

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

Attest:

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

Approved as to Form	☐ _____
September 13, 2011	☐ City Attorney



# City of Grand Island

Tuesday, December 18, 2012

Council Session

## Item G16

**#2012-364 – Approving CenturyLink Addendum**

Staff Contact: Jaye Monter

# **Council Agenda Memo**

**From:** Jaye Monter, Finance Director

**Meeting:** December 18, 2012

**Subject:** Approving Century Link Addendum

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

**Presenter(s):** Jaye Monter, Finance Director and Andrew Duey, City of Grand Island Network Consultant - Duey's Computer Service, Inc.

## **Background**

On October 23, 2012, City Council approved Resolution 2012-307 for the replacement of the 19 year old telephone system located in City Hall. Currently there are 29 analog circuits that serve departments located in City Hall with the exclusion of those dedicated to Emergency Management. As part of the upgrade in technology for the new phone system we would like to upgrade the monthly telephone service with Century Link to include an ISDN (Integrated Services Digital Network) PRS (Primary Rate Service) technology or more commonly referred to as a PRI (Primary Rate Interface).

## **Discussion**

Our final step with the new phone system installation will be the installation of a 23 channel PRI and 300 DID's (Direct Inward Dialing). A PRI will add additional flexibility because a channel can carry any type of connection and lines can be dynamically allocated based on departmental needs. Purchasing a block of DID's will minimize the need for the current telephone tree and allow a caller to directly call a department or dial directly to an individual staff line.

Three quotes were received for a standard PRI. The lowest pricing is using the State of Nebraska Service Contract with Century Link for \$488 per month with no installation cost. Along with the monthly recurring cost of the PRI, 300 DID's will cost \$.15 each per month with a onetime setup charge of \$1 per number. Total monthly recurring cost will be \$533 (\$488 + \$45(DID's) to upgrade to this technology.

We currently use the State of Nebraska Service Contract pricing with Century Link and pay \$14.25 per line before taxes, fees and listing charges. Those 29 lines amount to

\$413.25 per month. Adding the PRI service will eliminate the \$413.25 per month and change the monthly phone line charges to \$533, thereby increasing by \$119.75 per month.

### **Alternatives**

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

1. Approve the participating addendum with Century Link using the State Contract pricing of \$488 per month with no installation charge and the addition of 300 DID's in the amount of \$45 per month with a \$300 setup charge.
2. Deny the upgraded technology for the newly purchased phone system.
3. Postpone the issue to a future date
4. Take no action on the issue

### **Recommendation**

City Administration recommends that the Council approve upgrading the telephone service in City Hall with Century Link to an ISDN PRI for a monthly recurring cost of \$533 before taxes, fees and listing charges.

### **Sample Motion**

Move to approve the addendum agreement with Century Link to install an ISDN PRI in City Hall in the amount of \$488 per month before taxes, fees and listing charges and additional charges of \$45 per month with a \$300 setup charge.

Agreement Number: \_\_\_\_\_  
Billing Number: \_\_\_\_\_

**PARTICIPATING ADDENDUM  
FOR  
CENTURYLINK LOYAL ADVANTAGE VOICE MASTER SERVICE AGREEMENT  
STATE OF NEBRASKA QC BULK RATED ISDN PRS AND/OR DSS ADVANCED AND/OR UAS SERVICE  
BETWEEN  
CITY OF GRAND ISLAND  
AND  
QWEST COMMUNICATIONS COMPANY, LLC D/B/A CENTURYLINK QCC**

The undersigned hereby represents, acknowledges, and agrees as follows:

1. The undersigned is a State of Nebraska participating eligible purchaser. Such participating eligible purchaser requests CenturyLink telecommunication services ("Service(s)") pursuant to the terms and conditions of the CenturyLink Loyal Advantage Voice Master Service Agreement by and between Qwest Communications Company, LLC d/b/a CenturyLink QCC, including its subsidiaries ("QCC" or "CenturyLink") and State of Nebraska ("Customer") effective as of March 31, 2011, Content ID:352533, as amended, including its Exhibits and Attachments (hereafter the "Underlying Agreement").

2. The undersigned participating eligible purchaser (also referred to as "Customer") is executing this Participating Addendum for the purpose of purchasing Service from CenturyLink pursuant to the Underlying Agreement. Customer will be subject to all terms and conditions of this Participating Addendum and the Underlying Agreement. Customer will be responsible for any and all use of Services under this Participating Addendum and the Underlying Agreement, including but not limited to responsibility for payment obligations. Customer will be CenturyLink's customer of record for the Services provided to Customer under this Participating Addendum and the Underlying Agreement.

**3. DESCRIPTION OF SERVICES.**

(a) **ISDN PRS.** If Customer purchases ISDN PRS, Qwest Corporation d/b/a CenturyLink QC ("QC" or "CenturyLink") will provide digital intraLATA, intrastate, switched local exchange telecommunications service utilizing ISDN PRS technology that transports and distributes voice, data, image, and/or facsimile communications separately or simultaneously over the public, switched, local exchange network. An ISDN PRS circuit includes a DS1 facility, an ISDN PRS service configuration, and trunks. ISDN PRS operates at 1.544 megabits per second (Mbps). ISDN PRS may be configured as 23 B channels and one D channel, 24 B channels only (24B), or 23 B channels and one back-up D channel (23B+BUD). Each B channel transmits voice or data at 64 kilobits per second (Kbps). The D channel carries signaling information at 64 Kbps.

(b) **ISDN PRS-UAS.** If Customer purchases ISDN PRS, Customer may also select Uniform Access Solution service as an optional feature as that service is defined in the Tariff under Primary Rate Service. An ISDN PRS-UAS circuit provides digital service with single-number route indexing, which includes a DS1 facility with common equipment, and a network connection which provides for local exchange, toll network access. Each DS1 facility utilizes the channels configured as: (i) in-only trunking; or (ii) two-way trunking.

4. **TERM.** This Participating Addendum is effective on the latest signature date and will expire co-terminously with the Term of the State of Nebraska QC Bulk Rated ISDN PRS and/or Bulk Rated DSS Advanced and/or Bulk Rated UAS Service Exhibit in the Underlying Agreement.

5. **PRIMARY CONTACT.** The primary Customer contact individual for this Participating Addendum is as follows:

Name: City of Grand Island  
Phone: 308 385-5400  
Email: RobynS@grand-island.com

6. This Participating Addendum and the Underlying Agreement set forth the entire agreement between the parties and supercede all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Participating Addendum and the Underlying Agreement will not be added to or incorporated into this Participating Addendum or the Underlying Agreement, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Participating Addendum and the Underlying Agreement will prevail and govern in the case of any such inconsistent or additional terms.

IN WITNESS WHEREOF, the parties have executed this Participating Addendum as of the date of execution by all parties below.

**Customer: CITY OF GRAND ISLAND**

**Qwest Communications Company, LLC d/b/a  
CenturyLink QCC**

DocuSigned by:

*Mikle Fizer*

\_\_\_\_\_  
Authorized Signature of Participant

\_\_\_\_\_  
Authorized Signature

Mikle Fizer

\_\_\_\_\_  
Name Typed or Printed

\_\_\_\_\_  
Name Typed or Printed  
Sales Manager

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title  
12/10/2012

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Address for Notices:  
City of Grand Island  
PO Box 1968  
Grand Island, NE 68802

Address for Notices:  
CenturyLink  
1801 California Street, 9<sup>th</sup> Floor  
Denver, Colorado 80202  
Attn: Legal Department

Approved: *RJH*  
12/12/12 City Attorney



CENTURYLINK LOYAL ADVANTAGE® VOICE MASTER SERVICE AGREEMENT  
STATE OF NEBRASKA QC BULK RATED ISDN PRS AND/OR DSS ADVANCED AND/OR UAS SERVICE EXHIBIT

Pricing Attachment

City of Grand Island  
Customer

Service Term: expiration 06-30-2014 Months

AQCB Contract Number:				
Service Location including City and State	Circuit ID or BTN	Type of Service & (USOC)	Qty.	Higher Facility (Yes or No)
100 E 1 <sup>st</sup> St	NA	Z4D	1	NO
Total MRC:				488.00

RESOLUTION 2012-364

WHEREAS, the City of Grand Island is a State of Nebraska participating eligible purchaser; and

WHEREAS, the City of Grand Island is executing the Participating Addendum for the purpose of purchasing Service from Century Link pursuant to the Underlying Agreement; and

WHEREAS, the City of Grand Island will be provided an ISDN PRS/PRI technology to transport communications in the amount of \$488 per month; and

WHEREAS, the City of Grand Island will obtain 300 DID's in the amount of \$45 per month with a setup charge of \$300, to be utilized with the Voice Communication System approved by ordinance 2012-307; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Participating Addendum with CenturyLink in the amount of \$488 for the City of Grand Island is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, December 18, 2012.

---

Jay Vavricek, Mayor

Attest:

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RaNae Edwards, City Clerk

Approved as to Form	☐ _____
December 15, 2012	☐ City Attorney



# City of Grand Island

Tuesday, December 18, 2012

Council Session

## Item I1

**#2012-365 - Consideration of Request from Bocho's, Inc. dba San Pedro's Mexican Restaurant, 2418 N. Webb Road, Suite A for a Class "I" Liquor License and Liquor Manager Designation for Bernice Real, 2010 West 39th Street, Apt. A, Kearney, NE**

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

Staff Contact: RaNae Edwards

RESOLUTION 2012-365

WHEREAS, an application was filed by Bocho's, Inc. doing business as San Pedro's Mexican Restaurant, 2418 N. Webb Road, Suite A for a Class "I" Liquor License; and

WHEREAS, a public hearing notice was published in the *Grand Island Independent* as required by state law on December 8, 2012; such publication cost being \$16.77; and

WHEREAS, a public hearing was held on December 18, 2012 for the purpose of discussing such liquor license application.

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

\_\_\_\_\_ The City of Grand Island hereby recommends approval of the above-identified liquor license application contingent upon final inspections.

\_\_\_\_\_ The City of Grand Island hereby makes no recommendation as to the above-identified liquor license application.

\_\_\_\_\_ The City of Grand Island hereby makes no recommendation as to the above-identified liquor license application with the following stipulations:

\_\_\_\_\_

\_\_\_\_\_ The City of Grand Island hereby recommends denial of the above-identified liquor license application for the following reasons: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ The City of Grand Island hereby recommends approval of Bernice Real, 2010 West 39<sup>th</sup> Street, Apt. A, Kearney, NE as liquor manager of such business contingent upon completing a state approved alcohol server/seller program.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, December 18, 2012.

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

Attest:

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

Approved as to Form	☐ _____
December 15, 2012	☐ City Attorney



# City of Grand Island

Tuesday, December 18, 2012

Council Session

## Item I2

**#2012-366 - Consideration of Agreement with NDOR for Fiscal Year 2013 Statewide Planning Research (SPR) Agreement (Metropolitan Planning Organization Startup)**

Staff Contact: Terry Brown, Interim Public Works Director

# **Council Agenda Memo**

**From:** Terry Brown, Manager of Engineering Services

**Meeting:** December 18, 2012

**Subject:** Approving Agreement with NDOR for Fiscal Year 2013  
Statewide Planning Research (SPR) Agreement  
(Metropolitan Planning Organization Startup)

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

**Presenter(s):** Terry Brown, Interim Public Works Director

## **Background**

All agreements must be approved by the City Council. The Nebraska Department of Roads has reserved planning dollars that are available to the City of Grand Island for the formation of the Metropolitan Planning Organization (MPO).

## **Discussion**

The Nebraska Department of Roads has drawn up a Planning Agreement with the City of Grand Island for the purpose of providing financial assistance to the Local Public Agency (LPA) to help defer the City's startup expenses as a new MPO for Fiscal Year 2013. The schedule for commencement of the agreement is January 2, 2013.

The maximum amount of cash support from the State under this agreement is \$50,000.00 in Statewide Planning and Research (SPR) Funds for Fiscal Year 2013, which ends June 30, 2013. The Federal share on any portion of this project will be a maximum of 80% of the eligible costs. The local 20% (\$12,500.00) funds would be the City's obligation and can be part of in-kind services (staff time & expenses). Total cost is expected to be \$62,500.00.

The City of Grand Island will be designated an MPO no later than March 26, 2012.

## **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 a resolution authorizing the Mayor to sign the agreement.

### **Sample Motion**

Move to approve authorization for the Mayor to sign the agreement.

## PLANNING AGREEMENT

PROJECT NO. SPR-PL-1(50)  
STATE CONTROL NO. 00880  
CITY OF GRAND ISLAND  
STATE OF NEBRASKA, DEPARTMENT OF ROADS  
FY-2013 STATEWIDE PLANNING RESEARCH (SPR) AGREEMENT

THIS AGREEMENT, entered into by the State of Nebraska, Department of Roads (hereinafter referred to as the State) and the City of Grand Island, Nebraska (hereinafter referred to as LPA) for the purpose to provide financial assistance to the LPA to help defer their startup expenses as a new Metropolitan Planning Organizations (MPO) for FY2013 scheduled to be performed commencing January 2, 2013, as outlined in the LPA's Basic Scope of Services and Budget (hereinafter referred to as SOS).

WITNESSETH:

WHEREAS, funding for the LPA's portion of the transportation planning activities is shown in the SOS. The maximum amount of cash support from the State under this Agreement is \$50,000 in Statewide Planning and Research (SPR) Funds for Fiscal Year 2013, ending June 30, 2013; and

WHEREAS, the Federal share on any portion of this project will be a maximum of eighty (80) percent of the eligible costs; and

WHEREAS, the Safe, Accountable, Flexible, Efficient, Transportation Equity Act: A Legacy for Users (SAFETEA-LU) requires that a continuing, comprehensive transportation planning process be carried on cooperatively between state and local governments in urban areas of over 50,000 population; and

WHEREAS, the LPA has agreed to establish and maintain a continuing, comprehensive, and cooperative transportation planning process in the Grand Island Metropolitan Area; and

WHEREAS, Grand Island will be designated an Metropolitan Planning Organization no later than March 26, 2012; and

WHEREAS, the LPA understands that federal funds are involved in the project or activity contemplated under this agreement and understands that in order to qualify for federal aid funds, it must appoint a person to be in Responsible Charge (RC) of the project or activity, as required by the terms of this agreement. RC means the public employee who is fully empowered by the LPA and has actual day-to-day working knowledge and responsibility for all decisions related to all aspects of this study; and

WHEREAS, the State, as part of its planning functions, intends to contribute support to the continuing transportation planning process in urban areas;

Agreement number VL1205



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

SECTION 1. SCOPE OF AGREEMENT

A. The work to be performed under the terms of this Agreement will be conducted in accordance with the SOS included herewith as Exhibit "A" and made a part of this Agreement.

B. LPA's Responsibility

LPA shall:

1. Provide the necessary administration of committees and staff, and consult, collaborate and coordinate with the State to accomplish the objectives of the SOS.
2. Assign qualified LPA staff personnel as needed to execute the LPA's portion of the SOS and oversee the contractual service portion of the SOS.
3. Arrange for and conduct meetings and conferences to review working details and make presentations to the principals, participants and other interested groups and bodies as will best promote and effect cooperation, coordination and understanding in the SOS. Manuals, questionnaires, reports, forms and other technical documents prepared for use in accomplishing the SOS shall be submitted to the State and the Federal Highway Administration for review and approval prior to use.
4. Understand the duties and responsibilities of the Local Public Agency and RC as outlined in the LPA Guidelines Manual for Federal-Aid Projects.
5. Authorize and fully empower the RC to be in day-to-day responsible charge of the subject Federal-aid project; this does not mean merely supervising, overseeing or delegating various tasks, it means active day-to-day involvement in the project including identifying issues, investigating options, working directly with stakeholders, and decision making.
6. Agree to take all necessary actions and make its best good faith efforts to ensure that the RC's work on the project would be deemed to meet the same standards that the State must meet under 23 CFR 635.105.

7. Designate Terry Brown as the RC for projects under this SOS. If, for whatever reason, the designated RC is no longer assigned to the project, the LPA shall, within one day or sooner if possible, notify verbally and in writing the State; after such notification LPA shall replace the RC no later than thirty calendar days or sooner if possible.
8. Select a Consultant following all guidelines and requirements outlined in the State's LPA Guidelines Manual for Federal Aid Projects in regard to the method of procurement, evaluation, selection, and contract types. The selected Consultant must be certified to provide Transportation Planning Services by the State. The LPA shall be responsible to determine that the Consultant is qualified to provide the expertise and experienced personnel to accomplish the required work product. Price cannot be a selection factor. The LPA shall follow any applicable requirements including, but not limited to, requirements defined in Chapter 4 of the LPA Guidelines Manual.

C. State Responsibility

1. The State is authorized to assign qualified personnel as needed to accomplish tasks assigned to or agreed to by the State.
2. The State shall review the Consultant's Scope of Services and provide comments to the LPA.

SECTION 2. DURATION OF AGREEMENT

The LPA agrees to use their best efforts to perform their responsibilities as outlined in the SOS, within the time of this Agreement. The Agreement shall cover all work performed commencing with the fiscal year commencing January 2, 2013 and ending June 30, 2013.

SECTION 3. REIMBURSEMENT AND INVOICING

For performance of the services described in this agreement, the LPA will be reimbursed for direct costs and indirect costs as defined below in this section, that are allowable subject to the terms of this agreement and to all requirements and limitations of the State policies and the federal cost principles contained in 2 CFR 225 – Cost Principles for State, Local and Tribal Governments and the Federal Acquisition Regulation (48 CFR 31). The total agreement amount is \$62,500 of which 80% is the Federal share and 20% is the LPA share.

- A. **Direct costs** must be incurred specifically for the services performed under this agreement, and include:

1. Direct Labor Costs –

(a) Hourly Rates: For time devoted and identified specifically for work under this agreement and based upon actual hours as documented by time reports that account for all hours compensated during the pay period and billed at actual labor rates.

(b) Time Reports: The hours charged to the project must be supported by adequate time distribution records that clearly indicate the distribution of hours to all projects/activities on a daily basis for the entire pay period. Time reports must provide a clear identifying link to the projects: such as project description, project number, pertinent work phase, dates of service, and the individual's name and position (*as required by LPA Manual Chapter 13, paragraph. 13.4.7*). There must be an adequate system of internal controls in place to ensure that time charges are correct and have the appropriate supervisory approval.

2. Labor Fringe Benefits – provided they are:

- a) reasonable,
- b) required either by law, labor agreements or an established policy of the LPA,
- c) are equitably allocated to all activities,
- d) the accounting basis (cash or accrual) is consistently followed by the LPA,
- e) are eligible in accordance with 2 CFR part 225 (OMB Circular A-87), and
- f) the allocation rate has been reviewed and approved by NDOR and/or FHWA for the work under this agreement. Fringe benefit costs include:

(a) Paid Leaves (holiday, vacation, sick, court, military, etc.)

(b) Employer contributions or expenses for:

- (i) Social Security and Medicare
- (ii) Employee life and life insurance
- (iii) Unemployment insurance
- (iv) Worker's compensation insurance
- (v) Retirement/Pension plan costs
- (vi) Other similar benefits

3. Direct Non-labor costs – These costs include all necessary, actual, and allowable costs related to completing the work under the agreement, subject to limitations and restrictions described below and in the Program Agreement, including but not limited to: meals, lodging, mileage, subject to the limitations outlined below; communication costs; reproduction and printing costs; special equipment and materials required for the project; approved equipment

purchases or other capital expenditures necessary for the project: and such other allowable items. The State will reimburse the LPA for all necessary, allowable, eligible and properly documented direct non-labor costs related to the work under this agreement provided that costs of this nature are not also included in an indirect cost rate.

The following expenses will be reimbursed as outlined in this agreement based on actual costs, not to exceed the rates as shown below.

(a) The reimbursement for mileage associated with the use of LPA owned vehicles shall be the prevailing standard rate as established by the Internal Revenue Service (IRS) through its Revenue Procedures. Reimbursement for mileage associated with the use of a privately owned vehicle (POV), is limited to the lesser of:

- 1) The mileage rate which the consultant reimbursed to the person who submitted the claim for POV use, or
- 2) The prevailing standard rate as established by the IRS.

(b) Automobile Rentals and Air Fares will be actual reasonable cost and if discounts are applicable the Consultant shall give the State the benefit of all discounts.

(c) The reimbursement for meal and lodging rates shall be limited to the prevailing standard rate as indicated in the current website address for U.S. General Services Administration's (GSA) rates which is indicated below:

<http://www.gsa.gov/portal/category/100120>

- 1) For the LPA employees to be eligible for the meal allowance, the following criteria must be met.

Breakfast: (a) Employee is required to depart at or before 6:30 a.m., or  
(b) Employee is on overnight travel.

Lunch: (a) Employee must be on overnight travel. No reimbursement for same day travel.  
(b) Employee is required to leave for overnight travel at or before 11:00 a.m., or  
(c) Employee returns from overnight travel at or after 2:00 p.m.

Dinner: (a) Employee returns from overnight travel or work location at or after 7:00 p.m., or  
(b) Employee is on overnight travel.

Meals are not eligible for reimbursement if the employee eats within 20 miles of the headquarters town of the employee.

The LPA shall note the actual lodging and meal costs in a daily diary, expense report, or on the individual's time report along with the time of departure to the project and time of return to the headquarters town. The total daily meal costs must not exceed the GSA rates set out above.

B. **Indirect Cost Rates** are incurred for common purposes and provide a benefit to the entire organizational entity. These costs are recovered through an indirect cost rate applied as a percentage to direct labor. LPA's indirect costs will only be allowed under the following conditions:

- 1) The LPA has an indirect cost rate that is supported by an Indirect Cost Allocation Plan (ICAP) which has been developed in accordance with 2 CFR 225 – Cost Principles for State, Local and Tribal Governments [OMB Circular A-87], and
- 2) The indirect cost allocation rate has been approved in advance by NDOR. *(If the LPA has already in place an ICAP which has been reviewed and approved by the LPA's cognizant Federal agency, the ICAP will be considered for acceptance by FHWA and NDOR.)*

C. **Invoices and Progress Reports.** The LPA shall submit invoices to the State no more frequently than at monthly intervals. The invoices must present actual direct and indirect costs, as described above, billed for that period. The invoices must identify each employee by name and classification, the hours worked, and each individual's actual labor cost. Direct non-labor expenses must be itemized and provide a complete description of each item billed.

Each monthly invoice must be substantiated by a progress report which is to include/address, as a minimum:

1. A description of the work completed for that period
2. A description of the work anticipated for the next pay period
3. Information needed from the State
4. Percent of work completed to date
5. A completed "Cost Breakdown Form" which is located on the State's webpage at [www.transportation.nebraska.gov/rfp](http://www.transportation.nebraska.gov/rfp).

If the LPA does not submit a monthly invoice, it shall submit its progress report monthly.

D. **Progress Payments.** Payments will not be made unless the monthly progress reports provide adequate substantiation for the work and whether the State determines that

the work has been properly completed. The State will make a reasonable effort to pay the LPA within 30 days of receipt of the LPA invoices

- E. **Final Invoice.** Upon completion of the work under this agreement, the LPA shall submit their final invoice identifying it as the final invoice.
- F. **Final Payment.** Upon determination that the work was adequately substantiated and satisfactory, reimbursement will be made in the amount of eighty (80) percent of the billed eligible actual costs. The acceptance by the LPA of the final payment will constitute and operate as a release to the State for all claims and liability to the LPA, its representatives, and assigns, for any and all things done, furnished, or relating to the services rendered by or in connection with this agreement or any part thereof.
- G. **Audit and Final Cost Adjustment.** When the work is completed the State will complete an audit review of the payments made under this agreement. The LPA agrees to reimburse the State for any overpayments identified in the audit review, and the State agrees to reimburse the LPA for any identified underpayments. The LPA agrees to pay the State within thirty days after receipt of a billing from the State.
- H. **LPA Cost Record Retention.** The LPA shall maintain, all books, documents, papers, accounting records, and other evidence pertaining to costs incurred and shall make such material available for examination at its office at all reasonable times during the agreement period and for three years from the date of final cost settlement by FHWA under this agreement and project closeout by the State. Such materials must be available for inspection by the State, FHWA, or any authorized representative of the federal government, and when requested, the LPA shall furnish copies.
- I. Payment for partial billings will be determined by multiplying the value of the percentage of work completed by 0.80. In no event may the total interim payments for new funds exceed eighty percent of the value of the total work completed and may not exceed a total amount of \$50,000 for fiscal year 2013.
- J. The LPA shall submit to the State a listing of all LPA personnel positions that may be selected or assigned to the work contemplated herein. Said listing shall indicate the title or classification, qualifications, and salary range of each such position. It is understood that the salaries and expenses of the Mayor of Grand Island, Hall County Board of Supervisors, and the (soon to be formed) Grand Island MPO Officials Committee will not be reimbursable as direct costs to the SOS. It is agreed that

employees of the LPA whose time is directly assignable to the SOS shall keep and sign a time record showing element of SOS, date and hours worked.

- K. It is understood that when utilizing Nebraska SPR Funds for travel expenses related to planning activities outside the MPO area, the MPO will submit detailed travel information to the State either prior to the travel, or submitted with the SPR billing statement. The rate of reimbursement will be that allowed by the State for travel by its own employees.

#### SECTION 4. CHANGES IN THE SOS

- A. If, after consultation with the State, it is determined that changes to the SOS are necessary, written approval by the State and the Federal Highway Administration shall be obtained.
- B. The parties to this Agreement agree to collaborate closely on the decisions affecting the composition, scope and duration of the work and those decisions shall receive the written approval of the State prior to proceeding with the SOS.
- C. If, as the work progresses, major changes in the schedules, funding, scope, character or estimated total cost of the work to be performed is deemed necessary or desirable, adjustments for payment or modification in the performance of the work shall be submitted by supplemental agreement to the State for review and approval by the State and the Federal Highway Administration.

#### SECTION 5. REPORTS

The LPA shall prepare, in cooperation with the State, reports suitable for publication as indicated in the SOS. One (1) hard copy and an electronic copy of a draft and final of each report shall be submitted to the State for review and approval, if appropriate. The State will send an electronic copy of the draft and final reports to FHWA/FTA for their review and approval, if appropriate.

#### SECTION 6. INSPECTION OF WORK

The State and authorized personnel of the Federal Highway Administration or any authorized representative of the Federal government shall at all times be accorded proper facilities for review and inspection of the work hereunder and shall at all times have access to the premises of all books, records, correspondence, instructions, receipts, vouchers and memoranda of every description pertaining to the work hereunder.

#### SECTION 7. RECORDS

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The LPA shall maintain an accurate cost-keeping system as to all costs incurred in connection with the subject of this Agreement and shall produce for examination books of account, bills, invoices and other vouchers, or certified copies thereof if originals be lost, at such reasonable time and place as may be designated by the State, Federal Highway Administration or any authorized representative of the Federal government, and shall permit extracts and copies thereof to be made, during the contract period and for three (3) thereafter.

#### SECTION 8. AUDITS

The LPA shall at all times afford a representative of the State, Federal Highway Administration, or any authorized representative of the Federal government, reasonable facilities for examination and audits of the cost account records; shall make such returns and reports to a representative as he may require, shall produce and exhibit such books, accounts, documents and property as he may desire to inspect, and shall in all things aid him in the performance of his duties. The LPA shall be responsible for meeting the audit requirements of OMB Circular A-133, or any revision or supplement thereof. OMB Circular A-133 states that when the pass-through monies from the Federal Highway Administration (FHWA) equal or exceed \$500,000 in total federal awards in a fiscal year, an A-133 Audit is required.

#### SECTION 9. OWNERSHIP OF DATA

Originals of all documents including computer tapes, tracings, drawings, estimates, specifications, field notes, investigations, studies, etc., as instruments of service under terms of this Agreement are to be the joint property of the political jurisdictions and governmental agencies participating in the transportation planning process. Copies of said documents will be made available to such participants upon request at costs of such reproduction.

#### SECTION 10. PUBLICATION OR RELEASE OF INFORMATION

- A. Papers, interim reports, forms or other materials which are a part of the work under contract will not be copyrighted without written approval of the State and Federal Highway Administration.
- B. Either party to the Agreement may initiate a request for publication of the final or interim reports, or any portions thereof.
- C. Publication by either party shall give credit to the other party and to the Federal Highway Administration. However, if the State or Federal Highway Administration does not wish to subscribe to the findings or conclusions of the Study the following statement shall be included on the credit sheet: "The opinions, findings and



conclusions expressed in this publication are those of the authors and not necessarily those of the State or Federal Highway Administration."

- D. In the event of failure of agreement between the State and LPA relative to the publication of any reports during the period of the contract, each party reserves the right to publish independently, in which event the nonoccurrence of the other party shall be set forth, if requested.
- E. Both written and oral releases are considered to be within the context of publication. However, there is no intention to limit discussion of the study with participants in the Transportation Planning Program, small technical groups or lectures to employees or students. Lectures to other groups which describe the plans are permissible.
- F. Neither party shall publish nor otherwise disclose, nor permit to be disclosed or published, the results of the investigation herein contemplated, during the period of the Agreement, without notifying the other party.
- G. When the scheduled time for presentation of a paper does not permit formal review and approval of a complete report, a statement must be included in the paper and in the presentation of the effect that the paper had not been reviewed by the appropriate other party.

#### SECTION 11. CLAIMS

Both parties indemnify, save and hold harmless the other party, and all its agents and employees, of and from any and all claims, demands, actions or causes of action of whatever nature or character arising out of, or by reason of, the work to be performed by either party. Each party further agrees to defend, at its own sole cost and expense, any action or proceeding commenced for the purpose of asserting any such claim of whatever character arising as a result of their actions. It is further agreed that any and all employees of either party and all other employees while engaged in the performance of any work or services required or provided for herein to be performed by that party, shall not be considered employees of the other party, and that any and all claims that may or might arise under the Workers' Compensation Act of the State of Nebraska on behalf of said employees, while so engaged, and any and all claims made by any third parties as a consequence of any act or omission on the part of said employees, while so engaged on any of the work or services provided to be rendered herein, shall in no way be the obligation or responsibility of the other party.

## SECTION 12. CONTRACTUAL SERVICES

- A. All agreements for contractual services pertinent to the SOS and subject to partial reimbursement under this Agreement shall be submitted to the State for review and prior to final execution shall have been approved in writing by the State. The LPA intends to provide the services pertinent to the SOS with its own personnel and through subcontracts with the Hall County and others for work activities identified in the SOS. It is understood, however, that not less than fifty (50) percent of such work will be performed with LPA personnel and/or by subcontract with other public agencies.
- B. In connection with the performance of this contract, the LPA will cooperate with the State in meeting its commitments and goals with regard to the maximum utilization of minority business enterprises and will use its best efforts to insure that minority business enterprises shall have the maximum practicable opportunity to complete for subcontract work under this contract.
- C. Contracts executed in connection with the performance of this contract in excess of \$2,500 must comply with the applicable regulations and standards of the Cost of Living Council in establishing wages and prices.

## SECTION 13. PROHIBITED INTEREST

- A. No member of or delegate to the Congress of the United State shall be admitted to any share or part of this contract or to any benefit arising herefrom.
- B. No member, officer, or employee of the Public Body or of a local public body during his tenure or one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.

## SECTION 14. CANCELLATION

The State reserves the right to cancel this Agreement at any time it deems to be in the best interest of the State upon giving thirty (30) days written notice of such cancellation to LPA. If the contract is cancelled under this provision, the State shall continue to reimburse the LPA as outlined in this agreement for all expenses incurred and work completed to the date of cancellation. The remaining value of all nonexpendable office equipment and capital improvements partially funded under this Agreement shall be appraised by the State and disposed of in a manner that shall be in the best interest of the State, subject to the approval of the Federal Highway Administration.

## SECTION 15. LIMITATIONS OF LAW

It is mutually understood between the parties that the final authority in highway matters now vested in the State by Federal and state statutory and case law shall not be affected by this Agreement.

## SECTION 16. LOBBYING CERTIFICATION

The LPA agrees to abide by the provisions of the Federal Lobbying Certification since federal funds shown in this Agreement exceed \$100,000. "Certification for Grants, Loans, and Cooperative Agreements" is included herewith as Exhibit "B" and made a part of this Agreement.

## SECTION 17. MINORITY BUSINESS ENTERPRISES

### A. Policy

The LPA and the State agree to ensure that minority business enterprises as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this Agreement. Consequently, the minority business requirements of 49 CFR Part 23 are hereby made a part of and incorporated by this reference into this Agreement.

### B. Minority Business Enterprises Obligation

The LPA and the State agree to ensure that minority business enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under this Agreement. In this regard, The LPA shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts.

The LPA shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of FHWA assisted contracts.

On any work performed by or caused to be performed by the LPA, failure of the LPA to carry out the requirements set forth above shall constitute breach of contract and, after the notification of the FHWA, may result in termination of the agreement or contract by the State or such remedy as the State deems appropriate.

## SECTION 18. EQUIPMENT

- A. The State agrees to participate in the cost of specialized items of equipment, not of a nature normally used or required in the regular administrative or engineering operations of the LPA, which items are required for, and will be used primarily on work incident to this Agreement, and the cost of which is considered reasonable.

- B. The LPA agrees to certify that items of equipment included in direct costs have been excluded from the indirect costs.
- C. The LPA agrees to obtain the approval of the State and of the Federal Highway Administration prior to the purchase of an item of equipment prior to the purchase of an item of equipment of the type described above in Paragraph A.

#### SECTION 19. LAWFUL PRESENCE IN USA AND WORK ELIGIBILITY STATUS PROVISIONS

The LPA agrees to comply with the requirements of Neb.Rev.Stat. §§4-108 to 4-114 with its Federal-aid project, including, but not limited to, the requirements of §4-114(1)(b) to place in any contract it enters into with a public contractor a provision requiring the public contractor to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

#### SECTION 20. TITLE VI NONDISCRIMINATION CLAUSES

During the performance of this agreement, the LPA, for itself, its assignees and successors in interest agrees as follows:

- (1) Compliance with Regulations: The LPA shall comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Parts 21 and 27, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this agreement.
- (2) Nondiscrimination: The LPA, with regard to the work performed by it after award and prior to completion of the contract work, shall not discriminate on the basis of disability, race, color, sex, religion or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The LPA shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix "A," "B," and "C" of Part 21 of the Regulations.

- (3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the LPA for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the LPA of the LPA's obligations under this agreement and the Regulations relative to nondiscrimination on the basis of disability, race, color, sex, religion or national origin.
- (4) Information and Reports: The LPA shall provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the LPA shall so certify to the State, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of the LPA's noncompliance with the nondiscrimination provisions of this agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including but not limited to,
- (a) Withholding of payments to the LPA under this agreement until the LPA complies, and/or
  - (b) Cancellation, termination or suspension of this agreement, in whole or in part.
- (6) Incorporation of Provisions: The LPA shall include the provisions of paragraph (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The LPA shall take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the LPA may request the State to enter into such

litigation to protect the interests of the State, and in addition, the LPA may request the United States to enter into such litigation to protect the interests of the United States.

#### SECTION 21. DISADVANTAGED BUSINESS ENTERPRISES

##### A. Policy

The LPA shall ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal Funds under this agreement. Consequently, the DBE requirements of 49 CFR Part 26 are hereby made a part of and incorporated by this reference into this agreement.

##### B. Disadvantaged Business Enterprises (DBEs) Obligation

The LPA and State shall ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal Funds provided under this agreement. In this regard, the LPA shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts.

The LPA shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of FHWA assisted contracts.

The LPA, acting as a subrecipient of Federal-aid funds on this project shall adopt the disadvantaged business enterprise program of the State for the Federal-aid contracts the LPA enters into on this project.

Failure of the LPA to carry out the requirements set forth above shall constitute breach of contract and, after the notification of the FHWA, may result in termination of the agreement or contract by the State or such remedy as the State deems appropriate.

#### SECTION 22. CONFLICT OF INTEREST

The LPA shall review the Conflict of Interest provisions of 23 CFR 1.33 and 49 CFR 18.36(b)(3) and agrees to comply with all the Conflict of Interest provisions in order for the project to remain fully eligible for State or Federal funding. The LPA should review, understand and follow the instructions provided in the **NDOR CONFLICT OF INTEREST GUIDANCE DOCUMENT for LPA**

**OFFICIALS, EMPLOYEES & AGENTS for LOCAL FEDERAL-AID TRANSPORTATION**

**PROJECTS** located on the State website at the following location: <http://www.dor.state.ne.us/gov-aff/lpa/chapter-forms/coi/coi-guidance-doc-lpa.pdf>

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In the event a consultant is used by the LPA on this project, the Consultant must also complete and sign the **Conflict of Interest Disclosure Form for Consultants for Local Federal-aid Transportation Projects**, for each project. This form is located on the State website at the following location: <http://www.dor.state.ne.us/gov-aff/lpa/chapter-forms/coi/coi-disclosure-doc-consultant.pdf>

Consultants and Subconsultants providing services for the LPA's, or submitting proposals for services, shall have the duty to notify the LPA and the NDOR LPD PC and submit a revised Conflict of Interest Disclosure Form for Consultants for any changes in circumstances, or discovery of any additional facts, that could result in someone employed by, or who has an ownership, personal, or other interest with Consultant or Subconsultant having a real or potential conflict of interest on an LPA federal-aid transportation project.

IN WITNESS WHEREOF, the parties have hereto caused this Agreement to be executed by their proper officers and representatives.

EXECUTED by the City this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

ATTEST:

CITY OF Grand Island  
Jay Vavricek

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

\_\_\_\_\_  
Mayor

EXECUTED by the State this \_\_\_\_\_ day of \_\_\_\_\_, 2012

STATE OF NEBRASKA  
DEPARTMENT OF ROADS  
Mike Owen, P.E.

\_\_\_\_\_  
Planning & Project Development Engineer



Certification for Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed \$100,000, and that all such subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

PLN2-NB

EXHIBIT "B"

Exhibit A  
SCOPE OF SERVICES  
GRAND ISLAND, NEBRASKA  
MPO STARTUP FUNDING

The necessary scope of services for setting up the Grand Island MPO includes, but not limited to the following activities:

**Procedural Activities**

- General management of the program including scheduling, meetings, coordination, and documentation,
  - Primary employees responsible for this will be Planning and Engineering Staff including Directors and Support Staff until such time as an MPO Staff person can be hired.
- Designing an outreach strategy,
  - Primary employees responsible for this will be Planning and Engineering Staff including Directors and Support Staff until such time as an MPO Staff person can be hired.
- Establishing the Technical Advisory Committee and Citizen Advisory Committee structure,
  - Primarily MPO Policy Board with support from Planning and Engineering Staff including Directors and Support Staff until such time as an MPO Staff person can be hired.
- Determining the Metropolitan Planning Agency boundary,
  - City Council for approval by Governor with support from Planning and Engineering Staff including Directors and Support Staff until such time as an MPO Staff person can be hired.
- Writing the by-laws,
  - Primarily MPO Policy Board with support from Planning and Engineering Staff including Directors and Support Staff until such time as an MPO Staff person can be hired.
- Determining and establishing staffing and equipment needs,
  - MPO Policy Board with support from Planning, Engineering, Human Resources and IT Staff
- Set up/Design and Implement MPO Website separate from City of Grand Island Web Site,
  - MPO Staff with assistance from the City of Grand Island IT Department and Public Information Office
- Begin work on the Public Participation Plan for MPO Activities,
  - MPO Staff with assistance from the Grand Island Public Information Office
- Establish Scope for the 2014 UPWP, and
  - MPO Staff with Planning and Engineering Staff
- Research the costs and needs for the MTP (LRTP) establish a preliminary budget and scope for the MTP.
  - MPO Staff with Planning, Engineering and Purchasing Staff

**Other Possible Transportation Plan Specific**

Most likely these activities will not be included, since this grant will not be enough to cover costs of these activities and they are largely part of the MTP. The following services will be performed if funding is still available upon completion of the activities previously listed:

- Mapping of intersection controls across the City,
  - This would occur, at the very least on all eligible roadways, but possibly extending to collector streets and including local streets where known controls exist.

- Conducting a parking inventory especially in the city center,
- Completing traffic counts on all eligible streets during the 2013 year, and
  - This is typically done across the City on a 3 year rotation. The Public Works Engineering Division, or their contractor, would complete the counts during a single year to establish a firm base line.
- Other activities\* that may be necessary and eligible for startup funding.

\* Additional activities needed for MPO start-up, as determined by the Grand Island MPO technical staff, will be approved by the Nebraska Department of Roads prior to the work being performed by the MPO.

### **Budget**

City Staff is estimating that the costs of these activities will exceed the available cost of the startup funding of \$50,000 available. The City will provide an in kind match of \$12,500 of staff time and provide additional staff time as necessary to complete the scope of services outlined.

RESOLUTION 2012-366

WHEREAS, the Nebraska Department of Roads has prepared a Planning Agreement for the City of Grand Island to provide financial assistance to the Local Public Agency to help defer their startup expenses as a new Metropolitan Planning Organization (MPO) for Fiscal Year 2013; and

WHEREAS, such agreement is scheduled for commencement on January 2, 2013;  
and

WHEREAS, the maximum amount of cash support from the State under such agreement is \$50,000.00 in Statewide Planning and Research (SPR) Funds for Fiscal Year 2013; and

WHEREAS, such fiscal year ends on June 30, 2012; and

WHEREAS, an agreement with the Nebraska Department of Roads is required to proceed with the MPO.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the agreement with the Nebraska Department of Roads for the startup expenses as a new Metropolitan Planning Organization is hereby approved.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, December 18, 2012.

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

Attest:

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

Approved as to Form	☐ _____
December 15, 2012	☐ City Attorney



# City of Grand Island

Tuesday, December 18, 2012

Council Session

## Item I3

### **#2012-367 - Pre-84 Retirees - Public Safety Pension Plans – Remedy Request of Most Recent Retiree Claim**

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

Staff Contact: Jaye Monter

## RESOLUTION 2012-XXX(A)

WHEREAS, Article 10 of Chapter 16 of the Nebraska Revised Statutes sets forth the laws governing the pensions of Police Officers of First Class Cities; and

WHEREAS, Section 16-1007(1) of the Nebraska Revised Statutes requires the City of Grand Island to provide pension benefits to retired police officers “in the form of a straight life annuity or any optional form of annuity benefit established by the retirement committee”; and

WHEREAS, beginning in 2005 the Police Pension Committee stopped calculating police pension benefits based on a straight life annuity and began calculating said benefits based on a joint life annuity; and

WHEREAS, Section 16-1014 of the Nebraska Revised Statutes states in reference to police pension benefits, “[t]he governing body of the city shall continue to be responsible for the general administration of such retirement system unless specific functions or all functions with regard to the administration of the retirement system are delegated, by ordinance, to the retirement committee.”; and

WHEREAS, the Grand Island City Council as the governing body of the City of Grand Island has never approved the calculation of police retirement benefits based on a joint life annuity nor has delegated that authority or function to the Police Pension Committee by ordinance; and

WHEREAS, the Police Pension Committee calculated the police pension benefits of Sergeant Kerry Cole using a joint life annuity; and

WHEREAS, on November 13, 2012 the Grand Island City Council approved a claim in the amount of Four Hundred, Fifty-Eight Thousand, Nine Hundred, Nineteen Dollars and Thirty-Five Cents (\$458,919.35) as the City’s portion of the lump sum pension payment to Sergeant Cole; and

WHEREAS, the issues of Sergeant Cole’s police pension benefits and police and fire pension benefits in general were the subject of a Study Session meeting of the Council on December 11, 2012; and

WHEREAS, the Council has determined Sergeant Cole has been overpaid for his police pension benefits and such overpayment should be corrected,

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

That by December 31, 2012, City staff, the Police Pension Committee, and Sergeant Cole are directed to recalculate Sergeant Cole’s lump sum pension benefit using a straight life annuity pursuant to the procedure set forth in Section 16-1007(2)(c) of the Nebraska Revised Statutes.

Approved as to Form	by _____
December 15, 2012	City Attorney

That once said recalculation is completed, City staff is to make a formal written demand upon Sergeant Cole for reimbursement of the difference between his police pension benefits determined by a joint life annuity and said benefits determined by a straight life annuity.

That the City Legal Department is to use all available methods to insure the City receive reimbursement from Sergeant Cole for the overpayment of his police pension benefits.

Adopted by the City Council of the City of Grand Island, Nebraska, December 18, 2012.

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Jay Vavricek, Mayor

Attest:

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RaNae Edwards, City Clerk

## RESOLUTION 2012-XXX(B)

WHEREAS, Article 10 of Chapter 16 of the Nebraska Revised Statutes sets forth the laws governing the pensions of Police Officers of First Class Cities; and

WHEREAS, Section 16-1007(1) of the Nebraska Revised Statutes requires the City of Grand Island to provide pension benefits to retired police officers “in the form of a straight life annuity or any optional form of annuity benefit established by the retirement committee”; and

WHEREAS, beginning in 2005 the Police Pension Committee stopped calculating police pension benefits based on a straight life annuity and began calculating said benefits based on a joint life annuity; and

WHEREAS, Section 16-1014 of the Nebraska Revised Statutes states in reference to police pension benefits, “[t]he governing body of the city shall continue to be responsible for the general administration of such retirement system unless specific functions or all functions with regard to the administration of the retirement system are delegated, by ordinance, to the retirement committee.”; and

WHEREAS, the Grand Island City Council as the governing body of the City of Grand Island has never approved the calculation of police retirement benefits based on a joint life annuity nor has delegated that authority or function to the Police Pension Committee by ordinance; and

WHEREAS, the Police Pension Committee calculated the police pension benefits of Sergeant Kerry Cole using a joint life annuity; and

WHEREAS, on November 13, 2012 the Grand Island City Council approved a claim in the amount of Four Hundred, Fifty-Eight Thousand, Nine Hundred, Nineteen Dollars and Thirty-Five Cents (\$458,919.35) as the City’s portion of the lump sum pension payment to Sergeant Cole; and

WHEREAS, the issues of Sergeant Cole’s police pension benefits and police and fire pension benefits in general were the subject of a Study Session meeting of the Council on December 11, 2012; and

WHEREAS, the Council has determined it is not in the City’s best interest to pursue any reimbursement from Sergeant Cole for monies received from the City for his police pension benefits,

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that City staff is directed not to make demand upon Sergeant Cole for any reimbursement for monies received from the City for his police pension benefits.

Adopted by the City Council of the City of Grand Island, Nebraska, December 18, 2012.

Approved as to Form	□
December 15, 2012	□ City Attorney



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Jay Vavricek, Mayor

Attest:

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RaNae Edwards, City Clerk



# City of Grand Island

Tuesday, December 18, 2012

Council Session

## Item I4

### **#2012-368 - Pre-84 Retirees – Public Safety Pension Plans – Remedy of Past Claims for Police**

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

Staff Contact: Jaye Monter

R E S O L U T I O N   2012-368 (A)

WHEREAS, Article 10 of Chapter 16 of the Nebraska Revised Statutes sets forth the laws governing the pensions of Police Officers of First Class Cities; and

WHEREAS, Section 16-1007(1) of the Nebraska Revised Statutes requires the City of Grand Island to provide pension benefits to retired police officers “in the form of a straight life annuity or any optional form of annuity benefit established by the retirement committee”; and

WHEREAS, beginning in 2005 the Police Pension Committee stopped calculating police pension benefits based on a straight life annuity and began calculating said benefits based on a joint life annuity; and

WHEREAS, Section 16-1014 of the Nebraska Revised Statutes states in reference to police pension benefits, “[t]he governing body of the city shall continue to be responsible for the general administration of such retirement system unless specific functions or all functions with regard to the administration of the retirement system are delegated, by ordinance, to the retirement committee.”; and

WHEREAS, the Grand Island City Council as the governing body of the City of Grand Island has never approved the calculation of police retirement benefits based on a joint life annuity nor has delegated that authority or function to the Police Pension Committee by ordinance; and

WHEREAS, Nebraska law generally limits the filing of a suit to four years from the event that gave rise to the cause of action;

WHEREAS, within the last four years the City has paid police pension benefits to Rick Ressel, Dennis Osterman, Roger Philbeck, and Kerry Cole based on a joint life annuity; and

WHEREAS, the issue of police pension benefits was the subject of a Study Session meeting of the Council on December 11, 2012; and

WHEREAS, the Council has determined Messrs. Ressel, Osterman, Philbeck, Cole, were overpaid for their respective police pension benefits and such overpayments should be corrected,

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

That by December 31, 2012, City staff, the Police Pension Committee, and Messrs. Ressel, Osterman, Philbeck, and Cole are directed to recalculate the lump sum pension benefits of said retirees using a straight life annuity pursuant to the procedure set forth in Section 16-1007(2)(c) of the Nebraska Revised Statutes.

That once said recalculations for the individual retirees listed above are completed, City staff is

Approved as to Form	□
December 15, 2012	□ City Attorney

to make formal written demands upon the above listed retirees for reimbursement of the difference between each retiree's pension benefits determined by a joint life annuity and benefits determined by a straight life annuity.

That the City Legal Department is to use all available methods to insure the City receive reimbursement from each of the above listed retirees for the overpayment of their pension benefits.

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Adopted by the City Council of the City of Grand Island, Nebraska, December 18, 2012.

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Jay Vavricek, Mayor

Attest:

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RaNae Edwards, City Clerk

R E S O L U T I O N   2012-368 (B)

WHEREAS, Article 10 of Chapter 16 of the Nebraska Revised Statutes sets forth the laws governing the pensions of Police Officers of First Class Cities; and

WHEREAS, Section 16-1007(1) of the Nebraska Revised Statutes requires the City of Grand Island to provide pension benefits to retired police officers “in the form of a straight life annuity or any optional form of annuity benefit established by the retirement committee”; and

WHEREAS, beginning in 2005 the Police Pension Committee stopped calculating police pension benefits based on a straight life annuity and began calculating said benefits based on a joint life annuity; and

WHEREAS, Section 16-1014 of the Nebraska Revised Statutes states in reference to police pension benefits, “[t]he governing body of the city shall continue to be responsible for the general administration of such retirement system unless specific functions or all functions with regard to the administration of the retirement system are delegated, by ordinance, to the retirement committee.”; and

WHEREAS, the Grand Island City Council as the governing body of the City of Grand Island has never approved the calculation of police or fire retirement benefits based on a joint life annuity nor has delegated that authority or function to the Police Pension Committee by ordinance; and

WHEREAS, Nebraska law generally limits the filing of a suit to four years from the event that gave rise to the cause of action;

WHEREAS, within the last four years the City has paid police pension benefits to Rick Ressel, Dennis Osterman, Roger Philbeck, and Kerry Cole based on a joint life annuity; and

WHEREAS, the issue of police pension benefits was the subject of a Study Session meeting of the Council on December 11, 2012; and

WHEREAS, the Council has determined it is not in the City’s best interest to pursue any reimbursement from Messrs. Ressel, Osterman, Philbeck, Cole, for monies received from the City for the pension benefits provided to said retirees,

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that City staff is directed not to make demand upon Messrs. Ressel, Osterman, Philbeck, Cole, for any reimbursement for monies received from the City for pension benefits provided to said retirees.

- - -

Approved as to Form <input type="checkbox"/> _____ December 15, 2012 <input type="checkbox"/> City Attorney
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Adopted by the City Council of the City of Grand Island, Nebraska, December 18, 2012.

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Jay Vavricek, Mayor

Attest:

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RaNae Edwards, City Clerk



# City of Grand Island

Tuesday, December 18, 2012

Council Session

## Item I5

### **#2012-369 – Pre-84 Retirees – Public Safety Pension Plans – City Budget Appropriation Transfer**

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

Staff Contact: Jaye Monter

RESOLUTION 2012-369

WHEREAS, Article 10 of Chapter 16 of the Nebraska Revised Statutes sets forth the laws governing the pensions of Police Officers and Firefighters of First Class Cities; and

WHEREAS, the City of Grand Island's 2012-2013 Annual Single City Budget shows no more than a \$100,000 appropriation transfer from the General Fund to the 805 Police Reserve Trust Fund for possible pre-84 police retirees; and

WHEREAS, the recent retirement of a pre-84 police officer deems additional monies will be needed from the General Fund resources to satisfy this upcoming payment; and

WHEREAS, until the Firefighter Retirement Plan documents and Ordinance 9217 can be amended, excess funds cannot be used for pre-84 police officer retiree payments,

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, authorizing City Staff to amend the line item budget authority transfer for the upcoming pre-84 police officer retiree payment from the General Fund to the 805 Police Reserve Fund.

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Adopted by the City Council of the City of Grand Island, Nebraska, December 18, 2012.

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

Attest:

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

Approved as to Form	☐ _____
December 15, 2012	☐ City Attorney





# City of Grand Island

Tuesday, December 18, 2012

Council Session

## Item J1

### **Approving Payment of Claims for the Period of November 28, 2012 through December 18, 2012**

*The Claims for the period of November 28, 2012 through December 18, 2012 for a total amount of \$7,129,635.92. A MOTION is in order.*

Staff Contact: Jaye Monter



# City of Grand Island

Tuesday, December 18, 2012

## Council Session

### Item X1

#### Strategy Session with Respect to Possible Litigation

*The City Council may hold a closed or Executive Session as permitted by Neb. Rev. Stat. Sec. 84-1410. Closed sessions may be held for, but shall not be limited to such reasons as:*

- 1. Protection of the public interest.*
- 2. Needless injury to the reputation of an individual.*
- 3. Strategy sessions with respect to*
  - a. collective bargaining,*
  - b. real estate purchases,*
  - c. pending litigation, or*
  - d. imminent or threatened litigation.*
- 4. Discussion regarding deployment of security personnel or devices.*
- 5. For the Community Trust created under Sec. 81-1801.02, discussion regarding the amounts to be paid to individuals who have suffered from a tragedy of violence or natural disaster.*

Staff Contact: Robert J. Sivick, City Attorney