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# City of Grand Island



**Tuesday, August 27, 2002**

## **Council Session Packet**

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### **City Council:**

**Joyce Haase**

**Margaret Hornady**

**Gale Larson**

**Glen Murray**

**Jackie Pielstick**

**Larry Seifert**

**Robert Sorensen**

**Scott Walker**

**Tom Ward**

**Fred Whitesides**

### **Mayor:**

**Ken Gnadt**

### **City Administrator:**

**Marlan Ferguson**

### **City Clerk:**

**RaNae Edwards**

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**7:00:00 PM**

**Council Chambers - City Hall**

**100 East First Street**

**Call to Order**

**Pledge of Allegiance /Invocation - Pastor William Voelker, Peace Lutheran Church,  
4018 Zola Lane**

**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, August 27, 2002

Council Session

## Item C1

### **Presentation by National Weather Service - StormReady**

*The City of Grand Island has qualified to be designated a StormReady Community. A representative from the National Weather Service Office at Hastings will present the City with the StormReady Community Certification.*

Staff Contact: Howard Maxon



# City of Grand Island

Tuesday, August 27, 2002

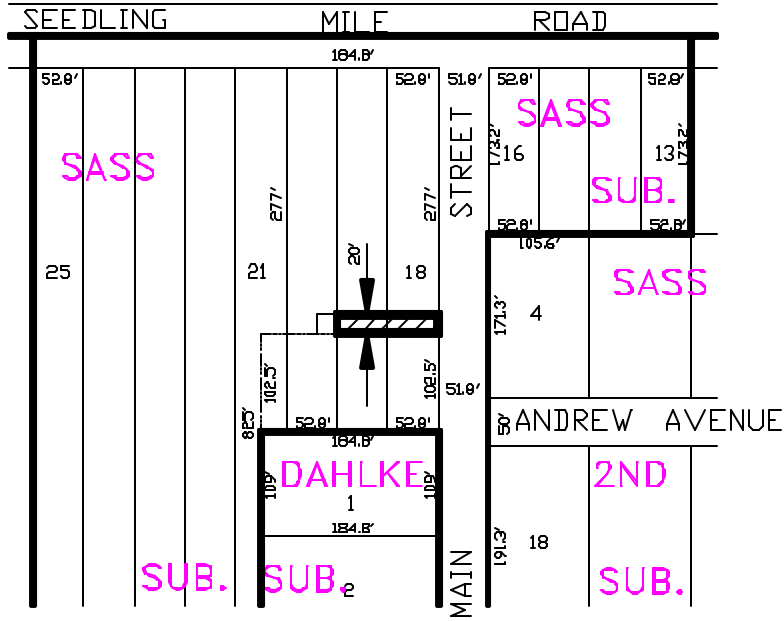
Council Session

## Item E1

### **Public Hearing on Acquisition of Easements Located in Sanitary Sewer District 500, Seedling Mile area**

*Acquisition of easements located south of Seedling Mile Road and west of Shady Bend Road is required in order to have access to install, upgrade, maintain, and repair public sanitary sewer mains. It is appropriate to solicit public comment. The action item is contained under the Consent Agenda.*

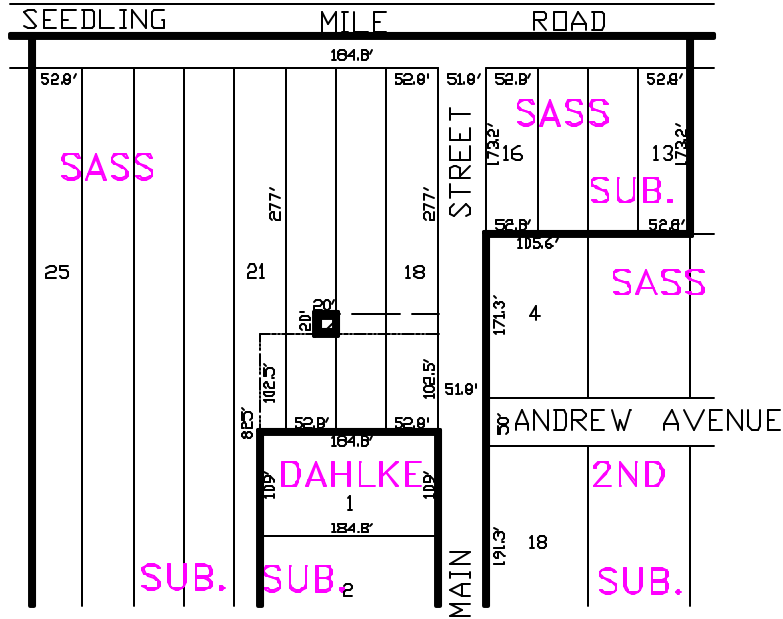
Staff Contact: Steve Riehle, City Engineer/Public Works Director



20' PERMANENT EASEMENT



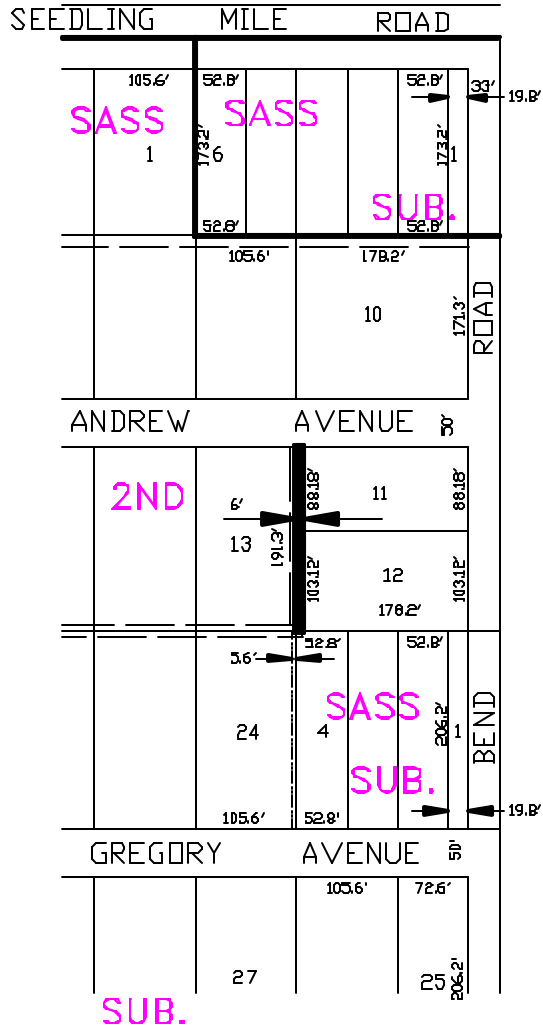
EXHIBIT "A"



20' PERMANENT EASEMENT

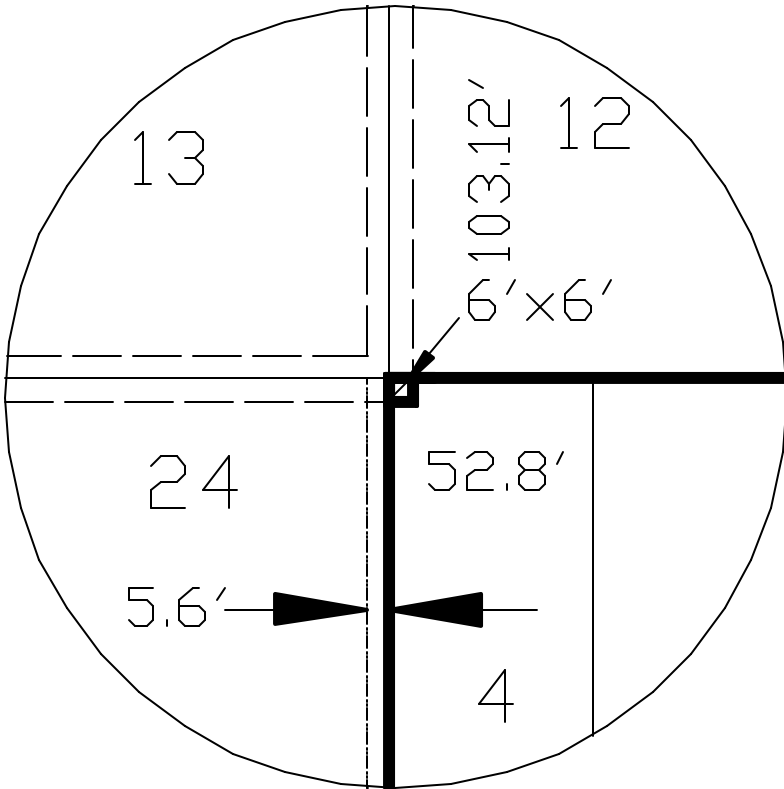
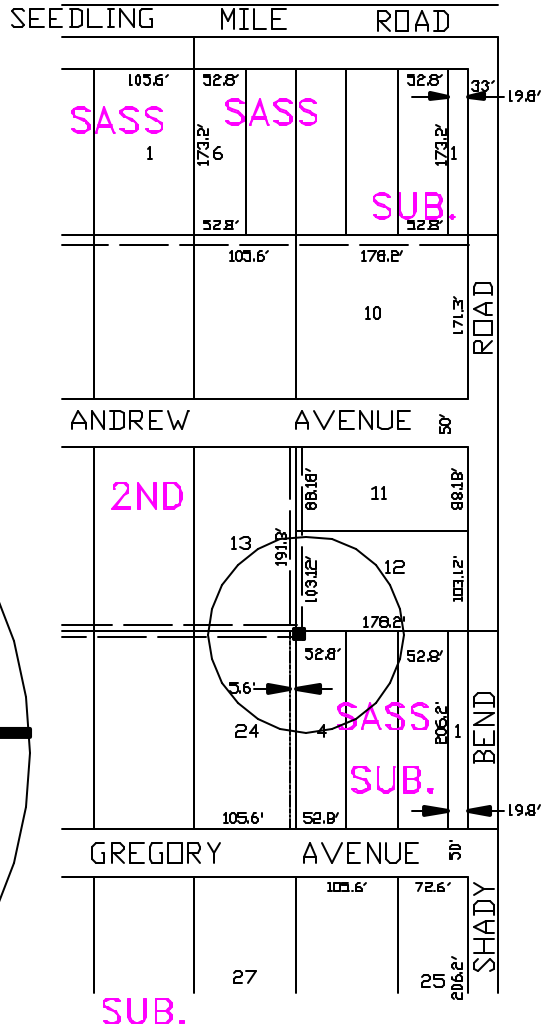


EXHIBIT "A"



PERMANENT EASEMENT

EXHIBIT "A"

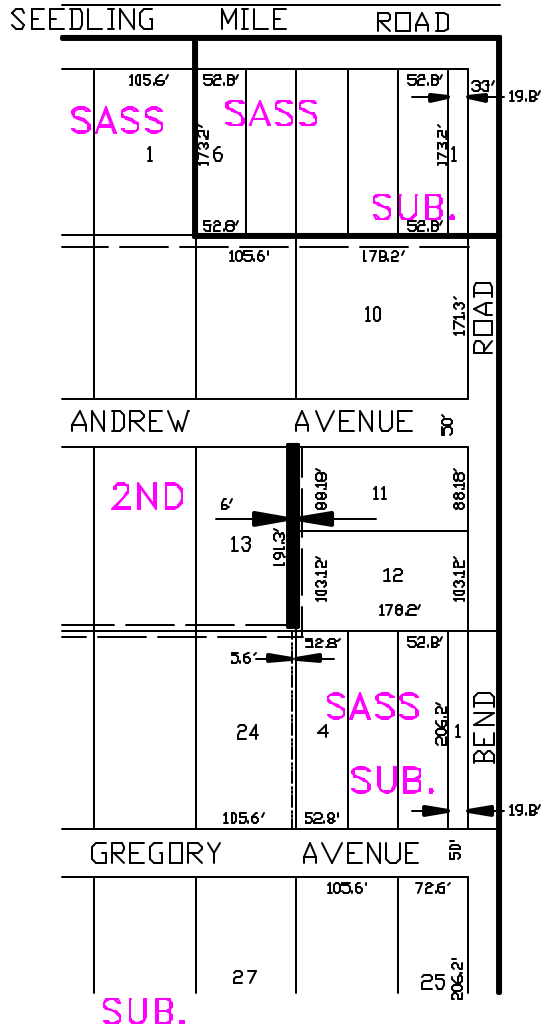


6' PERMANENT EASEMENT



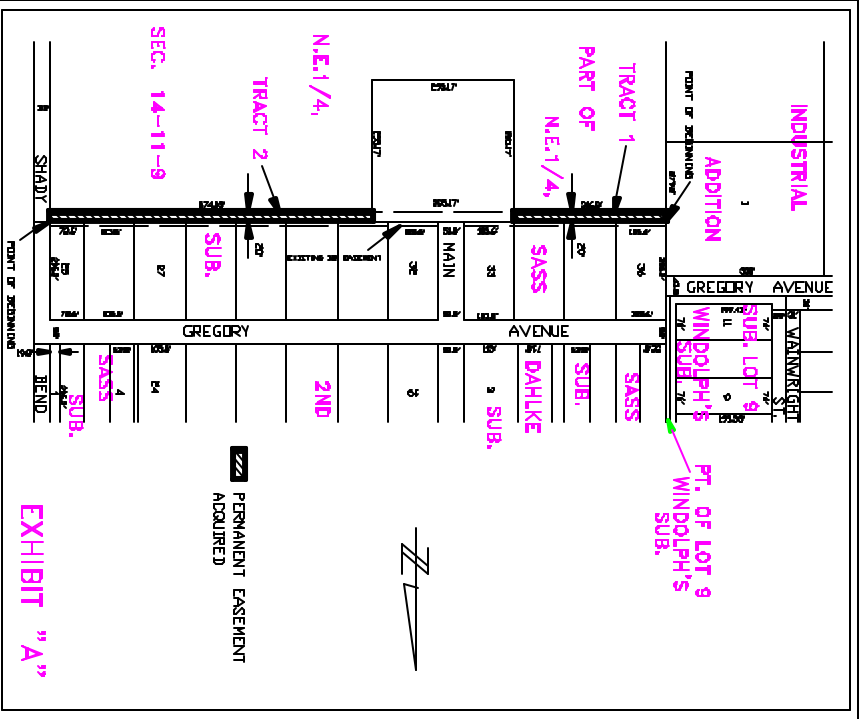
EXHIBIT "A"





PERMANENT EASEMENT

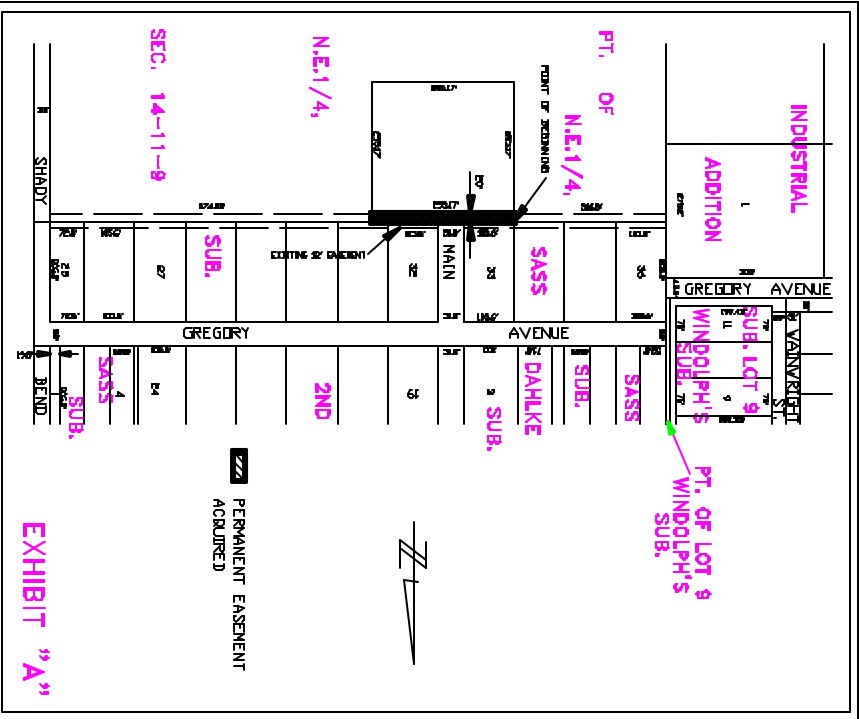
EXHIBIT "A"



GRAND ISLAND  
 PUBLIC WORKS DEPARTMENT

DATE: 0/26/02  
 DRN BY: L.D.C.  
 SCALE: 1"=200'

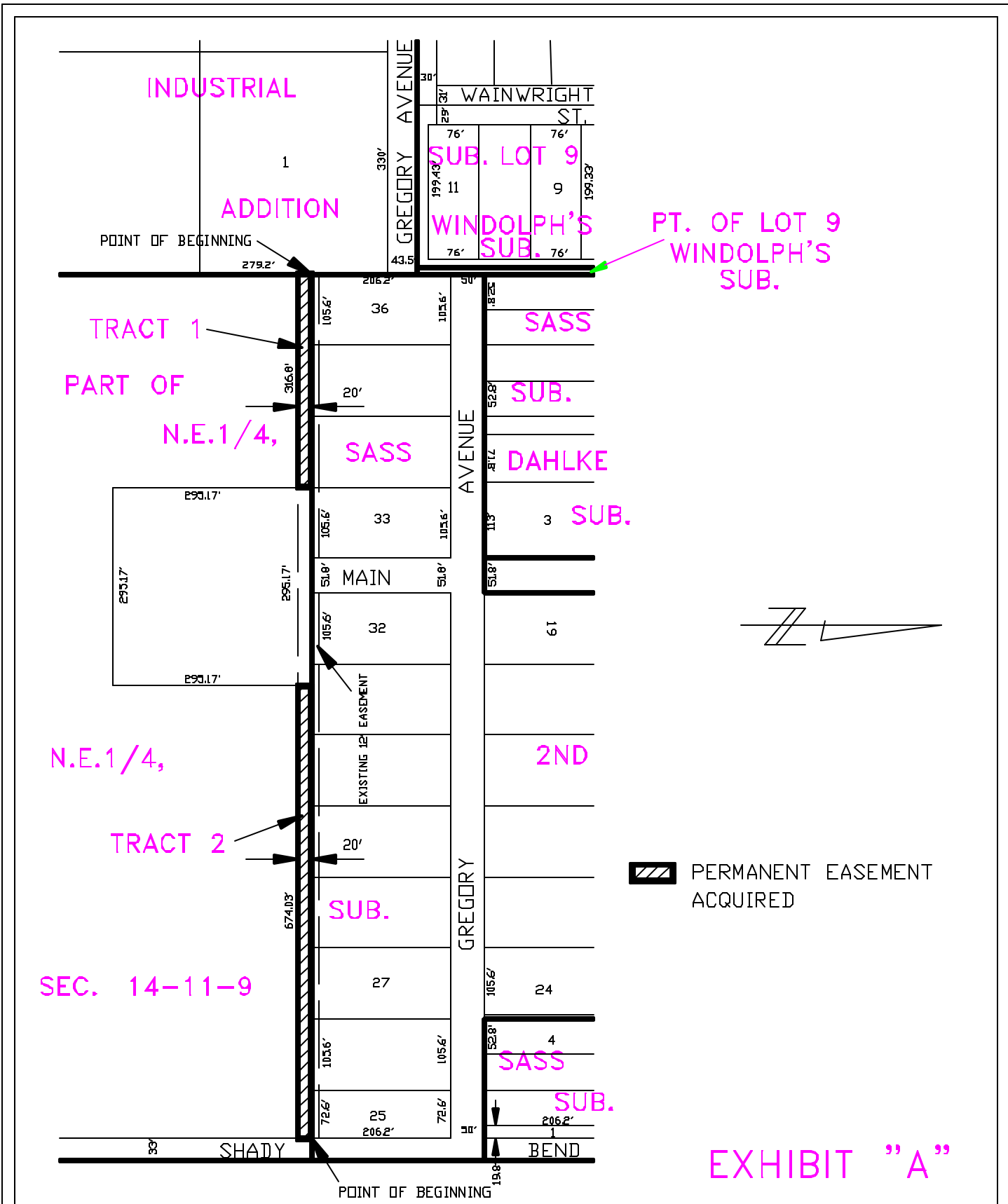
PLAT TO ACCOMPANY  
 PERMANENT EASEMENT



GRAND ISLAND  
 PUBLIC WORKS DEPARTMENT

DATE: 3/26/02  
 DRN BY: L.D.C.  
 SCALE: 1"=200'

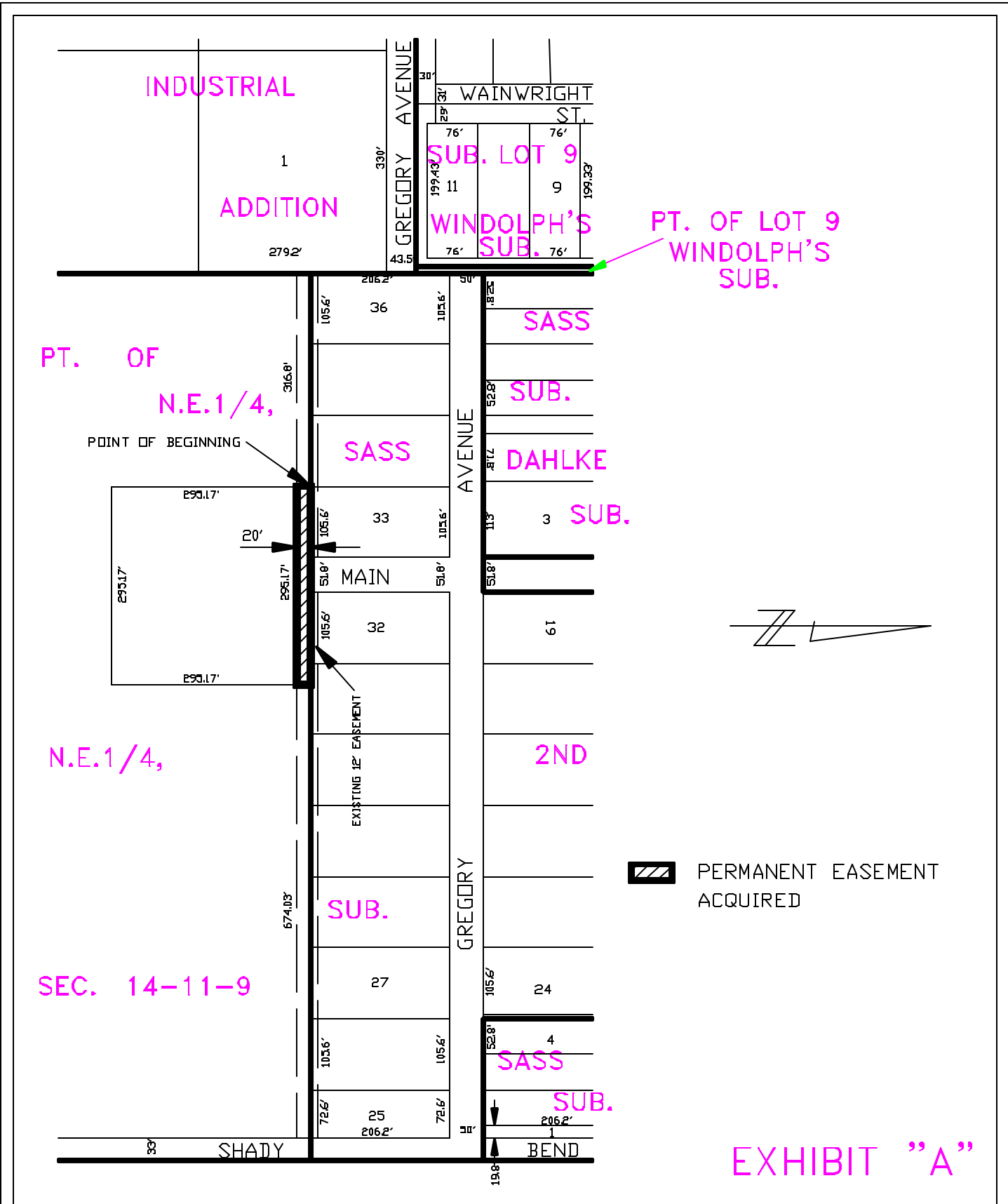
PLAT TO ACCOMPANY  
 PERMANENT EASEMENT



**CITY OF GRAND ISLAND**  
**PUBLIC WORKS DEPARTMENT**

DATE: 0/26/02  
 DRN BY: L.D.C.  
 SCALE: 1"=200'

PLAT TO ACCOMPANY  
 PERMANENT EASEMENT





# City of Grand Island

Tuesday, August 27, 2002

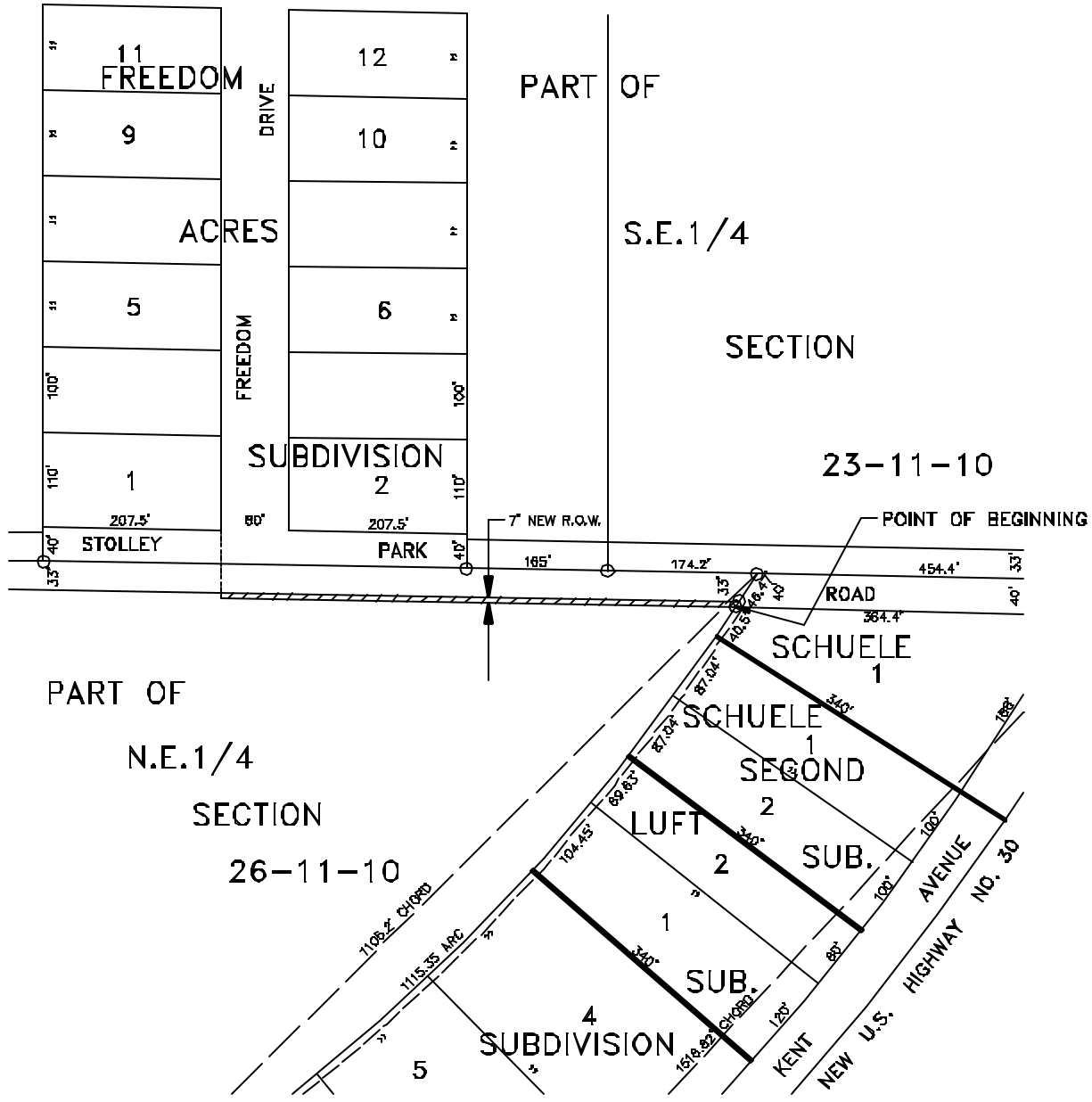
Council Session

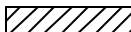
## Item E2

### **Public Hearing on Acquisition of Right of Way in Sanitary Sewer District 501, Freedom Drive**

*Acquisition of right of way located along Stolley Park Road south of the intersection with Freedom Drive is required in order to have access to install, upgrade, maintain, and repair sanitary sewer main. It is appropriate to solicit public comment. The action item is contained under the Consent Agenda.*

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



 7' NEW R.O.W.



**CITY OF GRAND ISLAND**  
PUBLIC WORKS DEPARTMENT

DATE: 7-2-02  
DRN BY: P.E.S.  
SCALE: 1"=200'

PLAT TO ACCOMPANY DEED



# City of Grand Island

Tuesday, August 27, 2002

Council Session

## Item E3

### **Public Hearing on Acquisition of Public Utility Easements for Sanitary Sewer Project 2002-S-5**

*Acquisition of two public utility easements located near Shoemaker Elementary School, is required in order to have access to install, upgrade, maintain, and repair public sanitary sewer mains. It is appropriate to solicit public comment. The action item is contained under the Consent Agenda.*

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

SHOEMAKER SCHOOL

SCHOOL DISTRICT #38

S.W. COR.  
S.1/2,S.E.1/4  
SEC. 14-11-10

PT. S.W.1/4,S.E.1/4

SEC. 14-11-10

ACTUAL FT. OF BEGINNING  
239.91'

COUNTRY

31

PRAIRIE RIDGE LANE

32 MEADOWS

34

SUB.

HIGHWAY

OLDE

POTASH



SCHOOL - PERMANENT EASEMENT



EXHIBIT "A"



SHOEMAKER SCHOOL

SCHOOL DISTRICT #38

COUNTRY

31

PRAIRIE RIDGE LANE

PT. S.W.1/4, S.E.1/4

32 MEADOWS

SEC. 14-11-10

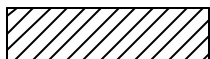
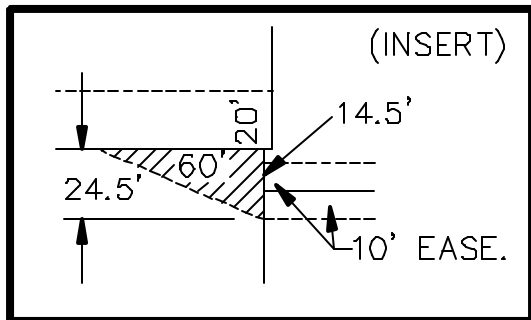
SUB.

34

HIGHWAY

OLD

POTASH



KUSZAK - PERMANENT EASEMENT



EXHIBIT "A"



# City of Grand Island

Tuesday, August 27, 2002

Council Session

## Item F1

### **#8760 - Consideration to Repeal Ordinance #6957**

*This Ordinance will Repeal Ordinance #6957 approved by the Grand Island City Council on November 21, 1983. Ordinance #6957 vacated Frontage Road South of Highway 30 and between Webb Road and Industrial Lane. This Ordinance did not vacate the lots in Commercial Industrial Park Subdivision that had frontage and sole access to a public street from Frontage Road. Repealing this Ordinance would reinstate Frontage Road as a public street and provide access to those lots along Frontage Road that would otherwise be landlocked.*

Staff Contact: Chad Nabity

August 21, 2002

To: Grand Island City Council  
Re: Consideration of Repealing Ordinance #6957.  
From: Chad Nabity, AICP Regional Planning Director

### **History**

On November 21, 1983 the Grand Island City Council approved Ordinance #6957 vacating Frontage Road South of Highway 30 and between Webb Road and Industrial Lane.

As part of Ordinance #6957 the City retained ownership of the property on which Frontage Road was built. Repealing this Ordinance would reinstate Frontage Road as a public street and provide access to those lots along Frontage Road that are otherwise landlocked.

It is unknown why this stretch of Frontage Road was vacated, when in fact the property was and has remained a public street.

### **Recommendation:**

The city owns the property. The street is constructed across a large portion of the property that need access. People use this piece of property as a street to access the lots adjacent to it. It would be my recommendation that the City Council repeal Ordinance #6957 and restore Frontage Road as public street.



\* This Space Reserved for Register of Deeds \*

ORDINANCE NO. 8760

An ordinance to repeal Ordinance 6957; to reinstate the street which was vacated pursuant to Ordinance No. 6957; to repeal any ordinance or parts of ordinances in conflict herewith; and to provide for publication and the effective date of this ordinance.

WHEREAS, on November 21, 1983, by Ordinance No. 6957, the City of Grand Island approved the vacation of a portion of the 60 foot wide street located between the south right-of-way line of U.S. Highway 30 and the north boundaries of Commercial Industrial Park Subdivision of part of Block 1, Nelsen Subdivision, and Block 2 of Nelsen Subdivision, conditioned upon the reservation of public utilities easements; and

WHEREAS, this Frontage Road has continued to be utilized by adjacent property owners and the public as a public street; and

WHEREAS, it is suggested that Ordinance No. 9657 vacating such Frontage Road be vacated, and the Frontage Road be rededicated as a public street.

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

Approved as to Form ? \_\_\_\_\_  
August 23, 2002 ? City Attorney

ORDINANCE NO.8760 (Cont.)

SECTION 1. Ordinance No. 6957 approved by the Grand Island City Council on November 21, 1983, is hereby repealed.

SECTION 2. That the portion of the Frontage Road referenced in Ordinance No. 6957 be rededicated as a public street.

SECTION 3. Any ordinances or parts of ordinances in conflict herewith be, and hereby are, repealed.

SECTION 4. This ordinance shall be in force and take effect from and after its passage and publication, within fifteen days in one issue of the Grand Island Independent as provided by law.

Enacted: August 27, 2002.

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Ken Gnadt, Mayor

Attest:

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RaNae Edwards, City Clerk



# City of Grand Island

Tuesday, August 27, 2002

Council Session

## Item F2

### **#8761 - Consideration of Approving FY2002-2003 Annual Single City Budget, The Annual Appropriations Bill Including Addendum #1**

*On August 12, 2002, the City Council held a Public Hearing to receive public input relative to the proposed FY2002-2003 Annual Single City Budget. Following the Public Hearing, the City Administrator and Finance Director presented the budget and conducted work sessions.*

*The FY2002-2003 Budget is scheduled for consideration and adoption by the City Council on Tuesday August 27. The following action relative to the budget is included on the Agenda:*

*Consideration of the FY2002-2003 Annual Single City Budget, The Annual Appropriations Bill, including Addendum #1 (changes made during the budget work sessions).*

*Related items to be considered by the City Council at a future council meeting include the holding of a public hearing to address the increase in property tax asking, and setting the Fy2002-2003 General All Purpose Property Tax, CRA, and Parking District #2 (Ramp) Levies. The budget must be submitted to the state by September 20, 2002. Please contact me if you have any questions on the budget document.*

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**Staff Contact: David Springer**



ORDINANCE NO. 8761

An ordinance known as "The Annual Appropriation Bill" of the City of Grand Island, Nebraska, to adopt the proposed budget statement pursuant to the Nebraska Budget Act, as amended by Addendum #1, for the fiscal year commencing October 1, 2002 and ending September 30, 2003; to provide for severability; and to provide for publication and the effective date of this ordinance.

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

SECTION 1. An appropriation is hereby made for the ensuing fiscal year to defray all necessary expenses and liabilities of City departments, funds, and operations. The object and purpose of the appropriation shall be to pay for any and all necessary expenses and liabilities for the following departments, funds, and operations.

<u>Funds</u>	<u>Expenditure</u>	<u>Operating Transfers</u>	<u>Total Appropriation</u>
General	27,164,143	3,312,997	30,477,140
Permanent Funds	0	16,200	16,200
Special Revenue	1,360,966	3,915,000	5,275,966
Debt Service	1,278,933	2,549,500	3,828,433
Capital Projects	7,137,000	0	7,137,000
Enterprise	58,593,460	0	58,593,460
Internal Service	9,411,252	0	9,411,252
Agency	2,351,429	525,195	2,876,624
Trust	1,369,490	0	1,369,490
Total Appropriation			
All Funds	<u>108,666,673</u>	<u>10,318,892</u>	<u>118,985,565</u>

SECTION 2. The proposed budget statement pursuant to the Nebraska Budget Act, is hereby amended by Addendum #1 attached hereto and approved and adopted for the fiscal year beginning October 1, 2002 and ending September 30, 2003.

Approved as to Form ? _____
August 23, 2002 ? City Attorney

ORDINANCE NO. 8761 (Cont.)

SECTION 3. If any section, subsection, or any other portion of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed separate, distinct, and independent, and such holding shall not affect the validity of the remaining portions thereof.

SECTION 4. This ordinance shall be in force and take effect from and after its passage and publication, within fifteen days in one issue of the Grand Island Independent as provided by law.

Enacted: August 27, 2002.

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Ken Gnadt, Mayor

Attest:

---

RaNae Edwards, City Clerk

<u>Funds</u>	<u>Expenditure</u>	<u>Operating Transfers</u>	<u>Total Appropriation</u>
General	27,164,143	3,312,997	30,477,140
Permanent Funds	-	16,200	16,200
Special Revenue	1,360,966	3,915,000	5,275,966
Debt Service	1,278,933	2,549,500	3,828,433
Capital Projects	7,137,000	-	7,137,000
Enterprise	58,593,460	-	58,593,460
Internal Service	9,411,252	-	9,411,252
Agency	2,351,429	525,195	2,876,624
Trust	1,369,490	-	1,369,490
Total Appropriation			
All Funds	<u>108,666,673</u>	<u>10,318,892</u>	<u>118,985,565</u>

2002 - 2003 ADDENDUM TO PROPOSED BUDGET

INCREASE  
(DECREASE)  
FUND

ACCT # APPROPRIATION

General	Economic Development	Decrease EDC Contribution	10011102-85454	(73,500)
General	Finance	New .58 FTE	10011401-85105	12,278
General	Finance	Ergonomic Counters	10011401-85615	10,000
General	Finance	Copier	10011401-85620	5,000
General	Community Projects	Increase Budgeted Maintenance Building	10011608-85324	5,000
General	Police	New CSO FTE	10022301-85105	8,101
General	Police	Decrease Budgeted Overtime	10022301-85110	(200,000)
General	Police	Increase Budgeted Computer Software	10022301-85620	125,000
General	Emergency Management	Decrease Budgeted Other Benefits	10022605-85160	(60)
General	Streets	Decrease Street Resurfacing	10033506-85354	(249,000)
General	Library	Decrease salaries	10044301-85105	(16,095)
General	Library	New 2.5 FTE	10044301-85105	35,811
General	Parks	New FTE	10044403-85105	11,678
General	Aquatics	Budgeted Repairs - Building	10044525-85319	23,000
General	Aquatics	Budgeted Repairs - Machinery	10044525-85325	13,000
General	Water Park	Decrease Budgeted Equip Maint	10044525-85325	8,500
General	Aquatics	Budgeted Sanitation	10044525-85350	800
General	Aquatics	Budgeted Telephone	10044525-85410	800
General	Lincoln Park	Decrease Equip Maint	10044526-85325	(4,000)
General	Zoo	Decrease Budgeted Building Repair	10044701-85324	(120,800)
General	Non-Departmental	Increase Volunteer Recognition	10055001-85409	2,000
General	Non-Departmental	Increase Budgeted Dive Rescue	10055001-85471	9,700
General	Non-Departmental	Budgeted Transfer	10055001-85805	601,476

CHANGE IN APPROPRIATION	208,689
PROPOSED APPROPRIATION	30,268,451
AMENDED APPROPRIATION	30,477,140

Enhanced 911	Enhanced 911	Budgeted Expenses	215-*****	(154,383)
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CHANGE IN APPROPRIATION	(154,383)
PROPOSED APPROPRIATION	378,607
AMENDED APPROPRIATION	224,224

Community Development	Program Activity	Decrease Budgeted Contract Services	25020035-85213	(972,500)
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CHANGE IN APPROPRIATION	(972,500)
PROPOSED APPROPRIATION	1,073,685
AMENDED APPROPRIATION	101,185

Parking District #1	Parking District #1	Budgeted Other Property Services	27020005-85390	(100)
Parking District #1	Parking District #1	Budgeted General Supplies	27020005-85590	(700)

CHANGE IN APPROPRIATION	(800)
PROPOSED APPROPRIATION	209,855
AMENDED APPROPRIATION	209,055

**INCREASE  
(DECREASE)  
FUND**

			<b>ACCT #</b>	<b>APPROPRIATION</b>
Business Improvement District #2	BID #2	Budgeted Contract Services	27610001-85213	3,000
Business Improvement District #2	BID #2	Budgeted Legal Notices	27610001-85419	250
Business Improvement District #2	BID #2	Budgeted General Supplies	27610001-85590	5,000
Business Improvement District #2	BID #2	Budgeted Capital Outlay	27610001-85615	8,000

CHANGE IN APPROPRIATION				16,250
PROPOSED APPROPRIATION				96,056
AMENDED APPROPRIATION				112,306

Debt Service	Debt Service	Decrease Bond Payments	31050157-85705	(141,229)
Debt Service	Debt Service	Decrease Transfer Out	31050157-85805	(2,700,000)

CHANGE IN APPROPRIATION				(2,841,229)
PROPOSED APPROPRIATION				6,669,662
AMENDED APPROPRIATION				3,828,433

Capital Projects	Capital Projects	Decrease Budgeted Fiber Optic	40015025-90002	(85,000)
Capital Projects	Non-Departmental	Budgeted Land Purchase	40015025-90005	500,000
Capital Projects	Fire	Increase Budgeted Land Acquisition	40015025-90005	200,000
Capital Projects	Public Works	Budgeted Storm Water Regs	40033520-90011	15,000
Capital Projects	Public Works	Budgeted Platte Valley Drainage	40033520-90017	(200,000)
Capital Projects	Public Works	Budgeted Bridge Structures	40033525-90048	(50,000)
Capital Projects	Public Works	Budgeted S. Locust BID #4	40033530-90056	900,000
Capital Projects	Public Works	Decrease Budgeted Street Lighting	40033535-90077	(15,000)
Capital Projects	Public Works	Budgeted Suchs Lake	40044450-90021	305,000
Capital Projects	Parks	Increase Budgeted Stolley House	40044450-90023	75,000
Capital Projects	Parks	Decrease Budgeted Maintenance Building	40044450-90034	(100,000)
Capital Projects	Parks	Increase Budgeted Soccer Fields	40044450-90035	100,000
Capital Projects	Parks	Increase Budgeted Ballfields	40044450-90039	(100,000)

CHANGE IN APPROPRIATION				1,545,000
PROPOSED APPROPRIATION				5,592,000
AMENDED APPROPRIATION				7,137,000

Solid Waste	Solid Waste	Reduce budgeted Salaries	50530040-85105	(33,460)
Solid Waste	Solid Waste	Resuce Budgeted Overtime	50530040-85110	(45,000)
Solid Waste	Solid Waste	Reduce Budgeted Engineering Services	50530043-85225	(10,000)
Solid Waste	Solid Waste	Reduce Budgeted License Fees	50530043-85424	(9,599)

CHANGE IN APPROPRIATION				(98,059)
PROPOSED APPROPRIATION				2,261,523
AMENDED APPROPRIATION				2,163,464



# City of Grand Island

Tuesday, August 27, 2002

Council Session

## Item G1

**Receipt of Official Document - Civil Service Minutes of August 7, 2002**

*Receipt of Official Document - Civil Service Minutes of August 7, 2002. See attached MINUTES.*

Staff Contact: Brenda Sutherland

**GRAND**



**ISLAND**

*Working Together for a  
Better Tomorrow. Today.*

**MINUTES**  
**CIVIL SERVICE COMMISSION**  
**August 7, 2002**

**Roll Call:      Members Present:    Burns, Hilligas**  
**Members Absent:      Leeper**  
**Also Present:            Jim Rowell, Fire Chief**

Burns called the meeting to order at 8:35 a.m.

Notice of the meeting was published in the August 5, 2002, edition of the Grand Island Independent.

The Commission amended the agenda to include item #4.

Burns moved that the Commission clarify the action taken at the 8/2/02 meeting and certify as eligible those scoring a composite of 70% or above on the Fire Prevention Division Chief exam. Hilligas seconded the motion, which passed unanimously upon roll call vote.

The Commission received a request from the Fire Department to certify names to fill the Fire Prevention Division Chief position. Hilligas moved to certify the names of the two eligible candidates, namely, Burroughs and Hotz. Burns seconded the motion, which carried unanimously upon roll call vote.

The Commission reviewed the listing of 10 candidates for Fire Captain testing. Hilligas moved to certify those meeting qualifying standards, namely, Blackburn, Bluschke, Carlin, Fhuere, Iverson, Kuehl, Miller, Shubert and Zook, and not to certify Hale by review of Article III, Section A, (3) (a), "failure to meet minimum job qualifications as set forth in the job specification." Burns seconded the motion, which passed unanimously upon roll call vote.

The Commission was presented with an ordinance to amend Section 12-5 of the Grand Island City Code (job classification titles) previously approved by the Mayor and City Council. The change was a request by the Police Department to eliminate the job title "Police Detective." Hilligas moved the Commission accept the elimination of the job title "police Detective." Burns seconded the motion which carried unanimously upon roll call vote.

There being no further business, Hilligas moved to adjourn the meeting at 9:10 a.m. Burns seconded the motion, which passed unanimously upon roll call vote.

Respectfully submitted,

**Brenda Sutherland, Secretary**  
**Civil Service Commission**

**Approved by Civil Service Commission 8-23-02**  
**Copies of approved Minutes to:            City Clerk**



# City of Grand Island

Tuesday, August 27, 2002

Council Session

## Item G2

### **Authorizing Expenditures Associated with Business Improvement Board Attendance at International Downtown Association**

*Each year, the International Downtown Association holds an annual conference to bring together professionals, appointed board members, and elected officials who are interested in seeing their downtowns grow and thrive. This year's conference is being held in Boston, Massachusetts on September 28-October 1, 2002. The Business Improvement District for the Downtown (BID #2) allocates funding for attendance at this annual conference. Participation is in accordance with the scope and purposes established for the district.*

*This year, BID #2 Boardmember Butch Mournal has indicated his willingness to attend the conference on behalf of the district. Inasmuch as the City Code requires that expenses associated with volunteer activities be approved by the City Council, approval of expenses associated with the Boardmember's attendance at the Conference is requested and recommended.*

**Staff Contact: Cindy Johnson**



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General	27,164,143	3,312,997	30,477,140
Permanent Funds	-	16,200	16,200
Special Revenue	1,360,966	3,915,000	5,275,966
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Agency	2,351,429	525,195	2,876,624
Trust	1,369,490	-	1,369,490
Total Appropriation			
All Funds	<u>108,666,673</u>	<u>10,318,892</u>	<u>118,985,565</u>

2002 - 2003 ADDENDUM TO PROPOSED BUDGET

INCREASE  
(DECREASE)  
FUND

ACCT # APPROPRIATION

General	Economic Development	Decrease EDC Contribution	10011102-85454	(73,500)
General	Finance	New .58 FTE	10011401-85105	12,278
General	Finance	Ergonomic Counters	10011401-85615	10,000
General	Finance	Copier	10011401-85620	5,000
General	Community Projects	Increase Budgeted Maintenance Building	10011608-85324	5,000
General	Police	New CSO FTE	10022301-85105	8,101
General	Police	Decrease Budgeted Overtime	10022301-85110	(200,000)
General	Police	Increase Budgeted Computer Software	10022301-85620	125,000
General	Emergency Management	Decrease Budgeted Other Benefits	10022605-85160	(60)
General	Streets	Decrease Street Resurfacing	10033506-85354	(249,000)
General	Library	Decrease salaries	10044301-85105	(16,095)
General	Library	New 2.5 FTE	10044301-85105	35,811
General	Parks	New FTE	10044403-85105	11,678
General	Aquatics	Budgeted Repairs - Building	10044525-85319	23,000
General	Aquatics	Budgeted Repairs - Machinery	10044525-85325	13,000
General	Water Park	Decrease Budgeted Equip Maint	10044525-85325	8,500
General	Aquatics	Budgeted Sanitation	10044525-85350	800
General	Aquatics	Budgeted Telephone	10044525-85410	800
General	Lincoln Park	Decrease Equip Maint	10044526-85325	(4,000)
General	Zoo	Decrease Budgeted Building Repair	10044701-85324	(120,800)
General	Non-Departmental	Increase Volunteer Recognition	10055001-85409	2,000
General	Non-Departmental	Increase Budgeted Dive Rescue	10055001-85471	9,700
General	Non-Departmental	Budgeted Transfer	10055001-85805	601,476

CHANGE IN APPROPRIATION				208,689
PROPOSED APPROPRIATION				30,268,451
AMENDED APPROPRIATION				30,477,140

Enhanced 911	Enhanced 911	Budgeted Expenses	215-*****	(154,383)
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CHANGE IN APPROPRIATION				(154,383)
PROPOSED APPROPRIATION				378,607
AMENDED APPROPRIATION				224,224

Community Development	Program Activity	Decrease Budgeted Contract Services	25020035-85213	(972,500)
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CHANGE IN APPROPRIATION				(972,500)
PROPOSED APPROPRIATION				1,073,685
AMENDED APPROPRIATION				101,185

Parking District #1	Parking District #1	Budgeted Other Property Services	27020005-85390	(100)
Parking District #1	Parking District #1	Budgeted General Supplies	27020005-85590	(700)

CHANGE IN APPROPRIATION				(800)
PROPOSED APPROPRIATION				209,855
AMENDED APPROPRIATION				209,055

**INCREASE  
(DECREASE)  
FUND**

			<b>ACCT #</b>	<b>APPROPRIATION</b>
Business Improvement District #2	BID #2	Budgeted Contract Services	27610001-85213	3,000
Business Improvement District #2	BID #2	Budgeted Legal Notices	27610001-85419	250
Business Improvement District #2	BID #2	Budgeted General Supplies	27610001-85590	5,000
Business Improvement District #2	BID #2	Budgeted Capital Outlay	27610001-85615	8,000

CHANGE IN APPROPRIATION				16,250
PROPOSED APPROPRIATION				96,056
AMENDED APPROPRIATION				112,306

Debt Service	Debt Service	Decrease Bond Payments	31050157-85705	(141,229)
Debt Service	Debt Service	Decrease Transfer Out	31050157-85805	(2,700,000)

CHANGE IN APPROPRIATION				(2,841,229)
PROPOSED APPROPRIATION				6,669,662
AMENDED APPROPRIATION				3,828,433

Capital Projects	Capital Projects	Decrease Budgeted Fiber Optic	40015025-90002	(85,000)
Capital Projects	Non-Departmental	Budgeted Land Purchase	40015025-90005	500,000
Capital Projects	Fire	Increase Budgeted Land Acquisition	40015025-90005	200,000
Capital Projects	Public Works	Budgeted Storm Water Regs	40033520-90011	15,000
Capital Projects	Public Works	Budgeted Platte Valley Drainage	40033520-90017	(200,000)
Capital Projects	Public Works	Budgeted Bridge Structures	40033525-90048	(50,000)
Capital Projects	Public Works	Budgeted S. Locust BID #4	40033530-90056	900,000
Capital Projects	Public Works	Decrease Budgeted Street Lighting	40033535-90077	(15,000)
Capital Projects	Public Works	Budgeted Suchs Lake	40044450-90021	305,000
Capital Projects	Parks	Increase Budgeted Stolley House	40044450-90023	75,000
Capital Projects	Parks	Decrease Budgeted Maintenance Building	40044450-90034	(100,000)
Capital Projects	Parks	Increase Budgeted Soccer Fields	40044450-90035	100,000
Capital Projects	Parks	Increase Budgeted Ballfields	40044450-90039	(100,000)

CHANGE IN APPROPRIATION				1,545,000
PROPOSED APPROPRIATION				5,592,000
AMENDED APPROPRIATION				7,137,000

Solid Waste	Solid Waste	Reduce budgeted Salaries	50530040-85105	(33,460)
Solid Waste	Solid Waste	Resuce Budgeted Overtime	50530040-85110	(45,000)
Solid Waste	Solid Waste	Reduce Budgeted Engineering Services	50530043-85225	(10,000)
Solid Waste	Solid Waste	Reduce Budgeted License Fees	50530043-85424	(9,599)

CHANGE IN APPROPRIATION				(98,059)
PROPOSED APPROPRIATION				2,261,523
AMENDED APPROPRIATION				2,163,464



# City of Grand Island

Tuesday, August 27, 2002

Council Session

## Item G3

### Approving Minutes of August 12, 2002 City Council Special Meeting

*The Minutes of the August 12, 2002 City Council Special Meeting are submitted for approval. See attached MINUTES.*

Staff Contact: RaNae Edwards

## OFFICIAL PROCEEDINGS

### CITY OF GRAND ISLAND, NEBRASKA

#### MINUTES OF CITY COUNCIL SPECIAL MEETING

August 12, 2002

Pursuant to due call and notice thereof, a Special 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 August 12, 2002. Notice of the meeting was given in the Grand Island Independent on August 6, 2002.

Mayor Ken Gnadt called the meeting to order at 5:30 p.m. The following members were present: Councilmembers Pielstick, Ward, Seifert, Larson, Hornady, Whitesides, Haase, Murray, Walker and Sorensen. The following City Officials were present: City Administrator Marlan Ferguson, Deputy City Clerk Cindy Brozek, Public Works Director Steve Riehle, and Finance Director David Springer.

Public Hearing on Proposed FY2002-2003 Grand Island Area Solid Waste Agency Budget. Public Works Director Steve Riehle and Solid Waste Superintendent Kevin McKennon discussed the change in how trash was measured (changed from measuring by cubic yards to tonnage), which lowered the amount of predicted revenue received from gate fees. This situation required a rate increase which was reflected in the proposed budget for 2002-2003.

Councilmember Pielstick had questions regarding expenditures, salaries, machinery and equipment. Councilmember Larson had a question regarding unrestricted cash balance. No public testimony was heard.

Approving Adoption of GY2002-2003 Annual Budget for the Grand Island Area Solid Waste Agency: Motion was made by Larson, second by Ward to approve. Motion carried unanimously.

#### REVIEW OF SALARY ORDINANCE

Human Resources Director Brenda Sutherland presented the proposed salary ordinance. Councilmember Walker had some questions regarding the COLA, health insurance, and number of employees. Councilmember Pielstick requested to see the salary listing before addressing this issue. Councilmember Haase made comments regarding the COLA. The Mayor commented that many aspects of the salary ordinance are mandated by law.

#### PUBLIC HEARING ON PROPOSED FY 2002-2003 CITY SINGLE BUDGET

City Administrator Marlan Ferguson discussed his budget message. Finance Director David Springer discussed GASB, lid calculation, and other aspects of the budget. No public testimony was heard.

## REVIEW OF PROPOSED FISCAL YEAR 2002-2003 ANNUAL BUDGET

Councilmember Murray indicated that he would like to move \$200,000 back into the fund for acquiring land for the new Fire Station. Finance Director David Springer indicated \$147,500 was being added for mobile data equipment for the Police Department, and \$90,000 to Parks for mowers, etc. Councilmember Sorensen inquired about underpass projects, to which Public Works Director Steve Riehle explained that there would be some Federal dollars coming for bridge projects in the near future. Councilmember Haase had a question regarding the cemetery trust fund. Councilmember Pielstick indicated that it had been her understanding that the cemetery trust fund name was going to be changed. City Administrator Marlan Ferguson asked for direction regarding the \$200,000 for the proposed new Fire Station.

Motion by Murray, second by Whitesides to move \$200,000 back into the budget for a new fire station location. Upon roll call vote, Councilmembers Pielstick, Ward, Sefiert, Hornady, Whitesides, Haase, and Murray voted aye. Councilmembers Larson and Sorensen voting nay. Motion adopted.

BID #4: Mike Toukan, 1808 South Locust, Byron Wheeler, 2606 Apache, and Scott Zana, 209 Lakeside Drive, spoke in favor of moving South Locust BID #4 forward into this budget. Councilmember Pielstick made a motion to move \$900,000 into the budget for BID#4 in 2003. Councilmember Hornady seconded the motion, Motion passed unanimously.

Building and Capital Planning: Finance Director David Springer discussed the inclusion of fiber optic connections.

Public Works: Public Works Director Steve Riehle discussed each division in regard to the Budget. Public Works Director Steve Riehle also discussed the annual paving program for which Councilmembers Larson, Haase and Ward had questions and comments. A brief review of storm drainage followed.

Parks and Recreation: Parks and Recreation Director Steve Paustian indicated that this was a "status quo" budget for the Parks Department. Councilmember Walker inquired about land acquisition for CHAAP. Mr. Paustian explained that this was for a shooting sports facility. The Stolley Park Zoo site was discussed. Mr. Paustian indicated that there are no funds in the budget this year for improvements. Councilmember Pielstick suggested that the Pavilion in Hastings be looked at to consider a similar site in Stolley Park. Councilmember Haase had questions regarding Loewenstein Park.

Fire Services: Fire Chief Jim Rowell discussed the general fund, appropriations summary, revenue detail, and budget highlights.

Police Services: Police Chief Kyle Hetrick discussed capital outlay and the appropriations summary.

ADJOURNMENT: The meeting was adjourned at 8:58 p.m.

Respectfully submitted,

Cindy Brozek  
Deputy City Clerk



# City of Grand Island

Tuesday, August 27, 2002

Council Session

## Item G4

### Approving Minutes of August 13, 2002 City Council Regular Meeting

*The Minutes of the August 13, 2002 City Council Regular Meeting are submitted for approval. See attached MINUTES.*

Staff Contact: RaNae Edwards



## OFFICIAL PROCEEDINGS

### CITY OF GRAND ISLAND, NEBRASKA

#### MINUTES OF CITY COUNCIL REGULAR MEETING

August 13, 2002

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 August 13, 2002. Notice of the meeting was given in the Grand Island Independent on August 7, 2002.

Mayor Ken Gnadt called the meeting to order at 7:00 p.m. The following members were present: Councilmembers Pielstick, Ward, Seifert, Larson, Hornady, Whitesides, Haase, Murray, Walker and Sorensen. The following City Officials were present: City Administrator Marlan Ferguson, Deputy City Clerk Cindy Brozek, City Attorney Charlie Cuypers, Public Works Director Steve Riehle and Finance Director David Springer.

PLEDGE OF ALLEGIANCE was said followed by the INVOCATION given by Councilmember Jackie Pielstick.

RESERVE TIME TO SPEAK ON AGENDA ITEMS: Thirteen individuals reserved time to speak on agenda items. Thirteen individuals reserved time to speak on agenda items.

#### PRESENTATIONS AND PROCLAMATIONS:

Recognition of Police Chief Kyle Hetrick and Sergeant Clyde Church for 30 Years of Service. The Mayor and City Council recognized Police Chief Kyle Hetrick and Sergeant Clyde Church for their 30 years of dedicated service to the Grand Island Police Department. Chief Kyle Hetrick was present for the presentation.

Presentation by the German Heritage Group. Wayne and Carol Schroeder and Carlyle and Margaret Smith presented the Mayor and City Council with a "Declaration of Friendship" between the City of Grand Island and Bad Segeberg, Germany. These four Grand Island residents returned from a trip to Bad Segeberg, Germany, where they presented Bad Segeberg's mayor with one of the "Declaration of Friendship's" signed by Mayor Gnadt and City Administrator Marlan Ferguson. The "Declaration of Friendship" signed by Bad Segeberg's was presented to Mayor Gnadt and the City Council. Grand Island resident Edith Robbins read the German portion of the document. The group also presented the Mayor with a book from the Mayor of Bad Segeberg.

ADJOURN BOARD OF EQUALIZATION: Motion by Whitesides, second by Ward, carried unanimously to adjourn to the Board of Equalization.

#2002-BE-5 – Determining Benefits for Sanitary Sewer District #492, R & B Subdivision. Motion by Seifert, second by Sorensen, to approve Resolution #2002-BE-5, carried unanimously.

RETURN TO REGULAR SESSION: Motion by Hornady, second by Sorensen, carried unanimously to return to Regular Session.

PUBLIC HEARINGS:

Public Hearing on Acquisition of Utility Easement Located at 231 South Locust Street. (Hall County) Gary Mader, Utilities Director, reported that acquisition of a utility easement located at 231 South Locust Street, was required in order to have access to install, upgrade, maintain, and repair power appurtenances. This easement would be used to locate a pad mounted transformer to serve the remodeled Seltzer Building. No public testimony was heard.

Public Hearing on Acquisition of Utility Easement Located at 3133 West Highway 34. (Stuhr Museum) Gary Mader, Utilities Director, reported that acquisition of a utility easement located at 231 South Locust Street, was required in order to have access to install, upgrade, maintain, and repair power appurtenances. This easement would be used to relocate the primary cable serving the Taylor Ranch area of the Museum. No public testimony was heard.

Public Hearing on Acquisition of Utility Easement Located Along Wildwood Drive on the South Side of Platte Valley Industrial Park. (Kevin and Denise Mohr) Steve Riehle, Public Works Director, reported that acquisition of a utility easement located along Wildwood Drive on the south side of the Platte Valley Industrial Park, was required in order to have access to install, upgrade, maintain, and repair public utilities. No public testimony was heard.

Public Hearing on Acquisition of Utility Easement Located in Lot Three (3), Pedcor Subdivision. (Pedcor) Steve Riehle, Public Works Director, reported that acquisition of a utility easement located in Lot Three (3), Pedcor Subdivision, was required in order to have access to install, upgrade, maintain, and repair public utilities. This easement is needed to changes made in the loctation of the public sanitary sewer main on lot 3. No public testimony was heard.

Public Hearing on Acquisition of Utility Easement Located in the Ponderosa Lake Estates Subdivision. Steve Riehle, Public Works Director, reported that acquisition of a utility easement located in the Ponderosa Lake Estates Subdivision, was required in order to have access to install, upgrade, maintain, and repair public utilities. No public testimony was heard.

Public Hearing on Acquisition of Right of Way for Hike/Bide Trail Adjacent to St. Joe Railroad Tracks. Steve Paustian, Parks and Recreation Director, reported that the City has had ongoing discussions with the Baasch family regarding selling the City an easement for the hike/bike trail. The most recent contact with the Baasch family indicated that a voluntary acquisition was now likely and that an action in eminent domain would be required to obtain the right of way. Attorney Vince Dowding, representing the Baasch family, spoke in opposition. No further public testimony was heard.

Public Hearing on Adoption of Official City Zoning Map as a Result of Annexation. Chad Nability, Regional Planning Director, reported that the Regional Planning Department had developed the Official Zoning Map in accordance with Section 36-7 of the Grand Island City Code whereby establishing the location, size, shape and boundaries of the zones approved by the City Council for the enforcement of zoning regulations. It had been recommended that the Official Zoning Map be ratified, affirmed, readopted and published as a result of annexation of adjacent suburban/urban properties. The Regional Planning Commission approved the Official Zoning Map at their July 10, 2002 meeting. No public testimony was heard.

Public Hearing on Request of Ryan and Lisa Crouch, 2231 West 11<sup>th</sup> Street, for Conditional Use Permit for Temporary Placement of Trailer House Located at 541/531 Midaro Drive. Craig Lewis, Building Department Director, reported that the Crouch's have requested the Conditional Use Permit to allow for continued temporary placement of a trailer house on the property, to remain until the Crouches have built a permanent home at the site. Lisa Crouch, 2231 West 11<sup>th</sup> Street, spoke in favor.

ORDINANCES:

#8748 – Consideration of Annexation – Areas 2, 3, 5b, 6, 9, 10 & 11. (Third Reading)

Motion was made by Larson, second by Hornady, to approve Ordinance #8748 on third and final reading. Mike Johnson and Darlene Niemoth spoke in opposition. Upon roll call vote, all voted aye. Motion adopted.

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

#8756 - Consideration of Assessments for Sanitary Sewer District #492, R & B Subdivision

#8757 - Consideration of Amending Chapter 12 of the Grand Island City Code Relative to Positions Subject to the Civil Service Act

#8758 – Consideration of Amending Chapter 15 of the Grand Island City Code Relative to the National Electrical Code

#8759 – Consideration of Vacating Public Utility Easement at 1809 West Anna Street

#8755 - Consideration of Salary Ordinance

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 their first reading and then upon final passage and call for a roll call vote on each reading and then upon final passage. Councilmember Pilestick seconded the motion. Upon roll call vote, all voted aye. Motion adopted.

Mayor: Is there any one in the audience interested in these ordinances? No public testimony was heard.

City Clerk: Ordinances #8756, #8757, #8758, #8759, #8755 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: Ordinance #8756, #8757, #8758, #8759, and #8755 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: By reason of the roll call votes on first reading and then upon final passage, Ordinances # 8756, #8757, #8758, #8759, and #8755 are declared to be lawfully passed and adopted upon publication as required by law.

CONSENT AGENDA: Motion by Pielstick, second by Hornady, carried unanimously to approve the Consent Agenda with the exception of G-12 and G-27.

Receipt of Official Document – Civil Service Minutes of July 17, 2002 and August 2, 2002.

Receipt of Official Document – Community Redevelopment Authority Resolution #39

Approving Appointments to the Animal Advisory Board.

Approving Request of Fonner Park Exposition and Events Center, Inc. for Ratification of Election of Board of Directors.

Approving Minutes of July 23, 2002 City Council Regular Meeting.

Approving Request of Ryan and Lisa Crouch, 2231 West 11<sup>th</sup> Street, for Conditional Use Permit for Temporary Placement of a Trailer House Located at 541/531 Midaro Drive.

#2002-230 - Approving Acquisition of Utility Easement – 231 South Locust Street, Hall County

#2002-231 - Approving Acquisition of Utility Easement – 3133 West Highway 34, Stuhr Museum

#2002-232 - Approving Acquisition of Public Utility Easement Along Wildwood Drive on South Side of Platte Valley Industrial Park

#2002-233 - Approving Acquisition of Public Utility Easement in Lot Three (3), Pedcor Subdivision

#2002-234 - Approving Acquisition of Public Utility Easements in Ponderosa Lake Estates Subdivision

#2002-236 - Approving Adoption of Official Zoning Map as a Result of Annexation

#2002-237 - Approving Budget for Business Improvement District #4 and Setting Date for Board of Equalization

#2002-238 - Approving Interlocal Agreement with Hall County for South Locust Street Lighting at Schimmer Drive and Wildwood Drive

#2002-239 - Approving Continuation and Construction of Water Main District 440, Robert, Gretchen, and Del Mar Avenues

#2002-240 - Approving Bid Award for Precipitator and Inlet Duct Modifications – Platte Generating Station with TIC Industrial Company, Steamboat Springs, Colorado in an Amount of \$272,850.00.

#2002-241 - Approving Bid Award for Installation of Greenhouse with Stuppy Greenhouse Manufacturing Company, North Kansas City, Missouri in an Amount of \$27,475.00.

#2002-242 - Approving Utility Property Farm Lease – Farm #17 with Mike Lilienthal.

#2002-243 - Approving Change Order #1 for Galvanized Chain Link Fence and Gates – PGS for an Increase of \$2,846.87 and an Adjusted Contract Amount of \$131,451.12.

#2002-244 - Approving Continuation of Sanitary Sewer District 506, 543’ of Lillie Drive West of North Road.

#2002-245 - Approving Bid Award for Sandblasting/Painting Island Oasis Water Park with HEG Painting Company, Cherokee, Iowa in an Amount of \$59,163.00.

#2002-246 - Approving Certificate of Final Completion for the Webb Road Athletic Field Grading with Dobesh Land Leveling, Grand Island, Nebraska.

#2002-247 - Approving Change Order #2 for the Grand Island Wading Pools with Tri-Valley Builders, Inc., Grand Island for a Net Increase of \$3,778.95 and a Revised Contract Amount of \$690,642.95.

#2002-248 - Approving Bid Award for Precipitator and Duct Cleaning – Platte Generating Station with W-S Industrial Services, Inc., Council Bluffs, Iowa in an Amount of \$55,350.00.

#2002-249 - Approving Contract for Engineering Services for Sucks Lake Enhancement and Restoration Project with Olsson Associates, Grand Island, Nebraska in an Amount of \$32,591.00.

#2002-235 – Approving Acquisition of Right of Way for Hike/Bike Trail Adjacent to St. Joe Railroad Track.

#2002-251 - Approving Bid Award for Amateur Radio Repeater and Accompanying Communications Equipment (Repeaters) with TX RX Systems, Inc., Angola, New York in an

Amount of \$4,719.72. Cindy Johnson, Community Projects Director, explained the purpose of this purchase. Sam Stelk, 1218 Plantation Place spoke in support.

REQUESTS AND REFERRALS:

Request of Lee Meents for Approval of Manufactured Home Park Permit at 3842 W. Old Highway #30: Lee Meents spoke in support. 12 letters in opposition were received by the City Clerk's Office. The following individuals spoke in opposition:

Richard Enevoldsen of 1616 Jerry Drive  
Theresa Webben, 1610 Jerry Drive  
Dorothy Aubushon, 3921 Reuting Road  
Mary Enevoldsen, 1616 Jerry Drive  
Doug Riedy, 3928 Reuting Road  
Diane Johnson, 1616 Virginia Drive  
Michael Jaeger, 1717 Virginia Drive

Motion by Pielstick to deny the request, second by Hornady. Motion carried unanimously.

PAYMENT OF CLAIMS:

Motion by Whitesides, second by Haase, carried unanimously to approve the Claims for the period of July 24, 2002 through August 13, 2002, for a total amount of \$5,222,869.97.

ADJOURN TO EXECUTIVE SESSION: Motion by Larson, second by Hornady, carried unanimously to adjourn to executive session at 8:45 p.m. to discuss Union Negotiations and Personnel Issues.

RETURN TO REGULAR SESSION: Motion by Hornady, second by Murray, carried unanimously to return to Regular Session at 9:36 p.m.

REVIEW OF PROPOSED FY2002-2003 ANNUAL BUDGET. Utilities Director Gary Mader made a presentation regarding the Electric and Water Utilities. City Administrator Marlan Ferguson recommended expenditures for charitable agencies to remain the same as last fiscal year. Finance Director David Springer reported on changes to the proposed budget and the effect on the 2003 budgeted cash reserve. Because budget issues have been covered, City Administrator Marlan Ferguson announced that the Budget Work Session originally scheduled for Wednesday, August 14 at 5:30 p.m. was now canceled.

ADJOURNMENT: The meeting was adjourned at 10:05 p.m.

Respectfully submitted,

Cindy Brozek  
Deputy City Clerk



# City of Grand Island

Tuesday, August 27, 2002

Council Session

## Item G5

### Approving Minutes of August 20, 2002 City Council Study Session

*The Minutes of the August 20, 2002 City Council Study Session are submitted for approval.  
See attached MINUTES.*

Staff Contact: RaNae Edwards

OFFICIAL PROCEEDINGS

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL STUDY SESSION

August 20, 2002

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 August 20, 2002. Notice of the meeting was given in the Grand Island Independent on August 14, 2002.

Mayor Ken Gnadt called the meeting to order at 7:00 p.m. The following members were present: Councilmembers Pielstick, Ward, Seifert, Larson, Hornady, Whitesides, Haase, Murray, Walker and Sorensen. The following City Officials were present: City Administrator Marlan Ferguson, City Clerk RaNae Edwards, City Attorney Charlie Cuypers, Public Works Director Steve Riehle and Finance Director David Springer.

PLEDGE OF ALLEGIANCE was said.

RESERVE TIME TO SPEAK ON AGENDA ITEMS: No individuals reserved time to speak on agenda items.

Presentation by Susan Seacrest Regarding the 15<sup>th</sup> Annual Children's Groundwater Festival for 2003 and the Statewide Ground Water Education Program. Mayor Gnadt introduced Susan Seacrest to update the Council with regards to the 15<sup>th</sup> Annual Children's Groundwater Festival for 2003 and Statewide Ground Water Education Program. The Children's Groundwater Festival has been held annually since 1989. Mentioned was the money spent during this event and the 45,000 children that had been served since 1989. Ms. Seacrest thanked the City for their involvement in these events.

Presentation by Pam Price and Susan Gallagher Regarding the Stuhr Museum Train. Pam Price and Susan Gallagher, Executive Director of Stuhr Museum made a presentation concerning the train fundraising strategy plan. Mentioned was the County's decision to place the capital cost of a train on the November ballot and the possible Operating Train Endowment. Ms. Price invited the City to come on board and help in this endeavor.

Reviewed was the fundraising strategy of issuing bonds for \$4.9 million. Requested was support from the City to help fund the operation of the train until an endowment could be raised to support the annual operation costs of the train, which was estimated to take approximately 10 years.

Councilmember Whitesides suggested that this item be put on the next meeting agenda for a vote. Glendale Reiss, 910 North Boggs, spoke of the challenges of a project like this. Lewis Kent, 624 East Meves, spoke in support and questioned if the committee had an alternative plan.



Presentation by Mark Vess Regarding the Thermal Decontamination of Load Line 1 at CHAAP. Gary Hedman representing Southern Public Power District introduced Mark Vess, Senior Project Manager with MKM Engineers. Also present was Billy Moses, Quality Control of Bomb Disposal with MKM Engineers. Presented was a video of burning Load Line 1 at CHAAP.

Councilmember Larson questioned how long this would take to clean up. Mr. Vess stated that the plan was to do one Load Line a year. Mr. Vess presented the Mayor with a plaque from MKM Engineers for the support of the City in cleaning up the Cornhusker Army Ammunition Plant.

Discussion Concerning Stormwater and Drainage into Cottonwood and Sucks Lakes. Steve Paustian, Parks and Recreation Director, updated the council on a \$45,000 grant project to improve Suck's Lake. The project would include dredging the lake to deepen it as well as modifications to the storm sewer system that drains into the lake to prevent silting and keep storm water contaminants out of the lake. Total cost of Suck's Lake restoration would be approximately \$331,237.

Councilmember Seifert questioned if there would be aeration in the lake. Mr. Paustain stated there would be.

Steve Riehle, Public Works Director briefed the Council on a project being considered for Cottonwood Lake. Cottonwood Lake (also known as Brach's or Joe's Lake by some Grand Island residents) had also experienced silting problems from storm water culverts that drained into the Lake. The Cottonwood Lake Association had approached City staff and would like the City to remove the silt and install controls to prevent it from silting in again. The Association would like to partner with the City on a joint project to remove the silt and dredge the lake to deepen it.

Staff suggested that these two projects be done at the same time to save money. The Cottonwood Lake Association would like to see a cost share of a 50/50 split. Discussed was using public funds for a private lake. Councilmember Walker asked what the cost would be to do this project. Mr. Riehle stated costs would be approximately \$48,000. Councilmember Larson stated that the City needs to clean up the problems created by the City, which would benefit both the City and the Cottonwood Lake Association. Ilene Gruendel, President of Cottonwood Lake Association, spoke in support.

Sidewalk Committee Report. Steve Riehle, Public Works Director, reported that the Sidewalk Committee had reviewed the Geographic Information System maps and concentrated on areas leading to and away from schools. The Committee identified areas where they believed Council should order sidewalks installed before school starts in the Fall of 2003. It was mentioned that after the Study Session, the Sidewalk Committee would review the areas, meet with property owners in areas where there may be some installation problems with sidewalks, hammer out details, and then come back to Council with the final list. The Committee would then ask Council to direct the Staff to write letters to property owners telling them to install sidewalks before school starts in Fall 2003.

Councilmember Ward suggested notifying the public through the newspaper or utility bills with regards to installing sidewalks. Councilmember Hornady questioned if it was necessary to put sidewalks on both sides of the street.

Norm Saale, 1314 South Harrison Street, spoke in support with regards to installing sidewalks along the west side of Harrison Street.

ADJOURNMENT: The meeting was adjourned at 8:45 p.m.

Respectfully submitted,

RaNae Edwards  
City Clerk



# City of Grand Island

Tuesday, August 27, 2002

Council Session

## Item G6

### Approving Minutes of August 20, 2002 City Council Special Meeting

*The Minutes of the August 20, 2002 City Council Special Meeting are submitted for approval. See attached MINUTES.*

Staff Contact: RaNae Edwards

OFFICIAL PROCEEDINGS

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL SPECIAL MEETING

August 20, 2002

Pursuant to due call and notice thereof, a Special 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 August 20, 2002. Notice of the meeting was given in the Grand Island Independent on August 14, 2002.

Mayor Ken Gnadt called the meeting to order at 8:45 p.m. The following members were present: Councilmembers Pielstick, Ward, Seifert, Larson, Hornady, Whitesides, Haase, Murray, Walker and Sorensen. The following City Officials were present: City Administrator Marlan Ferguson, City Clerk RaNae Edwards, Public Works Director Steve Riehle, Finance Director David Springer and City Attorney Charlie Cuypers.

EXECUTIVE SESSION:

Motion by Pielstick, second by Hornady, carried unanimously to adjourn to executive session at 8:45 p.m. for the purpose of discussing union negotiations.

RETURN TO REGULAR SESSION:

Motion by Pielstick, second by Seifert, carried unanimously to reconvene in regular session at 9:40 p.m.

ADJOURNMENT: The meeting was adjourned at 9:40 p.m.

Respectfully submitted,

RaNae Edwards  
City Clerk



# City of Grand Island

Tuesday, August 27, 2002

Council Session

## Item G7

### **Approving Request of Patricia Lange, 521 Memorial Drive, for Liquor Manager Designation for Bosselman, Inc. dba Pump & Pantry #3, Capital Avenue and US Highway 281**

*Patricia Lange, 521 Memorial Drive, representing Bosselman, Inc. dba Pump & Pantry #3, Capital Avenue and US Highway 281, has submitted an application with the City Clerk's Office for a Liquor Manager Designation in conjunction with the Class "B-13151" Liquor License. This application has been reviewed by the Police Department and City Clerk's Office. Approval is recommended.*

Staff Contact: RaNae Edwards



# City of Grand Island

Tuesday, August 27, 2002

Council Session

## Item G8

### **#2002-252 - Approving Acquisition of Easements Located in Sanitary Sewer District 500, Seedling Mile area**

*This item relates to the aforementioned Public Hearing. Sanitary Sewer District No. 500 was created by the Grand Island City Council on May 22, 2001. The District completed the 30-day protest period on June 28, 2001 and was continued by Council on July 10, 2001. In conjunction with the installation of Sanitary Sewer District No. 500, it is necessary to acquire easements for the installation, upgrade, maintenance and repair of the public sewer mains to be installed under the District. The property owners have been contacted regarding the terms of these easements and it is now time for Council approval of the acquisition. The cost of the easements is expected to be a small portion of the project costs.*

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

R E S O L U T I O N    2002-252

WHEREAS, the City of Grand Island is interested in acquiring easements from the following parties to install, maintain, repair and upgrade Sanitary Sewer District No. 500; and

WHEREAS, a public hearing was held on August 27, 2002, for the purpose of discussing the proposed acquisition of easements and rights-of-way affecting the following tracts of land:

Name	Property Description
Midland Ag Services, Inc., a Nebraska corporation	<p>A part of Section Fourteen (14), Township Eleven (11) North, Range Nine (9) West of the 6<sup>th</sup> P.M., in the City of Grand Island, Hall County, Nebraska, more particularly described as follows:</p> <p>A tract of land beginning at the southwest corner of Lot Thirty-Six (36), Sass Second Subdivision; thence east on the south line of Lots Thirty-Four (34), Thirty-Five (35) and Thirty-Six (36), Sass Second Subdivision to the southeast corner of Lot Thirty-Four (34) Sass Second Subdivision; thence south on a line perpendicular to the south line of Sass Second Subdivision for a distance of 20.0 feet; thence west on a line 20.0 feet south of and parallel to the south line of Sass Second Subdivision for a distance of 316.8 feet to the east line of Lot One (1), Industrial Addition; thence north on the east line of Industrial Addition for a distance of 20.0 feet to the point of beginning; AND</p> <p>A tract of land beginning at a point on the south line of Sass Second Subdivision, said point being 33.0 feet west of the east line of the Northeast Quarter (SE1/4) of Section 14-11-9; thence south on a line 33.0 feet west of and parallel to the east line of Section 14-11-9 for a distance of 20.0 feet; thence west on a line 20.0 feet south of and parallel to the south line of Sass Second Subdivision for a distance of 674.03 feet; thence north on a line perpendicular to the south line of Sass Second Subdivision for a distance of 20.0 feet; thence east on the south line of Sass Second Subdivision for a distance of 674.03 feet to the point of beginning.</p>
Gary P. Huffer and Susan L. Huffer, husband and wife	<p>A part of Lot Twenty (20), Sass Subdivision in the City of Grand Island, Hall County, Nebraska, more particularly described as follows:</p> <p>Being the south 20.0 feet of the south 277.0 feet of the north 310.0 feet of the east 20.0 feet of Lot Twenty (20), Sass Subdivision.</p>

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August 23, 2002            ?    City Attorney

Melvarae Briseno	<p>A part of Section Fourteen (14), Township Eleven (11) North, Range Nine (9) West of the 6<sup>th</sup> P.M., in the City of Grand Island, Hall County, Nebraska, more particularly described as follows:</p> <p>Beginning at the southwest corner of Lot Thirty Three (33), Sass Second Subdivision; thence east on the south line of Sass Second Subdivision for a distance of 295.17 feet; thence south on a line perpendicular to the south line of Sass Second Subdivision for a distance of 20.0 feet; thence west on a line 20.0 feet south of and parallel to the south line of Sass Second Subdivision for a distance of 295.17 feet; thence north on a line perpendicular to the south line of Sass Second Subdivision for a distance of 20.0 feet to the point of beginning.</p>
Abigail Martin	<p>A part of Lot Four (4), Sass Subdivision in the City of Grand Island, Hall County, Nebraska, more particularly described as follows:</p> <p>Being the north 6.0 feet of the west 6.0 feet of the south quarter of Lot Four (4), Sass Subdivision.</p>
Walter A. Meinecke and Evelyn D. Meinecke, husband and wife	<p>A part of Lots Eleven (11) and Twelve (12), Sass Second Subdivision, in the City of Grand Island, Hall County, Nebraska, more particularly described as follows:</p> <p>Being the west 6.0 feet of Lots Eleven (11) and Twelve (12), Sass Second Subdivision.</p>
Donald E. McCulley, a single person	<p>A part of Lots Eighteen (18) and Nineteen (19), Sass Subdivision in the City of Grand Island, Hall County, Nebraska, more particularly described as follows:</p> <p>Being the south 20.0 feet of the south 277.0 feet of the north 310.0 feet of Lots Eighteen (18) and Nineteen (19), Sass Subdivision.</p>
Albert Dale Sass and Jonathan Sass	<p>A part of Section Fourteen (14), Township Eleven (11) North, Range Nine (9) West of the 6<sup>th</sup> P.M., in the City of Grand Island, Hall County, Nebraska, more particularly described as follows:</p> <p>A tract of land beginning at the southwest corner of Lot Thirty-Six (36), Sass Second Subdivision; thence east on the south line of Lots Thirty-Four (34), Thirty-Five (35) and Thirty-Six (36), Sass Second Subdivision to the southeast corner of Lot Thirty-Four (34), Sass Second Subdivision; thence south on a line perpendicular to the south line of Sass Second Subdivision for a distance of 20.0 feet; thence west on a line 20.0 feet south of and</p>

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August 23, 2002 ? City Attorney



	<p>parallel to the south line of Sass Second Subdivision for a distance of 316.8 feet to the east line of Lot One (1), Industrial Addition; thence north on the east line of Industrial Addition for a distance of 20.0 feet to the point of beginning; AND</p> <p>A tract of land beginning at a point on the south line of Sass Second Subdivision, said point being 33.0 feet west of the east line of the Northeast Quarter of Section 14-11-9; thence south on a line 33.0 feet west of and parallel to the east line of Section 14-11-9 for a distance of 20.0 feet; thence west on a line 20.0 feet south of and parallel to the south line of Sass Second Subdivision for a distance of 674.03 feet; thence north on a line perpendicular to the south line of Sass Second Subdivision for a distance of 20.0 feet; thence east on the south line of Sass Second Subdivision for a distance of 674.03 feet to the point of beginning.</p>
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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 easements from the parties identified above on the above-described tracts of land.

BE IT FURTHER RESOLVED, that if successful negotiations for such easements are not possible, the City Attorney is hereby authorized and directed to commence condemnation proceedings on behalf of the City of Grand Island to acquire such easements.

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Adopted by the City Council of the City of Grand Island, Nebraska, August 27, 2002.

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

Approved as to Form ? _____ August 23, 2002 ? City Attorney
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# City of Grand Island

Tuesday, August 27, 2002

Council Session

## Item G9

### **#2002-253 - Approving Acquisition of Right of Way in Sanitary Sewer District 501, Freedom Drive**

*This item relates to the aforementioned Public Hearing. Sanitary Sewer District No. 501 was created by the Grand Island City Council on August 28, 2001. The District completed the 30-day protest period on October 4, 2001 and was continued by Council on October 23, 2001. Council action is necessary for the City of Grand Island to acquire public easements and right-of-way for the District. In conjunction with the installation of Sanitary Sewer District No. 501, it is necessary to acquire easements for the installation, upgrade, maintenance and repair of the sewer mains to be installed under the District. The property owner has agreed to the terms of this easement and it is now time for Council approval of the agreement. The cost of the easement is expected to be a small portion of the project costs.*

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

RESOLUTION 2002-253

WHEREAS, the City is interested in acquiring public right-of-way along Stolley Park Road, adjacent to Freedom Acres Subdivision, from Verna Schwarz, a single person, for the purpose installing, maintaining, upgrading and repairing Sanitary Sewer District No. 501; and

WHEREAS, a public hearing was held on August 27, 2002 for the purpose of discussing the proposed acquisition of right-of-way through a part of the Northeast Quarter (NE1/4) of Section Twenty Six (26), Township Eleven (11) North, Range Ten (10) West of the 6<sup>th</sup> P.M. in Hall County, Nebraska, being more particularly described as follows:

Beginning at the northwest corner of Lot One (1), Schuele Subdivision; thence northeast along the westerly line of Schuele Subdivision to a point Thirty Three (33.0) feet south of the north line of the Northeast Quarter (NE1/4) of Section 26-11-10; thence west on a line Thirty Three (33.0) feet south of and parallel to the north line of said Northeast Quarter (NE1/4) to a point on the prolongation of the west right-of-way line of Freedom Drive; thence south Seven (7.0) feet on said prolongation of Freedom Drive to a point Forty (40.0) feet south of the north line of the Northeast Quarter (NE1/4) of Section 26-11-10; thence east on a line Forty (40.0) feet south of and parallel to said north line of the Northeast Quarter (NE1/4) to the point of beginning, said tract containing 0.097 acres more or less, as shown on the plat dated July 2, 2002 attached hereto.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island is hereby authorized to acquire public right-of-way from Verna Schwartz, a single person, for the above-described property.

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Adopted by the City Council of the City of Grand Island, Nebraska on August 27, 2002.

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RaNae Edwards, City Clerk

Approved as to Form ? _____ August 23, 2002 ? City Attorney
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# City of Grand Island

Tuesday, August 27, 2002

Council Session

## Item G10

### **#2002-254 - Approving Acquisition of Public Utility Easements Located in Sanitary Sewer Project 2002-S-5**

*This item relates to the aforementioned Public Hearing. Shoemaker Elementary School would like to have City sanitary sewer. They are working with the developers of Country Meadows Subdivision to build Sanitary Sewer Project 2002-S-5. In conjunction with the installation of Sanitary Sewer Project 2002-S-5, it is necessary to acquire easements for the installation, upgrade, maintenance and repair of the public sewer mains to be installed for the project. The property owners have been contacted regarding the terms of these easements and it is now time for Council approval of the acquisition. There will be no City costs involved in either easement acquisition or construction of the project.*

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

R E S O L U T I O N    2002-254

WHEREAS, the City of Grand Island is interested in acquiring easements from the following parties to install, maintain, repair and upgrade Sanitary Sewer Project 2002-S-5; and

WHEREAS, a public hearing was held on August 27, 2002, for the purpose of discussing the proposed acquisition of easements and rights-of-way affecting the following tracts of land:

Name	Property Description
Hall County School District No. 2, formerly known as School District No. 38	<p>A part of Section Fourteen (14), Township Eleven (11) North, Range Ten (10) West of the 6<sup>th</sup> P.M. in the City of Grand Island, Hall County, Nebraska; more particularly described as follows:</p> <p>Beginning at the southwest corner of the South Half of the Southeast Quarter (S1/2, SE1/4) of Section 14-11-10; thence east on the south line of said Southeast Quarter (SE1/4) a distance of 231.0 feet; thence north on a line perpendicular to the south line of said Southeast Quarter (SE1/4) a distance of 33.0 feet to the Actual Point of Beginning; thence north on a line 239.91 feet west of and parallel to the west line of Lot Thirty Two (32), Country Meadows Subdivision, a distance of 181.5 feet; thence east a distance of 243.0 feet on a line 214.5 feet north of and parallel to the south line of the Southeast Quarter (SE1/4) of Section 14-11-10 to the west line of Lot Thirty One (31), Country Meadows Subdivision; thence north on said west line of Lot 31, a distance of 20.0 feet; thence west on a line 234.5 feet north of and parallel to the south line of the Southeast Quarter (SE1/4) of Section 14-11-10 a distance of 263.0 feet; thence south on a line 259.91 feet west of and parallel to the west line of Lot Thirty Two (32) Country Meadows Subdivision, a distance of 201.5 feet to the north line of Old Potash Highway; thence east on the north line of Old Potash Highway a distance of 20.0 feet to the actual point of beginning, said tract containing 0.204 acres, more or less, as shown on the attached plat marked Exhibit "A1" dated July 15, 2002, attached hereto and incorporated herein by reference.</p>
Alfred R. Kuszak and Joy Lynn Kuszak, husband and wife	<p>A part of Section Fourteen (14), Township Eleven (11) North, Range Ten (10) West of the 6<sup>th</sup> P.M. in the City of Grand Island, Hall County, Nebraska; more particularly described as follows:</p> <p>Beginning at a point on the west line of Lot 32, Country Meadows Subdivision, being 10.0 feet south of the northwest corner of said Lot 32; thence north a distance of 24.5 feet along the west line of Lots 32 and 31, Country Meadows Subdivision to a point 214.5</p>

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August 23, 2002         ?	City Attorney

	feet north of the south line of the Southeast Quarter (SE1/4) of Section 14-11-10; thence west a distance of 60.0 feet on a line 214.5 feet north of and parallel to the south line of the Southeast Quarter (SE1/4) of Section 14-11-10; thence southeast to the point of beginning, as shown on the attached plat marked Exhibit "A2" dated July 15, 2002, attached hereto and incorporated herein by reference.
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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 easements from the parties identified above on the above-described tracts of land.

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Adopted by the City Council of the City of Grand Island, Nebraska, August 27, 2002.

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RaNae Edwards, City Clerk

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August 23, 2002	? City Attorney



# City of Grand Island

Tuesday, August 27, 2002

Council Session

## Item G11

### **#2002-255 - Approving Bid Award for Electrical and Control Installation - Platte Generating Station**

***Background:***

*As part of the maintenance outage taking place at the Platte Generating Station this fall, the turbine-generator control and excitation control systems are being replaced. The turbine control system contract was awarded on May 21, 2002 for \$405,000, and the generator excitation control system was also awarded on May 21, 2002 for \$220,400. The installation of these systems require contractors specializing in power generation electrical systems, therefore, specifications were developed by our consultant for this project, Black & Veatch, and were issued in accordance with City purchasing procedures.*

***Discussion:***

*The specifications for the installation of electrical and control systems equipment were issued for bid and responses were received from the following bidders. The engineer's estimate for this project was \$250,000. Bidder: Capital Electric from Kansas City, MO - Bid Price: \$133,500. Bidder: TIC – The Industrial Company from Steamboat Springs, CO Bid Price: \$139,463. Bidder: Triad Electric & Controls, Inc. from Baton Rouge, LA - Bid Price: \$182,000.*

***Recommendation:***

*Department engineering staff and our consultants reviewed the bids for compliance with the City's detailed specifications. The low bid from Capital Electric meets all the requirements of the technical specification with no exceptions. It is the recommendation of the Utilities Department that Capital Electric be awarded the contract for this work in the amount of \$133,500.*

***Fiscal Effects:***

*Expenditure of \$133,500 of Enterprise 520.*

***Alternatives:***

*Award to the next lowest bidder, TIC – The Industrial Company. See attached RESOLUTION.*

**Staff Contact: Gary R. Mader;Dale Shotkoski**



Dale M. Shotkoski, Assistant City Attorney

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**BID OPENING**

**BID OPENING DATE:** August 6, 2002 at 11:00 a.m.  
**FOR:** Electrical and Control Equipment Installation  
**DEPARTMENT:** Utilities - PGS  
**ENGINEER'S ESTIMATE:** \$250,000.00  
**FUND/ACCOUNT:** E520  
**PUBLICATION DATE:**  
**NO. POTENTIAL BIDDERS:** 8

**SUMMARY**

<b>Bidder:</b>	<b><u>Triad Electric &amp; Controls, Inc.</u></b> Baton Rouge, LA	<b><u>TIC – The Industrial Co.</u></b> Steamboat Springs, CO
<b>Bid Security:</b>	Liberty Mutual Insurance Co.	St. Paul Fire & Marine Insurance Co.
<b>Exceptions:</b>	Noted	Noted
<b>Bid Price:</b>	\$182,000.00	\$139,463.00
<b>Bidder:</b>	<b><u>Capital Electric</u></b> Kansas City, MO	
<b>Bid Security:</b>	Liberty Mutual Insurance Co.	
<b>Exceptions:</b>	None	
<b>Bid Price:</b>	\$133,500.00	

cc: Gary Mader, Utilities Director  
Tim Luchsinger, Assistant Utilities Director  
RaNae Edwards, City Clerk  
Dale Shotkoski, Purchasing Agent  
Laura Berthelsen, Legal Assistant



RESOLUTION 2002-255

WHEREAS, the City of Grand Island invited sealed bids for Electrical and Control Equipment Installation, according to plans and specifications on file at the Platte Generation Station; and

WHEREAS, on August 6, 2002, bids were received, opened and reviewed; and

WHEREAS, Capital Electric of Kansas City, Missouri, 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 \$133,500; and

WHEREAS, Capital Electric's bid is less than the engineer's estimate for such project.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Capital Electric of Kansas City, Missouri, in the amount of \$133,500 for electrical and control equipment installation is hereby approved as the lowest responsive bid.

BE IT FURTHER RESOLVED, that a contract for such project between the City and such contractor be entered into, and the Mayor is hereby authorized and directed to execute such contract on behalf of the City of Grand Island.

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Adopted by the City Council of the City of Grand Island, Nebraska on August 27, 2002.

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RaNae Edwards, City Clerk

Approved as to Form	☐
August 23, 2002	☐ City Attorney



# City of Grand Island

Tuesday, August 27, 2002

Council Session

## Item G12

### **#2002-256 - Approving Bid Award for Railroad Track Tie Replacement - Platte Generating Station**

***Background:***

*As part of normal maintenance, the rail spur at the Platte Generating Station must periodically have ties replaced and additional rail bed ballast applied. Our plant staff developed specifications for this work. These specifications were advertised for bid and sent out in accordance with City purchasing procedures.*

***Discussion:***

*Specifications for railroad track tie replacement were sent out to seven bidders. The following bids were received. The engineer's estimate for this project was \$60,000. All Bid prices include Sales Tax. Bidder: Judds Brothers Construction C. , Lincoln, NE - Bid Price: \$45,300.00. Bidder: Trac-Work, Inc. from New Century, KS - \$51,585.65. Bidder: R & S Track Maintenance, Inc. from Columbus, NE - Bid Price: \$53,470.50. Bidder: Railworks Track Systems, Inc. from Grand Island, NE - Bid Price: \$53,810.30.*

*Our engineering staff reviewed the bids and determined that the lowest bid from Judds Brothers Construction Co. from Lincoln is compliant with all the City's requirements.*

***Recommendation:***

*The Utilities Department recommends that the lowest compliant bid from Judds Brothers Construction Co., be awarded the contract for this work in the amount of \$45,300.00.*

***Fiscal Effects:***

*Expenditure of \$45,300.00. from Fund 520.*

***Alternatives:***

*Award bid to next lowest bidder, Trac-Work, Inc. See attached RESOLUTION.*

**Staff Contact: Gary R. Mader**



Dale M. Shotkoski, Assistant City Attorney

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**BID OPENING**

**BID OPENING DATE:** August 15, 2002  
**FOR:** Railroad Track Tie Replacement  
**DEPARTMENT:** Utilities - PGS  
**ENGINEER'S ESTIMATE:** \$60,000.00  
**FUND/ACCOUNT:** E520  
**PUBLICATION DATE:** July 31, 2002  
**NO. POTENTIAL BIDDERS:**

**SUMMARY**

<b>Bidder:</b>	<b><u>R&amp;S Truck Maintenance Inc.</u></b> Columbus, NE	<b><u>Trac-Work, Inc.</u></b> Broken Arrow, OK
<b>Bid Security:</b>	\$2,673.53	Fidelity and Deposit Company of Maryland
<b>Exceptions:</b>	None	Noted
<b>Bid Price:</b>	\$53,470.50	\$51,585.65
<b>Bidder:</b>	<b><u>Railworks Track Systems Inc.</u></b> Grand Island, NE	<b><u>Judds Brothers Construction Co.</u></b> Lincoln, NE
<b>Bid Security:</b>	Travelers Casualty and Surety Company of America	Travelers Casualty and Surety Company of America
<b>Exceptions:</b>	None	None
<b>Bid Price:</b>	\$53,810.30	\$45,300.00

cc: Tim Luchsinger, PGS  
RaNae Edwards, City Clerk  
Dale Shotkoski, Purchasing Agent  
Laura Berthelsen, Legal Assistant



RESOLUTION 2002-256

WHEREAS, the City of Grand Island invited sealed bids for Railroad Track Tie Replacement, according to plans and specifications on file at the Platte Generation Station; and

WHEREAS, on August 15, 2002, bids were received, opened and reviewed; and

WHEREAS, Judds Brothers Construction Company of Lincoln, 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 \$45,300 including sales tax; and

WHEREAS, Judds Brothers Construction Company's bid is less than the engineer's estimate for such project.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Judds Brothers Construction Company of Lincoln, Nebraska, in the amount of \$45,300 including sales tax for railroad track tie replacement is hereby approved as the lowest responsive bid.

BE IT FURTHER RESOLVED, that a contract for such project between the City and such contractor be entered into, and the Mayor is hereby authorized and directed to execute such contract on behalf of the City of Grand Island.

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Adopted by the City Council of the City of Grand Island, Nebraska on August 27, 2002.

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RaNae Edwards, City Clerk

Approved as to Form	☐
August 23, 2002	☐ City Attorney



# City of Grand Island

Tuesday, August 27, 2002

Council Session

## Item G13

### **#2002-257 - Approving Bid Award for 2002 Model Compost Screener for Solid Waste Division, Public Works Department**

*The Solid Waste Division of the Public Works Department advertised for bids for one (1) 2002 Model Compost Screener for use in Division operations on July 24, 2002. Bids were opened on August 8, 2002. The Public Works Department, Solid Waste Division, and the Purchasing Division of the City Attorney's Office have reviewed all bids received for the Compost Screener. A summary of the bids received is attached.*

*The McClosky Brothers Manufacturing Company is located in Peterborough, Ontario, Canada. In order to comply with the service requirements, they have contracted with the Fleet Services Division of the Public Works Department to handle light maintenance. For more extensive repairs, the company would send a representative to complete the work. It is recommended that the bid be awarded to McCloskey Brothers Manufacturing in the amount of \$92,500.00 for the Compost Screener as the lowest responsible bid. There are sufficient funds in Account No.50530041-85615 to purchase this equipment*

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



Dale M. Shotkoski, Assistant City Attorney

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**BID OPENING**

**BID OPENING DATE:** August 8, 2002 at 11:00 a.m.  
**FOR:** 2002 Model Compost Screener  
**DEPARTMENT:** Public Works – Solid Waste Division  
**ENGINEER’S ESTIMATE:** \$142,000.00  
**FUND/ACCOUNT:** 50533412-85615  
**PUBLICATION DATE:**  
**NO. POTENTIAL BIDDERS:**

**SUMMARY**

<b>Bidder:</b>	<u>Murphy Tractor</u> Grand Island, NE	<u>McCloskey Bros. Mfg</u> Peterborough, Ontario
<b>Bid Security:</b>	Merchants Bonding Co.	\$4,600.00
<b>Exceptions:</b>	Noted	None
<b>Bid Price:</b>	\$139,625.00	\$92,500.00

cc: Steve Riehle, Public Works Director  
Kevin McKennon, Superintendent, Solid Waste  
RaNae Edwards, City Clerk  
Dale Shotkoski, Purchasing Agent  
Laura Berthelsen, Legal Assistant

RESOLUTION 2002-257

WHEREAS, the City of Grand Island invited sealed bids for One (1) 2002 Model Compost Screener for the Solid Waste Division of the Public Works Department, according to plans and specifications on file with the City Engineer; and

WHEREAS, on August 8, 2002, bids were received, opened and reviewed; and

WHEREAS, McCloskey Brothers Mfg. of Petersborough, Ontario, Canada, 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 \$92,500.00; and

WHEREAS, McCloskey Brothers Mfg.'s bid is less than the estimate for such vehicle.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of McCloskey Brothers Mfg. of Petersborough, Ontario, Canada, in the amount of \$92,500.00 for one (1) 2002 model compost screener is hereby approved as the lowest responsive bid.

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Adopted by the City Council of the City of Grand Island, Nebraska on August 27, 2002.

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RaNae Edwards, City Clerk

Approved as to Form	☐
August 23, 2002	☐ City Attorney





# City of Grand Island

Tuesday, August 27, 2002

Council Session

## Item G14

### **#2002-258 - Approving Certificate of Final Completion and Setting Board of Equalization for Sanitary Sewer District 493, Old Potash Subdivision**

*The contract for Sanitary Sewer District 493 was awarded to The Diamond Engineering Company of Grand Island, Nebraska on April 24, 2001 and work commenced in Summer 2001. The project was completed in July 2002 at a construction price of \$534,936.45. Total cost of the project, including contract administration and easements, is \$687,422.85. It is recommended that Council accept the Certificate of Final Completion and set the Board of Equalization date of September 24, 2002. The majority of costs for this project will be assessed to benefiting properties.*

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

RESOLUTION 2002-258

WHEREAS, the Public Works Director of the City of Grand Island has issued his Certificate of Final Completion for Sanitary Sewer District 493, located in Potash Subdivision, certifying that The Diamond Engineering Company of Grand Island, Nebraska, under contract dated April 24, 2001, has completed such project according to the terms, conditions, and stipulations for such improvements; and

WHEREAS, the Public Works Director recommends the acceptance of the final completion; and

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

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

1. The Public Works Director's Certificate of Final Completion for Sanitary Sewer District 4923 is hereby confirmed.
2. The City Council will sit as a Board of Equalization on September 24, 2002 to determine benefits and set assessments for Sanitary Sewer District 493.
3. The costs of contract administration be credited to Account No. 100.130.04516 from Account No. 53030055-85213 in the amount of \$46,440.71.

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Adopted by the City Council of the City of Grand Island, Nebraska on August 27, 2002.

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RaNae Edwards, City Clerk

Approved as to Form	?
August 23, 2002	? City Attorney



# City of Grand Island

Tuesday, August 27, 2002

Council Session

## Item G15

### **#2002-259 - Approving Certificate of Final Completion and Setting Board of Equalization for Sanitary Sewer District 503, Edna Drive**

*The contract for Sanitary Sewer District 503 was awarded to The Diamond Engineering Company of Grand Island, Nebraska on May 21, 2002 and work commenced in late May. The project was completed in July at a construction price of \$37,559.20. Total cost of the project, including contract administration, is \$43,194.55. It is recommended that Council accept the Certificate of Final Completion and set the Board of Equalization date of September 24, 2002. The costs of this project will be assessed to benefiting properties.*

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

RESOLUTION 2002-259

WHEREAS, the Public Works Director of the City of Grand Island has issued his Certificate of Final Completion for Sanitary Sewer District 503, located on Edna Drive in Gosda Subdivision, certifying that The Diamond Engineering Company of Grand Island, Nebraska, under contract dated May 28, 2002, has completed such project according to the terms, conditions, and stipulations for such improvements; and

WHEREAS, the Public Works Director recommends the acceptance of the final completion; and

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

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

1. The Public Works Director's Certificate of Final Completion for Sanitary Sewer District 503, is hereby confirmed.
2. The City Council will sit as a Board of Equalization on September 24, 2002 to determine benefits and set assessments for Sanitary Sewer District 503.
3. The costs of contract administration be credited to Account No. 100.130.04516 from Account No. 53030055-85213 in the amount of \$763.53.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska on August 27, 2002.

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RaNae Edwards, City Clerk

Approved as to Form	?
August 23, 2002	? City Attorney



# City of Grand Island

Tuesday, August 27, 2002

Council Session

## Item G16

### **#2002-260 - Approving Certificate of Final Completion for Sanitary Sewer Project 2001-S-5**

*The contract for Sanitary Sewer Project 2001-S-5 was awarded to The Diamond Engineering Company of Grand Island, Nebraska on January 22, 2002 and work commenced in February. The project involved pipe and manhole work west of Diers Avenue and south of State Street to solve a build up problem with hydrogen sulfide gas. The project was completed in July at a construction price of \$44,657.40. Total cost of the project, including contract administration, is \$50,888.51. It is recommended that Council accept the Certificate of Final Completion. Sufficient funds are available in Account No.5303005-85213.*

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

RESOLUTION 2002-260

WHEREAS, the Public Works Director of the City of Grand Island has issued his Certificate of Final Completion for Sanitary Sewer Project 2001-S-5, Lift Station #15 Modifications, certifying that The Diamond Engineering Company of Grand Island, Nebraska, under contract dated January 22, 2002, has completed such project according to the terms, conditions, and stipulations for such improvements; and

WHEREAS, the Public Works Director recommends the acceptance of the final completion; and

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

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

1. The Public Works Director's Certificate of Final Completion for Sanitary Sewer Project 2001-S-5, is hereby confirmed.
2. The costs of contract administration be credited to Account No. 100.130.04516 from Account No. 53030055-85213 in the amount of \$893.15.

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Adopted by the City Council of the City of Grand Island, Nebraska on August 27, 2002.

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RaNae Edwards, City Clerk

Approved as to Form	?
August 23, 2002	? City Attorney



# City of Grand Island

Tuesday, August 27, 2002

Council Session

## Item G17

### **#2002-261 - Approving Continuation of Sanitary Sewer District #507, Cannon Road Between Mansfield Road & North Road and Approx. 340' of State Street East of North Road**

*Sanitary Sewer District 507 was created by the City Council on July 9, 2002. Legal Notice of the creation of the District was published in the Grand Island Independent on July 16, 2002. A letter, with a copy of the Ordinance, Notice and a list of Frequently Asked Questions was also mailed to all property owners on July 16, 2002. Council action is required to continue the District.*

*Sanitary Sewer District 507 completed the 30-day protest period at 5:00 p.m. Thursday, August 15, 2002. There were valid protests filed against this District by two abutting property owners. These owners represented 551.25 front feet or 16.48% of the total District frontage of 3,344.38 feet. Accordingly, this District may be continued and constructed. All of the costs of the District will be assessed to the benefiting properties.*

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

R E S O L U T I O N 2002-261

WHEREAS, Sanitary Sewer District No. 507 was created by Ordinance No. 8746 on July 9, 2002; and

WHEREAS, notice of the creation of such sewer district was published in the Grand Island Independent, in accordance with the provisions of Section 16-667.01, R.R.S. 1943; and

WHEREAS, Section 16-667.01, R.R.S. 1943, provides that if the owners of record title representing more than 50% of the front footage of the property abutting upon the streets, avenues, or alleys, or parts thereof which are within such proposed district shall file with the City Clerk within thirty days from the first publication of said notice written objections to such district, said work shall not be done and the ordinance shall be repealed; and

WHEREAS, the protest period ended on August 15, 2002, and protests have been filed against the creation of such district which represents 16.48% of the total district frontage.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that insufficient protests have been filed with the City Clerk against the creation of Sanitary Sewer District No. 507, therefore such district shall be continued and constructed according to law.

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Adopted by the City Council of the City of Grand Island, Nebraska, August 27, 2002.

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RaNae Edwards, City Clerk

Approved as to Form	☐ _____
August 23, 2002	☐ City Attorney





# City of Grand Island

Tuesday, August 27, 2002

Council Session

## Item G18

### **#2002-262 - Approving Memorandum of Agreement Relative to Participation in Grand Island Multicultural Coalition**

*As reported in recent editions of the City Administrator's Memorandum, the City is one of approximately 40 organizations meeting to discuss opportunities to better meet the needs of new immigrants to the community, thereby maximizing community resources and reducing duplication of efforts. These efforts resulted in a visit to Garden City, Kansas last September to learn how this community has been successful at integrating new immigrants into the community. Successful integration of new community members has many benefits, including improving school attendance and performance, increasing community norms and standards, and results, overall, in a more positive assimilation into the community.*

*The City has been a leading partner in these efforts. Our role has, in part, been defined by the interest expressed over the course of the last seven years to address difficult issues facing the youth of our community. Racism was one of these issues. To this end, the Mayor's Task Force on Youth, subsequently known as the Community Youth Council, was developed. Grant funding was awarded from the Nebraska Children and Families Foundation to assist Grand Island with our efforts. At the March 26, 2002 City Council meeting, the Council unanimously approved Resolution #2002-79 – Agreement with Nebraska Children and Families Foundation Relative to CYC activities. This grant was first awarded to the City in 1997 in the amount of \$100,000 to address youth issues such as reducing racism, strengthening families, and reducing drug and alcohol use. These objectives are met by a number of programs the CYC has been involved in including the neighborhood association program, Youth Leadership Tomorrow, and It's About Kids! Asset development program. Because racism had been identified as the number one concern by the youth and adults, special emphasis has been given to addressing this issue. The 2002 grant application (and contract award) included \$5000 to be used toward the development of a minority learning center. Discussions are continuing on how to best develop this center.*

*While the minority learning center is a primary goal of the Coalition, at this time, initial support has centered around formalizing the Coalition and seeking confirmation from partners relative to participation in the overall efforts at streamlining service delivery. To this end, a memorandum of understanding solidifying each partner's support of the efforts has been developed. The memorandum of understanding simply formalizes the City's participation in these efforts. It does not allocate funding for carrying out the Coalitions objectives. No budgetary impact is anticipated as a result of the memorandum of understanding.*

Staff Contact: Cindy Johnson



R E S O L U T I O N 2002-262

WHEREAS, the City of Grand Island is one of approximately 40 organizations who have discussed opportunities to better meet the needs of new immigrants to the community in order to maximize community resources and reduce duplication of services; and

WHEREAS, as a result of such discussions, the Grand Island Coalition for Multicultural Community Development (hereinafter "Coalition") has been formed to respond to the needs of our increasingly culturally diverse population; and

WHEREAS, it is necessary to outline the goals, duties and responsibilities of the Coalition in order to obtain commitments from area partners who may be willing to support the efforts of the Coalition; and

WHEREAS, the City of Grand Island has been a leading partner in these efforts; and

WHEREAS, a proposed Memorandum of Understanding has been reviewed and approved by the City Attorney.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Memorandum of Understanding for the Grand Island Coalition for Multicultural Community Development is hereby approved establishing the City of Grand Island as a partner in the Coalition, and the Mayor is hereby authorized and directed to execute such Memorandum of Understanding on behalf of the City of Grand.

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Adopted by the City Council of the City of Grand Island, Nebraska on August 27, 2002.

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RaNae Edwards, City Clerk

Approved as to Form ? _____ August 23, 2002 ? City Attorney
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# City of Grand Island

Tuesday, August 27, 2002

Council Session

## Item G19

### **#2002-263 - Approving Agreement with the Cottonwood Lake Association Relative to Funding for Cottonwood Lake Dredging**

*During the last study session, the Public Works and Parks and Recreation Departments presented a proposal from the Cottonwood Lake Association to dredge three feet of sediment from the lake and share equally in the cost, with the association's obligation capped at \$50,000. The lake provides storm water storage for a substantial area around the lake and silt has accumulated over the past several decades in the lake, causing it to become shallow in various areas. The Public Works Department intends to modify the inlet structures to reduce the amount of sediment entering the lake in the future. The material dredged will be used as fill for the Suck's Lake Park. The agreement as drafted allows the City to cancel the project if the dredging costs are too high and the association's share is unfairly restricted by the cap.*

*There was discussion concerning attempting to divide the cost based on benefits to the City from extending the usefulness of the lake as a water storage facility vs. aesthetic benefits to the home owners from deepening the lake, but after consideration, it was decided that there was no practical means to objectively establish these relative values. If the Mayor and City Council believe otherwise, the proposed agreement may be amended and renegotiated.*

Staff Contact: Charlie Cuypers

RESOLUTION 2002-263

WHEREAS, the Cottonwood Lake Association, a corporation, (hereinafter "Association") has offered to share in the costs to have the City dredge silt carried into Cottonwood Lake by city storm water sewers; and

WHEREAS, it is suggested that the City and the Association share equally the cost of such work, with the amount paid by the members of the Association not to exceed \$50,000; and

WHEREAS, an agreement has been prepared by the City Attorney setting out the terms and conditions of such work.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Agreement by and between the City of Grand Island and Cottonwood Lake Association under which the parties will dredge approximately three (3) feet of sediment from Cottonwood Lake and share equally in the costs of said work up to \$50,000 payable by members of the Association 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.

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Adopted by the City Council of the City of Grand Island, Nebraska on August 27, 2002.

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RaNae Edwards, City Clerk

Approved as to Form ? _____ August 23, 2002 ? City Attorney
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# City of Grand Island

Tuesday, August 27, 2002

Council Session

## Item G20

### **#2002-264 - Approving Extension of Interlocal Agreement with Hall County for Keno Games**

*Fonner Keno, Inc. is the operator of the keno lottery authorized by the City of Grand Island/Hall County Interlocal Cooperation Agreement. The interlocal agreement and operator agreement are each scheduled to expire on December 31, 2003. Fonner Keno has requested that both agreements be extended for five years, with renewal provisions for an additional five years. No other changes to either agreement was requested by Fonner Keno. Modification and extension documents amending both agreements have been reviewed and approved by the City Attorney's office.*

Staff Contact: Charlie Cuypers

RESOLUTION 2002-264

WHEREAS, the City of Grand Island entered into an Interlocal Cooperation Agreement with the County of Hall on March 23, 1993 for the operation and control by the County of a lottery game or games within Hall County; and

WHEREAS, the term of the Interlocal Agreement expires on December 31, 2003; and

WHEREAS, the County has requested that such agreement be amended and extended to December 31, 2008, with an option for an additional five year term.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Modification and Extension of the Interlocal Cooperation Agreement by and between the County of Hall and the City of Grand Island to extend and amend the expiration date of the contract to December 31, 2008, with an option for an additional five year term.

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Adopted by the City Council of the City of Grand Island, Nebraska on August 27, 2002.

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RaNae Edwards, City Clerk

Approved as to Form ? _____ August 23, 2002      ? City Attorney
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# City of Grand Island

Tuesday, August 27, 2002

Council Session

## Item G21

### **#2002-265 - Approving Council Meeting Date Changes for November, 2002**

*On December 4, 2001, City Council approved Resolution #2001-322 setting the City Council meeting dates for 2002. The November Regular Meetings were scheduled for November 5th and 9th and the Study Sessions were scheduled for November 12th and 26th. It has been recommended that the Regular Meeting dates be changed to November 12th and 26th and the Study Session Meeting dates be changed to November 5th and 19th. Approval is recommended.*

**Staff Contact: Marlan Ferguson**



RESOLUTION 2002-265

WHEREAS, on December 4, 2001, by Resolution 2001-322, the City of Grand Island approved the 2002 City Council meeting dates for the calendar year 2002; and

WHEREAS, as set out in such resolution, regular city council meetings are scheduled for November 5 and 19, 2002; and

WHEREAS, it is suggested that these meetings be rescheduled to better conform with the guidelines in the Grand Island City Code to have the regular city council meetings on the second and fourth Tuesday of the month; and

WHEREAS, it is recommended that the regular city council meeting dates for November be held on November 12, 2002 and November 26, 2002.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the regular City Council meeting scheduled for November 5, 2002 be rescheduled to November 12, 2002; and the regular City Council meeting scheduled for November 19, 2002 be rescheduled to November 26, 2002.

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Adopted by the City Council of the City of Grand Island, Nebraska on August 27, 2002.

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RaNae Edwards, City Clerk

Approved as to Form August 23, 2002	_____ City Attorney
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# City of Grand Island

Tuesday, August 27, 2002

Council Session

## Item G22

### **#2002-266 - Approving Agreement with Grand Island Modelers Club Relative to Development and Operation of Facilities at CHAAP**

*As part of the South Locust/I-80 Interchange Project, the RC aircraft facility of the Grand Island Modelers Club now located on the City's Platte River Well Field must be moved. One of the purposes behind the City's acquisition of the tract on CHAAP for development of a multi-purpose recreational facility was to provide a permanent location for the club and its activities. The club wishes to build a permanent paved runway, a clubhouse, parking and other facilities over time, improvements which cannot be build on the wellfield. With the size of the club's current membership and its potential for future growth, this can be one developed as one of the best facilities in the region.*

*The club wishes to have a long term lease for a tract located in the southwest corner of the City's property. The lease as drafted and tentatively approved by the club's officers and membership, is for one year, with up to 24 additional one year renewal periods. The City will simply provide the land for the club and the club will provide improvements, maintenance, and management.*

**Staff Contact: Charlie Cuypers**

RESOLUTION 2002-266

WHEREAS, the Grand Island Modelers Club has historically leased property on the Platte River Well Field from the City of Grand Island on South Locust Street; and

WHEREAS, due to the South Locust Street / Interstate 80 exchange improvements, it was agreed that the City would lease an alternate site to them for club activities; and

WHEREAS, it is recommended that the Grand Island Modelers Club lease property from the City at the former Cornhusker Army Ammunition Plant site owned by the City;

WHEREAS, the Club will be allowed to use building A-14 as a clubhouse and storage facility, but will be responsible for all maintenance and repairs to the structure during the term of the lease; and

WHEREAS, a lease has been prepared setting out the terms and conditions of such leased premises, and the City Attorney has reviewed and approved such lease agreement; and

WHEREAS, it is recommended that the lease be for a duration of one (1) year, with subsequent one (1) year renewal options thereafter.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Lease Agreement by and between the City and the Grand Island Modelers Club to set out the terms and conditions under which the Club will lease real estate from the City for use as a remote control model aircraft field and parking 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.

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Adopted by the City Council of the City of Grand Island, Nebraska on August 27, 2002.

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RaNae Edwards, City Clerk

Approved as to Form ? _____ August 23, 2002      ? City Attorney
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# City of Grand Island

Tuesday, August 27, 2002

Council Session

## Item G23

### **#2002-267 - Approving Agreement with Nebraska State Patrol Relative to Preliminary Design and Cost Estimates for Joint Weapons Training Facility at CHAAP**

*When the City first began consideration of acquiring lands at CHAAP for development of a multi purpose shooting sports faculty, representatives of local law enforcement agencies and the Nebraska State Patrol were invited to participate in discussions, with the idea that CHAAP would provide a safe, convenient location for a permanent weapons training facility. With the closure of the old pistol range at CHAAP which was leased by the Grand Island Police Department, the GIPD and NSP are borrowing time at the NLETC range for handgun training and qualifications. There are no regular facilities available for carbine, rifle or shotgun training in this area.*

*The NSP has agreed to partner with the City to share equally in the cost of extending the existing design contract with PQH Vargas and Associates to draft preliminary design and cost estimate documents for a fee of \$10,000. Mr. Vargas is perhaps the best range designer in the U.S. and has done excellent work on the preliminary design and costing of the public shooting sports facilities currently under consideration by the City and Nebraska Game and Parks Commission.*

*The design and cost documents will be used to seek funding and grants for final design and construction of the facility. There appears to be funding possibilities under the various Homeland Security Acts now before Congress, in addition to the programs already in existence, but these documents will be needed before the City and NSP can proceed to apply for funding.*

*The purpose of the proposed facility will be to provide officers with dynamic weapons training, that is, the ability to shoot from various positions at a variety of targets, not simply from a fixed line at static targets. This is the type of training required to teach officers to make good decisions and provide them with the knowledge and skills necessary to protect themselves and the public.*

*If the facility is funded, the City and NSP may enter into another interlocal agreement to construct and operate the range. It is envisioned that the range may be available to other local and state agencies for training and qualifications on a fee paid basis. Hall County was contacted about sharing in this preliminary design and costing contract, but declined to participate*

**Staff Contact: Charlie Cuypers**

RESOLUTION 2002-267

WHEREAS, following the closure of the old CHAAP pistol range formerly leased by the Grand Island Police Department, the City of Grand Island is in the process of seeking partners and funding to develop a law enforcement firearms training facility on the land owned by the City at the former Cornhusker Army Ammunition Plant site; and

WHEREAS, the City has requested financial assistance from area law enforcement agencies in the planning and development of such training facility; and

WHEREAS, the Nebraska State Patrol has agreed to jointly retain and pay a PQH Vargus and Associates one-half of the cost to prepare preliminary designs and cost estimates for such facility, at a total cost not to exceed \$10,000 as an amendment of the firm's current CHAAP design contract; and

WHEREAS, an Interlocal Cooperation Agreement has been prepared setting out the terms and conditions for such financial assistance and partnership.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Interlocal Cooperation Agreement by and between the City of Grand Island and the Nebraska State Patrol to jointly retain and pay a PQH Vargus and Associates to prepare preliminary designs and cost estimates for a law enforcement firearms training facility as an amendment of the firm's current CHAAP design contract at a total cost not to exceed \$10,000 on land owned by the City at the former Cornhusker Army Ammunition Plant site is hereby approved.

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

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Adopted by the City Council of the City of Grand Island, Nebraska on August 27, 2002.

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RaNae Edwards, City Clerk

Approved as to Form ? _____ August 23, 2002 ? City Attorney
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# City of Grand Island

Tuesday, August 27, 2002

Council Session

## Item I1

### **#2002-268 - Consideration of Intent to Enter into a Stuhr Museum Train Operating Agreement Contingent on a Successful Bond Election in November**

*The Stuhr Museum Foundation made a presentation at the August 20th City Council study session and Councilman Whitesides asked that it be brought to the next regular meeting. The Foundation also asked that their request for funding be on this agenda to facilitate operation revenue analysis. The resolution is for the intent to enter into an agreement if the citizens at the November 5th general election pass the ballot issue.*

*Considering the short time frame for council to consider this issue the Foundation and Stuhr Museum staff will be in attendance to answer any questions on the overall operational costs of the train and the proposed commitment from the City.*

**Staff Contact: Marlan Ferguson**

RESOLUTION 2002-268

WHEREAS, Stuhr Museum and the Stuhr Museum Foundation are exploring the possibility of constructing and operating a new railroad at the museum; and

WHEREAS, the museum and Hall County are considering placing the project on the statewide general election of November 5, 2002 for determination by Hall County electors; and

WHEREAS, the Mayor and City Council wish to express its intent to the museum and the Hall County Board to provide financial commitments to pay necessary operating expenses prior to said election; and

WHEREAS, the Mayor and City Council have been asked by Stuhr Museum and the Stuhr Museum Foundation to make a commitment in the amount of \$100,000 per year for a period of 10 years as part of an Interlocal Cooperation Agreement with Hall County; and

WHEREAS, the Mayor and City Council in furtherance of the project, wish to express their intent to proceed with an Interlocal Cooperation Agreement with Hall County to assist in paying operating expenses of the railroad if the project is approved by Hall County electors.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that provided the railroad project is approved by Hall County electors at the statewide general election of November 5, 2002, that the City of Grand Island will endeavor to enter into an Interlocal Cooperation Agreement with Hall County to share in payment of the operating expenses of the railroad.

BE IT FURTHER RESOLVED, that the City of Grand Island will commit \$100,000 a year for a period of 10 years as its contribution toward said operating expenses.

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Adopted by the City Council of the City of Grand Island, Nebraska on August 27, 2002.

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RaNae Edwards, City Clerk

Approved as to Form ? _____ August 23, 2002 ? City Attorney
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# City of Grand Island

Tuesday, August 27, 2002

Council Session

## Item I2

### **#2002-269 - Consideration of Approving Labor Union Contract with AFSCME**

*The proposed labor agreement between AFSCME, Local 251 and the City of Grand Island is submitted for approval. The current AFSCME contract will expire September 30, 2002. The proposed contract will be a five year contract. The contract will cover the time frame of October 1, 2002 until September 30, 2007. Some of the more notable changes in the contract are; changing "garage" classifications to "fleet services", removing Maintenance Worker I classification, adding a Senior Maintenance Worker - Parks, defining hours worked and adding a personal leave day. The first year of the contract proposes a 2.0% increase for all positions per the salary survey that was done jointly with the City and a 3.0% COLA. Years two and three call for a 2.5% COLA. There will be a survey done for year four to insure comparability and a 3.0% COLA in year five. Recommend approval of the proposed AFSCME contract. A MOTION is in order.*

**Staff Contact: Brenda Sutherland**



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## AGREEMENT

THIS AGREEMENT, dated August, 2002, between the City of Grand Island (hereinafter referred to as the "City"), and Nebraska Public Employees, Local 251 of the American Federation of State, County, and Municipal Employees, AFL-CIO (hereinafter referred to as the "Union"). The provisions of this agreement shall be effective October 1, 1998.

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### PURPOSE AND INTENT OF THE PARTIES

The purpose of the City and the Union entering this labor agreement is to promote harmonious relations between the employer and the union, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work, and other conditions of employment.

### ARTICLE I - RECOGNITION

#### A. BARGAINING UNIT

The City hereby recognizes the Union as the sole representative of those full-time non-supervisory employees in the following departments and divisions:

1. Department of Public Works
  - a. Street and Alley Division
  - b. Fleet Maintenance Division
2. Department of Parks and Recreation
  - a. Parks Maintenance Division
  - b. Cemetery Division

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The City shall not enter into any agreement with employees in the bargaining unit, individually or with any portion of the union or groups of individuals, relative to wages, hours terms or conditions of employment.

**B. CLASSES OF EMPLOYEES**

Only employees with regular status in the classification listed below are eligible for representation by the Union:

- ▼ \_\_\_\_\_ Deleted: 1. → Maintenance Worker I Cemetery
- ▼ \_\_\_\_\_ Deleted: 2. → Maintenance Worker I Parks
- ▼ \_\_\_\_\_ Deleted: 3. → Maintenance Worker I Streets
- 4. Maintenance Worker - Cemetery Deleted: II
- 5. Maintenance Worker - Parks Deleted: II
- 6. Maintenance Worker - Streets Deleted: II
- 7. Senior Maintenance Worker- Streets
- 8. Equipment Operator- Streets
- 9. Senior Equipment Operator- Streets
- 10. ~~Fleet Services~~ Mechanic - Garage Deleted: Equipment
- 11. ~~Fleet Services~~ Attendant/Clerk Deleted: Shop
- 12. ~~Fleet Services Inventory Specialist~~ Deleted: Maintenance  
Deleted: Technician
- 13. Horticulturist Deleted: 13. →
- 14. Senior Maintenance Worker - Parks Formatted: Bullets and Numbering

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## ARTICLE II - HOURS OF WORK

### A. WORK DAY

The City shall establish the work day. The normal work day shall be from 8 a.m. to 5 p.m. The work day may vary according to the special requirements of any division or program. Summer hours may be implemented for some personnel at the discretion of the City.

The City shall establish hours of work. The hours of work shall be arranged in eight (8) hour periods.

### B. WORK WEEK

The City shall establish the work week. The work week may vary according to the special requirements of any division or program. The work days will be arranged successively to provide a forty (40) hour work week for each employee.

### C. LUNCH PERIODS

The City shall establish the lunch periods. A meal allowance of \$4.50 shall be granted for all employees if they are required to work two (2) hours overtime consecutively with their normal working hours during an emergency situation, and if such overtime would normally interfere with and disrupt the employee's normal meal schedule.

Nothing in this section shall prohibit the City from exceeding the amount of this allowance or consecutive hour requirement in providing an allowance for emergency situations within the parameters set by the Local Government Miscellaneous Expenditures Act.

For purposes of this section, "emergency situation" shall mean those times when the City determines the employee's presence is needed at work due to weather conditions (i.e. snow storms, sandbagging, severe windstorm or tornado, etc.) or other unforeseeable events.

### D. CHANGES IN WORK SCHEDULE

All changes in work schedules, except in cases of emergency and unexpected special activities or events, shall be posted for all to see at least two days before the change is effective.

Permanent full-time employees normally assigned to a work schedule commencing between 4 a.m. and 11 a.m., who are temporarily assigned to a work schedule commencing

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before 4 a.m., or after 11 a.m., shall receive a shift differential of \$0.25 per hour added to the base hourly rate for the hours worked during such temporary assignment.

**E. REST PERIODS**

Employees shall be granted a 15-minute rest period during the approximate middle of each one-half (1/2) work day, provided however, that the granting of such rest periods shall be at such times as are the least disruptive of work in progress. If during emergencies or other similar situations it is not feasible to grant any such rest periods, employees shall not receive pay or additional time in lieu thereof.

**F. OVERTIME AND COMPENSATORY TIME**

1. All officially authorized work performed in excess of forty (40) hours a week, shall be compensated for at the rate of one and one-half (1 1/2) times the excess hours worked. The compensation shall be in either compensatory time or cash payment. For the purposes of this section, the term "day" shall mean the period of time from the scheduled start of the workday to the scheduled start of the next work day.
2. Overtime and compensatory time for work shall be accrued and compensated for in one-tenth (1/10) hour units.
3. This article is intended to be construed only as a basis for overtime and shall not be construed as a guarantee of hours of work per day or per week. Overtime shall not be paid more than once for the same hours worked.
4. For purposes of calculating eligibility for overtime, "hours worked" shall include actual hours worked, plus paid vacation leave and paid holiday leave. Personal leave, sick leave and comp. time will not be counted as hours worked for purposes of calculating overtime.
5. An employee shall have the option of accruing compensatory leave time at a rate of one and one-half (1 1/2) times the actual hours worked in lieu of the payment of overtime. Employees may accrue a maximum of one hundred twenty (120) hours of compensatory time (80 hours of actual hours worked). The compensatory time off shall be taken at a time mutually agreed upon by the employee and his/her supervisor, but must be taken by the last full pay period in March following the end of the calendar year in which it is earned; compensatory time remaining at the end of this period shall be paid for in cash. However,

**Deleted:** This section shall be subject to review on October 1, 1999, for purposes of defining "hours worked" to calculate overtime. The definition of "hours worked" will follow that definition agreed to by other collective bargaining groups in the City.

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the employee retains the right to cash out his/her compensatory time at any time. It is understood that the usage of the compensatory time is to be requested just like annual leave, and may be denied as may any other annual leave.

All compensatory time must be recorded through the City's payroll system. Compensatory time kept by individual employees or their supervisors will not be recognized and is prohibited.

**G. STAND-BY DUTY**

1. The City may assign employees to stand-by duty for handling trouble calls on other than the normal workday.
  - a. The stand-by duty work week will run from Monday at 5 p.m. to the following Monday at 8 a.m.
  - b. The employee assigned to this duty shall call upon the assigned supervisor for additional employees when such employee needs help.
2. The compensation for stand-by duty will be four (4) hours time at the employee's basic rate of pay as shown on the payroll on the Sunday during his or her stand-by duty week.
3. The employee assigned to this duty shall be available by telephone at all times under this arrangement.

**H. SCHEDULING HOLIDAYS OFF**

The scheduling of holidays off shall be done as equitably as possible.

**ARTICLE III - HOLIDAYS AND HOLIDAY PAY**

**A. HOLIDAYS**

The following holidays are observed. They shall be granted with pay to all regular status employees regularly scheduled to work on such days, provided, that an employee may be required to work on a holiday if necessary to maintain essential services to the public:

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

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Such holidays, shall be observed on the day they are observed by the courts of the State of Nebraska, in accordance with Section 25-2221, Reissue Revised Statutes of Nebraska.

Deleted: except the Personal Leave Day

Deleted: The Personal Leave Day will be given to employees On January 1 and must be taken within that calendar year. The Personal Leave Day may be taken at any time during the year and may be taken in one (1) hour increments; provided, the time selected by the employee must have the prior approval of the employee's supervisor.

**B. SUNDAY HOLIDAYS**

When a holiday falls on Sunday, the following Monday shall be observed as a holiday; when a holiday falls on Saturday, the preceding Friday shall be observed as the holiday.

**C. ELIGIBILITY FOR HOLIDAY PAY**

No employee shall be eligible for holiday pay unless such employee works his or her last regularly scheduled day before the holiday and his or her first regularly scheduled day after the holiday, unless excused by the supervisor for either of such days. An employee must be on paid leave status to be paid for the holiday.

**D. HOLIDAY ON REGULARLY SCHEDULED WORK DAY**

If an employee is regularly scheduled to work on a day on which a holiday falls and such employee's work is essential to maintain necessary public services, the employee shall be paid for the holiday, plus time and one-half (1/2) for any hours worked on the holiday.

**E. HOLIDAY ON NON-SCHEDULED WORK DAY**

If an employee is not regularly scheduled to work on a holiday and he or she is called out to work on the holiday, the employee shall be paid for the holiday and any hours worked on the holiday shall be paid as overtime.

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**F. HOLIDAY DURING LEAVE OF ABSENCE**

If any of the above -mentioned holidays fall during an employee's authorized paid vacation or sick leave time, or other paid leave status, such holiday shall not be charged against these paid absences. If a holiday falls during a period when an employee is in an unpaid leave status, the employee shall not be paid for the holiday.

**ARTICLE IV - PERSONAL LEAVE**

Two Personal Leave Days will be given to employees each year. One will be given in January and must be taken by the end of June. The second Personal Leave Day will be given in July and must be taken by the end of December. Personal Leave Days may be taken at any time and may be taken in one (1) hour increments; provided, the time selected by the employee must have the prior approval of the employee's supervisor.

**ARTICLE V - VACATIONS**

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**A. ELIGIBILITY**

All regular employees are eligible to take vacation leave as it is earned and shall accrue vacation leave in bi-weekly increments as described below. Employees shall not earn or accrue any vacation time during their probationary period.

For purposes of this contract, "regular" employees shall include those employees normally scheduled to work at least 30 hours per week throughout the course of the year and who have

completed their probationary terms. It shall specifically exclude employees who are temporary, seasonal, probationary, and/or working fewer than 30 hours per week.

**B. AMOUNT AUTHORIZED**

Authorized vacation leave shall be computed on the following basis:

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1. Upon successfully completing the six-month probation period, an employee will be eligible to take thirty-two (32) hours of vacation time. The employee will accrue an additional thirty-two (32) hours in the first year of continuous service.
2. Sixty-four (64) hours of vacation in the second year of continuous service.
3. Eighty (80) hours of vacation in the third year of continuous service and each year thereafter through the fourth year of service.
4. One-hundred twenty (120) hours of vacation in the fifth year of continuous service and each year thereafter through the eleventh year of service.
5. One-hundred thirty-six (136) hours of vacation in the twelfth year of continuous service and each year thereafter through the nineteenth year of service.
6. One-hundred sixty (160) hours of vacation in the twentieth year of continuous service and each year thereafter.

Authorized vacation leave for regular employees working fewer than forty (40) hours per week shall be prorated based upon the normally scheduled hours worked.

#### C. VACATION SCHEDULE

Vacation leave shall be taken at a time convenient to and approved by the Department Director. Vacations may be granted at the time requested by the employee. Each employee shall take a vacation of at least one week each year when eligible.

#### D. SENIORITY FOR VACATION PLANNING

The Department Director shall grant leave on the basis of the work requirements of the City after conferring with employees and recognizing their wishes where possible. If the nature of the work makes it necessary to limit the number of employees on vacation at the same time, the employee with the greatest seniority with the City shall be given his or her choice of vacation time. The seniority system shall not preclude the taking of vacation at the same time by employees whose work requirements are not interdependent, nor shall it interfere with vacation leave previously scheduled.

#### E. VACATION TIME CARRY-OVER

Deleted: 1. During the 1998 and 1999 calendar years, an employee will be allowed to carry no more than the maximum amount of vacation that he or she can earn in two years.



2. ~~An employee will be allowed to carry no more than the maximum amount of vacation that he or she can earn in one year, plus forty (40) hours.~~

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3. An employee who has carry-over vacation time may utilize the carry-over and the current vacation time authorized during a single calendar year.

4. An employee who fails to use his or her vacation time through the employee's own decision loses all but the maximum carry-over hours mentioned above.

**F. VACATION CREDIT ON TERMINATION AND RETIREMENT**

Upon separation, a regular employee shall be paid for the unused portion of his or her accumulated vacation leave; provided, an employee electing to voluntarily separate employment provides the Department Director with written notice of at least fourteen calendar days prior to separation. An employee who has been separated shall not accrue vacation leave credits after his or her last day physically on the job.

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**ARTICLE V - SICK LEAVE, FUNERAL LEAVE, AND FMLA LEAVE**

**A. AMOUNT AUTHORIZED**

1. Sick Leave. Sick leave shall be credited to all full-time employees as follows:
  - a. Eight (8) hours for each full calendar month of service.
  - b. For a calendar month in which an employee is paid for less than the full standard hours including paid leave, sick leave shall be awarded on a pro-rata basis.
2. Funeral Leave. Funeral leave shall be granted to eligible employees for up to three (3) days per calendar year. Any portion of a work day used for funeral leave shall be considered a full day of funeral leave.

**B. USE OF SICK LEAVE**

Sick leave may be used under the following circumstances:

1. When an employee is incapacitated by sickness or injury.

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2. For medical, dental, or optical examination or treatment.
3. When an employee is exposed to a contagious disease and attendance at duty may jeopardize the health of others.
4. For necessary care and attendance during sickness of a member of the employee's immediate family residing in the same household.

For purposes of sick and funeral leave, Av immediate family member shall mean a child, spouse, parent, grandchild, grandparent, brother, sister, aunt, uncle, and in-laws of the same relation.

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5. When absence is due to alcoholism or drugs, if medically diagnosed by a licensed physician and the employee is receiving assistance and has agreed to an approved course of treatment.
6. Sick leave shall not be granted in advance of accrual.
7. Leave without pay may be granted for sickness extending beyond the earned credits.
8. After twelve continuous months of service, accrued vacation leave credits may be used for sick leave when sick leave credits have been exhausted.
9. Sick leave shall not continue to accrue while an employee is on sick leave.
10. The amount of sick leave charged against an employee's accumulated total shall be computed on the basis of the exact number of hours an employee is scheduled to work when sick leave is utilized, not to exceed eight hours in a day; provided, that sick leave shall be debited in no less than one (1) hour units.
11. In addition to the use of funeral leave as set forth hereafter, sick leave may be granted at the discretion of the Department Director for the death of a member of an employee's immediate family because of unusual circumstances. To attend the funeral of someone other than immediate family, an employee shall take vacation leave.

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### C. USE OF FUNERAL LEAVE

An employee shall be eligible to use up to three (3) days of paid funeral leave for the death of an immediate family member. Funeral leave shall not exceed three (3) days in any calendar year.

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**D. PROOF OF ILLNESS**

An employee who is absent for more than three (3) consecutive days because of personal illness or that of a member of his or her immediate family or household shall be required to furnish a statement signed by the attending physician or other proof of illness satisfactory to his or her supervisor. The supervisor may require this statement or proof for an absence chargeable to sick leave of any duration.

**E. FRAUDULENT USE OF SICK LEAVE**

The Department Director or his or her authorized representative may investigate any sick leave taken by any employee. False or fraudulent use of sick leave shall be cause for disciplinary action and may result in dismissal.

**F. COMPENSATION FOR UNUSED SICK LEAVE**

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An employee may accumulate sick leave to a maximum of 968 hours. The City will compensate each employee for unused sick leave in excess of 968 hours accumulated sick leave on an annual basis. The compensation will be paid at the rate of one-half (2) of each hour, based upon his or her current pay rate at the time of such compensation, for each hour of unused sick leave for the preceding year. This compensation shall be paid annually at a time to be determined by the City.

2. All employees shall be paid for one-half of their accumulated sick leave at the time of retirement, the rate of compensation to be based on the employee's salary at the time of retirement.

**G. NOTIFICATION OF ILLNESS**

If an employee is absent for reasons that entitle him or her to sick leave, the employee or a member of employee's household shall notify the employee's supervisor at least thirty (30) minutes prior to scheduled reporting time. If an employee fails to notify such supervisor, when it was reasonably possible to do so, no sick leave shall be approved. Immediately upon return to work, the employee shall submit a leave form to his or her supervisor. An employee will not receive sick pay if a leave form is not submitted within one (1) working day after the absence.

**H. FAMILY AND MEDICAL LEAVE ACT POLICY**

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

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## ARTICLE VI - MILITARY LEAVE

The provisions relating to military training leave shall be as provided by Nebraska Statutes.

## ARTICLE VII - COURT LEAVE

### A. WHEN AUTHORIZED

An employee who is required to serve as a witness or juror in a federal, state, county, or municipal court, or as a litigant in a case resulting directly from the discharge of his or her duties as an employee, shall be granted court leave with full pay to serve in that capacity; provided, however, that when the employee is testifying in other litigation to which he or she is a party, such employee shall not be granted court leave but may use vacation leave or compensatory time, or be granted leave without pay for the length of such service.

### B. PROCEDURE

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

### C. FEES

Fees received for jury service in a federal, state, county, or municipal court shall be deposited with the City Finance Director upon the employee's receipt thereof; provided, the requirement shall not apply to funds received by employees when they would not normally be on duty with the City. No employee shall receive witness fees paid from employer's funds. However, fees paid from other sources shall be in addition to, and irrespective of, an employee's regular salary.

## ARTICLE VIII - LEAVE WITHOUT PAY

1. The provisions relative to leave without pay shall be as follows:

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- a. Leave without pay may be granted to an employee for any good cause when it is in the interest of the City to do so. A Department Director may grant an employee leave without pay for 30 days' time. The mayor may extend such leave for a period not to exceed one year. Any appointment made to a position vacated by an employee on leave without pay shall be conditional upon the return of the employee on leave.
  - b. Before an employee may request unpaid leave, he or she must first use all eligible leave balances.
  - c. When leave without pay is requested pursuant to the Family and Medical Leave Act (FMLA) policy, Article V of this contract shall govern.
2. Leave without pay shall be subject to the following provisions:
- a. At the expiration of leave without pay, the employee shall return to the position held prior to such leave.
  - b. Vacation and sick leave credits shall not be earned during leave without pay.
  - c. A leave without pay shall not constitute a break in service, but time off will not be credited toward retirement or the accrual of other benefits.
  - d. Leave without pay during the probationary period shall not be counted as part of that period, but the employee to whom such leave has been granted shall be allowed to complete his or her probationary period on return from leave.
  - e. Failure to report at the beginning of the next scheduled workday following the expiration of a leave of absence shall be considered resignation.
  - f. An employee on leave without pay shall be permitted to maintain health insurance coverage under the group policy at his or her own expense during such permitted leave without pay.

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 Deleted: Accident Leave is provided by the City to allow a period of recovery from on-the-job accidents. Full pay and benefits will be provided for one hundred fifty (150) consecutive calendar days. At the end of the 150 day period, the employee is entitled to use accumulated sick leave and vacation leave time. At the end of the 150 day period, the employee is entitled to use accumulated sick leave and vacation leave. ¶  
 ¶ Worker's Compensation benefits, to replace lost salary, are to be retained by the employee, and the City will supplement these benefits up to the full gross salary during the period of time that the employee continues to receive salary benefits under these rules. ¶  
 ¶ The City reserves a right of subrogation because of payment of accident leave to any employee who is injured as the result of the act of another person, and reserves the right to pursue collection of any money paid an employee as accident leave against the person injuring such ¶  
 employee to the extent of the City's payment of accident leave. Should the employee receiving accident leave collect from the other party for wages, he or she will reimburse the City for wages it paid as accident leave. ¶  
 ¶ This article shall be subject to review on October 1, 1999. The Accident Leave provisions will be amended to mirror the Accident Leave provisions agreed to by other collective bargaining groups in the City. ¶  
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**ARTICLE X - TEMPORARY DISABILITY LEAVE**

**A. POLICY**

It is the policy of the City to ensure that any employee who sustains an

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on-the-job injury compensable under the Nebraska Workers Compensation Act receives his or her salary for a period of up to one hundred fifty (150) consecutive calendar days following the original date of injury, or the date that temporary disability begins. The purpose of this policy is to maintain the employee's pay until he or she becomes eligible for long-term disability or is able to return to work.

**B. DEFINITIONS**

Temporary disability shall mean the complete inability of an employee, for reasons of accident or other cause while in the line of duty, to perform the job duties as defined by the employee's job description or such alternate light duty work as the City may designate, for a period of time not to exceed one hundred fifty (150) consecutive calendar days from the date of injury or the date that disability begins.

Temporary disability leave shall mean paid leave provided by the City to an eligible employee when that employee has no other paid leave available.

**C. WHEN AUTHORIZED**

In the case of temporary disability of an employee received while in the line of duty, he or she shall receive his or her salary during the continuance of such disability for a period not to exceed one hundred fifty (150) consecutive calendar days from the date of injury or the date that disability begins. Any reoccurrence or exacerbation of an injury shall relate back to the original injury for purposes of this article, including the commencement date of the temporary disability and calculation of the temporary disability leave.

**D. APPLICATION OF WORKERS' COMPENSATION AND OTHER LEAVE BALANCES**

All payments of salary provided by this article shall be subject to deduction of amounts paid under the Nebraska Workers' Compensation Act and other city leave balances as set forth below:

1. Pursuant to the waiting provisions in Section 48-119 of the Nebraska Workers' Compensation Act, no workers' compensation shall be allowed during the first seven calendar days following the date of injury or date that temporary disability begins, unless the disability continues for six weeks or longer. When the disability lasts less than six weeks, an employee may use sick or vacation leave for the initial seven days. If no other leave is available, the City shall grant the employee temporary disability leave.

2. The employee shall retain all Workers' Compensation payments following the initial waiting provisions as set forth above. The City

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will provide temporary disability leave to ensure that the employee receives his or her full salary for the remainder of the one hundred fifty day (150) day period set forth above.

3. While on leave of any nature, the total compensation paid to an employee, including salary, wages, workers' compensation benefits, and leave pay collected from any other party (except the employee's private insurance) shall not exceed the employee's gross salary at the time of the commencement of the leave, plus any allowed and approved cost of living increase which commences during the period of leave.

#### E. SUBROGATION

The City reserves a right of subrogation because of payment of temporary disability leave to any employee who is disabled or injured by a third party, and reserves the right to pursue collection from the employee of any money paid by the third party to the extent of the City's payment of temporary disability leave. Should the employee receiving temporary disability leave collect from the third party for wages, salary, or expenses otherwise paid by the City, he or she will reimburse the City for money paid as temporary disability leave or expenses resulting from the injury.

Nothing in this article shall be interpreted to mean that the City shall have the right to initiate civil litigation in the name of the employee against the third party or representative of said party until after receiving consultation and advice of the employee and a signed waiver to that effect.

#### F. LIMITATION OF LEAVE

Temporary disability leave will not be available to employees following one hundred fifty (150) days from the original date of injury or date that the disability begins absent express approval of the City Administrator, who may grant an extension of this time not to exceed sixty (60) days.

Any employee whose employment by the City is terminated due to exceeding this limitation of leave shall be compensated for any remaining unused sick leave as in the case of retirement.

**ARTICLE X - GENERAL PROVISIONS CONCERNING LEAVE**

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**A. ABSENCE WITHOUT APPROVAL**

An employee who is absent from duty without approval shall receive no pay for the duration of the absence, and unless there is a legitimate reason for the absence, shall be subject to disciplinary action. An employee who is absent without leave for three (3) consecutive days is considered to have resigned.

**B. LEAVE FORM**

For all leaves except unforeseeable sick leave, a written request on the authorized leave form, indicating the kind of leave, duration, and dates of departure and return, must be approved prior to the taking of the leave. In the case of unforeseeable sick leave, the form shall be completed and submitted for approval immediately upon the employee's return to duty. Unless a leave form approved by the supervisor substantiates an absence, an employee shall not be paid for any absence from scheduled work hours.

**C. COMPENSATION LIMIT DURING LEAVE**

While on leave of any nature, the total compensation paid to an employee including salary, wages, workers= compensation benefits and leave pay collected from any other party shall not exceed the employee=s net take-home pay at the time of the commencement of the leave plus any allowed and approved cost of living increase which commences during the period of leave.

**ARTICLE XI - PENSION RETIREMENT PLAN AND SENIORITY**

**A. PENSION RETIREMENT PLAN**

1. The City agrees that the employees covered under this agreement are covered under the pension plan adopted by Ordinance No. 4244, as amended.
2. An employee shall retire on the first day of the month following his or her seventieth birthday, unless said employee applies for and receives a waiver of retirement requirement from the mayor to be for a period not exceeding one year, shall be based upon a determination of the ability of the employee to continue in his or her duties. The waiver does not preclude retirement as provided by City Ordinance No. 4244, as amended.



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**B. SENIORITY**

1. Seniority is hereby defined as the employee's length of continuous service in the bargaining unit except as otherwise provided herein.
2. Continuous service as used in Section 1 hereof means an employee's total continuous length of service in the bargaining unit without break or interruption; provided, that lay-off of one (1) year or less, any suspension for disciplinary purposes, absence on authorized leave with or without pay, absence while receiving temporary total disability benefits under the Nebraska Worker's Compensation Act, and any absence due to serving as a union officer or official whether elected or appointed, shall not constitute a break or interruption in service within the meaning of this Article.
3. After an employee satisfactorily completes his initial probationary period of employment with the City, his seniority shall be effective from the date on which the employee was hired in the bargaining unit.
4. A list of employees arranged in order of their seniority as defined herein will be made available for examination by employees upon request by the union.
5. Where two or more employees were appointed in the bargaining unit on the same date, their seniority standing shall be determined in the order in which they filed their application for such employment in accordance with the date and time of filing such application.
6. Where an employee holds a non-bargaining unit position, he shall retain all seniority earned in all bargaining unit classifications in which he was previously employed. Non-bargaining unit service with the City shall not be construed or considered for the purpose of calculating seniority under the provisions of this Agreement except for those employees who are in classifications which have become part of the bargaining unit.

**ARTICLE XII - RATES OF PAY FOR WORK PERFORMED**

**A. PAY PLAN**

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1. Employees, prior to advancing in step or grade, shall be evaluated. Employees will be considered for pay schedule step increases upon the following schedule. Such adjustments in pay shall be effective on the first day of a pay period falling on or immediately after the classification anniversary.

Step A	Entry Level
Step B	Upon one (1) year of service in Step A
Step C	Upon one (1) year of service in Step B
Step D	Upon one (1) year of service in Step C
Step E	Upon one (1) year of service in Step D
Step F	Upon one and one-half (1 ½) years of service in Step E
Step G	Upon one and one-half (1 ½) years of service in Step F
Step H	Upon one and one-half (1 ½) years of service in Step G

2. The probation period for new employees shall be six months, unless otherwise extended by the Department Director.

B. **FISCAL YEAR, 2002 - 2007**

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Rates of pay for the period October 1, 2002 to September 30, 2007 for work performed in the various classes of work under this agreement are set out in attached Exhibits A, B and C.

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C. **FISCAL YEAR ~~2002~~ - 2003**

Rates of pay for the period October 1, ~~2002~~ to September 30, ~~2003~~ for work performed in the various classes of work under this agreement shall be as follows:

~~October 7, 2002:~~ All pay ranges shall be adjusted ~~by 2. % pursuant to a joint salary survey plus a COLA of 3.0%. The pay ranges will be implemented the first full pay period on or after October 1, 2002. See exhibit A.~~

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D. **FISCAL YEAR ~~2003~~-2004**

~~All pay ranges shall be adjusted by a COLA of 2.5% . The new pay ranges will be implemented on the first full pay period on or after October 1, 2003. See exhibit B.~~

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- Deleted: The City and AFSCME will conduct a joint survey to determine current labor market comparable salaries for work performed in the various classes of work under this agreement. Employee benefits for fiscal years 2000-2001 and 2001-2002 shall remain the same as the benefits bargained for in the 1998-99 contract unless both parties agree to survey benefit levels as part of the joint pay survey process.

E. **FISCAL YEAR ~~2004~~-2005**

~~All pay ranges shall be adjusted by a COLA of 2.5% . The new pay ranges will be implemented on the first full pay period on or after October 1, 2004. See exhibit C.~~

- Deleted: The "array" used in the joint survey shall conform to the comparability standards set by the Nebraska Commission on Industrial Relations (CIR) in 1996 and shall include the following cities: Fremont, Hastings, Kearney, and North Platte. Any additions to this array must comply with CIR standards and must be jointly agreed to by both parties.

E. **FISCAL YEAR 2005 – 2006**

The City and AFSCME will c onduct a joint survey to determine current labor market comparable salaries performed for work performed in the various classes of work under this agreement.

The array used in this joint survey shall conform to the comparability standards set by the Nebraska Commission on Industrial Relations (CIR) in 1996 and shall include the following cities: Fremont, Hastings, Kearney and North Platte. The results of the pay study shall be implemented at the beginning of the first full pay period on or after October 1, 2005.

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- Deleted: The City and the Union shall negotiate a COLA adjustment for pay ranges in Fiscal Year 2001-2002 during the joint pay study process occurring for Fiscal Year 2000-2001. The COLA adjustments shall be implemented at the beginning of the pay period on or before October 1, 2001.
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FISCAL YEAR 2006 – 2007

All pay ranges shall be adjusted by a COLA of 3.0%. The new pay range will be implemented at the beginning of the first full pay period on or after October 1, 2006

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**F. FUTURE CHANGES IN RATES OF PAY**

It is understood and agreed that payment of future rates is contingent upon the City adopting budget statements and appropriation ordinances sufficient to fund such payments and salary ordinances authorizing such payments. The union acknowledges that the City must comply with the Nebraska Budget Act (Sections 23-921 through 23-933, R.R.S. 1943).

**ARTICLE XIII - EMPLOYEE RELATIONS**

**A. GENERAL**

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

**B. MEMBERSHIP IN UNION**

1. An employee shall have the right to join or refrain from joining this union.
2. This union shall not exert pressure on any employee to join it.
3. The union shall not discriminate in membership on the grounds of race, religion, national origin, color, age, or sex.

**ARTICLE XIV - SAFETY COMMITTEE**

1. A member of the bargaining unit, as selected by the Union, shall serve on the Citywide Safety Committee, which shall meet on a regular basis to discuss safety problems.
2. All questions relating to safety, including equipment, protective clothing, working areas, and working procedures, shall be considered proper subject for discussion.
3. It is agreed by the parties that the question of safety is a common concern and to this end the parties agree to use all reasonable means of protecting the health and welfare of all employees, including proper training in operation of equipment and use of materials.

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## ARTICLE XV – GRIEVANCES

### A. GENERAL STATEMENT

It is the policy of the City of Grand Island to provide prompt and equitable resolution of employee complaints and grievances. An employee presenting a complaint or grievance shall not be subject to reprisal.

### B. COMPLAINTS

Prior to initiating a grievance, the employee is encouraged to discuss the complaint with the immediate supervisor. Should the complaint not be resolved through such discussion, the employee may elect to submit a grievance.

### C. WHAT MAY BE GRIEVED

A permanent employee may grieve an alleged unsafe act or practice, adverse working condition, violation of a written or verbal policy or procedure, violation of the employee's civil rights, an involuntary demotion, or an involuntary transfer which results in a reduction in salary. A probationary employee may grieve only an alleged unsafe act or practice, adverse working condition, or a violation of the employee's civil rights.

### D. GRIEVANCE PROCEDURE

Employee grievances will be resolved in accordance with the following procedure:

#### 1. Division Supervisor

A grievance must be submitted to the Division Supervisor not later than 10 working days following the alleged act or action.

The Division Supervisor shall attempt to resolve the grievance and shall provide the employee a written response not later than five (5) working days following receipt of the grievance.

#### 2. Department Director

Should the employee be dissatisfied with the Division Supervisor's response, or should the Division Supervisor be the immediate supervisor, the employee may

grieve to the Department Director not later than five (5) working days following receipt of the Division Supervisor's response or the occurrence of the original alleged act or action.



The Department Director shall attempt to resolve the grievance and shall provide the employee a written response not later than five (5) working days following receipt of the grievance.

3. Mayor

Should the employee be dissatisfied with the Department Director's response, the employee may grieve to the Mayor no later than five (5) working days following receipt of the Department Director's response or the occurrence of the original alleged act or action.

The Mayor shall provide the employee with a written response not later than five (5) working days following receipt of the grievance. The decision of the Mayor completes the grievance process.

**E. GRIEVANCE PROCEDURE - GENERAL PROVISIONS**

Employee grievances and employer responses must be in writing with a copy provided to the Personnel Department. Should a meeting or hearing be held for the resolution of a grievance, an employee may appear with an attorney as counsel or representative and/or may be accompanied by another employee from the same division. Such an employee shall be granted time off with pay and shall not be subject to reprisal.

Employees may be requested to appear as witnesses. Such employees shall be required to appear, shall be granted time off with pay, and shall not be subject to reprisal.

The names of employee witnesses must be provided to the Department Director in sufficient time to arrange for their appearance.

A grievance shall be considered resolved should the employee fail to comply with the prescribed time limits. Should the employer fail to comply with the prescribed time limits, the employee may continue the grievance to the next level.

Grievance procedure time limits may be extended upon mutual agreement between the employee and the employer. The request for extension and the response to such request shall be in writing.

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**ARTICLE XVI - OTHER BENEFITS**

**A. HOSPITALIZATION AND MEDICAL INSURANCE**

**A. INSURANCE**

The City agrees to provide hospitalization, medical, dental, and long-term disability insurance during the term of this agreement for the employee and employee's dependents at the same benefit level and employee contribution level as provided to other City employees under the City's general group insurance plans. Present and future benefits provided under the general group insurance plan shall be accorded to the Union; unless the Union chooses to negotiate a separate insurance plan pursuant to the second paragraph below.

The Union reserves the right to negotiate a separate insurance plan with the City should it determine it does not want to participate through the City's general group insurance plan. The City's general group insurance plan year runs from August 1 through July 31. The Union must provide notice to the City of its intent not to participate in the City's general group insurance plan for the following year by no later than December 1 to allow the City sufficient time to notify the insurance carrier of changes to the general group.

**B. CAFETERIA PLAN**

The City agrees to implement a pre-tax contribution plan for medical and hospitalization insurance expenses.

**C. LIFE INSURANCE**

The City will continue to provide a life insurance policy for the employee. Such policy shall contain an option allowing the employee to purchase additional insurance. The premium for the optional insurance shall be paid by the employee. The insurance provided at City cost shall be in the amount of \$30,000 per employee.

The employee will be required to pay the premium on the life insurance policy during any leave of absence without pay for the first sixty days. Thereafter, such employee will be dropped from the life insurance plan. The employee shall pay both the City's premium and his or her optional insurance premium during this period.

**D. UNION BULLETIN BOARD**

**Deleted:** The City agrees to pay 88% of the premium cost of hospitalization and medical insurance provided by the City for each employee represented by the bargaining unit. The employee shall pay the remaining 12% of said premium cost. The City agrees to pay 83% of the premium cost of such insurance for such employee's spouse and children as may be eligible for coverage under the City's insurance contract, with the remaining 17% of the premium paid by the employee. ¶

¶  
¶  
→The parties hereto recognize that mutual cooperation and effort is necessary and essential to reduce the escalating costs of health care and yet maintain necessary and reasonable health care benefits. Pursuant to such recognition, the parties agree to meet as necessary for the purpose of studying, analyzing and devising means to effectuate cost savings consistent with necessary and reasonable health care protection. Any changes in the present benefits or procedures shall be effectuated in writing by mutual agreement between the President of the Union and the Personnel Director of the City and no further action by way of approval shall be required of either the City or Union. ¶

**Deleted: DENTAL INSURANCE** ¶  
¶  
The City will provide elective dental insurance coverage for each employee, as well as his or her spouse and children. The premium cost for such dental coverage shall be borne solely by the employee. ¶

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The City agrees to provide space for the Union to erect a bulletin board for each division of sufficient size for the posting of notices of union meetings, union elections, union election results, union appointments to office, and union recreational or social affairs. Any material posted on said bulletin board(s) shall either be on union stationery or otherwise authenticated and authorized by an officer of the union. No item may be posted on the bulletin board(s) unless the item has been approved for posting by the Mayor or his or her designated representative and shall not be unreasonably withheld.

The total number of bulletin boards may not exceed the number of divisions the union represents as described in Article I, Section A.

**E. UNIFORMS AND PROTECTIVE CLOTHING**

1. The City will pay for one pair of safety glasses and frames for each employee up to the amount allowed by the City's procurement policy. Employees must have eye examinations for prescription glasses at their expense, or have had their eyes checked within the last six months. Employees will be allowed to choose the type of safety frames desired (plastic, combination plastic/metal, or metal). The City will pay for side shields for employees desiring them. The City will pay for replacement or repair of safety glasses accidentally damaged during performance of assigned duties; provided, the employee's supervisor is notified immediately of the damage. The City will also pay for replacement of safety glasses when the employee has an examination showing his or her prescription has changed, said examination to be at the employee's expense. The employee will be responsible for repair of safety glasses damaged during off-duty hours. Safety glasses lost by employees must be replaced at the employee's expense.
2. Upon submission of proof of purchase, the City will reimburse employees for the increased cost attributable to safety steel toe inserts in boots used on the job. The reimbursement shall not exceed Seven Dollars (\$7.00) per pair, nor more than two (2) pairs per year.
3. The City shall pay as uniform allowance the sum of Twelve Dollars (\$12.00) bi-weekly to full-time employees of the Shop Garage Division.
4. Employees in Public Work divisions other than the Shop Garage Division shall be permitted to participate in the uniform program established by the City of Grand Island. The City will pay sixty percent (60%) of the actual cost of providing and cleaning these uniforms. The employee shall pay forty percent (40%) of said cost.

**F. TOOL ALLOWANCE**



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Employees in the job classification of Equipment Mechanic shall be paid a tool allowance in the amount of Ten Dollars (\$10.00) bi-weekly. Said employees shall be required to have and maintain the tools required of the job classification.

**ARTICLE XVII - MANAGEMENT RIGHTS**

1. The City has endorsed the practices and procedures of collective bargaining as an orderly way to conduct its relations with this group of employees, provided, that the City, acting through its chief administrative officer, retains the right to  
  
effectively operate in a reasonable and efficient manner to serve the best interests of all the citizens of the City.
2. This agreement in no way changes the power of the City to exercise any and all powers vested in it by the statutes of the State of Nebraska and the Grand Island City Code.
3. It is understood and agreed that the City possesses the sole right to operate the Public Works Department and the Parks and Recreation Department, and that all management rights repose in it, but that such rights must be exercised consistently with the other provisions of this contract. These rights include but are not limited to the following:
  - a. Discipline or discharge for just cause, whether arising under this agreement or City work rules.
  - b. Direct the work force.
  - c. Hire, assign, or transfer employees.
  - d. Determine the mission of the City.
  - e. Determine the methods, means, number of personnel needed to carry out the City's mission.
  - f. Introduce new or improved methods or facilities.
  - g. Change existing methods or facilities.
  - h. Lay off employees because of lack of work.

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- i. Contract out for goods or services.
4. This document constitutes the sole and complete arrangement between the parties. The parties acknowledge that they have had the opportunity to present and discuss proposals on any subject which is (or may be) subject to collective bargaining. Any prior commitment or agreement between the employer and the Union or any individual employee covered by this agreement is hereby superseded.
5. Any and all matters not specifically mentioned in this agreement are reserved to the City.
6. All industrial relations functions of the City shall be handled by the Mayor or his or her designated representative. The union agrees that it shall deal with the City only through the Mayor or his or her designated representative.
7. The Union and its membership agree that it will not contract or deal with any of the members of the City Council concerning any aspects of negotiations, grievances, or any other relationship between the Union and the City.

#### **ARTICLE XVIII - PAYROLL DEDUCTION OF UNION DUES**

Upon receipt of a lawfully executed written authorization from an employee, which may be revoked in writing at any time, the City agrees to deduct the regular, biweekly amounts specified therein from his or her pay for union dues. The effective date of such deduction shall be the second payroll following the filing of the written authorization by the employee with the Finance Director. The Finance Director will remit the collected union dues, together with a list of the employees' names for which the dues are deducted, to the official designated by the union, in writing, by the fifteenth day of the next succeeding month following the deduction. The City agrees not to withhold any initiation fees, assessments, special or otherwise, nor any funds from an employee's pay for the benefit of the union other than regular union dues as set forth herein.

The Union agrees to indemnify and hold the City harmless against any and all claims, suits, orders, or judgments brought or issued against the City as a result of any action taken or not taken by the City under this Article. This Article shall become null and void for the remaining life of the contract, effective immediately, in the event the union or its members participate in a strike, slowdown, work stoppage, or other intentional interruption of operation.

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## ARTICLE XIX - GENERAL PROVISIONS

1. No representative of the Union shall be permitted to come on any job site of the City for any reason without first presenting his or her credentials to the Mayor or Department Director, and obtaining permission to come on the job site of the City. Such permission shall not be unreasonably withheld.
2. The Union agrees that it or its members will not solicit membership in the Union or otherwise carry on Union activities during working hours.
3. The City agrees not to discriminate against any employee on the basis of race, creed, color, sex, age, or national origin, as provided by law.
4. The City and the Union agree not to interfere with the right of employees to become or not to become members of the Union, and further, that there shall be no discrimination or coercion against any employee because of union membership or non-membership.
5. An employee who fails to satisfactorily perform the duties of a classification into which he or she has been promoted during the first six months after such promotion, shall be demoted to the classification from which promoted. He or she shall return to the same pay step held prior to promotion with the same regular status held prior to promotion.
6. The employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any individual, group, or organization for the purpose of undermining the Union or which is in conflict with this agreement.
7. Employees shall abide by the residency requirements set out in the Personnel Rules as adopted by the City; provided, such requirements shall not discriminate against members of this bargaining unit.
8. Issues not specifically addressed by this contract shall be controlled by the City Personnel Rules.

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## ARTICLE XX - STRIKES AND LOCKOUTS

1. Neither the Union nor any of its officers, agents, or employees will instigate, promote, sponsor, engage in, or condone any strike, slowdown, concerted stoppage of work, or any other intentional interruption of the operations of the City, regardless of the reason for so doing. Any or all employees who violate any of the provisions of this Article may be summarily discharged or disciplined by the City. Such discharge or discipline shall not be subject to grievance proceedings under any circumstances.
2. The City will not lock out any employees during the term of the agreement as a result of a labor dispute with the union.

## ARTICLE XXI- DISCIPLINE AND APPEAL PROCEDURE

The employees of this bargaining unit shall be subject to the Discipline Procedure as set forth in the City of Grand Island Personnel Rules.

The following Appeal Procedure shall apply:

Any employee who has satisfactorily completed his/her initial probationary period of employment with the City of Grand Island shall have the right to appeal a written reprimand, a suspension, or a discharge in accordance with the following procedure:

1. Discipline imposed by the Department Director may be appealed to the Mayor not later than five (5) working days following written notification of such discipline.
2. The Mayor shall hear such appeal and shall provide the employee with a written response not later than ten (10) working days following receipt of the appeal.
3. Should the employee be dissatisfied with the Mayor's response or should the Mayor have imposed the initial discipline, the employee may appeal to arbitration.
4. The employee or the Union must provide the Personnel Director with a written request for arbitration within fifteen (15) working days of receiving the Mayor's decision.

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5. The arbitration proceeding shall be conducted by an arbitrator, to be mutually selected by the parties as soon as practical after the submission of written demand for arbitration.

If the parties are unable to mutually agree as to the selection of an arbitrator within fifteen (15) working days from receipt of the demand for arbitration, the parties shall jointly request the Federal Mediation and Conciliation Service to provide a list of seven arbitrators. Each party shall have the right to strike three names from the list of arbitrators as submitted. The employee requesting arbitration shall have the right to strike the first name and the City shall then strike one name with the same process being repeated so that the person remaining on the list shall be the arbitrator.

There shall be no appeal from the arbitrator's decision. It shall be final and binding on the Union, the City of Grand Island, and on all bargaining unit employees.

Authority of the arbitrator is limited to matters of interpretation or application of the express provisions of this Agreement and the arbitrator shall have no power or authority to add to, subtract from, or modify any of the terms or provisions of this Agreement. In the event the arbitrator finds that he has no authority or power to rule in the case, the matter shall be referred back to the

parties without decision or recommendation on the merits of the case. The arbitrator shall be requested by the parties to issue his decision within thirty (30) calendar days after the conclusion of the hearing.

Parties selecting the arbitrator shall share equally the arbitrator's expense. Each party shall be responsible for compensating its own representatives and witnesses.

If a party desires that a record of the testimony be made at the proceedings, it may cause such a record to be made at its expense; provided, however, that it supplies the arbitrator and the other party or parties with copies of such record at no expense to the other party or parties.

6. The arbitrator shall not have jurisdiction to discharge an employee upon an appeal from a suspension.
7. An employee shall have the right to process an appeal individually, by the Union, and/or by an Attorney at Law. If an employee elects not to use the Union or its attorney in the processing of an appeal, the decision of the arbitrator shall not set binding precedent on the Union.

8. Any time limits contained herein, or elsewhere in this Agreement, for the bringing of, or answering of discipline may be waived by mutual consent of the Union or the employee and the City.

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## ARTICLE XXII - DURATION OF CONTRACT

1. All of the terms, rights, obligations, benefits and conditions of this agreement will expire on its termination.
2. This agreement shall continue in full force and effect until Midnight on September 30, 2007.
3. Negotiations for a new agreement to take effect upon the termination of this agreement may begin any time after April 1, 2007. Negotiations for determination of current labor market comparable salaries for Fiscal Year 2004-2005 may begin six months prior to the start of said fiscal year.
4. Either party may reopen this agreement if the City does not adopt a budget statement and appropriation ordinance and salary ordinance sufficient to fund the rates of pay and fringe benefits previously agreed upon by the parties.

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## ARTICLE XXIII - SEVERABILITY

If any of the provisions of agreement are subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, all other provisions of the agreement shall remain full force and effect for the duration of the agreement. Both parties shall meet and attempt to negotiate a substitute.

## ARTICLE XXIV - SCOPE OF AGREEMENT

### A. COMPLETE AGREEMENT

The parties mutually agree that this contract constitutes the entire Agreement and understanding concerning all proper subjects of collective bargaining for the duration of the

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contract between the parties and supersedes all previous agreements. This contract shall not be modified, altered, changed or amended in any respect unless in writing and signed by both parties. There are no oral agreements nor is this Agreement based upon any oral representation covering the subject matter of this Agreement.

**B. INTERPRETATION**

This Agreement has been executed in accordance with the statutes and the laws of the State of Nebraska and the United States of America, and any dispute, disagreement, or litigation arising under this Agreement shall be adjudged in accordance with the statutes and laws of the State of Nebraska and of the United States of America.

**C. NEGOTIATIONS**

The parties agree that the negotiations preceding the signing of this Agreement included negotiations on all proper subjects of bargaining and that all negotiations were conducted in accordance with all applicable federal and state requirements.

**ARTICLE XXV - C.I.R. WAIVER**

As a result of negotiations, and in consideration of this entire collective bargaining agreement, the Union, on behalf of all of its members, hereby knowingly, intelligently, and voluntarily waives its right to file any proceedings with the Nebraska Commission of Industrial Relations (CIR) alleging lack of comparability with respect to any wages, fringe benefits or any other conditions of employment with respect to the time period between October 1, 1998 through September 30, 2002.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

**AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES; Local No. 251**

By \_\_\_\_\_  
Edward E. Cox, President, Local 251

By \_\_\_\_\_  
Steve Hancock Chief Steward MDP, Local 251

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**CITY OF GRAND ISLAND, NEBRASKA, A Municipal Corporation,**

By \_\_\_\_\_  
Ken Gnadt, Mayor

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

Deleted: Cindy K. Johnson

**NEGOTIATING TEAM:**

\_\_\_\_\_  
Marlan Ferguson, City Administrator,  
\_\_\_\_\_

Deleted: Dale Iman

Deleted: Chief Negotiator

Deleted: Chuck Haase, Finance Director

\_\_\_\_\_

\_\_\_\_\_ → Lisa Thayer, Personnel Director

\_\_\_\_\_ → Steve Paustian, Parks and Recreation Director

\_\_\_\_\_ → Bud Buettner, Assistant Public Works Director

\_\_\_\_\_

\_\_\_\_\_ → Bud Buettner, Assistant Public Works Director

\_\_\_\_\_



# AFSCME Salary Table - 2003 - 2004 with 2.5% COLA

Effective 10-6-03 (paycheck 10-23-2003)

## Exhibit B

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
<b>Equipment Operator - Streets</b>	<b>Hourly</b>	11.3717	11.9425	12.5347	13.1593	13.8162	14.5054	15.2269	15.9914
	<b>4010 Bi-weekly</b>	909.74	955.40	1,002.78	1,052.74	1,105.30	1,160.43	1,218.15	1,279.31
	<b>Monthly</b>	1,971.09	2,070.03	2,172.68	2,280.95	2,394.81	2,514.27	2,639.33	2,771.84
	<b>Annual</b>	23,653.24	24,840.40	26,072.28	27,371.24	28,737.80	30,171.18	31,671.90	33,262.06
<b>Fleet Services Attendant/Clerk</b>	<b>Hourly</b>	10.3397	10.8548	11.4040	11.9748	12.5778	13.2132	13.8808	14.5807
	<b>4065 Bi-weekly</b>	827.18	868.38	912.32	957.98	1,006.22	1,057.06	1,110.46	1,166.46
	<b>Monthly</b>	1,792.21	1,881.50	1,976.69	2,075.63	2,180.15	2,290.29	2,406.01	2,527.32
	<b>Annual</b>	21,506.68	22,577.88	23,720.32	24,907.48	26,161.72	27,483.56	28,871.96	30,327.96
<b>Fleet Services Inventory Specialist</b>	<b>Hourly</b>	11.3394	11.9101	12.5024	13.1270	13.7839	14.4731	15.1946	15.9591
	<b>4015 Bi-weekly</b>	907.15	952.81	1,000.19	1,050.16	1,102.71	1,157.85	1,215.57	1,276.73
	<b>Monthly</b>	1,965.50	2,064.42	2,167.08	2,275.35	2,389.21	2,508.67	2,633.73	2,766.24
	<b>Annual</b>	23,585.90	24,773.06	26,004.94	27,304.16	28,670.46	30,104.10	31,604.82	33,194.98
<b>Fleet Services Mechanic</b>	<b>Hourly</b>	12.7178	13.3531	14.0208	14.7207	15.4530	16.2283	17.0360	17.8868
	<b>4005 Bi-weekly</b>	1,017.42	1,068.25	1,121.66	1,177.66	1,236.24	1,298.26	1,362.88	1,430.94
	<b>Monthly</b>	2,204.42	2,314.54	2,430.27	2,551.59	2,678.52	2,812.91	2,952.91	3,100.38
	<b>Annual</b>	26,452.92	27,774.50	29,163.16	30,619.16	32,142.24	33,754.76	35,434.88	37,204.44
<b>Horticulturist</b>	<b>Hourly</b>	12.0071	12.6101	13.2455	13.9131	14.6130	15.3454	16.1099	16.9175
	<b>4020 Bi-weekly</b>	960.57	1,008.81	1,059.64	1,113.05	1,169.04	1,227.63	1,288.79	1,353.40
	<b>Monthly</b>	2,081.23	2,185.75	2,295.89	2,411.60	2,532.92	2,659.87	2,792.38	2,932.37
	<b>Annual</b>	24,974.82	26,229.06	27,550.64	28,939.30	30,395.04	31,918.38	33,508.54	35,188.40
<b>Maintenance Worker - Cemetery</b>	<b>Hourly</b>	11.2856	11.8455	12.4378	13.0624	13.7192	14.4084	15.1299	15.8838
	<b>4040 Bi-weekly</b>	902.85	947.64	995.02	1,044.99	1,097.54	1,152.67	1,210.39	1,270.70
	<b>Monthly</b>	1,956.17	2,053.22	2,155.89	2,264.15	2,377.99	2,497.46	2,622.52	2,753.19
	<b>Annual</b>	23,474.10	24,638.64	25,870.52	27,169.74	28,536.04	29,969.42	31,470.14	33,038.20
<b>Maintenance Worker - Streets</b>	<b>Hourly</b>	10.9732	11.5224	12.1039	12.7070	13.3423	14.0100	14.7100	15.4422
	<b>4045 Bi-weekly</b>	877.86	921.79	968.31	1,016.56	1,067.38	1,120.80	1,176.80	1,235.38
	<b>Monthly</b>	1,902.02	1,997.22	2,098.01	2,202.55	2,312.67	2,428.40	2,549.73	2,676.65
	<b>Annual</b>	22,824.36	23,966.54	25,176.06	26,430.56	27,751.88	29,140.80	30,596.80	32,119.88
<b>Maintenance Worker - Parks</b>	<b>Hourly</b>	11.2101	11.7809	12.3732	12.9977	13.6546	14.3439	15.0653	15.7868
	<b>4050 Bi-weekly</b>	896.81	942.47	989.86	1,039.82	1,092.37	1,147.51	1,205.22	1,262.94
	<b>Monthly</b>	1,943.08	2,042.02	2,144.69	2,252.93	2,366.80	2,486.28	2,611.32	2,736.38
	<b>Annual</b>	23,317.06	24,504.22	25,736.36	27,035.32	28,401.62	29,835.26	31,335.72	32,836.44
<b>Senior Equipment Operator - Streets</b>	<b>Hourly</b>	12.4593	13.0839	13.7408	14.4300	15.1514	15.9053	16.7022	17.5422
	<b>4055 Bi-weekly</b>	996.74	1,046.71	1,099.26	1,154.40	1,212.11	1,272.42	1,336.18	1,403.38
	<b>Monthly</b>	2,159.61	2,267.88	2,381.74	2,501.20	2,626.24	2,756.92	2,895.05	3,040.65
	<b>Annual</b>	25,915.24	27,214.46	28,580.76	30,014.40	31,514.86	33,082.92	34,740.68	36,487.88

<b>Senior Maintenance Worker - Parks</b>	<b>Hourly</b>	12.4593	13.0839	13.7408	14.4300	15.1514	15.9053	16.7022	17.5422
	<b>4058 Bi-weekly</b>	996.74	1,046.71	1,099.26	1,154.40	1,212.11	1,272.42	1,336.18	1,403.38
	<b>Monthly</b>	2,159.61	2,267.88	2,381.74	2,501.20	2,626.24	2,756.92	2,895.05	3,040.65
	<b>Annual</b>	25,915.24	27,214.46	28,580.76	30,014.40	31,514.86	33,082.92	34,740.68	36,487.88
<b>Senior Maintenance Worker - Streets</b>	<b>Hourly</b>	12.4593	13.0839	13.7408	14.4300	15.1514	15.9053	16.7022	17.5422
	<b>4060 Bi-weekly</b>	996.74	1,046.71	1,099.26	1,154.40	1,212.11	1,272.42	1,336.18	1,403.38
	<b>Monthly</b>	2,159.61	2,267.88	2,381.74	2,501.20	2,626.24	2,756.92	2,895.05	3,040.65
	<b>Annual</b>	25,915.24	27,214.46	28,580.76	30,014.40	31,514.86	33,082.92	34,740.68	36,487.88
<b>Traffic Signal Technician</b>	<b>Hourly</b>	12.4593	13.0839	13.7408	14.4300	15.1514	15.9053	16.7022	17.5422
	<b>4070 Bi-weekly</b>	996.74	1,046.71	1,099.26	1,154.40	1,212.11	1,272.42	1,336.18	1,403.38
	<b>Monthly</b>	2,159.61	2,267.88	2,381.74	2,501.20	2,626.24	2,756.92	2,895.05	3,040.65
	<b>Annual</b>	25,915.24	27,214.46	28,580.76	30,014.40	31,514.86	33,082.92	34,740.68	36,487.88

RESOLUTION 2002-269

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor is hereby authorized to execute the Labor Agreement by and between the City of Grand Island and the Nebraska Public Employees, Local 251 of the American Federation of State, County, and Municipal Employees, AFL-CIO (AFSCME), for the period of October 1, 2002 through September 30, 2007.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska on August 27, 2002.

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RaNae Edwards, City Clerk

Approved as to Form ? _____ August 23, 2002      ? City Attorney
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# City of Grand Island

Tuesday, August 27, 2002

Council Session

## Item I3

### **#2002-270 - Consideration of Certifying a 1/2 Cent Sales Tax Ballot Issue for the May 11, 2004 Primary Election**

*The City Council, at the March 6, 2002 Council Retreat, established securing the 1/2 cent sales tax as a priority. Reasoning behind this decision is simple: if the City is to continue with major capital projects, an additional revenue source is needed. The State of Nebraska is in a budget crisis and has cut back State Aid to Municipalities, which will ultimately impact the City of Grand Island budget. The need for capital projects for public safety including Fire Station, Training Center, replacement equipment and possible relocation of the Police Department Public Safety Center is ongoing. There is also a need to fund infrastructure projects including sewer, water, storm sewer and streets. These projects will not be completed in a timely fashion without additional funding. Property tax relief could be realized with the increased sales tax revenue.*

*State Statute only allows the sales tax issue to be on the ballot once every 23 month. At the May, 2002 primary election the issue of the 1/2 cent sales tax for an endowment was on the ballot and was defeated. The next time this issue can be on the ballot then is May 11th, 2004. It is important that the City establish its intent to have the 1/2 cent sales tax on the ballot at the next election. The Resolution before the Council secures the City's position for forwarding the 1/2 cent sales tax issue in May 2004. The exact ballot language can be modified in accordance with ballot issue guidelines, however, a sample ballot must be included in this Resolution of Intent. A MOTION is in order.*

Staff Contact: Marlan Ferguson

RESOLUTION 2002-270

WHEREAS, the City Council of the City of Grand Island have expressed their desire to maintain and improve public safety within the community, expand parks and recreational opportunities, provide for infrastructure, and property tax relief; and

WHEREAS, an increase in the local option sales tax is the fairest and best means to fund the foregoing programs; and

WHEREAS, the Mayor and City Council wish to place this issue before the voters of the City of Grand Island for their decision at the statewide primary election of May 11, 2004.

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

(1) Pursuant to Neb. Rev. Stat. §31-4,153, in lieu of a separate special election, the following ballot shall be submitted at the statewide primary election on May 11, 2004:

**(OFFICIAL SAMPLE BALLOT)  
OFFICIAL MUNICIPAL ELECTION BALLOT**

**CITY OF GRAND ISLAND, NEBRASKA**

Tuesday, May 11, 2004

Sales and Use Tax Proposal:

Shall the Mayor and City Council of the City of Grand Island, Nebraska, impose a sales and use tax in the amount of one-half percent (1/2%) in addition to the one percent (1%) currently in effect, upon the same transactions within the City of Grand Island on which the State of Nebraska is authorized to impose a tax and shall the City of Grand Island increase its budgeted restricted funds for fiscal year 2004-2005 by \$4,500,000 over the current year's restricted funds with the proceeds collected therefrom to be used specifically for funding public safety, expanding parks and recreational opportunities, provide for infrastructure, and property tax relief?

Vote for or against the foregoing proposal.

FOR the proposal

AGAINST the proposal

(2) The City Clerk is directed to certify the above issue to the Election Commissioner by March 1, 2004 in the manner and form provided in Neb. Rev. Stat. §32-559.

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Adopted by the City Council of the City of Grand Island, Nebraska on August 27, 2002.

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RaNae Edwards, City Clerk



# City of Grand Island

Tuesday, August 27, 2002

Council Session

## Item I4

### **#2002-271 - Consideration of Approving 1% Increase to the Lid Limit**

*In 1998 the Nebraska State Legislature passed LB 989, which put a cap on the amount of restricted revenues a political subdivision can budget for. The restricted revenues that the City of Grand Island includes in the budget are Property Taxes, Payments in Lieu of Property Tax, Local Option Sales Tax, Motor Vehicle Tax and State Aid. Of these restricted revenues, property tax is the only revenue that the City can control. The increase in restricted funds authority using the 1% additional amount and the population growth (when available) is not an increase in budgeted revenues. It only provides the ability to increase restricted revenues, particularly property tax, in a future year if necessary. Approval is recommended. A MOTION is in order.*

**Staff Contact: David Springer**



*City Of*  
**GRAND**  **ISLAND**

*INTEROFFICE  
MEMORANDUM*

*Working Together for a  
Better Tomorrow. Today.*

**DATE:** August 6, 2002

**TO:** Ken Gnadt, Mayor  
Councilmembers,  
Marlan Ferguson, City Administrator  
David Springer, Finance Director

**FROM:** Paul Mueller, Controller *pm*

**RE:** Adoption of additional 1% increase in restricted funds lid

**Background:**

During the Council budget meetings last year there were a lot of questions concerning restricted funds and the impact the restricted funds have on property taxes. Hopefully this will help clarify what restricted funds are all about.

In 1998 The Nebraska State Legislature passed LB 989, which put a cap on the amount of restricted revenues a political subdivision can budget for. The restricted revenues that The City of Grand Island includes in the budget are Property Taxes, Payments in Lieu of Property Tax, Local Option Sales Tax, Motor Vehicle Tax, and State Aid. Of these restricted revenues, property tax is the only revenue that the City can control. In other words, The City can levy any amount for property tax, subject to levy limits. The other restricted revenues are dependent on how much is collected or other formulas, i.e.: sales tax.

**Discussion:**

Each political subdivision budgets amounts for restricted funds. The total amount of these funds is reduced by restricted funds budgeted for debt service and inter-local agreements to come to a total restricted funds for 2002 – 2003.

Each year, the political subdivisions are allowed by State Statute to raise the base from the prior year by 2.5%. Political Subdivisions can also increase the base if the growth in taxable valuation is higher than the allowed 2.5%. This is called allowable growth and is increased by the difference between the growth percentage and the 2.5%. A third way to increase the base is to have the Political Subdivision governing board (City Council) vote to increase the base by an additional 1% over the allowable 2.5%. The allowable dollar increase is computed by taking the prior year base times the allowable %growth to come to a total restricted funds authority. The amount of unused restricted funds authority is carried over to the next year and added to the current year amount of restricted funds to be next years base.

The increase in restricted funds authority using the 1% additional amount and the population growth (when available) is not an increase in budgeted restricted revenues. It only **provides the ability** to increase restricted revenues in a future year if necessary.

**Fiscal Implications:**

Provides more fiscal flexibility in future years. Since the passage of the statute in 1998 through the 2002 - 2003 budget, we have lost approximately \$812,500 in unused restricted funds **authority**.

**Recommendation:** Pass additional 1% increase in restricted funds lid.

RESOLUTION 2002-271

WHEREAS, pursuant to Neb. Rev. Stat. §13-519, the City of Grand Island is limited to increasing its total of budgeted restricted funds to no more than the last prior year's total of budgeted restricted funds plus population growth plus two and one-half percent (2 1/2%) expressed in dollars; and

WHEREAS, §13-519 authorizes the City of Grand Island to exceed the foregoing budget limit for a fiscal year by up to an additional one percent (1%) increase in budgeted restricted funds upon the affirmative vote of at least 75% of the governing body; and

WHEREAS, the Annual Budget for Fiscal Year 2002-2003 and Program for Municipal Services in the Lid Computation FY 2002-2003 supported by the detail relating to restricted revenue accounts, purposes an additional increase in budgeted restricted funds of one percent (1%) as provided by the statute; and

WHEREAS, approval of the additional one percent (1%) increase in budgeted restricted funds is prudent fiscal management, does not increase authorized expenditures and is in the best interests of the City of Grand Island and its citizens.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that upon affirmative vote by more than 75% of the City Council, of budgeted restricted funds for Fiscal Year 2002-2003 shall be increased by an additional one percent (1%) as provided by Neb. Rev. Stat. §13-519.

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Adopted by the City Council of the City of Grand Island, Nebraska on August 27, 2002.

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RaNae Edwards, City Clerk

Approved as to Form ? _____ August 23, 2002      ? City Attorney
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# City of Grand Island

Tuesday, August 27, 2002

Council Session

## Item J1

### **Payment of Claims for the Period of August 14, 2002 through August 27, 2002**

*The Claims for the period of August 14, 2002 through August 27, 2002 for a total amount of \$3,058,893.77. A MOTION is in order.*

Staff Contact: RaNae Edwards