
City of Grand Island



Tuesday, December 03, 2002

Council Session Packet

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

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

Call to Order

**Pledge of Allegiance /Reverend Jim Keyser, Trinity United Methodist Church, 511
North Elm Street**

Roll Call

A - SUBMITTAL OF REQUESTS FOR FUTURE ITEMS

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

B - RESERVE TIME TO SPEAK ON AGENDA ITEMS

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



City of Grand Island

Tuesday, December 03, 2002

Council Session

Item -1

Approving Minutes of November 25, 2002 City Council Special Meeting

*The Minutes of November 25, 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

November 25, 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 November 25, 2002. Notice of the meeting was given in the Grand Island Independent on November 21, 2002.

Mayor Ken Gnadt called the meeting to order at 6:00 p.m. The following members were present: Councilmembers Pielstick, Seifert, Ward, Larson, Hornady, Whitesides, Haase, Murray, Walker and Sorensen. The following City Officials were present: City Administrator Marlan Ferguson, City Clerk RaNae Edwards, Finance Director David Springer and Interim City Attorney Dale Shotkoski.

EXECUTIVE SESSION:

Motion by Whitesides, second by Ward, carried unanimously to adjourn to executive session at 6:00 p.m. for the purpose of discussing FOP union negotiations and personnel issues.

RETURN TO REGULAR SESSION:

Motion by Whitesides, second by Seifert, carried unanimously to reconvene in regular session at 8:10 p.m.

ADJOURNMENT: The meeting was adjourned at 8:10 p.m.

Respectfully submitted,

RaNae Edwards
City Clerk



City of Grand Island

Tuesday, December 03, 2002

Council Session

Item -2

Approving Minutes of November 26, 2002 City/County Joint Special Meeting

The Minutes of November 26, 2002 City/County Joint Special Meeting are submitted for approval. See attached MINUTES.

Staff Contact: RaNae Edwards

OFFICIAL PROCEEDINGS

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF JOINT CITY/COUNTY SPECIAL MEETING

November 26, 2002

Pursuant to due call and notice thereof, a Special Joint Meeting of the City Council of the City of Grand Island, Nebraska and the Hall County Board of Supervisors was conducted in the Council Chambers of City Hall, 100 East First Street, on November 26, 2002. Notice of the meeting was given in the Grand Island Independent on November 21, 2002.

Mayor Ken Gnadt called the meeting to order at 6:00 p.m. The following members were present: Councilmembers Pielstick, Seifert, Ward, Larson, Hornady, Whitesides, Haase, Murray, Walker and Sorensen. The following Hall County Supervisors were present: Richard Hartman, Pam Lancaster, Bud Jeffries, Robert Humisten, Scott Arnold, and Jim Ericksen. The following City Officials were present: City Administrator Marlan Ferguson, City Clerk RaNae Edwards, Finance Director David Springer and Interim City Attorney Dale Shotkoski.

REVIEW, DISCUSSION, AND CONSIDERATION OF PROPOSED MEMORANDUM OF UNDERSTANDING REGARDING JOINT CITY/COUNTY FACILITIES. City Administrator Marlan Ferguson reported that for over two years, the City and County have been working collaboratively on the development of a long-term city/county facilities plan. This comprehensive assessment and the resulting plan were the result of many meetings with city and county staff, the joint city county facilities committee, and updates to the City Council and County Boards. The Strategic Plan addressed current and future space needs for the next 5-10 years. The effort was predicated on a belief by both the city and county that efficiencies could be realized, and public funding best utilized when government entities worked cooperatively to identify ways of saving dollars.

Both the City and County identified early on, the importance of co-location for services that "make sense". During the course of the last two years, the Joint City and County Facilities committee had analyzed the current facility needs and uses and developed projections. The results of the Plan indicated that, for the most part, the City was in relatively good shape when it came to sufficient space. Of noticeable exception were the Police Department and Fire Station #1.

The City and County discussed at great length the potential of relocating the joint Police/Sheriff facilities to a property outside of the downtown area. Ultimately the City and County agreed that collocation of these services were more important than locating outside the governmental center area. The issue of relocating Fire Station #1 was a city issue only and had not been solved at this time.

Another cooperative effort of the City and County was the Health Department. The placement of the Health Department had been a source of great concern to the County, City and Health Department. The City and County agreed that public health was critical to the well being of the community and were working toward an acceptable solution for all.

A memorandum of understanding supporting the work of the Joint City and County Facility Committee had been prepared and reviewed by the City and County Attorneys.

Mayor Gnadt introduced Marty Schukert, Project Coordinator for the Hall County/Grand Island Joint Strategic Facilities Plan. Mr. Schukert explained the process and presented a power point covering the current facilities and their needs. The following facilities were in need of more space:

Attorney's Building	General Administration
Health Building	Health & Human Services
Court Support Functions located at the Courthouse	
Corrections Facility	Police and Sheriff's Department

The following recommendations were presented:

Courts and Corrections

- Relocate Corrections to a new facility outside of Downtown
- Expand Public Safety Center (PSC) with a new wing
- Maintain co-located Police and Sheriff's Department and move to new PSC wing
- Remodel original PSC, maintaining Sally Port and Booking in lower level and converting upper level (jail) to office use
- Locate court support functions and other future office needs in upper level
- Remodel – restore historic Courthouse

Attorney's and Health Department

- Locate County Attorney, State Child Support Division, County Child Support Enforcement to Beltzer Building
- Locate Public Defender, Juvenile Service and District 8 Probation in Attorney's building
- When Child Support moves, open additional space in County Administration Building
- Health Department relocates off campus

Independent Moves

- Relocate Welfare and Social Services from existing Welfare Building
- Optional move of Nebraska Health & Human Services from Elks Club (County Annex)
- Long-term potential move of Department of Motor Vehicles to a Westside site
- Relocate Fire Administration to a new Fire Station 1 facility

Campus

- Demolish Health Building and Welfare Building
- Build new wing on PSC
- Develop new parking between Law Building and Administration Building, off Pine Street, serving the Courthouse and expanded PSC

- Complete Civic circle

A 5-year plan was presented. Discussed was the potential cost of \$12,763,820 of which approximately one-half of these costs recommended being bonded.

ADJOURNMENT: The meeting was adjourned at 6:50 p.m.

Respectfully submitted,

RaNae Edwards
City Clerk



City of Grand Island

Tuesday, December 03, 2002

Council Session

Item -3

Approving Minutes of November 26, 2002 City Council Regular Meeting

The Minutes of November 26, 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

November 26, 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 November 26, 2002. Notice of the meeting was given in the Grand Island Independent on November 20, 2002.

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

PLEDGE OF ALLEGIANCE was said followed by the INVOCATION given by Associate Pastor Gary Schulte, Evangelical Free Church, 2609 South Blaine Street.

PRESENTATIONS AND PROCLAMATIONS:

"It's About Kids!" Presentations by Angela Raynolds and Emily Griess. Youth Leadership Tomorrow, "Its About Kids!" assets were presented by Angela Raynolds and Emily Griess.

PUBLIC HEARINGS:

Public Hearing on Proposed Amendment to Chapter 36 of the Grand Island City Code Relative to Vehicle Sales and Rental Business, Sign Regulations along South Locust Street and Self Storage Facilities. Chad Nabity, Regional Planning Director, reported that amendments were proposed to Chapter 36 of the Grand Island City Code to address vehicle sales and rental business. This amendment would revise code to set performance standards for Automobile Sales and Rental business, define and allow self-storage facilities in the B2 and M1 zoning districts, and amend the AC Arterial Commercial Overlay district regulations relative to billboards. Mert Nietfeldt, 4934 Fort Kearney Road, Randy Rapien, 226 Lakeside Drive and Carl Mettenbrink, 2200 E One-R Road spoke in opposition to the vehicle sales and rental changes. No further public testimony was heard.

Public Hearing on Changes to the Grand Island Zoning Map for Property Located in the NW1/4 of Section 13-11-10. Chad Nabity, Regional Planning Director, reported that Joel Shafer, owner was requesting a change of zoning for property located in the NW 1/4 of Section 13, Township 11, Range 10, in the City of Grand Island. This application proposed to change the zoning from TA Transitional Agricultural to RO Residential Office and RD Residential Development. This change was in conformance with the Grand Island Comprehensive Plan. The Regional Planning Commission at their regular meeting held November 6, 2002 voted to approve and recommend

to the Grand Island City Council approval of this amendment to the Grand Island Zoning Map. No public testimony was heard.

Public Hearing on Request of Perez Brothers, Inc. dba Guitarron, 413 West 4th Street, for Class "C" Liquor License. RaNae Edwards, City Clerk, reported that Perez Brothers, Inc. dba Guitarron, 413 West 4th Street, had submitted an application for a Class "C" Liquor License. A Class "C" Liquor License allows for the sale of alcoholic beverages on and off sale within the corporate limits of the City. Ms. Edwards presented the following exhibits for the record: application submitted to the Liquor Control Commission and received by the City on November 5, 2002; notice to applicant of date, time and place of hearing mailed on November 5, 2002; notice to the general public of date, time and place of hearing published on November 16, 2002; Chapter 4 of City Code and departmental reports as required by City Code. John Bain, Attorney from Lincoln representing Perez Brother, Inc. spoke in support. No further public testimony was heard.

Public Hearing on Proposed Economic Development Program. Marlan Ferguson, City Administrator, reported that on November 19, 2002, the City Council heard a presentation by the Progress for Grand Island Committee on their request for the Council to consider placing the issue of community adoption of an economic development program on a special election in May, 2003. Economic Development Programs were authorized by the Nebraska Legislature in 1991.

City staff had been working closely with the Progress for Grand Island Committee on development of the Economic Development Program. The Program addressed the City Council's priorities of creating more good paying jobs in the community, diversifying the economy for greater economic strength and assisting all residents with the opportunity to have a high standard of living. A three-step approval process had been developed to ensure that each request for assistance was reviewed thoroughly by people who are intimately familiar with the project, the finances, and the process and yet maintained an appropriate level of confidentiality for the applicants. Minor modifications had been made to more clearly delineate the roles and responsibilities of the City and the Economic Development Corporation.

Mr. Ferguson stated the action before the City Council would be to forward the proposed Economic Development Program to the voters at a special election set for May 6, 2003.

John Browenll, 4309 Quail Lane, Jackie Havel, 5052 Forth Kearney Road, Tim White, 1709 Rio Grande Circle, and Steve Joel, 1716 Stagecoach Road spoke in support. No further public testimony was heard.

Public Hearing on Acquisitio of a Temporary Access Easement Located West of Freedom Drive. Steve Riehle, Public Works Director, reported that Sanitary Sewer District 501 was created by the City Council on August 28, 2001 and was continued at the October 23, 2001 Council meeting. A construction contract was awarded to The Diamond Engineering Company at the July 9, 2002 Council meeting. Construction commenced in fall 2002. Sanitary Sewer District 501 would serve properties on both sides of Freedom Drive as well as Liberty Lane. In order to reduce costs for the district and avoid relocation expenses for other utilities, the plans for the project involved laying the sewer main down the existing dirt median of the divided street. When

construction started on the sanitary sewer main, it became evident we could not save enough of the existing asphalt road to maintain access to the homes for property owners. To alleviate the problem, an agreement had been negotiated with Hooker Brothers Construction Company for a temporary road to be built across their property located west of the homes on the west side of Freedom Drive. This road would be constructed from asphalt millings and would be in place through the construction to provide access to homeowners. When construction is completed, the land would be restored to its previous condition as a cornfield. The cost for the easement was minimal. No public testimony was heard.

RESOLUTIONS:

#2002-366 - Approving Special Election for an Economic Development Program. City Administrator Marlan Ferguson reported that this item related to the aforementioned Public Hearing. The action before the City Council would be to forward the proposed Economic Development Program to the voters at a special election set for May 6, 2003. Councilmember Ward stated the importance of this issue. Councilmember Hornady emphasized the importance of current businesses. Motion was made by Councilmember Ward, second by Pielstick, unanimously approved. Motion adopted.

#2002-367 – Approving Purchase Agreement with ProCon for the Former City Hall Building Renovation. City Administrator Marlan Ferguson reported that this item related to the aforementioned Ordinance. A purchase agreement had been prepared by attorney Ron Depue, representing ProCon, and had been reviewed by the Assistant City Attorney.

Councilmember Sorensen advised we should have kept the building for City purposes. Councilmember Pielstick stated a feasibility study conducted in 1999 recommended using old City Hall for city purposes. Bruce Schreiner, 3535 Grassridge Drive spoke in support. John Luna, 712 East 8th Street spoke in opposition.

Motion was made by Councilmember Murray, second by Larson. Upon roll call vote, Councilmembers Ward, Seifert, Larson, Hornady, Whitesides, Haase, Murray, Walker and Sorensen voted yes. Councilmember Pielstick voted no. Motion adopted.

ORDINANCES:

Motion was made by Councilmember Larson, second by Seifert, to approve Ordinance #8784 on first reading only.

#8784 – Consideration of Amendment to Chapter 36 of the Grand Island City Code Relative to Sign Regulations Along South Locust Street

Mike Toukan, 1808 South Locust Street, Chairman of BID #4 spoke in support. 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:

#8766 - Consideration of Amendment to Chapter 36 of the Grand Island City Code Relative to Self Storage Facilities

#8785 – Consideration of Changes to Zoning for Property Located in the NW1/4 of Section 13-11-10

#8786 – Consideration of Conveyance of Former City Hall

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 Seifert 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 #8766, #8785, and #8786 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. It was noted Councilmember Pielstick voted no on Ordinance #8786. Motion adopted.

City Clerk: Ordinance #8766, #8785, and #8786 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. It was noted Councilmember Pielstick voted no on Ordinance #8786. Motion adopted.

Mayor: By reason of the roll call votes on first reading and then upon final passage, Ordinances #8766, #8685, and #8786 are declared to be lawfully passed and adopted upon publication as required by law.

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

#8783 – Consideration of Amendment to Chapter 36 of the Grand Island City Code Relative to Vehicle Sales and Rental Business

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 Murray seconded the motion. Upon roll call vote, all voted aye. Motion adopted.

Mayor: Is there any one in the audience interested in these ordinances? Councilmember Whitesides stated these issues could be dealt with through the Code Compliance Department and that he would be voting no. Discussion was had regarding the number of car lots and what effect this ordinance would have on them. No further public testimony was heard.

City Clerk: Ordinance #8783 on first reading. All those in favor of the passage of this ordinance on first reading, answer roll call vote. Upon roll call vote, Councilmembers Pielstick, Ward,

Seifert, Larson, Hornady, Haase, Murray and Walker voted yes. Councilmembers Whitesides and Sorensen voted no. Motion adopted.

City Clerk: Ordinance #8783 on final passage. All those in favor of the passage of this ordinance on final passage, answer roll call vote. Upon roll call vote, Councilmembers Pielstick, Ward, Seifert, Larson, Hornady, Haase, Murray and Walker voted yes. Councilmembers Whitesides and Sorensen voted no. Motion adopted.

Mayor: By reason of the roll call votes on first reading and then upon final passage, Ordinance #8783 is declared to be lawfully passed and adopted upon publication as required by law.

CONSENT AGENDA: Item G-13 was pulled from the Consent Agenda until December 17, 2002. Items G-7 and G-8 were pulled. Motion by Pielstick, second by Hornady, carried unanimously to approve the Consent Agenda.

Approving Minutes of November 12, 2002 City Council Special Meeting. Councilmember Ward abstained.

Approving Minutes of November 12, 2002 City Council Regular Meeting. Councilmember Ward abstained.

Approving Minutes of November 19, 2002 City Council Study Session.

Approving Appointments of Vic Aufdemberge, Helen Pohl, George Bartenbach, Steve Rasmussen and Steve Poppe to Business Improvement District #2 Board Beginning January 2003 and Expiring December 2005.

Approving Correction to Term of Office for Sharon Walsh to Business Improvement District #2 Board Expiring December 31, 2004.

Approving Appointment of Barry Sandstrom to the Community Redevelopment Authority for a Three-Year Term Expiring October 10, 2005.

Approving Preliminary Plat for Cedar Ridge Subdivision.

#2002-360 – Approving Final Plat and Subdivision Agreement for Cedar Ridge First Subdivision.

#2002-361 – Approving Final Plat and Subdivision Agreement for Cedar Ridge Second Subdivision.

#2002-362 – Approving Speed Limits in Annexed Areas.

#2002-364 – Approving Acquisition of a Temporary Access Easement Located West of Freedom Drive.

#2002-365 – Approving Renewal of Police Service Contract with Hall County Housing Authority.

#2002-363 – Approving Continuation of Sanitary Sewer District #508, Desch 1st and 2nd Subdivisions Located at the Northwest Corner of the Intersection of US Highway 281 and Husker Highway. This item was pulled until December 17, 2002.

Approving Request of Perez Brothers, Inc. dba El Guitarron, 413 West 4th Street, for Class “C” Liquor License. Motion was made by Councilmember Murray, second by Ward to approve the Request of Perez Brothers, Inc. dba El Guitarron, 413 West 4th Street, for Class “C” Liquor License contingent upon final inspections. Upon roll call, Councilmembers Ward, Seifert, Larson, Hornady, Whitesides, Haase, Murray, Walker and Sorensen voted yes. Councilmember Pielstick voted no. Motion adopted.

Approving Request of Laurencio Carrillo, 810 North Pine Street, for Liquor Manager Designation for Perez Brothers, Inc. dba El Guitarron, 413 West 4th Street. Motion was made by Councilmember Murray, second by Ward to approve the request of Laurencio Carrillo, 810 North Pine Street, for Liquor Manager Designation. Unanimously approved.

RESOLUTIONS:

#2002-368 – Approving Memorandum of Understanding Between Hall County and the City of Grand Island Regarding Facilities Needs. City Administrator Marlan Ferguson reported that this item related to the memorandum of understanding discussed at the Joint City/County Special Meeting held at 6:00 p.m. The memorandum of understanding supporting the work of the Joint City and County Facility Committee had been prepared and reviewed by the City and County Attorneys.

Tom O’Neill, 804 West Stolley Park Road spoke in favor.

Motion was made by Councilmember Larson, second by Seifert, unanimously approved. Motion adopted.

#2002-369 – Approving Contract with Central Nebraska Humane Society for Stolley Park Holiday Lighting Display. Steve Paustian, Parks and Recreation Director reported that the City Attorney's office had prepared a contract for the use of Stolley Park by the Central Nebraska Humane Society. Contract verbiage was developed based on Council input at the November 19th study session. The contract allowed for the Society to use Stolley Park for its Holiday Lighting fund raiser.

Motion was made by Councilmember Hornady, second by Sorensen, unanimously approved. Motion adopted. Charla Miller, 1523 Stagecoach Road and Jill Hornady, 67 Ponderosa Drive thanked the council for approving this request.

#2002-370 – Approving Resolution Directing Staff to Require Installation of Public Sidewalks on Harrison Street by Fall 2003. Steve Riehle, Public Works Director reported that at the August

20, 2002 City Council Study Session, the Sidewalk Committee presented a list of areas which were recommended for sidewalk installation. At the October 9, 2002 regular City Council meeting, the Council voted to table the installation of sidewalks on the west side of Harrison Street because of resident's concerns about ditch drainage, damage to sprinklers and landscaping, the potential of future street widening projects to tear up any newly installed sidewalks, and a speeding problem in the area.

The Sidewalk Committee had reviewed their concerns and addressed them as follows: Ditch Drainage - There would be some areas where fill material would be needed. The City would be responsible for the costs of placing the fill. The Sidewalk Committee walked the entire area to confirm that the sidewalks and associated fill could be constructed without causing drainage problems. Sprinklers and Landscaping - The location of the sidewalks could be adjusted to minimize the impact to sprinklers and landscaping. Some bushes would either have to be trimmed or removed. Road Projects - The existing road was wide enough to carry a substantial volume of traffic and the City does not anticipate widening it for quite some time. If the street were widened it would only exacerbate the speeding issue. Speeding - The Public Works, Engineering Division conducted a speed study. Although the results showed vehicles traveling above the posted 25 mph speed, the numbers were not that different from other residential streets. City costs would be minimal for placing fill in needed areas.

Charles Maser, 1222 South Harrison Street, Norm Saale, 1314 South Harrison Street, Bob Wagoner, 1710 South Harrison Street, and Roy Anderson, 1810 South Harrison Street spoke in opposition. Discussion was held regarding the policy of putting sidewalks on both sides of all streets within the City.

Motion was made by Councilmember Whitesides, second by Walker, to approve Resolution #2002-370. Upon roll call vote, Councilmembers Pielstick, Ward, Seifert, Larson, Hornady, Whitesides, Haase, and Walker voted yes. Councilmember Sorensen voted no. Councilmember Murray abstained. Motion adopted.

PAYMENT OF CLAIMS:

Motion by Whitesides, second by Haase, carried unanimously to approve the Claims for the period of November 13, 2002 through November 26, 2002, for a total amount of \$2,100,242.34. It was noted that Councilmember Hornady abstained from voting on Invoices #241825 and 249741.

ADJOURNMENT: The meeting was adjourned at 8:30 p.m.

Respectfully submitted,

RaNae Edwards
City Clerk



City of Grand Island

Tuesday, December 03, 2002

Council Session

Item -4

Acceptance of Election Certificate

State law requires the governing body to formally accept the certificate of election issued by the Hall County Election Commissioner for the November 5, 2002 City Council General Election. An election certificate containing the vote totals and results is attached. A MOTION to accept the election certificate is in order.

Staff Contact: RaNae Edwards

Hall County Election Commissioner
Dale M. Baker



State of Nebraska
County of Hall

TO: RaNae Edwards, Grand Island City Clerk

*I, the undersigned, being the Election Commissioner of Hall County, Nebraska, do hereby certify the following is a true and complete extract (or copy) of the abstract of the votes cast at the election held **Tuesday, November 05, 2002**, in this County, as canvassed by the canvassing board of this County, with respect to the candidates, measures, propositions, and issues therein listed; and do further certify that to the best of my knowledge such ballots, including absentee ballots, have been voted, counted and canvassed in the manner provided by the law.*




Dale M. Baker, Election Commissioner

**Candidates and Offices, Measures
Propositions and Issues**

Votes Cast

Mayor

Jay Vavricek	7,220
Glen Murray	2,756

GI City Council

Ward 1- Larry Seifert	1,710
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Ward 2- Gale O. Larson	1,374
Tom Brown	1,096

Ward 3- Robert A Meyer	705
David Eastlack	485

Ward 4- M."Nick" Nickerson	652
Bob Dodendorf	604

Ward 5- Don Pauly	1,649
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City of Grand Island

Tuesday, December 03, 2002

Council Session

Item -5

Presentation of Outgoing Mayor and Councilmembers

The terms of Mayor Ken Gnadt and Councilmembers Bob Sorensen, Tom Ward, and Glen Murray expire on December 3, 2002. These members will be recognized at this time for their service to the City and Grand Island community.

Staff Contact: Marlan Ferguson



City of Grand Island

Tuesday, December 03, 2002

Council Session

Item -6

Comments by Outgoing Officials

The meeting will be recessed momentarily to prepare for the transition to the new governing body. The newly elected officials will remain seated in the audience until such time as they are called forward for the Oath of Office which will be administered near the podium.

Staff Contact: Marlan Ferguson



City of Grand Island

Tuesday, December 03, 2002

Council Session

Item -7

Recess

The meeting will be recessed momentarily to prepare for the transition to the new governing body. The newly elected officials will remain seated in the audience until such time as they are called forward for the Oath of Office which will be administered near the podium.

Staff Contact: Marlan Ferguson



City of Grand Island

Tuesday, December 03, 2002

Council Session

Item -8

Administration of Oath to Newly Elected Mayor and Councilmembers

City Clerk RaNae Edwards will administer the Oath of Office to newly Elected Mayor Jay Vavricek, the three newly elected Councilmembers Robert (Bob) Meyer, Mitchell Nickerson, Don Pauly and the two returning Councilmembers Gale Larson and Larry Seifert.

Staff Contact: RaNae Edwards



City of Grand Island

Tuesday, December 03, 2002

Council Session

Item -9

Seating of Newly Elected Mayor and Councilmembers Followed by Roll Call

Following the administration of the Oath of Office to Mayor Jay Vavricek, Councilmembers Larry Seifert, Gale Larson, Robert (Bob) Meyer, Mitchell Nickerson, and Don Pauly, the members will be seated at the City Council table.

Staff Contact: Marlan Ferguson



City of Grand Island

Tuesday, December 03, 2002

Council Session

Item -10

Comments by Newly Elected Officials

At this time, comments will be made by the newly elected Officials.

Staff Contact: Marlan Ferguson



City of Grand Island

Tuesday, December 03, 2002

Council Session

Item -11

Election of City Council President

The City Council is required to elect one Councilmember to the office of Council President. The term is for a one-year period. The Council President automatically assumes the duties of the Mayor in the event that the Mayor is absent or otherwise unable to fulfill his duties. Nebraska law allows the election of the Council President to be by secret ballot. The total number of votes for each candidate; however, must be stated and recorded in the Minutes. Past practice has included a run-off election between the top two nominees, if necessary. The City Clerk will prepare, distribute, and count ballots. Nominations to fill the vacancy are in order. A second to the motion is not required on nominations.

Staff Contact: Mayor Vavricek



City of Grand Island

Tuesday, December 03, 2002

Council Session

Item C1

"It's About Kids!" Presentations by Kyle Baumgartner and Tyler Stecker

Youth Leadership Tomorrow, "It's About Kids!" assets will be presented by Kyle Baumgartner and Tyler Stecker.

Staff Contact: RaNae Edwards



City of Grand Island

Tuesday, December 03, 2002

Council Session

Item C2

Recognition of Kermit Hasselman, Meter Reader/Finance Department for 35 Years of Service

*The Mayor and Council will recognize Kermit Hasselman, Meter Reader/Finance
Department employee for his 35 years of dedicated service to the City of Grand Island.*

Staff Contact: David Springer



City of Grand Island

Tuesday, December 03, 2002

Council Session

Item F1

#8784 - Consideration of Amendment to Chapter 36 of the Grand Island City Code Relative to Sign Regulations Along South Locust Street (Second and Final Reading)

This item relates to the Public Hearing held at the November 26, 2002 City Council meeting and approval on first reading. Consideration of changes to Grand Island City Code Chapter 36 relative to Sign Regulations along South Locust Street. This amendment would amend the AC Arterial Commercial Overlay district regulations relative to billboards. The Regional Planning Commission at their regular meeting on November 6, 2002 approved, and recommend the City Council approve the amendment to the Grand Island zoning ordinance relative to Sign Regulations along South Locust Street as presented.

Staff Contact: Chad Nabity

ORDINANCE NO. 8784

An ordinance to amend Chapter 36 of the Grand Island City Code; to amend Section 36-31 pertaining to sign regulations along South Locust Street; to repeal Section 36-31 as now existing, and any ordinance or parts of ordinances in conflict herewith; and to provide for publication and the effective date of this ordinance.

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

SECTION 1. Section 36-31 of the Grand Island City Code is hereby amended to read as follows:

§36-31. AC - Arterial Commercial Zone

Purpose: To provide an overlay of the B2 Zone in order to require increased front setbacks, landscaping, and the limitation of some uses within areas along entrance corridors of the city. As the name implies, the overlay will be most commonly used along an arterial street corridor.

(A) Permitted Principal Uses:

(1) Uses as listed under permitted principal uses in the B2-General Business Zone underlying the Arterial Commercial Zone indication with the following exceptions: animal hospital with outside pens, auction house or retail store with outside display of used merchandise or outside storage, aviary with outside display or sales, billboards, bottling plant (juices and soft drinks), chickens (sale of chicks), feed and grain retail sales, massage parlor, plumbing shop with outside storage, poultry hatchery, storage yard.

(B) Permitted Accessory Uses:

(1) Buildings and uses accessory to the permitted principal uses.
(2) Automotive body repair may be accessory to new or used automotive sales or rental, provided, no outside storage of parts shall be permitted.

(C) Permitted Conditional Uses: The following uses may be permitted, if approved by the city council, in accordance with procedures set forth in Article VIII and X of this chapter:

~~(1) Billboards for a four year time period, except for the area between Stolley Park Road and U.S. Highway 43 where billboards are a permitted use if in accordance with the Grand Island Sign Code regulations.~~

~~(1)(2) Towers~~

(D) Space Limitations:

(1) Minimum lot area: 5,000 square feet
(2) Minimum lot width: 50 feet
(3) Maximum height of building: 55 feet
(4) Minimum front yard: 20 feet
(5) Minimum rear yard: None, if bounded by an alley, otherwise 10 feet
(6) Minimum side yard: None, but if provided, not less than 5 feet, or unless adjacent to a parcel whose zone requires a side yard setback, then 5 feet. In the case of a corner lot adjacent to the side street, the setback shall be 10 feet.
(7) Maximum ground coverage: 80%

(E) Procedure:

(1) An application for an amendment to the arterial commercial zone on the Official Zoning Map shall follow all procedural requirements as set forth in this chapter.

(F) Miscellaneous Provisions:

(1) Supplementary regulations shall be complied with as defined herein.

Approved as to Form ? _____
November 27, 2002 ? City Attorney

ORDINANCE NO. 8784 (Cont.)

(2) Only one principal building shall be permitted on any one zoning lot except as otherwise provided herein.

(3) Landscaping shall be provided and maintained within the 20 foot front yard setback. Landscaping shall mean lawn areas and may also include trees, shrubs, and flowers. Crushed or lava rock, gravel, bark chips, etc. shall not substitute for lawn area.

~~(4) All free-standing on-site ground signs shall be limited to four square feet of sign area per side of each one foot of frontage with a maximum of 400 square feet per side. The maximum height of the sign shall be 30 feet. A free-standing sign shall be no closer than 25% of the total frontage to the adjacent property, except at the street side of a corner lot where they may be within that 25% of lot frontage, except in the AC zone between Stolley Park Road and U.S. Highway 34 where all signs shall meet the Grand Island Sign Code regulations.~~

~~(5) No billboards shall be permitted to be stacked one above the other. A billboard shall not receive existing rights status or "grandfather" rights unless structurally complete at the date of adoption of this section. A billboard that does receive existing rights at the date of adoption of this section shall be subject to conditional use approval for continued use four calendar years after the date of adoption of this section or shall be considered to be fully amortized and shall be removed, except in the AC zone between Stolley Park Road and U.S. Highway 34 where all signs shall meet the Grand Island Sign Code regulations.~~

~~(4)(6)~~ All improvements and uses shall be designed to direct primary vehicular and pedestrian traffic to arterial street access and reduce such traffic on adjacent non-arterial streets and alleys.

SECTION 2. Section 36-31 as now existing, and any ordinances or parts of ordinances in conflict herewith be, and hereby are, repealed.

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

Enacted: December 3, 2002.

Ken Gnadt, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, December 03, 2002

Council Session

Item F2

#8787 - Consideration of Amendment to Grand Island City Code 31-35 Relative to Signs in AC Zoning District

This ordinance amends the sign code to limit the development of billboards between Fonner Park Road, and Stolley Park Road. In addition this ordinance establishes setbacks for signs in the AC zone within the sign regulations.

Staff Contact: Chad Nabity

ORDINANCE NO. 8787

An ordinance to amend Chapter 31 of the Grand Island City Code; to amend Section 31-35 pertaining to authorized signs in AC-Arterial Commercial Zone; to repeal Section 31-35 as now existing, and any ordinance or parts of ordinances in conflict herewith; and to provide for publication and the effective date of this ordinance.

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

SECTION 1. Section 31-35 of the Grand Island City Code is hereby amended to read as follows:

§31-35. Authorized Signs In Portions of AC-Arterial Commercial Zone

All signs placed in the AC-Arterial Commercial Zone ~~from Stolley Park Road south to U.S. Highway 34~~ shall be subject to the following requirements:

(A) Signs Allowed. Ground signs, monument signs, roof signs, wall signs (flat or projecting), and freestanding ground signs. (Monument signs shall be those ground signs in which the base width is fifty percent (50%) or more of the width of the sign.)

(B) Size.

(1) Total ground signage allowed per tract of land shall be one square foot of sign for each one lineal foot of street frontage for the first one hundred fifty feet and .75 foot of signage for each lineal foot thereafter. The total ground signage on the property shall not exceed three hundred square feet. (The area of a double-faced sign is calculated on the largest face only).

(2) No single ground sign shall exceed two hundred square feet.

(C) Location.

(1) All signs shall be set back from the front property line a minimum of five feet, and a minimum of ten feet from all other property lines. Exception: the side property line adjacent to a public street shall have a minimum setback of five feet. Monument signs shall be set back from the front property line a minimum of twelve feet, and ten feet from all other property lines.

(2) All ground and monument signs shall be set back from the side property line a distance equal to or greater than 25% of the lot frontage. Exception: the side lot line adjacent to a public street.

(3) Ground signs on the same tract of land shall be separated by a minimum of fifty lineal feet. The one exception shall be directional signs not exceeding four square feet in size.

(D) Height.

(1) The maximum height of ground signs shall be thirty feet.

(2) Signs shall maintain twelve feet of clearance above all adjacent walking or driving surfaces.

(3) Signs may project over a sidewalk or drive on private property, but shall not extend beyond such surface.

(E) All other provisions of the city code shall apply; the most restrictive requirement shall be enforced.

(F) Billboards.

(1) The maximum size of any billboard shall be three hundred square feet. (The area of double-faced, or back-to-back signs will be calculated on the largest face only).

(2) The maximum height of any billboard shall be thirty feet.

(3) Billboards shall not be located in the required front yard and shall maintain a ten foot setback from all other property lines.

ORDINANCE NO. 8787 (Cont.)

(4) Billboards shall maintain a 1,000 foot separation between other billboards located along the same side of the Locust Street right-of-way and shall be a minimum of fifty feet from any ground sign.

(5) Billboards shall not be calculated in the maximum allowable on-site signage.

(6) There shall be no more than five total billboards allowed in the AC-Arterial Commercial Zone from Stolley Park Road south to U.S. Highway 34.

(7) No billboards shall be allowed within the AC Arterial Commercial Zone within the area bounded by Stolley Park Road on the south and Fonner Park Road on the north.

SECTION 2. Section 31-35 as now existing, and any ordinances or parts of ordinances in conflict herewith be, and hereby are, repealed.

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

Enacted: December 3, 2002.

Ken Gnadt, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, December 03, 2002

Council Session

Item G1

Approving Appointments of Board of Directors to the Grand Island Public Library Board

The Grand Island Public Library Board of Directors unanimously recommends the appointment of Sister Mary Frances A. Havel and Mary A. Ingram to fill the vacancies for the term from December 9, 2002, to June 30, 2006.

Staff Contact: Steve Fosselman



City of Grand Island

Tuesday, December 03, 2002

Council Session

Item G2

#2002-371 - Approving Electric Interconnection and Interchange Agreement - Proposed Amendment #4

Background:

The Grand Island electric system is interconnected to the regional transmission grid to provide backup power supply in the event of major equipment problems in the City, and to facilitate purchase and sales of electric power with other utilities. As the transmission provider for western and central Nebraska, Nebraska Public Power District (NPPD) is the Area Control for the Mid American Power Pool (MAPP). The MAPP region encompasses portions of eight states and two Canadian Provinces. The governance of the electrical interconnection is defined in the 1981 "Electric Interconnection and Interchange Agreement" between NPPD and Grand Island Utilities. That agreement has been periodically updated over the years as needed.

Discussion:

With electric industry deregulation/re-regulation and the associated problems, and with changes to both NPPD and Grand Island electric systems over the years, an amendment to the existing agreement is appropriate. Proposed Amendment #4 includes changes to five agreement articles and two Exhibits. The changes reflect regulation changes by MAPP and the National Electric Reliability Council, changes in operating requirements, and physical changes in the area electric grid. A copy of proposed Amendment #4 is attached and a brief summary of each change is provided below.

Article I - Adds a statement to make each party responsible for compliance with MAPP regulations that have developed with deregulation.

Article III - Grand Island currently leases facilities in an NPPD substation to receive Western Area Power Administration (WAPA) hydropower. Lease of facilities is not in accordance with current regulation and is deleted by this change.

Article VI - Provides for receipt of WAPA power by MAPP approved transmission rates from NPPD, and provides accounting and payment procedures for inadvertent variations in scheduled power exchanges.

Article VIII - Allows the City 30 days instead of 15 days to process invoices resulting from this agreement.

Exhibit B - Adds a section to describe the recently completed additional 115,000V regional grid tie at GI's Substation A.

Exhibit B - Figure 1 is updated to include the added 115,000V transmission line tie.

Exhibit C - Deletes the lease facilities payment that was deleted in Article III.

Exhibit C1 - Provides description of transmission service for receipt of WAPA hydro-power by NPPD's T-2 Transmission Rate.

The current agreement, and an annotated copy showing the proposed changes, are available in the Utilities Office for review. The complete document is approximately 50 pages in length.

Recommendation:

It is the recommendation of the Utilities Department that Amendment #4 to the "Electric Interconnection and Interchange Agreement" be approved.

Fiscal Effects:

Payment of transmission service costs for WAPA power receipt by NPPD's T-2 transmission rate schedule. Cost is projected to be \$145,000 per year. This payment will be made from the transmission credit account GI currently has with NPPD as a result of the transformer replacement project completed in 2001. The amendment would eliminate of the \$59,000 per year currently made to NPPD for substation facilities leases. Since the new transmission payment is made from a credit account, the net effect on Department cash flow is a savings of \$59,000 per year lease payment.

Alternatives:

Reject Amendment #4. See attached RESOLUTION.

Staff Contact: Gary R. Mader

AMENDMENT NO. 4

to the

ELECTRIC INTERCONNECTION AND INTERCHANGE AGREEMENT

between

NEBRASKA PUBLIC POWER DISTRICT

and

GRAND ISLAND UTILITIES
CITY OF GRAND ISLAND, NEBRASKA

Amendment No.4
to the
Electric Interconnection and Interchange Agreement
between
Nebraska Public Power District
and
Grand Island Utilities
City of Grand Island, NE

This Amendment No. 4 to the Electric Interconnection and Interchange Agreement (Agreement) is made and entered into effective the 1st day of January, 2003, by and between Nebraska Public Power District, a public corporation and political subdivision of the State of Nebraska, hereinafter called "NPPD", and the City of Grand Island, Nebraska, a municipal corporation and political subdivision of the State of Nebraska, doing business as Grand Island Utilities, hereinafter called "City". NPPD and City respectively hereinafter referred to at times individually as "Party" or collectively as "Parties".

RECITALS

WHEREAS, NPPD and City have entered into an Electric Interconnection and Interchange Agreement dated June 26, 1981, for the benefit of reliability and economy through interconnection of their respective transmission systems, and

WHEREAS, the Parties would like to amend said Agreement to provide revision to certain terms of the Agreement and to incorporate a new rate schedule for transmission services.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties hereto agree as follows:

Article I, General, Section 5, add the following sentence onto the end of this section:

It is the obligation of each Party to be individually responsible for compliance with reliability requirements and any associated fines, penalties, or assessments due to failure to meet such requirements.

Article III, Transmission Interconnections, Section 2., Delete all wording except the first sentence.

Article VI, Operating Practices, Section 9, delete the third sentence in its entirety and replace with the following;

Transmission service supplied over NPPD's transmission system pursuant to this Agreement shall be rendered in accordance with the criteria set forth in NPPD's Transmission Service Rate Schedule (T-2).

Article VI, Operating Practices, Add new Section to read as follows;

Section 10. The parties recognize that inadvertent variations may occur between the amount of energy that is scheduled in any hour by City (Energy Scheduled) and the amount of energy that is delivered in such hour to satisfy City's obligations (Energy Delivered). Scheduling deviation occurring as a result of over/ under scheduling by City pursuant to this Agreement shall be accounted for on an hourly basis, in accordance with the Energy Imbalance provisions of NPPD's Transmission Service Rate Schedule (T-2).

Article VIII, Payment, Section 1, paragraph 1.3 delete the word "fifteen" in the third sentence and replace with the word "thirty".

Exhibit "B", is hereby amended by adding the new Section 3 at the end of the Exhibit, to read as follows:

Section 3. The Interconnection point for the City's Substation "A" is where NPPD's Line L-1149 attaches to the City's double circuit structure about 0.75 miles south of Sub "A" and the metering point is in the Sub "A" substation.

Exhibit "B" Figure 1, is hereby deleted in its entirety and a new Exhibit B, Figure 1 is attached.

Exhibit "C", Facility Payment By City – is hereby deleted in its entirety.

Exhibit "C-1" is hereby amended by deleting Exhibit C-1 and the associated Exhibit C-1, Figure 1, in their entirety and replacing them with the attached Exhibit C-1 dated January 1, 2003.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment # 4, to the Electric Interconnection and Interchange Agreement to be executed in duplicate by their duly authorized officers or representatives effective the day and year first above written.

NEBRASKA PUBLIC POWER DISTRICT

By:_____

Title:_____

Typed Name:_____

Date:_____

GRAND ISLAND UTILITIES
CITY OF GRAND ISLAND, NEBRASKA

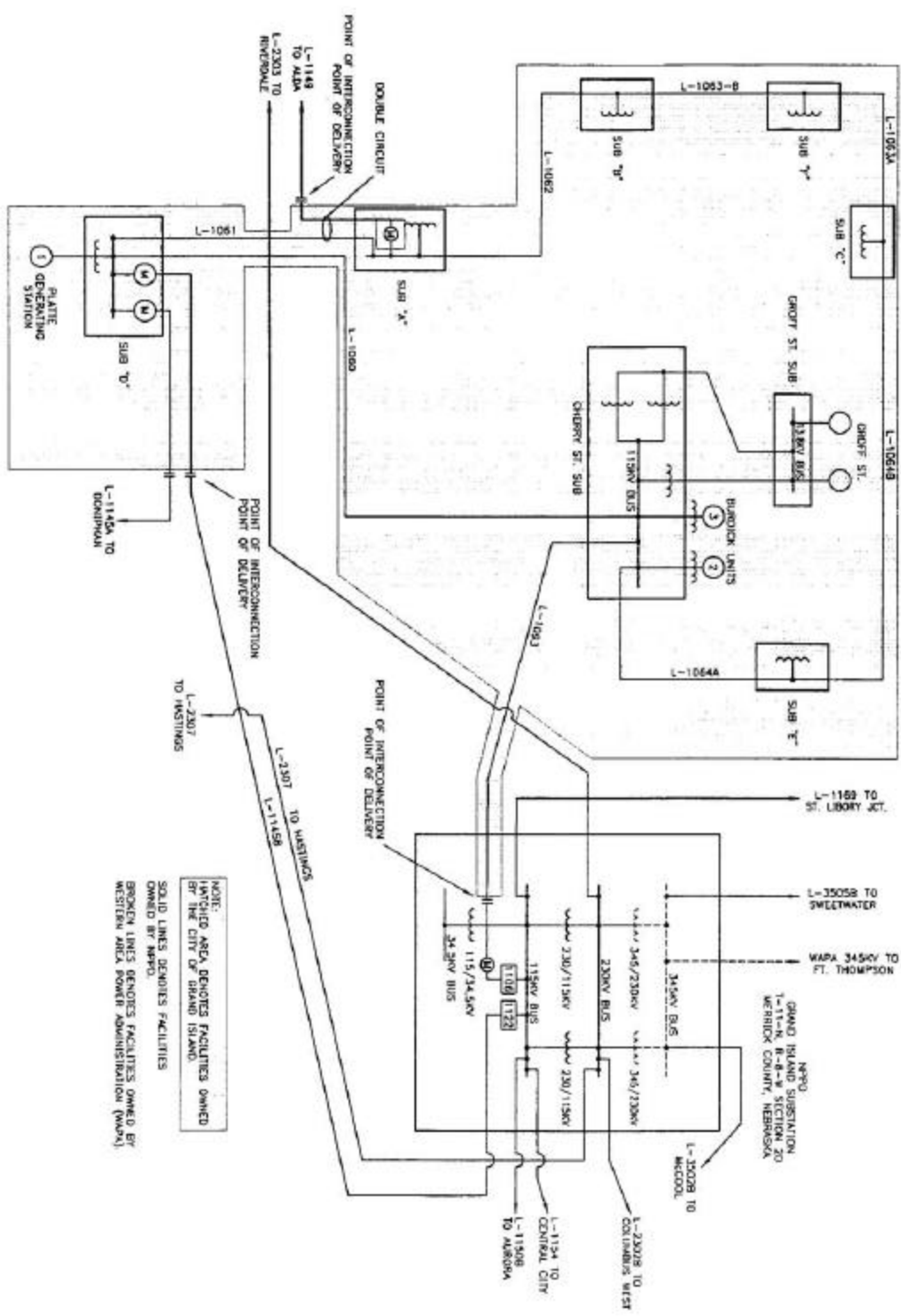
By:_____

Title:_____

Typed Name:_____

Date:_____

NEBRASKA PUBLIC POWER DISTRICT
AND
CITY OF GRAND ISLAND
ELECTRIC INTERCONNECTION AND INTERCHANGE AGREEMENT (AGREEMENT)
EXHIBIT B
FIGURE 1



NOTE:
HATCHED AREA DENOTES FACILITIES OWNED
BY THE CITY OF GRAND ISLAND.
SOLID LINES DENOTES FACILITIES
OWNED BY NPPD.
BROKEN LINES DENOTES FACILITIES OWNED BY
WESTERN AREA POWER ADMINISTRATION (WAPA).

EXHIBIT "C-1"

Nebraska Public Power District
And
City of Grand Island, Nebraska

ELECTRIC INTERCONNECTION AND INTERCHANGE AGREEMENT

Transmission Service between WAPA and City of Grand Island

1. Transmission for WAPA Delivery

NPPD provides to City firm Point-to-Point transmission service for City's capacity delivery from the Western Area Power Administration (WAPA), on NPPD's transmission system, to the interconnection between NPPD and the City. The reservation on NPPD's system for this WAPA delivery shall be based on the monthly capacity reservation from City to NPPD, rounded up to the nearest whole megawatt, if applicable. Such reservation shall be in accordance with NPPD's Transmission Service Rate Schedule (T-2).
2. Payment by City – All bills for transmission service supplied pursuant to this Agreement shall be rendered in accordance with the criteria set forth in NPPD's Transmission Service Rate Schedule (T-2).
3. Transmission Contract Path – City's rights hereunder, effect a contractual path for the transmission of power and energy between the City and WAPA. City shall have the right to schedule power and energy transactions with WAPA over said contractual path; provided, however, that:
 - a. Each such transaction shall be accomplished by means of schedules between City and NPPD, in accordance with procedures established in the Agreement, and corresponding schedules between NPPD and WAPA, and
 - b. For the purpose of load control area accounting, such transactions shall be scheduled by NPPD, and City shall be responsible for all accounting and billing between City and WAPA.
 - c. City shall arrange for compensation for losses on the NPPD system, at the loss percentage, identified in NPPD's Transmission Service Rate Schedule (T-2).

4. Contingencies

In event of any contingency on the NPPD, WAPA or City system resulting in a reduction of the total capacity, which limits the ability to deliver power or energy from WAPA to the City, the City shall, except as may be otherwise specifically agreed to by the parties, reduce the scheduled deliveries for such transactions as requested by NPPD system operator.

5. Joint Planning –City and NPPD shall jointly plan transmission facilities in and around the Grand Island chartered service area. City and NPPD shall coordinate the future development of transmission facilities in order to maintain reliability and to provide adequate transmission capacity to accommodate the aggregate load and generation within City’s system. All joint plans and planning activities shall conform to applicable NERC and MAPP Planning and System Design Standards. City and NPPD shall conduct joint planning studies. City and NPPD shall provide required joint data to develop the transmission planning models. NPPD shall submit required modeling data to MAPP as per their annual regional model building effort. City will provide all applicable data to NPPD such as future load projections, inter-regional transactions, generation capability, and any physical transmission system modifications and any necessary updates to the 5 and 10 year plan. Pertaining to the joint transmission facility modifications. The model building effort will provide the annual reviews part of the 10 year plan, recommendations shall be made specifying the ownership responsibility, type, timing and approximate location of transmission facility revisions, additions and removals. The agreed upon plan shall be reviewed annually by City and NPPD or upon request of either party. City shall be responsible for applicable costs incurred by NPPD to perform work associated with joint planning efforts.
6. Term – This Exhibit “C-1”, shall remain in force and effect concurrently with the term of the Electric Interconnection and Interchange Agreement.

RESOLUTION 2002-371

WHEREAS, on June 22, 1981 the City of Grand Island approved an Electric Interconnection and Interchange Agreement with Nebraska Public Power District ("NPPD") for the benefit of reliability and economy through interconnection of their respective transmission systems; and

WHEREAS, NPPD and the City are interested in amending such agreement to incorporate regulation changes by the Mid American Power Pool (MAPP) and the National Electric Reliability Council; and

WHEREAS, the proposed Amendment No. 4 to the Electric Interconnection and Interchange Agreement has been reviewed and approved by the City Attorney's office.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that Amendment No. 4 to the Electric Interconnection and Interchange Agreement is hereby approved; and the Mayor is hereby authorized and directed to execute such agreement on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska on December 3, 2002.

RaNae Edwards, City Clerk

Approved as to Form ? _____ November 27, 2002 ? City Attorney



City of Grand Island

Tuesday, December 03, 2002

Council Session

Item G3

#2002-372 - Approving Change Order #2 - Burdick Station GT-2 and GT-3 Combustion Turbine Project - Utilities Department

Background:

The Industrial Company (TIC) was awarded the general construction contract in December of 2001. The contract includes the erection of the combustion turbines, foundations, piping systems, electrical duct banks, area drainage, transformers, circuit breakers, substation modifications, fire protection, fuel oil and natural gas systems, controls systems, pollution control systems, roads and buildings; essentially the entire project.

Discussion:

Since construction began there have been numerous additions and changes as system and sub-system specific information has become available and engineering design finalized. Proposed Change Order No. 2 to the General Construction Contract covers additions and changes. The total Change Order amount is \$283,515.99. Of that amount, \$71,076.99 is back charged to equipment suppliers (primarily GE) for changes or additions to their equipment. The actual Change Order cost to the Utilities Department is \$212,439. Each change has been reviewed and negotiated by our engineering consultants, Sargent and Lundy, and Utilities Department Staff.

Summary of Change Order No. 2:

1.Drain systems - The engineers standard design drain systems in several of the new buildings did not meet the City Building Code and were modified for compliance.

Cost: \$18,084.00

2.Electrical Transition Box - The GE standard cranking motor is a 5000v unit which would have required the purchase of two new 13,800v/5000v transformers and associated switch gears, estimated at \$40,000. The motor was changed to 480v to make it more compatible with our equipment and to avoid the purchase of 5000v transformers with switchgear. The lower voltage design required larger power cables which, in turn, required major modifications to the electric cable motor connections.

Cost: \$11,874.00

3.Additional concrete work for area access.

Cost: \$9,173.00

4.The General Construction Contract includes unit prices for contractor services during startup. The amount of contractor start-up support is not known at the time of contract

*award. It is billed based upon the unit prices provided, as used. The amount in Change Order #2 includes services through November 1st. Additional cost is anticipated.
Cost \$173,308.00*

*5.Back charges to General Electric.
Cost: \$71,076.99*

TOTAL: \$283,515.99

Recommendation:

It is the recommendation of the Utilities Department that Change Order No. 2 to the General Work

Contract be approved in the amount of \$283,515.99.

Fiscal Effects:

Expenditure of \$283,515.99 from Electric Fund 520, with back charge of \$71,076.99 to other contractors. There are sufficient funds available. The total project cost remains within original cost projections.

Alternatives:

None recommended. See attached RESOLUTION.

Staff Contact: Gary R. Mader



CHANGE ORDER #2

TO: The Industrial Company
2211 Elk River Road
P.O. Box 774848
Steamboat Springs CO 80477

Project: GENERAL CONTRACT WORK - CT ADDITION BURDICK
GENERATING STATION

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

1. Additional payment of the items listed on the attached spreadsheet.

ADD: \$283,515.99 and/or DELETE \$ _____

The original Contract Sum	<u>\$10,997,615.00</u>
Previous Change Order Amounts	<u>\$ 705,382.43</u>
The Contract Sum is increased by this Change Order	<u>\$ 283,515.99</u>
The total modified Contract Sum to date	<u>\$11,986,513.42</u>

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

APPROVED: **CITY OF GRAND ISLAND**

By: _____
Mayor

Date _____

Attest: _____

Approved as to Form, City Attorney

ACCEPTED: **TIC, THE INDUSTRIAL COMPANY**

By: _____

Date _____

R E S O L U T I O N 2002-372

WHEREAS, on December 4, 2001, by Resolution 2001-328, the City Council for the City of Grand Island awarded the bid for general contract work on combustion turbines at Burdick Station to The Industrial Company of Steamboat Springs, Colorado; and

WHEREAS, it has been determined that modifications to the work to be performed by The Industrial Company are necessary; and

WHEREAS, such modifications have been incorporated into Change Order No. 2; and

WHEREAS, the result of such modifications will increase the contract amount by \$283,515.99 of which \$71,076.99 is back charged to equipment suppliers for changes or additions to their equipment.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor be, and hereby is, authorized and directed to execute Change Order No. 2, between the City of Grand Island and The Industrial Company of Steamboat Springs, Colorado to provide the following modifications:

	<u>Amount</u>
Modify drain systems to comply with Building Code.....	\$ 18,084.00
Modifications to electrical transition box.....	11,874.00
Additional concrete work for area access	9,173.00
Additional contractor start-up costs for General Construction Contract.....	173,308.00
Back charges to General Electric	71,076.99

- - -

Adopted by the City Council of the City of Grand Island, Nebraska on December 3, 2002

RaNae Edwards, City Clerk

Approved as to Form	?
November 27, 2002	? City Attorney



City of Grand Island

Tuesday, December 03, 2002

Council Session

Item G4

#2002-373 - Approving Agreement Between the Nebraska Health and Human Services System Regulations and Licensure Department and the Grand Island Fire Department Relative to Grant Funding

The Saint Francis Medical Center (SFMC) and Grand Island Fire Department's (GIFD) automatic external defibrillator (AED) Community Partnership Project group is excited about being awarded funding for 9 of these life-saving devices from our recent grant request.

The fire department and St. Francis Medical Center are committed to completing all aspects of this project including the purchase, and training of response team personnel for each of the nine facilities that will receive an A.E.D.

Larry Nelson had started the project and now that Larry has retired, the lead person for our community partnership has changed and will be Mr. Chad Bluschke, EMT-P, from the fire department. Together with Peg Gilbert, RN from SFMC and Dr. Mike McGahan, GIFD Medical Director, this project should proceed very smoothly with their combined leadership.

Staff Contact: Jim Rowell

AGREEMENT

BETWEEN

NEBRASKA HEALTH AND HUMANS SERVICES SYSTEM REGULATIONS AND LICENSURE EMERGENCY MEDICAL SERVICES PROGRAM

GRAND ISLAND FIRE DEPARTMENT

023191851

This Agreement is entered into by and between the Nebraska Health and Human Services System, Regulation and Licensure Emergency Medical Service Programs (hereinafter referred to as the Department) and Grand Island Fire Department (hereinafter referred to as the Contractor) to promote the placement and use of Automatic External Defibrillators (AED) in rural communities.

1. TERM

The term of this Agreement shall be for a period effective November 1, 2002 and ending on March 31st, 2003.

2. SCOPE OF SERVICES

2.1 Contractor Responsibilities

The Contractor hereby agrees:

- To purchase
 - 9 Automatic External Defibrillator(s) (AED);
 - An extra set of Pads for each AED;
 - A carrying case for each AED;
 - An AED instructional training tape
- To provide training to those who may use the AED.
- To participate in an evaluation of the Rural AED Placement Program.

2.2 Department Obligations

- The Department agrees to reimburse the Contractor an amount not to exceed \$18,000.00 for the purchase of the items denoted in Section 2.1.
- To provide the evaluation tools for the Rural AED Placement Program

3. COMPENSATION

The Department shall reimburse the Contractor for the purchase of the AED(s) upon receipt of one of the following items: 1. A copy of the paid receipt, or, 2. Copies of the proof of purchase and billing statement from the AED Vendor.

Payment shall be made within 45 days of receipt and acceptance of documentation requested above. Contractor agrees to provide a federal tax identification number or Social Security number so that the Department may comply with tax reporting requirements.

4. GENERAL PROVISIONS

4.1 INCORPORATION All references in this Agreement to laws, rules, regulations, guidelines, and directives to be followed by either party in performing the obligations of this Agreement shall be deemed incorporated by reference, and made a part of this Agreement as though fully set forth.

4.2 HEADINGS Headings are used solely for convenience, and are not to be used in construing or interpreting this Agreement.

4.3 INDEPENDENT CONTRACTOR

Contractor is an independent contractor and neither it nor any of its employees shall be deemed employees of the Department for any purpose. The Contractor shall employ and direct such personnel as it requires to perform its obligations under this agreement, shall exercise full authority over its personnel, and shall comply with all worker's compensation, employer's liability, and other federal, state, county, and municipal, and municipal laws, ordinances, rules, and regulations required of an employer providing services as contemplated by this Agreement.

4.4 ASSIGNMENT AND DELEGATION

This Agreement is exclusive to the parties and shall not be assigned by the Contractor, nor may the Contractor delegate the performance of any duties under this Agreement, to any other person without the express written consent of an authorized representative of the Department. Actual or attempted assignment or delegation by the Contractor without consent shall constitute a material breach of this Agreement.

4.5 AMENDMENTS

This Agreement may not be modified except by amendment made in writing and signed by both parties or their duly authorized representatives.

4.6 WAIVER OF BREACH

The waiver by the Department of a breach of any provision of the Agreement by Contractor shall not operate or be construed as a waiver of any subsequent breach by Contractor. No waiver shall be valid unless in writing and signed by an authorized representative of the Department.

4.7 NOTICES

All notices given under the terms of this Agreement shall be in writing and sent by United States certified mail, sufficient postage prepaid, to the other party at the address set forth on the signature page of this Agreement, or to such other addresses as the parties shall designate in writing from time to time.

4.8 ENTIRE AGREEMENT

This written Agreement represents the entire agreement between the parties, and any prior or contemporaneous representatives, promises or statements by the parties that are not incorporated herein shall not serve to vary or contradict the terms of this Agreement.

4.9 TERMINATION

This Agreement may be terminated at any time upon the mutual written consent of the parties, or by either party, with or without cause, upon (10) days written notice to the other party. In the event of termination neither party shall be under further obligation to the other party.

4.10 NONDISCRIMINATION

The Contractor and any of its subcontractors shall not discriminate against any employee or applicant for employment, to be employed in the performance of the Agreement with respect to hire, tenure, terms, conditions, or privileges of employment because of race, color, religion, sex, disability, or national origin of the employee or applicant. The Contractor assures that it will comply as applicable with Americans with Disabilities Act of 1990 and its implementing regulations.

4.11 DRUG-FREE WORKPLACE POLICY

The Contractor assures the Department that it has and does maintain a Drug-Free Workplace Policy and that it will provide the Department with a copy of the policy upon request by the Department.

Executed by the parties or their duly authorized representatives on the dates indicated below.

FOR THE DEPARTMENT:

BY CONTRACTOR:

(Authorized Representative)

(Signature)

Richard P. Nelson

Director

Department of Health & Human Services

Regulation and Licensure

301 Centennial Mall South

P.O. Box 95007

Lincoln, NE 68509-5007

Date _____

Title _____

Address _____

Federal ID/SS 47-6006205

Date _____

RESOLUTION 2002-373

WHEREAS, the Grand Island Fire Department has received notification that they have been awarded up to \$18,000 in grant funds from the Nebraska Health and Human Services System Regulations and Licensure Emergency Medical Services Program; and

WHEREAS, the funds are to be used for the purchase of nine (9) Automatic External Defibrillators (AED) and related equipment; and

WHEREAS, the payment of up to \$18,000 in grant funding is contingent on the execution of an agreement between the Nebraska Health and Human Services System Regulations and Licensure Department and the Grand Island Fire Department; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that approval be granted to utilize up to \$18,000 of grant funds received from the Nebraska Health and Human Services System Regulations and Licensure Emergency Medical Services Program for the purchase of nine (9) Automatic External Defibrillators (AED) and related equipment; and the Mayor is hereby authorized to execute such agreement on behalf of the Grand Island Fire Department.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska on December 3, 2002.

RaNae Edwards, City Clerk

Approved as to Form ? _____ November 27, 2002 ? City Attorney



City of Grand Island

Tuesday, December 03, 2002

Council Session

Item G5

#2002-374 - Approving Bid Award for Police Equipment

Pursuant to the Commission of Industrial Relations Order dated August 26, 2002 the City of Grand Island invited sealed bids for Police Uniform Leather and Hardware for the Grand Island Police Department and according to plans and specifications on file with the Purchasing Division of the Legal Department bids were received on November 1, 2002, opened and reviewed and the vendors listed on the accompanying resolution were awarded the bids pursuant to the lowest costs.

Staff Contact: Kyle Hetrick

Purchasing Division of Legal Department
INTEROFFICE MEMORANDUM



Dale M. Shotkoski, Assistant City Attorney

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: November 1, 2002 (rebid)

FOR: Police Uniform Leather & Hardware

DEPARTMENT: Police Department

ENGINEER'S ESTIMATE:

FUND/ACCOUNT:

PUBLICATION DATE: October 20, 2002

NO. POTENTIAL BIDDERS:

SUMMARY

Bidder:	<u>Streicher's Police Equipment</u> Minneapolis, MN	<u>Law Enforcement Accessories</u> Grand Island, NE
Exceptions:	NONE	NONE
Bid Price:	(Please see bid)	(Please see bid)
Bidder:	<u>Jack's Uniforms & Equipment</u> South Sioux City, NE	<u>Alamar Uniforms</u> Omaha, NE
Exceptions:	NOTED	NONE
Bid Price:	(Please see bid)	(Please see bid)
Bidder:	<u>OMB Police Supply</u> Lanexa, KS	<u>Law Enforcement Equipment Co.</u> Kansas City, MO
Exceptions:	NONE	NONE
Bid Price:	(Please see bid)	(Please see bid)

cc: Marlan Ferguson, City Administrator
David Springer, Finance Director
Brenda Sutherland, Human Resources Director
Dale Shotkoski, Purchasing Agent
Laura Berthelsen, Legal Assistant

R E S O L U T I O N 2002-374

WHEREAS, the City of Grand Island invited sealed bids for Police Uniform Leather and Hardware for the Grand Island Police Department, according to plans and specifications on file with the Purchasing Division of the Legal Department; and

WHEREAS, on November 1, 2002, bids were received, opened and reviewed; and

WHEREAS, OMB Police Supply of Lenexa, Kansas, 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 \$489.00 per unit (up to 65) for Glock Model 21 with extended slide stop lever, Trijicon night sights and three magazines; and

WHEREAS, OMB Police Supply of Lenexa, Kansas, 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 \$505.00 per unit (up to 15) for Glock Model 30 with extended slide stop lever, Trijicon night sights and three magazines; and

WHEREAS, OMB Police Supply of Lenexa, Kansas, 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 \$13.32 per unit (up to 75) for Blackington Model A2450 Nameplate with #9 Nebraska State seal attached in Rhodium (silver) finish and hard enamel lettering; and

WHEREAS, Law Enforcement Equipment Co. 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 \$27.10 per unit (up to 75) for Safariland Model 94 (or equivalent) black leather duty belt; and

WHEREAS, Law Enforcement Equipment Co. 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 \$65.65 per unit (up to 15) for Safariland Model 6280 mid-ride duty holster, black leather, for Glock Model 21; and

WHEREAS, Law Enforcement Equipment Co. 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 \$33.05 per unit (up to 75) for Safariland Model 518 concealment holster, black, for Glock Model 30; and

WHEREAS, Law Enforcement Equipment Co. 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 \$13.60 per unit (up to 75) for Safariland Model 135 baton holder to fit 26 inch ASP Foam baton; and

WHEREAS, Law Enforcement Equipment Co. 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 \$22.97 per unit (up to 25) for Safariland Model 572 black magazine case for Glock Model 30 magazines; and

WHEREAS, Alamar Uniforms of Omaha, Nebraska, submitted a bid in accordance with the terms of the advertisement of bids and plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$1.99 per unit (up to 75) for Acme Model 60 whistle; and

WHEREAS, Alamar Uniforms of Omaha, 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 \$9.99 per unit (up to 75) for Blackington Style #15 Collar Brass, Rhodium (silver); and

WHEREAS, Streicher's of Minneapolis, Minnesota, 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 \$81.00 per unit (up to 75) for Surefire Centurion Model C3-BK flashlight with V-70 holder included; and

WHEREAS, Jack's Uniforms & Equipment of Sioux City, 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 \$65.60 per unit (up to 75) for AutoLock-26-9 7/8 inch 26 inch 22 oz. Black chrome expandable baton; and

WHEREAS, Jack's Uniforms & Equipment of South Sioux City, 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 \$34.46 per unit (up to 75) for Sidekick Professional Police Gear Bag 18½ x 12 x 7½; and

WHEREAS, the above equipment is being purchased pursuant to the Commission of Industrial Relations Order dated August 26, 2002; and

WHEREAS, the companies identified above are the companies providing the low bid for those particular items; and

WHEREAS, the total amount for the maximum purchase of all the above items is \$61,927.25.

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

1. The bid of OMB Police Supply of Lenexa, Kansas is hereby approved as the lowest responsive bid for the following items:

- Glock Model 21 with extended slide stop lever, Trijicon night sights and three magazines\$489.00 per unit (up to 65)
- Glock Model 30 with extended slide stop lever, Trijicon night sights and three magazines 505.00 per unit (up to 15)
- Blackington Model A2450 Nameplate with #9 Nebraska State seal attached in Rhodium (silver) finish and hard enamel lettering..... 13.32 per unit (up to 75)

2. The bid of Law Enforcement Equipment Co. of Kansas City, Missouri is hereby approved as the lowest responsive bid for the following items:

- Safariland Model 94 (or equivalent) black leather duty belt 27.10 per unit (up to 75)
- Safariland Model 6280 mid-ride duty holster, black leather, for Glock Model 21..... 65.65 per unit (up to 15)
- Safariland Model 518 concealment holster, black, for Glock Model 30 33.05 per unit (up to 75)
- Safariland Model 135 baton holder to fit 26 inch ASP Foam baton 13.60 per unit (up to 75)
- Safariland Model 572 black magazine case for Glock Model 30 magazines..... 22.97 per unit (up to 25)

3. The bid of Alamar Uniforms of Omaha, Nebraska is hereby approved as the lowest responsive bid for the following items:

- Acme Model 60 whistle..... 1.99 per unit (up to 75)
- Blackington Style #15 Collar Brass, Rhodium (silver).....9.99 per unit (up to 75)

4. The bid of Streicher's of Minneapolis, Minnesota is hereby approved as the lowest responsive bid for the following item:

- Surefire Centurion Model C3-BK flashlight with V-70 holder included 81.00 per unit (up to 75)

5. The bid of Jack's Uniforms & Equipment of South Sioux City, Nebraska is hereby approved as the lowest responsive bid for the following item:

- AutoLock-26-9 7/8 inch 26 inch 22 oz. Black chrome expandable baton..... 65.60 per unit (up to 75)
- Sidekick Professional Police Gear Bag 18½ x 12 x 7½ 34.46 per unit (up to 75)

- - -

Adopted by the City Council of the City of Grand Island, Nebraska on December 3, 2002.

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, December 03, 2002

Council Session

Item G6

#2002-375 - Approving Subordination Agreement for Property at 931 North Lambert Street

The City of Grand Island has a Real Estate Lien on property owned by Kimberly S. Anderson, 931 North Lambert Street. Ms. Anderson purchased our first handicap accessible home. Down payment assistance in the amount of \$16,831.30 was provided through the City's Community Development Block Grant Program. The down payment is forgiven at a rate of 10% per year. Ms. Anderson is refinancing her home loan to obtain a lower interest rate, and subsequently, lower monthly payment.

The lender on the new Deed of Trust is United Nebraska Bank; her lien will be \$56,300. The assessed valuation is \$77,454. The amount of the City's lien is currently \$13,465. The appraised value of the total property is sufficient to secure both loans. The City also has a Deed of Trust in the amount of \$9,000 that is in third place but only due if the property is sold and the profit from the sale is enough to pay the \$9,000. These funds were provided by the Affordable Housing Trust Fund to provide for the infrastructure of the subdivision. In the event the Affordable Housing Trust is no longer in existence at the time the home is sold, the \$9,000 is forgiven.

Approval of the subordination agreement is recommended.

Staff Contact: Cindy Johnson

RESOLUTION 2002-375

WHEREAS, the City of Grand Island, is the lender and secured party of a Note and Real Estate Lien dated December 15, 2000 and recorded on December 15, 2000 as Instrument No. 0200010899 secured by property owned by Kimberly S. Anderson, said property being described as follows:

Lots 1, Lincoln View Estates Subdivision, in the City of Grand Island, Hall County, Nebraska.

WHEREAS, Kimberly S. Anderson wishes to execute a Deed of Trust and Note in the amount of \$56,300 with United Nebraska Bank to be secured by the above-described real estate; and

WHEREAS, the new lender, United Nebraska Bank, Beneficiary, wishes to extend the new loan secured by a Deed of Trust conditioned upon the City subordinating its Note and Real Estate Lien to their lien priority; and

WHEREAS, the value of the above-described real estate is sufficient to adequately secure both loans.

WHEREAS, the requested subordination of the City's lien priority is in the best interests of all parties.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor is hereby authorized and directed to execute an agreement subordinating the lien priority of the above described Note and Real Estate Lien from Kimberly S. Anderson, to the City of Grand Island, as beneficiary to that of the new loan and Deed of Trust of United Nebraska Bank, Beneficiary, as more particularly set out in the agreement.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska on December 3, 2002.

RaNae Edwards, City Clerk

Approved as to Form November 27, 2002	_____ City Attorney
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City of Grand Island

Tuesday, December 03, 2002

Council Session

Item H1

Consideration of Appointment of City Attorney

The city of Grand Island has had the position of City Attorney open since October 4, 2002. The process to fill this position actually began in June, 2002. There were 14 applicants for the position of which 2 withdrew their applications and one did not meet the minimum requirements. Four finalists were chosen from the list to be interviewed. The interview team consisted of the following individuals; Marlan Ferguson, Jay Vavricek, Gary Mader, David Springer and Brenda Sutherland.

The interview team recommended Douglas Walker for consideration to fill the position of City Attorney. Doug has been practicing municipal law in Alma, Nebraska for the last fifteen years. His background in municipal law and his association with the League of Municipalities makes him a strong candidate for the position.

Mayor Vavricek recommends approval of Douglas Walker to the position of City Attorney.

Staff Contact: Mayor Vavricek



City of Grand Island

Tuesday, December 03, 2002

Council Session

Item I1

#2002-376 - Approving City Administrator's Appointment and Employment Contract

City Administrator Marlan V. Ferguson's initial appointment term expires with the close of Mayor Ken Gnadt's term of office. Mayor Vavricek has recommended Marlan Ferguson to be reappointed to the position of Grand Island City Administrator. Since he works under contract, the agenda item includes the appointment as well as renewal of the contract. There are no changes proposed for the contract, except the term that will coincide with the term of the Mayor.

Staff Contact: Mayor Vavricek



INTEROFFICE MEMORANDUM

*Working Together for a
Better Tomorrow, Today.*

DATE: November 27, 2002

TO: City Council

FROM: Mayor Jay Vavricek

RE: City Administrator Appointment

It is imperative to maintain sound experience, accountability, and positive progress in City government. Grand Island is fortunate to have the likes of Marlan Ferguson to maintain policies as directed by the Mayor and City Council, and his expertise and background in government is an asset in meeting the challenges and opportunities awaiting our community in the future. As previously stated, I whole-heartedly recommend his continued employment and service to our city and especially appreciate his devotion, commitment, and performance in his initial term of employment and look forward to his continued service to the City of Grand Island.

Mayor Jay Vavricek

EMPLOYMENT AGREEMENT
MARLAN V. FERGUSON

THIS AGREEMENT is made and entered into this _____ day of April, 1999, by and between the CITY OF GRAND ISLAND, A Municipal Corporation, hereinafter called the "City", as party of the first part, and MARLAN V. FERGUSON, hereinafter called "Employee", as party of the second part, both of whom understand and agree as follows:

Witnesseth:

WHEREAS, the City desires to employ the services of said Employee as the Administrator of the City of Grand Island, as provided by the Code of the City of Grand Island; and

WHEREAS, it is the desire of the City Council to provide certain benefits, establish certain conditions of employment, and to set working conditions of said Employee; and

WHEREAS, it is the desire of the City Council to: (1) secure and retain the services of the Employee and to provide inducement for him to remain in such employment; (2) to make possible full work productivity by assuring Employee's morale and peace of mind with respect to future security; (3) to act as a deterrent against malfeasance or dishonesty for personal gain on the part of Employee; and (4) to provide a just means for terminating Employee's services at such time as he may be unable to fully discharge his duties due to age or disability or when the City may desire to otherwise terminate his employment; and

WHEREAS, Employee desires to accept employment as Administrator of said City pursuant to the laws of the State of Nebraska and the Code of the City of Grand Island;

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN CONTAINED, THE PARTIES HERETO AGREE AS FOLLOWS:

Section 1 – Duties

The City hereby agrees to employ said Employee as Administrator of the City to perform the principal functions and duties specified in the City Code for the City of Grand Island and the laws of the State of Nebraska, and to perform such other legally

permissible and proper duties and functions as the Mayor and/or City Council shall from time to time assign.

Section 2 – Term

A. This Agreement shall expire at the end of the elected term of the current elected Mayor for the City of Grand Island. Nothing in this agreement shall prevent, limit, or otherwise interfere with the right of the City to terminate the services of the Employee at any time prior to the end of the term, subject only to the provisions set forth in Section 3, paragraph A, of this Agreement.

B. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Employee to resign at any time from his position with the City, subject only to the provision set forth in Section 3, paragraph B, of this Agreement.

C. Employee agrees to remain in the exclusive employ of the City until termination or resignation as provided in Section 3 of this Agreement occurs. The employee shall not use any confidential information obtained through his position as City Administrator for personal gain.

D. Employee's job performance shall be evaluated by the Mayor and City Council during the month of December 1999, at which time a salary review will be conducted. Thereafter, the Mayor and City Council shall evaluate and review the performance of the Employee in June of 2000, and at least once annually thereafter, in advance of the adoption of the annual operating budget.

Section 3 – Termination and Severance Pay

A. Upon the expiration of this Agreement, or in the event Employee is terminated by the City other than as provided in Section B and during such time Employee is willing and able to perform the duties of City Administrator, then in that event, the City agrees to pay Employee a lump sum cash payment equal to four (4) months of the Employee's salary, excluding the City's obligations for retirement, and any other insurance, benefits or allowances for said four (4) month period. Provided; however, that in the event Employee is terminated for conviction of a felony or any misdemeanor involving moral turpitude, or for a breach of this Agreement, or for the commission of any dischargeable offenses as defined in the Personnel Rules for the City of Grand Island, then, in that event the City shall have no obligation to pay the severance sum designated in this paragraph.

B. In the event Employee voluntarily resigns his position with the City before the expiration of the aforesaid term of employment, then Employee shall give the City two (2) months notice in advance, unless the parties otherwise agree.

Section 4 – Salary

The City agrees to pay Employee for his services rendered pursuant hereto an annual salary initially established at \$84,780.80, which is Step F of the pay range for the City Administrator position, as established in the City's pay plan. In addition, the City agrees to increase said salary or other benefits or both of Employee in such amounts and to such an extent as the Mayor and City Council may determine that it is desirable to do so on the basis of an initial six month review and then an annual salary review of said employee conducted in advance of the adoption of the City's annual operating budget as set forth in Section 2, paragraph D. The annual salary shall be established in the annual budget and any salary adjustment shall conform to the City's pay plan system.

Section 5 – Hours of Work

It is recognized and understood by Employee that the normal work week for City employees is forty (40) hours per week. It is further understood and recognized by Employee that he is the City Administrator and, as such, is expected to and shall devote whatever time is necessary and desirable to his employment activities in order to promote and carry out his job and the duties associated therewith.

Section 6 – Automobile

Employee shall receive a car allowance to compensate for the use of Employee's private vehicle. The amount of such car allowance is established at the rate of \$300.00 per month.

Section 7 – Dues and Subscriptions

The City agrees to budget and to pay the professional dues and subscriptions of Employee's membership to the International City Manager's Association (ICMA) and National City Manager's Association (NCMA).

Section 8 - Professional Development

The City hereby agrees to budget and to pay the travel and other expenses of Employee for professional and official travel, meetings, and occasions adequate to continue the professional development of Employee and to adequately pursue necessary official and other functions for City, including but not limited to the State League of Municipalities meetings, and the Annual Conference of the ICMA or the National League of Cities Conference.

Section 9 – Vacation Leave, Sick Leave and Holiday Pay

Employee shall be entitled to receive the same vacation leave, sick leave, and holiday benefits as those accorded to other employees of the City pursuant to the Personnel Rules, including provisions governing accrual and payments therefor on

termination of employment, provided that Employee shall earn twenty (20) days of vacation leave per calendar year beginning in year one of employment.

Section 10 – Disability, Health, and Life Insurance

Employee shall be entitled to receive the same insurance coverage for life, accident, sickness, disability income benefits, and major medical as is accorded to employees pursuant to the Personnel Rules for the City of Grand Island.

Section 11 – Retirement

Employee shall be entitled to receive the same retirement benefits as are accorded to other employees of the City, provided said employee's retirement pension shall be paid to ICMA.

Section 12 – Other Terms and Conditions of Employment

A. The City Council shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City Code, or any other law.

B. With the exception of Section IX and any other items specifically referenced in this agreement which are in conflict, the provisions of the Personnel Rules of the City of Grand Island as they now exist or hereafter may be amended shall apply to the Employee as they would to all other employees of the City.

Section 13 – General Provisions

A. Employee shall meet with the Mayor and City Council on an annual basis each June to evaluate the performance of the Employee in conducting his employment duties and activities as City Administrator.

B. The text herein shall constitute the entire agreement between the parties.

C. This Agreement shall be binding upon and inure to the benefit of the heirs at law and personal representative of the Employee.

D. This Agreement shall become effective commencing the date hereinbefore written.

E. If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion hereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

IN WITNESS WHEREOF, the City of Grand Island has caused this Agreement to be signed and executed in its behalf by its Mayor and duly authenticated by its City Clerk, and the Employee has signed and executed this Agreement, in triplicate, the day and year first above written.

CITY OF GRAND ISLAND, NEBRASKA,
A Municipal Corporation

By: _____
Mayor

Attest:

City Clerk

Marlan V. Ferguson

Approved by the City Attorney

Addendum to Employment Agreement

The purpose of this addendum is to amend the Employment Agreement with Marlan V. Ferguson executed on April 19, 1999, by and between Marlan V. Ferguson and the City of Grand Island, Nebraska, a municipal corporation. This agreement shall become effective upon signing and amends the previously executed agreement only as set forth below:

Section 2 - Term

A. This Agreement shall expire at the end of the elected term of the Mayor for the City of Grand Island which commences on December 3, 2002. Nothing in this agreement shall prevent, limit, or otherwise interfere with the right of the City to terminate the services of the Employee at any time prior to the end of the term, subject to the provisions set forth in Section 3, paragraph A, of this Agreement.

All other provisions of the Employment Agreement except those specifically set forth herein shall remain in full force and effect.

Dated: _____, 2002

CITY OF GRAND ISLAND, NEBRASKA,
A municipal corporation,

By: _____
Jay Vavricek, Mayor

Attest: _____
RaNae Edwards, City Clerk

Dated: _____, 2002

Marlan V. Ferguson, City Administrator

R E S O L U T I O N 2002-376

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor be, and hereby is, authorized and directed to execute the Addendum to the Employment Agreement by and between the City of Grand Island and Marlan V. Ferguson for the position of City Administrator, and appoint Marlan V. Ferguson as City Administrator for the term of the Mayor.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska on December 3, 2002.

RaNae Edwards, City Clerk

Approved as to Form ? _____ November 27, 2002 ? City Attorney



City of Grand Island

Tuesday, December 03, 2002

Council Session

Item J1

Payment of Claims for the Period of November 27, 2002 through December 3, 2002

The Claims for the period of November 27, 2002 through December 3, 2002 for a total amount of \$2,983,314.81. A MOTION is in order.

Staff Contact: RaNae Edwards