
City of Grand Island



Tuesday, December 17, 2002

Council Session Packet

City Council:

Joyce Haase
Margaret Hornady
Gale Larson
Robert Meyer
Mitchell Nickerson
Don Pauly
Jackie Pielstick
Larry Seifert
Scott Walker
Fred Whitesides

Mayor:

Jay Vavricek

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 Richard Karohl, Faith United Methodist Church, 724
West 12th 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 17, 2002

Council Session

Item C1

"Its About Kids!" Presentations by Jill Rath and Becca Brown

Youth Leadership Tomorrow, "It's About Kids!" assets will be presented by Jill Rath and Becca Brown.

Staff Contact: RaNae Edwards



City of Grand Island

Tuesday, December 17, 2002

Council Session

Item C2

Recognition of the Nebraska Diplomats and Don Anderson for Receiving the Ambassador Plenipotentiary Award

Representatives from the Nebraska Diplomats will be attendance to explain what the Nebraska Diplomats do. Two short videos will be viewed titled "Power in Partnership and "Plenipotentiary Award". Don Anderson, "Diplomat of the Year" will also be recognized.

Staff Contact: Mayor Vavricek



Certificate of Recognition

Awarded to:

Don Anderson

In acknowledgement of your recognition from the Nebraska Department of Economic Development, receiving the highest diplomat honor—the Ambassador Plenipotentiary Award. You are an outstanding representative of our community.

Mayor, Jay Vavricek

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, December 17, 2002

Council Session

Item E1

Public Hearing on Proposed Amendment to Chapter 36 of the Grand Island City Code Relative to Creation of an M3 zone.

Amendments are proposed to Chapter 36 of the Grand Island City Code to create an M3 Mixed Use Manufacturing District. This zoning district would provide for a mix of light manufacturing, warehousing, wholesaling, retail, and residential uses for an area along the Union Pacific Railroad tracks through the central city. It is appropriate to solicit public comment. The action item is contained under Ordinances.

Staff Contact: Chad Nabity

Agenda Item # 4

PLANNING DIRECTOR RECOMMENDATION TO REGIONAL PLANNING COMMISSION:

November 19, 2002

SUBJECT: Concerning the creation of a new zoning district to allow residential and church uses in the old central manufacturing districts and restrict uses that would currently be allowed but not appropriate to the core areas of the city. This would add the M3-Mixed Use Manufacturing District to chapter 36 of the Grand Island City Code. (C-20-2002-GI)

PROPOSAL:

M3-Mixed Use Manufacturing district.

At their meeting in September 2002 the Regional Planning Commission created a committee to study the issue of creating a new zoning district. The committee has met, reviewed the recommendations of the planning director and toured the areas considered for the new zoning district. They are in support of creating the new district as proposed and rezoning those areas shown on the attached map to M3-mixed use manufacturing zone.

This district would replace the Heavy Manufacturing District currently in place along the Union Pacific Rail Road Tracks between the overhead BNSF line and Custer Street. The committee has also suggested that the M3 zone be considered for the Heavy Manufacturing area near the Platte Deutsch including Diamond Engineering, Priesendorf's, the COOP, etc... This area has traditionally contained a mix of manufacturing, commercial and residential uses. Under the current regulations heavy manufacturing uses such as meat packing and explosive storage and manufacture could be permitted in this area. Residential uses are not permitted in this district. There are some blocks adjacent to the UP tracks district that contain nothing but single-family residences. The committee will be looking at the existing uses and the historic mix of uses in this area as they formulate a new district that will likely limit the heavier manufacturing uses while permitting some lighter uses such as residences and churches.

Analysis

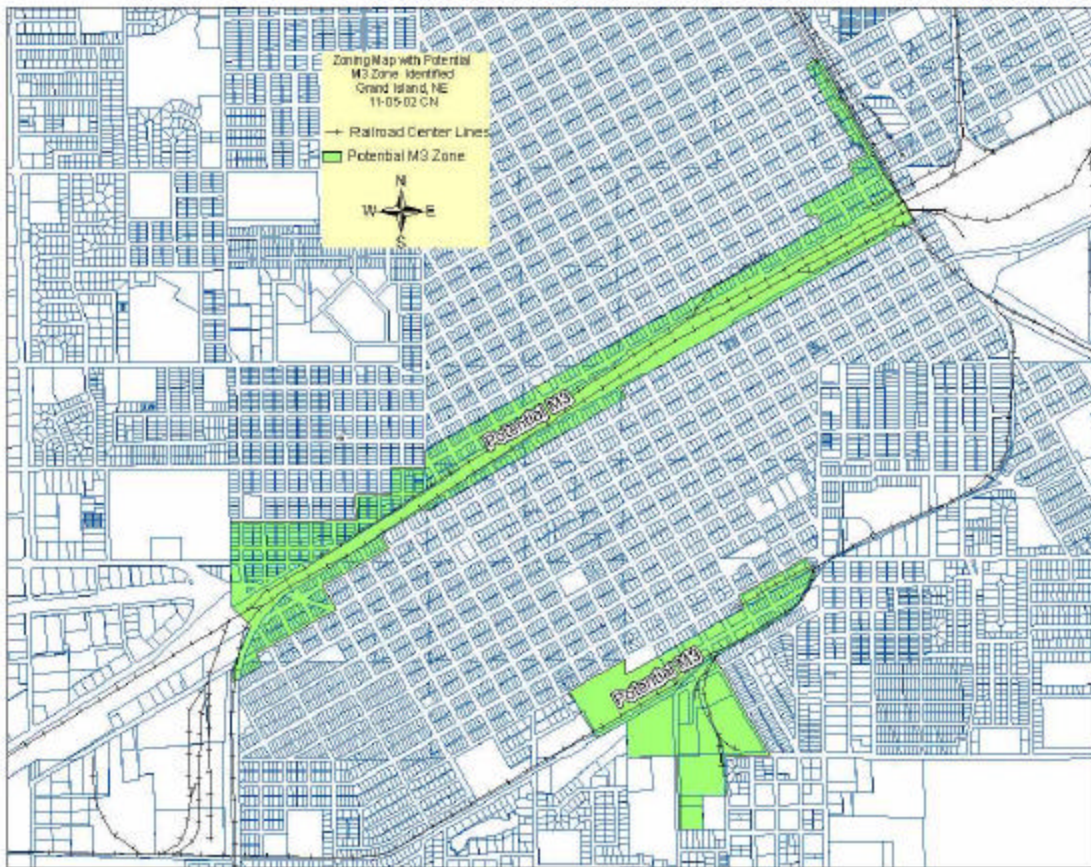
Currently there are at least 2 churches operating in this area. I have had many requests in the past 3 years from people wishing to use buildings in these areas as churches. In order to convert a warehouse structure to a place for public gatherings the buildings need to be brought up to current codes and receive a new occupancy permit.

Several blocks along North Front Street are zoned for manufacturing but contain only residential structures. These structures are currently allowed as legal non-conforming uses. Legal non-conforming uses cannot be rebuilt, replaced, enlarged or substantially altered without special permission by the Grand Island City Council. These changes

would permit residences in this district. Residential uses are permitted in the B2-General Business and B3-Heavy Business districts and the residential districts that adjoin these properties. Allowing residential uses in this district may also serve to revitalize the area by permitting second story residential uses in some of the older warehouse buildings. Again this change in use would require a new occupancy permit from the building department.

Many of the uses allowed in the M2 zone (eg. sauerkraut factories, meat packing, cesspool cleaning, explosives manufacture and storage) are not compatible with the urban nature of this area. A revised manufacturing district for these areas is in order even if residential and church uses are not permitted.

M3 Zone



§36-35. M3 – Central City Manufacturing Zone

Purpose: To provide for a mix of light manufacturing, warehousing, wholesaling, retail, and residential uses. This zone is reflective of the mix of uses historically present along the Union Pacific Railroad tracks through the central city.

(A) Permitted Principal Uses:

- (1) Uses as listed under permitted principal uses of the B2, Zone except as listed under specifically excluded uses
- (2) Truck terminal, tractor, trailer, or truck storage, including maintenance facilities
- (3) Specific uses such as: Animal hospital, arena or athletic field or track, automobile body repair, automobile service station, bakery, bottling plant, blueprinting, brewery or distillery, cafe or restaurant, cannery, carpenter or woodworking shop, carpet cleaning, casting of lightweight or nonferrous metals, crating and hauling depot, dairy products distribution, dry cleaning and laundry plant, feed and seed processing and storage, furniture repair and warehousing, garage, laboratories, lapidary, printer, publisher or lithographer, sign painting, or manufacture, stone and monument works, storage yards or buildings for lumber, gas, oil and similar materials; but not explosives, vitreous ware, pottery and porcelain manufacture, warehouse.
- (4) Manufacture, processing, assembly, fabrication or storage of products and materials similar to the above
- (5) Railway right-of-way, including yards and facilities
- (6) Other uses which are, in the opinion of the Board of Adjustment, similar to the above.

(B) Permitted Accessory Uses:

- (1) Buildings and uses accessory to the permitted principal uses

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

- (1) Salvage Yards except those dealing primarily with hazardous or regulated waste
- (2) Towers

(D) Specifically Excluded Uses:

- (1) Manufactured home parks

(E) Space Limitations:

- (1) Minimum lot area: 6,000 square feet
- (2) Minimum lot width: 50 feet
- (3) Maximum height of building: None
- (4) Minimum front yard: None
- (5) Minimum rear yard: None, when 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. When adjacent to a public alley, the setback is optional and may range from 0 feet to 5 feet.
- (7) Maximum ground coverage: 65%

(F) Miscellaneous Provisions:

- (1) Supplementary regulations shall be complied with as defined herein
- (2) Only one principal building shall be permitted on one zoning lot except as otherwise provided herein.

RECOMMENDATION:

That the Regional Planning Commission recommend that the City Council of Grand Island approve and adopt changes to Chapter 36 of the Grand Island City Code to allow for the M3-Mixed Use Manufacturing District.

_____ Chad Nabity AICP, Planning Director



City of Grand Island

Tuesday, December 17, 2002

Council Session

Item E2

Public Hearing on Adoption of Official City Zoning Map for 2003.

The Regional Planning Department has developed the Official Zoning Map in accordance with Section 36-7 of the Grand Island City Code whereby establishing the location, size, shape and boundaries of the zones approved by the City Council for the enforcement of zoning regulations. It has been recommended that the Official Zoning Map be ratified, affirmed, readopted and published on an annual basis. The Regional Planning Commission approved the Official Zoning Map at their December 11, 2002 meeting. It is appropriate at this time to solicit public comment. The action item is contained under the Consent Agenda.

Staff Contact: Chad Nabity

Agenda Item # 5

PLANNING DIRECTOR RECOMMENDATION TO REGIONAL PLANNING COMMISSION:

November 19, 2002

SUBJECT: Concerning the re-adoption of the City of Grand Island Zoning Map as produced using the Hall County Geographic Information System as the official zoning map for the City of Grand Island. (C-25-2002-GI)

PROPOSAL:

In December of 1999 the Regional Planning Commission and the Grand Island City Council approved using a map produced from the Hall County GIS as the official zoning map for the City of Grand Island. At that time it was suggested that the zoning map be re-approved on an annual basis and that staff generate a fresh copy of the map at the beginning of every year. This hearing is being held for that purpose. This map will also serve to give notice to all parties that the Grand Island City limits and 2 mile extraterritorial jurisdiction is as shown on the map.

Again, this year I am suggesting some changes to the zoning districts on the map. The changes involve the inclusion of the M3 zoning district on the Grand Island Zoning Map. I would suggest changing those properties between Fonner Park Road and Anna Street and Lincoln Street and Broadwell as well as those between the BNSF overhead rail line and Custer Ave and 9th street and 3rd Street that are zoned M2-Heavy Manufacturing to M3-Mixed Use Manufacturing.

BACKGROUND:

The following chart shows the changes that have been approved by the Regional Planning Commission and the Grand Island City Council since December 2001.

AMENDMENTS				
DATE	ORD. NO.	CHANGE	DESCRIPTION	
3-26-02	8727	RD and B2 to RD	The Village	C-03-2002GI
5-21-02	8737	TA to R1 and R2	Country Meadows	C-08-2002GI
8-13-02	Resolution	Annexation Related	Annexation Related	C-16-2001GI
9-24-02	8774	R4 to RO	Stolley Park Road west of Blaine	C-18-2002GI
11-12-02	8782	M1 to R1	Indianhead	C-21-2002GI
11-26-02		TA to RO and RD	Cedar Ridge	C-23-2002GI

The six changes shown on this chart are represented on the new version of the Grand Island Zoning map.

Additions to the City of Grand Island that will impact the city limits lines and/or the extraterritorial jurisdiction include: The seven areas approved for annexation by the Grand Island City Council. See Attached Map

ANALYSIS

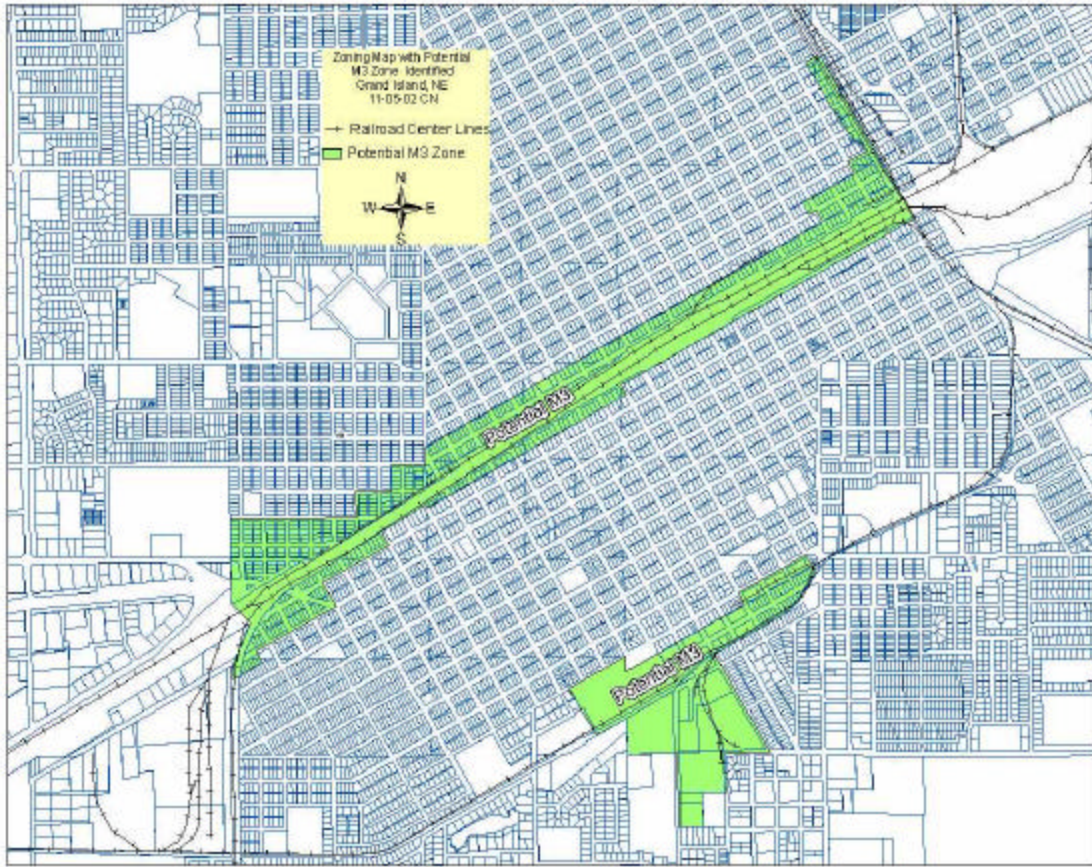
M3-Mixed Use Manufacturing Zone

If the M3 zone is approved as an addition to the Grand Island Zoning Ordinance I would recommend that those areas identified on the attached map be rezoned to M3. This zone will eliminate some of the most noxious uses from the allowed uses in these areas and allow some less intense uses such as residences and churches.

RECOMMENDATION:

That the Regional Planning Commission recommend that the City Council of Grand Island adopt this map as presented as the official Zoning Map for the City of Grand Island.

_____ Chad Nabity AICP, Planning Director

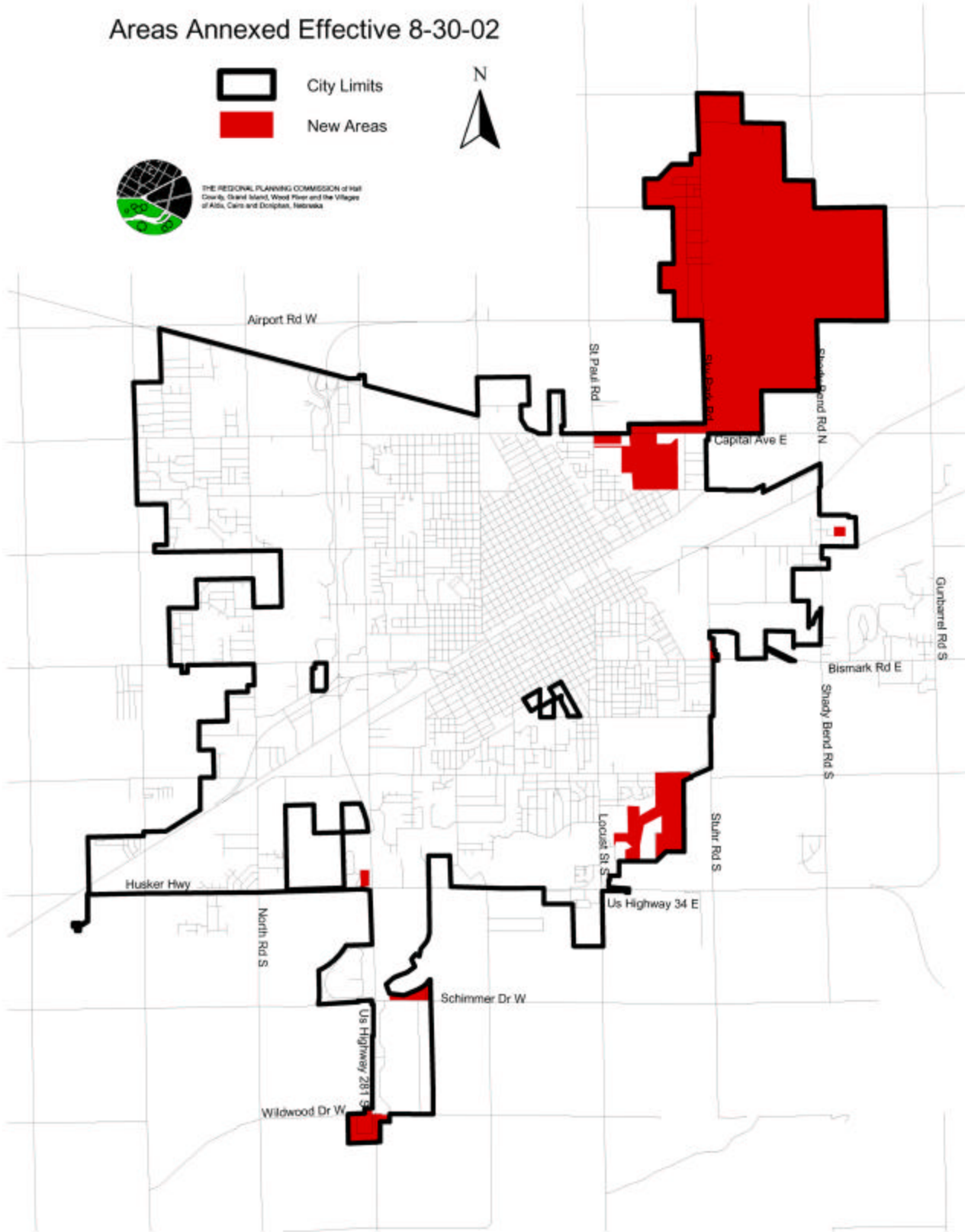


Areas Annexed Effective 8-30-02

-  City Limits
-  New Areas



THE REGIONAL PLANNING COMMISSION of Hall County, Grand Island, Wood River and the Villages of Afton, Cairn and Decatur, Nebraska





City of Grand Island

Tuesday, December 17, 2002

Council Session

Item F1

#8788 - Consideration of Change to Chapter 36 of the Grand Island City Code to Create an M3 Zoning District

This item relates to the aforementioned Public Hearing. Amendments are proposed to Chapter 36 of the Grand Island City Code to create an M3 Mixed Use Manufacturing District. This zoning district would provide for a mix of light manufacturing, warehousing, wholesaling, retail, and residential uses for an area along the Union Pacific Railroad tracks through the central city. Approval is recommended.

Staff Contact: Chad Nabity

ORDINANCE NO. 8788

An ordinance to amend Chapter 36 of the Grand Island City Code; to amend Section 36-6 pertaining to zoning districts; to add Section 36-41 pertaining to M3-Mixed Use Manufacturing Zone; to repeal Section 36-6 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 36-6 of the Grand Island City Code is hereby amended to read as follows:

§36-6. Zones Listed

In order to carry out the purposes of this chapter, the City and its jurisdiction is hereby divided into the following zoning districts:

- AG - Agricultural Zone
- AG-SC – Special Agriculture/Conservation Zone
- AG-SE – Special Agriculture/Events Zone
- AG-SI – Special Agriculture/Industrial Zone
- SRC – Special Recreation/Conservation Zone
- TA - Transitional Agriculture Zone
- R1 - Suburban Residential Zone
- R2 - Low Density Residential Zone
- R3 - Medium Density Residential Zone
- R4 - High Density Residential Zone
- R0 - Residential-Office Zone
- B1 - Light Business Zone
- B2 - General Business Zone
- AC - Arterial Commercial Zone
- B3 - Heavy Business Zone
- ME - Industrial Estates Zone
- M1 - Light Manufacturing Zone
- M2 - Heavy Manufacturing Zone
- M - Manufactured Home Zone
- MD - Manufactured Home Zone
- CD - Commercial Development Zone
- ID - Industrial Development Zone
- RD - Residential Development Zone
- A - Airport Zone
- M3 – Central City Manufacturing Zone

Approved as to Form ? _____
December 12, 2002 ? City Attorney

ORDINANCE NO. 8788 (Cont.)

SECTION 2. Section 36-41 of the Grand Island City Code is hereby added to read as follows:

§36-41. M3 – Central City Manufacturing Zone

Purpose: To provide for a mix of light manufacturing, warehousing, wholesaling, retail, and residential uses. This zone is reflective of the mix of uses historically present along the Union Pacific Railroad tracks through the central city.

(A) Permitted Principal Uses:

- (1) Uses as listed under permitted principal uses of the B2 Zone except as listed under specifically excluded uses
- (2) Truck terminal, tractor, trailer, or truck storage, including maintenance facilities
- (3) Specific uses such as: Animal hospital, arena or athletic field or track, automobile body repair, automobile service station, bakery, bottling plant, blueprinting, brewery or distillery, café or restaurant, cannery, carpenter or woodworking shop, carpet cleaning, casting of lightweight or nonferrous metals, crating and hauling depot, dairy products distribution, dry cleaning and laundry plant, feed and seed processing and storage, furniture repair and warehousing, garage, laboratories, lapidary, printer, publisher or lithographer, sign painting, or manufacture, stone and monument works, storage yards or buildings for lumber, gas, oil and similar materials; but not explosives, vitreous ware, pottery and porcelain manufacture, warehouse
- (4) Manufacture, processing, assembly, fabrication or storage of products and materials similar to the above
- (5) Railway right-of-way, including yards and facilities
- (6) Other uses which are, in the opinion of the Board of Adjustment, similar to the above.

(B) Permitted Accessory Uses:

- (1) Buildings and uses accessory to the permitted principal uses

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

- (1) Salvage yards except those dealing primarily with hazardous or regulated waste
- (2) Towers

(D) Specifically Excluded Uses:

- (1) Manufactured home parks

(E) Space Limitations:

- (1) Minimum lot area: 6,000 square feet
- (2) Minimum lot width: 50 feet
- (3) Maximum height of building: None
- (4) Minimum front yard: None
- (5) Minimum rear yard: None, when bounded by an alley, otherwise ten (10) feet
- (6) Minimum side yard: None, but if provided, not less than five (5) feet or unless adjacent to a parcel whose zone requires a side yard setback, then five (5) feet. When adjacent to a public alley, the setback is optional and may range from 0 feet to five (5) feet.
- (7) Maximum ground coverage: 65%

(F) Miscellaneous Provisions:

- (1) Supplementary regulations shall be complied with as defined herein
- (2) Only one (1) principal building shall be permitted on each zoning lot except as otherwise provided herein.

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

ORDINANCE NO. 8788 (Cont.)

SECTION 4. 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 17, 2002.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, December 17, 2002

Council Session

Item F2

#8789 - Consideration of Salary Ordinance Pertaining to FOP

The proposed changes to the salary ordinance are due to a tentative contract agreement with the Local FOP #24. This ordinance would provide salary increases to the classification of police officer, police sergeant and police captain. In addition, the uniform allowance has also been changed. Approval is recommended.

Staff Contact: Brenda Sutherland

ORDINANCE NO. 8789

An ordinance to amend Ordinance No. 8769 known as the Salary Ordinance which lists the currently occupied classifications of officers and employees of the City of Grand Island, Nebraska and established the ranges of compensation of such officers and employees; to adjust salary ranges of employees covered by the FOP labor union in accordance with their contract; to amend uniform allowances for the FOP labor union; to repeal Ordinance No. 8769, and any ordinance or parts of ordinances in conflict herewith; to provide for severability; to provide for the effective date thereof; and to provide for publication of this ordinance in pamphlet form.

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

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

Classification	Bi-Weekly Pay Range Min/Max	Overtime Eligibility
Accountant	1265.66 / 1781.49	Exempt
Accounting Technician – Solid Waste	941.01 / 1324.17	40 hrs/week
Accounting Technician – Streets	941.01 / 1324.17	40 hrs/week
Accounting Technician – WWTP	941.01 / 1324.17	40 hrs/week
Administrative Assistant – Public Works	1015.99 / 1430.46	40 hrs/week
Administrative Assistant – Utilities	1015.99 / 1430.46	40 hrs/week
Assistant Public Works Director	1713.10 / 2410.20	Exempt
Assistant Utility Director – Administration	2237.98 / 3149.33	Exempt

Approved as to Form ? _____
December 13, 2002 ? City Attorney

ORDINANCE NO. 8789 (Cont.)

Classification	Bi-Weekly Pay Range Min/Max	Overtime Eligibility
Assistant Utility Director – PGS & PCC	2354.99 / 3314.13	Exempt
Attorney	1797.14 / 2528.86	Exempt
Audio-Visual Technician	1153.60 / 1623.28	40 hrs/week
Biosolids Technician	990.45 / 1394.21	40 hrs/week
Building Clerk	743.25 / 1045.66	40 hrs/week
Building Secretary	842.95 / 1185.74	40 hrs/week
Building Department Director	1825.98 / 2568.41	Exempt
Building Inspector	1182.44 / 1663.66	40 hrs/week
Cemetery Superintendent	1260.72 / 1774.90	Exempt
City Administrator	2777.70 / 3909.06	Exempt
City Attorney	2358.29 / 3319.07	Exempt
City Clerk	1228.93 / 1729.41	Exempt
Civil Engineer – Utilities	1621.63 / 2281.66	Exempt
Civil Engineer I – Public Works	1186.56 / 1670.25	Exempt
Civil Engineer II – Public Works	1404.92 / 1977.60	Exempt
Code Compliance Officer	1072.85 / 1509.60	40 hrs/week
Collection System Supervisor	1221.99 / 1719.69	40 hrs/week
Communications Supervisor	1095.10 / 1540.88	Exempt
Community Development Director	1606.80 / 2262.70	Exempt
Community Projects Director	1877.90 / 2644.22	Exempt
Community Projects Secretary	866.85 / 1220.34	40 hrs/week
Community Service Officer – Police Department	763.85 / 1074.50	40 hrs/week
Custodian	737.48 / 1040.71	40 hrs/week
Data Processing Manager	1621.63 / 2281.66	Exempt
Deputy Police Chief	1772.42 / 2495.07	Exempt
Development Specialist	866.85 / 1220.34	40 hrs/week
Downtown Development Director	1606.80 / 2262.70	Exempt
Electric Distribution Superintendent	1911.68 / 2689.54	Exempt
Electric Distribution Supervisor	1615.04 / 2271.77	40 hrs/week
Electric Underground & Substation Superintendent	1702.38 / 2395.37	Exempt
Electrical Engineer I	1533.46 / 2158.88	Exempt
Electrical Engineer II	1777.37 / 2501.66	Exempt

ORDINANCE NO. 8789 (Cont.)

Classification	Bi-Weekly Pay Range Min/Max	Overtime Eligibility
Electrical Inspector	1182.44 / 1663.66	40 hrs/week
Emergency Management Coordinator	909.70 / 1279.67	40 hrs/week
Emergency Management Director	1738.64 / 2446.46	Exempt
EMS Division Chief	1613.39 / 2270.12	Exempt
Engineering Technician Supervisor	1338.18 / 1883.66	Exempt
Equipment Operator	934.42 / 1315.93	40 hrs/week
Executive Assistant – Administration	1015.99 / 1430.46	40 hrs/week
Finance Controller	1812.00 / 2548.63	Exempt
Finance Director	2237.98 / 3149.33	Exempt
Finance Secretary	842.95 / 1185.74	40 hrs/week
Fire Chief	1966.89 / 2766.99	Exempt
Fire Operations Division Chief	1613.39 / 2270.12	Exempt
Fire Prevention Division Chief	1613.39 / 2270.12	Exempt
Fire Training Division Chief	1613.39 / 2270.12	Exempt
Fleet Services Superintendent	1348.89 / 1899.32	Exempt
Fleet Services Supervisor	1070.38 / 1506.27	40 hrs/week
Golf Course Superintendent	1495.56 / 2104.50	Exempt
Grounds Management Crew Chief	1177.50 / 1657.06	40 hrs/week
Human Resources Director	1825.98 / 2568.41	Exempt
Human Resources Specialist	1097.57 / 1544.18	40 hrs/week
Information Technology Manager	1702.71 / 2395.74	Exempt
Information Technology Supervisor	1442.29 / 2029.76	Exempt
Legal Assistant	1204.69 / 1695.79	40 hrs/week
Legal Clerk	743.25 / 1045.66	40 hrs/week
Legal Secretary	904.75 / 1274.73	40 hrs/week
Librarian I	1102.51 / 1550.77	Exempt
Librarian II	1212.93 / 1706.50	Exempt
Library Assistant	759.73 / 1068.73	40 hrs/week
Library Assistant Director	1396.68 / 1965.24	Exempt
Library Clerk	606.46 / 854.49	40 hrs/week
Library Director	1774.90 / 2498.37	Exempt
Library Page*	458.97 / 694.81	40 hrs/week

ORDINANCE NO. 8789 (Cont.)

Classification	Bi-Weekly Pay Range Min/Max	Overtime Eligibility
Library Secretary	842.95 / 1185.74	40 hrs/week
Maintenance Mechanic I	946.78 / 1335.70	40 hrs/week
Maintenance Mechanic II	1062.96 / 1495.56	40 hrs/week
Maintenance Worker I – Solid Waste	861.01 / 1212.93	40 hrs/week
Maintenance Worker I – Building, Golf, WWTP	884.98 / 1245.06	40 hrs/week
Maintenance Worker II – Solid Waste	907.22 / 1277.20	40 hrs/week
Maintenance Worker II – Building, Golf, WWTP, Zoo	931.94 / 1314.28	40 hrs/week
Meter Reading Supervisor	1091.80 / 1537.58	Exempt
Office Manager – Police Department	1029.18 / 1448.59	40 hrs/week
Parking Monitor	473.80 / 667.44	40 hrs/week
Parks and Recreation Director	1917.45 / 2696.95	Exempt
Parks and Recreation Secretary	842.95 / 1185.74	40 hrs/week
Parks Maintenance Superintendent	1426.34 / 2006.44	Exempt
Payroll Specialist	1097.57 / 1544.18	40 hrs/week
Plumbing Inspector	1182.44 / 1663.66	40 hrs/week
Police Chief	2060.00 / 2899.66	Exempt
Police Records Clerk	783.62 / 1103.34	40 hrs/week
Power Plant Maintenance Supervisor	1615.04 / 2271.77	Exempt
Power Plant Operations Supervisor	1696.62 / 2387.13	Exempt
Power Plant Superintendent – Burdick	1766.66 / 2486.01	Exempt
Power Plant Superintendent – PGS	2093.78 / 2944.98	Exempt
Public Information Officer	1097.57 / 1544.18	40 hrs/week
Public Safety Secretary	931.12 / 1313.46	40 hrs/week
Public Works Director	2237.98 / 3149.33	Exempt
Public Works Secretary	842.95 / 1185.74	40 hrs/week
Purchasing Technician	842.95 / 1185.74	40 hrs/week
Recreation Superintendent	1319.22 / 1855.65	Exempt
Senior Civil Engineer – Public Works Engineering	1704.03 / 2398.66	Exempt
Senior Civil Engineer – Utility, PCC	1802.09 / 2537.10	Exempt
Senior Electrical Engineer	1621.63 / 2281.66	Exempt
Senior Engineering Technician	1182.44 / 1663.66	40 hrs/week
Senior Equipment Operator	1020.11 / 1435.41	40 hrs/week

ORDINANCE NO. 8789 (Cont.)

Classification	Bi-Weekly Pay Range Min/Max	Overtime Eligibility
Senior Library Assistant	838.01 / 1179.14	40 hrs/week
Senior Maintenance Worker	998.69 / 1405.74	40 hrs/week
Senior Telecommunicator/EMD	899.81 / 1265.66	40 hrs/week
Senior Utility Secretary	845.42 / 1192.33	40 hrs/week
Solid Waste Division Clerk	743.25 / 1045.66	40 hrs/week
Solid Waste Superintendent	1535.94 / 2161.35	Exempt
Street Superintendent	1458.48 / 2054.23	Exempt
Street Supervisor	1157.72 / 1628.22	40 hrs/week
Telecommunicator/EMD	856.96 / 1208.81	40 hrs/week
Turf Management Specialist	1182.44 / 1663.66	40 hrs/week
Utility Production Engineer	1867.18 / 2627.74	Exempt
Utility Director	2649.98 / 3727.78	Exempt
Utility Secretary	842.95 / 1185.74	40 hrs/week
Utility Services Manager	1549.94 / 2181.13	Exempt
Utility Warehouse Supervisor	1193.98 / 1679.31	40 hrs/week
Wastewater Engineering/Operations Superintendent	1704.03 / 2398.66	Exempt
Wastewater Plant Maintenance Supervisor	1254.13 / 1765.01	40 hrs/week
Wastewater Plant Operator I	880.03 / 1238.47	40 hrs/week
Wastewater Plant Operator II	936.89 / 1319.22	40 hrs/week
Wastewater Plant Process Supervisor	1284.62 / 1808.68	40 hrs/week
Wastewater Plant Senior Operator	990.45 / 1394.21	40 hrs/week
Water Superintendent	1465.07 / 2060.83	Exempt
Water Supervisor	1249.18 / 1759.24	40 hrs/week
Worker / Seasonal	412.00 / 1600.00	Exempt
Worker / Temporary	412.00	40 hrs/week

*Pay Schedule Variation

SECTION 2. The currently occupied classifications of employees of the City of Grand Island included under the AFSCME labor agreement, and the ranges of compensation (salary and wages, excluding shift differential as provided by contract) to be paid for such

ORDINANCE NO. 8789 (Cont.)

classifications, and the number of hours and work period which certain such employees included under the AFSCME labor agreement shall work prior to overtime eligibility are as follows:

Classification	Bi-Weekly Pay Range Min/Max	Overtime Eligibility
Equipment Operator – Streets	887.54 / 1248.11	40 hrs/week
Fleet Services Attendant/Clerk	806.86 / 1138.01	40 hrs/week
Fleet Services Mechanic	992.61 / 1396.04	40 hrs/week
Fleet Services Inventory Specialist	885.02 / 1245.59	40 hrs/week
Horticulturist	937.14 / 1320.39	40 hrs/week
Maintenance Worker – Cemetery	880.82 / 1239.71	40 hrs/week
Maintenance Worker – Parks	874.94 / 1232.14	40 hrs/week
Maintenance Worker – Streets	856.45 / 1205.25	40 hrs/week
Senior Equipment Operator – Streets	972.43 / 1369.14	40 hrs/week
Senior Maintenance Worker – Parks	972.43 / 1369.14	40 hrs/week
Senior Maintenance Worker – Streets	972.43 / 1369.14	40 hrs/week
Traffic Signal Technician	972.43 / 1369.14	40 hrs/week

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

Classification	Bi-Weekly Pay Range Min/Max	Overtime Eligibility
Accounting Clerk I	715.20 / 1006.40	40 hrs/week
Accounting Clerk II	808.80 / 1140.00	40 hrs/week
Computer Technician	965.60 / 1358.40	40 hrs/week
Computer Programmer	1268.00 / 1783.20	40 hrs/week
Electric Distribution Crew Chief	1469.60 / 2067.20	40 hrs/week
Electric Underground & Substation Crew Chief	1469.60 / 2067.20	40 hrs/week
Engineering Technician I	1014.40 / 1427.20	40 hrs/week

ORDINANCE NO. 8789 (Cont.)

Classification	Bi-Weekly Pay Range Min/Max	Overtime Eligibility
Engineering Technician II	1236.80 / 1740.00	40 hrs/week
GIS Technician	1332.00 / 1873.60	40 hrs/week
Instrument Technician	1506.40 / 2119.20	40 hrs/week
Lineman Apprentice	1040.00 / 1463.20	40 hrs/week
Lineman First Class	1332.00 / 1873.60	40 hrs/week
Lineman Second Class	1148.00 / 1615.20	40 hrs/week
Materials Handler	1267.20 / 1782.40	40 hrs/week
Meter Reader	853.60 / 1201.60	40 hrs/week
Meter Technician	1040.00 / 1463.20	40 hrs/week
Network Technician	1120.00 / 1576.00	40 hrs/week
Power Dispatcher I	1399.20 / 1968.00	40 hrs/week
Power Dispatcher II	1469.60 / 2067.20	40 hrs/week
Power Plant Custodian	754.40 / 1061.60	40 hrs/week
Power Plant Maintenance Mechanic	1332.00 / 1873.60	40 hrs/week
Power Plant Operator I	1040.00 / 1463.20	40 hrs/week
Power Plant Operator II	1399.20 / 1968.00	40 hrs/week
Senior Accounting Clerk	849.60 / 1196.80	40 hrs/week
Senior Engineering Technician	1332.00 / 1873.60	40 hrs/week
Senior Materials Handler	1399.20 / 1968.00	40 hrs/week
Senior Meter Reader	919.20 / 1292.00	40 hrs/week
Senior Power Dispatcher	1621.60 / 2280.80	40 hrs/week
Senior Power Plant Operator	1544.00 / 2172.00	40 hrs/week
Senior Substation Technician	1506.40 / 2119.20	40 hrs/week
Senior Utilities Operator	1506.40 / 2119.20	40 hrs/week
Senior Water Maintenance Worker	1120.00 / 1576.00	40 hrs/week
Substation Technician	1399.20 / 1968.00	40 hrs/week
Systems Technician	1506.40 / 2119.20	40 hrs/week
Tree Trim Crew Chief	1332.00 / 1873.60	40 hrs/week
Utilities Electrician	1399.20 / 1968.00	40 hrs/week
Utilities Operator	1364.80 / 1920.80	40 hrs/week
Utility Technician	1469.60 / 2067.20	40 hrs/week
Utility Warehouse Clerk	942.40 / 1326.40	40 hrs/week

ORDINANCE NO. 8789 (Cont.)

Classification	Bi-Weekly Pay Range Min/Max	Overtime Eligibility
Water Maintenance Worker I	919.20 / 1292.00	40 hrs/week
Water Maintenance Worker II	989.60 / 1392.80	40 hrs/week
Wireman I	1148.00 / 1615.20	40 hrs/week
Wireman II	1332.00 / 1873.60	40 hrs/week

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

Classification	Bi-Weekly Pay Range Min/Max	Overtime Eligibility
Police Captain	1491.00 / 2045.66 <u>1400.00 / 1920.80</u>	40 hrs/week
Police Officer*	1057.56 / 1478.40 <u>1007.20 / 1408.00</u>	40 hrs/week
Police Sergeant*	1345.63 / 1843.82 <u>1257.60 / 1723.20</u>	40 hrs/week

Pay Schedule Variation*

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

Classification	Bi-Weekly Pay Range Min/Max	Overtime Eligibility
Fire Captain	1361.88 / 1917.00	212 hrs/28 days

ORDINANCE NO. 8789 (Cont.)

Firefighter / EMT	1004.40 / 1432.08	212 hrs/28 days
Firefighter / Paramedic	1109.16 / 1637.28	212 hrs/28 days

SECTION 6. The currently occupied classifications of officers and employees of the City of Grand Island within the Planning Department, and the ranges of compensation (salary and wages, excluding shift differential as provided by contract) to be paid for such classifications, and the number of hours and work period which certain such officers and employees within the Planning Department shall work prior to overtime eligibility are as follows:

Classification	Bi-Weekly Pay Range Min/Max	Overtime Eligibility
Planning Director	1636.46 / 2302.26	Exempt
Planning Secretary	842.95 / 1185.74	40 hrs/week
Planning Technician	1182.44 / 1663.66	40 hrs/week

SECTION 7. The classification of employees included under labor agreements with the City of Grand Island, and the ranges of compensation (salary and wages, excluding shift differential as provided by contract) to be paid for such classification, and the number of hours and work period which certain such employees shall work prior to overtime eligibility area as stated above. All full-time fire fighters and police officers shall be paid a clothing and uniform allowance in addition to regular salary. All full-time fire fighters shall be paid a clothing and uniform allowance in addition to regular salary in the amount of \$80.00 per month. All full-time police officers shall be paid a clothing and uniform allowance in addition to regular salary of ~~\$50.00~~ ~~\$48.84~~ per month. Full-time police officers may also receive a reimbursement toward the purchase of body armor, not to exceed \$400. Full-time fire fighters and fire captains may receive

ORDINANCE NO. 8789 (Cont.)

a one-time uniform acquisition allowance of up to \$850. Full-time fire fighters, fire captains, Fire Operations Division Chief, Fire Prevention Division Chief, Fire Training Division Chief, and EMS Division Chief may receive an annual stipend for longevity not to exceed \$520. If any such fire fighter or police officer shall resign, or his or her employment be terminated for any reason whatsoever, the clothing allowance shall be paid on a prorata basis, but no allowance shall be made for a fraction of a month.

Non-union employees and employees covered by the AFSCME labor union, the FOP labor union, and the IBEW labor union may receive an annual stipend not to exceed \$500 for bilingual pay.

Utilities Department personnel in the IBEW bargaining unit and the classifications of Meter Reading Supervisor, Power Plant Superintendent, Power Plant Supervisor, Electric Distribution Superintendent, Electric Distribution Supervisor, Water Superintendent, Water Supervisor, Electric Underground and Substation Superintendent, Electric Underground and Substation Supervisor, and Engineering Technical Supervisor shall be eligible to participate in a voluntary uniform program providing an allowance up to \$18.00 per month. When protective clothing is required for Utilities Department personnel in the IBEW, the City shall pay 60% of the cost of providing and cleaning said clothing and the employees 40% of said cost. Public Works Department personnel in the AFSCME bargaining unit shall be eligible to participate in a voluntary uniform program providing an allowance up to \$18 per month. Full-time Shop Garage Division personnel shall receive a uniform allowance of \$12 biweekly. Public Works Department personnel in the job classifications Equipment Mechanic Supervisor, Garage Superintendent, and Equipment Mechanic shall receive a tool allowance of \$10 biweekly.

ORDINANCE NO. 8789 (Cont.)

Parking Monitors may receive a one-time uniform acquisition allowance of \$250 upon employment and an annual allowance thereafter of \$100.

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

(A) For all employees except those covered in the IAFF and AFSCME bargaining agreement, the City will include in the second paycheck in January of each year, payment for an employee's unused sick leave in excess of 960 hours accrued in the preceding calendar year. The compensation will be at the rate of one-half day's pay based on the employee's current pay rate at the time of such compensation, for each day of unused sick leave which exceeds 960 hours accrual of the preceding year.

For those employees covered in the AFSCME bargaining agreement, the City will include in the paycheck in January of each year, payment for an employee's unused sick leave in excess of 968 hours accrued in the preceding calendar year. The compensation will be at the rate of one-half day's pay based on the employee's current pay rate at the time of such compensation, for each day of unused sick leave which exceeds 968 hours accrual of the preceding year.

For those employees covered in the IAFF bargaining agreement, the City will include in the second paycheck in January of each year, payment for an employee's unused sick leave in excess of 2,880 hours accrued in the preceding calendar year. The compensation will be at the rate of one-quarter day's pay based on the employee's current pay rate at the time of such compensation, for each day of unused sick leave which exceeds 2,880 hours accrual of the preceding year.

ORDINANCE NO. 8789 (Cont.)

(B) All employees except those covered in the fire department bargaining agreement shall be paid for one-half of their accumulated sick leave at the time of their retirement, the rate of compensation to be based on the employee's salary at the time of retirement. Employees covered in the fire department bargaining agreement shall be paid for one quarter of their accumulated sick leave at the time of their retirement, the rate of compensation to be based upon the employee's salary at the time of retirement.

(C) Department heads shall be paid for one-half of their accumulated sick leave, not to exceed 30 days of pay, upon their resignation, the rate of compensation to be based upon the salary at the time of termination. Compensation for unused sick leave at retirement shall be as provided above.

(D) The death of an employee shall be treated the same as retirement, and payment shall be made to the employee's beneficiary or estate for one-half of all unused sick leave.

SECTION 9. The city administrator shall receive a vehicle allowance of \$300 per month in lieu of mileage for use of personal vehicle travel within Hall County, payable monthly.

SECTION 10. Reimbursed expenses which are authorized by Neb. Rev. Stat. §13-2201, et. seq., the Local Government Miscellaneous Expenditure Act and/or which the Internal Revenue Service requires to be reflected on an employee IRS Form W-2 at year end, are hereby authorized as a payroll entry.

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

ORDINANCE NO. 8789 (Cont.)

SECTION 12. Salary adjustments to be received as a result of this ordinance shall become effective with the pay period beginning on October 7, 2002.

SECTION 13. Ordinance No. 8769 and all other ordinances and parts of ordinances in conflict herewith be, and the same are, hereby repealed.

SECTION 14. This ordinance shall be in full force and take effect from and after its passage and publication in pamphlet form in one issue of the Grand Island Independent as provided by law.

Enacted: December 17, 2002.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, December 17, 2002

Council Session

Item G1

Receipt of Official Documents - Tort Claim Submitted by Robert Werth

The City of Grand Island has received a Tort Claim from Robert Werth alleging certain claims in connection with a traffic stop that took place in Grand Island on August 28, 2002. A copy of this claim is attached to comply with the Nebraska Political Subdivision Tort Claims Act. This is not an item for council action other than to simply acknowledge that the claim has been received. It is recommended that Council take no action other than acknowledging receipt of the claim.

Staff Contact: RaNae Edwards

City Clerk
100 East First Street
Grand Island, NE 68801



Robert Werth
5220 S. 40th St. #49C
Lincoln, NE 68516
(402)421-8939

Ms Edwards,

I would like to file a tort claim concerning events that took place in Grand Island on August 28, 2002.

On the afore mentioned date at approximately 1:30 PM I was pulled over by officer James Colgan #422 for no more reason than I was wearing what he believed might be an illegal helmet. I have been told by attorneys that it is illegal for an officer to pull a person over only to inspect their equipment, basically constituting false arrest. Officer Colgan then proceeded to offer to let me off with a warning if I was to make a donation of my helmet to the Grand Island Police department. When I asked the officer if he was trying to blackmail me he became very irate and proceeded to lecture and berate me. This culminating with officer Colgan threatening me with taking me to jail and to impound my bike, because I called him "A thieving son of a bitch" for trying to take my property without reason. Officer Colgan also forced me to stand at the back of the patrol car in the frisking position over the cars exhaust. Officer Colgan confiscated my helmet for evidence in the case. This action, as I have been told by attorneys, is an illegal search and seizure resulting from the illegal stop.

On October 4, 2002 the case, #TR 02 4834, went to trial. During the trial Officer Colgan testified that because my helmet did not have a DOT sticker or liner tag it was an illegal helmet. This is not true, making the officers testimony perjury and denying me my right to a fair trial.

The NHTSA standard only governs the initial point of sale. After the helmet is in private ownership that owner may modify the helmet in any way that he or she sees fit as long as it still meets the state's requirements. Which, in the state of Nebraska are a shell, liner, padding, and a chin strap. All of these requirements were met by my helmet as testified to by the officer. Modified helmets may then be passed from private owner to private owner without having to meet compliancy of the NHTSA standard.

The charges I have leveled in this letter are serious and require a serious investigation by your office. I have been told that Officer Colgan likes to brag about how many helmets like mine he has basically stolen from bikers. If this is true I believe that Officer Colgan and an unknown number of other officers in the

CC: Degetl
M. Colgan
Police
11 27 02

GIPD are guilty of profiling bikers for illegal stops and illegally seizing their property. A direct violation of our civil rights.

In summary I would like the GIPD, and especially Officer Colgan investigated and punished for civil rights violations, extortion, illegal search and seizure, false arrest, and giving false and misleading testimony in court. I am including a copy of a letter sent to me by the NHTSA substantiating my claims of perjury against the officer.



11/23/2002

Robert Werth

Albert G. Hayeck, Esq.

75 Bowker Street

Worcester, MA 01604

Dear Mr. Hayeck:

This responds to your letter seeking information about the labeling requirements in Federal Motor Vehicle Safety Standard No. 218, Motorcycle Helmets (49 CFR §571.218). Your letter correctly notes that section S5.6.1 of Standard No. 218 requires that motorcycle helmets be permanently labeled with a "DOT" mark as a certification that the helmet complies with Standard No. 218. Your review of Standard No. 218 indicates that the Standard does not prohibit owners of helmets from removing or obscuring the "DOT" certification mark. You ask if removing or covering the "DOT" certification mark is lawful.

By way of background information, the National Highway Traffic Safety Administration (NHTSA) has the authority under Chapter 301 of Title 49, U.S. Code, to establish Federal motor vehicle safety standards (FMVSSs) applicable to new motor vehicles and new items of motor vehicle equipment, including motorcycle helmets. This statute requires each person manufacturing, selling, or offering for sale any new vehicle, or item of equipment, covered by an FMVSS, to ensure that the new vehicle or equipment item is certified as meeting all applicable FMVSSs.

The "DOT" certification mark and other required labels provide important information regarding the helmet, including the fact that the manufacturer has certified that the helmet meets Standard No. 218. Section S5.6.1 of the Standard requires that each helmet be permanently and legibly labeled with certain warnings, identifying information, size, and the DOT certification mark. Any helmet intended for highway use, must, at the time of sale, be permanently marked as directed by S5.6.1. Our agency requires permanent marking of these items because we believe this information is needed for the life of the helmet.

After the first sale of the helmet to a consumer, Federal law does not impose any obligation on users of the helmet to maintain it in its original state of compliance. Thus, a consumer may remove or obscure the "DOT" marking without violating Federal law. However, removing or obscuring the certification mark or otherwise modifying the helmet to degrade its performance may have an impact on the user under state laws requiring the use of compliant helmets.

Section 30122(b) of Title 49 of the United States Code, 49 U.S.C. §30122(b), provides that manufacturers, distributors, dealers, or repair businesses may not knowingly make inoperative any part of a device or element of design installed in a vehicle or item of equipment under applicable Federal motor vehicle safety standards. In this case, the label on motorcycle helmets is a device or element of design installed on the helmet in

compliance with Standard No. 218. If a manufacturer, distributor, dealer, or repair business removed that label, then those entities would be rendering the label inoperative, in violation of Federal law. While individual owners of motorcycle helmets are not subject to the "make inoperative" requirement, we urge owners of helmets not to degrade the safety of the equipment.

The individual States are free to establish requirements for the use of motorcycle helmets, including a requirement that helmets used on state highways comply with Standard No. 218. States can prohibit an owner from removing or covering the label or impose sanctions for the use of an unlabeled helmet.

I hope this information is helpful. If you have any further questions or need some more information on this subject, please do not hesitate to contact Mr. Otto Matheke of my staff at this address, or by telephone at (202) 366-2992.

Sincerely,

John Womack

Acting Chief Counsel

NCC-20:OMatheke:mar:11/2/01:62992:OCC 23642

cc: NCC-01 Subj/Chron, interp. 218, Redbook (2)

U:\NCC20\INTERP\218\23642ogm.doc



City of Grand Island

Tuesday, December 17, 2002

Council Session

Item G2

Approving Minutes of December 3, 2002 City Council Regular Meeting

*The Minutes of December 3, 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

December 3, 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 December 3, 2002. Notice of the meeting was given in the Grand Island Independent on November 27, 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 Reverend Jim Keyser, Trinity United Methodist Church, 511 North Elm Street.

PRESENTATIONS AND PROCLAMATIONS:

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

Recognition of Kermit Hasselman, Meter Reader/Finance Department for 35 Years of Service. David Springer, Finance Director presented Kermit Hasselman, Meter Reader/Finance Department employee a certificate for 35 years of dedicated service to the City of Grand Island.

CITY COUNCIL REORGANIZATION:

Approving Minutes of November 25, 2002 City Council Special Meeting: Motion by Sorensen, second by Seifert, carried unanimously to approve.

Approving Minutes of November 26, 2002 City/County Joint Special Meeting. Motion by Sorensen, second by Seifert, carried unanimously to approve.

Approving Minutes of November 26, 2002 City Council Regular Meeting. Motion by Sorensen, second by Seifert, carried unanimously to approve.

Acceptance of Election Certificate: City Clerk RaNae Edwards reported that State law required the governing body to formally accept the certificate of election issued by the Hall County Election Commissioner for the November 5, 2002 City Council and Mayoral election. Motion by Sorensen, second by Seifert, carried unanimously to approve.

Presentation to Outgoing Mayor Gnadt and Councilmembers Glen Murray, Bob Sorensen and Tom Ward. Council President Seifert and Mayor Gnadt presented a plaque to Councilmember Glen Murray, Bob Sorensen and Tom Ward and thanked them for their service to the City of Grand Island. Council President Seifert presented Mayor Ken Gnadt with a plaque and thanked him for his service and leadership to the City of Grand Island over the last 8 years.

Comments by Outgoing Mayor and Councilmembers. Councilmember Ward spoke of the vision for the future, Councilmember Murray thanked his ward and listed 10 issues that had taken place while he was in office, Councilmember Sorensen said he had enjoyed the years of service. Mayor Gnadt mentioned the memories over the last eight years and thanked the community and council.

Administration of Oath to Newly Elected Mayor and Councilmembers. . City Clerk RaNae Edwards administered the Oath of Office to newly elected Mayor Jay Vavricek. Ms. Edwards then administered the Oath of Office to newly elected Councilmembers Robert Meyer, Mitchell Nickerson and Don Pauly, and returning Councilmembers Larry Seifert and Gale Larson

Comments by Newly Elected Officials: Councilmembers Seifert, Larson, Meyer, Nickerson, Pauly and Mayor Vavricek, made comments.

The new City Council was called to order. Mayor Vavricek and Councilmembers Robert Meyer, Fred Whitesides, Jackie Pielstick, Gale Larson, Mitchell Nickerson, Larry Seifert, Don Pauly, Margaret Hornady, Scott Walker and Joyce Haase were present. Comments were made by Mayor Vavricek and Councilmembers Meyer, Larson, Nickerson, Seifert, and Pauly..

Election of City Council President: City Clerk RaNae Edwards reported that the City Council was required to elect one Councilmember to the office of Council President for a term of one year and that the Council President automatically assumed the duties of the Mayor in the event that the Mayor was absent or otherwise unable to fulfill his duties. Councilmember Seifert nominated Councilmember Larson. Councilmember Haase nominated Councilmember Pielstick. Motion by Seifert, second by Hornady, carried unanimously to cease nominations.

City Clerk RaNae Edwards called for the first ballot. It was reported that Councilmember Larson had received 5 votes and Councilmember Pielstick had received 5 votes. A second round of ballots was conducted. Ms. Edwards reported that Councilmember Larson had received 5 votes and Councilmember Pielstick had received 5 votes. Mayor Vavricek exercised his Mayoral right to break the tie vote by casting his vote for Councilmember Larson.

Motion by Whitesides, second by Seifert, carried unanimously to make the vote a unanimous one for Gale Larson as City Council President. Councilmember Larson abstained.

ORDINANCES:

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

#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)

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

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 Hornady 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: Ordinance #8787 on first reading. All those in favor of the passage of this ordinance on first reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

City Clerk: Ordinances #8784 and #8787 on final passage. All those in favor of the passage of these ordinances on final passage, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

Mayor: By reason of the roll call votes on first reading and then upon final passage, Ordinances #8784 and #8787 are declared to be lawfully passed and adopted upon publication as required by law.

CONSENT AGENDA: Motion by Seifert, second by Hornady, carried unanimously to approve the Consent Agenda.

Approving Appointments of Sister Mary Frances A. Havel and Mary A. Ingram to Grand Island Public Library Board of Directors to Fill Vacancies Beginning December 9, 2002 and Expiring June 30, 2006.

#2002-371 – Approving Electric Interconnection and Interchange Agreement – Proposed Amendment #4 with Nebraska Public Power District.

#2002-372 – Approving Change Order #2 – Burdick Station GT-2 and GT-3 Combustion Turbine Project with The Industrial Company of Steamboat Springs, Colorado for an Increase of \$283,515.99 and a Modified Contract Sum of \$11,986,513.42.

#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.

#2002-374 – Approving Bid Award for the Following Police Equipment: Glock Model 21 and 30 Guns, Night Sights, Magazines and Nameplates to OMB Police Supply of Lenexa, Kansas; Leather Equipment to Law Enforcement Equipment Company of Kansas City, Missouri; Whistle and Collar Brass to Alamar Uniforms of Omaha, Nebraska; Flashlights to Streicher’s of Minneapolis, Minnesota; and Batons and Police Gear Bags to Jack’s Uniform & Equipment of South Sioux City, Nebraska.

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

REQUEST AND REFERRALS:

Consideration of Appointment of City Attorney. Mayor Vavricek reported that the city of Grand Island has had the position of City Attorney open since October 4, 2002. The process to fill this position 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 had 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 made him a strong candidate for the position.

Motion by Councilmember Larson, second by Hornady, unanimously approved. Motion adopted.

Mayor Vavricek introduced Doug Walker who then said a few words.

RESOLUTIONS:

#2002-376 – Approving City Administrator’s Appointment and Employment Contract. Mayor Vavricek reported that City Administrator Marlan Ferguson's initial appointment term expired with the close of Mayor Ken Gnad's term of office. Mayor Vavricek recommended Marlan Ferguson be reappointed to the position of Grand Island City Administrator with renewal of his contract. There were no changes proposed to the contract, except the term would coincide with the term of the Mayor. Councilmember Seifert stated he appreciated Mr. Ferguson’s open door policy and communication skills.

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

PAYMENT OF CLAIMS:

Motion by Whitesides, second by Haase, carried unanimously to approve the Claims for the period of November 27, 2002 through December 3, 2002, for a total amount of \$2,983,299.81.

ADJOURNMENT: The meeting was adjourned at 8:25 p.m.

Respectfully submitted,

RaNae Edwards
City Clerk



City of Grand Island

Tuesday, December 17, 2002

Council Session

Item G3

Approving Minutes of December 10, 2002 City Council Study Session

The Minutes of December 10, 2002 City Council Study Session are submitted for approval. See attached MINUTES.

Staff Contact: RaNae Edwards

OFFICIAL PROCEEDINGS

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL STUDY SESSION

December 10, 2002

Pursuant to due call and notice thereof, a Study Session of the City Council of the City of Grand Island, Nebraska was conducted in the Council Chambers of City Hall, 100 East First Street, on December 10, 2002. Notice of the meeting was given in the Grand Island Independent on December 4, 2002.

Mayor Jay Vavricek called the meeting to order at 7:00 p.m. The following members were present: Councilmembers Meyer, Whitesides, Pielstick, Larson, Nickerson, Seifert, Pauly, Hornady, Walker and Haase. The following City Officials were present: City Administrator Marlan Ferguson, City Clerk RaNae Edwards, Public Works Director Steve Riehle and Finance Director David Springer.

PLEDGE OF ALLEGIANCE was said.

Update and Presentation by Subcommittees on Comprehensive Plan Goals. Chad Nabity, Regional Planning Director reported that as part of the update of the Grand Island Comprehensive Plan eight subcommittees were formed to study and recommend goals, policies and objectives regarding a variety of issues. Mr. Nabity explained the process and purpose of the subcommittees. The following subcommittees made presentations:

Streets and Transportation: Tom Pirnie and Ray Stander presented the committees report. The mission of the Streets and Transportation committee was to plan for safe and improved vehicular and pedestrian traffic movement. The goals and objectives were divided into two categories: Capital Projects and Policy Enhancement.

Capital Projects:

- Improve Traffic Flow: North/South Street Connections, Build Union Pacific Railroad Overpasses and Underpasses, Widen US Highway 30 on Second Street between Grant and Greenwich, Improve traffic flow through East/West Improvements, Build East Beltway around City, Build South Locust Street Four Lanes to I80, Widen US Highway 30, Reduce Vehicle/Pedestrian Conflicts, Install Strobe Cross Walk Lights where Shoemaker Trail crosses 13th Street, Build a trail along Capital west of US Hwy 281, Move trail crossing to Anna/Bismark and Locust Street intersection, Improve railroad crossing safety, Prepare for impact of Heartland Events Center, Widen Stolley Park Road, Improvements on Stolley will tie into East Bypass, Prepare for traffic impact of CNH, Increase access to downtown, Improve access for ag related products.

- **Change Policies:** Improve safety for vehicles and pedestrians in Grand Island, More left turn arrows, Flashing yellow advance warning lights, Control access points to arterial streets, and Revise policy to improve driveway safety.

Councilmember Seifert asked Public Works Director Steve Riehle how the safety lights worked. Mr. Riehle explained the strobe light effect. Directional railroad horns were discussed also. Councilmember Meyer questioned the bypass recommendation on Highway 281 and the increased congested traffic flow. Discussion was had concerning Stolley Park Road being four lane instead of three lane. Traffic flow and speed limits were discussed concerning Highway 281 along with flashing yellow lights.

South Locust Corridor U.S. Highway 34 to I-80: David Faimon, Brian Vahle and Tom Ward presented the committee report. The mission of this committee was to make the South Locust corridor attractive for visitors, residents and businesses. The committee defined the South Locust Corridor as that area between Hwy 34 and Camp Augustine Road and between Blaine Street and Stuhr Road. The committee recommended high quality, aesthetically pleasing development within the South Locust corridor, efficiency in moving pedestrian, bicycle, truck, commuter and business traffic between Interstate 80 and Highway 34, encouraged the redevelopment of the tree lined vista, extend sewer and water along the South Locust corridor, inform the traveling public of the products, services and opportunities, and protect the Grand Island Municipal Well Fields.

John Luna, 712 East 8th Street questioned the size of the commercial development. Chad Nabity, Regional Planning Director explained the total width was approximately 2 miles.

Hazard Mitigation: Dianne Miller, Paul Gomes, and Pat O'Neill presented the committees report. The mission of this committee was to lessen the effects and cost of disaster to the community through hazard mitigation projects, policies and regulations. Mentioned were the Project Impact program, education, monitoring and response staff, Standard Emergency Operating Guide, protection of public facilities, disposal of hazardous and non-hazardous products, decommissioning abandoned wells, groundwater levels, public awareness to natural hazards, and truck and rail traffic transporting hazardous materials.

City Image and Community Beautification: Marvin Webb and Mark Allen presented the recommendations of this committee. Included were: marketing the community, Capitalize on the assets of Grand Island, Support existing efforts such as code enforcement, create an atmosphere which nurtures a thriving and progressive community, enhance entrances into Grand Island, and enhance green space development and efforts.

John Luna, 712 East 8th Street, mentioned concerns about code enforcement, neglecting 4th Street, and money spent going south of town instead of in town.

Land Use/Zoning: Mike Yost stated the mission statement of this committee was to encourage regulations for the use of the land, which provide flexibility while protecting infrastructure and quality development. Recommendations mentioned were Land Use Planning, Zoning and Infrastructure Planning, balance existing prescriptive based zoning and subdivision criteria, promote multiple uses for drainage to create green space, and encourage school sites to be multiple use.

Economic Development: Ernie Thayer, Carol Nowka and KC Henke presented the committees report. The mission statement of this committee was to facilitate the creation of jobs and economic opportunities for the region, by stimulating the expansion of existing business and attracting new enterprises, while enhancing our quality of life. Recommendations were: secure a continuous source of funding for incentives and improvements, education/training system to provide skilled and diversified workforce, recruit new workers, affordable owner occupied housing, infrastructure to support new and expanded industries, diversified economic base, cooperation between the city and county, transportation systems, cooperation between the communities in the Tri-cities area, and community pride and awareness.

John Luna, 712 West 8th Street, made a comment concerning accountability.

Public Safety, Facilities and Utilities: Duane Donaldson presented the recommendations of this committee. Recommended were: upgrading all public facilities and utilities, security for all public facilities, increase revenue with public enterprise projects, better quality of life, and preserve and protect the historical integrity of buildings in Grand Island.

Discussion was had concerning acquiring addition land for a buffer zone with regards to the Wastewater Treatment Plant.

Parks, Recreation and Leisure: Chuck Lentz presented the committees recommendations as follows: provide parks to impact every citizen of Grand Island, work with schools to provide mutual benefits in development of new sites, proactive in land acquisition for development of future parks and hike/bike trails, prioritize development of new parks, incorporate the hike/bike trail to connect to park facilities, schools and shopping centers, detention cell be used for recreational use as well as storm overflow control, and prioritize funding to provide for continued growth.

Mr. Nabity state these recommendations would be forwarded to JEO Consulting Group and the Steering Committee for the Grand Island Comprehensive Plan. The Steering Committee and JEO would prioritize the goals as the comprehensive plan developed. These goals and the plan would be presented to the Hall County Regional Planning Commission and the Grand Island City Council for adoption early in 2004.

ADJOURNMENT: The meeting was adjourned at 9:10 p.m.

Respectfully submitted,

RaNae Edwards
City Clerk



City of Grand Island

Tuesday, December 17, 2002

Council Session

Item G4

Approving Councilmember Appointments to Boards and Committees

The following appointments are submitted for approval:

Legislative Committee - League Board: Margaret Hornady

Regional Planning Commission: Joyce Haase and Mitch Nickerson

Joint City/County Facilities: Fred Whitesides and Scott Walker

Downtown Development Board: Margaret Hornady and Jackie Pielstick

Transportation Committee: Scott Walker and Bob Meyer

Community Development Board: Jackie Pielstick

Systems (Information): Gale Larson

Grand Island Economic Development Corporation Board: Gale Larson and Don Pauly

Board of Health: Mitch Nickerson

Problem Resolution Team: Jackie Pielstick and Don Pauly

City/County Communications: Larry Seifert, Fred Whitesides, and Scott Walker

Building Code Advisory Board: Bob Meyer

Natural Gas Rate Area Representative: Gale Larson

Library Board Liaison: Scott Walker

The appointments shall become effective upon approval, and expire in one year.

Staff Contact: Mayor Vavricek



City of Grand Island

Tuesday, December 17, 2002

Council Session

Item G5

Approving Appointments to the Plumbing Board

The following individuals have express their willingness to serve on the City of Grand Island Plumbing Board for a two year term 2003/2004. Doug Hough and Eric Rose as Master Plumbers, Ryan King as a Health Department Representative, Clark Kalkowski and Craig Lewis as Ex-Officio members. The above recommendations are made in compliance with the Grand Island City code and approval is requested.

Staff Contact: Craig Lewis



City of Grand Island

Tuesday, December 17, 2002

Council Session

Item G6

Approving Appointments to the Gas Fitters & Appliance Installers Board

The following individuals have expressed their willingness to serve on the City of Grand Island Gas Fitters & Appliance Installers Board for the year 2003. Norm Nietfeldt, Master Plumber, Mike McElroy, Master Gas Fitter, Loren Peterson, Gas Company Representative, and Clark Kalkowski and Craig Lewis as Ex-Officio members. The above recommendation is made in compliance with the Grand Island City Code and approval is requested.

Staff Contact: Craig Lewis



City of Grand Island

Tuesday, December 17, 2002

Council Session

Item G7

Approving Appointments to the Electrical Board

The following individuals have expressed their willingness to serve on the City of Grand Island Electrical Board for the year 2003. Gene Miester, Master Electrician, Doug Fangmeier, Journeymen Electrician, Pat Bittner, Utility Department Representative, Bruce Kleint, General Public Representative, and Dean Mathis and Craig Lewis as EX-Officio members. The above recommendations are made in compliance with the Grand Island City Code and approval is requested.

Staff Contact: Craig Lewis



City of Grand Island

Tuesday, December 17, 2002

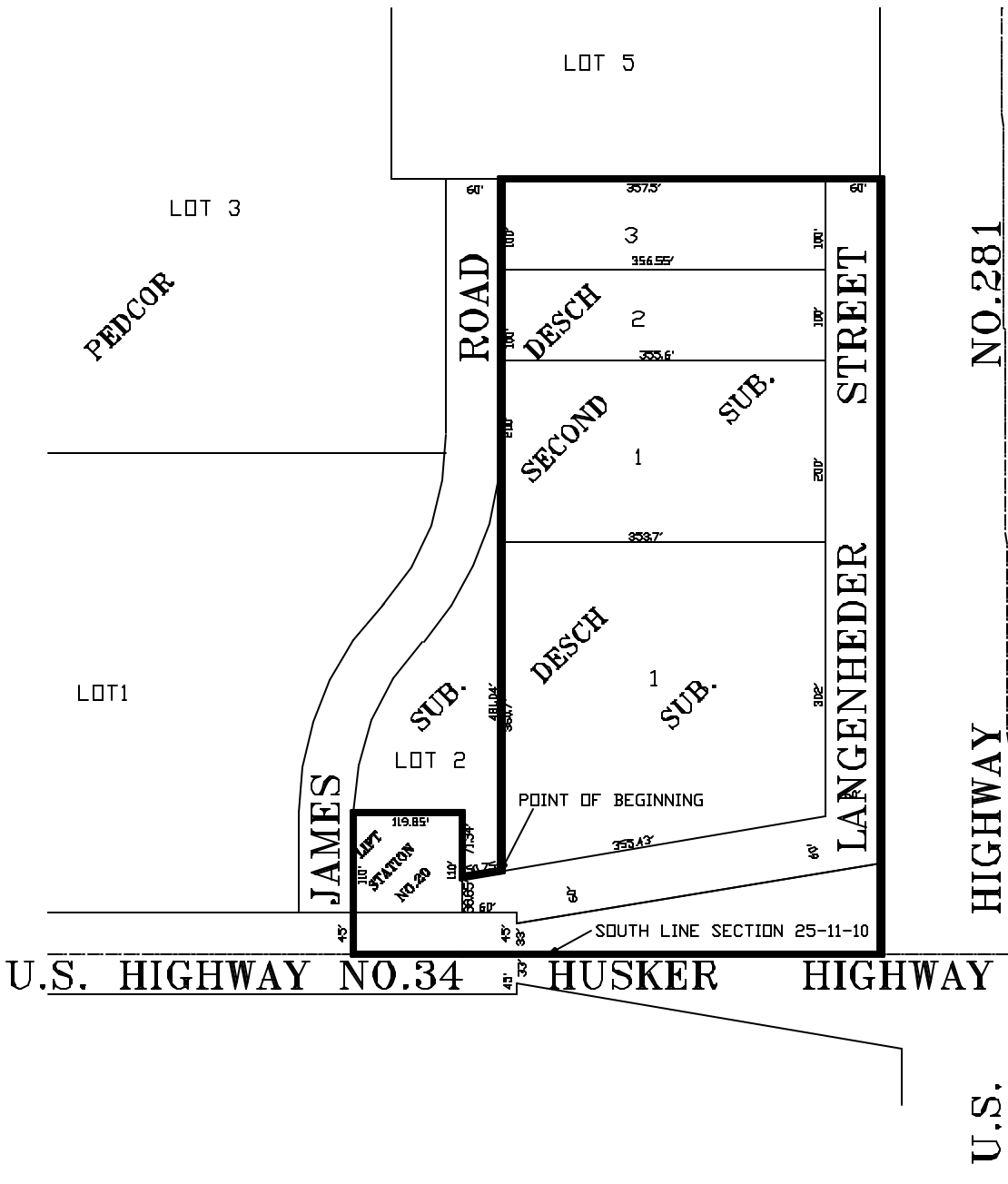
Council Session

Item G8

#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.

Sanitary Sewer District 508 was created by the City Council on October 8, 2002. Legal Notice of the creation of the District was published in the Grand Island Independent on October 15, 2002. A letter with a copy of the Ordinance and Notice was also mailed to all property owners on October 15, 2002. Council action is required to continue the District. Sanitary Sewer District 508 completed the 30-day protest period at 5:00 p.m. Thursday, November 14, 2002. There were no valid protests filed against this District. There were protests filed by two owners whose right of protest had been waived by Subdivision Agreement, representing 42.74% of the frontage. Accordingly, this District may be continued and constructed. It is recommended that the Council continue the District. All of the costs of the District will be assessed to the benefiting properties.

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



SANITARY SEWER DISTRICT 508

EXHIBIT "A"

CITY OF
GRAND ISLAND
 PUBLIC WORKS DEPARTMENT

DATE: 10/1/02
 DRN BY: L.D.C.
 SCALE: 1"=200'

PLAT TO ACCOMPANY
 ORDINANCE NO. 8778

R E S O L U T I O N 2002-363

WHEREAS, Sanitary Sewer District No. 508 was created by Ordinance No. 8778 on October 8, 2002; and

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

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

WHEREAS, the protest period ended on November 14, 2002, and no valid protests have been filed against the creation of such district.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that no valid protests have been filed with the City Clerk against the creation of Sanitary Sewer District No. 508, therefore such district shall be continued and constructed according to law.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, December 17, 2002.

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
December 12, 2002	☐ City Attorney



City of Grand Island

Tuesday, December 17, 2002

Council Session

Item G9

#2002-377 - Approving City Council Meeting Schedule for 2003

It is customary each December for the City Council to formally establish its regular meeting and study session schedules for the following calendar year. The City Clerk has prepared the proposed 2003 meeting schedule. This provides for the first City Council meeting to be a Study Session on January 7, 2003. Approval is recommended. See attached Proposed 2003 City Council meeting dates.

Staff Contact: RaNae Edwards

**PROPOSED
2003 CITY COUNCIL MEETINGS**

2003 City Council Meetings

January 14, 2003
January 28, 2003
February 11, 2003
February 25, 2003
March 11, 2003
March 25, 2003
April 8, 2003
April 22, 2003
May 6, 2003
May 20, 2003
June 10, 2003
June 24, 2003
July 8, 2003
July 22, 2003
August 12, 2003
August 26, 2003
September 9, 2003
September 23, 2003
October 14, 2003
October 28, 2003
November 4, 2003
November 18, 2003
December 9, 2003
December 23, 2003

2003 City Council Study Sessions

January 7, 2003
January 21, 2003
February 4, 2003
February 18, 2003
March 4, 2003
March 18, 2003
April 1, 2003
April 15, 2003
May 13, 2003
June 3, 2003
June 17, 2003
July 1, 2003
July 15, 2003
August 5, 2003
August 19, 2003
September 2, 2003
September 16, 2003
October 7, 2003
October 21, 2003
November 25, 2003
December 2, 2003
December 16, 2003

RESOLUTION 2002-377

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City Council of the City of Grand Island, Nebraska will meet in the Council Chambers, 100 East First Street at 7:00 p.m. on the below-mentioned dates, and that the City Council of the City of Grand Island, Nebraska will meet in Study Session in the Community Meeting Room of City Hall, 100 East First Street at 7:00 p.m. on the following dates:

2003 City Council Meetings:

January 14, 2003
January 28, 2003
February 11, 2003
February 25, 2003
March 11, 2003
March 25, 2003
April 8, 2003
April 22, 2003
May 6, 2003
May 20, 2003
June 10, 2003
June 24, 2003
July 8, 2003
July 22, 2003
August 12, 2003
August 26, 2003
September 9, 2003
September 23, 2003
October 14, 2003
October 28, 2003
November 4, 2003
November 18, 2003
December 9, 2003
December 23, 2003

2003 City Council Study Sessions:

January 7, 2003
January 21, 2003
February 4, 2003
February 18, 2003
March 4, 2003
March 18, 2003
April 1, 2003
April 15, 2003
May 13, 2003
June 3, 2003
June 17, 2003
July 1, 2003
July 15, 2003
August 5, 2003
August 19, 2003
September 2, 2003
September 16, 2003
October 7, 2003
October 21, 2003
November 25, 2003
December 2, 2003
December 16, 2003

- - -

Adopted by the City Council of the City of Grand Island, Nebraska on December 17, 2003.

Approved as to Form ? _____ December 12, 2002 ? City Attorney
--

RaNae Edwards, City Clerk

Approved as to Form ? _____
December 12, 2002 ? City Attorney



City of Grand Island

Tuesday, December 17, 2002

Council Session

Item G10

#2002-378 - Approving Certificate of Final Completion and Setting Board of Equalization for Sidewalk District No 1, 2002

A Contract, in the amount of \$4,360.00 for Sidewalk District No. 1, 2002 was awarded to The Diamond Engineering Company of Grand Island on October 22, 2002 and signed November 4, 2002. Work on the project was completed in November. This project was completed at a construction price of \$4,217.20. Total cost of the project, including Engineering Services is \$4,598.92. Costs for the project break down as follows:

*Original Bid \$ 4,360.00
Under runs (\$ 142.80)
Change Orders (none) \$ 0
Engineering \$ 381.72
Easements (none) \$ 0
Total Cost \$ 4,598.92*

It is recommended that Council accept the Certificate of Final Completion and schedule the Board of Equalization for January 28, 2003. The majority of costs for this project will be assessed to the adjacent properties except \$400.00 for fill material.

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

RESOLUTION 2002-378

WHEREAS, the Public Works Director of the City of Grand Island has issued a Certificate of Final Completion for Sidewalk District No. 1, 2002, certifying that The Diamond Engineering Company of Grand Island, Nebraska, under contract dated November 4, 2002, has completed such project according to the terms, conditions, and stipulations for such improvements; and

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

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

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

1. The Public Works Director's Certificate of Final Completion for Sidewalk District No. 1, 2002, is hereby confirmed.
2. A warrant be issued from Account No. 40033535-90072 in the amount of \$4,217.20 payable to The Diamond Engineering Company for the total amount due the contractor.
3. The costs of engineering in the amount of \$381.72 be credited to Account No. 100.130.04516 from Account No. 40033535-90072.
4. The City Council will sit as a Board of Equalization on January 28, 2003 to determine benefits and set assessments for Sidewalk District No. 1, 2002.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska on December 17, 2002.

RaNae Edwards, City Clerk

Approved as to Form	?
December 12, 2002	? City Attorney



City of Grand Island

Tuesday, December 17, 2002

Council Session

Item G11

#2002-379 - Approving Certificate of Final Completion and Setting Board of Equalization for Street Improvement District 1234, Juergen Road in the Platte Valley Industrial Park

A Contract in the amount of \$133,379.18 for Street Improvement District 1234 was awarded to The Diamond Engineering Company of Grand Island on October 8, 2002 and signed October 10, 2002. Work on the project was completed in November. This project was completed at a construction price of \$133,379.18. Total cost of the project, including Engineering Services is \$146,717.10. Costs for the project break down as follows:

Original Bid \$ 133,379.18

Under/Overruns \$ 0

Change Orders (none) \$ 0

Engineering \$ 13,337.92

Easements (none) \$ 0

Total Cost \$ 146,717.10

It is recommended that Council accept the Certificate of Final Completion and schedule the Board of Equalization for January 28, 2003. The majority of costs for this project will be assessed to the adjacent properties.

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

RESOLUTION 2002-379

WHEREAS, the Public Works Director of the City of Grand Island has issued a Certificate of Final Completion for Street Improvement No. 1234, certifying that The Diamond Engineering Company of Grand Island, Nebraska, under contract dated October 10, 2002, has completed such project according to the terms, conditions, and stipulations for such improvements; and

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

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

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

1. The Public Works Director's Certificate of Final Completion for Street Improvement District No. 1234, is hereby confirmed.
2. A warrant be issued from Account No. 40033530-90054 in the amount of \$133,379.18 payable to The Diamond Engineering Company for the total amount due the contractor.
3. The costs of engineering in the amount of \$13,337.92 be credited to Account No. 100.130.04516 from Account No. 40033530-90054.
4. The City Council will sit as a Board of Equalization on January 28, 2003 to determine benefits and set assessments for Street Improvement District No. 1234.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska on December 17, 2002.

RaNae Edwards, City Clerk

Approved as to Form	?
December 12, 2002	? City Attorney



City of Grand Island

Tuesday, December 17, 2002

Council Session

Item G12

#2002-380 - Approving Bid Award for Sewer Televising Unit for the Wastewater Treatment Division, Public Works Department

The Wastewater Division of the Public Works Department advertised for bids for one (1) Sewer Televising Unit for use in Division operations on November 19, 2002. The equipment is needed for our sanitary sewer maintenance program. The Public Works Department, Wastewater Division, and the Purchasing Division of the City Attorney's Office have reviewed bids received on December 4, 2002 for the Sewer Televising Unit. Two incomplete bids were received. One complete bid was received from Cues of Orlando, Florida in the amount of \$69,997.00. This bid was less than the estimate of \$80,000.00. It is recommended that the bid be awarded to Cues in the amount of \$69,997.00 for the Sewer Televising Unit as the lowest responsible bid. There are sufficient funds for this purchase in Account No. 53030050-85615.

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



Dale M. Shotkoski, Assistant City Attorney

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: December 4, 2002
FOR: One Sewer Televising Unit
DEPARTMENT: Public Works for Waste Water Treatment Plant
ENGINEER'S ESTIMATE: \$80,000.00
FUND/ACCOUNT: 53030050-85615
PUBLICATION DATE: November 19, 2002
NO. POTENTIAL BIDDERS:

SUMMARY

Bidder:	<u>CUES</u> Orlando, FL	<u>Aries Industries, Inc.</u> Sussex, WI
Bid Security:	American International Companies	
Exceptions:	NONE	REJECTED (bond not separate)
Bid Price:	\$69,997.00 Net	
Bidder:	<u>Municipal Pipe Tool Co., Inc</u> Hudson, Iowa	
Bid Security:	American International Companies	
Exceptions:	REJECTED (no bid security)	
Bid Price:		

cc: Steve Riehle, Public Works Director
Ben Thayer, Supt. Of WWTP Operations & Engineering
RaNae Edwards, City Clerk
Dale Shotkoski, Purchasing Agent

R E S O L U T I O N 2002-380

WHEREAS, the City of Grand Island invited sealed bids for One (1) Sewer Televising Unit for the Waste Water Treatment Plant, according to plans and specifications on file with the City Engineer; and

WHEREAS, on December 4, 2002, bids were received, opened and reviewed; and

WHEREAS, CUES of Orlando, Florida, submitted a bid in accordance with the terms of the advertisement of bids and plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$69,997; and

WHEREAS, CUES' bid is less than the estimate for such equipment.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of CUES of Orlando, Florida, in the amount of \$69,997 is hereby approved as the lowest responsive bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska on December 17, 2002.

RaNae Edwards, City Clerk

Approved as to Form	☐
December 12, 2002	☐ City Attorney



City of Grand Island

Tuesday, December 17, 2002

Council Session

Item G13

#2002-381 - Approivng Adoption of the Grand Island Zoning Map for 2003

This item relates to the aforementioned Public Hearing. The Regional Planning Department has developed the Official Zoning Map in accordance with Section 36-7 of the Grand Island City Code whereby establishing the location, size, shape and boundaries of the zones approved by the City Council for the enforcement of zoning regulations. It has been recommended that the Official Zoning Map be ratified, affirmed, readopted and published on an annual basis. The Regional Planning Commission approved the Official Zoning Map at their December 11, 2002 meeting.

Staff Contact: Chad Nabity

RESOLUTION 2002-381

WHEREAS, an "Official Zoning Map" was developed and is maintained in accordance with Section 36-7 of the Grand Island City Code which establishes the location, size, shape and boundaries of the zones approved by the Grand Island City Council for the enforcement of zoning regulations as provided by the city code; and

WHEREAS, amendments to the Official Zoning Map are made on a regular basis to incorporate changes to the zoning designations of land, changes to the boundaries and zoning jurisdiction of the city due to the subdivision and annexation of land, etc.; and

WHEREAS, it has been suggested that the Official Zoning Map be ratified, affirmed, readopted and published on an annual basis; and

WHEREAS, on December 11, 2002, the Regional Planning Commission approved the ratification, affirmation, re-adoption and publication of the Official Zoning Map; and

WHEREAS, a public hearing was held on December 17, 2002, to hear discussion on the proposed ratification, affirmation, re-adoption and publication of such official zoning map.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Official Zoning Map printed on January 3, 2002 and certified by the City Clerk, is hereby ratified, affirmed, adopted, and published.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska on December 17, 2002.

RaNae Edwards, City Clerk

Approved as to Form	☐
December 12, 2002	☐ City Attorney



City of Grand Island

Tuesday, December 17, 2002

Council Session

Item G14

#2002-382 - Approving Bid Award for (7) Police Interceptor Vehicles

The Grand Island Police Department has submitted a request for awarding a bid for 7 police cruisers. Anderson Ford of Grand Island submitted the only bid and it was within specifications for costs and equipment considerations. There are sufficient funds for this purchase in the police department capital account. Anderson's bid being in the amount of \$23,765.00 per unit or a total of \$166,355 less a trade-in value of \$32,000 for a net total of \$134,355. See attached RESOLUTION.

Staff Contact: Kyle Hetrick



Dale M. Shotkoski, Assistant City Attorney

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: November 26, 2002
FOR: Police Interceptor Vehicles
DEPARTMENT: Police Department
ENGINEER'S ESTIMATE: \$294,000.00
FUND/ACCOUNT: 1002230185625
PUBLICATION DATE: November 15, 2002
NO. POTENTIAL BIDDERS:

SUMMARY

Bidder: Anderson Ford Lincoln Mercury, Inc.
Grand Island, NE
Bid Security: Union Insurance Company
Exceptions: NOTED
Bid Price: \$23,765.00 per unit
\$134,355.00 Net

cc: Gary Piel, Deputy Chief
RaNae Edwards, City Clerk
Dale Shotkoski, Purchasing Agent
Laura Berthelsen, Legal Assistant

P0786

RESOLUTION 2002-382

WHEREAS, the City of Grand Island invited sealed bids for Eight (8) Police Interceptor Vehicles, according to plans and specifications on file with the Purchasing Division of the Legal Department; and

WHEREAS, such invitation for bids was modified to include seven (7) not eight (8) vehicles; and

WHEREAS, on November 26, 2002, one bid was received, opened and reviewed; and

WHEREAS, Anderson Ford Lincoln Mercury, Inc. of Grand Island, Nebraska, submitted a bid in accordance with the terms of the advertisement of bids and plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$23,765.00 per unit or a total of \$166,355, less a trade-in value of \$32,000 for a net total of \$134,355; and

WHEREAS, Anderson Ford's bid is less than the estimate for such vehicles.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Anderson Ford Lincoln Mercury, Inc. of Grand Island, Nebraska, in the amount of \$23,765.00 per unit or a total of \$166,355, less a trade-in value of \$32,000 for a net total of \$134,355 is hereby approved as the lowest responsive bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska on December 17, 2002.

RaNae Edwards, City Clerk

Approved as to Form	☐
December 12, 2002	☐ City Attorney



City of Grand Island

Tuesday, December 17, 2002

Council Session

Item G15

#2002-383 - Approving Safety Glass Contract for 2003 - 2005 - Utilities, Public Works, Parks & Recreation Departments

Background:

Requests for quotes were solicited for safety glass services for the Utilities, Public Works, and Parks & Recreations Departments for the years 2003, 2004, and 2005 on October 30, 2002.

Discussion:

Documents were mailed to eight local vendors, and advertised in The Grand Island Daily Independent on November 1, 2002. Three quotes were returned by the December 20, 2002 5:00 p.m. deadline. They were: Wal Mart Vision Center, Shopko Optical, and Pearle Vision Center, all of Grand Island, NE.

Each department reviewed the quotes received and the majority of the departments recommended Shopko Optical. Recommendation was based on prices quoted, extended hours of service and quality of items purchased. The previous contract for Safety Glasses was with Shopko Optical and the employees were very satisfied with the items purchased and the extended hours. There are sufficient funds in the various departments to cover these costs.

Recommendation:

It is recommended the Council approve award to Shopko Optical of Grand Island, Nebraska for the Safety Glasses services per quote for the years 2003, 2004, and 2005 as the lowest responsible quote.

Alternatives:

As recommended by Council. See attached RESOLUTION.

Staff Contact: Dale Shotkoski



Dale M. Shotkoski, Assistant City Attorney

*Working Together for a
Better Tomorrow, Today*

**REQUEST FOR QUOTES
FOR SAFTEY GLASSES**

QUOTE DUE DATE: November 20, 2002
DEPARTMENT: Utilities, Public Works, & Parks Department
PUBLICATION DATE: November 1, 2002
NO. POTENTIAL BIDDERS:

SUMMARY OF QUOTES RECEIVED

Shopko Eyecare Center
Grand Island, NE

Wal-Mart Vision Center
Grand Island, NE

Pearle Vision
Grand Island, NE

cc: Gary Mader, Utilities Director
Steve Riehle, Public Works Director
Steve Paustian, Parks & Recreation Director
RaNae Edwards, City Clerk
David Springer, Finance Director
Dale Shotkoski, Purchasing Agent

P785

RESOLUTION 2002-383

WHEREAS, the City of Grand Island invited quotes for Safety Glasses for the Utilities, Public Works and Parks and Recreation Departments, according to the City's Request for Quotes on file with the Utilities Administration Office; and

WHEREAS, quotes were due on November 20, 2002; and

WHEREAS, Shopko Optical of Grand Island, Nebraska, submitted a quote in accordance with the terms of the advertisement for quotes and all other statutory requirements contained therein.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the quote of Shopko Optical of Grand Island, Nebraska, for safety glasses for the Utilities, Public Works and Parks and Recreation Departments for the years 2003, 2004 and 2005 for the amounts set out in its quote is hereby approved as the best quote received.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska on December 17, 2002.

RaNae Edwards, City Clerk

Approved as to Form December 12, 2002	_____ City Attorney
--	------------------------



City of Grand Island

Tuesday, December 17, 2002

Council Session

Item G16

#2002-384 - Approving Change Order #1 for Electrical & Control Equipment Installation with Capital Electric

Background:

Major inspection and overhaul outages are planned at Platte Generating Station (PGS) on a five-year rotation. In between these outages, the plant sees nearly continuous operation. Short outages are scheduled when needed to fix what breaks. But because PGS is by far our lowest cost source of electric power, every effort is made to keep that plant on-line. A five-year overhaul was done this fall.

The generator's original control and excitation systems were replaced during this outage. These 25-year-old systems were obsolete and no longer supported by the manufacturer. Specifications were prepared and bids received for this major equipment replacement.

Capital Electric of Kansas City, Missouri was awarded the contract for the installation of these systems on August 27, 2002 in the amount of \$133,500.00.

Discussion:

During the course of the replacement project, additional work, not included in the original specifications, was performed by the contractor at the direction of plant engineering staff. Original equipment junction boxes were replaced with larger units. To accommodate the new equipment, extra wire and conduit was needed to reach some components. DC circuit breakers needed to be switched around, and a new relay power supply was added. These changes were needed to provide a clean installation for the new generator control and excitation system.

Recommendation:

The Utilities Department recommends authorizing this Change Order #1 to the Electrical & Control Equipment Installation Contract at the Platte Generating Station for an addition to the contract price of \$2,450.00. The revised contract amount is \$135,950.00.

Fiscal Effects:

An additional cost of \$2,450.00 from Electric Enterprise Fund 520. There are sufficient funds available.

Alternatives:

None recommended. See attached RESOLUTION.

Staff Contact: Gary Mader;Dale Shotkoski



CHANGE ORDER # 1

TO: Capital Electric Construction Company
ATTN: Mr. Darren Snyder
1428 W 9th Street
P.O. Box 410079
Kansas City, MO 64141

Project: ELECTRICAL & CONTROL EQUIPMENT INSTALLATION - PLATTE GENERATING STATION

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

1. Additional payment to remove and replace J-boxes, run extra wire and conduit to the relay cabinets, change breakers in the DC panel and add a power supply for the new relays.

ADD: \$2,450.00 and/or DELETE: \$

The original Contract Sum	\$ <u>133,500.00</u>
Previous Change Order Amounts	\$ <u>.00</u>
The Contract Sum is increased by this Change Order	\$ <u>2,450.00</u>
The total modified Contract Sum to date	\$ <u>135,950.00</u>

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

APPROVED: **CITY OF GRAND ISLAND**

By: _____ Date _____

Attest: _____
Approved as to Form, City Attorney

ACCEPTED: **CAPITAL ELECTRIC CONSTRUCTION COMPANY**

By: _____ Date _____

RESOLUTION 2002-384

WHEREAS, on August 27, 2002, by Resolution 2002-255, the City Council for the City of Grand Island awarded the bid for electrical and control equipment installation at Platte Generating Station to Capital Electric of Kansas City, Missouri; and

WHEREAS, it has been determined that modifications to the work to be performed by Capital Electric are necessary; and

WHEREAS, such modifications have been incorporated into Change Order No. 1; and

WHEREAS, the result of such modifications will increase the contract amount by \$2,450.

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. 1, between the City of Grand Island and Capital Electric of Kansas City, Missouri to provide the following modifications:

	<u>Amount</u>
Additional payment to remove and replace J-boxes, run extra wire and conduit to the relay cabinets, change breakers in the DC panel and add a power supply for the new relays	\$ 2,450.00

- - -

Adopted by the City Council of the City of Grand Island, Nebraska on December 17, 2002

RaNae Edwards, City Clerk

Approved as to Form	?
December 12, 2002	? City Attorney



City of Grand Island

Tuesday, December 17, 2002

Council Session

Item G17

#2002-385 - Approving Change Order #1 for Boiler Inspection & Repair with Moorhead Machinery & Boiler Company

Background:

Major inspection and overhaul outages are planned at Platte Generating Station (PGS) on a five year rotation. In between these outages, the plant sees nearly continuous operation. Short outages are scheduled when needed to fix what breaks. But because PGS is by far our lowest cost source of electric power, every effort is made to keep that plant on-line. A five year overhaul was done this fall. Prior to this fall's outage, plant staff compiled a list of known repair/replacement needs for the plant boiler. Specifications were prepared and bids taken for this work. Moorhead Machinery & Boiler Company of Minneapolis, Minnesota was awarded the contract for the boiler inspection and repair on July 23, 2002 in the amount of \$312,700.00. The next low bid was \$427,248.00.

Discussion:

The boiler is the device in which the coal is burned to produce the high temperature and pressure steam required to drive the turbine generator. It is 16 stories tall and many of its working components are exposed directly to the coal fire. During the five-year overhauls, time is taken to access, clean, and rig temporary lighting to closely inspect all boiler components exposed to severe temperatures and pressures. This thorough inspection often reveals hidden damage and wear.

During Moorhead Machinery & Boiler Company's inspection, additional repairs and replacement of various eroded piping were needed throughout the boiler. The attached spreadsheet details the additional work performed by Moorhead Machinery & Boiler Company. This work was not included in the original specifications and was required to complete the project. The total changes to the contract are \$98,512.57, for a final contract cost of \$411,212.57.

Each additional work item was reviewed, priced, and approved by plant supervisory staff.

Recommendation:

The Utilities Department recommends authorizing Change Order #1 to the Boiler Inspection and Repair Contract at the Platte Generating Station for an addition to the contract price of \$98,512.57.

Fiscal Effects:

An additional expenditure of \$98,512.57 from Electric Enterprise 520. There are sufficient funds available.

Alternatives:

None recommended. See attached RESOLUTION.

Staff Contact: Gary Mader; Dale Shotkoski

City of Grand Island
Utilities Department
Boiler Inspection and Repair Contract Change Order

(submitted with Memo 12/3/02)

<u>Item</u>	<u>Description</u>
1	Drip screens - The bid included replacing the drip screens at the top of the ash hopper. The screens were furnished by the City and it was found when the boxes were opened that the screens were the wrong size. This is a credit for the labor included in the bid.
2	Steam cooled spacer tube - The steam cooled spacer tube was ordered from Alstom Power and was delivered with more welding required than expected when the boiler work was bid.
3	Burner repairs - There was much more repair required to the 4 burner corners than was included in the bid. 12 of the 16 stationary coal nozzles were replaced, 4 stationary coal nozzles were relocated, 16 coal nozzle tips were replaced, and some linkage was replaced.
4	Replace straight coal pipe - The bid included replacing 13 coal pipe elbows furnished by the City. When the elbows were cut out some adjacent straight pipe was found to be eroded and needed replacement.
5	Replace coal pipe elbow - One additional coal pipe elbow was found to be eroded.
6	Install coal pipe gates - Three gates were installed in the coal pipes so the pipes can be quickly closed and the pulverizers isolated to allow safe repair work.
7	Crossover tubes - It was discovered that an additional 18 inches needed to be welded to each of the crossover tubes furnished by the City to replace all the eroded tubes.
8	Air heater baskets - The cold end air heater baskets were found to be eroded and it was recommended by the Air Preheater Co. serviceman that their life could be extended by turning them over.
9	Tube shields at sootblower IK-4 - It was necessary to install 107 tube shields to protect the tubes from erosion.
10	Tube shields at sootblower IK-14 - It was necessary to install 45 tube shields to protect the tubes from erosion.
11	Turbine studs - This contractor had the air arc equipment available so was assigned to remove broken studs from the turbine shell.
12	Tube shields at sootblowers IK-2 & IK-3 - It was necessary to install 30 tube shields to protect the tubes from erosion.
13	Install membrane - Install a peg fin membrane between the tubes on the upper slope of the boiler to prevent erosion of the refractory.
14	Pad weld tubes - It was discovered that sootblower IK-12 had caused tube erosion past the end of the tube shields in the horizontal superheat section of the boiler. The tubes were pad welded and additional tube shields were installed.
15	Tube shields at sootblowers IK-7, IK-9, & IK-10 - It was necessary to install tube shields to protect the tubes from erosion.
16	Boiler access door - Install a boiler access door furnished by the City on the south side of the boiler to allow inspection and repair to the area next to sootblower IK-12. Drawings were not available prior to the bidding.
17	Furnish ceramic rope - This is the only source that could deliver the material in time.
18	Sales tax - This is the difference between the sales tax on material included with the bid and the sales tax actually paid on material.
19	Additional bonding costs

Total

Amount

\$ (5,579.41)

\$ 527.28

\$ 39,308.63

\$ 3,510.91

\$ 2,767.19

\$ 3,494.51

\$ 2,227.85

\$ 8,031.08

\$ 2,541.21

\$ 5,619.23

\$ 1,330.37

\$ 4,525.72

\$ 4,742.84

\$ 8,164.26

\$ 2,936.89

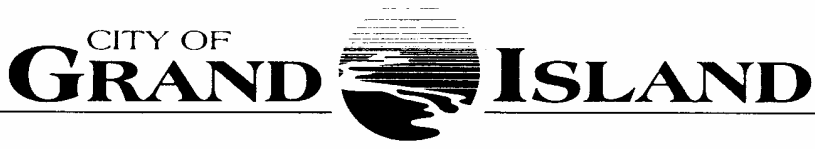
\$ 12,677.00

\$ 2,350.00

\$ (1,012.39)

\$ 349.40

\$ 98,512.57



*Working Together for a
Better Tomorrow. Today.*

CHANGE ORDER # 1

TO: Moorehead Machinery & Boiler Company
ATTN: Mr. James Knop
3477 University Avenue N.E.
Minneapolis, MN 55418

Project: BOILER INSPECTION AND REPAIR CONTRACT CHANGE ORDER -
PLATTE GENERATING STATION

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

1. Additional payment per the attached spreadsheet.

ADD: \$98,512.57 and/or DELETE: _____

The original Contract Sum	\$ <u>312,700.00</u>
Previous Change Order Amounts	\$ <u>.00</u>
The Contract Sum is increased by this Change Order	\$ <u>98,512.57</u>
The total modified Contract Sum to date	\$ <u>411,212.57</u>

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

APPROVED: **CITY OF GRAND ISLAND**

By: _____

Date _____

Attest: _____

Approved as to Form, City Attorney

ACCEPTED: **MOOREHEAD MACHINERY & BOILER COMPANY**

By: _____

Date _____

RESOLUTION 2002-385

WHEREAS, on July 23, 2002, by Resolution 2002-220, the City Council for the City of Grand Island awarded the bid for boiler inspection and repair at Platte Generating Station to Moorhead Machinery & Boiler Company of Minneapolis, Minnesota; and

WHEREAS, it has been determined that modifications to the work to be performed by Moorhead Machinery & Boiler Company are necessary; and

WHEREAS, such modifications have been incorporated into Change Order No. 1 and shown on Exhibit "A" attached hereto; and

WHEREAS, the result of such modifications will increase the contract amount by \$98,512.57.

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. 1, between the City of Grand Island and Moorhead Machinery & Boiler Company of Minneapolis, Minnesota to provide the modifications as identified on the list attached hereto as Exhibit "A".

- - -

Adopted by the City Council of the City of Grand Island, Nebraska on December 17, 2002

RaNae Edwards, City Clerk

Approved as to Form	?
December 12, 2002	? City Attorney



City of Grand Island

Tuesday, December 17, 2002

Council Session

Item G18

#2002-386 - Approving Change Order #1 for Turbine Generator Overhaul with Power Generation Services

Background:

Major inspection and overhaul outages are planned at Platte Generating Station (PGS) on a five-year rotation. In between these outages, the plant sees nearly continuous operation. Short outages are scheduled when needed to fix what breaks. But because PGS is by far our lowest cost source of electric power, every effort is made to keep that plant on-line. A five year overhaul was done this fall.

During this major plant outage, the turbine and generator are completely disassembled, inspected, repaired, and parts replaced as necessary. Specifications were prepared and bids were received for this work.

Power Generation Services, Inc., of Mandan, North Dakota was awarded the contract for this project on July 23, 2002 in the amount of \$478,000.00. Included in the bid was technical support and 300 hours of diaphragm (the diaphragm is a stationary piece between turbine rotating stages that redirects steam flow to the next stage) and turbine blade repair with a unit price per hour for additions or reductions.

Discussion:

During the course of the work adjustments to the contract price were made as the project progressed.

1.The generator collector rings were found to need machining to true up the collector surfaces. Price quotes were solicited from four firms specializing in this type of work. The low bid was from Power Generation Services for \$15,297.50. The next low bid was \$32,500. The work was awarded to Power Generation.

2.The contractor agreed to credit the contract for labor services provided by Utility Department personnel, at the contractor's stated labor rate. A number of plant maintenance mechanics participated in the overhaul project resulting in a contract amount deduct of \$38,420.93.

3.After five years of operation it is expected that the turbine wheels, diaphragms, and valves would have minor dings, cracks, pits and bends that are normally repaired in the field during major overhauls. Three hundred hours of contract labor were included in the original specifications for this anticipated work. Only 245 hours were used, resulting in a deduct to the contract amount of \$2,531.63.

4. During the course of this contract, State sales tax law changed so that contract labor is now taxable, resulting in an addition to the contract amount of \$26,290.00.

The net change order amount is \$634.94.

Recommendation:

It is the recommendation of the Utilities Department that Change Order #1 be approved for a net amount of \$634.94.

Fiscal Effects:

Additional expenditure of \$634.94 from Enterprise Fund 520. There are sufficient funds available.

Alternatives:

None recommended. See attached RESOLUTION.

Staff Contact: Gary Mader; Dale Shotkoski



TO: Power Generation Service, Inc.
 ATTN: Mr. Allan Sveund
 2719 37th Street. NW
 Mandan, ND 58554

CHANGE ORDER # 1

Project: TURBINE GENERATOR OVERHAUL CONTRACT CHANGE ORDER - PLATTE GENERATING STATION

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

- | | |
|---|----------------------|
| 1. Additional charges for machining generator collector rings. | <u>\$15,297.50</u> |
| 2. Addition of Nebraska sales taxes. | <u>\$26,290.00</u> |
| 3. Credit for work performed by Platte Generating Station staff in leu of contract or millrights. | <u>\$(38,420.93)</u> |
| 4. Credit for extra work not required. Specifically 55 hours of labor. | <u>\$(2,531.63)</u> |

ADD: \$ 41,587.50 and DELETE: \$ (40,952.56)

The original Contract Sum	\$ <u>478,000.00</u>
Previous Change Order Amounts	\$ <u>.00</u>
The Contract Sum is increased by this Change Order	\$ <u>41,587.50</u>
The Contract Sum is decreased by this Change Order	\$ <u>(40,952.56)</u>
The total modified Contract Sum to date	\$ <u>478,634.94</u>

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

APPROVED: **CITY OF GRAND ISLAND**

By: _____ Date _____

Attest: _____

 Approved as to Form, City Attorney

ACCEPTED: **POWER GENERATION SERVICES, INC.**

By: _____ Date _____

RESOLUTION 2002-386

WHEREAS, on July 23, 2002, by Resolution 2002-221, the City Council for the City of Grand Island awarded the bid for turbine generator overhaul to Power Generation Service, Inc. of Mandan, North Dakota ; and

WHEREAS, it has been determined that modifications to the work to be performed by Power Generation Service, Inc. are necessary; and

WHEREAS, such modifications have been incorporated into Change Order No. 1; and

WHEREAS, the result of such modifications will increase the contract amount by \$634.94.

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. 1, between the City of Grand Island and Power Generation Service, Inc. of Mandan, North Dakota to provide the following modifications:

	<u>Amount</u>
Additional charges for machining generator collector rings	\$ 15,297.50
Addition of Nebraska sales taxes.....	26,290.00
Credit for work performed by Platte Generating Station staff in lieu of contract or millrights.....	(38,420.93)
Credit for extra work not required – specifically 55 hours of labor	(2,531.63)

- - -

Adopted by the City Council of the City of Grand Island, Nebraska on December 17, 2002

RaNae Edwards, City Clerk

Approved as to Form	?
December 12, 2002	? City Attorney



City of Grand Island

Tuesday, December 17, 2002

Council Session

Item G19

#2002-387 - Approving Change Order #1 - Downtown Alley Improvements - Phase 4 - Diamond Engineering

Background:

The fourth phase for Downtown Alley Improvements is a joint project between the Utilities Department and the Public Works Department. The construction provides for new alley surfacing, drainage, burying the electrical power lines, and installing area lighting between South Front Street and Third Street, from Clark Street to Cedar Street; and between First Street and Division Street, from Cedar Street to Locust Street; and part of the block south of Division Street and west of Wheeler Avenue. A map of the project is attached.

Discussion:

The project includes the installation of parking lot lighting. The project uses historical type light poles, mounted on concrete bases. The contract specified 5' diameter concrete bases to be installed in the two public parking lots included in Phase 4. Since the specifications were bid, experience has shown that the 5' diameter base does not provide sufficient protection for the light poles and vehicular traffic has caused damage to some poles installed in earlier project phases.

Change Order No. 1 allows for modifying the designed 5' diameter islands to an 8' diameter. This will provide better traffic control and an increased safety buffer between parked vehicles and the area light poles.

Item: C.3 - Description: Total Bid for Downtown Alley Improvements \$392,096.45 - Item: C.1.57 - Description: Six (6) each - 5' diameter curb and gutter islands - Deduct \$5,310.00 - Item: C.1.57A - Description: Six (6) each - 8' diameter curb and gutter islands - Add \$8,700.00. New Contract Total = \$395,486.45

Recommendations:

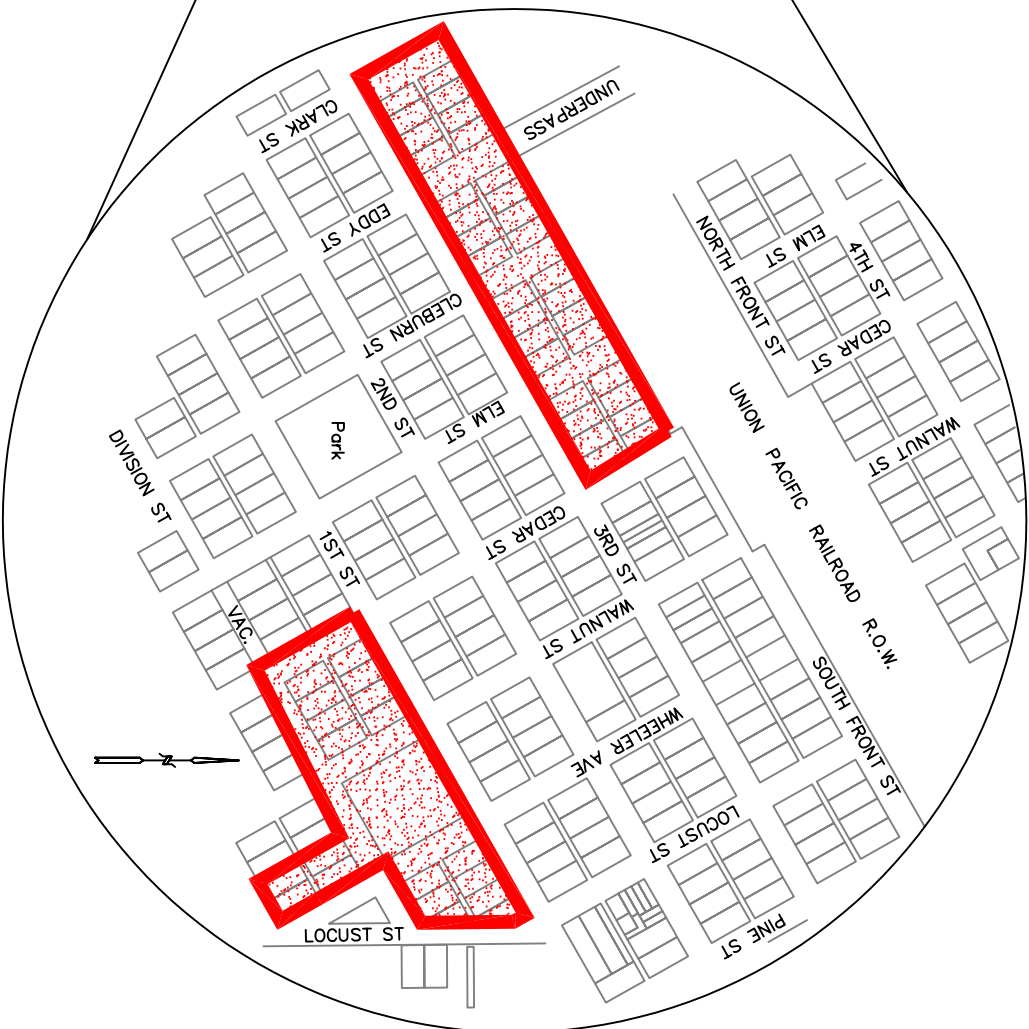
The Utilities Department recommends Change Order No. 1 to the Diamond Engineering Company of Grand Island, Nebraska, be approved, increasing the contract by \$3,390.00. There are sufficient funds available in Enterprise Fund 520.

Alternatives:

Install the designed islands. See attached RESOLUTION.

Staff Contact: Gary R. Mader; Dale Shotkoski

DOWNTOWN ALLEYS - PHASE 4 PROJECT LOCATION





CHANGE ORDER #1

TO: The Diamond Engineering Co.
 1521 West Anna Street
 Grand Island, NE 68801

Project: Downtown Alley Improvements – Phase 4
 Electrical Project 2002-UG-1

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

1. Replace six (6) ea. – 5’ diameter concrete curb and gutter islands with 8’ diameter concrete curb and gutter islands.

Item	Description	Add	Deduct	Total
C.3	Total Bid for Downtown Alley Improvements			\$392,096.45
C.1.57	Six (6) ea. - 5’ dia. Concrete Curb and Gutter Islands		\$5,310.00	
C.1.57A	Six (6) ea. - 8’ dia. Concrete Curb and Gutter Islands	\$8,700.00		
New Contract Total				\$395,486.45

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 herein. Additional claims will not be considered.

APPROVED: **CITY OF GRAND ISLAND**

By: _____
 Mayor

Date: _____

Attest: _____

Approved as to Form, City Attorney

ACCEPTED: **THE DIAMOND ENGINEERING CO.**

By: _____

Date: _____

RESOLUTION 2002-387

WHEREAS, on July 9, 2002, by Resolution 2002-199, the City Council for the City of Grand Island awarded the bid for Downtown Alley Improvement – Phase 4 Paving, Storm Sewer and Electrical Project 2002-UG-1 to The Diamond Engineering Company of Grand Island, Nebraska; and

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

WHEREAS, such modifications have been incorporated into Change Order No. 1; and

WHEREAS, the result of such modifications will increase the contract amount by \$3,390.00.

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. 1, between the City of Grand Island and The Diamond Engineering Company of Grand Island, Nebraska to provide the following modifications:

	<u>Amount</u>
Delete six 5" diameter concrete curb and gutter islands	\$ 5,310.00
Add six 8" diameter concrete curb and gutter islands	8,700.00

- - -

Adopted by the City Council of the City of Grand Island, Nebraska on December 17, 2002

RaNae Edwards, City Clerk

Approved as to Form	?
December 12, 2002	? City Attorney



City of Grand Island

Tuesday, December 17, 2002

Council Session

Item G20

#2002-388 - Approving Modification to Electric Service Area

Background:

The City of Grand Island with the authorization of the Nebraska Power Review Board has a designated area of land within the state referred to as Service Area. The City has both the opportunity and the requirement to provide electrical service to any and all customers within this area. The designated area also precludes any other electric entity from providing electricity.

The existing service area includes the city limits of Grand Island and a large area north, east, and south. The area is from the city limits on the west, to the Platte River on the south, to three miles east into Merrick County and north to the Howard County line. The service area can only be changed by application to the Nebraska Power Review Board and only to newly annexed areas of the City.

Discussion:

The recent annexation affects the service area only in the Wildwood Subdivision at the southeast corner of Hwy. 281 and Wildwood Drive. State law requires that any area the City obtains from an REA must compensate the other utility for lost customers and must purchase their electrical lines. The compensation consists of 2.5 times annual revenue for lost customers and depreciated value of the facilities.

Recommendation:

The total cost to reimburse Southern Power District for customers and facilities is \$154,942.60. City staff has reviewed the calculations and agrees with the accuracy. Staff recommendation is to authorize the Mayor to sign a Joint Application with Southern Power District to modify the Electric Service Area and to authorize payment to Southern in the amount of \$154,942.60.

Fiscal Effects:

Expenditure of \$154,942.60 which is available for that purpose in Fund 520.

Alternatives:

None recommended. See attached RESOLUTION.

Staff Contact: Robert H. Smith

STATE OF NEBRASKA - NEBRASKA POWER REVIEW BOARD

IN THE MATTER OF THE JOINT)	
APPLICATION OF THE CITY OF)	Application No.
GRAND ISLAND, NEBRASKA)	
AND SOUTHERN PUBLIC)	JOINT APPLICATION FOR MODIFICATION
POWER DISTRICT TO MODIFY)	OF EXISTING SERVICE AREA AGREEMENT
EXISTING SERVICE AREA)	NO. 51
AREA AGREEMENT NO. 51)	

COMES NOW, the CITY OF GRAND ISLAND, NEBRASKA, a Municipal Corporation (City) and SOUTHERN PUBLIC POWER DISTRICT, a Public Corporation and Political Subdivision of the State of Nebraska (Southern) and jointly apply to the Nebraska Power Review Board for an appropriate order amending Service Area Agreement No. 51 by transferring the service areas shown on Exhibits A and A-1 attached hereto and made a part hereof by reference, from Southern to the City and in support of this Joint Application allege as follows:

1. The City currently serves pursuant to Service Area Agreement No. 51 retail customers within the boundaries of the real estate shown on Exhibit A. The real estate tracts shown on Exhibit A-1 sought to be transferred in this matter is the areas designated as the "Service Area to be Acquired."
2. Currently, the real estate tracts shown on Exhibit A-1 and sought to be transferred in this matter are served by Southern. Said real estate tracts are the shaded areas designated as the Grand Island Service Request Area. The terms and conditions of the Agreement between the City and Southern to change certified service areas and customers to the City and to compensate Southern for said transfers are as follows:
 - a. GRAND ISLAND SERVICE REQUEST AREA: There are 19 customers located in Grand Service Request Area. The City and Southern agree that transfer of the certified service area shall occur upon approval of the joint application for modification of existing Service Area No. 51 and payment by the City to Southern of the amount provided in this sub-paragraph. In accordance with Neb. Rev. Stat., §70-1010(2), the City and Southern agree that the value of the certified service area and distribution facilities and customers being transferred is \$154,942.60.
3. The real estate tract designated as Grand Island Service Request Area was platted, approved and recorded as an addition to the City of Grand Island and included within the corporate limits of the City by Ordinance Number 8748 enacted on August 13, 2002.

4. In order to avoid and eliminate duplication of facilities, the applicants have agreed, subject to approval of the Nebraska Power Review Board, to amend Service Area Agreement No. 51 in accordance with the Amendment to Service Area Agreement No. 51 attached hereto.

5. The modification of Service Area Agreement No. 51 as proposed herein is in the public interest and in accordance with the policy of the State of Nebraska as set forth in Chapter 70, Article 10, of the Revised Statutes of Nebraska.

WHEREFORE, the CITY OF GRAND ISLAND, NEBRASKA, a Municipal Corporation and SOUTHERN PUBLIC POWER DISTRICT, a Public corporation and Political Subdivision of the State of Nebraska jointly pray that the Nebraska Power Review Board enter an appropriate order approving the Amendment to Service Area Agreement No. 51, approving the amendment to existing Service Area Agreement No. 51 and transferring the certified service areas shown on Exhibits A and A-1 from Southern Public Power District to the City of Grand Island.

Attest:

CITY OF GRAND ISLAND, NEBRASKA
A Municipal Corporation

RaNae Edwards, City Clerk

By: _____
Jay Vavricek, Mayor

SOUTHERN PUBLIC POWER DISTRICT, A
Public Corporation and Political Subdivision
Of the State of Nebraska

Attest:

By: _____
Gary Hedman, General Manager

AMENDMENT TO SERVICE AREA AGREEMENT NO. 51

This Amendment to Service Area Agreement No. 51 is made on the _____ day of _____, 200__, by and between the CITY OF GRAND ISLAND, NEBRASKA, a Municipal Corporation (City), and SOUTHERN PUBLIC POWER DISTRICT, a Public Corporation and political Subdivision of the State of Nebraska (Southern).

1. STATEMENT OF PURPOSE. The purpose of this Amendment to Service Area Agreement No. 51 is to provide for the transfer of a tract of land located in the Northeast Quarter of Section 12, Township 10 North, Range 10 West of the Sixth P.M., Hall County, Nebraska (**Grand Island Service Request Area**), from the certified service area of Southern Public Power District to that of the City of Grand Island, Nebraska, the location of which is shown on Exhibit A attached hereto and made a part hereof by reference. The tract of land to be transferred is the shaded area hereto and made a part hereof by reference.

2. TERMS AND CONDITIONS. The following terms and conditions shall apply:

GRAND ISLAND SERVICE REQUEST AREA: There are 19 customers located in Grand Island Service Request Area. The City and Southern agree that transfer of the certified service area shall occur upon approval of the joint application for modification of existing Service Area No. 51 and payment by the City to Southern of the amount provided in this sub-paragraph. In accordance with Neb. Rev. Stat., §70-1010(2), the City and Southern agree that the value of the certified service area and distribution facilities and customers being transferred is \$154,942.60.

3. APPLICATION TO NEBRASKA POWER REVIEW BOARD. The parties shall jointly make application to the Nebraska Power Review Board for modification of Service Area Agreement No. 51, requesting that said Agreement be amended by transferring the tracts of real estate shown on Exhibit A-1 from the service area of Southern Public Power District to the City of Grand Island, Nebraska. The parties agree to execute any and all additional documents which may be necessary or convenient to affect the purposes of this Agreement.

4. RATIFICATION OF SERVICE AREA AGREEMENT NO. 51. The parties ratify and confirm all terms and provisions contained in Service Area Agreement No. 51 and its previous amendments which are not affected by this Agreement.

5. ENTIRE AGREEMENT. This Amendment to Service Area Agreement No. 51 constitutes the entire agreement of the parties relative to the issues contained therein and supersedes all prior agreements, whether written or oral.

6. CHOICE OF LAWS. This Amendment to Service Area Agreement No. 51 shall be construed in accordance with the laws of the United States of America and the State of Nebraska.

Attest:

CITY OF GRAND ISLAND, NEBRASKA
A Municipal Corporation

RaNae Edwards, City Clerk

Jay Vavricek, Mayor and Council Members

SOUTHERN PUBLIC POWER DISTRICT, A
Public Corporation and Political Subdivision of the
State of Nebraska

Attest:

By: _____
Gary Hedman, General Manager

RESOLUTION 2002-388

WHEREAS, the City of Grand Island, with the authorization of the Nebraska Power Review Board, has a designated area of land within the state referred to as Service Area; and

WHEREAS, the City is required to provide electrical service to all customers within this area; and

WHEREAS, the City's Service Area precludes all other electrical entities from providing electricity to customers within this area; and

WHEREAS, the Service Area can only be changed by application to the Nebraska Power Review Board, and can be based on newly annexed areas of the City; and

WHEREAS, as a result of recent annexations to the City of Grand Island, the Wildwood Subdivision in the southeast corner of Highway 281 and Wildwood Drive is subject to an amendment to the City's Service Area; and

WHEREAS, state law requires the City to reimburse the utility currently providing service to such area for lost customers and must purchase the utility's existing electric lines, such cost to be \$154,942.60.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City is hereby authorized to file with the Nebraska Power Review Board, a Joint Application for Modification of Existing Service Area Agreement No. 51.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Amendment to Service Area Agreement No. 51 is hereby approved to request the City of Grand Island's Service Area be expanded due to recent annexations; and the Mayor is authorized and directed to execute such amendment on behalf of the City of Grand Island.

BE IT FURTHER RESOLVED, that Southern Power District be reimbursed in the amount of \$154,942.60 for existing utility lines and lost customers as a result of such expanded Service Area.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska on December 17, 2002.

Approved as to Form ? _____ December 12, 2002 ? City Attorney
--

RaNae Edwards, City Clerk

Approved as to Form ? _____
December 12, 2002 ? City Attorney



City of Grand Island

Tuesday, December 17, 2002

Council Session

Item G21

#2002-389 - Approving State Contract Award for Computer Purchases

One of the goals for the Information Technology Department is to take charge of providing and maintaining PCs and other hardware for all departments that will be connected to the City Network. One step we are taking in this process is to purchase a "base model" PC, from our budget, for any user that needs access to the City network. Any options above and beyond this "base model" will be paid for by the requesting department. We are recommending the purchase of 58 new Dell PCs that will be used to replace existing PCs.

Of that 58, 9 are less than two years old and will be used to upgrade other users, 10 PCs are in the 2 to 3 year old range and will be used to upgrade the 5 year old PCs in the training room. The remaining PCs and the present 10 in the training room are all 4 to 5 years old and will be disposed of in compliance with current procurement policy.

These PCs are being purchased under State Contract from Dell Computer Corporation, which has supplied the majority of the City's computing equipment.

Bidder: Dell Computer Corporation, Round Rock, TX

Final Bid Price: \$85,882.00

Amount From IT Budget: \$77,140.00

Amount From Other Depts: \$8,742.00

There are sufficient funds in account no. 60510001 85540 for this purpose.

Staff Contact: Carl Hurd, Information Technology Manager

R E S O L U T I O N 2002-389

WHEREAS, the Information Technology Division is scheduled to purchase new computers to upgrade existing computers connected to the City network during this fiscal year; and

WHEREAS, said computers can be obtained from the State contract holder; and

WHEREAS, purchasing the computers from the State contract holder meets all statutory bidding requirements; and

WHEREAS, the funding for such computers is provided in the 2002-2003 budget.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the purchase of 58 new Dell PC's from the State contract holder, Dell Computer Corporation of Round Rock, Texas, for the amount of \$85,882.00 is hereby accepted and approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska on December 18, 2002.

RaNae Edwards, City Clerk

Approved as to Form December 12, 2002	_____ City Attorney
--	------------------------



City of Grand Island

Tuesday, December 17, 2002

Council Session

Item G22

#2002-390 - Approving Waiver of Property Located at 4212 West 13th Street as Nonconforming Lot (Orville & Gladys Gosda)

This is a request of Gladys Williams to formally acknowledge the existence of a tract of land which has existed as a separate and individual tract for several years. The current owner is in the process of selling the property and to obtain a clear title to the property the City needs to waive the requirement for a subdivision. The tract of land has existed for quite some time, however it is less than 10 acres in size and would if created today need to comply with the subdivision process. Because the tract has existed and had not previously had municipal approval, State Statues provide for a validation procedure and approval in the waiver form. Approval is recommend.

Staff Contact: Craig Lewis

RESOLUTION 2002-390

WHEREAS, the Gladys and Orville Gosda family have owned the property located at 4212 West 13th Street for a number of years; and

WHEREAS, in 1980, state laws were enacted requiring the creation of subdivisions for the conveyance of tracts of land comprising less than ten (10) acres in size; and

WHEREAS, such property is considered a legal, nonconforming lot of record; and

WHEREAS, the Gosda family is presently interested in conveying such property; and

WHEREAS, the state statutes provide a validation procedure for real estate which has been subdivided without previous approval by the municipality; and

WHEREAS, such procedure requires a public notice and 120-day waiting period for such validation; and

WHEREAS, the Gosda's have requested that such public notice and waiting period be waived; and

WHEREAS, since the real estate was subdivided prior to the enactment of such state laws, it is prudent to waive such requirements.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the property located at 4212 West 13th Street has been owned by Gladys and Orville Gosda family prior to the enactment of any state laws requiring subdivision creation, and such property can be sold "as is" as a legal nonconforming lot of record.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to execute the Waiver allowing such property conveyance to proceed.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska on December 17, 2002.

RaNae Edwards, City Clerk

Approved as to Form ? _____ December 12, 2002 ? City Attorney
--



City of Grand Island

Tuesday, December 17, 2002

Council Session

Item G23

#2002-391 - Approving Bid Award for Vehicle Purchase of a 1/2 Ton Pickup for the Fire Department

The Fire Department is scheduled to purchase a vehicle for the Operations Division Chief this fiscal year. The vehicle is a '2003' F-150, 1/2 ton crew cab 4x4 white pickup truck in the amount of \$24,476.00. This vehicle can be purchased by State Bid through Anderson Ford of Lincoln, Nebraska under Contract Number: CA-5869. There are sufficient funds in account number 10022101-85625 for this purchase.

Staff Contact: Jim Rowell; Curt Rohling

R E S O L U T I O N 2002-391

WHEREAS, the Fire Department is scheduled to purchase a replacement truck for the Operations Division Chief during the 2002/2003 fiscal year; and

WHEREAS, said truck can be obtained from the State contract holder; and

WHEREAS, purchasing the truck from the State contract holder meets all statutory bidding requirements; and

WHEREAS, the funding for such truck is provided in their 2002/2003 budget.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the purchase of one 2003 Ford F-150, ½ ton crew cab 4x4 pickup truck from the State contract holder, Anderson Ford of Lincoln, Nebraska, for the total amount of \$24,476.00 is hereby accepted and approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska on December 17, 2002.

RaNae Edwards, City Clerk

Approved as to Form	?
December 12, 2002	? City Attorney



City of Grand Island

Tuesday, December 17, 2002

Council Session

Item G24

#2002-392 - Approving Bid Award for Vehicle Purchase of a 1 Ton Truck for the Fire Department

The Fire Department is scheduled to purchase a vehicle to be used as a pumper/grass rig this fiscal year. This vehicle is a '2003' F-350, red, 1-ton diesel 4x4, 4 door, dual rear wheel truck in the amount of \$30,669.00. This vehicle can be purchased by State Bid through Anderson Ford of Lincoln, Nebraska under Contract Number CA-5877B. A utility box for \$4,600.00 is considered an add on to this vehicle also through Anderson Ford of Lincoln, Nebraska making the total amount due of \$35,269.00. There are sufficient funds in account number 10022101-85625 for this purchase.

Staff Contact: Jim Rowell; Curt Rohling

R E S O L U T I O N 2002-392

WHEREAS, the Fire Department is scheduled to purchase a vehicle to be used as a pumper/grass rig during the 2002/2003 fiscal year; and

WHEREAS, said vehicle can be obtained from the State contract holder; and

WHEREAS, purchasing the vehicle from the State contract holder meets all statutory bidding requirements; and

WHEREAS, a utility box in the amount of \$4,600 is also recommended for use with this vehicle, which can be purchased through the State contract holder as an add-on feature; and

WHEREAS, the funding for such vehicle and utility box is provided in their 2002/2003 budget.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the purchase of one 2003 F-350, 1-ton diesel 4x4, 4-door rear wheel truck from the State contract holder, Anderson Ford of Lincoln, Nebraska, in the amount of \$30,669.00 plus a utility box in the amount of \$4,600 for a total purchase price of \$35,269.00 is hereby accepted and approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska on December 17, 2002.

RaNae Edwards, City Clerk

Approved as to Form	?
December 12, 2002	? City Attorney



City of Grand Island

Tuesday, December 17, 2002

Council Session

Item G25

#2002-393 - Approving Certificate of Final Completion - Library Remodel Phase II

Pursuant to the completion of the remodeling project, the Certificate of Final Completion and Acceptance are submitted for approval.

Staff Contact: Steve Fosselman

CERTIFICATE OF FINAL COMPLETION AND ACCEPTANCE

**CONSTRUCTION/REMODELING SERVICES
PHASE II LIBRARY REMODEL**

**CITY OF GRAND ISLAND, NEBRASKA
DECEMBER 17, 2002**

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

This is to certify that the Construction/Remodeling Services for the Phase II Library Remodel has been fully completed by **Starostka Group Co. of Grand Island, Nebraska** under contract dated **April 16, 2002**. The scope of the project was increased by \$2,288.50 as per change order. All other work has been completed in accordance with the terms, conditions, and stipulations of said contract and complies with the contract, the plans, and the specifications. The work is hereby accepted for the City of Grand Island, Nebraska, by the Library Director in accordance with the provisions of the terms of the above said contract.

Respectfully submitted,

Steve Fosselman
Library Director

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

I hereby recommend that the Certificate of Final Completion and Acceptance be approved and warrants issued from Account No. 40015025-90004 to **Starostka Group Co.**, in the final payment amount of **\$55,050.20**.

Respectfully submitted,

Jay Vavricek
Mayor

R E S O L U T I O N 2002-393

WHEREAS, the Library Director of the City of Grand Island has issued a Certificate of Final Completion for Library Expansion Project, Phase II , certifying that Starostka Group Co. of Grand Island, Nebraska , under contract dated April 16, 2002, has completed such project according to the terms, conditions, and stipulations for such improvements; and

WHEREAS, the Library Director recommends the acceptance of the final completion; and

WHEREAS, the Mayor concurs with the Library Director's recommendations.

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

1. The Library Director's Certificate of Final Completion for Library Expansion Project, Phase II , is hereby confirmed.
2. A warrant be issued from Account No. 40015025-90004 in the amount of \$55,050.20 payable to Starostka Group Co. for the total amount due the contractor.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska on December 17, 2002.

RaNae Edwards, City Clerk

Approved as to Form	?
December 12, 2002	? City Attorney



City of Grand Island

Tuesday, December 17, 2002

Council Session

Item I1

#2002-394 - Approving Memorandum of Understanding with New Holland (CNH)

BACKGROUND

In early 2000, the corporate executives for one of Grand Island's major employers, New Holland (CNH), undertook an evaluation, targeting 20% of the company's plants worldwide for sale, consolidations and closure. As you will recall, there had been much discussion and concern that the Grand Island plant would be closed and operations moved to Moline, Illinois where CNH had a factory that produced Case combines, cotton pickers and corn heads.

As a result of tremendous community support, a financial assistance/training package to assist the Grand Island CNH manufacturing facility in its efforts to become a combine manufacturing plant was developed. Partners committed to providing assistance include: area foundations, financing institutions, Nebraska Department of Economic Development, Central Community College Foundation, Northwestern Public Service, St. Francis Medical Center, Central Community College, City of Grand Island, and Grand Island Area Economic Development Corporation. While details of Grand Island's financial assistance package were not made public for fear the content would find it's way to Moline and undermine our chances to effectively compete, focused discussions were held to ensure Grand Island submitted a strong proposal that could meet or exceed that forwarded by Moline. The City Council held a special meeting in June 2000 to discuss, in executive session, contract negotiations relating to an economic development proposal for New Holland.

July 8, 2000 was a red-letter day for the employees of CNH, and City and community leaders as CNH announced that the company planned to consolidate production of combines at the Grand Island plant, resulting in the retention of over 600 jobs. CNH's decision to move forage equipment manufacturing from Grand Island to Pennsylvania and production of Case IH and New Holland combines at the Grand Island plant was attributed to strong employee support, work ethic and productivity, as well as community support.

DISCUSSION

CNH company officials have been working with City staff, the Economic Development Corporation and local banks to develop a Memorandum of Understanding (MOU) that sets forth the terms, conditions, and commitments of the respective parties to assist CNH with the re-tooling of the facility to a combine manufacturing facility only. The MOU reflects, for the most part, the proposal presented to the Council in 2000. Because corporate and City review

and approval process for the MOU took several months, minor modifications have been made relative to the implementation dates for specific expenditures and performance issues.

The City is participating in the incentive program in a couple of ways. First, funding through the Community Development Block Grant Revolving Loan Fund is available. \$150,000 has been requested to assist with the purchase of a laser. The laser will be used to fabricate metal for the combine operation. The application for CDBG funds has been received (November 19, 2002) and City staff will begin the processes required for determination of eligibility for CDBG funds. The City may also participate in buying down the interest on one of the loans offered by a consortium of community banks. No specific information is available on the interest buy down at this time.

CNH is an excellent corporate citizen. We are pleased that CNH has chosen to invest in Grand Island and are relieved that over 600 well-paying jobs will be retained. Our participation in the financial incentive package, while just a small component, demonstrates our support and commitment to CNH, but, more importantly, to the employees, supporting companies/vendors, and to the community at large. We believe the growth of CNH will help stimulate economic development, increase the local tax base and promote the creation of well paying jobs. These by-products benefit all of Grand Island.

Approval of the MOU is recommended.

Staff Contact: Marlan Ferguson

MEMORANDUM OF UNDERSTANDING (MOU)
Mutual Agreement for Inducement Loans and Benefits

THIS MEMORANDUM OF UNDERSTANDING is approved and executed on _____, 2002, by **New Holland North America, Inc., a Corporation (CNH), the City of Grand Island, Nebraska, a Municipal Corporation (City), Grand Island Area Economic Corporation, a Corporation (EDC), and Wells Fargo Bank Nebraska, a Corporation**, as lead lender of **Grand Island Partners (GIP)**.

1. **PROJECT DESCRIPTION.** The purpose of this Memorandum of Understanding (MOU) is to generally state the terms, conditions, and commitments of the respective parties to lend funds to CNH to be utilized for equipment purchases to be used in the operation of the Grand Island Manufacturing facility. The loans shall be made in consideration of CNH utilizing the loan proceeds to purchase equipment for the Grand Island Manufacturing facility and meeting certain employment goals more specifically described in this MOU. Further, this MOU states the commitment of the City to charge CNH with the lowest authorized rates for various utility services and reimburse CNH for certain costs associated with equipment installations increasing natural gas consumption. It is the intent of the City, GIAEDC and GIP to provide certain inducements in support of the development of the Grand Island Manufacturing facility to stimulate economic development, increase the local tax base and promote the creation of well paying employment opportunities for residents of south central Nebraska. Conversely, it is the intent of CNH to develop and profitably operate a modern harvesting machinery manufacturing facility in Grand Island.

DEFINITIONS

2. **DEFINITIONS.** The following terms are defined for purposes of this MOU:

Forgivable Loan (FL): The forgivable loan represents a loan of program income from the City to CNH.

Full Time Equivalent Employee (FTE): Full-time equivalent employees will be defined as all active employees of CNH working at the Grand Island manufacturing facility, whether on temporary furlough or working at the plant. They may be employed as full-time or part-time employees. FTE will include, but not be exclusive to all employees being paid under the CNH Pay Continuation Plan (PCP). Temporary employees or contract employees of an employee-staffing agency will not be included in calculating FTE's.

Grand Island Manufacturing facility: The Grand Island manufacturing facility is the plant located at 3445 West Stolley Park Road, Grand Island, Hall County, Nebraska, which is currently configured to manufacture New Holland hay equipment and combines and intended to be reconfigured for the manufacture of Case IH and New Holland combines.

Grand Island Partners (GIP): Grand Island Partners is a consortium of banks in the Grand Island area of which Wells Fargo Bank Nebraska is the designated lead lender with authority to negotiate the terms of and execute this MOU on behalf of its partners.

Grand Island Partners Loan (GIPL): The Grand Island Partners loans are loans of funds from GIP to CNH.

Job Maintenance Period: The job maintenance period is a term of 84 consecutive months with the employment count commencing *March 31, 2003* and ending *March 30, 2010*.

Low to Moderate Income (LMI): A low to moderate income person is one for whom the total income of the family is equal to or less than the income limits for their resident county as published in the most recent guidelines for economic development applications under the Community Development Block Grant Program of the Nebraska Department of Economic Development.

Program Income: Program income includes but is not limited to: (1) payments of principal and interest on loans made using Community Development Block Grant (CDBG) funds; (2) proceeds from the lease or disposition of real or personal property acquired with CDBG funds; (3) interest earned on CDBG funds held in a revolving fund account; (4) interest earned on any program income pending disposition of such income; and, (5) loans receivable.

Project Administrator: The Project Administrator is the City of Grand Island acting through the certified CDBG administrators of the Community Development Division of the Community Projects Department, 100 East First Street, P.O. Box 1968, Grand Island, Nebraska, 68802-1968.

Relocation Period: The relocation period is a term of 84 consecutive months commencing *March 31, 2003* and ending *March 30, 2010*., during which CNH shall fully satisfy the job maintenance requirements set out in this MOU.

GRAND ISLAND PARTNERS LOAN

3. **GRAND ISLAND PARTNERS LOAN No. 1 (GIPL #1).** The Grand Island Partners will make a loan to New Holland North America, Inc., in the amount of \$1,500,000.00 bearing interest at a rate of 1% per annum with quarterly interest payments and annual payments of principal amortized over seven years. CNH will use the loan proceeds for equipment purchases. CNH Global, N.V. will unconditionally guarantee the loan. The GIPL shall be subject to certain job performance targets, relocation constraints and funding commitments of CNH. Loan proceeds will be available to CNH from Wells Fargo Bank Nebraska (as lead lender of GIP) as reimbursement for new equipment purchased and installed on or after *January 1, 2001* upon presentation of the paid invoice(s). No GIPL #1 funds will be drawn down until the job performance target is met.

4. **JOB PERFORMANCE TARGETS.** GIPL #1 is made contingent upon CNH achieving and maintaining an average employment of not less than 400 FTE employees during the job maintenance period, with the employee count beginning on *March 31, 2003*. In the event the average CNH employee count falls below 400 FTE, the interest rate on the GIPL #1 will be adjusted to the prevailing New York prime interest rate retroactively to the dates on which the various loan disbursements were made.

The number of annual average FTE's shall be calculated by determining the total hours of wage and salary compensation paid to all active plant employees and those direct employees receiving compensation through the CNH Pay Continuation Program (PCP) divided by 2,080 hours. In this calculation, salaried employees are assumed to be paid for 2,080 hours per year. Employees paid under the PCP will be counted in total hours paid up to a maximum of 520 furlough hours per PCP employee. The average number of employees will represent the nearest whole number, with any partial number being rounded downward as in the following example:

EXAMPLE: Assume plant production employee hours paid are 832,000, PCP employee furlough hours are 26,000 (50 @13 weeks x 40 hours), salaried employees hours are 208,000 (100 @ 2,080 hours) for a total of 1,066,000 paid hours divided by 2,080 hours = 512.5 FTE's rounded to 512 FTE's.

The average hourly wage paid by CNH to employees at the Grand Island manufacturing facility shall be calculated by determining the total wage and salary compensation paid to all active plant employees divided by the total hours paid for those employees.

5. **RELOCATION CONSTRAINTS.** GIPL #1 and GIPL #2 are made contingent upon CNH continuing to operate the Grand Island manufacturing facility during the relocation period. In the event CNH relocates combine production from the Grand Island manufacturing facility to another locality during the relocation period, this shall be deemed a default under the MOU.

6. **NOTIFICATION AND CONSEQUENCES OF DEFAULT.** In the event CNH fails to meet the job performance targets, relocation constraints, funding commitments or commits an act of default as stated hereafter in connection with GIPL #1, the procedure for providing notice of default and correcting defaults shall conform to the provisions set forth in the default conditions of this MOU.

7. **CONDITIONS PRECEDENT TO DRAW DOWN GIPL #1 or GIPL #2 FUNDS.** GIPL #1 shall be made by GIP and may be drawn down by CNH following compliance with the following conditions precedent:

- a. CNH shall be in conformity with the terms and conditions of this MOU and the loan documents for the GIPL #1.
- b. To enable draw down of GIPL #1, CNH will provide the lead lender for GIP with a copy of a paid invoice(s) for the new equipment purchased for the Grand Island manufacturing facility
- c. CNH will provide an original copy of a duly executed corporate borrowing resolution identifying the corporate officials who are authorized to contract and borrow funds from the GIP.
- d. The participants in this MOU will execute the MOU and supporting loan documents as may be appropriate. These documents will be in a form acceptable to GIP and CNH officials.

8. **GRAND ISLAND PARTNERS LOAN NO. 2 (GIPL #2).** In the event CNH fully complies with the terms and conditions of GIPL #1, Grand Island Partners will lend CNH an additional \$1,000,000.00 for equipment purchases bearing interest at a rate of 1% per annum with quarterly interest payments and annual principal payments amortized over five years. The loan shall be available on or after *January 3, 2005*, provided CNH has and maintains an average employment of not less than 800 FTE employees at the Grand Island Manufacturing facility. CNH Global, N.V. will unconditionally guarantee GIPL #2. In the event CNH fails to meet the job performance targets during the term of GIPL #2, the interest rate will be adjusted to the prevailing New York prime interest rate retroactively to the dates of the various loan disbursements.

CITY OF GRAND ISLAND LOAN

9. **CITY OF GRAND ISLAND LOAN.** The City of Grand Island will make a forgivable loan of program income to CNH in the amount of \$150,000.00 bearing interest at the rate of 1% over the prevailing New York prime interest rate. No payment of interest or principal will be due during the job maintenance and relocation periods. Should CNH fully satisfy certain job performance targets and not relocate the Grand Island manufacturing facility during the relocation period, the loan will be deemed wholly satisfied and forgiven. The FL will be unsecured except to the extent the FL is guaranteed by CNH.

10. **QUALIFICATION AND EMPLOYEE SURVEY.** The FL will be qualified by the retention of eight (8) FTE positions that are held by low to moderate income persons. Through the employee survey process, CNH will have each employee certify their earned family income as of the time they are furloughed. CNH employees shall utilize the most current income limits for Community Development Block Grants to register their income status. The survey format shall be as shown on Exhibit A attached hereto and made a part hereof by reference. All employee surveys will be completed and forwarded to the Project Administrator by *November 29, 2002*.

11. **JOB PERFORMANCE TARGETS.** The FL is made contingent upon CNH achieving and maintaining an average employment of not less than 400 FTE employees during the job maintenance period. The number of FTE's shall be calculated as stated in paragraph 4 above.

Should there be any turnover in employment during the first three years of the job maintenance period, CNH agrees to use a "first consideration basis" in attempting to hire LMI employees to replace the positions that are vacated. A first consideration basis requires CNH to utilize the employee survey form (Exhibit A) to determine who is LMI prior to making their hiring decision. CNH (or its authorized representative) will either interview the LMI persons first, or hire LMI persons in order to meet this requirement. This requirement will not constrain CNH from hiring the most qualified employees. All positions qualifying the FL will be personnel working in the Grand Island manufacturing facility.

12. **RELOCATION CONSTRAINTS.** The FL is made contingent upon CNH continuing to operate the Grand Island manufacturing facility during the relocation period. In the event CNH relocates combine production from the Grand Island manufacturing facility to another locality during the relocation period, this shall be deemed a default under the MOU.

13. **CONDITIONS PRECEDENT TO DRAW DOWN FL FUNDS.** The FL shall be made using program income of the City and may be drawn down by CNH following compliance with the following conditions precedent:

- a. FL funds shall not be disbursed prior to initiating the GIPL #1 disbursements, but may be drawn down simultaneously and in proportion with GIPL #1
- b. CNH will demonstrate to the City that they have satisfactorily completed an environmental assessment process in compliance with NEPA requirements, and resulting in a finding of no significant impact (FONSI).
- c. To enable drawdown, CNH will provide the City with a copy of a paid invoice for the new equipment purchased for the Grand Island manufacturing facility.
- d. CNH will provide an authenticated copy of the duly executed corporate borrowing resolution identifying the corporate officials who are authorized to contract and borrow funds from the City.
- e. The participants in this MOU will execute the MOU and supporting loan documents as may be appropriate. These documents will be in a form acceptable to City and CNH officials.
- f. The City will be in receipt of written funding commitments from CNH and the banks comprising the Grand Island Partners.
- g. CNH will cooperate with the City in satisfying the Davis-Bacon Wage Standards pertaining to the contracting of outside labor in the installation of new equipment at the Grand Island manufacturing facility.

14. **DUTIES OF THE PROJECT ADMINISTRATOR.** The Project Administrator shall prepare the FL documents in a form that is mutually acceptable to CNH and the City. The Project Administrator will cooperate with CNH to facilitate drawdown of FL proceeds, to secure annual employment records, and generally satisfying the administrator requirements associated with the FL.

15. **NOTIFICATION AND CONSEQUENCES OF DEFAULT.** In the event CNH fails to meet the job performance targets, relocation constraints or commits an act of default as stated hereafter in connection with the FL, the procedure for providing notice of default and correcting defaults shall conform to the provisions set forth in the default conditions of this MOU.

OTHER CITY BENEFITS

16. **COMMITMENTS REGARDING UTILITY RATES.** The City will make available to CNH at the Grand Island manufacturing facility the lowest authorized rates for electric, water and sanitary sewer service, treating the reconfiguration of the Grand Island manufacturing facility for the manufacture of Case IH and New Holland combines as a new facility in accordance with Section 15-67 of the Grand Island City Code (1988 Ed.). Based on

your actual usage, the demand charge for your electrical service will be waived for a twelve month period commencing upon receipt of notification from CNH of reconfiguration of the Grand Island manufacturing facility in accordance with Chapter 15 of the Grand Island City Code (1988 Ed.). A copy of Section 15-67 of the Grand Island City Code (1988 Ed.) is attached hereto as Exhibit B and made a part hereof by reference.

17. **ACCESS STREET CONSTRUCTION.** The City shall construct a new city street at a mutually agreeable time from U.S. Highway 281 extending westerly approximately one-fourth mile to the southeast corner of the Grand Island manufacturing facility. The street construction will be built with no assessment to the real estate currently owned by CNH at the Grand Island manufacturing facility.

18. **NATURAL GAS EQUIPMENT REIMBURSEMENT.** The City will reimburse CNH for equipment purchases and installation, modification, or rearrangement costs incurred at the Grand Island manufacturing facility for the calendar years 2002 through 2004 relating to additional consumption of natural gas by CNH at its plant. Reimbursements will be limited to not more than \$52,500.00 in total and may be requested in such amounts and at such time as CNH in its discretion chooses during the period stated above, subject to review and approval by a local review committee and the Mayor and City Council. CNH will complete an application and a letter each year describing the expenses incurred and providing a paid invoice for the reimbursable costs to enable disbursement of funds.

NEBRASKA DEPARTMENT OF ECONOMIC DEVELOPMENT BENEFITS

19. **NEBRASKA JOB TRAINING CONTRACT.** The parties agree and acknowledge that as an incentive for CNH to remain in Grand Island, the Nebraska Manufacturing Extension Partnership/Nebraska Department of Economic Development has entered into a job training contract with CNH prior to the execution of this MOU. The contract granted CNH up to \$1,850,000.00, including \$350,000.00 previously committed as a loan from the Nebraska Department of Economic Development, for training of employees at the Grand Island manufacturing facility for up to 345 new employees and 460 existing employees during the period from *December 1, 2000*, through *November 30, 2004*, unless the Department of Economic Development grants an extension to CNH in writing. The terms and conditions of the Nebraska Job Training contract are more specifically stated in an agreement between CNH and the Nebraska Department of Economic Development separate from this MOU.

EDC JOB CREATION AND TRAINING BENEFITS

20. **JOB TRAINING INCENTIVE FOR CURRENT EMPLOYEES.** The Grand Island Area Economic Development Corporation (EDC) will grant CNH up to \$90,000.00 to provide training at the Grand Island manufacturing facility for existing employees based on a 1:1 match from CNH. The grant will be payable in installments of \$45,000.00 on *December 2, 2002* and \$45,000.00 on *December 1, 2003*. Any incentive grants paid to CNH under the terms of this provision will be repayable in full to EDC immediately in the event CNH relocates combine production from the Grand Island manufacturing facility to another locality during the "relocation period".

21. BASIC AND ENHANCED JOB TRAINING INCENTIVE FOR NEW EMPLOYEES.

(a) The EDC will grant to CNH \$250.00 per year for a period of three years for each new FTE employee to provide basic training at the Grand Island manufacturing facility. The basic training benefit shall be based upon CNH hiring up to 150 new employees in excess of the current baseline of 630 FTE employees and CNH paying an average wage of \$12.50 per hour or more to all its employees at the Grand Island manufacturing facility. Upon CNH providing EDC with proof of the hiring of new employees and compliance with the wage terms of this paragraph, grant payments by the EDC shall commence on *December 1, 2004*, in an amount to not exceed \$37,500.00 per year or \$112,500.00 in total during the 36 month period beginning *December 1, 2004*. Each annual payment shall be based upon the average number of FTE's in the previous twelve month period from November through October with FTE's calculated as stated in paragraph 4 above. Any incentive grants paid to CNH under the terms of this provision will be repayable in full to EDC immediately in the event CNH relocates combine production from the Grand Island manufacturing facility to another locality during the "relocation period".

(b) Provided the City of Grand Island has a successful election for an additional one-half cent sales tax and an LB840 economic development plan at the *May 14, 2002* statewide primary election, EDC will grant to CNH \$250.00 for each new FTE employee to provide enhanced training at the Grand Island manufacturing facility. The enhanced training benefit shall be based upon CNH hiring up to 750 new employees in excess of the current baseline of 630 FTE employees and CNH paying an average wage of \$12.50 per hour or more to all its employees at the Grand Island manufacturing facility. Upon CNH providing EDC with proof of the hiring of new employees and compliance with the wage terms of this paragraph, grant payments by the EDC shall commence on *December 1, 2004* in an amount not to exceed \$150,000.00 for year one and \$187,500.00 for years two and three or \$525,000.00 in total during the 36 month period beginning *December 1, 2004*. Each annual payment shall be based upon the average number of FTE's in the previous twelve month period from November through October with FTE's calculated as stated in paragraph 4 above. Any incentive grants paid to CNH under the terms of this provision will be repayable in full to EDC immediately in the event CNH relocates combine production from the Grand Island manufacturing facility to another locality during the "relocation period".

22. NEW JOB CREATION INCENTIVE. Provided the City of Grand Island has a successful election for an additional one-half cent sales tax and an LB840 economic development plan at the *May 14, 2002* statewide primary election, EDC will grant to CNH \$400.00 for each new FTE employee as a new job creation benefit at the Grand Island manufacturing facility. The new job creation benefit shall be based upon CNH hiring up to 600 new employees in excess of the current baseline of 630 FTE employees and CNH paying an average wage of \$12.50 per hour or more to all its employees at the Grand Island manufacturing facility. Upon CNH providing EDC with proof of the hiring of additional employees and compliance with the wage terms of this paragraph, grant payments by the EDC, based upon the average number of FTE's in the previous twelve months, shall commence on *December 1, 2004*, in an amount not to exceed \$240,000.00 per annum for a three year period. Each annual payment shall be based upon the average number of FTE's in the previous twelve month period from November through October with FTE's calculated as stated in paragraph 4 above. Any incentive grants paid to CNH under the terms of this provision will be repayable in full to EDC

immediately in the event CNH relocates combine production from the Grand Island manufacturing facility to another locality during the “relocation period”.

23. **CENTRAL COMMUNITY COLLEGE TRAINING INCENTIVE.** The parties acknowledge that certain local foundations and Central Community College have formed a partnership and committed funds and facilities to provide training to add value to the already productive work force in the Grand Island area in the latest manufacturing technologies in areas such as industrial painting technologies, laser cutting and robotics welding. The partnership will include a committee consisting of three CNH employees and three persons representing a business and industry from the community to make investment decisions for the training program. The partners will provide approximately \$1,225,000.00 to Central Community College for funding this incentive.

DEFAULT CONDITIONS

24. **ACTS CONSTITUTING DEFAULT.** CNH will be deemed in default of the GIPL and FL if any one or more of the following occurs:

- a. CNH fails to satisfy the employee qualification and job performance targets for the respective loans set out in paragraphs 4, 8, 10 and 11.
- b. The majority stockholder(s) sell the controlling interest in CNH stock and the new controlling stockholder(s) reduce their commitment to the Grand Island manufacturing facility in terms of investment and employment; provided, however, that this provision shall not preclude any reorganization or merger of CNH with its present subsidiaries or affiliated companies.
- c. CNH relocates combine production from the Grand Island manufacturing facility to another locality during the relocation period.
- d. CNH fails to provide in a timely manner required financial statements, employee reports, employee surveys or other administrative documentation identified by this MOU.
- e. CNH becomes bankrupt or insolvent.
- f. CNH officers or employees engage in fraud, misrepresentation, misappropriation or unauthorized use of GIPL and/or FL proceeds.
- g. CNH fails to comply with the terms and conditions of this MOU or any related loan document.

25. **LEGAL NOTICE AND CORRECTION OF DEFAULT.** The City will notify CNH in writing if it deems that there is a default of any of the above conditions. CNH will have 30 days from the receipt of the notice to correct the condition creating the default. If the conditions creating the default are not removed then the City will notify CNH that it and/or Grand Island Partners are accelerating payment of the FL and GIPL, including any interest

accrued. The City and/or GIP may exercise any legal rights under the law to collect payments which may be due them.

26. **DEFAULT COSTS.** Any legal costs incurred in the collection of the FL or GIPL by the City or GIP may, at the sole discretion of the lender, be added to the outstanding balance of principal and accrued interest. These costs shall become the responsibility of CNH and its guarantor.

GENERAL CONDITIONS

27. **CONFIDENTIAL COMMERCIAL AND PROPRIETOR INFORMATION.** The parties agree and acknowledge that all payroll and employment information prepared and provided by CNH in furtherance of the terms and conditions of this agreement is proprietary and commercial information which if released may give advantage to business competitors and serve no public purpose. Accordingly the respective parties covenant and agree that all such information shall be deemed confidential and each shall endeavor to protect the confidentiality and prevent any dissemination of such information beyond the persons responsible for carrying out the terms and conditions of this MOU.

28. **COVENANTS OF PARTIES.** Each of the parties covenants that it is duly organized and existing in conformity with the laws of its respective place of origin, is authorized to do business in the State of Nebraska and has the authority to lawfully enter into this MOU and all of the associated transactions envisioned hereunder with the various parties. The parties to this MOU covenant that each refrain from any act or failure to act which would render this MOU and the associated transactions, in whole or in part, void or illegal.

29. **FINANCIAL REPORTING.** CNH will provide the Project Administrator audited financial statements within 180 days after the close of each fiscal year end. These may be the same statements offered to the stockholder(s) of CNH, or submitted to the Securities and Exchange Commission.

30. **NO MATERIAL CHANGE.** The financial information of CNH and all other features of the transactions in connection with GIPL #1, GIPL #2 and FL will be accurately represented by CNH without material change or non-disclosure of material facts.

31. **WARRANTY OF REPRESENTATION.** CNH warrants that the loan proceeds will be used as set forth in the MOU. CNH further warrants that the information contained in the application for the City of Grand Island loan including the commitment to give first consideration in hiring LMI individuals, listing by job title those employees to be retained the commitment that training will be provided for jobs requiring special skills or education and the description of the first consideration process is accurate and will be fulfilled by CNH.

32. **NO LEGAL SUITS AND PAYMENT OF TAXES.** CNH warrants that there are no legal actions, suits, or proceedings pending or, to its knowledge are threatened against CNH or investors before any court or administrative agency, which, if determined adversely to CNH, would have a material adverse effect on the financial condition of CNH, nor is there any evidence that would suggest CNH or its investors are in violation of any federal, state or local regulations, ordinances or laws that might increase the opportunity for failure of this project.

33. **LOAN DOCUMENTATION & COSTS.** All the costs of preparing the FL documents will be at the expense of the City.

34. **JURISDICTION.** This agreement and any future lending agreement grievances, conflicts, or legal proceedings shall be governed by Nebraska law and regulation, and subject to its legal venue in any settlement thereof.

35. **FUTURE AMENDMENTS.** From time to time, the undersigned may jointly desire to amend the terms of this MOU, or any future lending agreement and supporting loan documentation. Such consent shall not be unreasonably withheld, but must be acknowledged in writing by all the original parties to this MOU before going into effect.

36. **SEVERABILITY.** Nothing contained in this MOU shall be construed to require the commission of any act contrary to law. Should any court of competent jurisdiction find there is any conflict between any provision here and any present or future law, the provision of this agreement affected thereby shall be curtailed and limited to the extent necessary to bring it into conformity with the requirements and the remaining provisions of this MOU shall remain in full force and effect.

37. **WARRANTIES AND REPRESENTATIONS.** CNH certifies that the corporate official(s) named in the corporate borrowing resolution have been given the legal capacity to contract with the City, enter into any legal agreements with the City, and have accurately and fully disclosed the information required in this project which may be relied upon by the undersigned in their lending agreements.

38. **NOTICES.** All notices issued in furtherance of this agreement shall be in writing and sent to all parties by first class, U.S. mail, postage prepaid, to the following addresses:

New Holland North America, Inc.	City of Grand Island, Nebraska
c/o CNH Global, N.V.	Attn: Mayor
Attn: Debra Kuper	100 East First Street
100 Saunders Road	P.O. Box 1968
Lake Forrest, IL 60045	Grand Island, NE 68802

Wells Fargo Bank, Nebraska	Grand Island Area Economic Development Corp.
Attn: Kurt Haecker	Attn: President
304 West Third Street	P.O. Box 1151
Grand Island, NE 68801	206 North Locust Street
	Grand Island, NE 68802

39. **ASSIGNMENT BY CNH.** Because of the unique nature of this agreement, the parties agree that this agreement and any rights or obligations hereunder shall not be assigned; provided, however that CNH shall have the right to assign the agreement to affiliates, subsidiaries or successors without prior approval of the parties; provided written notice of the assignment and the terms thereof is sent to the parties to this MOU not less than ten (10) days prior to the effective date of the assignment.

40. **TIME LINE ILLUSTRATION.** Attached hereto is Exhibit C for informational purposes only, is a document showing the time lines for the various events stated and described in this MOU.

DATED this _____ day of _____, 2002.

CITY OF GRAND ISLAND, NEBRASKA,
A Municipal Corporation,

NEW HOLLAND NORTH AMERICA,
INC., A Corporation

By: _____
Ken Gnadt, Mayor

By: _____
Alberto Fornare, Treasurer, Vice President

ATTEST:

RaNae Edwards, City Clerk

WELLS FARGO BANK NEBRASKA,
A Corporation, as lead lender for **GRAND**
ISLAND PARTNERS,

GRAND ISLAND AREA ECONOMIC
DEVELOPMENT CORPORATION,
A Corporation,

By: _____
Kurt A. Haecker
Community Banking President

By: _____
Kurt A. Haecker, Chairman

RESOLUTION 2002-394

WHEREAS, during the summer of 2000, CNH Global, the parent company of the local New Holland manufacturing plant, announced that it was closing 20 percent of its manufacturing plants worldwide and reduce its workforce by approximately 20 percent; and

WHEREAS, as an incentive to keep the local manufacturing plant in operation, City officials, the State of Nebraska and various local agencies and lending institutions partnered together to formulate a plan to assist New Holland in its efforts to remain in the Grand Island area; and

WHEREAS, it was determined that the Grand Island New Holland facility would be used exclusively for the production of modern harvesting machinery; and

WHEREAS, a proposed Memorandum of Understanding Mutual Agreement for Inducement Loans and Benefits has been prepared to provide incentives to New Holland for remaining in the community.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Memorandum of Understanding Mutual Agreement for Inducement Loans and Benefits is hereby approved by and between New Holland North America, Inc., the City of Grand Island, the Grand Island Area Economic Development Corporation, and Wells Fargo Bank Nebraska as lead lender of Grand Island Partners which sets out the terms, conditions, and commitments of the respective parties to lend funds and provide inducements in support of the operation of the Grand Island manufacturing facility.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska on December 17, 2002.

RaNae Edwards, City Clerk

Approved as to Form ? _____ December 12, 2002 ? City Attorney
--



City of Grand Island

Tuesday, December 17, 2002

Council Session

Item I2

#2002-395 - Approving Additional Funding for the Central District Health Department

The City and County have participated in numerous discussions over the last few years concerning the Grand Island – Hall County Health Department’s need for additional and different office space. Since those discussions have begun, the Department has become a three county Central District Health Department which increases the need for additional space.

The County had initially recommended and offered the use of the current County Attorney’s building for the Health Department. As time went on and the County’s facilities plan developed, they offered the Health Department \$250,000 to go toward the purchase of their own building. Members of the County Board and the Health Department have met with City Staff and Council members to discuss the possibility of matching the County’s contribution.

The City Council had already exceeded the County’s \$50,000 remodel fund by budgeting \$75,000. The Health Department is looking at various options for locating the Department. The Central District Health Department Board has passed a resolution requesting the City to provide funds to match or exceed the \$250,000 offered by the Hall County Board.

Staff recommends approving the resolution to increase the City’s funding from \$75,000 to \$250,000 to be taken out of the City’s Fund 150 of the General Fund.

Staff Contact: Marlan Ferguson

MEMORANDUM

TO THE CITY COUNCIL OF GRAND ISLAND, FROM THE CENTRAL DISTRICT BOARD OF HEALTH
REGARDING FINANCING OF FACILITY FOR THE CENTRAL DISTRICT HEALTH DEPARTMENT

RESOLUTION

Whereas, the Central District Health Department provides public health services for the approximately 53,000 citizens of Hall County and also those of Hamilton and Merrick Counties;

Whereas, the Central District Health Department currently resides at 105 East First Street, Grand Island, NE, in a Hall County owned building, and houses up to 25 or more full and part time staff members, the facility has become too small and too inadequate to provide for this growing mission;

Whereas, the Central District Health Department is consequently seeking a new premises for its operations;

Whereas, the Hall County Board of Supervisors has offered the Hall County Office Building at 117 East First Street, Grand Island, NE, for the new location of the Central District Health Department;

Whereas, the Hall County Board of Supervisors wishes to amend above offer to include a proffer of \$250,000 to seek an alternate location for operations other than the Hall County Office Building at 117 East First;

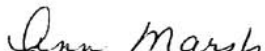
Whereas, after much research by the Board of Health, it has been found that the cost of alternate building space for the Central District Health Department will exceed the above \$250,000 by an additional \$250,000;

Be it resolved that we the Board of Health for the Central District Health Department, request the City of Grand Island to provide funds to match or exceed the \$250,000 proffered by the Hall County Board of Supervisors.

The said funds will be allocated entirely for the lease or purchase of building space for the Central District Health Department.

Central District Health Department
Board of Health


Mark W. Jorgensen, President


Ann Marsh, Vice President

December 9, 2002

RESOLUTION 2002-395

WHEREAS, the City of Grand Island and the County of Hall have had numerous discussions in the past few years pertaining to office space limitations in the building utilized by the Grand Island-Hall County Health Department; and

WHEREAS, the health department recently reorganized, as is now known as the Central District Health Department which provides services to a three-county area; and

WHEREAS, the space constraints remain a problem for the health department, and options have been discussed for relocating the department to another building; and

WHEREAS, on April 23, 2002, the City of Grand Island approved funding in the amount of \$75,000 for renovation costs to the Hall County Office Building to locate the Central District Health Department in that building; and

WHEREAS, the health department is currently seeking other options for locating the department; and

WHEREAS, it is in the City's best interests to financially assist the health department in their goals of relocating the department; and

WHEREAS, it has been suggested to increase the City's financial contribution from \$75,000 to \$250,000 to be used for the Central District Health Department's relocation and/or building renovation expenses.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that funding by the City of Grand Island to the Central District Health Department be increased from \$75,000 to \$250,000 to assist in the costs associated with relocating and/or renovating an existing building for their use.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska on December 17, 2002.

RaNae Edwards, City Clerk

Approved as to Form ? _____ December 12, 2002 ? City Attorney
--



City of Grand Island

Tuesday, December 17, 2002

Council Session

Item I3

#2002-396 - Approving FOP Contract

Proposed is a 5 year contract between the FOP, Local #24 and the City of Grand Island. The City and FOP began negotiating this contract in September, 2002 and have reached a tentative agreement. Approval is recommended.

Staff Contact: Marlan Ferguson

AGREEMENT

THIS AGREEMENT, effective October 1, 2002, is between the **CITY OF GRAND ISLAND** (hereinafter referred to as the "City"), and **GRAND ISLAND LODGE NO. 24 OF THE FRATERNAL ORDER OF POLICE** (hereinafter referred to as the "F.O.P.").

PURPOSE AND INTENT OF THE PARTIES

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

ARTICLE I F.O.P. RECOGNITION

The City recognizes the F.O.P. as the sole and exclusive collective bargaining representative for the pay classifications of Police Officers, Sergeants, Captains and those holding the working title of Lieutenants.

ARTICLE II RESIDENCY

All employees covered under this agreement are required to reside within fifty (50) miles of the city limits of the city of Grand Island. Current employees will establish residency within six (6) months after the beginning of this agreement. New employees, hired after the starting date of this agreement, will establish residency within six (6) months after the calendar date of the start of employment and will maintain residency during the term of the employment. For purposes of this agreement, residency will mean the employee's domicile.

ARTICLE III HOURS OF WORK

After January 13, 2003, for purposes of calculating eligibility for overtime, "hours worked" shall include actual hours worked and other leaves that are counted as "hours worked" with respect to non-union city employees as of January 13, 2003. Until that time, all pay codes other than "actual hours worked" are excluded from overtime calculations. Overtime shall be paid after an employee has worked forty (40) hours. Employees shall be entitled to two (2) consecutive days off during each work week.

**ARTICLE IV
HOLIDAYS AND HOLIDAY PAY**

A. Holidays

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

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

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

B. Eligibility for Holiday Pay

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

C. Holiday Pay and Holiday on Pay

Holiday pay shall consist of straight pay up to eight (8) hours plus additional compensation at the rate of 1.3 times the regular rate of compensation for those who are regularly scheduled to work. For those who are called into work on the holiday, they shall receive as compensation straight pay up to eight (8) hours plus additional compensation at the rate of 1.4 times the regular rate of pay for the actual hours worked as holiday on pay. No compensatory time may be accrued in lieu of being paid Holiday on Pay or Holiday Pay.

D. Holiday Pay During Leave of Absence

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

**ARTICLE V
PERSONAL LEAVE**

The City will provide two (2) personal leave days each agreement year, commencing October 1 and ending September 30, to all eligible employees. The day selected by the employee must have the prior approval of the supervisor. One personal holiday must be taken within the

first one hundred eighty (180) days of the year and one personal holiday must be taken within the second one hundred eighty-five (185) days of the year.

**ARTICLE VI
VACATIONS**

A. Eligibility

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

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

B. Amount Authorized

Authorized leave shall be computed on the following basis as of fiscal contract year 2003-2004;

<u>Years of Employment</u>	<u>Vacation Earned</u>
1-4	Ten (10) days
5-9	Fifteen (15) days
10-14	Seventeen (17) days
15-19	Nineteen (19) days
20-24	Twenty (20) days
25+	Twenty-one (21) days

C. Vacation Schedule

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

D. Vacation Carry Over

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

E. Vacation Credit on Termination and Retirement

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

ARTICLE VII SICK AND FUNERAL LEAVE

A. Amount Authorized

1. **Sick Leave.** Sick leave shall be earned by each employee at the rate of eight (8) hours for each calendar month of service.
2. **Funeral Leave.** Funeral leave shall be granted to eligible employees for up to three (3) days per calendar year. Any portion of a workday used for funeral leave shall be considered a full day of funeral leave. No funeral day leave shall be compensated at the rate of more than eight (8) hours per day.

B. Use of Sick Leave

Sick leave with pay must be earned before it can be taken and advancing sick leave is prohibited. Employees may utilize their allowances of sick leave when unable to perform their work duties by reason of personal illness, fatigue due to job related duties, noncompensable bodily injury, pregnancy, disease, or exposure to contagious diseases under circumstances in which the health of other employees or the public would be endangered by attendance on duty. Sick leave with pay may be utilized to keep medical or dental appointments. Sick leave may also be utilized for a maximum of five (5) days in each calendar year for illness of a member of an employee's immediate family or household. For purposes of sick leave, "immediate family member" shall mean a child, spouse, parent and parents-in-law. "Child" shall include a biological, adopted or foster child, a step-child, a legal ward, or a child of a person standing in "loco parentis".

C. Use of Funeral Leave

Upon completion of one (1) year of continuous service, an employee shall be eligible to use up to three (3) days of paid funeral leave for the death of an immediate family member. For purposes of funeral leave, "immediate family member" shall include son, daughter, sibling, spouse, parent, grandparent, grandchild, and in-laws of the same relation. Funeral leave shall not exceed three (3) days in any calendar year.

D. Sick Leave – Reports on Condition

When an employee finds it necessary to utilize sick leave, his or her supervisor should be notified immediately. An employee must keep the Police Chief informed of the employee's

condition. An employee may be required by the Police Chief to submit a medical record or certificate for any absence. Failure to fulfill these requirements may result in denial of sick leave.

E. Fraudulent Use of Sick or Funeral Leave

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

F. Compensation for Accumulated Sick Leave Days Over 120

An employee may accumulate sick leave to a maximum of One Hundred Twenty (120) working days. The City will compensate such employee for unused sick leave in excess of One Hundred Twenty (120) days accumulated sick leave, on an annual basis. The compensation will be at the rate of fifty percent (50%) day's pay, based upon current pay rate at the time of such compensation, for each day of unused sick leave for the preceding year. The compensation shall be paid annually at a time to be determined by the City.

G. Notification

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

H. Compensation for Unused Sick Leave at Retirement

Each employee upon retirement shall be paid for fifty percent (50%) of his or her accumulated sick leave, the rate of compensation to be based on the employee's salary at the time of retirement. The compensation for the death of an employee not occurring in the line of duty shall be made to the employee's beneficiary or estate at the rate of fifty percent (50%) of all unused sick leave.

I. Compensation for Unused Sick Leave upon Death in the Line of Duty

If an employee is killed in the line of duty, said employee's designated beneficiary on his or her City life insurance policy shall be paid for all of his or her accumulated sick leave, the rate of compensation to be based upon the employee's salary at the time of death.

J. Family and Medical Leave Act Policy

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

**ARTICLE VIII
CALL IN PAY**

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

**ARTICLE IX
MILITARY LEAVE**

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

**ARTICLE X
COURT LEAVE**

A. When Authorized

Any employee required to attend as a witness or in any other capacity directly related to his or her official duties, in any case during session of the juvenile court, county court, district court, mental health board, department of motor vehicles, or before any grand jury proceedings, during off-duty periods, shall be entitled to compensation at the rate of pay of 1.5 times the regular rate of pay for each appearance at a minimum of two hours or for the actual time, if longer. All appearances before any tribunal prior to its noon recess of any given day shall be considered one appearance. All appearances before any tribunal subsequent to its noon recess of any given day shall be considered one appearance. When the employee is testifying in other litigation to which he or she is a party, such employee shall not be granted court leave but may use vacation leave or compensatory time or be granted leave without pay for the length of such service. It is recognized that the court pay at the rate of 1.5 times the regular rate of pay is considered premium pay and court time shall not count as hours worked for the calculation of overtime. Court leave will be paid in this manner as of January 13, 2003.

B. Procedure

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

C. Fees

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

ARTICLE XI DISABILITY

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

the employee's gross salary at the time of the commencement of the leave, plus any allowed and approved cost of living increase which commences during the period of leave.

7. The City reserves the right of subrogation because of payment of temporary disability leave to any employee who is disabled or injured by a third party, and reserves the right to pursue collection from the employee of any money paid by the party to the extent of the City's payment of temporary disability leave. Should the employee receiving temporary disability leave collect from the third party for salary, wages or expenses otherwise paid by the City, he or she will reimburse the City for money paid as temporary disability leave or expenses resulting from the injury.
8. Nothing in this Article shall be interpreted to mean that the City shall have the right to initiate civil litigation in the name of the employee against the party or representative or such party until after receiving consultation and advice of the employee and a signed waiver to that effect.

ARTICLE XII GENERAL PROVISIONS CONCERNING LEAVE

A. Absent Without Approval

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

B. Authorized Leave Forms

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

C. Leave Covered by FMLA

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

ARTICLE XIII PENSION RETIREMENT PLAN

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

ARTICLE XIV FITNESS FOR DUTY

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

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

The rates of pay for work performed under this agreement are based upon comparability using the Nebraska cities of Hastings, Kearney, Norfolk, North Platte and Fremont. This array was established by CIR decision of 2002.

A. 2002-2003 Fiscal Year

Rates of pay from October 1, 2002 through September 30, 2003, for work performed in the various classes of work under this agreement shall be as shown on the new pay plan, attached hereto as Exhibit "A" and shall take effect the first full pay period of October 2002 (October 7, 2002). For each fiscal year, the new rate of pay as outlined in Exhibit "A" and for the following fiscal years once COLA is implemented, said new rate of pay and COLA's shall take effect during the first full pay period in the month of October.

B. 2003-2004 Fiscal Year

Effective in the first full pay period of October, 2003, Steps 1 through 8 of the pay ranges for police officer, police sergeant and police captain shall be adjusted by a cost of living adjustment (COLA) at three and one-half percent (3.5%).

C. 2004-2005 Fiscal Year

Effective in the first full pay period of October, 2004, Steps 1 through 8 of the pay ranges for police officer, police sergeant and police captain shall be adjusted by a cost of living adjustment (COLA) at three and one-half percent (3.5%).

D. 2005-2006 Fiscal Year

The City and FOP agree to do a salary survey with the agreed upon array guaranteeing the FOP receive 1.5% over mid-point. The wages will be effective in the first full pay period of October 2005, Steps 1 through 8 of the pay ranges for police officer, police sergeant and police captain shall be adjusted by the survey results. The array will remain the same cities as those used in 2002 unless a particular city in the array would become disqualified by CIR standards. In such case, any city that is disqualified by CIR standards shall not be included in the array.

E. 2006-2007 Fiscal Year

Effective in the first full pay period of October, 2006, Steps 1 through 8 of the pay ranges for police officer, police sergeant and police captain shall be adjusted by a cost of living adjustment (COLA) at three and one-half percent (3.5%).

F. Pay Step Upon Demotion

An employee who fails to satisfactorily perform the duties of a classification into which he/she has been promoted may be demoted to the classification from which promoted. Such

employee shall return to the same pay step held prior to promotion with the same regular status held prior to promotion.

G. Compensatory Time

In lieu of payment for overtime hours worked, the employee may elect to take compensatory time off. One and one-half (1½) hours of compensatory time shall be credited for each overtime hour worked. Unused accumulated compensatory time may be converted to overtime pay only upon termination of employment unless otherwise authorized by the Chief of Police. Compensatory time may not be used on a holiday. Compensatory time may be accumulated up to eighty (80) hours annually (53.334 actual hours worked), with the year commencing October 1. All compensatory time that is not used by the September 30th of each year shall be paid out in cash to the employee at the regular hourly rate for the hours left in the compensatory time bank. The pay-out for the unused compensatory time shall occur in the second pay period in the month of October. It shall be permissible to use less than eight (8) hours at a time. Compensatory time shall be used only with the approval of the Chief or the Chief's designated representative.

ARTICLE XVI PAY PLAN STRUCTURE

A. Administration of Pay Schedule

1. Officers, Sergeants and Captains will be considered for pay schedule step increases upon receiving satisfactory performance appraisals according to the following schedule:

- | | |
|---------|--|
| Step 1. | Entry level; |
| Step 2. | Upon successful completion of six (6) months of service in step 1 of the job classification and upon receiving a satisfactory performance appraisal; |
| Step 3. | Upon successful completion of six (6) months of service in step 2 of the job classification and upon receiving a satisfactory performance appraisal; |
| Step 4. | Upon successful completion of twelve (12) months of service in step 3 of the job classification and upon receiving a satisfactory performance appraisal; |
| Step 5. | Upon successful completion of twelve (12) months of service in step 4 of the job classification and upon receiving a satisfactory performance appraisal; |
| Step 6. | Upon successful completion of eighteen (18) months of service in step 5 of the job classification and upon receiving a satisfactory performance appraisal; |

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

B. Probationary Period

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

**ARTICLE XVII
EMPLOYEE RELATIONS**

A. General

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

B. Membership in F.O.P.

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

C. Disciplinary Action

1. **Cause: Good** cause for disciplinary action against any employee shall include any cause so specified in the Employee Reference Manual of the City of Grand Island and the rules and regulations of the City Civil Service Commission.
2. **Reprimand:** The Police Chief or designated representative may reprimand any employee for cause. Such reprimand may be in writing and addressed and presented to the employee who will initial receipt. A signed copy shall be delivered to the Mayor's office for inclusion in the employee's personnel file. The employee may submit an explanation or rebuttal.
3. **Civil Service:** It is agreed by the parties that all applicable provisions of the Rules and Regulations of the Grand Island Civil Service Commission are hereby made part of this agreement and by this reference made part hereof.

It is the policy of the City of Grand Island to provide a system of progressive discipline which affords an opportunity for the resolution of unsatisfactory employee performance or conduct. Such system shall include an appeal procedure to assure the equitable and consistent application of discipline.

Discipline may begin with the least severe disciplinary action and progress, if necessary, to more severe actions. However, the severity of the incident may warrant any level of initial disciplinary action.

ARTICLE XVIII GRIEVANCE PROCEDURE

A. Procedure

An alleged grievance arising from an employee shall be handled in the following manner:

A grievance for the purpose of the agreement refers to a question of interpretation, application, and meaning of the terms of the labor agreement between the City and the F.O.P.

Employees shall raise and thoroughly discuss any matters of disagreement with their immediate supervisor in order to informally resolve as many matters as possible.

In reducing a grievance to writing, the following information must be stated with reasonable clearness:

The exact nature of the grievance, the act or acts of commission, the time and place of the act of commission or omission, the identity of the party or parties who claim to be aggrieved, the provisions of this agreement that are alleged to have been violated and the remedy which is sought.

In the event that satisfactory settlement is not or cannot be reached after the matter has been informally raised with the immediate supervisor, the following procedure shall be used in submission of a grievance.

1. **First Step** – Any employee who believes that he/she has a justifiable request or grievance shall discuss the request or complaint within five (5) calendar days with the Deputy Chief, with or without the F.O.P. representative being present, as the employee may elect, in an attempt to settle the same. If a grievance or request has not been satisfactorily resolved in Step One, it may be presented in writing and proceed to Step Two only if the F.O.P. representative determines that it constitutes a meritorious grievance. A grievance to be considered beyond Step One must be filed in writing with the Police Chief on the form provided by the City.
2. **Second Step** – The Police Chief shall consider the grievance and notify the employee in writing within seven (7) calendar days after receipt of the grievance.
3. **Third Step** – If the grievance is not settled to the satisfaction of the employee, the employee or employee's representative shall present it in writing to the Mayor of the City or the Mayor's designated representative within seven (7) calendar days after the decision of the Police Chief. The Mayor or designated representative shall notify the employee of the decision made and of any action taken within ten (10) calendar days after receipt of the grievance.
4. **Fourth Step** – If the grievance is not settled to the satisfaction of the employee, he/she may appeal, within ten (10) days after receipt of the City's decision to a court of competent jurisdiction.

The grievant may use vacation leave to prepare or present the case. Nothing in this agreement shall prevent the grievant from including in his or her petition a prayer for remuneration for time expended in the preparation, trial, or other time lost relating to grievance under consideration.

B. General Conditions

All grievances shall be presented by the employee in person. The employee shall not be paid for any time used to present a grievance. An employee must obtain the permission of the immediate supervisor before leaving the job to present a grievance. (None of the above precludes the possibility of meetings at any step of the grievance procedure among the parties involved to discuss the issues and to attempt to settle them at that step). Nothing in the foregoing provisions shall be construed to apply to the extent, if any, that such provisions may become in conflict with a duly enacted statute of the state or a decision of the court of competent jurisdiction.

The time limits provided in this Article shall be strictly construed and the failure of any moving party to meet the time limits listed in this Article relative to the processing of the grievance shall constitute an unconditional acceptance of the remedy promulgated at the last step, or constitute a rescission of the act giving rise to the grievance, whichever is appropriate.

ARTICLE XIX OTHER BENEFITS

A. Hospitalization, Medical, Dental and Long-Term Disability Insurance

The City agrees to pay hospitalization, medical, dental and long-term disability insurance during the term of this agreement for the employee and the employee's dependents. For the contract year October 1, 2002 through September 30, 2003, the employee shall contribute seven percent (7%) for single coverage. For family coverage, and all other coverages asked for by the employee, the employee shall contribute fourteen (14%) of the premium. For the remaining duration of the contract, the co-pay of premium percentages for the membership of the FOP shall be the same as is used for the non-union city employees of the City of Grand Island.

B. Life Insurance

The City will provide a \$30,000.00 life insurance policy for the employee. Such policy contains an option allowing the employee to purchase additional insurance. The premium for the optional insurance shall be paid by the employee.

C. Discontinuance of Insurance

1. Except as provided under the City's Family and Medical Leave Act (FMLA) Policy, or otherwise as required by law, an employee who is on a leave of absence without pay will be removed from coverage under the City's hospitalization, dental and medical insurance plan on the first day of the month following the effective date of the leave and shall remain off the City's plan for the duration of said leave of absence. Upon expiration of such leave and upon return of the employee to active duty, he or she will receive coverage on the first day of the month following his/her return. If the leave of absence is not covered by the FMLA policy, the employee shall have the option of retaining coverage under the City's hospitalization, dental and medical insurance plan if the employee pays one-hundred percent (100%) of the premium cost during an approved leave of absence.
2. The employee will be required to pay the premium on the life insurance policy during any leave of absence. The employee shall pay both the City's premium and employee's premium, if any, during this period.

D. Uniform Allowance

All employees covered by this agreement shall be designated as uniformed officers for the City. The City shall provide a uniform allowance to be paid at the rate of Twenty Five Dollars (\$25.00) per pay period for the first two pay periods of a month per employee. The total

amount paid per month per employee is fifty dollars (\$50.00). The City shall provide to each employee covered by this agreement: brass, handcuffs, whistle, nightstick, case, flashlight, batteries for flashlight, a weapon, ammo clips and a belt.

E. Body Armor

The City shall provide contribution toward the purchase of protective body armor by employees as follows:

1. The City's contribution shall be eighty percent (80%) of the first Five Hundred Dollars (\$500.00) of actual cost of an employee's body armor. The maximum contribution by the City shall not exceed Four Hundred Dollars (\$400.00) per employee.
2. The City's contribution shall apply only to purchases of body armor made after the date of signature of this agreement.
3. The City's contribution shall apply only to initial purchases of body armor and replacement purchases made five (5) or more years after the last purchase to which the City made any contribution.
4. No more than twenty (20) employees shall be eligible to receive a contribution toward the purchase of body armor in each fiscal year covered by this agreement. Additional body armor shall be provided for newly hired employees.

F. Tuition and Book Reimbursement Program

Tuition and book reimbursement shall be available, subject to the following restrictions, for the purpose of enhancing the knowledge and skills of employees to better perform their current duties:

1. **Qualification Process.** The determination of whether a request qualifies for the tuition reimbursement program shall be made by the Chief of Police based upon the following considerations:
 - a. Is there budget authority?
 - b. Is the book necessary for said course, job related?
 - c. Is there supervisor approval?
 - d. Is the employee requesting reimbursement eligible for other assistance programs?
2. **Approval Process.** To receive tuition reimbursement, the employee must submit a "Tuition Request Form", which shall contain the qualification information discussed above, as well as the employee's financial request. Reimbursement approval is limited as follows:
 - a. Base tuition and necessary books only. No reimbursement shall be allowed for other fees.

- b. Tuition shall be limited to the following in-state rates:
 - Two year degree: Central Community College rates.
 - Four year degree: University of Nebraska-Kearney rates.
 - c. If the employee is eligible for other assistance programs, the City will provide secondary benefits only.
3. **Reimbursement Process.** Any employee requesting tuition reimbursement shall submit a grade report indicating a “B” or higher, and the tuition request form to the Chief of Police for inclusion in the next payroll period.
 4. **Service Requirement.** Tuition reimbursement is available to permanent full time employees.
 5. **Eligibility Requirements.** Tuition reimbursement shall be limited as follows:

a.	Less than two (2) years of service:	\$ 300.00
b.	Two (2) to Five (5) years of service:	\$ 600.00
c.	Five (5) to Ten (10) years of service:	\$2,000.00
d.	Over ten (10) years of service:	No limitations

Said amounts are to be paid annually from October 1 through the end of the following September.
 6. **Effective Date.** The tuition reimbursement program is a non-retroactive policy and shall go into effect on the date of the ratification of this contract.

G. Cafeteria Plan

The City agrees to maintain a pre-tax contribution plan for medical and hospitalization insurance as long as said plan is generally maintained for employees of the City. The employees covered by this contract shall be allowed to utilize said plan.

The City also agrees to maintain a cafeteria plan for health care reimbursement and dependent care assistance, and allow the employees covered by this contract to utilize such plan as long as such plan is maintained for city employees of the City of Grand Island.

H. Employee Assistance Program

The City agrees to allow the employees covered by this contract access to the Employee Assistance Program, as long as the City maintains such program.

ARTICLE XX SENIORITY

A. Continuous Service

Seniority shall be based on continuous length of service in a classification without a break or interruption; provided, that any suspension for disciplinary purposes, absence on authorized leave with pay, absence on authorized leave without pay, or lay-off for thirty (30) calendar days or less, shall not constitute a break of interruption of service within the meaning of this Article.

B. Date of Entry

Seniority shall commence from the date an employee enters a classification.

C. List

A list of employees arranged in order of seniority by classification shall be maintained and revised and updated as is necessary.

D. Same Date of Entry

Where two or more employees in the same classification were appointed on the same date, their seniority standing shall be determined by the Police Chief at that time and the individuals so notified.

E. Shift Vacancy Assignment

Seniority shall be a consideration in granting employee's preference relative to shift assignment when filling a vacancy in the patrol division. It is understood that the Chief of Police, in the best interest of the operation of the Police Department, may reassign an officer to another shift.

F. Higher Classification Preference

When two or more employees are promoted to a new classification from different classifications, the employee promoted in the higher classification shall be senior.

G. Days Off Vacancy Assignment

Seniority shall be a consideration in the assigning of days off when filling a classification vacancy. Seniority shall not be used to change established work schedules.

**ARTICLE XXI
BILINGUAL PAY**

Eligible employees proficient in an approved second language shall be paid Five Hundred Dollars (\$500.00) per calendar year, such pay to be included in the second paycheck in November. The Chief of Police shall determine which languages are “approved” based upon the needs of the department as they relate to the population make-up of Grand Island.

A test shall be developed by the Human Resources Department to test the proficiency of the employee in each approved language before an employee is eligible for bilingual pay.

**ARTICLE XXII
RISK MANAGEMENT COMMITTEE**

The City agrees to establish and maintain an employee advisory committee to aid in obtaining health, medical, dental, life and disability insurance as well to address safety and risk management issues.

**ARTICLE XXIII
SAFETY COMMITTEE**

A. Members

There shall be a joint committee established, effective the date of ratification of this agreement, consisting of three (3) representatives of the City and three (3) members of the bargaining unit selected by the F.O.P. who shall, at regular intervals, meet to discuss safety problems, and if necessary, tour the premises. The first chairperson of said committee shall be a member of the F.O.P., said position thereafter to rotate annually between the City and the F.O.P.

B. Subjects

All questions relating to safety, including equipment and procedures shall be considered proper subjects for discussion.

C. Common Concern

It is agreed by the parties that the question of safety is a common concern and to this end the parties agree to use all reasonable means of protecting the health and welfare of all employees.

D. Administrative Review

The recommendations of the safety committee shall be forwarded to the Chief of Police for review and consideration. The Chief of Police shall provide a response to such recommendations to both the Chief Administrative Officer of the City and the members of the safety committee within twenty (20) working days of receipt of the recommendation. An additional ten (10) working days will automatically be granted upon written request for

additional time to respond. If no response has been made after the additional ten (10) days has elapsed, an F.O.P. representative on the committee may directly contact the Chief Administrative Officer for further action.

ARTICLE XXIV MANAGEMENT RIGHTS

A. Collective Bargaining

The City has endorsed the practices and procedures of collective bargaining as an orderly way to conduct its relations with this group of employees, provided, that the City, acting through its chief administrative officer of the City, retains the right to effectively operate in a reasonable and efficient manner to serve the best interests of all the citizens of the City.

B. Reserved Rights

Except where limited by express provisions elsewhere in this agreement, nothing in the agreement shall be construed to restrict, limit, or impair the rights, powers and the authority of the City as granted to it under the laws of the State of Nebraska and City ordinances. These rights, powers and authority include, but are not limited to the following:

1. Discipline or discharge for just cause whether arising under this agreement or City work rules.
2. Direct the work force, expressly reserving all 7K rights as outlined by federal law. The parties acknowledge that the City's express reservation of all 7K rights as outlined by federal law should not be understood as an affirmative agreement by the FOP to the use of 7K provisions to implement any schedule changes or alteration from the manner of calculating overtime compensation. In the event that the City implements any schedule changes or alteration in this reservation of rights, the City agrees to provide the FOP with six (6) months notice prior to such implementation.
3. Hire, assign or transfer employees.
4. Determine the mission of the City.
5. Determine the methods, means, number of personnel needed to carry out the City's mission.
6. Introduce new or improved methods or facilities.
7. Change existing methods or facilities.
8. Relieve employees because of lack of work.
9. Contract out for goods or services.

10. The right to classify jobs and to allocate individual employees to appropriate classifications based upon duty assignments. The City will not abolish or change any bargaining unit classifications for the purpose of depriving the bargaining unit employees of their benefits under this agreement.

C. Scope of Negotiations

The parties acknowledge that they have had the opportunity to present and discuss proposals on any subject which is, or may be, subject to collective bargaining.

D. Matters Not Specifically Mentioned

Any and all matters not specifically mentioned in this agreement are reserved to the City. Such matters reserved to the City shall not be subject to grievance proceedings or negotiation during the life of this contract.

E. Chief Administrative Officer

All industrial relation functions of the City shall be handled by the chief administrative officer of the City or designated representative. The F.O.P. agrees that it shall deal with the City only through the chief administrative officer of the City or designated representative.

ARTICLE XXV GENERAL PROVISIONS

A. F.O.P. Credentials

No representative of the F.O.P. shall be permitted to come on any job site of the City for any reason without first presenting his/her credentials to the chief administrative officer of the City, Police Chief, or authorized representative, and obtaining permission.

B. F.O.P. Solicitation

The F.O.P. agrees that it or its members will not solicit membership in the F.O.P. or otherwise carry on F.O.P. activities during working hours or on City property.

C. Discrimination

The City agrees not to discriminate against any employee on the basis of race, creed, color, sex, age or national origin, as provided by law.

D. F.O.P. Interference

The City and the F.O.P. agree not to interfere with the right of employees to become or not to become members of the F.O.P., and further that there shall be no discrimination or coercion against any employee because of F.O.P. membership or non-membership.

E. FOP Bulletin Board

The City shall permit the FOP to use one bulletin board designated by the Chief of Police for posting of FOP meetings and elections, reports of FOP committees and other notices or announcements that would be of benefit or of interest to the employees.

Posted materials shall not contain anything discriminatory or reflecting adversely upon the City or any of its employees. Any violation of this provision shall entitle the City to cancel immediately this provision of this Article and prohibit the FOP's further use of the bulletin board.

ARTICLE XXVI STRIKES AND LOCKOUTS

A. Strikes

Neither the F.O.P. nor any officers, agents, or employees will instigate, promote, sponsor, engage in, or condone any strike, slowdown, concerted stoppage of work or any other intentional interruption of the operations of the City, regardless of the reason for so doing. The F.O.P. shall attempt in good faith at all times to keep its members on the job during periods of negotiations and hearings for the settlement of grievances. If employees strike or in any manner slow down or stop work without F.O.P. authorization, the F.O.P. shall notify the City of the facts involved with the incident. Any or all employees who violate any of the provisions of this Article without F.O.P. sanction may be summarily discharged or disciplined by the City. Such discharge or discipline shall not be subject to grievance proceedings under any circumstances.

B. Lockouts

The City will not lock out any employee during the term of the agreement as a result of a labor dispute with the F.O.P.

ARTICLE XXVII DURATION OF CONTRACT

A. Expiration

This agreement shall be effective October 1, 2002 and shall continue in effect until midnight, September 30, 2007. If a new and substitute agreement has not been duly entered into prior to the expiration date, all economic terms of the agreement shall continue in full force and effect unless modified in accordance and by implementation of the final offer of the City, or until a new agreement is reached, the Nebraska Commission of Industrial Relations (CIR) has made a determination, or the Nebraska Supreme Court has made a decision on appeal from any CIR decision, whichever of the above may be the first to occur.

B. Negotiations for New Agreement

The F.O.P. will contact the City to begin negotiations for a new agreement to take effect upon the termination of this agreement may begin any time after January 1, 2007 but no later than February 1, 2007.

C. Contract Negotiations

Upon notification by either party, the parties shall mutually agree upon the time and place for the first negotiating session. Subsequent sessions shall be set by mutual agreement. Agreement in the setting of negotiating sessions shall not be unreasonably withheld by either party.

ARTICLE XXVIII SEVERABILITY

If any of the provisions of this agreement are subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statute or ordinances, all other provisions of this agreement shall remain in full force and effect for the duration of this agreement.

ARTICLE XXIX SCOPE OF AGREEMENT

A. Complete Agreement

The parties mutually agree that this agreement constitutes the entire agreement and understanding concerning all proper subjects of collective bargaining for the duration of the agreement between the parties and supersedes all previous agreements. This agreement shall not be modified, altered, changed or amended in any respect unless in writing and signed by both parties. There are no oral agreements nor is this agreement based upon any oral representation covering the subject matter of this agreement.

B. Interpretation

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

C. Negotiations

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

**ARTICLE XXX
C.I.R. WAIVER**

As a result of negotiations, and in consideration of this entire collective bargaining agreement, the F.O.P., on behalf of all of its members, hereby knowingly, intelligently, and voluntarily waives its right to file any proceedings with the Nebraska Commission of Industrial Relations alleging lack of comparability with respect to any wages, fringe benefits or any other conditions of employment with respect to the time period between October 1, 2002 through September 30, 2007. The parties specifically agree that this waiver does not pertain to claims, actions, or suits brought pursuant to Neb. Rev. Stat. §48-824 and §48-825.

**ARTICLE XXXI
NON-DISCRIMINATION**

A. Prohibition of Discrimination

All provisions of this agreement shall be applied equally to all employees in the bargaining unit without discrimination as to sex, race, religion, color, creed, protected age, disability, veteran status, national origin, political affiliation, union or non-union membership.

B. Gender References

All references to employees in this agreement designate both sexes, and whenever the male or female gender is used, such term shall be construed to include both male and female employees.

C. A.D.A. Compliance

In order to allow the City to deal directly with disabled employees and to maintain confidentiality as required by the Americans with Disabilities Act, the Union hereby waives its right to object to the City's good faith efforts to comply with the Americans with Disabilities Act with respect to employees in the bargaining unit. This waiver shall include, but is not limited to, the City's direct dealing with employees in the bargaining unit with respect to accommodations, and the obligation of the City to maintain confidentiality with respect to medical conditions or medical histories of employees in the bargaining unit.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the _____ day of _____, 2002.

**GRAND ISLAND LODGE NO. 24 OF THE
FRATERNAL ORDER OF POLICE,**

By: _____
Jarret Daugherty, President, Lodge No. 24

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

By: _____
Jay Vavricek, Mayor

Attest: _____
RaNae Edwards, City Clerk

2002 - 2003 FOP Salary Table

Exhibit A

Pay Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
6005 POLICE OFFICER								
Hourly	13.2195	13.7152	14.2296	14.7632	15.3168	16.3060	17.3590	18.4800
Bi-weekly	1,057.56	1,097.22	1,138.37	1,181.06	1,225.34	1,304.48	1,388.72	1,478.40
Monthly	2,291.38	2,377.31	2,466.47	2,558.96	2,654.90	2,826.37	3,008.89	3,203.20
Annual	27,496.56	28,527.72	29,597.62	30,707.56	31,858.84	33,916.48	36,106.72	38,438.40
6010 POLICE SERGEANT								
Hourly	16.8204	17.5945	18.4043	19.2514	20.1374	21.0643	22.0338	23.0478
Bi-weekly	1,345.63	1,407.56	1,472.34	1,540.11	1,610.99	1,685.14	1,762.70	1,843.82
Monthly	2,915.53	3,049.71	3,190.07	3,336.91	3,490.48	3,651.14	3,819.18	3,994.94
Annual	34,986.38	36,596.56	38,280.84	40,042.86	41,885.74	43,813.64	45,830.20	47,939.32
6015 POLICE CAPTAIN								
Hourly	18.6375	19.4990	20.4001	21.3429	22.3293	23.3613	24.4411	25.5707
Bi-weekly	1,491.00	1,559.92	1,632.01	1,707.43	1,786.34	1,868.90	1,955.29	2,045.66
Monthly	3,230.50	3,379.83	3,536.02	3,699.43	3,870.40	4,049.28	4,236.46	4,432.26
Annual	38,766.00	40,557.92	42,432.26	44,393.18	46,444.84	48,591.40	50,837.54	53,187.16

2003 - 2004 FOP Salary Table

Exhibit B

Pay Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
6005 POLICE OFFICER								
Hourly	13.6822	14.1952	14.7276	15.2799	15.8529	16.8767	17.9666	19.1268
Bi-weekly	1,094.58	1,135.62	1,178.21	1,222.39	1,268.23	1,350.14	1,437.33	1,530.14
Monthly	2,371.59	2,460.51	2,552.79	2,648.51	2,747.83	2,925.30	3,114.22	3,315.30
Annual	28,459.08	29,526.12	30,633.46	31,782.14	32,973.98	35,103.64	37,370.58	39,783.64
6010 POLICE SERGEANT								
Hourly	17.4091	18.2103	19.0485	19.9252	20.8422	21.8016	22.8050	23.8545
Bi-weekly	1,392.73	1,456.82	1,523.88	1,594.02	1,667.38	1,744.13	1,824.40	1,908.36
Monthly	3,017.58	3,156.44	3,301.74	3,453.71	3,612.66	3,778.95	3,952.87	4,134.78
Annual	36,210.98	37,877.32	39,620.88	41,444.52	43,351.88	45,347.38	47,434.40	49,617.36
6015 POLICE CAPTAIN								
Hourly	19.2898	20.1815	21.1141	22.0899	23.1108	24.1789	25.2965	26.4657
Bi-weekly	1,543.18	1,614.52	1,689.13	1,767.19	1,848.86	1,934.31	2,023.72	2,117.26
Monthly	3,343.56	3,498.13	3,659.78	3,828.91	4,005.86	4,191.01	4,384.73	4,587.40
Annual	40,122.68	41,977.52	43,917.38	45,946.94	48,070.36	50,292.06	52,616.72	55,048.76

2004 - 2005 FOP Salary Table

Exhibit C

Pay Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
6005 POLICE OFFICER								
Hourly	14.1611	14.6920	15.2431	15.8147	16.4078	17.4674	18.5954	19.7962
Bi-weekly	1,132.89	1,175.36	1,219.45	1,265.18	1,312.62	1,397.39	1,487.63	1,583.70
Monthly	2,454.60	2,546.61	2,642.14	2,741.22	2,844.01	3,027.68	3,223.20	3,431.35
Annual	29,455.14	30,559.36	31,705.70	32,894.68	34,128.12	36,332.14	38,678.38	41,176.20
6010 POLICE SERGEANT								
Hourly	18.0184	18.8477	19.7152	20.6226	21.5717	22.5647	23.6032	24.6894
Bi-weekly	1,441.47	1,507.82	1,577.22	1,649.81	1,725.74	1,805.18	1,888.26	1,975.15
Monthly	3,123.19	3,266.94	3,417.31	3,574.59	3,739.10	3,911.22	4,091.23	4,279.49
Annual	37,478.22	39,203.32	41,007.72	42,895.06	44,869.24	46,934.68	49,094.76	51,353.90
6015 POLICE CAPTAIN								
Hourly	19.9649	20.8879	21.8531	22.8630	23.9197	25.0252	26.1819	27.3920
Bi-weekly	1,597.19	1,671.03	1,748.25	1,829.04	1,913.58	2,002.02	2,094.55	2,191.36
Monthly	3,460.58	3,620.57	3,787.88	3,962.92	4,146.09	4,337.71	4,538.19	4,747.95
Annual	41,526.94	43,446.78	45,454.50	47,555.04	49,753.08	52,052.52	54,458.30	56,975.36

R E S O L U T I O N 2002-396

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor be, and hereby is, authorized to sign the Labor Agreement by and between the City of Grand Island and the Fraternal Order of Police (F.O.P.), Lodge No. 24, for the period October 1, 2002 through September 30, 2007.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska on December 17, 2002.

RaNae Edwards, City Clerk

Approved as to Form December 13, 2002	_____ City Attorney
--	------------------------



City of Grand Island

Tuesday, December 17, 2002

Council Session

Item J1

Payment of Claims for the Period of December 4, 2002 through December 17, 2002

The Claims for the period of December 4, 2002 through December 17, 2002 for a total amount of \$3,342,998.93. A MOTION is in order.

Staff Contact: RaNae Edwards