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# City of Grand Island



**Tuesday, November 27, 2007**

## **Council Session Packet**

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### **City Council:**

**Vacant**

**Tom Brown**

**Larry Carney**

**John Gericke**

**Peg Gilbert**

**Joyce Haase**

**Robert Meyer**

**Mitchell Nickerson**

**Bob Niemann**

**Jose Zapata**

### **Mayor:**

**Margaret Hornady**

### **City Administrator:**

**Jeff Pederson**

### **City Clerk:**

**RaNae Edwards**

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

**Call to Order**

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

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

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**Invocation - Reverend David McCreary, Faith United Methodist Church, 724 West 12th Street**

**Pledge of Allegiance**

**Roll Call**

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

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

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

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

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## **MAYOR COMMUNICATION**

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



# City of Grand Island

Tuesday, November 27, 2007

Council Session

## Item C1

### **Presentation of Service Award to Former Councilmember Fred Whitesides**

*Mayor Hornady will present a plaque of recognition for the services of Councilmember Fred Whitesides who resigned from the City Council on October 10, 2007. Councilmember Whitesides was elected to serve Ward 3 in 1996 and was sworn into office on December 2, 1996. He was then re-elected in 2000 and 2004. We congratulate Mr. Whitesides for his dedicated service to the citizen's of Grand Island.*

Staff Contact: Mayor Margaret Hornady



# City of Grand Island

Tuesday, November 27, 2007

Council Session

## Item C2

### **Recognition of Cleo "Butch" Hurst, Grand Island Police Officer for 20 Years of Service with the City of Grand Island**

*The Mayor and City Council will recognize Cleo (Butch) Hurst, Police Officer for 20 Years of Service with the City of Grand Island. Officer Hurst was hired on November 9, 1987 as a Grand Island Police Officer and has held that position for 20 years. Officer Hurst has been an instructor for the Dare Program and was named Dare Officer of the Year in 1994. He is involved in the Law Enforcement Torch Run for Special Olympics, Police Explorers Program and spends countless hours volunteering time at various schools and local Cub Scouts Pack meetings. We Congratulate Officer Hurst for his dedication and service to the City of Grand Island.*

Staff Contact: Mayor Margaret Hornady

# *Sincerely Yours Service Award*

WE HEREBY EXPRESS OUR SINCERE APPRECIATION TO

**CLEO HURST**

For your Loyalty, Diligence, and Outstanding Performance During Your Tenure With

*City of*  
**GRAND**



**ISLAND**

*Heather J. Smith*  
Department Director

*Margaret Flannery*  
Mayor

*11-18-07*  
Date

*13 Nov 2007*  
Date



# City of Grand Island

Tuesday, November 27, 2007

Council Session

## Item -1

### **Approving Appointment of Kirk Ramsey as City Councilmember for Ward 3**

*Mayor Margaret Hornady has submitted the name of Kirk Ramsey for appointment as Councilmember to represent Ward 3. This vacancy was created when Councilmember Fred Whitesides resigned on October 10, 2007. As is required by City Code Section 2-25, "The mayor shall fill by appointment any vacancy which may exist, caused by death, resignation or disability of any elective officer of the City. Such appointment of the mayor shall be subject, however, to approval of the majority of the council." A MOTION is in order.*

Staff Contact: Mayor Margaret Hornady



# City of Grand Island

Tuesday, November 27, 2007

Council Session

## Item -2

### **Administration of Oath of Office to Kirk Ramsey City Councilmember for Ward 3**

*City Clerk RaNae Edwards will administer the Oath of Office to newly appointed  
Councilmember Kirk Ramsey - Ward 3.*

Staff Contact: RaNae Edwards



# City of Grand Island

Tuesday, November 27, 2007

Council Session

## Item D1

**#2007-BE-8 - Consideration of Determining Benefits for Cost of Demolition of House Located at 516 East First Street**

Staff Contact: Dale Shotkoski



# **Council Agenda Memo**

**From:** Wesley D. Nespor, Attorney

**Meeting:** November 27, 2007

**Subject:** Determination of Benefits  
Cost of Demolition of House  
Located at 516 East First Street

**Item #'s:** D-1 & F-1

**Presenter(s):** Wesley D. Nespor, Attorney

## **Background**

Nebraska Law and the Grand Island City Code contain procedures for abating nuisances and assessing the costs. This is done in the same manner as special assessments.

## **Discussion**

The City Council, sitting as the Board of Equalization, is being asked to determine the benefits for the demolition of the house at 516 East First Street. A District Court Order was entered to have the house demolished. This was completed earlier this year. The determination of benefits and levying of special assessments by ordinance on the properties are the next steps in the process.

## **Alternatives**

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

1. Determine the benefits and approve levying the assessment against the property.
2. Continue the issue to a later date.

## **Recommendation**

City Administration recommends that the Council determine the benefits of the demolition of the house at 516 East First Street and levy the unpaid benefits as a lien against the properties that was demolished.

## **Sample Motion**

Motion to adopt the resolution determining the special benefits of demolishing and nuisance abatement for the property listed and in the amount set forth in the resolution.

After the resolution is adopted, a separate motion to adopt the assessment ordinance will be made in the manner for adopting ordinances.

RESOLUTION 2007-BE-8

WHEREAS, pursuant to Sections 16-230 and 16-707, Neb. R.R.S. 1943, as amended, the City Clerk of the City of Grand Island, Nebraska, gave notice at least ten days prior thereto by publication in a newspaper having general circulation in the City and by mail to persons whose addresses were known to her that the City Council would meet as a Board of Equalization to equalize special demolition assessments.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, sitting as a Board of Equalization for the purpose of assessing the costs and expenses of demolishing the house located at 516 East First Street, that:

1. The special benefits accruing to the real estate described below is the actual expense in the amount of \$5,500.00, to wit:

The West Half (W½) of Lot Seven (7), Block Seventy-Four (74), Original Town, Grand Island, Hall County, Nebraska.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 27, 2007.

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

Attest:

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



# **City of Grand Island**

**Tuesday, November 27, 2007**

**Council Session**

## **Item E1**

**Public Hearing Concerning a Generalized Redevelopment Plan for  
Redevelopment Area #7 as Blighted and Substandard**

Staff Contact: Chad Nabity

# **Council Agenda Memo**

**From:** Chad Nabity, AICP CRA Director

**Meeting:** November 27, 2007

**Subject:** Generalized Redevelopment Plan for CRA Area #7

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

**Presenter(s):** Chad Nabity, AICP CRA Director

## **Background**

The Grand Island City Council declared this area blighted and substandard at their meeting on September 28, 2007.

The enclosed plan is based on the one prepared by Hanna:Keelan Associates as part of the blight study. Changes were made to this plan by CRA staff due to changes in zoning of the property approved by the City Council in March of this year. CRA staff also updated the generalized costs for public improvements based on estimates provided by city staff.

This study does not specifically approve any TIF projects but does outline the types of activities that could be considered for Tax Increment Financing in this redevelopment area. These activities focus on public improvements to utility, drainage and transportation infrastructure.

The CRA has forwarded the plan to the Regional Planning Commission for a hearing and recommendation. The RPC held their hearing and recommended approval on October 10, 2007. The CRA passed a resolution approving the plan and recommending approval to the City Council at their meeting on October 25, 2007.

## **Discussion**

Approval of this plan set the parameters for TIF projects in the redevelopment area. This study does not specifically approve any TIF projects but does outline the types of activities that could be considered for Tax Increment Financing in this redevelopment area. These activities focus on public improvements to utility, drainage and transportation infrastructure.

Individual projects would need to be presented to the CRA, Planning Commission and City Council prior to approval of TIF. There are significant infrastructure needs in this area and TIF would provide a means of paying for those infrastructure costs and developing the area appropriately.

### **Alternatives**

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

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

### **Recommendation**

City Administration recommends that the Council Approve the Resolution declaring the attached document the generalized redevelopment plan for CRA Area #7.

### **Sample Motion**

Move to approve the Resolution and generalized redevelopment plan.

# **GENERAL REDEVELOPMENT PLAN**

## B. GENERAL REDEVELOPMENT PLAN

### *EXECUTIVE SUMMARY*

#### Purpose of Plan/Conclusion

The purpose of this General Redevelopment Plan is to serve as a guide for implementation of redevelopment activities within the **Value Added Redevelopment Area, in Grand Island, Nebraska**. Redevelopment activities associated with the Community Development Law, State Statutes, 18-2101 through 18-2154 should be utilized to promote the general welfare, enhance the tax base and the economic and social well being of the Community, and promote the development of any public activities and public events in the Area, along with any and all other purposes, as outlined in the Community Development Law.

A Community Redevelopment Authority (CRA) General Redevelopment Plan must contain the general planning elements required by Nebraska State Revised Statutes, Section 18-2111 re-issue 1991 items (1) through (6). A description of these items are as follows:

- (1) The boundaries of the redevelopment project area with a map showing the existing uses and condition of the real property therein; (2) a land-use plan showing proposed uses of the area; (3) information showing the standards of population densities, land coverage and building intensities in the area after redevelopment; (4) a statement of the proposed changes, if any, in zoning ordinances or maps, street layouts, street levels or grades, or building codes and ordinances; (5) a site plan of the area; and (6) a statement as to the kind and number of additional public facilities or utilities which will be required to support the new land uses in the area after redevelopment.

Furthermore, the General Redevelopment Plan must further address the items required under Section 18-2113, "Plan; considerations", which the CRA must consider prior to recommending a redevelopment plan to the Planning Commission and City Council for adoption. These "considerations" are defined as follows:

"...whether the proposed land uses and building requirements in the redevelopment project area are designed with the general purpose of accomplishing, in conformance with the general plan, a coordinated, adjusted and harmonious development of the City and its environs which will, in accordance with present and future needs, promote health, safety, morals, order, convenience, prosperity, and the general welfare, as well as efficiency and economy in the process of development; including,



among other things, adequate provision for traffic, vehicular parking, the promotion of safety from fire, panic, and other dangers, adequate provision for light and air, the promotion of the healthful and convenient distribution of population, the provision of adequate transportation, water, sewage, and other public utilities, schools, parks, recreational and community facilities and other public requirements, the promotion of sound design and arrangement, the wise and efficient expenditure of public funds, and the prevention of the recurrence of insanitary or unsafe dwelling accommodations, or conditions of blight."

## **Conclusion**

**The General Redevelopment Plan applies to the Value Added Redevelopment Area, which consists of the Area included in the Blight and Substandard Area Determination Study.**

The findings presented in this Blight and Substandard Determination Study are based on surveys and analyses conducted for the, **Redevelopment Area**. In general, the Redevelopment Area consists of an area in the southern portion of Grand Island, adjacent the City's Corporate Limits, along the Highway 281 corridor. The Area is located between Schimmer and Wildwood Drives and is bound on the west by the St. Joseph Branch Railroad, which is located approximately one-half mile east of Highway 281, in Hall County, Nebraska. Beginning at the intersection of the east line of Blaine Street and the north line of Schimmer Drive West, thence south along said east line to its intersection with the north line of the southwest quarter of Section 4, Township 11 North, Range 9 West, of the 6th Principle Meridian, thence east along said north line to its intersection with the east line of the southwest quarter of Section 4, Township 11 North, Range 9 West, of the 6th Principle Meridian, thence south along said east line to its intersection with the south line of Wildwood Drive West, thence west along said south line to its intersection with the west line of the St. Joseph Branch Railroad right-of-way, thence north to the north line of Schimmer Drive West, and continuing north along the west line of the St. Joseph Branch Railroad right-of-way approximately 660' (or one-eighth of a mile), thence east approximately 660' and south approximately 660' to the north line of Schimmer Drive West, thence east along said north line to its intersection with the east line of Blaine Street, also the point of beginning.

**Illustration 1** delineates the Area in relation to the City of Grand Island. The Redevelopment Area is an estimated 498.5 acres, and includes the right-of-ways of the St. Joseph Branch Railroad and Hall County roads.

## GRAND ISLAND, NEBRASKA



### ILLUSTRATION 1

## Grand Island Value Added Redevelopment Area Blight and Substandard Determination Study

## **Conclusion**

The redevelopment planning process for the Redevelopment Area resulted in a comprehensive listing of general planning and implementation recommendations. As previously discussed in the Blight and Substandard Determination Study, there are two major land uses (vacant/agricultural and two farmsteads), with structural and substandard conditions that are nonconforming in nature, detrimental to the health, safety and general welfare of the Community and generally obsolete in respect to the development and living environmental norms of today's Nebraska communities, including the City of Grand Island. To eliminate these conditions and enhance private development activities within the Redevelopment Area, the City of Grand Island needs to endorse the following general planning and redevelopment actions:

1. **Rezone the Redevelopment Area to conform to the City of Grand Island's Industrial Zoning Regulations.**
2. **Upgrading of bridges, culverts and storm water drainage ditches to facilitate development in the Redevelopment Area.**
3. **Reconfiguration of intersections along Hall County roads to provide adequate turning lanes, road widths and sufficient right-of-ways, to support anticipated volumes of truck traffic to the proposed Ethanol Production Facility.**
4. **Extend municipal water and sanitary sewer systems from the perimeter of the Redevelopment Area into the proposed Ethanol Production Facility site and maintain and/or replace the current electrical system in the Area.**
5. **Removal of abandoned and dilapidated structures and associated debris.**
6. **Create a partnership with the State and Hall County to facilitate the needed road and intersection improvements, as well as for the extension of all appropriate utilities to service the Area.**
7. **Remove excessive debris from the Redevelopment Area. Parcels with excessive debris exist in specific locations of the Redevelopment Area.**
8. **Develop a plan for the screening and/or buffering of industrial sites with outside storage of materials from the view along Wildwood and Schimmer Drives.**

9. **Capture property taxes through the provision of Tax Increment Financing.** Capture the annual increase in the total tax base throughout the Redevelopment Area. This will establish a source of funding for public improvements including, but not limited to, infrastructure needs such as water, sewer streets and sidewalks, parking improvements and general landscaping and signage enhancements.

### **Implementation**

Both a time-line and budget should be developed for the implementation of the Redevelopment Plan. Each of these processes should be designed in conformance with the resources and time available to the City. A reasonable time-line to complete the redevelopment activities identified in the Plan would be five to 10 years.

Various funding sources exist for the preparation and implementation of a capital improvement budget designed to meet the funding needs of proposed redevelopment activities. These include City and federal funds commonly utilized to finance street improvement funds, i.e. Community Development Block Grants, special assessments, general obligation bonds and Tax Increment Financing (TIF). The use of TIF for redevelopment projects in the Redevelopment Area is deemed to be an essential and integral element of the Redevelopment Area and use of TIF in connection with such projects is contemplated by the Plan and such designation and use of TIF will not constitute a substantial modification to the Plan.

The City agrees, when approving the Plan, to the utilization of TIF by the Grand Island Community Redevelopment Authority for redevelopment projects and agrees to pledge the taxes generated in redevelopment projects for such purposes in accordance with the Act.

Any redevelopment program receiving TIF is subject to a Cost Benefit Analysis. TIF, as a source of public financing, ultimately impacts taxing authorities in the City of Grand Island and Hall County. Proposed redevelopment projects using TIF must meet the cost benefit analysis and the "But For" test. Accordingly, "But for TIF" a redevelopment project could not be fully executed and constructed in the Community.

## **1. Future Land Use Patterns**

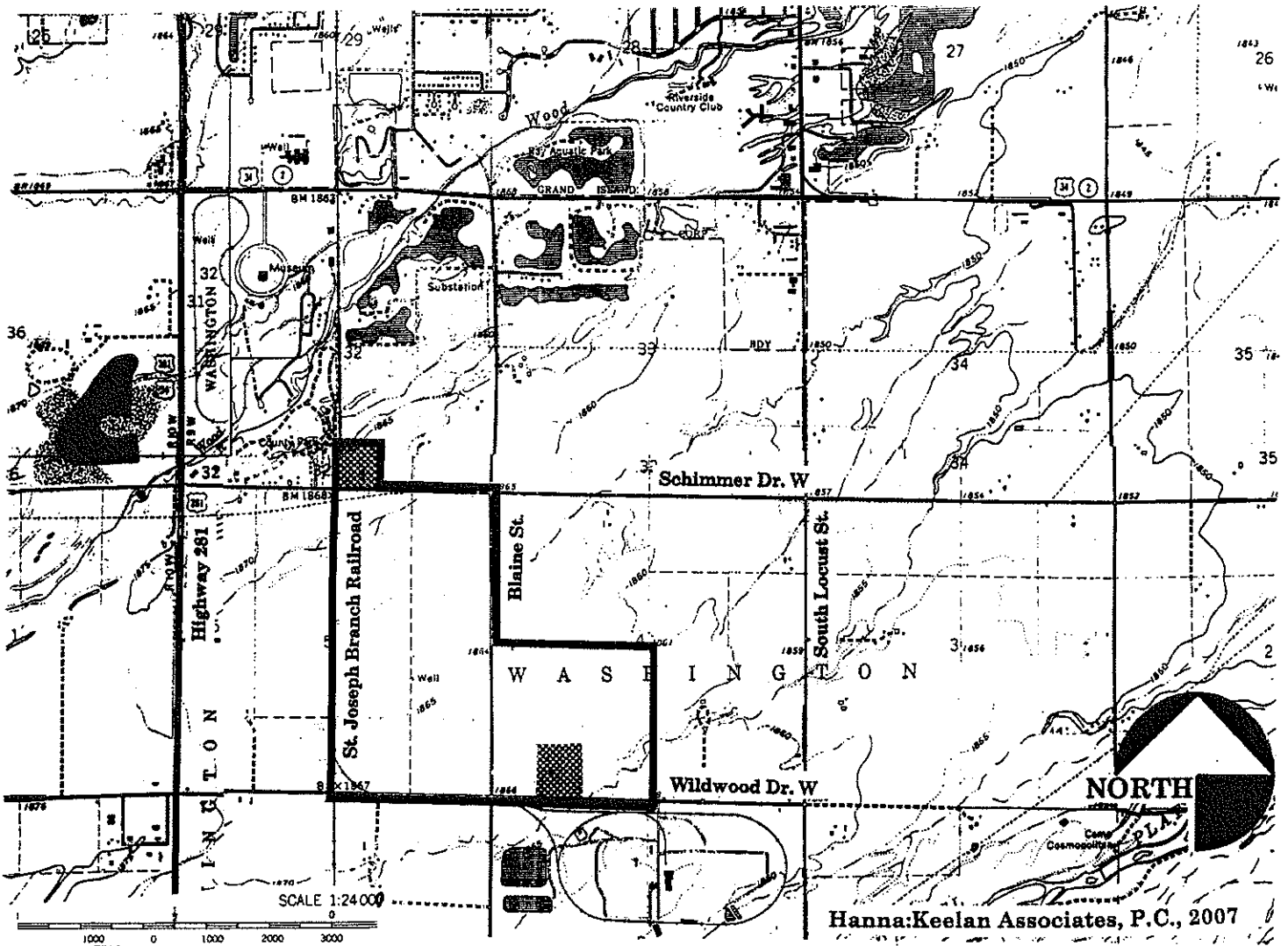
The existing land use patterns within the Redevelopment Area were depicted in **Illustration 2** and described, in detail, in the Blight and Substandard Determination Study. In general, the Redevelopment Area consists of three land use types. The primary land uses are vacant/agricultural, farmstead and right-of-ways of the Highway and Railroad corridors.

**Illustration 4**, Future Land Use Map, recommends land uses that stimulate future growth opportunities in the Redevelopment Area, while creating compatible land uses resulting in the efficient use of the physical features of the landscape. The recommended future land use classifications are generally in conformance with the "City of Grand Island Comprehensive Plan."



In the Future Land Use Map, "value-added" agricultural/industrial land uses are recommended to be utilized throughout the Redevelopment Area, except for the portion of the Area containing the farmstead north of Schimmer Drive, which is recommended for large lot single family residential development. Additional railway and road access corridors will need to be constructed within the Area, and the existing Blaine Street will need to be paved and upgraded to support heavy truck traffic associated with the proposed Ethanol Production Facility.

It is recommended that substantially deteriorated structures, throughout the Redevelopment Area, and those too deteriorated to rehabilitate, be replaced with new "value-added" industrial uses in conformance with the Future Land Use Map.

# EXISTING LAND USE MAP VALUE ADDED REDEVELOPMENT AREA GRAND ISLAND, NEBRASKA



## LEGEND

-  FARMSTEAD
-  VACANT / AGRICULTURAL

## ILLUSTRATION 2

Grand Island Value Added Redevelopment Area  
Blight and Substandard Determination Study

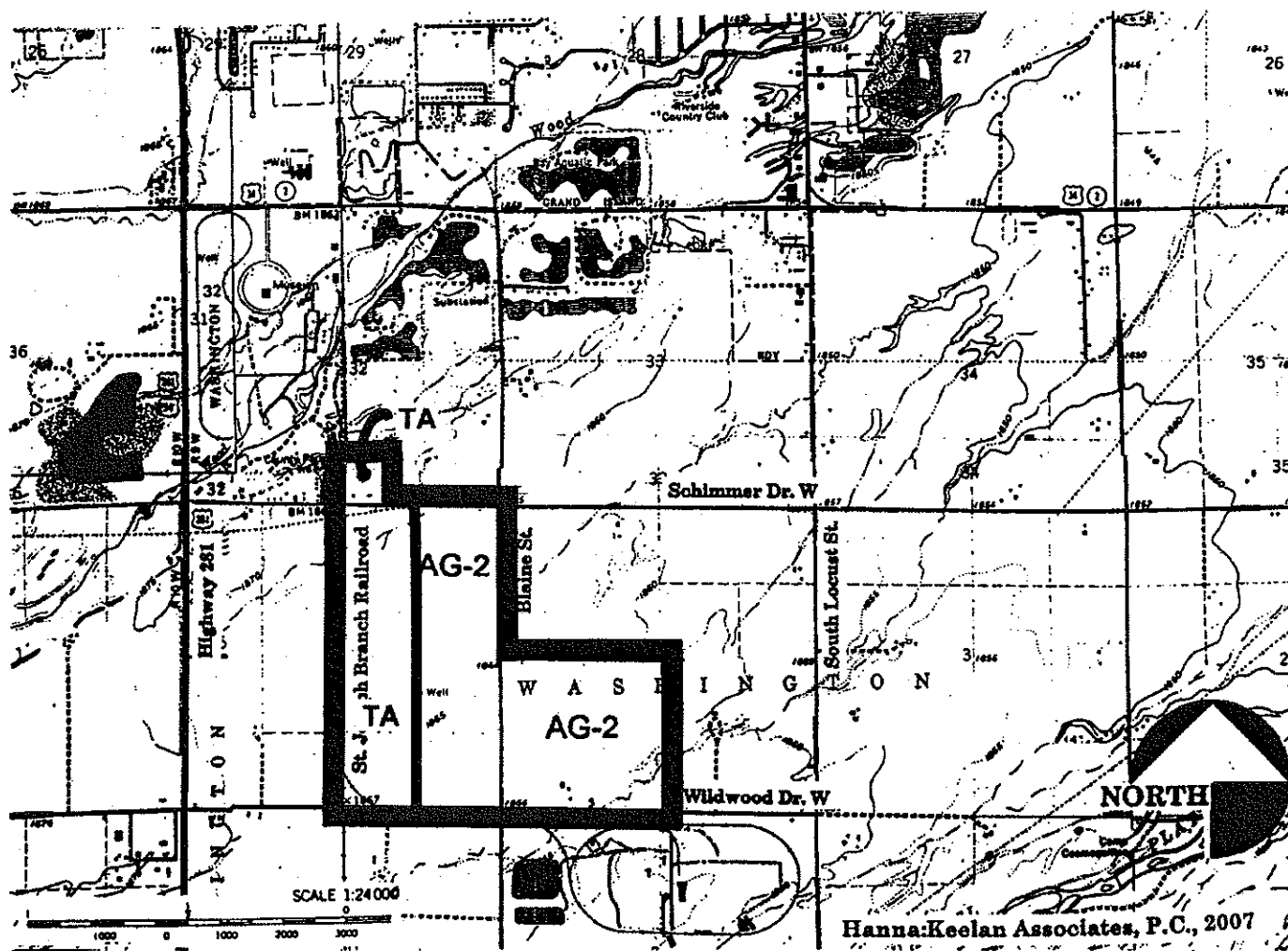
## 2. Future Zoning Districts

The Existing Zoning Map, **Illustration 3**, indicates that the entire Value Added Redevelopment Area is within the City of Grand Island's Planning Jurisdiction and is currently zoned A-2 Agricultural and TA Transitional Agricultural, according to information provided by the City of Grand Island Planning Office. The City of Grand Island has annexed the portion of the Redevelopment Area that the proposed Ethanol Production Facility will utilize, however, two zoning classifications including TA Transitional Agricultural and AG-2 Secondary Agricultural are utilized to control development options within the Area. It is recommended that the City rezone the entire area to one zoning classification that permits the Ethanol Facility as a Principle Permitted Use. Currently, only the AG-2 allows ethanol facilities as a Specially Permitted Use. The site is recommended to be re-zoned an industrial zoning classification in which ethanol facilities are permitted. This will require a Public Hearing by both the City Planning Commission and the City Council.

The recommended Future Zoning Map, for the Redevelopment Area, is identified in **Illustration 5** of this General Redevelopment Plan.

The City of Grand Island currently has four industrial zoning districts: M-1 Light Manufacturing, M-2 Heavy Manufacturing, M-3 Mixed Use Manufacturing and ME Industrial Estates. The City will need to select one of these zoning districts to apply to the proposed Ethanol Production Facility site. The City may need to amend the selected zoning district to allow the proposed Facility as a permissive use. Often, financial institutions and investment companies require that properties in which they have holdings be a permissive use within the zoning district, as opposed to a conditional or special use permit, in case, for one reason or another, the conditional or special use permit be pulled or revoked in the future.

**EXISTING ZONING MAP  
VALUE ADDED REDEVELOPMENT AREA  
GRAND ISLAND, NEBRASKA**



**LEGEND**

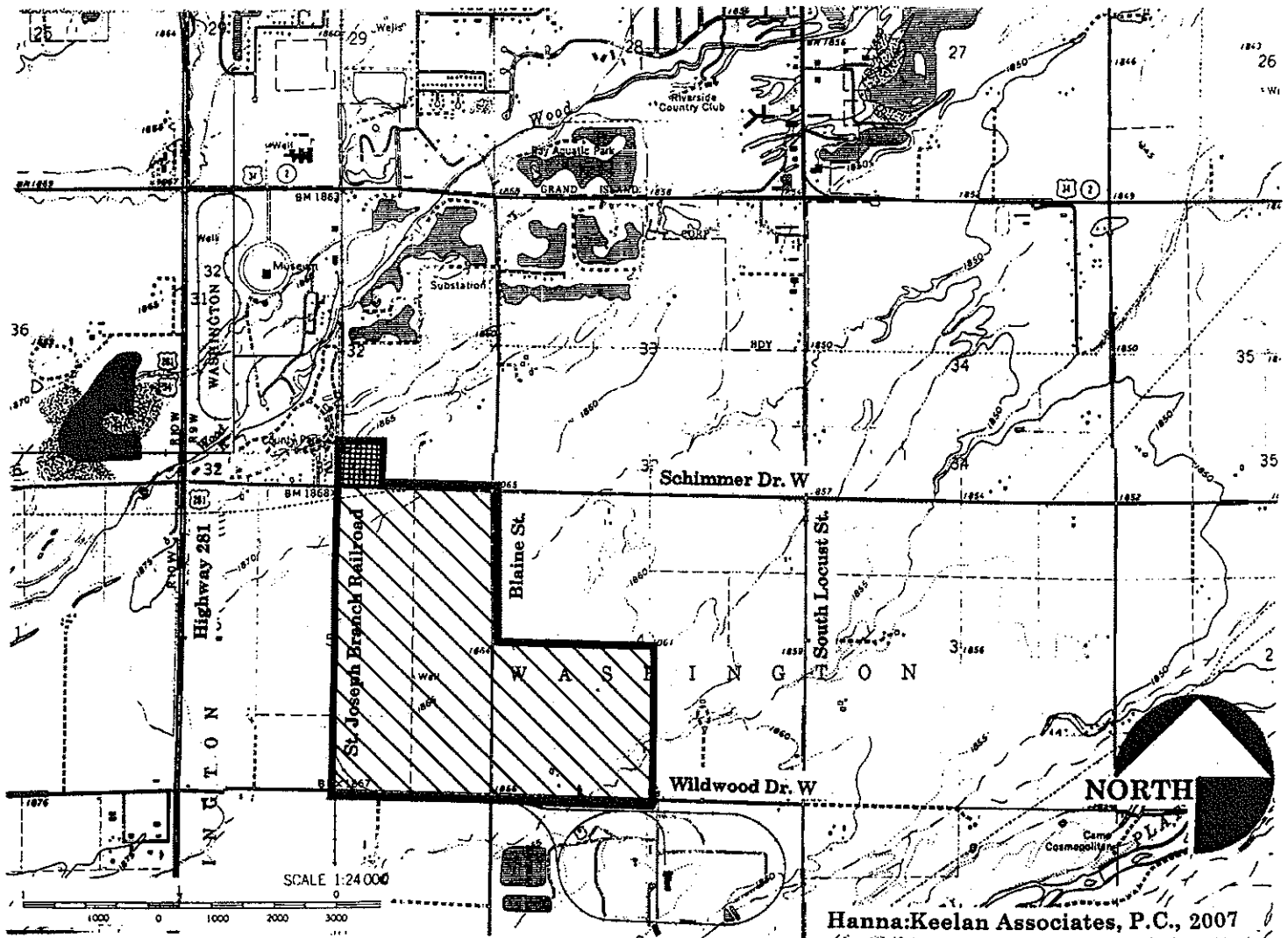
- TA TRANSITIONAL AGRICULTURAL DISTRICT
- AG-2 SECONDARY AGRICULTURAL DISTRICT

**ILLUSTRATION 3**

Grand Island Value Added Redevelopment Area  
Blight and Substandard Determination Study



# FUTURE LAND USE MAP VALUE ADDED REDEVELOPMENT AREA GRAND ISLAND, NEBRASKA



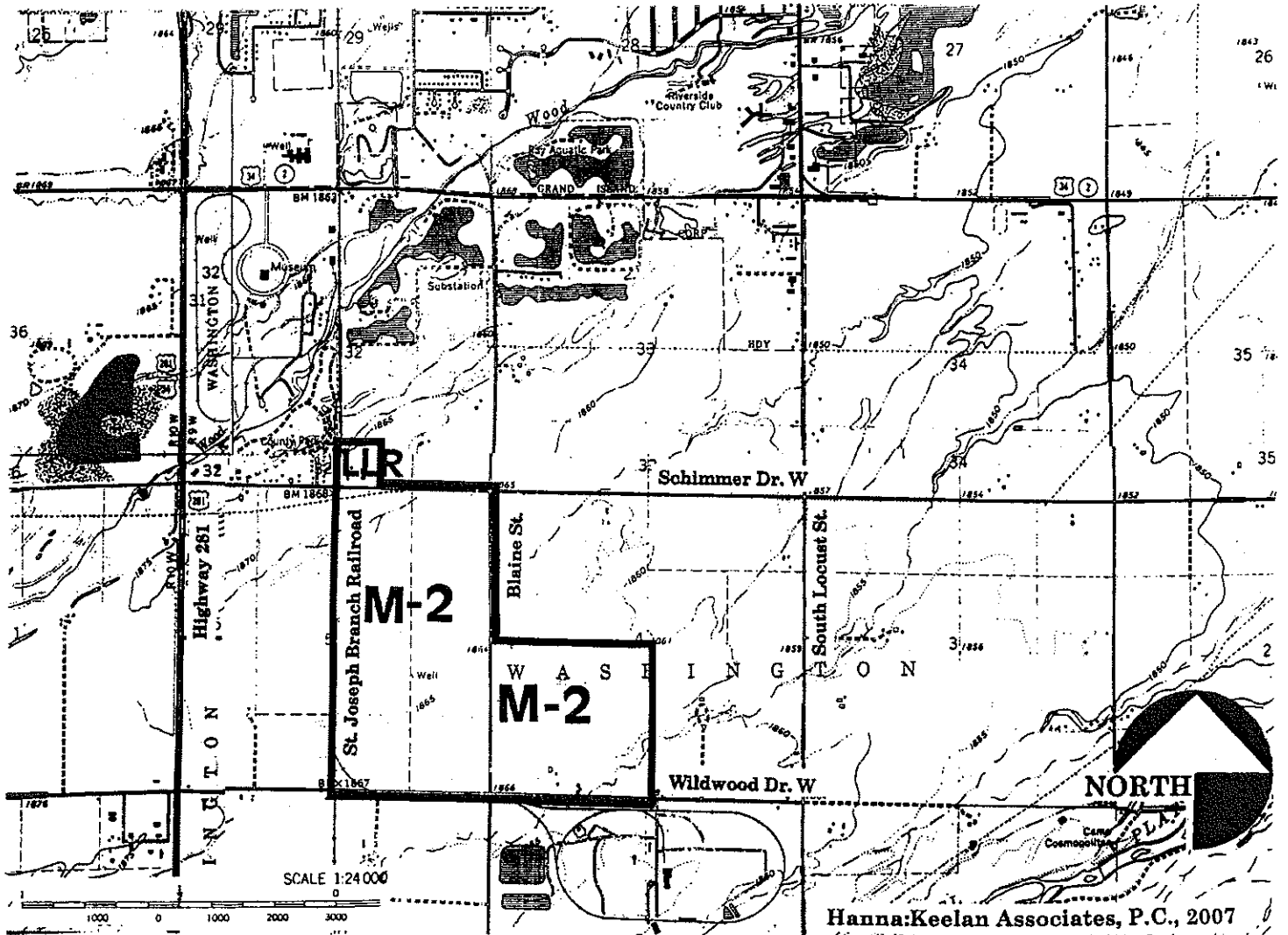
## LEGEND

-  HEAVY INDUSTRIAL
-  LARGE LOT RESIDENTIAL

## ILLUSTRATION 4

Grand Island Value Added Redevelopment Area  
General Redevelopment Plan

# FUTURE ZONING MAP VALUE ADDED REDEVELOPMENT AREA GRAND ISLAND, NEBRASKA



## LEGEND

- M-2** HEAVY MANUFACTURING DISTRICT
- LLR** LARGE LOT RESIDENTIAL

## ILLUSTRATION 5

Grand Island Value Added Redevelopment Area  
General Redevelopment Plan

### 3. Recommended Public Improvements

The primary purpose for a General Redevelopment Plan, accompanied with the Blight and Substandard Determination Study, is to allow for the use of public financing in a specific area. This public financing is planned and implemented to serve as a "first step" for public improvements and encourage private development within the Redevelopment Area. The most common form of public improvements occur with infrastructure, specifically roads, water, sanitary sewer and storm sewer systems, and recreational uses. The primary infrastructure concerns in the Redevelopment Area are road improvements, and the need for improvements and extensions of underground water, storm water and sanitary sewer systems.

The Redevelopment Area contains conditions that would benefit from public improvements and private redevelopment. The Area is currently comprised of two farmsteads and vacant/agricultural uses, which are bound on the south by Wildwood Drive, and Schimmer Drive on the north, both of which connect to Highway 281, approximately one-half mile west of Redevelopment Area #7. The St. Joseph Branch Railroad corridor serves as the Area's western boundary. Blaine Street serves as a main north-south arterial within the Redevelopment Area, connecting the northern and southern boundaries of the Area. Primary redevelopment activities should focus on extending municipal water, sewer and electrical systems to support industrial development.

The Field Survey indicated that most portions of the arterial roads are in "good" or "fair" condition. However, to facilitate industrial development, roads providing access into the Area will need to be hard surfaced to support heavy truck traffic. Blaine Street, the main north-south road in the Area, is presently a gravel surfaced county road, with open storm water ditches along the sides. Wildwood Drive may need to be widened at appropriate road and highway intersections to allow designated turning lanes for semi-truck traffic associated with the Ethanol Processing Facility.

## Conclusions

The Grand Island Community Redevelopment Authority (CRA) and the City of Grand Island should seek funding sources to create a revolving loan and/or grant program for the rehabilitation infrastructure and improvement of utility services and public uses in the Redevelopment Area. To encourage development, the Consultant recommends investment in all mechanical infrastructure systems, throughout the entire Redevelopment Area. Prior to the transportation network improvements, the City and the CRA should develop a plan in conjunction with the City's Capital Improvement Plan and the One- and Six-Year Street Plan, to accommodate efficient infrastructure development and improvements.

The combination of the recommendations listed above are to aid the City of Grand Island and the CRA in creating a viable and sustainable living environment in this central Nebraska community, under the general provisions of the Nebraska Community Development Law, Chapter 18, Article 21 of the Statutes of State of Nebraska. This Plan does not intend the displacement of families or persons residing in the Area. If necessary for proper redevelopment activities, the City will conduct the necessary relocation of property owners.

The following identifies estimated costs for the improvement of various infrastructure features in Redevelopment Area.

### Normal Street Replacement

Costs are dependent on street width and thickness of pavement or overlay. Concrete paving of 6" thick with integral curbs costs an estimated \$45 per square yard. Asphalt overlay has a cost of \$3 per square yard, per inch of thickness of asphalt overlay.

The cost to construct a 6" thick, 30' wide concrete street is \$150 per linear foot

The cost to construct a 6" thick, 60' wide concrete street is \$300 per linear foot

The cost to construct a 2" thick, 30' wide asphalt overlay is \$20 per linear foot

The cost to construct a 2" thick, 60' wide asphalt overlay is \$40 per linear foot

### Ramped Curb Cuts

\$1,250 each

### Sanitary Sewer

\$50 to \$60 per linear foot

### Water Valves

\$750 each

### Fire Hydrants

\$2,500 each

### Overlay of Parking Lots

Asphalt overlay costs \$3 per square yard per inch of thickness of asphalt overlay.

Therefore the cost of a 2" overlay of a 150' x 150' parking lot is \$15,000.

### Paved Alleys

The cost for paved alleys is dependent on alley width and pavement thickness. A 6" thick concrete alley would cost \$45 per square yard.

The cost of a 6" thick, 16' wide concrete alley is \$80 per linear foot.

The cost of a 6" thick, 20' wide concrete alley is \$100 per linear foot.

### Storm Sewers

The cost of Storm Sewers is dependent upon the size of the storm sewer pipe and on the number of inlets required. A breakdown of approximate unit prices is as follows:

15" RCP costs \$22 per linear foot	18" RCP costs \$26 per linear foot
24" RCP costs \$35 per linear foot	30" RCP costs \$44 per linear foot
36" RCP costs \$52 per linear foot	42" RCP costs \$61 per linear foot
48" RCP costs \$70 per linear foot	Inlets cost and estimated \$2,500 each

Therefore, assuming 470 linear feet of 30" storm sewer and four inlets per block, a block of storm sewer would cost approximately \$30,680.

This General Redevelopment Plan identifies several community and economic development activities for the entire Redevelopment Area, in Grand Island, Nebraska. The major components of this General Redevelopment Plan will be accomplished as individual projects, however, a comprehensive redevelopment effort is recommended. Just as the redevelopment efforts should be tied together, so should the funding sources to ensure a complete project. The use of state and federal monies, local equity and tax incentives coupled with private funding sources, can be combined for a realistic and feasible funding package. The following provides a summary listing of the types of funding to assist in implementing this General Redevelopment Plan. Each selected redevelopment project should be accompanied with a detailed budget of both sources and uses of various funds.

Building Improvement District  
Tax Increment Financing  
LB 840 or LB 1240  
Historic Preservation Tax Credits  
Low Income Housing Tax Credits  
Sales Tax  
Community Development Block Grants - Re-Use Funds  
Local Lender Financing  
Owner Equity  
Small Business Association-Micro Loans  
Community Assistance Act  
Donations and Contributions  
Intra-modal Surface Transportation Efficiency Act

**Private Foundations**

American Express Foundation  
Kellogg Corporate Giving Program  
Marietta Philanthropic Trust  
Monroe Auto Equipment Company Foundation  
Norwest Foundation  
Piper, Jaffray & Hopwood Corporate Giving  
Target Stores Corporate Giving  
Pitney Bowes Corporate Contributions  
Union Pacific Foundation  
US West Foundation  
Woods Charitable Fund, Inc.  
Abel Foundation  
ConAgra Charitable Fund, Inc.  
Frank M. and Alice M. Farr Trust  
Hazel R. Keene Trust  
IBP Foundation, Inc.  
Mid-Nebraska Community Foundations, Inc.  
Northwestern Bell Foundation  
Omaha World-Herald Foundation  
Peter Kiewit and Sons Inc. Foundation  
Thomas D. Buckley Trust  
Valmont Foundation  
Quivey-Bay State Foundation



# City of Grand Island

Tuesday, November 27, 2007

Council Session

## Item E2

**Public Hearing Concerning Change of Zoning for Lots 21 and 22,  
Nottingham Estates Subdivision Located North of Church Street  
and East of Hope Street from RD Residential Development to  
Amended RD Residential Development**

Staff Contact: Chad Nabity

# **Council Agenda Memo**

**From:** Regional Planning Commission

**Meeting:** November 27, 2007

**Subject:** Change of Zoning for Lots 21 and 22, Nottingham Estates Subdivision

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

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

## **Background**

This is an application requesting an amendment to the Grand Island Zoning Map from RD Residential Development zone to Amended RD Residential Development zone. This is a proposal to amend the existing Nottingham Estates RD-Residential Development zone, located on the east side of Hope Street and north of Church Road, to combine lots 21 and 22 of Nottingham Estates Subdivision and permit the construction of a duplex unit on the combined lots. A copy of the staff report to the Planning Commission is attached.

## **Discussion**

The application requesting an amendment to the Grand Island Zoning Map for Nottingham Estates Subdivision from RD Residential Development zone to Amended RD Residential Development zone was considered by the Regional Planning Commission at the November 7, 2007 meeting. A motion was made by Haskins and seconded by Heineman to recommend approval of this request to amend the RD Residential Development zone to Amended RD Residential Development zone as presented.

A roll call vote was taken and the motion passed with 11 members present (Miller, Amick, O'Neill, Hayes, Reynolds, Monter, Haskins, Eriksen, Bredthauer, Heineman, Snodgrass ) voting in favor and 1 abstaining (Ruge).

## **Alternatives**

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

1. Move to approve



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

### **Recommendation**

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

### **Sample Motion**

Move to approve as recommended.

## Agenda Item 4

### PLANNING DIRECTOR RECOMMENDATION TO REGIONAL PLANNING COMMISSION:

October 19, 2007

**SUBJECT:** *Amendment Request C-4-2008GI*

**PROPOSAL:** To amend the existing Nottingham Estates RD-Residential Development zone, east side of Hope Street and north of Church Road, to combine lots 21 and 22 of Nottingham Estates Subdivision and permit the construction of a duplex unit on the combined lots.

#### OVERVIEW:

##### Site Analysis

<i>Current zoning designation:</i>	RD-Residential Development Zone
<i>Comprehensive Plan Designation:</i>	Low to Medium Density Residential
<i>Existing land uses:</i>	Vacant Property
<i>Site constraints:</i>	None.

##### Adjacent Properties Analysis

<i>Current zoning designations:</i>	<b>North:</b> RD-Residential Development Zone <b>South:</b> RD-Residential Development Zone, <b>East:</b> R1-Suburban Family Residential <b>West:</b> R3-Medium Density Residential
<i>Comprehensive Plan Designation:</i>	<b>North:</b> Low to Medium Density Residential <b>South:</b> Low to Medium Density Residential <b>East:</b> Public <b>West:</b> Low to Medium Density Residential
<i>Existing land uses:</i>	<b>North:</b> Town House Development <b>South:</b> Vacant, Town House Development <b>East:</b> School Athletic Field <b>West:</b> Vacant

#### OVERVIEW:

- This amendment request represents a change to the final development plan approval issued in 1981, as part of the Nottingham Estates RD-Residential Development rezoning of the subject property.
- The original plat approval would have the building on lot 22 connected with the buildings on the lots to the north and the building on lot 21 connected with buildings to the south.
- Changes to the development plan were approved in 1992 to build the existing units to the north. No changes were made at that time to the plan for Lot 22.
- The property is not currently being used or maintained in a residential manner. Splitting this lot would encourage a more residential type use of the property.
- Sewer and Water are available

**Positive Implications:**

- *Complementary Use:* The additional residential lots will encourage a more finished residential look and feel in this area.
- *Consistent with the Comprehensive Plan:* Development in the proposed manner is consistent with the comprehensive plan.
- *Promotes infill development:* These lots have existed since 1981 and have not been built upon. The amended development plan would permit building on these lots.

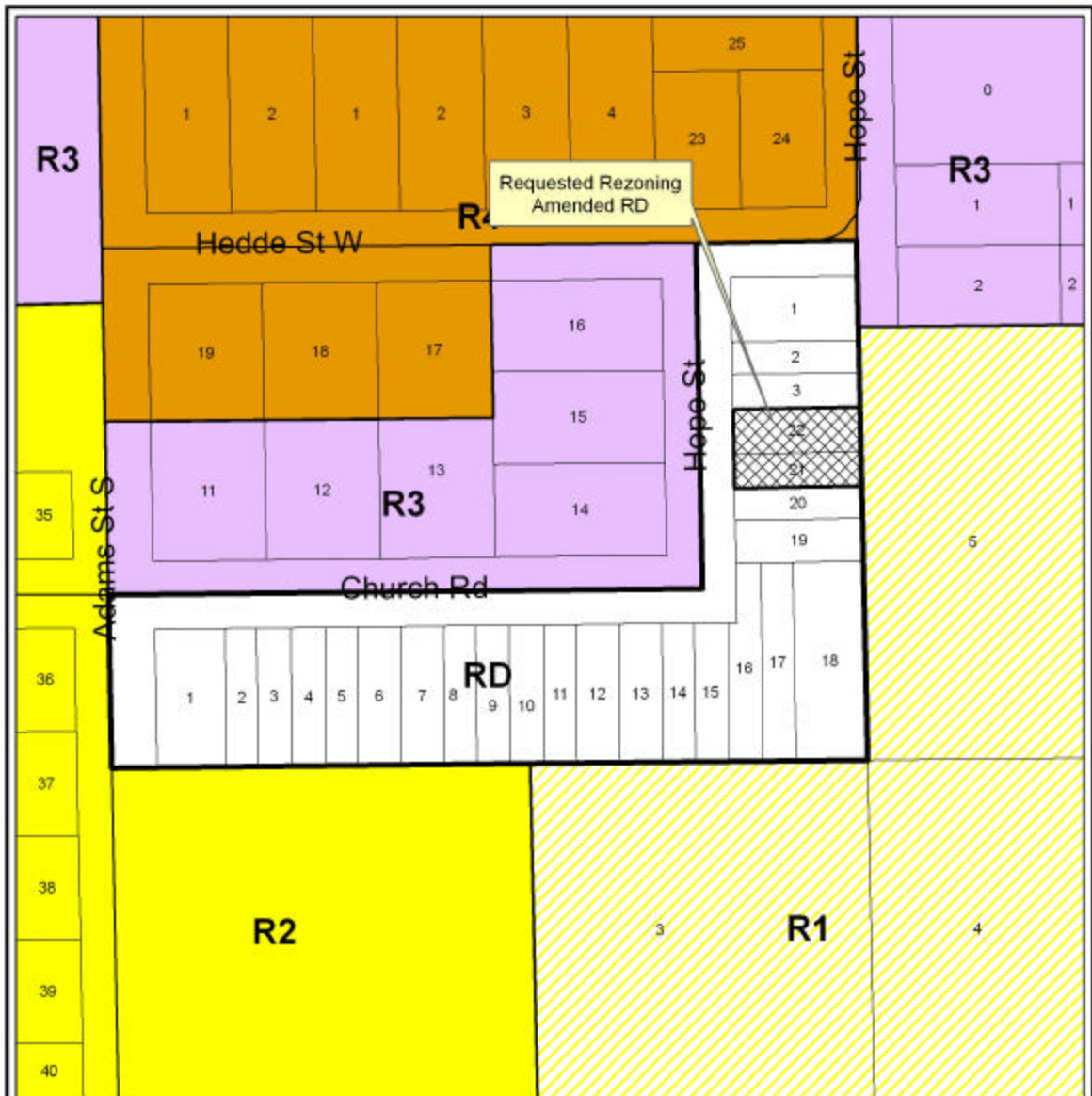
**Negative Implications:**

- *None*



**RECOMMENDATION:**

That the Regional Planning Commission recommend that City Council **approve** this request to amend the RD-Residential Development Zone as shown on the final plat for Nottingham Estates Second Subdivision in the City of Grand Island.

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



# Requested Zoning

-  From RD : Residential Development Zone
-  To RD : Amended Residential Development Zone

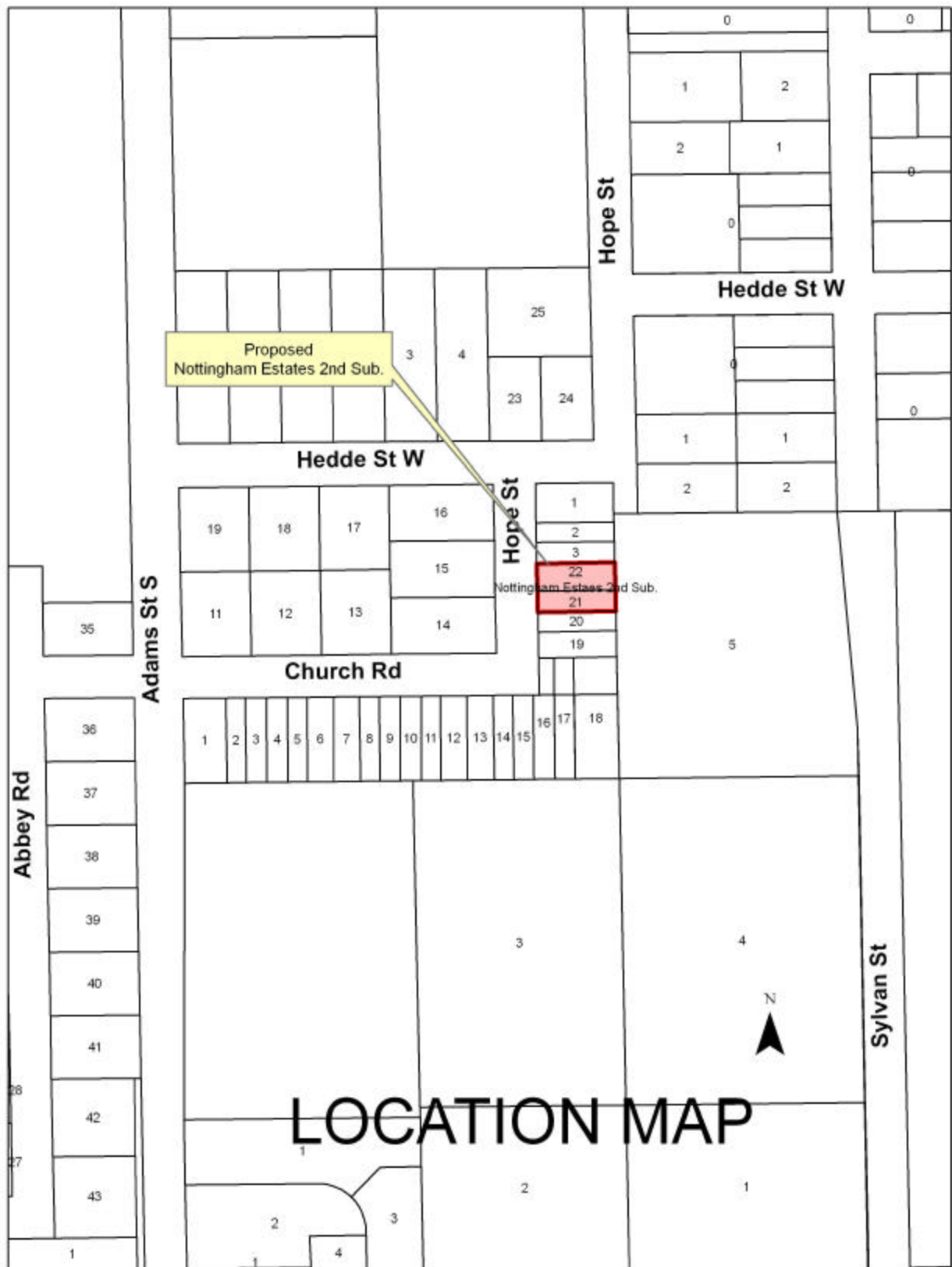


Scale : NONE

C-4-2008GI

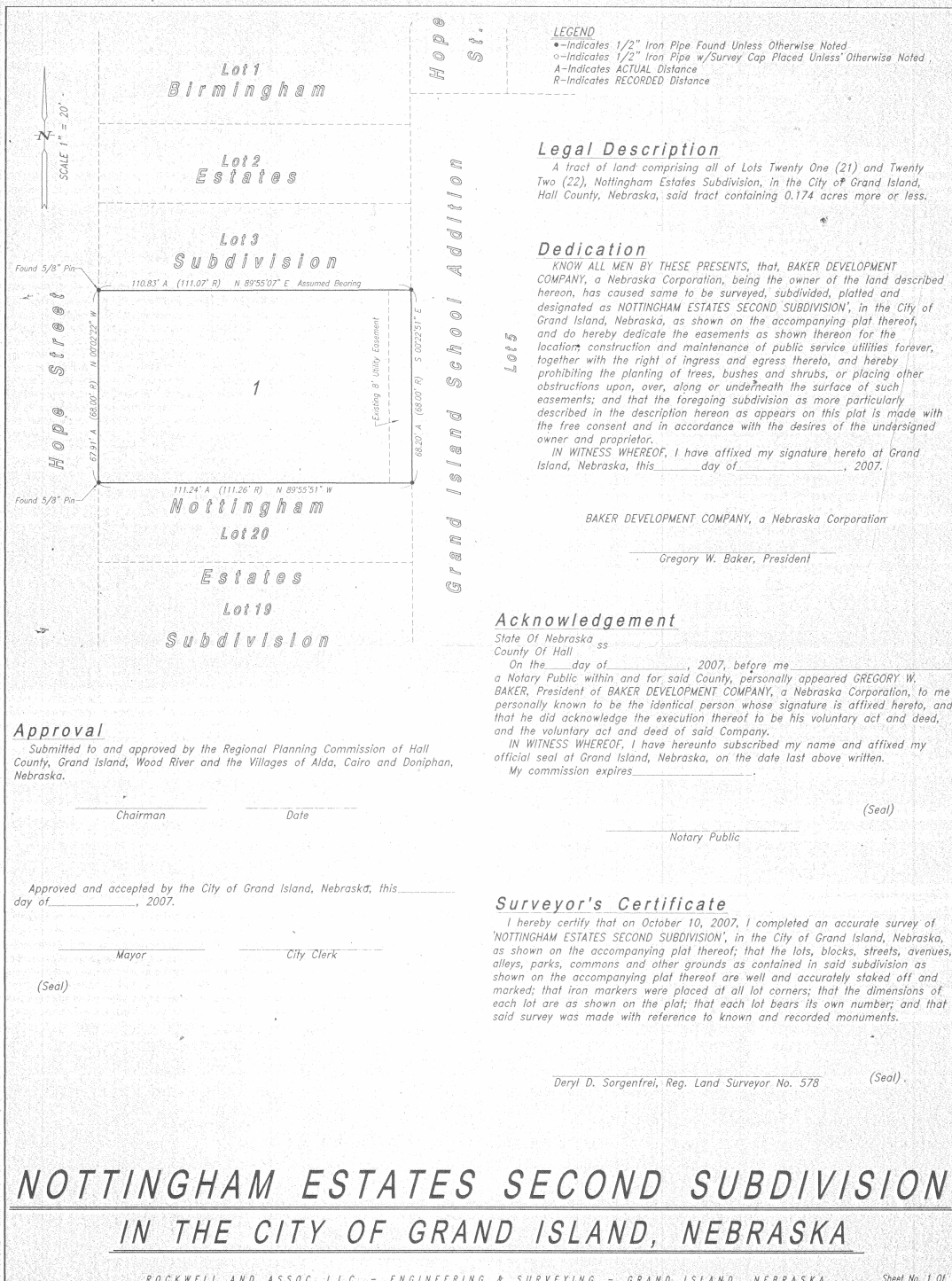


THE REGIONAL PLANNING COMMISSION  
Central, Eastern, Western, and Southern Regions  
Jointly, with a common purpose











# City of Grand Island

Tuesday, November 27, 2007

Council Session

## Item E3

**Public Hearing Concerning Proposed Amendments to Chapter 36 of the Grand Island City Code Relative to Hard Surfaced Parking, Performance Standard for Salvage Yards, and Addition of Parking Lots as a Permitted Principal Use in the B2, B3 and M3 Zoning Dist**

Staff Contact: Chad Nabity



# **Council Agenda Memo**

**From:** Regional Planning Commission

**Meeting:** November 27, 2007

**Subject:** Zoning Ordinance Amendments to Chapter 36

**Item #'s:** E-3 & F-3

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

## **Background**

This is an application concerning proposed amendments to section 36.101 and 36.106 regarding performance standard for Salvage Yards and 36.68, 36.70, and 36.74 regarding the addition of parking lots as a permitted principal use in the B2, B3 and M3 Zoning Districts of the Grand Island City Code. A copy of the staff report to the Planning Commission is attached.

## **Discussion**

The application requesting amendments to the Zoning Ordinance for the City of Grand Island and its 2 mile extra-territorial jurisdiction was considered by the Regional Planning Commission at the November 7, 2007 meeting. A motion was made by Ruge and seconded by Hayes to recommend approval of this proposal to amend the Grand Island Zoning regulations pertaining to performance standards for salvage operations as presented.

A roll call vote was taken and the motion passed with 11 members present (Miller, Amick, Ruge, Hayes, Reynolds, Monter, Haskins, Eriksen, Bredthauer, Heineman, Snodgrass) voting in favor, and one member present voting against (O'Neill).

## **Alternatives**

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

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

## **Recommendation**

City Administration recommends that the Council approve the proposed additions to the Grand Island Zoning regulations as presented.

## **Sample Motion**

Move to approve as recommended.

## **Agenda Item #5**

### **PLANNING DIRECTOR RECOMMENDATION TO REGIONAL PLANNING COMMISSION:**

October 29, 2007

### **SUBJECT:**

*Concerning amendments to the Zoning Ordinance for the City of Grand Island and its 2 mile extra-territorial jurisdiction. Amendments to be considered pertain to section 36.101 and 36.106 regarding performance standard for Salvage Yards and 36.68, 36.70, and 36.74 regarding the addition of parking lots as a permitted principal use in the B2, B3 and M3 Zoning Districts of the Grand Island City Code. (C-26-2007GI)*

### **PROPOSAL:**

City staff is suggesting additions to the Grand Island Zoning regulations pertaining to performance standards for salvage operations that are shown in this manner ~~deletions~~ or additions.

The suggested changes to sections 36-101 and 36-104 were approved by the City Council in November of 2002. The changes did not, however, get transferred to the zoning ordinance adopted in July of 2004. Adoption of these changes will correct that issue.

#### **§36-101. Performance Standards for Industrial Uses**

The following standards shall be met unless there are greater standards required by the United States Environmental Protection Agency or the Nebraska Department of Environmental Quality.

(A) Physical Appearance: All operations shall be carried on within an enclosed building except that new materials or equipment in operable condition may be stored in the open. Normal daily wastes of an inorganic nature may be stored in containers not in a building when such containers are not readily visible from a street. The provisions of this section shall not be construed to prohibit the display of merchandise or vehicles for sale or the storage of vehicles, boats, farm machinery, trailers, manufactured homes, or similar equipment when in operable condition.

(B) Fire Hazard: No operation shall involve the use of highly flammable gasses, acid, liquids, grinding processes, or other inherent fire hazards. This provision shall not be construed to prohibit the use of normal heating fuels, motor fuels and welding gasses when handled in accordance with other regulations of the City of Grand Island.

(C) Noise: No operation shall be carried on which involves noise in excess of the normal traffic noise of the adjacent street at the time of the daily peak hour of traffic volume. Noise shall be measured at the property line and when the level of such noise cannot be determined by observation with the natural senses, a suitable instrument may be used and measurement may include breakdowns into a reasonable number of frequency ranges.

(D) Sewage and Liquid Wastes: No operation shall be carried on which involves the discharge into a sewer, water course, or the ground, liquid waste of any radioactive or poisonous nature or chemical waste which are detrimental to normal sewage plant operation or corrosive and damaging to sewer pipes and installations.

(E) Air Contaminants:

(1) Air Contaminants and smoke shall be less dark than designated Number One on the Ringleman Chart as published by the United States Bureau of Mines, except that smoke of a density designated as Number One shall be permitted for one four minute period in each one-half hour. Light colored contaminants of such a capacity as to obscure an observer's view to a degree equal to or greater than the aforesaid shall not be permitted.

(2) Particulate matter of dust as measured at the point of emission by any generally accepted method shall not be emitted in excess of two tenths (0.2) grains per cubic foot as corrected to a temperature of 500 degrees Fahrenheit, except for a period of four minutes in any one-half hour, at which time it may equal but not exceed six tenths (0.6) grains per cubic foot as corrected to a temperature of 500 degrees Fahrenheit.

(3) Due to the fact that the possibilities of air contamination cannot reasonably be comprehensively covered in this section, there shall be applied the general rule that there shall not be discharged from any sources whatsoever such quantities of air contaminants or other material in such quantity as to cause injury, detriment, nuisance, or annoyance to any considerable number of persons or to the public in general; or to endanger the comfort, repose, health, or safety of any such considerable number of persons or to the public in general, or to cause, or have a natural tendency to cause injury or damage to business, vegetation, or property.

(4) Odor: The emission of odors that are generally agreed to be obnoxious to any considerable numbers of persons, shall be prohibited. Observations of odor shall be made at the property line of the establishment causing the odor. As a guide to classification of odor it shall be deemed that strong odors of putrefaction and fermentation tend to be obnoxious and that such odors as associated with baking or the roasting of nuts and coffee shall not normally be considered obnoxious within the meaning of this regulation.

(5) Gasses: The gasses sulphur dioxide and hydrogen sulphide shall not exceed five (5) parts per million, carbon monoxide shall not exceed five (5) parts per million. All measurements shall be taken at the zoning lot line.

(6) Vibration: All machines including punch presses and stamping machines shall be so mounted as to minimize vibration and in no case shall such vibration exceed a displacement of three thousandths (0.003) of an inch measured at the zoning lot line. The use of steam or broad hammers shall not be permitted in this zone.

(7) Glare and heat: All glare, such as welding arcs and open furnaces shall be shielded so that they shall not be visible from the zoning lot line. No heat from furnaces or processing equipment shall be sensed at the zoning lot line to the extent of raising the temperature of air or materials more than five (5) degrees Fahrenheit.

**(F) Physical Appearance: Salvage yards and other similar operations shall be effectively enclosed or shielded from adjacent properties on all sides by means of a sight-obscuring fence at least eight (8) feet in height, in good repair, and constructed of conventional fence building materials and techniques as approved by the chief building official. No inventory or salvage materials of any nature may be stacked within fifty (50.0) feet of the fence to a height greater than said fence.**

**§36-106. Conditional Uses; Salvage Yards**

All salvage yards shall be subject to the following conditions as part of their permitted conditional use:

(A) In addition to the information required pursuant to §36-88, an application for a conditional use for a salvage yard shall include a site plan for the premises showing the layout of the proposed operation, building and infrastructure locations, property dimensions, drainage and landscaping.

(B) All structures located or constructed on the salvage yard premises shall comply with the Grand Island City Code and all applicable building, electrical, plumbing and fire codes.

(C) All hazardous materials and regulated waste shall be received, stored, and disposed of in accordance with state and federal laws and the rules and regulations of the U.S. Environmental Protection Agency and the Nebraska Department of Environmental Quality.

(D) All operations of a salvage yard, including those which are ancillary and indirectly related to the salvage yard such as administration, parking, equipment and/or container storage shall be conducted on the premises subject to the permitted conditional use.

(E) All premises on a salvage yard shall be kept and maintained in a clean and orderly manner, using the best practices of the industry, with no loose garbage, litter, refuse or waste materials on the premises except those kept in short term storage for processing. The persons operating the salvage yard shall on a regular and routine basis inspect all areas adjacent to the salvage yard and clean up any materials which originated from the salvage yard.

**(F) Physical Appearance: Salvage yards and other similar operations shall be effectively enclosed or shielded from adjacent properties on all sides by means of a sight-obscuring fence at least eight (8) feet in height, in good repair, and constructed of conventional fence building materials and techniques as approved by the chief building official. No inventory or salvage materials of any nature may be stacked within fifty (50.0) feet of the fence to a height greater than said fence.**

Under the current zoning regulations parking lots are only permitted as an accessory use to principal use. These parking lots can be as far as 300 feet away from the principal use they are accessory to but they are still an accessory use. It would make sense to allow parking lots, especially in the downtown area a principal use. Under the current regulations there is no way to permit someone to own and operate a “pay for parking” parking lot.

### **§36-68. (B-2) General Business Zone**

*Intent:* The intent of this zoning district is to provide for the service, retail and wholesale needs of the general community. This zoning district will contain uses that have users and traffic from all areas of the community and trade areas, and therefore will have close proximity to the major traffic corridors of the City. Residential uses are permitted at the density of the (R-4) High Density Residential Zoning District.

(A) Permitted Principal Uses: The following principal uses are permitted in the (B-2) General Business Zoning District.

- (1) Stores and shops that conduct retail business, provided, all activities and display goods are carried on within an enclosed building except that green plants and shrubs may be displayed in the open, as per the Zoning Matrix [Attachment A hereto]
- (2) Office and office buildings for professional and personal service as found in the Zoning Matrix [Attachment A hereto]
- (3) Agencies as found in the Zoning Matrix [Attachment A hereto]
- (4) Dwelling units
- (5) Board and lodging houses, fraternity and sorority houses
- (6) Truck, bush and tree farming, provided, there is no display or sale at retail of such products on the premises
- (7) Public parks and recreational areas
- (8) Country clubs
- (9) Public, parochial and private schools having a curriculum equivalent to an elementary or higher educational level

- (10) Colleges offering courses of general instruction, including convents, monasteries, dormitories, and other related living structures when located on the same site as the college
- (11) Churches, synagogues, chapels, and similar places of religious worship and instruction of a quiet nature
- (12) Utility substations necessary to the functioning of the utility, but not including general business offices, maintenance facilities and other general system facilities, when located according to the yard space rules set forth in this section for dwellings and having a landscaped or masonry barrier on all sides. Buildings shall be of such exterior design as to harmonize with nearby properties
- (13) Public and quasi-public buildings for cultural use
- (14) Railway right-of-way but not including railway yards or facilities
- (15) Nonprofit community buildings and social welfare establishments
- (16) Hospitals, nursing homes, convalescent or rest homes
- (17) Radio and television stations (no antennae), private clubs and meeting halls
- (18) Vocational or trade schools, business colleges, art and music schools and conservatories, and other similar use
- (19) Preschools, nursery schools, day care centers, children's homes, and similar facilities
- (20) Group Care Home with less than eight (8) individuals
- (21) Elderly Home, Assisted Living
- (22) Stores and shops for the conduct of wholesale business, including sale of used merchandise
- (23) Outdoor sales and rental lots for new and used automobiles, boats, motor vehicles, trailers, manufactured homes, farm and construction machinery, etc.
- (24) Specific uses such as: archery range, billboards, drive-in theater, golf driving range, storage yard (no junk, salvage or wrecking)
- (25) Manufacture, fabrication or assembly uses incidental to wholesale or retail sales wherein not more than 20% of the floor area is used

**(26) Parking Lots**

- (26) Other uses as indicated in the Zoning Matrix [Attachment A hereto]

(B) **Conditional Uses:** The following uses are subject to any conditions listed in this chapter and are subject to other conditions relating to the placement of said use on a specific tract of ground in the (B-2) General Business Zoning District as approved by City Council.

- (1) Recycling business
- (2) Towers
- (3) Other uses as indicated in the Zoning Matrix [Attachment A hereto]

(C) **Permitted Accessory Uses:**

- (1) Building and uses accessory to the permitted principal use.

(D) **Space Limitations:**

Uses		Minimum Setbacks						
		A	B	C	D	E		
	Minimum Parcel Area (feet)	Minimum Lot Width (feet)	Front Yard (feet)	Rear Yard (feet)	Side Yard (feet)	Street Side Yard (feet)	Maximum Ground Coverage	Maximum Building Height (feet)
<b>Permitted Uses</b>	3,000	30	10	0 <sup>1</sup>	0 <sup>2</sup>	10	100%	55
<b>Conditional Uses</b>	3,000	30	10	0 <sup>1</sup>	0 <sup>2</sup>	10	100%	55

<sup>1</sup> No rear yard setback is required if bounded by an alley, otherwise a setback of 10 feet is required.

<sup>2</sup> No side yard setback is required, but if provided, not less than five feet, or unless adjacent to a parcel whose zone requires a side yard setback, then five feet. When adjacent to a public alley, the setback is optional and may range from 0 feet to 5 feet.

(E) 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.

Amended by Ord. No. 8947, effective 1-5-2005

**§36-70. (B-3) Heavy Business Zone**

*Intent:* The intent of this zoning district is to provide for the multiple uses within the central business district. Residential uses are permitted at the density of the (RO) Residential Office Zone.

(A) Permitted Principal Uses: The following principal uses are permitted in the (B-3) Heavy Business Zoning District.

- (1) Agencies as found in the Zoning Matrix [Attachment A hereto]
- (2) Boarding and lodging houses, fraternity and sorority houses
- (3) Churches, synagogues, chapels, and similar places of religious worship and instruction of a quiet nature
- (4) Colleges offering courses of general instruction, including convents, monasteries, dormitories, and other related living structures when located on the same site as the college
- (5) Country clubs
- (6) Dwelling units
- (7) Elderly Home, Assisted Living
- (8) Group Care Home with less than eight (8) individuals
- (9) Hospitals, nursing homes, convalescent or rest homes
- (10) Hotel and motel uses
- (11) Mortuaries, funeral homes, and funeral chapels
- (12) Nonprofit community buildings and social welfare establishments
- (13) Office and office buildings for professional and personal services as found in the Zoning Matrix [Attachment A hereto]

**(14) Parking Lots**

- (14) Preschools, nursery schools, day care centers, children's homes, and similar facilities
- (15) Public parks and recreational areas
- (16) Public, parochial and private schools having a curriculum equivalent to an elementary or higher educational level
- (17) Public and quasi-public buildings for cultural use
- (18) Radio and television stations (no antennae), private clubs and meeting halls
- (19) Railway right-of-way but not including railway yards or facilities
- (20) Retail activities of a prescriptive service provided it is limited to being secondary to said use. Retail space is limited to 25% of the total floor area
- (21) Stores and shops that conduct retail business, provided, all activities and display goods are carried on within an enclosed building except that green plants and shrubs may be displayed in the open, as per the Zoning Matrix [Attachment A hereto]
- (22) Truck, bush and tree farming, provided, there is no display or sale at retail of such products on the premises
- (23) Utility substations necessary to the functioning of the utility, but not including general business offices, maintenance facilities and other general system facilities, when located according to the yard space rules set forth in this section for dwellings and having a landscaped or masonry barrier on all sides. Buildings shall be of such exterior design as to harmonize with nearby properties
- (24) Vocational or trade schools, business colleges, art and music schools and conservatories, and other similar uses
- (25) Other uses as indicated in the Zoning Matrix [Attachment A hereto]

(B) Conditional Uses: The following uses are subject to any conditions listed in this chapter and are subject to other conditions relating to the placement of said use on a specific tract of ground in the (B-3) Heavy Business Zoning District as approved by City Council.

- (1) Manufacture, fabrication or assembly uses incidental to wholesale or retail sales wherein not more than 20% of the floor area is so used
- (2) Outdoor sales and rental lots for new or used automobiles, boats, motor vehicles, trailers, manufactured homes, farm and construction machinery
- (3) Stores and shops for the conduct of wholesale business, including sale of used merchandise.
- (4) Towers
- (5) Other uses as indicated in the Zoning Matrix [Attachment A hereto]

**(C) Permitted Accessory Uses:**

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

**(D) Space Limitations:**

Uses		Minimum Setbacks						
		A	B	C	D	E		
	Minimum Parcel Area (feet)	Minimum Lot Width (feet)	Front Yard (feet)	Rear Yard (feet)	Side Yard (feet)	Street Side Yard (feet)	Maximum Ground Coverage	Maximum Building Height (feet)
<b>Permitted Uses</b>	3,000	30	10	0 <sup>1</sup>	0 <sup>2</sup>	10	100%	
<b>Conditional Uses</b>	3,000	30	10	0 <sup>1</sup>	0 <sup>2</sup>	10	100%	

<sup>1</sup> No rear yard setback is required if bounded by an alley, otherwise a setback of 10 feet is required.

<sup>2</sup> No side yard setback is required, but if provided, not less than five feet or unless adjacent to a parcel whose zone requires a side yard setback, then five feet. When adjacent to a public alley, the setback is optional and may range from 0 feet to 5 feet.

**(E) 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  
Amended by Ord. No. 8947, effective 1-5-2005

**§36-74. (M-3) Mixed Use Manufacturing Zone**

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

**(A) Permitted Principal Uses:**

- (1) Churches
- (2) Residential dwellings at the same density as the (R-4) High Density Residential
- (3) Truck terminal, tractor, trailer, or truck storage, including maintenance facilities
- (4) Animal hospital and veterinary clinic
- (5) Arena or athletic field or track
- (6) Automobile body repair
- (7) Automobile service station
- (8) Bakery
- (9) Bottling plant
- (10) Blueprinting
- (11) Brewery or distillery
- (12) Café or restaurant
- (13) Cannery
- (14) Carpenter or woodworking shop
- (15) Carpet cleaning
- (16) Casting of lightweight or nonferrous metals
- (17) Crating and hauling depot



- (18) Dairy products distribution
- (19) Dry cleaning and laundry plant
- (20) Feed and seed processing and storage
- (21) Furniture repair and warehousing
- (22) Garage
- (23) Laboratories
- (24) Lapidary
- (25) Parking Lots**
- (25) Printer
- (26) Publisher or lithographer
- (27) Sign painting or manufacture
- (28) Stone and monument works
- (29) Storage yards or buildings for lumber, gas, oil and similar materials; but not explosives, vitreous ware, pottery and porcelain manufacture
- (30) Warehouse
- (31) Manufacture, processing, assembly, fabrication or storage of products and materials similar to the above
- (32) Railway right-of-way, including yards and facilities
- (33) Other uses as permitted in the Zoning Matrix [Attachment A hereto]

(B) **Conditional Uses:** The following uses may be permitted, if approved by the city council, in accordance with procedures set forth in Article VI of this chapter.

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

(C) **Permitted Accessory Uses:**

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

(D) **Specifically Excluded Uses:**

- (1) Manufactured home parks

(E) **Space Limitations:**

Uses		Minimum Setbacks						
		A	B	C	D	E		
	Minimum Parcel Area (feet)	Minimum Lot Width (feet)	Front Yard (feet)	Rear Yard (feet)	Side Yard (feet)	Street Side Yard (feet)	Maximum Ground Coverage	Maximum Building Height (feet)
<b>Permitted Uses</b>	6,000	50	10 <sup>1</sup>	0 <sup>2</sup>	0 <sup>3</sup>	10	65%	-
<b>Conditional Uses</b>	6,000	50	10 <sup>1</sup>	0 <sup>2</sup>	0 <sup>3</sup>	10	65%	-

<sup>1</sup> Shall be zero when located in Central Business District and Fourth Street Business District

<sup>2</sup> None when bounded by an alley, otherwise 10 feet

<sup>3</sup> No required Side Yard Setback, 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.

(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.

Amended by Ord. No. 8947, effective 1-5-2005

## OVERVIEW:

The addition of subparagraph F to both 36-101 and 36-106 will clarify the requirement for salvage yards and return those requirements to the intent as expressed by a previous planning commission and city council.

The addition of parking lot to the B2, B3 and M3 zoning districts will allow this as a principal use. The B3 and M3 zones are primarily downtown where parking districts allow for the expansion of uses and new uses without the addition of new parking spaces.

**RECOMMENDATION:**

That the Regional Planning Commission recommend that the Grand Island City Council **approve** the changes to the Grand Island Zoning Ordinance as presented.

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

# Council Agenda Memo

**From:** Regional Planning Commission

**Meeting:** November 27, 2007

**Subject:** Zoning Ordinance Amendment to Chapter 36

**Item #'s:** E-3 & F-3

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

## Background

This application proposes amendments to the Zoning Ordinance for the City of Grand Island and its 2 mile extra-territorial jurisdiction. Amendments to be considered pertain to the §36-96 Off-Street Parking Requirements; to modify parking lot surfacing requirements and clean up language relative to changes in zoning districts that were made with the adoption of the Large Lot Residential Zone in 2004.

## Discussion

City staff is suggesting additions to the Grand Island Zoning regulations pertaining to Off-Street Parking Requirements that are shown in this manner ~~deletions~~ or additions. Mr. James Truell, on behalf of his client Jerold Ross of YAP Auction has asked the Grand Island City Council to consider changes as shown below as additions. The Grand Island City Council referred this issue for review and recommendation to the Hall County Regional Planning Commission at their meeting of August 14, 2007.

### **§36-96. Off-Street Parking Requirements**

(G) Design Standards. All off-street parking and loading facilities shall be designed with appropriate means of vehicular access to a street or alley and contain adequate and safe maneuvering areas. No driveway or curb cuts shall exceed twenty-six feet in width in residential districts, or thirty-five feet in width in business or industrial/manufacturing districts, and detailed plans shall be submitted to the public works director for approval of all curb cuts or driveway openings before a permit may be obtained therefore. No signs shall be displayed except such signs as required for the orderly use of the facilities. All facilities shall be provided with a permanent type, dust-free surface ~~such as~~ meaning: asphaltic cement concrete, Portland cement concrete, cold rolled asphalt millings with an oil overlay, or paving brick.

All parking lots containing five or more parking spaces, which are within 30 feet of property occupied by a residential use in a ~~Transitional-Agricultural~~ Large Lot

Residential Zoning District or of property within a Suburban Residential Zoning District, Low Density Residential Zoning District, Medium Density Residential Zoning District, High Density Residential Zoning District or Residential Development Zoning District, shall provide a sight-obscuring fence or screen not less than six feet nor more than eight feet in height along the boundary of the parking lot adjacent to such districts. No fence or screen shall be required between abutting parking lots or adjacent to an alley. The height of any fence or screen shall be subject to other restrictions provided by the City Code.

## **OVERVIEW:**

The current language suggests that other hard surface types would be permitted by including the words such as before the list of possible surfacing types. The building department has generally considered this a closed list and the Grand Island Board of Adjustment upheld that determination in considering an appeal of this interpretation in June of this year. The appeal was filed by Mr. Truell on behalf of YAP auction. To avoid confusion on this issue staff is proposing to change the words such as to meaning, thereby limiting the choices to those listed. New products could be added to this list as they become available and are shown to comparable similar benefits to those already on the list by amending these regulations. The addition of “cold rolled asphalt millings with an oil overlay” is the request of Mr. Truell. Consideration of this change is included based on the referral from the Grand Island City Council.

The change from Transitional Agriculture to Large Lot Residential is being proposed to make this consistent with the intent of the creation of the Large Lot Residential District in 2004. This change should have been made at that time but was missed.

The City has used cold rolled asphalt millings with an oil overlay for projects in recent years. These were used in an attempt to make improvements to an existing gravel street (Ada Street) and to build a connection for the hike/bike trail. In both of those cases this technique did not hold up and did not produce an acceptable dust free hard surface. A letter from Public Works Director Steven Riehle P.E. is included with this report detail the experience of the city with regard to this product.

**CITY OF GRAND ISLAND INTER-OFFICE MEMORANDUM**

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**DATE:** August 27, 2007

**TO:** Chad Nabity, Regional Planning Director

**FROM:** Steven P. Riehle, P.E., City Engineer/Public Works Director

**RE:** Use of Asphalt Millings for Parking Lot Surfacing

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I have over 24 years of experience in the design and construction of civil infrastructure including construction and rehabilitation of asphalt millings base course, hot mix asphalt pavements, cold mix asphalt pavements, surface sealants, crack sealing and Portland cement concrete pavements.

Asphalt millings do not compact as well as hot or cold mix asphalt. There is not enough free asphalt in the millings to adequately bind the material into an acceptable pavement. The lack of temperature adds to the poor compaction of asphalt millings when compared to hot mix asphalt. While it doesn't make a good surface course, asphalt millings are a good base course for a hot mix asphalt overlay.

Asphalt millings coated with a spray on asphalt sealer does not create a satisfactory surface. The spray on sealer does not penetrate the surface, allows moisture to saturate the sub grade, tracks onto the street from vehicle tires, and is carried into adjacent properties on the soles of shoes. I strongly recommend against a surface sealant or oil spray.

The city of Grand Island has experimented with asphalt millings for streets, parking lots, trails and the snow dump site. It's been our experience that the surface is loose, allows the sub grade to become saturated, is rough, does not hold up well and is susceptible to pot holes. When we use asphalt millings, we cover it with at least 1" of hot mix asphalt to get an acceptable pavement. Hot or cold mix asphalt pavements result in a smooth surface that is safer to walk on, sheds water and is considered permanent.

The city has used asphalt millings as a base course topped with 2" to 4" of hot mix asphalt pavement to hard surface the bike trail along the St Joe railroad spur

trail between US Hwy 34 and Stolley Park Road, Garland Street from US Hwy 34 to Blaine Street, the parking lot expansion for Fire Station # 4, South Street between Henry Street and Ada Street, the alley by the Blackstone Hotel, and the snow dump on East US Hwy 30.

A new parking lot constructed with asphalt millings can be compared to an old hot mix asphalt parking lot that is at the end of its life because the two surfaces are similar. Both surfaces have pot holes, do not drain well, are cracked, and are in need of a surface treatment such as asphalt overlay.

Asphalt millings as a surface for a parking may be better than gravel or crushed concrete, but makes a significantly lower quality surface than hot mix asphalt pavement or Portland cement concrete. Because of the lower quality, asphalt millings should only be used as a temporary surfacing, and not considered a permanent surfacing.

The Planning Commission held a hearing on this application at their meeting on September 5, 2007. No members of the public spoke in reference to this item.

That the Regional Planning Commission recommends that the Grand Island City Council **approve** the changes to the Grand Island Zoning Ordinance as shown except for the provision that would allow cold rolled asphalt millings with an oil overlay.

### **Alternatives**

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

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

### **Recommendation**

Ruge made the motion, and Haskins seconded the motion, to recommend striking the words “such as” and inserting the word “meaning” and striking the words “Transitional Agricultural and inserting “Large Lot Residential” in 36-96 Off-Street Parking Requirements of the Grand Island Zoning regulations, leaving out the words “cold rolled asphalt millings with an oil overlay” as proposed.

A roll call vote was taken and the motion passed with 10 members present (Miller, O’Neill, Ruge, Hayes, Reynolds, Haskins, Eriksen, Bredthauer, Heineman, Snodgrass) voting in favor and 1 member voting against (Amick).

### **Sample Motion**

Move to approve the changes to the Grand Island Zoning Ordinance as presented, except for the provision that would allow cold rolled asphalt millings with an oil overlay.



# **City of Grand Island**

**Tuesday, November 27, 2007**

**Council Session**

## **Item E4**

**Public Hearing Concerning Acquisition and Conveyance of  
Property Located on the South Boundary Line of the Webb Road  
Soccer Field (Funk, LLC)**

**Staff Contact: Steve Paustian**



# **Council Agenda Memo**

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

**Meeting:** November 27, 2007

**Subject:** Acquisition and Conveyance of Property Located on the South Boundary Line of the Webb Road Soccer Field (Funk, LLC)

**Item #'s:** E-4 & F-4 & G-12

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

## **Background**

The City of Grand Island acquired land from the Burlington Northern Railroad when it abandoned the Beltline spur over 30 years ago. This narrow strip of land was used by the railroad to supply the former Johnson Cashway Lumber Company with product. The east half of the land, currently owned by the City, being considered for the swap has been maintained by Johnson Cashway or its successors since the City acquired the land from Burlington Northern. Several years ago the City purchased the former Webb Salebarn property for future Cemetery development. It is currently being used as athletic fields. During the construction of the athletic fields it was necessary to develop a detention cell to catch run-off from the fields as storm sewer is unavailable for this property. The detention cell as constructed impacts the west end of the proposed land swap and is difficult to maintain given the existing property line.

## **Discussion**

City staff was approached by Funk LLC to see if a land swap would be possible. After reviewing the request it is the opinion of the City that the swap as proposed, is for land of equal value and, in effect, would represent the true use of the land by the two parties today.

## **Alternatives**

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

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

### **Recommendation**

City Administration recommends that the Council agree to the land swap.

### **Sample Motion**

Move to allow for the exchange of land between the City of Grand Island and Funk LLC.







# City of Grand Island

Tuesday, November 27, 2007

Council Session

## Item E5

**Public Hearing Concerning Request of Munoz R. Rodriquez, Inc.  
dba Zona Rosa Nightclub, 611 East 4th Street for a Class "C"  
Liquor License**

Staff Contact: RaNae Edwards

# **Council Agenda Memo**

**From:** RaNae Edwards, City Clerk

**Meeting:** November 27, 2007

**Subject:** Public Hearing on Request from Munoz R. Rodriguez, Inc. dba Zona Rosa Nightclub, 611 East 4<sup>th</sup> Street for a Class "C" Liquor License

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

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

## **Background**

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

### **Declared Legislative Intent**

It is hereby declared to be the intent and purpose of the city council in adopting and administering the provisions of this chapter:

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

## **Discussion**

Munoz R. Rodriguez, Inc. dba Zona Rosa Nightclub, 611 East 4<sup>th</sup> Street submitted an application for a Class "C" Liquor License at the November 13, 2007 City Council Meeting. A Class "C" Liquor License allows for the sale of alcohol on and off sale inside the corporate limits of the city. Bill Francis, Attorney for the applicant withdrew the request at the November 13, 2007 council meeting. On November 15, 2007 the City Clerk received an amended application which included the information omitted from the previous application.

Also included with the application was a request from Elsy Ramos, 243 South Sycamore for a Liquor Manager Application. Ms. Ramos has completed the required state approved alcohol server/seller training program through the Nebraska State Patrol.

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

### **Alternatives**

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

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

### **Recommendation**

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

### **Sample Motion**

Move to approve the application of Munoz R. Rodriguez, Inc. dba Zona Rosa Nightclub, 611 East 4<sup>th</sup> Street for a Class "C" Liquor License and the request from Elsy Ramos, 243 South Sycamore for a Liquor Manager designation.

Nov. 15. 2007 12:04PM CUNNINGHAM LAW

No. 9282 P. 1

LAW OFFICES OF  
**CUNNINGHAM, BLACKBURN, FRANCIS,  
BROCK & CUNNINGHAM**

ESTABLISHED 1910

B.J. CUNNINGHAM (1888-1977)  
B.J. CUNNINGHAM, JR.  
WILLIAM G. BLACKBURN (1923-2005)  
WILLIAM A. FRANCIS  
PATRICK A. BROCK  
JOHN M. CUNNINGHAM

222 NORTH CEDAR STREET  
P.O. BOX 2280  
GRAND ISLAND, NEBRASKA 68802-2280  
(308) 384-2636  
FAX: (308) 384-6556

[www.gilegal.com](http://www.gilegal.com)

November 14, 2007

Nebraska Liquor Control Commission  
Attn: Mary, Licensing  
P.O. Box 95046  
Lincoln, NE 68509-5046



RE: Munoz R. Rodriguez, Inc. d/b/a Zona Rosa Nightclub  
Amendment to Application

Dear Mary:

I am enclosing herewith an additional page that needs to be made part of the application for Munoz R. Rodriguez, Inc. As I mentioned to you in our phone conversation, Elsy Ramos discovered just before the City Council meeting on November 13, 2007, that Question #1 of the applicant information previously submitted contained sum errors. The enclosed attachment sets forth an amended response to Question #1 regarding Elsy Ramos, president and manager applicant. This new information contains additional traffic infractions that had been omitted from her first report. The attachment also sets forth an additional disclosure regarding her husband, Angel; however, since he has filed an affidavit of non-participation, I assume this disclosure will have no effect.

Lastly, we have set forth a disclosure regarding a non-officer, director, shareholder, who does not own at least 25% of the stock. On the initial application there was no disclosure regarding Juan Munoz because he does not own at least 25% of the stock. The attached amendment shows his violations that had not been included in the original application.

I would appreciate it if you would make this enclosed attachment part of the application.

Sincerely Yours,

  
William A. Francis  
WAF/jas

Enclosures



Nov. 15. 2007 12:04PM CUNNINGHAM LAW

No. 9282 P. 2

**ATTACHMENT TO MUNOZ R. RODRIGUEZ, INC. LIQUOR LICENSE APPLICATION**

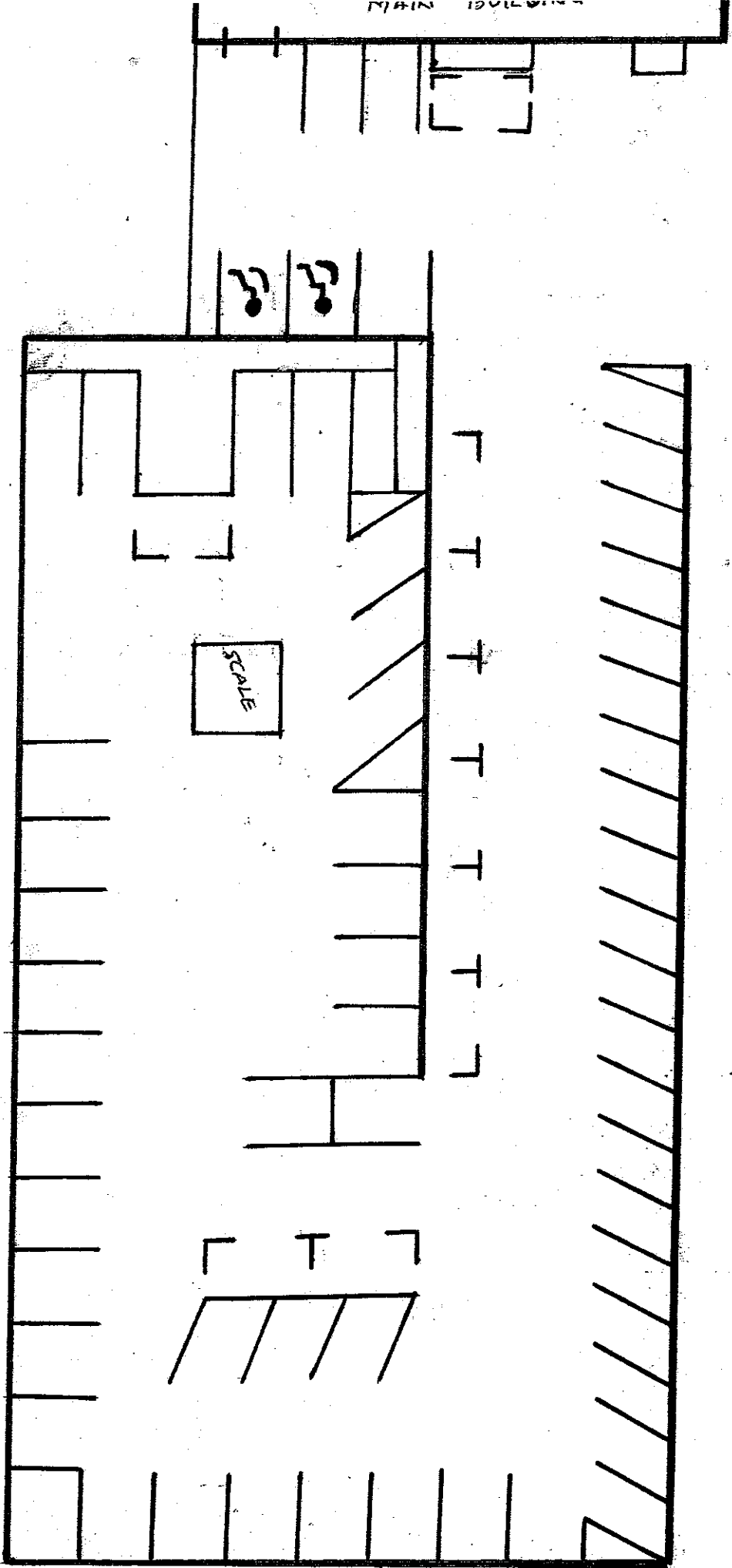
- (1) **Applicant Information:** The Applicant, Elsy R. Ramos, her husband, Angel E. Ramos, and shareholder, Juan Munoz, report the following convictions or pleas of guilty:

**Elsy R. Ramos** - Speeding, Hamilton County, Nebraska, July 2007; Speeding, No Operator's License and no proof of insurance, Hall County, Nebraska, March 2000; No Operator's License, Hall County, Nebraska, September 2003; No Operator's License, Hall County, Nebraska, October 1998.

**Angel E. Ramos** - Driving Under the Influence and refusal to test, Hall County, Nebraska, January 2004; Disturbing the Peace, Attempted Assault, Hall County, Nebraska, (July 1999).

**Juan Munoz** - Driving Under Suspension, Hall County, Nebraska, January 2003; No valid registration, Hall County, Nebraska, October 2000; Speeding, Fictitious license plates, hall County, Nebraska, March 2002.

LA ZONA ROSA NIGHTCLUB



TOTAL 75 PARKING SPACES.





# **City of Grand Island**

**Tuesday, November 27, 2007**

**Council Session**

## **Item E6**

**Public Hearing Concerning Acquisition of Utility Easement -  
Northeast Corner of 317 South Locust Street - Two Brothers, Inc.**

**Staff Contact: Gary R. Mader**

# **Council Agenda Memo**

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

**Meeting:** November 27, 2007

**Subject:** Acquisition of Utility Easement – Northeast corner of 317 South Locust Street - Two Brothers, Inc.

**Item #'s:** E-6 & G-11

**Presenter(s):** Gary R. Mader, Utilities Director

## **Background**

Nebraska State Law requires that acquisition of property must be approved by City Council. The Utilities Department needs to acquire an easement relative to the property of Two Brothers, Inc., located between Locust and Pine Streets, south of Koenig Street and north of Charles Street, in the City Of Grand Island, Hall County, in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers.

## **Discussion**

This easement will be used to provide a location for underground electric cable and a new padmount transformer. These will provide power to the expanded Acapulco Grocery.

## **Alternatives**

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

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

## **Recommendation**

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

## **Sample Motion**

Move to approve acquisition of the Utility Easement.

# KOENIG STREET

LOCUST STREET

PINE STREET

CAMPBELL'S

SUBDIVISION

HANN'S 3RD

ADDITION

LOT 12  
ACQUIRED PROPERTY BY CITY AS  
DESCRIBED IN BOOK 68, PAGE 647,  
RECORDED IN THE HALL COUNTY  
REGISTER OF DEEDS OFFICE.

TRACT #1

TRACT #2

BLOCK 5

## LEGEND



INDICATES  
UTILITY EASEMENT



CITY OF  
**GRAND ISLAND**  
UTILITIES DEPARTMENT

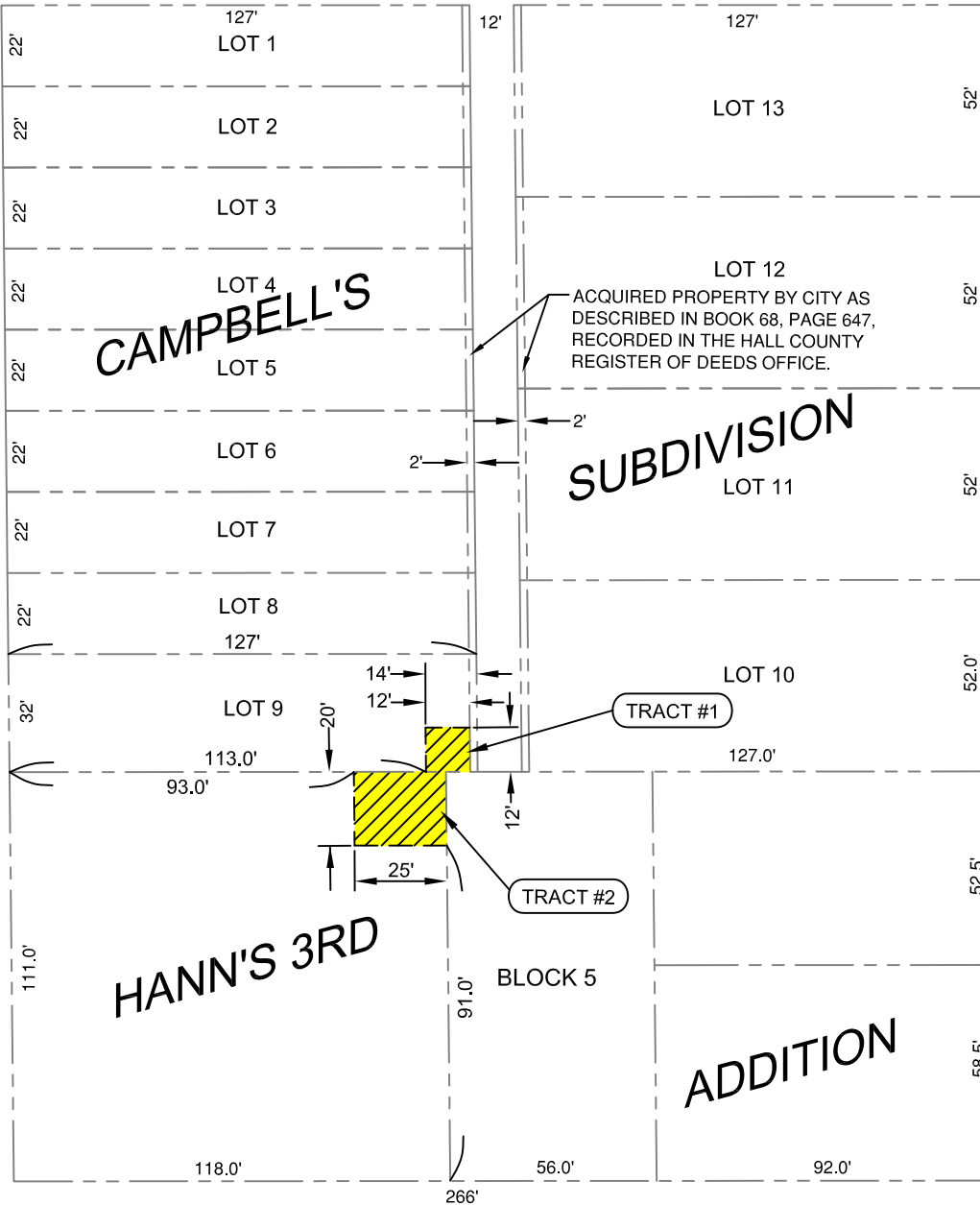
EXHIBIT "A"

DRN BY: K.J.M.

SCALE: 1" = 50'

DATE: 11/13/2007

FILE: HANN'S 3rd





# City of Grand Island

Tuesday, November 27, 2007

Council Session

## Item F1

### **#9149 - Consideration of Assessments for Cost of Demolition of House Located at 516 East First Street**

*This item relates to the aforementioned Board of Equalization Item D-1.*

Staff Contact: Dale Shotkoski

\* This Space Reserved For Register of Deeds \*

ORDINANCE NO. 9149

An ordinance levying a special tax to pay the cost to the City of demolishing a dilapidated house at 516 East First Street, Grand Island, Hall County, Nebraska, pursuant to Section 8-115 of the Grand Island City Code; providing for the collection thereof; repealing ordinances or parts of ordinances in the Grand Island City Code in conflict herewith; and providing for the publication and effective date of this ordinance.

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

SECTION 1. A special tax is hereby levied for the cost of demolishing the house at 516 East First Street, Grand Island, Hall County, Nebraska, upon the hereinafter described lot as determined and assessed by the City Council sitting as a Board of Equalization after due notice thereof, in the following amount:

<u>Name</u>	<u>Description</u>	<u>Amount</u>
William and Barbara Werner 2922 Garfield Hannibal, MO 63401	The West Half (W½) of Lot Seven (7), Block Seventy-Four (74), Original Town, Grand Island, Hall County, Nebraska.	\$5,500.00
Timothy & Tamara Andrews 3310 305 <sup>th</sup> Street Crawfordsville, IA 52621		

Approved as to Form    ☐ \_\_\_\_\_  
November 20, 2007      ☐ City Attorney



ORDINANCE NO. 9149 (Cont.)

Prime Acceptance Corporation  
200 West Jackson Blvd., Suite 720  
Chicago, IL 60606

SECTION 2. Such special tax shall be due and payable to the City thirty (30) days after such levy and shall become delinquent fifty (50) days after such levy. After the same shall become delinquent, interest at the rate of fourteen percent (14%) per annum shall be paid thereon. The same shall be collected in the same manner as other city taxes.

SECTION 3. Such special taxes shall be collected by the Finance Director of the City of Grand Island, Nebraska, as provided by law.

SECTION 4. Such special taxes, if not previously paid, shall be certified to the County Clerk at the same time as the next certification for general revenue purposes.

SECTION 5. Such special taxes, when received, shall be applied to reimburse the general fund.

SECTION 6. All ordinances or parts of ordinances or provisions in the Grand Island City Code in conflict herewith be, and the same hereby are, repealed.

SECTION 7. This ordinance shall be in full 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: November 27, 2007.

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Margaret Hornady, Mayor

Attest:

---

RaNae Edwards, City Clerk



# City of Grand Island

Tuesday, November 27, 2007

Council Session

## Item F2

**#9150 - Consideration of Change of Zoning for Lots 21 and 22,  
Nottingham Estates Subdivision Located North of Church Street  
and East of Hope Street from RD Residential Development to  
Amended RD Residential Development**

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

Staff Contact: Chad Nabity

ORDINANCE NO. 9150

An ordinance rezoning a certain tract of land within the zoning jurisdiction of the City of Grand Island; changing the land use classification of a tract of land consisting of Lots Twenty One (21) and Twenty Two (22), Nottingham Estates Subdivision, in the City of Grand Island, Hall County, Nebraska, from RD Residential Development District to Amended RD Residential Development District; directing the such zoning change and classification be shown on the Official Zoning Map of the City of Grand Island; amending the provisions of Section 36-44; and providing for publication and an effective date of this ordinance.

WHEREAS, the Regional Planning Commission on November 7, 2007, held a public hearing and made a recommendation on the proposed zoning of such area; and

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

WHEREAS, after public hearing on November 27, 2007, the City Council found and determined the change in zoning be approved and made; and

WHEREAS, the owners of the property have requested amendments to final development plan as approved for Lots Twenty One (21) and Twenty Two (22), Nottingham Estates Subdivision; and

WHEREAS, those amendments have been agreed upon in an approved subdivision agreement.

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

ORDINANCE NO. 9150 (Cont.)

SECTION 1. The following tract of land is hereby rezoned, reclassified and changed from RD Residential Development District to Amended RD Residential Development District:

A tract of land comprising all of Lot Twenty One (21) and Twenty Two (22), Nottingham Estates Subdivision, in the City of Grand Island, Hall County, Nebraska, containing 0.174 acres, more or less.

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

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

Enacted: November 27, 2007.

---

Margaret Hornady, Mayor

Attest:

---

RaNae Edwards, City Clerk



# City of Grand Island

Tuesday, November 27, 2007

Council Session

## Item F3

**#9151 - Consideration of Proposed Amendments to Chapter 36 of the Grand Island City Code Relative to Hard Surfaced Parking, Performance Standard for Salvage Yards, and Addition of Parking Lots as a Permitted Principal Use in the B2, B3 and M3 Zoning Dist**

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

Staff Contact: Chad Nabity

## ORDINANCE NO. 9151

An ordinance to amend Chapter 36 of the Grand Island City Code; to amend Section 36-96 pertaining to off-street parking requirements; and Sections 36-101 and 36-106 pertaining to performance standards for salvage yards; and Sections 36-68, 36-70 and 36-74 pertaining to the addition of parking lots as permitted principal use in the B2, B3 and M3 Zoning Districts of the Grand Island City Code; to repeal Sections 36-96; 36-101; 36-106; 36-68; 36-70 and 36-74 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 36-96 of the Grand Island City Code is hereby amended to read as follows:

### **§36-96. Off-Street Parking Requirements**

#### **(A) Purposes:**

(1) It is the intent of this section that all buildings and uses shall provide off-street parking and loading facilities in a minimum amount as required herein to meet the needs of such buildings and uses on private property and under the same ownership as such buildings or uses. The accommodations may consist of lots, garages, or other buildings, and accessories; they may be surface facilities or facilities above or under the ground.

(2) It is the further intent of this section that all off-street parking and loading spaces and facilities shall be sited and built according to the requirements contained in this section, and shall require an application for and issuance of a building permit pursuant to §8-22.

(B) **Application.** Each building or use hereafter constructed, and each addition to or altered building or use shall be provided with off-street parking and loading spaces as required herein. Each off-street parking space or loading facility and space hereafter constructed, upon proper application and permit being granted shall be sited and constructed pursuant to the requirements of this section. No application for a building permit for such building, addition, alteration, or use shall be approved unless accompanied by a plot plan showing the location and amount of off-street parking and loading spaces as required herein for the existing or proposed building or use and including all such additions or alterations. No occupancy or use permit shall be issued unless the required parking and loading facilities shall have been provided in accordance with the approved plot plan. Requirements shall be applicable to all zones and districts but not to include the following business districts:

(1) *Central Business District* as identified and described in Chapter 13 of this code as the Downtown Improvement and Parking District No. 1.

(2) *Fourth Street Business District.* Beginning at the intersection of Eddy Street and the alley in the block between Fourth and Fifth Streets; thence easterly on the alley to the intersection of the alley with Sycamore Street; thence southerly on Sycamore Street to 100 feet south of the south right-of-way line of North Front Street; thence westerly on the aforesaid line to its intersection with Eddy Street; thence northerly on Eddy Street to the point of beginning.

(C) **Area and Computation:** An off-street parking space shall be of appropriate dimensions of not less than 180 square feet exclusive of access or maneuvering area, ramps, columns, etc., and shall have a vertical clearance of not

## ORDINANCE NO. 9151 (Cont.)

less than seven feet. An off-street loading space shall be of appropriate dimensions of not less than 360 square feet exclusive of access or maneuvering area, ramps, columns, etc., and shall have a vertical clearance of not less than fourteen feet. When determination of the number of off-street parking or loading spaces required by this chapter results in a requirement of a fractional space, any fraction of one-half or less may be disregarded while a fraction in excess of one-half shall be counted as one parking space.

(D) Location: All off-street parking spaces shall be on the same lot as the building or within 300 feet of the lot. Permanent off-street parking spaces shall not be permitted within the required front yard setback, provided, however, that for a building containing three dwelling units or less, one space per unit may be placed within the front yard setback if such space is not directly in front of the building excluding garages or carports. Parking facilities located separate from the building or use as listed shall have a substantial portion of same within a specified distance of the building or use which it serves. All off-street loading spaces shall be on the same lot as the building or use served.

(E) Collective Facilities: Off-street parking facilities for separate or mixed buildings or uses may be provided collectively so long as the total number of spaces is not less than the sum of the separate required spaces, and provided further, that the requirement concerning location of such facility with respect to distance from the building or use served shall be complied with. In order to eliminate a multiplicity of entrances and exits and diminish traffic hazards to conserve space where space is at a premium and to promote orderly development generally, the city council is hereby authorized to plan and group parking facilities collectively for a number of businesses in a given area, and especially in the central business district, in such a manner as to obtain a maximum of efficiency and capacity in parking and traffic movement.

(F) Employee Parking: Parking spaces required on an employee basis shall be based on the maximum number of employees on duty on the premises at any one time.

(G) Design Standards. All off-street parking and loading facilities shall be designed with appropriate means of vehicular access to a street or alley and contain adequate and safe maneuvering areas. No driveway or curb cuts shall exceed twenty-six feet in width in residential districts, or thirty-five feet in width in business or industrial/manufacturing districts, and detailed plans shall be submitted to the public works director for approval of all curb cuts or driveway openings before a permit may be obtained therefor. No signs shall be displayed except such signs as required for the orderly use of the facilities. All facilities shall be provided with a permanent type, dust-free surface ~~such as meaning~~ asphaltic cement concrete, Portland cement concrete, or paving brick.

All parking lots containing five or more parking spaces, which are within 30 feet of property occupied by a residential use in a ~~Transitional Agricultural~~ Large Lot Residential Zoning District or of property within a Suburban Residential Zoning District, Low Density Residential Zoning District, Medium Density Residential Zoning District, High Density Residential Zoning District or Residential Development Zoning District, shall provide a sight-obscuring fence or screen not less than six feet nor more than eight feet in height along the boundary of the parking lot adjacent to such districts. No fence or screen shall be required between abutting parking lots or adjacent to an alley. The height of any fence or screen shall be subject to other restrictions provided by the City Code.

(H) Maintenance: The parking and loading facilities required by this section shall be provided and maintained so long as the use exists which the facilities are designed to serve. Reasonable precautions must be taken by the owners of particular uses to assure the use of the parking facilities only by the employees or the social or business visitors of the premises for which the facilities are provided. The facilities must be so designed and maintained as not to constitute a nuisance at any time and must not be used in such a manner as to constitute a hazard or unreasonable impediment to traffic.

(I) Reduction of Number of Spaces: Off-street parking or loading facilities shall not be reduced in total extent, after their provision required hereunder, except upon the approval of the Board of Adjustment, and then only after proof that the parking or loading spaces are no longer required by reason of a change in use of the premises of which the facilities are adjunct.

(J) Requirement for Uses Not Listed: For any use not listed, the Board of Adjustment shall determine the proper requirement by classifying the proposed use among the uses specified herein so as to assure equal treatment.

(K) Administration and Enforcement: The off-street parking and loading provisions of this section shall be administered by the zoning official and enforced by the chief building official, who shall also serve in advisory capacity to the city council on matters relative to any phase of such provisions.

(L) Penalty for Violation: The provisions of parking and loading facilities as required by this section shall be a continuing obligation of the owner or sponsor of a given building or use so long as the building or use is in existence and so long as parking and loading facilities are required hereunder in connection therewith, and it shall be unlawful to discontinue, change, or dispense with such facilities without establishing alternate facilities that meet the

## ORDINANCE NO. 9151 (Cont.)

requirements herein. Penalty provisions applicable to this chapter as a whole shall apply to the violations of these provisions. In addition, at such time as the facilities required hereunder shall fail to continue to be available for the purpose, the building permit for the structures to which the facilities are adjunct and the use or occupancy permits issued for the premises shall be canceled and become null and void.

Amended by Ordinance No. 8976, effective 06-08-2005

Amended by Ordinance No. 9151, effective 12-18-2007

### SECTION 2. Section 36-101 of the Grand Island City Code is hereby amended to

read as follows:

#### **§36-101. Performance Standards for Industrial Uses**

The following standards shall be met unless there are greater standards required by the United States Environmental Protection Agency or the Nebraska Department of Environmental Quality.

(A) Physical Appearance: All operations shall be carried on within an enclosed building except that new materials or equipment in operable condition may be stored in the open. Normal daily wastes of an inorganic nature may be stored in containers not in a building when such containers are not readily visible from a street. The provisions of this section shall not be construed to prohibit the display of merchandise or vehicles for sale or the storage of vehicles, boats, farm machinery, trailers, manufactured homes, or similar equipment when in operable condition.

(B) Fire Hazard: No operation shall involve the use of highly flammable gasses, acid, liquids, grinding processes, or other inherent fire hazards. This provision shall not be construed to prohibit the use of normal heating fuels, motor fuels and welding gasses when handled in accordance with other regulations of the City of Grand Island.

(C) Noise: No operation shall be carried on which involves noise in excess of the normal traffic noise of the adjacent street at the time of the daily peak hour of traffic volume. Noise shall be measured at the property line and when the level of such noise cannot be determined by observation with the natural senses, a suitable instrument may be used and measurement may include breakdowns into a reasonable number of frequency ranges.

(D) Sewage and Liquid Wastes: No operation shall be carried on which involves the discharge into a sewer, water course, or the ground, liquid waste of any radioactive or poisonous nature or chemical waste which are detrimental to normal sewage plant operation or corrosive and damaging to sewer pipes and installations.

(E) Air Contaminants:

(1) Air Contaminants and smoke shall be less dark than designated Number One on the Ringleman Chart as published by the United States Bureau of Mines, except that smoke of a density designated as Number One shall be permitted for one four minute period in each one-half hour. Light colored contaminants of such a capacity as to obscure an observer's view to a degree equal to or greater than the aforesaid shall not be permitted.

(2) Particulate matter of dust as measured at the point of emission by any generally accepted method shall not be emitted in excess of two tenths (0.2) grains per cubic foot as corrected to a temperature of 500 degrees Fahrenheit, except for a period of four minutes in any one-half hour, at which time it may equal but not exceed six tenths (0.6) grains per cubic foot as corrected to a temperature of 500 degrees Fahrenheit.

(3) Due to the fact that the possibilities of air contamination cannot reasonably be comprehensively covered in this section, there shall be applied the general rule that there shall not be discharged from any sources whatsoever such quantities of air contaminants or other material in such quantity as to cause injury, detriment, nuisance, or annoyance to any considerable number of persons or to the public in general; or to endanger the comfort, repose, health, or safety of any such considerable number of persons or to the public in general, or to cause, or have a natural tendency to cause injury or damage to business, vegetation, or property.

(4) Odor: The emission of odors that are generally agreed to be obnoxious to any considerable numbers of persons, shall be prohibited. Observations of odor shall be made at the property line of the establishment causing the odor. As a guide to classification of odor it shall be deemed that strong odors of putrefaction and fermentation tend to be obnoxious and that such odors as associated with baking or



## ORDINANCE NO. 9151 (Cont.)

the roasting of nuts and coffee shall not normally be considered obnoxious within the meaning of this regulation.

(5) Gasses: The gasses sulphur dioxide and hydrogen sulphide shall not exceed five (5) parts per million, carbon monoxide shall not exceed five (5) parts per million. All measurements shall be taken at the zoning lot line.

(6) Vibration: All machines including punch presses and stamping machines shall be so mounted as to minimize vibration and in no case shall such vibration exceed a displacement of three thousands (0.003) of an inch measured at the zoning lot line. The use of steam or broad hammers shall not be permitted in this zone.

(7) Glare and heat: All glare, such as welding arcs and open furnaces shall be shielded so that they shall not be visible from the zoning lot line. No heat from furnaces or processing equipment shall be sensed at the zoning lot line to the extent of raising the temperature of air or materials more than five (5) degrees Fahrenheit.

(F) Physical Appearance: Salvage yards and other similar operations shall be effectively enclosed or shielded from adjacent properties on all sides by means of a sight-obscuring fence at least eight (8) feet in height, in good repair, and constructed of conventional fence building materials and techniques as approved by the chief building official. No inventory or salvage materials of any nature may be stacked within fifty (50.0) feet of the fence to a height greater than said fence.

Amended by Ordinance No. 9151, effective 12-18-2007

SECTION 3. Section 36-106 of the Grand Island City Code is hereby amended to read as follows:

### **§36-106. Conditional Uses; Salvage Yards**

All salvage yards shall be subject to the following conditions as part of their permitted conditional use:

(A) In addition to the information required pursuant to §36-88, an application for a conditional use for a salvage yard shall include a site plan for the premises showing the layout of the proposed operation, building and infrastructure locations, property dimensions, drainage and landscaping.

(B) All structures located or constructed on the salvage yard premises shall comply with the Grand Island City Code and all applicable building, electrical, plumbing and fire codes.

(C) All hazardous materials and regulated waste shall be received, stored, and disposed of in accordance with state and federal laws and the rules and regulations of the U.S. Environmental Protection Agency and the Nebraska Department of Environmental Quality.

(D) All operations of a salvage yard, including those which are ancillary and indirectly related to the salvage yard such as administration, parking, equipment and/or container storage shall be conducted on the premises subject to the permitted conditional use.

(E) All premises on a salvage yard shall be kept and maintained in a clean and orderly manner, using the best practices of the industry, with no loose garbage, litter, refuse or waste materials on the premises except those kept in short term storage for processing. The persons operating the salvage yard shall on a regular and routine basis inspect all areas adjacent to the salvage yard and clean up any materials which originated from the salvage yard.

(F) Physical Appearance: Salvage yards and other similar operations shall be effectively enclosed or shielded from adjacent properties on all sides by means of a sight-obscuring fence at least eight (8) feet in height, in good repair, and constructed of conventional fence building materials and techniques as approved by the chief building official. No inventory or salvage materials of any nature may be stacked within fifty (50.0) feet of the fence to a height greater than said fence.

Amended by Ordinance No. 9151, effective 12-18-2007

## ORDINANCE NO. 9151 (Cont.)

### SECTION 4. Section 36-68 of the Grand Island City Code is hereby amended to

read as follows:

#### **§36-68. (B-2) General Business Zone**

*Intent:* The intent of this zoning district is to provide for the service, retail and wholesale needs of the general community. This zoning district will contain uses that have users and traffic from all areas of the community and trade areas, and therefore will have close proximity to the major traffic corridors of the City. Residential uses are permitted at the density of the (R-4) High Density Residential Zoning District.

(A) Permitted Principal Uses: The following principal uses are permitted in the (B-2) General Business Zoning District.

- (1) Stores and shops that conduct retail business, provided, all activities and display goods are carried on within an enclosed building except that green plants and shrubs may be displayed in the open, as per the Zoning Matrix [Attachment A hereto]
- (2) Office and office buildings for professional and personal service as found in the Zoning Matrix [Attachment A hereto]
- (3) Agencies as found in the Zoning Matrix [Attachment A hereto]
- (4) Dwelling units
- (5) Board and lodging houses, fraternity and sorority houses
- (6) Truck, bush and tree farming, provided, there is no display or sale at retail of such products on the premises
- (7) Public parks and recreational areas
- (8) Country clubs
- (9) Public, parochial and private schools having a curriculum equivalent to an elementary or higher educational level
- (10) Colleges offering courses of general instruction, including convents, monasteries, dormitories, and other related living structures when located on the same site as the college
- (11) Churches, synagogues, chapels, and similar places of religious worship and instruction of a quiet nature
- (12) Utility substations necessary to the functioning of the utility, but not including general business offices, maintenance facilities and other general system facilities, when located according to the yard space rules set forth in this section for dwellings and having a landscaped or masonry barrier on all sides. Buildings shall be of such exterior design as to harmonize with nearby properties
- (13) Public and quasi-public buildings for cultural use
- (14) Railway right-of-way but not including railway yards or facilities
- (15) Nonprofit community buildings and social welfare establishments
- (16) Hospitals, nursing homes, convalescent or rest homes
- (17) Radio and television stations (no antennae), private clubs and meeting halls
- (18) Vocational or trade schools, business colleges, art and music schools and conservatories, and other similar use
- (19) Preschools, nursery schools, day care centers, children's homes, and similar facilities
- (20) Group Care Home with less than eight (8) individuals
- (21) Elderly Home, Assisted Living
- (22) Stores and shops for the conduct of wholesale business, including sale of used merchandise
- (23) Outdoor sales and rental lots for new and used automobiles, boats, motor vehicles, trailers, manufactured homes, farm and construction machinery, etc.
- (24) Specific uses such as: archery range, billboards, drive-in theater, golf driving range, storage yard (no junk, salvage or wrecking)
- (25) Manufacture, fabrication or assembly uses incidental to wholesale or retail sales wherein not more than 20% of the floor area is used

(26) Parking Lots

~~(27-26)~~ Other uses as indicated in the Zoning Matrix [Attachment A hereto]

(B) Conditional Uses: The following uses are subject to any conditions listed in this chapter and are subject to other conditions relating to the placement of said use on a specific tract of ground in the (B-2) General Business Zoning District as approved by City Council.

- (1) Recycling business

## ORDINANCE NO. 9151 (Cont.)

(2) Towers

(3) Other uses as indicated in the Zoning Matrix [Attachment A hereto]

(C) Permitted Accessory Uses:

(1) Building and uses accessory to the permitted principal use.

(D) Space Limitations:

Uses			Minimum Setbacks					
		A	B	C	D	E		
	Minimum Parcel Area (feet)	Minimum Lot Width (feet)	Front Yard (feet)	Rear Yard (feet)	Side Yard (feet)	Street Side Yard (feet)	Maximum Ground Coverage	Maximum Building Height (feet)
<b>Permitted Uses</b>	3,000	30	10	0 <sup>1</sup>	0 <sup>2</sup>	10	100%	55
<b>Conditional Uses</b>	3,000	30	10	0 <sup>1</sup>	0 <sup>2</sup>	10	100%	55

<sup>1</sup> No rear yard setback is required if bounded by an alley, otherwise a setback of 10 feet is required.

<sup>2</sup> No side yard setback is required, but if provided, not less than five feet, or unless adjacent to a parcel whose zone requires a side yard setback, then five feet. When adjacent to a public alley, the setback is optional and may range from 0 feet to 5 feet.

(E) 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.

Amended by Ordinance No. 8947, effective 1-5-2005

Amended by Ordinance No. 9151, effective 12-18-2007

### SECTION 5. Section 36-70 of the Grand Island City Code is hereby amended to

read as follows:

**§36-70. (B-3) Heavy Business Zone**

*Intent:* The intent of this zoning district is to provide for the multiple uses within the central business district. Residential uses are permitted at the density of the (RO) Residential Office Zone.

(A) Permitted Principal Uses: The following principal uses are permitted in the (B-3) Heavy Business Zoning District.

(1) Agencies as found in the Zoning Matrix [Attachment A hereto]

(2) Boarding and lodging houses, fraternity and sorority houses

(3) Churches, synagogues, chapels, and similar places of religious worship and instruction of a quiet nature

(4) Colleges offering courses of general instruction, including convents, monasteries, dormitories, and other related living structures when located on the same site as the college

(5) Country clubs

(6) Dwelling units

(7) Elderly Home, Assisted Living

(8) Group Care Home with less than eight (8) individuals

(9) Hospitals, nursing homes, convalescent or rest homes

(10) Hotel and motel uses

(11) Mortuaries, funeral homes, and funeral chapels

(12) Nonprofit community buildings and social welfare establishments

(13) Office and office buildings for professional and personal services as found in the Zoning Matrix [Attachment A hereto]

(14) Parking Lots

(1514) Preschools, nursery schools, day care centers, children's homes, and similar facilities

## ORDINANCE NO. 9151 (Cont.)

~~(1615)~~ Public parks and recreational areas

~~(1746)~~ Public, parochial and private schools having a curriculum equivalent to an elementary or higher educational level

~~(1817)~~ Public and quasi-public buildings for cultural use

~~(1918)~~ Radio and television stations (no antennae), private clubs and meeting halls

~~(2019)~~ Railway right-of-way but not including railway yards or facilities

~~(2120)~~ Retail activities of a prescriptive service provided it is limited to being secondary to said use. Retail space is limited to 25% of the total floor area

~~(2221)~~ Stores and shops that conduct retail business, provided, all activities and display goods are carried on within an enclosed building except that green plants and shrubs may be displayed in the open, as per the Zoning Matrix [Attachment A hereto]

~~(2322)~~ Truck, bush and tree farming, provided, there is no display or sale at retail of such products on the premises

~~(2423)~~ Utility substations necessary to the functioning of the utility, but not including general business offices, maintenance facilities and other general system facilities, when located according to the yard space rules set forth in this section for dwellings and having a landscaped or masonry barrier on all sides. Buildings shall be of such exterior design as to harmonize with nearby properties

~~(2524)~~ Vocational or trade schools, business colleges, art and music schools and conservatories, and other similar uses

~~(2625)~~ Other uses as indicated in the Zoning Matrix [Attachment A hereto]

(B) Conditional Uses: The following uses are subject to any conditions listed in this chapter and are subject to other conditions relating to the placement of said use on a specific tract of ground in the (B-3) Heavy Business Zoning District as approved by City Council.

(1) Manufacture, fabrication or assembly uses incidental to wholesale or retail sales wherein not more than 20% of the floor area is so used

(2) Outdoor sales and rental lots for new or used automobiles, boats, motor vehicles, trailers, manufactured homes, farm and construction machinery

(3) Stores and shops for the conduct of wholesale business, including sale of used merchandise.

(4) Towers

(5) Other uses as indicated in the Zoning Matrix [Attachment A hereto]

(C) Permitted Accessory Uses:

(1) Buildings and uses accessory to the permitted principal use.

(D) Space Limitations:

Uses			Minimum Setbacks					
		A	B	C	D	E		
	Minimum Parcel Area (feet)	Minimum Lot Width (feet)	Front Yard (feet)	Rear Yard (feet)	Side Yard (feet)	Street Side Yard (feet)	Maximum Ground Coverage	Maximum Building Height (feet)
<b>Permitted Uses</b>	3,000	30	10	0 <sup>1</sup>	0 <sup>2</sup>	10	100%	
<b>Conditional Uses</b>	3,000	30	10	0 <sup>1</sup>	0 <sup>2</sup>	10	100%	

<sup>1</sup> No rear yard setback is required if bounded by an alley, otherwise a setback of 10 feet is required.

<sup>2</sup> No side yard setback is required, but if provided, not less than five feet or unless adjacent to a parcel whose zone requires a side yard setback, then five feet. When adjacent to a public alley, the setback is optional and may range from 0 feet to 5 feet.

(E) 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

Amended by Ordinance No. 8947, effective 1-5-2005

Amended by Ordinance No. 9151, effective 12-18-2007

ORDINANCE NO. 9151 (Cont.)

SECTION 6. Section 36-74 of the Grand Island City Code is hereby amended to read as follows:

**§36-74. (M-3) Mixed Use Manufacturing Zone**

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

(A) Permitted Principal Uses:

- (1) Churches
- (2) Residential dwellings at the same density as the (R-4) High Density Residential Zoning District
- (3) Truck terminal, tractor, trailer, or truck storage, including maintenance facilities
- (4) Animal hospital and veterinary clinic
- (5) Arena or athletic field or track
- (6) Automobile body repair
- (7) Automobile service station
- (8) Bakery
- (9) Bottling plant
- (10) Blueprinting
- (11) Brewery or distillery
- (12) Café or restaurant
- (13) Cannery
- (14) Carpenter or woodworking shop
- (15) Carpet cleaning
- (16) Casting of lightweight or nonferrous metals
- (17) Crating and hauling depot
- (18) Dairy products distribution
- (19) Dry cleaning and laundry plant
- (20) Feed and seed processing and storage
- (21) Furniture repair and warehousing
- (22) Garage
- (23) Laboratories
- (24) Lapidary
- (25) Parking Lots
- ~~(26)~~ Printer
- ~~(27)~~ Publisher or lithographer
- ~~(28)~~ Sign painting or manufacture
- ~~(29)~~ Stone and monument works
- ~~(30)~~ Storage yards or buildings for lumber, gas, oil and similar materials; but not explosives, vitreous ware, pottery and porcelain manufacture
- ~~(31)~~ Warehouse
- ~~(32)~~ Manufacture, processing, assembly, fabrication or storage of products and materials similar to the above
- (32) Railway right-of-way, including yards and facilities
- (33) Other uses as permitted in the Zoning Matrix [Attachment A hereto]

(B) Conditional Uses: The following uses may be permitted, if approved by the city council, in accordance with procedures set forth in Article VI of this chapter.

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

(C) Permitted Accessory Uses:

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

(D) Specifically Excluded Uses:

- (1) Manufactured home parks

(E) Space Limitations:

ORDINANCE NO. 9151 (Cont.)

Uses			Minimum Setbacks					
		A	B	C	D	E		
	Minimum Parcel Area (feet)	Minimum Lot Width (feet)	Front Yard (feet)	Rear Yard (feet)	Side Yard (feet)	Street Side Yard (feet)	Maximum Ground Coverage	Maximum Building Height (feet)
<b>Permitted Uses</b>	6,000	50	10 <sup>1</sup>	0 <sup>2</sup>	0 <sup>3</sup>	10	65%	-
<b>Conditional Uses</b>	6,000	50	10 <sup>1</sup>	0 <sup>2</sup>	0 <sup>3</sup>	10	65%	-

<sup>1</sup> Shall be zero when located in Central Business District and Fourth Street Business District

<sup>2</sup> None when bounded by an alley, otherwise 10 feet

<sup>3</sup> No required Side Yard Setback, 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.

(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.

Amended by Ordinance No. 8947, effective 1-5-2005

Amended by Ordinance No. 9151, effective 12-18-2007

SECTION 7. Sections 36-101; 36-106; 36-68; 36-70 and 36-74 as now existing, and any ordinances or parts of ordinances in conflict herewith be, and hereby are, repealed.

SECTION 8. The validity of any section, subsection, sentence, clause, or phrase of this ordinance shall not affect the validity or enforceability of any other section, subsection, sentence, clause, or phrase thereof.

SECTION 9. 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: November 27, 2007.

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

Attest:

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



# City of Grand Island

Tuesday, November 27, 2007

Council Session

## Item F4

**#9152 - Consideration of Conveyance of Property Located on the South Boundary Line of the Webb Road Soccer Field to Funk, LLC**

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

Staff Contact: Steve Paustian

ORDINANCE NO. 9152

An ordinance directing and authorizing an exchange of real estate with Funk Family, LLC; dedication of easement and streets; providing for the giving of notice of such conveyance and the terms thereof; providing for the right to file a remonstrance against such conveyance; providing 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. The City of Grand Island, Nebraska, will convey to FUNK FAMILY, LLC a tract of land comprising of:

A tract of land comprising a part of the East Half of the Southeast Quarter (E½SE¼) of Section Twenty Four (24), Township Eleven (11) North, Range Ten (10) West of the 6<sup>th</sup> P.M., City of Grand Island, Hall County, Nebraska, more particularly described as follows:

Commencing at the northeast corner of said East Half of the Southeast Quarter (E½SE¼); thence S00°14'27"W on and upon the east line of said East Half of the Southeast Quarter (E½SE¼) a distance of Fifty Five and Ninety Two Hundredths (55.92) feet to a point, thence S58°59'56"W on and upon the south right-of-way line of the Union Pacific Railroad Company a distance of Thirty Eight and Thirty Seven Hundredths (38.37) feet to a point on the west right-of-way line of Webb Road; thence S00°15'00"W on and upon the west right-of-way line of Webb Road a distance of One Thousand One Hundred Ninety Eight and Twenty Hundredths (1198.20) feet to the Point of Beginning; thence N 87°00'13"W a distance of Six Hundred Thirteen and Ninety Six Hundredths (613.96) feet to a point; thence S00°29'39"E a distance of Fifteen and Eight Hundredths (15.08) feet to a point; thence S87°10'48"E a distance of Six Hundred Thirteen and Sixty Eight Hundredths (613.68) feet to a point on the west right-of-way line of Webb Road; thence N00°15'00"E on and upon the west right-of-way line of Webb Road a distance of Thirteen and Eighteen Hundredths (13.18) feet to the Point of Beginning. Said tract contains 8,663.3939 square feet more or less.

SECTION 2. The consideration for such conveyance shall be conveyance to the City of Grand Island the following real estate:



ORDINANCE NO. 9152 (Cont.)

A tract of land comprising a part of the East Half of the Southeast Quarter (E½SE¼) of Section Twenty Four (24), Township Eleven (11) North, Range Ten (10) West of the 6<sup>th</sup> P.M., City of Grand Island, Hall County, Nebraska, more particularly described as:

Commencing at the northeast corner of said East Half of the Southeast Quarter (E½SE¼); thence S00°14'27"W on and upon the east line of said East Half of the Southeast quarter (E½SE¼) a distance of Fifty Five and Ninety Two Hundredths (55.92) feet to a point; thence S58°59'56"W on and upon the south right-of-way line of the Union Pacific Railroad Company a distance of Thirty Eight and Thirty Seven Hundredths (38.37) feet to a point on the west right-of-way line of Webb Road; thence S00°15'00"W on and upon the west right-of-way line of Webb Road a distance of One Thousand One Hundred Ninety Eight and Twenty Hundredths (1198.20) feet to a point; thence N87°00'13"W a distance of Six Hundred Thirteen and Ninety Six Hundredths (613.96) feet to the Point of Beginning; thence continuing the aforesaid bearing a distance of Five Hundred and Twelve Hundredths (500.12) feet to a point on the east right-of-way line of U.S. Highway #281; thence N01°01'00"W on and upon the east right-of-way line of U.S. Highway #281 a distance of Sixteen and Fifty Three Hundredths (16.53) feet to a point; thence S87°11'41"E a distance of Five Hundred and Seventeen Hundredths (500.17) feet to a point; thence S00°29'39"E a distance of Eighteen and Nineteen Hundredths (18.19) feet to the Point of Beginning. Said tract contains 8,665.6757 square feet more or less.

Conveyance of the real estate above described shall be by warranty deed, upon payment of the consideration pursuant to the terms and conditions of an Agreement for Warranty Deed between the parties.

SECTION 3. As provided by law, notice of such conveyance and the terms thereof shall be published for three consecutive weeks in the *Grand Island Independent*, a newspaper published for general circulation in the City of Grand Island. Immediately after the passage and publication of this ordinance, the City Clerk is hereby directed and instructed to prepare and publish said notice.

SECTION 4. Authority is hereby granted to the electors of the City of Grand Island to file a remonstrance against the conveyance of such within described real estate; and if a remonstrance against such conveyance signed by registered voters of the City of Grand Island

ORDINANCE NO. 9152 (Cont.)

equal in number to thirty percent of the registered voters of the City of Grand Island voting at the last regular municipal election held in such City be filed with the City Council within thirty days of passage and publication of such ordinance, said property shall not then, nor within one year thereafter, be conveyed.

SECTION 5. The conveyance of said real estate is hereby authorized, directed and confirmed; and if no remonstrance be filed against such conveyance, the Mayor shall make, execute and deliver to FUNK FAMILY, LLC, a warranty deed for said real estate, and the execution of such deed is hereby authorized without further action on behalf of the City Council.

SECTION 6. The City of Grand Island shall dedicate streets and easements as set forth in Hwy 281 Subdivision Agreement and final plat.

SECTION 7. 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: November 27, 2007.

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Margaret Hornady, Mayor

Attest:

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RaNae Edwards, City Clerk



# City of Grand Island

Tuesday, November 27, 2007

Council Session

## Item F5

**#9153 - Consideration of Amending Salary Ordinance**

Staff Contact: Brenda Sutherland

# **Council Agenda Memo**

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

**Meeting:** November 27, 2007

**Subject:** Salary Ordinance

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

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

## **Background**

The City of Grand Island brings forward to Council a salary ordinance every year for approval of wages for City employees. The salary ordinance is needed for the payment of wages. All employees are covered under this ordinance. The Council has already approved salary ordinances for employees covered by the IBEW bargaining unit, AFSCME bargaining unit, and non-union City employees. The ordinance being proposed will cover employees covered by the IAFF bargaining unit.

## **Discussion**

The salary ordinance being brought forward for consideration has proposed wage changes for employees covered by the IAFF bargaining unit. City staff has participated in negotiations with representatives from the IAFF bargaining unit. The wages proposed here is the result of the negotiated contract. The financial impact of the proposed wage change is a 9.36% increase for employees in the position of firefighter, a 5.97% increase for employees in the position of paramedic, and a 6.24% increase for employees in the position of captain. There are also changes recommended to the maximum limit of medical leave due to comparability and a change to the percentage paid out at retirement.

## **Alternatives**

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

1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date

4. Take no action on the issue

### **Recommendation**

City Administration recommends that the Council approve Salary Ordinance #9153.

### **Sample Motion**

Move to approve Salary Ordinance #9153.

## ORDINANCE NO. 9153

An ordinance to amend Ordinance No. 9140 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 amend the salary ranges of employees covered under the IAFF bargaining agreement; to repeal those portions of Ordinance No. 9140 and any parts of other ordinances in conflict herewith; to provide for severability; to provide for the effective date thereof; and to provide for publication of this ordinance in pamphlet form.

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

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

<b>Classification</b>	<b>Bi-Weekly Pay Range Min/Max</b>	<b>Overtime Eligibility</b>
Accountant	1558.61/2193.83	Exempt
Accounting Technician – Solid Waste, Streets	1053.92/1483.06	40 hrs/week
Accounting Technician – WWTP	1018.28/1432.90	40 hrs/week
Administrative Assistant –	1137.90/1602.11	40 hrs/week
Assistant to the City Administrator	1483.44/2088.45	Exempt
Assistant Public Works Director	2159.01/3037.57	Exempt
Assistant Utility Director – Administration	2896.69/4076.27	Exempt
Assistant Utility Director – PGS & PCC	3137.79/4415.74	Exempt
Attorney	2073.17/2917.27	Exempt
Audio-Video Technician	1075.04/1512.69	40 hrs/week

ORDINANCE NO. 9153 (Cont.)

<b>Classification</b>	<b>Bi-Weekly Pay Range Min/Max</b>	<b>Overtime Eligibility</b>
Biosolids Technician	1226.69/1726.77	40 hrs/week
Building Department Director	2363.43/3324.37	Exempt
Building Inspector	1364.31/1919.54	40 hrs/week
Building Secretary	962.98/1354.57	40 hrs/week
Cemetery Superintendent	1412.00/1987.87	Exempt
City Administrator	3824.06/5381.58	Exempt
City Attorney	2761.31/3886.29	Exempt
City Clerk	1587.03/2233.34	Exempt
Civil Engineering Manager – Public Works Engineering	2103.36/2960.78	Exempt
Civil Engineering Manager – Utility PCC	2313.37/3256.91	Exempt
Collection System Supervisor	1455.49/2048.29	40 hrs/week
Communications Specialist/EMD	993.66/1401.65	40 hrs/week
Community Development Administrator	1200.32/1688.99	Exempt
Community Service Officer	855.50/1203.42	40 hrs/week
Custodian	855.02/1206.56	40 hrs/week
Electric Distribution Superintendent	2316.89/3259.62	Exempt
Electric Distribution Supervisor	1957.37/2753.29	40 hrs/week
Electric Underground Superintendent	2063.23/2903.10	Exempt
Electrical Engineer I	1892.82/2664.80	Exempt
Electrical Engineer II	2193.88/3087.91	Exempt
Electrical Inspector	1364.31/1919.54	40 hrs/week
Emergency Management Coordinator	955.73/1344.42	40 hrs/week
Emergency Management Deputy Director	1523.71/2144.11	Exempt
Emergency Management Director	2168.54/3051.38	Exempt
EMS Division Chief	1843.13/2593.37	Exempt
Engineering Technician	1367.46/1923.98	40 hrs/week
Engineering Technician Supervisor	1563.01/2200.14	Exempt
Equipment Operator, Solid Waste	1166.02/1642.08	40 hrs/week
Equipment Operator, WWTP	1115.42/1570.85	40 hrs/week
Evidence Technician	855.50/1203.42	40 hrs/week
Finance Director	2751.86/3872.46	Exempt
Finance Secretary	962.98/1354.57	40 hrs/week

ORDINANCE NO. 9153 (Cont.)

<b>Classification</b>	<b>Bi-Weekly Pay Range Min/Max</b>	<b>Overtime Eligibility</b>
Fire Chief	2507.23/3527.14	Exempt
Fire Operations Division Chief	1983.85/2791.37	Exempt
Fire Prevention Division Chief	1843.13/2593.37	Exempt
Fire Training Division Chief	1843.13/2593.37	Exempt
Fleet Services Superintendent	1571.63/2212.95	Exempt
Fleet Services Supervisor	1309.48/1842.74	40 hrs/week
Golf Course Superintendent	1758.77/2474.87	Exempt
Grounds Management Crew Chief – Cemetery	1318.79/1855.90	40 hrs/week
Grounds Management Crew Chief - Parks	1358.35/1911.57	40 hrs/week
Human Resources Director	2419.14/3402.74	Exempt
Human Resources Specialist	1253.86/1764.06	40 hrs/week
Information Technology Manager	2232.60/3141.30	Exempt
Information Technology Supervisor	1873.12/2636.08	Exempt
Legal Secretary	1101.13/1551.39	40 hrs/week
Librarian I	1234.80/1736.85	Exempt
Librarian II	1358.47/1911.27	Exempt
Library Assistant I	861.53/1211.94	40 hrs/week
Library Assistant II	950.30/1337.14	40 hrs/week
Library Assistant Director	1611.20/2267.08	Exempt
Library Clerk	722.11/1017.44	40 hrs/week
Library Director	2180.59/3069.43	Exempt
Library Page	546.50/769.22	40 hrs/week
Library Secretary	962.98/1354.57	40 hrs/week
Maintenance Mechanic I	1087.13/1533.71	40 hrs/week
Maintenance Mechanic II	1220.54/1717.26	40 hrs/week
Maintenance Worker I – Building, Library	991.17/1394.46	40 hrs/week
Maintenance Worker I – Golf, Shooting Range	1020.90/1436.29	40 hrs/week
Maintenance Worker I – WWTP	1038.80/1461.49	40 hrs/week
Maintenance Worker II – Building	1043.78/1471.98	40 hrs/week
Maintenance Worker II – Golf	1075.09/1516.14	40 hrs/week
Maintenance Worker II – WWTP	1093.94/1542.74	40 hrs/week
Meter Reading Supervisor	1352.22/1904.34	Exempt
Office Manager – Police Department	1152.67/1622.41	40 hrs/week



ORDINANCE NO. 9153 (Cont.)

<b>Classification</b>	<b>Bi-Weekly Pay Range Min/Max</b>	<b>Overtime Eligibility</b>
Parking Monitor	573.10/807.33	40 hrs/week
Parks and Recreation Director	2466.33/3468.97	Exempt
Parks and Recreation Secretary	962.98/1354.57	40 hrs/week
Parks Superintendent	1645.42/2314.61	Exempt
Payroll Specialist	1229.26/1729.46	40 hrs/week
Planning Director	2445.47/3440.41	Exempt
Planning Secretary	962.98/1354.57	40 hrs/week
Planning Technician	1466.36/2063.10	40 hrs/week
Plans Examiner	1364.31/1919.54	40 hrs/week
Plumbing Inspector	1364.31/1919.54	40 hrs/week
Police Captain	1908.19/2684.91	Exempt
Police Chief	2625.92/3696.25	Exempt
Police Records Clerk	901.78/1269.70	40 hrs/week
Power Plant Maintenance Supervisor	2162.96/3042.49	Exempt
Power Plant Operations Supervisor	2251.27/3167.53	Exempt
Power Plant Superintendent – Burdick	2465.98/3470.08	Exempt
Power Plant Superintendent – PGS	2842.89/3998.62	Exempt
Public Information Officer	1417.39/1994.13	Exempt
Public Works Director	2762.44/3887.35	Exempt
Purchasing Technician	1033.18/1453.33	40 hrs/week
Receptionist	927.03/1304.42	40 hrs/week
Recreation Superintendent	1560.04/2194.39	Exempt
Regulatory and Environmental Specialist	2133.06/3000.43	Exempt
Senior Accountant	1760.15/2476.08	Exempt
Senior Communications Specialist/EMD	1155.31/1625.04	40 hrs/week
Senior Electrical Engineer	2401.98/3379.62	Exempt
Senior Equipment Operator, Solid Waste	1224.33/1722.77	40 hrs/week
Senior Equipment Operator, WWTP	1159.74/1631.87	40 hrs/week
Senior Maintenance Worker	1206.77/1698.62	40 hrs/week
Senior Utility Secretary	965.82/1362.11	40 hrs/week
Shooting Range Superintendent	1560.04/2194.39	Exempt
Solid Waste Division Clerk	866.06/1218.43	40 hrs/week
Solid Waste Superintendent	1771.84/2493.32	Exempt

ORDINANCE NO. 9153 (Cont.)

<b>Classification</b>	<b>Bi-Weekly Pay Range Min/Max</b>	<b>Overtime Eligibility</b>
Stormwater Technician	1367.46/1923.98	40 hrs/week
Street Superintendent	1695.31/2387.81	Exempt
Street Supervisor	1345.71/1892.62	40 hrs/week
Turf Management Specialist	1364.06/1919.17	40 hrs/week
Utility Director	3755.52/5282.96	Exempt
Utility Production Engineer	2535.22/3567.88	Exempt
Utility Secretary	962.98/1354.57	40 hrs/week
Utility Services Manager	1985.04/2793.41	Exempt
Utility Warehouse Supervisor	1543.78/2171.30	40 hrs/week
Victim Assistance Unit Coordinator	901.78/1269.70	40 hrs/week
Wastewater Clerk	820.37/1154.15	40 hrs/week
Wastewater Engineering/Operations Superintendent	1908.50/2686.49	Exempt
Wastewater Plant Chief Operator	1226.69/1726.77	40 hrs/week
Wastewater Plant Maintenance Supervisor	1461.22/2056.46	40 hrs/week
Wastewater Plant Operator I	1002.93/1411.43	40 hrs/week
Wastewater Plant Operator II	1121.13/1578.63	40 hrs/week
Wastewater Plant Process Supervisor	1515.27/2133.43	40 hrs/week
Wastewater Plant Laboratory Technician	1185.21/1668.38	40 hrs/week
Water Superintendent	1867.64/2627.09	Exempt
Water Supervisor	1592.43/2242.64	40 hrs/week
Worker / Seasonal	468.00/1600.00	Exempt
Worker / Temporary	468.00/1600.00	40 hrs/week

SECTION 2. The currently occupied classifications of employees of the City of Grand Island included under the AFSCME labor agreement, and the ranges of compensation (salary and wages, excluding shift differential as provided by contract) to be paid for such classifications, and the number of hours and work period which certain such employees included under the AFSCME labor agreement shall work prior to overtime eligibility are as follows:

<b>Classification</b>	<b>Bi-Weekly Pay Range Min/Max</b>	<b>Overtime Eligibility</b>
Equipment Operator – Streets	1026.30/1443.24	40 hrs/week

ORDINANCE NO. 9153 (Cont.)

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

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

<b>Classification</b>	<b>Bi-Weekly Pay Range Min/Max</b>	<b>Overtime Eligibility</b>
Accounting Clerk	1006.32/1418.39	40 hrs/week
Computer Programmer	1559.09/2192.55	40 hrs/week
Computer Technician	1216.22/1710.97	40 hrs/week
Custodian	898.88/1264.89	40 hrs/week
Electric Distribution Crew Chief	1789.75/2517.54	40 hrs/week
Electric Underground Crew Chief	1789.75/2517.54	40 hrs/week
Engineering Technician I	1277.69/1797.62	40 hrs/week
Engineering Technician II	1556.81/2191.62	40 hrs/week
GIS Technician	1677.71/2359.90	40 hrs/week
Instrument Technician	1852.21/2605.68	40 hrs/week
Lineworker Apprentice	1266.56/1781.96	40 hrs/week
Lineworker First Class	1622.18/2281.74	40 hrs/week

ORDINANCE NO. 9153 (Cont.)

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

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

ORDINANCE NO. 9153 (Cont.)

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

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

<b>Classification</b>	<b>Bi-Weekly Pay Range Min/Max</b>	<b>Overtime Eligibility</b>
Fire Captain	<u>1684.80/2336.07</u> <del>1607.04/2198.88</del>	212 hrs/28 days
Firefighter / EMT	<u>1251.72/1856.52</u> <del>1183.68/1661.04</del>	212 hrs/28 days
Firefighter/Paramedic	<u>1397.52/1973.76</u> <del>1354.32/1861.92</del>	212 hrs/28 days

SECTION 6 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 \$484.00 per year, divided into twenty-four (24) pay periods. All full-time police officers shall be paid a clothing and uniform allowance in addition to regular salary of \$50.00 per month. Full-time police officers may also receive a reimbursement toward the purchase of body armor, not to exceed \$400. If any such fire fighter or police officer shall resign, or his or her employment be terminated for any reason

ORDINANCE NO. 9153 (Cont.)

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, the IBEW labor union, may receive an annual stipend not to exceed \$1,000 for bilingual pay.

Utilities Department personnel in the IBEW bargaining unit and the classifications of Meter Reading Supervisor, Power Plant Superintendent, Power Plant Supervisor, Electric Distribution Superintendent, Electric Distribution Supervisor, Water Superintendent, Water Supervisor, Electric Underground Superintendent, and Engineering Technician Supervisor shall be eligible to participate in a voluntary uniform program providing an allowance up to \$18.00 per month. When protective clothing is required for Utilities Department 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 Fleet Services personnel shall receive a uniform allowance of \$12 biweekly. Public Works Department personnel in the job classifications Fleet Services Supervisor, Fleet Services Superintendent, and Fleet Services Mechanic shall receive a tool allowance of \$10 biweekly.

SECTION 7. Employees shall be compensated for unused medical 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 medical leave in excess of 960

ORDINANCE NO. 9153 (Cont.)

hours accrued in the preceding calendar year. The compensation will be based on 50% of the accumulated hours above 960 at the employee's current pay rate at the time of such compensation.

For those employees covered in the AFSCME bargaining agreement, the City will include in the second paycheck in January, 2008, payment for an employee's unused medical leave in excess of 968 hours accrued in the preceding calendar year. The compensation will be based on 50% of the accumulated hours above 968 at the employee's current pay rate at the time of such compensation.

(B) All employees except non-union and those covered in the IAFF bargaining agreement shall be paid for one-half of their accumulated medical leave at the time of their retirement, the rate of compensation to be based on the employee's salary at the time of retirement. Employees covered in the IAFF bargaining agreement shall have a contribution to a VEBA made on their behalf in lieu of payment for thirty-eight percent (38%)~~one-quarter~~ of their accumulated medical leave at the time of their retirement, not to exceed one thousand five hundred seventy-six hours (1,576 hrs.). ~~The~~the amount of contribution will be based upon the employee's salary at the time of retirement. Non-union employees shall have a contribution to a VEBA made on their behalf in lieu of payment for one-half of their accumulated medical leave at the time of their retirement. The amount of contribution will be based upon the employee's salary at the time of retirement. All employees covered by the AFSCME bargaining agreement shall be paid forty-five percent (45%) of their accumulated medical leave bank at the time of their retirement, based on the employee's salary at the time of retirement.

ORDINANCE NO. 9153 (Cont.)

(C) The City Administrator and department heads shall have a contribution made to their VEBA for one-half of their accumulated medical leave, not to exceed 30 days of pay, upon their resignation, the rate of compensation to be based upon the salary at the time of termination. Compensation for unused medical leave at retirement shall be as provided above.

(D) The death of an employee shall be treated the same as retirement, and payment shall be made to the employee's beneficiary or estate for one-half of all unused medical leave for non-union employees and as defined in labor agreements for all other employees.

SECTION 8. The City Administrator shall receive a vehicle allowance of Five Hundred Dollars (\$500.00) per month in lieu of mileage allowance, divided into two equal payments of Two Hundred Fifty Dollars (\$250.00) retroactive to date of employment.

SECTION 9. The validity of any section, subsection, sentence, clause, or phrase of this ordinance shall not affect the validity or enforceability of any other section, subsection, sentence, clause, or phrase thereof.

SECTION 10. The salary adjustments identified herein shall be effective with the pay period beginning on December 10, 2007, except employees of the IAFF bargaining agreement whose salary adjustments will be calculated retroactive to October 1, 2007.

SECTION 11. Those portions of Ordinance No. 9140 and all other parts of ordinances in conflict herewith be, and the same are, hereby repealed.

SECTION 12. 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.



ORDINANCE NO. 9153 (Cont.)

Enacted: November 27, 2007.

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Margaret Hornady, Mayor

Attest:

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RaNae Edwards, City Clerk



# **City of Grand Island**

**Tuesday, November 27, 2007**

**Council Session**

## **Item G1**

**Approving Minutes of November 13, 2007 City Council Meeting**

**Staff Contact: RaNae Edwards**

## CITY OF GRAND ISLAND, NEBRASKA

### MINUTES OF CITY COUNCIL REGULAR MEETING

November 13, 2007

Pursuant to due call and notice thereof, a Regular Meeting of the City Council of the City of Grand Island, Nebraska was conducted in the Council Chambers of City Hall, 100 East First Street, on November 13, 2007. Notice of the meeting was given in *The Grand Island Independent* on November 7, 2007.

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

INVOCATION was given by Pastor Rod Mohler, First Church of the Nazarene, 1022 West 6th Street followed by the PLEDGE OF ALLEGIANCE.

MAYOR COMMUNICATION: Mayor Hornady acknowledged Community Youth Council members Ben Robbins and Malorie Meier along with Board Member Randy See. Also mentioned was the Community Services Award CYC received from the Community Improvement Program for Family Day in the Park.

Mayor Hornady mentioned the Old Fashion Downtown Christmas event this Friday, November 16, 2007 from 5:00 p.m. to 8:00 p.m. and the Grand Island Unit of Parliamentarians meeting, Wednesday, November 14, 2007 at 6:30 p.m.

#### PUBLIC HEARINGS:

Public Hearing on Request of JR Enterprises LLC dba JR Liquor, 624 West 4<sup>th</sup> Street for a Class "D" Liquor License. RaNae Edwards, City Clerk reported that an application had been received from JR Enterprises LLC dba JR Liquor, 624 West 4<sup>th</sup> Street for a Class "D" Liquor License. Ms. Edwards presented the following exhibits for the record: application submitted to the Liquor Control Commission and received by the City on October 15, 2007; notice to the general public of date, time, and place of hearing published on November 3, 2007; notice to the applicant of date, time, and place of hearing mailed on October 15, 2007; along with Chapter 4 of the City Code. Staff recommended approval contingent upon final inspections. No public testimony was heard.

Public Hearing on Request of Munoz R. Rodriguez, Inc. dba Zona Rosa Nightclub, 611 East 4<sup>th</sup> Street for a Class "C" Liquor License. RaNae Edwards, City Clerk reported that an application had been received from Munoz R. Rodriguez, Inc. dba Zona Rosa Nightclub, 611 East 4<sup>th</sup> Street for a Class "C" Liquor License. Ms. Edwards presented the following exhibits for the record: application submitted to the Liquor Control Commission and received by the City on October 18, 2007; notice to the general public of date, time, and place of hearing published on November 3, 2007; notice to the applicant of date, time, and place of hearing mailed on October 18, 2007; along with Chapter 4 of the City Code. Staff recommended denial based on findings from the Nebraska Liquor Control Act Part II Chapter 2 "Falsification of Application" 010.01 and code violations. Bill Francis, Attorney for the applicant requested this item be withdrawn.

Public Hearing Concerning Acquisition of Utility Easement Located at 1119 East 4<sup>th</sup> Street (East 4<sup>th</sup> Street Company – Alter Scrap Processing). Gary Mader, Utilities Director reported that acquisition of a utility easement located at 1119 East 4<sup>th</sup> Street was needed in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers. This easement would be used to place primary underground electrical cables and a pad-mounted transformer to provide electric service to a new building under construction at Alter Scrap Processing. No public testimony was heard.

Public Hearing on Request from Chief Industries, Inc. for a Conditional Use Permit for Additional Parking and Use of a Rock or Crushed Concrete Surface for One Year Located at 1208 South Adams Street. Craig Lewis, Building Department Director reported that Chief Industries, Inc. requested a conditional use permit to allow for additional parking and the use of a rock or crushed concrete surface at 1208 South Adams Street. Mr. Lewis recommended approval for a one year period of time with the following stipulations: 1) a landscape buffer of 20' along the east boundary adjacent to Adams Street needed to be provided to comply with the landscape requirements of the City Code, and; 2) the responsibility of controlling any dust created from the lot needed to be addressed by the applicants during any dry months throughout the duration of the use. Don Dunn, Attorney for Chief Industries spoke in support. John Niedfelt, 1028 S. Adams spoke in support with concerns regarding drainage and pedestrian traffic. No further public testimony was heard.

#### ORDINANCES:

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

- #9142 – Consideration of Amending City Code Chapter 5 Relative to Animal Fee Schedule
- #9143 – Consideration of Amending City Code Chapter 8 Relative to Insurance Requirements for Movers and Wreckers
- #9144 – Consideration of Amending City Code Chapter 15 Relative to Electrical Contractors Insurance Requirements
- #9145 – Consideration of Amending City Code Chapter 18 Relative to Gas General Rules
- #9146 – Consideration of Amending City Code Chapter 26 Relative to Insurance Requirements for Plumbing Water Conditioning Contractor
- #9147 – Consideration of Amending City Code Chapter 31 Relative to Insurance Requirements for Sing Hangers
- #9148 – Consideration of Amending City Code Chapter 15 Relative to Power Cost Adjustment

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

Dale Shotkoski, City Attorney explained Ordinance #9142 which proposed a fee of \$50 for kennel inspection for a potentially dangerous animal and a \$100 annual fee to keep a dangerous animal on a person's property.

Craig Lewis, Building Department Director explained Ordinances #9143, #9144, #9145, #9146, #9147 and #9148 would increase the limit of insurance covering the operation of registered contractors in the are of building movers and wreckers, electrical contractors, water conditioning contractors and sign installers. Also Chapter 18-25 would increase the time required to be in the trade for apprentice and journeyman mechanical fitters.

Gary Mader, Utilities Director reported that if approved Ordinance #9148 would set the October 2007 power cost for purposes of computing the PCA at 22.14 mils per megawatt hour.

Motion by Gilbert, second by Zapata to approve Ordinances #9142, #9143, #9144, #9145, #9146, #9147, and #9148.

City Clerk: Ordinances #9142, #9143, #9144, #9145, #9146, #9147, and #9148 on first reading. All those in favor of the passage of these ordinances on first reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

City Clerk: Ordinances #9142, #9143, #9144, #9145, #9146, #9147, and #9148 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 #9142, #9143, #9144, #9145, #9146, #9147, and #9148 are declared to be lawfully adopted upon publication as required by law.

CONSENT AGENDA: Consent agenda items G-13 and G-20 were removed for further discussion. Motion by Haase, second by Gilbert to approve the Consent Agenda excluding items G-13 and G-20. Upon roll call vote, all voted aye. Motion adopted.

Approving Minutes of October 23, 2007 City Council Regular Meeting.

#2007-269 – Approving Acquisition of Utility Easement Located at 1119 East 4<sup>th</sup> Street (East 4<sup>th</sup> Street Company – Alter Scrap Processing).

#2007-270 – Approving the National Incident Management System (NIMS) as the Standard for Incident Management.

#2007-271 – Approving Interlocal Agreement for Cooperative Public Safety Services with the South Central Planning, Exercise and training Region (SCPETR).

#2007-272 – Approving State Bid Award for (1) 2008 Dodge Ram Pickup for the Emergency Management Department with Lincoln Dodge, Inc. or Lincoln, Nebraska in an Amount of \$24,576.00.

#2007-273 – Approving Intergovernmental Agreement with the Nebraska Department of Environmental Quality for Storm water Management Plan Program.

#2007-274 – Approving Change Order #1 for US Highway 30 and Public Safety Drive Signal Project No. 2006-TS-1 with Ensley Electrical Services, Inc. of Grand Island, Nebraska for an increase of \$4,644.00 and a Revised Contract Amount of \$90,479.60.

#2007-275 – Approving State Bid Award for (1) 2008 Ford F250 XL 4x4 Pickup for the Engineering Division of the Public Works Department with Anderson Ford Lincoln Mercury of Lincoln, Nebraska in an Amount of \$23,399.00.

#2007-276 – Approving Certificate of Final Completion for Handicap Ramp Project No. 2007-1 with Galvan Construction, Inc. of Grand Island, Nebraska.

#2007-277 – Approving State Bid Award for (1) ½ Ton Ford Pickup Truck for the Streets and Transportation Division of the Public Works Department with Anderson Ford Lincoln Mercury of Lincoln, Nebraska in an Amount of \$22,090.00.

#2007-278 – Approving State Bid Award for (6) Ford Crown Victoria's Police Fleet Vehicles with Anderson Ford of Grand Island, Nebraska in an Amount of \$130,374.00.

#2007-279 – Approving Contract for Council Chamber Audio/Video/Voting System Equipment Upgrade with AVI Systems of Omaha, Nebraska in an Amount of \$107,948.00.

#2007-281 – Approving Amendment to the 2007/2008 Fee Schedule.

#2007-282 – Approving Change Order #2 – Water Main District 455 – Park-View Area with Starostka Group Unlimited, Inc. of Grand Island, Nebraska to Extend the Warranty Period on the Backfill for Three Years at not Additional Cost.

#2007-283 – Approving Bid Award for Uniform Rental for Utilities and Public Works Employees with Paramount Linen and Uniform of Kearney, Nebraska in an Amount of \$23,150.14 Annually.

#2007-284 – Approving Change Order #1 for Boiler Inspection and Repair Contract with W-S Mechanical Group, LLC of Council Bluffs, Iowa for an Increase of \$123,237.93 and a Revised Contract Amount of \$702,575.04.

#2007-285 – Approving Final Plat and Subdivision Agreement for Deadwood Second Subdivision. It was noted that Kevin and Tammie Hulse, owners had submitted a Final Plat for Deadwood Second Subdivision located south of W. Old Highway 30, between Johnstown Road and Claude Road. This proposes to create 2 lots on a tract of land comprising all of Lot Six (6), Deadwood Subdivision consisting of approximately 4.652 acres. Councilmember Gilbert voted no.

#2007-286 – Approving State Bid Award for (1) 2008 Chevrolet Impala for the Building Department with Sid Dillon Chevrolet-Buick-Pontiac of Wahoo, Nebraska in an Amount of \$15,597.00.

#2007-288 – Approving State Bid Award for Portable Radios for the Fire Department with Platte Valley Communications of Grand Island, Nebraska in an Amount of \$43,255.10.

#2007-289 – Approving Right-of-Way Acquisition Certification for Capital Avenue Widening Project.

#2007-280 – Approving Contract for Electric Load Profiling & Cost of Service Study with Christensen Associates of Madison, Wisconsin in an Amount not to exceed \$200,000.00. Gary Mader explained the study was substantially different than the economic study done in 2004. This study would be a cost of service study.

Motion by Gilbert, second by Haase to approve Resolution #2007-280. Upon roll call vote, all voted aye. Motion adopted.

#2007-287 – Approving Reallocating \$250,000.00 within the General Fund for the Purpose of the Law Enforcement Center Costs in Excess of Budget. Ryan Greenwood, 3324 Primrose Drive spoke about concerns of increasing taxes to cover this expense. Steve Lamken, Police Chief explained the reason for the extra expense. It was mentioned this money was a reallocation of funds.

Motion by Zapata, second by Brown to approve Resolution #2007-287. Upon roll call vote, all voted aye. Motion adopted.

#### REQUESTS AND REFERRALS:

Consideration of Request from Chief Industries, Inc. for a Conditional Use Permit for Additional Parking and Use of a Rock or Crushed Concrete Surface for One Year Located at 1208 South Adams Street. Craig Lewis, Building Department Director reported this item related to the aforementioned Public Hearing. Discussion was held concerning the pedestrian crossing.

Motion by Gilbert, second by Haase to approve the request from Chief Industries, Inc. for a Conditional Use Permit for a one year period of time with the following conditions: 1) a landscape buffer of 20' along the east boundary adjacent to Adams Street needed to be provided to comply with the landscape requirements of the City Code, and; 2) the responsibility of controlling any dust created from the lot needed to be addressed by the applicants during any dry months throughout the duration of the use. Upon roll call vote, all voted aye. Motion adopted.

#### RESOLUTIONS:

#2007-290 – Consideration of Request of JR Enterprises LLC dba JR Liquor, 624 West 4<sup>th</sup> Street for a Class “D” Liquor License and Liquor Manager Designation for Judy Sheeks-Rivas, 3207 East Seedling Mile Road. RaNae Edwards, City Clerk reported this item related to the aforementioned Public Hearing.

Motion by Gilbert, second by Gericke to approve Resolution #2007-290. Upon roll call vote, all voted aye. Motion adopted.

#2007-291 – Consideration of Approving Request of Munoz R. Rodriguez, Inc. dba Zona Rosa Nightclub, 611 East 4<sup>th</sup> Street for a Class “C” Liquor License and Liquor Manager Designation for Elsy Ramos, 243 South Sycamore. This item was withdrawn at the request of the applicants attorney.

#2007-292 – Consideration of Designating Old Fire Station No. 1 as Surplus Property and Directing Method of Disposal. Jim Rowell, Fire Chief reported that Fire Station 1 located at 302 South Pine was replaced by the new fire station at 409 East Fonner Park Road. Chief Rowell explained two general approaches to the sale of this kind of real estate was either auction or request for proposals which could include a business plan and schedule for the project.

Motion by Meyer, second by Carney to approve Resolution #2007-292.

Discussion was held concerning the method of disposal. Dale Shotkoski, City Attorney explained the sale would be subject to a remonstrance similar to the old City Hall building.

Motion by Meyer, second by Brown to amend the motion to direct the method of disposal through the Request for Proposal process including a business plan and a timeline. Upon roll call vote, all voted aye. Motion adopted.

Upon roll call vote of the main motion including the amendment, Councilmember's Brown, Haase, Zapata, Nickerson, Carney, Gilbert, and Meyer voted aye. Councilmember Gericke voted no. Motion adopted.

#2007-293 – Consideration of Northwestern's Application for Natural Gas Rate Adjustment. Dale Shotkoski, City Attorney reported that the cities of Grand Island, Kearney, North Platte and the Village of Alda were in negotiations with Northwestern and had agreed to an adjustment for new natural gas rates. Mr. Shotkoski explained the surcharge fee in the amount of \$86,000 annually to be used for economic development purposes.

Jim Hartman, 4153 Driftwood Drive representing Northwestern discussed the surcharge fee.

Motion by Gilbert, second by Haase to approve Resolution #2007-293 with the economic development surcharge. Upon roll call vote, Councilmember's Brown, Gericke, Carney, Gilbert, and Meyer voted yes. Councilmember's Haase, Zapata, and Nickerson voted no. Mayor Hornady voted aye. Motion adopted.

#### PAYMENT OF CLAIMS:

Motion by Brown, second by Haase to approve the Claims for the period of October 24, 2007 through November 13, 2007, for a total amount of \$6,986,178.13. Motion adopted unanimously.

Motion by Brown, second by Haase to approve the following Claims for the Library Expansion for the Period of October 24, 2007 through November 13, 2007:

#93	\$1,440.00
#94	\$645.00
#95	\$2,065.35



#96	\$1,486.50
#97	\$152,855.06
#98	<u>\$410.00</u>

Total \$158,901.91

Motion adopted unanimously.

ADJOURN TO EXECUTIVE SESSION:

Motion by Meyer, second by Haase to adjourn to executive session at 8:30 p.m. for the purpose of discussing FOP, IAFF, and IBEW union negotiations and real estate acquisition for Capital Avenue condemnation. Upon roll call vote, all voted aye. Motion adopted.

RETURN TO REGULAR SESSION:

Motion by Meyer, second by Brown to return to Regular Session at 10:10 p.m. Upon roll call vote, all voted aye. Motion adopted.

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

RaNae Edwards  
City Clerk



# City of Grand Island

Tuesday, November 27, 2007

Council Session

## Item G2

**#2007-294 - Approving Final Plat and Subdivision Agreement for  
Nottingham Estates Second Subdivision**

Staff Contact: Chad Nabity

# **Council Agenda Memo**

**From:** Regional Planning Commission

**Meeting:** November 27, 2007

**Subject:** Nottingham Estates Second Subdivision – Final Plat

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

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

## **Background**

This final plat proposes to create 1 lot on a tract of land comprising all of Lots Twenty One (21) and Twenty Two (22), Nottingham Estates Subdivision in the City of Grand Island, Hall County, Nebraska. This land consists of approximately 0.174 acres. This property is located on the east side of Hope Street, between Hedde Street and Church Road.

## **Discussion**

The final plat for Deadwood Second Subdivision was considered under the Consent Agenda by the Regional Planning Commission at the November 7, 2007 meeting. A motion was made by Haskins, and seconded by Heineman to approve the amended development plan and plat as presented. A roll call vote was taken and the motion carried with 11 members present voting in favor (Miller, Amick, O'Neill, Hayes, Reynolds, Monter, Haskins, Eriksen, Bredthauer, Heineman, Snodgrass) and 1 member abstaining (Ruge).

## **Alternatives**

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

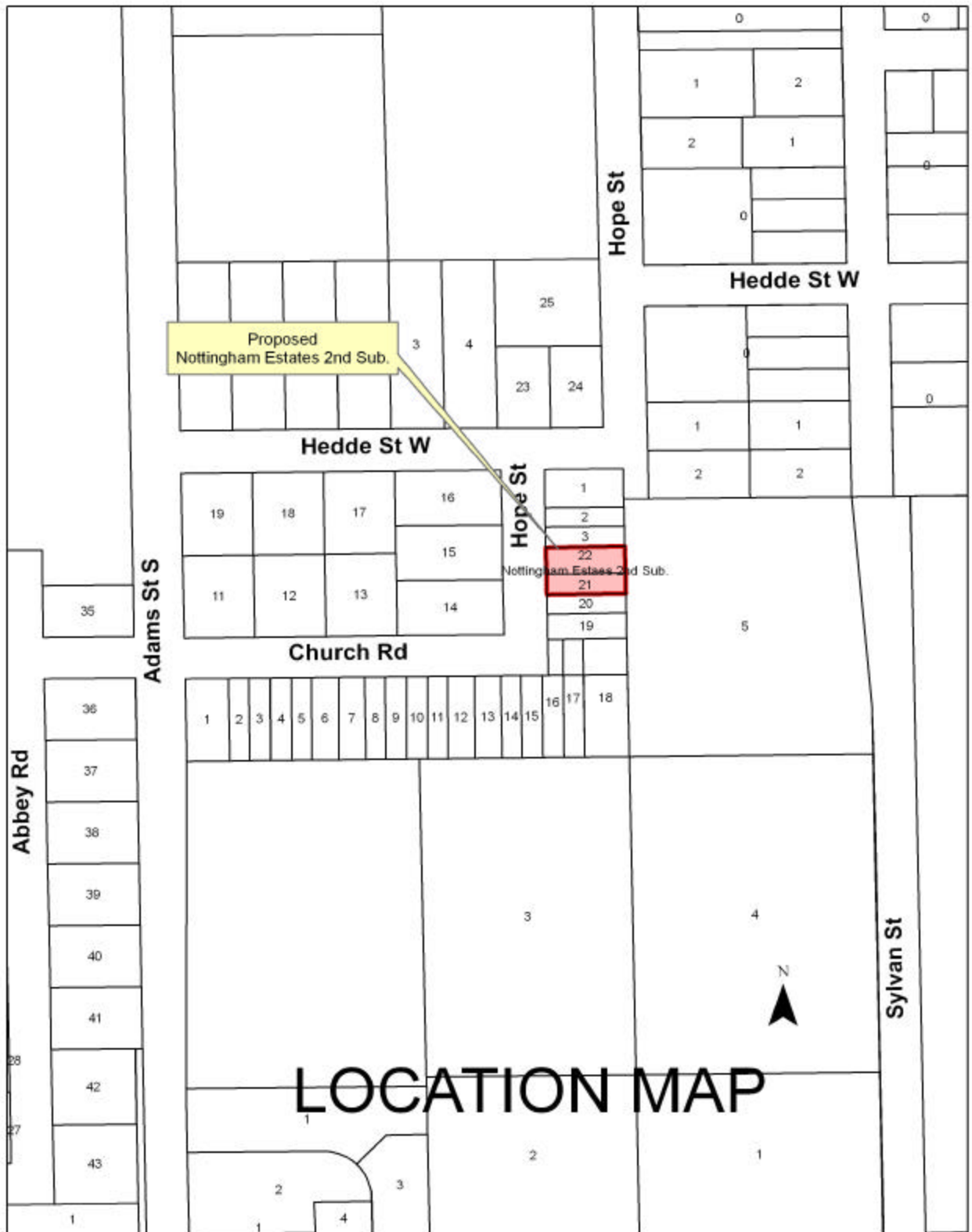
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue
- 5.

## **Recommendation**

City Administration recommends that the Council approve the final plat as presented.

## **Sample Motion**

Move to approve as recommended.



**Map Details:**

- Lot 1 Birmingham**
- Lot 2 Estates**
- Lot 3 Subdivision**
- Lot 20 Nottingham Estates**
- Lot 19 Subdivision**
- Hope Street**
- Grand Island School Addition**
- Found 5/8" Pin** (at corners of Lot 3)
- Existing 8" Utility Easement** (along east boundary of Lot 3)

**LEGEND**

- Indicates 1/2" Iron Pipe Found Unless Otherwise Noted
- o Indicates 1/2" Iron Pipe w/Survey Cap Placed Unless Otherwise Noted
- A-Indicates ACTUAL Distance
- R-Indicates RECORDED Distance

**Legal Description**

A tract of land comprising all of Lots Twenty One (21) and Twenty Two (22), Nottingham Estates Subdivision, in the City of Grand Island, Hall County, Nebraska, said tract containing 0.174 acres more or less.

**Dedication**

KNOW ALL MEN BY THESE PRESENTS, that, BAKER DEVELOPMENT COMPANY, a Nebraska Corporation, being the owner of the land described hereon, has caused same to be surveyed, subdivided, platted and designated as NOTTINGHAM ESTATES SECOND SUBDIVISION, in the City of Grand Island, Nebraska, as shown on the accompanying plat thereof, and do hereby dedicate the easements as shown thereon for the location, construction and maintenance of public service utilities forever, together with the right of ingress and egress thereto, and hereby prohibiting the planting of trees, bushes and shrubs, or placing other obstructions upon, over, along or underneath the surface of such easements; and that the foregoing subdivision as more particularly described in the description hereon as appears on this plat is made with the free consent and in accordance with the desires of the undersigned owner and proprietor.

IN WITNESS WHEREOF, I have affixed my signature hereto at Grand Island, Nebraska, this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

BAKER DEVELOPMENT COMPANY, a Nebraska Corporation

\_\_\_\_\_  
Gregory W. Baker, President

**Acknowledgement**

State Of Nebraska ss  
County Of Hall

On the \_\_\_\_\_ day of \_\_\_\_\_, 2007, before me \_\_\_\_\_ a Notary Public within and for said County, personally appeared GREGORY W. BAKER, President of BAKER DEVELOPMENT COMPANY, a Nebraska Corporation, to me personally known to be the identical person whose signature is affixed hereto, and that he did acknowledge the execution thereof to be his voluntary act and deed, and the voluntary act and deed of said Company.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal at Grand Island, Nebraska, on the date last above written.

My commission expires \_\_\_\_\_.

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

**Approval**

Submitted to and approved by the Regional Planning Commission of Hall County, Grand Island, Wood River and the Villages of Alda, Cairo and Doniphan, Nebraska.

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Date

Approved and accepted by the City of Grand Island, Nebraska, this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

\_\_\_\_\_  
Mayor

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

(Seal)

**Surveyor's Certificate**

I hereby certify that on October 10, 2007, I completed an accurate survey of NOTTINGHAM ESTATES SECOND SUBDIVISION, in the City of Grand Island, Nebraska, as shown on the accompanying plat thereof; that the lots, blocks, streets, avenues, alleys, parks, commons and other grounds as contained in said subdivision as shown on the accompanying plat thereof are well and accurately staked off and marked; that iron markers were placed at all lot corners; that the dimensions of each lot are as shown on the plat; that each lot bears its own number; and that said survey was made with reference to known and recorded monuments.

\_\_\_\_\_  
Deryl D. Sorgenfrei, Reg. Land Surveyor No. 578

(Seal)

# NOTTINGHAM ESTATES SECOND SUBDIVISION

## IN THE CITY OF GRAND ISLAND, NEBRASKA

ROCKWELL AND ASSOC. L.L.C. - ENGINEERING & SURVEYING - GRAND ISLAND, NEBRASKA
Sheet No. 1 Of 1

## Nottingham Estates Second Subdivision Final Plat Summary

### Developer/Owner

Baker Development Company  
Gregory W. Baker, President  
4710 Tara Ct.  
Grand Island, NE 68801

11 Lots south of Hedde Street and east Hope Street.

**Size:** 0.174 Acres

**Zoning** RD-Residential Development Zone

**Road Access:** Public City Streets, No new streets will be added

**Water Public:** City Water is Available.

**Sewer Public:** City Sewer is Available.



RESOLUTION 2007-294

WHEREAS, Gregory W. Baker, President of Baker Development Company, a Nebraska Corporation, as owner, has caused to be laid out into lots, a tract of land comprising all of Lots Twenty One (21) and Twenty Two (22), Nottingham Estates Subdivision, in the City of Grand Island, Hall County, Nebraska, under the name of NOTTINGHAM ESTATES SECOND SUBDIVISION, and has caused a plat thereof to be acknowledged by it; and

WHEREAS, a copy of the plat of such subdivision has been presented to the Boards of Education of the various school districts in Grand Island, Hall County, Nebraska, as required by Section 19-923, R.R.S. 1943; and

WHEREAS, a form of subdivision agreement has been agreed to between the owner of the property and the City of Grand Island.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the form of subdivision agreement hereinbefore described is hereby approved, and the Mayor is hereby authorized to execute such agreement on behalf of the City of Grand Island.

BE IT FURTHER RESOLVED that the final plat of NOTTINGHAM ESTATES SECOND SUBDIVISION, as made out, acknowledged, and certified, is hereby approved by the City Council of the City of Grand Island, Nebraska, and the Mayor is hereby authorized to execute the approval and acceptance of such plat by the City of Grand Island, Nebraska.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 27, 2007.

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Margaret Hornady, Mayor

Attest:

---

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
November 20, 2007	☐ City Attorney





# **City of Grand Island**

**Tuesday, November 27, 2007**

**Council Session**

## **Item G3**

**#2007-295 - Approving Final Plat and Subdivision Agreement for  
Hwy 281 Estates Subdivision**

Staff Contact: Chad Nabitv

# **Council Agenda Memo**

**From:** Regional Planning Commission

**Meeting:** November 27, 2007

**Subject:** Hwy 281 Estates Subdivision – Final Plat

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

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

## **Background**

This final plat proposes to plat 2 lots on a tract of land comprising a part of East Half of the Southeast Quarter (E ½ SE ¼ ) of Section Twenty Four (24), Township Eleven (11) North, Range Ten (10) West of the 6<sup>th</sup> P.M. in the City of Grand Island, Hall County, Nebraska. This land consists of approximately 34.442 acres. This property is located south of Old Highway 30, between U.S. Highway 281 and Webb Road. This included the Grand Island Soccer Fields and Lumberman's properties. This plat will correct the property boundaries between the two owners.

## **Discussion**

The final plat for Hwy 281 Estates Subdivision was considered under the Consent Agenda by the Regional Planning Commission at the November 7, 2007 meeting. A motion was made by Eriksen, and seconded by Miller to approve the plat as presented. A roll call vote was taken and the motion carried with members present voting in favor (Miller, Amick, O'Neill, Ruge, Hayes, Reynolds, Monter, Haskins, Eriksen, Bredthauer, Heineman, Snodgrass).

## **Alternatives**

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

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

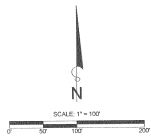
## **Recommendation**

City Administration recommends that the Council approve the final plat as presented.

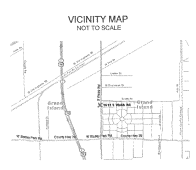
## **Sample Motion**

Move to approve as recommended.





- LEGEND
- M = MEASURED
  - R = RECORDED
  - = MAG. NAIL PLACED IN ASPHALT
  - = WEIRBAR PLACED
  - = 12" RCH PIPE FOUND
  - △ = UTILITY
  - ◇ = PADMOUNT TRANSFORMER
  - ▽ = SECTIONALIZER TERMINAL
  - = HANDHOLE
  - = POWER POLE
  - = TELEPHONE CLOSURE BOX
  - = GAS METER
  - = FENCE LINE
  - = CONCRETE LINE



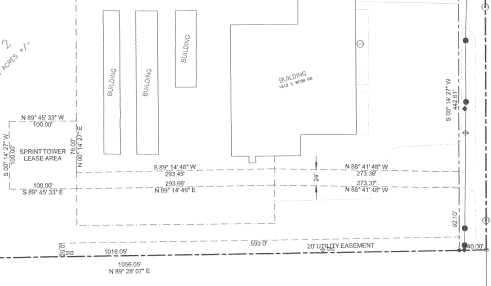
U.S. HWY #281

UNION PACIFIC RAILROAD COMPANY R.O.W.

HIGHWAY 281 ESTATES

LOT 2  
11.98 ACRES +/-

LOT 1  
21.62 ACRES +/-



HAMILTON - KINMAN SUBDIVISION

WEBB ROAD

# HIGHWAY 281 ESTATES

A PART OF THE E1/2, SE1/4, SEC. 24, T11N, R10W,  
CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA

KAT SURVEYING - 1008 S 17<sup>TH</sup> ST, AURORA, NE 68806 - 402-686-2329 - KAT.SURVEYING@AOL.COM  
PROJECT NUMBER 07-LS-708 - DATE 10/18/2007 - DRAWN BY D.M.P. - CHECKED BY D.A.K.

## Highway 281 Estates Final Plat Summary

### Developer/Owner

City of Grand Island

Funk Family LLC Dale Funk Managing Partner

13709 Industrial Road

Omaha, NE 68137

2 Lots south of Old Highway 30 and West of Webb Road.

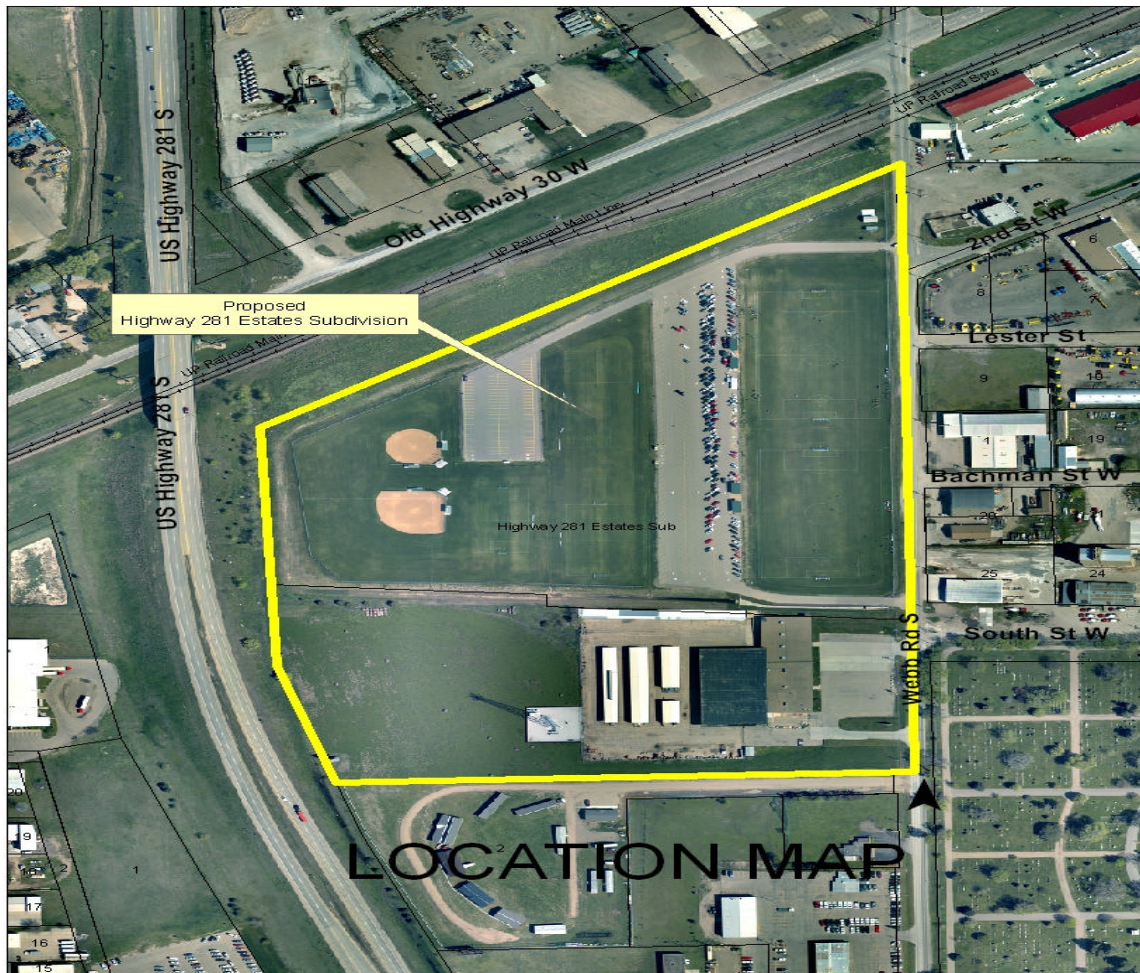
**Size:** 34.442 Acres

**Zoning** M2-Heavy Manufacturing

**Road Access:** Public City Streets, No new streets will be added

**Water Public:** City Water is Available.

**Sewer Public:** City Sewer is Available.



RESOLUTION 2007-295

WHEREAS, Funk Family, LLC, and the City of Grand Island, as owners, have caused to be laid out into lots, a tract of land comprising a part of the East Half of the Southeast Quarter (E½ SE¼), Section Twenty Four (24), Township eleven (11) North, Range Ten (10), West of the 6<sup>th</sup> P.M., in the City of Grand Island, Hall County, Nebraska, under the name of HWY 281 SUBDIVISION, and has caused a plat thereof to be acknowledged by it; and

WHEREAS, a copy of the plat of such subdivision has been presented to the Boards of Education of the various school districts in Grand Island, Hall County, Nebraska, as required by Section 19-923, R.R.S. 1943; and

WHEREAS, a form of subdivision agreement has been agreed to between the owner of the property and the City of Grand Island.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the form of subdivision agreement hereinbefore described is hereby approved, and the Mayor is hereby authorized to execute such agreement on behalf of the City of Grand Island.

BE IT FURTHER RESOLVED that the final plat of HWY 281 SUBDIVISION, as made out, acknowledged, and certified, is hereby approved by the City Council of the City of Grand Island, Nebraska, and the Mayor is hereby authorized to execute the approval and acceptance of such plat by the City of Grand Island, Nebraska.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 27, 2007.

---

Margaret Hornady, Mayor

Attest:

---

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
November 20, 2007	☐ City Attorney



# **City of Grand Island**

**Tuesday, November 27, 2007**

**Council Session**

## **Item G4**

**#2007-296 - Approving Change Order No. 15 with Chief  
Construction for Law Enforcement Center**

**Staff Contact: Steve Lamken**



# **Council Agenda Memo**

**From:** Steven Lamken, Police Chief  
**Meeting:** November 27, 2007  
**Subject:** Change Order #15, Law Enforcement Center  
**Item #'s:** G-4  
**Presenter(s):** Steven Lamken, Police Chief

## **Background**

The City awarded Chief Construction the contract in the summer of 2006 to construct the new law enforcement center for a cost of \$7,406,080. \$150,000 of contingency funds were provided in the contract to allow for needed change orders during the project. To date there is \$82,247.40 remaining in contingency funds. Acceptance of change order #15 will reduce the contingency funds by \$476.30 leaving a new balance of \$81,771.10.

## **Discussion**

Change Order #15 includes two changes in the construction project. The changes have a cost of \$476.30. Accepting the changes will leave the contingency funds balance at \$81,771.10. The changes requested are:

Install a duplex receptacle to provide additional power for the irrigation controls for the grounds.

Relocate a phone/data line from one office to another and convert a duplex receptacle to a quadplex receptacle to accommodate the location of furnishings.

A summary of the costs of Change Order #15 are:

Install irrigation system duplex -	+ \$228.80
Relocate phone/data line and install quadplex -	+ \$247.50
Total Cost -	+ \$476.30

## **Alternatives**

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

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

## **Recommendation**

City Administration recommends that the Council move to approve Change Order #15.

## **Sample Motion**

Move to approve Change Order #15 with Chief Construction for the sum of \$476.30 for: providing additional power to the irrigation system and relocating a phone/data line and converting a duplex outlet to a quadplex outlet in an office.

# AIA<sup>®</sup> Document G701<sup>™</sup> – 2001

## Change Order

<b>PROJECT</b> (Name and address): Grand Island / Hall County Law Enforcement Center Grand Island, Nebraska	<b>CHANGE ORDER NUMBER:</b> 015 <b>DATE:</b> November 05, 2007	<b>OWNER:</b> <input checked="" type="checkbox"/> <b>ARCHITECT:</b> <input checked="" type="checkbox"/> <b>CONTRACTOR:</b> <input checked="" type="checkbox"/> <b>FIELD:</b> <input type="checkbox"/> <b>OTHER:</b> <input type="checkbox"/>
<b>TO CONTRACTOR</b> (Name and address): Chief Construction Company 2107 North South Road Grand Island, Nebraska 68803	<b>ARCHITECT'S PROJECT NUMBER:</b> 0412 <b>CONTRACT DATE:</b> June 15, 2006 <b>CONTRACT FOR:</b>	

### THE CONTRACT IS CHANGED AS FOLLOWS:

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

Architect's Proposal Request #29, Attached

DATE: August 27, 2007

SCOPE: Additional power for Irrigation Controls

COST: ADD \$228.80

Architect's Proposal Request #30, Attached

DATE: September 27, 2007

SCOPE: Electrical modifications per Owner

COST: ADD \$247.50

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

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

The date of Substantial Completion as of the date of this Change Order therefore is September 4, 2007

The original contingency allowance included in the contract was	\$ 150,000.00
The net change to the contingency allowance by previous Change Orders	\$ 67,752.60
The contingency allowance prior to this Change Order Was	\$ 82,247.40
The contingency allowance will be decreased by this Change Order in the amount of	\$ - 476.30
The new contingency allowance including this Change Order will be	\$ 81,771.10

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

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

Wilson Estes Police Architects

**ARCHITECT** (*Firm name*)

5799 Broadmoor, Suite 520, Mission,  
Kansas 66208

**ADDRESS**

  
**BY** (*Signature*)

Jeremy Levasseur

(*Typed name*)

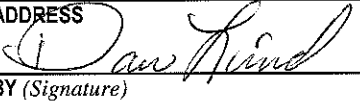
**DATE**

Chief Construction Company

**CONTRACTOR** (*Firm name*)

2107 North South Road, Grand Island,  
Nebraska 68803

**ADDRESS**

  
**BY** (*Signature*)

Dan Lind

(*Typed name*)

**DATE**

11.6.07

City of Grand Island

**OWNER** (*Firm name*)

100 East 1st Street, Grand Island,  
Nebraska 68801

**ADDRESS**

**BY** (*Signature*)

(*Typed name*)

**DATE**

R E S O L U T I O N    2007-296

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

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

WHEREAS, on September 11, 2007, by Resolution 2007-214, the City of Grand Island approved Change Order No. 14 to expand the information technology server room, grant the contractor ten additional work days and deleting the colored concrete wing walls in front of the Law Enforcement Center;  
and

WHEREAS, it is necessary to install a duplex receptacle to provide additional power for the irrigation controls and, relocate a phone/data line from one office to another and convert a duplex receptacle to a quadplex receptacle to accommodate the location of furnishings; and

WHEREAS, such changes have been incorporated into Change Order No. 15, and will decrease the contingency fund to \$81,771.10.

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.15 for the construction of the Law Enforcement Center to provide the modification set out as follows:

Install Irrigation System Duplex.....	\$228.80
Relocate Phone/Data Line and Install Quadplex.....	<u>247.50</u>
Total.....	\$476.30

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 27, 2007.

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

Attest:

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

Approved as to Form	☐ _____
November 20, 2007	☐ City Attorney



# **City of Grand Island**

**Tuesday, November 27, 2007**

**Council Session**

## **Item G5**

**#2007-297 - Approving Lease Expansion for Multi-Function Copy  
Machines for New Law Enforcement Center**

**Staff Contact: Steve Lamken**

# **Council Agenda Memo**

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

**Meeting:** November 27, 2007

**Subject:** Lease Expansion with Eakes Office Products for Multi-Function Copy Machines for New Law Enforcement Center

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

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

## **Background**

In November of 2005 the police department received proposals from Office Net, Imagistics, Modern Methods and Eakes Office Products for the lease of a multi-function copy machine. Eakes Office Products provided the low quote for the machine and in December of 2005 a 48-month lease agreement was signed with Eakes for the copy machine.

In October of 2007 contact was made again with Eakes Office Products to determine what options they would have to expand our current lease agreement with them and add four additional multi-function copy machines to the existing lease. The police department received an additional proposal from Eakes Office Products for a 60-month lease, to include our current copy machine and the four additional copy machines for the new Law Enforcement Center. The quote was for \$526.60 per month for the 60-month lease period.

## **Discussion**

Due to the fact that we currently have a lease agreement in place with Eakes Office Products and would like to keep our copy lease agreement with only one company, the police department is requesting council approval to expand the lease agreement with Eakes to include four additional copy machines for the new Law Enforcement Center. The total amount of the lease will be \$31,596 for the 60-month lease period, which will include a cost share with the Hall County Sheriff's Department (they will provide 30% of the cost share for the lease period, leaving the city share at \$22,117.20).

## **Alternatives**

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

1. Approve the expanded lease agreement for copy machines with Eakes.
2. Send to committee for further discussion.
3. Table for more discussion.
4. Take no action.

## **Recommendation**

City Administration recommends that the Council approve the expansion of the lease agreement with Eakes Office Products for the 60-month lease term.

## **Sample Motion**

Move to approve the expansion of the copy machine lease agreement with Eakes Office Products for the 60-month lease term.



RESOLUTION 2007-297

WHEREAS, in December, 2005, the City of Grand Island entered into a 48 month lease agreement with Eakes Office Products for a multi-function copy machine for the Grand Island Police Department; and

WHEREAS, the Grand Island Police Department has obtained an additional proposal from Eakes Office Products for a 60 month lease to include four additional multi-function copy machines for the Law Enforcement Center; and

WHEREAS, total cost of the expansion of the lease agreement is \$31,596.00 for the 60 month lease agreement, which will include a 30% cost share from Hall County, leaving a balance of \$22,117.20 to be paid by the City of Grand Island.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the expansion of the lease agreement between the City of Grand Island and Eakes Office Products, at a cost to the City of \$22,117.20, is hereby approved.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 27, 2007.

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

Attest:

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

Approved as to Form	☐ _____
November 20, 2007	☐ City Attorney



# **City of Grand Island**

**Tuesday, November 27, 2007**

**Council Session**

## **Item G6**

**#2007-298 - Approving Bid Award for Law Enforcement Center  
Snow Removal Services**

**Staff Contact: Steve Lamken**

# **Council Agenda Memo**

**From:** Steven Lamken, Police Chief  
**Meeting:** November 27, 2007  
**Subject:** Law Enforcement Snow Removal Contract  
**Item #'s:** G-6  
**Presenter(s):** Steven Lamken, Police Chief

## **Background**

The Police Department and Sheriff's Office will be moving operations to the new Law Enforcement Center. The Police Department advertised for bids for snow removal services at the new facility. The Department is recommending the Council approve the bid of A-1 Snow Removal and Clearing for the Law Enforcement Center.

## **Discussion**

The Police Department planned for and budgeted for contractual snow removal services at the new law enforcement center. The Department advertised for bids for snow removal services and sent letters requesting bids to vendors in preparation for occupying the new facility. One bid for services was received by the opening date of November 15<sup>th</sup>. The bid was for snow removal services on the drives, parking lots, and sidewalk fronting Highway 30 of the Center. The bid did not include the other sidewalks at the site. The bid received was from A-1 Snow Removal and Clearing with the hourly rates for equipment provided on the bid summary form. The Police Department has funds budgeted for this service in the operating budget of the facility.

## **Alternatives**

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

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

## **Recommendation**

City Administration recommends that the Council approve the awarding of the bid for snow removal and clearing services to A-1 Snow Removal and Clearing for the hourly rates for equipment consisting of:

Case Loader with Box Blade -	\$120 per hour
24' Fold Up Box Blade -	\$300 per hour
Trucking if needed -	\$ 40 per hour.

## **Sample Motion**

Move to approve the award of the snow removal bid for the Law Enforcement Center to A-1 Snow Removal and Clearing of Grand Island, Nebraska at the hourly equipment rates presented in the bid form.

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



Wes Nespor, Assistant City Attorney

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**BID OPENING**

**BID OPENING DATE:** November 15, 2007 at 11:15 a.m.

**FOR:** Law Enforcement Center Snow Removal Services

**DEPARTMENT:** Police

**ESTIMATE:** \$3,000 to \$5,000 per year

**FUND/ACCOUNT:** 10022302-85229

**PUBLICATION DATE:** October 31, 2007

**NO. POTENTIAL BIDDERS:** 6

**SUMMARY**

**Bidder:** A-1 Snow Removal  
Grand Island, NE

**Exceptions:** None

**Bid Price:**

24' Foldup Box Blade	\$300.00 per hour
Case Loader w/Box Blade	\$120.00 per hour
Trucking if needed	\$40.00 per load

cc: Steve Lamken, Police Chief  
Jeff Pederson, City Administrator  
Wes Nespor, Assist. City Attorney

Robert Falldorf, Police Captain  
Dale Shotkoski, City Attorney  
Sherry Peters, Legal Secretary

**P1201**

RESOLUTION 2007-298

WHEREAS, the City of Grand Island invited sealed bids for Snow Removal Services, according to specifications on file in the office of the Police Department; and

WHEREAS, on November 15, 2007, one bid was received, opened and reviewed; and

WHEREAS, A-1 Snow Removal of Grand Island, Nebraska, submitted the only bid in accordance with terms of the advertisement of the specifications and all other statutory requirements contained therein, such bid being as follows:

	<u>Cost Per Hour</u>
24' Foldup Box Blade	\$300.00 per hour
Case Loader w/Box Blade	\$120.00 per hour
Trucking if Needed	\$40.00 per load

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of A-1 Snow Removal of Grand Island, Nebraska, for snow removal services in the amounts identified above is hereby approved as the lowest responsible bid submitted.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 27, 2007.

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

Attest:

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

Approved as to Form	☐ _____
November 20, 2007	☐ City Attorney



# **City of Grand Island**

**Tuesday, November 27, 2007**

**Council Session**

## **Item G7**

**#2007-299 - Approving Bid Award for Downtown Parking Lot  
Snow Removal Services for the 2007/2008 Winter Season**

**Staff Contact: Steven P. Riehle, City Engineer/Public Works Direc**

# **Council Agenda Memo**

**From:** Steven P. Riehle, Public Works Director  
Wesley Nespor, Assistant City Attorney

**Meeting:** November 27, 2007

**Subject:** Approving Bid Award for Downtown Parking Lot Snow Removal Services for the 2007/2008 Winter Season

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

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

## **Background**

On Friday, November 2, 2007 the Engineering Division of the Public Works Department advertised for bids for Downtown Parking Lot Snow Removal Services for the 2007/2008 winter season including equipment and labor.

## **Discussion**

One bid was received and opened on November 14, 2007. The Engineering Division of the Public Works Department and the Purchasing Division of the City Attorney's Office reviewed the bid that was received. The bid is shown below.

<b>Bidder</b>	<b>Description</b>	<b>Unit</b>	<b>Estimate</b>
A-1 Snow Removal	Trucks for hauling snow	\$ 45.00 per load	\$120.00 per load
	Front End Loaders/Tractors	\$120.00 per hour	\$145.00 per hour
	Tractor with Pull Blade (minimum 12' width)	\$300.00 per hour	\$100.00 per hour

Exceptions:

\*Loader is a Case 580 with a Box Blade

\*\*Front Wheel Assist Tractor with 24' Mounted Box Blade

The bid specifications and estimate for a tractor with pull blade were prepared based on a minimum 12 feet width. A-1 Snow Removal bid a front wheel assist tractor with a 24' mounted box blade. The front wheel assist and 24' width will allow more snow to be moved in less time, which should balance out the difference in the estimate and the bid price.



## **Alternatives**

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

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

## **Recommendation**

City Administration recommends that the Council approve awarding the contract for Downtown Parking Lot Snow Removal Services to A-1 Snow Removal of Grand Island, Nebraska.

## **Sample Motion**

Move to approve awarding the contract for Downtown Parking Lot Snow Removal Services to A-1 Snow Removal of Grand Island, Nebraska.

Purchasing Division of Legal Department  
**INTEROFFICE MEMORANDUM**



Wes Nespor, Assistant City Attorney

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**BID OPENING**

**BID OPENING DATE:** November 14, 2007 at 11:15 a.m.

**FOR:** Downtown Parking Lots Snow Removal Operations

**DEPARTMENT:** Public Works

**ESTIMATE:**

Trucks	\$120.00 per hour
Front End Loaders/Tractors	\$145.00 per hour
Tractor with Pull Blade	\$100.00 per hour

**FUND/ACCOUNT:** 27010001-85249

**PUBLICATION DATE:** November 2, 2007

**NO. POTENTIAL BIDDERS:** 4

**SUMMARY**

**Bidder:** A-1 Snow Removal  
Grand Island, NE

**Exceptions:** Noted

**Bid Price:**

Trucks:	\$45.00 per load
Front End Loaders/ Tractors:	\$120.00 per hour
Tractor w/Pull Blade:	\$300.00 per hour

cc: Steve Riehle, Public Works Director  
Catrina DeLosh, PW Admin. Assist.  
Dale Shotkoski, City Attorney  
Sherry Peters, Legal Secretary

Bud Buettner, Assist. PW Director  
Jeff Pederson, City Administrator  
Wes Nespor, Assist. City Attorney

**P1202**

RESOLUTION 2007-299

WHEREAS, the City of Grand Island invited sealed bids for Snow Removal Services, according to specifications on file in the office of the Public Works Department; and

WHEREAS, on November 14, 2007, one bid was received, opened and reviewed; and

WHEREAS, A-1 Snow Removal of Grand Island, Nebraska, submitted the only bid in accordance with terms of the advertisement of the specifications and all other statutory requirements contained therein, such bid being as follows:

	<u>Cost Per Hour</u>
Trucks	\$ 45.00 per load
Front End Loaders/Tractors	\$120.00 per hour
Tractor w/Pull Blade	\$300.00 per hour

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of A-1 Snow Removal of Grand Island, Nebraska, for snow removal services in the amounts identified above is hereby approved as the lowest responsible bid submitted.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 27, 2007.

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

Attest:

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

Approved as to Form	☐ _____
November 20, 2007	☐ City Attorney



# City of Grand Island

Tuesday, November 27, 2007

Council Session

## Item G8

**#2007-300 - Approving Bid Award for Wellfield Wells #1, #4, and #8 Enclosures**

Staff Contact: Gary R. Mader; Wesley Nespor

# **Council Agenda Memo**

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

**Meeting:** November 27, 2007

**Subject:** Bid Award Well Field Wells #1, #4 and #8 Enclosures

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

**Presenter(s):** Gary R. Mader, Utilities Director

## **Background**

The City's primary drinking water source is located at the Platte River Wellfield. Forty years ago, the original wells were installed without building enclosures over the wells infrastructure. In order to improve maintenance, reliability, environmental safety, and secure operations, the Utilities Department has been systematically working to place protective buildings over each well. This has been an on-going process for the past three years. Protective buildings for an additional three wells are budgeted again this year.

## **Discussion**

The contract specifications for the three additional well enclosures were publicly advertised in accordance with the City Purchasing Code, and bid specifications were sent to prospective bidders.

Bids for the Well Field Wells #1, #4 and #8 Enclosures were publicly opened on November 15, 2007. Only one bid was received. The engineer's estimate for this project was \$82,000.00.

Bidder  
Steel Crafters, Inc.

Bid Price  
\$ 53,399.00

Steel Crafters has been the successful bidder on several of the past well enclosure contracts and their work and materials have met all specifications. The bid price is evaluated as competitive in current markets.

## **Alternatives**

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

1. Move to approve the Refer the issue to a Committee
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take not action on the issue

## **Recommendation**

City Administration recommends that the Council award the Well Enclosure Construction Contract to Steel Crafters, Inc., from Grand Island, Nebraska, as the low responsive bidder, in the amount of \$53,399.00

## **Sample Motion**

Move to approve the bid of \$53,399.00 from Steel Crafters, Inc. for the Well Field Wells #1, #4, and #8 Enclosures as submitted.

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



Wes Nespor, Assistant City Attorney

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**BID OPENING**

**BID OPENING DATE:** November 15, 2007 at 11:00 a.m.

**FOR:** Well Field Wells 1, 4 & 8 Enclosures

**DEPARTMENT:** Utilities

**ESTIMATE:** \$82,000.00

**FUND/ACCOUNT:** 520

**PUBLICATION DATE:** October 16, 2007

**NO. POTENTIAL BIDDERS:** 11

**SUMMARY**

**Bidder:** Steel Crafters, Inc.  
Grand Island, NE

**Bid Security:** \$2,669.95

**Exceptions:** None

**Bid Price:** \$53,399.00

cc: Gary Mader, Utilities Director  
Larry Keown, Power Plant Supt.  
Dale Shotkoski, City Attorney  
Sherry Peters, Legal Secretary

Bob Smith, Assist. Utilities Director  
Pat Gericke, Utilities Admin. Assist.  
Wes Nespor, Assist. City Attorney

**P1198**

R E S O L U T I O N    2007-300

WHEREAS, the City of Grand Island invited sealed bids for Well Field Wells No. 1, 4 & 8 Enclosures, according to plans and specifications on file with the City Clerk; and

WHEREAS, on November 15, 2007, bids were received, opened and reviewed; and

WHEREAS, Steel Crafters, 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 \$53,399.00; and

WHEREAS, Steel Crafters, Inc.'s bid is less than the estimate for such enclosures.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Steel Crafters, Inc., of Grand Island, Nebraska, in the amount of \$53,399.00 for Well Field Wells No. 1, 4 & 8 Enclosures is hereby approved as the lowest responsible bid.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 27, 2007.

---

Margaret Hornady, Mayor

Attest:

---

RaNae Edwards, City Clerk

Approved as to Form	▣ _____
November 20, 2007	▣ City Attorney





# City of Grand Island

Tuesday, November 27, 2007

Council Session

## Item G9

**#2007-301 - Approving Bid Award for Tree Trimming Contract**

**#2008-TT-1**

Staff Contact: Gary R. Mader; Wesley Nespor

# **Council Agenda Memo**

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

**Meeting:** November 27, 2007

**Subject:** Bid Award – Tree Trimming Contract 2008-TT-1

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

**Presenter(s):** Gary R. Mader, Utilities Director

## **Background**

Proper clearance between trees and power lines is very important to the safe operation and maintenance of the City's electric system. The Utilities Department has one crew dedicated to Right-of-Way maintenance and also uses the services of contractors when necessary to maintain line clearance over the nearly 500 miles of distribution and transmission lines. Specifications for Contract 2008-TT-1 were prepared for private contractors to provide bids for tree trimming services for the clearances needed for safe, reliable electrical service.

A drawing showing the sections to be trimmed this year is attached.

## **Discussion**

The contract documents provide for trees to be trimmed from electrical circuits in twelve areas.

The project was publicly advertised and specifications were sent to ten (10) potential bidders. The bids were opened at 11:00 a.m. on November 14, 2007, in accordance with City Procurement Codes. Bids were received from four firms and have been checked and evaluated. The City may select any or all sections to be awarded in this Contract, or the City may award all sections to a single Contractor, or award a individual section to multiple Contractors.

<b>Section ID</b>	<b>Tom's Tree Service G.I. NE</b>	<b>Sheffield Tree Service G.I. NE</b>	<b>Wright Tree Service Des Moines, IA</b>	<b>Asplundh Tree Expert Co. Fairfax, IA</b>	<b>Low Bid Per Section</b>
Section 1	\$ 5,500.00	\$ 4,500.00	<b>\$ 2,500.00</b>	\$ 7,868.00	\$ 2,500.00
Section 2	\$ 17,000.00	<b>\$ 7,500.00</b>	\$ 17,500.00	\$ 17,703.00	\$ 7,500.00
Section 3	No Bid	No Bid	\$ 10,000.00	<b>\$ 9,835.00</b>	\$ 9,835.00
Section 4	\$ 23,500.00	No Bid	<b>\$ 12,400.00</b>	\$ 17,703.00	\$ 12,400.00
Section 5	No Bid	No Bid	<b>\$ 11,200.00</b>	\$ 19,670.00	\$ 11,200.00
Section 6	No Bid	No Bid	<b>\$ 12,200.00</b>	\$ 19,670.00	\$ 12,200.00
Section 7	\$ 15,000.00	No Bid	<b>\$ 13,100.00</b>	\$ 19,670.00	\$ 13,100.00
Section 8	No Bid	No Bid	<b>\$ 21,000.00</b>	\$ 29,505.00	\$ 21,000.00
Section 9	\$ 17,000.00	<b>\$ 6,850.00</b>	\$ 26,000.00	\$ 9,835.00	\$ 6,850.00
Section 10	\$ 12,000.00	No Bid	\$ 13,800.00	<b>\$ 11,802.00</b>	\$ 11,802.00
Section 11	\$ 12,750.00	<b>\$ 8,500.00</b>	\$ 15,800.00	\$ 35,406.00	\$ 8,500.00
Section 12	<b>\$ 17,100.00</b>	No Bid	\$ 17,100.00	\$ 47,208.00	\$ 17,100.00
<b>Total</b>	\$119,850.00	\$27,350.00	\$172,600.00	\$245,875.00	\$133,987.00
<b>Total Low Bid by Contractor</b>	<b>\$17,100.00</b>	<b>\$22,850.00</b>	<b>\$72,400.00</b>	<b>\$21,637.00</b>	<b>133,987.00</b>
<b>Sections to be Awarded</b>	12	2, 9, 11	1, 4, 5, 6, 7, 8	3, 10	<i>All Sections</i>

The total project cost, by taking the lowest bid per section is \$133,987.00. This is below the project's estimate of \$150,000.00.

Asplundh Tree Expert Company took an exception to some of the wording in the General Specifications, Division 1, Section 8.08 – Abrogation. This has been reviewed and is acceptable to the Legal Department. It does not effect the cost of the project, nor negatively impact the performance of the work.

On Section 12, the bid from Tom's Tree Service of Grand Island and Wright Tree Service of Des Moines, is the same amount. As provided for in the contract's *Instructions to Bidders* page B-6:

“In case of tied low bids, all other things being equal, preference shall be given in the following order: to those bidders who maintain a bona fide business office in the City of Grand Island, whose products may be made outside the confines of the City of Grand Island.”

Therefore, part of the Department's recommendation will be to award Section 12 to the local firm – Tom's Tree Service.

## **Alternatives**

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

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

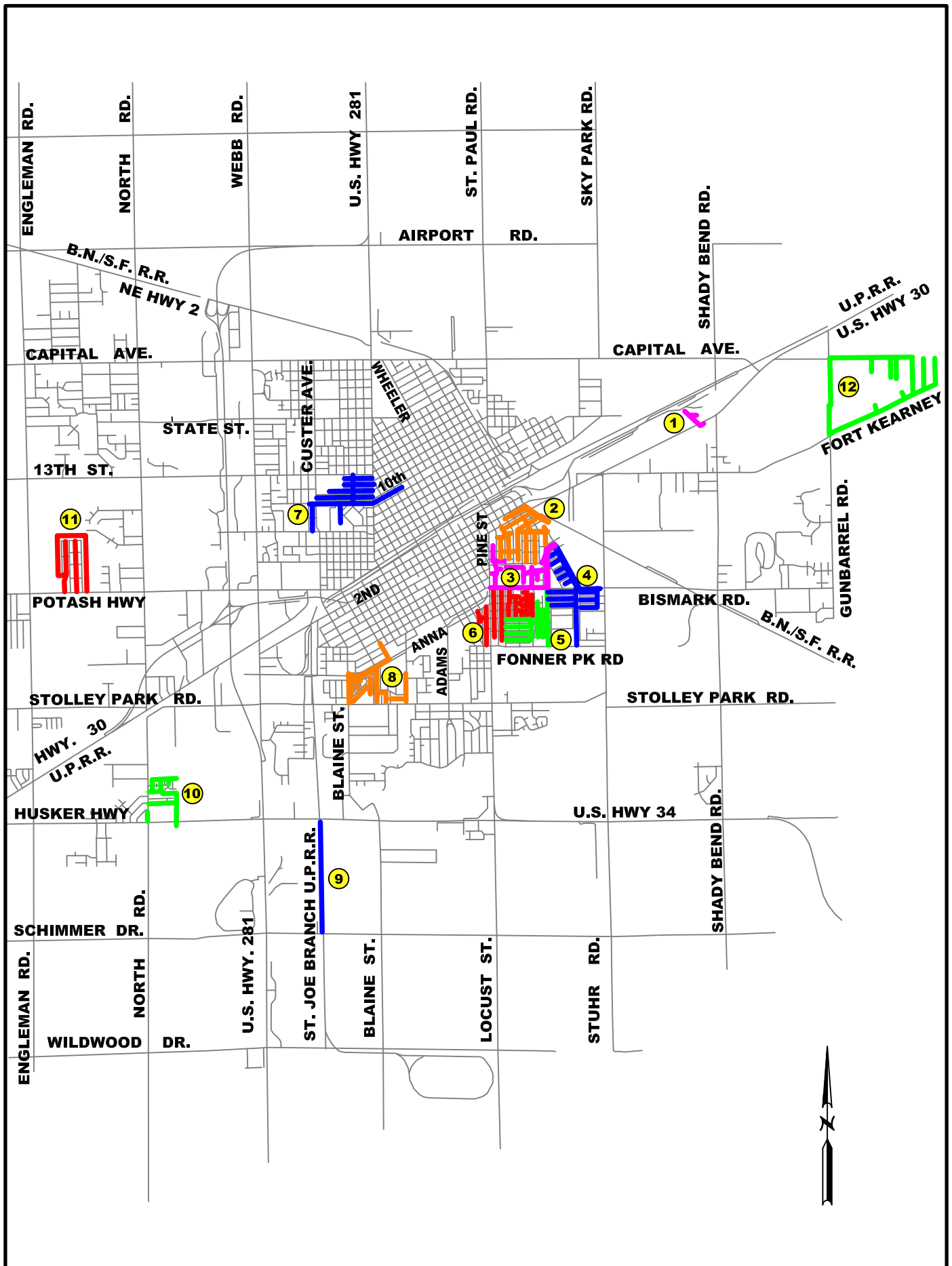
### **Recommendation**

City Administration recommends that the Council award Tree Trimming Contract 2008-TT-1 to the following individual contractors as provided for in the specification in the following manner:

Tom's Tree Service – Section 12, in the amount of \$17,100.00  
Sheffield Tree Service – Sections 2, 9 and 11, in the amount of \$22,850.00  
Wright Tree Service – Sections 1, 4, 5, 6, 7 and 8, in the amount of \$72,400.00  
Asplundh Tree Expert – Sections 3 and 10, in the amount of \$21,637.00.

### **Sample Motion**

Move to approve award of Tree Trimming Contract 2008-TT-1, to Tom's Tree Service, Sheffield Tree Service, Wright Tree Service, and Asplundh Tree Expert based upon the lowest bid for each individual section.



Purchasing Division of Legal Department  
**INTEROFFICE MEMORANDUM**



Wes Nespor, Assistant City Attorney

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**BID OPENING**

**BID OPENING DATE:** November 14, 2007 at 11:00 a.m.

**FOR:** Tree Trimming Contract 2008-TT-1

**DEPARTMENT:** Utilities

**ESTIMATE:** \$150,000.00

**FUND/ACCOUNT:** 520

**PUBLICATION DATE:** October 23, 2007

**NO. POTENTIAL BIDDERS:** 10

**SUMMARY**

<b>Bidder:</b>	<b><u>Asplundh Tree Expert Co.</u></b> Fairfax, IA	<b><u>Sheffield Tree Service</u></b> Grand Island, NE
<b>Bid Security:</b>	Travelers Casualty & Surety Co.	Western Surety Company
<b>Exceptions:</b>	Noted	None
<b>Bid Price:</b>		
<b>Section 1:</b>	\$7,868.00	\$4,500.00
<b>Section 2:</b>	17,703.00	7,500.00
<b>Section 3:</b>	9,835.00	No Bid
<b>Section 4:</b>	17,703.00	No Bid
<b>Section 5:</b>	19,670.00	No Bid
<b>Section 6:</b>	19,670.00	No Bid
<b>Section 7:</b>	19,670.00	No Bid
<b>Section 8:</b>	29,505.00	No Bid
<b>Section 9:</b>	9,835.00	6,850.00
<b>Section 10:</b>	11,802.00	No Bid
<b>Section 11:</b>	35,406.00	8,500.00
<b>Section 12:</b>	<u>47,208.00</u>	<u>No Bid</u>
<b>Total all Sections:</b>	<b>\$245,875.00</b>	<b>\$27,350.00</b>

<b>Bidder:</b>	<b><u>Tom's Tree Service</u></b> <b>Grand Island, NE</b>	<b><u>Wright Tree Service</u></b> <b>Des Moines, Iowa</b>
<b>Bid Security:</b>	<b>Western Surety Company</b>	<b>Merchants Bonding Company</b>
<b>Exceptions:</b>	<b>None</b>	<b>None</b>
<b>Bid Price:</b>		
<b>Section 1:</b>	<b>\$5,500.00</b>	<b>\$ 2,500.00</b>
<b>Section 2:</b>	<b>17,000.00</b>	<b>17,500.00</b>
<b>Section 3:</b>	<b>No Bid</b>	<b>10,000.00</b>
<b>Section 4:</b>	<b>23,500.00</b>	<b>12,400.00</b>
<b>Section 5:</b>	<b>No Bid</b>	<b>11,200.00</b>
<b>Section 6:</b>	<b>No Bid</b>	<b>12,200.00</b>
<b>Section 7:</b>	<b>15,000.00</b>	<b>13,100.00</b>
<b>Section 8:</b>	<b>No Bid</b>	<b>21,000.00</b>
<b>Section 9:</b>	<b>17,000.00</b>	<b>26,000.00</b>
<b>Section 10:</b>	<b>12,000.00</b>	<b>13,800.00</b>
<b>Section 11:</b>	<b>12,750.00</b>	<b>15,800.00</b>
<b>Section 12:</b>	<b><u>17,100.00</u></b>	<b><u>17,100.00</u></b>
<b>Total all Sections:</b>	<b>\$119,850.00</b>	<b>\$172,600.00</b>

cc: Gary Mader, Utilities Director  
Tom Barnes, Utilities Eng. Manager  
Dale Shotkoski, City Attorney  
Sherry Peters, Legal Secretary

Bob Smith, Assist. Utilities Director  
Pat Gericke, Utilities Admin. Assist.  
Wes Nespor, Assist. City Attorney

**P1199**

R E S O L U T I O N    2007-301

WHEREAS, the City of Grand Island invited bids for Tree Trimming Project 2008-TT-1 for the Utilities Department, according to the plans and specifications on file with the Utilities Department; and

WHEREAS, on November 14, 2007, bids were received, opened and reviewed; and

WHEREAS, the requested work has been divided into 12 sections in order to achieve the best and lowest cost, and to expedite the completion of the work; and

WHEREAS, Wright Tree Service of Des Moines, Iowa, submitted a bid in accordance with the terms of the advertisement of bids and the plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$72,400.00 for Sections 1, 4, 5, 6, 7 and 8 of the contract; and

WHEREAS, Sheffield Tree Service of Grand Island, Nebraska, submitted a bid in accordance with the terms of the advertisement of bids and the plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$22,850.00 for Sections 2, 9 and 11 of the contract; and

WHEREAS, Asplundh Tree Expert of Fairfax, Iowa, submitted a bid in accordance with the terms of the advertisement of bids and the plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$21,637.00 for Sections 3 and 10 of the contract; and

WHEREAS, Tom's Tree Service of Grand Island, Nebraska, submitted a bid in accordance with the terms of the advertisement of bids and the plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$17,100.00 for Section 12, of the contract; and

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

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

1.       The bid of Wright Tree Service of Des Moines, Iowa, in the amount of \$72,400.00 for Sections 1, 4, 5, 6, 7 and 8 of the contract is hereby approved as the lowest responsive bid submitted for those sections.

2.       The bid of Sheffield Tree Service of Grand Island, Nebraska, in the amount of \$22,850.00 for Sections 2, 9 and 11 of the contract is hereby approved as the lowest responsive bid submitted for those sections.

3.       The bid of Asplundh Tree Expert of Fairfax, Iowa, in the amount of \$21,637.00 for

Approved as to Form <input type="checkbox"/> _____ November 20, 2007 <input type="checkbox"/> City Attorney
--



Sections 3 and 10 of the contract is hereby approved as the lowest responsive bid submitted for those sections.

4. The bid of Tom's Tree Service of Grand Island, Nebraska, in the amount of \$17,100.00 for Section 12, of the contract is hereby approved as the lowest responsive bid submitted for those sections.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 27, 2007.

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Margaret Hornady, Mayor

Attest:

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RaNae Edwards, City Clerk



# **City of Grand Island**

**Tuesday, November 27, 2007**

**Council Session**

## **Item G10**

**#2007-302 - Approving Award of Gas Supply Contract between the  
City of Grand Island, Utilities Department and ONEOK**

**Staff Contact: Gary R. Mader; Wesley Nespor**

# **Council Agenda Memo**

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

**Meeting:** November 27, 2007

**Subject:** Award of Natural Gas Supply Contract between the City of Grand Island and ONEOK

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

**Presenter(s):** Gary R. Mader, Utilities Director

## **Background**

Grand Island operates electric power generators that are fueled by natural gas. These generators are located at the Burdick Station Power Plant on the east side of the City. That power plant is connected to the regional natural gas transmission system which is owned and operated by Kinder Morgan Interstate Pipeline Company (KMI) which is headquartered in Denver, Colorado. KMI's natural gas transmission system serves western Nebraska, western Kansas, eastern Colorado and Wyoming. The KMI system is the primary, long haul natural gas transmission pipeline system in the region. KMI is primarily a pipeline operating company, with limited direct sales to the end user. The KMI pipeline capacity is contracted for specific time periods by a number of gas sales companies that provide natural gas to retail customers. The Utilities Department periodically solicits bids for natural gas supply for the Burdick Station Power Plant from the area gas sales companies.

With the expiration of the existing contract for gas supply, the Department solicited bids for continued gas supply in January 2007. Bid solicitations and specifications were sent to five area gas sales companies. Only one response was received, that from our current supplier, ONEOK. Other potential bidders were contacted and asked why they did not respond to the bid solicitation. The answer was that the regional transmission system is very near fully loaded, and there was no capacity available on the KMI transmission system. That condition is attributed to continued population growth and development in the area, and the recent development of numerous ethanol plants on the KMI system.

The contract with our current supplier provides primary, firm reservation of gas transport capacity on the regional transmission system, with commodity pricing based on published indices at the time the gas contract is called upon to provide service to the power plant.

The annual reservation cost for the 6000 mcf/day primary, firm natural gas service is \$175,200 annually. The price bid for that same level of service in the January '07 solicitation increased to \$1,248,458.40 annually. ONEOK advised that their current gas transport agreements with KMI expire this fall and that pricing reflects the heavy loading of the regional gas transmission system. No action was taken on the January bid solicitation.

### **Discussion**

Since the bid solicitation in January, the Department has explored other options to secure fuel supply for the gas fired power plant. In August, ONEOK advised that they had made an additional acquisition of pipeline capacity and were now in a position to offer a short term gas supply contract at the same pricing as the past agreement. Contacts with other potential suppliers have not resulted in supply proposals being received. A copy of the ONEOK Proposal is attached. The terms of the Gas Sales Agreement are the same as the contract that had been in place with ONEOK since November 2001. The only change is the extension of the date through October 31, 2008, and a requirement that 24 hour day-ahead gas nominations be made by 8:15 a.m. rather than 8:30 a.m.

### **Alternatives**

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

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

### **Recommendation**

City Administration recommends that the Council approve the contract for natural gas supply to ONEOK of Tulsa, Oklahoma.

### **Sample Motion**

Move to approve the contract for natural gas supply to ONEOK.

## EXHIBIT "A"

### GAS SALES AGREEMENT

#### CONFIRMATION ORDER

Date: October 1, 2007

Superseding X

This Confirmation Order is made a part of and is subject to all terms and conditions set forth in that Gas Sales Agreement dated July 7, 1989, by and between ONEOK Energy Services Company, L.P. ("Seller"), formerly ONEOK Energy Marketing and Trading Company, L.P. and City of Grand Island Utilities Department ("Buyer").

#### Terms:

1. Order Period: This agreement shall be effective during the period December 1, 2007 through October 31, 2008.
2. Quantity: Up to 6,000 MMBtu per day. However, on certain days, Buyer may request additional volumes above 6,000 MMBtu per day and Seller will deliver if these additional volumes are available. Buyer is not required to purchase any gas.
3. Delivery Point: KMI Meter #041012
4. Price:
  - (A) For volumes up to 6,000 MMBtu per day that are nominated no later than 24 hours prior to delivery under the nomination guidelines below, the price for each MMBtu of gas sold and delivered shall be found in Gas Daily, published by The McGraw-Hill Companies, Inc., under the heading "Oklahoma", for the published trade date which corresponds to the gas flow date (weekends shall be priced using the price on the Friday trade date which is published on the following Monday), and shall be equal to: 1) the highest of the "Midpoint" price for the following "Delivery In" designations: NGPL (Midcont.), PEPL, or Southern Star Central, plus 2) a fuel percentage adder of 3.56%, plus 3) a flat rate adder of \$0.05 per MMBtu.
  - (B) For volumes above 6,000 MMBtu per day that are nominated no later than 24 hours prior to delivery under the nomination guidelines below, the price for each MMBtu of gas sold and delivered shall be the same as (A) above except that the highest of the "Absolute" price shall be used.
  - (C) For any volumes that are nominated with less than 24 hours notice, the price shall be equal to the greater of either (A) or (B) (whichever applies) or the current same day market price as determined by Seller.
  - (D) A monthly demand charge of \$14,600 shall be paid regardless of actual natural gas purchases.

5. Fuel: As shown in Section 4. (A) above, the current fuel rate charged to Buyer is 3.56%. If Kinder Morgan Interstate Gas Transmission (KMIGT) increases the tariff fuel rate above the current fuel rate, the Seller has the option to increase or renegotiate the current fuel rate with Buyer.
6. Nominations: Daily nominations for the volume of natural gas for delivery the next day must be sent by email or by phone to the Seller's designated personnel no later than 8:15 a.m. Central Clock Time (CCT) on the previous day. Daily nominations for the volume of natural gas to be delivered on Saturday through Monday must be received no later than 8:15 a.m. CCT on the previous Friday. For nominations made after the nomination deadline, Seller will use reasonable efforts to make these volumes available. Seller will confirm with Buyer the volume of gas nominated by email or by phone.

Seller

ONEOK Energy Services  
Company L.P.

By: 

Title: SA Vice President

Buyer

City of Grand Island Utilities Department

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

Title: \_\_\_\_\_

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

R E S O L U T I O N    2007-302

WHEREAS, the City of Grand Island, Nebraska invited bids for natural gas supply to the Burdick Station Power Plant; and

WHEREAS, only one bidder, ONEOK, responded; and

WHEREAS, ONEOK, submitted the only bid in accordance with terms of the advertisement, the specifications, and all other statutory requirements contained therein, with a monthly demand charge of \$14,600.00 and with gas prices established according to the terms of the gas sales agreement submitted by ONEOK dated October 1, 2007;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the gas sales agreement submitted by ONEOK is fair and reasonable and that the Mayor is authorized to sign the agreement on behalf of the City of Grand Island for natural gas supply to the Burdick Station Power Plant.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 27, 2007.

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Margaret Hornady, Mayor

Attest:

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RaNae Edwards, City Clerk



# City of Grand Island

Tuesday, November 27, 2007

Council Session

## Item G11

**#2007-303 - Approving Acquisition of Utility Easement - Northeast  
Corner of 317 S. Locust Street - Two Brothers, Inc.**

*This item relates to the aforementioned Public Hearing Item E-6.*

Staff Contact: Gary R. Mader



R E S O L U T I O N    2007-303

WHEREAS, a public utility easement is required by the City of Grand Island, from Two Brothers, Inc., a Nebraska Corporation, to install, upgrade, maintain and repair public utilities and appurtenances, including lines and transformers; and

WHEREAS, a public hearing was held on November 27, 2007, for the purpose of discussing the proposed acquisition of an easement located in a part of Lot Nine (9), Campbell's Subdivision and a part of Block Five (5), Hann's Third Addition, both located in the City of Grand Island, Hall County, Nebraska; more particularly described as follows:

**TRACT NO. 1**

The southerly twelve (12.0) feet of the westerly twelve (12.0) feet of the easterly fourteen (14.0) feet of Lot Nine (9) Campbell's Subdivision to the city of Grand Island, Nebraska; and

**TRACT NO. 2**

The northerly twenty (20.0) feet of the easterly twenty five (25.0) feet of the westerly one hundred eighteen (118.0) feet of Block Five (5) Hann's Third Addition to the city of Grand Island, Nebraska.

The above-described easement and right-of-way containing a combined total of 644 square feet, more or less, as shown on the plat dated 11/13/2007, marked Exhibit "A", attached hereto and incorporated herein by reference.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island be, and hereby is, authorized to acquire a public utility easement from Two Brothers, Inc., a Nebraska Corporation, on the above-described tract of land.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 27, 2007.

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

Attest:

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

Approved as to Form <input type="checkbox"/> _____ November 20, 2007 <input type="checkbox"/> City Attorney
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# City of Grand Island

Tuesday, November 27, 2007

Council Session

## Item G12

**#2007-304 - Approving Acquisition of Property Located on the South Boundary Line of the Webb Road Soccer Field from Funk, LLC**

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

Staff Contact: Steve Paustian

RESOLUTION 2007-304

WHEREAS, the intersection of 10<sup>th</sup> Street, Adams Street, and Broadwell Avenue is a combination of a "T" and "Y" intersection which poses ongoing traffic safety issues; and

WHEREAS, improving the traffic flow at such intersection would require the acquisition of property in order to construct a cul-de-sac; and

WHEREAS, the owners of property adjacent to such intersection have agreed to sell a small parcel of land to the City for use in developing a cul-de-sac; and

WHEREAS, a public hearing was held on May 9, 2006, for the purpose of discussing the proposed acquisition of property comprising the north Seventy and Seven Tenths (70.7) feet of Lots One (1) and Two (2) in Block Thirteen (13), Fairview Park Addition to the City of Grand Island, Hall County, Nebraska.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island be, and hereby is, authorized to acquire property at the intersection of 10<sup>th</sup> Street, Adams Streets and Broadwell Street from Steven P. Lockwood and Bonnie R. Lockwood, husband and wife, and Karen K. Williams-Burke and John Burke, wife and husband, on the above-described tract of land.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 27, 2007.

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Margaret Hornady, Mayor

Attest:

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RaNae Edwards, City Clerk



# City of Grand Island

Tuesday, November 27, 2007

Council Session

## Item I1

**#2007-305 - Consideration of Generalized Redevelopment Plan for  
Redevelopment Area #7 as Blighted and Substandard**

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

Staff Contact: Chad Nabity

## RESOLUTION 2007-305

WHEREAS, the City of Grand Island, Nebraska, a municipal corporation and city of the first class, has determined it be desirable to undertake and carry out urban redevelopment projects in areas of the City which are determined to be substandard and blighted and in need of redevelopment; and

WHEREAS, the Nebraska Community Development Law, Chapter 18, Article 21, Nebraska Reissue Revised Statutes of 1997, as amended (the "Act"), prescribes the requirements and procedures for the planning and implementation of redevelopment projects; and

WHEREAS, the City has previously declared Redevelopment Area No. 7 of the City to be substandard and blighted and in need of redevelopment pursuant to the Act; and

WHEREAS, the Community Redevelopment Authority of the City of Grand Island, Nebraska (the "Authority"), has accepted a Redevelopment Plan pursuant to Section 18-2111 of the Act, and recommended the Redevelopment Plan to the Planning Commission of the City; and

WHEREAS, the Planning Commission of the City reviewed the Redevelopment Plan pursuant to the Act and submitted its recommendations, to the City, pursuant to Section 18-2114 of the Act; and

WHEREAS, following consideration of the recommendations of the Authority to the Planning Commission, the recommendations of the Planning Commission to the City, and following the public hearing with respect to the Redevelopment Plan; and

WHEREAS, the plan as presented to the City authorizes projects for public improvements to utility, drainage and transportation infrastructure; and

WHEREAS, the City published notices of a public hearing and mailed notices as required pursuant to Section 18-2115 of the Act and has, on the date of the Resolution held a public hearing on the proposal to adopt the Redevelopment Plan.

NOW, THEREFORE, be it resolved by the City Council of the City of Grand Island, Nebraska:

1. The Redevelopment Plan of the City approved for Redevelopment Area No.7 in the city of Grand Island, Hall County, Nebraska, including the Redevelopment Project described above, is hereby determined to be feasible and in conformity with the general plan for the development of the City of Grand Island as a whole is in conformity with the legislative declarations and determinations set forth in the Act.
2. Approval of the Redevelopment Plan is hereby ratified and reaffirmed, and the Authority is hereby directed to implement the Redevelopment Plan in accordance with the Act.
3. The City hereby finds and determines that the proposed land uses and building requirements in the Redevelopment Area are designed with the general purposes of accomplishing, in accordance with the general plan for development of the City, a coordinated, adjusted and harmonious development of the City and its environs which will, in accordance with present and future needs, promote health, safety, morals, order, convenience, prosperity; and the general welfare, as well as efficiency and economy in the process of development; including, among other things, adequate provision for traffic, vehicular parking, the promotion of safety from fire, panic, and other dangers, adequate provision for light and air, the promotion of a healthful and convenient distribution of population, the provision of adequate transportation, water, sewerage, and other public utilities, schools, parks, recreation and community facilities, and other public requirements, the promotion of sound design and arrangement, the wise and efficient expenditure of public funds, and the prevention of the recurrence of unsanitary or unsafe dwelling accommodations, or conditions of blight.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 27, 2007.

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Margaret Hornady, Mayor

Attest:

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RaNae Edwards, City Clerk



# City of Grand Island

Tuesday, November 27, 2007

Council Session

## Item I2

**#2007-306 - Consideration of Approving Request from Munoz R. Rodriguez, Inc. dba Zona Rosa Nightclub, 611 East 4th Street for a Class "C" Liquor License and Liquor Manager Designation for Elsy Ramos, 243 South Sycamore**

*This item relates to the aforementioned Public Hearing Item E-5.*

Staff Contact: RaNae Edwards

RESOLUTION 2007-306

WHEREAS, an application was filed by Munoz R. Rodriguez, Inc., doing business as Zona Rosa Nightclub at 611 East 4<sup>th</sup> Street, Grand Island, Nebraska, for a Class "C" Liquor License; and

WHEREAS, a public hearing notice was published in the *Grand Island Independent* as required by state law on November 17, 2007; such publication cost being \$14.03; and

WHEREAS, Elsy Ramos, 243 South Sycamore, Grand Island, Nebraska, has applied for a liquor manager designation for the business; and

WHEREAS, a public hearing was held on November 27, 2007, for the purpose of discussing such liquor license application.

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

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

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

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

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

\_\_\_\_\_ The City of Grand Island hereby recommends the application of Elsy Ramos, 243 South Sycamore, as liquor manager of such business.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 27, 2007.

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

Attest:

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

Approved as to Form	<input type="checkbox"/>	_____
November 21, 2007	<input type="checkbox"/>	City Attorney





# **City of Grand Island**

**Tuesday, November 27, 2007**

**Council Session**

## **Item I3**

**#2007-307 - Consideration of Approving Contract with IAFF**

**Staff Contact: Brenda Sutherland**

# **Council Agenda Memo**

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

**Meeting:** November 27, 2007

**Subject:** IAFF Contract

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

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

## **Background**

The City's negotiating team and members of the IAFF negotiating team have been meeting since September to negotiate the terms of a new labor agreement. The terms that are currently in place and are being followed are the terms that were identified by the Commission of Industrial Relations (CIR) this past spring. A new year began on October 1, 2007 without a new agreement in place. The labor agreement being brought forward for consideration will be retroactive to October 1, 2007.

## **Discussion**

Many of the terms of this agreement are carryover from the CIR ruling. This agreement represents wages and benefits as determined by comparability of the array. Cities used in the array are; Fremont, Nebraska, Norfolk, Nebraska, North Platte, Nebraska, Council Bluffs, Iowa, Rapid City, South Dakota, and Salina, Kansas. The proposed labor agreement will commence retroactively to October 1, 2007 and will remain in effect until September 30, 2010. Proposed wage increases will be 9.36% for employees in the position of firefighter, 5.97% for employees in the position of paramedic, and 6.24% for employees in the position of captain. A 3.25% increase is proposed for year two of the contract and a 3.5% increase in year three of the contract for all of the positions covered by the agreement. The other change that was somewhat major in this contract is changing the percentage of medical leave buy out at retirement and death from 25% to 38%. This change is also supported by comparability in the array.

## **Alternatives**

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

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

### **Recommendation**

City Administration recommends that the Council approve the Labor Agreement between the City of Grand Island and the International Association of Firefighters AFL-CIO, Local 647.

### **Sample Motion**

Motion to approve the proposed Labor agreement between the City of Grand Island and the International Association of Firefighters ADL-CIO, Local 647.

## **LABOR AGREEMENT**

THIS AGREEMENT is between the City of Grand Island (hereinafter referred to as the "City"), and Local No. 647, International Association of Fire Fighters, AFL-CIO, CLC (hereinafter referred to as the "Union") and amends and replaces in its entirety any previous contracts or offers between said parties. This agreement shall become effective October 1, 2007 for determining all wage and benefit issues and continue through September 30, 2010.

It is understood between parties that by entering this agreement, Local No. 647 and its members or covered employees within the bargaining unit do not waive claims as stated in the notice of claims filed with the City Clerk on September 26, 2007 and or litigation pending in District Court of Hall County Nebraska; Case No. CI07-1028 captioned as Scott Kuehl and the IAFF Local No. 647 vs. the City of Grand Island, Nebraska.

### **PURPOSE AND INTENT OF THE OFFER**

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

### **ARTICLE I UNION RECOGNITION**

The City recognizes the Union as the sole and exclusive collective bargaining representative for the positions of Firefighter EMT, Firefighter/Paramedic and Captain. The positions of Fire Chief, Operations Division Chief, Fire Prevention Division Chief, Fire Training Division Chief and EMS Division Chief are excluded.

### **ARTICLE II HOURS OF WORK**

#### **A. WORK DAY AND WORK WEEK**

The City shall establish the workday, the work period, and work schedules as permitted by law.

#### **B. CHANGES IN WORK SCHEDULE**

All changes in the work day, period, or schedules, except in cases of emergency, shall be posted for all affected employees to see at least five (5) calendar days before the change is effective.

#### **C. OVERTIME**

Overtime work shall be authorized only in the following cases:

1. In the event of fire, flood, catastrophe, or other unforeseeable emergency.

2. Where a position must be manned and another employee is not available for work.
3. To provide essential services when such services cannot be provided by overlapping work schedules.
4. When the City determines that utilization of present employees is more advantageous to the City than the hiring of additional personnel.
5. No employee shall be regularly scheduled to work overtime without the approval of the chief administrative officer of the City.
6. Overtime work shall be authorized in advance, except in cases of emergency or Long Distance Transfers (LDTs) by the chief administrative officer of the City, or by a supervisor to whom this responsibility has been delegated.
7. All employees who are required to work overtime shall receive overtime compensation, in accordance with Article III.

### **ARTICLE III OVERTIME PAY**

#### **A. OVERTIME PAY**

1. Hours Scheduled. Employees are currently scheduled to work either 96 or 120 hours in each 14-day pay period, for a total of 216 hours in each 28-day cycle. For payroll purposes, employees are paid for 108 hours in each 14-day pay period, regardless of the actual hours scheduled.
2. Hours Worked. For purposes of calculating eligibility for overtime, "hours worked" shall include actual hours worked. For purposes of calculating overtime, hours worked shall include actual hours worked. Any payment for time not actually worked (leave time) shall not count towards the calculation of overtime
3. Eligibility. Employees will be eligible for overtime pay for hours worked in excess of their scheduled hours in each 14-day pay period (96 or 120 hours). Overtime work shall be compensated at the rate of one and one-half (1 ½) times the number of hours worked in excess of the hours scheduled.
4. Recall. If an employee is called to duty during off-duty time and such time does not coincide with the employee's scheduled tour of duty, such employee shall be paid for a minimum of two (2) hours.
5. Unit of Pay. Overtime shall be accrued and compensated for in one-quarter (1/4) hour units.

B. HALF-TIME PAY

Employees who work between 212 and 216 hours in a 28-day cycle shall receive additional half-time pay for each hour worked between 212 and 216 hours. Paid leave shall not be included in hours worked in determining half-time pay.

**ARTICLE IV  
HOLIDAYS AND HOLIDAY PAY**

A. HOLIDAYS

The following holidays are observed:

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

In addition, the City will provide one (1) additional non-cumulative personal holiday each fiscal year to all eligible employees. This holiday shall be observed simultaneously by all members of the bargaining unit on a date agreed upon by the Fire Chief and the Union President on an annual basis. The City shall make a contribution to the employee's VEBA in lieu of the personal holiday. The contribution will be based on 15 hours of pay at a blended rate based on the top wage for all three positions divided by three.

B. ELIGIBILITY FOR HOLIDAY PAY

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

C. HOLIDAY PAY

1. Employees shall be paid 14.77 hours pay at their regular hourly rate for each of the ten holidays designated in paragraph "A" above, whether they worked the holiday or were off duty; this is in addition to their regular salary.

2. If an employee is not regularly scheduled to work on a holiday and is called out to work on the holiday, the employee shall be paid overtime in addition to the 14.77 hours pay as set forth above.

## **ARTICLE V VACATIONS**

### **A.     ELIGIBILITY**

All full-time employees of the Fire Department are eligible to take vacation leave as it is earned and shall accrue vacation leave in bi-weekly increments as described below. Employees shall accrue vacation time during their new employee probationary period; however, they will not be entitled to take vacation until successfully completing probationary period. The employee will not receive any vacation benefits if they leave the employment of the City during the probationary period.

### **B.     AMOUNT AUTHORIZED**

Authorized leave shall be computed on the following basis:

1.     Upon successfully completing the new employee probationary period, an employee will be eligible to take 56 hours of vacation time. The employee will accrue an additional 56 hours in the first year of continuous service. (4.3 hours to accrue bi-weekly).
2.     120 hours in the second through fifth years of continuous service (4.62 hours to accrue bi-weekly).
3.     141 hours in the sixth year of continuous service (5.42 hours to accrue bi-weekly).
4.     166 hours in the seventh through tenth years of continuous service (6.38 hours to accrue bi-weekly).
5.     181 hours in the eleventh through fifteenth years of continuous service (6.96 hours to accrue bi-weekly).
6.     208 hours in the sixteenth through the twentieth years of continuous service and thereafter (8.0 to accrue hours bi-weekly).
7.     240 hours in the twenty-first year of continuous service and thereafter.

### **C.     VACATION SCHEDULE**

Vacation leave shall be taken at a time convenient to and approved by the Fire Chief. While all employees are encouraged to take four consecutive shift days of vacation each year, when eligible, the City may grant shorter periods of two shift days or less. Each employee shall take a vacation of at least two consecutive shift days each year when eligible.

### **D.     VACATION CARRY-OVER**

An employee will be allowed to carry no more than the maximum amount of vacation that he or she can earn in one year, plus 48 hours.

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

E. VACATION CREDIT ON SEPARATION

Separation from employment shall include resignation, retirement, termination, or death. Upon separation from employment with the City due to retirement, termination, or death, an employee shall be paid for his or her unused portion of accumulated vacation leave.

In the case of resignation, an employee must resign in good standing or the City will not compensate him or her for accrued but unused vacation leave. To resign in good standing, an employee must give the Fire Chief written notice at least fourteen calendar days prior to separation, unless the Fire Chief agrees to permit a shorter period.

Pay at separation shall be directed to the employee's VEBA except in the case of death. An employee who separates from employment with the City shall not accrue vacation leave credits after his or her last day of work.

F. SENIORITY FOR VACATION PLANNING

Vacation shall be granted on shift seniority. A vacation list shall be made up for the entire year. The senior employee shall have first pick of not more than four shift-days vacation time, during prime time. If an employee desires to split his or her vacation period, such employee must pick first choice and then wait until everyone has made a choice before getting second choice. If the employee is eligible for more than four shift days of vacation and wishes to take all accrued vacation at one time, employee must waive first choice and choose a period after everyone else has had one choice. If an employee becomes ill on vacation leave, such employee cannot take medical leave and then take that portion of vacation leave at another time.

No more than four (4) employees from the Fire Department can take vacation from one shift at the same time.

A second pick of not more than four consecutive days may be chosen by shift seniority after first picks have been selected, notwithstanding waiving first pick to take more than four days at one time.

**ARTICLE VI  
MEDICAL LEAVE**

A. AMOUNT AUTHORIZED

Medical leave shall be accrued by each employee at the rate of fourteen hours for each full calendar month of service. The amount accrued shall be prorated for any period of time an employee is not in an active pay status. An employee may accumulate medical leave to a maximum of 1687 hours.

B. USE OF MEDICAL LEAVE

Medical leave with pay must be accrued before it can be taken and advancing medical leave is prohibited. Employees may utilize their allowances of medical leave when unable to perform their work duties by reason of personal illness, fatigue due to job related duties, non-compensable bodily injury, pregnancy, disease, or exposure to contagious diseases under



circumstances in which the health of other employees or the public would be endangered by attendance on duty. Medical leave with pay may be utilized to keep medical, optical or dental appointments. It may also be utilized for a maximum of one hundred twenty five (125) hours in any twelve-month period for illness of or injury to, a member of the immediate family residing in the employee's household. Medical leave shall be debited in one-hour units.

For purposes of medical leave, "immediate family member" shall mean a child, spouse, parents, brother, sister and grandparents. "Child" shall include a biological, adopted or foster child, a stepchild, a legal ward, or a child of a person standing "in loco parentis".

#### C. REPORTS ON CONDITION

When an employee finds it necessary to utilize medical leave, the employee shall notify his or her supervisor as soon as possible. An employee must keep his or her immediate supervisor informed of the employee's condition. An employee may be required to submit a medical record or certificate for any absence. Failure to fulfill these requirements may result in denial of medical leave.

#### D. FRAUDULENT USE

The Fire Chief may investigate any medical leave taken by an employee. False or fraudulent use of medical leave shall be cause for disciplinary action and may result in dismissal.

#### E. NOTIFICATION

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

#### F. MEDICAL LEAVE/FUNERAL LEAVE

Upon the death of a member of the employee's immediate family, an employee may utilize up to forty-eight (48) hours of funeral leave with the approval in advance of the Fire Chief. An extended leave may be granted upon the Fire Chief's approval. Any extended leave shall be granted with pay if the employee has medical or vacation leave available. If no such leave is available, the extended leave shall be without pay. For purposes of funeral leave, immediate family members shall be defined as parent, spouse, child, step-child, brother, sister, grandparent, grandchild, and in-laws.

#### G. COMPENSATION FOR UNUSED MEDICAL LEAVE AT RETIREMENT

In addition to Article VI, Section E, of this agreement, each employee upon retirement shall have a contribution made to their VEBA representing 38% of his or her accumulated medical leave not to exceed 1576 hours, the rate used for the contribution will be based on the employee's salary at the time of retirement. In the case of death, the medical leave benefit will be paid at the same rate as retirement and shall be paid to the employee's beneficiary or estate.

## H. FAMILY AND MEDICAL LEAVE ACT POLICY

This policy establishes the rights and obligations of the City of Grand Island and its employees with respect to leave necessary for medical care of employees and their families pursuant to the 1993 Family and Medical Leave Act more commonly referred to as FMLA.

An employee must be employed by the City for at least 12 months (the 12 months need not be consecutive) to be eligible to receive leave under this policy. Additionally, the employee must have worked at least 1,250 hours in the year preceding the date the employee seeks to start the leave.

Eligible employees are entitled to take up to 12 weeks of unpaid leave during a 12 month period for the following purposes: childbirth, adoption or placement of a foster child; or to care for a child, spouse, or parent with a serious health condition; or one's own serious health condition. A serious health condition means an illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice, or residential medical care facility; or continuing treatment by a health care provider. The City will observe a rolling 12-month period for purposes of tracking leave.

Employees requesting leave due to the birth, adoption, or placement of a foster child are required to provide written notice at least 30 days prior to the date that leave is anticipated to begin or as is possible if the event would occur earlier than anticipated.

Employees requesting family leave related to the serious health condition of themselves or a child, spouse, or parent may be required to submit a health care provider's statement verifying the need for such leave, the beginning and ending dates, and the estimated time required. Failure to provide required certifications may result in the denial of the leave or request for leave on an intermittent basis.

When both spouses are employed by the City, they are jointly entitled to a combined total of 12 weeks of leave if the leave is for the birth, adoption, or placement of a foster child or to care for a parent with a serious health condition.

Each spouse is entitled to 12 weeks of leave if the leave is due to his or her own serious health condition or to care for a son, daughter, or spouse with a serious health condition.

An eligible employee that is taking FMLA leave is required to use all accrued medical leave before going on unpaid status. The employee may choose, but is not required, to use accrued vacation and personal leave prior to taking leave on unpaid status.

**Benefits While on Leave** - During any period of leave under this policy, an employee's group health insurance coverage will be maintained at the same level and under the same conditions as before the leave began. Employees who normally made a contribution toward their health insurance coverage must continue to do so. If the employee has leave banks accrued and is using them, the employee's contribution will be collected in the same manner as if the employee were reporting to work. However, if the employee's leave banks have been exhausted, the employee must arrange with the Finance Department prior to the start of their leave, for the payment of the employee's share of the premiums and other voluntary deductions. Once an employee has

exhausted all leave banks, they will not accrue any other benefits. This includes vacation time, medical leave time, holidays and personal days.

Return to Duty – An employee who has taken leave for their own serious health condition, will be required to present certification of fitness for duty from a health care provider prior to returning to work. Failure to provide certification may cause denial of reinstatement.

Upon return to duty, an employee is entitled to restoration of the former position or an equivalent position with equivalent pay and benefits.

## **ARTICLE VII MILITARY LEAVE**

The provisions relating to military training leave are as provided by section 55-160 Neb. Rev. Stat. 1943 et. seq., as amended. The City will follow provisions relating to military leave as provided by Nebraska Statutes. Additional Active Duty Leave will be granted for members of the military when they have been called to active duty and the period as defined under State statute has expired. The eligible employee will receive pay for 2 additional pay periods, minus any hours that they are available to work during that period. Their health insurance benefits may remain in place at the same premium level for 3 additional calendar months at their request.

An employee will only be eligible to receive the additional Active Duty Leave one time during the course of a military action.

The City also recognizes and abides by the Family Military Leave Act as provided by Nebraska Statutes.

## **ARTICLE VIII COURT LEAVE**

### **A. WHEN AUTHORIZED**

An employee who is required to serve as a witness or juror in a federal, state, county, police, or municipal court, or as a litigant in a case resulting directly from the discharge of his or her duties as an employee, shall be granted court leave with full pay to serve in that capacity; provided, however, that when the employee is testifying in other litigation to which employee is a party, 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. If an employee is called as a witness for the City during off-duty time and such time does not coincide with the employee's scheduled tour of duty, such employee shall be paid for a minimum of two (2) hours.

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 employer's funds and any witness fees received from any other source shall be deposited with the City Finance Director if the employee is paid by the City for the time needed to testify.

D. ADMINISTRATIVE LEAVE

The Fire Chief may grant administrative leave with pay for the following purposes:

- To participate in examinations, funerals and activities directly related to his or her work.
- To compete for positions in the City Personnel System.
- To present grievances or appeals to a government official.
- To investigate a disciplinary issue.

The Fire Chief may not grant administrative leave in excess of fifteen days. The Mayor must approve requests for leave in excess of fifteen days.

**ARTICLE IX  
LEAVE WITHOUT PAY**

A. WHEN AUTHORIZED

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

Leave without pay may be granted to an employee for any good cause when it is in the interest of the department to do so. The employee's interests shall be considered when his or her record of employment shows the employee to be of more than average value and it is desirable to retain the employee even at some sacrifice. The chief administrative officer of the City may grant an employee leave without pay for a specified time not to exceed one month. This leave may be extended with approval of the chief administrative officer not to exceed one additional month. Any appointment made to a position vacated by an employee on leave without pay shall be governed by Civil Service Statutes.

**B. CONDITIONS OF USE**

Leave without pay shall be subject to the following provisions:

1. At the expiration of leave without pay, the employee shall return to the position held prior to the leave.
2. Vacation and medical leave credits and holiday pay shall not be earned during leave without pay.
3. A leave without pay shall not constitute a break in service, but time off will not be credited toward retirement.
4. Leave without pay for more than thirty days during the probationary period shall not be counted as part of that period, but the employee to whom such leave has been granted shall be allowed to complete the probationary period upon return from leave.
5. Failure to report promptly at the expiration of a leave of absence shall be considered a resignation.
6. A leave without pay shall not be allowed for an employee to work for another employer or for self employment.
7. A leave without pay may be granted to participate in union or legislative activities.
8. Employees must use leave banks prior to being on unpaid leave.

**ARTICLE X  
TEMPORARY DISABILITY LEAVE**

**A WHEN AUTHORIZED**

In the case of temporary disability of a firefighter 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 months from the date of injury or commencement of disability, except that if it is ascertained by the city that such temporary disability has become a disability as defined in this article, then the salary shall cease and he or she shall be entitled to the benefits for pensions in case of disability as provided in Neb. Rev. Stat. §16-1031, as revised.

**B. APPLICATION OF WORKERS' COMPENSATION**

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

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

must use medical leave for the initial seven days. If medical leave banks are not available other banks may be used. If no other leave is available, the City shall grant the employee temporary disability leave. If the disability continues for six weeks or longer, the employee will be credited with any sick or vacation leave taken during the initial waiting period.

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

The City of Grand Island will comply fully with the Worker's Compensation Program that has been established under State statute.

When accidents occur at work, they must be reported immediately to the supervisor and the appropriate paperwork filled out at that time and sent in to the office. A supervisor must have prior knowledge and approve a doctor's visit. A doctor's report may be required to substantiate the injury.

#### C. SUBROGATION

The City reserves a right of subrogation because of payment of temporary disability leave to any employee who is disabled or injured by a third party, and reserves the right to pursue collection from the employee of any money paid by the 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.

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 of such party until after receiving consultation and advice of the employee and a signed waiver to that effect.

#### D. LIMITATION OF LEAVE

Temporary disability leave will not be available to employees following twelve months from the original date of injury or date that disability begins absent express approval of the chief administrative officer of the City. The chief administrative officer may grant an extension of this time not to exceed six (6) months.

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

#### E. LIGHT DUTY

A light duty policy will be maintained by the City to accommodate employees who have been injured in the workplace to return to work as soon as possible. The commencement of light duty work and/or modified duty work shall be five (5) calendar days from the date of injury. Any changes in shifts to accommodate the light duty work shall be made in the interim. Any employee who is medically released for light duty may commence light duty work and/or

modified duty work earlier than the five (5) days from the date of injury if the employee is willing to do so. During the five day period between the date of injury and the beginning of light duty work and/or modified duty work, any employee who does not willingly return to light duty work who is released by a doctor to do so, shall be required to take medical leave for any regularly scheduled shifts that are missed. If medical leave is unavailable to the employee, vacation leave may be used in lieu of medical leave. Day one shall constitute the date of injury, and day six shall be the day the employee begins light duty work.

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

## **ARTICLE XI GENERAL PROVISIONS CONCERNING LEAVE**

### **A. ABSENT WITHOUT APPROVAL**

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

### **B. AUTHORIZED LEAVE FORMS**

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

## **ARTICLE XII PAYROLL DEDUCTION OF UNION DUES**

Upon receipt of a lawfully executed written authorization from an employee, which may be revoked in writing at any time, the City agrees to deduct the regular biweekly amounts specified therein from employee's pay for union dues. The effective date of such deduction shall be the second payroll following the filing of the written authorization by the employee with the Finance Director. The Finance Director will remit the collected union dues, together with a list of the employees' names for which the dues were deducted, to the official designated by the union, in writing, by the fifteenth day of the next succeeding month following the deduction. The City agrees not to withhold any initiation fees, assessments, special or otherwise, or any funds from an employee's pay for the benefit of the union other than regular union dues as set forth herein.

The union agrees to indemnify and hold the City harmless against any and all claims, suits, orders, or judgments brought or issued against the City as a result of any action taken or not taken by the City under this article.

## **ARTICLE XIII POLICIES AND BENEFITS**

### **A. DRUG-FREE WORKPLACE**

The City of Grand Island is committed to providing a safe work environment. The City absolutely prohibits the distribution, manufacture, possession, sale, use, transfer, transport or purchase of illegal drugs, or being under the influence of alcohol or drugs at the workplace or having any measurable amounts of alcohol or drugs such as those listed below in their system while at the workplace, on City premises, or in City vehicles. The standard cut-off limits are provided by the testing facility. Any violation of this policy is subject to discipline up to and including termination, for the first offense.

The substances that are prohibited include but are not limited to the following:

- Alcohol
- Cannabinoids (marijuana, hashish)
- Depressants (tranquilizers)
- Hallucinogens (PCP, LSD, designer drugs” etc.)
- Narcotics (heroin, morphine, etc.)
- Stimulants (cocaine, methamphetamines, etc.)

Any employee convicted of violating a criminal drug statute must inform the City of such a conviction (including pleas of guilty and no contest) within five days of the conviction occurring. Failure to inform the City will subject the employee to disciplinary action, up to and including termination for the first offense. By law, the City will notify the federal grant agency or contracting officer within 10 days of receiving such notice from an employee or otherwise receiving notice of such conviction.

The City reserves the right to offer employees convicted of violating a criminal drug statute in the workplace, the opportunity to participate in a rehabilitation or drug abuse assistance program, at the employee’s expense, as an alternative to discipline. If such an opportunity is offered and accepted, the employee must successfully complete the program before returning to their position as a condition of employment.

The City shall test all applicants who have been offered a position with the City prior to starting their new job. Job placement is contingent on the results of the drug testing. The City will test for the following substances for all new hires;

- Amphetamine/Methamphetamine
- Cannabinoids
- Cocaine metabolites
- Opiates
- PCP

The City reserves the right to test any employee that it has reasonable cause to believe is under the influence of alcohol or drugs while in the workplace.



## B. POLITICAL ACTIVITY

All employees may not interfere or use the influence of their office for political reasons. They shall not participate in any political activity during normal working hours or when otherwise engaged in the performance of official duties. No employee shall engage in any political activity while wearing a uniform required by the City. An employee may not represent themselves as an employee of the City while being involved in an outside political activity. Employees are urged to contact the Fire Chief to determine the degree of political involvement allowed. Employees may not be dismissed or disciplined because they refuse to make a contribution to a political organization.

## C. RESIDENCY

All employees, covered by this offer are required to reside within a thirty-five mile radius of the City of Grand Island. Employees who currently reside outside of this radius as of October 1, 2006 will not have to move into the required area. Those who do reside in the required area will not be allowed to move outside of the 35 mile radius. The 35 mile radius will apply to all members of the IAFF as of October 1, 2006. All newly hired employees shall have three months after completion of probation to comply with the residency requirements.

## D. NEPOTISM

Public trust, safety, and City morale require that the City maintain a policy that ensures a sense of fairness to the general public as well as internal employees when it comes to the relationships of its employees. In order to promote the efficient operation of the City and to avoid the formation of cliques, claims of sexual harassment, or gender-based discrimination and the blurring of professional and personal responsibilities, the following policy describes the rules for workplace relationships.

Regular status employees who are members of the same family are eligible for City employment provided that they are not in the same supervisory chain of command. No relative shall work within the same shift or station of the City, nor shall any relative work within any supervisory capacity of another relative on a daily basis. They may, however, be employed in different divisions of the same department or in different departments. For purposes of defining this policy, family members shall include; spouse, children, stepchildren, parents, grandparents, siblings, and in-laws of the same relation. For further clarification, supervisory positions in the chain of command are as follows: Fire Chief, Fire Operations Chief, Fire Prevention Division Chief, Fire Training Division Chief and Fire Captain.

In addition to family relationships, and for the same reasons mentioned above, employees involved in romantic and/or sexual relationships or dating must also observe the chain of command rules mentioned above.

Employees must notify the City if they are in violation of this policy. Notification shall remain confidential. If the City cannot accommodate a transfer request and one of the employees affected does not voluntarily resign to correct the violation, the employee with the least amount of seniority with the City will be asked to resign or be terminated.

## E. OUTSIDE EMPLOYMENT

Employees may hold other employment outside of City employment with prior approval from the Fire Chief as long as it does not interfere with the duties of the City job and does not conflict with the interests of the City.

## F. TUITION REIMBURSEMENT

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

Qualification Process – the Fire Chief based on the following considerations will make the determination of whether a request qualifies for the Tuition Reimbursement Program:

- Is there budget authority?
- Is the course job related?
- Is there supervisor approval?
- Is the employee requesting reimbursement eligible for other assistance programs?

Approval Process – To receive tuition reimbursement, the employee must submit a “Tuition Request Form”, which contains the qualification information listed above, as well as the employee’s financial request prior to beginning the course.

Reimbursement will be allowed for books and other fees. Tuition reimbursement is available only to regular full-time status employees. If the employee is eligible for other assistance programs, the City will provide secondary benefits only.

Reimbursement Process – Any employee requesting tuition reimbursement will submit a grade report indicating the grade received for the class that was taken. Reimbursement will be as follows:

A or B – 100%  
C – 80%

The Fire Chief will include the request for reimbursement in the next payroll period. Annual tuition reimbursement will be limited as follows:

Less than two years of service:	\$600.00
Two to five years of service:	\$1,000.00
Over five years of service:	No limitations

## G. BILINGUAL PAY

Employees who are proficient in an approved second language will be paid \$1,000 per calendar year, payable in the second check in November. In order for an employee to collect bilingual pay, the employee must be actively employed in November. The Fire Chief will determine whether bilingual skills are needed based upon the interaction of the department with the public. If bilingual skills are needed, the Fire Chief with the approval of the City Administrator will

determine which languages are “approved” based upon the needs of the department as they relate to the demographics of Grand Island.

A test will be given by the Human Resources Department to test the proficiency of the employees in each approved language before an employee is eligible for bilingual pay. The bilingual test will measure, among other things, an employee’s conversational ability.

Bilingual pay will be prorated based on the employee’s average hours worked. An employee that is hired as an interpreter will not be eligible for bilingual pay.

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

#### **A.     SURVEY**

A survey was done of the following array of cities to determine current labor market salaries for work performed in the various job classifications covered by this agreement: Fremont, Nebraska; Norfolk, Nebraska; North Platte, Nebraska; Salina, Kansas; Rapid City, South Dakota; and Council Bluffs, Iowa. Using the midpoint of survey results, the Union and the City established a pay range for each class of work under this agreement based on the survey.

#### **B.     2007-2008 FISCAL YEAR**

Rates of pay commencing on October 1, 2007, for work performed in the classes Firefighter, Paramedic and Captain under this agreement shall be determined by using the midpoint in the agreed upon salary survey, attached hereto as Exhibit “A”.

#### **C.     2008-2009 FISCAL YEAR**

Rates of pay will be adjusted by 3.25% on the first full pay period on or after October 1, 2008 for the positions of Firefighter, Paramedic, and Captain, see attached Exhibit B.

#### **D.     2009-2010 FISCAL YEAR**

Rates of Pay will be adjusted by 3.5% on the first full pay period on or after October 1, 2009 for the positions of Firefighter, Paramedic, and Captain, see attached Exhibit C.

#### **E.     FUTURE INCREASES IN PAY**

It is understood and agreed that payment of future rates is contingent upon the City adopting budget statements and appropriation or ordinances sufficient to fund such payments and salary

ordinances authorizing such payments. The Union acknowledges that the City must comply with the Nebraska Budget Act.

F. STEP PAY PLAN

1. Upon the effective date of this agreement employees will be considered for step increases using the following time schedule:

Step 1            Entry level;

Step 2 -9        Upon successful completion of twelve months of service in Step 1 of the job classification and each step thereafter;

\*Employees who were in step 8 of the previous pay scale as of 10/01/06 will move into step 9 (see Exhibit A) on the first pay period in January, 2008 (01/07/08).

2. 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/introductory employees' step adjustments, shall be effective on the first day of a pay period falling on or immediately following such adjustment.

3. Employees, prior to advancing in step or grade, shall be evaluated. Such evaluation shall take place at least yearly. For purposes of an increase in pay, other than cost of living increases, an employee must receive a satisfactory evaluation. Such evaluations shall be advisory and shall in no way require the granting of merit increases by the administration; but denial shall be in writing, showing cause for such denial. Should a merit increase be denied, a new evaluation shall be made six months from the date of the first evaluation.

4. Employees may be considered for more than a one-step increase when recommended by the Fire Chief and approved by the chief administrative officer.

5. In no case shall any employee be advanced beyond the maximum rate of the pay grade for his or her class of position.

6. When an employee is asked to work out of class for more than five full consecutive shifts, they shall be temporarily appointed to the position and receive compensation in the class for which they are working at the beginning of the sixth day. They will be compensated at a level in the new pay range that guarantees at least a 3% increase.

7. The City uses a payroll cycle that runs bi-weekly (every two weeks). Any employee that identifies a mistake in their paycheck should contact their supervisor and/or the Payroll Specialist so that it is brought to their attention for correction. The City makes every effort to correctly process its payroll and prohibits improper deductions. Any such errors will be corrected as they are identified.

8. **PROMOTIONS:** An employee who is promoted will be placed in the lowest step of his or her new pay grade that will permit an increase of at least 3%. After successfully completing the six-month introductory period in their new position, they may be reviewed by the Fire Chief for a step increase at this time.

9. DEMOTIONS: The pay of any employee who is demoted will be on the same step of the pay grade for the job classification to which the employee is being demoted.

10. INTRODUCTORY PERIOD: All employees shall serve an introductory period that shall not be less than six months. The introductory period is an essential part of the employment selection process. It gives the City and the employee the opportunity to make sure the job is a good fit. An employee's performance that does not meet required standards may be terminated without recourse within the introductory period. When it is determined that the services of the employee have not been acceptable, the Fire Chief shall notify the employee in writing of the date that the termination will be in effect. A performance report, together with a copy of the termination, shall be forwarded to the Human Resources Department and Chief Administrative Officer for approval.

A newly hired employee will accrue vacation during the introductory period, but it will not be considered "earned" until the introductory period is successfully completed. An employee that leaves the City's employ during the introductory period will not be compensated for the accrued vacation.

A performance evaluation and change of status form that requests that they be removed from the introductory status will signify successful completion of the introductory period. The Fire Chief may extend the introductory period upon written notification to the employee and the Human Resources Director.

While serving the introductory period, an employee may be appointed or promoted to a position in a different class. When this occurs, the employee will begin a new introductory period for the position to which he or she has been appointed or promoted to. The same is true for employees that request reassignment into a different position.

An employee may also serve additional introductory periods in the case of a promotion. When promoted, an employee will serve an introductory period that resembles that required for the original appointment.

## 11. REGULAR STATUS

Once an employee successfully completes their introductory period, the employee is then appointed to regular status.

# ARTICLE XV EMPLOYEE RELATIONS

## A. GENERAL

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

**B.     MEMBERSHIP IN UNION**

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 union membership.

**C.     DISCIPLINARY ACTION**

Disciplinary Action - Cause: cause for disciplinary action against any employee shall also include any cause so specified in the Personnel Rules or ordinances of the City of Grand Island and the rules and regulations of the City Civil Service Commission.

Disciplinary Action - Reprimand: The fire chief 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.

Disciplinary Action: It is agreed by the parties that all applicable provisions of the Grand Island City Code and the rules and regulations of the City Civil Service Commission are hereby made part of this agreement and by this reference made part hereof. An employee subject to disciplinary action may have a union representative, attorney, or other person present as the employee's representative during disciplinary proceedings as provided in the Civil Service ordinances and Personnel Rules of the City.

**ARTICLE XVI  
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 Union. 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 or omission; 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 or she has a justifiable grievance shall discuss the request or complaint within seven (7) calendar days with the Union Grievance

Committee. If the Committee determines that no grievance exists, then no further action is necessary.

2. Second Step - If the Committee determines that a grievance does exist, the Committee shall present the grievance, in writing, to the fire chief within ten (10) calendar days. The Fire Chief shall consider the grievance and notify the employee in writing within ten (10) 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 ten (10) calendar days after the decision of the Fire 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 or she may appeal, within thirty (30) calendar days after receipt of the City's decision, to a court of competent jurisdiction.

The grievant shall be granted, if requested, up to two (2) shift days leave without pay to prepare the petition. The grievant shall be granted, if requested, up to two (2) shift days leave without pay to present the case in court.

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**

An employee must obtain the permission of the immediate supervisor before leaving the job to present a grievance.

The time limits provided in this article shall be strictly construed. Unless an extension is agreed to by both parties, failure to comply with the deadlines set forth above shall result in the grievance being conceded by the offending party.

## **ARTICLE XVII OTHER BENEFITS**

### **A. INSURANCE**

The City agrees to provide medical, dental, and life insurance during the term of this agreement for the employee and employee's dependents at the following rates; Family coverage – 20% co-pay of premiums, 2/4 coverage – 18% co-pay of premiums, and single coverage – 7% co-pay of premiums. Present and future benefits provided under the general group insurance plan shall be accorded the Union as modified.

B. DISCONTINUANCE OF INSURANCE

1. Unless covered under the FMLA policy, an employee who is on a leave of absence without pay will be removed from coverage under the City's 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 or her return.

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

C. UNION BULLETIN BOARD

The City agrees to provide space for the union to erect one bulletin board in each fire station for the posting of notices pertinent to the good and welfare of the union.

D. UNIFORM ALLOWANCE

All uniformed employees will be paid \$40.33 per month for clothing and uniform allowance, which shall be in addition to the regular salary to which such employees are entitled. Said clothing allowance shall be paid by adding \$20.16 to the employees' paychecks twice per month.

The City will provide to all new hires upon completion of training, bunker gear which will consist of a coat, pants, suspenders, two pairs of gloves, two hoods, and one pair of boots chosen by the Fire Chief. All current employees will receive new bunker as is necessary to rotate out as determined by the Chief.

All new hires will be eligible for a 0% interest loan to acquire uniforms for an amount not to exceed \$500. The City will hold their monthly uniform allowance until the loan is paid in full. The employee will be asked to sign a promissory note to repay the City for the advancement of the uniform allowance.

If any such employee shall resign his or her employment, or be terminated for any reason whatsoever, he or she shall be paid clothing allowance on a pro rata basis, but no allowance shall be made for a fraction of a month. Bunker gear paid for by the City shall remain the property of the City.

E. SAFETY COMMITTEE

In the interest of safety for members of the bargaining unit, a safety committee is established. Said committee shall consist of five members: a City safety representative and four union representatives, one from each fire station. At least one firefighter, one paramedic and one captain shall be among the union representatives. The final or prime responsibility of the safety program lies with the Fire Chief.

The safety committee will meet at least every 60 days to review safety programs and to discuss safety programs and equipment in general. Life and health safety concerns, essential equipment,



and/or apparatus deficiencies will be noted and addressed in a timely manner. Copies of the minutes will be forwarded to the Fire Chief and the Union President.

F. INFECTIOUS DISEASE EXPOSURE: TESTING AND TREATMENT

The City agrees to provide tetanus boosters, hepatitis A, hepatitis B, and meningitis vaccinations, and tuberculosis testing and necessary follow-through without cost to the employee. The City agrees to pay for a baseline test for hepatitis C and follow-up treatment for documented exposure to infectious conditions acquired while on the job.

G. EXCHANGING WORK DAYS

Employees may be allowed to exchange workdays or work in place of an employee regularly scheduled for that day provided the exchange does not result in overtime for either employee. Requests for such an exchange must be submitted in writing not less than three (3) calendar days, if possible, prior to the proposed date of exchange and receive the approval of the fire chief.

H. INSURANCE COMMITTEE

The City agrees to establish and maintain an employee advisory committee to aid in obtaining health, medical, and dental insurance. IAFF representation will be included on this committee.

The City agrees to maintain a pre-tax contribution plan for medical and hospitalization insurance and dependent care.

**ARTICLE XVIII  
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 offer, nothing in the offer 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.
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.

## **ARTICLE XIX GENERAL PROVISIONS**

### **A. 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.

### **B. MATTERS NOT SPECIFICALLY MENTIONED**

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

### **C. 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 union agrees that it shall deal with City only through the chief administrative officer of the City or designated representative.

### **D. UNION MEETINGS**

Union meetings shall be held at a location other than the City's fire stations.

E. UNION CREDENTIALS

No representative of the Local 647 Union shall be permitted to come on any job site of the City for any reason without first presenting his or her credentials to the chief administrative officer of the City, or the Fire Chief, and obtaining permission.

F. UNION SOLICITATION

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

G. 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.

H. UNION INTERFERENCE

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

I. PAY STEP UPON DEMOTION

An employee who fails to satisfactorily perform the duties of a classification into which he or 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.

J. PHYSICAL FITNESS PROGRAM

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

K. FIRE CHIEF

All references herein to the Fire Chief shall mean the head of the department of the City of Grand Island to which the employees covered under this agreement are assigned. The term "Fire Chief" shall include any duly authorized representative acting on behalf of the Fire Chief in accordance with the rules and regulations of the City.

**ARTICLE XX  
STRIKES AND LOCKOUTS**

A. STRIKES

Neither the union 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 union 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 union authorization, the union 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 union sanction may be summarily discharged or disciplined by the City.

B. LOCKOUTS

The City will not lock out any employee during the term of the offer as a result of a labor dispute with the union.

**ARTICLE XXI  
DURATION OF OFFER**

A. EXPIRATION

All of the terms, rights, obligations, benefits, and conditions of this offer will expire on September 30, 2010.

B. TERM

This labor agreement shall commence upon ratification by both parties and shall be retroactive to October 1, 2007 and shall continue in full force and effect until Midnight, September 30, 2010. If a new and substitute agreement has not been duly entered into prior to the expiration date, all economic terms of the offer shall continue in full force and effect unless modified in accordance with 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.

**CIR WAIVER**

As a result of negotiations, and in consideration of this entire collective bargaining agreement, the Union, on behalf of all of its members, hereby knowingly, intelligently, and voluntarily waives its right to file any proceedings with the Nebraska Commission of Industrial Relations (CIR) alleging lack of comparability with respect to any wages, fringe benefits or any other conditions of employment with respect to the time period between October 1, 2007 through September 30, 2010.

**ARTICLE XXIII  
SEVERABILITY**

If any of the provisions of this offer 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 offer shall remain in full force and effect for the duration of this offer.

**ARTICLE XXIII  
SCOPE OF AGREEMENT**

**A.     COMPLETE AGREEMENT**

This constitutes the complete agreement concerning all proper subjects of collective bargaining for the duration of the labor agreement period and supersedes all previous agreements. There are no oral agreements nor is this Agreement based upon any oral representation covering the subject matter of this Agreement.

**B.     INTERPRETATION**

This Offer has been extended and will be implemented 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 Offer shall be adjudged in accordance with the statutes and laws of the State of Nebraska and of the United States of America.

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

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

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

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

**INTERNATIONAL ASSOCIATION OF FIREFIGHTERS  
AFL-CIO, LOCAL 647,**

\_\_\_\_\_  
President, Scott Kuehl

# PROPOSED SALARY TABLE

## IAFF

EXHIBIT A		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
FF/EMT	Hourly	11.5900	12.1423	12.7209	13.3271	13.9621	14.6274	15.3244	16.0546	16.8196
	5005 Bi-weekly	1,251.72	1,311.37	1,373.86	1,439.33	1,507.91	1,579.76	1,655.04	1,733.90	1,816.52
	5006 Monthly	2,712.06	2,841.30	2,976.70	3,118.55	3,267.14	3,422.81	3,585.92	3,756.78	3,935.79
	Annual	32,544.72	34,095.62	35,720.36	37,422.58	39,205.66	41,073.76	43,031.04	45,081.40	47,229.52
FF/PARA	Hourly	12.9400	13.5107	14.1065	14.7286	15.3781	16.0563	16.7644	17.5037	18.2756
	5010 Bi-weekly	1,397.52	1,459.16	1,523.50	1,590.69	1,660.83	1,734.08	1,810.56	1,890.40	1,973.76
	5011 Monthly	3,027.96	3,161.51	3,300.92	3,446.50	3,598.47	3,757.17	3,922.88	4,095.87	4,276.48
	Annual	36,335.52	37,938.16	39,611.00	41,357.94	43,181.58	45,086.08	47,074.56	49,150.40	51,317.76
CAPTAIN	Hourly	15.6000	16.2505	16.9281	17.6340	18.3693	19.1353	19.9332	20.7644	21.6303
	5015 Bi-weekly	1,684.80	1,755.05	1,828.23	1,904.47	1,983.88	2,066.61	2,152.79	2,242.56	2,336.07
	5016 Monthly	3,650.40	3,802.61	3,961.17	4,126.35	4,298.41	4,477.66	4,664.38	4,858.88	5,061.49
	Annual	43,804.80	45,631.30	47,533.98	49,516.22	51,580.88	53,731.86	55,972.54	58,306.56	60,737.82

# PROPOSED SALARY TABLE

## IAFF

EXHIBIT B		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
FF/EMT	Hourly	11.9667	12.5369	13.1343	13.7602	14.4159	15.1028	15.8224	16.5764	17.3662
	5005 Bi-weekly	1,292.40	1,353.99	1,418.50	1,486.10	1,556.92	1,631.10	1,708.82	1,790.25	1,875.55
	5006 Monthly	2,800.20	2,933.65	3,073.42	3,219.88	3,373.33	3,534.05	3,702.44	3,878.88	4,063.69
	Annual	33,602.40	35,203.74	36,881.00	38,638.60	40,479.92	42,408.60	44,429.32	46,546.50	48,764.30
FF/PARA	Hourly	13.3606	13.9498	14.5650	15.2073	15.8779	16.5781	17.3092	18.0726	18.8696
	5010 Bi-weekly	1,442.94	1,506.58	1,573.02	1,642.39	1,714.81	1,790.43	1,869.39	1,951.84	2,037.92
	5011 Monthly	3,126.37	3,264.26	3,408.21	3,558.51	3,715.42	3,879.27	4,050.35	4,228.99	4,415.49
	Annual	37,516.44	39,171.08	40,898.52	42,702.14	44,585.06	46,551.18	48,604.14	50,747.84	52,985.92
CAPTAIN	Hourly	16.1070	16.7786	17.4783	18.2071	18.9663	19.7572	20.5810	21.4392	22.3333
	5015 Bi-weekly	1,739.56	1,812.09	1,887.66	1,966.37	2,048.36	2,133.78	2,222.75	2,315.43	2,412.00
	5016 Monthly	3,769.05	3,926.20	4,089.93	4,260.47	4,438.11	4,623.19	4,815.96	5,016.77	5,226.00
	Annual	45,228.56	47,114.34	49,079.16	51,125.62	53,257.36	55,478.28	57,791.50	60,201.18	62,712.00

# PROPOSED SALARY TABLE

## IAFF

EXHIBIT C		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
<b>FF/EMT</b>	<b>Hourly</b>	12.3855	12.9757	13.5940	14.2418	14.9205	15.6314	16.3762	17.1566	17.9740
	<b>5005 Bi-weekly</b>	1,337.63	1,401.38	1,468.15	1,538.11	1,611.41	1,688.19	1,768.63	1,852.91	1,941.19
	<b>5006 Monthly</b>	2,898.20	3,036.32	3,180.99	3,332.57	3,491.39	3,657.75	3,832.03	4,014.64	4,205.91
	<b>Annual</b>	34,778.38	36,435.88	38,171.90	39,990.86	41,896.66	43,892.94	45,984.38	48,175.66	50,470.94
<b>FF/PARA</b>	<b>Hourly</b>	13.8282	14.4380	15.0748	15.7396	16.4336	17.1583	17.9150	18.7051	19.5300
	<b>5010 Bi-weekly</b>	1,493.45	1,559.30	1,628.08	1,699.88	1,774.83	1,853.10	1,934.82	2,020.15	2,109.24
	<b>5011 Monthly</b>	3,235.81	3,378.48	3,527.51	3,683.07	3,845.47	4,015.05	4,192.11	4,376.99	4,570.02
	<b>Annual</b>	38,829.70	40,541.80	42,330.08	44,196.88	46,145.58	48,180.60	50,305.32	52,523.90	54,840.24
<b>CAPTAIN</b>	<b>Hourly</b>	16.6707	17.3659	18.0900	18.8443	19.6301	20.4487	21.3013	22.1896	23.1150
	<b>5015 Bi-weekly</b>	1,800.44	1,875.52	1,953.72	2,035.18	2,120.05	2,208.46	2,300.54	2,396.48	2,496.42
	<b>5016 Monthly</b>	3,900.95	4,063.63	4,233.06	4,409.56	4,593.44	4,785.00	4,984.50	5,192.37	5,408.91
	<b>Annual</b>	46,811.44	48,763.52	50,796.72	52,914.68	55,121.30	57,419.96	59,814.04	62,308.48	64,906.92



RESOLUTION 2007-307

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor is hereby authorized to execute the Labor Agreement by and between the City of Grand Island and the International Association of Firefighters, Local No. 647, for the period of October 1, 2007 through September 30, 2010.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska on November 27, 2007.

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

Attest:

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

Approved as to Form ? _____ November 21, 2007 ? City Attorney
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# City of Grand Island

Tuesday, November 27, 2007

Council Session

## Item J1

**Approving Payment of Claims for the Period of November 14,  
2007 through November 27, 2007**

*The Claims for the period of November 14, 2007 through November 27, 2007 for a total  
amount of \$4,939,104.32. A MOTION is in order.*

Staff Contact: David Springer