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# City of Grand Island



**Tuesday, January 08, 2008**

## **Council Session Packet**

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### **City Council:**

**Tom Brown  
Larry Carney  
John Gericke  
Peg Gilbert  
Joyce Haase  
Robert Meyer  
Mitchell Nickerson  
Bob Niemann  
Kirk Ramsey  
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 - Pastor Bev Lanzendorf, First United Methodist Church, 4190 West Capital Avenue**

**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, January 08, 2008**

**Council Session**

## **Item C1**

**Presentation of Electric Transmission Study by Advantage Engineering**

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

# **Council Agenda Memo**

**From:** Gary R. Mader, Utilities Director

**Meeting:** January 8, 2008

**Subject:** Presentation of Transmission Line and Substation Engineering Study

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

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

## **Background**

The Electric Department has electric distribution substations connected at various distances along a 115 kV transmission loop. The loop generally runs along the outer edge of the urban area, providing power to the substations and providing power supply redundancy by use of the looped configuration. A map of the transmission system is attached for reference. Substations reduce voltage from the 115,000 volt level to 13,800 volts for distribution to individual customers across the City. Substations "E," located north of Swift on the east side of the loop, and "F," located north of Menards on the west side of the loop, are the newest substations. They were placed in initial service in 2001, and completed in 2007. The City and its electric demand continue to grow.

Power Generation and regional interconnections to NPPD are concentrated on the south side of the transmission system loop. The northern portion of the transmission loop has no interconnections. And while it can sustain a single line segment loss contingency any additional failure could result in loss of several major substations, resulting in power loss to major portions of the City. With power plant and regional grid interconnections, the southern portion of the transmission loop has more redundancy.

Recognizing that the City is continuing to grow, that future transmission line construction will occur and that reliability improvement is always important, Substations "E" and "F" were constructed with provisions to accept additional 115 kV transmission interconnections. In the long range plan of the Electric Department, these substations are designed for new transmission interconnections as future load growth may require.



## **Discussion**

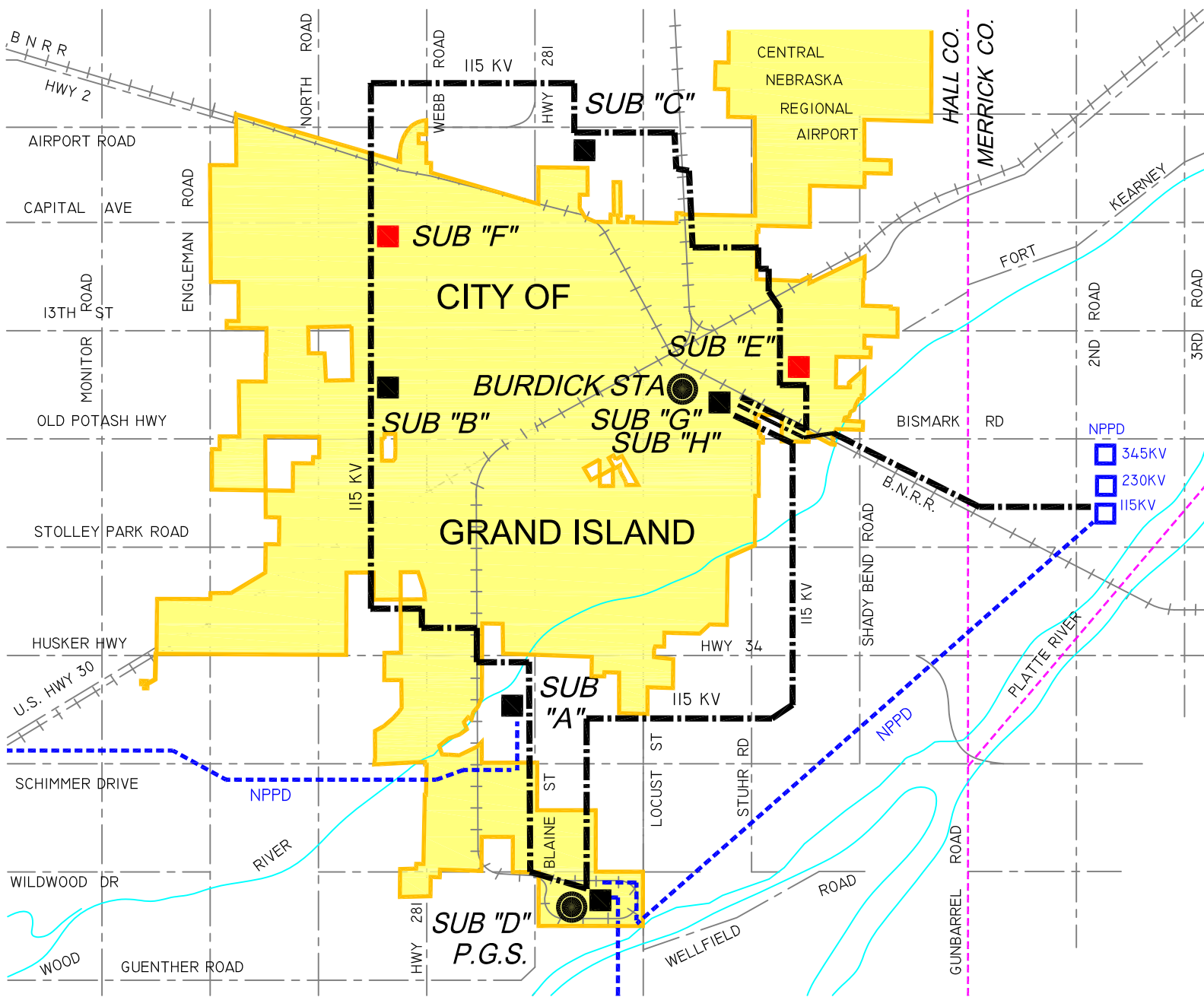
Transmission system improvements and substation additions are crucial, interrelated elements of the electric system. It is advantageous to combine future growth planning, line routing, right-of-way acquisition, financing, engineering and construction of these major components in a coordinated long-term plan, recognizing that it might take ten years, or more, for completion. The Electric Department is not staffed for engineering design undertakings of this magnitude.

Therefore, in February of 2006, Requests for Proposals to provide Transmission Line and Substation Engineering Services was issued. The engineering services contract was awarded to Advantage Engineering, Inc.






Since early 2006, that firm has been engaged in the analysis of the City's electric system, evaluating methods to meet continued City growth in a coordinated manner over time, with focus on improving overall system reliability as improvements are required.

## **Presentation**

Advantage Engineering has completed the Transmission and Substation System Study. That study is presented to Council at this meeting.



# **LEGEND**

-  EXISTING CITY POWER PLANTS
-  EXISTING CITY 115KV SUBSTATION
-  EXISTING CITY 115KV TRANSMISSION LINE
-  EXISTING NPPD 115KV SUBSTATION
-  EXISTING NPPD 115KV TRANSMISSION LINE





# **City of Grand Island**

**Tuesday, January 08, 2008**

**Council Session**

## **Item E1**

**Public Hearing on Generalized Redevelopment Plan for CRA Area  
#6**

**Staff Contact: Chad Nabity**

# **Council Agenda Memo**

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

**Meeting:** January 8, 2008

**Subject:** Generalized Redevelopment Plan for CRA Area #6

**Item #'s:** E-1 & G-6

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

## **Background**

The Grand Island City Council declared this area blighted and substandard at their meeting on October 9, 2007.

The enclosed plan was prepared by RDG Planning and Design as part of the blight study for this area.

This study does not specifically approve any Tax Increment Financing (TIF) projects but does provide general redevelopment plans for various locations within the study area. TIF could be used to implement any of these generalized plans.

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 December 5, 2007. The CRA passed a resolution approving the plan and recommending approval to the City Council at their meeting on December 6, 2007.

## **Discussion**

Approval of this generalized plan sets 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 could include acquisition and demolition, public utilities improvement, road and transportation improvement and others.

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 #6.

## **Sample Motion**

Move to approve the Resolution and generalized redevelopment plan.

December 6, 2007

Honorable Margaret Hornady, Mayor  
And Members of the Council  
City Hall  
Grand Island, NE 68801

Dear Mayor and Members of the Council:

**RE: Generalized Redevelopment Plan for Blight & Substandard Area #6**

At the regular meeting of the Regional Planning Commission, held December 5, 2007, the above item was considered following a public hearing. This plan specifies general actions that can be taken by the CRA with regard to redevelopment in this area and gives general guidance for additional redevelopment by private parties in this area..

Nabity said this is consistent with zoning and future land use map for the City of Grand Island and recommended approval.

No members of the public were present to comment on the proposed redevelopment plan. A letter from Dan Fogland, owner of CopyCat Printing was presented to the Planning Commission. Mr. Fogland expressed concern over the impact of an underpass at the Broadwell crossing on his business, parking for his business and customer access to his business.

A motion was made by Amick 2<sup>nd</sup> by Ruge to recommend approval of the Generalized Redevelopment Plan for Area #6 finding that the plan, as presented, is consistent with the Grand Island Comprehensive Plan.

A roll call vote was taken and the motion passed with 10 members present (Amick, Reynolds, O'Neill, Bredthauer, Snodgrass, Monter, Haskins, Miller, Ruge, Hayes) voting in favor.

Yours truly,

Chad Nabity AICP  
Planning Director

cc: Community Redevelopment Authority



**RDg...**  
PLANNING • DESIGN

# Grand Island **Neighborhood Redevelopment Plan**

Redevelopment Area Number 6

**Prepared For:** The City of Grand Island &  
The Community Redevelopment Authority

November 2007

## Introduction

This plan focuses on the north central portion of Grand Island and the neighborhoods around the Broadwell, Eddy, and 2nd Street corridors. As stable working class neighborhoods these areas historically provided jobs, housing and shopping to local residents. However, over the years the neighborhoods have changed and face new challenges. Specifically:



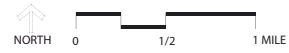
- ▶ Growth along the Highway 281 corridor, west of the study area, has attracted much of the city's contemporary retail growth. Conestoga Mall, restaurants, and big box retailers along the highway have shifted some shoppers away from the study area. Although Skagway retains a strong market presence, other smaller retailers have struggled.
- ▶ The area still experiences a significant amount of visitor traffic, including visitors to the Veterans Administration Hospital and truck traffic along Eddy and Broadwell. However, this potential business traffic is often untapped.
- ▶ Frequency on the Union Pacific Railroad has increased dramatically over the years, creating traffic congestion problems at the Broadwell crossing and the intersecting Third and North Front Streets. The Eddy Street underpass provides an alternative to this surface crossing. However, during heavy rainfalls this underpass may be inundated.
- ▶ Land use conflicts exist, specifically around the railroad corridor where housing is located adjacent to light industrial uses and the impact of the railroad.

Despite these issues, the north-central portion of Grand Island retains a strong residential base. The recent success of the South Locust Street redevelopment has helped residents visualize new possibilities for the north-central area. With the completion of an area-wide redevelopment plan, these neighborhoods can use economic incentives that will add energy and stability to the area. This concept plan identifies new opportunities for the study area neighborhoods. Possibilities include new development concepts, visual and functional improvements, urban design features, and other strategies that capitalize on the area's strengths.



# Grand Island, Nebraska

Figure 1: Study Area



- Study Area
- City Limits

## Sub-Areas

1. Five Points
2. Broadwell Street
3. 2nd Street
4. Eddy Street

RDG Planning & Design  
900 Farnam St. Suite 100 Omaha, NE 68102  
2007

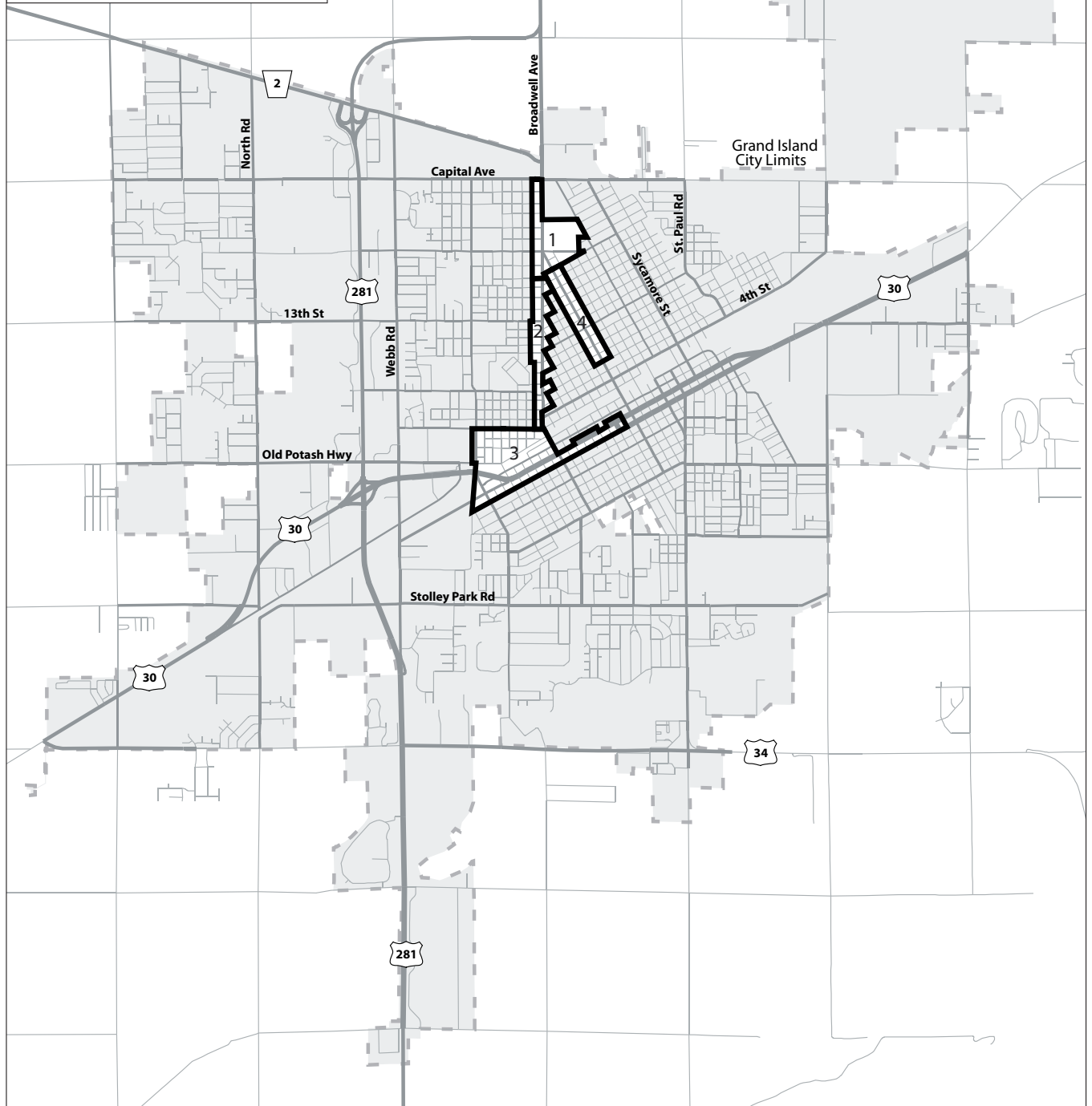
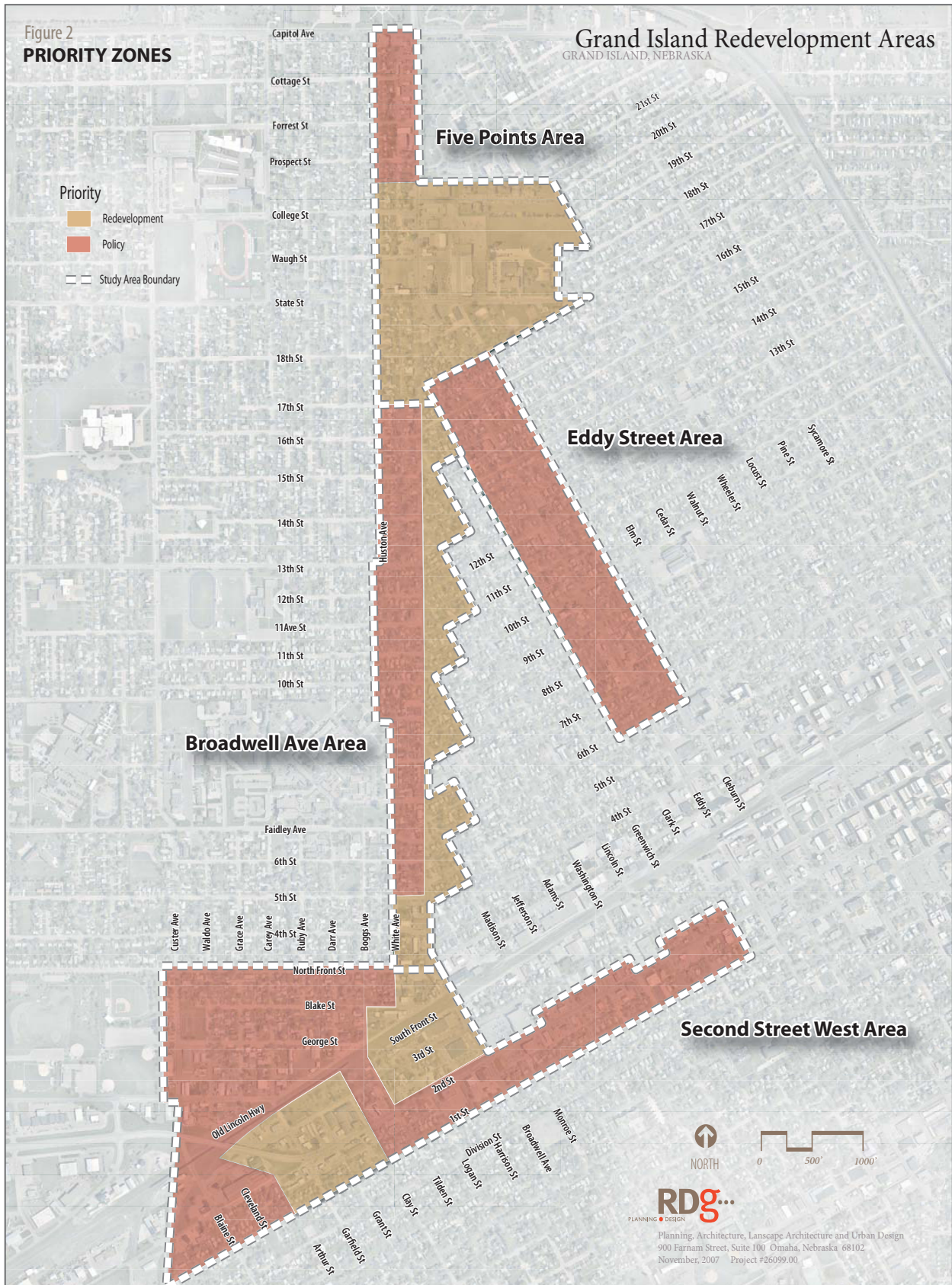


Figure 2  
**PRIORITY ZONES**





## Existing Conditions

This discussion addresses major features existing in the planning area and includes land use patterns, and transportation context.

### Land Use Patterns

The Grand Island Redevelopment Area Number 6 covers just over 412 acres and can be divided into four distinct sub-areas. The full legal description of these areas is located in the Blight Declaration but can be generally described as:

- ▶ The Five Points Area, defined by Capital on the north between Huston and Broadwell Avenues and the south side of the Veterans Administration from Broadwell to Wheeler Street; Wheeler to 18th Street, 18th Street to Walnut Street, Walnut to State Street, State to 17th Street, 17th to Huston Ave; and Huston as the western boundary.
- ▶ The Broadwell Area, bounded by Huston and White Avenues on the west, 17th Street on the north, North Front Street on the south, and a zigzag pattern on the east following Madison, Jefferson, Adams, Washington, Lincoln, Greenwich and Clark streets.
- ▶ Eddy Street Area, bounded 17th on the North, Clark Street on the west, 6th Street on the south, and Cleburn Street on the east.
  - ▶ Second Street West Area, defined by North Front Street, Broadwell, 2nd Street, Clark Street, 1st Street, and Custer Avenue.

Map 1 illustrates current use of land in the study area. The discussion below describes the land use character of each subarea.

### Five Points

The Five Points subarea is centered at the intersection of State, Broadwell and Eddy Streets, creating the five point intersection for which the area is named. Five Points has much of the study area's most substantial commercial development, situated near stable single-family housing. North of State, Broadwell Avenue's west side accommodates a mixture of uses, including both residential and service-oriented commercial. Skagway and other commercial uses dominate the east side of the street south of the VA Hospital. Huston Avenue frontage is primarily single-family, with the exception of a carwash at the corner of Huston and Capital Avenues. Grand Island Christian School is located at the northwest corner of State and Broadwell, and includes a substantial open area.



The Five Points area north of State has significant aesthetic and functional issues. Most of the commercial area is hard-surfaced with poor pedestrian accommodation. Businesses located directly along Broadwell and State suffer from divided parking and poor access. Skagway in particular has a split parking lot, requiring two entrances and check-out areas in the store.

Blocks south of the Five Points intersection combine commercial, residential, and park uses. Commercial development is generally located between 18th and State Streets, between Broadwell and Cleburn. A Casey's convenience store is located on the triangle created by the divergence of Eddy Street and Broadwell Avenue. Casey's has optioned property and the current property owner has removed some houses to the south for the purpose of replacing the existing building. The character of the neighborhood becomes residential south of 18th Street. A fire station, storage, and a multi-family housing structure are located south of 18th Street.

The housing in the Five Points Area is structurally sound with some repair and site improvement issues. Repair issues include deteriorated siding, peeling paint, and damaged windows and roofs. Site

## EXISTING LAND USE







maintenance issues include storage of household materials on the property, poorly maintained landscaping, and vehicle storage.

## Broadwell Avenue

The Broadwell Avenue corridor is defined by the intersection of the city's two street grids. Broadwell and the area to the west were built on the surveyor's original section line grid pattern in ordinal directions, while plats east of Broadwell paralleled the Union Pacific. These "colliding grids" create complex intersections, small triangular blocks, and interrupted east/west access through the community. Residential uses dominate the Broadwell blocks between 5th and 17th Streets, with some commercial services scattered throughout. These businesses include a clinic, copier business, liquor store, and a vacant former convenience store. Most of the residential is single family, with some multi-family structures located between 8th Street and Faidley Avenue. The majority of residential units are structurally sound, with occasional site maintenance problems.

From Fifth Street south, Broadwell becomes more commercial in nature. Most area businesses are service-oriented, including such establishments as a convenience store, tire center, uniform supply, and appliance repair. Most buildings are in fair to good condition, with some occasional structural and site deterioration. Sites provide little landscaping, resulting in large hard-surfaced areas and limited accommodation for pedestrians. The Huston Avenue frontage includes stable single family housing with few site maintenance issues. The White Avenue blocks are also predominately single family, with larger multi-family structures at the corner of 6th and White. South of 5th Street businesses along Broadwell have expanded to the west, replacing housing between 5th and 4th streets.



As a local arterial, Broadwell Avenue will remain a mixed use corridor. The area's biggest challenges will include improving vehicular and pedestrian access along the seam of the two street grids, and expanding the aesthetic and green character of its commercial sites.

## Eddy Street

The Eddy Street corridor, bounded by Cleburn Street on the east and Clark on the west, is part of the railroad street grid and connects the downtown to the Five Points Area. The street functions as a local collector with an underpass at the Union Pacific tracks and truck access to the grain elevators along the rail line. As a former U.S. Highway, the corridor has a wider right-of-way, permitting a three-lane section. Higher volumes of traffic have attracted businesses and civic institutions to the corridor. From 17th to 6th streets businesses are scattered along the corridor, intermingled with single family residential units and a number of churches. The corridor's larger churches are located at 15th, 12th, and 10th streets. The older housing of the corridor is in good condition with scattered units needing repairs and site improvements. Businesses along the corridor have remained fairly stable with some site improvement issues.

## Second Street West

Second Street West is the largest of the four subareas in this study. Major transportation features of this area include the Union Pacific main line tracks and the large Highway 30 overpass. Commercial and service oriented businesses are the dominate land use south of the railroad tracks and along 2nd Street. Lots along Second Street east of Arthur are primarily commercial in use, bordered by older, stable single family residential facing First Street. Existing commercial uses along the corridor include banking, restaurants, auto services, and visitor services.

The 3rd and Broadwell corner includes large retail establishments with two major grocery stores and the Ace Hardware. The 3rd Street corridor is a mixture of residential, commercial and some light industrial on the far western edge of the study area. Memorial Park is also located between 3rd Street and the railroad tracks. Some of the housing in this area is marginal and conflicts with surrounding commercial and light industrial uses. North of the railroad the area is divided between residential and light industrial uses along George Street. Light industrial uses are located south of George Street and along the railroad. Some of these uses are housed in older, metal structures with significant amounts of outdoor storage, including inoperable vehicles and miscellaneous equipment. North of George Street, the area becomes more residential in nature. The single family homes are smaller and need more repair than in other parts of the study area. Residential upkeep and value may suffer from a lack of buffering between the light industrial and residential uses, conflicts do occur.

The railroad strongly influences local traffic patterns, with access across the tracks limited to three crossings between the western edge of Custer to Clark Street. The Custer and Broadwell crossings are both at-grade intersections, while Highway 30 crosses on an elevated structure above 3rd Street, the UP, and Custer Street. The 3rd and Broadwell grade crossing is one of the city's most difficult bottlenecks, worsened by the growing rail traffic. A grade separation has been discussed for this area and solutions are discussed later in this section. Any alternative should preserve the surrounding businesses to the greatest degree possible.

## Transportation Context

The Grand Island Redevelopment Area Number 6 has some of the city's busiest transportation corridors. These include the Union Pacific Railroad, 2nd Street/Highway 30, Broadwell Avenue, and Eddy Street. Second and Broadwell is one of the city's busiest intersections, with functional problems complicated by the adjacent UP grade crossing. Specific transportation issues to note in the area include:

- ▶ *Broadwell Crossing of the Union Pacific*, causing backups on Broadwell and along intersecting collector and even arterial streets. The resulting tie-ups sometimes induce motorists to detour through residential neighborhoods in an effort to get to the Eddy Street underpass.
- ▶ *The Two Grid System*. As mentioned above, Grand Island's intersecting grids come together along Broadwell Avenue. This



seam creates confusion and difficult turning patterns, as well as occasionally interesting urban spaces. These triangles provide opportunities to create community green spaces that can add to the attractiveness of this mixed use corridor.

- ▶ *The Five Points Intersection*. The intersection of Broadwell, State and Eddy is often viewed as a confusing intersection. Grand Island Senior High School is located to the west of the study area and brings a significant amount of traffic during peak school hours. This often makes turning movements difficult.
- ☒ *Pedestrian and Bicycle Access*. Access for pedestrians and bicyclists in the area is limited in some areas. Bicycle use of Broadwell Avenue and Eddy Street is prohibited, and cyclists and pedestrians are challenged by the Broadwell Avenue intersections. This is especially true at Five Points, with significant pedestrian demand. Pedestrian amenities also limit the access to Grace Abbott Park and commercial destinations in the area. On the other hand, State Street is a designated on-street bicycle route, and Grand Island's grid makes bicycle transportation on parallel, local streets quite inviting.

## Community Input and Visioning

To provide a better understanding of the opportunities and issues within the redevelopment area, the planning process engaged the community in several events. The first was a community presentation to explain the planning and redevelopment process and address concerns. The process also included one-on-one interviews and small group discussions with selected residents and businesses, and all residents were invited to share their thoughts and ideas for the area during four separate design workshops. This section provides an overview of the major themes that were highlighted at these sessions.

## Broadwell and Eddy Street Corridors

- These corridors should maintain their mixed use nature south of State Street. A mix of locally owned businesses with a strong residential base is what many see for the future of these corridors.
- Heavy truck traffic could be slowed with landscaping and traffic calming devices.
- There is some localized flooding in the Eddy Street area during heavy rainfalls. During these instances the Eddy Street underpass pumps the water out of the underpass and into the storm sewer system to the north. During large rain events the storm sewer system cannot handle the additional water and localized flooding has occurred.
- The area north of State is more commercially oriented than to the south and this will likely continue to be the pattern.

## Five Points Area

- The Five Points area should remain and grow as a strong commercial anchor.
- Significant untapped commercial opportunity with the VA and high school in close proximity.
- Need for additional restaurants in the area. These should be oriented toward visitors, especially family members and patients visiting the VA.
- The area is a gateway to the community and is beginning to look tired. Businesses are showing age and there is little street appeal.
- Traffic issues need to be addressed to support commercial growth in the area. However, redesigning the intersection is not necessarily the solution. Providing other solutions, including offering other routes for through traffic, an additional stop light at Broadwell and College, and light timing at the Five Points intersection were all seen as better solutions.
- The senior citizen market appears to be an untapped market for this area of the city.



## Broadwell South of North Front Street

- Redevelopment has to come with a new separated intersection.
- Businesses are difficult to access because of traffic volumes and congestion near the railroad. If possible, a grade separated intersection should preserve strong businesses like Sutter's Deli and Ace Hardware while also creating development opportunities.

## 2nd Street Area

- Addressing the Broadwell railroad crossing is important to this area.
- The large volume of traffic that moves through the 2nd Street corridor will continue to generate commercial demands.



## Neighborhood Opportunities

### Five Points Concept Plan

Five Points, the major neighborhood commercial node of Grand Island's north side, offers major opportunities for new development. For many years, this commercial intersection, along with Broadwell Avenue north to Capitol, has been anchored by Skagway, an unusual, locally-owned "big-box" retailer that combines a wide selection of groceries and general merchandise with the character and intimacy of a neighborhood business. Skagway's existing building is obsolete and no longer meets the requirements of contemporary retailing. Its floor plate is large and inefficient; parking is split into two lots, requiring two sets of check-outs at separate entrances; the store has poor visibility and access from surrounding streets; and the exterior of the structure is outdated. As a result, Skagway ownership hopes to replace the store with a new facility, a development that would reinvigorate the entire retail areas and stabilize the surrounding residential area. While a new Skagway development is the centerpiece of the revitalization of Five Points, it is just one element of a comprehensive strategy for this potential redevelopment area. This more comprehensive concept addresses real estate development site along with transportation and the public environment.

### Development Sites

The development opportunities envisioned by this concept plan include:

- ▶ A new Skagway with supporting retail development on a site between State Street and an extended College Street east of Broadwell. In this concept, the existing store would remain in place until completion of the new building. The structure would be oriented to the south, and a new front drive would align with Waugh Street. Parking with aisles in a north-south orientation would replace both existing parking and the existing banquet hall. New, street-oriented commercial buildings would define State Street and continue north along an extended Cleburn Street and a new parking area and drive between the proposed new Skagway site and Blessed Sacrament Church. These buildings could have a double row of storefronts. This plan incorporates Skagway's newer storage and refrigeration addition into the new structure. A gasoline and convenience outlet for Skagway would be located directly west of the proposed new store, with access from Broadwell. Full implementation of this plan requires assembly of most of the site south of College Street extended between Broadwell Avenue and the church property line.
- ▶ A realigned and extended College Street. College would be realigned to the north at the Broadwell intersection and extended east to Wheeler Avenue. This provides a badly needed east-west neighborhood connection that removes some pressure from the complex Five Points intersection, and provides better service to potential development sites. The existing bank south of Broadwell and College would remain, but its parking and site plan would be modified as part of transportation improvements in the project area.
- ▶ A new development of single-family attached homes or townhomes, located on the Blessed Sacrament Church property along the new College Street extension. Medians with narrow lanes would be used as a traffic-calming technique. In single-family attached configuration, this site comfortably accommodates 24 housing units.
- ▶ Rehabilitation of the Holiday Garden apartments north of the church property, with new housing developed on the vacant site within the development. The internal drive should be extended to the College Street extension, providing better access for residents and pedestrians. As part of a rehabilitation program, Holiday Gardens may be repositioned as a rent-to-own development, permitting residents to build equity through a set-aside of their monthly rent. Tax credits may be an ingredient of financing such a comprehensive rehabilitation and ownership conversion program.
- ▶ Redevelopment of the school site at the northwest corner of State and Broadwell, if the school chose to relocate. A redevelopment program for the site could include both retail and other





# Grand Island Redevelopment Areas

GRAND ISLAND, NEBRASKA

Proposed

Existing





# Grand Island Redevelopment Areas

GRAND ISLAND, NEBRASKA

Proposed

Existing







commercial uses oriented to Broadwell, with medium-density residential development to the west. Higher density residential uses will require below grade parking, incorporated into the building design.

- ▶ A new Casey's convenience store on the point of the Eddy and Broadwell intersection, replacing the existing building. The proposed siting would link 18th Street West between Eddy and Broadwell, improving neighborhood access to Grace Abbott Park and providing another local circulation alternative to the Five Points intersection.
- ▶ Additional private development projects along the west side of Broadwell Avenue north to Capital Avenue. These future projects would be catalyzed by the major Skagway project and other area improvements. Commercial development should:
  - Have a strong presence and orientation along Broadwell Avenue.
  - Avoid negative effects on adjacent residential blocks.
  - Following design guidelines that include high quality materials and windows along the street.
  - Orient buildings to corners, with parking at midblock when possible.

## Transportation and the Public Environment

While Five Points serves as a neighborhood retail area for the north side of Grand Island, many aspects of its public environment prevent it from fulfilling its potential to increase the value and quality of surrounding neighborhoods. The area suffers from poor street connections, requiring unnecessary use of the complex Eddy/Broadwell/State intersection. Properties are isolated from one another, and



suffer from poor pedestrian connectivity. For example, visitors to the Veterans Administration Hospital, a key business attractor in the district, have great difficulty walking to retailers at Five Points. Local circulation to parking is also improvised and very inefficient. Finally, the appearance of the public environment is poor – the Five Points intersection lacks design distinction or clarity and the overall streetscape is unattractive. The high level of awareness that citizens have of the district is not used effectively from a marketing perspective. The following elements of the Five Points concept plan are designed to address these issues.

- ▶ College Street should be extended from Broadwell to Wheeler, as mentioned above. This provides an important east-west neighborhood link and allows access to the high school without going through the Five Points intersection.
- ▶ 18th Street would be before Broadwell and Eddy, providing both motorist and pedestrians with a way to reach Grace Abbott Park, again without going through Five Points.
- ▶ The geometrics of the Five Points intersection would remain basically unchanged, but other local circulation improvements would reduce some of its congestion.
- ▶ Design and streetscape improvements, at Five Points would improve both safety and the sense of quality of the intersection. Specific features include:
  - Crosswalks defined by a contrasting paving surface, to both define clear pedestrian pathways and help manage traffic through the intersection.
  - Pedestrian oriented common areas at some of the points of the intersection. The triangles formed by the Eddy/Broadwell

convergence should be a major iconic feature, perhaps a fountain. New development at both the northeast and (if redeveloped) northwest quadrants of State and Broadwell should have a corner orientation, relating to these introduction places.

- The north side of State Street should provide diagonal parking and landscaped nodes, adjacent to the redeveloped Skagway site. State Street, as a designated on-street bike route, should include bicycle lanes. Diagonal parking adjacent to a bike lane should be done in a “back-in” configuration to maximize safety and visibility.
- The Broadwell streetscape should be improved between 18th Street and Capital Avenue. Features should include sidewalks with adequate setbacks to permit street landscaping; street trees and ground cover; a lighting system that includes both pedestrian and roadway scale lights, comparable to South Locust; special graphics noting the Five Points district and significant entrance situated at Capital. Similar features should be developed along the new College Street and State Street to Walnut Street.
- New pedestrian pathways, including:
  - A pathway from the Veterans Administration through Holiday Garden apartments, the western edge of the Blessed Sacrament Church residential development site and along the “parkway street” between the Skagway redevelopment project and the church, eventually leading to Grace Abbott Park. This part would be limited to the walk in front of the new Skagway store. It would connect the Veterans Administration, new housing, retail development, and an improved neighborhood open space.
  - A sidewalk along extended College Street.
  - A link for College Street extended into Holiday Garden apartments.

## Actions that Address Blighted Conditions

This major development program addresses blighted conditions by:

- ▶ Rehabilitating, redeveloping, and/or demolishing buildings that are exhibiting signs of deterioration or replacing buildings that are obsolete for their current use.
- ▶ Correcting deficiencies in the transportation system by creating new pedestrian, bicycle, and vehicular linkages.



- ▶ Enabling major commercial and mixed use development that will stabilize values in the surrounding neighborhoods and continue and expand convenience retail services.
- ▶ Assemble land that is inadequately platted and under multiple ownerships, for the benefit of the entire district.
- ▶ Rehabilitate housing that is currently under stress and providing opportunities for new population growth.

## Conceptual Project Costs

The following table presents a general statement of potential project costs. Costs are allocated by private and public components. Private costs include site preparation, landscaping and improvements on private property, and structures. Public costs include public realm investments such as streets, sidewalks, landscaping; site assembly; and public spaces. More specific project budgets should be included with subsequent redevelopment plans or redevelopment plan amendments for the site. It should be noted that tax increment financing (TIF) can be used to help finance all public costs and some categories of private cost.

## Five Points Concept ▶ *Potential Project Cost*

Project Item	Private Cost	Public Cost	Total Cost
Major single-tenant retail	\$6,500,000	\$300,000 (land acquisition)	\$6,800,000
New pads or multi-tenant retail, east of Broadwell	2,500,000	300,000 (land acquisition)	2,800,000
New commercial/mixed use buildings west of Broadwell, College to Capital	4,800,000		4,800,000
Mixed use development at school site	3,300,000		3,300,000
New convenience store	1,000,000		1,000,000
Blessed Sacrament housing	3,450,000		3,450,000
Holiday Garden attached homes	1,500,000		1,500,000
College Street extension		400,000	400,000
18 <sup>th</sup> Street extension		80,000	80,000
Five Points plazas		250,000	250,000
State Street redesign		75,000	75,000
<b>Total Cost</b>	<b>23,050,000</b>	<b>1,405,000</b>	<b>24,155,000</b>

The calculation below suggests a potential for nearly \$25 million in development, with a private investment in the range of \$23.5 million. The use of TIF or other redevelopment tools to assist one or more of the projects included in the concept will require a subsequent redevelopment plan or plan amendment.

## 2nd and Broadwell Concept Plan

The Broadwell corridor from 2nd to 4th street (with surrounding areas) is both an important commercial and light industrial node and a major transportation bottleneck. Here the surface crossing at Broadwell over the UP main line often backs traffic up, and is compounded by the closeness of the 2nd and Broadwell intersection, one of the city's busiest. A grade separation has been extensively discussed, but the type of facility and its impact on adjacent businesses have produced controversy. This concept integrates transportation options and development possibilities for this strategic area.

As discussed in the blight declaration section of this study, the 2nd and Broadwell vicinity displays many of the physical characteristics of blight, including underutilized land and poor site conditions. However, area redevelopment and enhancement begins with resolving transportation issues. This plan proposes specific actions that address issues of congestion, the railway crossing, and poor local circulation that also leave significant redevelopment possibilities. These actions include:

- ▶ A new underpass carrying Broadwell under the Union Pacific. An underpass takes less space and has more manageable economic and visual impact than an overpass. On the other hand, an underpass must contend with groundwater and evacuation of stormwater, and may be moderately more expensive to build.
- ▶ A recommended underpass alignment that curves slightly to the west of the current Broadwell alignment. This avoids possible demolition of businesses on the east side of Broadwell north of



# Grand Island Redevelopment Areas

GRAND ISLAND, NEBRASKA

Proposed

Existing



- 1 Broadwell Street Underpass
- 2 Commercial Redevelopment at 3rd & Broadwell
- 3 Realigned intersection of 3rd & Broadwell
- 4 Landscape buffering of Union Pacific Railroad lines
- 5 Existing business with access off North Front Street
- 6 Old Lincoln Highway connection to north front street
- 7 Improved intersection of North Front & Broadwell With new mixed use development
- 8 New Four-way intersection at 4th & Broadwell



the UP, including the signature Sutter's Deli in the historic dairy building.

- ▶ An underpass design that maintains an intersection at 3rd and Broadwell. Third Street is Downtown Grand Island's main street and is an attractive mixed use connection between downtown and Broadwell. In order to maintain full intersection access, 3rd Street will begin to drop slightly as it approaches the Broadwell intersection. This allows ramping on the Broadwell underpass to begin further south, producing a longer approach and more favorable grades.
- ▶ New streets and realignments that greatly improve access. Old Lincoln Highway North would be linked to a new roadway, following the alley between Broadwell and White and curving to Broadwell near the existing North Front Street intersection. North Front would be slightly realigned to the north to line up with the new street. The result is a continuous circulation north of the tracks that provides adequate length for the underpass approach.
- ▶ With possible redevelopment, a 4th Street west realignment that forms a right angled intersection with Broadwell. If the current used car lot were acquired, 4th west of Broadwell could be angled north to create a 90 degree intersection with a realigned street to the east.
- ▶ Diagonal parking along a realigned North Front Street, supporting Sutter's Deli and potential new retail development across the street.
- ▶ Incorporation of quiet zones at the Custer Street and Broadwell Avenue railroad crossings until a grade separation is accomplished.

## Redevelopment Opportunities

The transportation framework described above provides a number of new redevelopment sites, creating an opportunity for the lower Broadwell segment to evolve as a reinvigorated commercial and mixed use district. The four principal redevelopment sites create a new "four corners" business district at the new North Front and Broadwell intersection and include:

- ▶ Site 1, the southwest quadrant. A new commercial or mixed use building about 18,000 square feet (assuming two levels) could be developed surrounded by a public plaza, with supporting park-



ing to the south, adjacent to the railroad and accessed from the extended Old Lincoln Highway.

- ▶ Site 2, the southeast quadrant. Here, existing buildings are retained and enhanced. As Broadwell descends to the underpass the former street level sidewalk and building yards would become an outdoor dining deck to Sutter's Deli. Diagonal parking would be provided along the realigned North Front Street, serving businesses on the block. Monroe Street is extended into the site as a cul-de-sac, providing access to internal parking and service.
- ▶ Site 3, the northeast quadrant. Potential redevelopment suggests street orientated commercial or mixed use buildings relating to the realigned North Front and Broadwell. Businesses may be set back behind a relatively small landscaped front yard. Parking would be located behind street facing buildings, and accessed off Monroe Street.
- ▶ Site 4, the northwest quadrant. A new commercial or mixed use building would be located at the new North Front and Broadwell



intersection. Parking would be located to the north with access from Broadwell and North Front streets.

## The Public Environment

The evolution of this strategic area as an identifiable business district also includes significant improvements in the quality of the public realm. The concept plan suggests the following features:

- ▶ Effective street landscaping along Broadwell Avenue. This can help break up the mass of large parking lots on the 2nd to 3rd Street block, and create a physical environment that supports adjacent development in other parts of the potential redevelopment area.
- ▶ A central “preserve” incorporated into the proposed Broadwell underpass between 3rd and North Front Street. Articulating this central area can help to separate traffic streams and improve both the safety and appearance of the underpass roadway. This need not be a raised median, but could be a surface raised slightly above the street channels, articulated by a contrasting paving surface such as pavers, or even a stamped concrete pattern. Landscaping could be provided in a raised median. This treatment can also help to calm traffic as it approaches intersections at either end of the underpass.
- ▶ Plazas and public spaces at intersections. The development pattern proposed by the concept creates new buildings that define street corners. This provides safer access to parking lots and improved intersection stacking space. It also creates the potential for new public space at the proposed intersection of North Front and Broadwell. Similar development, as well as a significant green space, can also enhance the realigned intersection at 4th Street.



- ▶ Buffering and berms along the Union Pacific mainline, reducing casual access to the tracks and helping to reduce the impact of the railroad.
- ▶ Well-defined crosswalks, using clear markings or contrasting pavement materials at the 3rd, North Front, and 4th Street intersections.
- ▶ Quality aesthetic design for the underpass structure itself, making this important structure a strong design statement for the city. The superstructure of the project should express themes appropriate to the Union Pacific and western railroading.

## Actions that Address Blighted Conditions

This major development program addresses blighted conditions by:

- ▶ Rehabilitating, redeveloping, and/or demolishing buildings and sites exhibiting evidence of deterioration.
- ▶ Correcting deficiencies in the transportation system by addressing one of Grand Island's most difficult points of traffic hazard and congestion, and creating improved east to west traffic movement.
- ▶ Enabling major commercial and mixed use development that will stabilize values in the surrounding neighborhoods and continue and expand convenience retail services.
- ▶ Assembling land that is inadequately platted and under multiple ownerships, for the benefit of the entire district.
- ▶ Reducing noise impacts from the railroad.



## 2nd & Broadwell Cost ▶ *Potential Project Cost*

Project Item	Private Cost	Public Cost	Total Cost
Broadwell Avenue Underpass		\$8,000,000	\$8,000,000
Old Lincoln Highway relocation		325,000 (including acquisition of ROW)	325,000
4th Street realignment		145,000	145,000
Site1 redevelopment	\$1,900,000	250,000 (shared public/private land acquisition)	2,150,000
Site 2 improvement	\$250,000	210,000 (for public areas and parking)	460,000
Site 3 redevelopment	1,775,000 (assuming 2 levels)	225,000 (shared public/private land acquisition)	2,000,000
Site 4 redevelopment	2,650,000 (assuming 2 levels)	350,000 (shared public/private land acquisition)	3,000,000
Broadwell landscaping		100,000	100,000
<b>Total Cost</b>	<b>6,575,000</b>	<b>9,605,000</b>	<b>16,180,000</b>

### Conceptual Project Costs

The following table presents a general statement of potential project costs. Costs are allocated by private and public components. Private costs include site preparation, landscaping and improvements on private property, and structures. Public costs include public realm investments such as streets, sidewalks, landscaping; site assembly; and public spaces. More specific project budgets should be included with subsequent redevelopment plans or redevelopment plan amendments for the site. It should be noted that tax increment financing (TIF) can be used to help finance all public costs and some categories of private cost.

The calculation below suggests a potential for over \$16 million in development, with a private investment in the range of \$6.5 million. The largest project cost, accounting for about half of the total investment, is the proposed Broadwell underpass. A significant source of financing for this vital project will be Federal transportation

funds, and the Union Pacific Railroad is also a probable contributor. If the overpass is excluded from the redevelopment calculation, public cost is in the range of \$1.6 million, with funds being used to assist with land assembly and build the collector street system that supports substantial private development. As above, the use of TIF or other redevelopment tools to assist one or more of the projects envisioned by this concept will require a subsequent redevelopment plan or plan amendment.

### Second Street West Concept Plan

The Second Street West section of the overall study area presents opportunities for development that are compatible with its highway and railroad dominated environment. Redevelopment in the Second Street West area should focus on commercial, office, and light industrial uses, while establishing a clear boundary between these intensive activities and residential neighborhoods north of George Street and along and south of 1st Street. The plan calls for a



# Grand Island Redevelopment Areas

GRAND ISLAND, NEBRASKA

Proposed

Existing



- 1 Redevelopment of 2nd Street Block Face with improved alleys
- 2 Residential infill on existing parking lot
- 3 Redevelopment of existing businesses along 3rd Street, with access on facing Grant St.
- 4 Pedestrian connection between Memorial Park & Buechler Park
- 5 Redevelopment of the Garfield Street Closure.







gradual upgrade and redevelopment of underused sites in this area, where the personality of 2nd Street changes from an urban arterial to a higher-speed, limited access environment. These upgraded uses can also benefit from the development momentum and improved circulation achieved by recommended improvements around the 2nd and Broadwell intersection.

## Development Sites

The development opportunities envisioned by this concept plan include:

- ▶ Redevelopment or revitalization of the blocks on the south side of West 2nd Street between Clay and Garfield Streets. Current commercial properties are either vacant or are likely to experience right-of-way acquisitions with an upgrade of 2nd Street to a five-lane section that could limit continued operation. A reuse possibility envisions commercial or office buildings at the Clay and Grant Street corners, with parking to the west of each building. These new buildings would define their respective intersections, reinforcing the urban character of the street, while providing convenient adjacent parking. Parking lots would be accessed both from 2nd Street and from an improved alley to the south. Garfield Street north of 1st Street would become an outlet for the westernmost of these parking lots and the alley, and would not connect directly to 2nd Street. This eliminates a dangerous convergence of US 30, 2nd Street West, and Garfield.

The site concept also should preserve the integrity of West 1st Street as a residential street. New infill single-family houses would be built on the site of the current motel parking lot on 2nd and Clay, reinforcing the character of the adjacent neighborhood. In addition, new West 2nd Street development should include



landscaping along the improved alley to soften the residential edge between the highway corridor and the residential neighborhood.

- ▶ Revitalization of the existing motel between Arthur and Garfield Streets on the south side of West 2nd. This unusual building group marks a transition between the primarily residential street environment west of the 2nd Street and Highway 30 intersection and the commercial environments of the 2nd Street corridor to the east. While full redevelopment is a possibility, some communities have successfully breathed new life into older, architecturally significant motels by capitalizing on heritage themes such as Lincoln Highway lodging. A re-planning of this site could include converting all or part of the existing parking sandwiched between the buildings into a landscaped or recreational feature, and developing a new parking lot on the vacant part of the site east of Arthur Street. Site redevelopment should also include modernization of units and restoration of the motel's distinctive character.
- ▶ Redevelopment of the north side of 2nd Street between Grant Street and Highway 30. Current uses include automotive repair, convenience storage, and small-scale industrial uses. The site wraps around Memorial Park, a linear open space that runs between 3rd Street and the Union Pacific Railroad. A reuse concept envisions a small office or business park with buildings defining the Grant Street corners at 2nd and 3rd Streets. Parking opens off 3rd Street, and a pedestrian path would cross under the Highway 30 overpass ramp to connect 3rd Street and the proposed project to Arthur Street.
- ▶ Establishment of George Street between Darr Avenue and Custer Street, and Blake Street between Darr and Old Lincoln Highway as the edge between industrial and residential development. Re-

development financing may be used for acquisition of scattered houses remaining in this area and expansion and upgrade of industrial uses. In order to be eligible for future assistance, project applicants should at a minimum:

- Establish a landscaped buffer on the south side of George west of Darr, the east side of Darr between Blake and George, and the south side of George between Darr and Old Lincoln Highway.
- Eliminate any outdoor storage exposed to casual view along street frontages.
- Follow design guidelines for new building projects or retrofits of existing structures.

## The Public Environment

The 2nd Street West concept is based in part on the proposed widening of US Highway 30 to a five-lane section east of the overpass landing. Redevelopment in this area is likely to be privately initiated, with the possibility of city assistance through tax increment financing available for project specific redevelopment plans consistent with the objectives of this concept. Components of the public environment that should be incorporated into project plans include:

- ▶ Improved streetscape along the 2nd Street/US 30 corridor.
- ▶ Continuous sidewalks and pedestrian paths along 2nd Street and north-south local streets. A major path should be developed along Arthur, crossing under Highway 30, and linking the neighborhood to 3rd Street and Memorial Park as part of redevelopment on the north side of 2nd Street.
- ▶ Upgraded alleys to provide access to new development on the south side of 2nd Street.
- ▶ Buffers along the industrial edge of George, Darr, and Blake to protect the integrity of primarily residential areas to the north.

## Actions that Address Blighted Conditions

This major development program addresses blighted conditions by:

- ▶ Redeveloping marginal commercial or industrial sites, including sites whose use may be affected by right-of-way acquisition.
- ▶ Over time, enabling acquisition and demolition of houses that are surrounded by industrial uses, and protecting residential areas from commercial or industrial encroachment.



- ▶ Assembling small sites into larger development parcels that permit landscaping and adequate parking.

## Broadwell Avenue Concept Plan

Broadwell Avenue connects this concept plan's two principal redevelopment nodes – Five Points to the north and Second and Broadwell to the south. In general, the street is a stable mixed use corridor, largely residential in character with commercial and civic uses along its length. The Grand Island Housing Authority's major housing complex, along with its administrative offices, is located one block west of Broadwell, with principal access from 7th and 8th Streets. Within the fabric of Grand Island, Broadwell is the seam that connects Grand Island's intersecting grids – the Downtown grid oriented to the Union Pacific and the balance of the city, aligned on ordinal directions. This intersection of grids along Broadwell creates a number of awkward and sometimes hazardous intersections and undevelopable parcels. Dedicated streets at the triangles also limit the function of existing site development.

The Broadwell Avenue concept does not anticipate major redevelopment. It is designed to help stabilize the neighborhood by



# Grand Island Redevelopment Areas

GRAND ISLAND, NEBRASKA

Proposed

Existing





# Grand Island Redevelopment Areas

GRAND ISLAND, NEBRASKA

Proposed

Existing







making minor functional improvements at intersections that also create small green spaces. These spaces can become landscaped and thematic elements of the street, punctuated by public art and plantings and improving the quality of the street environment. Public art along the corridor could be done on a consignment basis, providing an outdoor “sales gallery” that creates an amenity for the street and an opportunity for artists to display outdoor works.

The intersection redesign in some cases also adds unnecessary public right-of-way to adjacent private development, providing opportunities for off-street parking and building improvements. As a result, this group of small projects can increase traffic safety, enhance the pedestrian environment, create a more attractive street, and open possibilities for private property improvements.

## Development Sites

The project sites envisioned by this concept include:

- ▶ 18th and Broadwell. Clark Street would be closed between the existing alley that runs between 16th and 17th Street, and the Clark and Broadwell intersection. The street right-of-way would become a greenway and pedestrian path connecting 16th Street with Broadwell. A triangular open space created by the closure north of 17th Street would be landscaped as a small garden, and could provide a public art display opportunity.
- ▶ 15th and Broadwell. Greenwich Street would be closed between 15th Street and Broadwell Avenue, producing a triangular green space and public art display opportunity. A driveway serving an existing house would be reconfigured and extended to 15th Street.

- ▶ 13th and Broadwell. Lincoln Street would be closed between 13th Street and Broadwell. A portion of the right of way would provide needed off-street parking for the adjacent commercial building, owned by Nebraska Copy Machine. The lot would provide access for the existing east-west alley to 13th Street. A triangular green space is also created at 14th and Broadwell, providing additional street landscaping and a public art display opportunity.
- ▶ 11th and Broadwell. A vacant site on the northwest corner of these streets should be redeveloped with a neighborhood commercial use. New development should provide street yard landscaping along Broadwell.
- ▶ 10th and Broadwell. Tenth and Adams street would be connected and the existing access to Broadwell closed. Houses along 10th and Adams would now access Broadwell from 9th Street. The vacated intersection would be landscaped and would also provide a site for public art displays.
- ▶ 8th and Broadwell. Jefferson Street between 8th Street and Broadwell would be closed and the former right-of-way landscaped, providing a neighborhood green space and another public art opportunity.
- ▶ 6th and Broadwell. Madison Street would be closed between the nominal east-west alley between 6th and 7th Street and Broadwell. An existing garage access would be directed to Broadwell and the surplus right-of-way sold to adjacent houses.

## Actions that Address Blighted Conditions

This development program addresses blighted conditions by:

- ▶ Improving platting and increasing safety of local streets that intersect with Broadwell Avenue.
- ▶ Promoting spot redevelopment of vacant sites, and providing better parking or sites for adjacent commercial and residential uses.
- ▶ Improving the appearance of the street environment.
- ▶ Providing an arts theme for the street that can encourage further property investment.
- ▶ Acquisition with rehabilitation and/or demolition of substandard properties.

## Eddy Street Concept Plan

Eddy Street is another principal arterial connecting the edge of Downtown Grand Island with Five Points. Eddy is a particularly important street because its underpass at the Union Pacific avoids the delays experienced at the Broadwell Avenue crossing. Like Broadwell, Eddy is a mixed use corridor, somewhat more commercial in character than its counterpart to the west.

The Eddy Street concept does not anticipate major redevelopment. Projected projects or approaches to the corridor should:

- ▶ Improve the streetscape by upgrading landscaping in the relatively deep tree lawn on either side of the trafficway. Additional trees should be planted in open parts of this sidewalk setback, and damaged or dying trees should be removed.
- ▶ Provide sidewalk continuity by replacing deteriorated sidewalk segments.
- ▶ Encourage streetyard landscaping along parking lots and commercial sites.
- ▶ Promote upgrades of commercial uses by offering potential financing incentives such as tax increment financing. TIF should be directed to substantial commercial or mixed use projects. These projects should, at a minimum:
  - Establish a landscaped edge on the Eddy Street side adjacent to residential development on interior streets.
  - Provide expanded landscaping along Eddy Street.
  - Follow upgraded design guidelines for new building projects or retrofits of existing structures.
  - Avoid substantial impact or conflicts with adjacent residential properties.

## Actions that Address Blighted Conditions

This development program addresses blighted conditions by:

- ▶ Improving the quality of the Eddy Street public environment.
- ▶ Promoting spot redevelopment of underused or unattractive sites.
- ▶ Acquisition with rehabilitation and/or demolition of substandard properties.





December 3, 2007

Regional Planning Commission  
Community Redevelopment Authority  
100 East First Street  
Grand Island, Nebraska 68801

RE: Comments on the Redevelopment Plans  
for the 300 block of Broadwell Avenue,  
Grand Island

From: Dan and Chris Fogland  
Owners, Copycat Printing  
365 N. Broadwell Avenue

After reviewing the concept plans for the 300 block of Broadwell Avenue, we would like to submit the following input. The proposed underpass and development plan would obviously have a dramatic, adverse effect on our property and business. First of all, this underpass project is 30 - 40 years too late, as the town has long ago expanded west and more recently south. We should be spending money solving the dilemmas of the Broadwells of tomorrow. There is no further development in the interior of town, which is verified by the traffic counts that have actually DECREASED over the last 10 years in this Broadwell are. Why should we spend millions of dollars on an underpass now?

Comments on the Proposed Redevelopment Plan effecting Copycat Printing, 365 North Broadwell:

The proposed concept plan has not adequately addressed the need for access and parking on the east side of the 300 block of Broadwell. Our building would lose street access and parking on the west, which is where our customer parking is located, access to part of our employee parking, as well as the front entrance to our building. Our building is also land locked on our east and south sides, as Union Pacific Railroad owns the adjacent property. The proposed concept plan needs to address adequate access and parking for redevelopment to be viable in this area. Our building is approximately 22,000 square feet, the Sutter Deli building is approximately 11,000 square feet, and the warehouse located east of Sutter Deli is approximately 6,500 square feet. We'd suggest one of the two following scenarios: either (1) our building be removed to provide for development and parking for the two buildings on the north half of our block, or (2) the two buildings on the north be removed to provide for adequate development and parking for use of our building. A third scenario could be to remove all of the buildings, and then provide the land for a proper development that would fit the area. Some drawings are included to further explain our comments for the area affected by this plan.

We would ask that the Planning Commission and the Redevelopment Board amend the concept plan to accommodate adequate access and parking for the east side of the 300 block of Broadwell. Thank you for your consideration in this matter.

365 North Broadwell Ave.  
Grand Island, NE 68803-4753  
phone 308 384-8520  
toll free 800 400-8520  
fax 308 381-2657  
www.copycatprinting.com  
info@copycatprinting.com

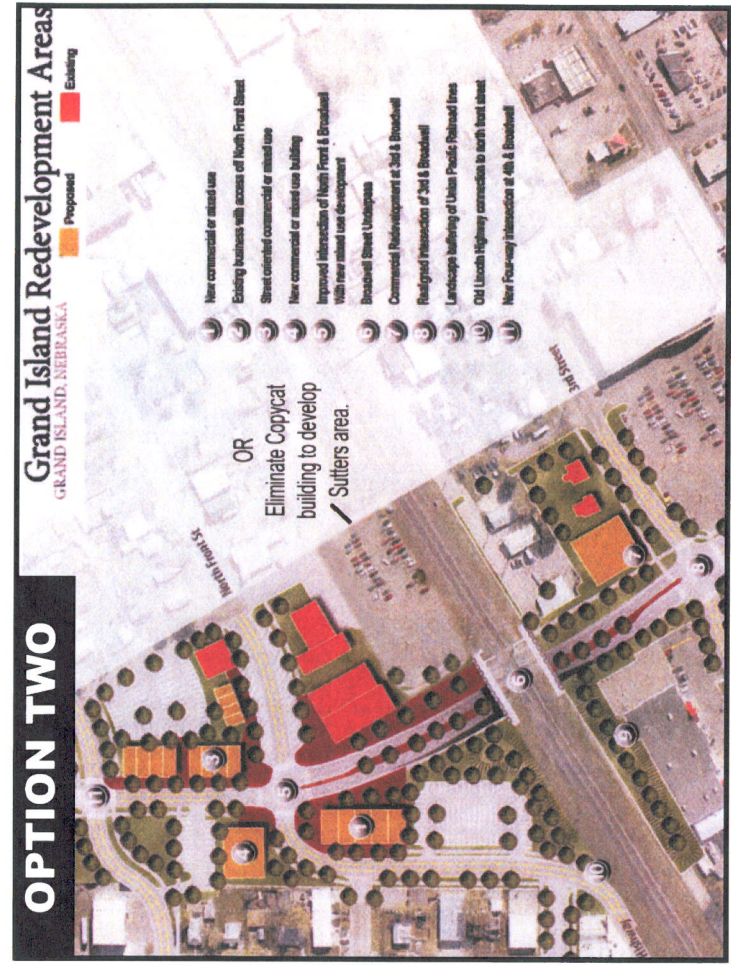
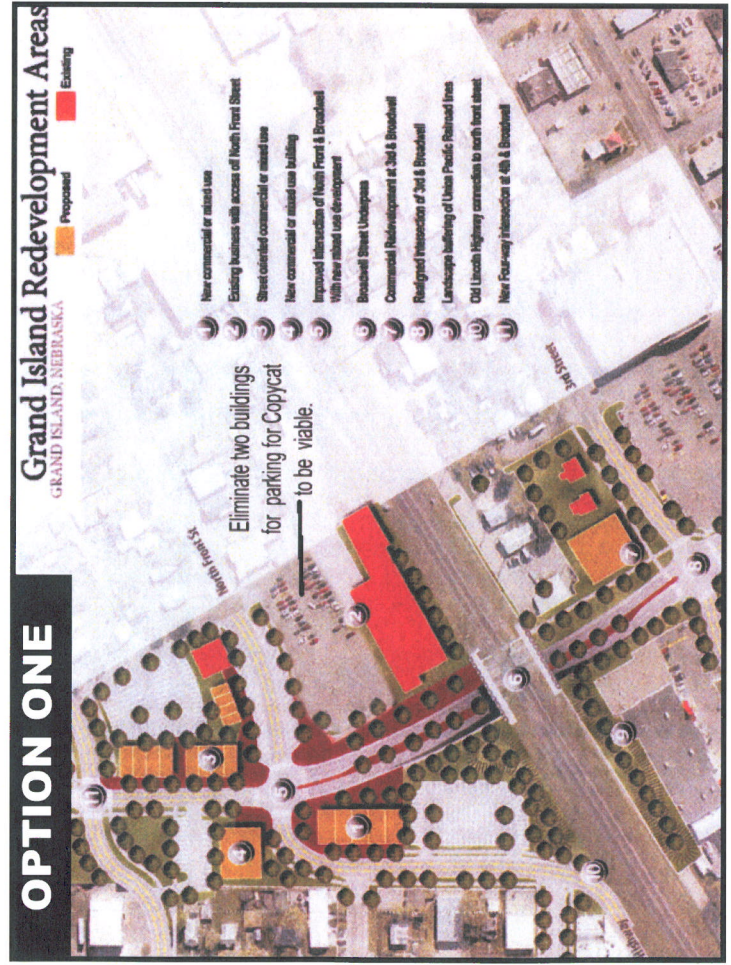
Sincerely,

  
Dan and Chris Fogland





## Attachment to comments - 365 North Broadwell - Copycat Printing







# **City of Grand Island**

**Tuesday, January 08, 2008**

**Council Session**

## **Item E2**

**Public Hearing on Amendment to the Generalized Redevelopment  
Plans for CRA Areas #1, #4, and #6**

**Staff Contact: Chad Nabity**

# **Council Agenda Memo**

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

**Meeting:** January 8, 2008

**Subject:** Amendment to Generalized Redevelopment Plan for  
CRA Areas #1, #4, and #6

**Item #'s:** E-2 & G-7

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

## **Background**

The Grand Island City Council previously declared these areas.

The enclosed plan was prepared by CRA Staff relative to the creation of Rail Road Quiet Zones in CRA Areas 1, 4 and 6.

This study does not approve any Tax Increment Financing (TIF) projects. Approval of these amendments would allow the CRA to spend CRA dollars raised through a general property tax on properties in Grand Island to pay for a portion of the proposed improvements.

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 December 5, 2007. The CRA passed a resolution approving the plan and recommending approval to the City Council at their meeting on December 6, 2007.

## **Discussion**

Approval of these amendments would allow the CRA to help fund the quiet zone improvements in Downtown Grand Island. Without this approval CRA funds cannot be used for this purpose.

## **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 amending the redevelopment plans for CRA Areas #1, #4 and #6 to include plans for quiet zones.

## **Sample Motion**

Move to approve the Resolution and generalized redevelopment plan amendments.

December 6, 2007

Honorable Margaret Hornady, Mayor  
And Members of the Council  
City Hall  
Grand Island, NE 68801

Dear Mayor and Members of the Council:

**RE: Amendment to Redevelopment Plans for Blight & Substandard Areas #1,  
#4 and #6**

At the regular meeting of the Regional Planning Commission, held December 5, 2007, the above item was considered following a public hearing. This amendment would allow the CRA to participate with the City in Quiet Zone improvements along the Union Pacific Rail Road through these areas.

Nabity said this is consistent with specific transportation objectives of the Grand Island Comprehensive Plan and recommended approval.

No members of the public were present to comment on the proposed amendments for redevelopment plans in blight and substandard areas #1, #4 and #6.

A motion was made by Amick 2<sup>nd</sup> by Miller to approve the Amendments finding that they are consistent with specific transportation objectives in the Grand Island Comprehensive Plan as presented.

A roll call vote was taken and the motion passed with 10 members present (Amick, Reynolds, O'Neill, Bredthauer, Snodgrass, Monter, Haskins, Miller, Ruge, Hayes) voting in favor.

Yours truly,

Chad Nabity AICP  
Planning Director

cc: Community Redevelopment Authority

# **Grand Island Redevelopment Plan Railroad Corridor Noise Abatement In CRA Areas Number 1, 4 and 6 November 1, 2007**

## **Introduction**

This plan focuses on noise issues associated with the Union Pacific Railroad (UPRR) as it crosses Grand Island through Community Redevelopment Authority (CRA) Areas 1, 4 and 6 from Broadwell Avenue on the west to Oak Street on the east. Figure 1 identifies 6 at grade crossings between the Union Pacific Railroad and Grand Island City Streets that are in CRA Areas. The Grand Island CRA is considering appropriating money allocated under the budget heading Other Projects toward:

1. either the purchase and installation of wayside horns at some or all of these crossings;
2. or toward physical improvements to the crossings that would result in removing the necessity for any horn to sound at the intersection other than during emergency conditions.

## **Existing Conditions**

### **Blight and Substandard Declaration**

The six crossings are completely contained within CRA Areas 1, 4 and 6. The Areas have been declared blighted and substandard by the Grand Island City Council and are entirely within the Corporate Limits of the City of Grand Island.

### **Existing Land Use and Condition of Properties**

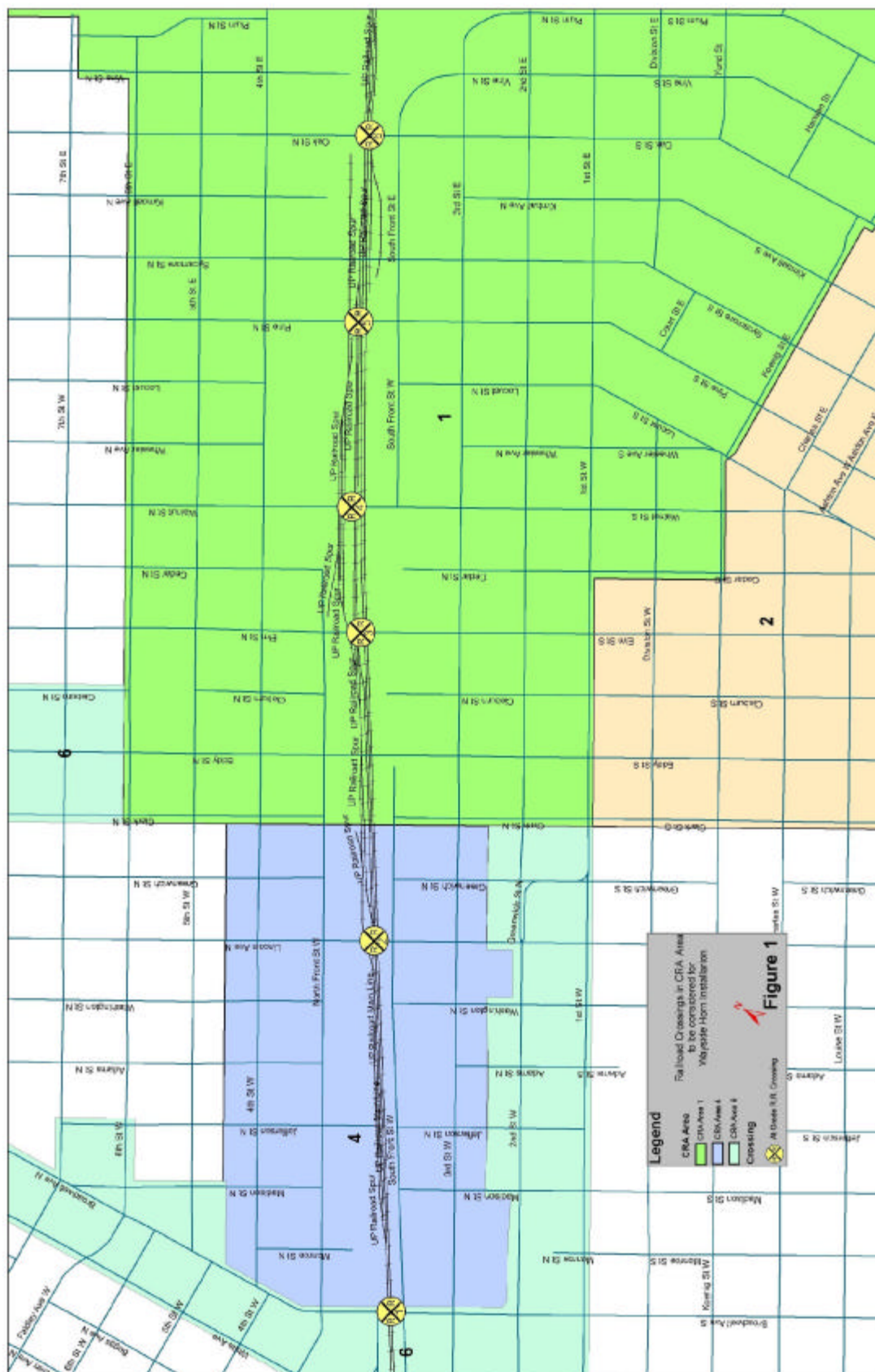
All of the property involved in the proposed redevelopment plan for these 6 crossings would be located either within railroad right-of-way or city street right-of-way and used for transportation purposes. In October of 2007, the UPRR upgraded the southerly track with concrete ties, constant warning circuitry and continuous rails. Figure 2 identifies the existing land use of the properties around the crossings under consideration for improvements.

### **Necessary Property Acquisition**

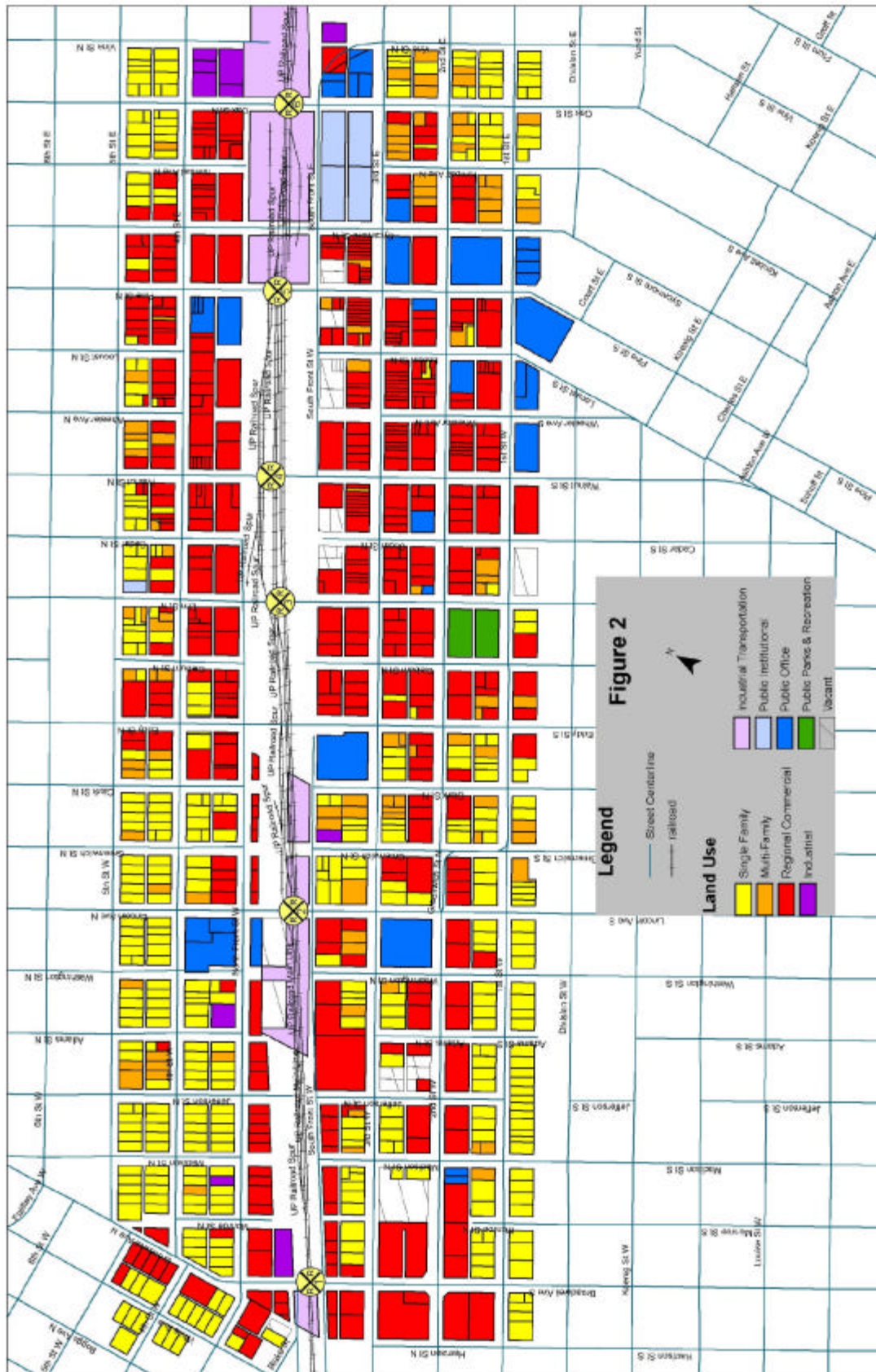
No acquisition of private property will be required to implement this redevelopment plan. Closure of accesses to private property may be necessary to eliminate the necessity to sound horns at the crossings in some places. This is most likely on the south side of the crossings at Elm, Walnut and Oak.

### **Issues with Train Noise**

The UPRR sends more than 80 trains per day over the tracks that nearly bisect the city. That is an average of 1 train every 18 minutes. Train traffic is expected to continue to increase. UPRR







representatives have recently been quoted in the Grand Island Independent at least twice stating that more than 100 trains per day use those tracks.

CRA Areas 1, 4 and 6 are immediately adjacent to the tracks. The noise of the trains is an environmental disincentive to investment in the area. CRA Area 1 includes the downtown business district. The downtown business district is currently trying to:

- Attract niche businesses
- Increase the number of downtown residences,
- Create a distinct sense of place for the downtown area,
- Define itself as an arts and entertainment center,
- Attract office uses that complement the existing government center, and
- Renovate historic buildings

At the current daily number of trains, the train noise makes it difficult to conduct business when a train is passing through the area. With the continued increase in rail traffic, this issue is only going to get worse and weaken the market and marketability of properties close to the tracks for office or residential uses.

## **Comprehensive Plan**

The 2004 Comprehensive Plan for the City of Grand Island included input from a variety of subcommittees as part of the planning process including one focusing on transportation related issues. Transportation Objective 8.03.01 from the 2004 comprehensive plan specifically calls for the installation of directional railroad horns that direct sound down the street.

## **Projected Costs**

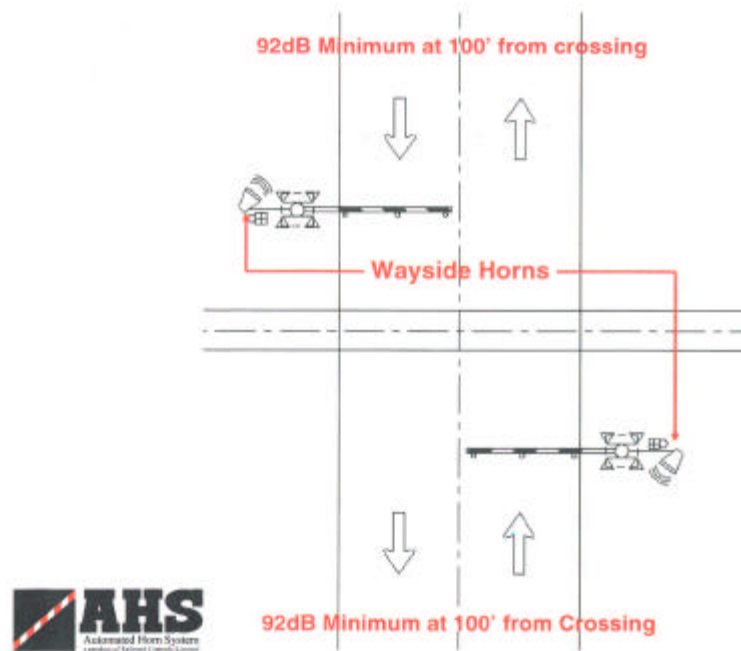
### **Wayside Horn Areas**

The anticipated cost to purchase and install wayside horns is \$33,000 for each horn and an additional \$16,500 for installation and utilities. Installing a horn on each side of the tracks at a crossing is estimated to cost approximately \$99,000. Figure 3 shows the typical installation of the wayside horns to provide the appropriate decibel level 100 feet from the tracks.

### **No Horn Areas**

No horn areas may be possible at some intersections if driveways and other access points of 100 feet away from the crossing and raised medians are installed to discourage people from driving around the crossing arms when they are down. The cost of creating no horn area would be less than the cost of purchasing and installing wayside horns but it will not be possible to use no horn areas at every intersection.

Based on the current figures the total cost to purchase and install wayside horns or to create quiet zones at all six crossings is \$480,000. These improvements are public improvements and could be financed through tax increment financing (TIF) if they could be tied into a suitable project.



**Figure 3 Typical Wayside Horn Installation**

### Budgeting

It is suggested that the CRA set aside up to \$140,000 for the 2008 fiscal year and up to \$100,000 for the 2009 fiscal year toward this project. A proposed budget for the project by crossing and improvement is shown on Table 1. Money is available in the 2008 fiscal year under the category of Other Projects within the adopted budget for the CRA. The remaining funds should come from other sources including the City of Grand Island. Based on these figures and with similar participation by the City all of the crossings between Webb Road on the west and Oak Street on the east could be treated with either a wayside horn area or a no horn area.

Table 1 Estimated Cost Improvements for Quiet Zones at Identified UPRR Crossings					
Crossing Number	Street		Solution	Cost with Installation	Cost per Crossing
1	Broadwell	North Side	Wayside Horn	\$49,500	\$99,000
		South Side	Wayside Horn	\$49,500	
2	Lincoln	North Side	Wayside Horn	\$49,500	\$99,000
		South Side	Wayside Horn	\$49,500	
3	Elm	North Side	Wayside Horn	\$49,500	\$60,500
		South Side	Median	\$11,000	
4	Walnut	North Side	Wayside Horn	\$49,500	\$60,500
		South Side	Median	\$11,000	
5	Pine	North Side	Wayside Horn	\$49,500	\$99,000
		South Side	Wayside Horn	\$49,500	
6	Oak	North Side	Wayside Horn	\$49,500	\$60,500
		South Side	Median	\$11,000	
				Total	\$478,500

12/27/2007 2:33:59 PM

J:\CRA\2007-2008\November\RR Horns\Grand Island Redevelopment Plan Railroad Corridor revised 10-18-07.doc

## **Interlocal Agreement**

An interlocal agreement should be drafted and approved between the CRA and the City of Grand Island to define the terms of participation in this project prior to beginning the project.

## **Timeline**

November 15, 2007	CRA Considers Redevelopment Plan Amendment
December 5, 2007	Planning Commission Considers Redevelopment Plan Amendment
December 6, 2007	CRA Recommends Council Approve Redevelopment Plan Amendment
January 8, 2008	City Council Approves Redevelopment Plan Amendment
February 2008	City Council approves agreement for Consulting Engineer to prepare plans and bid specifications.
April 2008	Approve Agreement with NDOR for Quiet Zone Project.
May 2008	Update Diagnostic Review of Crossings.
June 2008	Update National Inventory to reflect existing conditions.
June 2008	Submit Notification of Intent to create Quiet Zone.
June 2008	Submit Quiet Zone plans to the Union Pacific Railroad for approval.
July 2008	Open Bids for the project - Including construction of medians and purchase/installation of horns
Fall 2008	Installation of Supplemental Safety Measures for crossings at Elm, Walnut, Pine and Oak Streets.
Fall 2008	Update National Inventory to reflect existing conditions.
Fall 2008	Submit notification, silence train horns and install signage at all crossings.
Fall 2009	Installation of Supplemental Safety Measures for crossings at Broadwell Avenue and Lincoln Street. Custer Street outside of the area would also be considered at this time.
Fall 2009	Update National Inventory to reflect existing conditions.
Fall 2009	Submit notification, silence train horns and install signage at all crossings.

## **Anticipated Conditions After Redevelopment**

### **Landuse**

It is not anticipated that the installation of the wayside horns would significantly alter the land uses or land coverage in the redevelopment area. This area is already largely developed. The reduction in noise due to this project should encourage reinvestment in the area and positively impact property values. Other redevelopment projects are more likely to occur because of this project but those projects would be reviewed separately.

### **Impact to Downtown**

This corridor will continue to function the way the Downtown has functioned for the past 20 years. Primary uses will be office and specialty retail with some housing. Population densities in the Downtown area may increase as these changes would remove one barrier (train horn noise) to second and third story residential development in the downtown area. The Comprehensive Plan and current zoning ordinance supports higher population densities in the Downtown area.

### **Changes to Regulations and Public Infrastructure**

No changes would be anticipated to street layouts or grades; other public infrastructure (outside of the addition of the wayside horns to the public infrastructure; or to the current zoning regulations based on this project.





# **City of Grand Island**

**Tuesday, January 08, 2008**

**Council Session**

## **Item E3**

**Public Hearing on Request from Tom Ummel, Sr. and Tom Ummel, Jr. for a Conditional Use Permit for a Recycling Center Located at 2403 W. Old Lincoln Highway**

**Staff Contact: Craig Lewis**

# **Council Agenda Memo**

**From:** Craig Lewis, Building Department Director

**Meeting:** January 8, 2008

**Subject:** Request of Tom Ummel Sr. & Tom Ummel Jr.  
Representing Heartland Disposal for Approval of a  
Conditional Use Permit to Allow for the Operation of a  
Recycling Center at 2403 West Old Lincoln Highway

**Item #'s:** E-3 & H-1

**Presenter(s)** Craig Lewis, Building Department Director

## **Background**

This request is for the approval of a Conditional Use permit to allow for the operation of a recycling center at the property referenced above. A conditional use permit is required by the City code as the property is currently zoned M-2 Heavy Manufacturing. That zoning classification lists as a specified conditional use a salvage yard. The City code defines salvage yards as any building, lot, yard or premise used for the collection, processing, salvage, storage, bailing, or shipping of junked vehicles, vehicle parts, paper, cardboard, glass, plastic, metals, rags, scrap materials, junk, or material similar to those listed herein.

The operation of a recycling center would fall within the category of a salvage yard and is required to receive approval of the City Council in the form of a conditional use permit.

## **Discussion**

The request is for approval to continue to operate a recycling facility in conjunction with the current operation of Heartland Disposal. The operation has begun at this site for some time as an indoor facility and because of the success of the collection of recycled materials, outside storage is desirable. City Code sections 36-101 and 36-106 specifies standards for industrial uses and physical appearance standards for salvage yards.

Section 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 materials and techniques as approved by the Chief Building Official. No inventory or salvage materials of any nature may be stacked within fifty (50) feet of the fence to a height greater than said fence.

## **Alternatives**

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

1. Approve the request for the Conditional Use.
2. Disapprove or /Deny the Request.
3. Modify the Conditional Use Permit to meet the wishes of the Council.
4. Table the issue.

## **Recommendation**

City Administration recommends that the Council approve the conditional use permit to allow for a salvage yard with the conditions required in the City Code.

## **Sample Motion**

Move to approve the request for a conditional use permit with the conditions as identified in the departmental memorandum.



Non-Refundable Fee: \$155.00  
Return by: \_\_\_\_\_  
Council Action on: 1-8-08

## Conditional Use Permit Application

pc: Building, Legal, Utilities  
Planning, Public Works

1. The specific use/construction requested is: Recycling Center
2. The owner(s) of the described property is/are: Tom Ummel Sr + Tom Ummel Jr
3. The legal description of the property is: West Sub FR LTS 1-2-3 Blk 2
4. The address of the property is: 2403 W Old Lincoln Hwy
5. The zoning classification of the property is: m2
6. Existing improvements on the property is: Put building on property
7. The duration of the proposed use is: Indefinitely
8. Plans for construction of permanent facility is: Completed
9. The character of the immediate neighborhood is: m2 Business

10. There is hereby **attached** a list of the names and addresses of all property owners within 200' of the property upon which the Conditional Use Permit is requested.

11. Explanation of request: We are requesting to continue the process of accepting recyclable items at our new facility at 2403 West Old Lincoln Hwy. This facility is located adjacent to our current location at 2423 West Old Lincoln Hwy where we have previously collected recycling materials since our inception as Heartland Disposal. This facility is a recycling drop off center built for the community and Heartland Disposal for the purpose of recycling items.

I/We do hereby certify that the above statements are true and correct and this application is signed as an acknowledgement of that fact.

12-04-07

Date

Tom Ummel Sr.

Owners(s)

382-11683

Phone Number

2423 W Old Lincoln Hwy

Address

Grand Island NE 68803

City

State

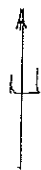
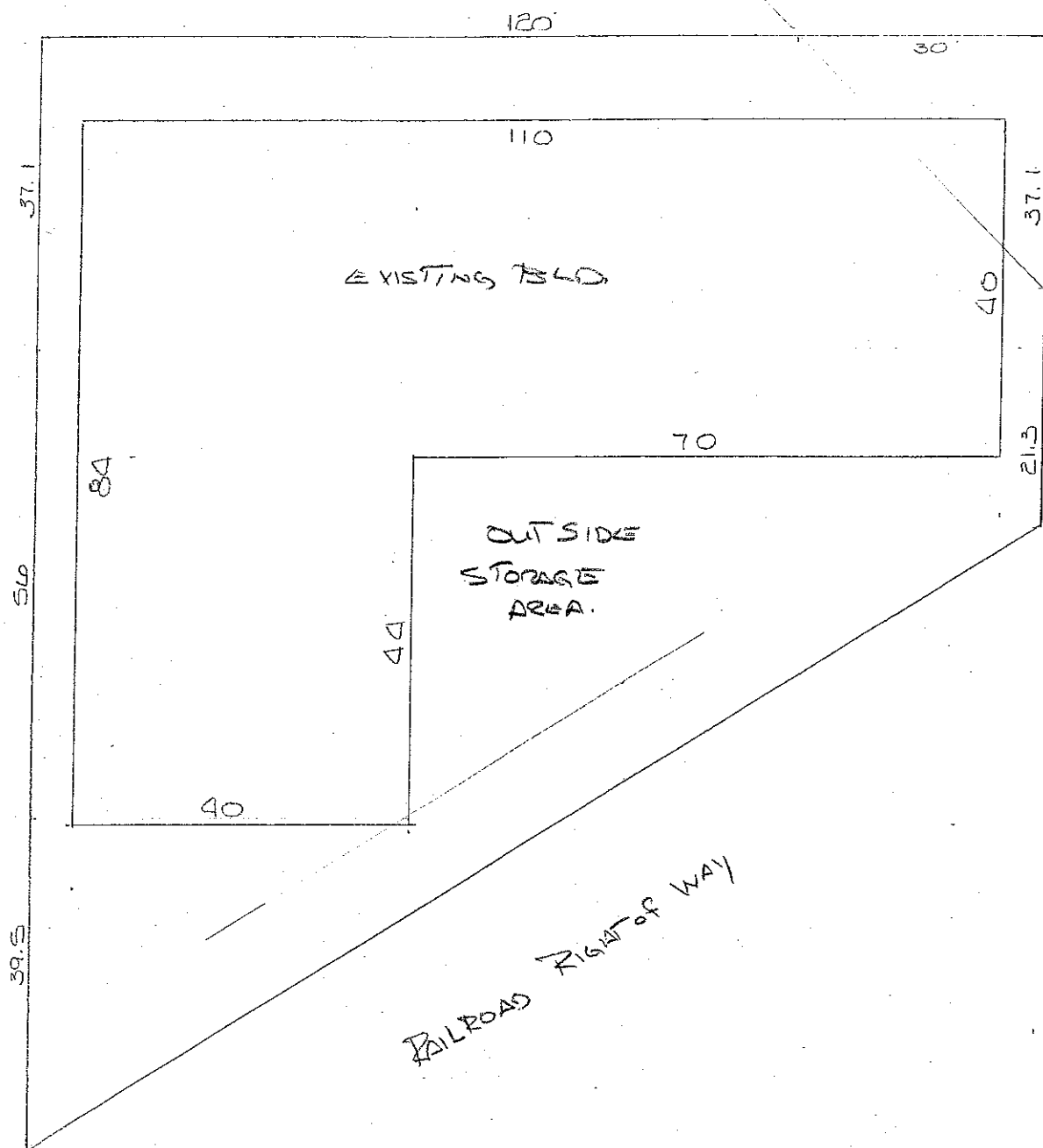
Zip

**Please Note: Delays May Occur if Application is Incomplete or Inaccurate.**



OLD LINCOLN HWY

GRACE AVE.



CNE 1:20



# **City of Grand Island**

**Tuesday, January 08, 2008**

**Council Session**

## **Item E4**

**Public Hearing on Request from Pablo Zuniga Lucero dba Copas  
D'Oro, 413 West 4th Street for a Class "C" Liquor License**

**Staff Contact: RaNae Edwards**



# **Council Agenda Memo**

**From:** RaNae Edwards, City Clerk

**Meeting:** January 8, 2008

**Subject:** Public Hearing on Request from Pablo Zuniga Lucero dba Copas D'Oro, 413 West 4<sup>th</sup> Street for a Class "C" Liquor License

**Item #'s:** E-4 & I-1

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

## **Background**

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

### **Declared Legislative Intent**

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

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

## **Discussion**

Pablo Zuniga Lucero dba Copas D'Oro, 413 West 4th Street submitted an application for a Class "C" Liquor License. A Class "C" Liquor License allows for the sale of alcohol on and off sale inside the corporate limits of the city.

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

## **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 Pablo Zuniga Lucero dba Copas D'Oro, 413 West 4th Street for a Class "C" Liquor License contingent upon final inspections and Mr. Lucero completing a state approved alcohol server/seller training program.



INTEROFFICE  
MEMORANDUM  
*Police Department*

*Working Together for a  
Better Tomorrow. Today.*

DATE: December 21, 2007

TO: RaNae Edwards, City Clerk

FROM: Dave Vitera, Sergeant, Police Department

RE: Application – Class “C” Liquor License for Pablo Zuniga Lucero dba Copas D’Oro  
“Change of Ownership”, 413 W 4<sup>th</sup> Street

The Grand Island Police Department received an application from Pablo Zuniga-Lucero and his wife, Elizabeth Lucero, for a Class “C” Liquor License for Copas D’Oro, 413 W 4<sup>th</sup> Street.

The application asks for the applicants to disclose violations of the law; and a “criminal history” from the Grand Island Police Department was attached for Pablo and his wife. No other violations were disclosed. It should be noted that a criminal history from the Grand Island Police Department doesn’t include any violations outside the city limits.

According to NCJIS, Pablo has a conviction for speeding in Cass County. He also has a speed conviction in Hall County. Pablo shows a Games and Parks citation/conviction for unlawful entry without a permit.

Elizabeth has an undisclosed violation in Hall County for no operator’s license, no insurance, and a seat belt violation. She also has an undisclosed speeding violation in Sarpy County.

Pablo and Elizabeth’s undisclosed violations technically make the application false according to the Nebraska Liquor Control Act (Part II Chapter 2, Section 010.01). The application clearly asks, “Has anyone who is a party to this application, or their spouse, ever been convicted of or plead guilty to any charge.” It further states that a charge includes federal, state, “local law, ordinance, or resolution.” The undisclosed violations would fall under state law or local ordinance. However, none of their undisclosed violations rise to the level of a Class I Misdemeanor in a specified crime under Nebraska State Statute Chapter 28 that would automatically exclude Pablo from getting a liquor license.

Pablo and Elizabeth were checked for warrants and their driving status. Neither of them has a warrant. However, Pablo is suspended and has a “license pick-up order.” On December 19, 2007 Pablo was contacted at his place of employment (Skagway South). Pablo acknowledged that his brother-in-law has some questionable friends, but he pledged to cooperate with the Police Department and to run a respectable business. Pablo also relinquished his driver’s license to me and said that his wife gives him rides to and from work.

The Police Department has no objection to the issuance of a Class C Liquor License to Pablo Zuniga Lucero for Copas D’Oro.

DV/rk *Dave Vitera*



12/20/07  
13:41

Grand Island Police Dept.  
LAW INCIDENT TABLE

450  
Page: 1

City : Grand Island  
Occurred after : 00:00:00 12/10/2007  
Occurred before : 00:00:00 12/14/2007  
When reported : 09:00:00 12/14/2007  
Date disposition declared : 12/20/2007  
Incident number : L07122252  
Primary incident number :  
Incident nature : Liquor Lic Inv Liquor License Investigation  
Incident address : 413 4th St W  
State abbreviation : NE  
ZIP Code : 68801  
Contact or caller :  
Complainant name number :  
Area location code : PCID Police - CID  
Received by : Vitera D  
How received : T Telephone  
Agency code : GIPD Grand Island Police Department  
Responsible officer : Vitera D  
Offense as Taken :  
Offense as Observed :  
Disposition : CLO Closed Case  
Misc. number : printed  
Geobase address ID : 18196  
Long-term call ID :  
Clearance Code :  
Judicial Status : NCI Non-criminal Incident

INVOLVEMENTS:

Px	Record #	Date	Description	Relationship
NM	8738	12/20/07	Garcia, Pedro Damian	Mentioned
NM	15501	12/18/07	Zuniga-Lucero, Pablo	Owner
NM	43028	12/18/07	Lucero, Elizabeth G	Owner's Spouse
NM	107609	12/18/07	Copas de Oro,	Business

LAW INCIDENT NARRATIVE:

Liquor License Investigation- Change of Ownership for Copas D'Oro

LAW INCIDENT RESPONDERS DETAIL:

Se Responding offi Unit n Unit number

1 Vitera D 318 Vitera D

LAW SUPPLEMENTAL NARRATIVE:

Seq	Name	Date
1	Vitera D	09:33:30 12/18/2007

12/20/07  
13:41

Grand Island Police Dept.  
LAW INCIDENT TABLE

450  
Page: 2

Grand Island Police Department  
Supplemental Report

On 12/14/07, I received a copy of a liquor license application for Copas D'Oro. They are changing ownership. Pablo Zuniga Lucero will be the new owner pending this investigation. His wife is Elizabeth Garcia Lucero. James Wagoner from the Wagoner Law Office assisted in filling out the application.

On the part of the application where it asks the applicants to disclose violations of the law, a "criminal history" from the Grand Island Police Department (GIPD) was attached for Pablo and his wife. No other violations were disclosed. The problem with just attaching a criminal history from the GIPD is that it doesn't include any violations outside the city limits.

According to NCJIS, Pablo has a conviction for speeding in Cass County on 8/20/03. He also has a speeding conviction in Hall County on 7/18/98. Pablo shows a Games and Parks citation/conviction for unlawful entry without a permit.

Elizabeth has an undisclosed violation through the Hall County Sheriff's Department for no operator's license, no insurance, and a seat belt violation on 3/4/01. She also has an undisclosed speeding violation in Sarpy County on 3/27/03.

Pablo and Elizabeth's undisclosed violations technically make the application false according to the Nebraska Liquor Control Act (Part II Chapter 2 Section 010.01). The application clearly asks, "Has anyone who is a party to this application, or their spouse, ever been convicted of or plead guilty to any charge." It further states that a charge includes federal, state, "local law, ordinance, or resolution." The undisclosed violations would fall under state law or local ordinance. However, none of their undisclosed violations rise to the level of a Class I Misdemeanor in a specified crime under Nebraska State Statute Chapter 28 that would automatically exclude Pablo from getting a liquor license.

I checked Pablo and Elizabeth for warrants and their driving status. Neither one of them has a warrant. However, Pablo is suspended and has a "license pick up order."

On 12/19/07, I contacted Pablo at his place of employment (Skagway South). Pablo acknowledged that his brother-in-law has some questionable friends, but he pledged to cooperate with the Police Department and run a respectable business. Pablo also relinquished his driver's license to me and said that his wife gives him rides to and from work.

The Police Department has no objection to the issuance of a liquor license to Pablo Zuniga Lucero for Copas D'Oro.

12/20/07  
13:41

Grand Island Police Dept.  
LAW INCIDENT TABLE

Page: 450  
3

Date, Time: Thu Dec 20 09:15:20 CST 2007  
Reporting Officer: Vitera  
Unit #: 865





# **City of Grand Island**

**Tuesday, January 08, 2008**

**Council Session**

## **Item F1**

**#9155 - Consideration of Disposal of Old Fire Station No. 1**

**Staff Contact: Jim Rowell**

# **Council Agenda Memo**

**From:** Jim Rowell, Fire Chef  
**Meeting:** January 8, 2008  
**Subject:** Disposal of Surplus Property  
**Item #'s:** F-1  
**Presenter(s):** Jim Rowell, Fire Chief

## **Background**

The fire station at 302 South Pine is no longer being utilized as a fire station. The new fire station is in operation and no responses are being made out of the building at 302 South Pine. This property is currently being used for storage.

In previous council action, Resolution #2007-292 was passed declaring the property as surplus and staff was directed to prepare the necessary ordinance. The ordinance is provided as directed and included is the language of the Request for Proposal to be used.

## **Discussion**

Council approval of this ordinance will allow the process to continue by advertising that the property is declared surplus and will be disposed of by the Request for Proposal process. This advertisement will be published for three consecutive weeks to allow the public the opportunity to respond to the disposal of this property.

## **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 the ordinance for the disposal of the property at 302 South Pine, known as Fire Station #1.

## **Sample Motion**

Move to approve Ordinance #9155 to dispose of the property at 302 South Pine known as Fire Station #1 by Request for Proposal.



## ORDINANCE NO. 9155

An ordinance directing and authorizing the sale of Old Fire Station No. 1 by Request for Proposals; 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 request proposals for the sale of Old Fire Station No. 1 legally described as:

Lots 10, 11, 12 and 13 of Campbell's Subdivision to the City of Grand Island,  
Hall County, Nebraska

SECTION 2. The consideration for such conveyance shall be determined through a request for proposals and will be evaluated and scored based on the following criteria:

1. Business plan
  - a. Anticipated assessed value at completion
  - b. Fiscal responsibility
  - c. Investment/cost of renovation
2. Schedule of development
3. Aesthetics preservation
4. Benefit to the neighborhood or community
5. Intended use
6. Experience
7. Ability to obtain performance bond

ORDINANCE NO. 9155 (Cont.)

8. Disposition of the training tower
9. Purchase price

Conveyance of the real estate above described shall be by warranty deed, upon payment and performance of the consideration pursuant to the terms and conditions of an Agreement for Warranty Deed between the parties. Proposals must remain firm for one hundred twenty (120) days from the proposal due date. The City of Grand Island reserves the right to reject any and all proposals, waive irregularities, and to select the proposal that is deemed to be in the City's best interest, at its sole discretion. Price is not the sole selection factor and will be considered together with other factors allowed under Nebraska Law regarding the sale of publicly owned property.

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 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.

ORDINANCE NO. 9155 (Cont.)

SECTION 5. 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: January 8, 2008.

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Margaret Hornady, Mayor

Attest:

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RaNae Edwards, City Clerk





# City of Grand Island

Tuesday, January 08, 2008

Council Session

## Item F2

**#9156- Consideration of Amending Salary Ordinance**

Staff Contact: Brenda Sutherland

# **Council Agenda Memo**

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

**Meeting:** January 8, 2008

**Subject:** Salary Ordinance

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

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

## **Background**

City administration prepares and submits to the City Council salary ordinances for approval. The salary ordinance is the document that authorizes the payment of wages at the City. Typically ordinances are brought forward for approval during the budget session and when labor contracts are approved to facilitate the agreement between the City and the bargaining unit.

## **Discussion**

City administration has reached agreement with the representatives of the IBEW Wastewater Treatment Plant employees with regards to a new union contract. The wages that were agreed to in the contract are being proposed in Salary Ordinance #9156. The wages increases range from 1% to 7.6%. The wages are based on mid point of comparability. The wages represented in this ordinance will be retroactive to October 1, 2007 which was the start of the new fiscal year. Maintenance Worker I and Maintenance Worker II are being merged into the position Maintenance Worker.

In addition to the above mentioned changes, staff is also recommending a change to the Wastewater Chief Operator wages for the purpose of internal equity. This position and the Laboratory Technician were on the same scale prior to unionization. The Chief Operator position was not included in the union as it is considered management. Therefore a recommendation is made to bring the wage up so that it is not lower than the position that it was linked to previously.

The last change being proposed is the deletion of the Maintenance Worker – Shooting Park and the addition of a Shooting Range Operator. After further review of the position duties and the needs of the Shooting Park, it was determined that a higher level position is warranted. Parks and Recreation Director, Steve Paustian is not asking for an increase

to his current budget and will cut back other personnel costs to cover the additional wages associated with this position. In other words, he has committed to no additional personnel costs to cover the upgraded position. The increase at step one will be roughly \$7,000 per year.

### **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 # 9156.

### **Sample Motion**

Motion to approve Salary Ordinance #9156.



# **Council Agenda Memo**

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

**Meeting:** January 8, 2008

**Subject:** Salary Ordinance

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

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

## **Background**

In the 2006-07 budget an FTE position was created to provide for the hiring of a Maintenance Worker I at the Heartland Public Shooting Park. The position was funded for six months in that budget. In lieu of filling that position, seasonal part-time workers were employed. Now that the facility is 95% complete, staffing needs have become better defined and a different position is being proposed.

## **Discussion**

Part-time, seasonal workers and volunteers are doing a good job providing day to day maintenance of the facility, tasks designed for a Maintenance Worker I position. What is lacking is a person to coordinate and operate the facility in the absence of the Superintendent. It is the opinion of the Parks & Recreation Department that a new position needs to be created to operate the facility as efficiently and effectively as possible. This position will require the hiring of a person with a broad range of abilities and skills to ensure the successful operation of the facility. Duties would include, but not be limited to, staff supervision, opening and closing duties, assist the Superintendent in marketing, serve as the liaison for special event opportunities and day to day decision making. The request to modify the position will increase the cost of the position by approximately \$7,000.00. Staff is recommending this funding come from the existing salary budget by using fewer part-time employee hours. By reallocating these hours no additional dollars would be required to fund the new position and thus not affect the Shooting Parks overall personnel costs. This person would also free-up the Superintendent to take a more aggressive role in the marketing and growing the number of shooters using the park. As stated in the Business Plan provided to council, marketing and increasing the number of shooters will be critical to the long-term financial viability of the Shooting Park.

## **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 eliminate the Maintenance Worker I position and a Shooting Range Operator position be created. While this position will require a larger financial commitment, the additional funding will come from existing part-time labor funding and not be in addition to the current salary budgeted for the Heartland Public Shooting Park.

## **Sample Motion**

Move to eliminate the Maintenance Worker I position and create the Shooting Range Operator position.

## ORDINANCE NO. 9156

An ordinance to amend Ordinance No. 9153 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 add the bargaining agreement for the IBEW-WWTP; to amend the salary ranges of the Waste Water Plant Chief Operator; and to remove Maintenance Worker I-WWTP; to remove Maintenance Worker II - WWTP and replace with Maintenance Worker – WWTP; to remove Maintenance Worker – Shooting Range, and to add the salary range for Shooting Range Operator; employees covered under the IAF bargaining agreement; to repeal those portions of Ordinance No. 9153 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
<del>Accounting Technician – WWTP</del>	<del>1018.28/1432.90</del>	<del>40 hrs/week</del>
Administrative Assistant –	1137.90/1602.11	40 hrs/week

ORDINANCE NO. 9156 (Cont.)

<b>Classification</b>	<b>Bi-Weekly Pay Range Min/Max</b>	<b>Overtime Eligibility</b>
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
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



ORDINANCE NO. 9156 (Cont.)

<b>Classification</b>	<b>Bi-Weekly Pay Range Min/Max</b>	<b>Overtime Eligibility</b>
Engineering Technician Supervisor	1563.01/2200.14	Exempt
Equipment Operator, Solid Waste	1166.02/1642.08	40 hrs/week
<del>Equipment Operator, WWTP</del>	<del>1115.42/1570.85</del>	<del>40 hrs/week</del>
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
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
<del>Maintenance Mechanic I</del>	<del>1087.13/1533.71</del>	<del>40 hrs/week</del>
<del>Maintenance Mechanic II</del>	<del>1220.54/1717.26</del>	<del>40 hrs/week</del>
Maintenance Worker I – Building, Library	991.17/1394.46	40 hrs/week
Maintenance Worker I – Golf, <del>Shooting Range</del>	1020.90/1436.29	40 hrs/week

ORDINANCE NO. 9156 (Cont.)

<b>Classification</b>	<b>Bi-Weekly Pay Range Min/Max</b>	<b>Overtime Eligibility</b>
<del>Maintenance Worker I – WWTP</del>	<del>1038.80/1461.49</del>	<del>40 hrs/week</del>
Maintenance Worker II – Building	1043.78/1471.98	40 hrs/week
Maintenance Worker II – Golf	1075.09/1516.14	40 hrs/week
<del>Maintenance Worker II – WWTP</del>	<del>1093.94/1542.74</del>	<del>40 hrs/week</del>
Meter Reading Supervisor	1352.22/1904.34	Exempt
Office Manager – Police Department	1152.67/1622.41	40 hrs/week
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

ORDINANCE NO. 9156 (Cont.)

<b>Classification</b>	<b>Bi-Weekly Pay Range Min/Max</b>	<b>Overtime Eligibility</b>
<del>Senior Equipment Operator, WWTP</del>	<del>1159.74/1631.87</del>	<del>40 hrs/week</del>
Senior Maintenance Worker	1206.77/1698.62	40 hrs/week
Senior Utility Secretary	965.82/1362.11	40 hrs/week
<u>Shooting Range Operator</u>	<u>1318.79/1855.90</u>	<u>40 hrs/week</u>
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
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
<del>Wastewater Clerk</del>	<del>820.37/1154.15</del>	<del>40 hrs/week</del>
Wastewater Engineering/Operations Superintendent	1908.50/2686.49	Exempt
Wastewater Plant Chief Operator	<del>1226.69/1726.77</del> <u>1263.49/1778.57</u>	40 hrs/week
Wastewater Plant Maintenance Supervisor	1461.22/2056.46	40 hrs/week
<del>Wastewater Plant Operator I</del>	<del>1002.93/1411.43</del>	<del>40 hrs/week</del>
<del>Wastewater Plant Operator II</del>	<del>1121.13/1578.63</del>	<del>40 hrs/week</del>
Wastewater Plant Process Supervisor	1515.27/2133.43	40 hrs/week
<del>Wastewater Plant Laboratory Technician</del>	<del>1185.21/1668.38</del>	<del>40 hrs/week</del>
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

ORDINANCE NO. 9156 (Cont.)

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
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



ORDINANCE NO. 9156 (Cont.)

<b>Classification</b>	<b>Bi-Weekly Pay Range Min/Max</b>	<b>Overtime Eligibility</b>
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
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

ORDINANCE NO. 9156 (Cont.)

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:

<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,) 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	1684.80/2336.07	212 hrs/28 days
Firefighter / EMT	1251.72/1856.52	212 hrs/28 days
Firefighter/Paramedic	1397.52/1973.76	212 hrs/28 days

SECTION 6. The currently occupied classifications of employees of the City of Grand Island included under the IBEW-WWTP 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 IBEW-WWTP labor agreement shall work prior to overtime eligibility are as follows:

ORDINANCE NO. 9156 (Cont.)

<u>Classification</u>	<u>Bi-Weekly Pay Range</u> <u>Min/Max</u>	<u>Overtime</u> <u>Eligibility</u>
<u>Accounting Technician – WWTP</u>	1033.62/1454.40	40 hrs/week
<u>Equipment Operator – WWTP</u>	1173.47/1651.20	40 hrs/week
<u>Maintenance Mechanic I</u>	1173.47/1651.20	40 hrs/week
<u>Maintenance Mechanic II</u>	1313.90/1848.80	40 hrs/week
<u>Maintenance Worker – WWTP</u>	1173.47/1651.20	40 hrs/week
<u>Senior Equipment Operator – WWTP</u>	1268.42/1784.80	40 hrs/week
<u>Wastewater Clerk</u>	882.96/1242.40	40 hrs/week
<u>Wastewater Plant Laboratory Technician</u>	1245.68/1752.80	40 hrs/week
<u>Wastewater Plant Operator I</u>	1049.53/1476.80	40 hrs/week
<u>Wastewater Plant Operator II</u>	1173.47/1651.20	40 hrs/week

SECTION 7. The classification of employees included under labor agreements with the City of Grand Island, and the ranges of compensation (salary and wages, excluding shift differential as provided by contract) to be paid for such classification, and the number of hours and work period which certain such employees shall work prior to overtime eligibility area as stated above. All full-time fire fighters and police officers shall be paid a clothing and uniform allowance in addition to regular salary. All full-time fire fighters shall be paid a clothing and uniform allowance in addition to regular salary in the amount of \$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 whatsoever, the clothing allowance shall be paid on a prorata basis, but no allowance shall be made for a fraction of a month.

ORDINANCE NO. 9156 (Cont.)

Non-union employees and employees covered by the AFSCME labor union, the FOP labor union, the IBEW, Utilities and Finance 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 and Wastewater Treatment Plant personnel covered by IBEW labor agreements, ~~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 8. Employees shall be compensated for unused medical leave as follows:

- (A) For all employees except those covered in the IAFF, ~~and AFSCME~~ and IBEW Wastewater bargaining agreements, 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 hours accrued in the preceding calendar year. The



ORDINANCE NO. 9156 (Cont.)

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.

For those employees covered in the IBEW Wastewater Treatment Plant bargaining agreement, the City will include in the first paycheck in February, 2008, payment for employee's unused medical leave in excess of 960 hours accrued through September 30, 2007. 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.

(B) All employees except non-union and those covered in the IAFF and IBEW Wastewater bargaining agreements 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%) 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 amount of contribution will be based upon the employee's salary at the time of retirement. Employees covered by the IBEW Wastewater agreement shall be paid 37.5% of their accumulated medical

ORDINANCE NO. 9156 (Cont.)

leave at the time of retirement or death, based on 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.

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

ORDINANCE NO. 9156 (Cont.)

SECTION 11. The salary adjustments identified herein shall be effective on January 28, 2008, except employees of the IBEW Wastewater bargaining agreement whose salary adjustments will be calculated retroactive to October 1, 2007.

SECTION 12. Those portions of Ordinance No. 9140 and all other parts of ordinances in conflict herewith be, and the same are, hereby repealed.

SECTION 13. This ordinance shall be in full force and take effect from and after its passage and publication in pamphlet form in one issue of the Grand Island Independent as provided by law.

Enacted: January 8, 2008.

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Margaret Hornady, Mayor

Attest:

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RaNae Edwards, City Clerk



# **City of Grand Island**

**Tuesday, January 08, 2008**

**Council Session**

## **Item G1**

**Receipt of Official Document - Tort Claim Filed by Laura Nelson**

**Staff Contact: Dale Shotkoski**



# **Council Agenda Memo**

**From:** Dale Shotkoski, City Attorney

**Meeting:** January 8, 2008

**Subject:** Receipt of Official Document – Tort Claim filed by  
Laura M. Nelson

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

**Presenter(s):** Dale Shotkoski, City Attorney

## **Background**

The City of Grand Island has received a Notice of Tort Claim on behalf of Laura M. Nelson, alleging certain claims in connection with an incident which occurred on December 13, 2006 on West Highway 30 and North North Road in Hall County, Nebraska. A vehicle driven by Leslie D. Maslowski turned directly into the path of Laura Nelson's vehicle, causing a collision.

Without getting into issues concerning the City's and other parties' liability, and whether the claim of Laura M. Nelson, is fair and reasonable, we are simply providing a copy of this claim to you in compliance with the Nebraska Political Subdivision Tort Claims Act.

For a person to assert a tort claim against the City of Grand Island, a written notice of the claim must be filed with the City clerk, Secretary or other official responsible for keeping official records. The claim must be filed within one year of the accrual of the claim, and the Council has six months to act on the claim. No suit can be filed until after the Council acts on the claim, or the six months has run.

Historically, the City of Grand Island has simply let the six months run. Not all claims result in a suit being filed, so it makes good sense to not act affirmatively in many instances. In any event, if you wish to look further into this claim, please contact the City Administrator's office or the City Attorney, and we will provide you with the information which we have in connection with the claim. Our recommendation is to continue to take no affirmative action on tort claims. It must be emphasized that by providing copies of alleged claims to you, we are not making an admission or representation that a claim has been properly filed in any respect. We also recommend that no comments concerning a particular claim be made during Council meetings, unless you decide to bring the matter

on for formal consideration. Even then, we ask that comments be carefully considered so that the legal rights of all parties are preserved.

### **Discussion**

This is not an item for council action other than to simply acknowledge that the claim has been received.

### **Recommendation**

City Administration recommends that the Council take no action other than acknowledge receipt of the claim.

### **Sample Motion**

Motion to approve acknowledgement of the Tort Claim filed by Laura M. Nelson.

James A. Cada  
Harvey G. Froscheiser  
Judy A. Cada  
Edward F. Hoffman  
Linda M. Jewson



Law Office  
1024 K Street  
Lincoln, NE 68508  
Telephone: (402) 477-2233  
Facsimile: (402) 477-2286

## CADA, FROSCHER, CADA & HOFFMAN

ATTORNEYS AT LAW  
Website: [www.cadalaw.com](http://www.cadalaw.com)

December 11, 2007

City Clerk, City of Grand Island  
Attn: ReNae Edwards  
100 E. First Street  
P.O. Box 1968  
Grand Island, NE 68802



RE: Claim of Laura Nelson for reimbursement for medical treatment received as a result of a motor vehicle collision on December 13, 2006.

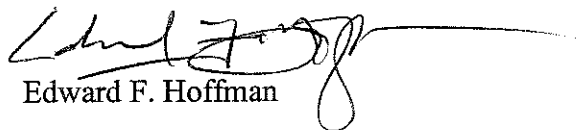
Dear Mrs. Edwards:

Pursuant to NEB.REV.STAT. §13-919, Mrs. Laura M. Nelson is hereby presenting in writing her claim against the City of Grand Island for payment for medical expenses incurred as a proximate cause of the City of Grand Island's negligence resulting from a motor vehicle collision on December 13, 2006 at the intersection of West Highway 30 and N North Road in Hall County, Nebraska. As you are aware, Mrs. Nelson had been traveling westbound on West Highway 30 approaching the intersection of West Highway 30 and N North Road when a vehicle driven by Leslie D. Maslowski turned directly into the path of Mrs. Nelson's vehicle, causing a collision. At and before the time of the collision, Ms. Maslowski was being actively pursued by law enforcement agents of the Grand Island Police Department. You may find additional information regarding this matter in the Grand Island Police Department filed under Agency Case No. A06120097. As a result of her injuries resulting from said collision, Mrs. Nelson incurred \$15,000 in medical expenses and lost wages, along with permanent injuries, pain and suffering. My office is in the process of obtaining additional medical bills incurred by Mrs. Nelson as a result of this matter and, as such, it is my expectation that the total balance of said medical bills will be higher. Additionally, she continues to treat as a result of those injuries and, as such, said medical expenses will continue to increase. Attached please find an itemized statement of the fair and reasonable costs of the medical expenses my office has been able to obtain records of to date.

Mrs. Nelson's claim is based on the fact that the City of Grand Island Police Department's vehicle was operated in a negligent manner as described above, and that the City of Grand Island is strictly liable pursuant to NEB.REV.STAT. §13-911 (2005). Specifically, Mrs. Nelson states that she sustained physical injuries, permanent physical impairments and general and special damages; those injuries, impairments and damages were proximately caused by the actions of the pursuing City of Grand Island Police Department officers employed by the City of Grand Island, and Mrs. Nelson was

an innocent third party. As such, Mrs. Nelson hereby makes claim on the City of Grand Island pursuant to NEB.REV.STAT. §13-919 in the amount of \$125,000. Please refer this claim to the finance director for pre-auditing approval as required by statute. Additionally, I would ask that you forward this claim to the City of Grand Island's Attorney's office and have assigned counsel contact me direct at my office before any further action is taken on this claim.

Sincerely,



Edward F. Hoffman

EFH:lt

Enclosure

cc: Laura Nelson

Grand Island City Attorney

cc: Legal  
H/R  
Police  
12-13-07





# **City of Grand Island**

**Tuesday, January 08, 2008**

**Council Session**

## **Item G2**

**Approving Minutes of December 18, 2007 City Council Regular Meeting**

**Staff Contact: RaNae Edwards**

## CITY OF GRAND ISLAND, NEBRASKA

### MINUTES OF CITY COUNCIL REGULAR MEETING

December 18, 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 December 18, 2007. Notice of the meeting was given in *The Grand Island Independent* on December 12, 2007.

Mayor Margaret Hornady called the meeting to order at 7:00 p.m. The following City Council members were present: Councilmember's Haase, Zapata, Nickerson, Gericke, Carney, Gilbert, Ramsey, Niemann, and Meyer. Councilmember Brown 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 Scott Taylor, First Christian Church, 2400 West 14<sup>th</sup> Street followed by the PLEDGE OF ALLEGIANCE.

MAYOR COMMUNICATION: Mayor Hornady acknowledged Community Youth Council member Mikayla Walsh. Mayor Hornady wished everyone a joyous and blissful holiday season.

#### PRESENTATIONS AND PROCLAMATIONS:

Presentation by Grand Island Facilities Corporation for the Certificate of Final Completion for the Grand Island Library Expansion Design/Build Contract. Steve Fosselman, Library Director reported the final completion of the Design/Build contract for expansion and renovation at the Edith Abbott Memorial Library had been completed under budget. Mr. Fosselman introduced Terry Loschen, President of the Grand Island Facilities Corporation. Mr. Loschen thanked the council and Mr. Fosselman for all the work they had done to make the expansion/renovation a reality. Mr. Loschen then signed the certificate of final completion.

#### PUBLIC HEARINGS:

Public Hearing on Request from H & H Catering, Inc. dba Neater's Alibi, 908 North Broadwell Avenue for a Class "CK" Liquor License. RaNae Edwards, City Clerk reported that an application had been received from H & H Catering, Inc. dba Neater's Alibi, 908 North Broadwell for a Class "CK" Liquor License. Ms. Edwards presented the following exhibits for the record: application submitted to the Liquor Control Commission and received by the City on November 29, 2007; notice to the general public of date, time, and place of hearing published on December 8, 2007; notice to the applicant of date, time, and place of hearing mailed on November 29, 2007; along with Chapter 4 of the City Code. Staff recommended approval No public testimony was heard.

Public Hearing on Request from Fourth Street Café, Inc. dba Pam's Pub & Grub, 2848 South Locust Street for a Class "C" Liquor License. RaNae Edwards, City Clerk reported that an application had been received from Fourth Street Café, Inc. dba Pam's Pub & Grub, 2848 South Locust 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 December 3, 2007; notice to the general public of date, time, and place of hearing published on

December 8, 2007; notice to the applicant of date, time, and place of hearing mailed on December 3, 2007; along with Chapter 4 of the City Code. Staff recommended approval contingent upon final inspections. No public testimony was heard.

Public Hearing on Proposed Amendments to the Grand Island City Code Section 36.71 Section A(2) of the ME Zoning District Regarding Propane Storage Tanks. Chad Nabity, Regional Planning Director reported that Bosselman Energy Inc. had requested the zoning change to allow for more than one propane tank and a maximum capacity of up to 70,000 gallons. No public testimony was heard.

Public Hearing on Acquisition of Utility Easement Along Front Property Lines of New York and Pennsylvania Avenue, East of Independence Avenue (Woodland Park Townhomes, LLC & Hastings Ventures, LLC). Gary Mader, Utilities Director reported that acquisition of a utility easements located along the front property lines of New York and Pennsylvania Avenue, east of Independence Avenue were needed in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers. These easements would be used to place electric underground cable and single phase pad-mounted transformers in front of each lot to provide electrical service to each residence. No public testimony was heard.

#### ORDINANCES:

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

#9154 – Consideration of Proposed Amendments to the Grand Island City Code Section 36.71 Section A(2) of the ME Zoning District Regarding Propane Storage Tanks

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

Motion by Meyer, second by Gilbert to approve Ordinance #9154.

City Clerk: Ordinance #9154 on first reading. All those in favor of the passage of this ordinance on first reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

City Clerk: Ordinance #9154 on final passage. All those in favor of the passage of this ordinance on final passage, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

Mayor Hornady: By reason of the roll call votes on first reading and then upon final passage, Ordinance #9154 is declared to be lawfully adopted upon publication as required by law.

CONSENT AGENDA: Consent agenda item G-4 was removed for further discussion. Motion by Zapata, second by Gericke to approve the Consent Agenda excluding item G-4. Upon roll call vote, all voted aye. Motion adopted.

Approving Minutes of December 4, 2007 City Council Regular Meeting.

Approving Minutes of December 11, 2007 City Council Study Session.

Approving Minutes of December 11, 2007 City Council Special Meeting.

Approving Appointments of Larry Seney, Brady Blauhorn, Bob Bennett, Bob Ranard, Craig Lewis, and Dean Mathis to the Electrical Board.

Approving Appointments of Russ Shaw, Loren Peterson, Scott Hilligas, Mike McElroy, Mike Myers, Todd Bredthauer, and Armando Perez to the Mechanical Examining Board.

Approving Appointments of Larry Callahan, Jennifer Herman, Mike Bailey and, David Scoggins to the Plumbers Examining Board.

Approving Request from Susan McAfee, 1863 7<sup>th</sup> Avenue, Dannebrog, Nebraska for Liquor Manager Designation for Pump & Pantry #2, 3200 Old Highway 30.

#2007-318 – Approving Contract for Housekeeping Services at the Grand Island/Hall County Law Enforcement Center with Ray Aguilar Janitorial of Grand Island, Nebraska in an Amount of \$31,200.00 per year for Routine Services and \$15.00 per hour for Relief Services.

#2007-319 – Approving Change Order No. 16 with Chief Construction of Grand Island, Nebraska for Law Enforcement Center for an Increase of \$5,149.10 and a Revised Contingency Amount of \$76,622.00.

#2007-320 – Approving Contract between the City of Grand Island and Hall County Housing Authority for Police Services.

#2007-321 – Approving Vending Services Contact for Law Enforcement Center with Boyd's Full Service Vending of Hastings, Nebraska.

#2007-322 – Approving Bid Award for Control Room Fire Escape at Platte Generating Station with Steel Crafters, Inc. of Grand Island, Nebraska in an Amount of \$47,676.00.

#2007-323 – Approving Bid Award for Replacement Steam Turbine Generator Voltage Control System at Burdick Station with E2 Power Systems, Inc. of Littleton, Colorado in an Amount of \$131,395.00.

#2007-324 – Approving Change Order #1 for Cooling Tower Rebuild at Platte Generating Station with Midwest Tower of Blue Springs, Missouri for an Increase of \$10,554.88 and a Revised Contract Amount of \$419,648.88.

#2007-235 – Approving Award of Contract for Engineering Services for Rogers Reservoir with Olsson Associates of Grand Island, Nebraska in an Amount not to exceed \$96,520.00.

#2007-326 – Approving Utilities Director Gary Mader and Assistant Utilities Director Timothy Luchsinger as EPA Clean Air Act Designated Representative and Alternate Representative.



#2007-327 – Approving Acquisition of Utility Easement Along Front Property Lines of New York and Pennsylvania Avenue, East of Independence Avenue (Woodland Park Townhomes, LLC & Hastings Ventures, LLC).

#2007-328 – Approving Bid Award for One (1) 2008 Solid Waste Transfer Trailer (Solid Waste Division) with Wilkens Industries, Inc. of Morris, Minnesota in an Amount of \$55,915.00 with a trade-in of \$13,00 for a Net Cost of \$52,915.00.

#2007-329 – Approving Bid Award for One (1) 2008 Four Wheel Drive Front End Loader (Solid Waste Division) with Nebraska Machinery of Doniphan, Nebraska in an Amount of \$197,045.00 with trade-in of \$85,00.00 and a Repurchasing Agreement in an Amount of \$96,500.00 for a Net Cost of Ownership of \$15,545.00.

#2007-330 – Approving Bid Award for One (1) 2008, 90,000 GVW Conventional Truck-Tractor (Solid Waste Division) with Nebraska Truck Center of Grand Island, Nebraska in an Amount of \$88,740.00.

#2007-331 – Approving Authorization for Emergency Sanitary Sewer Repair Related to Valve Failure in the Pumping Station at the Wastewater Treatment Plant with The Diamond Engineering company of Grand Island, Nebraska with an Estimated Cost of \$55,000.00.

Approving the Following Councilmember Appointments to Boards and Commissions:

Building Code Advisory Board:	Bob Meyer
Business Improvement District #3:	Joyce Haase
Business Improvement District #4:	Kirk Ramsey
Business Improvement District #5:	Jose Zapata
City/County Communications/Civil Defense Committee:	Bob Meyer, John Gericke, Larry Carney
Community Development Advisory Board:	Tom Brown
Community Redevelopment Authority:	<del>Bob Niemann</del> Peg Gilbert
Fire Station #1/Training:	Bob Meyer
GI Area Economic Development Corp.	Mitch Nickerson
Humane Society:	<del>Peg Gilbert</del> Bob Niemann
Law Enforcement Co-Location:	Mitch Nickerson
Library Board:	Tom Brown
Multi-Cultural Coalition:	Kirk Ramsey
Problem Resolution Team:	Larry Carney
Regional Planning Commission:	Bob Niemann & Joyce Haase
Systems Information Advisory Committee(City/County)	Peg Gilbert
Transportation Committee:	Joyce Haase & Bob Meyer

Mayor Hornady informed the Council that she would like to appoint Peg Gilbert to the Community Redevelopment Authority and Bob Niemann to the Human Society.

Motion by Meyer, second by Ramsey to approve the Council appointments with the changes noted by the Mayor. Upon roll call vote, all voted aye. Motion adopted.

RESOLUTIONS:

#2007-332 – Consideration of Request from H & H Catering, Inc. dba Neater's Alibi, 908 North Broadwell Avenue for a Class "CK" Liquor License and Liquor Manager Designation for Alan Hagemeyer, 46785 Hwy 70, Arcadia, Nebraska. RaNae Edwards, City Clerk reported this item related to the aforementioned Public Hearing.

Motion by Nickerson, second by Haase to approve Resolution #2007-332. Upon roll call vote, all voted aye.

#2007-333 – Consideration of Request from Fourth Street Café, Inc. dba Pam's Pub & Grub, 2848 South Locust Street for a Class "C" Liquor License and Liquor Manager Designation for Pamela Ehlers, 2170 N. Monitor Road.

Motion by Nickerson, second by Haase to approve Resolution #2007-333. Upon roll call vote, all voted aye.

PAYMENT OF CLAIMS:

Motion by Haase, second by Zapatta to approve the Claims for the period of December 5, 2007 through December 18, 2007, for a total amount of \$4,294,124.02. Motion adopted unanimously.

Motion by Haase, second by Zapata to approve the following Claims for the Library Expansion for the period of November 14, 2007 through December 18, 2007:

#99	\$1,250.00
#100	235.49
#101	1,988.14
#102	<u>28,979.48</u>

Total:	\$32,453.11
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Motion adopted unanimously.

ADJOURNMENT: The meeting was adjourned at 7:25 p.m.

RaNae Edwards  
City Clerk



# City of Grand Island

Tuesday, January 08, 2008

Council Session

## Item G3

### **Approving Appointments to the Community Development Advisory Board**

*The Mayor has submitted the name of Lisa Heineman to the Community Development Advisory Board to fill the unexpired term of Cindy Bennett. This appointment would become effective immediately upon Council approval and would expire on July 31, 2010.*

*The Mayor has also submitted the name of Steven Beck to the Community Development Advisory Board to fill the unexpired term of Bobby Ranard. This appointment would become effective immediately upon Council approval and would expire on June 30, 2008.*

Staff Contact: Mayor Margaret Hornady



# City of Grand Island

Tuesday, January 08, 2008

Council Session

## Item G4

### **Approving Appointments to the Grand Island Facilities Corporation Board**

*The Mayor has submitted the re-appointment of Terry Loschen to the Grand Island Facilities Corporation Board. This appointment would become effective immediately upon approval by Council, and would expire on November 30, 2010. Approval is recommended.*

*The Mayor has also submitted the appointment of Scott Dugan to fill the vacancy of Kirk Ramsey who was appointed to the City Council - Ward 3 on November 27, 2007. This appointment would become effective immediately upon approval by Council, and would expire on November 30, 2010. Approval is recommended.*

Staff Contact: Mayor Margaret Hornady



# City of Grand Island

Tuesday, January 08, 2008

Council Session

## Item G5

### **Approving Appointment to the Law Enforcement Co-Location Committee**

*The Mayor has submitted the name of Jim Williams to the Law Enforcement Co-Location Committee. This appointment would become effective immediately upon Council approval.*

Staff Contact: Mayor Margaret Hornady





# City of Grand Island

Tuesday, January 08, 2008

Council Session

## Item G6

**#2008-1 - Approving Generalized Redevelopment Plan for CRA  
Area #6**

Staff Contact: Chad Nabity

## RESOLUTION 2008-1

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. 6 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.6 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, January 8, 2008.

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Margaret Hornady, Mayor

Attest:

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RaNae Edwards, City Clerk



# City of Grand Island

Tuesday, January 08, 2008

Council Session

## Item G7

**#2008-2 - Approving Amendment to the Generalized  
Redevelopment Plans for CRA Areas #1, #4, and #6**

Staff Contact: Chad Nabity

RESOLUTION 2008-2

WHEREAS, on December 18, 1995, by Resolution 95-334, the City of Grand Island approved and adopted the Redevelopment Plan for Redevelopment Area No. 1 as submitted by the Community Redevelopment Authority; and

WHEREAS, on December 19, 2000, by Resolution 2000-389, the City of Grand Island approved and adopted the Redevelopment Plan for Redevelopment Area No. 4 as submitted by the Community Redevelopment Authority; and

WHEREAS, on October 9, 2007, by Resolution 2007-259, the City of Grand Island approved and adopted the Redevelopment Plan for Redevelopment Area No. 6 as submitted by the Community Redevelopment Authority; and

WHEREAS, on December 6, 2007, the Community Redevelopment Authority passed a resolution approving an amendment to such redevelopment plan relative to the creation of Rail Road Quiet Zones

WHEREAS, on December 5, 2007, the Regional Planning Commission approved the proposed amendment to the Redevelopment Plan; and

WHEREAS, notice of hearing as required by Neb. Rev. Stat. §18-2115 has been provided; and

WHEREAS, a public hearing was held on January 8, 2008 for the purpose of discussing the proposed amendment to such Redevelopment Plan for Redevelopment Areas No. 1, 4 and 6 in the City of Grand Island.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Redevelopment Plan for Redevelopment Areas No. 1, 4 and 6 as previously approved by the City of Grand Island is hereby amended relative to the creation of Rail Road Quiet Zones as identified above.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska on January 8, 2008.

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

Attest:

Approved as to Form January 3, 2008	? _____ > City Attorney
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RaNae Edwards, City Clerk

Approved as to Form	?	_____
January 3, 2008	>	City Attorney



# City of Grand Island

Tuesday, January 08, 2008

Council Session

## Item G8

**#2008-3 - Approving Purchase of (2) 2008 Ford 2-Wheel Drive  
Half-Ton Pickups for Park and Recreation Department**

Staff Contact: Steve Paustian

# **Council Agenda Memo**

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

**Meeting:** January 8, 2008

**Subject:** Purchase of (2) 2008 Ford 2-Wheel Drive Half-Ton Pickups

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

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

## **Background**

The Park and Recreation Department, Park Maintenance Division budgeted to replace two 1993, 2-wheel drive half-ton pickups. The 2008, half-ton regular cab 2wd base Ford F150 RC replacement pickups will be used for general park maintenance operations.

## **Discussion**

The vehicle specifications awarded under State of Nebraska contract #12061 OC meets all of the requirements for the Park Maintenance Division vehicles. Anderson Ford of Lincoln, NE submitted a bid with no exceptions in the amount of \$14,310.00 each. There are sufficient funds for this purchase in Account No. 10044403-85625

## **Alternatives**

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

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

### **Recommendation**

City Administration recommends that the Council approve the purchase of two vehicles in the mount of \$14,310.00 each from Anderson Ford of Lincoln, NE. Total price will be \$28,620.00.

### **Sample Motion**

Move to approve the purchase of the Park Maintenance Division vehicles from Anderson Ford in the amount of \$14,310.00 each.

RESOLUTION 2008-3

WHEREAS, the Parks and Recreation Department for the City of Grand Island, budgeted for two vehicles in the 2007/2008 fiscal year; and

WHEREAS, said vehicles, 2008 Half Ton Regular Cab Two Wheel Drive Ford F150 RC replacement pickups can be obtained from the State contract holder; and

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

WHEREAS, the funding for such vehicle is provided in the 2007/2008 budget.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the purchase of two 2008 Half Ton Regular Cab Two Wheel Drive Ford F150 RC replacement pickups in the amount of \$14,310.00 each from the State contract holder, Anderson Ford of Lincoln, Nebraska, is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, January 8, 2008.

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

Attest:

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

Approved as to Form	☐ _____
January 3, 2008	☐ City Attorney





# City of Grand Island

Tuesday, January 08, 2008

Council Session

## Item G9

**#2008-4 - Approving Request for Contract Extension with Hooker Brothers for Earthwork for Wells #1, #5, and #8 - Platte River Wellfield**

Staff Contact: Gary R. Mader; Wesley Nespor

# **Council Agenda Memo**

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

**Meeting:** January 8, 2008

**Subject:** Contract 2008-WF-1 - Request for Time Extension

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

**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. 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 four years. Protective buildings for an additional three wells are budgeted again in the Water Department '07 – '08 budget.

Contract 2008-WF-1 consists of furnishing all equipment and labor for grading, constructing embankments, and related earthwork around wells #1, #4, and #8 at the City's Platte River Wellfield. The work is required before the new buildings can be constructed. Hooker Brothers Construction Company, of Grand Island, was awarded the contract for the required earthwork, at the Council Meeting of October 23, 2007.

## **Discussion**

Hooker Brothers has completed the contract earth work and the areas around the three wells are now graded for installation of the protective buildings. However, the contract also included seeding of the area of construction. Hooker Brothers has requested a time extension to the contract to postpone the specified seeding until next spring. A copy of the contractor's request for extension is attached.

## **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 requested contract extension be granted. Postponing the seeding portion of the contract work will improve the chances of getting a good stand of vegetation to hold the newly placed materials. The banks will be re-dressed prior to seeding.

## **Sample Motion**

Move to grant a contract extension to Hooker Brothers Construction Company to April 1, 2008, for the seeding portion of Contract 2008-WF-1, Platte River Wellfield Earthwork, Wells #1, #4, and #8.

# **h** **HOOKER BROTHERS**

**Construction Company**

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2510 SO. NORTH RD.  
P.O. BOX 5288  
GRAND ISLAND, NE. 68802-5288  
PHONE 308-384-2030  
FAX 308-384-2036

12/3/07

Tom Barnes  
Construction and Engineering Department  
Grand Island Utilities  
P.O. Box 1968  
Grand Island, Nebraska 68802

Re: Platte River Well Field Contract 2008-WF-1, Wells 1, 4, & 8 Earthwork

Subject: Request for Time Extension.

Dear Tom:

Hooker Brothers Construction Company is requesting an extension in time for the above referenced project. Do to earlier adverse weather conditions, a late notice to proceed, and a backlog of work; we are requesting additional time to complete this project. We have scheduled this project to start today and should weather conditions permit the grading of the well pads will be complete by the end of this week. We do not anticipate performing the seeding work until next spring, thus giving the planting's the optimum chance for survival.

As discussed at the pre-construction meeting the construction of well house buildings is not scheduled to start until next March. We anticipate having all construction except the seeding completed by that time.

I wish to thank you for your patience and if you have any questions please feel free to contact me at our Grand Island office.

Respectfully;



Rod Hooker

Hooker Brothers Construction Company

Cc:

Project file

RESOLUTION 2008-4

WHEREAS, on October 23, 2007, by Resolution 2007-266, Hooker Brothers Construction of Grand Island, Nebraska, was awarded the bid for Contract 2008-WF-1 for earthwork for Platte River Well Field Wells, 1, 4 and 8; and

WHEREAS, completion of Contract 2008-WF-1 has been delayed due to unforeseen circumstances; and

WHEREAS, additional time is needed to complete Contract 2008-WF-1 and Council approval is required to amend the contract completion date.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the request for extension of the contract of Contract 2008-WF-1 is approved and that the Mayor is hereby authorized and directed to execute any related documents on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, January 8, 2008.

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Margaret Hornady, Mayor

Attest:

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RaNae Edwards, City Clerk





# City of Grand Island

Tuesday, January 08, 2008

Council Session

## Item G10

**#2008-5 - Approving Change Order #3 - Water Main District**

**#455 - Park-View Subdivision**

Staff Contact: Gary R. Mader; Wesley Nespor

# **Council Agenda Memo**

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

**Meeting:** January 8, 2008

**Subject:** Water Main District 455 – Park-View Subdivision  
Change Order #3

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

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

## **Background**

In March of 2007, the City entered into a contract for Water Main District 455 with Starostka Group Unlimited, Inc., of Grand Island, to install water lines and services to the properties along Commerce Avenue and Pioneer Blvd., in the Park-View Subdivision, located in the south-central portion of the City.

## **Discussion**

The project was somewhat hampered in progress due to the consistently wet weather during the summer months this year. At the end of the project, there remained two residential driveways that had been damaged during the construction and not yet repaired by the contractor. After repeated requests to complete the repair of the driveways, the contractor was formally notified by the Legal Department that if the necessary repairs were not completed by a date certain, the Utilities Department would complete the project and back charge the contractor. The date certain was not met by the contractor. In order to complete repair for the area residents before the winter season, the Utilities Department proceeded with the repair. That work is now complete. The total cost was \$1,906.83. Proposed Change Order #3 to the contract would deduct that amount from the contract 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 Change Order #3 to the Water Main District 455 Contract with Starostka Group Unlimited Inc., in the amount of a \$1,906.83 reduction in the contract amount.

### **Sample Motion**

Move to approve Change Order #3 to the contract for Water Main District 455.



CHANGE ORDER #3

TO: Starostka Group Unlimited, Inc.  
429 Industrial Lane  
Grand Island, NE 68803

Project: Water Main District 455 (Commerce Avenue and Pioneer Blvd.)

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

1. Amend the awarded contract price to include the deduction and cost of repairing the driveways on Commerce Avenue (WWO 22632) for the sum of \$1,910.00 for a total amended contract price of \$226,025.95.

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<i>The Original Contract Sum</i>	<u>\$219,862.80</u>
<b>Contract Amount Per Units Placed</b>	<u><b>\$219,337.78</b></u>
<b>Change Order #1 - Per Units Placed</b>	<u><b>\$ 8,595.00</b></u>
<b>Change Order #2 – Time Extension / Warranty</b>	<u><b>\$ 0.00</b></u>
<b>Change Order #3 – Driveway Replacement</b>	<u><b>(\$ 1,906.83 )</b></u>
<b>Final Amended Contract Sum</b>	<u><b>\$226,025.95</b></u>

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Approval and acceptance of this Change Order acknowledges understanding and agreement that the deduction of cost and time adjustments included represent the complete values arising out of and/or incidental to the Work described herein. Additional claims will not be considered.

APPROVED: **CITY OF GRAND ISLAND**

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

Date \_\_\_\_\_

Attest: \_\_\_\_\_

Approved as to Form, City Attorney

ACCEPTED: **STAROSTKA GROUP UNLIMITED, INC.**

By: *Mark Starostka*

Date 12/20/07

RESOLUTION 2008-5

WHEREAS, on February 27, 2007, by Resolution 2007-43, the City of Grand Island awarded a bid in the total amount of \$219,862.80 for the construction of Water Main District No. 455 to Starostka Group Unlimited, Inc., of Grand Island, Nebraska; and

WHEREAS, on November 13, 2007, by Resolution No. 2007-282, the City of Grand Island approved Change Order No. 2 for an extension of the warranty period on the backfill compaction; and

WHEREAS, because Starostka Group Unlimited, Inc., failed to repair two residential driveways that had been damaged during the construction of Water Main District No. 455, the Utilities Department completed the repairs at a cost of \$1,906.83 and that amount is to be deducted from the contract amount by Change Order No. 3.

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.3 for Water Main District No. 455.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, January 8, 2008.

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

Attest:

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





# **City of Grand Island**

**Tuesday, January 08, 2008**

**Council Session**

## **Item G11**

**#2008-6 - Approving Award of Proposal for Engineering Services  
related to Semi-Annual Topographic Surveys at the Landfill**

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

# **Council Agenda Memo**

**From:** Steven P. Riehle, Public Works Director

**Meeting:** January 8, 2008

**Subject:** Approving Award of Proposal for Engineering Services  
Related to Semi-Annual Topographic Surveys at the  
Landfill

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

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

## **Background**

The Solid Waste Division of the Public Works Department is responsible for the operation of the city's 330 acre solid waste landfill. The landfill is in Hall County and located seven (7) miles north of Shelton, Nebraska at 19550 West Husker Highway, just east of the Hall/Buffalo County Line (Wiseman Road).

On November 18, 2007 a Request For Proposals (RFP) for engineering services related to semi-annual topographic surveys at the landfill was advertised in the Grand Island Independent and sent to eight (8) potential proposers.

## **Discussion**

Three (3) proposals were received on December 11, 2007. The proposals were reviewed by Solid Waste Superintendent, Jeff Wattier; Public Works Director, Steve Riehle; and Assistant City Attorney, Wes Nespor. Miller & Associates Consulting Engineers, P.C. of Kearney, Nebraska submitted the proposal that was chosen using evaluation criteria listed in the RFP.

Firm experience on similar work (20%)  
Team experience on similar work (20%)  
Approach (20%)  
Proposed fees and Agreement (40%)

Miller & Associates will provide engineering services to conduct semi-annual topographic surveys at the landfill. There will be two (2) surveys conducted of the

landfill per year to calculate various data used for reporting air space used, remaining air space, compaction densities, and various other data for the next three (3) years.

### **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 proposal by Miller & Associates Consulting Engineers, P.C. of Kearney, Nebraska.

### **Sample Motion**

Move to approve the proposal by Miller & Associates Consulting Engineers of Kearney, Nebraska.



Dale M. Shotkoski, Assistant City Attorney

*Working Together for a  
Better Tomorrow, Today*

**REQUEST FOR PROPOSAL  
FOR  
ENGINEERING SERVICES RELATED TO  
SEMI-ANNUAL SURVEYS AT THE SOLID WASTE LANDFILL**

**RFP DUE DATE:** December 11, 2007 at 4:00 p.m.

**DEPARTMENT:** Public Works

**PUBLICATION DATE:** November 18, 2007

**NO. POTENTIAL BIDDERS:** 8

**SUMMARY OF PROPOSALS RECEIVED**

**Olsson Associates**  
Grand Island NE 68801

**Miller & Associates**  
Kearney, NE

**Kirkham Michael**  
York, NE

cc: Steve Riehle, Public Works Director  
Jeff Wattier, Solid Waste Superintendent  
Jeff Pederson, City Administrator  
Dale Shotkoski, City Attorney  
Sherry Peters, Legal Secretary

Bud Buettner, Assist. PW Director  
Catrina Delosh, PW Admin. Assist.  
David Springer, Finance Director  
Wes Nespor, Assist. City Attorney

**P1210**

# **AGREEMENT FOR ENGINEERING CONSULTING SERVICES**

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2008, by and between the **CITY OF GRAND ISLAND**, hereinafter referred to as "Client", and **MILLER & ASSOCIATES, CONSULTING ENGINEERS, P.C.**, hereinafter referred to as "Consultant." This Agreement consists of this document which contains the general terms and conditions to which the parties mutually agree and includes Schedule 'A' (Scope of Services) and Schedule 'B' (Compensation Provisions) attached to this document and by this reference incorporated herein as part of this Agreement. In consideration of the mutual promises, covenants and agreements contained herein, the parties agree:

## **ARTICLE 1: ENGAGEMENT**

1.1 The Client hereby engages Consultant and Consultant hereby accept the engagement to perform certain professional environmental services described in Schedule A (hereinafter the "Project") for the Client at the site located at: landfill located three miles north of Shelton, Nebraska, in Hall County hereinafter the "Site."

## **ARTICLE 2: SERVICES**

2.1 Consultant's basic services consist of the specific activities set forth as Task I in Schedule 'A.'

2.2 The Client acknowledges and agrees that Consultant does not make any representation to the Client that every detectable environmental pollutant or contaminant will be discovered through the performances of services hereunder and that services to be performed by Consultant under this Agreement cannot wholly eliminate uncertainty regarding the potential for recognized environmental conditions in connection with the site.

## **ARTICLE 3: RESPONSIBILITIES OF THE CLIENT**

3.1 The Client shall provide all information in its possession, custody or control which relates to the Site or information which the Client has reason to suspect relates to the Site, its present and prior uses, or to activities at the Site which may bear upon the services of Consultant under this Agreement.

3.2 The Client shall arrange for Consultant, its agents and representatives, to have unrestricted access to the Site and all buildings and facilities thereon at reasonable times throughout contract performance by Consultant

3.3 Client acknowledges that it may be required to report regulated conditions at the Site to the appropriate public authorities, including the Environmental Protection Agency, in accordance with applicable law. Client indemnifies and holds Consultant harmless from any requirement to report such conditions.

3.4 The services, information, and other data required by this article to be furnished by the Client shall be at the Client's expense, and Consultant may rely upon all data furnished by the Client, and the accuracy and completeness thereof.

3.5 Client acknowledges that should the State of Nebraska withhold funds from the Client or Consultant for this project, to pay for unrelated taxes owed to the state by the Client, the Client will be

responsible to pay Consultant fees deducted, as it is not the Consultant's liable to pay for previously owed State taxes.

#### **ARTICLE 4: SERVICES EXCLUDED**

4.1 Services not expressly set forth in writing in this Agreement are excluded from the scope of Consultant's services, and Consultant assumes no duty to the Client to perform such services.

4.2 Unless specifically listed in Schedule A, Consultant's services exclude testing for the presence of, monitoring of, storage of, treatment of, abatement of, disposal of, or removal of hazardous substances, hazardous material, hazardous wastes, or hazardous oils or petroleum by-products at or on the site.

#### **ARTICLE 5: PAYMENT TO CONSULTANT**

5.1 For services performed, the Client will pay Consultant the fees and charges set forth in Schedule B, Compensation Provisions.

5.2 Progress payments shall be made by Client for services rendered and costs incurred by Consultant as indicated within this Agreement and shall be due and owing within thirty (30) days of Consultant's submittal of invoice or statement for payment. Past due amounts owed shall include a charge at the maximum legal rate of interest from the thirtieth day of the date of Consultant's invoice or statement.

#### **ARTICLE 6: PERIOD OF SERVICES**

6.1 Consultant and Client shall promptly commence and diligently proceed with the performance of their obligations under this Agreement. Conditional upon full and prompt cooperation from Client and other agencies or parties from whom Consultant must rely upon for information or documentation in the performance of its services hereunder. Consultant estimates the services will be completed by dates mutually agreed upon between Consultant and Client, and within the Client established surveying periods.

6.2 In the event that Consultant, or any of its subcontractors, is delayed at any time in performing the tasks set forth herein by any act or neglect of the Client, or any representative, contractor, employee or agent of the Client, or by fire and other casualty, unusual delay in transportation, inclement weather, act of war or governmental preemption, or any delay in the review of specific tasks set forth herein, or any delay in approval by any federal, state or governmental agency or any other causes beyond Consultant's control, or by delay authorized by the Client pending resolution of a dispute, or any significant modification or changes in the extent of the work to be performed by Consultant, then the time for performance of the Project shall be extended by the same number of days as such occurrence delays such completion. Consultant shall not be responsible for, and the Client shall hold Consultant harmless from, any expenses or other consequences resulting from any such occurrence or delays.

6.3 If the Client or others require significant modifications or changes to the scope of the Project or Consultant's services or if the Client or others substantially delay Consultants performance, the time of performance of Consultant's services and its compensation shall be adjusted appropriately.

#### **ARTICLE 7: INDEPENDENT PARTY**



7.1 Consultant is an independent contracting party and not an agent or employee of the Client. No aspect of this Agreement, nor any activities undertaken in relation to this Agreement, are intended to establish any relationship of employment, agency, partnership, or joint venture between Consultant and Client.

## **ARTICLE 8: STANDARD OF CARE**

8.1 The standard of care applicable to Consultant's services will be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services under similar circumstances at the same time and in the same geographic area or locality the services are performed.

8.2 The Client agrees that no further warranty or guaranty, expressed or implied, is made by Consultant with respect to the services furnished hereunder, and all implied warranties are hereby disclaimed.

## **ARTICLE 9: INSURANCE**

9.1 Consultant shall maintain, at its own expense, Workers Compensation Insurance and Comprehensive General Liability Insurance with limits of coverage set by Consultant and will, upon request, furnish insurance certificates to the Client. Consultant agrees to indemnify the Client for the hazards covered by Consultant's insurance subject to the limitation of liability as set forth below.

## **ARTICLE 10: LIMITATION OF CONSULTANT'S LIABILITY**

10.1 To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Consultant and Consultant's officers, directors, stockholders, employees, agents and representatives, or any of them (herein collectively referred to as "Consultant"), to Client and anyone claiming by, through or under Client, for any and all losses, costs or damages whatsoever arising out of, resulting from or in any way related to Consultant's work or services, the project for which such services were performed, or this Agreement from any cause or causes, including, but not limited to, the negligence, professional errors or omissions, strict liability, statutory liability or breach of contract, or warranty, express or implied, of Consultant or Consultant's officers, directors, stockholders, employees, agents or representatives, or any of them, shall not exceed the total compensation received by Consultant under this Agreement. Consultant's liability hereunder for any and all claims or actions, regardless of how arising, shall be limited to the total compensation received by Consultant from the Client, and Client, for itself and for anyone claiming under or through Client, hereby forever releases and discharges Consultant from any and all liability, claims, demands, actions, causes of action, and judgments above such amount that Client may have or that might subsequently accrue to Client arising out of or connected with, directly or indirectly, this Agreement and any acts or omissions or services performed or done by Consultant in connection therewith. In no event shall Consultant be liable for incidental or consequential damages, including loss of profits or revenues resulting from negligence, errors, omissions, strict liability, breach of contract, breach of warranty or other cause or causes whatsoever.

## **ARTICLE 11: INDEMNIFICATION**

11.1 Client and Consultant recognize and agree that Consultant bears no responsibility whatsoever for the creation existence, presence, transportation, handling, disposal, storage and/or other operations or

activities in relation to toxic, hazardous, radioactive, infectious or other dangerous gas, vapor, smoke, fumes, soot, acid, alkali, chemical, metal and/or biological, fluid, liquid, or solid irritant, contaminant, pollution, waste and/or other substance, material or condition in relation to the work, whether at the Site or otherwise; and, further, the Consultant's compensation is in no way commensurate with the risks of personal or bodily injury, death and/or property damage associated with such activities and/or substances.

11.2 Therefore, the client agrees to indemnify, save harmless and defend Consultant from and against any and all liabilities, demands, claims, penalties, damages, forfeitures, suits, and the costs and expenses incident thereto (including costs of defense, settlement and reasonable attorney's fees), which it may hereafter incur, become responsible for or pay out as a result of death or bodily injuries or threat thereof to any person, destruction or damage to any property, contamination of or adverse effects on the environment or any violation of state or federal laws (including, without limitation the Resource Conservation and Recovery Act, the hazardous Material Transportation Act or the Comprehensive Environmental Response Compensation and Liability Act, as the same now exists or may hereafter be amended), regulations or orders based on or arising, in whole or in part, out of consultant's performance under this Agreement (the' Claims"), provided, however, that the Client shall not be obligated to indemnify Consultant for any Claim that results solely from the willful misconduct or reckless conduct of Consultant or its employees or agents.

## **ARTICLE 12: CHANGES**

12.1 The total compensation constitutes Consultant's estimate of the effort and charges required to complete the Project as Consultant understands it to be defined. As the project progresses, the facts developed may dictate a change in direction, additional effort or suspension in effort, which may alter the scope. Consultant will use reasonable efforts to inform the Client of such situations when in Consultant's judgment negotiation of change in scope and adjustment to the time and cost of performance is appropriate.

12.2 In the event Consultant performs additional work, including but not limited to work due to changes in codes or regulations issued by any regulatory agency after execution of this Agreement, or performs other services not included herein, additional compensation shall be paid Consultant as is mutually agreed upon, in writing.

12.3 In no event shall Consultant be obligated to perform services which would result in billings exceeding the funding limitation set forth in Schedule B.

## **ARTICLE 13: SUSPENSION**

13.1 Failure by Client to make timely payments of Consultant's invoice shall entitle Consultant to suspend performance of services under this Agreement. Unless payment in full is received by Consultant within seven (7) days of the date notice of the suspension is mailed to the Client by Consultant, the suspension shall take effect without further notice. Consultant shall not be liable for any damages or delays caused by such suspension.

## **ARTICLE 14: TERMINATION**

14.1 Consultant may terminate this Agreement, in whole or in part, at its election upon seven (7) days' written notice to the Client upon one or more of the following events: (1) invoices for services remain

unpaid for over thirty (30) days: (2) an “unexpected contingency” occurs, which shall mean (a) unavoidable accidents, acts of God or unavailability of transportation or restrictions on access to the Site; (b) any lawful order issued by the United States, state or local governmental authority; (c) the client becomes bankrupt or insolvent or goes or is put into liquidation or dissolution, either voluntarily or involuntarily, or petitions for an arrangement or reorganization under the Bankruptcy Act, or makes a general assignment for the benefit of creditors or otherwise acknowledges insolvency; (d) delay in receipt of information, documentation, or filings from governmental entities or other third parties; or (e) any other cause beyond Consultant’s reasonable control which adversely affects Consultants ability to carry out its obligations herein. Upon termination of this Agreement by Consultant under this section, Consultant shall be compensated for its services performed prior to the date of such termination, and for other expenses reasonably or necessarily incurred in connection with such termination.

#### **ARTICLE 15: CONFIDENTIALITY**

15.1 Both parties shall keep confidential all documents which either party has identified in writing as containing information which is confidential and proprietary and neither party will disclose or otherwise make such information available to third parties without the express written consent of the other party. Notwithstanding the foregoing, nothing contained herein shall prohibit Consultant from testifying with regard to its work or findings or releasing documents and work product under compulsion of subpoena.

#### **ARTICLE 16: OWNERSHIP AND REUSE OF DOCUMENTS**

16.1 All documents, including original drawings, estimates, specifications, field notes and other data prepared by Consultant pursuant to this Agreement are and remain the property of Consultant as instruments of services in respect to the Project. They are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by Consultant for the specific purpose intended will be at Clients sole risk and without liability or legal exposure to Consultant; and the Client shall indemnify and hold harmless Consultant from all claims, damages, losses and expenses including attorney’s fees, arising out of or resulting therefrom. Any such verification or adaptation will entitle Consultant to further compensation at rates to be agreed upon by Client and Consultant.

#### **ARTICLE 17: ASSIGNMENT**

17.1 The obligations of this Agreement shall be binding upon the successors, assigns, executors, administrators, and the legal representatives of both Consultant and the Client. Neither Client nor Consultant shall assign or transfer any rights or obligations under, or interest in, this Agreement without the written consent of the other, except that Consultant may assign this agreement to its affiliates or to subcontract any part or portion of the services to be performed hereunder.

## **ARTICLE 18: THIRD PARTY BENEFICIARIES**

18.1 Nothing contained in this Agreement shall be construed to create any rights or benefits in this Agreement to anyone other than Client and Consultant, without the specific advance written consent and approval of both. Nothing in this Agreement is intended to, nor shall this Agreement create, a contractual relationship with or a cause of action in favor of any third person or entity against Client or Consultant.

## **ARTICLE 19: LITIGATION COMPENSATION**

19.1 Client acknowledges that in the event of litigation and/or governmental investigations or regulatory procedures regarding the project, Consultant may be subpoenaed or otherwise compelled or called upon by parties to such litigation, or by governmental agencies, to provide testimony, documents, information, or other materials or matters relating to the site and that compensation paid to Consultant under this Agreement does not include compensation for such testimony or other involvement in such litigation or regulatory procedures relating to the site. Client therefore further agrees to compensate Consultant for any and all costs, expenses, obligations, or damages arising out of such litigation or such regulatory procedures with regard to the site, including, but not limited to, personnel costs of all employees of Consultant required to testify or provide information, documents or other materials (charged at Consultant's standard billing rates) and all out of pocket expenses for travel, duplication, telephone, and all other expenses reasonably and necessarily incurred by consultant in the course of providing testimony, documents, information, or other materials relating to such matters.

## **ARTICLE 20: INTEGRATION; AMENDMENTS; MODIFICATIONS**

20.1 This Agreement represents the entire and integrated agreement between the Client and Consultant and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended or modified only by a written instrument signed by each party.

## **ARTICLE 21: SURVIVAL**

21.1 The provisions of this Agreement shall survive the completion of the services under this Agreement and the termination of this Agreement for any cause.

## **ARTICLE 22: NOTICE**

22.1 Notices from either party to the other shall be in writing and deemed given upon delivery by hand or upon mailing by certified mail, return receipt requested and postage prepaid, to the respective parties at their addresses set forth herein or at such other address or addresses each may subsequently provide to the other, in writing. Notice given in any other fashion shall be deemed given and effective when actually received.

## **ARTICLE 23: LAWS**

23.1 This Agreement, and all rights and obligations of the parties hereunder, and any disputes hereunder, shall be construed and governed by the law of the State of Nebraska. This Agreement, and all rights and obligations of the parties hereunder, and any disputes hereunder, shall be construed and governed by the law of the State of Nebraska.

## ARTICLE 24: PARTIAL INVALIDITY

24.1 If any of these Standard Terms and Conditions shall be finally determined to be invalid or unenforceable in whole or in part, the remaining provisions hereof shall remain in full force and effect and shall be binding upon the parties hereto. The parties agree to reform this Agreement to replace any such invalid or unenforceable provision with a valid and enforceable provision that comes as close as possible to the intention of the stricken provision.

In witness whereof, the parties hereto have executed this Agreement the day and year following their signatures.

Approved for the **CITY OF GRAND ISLAND**

By: \_\_\_\_\_  
Margaret Hornady, Mayor

ATTEST:

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

**MILLER & ASSOCIATES, CONSULTING  
ENGINEERS, P.C.**

By: \_\_\_\_\_  
Jacque S. Haupt, Administrative Assistant

Approved as to form

\_\_\_\_\_  
Wesley Nespor, Assistant City Attorney

## ATTACHMENT A

This attachment is to the AGREEMENT between **Miller & Associates, Consulting Engineers, P.C.** ("CONSULTANT"), and the **City of Grand Island** ("OWNER") for a PROJECT generally described as: Semi-Annual Surveys at the Solid Waste Landfill

CONSULTANT agrees to furnish OWNER the following specific services:

**1.1 CONSULTANT shall perform professional services as hereinafter stated which include customary services, including such civil engineering services which are normal and incidental thereto, with special consideration to the environmental uses and safety issues associated with the semi-annual surveys at the Solid Waste Landfill.**

1.2 CONSULTANT shall perform semi-annual site surveys for a three year period as delineated in the Agreement. Services shall consist of the following:

- (i) Mobilizing a crew to conduct two surveys per year (typically December and June of each year);
- (ii) Revising landfill quantity sheet using landfill tonnage received and daily cover usage over previous period;
- (iii) Creating landfill survey sheets to include old contours with new contours overlaid with the grid, current contours for the entire site with the grid, and color-coded sheet showing amount of cut and fill within the survey boundaries;
- (iv) Providing the Client with an electronic copy (PDF) of quantity sheet, color coded cut/fill sheets, and contour sheets

**2.1 Additional Services of Consultant - If authorized in writing by OWNER, CONSULTANT shall furnish or obtain from others Additional Services of the following types which are not considered normal or customary Basic Services.**

2.1.1 Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by OWNER.

2.1.2 Services resulting from significant changes in extent of the Project or its design including, but not limited to, changes in size, complexity, OWNER'S schedule, or character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are due to causes beyond CONSULTANT's control.

2.1.3 Providing renderings or models for OWNER'S use.

2.1.4 Preparing documents for alternate bids requested by OWNER for Contractor(s)' work which is not executed or documents for out-of-sequence work.

2.1.5 Investigations involving detailed consideration of operations, maintenance and overhead expenses; providing Value Engineering during the course of design; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing and assisting OWNER in obtaining process licensing; detailed quantity surveys of material, equipment and labor; and audits or inventories required in connection with construction performed by OWNER.



2.1.6 Furnishing the services of special consultants for other than the customary architectural services, including such civil, structural, mechanical and electrical engineering services which are normal and incidental thereto, such as consultants for interior design, furniture, furnishings, communications, acoustics, kitchens and landscaping; and providing data or services of the types described in paragraph 3.3 when OWNER authorizes CONSULTANT to provide such data or services in lieu of furnishing the same in accordance with paragraph 3.3.

2.1.7 Services resulting from the award of more than one separate prime contract for construction, materials, equipment or services for the Project. Services resulting from the arranging for performance by persons other than the principal prime contractors of services for the OWNER and administering OWNER'S contracts for such services.

2.1.8 Expense of reproductions, postage and handling of Drawings and Specifications, excluding sets for the OWNER'S review and approval.

2.1.9 Services in connection with change orders to reflect changes requested by OWNER if the resulting change in compensation for Basic Services is not commensurate with the additional services rendered, services after the award of each contract in evaluating substitutions proposed by Contractor(s), and in making revisions to Drawings and Specifications occasioned thereby, and services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.

2.1.10 Services during out-of-town travel required of CONSULTANT other than visits to the Project site.

2.1.11 Preparing for OWNER, on request, a set of reproducible record prints of Drawings showing those changes made during the construction process, based on the marked-up prints, drawings and other data furnished by Contractor(s) to CONSULTANT and which CONSULTANT considers significant.

2.1.12 Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or neglected work of any Contractor, (3) prolongation of the contract time of any prime contract by more than sixty days, (4) acceleration of the work schedule involving services beyond normal working hours, and (5) default by any Contractor.

2.1.13 Preparation of operating and maintenance manuals; extensive assistance in the utilization of any equipment or system (such as initial start-up, testing, adjusting and balancing); and training personnel for operation and maintenance).

2.1.14 Services after completion of the Construction Phase, such as inspections during any guarantee period and reporting observed discrepancies under guarantees called for in any contract for the Project.

2.1.15 Preparing to serve or serving as a consultant or witness for OWNER in any litigation, public hearing or other legal or administrative proceeding involving the Project.

2.1.16 Additional services in connection with the Project, including services normally furnished by OWNER and services not otherwise provided for in this Agreement.

## ATTACHMENT B

This Attachment is to the AGREEMENT between **Miller & Associates, Consulting Engineers, P.C.** ("CONSULTANT"), and the **City of Grand Island** ("OWNER") for a PROJECT generally described as: Semi-Annual Surveys at the Solid Waste Landfill

### ARTICLE 3. COMPENSATION

Compensation by OWNER to CONSULTANT will be as follows:

#### A. LUMP SUM FEE PER EVENT

A lump sum fee of \$2,500 will be invoiced for each survey event, which includes the services delineated in **ATTACHMENT A**.

A *one-time* set-up fee in the amount of \$4,800 will be invoiced with the first survey event.

#### B. ADDITIONAL SERVICES - HOURLY

Additional services requested by the OWNER, and provided by the CONSULTANT will be invoiced at hourly fees in accordance with the schedule shown below. Hourly Costs used as a basis for payment mean rates as outlined for all CONSULTANT'S personnel engaged directly on the Project, including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel. For the purposes of this Agreement the principals of CONSULTANT and their current hourly fees are:

Professional Engineer	\$90.00/hour
Senior Environmental Technician	\$60.00/hour
CADD Draftsman	\$50.00/hour
Survey Crew, 2-Man	\$90.00/hour
Survey Crew, 3-Man	\$110.00/hour
Mileage	\$0.38/mile
Reproduction Services	@ Cost

#### C. RENEGOTIATION OF COMPENSATION

The fee is based on immediate authorization to proceed and timely completion of the PROJECT. If the PROJECT timing deviates from the assumed schedule for causes beyond CONSULTANT'S control, CONSULTANT reserves the right to request renegotiation of those portions of the lump sum affected by the time change.

RESOLUTION 2008-6

WHEREAS, the City of Grand Island invited proposals for engineering services related to Semi-Annual Topographic Surveys at the Solid Waste Landfill, according to Request for Proposals on file with the Public Works Department; and

WHEREAS, on December 11, 2007, proposals were received, reviewed and evaluated in accordance with established criteria; and

WHEREAS, Miller & Associates Consulting Engineers, P.C., of Kearney, Nebraska, submitted a proposal in accordance with the terms of the Request for Proposals and all statutory requirements contained therein and the City Procurement Code.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the proposal of Miller & Associates Consulting Engineers, P.C. of Kearney, Nebraska, for engineering services related to Semi-Annual Topographic Surveys at the Solid Waste Landfill is hereby approved.

BE IT FURTHER RESOLVED, 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 on January 8, 2008.

---

Margaret Hornady, Mayor

Attest:

---

RaNae Edwards, City Clerk

Approved as to Form	☐
January 3, 2008	☐ City Attorney



# City of Grand Island

Tuesday, January 08, 2008

Council Session

## Item G12

**#2008-7 - Approving Certificate of Final Completion for Traffic Signal Project No. 2006-TS-1; US Highway 30 and Public Safety Drive**

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

# **Council Agenda Memo**

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

**Meeting:** January 8, 2008

**Subject:** Approving Certificate of Final Completion for Traffic Signal Project No. 2006-TS-1; US Highway 30 and Public Safety Drive

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

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

## **Background**

A contract in the amount of \$85,835.60 for the installation of a traffic signal at the intersection of US Highway 30 and Public Safety Drive, Project No. 2006-TS-1, was awarded to Ensley Electrical Services Inc. on February 27, 2007. Work commenced on June 25, 2007 and was completed on December 10, 2007.

## **Discussion**

The project was completed in accordance with the terms, conditions, and stipulations of the contract, plans, and the specifications. It was completed at a total cost of \$88,804.60, which included a change order increase, in the amount of \$4,644.00. This was due to high ground water in the area increasing the cost for the installation of the 12' deep signal pole footing in the northwest corner of the intersection. Two items, removal of the old lighting units and relocation of the luminaries, were not needed for a cost reduction of \$790.00. One item for the purchase and installation of a street name sign will be done by city force for a cost reduction of \$885.00.

## **Alternatives**

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

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

4. Take no action on the issue

### **Recommendation**

City Administration recommends that the Council approve the Certificate of Final Completion for Traffic Signal Project 2006-TS-1.

### **Sample Motion**

Move to approve the Certificate of Final Completion for Traffic Signal Project 2006-TS-1.



## ENGINEER'S CERTIFICATE OF FINAL COMPLETION

Traffic Signal Project No. 2006-TS-1  
US Highway 30 & Public Safety Drive  
CITY OF GRAND ISLAND, NEBRASKA  
December 10, 2007

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

This is to certify that Traffic Signal Project No. 2006-TS-1 has been fully completed by Ensley Electrical Services INC. of Grand Island, Nebraska under the contract dated February 27, 2007. The work has been completed in accordance with the terms, conditions, and stipulations of said contract and complies with the contract, the plans and specifications. The work is hereby accepted for the City of Grand Island, Nebraska, by me as Public Works Director in accordance with the provisions of Section 16-650 R.R.S., 1943.

### **Traffic Signal Project No. 2006-TS-1; intersection of US Hwy 30 & Public Safety Drive**

<u>No.</u>	<u>Description</u>	<u>Unit Price</u>	<u>Unit</u>	<u>Total Quantity</u>	<u>Total Cost</u>
1.	Comb. Mast Arm Signal/Lighting Pole, CMP-30-12	\$ 8,220.00	ea.	1.0	\$ 8,220.00
2.	Comb. Mast Arm Signal/Lighting Pole, CMP-45-12	\$ 8,660.00	ea.	1.0	\$ 8,660.00
3.	Mast Arm Signal, Type MP-50-12	\$ 7,470.00	ea.	1.0	\$ 7,470.00
4.	Remove Lighting Unit	\$ 330.00	ea.	0.0	\$ 0.00
5.	Relocate Luminaire	\$ 65.00	ea.	0.0	\$ 0.00
6.	Traffic Signal Controller	\$12,575.00	ea.	1.0	\$12,575.00
7.	Pedestal Pole, Type 1	\$ 990.00	ea.	1.0	\$ 990.00
8.	Street Name Sign	\$ 295.00	ea.	0.0	\$ 0.00
9.	Traffic Signal, Type TS-1	\$ 750.00	ea.	7.0	\$ 5,250.00
10.	Pull Box, Type PB-1	\$ 460.00	ea.	10.0	\$ 4,600.00
11.	Pull Box, Type PB-2	\$ 800.00	ea.	1.0	\$ 800.00
12.	Pedestrian Signal, Type PS-1	\$ 655.00	ea.	2.0	\$ 1,310.00
13.	Video Detection Camera	\$ 5,210.00	ea.	3.0	\$15,630.00
14.	Service Meter and Pedestal	\$ 755.00	ea.	1.0	\$ 755.00
15.	2" Conduit in Trench (PVC)	\$ 2.00	Linear ft.	2,093.0	\$ 4,186.00
16.	2" Conduit Jacked (Steel)	\$ 27.00	Linear ft.	100.0	\$ 2,700.00
17.	2" Conduit Jacked (PVC)	\$ 10.60	Linear ft.	230.0	\$ 2,438.00
18.	3" Conduit in Trench (PVC)	\$ 5.50	Linear ft.	67.0	\$ 368.50
19.	3" Conduit Jacked (PVC)	\$ 12.00	Linear ft.	143.0	\$ 1,716.00
20.	3/C #14 AWG Traffic Signal Cable	\$ 1.20	Linear ft.	116.0	\$ 139.20
21.	7/C #14 AWG Traffic Signal Cable (Interconnect)	\$ 1.30	Linear ft.	2,425.0	\$ 3,152.50
22.	20/C #16 AWG Traffic Signal Cable	\$ 4.10	Linear ft.	321.0	\$ 1,316.10
23.	Camera Detector Cable	\$ 1.80	Linear ft.	321.0	\$ 577.80
24.	#8 Grounding Conductor	\$ .90	Linear ft.	317.0	\$ 285.30
25.	#6 Street Lighting Cable	\$ 1.15	Linear ft.	388.0	\$ 446.20
26.	#6 Service Cable	\$ 1.15	Linear ft.	500.0	\$ 575.00

**Original Contract Total**

**\$84,160.60**

**Change Order # 1**

27.	Pier Driving Sub Contractor	\$ 1,500.00	1.0	\$ 1,500.00
28.	Culvert Pipe	\$ 198.00	1.0	\$ 198.00
29.	Digger Truck	\$ 840.00	1.0	\$ 840.00
30.	Water Pump	\$ 216.00	1.0	\$ 216.00
31.	Labor	\$ 1,890.00		\$ 1,890.00
				-----
<b>Change Order #1 Total</b>				<b>\$ 4,644.00</b>

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**TOTAL PROJECT COST FOR 2006-TS-1**

**\$88,804.60**

I hereby recommend that the Engineer's Certificate of Final Completion for the Traffic Signal Project No. 2006-TS-1 be approved.

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Steven P. Riehle – City Engineer/Public Works Director

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Margaret Hornady – Mayor

RESOLUTION 2008-7

WHEREAS, the Public Works Director for the City of Grand Island has issued a Certificate of Final Completion for Traffic Signal Project No. 2006-TS-1, certifying that Ensley Electrical Services, Inc., of Grand Island, Nebraska, under contract dated February 27, 2007, has completed such project according to the terms, conditions, and stipulations for such improvements; and

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Public Works Director's Certificate of Final Completion for Traffic Signal Project No. 2006-TS-1 is hereby confirmed.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, January 8, 2008.

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

Attest:

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



# **City of Grand Island**

**Tuesday, January 08, 2008**

**Council Session**

## **Item G13**

**#2008-8 - Approving Certificate of Final Completion for Final  
Clarifier Launder Covers Project No. 2007-WWTP-1**

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

# **Council Agenda Memo**

**From:** Steven P. Riehle, Public Works Director

**Meeting:** January 8, 2008

**Subject:** Approving Certificate of Final Completion for Final Clarifier Launder Covers Project No. 2007-WWTP-1

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

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

## **Background**

The contract for furnishing Final Clarifier Launder Covers, Project 2007-WWTP-1 was awarded to MFG Water Treatment Products Company of Union City, Pennsylvania on March 28, 2007. Work commenced on April 13, 2007 and was completed July 15, 2007.

## **Discussion**

The purchase was completed in accordance with the terms, conditions, and stipulations of the contract, the plans, and the specifications. It was completed at a total cost of \$110,286.39 with no overruns or change orders.

## **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 Certificate of Final Completion for furnishing Final Clarifier Launder Covers, Project 2007-WWTP-1.

### **Sample Motion**

Move to approve the Certificate of Final Completion for furnishing Final Clarifier Launder Covers, Project 2007-WWTP-1.



## **ENGINEER'S CERTIFICATE OF FINAL COMPLETION**

**FINAL CLARIFIER LAUNDER COVERS PROJECT 2007-WWTP-1**  
**December 14, 2007**

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

This is to certify that FINAL CLARIFIER LAUNDER COVERS PROJECT 2007-WWTP-1 has been completed by MFG Water Treatment Products of Union City, Pennsylvania under contract dated 28 March 2007. The work has been completed in accordance with the terms, conditions, and stipulations of said contract and complies with the contract, the plans, and the specifications. The work is hereby accepted with the provisions of Section 16-650 R.R.S., 1943.

It is further certified that the improvements as constructed include the following items and costs and that this certificate shall constitute the Final Payment for this work.

**FINAL CLARIFIER LAUNDER COVERS Project 2007-WWTP-1 is located at Waste Water Treatment Plant.**

Purchase of:

Final Clarifier Launder Covers (3 Complete Sets)	\$ 110,205.00
<b>TOTAL PURCHASE COST</b>	<b>\$ 110,205.00</b>

### **SUMMARY OF OTHER COST**

Grand Island Daily Independent – Advertising	\$ 81.39
<b>TOTAL OTHER COST</b>	<b>\$ 81.39</b>

<b>TOTAL COST OF MATERIALS FOR FINAL CLARIFIER LAUNDER COVERS PROJECT 2007-WWTP-1</b>	<b>\$ 110,286.39</b>
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Respectfully submitted,

Steven P. Riehle, P.E.  
Director of Public Works

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December 14, 2007

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

I hereby recommend that the Engineer's Certificate of Final Completion for FINAL  
CLARIFIER LAUNDER COVERS be approved.

Respectfully submitted,

Margaret Hornady  
Mayor

RESOLUTION 2008-8

WHEREAS, the Public Works Director for the City of Grand Island has issued a Certificate of Final Completion for Final Clarifier Launder Covers Project No. 2007-WWTP-1, certifying that MFG Water Treatment Products Company, of Union City, Pennsylvania, under contract dated March 28, 2007, has completed such project according to the terms, conditions, and stipulations for such improvements; and

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Public Works Director's Certificate of Final Completion for Final Clarifier Launder Covers Project No. 2007-WWTP-1 is hereby confirmed.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, January 8, 2008.

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Margaret Hornady, Mayor

Attest:

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RaNae Edwards, City Clerk



# City of Grand Island

Tuesday, January 08, 2008

Council Session

## Item G14

**#2008-9 - Approving Certificate of Final Completion for  
Installation of Final Clarifier Launder Covers Project No. 2007-  
WWTP-2**

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

# **Council Agenda Memo**

**From:** Steven P. Riehle, Public Works Director

**Meeting:** January 8, 2008

**Subject:** Approving Certificate of Final Completion for  
Installation of Final Clarifier Launder Covers, Project  
2007-WWTP-2

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

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

## **Background**

The contract for the Installation of Final Clarifier Launder Covers, Project No. 2007-WWTP-2 was awarded to A & D Millwright of Alda, Nebraska on July 17, 2007. Work commenced August 3, 2007 and was completed October 2, 2007.

## **Discussion**

The project was completed in accordance with the terms, conditions, and stipulations of the contract, the plans, and the specifications. It was completed at a total cost of \$58,628.93 with no overruns or change orders.

## **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 Certificate of Final Completion for the Installation of Final Clarifier Launder Covers, Project 2007-WWTP-2.

## **Sample Motion**

Move to approve the Certificate of Final Completion for the Installation of Final Clarifier Launder Covers, Project 2007-WWTP-2.



## **ENGINEER'S CERTIFICATE OF FINAL COMPLETION**

INSTALLATION OF FINAL CLARIFIER LAUNDER COVERS PROJECT 2007-WWTP-2  
December 14, 2007

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

This is to certify that INSTALLATION OF FINAL CLARIFIER LAUNDER COVERS PROJECT 2007-WWTP-2 has been completed by A & D Millwright of Alda, Nebraska under contract dated 17 July 2007. The work has been completed in accordance with the terms, conditions, and stipulations of said contract and complies with the contract, the plans, and the specifications. The work is hereby accepted with the provisions of Section 16-650 R.R.S., 1943.

It is further certified that the improvements as constructed include the following items and costs and that this certificate shall constitute the Final Payment for this work.

### **INSTALLATION OF FINAL CLARIFIER LAUNDER COVERS Project 2007-WWTP-2 is located at Waste Water Treatment Plant.**

Installation of:

Final Clarifier Launder Cover No. 1	\$ 19,437.67
Final Clarifier Launder Cover No. 2	\$ 19,437.67
Final Clarifier Launder Cover No. 3	\$ 19,437.66
<b>TOTAL CONSTRUCTION COST</b>	<b>\$ 58,313.00</b>

### **SUMMARY OF OTHER COST**

Grand Island Daily Independent – Advertising	\$ 60.86
Centaur – Fasteners	\$ 255.07
<b>TOTAL OTHER COST</b>	<b>\$ 315.93</b>
<b>TOTAL COST OF INSTALLATION OF FINAL CLARIFIER LAUNDER COVERS PROJECT 2007-WWTP-2</b>	<b>\$ 58,628.93</b>

Respectfully submitted,

Steven P. Riehle, P.E.  
Director of Public Works

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December 14, 2007

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

I hereby recommend that the Engineer's Certificate of Final Completion for  
INSTALLATION OF FINAL CLARIFIER LAUNDER COVERS be approved.

Respectfully submitted,

Margaret Hornady  
Mayor

RESOLUTION 2008-9

WHEREAS, the Public Works Director for the City of Grand Island has issued a Certificate of Final Completion for Installation of Final Clarifier Launder Covers Project No. 2007-WWTP-2, certifying that A & D Millwright of Alda, Nebraska, under contract dated July 17, 2007, has completed such project according to the terms, conditions, and stipulations for such improvements; and

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Public Works Director's Certificate of Final Completion for Installation of Final Clarifier Launder Covers Project No. 2007-WWTP-2 is hereby confirmed.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, January 8, 2008.

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Margaret Hornady, Mayor

Attest:

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RaNae Edwards, City Clerk



# **City of Grand Island**

**Tuesday, January 08, 2008**

**Council Session**

## **Item G15**

**#2008-10 - Approving Subordination Agreement for Doug and  
Angie Boersen, 3324 N. Homestead Drive**

**Staff Contact: Joni Kuzma**

# **Council Agenda Memo**

**From:** Joni Kuzma, Community Development Division

**Council Meeting:** January 8, 2008

**Subject:** Subordination Request for 3324 N. Homestead Dr.

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

**Presenter(s):** Joni Kuzma,  
Community Development Administrator

## **Background**

The City Of Grand Island has a Deed of Trust filed on property at 3324 North Homestead Drive in the amount of \$25,000.00. On July 2005, Community Development Block Grant funds were loaned to the owners to assist in the rehabilitation of a home in the Owner-occupied rehabilitation program. The address is 3324 N. Homestead Dr. The legal description is:

Lot One (1) in Homestead Second Subdivision, Grand Island,  
Hall County, Nebraska

The owner is requesting permission from the City to subordinate to a new mortgage amount and accept second position to the first mortgage.

## **Discussion**

The City's current Deed of Trust is junior in priority to a Deed of Trust to HomeComings Financial in the amount of \$93,637.00. The new lien would combine the senior Deed of Trust with a third lien through Competitive Mortgage for \$32,000 for a total first mortgage of \$132,000.00. By law, the new Deed of Trust would be junior in priority to the City's lien. However, the new lender has asked the City to subordinate to the new Deed of Trust.

The appraised value of the property is \$168,000.000 and is sufficient to secure the first mortgage of \$93,637.00, the third mortgage of \$32,000.00, and the City's mortgage of

\$25,000.00. The loan from the City reduces 10% annually for a period of 10 years. If the owners live at this property for 10 years from the origination date of the Deed of Trust, the lien will be forgiven in full.

The Community Development Advisory Committee reviewed subordination documents at their December 6, 2007 regular meeting and have recommended approval of the request.

### **ALTERNATIVES**

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

1. Approve the Subordination Request.
2. Refer the issue to a Committee.
3. Postpone the issue to a later date.

### **RECOMMENDATION**

City Administration recommends that the Council approve the Subordination Request.

### **Sample Motion**

Move to approve the Subordination Agreement placing the City in second position to the new Deed of Trust.

## SUBORDINATION AGREEMENT

NOTICE; THIS SUBORDINATION AGREEMENT RESULTS IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

THIS AGREEMENT, made this 9th day of January, by 2008, Douglas A. and Angela M. Boersen, husband and wife, owners of the land hereinafter described and hereinafter referred to as "Owner", and (mortgage company), present owner and holder of the Deed of Trust and Note first and hereinafter described and hereinafter referred to as "Beneficiary".

### WITNESSETH:

THAT, WHEREAS, Douglas A. and Angela M. Boersen, married persons, DID EXECUTE a Deed of Trust dated July 1, 2005, to the City of Grand Island, covering:

Lot One (1) in Homestead Second Subdivision, Hall County, Nebraska,  
aka/3324 North Homestead Drive

To secure a Note in the sum of \$25,000 and dated July 1, 2005 in favor of the City of Grand Island, which Deed of Trust was recorded August 12, 2005 as Document No. 0200507865 in the Official Register of Deeds Office of Hall County (remaining amount owed as of December 1, 2007 is \$18,958.33); and

WHEREAS, Owner has executed, or are about to execute, a Deed of Trust and Note in the sum of \$132,000.00 dated January 9, 2008 in favor of (mortgage company), hereinafter referred to as "Beneficiary" payable with interest and upon the terms and conditions described therein, which Deed of Trust is to be recorded concurrently herewith; and

IT IS RECOMMENDED THAT, PRIOR TO THE EXECUTION OF THIS SUBORDINATION AGREEMENT, THE PARTIES CONSULT WITH THEIR ATTORNEYS WITH RESPECT THERETO.

WHEREAS, it is a condition precedent to obtaining said loan that said Deed of Trust last above mentioned shall unconditionally be and remain at all times a lien or charge upon the land hereinbefore described, prior and superior to the lien or charge of the Deed of Trust first above mentioned; and

WHEREAS, Beneficiary is willing to make said loan, provided the Deed of Trust securing the same is a lien or charge upon the above-described property prior and superior to the lien or charge of the Deed of Trust first above mentioned and provided that Beneficiary will specifically and unconditionally subordinate the lien or charge of the Deed of Trust first above mentioned to the lien or charge of the Deed of Trust in favor of Beneficiary; and

WHEREAS, it is to the mutual benefit of the parties hereto that Beneficiary make such loan to Owners; and Beneficiary is willing that the Deed of Trust securing the same shall, when recorded constitute a lien or charge upon said land which is unconditionally prior and superior to the lien or charge of the Deed of Trust first above mentioned.



NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, and in order to induce Beneficiary to make the loan above referred to, it is hereby declared, understood, and agreed as follows:

- 1) That said Deed of Trust securing said Note in favor of Beneficiary, and any renewals of extensions thereof shall unconditionally be and remaining all times a lien or charge on the property therein described, prior and superior to the lien or charge of the Deed of Trust first above mentioned.
- 2) That Beneficiary would not make its loan above described without this Subordination Agreement.
- 3) That this Agreement shall be the whole and only agreement with regard to the subordination of the lien or charge of the Deed of Trust first above to the lien or charge of the Deed of Trust in favor of Beneficiary above referred to and shall supersede and cancel, but only insofar as would affect the priority between the Deeds of Trust hereinbefore specifically described, any prior agreement as to such subordination including, but not limited to, those provisions, if any, contained in the Deed of Trust first above mentioned, which provide for the subordination of the lien or charge thereof to another Deed or Deeds of Trust or to another mortgage or mortgages.

Beneficiary declares, agrees and acknowledges that:

- 1) He consents to and approves (i) of all provisions of the Note and Deed of Trust in favor of Beneficiary above referred to, and (ii) all agreements, including but not limited to any loan or escrow agreements, between Owner and Beneficiary for the disbursement of the proceeds of Beneficiary's loan;
- 2) Beneficiary in making disbursements pursuant to any such agreement is under no obligation or duty to, nor has Beneficiary represented that it will, see to the application of such proceeds by the person or persons to whom Beneficiary disburses such proceeds and any application or use of such proceeds for purposes other than those provided for in such agreement or agreements shall not defeat the subordination herein made in whole or in part;
- 3) He intentionally and unconditionally waives, relinquishes and subordinates the lien or charge of the Deed of Trust first above mentioned in favor of the lien or charge upon said land of the Deed of Trust in favor of Beneficiary above referred to and understands that in reliance upon, and in consideration of this waiver, relinquishment and subordination specific loans and advances are being and will be made and, as part and parcel thereof, specific monetary and other obligations are being and will be entered into which would not be made or entered into but for said reliance upon this waiver, relinquishment and subordination; and
- 4) An endorsement has been placed upon the Note secured by the Deed of Trust first above mentioned that said Deed of Trust has by this instrument been subordinated to the lien or charge of the Deed of Trust in favor of Beneficiary above referred to.

**NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE PERSON OBLIGATED ON YOUR REAL PROPERTY SECURITY TO OBTAIN A LOAN, A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF THE LAND.**

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

STATE OF NEBRASKA) ) SS  
COUNTY OF HALL )

**Sworn and Subscribed to before me this 9<sup>th</sup> day of January, 2008.**

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

RESOLUTION 2008-10

WHEREAS, the City of Grand Island, is the lender and secured party of a Deed of Trust dated July 1, 2005 and recorded on August 12, 2005, as Instrument No. 200507865, in the amount of \$25,000.00, secured by property located at 3324 North Homestead Drive and owned by Douglas A. Boersen and Angela M. Boersen, husband and wife, said property being described as follows:

Lot One (1) in Homestead Second Subdivision, Grand Island, Hall County, Nebraska.

WHEREAS, Douglas A. Boersen and Angela M. Boersen wish to execute a Deed of Trust and Note in the amount of \$132,000.00 with \_\_\_\_\_ to be secured by the above-described real estate conditioned upon the City subordinating its Deed of Trust to their lien priority; and

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor is hereby authorized and directed to execute an agreement subordinating the lien priority of the above described Deeds of Trust from Douglas A. Boersen and Angela M. Boersen, husband and wife, to the City of Grand Island, as beneficiary to that of the new loan and Deed of Trust of \_\_\_\_\_, Beneficiary, as more particularly set out in the subordination agreement.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, January 8, 2008.

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

Attest:

\_\_\_\_\_  
Paul Briseno, Deputy City Clerk

Approved as to Form	☐ _____
January 3, 2008	☐ City Attorney



# City of Grand Island

Tuesday, January 08, 2008

Council Session

## Item H1

**Consideration of Request from Tom Ummel, Sr. and Tom Ummel, Jr. for a Conditional Use Permit for a Recycling Center Located at 2403 W. Old Lincoln Highway**

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

Staff Contact: Craig Lewis



# City of Grand Island

Tuesday, January 08, 2008

Council Session

## Item I1

**#2008-11 - Consideration of Request from Pablo Zuniga Lucero  
dba Copas D'Oro, 413 West 4th Street for a Class "C" Liquor  
License**

Staff Contact: RaNae Edwards

RESOLUTION 2008-11

WHEREAS, an application was filed by Pablo Zuniga Lucero doing business as Copas D'Oro, 413 West 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 December 29, 2007; such publication cost being \$14.47; and

WHEREAS, a public hearing was held on January 8, 2008, for the purpose of discussing such liquor license application.

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

\_\_\_\_\_ The City of Grand Island hereby recommends approval of the above-identified liquor license application contingent upon final inspections and Mr. Lucero completing a state approved alcohol server/seller training program.

\_\_\_\_\_ 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: \_\_\_\_\_

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, January 8, 2008.

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

Attest:

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

Approved as to Form	<input type="checkbox"/>	_____
January 3, 2008	<input type="checkbox"/>	City Attorney



# **City of Grand Island**

**Tuesday, January 08, 2008**

**Council Session**

## **Item I2**

**#2008-12 - Consideration of Approving Contract with IBEW  
Wastewater Treatment Plant Employees**

**Staff Contact: Brenda Sutherland**



# **Council Agenda Memo**

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

**Meeting:** January 8, 2008

**Subject:** Labor agreement with IBEW Wastewater Treatment Plant employees

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

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

## **Background**

Employees at the Wastewater Treatment Plant filed a petition to organize and be represented by the International Brotherhood of Electrical Workers, Local 1597 which is referred to as the IBEW. They held an election and the employees voted unanimously to be represented by the IBEW. Negotiations began in August 2007 and an agreement was recently reached pending Council approval.

## **Discussion**

The proposed contract would commence on October 1, 2007 and run through September 30, 2011. There is a clause in the contract that would allow the contract to be opened in 2010 should the City be officially identified as a metropolitan statistical area (MSA). This labor agreement is somewhat similar to other labor agreements in the City. The salary adjustments that were agreed to in year one ranged from 1% to 7.6%. Year two would be adjusted by 3.25%, year three would be adjusted by 3.5%, and year four would be adjusted by 3.75%. Maintenance Worker I and Maintenance Worker II would be merged into one position – Maintenance Worker. The wages that were agreed upon were based on comparability of a survey of Nebraska cities that met the Commission of Industrial Relations (CIR) standard of no less than half the size or no more than twice the size of Grand Island.

## **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 IBEW Wastewater Treatment Plant employees.

### **Sample Motion**

Motion to approve the labor agreement between the City of Grand Island and IBEW, Local 1597 representing the Wastewater Treatment Plant employees.

## **AGREEMENT**

THIS AGREEMENT, dated \_\_\_\_\_, 2008, is between the City of Grand Island (hereinafter referred to as the "City"), and the International Brotherhood of Electrical Workers, Local 1597 (hereinafter referred to as the "Union"). The provisions of this agreement shall be effective October 1, 2007 through and including September 30, 2011.

### **PURPOSE AND INTENT OF THE PARTIES**

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

### **ARTICLE I - RECOGNITION**

#### **A. BARGAINING UNIT**

The City hereby recognizes the Union as the sole representative of those full-time non-supervisory employees in the following positions employed at the Wastewater Treatment Plant. Only employees with regular status in the classifications listed below are eligible for representation by the Union:

Wastewater Treatment Plant Clerk  
Accounting Technician  
Maintenance Worker  
Maintenance Mechanic I/II  
Wastewater Plant Operator I/II  
Wastewater Laboratory Technician  
Equipment Operator  
Sr. Equipment Operator

Additional job classifications may be added to the bargaining unit by mutual written agreement of the parties.

### **ARTICLE II - HOURS OF WORK**

#### **A. SCHEDULES OF WORK**

The City shall establish the work week, work day, and hours of work. The work week, work day and hours of work may vary according to the special requirements of any division or program. Work schedules shall be arranged, to the extent possible, with five consecutive work days followed by two consecutive days off. The City will post, in designated areas, the initial work schedules after the ratification of this contract.

## **B. CHANGES IN WORK SCHEDULE**

All changes in work schedules, except in cases of emergency, shall be posted for all to see at least 72 hours before the change is effective in the same designated areas as the initial schedules referred to in Paragraph A.

## **C. REST PERIODS**

Employees shall be granted a 15-minute rest period during the approximate middle of each one-half (1/2) work day, provided however, that the granting of such rest periods shall be at such times as are the least disruptive of work in progress. If during emergencies or other similar situations it is not feasible to grant any such rest periods, employees shall not receive pay or additional time in lieu thereof. Employees shall be allowed at least one half hour off, without pay, for a meal as close to the middle of the shift as possible.

## **D. OVERTIME AND COMPENSATORY TIME**

1. All officially authorized work performed in excess of forty (40) hours a week, shall be compensated for at the rate of one and one-half (1½) times the excess hours worked. The compensation shall be in either compensatory time or cash payment, at the option of the employee.
2. Overtime and compensatory time for work shall be accrued and compensated for in one-tenth (1/10) hour units.
3. This article is intended to be construed only as a basis for overtime and shall not be construed as a guarantee of hours of work per day or per week. Overtime shall not be paid more than once for the same hours worked.
4. For purposes of calculating eligibility for overtime, "hours worked" shall include actual hours worked. Any payment for time not actually worked (leave time) shall not count towards the calculation of overtime.
5. An employee shall have the option of accruing compensatory leave time at a rate of one and one-half (1 ½) times the actual hours worked in lieu of the payment of overtime. Employees may accrue a maximum of eighty (80) hours of compensatory time (53.33 hours of actual time worked). The compensatory time off shall be taken at a time mutually agreed upon by the employee and his/her supervisor. It is understood that the usage of the compensatory time is to be requested just like annual leave, and may be denied as may any other annual leave. Requests for the use of accrued compensatory time shall not be unreasonably denied.

6. All compensatory time must be recorded through the City's payroll system. Compensatory time kept by individual employees or their supervisors will not be recognized and is prohibited.
7. Overtime shall be distributed as equally as possible based on the work needed and job skills and qualifications of employees.

**E. STAND-BY DUTY**

1. The City may assign employees to stand-by duty for handling trouble calls on other than the normal workday.
  - a. The stand-by duty work week will be determined by the City. The initial schedule will be posted after ratification of this contract and all changes in stand-by schedules, except in cases of emergency, shall be posted in designated areas at least 72 hours before the change is effective.
  - b. The employee assigned to this duty shall call upon the assigned supervisor for additional employees when such employee needs help.
2. The compensation for stand-by duty will be eight (8) hours per week of stand-by duty at the employee's basic rate of pay as shown on the payroll on the Sunday during his or her stand-by duty week.
3. The employee assigned to this duty shall be available by communication equipment provided by the City at all times under this arrangement.
4. A truck will be assigned to the employee on stand-by duty if such employee lives within 10 miles of the Wastewater Treatment Plant.

**F. CALL-BACK PAY**

In the event an employee is called to duty during his or her off-duty time, and such time does not otherwise merge with his or her regularly-scheduled work schedule, such employee shall be paid at the rate of one and one-half (1 1/2) times the actual number of hours worked, although the employee shall be compensated for no less than two hours at the enhanced rate.

**ARTICLE III - HOLIDAYS AND HOLIDAY PAY**

**A. HOLIDAYS**

The following holidays are observed. They shall be granted with pay to all regular status employees regularly scheduled to work on such days, provided, that an employee may be required to work on a holiday if necessary to maintain essential services to the public. Employees will be compensated at the rate of time and one half

for working on one of the holidays listed:

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

#### **B. WEEKEND HOLIDAYS**

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

#### **C. ELIGIBILITY FOR HOLIDAY PAY**

No employee shall be eligible for holiday pay unless he or she is in an active pay status the last regularly scheduled day before the holiday or the first regularly scheduled day after the holiday. Active pay status shall mean any pay status other than leave without pay or suspension without pay.

#### **D. PERSONAL DAY**

Personal Leave Days will be given to employees each year. One will be given in October and must be taken by the end of March. The second Personal Leave Day will be given in April and must be taken by the end of September. In addition to the two personal leave days, the City will provide one annual personal leave day that will be granted on October 1st and must be used by the last full pay period in September. Personal Leave Days may be taken at any time and may be taken in one (1) hour increments; provided, the time selected by the employee must have the prior approval of the employee's supervisor. The Director or his or her designees will make every effort to grant requested personal leave time; however, it must be approved in advance and will be granted on the basis of work requirements of the department. Use of personal leave will not be unreasonably denied.

### **ARTICLE IV - VACATIONS**

#### **A. ELIGIBILITY**

All regular status employees are eligible to take vacation leave as it is earned and shall accrue vacation leave in bi-weekly increments as described below. Employees shall not earn or accrue any vacation time during their introductory period. Vacation may be taken at any time and may be taken in one (1) hour increments; provided, the time selected by the employee must have the prior approval of the employee's supervisor. Requests for vacation time will not be unreasonably denied.

For purposes of this contract, “regular status” employees shall include those employees normally scheduled to work at least 30 hours per week throughout the course of the year and who have completed their introductory terms. It shall specifically exclude employees who are temporary, seasonal, introductory, and/or working fewer than 30 hours per week.

**B. AMOUNT AUTHORIZED**

Authorized vacation leave shall be computed on the following basis:

1. Upon successfully completing the six-month introductory period, an employee will have available thirty eight (38) hours of vacation time. The employee will accrue an additional forty (40) hours in the first six months of continuous service following the introductory period.
2. Eighty (80) hours of vacation in the second year of continuous service.
3. Eighty (80) hours of vacation in the third year of continuous service and each year thereafter through the fourth year of service.
4. One hundred eighteen (118) hours of vacation in the fifth year of continuous service and each year thereafter through the sixth year of service.
5. One hundred twenty-four (124) hours of vacation in the seventh year of continuous service and each year thereafter through the eighth year of service.
6. One hundred thirty (130) hours of vacation in the ninth and tenth year of continuous service.
7. One hundred thirty-six (136) hours of vacation in the eleventh year of continuous service and each year thereafter through the twelfth year of service.
8. One hundred forty-six (146) hours of vacation in the thirteenth year of continuous service.
9. One hundred fifty (150) hours of vacation in the fourteenth year of continuous service.
10. One hundred fifty-eight (158) hours of vacation in the fifteenth year of continuous service and each year thereafter through the nineteenth year of service.
11. One hundred sixty-four (164) hours of vacation in the twentieth year of



continuous service and each year thereafter through the twenty-fourth year.

12. One hundred sixty-eight (168) hours of vacation for the twenty-fifth and subsequent years of continuous service.

All vacation will accrue on a prorated basis using a twenty-six pay period year. Authorized vacation leave for regular employees working fewer than forty (40) hours per week shall be prorated based upon the normally scheduled hours worked.

### **C. VACATION SCHEDULE**

Vacation leave shall be taken at a time convenient to and approved by the Department Director. The Director or his or her designees will make every effort to grant requested vacation time; however, it must be approved in advance and will be granted on the basis of work requirements of the department. Seniority will be considered when scheduling vacations within the department. Each employee shall take a vacation of at least one week consisting of five consecutive vacation days each year when eligible and sufficient vacation hours have been accrued.

### **D. SENIORITY FOR VACATION PLANNING**

The Department Director shall grant leave on the basis of the work requirements of the City after conferring with employees and recognizing their wishes where possible. If the nature of the work makes it necessary to limit the number of employees on vacation at the same time, the employee with the greatest seniority with the City shall be given his or her choice of vacation time. The seniority system shall not preclude the taking of vacation at the same time by employees whose work requirements are not inter-dependent. Employees will indicate their preference for vacation time on a primary vacation schedule according to seniority. An employee may make one choice of a minimum of five consecutive work days and a maximum of as many consecutive work days as the employee has accrued vacation time. Only one block of consecutive work days will be schedule per employee on the primary vacation schedule. After completion of the primary vacation schedule, a secondary vacation schedule will be made available. An employee may make as many selections as the employee has remaining accrued vacation time in order of seniority. The City will establish the beginning and ending dates for scheduling vacations on the primary and secondary vacation schedules and reserves the right to change the vacation scheduling process if it proves unworkable.

### **E. VACATION TIME CARRY-OVER**

1. 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 eighty (80) hours.
2. An employee who has carry-over vacation time may utilize the carry-over

and the current vacation time authorized during a single calendar year.

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

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

Upon separation, a regular status employee shall be paid for the unused portion of his or her accumulated vacation leave. Employees will not be allowed to schedule vacation at the end of their employment and will not accrue vacation leave or other benefits after their last day physically on the job.

### **ARTICLE V MEDICAL LEAVE, BEREAVEMENT LEAVE, AND FMLA LEAVE**

#### **A. AMOUNT AUTHORIZED**

1. Medical Leave. Medical leave shall be credited to all full-time employees as follows:
  - a. Eight (8) hours for each full calendar month of service.
  - b. For a calendar month in which an employee is paid for less than the full standard hours including paid leave, medical leave shall be awarded on a pro-rata basis.

#### **B. USE OF MEDICAL LEAVE**

Medical leave may be used under the following circumstances:

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

For purposes of medical leave, an immediate family member shall mean a child, spouse, parent, in-laws of the same relation, and other dependents for whom the employee is legally responsible. An employee may use up to forty hours of medical leave per year to care for immediate family members.

5. When absence is due to alcoholism or drugs, if medically diagnosed by a licensed physician and the employee is receiving assistance and has agreed to an approved course of treatment.
6. Medical leave shall not be granted in advance of accrual.
7. Leave without pay may be granted for sickness extending beyond the earned credits.
8. After six continuous months of service, accrued vacation leave credits may be used for medical leave when medical leave credits have been exhausted.
9. Medical leave shall not continue to accrue while an employee is on unpaid leave.
10. The amount of medical leave charged against an employee's accumulated total shall be computed on the basis of the exact number of hours an employee is scheduled to work when medical leave is utilized, not to exceed eight hours in a day; provided, that medical leave shall be debited in no less than one (1) hour units.

#### **C. PROOF OF ILLNESS**

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

#### **D. FRAUDULENT USE OF MEDICAL LEAVE**

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

#### **E. COMPENSATION FOR UNUSED MEDICAL LEAVE**

An employee may accumulate medical leave to a maximum of 1,064 hours.

All employees shall be paid thirty seven and one-half percent (37.5%) for their accumulated medical leave at the time of retirement or death, the rate of compensation to be based on the employee's salary at the time of retirement or death.

## **F. NOTIFICATION OF ILLNESS**

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

## **G. FAMILY AND MEDICAL LEAVE ACT POLICY**

Employees shall be covered by the City's Family and Medical Leave Act Policy as set forth in the Employee Personnel Rules and Regulations as amended on October 1, 2006.

## **H. USE OF BEREAVEMENT LEAVE**

Bereavement leave shall be granted to eligible employees for up to two (2) days per calendar year for non-immediate family members. Non-immediate family member shall mean grandparents, grandchildren, siblings, aunts, uncles, nieces and nephews. Any portion of a work day used for bereavement leave shall be considered a full day of bereavement leave. An employee shall be eligible to use up to three (3) days of paid bereavement leave for the death of an immediate family member which includes parents, spouses, children, and in-laws of the same relation, regardless of when it occurs. In addition to the use of bereavement leave as set forth hereafter, medical leave may be granted at the discretion of the Department Director for the death of a member of an employee's immediate family because of unusual circumstances. To attend the funeral of someone other than immediate and non-immediate family, an employee shall take vacation leave.

# **ARTICLE VI - MILITARY LEAVE**

## **A. MILITARY LEAVE**

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

# **ARTICLE VII - COURT LEAVE**

## **A. WHEN AUTHORIZED**

An employee who is required to serve as a juror in a federal, state, county, or municipal court, or as a litigant or witness 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 a litigant or witness in non-

employment related litigation, such employee shall not be granted court leave but may use vacation leave or compensatory time for the length of such litigation.

## **B. PROCEDURE**

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

## **C. FEES**

Fees received for compensable witness and jury service in a federal, state, county or municipal court shall be deposited with the City Finance Director upon the employee's receipt thereof.

# **ARTICLE VIII - LEAVE WITHOUT PAY**

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

1. Leave without pay may be granted to an employee for any good cause when it is in the interest of the City to do so. A Department Director may grant an employee leave without pay for 30 days time. The mayor may extend such leave for a period not to exceed six months. Any appointment made to a position vacated by an employee on leave without pay shall be conditional upon the return of the employee on leave.
2. Before an employee may request unpaid leave, he or she must first use all eligible leave balances.
3. When leave without pay is requested pursuant to the Family and Medical Leave Act (FMLA) policy, Articles of this contract shall govern to the extent they are not inconsistent with Federal law.

**B.** 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 such leave.
2. Vacation and medical leave credits 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 or the accrual of other benefits.
4. Leave without pay during the introductory period shall not be counted as

part of that period, but the employee to whom such leave has been granted shall be allowed to complete his or her introductory period on return from leave.

5. Failure to report at the beginning of the next scheduled workday following the expiration of a leave of absence shall be considered resignation unless excused by the City after reasonable notice.
6. An employee on leave without pay shall be permitted to maintain health insurance coverage under the group policy at his or her own expense during such permitted leave without pay.

## **ARTICLE IX – LEAVE TO SUPPLEMENT WORKERS COMPENSATION BENEFITS**

### **A. POLICY**

Any employee covered by this contract who sustains an on-the-job injury compensable under the Nebraska Workers Compensation Act will be granted injury leave to allow the employee to receive the equivalent of the employee's net pay at the time of the injury. This period shall be up to one hundred fifty (150) consecutive calendar days following the original date of disability which shall mean that the employee is unable to perform the job duties as defined by the employee's job description or such alternate light duty work as the City may designate. Any reoccurrence or exacerbation of an injury shall relate back to the original injury for purposes of this article, including the commencement date of the 150 day period.

### **B. APPLICATION OF WORKERS' COMPENSATION AND OTHER LEAVE BALANCES**

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

1. Pursuant to the waiting provisions in Section 48-119 of the Nebraska Workers' Compensation Act, no workers' compensation shall be allowed during the first seven calendar days following the date of injury or date that temporary disability begins, unless the disability continues for six weeks or longer. When the disability lasts less than six weeks, an employee may use medical or vacation leave for the initial seven days.
2. The employee shall retain all Workers' Compensation payments following the initial waiting provisions as set forth above.
3. While on leave of any nature, the total compensation paid to an employee, including salary, wages, workers' compensation benefits, and leave pay

collected from any other party (except the employee's private insurance) shall not exceed the employee's net 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.

#### **C. SUBROGATION**

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

#### **D. LIMITATION OF LEAVE**

Use of injury leave to supplement worker's compensation will not be available to employees following one hundred fifty consecutive (150) days from the original date the disability begins absent express approval of the City Administrator, who may grant an extension of this time not to exceed sixty (60) days if the employee has sufficient accumulated medical leave. Such extension shall be chargeable to the employee's medical leave bank.

Any employee whose employment by the City is terminated due to exceeding the 150 day period or extension shall be compensated for any remaining unused medical leave as in the case of retirement.

If an employee reaches maximum medical improvement (MMI) and it is determined that the employee cannot perform the essential functions of the job, the employee may be terminated prior to the expiration of the 150 day period or extension and will be compensated for any unused medical leave as in the case of retirement.

#### **E. LIGHT DUTY POLICY**

The City may provide light duty work when possible for a defined period of time, not to exceed 150 days, for employees that are injured due to a work related situation. Employees will follow the City's Light Duty Policy. The commencement of light duty work and/or modified duty work shall be five (5) calendar days from the date of disability. Any employee who does not willingly return to light duty work who is released by a doctor to do so, shall not be entitled to supplement worker's compensation benefits with injury or medical leave. All employees in the City of Grand Island are covered by this policy and therefore are on notice from this date forward, that light duty work shall commence five (5)



calendar days from the date of disability with appropriate medical release, unless the employee is willing to return sooner.

## **ARTICLE X - GENERAL PROVISIONS CONCERNING LEAVE**

### **A. ABSENCE WITHOUT APPROVAL**

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

### **B. LEAVE FORM**

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

### **C. COMPENSATION LIMIT DURING LEAVE**

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

## **ARTICLE XI - PENSION RETIREMENT PLAN**

### **A. PENSION**

1. The City agrees that the employees covered under this agreement are covered under the pension plan adopted by Ordinance No. 4244, as amended.

## **ARTICLE XII - SENIORITY**

### **A. SENIORITY**

1. Seniority is hereby defined as the employee's length of continuous service in the bargaining unit except as otherwise provided herein.
2. Continuous service as used in Section 1 hereof means an employee's total continuous length of service in the bargaining unit without break or

interruption; provided, that lay-off of one (1) year or less, any suspension for disciplinary purposes, absence on authorized leave with or without pay, absence while receiving temporary total disability benefits under the Nebraska Worker's Compensation Act, and any absence due to serving as a union officer or official whether elected or appointed, shall not constitute a break or interruption in service within the meaning of this Article.

3. After an employee satisfactorily completes his initial introductory period of employment with the City, his seniority shall be effective from the date on which the employee was hired in the bargaining unit.
4. A list of employees arranged in order of their seniority as defined herein will be made available for examination by employees upon request by the union.
5. Where two or more employees were hired in the bargaining unit on the same date, their seniority standing shall be determined in the order in which they filed their application for such employment in accordance with the date and time of filing such application.
6. Whenever it is determined to be in the best interest of the City to reduce its workforce, the Director, the Mayor, or City Administrator will recommend the implementation of the reduction. Factors that will be taken into consideration shall include, but are not limited to:

- The employment policies and staffing needs of the department, together with contracts, ordinances, and statutes related thereto and budgetary considerations
- Required federal, state, or local certifications or licenses;
- Seniority;
- The performance appraisal of the employees affected, including any recent or pending disciplinary actions;
- The knowledge, skills and abilities of the employee;
- The multiple job skills recently or currently being performed by the employee.

Upon the receipt of the recommendation, a determination will be made as to the classifications to be affected by a reduction in force and the number of employees to be laid off. A determination as to whether any employees within a job classification should be exempted from consideration due to the existence of a required federal, state, or local certification, or license will also be made at this time.

Employees laid off under this reduction in force policy shall be eligible for recall for a period of 2 years after layoff. If, within 2 years after layoff, a

new position is opened within the reduced job classification for the department, the employee shall be recalled in the reverse order of layoff. After 2 years, the employee will have no preference for rehire.

7. If the City elects to fill a position or promote from within a pool of existing City employees, the factors to be considered may include, but are not limited to, those factors listed for consideration for reductions in the workforce in this article.

### **ARTICLE XIII - RATES OF PAY FOR WORK PERFORMED**

#### **A. PAY PLAN**

1. Employees, prior to advancing in step or grade, shall be evaluated. Employees will be considered for pay schedule step increases upon the following schedule. Such adjustments in pay shall be effective on the first day of a pay period falling on or immediately after the classification anniversary. Prior to advancing in a step or grade, employees will be evaluated on their performance at least annually. An employee must have length in step plus satisfactory performance ratings in order to receive an increase in pay, other than a salary table adjustment.

Step 1	Entry Level
Step 2	Upon successful completion of one (1) year of service in Step 1
Step 3	Upon successful completion of one (1) year of service in Step 2
Step 4	Upon successful completion of one (1) year of service in Step 3
Step 5	Upon successful completion of one (1) year of service in Step 4
Step 6	Upon successful completion of one (1)) year of service in Step 5
Step 7	Upon successful completion of one (1) year of service in Step 6
Step 8	Upon successful completion of one (1) year of service in Step 7

2. The introductory period for new employees shall be six months, unless

otherwise extended by the Department Director.

**B. FISCAL YEARS 2007-2011**

Rates of pay for the period October 1, 2007 to September 30, 2011 for work performed in the various classes of work under this agreement are set out in attached Exhibits A , B, C, and D.

**C. FISCAL YEAR 2007-2008**

Rates of pay for the period October 1, 2007 to September 30, 2008 for work performed in the various classes of work under this agreement shall be as follows:

October 1, 2007:	All pay ranges shall be adjusted by the amounts attached as exhibits. The pay ranges will be implemented the first full pay period on or after October 1, 2007. See exhibit A.
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**D. FISCAL YEAR 2008-2009**

All pay ranges shall be adjusted by 3.25%. The new pay ranges will be implemented on the first full pay period on or after October 1, 2008. See exhibit B.

**E. FISCAL YEAR 2009-2010**

All pay ranges shall be adjusted by 3.5%. The new pay ranges will be implemented on the first full pay period on or after October 1, 2009. See exhibit C.

**F. FISCAL YEAR 2010-2011**

All pay ranges shall be adjusted by 3.75%. The new pay ranges will be implemented on the first full pay period on or after October 1, 2010. See exhibit D.

**G. STIPENDS, SHIFT DIFFERENTIAL AND KEY CLASS**

The Department Director or his or her designee may name no more than one lead maintenance worker who will receive a \$10.00 per pay period stipend. Employees who are regularly scheduled to work swing shift or night shift will receive an additional 15 cents per hour for wages attributable to those shifts. Other employees who are called back to work or who are on stand by duty are not entitled to shift differential. No other classes will receive a stipend.

All parties acknowledge that the positions of Maintenance Worker, Equipment Operator, Maintenance Mechanic I, and Plant Operator II were blended for wage purposes by mutual agreement.

## **H. WORKING OUT OF CLASS**

The department director or his or her designee may temporarily assign an employee to perform the duties and responsibilities of a different position. If the temporary assignment is for a position with a higher pay scale and the employee is assigned to work out of class for more than 10 consecutive work days, the employee is entitled to compensation, commencing on the eleventh day and thereafter, according to the higher pay scale at the level which will entitle the employee to a pay raise of at least 3%. At the end of the assignment, the employee will return to the rate of pay to which he or she would have been entitled if no out of class assignment had been made.

## **ARTICLE XIV - EMPLOYEE RELATIONS**

### **A. GENERAL**

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

### **B. MEMBERSHIP IN UNION**

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

### **C. GRIEVANCE AND DISCIPLINE PROCEDURES**

1. Members of the bargaining unit shall be governed by the grievance and discipline procedures set forth in Chapter 3 of the City's personnel rules and regulations. Should the City at any time during the course of this agreement amend the City Personnel Rules and Regulations, in regards to discipline or discharge, said amendment shall be proposed to the IBEW bargaining unit. The bargaining unit shall have 30 days to consider and respond. The parties may agree to adopt such amendment as part of this contract at that time. If there is no agreement, the provisions of Chapter 3 in existence at the time of this contract will continue in force as to members of this bargaining unit.

Any decision or act of the City that can be appealed to the District Court under applicable Nebraska law and the City personnel rules and regulations may instead be submitted to non-binding arbitration on mutual

consent of the parties.

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

Authority of the arbitrator is limited to matters of interpretation or application of the express provisions of this Agreement and the arbitrator shall have no power or authority to add to, subtract from, or modify any of the terms or provisions of this Agreement. In the event the arbitrator finds that he has no authority or power to rule in the case, the matter shall be referred back to the parties without decision or recommendation on the merits of the case. The arbitrator shall be requested by the parties to issue his decision within thirty (30) calendar days after the conclusion of the hearing.

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

If a party desires that a record of the testimony be made at the proceedings, it may cause such a record to be made at its expense.

#### **D. PROCEDURES AS OF OCTOBER 1, 2007**

The following are the pertinent grievance and discipline procedures contained in the personnel rules and regulations as of October 1, 2007 as amended to apply to the members of this bargaining unit:

##### **Sec. 3.01 CORRECTIVE AND DISCIPLINARY ACTIONS**

Employees are expected to act in a mature and professional manner while performing services for the City of Grand Island. Below is a partial list of behaviors that an employee may be disciplined for. Depending on the severity of the infraction, an employee may be subject to discipline up to and including termination. The following is a list, not all-inclusive, providing examples of unacceptable conduct:

- Failure to observe safety rules and regulations.

- Failure to report to work at the appointed time or place, or for departing prior to the designated time, including abuse of rest periods.
- Solicitation, or distribution or display of, unauthorized literature while on City time.
- Operating a personal business while on City time.
- Intimidation or coercion.
- Abuse or waste of City equipment, tools, or material.
- Using abusive language or making false or malicious statements concerning any employee, the City, or its services.
- Horseplay, loafing, or sleeping on the job.
- Unauthorized posting, removing, or altering of bulletin board notices.
- Violation of City, Department, or Division written or verbal policies or procedures.
- Unauthorized use or release of confidential, sensitive or privileged information.
- Intentional unavailability for or refusal to work over-time or respond to emergency call-out.
- Abuse of medical leave or other paid leaves.
- Conduct unbecoming a City employee.

An employee may be discharged, even for a first offense, for the following violations. This list is representative of dischargeable behaviors but is not all inclusive.

- Insubordination.
- Theft of public or private property.
- Misappropriation of public property.
- Unlawful harassment.
- Consumption or possession of alcohol or non-prescribed drugs on City time

or property.

- Being under the influence of alcohol or non-prescribed drugs while in the workplace.
- Gambling or fighting on City time or property.
- Conviction of a felony.
- Abusive, offensive, or obscene language or conduct towards the public, City officials, or employees.
- Demeaning, disruptive, or uncooperative conduct in the workplace.
- Intentional or negligent damage or destruction of private or public property.
- Fraud, falsification, or deceit in the conduct of City business.
- Incompetence or unsatisfactory performance.
- Unauthorized possession or use of firearms or hazardous materials on City time or property.
- Work disruption or stoppage, strike, or other forms of job action or withholding of services.
- Acts or threats of physical violence directed towards City officials or employees.
- Soliciting favors, gifts, services, or bribes in the conduct of City business.
- Conduct unbecoming a City employee or tending to discredit or impair the duties and the responsibilities of the employee's position.
- Violation of the "Employment of Relatives" Policy.

Any employee arrested or convicted of any offense other than a minor traffic violation must report the incident to his/her supervisor. Failure to report such matters can result in discipline, up to and including termination.

### **Sec. 3.02 DISCIPLINE AND APPEAL PROCEDURE**

#### **A. General Statement**

It is the policy of the City of Grand Island to provide a system of progressive discipline, which affords an opportunity for the resolution of unsatisfactory employee



performance or conduct. Except in the case of a written reprimand I and reprimand II, such system shall include an appeal procedure to assure the equitable and consistent application of discipline. Discipline may begin with the least severe, appropriate disciplinary action and progress, if necessary, to more severe actions. The severity of the incident may warrant any level of initial disciplinary action, so as to be appropriate for the offense.

#### B. Progressive Discipline

Progressive discipline is the successive application of increasingly severe disciplinary actions. These actions, in order of severity, are written reprimand I, written reprimand II, probationary status, suspension, suspension and demotion, and discharge.

#### C. Written Reprimand I

A written reprimand I must be imposed by the employee's immediate supervisor for minor violations or incidents. The reprimand must inform the employee of the violation or incident, the required correction action, and the consequences of a reoccurrence of the violation or incident. A copy of the written reprimand I must be delivered to the employee and the Human Resources Department by the immediate supervisor. The immediate supervisor must retain a copy of the written reprimand I in departmental records. A written reprimand I shall be placed in the employee's personnel file.

#### D. Written Reprimand II

A written reprimand II may be imposed by a Department Director, the City Administrator, or the Mayor for repeated minor violations or incidents, or for a violation or incident of a more serious nature. The written reprimand II must inform the employee of the violation or incident, the required corrective action, and the consequences of a reoccurrence of the violation or incident. Copies of the written reprimand II must be delivered to the employee and the Human Resources Department for placement in the employee's personnel file.

#### E. Probationary Status

An employee can be put into a probationary status if his/her conduct is deemed unacceptable by the supervisor and/or Director and approved by the Director. During the probationary period the employee's performance and compliance with company rules and standards will be closely supervised. If at any time during the probationary period the employee's performance is unsatisfactory or the employee has failed to comply with company rules, they will be subject to immediate termination.

#### F. Suspension and Demotion

A suspension is a period of time where the employee is removed from the

workplace without pay. Suspension is normally imposed for a disciplinary or dischargeable offense or for an employee's failure to take corrective action in response to a written reprimand I or II. A suspension may be imposed as initial discipline for a violation or incident of a serious nature. A demotion is a change in status to a position subordinate to that held by an employee prior to imposition of discipline and may be imposed by the Department Director, the City Administrator, or Mayor in conjunction with a suspension for a violation or incident of a serious nature. For non-exempt employees under the Fair Labor Standards Act (FLSA), a suspension, not to exceed five working days, may be imposed by the Department Director, the City Administrator, or the Mayor. For exempt employees under the FLSA, any suspension must be for a period of at least one workweek. Prior to imposition of suspension and/or demotion as a disciplinary action, a written notice of suspension and/or demotion shall be prepared and signed by the Department Director, the City Administrator, or the Mayor. The notice of suspension and/or demotion must inform the employee of the following:

- (a) A statement of the violation(s) or incident(s)
- (b) A brief explanation of the evidence underlying the violation(s) or incident(s)
- (c) The discipline to be imposed
- (d) Any required corrective action by the employee
- (e) The consequences of a reoccurrence of the violations(s) or incident(s)
- (f) The employee's right to request an appeal hearing before the Mayor

A copy of the notice of suspension and/or demotion shall be delivered to the employee, either personally or by delivery to the employee's last known place of residence at least seventy-two (72) hours, excluding Saturday, Sunday, and Holidays, prior to imposition of the disciplinary action. At the discretion of the person issuing the notice of suspension and/or demotion, the employee may be suspended with pay immediately upon delivery of the notice pending implementation of the disciplinary action. A copy of the notice of suspension and/or demotion must be delivered to the Human Resources Department for placement in the employee's personnel file. A proposed suspension (and demotion) may be appealed pursuant to the procedure set out hereafter.

#### G. Discharge

A discharge may be imposed by the Mayor for an employee's failure to correct his/her workplace conduct in response to a suspension. A discharge may also be imposed as initial discipline for a violation or incident of a serious nature. Prior to imposition of discharge as a disciplinary action, a written notice of discharge shall be prepared and signed by the Department Director, the City Administrator, or the Mayor. The notice of

discharge must inform the employee of the following:

- (a) A statement of the violation(s) or incident(s)
- (b) A brief explanation of the evidence underlying the violation(s) or incident(s)
- (c) A statement that discharge is to be imposed
- (d) The employee's right to request an appeal hearing before the Mayor

A copy of the notice of discharge shall be delivered to the employee, either personally or by delivery to the employee's last known place of residence at least seventy-two (72) hours, excluding Saturday, Sunday, and Holidays, prior to imposition of the disciplinary action. The employee shall be suspended with pay immediately upon delivery of the notice of discharge pending implementation of the disciplinary action or a final determination by the Mayor on the proposed disciplinary action following an appeal hearing. A copy of the notice of discharge must be delivered to the Human Resources Department for placement in the employee's personal file. A proposed discharge may be appealed pursuant to the procedures set out hereafter.

#### H. Appeal Procedure

A regular status, non-introductory employee may appeal a suspension, a suspension and demotion, or a discharge in accordance with the following procedure:

- a. Following delivery of a notice of suspension (and demotion), or notice of discharge, the employee shall have seventy-two (72) hours, excluding Saturday, Sunday, and Holidays, to request an appeal hearing before the Mayor. Such request shall be in writing and delivered to the office of the Mayor at City Hall.
- b. Upon receipt of a request for an appeal hearing, the Mayor shall within five (5) working days cause to be set a time and place for the appeal hearing and written notification thereof shall be provided to the employee, the Human Resources Director, and City Attorney. The appeal hearing shall be held within fifteen (15) working days after receipt of the request for hearing. The appeal hearing shall be conducted informally and recorded electronically.
- c. At the hearing, the City Attorney, Department Director, and/or City Administrator shall present oral or written statements, reports, and documents supporting the disciplinary action.
- d. The accused employee, the employee's representative and attorney, or other person on the employee's behalf, may present oral or written statements, reports and documents in response to the proposed disciplinary action.
- e. Each side shall be limited to a total time for making their respective presentations of

one (1) hour or less. The Mayor upon good cause shown may extend the time for presentation.

f. Upon conclusion of the appeal hearing, the Mayor shall make a determination in writing to dismiss, modify, or impose the proposed disciplinary action. The proceedings before the Mayor at the appeal hearing shall constitute the sole basis on which the Mayor's determination shall be based. Modification may include any lesser disciplinary action than that which was proposed, including written reprimand II, reduction in pay, demotion, or change in the terms of suspension and/or demotion and may provide for a period of probation, counseling, treatment, or other corrective actions on the part of the employee.

A copy of the Mayor's written determination shall be delivered to the employee, either personally or by delivery to the employee's last known place of residence. A copy of the Mayor's written determination shall be delivered to the City Administrator, City Attorney, and the Human Resources Director. The Human Resources Department shall place a copy of the Mayor's written determination in the employee's personnel file.

Should the employee be dissatisfied with the Mayor's determination, the employee may appeal to the District Court of Hall County, Nebraska, in accordance with the procedures provided by the statutes of the State of Nebraska. The filing of a petition in error by the employee or the service of summons upon the City shall not stay enforcement of a disciplinary action. The City may do so voluntarily, or the City may comply with such stay as is ordered by the District Court of Hall County.

### **Sec. 3.03 EMPLOYEE GRIEVANCES**

Each person may present a grievance to their immediate supervisor who will respond in writing within 5 working days. Written notification of this grievance will be forwarded to the Human Resources Director, Department Director, and City Administrator.

If the person is not satisfied with the decision of their immediate supervisor, they may present the grievance to the Department Director who will notify the Human Resources Director and City Administrator. The Department Director will, with the advice and consent of the City Administrator, respond in writing within 5 working days.

In the event that the person is not satisfied with the decision of the Department Director, they may notify the Human Resources Director in writing within 5 working days. The Human Resources Director will investigate the grievance and forward the results to the grievant, the City Administrator, and the Mayor. The Mayor may conduct a review of the record and notify the grievant of the Mayor's decision.

The following are the prerogative of management and are not subject to the grievance process. Except where limited by provisions elsewhere in these rules, nothing in the rules 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:

- Discipline or discharge for just cause arising under the City Personnel Rules except that a limited grievance for written reprimands may be presented as set forth below.
- Direct the work force.
- Hire, assign, or transfer employees.
- Determine the mission of the City.
- Determine the methods, means, and/or number of personnel needed to carry out the City's mission.
- Introduce new or improved methods or facilities.
- Change existing methods or facilities.
- Relieve employees because of lack of work.
- Contract out for goods or services.
- The right to classify jobs and allocate individual employees to appropriate classifications based upon duty assignments.

A limited form of grievance may be presented for written reprimands. Each person may present a grievance to his or her immediate supervisor who will respond in writing within 5 working days. Written notification of this grievance will be forwarded to the Human Resources Director and Department Director.

If the person is not satisfied with the decision of his or her immediate supervisor, he or she may present the grievance to the Department Director who will notify the Human Resources Director. The Department Director will respond in writing within 5 working days.

## **ARTICLE XV - OTHER BENEFITS**

### **A. MEDICAL INSURANCE**

The City agrees to provide health, dental, and long-term disability insurance during the term of this agreement for the employee and employee's dependents at the same benefit level and employee contribution level as provided to other City employees under the City's general group insurance plans. The City's general group insurance plan

year runs from October 1 through September 30 of each year.

**B. CAFETERIA PLAN**

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

**C. LIFE INSURANCE**

The City will continue to provide a life insurance policy for the employee. Such policy shall contain an option allowing the employee to purchase additional insurance. The premium for the optional insurance shall be paid by the employee. The insurance provided at City cost shall be in the amount of \$50,000 per employee.

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

**D. UNION BULLETIN BOARD**

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

**E. HEALTH INSURANCE COMMITTEE**

The City agrees to establish and maintain an employee advisory committee to aid in obtaining health and dental insurance.

**F. PROTECTIVE CLOTHING**

1. At the beginning of the year, the director will determine what uniforms and protective clothing shall be required and furnished to employees.
2. The City will pay sixty percent (60%) of the actual cost of providing and cleaning protective clothing and the employee shall pay forty percent (40%) of such costs.

**G. TRAVEL TIME REIMBURSEMENT**

If an employee has to travel for approved City purposes other than a normal commute to and from his or her primary place of work (e.g. work related seminars and training), the employee will receive mileage and compensation consistent with Federal and State law.

## **ARTICLE XVI - MANAGEMENT RIGHTS**

1. The City has endorsed the practices and procedures of collective bargaining as an orderly way to conduct its relations with this group of employees, provided, that the City, acting through its chief administrative officer, retains the right to effectively operate in a reasonable and efficient manner to serve the best interests of all the citizens of the City.
2. This agreement in no way changes the power of the City to exercise any and all powers vested in it by the statutes of the State of Nebraska and the Grand Island City Code except as limited by the terms of this agreement and the principles of collective bargaining and labor law.
3. It is understood and agreed that the City possesses the sole right to operate the Public Works Department and that all management rights repose in it, but that such rights must be exercised consistently with the other provisions of this contract. These rights include but are not limited to the following:
  - a. Discipline or discharge may be imposed for matters arising under this agreement or the City's Personnel Rules and Regulations, pursuant to Chapter 3 of said rules and regulations. Should the City at any time during the course of this agreement amend the City Personnel Rules and Regulations, in regards to discipline or discharge, said amendment shall be proposed to the IBEW bargaining unit. The bargaining unit shall have 30 days to consider and respond. The parties may agree to adopt such amendment as part of this contract at that time. If there is no agreement, the provisions of Chapter 3 in effect on October 1, 2007 will continue in force as to members of this bargaining unit.
  - b. Direct the work force.
  - c. Hire, assign, or transfer employees.
  - d. Determine the mission of the City.
  - e. Determine the methods, means, number of personnel needed to carry out the City's mission.

- f. Introduce new or improved methods or facilities.
  - g. Change existing methods or facilities.
  - h. Lay off employees because of lack of work.
  - i. Contract out for goods or services.
- 4. This document constitutes the sole and complete arrangement between the parties. The parties acknowledge that they have had the opportunity to present and discuss proposals on any subject which is (or may be) subject to collective bargaining. Any prior commitment or agreement between the employer and the Union or any individual employee covered by this agreement is hereby superseded.
  - 5. Any and all matters not specifically mentioned in this agreement are reserved to the City. Matters that are mandatory topics of collective bargaining under applicable law will not be amended without mutual agreement during the term of this contract.
  - 6. All industrial relations functions of the City shall be handled by the Mayor or his or her designated representative. The Union will not approve or encourage its membership to engage in industrial relations functions with anyone other than the Mayor or his or her designated representative.

## **ARTICLE XVII - GENERAL PROVISIONS**

- 1.
  - a. No representative of the Union shall be permitted to come on any job site of the City for any reason without first presenting his or her credentials to the Mayor or Department Director, and obtaining permission to come on the job site of the City. Such permission shall not be unreasonably withheld.
  - b. One or two stewards shall be selected by the Union to conduct lawful functions on behalf of the employees in the bargaining unit. The Union shall furnish the City with the names of any stewards selected. All stewards shall be regular full time employees of the City. Stewards shall report to the department director or the director's designee prior to leaving work to perform the steward's duties and upon the return to work after performing such duties. Time off to perform such duties is not an unlimited right and reasonable restrictions may be imposed by the City consistent with this contract and applicable labor laws. Such leave will be without pay unless the employees requests to use accumulated vacation or personal leave.



2. The Union agrees that it or its members will not solicit membership in the Union or otherwise carry on Union activities during working hours.
3. The City agrees not to discriminate against any employee on the basis of race, creed, color, sex, age, or national origin, as provided by law.
4. The City and the Union agree not to interfere with the right of employees to become or not to become members of the Union, and further, that there shall be no discrimination or coercion against any employee because of union membership or non-membership.
5. An employee upon promotion, who fails to satisfactorily perform the duties of a classification into which he or she has been promoted during the first thirty days after such promotion, shall have the right to opt back into the classification from which he or she was promoted. He or she shall return to the same pay step held prior to promotion with the same regular status held prior to promotion. Any employee who chooses not to opt out or is not demoted based upon the decision of the supervisor, will need to satisfy the remainder of the six month introductory period.
6. The employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any individual, group, or organization for the purpose of undermining the Union or which is in conflict with this agreement.
7. Upon receipt of a lawfully executed written authorization from an employee, which may be revoked in writing at any time, the City agrees to deduct the regular, biweekly amounts specified therein from his or her pay for union dues. The effective date of such deduction shall be the second payroll following the filing of the written authorization by the employee with the Finance Director. The Finance Director will remit the collected union dues, together with a list of the employees' names for which the dues are deducted, to the official designated by the union, in writing, by the fifteenth day of the next succeeding month following the deduction. The City agrees not to withhold any initiation fees, assessments, special or otherwise, nor any funds from an employee's pay for the benefit of the union other than regular union dues as set forth herein.

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

## **ARTICLE XVIII - STRIKES AND LOCKOUTS**

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

## **ARTICLE XIX - DURATION OF CONTRACT**

1. All of the terms, rights, obligations, benefits and conditions of this agreement will expire on its termination.
2. This agreement shall continue in full force and effect until Midnight on September 30, 2011.
3. Negotiations for a new agreement to take effect upon the termination of this agreement may begin any time after April 1, 2011.
4. If the Federal Office of Management and Budget officially declares the City of Grand Island, Nebraska a Metropolitan Statistical Area prior to September 30, 2010, the IBEW Local may request the contract be opened to renegotiate the final contract year.

## **ARTICLE XX- SEVERABILITY**

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

## **ARTICLE XXI - SCOPE OF AGREEMENT**

### **A. COMPLETE AGREEMENT**

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

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

**B. INTERPRETATION**

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

**C. NEGOTIATIONS**

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

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

As a result of negotiations, and in consideration of this entire collective bargaining agreement, the Union, on behalf of all of its members, hereby knowingly, intelligently, and voluntarily waives its right to file any proceedings with the Nebraska Commission of Industrial Relations (CIR) alleging lack of comparability with respect to any wages, fringe benefits or any other conditions of employment with respect to the time period between October 1, 2007 through September 30, 2011.

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

Dated \_\_\_\_\_

I.B.E.W. LOCAL 1597

BY \_\_\_\_\_  
PRESIDENT LOCAL 1597

Dated \_\_\_\_\_

\_\_\_\_\_  
CHIEF STEWARD LOCAL 1597

**PROPOSED SALARY TABLE  
WASTEWATER TREATMENT PLANT**

<b>EXHIBIT A</b>		<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>	<b>STEP 6</b>	<b>STEP 7</b>	<b>STEP 8</b>
<b>Accounting Tech</b> <b>0020</b>	<b>Hourly</b>	12.9203	13.5663	14.2446	14.9568	15.7046	16.4898	17.3143	18.1800
	<b>Bi-weekly</b>	1,033.62	1,085.30	1,139.57	1,196.54	1,256.37	1,319.18	1,385.14	1,454.40
	<b>Monthly</b>	2,239.52	2,351.49	2,469.06	2,592.51	2,722.13	2,858.23	3,001.15	3,151.20
	<b>Annual</b>	26,874.12	28,217.80	29,628.82	31,110.04	32,665.62	34,298.68	36,013.64	37,814.40
<b>Equip Operator</b> <b>0241</b>	<b>Hourly</b>	14.6684	15.4018	16.1719	16.9805	17.8295	18.7210	19.6571	20.6400
	<b>Bi-weekly</b>	1,173.47	1,232.14	1,293.75	1,358.44	1,426.36	1,497.68	1,572.57	1,651.20
	<b>Monthly</b>	2,542.52	2,669.65	2,803.13	2,943.29	3,090.45	3,244.97	3,407.23	3,577.60
	<b>Annual</b>	30,510.22	32,035.64	33,637.50	35,319.44	37,085.36	38,939.68	40,886.82	42,931.20
<b>Maint. Mechanic I</b> <b>0355</b>	<b>Hourly</b>	14.6684	15.4018	16.1719	16.9805	17.8295	18.7210	19.6571	20.6400
	<b>Bi-weekly</b>	1,173.47	1,232.14	1,293.75	1,358.44	1,426.36	1,497.68	1,572.57	1,651.20
	<b>Monthly</b>	2,542.52	2,669.65	2,803.13	2,943.29	3,090.45	3,244.97	3,407.23	3,577.60
	<b>Annual</b>	30,510.22	32,035.64	33,637.50	35,319.44	37,085.36	38,939.68	40,886.82	42,931.20
<b>Maint. Mechanic II</b> <b>0360</b>	<b>Hourly</b>	16.4238	17.2450	18.1072	19.0126	19.9632	20.9614	22.0095	23.1100
	<b>Bi-weekly</b>	1,313.90	1,379.60	1,448.58	1,521.01	1,597.06	1,676.91	1,760.76	1,848.80
	<b>Monthly</b>	2,846.79	2,989.13	3,138.58	3,295.52	3,460.29	3,633.31	3,814.98	4,005.73
	<b>Annual</b>	34,161.40	35,869.60	37,663.08	39,546.26	41,523.56	43,599.66	45,779.76	48,068.80
<b>Maintenance Worker</b> <b>0380</b>	<b>Hourly</b>	14.6684	15.4018	16.1719	16.9805	17.8295	18.7210	19.6571	20.6400
	<b>Bi-weekly</b>	1,173.47	1,232.14	1,293.75	1,358.44	1,426.36	1,497.68	1,572.57	1,651.20
	<b>Monthly</b>	2,542.52	2,669.65	2,803.13	2,943.29	3,090.45	3,244.97	3,407.23	3,577.60
	<b>Annual</b>	30,510.22	32,035.64	33,637.50	35,319.44	37,085.36	38,939.68	40,886.82	42,931.20
<b>Sr. Equip. Operator</b> <b>0557</b>	<b>Hourly</b>	15.8553	16.6481	17.4805	18.3545	19.2722	20.2358	21.2476	22.3100
	<b>Bi-weekly</b>	1,268.42	1,331.85	1,398.44	1,468.36	1,541.78	1,618.86	1,699.81	1,784.80
	<b>Monthly</b>	2,748.25	2,885.67	3,029.95	3,181.45	3,340.51	3,507.54	3,682.92	3,867.07
	<b>Annual</b>	32,978.92	34,628.10	36,359.44	38,177.36	40,086.28	42,090.36	44,195.06	46,404.80
<b>WWTP Clerk</b> <b>0634</b>	<b>Hourly</b>	11.0370	11.5888	12.1682	12.7766	13.4154	14.0862	14.7905	15.5300
	<b>Bi-weekly</b>	882.96	927.10	973.46	1,022.13	1,073.23	1,126.90	1,183.24	1,242.40
	<b>Monthly</b>	1,913.08	2,008.73	2,109.15	2,214.61	2,325.34	2,441.61	2,563.69	2,691.87
	<b>Annual</b>	22,956.96	24,104.60	25,309.96	26,575.38	27,903.98	29,299.40	30,764.24	32,302.40
<b>WW Laboratory Tech</b> <b>0638</b>	<b>Hourly</b>	15.5710	16.3495	17.1670	18.0254	18.9267	19.8730	20.8667	21.9100
	<b>Bi-weekly</b>	1,245.68	1,307.96	1,373.36	1,442.03	1,514.14	1,589.84	1,669.34	1,752.80
	<b>Monthly</b>	2,698.97	2,833.91	2,975.61	3,124.40	3,280.63	3,444.65	3,616.89	3,797.73
	<b>Annual</b>	32,387.68	34,006.96	35,707.36	37,492.78	39,367.64	41,335.84	43,402.84	45,572.80
<b>WW Plant Operator I</b> <b>0645</b>	<b>Hourly</b>	13.1191	13.7751	14.4639	15.1871	15.9465	16.7438	17.5810	18.4600
	<b>Bi-weekly</b>	1,049.53	1,102.01	1,157.11	1,214.97	1,275.72	1,339.50	1,406.48	1,476.80
	<b>Monthly</b>	2,273.98	2,387.68	2,507.08	2,632.43	2,764.06	2,902.26	3,047.37	3,199.73
	<b>Annual</b>	27,287.78	28,652.26	30,084.86	31,589.22	33,168.72	34,827.00	36,568.48	38,396.80
<b>WW Plant Operator II</b> <b>0650</b>	<b>Hourly</b>	14.6684	15.4018	16.1719	16.9805	17.8295	18.7210	19.6571	20.6400
	<b>Bi-weekly</b>	1,173.47	1,232.14	1,293.75	1,358.44	1,426.36	1,497.68	1,572.57	1,651.20
	<b>Monthly</b>	2,542.52	2,669.65	2,803.13	2,943.29	3,090.45	3,244.97	3,407.23	3,577.60
	<b>Annual</b>	30,510.22	32,035.64	33,637.50	35,319.44	37,085.36	38,939.68	40,886.82	42,931.20

**PROPOSED SALARY TABLE  
WASTEWATER TREATMENT PLANT**

<b>EXHIBIT B</b>		<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>	<b>STEP 6</b>	<b>STEP 7</b>	<b>STEP 8</b>
<b>Accounting Tech</b> <b>0020</b>	<b>Hourly</b>	13.3402	14.0072	14.7075	15.4429	16.2150	17.0257	17.8770	18.7709
	<b>Bi-weekly</b>	1,067.22	1,120.58	1,176.60	1,235.43	1,297.20	1,362.06	1,430.16	1,501.67
	<b>Monthly</b>	2,312.30	2,427.91	2,549.30	2,676.77	2,810.60	2,951.12	3,098.68	3,253.62
	<b>Annual</b>	27,747.72	29,135.08	30,591.60	32,121.18	33,727.20	35,413.56	37,184.16	39,043.42
<b>Equip Operator</b> <b>0241</b>	<b>Hourly</b>	15.1451	15.9024	16.6975	17.5324	18.4090	19.3294	20.2960	21.3108
	<b>Bi-weekly</b>	1,211.61	1,272.19	1,335.80	1,402.59	1,472.72	1,546.35	1,623.68	1,704.86
	<b>Monthly</b>	2,625.15	2,756.42	2,894.23	3,038.95	3,190.89	3,350.43	3,517.97	3,693.87
	<b>Annual</b>	31,501.86	33,076.94	34,730.80	36,467.34	38,290.72	40,205.10	42,215.68	44,326.36
<b>Maint. Mechanic I</b> <b>0355</b>	<b>Hourly</b>	15.1451	15.9024	16.6975	17.5324	18.4090	19.3294	20.2960	21.3108
	<b>Bi-weekly</b>	1,211.61	1,272.19	1,335.80	1,402.59	1,472.72	1,546.35	1,623.68	1,704.86
	<b>Monthly</b>	2,625.15	2,756.42	2,894.23	3,038.95	3,190.89	3,350.43	3,517.97	3,693.87
	<b>Annual</b>	31,501.86	33,076.94	34,730.80	36,467.34	38,290.72	40,205.10	42,215.68	44,326.36
<b>Maint. Mechanic II</b> <b>0360</b>	<b>Hourly</b>	16.9576	17.8055	18.6957	19.6305	20.6120	21.6426	22.7248	23.8611
	<b>Bi-weekly</b>	1,356.61	1,424.44	1,495.66	1,570.44	1,648.96	1,731.41	1,817.98	1,908.89
	<b>Monthly</b>	2,939.32	3,086.29	3,240.59	3,402.62	3,572.75	3,751.38	3,938.97	4,135.92
	<b>Annual</b>	35,271.86	37,035.44	38,887.16	40,831.44	42,872.96	45,016.66	47,267.48	49,631.14
<b>Maintenance Worker</b> <b>0380</b>	<b>Hourly</b>	15.1451	15.9024	16.6975	17.5324	18.4090	19.3294	20.2960	21.3108
	<b>Bi-weekly</b>	1,211.61	1,272.19	1,335.80	1,402.59	1,472.72	1,546.35	1,623.68	1,704.86
	<b>Monthly</b>	2,625.15	2,756.42	2,894.23	3,038.95	3,190.89	3,350.43	3,517.97	3,693.87
	<b>Annual</b>	31,501.86	33,076.94	34,730.80	36,467.34	38,290.72	40,205.10	42,215.68	44,326.36
<b>Sr. Equip. Operator</b> <b>0557</b>	<b>Hourly</b>	16.3706	17.1892	18.0486	18.9510	19.8985	20.8935	21.9381	23.0351
	<b>Bi-weekly</b>	1,309.65	1,375.14	1,443.89	1,516.08	1,591.88	1,671.48	1,755.05	1,842.81
	<b>Monthly</b>	2,837.57	2,979.46	3,128.42	3,284.84	3,449.07	3,621.54	3,802.60	3,992.75
	<b>Annual</b>	34,050.90	35,753.64	37,541.14	39,418.08	41,388.88	43,458.48	45,631.30	47,913.06
<b>WWTP Clerk</b> <b>0634</b>	<b>Hourly</b>	11.3957	11.9654	12.5637	13.1918	13.8514	14.5440	15.2712	16.0347
	<b>Bi-weekly</b>	911.66	957.23	1,005.10	1,055.34	1,108.11	1,163.52	1,221.70	1,282.78
	<b>Monthly</b>	1,975.25	2,074.00	2,177.71	2,286.58	2,400.91	2,520.96	2,647.01	2,779.35
	<b>Annual</b>	23,703.16	24,887.98	26,132.60	27,438.84	28,810.86	30,251.52	31,764.20	33,352.28
<b>WW Laboratory Tech</b> <b>0638</b>	<b>Hourly</b>	16.0771	16.8809	17.7249	18.6112	19.5418	20.5189	21.5449	22.6221
	<b>Bi-weekly</b>	1,286.17	1,350.47	1,417.99	1,488.90	1,563.34	1,641.51	1,723.59	1,809.77
	<b>Monthly</b>	2,786.70	2,926.02	3,072.32	3,225.94	3,387.25	3,556.61	3,734.45	3,921.16
	<b>Annual</b>	33,440.42	35,112.22	36,867.74	38,711.40	40,646.84	42,679.26	44,813.34	47,054.02
<b>WW Plant Operator I</b> <b>0645</b>	<b>Hourly</b>	13.5455	14.2228	14.9340	15.6807	16.4648	17.2880	18.1524	19.0600
	<b>Bi-weekly</b>	1,083.64	1,137.82	1,194.72	1,254.46	1,317.18	1,383.04	1,452.19	1,524.80
	<b>Monthly</b>	2,347.89	2,465.29	2,588.56	2,717.99	2,853.90	2,996.59	3,146.42	3,303.73
	<b>Annual</b>	28,174.64	29,583.32	31,062.72	32,615.96	34,246.68	35,959.04	37,756.94	39,644.80
<b>WW Plant Operator II</b> <b>0650</b>	<b>Hourly</b>	15.1451	15.9024	16.6975	17.5324	18.4090	19.3294	20.2960	21.3108
	<b>Bi-weekly</b>	1,211.61	1,272.19	1,335.80	1,402.59	1,472.72	1,546.35	1,623.68	1,704.86
	<b>Monthly</b>	2,625.15	2,756.42	2,894.23	3,038.95	3,190.89	3,350.43	3,517.97	3,693.87
	<b>Annual</b>	31,501.86	33,076.94	34,730.80	36,467.34	38,290.72	40,205.10	42,215.68	44,326.36

**PROPOSED SALARY TABLE  
WASTEWATER TREATMENT PLANT**

<b>EXHIBIT C</b>		<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>	<b>STEP 6</b>	<b>STEP 7</b>	<b>STEP 8</b>
<b>Accounting Tech 0020</b>	<b>Hourly</b>	13.8071	14.4975	15.2223	15.9834	16.7825	17.6216	18.5027	19.4279
	<b>Bi-weekly</b>	1,104.57	1,159.80	1,217.78	1,278.67	1,342.60	1,409.73	1,480.22	1,554.23
	<b>Monthly</b>	2,393.23	2,512.90	2,638.53	2,770.46	2,908.97	3,054.41	3,207.13	3,367.50
	<b>Annual</b>	28,718.82	30,154.80	31,662.28	33,245.42	34,907.60	36,652.98	38,485.72	40,409.98
<b>Equip Operator 0241</b>	<b>Hourly</b>	15.6752	16.4590	17.2819	18.1460	19.0533	20.0059	21.0064	22.0567
	<b>Bi-weekly</b>	1,254.02	1,316.72	1,382.55	1,451.68	1,524.26	1,600.47	1,680.51	1,764.54
	<b>Monthly</b>	2,717.03	2,852.89	2,995.53	3,145.31	3,302.57	3,467.69	3,641.11	3,823.16
	<b>Annual</b>	32,604.52	34,234.72	35,946.30	37,743.68	39,630.76	41,612.22	43,693.26	45,878.04
<b>Maint. Mechanic I 0355</b>	<b>Hourly</b>	15.6752	16.4590	17.2819	18.1460	19.0533	20.0059	21.0064	22.0567
	<b>Bi-weekly</b>	1,254.02	1,316.72	1,382.55	1,451.68	1,524.26	1,600.47	1,680.51	1,764.54
	<b>Monthly</b>	2,717.03	2,852.89	2,995.53	3,145.31	3,302.57	3,467.69	3,641.11	3,823.16
	<b>Annual</b>	32,604.52	34,234.72	35,946.30	37,743.68	39,630.76	41,612.22	43,693.26	45,878.04
<b>Maint. Mechanic II 0360</b>	<b>Hourly</b>	17.5511	18.4287	19.3500	20.3176	21.3334	22.4001	23.5202	24.6962
	<b>Bi-weekly</b>	1,404.09	1,474.30	1,548.00	1,625.41	1,706.67	1,792.01	1,881.62	1,975.70
	<b>Monthly</b>	3,042.19	3,194.31	3,354.00	3,521.72	3,697.79	3,882.68	4,076.83	4,280.67
	<b>Annual</b>	36,506.34	38,331.80	40,248.00	42,260.66	44,373.42	46,592.26	48,922.12	51,368.20
<b>Maintenance Worker 0380</b>	<b>Hourly</b>	15.6752	16.4590	17.2819	18.1460	19.0533	20.0059	21.0064	22.0567
	<b>Bi-weekly</b>	1,254.02	1,316.72	1,382.55	1,451.68	1,524.26	1,600.47	1,680.51	1,764.54
	<b>Monthly</b>	2,717.03	2,852.89	2,995.53	3,145.31	3,302.57	3,467.69	3,641.11	3,823.16
	<b>Annual</b>	32,604.52	34,234.72	35,946.30	37,743.68	39,630.76	41,612.22	43,693.26	45,878.04
<b>Sr. Equip. Operator 0557</b>	<b>Hourly</b>	16.9436	17.7908	18.6803	19.6143	20.5949	21.6248	22.7059	23.8413
	<b>Bi-weekly</b>	1,355.49	1,423.26	1,494.42	1,569.14	1,647.59	1,729.98	1,816.47	1,907.30
	<b>Monthly</b>	2,936.89	3,083.74	3,237.92	3,399.81	3,569.78	3,748.30	3,935.69	4,132.49
	<b>Annual</b>	35,242.74	37,004.76	38,854.92	40,797.64	42,837.34	44,979.48	47,228.22	49,589.80
<b>WWTP Clerk 0634</b>	<b>Hourly</b>	11.7945	12.3842	13.0034	13.6535	14.3362	15.0530	15.8057	16.5959
	<b>Bi-weekly</b>	943.56	990.74	1,040.27	1,092.28	1,146.90	1,204.24	1,264.46	1,327.67
	<b>Monthly</b>	2,044.38	2,146.59	2,253.92	2,366.61	2,484.94	2,609.19	2,739.65	2,876.62
	<b>Annual</b>	24,532.56	25,759.24	27,047.02	28,399.28	29,819.40	31,310.24	32,875.96	34,519.42
<b>WW Laboratory Tech 0638</b>	<b>Hourly</b>	16.6398	17.4717	18.3453	19.2626	20.2258	21.2371	22.2990	23.4139
	<b>Bi-weekly</b>	1,331.18	1,397.74	1,467.62	1,541.01	1,618.06	1,698.97	1,783.92	1,873.11
	<b>Monthly</b>	2,884.23	3,028.43	3,179.85	3,338.85	3,505.81	3,681.10	3,865.16	4,058.41
	<b>Annual</b>	34,610.68	36,341.24	38,158.12	40,066.26	42,069.56	44,173.22	46,381.92	48,700.86
<b>WW Plant Operator I 0645</b>	<b>Hourly</b>	14.0196	14.7206	15.4567	16.2295	17.0411	17.8931	18.7877	19.7271
	<b>Bi-weekly</b>	1,121.57	1,177.65	1,236.54	1,298.36	1,363.29	1,431.45	1,503.02	1,578.17
	<b>Monthly</b>	2,430.06	2,551.57	2,679.16	2,813.11	2,953.79	3,101.47	3,256.53	3,419.36
	<b>Annual</b>	29,160.82	30,618.90	32,150.04	33,757.36	35,445.54	37,217.70	39,078.52	41,032.42
<b>WW Plant Operator II 0650</b>	<b>Hourly</b>	15.6752	16.4590	17.2819	18.1460	19.0533	20.0059	21.0064	22.0567
	<b>Bi-weekly</b>	1,254.02	1,316.72	1,382.55	1,451.68	1,524.26	1,600.47	1,680.51	1,764.54
	<b>Monthly</b>	2,717.03	2,852.89	2,995.53	3,145.31	3,302.57	3,467.69	3,641.11	3,823.16
	<b>Annual</b>	32,604.52	34,234.72	35,946.30	37,743.68	39,630.76	41,612.22	43,693.26	45,878.04

**PROPOSED SALARY TABLE  
WASTEWATER TREATMENT PLANT**

<b>EXHIBIT D</b>		<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>	<b>STEP 6</b>	<b>STEP 7</b>	<b>STEP 8</b>
<b>Accounting Tech 0020</b>	<b>Hourly</b>	14.3249	15.0412	15.7931	16.5828	17.4118	18.2824	19.1966	20.1564
	<b>Bi-weekly</b>	1,145.99	1,203.30	1,263.45	1,326.62	1,392.94	1,462.59	1,535.73	1,612.51
	<b>Monthly</b>	2,482.98	2,607.14	2,737.47	2,874.35	3,018.05	3,168.95	3,327.41	3,493.78
	<b>Annual</b>	29,795.74	31,285.80	32,849.70	34,492.12	36,216.44	38,027.34	39,928.98	41,925.26
<b>Equip Operator 0241</b>	<b>Hourly</b>	16.2630	17.0762	17.9300	18.8265	19.7678	20.7561	21.7941	22.8838
	<b>Bi-weekly</b>	1,301.04	1,366.10	1,434.40	1,506.12	1,581.42	1,660.49	1,743.53	1,830.70
	<b>Monthly</b>	2,818.92	2,959.87	3,107.87	3,263.26	3,426.42	3,597.72	3,777.64	3,966.53
	<b>Annual</b>	33,827.04	35,518.60	37,294.40	39,159.12	41,116.92	43,172.74	45,331.78	47,598.20
<b>Maint. Mechanic I 0355</b>	<b>Hourly</b>	16.2630	17.0762	17.9300	18.8265	19.7678	20.7561	21.7941	22.8838
	<b>Bi-weekly</b>	1,301.04	1,366.10	1,434.40	1,506.12	1,581.42	1,660.49	1,743.53	1,830.70
	<b>Monthly</b>	2,818.92	2,959.87	3,107.87	3,263.26	3,426.42	3,597.72	3,777.64	3,966.53
	<b>Annual</b>	33,827.04	35,518.60	37,294.40	39,159.12	41,116.92	43,172.74	45,331.78	47,598.20
<b>Maint. Mechanic II 0360</b>	<b>Hourly</b>	18.2093	19.1198	20.0756	21.0795	22.1334	23.2401	24.4022	25.6223
	<b>Bi-weekly</b>	1,456.74	1,529.58	1,606.05	1,686.36	1,770.67	1,859.21	1,952.18	2,049.78
	<b>Monthly</b>	3,156.28	3,314.10	3,479.77	3,653.78	3,836.46	4,028.28	4,229.71	4,441.20
	<b>Annual</b>	37,875.24	39,769.08	41,757.30	43,845.36	46,037.42	48,339.46	50,756.68	53,294.28
<b>Maintenance Worker 0380</b>	<b>Hourly</b>	16.2630	17.0762	17.9300	18.8265	19.7678	20.7561	21.7941	22.8838
	<b>Bi-weekly</b>	1,301.04	1,366.10	1,434.40	1,506.12	1,581.42	1,660.49	1,743.53	1,830.70
	<b>Monthly</b>	2,818.92	2,959.87	3,107.87	3,263.26	3,426.42	3,597.72	3,777.64	3,966.53
	<b>Annual</b>	33,827.04	35,518.60	37,294.40	39,159.12	41,116.92	43,172.74	45,331.78	47,598.20
<b>Sr. Equip. Operator 0557</b>	<b>Hourly</b>	17.5790	18.4580	19.3808	20.3498	21.3672	22.4357	23.5574	24.7353
	<b>Bi-weekly</b>	1,406.32	1,476.64	1,550.46	1,627.98	1,709.38	1,794.86	1,884.59	1,978.82
	<b>Monthly</b>	3,047.03	3,199.39	3,359.34	3,527.30	3,703.65	3,888.85	4,083.28	4,287.45
	<b>Annual</b>	36,564.32	38,392.64	40,311.96	42,327.48	44,443.88	46,666.36	48,999.34	51,449.32
<b>WWTP Clerk 0634</b>	<b>Hourly</b>	12.2368	12.8486	13.4910	14.1655	14.8738	15.6175	16.3984	17.2182
	<b>Bi-weekly</b>	978.94	1,027.89	1,079.28	1,133.24	1,189.90	1,249.40	1,311.87	1,377.46
	<b>Monthly</b>	2,121.05	2,227.09	2,338.44	2,455.35	2,578.13	2,707.03	2,842.39	2,984.49
	<b>Annual</b>	25,452.44	26,725.14	28,061.28	29,464.24	30,937.40	32,484.40	34,108.62	35,813.96
<b>WW Laboratory Tech 0638</b>	<b>Hourly</b>	17.2638	18.1269	19.0332	19.9849	20.9843	22.0335	23.1352	24.2919
	<b>Bi-weekly</b>	1,381.10	1,450.15	1,522.66	1,598.79	1,678.74	1,762.68	1,850.82	1,943.35
	<b>Monthly</b>	2,992.39	3,142.00	3,299.09	3,464.05	3,637.28	3,819.14	4,010.10	4,210.60
	<b>Annual</b>	35,908.60	37,703.90	39,589.16	41,568.54	43,647.24	45,829.68	48,121.32	50,527.10
<b>WW Plant Operator I 0645</b>	<b>Hourly</b>	14.5453	15.2726	16.0363	16.8381	17.6801	18.5641	19.4922	20.4669
	<b>Bi-weekly</b>	1,163.62	1,221.81	1,282.90	1,347.05	1,414.41	1,485.13	1,559.38	1,637.35
	<b>Monthly</b>	2,521.19	2,647.25	2,779.63	2,918.60	3,064.55	3,217.78	3,378.65	3,547.60
	<b>Annual</b>	30,254.12	31,767.06	33,355.40	35,023.30	36,774.66	38,613.38	40,543.88	42,571.10
<b>WW Plant Operator II 0650</b>	<b>Hourly</b>	16.2630	17.0762	17.9300	18.8265	19.7678	20.7561	21.7941	22.8838
	<b>Bi-weekly</b>	1,301.04	1,366.10	1,434.40	1,506.12	1,581.42	1,660.49	1,743.53	1,830.70
	<b>Monthly</b>	2,818.92	2,959.87	3,107.87	3,263.26	3,426.42	3,597.72	3,777.64	3,966.53
	<b>Annual</b>	33,827.04	35,518.60	37,294.40	39,159.12	41,116.92	43,172.74	45,331.78	47,598.20



RESOLUTION 2008-12

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 Brotherhood of Electrical Workers, Local 1597 of the American Federation of State, County, and Municipal Employees, (IBEW), for the period of October 1, 2007 through September 30, 2011.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska on January 8, 2008.

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Margaret Hornady, Mayor

Attest:

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RaNae Edwards, City Clerk

Approved as to Form ? _____ January 4, 2008      ? City Attorney
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# **City of Grand Island**

**Tuesday, January 08, 2008**

**Council Session**

## **Item I3**

**#2008-13 - Consideration of Approving Amendment to the  
Humane Society Contract of November 4, 2003**

**Staff Contact: Dale Shotkoski**

# **Council Agenda Memo**

**From:** Jeff Peterson, City Administrator

**Meeting:** January 8, 2008

**Subject:** Amendment to the Central Nebraska Humane Society  
Contract Dated November 4, 2003

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

**Presenter(s):** Dale Shotkoski, City Attorney

## **Background**

On November 4, 2003 the City Council approved Resolution #2003-332 entering into an Agreement with the Central Nebraska Humane Society to provide animal code enforcement services.

## **Discussion**

Before you is a recommendation to approve an Addendum to the existing Agreement with the Humane Society for animal control services. There is a minor change to the hours of operation, otherwise the only other change to the Agreement is the payment. The Addendum will increase the current monthly payment of \$13,958.33 to \$22,770.83 for the period of October through the expiration of the Agreement in September. The effect of this increase will be to meet the demand of the Humane Society for an increase in funding from \$167,500 to \$248,000 for the final year of the Agreement.

It was explained to the Humane Society that it is the intent of the City to put this service out for competitive bid (or RFP) ahead of expiration of the Agreement. At this point, we anticipate interest from local veterinarian(s), and I also believe that it would be appropriate for the City to participate in the competitive process with the prospect of performing animal control through a City department. Representatives of the Humane Society present in our final negotiation did not express any opposition to the City conducting such a process.

Throughout the negotiation process, it has been our intent to improve the standing of animal control in the City budget through a more workable Agreement that would no longer be funded through the "outside agency" funding process. With the increased

payment requested by the Humane Society, we also believe that the need for public accountability for the overall expenditure has increased. Attached to this memo you will find a cost-out provided to me by the Humane Society which categorizes expenditures attributable to it's performance of the animal control function.

### **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 Addendum to Agreement with the Central Nebraska Humane Society.

### **Sample Motion**

Move to approve the Addendum to Agreement for animal control with the Central Nebraska Humane Society.

# CITY OF GRAND ISLAND - ANIMAL CONTROL OPERATIONS

Budget Analysis for Animal Control Operations  
City of Grand Island, NE

<u>EXPENSE CATEGORY</u>	<u>TOTAL</u>
Three Animal Control Officers	\$ 92,000
Three Kennel Workers	54,000
Part Time Vet Tech	15,000
Manager	36,000
Operating and Office Supplies	10,100
Utilities / Water / Sewer / Garbage / Internet	14,000
Staff Training	4,000
Rabies Series for Staff (3)	4,500
Vehicle Repair, Maintenance, Gas, Replacement Cost	14,000
Insurance: Business, Health, Workman's Comp. & Unemployment	18,000
Facility Cost	10,000
Retirement Plan	5,500
Uniforms	1,500
Professional Fees	600
Repairs & Maintenance	4,200
Grounds Upkeep, Mowing, Snow Removal	3,000
Veterinary Fees, Vaccinations, Transfers, Spay/Neuters	<u>9,600</u>
(\$6.58 per person)	<u>\$ 296,000</u>

197,000

→ 1/2 of total

→ 1/2 of total

Community research has shown Animal Control costs \$6.00 - \$7.32 per capita. Based on a population of 45,000, Grand Island presently pays \$3.72 per capita. Our current costs of Animal Control represent a cost of \$6.58 per capita and our organization has been making up the difference. This has put so much financial stress on our organization that we are unable to continue at this present rate.

## **ADDENDUM TO AGREEMENT**

This Addendum is to the Agreement made on November 4, 2003, by and between the CITY OF GRAND ISLAND, NEBRASKA, A Municipal Corporation, hereinafter referred to as the "City" and the CENTRAL NEBRASKA HUMANE SOCIETY, INC., A Non Profit Corporation, hereinafter referred to as the "Humane Society".

It is agreed by and between the parties that the Agreement dated November 4, 2003, shall be amended in the following particulars:

1. It is agreed that paragraph 2 of the original Agreement of November 4, 2003, shall be amended to reflect the hours of operation and days of operation as set out below.
  - a. The Humane Society shall furnish, maintain and operate an animal shelter with equipment, supplies and facilities to be utilized in connection with the Humane Society's performance of this Animal Control Agreement.
  - b. The animal shelter shall remain open during all normal business hours of the Humane Society which are hereby defined as Tuesday through Friday from 10:00 a.m. to 6:00 p.m., and Saturdays from 12:00 p.m. to 5:00 p.m., Sundays from 1:00 p.m. to 5:00 p.m., excluding holidays as observed by the City of Grand Island except those which shall fall on a weekend at which time the shelter shall also be closed on the day of observation by the City as well as the holiday itself. Business hours may be changed due to public demand. The Humane Society shall maintain its business telephone and records at the animal shelter and shall provide all services related to this animal control contract in a courteous and efficient manner.
  - c. The Humane Society shall employ three full time animal control officers and provide at least one truck with the intent of staffing the animal shelter and providing services in the administration and enforcement of City Ordinances pertaining to animals within the city limits of Grand Island. At least one Animal Control Officer shall be on duty during all business

hours of the Humane Society. Animal Control Officer hours shall be from April 15 through October 15 of each year, Monday through Friday from 7:00 a.m. until 7:00 p.m. and on Saturday from 9:00 a.m. until 5:00 p.m., and Sunday from 10:00 a.m. until 5:00 p.m. An Animal Control Officer shall respond to all priority-one calls when an Animal Control Officer is not regularly scheduled. For the period October 16 to April 14 of each year, Monday through Friday from 7:00 a.m. until 6:00 p.m. and on Saturday from 9:00 a.m. until 5:00 p.m. and Sunday from 10:00 a.m. until 5:00 p.m. An Animal Control Officer shall respond to all priority-one calls when an Animal Control Officer is not regularly scheduled. The name and telephone number of said on-call officers shall be maintained with the Grand Island Emergency Center. The Humane Society shall employ the appropriate support and supervisory staff for the Animal Control Officers.

2. It is further agreed by the parties that the City's duties, paragraph 3(c) of the original Agreement shall be amended in the following particulars:
  - a. The City shall pay to the Humane Society eight monthly payments of Twenty Two Thousand Seven Hundred Seventy Dollars and Eighty Three Cents (\$22,770.83) commencing in February, 2008 and ending with the month of September, 2008.

All other portions of the original Agreement of November 4, 2003, shall remain in full force and effect.

DATED this \_\_\_\_ day of January, 2008.

Attest:

CITY OF GRAND ISLAND, NEBRASKA,  
A Municipal Corporation,

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

By: \_\_\_\_\_  
Margaret Hornady, Mayor

Approved as to form by City Attorney \_\_\_\_\_  
Approved by Resolution 2008-\_\_\_\_\_

Attest:

CENTRAL NEBRASKA HUMANE SOCIETY,  
INC., a Non-Profit Corporation,

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

Attest:

CENTRAL DISTRICT HEALTH DEPARTMENT,

\_\_\_\_\_ By: \_\_\_\_\_  
Teresa Anderson, Director



RESOLUTION 2008-13

WHEREAS, the City is authorized by state law to contract with the Central Nebraska Humane Society, Inc., a non-profit corporation ("Humane Society"), to provide animal code enforcement services; and

WHEREAS, the Humane Society currently provides the City with animal code enforcement services; and

WHEREAS, the parties desire to enter into an addendum to continue to perform such animal code enforcement services; and

WHEREAS, the City shall provide funding to the Humane Society in an amount authorized by the Mayor and City Council pursuant to adopted budget statements and annual appropriation ordinances; and

WHEREAS, the City Attorney has reviewed and approved the proposed addendum with the Humane Society.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Addendum between the City and the Central Nebraska Humane Society, Inc., a non-profit corporation, is hereby approved to provide animal code enforcement services within the city limits; and the Mayor is hereby authorized and directed to execute such addendum on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, January 8, 2008.

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

Attest:

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

Approved as to Form	☐ _____
January 4, 2008	☐ City Attorney



# City of Grand Island

Tuesday, January 08, 2008

Council Session

## Item J1

### **Approving Payment of Claims for the Period of December 19, 2007 through January 8, 2008**

*The Claims for the period of December 19, 2007 through January 8, 2008 for a total amount of \$3,218,527.60. A MOTION is in order.*

Staff Contact: David Springer