
City of Grand Island



Tuesday, April 05, 2011

Special Mtg./Study Session Packet

City Council:

Larry Carney
Linna Dee Donaldson
Scott Dugan
Randy Gard
John Gericke
Peg Gilbert
Chuck Haase
Mitchell Nickerson
Bob Niemann
Kirk Ramsey

Mayor:

Jay Vavricek

Interim City Administrator:

Mary Lou Brown

City Clerk:

RaNae Edwards

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

Call to Order

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.

Invocation

Pledge of Allegiance

Roll Call

A - SUBMITTAL OF REQUESTS FOR FUTURE ITEMS

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

B - RESERVE TIME TO SPEAK ON AGENDA ITEMS

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

MAYOR COMMUNICATION

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



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Item C1

Proclamation "Lady Husker's Volleyball Saturday" April 9, 2011

The University of Nebraska Lady Husker Volleyball team will host the Wichita State University Shockers on Saturday, April 9, 2011 at the Heartland Events Center. The Mayor would like to recognize Orv Qualsett for his leadership in working with Head Coach John Cook and Athletic Director Tom Osborne to make this event a reality. The Mayor has proclaimed April 9, 2011 as "Lady Husker's Volleyball Saturday". See attached PROCLAMATION.

Staff Contact: Mayor Vavricek

THE OFFICE OF THE MAYOR
City of Grand Island
State of Nebraska

PROCLAMATION

WHEREAS, the merits of the Heartland Events Center were long time objectives of our community; and

WHEREAS, three fourths of the construction of the Heartland Events Center was due to the generosity of many, silently unknown contributors leveraged from customers of the city's lodging industry and policy making support from the City of Grand Island and Hall County taxpayers; and

WHEREAS, the State of Nebraska has invested Economic Development funding and state wide taxpayers in complimenting its vision and existence with over \$42 million worth of improvements to welcome State Fair quests; and

WHEREAS, the Heartland Events Center and the Virgil Eihusen Arena has been the site of countless sporting events to date and thousands of guests enjoying....State Volleyball...high school and intercollegiate basketball, cheerleading competitions, world class boxing, regional wrestling tournaments to Dangerous indoor football games; and

WHEREAS, the University of Nebraska Lady Husker Volleyball team, perennial national champion contenders will soon host a rival from the Sunflower state with the Wichita State University Shockers in Volleyball Saturday April 9th at the Heartland Events Center, a unique opportunity to sit courtside and enjoy family entertainment right here at home; and

WHEREAS, it's only right to acknowledge those who make a difference in our community to help bring this event to our community, one who's given much to our community over so many years, one who's always humble, never seeking credit or praise as a silent confident leader in our community and one who's just hearing these remarks himself for the first time....

Yet as one who's been an integral component in working with Head Coach John Cook in cooperation with the University of Nebraska Athletic Department and Athletic Director Tom Osborne to make this event a reality for so many people in Central Nebraska; and

WHEREAS,

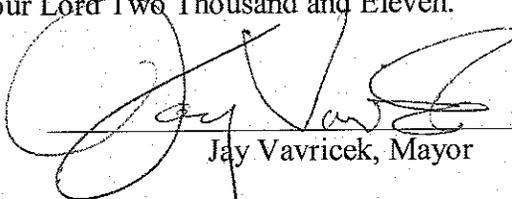
to inspire others to also reach...to excel...to unselfishly maintain faith...and to promote similar long standing devotion to the people of Grand Island of others with positive leadership so becoming to our entire community knowing, that Orv's leadership and commitment is acknowledged today as well.

NOW, THEREFORE, I, Jay Vavricek, Mayor of the City of Grand Island, Nebraska, acknowledge "the Q", Orv Qualsett for his community minded life time of service to our community and do hereby proclaim Saturday, April 9, 2011 Saturday's Lady Husker versus Wichita State Volleyball game in the Heartland Events Center as

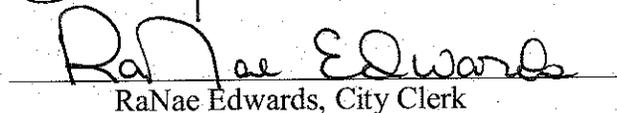
***"LADY HUSKER'S
VOLLEYBALL SATURDAY"***

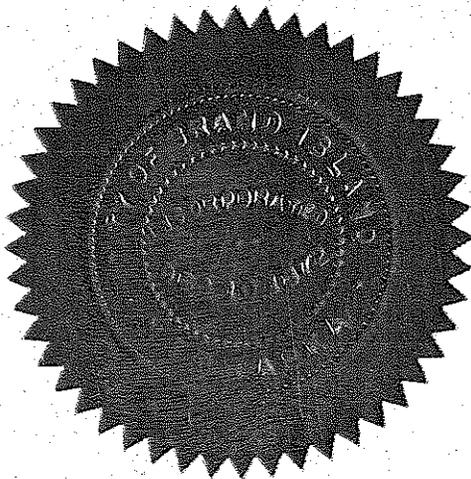
in the City of Grand Island, and encourage all citizens to experience affordable family entertainment, right here at home and appreciate the refrain that in Grand Island, "There is no place like Nebraska".

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the City of Grand Island to be affixed this fifth day of April in the year of our Lord Two Thousand and Eleven.


Jay Vavricek, Mayor

Attest:


RaNae Edwards, City Clerk





City of Grand Island

Tuesday, April 05, 2011
Special Mtg./Study Session

Item I1

#2011-78 - Consideration of Approving Appointment of Mary Lou Brown as City Administrator and Approving Offer of Employment

Staff Contact: Mayor Vavricek

Council Agenda Memo

From: Mayor Jay Vavricek

Meeting: April 5, 2011

Subject: Council Approval of the Appointment of Mary Lou Brown as City Administrator and Employment Agreement

Item #'s: I-1

Presenter(s): Mayor Jay Vavricek

Background

Former City Administrator Jeff Pederson resigned his position as of December 3, 2010. Grand Island City Code §2-30 states the following: **Officers; Appointive:** The following shall constitute the statutory officers of the City of Grand Island which shall be appointed by the mayor and approved by the council. These officers shall hold office until the end of the mayor's term and until their successors are appointed and qualified. These appointive officers may be removed at any time by the mayor, with the approval of a majority of the council: City Administrator, City Attorney, City Clerk, City Engineer/Public Works Director, City Treasurer/Finance Director. Mary Lou Brown was named Interim City Administrator at the December 7, 2010 City Council meeting and has served most admirably during the past several months.

Discussion

Recruitment efforts began in late December 2010 and was structured to address the special needs affecting the City of Grand island with the hope of leveraging private sector business experience and skills to affect greater effectiveness and efficiency in the City of Grand Island... balanced by suitable background of municipal experience operations to assure success in addressing special circumstances facing our community and help policy makers develop a long term strategy for the highest most effective service in the position for the people of Grand Island.

The Employment Agreement that I have tendered along with my recommendation for appointment states that Mary Lou Brown will be compensated at step one of the pay scale

which is \$112,072.48. She will be evaluated in October 2011 and each October thereafter for potential salary increases as is approved in the City Personnel Rules. The Employment Agreement is included in the packet for your review and ultimate approval.

The person I, as Mayor, choose to work with during my tenure of elected public service, in harmony with the City Council policy making direction, is one who's already on the job. She is a known commodity. She has both private sector and municipal government experience. She has already demonstrated her job performance during her interim role over the past three months and nearly two years of finance leadership. She is uniquely familiar with our city's municipal operation with a sense of confidence of being able to work with myself and knows each City Council member and a working knowledge of each city department director with a stated desire to serve in this capacity for long term success in our community.

"As Mayor, I also know Mary Lou cares for the City of Grand Island and its people and know her private sector business abilities, her educational background, and her familiarity with local municipal operations confidently assures me, this person is the only person today who can achieve long term success in the position. She was the strongest candidate of the pool of applicants the City received in its recruitment and emulates the highest personal standards of the people of Grand Island, and I ask for the City Council's approval to appoint Mary Lou Brown as City Administrator of the City 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 Mary Lou Brown as City Administrator and the Employment Agreement.

Sample Motion

Move to approve Mary Lou Brown as City Administrator and the Employment Agreement.

EMPLOYMENT AGREEMENT

MARY LOU BROWN

This agreement, made upon the approval of the Grand Island City Council, entered and effective this 11th day of April 2011, by and between the CITY OF GRAND ISLAND, Nebraska, a Municipal Corporation, hereinafter called the "City", as party of the first part, and Mary Lou Brown, hereinafter called "Employee", as party of the second part, both of whom understand and agree as follows:

Witnesseth:

WHEREAS, the City desires to employ the services of said employee as the Administrator of the City of Grand Island, as provided for in the Code of the City of Grand Island; and

WHEREAS, it is the desire of the City Council to provide certain benefits, establish conditions of employment, and to set working conditions of said Employee for the highest performance to the people of Grand Island; and

WHEREAS, it is the desire of the City Council to: (1) secure and retain the services of the Employee and to provide inducement for her to remain in such employment; (2) to make possible full work productivity by ensuring Employee's morale and peace of mind with respect to future security; (3) to act as a deterrent against malfeasance or dishonesty for personal gain on the part of Employee; (4) to provide a just means for terminating Employee's services at such time as she may be unable to fully discharge her duties or as events may otherwise occur; and (5) to provide a just means for a clearly defined professional voluntary employment separation agreement; and

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

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

Section 1 – Duties

The City of Grand Island hereby agrees to employ said Employee as Administrator of the City to perform the principal functions and duties specified in the City Code for the City of Grand Island and the laws of the State of Nebraska, and to perform such other legally permissible and proper duties and functions as the Mayor and/or City Council shall from time to time assign.

Section -2 Term and Conditions

- A. Contract Duration. Commencing on the 11th day of April 2011 and expiring at the conclusion of the current term of Mayor Jay Vavricek.

- B. Employment Duration. The administrator shall hold office until the end of the appointing mayor's term of office, and until a successor is appointed and qualified, unless sooner removed, or the ordinance creating the office shall be repealed, except as otherwise provided by law. Nothing in this agreement shall prevent, limit, or otherwise interfere with the right of the City to terminate the services of the Employee at any time prior to the end of the term, subject only to the provisions set forth in Section 3, paragraph A(1) and A(2), of this Agreement.
- C. Expiration after resignation. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Employee to resign at any time from her position with the City, subject only to the provision set forth in Section 3, paragraph B, of this Agreement.
- D. Exclusive Employment. Employee agrees to remain in the exclusive employ of the City until termination or resignation as provided in Section 3 of this Agreement occurs. The Employee shall not use any confidential information obtained through her position as City Administrator for personal gain. Both parties acknowledge that exclusive employment shall mean that Employee shall not accept any outside employment from any sources whatsoever without first obtaining written approval from the Mayor. Outside employment shall not be construed to include occasional teaching, writing or consulting performed on the Employee's time off. It is further understood that any activity of this nature outside of the workplace cannot represent a conflict of interest or interfere with the Employee's job responsibilities or performance.
- E. Job Performance Evaluation. Employee's job performance shall be evaluated by the Mayor in October 2011 at which time a salary review will be conducted. Thereafter the Mayor, taking into consideration Council feedback, shall evaluate and review the performance of the Employee in October of each year.

Section 3 – Termination and Voluntary Resignation

A(1). Termination for Just Cause. The Mayor, with the approval of the City Council, shall have the right at any time during the term of this Agreement to terminate the Employee for just cause. "Just cause" is defined as (a) a conviction of a felony or misdemeanor involving moral turpitude, (b) breach of this agreement, (c) commission of any dischargeable offense as defined in the Personnel Rules and Regulations for the City of Grand Island.

A(2). Termination for Reasons Other Than Just Cause and Consideration Given for the release of all Claims against the City. In the event the Mayor, with the approval of the City Council, during the term of this Agreement, terminates Employee for reasons other than just cause, the City agrees to pay the Employee in a single lump-sum payment an equal amount to (3) months of the Employee's salary, excluding the City's obligation for retirement, insurance, benefits or allowances for said (3) month period, within thirty (30) days of termination of Employee's employment. Upon payment of such lump-sum payment to the Employee, the Employee does hereby waive and release the City, and its officials, managers, employees, and agents from any and all claims of any nature whatsoever which may arise by

reason of such termination, including, but not limited to, an alleged breach of this contract (or any other express or implied contract), or federal law, state law, or local ordinance, or constitutional due process claim that Employee's termination by the City deprived Employee of a property interest and continued employment with the City and of a liberty interest in the Employee's good name and reputation.

B. Notice Period for Voluntary Resignation and Employee Compensation Settlement. In the event the Employee voluntarily resigns her position with the City before the expiration of the aforesaid term of employment, then Employee shall give the City sixty (60) days written notice in advance, unless the parties otherwise agree. Employee's final compensation will be determined and defined by the City of Grand Island personnel rules at the time Employee's official resignation is effective.

Section 4 – Salary

The City agrees to compensate employee for her services through the tenure of her employment rendered pursuant hereto an annual salary initially established at \$112,072.48 which is step 1 of the pay range for the City Administrator position, as established in the City's pay plan. In addition the City agrees to increase said salary or other benefits or both of Employee in such amounts and to such an extent as the Mayor and City Council may determine that is desirable to do so for all employees. The annual salary shall be established in the annual budget and any salary adjustment shall conform to the City's pay plan.

Section 5 - Hours of Work

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

Section 6 - Vacation Leave, Medical Leave and Holiday Pay

Employee shall be entitled to receive the same vacation leave, sick leave, and holiday benefits accorded to other employees of the City pursuant to the Personnel Rules and Regulations, including provisions governing the accrual and payments therefore on termination of employment, provided that the Employee shall earn a minimum of twenty (20) days of vacation leave per calendar year. The employee will not be restricted from the use of vacation leave during her introductory period as City Administrator. Upon termination Employee will be paid for all accrued vacation leave. Additionally, upon termination the value of all accrued medical leave shall be deposited in the Employee's VEBA account.

Section 7 – Disability Health and Life Insurance

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

Section 8 – Retirement/Pension Contribution

Employee shall be entitled to receive the same retirement benefits and pension contribution as are accorded to other employees of the City per the City of Grand Island personnel rules and Regulations.

Section 9 – Other Terms and Conditions of Employment

- A. Conditions of Employment. The City Council shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City Code, or any other law.
- B. Personnel Rules and Regulations Applicability. The provisions of the Personnel Rules and Regulations of the City of Grand Island as they now exist or hereafter may be amended shall apply to the Employee as they would to all other employees of the City with the exception of any conflicting items specifically referenced in this agreement.

Section 10 – General Provisions

- A. The text herein shall constitute the entire agreement between the parties.
- B. This agreement shall be binding upon and inure to the benefit of the heirs at law and personal representative of the Employee.
- C. This agreement shall become effective commencing the date herein as approved by the City Council through the expiration of the below referenced Mayor's current term of office, however, employment as the City Administrator shall continue until a successor is appointed and qualified as outlined by Grand Island City Code §2-35.
- D. In order to promote long term stability in the position, sustain the leadership and use of institutional knowledge of the Employee, maintain administrative and Council member interaction, and consistency in service to the people of Grand Island, the terms and provisions of this Agreement are deemed to be extendable with the mutual consent of the Employee and re-elected Mayor Jay Vavricek or the Mayoral successor, upon approval of the City Council.

CITY OF GRAND ISLAND, NEBRASKA
A Municipal Corporation

By: _____
Mayor Jay Vavricek

Attest:

City Clerk

Employee

Date: _____

Approved by the City Attorney:

b

RESOLUTION 2011-78

WHEREAS, under Neb. Rev. Stat., §16-308, the office of City Administrator for the City of Grand Island, Nebraska, is an appointed position; and

WHEREAS, under Grand Island City Code, §2-30, the office of City Administrator for the City of Grand Island, Nebraska shall be appointed by the mayor and approved by the council; and

WHEREAS, under Grand Island City Code, §2-35, the office of City Administrator for the City of Grand Island, Nebraska may be administered by a negotiated contract; and

WHEREAS, the mayor has chosen on the basis of executive and administrative qualifications with special reference to actual experience, or knowledge of accepted practice in respect to the duties of the office, Mary Lou Brown, to hold the office of City Administrator for the City of Grand Island, Nebraska; and

WHEREAS, this position appointed by the Mayor and confirmed by the City Council shall hold the position to which they may be appointed until the end of the Mayor's term of office; and

WHEREAS, this position appointed by the Mayor may be removed at any time by the Mayor with approval of a majority of the City Council.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that a negotiated contract for the position of City Administrator is to be offered to Mary Lou Brown and she is hereby duly appointed the City Administrator for the City of Grand Island, Nebraska, until the end of the Mayor's term of office.

Adopted by the City Council of the City of Grand Island, Nebraska, April 5, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form ☐ _____
April 1, 2011 ☐ City Attorney



City of Grand Island

**Tuesday, April 05, 2011
Special Mtg./Study Session**

Item X1

**Presentation on Wastewater Capital Improvement Plan Update
and Cost of Service Based Rate Study**

Staff Contact: John Collins

Council Agenda Memo

From: John Collins, Public Works Director

Meeting: April 5, 2011

Subject: Presentation on Wastewater Capital Improvement Plan Update and Cost of Service Based Rate Study

Item #'s: 1

Presenter(s): Gary Mader, Utilities Director
Anna White, Black & Veatch Consulting Firm
Derek Cambridge, Black & Veatch Consulting Firm

Background

Agreement with Black & Veatch for Consulting Services regarding Treatment Capacity process alternatives and rate model work

An agreement with Black& Veatch of Kansas City, Missouri for engineering consulting services related to Capacity process alternatives and rate model work was approved on April 13, 2010. The completion of this rate study was affected by many factors; the decision to not build the anaerobic digester complex, JBS Swift's decision to build its own wastewater treatment facility with its affect on revenue, and the completion of the May, 2010 comprehensive study that revealed the urgent need to address the collection system.

Wastewater Infrastructure

The sanitary sewer collection system has mains that have been in service for over a century with some mains in the downtown area dating back to the 1890's. The collection system contains almost 230 miles of sanitary sewer mains, 17 sewage lift stations and a wastewater treatment plant that is averaging 12 million gallons per day of flow.

The division is a capital intensive operation because of the miles of pipeline to maintain and the gallons of wastewater to treat. While there have been substantial improvements made at the plant over the years, there are still many improvements that are needed in the future. Many parts of the plant date back to the original construction in 1964. It's critical that the plant has the capacity to accommodate growth in our community, a new or expanded industry while continuing to meet environmental requirements for our discharge. Replacements, upgrades and expansions at the plant will be a continuous and on-going process.

Rate Study

The Wastewater Division of the Public Works Department is an enterprise fund with no property tax dollars used to support the division. The entire budget comes from wastewater customers through sanitary sewer bills. The sewer bill for a residential customer is based on usage and standard strength for residential sewage. The sewer bill for commercial and industrial customers is based on usage plus an extra strength component. A cost of service based rate study looks at all costs for the operation and allocates those costs of service to the customer classes according to the costs of providing service. Rates are then designed to equitably cover those costs. It's important that each customer pay their "fair" share of the costs for the city to own and operate the collection system and the Wastewater Treatment Plant.

Discussion

Item for discussion will include the following items as part of the PowerPoint presentation for tonight's council meeting:

- Reduction in loading from JBS Swift new lagoon Construction;
- May 2010 Comprehensive Plan Update identifying Urgent needs;
- Construction of the JBS pretreatment facilities which will reduce loading further and change wastewater characteristics;
- Decision to not build the anaerobic digester complex because of new JBS facility;
- Added collection system projects from May 2010 Comprehensive Plan Update;
- 5 Year CIP and reductions;
- Rate Study review; and
- Nitrite Extra Strength Surcharge

Conclusion

This item is presented to the City Council in a Study Session to allow for any questions to be answered and to create a greater understanding of the issue at hand.