
City of Grand Island



Tuesday, July 24, 2018
Council Session Packet

City Council:

Linna Dee Donaldson
Michelle Fitzke
Chuck Haase
Julie Hehnke
Jeremy Jones
Vaughn Minton
Mitchell Nickerson
Mike Paulick
Roger Steele
Mark Stelk

Mayor:

Jeremy L. Jensen

City Administrator:

Marlan Ferguson

City Clerk:

RaNae Edwards

7:00 PM

Council Chambers - City Hall
100 East 1st Street, Grand Island, NE 68801

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 - Pastor Sheri Lodel, Calvary Lutheran Church, 1304 North Custer Avenue

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.



City of Grand Island

Tuesday, July 24, 2018

Council Session

Item C-1

Presentation of 2019 Solid Waste Budget

Staff Contact: John Collins

Solid Waste Division FY 2019 Budget



Landfill on Husker Hwy @
Hall / Buffalo County Line



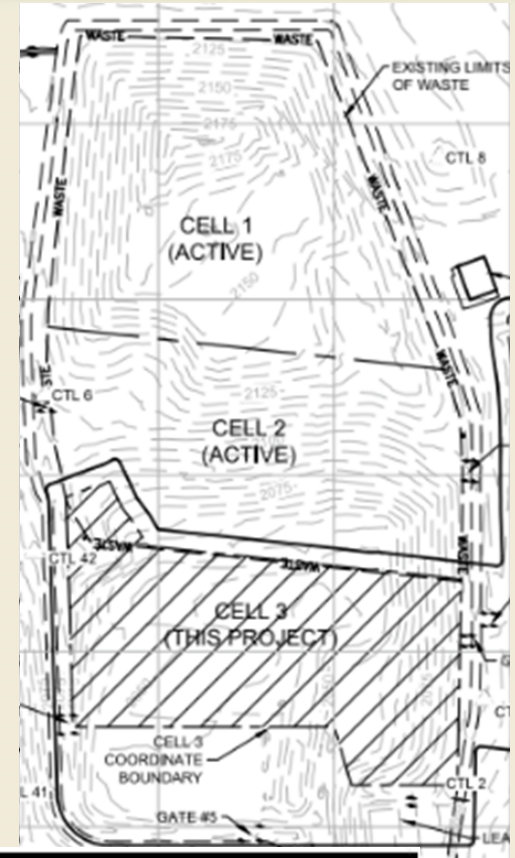
Enterprise Fund

- Receive no funding from General Fund
- All revenues generated from tipping fees
- One of the few divisions with competition
- Serves residents and non-residents



Landfill Site Life

- 3-4 years life left in current area (Cells 1 & 2)
- Approximately 29 years life left in total Phase 1 area



Notable Items from FY 2018

Continued routine capital replacement schedule

Transfer Station

- New truck and transfer trailer
- New wheel loader

Landfill

- Clear span building
- Used hydroseeder



Notable Items from FY 2018

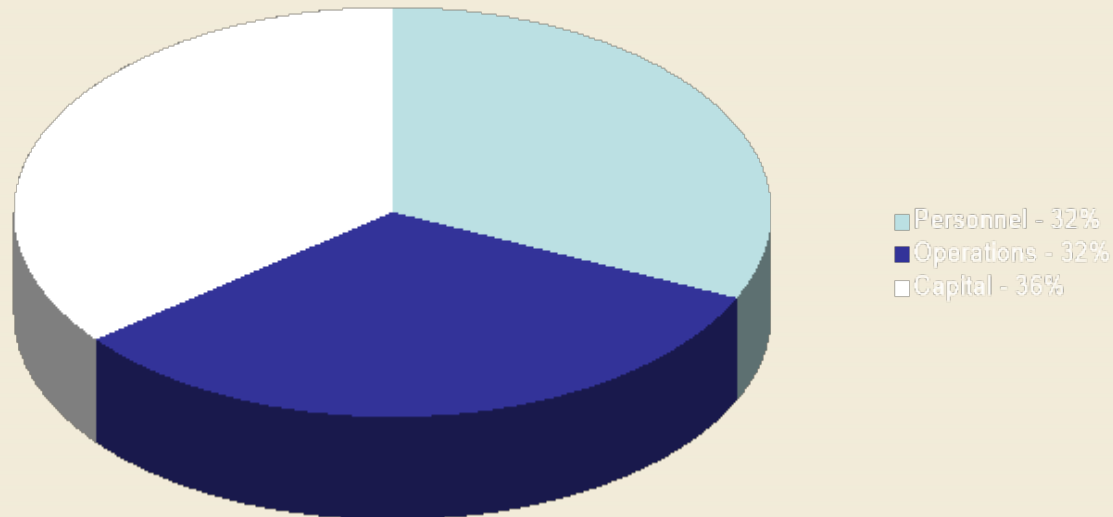
- Landfill Cell 3 Construction project underway
 - 14 acres of liner and leachate collection system
 - Approximately 20 years of additional site life
 - Scheduled to be complete October 2018
- Transfer Station operations and facility improvement study underway
 - Modify operations and facilities to better handle current and future customer traffic/tonnage
 - Will be beneficial to customers and staff

FY 2019 Budget

Personnel = \$1,132,407

Operations = \$1,160,291

Capital = \$1,304,600



FY 2019 Budget Capital Expenditures

- New dozer to replace 4 year old machine with nearly 9,500 hours
- Operations and facility improvement study complete November 2018
- Cell 3 engineering and construction (\$250,000) completion. Total project cost is \$3.4 million



Highlights of FY 2019 Budget

- Requesting .75 FTE increase

- The current .25 FTE clerk position will be increased to 1.0 FTE

- Significant increase at the Transfer Station since FY 2000

- Traffic counts have increased from 10,345 per year to 28,236 per year (173% increase)

- Tonnage has increased from 28,578 tons per year to 63,910 tons per year (124% increase)

Highlights of FY 2019 Budget

- ☛ No rate increase proposed for FY 2019
- ☛ Two rate increases (FY 2014 & FY 2018) in past 14 years

Location	Transfer Station Rate Per Ton	Landfill Rate Per Ton
Grand Island	\$39.74 (uncompacted)	\$33.43 (uncompacted)
	\$31.98 (compacted)	\$29.46 (compacted)
Columbus	\$65.00	
Norfolk	\$56.00	
Gering	\$67.32	
York		\$49.50
Holdrege		\$36.50
Hastings		\$38.00

Questions?





City of Grand Island

Tuesday, July 24, 2018

Council Session

Item C-2

Presentation of 2019 Wastewater Budget

Staff Contact: John Collins

2019 Wastewater Budget



Enterprise fund

- ☛ Handles wastewater generated by community residents, businesses and industries
- ☛ Meets all state and national requirements for effluent quality
- ☛ All operational and capital funding based on fees collected
 - ☛ Past Due Assessments in 2014 \$ 450,645
 - ☛ Past Due Assessments in 2018 \$ 86,667

2018 CIP Projects

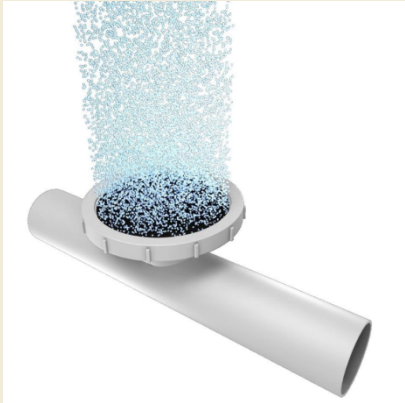
Project	Award Date	Construction Costs
Lift Station No. 14 Abandonment (2017-S-1)	3/28/2017	\$102,240
Lift Station No. 20 Upgrade & Force Main Rehabilitation (2017-S-1)	3/28/2017	\$2,601,720
West Stolley Park Rd & Engleman Rd Sanitary Sewer Extension (2017-S-3 & 540T)	1/23/2018	\$946,413
Lift Station No. 11 Relocation (2018-S-1)	3/27/2018	\$1,907,712
Sanitary Sewer District No. 539; Webb Rd & 13th St *completed*	3/28/2017	\$87,483
Sanitary Sewer Collection System Rehabilitation- Various Locations (2017-S-2A)	5/23/2017	\$458,554
Sanitary Sewer Collection System Rehabilitation- Various Locations (2017-S-2B)	11/14/2017	\$484,328
Sanitary Sewer Manhole Flow Monitoring/Rehabilitation (2018-WWTP-2)	5/22/2018	\$205,967
Total		\$6,794,417

2019 Budget

Beginning Cash	\$	14,739,563
Revenue (Including SRF Proceeds)	\$	14,139,970
Operating Costs	\$	7,278,707
Loan/Bond Payments	\$	4,837,623
Capital Expenses	\$	3,720,000
Total Expenditures	\$	15,836,330
Ending Cash	\$	13,043,203

Diffuser Replacement \$50,000

- About 20% are replaced each year
- Each diffuser has a 5-7 year life



Facility Security

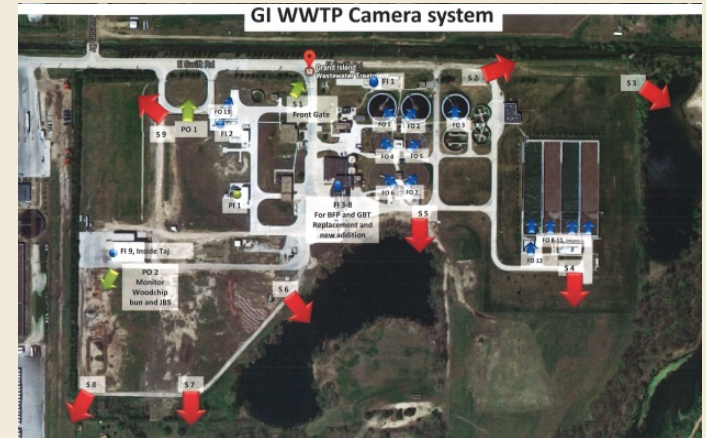
\$50,000

- Install security cameras
- Increase plant security and prevent physical intrusion

View WWTP of Back Lot



Long Range Plan



Update Rate & Flow Model

\$270,000

- Accurate modeling of flow is critical to correct planning for capital expenditures
- The current model relied on estimated flows in many areas
- Current rates to be reviewed as the last step of the rehabilitation project

Capital Equipment: Flusher Truck

\$300,000

- 17 years old
- Original cost: \$98,000
- Operating hours: 8,811 (equivalent to 300-400,000 miles)
- Total maintenance cost of over \$140,000
- Limited water tank capacity causes frequent trips for refilling



Online Monitoring

\$300,000

- Facilitate Regulatory Reporting & Data Analysis
- Enable quicker response to changes
- Improve process stability
- Reduce chance of violating discharge permit

Final Clarifier Rehabilitation

\$400,000

- Final clarifiers installed in 2000
- Typically have 15-20 year life



Anodes inhibit corrosion

Corrosion in Clarifier



2019 Collection System Rehabilitation

\$750,000

- ☞ Aging infrastructure
 - ☞ Some areas are over 100 years old
 - ☞ Many old lines run under building foundations and show cracking on video
- ☞ A number of areas in town have high I&I levels
 - ☞ High groundwater levels
 - ☞ Broken pipes, bad connections, improper taps
 - ☞ Result in higher flow and elevated treatment costs

Lift Station No. 11 Relocation

\$1,400,000

- Current facility is in residential backyard
- Wet well size is too small
- Serves CHI Health St. Francis
 - Continuity of service is critical
 - Need to install generator for backup power
- Will move approximately 100,000 gallons/day from south interceptor to north interceptor



2019 Capital Project Future Expenses

Description	2019	2020	2021	2022	2023	2019-2023 Total
Diffuser Replacement	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$250,000
Facility Security	\$50,000	\$50,000				\$100,000
Update Rate & Flow Model	\$270,000					\$270,000
Vehicle Addition/Replacement	\$300,000	\$50,000	\$50,000	\$50,000	\$ 50,000	\$500,000
Online Monitoring (Reg System)	\$300,000					\$300,000
Final Clarifier Rehabilitation	\$400,000	\$400,000	\$400,000			\$1,200,000
2019 Collection System Rehabilitation	\$750,000					\$750,000
Lift Station 11 Relocation	\$1,400,000					\$1,400,000
Total	\$3,520,000	\$550,000	\$500,000	\$100,000	\$100,000	\$4,770,000

FY 2018 Wastewater Awards

- 🌊 NWEA Silver Safety
Award (4th Year in a Row)
- 🌊 NWEA Scott Wilber
Outstanding Facility
Award (4th Year in a Row)





City of Grand Island

Tuesday, July 24, 2018

Council Session

Item E-1

**Public Hearing on Request from Bosselman Pump & Pantry, Inc.
dba Pump & Pantry #52, 3210 Old Potash Highway for a Class
“B” Liquor License**

Council action will take place under Consent Agenda item G-6.

Staff Contact: RaNae Edwards

Council Agenda Memo

From: RaNae Edwards, City Clerk

Meeting: July 24, 2018

Subject: Public Hearing on Request from Bosselman Pump & Pantry, Inc. dba Pump & Pantry #52, 3210 Old Potash Highway for a Class “B” Liquor License

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

Bosselman Pump & Pantry, Inc. dba Pump & Pantry #52, 3210 Old Potash Highway has submitted an application for a Class “B” Liquor License. A Class “B” Liquor License allows for the sale of beer off sale only 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. The Police Department approves the request.

Also submitted was a request for Liquor Manager Designation for Brian Fausch, 2009 West Highway 34, Grand Island, Nebraska. Mr. Fausch has completed a state approved alcohol server/seller training program. Staff recommends approval contingent upon final inspections.

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.

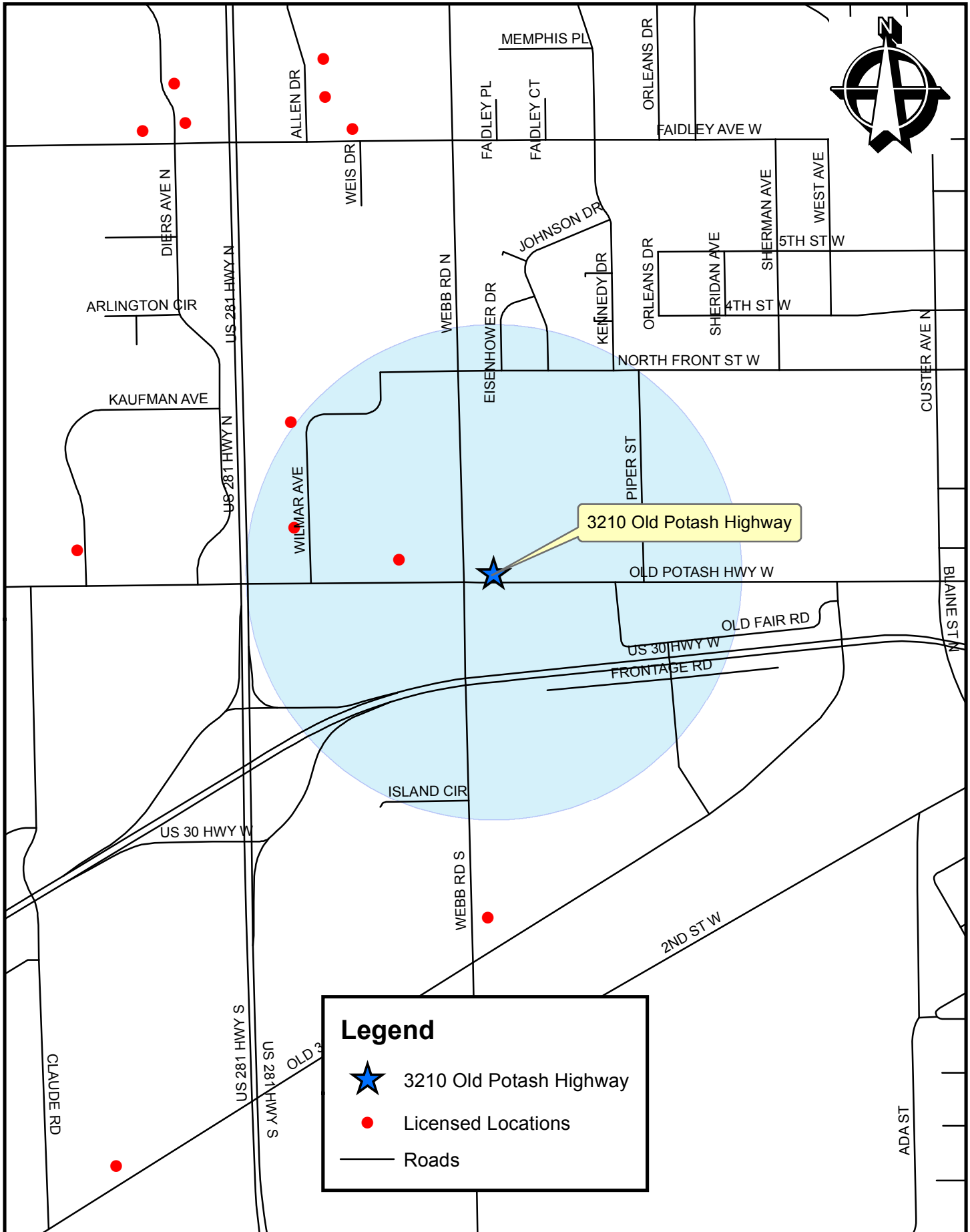
Recommendation

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

Sample Motion

Move to approve the application for Bosselman Pump & Pantry, Inc. dba Pump & Pantry #52, 3210 Old Potash Highway for a Class "B" Liquor License contingent upon final inspections and Liquor Manager Designation for Brian Fausch, 2009 West Highway 34, Grand Island, Nebraska.

Class "B" Liquor License Application: Pump & Pantry #52





City of Grand Island

Tuesday, July 24, 2018

Council Session

Item E-2

Public Hearing on Request from Rodrigo Sanchez dba Los Hermanos Market, 602 West 4th Street for a Class “D” Liquor License

Council action will take place under Consent Agenda item G-7.

Staff Contact: RaNae Edwards

Council Agenda Memo

From: RaNae Edwards, City Clerk

Meeting: July 24, 2018

Subject: Public Hearing on Request from Rodrigo Sanchez dba Los Hermanos Market, 602 West 4th Street for a Class “D” Liquor License

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

Rodrigo Sanchez dba Los Hermanos Market, 602 West 4th Street has submitted an application for a Class “D” Liquor License. A Class “D” Liquor License allows for the sale of alcohol off sale only 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. See attached Police Department report.

Mr. Sanchez has completed a state approved alcohol server/seller training program. Staff recommends approval contingent upon final inspections.

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 this application.

Sample Motion

Move to approve the application for Rodrigo Sanchez dba Los Hermanos Market, 602 West 4th Street for a Class "D" Liquor License contingent upon final inspections.

07/18/18
11:11

Grand Island Police Department
LAW SUPPLEMENTAL NARRATIVE

Page: 450
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Grand Island Police Department
Supplemental Report

Date, Time: Thu Jul 12 14:55:08 CDT 2018
Reporting Officer: Vitera
Unit- CID

Rodrigo Sanchez is applying for a Class D (beer, wine, distilled spirits, off sale only) Individual Retail Liquor license for Los Hermanos Market. While perusing the application, I noticed that: Rodrigo is the only person listed on the application, Steven Dowding assisted with the application, Rodrigo disclosed several convictions between 2002 and 2016, Rodrigo is borrowing money from 1st National Bank, the store is within 150' of a church, Rodrigo has lived in Grand Island all but one year of his life, and he currently has a liquor license at El Centenario.

I searched Rodrigo through Spillman and found several contacts with him which were mostly attributed to him being the owner of El Centenario and responsible for the activities involving the bar. I searched NCJIS as well and didn't find any undisclosed convictions except a speeding ticket that he received after this application was filled out. Rodrigo has a valid Nebraska driver's license and no outstanding warrants for his arrest. I also checked Rodrigo through a paid law enforcement-only database which tends to provide mostly personal identifying information and information about civil issues. I didn't find anything out of the ordinary.

Nebraska State Patrol Investigator Joe Hansen and I met with Rodrigo at Los Hermanos on 7/17/18 at 1100 hours. Rodrigo said he has been running El Centenario for almost seven years and is about ready to quit the bar business and hopes to transition exclusively into the grocery store. Rodrigo said the grocery store has been open for six or seven months. He advised that he bought the building in September or November of last year. He said he has a \$70,000 loan at Five Points Bank, and his mother put her home up as collateral. I pointed out to Rodrigo that the warranty deed that was included with his application said that he bought the property for the grocery store on 9/10/15. He could not explain the discrepancy in time.

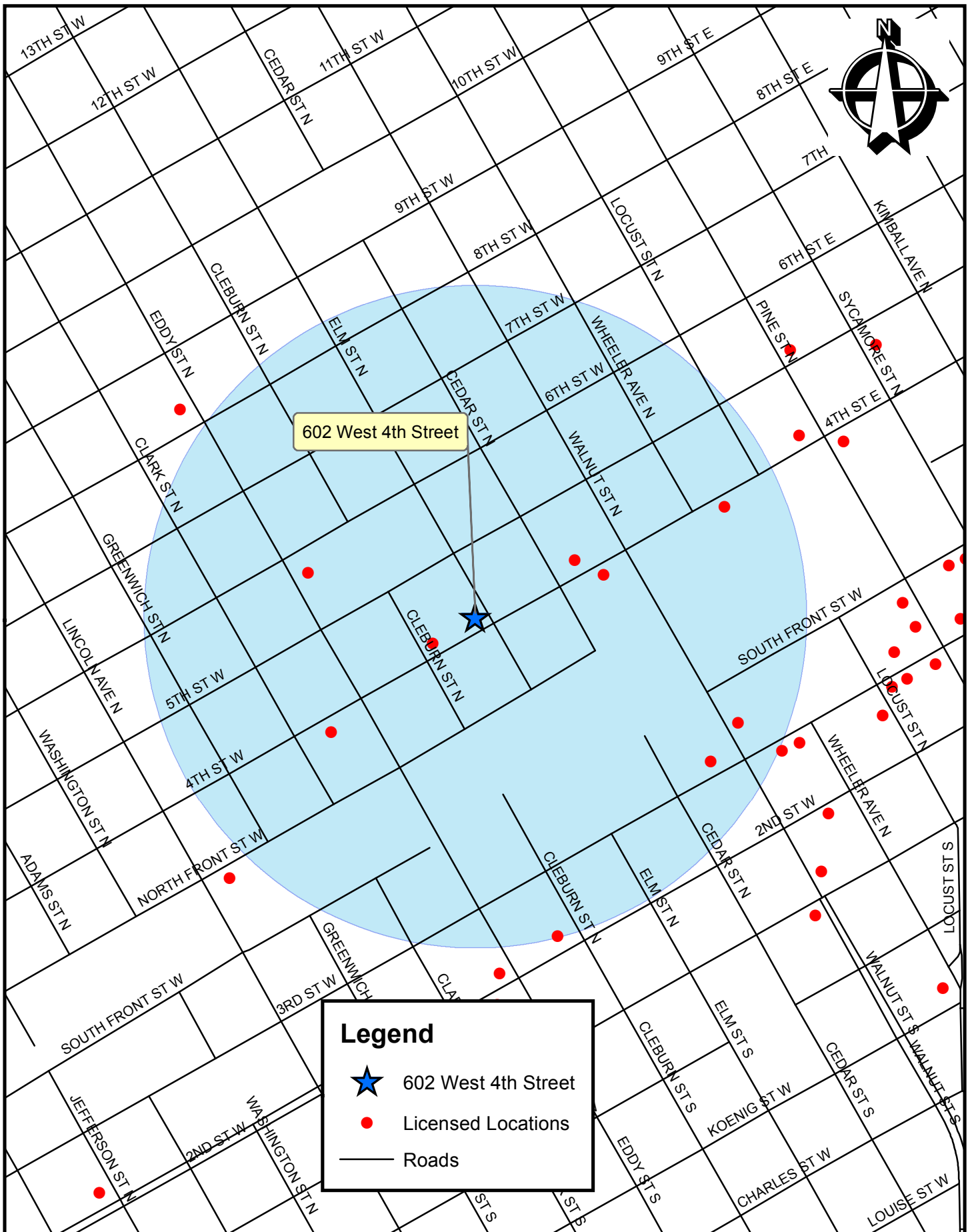
Rodrigo showed us around the building. On the northwest corner of the building, there is a small area that used to include a bathroom and a sleeping area. Someone used to live there, but Rodrigo said he was told that the area didn't qualify as a residence, and the person had to move out. Rodrigo got rid of the bathroom and just uses it for storage space now. Rodrigo said he rents out a small portion of the north side of the building to a guy named "Mike" who pays him \$400 cash each month. Rodrigo said his sister works for him full time, and his brother fills in for him on an as needed basis.

Rodrigo also correctly acknowledged on his application that the market is within 150' of a church. He had taken a letter of support to the church, but the representative of the church wouldn't support or oppose the liquor license. I called the NLCC and asked if a waiver had been approved. I was told that since the church didn't support it, the matter has to go to a hearing in front of the commissioners which will only occur after the local hearing and the submission of NSP's report.

All in all, Rodrigo didn't have any undisclosed convictions, he pointed out the issue with the church being within 150' and tried to get a letter of support, and the rest of the application appears to be filled out correctly. Although there is a discrepancy in Rodrigo's recollection of the purchase date of the building versus what's on paper, I found nothing that would automatically preclude Rodrigo from obtaining another liquor license; and the church issue will ultimately have to be decided by the NLCC. The Grand Island Police Department will not object to Rodrigo Sanchez receiving a liquor license for Los Hermanos Market.

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Class "D" Liquor License Application: Los Hermanos Market





City of Grand Island

Tuesday, July 24, 2018

Council Session

Item E-3

Public Hearing on Site Specific Redevelopment Plan for CRA Area 21 located at 2030 E. U.S. Highway 30 (Central Nebraska Truck Wash, Inc.)

Council action will take place under Resolutions item I-1.

Staff Contact: Chad Nabity

Council Agenda Memo

From: Chad Nabity, AICP

Meeting: July 24, 2018

Subject: Site Specific Redevelopment Plan for CRA Area #21

Presenter(s): Chad Nabity, AICP CRA Director

Background

In 2017, the Grand Island City Council declared property referred to as CRA Area #21 as blighted and substandard

The Central Nebraska Truck Wash Inc. has submitted an application for tax increment financing and a redevelopment plan has been prepared that would provide for redevelopment of this property for use as a Cattle Pot and Truck Wash at 2008 and 2030 E. U.S. Highway 30. This property is located east of Stuhr Road between U.S. Highway 30 and the Union Pacific Railroad track, immediately north of the Pump and Pantry on east Highway 30.

The CRA reviewed the proposed development plan on June 13, 2018 and forwarded it to the Hall County Regional Planning Commission for recommendation at their meeting on July 11, 2018. The CRA also sent notification to the City Clerk of their intent to enter into a redevelopment contract for this project pending Council approval of the plan amendment.

The Hall County Regional Planning Commission held a public hearing on the plan amendment at a meeting on July 11, 2018. The Planning Commission approved Resolution 2018-10 in support of the proposed amendment, declaring the proposed amendment to be consistent with the Comprehensive Development Plan for the City of Grand Island. The CRA approved Resolution 275 forwarding the redevelopment plan along with the recommendation of the planning commission to the City Council for consideration.

Discussion

Tonight, Council will hold a public hearing to take testimony on the proposed plan (including the cost benefit analysis that was performed regarding this proposed project) and to enter into the record a copy of the plan amendment that would authorize a redevelopment contract under consideration by the CRA.

Council is being asked to approve a resolution approving the cost benefit analysis as presented in the redevelopment plan along with the amended redevelopment plan for CRA Area #21 and authorizes the CRA to execute a contract for TIF based on the plan amendment and to find that this project would not be financially feasible at this location without the use of TIF. The redevelopment plan amendment specifies that TIF will be used to offset allowed costs for redevelopment for improvements and expansion of infrastructure including but not limited to: streets, water, sewer, drainage, along with acquisition and demolition and site development costs as allowed by state statute to provide for commercial development of this site as a cattle pot and truck wash. The cost benefit analysis included in the plan finds that this project meets the statutory requirements for an eligible TIF project and that it will not negatively impact existing services within the community or shift additional costs onto the current residents of Grand Island and the impacted school districts. The bond for this project will be issued for a period of 15 years. The proposed bond for this project will be issued for the amount of \$849,240 which is expected to yield approximately \$596,000 that will be available for the project.

Alternatives

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

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

Recommendation

The CRA and Hall County Regional Planning Commission recommend that the Council approve the Resolution necessary for the adoption and implementation of this plan.

Sample Motion

Move to approve the resolution as submitted.

**Redevelopment Plan Amendment
Grand Island CRA Area 21
June 2018**

The Community Redevelopment Authority (CRA) of the City of Grand Island intends to amend the Redevelopment Plan for Area 21 within the city, pursuant to the Nebraska Community Development Law (the “Act”) and provide for the financing of a specific project in Area 18.

Executive Summary:

Project Description

THE REDEVELOPMENT OF PROPERTY LOCATED BETWEEN U.S. HIGHWAY 30 AND THE UNION PACIFIC RAILROAD TRACKS EAST OF STUHR ROAD (LOTS 1 AND 2 OF BOSSELMAN BROTHERS SECOND SUBDIVISION). CENTRAL NEBRASKA TRUCK WASH, INC., INTENDS TO CONSTRUCT A NEW CATTLE POT AND TRUCK WASH FACILITY AT THIS LOCATION, INCLUDING DEMOLITION OF AN EXISTING STRUCTURE ON THE SITE IN PREPARATION FOR REDEVELOPMENT AND NECESSARY INFRASTRUCTURE AND GRADING IMPROVEMENTS.

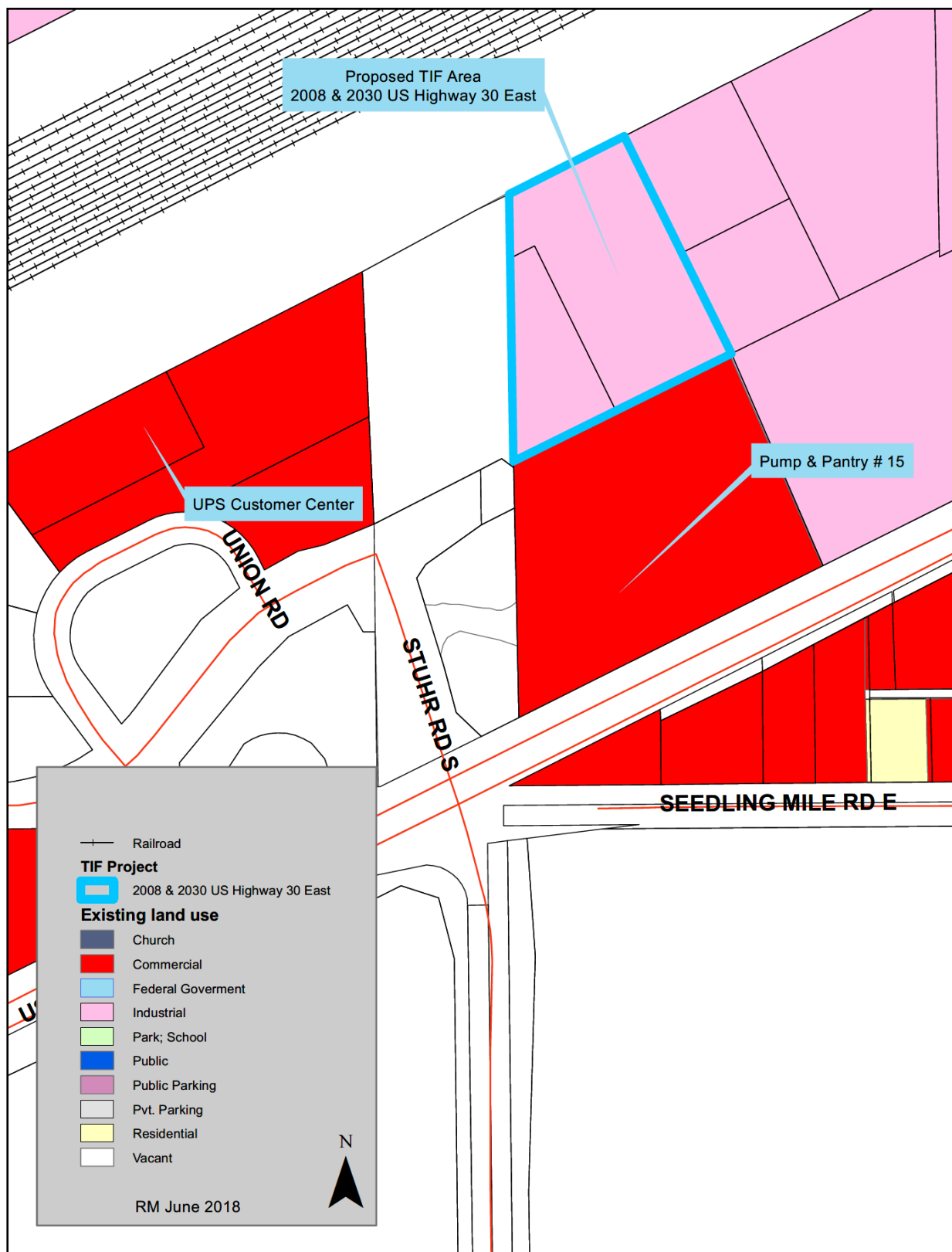
The use of Tax Increment Financing to aid in demolition, site clearance, and necessary infrastructure, grading improvements and private roadways to redevelop 2030 and 2008 E. U.S. Highway 30 (Lots 1 and 2 of Bosselman Brothers Second Subdivision in the City of Grand Island). The use of Tax Increment Financing is an integral part of the development plan and necessary to make this project affordable. The project will result in the construction of a new cattle pot and truck wash at this location. The developer has indicated that this development would not be considered for at this location without the use of TIF.

Central Nebraska Truck Wash Inc owns the subject property and will operate in conjunction with Midwest Express, Inc., a Grand Island based trucking company providing transportation services to JBS and other Grand Island and regional manufacturers. The developer is responsible for and has provided evidence that they can secure adequate debt financing to cover the costs associated with the site work and remodeling. The Grand Island Community Redevelopment Authority (CRA) intends to pledge the ad valorem taxes generated over the 15 year period beginning January 1, 2019 (should this be 1/1/19?) towards the allowable costs.

TAX INCREMENT FINANCING TO PAY FOR THE REHABILITATION OF THE PROPERTY WILL COME FROM THE FOLLOWING REAL PROPERTY:
Property Description (the “Redevelopment Project Area”)

2030 and 2008 E. U.S. Highway 30

Legal Descriptions: Lots 1 and 2 of Bosselman Brothers Second Subdivision in the City of Grand Island)



Existing Land Use and Subject Property

This plan amendment provides for the issuance TIF Notes, the proceeds of which will be granted to the Redeveloper. The tax increment will be captured for up to 15 tax years the payments for which become delinquent in years 2020 through 2034 inclusive or as otherwise dictated by the contract.

The real property ad valorem taxes on the current valuation will continue to be paid to the normal taxing entities. The increase will come from the construction of a new cattle pot and truck wash facility at this location as permitted in the M2 Heavy Manufacturing Zoning District.

Statutory Pledge of Taxes.

In accordance with Section 18-2147 of the Act and the terms of the Resolution providing for the issuance of the TIF Note, the Authority hereby provides that any ad valorem tax on the Redevelopment Project Area for the benefit of any public body be divided for a period of fifteen years after the effective date of this provision as set forth in the Redevelopment Contract, consistent with this Redevelopment Plan. Said taxes shall be divided as follows:

a. That portion of the ad valorem tax which is produced by levy at the rate fixed each year by or for each public body upon the redevelopment project valuation shall be paid into the funds, of each such public body in the same proportion as all other taxes collected by or for the bodies; and

b. That portion of the ad valorem tax on real property in the redevelopment project in excess of such amount, if any, shall be allocated to and, when collected, paid into a special fund of the Authority to pay the principal of; the interest on, and any premiums due in connection with the bonds, loans, notes, or advances on money to, or indebtedness incurred by, whether funded, refunded, assumed, or otherwise, such Authority for financing or refinancing, in whole or in part, a redevelopment project. When such bonds, loans, notes, advances of money, or indebtedness including interest and premium due have been paid, the Authority shall so notify the County Assessor and County Treasurer and all ad valorem taxes upon real property in such redevelopment project shall be paid into the funds of the respective public bodies.

Pursuant to Section 18-2150 of the Act, the ad valorem tax so divided is hereby pledged to the repayment of loans or advances of money, or the incurring of any indebtedness, whether funded, refunded, assumed, or otherwise, by the CRA to finance or refinance, in whole or in part, the redevelopment project, including the payment of the principal of, premium, if any, and interest on such bonds, loans, notes, advances, or indebtedness.

Redevelopment Plan Amendment Complies with the Act:

The Community Development Law requires that a Redevelopment Plan and Project consider and comply with a number of requirements. This Plan Amendment meets the statutory qualifications as set forth below.

1. The Redevelopment Project Area has been declared blighted and substandard by action of the Grand Island City Council on February 14, 2017.[§18-2109] Such declaration was made after a public hearing with full compliance with the public notice requirements of §18-2115 of the Act.

2. Conformation to the General Plan for the Municipality as a whole. [§18-2103 (26) (a) and §18-2110]

Grand Island adopted a Comprehensive Plan on July 13, 2004. This redevelopment plan amendment and project are consistent with the Comprehensive Plan, in that no changes in the Comprehensive Plan elements are intended. This plan merely provides funding for the developer to rehabilitate the building for permitted uses on this property as defined by the current and effective zoning regulations. The Hall County Regional Planning Commission held a public hearing at their meeting on July 11, 2018 and passed Resolution 2018-10 confirming that this project is consistent with the Comprehensive Plan for the City of Grand Island.

3. The Redevelopment Plan must be sufficiently complete to address the following items: [§18-2103(26) (b)]

a. Land Acquisition:

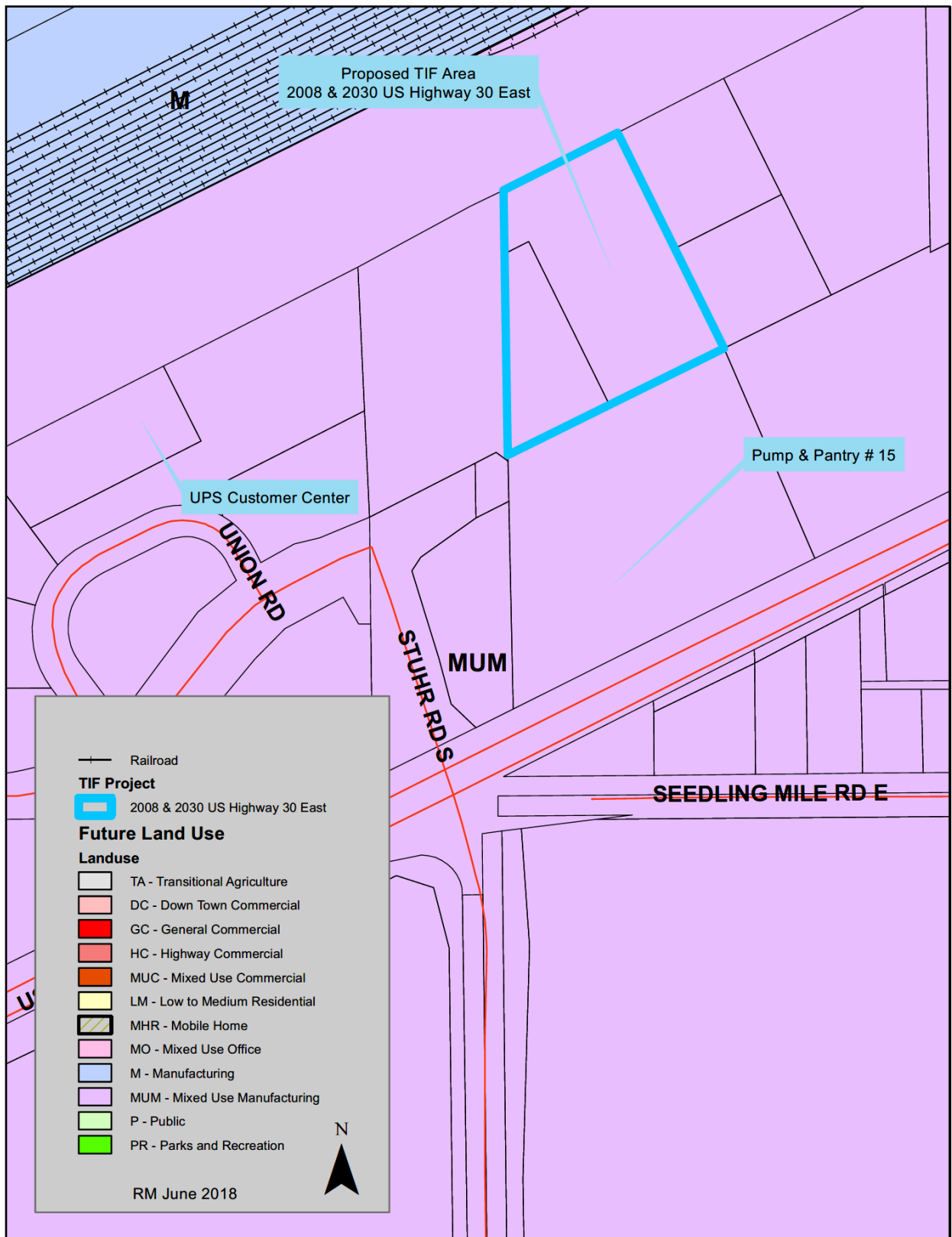
This Redevelopment Plan for Area 18 does not anticipate real property acquisition by the developer. This property was acquired by the developer to support their trucking company in 2015 for \$568,000. There is no proposed acquisition by the authority.

b. Demolition and Removal of Structures:

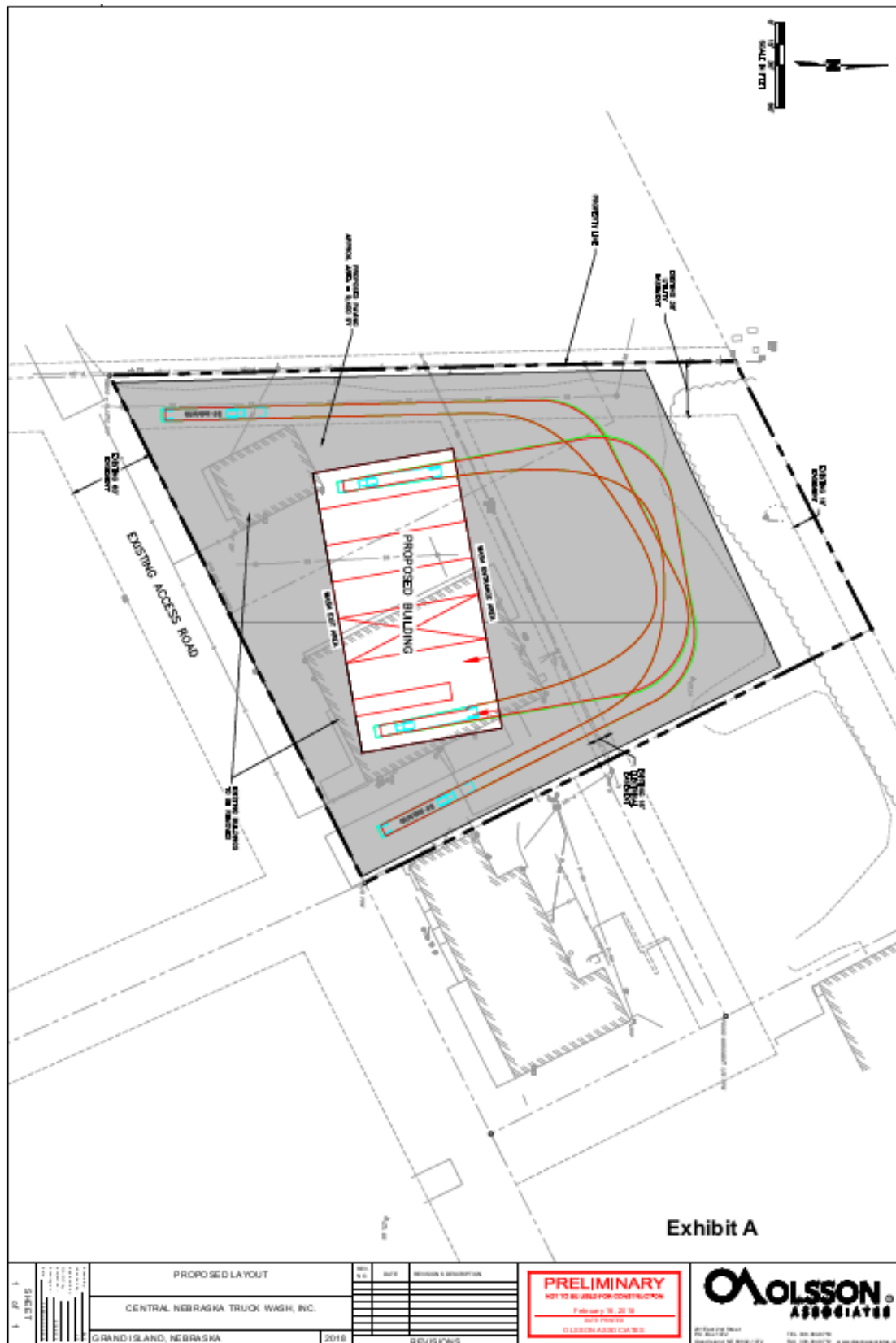
The project to be implemented with this plan provides for the demolition and removal of the existing structures and concrete on the property.

c. Future Land Use Plan

See the attached map from the 2004 Grand Island Comprehensive Plan. This property is in private ownership and surrounding properties are planned for mixed use manufacturing. The property south of Old Highway 30 is owned by the Union Pacific Rail Road. [§18-2103(26) (b) and §18-2111] A site plan of the area after redevelopment is also attached as Exhibit A. [§18-2111(5)]



City of Grand Island Future Land Use Map



Proposed Site Plan as developed.

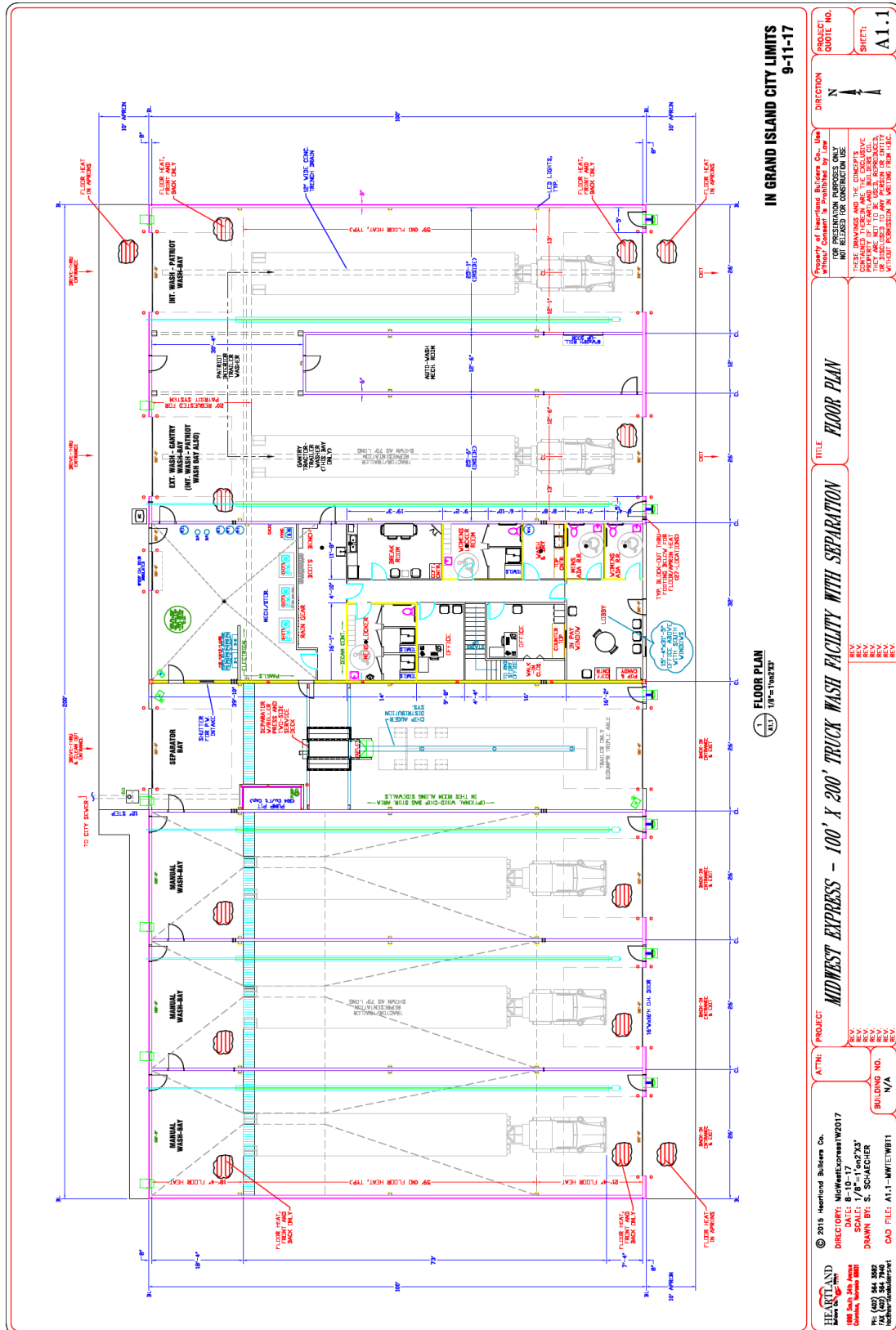


Exhibit A

Floor Plan of Proposed Building

d. Changes to zoning, street layouts and grades or building codes or ordinances or other Planning changes.

The area is zoned M2 Heavy Manufacturing zone. No zoning changes are anticipated with this project. No changes are anticipated in street layouts or grades. No changes are anticipated in building codes or ordinances. Nor are any other planning changes contemplated. [§18-2103(26)(b) and §18-2111]

e. Site Coverage and Intensity of Use

The developer is proposing to build on the site within the constraints allowed by the current zoning district. The M2 zoning district allows for up to 65% of each lot to be covered with buildings. The proposed cattle pot and truck wash will cover approximately 20,000 square feet or 16.4% of the lot. [§18-2103(26)(b) and §18-2111]

f. Additional Public Facilities or Utilities

Sewer and water are available to support this development. No new services are anticipated with this development. However, the Redeveloper will install new gas, sewer, water and electrical lines to the new buildings. Those improvements will be on site and not impact the city's main lines. . [§18-2103(26)(b) and §18-2111]

4. The Act requires a Redevelopment Plan provide for relocation of individuals and families displaced as a result of plan implementation. No individuals or families will be relocated due to this development. [§18-2103.02]

5. No member of the Authority, nor any employee thereof holds any interest in any property in this Redevelopment Project Area. [§18-2106] No members of the authority or staff of the CRA has any interest in this property.

6. Section 18-2114 of the Act requires that the Authority consider:

a. Method and cost of acquisition and preparation for redevelopment and estimated proceeds from disposal to redevelopers.

The developer purchased this property in 2015 for \$568,000. This purchase price is a TIF eligible expense due to changes in the state statutes in during the 2018 legislative session. Demolition of the existing buildings is estimated at \$58,609 and is a TIF eligible expense. Site preparation including grading, dirt work, and paving of private road ways to serve the cattle pot and truck wash is estimated at \$967,769. Architecture, engineering planning, survey, legal expenses and fees for the project are estimated at \$86,512. Utility connections and extensions are estimated to cost \$166,170 and are a TIF eligible expense. The total of eligible expenses for this project is \$ 1,848,060.

No property will be transferred to redevelopers by the Authority. The developer will provide and secure all necessary financing.

b. Statement of proposed method of financing the redevelopment project.

The developer will provide all necessary financing for the project. The Authority will assist the project by granting the sum of \$849,240 from the proceeds of the TIF Indebtedness issued by the Authority. This indebtedness will be repaid from the Tax Increment Revenues generated from the project. TIF revenues shall be made available to repay the original debt and associated interest after January 1, 2020 through December 2034. The developer will use the TIF Note to secure debt financing in the amount of \$596,524 with \$849,240 to be paid to the note holder during the term of the financing.

c. Statement of feasible method of relocating displaced families.

No families will be displaced as a result of this plan.

7. Section 18-2113 of the Act requires:

Prior to recommending a redevelopment plan to the governing body for approval, an authority shall consider whether the proposed land uses and building requirements in the redevelopment project area are designed with the general purpose of accomplishing, in conformance with the general plan, a coordinated, adjusted, and harmonious development of the city and its environs which will, in accordance with present and future needs, promote health, safety, morals, order, convenience, prosperity, and the general welfare, as well as efficiency and economy in the process of development, including, among other things, adequate provision for traffic, vehicular parking, the promotion of safety from fire, panic, and other dangers, adequate provision for light and air, the promotion of the healthful and convenient distribution of population, the provision of adequate transportation, water, sewerage, and other public utilities, schools, parks, recreational and community facilities, and other public requirements, the promotion of sound design and arrangement, the wise and efficient expenditure of public funds, and the prevention of the recurrence of insanitary or unsafe dwelling accommodations or conditions of blight.

The Authority has considered these elements in proposing this Plan Amendment. This amendment, in and of itself will promote consistency with the Comprehensive Plan. This will have the intended result of preventing recurring elements of blighted conditions including demolition of obsolete building and reuse/redevelopment of property within the City Limits.

8. Time Frame for Development

Development of this project is anticipated to be completed between August of 2018 and December of 2019. Excess valuation should be available for this project for 15 years beginning with the 2020 tax year.

9. Justification of Project

Demolition, extension of utilities and substantial site grading are necessary to facilitate rebuilding at this site. The redevelopment of this property by Central Nebraska Truck Wash Inc. will result in greater investment by the company in their Grand Island location and will expand their fulltime employee base within the community. The proposed use as a cattle pot (trailer washout) meets a community need to serve the JBS Plant located on the south side of U.S. Highway 30 and the trucking community supported by that facility.

10. Cost Benefit Analysis Section 18-2113 of the Act, further requires the Authority conduct a cost benefit analysis of the plan amendment in the event that Tax Increment Financing will be used. This analysis must address specific statutory issues.

As authorized in the Nebraska Community Development Law, §18-2147, *Neb. Rev. Stat.* (2012), the City of Grand Island has analyzed the costs and benefits of the proposed Redevelopment Project, including:

Project Sources and Uses. Approximately \$849,240 in public funds from tax increment financing provided by the Grand Island Community Redevelopment Authority will be required to complete the project. This investment by the Authority will leverage \$4,243,375 in private sector financing and investment; a private investment of \$5.00 for every TIF dollar invested.

Use of Funds.			
Description	TIF Funds	Private Funds	Total
Acquisition	\$ 568,000		\$568,000
Demolition	\$58,609		\$58,609
Site Preparation and Paving	\$41,287	\$926,482	\$967,769
Utilities			
Sewer, Water, Electric	\$166,170		\$166,170
Telecommunications		\$5,316	\$5,316
Arch/Engineering/Planning/Legals/Fees		\$86,512	\$86,512
Building Costs		\$3,112,565	\$3,112,565
Permits	\$15,174		\$15,174
Construction Interest		\$112,500	
TOTALS	\$849,240	\$4,243,375	\$5,092,615

Tax Revenue. The property to be redeveloped is anticipated to have a January 1, 2018 valuation of approximately \$491,539. Based on the 2017 levy this would result in a real property tax of approximately \$10,640. It is anticipated that the assessed value will increase by \$2,615,615 upon full completion, as a result of the site redevelopment. This

development will result in an estimated tax increase of over \$56,616 annually. The tax increment gained from this Redevelopment Project Area would not be available for use as city general tax revenues, for a period of 15 years, or such shorter time as may be required to amortize the TIF bond, but would be used for eligible private redevelopment costs to enable this project to be realized.

Estimated 2018 assessed value:	\$ 491,539
Estimated value after completion	\$ 3,107,154
Increment value	\$ 2,615,615
Annual TIF generated (estimated)	\$ 56,616
TIF bond issue	\$ 849,240

(a) Tax shifts resulting from the approval of the use of Tax Increment Financing;

The redevelopment project area currently has an estimated valuation of \$491,539. The proposed redevelopment will create additional valuation of \$2,615,615. No tax shifts are anticipated from the project. The project creates additional valuation that will support taxing entities long after the project is paid off.

(b) Public infrastructure and community public service needs impacts and local tax impacts arising from the approval of the redevelopment project;

This plan provides extension of utilities from the lot to the mains. No additional public service needs have been identified. Existing water and waste water facilities will not be impacted by this development. The electric utility has sufficient capacity to support the development. It is not anticipated that this will impact schools. Fire and police protection are available and should not be negatively impacted by this development.

(c) Impacts on employers and employees of firms locating or expanding within the boundaries of the area of the redevelopment project;

This will have minimal impact on employers or employees within the redevelopment project area. It will create the opportunity for additional employees within the Grand Island area.

(d) Impacts on other employers and employees within the city or village and the immediate area that are located outside of the boundaries of the area of the redevelopment project; and

This project will not have a negative impact on other employers in any manner different from any other expanding business within the Grand Island area. The Grand Island labor market is tight but this will create additional full time jobs in the regions. This will allow a local company to expand in our community.

(e) Any other impacts determined by the authority to be relevant to the consideration of costs and benefits arising from the redevelopment project.

One of the direct results of this project will be the cattle pot or trailer washout. Because of the JBS facility just south of U.S. Highway 30 there is a real and immediate need for a place that livestock haulers can clean out their trailer before getting back on the road. This particular location is close to the JBS plant but not in a highly visible location. It is ideally suited for a use that is needed to support one of the largest employers in Grand Island and the region.

Time Frame for Development

Development of this project is anticipated to be completed between August of 2018 and December of 2019. The base tax year should be calculated on the value of the property as of January 1, 2018. Excess valuation should be available for this project for 15 years beginning in 2019 with taxes due in 2020. Excess valuation will be used to pay the TIF Indebtedness issued by the CRA per the contract between the CRA and the developer for a period not to exceed 15 years or an amount not to exceed \$849,520 the projected amount of increment based upon the anticipated value of the project and current tax rate. Based on the estimates of the expenses of the project the developer will spend more than \$1,848,000 on TIF eligible activities.

BACKGROUND INFORMATION RELATIVE TO TAX INCREMENT FINANCING REQUEST

Project Redeveloper Information

Business Name: Central Nebraska Truck Wash, Inc.

Address: 2110 East Hwy 30, Grand Island, NE 68801

Telephone No.: (308) 395-0716

Fax No.: (308) 395-1563

Contact: Craig Dixon

Brief Description of Applicant's Business: Ownership and operation of a commercial cattle pot and truck wash facility located in the vicinity of 2030 East Highway 30 in Grand Island, Nebraska.

Present Ownership Proposed Project Site: Central Nebraska Truck Wash, Inc.

Proposed Project: Building square footage, size of property, description of buildings – materials, etc. Please attach site plan, if available.

The primary project site is an industrial district located in the vicinity of 2030 East Highway 30 in Grand Island, Nebraska. Two of the existing structures will be demolished. Along with appropriate paving, concrete and sidewalk work, a new 100' X 200' (20,000 square foot) steel framed building will be erected to house a truck wash facility containing 5 wash bays and a loadout bay along with lobby/reception area, office space, break rooms, locker area, rest rooms and showers, mechanical rooms, etc. Approximately 16,800 square feet will be dedicated to operations with the remaining 3,200 square feet used for lobby, office space, conference rooms, restrooms, etc. The three west bays and east two bays will be drive thru (3-bay manual truck wash with 2-bay automatic truck wash). The middle-west bay will be a back-in bay to load out waste (see site plan Exhibit A).

If Property is to be Subdivided, Show Division Planned: N/A

VI. Estimated Project Costs:

Acquisition Costs:

A. Land	\$ 568,000
B. Building	\$ -

Construction Costs:

A. Renovation or Building Costs:	\$3,117,881
B. On-Site Improvements:	\$1,192,548

Soft Costs:

A. Architectural & Engineering Fees (included in misc.):	\$ -
B. Financing Fees:	\$ 112,500
C. Legal/Developer/Audit Fees (included in misc.):	\$ -
D. Contingency Reserves (included in misc.):	\$ -
E. Other (Please Specify) – Building Permit	\$ 15,174
Miscellaneous	\$ 86,512
TOTAL	\$5,092,615

Total Estimated Market Value at Completion per assessor: \$3,107,154

Source of Financing:

A. Developer Equity:	\$ 953,405
B. Commercial Bank Loan:	\$3,542,594

Tax Credits:

1. N.I.F.A.	\$ -
2. Historic Tax Credits	\$ -
D. Industrial Revenue Bonds:	\$ -
E. Tax Increment Assistance (See Note 1):	\$ 849,240
F. Other	\$ _____
	\$5,345,239

Interest component of TIF loan (see Note 1): (\$ 252,624)
\$5,092,615

Note 1: TIF requested at zero percent lending rate is \$849,240 (principal only portion of amount referenced above after applying a 5% lending rate on a 15 year term note with monthly payments is \$596,616 with an interest component of \$252,624).

Name, Address, Phone & Fax Numbers of Architect, Engineer and General Contractor:

Architect: Heartland Builders, Co.
1698 South 34th Avenue
Columbus, NE 68601
(308) 380-2991

Engineer: Olsson Associates
201 East 2nd Street
Grand Island, NE 68801
(308) 384-8750

General Contractor: Heartland Builders, Co.
1698 South 34th Avenue
Columbus, NE 68601
(402) 564-3582

Estimated Real Estate Taxes on Project Site Upon Completion of Project:
(Please Show Calculations)
\$67,256 (See Exhibit B for detailed calculation)

Project Construction Schedule:

Construction Start Date: Upon TIF application acceptance

Construction Completion Date: 180 days after acceptance

If Phased Project:

_____ Year _____ % Complete

_____ Year _____ % Complete

_____ Year _____ % Complete

XII. Please Attach Construction Pro Forma (see Exhibit C)

XIII. Please Attach Annual Income & Expense Pro Forma (see Exhibit D)

(With Appropriate Schedules)

TAX INCREMENT FINANCING REQUEST INFORMATION

Describe Amount and Purpose for Which Tax Increment Financing is Requested:

\$849,240 of tax increment financing (based on a 0% lending rate) is being requested to assist in the construction of a five-bay commercial truck wash facility in the vicinity of 2030 East Highway 30 in Grand Island, Nebraska to be operated 7 days a week. The project involves the demolition of two existing structures and the construction of a new steel frame building along with concrete and paving work for the foundation as well as all necessary roadways for traffic flow to and from the truck wash building. All necessary water and sewer hookups will be made to connect to the city water supply.

The applicant believes that once the truck wash is up and running, the city will enjoy significant additional revenue from the facility's use of a currently underutilized electric and sewer systems (approximately \$180,000 annually). The truck wash is expected to create 10 to 11 new jobs paying aggregate wages of approximately \$425,000 plus benefits. All said, the TIF funds will enable the project to be undertaken, resulting in vast improvements to the condition of the current location, the creation of new jobs, additional revenue to the city in the form water & utility bills and an expanded sales tax base from new customers created by increased traffic flow through the area which should also benefit neighboring businesses.

Statement Identifying Financial Gap and Necessity for use of Tax Increment Financing for Proposed Project:

Tax increment financing is an integral and essential component to project completion which is contingent upon receipt of the expected tax increment assistance. Feasibility is dependent on TIF funds that will enable the creation of adequate economics in operating the facility at a competitive rate in the specified area (See also Exhibit E for capitalization rate analysis).

Municipal and Corporate References (if applicable). Please identify all other Municipalities, and other Corporations the Applicant has been involved with, or has completed developments in, within the last five (5) years, providing contact person, telephone, and fax numbers for each:

See Exhibit F



XIV. Please Attach Applicant's Corporate/Business Annual Financial Statements for the Last Three Years.

N/A – applicant is a new legal entity



**PRELIMINARY
LOT LAYOUT
DATE: 2-15-18**

1
C1.1
PRELIMINARY LOT LAYOUT
1"=45'on 2"x3"

 HEARTLAND BUILDERS CO. 1698 South 34th Avenue Columbus, Nebraska 68601 PH: (402) 564 3582 FAX: (402) 564 7940 hcb@heartlandbuilders.net	© 2015 Heartland Builders Co. DIRECTORY: Central NE-TW2018 DATE: 12-27-17 SCALE: 1"=45' on 2"x3" DRAWN BY: S. SCHAECHER CAD FILE: C1.1-CENETW00W1	ATTN:	PROJECT CENTRAL NEBRASKA TRUCK WASH, INC. - 100' X 200' TRUCK WASH FACILITY	TITLE PRELIMINARY LOT LAYOUT	Property of Heartland Builders Co., Use without Consent is Prohibited by Law FOR PRESENTATION PURPOSES ONLY NOT RELEASED FOR CONSTRUCTION USE	DIRECTION N 	PROJECT QUOTE NO. C18-2514	SHEET: C1.1
	REV. REV. REV. REV. REV. REV. REV. REV.				THESE DRAWINGS AND THE CONCEPTS CONTAINED THEREIN ARE THE EXCLUSIVE PROPERTY OF HEARTLAND BUILDERS CO. THEY ARE NOT TO BE REPRODUCED, COPIED, OR DISCLOSED TO ANY PERSON OR ENTITY WITHOUT PERMISSION IN WRITING FROM H.B.C.			

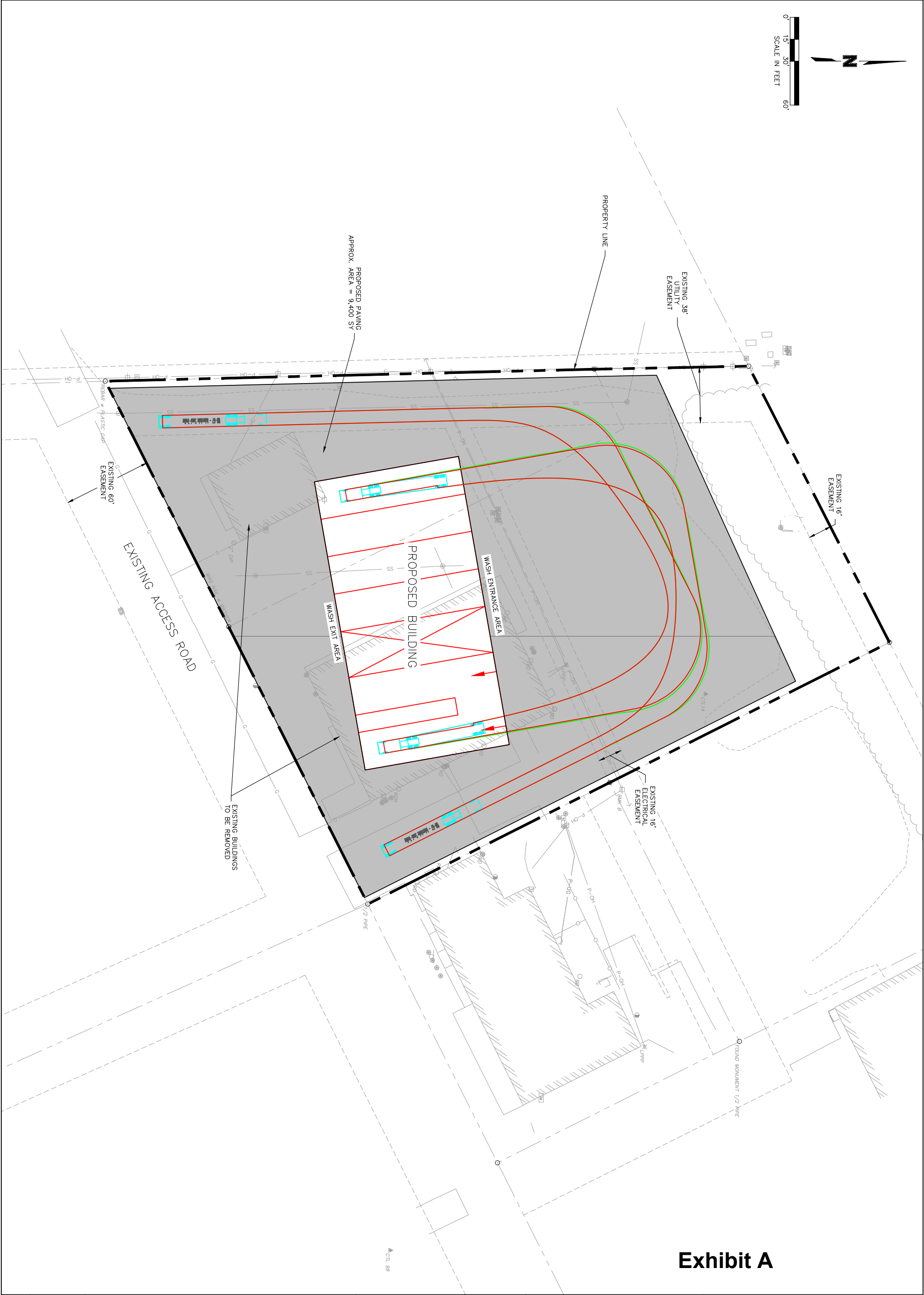




Exhibit A

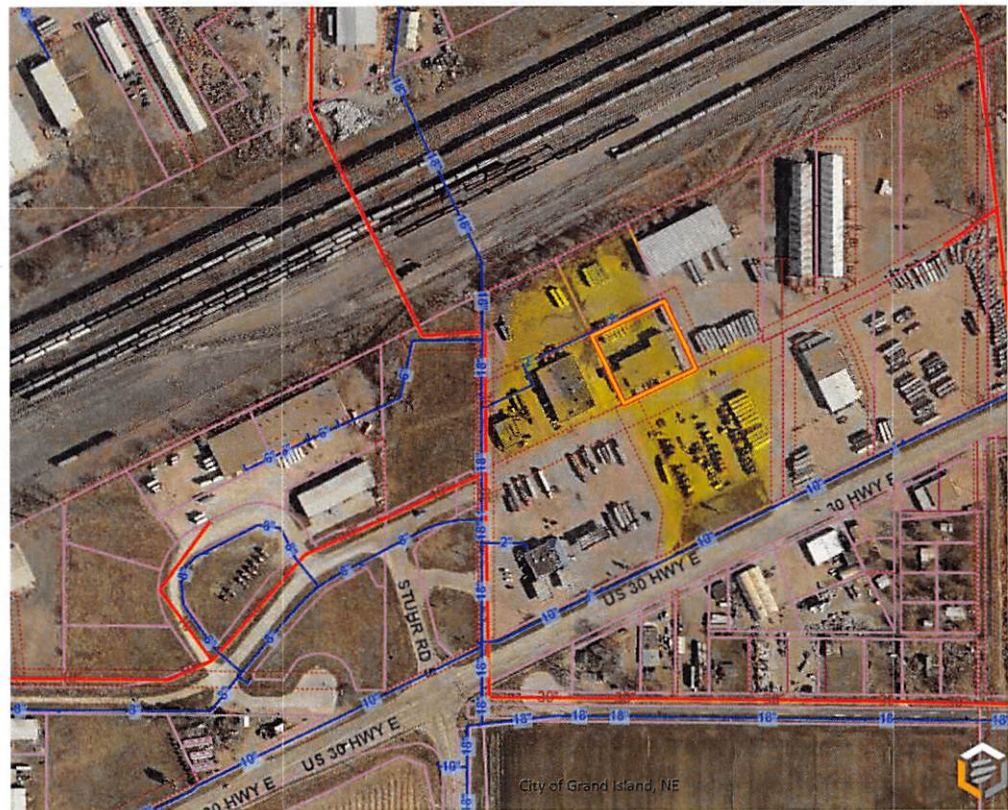
SHEET 1 of 1	PROPOSED LAYOUT		REV. NO.	DATE	REVISIONS DESCRIPTION
	CENTRAL NEBRASKA TRUCK WASH, INC.				
	GRAND ISLAND, NEBRASKA		2018	REVISIONS	

PRELIMINARY
NOT TO BE USED FOR CONSTRUCTION
February 16, 2018
DATE PRINTED
OLSSON ASSOCIATES

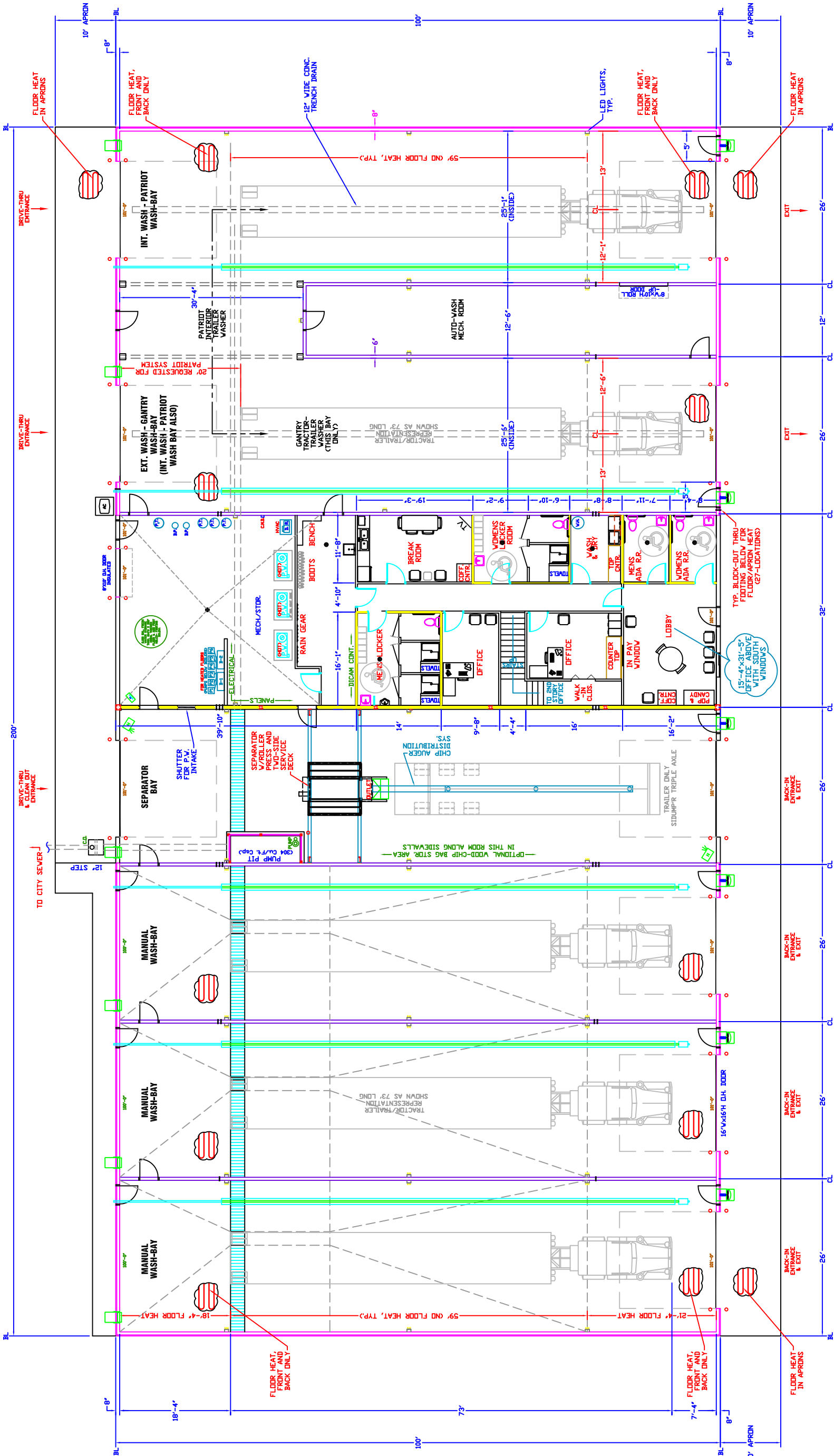
201 East 2nd Street
P.O. Box 1072
Grand Island, NE 68802-1072
TEL 308.384.8750
FAX 308.384.8752
www.olsonassociates.com

 **Lot**
Register of Deeds
()
Subdivision: Bosselman Brothers Subdivision
()
Block: 0
Lot: 9

 **Parcel**
Assessor
()
Treasurer
()
District Information
()
Photos/Sketches
()
Pictometry Online
()
Parcel: 400023881
Owner: CIK INVESTMENTS LLC
Situs: 02110 \E HWY 30



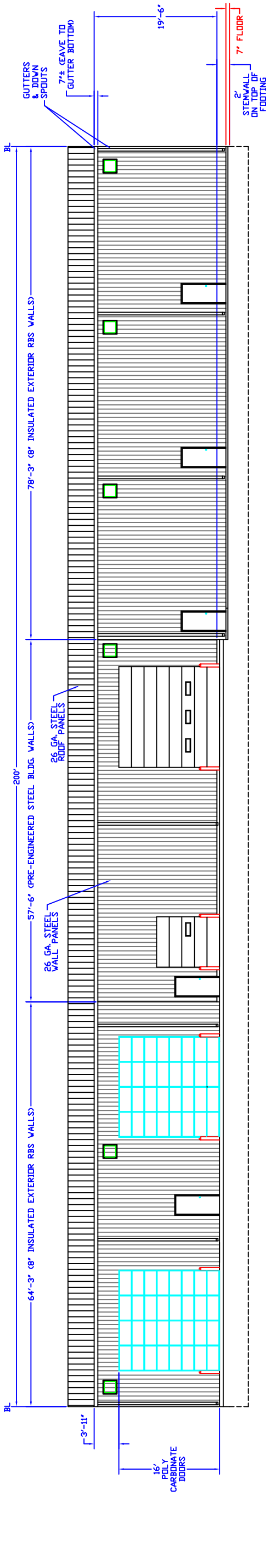
Water = Blue
Sewer = Orange/Red



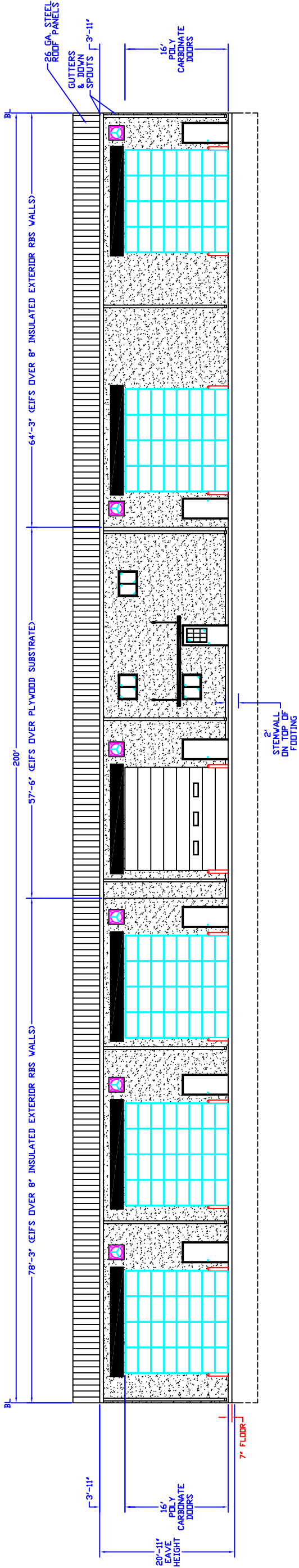
1 FLOOR PLAN
1/8"=1'0"x3"

IN GRAND ISLAND CITY LIMITS
9-11-17

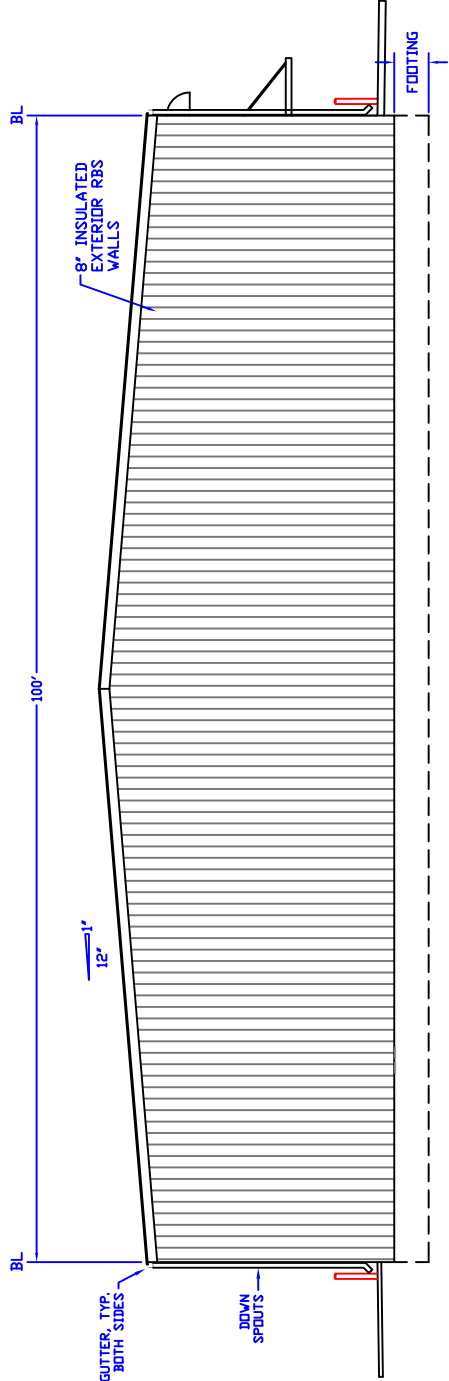
<p>© 2015 Heartland Builders Co. DIRECTORY: MidWestExpressTW2017 DATE: 8-10-17 SCALE: 1/8"=1'0"x3" DRAWN BY: S. SCHAECHER CAD FILE: A1.1-MWTWTB1</p>	ATTN:	PROJECT	TITLE	DIRECTION	PROJECT QUOTE NO.
		MIDWEST EXPRESS - 100' X 200' TRUCK WASH FACILITY WITH SEPARATION	FLOOR PLAN	N	
THESE DRAWINGS AND THE CONCEPTS CONTAINED THEREIN ARE THE EXCLUSIVE PROPERTY OF HEARTLAND BUILDERS CO. THEY ARE NOT TO BE REPRODUCED, COPIED, OR DISCLOSED TO ANY PERSON OR ENTITY WITHOUT PERMISSION IN WRITING FROM H.B.C.			Property of Heartland Builders Co., Use without Consent is Prohibited by Law FOR PRESENTATION PURPOSES ONLY NOT RELEASED FOR CONSTRUCTION USE		
BUILDING NO. N/A			SHEET: A1.1		



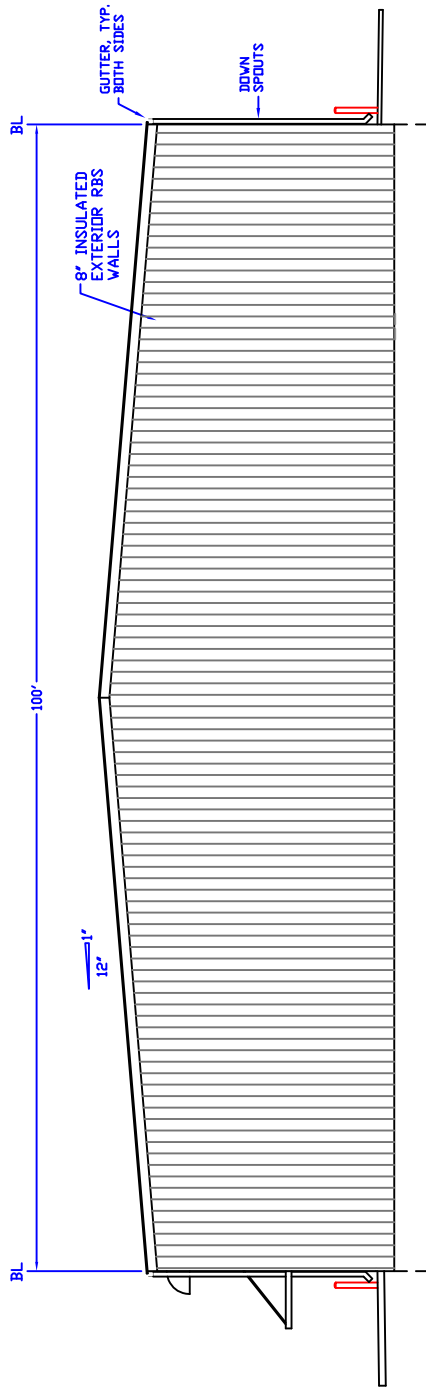
NORTH ELEVATION
1
A2.1
1/8" = 1'-0"on2'X3'




SOUTH ELEVATION
2
A2.1
1/8" = 1'-0"on2'X3'



WEST ELEVATION
3
A2.1
1/8" = 1'-0"on2'X3'



EAST ELEVATION
4
A2.1
1/8" = 1'-0"on2'X3'

 © 2017 Heartland Builders Co. DIRECTORY: MidWestExpressTW2017 DATE: 9-7-17 SCALE: 1/8"=1'on2'X3' DRAWN BY: S. SCHAECHER PH: (402) 564 3582 FAX: (402) 564 7940 hcb@heartlandbuilders.net	ATTN:	PROJECT	TITLE		Property of Heartland Builders Co., Use without Consent is Prohibited by Law THESE DRAWINGS AND THE CONCEPTS CONTAINED THEREIN ARE THE EXCLUSIVE PROPERTY OF HEARTLAND BUILDERS CO. THEY ARE NOT TO BE USED, REPRODUCED, OR DISCLOSED TO ANY PERSON OR ENTITY WITHOUT PERMISSION IN WRITING FROM H.B.C.	DIRECTION	PROJECT QUOTE NO. C17-2514	SHEET: A2.1
	MIDWEST EXPRESS - 100' X 196' TRUCK WASH FACILITY WITH SEPARATION			ELEVATION VIEWS				

**Central Nebraska Truck Wash, Inc.
Tax Increment Financing Request
Estimated Real Estate Taxes on Project Site Upon Completion of Project**

Existing Assessed Value and Real Estate Tax on Project Site

Parcel Number	Assessed Value (2017)			Taxes
	Improvements	Land	Total	
400023903	268,986	112,575	381,561	8,259
400023911	64,002	45,976	109,978	2,381
	<u>332,988</u>	<u>158,551</u>	<u>491,539</u>	<u>10,640</u>

Estimated Real Estate Taxes on Project Site Upon Completion of Project

	2017 Assessment	Note 1 Limitation
2017 taxes assessed on site prior to project commencement	10,640	
Divided by base assessed value	491,539	
Estimated tax rate	2.164540%	
Proposed assessed value	3,107,154	
Estimated annual real estate tax after project completion	67,256	
Less existing annual real estate tax	(10,640)	
Estimated increase in annual real estate tax	56,616	126,349
Requested TIF assistance at zero percent lending rate	15 849,240	15 1,895,234

Principal debt service at indicated rate		Rate	Principal	Principal
With annual note payments	PVA	5.00%	587,655	1,311,459
With monthly note payments	PVA	5.00%	596,616	1,331,457

Notes:

- 1.) This column represents requested financing in the event the tax increment over 15 years exceeds actual qualified TIF costs. Requested TIF assistance is limited to qualified costs.

Exhibit B

HALL COUNTY ASSESSOR'S OFFICE

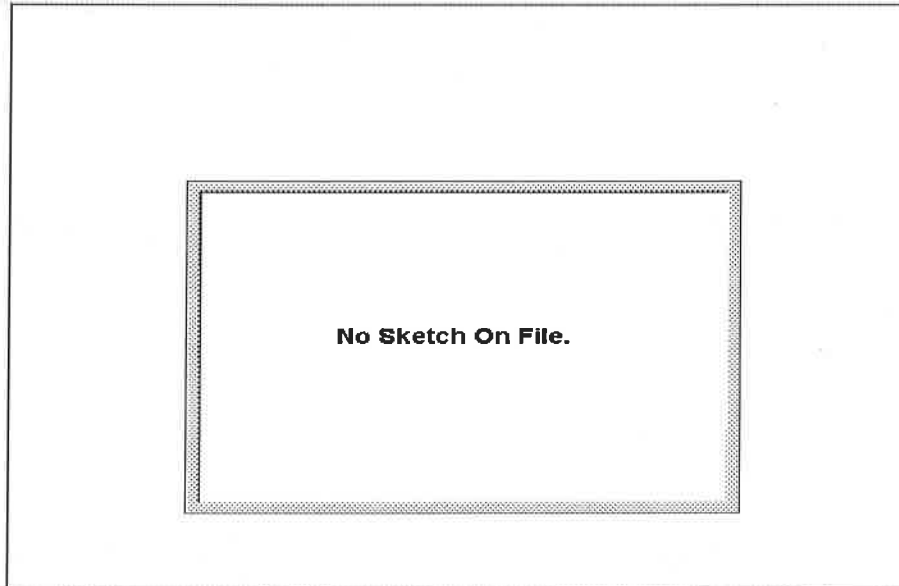


Commercial Property Record Card -Inactive Record



Data Provided By: KRISTI WOLD County Assessor. Printed on 04/18/2018 at 09:12:24A

Parcel Information		Ownership Information	
Parcel Number	99999997	Current Owner	
Map Number		Address	
Situs		City St. Zip	
Legal		Cadastral #	
Property Data			
Neighborhood	385	Topography	Number of Units
Lot Width		Street	Unit Value
Lot Depth		Utilities	Adjustment
Units Buildable		Amenities 1	Lot Value
Value Method		Amenities 2	



Building Data														
Bldg.	Sec.	Code	Description	Year	Cls.	Qual.	Cond.	Area	Perm.	Stor.	Hght.	Sec. RCN	Phys.	Func. RCNLD
1	1	344	OFFICE BUILDING	2018	S		300	40	3,840	184	2	10	338,803	338,803
1	2	528	SERVICE	2018	S		300	30	2,600	252	1	10	163,176	163,176
1	3	297	REPAIR~GARAGE	2018	S		300	30	7,800	356	1	10	452,712	452,712
1	4	298	Self Serve Car Wash	2018	S		300	30	6,400	328	1	10	518,720	518,720
1			DRIVE THROUGH CAR~WASH	2018	S		300	30	6,400	328	1	10	518,720	518,720
1			PAVING, CONCRETE	2018				100,000					419,000	419,000
1			SITE PREP/UTIL/FEE	2018				50					1,000,000	1,000,000
4	1	406	WAREHOUSE, STORAGE	2018	S		200	30	1,280	144	1	10	56,192	56,192

Cost Approach From Marshall & Swift					Potential Gross Income				
Total Building Area					Contract				
Total Building RCN					Market				
Total Refinements					Vacancy & Collection Loss				
Total Replacement Cost New					Effective Income				
Total Phys. & Func. Depreciation					Total Expenses				
RCN Less Phys. & Func.					Net Operating Income				
Economic Depreciation					Capitalization Rate				
Accrued Economic depreciation					Income Approach				
Total RCN Less Depreciation					Final Value Reconciliation				
Additional Lump Sums									
Land Value									
Total Cost Value									
Value Per Res Unit									
Value Per Sq. Ft.									

Land 158551
3,107,154

*DATA USED FOR COST CALCULATIONS SUPPLIED BY MARSHALL & SWIFT which hereby reserves all right herein.

Exhibit B

HALL COUNTY ASSESSOR'S OFFICE

TerraScan Sketch Form

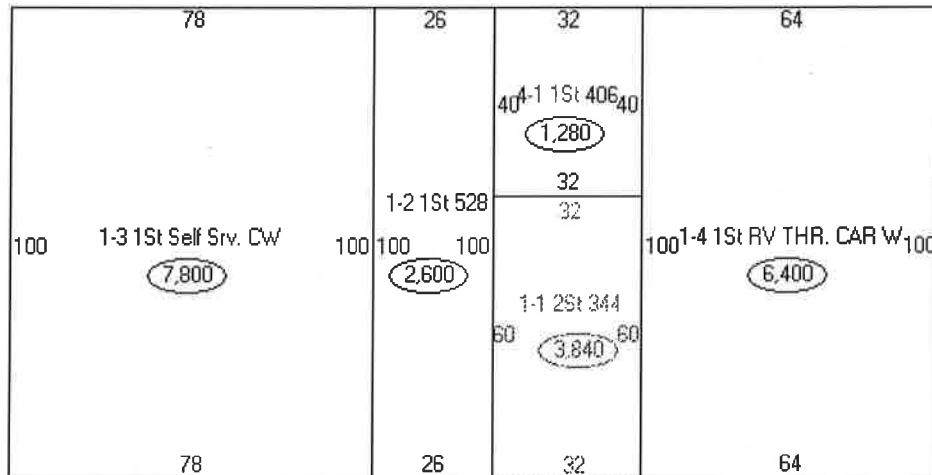
146283039291310

Data Provided By: KRISTI WOLD County Assessor. Printed on 04/18/2018 at 09:13:34A

Parcel # 999999997
Owner
Address

Map #
Situs
Legal

Parcel #: 999999997



-- Denotes common wall.

Description	Base Area	Total Area
Office Building	1,920	3,840
Service Repair Garage	2,600	2,600
Self Serve Car Wash	7,800	7,800
Drive Through Car Wash	6,400	6,400
Warehouse, Storage	1,280	1,280
Area Summary		
Base Area		20,000
Total Area		21,920
Basement Area		0
Garage Area		0
Porches/Other		0

Scale : 1" = 40'

----- Denotes Upper Floor

Page 1 of 1

SKETCH-html-2001

Exhibit B

February 18, 2018

MIDWEST EXPRESS TRUCK WASH

Grand Island, Nebraska

Preliminary Cost Opinion

Item	Total	TIF Qualified (Q) or Non-qualified (NQ)
Water Utility (Olsson Associates)	\$66,140.00	Q
Sanitary Sewer (Olsson Associates)	\$80,925.00	Q
Site Paving and Grading (Olsson Associates)	\$967,768.88	Q
Electrical (Olsson Associates)	\$19,105.00	Q
Existing Building Demolition (Dobesh)	\$58,609.00	Q
Telecommunications (D-EL-Com LLC)	\$5,316.00	NQ
Building (Heartland Builders Co.)	\$3,112,565.00	NQ
Building Permit (City of Grand Island, NE)	\$15,174.00	Q
Miscellaneous (Legal, Accounting, Review, Temporary Ser.) (2%)	\$86,511.96	Q
SUB-TOTAL	\$4,412,114.84	
Construction period interest:		
Allocated to TIF qualified costs	\$33,000.34	Q
Allocated to non-qualified TIF costs	\$79,499.66	NQ
SUB-TOTAL	\$112,500.00	
LAND ACQUISITION COSTS SUB-TOTAL	\$568,000.00	Q
Grand Total	\$5,092,614.84	
Summary		
Total TIF qualified costs	\$1,895,234.18	
Total TIF non-qualified costs	\$3,197,380.66	
Total costs	<u>\$5,092,614.84</u>	

Exhibit C

BUDGET QUOTATION (2514-C17) 9/11/17

TO: CRAIG DIXSON (MIDWEST EXPRESS TRUCK WASH FACILITY) **PHONE:** (308) 395-0716
FROM: TONY CARLSON/HEARTLAND BUILDERS **PHONE:** (402) 563-2516
PROJECT: TRUCK WASH FACILITY **FAX:** (402) 564-7940
CC: JOE F., BRIAN, K., MATT W. (HBC)

PROVIDE LABOR AND MATERIALS TO CONSTRUCT THE BELOW DESCRIBED PROJECT:
--

Project Package:

- (1) 100' x 200' x 20'-11"+/- 3-Bay Manual Truck Wash, 2-Bay Auto Truck Wash, 1-Bay Separation and Office/Mechanical/Storage Area.

SPECIFICATIONS:

CONCRETE:

1. Foundations/Footings/Stemwalls: Trenched footings at building perimeter: 3500 psi sand/gravel mix, 12" wide x 36" deep, #4 rebar reinforced. Trenched footings at interior partition walls: 3500 psi sand/gravel mix, 12" x 36" deep, #4 rebar reinforced.
2. Wash & Waste Separation Area Floors: 3500 psi sand/gravel w/10% limestone mix, 7" thick, #4 rebar @ 24" o.c. grid, non-slick power-trowel finish. Floor slopes per drawing detail. Floor saw cuts at required locations and caulked. *Any final sealant/protector not included.*
3. Office/Mechanical/Storage Floors: 3500 psi sand/gravel, 4" thick, #4 rebar @ 36" o.c. grid, smooth-trowel finish. Floor saw cuts at required locations and caulked. *No finishes included.*
4. Settling Basin Pit Walls/Floor: 4000 psi sand/gravel mix.
5. Trough to Settling Basin: 3500 psi sand/gravel mix.
6. NuForm Walls: 4000 psi sand/gravel mix, #4 & #5 rebar reinforced.
7. Approach Aprons: (1) South side 10' x 200' & (1) North side 10' x 121'-9" +/-, 3500 psi sand/gravel w/10% limestone mix, 7" thick (w/thickened edges), #4 rebar @ 24" o.c. grid, with saw cuts at required locations and caulked.
8. Sidewalk: (1) North side 4' x 78'-3" +/-, 3500 psi sand/gravel mix.

BUILDING:

1. NuForm Walls (Wash Bays) 8" thick extruded polymer wall panels with 2" polyurethane insulation. 6" Un-insulated NuForm wall between all interior bays except between the Separator Bay and Office/Mech./Storage area.
2. Pre-engineered steel building mainframe between the 26' wide Separator Bay and 32' wide Office/Mech./Storage area. 8" wide framed partition wall built from floor to underside of rafter beam, fully insulated w/Quick liner panels on both sides except adjacent lobby, stairway and office.
3. Steel purlins supported over NuForm and steel mainframe walls to support 26 ga. roof panels throughout.
4. Columns and header beams to span from the end of the auto-wash room to the north NuForm wall to support the purlins span.
5. Ceiling liner throughout, 26 gauge painted galvanized panels.
6. Gutters and downspouts on both sides.
7. Lobby, offices, break room, restrooms, locker rooms and washer/dryer area walls – 8' high, 2x4 studs (2x6 walls where required to facilitate plumbing) 16" o/c. Also includes office area built directly above lobby area with "L-shaped" stairway.
 - a. Lobby, offices and break room wall surfaces to have finished drywall.
 - b. Restrooms, locker rooms and washer/dryer room wall surfaces to have Quickliner or FRP panels.
8. Ceilings in #6 a. & b. listed rooms, finished drywall. 3/4" Plywood on top of ceiling joists.
9. Floor finishes: Epoxy coating in lower level office area and commercial carpet in upper office and stairs.

INSULATION:

1. Foundation walls: No insulation provided in footings (by option if required by City of Grand Island). Vapor barrier under floor slab of lobby, offices, break room, restrooms, locker rooms and washer/dryer area.
2. Roof & wall insulation: NuForm perimeter walls - 2" polyurethane insulation. Steel building (sidewalls & partition) – R-25 fiberglass batt w/clear poly vapor barrier. Roof, R-36 (2-layer) fiberglass batt w/clear poly vapor barrier. R-11 & R19 fiberglass batt insulation in all restroom, locker rooms & washer/dryer room walls and wall between Mech./Storage & Break/Wash rooms.
3. No insulation on 6" NuForm partition walls running north-to-south.

DOORS/WINDOWS:

1. Wash Bays: (7) 16'x16' American Garage Door Survivor "Gold" polycarbonate carwash type garage door with aluminum frame and stainless-steel fasteners, cables & shaft and galvanized torsion shaft.
2. Waste Separation Area: (2) 16'x16' Raynor TC300 commercial sectional overhead door. 3" thick, R-17.05, w/2" track, standard torsion springs & cables and (3) 24"x8" insulated windows.
3. Mechanical/Storage area: (1) 8'x10' Raynor TC300 commercial sectional overhead door. 3" thick, R-17.05, w/2" track, standard torsion springs & cables and (1) 24"x8" insulated windows.
4. Overhead Door Operators: All operators are Raynor brand, single-phase, Industrial Duty. The (7) operators for the Wash Bays & Mechanic's Bay are NEMA 12 (dust tight w/fiberglass box enclosure). (7) NEMA-4, 3-button stations. No remotes are included.
5. Walk Doors: (12) at exterior walls and (20) at interior walls
6. (3) 4030 horizontal sliding windows with insulated glass.

EQUIPMENT:

1. (1) PATRIOT Interior trailer washer. Price includes specification given to Owner by American Truck Wash Systems (ATWS) plus the required options: 1. Raised laterally moving base to (2) locations and 2. Overhead hose and cable carrier. Includes installation.
2. (1) FREEDOM 3-brush gantry wash system. Price includes specification given to Owner by ATWS plus the 120GPM water recovery system w/ozone and R/O system for spot-free rinse (6000 GPD) – these 2 options were added already by AMWS. Includes installation.

Note: the two systems above have other available options which are not included in this budget quote but can be added if Owner so chooses.

3. DT360 Separator on stand, pumps and related equipment.
4. Raised metal frame and ladder to set separator above Sidump'r trailer.
5. Floor heat system at locations shown on drawing.
6. Radiant heaters as shown on drawing.
7. Ventilation as needed in wash bays, separator bay and mechanical/storage area.
8. Restroom / Locker Rooms: Toilets, sinks & showers as shown on drawing. Does not include lockers.

PLUMBING/DRAINAGE:

1. Included except for water service to building from city of Grand Island water main.

ELECTRICAL:

1. Included except for installation of main service from pole/transformer pad to main building panel.

HVAC (Office Area):

1. Included

CLARIFICATIONS:

1. General:

- a. Fire Marshall and Professional Architect and Structural/Mechanical Engineer review.
- b. Includes Builders Risk insurance during construction for work performed by Contractor.
- c. All applicable sales taxes are included in the quoted price.
- d. Due to extremely volatile (*) material prices and availability, Heartland Builders Co. (HBC) reserves the right to adjust the above quoted price until such time that a contract is signed and required down payment is received. (*) *Recent hurricanes.*
- e. Freight prices included in the quote are subject to adjustment for any fuel surcharges. These surcharges or equivalent charges will be invoiced at cost to the Owner.
- f. HBC to call 'digger's hotline' to mark any potential underground utility lines at work site prior to start of work.

2. The Owner Provides or is Responsible for:

- a. A survey describing physical characteristics, legal limitations, utility locations and legal description of the site including project benchmarks to establish building locations prior to start of work.
- b. All testing and analysis for hazardous materials known or unknown of existing site conditions.
- c. Building permits or any other permits if required.
- d. Temporary electricity and water for use during construction within 100 ft of the building pad at no cost to the Contractor.
- e. Concrete and soils compaction testing to determine if the site is suitable for the Contractor's structure. Note: The Contractor does not perform any independent analysis of the soils conditions and shall rely solely on the Owner determination. The Contractor's building foundation design assumes the soil conditions will support 2000 psf load and is suitable for trench footings.

3. Not Included:

- a. Any and all civil work to prepare building pad(s) within plus or minus one tenth (+/- .1) of one-foot (+/- 1.2) inches) of the final elevation prior to start of Contractor work.
- b. Lift station and pumps or related work (if required).
- c. Lagoon(s) & liner or related waste water storage facilities. Assumes separated waste is permitted to go to city sewer.
- d. Removal or off-site disposal of spoils material directly associated with excavations for foundations, trenches, etc.
- e. Work to correct subsurface conditions encountered including, but is not limited to, unacceptable soils, obstructions, or other buried items. Any additional costs incurred due to underground water (dewatering).
- f. Relocation costs of existing utilities.
- g. Tree removal or relocation.
- h. Erosion control, final grading, seeding or other landscaping work.
- i. Roads or rock or gravel for access road to building work area.
- j. Any kitchen/laundry room appliances or furniture (refrigerator, microwave, tables or chairs, washer or dryer).
- k. Any office/lobby furniture (desks, tables, chairs, file cabinets or vending machines)
- l. Any exterior concrete parking lot areas, pads, stoops or aprons other than the 10' wide aprons and 4' wide sidewalk shown on drawing.
- m. Any parking lot lighting or related electrical service/hookup.
- n. Weather protection costs, including, but is not limited to, costs for cold weather concrete placement such as hot water, accelerating admixtures, insulation, temperature protection, ground thaw equipment, etc.

Thank you for the opportunity to bid this project for you! We look forward to working with you in the future.



Tony Carlson,

Project Development Manager, Heartland Builders Co.

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Exhibit D
Annual Income & Expense Pro Forma

CENTRAL NEBRASKA TRUCK WASH, INC.

**PROJECTED STATEMENTS OF RECEIPTS AND DISBURSEMENTS UNDER VARIOUS TAX INCREMENT FINANCING
SCENARIOS DETAILED IN NOTE A – CASH BASIS**

Twelve Months Ending After Project Completion

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INTRODUCTION

The projection in this illustration presents the entity's, Central Nebraska Truck Wash Inc.'s, projected receipts and disbursements under the hypothetical assumptions in Note A on the cash basis for the twelve months ending after project completion.



INDEPENDENT ACCOUNTANTS' COMPILATION REPORT

To Management of
Central Nebraska Truck Wash, Inc.
Grand Island, NE

Management is responsible for the accompanying projection of Central Nebraska Truck Wash, Inc., which comprise projected statements of receipts and disbursements under various tax increment financing scenarios detailed in Note A – cash basis of Central Nebraska Truck Wash, Inc. (see introduction), for the twelve months ending after project completion, including the related summaries of significant assumptions in accordance with guidelines for the presentation of a projection established by the American Institute of Certified Public Accountants (AICPA). We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not examine or review the projection nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on this projection.

Even if the tax increment financing (TIF) scenarios outlined occurred, there will usually be differences between the projection and actual results because events and circumstances frequently do not occur as expected, and those differences may be material. We have no responsibility to update this report for events and circumstances occurring after the date of this report.

Management has elected to omit substantially all disclosures and the summary of significant accounting policies required by the guidelines for presentation of a projection established by the AICPA other than those related to the significant assumptions. If the omitted disclosures and accounting policies were included in the projection, they might influence the user's conclusions about Central Nebraska Truck Wash Inc.'s net cash receipts and disbursements for the projection period. Accordingly, this projection is not designed for those who are not informed about such matters.

As explained in Note E, changes were made from the previous presentation dated May 2, 2018.

This accompanying projection and this report are intended solely for the information and use of Central Nebraska Truck Wash, Inc., the Grand Island Community Redevelopment Authority, the Grand Island City Council, and certain individuals and organizations involved in the tax increment financing application process and are not intended to be and should not be used by anyone other than these specified parties.

Schroeder & Schreiner, P.C.

Grand Island, NE

May 2, 2018 (except for changes explained in Note E, as to which the date is June 6, 2018)

2535 N. Carleton Ave.
Suite B
Grand Island, NE
68803
P.O. Box 520
Grand Island, NE
68802-0520
PH: 308-381-1355
FAX: 308-381-6557

CENTRAL NEBRASKA TRUCK WASH, INC.

PROJECTED STATEMENTS OF RECEIPTS AND DISBURSEMENTS UNDER VARIOUS TAX INCREMENT FINANCING SCENARIOS DETAILED IN NOTE A - CASH BASIS

Twelve Months Ending After Project Completion

	With Tax Increment Financing	Without Tax Increment Financing
Gross Taxable Income:		
Truck wash revenue	\$ 1,508,000	\$ 1,508,000
Tax increment financing (TIF) revenue	<u>56,616</u>	<u>-</u>
	1,564,616	1,508,000
Tax Deductions:		
Interest expense - TIF debt	29,208	-
Interest expense - Non-TIF debt	165,768	188,776
Employee compensation and benefits	511,420	511,420
Real estate tax (existing)	10,640	10,640
Real estate tax (TIF increment)	56,616	56,616
Water and sewer	181,428	181,428
Utilities (gas & electric)	69,992	69,992
Insurance	31,595	31,595
Repairs, maintenance, and snow removal	20,000	20,000
Waste haul-out	69,368	69,368
Professional fees	1,000	1,000
Miscellaneous	25,280	25,280
Depreciation and Amortization	<u>137,371</u>	<u>137,371</u>
	1,309,686	1,303,486
Taxable income	254,930	204,514
Adjustments to Arrive at Net Cash Disbursements		
Depreciation & Amortization	137,371	137,371
Principal debt service - TIF	(27,408)	-
Principal debt service - Non-TIF	(275,584)	(313,325)
Member distributions:		
Estimated for Federal Income Tax expense	(75,459)	(60,536)
Estimated for State Income Tax expense	<u>(13,950)</u>	<u>(11,191)</u>
	(255,030)	(247,681)
Net cash disbursements	<u>\$ (100)</u>	<u>\$ (43,167)</u>

See summary of significant projection
assumptions and independent accountants' compilation report.
Schroeder & Schreiner, P.C.

CENTRAL NEBRASKA TRUCK WASH, INC.

SUMMARY OF SIGNIFICANT PROJECTION ASSUMPTIONS

Twelve Months Ending After Project Completion

NOTE A – NATURE AND LIMITATION OF PROJECTIONS

The accompanying projection presents, to the best of Central Nebraska Truck Wash, Inc.'s (CNTW's) knowledge and belief, cash receipts and disbursements for the twelve months ending after project completion to be generated by a commercial truck wash facility (e.g. "the project") located in Grand Island, Nebraska. Stated cash receipts and disbursements are intended to convey results of operations after the anticipated 2018/2019 completion of the project assuming funding of the estimated construction and acquisition costs of \$4,980,115 both with, and in the absence of, tax increment financing assistance. The projection reflects their judgment as of April 19, 2018, the date of this projection, of the expected conditions and their expected course of action. Actual results are likely to differ from the projected results because events and circumstances frequently do not occur as expected. Those differences may be material. The assumptions disclosed herein are those that management believes are significant to the projections. The projected information was prepared for use in a tax increment financing request to the Grand Island Community Redevelopment Authority.

NOTE B – BASIS OF ACCOUNTING

The presentations of cash receipts and disbursements for the projection period and the twelve months ending after project completion portray results using the cash basis of accounting. The results of this basis differ from those using generally accepted accounting principles primarily because the cash basis does not recognize assets other than cash and the debt principal outstanding under the tax increment financing or construction or building loan(s).

NOTE C – CASH RECEIPTS

Central Nebraska Truck Wash, Inc. is an operator of a 20,000 square foot commercial truck wash facility operating five drive through bays (3-bay manual truck wash and 2-bay automatic truck wash) and one load out bay. Revenue has been determined based on the historical knowledge and experience of the company (and related parties) in the operation of similar facilities in the same locale. The projection assumes the following annual washes at the indicated price per wash: 10,400 cattle washes at \$100 per wash, 1,040 hopper washes at \$60 per wash, 5,200 reefer washes at \$30 per wash, and 4,160 truck-trailer washes at \$60 per wash. These numbers fall within the facilities capacity parameters with no initial "build-up" phase.

The projection includes two scenarios dependent on whether or not the tax increment financing (TIF) request is approved. In the event of TIF approval, CNTW will receive additional TIF revenue from the County based on the anticipated increase in the assessed value generated by the proposed project and the additional real estate tax that increase will generate. Both the TIF financing and real estate taxes are subject to the final determination of assessed value.

NOTE D – CASH DISBURSEMENTS

Interest expense and principal debt service are based on the assumption that with the exception of any TIF financing assistance, the entire construction project will be financed through capital contributions from the owners and additional debt incurred to cover the anticipated construction costs using a 20% down and 80% debt-financed ratio. In addition to new construction costs, real estate at the proposed project site and existing debt on that property will also be contributed to the entity.

See independent accountants' report
Schroeder & Schreiner, P.C.

CENTRAL NEBRASKA TRUCK WASH, INC.

SUMMARY OF SIGNIFICANT PROJECTION ASSUMPTIONS, Continued

Twelve Months Ending After Project Completion

NOTE D – CASH DISBURSEMENTS, Continued

TIF debt is based on an initial \$596,616 principal balance that can be serviced with the anticipated incremental real estate tax generated by the project. The loan is expected to have a 15-year term with scheduled monthly payments of \$4,718 (annual \$56,616) and an interest rate of approximately 5.0%.

The remaining construction costs, not funded through tax increment financing, will be satisfied with \$785,600 of additional capital contributions and \$3,142,399 of bank debt for the residual obligation. All remaining non-TIF construction debt will have a 10-year term. Both loans will have an annual interest rate of approximately 5.0%. Scenarios contemplating the denial of tax increment financing will assume bank debt with the same 20% down (\$904,923) 80% financed (\$3,619,692) ratio with a 10-year term and an interest rate of approximately 5.0%.

In addition to TIF and construction cost debt, an additional \$400,195 of debt was assumed when real estate located at the proposed project site securing said debt was contributed by the owners. This debt bears interest at 3.95% with monthly payments of \$7,032 and matures July 1, 2020.

Projected real estate tax is expected to equal the current tax (for the 2017 year) plus additional tax generated by applying the current levy rate to the anticipated increase in assessed value to be generated by the construction project.

Projected costs for employee compensation and benefits (for 10-11 employees); water, sewer and utilities; insurance; waste removal; snow removal; repairs and maintenance; professional fees; and other costs are all based on the experience of CNTW's shareholders and the expected operating capacity of the facility.

Projected member distributions to cover estimated individual income tax (or contributions to reflect estimated income tax benefits) are based on anticipated taxable pass-through income and the highest marginal Federal and State income tax rates of 37.0% and 6.84% respectively after applying a 20% deduction based on the tax law provisions expected to be in effect during the projection period. Although not a cash expenditure, estimated depreciation has been calculated and included in the projection to arrive at net taxable income used in determining these member distributions. Estimated capitalized costs are depreciated under either the straight line method for 39-year life building components or the 150 percent declining balance method for 15-year life paving components.

NOTE E – CHANGES IN PRESENTATION

Changes have been made to correct the previous presentation dated May 2, 2018. In April, 2018, real estate located at the project site was contributed to the entity and corresponding debt in the amount of \$400,195 secured by said real estate was assumed. The earlier presentation inadvertently failed to consider the impact of this transaction to the projected statements of receipts and disbursements. Resulting modifications reflected in these financial statements include changes to note disclosure, interest expense, principal debt service and estimated income tax expense.

See independent accountants' report
Schroeder & Schreiner, P.C.

**Central Nebraska Truck Wash, Inc.
Tax Increment Financing Application
Capitalization Rate Analysis**

	<u>With Tax Increment Financing</u>	<u>Without Tax Increment Financing</u>
Net operating income	497,868	458,934
Divided by fair market value	4,965,533	4,965,533
Equals capitalization rate	10.03%	9.24%

Exhibit E

**Central Nebraska Truck Wash, Inc.
Tax Increment Financing Request
Municipal and Corporate References**

<u>Name of Reference</u>	<u>Contact Person</u>	<u>Telephone Number</u>	<u>Fax Number</u>
Nebraska Truck Center	Kent Brown	(308) 384-0130	(308) 382-8946
Wilson Trailer / Grand Island	Tracy Howard	(308) 381-1800	(308) 381-4845
Five Points Bank - West	Colby Collins	(308) 384-4840	(308) 389-4181

Exhibit F

**COMMUNITY REDEVELOPMENT AUTHORITY
OF THE CITY OF GRAND ISLAND, NEBRASKA**

RESOLUTION NO. 273

**RESOLUTION OF THE COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY
OF GRAND ISLAND, NEBRASKA, SUBMITTING A PROPOSED
REDEVELOPMENT CONTRACT TO THE HALL COUNTY REGIONAL PLANNING
COMMISSION FOR ITS RECOMMENDATION**

WHEREAS, this Community Redevelopment Authority of the City of Grand Island, Nebraska ("Authority"), pursuant to the Nebraska Community Development Law (the "Act"), prepared a proposed redevelopment plan (the "Plan") a copy of which is attached hereto as Exhibit 1, for redevelopment of an area within the city limits of the City of Grand Island, Hall County, Nebraska; and

WHEREAS, the Authority is required by Section 18-2112 of the Act to submit said to the planning board having jurisdiction of the area proposed for redevelopment for review and recommendation as to its conformity with the general plan for the development of the City of Grand Island, Hall County, Nebraska;

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

The Authority submits to the Hall County Regional Planning Commission the proposed Plan attached to this Resolution, for review and recommendation as to its conformity with the general plan for the development of the City of Grand Island, Hall County, Nebraska.

Passed and approved this 13th day of June, 2018

COMMUNITY REDEVELOPMENT
AUTHORITY OF THE CITY OF
GRAND ISLAND, NEBRASKA.

By 
Chairperson

ATTEST:


Secretary

Central Nebraska Truck Wash Inc.

**COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF GRAND ISLAND,
NEBRASKA**

RESOLUTION NO. 274

RESOLUTION OF THE COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF GRAND ISLAND, NEBRASKA, PROVIDING NOTICE OF INTENT TO ENTER INTO A REDEVELOPMENT CONTRACT AFTER THE PASSAGE OF 30 DAYS AND OTHER MATTERS

WHEREAS, this Community Redevelopment Authority of the City of Grand Island, Nebraska ("Authority"), has received an Application for Tax Increment Financing under the Nebraska Community Development Law (the "Act") on a project within Redevelopment Area 21, from Central Nebraska Truck Wash Inc., (The "Developer") for redevelopment of Lots 1 and 2 of Bosselman Brothers Second Subdivision, an area within the city limits of the City of Grand Island, as set forth in Exhibit 1 attached hereto area; and

WHEREAS, this Community Redevelopment Authority of the City of Grand Island, Nebraska ("Authority"), is proposing to use Tax Increment Financing on a project within Redevelopment Area 1;

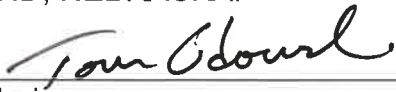
NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

Section 1. In compliance with section 18-2114 of the Act, the Authority hereby gives the governing body of the City notice that it intends to enter into the Redevelopment Contract, attached as Exhibit 1, with such changes as are deemed appropriate by the Authority, after approval of the redevelopment plan amendment related to the redevelopment project described in the Redevelopment Contract, and after the passage of 30 days from the date hereof.

Section 2. The Secretary of the Authority is directed to file a copy of this resolution with the City Clerk of the City of Grand Island, forthwith.

Passed and approved this 13th day of June, 2018.

COMMUNITY REDEVELOPMENT
AUTHORITY OF THE CITY OF GRAND
ISLAND, NEBRASKA.

By 
Chairperson

ATTEST:


Secretary

Central Nebraska Truck Wash Inc.

Resolution Number 2018-10

HALL COUNTY REGIONAL PLANNING COMMISSION

**A RESOLUTION RECOMMENDING APPROVAL OF A SITE SPECIFIC
REDEVELOPMENT PLAN OF THE CITY OF GRAND ISLAND, NEBRASKA;
AND APPROVAL OF RELATED ACTIONS**

WHEREAS, the Chairman and Board of the Community Redevelopment Authority of the City of Grand Island, Nebraska (the “**Authority**”), referred **the Site Specific Redevelopment Plan for CRA Area 21 requested by Central Nebraska Truck Wash Inc.** to the Hall County Regional Planning Commission, (the “**Commission**”) for review and recommendation as to its conformity with the general plan for the development of the City of Grand Island, Hall County, Nebraska, pursuant to Section 18-2112 of the Community Development Law, Chapter 18, Article 21, Reissue Revised Statutes of Nebraska, as amended (the “**Act**”); and

WHEREAS, the Commission held a public hearing on the proposed plan on July 11, 2018, and

WHEREAS, the chair or president of Hall County Board, Grand Island School Board, Central Platte Natural Resources District, Educational Service Unit #10 and Central Community College were notified by certified mail of said hearing, and

WHEREAS, the Commission advertised the time, date and location public hearing in the Grand Island Independent on Saturday June 23rd and Saturday June 30th, and

WHEREAS, there are no Neighborhood Associations registered with the City of Grand Island, and

WHEREAS, the Commission has reviewed said Redevelopment Plan as to its conformity with the general plan for the development of the City of Grand Island, Hall County;

NOW, THEREFORE, BE IT RESOLVED BY THE HALL COUNTY REGIONAL PLANNING COMMISSION AS FOLLOWS:

Section 1. The Commission hereby recommends approval of the Redevelopment Plan finding that it is in conformance with the comprehensive development plan (general plan for development) for the City of Grand Island.

Section 2. All prior resolutions of the Commission in conflict with the terms and provisions of this resolution are hereby expressly repealed to the extent of such conflicts.

Section 3. This resolution shall be in full force and effect from and after its passage as provided by law.

DATED: July 11, 2018.

**HALL COUNTY REGIONAL PLANNING
COMMISSION**

ATTEST:

By: _____
Chair

By: _____
Secretary

**COMMUNITY REDEVELOPMENT AUTHORITY
OF THE CITY OF GRAND ISLAND, NEBRASKA**

RESOLUTION NO. 275

**A RESOLUTION RECOMMENDING APPROVAL OF A REDEVELOPMENT PLAN OF
THE CITY OF GRAND ISLAND, NEBRASKA; RECOMMENDING APPROVAL OF A
REDEVELOPMENT PROJECT OF THE CITY OF GRAND ISLAND, NEBRASKA;
APPROVING A COST BENEFIT ANALYSIS FOR SUCH PROJECT; AND APPROVAL OF
RELATED ACTIONS**

WHEREAS, the Mayor and Council of the City of Grand Island, Nebraska (the “**City**”), upon the recommendation of the Planning Commission of the City of Grand Island, Nebraska (the “**Planning Commission**”), and in compliance with all public notice requirements imposed by the Community Development Law, Chapter 18, Article 21, Reissue Revised Statutes of Nebraska, as amended (the “**Act**”), duly declared the redevelopment area legally described on **Exhibit A** attached hereto (the “**Redevelopment Area**”) to be blighted and substandard and in need of redevelopment; and

WHEREAS, pursuant to and in furtherance of the Act, a Redevelopment Plan (the “**Redevelopment Plan**”), has been prepared by Community Redevelopment Authority of Grand Island, Nebraska, (the “**Authority**”) pursuant to an application by Central Nebraska Truck Wash Inc, a Nebraska Corporation (the “**Redeveloper**”), in the form attached hereto as **Exhibit B**, for the purpose of redeveloping Redevelopment Area legally described on **Exhibit A**, referred to herein as the Project Area (the “**Project Area**”); and

WHEREAS, pursuant to the Redevelopment Plan, the Authority would agree to incur indebtedness and make a grant for the purposes specified in the Redevelopment Plan (the “**Project**”), in accordance with and as permitted by the Act; and

WHEREAS, the Authority has conducted a cost benefit analysis of the Project (the “**Cost Benefit Analysis**”) pursuant to Section 18-2113 of the Act, a which is included in the Redevelopment Plan attached hereto as **Exhibit B**; and

WHEREAS, the Authority has made certain findings and pursuant thereto has determined that it is in the best interests of the Authority and the City to approve the Redevelopment Plan and approve the Redevelopment Project and to approve the transactions contemplated thereby.

**NOW, THEREFORE, BE IT RESOLVED BY THE COMMUNITY REDEVELOPMENT
AUTHORITY OF THE CITY OF GRAND ISLAND, NEBRASKA AS FOLLOWS:**

Section 1. The Authority has determined that the proposed land uses and building requirements in the Redevelopment Plan for the Project Area are designed with the general purposes of accomplishing, and in conformance with the general plan 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 in 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 provisions for light and air, the promotion of the healthful and convenient distribution of population, the provision of adequate transportation, water, sewerage, and other public utilities, schools, parks,

Central Nebraska Truck Wash Inc.

recreational and communitive 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.

Section 2. The Authority has conducted a Cost Benefit Analysis for the Project, included in the the Redevelopment Plan attached hereto as Exhibit B, in accordance with the Act, and has found and hereby finds that the Project would not be economically feasible without the use of tax increment financing, the Project would not occur in the Project Area without the use of tax increment financing and the costs and benefits of the Project, including costs and benefits to other affected political subdivisions, the economy of the community, and the demand for public and private services, have been analyzed and have been found to be in the long term best interests of the community impacted by the Project.

Section 3. In compliance with section 18-2114 of the Act, the Authority finds and determines as follows: (a) the Redevelopment Area constituting the Redevelopment Project will not be acquired by the Authority and the Authority shall receive no proceeds from disposal to the Redeveloper; (b) the estimated cost of project acquisition and the estimated cost of preparation for redevelopment including site work, onsite utilities and related costs are described in detail in Exhibit B attached hereto; (c) the method of acquisition of the real estate shall be by private contract by the Redeveloper and not by condemnation; and (d) the method of financing the Redevelopment Project shall be by issuance of tax increment revenue bond issued in the approximate amount of \$1,848,000 which shall be granted to the Redeveloper and from additional funds provided by the Redeveloper. No families will be displaced from the Redevelopment Project Area as a result of the project.

Section 4. The Authority hereby recommends to the City approval of the Redevelopment Plan and the Redevelopment Project described in the Redevelopment Plan.

Section 5. All prior resolutions of the Authority in conflict with the terms and provisions of this resolution are hereby expressly repealed to the extent of such conflicts.

Section 6. This resolution shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED this 18th day of July, 2018.

**COMMUNITY REDEVELOPMENT
AUTHORITY OF THE CITY OF GRAND
ISLAND NEBRASKA**

ATTEST:

By: _____
Chair

By: _____
Secretary

Central Nebraska Truck Wash Inc.

EXHIBIT A

LEGAL DESCRIPTION OF REDEVELOPMENT PROJECT AREA

Lots 1 and 2 of Bosselman Brothers Second Subdivision in the City of Grand Island)

Central Nebraska Truck Wash Inc.

* * * * *

EXHIBIT B

FORM OF REDEVELOPMENT PLAN

Central Nebraska Truck Wash Inc.



City of Grand Island

Tuesday, July 24, 2018

Council Session

Item E-4

**Public Hearing on the Semi-Annual Report by the Grand Island
Area Economic Development Corporation/Citizens Advisory
Review Committee on the Economic Development Program Plan**

Council action will take place under Resolutions item I-2.

Staff Contact: President Ferguson and Dave Taylor - EDC President

Council Agenda Memo

From: Marlan Ferguson, City Administrator

Meeting: July 24, 2018

Subject: Public Hearing Concerning the Semi-Annual Report by the Citizen Advisory Review Committee on the Economic Development Program Plan

Presenter(s): Dave Taylor, EDC President

Background

The voters of the City of Grand Island approved an economic development plan at the November 6, 2012 election. Subsequent to the election, the city has adopted an ordinance that establishes the economic development plan and a Citizen Advisory Review Committee to oversee the process of approving applications for economic development incentives. The Citizen Advisory Review Committee is required by State Statute and the Grand Island City Code to make a semi-annual report to the City Council.

Discussion

The Citizen Advisory Review Committee has been conducting regular meetings during the last six months as required by the City Code and the Nebraska Statutes. The committee looks forward to receiving and reviewing meritorious applications for consideration in the future. The committee received the semi-annual report from the Economic Development Corporation at its meeting of June 7, 2018 and voted to forward it on to the City Council for its review and acceptance.

Alternatives

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

1. Accept the annual report of the Citizen Advisory Review Committee.
2. Do not accept the annual report of the Citizen Advisory Review Committee.

Recommendation

City Administration recommends that the Council accept the semi-annual report of the Citizen Advisory Review Committee.

Sample Motion

Move to accept the semi-annual report of the Citizen Advisory Review Committee.



LB840 Impact

LB840 Funds invested in Job Creation:

\$5,144,100

Jobs Created:

1026

Annual Wages Created from Incentives:

\$31,654,376

2015-2017 Average Wage Per Job Created:

\$16.92

LB840 Projects

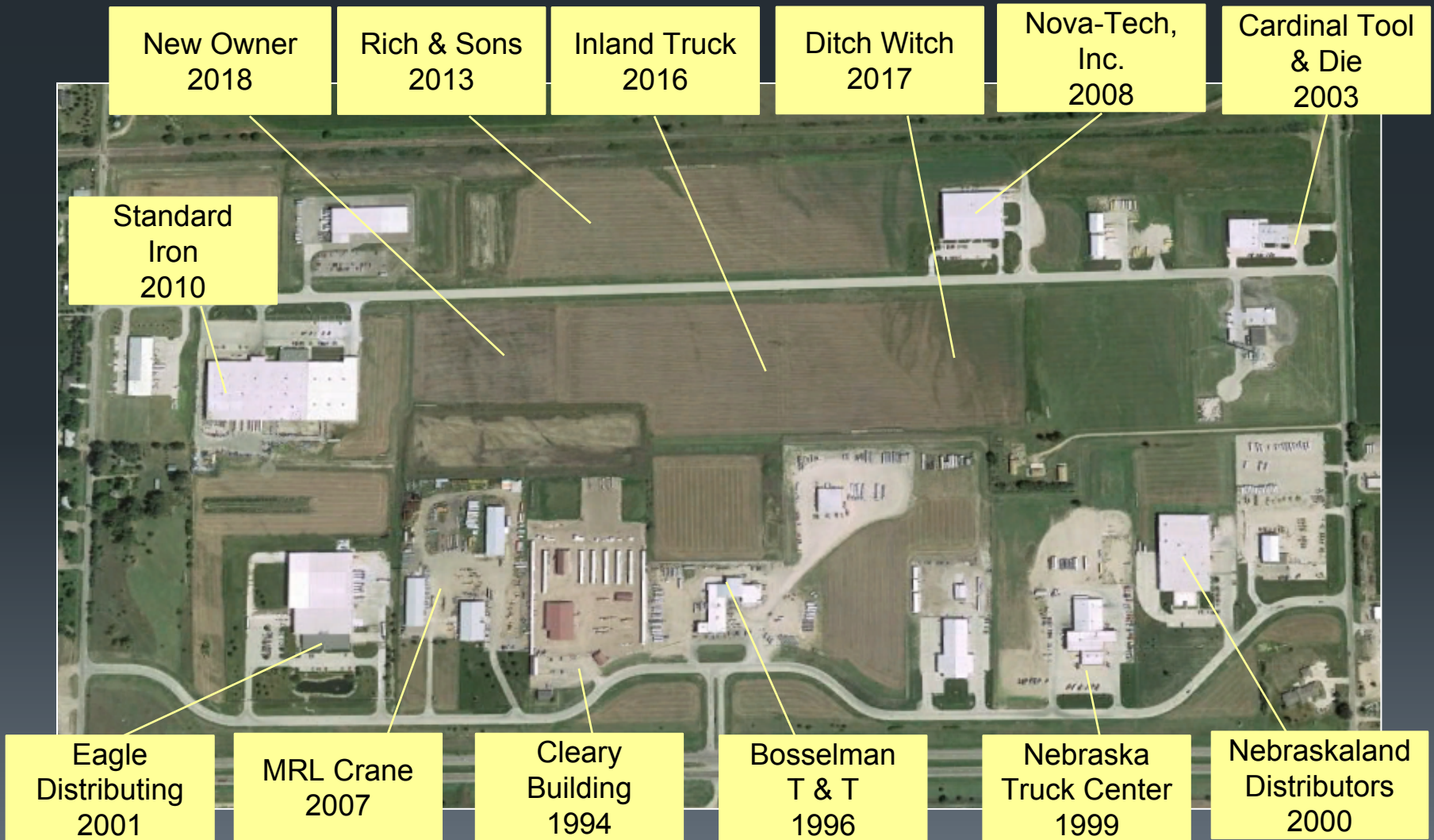
- GIX Logistics
 - 26 new jobs
- Borer Wholesale
 - 8 new jobs
- Inland Truck Parts
 - 21 new jobs
- Hendrix Genetics
 - 43 new jobs



Inland Truck Parts Company

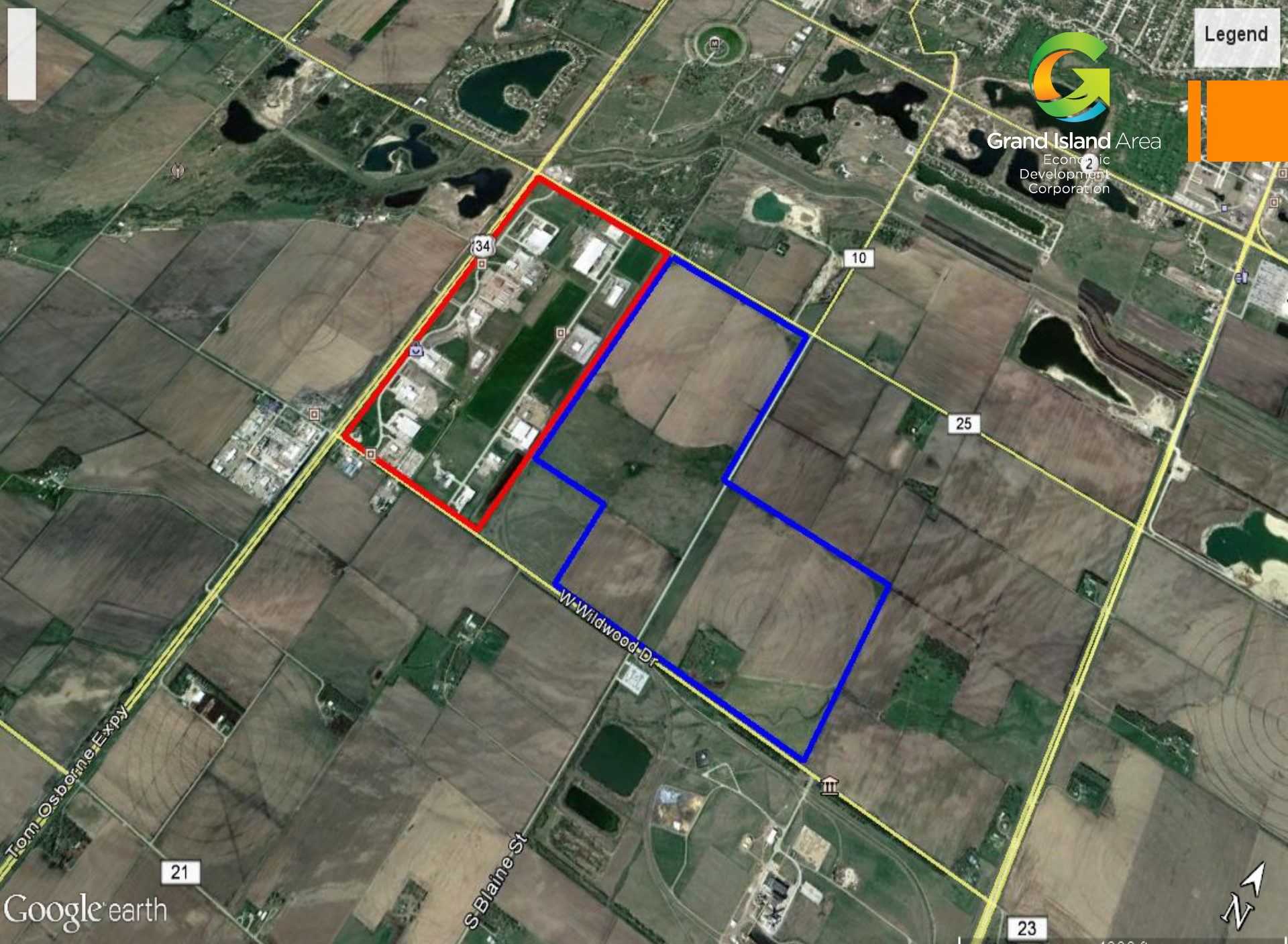
LB840 Balance

LB840 balance as of 5/31/2018	\$1,475,240.24
LB840 job creation funds for GIX Logistics	(\$49,500)
LB840 Borer Wholesale	(\$43,750)
Inland Truck	(\$144,810)
Hendrix Genetics	(\$393,334)
2018 EDC marketing funds	(\$87,500)
LB840 job creation funds *as of 5/31/2018	\$756,346.24



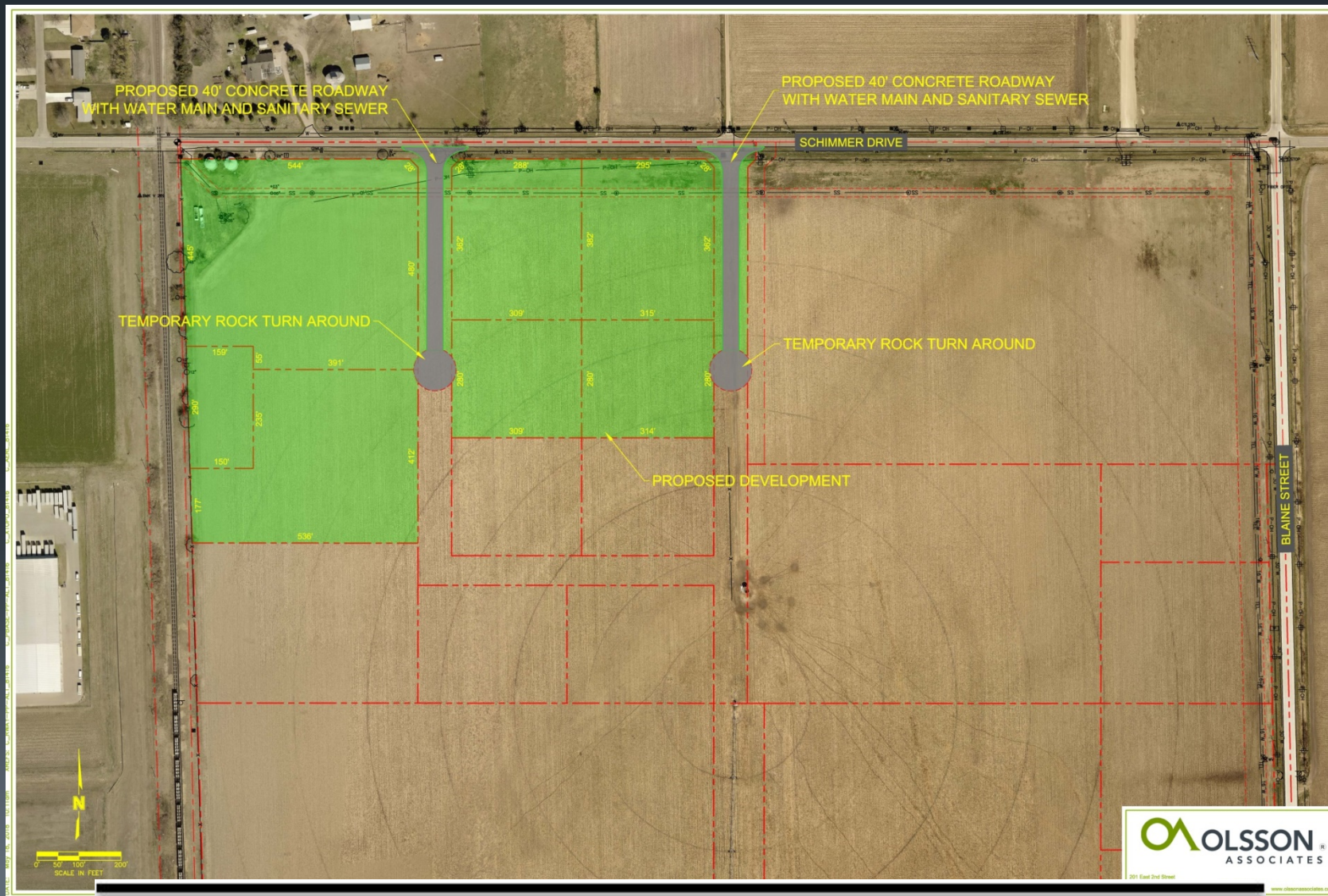


Grand Island Area
Economic
Development
Corporation



Google earth

© 2018 Google



Kenyan Coffee











2018 Annual Meeting

- Norm Krug
 - Preferred Popcorn



2018 Annual Meeting



2018 Business of the Year

Current Projects

- Project Sledge
- Project Wood Chuck
- Project Swap
- Project Horizon
- Project Ozarks
- Project Deep Water
- Project IQ
- Project Silver Bullet
- Project Cold
- Project Penny
- Project Spark
- Project Maverick
- Project Dairy

GROW GRAND ISLAND

A Grand Vision for the Heartland





City of Grand Island

Tuesday, July 24, 2018

Council Session

Item E-5

Public Hearing on Acquisition of Public Utility Easements in Bosselman Brothers Subdivision (Parcel No. 400023946- CIK Investments, LLC) & Bosselman Brothers Second Subdivision (Parcel No. 400023903 & 400023911- Central Nebraska Truck Wash, Inc.)

Council action will take place under Consent Agenda item G-12.

Staff Contact: John Collins, P.E. - Public Works Director

Council Agenda Memo

From: Keith Kurz PE, Assistant Public Works Director

Meeting: July 24, 2018

Subject: Public Hearing on Acquisition of Public Utility Easements in Bosselman Brothers Subdivision (Parcel No. 400023946- CIK Investments, LLC) & Bosselman Brothers Second Subdivision (Parcel No. 400023903 & 400023911- Central Nebraska Truck Wash, Inc.)

Presenter(s): John Collins PE, Public Works Director

Background

Nebraska State Statutes stipulate that the acquisition of property requires a public hearing be conducted with the acquisition approved by the City Council. The easements will allow for development of the area, which is north of US Highway 30.

Discussion

These easements will allow access for the construction, operation, maintenance, extension, repair, replacement, and removal of public utilities within such. The new easements are shown on the attached drawings.

There is no cost to the City for such acquisition.

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

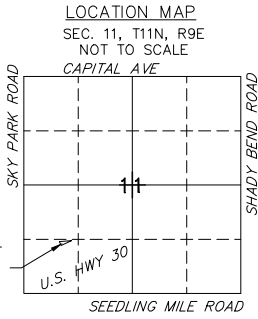
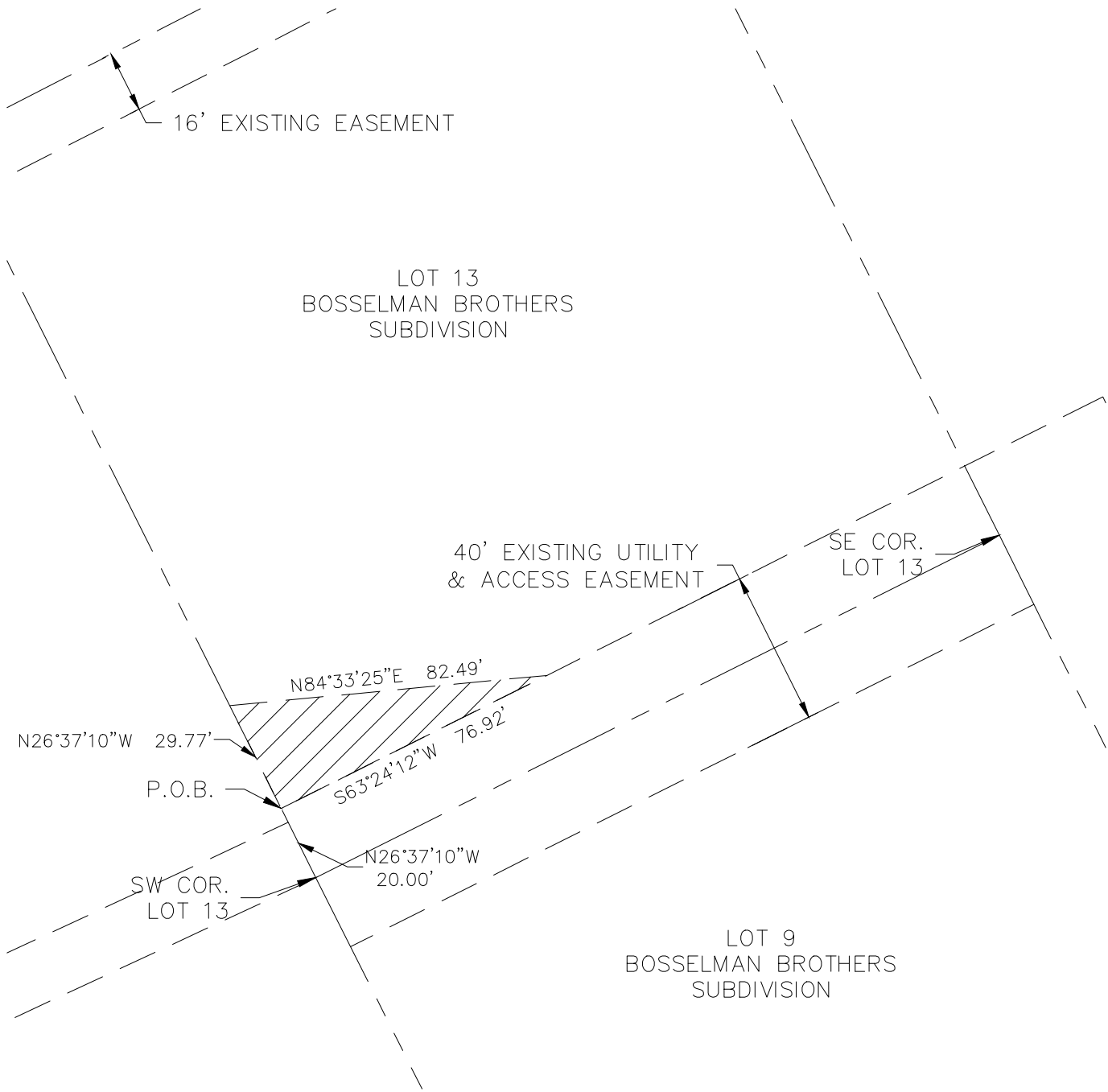
Recommendation

City Administration recommends that the Council conduct a Public Hearing and approve acquisition of the public utility easements in both Bosselman Brothers Subdivision and Bosselman Brothers Second Subdivision.

Sample Motion

Move to approve the acquisition of the public utility easements.

DWC: F:\2018\0001-0500\018-0310\40-Design\Exhibits\V_EAS_80310.dwg
DATE: Jul 02, 2018 9:57am
USER: lwheeler
XREFS: V_XTPO_70491 c_pbase_80310




LEGEND

- LOT LINE
- - - EXISTING EASEMENT
- /// UTILITY EASEMENT

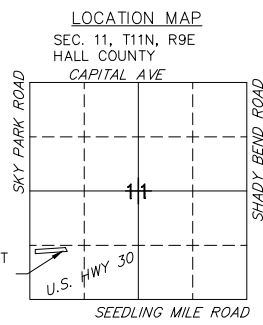
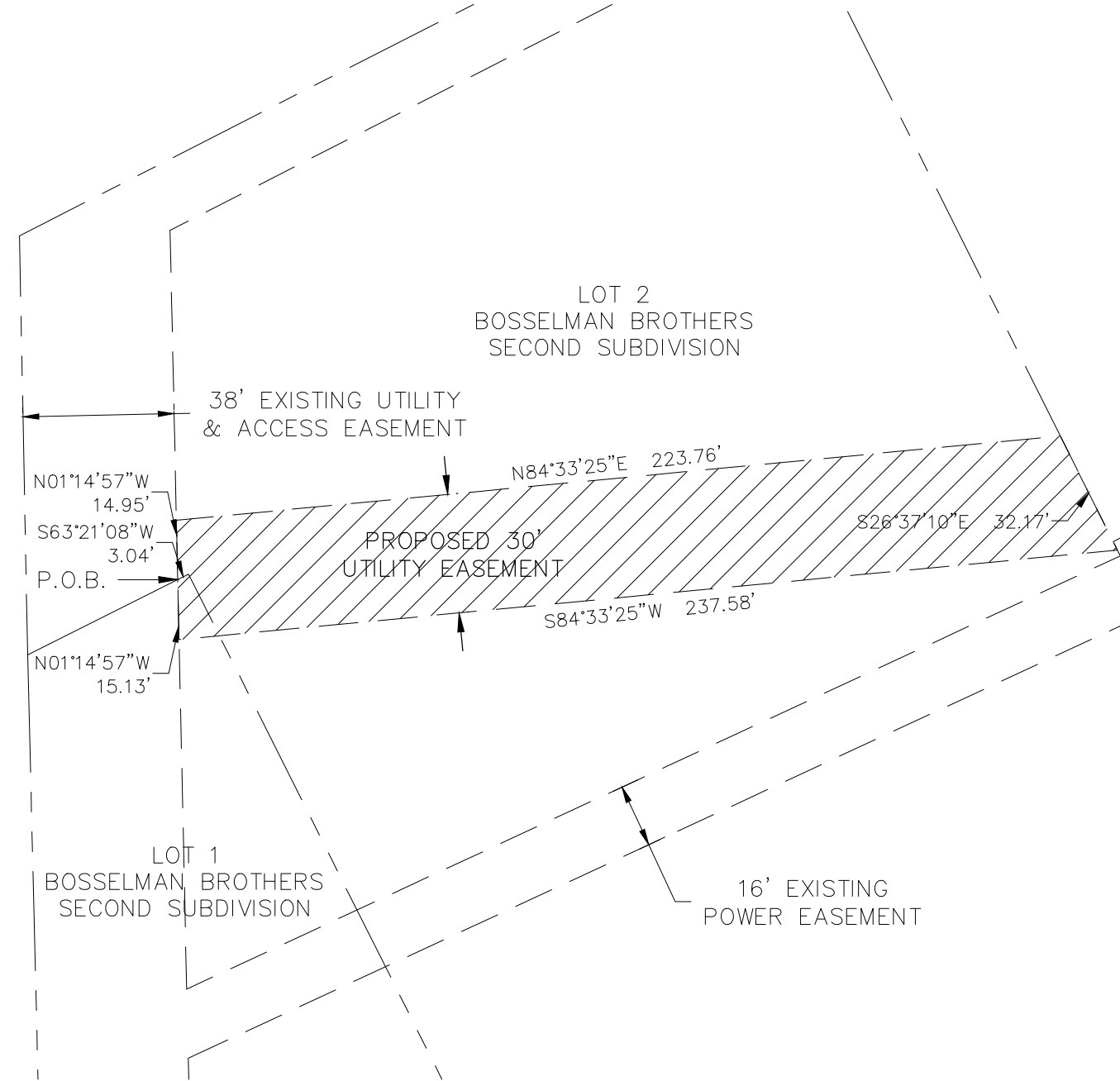
UTILITY EASEMENT DESCRIPTION

AN UTILITY EASEMENT LOCATED IN PART OF LOT 13, BOSSELMAN BROTHERS SUBDIVISION CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 13, BOSSELMAN BROTHERS SUBDIVISION; THENCE ON AN ASSUMED BEARING OF N26°37'10"W, ALONG THE WEST LINE OF SAID LOT 13, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N26°37'10"W, ALONG SAID WEST LINE, A DISTANCE OF 29.77 FEET; THENCE N84°33'25"E A DISTANCE OF 82.49 FEET TO A POINT ON THE NORTH LINE OF AN EXISTING 40' UTILITY AND ACCESS EASEMENT; THENCE S63°24'12"W, ALONG SAID NORTH LINE OF SAID EXISTING 40' UTILITY AND ACCESS EASEMENT, A DISTANCE OF 76.92 FEET TO THE POINT OF BEGINNING. SAID UTILITY EASEMENT CONTAINS A CALCULATED AREA OF 1,145 SQUARE FEET OR 0.03 ACRES MORE OR LESS

PROJECT NO: 2018-0310	UTILITY EASEMENT	 201 East 2nd Street Grand Island, NE 68802-1072 TEL 308.384.8750 FAX 308.384.8752	EXHIBIT
DRAWN BY: LJW			2
DATE: 06/25/2018			

DWC: F:\2018\0001-0500\018-0310\40-Design\Exhibits\V_EAS_80310.dwg
DATE: Jul 02, 2018 8:52am
USER: lwheeler
XREFS: V_XTP0_70491 c_pbase_80310



LEGEND	
	LOT LINE
	EXISTING EASEMENT
	UTILITY EASEMENT

UTILITY EASEMENT DESCRIPTION

AN UTILITY EASEMENT LOCATED IN PART OF LOTS 1 AND 2, BOSSELMAN BROTHERS SECOND SUBDIVISION CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 1, BOSSELMAN BROTHERS SECOND SUBDIVISION; THENCE ON AN ASSUMED BEARING OF S63°21'08"W, ALONG THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 3.04 FEET TO THE POINT OF BEGINNING; THENCE N01°14'57"W, ALONG AN EXISTING 38' UTILITY AND ACCESS EASEMENT, A DISTANCE OF 14.95 FEET; THENCE N84°33'25"E A DISTANCE OF 223.76 FEET TO A POINT ON THE EAST LINE OF LOT 2, BOSSELMAN BROTHERS SECOND SUBDIVISION; THENCE S26°37'10"E, ALONG SAID EAST LINE OF SAID LOT 2, A DISTANCE OF 32.17 FEET; THENCE S84°33'25"W A DISTANCE OF 237.58 FEET TO A POINT ON AN EXISTING 38' UTILITY AND ACCESS EASEMENT; THENCE N01°14'57"W, ALONG SAID EXISTING 38' UTILITY AND ACCESS EASEMENT, A DISTANCE OF 15.13 FEET TO THE POINT OF BEGINNING. SAID UTILITY EASEMENT CONTAINS A CALCULATED AREA OF 6,920 SQUARE FEET OR 0.16 ACRES MORE OR LESS

PROJECT NO: 2018-0310	UTILITY EASEMENT		201 East 2nd Street Grand Island, NE 68802-1072 TEL 308.384.8750 FAX 308.384.8752	EXHIBIT
DRAWN BY: LJW				1
DATE: 06/25/2018				



City of Grand Island

Tuesday, July 24, 2018

Council Session

Item E-6

Public Hearing for 2018-2019 Community Development Block Grant Annual Action Plan

Council action will take place under Consent Agenda item G-13.

Staff Contact: Amber Alvidrez

Council Agenda Memo

From: Amber Alvidrez, Community Development

Meeting: July 24, 2018

Subject: Public Hearing for the 2018-2019 Annual Action Plan for CDBG Activities

Presenter(s): Amber Alvidrez, Community Development Administrator

Background

Grand Island became an Entitlement Community in September 2015. A large part of the planning process for this Community Development Block Grant (CDBG) model is the creation of the 3, 4 or 5-year Consolidated Plan, and the Annual Action Plan. The Consolidated Plan represents the City's goals for CDBG funding in broad scope, it identifies the areas and focus of CDBG priorities.

The City has chosen to complete a 3-year Consolidated Plan which is currently in place and covers the time period of 2016-2018. The Five Priorities outlined in the Consolidated Plan are as follows in order of identified importance:

- Increase Quality & Affordable Housing Options
- Cultivate Small and Emerging Businesses
- Support Public Services for Neighborhoods and Vulnerable Populations
- Improve Public Facilities
- Create Re-Investment Opportunities in Downtown

The Annual Action Plan breaks down the priorities and lists specific dollar amounts and which projects will be funded in the assigned year. A separate Annual Action Plan is prepared for each Fiscal Year. The public hearing today is to discuss the planned programs for the 2018-2019 Annual Action Plan.

Discussion

Projects being considered for the 2018-2019 Annual Action Plan are outlined in the Power Point presentation.

Alternatives

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

1. Accept the 2018-2019 Annual Action Plan for CDBG Activities.
2. Do not accept the 2018-2019 Annual Action Plan for CDBG Activities.

Recommendation

City Administration recommends that the Council accept the 2018-2019 Annual Action Plan for CDBG Activities.

Sample Motion

Move to accept the 2018-2019 Annual Action Plan for CDBG Activities.

Objective

To inform the public of the priorities identified by the Community Needs Assessment and the planned priorities for the 2018-2019 Annual Action Plan.

The Citizen Participation Plan for the City of Grand Island requires the Community Development Division to hold one public hearing during the planning process (held on April 24, 2018), and another once the plan is complete and ready for submission (today.)

Review of Priority Needs

An extensive overview regarding how the proposed projects align with the Priority Needs is available in the 2016-2018 Consolidated Plan and 2016 and 2017 Annual Action Plans. For review, the identified Priority Needs in order are:

- 🏠 Increase Quality & Affordable Housing
- 🏢 Cultivate Small & Emerging Businesses
- 🏫 Support Public Services for Neighborhoods
- 🏨 Improve Public Facilities
- 🏡 Create Re-Investment Opportunities in Downtown

Projects to Receive Funding

- \$155,000 – Waste Water Project
- \$90,000 – Public Works Project
- \$25,000 – Housing Development Corporation- Owner Occupied Rehab Program
- \$60,000 – Public Service Grant
- \$25,000 – Housing Study and Analysis of Impediments
- \$57,017 – Program Administration
- \$414,017 – TOTAL CDBG 2018 Funding Allocation

Public Comment Period

The proposed 2018-2019 Annual Action Plan was available for review at the following locations from June 30, 2017 until July 24, 2016:

- Grand Island City Hall, City Clerk's Office, 100 E. 1st Street, Grand Island, NE 68801.
- City of Grand Island's website at www.grand-island.com categorized under "Regional Planning" then "Community Development"

Comments were to be submitted to:

- Community Development Division at City Hall
- AmberA@grand-island.com

Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

The 2018-2019 Annual Action Plan is a document which works within and coordinates with the 2016-2018 Consolidated Plan for Housing and Community Development. These documents provide the United States Department of Housing and Urban Development (HUD) with information on the City of Grand Island's intended use of funds which have been awarded to the City through HUD's Community Development Block Grant (CDBG) program. The City allocates the annual funding from these programs to public, private or non-profit parties consistent with HUD program goals and requirements. CDBG program objectives include providing decent housing, creating suitable living environments, and expanding economic opportunities. Through a review of housing market, community development, homeless needs, and economic development data and an evaluation of past performance in the City's HUD funded programs, the City has developed the following priority needs for the use of these funds:

- Increase and Quality & Affordable Housing Options
- Cultivate Small and Emerging Businesses
- Support Public Services for Neighborhoods and Vulnerable Populations
- Improve Public Facilities
- Create Re-Investment Opportunities Downtown

The City of Grand Island's Consolidated Plan follows requirements of the U.S. Department of Housing and Urban Development (HUD), and uses HUD's format and data tables required for the plans. Grand Island's Consolidated Plan is implemented and updated through Annual Action Plans and

Annual Action Plan
2018

1

OMB Control No: 2506-0117 (exp. 06/30/2018)

Consolidated Annual Performance Evaluation Reports (CAPER). The Action Plans establish the priority for projects and funding for the upcoming year. The CAPER report details the results of funded projects during the individual project years.

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

The City's Annual Action Plan Objectives and outcomes, as they relate to the 2016-2018 Consolidated Plan, are outlined below.

Priority Need: Increase Quality & Affordable Housing Options

Objective: The City of Grand Island is proposing Continues working collaboratively with community partnerships in order to make progress on the goal of increasing affordable housing options by:

- From the 2016 Annual Action plan the city of Grand Island continues to support the Housing Improvement Partnership and the Housing Development Corporation, which will help provide suitable and safe low to moderate income housing options to residents within City of Grand Island.
- With the 2018 Annual Action Plan the City of Grand Island will use funding allocations to continue to make progress towards housing goals by implementing a waste water project which will create a suitable living environment for low to moderate income residents within the City Of Grand Island. As well as partnering with Housing Development Corporation in order to complete a Owner, Occupied, Rehab program.

Outcomes: As the City of Grand Island continues to grow in population, so does the need for many different types of housing although the main goal with the use of the CDBG funds is having available quality and affordable housing. While partnering with other community agencies and other city departments for projects mentioned above, the city has chosen projects that will not only provide progress to goals within the 2016-2018 Consolidated Plan but programs that will make housing affordable accessible and available to low and moderate income persons, including those with special needs and /or disabilities while moving forward with growth of the population within the city of Grand Island.

Priority Need: Cultivate Small and Emerging Businesses

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OMB Control No: 2506-0117 (exp. 06/30/2018)

Objective: Develop broad and specific initiatives that will support small businesses in Grand Island, specifically those that meet criteria for improving opportunities for low to moderate income individuals. By implementing projects such as:

- 2016-2017 Annual Action Plan support for Small Business Rental Assistance Program The City of Grand Island continues to support the Small Business Rental Assistance Program with allocated funds from the 2016-2017 Annual Action Plan.

Outcomes: As the Small business Rental Assistance Program continues to aide small business in the Downtown BID, the City Of Grand Island predicts that this project will have a long term outcomes which create sustainability in the Downtown area of Grand Island. The SBRA is a program that improves the community and promotes viability, such as removing slum and blight as well as providing other services that sustain communities by providing incentives to new and small business who open and operate in the Downtown BID. The City and the Downtown Business Improvement District will continue to work collaboratively with each other and other local businesses in order to promote the available funds to aid in business and the community to achieve goals that have been placed for the downtown area.

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

The City of Grand Island Community Development Division has a Citizen Participation Plan which details the public involvement process. Public participation is an annual ongoing process, not only in preparation of the Consolidated or Action Plans but as an on-going part of the City of Grand Island's commitment to solicit community involvement and participation. The public is encouraged to participate in public hearings/meetings each year to be educated about the program and to give input on the activities being proposed to address the needs of the community. For the 2018-2019 program year, like previous years, human service agencies, neighborhood agencies, non-profit housing and

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3

OMB Control No: 2506-0117 (exp. 06/30/2018)

service providers, public housing residents, faith-based organizations, and other community groups and businesses are invited to attend these events through public notices, press releases, Facebook postings, and e-blast announcements.

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	GRAND ISLAND	Community Development Division

Table 1 – Responsible Agencies

Narrative (optional)

Consolidated Plan Public Contact Information

P-10 Consultation – 91.100, 91.200(b), 91.215(l)

1. Introduction

Annual Action Plan
2018

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OMB Control No: 2506-0117 (exp. 06/30/2018)

City of Grand Island Community Development Division staff works with the community in developing goals and objectives. The developed goals are a result of feedback from the community regarding issues to be resolved and projects in need of funding. The City of Grand Island has an adopted Citizen Participation Plan to ensure consistent outreach efforts.

Provide a concise summary of the jurisdiction’s activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(I))

Not only during the process of developing the Consolidated Plan but, the subsequent Annual Action Plans, the City provides opportunities for the public to give input and feedback at public meetings, special meetings, and at community events. Opportunities are also available during the Consolidated and Action Plan preparations, community listening sessions, and public hearings. Representatives of a variety of agencies are invited to gather to discuss issues, problems, and solutions. Members of the Economic Development Corporation, Grand Island Chamber of Commerce, Regional Planning Commission, Hall County Housing Authority and the Grand Island Continuum of Care, which include representatives from the mental health community, assisted housing providers, and other service agencies are often in attendance.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

Community Development Division staff participates with the area service providers to enhance the community's comprehensive Continuum of Care system to end homelessness. This dynamic partnership includes collaborative efforts of a variety of community groups, government agencies and a coalition of more than 40 public service providers. Additionally, the City of Grand Island enhances coordination of public, private, and non- housing providers, human service agencies, and social service providers through the following actions:

- Continues to work closely with the Hall County Housing Authority in addressing low-income housing needs
- Prioritize housing needs, provide services, and maximize the use of federal, state, and local funds for affordable housing, community development, and related services.

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OMB Control No: 2506-0117 (exp. 06/30/2018)

- Participating in coordinated efforts for services assisting low-income, at-risk, and homeless individuals and families.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

The City of Grand Island does not receive ESG funds

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities

Table 2 – Agencies, groups, organizations who participated

1	Agency/Group/Organization	Hall County Housing Authority
	Agency/Group/Organization Type	PHA
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Market Analysis Economic Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Consulted during 2018-2019 Annual Action plan preparation process.
2	Agency/Group/Organization	Hall County Regional Planning Commission
	Agency/Group/Organization Type	Regional organization Planning organization

	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Market Analysis Economic Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Consulted during 2018-2019 Annual Action plan preparation process.
3	Agency/Group/Organization	Grand Island Chamber of Commerce
	Agency/Group/Organization Type	Business Leaders
	What section of the Plan was addressed by Consultation?	Public Housing Needs Market Analysis Economic Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Consulted during 2018-2019 Annual Action plan preparation process.
4	Agency/Group/Organization	Grand Island Area Economic Development Corporation
	Agency/Group/Organization Type	Business Leaders
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Market Analysis Economic Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Consulted during 2018-2019 Annual Action plan preparation process.

Identify any Agency Types not consulted and provide rationale for not consulting

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OMB Control No: 2506-0117 (exp. 06/30/2018)

No agencies were intentionally omitted.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care		
Grow Grand Island	Economic Development Corporation	
City of Grand Island Housing Study	Economic Development Corporation	

Table 3 – Other local / regional / federal planning efforts

AP-12 Participation – 91.105,

91.200(c)

**1. Summary of citizen participation process/Efforts made to broaden citizen participation
Summarize citizen participation process and how it impacted goal-setting**

City of Grand Island Community Development Division staff works with community residents, service providers and leaders to develop goals and objectives through the Annual Action Plan and five-year Consolidated Plan processes. The goals incorporate feedback from the community regarding issues to be resolved and projects in need of funding. The City of Grand Island has adopted a Citizen Participation Plan to ensure consistent outreach efforts.

Opportunities for citizen involvement occur in the initial stages of developing the long range plan and the Annual Action Plan as well as during the implementation of activities.

The opportunities include:

- Participation in public hearings to discuss needs, available funds and project/program activities
- Participation in meetings with committees and focus groups involved in planning housing and community development activities

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OMB Control No: 2506-0117 (exp. 06/30/2018)

- Review and comment on proposed plans and activities such as: The Fair Housing Plan The Citizen Participation Plan The Consolidated Plan The Annual Action Plan Consolidated Annual Performance and Evaluation Report(CAPER)

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Newspaper Ad	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing				

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

The 2018-2019 Fiscal Year represents the third year the City of Grand Island will be participating in the CDBG Entitlement Program, as a direct replicate to the CDBG Program at the State level. There are currently no Prior Year resources which have not been allocated to sub-recipients. The City of Grand Island's Program Income Re-Use Funds do not align with any projects for the 2016-2017, 2017-2018 or the 2018-2019 fiscal years.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	414,017	332,224	0	746,241	0	Annual allocation and Program Income do not meet the same National Objectives, and therefore, will not be spent on cooperative projects.

Table 1 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

Annual Action Plan
2018

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OMB Control No: 2506-0117 (exp. 06/30/2018)

In general, The City of Grand Island plans on using funds, whenever possible, to assist community groups and organizations in leveraging resources. This means the City will consider projects a priority if the CDBG funds will be used as a leverage to further secure additional funding to conduct a project on a scale much larger than would have been possible with CDBG funds alone. Specific examples in which CDBG dollars could be used as leverage are project proposals to the Nebraska Affordable Housing Trust Fund, NIFA and the State of Nebraska's Civic and Community Center Financing Fund. **If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan**

The Community Redevelopment Authority (CRA) currently owns multiple properties throughout the City of Grand Island. The CRA is an entity that operates separate from the City, but it is managed by Chad Nability, the Regional Planning Director for the City of Grand Island. These properties could be used in future development.

Discussion

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Provide Supportive Services for At-Risk & Homeless	2016	2019	Homeless Non-Homeless Special Needs	City of Grand Island	Support Public Services for Neighborhoods	CDBG: \$60,000	Public service activities other than Low/Moderate Income Housing Benefit: 300 Persons Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
2	Increase and Preserve Affordable Housing	2016	2019	Affordable Housing Public Housing Homeless	City of Grand Island LMI Census Tracts	Increase Quality & Affordable Housing Options	CDBG: \$181,500	Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit: 10 Households Assisted Homeowner Housing Rehabilitated: 2 Household Housing Unit
3	Revitalize Neighborhoods & Districts	2016	2019	Non-Homeless Special Needs Non-Housing Community Development	LMI Census Tracts	Improve Public Facilities	CDBG: \$90,500	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 300 Persons Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
4	Program Administration	2016	2017	Affordable Housing Public Housing Homeless Non-Homeless Special Needs Non-Housing Community Development	City of Grand Island	Increase Quality & Affordable Housing Options Cultivate Small and Emerging Businesses Support Public Services for Neighborhoods Improve Public Facilities Create Re-Investment Opportunities in Downtown	CDBG: \$82,017	

Table 2 – Goals Summary

Goal Descriptions

1	Goal Name	Provide Supportive Services for At-Risk & Homeless
	Goal Description	
2	Goal Name	Increase and Preserve Affordable Housing
	Goal Description	
3	Goal Name	Revitalize Neighborhoods & Districts
	Goal Description	
4	Goal Name	Program Administration
	Goal Description	

Projects

AP-35 Projects – 91.220(d)

Introduction

The Community Development Division organizes a group of stakeholders comprised of City staff and community members to prioritize all projects. Project readiness and compliance with National Objectives guide the prioritization of projects. Prioritized applications are recommended to The City of Grand Island City Council. The following section describes proposed programs, projects, and activities that will be funded subject to the resources available in the annual allocation. This Annual Action Plan is consistent with the statutory goals outlined in the strategies and the priority needs listed in the 2016-2018 Consolidated Plan.

Projects

#	Project Name
1	Program Admin
2	Housing Study and Impediments of Analysis
3	Waste Water
4	Public Works
5	Owner Occupied Rehab
6	2018 Public Service Grant

Table 3 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The City of Grand Island continues to select projects that not only will continue to make progress towards goals that were stated in the City of Grand Island's 2016-2018 Consolidated Plan, but also projects that will have an sustainable impact on the City of Grand Island moving forward with the growth of the population.

1	Project Name	Program Admin
	Target Area	City of Grand Island
	Goals Supported	
	Needs Addressed	
	Funding	\$57,017
	Description	Project cost associated with managing CDBG grant funds
	Target Date	9/30/2019
	Estimate the number and type of families that will benefit from the proposed activities	Project will directly be associated to the administration of CDBG funds and projects.
	Location Description	100 East First Street, Grand Island NE 68802-1968
	Planned Activities	Program Administration
2	Project Name	Housing Study and Impediments of Analysis
	Target Area	City of Grand Island
	Goals Supported	
	Needs Addressed	
	Funding	\$25,000
	Description	At this time the City of Grand Island is in need to complete a housing study as well as an Analysis of Impediments.
	Target Date	9/30/2019
	Estimate the number and type of families that will benefit from the proposed activities	This will be a planning and administration activity as it will benefit the community as a whole with its information, it does not directly benefit a set number of individuals.
	Location Description	Grand Island Area Economic Development Corporation 123 North Locust suite 201 B Grand Island NE, 68801
	Planned Activities	creating a RFP and facilitation of Housing Study and Analysis of Impediments
3	Project Name	Waste Water
	Target Area	LMI Census Tracts
	Goals Supported	Increase and Preserve Affordable Housing
	Needs Addressed	Increase Quality and Affordable Housing Options 15
	Funding	\$155,000 2018
OMB Control No: 2506-0117 (exp. 06/30/2018)		
Description		the City of Grand Island is going to place sewer lines and infrastructure in a low to moderate census block, where residents are currently still using failing septic tanks.
Target Date		Council Session - 7/24/2018 11/30/2019
Estimate the number and		14-18 households will benefit from the placement of sanitary sewer

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

The City of Grand Island anticipates a substantial amount of funded projects will fall within Low to moderate Census blocks within the City of Grand Island.

As of now there is no data that shows there are no census tracts in the City of Grand Island which display a minority concentration. Overall, the demographics of the census tracts which have a lower average income reflect similar demographics to the census tracts with a higher average income.

Geographic Distribution

Target Area	Percentage of Funds
City of Grand Island	20
Blight & Substandard Area #1	80
LMI Census Tracts	

Table 4 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

Funding for public service projects has increased since the last program year, and the capacity that CDBG offers, by allowing allocation of funding based on Low to moderate income areas, allows the City of Grand Island to address these high need areas, while maintaining reasonable budgetary expenditures

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

Grand Island partners with the Hall County Housing Authority and several non-profit agencies to assist in projects designed to provide affordable rental and homeowner housing, including assistance to people with disabilities and homeless individuals and families.

Grand Island proposed and approved a housing rehabilitation program in the 2016-2017 Annual Action Plan, through the Purchase, Rehab, Resell program in partnership with the Housing Development

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OMB Control No: 2506-0117 (exp. 06/30/2018)

Corporation. Repairs will be made to homes that are on the market (homes will be purchased by Housing Development Corporation first) then sold for homeowners who are 80% or less of the area median income (AMI).

In the 2018-2019 annual action plan the City of Grand Island is proposing an Owner Occupied Rehab program. The City of Grand Island would partner with the Housing Development Corporation in order for this program to be successful. The Housing Development Corporation would complete much needed repairs on homes within in Grand Island, of these homes 51% of them would be owned by low to moderate income persons.

The goals below are estimates based on the 2018 program year project proposals.

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	5
Special-Needs	0
Total	5

Table 6 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	0
Rehab of Existing Units	5
Acquisition of Existing Units	0
Total	5

Table 7 - One Year Goals for Affordable Housing by Support Type

AP-60 Public Housing – 91.220(h)

Introduction

Over the past three years the City of Grand Island and the Hall County Housing Authority have taken active steps in attempts to strengthen their capacity to work together and align resources. This includes but is not limited to, consultation efforts, forming Housing Partnerships together and Fair Housing tasks. The City of Grand Island sees the Hall County Housing Authority as a well-run and extremely important asset to the community. The City intends to format CDBG funding in a manner which would help alleviate some of the waiting list pressure and lack of affordable housing issues that are currently hindering the HCHA. These steps are a direct result of the City working directly with the HCHA and gaining better insight on the steps we could be making to strengthen them.

In the past, the City of Grand Island worked hand-in-hand with the Hall County Housing Authority, to put

on the very first Housing Improvement Partnership Summit, held in Grand Island. This event was held in partnership with Grow Grand Island and the Nebraska Chapter of the National Association of Housing and Redevelopment Authority Officials.

Actions planned during the next year to address the needs to public housing

Hall County Housing Authority officials were consulted during the formulation of this Annual Action Plan. It was noted that the work being done such as Public works improvements include waste water project to aid low to moderate income persons who are currently using failing septic tanks, along with placing an emphasis of ADA improvements within the public facilities in Grand Island such as sidewalks and parks, would be of great benefit to LMI persons.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

The City of Grand Island has outlined projects in the Annual Plan to address the needs of near homeless families and extremely low income to very low income families. The Public Service grant will provide much needed resources to providers who generally provide direct assistance to individuals and families in extremely low to very low income households.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

The Hall County Housing Authority is not designated as troubled.

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

The need for each community development priority has been identified by the community at large. For this reason, it is difficult to address the broad and changing needs of the homeless and near homeless community on an annual basis with a portion of the CDBG funding. Under this Annual Plan, the City of Grand Island intends to continue offering a public service grant, which public service providers would be able to apply for. This grant could serve to address the housing needs of homeless and near homeless persons and would target persons with very low to extremely low income. This program is promoted widely among the Continuum of Care members, who will then have the opportunity to outline their plan for program execution, therefore the needs met will vary on an annual basis.

The questions below, require elaboration on the ways in which the City of Grand Island will be involved in mitigating homeless issues in a variety of ways, but the reality of the situation is that only a certain amount of funds exist and have been allocated to serve this purpose. For that reason, the intent of the

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OMB Control No: 2506-0117 (exp. 06/30/2018)

public service grant is to help serve the most prominent need of the homeless and near homeless populations of Grand Island in the most receptive way possible on a year to year basis.

The City of Grand Island does have additional opportunities to become involved in programs which support the efforts outlined in the questions below, however, no funding has been allocated by the City of Grand Island to meet these needs, other than the Community Development Block Grant funds.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City of Grand Island is at a point in which the most beneficial actions for reducing and ending homelessness are to continue to reformat the funding arena for the entities which provide services to these populations. Grand Island is at a point of transition, having reached a population of 50,000 many changes have happened and will continue to happen which will address the way the City of Grand Island and entities approach federal funding. However, in an attempt to provide immediate actions and assistance, the City can encourage and support the Continuum of Care, and other public service providers, in various efforts including direct outreach. Additionally, The City can actively remain aware of the need including direct response opportunities for the homeless and near homeless in any large scale studies or plans the City undertakes. The most efficient manner to achieve this outreach would to be to inform Continuum of Care members of the opportunities for input, and request that they share the opportunities with other service providers.

Addressing the emergency shelter and transitional housing needs of homeless persons

The proposed Public Service grant reflects the City's goal to address the emergency shelter and transitional housing needs of homeless persons within this year. This program will have eligibility options for funding projects which would meet many of the direct service needs of these populations.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

In addition to the availability of the public service grant, which has the potential to benefit all of the

populations outlined above, in the past, the City has also committed to more specifically serve homeless veteran populations and their families through the use of Housing Program Income Re-Use funds for the development and construction of Victory Place, located off the Veteran's Hospital property. This project provides housing through V.A.S.H. vouchers to homeless veterans and the City has provided \$84,000 for assistance in the development of the property. This use of Program Income re-use funds reflects the City's priority for homeless funding where available.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

Other than the proposed and possible support from the service providers which may receive the Public Service Grant, the City of Grand Island does not have any plans for specifically meeting the needs of low-income individuals and families who are being discharged from publically funded institutions and systems of care.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

Grand Island partners with the Hall County Housing Authority and several non-profit agencies to assist in projects designed to provide affordable rental and homeowner housing, including assistance to people with disabilities and homeless individuals and families.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

The City of Grand Island has taken actions in the past to remove negative effects of public policies in regard to the development of affordable housing including the change of subdivision regulations to allow for narrower streets and small lots sizes, thereby reducing the cost to the developer, which could in turn foster a reduction in cost to the potential homeowners. Additionally, changes in tax policies were enacted which gave developers a discount on valuation if they were developing 10 or more lots.

In regard to the Annual Action Plan and future plans to remove or ameliorate barriers, the City of Grand Island along with the Community Redevelopment Authority, are planning to propose resolutions to Grand Island City Council regarding Tax Increment Financing (TIF) for housing developments for the

upcoming fiscal year. The City of Grand Island has used TIF for housing developments in the past and the plan for continuation serves to continue to offer incentivized tax policies.

AP-85 Other Actions – 91.220(k)

Introduction:

The City of Grand Island has multiple strategies to meet the needs of the community. CDBG funds are a small, yet primary funding component to assist in meeting most of these needs.

Actions planned to address obstacles to meeting underserved needs

While the City has pursued a variety of strategies to impact the identified needs of the community, the primary obstacle to meeting the underserved needs is the lack of affordable housing. See AP-55 for an additional description of activities and identified need for specific projects and AP-35 for anticipated beneficiaries/outcomes.

Actions planned to foster and maintain affordable housing

As described above, please see AP-35 and AP-55 for elaboration on the City's planned programs to address affordable housing needs during the 2018-2019 Fiscal Year.

Actions planned to reduce lead-based paint hazards

The City of Grand Island has funded multiple housing programs including down payment assistance and owner occupied rehabilitation programs; all of which require a lead based paint inspection on all homes built prior 1978. Homes that were built prior to 1978 are presumed or tested to have lead-based paint.

The City of Grand Island does not intend to directly operate any Rehabilitation efforts during the 2017-2018 Annual Action Plan Period. For this reason, the Lead based paint guidelines which apply are those directly related to sub-recipients of CDBG funds. The following actions are included in the City's Community Development Policy and Procedures document:

“At a minimum, Sub-recipient is required to:

a) Notify a purchaser or lessee of the presence of any known lead-based paint and/or lead-based paint hazards;

b) Paint test surfaces to be disturbed or removed during rehabilitation for the presence of lead-based paint, or presume lead-based paint and notify the occupants of the results within 15 days of when the evaluation report is received or the presumption is made;

c) Provide each occupied dwelling unit discussed in (a) and (b) in the preceding section with the EPA-approved lead hazard information pamphlet Protect Your Family From Lead in Your Home or EPA-approved equivalent;

d) Reduce lead hazards as required by the applicable subparts of Part 35 (full description of Part 35 is available in the Community Development Policy and Procedures, it states the varying levels of requirements, in relation to the level of financial assistance provided); and

e) Perform clearance testing, including dust testing, before re-occupancy after all but minimal (“de Minimis”) amounts of paint disturbances.”

It should also be noted that the Community Development Policy and Procedures states that “Where regulations differ, Sub-recipients are held to the stricter of the standards.”

At this point and time, the City sees the implementation and enforcement of the above guidelines as actively attempting to reduce Lead Based Paint Hazards.

Actions planned to reduce the number of poverty-level families

The City of Grand Island has formatted its CDBG allocation in a manner which intends to reduce the number of poverty-level families. This includes the support Public Service Grant, and improvements to Low and moderate income areas throughout the City of Grand Island.

Additionally, other sectors of Grow Grand Island are working to address the needs of poverty-level families, including workforce initiatives and education initiatives. The City of Grand Island’s Emergency Management Department, Police Department and Fire Department also have various programs that support poverty-level families. It is the intent of the City to continue to support these programs in their efforts to address the poverty needs throughout the 2018-2019 Fiscal Year.

Actions planned to develop institutional structure

Before February 2015, the Community Development Division operated with two employees, the Community Development Administrator and the Community Development Specialist. After February 2015, the Community Development Division has operated with 1 employee. The process of CDBG administration through the Entitlement model appears to require less staff administration, as opposed to the State model. The City of Grand Island’s Administration will continue to monitor the effectiveness and productivity of the Community Development Division and will add additional staff as the growth of the program allows.

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The Continuum of Care, and subsequent members, are still operating within the Balance of State model for operations and funding purposes. While the City of Grand Island has moved over into Metropolitan status, which has included funding changes such as creating a Metropolitan Planning Agency and Entitlement funding. This time of transition, in which some components of the system are receiving Metro based funding, while public service providers are receiving funding and generating data on a Balance of State level, makes it difficult to develop an Institutional Structure which is wholly conducive. For this reason, the stated steps that the City of Grand Island will be taking are those which allow us to foster relationships and address low to moderate income populations, while working with the ultimate goal of executing our Annual Action Plan to the best of our ability while the remaining entities transfer over, allowing for a more unified planning system. While the Continuum of Care is a part of the Balance of State model, all funding priorities, projects, data and plans will reflect the goals of the entire state of Nebraska excluding Omaha and Lincoln making it quite difficult to develop an institutional structure which would be specific to Grand Island.

Actions planned to enhance coordination between public and private housing and social service agencies

The City of Grand Island will continue to work closely with the Continuum of Care to identify the needs of the social service agencies who work with the homeless and near homeless populations of Grand Island.

Additionally, the City of Grand Island has had plans to continue to work closely with the Hall County Housing Authority in many capacities to support public housing including extensive collaboration in implementation of the Affirmatively Furthering Fair Housing Program Guidelines.

Multiple members of the Continuum of Care have continued to partner with the Housing Improvement Partnership (which is currently coordinated by the Community Development Division and Assistant to the City Administrator), after outreach attempts at the Continuum of Care meetings. The Hall County Housing Authority's Executive Director also serves on the Executive Board for the Housing Improvement Partnership. The anticipated collaborations over the next fiscal year between these agencies and the City's efforts through the Housing Improvement Partnership will most definitely strengthen the coordination and implementation capacity of all parties involved, especially related to the very prevalent need of creating additional and maintaining affordable housing.

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(I)(1,2,4)

Introduction:

Community Development Block Grant Program (CDBG) Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	332,224
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	332,224

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	80.00%

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OMB Control No: 2506-0117 (exp. 06/30/2018)



City of Grand Island

Tuesday, July 24, 2018

Council Session

Item F-1

**#9691 - Consideration of Annexation of Property Located at 158
W. Wildwood Drive (Rief Acres Subdivision) (Final Reading)**

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission

Meeting: July 24, 2018

Subject: An Ordinance to include Rief Acres Subdivision as an Addition to the City of Grand Island, Nebraska and the adjoining right-of-way

Presenter(s): Chad Nabity, AICP Planning Director

Background

The Annexation Component of the Grand Island Comprehensive Development Plan as adopted by the Grand Island City Council on July 13, 2004 sets as the policy of Grand Island that any and all property subdivided adjacent to the Corporate Limits of the City of Grand Island be annexed into the City at the time of subdivision approval.

Catherine Miller, Personal Representative of the Estate of David H. Rief, as owner of the property submitted a plat of Rief Acres Subdivision an Addition to the City of Grand Island. The Hall County Regional Planning Commission recommended approval of the subdivision at their meeting on June 6, 2018.

Discussion

Staff has prepared an ordinance in accordance with the requirements of Nebraska Revised Statute §16-117. Annexation ordinances must be read on three separate occasions. This is the third and final reading of the ordinance. This ordinance includes exhibits showing the property to be considered for annexation and the legal descriptions of that property.

Annexation of this property will not result in the extension of the Grand Island Zoning Jurisdiction.

One existing residence would be added to the City as a result of this annexation. This property is located north of the Platte Generating Station at the corner of Wildwood Drive and Locust Street.

Alternatives

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

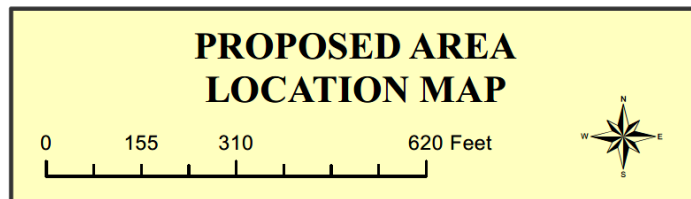
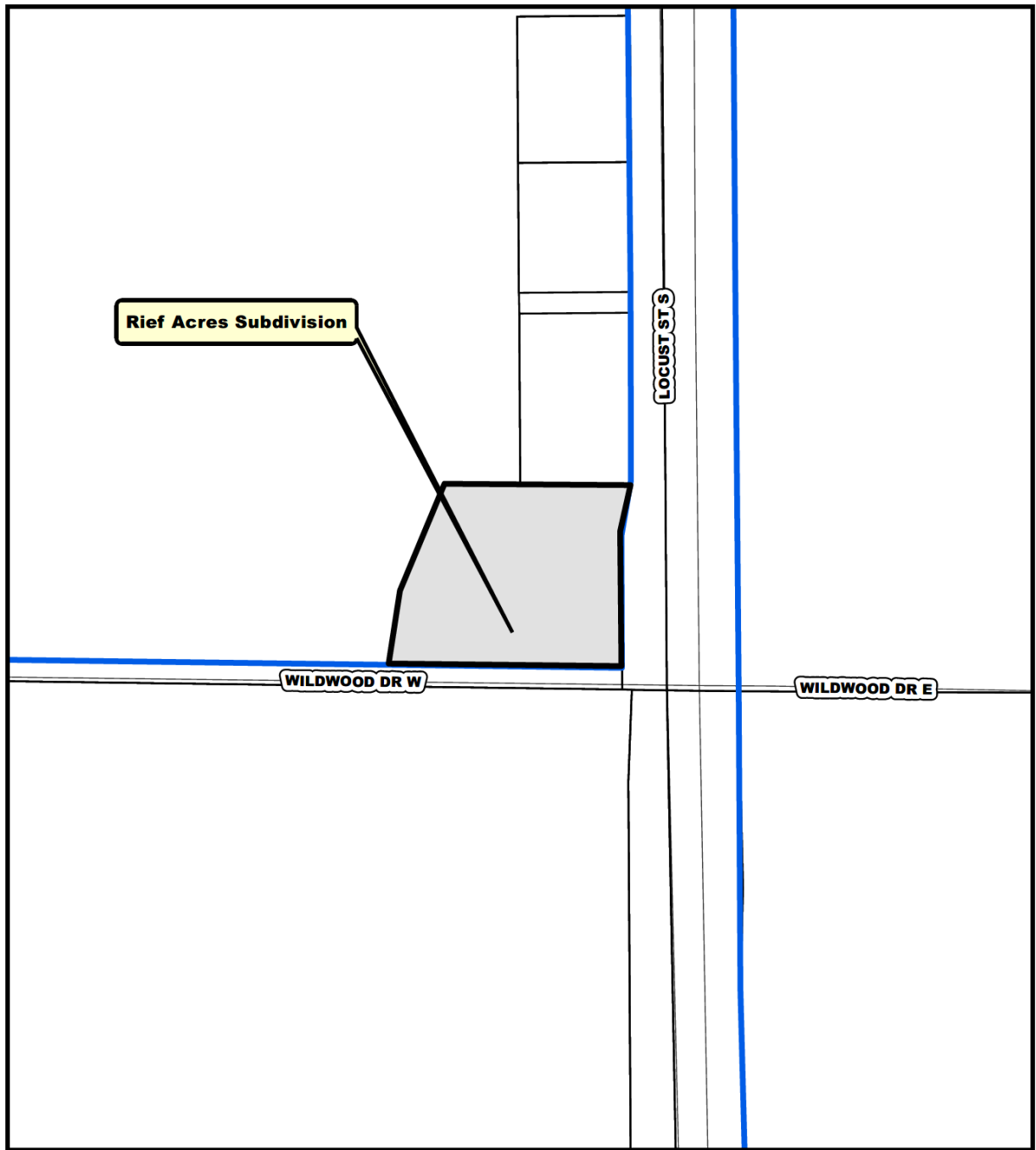
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council pass the annexation ordinance.

Sample Motion

Move to approve the annexation ordinance on third and final reading.



* This Space Reserved For Register of Deeds *

ORDINANCE NO. 9691

An ordinance to extend the boundaries and include within the corporate limits of, and to annex into the City of Grand Island, Nebraska, a tract of land comprised of Rief Acres Subdivision and all adjoining right-of-way in Hall County, Nebraska as more particularly described hereinafter and as shown on the subdivision plat Exhibit “A” attached hereto; to provide service benefits thereto; to repeal any ordinance or resolutions or parts of thereof in conflict herewith; to provide for publication in pamphlet form; and to provide the effective date of this ordinance.

WHEREAS, after Catherine Miller, Personal Representative of the Estate of David H. Rief, as owner of the property submitted a plat of Rief Acres Subdivision an Addition to the City of Grand Island for approval; and

WHEREAS, the Annexation Component of the Comprehensive Development Plan for the City of Grand Island requires that owners of property proposed for subdivision adjacent to the Corporate Limits submit such subdivisions as additions to the City; and

Approved as to Form	<input type="checkbox"/>	_____
July 20, 2018	<input type="checkbox"/>	City Attorney

ORDINANCE NO. 9691 (Cont.)

WHEREAS, according to NRSS §16-177 the City of Grand Island can upon petition of the property owner(s) of property contiguous and adjacent to the City Limits annex said property by ordinance; and

WHEREAS, on June 26, 2018 the City Council of the City of Grand Island held a public hearing on such annexation and approved such annexation on first reading and on July 10, 2018 approved such annexation on second reading and on July 24, 2018 approved such annexation on third and final reading.

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

SECTION 1. It is hereby found and determined that:

(A) The above-described tracts of land are urban or suburban in character, and that the subject properties are contiguous or adjacent to the corporate limits of said City.

(B) The subject lands will receive the material benefits and advantages currently provided to land within the City's corporate limits including, but not limited to police, fire, emergency services, street maintenance, and utilities services upon annexation to the City of Grand Island, Nebraska, and that City electric, water and sanitary sewer service is available, or will be made available, as provided by law.

(C) The various zoning classifications of the land shown on the Official Zoning Map of the City of Grand Island, Nebraska, are hereby confirmed and that this annexation does not extend the extraterritorial zoning jurisdiction.

(D) There is unity of interest in the use of the said tract of land, lots, tracts, highways and streets (lands) with the use of land in the City, and the community convenience

ORDINANCE NO. 9691 (Cont.)

and welfare and in the interests of the said City will be enhanced through incorporating the subject land within the corporate limits of the City of Grand Island.

SECTION 2. The boundaries of the City of Grand Island, Nebraska, be and are hereby extended to include within the corporate limits of the said City the contiguous and adjacent tract of land located within the boundaries described above.

SECTION 3. The subject tract of land is hereby annexed to the City of Grand Island, Hall County, Nebraska, and said land and the persons thereon shall thereafter be subject to all rules, regulations, ordinances, taxes and all other burdens and benefits of other persons and territory included within the City of Grand Island, Nebraska.

SECTION 4. The owners of the land so brought within the corporate limits of the City of Grand Island, Nebraska, are hereby compelled to continue with the streets, alleys, easements, and public rights-of-way that are presently platted and laid out in and through said real estate in conformity with and continuous with the streets, alleys, easements and public rights-of-way of the City.

SECTION 5. That a certified copy of this Ordinance shall be recorded in the office of the Register of Deeds of Hall County, Nebraska and indexed against the tracts of land.

SECTION 6. Upon taking effect of this Ordinance, the services of said City shall be furnished to the lands and persons thereon as provided by law, in accordance with the Plan for Extension of City Services adopted herein.

SECTION 7. That all ordinances and resolutions or parts thereof in conflict herewith are hereby repealed.

SECTION 8. This ordinance shall be in full force and effect from and after its passage, approval and publication, in pamphlet form, as provided by law.

ORDINANCE NO. 9691 (Cont.)

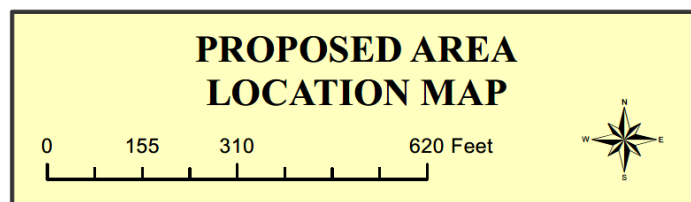
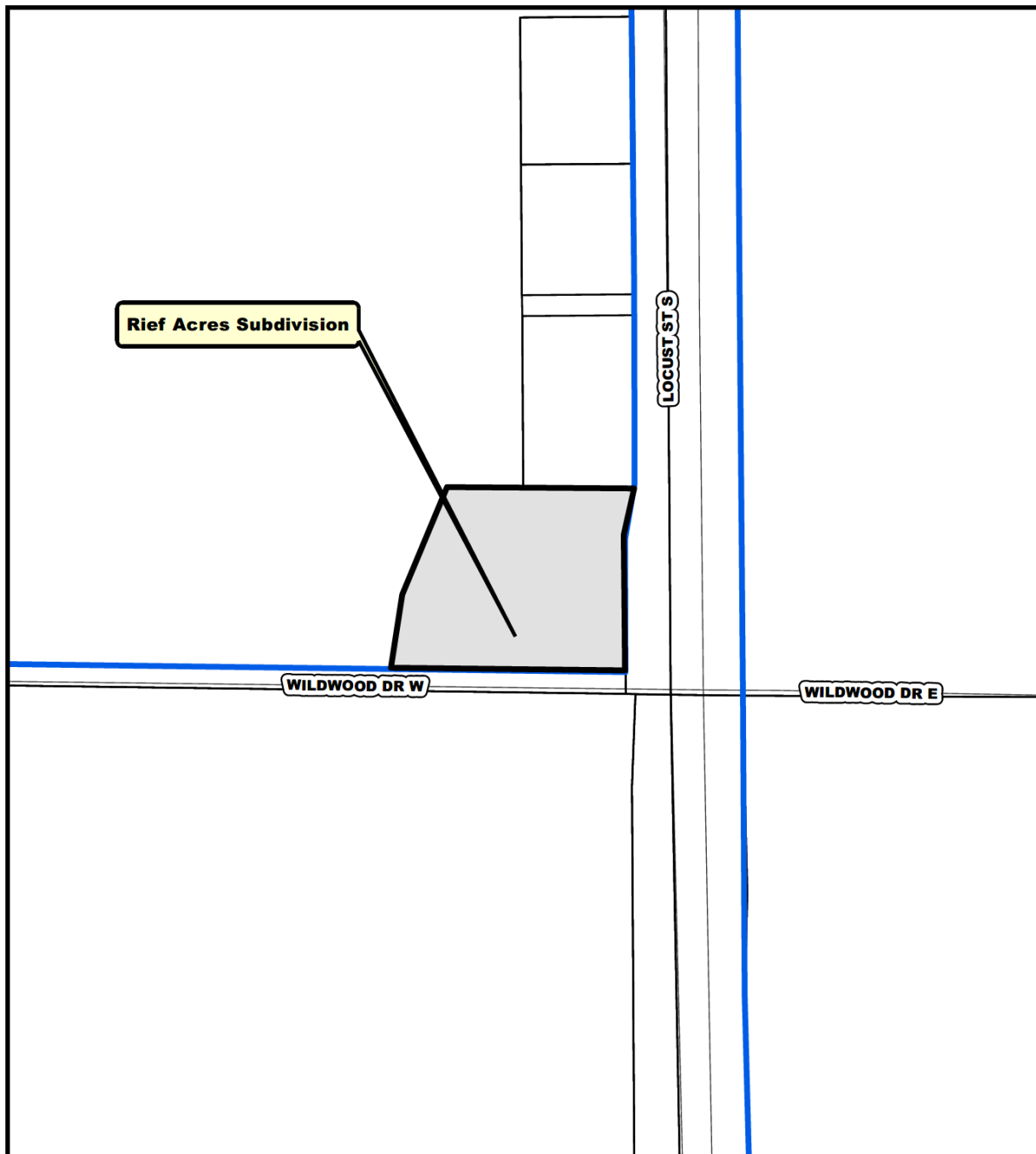
Enacted: July 24, 2018.

Jeremy L. Jensen, Mayor

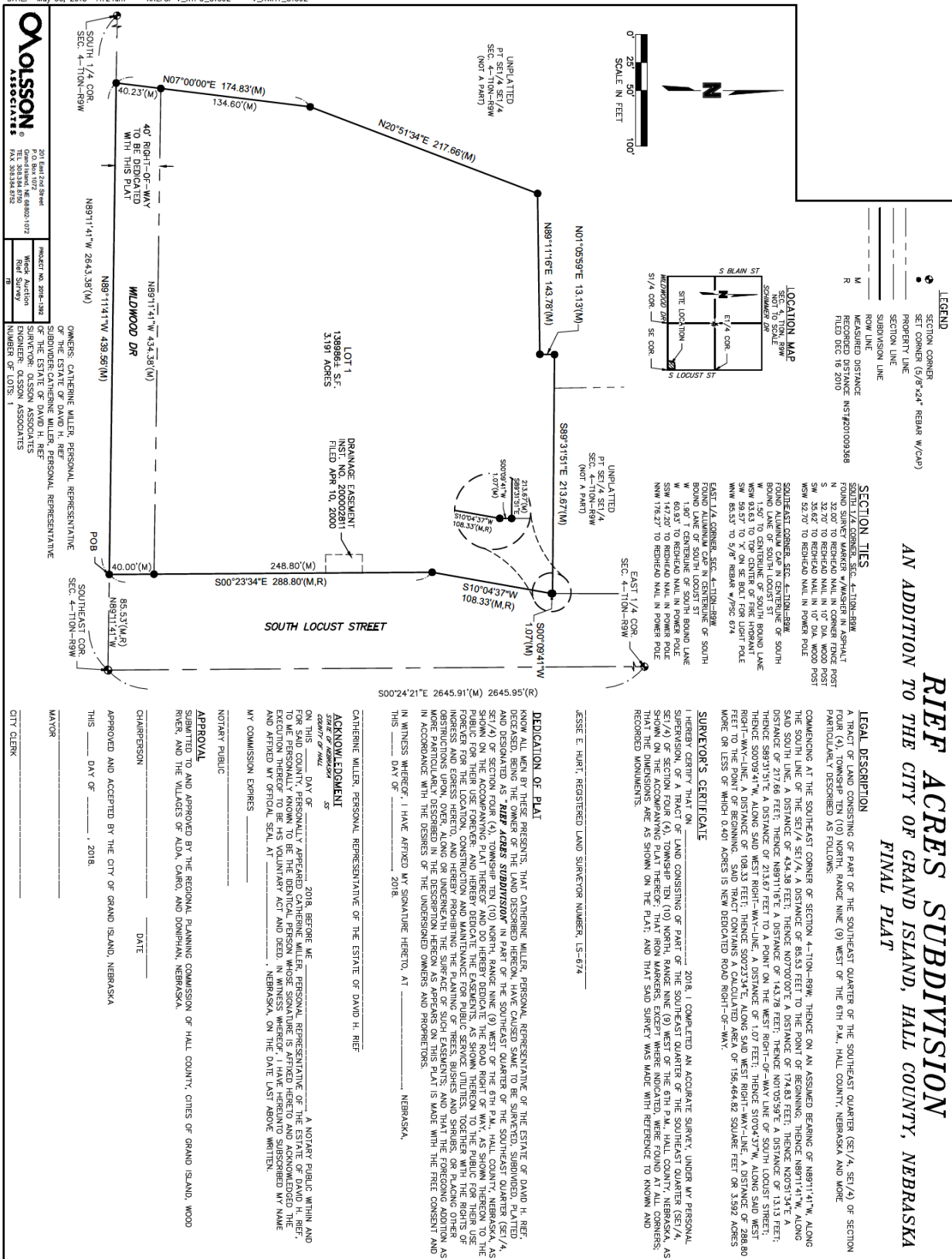
Attest:

RaNae Edwards, City Clerk

ORDINANCE NO. 9691 (Cont.)



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DATE: May 30, 2018 11:24am XREFS: V_XTPO_81392 V_RWAY_81392





City of Grand Island

Tuesday, July 24, 2018

Council Session

Item F-2

**#9692 - Consideration of Annexation of Property located at 3554
W. Wildwood Drive (Knuth Acres Subdivision) (Final Reading)**

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission

Meeting: July 24, 2018

Subject: An Ordinance to include Knuth Acres Subdivision as an Addition to the City of Grand Island, Nebraska and the adjoining right-of-way

Presenter(s): Chad Nabity, AICP Planning Director

Background

The Annexation Component of the Grand Island Comprehensive Development Plan as adopted by the Grand Island City Council on July 13, 2004 sets as the policy of Grand Island that any and all property subdivided adjacent to the Corporate Limits of the City of Grand Island be annexed into the City at the time of subdivision approval.

Larry J. Knuth and Karen L. Knuth, husband and wife, as owners of the property submitted a plat of Knuth Acres Subdivision an Addition to the City of Grand Island. The Hall County Regional Planning Commission recommended approval of the subdivision at their meeting on June 6, 2018.

Discussion

Staff has prepared an ordinance in accordance with the requirements of Nebraska Revised Statute §16-117. Annexation ordinances must be read on three separate occasions. This is the third and final reading of the ordinance. This ordinance includes exhibits showing the property to be considered for annexation and the legal descriptions of that property.

Annexation of this property will not result in the extension of the Grand Island Zoning Jurisdiction.

One existing residence would be added to the City as a result of this annexation. This property is located south of Wildwood Drive and west of Elk Drive.

Alternatives

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

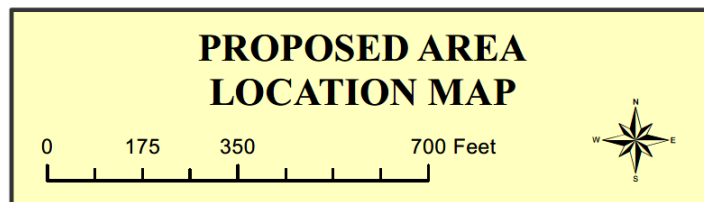
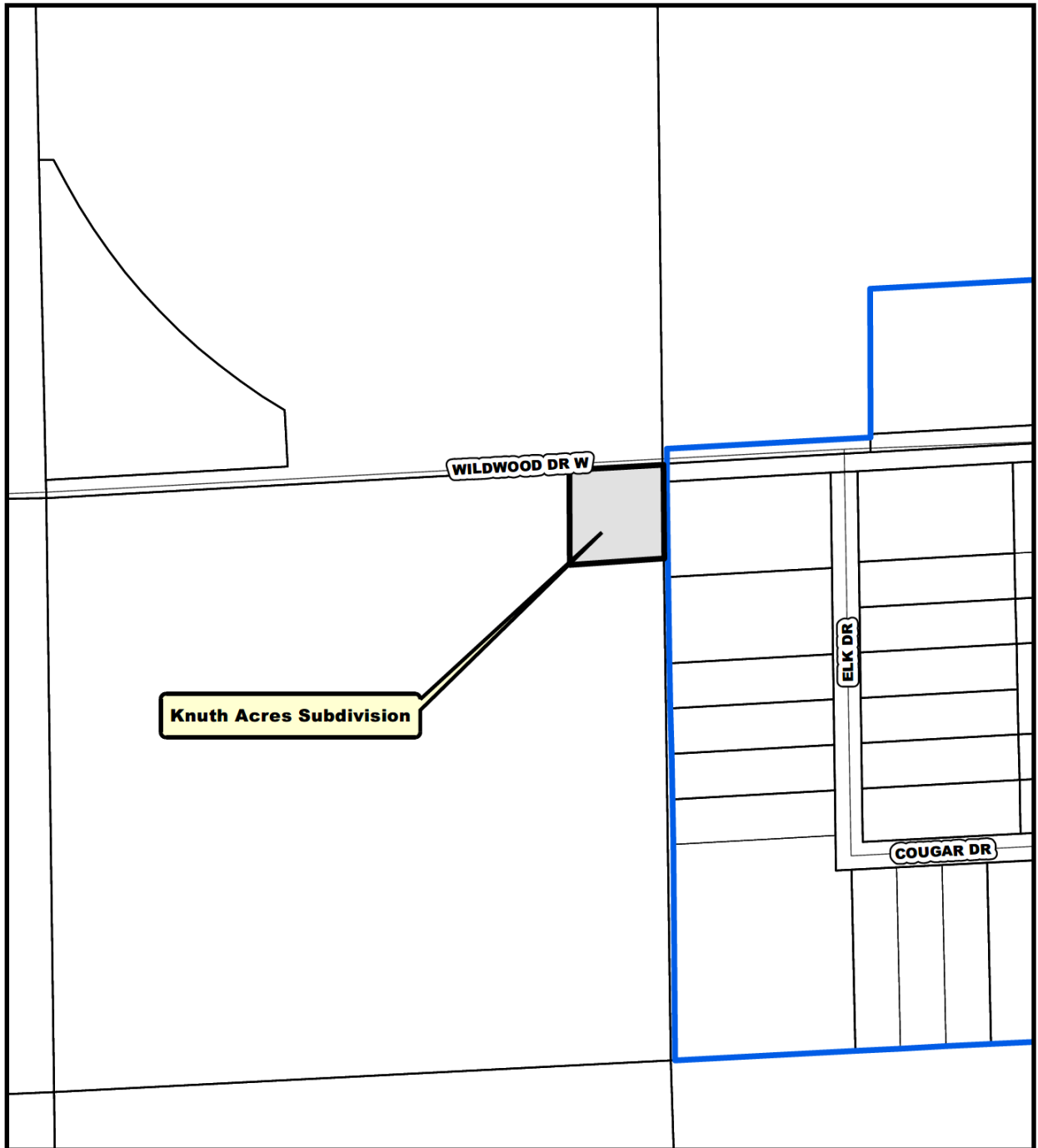
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council pass the annexation ordinance.

Sample Motion

Move to approve the annexation ordinance on third and final reading.



* This Space Reserved For Register of Deeds *

ORDINANCE NO. 9692

An ordinance to extend the boundaries and include within the corporate limits of, and to annex into the City of Grand Island, Nebraska, a tract of land comprised of Knuth Acres Subdivision and all adjoining right-of-way in Hall County, Nebraska as more particularly described hereinafter and as shown on the subdivision plat Exhibit “A” attached hereto; to provide service benefits thereto; to repeal any ordinance or resolutions or parts of thereof in conflict herewith; to provide for publication in pamphlet form; and to provide the effective date of this ordinance.

WHEREAS, after Larry J. Knuth and Karen L. Knuth, husband and wife, as owners of the property submitted a plat of Knuth Acres Subdivision an Addition to the City of Grand Island for approval; and

WHEREAS, the Annexation Component of the Comprehensive Development Plan for the City of Grand Island requires that owners of property proposed for subdivision adjacent to the Corporate Limits submit such subdivisions as additions to the City; and

Approved as to Form	<input type="checkbox"/>	_____
July 20, 2018	<input type="checkbox"/>	City Attorney

ORDINANCE NO. 9692 (Cont.)

WHEREAS, according to NRSS §16-177 the City of Grand Island can upon petition of the property owner(s) of property contiguous and adjacent to the City Limits annex said property by ordinance; and

WHEREAS, on June 26, 2018 the City Council of the City of Grand Island held a public hearing on such annexation and approved such annexation on first reading and on July 10, 2018 approved such annexation on second reading and on July 24, 2018 approved such annexation on third and final reading.

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

SECTION 1. It is hereby found and determined that:

(A) The above-described tracts of land are urban or suburban in character, and that the subject properties are contiguous or adjacent to the corporate limits of said City.

(B) The subject lands will receive the material benefits and advantages currently provided to land within the City's corporate limits including, but not limited to police, fire, emergency services, street maintenance, and utilities services upon annexation to the City of Grand Island, Nebraska, and that City electric, water and sanitary sewer service is available, or will be made available, as provided by law.

(C) The various zoning classifications of the land shown on the Official Zoning Map of the City of Grand Island, Nebraska, are hereby confirmed and that this annexation does not extend the extraterritorial zoning jurisdiction.

(D) There is unity of interest in the use of the said tract of land, lots, tracts, highways and streets (lands) with the use of land in the City, and the community convenience

ORDINANCE NO. 9692 (Cont.)

and welfare and in the interests of the said City will be enhanced through incorporating the subject land within the corporate limits of the City of Grand Island.

SECTION 2. The boundaries of the City of Grand Island, Nebraska, be and are hereby extended to include within the corporate limits of the said City the contiguous and adjacent tract of land located within the boundaries described above.

SECTION 3. The subject tract of land is hereby annexed to the City of Grand Island, Hall County, Nebraska, and said land and the persons thereon shall thereafter be subject to all rules, regulations, ordinances, taxes and all other burdens and benefits of other persons and territory included within the City of Grand Island, Nebraska.

SECTION 4. The owners of the land so brought within the corporate limits of the City of Grand Island, Nebraska, are hereby compelled to continue with the streets, alleys, easements, and public rights-of-way that are presently platted and laid out in and through said real estate in conformity with and continuous with the streets, alleys, easements and public rights-of-way of the City.

SECTION 5. That a certified copy of this Ordinance shall be recorded in the office of the Register of Deeds of Hall County, Nebraska and indexed against the tracts of land.

SECTION 6. Upon taking effect of this Ordinance, the services of said City shall be furnished to the lands and persons thereon as provided by law, in accordance with the Plan for Extension of City Services adopted herein.

SECTION 7. That all ordinances and resolutions or parts thereof in conflict herewith are hereby repealed.

SECTION 8. This ordinance shall be in full force and effect from and after its passage, approval and publication, in pamphlet form, as provided by law.

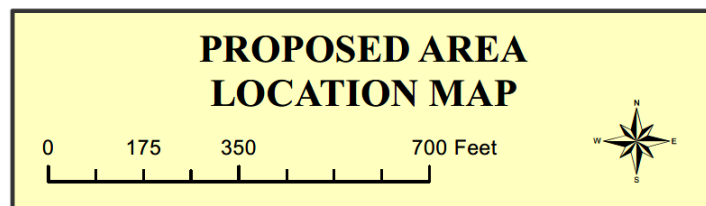
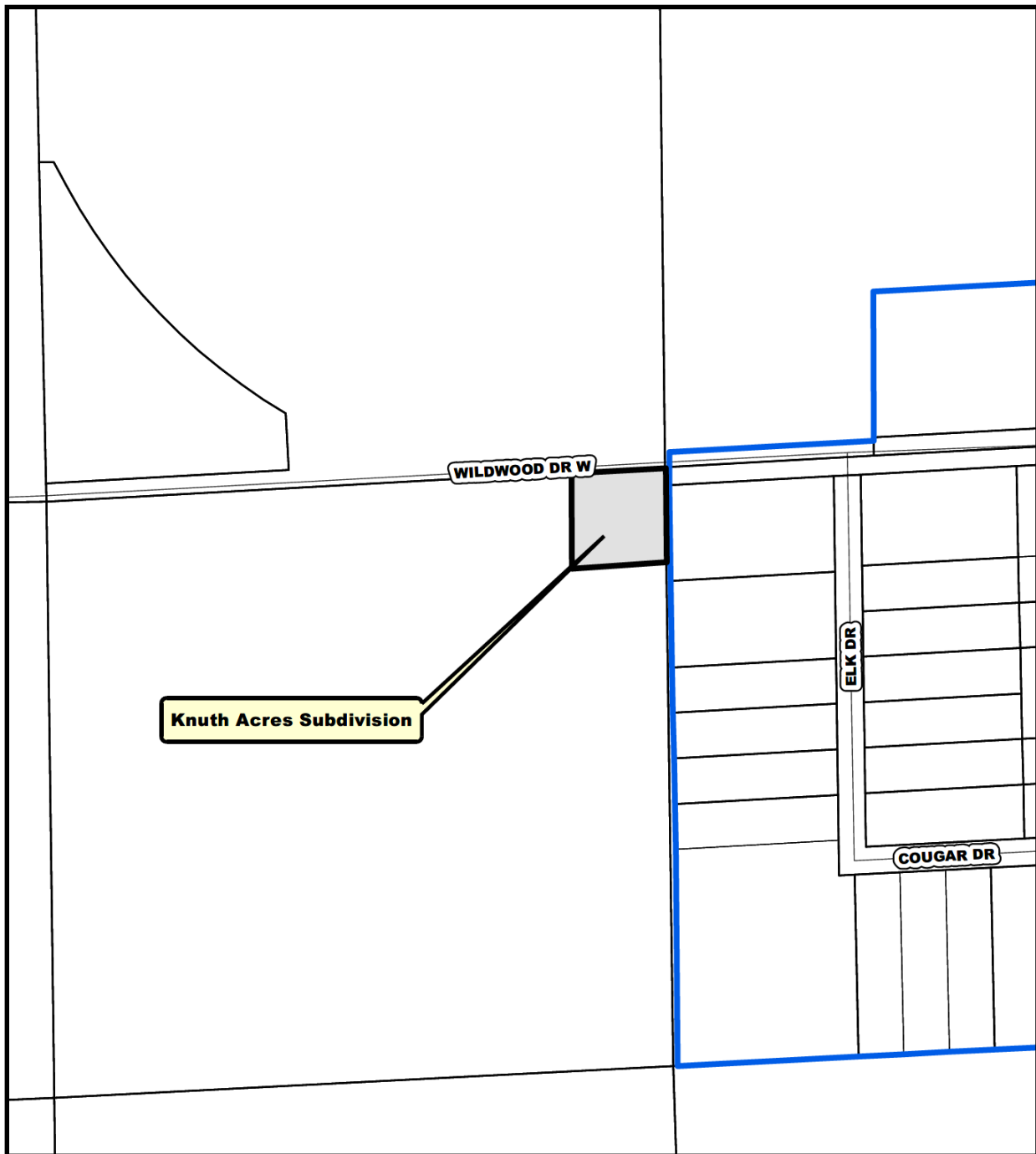
ORDINANCE NO. 9692 (Cont.)

Enacted: July 24, 2018.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk



FINAL PLAT
-KNUTH ACRES SUBDIVISION-
AN ADDITION TO THE CITY OF GRAND ISLAND,
HALL COUNTY, NEBRASKA

NORTHWEST CORNER, NORTHWEST QUARTER OF THE NORTHWEST QUARTER SECTION 12, T 10 N, R 10 W FOUND 1" BAR IN "U" POST.
N 2.0' CENTER EAST-WEST ROAD
S 32.40' FACE OF W.C.
NE 41.50' NAIL IN PP
N 34.36' C.F.P.

NORTHEAST CORNER, NORTHWEST QUARTER OF THE NORTHWEST QUARTER SECTION 12, T 10 N, R 10 W FOUND 1/2" IRON PIPE AT CENTER EAST-WEST ROAD.
E 9.20' 1/2" IRON PIPE
SSE 40.55' 1/2" IRON PIPE

LEGAL DESCRIPTION

A tract of land being part of the Northwest Quarter of the Northeast Quarter (NW 1/4 NE 1/4), Section Twelve (12), Township Ten (10) North, Range Ten (10) West of the 6th Principal Meridian, Hall County, Nebraska, and more particularly described as follows:

Referring to a 1" bar at the Northwest corner of the Northwest Quarter of the Northeast Quarter of Section 12 and assuming the North line of said Northwest Quarter of the Northeast Quarter as bearing N 87°50'55" E and all bearings contained herein are relative thereto;
thence N 87°50'55" E on said North line a distance of 1153.09 feet to the POINT OF BEGINNING;
thence continuing N 87°50'55" E on said North line a distance of 208.71 feet to a 1/2" iron pipe at the Northeast Corner of said Northwest Quarter of the Northeast Quarter;
thence S 00°15'41" W on the East line of said Northwest Quarter of the Northeast Quarter a distance of 248.71 feet to a 5/8" rebar w/cap;
thence S 87°50'55" W parallel with said North line a distance of 208.71 feet to a 5/8" rebar w/cap;
thence N 00°15'41" E parallel with said East line a distance of 248.71 feet to the Point of Beginning.
Containing 1.19 acres more or less.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, that

LARRY J. KNUTH and KAREN L. KNUTH, husband and wife, and

FIVE POINTS BANK, trustee and beneficiary, by

(print name) _____, (print title) _____.

being the owners of the land described hereon, has caused same to be surveyed, subdivided, platted and designated as "KNUTH ACRES SUBDIVISION" an addition to the City of Grand Island, Hall County, Nebraska, as shown on the accompanying plat thereof, and do hereby dedicate the streets as shown thereon to the public for their use forever, and the easements as shown thereon for the location, construction and maintenance of public service utilities, together with the right of ingress and egress thereto, and hereby prohibiting the planting of trees, bushes and shrubs, or placing other obstructions upon, over, along or underneath the surface of such easements; and that the foregoing subdivision as more particularly described in the description hereon as appears on the plat is made with the free consent and in accordance with the desires of the undersigned owner and proprietor.

IN WITNESS WHEREOF, I have affixed our signatures hereto, at Grand Island, Nebraska, this ____ day of _____, 2018.

(signature) _____
LARRY J. KNUTH, husband

(signature) _____
KAREN L. KNUTH, wife

(signature) _____

(print name) _____, (print title) _____
FIVE POINTS BANK, trustee and beneficiary

ACKNOWLEDGMENTS

STATE OF _____ S.S.
COUNTY OF _____

On the ____ day of _____, 20____, before me _____ a Notary Public within and for said County, personally appeared LARRY J. KNUTH, husband, and to me personally known to be the identical person whose signature is affixed hereto, and that he did acknowledge the execution thereof to be his voluntary act and deed.

(S E A L)

My commission expires _____

Notary Public

ACKNOWLEDGMENTS

STATE OF _____ S.S.
COUNTY OF _____

On the ____ day of _____, 20____, before me _____ a Notary Public within and for said County, personally appeared KAREN L. KNUTH, wife, and to me personally known to be the identical person whose signature is affixed hereto, and that he did acknowledge the execution thereof to be his voluntary act and deed.

(S E A L)

My commission expires _____

Notary Public

ACKNOWLEDGMENTS

STATE OF _____ S.S.
COUNTY OF _____

On the ____ day of _____, 20____, before me _____ a Notary Public within and for said County, personally appeared

(print name) _____, (print title) _____, of FIVE POINTS BANK, trustee and beneficiary, and to me personally known to be the identical person whose signature is affixed hereto, and that he did acknowledge the execution thereof to be his voluntary act and deed.

(S E A L)

My commission expires _____

Notary Public

SURVEYOR'S CERTIFICATE

I, Chad Dixon, Nebraska Professional Registered Land Surveyor No. 672, do hereby certify that on May 2nd, 2018, I completed an accurate survey of "KNUTH ACRES SUBDIVISION" an addition to the City of Grand Island, Hall County, Nebraska, as shown on the accompanying plat thereof; that the lots, blocks, streets, avenues, alleys, parks, commons and other grounds as contained in said subdivision as shown on the accompanying plat thereof are well and accurately staked off and marked; that iron markers were placed at all lot corners; that the dimensions of each lot are as shown on the plat; that each lot bears its own number; and that said survey was made with reference to known and recorded monuments.

(signature) _____
Chad Dixon

Nebraska Professional Registered Land Surveyor No. 672

APPROVALS

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

CHAIRMAN (signature) _____

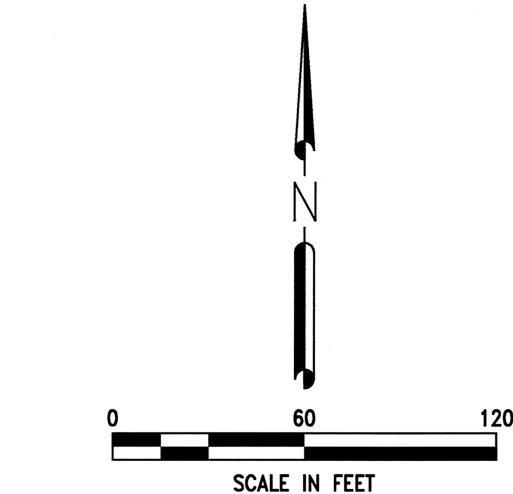
(date) _____

Approved and accepted by the City of Grand Island, Nebraska, this ____ day of _____, ____.

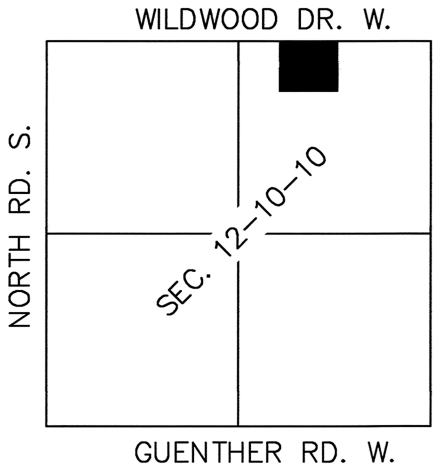
MAYOR

CITY CLERK

(SEAL)



- ▲ = SECTION CORNER MONUMENT FOUND
- = MONUMENT FOUND
- = MONUMENT ESTABLISHED (CAPPED 5/8" x 24" REBAR)
- x = TEMPORARY POINT
- (P) = PLATTED DISTANCES
- (M) = MEASURED DISTANCES
- SECTION LINE
- PROPOSED LOT LINES
- RIGHT-OF-WAY LINE
- EXISTING LOT LINES
- EXISTING EASEMENTS
- NEWLY DEDICATED EASEMENTS



 Miller & Associates	PARTY CHIEF:	SURVEY COMPLETED:
	JARED YENDRA	MAY 1, 2018
	DRAWN BY:	REVISION
	CHAD A. DIXON	DATE & REASON
	1111 CENTRAL AVENUE KEARNEY, NE 68847-6833 Tel: 308-234-6456 Fax: 308-234-1146 www.miller-engineers.com	
HALL CO-KNUTH ACRES SUB.		F.B. #



City of Grand Island

Tuesday, July 24, 2018

Council Session

Item F-3

#9696 - Consideration of Sale of Property Described as Part of Lot One (1) West Geer Subdivision (Parcel No. 400113724) to Rene A Romero Guardado, Jr.

Staff Contact: John Collins, P.E. - Public Works Director

Council Agenda Memo

From: Keith Kurz PE, Assistant Public Works Director

Meeting: July 24, 2018

Subject: Consideration of Sale of Property Described as Part of Lot One (1) West Geer Subdivision (Parcel No. 400113724) to Rene A Romero Guardado, Jr.

Presenter(s): John Collins PE, Public Works Director

Background

The City received a request from Mr. Rene A Romero Guardado, Jr. to purchase the City owned parcel (No. 400113724), legally described as Lot One (1), West Geer Subdivision, in the City of Grand Island, Hall County, Nebraska EXCEPT a certain tract more particularly described in Warranty Deed recorded as Document No. 94-104026. This property was previously used as a staging area for the Norther Interceptor sanitary sewer construction. The sale of such parcel will eliminate maintenance costs and liability for the City.

Mr. Guardado, Jr. is the owner of 503 E Capital Avenue, Grand Island, Nebraska, which is adjacent to the subject property.

Discussion

The Proposed Real Estate Purchase Agreement (the “Agreement”) would, if approved by City Council through adoption of an ordinance, authorize the execution of the Agreement and direct the sale of the above-mentioned property to Rene A Romero Guardado, Jr. The buyer, at its sole cost and expense will be responsible for all closing costs involved in such sale.

As provided by law, notice of the sale and the terms of sale are required to be published for three (3) consecutive weeks in a newspaper published for general circulation in the City of Grand Island. The City Clerk is directed and instructed to prepare and publish said notice. The electors of the City of Grand Island may file a remonstrance against the sale of the real estate. If a remonstrance petition against the sale is signed by registered voters of the City of Grand Island equal in number to thirty percent (30%) of the registered voters of the City of Grand Island voting at the last regular city election held in the City and filed with the City Council within thirty (30) days of passage and publication

of such ordinance, said property shall not then, nor within one year thereafter, be conveyed.

There are public utilities located within the subject parcel; therefore, a public utility easement will be retained to allow sufficient access to such.

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

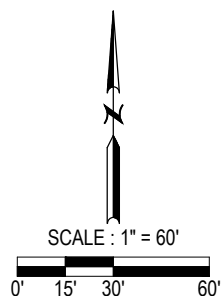
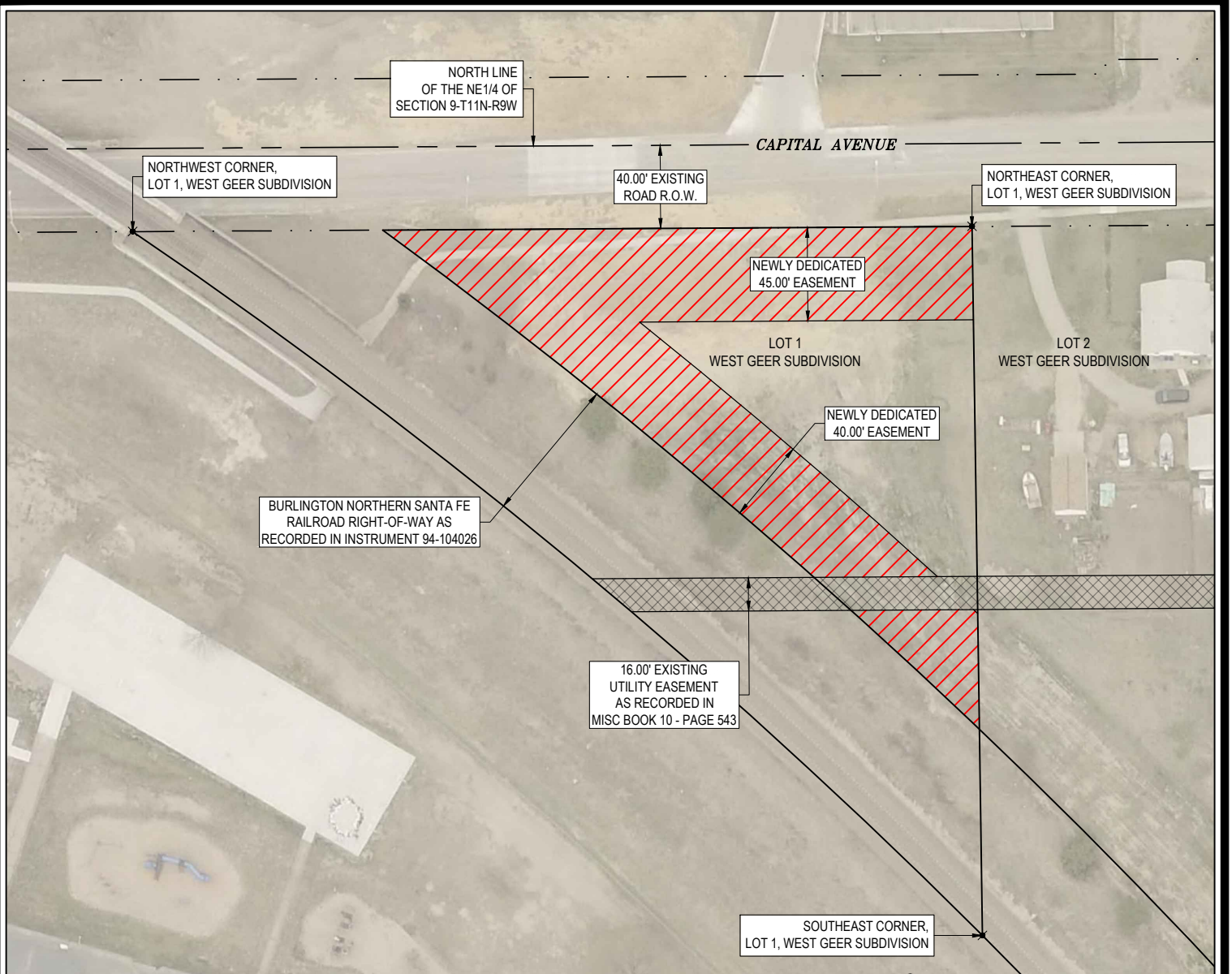
Recommendation

City Administration recommends that the Council adopt the Ordinance approving the Purchase Sale Agreement with Rene A Romero Guardado, Jr. and directing the sale subject to public remonstrance.



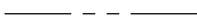


Sample Motion

Move to approve the ordinance.





LEGEND

-  NEWLY DEDICATED EASEMENTS
-  EXISTING UTILITY EASEMENT AS RECORDED IN MISCELLANEOUS BOOK 10 - PAGE 543
-  SECTION LINE
-  RIGHT-OF-WAY LINE
-  PROPERTY LINE

LEGAL DESCRIPTION

A TRACT OF LAND DEDICATED FOR UTILITY EASEMENT & ACCESS EASEMENT PURPOSES AND MORE PARTICULARLY DESCRIBED AS THE NORTH 45.00 FEET OF LOT ONE (1), WEST GEER SUBDIVISION, LOCATED IN THE NORTHEAST QUARTER (NE1/4) OF SECTION NINE (9), TOWNSHIP ELEVEN (11) NORTH, RANGE NINE (9) WEST OF THE 6TH P.M., IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA;

AND

A TRACT OF LAND DEDICATED FOR SANITARY SEWER EASEMENT PURPOSES IN PART OF LOT ONE (1) WEST GEER SUBDIVISION, LOCATED IN THE NORTHEAST QUARTER (NE1/4) OF SECTION NINE (9), TOWNSHIP ELEVEN (11) NORTH, RANGE NINE (9) WEST OF THE 6TH P.M., IN THE CITY OF GRAND ISLAND, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS THE 40.00 FEET NORTHEASTERLY PARALLEL AND ADJACENT TO THE BURLINGTON NORTHERN SANTE FE RAILROAD RIGHT-OF-WAY AS RECORDED IN INSTRUMENT #94-104026 IN THE HALL COUNTY, NEBRASKA REGISTER OF DEEDS OFFICE.

ORDINANCE NO. 9696

An ordinance directing and authorizing the sale of Parcel No. 400113724, legally described as Lot One (1), West Geer Subdivision, in the City of Grand Island, Hall County, Nebraska EXCEPT a certain tract more particularly described in Warranty Deed recorded as Document No. 94-104026 to Rene A Romero Guardado, Jr., and to provide for reservation of a public utility easement; 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 conveyance by warranty deed to Rene A Romero Guardado, Jr. ("Buyer"), of the City's interests in and to Parcel No. 400113724, legally described as Lot One (1), West Geer Subdivision, in the City of Grand Island, Hall County, Nebraska EXCEPT a certain tract more particularly described in Warranty Deed recorded as Document No. 94-104026 is hereby approved and authorized.

SECTION 2. Consideration for such conveyance shall be One Dollar (\$1.00) and other valuable considerations.

SECTION 3. The City shall retain a public utility easement through said parcel, described as follows:

A TRACT OF LAND DEDICATED FOR UTILITY EASEMENT & ACCESS EASEMENT PURPOSES AND MORE PARTICULARLY DESCRIBED AS THE NORTH 45.00 FEET OF LOT ONE (1), WEST GEER SUBDIVISION, LOCATED IN THE NORTHEAST QUARTER (NE ¼) OF SECTION NINE (9), TOWNSHIP ELEVEN (11) NORTH, RANGE NINE (9) WEST OF THE 6TH P.M., IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA;

and

Approved as to Form	<input type="checkbox"/>
July 20, 2018	<input type="checkbox"/> City Attorney

ORDINANCE NO. 9696 (Cont.)

A TRACT OF LAND DEDICATED FOR SANITARY SEWER EASEMENT PURPOSES IN PART OF LOT ONE (1) WEST GEER SUBDIVISION, LOCATED IN THE NORTHEAST QUARTER (NE ¼) OF SECTION NINE (9), TOWNSHIP ELEVEN (11) NORTH, RANGE NINE (9) WEST OF THE 6TH P.M., IN THE CITY OF GRAND ISLAND, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS THE 40.00 FEET NORTHEASTERLY PARALLEL AND ADJACENT TO THE BURLINGTON NORTHERN SANTA FE RAILROAD RIGHT-OF-WAY AS RECORDED IN INSTRUMENT NO. 94-104026 IN THE HALL COUNTY, NEBRASKA REGISTER OF DEEDS OFFICE.

SECTION 3. As provided by law, notice of such conveyance and the terms thereof shall be published for three (3) 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 (30%) 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 (30) days of passage and publication of such ordinance, said property shall not then, nor within one (1) year thereafter, be conveyed.

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

ORDINANCE NO. 9696 (Cont.)

SECTION 6. This ordinance shall be in force and take effect from and after its passage and publication, within fifteen (15) days in one issue of the Grand Island Independent as provided by law.

Enacted: July 24, 2018.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, July 24, 2018

Council Session

Item F-4

**#9697 – Consideration of Amendment to the Salary Ordinance
Relative to Lead Wastewater Plant Operator Position at the
Wastewater Treatment Plant**

Staff Contact: Aaron Schmid, Human Resources Director

Council Agenda Memo

From: Aaron Schmid, Human Resources Director

Meeting: July 24, 2018

Subject: Consideration of Approving Salary Ordinance

Presenter(s): Aaron Schmid, Human Resources Director

Background

The salary ordinance for employees of the City of Grand Island comes before Council when changes are necessary. The following explains the proposed change to the salary ordinance.

Discussion

The Chief Operator position at the Wastewater Treatment Plant has been vacant since January of 2017. Due to the certification and experience requirements of the position, Administration has not been able to source a qualified candidate despite multiple recruiting efforts. In an effort to “grow our own” candidate, the City and the IBEW have agreed to create a Lead Wastewater Operator classification. The position will appear in the October 1, 2018 to September 30, 2022 IBEW Wastewater Treatment Plant labor contract. This position will effectively serve as a trainee in preparation for the Chief Operator position. Administration is requesting to fill the position prior to the effective date of the new labor contract. Filling the position early will not impact the current budget as the Chief Operator position has remained unfilled and the pay scale of the Lead Operator is lower than the Chief Operator.

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 proposed Salary Ordinance.

Sample Motion

Move to approve the amended Salary Ordinance.

ORDINANCE NO. 9697

An ordinance to amend Ordinance ~~9655-9676~~ 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 ~~Lifeguard Referral Program~~ position and salary range of Lead Wastewater Plant Operator to the IBEW WWTP labor agreement; and to repeal those portions of Ordinance No. ~~9655-9676~~ 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 Personnel Rules & Regulations) to be paid for such classifications, and the number of hours and work period which certain officers and general employees shall work prior to overtime eligibility are as follows:

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Accountant	25.0420/36.7545	Exempt
Accounting Technician – Solid Waste	20.1118/25.2200	40 hrs/week
Assistant to the City Administrator	23.6076/33.2328	Exempt
Assistant Finance Director	33.9866/49.0855	Exempt
Assistant Public Works Director/Engineering	38.9075/58.6000	Exempt
Assistant Utilities Director – Engineering/Business Operations	52.4196/75.5731	Exempt
Assistant Utilities Director – Production	54.4194/77.3596	Exempt
Assistant Utilities Director – Transmission	54.4194/79.5179	Exempt
Attorney	32.8943/48.8298	Exempt
Biosolids Technician	19.9492/30.2055	40 hrs/week

Approved as to Form ☐ _____
July 19, 2018 ☐ City Attorney

ORDINANCE NO. 9697 (Cont.)

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Building Department Director	38.9156/57.9988	Exempt
CADD Operator	21.7392/31.2635	40 hrs/week
Cemetery Superintendent	24.9930/37.0264	Exempt
City Administrator	71.4964/83.4798	Exempt
City Attorney	48.0254/66.6890	Exempt
City Clerk	32.1275/43.2299	Exempt
Civil Engineer I	30.9104/43.9238	Exempt
Civil Engineer II	35.0776/50.5140	Exempt
Civil Engineering Manager – Utility PCC	43.7585/60.9521	Exempt
Collection System Supervisor	25.2062/36.6306	40 hrs/week
Community Service Officer – Part time	16.3821/22.3330	40 hrs/week
Custodian – Library, Police	14.6526/20.9826	40 hrs/week
Customer Service Representative – Part time	10.1816/14.0817	40 hrs/week
Customer Service Team Leader	20.4821/28.0380	Exempt
Electric Distribution Superintendent	38.0495/52.6906	Exempt
Electric Distribution Supervisor	32.1304/46.4077	40 hrs/week
Electric Underground Superintendent	33.8855/48.8524	Exempt
Electrical Engineer I	29.3018/42.3606	Exempt
Electrical Engineer II	33.9868/49.0856	Exempt
Emergency Management Deputy Director	27.5291/40.4906	Exempt
Emergency Management Director	39.1800/57.9988	Exempt
Engineer I – Public Works	31.9298/45.3644	Exempt
Engineer I – WWTP	31.9298/44.9241	Exempt
Engineering Technician - WWTP	21.6888/29.9419	40 hrs/week
Equipment Operator - Solid Waste	18.8402/27.0280	40 hrs/week
Finance Director	44.5620/67.8909	Exempt
Finance Operations Supervisor	23.5153/33.0311	Exempt
Fire Chief	43.8841/66.8839	Exempt
Fire EMS Division Chief	37.2284/53.9871	Exempt
Fire Operations Division Chief	37.2284/53.9871	Exempt
Fire Prevention Division Chief	36.4315/52.2063	Exempt
Fleet Services Shop Foreman	24.8053/37.0367	40 hrs/week
GIS Coordinator - PW	29.0889/43.3841	Exempt
Golf Course Superintendent	25.6180/36.9726	Exempt
Grounds Management Crew Chief – Cemetery	21.5304/31.1900	40 hrs/week

ORDINANCE NO. 9697 (Cont.)

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Grounds Management Crew Chief – Parks	22.9087/32.8811	40 hrs/week
Human Resources Director	39.2863/58.6741	Exempt
Human Resources Benefits/Risk Mgmt Coordinator	23.8470/35.2851	40 hrs/week
Human Resources Recruiter	23.8470/35.2851	40 hrs/week
Human Resources Specialist	23.8470/35.2851	40 hrs/week
Information Technology Manager	38.1246/57.5444	Exempt
Legal Secretary	21.3052/28.7935	40 hrs/week
Librarian I	23.5150/29.8553	Exempt
Librarian II	26.2548/33.4820	Exempt
Library Assistant I	14.3559/20.7473	40 hrs/week
Library Assistant II	17.7411/25.1156	40 hrs/week
Library Director	42.3759/64.8136	Exempt
Library Page	10.2060/14.0796	40 hrs/week
Library Secretary	16.8394/23.3320	40 hrs/week
Maintenance Worker – Golf	16.4369/25.7469	40 hrs/week
Meter Reader Supervisor	23.5153/30.5976	Exempt
MPO Program Manager	25.5386/38.3336	Exempt
Office Manager – Police Department	19.9156/28.6495	40 hrs/week
Parks and Recreation Director	42.6304/64.8620	Exempt
Parks Superintendent	31.7524/47.0128	Exempt
Payroll Specialist	20.5197/29.7956	40 hrs/week
Planning Director	40.5175/61.1830	Exempt
Police Captain	37.3229/53.7815	Exempt
Police Chief	46.2620/67.9351	Exempt
Power Plant Maintenance Supervisor	35.5371/48.0134	Exempt
Power Plant Operations Supervisor	37.7260/52.1594	Exempt
Power Plant Superintendent – Burdick	42.7013/60.5861	Exempt
Power Plant Superintendent – PGS	49.2281/69.8144	Exempt
Public Information Officer	28.2585/42.1368	Exempt
Public Works Director	45.8640/68.3250	Exempt
Public Works Engineer	33.3344/48.2010	Exempt
Receptionist	16.2370/25.5802	40 hrs/week
Recreation Coordinator	23.5145/33.6513	Exempt
Recreation Superintendent	32.4386/49.4218	Exempt
Regulatory and Environmental Manager	39.3449/53.8784	Exempt

ORDINANCE NO. 9697 (Cont.)

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Senior Electrical Engineer	38.5745/53.7141	Exempt
Senior Public Safety Dispatcher	19.9491/26.7956	40 hrs/week
Senior Utility Secretary	19.3261/25.9884	40 hrs/week
Shooting Range Superintendent	28.3884/42.9764	Exempt
Solid Waste Division Clerk - Full Time	19.5948/24.7660	40 hrs/week
Solid Waste Division Clerk - Part Time	17.4470/22.4888	40 hrs/week
Solid Waste Foreman	22.7440/31.7591	40 hrs/week
Solid Waste Superintendent	33.1380/48.8771	Exempt
Street Superintendent	31.5101/46.8878	Exempt
Street Foreman	24.1698/35.4161	40 hrs/week
Transit Program Manager	27.2356/39.1203	Exempt
Turf Management Specialist	23.0237/32.5926	40 hrs/week
Utilities Director	74.5524/99.3789	Exempt
Utility Production Engineer	38.0339/56.0660	Exempt
Utility Warehouse Supervisor	26.9010/37.8519	40 hrs/week
Victim Assistance Unit Coordinator	16.4543/24.0026	40 hrs/week
Victim/Witness Advocate	15.0826/22.0017	40 hrs/week
Wastewater Plant Chief Operator	24.1472/35.1586	40 hrs/week
Wastewater Plant Engineer	34.6253/52.9966	Exempt
Wastewater Plant Operations Engineer	33.4478/50.0133	Exempt
Wastewater Plant Maintenance Supervisor	25.7302/36.5320	40 hrs/week
Wastewater Plant Regulatory Compliance Manager	33.4501/39.9330	Exempt
Water Superintendent	31.9568/46.7388	Exempt
Water Supervisor	25.2435/36.7276	40 hrs/week
Worker / Seasonal	9.0000/20.0000	Exempt
Worker / Seasonal	9.0000/20.0000	40 hrs/week
Worker / Temporary	9.0000/20.0000	40 hrs/week
Worker / Parks & Recreation Part time	9.0000/20.0000	40 hrs/week

A shift differential of \$0.25 per hour shall be added to the base hourly wage for persons in the employee classification Senior Public Safety Dispatcher who work any hours or portion thereof that begins between 3:00 p.m. and 11:00 p.m. Employees who work any hours or portion thereof

ORDINANCE NO. 9697 (Cont.)

from 11:00 p.m. to 7:00 a.m. will receive a shift differential of \$0.25 per hour. This does not include persons who work the day shift. Shift differential will only be paid for actual hours worked. Paid leave will not qualify for the shift differential pay.

Aquatics staff who refer new lifeguards will receive a stipend for the referral, upon meeting the following criteria:

- The referral cannot have worked as a City of Grand Island lifeguard in the past.
- The referral must pass a background check, complete and pass a free lifeguard class, and work for at least 80 hours.
- Aquatics staff shall be paid for their referral as follows:
 - 1 referral – \$50.00
 - 2 referrals - \$75.00
 - 3 or more referrals - \$100.00

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:

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Equipment Operator – Streets	20.2573/30.0084	40 hrs/week
Fleet Services Mechanic	22.6354/33.5361	40 hrs/week
Horticulturist	23.2001/34.4339	40 hrs/week
Maintenance Worker – Cemetery	19.1529/28.3966	40 hrs/week
Maintenance Worker – Parks	18.8928/28.0271	40 hrs/week
Maintenance Worker – Streets	18.8841/27.9944	40 hrs/week
Senior Equipment Operator – Streets	21.7407/32.2452	40 hrs/week
Senior Maintenance Worker – Streets	21.5907/32.0228	40 hrs/week

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ORDINANCE NO. 9697 (Cont.)

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Traffic Signal Technician	21.4414/31.8015	40 hrs/week

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

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Accounting Clerk	17.7758/23.5229	40 hrs/week
Administrative Assistant-Utilities	19.9718/28.7466	40 hrs/week
Cashier	16.7924/22.8825	40 hrs/week
Custodian	17.3168/20.7680	40 hrs/week
Electric Distribution Crew Chief	35.0781/45.0560	40 hrs/week
Electric Underground Crew Chief	35.0781/45.0560	40 hrs/week
Engineering Technician I	22.0667/30.5436	40 hrs/week
Engineering Technician II	27.5224/36.9386	40 hrs/week
Instrument Technician	31.9675/42.1791	40 hrs/week
Lineworker Apprentice	23.7367/34.0205	40 hrs/week
Lineworker First Class	32.7290/39.6250	40 hrs/week
Materials Handler	26.3770/34.1924	40 hrs/week
Meter Reader	19.3859/25.5225	40 hrs/week
Meter Technician	27.1987/32.9122	40 hrs/week
Payroll Clerk	17.7758/23.5229	40 hrs/week
Power Dispatcher I	30.7068/40.5910	40 hrs/week
Power Dispatcher II	33.8351/44.4444	40 hrs/week
Power Plant Maintenance Mechanic	30.5208/38.7529	40 hrs/week
Power Plant Operator	33.2929/39.3280	40 hrs/week
Senior Accounting Clerk	19.6926/25.7957	40 hrs/week
Senior Engineering Technician	32.8642/41.2114	40 hrs/week
Senior Materials Handler	30.5989/39.8894	40 hrs/week
Senior Meter Reader	22.0869/26.3711	40 hrs/week

ORDINANCE NO. 9697 (Cont.)

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Senior Power Dispatcher	39.8510/51.7230	40 hrs/week
Senior Power Plant Operator	37.3984/46.7852	40 hrs/week
Senior Substation Technician	39.6994/42.3424	40 hrs/week
Senior Water Maintenance Worker	24.8696/33.3929	40 hrs/week
Substation Technician	37.6973/39.2418	40 hrs/week
Systems Technician	34.5846/42.4335	40 hrs/week
Tree Trim Crew Chief	30.1578/38.5387	40 hrs/week
Utility Electrician	29.7562/39.2376	40 hrs/week
Utility Groundman	20.0063/28.0000	40 hrs/week
Utility Secretary	18.2740/25.7861	40 hrs/week
Utility Technician	29.8950/40.1815	40 hrs/week
Utility Warehouse Clerk	22.3419/27.8128	40 hrs/week
Water Maintenance Worker	21.5145/29.2439	40 hrs/week
Wireworker I	23.6029/34.1615	40 hrs/week
Wireworker II	32.7290/39.6250	40 hrs/week

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

Classification	Hourly Pay Range Min/Max	
Police Officer	21.4478/32.8582	
Police Sergeant	26.8440/40.3104	

OVERTIME ELIGIBILITY

The City has reserved its right to the utilization of the 207(k) FLSA exemption and will implement this as the hours of work effective the first full pay period following the execution of

ORDINANCE NO. 9697 (Cont.)

the labor agreement. The pay period for purposes of calculating overtime shall consist of a fourteen (14) day cycle that runs concurrent with the City's current payroll cycle. For purposes of calculating eligibility for overtime, "hours worked" shall include actual hours worked, vacation, personal leave and holiday hours. Employees shall be eligible for overtime when they exceed their hours scheduled for work in the fourteen (14) day pay cycle with a minimum of eighty (80) hours. There shall also be established for each employee in the bargaining unit a Training and Special Events bank of thirty (30) hours per individual per contract year. Each employee may be scheduled for training or special event duty with a minimum of seven (7) days notice prior to the commencement of the pay period and the training and special events bank hours may be added to the eighty (80) hour, two (2) week pay period up to eighty-six (86) hours and these hours shall not be eligible for overtime. Training and special events hours worked in excess of eighty-six (86) hours in a two week pay period will be eligible for overtime, but will not be subtracted from the Training and Special Events bank. All work completed after eighty (80) hours in a pay period that is performed for work that is funded by grants from parties outside or other than the City of Grand Island, shall be paid overtime for the time worked after eighty (80) hours, if the time is funded at overtime rates by the grant. Any such grant hours are not deducted from the Training and Special Events bank.

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

ORDINANCE NO. 9697 (Cont.)

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Fire Captain	19.9429/27.6524	212 hrs/28 days
Firefighter / EMT	15.1020/21.9163	212 hrs/28 days
Firefighter / Paramedic	17.0188/24.0361	212 hrs/28 days
Life Safety Inspector	22.9354/32.5426	40 hrs/week
Shift Commander	24.3197/31.8276	212 hrs/28 days

IAFF employees, with the exception of the Life Safety Inspector, will be eligible for overtime pay for hours worked in excess of 212 hours in each 28-day pay period, unless recall or mandatory overtime is required as specified in the IAFF labor agreement. When an employee is assigned as an Apparatus Operator (not including ambulance or service vehicles) the employee will receive an additional fifty cents (\$.50) per hour.

SECTION 6. The currently occupied classifications of the 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:

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Accounting Technician – WWTP	18.2141/25.6290	40 hrs/week
Equipment Operator – WWTP	18.4488/25.9593	40 hrs/week
<u>Lead Wastewater Plant Operator</u>	<u>22.3144/31.9892</u>	<u>40 hrs/week</u>
Maintenance Mechanic I	18.8178/26.4785	40 hrs/week
Maintenance Mechanic II	21.8008/30.6760	40 hrs/week
Maintenance Worker – WWTP	19.4706/27.3972	40 hrs/week
Wastewater Clerk	15.5592/21.8931	40 hrs/week
Wastewater Plant Laboratory Technician	20.3696/28.6620	40 hrs/week
Wastewater Plant Operator I	18.3622/25.8377	40 hrs/week
Wastewater Plant Operator II	20.4815/28.8197	40 hrs/week

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Employees covered under the IBEW Wastewater Treatment Plant labor agreement who are regularly scheduled to work swing shift will receive an additional 15 cents (\$0.15) per hour; employees who are regularly scheduled to work graveyard shift will receive an additional 25 cents (\$0.25) per hour for wages attributable to those shifts. One lead Maintenance Worker covered under the IBEW Wastewater Treatment Plant labor agreement may receive forty dollars (\$40) per pay period stipend.

SECTION 7. The currently occupied classifications of the employees of the City of Grand Island included under the IBEW-Service/Clerical 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 IBEW-Service/Clerical labor agreement shall work prior to overtime eligibility are as follows:

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Accounting Technician – Streets	19.2314/25.6718	40 hrs/week
Accounts Payable Clerk	17.7219/25.6402	40 hrs/week
Administrative Assistant	20.0426/28.7466	40 hrs/week
Administrative Assistant - Parks	20.0426/28.7466	40 hrs/week
Audio Video Technician	19.8525/28.0067	40 hrs/week
Building Inspector	22.3577/31.7228	40 hrs/week
Community Development Administrator	21.8869/31.4690	40 hrs/week
Community Development Specialist	20.0901/28.8148	40 hrs/week
Computer Operator	23.8896/31.4043	40 hrs/week
Community Service Officer	16.3821/22.3330	40 hrs/week
Computer Programmer	24.1507/35.3935	40 hrs/week
Computer Technician	24.6061/32.3470	40 hrs/week
Crime Analyst	21.6518/30.7380	40 hrs/week
Electrical Inspector	22.3577/31.7228	40 hrs/week
Emergency Management Coordinator	20.0426/28.7466	40 hrs/week
Engineering Technician – Public Works	21.6837/30.5812	40 hrs/week

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Evidence Technician	17.0568/24.9604	40 hrs/week
Finance Secretary	17.4735/24.8327	40 hrs/week
GIS Coordinator	27.8771/39.1170	40 hrs/week
Maintenance Worker I – Building, Library	16.8177/22.7602	40 hrs/week
Maintenance Worker II – Building, Police	17.7229/24.0253	40 hrs/week
Planning Technician	24.0966/33.9028	40 hrs/week
Plans Examiner	23.3529/33.1351	40 hrs/week
Plumbing Inspector	22.3577/31.7228	40 hrs/week
Police Records Clerk – Full Time	15.6742/21.8178	40 hrs/week
Public Safety Dispatcher	16.9834/24.8081	40 hrs/week
Shooting Range Operator	23.3967/31.7146	40 hrs/week
Stormwater Program Manager	22.0597/31.1116	40 hrs/week

A shift differential of \$0.15 per hour shall be added to the base hourly wage for persons in the employee classification Public Safety Dispatcher who work any hours or a portion thereof between 3:00 p.m. and 11:00 p.m. Employees who work any hours or portion thereof from 11:00 p.m. to 7:00 a.m. will receive a shift differential of \$0.25 per hour. This does not include persons who work the day shift. Shift differential will only be paid for actual hours worked. Paid leave will not qualify for the shift differential pay. A shift differential of \$0.25 per hour shall be added to the base hourly wage for persons who work rotating shifts covered by the IBEW Utilities labor agreement in the employee classifications of Power Dispatcher I, Power Dispatcher II, Power Plant Operator, Senior Power Dispatcher and Senior Power Plant Operator. All employees covered under the FOP labor agreement and are regularly assigned to a shift whose majority of hours occur between 1800 hours and 0600 hours, shall be paid an additional thirty-five cents (\$0.35) per hour.

SECTION 8. 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 classifications, and the number of hours

ORDINANCE NO. 9697 (Cont.)

and work period which certain such employees shall work prior to overtime eligibility are as stated above. Each employee, covered by the IAFF labor agreement, after their first year, except Life Safety Inspector, will be credited five hundred twenty-five dollars (\$525) annual credit to be used for the purchase of the uniform item purchases as needed. New hires will receive four hundred dollars (\$400) credit for the purchase of initial uniforms. After probation they shall receive an additional five hundred dollars (\$500) for the purchase of a Class A uniform or other items as necessary. All employees of the FOP labor agreement shall be paid a clothing and uniform allowance in addition to regular salary at the rate of Three Hundred Twenty-five dollars (\$325.00) semi-annually. If any such employee covered by the FOP labor agreement 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. New employees covered by the IBEW – Utilities labor agreement who are required to wear full fire retardant (FR) clothing will be eligible for a one-time reimbursement up to \$1,200 to purchase or rent required uniforms. All other employees required to wear full FR clothing will be eligible for reimbursement up to -\$700 in Years 1 and 2; in Year 3 eligible up to \$1,000. The non-union position of Meter Reader Supervisor who are required to wear full fire retardant clothing will be eligible for an annual stipend of \$700 in Years 1 and 2; in Year 3 eligible up to \$1,000 to purchase or rent required uniforms. Those employees who are required to wear partial fire retardant clothing will be eligible for an annual stipend of \$350. Employees will be reimbursed for said purchases with a receipt showing proof of purchase. Employees covered by the IBEW Service/Clerical labor agreement in the Community Service Officer Full Time position shall be paid a uniform allowance at the rate of \$10.00 per pay period. Employees in the non-union

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Community Service Officer Part Time position shall be paid a prorated uniform allowance based on hours worked, not to exceed \$10.00 per pay period.

Fire Chief and Fire Division Chiefs shall be paid a clothing allowance of \$484.08 per year, divided into 24 pay periods. Police Chief and Police Captains shall be paid a clothing allowance of \$650.00 per year, divided into 26 pay periods.

Non-union employees and employees covered by the FOP labor agreement, the IAFF labor agreement, the IBEW Finance, Service/Clerical and Wastewater Treatment Plant labor agreements may receive an annual stipend not to exceed \$1,500 for bilingual pay.

Employees covered by the AFSCME labor agreement shall be granted a meal allowance of \$4.50 if they are required to work two (2) hours overtime consecutively with their normal working hours during an emergency situation, and if such overtime would normally interfere with and disrupt the employee's normal meal schedule. Employees covered by the IBEW - Utilities labor agreement shall be allowed a meal allowance for actual cost, or up to \$12.00 per meal, if they are required to work two (2) hours overtime consecutively with their normal working hours and if such overtime would normally interfere with and disrupt the employee's normal meal schedule. Direct supervisors of employees who are covered by labor agreements which allow overtime meal allowance shall be entitled to the same meal allowance benefit. Non-exempt direct supervisors of employees who are covered by labor agreements which allow stand-by pay shall be entitled to the same stand-by pay benefit.

Employees covered by the FOP labor agreement who are directed to be on stand-by duty by the Chief of Police or Police Captain shall receive one (1) hour of straight time pay for each eight (8) hours of standby duty or fraction thereof, that occurs between regularly assigned duty shifts. In the event that an employee covered by the FOP labor agreement is called

ORDINANCE NO. 9697 (Cont.)

in to work while off duty, the employee shall be paid for a minimum of two (2) hours at one and one-half (1.5) the regular rate of pay and for any additional time worked thereafter.

Utilities Department personnel in the IBEW bargaining unit and the classifications of Meter Reader Supervisor, Power Plant Superintendent, Power Plant Supervisor, Electric Distribution Superintendent, Electric Distribution Supervisor, Water Superintendent, Water Supervisor, and Electric Underground Superintendent 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 the IBEW labor agreements and employees covered by the AFSCME labor agreement, except the Fleet Services Division of the Public Works Department, the City shall pay 60% of the actual cost of providing and cleaning said clothing and the employees 40% of said cost. Full-time Fleet Services personnel shall receive a uniform allowance of \$12 biweekly. Public Works Department personnel in the job classifications of Fleet Services Shop Foreman and Fleet Services Mechanic shall receive a tool allowance of \$15 biweekly. The City will reimburse 60% of the actual cost of providing up to 2 pairs of steel toe or safety toe boots that meets the ANSI standard per contract year for employees covered by the IBEW Wastewater Treatment Plant labor agreement.

SECTION 9. Employees shall be compensated for unused medical leave as follows:

(A) All employees covered in the IBEW Utilities labor agreements shall have a contribution to a VEBA made on their behalf for fifty-three percent (53%) of their accumulated medical leave at the time of their retirement, early retirement, or death, not to exceed five hundred eighty-six and eighteen hundredths hours (calculated at $53\% \times 1,106 \text{ hours} = 586.18 \text{ hours}$), the rate of compensation to be

ORDINANCE NO. 9697 (Cont.)

based on the employee's salary at the time of retirement or death. Employees covered in the IAFF labor agreement, with the exception of Life Safety Inspector, 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 five hundred ninety-eight and eighty-eight hundredths hours (calculated at $38\% \times 1,576 \text{ hours} = 598.88 \text{ hours}$). The Life Safety Inspector shall have a contribution to a VEBA made on their behalf in lieu of payment for fifty percent (50%) of their accumulated medical leave at the time of their retirement, not to exceed five hundred forty-two hours (calculated at $50\% \times 1,084 = 542$). The amount of contribution will be based upon the employee's salary at the time of retirement. Employees covered by the IBEW Service/Clerical, IBEW Finance, and IBEW Wastewater Treatment Plant labor agreements shall have a contribution to a VEBA made on their behalf in lieu of payment for twenty-five percent (25%) of their accumulated medical leave at the time of retirement or death, based on the employee's salary at the time of retirement not to exceed 334.75 hours (calculated at $25\% \times 1,339 \text{ hours} = 334.75 \text{ hours}$.) Non-union employees shall have a contribution to a VEBA made on their behalf in lieu of payment for fifty percent (50%) of their accumulated medical leave at the time of their retirement, not to exceed five hundred forty-two hours (calculated at $50\% \times 1,084 = 542$). The amount of contribution will be based upon the employee's salary at the time of retirement. Employees hired before October 1, 2014 covered by the AFSCME labor agreement shall be paid thirty-five (35%) of their accumulated medical leave bank at the time of their retirement, based on the

ORDINANCE NO. 9697 (Cont.)

employee's salary at the time of retirement not to exceed four hundred sixty-eight and sixty-five hundredths hours (calculated at $35\% \times 1339 \text{ hours} = 468.65 \text{ hours}$). Employees hired on or after October 1, 2014, covered by the AFSCME labor agreement will not receive compensation at retirement for unused medical leave. Employees covered under the FOP labor agreement shall be paid thirty-seven and one-half percent (37.5%) of their accumulated medical leave bank at the time of their retirement, not to exceed four hundred eighty hours (calculated at $37.5\% \times 1,280 \text{ hours} = 480 \text{ hrs.}$), based on the employee's salary at the time of retirement. If death occurs while in the line of duty, employees covered under the FOP labor agreement shall be paid one hundred percent (100%) of their accumulated medical leave bank at the time of their death, not to exceed one thousand two hundred eighty (1,280) hours, based on the employee's salary at the time of their death.

(B) 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 for non-union employees.

(C) 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.

ORDINANCE NO. 9697 (Cont.)

SECTION 10. Non-union employees shall have a contribution made on their behalf to their VEBA account in the amount of \$30.00 per pay period. Employees represented by the IBEW Service/Clerical, IBEW Wastewater Treatment Plant, and IBEW Finance labor agreements shall have a contribution made on their behalf to the VEBA account of \$15 per pay period. Employees represented by the IBEW Utilities labor agreement shall have a contribution made on their behalf to their VEBA account in the amount of \$20.00 per pay period. Employees represented by the IAFF labor agreement shall have a contribution made on their behalf to the VEBA account of \$10 per pay period.

SECTION 11. An employee, who is represented by the FOP labor agreement, shall annually receive longevity pay based upon the total length of service with the City. Such pay shall be effective beginning with the first full pay period following completion of the specified years of service. Payment shall be made on a prorated basis on each regular pay day. The following rate schedule shall apply: ten years (beginning 11th year) - \$ 645.50; fifteen years (beginning 16th year) - \$ 830.50; 20 years (beginning 21st year) - \$1,032.50; twenty-five years (beginning 26th year) - \$1,247.50.

SECTION 12. The validity of any section, subsection, sentence, clause, or phrase of this ordinance shall not affect the validity or enforceability of any other section, subsection, sentence, clause, or phrase thereof.

SECTION 13. The adjustments identified herein shall be effective on the date of passage and publication in pamphlet form in one issue of the Grand Island Independent as provided by law.

SECTION 14. Those portions of Ordinance No. [9655-9676](#) and all other parts of ordinances in conflict herewith be, and the same are, hereby repealed.

ORDINANCE NO. 9697 (Cont.)

Enacted: July 24, 2018.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, July 24, 2018

Council Session

Item G-1

Approving Minutes of July 10, 2018 City Council Regular Meeting

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING

July 10, 2018

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 July 10, 2018. Notice of the meeting was given in *The Grand Island Independent* on July 4, 2018.

Mayor Jeremy L. Jensen called the meeting to order at 7:00 p.m. The following City Council members were present: Mitch Nickerson, Mark Stelk, Jeremy Jones, Chuck Haase, Julie Hehnke, Linna Dee Donaldson, Michelle Fitzke, Vaughn Minton, Roger Steele and Mike Paulick. The following City Officials were present: City Administrator Marlan Ferguson, City Clerk RaNae Edwards, Interim Finance Director William Clingman, City Attorney Jerry Janulewicz, and Public Works Director John Collins.

INVOCATION was given by Pastor Edgar Schambach, St. Pauls Lutheran Church, 1515 South Harrison Street followed by the PLEDGE OF ALLEGIANCE.

PUBLIC HEARINGS:

Public Hearing on Acquisition of Sanitary Sewer Easement in Charles Wasmer's Addition (Hernandez Avila- 508 S Adams St). Public Works Director John Collins reported that acquisition of a sanitary sewer easement located at 508 South Adams Street was needed to provide a sanitary sewer service connection to 1309 W. Louse Street. The easement would allow access for the construction, operation, maintenance, extension, repair, replacement, and removal of the sanitary sewer main within the easement. Staff recommended approval. No public testimony was heard.

ORDINANCES:

#9691 - Consideration of Annexation of Property Located at 158 W. Wildwood Drive (Rief Acres Subdivision) (Second Reading)

Regional Planning Director Chad Nabity reported that Catherine Miller, Personal Representative of the Estate of David H. Rief, as owner of the property submitted a plat of Rief Acres Subdivision an Addition to the City of Grand Island. This was the second of three readings.

Motion by Donaldson, second by Paulick to approve Ordinance #9691 on second reading. Upon roll call vote, all voted aye. Motion adopted.

#9692 - Consideration of Annexation of Property located at 3554 W. Wildwood Drive (Knuth Acres Subdivision) (Second Reading)

Regional Planning Director Chad Nabity reported that Larry J. and Karen L. Knuth, as owners of the property submitted a plat of Knuth Acres Subdivision an Addition to the City of Grand Island. This was the second of three readings.

Motion by Stelk, second by Fitzke to approve Ordinance #9692 on second reading only. Upon roll call vote, all voted aye. Motion adopted.

CONSENT AGENDA: Motion by Paulick, second by Hehnke to approve the Consent Agenda. Upon roll call vote, all voted aye. Motion adopted.

Approving Minutes of June 26, 2018 City Council Regular Meeting.

#2018-198 - Approving Authorizing Amendment No. 2 to Clean Water State Revolving Fund (CWSRF) Loan Agreement No. C317981 with the Nebraska Department of Environmental Quality Relative to Reduction in Administration Fee.

#2018-199 - Approving Amendment No. 2 to 2016 Storm Water Management Plan Program Grant with the Nebraska Department of Environmental Quality Relative to an Extension of December 31, 2018.

#2018-200 - Approving Acquisition of Sanitary Sewer Easement in Charles Wasmer's Addition (Hernandez Avila- 508 S Adams St).

#2018-201 - Approving Purchase of Bluetooth Headsets for the Wastewater Division of the Public Works Department from Nebraska Environmental Products of Lincoln, Nebraska in an Amount of \$29,600.00.

#2018-202 - Approving Change Order No. 3 for Lift Station No. 20 Upgrade and Force Main Rehabilitation & Lift Station No. 14 Abandonment; Project No. 2017-S-1 with The Diamond Engineering Company of Grand Island, Nebraska at no additional cost.

#2018-203 - Approving Change Order No. 2 for Lift Station No. 11 Relocation – 2018; Project No. 2018-S-1 with Midlands Contracting, Inc. of Kearney, Nebraska with no changes to the contract amount.

#2018-204 - Approving Bid Award for Annual Supply of Road Deicing Chemicals with Black Strap, Inc. of Neligh, Nebraska in an Amount of \$45.90 per ton for Road Salt, Off-Peak and \$47.30 per ton for Road Salt, Peak.

#2018-205 - Approving Certificate of Final Completion for Water Main Project 2018-W-1 - 17th Street from Broadwell Avenue to Elm Street with Myers Construction, Inc. of Broken Bow, Nebraska.

#2018-206 - Approving Subordination Agreement for 116/118 West 3rd Street (Famos Construction, Inc. & The Chocolate Bar, Inc.).

RESOLUTIONS:

#2018-207 - Consideration of Approving Addendum to the Labor Contract between the City of Grand Island and the Grand Island Lodge #24 of the Fraternal Order of Police. Human Resources Director Aaron Schmid reported that the City and the FOP had met to negotiate the impact of the payroll administration changes from Sunday through Saturday instead of Monday through Sunday. The agreement allowed a one-time, thirteen-day pay period to make the transition to the new pay period. The addendum addressed staffing and pays during the thirteen-day period, specifically “B shift” which was directly impacted by the change. The addendum also designated Friday as the new pay date, except in the case of holidays. The remaining terms of the labor contract would remain unchanged for the duration of the contract. Staff recommended approval.

Discussion was held concerning hours worked, pay period, rate of pay, and over-time pay. City Attorney Jerry Janulewicz explained the changes in the pay schedule and the FOP contract.

Motion by Stelk, second by Paulick to approve Resolution #2018-2017. Upon roll call vote, Councilmembers Paulick, Steele, Fitzke, Jones, Stelk, and Nickerson voted aye. Councilmembers Minton, Donaldson, Hehnke, and Haase voted no. Motion adopted.

#2018-208 - Consideration of Approving Lease Agreement for Transit Services Office Facility. Public Works Director John Collins reported that in order to facilitate the City’s transit program in an efficient manner, a location had been selected to house both City staff and the service provider. It was recommended the Council approve the lease agreement with Mid-Country Trading, LLC for office space located at 1016 Diers Avenue, Suite 119, Grand Island, Nebraska.

Mr. Collins answered questions regarding where the buses would be parked.

Motion by Minton, second by Paulick to approve Resolution #2018-208. Upon roll call vote, all voted aye. Motion adopted.

#2018-209 - Consideration of Approving Sub-Lease Agreement with Senior Citizen Industries, Inc. for Occupancy of Transit Services Office Facility. Public Works Director John Collins recommended the Council approve the sub-lease agreement with Senior Citizen Industries, Inc. for occupancy of office space located at 1016 Diers Avenue, Suite 119, Grand Island, Nebraska.

Motion by Minton, second by Donaldson to approve Resolution #2018-209. Upon roll call vote, all voted aye. Motion adopted.

#2018-210 - Consideration of Approving Complete Streets Policy. Regional Planning Director Chad Nabity presented the Complete Streets Policy and stated if approved this would give staff the authority to design the complete streets elements into City sponsored transportation projects and authority to negotiate with developers to entice them into including those elements within private developments. Staff recommended approval.

Mr. Nabity introduced Jennifer Hubbell representing the Health Department who thanked the City for all their help in this project.

Motion by Nickerson, second by Fitzke to approve Resolution #2018-210. Upon roll call vote, all voted aye. Motion adopted.

PAYMENT OF CLAIMS:

Motion by Minton, second by Hehnke to approve the payment of claims for the period of June 27, 2018 through July 10, 2018 for a total amount of \$3,499,100.08. Upon roll call vote, all voted aye. Motion adopted.

ADJOURN TO EXECUTIVE SESSION: Motion by Minton, second by Paulick to adjourn to Executive Session at 7:48 p.m. for the purpose of a strategy session with respect to labor negotiations with AFSCME, Local 251 and IBEW Wastewater Treatment Plant, Local 1597. Unanimously approved.

RETURN TO REGULAR SESSION: Motion by Paulick, second by Hehnke to return to Regular Session at 8:33 p.m. Unanimously approved.

ADJOURNMENT: The meeting was adjourned at 8:33 p.m.

RaNae Edwards
City Clerk



City of Grand Island

Tuesday, July 24, 2018

Council Session

Item G-2

Approving Minutes of July 17, 2018 City Council Study Session

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL STUDY SESSION

July 17, 2018

Pursuant to due call and notice thereof, a Study Session of the City Council of the City of Grand Island, Nebraska was conducted in the Council Chambers of City Hall, 100 East First Street, on July 17, 2018. Notice of the meeting was given in the *Grand Island Independent* on July 11, 2018.

Mayor Jeremy L. Jensen called the meeting to order at 6:00 p.m. The following Councilmembers were present: Mitch Nickerson, Mark Stelk, Jeremy Jones, Chuck Haase, Linna Dee Donaldson, Michelle Fitzke, Roger Steele, and Mike Paulick. Councilmember Julie Hehnke and Vaughn Minton were absent. The following City Officials were present: City Administrator Marlan Ferguson, City Clerk RaNae Edwards, Finance Director Patrick Brown, City Attorney Jerry Janulewicz and Public Works Director John Collins.

PLEDGE OF ALLEGIANCE was said.

SPECIAL ITEMS:

Discussion on Capital Improvement Fund. Public Works Director John Collins reviewed the following 2018 planned projects that were in progress:

- Stolley Park Road Restriping/Rehabilitation
- Webb Road Paving Assessments (City share)
- South Front Street Bridge Replacement & Sycamore Street Underpass Rehabilitation
- Old Potash, North Road to East of Webb Road Master Plan
- 13th Street Improvements
- Curb Ramp Installation – CDBG Project
- Five Points Intersection Improvements
- William Street Realignment
- Northwest Flood Control Project
- Moores Creek Drain Extension

The following completed projects were presented:

- Capital Avenue; Webb Road to Broadwell Avenue Widening (includes trail)
- Annual Curb Ramp Installation
- Adams Street Paving Project No. 2016-P-2
- Shady Bend Drainage Project No. 2017-D-2
- North Broadwell Drainage Project No. 2017-D-2

The total 2018 Capital Improvements Projects funded by Gas Tax money was forecast at \$3,360,242 and the total funded by General Fund & Special Assessments was \$839,427. Total Capital requests forecast for 2018 were \$4,199,669.

The following proposed Capital Projects for 2018/2019 were reviewed:

- Annual Curb Ramp Installation (\$150,000)
- South Front Street Bridge Replacement & Sycamore Street Underpass Rehabilitation (\$2,200,000)
- Pavement Condition Survey (\$150,000)
- 13th Street Improvements (\$200,000)
- Old Potash Phase I; Claude Road to Webb Road (PW/ROW) (\$600,000)
- West US Highway 30 Realignment (\$1,533,000)
- Five Points Intersection Improvements (PW/ROW) (\$170,000)
- Webb Road Paving Assessments (City share) (\$130,000)
- US Highway 281 Lighting (Stolley Park Road to US Highway 30 Overpass) (\$95,000)
- Broadwell/UPPR Grade Separation Feasibility Study (\$125,000)
- Traffic Services Evaluation – Various Locations (\$100,000)
- Northwest Flood Control Project (\$641,355)
- North Broadwell Avenue Drainage (\$200,000)
- Kaufman Detention Cell Outlet (\$500,000)
- West US Highway 30 Drainage & Pedestrian Under Crossing (\$460,000)
- Drainage West of Harrison Street (\$200,000)

Total 2019 budgeted Capital Improvement Projects funded with Gas Tax money was \$5,453,000 and funded by other revenue was \$2,001,355. Total Capital Improvement budget request for 2019 was \$7,454,355. Total available funding from balance forward, State Gas Tax Fund, NDOT Buy Backs, and other revenue was \$13,070,043. The remaining 210 Funds was \$1,569,505.

Reviewed were future project expenses: 2020 - \$4,243,131; 2021 - \$3,706,000; 2022 - \$2,443,681; and 2023 - \$292,365.

Discussion was held concerning roundabouts on Old Potash Road. This model was in the beginning stages of design with the Nebraska Department of Transportation (NDOT). There would be additional discussions with NDOT before it was finalized.

Discussion on Half Cent Sales Tax. City Administrator Marlan Ferguson reported that State Statute 77-27,142 allowed incorporated municipalities to impose sales and use tax of up to 1/2% above the allowed 1 1/2%. In order for this to go on the ballot, 70% of the City Council would have to vote in favor, which would have to be voted either at a primary or general election. The proceeds could only be used for public infrastructure projects and capital equipment purchases. This tax would terminate no more than 10 years after its effective date, or if bonds were issued and the sales tax revenue was used for the payment of the bonds. An interlocal agreement would have to be established with a political subdivision within the City/County and cannot be one that was in existence for 1-year preceding the election. If the vote failed it could not be voted on again for at least 23 months.

Mr. Ferguson gave a history of the half cent sales tax and stated 17 other Nebraska communities had adopted an additional sales tax great than 1 1/2%. The goal was to put before the voters an additional 1/2% sales tax on all eligible purchases made in Grand Island at the General Election to be held on November 6, 2018. If passed the additional 1/2% sale tax would begin in April, 2019. The interlocal agreement would be with the Community Redevelopment Authority as allowed by state statute.

Reviewed was the proposed ballot language. The revenue received from the 1/2% sales tax would be used for public infrastructure projects and would terminate no more than ten years. Also included in the ballot language was language to increase the City's budgeted restricted funds for fiscal year 2019-2020 by \$5,500,000 over the current year's restricted funds to permit the expenditure of revenue derived from the increased tax.

The following infrastructure projects would be funded by the additional sales tax:

- Old Potash Highway
- North Road
- Downtown Parking Lots
- Sidewalks: (Examples – Independence and George Park)
- Upgrade Gravel Streets: (Examples – Macron and Jay Streets)
- Handicap Ramp Installations
- Moores Creek Flood Control
- South Locust – Koenig to Fonner
- State Street
- Eddy Street Underpass

Reviewed were the following Capital Equipment Projects for Public Safety:

Fire Department – 5 Year Plan:

- \$ 510,000 Fire Engine (Replace a 2000 model)
- \$ 500,000 Ambulances (Replace 2000 and a 2003)
- \$ 40,000 Shift Commander Vehicle (Replace 2012)
- \$ 375,000 Fire Station remodel (Station #1 and #2)
- \$ 325,000 SCBA replacement
- \$1,000,000 Ladder Truck Replacement (Replace 1999 model) (6-10 years)

Police Department

- \$ 83,000 per year Police Vehicles (1-5 years)
- \$ 122,000 per year Police Vehicles (6-10 years)
- \$ 200,000 per year Other Equipment (1-10 years)

Mr. Ferguson stated the City was estimating \$450,000 to \$500,000 from online sales. Mayor Jensen explained where the money flowed through the city's budget for Fiscal Year 2018. Mentioned was that the wheel tax would sunset in 2019.

City Attorney Jerry Janulewicz commented on the difference in the 2018 ballot language and the ballot language that passed in 2004.

Zach Moul, 503 Johnson Drive representing the International Association of Firefighters (IAFF) spoke in support of the 1/2% sales tax. Jarret Daugherty, 1605 East 17th Road, Aurora, Nebraska representing the Fraternal Order of Police (FOP) spoke in support. Jay Vavricek, 2729 Brentwood Boulevard commented on where the money would be spent if the 1/2% sales tax passed.

Discussion was held regarding why the City could not promote the 1/2% sales tax ballot issue. Mr. Janulewicz stated state statutes did not allow it but private groups could promote the issue.

Mr. Ferguson stated the 1/2% sales tax ballot language would be on the August 14, 2018 City Council meeting.

Discussion on Capital Equipment Request: General Fund. This was included with the Capital Improvement Fund discussion.

Discussion on 400 Fund. This was included with the Capital Improvement Fund discussion.

General Fund Revenue and Expense Update. No changes.

ADJOURNMENT: The meeting was adjourned at 7:42 p.m.

RaNae Edwards
City Clerk



City of Grand Island

Tuesday, July 24, 2018

Council Session

Item G-3

Approving Re-Appointments of Bob Loewenstein and Robert Thomas to the Tree Board

Mayor Jensen has submitted the re-appointments of Bob Loewenstein and Robert Thomas to the Tree board. The appointments would become effective August 1, 2018 upon approval by the City Council and would expire on July 31, 2021.

Staff Contact: Mayor Jeremy Jensen



City of Grand Island

Tuesday, July 24, 2018

Council Session

Item G-4

Approving Re-Appointments of Jim Partington, Mike Spilinek, and Steve Grubbs to the Building Code Advisory Board

Mayor Jensen has submitted the re-appointments of Jim Partington, Mike Spilinek, and Steve Grubbs to the Building Code Advisory board. The appointments would become effective August 1, 2018 upon approval by the City Council and would expire on August 1, 2020.

Staff Contact: Mayor Jeremy Jensen



DATE: July 3, 2018

TO: Mayor Jensen

FROM: Craig A. Lewis, Building Department Director *CA*

RE: Appointments to the Building Code Advisory Board

The following people have expressed their willingness to serve on the Building Code Advisory Board.

Mike Spilinek, Engineer	Olsson Associates PO Box 1072 Grand Island NE 68802-1072	8/1/18-8/1/20
Jim Partington, Contractor	Partington Construction 2014 Stagecoach Rd Grand Island NE 68803	8/1/18-8/1/20
Steve Grubbs, Estimator	Lacy Construction PO Box 188 Grand Island NE 68802-0188	8/1/18-8/1/20

These individuals will complete a seven-member board of knowledgeable professionals empowered to rule on appeals of orders, decisions, or determinations made by the Building Department relative to the application and interpretation of the building code. The Board of Appeals shall have no authority relative to interpretation of administrative provisions of the code, nor shall the Board be empowered to waive requirements of the building code.

I would request your appointment and the Councils' approval of these qualified individuals as I feel they have and will continue to provide a valuable service to the city.



City of Grand Island

Tuesday, July 24, 2018

Council Session

Item G-5


Approving Re-Appointments of Al Avery, Mike Nolan, Glen Murray, John Schultz, and Deb Trosper to the Zoning Board of Adjustment

Mayor Jensen has submitted the re-appointments of Al Avery, Mike Nolan, Glen Murray, John Schultz, and Deb Trosper to the Zoning Board of Adjustment. The appointments would become effective September 1, 2018 upon approval by the City Council and would expire on August 31, 2021.

Staff Contact: Mayor Jeremy Jensen

DATE: July 3, 2018

TO: Mayor Jensen

FROM: Craig A. Lewis, Building Department Director 

RE: Appointments to the Zoning Board of Adjustment

The following people have expressed their willingness to serve on the Zoning Board of Adjustment for a three year term from September 1, 2018 to August 31, 2021.

Al Avery
3125 N Webb Rd
Grand Island NE 68803

Mike Nolan
1450 S Gunbarrel Rd
Grand Island, NE 68801

Glen Murray
PO Box 452
Grand Island NE 68802

John Schultz
2321 W Oklahoma Ave
Grand Island NE 68803

Deb Trosper
1722 Idlewood Ln
Grand Island NE 68801

I would request your appointment and the Councils' approval of these qualified individuals as I feel they have and will continue to provide a valuable service to the city.



City of Grand Island

Tuesday, July 24, 2018

Council Session

Item G-6

#2018-211 - Approving Request from Bosselman Pump & Pantry, Inc. dba Pump & Pantry #52, 3210 Old Potash Highway for a Class “B” Liquor License and Liquor Manager Designation for Brian Fausch, 2009 West Highway 34

This item relates to the aforementioned Public Hearing item E-1.

Staff Contact: RaNae Edwards

RESOLUTION 2018-211

WHEREAS, an application was filed by Bosselman Pump & Pantry, Inc. doing business as Pump & Pantry #52, 3210 Old Potash Highway for a Class "B" Liquor License; and

WHEREAS, a public hearing notice was published in the *Grand Island Independent* as required by state law on July 14, 2018; such publication cost being \$18.49; and

WHEREAS, a public hearing was held on July 24, 2018 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.

_____ The City of Grand Island hereby makes no recommendation as to the above-identified liquor license application.

_____ The City of Grand Island hereby makes no recommendation as to the above-identified liquor license application with the following stipulations:

_____ The City of Grand Island hereby recommends denial of the above-identified liquor license application for the following reasons: _____

_____ The City of Grand Island hereby recommends approval of Brian Fausch, 2009 West Highway 34, Grand Island, Nebraska as liquor manager of such business.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, July 24, 2018.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	<input type="checkbox"/> _____
July 20, 2018	<input type="checkbox"/> City Attorney



City of Grand Island

Tuesday, July 24, 2018

Council Session

Item G-7

#2018-212 - Approving Request from Rodrigo Sanchez dba Los Hermanos Market, 602 West 4th Street for a Class “D” Liquor License

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

Staff Contact: RaNae Edwards

RESOLUTION 2018-212

WHEREAS, an application was filed by Rodrigo Sanchez doing business as Los Hermanos Market, 602 West 4th Street for a Class "D" Liquor License; and

WHEREAS, a public hearing notice was published in the *Grand Island Independent* as required by state law on July 14, 2018; such publication cost being \$16.53; and

WHEREAS, a public hearing was held on July 24, 2018 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.

_____ 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, July 24, 2018.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
July 20, 2018	☐ City Attorney



City of Grand Island

Tuesday, July 24, 2018

Council Session

Item G-8

**#2018-213 - Approving Final Plat and Subdivision Agreement for
Knuth Acres Subdivision**

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission

Meeting: July 24, 2018

Subject: Knuth Acres Subdivision – Final Plat

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

Background

This property is located south of Wildwood Drive, west of Elk Drive in the jurisdiction of Grand Island, Nebraska. (1 lots, 1 acre). This property is zoned TA Transitional Agriculture. This is a split of an existing farmstead.

Discussion

The final plat for Knuth Acres Subdivision was considered by the Regional Planning Commission at the June 6, 2018 meeting.

A motion was made by Ruge and seconded by Rainforth to approve the final plat as presented.

A roll call vote was taken and the motion passed with 8 members present and voting in favor (O'Neill, Ruge, Robb, Mauer, Rainforth, Rubio, Hendricksen, and Randone) and no members present voting no.

Alternatives

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

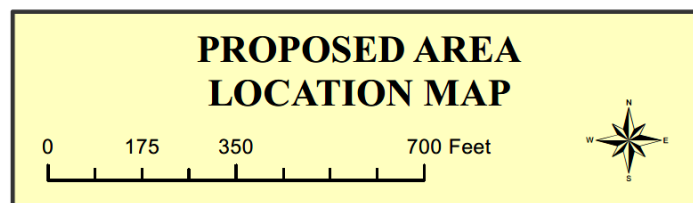
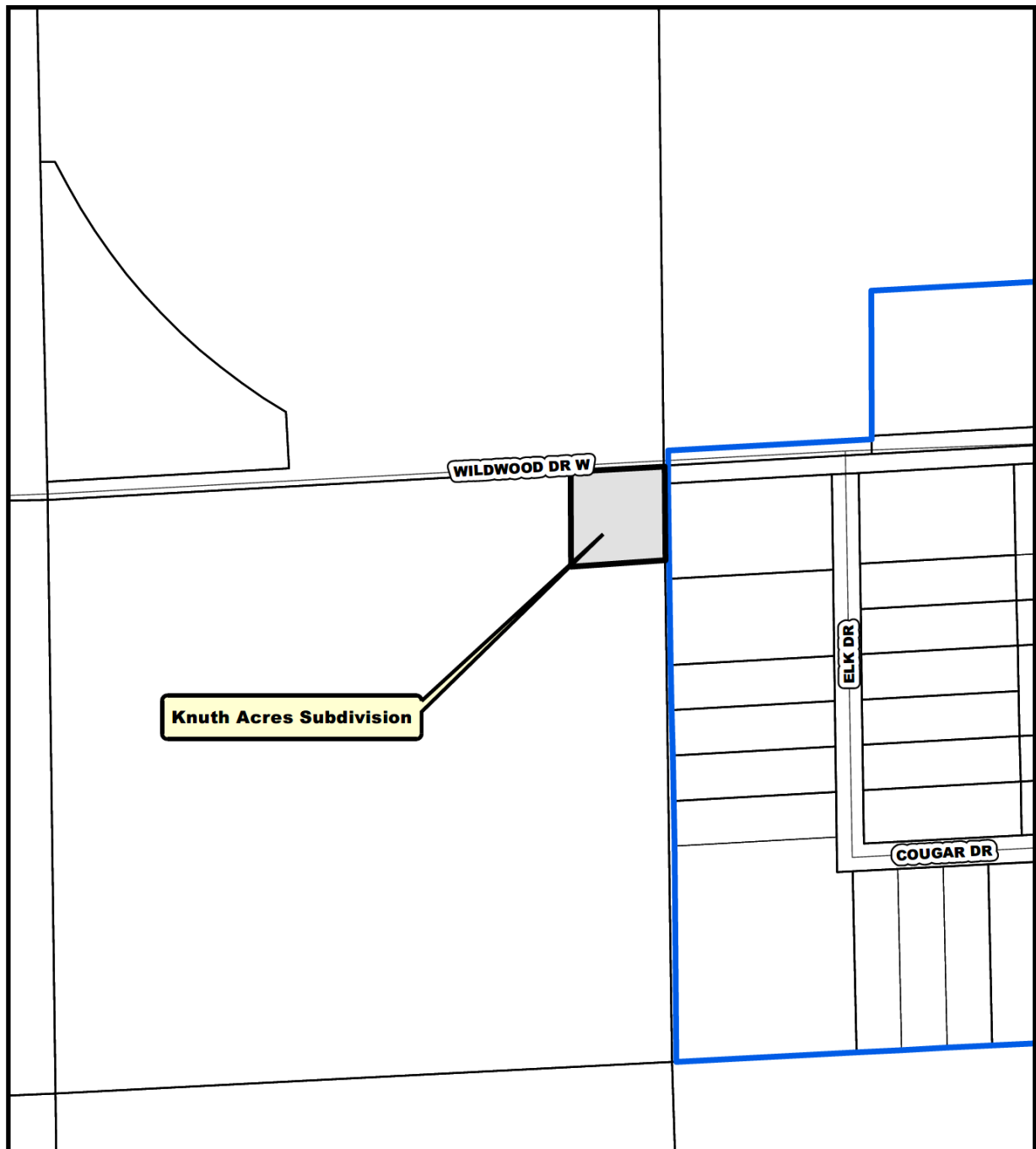
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

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

Sample Motion

Move to approve as recommended.



Developer/Owner

Larry Knuth
3554 Wildwood Dr.
Grand Island, NE 68803

To create 1 lots south of Wildwood Drive and west of Elk Road, in the City of Grand Island, in Hall County, Nebraska.

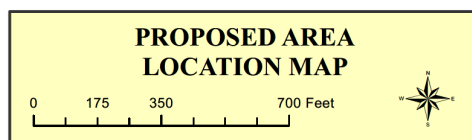
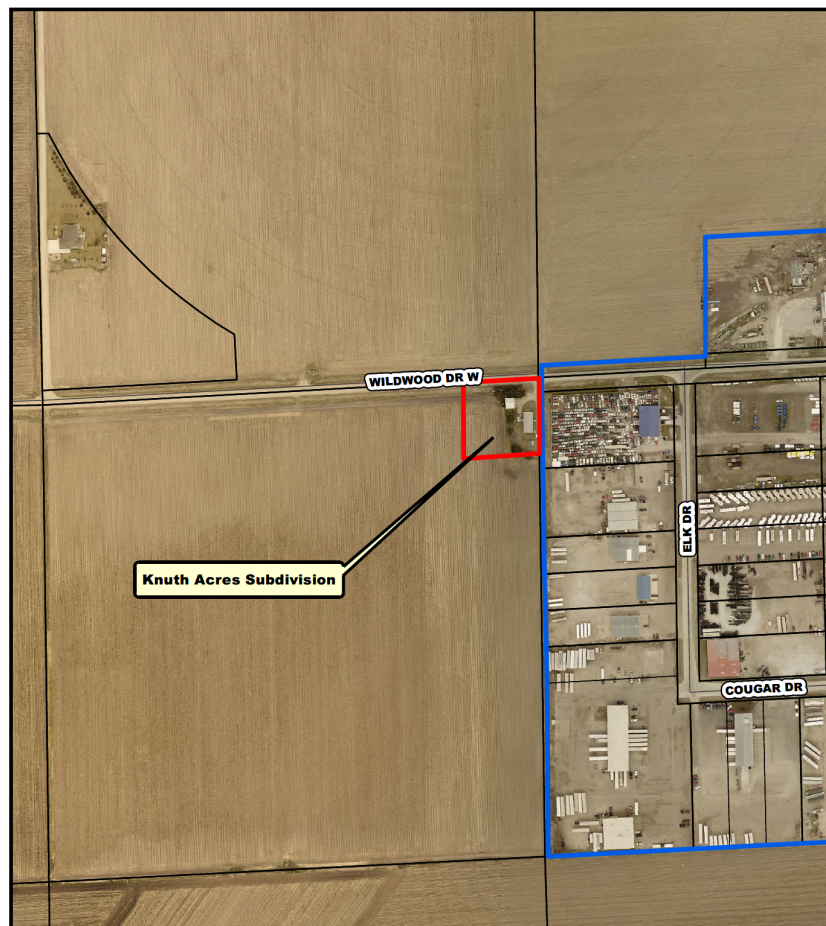
Size: 1 acre

Zoning: TA Transitional Agriculture

Road Access: Lot will front onto existing city streets, Wildwood Drive 24' rural section

Water Public: City water is not available.

Sewer Public: City sewer is not available.



RESOLUTION 2018-213

WHEREAS Larry J. Knuth and Karen L. Knuth, husband and wife and Five Points Bank, trustee and beneficiary being the said owner of the land described hereon, have caused the same to be surveyed, subdivided, platted and designated as “KNUTH ACRES SUBDIVISION”, a subdivision on a tract of land being part of the Northwest Quarter of the Northeast Quarter (NW ¼ NE1/4), Section (12), Township Ten (10) West of 6th Principal Meridian of the 6th P.M., in the City of Grand Island, Hall County, Nebraska, and has caused a plat thereof to be acknowledged by it; and

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

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

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

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, July 24, 2018.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
July 20, 2018	☐ City Attorney

FINAL PLAT
-KNUTH ACRES SUBDIVISION-
AN ADDITION TO THE CITY OF GRAND ISLAND,
HALL COUNTY, NEBRASKA

NORTHWEST CORNER, NORTHWEST QUARTER OF THE NORTHWEST QUARTER SECTION 12, T 10 N, R 10 W FOUND 1" BAR IN "U" POST.
N 2.0' CENTER EAST-WEST ROAD
S 32.40' FACE OF W.C.
NE 41.50' NAIL IN PP
N 34.36' C.F.P.

NORTHEAST CORNER, NORTHWEST QUARTER OF THE NORTHWEST QUARTER SECTION 12, T 10 N, R 10 W FOUND 1/2" IRON PIPE AT CENTER EAST-WEST ROAD.
E 9.20' 1/2" IRON PIPE
SSE 40.55' 1/2" IRON PIPE

LEGAL DESCRIPTION

A tract of land being part of the Northwest Quarter of the Northeast Quarter (NW 1/4 NE 1/4), Section Twelve (12), Township Ten (10) North, Range Ten (10) West of the 6th Principal Meridian, Hall County, Nebraska, and more particularly described as follows:

Referring to a 1" bar at the Northwest corner of the Northwest Quarter of the Northeast Quarter of Section 12 and assuming the North line of said Northwest Quarter of the Northeast Quarter as bearing N 87°50'55" E and all bearings contained herein are relative thereto;
thence N 87°50'55" E on said North line a distance of 1153.09 feet to the POINT OF BEGINNING;
thence continuing N 87°50'55" E on said North line a distance of 208.71 feet to a 1/2" iron pipe at the Northeast Corner of said Northwest Quarter of the Northeast Quarter;
thence S 00°15'41" W on the East line of said Northwest Quarter of the Northeast Quarter a distance of 248.71 feet to a 5/8" rebar w/cap;
thence S 87°50'55" W parallel with said North line a distance of 208.71 feet to a 5/8" rebar w/cap;
thence N 00°15'41" E parallel with said East line a distance of 248.71 feet to the Point of Beginning.
Containing 1.19 acres more or less.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, that

LARRY J. KNUTH and KAREN L. KNUTH, husband and wife, and

FIVE POINTS BANK, trustee and beneficiary, by

(print name) _____, (print title) _____.

being the owners of the land described hereon, has caused same to be surveyed, subdivided, platted and designated as "KNUTH ACRES SUBDIVISION" an addition to the City of Grand Island, Hall County, Nebraska, as shown on the accompanying plat thereof, and do hereby dedicate the streets as shown thereon to the public for their use forever, and the easements as shown thereon for the location, construction and maintenance of public service utilities, together with the right of ingress and egress thereto, and hereby prohibiting the planting of trees, bushes and shrubs, or placing other obstructions upon, over, along or underneath the surface of such easements; and that the foregoing subdivision as more particularly described in the description hereon as appears on the plat is made with the free consent and in accordance with the desires of the undersigned owner and proprietor.

IN WITNESS WHEREOF, I have affixed our signatures hereto, at Grand Island, Nebraska, this ____ day of _____, 2018.

(signature) _____
LARRY J. KNUTH, husband

(signature) _____
KAREN L. KNUTH, wife

(signature) _____

(print name) _____, (print title) _____
FIVE POINTS BANK, trustee and beneficiary

ACKNOWLEDGMENTS

STATE OF _____ S.S.
COUNTY OF _____

On the ____ day of _____, 20____, before me _____ a Notary Public within and for said County, personally appeared LARRY J. KNUTH, husband, and to me personally known to be the identical person whose signature is affixed hereto, and that he did acknowledge the execution thereof to be his voluntary act and deed.

(S E A L)

My commission expires _____

Notary Public

ACKNOWLEDGMENTS

STATE OF _____ S.S.
COUNTY OF _____

On the ____ day of _____, 20____, before me _____ a Notary Public within and for said County, personally appeared KAREN L. KNUTH, wife, and to me personally known to be the identical person whose signature is affixed hereto, and that he did acknowledge the execution thereof to be his voluntary act and deed.

(S E A L)

My commission expires _____

Notary Public

ACKNOWLEDGMENTS

STATE OF _____ S.S.
COUNTY OF _____

On the ____ day of _____, 20____, before me _____ a Notary Public within and for said County, personally appeared

(print name) _____, (print title) _____, of FIVE POINTS BANK, trustee and beneficiary, and to me personally known to be the identical person whose signature is affixed hereto, and that he did acknowledge the execution thereof to be his voluntary act and deed.

(S E A L)

My commission expires _____

Notary Public

SURVEYOR'S CERTIFICATE

I, Chad Dixon, Nebraska Professional Registered Land Surveyor No. 672, do hereby certify that on May 2nd, 2018, I completed an accurate survey of "KNUTH ACRES SUBDIVISION" an addition to the City of Grand Island, Hall County, Nebraska, as shown on the accompanying plat thereof; that the lots, blocks, streets, avenues, alleys, parks, commons and other grounds as contained in said subdivision as shown on the accompanying plat thereof are well and accurately staked off and marked; that iron markers were placed at all lot corners; that the dimensions of each lot are as shown on the plat; that each lot bears its own number; and that said survey was made with reference to known and recorded monuments.

(signature) _____
Chad Dixon

Nebraska Professional Registered Land Surveyor No. 672

APPROVALS

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

CHAIRMAN (signature) _____

(date) _____

Approved and accepted by the City of Grand Island, Nebraska, this ____ day of _____, ____.

MAYOR

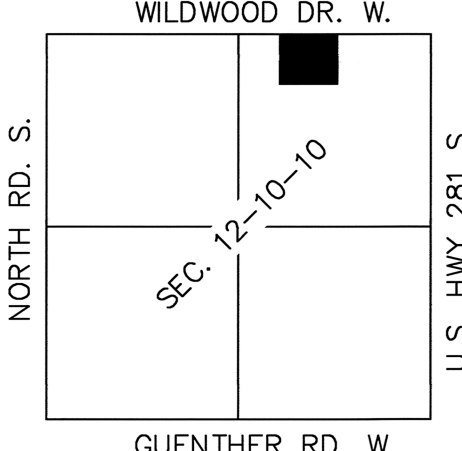
CITY CLERK

(SEAL)



SCALE IN FEET
0 60 120

- ▲ = SECTION CORNER MONUMENT FOUND
- = MONUMENT FOUND
- = MONUMENT ESTABLISHED (CAPPED 5/8" x 24" REBAR)
- x = TEMPORARY POINT
- (P) = PLATTED DISTANCES
- (M) = MEASURED DISTANCES
- SECTION LINE
- PROPOSED LOT LINES
- RIGHT-OF-WAY LINE
- EXISTING LOT LINES
- EXISTING EASEMENTS
- NEWLY DEDICATED EASEMENTS



MA Miller & Associates	PARTY CHIEF: JARED YENDRA	SURVEY COMPLETED: MAY 1, 2018
	DRAWN BY: CHAD A. DIXON	REVISION
	1111 CENTRAL AVENUE KEARNEY, NE 68847-6833	DATE & REASON
	Tel: 308-234-6456 Fax: 308-234-1146 www.miller-engineers.com	F.B. #

HALL CO-KNUTH ACRES SUB.



City of Grand Island

Tuesday, July 24, 2018

Council Session

Item G-9

#2018-214 - Approving Final Plat and Subdivision Agreement for Rief Acres Subdivision

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission

Meeting: July 24, 2018

Subject: Rief Acres Subdivision – Final Plat

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

Background

This property is located north of Wildwood Drive W. and west of Locust Street S. the jurisdiction of Grand Island, Nebraska, Nebraska. (1 lot, 3.592 acres). This property is zoned TA Transitional Agriculture and GWC Gateway Corridor Zone.

Discussion

The final plat for Rief Acres Subdivision was considered by the Regional Planning Commission at the June 6, 2018 meeting.

A motion was made by Ruge and seconded by Rainforth to approve the final plat as presented.

A roll call vote was taken and the motion passed with 8 members present and voting in favor (O'Neill, Ruge, Robb, Mauer, Rainforth, Rubio, Hendricksen, and Randone) and no members present voting no.

Alternatives

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

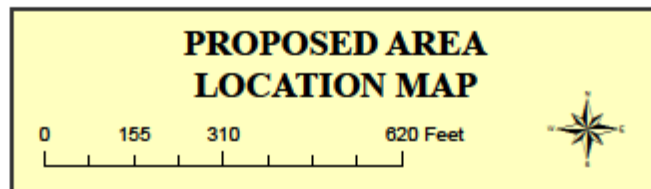
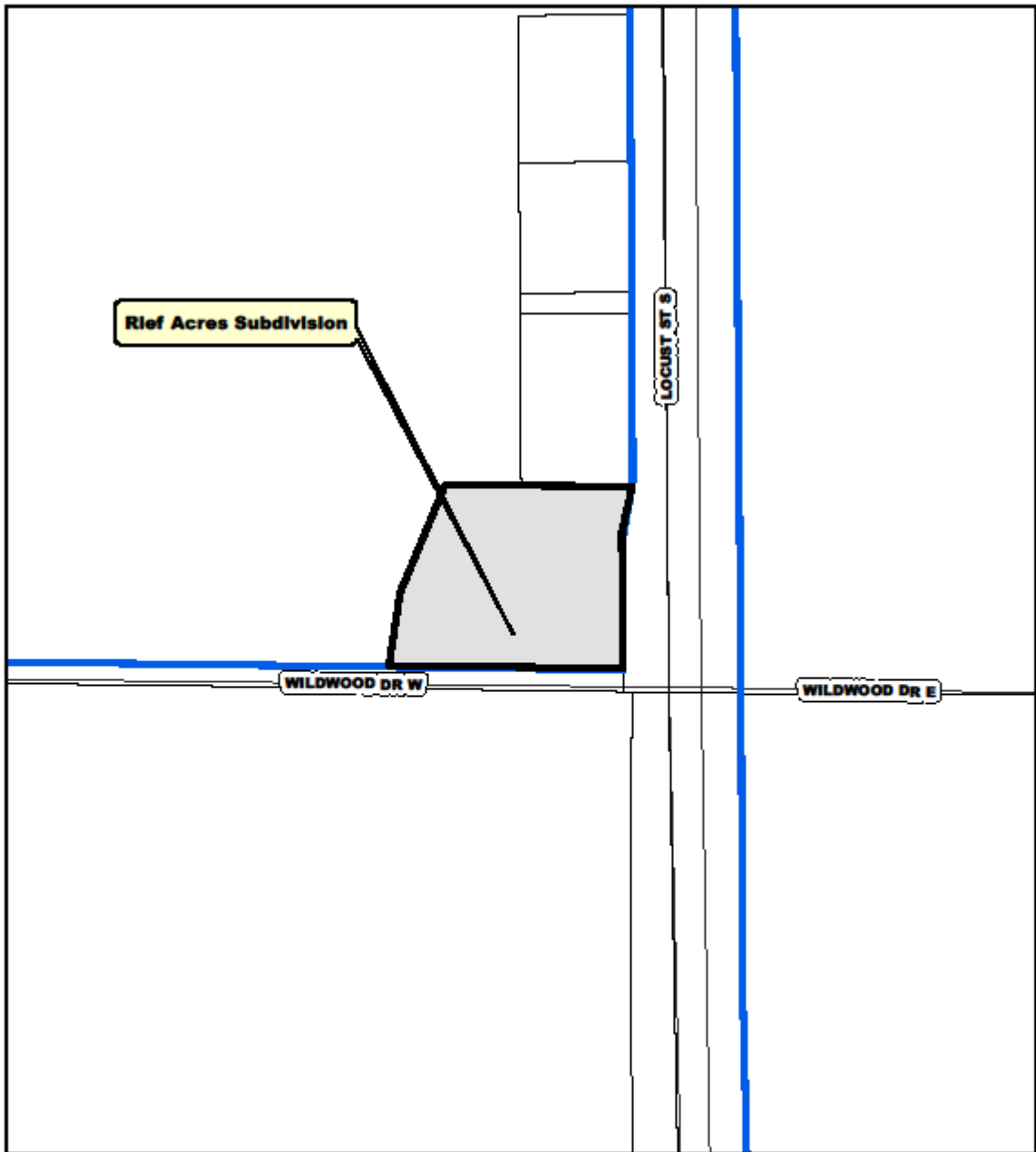
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

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

Sample Motion

Move to approve as recommended.



Developer/Owner

Catherine Miller, Personal Representative of Estate of David H. Rief by Wiek Realty
5901 W Airport Rd
Grand Island, NE 68803

To create one lot north of Wildwood Drive and west of Locust Street in the City of Grand Island, in Hall County, Nebraska.

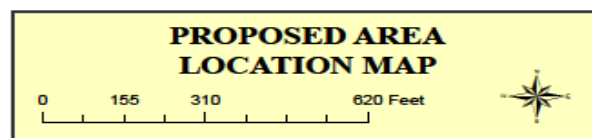
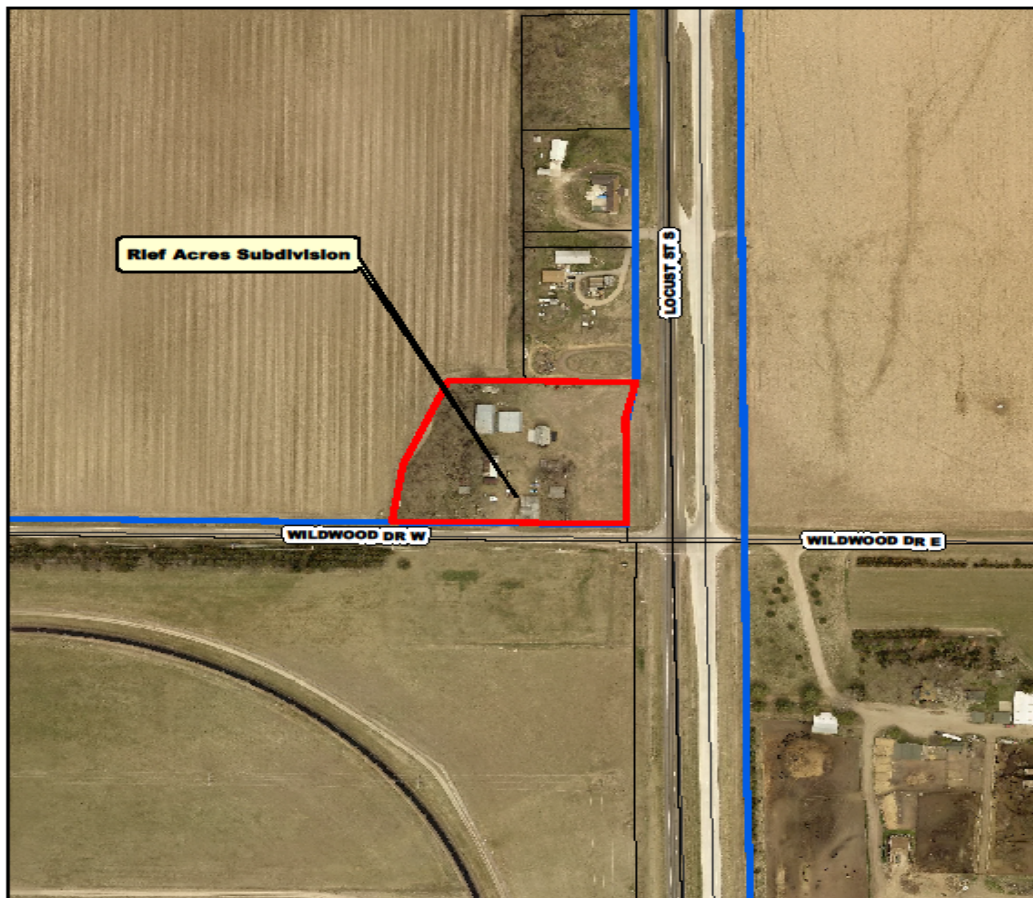
Size: 3.592 acres

Zoning: TA & GWC - Transitional Agriculture and Gateway Corridor Zone

Road Access: City Streets Wildwood is 24' rural section. No access to Locust.

Water: City water is not available.

Sewer: City Sewer is not available.



RESOLUTION 2018-214

WHEREAS Catherine Miller, Personal Representative of Estate of David H. Rief, being the said owner of the land described hereon, have caused the same to be surveyed, subdivided, platted and designated as “RIEF ACRES SUBDIVISION”, a subdivision on a tract comprised of a part of the Southeast Quarter of the Southeast Quarter (SE1/4 SE ¼) of Section Four (4), Township Ten (10) North, Range Nine (9) West of the 6th P.M., in the City of Grand Island, Hall County, Nebraska, and has caused a plat thereof to be acknowledged by it; and

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

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

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

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, July 24, 2018.

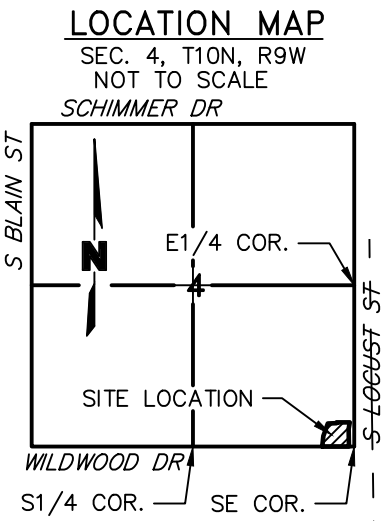
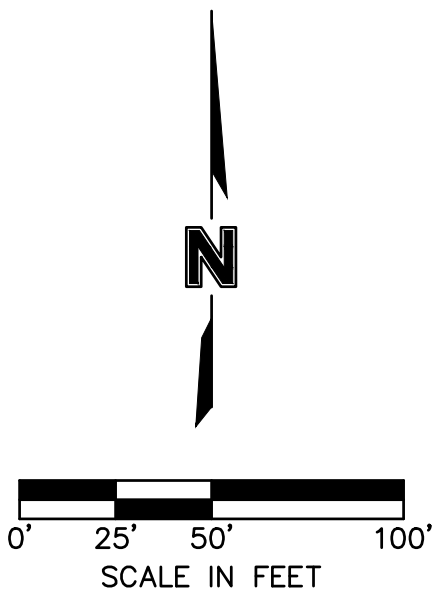
Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
July 20, 2018	☐ City Attorney

RIEF ACRES SUBDIVISION
AN ADDITION TO THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA
SITE PLAT



EAST 1/4 COR.
SEC. 4-T10N-R9W

LEGAL DESCRIPTION

A TRACT OF LAND CONSISTING OF PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE1/4, SE1/4) OF SECTION FOUR (4), TOWNSHIP TEN (10) NORTH, RANGE NINE (9) WEST OF THE 6TH P.M., HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 4-T10N-R9W; THENCE ON AN ASSUMED BEARING OF N89°11'41"W, ALONG THE SOUTH LINE OF THE SE1/4 SE1/4, A DISTANCE OF 85.53 FEET TO THE POINT OF BEGINNING; THENCE N89°11'41"W, ALONG SAID SOUTH LINE, A DISTANCE OF 434.38 FEET; THENCE N07°00'00"E A DISTANCE OF 174.83 FEET; THENCE N20°51'34"E A DISTANCE OF 217.66 FEET; THENCE N89°11'16"E A DISTANCE OF 143.78 FEET; THENCE N01°05'59"E A DISTANCE OF 13.13 FEET; THENCE S89°31'51"E A DISTANCE OF 213.67 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SOUTH LOCUST STREET; THENCE S00°09'41"W, ALONG SAID WEST RIGHT-WAY-LINE, A DISTANCE OF 1.07 FEET; THENCE S10°04'37"W, ALONG SAID WEST RIGHT-WAY-LINE, A DISTANCE OF 108.33 FEET; THENCE S00°23'34"E, ALONG SAID WEST RIGHT-WAY-LINE, A DISTANCE OF 288.80 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS A CALCULATED AREA OF 156,464.82 SQUARE FEET OR 3.592 ACRES MORE OR LESS OF WHICH 0.401 ACRES IS NEW DEDICATED ROAD RIGHT-OF-WAY.

LEGEND

- SECTION CORNER
- SET CORNER (5/8"x24" REBAR W/CAP)
- PROPERTY LINE
- SECTION LINE
- SUBDIVISION LINE
- ROW LINE
- MEASURED DISTANCE
- RECORDED DISTANCE INST#201009368 FILED DEC 16 2010
- WIRE FENCE
- BUILDING LINE

SECTION TIES

SOUTH 1/4 CORNER, SEC. 4-T10N-R9W
FOUND SURVEY MARKER w/WASHER IN ASPHALT
N 32.00' TO REDHEAD NAIL IN CORNER FENCE POST
S 32.70' TO REDHEAD NAIL IN 10" DIA. WOOD POST
SW 35.62' TO REDHEAD NAIL IN 10" DIA. WOOD POST
WSW 52.70' TO REDHEAD NAIL IN POWER POLE

SOUTHEAST CORNER, SEC. 4-T10N-R9W
FOUND ALUMINUM CAP IN CENTERLINE OF SOUTH BOUND LANE OF SOUTH LOCUST ST
W 1.50' TO CENTERLINE OF SOUTH BOUND LANE
WSW 93.63' TO TOP CENTER OF FIRE HYDRANT
SW 59.57' TO 'X' ON SE BOLT FOR LIGHT POLE
WNW 85.53' TO 5/8" REBAR w/PSC 674

EAST 1/4 CORNER, SEC. 4-T10N-R9W
FOUND ALUMINUM CAP IN CENTERLINE OF SOUTH BOUND LANE OF SOUTH LOCUST ST
W 1.90' T CENTERLINE OF SOUTH BOUND LANE
W 60.93' TO REDHEAD NAIL IN POWER POLE
SSW 147.20' TO REDHEAD NAIL IN POWER POLE
NNW 176.27' TO REDHEAD NAIL IN POWER POLE

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DATE: May 30, 2018 11:23am
XREFS: V_XTPO_81392 V_RWAY_81392
USER: jjimenez



201 East 2nd Street
P.O. Box 1072
Grand Island, NE 68802-1072
TEL 308.384.8750
FAX 308.384.8752

PROJECT NO. 2018-1392
Wieck Auction Rief Survey
FB

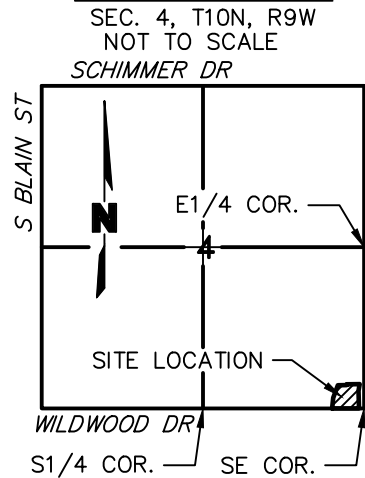
OWNERS: DAVID H. RIEF
SUBDIVIDER: DAVID H. RIEF
SURVEYOR: OLSSON ASSOCIATES
ENGINEER: OLSSON ASSOCIATES
NUMBER OF LOTS: 1

RIEF ACRES SUBDIVISION
AN ADDITION TO THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA
FINAL PLAT

LEGEND

- SECTION CORNER
- SET CORNER (5/8"x24" REBAR W/CAP)
- PROPERTY LINE
- SECTION LINE
- SUBDIVISION LINE
- ROW LINE
- M MEASURED DISTANCE
- R RECORDED DISTANCE INST#201009368 FILED DEC 16 2010

LOCATION MAP



SECTION TIES

SOUTH 1/4 CORNER, SEC. 4-T10N-R9W
FOUND SURVEY MARKER w/WASHER IN ASPHALT
N 32.00' TO REDHEAD NAIL IN CORNER FENCE POST
S 32.70' TO REDHEAD NAIL IN 10" DIA. WOOD POST
SW 35.62' TO REDHEAD NAIL IN 10" DIA. WOOD POST
WSW 52.70' TO REDHEAD NAIL IN POWER POLE

SOUTHEAST CORNER, SEC. 4-T10N-R9W
FOUND ALUMINUM CAP IN CENTERLINE OF SOUTH
BOUND LANE OF SOUTH LOCUST ST
W 1.50' TO CENTERLINE OF SOUTH BOUND LANE
WSW 93.63 TO TOP CENTER OF FIRE HYDRANT
SW 59.57' TO 'X' ON SE BOLT FOR LIGHT POLE
WNW 85.53' TO 5/8" REBAR w/PSC 674

EAST 1/4 CORNER, SEC. 4-T10N-R9W
FOUND ALUMINUM CAP IN CENTERLINE OF SOUTH
BOUND LANE OF SOUTH LOCUST ST
W 1.90' T CENTERLINE OF SOUTH BOUND LANE
W 60.93' TO REDHEAD NAIL IN POWER POLE
SSW 147.20' TO REDHEAD NAIL IN POWER POLE
NNW 176.27' TO REDHEAD NAIL IN POWER POLE

LEGAL DESCRIPTION

A TRACT OF LAND CONSISTING OF PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE1/4, SE1/4) OF SECTION FOUR (4), TOWNSHIP TEN (10) NORTH, RANGE NINE (9) WEST OF THE 6TH P.M., HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 4-T10N-R9W; THENCE ON AN ASSUMED BEARING OF N89°11'41"W, ALONG THE SOUTH LINE OF THE SE1/4 SE1/4, A DISTANCE OF 85.53 FEET TO THE POINT OF BEGINNING; THENCE N89°11'41"W, ALONG SAID SOUTH LINE, A DISTANCE OF 434.38 FEET; THENCE N07°00'00"E A DISTANCE OF 174.83 FEET; THENCE N20°51'34"E A DISTANCE OF 217.66 FEET; THENCE N89°11'16"E A DISTANCE OF 143.78 FEET; THENCE N01°05'59"E A DISTANCE OF 13.13 FEET; THENCE S89°31'51"E A DISTANCE OF 213.67 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SOUTH LOCUST STREET; THENCE S00°09'41"W, ALONG SAID WEST RIGHT-WAY-LINE, A DISTANCE OF 1.07 FEET; THENCE S10°04'37"W, ALONG SAID WEST RIGHT-WAY-LINE, A DISTANCE OF 108.33 FEET; THENCE S00°23'34"E, ALONG SAID WEST RIGHT-WAY-LINE, A DISTANCE OF 288.80 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS A CALCULATED AREA OF 156,464.82 SQUARE FEET OR 3.592 ACRES MORE OR LESS OF WHICH 0.401 ACRES IS NEW DEDICATED ROAD RIGHT-OF-WAY.

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT ON _____, 2018, I COMPLETED AN ACCURATE SURVEY, UNDER MY PERSONAL SUPERVISION, OF A TRACT OF LAND CONSISTING OF PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE1/4, SE1/4) OF SECTION FOUR (4), TOWNSHIP TEN (10) NORTH, RANGE NINE (9) WEST OF THE 6TH P.M., HALL COUNTY, NEBRASKA, AS SHOWN ON THE ACCOMPANYING PLAT THEREOF; THAT IRON MARKERS, EXCEPT WHERE INDICATED, WERE FOUND AT ALL CORNERS; THAT THE DIMENSIONS ARE AS SHOWN ON THE PLAT; AND THAT SAID SURVEY WAS MADE WITH REFERENCE TO KNOWN AND RECORDED MONUMENTS.

JESSE E. HURT, REGISTERED LAND SURVEYOR NUMBER, LS-674

DEDICATION OF PLAT

KNOW ALL MEN BY THESE PRESENTS, THAT CATHERINE MILLER, PERSONAL REPRESENTATIVE OF THE ESTATE OF DAVID H. RIEF, DECEASED, BEING THE OWNER OF THE LAND DESCRIBED HEREON, HAVE CAUSED SAME TO BE SURVEYED, SUBDIVIDED, PLATTED AND DESIGNATED AS "**RIEF ACRES SUBDIVISION**" IN PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE1/4, SE1/4) OF SECTION FOUR (4), TOWNSHIP TEN (10) NORTH, RANGE NINE (9) WEST OF THE 6TH P.M., HALL COUNTY, NEBRASKA, AS SHOWN ON THE ACCOMPANYING PLAT THEREOF AND DO HEREBY DEDICATE THE ROAD RIGHT OF WAY, AS SHOWN THEREON TO THE PUBLIC FOR THEIR USE FOREVER: AND HEREBY DEDICATE THE EASEMENTS, AS SHOWN THEREON TO THE PUBLIC FOR THEIR USE FOREVER FOR THE LOCATION, CONSTRUCTION AND MAINTENANCE FOR PUBLIC SERVICE UTILITIES, TOGETHER WITH THE RIGHTS OF INGRESS AND EGRESS HERETO, AND HEREBY PROHIBITING THE PLANTING OF TREES, BUSHES AND SHRUBS, OR PLACING OTHER OBSTRUCTIONS UPON, OVER, ALONG OR UNDERNEATH THE SURFACE OF SUCH EASEMENTS; AND THAT THE FOREGOING ADDITION AS MORE PARTICULARLY DESCRIBED IN THE DESCRIPTION HEREON AS APPEARS ON THIS PLAT IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS AND PROPRIETORS.

IN WITNESS WHEREOF, I HAVE AFFIXED MY SIGNATURE HERETO, AT _____, NEBRASKA, THIS ____ DAY OF _____, 2018.

CATHERINE MILLER, PERSONAL REPRESENTATIVE OF THE ESTATE OF DAVID H. RIEF

ACKNOWLEDGMENT

STATE OF NEBRASKA SS
COUNTY OF HALL

ON THIS ____ DAY OF _____, 2018, BEFORE ME _____, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY, PERSONALLY APPEARED CATHERINE MILLER, PERSONAL REPRESENTATIVE OF THE ESTATE OF DAVID H. RIEF, TO ME PERSONALLY KNOWN TO BE THE IDENTICAL PERSON WHOSE SIGNATURE IS AFFIXED HERETO AND ACKNOWLEDGED THE EXECUTION THEREOF TO BE HIS VOLUNTARY ACT AND DEED. IN WITNESS WHEREOF, I HAVE HEREUNTO SUBSCRIBED MY NAME AND AFFIXED MY OFFICIAL SEAL AT _____, NEBRASKA, ON THE DATE LAST ABOVE WRITTEN.

MY COMMISSION EXPIRES _____

NOTARY PUBLIC

APPROVAL

SUBMITTED TO AND APPROVED BY THE REGIONAL PLANNING COMMISSION OF HALL COUNTY, CITIES OF GRAND ISLAND, WOOD RIVER, AND THE VILLAGES OF ALDA, CAIRO, AND DONIPHAN, NEBRASKA.

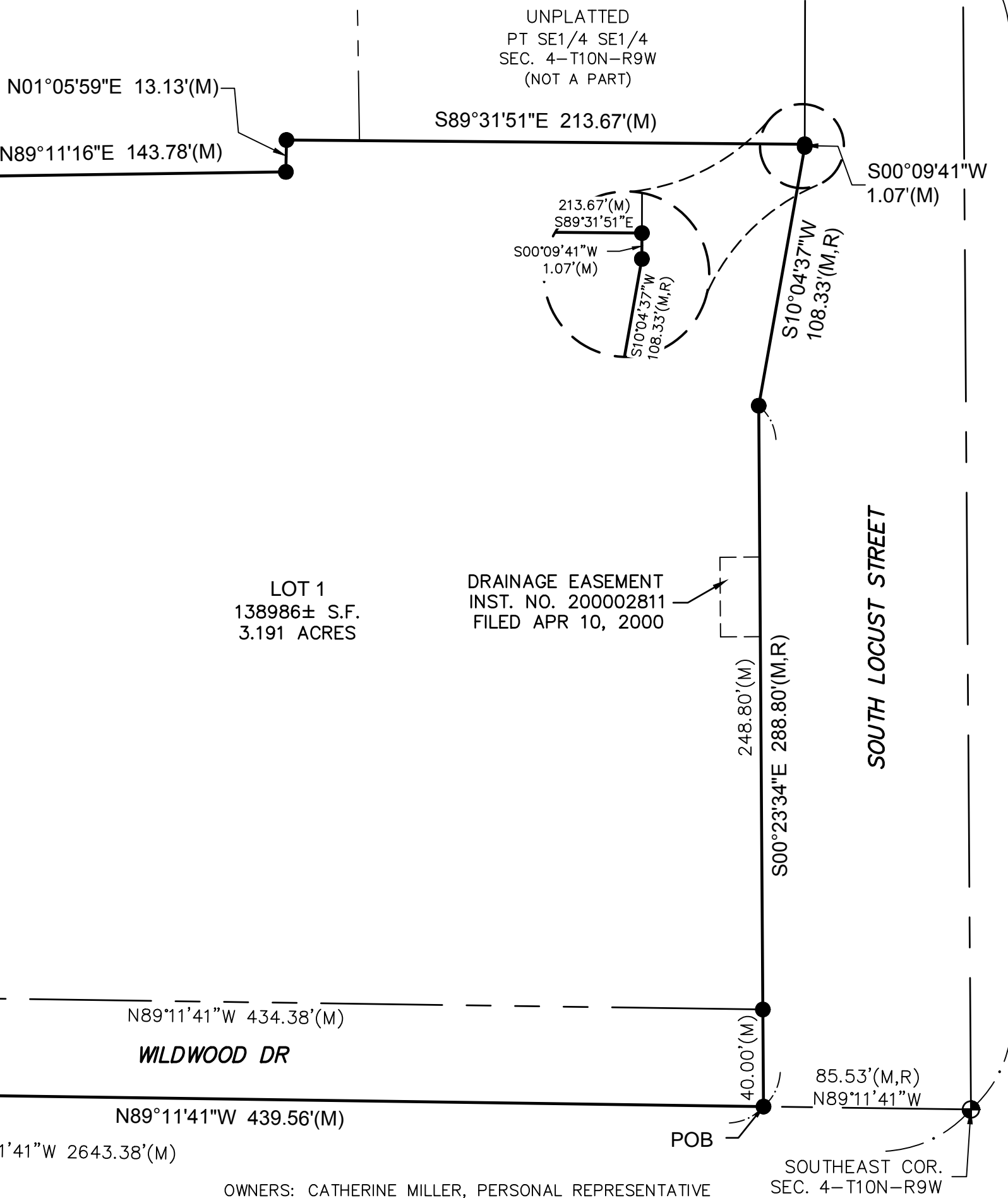
CHAIRPERSON _____ DATE _____

APPROVED AND ACCEPTED BY THE CITY OF GRAND ISLAND, NEBRASKA

THIS ____ DAY OF _____, 2018.

MAYOR

CITY CLERK



OWNERS: CATHERINE MILLER, PERSONAL REPRESENTATIVE
OF THE ESTATE OF DAVID H. RIEF
SUBDIVIDER: CATHERINE MILLER, PERSONAL REPRESENTATIVE
OF THE ESTATE OF DAVID H. RIEF
SURVEYOR: OLSSON ASSOCIATES
ENGINEER: OLSSON ASSOCIATES
NUMBER OF LOTS: 1



201 East 2nd Street
P.O. Box 1072
Grand Island, NE 68802-1072
TEL 308.384.8750
FAX 308.384.8752

PROJECT NO. 2018-1392
Wick Auction
Rief Survey
FB

DWG: F:\2018\1001-1500\018-1392\40-Design\Survey\SRVY\Sheets\V_FPT_81392.dwg
DATE: May 30, 2018 11:24am
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USER: jjimenez



City of Grand Island

Tuesday, July 24, 2018

Council Session

Item G-10

**#2018-215 - Approving Final Plat and Subdivision Agreement for
B and M Estates Subdivision**

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission

Meeting: July 24, 2018

Subject: B and M Estates Subdivision – Final Plat

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

Background

This property is located north of 13th Street W., east of Mansfield Road, west of North Road N. and south of Craig Drive in the City of Grand Island, Nebraska (2 lots, 9.8759 acres). This property is zoned R1 Suburban Residential Zone.

Discussion

The final plat for B and M Estates Subdivision was considered by the Regional Planning Commission at the July 11, 2018 meeting.

A motion was made by Rainforth and seconded by Maurer to approve the final plat as presented.

A roll call vote was taken and the motion passed with 7 members present and voting in favor (O'Neill, Apfel, Maurer, Robb, Monter, Rainforth, and Randone) and no members present voting no.

Alternatives

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

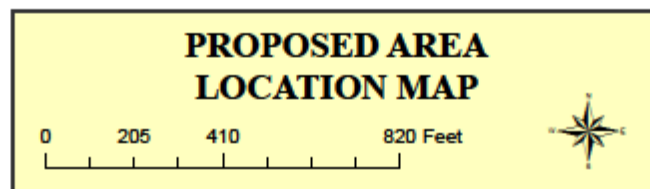
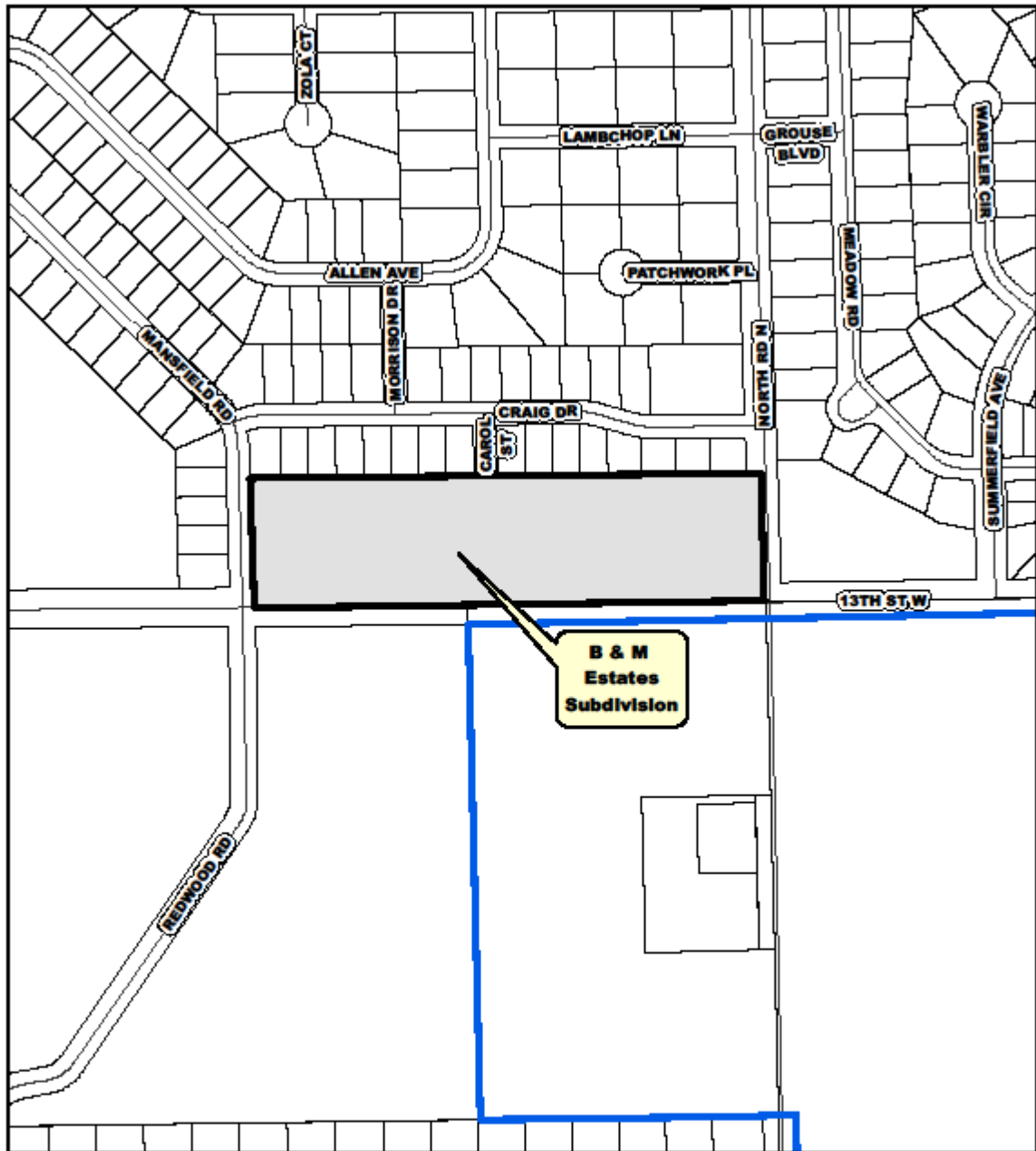
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

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

Sample Motion

Move to approve as recommended.



Developer/Owner

Mitchel & Brandi Pedersen
4020 W. 13th Street
Grand Island, NE 68803

To create two lots north of 13th Street ., east of Mansfield Road, west of North Road and south of Craig Drive, in the City of Grand Island, in Hall County, Nebraska.

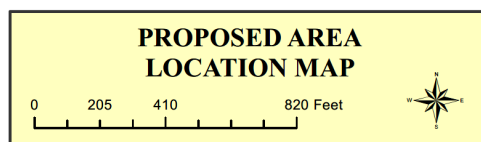
Size: 9.876 acres

Zoning: R1- Suburban Residential Zone

Road Access: Existing City Streets (North Road and 13 Street Rural section 24 foot and Mansfield 37' concrete curb and gutter)

Water Public: City water is available.

Sewer Public: City sewer is available.



RESOLUTION 2018-215

WHEREAS Mitchel & Brandi Pedersen, being the said owner of the land described hereon, have caused the same to be surveyed, subdivided, platted and designated as “B AND M ESTATES SUBDIVISION”, a subdivision on a tract of land comprising part of the South Half of the South Half of the Southeast Quarter of the Southeast Quarter (S1/2 S1/2 SE1/4 SE1/4) Section Eleven (11), Township Eleven (11) North, Range Ten (10) West of the 6th P.M., in the City of Grand Island, Hall County, Nebraska, and has caused a plat thereof to be acknowledged by it; and

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

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

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

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, July 24, 2018.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
July 20, 2018	☐ City Attorney

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, that Mitchel Pedersen and Brandi Pedersen, husband and wife, being the owners of the land described hereon, have caused same to be subdivided, platted and designated as "B AND M ESTATES SUBDIVISION" in the City of Grand Island, Hall County, Nebraska, as shown on the accompanying plat thereof, and do hereby the streets as shown thereon, to the public for their use forever, and the easements, if any, for the location construction and maintenance of public service utilities forever, together with the right of ingress and egress thereto, and hereby prohibiting the planting of trees, bushes and shrubs, or placing other obstructions upon, over, along or underneath the surface of such easements, and that the foregoing subdivision as more particularly described in the description hereon as appears on this plat, is made with the free consent and in accordance with the desires of the undersigned owners and proprietors.

IN WITNESS WHEREOF, we have affixed our signatures hereto at _____, Nebraska, this _____ day of _____, 2018.

Mitchel Pedersen

Brandi Pedersen

ACKNOWLEDGEMENT

State of Nebraska ss
County of Hall

On the _____ day of _____, 2018, before me, _____, a Notary Public within and for said County, personally appeared Mitchel Pedersen and Brandi Pedersen, husband and wife, to me personally known to be the identical persons whose signatures are affixed hereto, and they did acknowledge the execution thereof to be his and her voluntary act and deed.

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

My commission expires _____.

Notary Public

(SEAL)

APPROVALS

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

Chairman

Date

Approved and accepted by the City of Grand Island, Nebraska, this _____ day of _____, 2018.

Mayor

City Clerk

B AND M ESTATES SUBDIVISION
IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA
BENJAMIN & ASSOCIATES, INC. - ENGINEERS & SURVEYORS - GRAND ISLAND, NEBRASKA

SHEET 2 OF 2



City of Grand Island

Tuesday, July 24, 2018

Council Session

Item G-11

#2018-216 - Approving Agreement with Nebraska Department of Transportation (NDOT) for Improving US Highway 30 in Grand Island

Staff Contact: John Collins, P.E. - Public Works Director

Council Agenda Memo

From: Keith Kurz PE, Assistant Public Works Director

Meeting: July 24, 2018

Subject: Approving Agreement with Nebraska Department of Transportation (NDOT) for Improving US Highway 30 in Grand Island

Presenter(s): John Collins PE , Public Works Director

Background

The Nebraska Department of Transportation (NDOT) is preparing plans for improvements to US Highway 30 from just west of Monitor Road east to the existing four-lane divided section west of the US-281/N-2/US-30 interchange in Grand Island for a distance of 3.4 miles, with the City cost sharing on the portion within City limits.

All agreements must be approved by the City Council.

Discussion

The improvements to US Highway 30 consist of the following:

- Two 12-foot wide driving lanes will be constructed for eastbound and westbound traffic separated by a 40-foot wide depressed median west of Engleman Road and a 30-foot wide raised median east of Engleman Road. The improvements will include 10-foot wide outside shoulders of which 8-feet will be surfaced and 3-foot wide surfaced inside shoulders.
- US-30 and Claude Road intersection will have $\frac{3}{4}$ access, which will restrict some left turn movements. This is due to the proximity of the Claude Road intersection to the US-30 and US-281 interchange ramps.
- Due to the relocation of US-30, side roads will be realigned as necessary.

The City of Grand Island has requested that the State include the following work in the project, as stated in the program agreement:

- Median street lighting from the Engleman Road intersection to the east end of the project and intersection lighting at the intersection of US-30 and Monitor Road.
- Pedestrian underpass which includes grading for a 3.5-foot grade raise in the highway profile, for a future recreational trail. The underpass will be closed to pedestrians until the City's recreational trail is constructed.

- Twin 36” culverts in conjunction with pedestrian underpass to accommodate a crossing of City’s future Moores Creek drainage way.
- Additional twin 36” culverts to accommodate future Moores Creek drainage way.

The total cost of work within City limits is currently estimated to be \$28,177,783.78 with the City’s share at \$2,775,764.00. The actual cost is likely to be greater than the preliminary estimates as details of design are further developed. The agreement is attached for further review.

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 a resolution authorizing the Mayor to sign the agreement.

Sample Motion

Move to approve authorization for the Mayor to sign the agreement.

MUNICIPALITY PROGRAM AGREEMENT **STATE PROJECTS**

STATE OF NEBRASKA, DEPARTMENT OF TRANSPORTATION
CITY OF GRAND ISLAND
PROJECT NO. S-30-4(1046)
CONTROL NO. 41704
IMPROVING HIGHWAY US-30 IN GRAND ISLAND

THIS AGREEMENT is between City Grand Island, a municipal corporation of the State of Nebraska ("Municipality"), and State of Nebraska, Department of Transportation ("State"), collectively referred to as the "Parties".

WITNESSETH:

WHEREAS, State intends to improve a portion of State Highway US-30 at the location as shown on Exhibit "A" attached, which includes a portion of US-30 on a new alignment; and

WHEREAS, State intends that the improvement be developed and constructed under the designation of Project No. S-30-4(1046); and

WHEREAS, State will be acquiring access control rights throughout the entire project, to protect its investment for future capacity.

WHEREAS, at the completion of the project, the existing US-30 within the corporate limits, as shown on Exhibit "A", will be relinquished to the Municipality which will be outlined in a separate agreement between State and Municipality; and

WHEREAS, the improvement is located within the designated urban area of Grand Island, Nebraska, and funds administered by State have been made available for the construction of improvements such as this; and

WHEREAS, Municipality has plans for a future drainage way that will cross relocated US-30 in 3 locations and a multi-use trail, and

Project No. S-30-4(1046)
Control No. 41704
Improving Highway US-30 in Grand Island

Page 1 of 15

Template T-AGR-20 Revised Special

WHEREAS, Municipality has requested State expand its project to include work solely for the benefit of Municipality, described in Section 2, below, to be accomplished at Municipality's cost; and

WHEREAS, the project work within the corporate limits is described in Section 2, below, and

WHEREAS, Federal Regulations provide that Municipality shall not profit or otherwise gain from local property assessments that exceed Municipality's share of project costs; and

WHEREAS, City Council has authorized the Mayor to sign this Agreement, as evidenced by the Resolution of City Council, attached as Exhibit "B"; and

WHEREAS, Parties intend that this Agreement describe certain rights, duties and responsibilities applicable to this project.

NOW THEREFORE, in consideration of these facts and the mutual promises of the Parties hereto, the Parties agree as follows:

SECTION 1. DURATION OF THE AGREEMENT

1.1 Effective Date -This Agreement is effective immediately on the date it is fully executed by the Parties. The City Council has authorized the Mayor to sign this Agreement, as evidenced by the Resolution of City Council, attached as Exhibit "B" and incorporated herein by this reference.

1.2 Renewal, Extension or Amendment -This Agreement may be renewed, extended or amended by mutual agreement or as otherwise provided herein.

1.3 Identifying Date - For convenience, this Agreement's identifying date will be the date the State signed the Agreement.

1.4 Duration - This Agreement will remain in full force and effect for future responsibilities of Municipality described herein, such as for parking, encroachments and maintenance, unless such responsibilities have been rescinded by State. State will treat the remainder of this Agreement as inactive upon the happening of either (1) the waiver of an audit review, or (2) the final completion of an audit review by the State or its authorized representative and the resolution of all issues identified in the audit report.

1.5 Termination - Further, State reserves the right to terminate the Agreement as provided herein.

Project No. S-30-4(1046)
Control No. 41704
Improving Highway US-30 in Grand Island
Template T-AGR-20 (rev. 2-1-18)

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SECTION 2. DESCRIPTION OF THE WORK WITHIN THE CORPORATE LIMITS

- 2.1 The Parties agree State will develop plans and specifications and cause the project to be constructed at the location shown on Exhibit "A", attached and incorporated herein by this reference; in accordance with plans and specifications and the provisions of this Agreement.
- 2.2 The improvements begin at R.P 308+84 and ends at R.P 312+55. The highway enters the west corporate limits at R.P. 311+93 and proceeds east ending at R.P. 312+55. Generally, the improvements to be constructed with this project include the following:
 - 2.2.1 Two 12-foot wide driving lanes will be constructed for eastbound and for westbound traffic separated by a 40-foot wide depressed median west of Engleman Road and 30-foot wide raised median east of Engleman Road. The improvements will include a 10-foot wide outside shoulders of which 8 feet will be surfaced, and 3-foot wide surfaced inside shoulders. The majority of the construction will be on new alignment as depicted on Exhibit "A".
 - 2.2.2 New structures will be constructed with the project where necessary.
 - 2.2.3 Left-turn movements at the intersection of US-30 and Claude Road will be prohibited from Claude Road with the construction of a $\frac{3}{4}$ access raised median. This is due to the proximity of the Claude Road intersection to the US-30 and US-281 interchange ramps.
 - 2.2.4 Due to the relocation of US-30, side roads will be realigned as necessary.
- 2.3 Municipality has requested that the following improvements be added to the project at Municipality's cost:
 - 2.3.1 Median street lighting from the Engleman Road intersection to the east end of the project and intersection lighting at the intersection of Hwy-30 and Monitor Road
 - 2.3.2 12'x10'x177' pedestrian underpass at R.P. 311+70, which includes grading for a 3.5 foot grade raise in the highway profile, for a future recreational trail. The underpass will be closed to pedestrians until Municipality's multi-use trail is constructed.

- 2.3.3 Twin 36" RCP in conjunction with pedestrian underpass at R.P. 311+70 to accommodate a crossing of Municipality's future Moore's Creek drainage way
- 2.3.4 Twin 36" RCP at R.P. 310+20 to accommodate a crossing of Municipality's future Moore's Creek drainage way. This will be in conjunction with equalizer pipe at the same location which is at no cost to the Municipality.

SECTION 3. STATE RESPONSIBILITIES

State shall:

- 3.1 Prepare at its sole discretion, plans and specifications for State's proposed subject project. State will deliver these plans and specifications to Municipality prior to construction. State has sole authority to modify the plans or specifications as necessary to complete the proposed improvements.
- 3.2 Acquire all property rights for Right of Way (ROW) for the project that will not be acquired by Municipality.
- 3.3 Advertise and conduct a letting and receive bids on the proposed improvement. State has the sole authority to determine, and award the contract to, the lowest responsible bidder. State shall sign the construction contract.
- 3.4 Supervise and cause completion of the construction of the improvement as shown in the construction contract documents and modifications thereto. State has sole authority to execute any contractor change orders-supplemental agreements required for construction of the project within Municipality's corporate limit. State will notify the Municipality of any contractor change orders-supplemental agreements that increase Municipality's cost.
- 3.5 Reimburse, when applicable, Municipality for the nonbetterment relocation of municipally owned utility facilities as provided in SECTION 10. UTILITY RELOCATION WORK.

SECTION 4. MUNICIPALITY RESPONSIBILITIES.

Municipality shall, with respect to the portion of the project within its corporate limits, and at no cost to State:

- 4.1 Regulate, to the extent Municipality has authority to do so, all future development and use of property adjoining the public ROW as described in SECTION 6. MUNICIPALITY'S DUTIES AND RIGHTS REGARDING RIGHT OF WAY.

- 4.2 Require that all future entrances from private property to the highway ROW within the limits of this project receive approval of the Director-State Engineer, Department of Transportation or authorized representative, pursuant to Neb. Rev. Stat. § 39-1332 prior to Municipality approval or Municipality issuing a building permit for the site.
- 4.3 Cause the removal of all advertising signs from the existing highway ROW. Municipality also agrees to cause the removal from the existing highway ROW of other privately owned encroachments, facilities, objects, structures, or things, and to keep the existing and new highway ROW free of future encroachments, facilities, objects, structures, or things, except those authorized by permit from Municipality and approved by State and Federal Highway Administration.
- 4.4 Comply with, for project work performed by Municipality, the provisions of the Nebraska Fair Employment Practices Act, Neb. Rev. Stat. §§ 48-1101 - 48-1126, and all regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49 CFR, Parts 21 and 27, as set forth in the SECTION 17. TITLE VI NONDISCRIMINATION CLAUSES.
- 4.5 Perform the present and future duties assigned to Municipality under this Agreement at its sole cost except when costs are specifically reimbursable under this Agreement.
- 4.6 Obtain approval of State, with Federal Highway Administration concurrence, prior to making or causing changes in the roadway geometrics, either during project construction or after the project is completed. Changes that require prior approval include but are not limited to: access control, driveways, median breaks, parking restrictions or any other traffic control items.
- 4.7 Amend ordinances, as necessary, to establish pavement or ground elevations shown in the plans when proposed construction involves a change in elevations established by a pre-existing ordinance.
- 4.8 If the Municipality procures consultant services for preliminary engineering and construction engineering for nonbetterment rehabilitation of municipally owned and operated utilities by the Municipality, the Municipality agrees to comply with Chapter 4 of the "Nebraska Department of Transportation LPA Guidelines Manual for Federal-Aid Projects".

- 4.9 As part of State's project, State was required by law to construct Municipal Separate Storm Sewer System ("MS4") facilities in accordance with State's MS4 Program. State's MS4 Program may be found in Chapter 3 of the Drainage Design and Erosion Control Manual at: <https://dot.nebraska.gov/media/9990/a-drainage-design-and-erosion-control-manual.pdf>. After construction, and in accordance with Neb.Rev.Stat. § 39-1339, Municipality will be obligated to identify all applicable MS4 maintenance requirements, and operate and maintain all MS4 components constructed with this project. Municipality agrees to maintain all MS4 components in accordance with State's MS4 Program. Attached hereto as Exhibit "C", incorporate herein by this reference, is a listing of MS4 facilities to be constructed with this project. Municipality shall follow the Chapter 3 maintenance requirements for those facilities. Municipality may seek State's approval for Municipality to use Municipality's MS4 maintenance guidance or requirements, if applicable.

SECTION 5. CONSTRUCTION SCHEDULE

State will determine the construction schedule for this project.

SECTION 6. MUNICIPALITY'S DUTIES AND RIGHTS REGARDING RIGHT OF WAY

- 6.1 Encroachments: Municipality and State will cooperate to cause the removal of encroachments from public ROW, or correction or alteration in the public ROW, as necessary for the construction of the aforesaid project.
- 6.2 Adjacent Development: Municipality understands that State highway ROW shall be held inviolate for State highway purposes pursuant to Neb. Rev. Stat. § 39-1359, and no physical or functional encroachments, structures, or uses shall be permitted within such right-of-way limits, except by written consent of State. Municipality will regulate, to the fullest extent allowed by law, the private or non-transportation related public development of property adjoining the public ROW to prevent future encroachment or uses of the public ROW, except by written consent of State. Municipality shall not issue a building permit for an adjacent property which requires work on the state highway right of way unless State has given advanced written approval of the proposed plans.
- 6.3 Special Assessments: Municipality shall not use special assessments to defray Municipality's costs under this Agreement unless Municipality has received, in advance, written consent from State's Right of Way Division Manager.

SECTION 7. ROADWAY LIGHTING SYSTEM

The roadway lighting system includes the continuous lighting system from Engleman Road intersection to the east project limits, and the intersection lighting and the US-30 and Monitor Road intersection. Lighting conduit and junction boxes will be installed with the pedestrian undercrossing as part of the project. Municipality will provide the lighting fixtures and other appurtenances at a future time.

- 7.1 Ownership: The project roadway lighting system is the property of State. The lighting system for the pedestrian undercrossing will be the property of Municipality.
- 7.2 Electrical Energy: Municipality shall, without any cost to State, provide and pay for the electrical energy for all the luminaires of the roadway lighting system and the pedestrian undercrossing to be constructed as a part of this project, including the electrical energy which may be required during the construction period of the project for lamp stabilization, luminaire adjustment, and system testing. Municipality shall provide electrical energy to maintain a uniform and constant light level for dusk-to-dawn lighting, for the length of the continuous lighting system from Engleman Road intersection to the project limits.
- 7.3 Repair and Maintenance Responsibilities: Municipality shall be responsible for the inspection, maintenance, and repair of the roadway lighting system and pedestrian undercrossing, at Municipality's cost. Municipality's duties shall include, but are not limited to, the following:
- repair or replacement of all defective and burned out lamps;
 - routine cleaning of luminaires; and
 - repair or replacement of any part of the roadway lighting system.
- 7.4 Right to Recoup Costs: Municipality shall be responsible for collecting from the responsible party all Municipality's costs for repairing damage to the lighting system.
- 7.5 Specifications and Standards: Municipality agrees that repair or replacement parts furnished by Municipality in the maintenance or repair of the roadway lighting system shall comply with State specifications and standards.
- 7.6 Modifications: Municipality shall not make, or allow to be made, modifications to the roadway lighting systems without the written consent of State.

SECTION 8. TRAFFIC SIGNAL EQUIPMENT

This section has intentionally been left blank

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SECTION 9. PERMISSION TO USE STATE RIGHT OF WAY.

State hereby grants to Municipality permission to use the State ROW in the vicinity where roadway lighting system will be constructed, for ingress and egress for the purpose of operating, inspecting, repairing and maintaining the roadway lighting system in accordance with this Agreement. Municipality further agrees to comply with SECTION 12. TRAFFIC CONTROL

SECTION 10. UTILITY RELOCATION WORK

10.1 Overview

The Parties understand that existing Municipality and non-Municipality owned utility facilities may conflict with State's project. State will enter into a separate agreement(s) to establish the roles, duties, and financial responsibilities for the necessary relocation of utility facilities.

10.2 State Highway Right-of-Way

Municipality shall obtain a permit from the State for utility relocation work that occupies State Highway ROW.

SECTION 11 MUNICIPALITY'S FINANCIAL RESPONSIBILITIES.

Municipality's cost of this project will be the sum of the following:

- 100% of the cost of work requested by Municipality as described in Section 2.4 (Section 11.1)
- 20% of all other costs of the project within the corporate limits (Section 11.2), including costs incurred to date and future costs

State's preliminary estimate of Municipality's cost is \$2,775,764, but Municipality's actual cost is likely to be greater than the preliminary estimate as the details of design are further developed. Municipality shall bear its own costs performing its duties under this Agreement.

11.1 Municipality's Requested Work: Municipality has requested that State's project be expanded to include the following. Municipality shall pay 100% of the cost of this additional work including, but not limited to the costs for: preliminary engineering, construction, construction engineering.

11.1.1 Preliminary Engineering \$28,345 (Lump Sum)

11.1.2 Construction

\$733,198

The actual cost of construction is calculated by multiplying unit prices by final quantities for this work. Unit prices and final quantities may be different than bid prices and estimated quantities as a result of field measurement and the contractor change order-supplemental agreement process. The breakdown of construction costs are as follows:

- Continuous lighting along the raised median from the Engleman Road intersection to the Grand Island West Corporate limits (R.P. 311+93) and the HYW 30 intersection with Monitor Road.

Currently estimated to be \$150,000

- 12'x10'x177' pedestrian underpass for multi-use trail, at R.P. 311+70, which includes grading for a 3.5 foot grade raise in the highway profile. The pedestrian underpass to include an electrical system with lighting and occupancy sensors.

Currently estimated to be \$344,518

- Twin 36" RCP in conjunction with pedestrian underpass at R.P. 311+70 to accommodate a crossing of Municipality's future Moore's Creek drainage way and
Twin 36" RCP at R.P. 310+20 to accommodate a crossing of Municipality's future Moore's Creek drainage way. This will be in conjunction with equalizer pipe at the same location which is at no cost to the Municipality.

Culverts are currently estimated to be \$238,680

11.1.3 Construction Engineering

Municipality's construction engineering cost for this work added to project at its cost is calculated by dividing the Municipality's construction cost, as calculated in 11.1.2, by the project's total construction cost and multiply the result by project's total construction engineering cost.

Currently estimated to be \$36,758

TOTAL cost of Municipality requested work equals \$798,301

11.2 Cost of the project within the corporate limits: Municipality will pay 20% of the costs of the part of the project that is located within Municipality's corporate limits, less the costs calculated in Section 11.1. The cost of work within Municipality corporate limits less what was calculated in 11.1 is currently estimated to be \$9,887,314 with Municipality's 20% share \$1,977,463. This includes, but is not limited to, the costs for: preliminary engineering, construction, construction engineering, acquisition of property rights, and the non-betterment utilities relocation.

11.3 Calculation of Municipality costs: Prior to the following calculations, the costs for preliminary engineering, construction, and construction engineering associated with work accomplished under Section 11.1 shall be deducted from the total project costs within the corporate limits. State shall calculate Municipality's project cost as follows:

11.3.1 Preliminary Engineering. Divide the Municipality's construction cost, as calculated in 11.3.2, by the project's total construction cost and multiply the result by project's total preliminary engineering cost. Municipality's 20% share of the preliminary engineering is estimated to be \$163,095.

11.3.2 Municipality's Construction Cost. The actual cost of construction for work within the corporate limits is calculated by multiplying unit prices by final quantities for work within the corporate limits. Unit prices and final quantities may be different than bid prices and estimated quantities as a result of field measurement and the contractor change order-supplemental agreement process. Municipality's 20% share of the construction cost is estimated to be \$1,210,653.

11.3.3 Construction Engineering. Divide the Municipality's construction cost, as calculated in 11.2.2, by the project's total construction cost and multiply the result by project's total construction engineering cost. Municipality's 20% share of the construction engineering is estimated to be \$60,695.

11.3.4 Acquisition of Property Rights. 20% of the actual acquisition costs for the project within the corporate limits. Municipality's 20% share of right-of-way is estimated to be \$508,600.

11.3.5 Utilities. 20% of eligible costs to relocate utility facilities that must be relocated in order to construct the project within Municipality's corporate limits. This is currently estimated as a percentage of construction cost (2.84%) and is currently estimated to be \$172,103. Municipality's 20% share of the utilities is estimated to be \$34,421. Municipality shall be responsible for 100% of the non-eligible cost for relocation of Municipal utility facilities. State shall determine what utility work is an eligible cost. State will enter into a separate agreement(s) to establish the roles, duties, and financial responsibilities for the necessary relocation of utility facilities.

11.4 Payment by Municipality:

11.4.1 At times determined by the State, and after execution of this Agreement, the State will invoice the Municipality for some or all of Municipality's cost share of the State-incurred preliminary engineering project costs.

11.4.2 Upon award of the construction contract, State will invoice Municipality for \$897,590, which is the sum of outstanding Municipality cost for preliminary engineering, right of way, utility and approximately one month's advance of Municipality's share of the construction costs, and will bill the Municipality thereafter in the amount of Municipality's share of the contractor's progress estimates. Municipality shall pay State within 30 calendar days of receipt of invoice from State. The final settlement between State and Municipality will be made following final audits and when the final costs have been determined by State.

SECTION 12. TRAFFIC CONTROL

12.1 All traffic control devices will conform to the latest approved edition of the Manual on Uniform Traffic Control Devices and Nebraska Supplements thereto.

12.2 If Municipality is to perform or contract for any work on the state highway within the project limits, Municipality will develop a traffic control plan related to that work. The plan will be provided to State's Project Manager for review and acceptance. Municipality will provide, operate and maintain Municipality's traffic control devices in accordance with its accepted traffic control plan.

- 12.3 Municipality's work must comply with all traffic safety regulations, including those prescribed in the latest approved edition of the Manual of Uniform Traffic Control Devices and the Nebraska Supplement thereto. Municipality shall use caution when working in State ROW.

SECTION 13. PLANS AND SPECIFICATIONS

The plans and specifications for this project will be on file in the Lincoln central headquarters office of the Nebraska Department of Transportation.

SECTION 14. TERMINATION

State has the sole discretion to suspend the work in part or in whole or to terminate this Agreement; such action on its part will in no event be deemed a breach of this Agreement by State. State will provide written notification to Municipality of such suspension or termination. Upon receipt of such notice Municipality will document in writing and submit to State the costs Municipality has incurred completing work under this Agreement prior to receipt of the notification from State. State in its sole discretion shall determine which of the costs submitted by Municipality are reimbursable by State. State shall notify Municipality in writing of such determination. Upon receipt of determination, Municipality will submit an invoice to State for the amount determined to be reimbursable.

SECTION 15. FAIR EMPLOYMENT PRACTICES ACT

Municipality agrees to abide by the Nebraska Fair Employment Practices Act, as provided by Neb.Rev.Stat. 48-1101 through 48-1126.

SECTION 16. DISADVANTAGED BUSINESS ENTERPRISES

- 16.1 Policy: Municipality and State further agree to ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement.
- 16.2 Disadvantaged Business Enterprises Obligation: Municipality and State further agree to ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, Municipality shall take all necessary and reasonable steps in accordance with

49 CFR Part 26 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. Municipality shall not discriminate on the basis of race, color, sex, age, disability, or national origin in the award and performance of FHWA assisted contracts.

Municipality acting as a sub-recipient of Federal-aid funds on this project agrees to adopt the Nebraska Disadvantaged Business Enterprise Unified Certification Program for the Federal-aid contracts Municipality executes on this project.

Failure of Municipality to carry out the requirements set forth above on any work performed by Municipality shall constitute breach of contract and, after the notification of the FHWA, may result in termination of the agreement or contract by State or such remedy as State deems appropriate.

SECTION 17. TITLE VI NONDISCRIMINATION CLAUSES

During the performance of this agreement, the Municipality, for itself, its assignees and successors in interest agrees as follows:

- 17.1 Compliance with Regulations:** The Municipality shall comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Parts 21 and 27, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this agreement.
- 17.2 Nondiscrimination:** The Municipality, with regard to the work performed by it after award and prior to completion of the contract work, shall not discriminate on the basis of race, color, sex, age, religion, disability, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Municipality shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix "A," "B," and "C" of Part 21 of the Regulations.
- 17.3 Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the Municipality for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the Municipality

of the Municipality's obligations under this agreement and the Regulations relative to nondiscrimination on the basis of race, color, sex, age, religion, disability, or national origin.

17.4 Information and Reports: The Municipality shall provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by State or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Municipality shall so certify to State, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.

17.5 Sanctions for Noncompliance: In the event of the Municipality's noncompliance with the nondiscrimination provisions of this agreement, State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including but not limited to:

- (a) Withholding of payments to the Municipality under this agreement until the Municipality complies, and/or
- (b) Cancellation, termination or suspension of this agreement, in whole or in part.

17.6 Incorporation of Provisions: The Municipality shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Municipality shall take such action with respect to any subcontract or procurement as State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Municipality may request State to enter into such litigation to protect the interests of State, and in addition, the Municipality may request the United States to enter into such litigation to protect the interests of the United States.

SECTION 18. ENTIRE AGREEMENT

This Agreement, including all exhibits and documents incorporated or included herein, constitutes the entire agreement of the Parties. This Agreement supersedes all communications, representations, understandings, either oral or written hereto, leading up to this Agreement. Any existing written agreements between the Parties remain in effect, except the language of this Agreement governs over conflicting language of an existing written agreement.

IN WITNESS WHEREOF, the Parties hereby execute this Agreement pursuant to lawful authority as of the date signed by each party.

EXECUTED by Municipality this ____ day of _____, 2018.

WITNESS:

CITY OF GRAND ISLAND

City Clerk

Mayor

EXECUTED by State this ____ day of _____, 2018.

STATE OF NEBRASKA
DEPARTMENT OF TRANSPORTATION
Michael H. Owen, P.E.

Roadway Design Engineer

RECOMMENDED:
Wesley Wahlgren, P.E.

District 4 Engineer

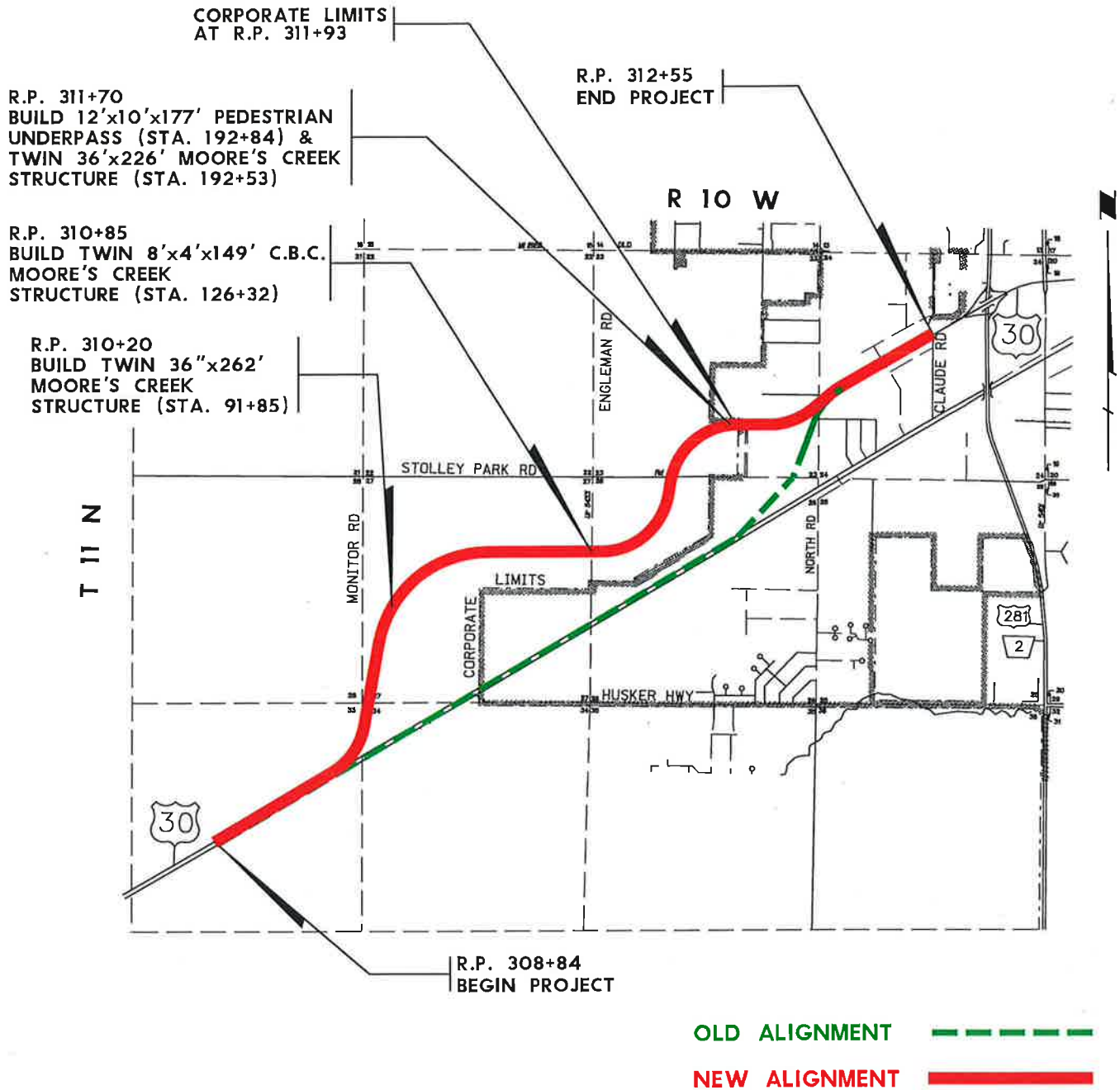
Date

Project No. S-30-4(1046)
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Improving Highway US-30 in Grand Island
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GRAND ISLAND

HALL COUNTY
NEBRASKA



30-4(1046)

C.N. 41704

EXHIBIT "A"

NDOR Recommendations for Projects Incorporating Municipal Separate Storm Sewer System (MS4) Components

NDOR will coordinate the Municipal Separate Storm Sewer System (MS4) design components to be constructed as a part of this project with Municipal representatives. MS4 components are a part of the storm sewer system for which the Municipality, under Nebraska Revised Statute, is responsible to operate, maintain, and repair.

It is NDOR's recommendation that storm water inlets, diversion structures, manholes, underdrains and outlets be inspected and maintained on a regular basis. NDOR recommends the following as a suggested schedule for maintenance of the MS4 components.

Maintenance and Inspection Performed Quarterly or Following Major Rainfall Events:

MS4 inlets and manholes should be inspected each quarter or within two days after a major rainfall event (½ inch or greater) or snow melt event to ensure the inlets and manhole drain water is not visible at or above the surface of the filter bed. If water is visible at or above the surface of the filter bed, an investigation to determine cause should occur, and in the event that the media is restricting flow, it should be cleaned.

Periodic Maintenance and Inspection

The MS4 components should be inspected and, if necessary, maintained on a quarterly basis for the first year following completion of construction. The frequency of inspections may be reduced to an annual basis following the first year. Frequency of inspection should be established based on the results of the previous inspections. Sediment and trash build up should be kept to less than six inches on top of the filter media. The following are suggested inspection activities:

- Inspect MS4 inlets and manhole for trash and debris at the inlets, outlet and any diversion structure and remove accumulated trash and debris as needed.
- Inspect MS4 inlets and manhole for sediment buildup on the filter bed surface and remove the sediment when the depth exceeds 6 inches.
- Inspect for any damage, cracking or deterioration of concrete and repair as needed.

Maintaining Water Level Below the Surface of Filter Bed

In the event that an inlet or manhole, when cleaned of sediment and debris, fails to drain water below the surface of the filter bed, the Municipality should consider removal and replacement of gravel filter bed and cleanout of the 6" drain pipe.

EXHIBIT "C"

Sheet 1 of 2

MS4 Water Quality Components Proposed as a part of this Project:

- Forebays
- **Semi-Annually (Through First Two Years From End of Construction)**
- Inspection includes:
 - Inspect forebay for any surface ponding or indicators that water has ponded for an extended period of time.
 - Semi-annually, check forebay 3 days (72 hours) after a major rainfall event (greater than ½") to ensure drainage of the basin.
 - Inspect forebay for a water surface elevation that is consistently lower than design permanent pool elevation. If so, investigate to determine the cause (such as inflow, drought, or excessive seepage).
 - Inspect forebay to ensure there is a dense, uniform stand of the intended vegetation. Consider reseeding if needed.
 - Remove and properly dispose of cuttings from the extended dry detention basin.
 - Mow grass to control weeds.
 - o Mow grass to a height not less than 6 inches.
 - o Do not let the weeds get over the 12-inch maximum height before mowing.
 - Inspect forebay for erosion and damage by equipment or vehicles. Repair as needed.
 - Inspect forebay for sediment buildup on the bottom of the basin. Remove sediment when 50% of capacity is lost (approximately 5 years).
 - Inspect the forebay, inlets, and stone weeper/riprap covered embankments for trash and debris, erosion, sediment buildup, and structural damage. Repair as needed.
 - Inspect and maintain pretreatment stormwater BMPs in accordance with their respective design guidelines.
- **Annually (After First Two Years From End of Construction)**
- Inspection includes:
 - Inspect forebay for any surface ponding or indicators that water has ponded for an extended period of time.
 - Annually, check forebay 3 days (72 hours) after a major rainfall event (greater than 1/2") to ensure drainage of the basin.
 - Inspect forebay to ensure there is a dense, uniform stand of the intended vegetation. Consider reseeding if needed.
 - Mow grass to control weeds.
 - o Mow grass to a height not less than 6 inches.
 - o Do not let the weeds get over the 12-inch maximum height before mowing.
 - o Remove and properly dispose of cuttings from the infiltration basin.
 - Inspect forebay for sediment buildup on the bottom of the basin. Remove sediment when 50% of capacity is lost (approximately 5 years).
 - Inspect the forebay, inlets, and stone weepers/riprap covered embankments for trash and debris, erosion, sediment buildup, and structural damage. Repair as needed.
 - Inspect and maintain pretreatment stormwater BMP's in accordance with their respective design guidelines.

EXHIBIT "C"

Sheet 2 of 2

RESOLUTION 2018-216

WHEREAS, the Nebraska Department of Transportation improving US Highway 30 from just west of Monitor Road east to the existing four-lane divided section west of the US-281/N-2/US-30 interchange in Grand Island for a distance of 3.4 miles; and

WHEREAS, such improvements shall consist of:

- Two 12-foot wide driving lanes constructed for eastbound and westbound traffic separated by a 40-foot wide depressed median west of Engleman Road and a 30-foot wide raised median east of Engleman Road. The improvements will include 10-foot wide outside shoulders of which 8-feet will be surfaced and 3-foot wide surfaced inside shoulders.
- US-30 and Claude Road intersection will have $\frac{3}{4}$ access, which will restrict some left turn movements. This is due to the proximity of the Claude Road intersection to the US-30 and US-281 interchange ramps.
- Due to the relocation of US-30, side roads will be realigned as necessary.

WHEREAS, the City of Grand Island requested the State include the following work in the project, as stated in the program agreement:

- Median street lighting from the Engleman Road intersection to the east end of the project and intersection lighting at the intersection of US-30 and Monitor Road.
- Pedestrian underpass which includes grading for a 3.5-foot grade raise in the highway profile, for a future recreational trail. The underpass will be closed to pedestrians until the City's recreational trail is constructed.
- Twin 36" culverts in conjunction with pedestrian underpass to accommodate a crossing of City's future Moores Creek drainage way; and
- Additional twin 36" culverts to accommodate future Moores Creek drainage way.

WHEREAS, this project is to be constructed with a cost share from the City of Grand Island, currently estimated at \$2,775,764.00; and

WHEREAS, an agreement with the Nebraska Department of Transportation is required to proceed with this project.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the agreement with the Nebraska Department of Transportation for the improvements to US Highway 30 is hereby approved.

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

- - -

Approved as to Form July 20, 2018	<input checked="" type="checkbox"/> _____ City Attorney
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Adopted by the City Council of the City of Grand Island, Nebraska, July 24, 2018.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, July 24, 2018

Council Session

Item G-12

#2018-217 - Approving Acquisition of Public Utility Easements in Bosselman Brothers Subdivision (Parcel No. 400023946- CIK Investments, LLC) & Bosselman Brothers Second Subdivision (Parcel No. 400023903 & 400023911- Central Nebraska Truck Wash, Inc.)

This item relates to the aforementioned Public Hearing item E-5.

Staff Contact: John Collins, P.E. - Public Works Director

RESOLUTION 2018-217

WHEREAS, public utility easements are required by the City of Grand Island, from the property owners of Parcel No. 400023946, 400023903 and 400023911, City of Grand Island, Hall County, Nebraska and more particularly described as follows:

Parcel No. 400023946-

COMMENCING AT THE SOUTHWEST CORNER OF LOT 13, BOSSELMAN BROTHERS SUBDIVISION; THENCE ON AN ASSUMED BEARING OF N26°37'10"W, ALONG THE WEST LINE OF SAID LOT 13, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N26°37'10"W, ALONG SAID WEST LINE, A DISTANCE OF 29.77 FEET; THENCE N84°33'25"E A DISTANCE OF 82.49 FEET TO A POINT ON THE NORTH LINE OF AN EXISTING 40' UTILITY AND ACCESS EASEMENT; THENCE S63°24'12"W, ALONG SAID NORTH LINE OF SAID EXISTING 40' UTILITY AND ACCESS EASEMENT, A DISTANCE OF 76.92 FEET TO THE POINT OF BEGINNING. SAID UTILITY EASEMENT CONTAINS A CALCULATED AREA OF 1,145 SQUARE FEET OR 0.03 ACRES MORE OR LESS.

Parcel No. 400023903 & 400023911-

COMMENCING AT THE NORTHEAST CORNER OF LOT 1, BOSSELMAN BROTHERS SECOND SUBDIVISION; THENCE ON AN ASSUMED BEARING OF S63°21'08"W, ALONG THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 3.04 FEET TO THE POINT OF BEGINNING; THENCE N01°14'57"W, ALONG AN EXISTING 38' UTILITY AND ACCESS EASEMENT, A DISTANCE OF 14.95 FEET; THENCE N84°33'25"E A DISTANCE OF 223.76 FEET TO A POINT ON THE EAST LINE OF LOT 2, BOSSELMAN BROTHERS SECOND SUBDIVISION; THENCE S26°37'10"E, ALONG SAID EAST LINE OF SAID LOT 2, A DISTANCE OF 32.17 FEET; THENCE S84°33'25"W A DISTANCE OF 237.58 FEET TO A POINT ON AN EXISTING 38' UTILITY AND ACCESS EASEMENT; THENCE N01°14'57"W, ALONG SAID EXISTING 38' UTILITY AND ACCESS EASEMENT, A DISTANCE OF 15.13 FEET TO THE POINT OF BEGINNING. SAID UTILITY EASEMENT CONTAINS A CALCULATED AREA OF 6,920 SQUARE FEET OR 0.16 ACRES MORE OR LESS.

WHEREAS, an Agreement for the public utility easements has been reviewed and approved by the City Legal Department; and

WHEREAS, there is no cost for the acquisition of such easements.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island be, and hereby is, authorized to enter into the Agreement for the public utility easements on the above described tracts of land.

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

- - -

Approved as to Form	by _____
July 20, 2018	City Attorney

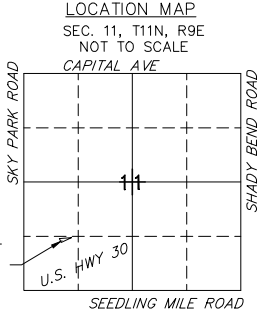
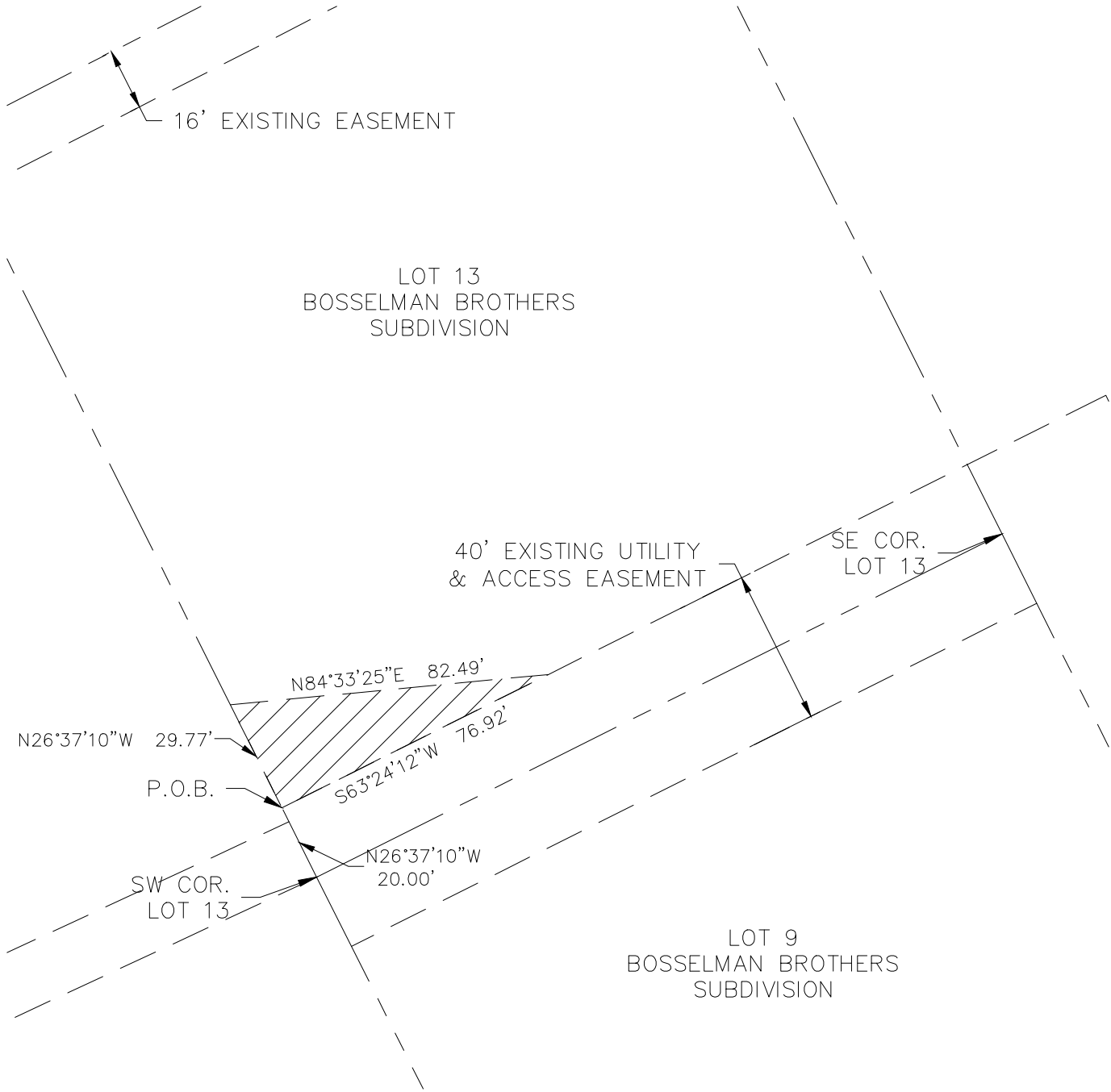
Adopted by the City Council of the City of Grand Island, Nebraska, July 24, 2018.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

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DATE: Jul 02, 2018 9:57am
USER: lwheeler
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LEGEND

- LOT LINE
- - - EXISTING EASEMENT
- /// UTILITY EASEMENT

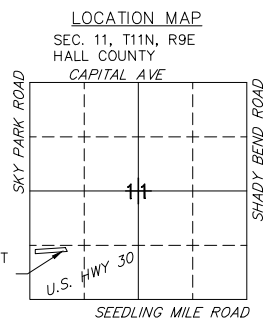
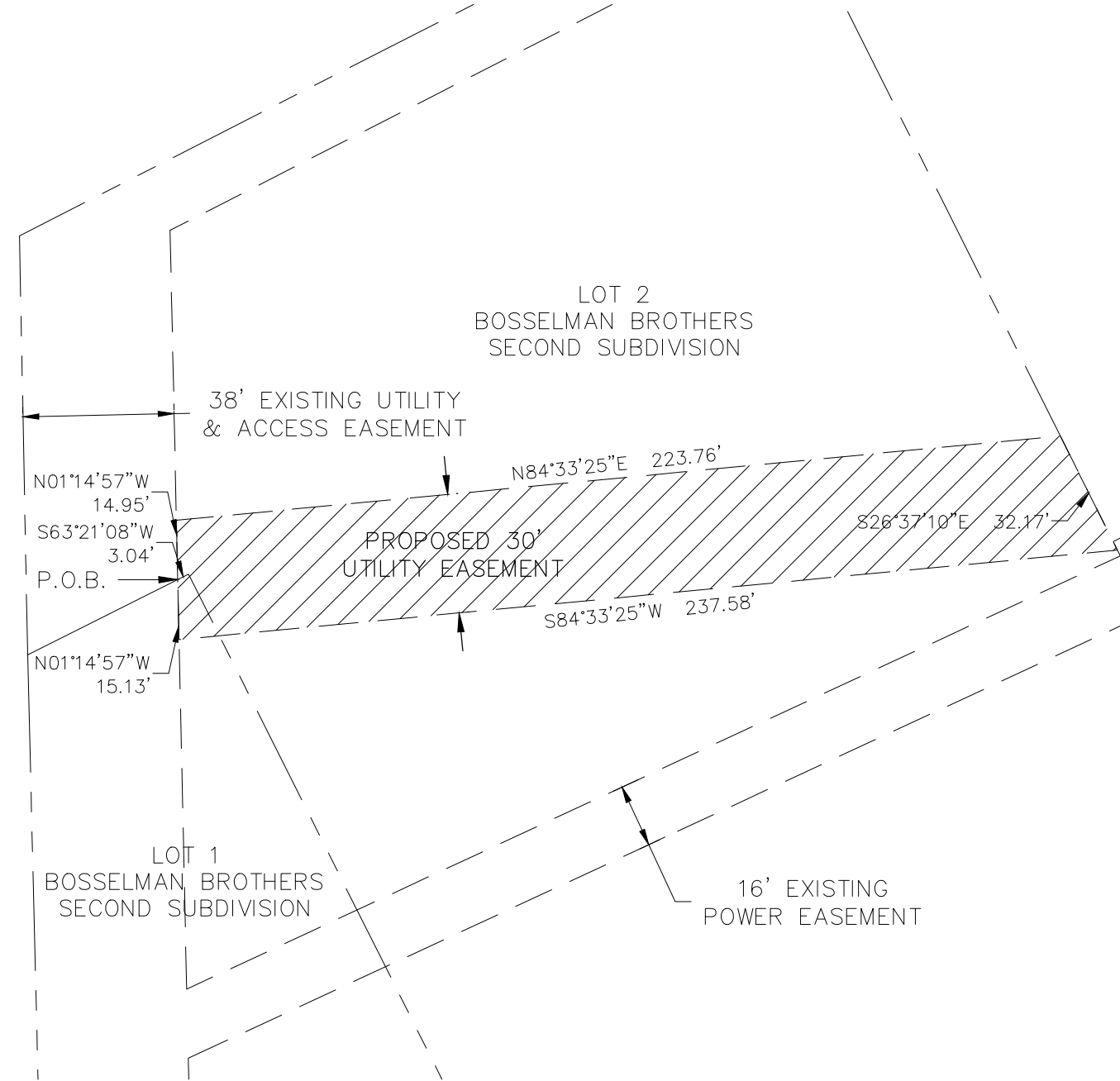
UTILITY EASEMENT DESCRIPTION

AN UTILITY EASEMENT LOCATED IN PART OF LOT 13, BOSSELMAN BROTHERS SUBDIVISION CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 13, BOSSELMAN BROTHERS SUBDIVISION; THENCE ON AN ASSUMED BEARING OF N26°37'10"W, ALONG THE WEST LINE OF SAID LOT 13, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N26°37'10"W, ALONG SAID WEST LINE, A DISTANCE OF 29.77 FEET; THENCE N84°33'25"E A DISTANCE OF 82.49 FEET TO A POINT ON THE NORTH LINE OF AN EXISTING 40' UTILITY AND ACCESS EASEMENT; THENCE S63°24'12"W, ALONG SAID NORTH LINE OF SAID EXISTING 40' UTILITY AND ACCESS EASEMENT, A DISTANCE OF 76.92 FEET TO THE POINT OF BEGINNING. SAID UTILITY EASEMENT CONTAINS A CALCULATED AREA OF 1,145 SQUARE FEET OR 0.03 ACRES MORE OR LESS

PROJECT NO: 2018-0310	UTILITY EASEMENT	 <div>201 East 2nd Street Grand Island, NE 68802-1072 TEL 308.384.8750 FAX 308.384.8752</div>	EXHIBIT
DRAWN BY: LJW			2
DATE: 06/25/2018			

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DATE: Jul 02, 2018 8:52am
USER: lwheeler
XREFS: V_XTP0_70491 c_pbase_80310



LEGEND	
	LOT LINE
	EXISTING EASEMENT
	UTILITY EASEMENT

UTILITY EASEMENT DESCRIPTION

AN UTILITY EASEMENT LOCATED IN PART OF LOTS 1 AND 2, BOSSELMAN BROTHERS SECOND SUBDIVISION CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 1, BOSSELMAN BROTHERS SECOND SUBDIVISION; THENCE ON AN ASSUMED BEARING OF S63°21'08"W, ALONG THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 3.04 FEET TO THE POINT OF BEGINNING; THENCE N01°14'57"W, ALONG AN EXISTING 38' UTILITY AND ACCESS EASEMENT, A DISTANCE OF 14.95 FEET; THENCE N84°33'25"E A DISTANCE OF 223.76 FEET TO A POINT ON THE EAST LINE OF LOT 2, BOSSELMAN BROTHERS SECOND SUBDIVISION; THENCE S26°37'10"E, ALONG SAID EAST LINE OF SAID LOT 2, A DISTANCE OF 32.17 FEET; THENCE S84°33'25"W A DISTANCE OF 237.58 FEET TO A POINT ON AN EXISTING 38' UTILITY AND ACCESS EASEMENT; THENCE N01°14'57"W, ALONG SAID EXISTING 38' UTILITY AND ACCESS EASEMENT, A DISTANCE OF 15.13 FEET TO THE POINT OF BEGINNING. SAID UTILITY EASEMENT CONTAINS A CALCULATED AREA OF 6,920 SQUARE FEET OR 0.16 ACRES MORE OR LESS

PROJECT NO: 2018-0310	UTILITY EASEMENT		201 East 2nd Street Grand Island, NE 68802-1072 TEL 308.384.8750 FAX 308.384.8752	EXHIBIT
DRAWN BY: LJW				1
DATE: 06/25/2018				



City of Grand Island

Tuesday, July 24, 2018

Council Session

Item G-13

#2018-218 - Approving 2018-2019 Community Development Block Grant Annual Action Plan

This item relates to the aforementioned Public Hearing item E-6.

Staff Contact: Amber Alvidrez

RESOLUTION 2018-218

WHEREAS, on August 25, 2015, the City of Grand Island became an Entitlement Community; and

WHEREAS, the United States Department of Housing and Urban Development requires multiple certifications in order to comply with the Community Development Block Grant Program requirements; and

WHEREAS, all grantees are required to develop and submit an Annual Action Plan that list community priorities and funding allocations; and

WHEREAS, the Community Development Division is required to develop and submit an Annual Action Plan every fiscal year with the required documentation to serve under the Entitlement Program.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA that the City of Grand Island, Nebraska is hereby approves and adopts the development of the Community Development Block Grant, 2018-2019 Annual Action Plan; and the Mayor is hereby authorized to sign such certifications on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, July 24, 2018.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	▣ _____
July 20, 2018	▣ City Attorney



City of Grand Island

Tuesday, July 24, 2018

Council Session

Item I-1

**#2018-219 - Consideration of Approving the Site Specific
Redevelopment Plan for CRA Area 21 located at 2030 E. U.S.
Highway 30 (Central Nebraska Truck Wash, Inc.)**

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

Staff Contact: Chad Nabity

RESOLUTION 2018-219

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 2007, 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. 21 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 prepared 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, the City approved the Plan; and

WHEREAS, there has been presented to the City by the Authority for approval a specific Redevelopment Project within the Redevelopment Plan and as authorized in the Redevelopment Plan, such project to be as follows: to construct demolish existing building and construct a cattle pot and truck wash along with all necessary sitework and public infrastructure along with eligible planning expenses and fees associated with the redevelopment project. All redevelopment activities will occur in Grand Island, Hall County, Nebraska; 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 amend the Redevelopment Plan to include the Redevelopment Project described above.

NOW, THEREFORE, be it resolved by the City Council of the City of Grand Island, Nebraska:

Approved as to Form	☐ _____
July 20, 2018	☐ City Attorney

1. The Redevelopment Plan of the City approved for Redevelopment Area No. 21 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 and the Redevelopment Plan, including the Redevelopment Project identified above, is in conformity with the legislative declarations and determinations set forth in the Act; and it is hereby found and determined that (a) the redevelopment project in the plan would not be economically feasible without the use of tax-increment financing, (b) the redevelopment project would not occur in the community redevelopment area without the use of tax-increment financing, and (c) the costs and benefits of the redevelopment project, including costs and benefits to other affected political subdivisions, the economy of the community, and the demand for public and private services have been analyzed by the City and have been found to be in the long-term best interest of the community impacted by the redevelopment project. The City acknowledges receipt of notice of intent to enter into the Redevelopment Contract in accordance with Section 18-2119 of the Act and of the recommendations of the Authority and the Planning Commission.
2. Approval of the Redevelopment Plan is hereby ratified and reaffirmed, as amended by this Resolution, and the Authority is hereby directed to implement the Redevelopment Plan in accordance with the Act.
3. Pursuant to Section 18-2147 of the Act, ad valorem taxes levied upon real property in the Redevelopment Project included or authorized in the Plan which is described above shall be divided, for a period not to exceed 15 years after the effective date of this provision, which effective date shall set by the Community Redevelopment Authority in the redevelopment contract as follows:
 - a. That proportion of the ad valorem tax which is produced by levy at the rate fixed each year by or for each public body upon the Redevelopment Project Valuation (as defined in the Act) shall be paid into the funds of each such public body in the same proportion as all other taxes collected by or for the bodies; and
 - b. That proportion of the ad valorem tax on real property in the Redevelopment Project in excess of such amount, if any, shall be allocated to, is pledged to, and, when collected, paid into a special fund of the Authority to pay the principal of, the interest on, and any premiums due in connection with the bonds, loans, notes or advances of money to, or indebtedness incurred by, whether funded, refunded, assumed, or otherwise, such Authority for financing or refinancing, in whole or in part, such Redevelopment Project. When such bonds, loans, notes, advances of money, or indebtedness, including interest and premium due have been paid, the Authority shall so notify the County Assessor and County Treasurer and all ad valorem taxes upon real property in such Redevelopment Project shall be paid into the funds of the respective public bodies.
 - c. The Mayor and City Clerk are authorized and directed to execute and file with the Treasurer and Assessor of Hall County, Nebraska, an Allocation Agreement and Notice of Pledge of Taxes with respect to each Redevelopment Project.

4. 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, July 24, 2018.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, July 24, 2018

Council Session

Item I-2

**#2018-220 - Consideration of Approving the Semi-Annual Report
by the Grand Island Area Economic Development
Corporation/Citizens Advisory Review Committee on the
Economic Development Program Plan**

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

Staff Contact: Marlan Ferguson, Dave Taylor, EDC President

RESOLUTION 2018-220

WHEREAS, Neb. Rev. Stat. §18-2715(3) and Grand Island City Code §38-5 requires a report by the Citizens Advisory Review Committee to the City Council at least once every six months on its findings and suggestions on the administration of the Economic Development Plan; and

WHEREAS, a public hearing on the report submitted by the Citizens' Advisory Review Committee was held at a regular session of the Grand Island City Council on July 24, 2018; and

WHEREAS, said report gave information about the activities of the past six months that have taken place pursuant to the Economic Development Plan.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the semi-annual report of the Citizens Advisory Review Committee is hereby accepted and approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, July 24, 2018.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
July 20, 2018	☐ City Attorney



City of Grand Island

Tuesday, July 24, 2018

Council Session

Item I-3

#2018-221 - Consideration of Approving Labor Agreement between the City of Grand Island and the Nebraska Public Employees, Local 251 of the American Federation of State, County and Municipal Employees, AFL-CIO (AFSCME)

Staff Contact: Aaron Schmid, Human Resources Director

Council Agenda Memo

From: Aaron Schmid, Human Resources Director

Meeting: July 24, 2018

Subject: Approval of Labor Agreement between the City of Grand Island and the Nebraska Public Employees, Local 251 of the American Federation of State, County and Municipal Employees, AFL-CIO

Presenter(s): Aaron Schmid, Human Resources Director

Background

A combination of nine job classifications in the Parks and Recreations Department and Public Works Department currently work under the conditions outlined in the labor agreement between the City of Grand Island (City) and the Nebraska Public Employees, Local 251 of the American Federation of State, County and Municipal Employees, AFL-CIO (AFSCME). The current labor agreement expires as of midnight September 30, 2018. The City and AFSCME met to negotiate the terms of a new agreement. The negotiations were handled in good faith with both parties focused on a fair contract.

Discussion

The proposed labor agreement will begin October 1, 2018 and run through September 30, 2022. A salary array was mutually conducted as part of the negotiations process. The changes that are proposed were primarily based on comparability studies from the salary array. A summary of changes are listed below and follow the order of the contract:

1. The agreement will be effective October 1, 2018 to September 30, 2022.
2. The contract adds language to address the existing practice of stand-by duty and call-back pay.
3. The contract adds language to specify dates of holidays.
4. The contract modifies language to pay out 35% of accumulated medical leave into a Voluntary Employee Benefits Association (VEBA).
5. Language was amended to remove temporary disability leave and specifically follow Nebraska Workers' Compensation law.
6. The leave request process was updated to reflect the use of MUNIS.
7. The terms of the retirement savings plan have been defined in the contract.

8. Rates of pay are defined per fiscal year. Year one will include a 3% increase. Years two through four are at 0% adjustment.
9. The tool allowance for Fleet Services Mechanics shall increase from fifteen dollars a pay period to thirty dollars a pay period.
10. Bilingual pay for employees who are proficient in an approved second language has been added to the contract.
11. Longevity pay is included in the contract. A schedule of service years and associated dollar amounts are included in the language.

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 Nebraska Public Employees, Local 251 of the American Federation of State, County and Municipal Employees, AFL-CIO (AFSCME).

Sample Motion

Move to approve the labor agreement between the City of Grand Island and the Nebraska Public Employees, Local 251 of the American Federation of State, County and Municipal Employees, AFL-CIO (AFSCME).

AGREEMENT



AND

**NEBRASKA PUBLIC EMPLOYEES
LOCAL 251**

AFSCME

Fiscal Year 2018 - 2019

Fiscal Year 2019 - 2020

Fiscal Year 2020 - 2021

Fiscal Year 2021 - 2022

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AGREEMENT

THIS AGREEMENT, dated _____, ~~2014~~2018, between the City of Grand Island (hereinafter referred to as the "City"), and Nebraska Public Employees, Local 251 of the American Federation of State, County, and Municipal Employees, AFL-CIO (hereinafter referred to as the "Union"). The provisions of this agreement shall be effective October 1, ~~2014~~2018.

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, hours of work, 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 departments and divisions:

1. Department of Public Works
 - a. Street and Transportation Division
 - b. Fleet Services Division
2. Department of Parks and Recreation
 - a. Parks Maintenance Division
 - b. Cemetery Division

The City shall not enter into any agreement with employees in the bargaining unit, individually or with any portion of the union or groups of individuals, relative to wages, hours, terms or conditions of employment.

B. CLASSES OF EMPLOYEES

Only employees with regular status in the classifications listed below are eligible for representation by the Union:

Maintenance Worker – Cemetery
Maintenance Worker – Parks
Maintenance Worker – Streets

Senior Maintenance Worker--Streets
Equipment Operator--Streets
Senior Equipment Operator--Streets
Fleet Services Mechanic
Horticulturist
Traffic Signal Technician

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. A two-week notice will be given to union members if the work schedule will be changed to reflect less than 80 hours in a two-week pay period. Hours will not fall below 76 in a two-week pay period. This policy will only be in effect for the duration of this contract.

B. LUNCH PERIODS

The City shall establish the lunch periods. A meal allowance of ~~\$4.50~~\$10.00 shall be granted for all employees if they are required to work two (2) hours overtime consecutively with their normal working hours during an emergency situation, and if such overtime would normally interfere with and disrupt the employee's normal meal schedule.

Nothing in this section shall prohibit the City from exceeding the amount of this allowance or consecutive hour requirement in providing an allowance for emergency situations within the parameters set by the Local Government Miscellaneous Expenditures Act.

For purposes of this section, "emergency situation" shall mean those times when the City determines the employee's presence is needed at work due to weather conditions (i.e. snow storms, sandbagging, severe windstorm or tornado, etc.) or other unforeseeable events.

C. CHANGES IN WORK SCHEDULE

All changes in work schedules, except in cases of emergency and unexpected special activities or events, shall be posted for all to see at least two days before the change is effective.

Permanent full-time employees normally assigned to a work schedule commencing between 4 a.m. and 11 a.m., who are temporarily assigned to a work schedule commencing before 4 a.m., or after 11 a.m., shall receive a shift differential of \$0.25 per hour added to the base hourly rate for the hours worked during such temporary assignment.

D. 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.

E. 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. For the purposes of this section, the term "day" shall mean the period of time from the scheduled start of the workday to the scheduled start of the next work day.
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 with this exception; should an employee be called to emergency service which requires 12 hour shifts due to severe weather and a holiday occurs in the same pay period, the holiday hours will be counted as hours worked for the calculation of overtime. Personal days are excluded.
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 one hundred twenty (120) hours of compensatory time (80 hours of actual hours worked). The compensatory time off shall be taken at a time mutually agreed upon by the employee and his/her supervisor, but must be taken by the last full pay period in March following the end of the calendar year in which it is earned; compensatory time remaining at the end of this period shall be paid for in cash. However, the employee retains the right to cash out his/her compensatory time at any time. 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.

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.

F. 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 run from Monday at 5 p.m. to the following Monday at 8 a.m.
 - 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 at the employee's basic rate of pay as shown on the payroll during the employee's stand-by week. Any work performed on calls during hours, outside of the normal work week, shall be compensated for at the rate of time and one-half. Overtime for employees performing such work on call, including those on stand-by, shall be computed to begin fifteen (15) minutes prior to checking in for the job and to terminate fifteen (15) minutes after checking out from the job.
3. The employee assigned to this duty shall be available by telephone at all times under this arrangement. Failure to be available or to make arrangements with another qualified duty employee who will be available by telephone shall make the employee ineligible for stand-by duty compensation for the pay period involved.
4. When a recognized holiday, as stated in Article III, Holidays and Holiday Pay, falls during an employee's assigned stand-by work week, that employee shall be granted a compensatory holiday to be taken during the week following the stand-by duty assignment, and at a time approved by the employee's supervisor.

G. 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 employee's base hourly rate times the actual number of hours worked, although the employee shall be compensated for no less than two (2) hours at the enhanced rate. Provided, however, that if the employee called back responds and performs the work from a remote location without reporting to the worksite, he or she shall be compensated as set forth above but the minimum compensation will be one (1) hour instead of two (2).

H. SCHEDULING HOLIDAYS OFF

The scheduling of holidays off shall be done as equitably as possible.

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:

<u>New Year's Day</u>	<u>January 1</u>
<u>Memorial Day</u>	<u>Last Monday in May</u>
<u>Independence Day</u>	<u>July 4</u>
<u>Labor Day</u>	<u>First Monday in September</u>
<u>Veteran's Day</u>	<u>November 11</u>
<u>Thanksgiving Day</u>	<u>Fourth Thursday in November</u>
<u>Friday following Thanksgiving</u>	<u>Fourth Friday in November</u>
<u>Christmas Day</u>	<u>December 25</u>
<u>New Year's Day</u>	<u>Veteran's Day</u>
<u>Thanksgiving Day</u>	
<u>Memorial Day</u>	<u>Friday following Thanksgiving</u>
<u>Independence Day</u>	<u>Christmas Day</u>
<u>Labor Day</u>	

Such holidays shall be observed on the day they are observed by the courts of the State of Nebraska, in accordance with Section 25-2221, Reissue Revised Statutes of Nebraska.

B. SUNDAY 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 such employee works his or her last regularly scheduled day before the holiday and his or her first regularly scheduled day after the holiday, unless excused by the supervisor for either of such days. An employee must be on paid leave status to be paid for the holiday.

D. HOLIDAY ON REGULARLY SCHEDULED WORK DAY

If an employee is regularly scheduled to work on a day on which a holiday falls and such employee's work is essential to maintain necessary public services, the employee shall be paid for the holiday, plus time and one-half (1/2) for any hours worked on the holiday.

E. HOLIDAY ON NON-SCHEDULED WORK DAY

If an employee is not regularly scheduled to work on a holiday and he or she is called out to work on the holiday, the employee shall be paid for the holiday and any hours worked on the holiday shall be paid as overtime.

F. HOLIDAY DURING LEAVE OF ABSENCE

If any of the above-mentioned holidays fall during an employee's authorized paid vacation or medical leave time, or other paid leave status, such holiday shall not be charged against these paid absences. If a holiday falls during a period when an employee is in an unpaid leave status, the employee shall not be paid for the holiday.

ARTICLE IV - PERSONAL LEAVE

Personal Leave Days will be given to employees each year. One will be given in October and must be taken by March 15th. The second Personal Leave Day will be given in April and must be taken by September 15th. In addition to the two personal leave days, the City will provide one annual personal leave day that will be granted at the beginning of the contract year and must be used by September 15th. 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.

ARTICLE V - VACATIONS

A. ELIGIBILITY

All regular 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 used in hourly increments.

For purposes of this contract, "regular" 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, probationary, and/or working fewer than 30 hours per week.

B. AMOUNT AUTHORIZED

1. Upon successfully completing the six-month introductory period, an employee will have available forty (40) hours of vacation time. The employee will accrue an additional forty (40) hours in the first six (6) months of continuous service following the introductory period.
2. Years 2 through 4 Eighty (80) Hours
3. Years 5 through 6 One Hundred Three (103) Hours
4. Years 7 through 8 One Hundred Twenty-Four (124) Hours
5. Years 9 through 10 One Hundred Twenty-Eight (128) Hours
6. Years 11 through 12 One Hundred Forty-Four (144) Hours
7. Year 13 One Hundred Fifty-Two (152) Hours
8. Years 14 through 19 One Hundred Sixty (160) Hours
9. Years 20 through 24 One Hundred Eighty-Three (183) Hours
10. Year 25 and beyond One Hundred Ninety-Six (196) Hours

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. Credit toward vacation leave shall not be earned while an employee is on a leave of absence without pay.

C. VACATION SCHEDULE

Vacation leave shall be taken at a time convenient to and approved by the Department Director. Vacations may be granted at the time requested by the employee. Each employee shall take a vacation of five consecutive work days each year when eligible. An example would be taking Monday through Friday off or taking Thursday and Friday off the first week and then taking Monday, Tuesday, and Wednesday off the second week.

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, nor shall it interfere with vacation leave previously scheduled.

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 employee shall be paid for the unused portion of his or her accumulated vacation leave; provided, an employee electing to voluntarily separate employment provides the Department Director with written notice of at least fourteen calendar days prior to separation. An employee who has been separated shall not accrue vacation leave credits after his or her last day physically on the job.

**ARTICLE VI
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 residing in the same household.

For purposes of medical and bereavement leave, an immediate family member shall mean a child, spouse, parent, grandchild, grandparent, brother, sister, aunt, uncle, and in-laws of the same relation.

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 twelve 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 medical 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. USE OF BEREAVEMENT LEAVE

Bereavement leave shall be granted to eligible employees for up to three (3) days per contract year. Any portion of a work day used for bereavement leave shall be considered a full day, which consists of eight (8) hours 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, siblings, grandparents, grandchildren, and in-laws of the same relation. Bereavement leave shall not exceed three (3) days in any calendar year. 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 immediate family because of unusual circumstances. To attend the funeral of someone other than immediate family, an employee shall take vacation leave.

D. 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 or other proof of illness satisfactory to his or her supervisor. The supervisor may require this statement or proof for an absence chargeable to medical leave of any duration.

E. 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.

F. COMPENSATION FOR UNUSED MEDICAL LEAVE

~~An employee hired before October 1, 2014 may accumulate medical leave to a maximum of 1,339 hours and shall be paid thirty five percent (35%) for their accumulated medical leave at the time of retirement, the rate of compensation to be based on the employee's salary at the time of retirement. Employees who begin work with the City on or after October 1, 2014 may accumulate medical leave to a maximum of 1,339 hours, but will not receive compensation at retirement for unused medical leave.~~

An employee may accumulate medical leave to a maximum of 1,339 hours. All employees shall be paid thirty-five percent (35%) of their accumulated medical leave at the time of retirement or if an employee dies while still employed full time with the City in good standing. All employees retiring under an early retirement option approved by the Mayor shall be paid thirty-five percent (35%) of their accumulated medical leave at the time of such early retirement. The rate of compensation for such accumulated medical leave shall be based on the employee's salary at the time of death, retirement or early retirement, whichever is applicable. The payout for this medical leave shall go to the employee's Voluntary Employee Benefits Association (VEBA) account.

G. 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.

H. 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 or as amended by Federal Law.

ARTICLE VII - MILITARY LEAVE

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

ARTICLE VIII - COURT LEAVE

A. WHEN AUTHORIZED

An employee who is required to serve as a witness or juror in a federal, state, county, or municipal court, or as a litigant in a case resulting directly from the discharge of his or her duties as an employee, shall be granted court leave with full pay to serve in that capacity; provided, however, that when the employee is testifying in other litigation to which he or she is a party, such employee shall not be granted court leave but may use vacation leave or compensatory time, or be granted leave without pay for the length of such service.

B. PROCEDURE

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

C. FEES

Fees received for jury service in a federal, state, county or municipal court shall be deposited with the City Finance Director upon the employee's receipt thereof; provided, the requirement shall not apply to funds received by employees when they would not normally be on duty with the City. No employee shall receive witness fees paid from employer's funds. However, fees paid from other sources shall be in addition to, and irrespective of, an employee's regular salary.

ARTICLE IX - 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 one year. 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, Article VI of this contract shall govern.

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.
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 X - ~~TEMPORARY DISABILITY LEAVE~~WORKERS COMPENSATION

A. POLICY

Any employee in this contract who sustains an on-the-job injury compensable under the Nebraska Workers Compensation Act shall receive ~~in addition to the workers compensation benefits as allowed under the Nebraska Workers' Compensation law, compensation 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 injury, or the date that temporary disability begins. The purpose of this is to maintain the employee's net pay until he or she becomes eligible for long term disability or is able to return to work.~~

~~_____~~ **B. _____ DEFINITIONS**

~~Temporary disability shall mean the complete inability of an employee, for reasons of accident or other cause while in the line of duty, to perform the job duties as defined by the employee's job description or such alternate light duty work as the City may designate, for a period of time not to exceed one hundred fifty (150) consecutive calendar days from the date of injury or the date that disability begins.~~

~~Temporary disability leave shall mean paid leave provided by the City to an eligible employee when that employee has no other paid leave available.~~

~~_____~~ **C. _____ WHEN AUTHORIZED**

~~In the case of temporary disability of an employee received while in the line of duty, he or she shall receive compensation of his or her salary up to the net amount at the time of injury, during the continuance of such disability for a period not to exceed one hundred fifty (150) consecutive calendar days from the date of injury or the date that disability begins. Any recurrence or exacerbation of an injury shall relate back to the original injury for purposes of this article, including the commencement date of the temporary disability and calculation of the temporary disability leave.~~

~~**D. _____ 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. If no other leave is available, the City shall grant the employee temporary disability leave.~~

~~_____ 2. _____ The employee shall retain all Workers' Compensation payments following the initial waiting provisions as set forth above. The City will provide temporary disability leave to ensure that the employee receives his or her full salary for the remainder of the one hundred fifty day (150) day period 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 gross salary at the time of the commencement of the leave, plus any allowed and approved cost of living increase which commences during the period of leave.~~

~~**B. _____ E. _____ SUBROGATION**~~

~~—The City reserves a right of subrogation because of payment of temporary disability leave to any employee who is disabled or injured by a third party, and reserves the right to pursue collection from the employee of any money paid by the third party to the extent of the City's payment of temporary disability leave. Should the employee receiving temporary disability leave collect from the third party for wages, salary, or expenses otherwise paid by the City, he or she will reimburse the City for money paid as temporary disability leave or expenses resulting from the injury.~~

To the fullest extent permitted by law, the City of Grand Island, its insurers, and third-party administrators reserve the right of subrogation because of workers compensation benefits or medical expenses paid or to be paid to or on behalf of any employee who is injured or disabled by a third party, and reserves the right to (i) pursue collection from the employee of any money paid by the third party to the extent of payments by the City, its insurers, and third-party administrators, and (ii) pursue collection from any such third party.

Nothing in this article shall be interpreted to mean that the City shall have the right to initiate civil litigation in the name of the employee against the third party or representative of said party until after receiving consultation and advice of the employee and a signed waiver to that effect.

F. ~~LIMITATION OF LEAVE~~

~~—Temporary disability leave will not be available to employees following one hundred fifty (150) days from the original date of injury or date that the disability begins absent express approval of the City Administrator, who may grant an extension of this time not to exceed sixty (60) days.~~

~~—Any employee whose employment by the City is terminated due to exceeding this limitation of leave shall be compensated for any remaining unused medical leave as in the case of retirement.~~

GC. LIGHT DUTY POLICY

~~—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 injury. Any changes in shifts to accommodate the light duty work shall be made in the interim. Any employee who is medically released for light duty may commence light duty work and/or modified duty work earlier than the five (5) days from the date of injury if the employee is willing to do so. During the five day period between the date of injury and the beginning of light duty work and/or modified duty work, any employee who does not willingly return to light duty work who is released by a doctor to do so, shall be required to take medical leave for any regularly scheduled shifts that are missed. If medical leave is unavailable to the employee, vacation leave may be used in lieu of medical leave. 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 form the date of injury with appropriate medical release, unless the employee is willing to return sooner.~~

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. 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 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 immediately from the date of appropriate medical release.

ARTICLE XI - 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 leave for three (3) consecutive days is considered to have resigned.

B. LEAVE FORM

~~For all leaves except unforeseeable medical leave, a written request on the authorized leave form, indicating the kind of leave, duration, and dates of departure and return, must be approved prior to the taking of the leave. In the case of unforeseeable medical leave, 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.~~

Requests for leave must be submitted indicating the kind of leave, duration and dates of departure and return. Requests must be approved prior to the taking of the leave. In the case of an unforeseen Medical leave, the form shall be completed and submitted for approval immediately upon the employee's return to duty. Unless an absence is approved by the supervisor, 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 XII - ~~PENSION~~ RETIREMENT PLAN AND SENIORITY

A. ~~PENSION~~ RETIREMENT PLAN

~~1. The City agrees that the employees covered under this agreement are covered under the pension plan adopted by Ordinance No. 4244, as amended will participate in the mandatory retirement savings plan. Employees contribute six (6) percent of gross earning and are matched six (6) percent by the City. Employee eligibility is effective on date of employment. A five (5) year vesting schedule applies.~~

B. AMENDMENTS

The City reserves the right to change the retirement plan in accordance with mandatory existing and future statutes or federal legislation or regulations.

BC. 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 appointed 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. Where an employee holds a non-bargaining unit position, he shall retain all seniority earned in all bargaining unit classifications in which he was previously employed. Non-bargaining unit service with the City shall not be construed or considered for the purpose of calculating seniority under the provisions of this

Agreement except for those employees who are in classifications which have become part of the bargaining unit.

7. An employee whose position is being eliminated through a reduction in force has the option to move into a lower grade position for which they are qualified within the same functional division. Functional divisions are defined as: Streets and Transportation, Fleet Services, Parks, and Cemetery.

ARTICLE XIII - RATES OF PAY FOR WORK PERFORMED

A. PAY PLAN

1. All new employees will normally be hired at Step 1 of the pay grade of their position. However, due to extenuating circumstances, an employee may be hired at a higher step with the written approval of the City Administrator. Employees will remain in each step for at least one (1)-year with their performance to be evaluated on the anniversary of the change of status.

Prior to advancing in a step or grade, employees will be evaluated on their performance at least annually. An employee must receive satisfactory performance ratings in order to receive an increase in pay, other than a salary table adjustment. Such adjustments in pay shall be effective on the first day of a pay period falling on or immediately after the employee is eligible for the pay increase.

2. The introductory period for new employees shall be six (6) months, unless otherwise extended by the Department Director.

B. FISCAL YEARS 2014-2018 – 2018-2019

Rates of pay for the period October 1, 2014-2018 to September 30, 2018-2019 for work performed in the various classes of work under this agreement are set ~~out forth~~ in Exhibits ~~A, B, C and D~~. Said adjustments shall be effective the first full pay period on or after October 1, 2018.

C. FISCAL YEAR 2014-2019 - 2015-2020

Rates of pay for the period October 1, 2014-2019 to September 30, 2015-2020 for work performed in the various classes of work under this agreement ~~shall be as follows:~~ are set forth in Exhibit B. Said adjustments shall be effective the first full pay period on or after October 1, 2019.

~~Rates of pay from October 1, 2014 through September 30, 2015, for work performed in the various classes of work under this agreement shall be as shown on the new pay plan, attached hereto as Exhibit "A" and shall take effect the first full pay period of October 2014. For each fiscal year, the new rate of pay shall take effect during the first full pay period in the month of October.~~

D. FISCAL YEAR ~~2015-2020~~ - ~~2016~~2021

~~See Exhibit B. Rates of pay for the period October 1, 2020 to September 30, 2021 for work performed in the various classes of work under this agreement are set forth in Exhibit C. Said adjustments shall be effective the first full pay period on or after October 1, 2020.~~

E. FISCAL YEAR ~~2016-2021~~ – ~~2017~~2022

~~See Exhibit C. Rates of pay for the period October 1, 2021 to September 30, 2022 for work performed in the various classes of work under this agreement are set forth in Exhibit D. Said adjustments shall be effective the first full pay period on or after October 1, 2021.~~

~~F. FISCAL YEAR 2017 – 2018~~

~~All pay ranges shall be adjusted by 5%. The new pay ranges will be implemented on the first full pay period on or after October 1, 2017. See Exhibit D.~~

~~GE.~~ FUTURE CHANGES IN RATES OF PAY

It is understood and agreed that payment of future rates is contingent upon the City adopting budget statements and appropriation ordinances sufficient to fund such payments and salary ordinances authorizing such payments. The union acknowledges that the City must comply with the Nebraska Budget Act (Sections 23-921 through 23-933, R.R.S. 1943).

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.

ARTICLE XV - SAFETY COMMITTEE

1. A member of the bargaining unit, as selected by the Union, shall serve on the Citywide Safety Committee, which shall meet on a regular basis to discuss safety problems.
2. All questions relating to safety, including equipment, protective clothing, working areas, and working procedures, shall be considered proper subject for discussion.
3. It is agreed by the parties that the question of safety is a common concern and to this end the parties agree to use all reasonable means of protecting the health and welfare of all employees, including proper training in operation of equipment and use of materials.

ARTICLE XVI – GRIEVANCES

A. GENERAL STATEMENT

It is the policy of the City of Grand Island to provide prompt and equitable resolution of employee complaints and grievances. An employee presenting a complaint or grievance shall not be subject to reprisal.

B. COMPLAINTS

Prior to initiating a grievance, the employee is encouraged to discuss the complaint with the immediate supervisor. Should the complaint not be resolved through such discussion, the employee may elect to submit a grievance.

C. WHAT MAY BE GRIEVED

A permanent employee may grieve an alleged unsafe act or practice, adverse working condition, violation of a written or verbal policy or procedure, violation of the employee's civil rights, an involuntary demotion, or an involuntary transfer which results in a reduction in salary. An introductory employee may grieve only an alleged unsafe act or practice, adverse working condition, or a violation of the employee's civil rights.

D. GRIEVANCE PROCEDURE

Employee grievances will be resolved in accordance with the following procedure:

1. Division Supervisor

A grievance must be submitted to the Division Supervisor not later than ten (10) working days following the alleged act or action.

The Division Supervisor shall attempt to resolve the grievance and shall provide the employee a written response not later than five (5) working days following receipt of the grievance.

2. Department Director

Should the employee be dissatisfied with the Division Supervisor's response, or should the Division Supervisor be the immediate supervisor, the employee may grieve to the Department Director not later than five (5) working days following receipt of the Division Supervisor's response or the occurrence of the original alleged act or action.

The Department Director shall attempt to resolve the grievance and shall provide the employee a written response not later than five (5) working days following receipt of the grievance.

3. Mayor

Should the employee be dissatisfied with the Department Director's response, the employee may grieve to the Mayor no later than five (5) working days following receipt of the Department Director's response or the occurrence of the original alleged act or action.

The Mayor shall provide the employee with a written response not later than five (5) working days following receipt of the grievance. The decision of the Mayor completes the grievance process.

E. GRIEVANCE PROCEDURE - GENERAL PROVISIONS

Employee grievances and employer responses must be in writing with a copy provided to the Human Resources Department. Should a meeting or hearing be held for the resolution of a grievance, an employee may appear with an attorney as counsel or representative and/or may be accompanied by another employee from the same division. Such an employee shall be granted time off with pay and shall not be subject to reprisal.

Employees may be requested to appear as witnesses. Such employees shall be required to appear, shall be granted time off with pay, and shall not be subject to reprisal.

The names of employee witnesses must be provided to the Department Director in sufficient time to arrange for their appearance.

A grievance shall be considered resolved should the employee fail to comply with the

prescribed time limits. Should the employer fail to comply with the prescribed time limits, the employee may continue the grievance to the next level.

Grievance procedure time limits may be extended upon mutual agreement between the employee and the employer. The request for extension and the response to such request shall be in writing.

ARTICLE XVII - 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. Present and future benefits shall be accorded to the union. 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 shall not be unreasonably withheld.

The total number of bulletin boards may not exceed the number of divisions the union represents as described in Article I, Section A.

E. UNIFORMS AND PROTECTIVE CLOTHING

1. The City will pay for one pair of safety glasses and frames for each employee up to the amount allowed by the City's procurement policy. Employees must have eye examinations for prescription glasses at their expense, or have had their eyes checked within the last six months. Employees will be allowed to choose the type of safety frames desired (plastic, combination plastic/metal, or metal). The City will pay for side shields for employees desiring them. The City will pay for replacement or repair of safety glasses accidentally damaged during performance of assigned duties; provided, the employee's supervisor is notified immediately of the damage. The City will also pay for replacement of safety glasses when the employee has an examination showing his or her prescription has changed, said examination to be at the employee's expense. The employee will be responsible for repair of safety glasses damaged during off-duty hours. Safety glasses lost by employees must be replaced at the employee's expense.
2. Upon submission of proof of purchase, the City will reimburse employees in the Streets and Fleet Services Divisions for the purchase of safety steel toe boots or safety toe boots approved by the City to be used on the job. The reimbursement shall not exceed One Hundred-Fifty Dollars (\$150.00) per year.

The City will provide members of the Streets Division a winter coat/jacket that meets high visibility safety standards, to be inspected annually for replacement. In addition, members of the Streets Division will receive five (5) short sleeve work shirts, to be inspected annually for replacement. The shirts will also meet the high visibility safety standards.

3. The City shall pay as uniform allowance the sum of Twelve Dollars (\$12.00) bi-weekly to full-time employees of the Fleet Services Division.
4. Employees in Public Work divisions other than the Fleet Services Division shall be permitted to participate in the uniform program established by the City of Grand Island. The City will pay sixty percent (60%) of the actual cost of providing and cleaning these uniforms. The employee shall pay forty percent (40%) of said cost.

F. TOOL ALLOWANCE

Employees in the job classification of Fleet Services Mechanic shall be paid a tool allowance in the amount of ~~Fifteen-Thirty~~ Dollars (~~\$15.00~~\$30.00) bi-weekly. Said employees shall be required to have and maintain the tools required of the job classification.

G. BILINGUAL PAY

Employees who are proficient in an approved second language will be paid one thousand

five hundred dollars (\$1,500.00) per calendar year, payable in the second check in November of each fiscal year. In order for an employee to collect bilingual pay, the employee must be actively employed in November. The Department Director will determine whether bilingual skills are needed based upon the interaction of the department with the public. If bilingual skills are needed, the Department Director will determine which languages are “approved” based upon the needs of the department as they relate to the demographics of Grand Island.

A test will be given by the Human Resources Department to test the proficiency of the employees in each approved language before an employee is eligible for bilingual pay. The bilingual test will measure, among other things, an employee’s conversational ability.

Bilingual pay will be prorated based on the employee’s average hours worked. An employee that is hired as an interpreter will not be eligible for bilingual pay.

H. LONGEVITY PAY

Effective the first full pay period in October 2018, in addition to an employee's base salary provided for elsewhere in this Agreement, each employee of the bargaining unit shall annually receive longevity pay based upon the total length of service with the City. Such pay shall be effective beginning with the first full pay period following completion of the specified years of service. Payment shall be made on a prorated basis on each regular pay day. The following annual longevity pay rate schedule shall apply:

<u>5 years</u>	<u>\$226.00</u>	<u>(Beginning 6th year)</u>
<u>10 years</u>	<u>\$443.00</u>	<u>(Beginning 11th year)</u>
<u>15 years</u>	<u>\$624.00</u>	<u>(Beginning 16th year)</u>
<u>20 years</u>	<u>\$796.00</u>	<u>(Beginning 21st year)</u>
<u>25 years</u>	<u>\$994.00</u>	<u>(Beginning 26th year)</u>

ARTICLE XVIII - 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.
3. It is understood and agreed that the City possesses the sole right to operate the Public Works Department and the Parks and Recreation 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 for just cause, arising under this agreement or the City's Personnel Rules and Regulations, Section 3.01 as amended on ~~November 13, 2012~~October 15, 2014. Should the City at any time during the course of this agreement amend the City Personnel Rules and Regulations, in regards to discipline, said amendment shall be proposed to the AFSCME 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.

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.

6. All industrial relations functions of the City shall be handled by the Mayor or his or her designated representative. The union agrees that it shall deal with the City only through the Mayor or his or her designated representative.

7. The Union and its membership agree that it will not contract or deal with any of the members of the City Council concerning any aspects of negotiations, grievances, or any other relationship between the Union and the City.

ARTICLE XIX - PAYROLL DEDUCTION OF UNION DUES

Upon receipt of a lawfully executed written authorization from an employee, which may be revoked in writing at any time, the City agrees to deduct the regular, biweekly amounts specified therein from 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, or any funds from an employee's pay for the benefit of the union other than regular union dues as set forth herein.

The Union agrees to indemnify and hold the City harmless against any and all claims, suits, orders, or judgments brought or issued against the City as a result of any action taken or not taken by the City under this Article. 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 XX - GENERAL PROVISIONS

1. 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.
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. Employees shall abide by the residency requirements set out in the Personnel Rules and Regulations as amended on ~~November 13, 2012~~October 15, 2014; provided, such requirements shall not discriminate against members of this bargaining unit.

ARTICLE XXI - 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. Such discharge or discipline shall not be subject to grievance proceedings under any circumstances.
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 XXII- DISCIPLINE AND APPEAL PROCEDURE

The employees of this bargaining unit shall be subject to discipline as set out in this agreement for just cause as set forth in the City of Grand Island Personnel Rules and Regulations, Section 3.01 as amended on ~~November 13, 2012~~October 15, 2014. Should the City at any time during the course of this agreement amend the City Personnel Rules and Regulations, in regards to discipline, said amendment shall be proposed to the AFSCME 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.

The following Appeal Procedure shall apply to the members of this bargaining unit:

Any employee who has satisfactorily completed his/her initial introductory period of employment with the City of Grand Island shall have the right to appeal a suspension or a discharge in accordance with the following procedure:

1. Discipline imposed by the Department Director may be appealed to the Mayor not later than five (5) working days following written notification of such discipline.
2. The Mayor shall hear such appeal and shall provide the employee with a written response not later than ten (10) working days following receipt of the appeal.

3. Should the employee be dissatisfied with the Mayor's response or should the Mayor have imposed the initial discipline, the employee may appeal to a mediator.

4. If an employee is dissatisfied with the Mayor's response or should the Mayor have imposed the initial discipline, the employee or the Union may request non-binding mediation. The employee or the Union must provide the Human Resources Director with a written request for mediation within fifteen (15) working days of receiving the Mayor's decision. A mediator shall be chose from the Federal Mediation and Conciliation Service. If either party is not satisfied with the results of non-binding mediation, then within fifteen (15) work days of receiving the results of the mediation, either party may take the grievance to the next step.

5. An employee may request arbitration if they are dissatisfied with the Mediator's response. The employee or the Union must provide the Human Resources Director with a written request for arbitration within fifteen (15) working days of receiving the Mayor's decision.

6. The arbitration proceeding shall be conducted by an arbitrator, to be mutually selected by the parties as soon as practical after the submission of written demand for arbitration. If the parties are unable to mutually agree as to the selection of an arbitrator within fifteen (15) working days from receipt of the demand for arbitration, 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.

There shall be no appeal from the arbitrator's decision. It shall be final and binding on the Union, the City of Grand Island, and on all bargaining unit employees.

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; provided, however, that it supplies the arbitrator and the other party or parties with copies of such record at no expense to the other party or parties.

~~67.~~ — The arbitrator shall not have jurisdiction to discharge an employee upon an appeal from a suspension.

~~78.~~ An employee shall have the right to process an appeal individually, by the Union, and/or by an Attorney at Law. If an employee elects not to use the Union or its attorney in the processing of an appeal, the decision of the arbitrator shall not set binding precedent on the Union.

~~9~~ ~~8.~~ Any time limits contained herein or elsewhere in this Agreement, for the bringing of, or answering of discipline may be waived by mutual consent of the Union or the employee and the City.

ARTICLE XXIII - 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, ~~2018~~2022.
3. Negotiations for a new agreement to take effect upon the termination of this agreement may begin any time after: February 1, ~~2018~~2022.
4. Either party may reopen this agreement if the City does not adopt a budget statement and appropriation ordinance and salary ordinance sufficient to fund the rates of pay and fringe benefits previously agreed upon by the parties.

ARTICLE XXIV- 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.

ARTICLE XXV - 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 XXVI - 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, ~~2014~~ 2018 through September 30, ~~2018~~ 2022.

Exhibit A

AFSCME SALARY TABLE - FY 2018 - 2019
CEMETERY/PARKS/STREETS

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
FL SRV MECHANIC	Hourly	23.3145	24.0489	24.8062	25.5874	26.3932	27.2242	28.0816	28.9659	29.8780	30.8189	31.7897	32.7907	33.2824	33.8649	34.5422
4005	Biweekly	1,865.16	1,923.91	1,984.50	2,046.99	2,111.46	2,177.94	2,246.53	2,317.27	2,390.24	2,465.51	2,543.18	2,623.26	2,662.59	2,709.19	2,763.38
	Monthly	4,041.18	4,168.47	4,299.75	4,435.15	4,574.83	4,718.87	4,867.48	5,020.75	5,178.85	5,341.94	5,510.22	5,683.73	5,768.95	5,869.91	5,987.32
	Annual	48,494.16	50,021.66	51,597.00	53,221.74	54,897.96	56,626.44	58,409.78	60,249.02	62,146.24	64,103.26	66,122.68	68,204.76	69,227.34	70,438.94	71,847.88

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
EQUIP OPER STR	Hourly	20.8650	21.5217	22.1992	22.8978	23.6189	24.3623	25.1290	25.9201	26.7361	27.5777	28.4458	29.3412	29.7813	30.3027	30.9087
4010	Biweekly	1,669.20	1,721.74	1,775.94	1,831.82	1,889.51	1,948.98	2,010.32	2,073.61	2,138.89	2,206.22	2,275.66	2,347.30	2,382.50	2,424.22	2,472.70
	Monthly	3,616.60	3,730.44	3,847.87	3,968.94	4,093.94	4,222.79	4,355.69	4,492.82	4,634.26	4,780.14	4,930.60	5,085.82	5,162.08	5,252.48	5,357.52
	Annual	43,399.20	44,765.24	46,174.44	47,627.32	49,127.26	50,673.48	52,268.32	53,913.86	55,611.14	57,361.72	59,167.16	61,029.80	61,945.00	63,029.72	64,290.20

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
HORTICULTURIST	Hourly	23.8961	24.6526	25.4330	26.2383	27.0690	27.9258	28.8097	29.7221	30.6628	31.6337	32.6350	33.6683	34.1734	34.7715	35.4669
4020	Biweekly	1,911.69	1,972.21	2,034.64	2,099.06	2,165.52	2,234.06	2,304.78	2,377.77	2,453.02	2,530.70	2,610.80	2,693.46	2,733.87	2,781.72	2,837.35
	Monthly	4,142.00	4,273.12	4,408.39	4,547.96	4,691.96	4,840.46	4,993.69	5,151.84	5,314.88	5,483.18	5,656.73	5,835.83	5,923.39	6,027.06	6,147.59
	Annual	49,703.94	51,277.46	52,900.64	54,575.56	56,303.52	58,085.56	59,924.28	61,822.02	63,778.52	65,798.20	67,880.80	70,029.96	71,080.62	72,324.72	73,771.10

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
MAINT WRK CMTRY	Hourly	19.7275	20.3501	20.9922	21.6550	22.3382	23.0432	23.7703	24.5205	25.2942	26.0926	26.9160	27.7654	28.1819	28.6751	29.2485
4040	Biweekly	1,578.20	1,628.01	1,679.38	1,732.40	1,787.06	1,843.46	1,901.62	1,961.64	2,023.54	2,087.41	2,153.28	2,221.23	2,254.55	2,294.01	2,339.88
	Monthly	3,419.43	3,527.36	3,638.66	3,753.53	3,871.96	3,994.16	4,120.18	4,250.22	4,384.34	4,522.72	4,665.44	4,812.67	4,884.86	4,970.36	5,069.74
	Annual	41,033.20	42,328.26	43,663.88	45,042.40	46,463.56	47,929.96	49,442.12	51,002.64	52,612.04	54,272.66	55,985.28	57,751.98	58,618.30	59,644.26	60,836.88

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
MAINT WRK STRTS	Hourly	19.4506	20.0641	20.6972	21.3501	22.0236	22.7182	23.4351	24.1742	24.9369	25.7233	26.5350	27.3720	27.7825	28.2688	28.8342
4045	Biweekly	1,556.05	1,605.13	1,655.78	1,708.01	1,761.89	1,817.46	1,874.81	1,933.94	1,994.95	2,057.86	2,122.80	2,189.76	2,222.60	2,261.50	2,306.74
	Monthly	3,371.44	3,477.78	3,587.52	3,700.69	3,817.43	3,937.83	4,062.09	4,190.20	4,322.39	4,458.70	4,599.40	4,744.48	4,815.63	4,899.92	4,997.94
	Annual	40,457.30	41,733.38	43,050.28	44,408.26	45,809.14	47,253.96	48,745.06	50,282.44	51,868.70	53,504.36	55,192.80	56,933.76	57,787.60	58,799.00	59,975.24

Exhibit A

AFSCME SALARY TABLE - FY 2018 - 2019
CEMETERY/PARKS/STREETS

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
MAINT WRK PRKS	Hourly	19.4596	20.0749	20.7092	21.3638	22.0393	22.7359	23.4547	24.1965	24.9612	25.7502	26.5643	27.4040	27.8153	28.3019	28.8679
4050	Biweekly	1,556.77	1,605.99	1,656.74	1,709.10	1,763.14	1,818.87	1,876.38	1,935.72	1,996.90	2,060.02	2,125.14	2,192.32	2,225.22	2,264.15	2,309.43
	Monthly	3,373.00	3,479.65	3,589.60	3,703.05	3,820.14	3,940.89	4,065.49	4,194.06	4,326.62	4,463.38	4,604.47	4,750.03	4,821.31	4,905.66	5,003.77
	Annual	40,476.02	41,755.74	43,075.24	44,436.60	45,841.64	47,290.62	48,785.88	50,328.72	51,919.40	53,560.52	55,253.64	57,000.32	57,855.72	58,867.90	60,045.18

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
MAINT WRK WTRPK	Hourly	19.4596	20.0749	20.7092	21.3638	22.0393	22.7359	23.4547	24.1965	24.9612	25.7502	26.5643	27.4040	27.8153	28.3019	28.8679
4051	Biweekly	1,556.77	1,605.99	1,656.74	1,709.10	1,763.14	1,818.87	1,876.38	1,935.72	1,996.90	2,060.02	2,125.14	2,192.32	2,225.22	2,264.15	2,309.43
	Monthly	3,373.00	3,479.65	3,589.60	3,703.05	3,820.14	3,940.89	4,065.49	4,194.06	4,326.62	4,463.38	4,604.47	4,750.03	4,821.31	4,905.66	5,003.77
	Annual	40,476.02	41,755.74	43,075.24	44,436.60	45,841.64	47,290.62	48,785.88	50,328.72	51,919.40	53,560.52	55,253.64	57,000.32	57,855.72	58,867.90	60,045.18

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
SR EQUP OPR STR	Hourly	22.3929	23.1002	23.8301	24.5828	25.3596	26.1609	26.9872	27.8398	28.7196	29.6269	30.5629	31.5283	32.0014	32.5614	33.2126
4055	Biweekly	1,791.43	1,848.02	1,906.41	1,966.62	2,028.77	2,092.87	2,158.98	2,227.18	2,297.57	2,370.15	2,445.03	2,522.26	2,560.11	2,604.91	2,657.01
	Monthly	3,881.43	4,004.04	4,130.56	4,261.01	4,395.67	4,534.55	4,677.79	4,825.56	4,978.07	5,135.33	5,297.57	5,464.90	5,546.91	5,643.97	5,756.86
	Annual	46,577.18	48,048.52	49,566.66	51,132.12	52,748.02	54,414.62	56,133.48	57,906.68	59,736.82	61,623.90	63,570.78	65,578.76	66,562.86	67,727.66	69,082.26

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
SR MAIN WRK STR	Hourly	22.2384	22.9409	23.6657	24.4135	25.1846	25.9804	26.8010	27.6478	28.5214	29.4227	30.3520	31.3111	31.7808	32.3366	32.9835
4060	Biweekly	1,779.07	1,835.27	1,893.26	1,953.08	2,014.77	2,078.43	2,144.08	2,211.82	2,281.71	2,353.82	2,428.16	2,504.89	2,542.46	2,586.93	2,638.68
	Monthly	3,854.65	3,976.42	4,102.06	4,231.67	4,365.34	4,503.27	4,645.51	4,792.28	4,943.71	5,099.94	5,261.01	5,427.26	5,508.66	5,605.02	5,717.14
	Annual	46,255.82	47,717.02	49,224.76	50,780.08	52,384.02	54,039.18	55,746.08	57,507.32	59,324.46	61,199.32	63,132.16	65,127.14	66,103.96	67,260.18	68,605.68

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
TRAFFIC SIG TEC	Hourly	22.0846	22.7824	23.5022	24.2448	25.0106	25.8007	26.6158	27.4568	28.3243	29.2192	30.1422	31.0946	31.5611	32.1132	32.7555
4070	Biweekly	1,766.77	1,822.59	1,880.18	1,939.58	2,000.85	2,064.06	2,129.26	2,196.54	2,265.94	2,337.54	2,411.38	2,487.57	2,524.89	2,569.06	2,620.44
	Monthly	3,828.00	3,948.95	4,073.72	4,202.42	4,335.18	4,472.13	4,613.40	4,759.17	4,909.54	5,064.67	5,224.66	5,389.74	5,470.60	5,566.30	5,677.62
	Annual	45,936.02	47,387.34	48,884.68	50,429.08	52,022.10	53,665.56	55,360.76	57,110.04	58,914.44	60,776.04	62,695.88	64,676.82	65,647.14	66,795.56	68,131.44

Exhibit B

AFSCME SALARY TABLE - FY 2019 - 2020
CEMETERY/PARKS/STREETS

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
FL SRV MECHANIC	Hourly	23.3145	24.0489	24.8062	25.5874	26.3932	27.2242	28.0816	28.9659	29.8780	30.8189	31.7897	32.7907	33.2824	33.8649	34.5422
4005	Biweekly	1,865.16	1,923.91	1,984.50	2,046.99	2,111.46	2,177.94	2,246.53	2,317.27	2,390.24	2,465.51	2,543.18	2,623.26	2,662.59	2,709.19	2,763.38
	Monthly	4,041.18	4,168.47	4,299.75	4,435.15	4,574.83	4,718.87	4,867.48	5,020.75	5,178.85	5,341.94	5,510.22	5,683.73	5,768.95	5,869.91	5,987.32
	Annual	48,494.16	50,021.66	51,597.00	53,221.74	54,897.96	56,626.44	58,409.78	60,249.02	62,146.24	64,103.26	66,122.68	68,204.76	69,227.34	70,438.94	71,847.88

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
EQUIP OPER STR	Hourly	20.8650	21.5217	22.1992	22.8978	23.6189	24.3623	25.1290	25.9201	26.7361	27.5777	28.4458	29.3412	29.7813	30.3027	30.9087
4010	Biweekly	1,669.20	1,721.74	1,775.94	1,831.82	1,889.51	1,948.98	2,010.32	2,073.61	2,138.89	2,206.22	2,275.66	2,347.30	2,382.50	2,424.22	2,472.70
	Monthly	3,616.60	3,730.44	3,847.87	3,968.94	4,093.94	4,222.79	4,355.69	4,492.82	4,634.26	4,780.14	4,930.60	5,085.82	5,162.08	5,252.48	5,357.52
	Annual	43,399.20	44,765.24	46,174.44	47,627.32	49,127.26	50,673.48	52,268.32	53,913.86	55,611.14	57,361.72	59,167.16	61,029.80	61,945.00	63,029.72	64,290.20

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
HORTICULTURIST	Hourly	23.8961	24.6526	25.4330	26.2383	27.0690	27.9258	28.8097	29.7221	30.6628	31.6337	32.6350	33.6683	34.1734	34.7715	35.4669
4020	Biweekly	1,911.69	1,972.21	2,034.64	2,099.06	2,165.52	2,234.06	2,304.78	2,377.77	2,453.02	2,530.70	2,610.80	2,693.46	2,733.87	2,781.72	2,837.35
	Monthly	4,142.00	4,273.12	4,408.39	4,547.96	4,691.96	4,840.46	4,993.69	5,151.84	5,314.88	5,483.18	5,656.73	5,835.83	5,923.39	6,027.06	6,147.59
	Annual	49,703.94	51,277.46	52,900.64	54,575.56	56,303.52	58,085.56	59,924.28	61,822.02	63,778.52	65,798.20	67,880.80	70,029.96	71,080.62	72,324.72	73,771.10

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
MAINT WRK CMTRY	Hourly	19.7275	20.3501	20.9922	21.6550	22.3382	23.0432	23.7703	24.5205	25.2942	26.0926	26.9160	27.7654	28.1819	28.6751	29.2485
4040	Biweekly	1,578.20	1,628.01	1,679.38	1,732.40	1,787.06	1,843.46	1,901.62	1,961.64	2,023.54	2,087.41	2,153.28	2,221.23	2,254.55	2,294.01	2,339.88
	Monthly	3,419.43	3,527.36	3,638.66	3,753.53	3,871.96	3,994.16	4,120.18	4,250.22	4,384.34	4,522.72	4,665.44	4,812.67	4,884.86	4,970.36	5,069.74
	Annual	41,033.20	42,328.26	43,663.88	45,042.40	46,463.56	47,929.96	49,442.12	51,002.64	52,612.04	54,272.66	55,985.28	57,751.98	58,618.30	59,644.26	60,836.88

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
MAINT WRK STRTS	Hourly	19.4506	20.0641	20.6972	21.3501	22.0236	22.7182	23.4351	24.1742	24.9369	25.7233	26.5350	27.3720	27.7825	28.2688	28.8342
4045	Biweekly	1,556.05	1,605.13	1,655.78	1,708.01	1,761.89	1,817.46	1,874.81	1,933.94	1,994.95	2,057.86	2,122.80	2,189.76	2,222.60	2,261.50	2,306.74
	Monthly	3,371.44	3,477.78	3,587.52	3,700.69	3,817.43	3,937.83	4,062.09	4,190.20	4,322.39	4,458.70	4,599.40	4,744.48	4,815.63	4,899.92	4,997.94
	Annual	40,457.30	41,733.38	43,050.28	44,408.26	45,809.14	47,253.96	48,745.06	50,282.44	51,868.70	53,504.36	55,192.80	56,933.76	57,787.60	58,799.00	59,975.24

Exhibit B

AFSCME SALARY TABLE - FY 2019 - 2020
CEMETERY/PARKS/STREETS

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
MAINT WRK PRKS	Hourly	19.4596	20.0749	20.7092	21.3638	22.0393	22.7359	23.4547	24.1965	24.9612	25.7502	26.5643	27.4040	27.8153	28.3019	28.8679
4050	Biweekly	1,556.77	1,605.99	1,656.74	1,709.10	1,763.14	1,818.87	1,876.38	1,935.72	1,996.90	2,060.02	2,125.14	2,192.32	2,225.22	2,264.15	2,309.43
	Monthly	3,373.00	3,479.65	3,589.60	3,703.05	3,820.14	3,940.89	4,065.49	4,194.06	4,326.62	4,463.38	4,604.47	4,750.03	4,821.31	4,905.66	5,003.77
	Annual	40,476.02	41,755.74	43,075.24	44,436.60	45,841.64	47,290.62	48,785.88	50,328.72	51,919.40	53,560.52	55,253.64	57,000.32	57,855.72	58,867.90	60,045.18

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
MAINT WRK WTRPK	Hourly	19.4596	20.0749	20.7092	21.3638	22.0393	22.7359	23.4547	24.1965	24.9612	25.7502	26.5643	27.4040	27.8153	28.3019	28.8679
4051	Biweekly	1,556.77	1,605.99	1,656.74	1,709.10	1,763.14	1,818.87	1,876.38	1,935.72	1,996.90	2,060.02	2,125.14	2,192.32	2,225.22	2,264.15	2,309.43
	Monthly	3,373.00	3,479.65	3,589.60	3,703.05	3,820.14	3,940.89	4,065.49	4,194.06	4,326.62	4,463.38	4,604.47	4,750.03	4,821.31	4,905.66	5,003.77
	Annual	40,476.02	41,755.74	43,075.24	44,436.60	45,841.64	47,290.62	48,785.88	50,328.72	51,919.40	53,560.52	55,253.64	57,000.32	57,855.72	58,867.90	60,045.18

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
SR EQUP OPR STR	Hourly	22.3929	23.1002	23.8301	24.5828	25.3596	26.1609	26.9872	27.8398	28.7196	29.6269	30.5629	31.5283	32.0014	32.5614	33.2126
4055	Biweekly	1,791.43	1,848.02	1,906.41	1,966.62	2,028.77	2,092.87	2,158.98	2,227.18	2,297.57	2,370.15	2,445.03	2,522.26	2,560.11	2,604.91	2,657.01
	Monthly	3,881.43	4,004.04	4,130.56	4,261.01	4,395.67	4,534.55	4,677.79	4,825.56	4,978.07	5,135.33	5,297.57	5,464.90	5,546.91	5,643.97	5,756.86
	Annual	46,577.18	48,048.52	49,566.66	51,132.12	52,748.02	54,414.62	56,133.48	57,906.68	59,736.82	61,623.90	63,570.78	65,578.76	66,562.86	67,727.66	69,082.26

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
SR MAIN WRK STR	Hourly	22.2384	22.9409	23.6657	24.4135	25.1846	25.9804	26.8010	27.6478	28.5214	29.4227	30.3520	31.3111	31.7808	32.3366	32.9835
4060	Biweekly	1,779.07	1,835.27	1,893.26	1,953.08	2,014.77	2,078.43	2,144.08	2,211.82	2,281.71	2,353.82	2,428.16	2,504.89	2,542.46	2,586.93	2,638.68
	Monthly	3,854.65	3,976.42	4,102.06	4,231.67	4,365.34	4,503.27	4,645.51	4,792.28	4,943.71	5,099.94	5,261.01	5,427.26	5,508.66	5,605.02	5,717.14
	Annual	46,255.82	47,717.02	49,224.76	50,780.08	52,384.02	54,039.18	55,746.08	57,507.32	59,324.46	61,199.32	63,132.16	65,127.14	66,103.96	67,260.18	68,605.68

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
TRAFFIC SIG TEC	Hourly	22.0846	22.7824	23.5022	24.2448	25.0106	25.8007	26.6158	27.4568	28.3243	29.2192	30.1422	31.0946	31.5611	32.1132	32.7555
4070	Biweekly	1,766.77	1,822.59	1,880.18	1,939.58	2,000.85	2,064.06	2,129.26	2,196.54	2,265.94	2,337.54	2,411.38	2,487.57	2,524.89	2,569.06	2,620.44
	Monthly	3,828.00	3,948.95	4,073.72	4,202.42	4,335.18	4,472.13	4,613.40	4,759.17	4,909.54	5,064.67	5,224.66	5,389.74	5,470.60	5,566.30	5,677.62
	Annual	45,936.02	47,387.34	48,884.68	50,429.08	52,022.10	53,665.56	55,360.76	57,110.04	58,914.44	60,776.04	62,695.88	64,676.82	65,647.14	66,795.56	68,131.44

Exhibit C

AFSCME SALARY TABLE - FY 2020 - 2021
CEMETERY/PARKS/STREETS

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
FL SRV MECHANIC	Hourly	23.3145	24.0489	24.8062	25.5874	26.3932	27.2242	28.0816	28.9659	29.8780	30.8189	31.7897	32.7907	33.2824	33.8649	34.5422
4005	Biweekly	1,865.16	1,923.91	1,984.50	2,046.99	2,111.46	2,177.94	2,246.53	2,317.27	2,390.24	2,465.51	2,543.18	2,623.26	2,662.59	2,709.19	2,763.38
	Monthly	4,041.18	4,168.47	4,299.75	4,435.15	4,574.83	4,718.87	4,867.48	5,020.75	5,178.85	5,341.94	5,510.22	5,683.73	5,768.95	5,869.91	5,987.32
	Annual	48,494.16	50,021.66	51,597.00	53,221.74	54,897.96	56,626.44	58,409.78	60,249.02	62,146.24	64,103.26	66,122.68	68,204.76	69,227.34	70,438.94	71,847.88

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
EQUIP OPER STR	Hourly	20.8650	21.5217	22.1992	22.8978	23.6189	24.3623	25.1290	25.9201	26.7361	27.5777	28.4458	29.3412	29.7813	30.3027	30.9087
4010	Biweekly	1,669.20	1,721.74	1,775.94	1,831.82	1,889.51	1,948.98	2,010.32	2,073.61	2,138.89	2,206.22	2,275.66	2,347.30	2,382.50	2,424.22	2,472.70
	Monthly	3,616.60	3,730.44	3,847.87	3,968.94	4,093.94	4,222.79	4,355.69	4,492.82	4,634.26	4,780.14	4,930.60	5,085.82	5,162.08	5,252.48	5,357.52
	Annual	43,399.20	44,765.24	46,174.44	47,627.32	49,127.26	50,673.48	52,268.32	53,913.86	55,611.14	57,361.72	59,167.16	61,029.80	61,945.00	63,029.72	64,290.20

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
HORTICULTURIST	Hourly	23.8961	24.6526	25.4330	26.2383	27.0690	27.9258	28.8097	29.7221	30.6628	31.6337	32.6350	33.6683	34.1734	34.7715	35.4669
4020	Biweekly	1,911.69	1,972.21	2,034.64	2,099.06	2,165.52	2,234.06	2,304.78	2,377.77	2,453.02	2,530.70	2,610.80	2,693.46	2,733.87	2,781.72	2,837.35
	Monthly	4,142.00	4,273.12	4,408.39	4,547.96	4,691.96	4,840.46	4,993.69	5,151.84	5,314.88	5,483.18	5,656.73	5,835.83	5,923.39	6,027.06	6,147.59
	Annual	49,703.94	51,277.46	52,900.64	54,575.56	56,303.52	58,085.56	59,924.28	61,822.02	63,778.52	65,798.20	67,880.80	70,029.96	71,080.62	72,324.72	73,771.10

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
MAINT WRK CMTRY	Hourly	19.7275	20.3501	20.9922	21.6550	22.3382	23.0432	23.7703	24.5205	25.2942	26.0926	26.9160	27.7654	28.1819	28.6751	29.2485
4040	Biweekly	1,578.20	1,628.01	1,679.38	1,732.40	1,787.06	1,843.46	1,901.62	1,961.64	2,023.54	2,087.41	2,153.28	2,221.23	2,254.55	2,294.01	2,339.88
	Monthly	3,419.43	3,527.36	3,638.66	3,753.53	3,871.96	3,994.16	4,120.18	4,250.22	4,384.34	4,522.72	4,665.44	4,812.67	4,884.86	4,970.36	5,069.74
	Annual	41,033.20	42,328.26	43,663.88	45,042.40	46,463.56	47,929.96	49,442.12	51,002.64	52,612.04	54,272.66	55,985.28	57,751.98	58,618.30	59,644.26	60,836.88

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
MAINT WRK STRTS	Hourly	19.4506	20.0641	20.6972	21.3501	22.0236	22.7182	23.4351	24.1742	24.9369	25.7233	26.5350	27.3720	27.7825	28.2688	28.8342
4045	Biweekly	1,556.05	1,605.13	1,655.78	1,708.01	1,761.89	1,817.46	1,874.81	1,933.94	1,994.95	2,057.86	2,122.80	2,189.76	2,222.60	2,261.50	2,306.74
	Monthly	3,371.44	3,477.78	3,587.52	3,700.69	3,817.43	3,937.83	4,062.09	4,190.20	4,322.39	4,458.70	4,599.40	4,744.48	4,815.63	4,899.92	4,997.94
	Annual	40,457.30	41,733.38	43,050.28	44,408.26	45,809.14	47,253.96	48,745.06	50,282.44	51,868.70	53,504.36	55,192.80	56,933.76	57,787.60	58,799.00	59,975.24

Exhibit C

AFSCME SALARY TABLE - FY 2020 - 2021
CEMETERY/PARKS/STREETS

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
MAINT WRK PRKS	Hourly	19.4596	20.0749	20.7092	21.3638	22.0393	22.7359	23.4547	24.1965	24.9612	25.7502	26.5643	27.4040	27.8153	28.3019	28.8679
4050	Biweekly	1,556.77	1,605.99	1,656.74	1,709.10	1,763.14	1,818.87	1,876.38	1,935.72	1,996.90	2,060.02	2,125.14	2,192.32	2,225.22	2,264.15	2,309.43
	Monthly	3,373.00	3,479.65	3,589.60	3,703.05	3,820.14	3,940.89	4,065.49	4,194.06	4,326.62	4,463.38	4,604.47	4,750.03	4,821.31	4,905.66	5,003.77
	Annual	40,476.02	41,755.74	43,075.24	44,436.60	45,841.64	47,290.62	48,785.88	50,328.72	51,919.40	53,560.52	55,253.64	57,000.32	57,855.72	58,867.90	60,045.18

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
MAINT WRK WTRPK	Hourly	19.4596	20.0749	20.7092	21.3638	22.0393	22.7359	23.4547	24.1965	24.9612	25.7502	26.5643	27.4040	27.8153	28.3019	28.8679
4051	Biweekly	1,556.77	1,605.99	1,656.74	1,709.10	1,763.14	1,818.87	1,876.38	1,935.72	1,996.90	2,060.02	2,125.14	2,192.32	2,225.22	2,264.15	2,309.43
	Monthly	3,373.00	3,479.65	3,589.60	3,703.05	3,820.14	3,940.89	4,065.49	4,194.06	4,326.62	4,463.38	4,604.47	4,750.03	4,821.31	4,905.66	5,003.77
	Annual	40,476.02	41,755.74	43,075.24	44,436.60	45,841.64	47,290.62	48,785.88	50,328.72	51,919.40	53,560.52	55,253.64	57,000.32	57,855.72	58,867.90	60,045.18

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
SR EQUP OPR STR	Hourly	22.3929	23.1002	23.8301	24.5828	25.3596	26.1609	26.9872	27.8398	28.7196	29.6269	30.5629	31.5283	32.0014	32.5614	33.2126
4055	Biweekly	1,791.43	1,848.02	1,906.41	1,966.62	2,028.77	2,092.87	2,158.98	2,227.18	2,297.57	2,370.15	2,445.03	2,522.26	2,560.11	2,604.91	2,657.01
	Monthly	3,881.43	4,004.04	4,130.56	4,261.01	4,395.67	4,534.55	4,677.79	4,825.56	4,978.07	5,135.33	5,297.57	5,464.90	5,546.91	5,643.97	5,756.86
	Annual	46,577.18	48,048.52	49,566.66	51,132.12	52,748.02	54,414.62	56,133.48	57,906.68	59,736.82	61,623.90	63,570.78	65,578.76	66,562.86	67,727.66	69,082.26

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
SR MAIN WRK STR	Hourly	22.2384	22.9409	23.6657	24.4135	25.1846	25.9804	26.8010	27.6478	28.5214	29.4227	30.3520	31.3111	31.7808	32.3366	32.9835
4060	Biweekly	1,779.07	1,835.27	1,893.26	1,953.08	2,014.77	2,078.43	2,144.08	2,211.82	2,281.71	2,353.82	2,428.16	2,504.89	2,542.46	2,586.93	2,638.68
	Monthly	3,854.65	3,976.42	4,102.06	4,231.67	4,365.34	4,503.27	4,645.51	4,792.28	4,943.71	5,099.94	5,261.01	5,427.26	5,508.66	5,605.02	5,717.14
	Annual	46,255.82	47,717.02	49,224.76	50,780.08	52,384.02	54,039.18	55,746.08	57,507.32	59,324.46	61,199.32	63,132.16	65,127.14	66,103.96	67,260.18	68,605.68

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
TRAFFIC SIG TEC	Hourly	22.0846	22.7824	23.5022	24.2448	25.0106	25.8007	26.6158	27.4568	28.3243	29.2192	30.1422	31.0946	31.5611	32.1132	32.7555
4070	Biweekly	1,766.77	1,822.59	1,880.18	1,939.58	2,000.85	2,064.06	2,129.26	2,196.54	2,265.94	2,337.54	2,411.38	2,487.57	2,524.89	2,569.06	2,620.44
	Monthly	3,828.00	3,948.95	4,073.72	4,202.42	4,335.18	4,472.13	4,613.40	4,759.17	4,909.54	5,064.67	5,224.66	5,389.74	5,470.60	5,566.30	5,677.62
	Annual	45,936.02	47,387.34	48,884.68	50,429.08	52,022.10	53,665.56	55,360.76	57,110.04	58,914.44	60,776.04	62,695.88	64,676.82	65,647.14	66,795.56	68,131.44

Exhibit D

AFSCME SALARY TABLE - FY 2021 - 2022
CEMETERY/PARKS/STREETS

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
FL SRV MECHANIC	Hourly	23.3145	24.0489	24.8062	25.5874	26.3932	27.2242	28.0816	28.9659	29.8780	30.8189	31.7897	32.7907	33.2824	33.8649	34.5422
4005	Biweekly	1,865.16	1,923.91	1,984.50	2,046.99	2,111.46	2,177.94	2,246.53	2,317.27	2,390.24	2,465.51	2,543.18	2,623.26	2,662.59	2,709.19	2,763.38
	Monthly	4,041.18	4,168.47	4,299.75	4,435.15	4,574.83	4,718.87	4,867.48	5,020.75	5,178.85	5,341.94	5,510.22	5,683.73	5,768.95	5,869.91	5,987.32
	Annual	48,494.16	50,021.66	51,597.00	53,221.74	54,897.96	56,626.44	58,409.78	60,249.02	62,146.24	64,103.26	66,122.68	68,204.76	69,227.34	70,438.94	71,847.88

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
EQUIP OPER STR	Hourly	20.8650	21.5217	22.1992	22.8978	23.6189	24.3623	25.1290	25.9201	26.7361	27.5777	28.4458	29.3412	29.7813	30.3027	30.9087
4010	Biweekly	1,669.20	1,721.74	1,775.94	1,831.82	1,889.51	1,948.98	2,010.32	2,073.61	2,138.89	2,206.22	2,275.66	2,347.30	2,382.50	2,424.22	2,472.70
	Monthly	3,616.60	3,730.44	3,847.87	3,968.94	4,093.94	4,222.79	4,355.69	4,492.82	4,634.26	4,780.14	4,930.60	5,085.82	5,162.08	5,252.48	5,357.52
	Annual	43,399.20	44,765.24	46,174.44	47,627.32	49,127.26	50,673.48	52,268.32	53,913.86	55,611.14	57,361.72	59,167.16	61,029.80	61,945.00	63,029.72	64,290.20

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
HORTICULTURIST	Hourly	23.8961	24.6526	25.4330	26.2383	27.0690	27.9258	28.8097	29.7221	30.6628	31.6337	32.6350	33.6683	34.1734	34.7715	35.4669
4020	Biweekly	1,911.69	1,972.21	2,034.64	2,099.06	2,165.52	2,234.06	2,304.78	2,377.77	2,453.02	2,530.70	2,610.80	2,693.46	2,733.87	2,781.72	2,837.35
	Monthly	4,142.00	4,273.12	4,408.39	4,547.96	4,691.96	4,840.46	4,993.69	5,151.84	5,314.88	5,483.18	5,656.73	5,835.83	5,923.39	6,027.06	6,147.59
	Annual	49,703.94	51,277.46	52,900.64	54,575.56	56,303.52	58,085.56	59,924.28	61,822.02	63,778.52	65,798.20	67,880.80	70,029.96	71,080.62	72,324.72	73,771.10

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
MAINT WRK CMTRY	Hourly	19.7275	20.3501	20.9922	21.6550	22.3382	23.0432	23.7703	24.5205	25.2942	26.0926	26.9160	27.7654	28.1819	28.6751	29.2485
4040	Biweekly	1,578.20	1,628.01	1,679.38	1,732.40	1,787.06	1,843.46	1,901.62	1,961.64	2,023.54	2,087.41	2,153.28	2,221.23	2,254.55	2,294.01	2,339.88
	Monthly	3,419.43	3,527.36	3,638.66	3,753.53	3,871.96	3,994.16	4,120.18	4,250.22	4,384.34	4,522.72	4,665.44	4,812.67	4,884.86	4,970.36	5,069.74
	Annual	41,033.20	42,328.26	43,663.88	45,042.40	46,463.56	47,929.96	49,442.12	51,002.64	52,612.04	54,272.66	55,985.28	57,751.98	58,618.30	59,644.26	60,836.88

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
MAINT WRK STRTS	Hourly	19.4506	20.0641	20.6972	21.3501	22.0236	22.7182	23.4351	24.1742	24.9369	25.7233	26.5350	27.3720	27.7825	28.2688	28.8342
4045	Biweekly	1,556.05	1,605.13	1,655.78	1,708.01	1,761.89	1,817.46	1,874.81	1,933.94	1,994.95	2,057.86	2,122.80	2,189.76	2,222.60	2,261.50	2,306.74
	Monthly	3,371.44	3,477.78	3,587.52	3,700.69	3,817.43	3,937.83	4,062.09	4,190.20	4,322.39	4,458.70	4,599.40	4,744.48	4,815.63	4,899.92	4,997.94
	Annual	40,457.30	41,733.38	43,050.28	44,408.26	45,809.14	47,253.96	48,745.06	50,282.44	51,868.70	53,504.36	55,192.80	56,933.76	57,787.60	58,799.00	59,975.24

Exhibit D

AFSCME SALARY TABLE - FY 2021 - 2022
CEMETERY/PARKS/STREETS

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
MAINT WRK PRKS	Hourly	19.4596	20.0749	20.7092	21.3638	22.0393	22.7359	23.4547	24.1965	24.9612	25.7502	26.5643	27.4040	27.8153	28.3019	28.8679
4050	Biweekly	1,556.77	1,605.99	1,656.74	1,709.10	1,763.14	1,818.87	1,876.38	1,935.72	1,996.90	2,060.02	2,125.14	2,192.32	2,225.22	2,264.15	2,309.43
	Monthly	3,373.00	3,479.65	3,589.60	3,703.05	3,820.14	3,940.89	4,065.49	4,194.06	4,326.62	4,463.38	4,604.47	4,750.03	4,821.31	4,905.66	5,003.77
	Annual	40,476.02	41,755.74	43,075.24	44,436.60	45,841.64	47,290.62	48,785.88	50,328.72	51,919.40	53,560.52	55,253.64	57,000.32	57,855.72	58,867.90	60,045.18

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
MAINT WRK WTRPK	Hourly	19.4596	20.0749	20.7092	21.3638	22.0393	22.7359	23.4547	24.1965	24.9612	25.7502	26.5643	27.4040	27.8153	28.3019	28.8679
4051	Biweekly	1,556.77	1,605.99	1,656.74	1,709.10	1,763.14	1,818.87	1,876.38	1,935.72	1,996.90	2,060.02	2,125.14	2,192.32	2,225.22	2,264.15	2,309.43
	Monthly	3,373.00	3,479.65	3,589.60	3,703.05	3,820.14	3,940.89	4,065.49	4,194.06	4,326.62	4,463.38	4,604.47	4,750.03	4,821.31	4,905.66	5,003.77
	Annual	40,476.02	41,755.74	43,075.24	44,436.60	45,841.64	47,290.62	48,785.88	50,328.72	51,919.40	53,560.52	55,253.64	57,000.32	57,855.72	58,867.90	60,045.18

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
SR EQUP OPR STR	Hourly	22.3929	23.1002	23.8301	24.5828	25.3596	26.1609	26.9872	27.8398	28.7196	29.6269	30.5629	31.5283	32.0014	32.5614	33.2126
4055	Biweekly	1,791.43	1,848.02	1,906.41	1,966.62	2,028.77	2,092.87	2,158.98	2,227.18	2,297.57	2,370.15	2,445.03	2,522.26	2,560.11	2,604.91	2,657.01
	Monthly	3,881.43	4,004.04	4,130.56	4,261.01	4,395.67	4,534.55	4,677.79	4,825.56	4,978.07	5,135.33	5,297.57	5,464.90	5,546.91	5,643.97	5,756.86
	Annual	46,577.18	48,048.52	49,566.66	51,132.12	52,748.02	54,414.62	56,133.48	57,906.68	59,736.82	61,623.90	63,570.78	65,578.76	66,562.86	67,727.66	69,082.26

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
SR MAIN WRK STR	Hourly	22.2384	22.9409	23.6657	24.4135	25.1846	25.9804	26.8010	27.6478	28.5214	29.4227	30.3520	31.3111	31.7808	32.3366	32.9835
4060	Biweekly	1,779.07	1,835.27	1,893.26	1,953.08	2,014.77	2,078.43	2,144.08	2,211.82	2,281.71	2,353.82	2,428.16	2,504.89	2,542.46	2,586.93	2,638.68
	Monthly	3,854.65	3,976.42	4,102.06	4,231.67	4,365.34	4,503.27	4,645.51	4,792.28	4,943.71	5,099.94	5,261.01	5,427.26	5,508.66	5,605.02	5,717.14
	Annual	46,255.82	47,717.02	49,224.76	50,780.08	52,384.02	54,039.18	55,746.08	57,507.32	59,324.46	61,199.32	63,132.16	65,127.14	66,103.96	67,260.18	68,605.68

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
TRAFFIC SIG TEC	Hourly	22.0846	22.7824	23.5022	24.2448	25.0106	25.8007	26.6158	27.4568	28.3243	29.2192	30.1422	31.0946	31.5611	32.1132	32.7555
4070	Biweekly	1,766.77	1,822.59	1,880.18	1,939.58	2,000.85	2,064.06	2,129.26	2,196.54	2,265.94	2,337.54	2,411.38	2,487.57	2,524.89	2,569.06	2,620.44
	Monthly	3,828.00	3,948.95	4,073.72	4,202.42	4,335.18	4,472.13	4,613.40	4,759.17	4,909.54	5,064.67	5,224.66	5,389.74	5,470.60	5,566.30	5,677.62
	Annual	45,936.02	47,387.34	48,884.68	50,429.08	52,022.10	53,665.56	55,360.76	57,110.04	58,914.44	60,776.04	62,695.88	64,676.82	65,647.14	66,795.56	68,131.44

RESOLUTION 2018-221

WHEREAS, pursuant to Neb. Rev. Stat., §16-201, the City Of Grand Island (City) has the authority to make all contracts and do all other acts in relation to the property and concerns of the City necessary to the exercise of its corporate powers; and

WHEREAS, an employee bargaining unit at the City of Grand Island is represented by the Nebraska Public Employees, Local 251 of the American Federation of State, County and Municipal Employees, AFL-CIO (AFSCME) and

WHEREAS, representatives of the City and AFSCME met to negotiate a labor agreement, and

WHEREAS, the City reached an agreement with AFSCME and the agreement has been presented to City Council for approval.

NOW, THEREFORE, 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 Nebraska Public Employees, Local 251 of the American Federation of State, County and Municipal Employees, AFL-CIO for the period of October 1, 2018 through September 30, 2022.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, on July 24, 2018.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form ² July 20, 2018	_____ City Attorney
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City of Grand Island

Tuesday, July 24, 2018

Council Session

Item I-4

**#2018-222 - Consideration of Approving Labor Agreement
between the City of Grand Island and the International
Brotherhood of Electrical Workers (IBEW), Local 1597
Wastewater Treatment Plant**

Staff Contact: Aaron Schmid, Human Resources Director

Council Agenda Memo

From: Aaron Schmid, Human Resources Director

Meeting: July 24, 2018

Subject: Approval of Labor Agreement between the City of Grand Island and the International Brotherhood of Electrical Workers, Local 1597 Wastewater Treatment Plant

Presenter(s): Aaron Schmid, Human Resources Director

Background

Seven job classifications in the Public Works Department currently work under the conditions outlined in the labor agreement between the City of Grand Island (City) and the International Brotherhood of Electrical Workers (IBEW), Local 1597 Wastewater Treatment Plant. The current labor agreement expires as of midnight September 30, 2018. The City and the IBEW met to negotiate the terms of a new agreement. The negotiations were handled in good faith with both parties focused on a fair contract.

Discussion

The proposed labor agreement will begin October 1, 2018 and run through September 30, 2022. A salary array was mutually conducted as part of the negotiations process. The changes that are proposed were primarily based on comparability studies from the salary array. A summary of changes are listed below and follow the order of the contract:

1. The agreement will be effective October 1, 2018 to September 30, 2022.
2. The contract will add the Biosolids Technician and Stormwater Program Manager classifications. The Lead Wastewater Plant Operator is a new classification. The Wastewater Treatment Plant Clerk will move to the IBEW Service/Clerical contract. The Lead Maintenance Worker and Lead Maintenance Mechanic are re-titles of existing classifications.
3. The contract incorporates a memo of understanding regarding ten and twelve hour shifts. (The language appears in multiple sections of the contract).
4. A meal allowance is added for shifts that extend two hours beyond the normally scheduled shift.
5. An annual payout date is included for compensatory time that has not been used.
6. Stand-by duty will include a stipulation that employees must find a replacement if they are not available while on stand-by duty.
7. Call-back pay will be paid at double time during holidays.

8. Holiday dates have been defined in the contract.
9. Use of medical leave for an immediate family member is allowed to extend beyond eighty hours provided the qualifying family member meets the definition of a serious health condition as defined by the Family Medical Leave Act.
10. Compensation for unused medical leave at retirement will increase from 25% to 36%. The payout continues to be made to an employee's VEBA account.
11. Use of bereavement leave has been further defined and allows for verification if needed.
12. Language was amended to remove temporary disability leave and specifically follow Nebraska Workers' Compensation law.
13. The leave request process was updated to reflect the use of MUNIS.
14. The terms of the retirement savings plan have been defined in the contract. Contributions will increase from 6% to 7.5%.
15. The pay steps will decrease from 11 steps to 8 steps.
16. Rates of pay are defined per fiscal year. A 3% adjust will occur each fiscal year.
17. Longevity pay is included in the contract. A schedule of service years and associated dollar amounts are included in the language.
18. A pay stipend for the lead maintenance worker has been removed and the salary adjusted. Shift differentials have been adjusted on 2nd and 3rd shift.
19. The Union will have 30 minutes access to new hires at orientation.
20. The uniforms and protective clothing language has been modified to more closely resemble the AFSCME contract language.
21. VEBA contributions will increase from \$15 to \$20 per pay period.
22. Language has been added to further clarify that the Union will not contact Council directly regarding items of industrial relations.

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, Local 1597 Wastewater Treatment Plant.

Sample Motion

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



and

UNION LOCAL NO. 1597, I.B.E.W., AFL-CIO

WASTEWATER TREATMENT PLANT

October 1, ~~2014~~2018 through September 30, ~~2018~~2022

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AGREEMENT

THIS AGREEMENT, dated this _____ day of September, ~~2014~~2018, 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, ~~2014~~2018 through and including September 30, ~~2018~~2022.

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

Biosolids Technician

Equipment Operator

Lead Maintenance Worker

Lead Maintenance Mechanic

Lead Wastewater Plant Operator

Maintenance Worker

Maintenance Mechanic I/II

Stormwater Program Manager

Wastewater Plant Operator I/II

Wastewater Laboratory Technician

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.

Work schedules for employees scheduled to work twelve (12) hour shifts may be arranged to the greatest extent possible as:

1. Two (2) consecutive work days followed by;
2. Two (2) consecutive days off followed by;
3. Three (3) consecutive work days followed by;
4. Two (2) consecutive days off followed by;
5. Two (2) consecutive work days followed by;
6. Three (3) consecutive days off.

In the alternative and at the discretion of the City, twelve (12) hour shifts may also be arranged as:

1. Four (4) consecutive work days followed by;
2. Three (3) consecutive days off followed by;
3. Three (3) consecutive workdays followed by;
4. Four (4) consecutive days.

Work schedules for employees scheduled to work ten (10) hour shifts shall be arranged to the greatest extent possible as:

1. Four (4) consecutive work days followed by;
2. Three (3) consecutive days off.

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. LUNCH PERIODS

A meal allowance for actual cost, or up to Twelve Dollars (\$12.00) per meal, shall be granted for all employees if they are required to work two (2) hours overtime consecutively with their normal working hours and if such overtime would normally interfere with and disrupt the employee's normal meal schedule. Nothing in this section shall prohibit the City from exceeding the amount of this allocation or consecutive hour requirement in providing an allowance for emergency situations.

ED. 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.

DE. 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.

EMPLOYEES WORKING TWELVE (12) OR TEN (10) HOUR SHIFTS:

All officially authorized work performed in excess of eighty(80) hours during a two week pay period 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.

1.

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, but must be taken by the last full pay period in March following the end of the calendar year in which it is earned; compensatory time remaining at the end of this period shall be paid in cash. However, the employee retains the right to cash out his/her compensatory time at any time. 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.

EF. 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. Failure to be available or to make arrangements with another qualified duty employee who will be available by telephone shall make the employee ineligible for stand-by duty compensation for the pay period involved. When another qualified duty employee is utilized, stand-by compensation shall be divided between the two employees based on the number of days each employee was on duty.
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 ten (10) miles of the Wastewater Treatment Plant.

FG. 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.

In the event an employee is called to duty during a holiday that he/she was not scheduled to work, such employee shall be paid at the rate of two (2) times the employee's base hourly rate times the actual number of hours worked, although the employee shall be compensated for no less than two (2) 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	Martin Luther King, Jr. Day
Memorial Day	Independence Day
Labor Day	Veterans' Day
Thanksgiving Day	Friday following Thanksgiving
Christmas Day	
<u>New Year's Day</u>	<u>January 1</u>
<u>Martin Luther King, Jr. Day</u>	<u>Third Monday in January</u>
<u>Memorial Day</u>	<u>Last Monday in May</u>
<u>Independence Day</u>	<u>July 4</u>
<u>Labor Day</u>	<u>First Monday in September</u>
<u>Veterans' Day</u>	<u>November 11</u>
<u>Thanksgiving Day</u>	<u>Fourth Thursday in November</u>
<u>Friday following Thanksgiving</u>	<u>Fourth Friday in November</u>
<u>Christmas Day</u>	<u>December 25</u>

Holidays will run from midnight to midnight for the calendar day the holiday falls on.

For employees working twelve (12) or ten (10) hour shifts, the compensation for holidays which those employees did not work is eight (8) hours of regular pay.

For employees working twelve (12) or ten (10) hour shifts, the credit for computing overtime pay for holidays which those employees did not work is eight (8) hours.

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~~ and 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. The City will provide two annual personal leave days that will be granted on October 1st and must be used by ~~the last full pay period in~~ September 15th. Credit for each Personal Leave Day shall not exceed eight (8) hours regardless of the time length of the scheduled shift for any particular day. 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 (6) month introductory period, an employee will have available forty (40) hours of vacation time. The employee will accrue an additional forty (40) hours in the first six (6) months of continuous service following the introductory period.
2. Years 2 through 4 Eighty (80) Hours
3. Years 5 through 9 One Hundred Fifteen (115) Hours
4. Years 10 through 14 One Hundred Thirty-Six (136) Hours
5. Years 15 through 19 One Hundred Sixty (160) Hours
6. Years 20 through 24 One Hundred Seventy-Eight (178) Hours
7. Years 25 + Two Hundred (200) Hours

All vacation will accrue on a prorated basis using a twenty-six (26) 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. Credit toward vacation leave shall not be earned while an employee is on leave of absence without pay.

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.

Employees working twelve (12) hour shifts shall take a vacation of at least thirty-six (36) hours consisting of three (3) consecutive vacation days each year when eligible and sufficient vacation hours have accrued.

Employees working ten (10) hour shifts shall take a vacation of at least forty (40) hours consisting of four (4) consecutive vacation days each year when eligible and sufficient vacation hours have 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 scheduled 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.

Employees working twelve (12) hour shifts shall make one (1) choice of a minimum of thirty-six (36) hours over three (3) consecutive days and a maximum of as many hours over consecutive work days as the employee has accrued vacation time.

Employees working ten (10) hour shifts may shall one (1) choice of a minimum of forty (40) hours over four (4) consecutive days and a maximum of as many hours over consecutive work days as the employee has accrued vacation time.

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 forty (40) 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.

~~Employees who have more than the limit allowed at the commencement of the contract will have until January 31, 2015 to come into compliance with the limits. After January 31, 2015 any amount above the limits will be forfeited.~~

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 eighty (80) hours of medical leave per year to care for immediate family members. In instances where extended care is needed [beyond eighty (80) hours per year], the qualifying family member must meet the definition of a serious health condition as defined by the Family Medical Leave Act.

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.

For employees working twelve (12) or ten (10) hour shifts, 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, 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 1,339 hours.

1. All employees shall be paid ~~twenty-five~~thirty-six percent (~~25~~36%) 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.

2. All employees shall be paid ~~twenty-five~~thirty-six percent (~~25~~36%) for their accumulated medical leave at the time of early retirement, which shall be defined as being at least fifty-five (55) years of age with ten (10) years of service, the rate of compensation to be based on the employee's salary at the time of early retirement; or an employee who has completed twenty-five (25) years of service. The payout for medical leave shall go to the employee's VEBA account.

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 request~~ 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.

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, 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 per occurrence for the death of an immediate family member which includes parents, spouses, children, siblings, grandparents, grandchildren, and in-laws of the same relation, regardless of when it occurs. The City may request verification of the need for the bereavement leave. 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.

For employees working twelve (12) or ten (10) hour shifts, bereavement leave shall be granted to eligible employees for up to sixteen (16) hours per calendar year for non-immediate family members. Non-immediate family member shall mean, 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 twenty four (24) hours of paid bereavement leave for the death of an immediate family member which includes parents, spouses, children, siblings, grandparents, grandchildren, 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 shall receive workers compensation benefits as allowed under the Nebraska Worker's Compensation law. ~~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.B. 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. To the fullest extent permitted by law, the City of Grand Island, its insurers, and third-party administrators reserve the right of subrogation because of workers compensation benefits or medical expenses paid or to be paid to or on behalf of any employee who is injured or disabled by a third party, and reserves the right to (i) pursue collection from the employee of any money paid by the third party to the extent of payments by the City, its insurers, and third-party administrators, and (ii) pursue collection from any such third party.~~

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.C. 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 immediately 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.~~ Requests for leave must be entered into MUNIS indicating the kind of leave, duration, and dates of departure and return. Requests must be approved prior to the taking of the leave. -In the case of unforeseeable medical leave or other emergency situation, the ~~form request~~ shall be completed and submitted for approval immediately upon the employee's return to duty. -Unless a ~~leave form request~~ 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~~ RETIREMENT PLAN

~~1.——~~The City agrees that the employees covered under this agreement ~~are covered under the pension plan adopted by Ordinance No. 4244, as amended.~~ will participate in the City's mandatory retirement defined contribution plan. Employees shall contribute through deductions from pay seven and one-half (7.5) percent of gross earnings and shall be matched seven and one-half (7.5) percent by the City. Employee eligibility is effective on date of employment. A five (5) year vesting schedule applies to City's contributions.

B. AMENDMENTS

The City reserves the right to change the retirement plan in accordance with mandatory existing and future statutes or federal legislation or regulations.

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.
- ~~3.~~
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

Steps 2 - ~~H8~~ Upon successful completion of one (1) year of service of the anniversary of the employee's hire date or the anniversary date of the employee's promotion or demotion.

2. The introductory period for new employees shall be six months, unless otherwise extended by the Department Director.

B. SURVEY

The City and the Union surveyed the following array of cities to determine current labor market comparable salaries and benefits for work performed in the various job classifications covered by this agreement: Ames, Iowa; Iowa City, Iowa, Jefferson City, Missouri, Lawrence, Kansas, Sioux City, Iowa, St. Joseph, Missouri, Rapid City, South Dakota and Manhattan, Kansas. Said array conforms to the standards established by the Nebraska Commission of Industrial Relations (CIR). Using the survey results, the

Union and the City established a pay range for each class of work covered by this agreement.

C. ~~2014-2018~~ – ~~2015-2019~~ FISCAL YEAR

See Exhibit “A”, attached hereto, ~~Employees in Step 8 as of October 1, 2014 shall move to Step 9~~ effective the first full pay period on or after October 1, ~~2014~~2018.

D. ~~2015-2019~~ – ~~2016-2020~~ FISCAL YEAR

— See Exhibit “B”, attached hereto, ~~Employees in Step 9 on October 1, 2015 shall move to Step 10~~ effective the first full pay period on or after October 1, ~~2015~~2019.

E. ~~2016-2020~~ – ~~2017-2021~~ FISCAL YEAR

See Exhibit “C”, attached hereto, ~~Employees in Step 10 on October 1, 2016 shall move to Step 11~~ effective the first full pay period on or after October 1, ~~2016~~2020.

F. ~~2017-2021~~ – ~~2018-2022~~ FISCAL YEAR

See Exhibit “D”, attached hereto, effective the first full pay period on or after October 1, ~~2017~~2021.

G. LONGEVITY

Effective the first full pay period in October 2018, in addition to an employee's base salary provided for elsewhere in this Agreement, each employee of the bargaining unit shall annually receive longevity pay based upon the total length of service with the City. Such pay shall be effective beginning with the first full pay period following completion of the specified years of service. Payment shall be made on a prorated basis on each regular pay day. The following annual longevity pay rate schedule shall apply:

<u>5 years</u>	<u>\$ 226.00 (Beginning 6th Year)</u>
<u>10 years</u>	<u>\$ 443.00 (Beginning 11th Year)</u>
<u>15 years</u>	<u>\$ 624.00 (Beginning 16th Year)</u>
<u>20 years</u>	<u>\$ 796.00 (Beginning 21st Year)</u>
<u>25 years</u>	<u>\$ 994.00 (Beginning 26st Year)</u>
<u>40 years</u>	<u>\$1,174.00 (Beginning 41st Year)</u>

GH. STIPENDS AND SHIFT DIFFERENTIAL

— ~~The Department Director or his or her designee may name no more than one lead maintenance worker who will receive a \$40.00 per pay period stipend.~~ Employees who are regularly scheduled to work swing shift will receive an additional ~~45~~twenty-five cents (\$0.~~45~~25) per hour; employees who are regularly schedule to work graveyard shift

will receive an additional ~~25~~thirty-five cents (\$0.~~25~~35) per hour for wages attributable to those shifts. Other employees who are called back to work or who are on standby duty are not entitled to shift differential. No other classes will receive a stipend.

Employees working twelve (12) or ten (10) hour shifts will receive an additional twenty-five cents (\$0.25) per hour for wages attributable to the evening shift. The evening shift will be that period designated by the City.

HI. 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 five (5) consecutive work days, the employee is entitled to compensation, commencing on the sixth (6th) 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.
4. The City agrees to allow the Union access to new hires within the Wastewater Treatment Plant bargaining unit for up to thirty (30) minutes during orientation.

~~3.~~

C. GRIEVANCE PROCEDURES

An alleged grievance arising from an employee shall be handled either by

following the City Personnel Rules, or the Grievance Procedure in the manner described below. The employee must choose, prior to beginning the process, to either follow the Personnel Rules or this Grievance Procedure – the employee may not do both. The employee must make this choice within three (3) business days.

A grievance for the purpose of this Agreement refers to a question of the interpretation of the terms of the labor agreement between the City and the Union.

First Step - Any employee who believes that he or she has a justifiable request or grievance shall discuss the request or complaint within five (5) work days with his or her foreman, with or without the Union steward being present, as the employee may elect, in an attempt to settle same.

The foregoing procedure, if followed in good faith by both parties, should lead to a fair and speedy solution of most of the complaints arising out of the day to day operations of City government. However, if a complaint or request has not been satisfactorily resolved in Step 1, it may be presented and must be in writing and processed in Step 2 if the Union steward determines that it constitutes a meritorious grievance. A grievance, to be considered beyond Step 1, must be filed in writing with the foreman on forms provided by the City.

Second Step - If the alleged grievance is determined to be valid, the employee or his or her designated representative shall present it within ten (10) work days after the discussion with the foreman. The supervisor shall notify the employee in writing, within five (5) work days of his or her decision.

Third Step - If the grievance is not settled to the satisfaction of the employee, the employee or designated representative shall present it to the head of the department in writing within five (5) work days of the receipt of the decision of the immediate supervisor. The head of the department, or his or her designated representative, shall consider the grievance and shall notify the employee in writing of a decision within five (5) work days of the receipt of the grievance.

Fourth Step - If the grievance is not settled to the satisfaction of the employee, the employee or designated representative shall present it in writing to the Personnel-Human Resources Director within three (3) work days after the decision of the Department Director. The Personnel-Human Resources Director shall investigate the case within seven (7) work days and make a recommendation to the Chief Administrative Officer. The Chief Administrative Officer shall notify the employee of the decision made and of any action taken within seven (7) work days of the receipt of the grievance.

Fifth Step - If the grievance is not settled by the Chief Administrative Officer to the satisfaction of the employee, the employee may appeal, in writing, within ten (10) days of the receipt of the Chief Administrative Officer's decision to the arbitration. The arbitration procedure established in this step shall extend only to those grievances which are arbitrable under this agreement. The arbitration procedure shall be as follows:

a. The City and the Union shall obtain from the Federal Mediation and Conciliation Service a list of five (5) arbitrators. The City and Union shall take turns striking arbitrators until there is one left. The Union shall have the first strike. After the Union uses its first strike, the City shall exercise their first strike. The Union shall then exercise their final strike followed by the City exercising their final strike. A finding or award of the Arbitrator shall be advisory upon the parties.

b. The procedure to be followed in submitting the grievance to the Arbitrator shall, unless agreed upon by the parties prior to the hearing, be determined by the Arbitrator.

i. It is understood and agreed between the parties that the decision of the Arbitrator, constituted as set forth above, shall be advisory upon the parties, and that the Arbitrator's jurisdiction shall be limited to the application of this contract. The Arbitrator does not have the jurisdiction to amend, alter, enlarge, or ignore any provision of this contract.

ii. The expenses of the Arbitrator shall be shared equally between the City and the Union.

iii. It is specifically agreed that grievances shall not be combined for purposes of submitting them to arbitration. Only one grievance shall be heard in an arbitration proceeding.

iv. If the City raises the question as to whether a grievance is arbitrable under this section, the Arbitrator will not proceed under the assumption that the grievance is, in fact, arbitrable but must specifically rule on such question with the reason given therefor as part of their written decision. The Arbitrator may rule on the arbitrability and the merits in the same hearing.

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. UNIFORMS AND PROTECTIVE CLOTHING

- ~~1. 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.~~
- ~~3. The City will reimburse sixty percent (60%) of the actual cost of providing up to 2 pair of steel toe or safety toe boots that meets the ANSI standard per contract year.~~
1. The City will pay for one (1) pair of safety glasses and frames for each employee up to the amount allowed by the City's procurement policy. Employees must have eye examinations for prescription glasses at their expense, or have had their eyes checked within the last six (6) months. Employees will be allowed to choose the type of safety frames desired (plastic, combination plastic/metal, or metal). The City will pay for side

shields for employees desiring them. The City will pay for replacement or repair of safety glasses accidentally damaged during performance of assigned duties; provided, the employee's supervisor is notified immediately of the damage. The City will also pay for replacement of safety glasses when the employee has an examination showing his or her prescription has changed, said examination to be at the employee's expense. The employee will be responsible for repair of safety glasses damaged during off-duty hours. Safety glasses lost by employees must be replaced at the employee's expense.

2. Upon submission of proof of purchase, the City will reimburse employees for the purchase of safety steel toe boots or safety toe boots approved by the City to be used on the job. The reimbursement shall not exceed One Hundred-Fifty Dollars (\$150.00) per year, per pair. Two (2) pairs of safety boots are permitted each year.

The City will provide employees a winter coat/jacket and insulated bibs or coveralls that meets high visibility safety standards, to be inspected annually for replacement. In addition, employees will receive five (5) short sleeve work shirts and five (5) long sleeve work shirts, to be inspected annually for replacement. The shirts will also meet the high visibility safety standards.

3. Employees shall be permitted to participate in the uniform program established by the City of Grand Island. The City will pay sixty percent (60%) of the actual cost of providing and cleaning these uniforms. The employee shall pay forty percent (40%) of said cost.

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.

H. BILINGUAL PAY

Employees who are proficient in an approved second language will be paid \$1,500 per calendar year, payable in the second check in November. In order for an employee to collect bilingual pay, the employee must be actively employed in November. The Department Director will determine whether bilingual skills are needed based upon the interaction of the department with the public. If bilingual skills are needed, the Department Director will determine which languages are "approved" based upon the needs of the department as they relate to the demographics of Grand Island.

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

bilingual test will measure, among other things, an employee's conversational ability.

Bilingual pay will be prorated based on the employee's average hours worked. An employee that is hired as an interpreter will not be eligible for bilingual pay.

I. VOLUNTARY EMPLOYEE BENEFITS ASSOCIATION (VEBA)

All employees will be eligible to participate in the group VEBA. A contribution will be made on the employee's behalf each pay period in the amount of ~~Fifteen-Twenty~~ and No/100 Dollars (\$~~1520~~.00). Employees will have access to the money in their VEBA account for eligible medical expenses upon termination with the City.

ARTICLE XVI - MANAGEMENT RIGHTS

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:

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.
 - 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.

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. The Union and its membership agree that it will not contact or deal with any of the members of City Council concerning any aspects of negotiations, grievances, or any other relationship between the Union and the City.

MATTERS NOT MENTIONED

Any and all matters not specifically mentioned in this agreement are reserved to the City. Such matters reserved to the City and all matters specified in ARTICLE XVI above (except No. 3.a.), covering discipline and discharge for just cause) as management rights shall not be subject to the grievance procedures or negotiations during the life of this agreement. Matters that are mandatory topics of collective bargaining under applicable law will not be amended without mutual agreement during the term of this contract. All provisions of Chapters ~~one~~One, ~~two~~Two, and ~~three~~Three of the City Personnel Rules and Regulations now in effect not in conflict with this contract are by this reference made a part of this Agreement and shall not be amended unless agreed upon by both the Union and the City.

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, ~~2018~~2022.
3. Negotiations for a new agreement to take effect upon the termination of this agreement may begin any time after March 1, ~~2018~~2022.

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, ~~2014-2018~~ through September 30, ~~2018~~2022.

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 _____
~~JAY VAVRICEK~~ JEREMY L. JENSEN, MAYOR

ATTEST _____
RANAE EDWARDS, CITY CLERK

Dated _____

I.B.E.W. LOCAL 1597

BY _____
PRESIDENT LOCAL 1597

Dated _____

CHIEF STEWARD LOCAL 1597

EXHIBIT A

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
ACCOUNTING TECH	HOURLY	18.3776	19.3424	20.3578	21.4265	22.5514	23.7352	24.9813	26.2964
9500	BIWEEKLY	1,470.21	1,547.39	1,628.62	1,714.12	1,804.11	1,898.82	1,998.50	2,103.71
	MONTHLY	3,185.46	3,352.68	3,528.68	3,713.93	3,908.91	4,114.11	4,330.08	4,558.04
	ANNUAL	38,225.46	40,232.14	42,344.12	44,567.12	46,906.86	49,369.32	51,961.00	54,696.46

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
EQUIP OPERATOR	HOURLY	19.1650	20.1192	21.1209	22.1725	23.2764	24.4353	25.6519	26.9327
9540	BIWEEKLY	1,533.20	1,609.54	1,689.67	1,773.80	1,862.11	1,954.82	2,052.15	2,154.62
	MONTHLY	3,321.93	3,487.34	3,660.95	3,843.23	4,034.57	4,235.44	4,446.33	4,668.34
	ANNUAL	39,863.20	41,848.04	43,931.42	46,118.80	48,414.86	50,825.32	53,355.90	56,020.12

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
MAINT MECH I	HOURLY	19.1067	20.1121	21.1703	22.2843	23.4569	24.6912	25.9904	27.3618
9620	BIWEEKLY	1,528.54	1,608.97	1,693.62	1,782.74	1,876.55	1,975.30	2,079.23	2,188.94
	MONTHLY	3,311.84	3,486.10	3,669.51	3,862.60	4,065.86	4,279.82	4,505.00	4,742.70
	ANNUAL	39,742.04	41,833.22	44,034.12	46,351.24	48,790.30	51,357.80	54,059.98	56,912.44

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
LEAD MAINT MECH	HOURLY	22.2125	23.3476	24.5407	25.7947	27.1129	28.4984	29.9547	31.4897
9621	BIWEEKLY	1,777.00	1,867.81	1,963.26	2,063.58	2,169.03	2,279.87	2,396.38	2,519.18
	MONTHLY	3,850.17	4,046.92	4,253.73	4,471.09	4,699.57	4,939.72	5,192.16	5,458.22
	ANNUAL	46,202.00	48,563.06	51,044.76	53,653.08	56,394.78	59,276.62	62,305.88	65,498.68

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
MAINT WORKER	HOURLY	19.5859	20.6042	21.6754	22.8024	23.9879	25.2351	26.5471	27.9312
9625	BIWEEKLY	1,566.87	1,648.34	1,734.03	1,824.19	1,919.03	2,018.81	2,123.77	2,234.50
	MONTHLY	3,394.89	3,571.40	3,757.07	3,952.41	4,157.90	4,374.09	4,601.50	4,841.42
	ANNUAL	40,738.62	42,856.84	45,084.78	47,428.94	49,894.78	52,489.06	55,218.02	58,097.00

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
LEAD MAINT WRKR	HOURLY	20.6840	21.7178	22.8032	23.9430	25.1396	26.3961	27.7154	29.1045
9626	BIWEEKLY	1,654.72	1,737.42	1,824.26	1,915.44	2,011.17	2,111.69	2,217.23	2,328.36
	MONTHLY	3,585.23	3,764.41	3,952.56	4,150.12	4,357.54	4,575.33	4,804.00	5,044.78
	ANNUAL	43,022.72	45,172.92	47,430.76	49,801.44	52,290.42	54,903.94	57,647.98	60,537.36

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
WWTP LAB TECH	HOURLY	20.9751	22.0100	23.0960	24.2356	25.4315	26.6863	28.0030	29.3886
9723	BIWEEKLY	1,678.01	1,760.80	1,847.68	1,938.85	2,034.52	2,134.90	2,240.24	2,351.09
	MONTHLY	3,635.69	3,815.07	4,003.31	4,200.84	4,408.13	4,625.62	4,853.85	5,094.03
	ANNUAL	43,628.26	45,780.80	48,039.68	50,410.10	52,897.52	55,507.40	58,246.24	61,128.34

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
WWTP OPERATOR I	HOURLY	18.9093	19.8528	20.8433	21.8833	22.9752	24.1215	25.3251	26.5922
9725	BIWEEKLY	1,512.74	1,588.22	1,667.46	1,750.66	1,838.02	1,929.72	2,026.01	2,127.38
	MONTHLY	3,277.60	3,441.14	3,612.83	3,793.10	3,982.38	4,181.06	4,389.69	4,609.32
	ANNUAL	39,331.24	41,293.72	43,353.96	45,517.16	47,788.52	50,172.72	52,676.26	55,311.88

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
WWTP OPR II	HOURLY	21.2008	22.2651	23.3828	24.5567	25.7895	27.0841	28.4438	29.8757
9726	BIWEEKLY	1,696.06	1,781.21	1,870.62	1,964.54	2,063.16	2,166.73	2,275.50	2,390.06
	MONTHLY	3,674.80	3,859.29	4,053.01	4,256.50	4,470.18	4,694.58	4,930.25	5,178.46
	ANNUAL	44,097.56	46,311.46	48,636.12	51,078.04	53,642.16	56,334.98	59,163.00	62,141.56

EXHIBIT A

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
BIOSOLID TECH	HOURLY	20.7169	21.9584	23.2743	24.6691	26.1474	27.7143	29.3752	31.1405
BIOS	BIWEEKLY	1,657.35	1,756.67	1,861.94	1,973.53	2,091.79	2,217.14	2,350.02	2,491.24
	MONTHLY	3,590.93	3,806.12	4,034.20	4,275.98	4,532.21	4,803.80	5,091.71	5,397.69
	ANNUAL	43,091.10	45,673.42	48,410.44	51,311.78	54,386.54	57,645.64	61,100.52	64,772.24

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
LEAD WW OPER	HOURLY	23.0146	24.1700	25.3833	26.6576	27.9958	29.4013	30.8772	32.9929
LDOP	BIWEEKLY	1,841.17	1,933.60	2,030.66	2,132.61	2,239.66	2,352.10	2,470.18	2,639.43
	MONTHLY	3,989.20	4,199.74	4,421.39	4,654.74	4,900.42	5,159.03	5,431.31	5,718.77
	ANNUAL	47,870.42	50,396.84	53,056.64	55,856.84	58,804.98	61,908.34	65,175.76	68,625.18

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
STRMWTR MGR	HOURLY	22.6923	23.8911	25.1533	26.4821	27.8811	29.3541	30.9048	32.5421
STRM	BIWEEKLY	1,815.38	1,911.29	2,012.26	2,118.57	2,230.49	2,348.33	2,472.38	2,603.37
	MONTHLY	3,933.32	4,141.13	4,359.90	4,590.24	4,832.73	5,088.05	5,356.82	5,640.64
	ANNUAL	47,199.88	49,693.54	52,318.76	55,082.82	57,992.74	61,056.58	64,281.88	67,687.62

**FY 2019 - 2020
EXHIBIT B**

IBEW WASTEWATER TREATMENT PLANT

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
ACCOUNTING TECH	HOURLY	18.5411	19.5601	20.6351	21.7691	22.9655	24.2276	25.5591	26.9638
9500	BIWEEKLY	1,483.29	1,564.81	1,650.81	1,741.53	1,837.24	1,938.21	2,044.73	2,157.10
	MONTHLY	3,213.80	3,390.42	3,576.76	3,773.32	3,980.69	4,199.46	4,430.25	4,673.72
	ANNUAL	38,565.54	40,685.06	42,921.06	45,279.78	47,768.24	50,393.46	53,162.98	56,084.60
		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
EQUIP OPERATOR	HOURLY	19.8813	20.8683	21.9044	22.9918	24.1333	25.3314	26.5891	27.9091
9540	BIWEEKLY	1,590.50	1,669.46	1,752.35	1,839.34	1,930.66	2,026.51	2,127.13	2,232.73
	MONTHLY	3,446.08	3,617.16	3,796.76	3,985.24	4,183.10	4,390.77	4,608.78	4,837.58
	ANNUAL	41,353.00	43,405.96	45,561.10	47,822.84	50,197.16	52,689.26	55,305.38	58,050.98
		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
MAINT MECH I	HOURLY	19.3955	20.4654	21.5944	22.7857	24.0426	25.3690	26.7684	28.2451
9620	BIWEEKLY	1,551.64	1,637.23	1,727.55	1,822.86	1,923.41	2,029.52	2,141.47	2,259.61
	MONTHLY	3,361.89	3,547.33	3,743.03	3,949.53	4,167.39	4,397.29	4,639.85	4,895.82
	ANNUAL	40,342.64	42,567.98	44,916.30	47,394.36	50,008.66	52,767.52	55,678.22	58,749.86
		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
LEAD MAINT MECH	HOURLY	22.6243	23.8052	25.0477	26.3550	27.7306	29.1780	30.7010	32.3034
9621	BIWEEKLY	1,809.94	1,904.42	2,003.82	2,108.40	2,218.45	2,334.24	2,456.08	2,584.27
	MONTHLY	3,921.54	4,126.24	4,341.61	4,568.20	4,806.64	5,057.52	5,321.51	5,599.25
	ANNUAL	47,058.44	49,514.92	52,099.32	54,818.40	57,679.70	60,690.24	63,858.08	67,191.02
		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
MAINT WORKER	HOURLY	19.7011	20.7646	21.8854	23.0668	24.3119	25.6243	27.0074	28.4653
9625	BIWEEKLY	1,576.09	1,661.17	1,750.83	1,845.34	1,944.95	2,049.94	2,160.59	2,277.22
	MONTHLY	3,414.86	3,599.20	3,793.47	3,998.24	4,214.06	4,441.54	4,681.28	4,933.98
	ANNUAL	40,978.34	43,190.42	45,521.58	47,978.84	50,568.70	53,298.44	56,175.34	59,207.72
		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
LEAD MAINT WRKR	HOURLY	21.3132	22.3789	23.4978	24.6728	25.9064	27.2018	28.5619	29.9900
9626	BIWEEKLY	1,705.06	1,790.31	1,879.82	1,973.82	2,072.51	2,176.14	2,284.95	2,399.20
	MONTHLY	3,694.30	3,879.01	4,072.94	4,276.61	4,490.44	4,714.97	4,950.73	5,198.27
	ANNUAL	44,331.56	46,548.06	48,875.32	51,319.32	53,885.26	56,579.64	59,408.70	62,379.20
		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
WWTP LAB TECH	HOURLY	21.5806	22.6328	23.7363	24.8935	26.1072	27.3801	28.7151	30.1151
9723	BIWEEKLY	1,726.45	1,810.62	1,898.90	1,991.48	2,088.58	2,190.41	2,297.21	2,409.21
	MONTHLY	3,740.64	3,923.01	4,114.28	4,314.87	4,525.26	4,745.89	4,977.29	5,219.96
	ANNUAL	44,887.70	47,076.12	49,371.40	51,778.48	54,303.08	56,950.66	59,727.46	62,639.46
		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
WWTP OPERATOR I	HOURLY	19.4564	20.4260	21.4439	22.5125	23.6344	24.8121	26.0486	27.3467
9725	BIWEEKLY	1,556.51	1,634.08	1,715.51	1,801.00	1,890.75	1,984.97	2,083.89	2,187.74
	MONTHLY	3,372.44	3,540.51	3,716.94	3,902.17	4,096.63	4,300.77	4,515.10	4,740.10
	ANNUAL	40,469.26	42,486.08	44,603.26	46,826.00	49,159.50	51,609.22	54,181.14	56,881.24
		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
WWTP OPR II	HOURLY	21.9202	23.0256	24.1867	25.4063	26.6875	28.0333	29.4469	30.9318
9726	BIWEEKLY	1,753.62	1,842.05	1,934.94	2,032.50	2,135.00	2,242.66	2,355.75	2,474.54
	MONTHLY	3,799.51	3,991.11	4,192.37	4,403.75	4,625.83	4,859.10	5,104.13	5,361.50
	ANNUAL	45,594.12	47,893.30	50,308.44	52,845.00	55,510.00	58,309.16	61,249.50	64,338.04

**FY 2019 - 2020
EXHIBIT B**

IBEW WASTEWATER TREATMENT PLANT

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
BIOSOLID TECH	HOURLY	21.4846	22.7505	24.0910	25.5104	27.0135	28.6052	30.2906	32.0754
BIOS	BIWEEKLY	1,718.77	1,820.04	1,927.28	2,040.83	2,161.08	2,288.42	2,423.25	2,566.03
	MONTHLY	3,724.00	3,943.42	4,175.77	4,421.80	4,682.34	4,958.24	5,250.38	5,559.73
	ANNUAL	44,688.02	47,321.04	50,109.28	53,061.58	56,188.08	59,498.92	63,004.50	66,716.78

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
LEAD WW OPER	HOURLY	23.7147	24.9668	26.2851	27.6729	29.1340	30.6722	32.2917	33.9967
LDOP	BIWEEKLY	1,897.18	1,997.34	2,102.81	2,213.83	2,330.72	2,453.78	2,583.34	2,719.74
	MONTHLY	4,110.56	4,327.57	4,556.09	4,796.63	5,049.89	5,316.52	5,597.24	5,892.77
	ANNUAL	49,326.68	51,930.84	54,673.06	57,559.58	60,598.72	63,798.28	67,166.84	70,713.24

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
STRMWTR MGR	HOURLY	23.3249	24.6121	25.9704	27.4037	28.9160	30.5118	32.1957	33.9725
STRM	BIWEEKLY	1,865.99	1,968.97	2,077.63	2,192.30	2,313.28	2,440.94	2,575.66	2,717.80
	MONTHLY	4,042.98	4,266.10	4,501.53	4,749.98	5,012.11	5,288.70	5,580.60	5,888.57
	ANNUAL	48,515.74	51,193.22	54,018.38	56,999.80	60,145.28	63,464.44	66,967.16	70,662.80

EXHIBIT C

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
ACCOUNTING TECH	HOURLY	18.7045	19.7767	20.9104	22.1090	23.3764	24.7164	26.1333	27.6313
9500	BIWEEKLY	1,496.36	1,582.14	1,672.83	1,768.72	1,870.11	1,977.31	2,090.66	2,210.50
	MONTHLY	3,242.11	3,427.97	3,624.47	3,832.23	4,051.91	4,284.17	4,529.76	4,789.42
	ANNUAL	38,905.36	41,135.64	43,493.58	45,986.72	48,622.86	51,410.06	54,357.16	57,473.00
		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
EQUIP OPERATOR	HOURLY	20.5975	21.6170	22.6870	23.8099	24.9884	26.2252	27.5233	28.8856
9540	BIWEEKLY	1,647.80	1,729.36	1,814.96	1,904.79	1,999.07	2,098.02	2,201.86	2,310.85
	MONTHLY	3,570.23	3,746.95	3,932.41	4,127.05	4,331.32	4,545.71	4,770.70	5,006.84
	ANNUAL	42,842.80	44,963.36	47,188.96	49,524.54	51,975.82	54,548.52	57,248.36	60,082.10
		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
MAINT MECH I	HOURLY	19.6844	20.8178	22.0165	23.2843	24.6250	26.0429	27.5425	29.1284
9620	BIWEEKLY	1,574.75	1,665.42	1,761.32	1,862.74	1,970.00	2,083.43	2,203.40	2,330.27
	MONTHLY	3,411.96	3,608.41	3,816.19	4,035.94	4,268.33	4,514.10	4,774.03	5,048.92
	ANNUAL	40,943.50	43,300.92	45,794.32	48,431.24	51,220.00	54,169.18	57,288.40	60,587.02
		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
LEAD MAINT MECH	HOURLY	23.0360	24.2621	25.5534	26.9134	28.3458	29.8545	31.4435	33.1170
9621	BIWEEKLY	1,842.88	1,940.97	2,044.27	2,153.07	2,267.66	2,388.36	2,515.48	2,649.36
	MONTHLY	3,992.91	4,205.44	4,429.25	4,664.99	4,913.26	5,174.78	5,450.21	5,740.28
	ANNUAL	47,914.88	50,465.22	53,151.02	55,979.82	58,959.16	62,097.36	65,402.48	68,883.36
		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
MAINT WORKER	HOURLY	19.8164	20.9242	22.0938	23.3289	24.6330	26.0100	27.4640	28.9993
9625	BIWEEKLY	1,585.31	1,673.94	1,767.50	1,866.31	1,970.64	2,080.80	2,197.12	2,319.94
	MONTHLY	3,434.84	3,626.87	3,829.58	4,043.67	4,269.72	4,508.40	4,760.43	5,026.54
	ANNUAL	41,218.06	43,522.44	45,955.00	48,524.06	51,236.64	54,100.80	57,125.12	60,318.44
		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
LEAD MAINT WRKR	HOURLY	21.9425	23.0396	24.1916	25.4012	26.6713	28.0049	29.4051	30.8754
9626	BIWEEKLY	1,755.40	1,843.17	1,935.33	2,032.10	2,133.70	2,240.39	2,352.41	2,470.03
	MONTHLY	3,803.37	3,993.54	4,193.22	4,402.88	4,623.02	4,854.18	5,096.89	5,351.73
	ANNUAL	45,640.40	47,922.42	50,318.58	52,834.60	55,476.20	58,250.14	61,162.66	64,220.78
		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
WWTP LAB TECH	HOURLY	22.1861	23.2551	24.3756	25.5500	26.7811	28.0714	29.4240	30.8417
9723	BIWEEKLY	1,774.89	1,860.41	1,950.05	2,044.00	2,142.49	2,245.71	2,353.92	2,467.34
	MONTHLY	3,845.60	4,030.89	4,225.11	4,428.67	4,642.06	4,865.71	5,100.16	5,345.90
	ANNUAL	46,147.14	48,370.66	50,701.30	53,144.00	55,704.74	58,388.46	61,201.92	64,150.84
		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
WWTP OPERATOR I	HOURLY	20.0035	20.9988	22.0436	23.1405	24.2918	25.5005	26.7693	28.1013
9725	BIWEEKLY	1,600.28	1,679.90	1,763.49	1,851.24	1,943.34	2,040.04	2,141.54	2,248.10
	MONTHLY	3,467.27	3,639.78	3,820.90	4,011.02	4,210.57	4,420.09	4,640.00	4,870.88
	ANNUAL	41,607.28	43,677.40	45,850.74	48,132.24	50,526.84	53,041.04	55,680.04	58,450.60
		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
WWTP OPR II	HOURLY	22.6395	23.7855	24.9895	26.2544	27.5834	28.9797	30.4466	31.9878
9726	BIWEEKLY	1,811.16	1,902.84	1,999.16	2,100.35	2,206.67	2,318.38	2,435.73	2,559.02
	MONTHLY	3,924.18	4,122.82	4,331.51	4,550.76	4,781.12	5,023.16	5,277.42	5,544.54
	ANNUAL	47,090.16	49,473.84	51,978.16	54,609.10	57,373.42	60,277.88	63,328.98	66,534.52

EXHIBIT C

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
BIOSOLID TECH	HOURLY	22.2523	23.5420	24.9064	26.3499	27.8771	29.4927	31.2020	33.0104
BIOS	BIWEEKLY	1,780.18	1,883.36	1,992.51	2,107.99	2,230.17	2,359.42	2,496.16	2,640.83
	MONTHLY	3,857.06	4,080.61	4,317.11	4,567.31	4,832.04	5,112.08	5,408.35	5,721.80
	ANNUAL	46,284.68	48,967.36	51,805.26	54,807.74	57,984.42	61,344.92	64,900.16	68,661.58

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
LEAD WW OPER	HOURLY	24.4149	25.7040	27.0611	28.4899	29.9942	31.5778	33.2451	35.0004
LDOP	BIWEEKLY	1,953.19	2,056.32	2,164.89	2,279.19	2,399.54	2,526.22	2,659.61	2,800.03
	MONTHLY	4,231.91	4,455.36	4,690.60	4,938.25	5,199.00	5,473.48	5,762.49	6,066.73
	ANNUAL	50,782.94	53,464.32	56,287.14	59,258.94	62,388.04	65,681.72	69,149.86	72,800.78

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
STORMWATER MGR	HOURLY	23.9575	25.3320	26.7854	28.3222	29.9471	31.6653	33.4820	35.4030
STRM	BIWEEKLY	1,916.60	2,026.56	2,142.83	2,265.78	2,395.77	2,533.22	2,678.56	2,832.24
	MONTHLY	4,152.63	4,390.88	4,642.80	4,909.19	5,190.84	5,488.64	5,803.55	6,136.52
	ANNUAL	49,831.60	52,690.56	55,713.58	58,910.28	62,290.02	65,863.72	69,642.56	73,638.24

EXHIBIT D

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
ACCOUNTING TECH	HOURLY	18.8680	19.9928	21.1847	22.4477	23.7860	25.2040	26.7066	28.2987
9500	BIWEEKLY	1,509.44	1,599.42	1,694.78	1,795.82	1,902.88	2,016.32	2,136.53	2,263.90
	MONTHLY	3,270.45	3,465.41	3,672.02	3,890.94	4,122.91	4,368.69	4,629.15	4,905.12
	ANNUAL	39,245.44	41,584.92	44,064.28	46,691.32	49,474.88	52,424.32	55,549.78	58,861.40

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
EQUIP OPERATOR	HOURLY	21.3138	22.3657	23.4696	24.6280	25.8435	27.1190	28.4575	29.8620
9540	BIWEEKLY	1,705.10	1,789.26	1,877.57	1,970.24	2,067.48	2,169.52	2,276.60	2,388.96
	MONTHLY	3,694.38	3,876.73	4,068.07	4,268.85	4,479.54	4,700.63	4,932.63	5,176.08
	ANNUAL	44,332.60	46,520.76	48,816.82	51,226.24	53,754.48	56,407.52	59,191.60	62,112.96

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
MAINT MECH I	HOURLY	19.9733	21.1696	22.4376	23.7815	25.2059	26.7156	28.3157	30.0117
9620	BIWEEKLY	1,597.86	1,693.57	1,795.01	1,902.52	2,016.47	2,137.25	2,265.26	2,400.94
	MONTHLY	3,462.03	3,669.40	3,889.19	4,122.13	4,369.02	4,630.71	4,908.06	5,202.04
	ANNUAL	41,544.36	44,032.82	46,670.26	49,465.52	52,428.22	55,568.50	58,896.76	62,424.44

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
LEAD MAINT MECH	HOURLY	23.4477	24.7188	26.0589	27.4715	28.9608	30.5308	32.1859	33.9307
9621	BIWEEKLY	1,875.82	1,977.50	2,084.71	2,197.72	2,316.86	2,442.46	2,574.87	2,714.46
	MONTHLY	4,064.28	4,284.58	4,516.87	4,761.73	5,019.86	5,292.00	5,578.89	5,881.33
	ANNUAL	48,771.32	51,415.00	54,202.46	57,140.72	60,238.36	63,503.96	66,946.62	70,575.96

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
MAINT WORKER	HOURLY	19.9316	21.0833	22.3015	23.5901	24.9532	26.3950	27.9201	29.5334
9625	BIWEEKLY	1,594.53	1,686.66	1,784.12	1,887.21	1,996.26	2,111.60	2,233.61	2,362.67
	MONTHLY	3,454.82	3,654.43	3,865.59	4,088.96	4,325.23	4,575.13	4,839.49	5,119.12
	ANNUAL	41,457.78	43,853.16	46,387.12	49,067.46	51,902.76	54,901.60	58,073.86	61,429.42

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
LEAD MAINT WRKR	HOURLY	22.5717	23.7003	24.8853	26.1296	27.4361	28.8079	30.2484	31.7608
9626	BIWEEKLY	1,805.74	1,896.02	1,990.82	2,090.37	2,194.89	2,304.63	2,419.87	2,540.86
	MONTHLY	3,912.44	4,108.04	4,313.44	4,529.14	4,755.60	4,993.37	5,243.05	5,505.20
	ANNUAL	46,949.24	49,296.52	51,761.32	54,349.62	57,067.14	59,920.38	62,916.62	66,062.36

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
WWTP LAB TECH	HOURLY	22.7916	23.8773	25.0148	26.2064	27.4548	28.7627	30.1329	31.5683
9723	BIWEEKLY	1,823.33	1,910.18	2,001.18	2,096.51	2,196.38	2,301.02	2,410.63	2,525.46
	MONTHLY	3,950.55	4,138.72	4,335.89	4,542.44	4,758.82	4,985.54	5,223.03	5,471.83
	ANNUAL	47,406.58	49,664.68	52,030.68	54,509.26	57,105.88	59,826.52	62,676.38	65,661.96

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
WWTP OPERATOR I	HOURLY	20.5507	21.5717	22.6435	23.7684	24.9493	26.1889	27.4900	28.8558
9725	BIWEEKLY	1,644.06	1,725.74	1,811.48	1,901.47	1,995.94	2,095.11	2,199.20	2,308.46
	MONTHLY	3,562.13	3,739.10	3,924.87	4,119.85	4,324.54	4,539.41	4,764.93	5,001.66
	ANNUAL	42,745.56	44,869.24	47,098.48	49,438.22	51,894.44	54,472.86	57,179.20	60,019.96

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
WWTP OPR II	HOURLY	23.3588	24.5454	25.7923	27.1026	28.4794	29.9261	31.4463	33.0438
9726	BIWEEKLY	1,868.70	1,963.63	2,063.38	2,168.21	2,278.35	2,394.09	2,515.70	2,643.50
	MONTHLY	4,048.85	4,254.53	4,470.66	4,697.79	4,936.43	5,187.20	5,450.68	5,727.58
	ANNUAL	48,586.20	51,054.38	53,647.88	56,373.46	59,237.10	62,246.34	65,408.20	68,731.00

EXHIBIT D

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
BIOSOLID TECH	HOURLY	23.0200	24.3333	25.7216	27.1891	28.7403	30.3799	32.1132	33.9453
BIOS	BIWEEKLY	1,841.60	1,946.66	2,057.73	2,175.13	2,299.22	2,430.39	2,569.06	2,715.62
	MONTHLY	3,990.13	4,217.76	4,458.42	4,712.78	4,981.64	5,265.85	5,566.30	5,883.84
	ANNUAL	47,881.60	50,613.16	53,500.98	56,553.38	59,779.72	63,190.14	66,795.56	70,606.12

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
LEAD WW OPER	HOURLY	25.1151	26.4411	27.8372	29.3070	30.8543	32.4834	34.1985	36.0041
LDOP	BIWEEKLY	2,009.21	2,115.29	2,226.98	2,344.56	2,468.34	2,598.67	2,735.88	2,880.33
	MONTHLY	4,353.29	4,583.13	4,825.12	5,079.88	5,348.07	5,630.45	5,927.74	6,240.72
	ANNUAL	52,239.46	54,997.54	57,901.48	60,958.56	64,176.84	67,565.42	71,132.88	74,888.58

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
STRMWTR MGR	HOURLY	24.5901	26.0513	27.5993	29.2393	30.9767	32.8174	34.7675	36.8334
STRM	BIWEEKLY	1,967.21	2,084.10	2,207.94	2,339.14	2,478.14	2,625.39	2,781.40	2,946.67
	MONTHLY	4,262.29	4,515.55	4,783.87	5,068.14	5,369.30	5,688.35	6,026.37	6,384.45
	ANNUAL	51,147.46	54,186.60	57,406.44	60,817.64	64,431.64	68,260.14	72,316.40	76,613.42

RESOLUTION 2018-222

WHEREAS, pursuant to Neb. Rev. Stat., §16-201, the City Of Grand Island (City) has the authority to make all contracts and do all other acts in relation to the property and concerns of the City necessary to the exercise of its corporate powers; and

WHEREAS, an employee bargaining unit at the City of Grand Island is represented by the International Brotherhood of Electrical Workers (IBEW), Local 1597 Wastewater Treatment Plant and

WHEREAS, representatives of the City and the IBEW met to negotiate a labor agreement, and

WHEREAS, the City reached an agreement with the IBEW and the agreement has been presented to City Council for approval.

NOW, THEREFORE, 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 Wastewater Treatment Plant for the period of October 1, 2018 through September 30, 2022.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, on July 24, 2018.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
July 20, 2018	☐ City Attorney



City of Grand Island

Tuesday, July 24, 2018

Council Session

Item I-5

#2018-223 - Consideration of Approving Addendum to the Labor Agreement between the City of Grand Island and the International Brotherhood of Electrical Workers (IBEW), Local 1597 Wastewater Treatment Plant

Staff Contact: Aaron Schmid, Human Resources Director

Council Agenda Memo

From: Aaron Schmid, Human Resources Director

Meeting: July 24, 2018

Subject: Approval of Addendum to the Labor Agreement between the City of Grand Island and the International Brotherhood of Electrical Workers, Local 1597 Wastewater Treatment Plant

Presenter(s): Aaron Schmid, Human Resources Director

Background

Seven job classifications in the Public Works Department currently work under the conditions outlined in the labor agreement between the City of Grand Island (City) and the International Brotherhood of Electrical Workers (IBEW), Local 1597 Wastewater Treatment Plant. The current labor agreement expires as of midnight September 30, 2018. Any changes to the contract require Council approval.

Discussion

The Chief Operator position at the Wastewater Treatment Plant has been vacant since January of 2017. Due to the certification and experience requirements of the position, Administration has not been able to source a qualified candidate despite multiple recruiting efforts. In an effort to “grow our own” candidate, the City and the IBEW have agreed to create a Lead Wastewater Operator classification. The position will appear in the October 1, 2018 to September 30, 2022 IBEW Wastewater Treatment Plant labor contract. This position will effectively serve as a trainee in preparation for the Chief Operator position. Administration is requesting to fill the position prior to the effective date of the new labor contract. Filling the position early will not impact the current budget as the Chief Operator position has remained unfilled and the pay scale of the Lead Operator is lower than the Chief Operator.

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 labor agreement between the City of Grand Island and the IBEW, Local 1597 Wastewater Treatment Plant.

Sample Motion

Move to approve the addendum to the labor agreement between the City of Grand Island and the IBEW, Local 1597 Wastewater Treatment Plant.

**ADDENDUM TO THE LABOR CONTRACT BETWEEN THE CITY OF GRAND ISLAND
AND THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL
1597 WASTEWATER TREATMENT PLANT BARGAINING UNIT**

This Addendum to the Labor Contract between the City of Grand Island and the International Brotherhood of Electrical Workers Local 1597 Wastewater Treatment Plant Bargaining Unit sets forth terms and conditions agreed to by the parties as follows:

I.

This Addendum applies only to the aforementioned Agreement between the parties that is presently in effect from October 1, 2014 to September 30, 2018.

II.

This Addendum amends Article I, Paragraph A entitled "Bargaining Unit" of the aforementioned Agreement to include the City of Grand Island employee classification of "Lead Wastewater Plant Operator".

III.

This Addendum amends Article XIII, Paragraph A entitled "Pay Plan" of the aforementioned Agreement to include the pay step plan of the Lead Wastewater Plant Operator classification.

July 24, 2018 through September 30, 2018. The following pay scale shall apply:

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
Hourly	22.3144	23.1327	23.9811	24.8605	25.7723	26.7174	27.6972	28.7130	29.7660	30.8576	31.9892
Period	1,785.15	1,850.62	1,918.49	1,988.84	2,061.78	2,137.39	2,215.78	2,297.04	2,381.28	2,468.61	2,559.14
Month	3,867.83	4,009.68	4,156.73	4,309.15	4,467.19	4,631.19	4,800.86	4,976.92	5,159.44	5,348.66	5,544.80
Annual	46,413.90	48,118.12	49,880.74	51,709.84	53,606.28	55,572.14	57,610.28	59,723.04	61,913.28	64,183.86	66,537.64

IV.

Any other changes to the terms of the aforementioned Agreement will take the form of separate written Addenda agreed to by the parties.

Witness Our Hands:


THE CITY OF GRAND ISLAND

Date

By _____
Jeremy L. Jensen, Mayor

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS LOCAL 1597

7-16-18
Date

By 
Larry Grim, President

RESOLUTION 2018-223

WHEREAS, pursuant to Neb. Rev. Stat., §16-201, the City Of Grand Island (City) has the authority to make all contracts and do all other acts in relation to the property and concerns of the City necessary to the exercise of its corporate powers; and

WHEREAS, an employee bargaining unit at the City of Grand Island is represented by the International Brotherhood of Electrical Workers (IBEW), Local 1597 Wastewater Treatment Plant and

WHEREAS, representatives of the City and the IBEW met to negotiate an addendum to the labor agreement, and

WHEREAS, the City reached an agreement with the IBEW and the agreement has been presented to City Council for approval.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor is hereby authorized to execute the Addendum to the Labor Agreement by and between the City of Grand Island and the International Brotherhood of Electrical Workers, Local 1597 Wastewater Treatment Plant for the period of July 24, 2018 through September 30, 2018.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, on July 24, 2018.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	<input type="checkbox"/> _____
July 20, 2018	<input type="checkbox"/> City Attorney



City of Grand Island

Tuesday, July 24, 2018

Council Session

Item I-6

#2018-224 - Consideration of Approving Authorization of Representative for April 2018 Disaster Grant - Utilities Department

Staff Contact: Tim Luchsinger, Jerry Janulewicz

Council Agenda Memo

From: Timothy Luchsinger, Utilities Director
Jerry Janulewicz, City Attorney

Meeting: July 24, 2018

Subject: Authorization of Representative for April 2018 Disaster Grant

Presenter(s): Timothy Luchsinger, Utilities Director

Background

During the weekend of April 14, 2018, freezing rain and high winds caused significant damage to the Utility Department's electric distribution system. The incident was officially declared a disaster by the federal government on June 29, 2018, which allows affected agencies to apply for grants related to cost reimbursement for damages because of the winter storm disaster.

Discussion

As part of the grant application process, an authorized representative of the applying agency must review and sign various forms, including an Applicant Information Form, a Sub-Recipient Disaster Grant Agreement, and a Risk Assessment. These documents must be completed and submitted within 30 days of the disaster declaration date. The Utilities and Legal Departments have reviewed these forms and recommend that the Utilities Director be designated the Authorized Representative to execute documents related to disaster grants for the April 2018 winter storm, federally declared disaster #4375.

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 designate the Utilities Director as the Authorized Representative to apply for grants related to federally declared disaster #4375.

Sample Motion

Move to designate the Utilities Director as the Authorized Representative to apply for grants related to federally declared disaster #4375.

RESOLUTION 2018-224

WHEREAS, during the weekend of April 14, 2018, freezing rain and high winds caused significant damage to the Utility Department's electric distribution system; and

WHEREAS, the storm was officially declared a disaster by the federal government on June 29, 2018, which allows affected agencies to apply for grants related to cost reimbursement for damages because of the winter storm disaster; and

WHEREAS, as part of the grant application process, an authorized representative of the applying agency must review and sign various forms, including an Applicant Information Form, a Sub-Recipient Disaster Grant Agreement, and a Risk Assessment; and

WHEREAS, these documents must be completed and submitted within 30 days of the disaster declaration date; and

WHEREAS, the Utilities and Legal Departments have reviewed these forms and recommend that the Utilities Director be designated the Authorized Representative to execute documents related to disaster grants for federally declared disaster #4375.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Utilities Director for the City of Grand Island be the designated as the Authorized Representative to apply for grants related to federally declared disaster #4375.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, July 24, 2018.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	by _____
July 20, 2018	City Attorney



City of Grand Island

Tuesday, July 24, 2018

Council Session

Item J-1

Approving Payment of Claims for the Period of July 11, 2018 through July 24, 2018

The Claims for the period of July 11, 2018 through July 24, 2018 for a total amount of \$5,401,025.88. A MOTION is in order.

Staff Contact: Patrick Brown