
City of Grand Island



Tuesday, August 27, 2019 Council Session Agenda

City Council:

Jason Conley
Michelle Fitzke
Chuck Haase
Julie Hehnke
Jeremy Jones
Vaughn Minton
Mitchell Nickerson
Mike Paulick
Clay Schutz
Mark Stelk

Mayor:

Roger G. Steele

City Administrator:

Jerry Janulewicz

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 Jenny Schneckloth, Abundant Life Christian Center, 3411 West Faidley 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, August 27, 2019

Council Session

Item C-1

Recognition of Councilmember Michelle Fitzke – Ward 5

The Mayor and City Council will recognize Councilmember Michelle Fitzke for her service on the City Council - Ward 5 from December 9, 2014 to August 27, 2019. We thank Councilmember Fitzke for her leadership and dedicated service to the citizens of Grand Island.

Staff Contact: Mayor Roger Steele



City of Grand Island

Tuesday, August 27, 2019

Council Session

Item C-2

Presentation by Brad Mellema with the Grand Island Convention & Visitors Bureau regarding Grow Grand Island Strategic Marketing Fund

Convention & Visitors Bureau Executive Director Brad Mellema will give a presentation concerning the Grow Grand Island Strategic Marketing Fund.

Staff Contact: Brad Mellema



City of Grand Island

Tuesday, August 27, 2019

Council Session

Item C-3

Presentation Concerning Proposed Fiscal Year 2019-2020 Community Redevelopment Authority (CRA) Budget

Staff Contact: Chad Nabity

Council Agenda Memo

From: Chad Nabity, AICP, Director

Meeting: August 27, 2019

Subject: Community Redevelopment Authority 2019-2020
Annual Budget

Presenter(s): Chad Nabity, Director

It is my privilege to present to you the budget for the Community Redevelopment Authority (CRA) for 2019-2020. This plan and budget continues the high-quality services that have enabled the CRA to partner with the City of Grand Island, private developers and businesses and with property owners in the blighted and substandard areas to make Grand Island vibrant, clean, safe and attractive.

The CRA budget for 2019-2020 is offered to you with a review of the responsibilities of the CRA. Those responsibilities and abilities are outlined in State Statutes and are summarized, in part, as follows:

The creation of a Redevelopment Authority was authorized by the Nebraska Legislature in order to provide communities with the ability to address certain areas of a city in need of improvement and development. Powers granted to CRAs are outlined in Chapter 18 of the Statutes and include the ability to expend funds to acquire substandard or blighted areas, make public improvements, and assist with development and redevelopment projects in specified areas. The Authority has virtually the same powers as any political subdivision, including borrowing money, issuing bonds, undertaking surveys and appraisals and asking for a levy of taxes.

A five-member board, appointed by the Mayor with the approval of the City Council, governs the CRA. The CRA is administered by a Director and devotes the overwhelming share of its resources to highly visible and effective programs. The CRA funds its programs primarily through assessments on taxable properties within the Grand Island city limits.

BLIGHTED AND SUBSTANDARD AREAS

There are 29 designated Blighted and Substandard Areas within the Grand Island City Limits. The City of Grand Island has the authority to designate up to 35% of the community a blighted and substandard. At present 22.94% of the City has been designated blighted and substandard. Council has approved four blight study during the last year for area 16 (Veteran's Home), 28 (1 block between Cleburn and Elm and 6th and

7th), 29 (Lewis Greenscape Property), and 30 (1 block between Carey and Ruby and 4th and 5th). The proposed study for the Conestoga Mall Areas (28) was pulled for consideration by the applicant but could be sent to planning commission at any time. Information about all of the Grand Island CRA Areas and TIF Projects that have been approved are available at: <https://tinyurl.com/GI-CRA>.

CRA MISSION

The CRA is charged with taking action in specified areas of the community to assist in the prevention and to inhibit physical deterioration (blighted and substandard conditions) thereby enhancing property values and creating incentives for private investment. They do this by encouraging new investment and improved infrastructure in older areas of the community through the use of tax increment financing. They also take an active role in purchasing and demolishing properties that need to be cleared. This property is then made available for redevelopment.

FISCAL RESOURCES

General Revenues for 2019-2020

The CRA is requesting property tax revenues of \$697,229 including \$194,229 for Lincoln Pool Construction and Bonds and \$503,000 for all other CRA programs. The CRA is requesting the same levy that was approved last year 0.0229. The CRA is allowed a levy of up to 0.026. This will allow the CRA to meet obligations, continue with their successful programs, the levies and tax asking have been:

2018-2019	2017-2018	2016-2017	2015-2016	2014-2015	2013-2014	2012-2013	2011-2012
0.0229	0.0229	0.026	0.026	0.026	0.026	0.026	0.026
\$684,000	\$670,241	746,691	\$732,050	\$691,245	\$669,384	\$654,437	\$639,405

Program Funding

The CRA has the ability to assist private developers and governmental entities with the commercial, residential or mixed-use redevelopment projects throughout the City. Specific detail on projects is as follows:

- **Facade Development:** For the façade development program \$220,000 has been budgeted, including grants and interest buy down. Last year the CRA funded \$200,000 of façade projects and received application for more than \$1,000,000. No projects will be approved until after the budget is finalized. This program has been used extensively in the Downtown part of Redevelopment Area #1 but has also been used in Areas #2 and #6. It is only available in those areas that have a generalized redevelopment plan including commercial façade development

- **Husker Harvest Days Commitments:** Farm Progress, the City of Grand Island and the CRA entered into an agreement in November of 2017 to facilitate infrastructure improvements at the Husker Harvest Days site. The CRA has committed to transfer \$200,000 a year to Farm Progress for 10 years beginning in November of 2018. The City has agreed to transfer \$200,000 from the food and beverage tax collections to the CRA in October of each year to cover that payment. Farm Progress made more than \$7,500,000 worth of improvements to the site and will continue to hold at least a three day event on the site for the next 20 years or be subject to repayment penalties. This is the second of ten scheduled payments.
- **TIF Payments:** The largest portion of the CRA Budget is the payments on the TIF Bonds. These payments are funded by the tax increment created by each project. The funds are received from the County Treasure in the month after the taxes have been paid and the CRA places those funds in a separate account for each project and send payment in the amount received from the treasurer to the bond holder of record. Accounts are set up by the finance department after the first payment is received from the treasurer. It is expected that the CRA will make TIF payments totaling around \$1,500,000 on all project. The TIF line item does budget \$2,500,000 to accommodate new projects and the possibility that a project may need to pay off prior to the end of the bond period. There are 59 TIF projects with signed contracts and one project with an approved and unsigned contract (Rawr Holding). The CRA will pay off the Old Walnut project this year and potentially the first of Todd Enck's projects at Blake and Darr.
- **Other Projects:** In the blighted and substandard areas \$220,000 has been reserved for other projects. This funding can be assigned to specific projects including but not limited to infrastructure improvements in the blighted and substandard areas that would support larger redevelopment plans. The CRA is planning to assist in the development of property in northeast Grand Island as part of the Starostka's Fifth Street project in a manner similar to the Poplar Street project for Habitat for Humanity. The CRA will be purchasing a portion of the bonds related to the sanitary sewer improvement district for a portion of the lots being developed by Starostka Contracting LLC. The CRA will be paid back with the TIF on the development of housing in that area. A second project under consideration is expansion of the historic lighting in the Railside District if a formula can be worked out with the Railside Board and Railside property owners. The CRA has used this funding item in the past to fund additional façade improvement projects and to make grants to fund specific projects for: the Business Improvement Districts, the Grand Island Parks Department, Fonner Park, The Central Nebraska Humane Society, St. Stephens, Habitat for Humanity and other community groups for specific projects that meet the mission of the CRA.

CONCLUSION

This budget provides for measured funding of redevelopment efforts during the 2019-2020 fiscal year. The investments this community has made in housing, redevelopment efforts, infrastructure and economic development bode well for the future of the

community. This budget is reflective of the commitments the CRA has made and will enable them to pay off existing commitments and maintain a cash balance to guarantee payment of future commitments.

The CRA will also continue to examine the community to identify areas that might benefit from a Blighted and Substandard declaration and to review and recommend approval of redevelopment plan amendments for tax increment financing projects on both large and small scale developments. **The CRA is charged with taking action in specified areas of the community to assist in the prevention and to inhibit physical deterioration (blighted and substandard conditions) thereby enhancing property values and creating incentives for private investment.** All of the tools used by the CRA are necessary for them to accomplish this mission:

**COMMUNITY REDEVELOPMENT AUTHORITY
2020 BUDGET**

	<u>2019 BUDGET</u>	<u>2018-2019 YE Projected</u>	<u>2020 BUDGET</u>
CONSOLIDATED			
Beginning Cash	675,752	675,752	622,763
REVENUE:			
Property Taxes - CRA	489,000	489,000	503,000
Property Taxes - Lincoln Pool	197,000	197,000	194,229
Property Taxes -TIF's	2,400,000	2,400,000	2,500,000
Loan Income (Poplar Street Water Line)	14,000	13,000	13,000
Interest Income - CRA	300	10,000	10,000
Interest Income - TIF'S			
Land Sales	100,000	39,000	200,000
Other Revenue - CRA	430,000	400,000	300,000
Other Revenue - TIF's	749,000	749,000	
TOTAL REVENUE	4,379,300	4,297,000	3,720,229
TOTAL RESOURCES	5,055,052	4,972,752	4,342,992
EXPENSES			
Auditing & Accounting	3,000	3,000	3,000
Legal Services	3,000	1,500	3,000
Consulting Services	5,000	-	5,000
Contract Services	75,000	60,000	75,000
Printing & Binding	1,000	-	1,000
Other Professional Services	16,000	5,107	16,000
General Liability Insurance	250	-	250
Postage	200	100	200
Life Safety	200,000	80,000	
Legal Notices	500	200	500
Travel & Training	1,000	-	4,000
Other Expenditures	-	-	-
Office Supplies	1,000	200	1,000
Supplies	300	-	300
Land	-	140	100,000
Bond Principal - Lincoln Pool	180,000	180,000	180,000
Bond Interest	17,065	17,065	14,229
Husker Harvest Days Payment Year 2	200,000	200,000	200,000
Façade Improvement	200,000	150,000	220,000
Building Improvement	926,000	488,677	715,000
Other Projects	25,000	15,000	220,000
Bond Principal-TIF's	3,149,000	3,149,000	2,500,000
Bond Interest-TIF's			
Interest Expense			
TOTAL EXPENSES	5,003,315	4,349,989	4,258,479
INCREASE(DECREASE) IN CASH	(624,015)	(52,989)	(538,250)
ENDING CASH	51,737	622,763	84,513

City of Grand Island Report on the Usage of TIF as Required by N.R.S.S. §18-2117.02

Prepared by the Hall County Regional Planning Department

Presented April 30, 2019

- (1) The total number of redevelopment projects within the city that have been financed in whole or in part through the division of taxes as provided in section 18-2147;**

There have been 60 projects approved for TIF in Grand Island beginning with the Yancey Hotel Project in 1985 through December 31, 2018. The CRA and City have considered or will consider approval of 7 more projects by the beginning of May 2019.

- (2) The total estimated project costs for all such redevelopment projects;**

The total for all redevelopment projects approved by the City of Grand Island as of May 1, 2019 is \$416,676,067. The total for all projects approved through December 31, 2018 is \$372,342,538. There is no information available on the first TIF Project on the Yancey Hotel in downtown Grand Island.

- (3) A comparison between the initial projected valuation of property included in each such redevelopment project as described in the redevelopment contract and the assessed value of the property included in each such redevelopment project as of January 1 of the year of the report;**

See the attached Spreadsheet Total of All TIF Projects

- (4) The number of such redevelopment projects for which financing has been paid in full during the previous calendar year and for which taxes are no longer being divided pursuant to section 18-2147;**

Final payments were made on three projects between January 1, 2018 and December 31, 2018.

- (5) The number of such redevelopment projects approved by the governing body in the previous calendar year;**

A total of seven TIF contracts were approved and signed during the 2018 calendar year.

- (6) Information specific to each such redevelopment project approved by the governing body in the previous calendar year, including the project area, project type, amount of financing approved, and total estimated project costs; and**

See the attached Spreadsheet TIF Projects Approved January 1, 2018 to December 31, 2018

- (7) The percentage of the city that has been designated as blighted.**

As of May 1, 2019 20.11% of the Grand Island Municipal Limits had been declared blighted and substandard.

See the Attached Map or Check Out our online map that displays blighted and substandard areas and TIF Projects. <https://tinyurl.com/GI-TIF-Projects>

TIF Projects Approved by The City of Grand Island January 1, 2018 to December 31, 2018

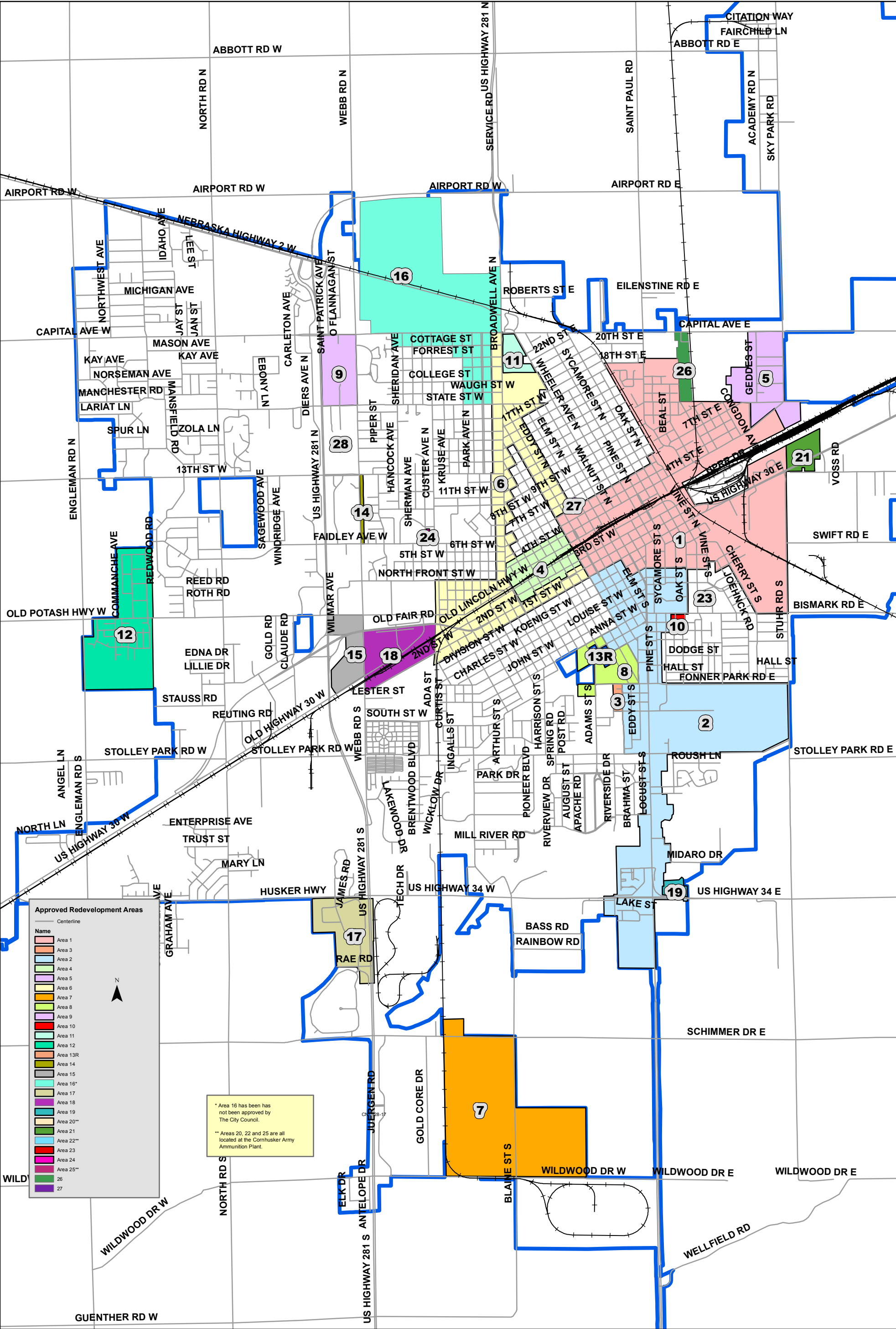
CRA Area	Project	Projected Redev. Cost	TIF Amount	Project Description
1	Hedde Building LLC (Hedde Building)**	\$ 3,946,918	\$ 603,245	Redevelop Downtown Building for Commercial and Residential Uses
1	Urban Island LLC (320 N Pine)	\$ 1,136,636	\$164,181	Redevelop Downtown Building for Commercial and Residential Uses
1	Take Flight Development (209 W 3rd)	\$ 371,189	\$99,200	Redevelop Downtown Building for Commercial and Residential Uses
1	Weinrich Developments (408 E 2nd)	\$ 220,778	\$40,946	Acquire and clear property and build 3 Plex on a Vacant Lot
12	Copper Creek Phase 2 (The Guarantee Group)*	\$ 19,607,810	\$4,754,848	Develop 80 Single Family Homes over a period of up to 10 years
21	Cenrtal NE Truck Wash Inc	\$ 5,092,615	\$849,520	Aquire and clear property for a Truck Wash and Trailer Washout Facility
2	Grand Island Hotel LLC	\$ 8,060,252	\$1,824,179	Acquire propery install utilities and streets and build a 79 unit hotel
1	Paramount Development LLC (Sears 2nd Floor)	\$ 637,800	\$159,814	Acquire propery and renovate the 2nd floor of the old Sears Building for 4 apartm
	Totals	\$ 39,073,998	\$ 8,495,933	
	Mixed Use			
	Residential			
	Commercial			

Total of All TIF Projects
2018 Property Values
CRA of Grand Island

Project		Base	TIF Excess	2018 Valuation	Projected Value vs. Actual Value
1	Yancey Hotel				
2	GIL**	\$ 9,561		\$ 1,770,879	
3	GI Cherry Park, LTD. Two**	\$ 9,942		\$ 1,423,813	
4	RSF LTD PARTNERSHIP (Gentle Dental)**	\$ 168,849	\$ 265,541	\$ 434,390	
5	PROCON (City Hall)	\$ 189,234	\$ 1,227,538	\$ 1,416,772	
6	Walnut Housing, Inc	\$ 107,150	\$ 2,200,860	\$ 2,308,010	\$ (1,191,990)
7	Bruns Pet Grooming	\$ 61,959	\$ 664,004	\$ 725,963	\$ 228,003
8	Girard Vet Clinic	\$ 78,431	\$ 491,853	\$ 570,284	\$ 29,121
9	Southeast Crossings	\$ 232,690	\$ 729,399	\$ 962,089	\$ 175,736
10	PROCON (Geddes St. Appts)	\$ 27,498	\$ 1,471,256	\$ 1,498,754	\$ 98,754
11	South Pointe Development LLC	\$ 234,722	\$ 3,889,696	\$ 4,124,418	\$ (1,205,582)
12	Todd Enck	\$ 20,467	\$ 290,472	\$ 310,939	\$ 10,939
13	Casey's Store (Five Points)	\$ 172,713	\$ 653,121	\$ 825,834	\$ (574,166)
14	John Schulte Contruction	\$ 63,684	\$ 361,019	\$ 424,703	\$ 131,121
15	Pharmacy Properties, LLC	\$ 39,495	\$ 549,595	\$ 589,090	\$ 202,090
16	Ken Ray, LLC	\$ 856,619	\$ 2,148,693	\$ 3,005,312	\$ 1,205,312
17	Poplar Street Water Project	\$ 1,155,016	\$ 626,310	\$ 1,781,326	\$ 366,255
18	Skagway**	\$ 2,252,800	\$ 908,937	\$ 3,161,737	\$ (1,702,929)
19	Arnold Wenn	\$ 19,523	\$ 211,168	\$ 230,691	\$ 50,498
20	Token Properties LLC	\$ 14,507	\$ 132,112	\$ 146,619	\$ (3,697)
21	Stratford Plaza LLC (Howard Johnsons)	\$ 2,095,733	\$ 1,532,860	\$ 3,628,593	\$ (62,190)
22	EIG Grand Island LLC	\$ 4,126,165	\$ 3,317,944	\$ 7,444,109	\$ 571,351
23	Baker Development	\$ 20,909	\$ 173,959	\$ 194,868	\$ 14,868
24	Token Properties LLC (Carey St)	\$ 38,645	\$ 363,626	\$ 402,271	\$ 42,271
25	Gordman Grand Island LLC	\$ 2,187,305	\$ 3,284,930	\$ 5,472,235	\$ (527,765)
26	Token Properties LLC (Kimball St)	\$ 17,475	\$ 127,642	\$ 145,117	\$ (14,883)
27	Auto One Inc.	\$ 90,194	\$ 646,954	\$ 737,148	\$ 257,148
28	Habitat (St Paul Road)	\$ 46,851	\$ 201,918	\$ 248,769	\$ 8,769
29	Chief	\$ 2,183,323	\$ 175,270	\$ 2,358,593	\$ (1,510,552)
30	Copper Creek (The Guarantee Group)	\$ 1,517,961	\$ 32,911,611	\$ 34,412,195	\$ 2,912,195
31	Habitat (8th and Superior)	\$ 14,125	\$ 506,102	\$ 520,227	\$ 65,227
32	Mainstay Suites	\$ 263,105	\$ 2,969,301	\$ 3,232,406	\$ 232,406
33	Tower 217	\$ 99,655	\$ 1,225,269	\$ 1,324,924	\$ 574,924
34	Pridon LLC	\$ 1	\$ 1,778,183	\$ 1,778,184	\$ (621,816)
35	SMD-AWG Five Points	\$ 915,957	\$ 5,662,281	\$ 6,578,238	\$ (1,279,762)
36	Grand Island Mall	\$ 2,044,858	\$ 8,936,921	\$ 10,981,779	\$ (10,588,221)
37	TC Enck Builders, Inc (1616 S Eddy)	\$ 9,460	\$ 157,891	\$ 167,351	\$ 7,351
38	T & S Development (312 W 3rd)	\$ 353,827	\$ 591,621	\$ 945,448	\$ (191,393)
39	Bosselman Real Estate (1616 S Locust)	\$ 2,652,701	\$ 4,184,187	\$ 6,836,888	\$ (15,942,100)
40	Hatchery Holdings, LLC	\$ 123,002	\$ 7,657,364	\$ 7,780,366	\$ (3,819,634)
41	Pump & Pantry, Inc.	\$ 393,355		\$ 393,355	
42	Wing Properties Inc.	\$ 71,384	\$ 128,938	\$ 200,322	\$ (181,944)
43	Talon Apartments	\$ 44,345	\$ 6,235,276	\$ 6,279,621	\$ (13,204,959)
44	Hoppe Homes East Park on Stuhr	\$ 166,178	\$ 5,045,957	\$ 5,212,135	\$ (2,287,865)
45	TW Ziller Labor Temple	\$ 64,628	\$ 46,515	\$ 111,143	\$ (610,604)
46	Middleton	\$ 886,524	\$ 659,287	\$ 1,545,811	\$ 609,144
47	Think Smart (204 N. Carey)	\$ 8,400	\$ 86,816	\$ 95,216	\$ (423,924)
48	Peaceful Root (Brown Hotel 112 W. 2nd)	\$ 140,447	\$ -	\$ 140,447	\$ (874,091)
49	Weinrich Developments (523 E. Division)	\$ 39,149	\$ 65,255	\$ 104,404	\$ (195,596)
50	Prataria Ventures (Hospital)	\$ 381,000	\$ -	\$ 381,000	\$ (62,619,000)
51	O'Neill Wood Resources	\$ 199,650	\$ -	\$ 199,650	\$ (941,343)
52	Hedde Building LLC (Hedde Building)**	\$ 101,218	\$ -	\$ 101,218	\$ (1,851,184)
53	Urban Island LLC (320 N Pine)	\$ 150,688	\$ -	\$ 150,688	\$ (503,673)
54	Take Flight Development (209 W 3rd)	\$ 110,564	\$ -	\$ 110,564	\$ (304,325)
55	Personal Automotive/Mendex Enterprises	\$ 459,288	\$ -	\$ 459,288	\$ (655,712)
56	Weinrich Developments (408 E 2nd)	\$ 8,712	\$ -	\$ 8,712	\$ (291,288)
57	Copper Creek Phase 2 (The Guarantee Group)	\$ 504,382	\$ -	\$ 504,382	\$ (18,400,000)
58	Cenrtral NE Truck Wash Inc	\$ 491,539	\$ -	\$ 491,539	\$ (2,615,615)
59	Grand Island Hotel LLC	\$ 184,087	\$ -	\$ 184,087	\$ (5,913,726)
60	Paramount Development LLC (Sears 2nd Floor)	\$ 77,000	\$ -	\$ 77,000	\$ (473,000)
61	Orchard LLC/Hoppe Homes LP	\$ 203,000	\$ -	\$ 203,000	\$ (39,797,000)
62	Paramount Development LLC (Sears 1st Floor)	\$ 52,000	\$ -	\$ 52,000	\$ (588,000)
63	Wing Properties Inc. 112 E 3rd St	\$ 50,521	\$ -	\$ 50,521	\$ (311,048)
64	Rawr Holding LLC. 110 w 2nd St	\$ 91,284	\$ -	\$ 91,284	\$ (222,071)
65	Amur Financial (Old Wells Fargo Buiding)	\$ 1,875,000	\$ -	\$ 1,875,000	\$ -
66	Wald 12 Properties LLC	\$ 100,943	\$ -	\$ 100,943	\$ (1,568,647)
67				2018	
		Base	TIF Excess	Valuation	
	Totals	\$31,371,398	\$105,495,452	\$140,024,662	

* Amount Developer agreed not to protest in contract with CRA

** TIF Contract Completed





City of Grand Island

Tuesday, August 27, 2019

Council Session

Item E-1

Public Hearing on Request from Thayris Manzano Gonzalez dba Havana Night, 1403 South Eddy Street for a Class “I” Liquor License

Council action will take place under Consent Agenda item G-2.

Staff Contact: RaNae Edwards

Council Agenda Memo

From: RaNae Edwards, City Clerk

Meeting: August 27, 2019

Subject: Public Hearing on Request from Thayris Manzano Gonzalez dba Havana Night, 1403 South Eddy Street for a Class “I” 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

Thayris Manzano Gonzalez dba Havana Night, 1403 South Eddy Street has submitted an application for a Class “I” Liquor License. A Class “I” Liquor License allows for the sale of alcohol on 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.

Staff recommends approval of the liquor license contingent upon final inspections and Ms. Manzano Gonzalez completing a state approved alcohol server/seller training program.

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.

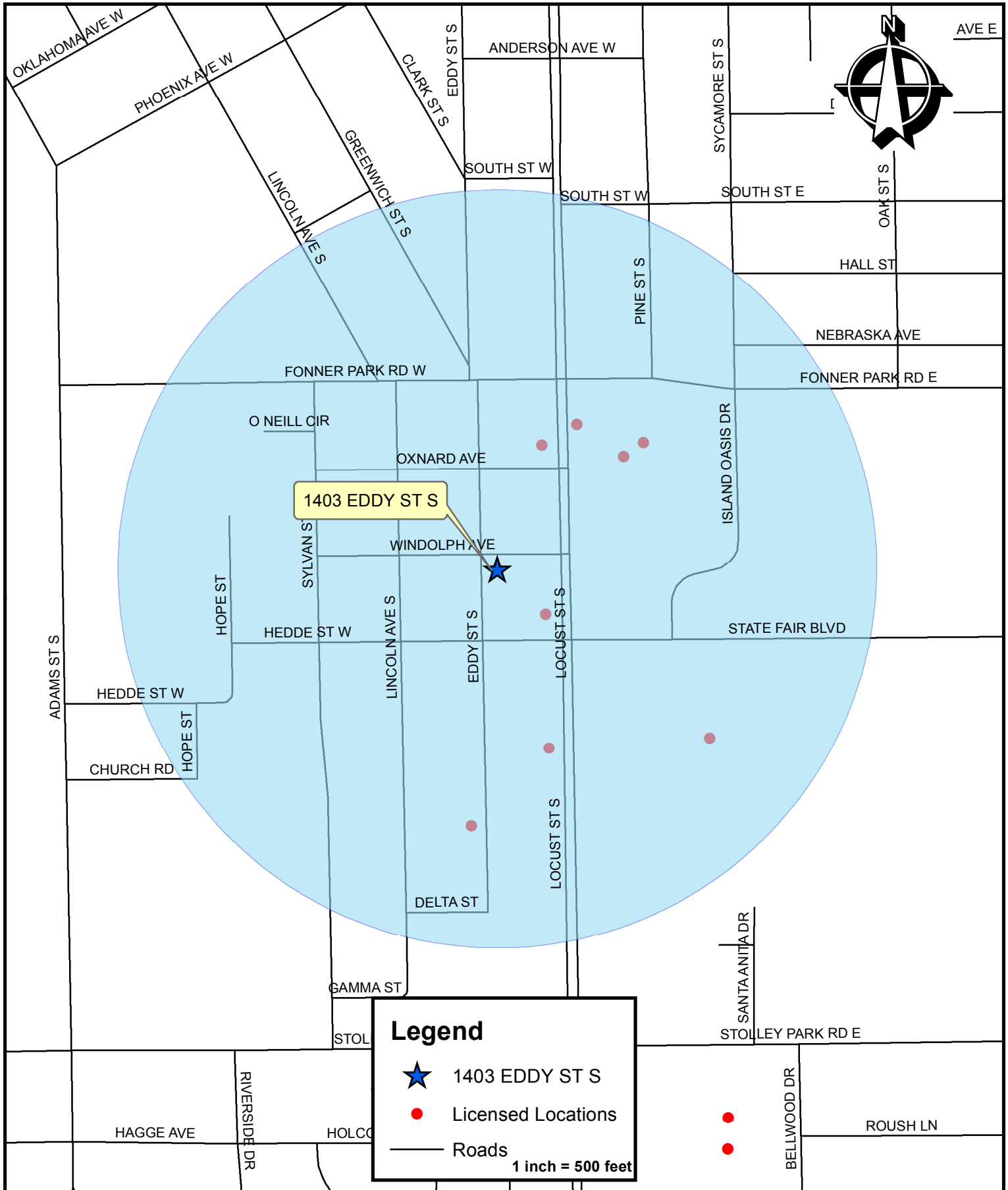
Recommendation

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 Thayris Manzano Gonzalez dba Havana Night, 1403 South Eddy Street for a Class "I" Liquor License contingent upon final inspections and Ms. Manzano Gonzalez completing a state approved alcohol server/seller training program.

Liquor License Application: Class "I" : Thayris Manzano Gonzalez dba Havana Night



Grand Island Police Department
Supplemental Report

Date, Time: Tue Feb 26 14:01:15 CST 2019
Reporting Officer: Vitera
Unit- CID

I received a copy of the application for Havana Night on 8/5/19. I have reviewed this application, and it appears to be very similar to this one (Casa de la Musica). The GIPD gave Casa de la Musica a positive recommendation back in February of 2019. I don't recall if the Fire Department or the Building Department had issues with the application or why a license wasn't issued. Since a few months have passed, I checked the applicant through Spillman and NCJIS again. She doesn't have any new convictions in NCJIS, and the only new entry in Spillman is that she was involved in an accident that wasn't her fault. The recommendation hasn't changed. Please read the report below which is the original investigation for Casa de la Musica.

Thayris Manzano Gonzalez is attempting to start a business called Casa de la Musica. Thayris is applying for a Class I (beer, wine, distilled spirits, on sale only) Individual Retail Liquor license. While perusing the application, I learned that the only conviction Thayris disclosed was for shoplifting in Grand Island in 2016, she is not borrowing any money to establish and/or operate the business, she has lived in Grand Island since 2013 and Cuba before that, and the building will be used for Zumba classes during the day.

I searched Spillman and NCJIS for Thayris. Spillman shows that Thayris was cited for a couple of traffic violations, cited for shoplifting, and involved in a couple of code compliance issues. NCJIS confirmed the shoplifting conviction and added two traffic convictions for speeding (one occurred in Kentucky). Thayris has a valid Nebraska driver's license and does not have any outstanding warrants for her arrest. I also checked Thayris through a paid online law enforcement-only database which tends to provide mostly personal identifying information and information about civil issues. Other than lack of information, I didn't find anything concerning.

Nebraska State Patrol Investigator Joe Hansen set up a meeting with Thayris for 2/28/19 at 1400 hours. Thayris is supposed to bring an interpreter with her. We were able to meet at the agreed upon time. Thayris had an interpreter with her from her attorney's office. The main thing I discussed with Thayris is that a club or club-like atmosphere tends to have more disturbances, fights, and assaults than other types of liquor-licensed establishments.

Before I could make some suggestions about how to prevent and handle those situations, Thayris said that she plans on having a ban and bar list. She said that if a customer has to be escorted from the club, he will be placed on the list and not be able to come back for three or four months. When the customer is eligible to return, that is his final chance. A second time of being kicked out of the bar would be a lifetime suspension.

I asked Thayris what her plans are for security. She said she is going to try to hire Sean Parsons. Thayris said Sean and his crew provided security at La Isla Bar where she tended bar for the last four years. Thayris also plans on having surveillance cameras inside and outside the building. She said she hasn't committed to hiring the security or buying the surveillance system until she finds out if she gets her liquor license. Thayris also assured us that no alcohol would be available during her Zumba classes.

Investigator Hansen and I went over some scenarios where she would be required to call law enforcement and others where she could use discretion and have her

security personnel handle them. I stressed the importance of cooperating with law enforcement personnel and maintaining a good relationship.

All in all, other than not disclosing a couple of speeding tickets, I didn't find anything wrong with application or see anything that would preclude Thayris from receiving a liquor license. The Grand Island Police Department has no objection to Thayris Manzano Gonzalez receiving a liquor license for Casa de la Musica.



City of Grand Island

Tuesday, August 27, 2019

Council Session

Item F-1

#9744 - Consideration of Approving Annual Salary Ordinance

Staff Contact: Aaron Schmid, Human Resources Director

Council Agenda Memo

From: Aaron Schmid, Human Resources Director

Meeting: August 27, 2019

Subject: Consideration of Approving Salary Ordinance No. 9744

Presenter(s): Aaron Schmid, Human Resources Director

Background

A Salary Ordinance is presented each year as a part of the budget process. Wages for City employees are presented to the Council for approval in the form of a salary ordinance. Some wages are set as a part of negotiated labor agreements and others through salary surveys conducted.

Discussion

Wage changes presented in this Ordinance are for bargaining units according to their respective labor agreements and negotiated wages. The Ordinance also includes changes to the non-union positions.

The following information shows the average increases for each respective group. Please note the averages are based on movement at the top step of the pay scale. Furthermore, some positions were higher and lower than the average.

AFSCME Labor Agreement will increase on average by 0%.

IAFF Labor Agreement will increase on average by 3.9%.

IBEW Service/Clerical/Finance Labor Agreement will increase on an average by 2.86%.

IBEW Utilities Labor Agreement will increase on an average by 3.6%.

IBEW WWTP Labor Agreement will increase on an average by 3%.

Non-Union will increase on an average by 3.3%. A salary survey was completed for the non-union group this year. Wages will be adjusted over a 3-year period. The non-union pay plan will be reduced from 15 steps to 9 steps.

The wages represented in this proposed Ordinance are included in the proposed 2019/2020 fiscal year budget.

FOP Labor Agreement will be presented at a later date.

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 No. 9744.

Sample Motion

Move to approve Salary Ordinance No. 9744.

ORDINANCE NO. 9744

An ordinance to amend Ordinance 9713 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 remove the non-union positions and salary ranges of the Assistant City Administrator, the Assistant to the City Administrator, the Civil Engineering Manager-Utility PCC, and the Public Information Officer; to add the non-union position and salary range of Deputy City Clerk; to amend the salary ranges of non-union employees; to rename the IAFF position of Shift Commander to Battalion Chief; to add Longevity pay to the employees covered under the IAFF labor agreement; to add mileage reimbursement for IAFF employees using personal vehicles when moving between stations; to amend the salary ranges of employees covered under the IAFF labor agreement, the IBEW Service/Clerical/Finance, IBEW Wastewater, and the IBEW Utilities labor agreements; ~~to add the non-union position and salary range of Assistant City Administrator; to amend non-union employees' medical leave payout at retirement;~~ and to repeal those portions of Ordinance No. 9713 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:

Approved as to Form	<input checked="" type="checkbox"/>	_____
August 21, 2019	<input checked="" type="checkbox"/>	City Attorney

ORDINANCE NO. 9744 (Cont.)

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Accountant	25.4176/37.3059 <u>26.4150/38.6380</u>	Exempt
Accounting Technician – Solid Waste	20.4135/ 25.5983 <u>/25.8403</u>	40 hrs/week
Administrative Coordinator – Public Works	21.0448/30.1839 <u>22.0092/31.6931</u>	40 hrs/week
Assistant City Administrator	47.3558/72.3558	Exempt
Assistant to the City Administrator	23.9618/33.7313	Exempt
Assistant Finance Director	34.4964/49.8218 <u>35.2700/51.4400</u>	Exempt
Assistant Public Works Director/Engineering	39.4911/60.6920 <u>41.1300/63.0000</u>	Exempt
Assistant Utilities Director – Engineering/Business Operations	53.2059/76.7068 <u>56.0485/81.7800</u>	Exempt
Assistant Utilities Director – Production	55.2358/78.5200 <u>56.0485/81.7800</u>	Exempt
Assistant Utilities Director – Transmission	55.2358/80.7106 <u>56.0485/81.7800</u>	Exempt
Attorney	33.3878/49.5623 <u>35.0573/52.0769</u>	Exempt
Building Department Director	39.4994/58.8688 <u>41.2900/60.9300</u>	Exempt
Cemetery Superintendent	25.3679/37.5818 <u>26.2260/38.5105</u>	Exempt
City Administrator	72.5689/84.7320 <u>76.1973/88.7644</u>	Exempt
City Attorney	48.7458/67.6894 <u>51.1831/71.0744</u>	Exempt
City Clerk	32.6094/43.8784 <u>33.8388/45.3688</u>	Exempt
Civil Engineer I	31.3740/44.5826	Exempt
Civil Engineer II	35.6038/51.2718	Exempt
Civil Engineering Manager—Utility PCC	44.4149/64.5361	Exempt
Collection System Supervisor	25.5843/37.1801 <u>26.3531/38.5602</u>	40 hrs/week
Community Development Administrator	22.2152/31.9410 <u>23.0800/33.5800</u>	40 hrs/week
Community Service Officer – Part time	16.6145/22.9328 <u>16.8469/23.5356</u>	40 hrs/week
Custodian – Library, Police	14.8724/21.2973 <u>15.5701/21.6946</u>	40 hrs/week
Customer Service Representative — Part time	10.3343/14.2929 <u>10.6729/14.7180</u>	40 hrs/week
Customer Service Team Leader	20.7894/28.4586	Exempt

ORDINANCE NO. 9744 (Cont.)

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
	<u>21.5389/29.8815</u>	
<u>Deputy City Clerk</u>	<u>27.4400/35.5280</u>	<u>40 hrs/week</u>
Electric Distribution Superintendent	40.8173/53.4810 <u>41.2596/54.9768</u>	Exempt
Electric Distribution Supervisor	38.8735/50.3708 <u>52.9283</u>	40 hrs/week
Electric Underground Superintendent	34.3938/50.3708 <u>41.2596/54.9768</u>	Exempt
Electrical Engineer I	29.7414/42.9960 <u>30.3798/43.3486</u>	Exempt
Electrical Engineer II	34.4966/49.8219 <u>34.8211/50.1998</u>	Exempt
Emergency Management Deputy Director	27.9420/41.0980 <u>28.9309/42.5398</u>	Exempt
Emergency Management Director	39.7678/58.8688 <u>41.1754/60.9343</u>	Exempt
Engineer I – Public Works	32.4088/46.0449 <u>34.6000/48.2600</u>	Exempt
Engineer I – WWTP	32.4088/45.5980 <u>34.6000/48.2600</u>	Exempt
Engineering Technician - WWTP	22.3395/30.8402 <u>22.7343/31.8463</u>	40 hrs/week
Equipment Operator - Solid Waste	19.1228/27.4334 <u>20.1229/28.0023</u>	40 hrs/week
Finance Director	45.2304/68.9093 <u>46.7955/70.9710</u>	Exempt
Finance Operations Supervisor	23.8680/33.5266 <u>25.1200/35.2000</u>	Exempt
Fire Chief	44.5425/67.8870 <u>46.7670/69.8151</u>	Exempt
Fire EMS Division Chief	37.7869/54.7969 <u>39.6795/56.2614</u>	Exempt
Fire Operations Division Chief	37.7869/54.7969 <u>39.6795/56.2614</u>	Exempt
Fire Prevention Division Chief	36.9780/52.9894 <u>39.6795/56.2614</u>	Exempt
Fleet Services Shop Foreman	25.1774/37.5923 <u>26.0843/38.8784</u>	40 hrs/week
GIS Coordinator - PW	29.5253/44.0349 <u>29.8365/44.5116</u>	Exempt
Golf Course Superintendent	26.0023/37.5273 <u>26.3811/38.1699</u>	Exempt
Grounds Management Crew Chief – Cemetery	21.8534/31.6579 <u>22.0203/32.3915</u>	40 hrs/week
Grounds Management Crew Chief – Parks	23.2523/33.3743	40 hrs/week

ORDINANCE NO. 9744 (Cont.)

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
	23.6475/33.8464	
Human Resources Director	39.8756/59.5543 <u>41.5100/62.1000</u>	Exempt
Human Resources Benefits/Risk Mgmt Coordinator	24.2047/35.8144 <u>25.1073/37.3863</u>	40 hrs/week
Human Resources Recruiter	24.2047/35.8144 <u>25.1073/37.3863</u>	40 hrs/week
Human Resources Specialist	24.2047/35.8144 <u>25.1073/37.3863</u>	40 hrs/week
Information Technology Manager	38.6965/58.4076 <u>39.8171/60.2115</u>	Exempt
Legal Secretary	21.6248/29.2254 <u>21.9574/30.7236</u>	40 hrs/week
Librarian I	23.8678/31.7959 <u>24.7613/33.1573</u>	Exempt
Librarian II	26.6486/35.6584 <u>27.9810/36.9788</u>	Exempt
Library Assistant I	15.2890/22.0959 <u>16.0535/23.2007</u>	40 hrs/week
Library Assistant II	18.8943/26.7481 <u>19.8390/28.0855</u>	40 hrs/week
Library Director	43.0115/65.7858 <u>44.9256/68.3671</u>	Exempt
Library Page	10.8694/14.9948 <u>11.4129/15.7445</u>	40 hrs/week
Library Secretary	17.0920/23.6820 <u>17.6121/24.4772</u>	40 hrs/week
Maintenance Worker – Golf	16.6835/26.1331 <u>17.0125/26.3171</u>	40 hrs/week
Meter Reader Supervisor	23.8680/31.0566 <u>24.8044/32.1658</u>	Exempt
MPO Program Manager	25.9216/38.9086 <u>28.5770/42.0450</u>	Exempt
Office Manager – Police Department	20.2143/29.0792 <u>21.0390/30.5340</u>	40 hrs/week
Parks and Recreation Director	43.2699/65.8349 <u>44.9156/67.9979</u>	Exempt
Parks Superintendent	32.2288/47.7180 <u>33.4069/49.3428</u>	Exempt
Payroll Specialist	20.8275/30.2425 <u>21.8505/31.8161</u>	40 hrs/week
Planner I	24.4580/34.4113 <u>25.0900/36.0300</u>	40 hrs/week
Planning Director	41.1253/62.1008 <u>42.4161/63.6235</u>	Exempt

ORDINANCE NO. 9744 (Cont.)

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Police Captain	37.8828/54.5883 <u>38.9895/56.3971</u>	Exempt
Police Chief	46.9559/68.9541 <u>47.6514/71.6401</u>	Exempt
Power Plant Maintenance Supervisor	36.0700/48.7336 <u>37.4591/51.1981</u>	Exempt
Power Plant Operations Supervisor	38.2919/52.9418 <u>39.1313/54.6741</u>	Exempt
Power Plant Superintendent – Burdick	43.3419/61.4949 <u>45.5090/63.4500</u>	Exempt
Power Plant Superintendent – PGS	49.9665/70.8616 <u>51.0104/72.9678</u>	Exempt
Public Information Officer	28.6824/42.7689	Exempt
Public Works Director	46.5520/69.3499 <u>48.0175/71.8620</u>	Exempt
Public Works Engineer	33.8344/48.9240 <u>34.6028/50.6015</u>	Exempt
Receptionist	16.7278/26.3534 <u>17.1392/</u>	40 hrs/week
Recreation Coordinator	23.8673/34.1561 <u>24.6495/35.1719</u>	Exempt
Recreation Superintendent	32.9251/50.1631 <u>33.4353/50.2938</u>	Exempt
Regulatory and Environmental Manager	39.9351/57.4829 <u>41.1493/57.4829</u>	Exempt
Senior Civil Engineer	35.8250/53.1100 <u>37.6163/55.7655</u>	Exempt
Senior Electrical Engineer	39.1531/54.9101 <u>40.4714/57.1761</u>	Exempt
Senior Public Safety Dispatcher	20.2483/27.1975 <u>21.2775/28.3220</u>	40 hrs/week
Senior Utility Secretary	19.6160/26.7083 <u>/26.9908</u>	40 hrs/week
Shooting Range Superintendent	28.8143/43.6210 <u>29.7586/44.9183</u>	Exempt
Solid Waste Division Clerk - Full Time	19.8887/25.1375 <u>20.4252/25.7922</u>	40 hrs/week
Solid Waste Division Clerk - Part Time	17.9704/23.1635 <u>18.3827/23.2130</u>	40 hrs/week
Solid Waste Foreman	23.0852/32.2355 <u>24.2594/33.8702</u>	40 hrs/week
Solid Waste Superintendent	33.6351/49.6103 <u>34.5540/51.0973</u>	Exempt
Street Superintendent	31.9828/47.5911 <u>32.6403/48.2648</u>	Exempt

ORDINANCE NO. 9744 (Cont.)

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Street Foreman	24.5323/35.9473 <u>25.3949/37.3590</u>	40 hrs/week
Transit Program Manager	27.6441/39.7070 <u>28.5300/41.6300</u>	Exempt
Turf Management Specialist	23.3691/33.0815 <u>23.7096/33.6482</u>	40 hrs/week
Utilities Director	75.6708/100.8696 <u>75.7041/102.4728</u>	Exempt
Utility Production Engineer	38.6044/56.9070 <u>39.4781/57.9095</u>	Exempt
Utility Warehouse Supervisor	27.3045/38.4197 <u>28.2792/39.3908</u>	40 hrs/week
Victim Assistance Unit Coordinator	46.7011/24.3626 <u>17.3274/24.9070</u>	40 hrs/week
Victim/Witness Advocate	15.3088/22.3317 <u>15.8857/22.8289</u>	40 hrs/week
Wastewater Plant Chief Operator	24.5094/35.6860 <u>25.5094/36.6879</u>	40 hrs/week
Wastewater Plant Engineer	35.1446/53.7915 <u>35.5893/53.8583</u>	Exempt
Wastewater Plant Operations Engineer	33.9495/50.7635 <u>34.7543/52.0493</u>	Exempt
Wastewater Plant Maintenance Supervisor	26.1162/37.0800 <u>26.8071/38.4864</u>	40 hrs/week
Wastewater Plant Regulatory Compliance Manager	33.9519/ 40.5320 <u>/41.0848</u>	Exempt
Water Superintendent	32.4361/47.4399 <u>33.4413/49.0888</u>	Exempt
Water Supervisor	25.6222/37.2785 <u>26.7174/41.0040</u>	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 twenty five cents (\$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 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 thirty five cents (\$0.35)~~

ORDINANCE NO. 9744 (Cont.)

~~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	20.8650/30.9087	40 hrs/week
Fleet Services Mechanic	23.3145/34.5422	40 hrs/week
Horticulturist	23.8961/35.4669	40 hrs/week
Maintenance Worker – Cemetery	19.7275/29.2485	40 hrs/week
Maintenance Worker – Parks	19.4596/28.8679	40 hrs/week
Maintenance Worker – Streets	19.4506/28.8342	40 hrs/week
Senior Equipment Operator – Streets	22.3929/33.2126	40 hrs/week
Senior Maintenance Worker – Streets	22.2384/32.9835	40 hrs/week
Traffic Signal Technician	22.0846/32.7555	40 hrs/week

ORDINANCE NO. 9744 (Cont.)

SECTION 3. The currently occupied classifications of employees of the City of Grand Island included under the IBEW Utilities 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 Utilities labor agreement shall work prior to overtime eligibility are as follows:

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Administrative Assistant-Utilities	20.9460/29.8445 <u>21.9201/31.1427</u>	40 hrs/week
Custodian	17.3168/ 21.0872 <u>/21.4065</u>	40 hrs/week
Electric Distribution Crew Chief	37.0224/47.9722 <u>38.9666/50.8883</u>	40 hrs/week
Electric Underground Crew Chief	37.0224/47.9722 <u>38.9666/50.8883</u>	40 hrs/week
Engineering Technician I	23.8510/32.0670 <u>25.6354/33.5904</u>	40 hrs/week
Engineering Technician II	29.9718/39.4988 <u>32.4212/42.0591</u>	40 hrs/week
Instrument Technician	33.1614/43.7035 <u>34.3553/45.2280</u>	40 hrs/week
Lineworker Apprentice	25.1723/35.3408 <u>26.6079/36.6610</u>	40 hrs/week
Lineworker First Class	32.8865/40.7273 <u>33.0441/41.8296</u>	40 hrs/week
Materials Handler	28.6888/36.1261 <u>31.0007/38.0597</u>	40 hrs/week
Meter Reader	20.1230/26.7263 <u>20.8602/27.9301</u>	40 hrs/week
Meter Technician	29.2636/34.7615 <u>31.3285/36.6107</u>	40 hrs/week
Power Dispatcher I	32.2196/40.5910 <u>33.7325/</u>	40 hrs/week
Power Dispatcher II	37.0073/46.2622 <u>40.1796/48.0800</u>	40 hrs/week
Power Plant Maintenance Mechanic	31.2470/40.4060 <u>31.9732/42.0591</u>	40 hrs/week
Power Plant Operator	33.9389/40.6280 <u>34.5848/41.9279</u>	40 hrs/week

ORDINANCE NO. 9744 (Cont.)

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Senior Engineering Technician	33.0689/42.4548 <u>33.2735/43.6982</u>	40 hrs/week
Senior Materials Handler	32.0346/41.7391 <u>33.4702/43.5889</u>	40 hrs/week
Senior Meter Reader	22.0869/27.5281 <u>/28.7680</u>	40 hrs/week
Senior Power Dispatcher	43.1678/53.3108 <u>46.4846/54.8986</u>	40 hrs/week
Senior Power Plant Operator	39.0075/47.6899 <u>40.6167/48.5947</u>	40 hrs/week
Senior Substation Technician	39.6994/43.5393 <u>/44.7362</u>	40 hrs/week
Senior Water Maintenance Worker	25.3454/34.6647 <u>25.8211/35.9365</u>	40 hrs/week
Substation Technician	38.6434/40.2734 <u>39.5895/41.3051</u>	40 hrs/week
Systems Technician	36.7811/43.7215 <u>38.9776/45.0094</u>	40 hrs/week
Tree Trim Crew Chief	30.4536/39.9929 <u>30.7493/41.4471</u>	40 hrs/week
Utility Electrician	30.8538/40.8122 <u>31.9513/42.3869</u>	40 hrs/week
Utility Groundman	20.0125/28.0000 <u>20.0188/</u>	40 hrs/week
Utility Secretary	19.6654/27.5793 <u>21.0568/29.3725</u>	40 hrs/week
Utility Technician	32.0705/41.3716 <u>34.2461/42.5617</u>	40 hrs/week
Utility Warehouse Clerk	23.0871/28.9806 <u>23.8324/30.1483</u>	40 hrs/week
Water Maintenance Worker	23.0941/30.9200 <u>24.6738/32.5960</u>	40 hrs/week
Wireworker I	23.7176/35.1107 <u>23.8324/36.0600</u>	40 hrs/week
Wireworker II	32.8865/40.7273 <u>33.0441/41.8296</u>	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

ORDINANCE NO. 9744 (Cont.)

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	21.9840/33.6797	
Police Sergeant	27.5151/41.3182	

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 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

ORDINANCE NO. 9744 (Cont.)

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:

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Fire Captain	19.9429/27.6524 22.1366/28.4820	212 hrs/28 days
Firefighter / EMT	15.1020/21.9163 16.6877/23.2313	212 hrs/28 days
Firefighter / Paramedic	17.0188/24.0361 18.0399/25.3581	212 hrs/28 days
Life Safety Inspector	22.9354/32.5426 25.4583/33.1935	40 hrs/week
Shift Commander Battalion Chief	24.3197/31.8276 28.4540/32.7824	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 Wastewater Treatment Plant labor agreement, and the

ORDINANCE NO. 9744 (Cont.)

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 Wastewater Treatment Plant labor agreement shall work prior to overtime eligibility are as follows:

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Accounting Technician – WWTP	18.3776/26.2964 <u>18.5411/26.9638</u>	40 hrs/week
Biosolids Technician	20.7169/31.1405 <u>21.4846/32.0754</u>	40 hours/week
Equipment Operator – WWTP	19.1650/26.9327 <u>19.8813/27.9091</u>	40 hrs/week
Lead Maintenance Mechanic	22.2125/31.4897 <u>22.6243/32.3034</u>	40 hrs/week
Lead Maintenance Worker	20.6840/29.1045 <u>21.3132/29.9900</u>	40 hrs/week
Lead Wastewater Plant Operator	23.0146/32.9929 <u>23.7147/33.9967</u>	40 hrs/week
Maintenance Mechanic I	19.1067/27.3618 <u>19.3955/28.2451</u>	40 hrs/week
Maintenance Worker – WWTP	19.5859/27.9312 <u>19.7011/28.4653</u>	40 hrs/week
Stormwater Program Manager	22.6923/32.5421 <u>23.3249/33.9725</u>	40 hrs/week
Wastewater Plant Laboratory Technician	20.9751/29.3886 <u>21.5806/30.1151</u>	40 hrs/week
Wastewater Plant Operator I	18.9093/26.5922 <u>19.4564/27.3467</u>	40 hrs/week
Wastewater Plant Operator II	21.2008/29.8757 <u>21.9202/30.9318</u>	40 hrs/week

~~Employees covered under the IBEW Wastewater Treatment Plant labor agreement who are regularly scheduled to work swing shift will receive an additional twenty five (\$0.25) cents) per hour; employees who are regularly scheduled to work graveyard shift will receive an additional thirty five cents (\$0.35) per hour for wages attributable to those shifts.~~

SECTION 7. The currently occupied classifications of the employees of the City of Grand Island included under the IBEW-Service/Clerical/Finance labor agreement, and the

ORDINANCE NO. 9744 (Cont.)

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/Finance labor agreement shall work prior to overtime eligibility are as follows:

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Accounting Clerk	17.7758/ 24.2708 <u>/25.0186</u>	40 hrs/week
Accounting Technician – Streets	19.9200/26.4282 <u>20.6086/27.1846</u>	40 hrs/week
Accounts Payable Clerk	18.4984/26.5419 <u>19.2750/27.4436</u>	40 hrs/week
Administrative Assistant-Bldg, Fire, Parks, Planning	20.0426/28.7466	40 hrs/week
Administrative Assistant – Public Works	20.4207/29.3814 <u>20.7989/30.0162</u>	40 hr/week
Audio Video Technician	21.2374/29.4381 <u>22.6223/30.8696</u>	40 hrs/week
Building Inspector	22.7509/32.9099 <u>23.1441/34.0970</u>	40 hrs/week
Cashier	17.2814/23.6180 <u>17.7704/24.3535</u>	40 hrs/week
Community Service Officer	16.6145/22.9328 <u>16.8469/23.5356</u>	40 hrs/week
Computer Operator	23.8896/ 31.8635 <u>/32.3226</u>	40 hrs/week
Computer Technician	24.7416/33.5337 <u>24.8770/34.7203</u>	40 hrs/week
Crime Analyst	22.6482/31.1060 <u>23.6446/31.4740</u>	40 hrs/week
Electrical Inspector	22.8055/32.8844 <u>23.2534/34.0460</u>	40 hrs/week
Emergency Management Coordinator	20.4171/29.3814 <u>20.7916/30.0162</u>	40 hrs/week
Engineering Technician – Public Works	22.3539/31.5264 <u>23.0241/32.4715</u>	40 hrs/week
Evidence Technician	17.9858/26.2599 <u>18.9149/27.5594</u>	40 hrs/week
GIS Coordinator	28.7388/41.3762 <u>29.6004/43.6354</u>	40 hrs/week
Maintenance Worker I – Building, Library, Police	16.8177/ 23.1103 <u>/23.4604</u>	40 hrs/week
Maintenance Worker II – Building, Library, Police	18.4044/24.8862 <u>19.0859/25.7470</u>	40 hrs/week
Payroll Clerk	18.6910/25.2615 <u>19.6062/27.0001</u>	40 hrs/week
Plans Examiner	23.3889/33.8515	40 hrs/week

ORDINANCE NO. 9744 (Cont.)

	23.4249/34.5678	
Plumbing/Mechanical Inspector	22.8092/32.7715 23.2607/33.8202	40 hrs/week
Police Records Clerk	16.7092/23.7332 17.2105/24.4452	40 hrs/week
Public Safety Dispatcher	18.4432/25.9508 19.9030/27.0934	40 hrs/week
Senior Accounting Clerk	19.7576/26.6310 19.8226/27.4663	40 hrs/week
Shooting Range Operator	24.2995/32.8535 25.2024/33.9923	40 hrs/week
Wastewater Secretary	18.8374/26.5845 19.4007/27.3830	40 hrs/week

The hourly rates for Community Service Officers training new Community Service Officers shall increase three percent (3%) during the training period.

SECTION 8. [A shift differential of twenty-five cents \(\\$0.25\) per hour shall be added to the base hourly wage for persons in the non-union employee classification of Senior Public Safety Dispatcher who work any hours or 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 thirty-five cents \(\\$0.35\) 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 twenty-five cents (\$0.25) per hour shall be added to the base hourly wage for persons [covered by the IBEW Service/Clerical/Finance labor agreement](#) in the employee classification Public Safety Dispatcher who work a complete shift between 3:00 p.m. and 11:00 p.m. A shift differential of thirty-five cents (\$0.35) per hour shall be added to the base hourly wage for persons [covered by the IBEW Service/Clerical/Finance labor agreement](#) in the employee classification of Public Safety Dispatcher who work a complete shift between

ORDINANCE NO. 9744 (Cont.)

11:00 p.m. to 7:00 a.m. 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. Full time employees covered in the AFSCME labor agreement 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 twenty-five cents (\$0.25) per hour added to the base hourly rate for the hours worked during such temporary assignment. Full time employees covered in the IBEW Wastewater Treatment Plant labor agreement who are regularly scheduled to work swing shift will receive an additional twenty-five cents (\$0.25) per hour; employees who are regularly schedule to work graveyard shift will receive an additional thirty-five cents (\$0.35) per hour for wages attributable to those shifts. 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 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 and work period which certain such employees shall work prior to overtime eligibility are as stated above.

ORDINANCE NO. 9744 (Cont.)

Each employee covered by the IAFF labor agreement after their first year, except Life Safety Inspector, will be credited Five Hundred Twenty-five dollars (\$525.00) annual credit to be used for the purchase of the uniform item purchases as needed. New hires will receive Four Hundred dollars (\$400.00) credit for the purchase of initial uniforms. After probation they shall receive an additional Five Hundred dollars (\$500.00) 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 One Thousand Two Hundred dollars (\$1,200.00) to purchase or rent required uniforms. All other employees required to wear full FR clothing will be eligible for reimbursement up to Seven Hundred (\$700.00) in Years 1 and 2; in Year 3 eligible up to One Thousand dollars (\$1,000.00). 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 Seven Hundred dollars (\$700.00) in Years 1 and 2; in Year 3 eligible up to One Thousand dollars (\$1,000.00) 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 Three Hundred Fifty dollars (\$350.00). Employees will be reimbursed for said purchases with a receipt showing proof of purchase. Employees in the non-union Community Service Officer Part Time position shall be paid a prorated uniform allowance based on hours worked, not to exceed Twenty-five dollars (\$25.00) per pay period. Full-time Community

ORDINANCE NO. 9744 (Cont.)

Services Officers shall be paid a uniform allowance at the rate of Twenty-five dollars (\$25.00) per pay period.

Fire Chief and Fire Division Chiefs shall be paid a clothing allowance of Four Hundred Eighty-four dollars and eight cents (\$484.08) per year, divided into twenty-four (24) pay periods. Police Chief and Police Captains shall be paid a clothing allowance of Six hundred Fifty dollars (\$650.00) per year, divided into twenty-six (26) pay periods.

Non-union employees and employees covered by the AFSCME labor agreement, FOP labor agreement, IAFF labor agreement, IBEW Service/Clerical/Finance and Wastewater Treatment Plant labor agreements may receive an annual stipend not to exceed One Thousand Five Hundred dollars (\$1,500.00) for bilingual pay.

Employees covered by the AFSCME labor agreement shall be granted a meal allowance of Ten Dollars (\$10.00) 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 and the IBEW-Wastewater Treatment Plant labor agreement shall be allowed a meal allowance for actual cost, or up to Twelve dollars (\$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.

ORDINANCE NO. 9744 (Cont.)

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 Eighteen dollars (\$18.00) per month. When protective clothing is required for personnel covered by the IBEW Utilities and IBEW Wastewater Treatment Plant labor agreements and employees covered by the AFSCME labor agreement, except the Fleet Services Division of the Public Works Department, the City shall pay sixty percent (60%) of the actual cost of providing and cleaning said clothing and the employees forty percent (40%) of said cost. Full-time Fleet Services personnel shall receive a uniform allowance of Twelve Dollars (\$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 Thirty dollars (\$30.00) biweekly.

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

(A) All employees covered in the IBEW Utilities labor agreement 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 (586.18) hours [calculated at 53% x 1,106 hours], the rate of compensation to be 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

ORDINANCE NO. 9744 (Cont.)

percent (38%) of their accumulated medical leave at the time of their retirement, not to exceed ~~five-six~~ hundred ~~ninety-eight~~five and ~~eighty-eight~~thirty-four hundredths hours (~~598.88~~605.34) [calculated at 38% x ~~1,576~~1,593 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 (542) hours [calculated at 50% x 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/Finance labor agreements shall have a contribution to a VEBA made on their behalf in lieu of payment for thirty-five percent (35%) of their accumulated medical leave at the time of retirement, early retirement, or death, based on the employee's salary at the time of retirement, not to exceed four-hundred sixty-eight and sixty-five-hundredths (468.65) hours [calculated at 35% x 1,339 hours]. Employees covered by the IBEW Wastewater labor agreement shall have a contribution to a VEBA made on their behalf in lieu of payment for thirty-six percent (36%) of their accumulated medical leave at the time of retirement, early retirement, or death, based on the employee's salary at the time of retirement not to exceed four-hundred eighty-two and four-hundredths hours (482.04) [calculated at 36% x 1,339 hours]. Non-union employees shall have a contribution to a VEBA made on their behalf in lieu of payment for fifty-three percent (53%) of their accumulated medical leave at the time of their retirement, not to exceed five hundred eighty-six and eighteen-hundredths (586.18) hours [calculated at 53% x 1,106 hours]. The amount of contribution will be based upon

ORDINANCE NO. 9744 (Cont.)

the employee's salary at the time of retirement. Employees covered by the AFSCME labor agreement shall have a contribution to a VEBA made on their behalf in lieu of payment for thirty-five percent (35%) of their accumulated medical leave bank at the time of their retirement, based on the employee's salary at the time of retirement not to exceed four hundred sixty-eight and sixty-five hundredths hours (468.65) [calculated at 35% x 1,339 hours]. 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 (480) [calculated at 37.5% x 1,280 hours], 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 (1/2) of their accumulated medical leave, not to exceed thirty (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 (1/2) of all unused medical leave for non-union employees and as defined in labor agreements for all other employees.

ORDINANCE NO. 9744 (Cont.)

SECTION 10. Non-union employees shall have a contribution made on their behalf to their VEBA account in the amount of Thirty dollars (\$30.00) per pay period. Employees represented by the IBEW Utilities labor agreement, IBEW Service/Clerical/Finance labor agreement and the IBEW Wastewater Treatment Plant labor agreement, shall have a contribution made on their behalf to their VEBA account in the amount of Twenty Dollars (\$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 Ten Dollars (\$10.00) per pay period.

SECTION 11. An employee, who is represented by the following labor agreements, 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. ~~AFSCME, IBEW Wastewater Treatment Plant and IBEW Service/Clerical/Finance pay shall be effective the first full pay period in October 2018.~~ Payment shall be made on a prorated basis on each regular pay day. The following rate schedule shall apply for those employees who are represented by the FOP labor agreement:

Ten (10) years (beginning 11 th year)	\$ 645.50
Fifteen (15) years (beginning 16 th year)	\$ 830.50
Twenty (20) years (beginning 21 st year)	\$1,032.50
Twenty-five (25) years (beginning 26 th year)	\$1,247.50

Those employees who are represented by the AFSCME labor agreement shall annually receive longevity pay as follows:

Five (5) years (beginning 6 th year)	\$ 226.00
Ten (10) years (beginning 11 th year)	\$ 443.00
Fifteen (15) years (beginning 16 th year)	\$ 624.00
Twenty (20) years (beginning 21 st year)	\$ 796.00
Twenty-five (25) years (beginning 26 th year)	\$ 994.00

ORDINANCE NO. 9744 (Cont.)

Those employees who are represented by the IBEW-Wastewater Treatment Plant and IBEW Service/Clerical/Finance labor agreements shall annually receive longevity pay as follows:

Five (5) years (beginning 6 th year)	\$ 226.00
Ten (10) years (beginning 11 th year)	\$ 443.00
Fifteen (15) years (beginning 16 th year)	\$ 624.00
Twenty (20) years (beginning 21 st year)	\$ 796.00
Twenty-five (25) years (beginning 26 th year)	\$ 994.00
Forty (40) years (beginning 41 st year)	\$1,174.00

Those employees who are represented by the IAFF labor agreement shall annually receive longevity pay, beginning with the first full pay period in October 2019, as follows:

<u>Ten (10) years (beginning 11th year)</u>	<u>\$ 645.50</u>
<u>Fifteen (15) years (beginning 16th year)</u>	<u>\$ 830.50</u>
<u>Twenty (20) years (beginning 21st year)</u>	<u>\$1,032.50</u>
<u>Twenty-five (25) years (beginning 26th year)</u>	<u>\$1,247.50</u>

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 effective October 13, 2019.

SECTION 14. Those portions of Ordinance No. 9713 and all other parts of ordinances in conflict herewith be, and the same are, hereby repealed.

ORDINANCE NO. 9744 (Cont.)

Enacted: August 27, 2019

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, August 27, 2019

Council Session

Item F-2

#9745 - Consideration of Amending Chapter 20 of the Grand Island City Code Relative to MIP Tobacco

Staff Contact: Stacy Nonhof, Interim City Attorney

Council Agenda Memo

From: Stacy R. Nonhof, Interim City Attorney

Meeting: August 27, 2019

Subject: Amending Chapter 20 of City Code to Amend the Age of Minor in Possession of Tobacco

Presenter(s): Stacy R. Nonhof, Interim City Attorney

Background

The Nebraska Legislature recently changed the age from 18 to 19 to legally possess and purchase tobacco and tobacco products.

Discussion

This ordinance amends Chapter 20 of City Code, Minor in Possession of Tobacco to increase the age of legally possessing tobacco products, vapor products or alternative nicotine products in the City of Grand Island from 18 to 19. This ordinance makes the City compliant with State Statute on the age for legally possessing these products.

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 Ordinance amending Chapter 20 of City Code.

Sample Motion

Move to approve the Ordinance.

ORDINANCE NO. 9745

An ordinance to amend Chapter 20 of Grand Island City Code; to amend Section 20-20; to clarify and/or make general corrections to various code sections, to repeal any ordinance or parts of ordinances in conflict herewith; and to provide for publication and the effective date of this ordinance.

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

SECTION 1. Section 20-20 of the Grand Island City Code is hereby amended to read as follows:

§20-20. Tobacco; Possession By Minors

(A) It shall be unlawful for any person under the age of nineteen (19) years to possess any tobacco products, vapor products or alternative nicotine products.

(B) It shall not be unlawful for any person under the age of nineteen (19) years to:

(1) Possess tobacco products, vapor products or alternative nicotine products under the direct supervision of the parent or guardian of such person in the privacy of the parent's or guardian's home.

(2) Sell or handle any unopened container of tobacco products, vapor products or alternative nicotine products in the course of his or her employment by a tobacco licensee; or

(3) Possess or purchase tobacco products, vapor products or alternative nicotine products for the purpose of testing or enforcing compliance with statutes, laws or ordinances governing the sale of tobacco products, vapor products or alternative nicotine products as long as law enforcement is conducting the compliance check.

(C) Any person violating the provisions of this section shall be fined according to the provisions of the Grand Island City Code.

SECTION 2. Any ordinance or parts of ordinances in conflict herewith be, and hereby are, repealed.

Approved as to Form	☐ _____
August 23, 2019	☐ City Attorney

ORDINANCE NO. 9745 (Cont.)

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

Enacted: August 27, 2019.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, August 27, 2019

Council Session

Item F-3

#9746 - Consideration of Amending Chapter 39 of the Grand Island City Code Relative to Vaping

Staff Contact: Councilmember Chuck Haase

Council Agenda Memo

From: Stacy R. Nonhof, Interim City Attorney

Meeting: August 27, 2019

Subject: Amending Chapter 39 of City Code to Prohibit Vaping

Presenter(s): Stacy R. Nonhof, Interim City Attorney

Background

A question by a Council member regarding the use of vaping devices in public places was asked months ago. After the question was asked, research into the uses and effects of using vaping products was done. What is being presented tonight is the result of that research and request.

Discussion

This ordinance amends Chapter 39 of City Code, the Grand Island Smoking Regulation Act. This chapter of City Code was originally modeled after the Nebraska Clean Air Act. State Statute allows municipal codes to be more restrictive than State law. The Nebraska Legislature has not banned the use of vapor products in public buildings to date. The purpose of this Ordinance is to prevent the use of electronic vaping devices in public buildings.

The most significant change to City Code is the addition of vaping and vaping device to the definitions. Vape or vaping means the inhaling and exhaling of the aerosol produced by any vaping device. Vaping device means a device that consists of a mouthpiece, battery, a cartridge for containing the e-liquid or e-juice and a heating component for the device that is powered by a battery. Vaping devices may include but not be limited to, e-cigarettes, vape pens, advanced personal vaporizers (MODS), JUUL's or any other device whether professionally made or homemade that are designed and used to inhale vapor products.

Each of the other sections of Code being amended simply add vaping as a prohibited activity along with smoking in the traditional sense.

Here are a few examples of vaping devices.

Vape Pens:



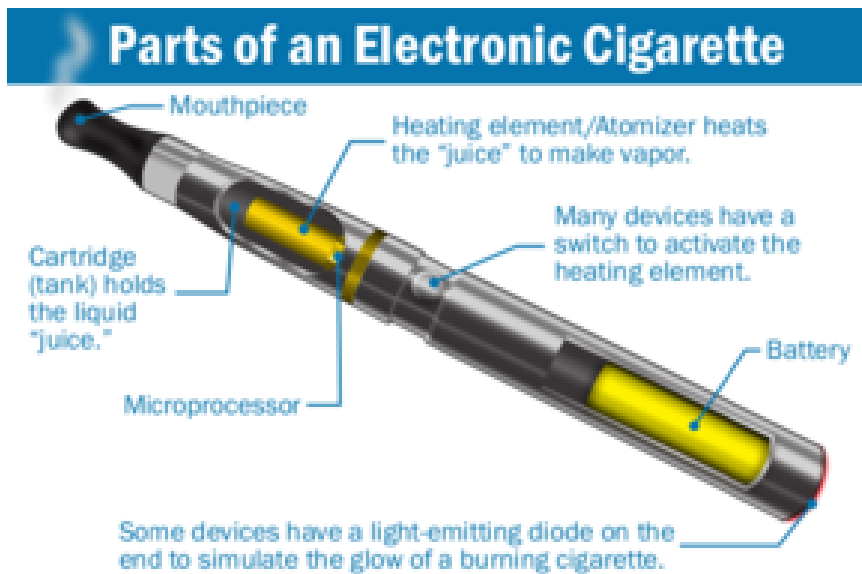
shutterstock.com • 538180771



JUUL:



E-Cigarette:



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 Ordinance amending Chapter 39 of City Code.

Sample Motion

Move to approve the Ordinance.

ORDINANCE NO. 9746

An ordinance to amend Chapter 39 of Grand Island City Code ; to amend Section 39-2 thru Section 39-7; to clarify and/or make general corrections to various code sections, to repeal any ordinance or parts of ordinances in conflict herewith; and to provide for publication and the effective date of this ordinance.

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

SECTION 1. Section 39-2 thru Section 39-7 of the Grand Island City Code is hereby amended to read as follows:

§39-2. Purpose

The City Council does hereby declare it to be the public policy of this City to encourage places of employment and public places to reduce the health and safety risks posed by smoking and vaping in places of employment and public places. The City Council authorizes the Health Director of the Central District Health Department and law enforcement to administer and enforce this Section within the City of Grand Island.

§39-3. Definitions; General Provisions

For the purposes of this Section, the following words and phrases shall have the meaning ascribed to them by this Section.

Employed. Employed shall mean hired, contracted, subcontracted, or otherwise engaged to furnish goods or services.

Employee. Employee shall mean a person who is employed by an employer in consideration for direct or indirect monetary wage(s), profit, or other remuneration.

Employer. Employer shall mean a person, nonprofit entity, sole proprietorship, partnership, joint venture, corporation, limited partnership, limited liability company, co-op, firm, trust, association, organization, or other business entity formed for profit-making purposes, including retail establishments, where goods or services are sold, who employs one or more employees.

Guestroom or Suite. Guestroom or suite shall mean sleeping rooms and directly associated private areas, such as bathrooms, living rooms, and kitchen areas, if any, rented to the public for their exclusive transient occupancy including, but not limited to, guestrooms or suites in hotels, motels, inns, lodges, or other such establishments.

Health Director. Health Director shall mean the Director of the Central District Health Department or authorized representative(s).

Indoor Area. Indoor area means an area enclosed by a floor, a ceiling, and walls on all sides that are continuous and solid except for closeable entry and exit doors and windows and

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August 23, 2019	☐ City Attorney

ORDINANCE NO. 9746 (Cont.)

in which less than twenty percent of the total wall area is permanently open to the outdoors. For walls in excess of eight feet in height, only the first eight feet shall be used in determining such percentage.

International No-Smoking Symbol. International no-smoking symbol shall mean a pictorial representation of a burning cigarette enclosed in a red circle with a red bar across it.

Place of Employment. Place of employment means an indoor area under the control of a proprietor that an employee accesses as part of his or her employment without regard to whether the employee is present or work is occurring at any given time. The indoor area includes, but is not limited to, any work area, employee breakroom, restroom, conference room, meeting room, classroom, employee cafeteria, and hallway. A private residence is a place of employment when such residence is being used as a licensed child care program and one or more children who are not occupants of such residence are present.

Proprietor. Proprietor shall mean any employer, owner, operator, supervisor, manager or any other person who controls, governs, or directs the activities in a place of employment or public place.

Public Place. Public place shall mean an indoor area to which the public is invited or in which the public is permitted, whether or not the public is always invited or permitted. A private residence shall not be considered a "public place."

Smoke or Smoking. Smoke or smoking shall mean the lighting of any cigarette, cigar, or pipe; or the possession of any lighted cigarette, cigar, or pipe, regardless of its composition.

Vape(ing). Vape(ing) shall mean the inhaling and exhaling of the aerosol produced by any vaping device.

Vaping Device. Vaping device shall mean a device that consists of a mouthpiece, battery, a cartridge for containing the e-liquid or e-juice and a heating component for the device that is powered by a battery. Vaping devices may include but not be limited to, e-cigarettes, vape pens, advanced personal vaporizers (MODS), JUUL's or any other device whether professionally made or homemade that are designed and used to inhale vapor products.

§39-4. Smoking Prohibited; Exceptions

It shall be unlawful for any person to smoke or vape in a place of employment or a public place, except as designated by a proprietor pursuant to this Section.

§39-5. Proprietor to Prohibit Smoking; Exceptions

(a) It shall be unlawful for any proprietor of any place of employment or public place to allow smoking or vaping except as follows:

(1) Guestrooms or suites, provided the following requirements are met:

(i) The number of rooms or suites designated for smoking shall be no greater than 20% of the total number of guestrooms or suites.

(ii) Each guestroom or suite where smoking or vaping is allowed shall have a permanent sign posted containing the words "smoking allowed" on each entrance.

(2) As part of a study conducting research into the health effects of smoking or vaping in a scientific or analytical laboratory either governed by state or federal law or at a college or university approved by the Nebraska Coordinating Commission for Post Secondary Education. The proprietor shall post a temporary sign on all

ORDINANCE NO. 9746 (Cont.)

entrances to the laboratory indicating that smoking or vaping is being allowed for the purposes of research.

(b) Proprietors shall conspicuously post or display required signs so that the signs are readily viewable by employees and the public.

(c) This section shall not be interpreted or construed to permit smoking or vaping where it is otherwise restricted by other applicable laws.

§39-6. Enforcement

The Health Director and law enforcement agencies are hereby authorized to inspect a place of employment or public place at any reasonable time to determine compliance with this Section.

§39-7. Violations and Penalties

(a) A person who smokes or vapes in a place of employment or a public place in violation of this section shall be deemed guilty of a misdemeanor and upon conviction thereof shall be punished by a minimum fine of:

- (1) One hundred dollars (\$100) and costs for the first offense;
- (2) Two hundred dollars (\$200) and costs for the second offense;
- (3) Five hundred dollars (500) and costs for the third and subsequent offenses.

(b) A proprietor of a place of employment or public place upon whom a duty is placed by the provisions of this section, who shall fail, neglect, or refuse to perform such duty, or who shall knowingly violate any of the provisions hereof, shall be deemed guilty of a misdemeanor, and upon conviction thereof, shall be punished by a minimum fine of:

- (1) One hundred dollars (\$100) and costs for the first offense;
- (2) Two hundred dollars (\$200) and costs for the second offense;
- (3) Five hundred dollars (500) and costs for the third and subsequent offenses.

(c) Each day that a violation continues to exist shall constitute a separate and distinct offense and shall be punishable as such.

(d) Every act or omission of whatever nature constituting a violation of any of the provisions of this section by an officer, manager, supervisor, agent or employee of any proprietor, if said act or omission is made with the authorization, knowledge, or approval of the proprietor, shall be deemed and held to be the act or omission of such proprietor, and said proprietor shall be punishable in the same manner as if said act or omission had been committed by such proprietor personally.

SECTION 2. Any ordinance or parts of ordinances in conflict herewith be, and hereby are, repealed.

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

ORDINANCE NO. 9746 (Cont.)

Enacted: August 27, 2019.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, August 27, 2019

Council Session

Item G-1

Approving Minutes of August 13, 2019 City Council Regular Meeting

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING

August 13, 2019

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 August 13, 2019. Notice of the meeting was given in *The Grand Island Independent* on August 7, 2019.

Mayor Roger G. Steele called the meeting to order at 7:00 p.m. The following City Council members were present: Mike Paulick, Michelle Fitzke, Mark Stelk, Jason Conley, Vaughn Minton, Julie Hehnke, and Mitch Nickerson. Councilmember Chuck Haase, Clay Schutz, and Jeremy Jones were absent. The following City Officials were present: City Administrator Jerry Janulewicz, City Clerk RaNae Edwards, Finance Director Patrick Brown, Interim City Attorney Stacy Nonhof, and Public Works Director John Collins.

INVOCATION was given by Pastor Carl Eliason, Peace Lutheran Church, 1710 N. North Road followed by the PLEDGE OF ALLEGIANCE.

Mayor Steele complimented and thanked city employees for the extra work they did after the wind storm last week. Mentioned were neighbors helping neighbors and the great community we live in.

PUBLIC HEARINGS:

Public Hearing on Request from Spirit in the Sky, LLC dba 40 North Tap & Grille, 520 West 3rd Street for a Class “CKG” Liquor License. City Clerk RaNae Edwards reported that an application for a Class “CKG” Liquor License had been received from Spirit in the Sky, LLC dba 40 North Tap & Grille, 520 West 3rd Street. Ms. Edwards presented the following exhibits for the record: application submitted to the Liquor Control Commission and received by the City on July 23, 2019; notice to the general public of date, time, and place of hearing published on August 3, 2019; notice to the applicant of date, time, and place of hearing mailed on July 24, 2019; along with Chapter 4 of the City Code. Staff recommended approval contingent upon final inspections and excluding the 36’ x 40’ rooftop area. No public testimony was heard.

Public Hearing on Development of the 2019-2023 Consolidated Plan and Annual Action Plan for Community Development Block Grant (CDBG) Activities. Community Development Administrator Amber Alvidrez reported that Grand Island became an Entitlement Community in September 2015. A large part of the planning process for this Community Development Block Grant (CDBG) model was the creation of the 3, 4 or 5-year Consolidated Plan, and the Annual Action Plan. The City had chosen to complete a 5-year Consolidated Plan which was currently in place and covered the time period of 2019-2023. The Three Priorities outlined in the Consolidated Plan were: Increase Quality & Affordable Housing Options; Cultivate Small and Emerging Businesses; and Support Public Services for Neighborhoods and Vulnerable Populations. Staff recommended approval. No public testimony was heard.

Public Hearing on Acquisition of Utility Easement - 2185 N. Diers Avenue (Saunders Development Group, LLC). Utilities Director Tim Luchsinger reported that acquisition of a utility easement located at 2185 N. Diers Avenue was needed in order to have access to install, upgrade, maintain, and repair power appurtenances, including power lines and transformers. Saunders Development Group, LLC, had requested a new electrical service for the Culvers Restaurant to be built at 2185 North Diers Avenue. A new three-phase padmount transformer and 4" PVC conduit with 1/0 copper cable would be installed along the east line of their property to accommodate the new service. This easement would allow the Utilities Department to install, access, operate and maintain the electrical infrastructure at this location. Staff recommended approval. No public testimony was heard.

ORDINANCES:

#9744 - Consideration of Approving Salary Ordinance (was pulled from the agenda.)

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

Approving Minutes of July 23, 2019 City Council Regular Meeting/Budget Work Session.

Approving Minutes of August 6, 2019 City Council Special Meeting.

Approving Request of Fonner Park Exposition and Events Center, Inc. (Heartland Events Center) for Ratification of Nomination and Election of Board of Directors.

#2019-227 - Approving Request from Spirit in the Sky, LLC dba 40 North Tap & Grille, 520 West 3rd Street for a Class "CKG" Liquor License and Liquor Manager Designation for Joseph Vavricek, 2729 Brentwood Boulevard.

#2019-228 - Approving Purchase of (1) 2020 Ford Explorer Police Interceptor Vehicle for the Police Department on State Contract from Anderson Auto Group, Lincoln, Nebraska in an Amount of \$34,279.00.

#2019-229 - Approving Request from Building Department for Legal Services to Obtain Court Order for Abatement of Identified Public Nuisance at 156 Beck Road with Mayer, Burns & Koenig of Grand Island, Nebraska.

#2019-230 - Approving Annual Agreement for Financial Software Licensing and Support with Tyler Technologies, Inc. in an Amount of \$194,379.15.

#2019-231 - Approving Bid Award – SIRIS4 Enterprise Backup and Disaster Recovery Solution with One Safe Place of Irving, Texas in an Amount of \$129,740.00.

#2019-232 - Approving to Reimburse Certain Expenses in Connection with Acquiring and Constructing Street Improvements in the City from the Proceeds of Bonds issued by the City.

#2019-233 - Approving Development of the 2019-2023 Consolidated Plan and Annual Action Plan for Community Development Block Grant (CDBG) Activities.

#2019-234 - Approving Emergency Medical Service Agreement with the Nebraska State Fair and the Grand Island Fire Department in an Amount Received from the State Fair of \$38,800.00.

#2019-235 - Approving Authorization for Emergency Sanitary Sewer Repair at 947 South Oak Street with Starostka Group Unlimited, Inc. of Grand Island, Nebraska in an Amount of \$68,273.00.

#2018-236 - Approving Amendment No. 1 to Consulting Services for Post Construction Storm Water Best Management Practices Master Plan with Felsburg, Holt & Ullevig of Lincoln, Nebraska for an Increase of \$27,713.11 and a Revised Agreement Amount of \$112,553.11.

#2019-237 - Approving Acquisition of Utility Easement - 2185 N. Diers Avenue - Saunders Development Group, LLC.

#2019-238 - Approving Purchase of (1) 2019 Ford F150 Crew Cab Replacement Emergency Management Vehicle on State Contract from Anderson Auto Group of Lincoln, Nebraska in an Amount of \$32,054.00.

#2019-239 - Approving Certificate of Final Completion for Edith Abbott Memorial Library Renovation with Cheever Construction Company of Lincoln, Nebraska.

#2019-240 - Approving Change Order #1 for the Burdick Station Gas Turbine Control System with ABB, Inc. of Cleveland, Ohio for an Increase of \$38,089.74 and a Revised Contract Amount of \$837,461.16.

#2019-241 - Approving Agreement for Health Insurance Administration with UMR of Wausau, Wisconsin.

#2019-242 - Approving Dell Computer Equipment Purchase for Network Storage Replacement from State Contract with Dell in an Amount of \$43,668.86.

RESOLUTIONS:

#2019-243 - Consideration of Approving Economic Development Incentive Agreement with Amur Equipment Finance, Inc. EDC President Dave Taylor gave a PowerPoint presentation and presented the application for Amur Equipment Finance, Inc. requesting LB-840 funds in the amount of \$160,000.00 for the creation of 15 additional full-time employees. He mentioned the Citizens Advisory Review Committee had met on July 31, 2019 and approved the application.

Motion by Nickerson, second by Minton to approve Resolution #2019-243. Upon roll call vote, all voted aye. Motion adopted.

#2019-244 - Consideration of Accepting Resignation of Councilmember Michelle Fitzke - Ward 5. City Attorney Jerry Janulewicz reported that the Mayor had received a resignation letter from Councilmember Michelle Fitzke – Ward 5 effective August 28, 2019. Nebraska Revised Statute Section 32-562 provided that the resignation of the incumbent of an elective office of a city shall be in writing to the city council and shall not take effect until accepted by the city council. Councilmembers thanked Michelle for her service and stated she would be missed.

Motion by Hehnke, second by Minton to approve Resolution #2019-244. Upon roll call vote, all voted aye. Motion adopted.

#2019-245 – Consideration of Confirming Appointments of Councilmembers to the Council Committee on Budget Policy. Mayor Roger Steele reported that in order to assure compliance with the Fiscal Policies Manual he was creating a Council Committee to maintain sustainable future budgets. He was appointing Councilmembers Jason Conley, Chuck Haase, Jeremy Jones, Vaughn Minton, and Clay Schutz.

Finance Director Patrick Brown answered questions regarding the parameters of the committee. Comments were made in support of the committee appointments.

Motion by Paulick, second by Nickerson to approve Resolution #2019-245. Upon roll call vote, Councilmembers Nickerson, Hehnke, Minton, Conley, and Fitzke voted aye. Councilmembers Stelk and Paulick voted no. Mayor Steele made the sixth and deciding vote to approve. Motion adopted.

#2019-216 - Consideration of Approving Proposal for the Burdick Station Maintenance Building. Utilities Director Tim Luchsinger reported that Requests for Proposals for the Burdick Station Maintenance Building were received with only one proposal submitted. Staff recommended the proposal from Chief Construction of Grand Island, Nebraska in the amount not to exceed \$1,740,637.00 be approved.

Motion by Minton, second by Paulick to approve Resolution #2019-216. 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 July 24, 2019 through August 13, 2019 for a total amount of \$5,287,872.69. Upon roll call vote, all voted aye. Motion adopted.

ADJOURNMENT: The meeting was adjourned at 7:48 p.m.

RaNae Edwards
City Clerk



City of Grand Island

Tuesday, August 27, 2019

Council Session

Item G-2

#2019-246 - Approving Request from Thayris Manzano Gonzalez dba Havana Night, 1403 South Eddy Street for a Class “I” Liquor License

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

Staff Contact: RaNae Edwards

RESOLUTION 2019-246

WHEREAS, an application was filed by Thayris Manzano Gonzalez doing business as Havana Night, 1403 South Eddy Street for a Class "I" Liquor License; and

WHEREAS, a public hearing notice was published in the *Grand Island Independent* as required by state law on August 17, 2019; such publication cost being \$17.51; and

WHEREAS, a public hearing was held on August 27, 2019 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 Thayris Manzano Gonzalez complete a state approved alcohol server/seller training program.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 27, 2019.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
August 23, 2019	☐ City Attorney



City of Grand Island

Tuesday, August 27, 2019

Council Session

Item G-3

#2019-247 - Approving Final Plat and Subdivision Agreement for Darlings Landing Subdivision

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission

Meeting: August 27, 2019

Subject: Darlings Landing Subdivision – Final Plat

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

Background

This property is located south of U.S Highway 34/Husker Highway and west of Shady Bend Road in Hall County, Nebraska. (1 lot, 0.839 acres). This property is zoned TA Transitional Agriculture. A tract of land consisting of all of Lot 2 of Niedfelt First Subdivision and a part of the Northeast Quarter of the Northeast Quarter (NE ¼ , NE ¼) of the 35-11-9 all in Hall County, Nebraska.

Discussion

The final plat for Darlings Landing Subdivision was considered by the Regional Planning Commission at the August 7, 2019 meeting.

A motion was made by Hendricksen and seconded Ruge by 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, Ruge, Maurer, Rubio, Hendricksen, Randone and Kjar) 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

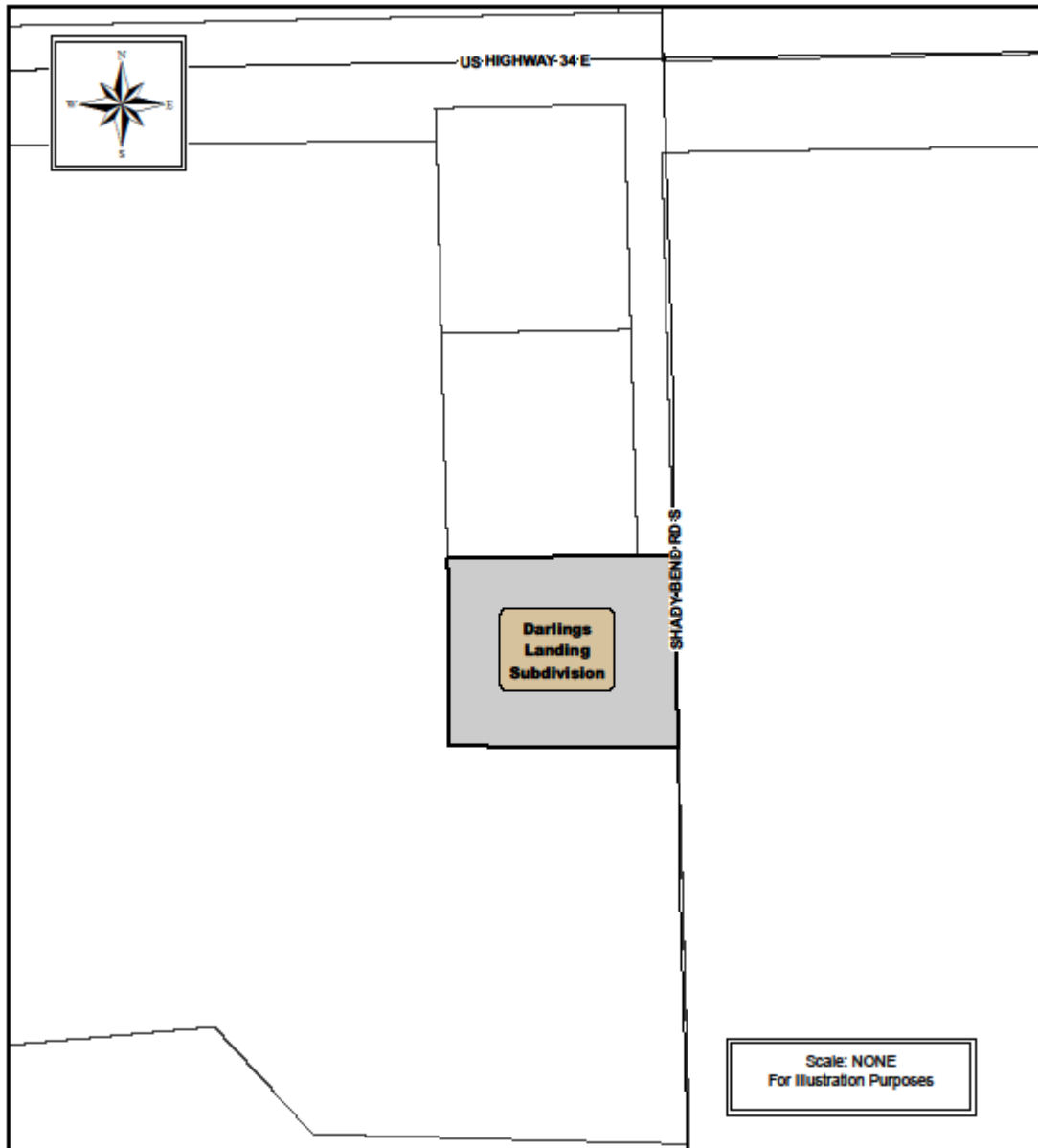
Recommendation

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

Sample Motion

Move to approve as recommended.

PROPOSED SUBDIVISION LOCATION MAP



THE CITY OF GRAND ISLAND, NEBRASKA
COUNTY OF COLLETT, NEBRASKA
OFFICE OF THE CITY CLERK

Developer/Owner

Brian Darling/Renee Ruzicka
3456 S. Shady Bend Road
Grand Island, NE 68801

Norbert Zoucha/Elizabeth Zoucha

To create 1 larger lot south of U.S. Highway 34 and west of Shady Bend Road in the Grand Island, Nebraska jurisdiction.

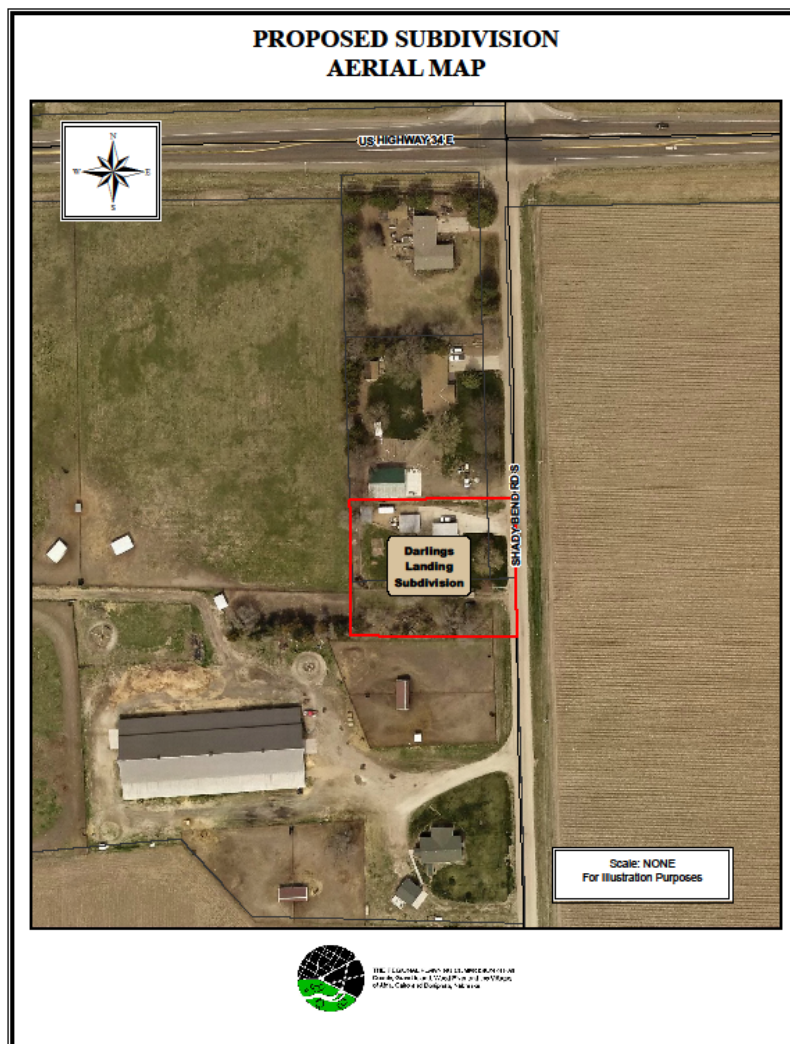
Size: 1 Lot 0.839 acres

Zoning: TA Transitional Agriculture

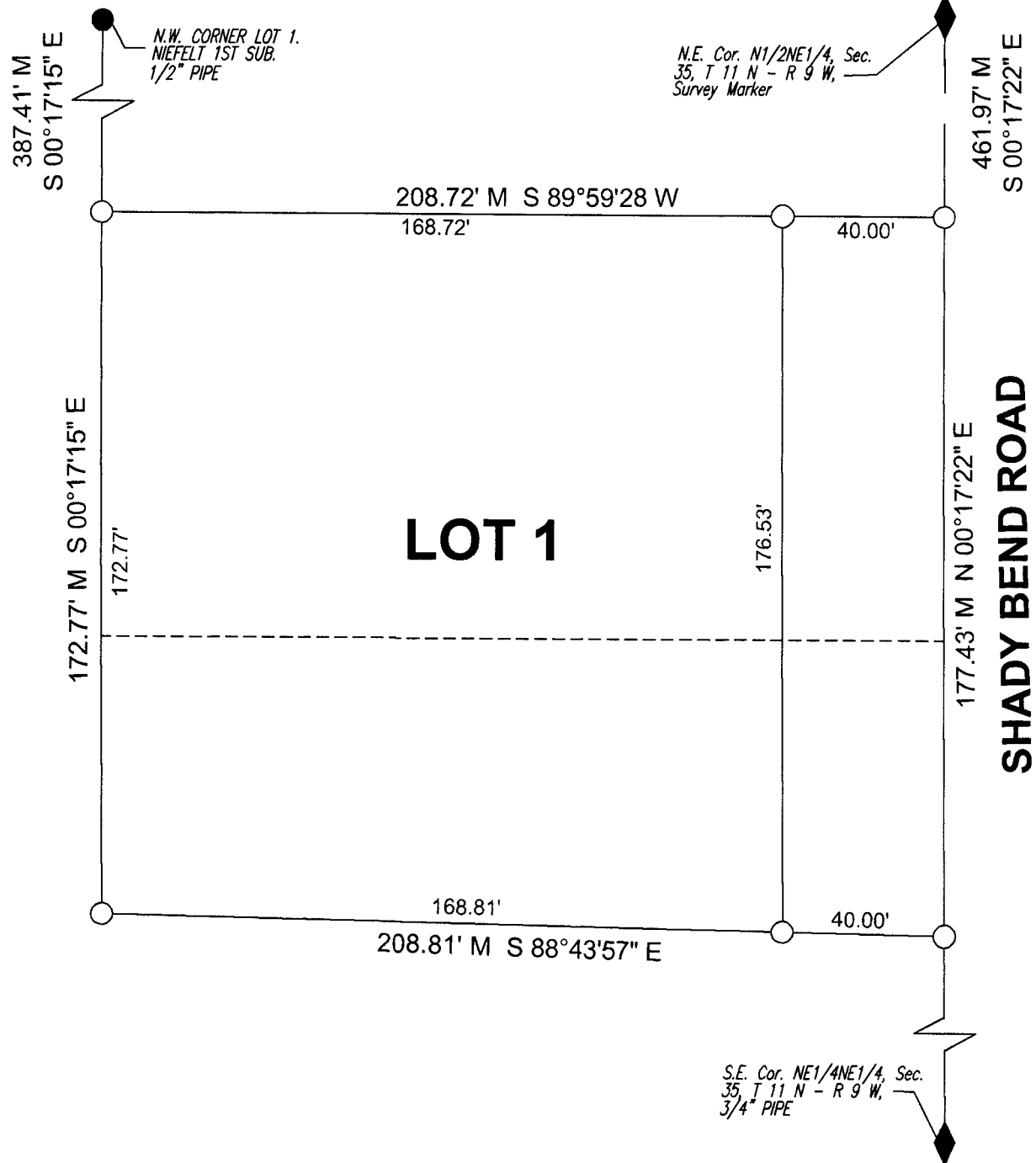
Road Access: Existing County Road (Shady Bend)

Water Public: City water is not available.

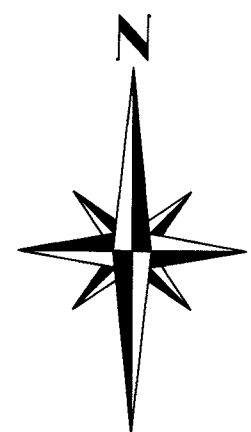
Sewer Public: City sewer is not available.



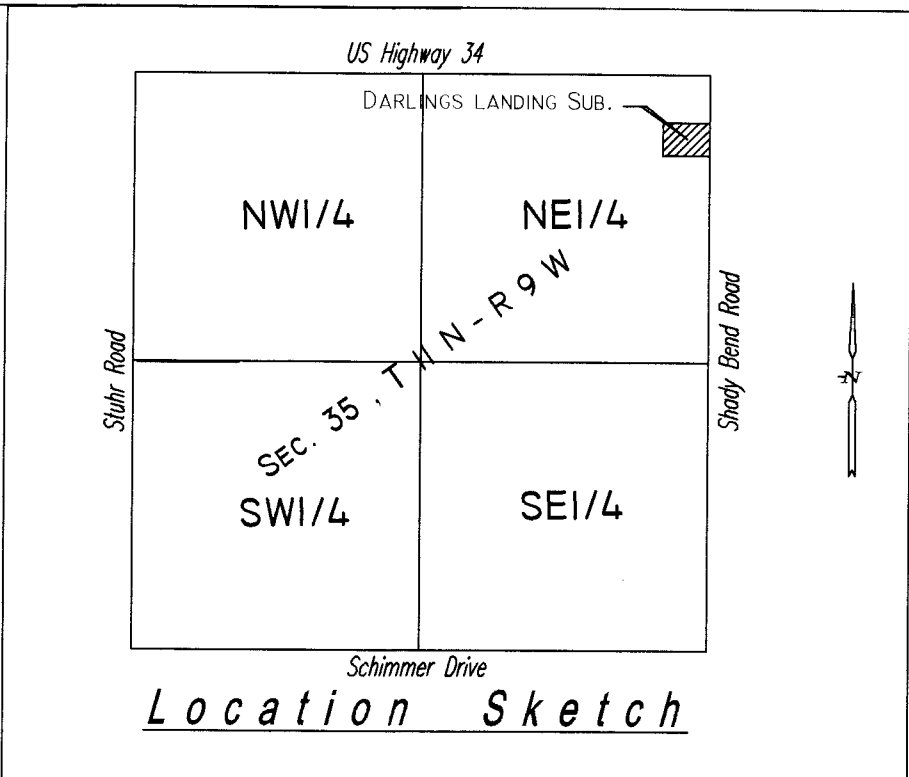
DARLINGS LANDING SUBDIVISION



LOT THREE (3) NIEDELT 1ST SUBDIVISION AND
PT. OF THE NE1/4NE1/4 SEC 35 T 11 N - R 9 W



Scale 1" = 40'



LEGAL DESCRIPTION

A Tract of land comprising of Lot 3 Niedfelt 1st Subdivision and a part of the Northeast Quarter of the Northeast Quarter (NE1/4NE1/4) of Section Thirty-Five (35), Township Eleven (11) North, Range Nine (9) West of the 6th P.M., Hall County, Nebraska more particularly described as Follow:

Commencing at the northeast corner of said Northeast Quarter of the Northeast Quarter (NE1/4NE1/4); thence on an Assumed bearing S 00°17'22" E, a distance of Four Hundred Sixty One and Ninety Seven Hundredths (461.97') feet, to the Actual point of beginning; thence S 89°59'28" W to the Southwest Corner Lot Two (2) Niedfelt First Subdivision, a distance of Two Hundred Eight and Seventy Two (208.72') feet, thence S 00°17'15" E , a distance of One Hundred Seventy Two and Seventy Seven Hundredths (172.77') feet, thence S 88°43'57" E, a distance of Two Hundred Eight and Eighty One hundredths (208.81') feet, thence N 00°17'22" W, a distance of One Hundred Seventy Seven and Forty Two Hundredths (177.42') feet, to the point of beginning, Said tract contains an area of 36546.468 Sq. Ft of which 7078.832 Sq. Ft. is reserved for road Right of Way.

SURVEYORS CERTIFICATE

I hereby certify that on June 5, 2019, I completed an accurate survey of 'DARLINGS LANDING SUBDIVISION', in 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.

Brent D Cyboron
Nebraska Professional Registered Land Surveyor No. 727

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 Hall County Board of Supervisors, this
Day of , 2019

Chairman of the Board Planning Director

Approved and accepted by the City of Grand Island, Hall County, Nebraska this
Day of , 2019

Mayor City Clerk

Legend
● - Corner Found 1/2" Pipe Unless Otherwise Noted
○ - 1/2 Rebar Placed W/Survey Cap Unless Otherwise Noted
● - Temporary Point
All Distances on Curves are
Chord Distance
R - Recorded Distance
M- Measured Distance

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, that Brian J Darling and Renee E. Ruzicka Husband and Wife, Norbert J. Zoucha, Trustee of the Norbert J. Zoucha Revocable Trust, and Elizabeth L Zoucha, Trustee of the Elizabeth L. Zoucha Revocable Living Trust, being the owners of the land described hereon, has caused same to be surveyed, subdivided, platted and designated as DARLINGS LANDING SUBDIVISION' in the City of Grand Island, Hall County, Nebraska, as shown on the accompanying plat thereof, and do hereby dedicate the easements, if any, 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 this plat is made with the free consent and in accordance with the desires of the undersigned owner and proprietor.

IN WITNESS WHEREOF, I have affixed my signature hereto, at Grand Island, Nebraska.

Brian J. Darling	Renee E. Ruzicka	Norbert J. Zoucha	Elizabeth L. Zoucha
		Trustee of the Norbert J. Zoucha	Trustee of the Elizabeth L. Zoucha
		Revocable Trust	Revocable Living Trust
Date	Date	Date	Date

ACKNOWLEDEGERMENT

State of Nebraska
County of Hall

On the ____day of _____, 2019, before me _____ a Notary Public within and for said County, personally appeared Brian J. Darling and Renee E Ruzicka, Husband and Wife, and to me personally known to be the identical person whose signature is affixed hereto, and that they did acknowledge the execution thereof to be their voluntary act and deed and the voluntary act and deed of said Company, and that he was empowered to make the above dedication for and in behalf of said Company.

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

My commission expires _____ .20__

Notary Public
ACKNOWLEDEGERMENT

State of Nebraska
County of Hall

On the ____day of _____, 2019, before me _____ a Notary Public within and for said County, personally appeared Norbert J. Zoucha, Trustee of the Norbert J. Revocable Trust, 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 and the voluntary act and deed of said Company, and that he was empowered to make the above dedication for and in behalf of said Company.

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

My commission expires _____ .20__

Notary Public
ACKNOWLEDEGERMENT

State of Nebraska
County of Hall

On the ____day of _____, 2019, before me _____ a Notary Public within and for said County, personally appeared Elizabeth L. Zoucha, Trustee of the Elizabeth L. Zoucha Revocable Living Trust, and to me personally known to be the identical person whose signature is affixed hereto, and that she did acknowledge the execution thereof to be her voluntary act and deed and the voluntary act and deed of said Company, and that he was empowered to make the above dedication for and in behalf of said Company.

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

My commission expires _____ .20__

Notary Public

INITIAL POINT SURVEYING LLC
410 S. Webb Rd.; Suite 4B
Grand Island, NE 68803
308-383-6754 Cell
308-675-4141 Office

LOCATION:
LOT THREE (3) NIEDELT FIRST SUBDIVISION AND A TRACT
IN THE Northeast Quarter of the Northeast Quarter
Section 35 - Township 11 N - Range 9 W

TITLE:
DARLINGS LANDING SUBDIVISION
FINAL PLAT

SCALE AT AS 1" = 40'	DATE: 6/27/19	DRAWN: Brent C.	PAGE: 1 OF 1
REVISION: 19-051		REVISION: 19-051	

* This Space Reserved for Register of Deeds *

SUBDIVISION AGREEMENT

DARLINGS LANDING SUBDIVISION

(Lot 1)

In the Jurisdiction of the City of Grand Island, Hall County Nebraska

The undersigned, BRIAN J. DARLING, RENNE E. RUZICKA, NOBERT J. ZOCHA AS TRUSTEE OF THE NOBERT J. ZOCCA REVOCABLE TRUST and ELIZABETH L. ZOUCHA AS TRUSTEE OF THE ELIZABETH L. ZOUCHA REVOCABLE LIVING TRUST, hereinafter called the Subdivider, as owner of a tract of land in the City of Grand Island, Hall County, Nebraska, more particularly described as follows:

A Tract of land comprising of Lot 3 Niedfelt 1st Subdivision and a part of the Northeast Quarter of the Northeast Quarter (NE1/4NE1/4) of Section Thirty-Five (35), Township Eleven (11) North, Range Nine (9) West of the 6th P.M., Hall County, Nebraska more particularly described as Follow:

Commencing at the northeast corner of said Northeast Quarter of the Northeast Quarter (NE1/4NE1/4); thence on an Assumed bearing S 00°17'22" E, a distance of Four Hundred Sixty One and Ninety Seven Hundredths (461.97') feet, to the Actual point of beginning; thence S 89°59'28" W to the Southwest Corner Lot Two (2) Niedfelt First Subdivision, a distance of Two Hundred Eight and Seventy Two (208.72') feet, thence S 00°17'15" E , a distance of One Hundred Seventy Two and Seventy Seven Hundredths

(172.77') feet, thence S 88°43'57" E, a distance of Two Hundred Eight and Eighty One hundredths (208.81') feet, thence N 00°17'22" W, a distance of One Hundred Seventy Seven and Forty Two Hundredths (177.42') feet, to the point of beginning, Said tract contains an area of 36546.468 Sq. Ft of which 7078.832 Sq. Ft. is reserved for road Right of Way;

desires to have subdivided as a subdivision the foregoing tract of land located within the jurisdiction of the City of Grand Island, Nebraska, and hereby submits to the City Council of such City for acceptance as provided by law an accurate map and plat of such proposed subdivision, to be known as DARLINGS LANDING SUBDIVISION, designating explicitly the land to be laid out and particularly describing the lots, easements, and streets belonging to such subdivision, with the lots designated by number, easements by dimensions, and streets by name, and proposes to cause the plat of such subdivision when finally approved by the Regional Planning Commission and the City Council to be acknowledged by such owner, certified as to accuracy of survey by a registered land surveyor, and to contain a dedication of the easements to the use and benefit of public utilities, and of the street to the use of the public forever. In consideration of the acceptance of the plat of said DARLING LANDING SUBDIVISION, the Subdivider hereby consents and agrees with the City of Grand Island, Nebraska, that it will install or provide at its expense the following improvements:

1. **Paving.** The Subdivider agrees to waive the right to object to the creation of any paving or repaving district for Shady Bend Road where it abuts the subdivision.

2. **Water.** Public water supply is not available to the subdivision. Therefore, individual water well systems shall be permissible on an initial basis. The Subdivider waives the right to protest the creation of any future water district within or abutting the subdivision. Any easements shall be kept free of obstructions and the Subdivider shall indemnify

the City for any removal or repair costs caused by any obstructions.

3. **Sanitary Sewer.** Public sanitary sewer main is not available to the subdivision; therefore individual systems shall be permissible on an initial basis. However, the Subdivider waives the right to protest the creation of a sanitary sewer district within or abutting the subdivision.

4. **Storm Drainage.** The Subdivider agrees to provide and maintain positive drainage from all lots, according to the drainage plan, so that storm drainage is conveyed to a public right-of-way or to other drainage systems so approved by the Director of Public Works. If the Subdivider fails to grade and maintain such drainage the City may create a drainage district to perform such work. The Subdivider agrees to waive the right to object to the creation of any drainage district benefitting the subdivision.

5. **Sidewalks.** Immediate sidewalk construction adjacent to Shady Bend Road shall be waived. However, the sidewalks shall be constructed when the property owner is directed to do so by the City Council. In the event a Street Improvement District is created to pave any public street in the subdivision, the Subdivider agrees to install public sidewalks within one year of the completion of such street improvement district in accordance with the City of Grand Island Sidewalk Policy.

6. **Easements.** Any easements shall be kept free of obstructions and the Subdivider shall indemnify the City for any removal or repair costs caused by any obstructions. In addition, the duty to maintain the surface of any easements to keep them clear of any worthless vegetation or nuisance shall run with the land.

7. **Engineering Data.** All final engineering plans and specifications for public improvements shall bear the signature and seal of a professional engineer registered in the State of Nebraska and shall be furnished by the Subdivider to the Department of Public Works for approval prior to contracting for construction of any improvements. Inspections of improvements under construction shall be performed under the supervision of a professional engineer registered in the State of Nebraska, and upon completion shall be subject to inspection and approval by the Department of Public Works prior to acceptance by the City of Grand Island. An "as built" set of plans and specifications including required test results bearing the seal and signature of a professional engineer registered in the State of Nebraska shall be filed with the Director of Public Works by the Subdivider prior to acceptance of these improvements by the City.

8. **Warranty.** The undersigned owner, as Subdivider, warrants that it is the owner in fee simple of the land described and proposed to be known as DARLING LANDING SUBDIVISION, and that an abstract of title or title insurance commitment will be submitted for examination, if necessary, upon request of the City of Grand Island.

9. **Successors and Assigns.** This agreement shall run with the land and shall be binding upon and inure to the benefit of the parties hereto, their successors, assigns, heirs, devisees, and legatees. Where the term "Subdivider" is used in this agreement, the subsequent owners of any lots in the subdivision shall be responsible to perform any of the conditions of this agreement if the Subdivider has not performed such conditions.

Dated _____, 2019.

BRIAN J. DARLING, Subdivider

By: _____
Brian J. Darling

By: _____
Renee E. Ruzicka

STATE OF NEBRASKA)
) ss
COUNTY OF HALL)

On _____, 2019, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Brian J. Darling, known personally to me to be the identical person and such officer who signed the foregoing Subdivision Agreement and acknowledged the execution thereof to be his voluntary act and deed for the purpose therein expressed on behalf of Brian J. Darling.

WITNESS my hand and notarial seal the date above written.

Notary Public

My commission expires: _____

STATE OF NEBRASKA)
) ss
COUNTY OF HALL)

On _____, 2019, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Renee E. Ruzicka, known personally to me to be the identical person and such officer who signed the foregoing Subdivision Agreement and acknowledged the execution thereof to be his voluntary act and deed for the purpose therein expressed on behalf of Renee E. Ruzicka.

WITNESS my hand and notarial seal the date above written.

Notary Public

My commission expires: _____

NOBERT J. ZOUCHA AS TRUSTEE OF
THE NOBERT J. ZOUCHA REVOCABLE
TRUST, Subdivider

By: _____
Norbert J. Zoucha

STATE OF NEBRASKA)
) ss
COUNTY OF HALL)

On _____, 2019, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Nobert J. Zoucha, as Trustee of the Nobert J. Zoucha Revocable Trust known personally to me to be the identical person and such officer who signed the foregoing Subdivision Agreement and acknowledged the execution thereof to be his voluntary act and deed for the purpose therein expressed on behalf of Norbert J. Zoucha, as Trustee of the Nobert J. Zoucha Revocable Trust.

ELIZABETH L. ZOUCHA AS TRUSTEE
OF THE ELIZABETH J. ZOUCHA
REVOCABLE LIVING TRUST, Subdivider

By: _____
Elizabeth J. Zoucha

STATE OF NEBRASKA)
) ss
COUNTY OF HALL)

On _____, 2019, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Elizabeth J. Zoucha, as Trustee of the Elizabeth J. Zoucha Revocable Living Trust known personally to me to be the identical person and such officer who signed the foregoing Subdivision Agreement and acknowledged the execution thereof to be his voluntary act and deed for the purpose therein expressed on behalf of Elizabeth J. Zoucha, as Trustee of the Elizabeth J. Zoucha Revocable Living Trust.

WITNESS my hand and notarial seal the date above written.

Notary Public

My commission expires: _____

RESOLUTION 2019-247

WHEREAS know all men by these presents, that Brian J Darling and Renee E. Ruzicka Husband and Wife, Norbert J. Zoucha, Trustee of the Norbert J. Zoucha Revocable Trust, and Elizabeth L Zoucha, Trustee of the Elizabeth L. Zoucha Revocable Living Trust being the owners of the land described hereon, has caused same to be surveyed, subdivided, platted and designated as "DARLINGS LANDING SUBDIVISION", A tract of land comprising a part of the Northeast Quarter of the Northeast Quarter (NE1/4,NE1/4) of Section Thirty-five (35), Township Eleven (11) North, Range Nine (9) West of the 6th P.M., Hall County, Nebraska; 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 DARLINGS LANDING 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, August 27, 2019.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
August 11, 2019	☐ City Attorney



City of Grand Island

Tuesday, August 27, 2019

Council Session

Item G-4

**#2019-248 - Approving Final Plat and Subdivision Agreement for
The Orchard 2nd Subdivision**

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission

Meeting: August 27, 2019

Subject: The Orchard 2nd Subdivision – Final Plat

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

Background

This property is located north of south of Capital Avenue and west of the Central Nebraska Railroad line in Grand Island, Nebraska. (8 lots, 0.568 acres). This property is zoned R-3SL Medium Density Small Lot Residential. In part of the Northwest Quarter (NW1/4) of Section Ten (10), Township Eleven (11) North, Range Nine (9) west of the 6th P.M., in Grand Island, Hall County, Nebraska.

Discussion

The final plat for The Orchard 2nd Subdivision was considered by the Regional Planning Commission at the August 7, 2019 meeting.

A motion was made by Maurer and seconded Randone by 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, Ruge, Maurer, Rubio, Hendricksen, Randone, and Kjar) and no members present voting no.

Alternatives

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

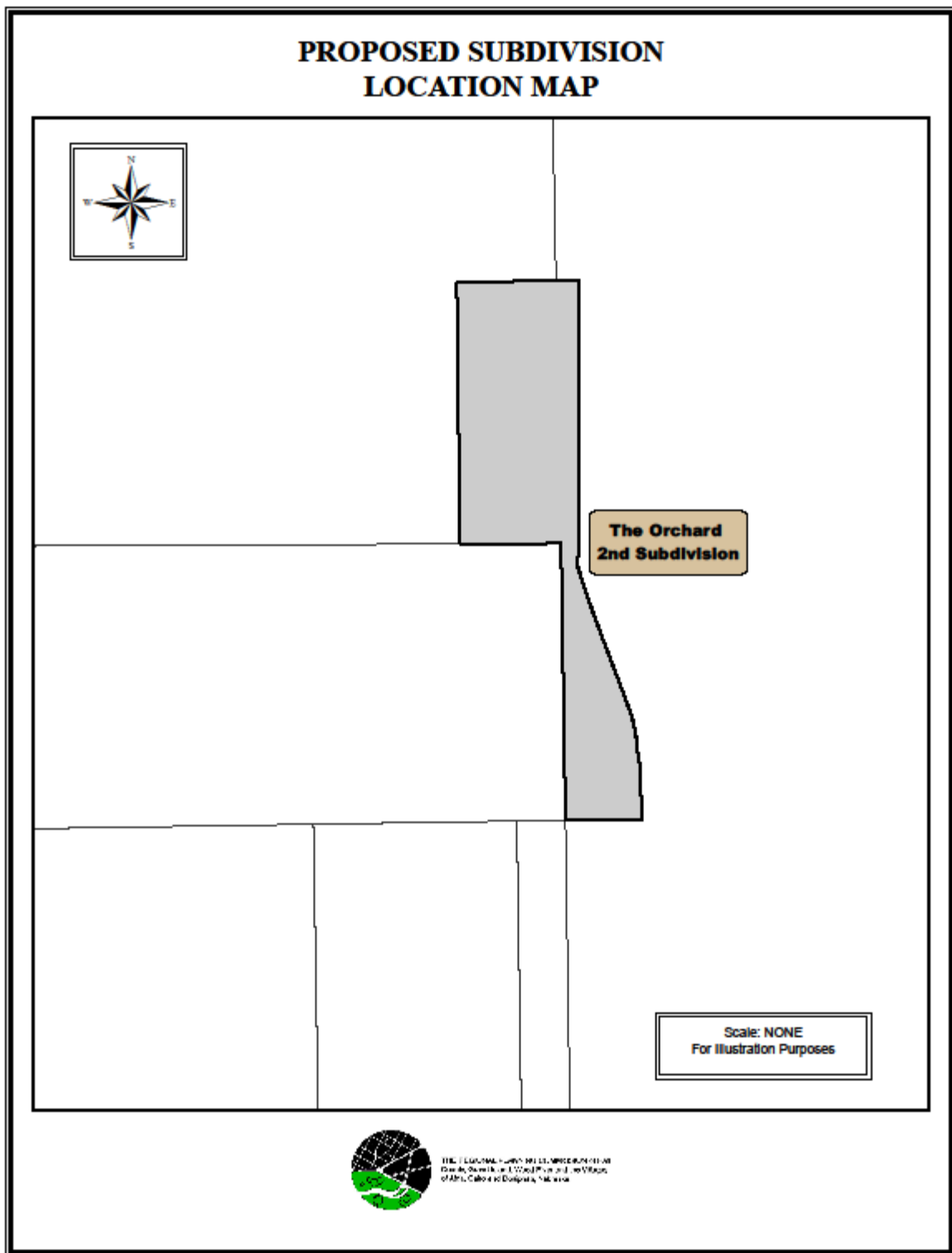
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

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

Sample Motion

Move to approve as recommended.



Developer/Owner
The Orchard, LLC

5631 S 48th
Lincoln, NE 68516

To create 25 lot east Engleman Road along Little Bluestem Drive in Grand Island, Nebraska.

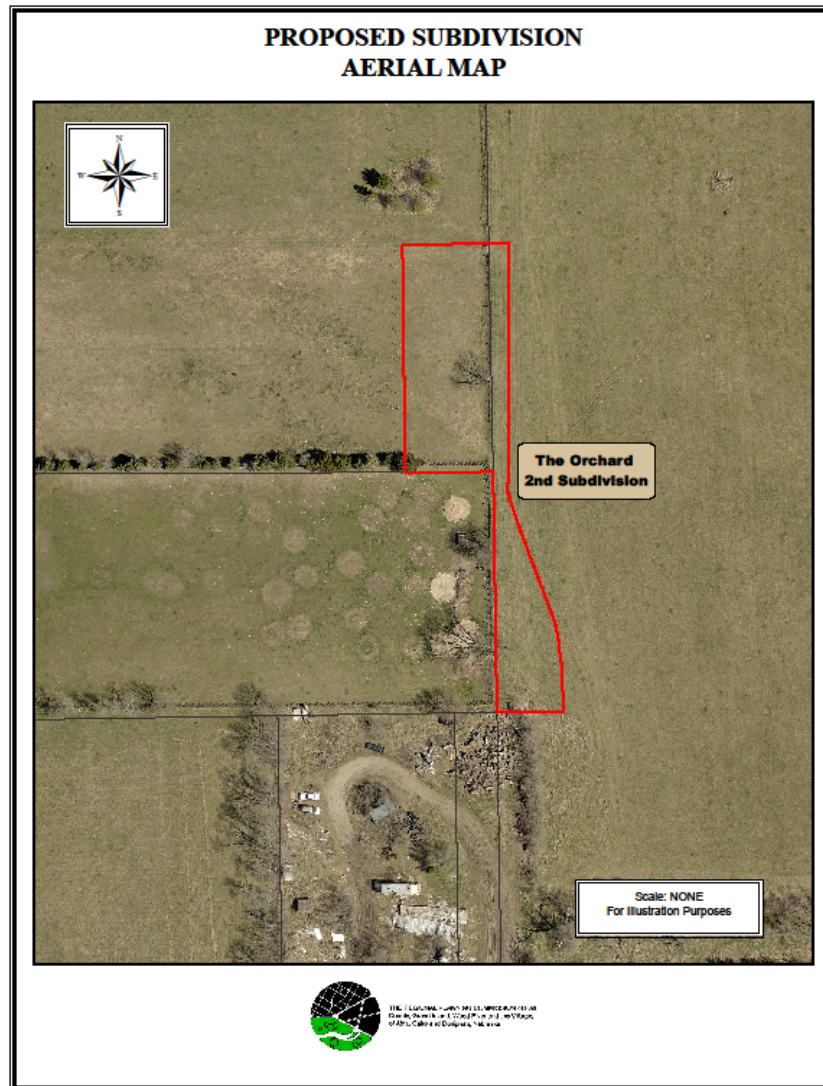
Size: 7 Lots – 0.568 acres

Zoning: R-3SL Medium Density Small Lot Residential

Road Access: 37 foot wide Public Streets will be constructed along the outlot and 32 foot along the housing lots.

Water Public: City water is available.

Sewer Public: City sewer is available.



* This Space Reserved for Register of Deeds *

SUBDIVISION AGREEMENT

THE ORCHARD 2ND SUBDIVISION

(Outlot A, Lots 1-7)

In the City of Grand Island, Hall County Nebraska

WHEREAS THE ORCHARD, LLC; a Nebraska Limited Liability Company, hereinafter called the Subdivider, whether one or more, as owner of a tract of land in the City of Grand Island, Hall County, Nebraska, more particularly described as follows:

LOTS 7, 8, 9, 10 AND 11, BLOCK 2, AND ALL OF OUTLOT "B", THE ORCHARD SUBDIVISION. LOCATED IN THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 11 NORTH, RANGE 9 WEST OF THE 6TH PRINCIPAL MERIDIAN, HALL COUNTY, NEBRASKA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 6, BLOCK 2, THE ORCHARD SUBDIVISION, A #5 REBAR WITH CAP MARKED HUSKER 440, FOUND FOR CORNER; THENCE SOUTHERLY ON AN ASSUMED BEARING OF SOUTH 00°35'08" EAST, ON THE WESTERLY RIGHT OF WAY LINE OF PEACH STREET, ON THE FOLLOWING BEARINGS AND DISTANCES: SOUTH 00°35'08" EAST, 171.24 FEET, TO A POINT OF CURVATURE; THENCE ON A CURVE TO THE LEFT, HAVING A RADIUS OF 330.00 FEET, A CENTRAL ANGLE OF 21°27'00", WITH A CHORD BEARING OF SOUTH 11°19'20" EAST, A CHORD DISTANCE OF 122.82

FEET, TO A POINT OF REVERSE CURVATURE; THENCE ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 270.00 FEET, A CENTRAL ANGLE OF 21°27'51", WITH A CHORD BEARING OF SOUTH 11°18'54" EAST, A CHORD DISTANCE OF 100.56 FEET, TO A POINT OF TANGENCY; THENCE SOUTH 00°34'59" EAST, 1.25 FEET, TO THE SOUTHEAST CORNER OF OUTLOT "B", THE ORCHARD SUBDIVISION; THENCE DEPARTING THE WESTERLY RIGHT OF WAY LINE OF PEACH STREET, WESTERLY SOUTH 89°25'01" WEST, ON THE SOUTHERLY LINE OF OUTLOT "B", THE ORCHARD SUBDIVISION, 56.56 FEET, TO THE SOUTHWEST CORNER OF OUTLOT "B", THE ORCHARD SUBDIVISION; THENCE NORTHERLY, NORTH 00°35'14" WEST, ON THE WESTERLY LINE OF OUTLOT "B", THE ORCHARD SUBDIVISION, 199.80 FEET, TO THE NORTHEAST CORNER OF LOT 2, NORWOOD SECOND SUBDIVISION; THENCE WESTERLY SOUTH 89°40'32" WEST, ON THE NORTHERLY LINE OF LOT 2, NORWOOD SECOND SUBDIVISION, 75.00 FEET, TO A POINT OF INTERSECTION ON THE WESTERLY LINE OF BLOCK 2, THE ORCHARD SUBDIVISION; THENCE DEPARTING THE NORTHERLY LINE OF LOT 2, NORWOOD SECOND SUBDIVISION, NORTHERLY, NORTH 00°35'50" WEST, ON THE WESTERLY LINE OF SAID BLOCK 2, 191.80 FEET, TO THE SOUTHWEST CORNER OF LOT 6, BLOCK 2, THE ORCHARD SUBDIVISION; THENCE EASTERLY, NORTH 89°24'10" EAST, ON THE SOUTHERLY LINE OF LOT 6, BLOCK 2, THE ORCHARD SUBDIVISION, 90.00 FEET, TO THE POINT OF BEGINNING. CONTAINING A TOTAL CALCULATED AREA OF 24,729 SQUARE FEET, OR 0.568 ACRES, MORE OR LESS;

desires to have subdivided as a subdivision the foregoing tract of land located within the corporate limits of the City of Grand Island, Nebraska, and hereby submits to the City Council of such City for acceptance as provided by law an accurate map and plat of such proposed subdivision, to be known as THE ORCHARD 2ND SUBDIVISION, designating explicitly the land to be laid out and particularly describing the lots, easements, and streets belonging to such subdivision, with the lots designated by number, easements by dimensions, and streets by name, and proposes to cause the plat of such subdivision when finally approved by the Regional Planning Commission and the City Council to be acknowledged by such owner, certified as to accuracy of survey by a registered land surveyor, and to contain a dedication of the easements to

the use and benefit of public utilities, and of the street to the use of the public forever. In consideration of the acceptance of the plat of said ORCHARD 2ND SUBDIVISION, the Subdivider hereby consents and agrees with the City of Grand Island, Nebraska, that it will install or provide at its expense the following improvements:

1. **Paving.** The Subdivider agrees to waive the right to object to the creation of any paving or repaving district for Peach Street where it abuts the subdivision.

2. **Water.** Public water is available to the subdivision and the Subdivider agrees to extend, connect and provide water service to all lots in the subdivision in accordance with plans and specifications approved by the Director of Public Works, and subject to the City's inspection.

3. **Sanitary Sewer.** Public sanitary sewer is available to the subdivision and the Subdivider agrees to extend, connect and provide sanitary sewer service to all lots in the subdivision in accordance with plans and specifications approved by the Director of Public Works, and subject to the City's inspection.

4. **Storm Drainage.** The Subdivider agrees to grade all lots in the subdivision in conjunction with the development proposed thereon so that storm drainage is conveyed to a public right-of-way or to other drainage systems so approved by the Director of Public Works. If the Subdivider fails to grade and maintain such drainage the City may create a drainage district to perform such work. The Subdivider agrees to waive the right to object to the creation of any drainage district benefitting the subdivision.

5. **Sidewalks.** The Subdivider shall install and maintain all public sidewalks required by the City of Grand Island when the lots are built upon, and such sidewalk shall be regulated and required with the building permit for each such lot.

The Subdivider must select curb or conventional sidewalk for each street unless the requirement has been waived by Council.

Street Name	Curb sidewalk	Conventional Sidewalk	Sidewalk Requirement Waived by Council
Peach Street			NO
			NO

6. **Driveways.** Driveways along the 32 foot sections of Peach Street shall be limited to the locations shown on the attached driveway exhibit as attached.

7. **Easements.** Any easements shall be kept free of obstructions and the Subdivider shall indemnify the City for any removal or repair costs caused by any obstructions. In addition, the duty to maintain the surface of any easements to keep them clear of any worthless vegetation or nuisance shall run with the land.

8. **Engineering Data.** All final engineering plans and specifications for public improvements shall bear the signature and seal of a professional engineer registered in the State of Nebraska and shall be furnished by the Subdivider to the Department of Public Works for approval prior to contracting for construction of any improvements. Inspections of improvements under construction shall be performed under the supervision of a professional engineer registered in the State of Nebraska, and upon completion shall be subject to inspection and approval by the Department of Public Works prior to acceptance by the City of Grand Island. An "as built" set of plans and specifications including required test results bearing the seal and signature of a professional engineer registered in the State of Nebraska shall be filed with the Director of Public Works by the Subdivider prior to acceptance of these improvements by the City.

9. **Warranty.** The undersigned owner, as Subdivider, warrants that it is the owner in fee simple of the land described and proposed to be known as ORCHARD 2ND SUBDIVISION, and that an abstract of title or title insurance commitment will be submitted for examination, if necessary, upon request of the City of Grand Island.

10. **Successors and Assigns.** This agreement shall run with the land and shall be binding upon and inure to the benefit of the parties hereto, their successors, assigns, heirs, devisees, and legatees. Where the term "Subdivider" is used in this agreement, the subsequent owners of any lots in the subdivision shall be responsible to perform any of the conditions of this agreement if the Subdivider has not performed such conditions.

Dated _____, 2018.

THE ORCHARD, LLC, A NEBRASKA
LIMITED LIABILITY COMPANY,
Subdivider

By: _____
Ward F. Hoppe, Member

STATE OF NEBRASKA)
) ss
COUNTY OF HALL)

On _____, 2019, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Ward F. Hoppe, Member of The Orchard, LLC, a Nebraska Limited Liability Company, known personally to me to be the identical person and such officer who signed the foregoing Subdivision Agreement and acknowledged the execution thereof to be his voluntary act and deed for the purpose therein expressed on behalf of The Orchard, LLC.

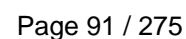
WITNESS my hand and notarial seal the date above written.

Notary Public

My commission expires: _____

By: _____
Roger G. Steele, Mayor

RaNae Edwards, City Clerk



THE ORCHARD 2ND SUBDIVISION

CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA
FINAL PLAT

LEGAL DESCRIPTION

LOTS 7, 8, 9, 10 AND 11, BLOCK 2, AND ALL OF OUTLOT "B", THE ORCHARD SUBDIVISION. LOCATED IN THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 11 NORTH, RANGE 9 WEST OF THE 6TH PRINCIPAL MERIDIAN, HALL COUNTY, NEBRASKA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 6, BLOCK 2, THE ORCHARD SUBDIVISION, A #5 REBAR WITH CAP MARKED HUSKER 440, FOUND FOR CORNER; THENCE SOUTHERLY ON AN ASSUMED BEARING OF SOUTH 00°35'08" EAST, ON THE WESTERLY RIGHT OF WAY LINE OF PEACH STREET, ON THE FOLLOWING BEARINGS AND DISTANCES: SOUTH 00°35'08" EAST, 171.24 FEET, TO A POINT OF CURVATURE; THENCE ON A CURVE TO THE LEFT, HAVING A RADIUS OF 330.00 FEET, A CENTRAL ANGLE OF 21°27'00", WITH A CHORD BEARING OF SOUTH 11°19'20" EAST, A CHORD DISTANCE OF 122.82 FEET, TO A POINT OF REVERSE CURVATURE; THENCE ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 270.00 FEET, A CENTRAL ANGLE OF 21°27'51", WITH A CHORD BEARING OF SOUTH 11°18'54" EAST, A CHORD DISTANCE OF 100.56 FEET, TO A POINT OF TANGENCY; THENCE SOUTH 00°34'59" EAST, 1.25 FEET, TO THE SOUTHEAST CORNER OF OUTLOT "B", THE ORCHARD SUBDIVISION; THENCE DEPARTING THE WESTERLY RIGHT OF WAY LINE OF PEACH STREET, WESTERLY SOUTH 89°25'01" WEST, ON THE SOUTHERLY LINE OF OUTLOT "B", THE ORCHARD SUBDIVISION, 56.56 FEET, TO THE SOUTHWEST CORNER OF OUTLOT "B", THE ORCHARD SUBDIVISION; THENCE NORTHERLY, NORTH 00°35'14" WEST, ON THE WESTERLY LINE OF OUTLOT "B", THE ORCHARD SUBDIVISION, 199.80 FEET, TO THE NORTHEAST CORNER OF LOT 2, NORWOOD SECOND SUBDIVISION; THENCE WESTERLY SOUTH 89°40'32" WEST, ON THE NORTHERLY LINE OF LOT 2, NORWOOD SECOND SUBDIVISION, 75.00 FEET, TO A POINT OF INTERSECTION ON THE WESTERLY LINE OF BLOCK 2, THE ORCHARD SUBDIVISION; THENCE DEPARTING THE NORTHERLY LINE OF LOT 2, NORWOOD SECOND SUBDIVISION, NORTHERLY, NORTH 00°35'50" WEST, ON THE WESTERLY LINE OF SAID BLOCK 2, 191.80 FEET, TO THE SOUTHWEST CORNER OF LOT 6, BLOCK 2, THE ORCHARD SUBDIVISION; THENCE EASTERLY, NORTH 89°24'10" EAST, ON THE SOUTHERLY LINE OF LOT 6, BLOCK 2, THE ORCHARD SUBDIVISION, 90.00 FEET, TO THE POINT OF BEGINNING.

CONTAINING A TOTAL CALCULATED AREA OF 24,729 SQUARE FEET, OR 0.568 ACRES, MORE OR LESS.

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT ON JULY 2, 2019, I COMPLETED AN ACCURATE SURVEY (MADE UNDER MY SUPERVISION) OF "THE ORCHARD 2ND SUBDIVISION", IN 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 CORNERS 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.

JAYME M. MALONE, L.S. 440

DATE



DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT WARD F. HOPPE, MEMBER OF THE ORCHARD, LLC, BEING THE OWNER OF THE LAND DESCRIBED HEREON, HAS CAUSED SOME TO BE SURVEYED, SUBDIVIDED, PLATTED AND DESIGNATED AS "THE ORCHARD 2ND SUBDIVISION", IN 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 THERE TO, 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, WE HAVE AFFIXED OUR SIGNATURES HERETO, AT GRAND ISLAND, NEBRASKA, THE DAY OF _____, 2019.

WARD F. HOPPE, MANAGER OF THE ORCHARD, LLC

ACKNOWLEDE GEMENT

STATE OF NEBRASKA)
) SS
COUNTY OF LANCASTER)

ON THE ____ DAY OF _____, 20____, BEFORE ME, _____ A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY, PERSONALLY APPEARED WARD F. HOPPE, MANAGER OF THE ORCHARD, LLC, TO ME PERSONALLY KNOWN TO BE THE IDENTICAL PERSON WHOSE SIGNATURE IS AFFIXED HERETO, AND THEY DID ACKNOWLEDGE THE EXECUTION THEREOF TO BE HIS VOLUNTARY ACT AND DEED.
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 _____, 20____.

MAYOR

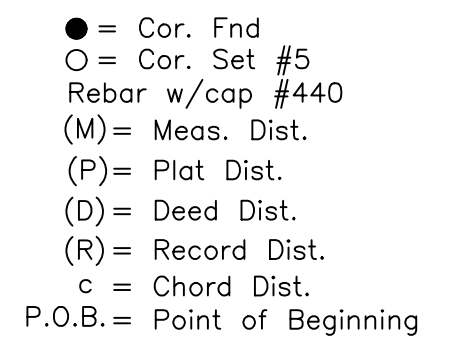
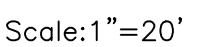
CITY CLERK

(SEAL)



OWNER: WARD F. HOPPE, MANAGER OF THE ORCHARD, LLC
SUBDIVIDER: THE ORCHARD, LLC
SURVEYOR: JAYME M. MALONE, HUSKER SURVEYING, LLC
ENGINEER: DESIGN ASSOCIATES OF LINCOLN, INC.
NUMBER OF LOTS: 7

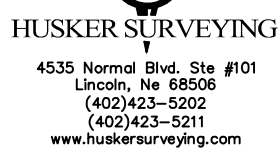
FINAL PLAT



(A) $\Delta = 21^{\circ}27'00''$ (P&M)
 $R = 330.00'$ (P&M)
 $L = 123.54'$ (P&M)
 $C = 122.82'$ (P&M)
 $CB = S \ 11^{\circ}19'20'' \ E$ (P&M)

(B) $\Delta = 21^{\circ}27'51''$ (P&M)
 $R = 270.00'$ (P&M)
 $L = 101.15'$ (P&M)
 $C = 100.56'$ (P&M)
 $CB = S \ 11^{\circ}18'54'' \ E$ (P&M)

2 of 2 |



RESOLUTION 2019-248

WHEREAS know all men by these presents, that Ward F Hoppe, member of the Orchard, LLC, being the sole owner of the land described hereon, have caused the same to be surveyed, subdivided, platted and designated as “THE ORCHARD 2ND SUBDIVISION”, Being lots 7,8, 9, 10 and 11, block 2, and all of outlot “B”, The Orchard Subdivision. Located in the Northwest Quarter (NW1/4) of Section Ten (10), Township Eleven (11) North, Range Nine (9) West of the Sixth Principal Meridian, 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 THE ORCHARD 2ND 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, August 27, 2019.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
August 23, 2019	☐ City Attorney



City of Grand Island

Tuesday, August 27, 2019

Council Session

Item G-5

#2019-249 - Approving Final Plat and Subdivision Agreement for Cedar Estates Subdivision

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission

Meeting: August 27, 2019

Subject: Cedar Estates Subdivision – Final Plat

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

Background

This property is located south of Capital Avenue and east of Evergreen Lane in Merrick County, Nebraska. (2 lots, 6.95 acres). This property is zoned LLR Large Lot Residential. A tract of land comprising all of Lot 2 of Cedar Lane Subdivision and a part of the Northwest Quarter of the Northeast Quarter (NW ¼, NE ¼), all being in Section Seven (7), Township Eleven (11) North, Range Eight (8) West of the 6th P.M. Merrick County, Nebraska.

Discussion

The final plat for Cedar Estates Subdivision was considered by the Grand Island/Merrick County Interjurisdictional Planning Commission at the August 7, 2019 meeting.

A motion was made by Weigert and second Rubio by to approve the final plat as presented.

A roll call vote was taken and the motion passed with 6 members present and voting in favor (Hendricksen, Randone, Rubio, Gamblin, Wiegert, and Riblett) and no members present voting no.

Alternatives

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

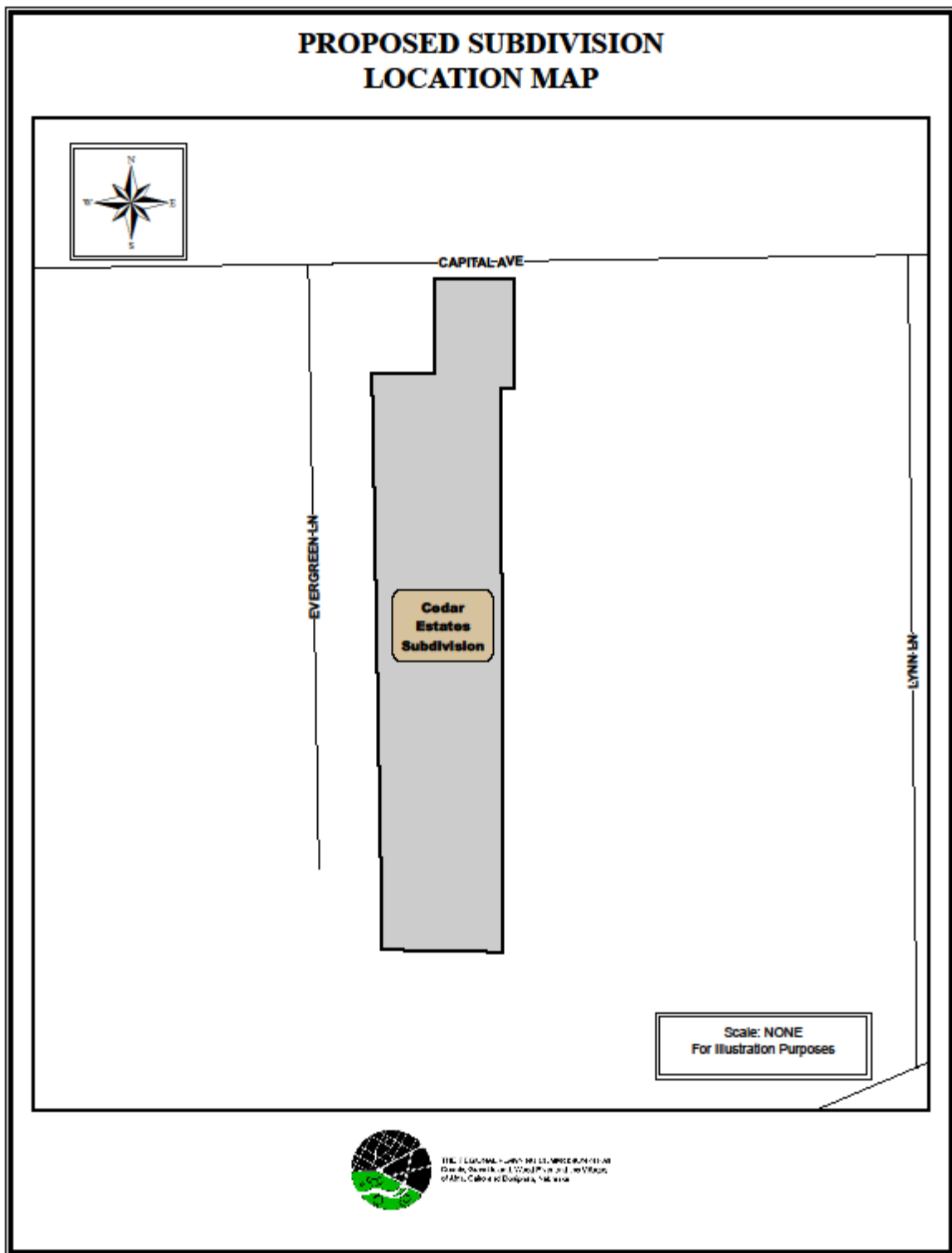
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

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

Sample Motion

Move to approve as recommended.



Developer/Owner
KYONIO COMPANY, A Nebraska Corporation

P.O. Box 760
Grand Island, NE 68802
Ron Dupue – 308-384-1635

Joel Leetch
168 E. Capital Aveune
Grand Island, NE 68801

To create **2 Lots**

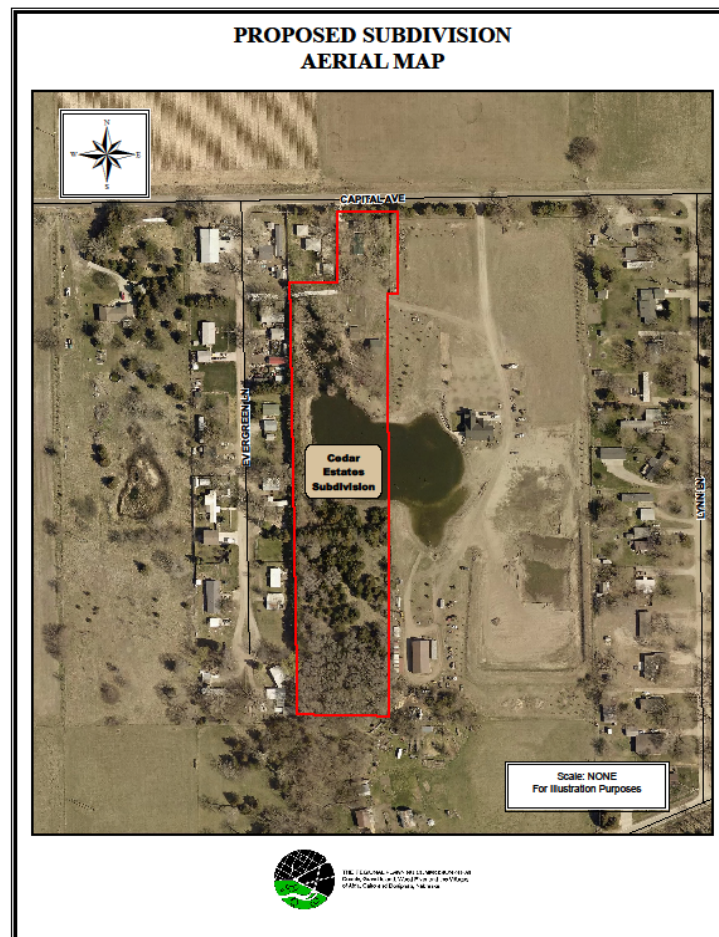
Size: 6.95 acres

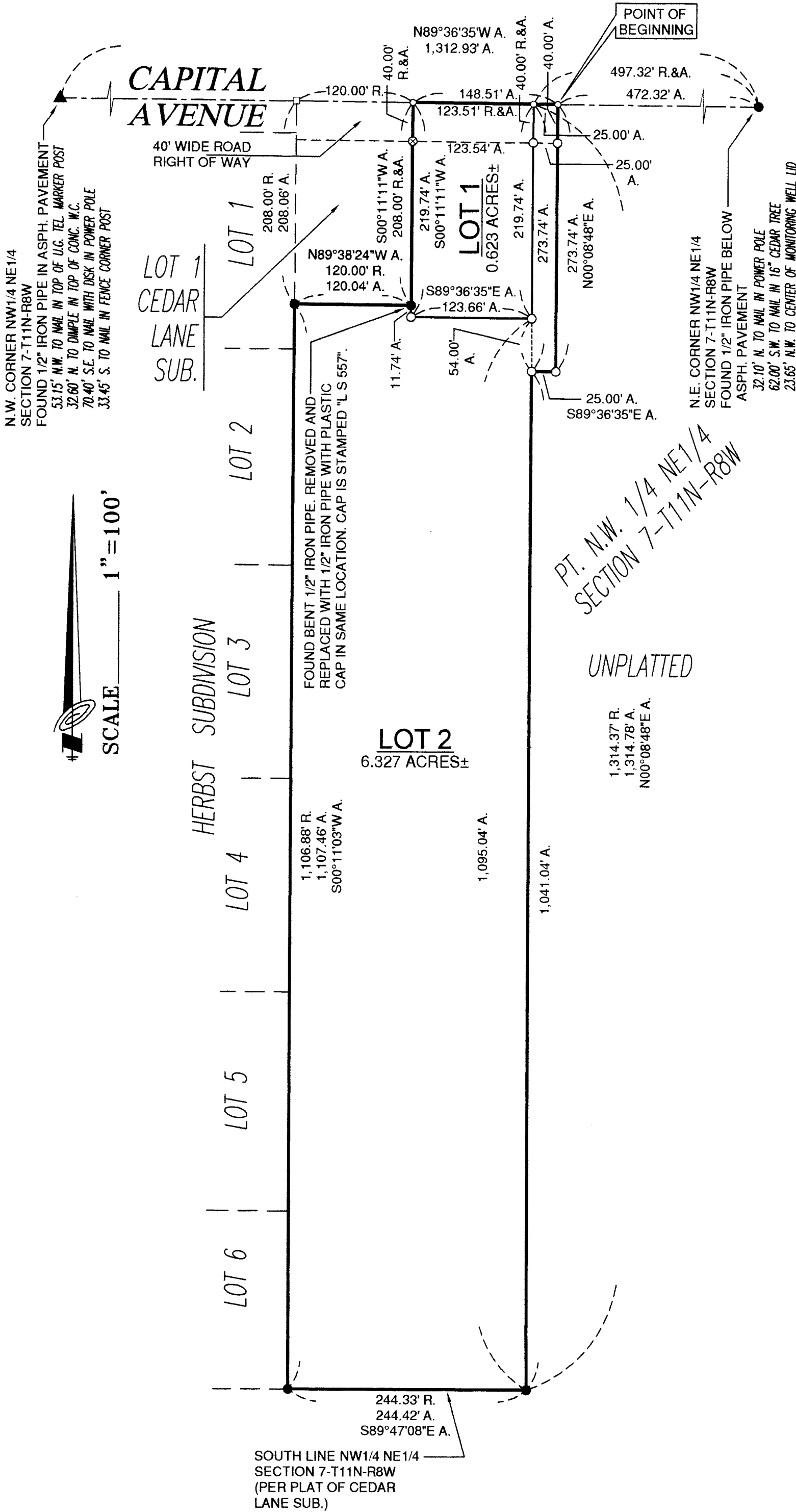
Zoning: LLR Large Lot Residential

Road Access: Existing County Road Capital Avenue.

Water Public: Public Water is available.

Sewer Public: No Sewer is available.





LEGAL DESCRIPTION

A tract of land comprising all of Lot Two (2), CEDAR LANE SUBDIVISION and a part of the Northwest Quarter of the Northeast Quarter (NW1/4 NE1/4), all being in Section Seven (7), Township Eleven (11) North, Range Eight (8) West of the 6th P.M., Merrick County, Nebraska, said tract being more particularly described as follows:

Beginning at a point on the north line of said Northwest Quarter of the Northeast Quarter (NW1/4 NE1/4), said point being Four Hundred Seventy Two and Thirty Two Hundredths (472.32) feet west of the northeast corner of said Northwest Quarter of the Northeast Quarter (NW1/4 NE1/4); thence N89°36'35"W, along and upon the north line of said Northwest Quarter of the Northeast Quarter (NW1/4 NE1/4), a distance of Twenty Five (25.00) feet to the northeast corner of said Lot Two (2); thence continuing along and upon the previously described course, and also being along and upon the north line of said Lot Two (2), a distance of One Hundred Twenty Three and Fifty One Hundredths (123.51) feet to a northwest corner of said Lot Two (2); thence S00°11'11"W, along and upon a west line of said Lot Two (2), a distance of Two Hundred Eight (208.00) feet to a corner of said Lot One (2); thence N89°38'24"W, along and upon a north line of said Lot Two (2), a distance of One Hundred Twenty and Four Hundredths (120.04) feet to a northwest corner of said Lot Two (2); thence S00°11'03"W, along and upon a west line of said Lot Two (2), a distance of One Thousand One Hundred Seven and Forty Six Hundredths (1,107.46) feet to the southwest corner of said Lot Two (2), said point (as described on plat of CEDAR LANE SUBDIVISION) also being on the south of said Northwest Quarter of the Northeast Quarter (NW1/4 NE1/4); thence S89°47'08"E, along and upon the south line of said Lot Two (2), and being along and upon (as described on plat of said CEDAR LANE SUBDIVISION) the south line of said Northwest Quarter of the Northeast Quarter (NW1/4 NE1/4) to the southeast corner of said Lot Two (2); thence N00°08'48"E, along and upon the east line of said Lot Two (2), a distance of One Thousand Forty One and Four Hundredths (1,041.04) feet; thence S89°36'35"E, parallel with the north line of said Northwest Quarter of the Northeast Quarter (NW1/4 NE1/4), and also being parallel with the north line of said Lot Two (2), a distance of Twenty Five (25.00) feet; thence N00°08'48"E, parallel with the east line of said Lot Two (2), a distance of Two Hundred Seventy Three and Seventy Four Hundredths (273.74) feet to the point of beginning and containing 6.950 acres, more or less, of which, 0.136 acres is presently occupied by public road right of way.

SURVEYOR'S CERTIFICATE

I hereby certify that on _____, 2019, I completed an accurate survey (made under my supervision) of CEDAR ESTATES SUBDIVISION in Merrick 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 corners 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.

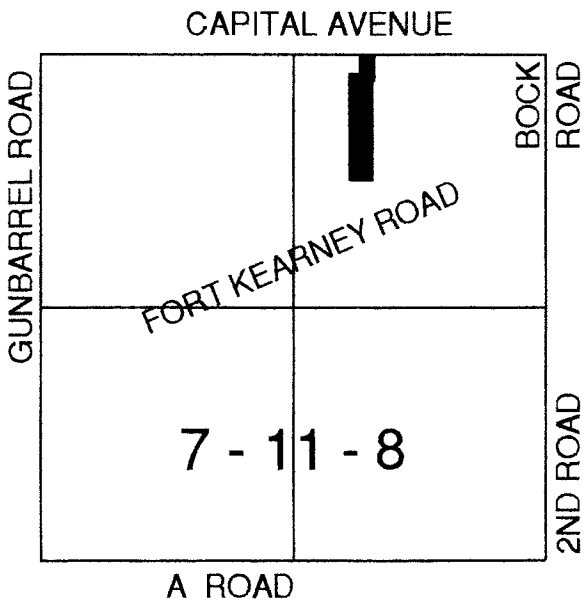
Lee D. Wagner, Registered Land Surveyor No. 557

(SEAL)

- - INDICATES 1/2" IRON PIPE FOUND
- ⊗ - INDICATES CHISELED "X" PLACED IN CONCRETE PAVEMENT
- - INDICATES PK NAIL WITH DISK PLACED IN ASPHALT CONCRETE. DISK IS STAMPED "L S 557".
- - INDICATES 1/2" IRON PIPE WITH PLASTIC CAP PLACED. CAP IS STAMPED "L S 557".
- - INDICATES TEMPORARY POINT PLACED

R. = RECORDED DISTANCE ON PLAT OF CEDAR LANE SUBDIVISION, MERRICK COUNTY, NEBRASKA
A. = ACTUAL DISTANCE AND/OR BEARING

NOTE: BEARINGS SHOWN ARE BASED ON GPS POSITIONING



CEDAR ESTATES SUBDIVISION

MERRICK COUNTY, NEBRASKA

BENJAMIN & ASSOCIATES, INC. - ENGINEERS & SURVEYORS - GRAND ISLAND, NEBRASKA

DEDICATION

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

IN WITNESS WHEREOF, I have affixed my signature hereto at _____, Nebraska, this _____ day of _____, 2019.

KYONIO COMPANY
a Nebraska Corporation

Christian Tschanz, President

ACKNOWLEDGEMENT

State of Nebraska

ss

County of _____

On this _____ day of _____, 2019, before me, _____, a Notary Public within and for said County, personally appeared Christian Tschanz, President of KYONIO COMPANY, a Nebraska Corporation, to me personally known to the the identical person whose signature is affixed hereto, and he did acknowledge the execution thereof to be his voluntary act and deed as such President, and the voluntary act and deed of said Nebraska Corporation, and that he was empowered to make the above dedication for and in behalf of said Nebraska Corporation.

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

(SEAL)

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, that I, Joel A. Leetch, a single person, being the owner of the land described hereon, have caused same to be surveyed, subdivided, platted and designated as "CEDAR ESTATES SUBDIVISION", Merrick County, Nebraska, as shown on the accompanying plat thereof, and do hereby dedicate the easements, if any, for the location, construction and maintenance of public utilities forever, together with the right of ingress and egress thereto, and hereby prohibiting the planting of trees, bushes and shrubs, or placing other obstructions upon, over, along or underneath the surface of such easements, and that the foregoing subdivision as more particularly described in the description hereon as appears on this plat, is made with the free consent and in accordance with the desires of the undersigned owner and proprietor.

IN WITNESS WHEREOF, I have affixed my signature hereto at _____, Nebraska, this _____ day of _____, 2019.

Joel A. Leetch

ACKNOWLEDGEMENT

State of Nebraska

ss

County of _____

On this _____ day of _____, 2016, before me, _____, a Notary Public within and for said County, personally appeared Joel A. Leetch, a single person, to me personally known to the the identical person whose signature is affixed hereto, and he did acknowledge 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

(SEAL)

APPROVALS

Submitted to and approved by the Inter Jurisdictional Regional Planning Commission of the City of Grand Island and Merrick County, Nebraska.

Chairman

Date

Approved and accepted by the Merrick County Board of Supervisors, Merrick County, Nebraska, this _____ of _____, 2019.

Chairman of the Board

County Clerk

(SEAL)

Approved and accepted by the City of Grand Island, Nebraska, this _____ day of _____, 2019.

Mayor

City Clerk

(SEAL)

CEDAR ESTATES SUBDIVISION

MERRICK COUNTY, NEBRASKA

BENJAMIN & ASSOCIATES, INC. - ENGINEERS & SURVEYORS - GRAND ISLAND, NEBRASKA

SHEET 2 OF 2

* This Space Reserved for Register of Deeds *

SUBDIVISION AGREEMENT

CEDAR ESTATES SUBDIVISION

(Lots 1 and 2)

In the Jurisdiction of the City of Grand Island, Nebraska

The undersigned, KYONIO COMPANY, a Nebraska Corporation and JOEL A. LEETCH, hereinafter called the Subdivider, as owner of a tract of land in the Jurisdiction of the City of Grand Island, Merrick County, Nebraska, more particularly described as follows:

A TRACT OF LAND COMPRISING ALL OF LOT TWO (2), CEDAR LANE SUBDIVISION AND A PART OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER (NW $\frac{1}{4}$ NE $\frac{1}{4}$), ALL BEING IN SECTION SEVEN (7), TOWNSHIP ELEVEN (11) NORTH, RANGE EIGHT (8) WEST OF THE 6TH P.M., MERRICK COUNTY, NEBRASKA, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER (NW $\frac{1}{4}$ NE $\frac{1}{4}$), SAID POINT BEING FOUR HUNDRED SEVENTY TWO AND THIRTY TWO HUNDREDTHS (472.32) FEET WEST OF THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER

(NW ¼ NE ¼); THENCE N89°36'35"W, ALONG AND UPON THE NORTH LINE OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER (NW ¼ NE ¼), A DISTANCE OF TWENTY FIVE (25.00) FEET TO THE NORTHEAST CORNER OF SAID LOT TWO (2); THENCE CONTINUING ALONG AND UPON THE PREVIOUSLY DESCRIBED COURSE, AND ALSO BEING ALONG AND UPON THE NORTH LINE OF SAID LOT TWO (2), A DISTANCE OF ONE HUNDRED TWENTY THREE AND FIFTY ONE HUNDREDTHS (123.51) FEET TO A NORTHWEST CORNER OF SAID LOT TWO (2); THENCE S00°11'11" W, ALONG AND UPON A WEST LINE OF SAID LOT TWO (2), A DISTANCE OF TWO HUNDRED EIGHT (208.00) FEET TO A CORNER OF SAID LOT ONE (1); THENCE N89°38'24" W, ALONG AND UPON A NORTH LINE OF SAID LOT TWO (2), A DISTANCE OF ONE HUNDRED TWENTY AND FOUR HUNDREDTHS (120.04) FEET TO A NORTHWEST CORNER OF SAID LOT TWO (2); THENCE S00°11'03" W, ALONG AND UPON A WEST LINE OF SAID LOT TWO (2), A DISTANCE OF ONE THOUSAND ONE HUNDRED SEVEN AND FORTY SIX HUNDREDTHS (1,107.46) FEET TO THE SOUTHWEST CORNER OF SAID LOT TWO (2), SAID POINT (AS DESCRIBED ON PLAT OF CEDAR LANE SUBDIVISION) ALSO BEING ON THE SOUTH OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER (NW ¼ NE ¼); THENCE S89°47'08"E, ALONG AND UPON THE SOUTH LINE OF SAID LOT TWO (2), AND BEING ALONG AND UPON (AS DESCRIBED ON PLAT OF SAID CEDAR LANE SUBDIVISION) THE SOUTH LINE OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER (NW ¼ NE ¼) TO THE SOUTHEAST CORNER OF SAID LOT TWO (2); THENCE N00°08'48"E, ALONG AND UPON THE EAST LINE OF SAID LOT TWO (2), A DISTANCE OF ONE THOUSAND FORTY ONE AND FOUR HUNDREDTHS (1,041.04) FEET; THENCE S89°36'35"E, PARALLEL WITH THE NORTH LINE OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER (NW ¼ NE ¼), AND ALSO BEING PARALLEL WITH THE NORTH LINE OF SAID LOT TWO (2), A DISTANCE OF TWENTY FIVE (25.00) FEET; THENCE N00°08'48"E, PARALLEL WITH THE EAST LINE OF SAID LOT TWO (2), A DISTANCE OF TWO HUNDRED SEVENTY THREE AND SEVENTY FOUR HUNDREDTHS (273.74) FEET TO THE POINT OF BEGINNING AND CONTAINING 6.950 ACRES, MORE OR LESS, OF WHICH, 0.136 ACRES IS

PRESENTLY OCCUPIED BY PUBLIC ROAD RIGHT OF
WAY.;

desires to have subdivided as a subdivision the foregoing tract of land located within the jurisdiction of the City of Grand Island, Nebraska, and hereby submits to the City Council of such City for acceptance as provided by law an accurate map and plat of such proposed subdivision, to be known as CEDAR ESTATES SUBDIVISION, designating explicitly the land to be laid out and particularly describing the lots, easements, and streets belonging to such subdivision, with the lots designated by number, easements by dimensions, and streets by name, and proposes to cause the plat of such subdivision when finally approved by the Interjurisdictional Planning Commission and the City Council to be acknowledged by such owner, certified as to accuracy of survey by a registered land surveyor, and to contain a dedication of the easements to the use and benefit of public utilities, and of the street to the use of the public forever. In consideration of the acceptance of the plat of said CEDAR ESTATES SUBDIVISION, the Subdivider hereby consents and agrees with the City of Grand Island, Nebraska, that it will install or provide at its expense the following improvements:

1. **Paving.** The Subdivider agrees to waive the right to object to the creation of any paving or repaving district for Capital Avenue where it abuts the subdivision.
2. **Water.** Public water is available to the subdivision and the Subdivider agrees to extend, connect and provide water service to all lots in the subdivision in accordance with plans and specifications approved by the Director of Public Works, and subject to the City's inspection.
3. **Sanitary Sewer.** Public sanitary sewer main is not available to the subdivision; therefore individual systems shall be permissible on an initial basis. However, the

Subdivider waives the right to protest the creation of a sanitary sewer district within or abutting the subdivision.

4. **Storm Drainage.** The Subdivider agrees to provide and maintain positive drainage from all lots, according to the drainage plan, so that storm drainage is conveyed to a public right-of-way or to other drainage systems so approved by the Director of Public Works. If the Subdivider fails to grade and maintain such drainage the City may create a drainage district to perform such work. The Subdivider agrees to waive the right to object to the creation of any drainage district benefitting the subdivision.

5. **Sidewalks.** Immediate sidewalk construction adjacent to Capital Avenue shall be waived. However, the sidewalks shall be constructed when the property owner is directed to do so by the City Council. In the event a Street Improvement District is created to pave any public street in the subdivision, the Subdivider agrees to install public sidewalks within one year of the completion of such street improvement district in accordance with the City of Grand Island Sidewalk Policy.

6. **Existing Structures.** The Subdivider agrees that the accessory structures on Lot 2 become illegal when separated from the house (principal use) on Lot 1. The Subdivider agrees to correct this issue by adding a permitted principal use, such as a house to Lot 2 within 1 year of the time this subdivision is filed with the Register of Deeds.

7. **Easements.** Any easements shall be kept free of obstructions and the Subdivider shall indemnify the City for any removal or repair costs caused by any obstructions. In addition, the duty to maintain the surface of any easements to keep them clear of any worthless vegetation or nuisance shall run with the land.

8. **Engineering Data.** All final engineering plans and specifications for public improvements shall bear the signature and seal of a professional engineer registered in the State of Nebraska and shall be furnished by the Subdivider to the Department of Public Works for approval prior to contracting for construction of any improvements. Inspections of improvements under construction shall be performed under the supervision of a professional engineer registered in the State of Nebraska, and upon completion shall be subject to inspection and approval by the Department of Public Works prior to acceptance by the City of Grand Island. An "as built" set of plans and specifications including required test results bearing the seal and signature of a professional engineer registered in the State of Nebraska shall be filed with the Director of Public Works by the Subdivider prior to acceptance of these improvements by the City.

9. **Warranty.** The undersigned owner, as Subdivider, warrants that it is the owner in fee simple of the land described and proposed to be known as CEDAR ESTATES SUBDIVISION, and that an abstract of title or title insurance commitment will be submitted for examination, if necessary, upon request of the City of Grand Island.

10. **Successors and Assigns.** This agreement shall run with the land and shall be binding upon and inure to the benefit of the parties hereto, their successors, assigns, heirs, devisees, and legatees. Where the term "Subdivider" is used in this agreement, the subsequent owners of any lots in the subdivision shall be responsible to perform any of the conditions of this agreement if the Subdivider has not performed such conditions.

Dated _____, 2019.

KYONIO COMPANY, A NEBRASKA
CORPORATION, Subdivider

By: _____
Christian Tschanz, President

STATE OF NEBRASKA)
) ss
COUNTY OF HALL)

On _____, 2019, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Christian Tschanz, President of Kyonio Company, a Nebraska Corporation, known personally to me to be the identical person and such officer who signed the foregoing Subdivision Agreement and acknowledged the execution thereof to be his voluntary act and deed for the purpose therein expressed on behalf of Kyonio Company.

WITNESS my hand and notarial seal the date above written.

Notary Public

My commission expires: _____

JOEL A. LEETCH, Subdivider

By: _____
Joel A. Leetch

STATE OF NEBRASKA)
) ss
COUNTY OF HALL)

On _____, 2019, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Joel A. Leetch, known personally to me to be the identical person and such officer who signed the foregoing Subdivision Agreement and acknowledged the execution thereof to be his voluntary act and deed for the purpose therein expressed on behalf of Joel A. Leetch.

WITNESS my hand and notarial seal the date above written.

My commission expires: _____

CITY OF GRAND ISLAND, NEBRASKA
A Municipal Corporation

By: _____
Roger G. Steele, Mayor

Attest: _____

[illegible]

On _____, 2019, before me, the undersigned,, a Notary Public in and for said County and State, personally came Roger G. Steele, Mayor of the City of Grand Island, Nebraska, a municipal corporation, known to me to be such officer and the identical person who signed the foregoing Subdivision Agreement and acknowledged that the foregoing signature was his voluntary act and deed pursuant to Resolution 2019-____, and that the City's corporate seal was thereto affixed by proper authority.

WITNESS my hand and notarial seal the date above written.

My commission expires: _____

RESOLUTION 2019-249

WHEREAS know all men by these presents, that KYONIO COMPANY, A Nebraska Corporation and Joel Leetch being the owners of the land described hereon, has caused same to be surveyed, subdivided, platted and designated as “CEDAR ESTATES SUBDIVISION”, A tract of land comprising all of Lot Two (2), Cedar Lane Subdivision and a part of the Northwest Quarter of the Northeast Quarter (NW ¼, NE ¼) of Section Seven (7), Township Eleven (11) North, Range Eight (8) West of the 6th P.M., Merrick County, Nebraska.

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, and Merrick 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; and

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 CEDAR 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, August 27, 2019.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
August 23, 2019	☐ City Attorney



City of Grand Island

Tuesday, August 27, 2019

Council Session

Item G-6

#2019-250 - Approving Bid Award - Low NOx Burner Parts

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

From: Timothy G. Luchsinger, Utilities Director
Stacy Nonhof, Interim City Attorney

Meeting Date: August 27, 2019

Subject: Low NOx Burner Parts

Presenter(s): Timothy G. Luchsinger, Utilities Director

Background

The Low NOx Burners are used in the boiler at Platte Generating Station to inject air and pulverized coal into the boiler in a manner that controls the combustion process and minimizes NOx emissions. The burner components require periodic replacement due to the extreme service conditions. A portion of the burner components were replaced in 2017. Additional components will require replacement in 2020.

Due to the cost of the required parts exceeding \$40,000, the plant staff prepared a specification for bidding the next batch of Low NOx Burner parts that will be required.

Discussion

The specification for the Low NOx Burner Parts was advertised and issued for bid in accordance with the City Purchasing Code. Bids were publicly opened on August 13, 2019. The engineer's estimate for this work was \$120,000.00.

Bidder	Bid Price
Riley Power, Inc. Duncan, South Carolina	\$103,440.53

The bid was reviewed by plant engineering staff. The bid from Riley Power, Inc., is compliant with specifications and less than the engineer's estimate. Riley Power, Inc., is the original equipment manufacturer for the Low NOx Burners. No other bids were received; staff recommends the award to Riley Power, Inc., of Duncan, South Carolina.

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 award the bid for the Low NOx Burner Parts to Riley Power, Inc., of Duncan, South Carolina, in the amount of \$103,440.53.

Sample Motion

Move to approve the bid in the amount of \$103,440.53 from Riley Power, Inc., for the Low NOx Burner Parts.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: August 13, 2019 at 2:15 p.m.
FOR: Low NOx Burner Parts
DEPARTMENT: Utilities
ESTIMATE: \$120,000.00
FUND/ACCOUNT: 520
PUBLICATION DATE: August 1, 2019
NO. POTENTIAL BIDDERS: 1

SUMMARY

Bidder: Riley Power, Inc.
Duncan, SC
Exceptions: None
Bid Price:
Material: \$96,729.00
Sales Tax: \$ 6,711.53
Total Bid: \$103,440.53

cc: Tim Luchsinger, Utilities Director
Jerry Janulewicz, Interim City Administrator
Stacy Nonhof, Purchasing Agent

Pat Gericke, Utilities Admin. Assist.
Patrick Brown, Finance Director
Darrell Dorsey, PGS Superintendent

P2145

RESOLUTION 2019-250

WHEREAS, the City of Grand Island invited sealed bids for Low NOx Burner Parts, according to plans and specifications on file with the Utilities Department; and

WHEREAS, on August 13, 2019, bids were received, opened and reviewed; and

WHEREAS, Riley Power, Inc., of Duncan, South Carolina, submitted a bid in accordance with the terms of the advertisement of bids and plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$103,440.53; and

WHEREAS, the bid of Riley Power, Inc., is less than the estimate for Low NOx Burner Parts.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Riley Power, Inc., in the amount of \$103,440.53, for Low NOx Burner Parts, is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 27, 2019.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	▣ _____
August 23, 2019	▣ City Attorney



City of Grand Island

Tuesday, August 27, 2019

Council Session

Item G-7

**#2019-251 - Approving the Supply and Delivery of Pebble Lime
2019 - 2022**

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

From: Timothy G. Luchsinger, Utilities Director
Stacy Nonhof, Interim City Attorney

Meeting: August 27, 2019

Subject: Supply and Delivery of Pebble Lime to the Platte
Generating Station 2019-2022

Presenter(s): Timothy G. Luchsinger, Utilities Director

Background

The Mercury and Air Toxics Standard regulation compliance at Platte Generating Station was commissioned in 2014. The spray dry absorber system is used to inject a lime slurry injection into the boiler exhaust gas to remove acid gases from the flue gas. The gas leaving the spray dry absorber system will flow to a baghouse for particulate removal and a booster fan follows the baghouse to return the flue gas to the existing stack.

Pebble Lime is used to produce the required lime slurry. The pebble lime material must meet design specifications in order to produce a lime slurry that allows the plant to meet performance guarantees on this new system. Plant staff developed a Request for Proposals for the purchase of Pebble Lime from suppliers of this material. A Request for Proposals is used as there are variations in pebble lime materials provided by the various vendors.

Discussion

The request for proposal for the Supply and Delivery of Pebble Lime for Platte Generating Station was publically advertised in accordance with the City's Purchasing Code. Proposals from the following firms were received on August 14, 2019:

Company

Mississippi Lime, St. Louis, MO
Pete Lien & Sons, Inc., Rapid City, SD
Lhoist North America, Genevieve, MO
Graymont Western Lime, Inc., West Bend, WI

The department evaluated proposals primarily on the basis of cost and suitability of the product in meeting the system requirements and specifications. Additional review

considerations included quality control, company experience, strength of production supply chain, proposal responsiveness, transportation provisions, availability of technical support, commercial terms and flexibility in procurement quantities.

Pete Lien & Sons was determined to be the lowest total cost and best overall proposal that satisfied all requirements of the Request for Proposal specifications. They offered both a higher quality lime and an alternate lower quality lime. The lower quality lime is projected to be only \$514.54 less over the three-year period, or .04%. However, it will not perform as well in the slaking system and will generate more rejects which must be handled and disposed. Staff therefore recommends the higher quality product from the Laramie, Wyoming mine. The actual cost will be based on the amount used, however, the estimated cost of the pebble lime for the contract term is approximately \$1.3 million. A confidential Bid Tabulation is sent under separate cover.

Alternatives

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

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

Recommendation

City Administration recommends that the Council award the Proposal for the Supply and Delivery of Pebble Lime for 2019-2022 to Pete Lien & Sons, Inc., of Rapid City, South Dakota.

Sample Motion

Move to approve the proposal from Pete Lien & Sons, Inc., Rapid City, South Dakota, for the Supply and Delivery of Pebble Lime 2019-2022 to the Platte Generating Station.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

**REQUEST FOR PROPOSALS
FOR
PLATTE GENERATING STATION
SUPPLY AND DELIVERY OF PEBBLE LIME
2019-2022**

RFP DUE DATE: August 14, 2019 at 4:00 p.m.

DEPARTMENT: Utilities

PUBLICATION DATE: July 25, 2019

NO. POTENTIAL BIDDERS: 7

PROPOSALS RECEIVED

Pete Lien & Sons, Inc.
Rapid City, SD

Graymont Western Lime, Inc.
West Bend, WI

Mississippi Lime Company
St. Louis, MO

Lhoist North America
Genevieve, MO

cc: Tim Luchsinger, Utilities Director
Jerry Janulewicz, Interim City Administrator
Stacy Nonhof, Purchasing Agent
Karen Nagel, Utility Secretary

Pat Gericke, Utilities Admin. Assist.
Patrick Brown, Finance Director
Darrell Dorsey, PGS Plant Supt.

P2143

RESOLUTION 2019-251

WHEREAS, the City of Grand Island invited proposals for the Supply and Delivery of Pebble Lime to the Platte Generating Station, according to plans and specifications on file with the Utilities Department; and

WHEREAS, on August 14, 2019, proposals were received, opened and reviewed; and

WHEREAS, Pete Lien & Sons, Inc., of Rapid City, South Dakota submitted a proposal in accordance with the terms of the advertisement of the proposal and plans and specifications and all other statutory requirements contained therein.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the proposal from Pete Lien & Sons, Inc., for the Supply and Delivery of Pebble Lime for the Platte Generating Station is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 27, 2019.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	▣ _____
August 23, 2019	▣ City Attorney



City of Grand Island

Tuesday, August 27, 2019

Council Session

Item G-8

#2019-252 - Approving Change Order #1 with Diamond Engineering for Water Main Project 2018-W-8 - Riverside Drive and Holcomb Street

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

From: Timothy Luchsinger, Utilities Director
Stacy Nonhof, Interim City Attorney

Meeting: August 27, 2019

Subject: Water Main Project 2018-W-8 – Change Order #1

Presenter(s): Timothy Luchsinger, Utilities Director

Background

Water Main Project 2018-W-8 installed approximately 29 linear feet of 12” ductile iron pipe for a 12” water main lowering that resolved a storm sewer conflict in the intersection of Riverside Drive and Holcomb Street. The project also removed two storm sewer manholes that were no longer needed and replaced a public fire hydrant.

Discussion

The original contract was awarded by City Council on March 26, 2019 to The Diamond Engineering Company of Grand Island, Nebraska, in the amount of \$79,171.20. The following scope alterations were encountered:

Additional items were required to complete the project due to encountering groundwater. A dewatering well was installed and the well ran for seven days. Also, a storm sewer manhole construction differed from that of record. In order to meet Nebraska Department of Health and Human Services clearances between storm sewer and water main, a portion of storm sewer needed to be replaced with 13” C900 pipe instead of the planned 15” RCP. The total cost for the additional items is \$11,696.00.

During the process of constructing the project, materials were added or deducted to complete the work. Unit prices were provided in the contract and specified that the contractor be paid on the basis of actual quantity installed, times the contract’s unit price. A significant portion of the quantity overage is due to additional pavement removal and replacement required for the dewatering well installation; additional sidewalk removal, and replacement for proper ADA configuration. This total is \$511.19.

The original Engineer’s Estimate was \$150,000.00. The original contract was for \$79,171.20. The total changes to the contract amount to \$12,207.19. This results in a final contract cost of \$91,378.39.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve Change Order #1 to the Water Main Project 2018-W-8 Contract in the amount of \$12,207.19, for a final contract amount of \$91,378.39.

Sample Motion

Move to approve Change Order #1 with The Diamond Engineering Company to the Water Main Project 2018-W-8 Contract in the amount of \$12,207.19, for a final contract amount of \$91,378.39.

CHANGE ORDER #1

NAME OF PROJECT: Water Main Project 2018-W-8 Riverside Dr. and Holcomb St.

CONTRACTOR: The Diamond Engineering Company
1521 W. Anna, PO Box 1327
Grand Island, NE 68802-1327

OWNER: City of Grand Island, NE

THE FOLLOWING MODIFICATIONS TO THE CONTRACT ARE HEREBY ORDERED:

ITEM	DESCRIPTION	BID		Unit Price \$	INSTALLED		\$ +/-
		QUANTITY	UNIT		QUANTITY	UNIT	
D.1.05	12" SOLID SLEEVE	1.00	EA	\$450.00	2.00	EA	\$450.00
D.1.17	15" RC PIPE	18.00	LF	\$155.00	0.00	LF	-\$2,790.00
D.1.18	15" JOINT ENCASEMENT PER STD PLAN 133	2.00	EA	\$510.00	0.00	LF	-\$1,020.00
D.1.19	15" CONCRETE PIPE CAP PER STD PLAN 150	1.00	EA	\$120.00	0.00	LF	-\$120.00
D.1.27	REMOVE SIDEWALK	148.80	SF	\$1.30	268.47	SF	\$155.57
D.1.28	REPLACE SIDEWALK	148.80	SF	\$9.00	268.47	SF	\$1,077.03
D.1.31	REMOVE EXISTING ROADWAY	185.70	SY	\$9.50	237.42	SY	\$491.34
D.1.32	REPLACE EXISTING ROADWAY	185.70	SY	\$52.00	237.42	SY	\$2,689.44
D.1.33	REMOVE CURB	53.10	LF	\$0.65	70.00	LF	\$10.98
D.1.34	REPLACE CURB	53.10	LF	\$3.00	70.00	LF	\$50.70
D.1.35	SOD	300.00	SF	\$3.00	138.71	EA	-\$483.87

SUBTOTAL D.1.01-D.1.36:

\$ 511.19

-	DEWATERING WELL	-	-	\$8,750.00	1.00	LS	\$8,750.00
-	12" C900 PIPE	-	-	\$157.00	18.00	LF	\$2,826.00
-	CONCRETE PIPE CAP FOR 12" C900	-	-	\$120.00	1.00	EA	<u>\$120.00</u>

SUBTOTAL ADDITIONAL ITEMS:

\$ 11,696.00

THIS CHANGE ORDER AMOUNT:

\$ 12,207.19

ORIGINAL CONTRACT AMOUNT:

\$ 79,171.20

REVISED CONTRACT AMOUNT (including this Change Order)

\$ 91,378.39

REASONS FOR MODIFICATIONS:

During the process of constructing the contract, materials were added or deducted to complete the work. Unit prices were provided in the Contract and specified that the contractor be paid on the basis of actual quantity installed, times the Contract's unit prices. A significant portion of the quantity overage is due to additional pavement removal and replacement required to install the dewatering well. Additional sidewalk removal and replacement were required for proper ADA configuration. Additional items were also required due to encountering groundwater and a storm sewer manhole construction differing from that of record.

Contractor: *Bob Lartner*
The Diamond Engineering Company

Date: 8/14/19

Owner: _____
City of Grand Island, NE

Date: _____

RESOLUTION 2019-252

WHEREAS, at the March 26, 2019 meeting, Council awarded the contract for Water Main Project 2018-W-8 at the intersection of Riverside Drive and Holcomb Street to the Diamond Engineering Company of Grand Island, Nebraska, in the amount of \$79,171.20; and

WHEREAS, additional items were required to complete the project due to encountering groundwater, and dewatering was required for seven days; and

WHEREAS, a storm sewer manhole construction differed from that of record, and a portion of storm sewer need to be replaced with 12" C900 pipe instead of the planned 15" RCP, making the total cost for the addition items \$11,696.00; and

WHEREAS, additional pavement removal and replacement was required for the dewatering well installation, additional sidewalk removal, and replacement for proper ADA configuration amount to \$511.19; and

WHEREAS, the original contract was for \$79,171.20 and the changes to the contract amounted to an additional \$12,207.19, for a total contract amount of \$91,378.39.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that Change Order #1 to the contract for Water Main Project 2018-W-8 is approved, and the Mayor is hereby authorized to sign the Change Order on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 27, 2019.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
August 23, 2019	☐ City Attorney



City of Grand Island

Tuesday, August 27, 2019

Council Session

Item G-9

#2019-253 - Approving Shared Facilities Agreement with NPPD

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

From: Tim Luchsinger, Utilities Director
Stacy Nonhof, Interim City Attorney

Meeting: August 27, 2019

Subject: Shared Facilities Agreement with NPPD

Presenter(s): Tim Luchsinger, Utilities Director

Background

The Grand Island Utilities Department (GIUD) utilizes a 115,000 Volt transmission loop around the City to connect the substations together as well as provide interconnections with Nebraska Public Power District (NPPD) in five locations. In order to provide proper line protection and communications with NPPD, GIUD owned equipment is housed in NPPD substations as well as NPPD owned equipment in GIUD substations. These shared facilities create a need for documentation that demonstrates ownership to regulatory bodies in order to maintain compliance with applicable standards.

Discussion

GIUD has been in discussions with NPPD on the necessary documentation for these facilities. The shared facilities agreement was determined to provide that documentation. Due to confidentiality issues, the agreement is provided under separate cover. This agreement does not involve any financial transactions, it merely provides a way to exchange confidential documentation as facilities change in the future.

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 a future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council approve the NERC CIP Low Impact Shared Facilities Agreement with NPPD.

Sample Motion

Move to approve the NERC CIP Low Impact Shared Facilities Agreement with NPPD.

RESOLUTION 2019-253

WHEREAS, The City of Grand Island Utilities Department (GIUD) and Nebraska Public Power District (NPPD) utilize a 115,000 Volt transmission loop around the City to connect the substations together as well as provide interconnections at five locations; and

WHEREAS, in order to provide proper line protection and communications with NPPD, GIUD owned equipment is housed in NPPD substations as well as NPPD owned equipment in GIUD substations; and

WHEREAS, these shared facilities create a need for documentation that demonstrates ownership to regulatory bodies in order to maintain compliance with applicable standards; and

WHEREAS, a confidential Shared Facilities Agreement was determined to provide that needed documentation.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Shared Facilities Agreement between the City of Grand Island Utilities Department and Nebraska Public Power District is hereby approved and the Mayor is authorized to sign the agreement on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 27, 2019.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
August 23, 2019	☐ City Attorney



City of Grand Island

Tuesday, August 27, 2019

Council Session

Item G-10

#2019-254 - Approving Update of the Designated Depositories List

Staff Contact: Patrick Brown, Finance Director

Council Agenda Memo

From: Patrick Brown, Finance Director

Meeting: August 27, 2019

Subject: Approving Designated Depositories and City Treasurer Authorizations

Presenter(s): Patrick Brown, Finance Director

Background

The last update of this document occurred in December of 2018. It is now necessary to update the comprehensive list of depositories to add one institution to the approved list.

Discussion

The document adds BMO Harris Bank to the list. The list as included in the Resolution is comprehensive. The change is included in paragraph number 1 of the resolution; there were no changes to any of the remaining paragraphs. BMO Harris Bank is being added as they will function as the custodial bank in conjunction with our new healthcare provider, UMR.

Alternatives

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

1. Approve the Resolution as presented.
2. Postpone the issue to a future meeting.
3. Take no action.

Recommendation

City Administration recommends that the Council approve the changes to the depository institutions.

Sample Motion

Move to approve the designated depositories.

RESOLUTION 2019-254

WHEREAS, in Section 16-712, R.R.S. 1943, the city treasurer shall deposit, and at all times keep on deposit, for safekeeping, in banks or capital stock financial institutions of approved and responsible standing all money collected, received or held by him/her as city treasurer; and

WHEREAS, in Section 16-713, R.R.S. 1943, the city treasurer may purchase certificates of deposit from and make time deposits in banks or capital stock financial institutions selected as depositories of city funds; and

WHEREAS, in Section 16-714, R.R.S. 1943, for the security of the fund so deposited, the city treasurer shall require each depository to give bond for the safekeeping and payment of such deposits and the accretions thereof, which bond shall run to the city and be approved by the mayor.

WHEREAS, in Section 16-715, R.R.S. 1943, In lieu of the bond required by section 16-714, any bank, capital stock financial institution, or qualifying mutual financial institution making application to become a depository may give security as provided in the Public Funds Deposit Security Act to the city clerk.

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

1. Wells Fargo Bank, N.A.; Wells Fargo Securities, LLC; Great Western Bank; US Bank; Union Bank and Trust Co.; Nebraska Public Agency Investment Trust (NPAIT); Smith Hayes Financial Services Corporation; ICMA Retirement Corp.; A.G. Edwards & Sons, Inc.; Ameritas Investment Corp.; Home Federal/Grand Island; The Equitable Building and Loan Association; First National Bank of Omaha; Five Points; Bank of New York Mellon; Cornerstone Bank; Exchange Bank; Bank of the West; Heritage Bank; D.A. Davidson and Co.; BOK Financial Corp.; Pinnacle Bank; and BMO Harris Bank be and hereby are, designated and approved as depositories for all money collected, received or held by the City of Grand Island, Nebraska.
2. The Finance Director or his/her designee, in his/her official capacity of the office, is directed and authorized to deposit such funds in said banks and capital stock financial institutions.
3. This authorization shall include the deposits of public funds in the hands of the Finance Director or his/her designee belonging to the City of Grand Island, Nebraska; the Tri-City Task Force; and the Grand Island Community Redevelopment Authority (CRA).

Approved as to Form	<input type="checkbox"/>
August 23, 2019	<input type="checkbox"/> City Attorney

4. The Finance Director or his/her designee is hereby authorized to purchase certificates of deposit, treasury notes, treasury bills, treasury bond and or strips from the above named banks and capital stock financial institutions selected as depositories.
5. The Finance Director or his/her designee is hereby authorized by the mayor to require the depositories designated by this resolution to give security for the safekeeping and payment of City deposits and the accretion thereof, such security to be in the form and amounts as required by Nebraska statute and the Public Funds Deposit Security Act.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 27, 2019.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, August 27, 2019

Council Session

Item G-11

#2019-255 - Approving Agreement with Clean Community Systems

Staff Contact: Stacy Nonhof, Interim City Attorney

Council Agenda Memo

From: Stacy Nonhof, Interim City Attorney

Meeting: August 27, 2019

Subject: Agreement with Grand Island Area Clean Community System

Presenter(s): Stacy Nonhof, Interim City Attorney

Background

Grand Island Area Clean Community System and City Administration are proposing for FY 2019-20 an appropriation of \$27,500.00 for services provided by Grand Island Area Clean Community System (GIACCS). Prior to any monies being paid out to GIACCS for FY 2019-20, an Agreement is needed to specify the obligations of each party and payment terms.

Discussion

The City is authorized to establish and provide for the support of any service, facility, or system required by the Integrated Solid Waste Management Act pursuant to the authority of Section 13-2021 of the Nebraska Revised Statutes, as amended. The Integrated Solid Waste Management Act requires the implementation of a solid waste management plan to provide for a local waste reduction and recycling program. GIACCS actively educates the public on recycling and solid waste and other environmental issues, and provides an educational resource center on such issues. GIACCS proposes a contract with the City to provide the following services:

1. Develop and print 20,000 utility bill inserts one to two times per year on environmental issues.
2. Develop and print 20,000 recycling brochures annually, updating recycling opportunities in Grand Island.
3. Work with local recyclers to identify public misunderstanding of existing recycling programs.
4. Assist in providing public education to maximize recycling program use and minimize problems.
5. Foster and support corridor litter controls and beautification groups and organizations.
6. Provide and maintain information on environmental/recycling issues and concerns.
7. Provide consulting services to implement integrated solid waste plans.

8. Endorse and encourage recycling through educational presentations.
9. Conduct presentations on environmental issues and concerns to school groups, civic organizations and governmental agencies.
10. Coordinate community clean-ups with the City of Grand Island Solid Waste Superintendent.
11. Work with the Solid Waste Superintendent to collect and evaluate recycling/diversion data from local recyclers.
12. Secure grant funding on an annual basis to provide household hazardous waste collection and disposal services for the citizens of Grand Island.

In consideration of GIACCS performing the services provided for in this agreement, the City agrees to pay GIACCS Twenty-Seven Thousand Five Hundred and No/100 Dollars (\$27,500.00) annually for a total contract price of Twenty-Five Thousand Dollars and No/100 (\$27,500.00).

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the Agreement with Grand Island Area Clean Community System.

Sample Motion

Move to approve the Agreement with Grand Island Area Clean Community System.

AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2019, by and between the **CITY OF GRAND ISLAND, NEBRASKA**, a Municipal Corporation, hereinafter referred to as "City", and **GRAND ISLAND AREA CLEAN COMMUNITY SYSTEM**, hereinafter referred to as "CCS".

WHEREAS, the City is authorized to establish and provide for the support of any service, facility, or system required by the Integrated Solid Waste Management Act pursuant to the authority of Section 13-2021 of the Nebraska Revised Statutes, as amended; and

WHEREAS, the Integrated Solid Waste Management Act requires the implementation of a solid waste management plan to provide for a local waste reduction and recycling program; and

WHEREAS, the CCS actively educates the public on recycling and solid waste and other environmental issues, and provides an educational resource center on such issues; and

WHEREAS, the City desires to and the City Council has approved such expenses within the 2019-2020 fiscal year's budget adopted by City Council on _____, 2019 to contract with CCS to perform certain services associated with environmental, solid waste and recycling matters.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the City and the CCS agree as follows:

1. **RESPONSIBILITIES.** The CCS agrees to perform the following services pursuant to this agreement:

(A) Develop and print 20,000 utility bill inserts one to two times per year on environmental issues.

(B) Develop and print 20,000 recycling brochures annually, updating recycling opportunities in Grand Island.

(C) Work with local recyclers to identify public misunderstanding of existing recycling programs. Assist in providing public education to maximize recycling program use and minimize problems.

(D) Foster and support corridor litter controls and beautification groups and organizations.

(E) Provide and maintain information on environmental/recycling issues and concerns.

(F) Provide consulting services to implement integrated solid waste plans.

(G) Endorse and encourage recycling through educational presentations.

(H) Conduct presentations on environmental issues and concerns to school groups, civic organizations and governmental agencies.

(I) Coordinate community clean-ups with the City of Grand Island Solid Waste Superintendent.

(J) Work with the Solid Waste Superintendent to collect and evaluate recycling/diversion data from local recyclers.

(K) Secure grant funding on an annual basis to provide household hazardous waste collection and disposal services for the citizens of Grand Island.

2. COMPENSATION. In consideration of the CCS performing the services provided for in this agreement, the City agrees to pay the CCS Twenty-Seven Thousand Five Hundred and No/100 Dollars (\$27,500.00) annually for a total contract price of Twenty-Seven Thousand Five Hundred Dollars and No/100 (\$27,500.00) Payment shall be made in four (4) quarterly installments of Six Thousand Eight Hundred and Seventy-Five Dollars and No/100 (\$6,875.00) with the first installment due and payable upon execution of this agreement by all parties, and upon approval of this agreement by the Grand Island City Council.

3. TERM. This agreement shall take effect on October 1, 2019, after its approval by the City Council and execution by the Mayor, and shall terminate on September 30, 2020.

4. LIMITATION. CCS hereby agrees that the money paid by the City hereunder shall be used solely and specifically for the purposes stated herein.

5. TERMINATION. Either party may terminate this contract upon sixty (60) days written notice to the other party.

6. ENTIRE AGREEMENT. This agreement constitutes the entire agreement between the City and CCS notwithstanding any other oral agreements or understandings to the contrary and may be amended only in writing, approved and executed as required by law.

IN WITNESS WHEREOF, this agreement is executed by the respective parties.

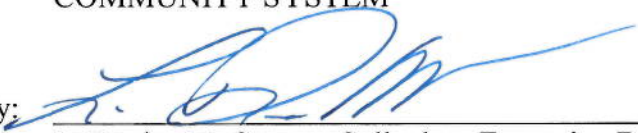
CITY OF GRAND ISLAND, NEBRASKA,
A Municipal Corporation,

By: _____
Roger Steele, Mayor

Attest: _____
RaNae Edwards, City Clerk

GRAND ISLAND AREA CLEAN
COMMUNITY SYSTEM

By:



L. Denise McGovern-Gallagher, Executive Director

Grand Island Area Clean Community System Partnership with the City of Grand Island Annual Report

DATE: August 14, 2019

TO: Mayor Steele, members of the City Council, City Administrator Jerry Janulewicz, and Citizens of Grand Island.

FROM: L. Denise McGovern-Gallagher, Executive Director

This past fiscal year (October 1, 2018 – September 30, 2019) Clean Community System engaged in the collection of household hazardous waste, organized litter clean-ups, conducted one-day electronic recycling including older TV's and computer equipment, and continued our public education programming. Our organization remains at 3661 Sky Park Road or just south of the Central Nebraska Regional Airport terminal. Hours of operation are Monday-Friday, 8:00 am to 4:30 pm and the first & third Saturday of each month from 8:00 am to Noon.

Assisting in the safe disposal of hazardous waste, we have contracted with Clean Harbors and Brenntag Environmental. Our intake volumes continue to increase monthly. During the past year we accepted slightly above 168,212 pounds of hazardous waste. We are seeing more individuals come from neighboring communities with the largest increase from Hastings. However, our largest user is Grand Island/Hall County – 4,030 individuals.

Another area we are seeing an increase in usage is our Swap Shop. These items come to us as waste; however, some are new or nearly new that can be reused. In the past fiscal year we served 2,143 by reusing 52,303 pounds. Items in high demand are latex paint, spray paint, stains, weed killer and fertilizers, automobile oil, house cleaners, caulking, and antifreeze.

To ensure that electronics are recycled and stay out of our landfill, we accept smaller electronics daily including the newer flat screen TV's. Limitations on storage space require us to host one day collection events for items like projection TV's and CRT TV's. Our next older TV event will be in held in October. There will be limitations on the total pounds we can accept.

Our promise to the City of Grand Island does not stop with hazardous waste or recycling. We are in the middle of our 4th Annual City-wide Clean-up. At the time of this report the event is still on going. This year we have more area businesses and individuals involved than ever before. Individuals take pride to ensure that Grand Island and our major entrances leading into Grand Island are litter free. CCS additionally continues to promote the Adopt-A-Road clean-up program. Between the two programs, last year over 2,000 volunteer hours clean up 315 miles and 193.5 acres of parks and common areas where they bagged 51,577 pounds of trash.

We continue to produce two inserts that are mailed to Grand Island residents by way of their monthly utility bill. The March insert is our Recycling Guide and the spring insert focuses on household hazardous waste, recycling, public education and litter clean-up. To ensure these publication assist in protecting our environment, our 54 partners help distribute in their local businesses as well as our facility. It's a great tool.

Pulling together all the different aspects of Clean Community System is public education. Without public education the mission we live by would not succeed. On staff is a full time Keep America Beautiful Coordinator. The majority of our instruction is done in a school room environment, but we also participate in area events like: Bear Fair at the City Library, Parks and Recreation summer fun camps, Nebraska State Fair, Hall County Fair, Rowe Platte River Safari, Girl Scouts, Groundwater Festival, YMCA Summer Fun Club, Hastings High School Science Club, Motor Litter Awareness Day, Earth Week, and Mall Madness Camp. Kids & adults learn about reduce, reuse, and recycle by way of playing games, story time, and making a fun toy or craft out of recycled material. This past year we had 3,705 youth and 273 adults participate in our programming.

Clean Community System is fortunate to have a remarkable partner like the City of Grand Island and its funding it allocates annually to us. Your funding is used to match grants we apply for and receive from Nebraska Environmental Trust and Department of Environmental Quality. Funding helps this facility fulfill our mission to remain dedicated to educating the public of the impact of litter; the proper disposal of household hazardous waste and the promotion of a sense of pride in a safe and clean community.

Thank you for your continued support.



Grand Island Area Clean Community System
L. Denise McGovern, Executive Director

RESOLUTION 2019-255

WHEREAS, the City of Grand Island is authorized to establish and provide for the support of any service, facility, or system required by the Integrated Solid Waste Management Act pursuant to the authority of Section 13-2021 of the Nebraska Revised Statutes, as amended; and

WHEREAS, the Integrated Solid Waste Management Act requires the implementation of a solid waste management plan to provide for a local waste reduction and recycling program. Grand Island Area Clean Community System (GIACCS) actively educates the public on recycling and solid waste and other environmental issues, and provides an educational resource center on such issues; and

WHEREAS, GIACCS proposes a contract with the City to provide the following services:

1. Develop and print 20,000 utility bill inserts one to two times per year on environmental issues.
2. Develop and print 20,000 recycling brochures annually, updating recycling opportunities in Grand Island.
3. Work with local recyclers to identify public misunderstanding of existing recycling programs.
4. Assist in providing public education to maximize recycling program use and minimize problems.
5. Foster and support corridor litter controls and beautification groups and organizations.
6. Provide and maintain information on environmental/recycling issues and concerns.
7. Provide consulting services to implement integrated solid waste plans.
8. Endorse and encourage recycling through educational presentations.
9. Conduct presentations on environmental issues and concerns to school groups, civic organizations and governmental agencies.
10. Coordinate community clean-ups with the City of Grand Island Solid Waste Superintendent.
11. Work with the Solid Waste Superintendent to collect and evaluate recycling/diversion data from local recyclers.
12. Secure grant funding on an annual basis to provide household hazardous waste collection and disposal services for the citizens of Grand Island.

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 with Grand Island Area Clean Community System for services as set forth above for a fee of Twenty-Seven Thousand Five Hundred and No/100 Dollars (\$27,500.00) annually for a total contract price of Twenty-Seven Thousand Five Hundred Dollars and No/100 (\$27,500.00).

Approved as to Form	☐ _____
August 22, 2019	☐ City Attorney

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 27, 2019.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

- 2 -



City of Grand Island

Tuesday, August 27, 2019

Council Session

Item G-12

#2019-256 - Approving Change Order No. 1 for North Broadwell Avenue Drainage; Project No. 2018-D-1

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

Council Agenda Memo

From: Keith Kurz PE, Assistant Public Works Director

Meeting: August 27, 2019

Subject: Approving Change Order No. 1 for North Broadwell Avenue Drainage; Project No. 2018-D-1

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

Background

The Starostka Group Unlimited, Inc. of Grand Island, Nebraska was awarded a \$247,981.06 contract on February 26, 2019, via Resolution No. 2019-80, for North Broadwell Avenue Drainage; Project No. 2018-D-1.

The drainage improvements consist of removing trees and re-grading the ditch to allow for proper maintenance and improved channel flow.

Discussion

Due to the continual rainfall the City has experienced this spring/summer the Starostka Group Unlimited, Inc. has not been able to enter this work area with the saturation of the ground.

Original completion date was set at September 1, 2019, with a request to extend this to May 31, 2020. There will not be any contract amount modification with this change order.

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 extending the completion date to May 31, 2020, as noted in Change Order No. 1.

Sample Motion

Move to approve the resolution.



CONTRACT TIME EXTENSION

PROJECT: North Broadwell Avenue Drainage; Project No. 2018-D-1

CONTRACTOR: Starostka Group Unlimited, Inc.

AMOUNT OF CONTRACT: \$247,981.06

CONTRACT DATE: March 5, 2019

Notice to Proceed Date ----- March 5, 2019

Original Completion Date ----- September 1, 2019

Revised Completion Date ----- May 31, 2020

The Above Change Order Accepted:

Starostka Group Unlimited, Inc.

By _____ Date _____

Approval Recommended:

By _____ Date _____
John Collins PE, Public Works Director/City Engineer

Approved for the City of Grand Island, Nebraska

By _____ Date _____
Mayor

Attest _____
City Clerk

RESOLUTION 2019-256

WHEREAS, on February 26, 2019, via Resolution 2019-80, the City of Grand Island awarded Starostka Group Unlimited, Inc. of Grand Island, Nebraska the bid in the amount of \$247,981.06 for North Broadwell Avenue Drainage; Project No. 2018-D-1; and

WHEREAS, the completion of such project has been delayed due to weather conflicts; and

WHEREAS, Starostka Group Unlimited, Inc. has requested an extension from September 1, 2019 to May 31, 2020 in order to complete the project; and

WHEREAS, there will not be any contract amount modification with such time extension; and

WEREAS, the Public Works Department supports such contract extension.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor be, and hereby is, authorized and directed to execute Change Order No. 1 between the City of Grand Island and Starostka Group Unlimited, Inc. of Grand Island, Nebraska to provide the requested time extension for North Broadwell Avenue Drainage; Project No. 2018-D-1.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 27, 2019.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
August 23, 2019	☐ City Attorney



City of Grand Island

Tuesday, August 27, 2019

Council Session

Item G-13

**#2019-257 - Approving Change Order No. 1 for Sugar Beet Ditch
Drainage; Project No. 2019-D-1**

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

Council Agenda Memo

From: Keith Kurz PE, Assistant Public Works Director

Meeting: August 27, 2019

Subject: Approving Change Order No. 1 for Sugar Beet Ditch Drainage; Project No. 2019-D-1

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

Background

The Starostka Group Unlimited, Inc. of Grand Island, Nebraska was awarded a \$97,318.73 contract on February 12, 2019, via Resolution No. 2019-49, for Sugar Beet Ditch Drainage; Project No. 2019-D-1.

The drainage improvements allow for enclosure of the ditch along the hike/bike trail with extension of an existing drainage pipe between Arthur Street and Harrison Street. Maintenance and safety will be improved with this work.

Discussion

Due to the continual rainfall the City has experienced this spring/summer the Starostka Group Unlimited, Inc. has not been able to enter this work area with the saturation of the ground.

Original completion date was set at September 1, 2019, with a request to extend this to November 30, 2019. There will not be any contract amount modification with this change order.

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 extending the completion date to November 30, 2019, as noted in Change Order No. 1.

Sample Motion

Move to approve the resolution.



CONTRACT TIME EXTENSION

PROJECT: Sugar Beet Ditch Drainage; Project No. 2019-D-1

CONTRACTOR: Starostka Group Unlimited, Inc.

AMOUNT OF CONTRACT: \$97,318.73

CONTRACT DATE: February 27, 2019

Notice to Proceed Date ----- February 28, 2019

Original Completion Date ----- September 1, 2019

Revised Completion Date ----- November 30, 2019

The Above Change Order Accepted:

Starostka Group Unlimited, Inc.

By _____ Date _____

Approval Recommended:

By _____ Date _____
John Collins PE, Public Works Director/City Engineer

Approved for the City of Grand Island, Nebraska

By _____ Date _____
Mayor

Attest _____
City Clerk

RESOLUTION 2019-257

WHEREAS, on February 12, 2019, via Resolution 2019-49, the City of Grand Island awarded Starostka Group Unlimited, Inc. of Grand Island, Nebraska the bid in the amount of \$97,318.73 for Sugar Beet Ditch Drainage; Project No. 2019-D-1; and

WHEREAS, the completion of such project has been delayed due to weather conflicts; and

WHEREAS, Starostka Group Unlimited, Inc. has requested an extension from September 1, 2019 to November 30, 2019 in order to complete the project; and

WHEREAS, there will not be any contract amount modification with such time extension; and

WEREAS, the Public Works Department supports such contract extension.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor be, and hereby is, authorized and directed to execute Change Order No. 1 between the City of Grand Island and Starostka Group Unlimited, Inc. of Grand Island, Nebraska to provide the requested time extension for Sugar Beet Ditch Drainage; Project No. 2019-D-1.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 27, 2019.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
August 23, 2019	☐ City Attorney



City of Grand Island

Tuesday, August 27, 2019

Council Session

Item G-14

#2019-258 - Approving Change Order No. 1 for Sycamore Street Underpass Rehabilitation; Project No. 2017-U-1

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

Council Agenda Memo

From: Keith Kurz PE, Assistant Public Works Director

Meeting: August 27, 2019

Subject: Approving Change Order No. 1 for Sycamore Street Underpass Rehabilitation; Project No. 2017-U-1

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

Background

The Diamond Engineering Company of Grand Island, Nebraska was awarded a \$1,794,404.38 contract on August 28, 2018, via Resolution No. 2018-252, for the Sycamore Street Underpass Rehabilitation; Project No. 2017-U-2.

The Sycamore Street underpass was built in 1950 and an engineering analysis identified a number of repairs and replacements necessary to preserve the structure. This included a number of issues related to the retaining walls, the South Front Street Bridge, and the storm sewer pumping system.

Discussion

Weather setbacks have delayed completion of the project; including above average rainfall, several large rainfall events, and high groundwater.

Substantial completion date was originally set at August 1, 2019, with final completion September 30, 2019. The extension request is for substantial completion date of November 12, 2019 and final completion January 7, 2020. There will not be any contract amount modification with this change order.

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 extending the substantial completion date to November 12, 2019 and final completion to January 7, 2020, as noted in Change Order No. 1.

Sample Motion

Move to approve the resolution.



CONTRACT TIME EXTENSION

PROJECT: Sycamore Street Underpass Rehabilitation; Project No. 2017-U-2

CONTRACTOR: The Diamond Engineering Company

AMOUNT OF CONTRACT: \$1,794,404.38

CONTRACT DATE: September 11, 2019

Notice to Proceed Date ----- September 14, 2018

Original Substantial Completion Date----- August 1, 2019

Original Final Completion Date ----- September 30, 2019

Revised Substantial Completion Date ----- November 12, 2019

Revised Final Completion Date----- January 7, 2020

The Above Change Order Accepted:

The Diamond Engineering Company

By _____ **Date** _____

Approval Recommended:

By _____ **Date** _____
John Collins PE, Public Works Director/City Engineer

Approved for the City of Grand Island, Nebraska

By _____ **Date** _____
Mayor

Attest _____
City Clerk

RESOLUTION 2019-258

WHEREAS, on August 28, 2018, via Resolution 2018-252, the City of Grand Island awarded The Diamond Engineering Company of Grand Island, Nebraska the bid in the amount of \$1,794,404.38 for Sycamore Street Underpass Rehabilitation; Project No. 2017-U-1; and

WHEREAS, the completion of such project has been delayed due to weather conflicts; and

WHEREAS, The Diamond Engineering Company has requested an extension of the substantial completion date from August 1, 2019 to November 12, 2019, with final completion extension from September 30, 2019 to January 7, 2020 in order to complete the project; and

WHEREAS, there will not be any contract amount modification with such time extension; and

WEREAS, the Public Works Department supports such contract extension.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor be, and hereby is, authorized and directed to execute Change Order No. 1 between the City of Grand Island and The Diamond Engineering Company of Grand Island, Nebraska to provide the requested time extension for Sycamore Street Underpass Rehabilitation; Project No. 2019-U-1.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 27, 2019.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
August 23, 2019	☐ City Attorney



City of Grand Island

Tuesday, August 27, 2019

Council Session

Item G-15

**#2019-259 - Approving Change Order No. 1 for Curb Ramp
Project No. 2019-CR-1**

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

Council Agenda Memo

From: Keith Kurz P.E., Assistant Public Works Director

Meeting: August 27, 2019

Subject: Approving Change Order No. 1 for Curb Ramp Project No. 2019-CR-1

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

Background

The Diamond Engineering Company of Grand Island, Nebraska was awarded a \$119,098.00 contract on April 9, 2019 via Resolution No. 2019-129. The contract was for the installation of curb ramps, at various intersections in the City. The City is required to have a planned schedule for upgrading public sidewalk ramps to conform to American with Disabilities Act (ADA) standards.

Discussion

With the installation of the handicap ramps along Stolley Park Road tree removal was necessary. Change Order No.1 covers the removal, labor and equipment to remove such tree at 1419 West Stolley Park Road.

The extra work adds a total cost of \$960.00 to the project, resulting in a revised contract amount of \$120,058.00. There are sufficient funds in Account No. 21000001-1100-40004.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve Change Order No. 1 for Curb Ramp Project No. 2019-CR-1.

Sample Motion

Move to approve the resolution.

PROJECT: Curb Ramp Project No. 2019-CR-1

CONTRACTOR: The Diamond Engineering Company

CONTRACT DATE: April 11, 2019

With the installation of the handicap ramps along Stolley Park Road tree removal was necessary at 1419 West Stolley Park Road.

- Tree Removal \$ 960.00

The changes result in the following adjustment to the Contract Amount:

Contract Price Prior to This Change Order\$119,098.00

Net Increase/Decrease Resulting from this Change Order\$ \$960.00

Revised Contract Price Including this Change Order\$120,058.00

Approval Recommended:

By _____
John Collins PE, Public Works Director

Date _____

The Above Change Order Accepted:

_____The Diamond Engineering Company_____
Contractor

By _____

Date _____

Approved for the City of Grand Island:

By _____
Roger G. Steele, Mayor

Attest: _____
RaNae Edwards, City Clerk

Date _____

RESOLUTION 2019-259

WHEREAS, on April 9, 2019, via Resolution 2019-129, the City of Grand Island awarded The Diamond Engineering Company of Grand Island, Nebraska the bid in the amount of \$119,098.00 for Curb Ramp Project No. 2019-CR-1; and

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

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

WHEREAS, the result of such modifications will increase the contract amount by \$960.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor be, and hereby is, authorized and directed to execute Change Order No. 1 between the City of Grand Island and The Diamond Engineering Company of Grand Island, Nebraska to provide the modifications set out as follows:

- Tree Removal at 1419 West Stolley Park Road \$960.00

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 27, 2019.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
August 23, 2019	☐ City Attorney



City of Grand Island

Tuesday, August 27, 2019

Council Session

Item G-16

#2019-260 - Approving Change Order No. 1 for the 2019 Asphalt Resurfacing Project No. 2019-AC-1

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

Council Agenda Memo

From: Keith Kurz P.E., Assistant Public Works Director

Meeting: August 27, 2019

Subject: Approving Change Order No. 1 for the 2019 Asphalt Resurfacing Project No. 2019-AC-1

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

Background

Gary Smith Construction Co., Inc. of Grand Island, Nebraska was awarded a \$607,377.25 contract on February 26, 2019 via Resolution No. 2019-75. This year's work involves asphalt resurfacing on the following City streets.

Section #1 – 4th Street; BNSF Railroad to Beal Street

Section #2 – 4th Street; Congdon Avenue to 7th Street

Section #3 – Sky Park Road; 7th Street to White Cloud Road

Section #4 – Airport Road; Homestead Drive to Sky Park Road

Discussion

Sprinkler repair is necessary at the Central Nebraska Regional Airport, due to damage during roadway resurfacing in this area. Change Order No.1 covers the materials, labor and equipment to make such sprinkler repairs.

The extra work adds a total cost of \$2,560.80 to the project, resulting in a revised contract amount of \$609,938.05. There are sufficient funds in Account No. 21033506-85354.

Alternatives

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

1. Move to approve
2. Refer the issue to a Committee

3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council approve Change Order No. 1 for Asphalt Resurfacing Project No. 2019-AC-1.

Sample Motion

Move to approve the resolution.

Date of Issuance: August 27, 2019

PROJECT: Asphalt Resurfacing Project No. 2019-AC-1

CONTRACTOR: Gary Smith Construction Co., Inc.

CONTRACT DATE: March 8, 2019

Sprinkler repair is necessary at Central Nebraska Regional Airport, due to damage during roadway resurfacing in this area.

- Sprinkler Repair \$ 2,560.80

The changes result in the following adjustment to the Contract Amount:

Contract Price Prior to This Change Order\$607,377.25

Net Increase/Decrease Resulting from this Change Order\$ 2,560.80

Revised Contract Price Including this Change Order\$609,938.05

Approval Recommended:

By _____
John Collins PE, Public Works Director

Date _____

The Above Change Order Accepted:

Gary Smith Construction Co., Inc.
Contractor

By _____

Date _____

Approved for the City of Grand Island:

By _____
Jeremy L. Jensen, Mayor

Attest: _____
RaNae Edwards, City Clerk

Date _____

RESOLUTION 2019-260

WHEREAS, on February 26, 2019, via Resolution 2019-75, the City of Grand Island awarded Gary Smith Construction Co., Inc. of Grand Island, Nebraska the bid in the amount of \$607,377.25 for Asphalt Resurfacing Project No. 2019-AC-1; and

WHEREAS, it has been determined that modifications to the work to be performed by Gary Smith Construction Co., Inc. are necessary; and

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

WHEREAS, the result of such modifications will increase the contract amount by \$2,560.80.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor be, and hereby is, authorized and directed to execute Change Order No. 1 between the City of Grand Island and Gary Smith Construction Co., Inc. of Grand Island, Nebraska to provide the modifications set out as follows:

- Sprinkler Repair at Central Nebraska Regional Airport
\$2,560.80

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 27, 2019.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	▣ _____
August 23, 2019	▣ City Attorney



City of Grand Island

Tuesday, August 27, 2019

Council Session

Item G-17

#2019-261 - Approving Bid Award for Sidewalk District No. 1-2019; 13th Street

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

Council Agenda Memo

From: Keith Kurz PE, Assistant Public Works Director

Meeting: August 27, 2019

Subject: Approving Bid Award for Sidewalk District No. 1- 2019;
13th Street

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

Background

On July 25, 2019 the Engineering Division of the Public Works Department advertised for bids for the construction of Sidewalk District No. 1-2019; 13th Street.

Sidewalk District No. 1-2019 was created by the City Council on April 9, 2019 and continued on May 28, 2019.

The boundary for the proposed district was selected in order to provide a safe walking path for students to Westridge Middle School (see attached sketch). The new sidewalk will be approximately 985 feet in length.

Discussion

Two (2) bids were received and opened on August 13, 2019. The Engineering Division of the Public Works Department and the Purchasing Division of the City's Attorney's Office have reviewed the bids that were received. A summary of the bids is shown below.

<i>BIDDER</i>	<i>EXCEPTIONS</i>	<i>BID PRICE</i>
Carlos Guerrero Construction of Grand Island, NE	None	\$26,400.00
Galvan Construction of Grand Island, NE	None	\$33,170.00

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the bid award to the low compliant bidder, Carlos Guerrero Construction of Grand Island, Nebraska in the amount of \$26,400.00.

Sample Motion

Move to approve the bid award.



LOT 3
HANOVER
3RD SUB

LOT 1 - BLOCK 2
NEUMANN 2ND SUB

SIDEWALK DISTRICT BOUNDARY





Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: August 13, 2019 at 2:00 p.m.
FOR: Sidewalk District No. 1-2019; 13th Street
DEPARTMENT: Public Works
ESTIMATE: \$34,000.00
FUND/ACCOUNT: 10033002-85213
PUBLICATION DATE: July 25, 2019
NO. POTENTIAL BIDDERS: 11

SUMMARY

Bidder:	<u>Galvan Construction, Inc.</u> Grand Island, NE	<u>Carlos Guerrero Const.</u> Grand Island, NE
Bid Security:	Western Surety Co.	Cashier's Check
Exceptions:	None	None
Bid Price:	\$33,170.00	\$26,400.00

cc: John Collins, Public Works Director
Jerry Janulewicz, Interim City Administrator
Stacy Nonhof, Purchasing Agent

Catrina DeLosh, PW Admin. Assist.
Patrick Brown, Finance Director
Tim Golka, PW Engineer I

P2144

CONTRACT AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, **2019**, by and between **CARLOS GUERRERO CONSTRUCTION**, hereinafter called the Contractor, and the City of Grand Island, Nebraska, hereinafter called the City.

WITNESSETH:

THAT, WHEREAS, in accordance with law, the City has caused contract documents to be prepared and an advertisement calling for bids to be published, for construction of **Sidewalk District No. 1- 2019; 13th Street**; and

WHEREAS, the City, in the manner prescribed by law, has publicly opened, examined, and canvassed the proposals submitted, and has determined the aforesaid Contractor to be the lowest responsive bidder, and has duly awarded to the said Contractor a contract therefore, for the sum or sums named in the Contractor's bid, a copy thereof being attached to and made a part of this contract;

NOW, THEREFORE, in consideration of the compensation to be paid to the Contractor and of the mutual agreements herein contained, the parties have agreed and hereby agree, the City for itself and its successors, and the Contractor for itself or themselves, and its or their successors, as follows:

ARTICLE I. That the Contractor shall (a) furnish all tools, equipment, superintendence, transportation, and other construction materials, services and facilities; (b) furnish, as agent for the City, all materials, supplies and equipment specified and required to be incorporated in and form a permanent part of the completed work; (c) provide and perform all necessary labor; and (d) in a good substantial and workmanlike manner and in accordance with the requirements, stipulations, provisions, and conditions of the contract documents as listed in the attached General Specifications and Special Provisions, said documents forming the contract and being as fully a part thereof as if repeated verbatim herein, perform, execute, construct and complete all work included in and covered by the City's official award of this contract to the said Contractor, such award being based on the acceptance by the City of the Contractor's bid;

ARTICLE II. That the City shall pay to the contractor for the performance of the work embraced in this contract and the contractor will accept as full compensation therefore the sum (subject to adjustment as provided by the contract) of **TWENTY SIX THOUSAND FOUR HUNDRED AND 00/100 DOLLARS (\$26,400.00)** for all services, materials, and work covered by and included in the contract award and designated in the foregoing Article I; payments thereof to be made in cash or its equivalent in the manner provided in the General Specifications.

ARTICLE III. The contractor hereby agrees to act as agent for the City in purchasing materials and supplies for the City for incorporation into the work of this project. The City shall be obligated to the vendor of the materials and supplies for the purchase price, but the contractor shall handle all payments hereunder on behalf of the City. The vendor shall make demand or claim for payment of the purchase price from the City by submitting an invoice to the contractor. Title to all materials and supplies purchased hereunder shall vest in the City directly from the vendor. Regardless of the method of payment, title shall vest immediately in the City. The contractor shall not acquire title to any materials and supplies incorporated into the project. All invoices shall bear the contractor's name as agent for the City. This paragraph will apply only to these materials and supplies actually incorporated into and becoming a part of the finished product of **Sidewalk District No. 1- 2019; 13th Street**.

ARTICLE IV. All work associated with the contract shall be completed no later than **November 30, 2019**.

ARTICLE V. The Contractor agrees to comply with all applicable State fair labor standards in the execution of this contract as required by Section 73-102, R.R.S. 1943. The Contractor further agrees to comply with the provisions of Section 48-657, R.R.S. 1943, pertaining to contributions to the Unemployment Compensation Fund of the State of Nebraska. During the performance of this contract, the contractor and all subcontractors agree not to discriminate in hiring or any other employment practice on the basis of race, color, religion, sex, national origin, age or disability. The Contractor agrees to comply with all applicable Local, State and Federal rules and regulations.

ARTICLE VI. GRATUITIES AND KICKBACKS: City Code states that it is unethical for any person to offer, give, or agree to give any City employee or former City employee, or for any City employee or former City employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract to order.

ARTICLE VII. The City of Grand Island, Nebraska operates on a fiscal year beginning October 1st and ending on the following September 30th. It is understood and agreed that any portion of this agreement which will be performed in a future fiscal year is contingent upon the City Council adopting budget statements and appropriations sufficient to fund such performance.

ARTICLE VIII. FAIR EMPLOYMENT PRACTICES: Each proposer agrees that they will not discriminate against any employee or applicant for employment because of age, race, color, religious creed, ancestry, handicap, sex or political affiliation.

ARTICLE IX. LB 403: Every public contractor and his, her or its subcontractors who are awarded an agreement by the City for the physical performance of services within the State of Nebraska shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

IN WITNESS WHEREOF, the parties hereto have executed this Contract Agreement as of the date and year first above written.

CARLOS GUERRERO CONSTRUCTION

By _____ Date _____

Title _____

CITY OF GRAND ISLAND, NEBRASKA,

By _____ Date _____
Mayor

Attest: _____
City Clerk

The contract and bond are in due form according to law and are hereby approved.

_____ Date _____
Attorney for the City

APPENDIX A – TITLE VI NON-DISCRIMINATION -

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- (1) **Compliance with Regulations:** The contractor shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin, sex, age, and disability/handicap in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.
- (4) **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City of Grand Island 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 contractor shall so certify to the City of Grand Island, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the City of Grand Island shall 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 contractor under the contract until the contractor complies, and/or
 - (b.) cancellation, termination or suspension of the contract, in whole or in part.
- (6) **Incorporation of Provisions:** The contractor 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, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontract or procurement as the City of Grand Island or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: 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 contractor may request the City of Grand Island to enter into such litigation to protect the interests of the City of Grand Island, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

RESOLUTION 2019-261

WHEREAS, the City of Grand Island invited sealed bids for Sidewalk District No. 1- 2019; 13th Street, according to plans and specifications on file with the Public Works Department; and

WHEREAS, on August 13, 2019 bids were received, opened, and reviewed; and

WHEREAS, Carlos Guerrero Construction of Grand Island, Nebraska submitted a bid in accordance with the terms of the advertisement of bids and plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$26,400.00; and

WHEREAS, Carlos Guerrero Construction's bid is less than the estimate for such project.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Carlos Guerrero Construction of Grand Island, Nebraska in the amount of \$26,400.00 for Sidewalk District No. 1- 2019; 13th Street is hereby approved as the lowest responsible bid.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 27, 2019.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
August 23, 2019	☐ City Attorney



City of Grand Island

Tuesday, August 27, 2019

Council Session

Item G-18

**#2019-262 - Approving Addendum to Lease Agreement with the
Grand Island Tennis Association**

Staff Contact: Todd McCoy

Council Agenda Memo

From: Todd McCoy, Parks and Recreation Director

Meeting: August 27, 2019

Subject: Consideration to Approve Addendum #1 with Tennis Association to Lease Racquet Center Property

Presenter(s): Todd McCoy, Parks and Recreation Director

Background

On May 10, 2010 City Council approved a lease agreement with the Grand Island Tennis Association to operate the City owned Grand Island Racquet Center Property located at 2204 Bellwood Drive. For a fee of one dollar per month the Tennis Association agreed to operate and maintain the facility for tennis activities and make planned improvements to the property.

Since 2010, the Tennis Association has operated and maintained the tennis facility. They have provided tennis leagues, lessons, events, etc. The Tennis Association has been responsible for paying for repairs, utilities costs, mowing, snow removal, etc. They've made several improvements to the indoor courts, lights, front desk, and more.

Discussion

The 2010 agreement was updated in 2014 and is set to expire next month. The current agreement has an option to renew for an additional five years. The Parks and Recreation Department is recommending approval of Addendum #1 to extend the agreement an additional five years with the Tennis Association until September 30, 2024.

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 City Council approve Addendum #1 with the Tennis Association to operate and maintain the Racquet Center Property located at 2204 Bellwood Drive for an additional five years.

Sample Motion

Move to approve Addendum #1 with the Tennis Association to operate and maintain the Racquet Center Property for an additional five years.

LEASE AGREEMENT ADDENDUM #1

This Lease Agreement – Addendum #1, hereinafter this “Addendum,” by and between **City of Grand Island**, as “Lessor,” and **Grand Island Tennis Association**, as “Lessee.”

WHEREAS, Lessor and Lessee entered into Lease Agreement, commencing September 10, 2014 and ending September 30, 2019 by Resolution 2014-317; and

WHEREAS, Lessor and Lessee desire to renew the terms of this Lease; and

NO THEREFORE, in consideration of the mutual covenants contained herein, the parties amend this Lease as follows:

AGREEMENT

1. As to Section I, paragraph two (2), the Term of this Lease shall be renewed for a five (5) year renewal period commencing October 1, 2019 and ending on September 30, 2024.
2. NO OTHER CHANGES. Unless expressly amended hereby, all other terms and conditions contained in this Lease shall remain unchanged and in full force and effect, and are hereby ratified and confirmed. To the extent of any conflict between the provisions hereof and this Lease, the provisions of this Addendum shall govern and control and shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.
3. EFFECTIVE DATE. This Addendum shall be effective as of October 1, 2019.
4. ENTIRE AGREEMENT. This Addendum constitutes the entire and integrated agreement between Lessor and Lessee relating to the subject matter of this Addendum and supersedes all prior understandings, agreements, or representations, between the parties, written or oral, to the extent they relate in any way to the subjects of this Lease.
5. COUNTERPARTS. This Addendum shall be executed in duplicate original, each of which shall be deemed an original, but both of which, together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereby have executed this Addendum.

Attest:

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

RaNae Edwards, City Clerk

By: _____
Roger Steele, Mayor

Approved as to form by City Attorney _____
Approved by Resolution 2019- _____

STATE OF NEBRASKA)

) SS.

COUNTY OF HALL)

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by
Roger Steele, Mayor on behalf of the City of Grand Island, Nebraska, a municipal corporation.

Notary Public

GRAND ISLAND TENNIS ASSOCIATION,
Lessee

By: _____
Mike Martin, President

STATE OF NEBRASKA)

) SS.

COUNTY OF HALL)

The foregoing instrument was acknowledged before me this ____ day of _____, 2109,
by Mike Martin, President of the Grand Island Tennis Association.

Notary Public

LEASE AGREEMENT

This Lease Agreement made between the **CITY OF GRAND ISLAND, NEBRASKA**, a Municipal Corporation, hereinafter called the "Lessor" and the **GRAND ISLAND TENNIS ASSOCIATION**, hereinafter called the "Lessee".

WITNESSETH:

I.

That, in consideration of the covenants herein contained on the part of the Lessee to be observed and performed, the Lessor does hereby demise and lease unto the Lessee all that tract and parcel of land and improvements described as the Grand Island Racquet Center located at 2204 Bellwood Drive, Grand Island, Hall County, Nebraska.

To have and to hold said premises unto Lessee for a term of five (5) years beginning September 10, 2014. It is expressly understood and agreed by and between the parties that either party shall have the absolute right to provide to the other party ninety (90) days written notice to terminate the lease without any cause, at any time during the five (5) year period.

Lessee shall pay as rent therefore the sum of One Dollar (\$1.00) per month due and payable beginning on the tenth day of September, 2014, and on the first day of each month thereafter.

II.

The Lessee, for themselves, does hereby covenant with the Lessor:

- a. That the Lessee will pay the said rent at the times and the manner aforesaid, except only in the case of fire or other unavoidable casualty as hereinafter provided.
- b. The Lessee will not allow for any liens or encumbrances to be placed upon the property or improvements of the Lessor.
- c. The Lessee shall provide a comprehensive general public liability insurance policy in the amount of at least One Hundred Thousand Dollars (\$100,000.00) for one person or Three Hundred Thousand Dollars (\$300,000.00) for any one accident involving injury to more than one person, and property damage of not less than Fifty Thousand Dollars (\$50,000.00) for any one accident. The Lessee shall list the Lessor as an additional insured on its general public liability insurance policy.

- d. The Lessee will promptly pay for all utility bills which may become payable during the continuance of this Lease Agreement for all utilities used on said premises.
- e. The Lessee will keep the building and premises, including the plumbing and heating and air conditioning in good repair, reasonable wear and tear and damage by fire or other unavoidable casualty only excepted.
- f. The Lessee will not injure, overload or deface or suffer to be injured, overload or deface the premises or any part thereof.
- g. The Lessee will not make or suffer any unlawful, improper, or offensive use of the premises, or any use or occupancy thereof contrary to any law of the State or any ordinance of the City now or hereafter made, or which shall be injurious to any person or property, or which shall be liable to endanger or effect any insurance on the said building or to be placed upon the building except such as Lessor shall in writing approve:
- i. The Lessee shall not assign, sublet or part with the possession of the whole or any part of the leased premises without first obtaining the written consent of the Lessor.
- j. The Lessor, at any reasonable time, may enter to view the premises and to make repairs which the Lessor may see fit to make, or show the premises to persons who may wish to lease or buy the premises as Lessor may see fit.
- k. That at the expiration of said term, the Lessee will peaceably yield up to the Lessor the premises and all improvements made upon the same, in good repair in all respects, reasonable use and wear and damage by fire or unavoidable casualties excepted, as the same now are and may be put in by the parties.
- l. No consent, express or implied by the Lessor to any breach of any of the Lessee's covenants shall be deemed to be a waiver of any succeeding breach of the same or any other covenant.
- m. Lessee will provide a telephone line to the facility. If Lessee chooses to install an alarm system, Lessee will provide the alarm monitoring service.

III.

It is also agreed, that in case the leased premises or any part thereof shall at any time during the said term be destroyed or damaged by fire or other unavoidable casualty so as to be unfit for occupancy and use, and so that the premises cannot be rebuilt or restored by the Lessor within one hundred twenty (120) days thereafter, then and in that case this Lease Agreement shall end.

IV.

Lessee agrees that it will not discriminate against any employee or applicant for employment to be employed in the performance of this Lease Agreement, with respect to his hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment because of his race, color, religion, national origin or ancestry. The Lessee further agrees to maintain a drug free environment at all times on the leased premises. Breach of this covenant may be regarded as a material breach of the Lease Agreement.

V.

Lessee agrees that tennis shall remain the main focus of the Racquet Center and to maintain an appropriate schedule of tournaments and leagues.

Lessee agrees that it shall be responsible for all landscape maintenance, including all mowing; and, furthermore, including all snow removal. Any landscaping modifications may be performed by Lessee upon obtaining written consent from the Director of the Parks and Recreation Department.

VI.

The Lessee and Lessor agree to partner in the construction design and cost of up to six new tennis courts at Ryder Park which is the subject of a separate agreement. The parties agree to adhere to the terms of that agreement and any material breach of its terms shall serve as grounds for the termination of this lease.

VII.

Upon the expiration of the five (5) year term of the lease, the parties agree that the parties shall have the option to renew the lease for an additional five (5) year term.

All notices of default, termination, and insurance coverages outlined in any other portion of this lease shall be binding for any of the extensions.

VIII.

Lessee agrees to indemnify the Lessor for any claim made by the Lessee's employees or by any other persons, for personal injury or property damage arising out of the Lessee's use of equipment on the premises or equipment brought onto the premises after the commencement of this Lease Agreement, which Lessee agrees to accept at all times during the term of this Agreement as is, where is, and the Lessor has no responsibility for its condition or state of repair. Lessee agrees not to remove from the Lessor's premises any equipment or property located on the leased premises at the commencement of this Lease, except as authorized in writing by the Lessor.

IX.


Before exercising any remedies for breach, default or failure to perform under this Lease Agreement, the defaulting party shall be given thirty (30) days written notice of such default or failure to perform. If the act is such that it cannot be cured within a thirty (30) day period, this period may be extended upon written agreement of the parties, providing that the defaulting party commences to cure such default within said 30 day period and proceeds diligently thereafter to effect such cure.

IIX.

In the event either party institutes legal proceedings against the other for breach of this Lease Agreement, the party against whom a judgment is entered shall pay all reasonable costs and expenses relative thereto, including reasonable attorney fees.

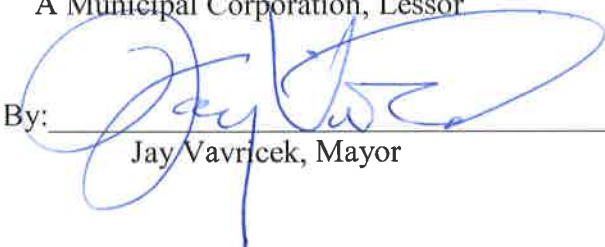
IN WITNESS WHEREOF, the parties hereby have executed this Lease Agreement.

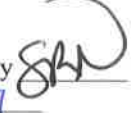
Attest:


RaNae Edwards, City Clerk

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

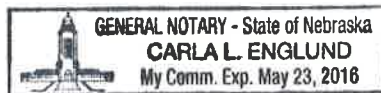
By:


Jay Vavricek, Mayor

Approved as to form by City Attorney 
Approved by Resolution 2014- 317

STATE OF NEBRASKA)
) SS.
COUNTY OF HALL)

The foregoing instrument was acknowledged before me this 15th day of October, 2014, by Jay Vavricek, Mayor on behalf of the City of Grand Island, Nebraska, a municipal corporation.




Notary Public

GRAND ISLAND TENNIS ASSOCIATION,
Lessee

By:


Todd Jacobson, President

STATE OF NEBRASKA)
) SS.
COUNTY OF HALL)

The foregoing instrument was acknowledged before me this 14 day of October, 2014,
by Todd Jacobson, President of the Grand Island Tennis Association.



Eileen McMillan
Notary Public

RESOLUTION 2019-262

WHEREAS, in September of 2014 City Council approved a lease agreement with the Grand Island Tennis Association to operate the City owned Racquet Center Property; and

WHEREAS, the Tennis Association has maintained the Racquet Center Property as per lease agreement; and

WHEREAS, within Addendum #1 the City Parks & Recreation Department is recommending renewing the lease for an additional five years with the Grand Island Tennis Association; and

WHEREAS, the Agreement has been reviewed and approved by the City Attorney's office.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the agreement for the Grand Island Tennis Association for management and operation of the Racquet Center is hereby approved.

BE IT FURTHER RESOLVED, that the Mayor be, and hereby is, authorized and directed to sign on behalf of the City of Grand Island, the Agreement by and between the City and the Grand Island Tennis Association.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 27, 2019.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
August 23, 2019	☐ City Attorney



City of Grand Island

Tuesday, August 27, 2019

Council Session

Item G-19

**#2019-263 - Approving Addendum to Lease Agreement with the
Nebraska State Patrol**

Staff Contact: Todd McCoy

Council Agenda Memo

From: Todd McCoy, Parks and Recreation Director

Meeting: August 27, 2019

Subject: Approving Renewal of Building Lease with the Nebraska State Patrol

Presenter(s): Todd McCoy, Parks and Recreation Director

Background

Since the City purchased the former Cornhusker Army Ammunition Plant (CAAP) to build Heartland Public Shooting Park (HPSP) the City has been leasing one of the original CAAP buildings to the Nebraska State Patrol for storage.

Discussion

The Parks and Recreation Department recommends renewing the lease with the Nebraska State Patrol for two additional years. The State Patrol is a reliable tenant that mows the property, maintains landscaping, completes minor building repairs, and handles the snow removal. The recommended lease is \$800 annually.

Not included in the agreement the State Patrol proposes to make over \$80,000 of improvements to the building which include replacing the roof, mold mitigation, and HVAC updates.

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 City Council approve the resolution authorizing the extension of the lease with the Nebraska State Patrol for an additional two year period.

Sample Motion

Move to approve the resolution authorizing the City to extend the lease for an additional two years to the Nebraska State Patrol in the amount of \$800.00 annually.

LEASE AGREEMENT - ADDENDUM #9

This Lease Agreement - Addendum #9, hereinafter this "Addendum," by and between **City of Grand Island**, as "Lessor," and **Department of Administrative Services, State Building Division**, as "Lessee," acting on behalf of **Nebraska State Patrol**, as "Tenant Agency," for storage space located at:

**Cornhusker Army Ammunition Plant Site, Building A-30
Grand Island, NE**

WHEREAS, Lessor and Lessee entered into that certain Lease Agreement, commencing May 22, 2001 and ending on April 30, 2002; renewed by Resolution 2002-67 (Addendum #1), dated March 12, 2002; renewed by Resolution 2003-155 (Addendum #2), dated June 10, 2003; renewed by Resolution 2004-74 (Addendum #3), dated April 13, 2004; renewed and modified by Resolution 2005-141 (Addendum #4), dated May 10, 2005, for electrical upgrade; renewed by Addendum #5, dated May 1, 2007; renewed by Addendum #6, dated May 1, 2009; renewed by Addendum #7, dated May 1, 2011; renewed by Addendum #8, dated May 1, 2013; renewed by Addendum 9, dated May 1, 2015; and

WHEREAS, Lessor and Lessee desire to renew the terms of this Lease; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties amend this Lease, as follows:

AGREEMENT

1. As to Section 2. TERM OF LEASE, the Term of this Lease shall be renewed for a two (2) year renewal period commencing August 1, 2019 and ending on July 31, 2021.

2. NO OTHER CHANGES. Unless expressly amended hereby, all other terms and conditions contained in this Lease shall remain unchanged and in full force and effect, and are hereby ratified and confirmed. To the extent of any conflict between the provisions hereof and this Lease, the provisions of this Addendum shall govern and control and shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

3. EFFECTIVE DATE. This Addendum shall be effective as of August 1, 2019.

4. ENTIRE AGREEMENT. This Addendum constitutes the entire and integrated agreement between Lessor and Lessee relating to the subject matter of this Addendum and supersedes all prior understandings, agreements, or representations, between the parties, written or oral, to the extent they relate in any way to the subjects of this Lease.

5. COUNTERPARTS. This Addendum shall be executed in duplicate original, each of which shall be deemed to the an original, but both of which, together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the day and year last below written.

LESSEE:

Amber Brannigan, Administrator
Administrative Services, State Building Division

Date

LESSOR:

Roger Steele, Mayor
City of Grand Island

Date

ACKNOWLEDGMENT

STATE OF NEBRASKA, COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____ 2019 by Roger Steele, Mayor, on behalf of the City of Grand Island.

Affix seal here.

Notary Public Signature

STATE OF NEBRASKA
DEPARTMENT OF ADMINISTRATIVE SERVICES
STATE BUILDING DIVISION #65152164
STORAGE LEASE AGREEMENT



This Storage Lease Agreement, hereinafter this "Lease," executed in duplicate, is by and between the City of Grand Island, a municipal corporation, hereinafter known as "Lessor," and Department of Administrative Services, State Building Division, an agency of the State of Nebraska, hereinafter known as "Lessee," acting on behalf of the Nebraska State Patrol, hereinafter known as "Tenant Agency," collectively the "Party" or "Parties."

1. **Premises.** Lessor hereby leases, subject to the terms, covenants and conditions set forth in this Lease, to Lessee, the premises located at:

**FORMER CORNHUSKER ARMY AMMUNITION PLANT SITE
6788 W HUSKER HWY BUILDING A-30
ALDA NE 68810**

hereinafter "Demised Premises," which consists of 4,755 square feet of leasable storage area, shown on the floor plan attached hereto and incorporated herein as *Exhibit A – Demised Premises Floor Plan* and a parking lot northeast of Building A-30 for inert storage purposes as shown on a site plan attached hereto and incorporated herein as *Exhibit E - Parking Lot Plan*. Lessor warrants and represents that it is the owner of the Demised Premises. The Demised Premises are being leased for the sole purpose of storage space.

- 1.1 **Common Areas – Definition.** "Common Areas" are all areas and facilities outside the Demised Premises and within the exterior boundary line of the building and grounds and interior utility raceways within the Demised Premises that are provided and designated by Lessor from time to time for the general non-exclusive use of Lessor, Lessee/Tenant Agency and other tenants of the building and their respective employees, suppliers, shippers, tenants, contractors and invitees.
- 1.2 **Common Areas – Lessee/Tenant Agency's Rights.** Lessor hereby grants to Lessee, for the benefit of Tenant Agency and its employees, suppliers, shippers, contractors, customers and invitees, during the term of this Lease, the non-exclusive right to use, in common with others entitled to such use, the Common Areas as they exist from time to time, subject to any rights, powers, and privileges reserved by Lessor under the terms hereof.

2. Term.

- 2.1 The term of this Lease, hereinafter "Term," shall be for an initial term of 2 years, commencing on May 1, 2015, hereinafter the "Commencement Date," and ending on April 30, 2017, hereinafter the "Expiration Date," unless sooner terminated as hereinafter provided. This Lease shall in no case become effective until all required signatures and exhibits have been obtained and Demised Premises are ready for full legal occupancy. If Tenant Agency occupies said Demised Premises prior to Commencement Date, rent will commence at time of said occupancy and shall be

prorated based on the number of days in the month of earlier occupancy. The Expiration Date shall remain the same despite the earlier occupation by Tenant Agency.

2.2 Intentionally Omitted.

2.3 It is agreed between Lessor and Lessee that in the event Lessor, Lessee and Tenant Agency have fully complied with all the terms and conditions of this Lease, in that event, Lessee prior to the expiration of the original Term of this Lease shall have the right exercisable at its sole option to renew the Lease for additional terms, hereinafter "Renewal Term," as mutually agreed by all Parties in writing, upon the same terms and conditions as those set forth in the original Lease, including the right to negotiate the rental rate, provided Lessee notifies Lessor in writing of its exercise of such right within forty-five (45) calendar days before the end of the original Term of this Lease. If any of the terms or conditions of this Lease are to be changed at the time of renewal, said changes must be mutually agreed to in writing between all Parties.

3. Rent.

3.1 Lessee shall pay Lessor rent in one annual installment payable in advance on the first (1st) day of May throughout the Term of this Lease. Rent payable hereunder for any period of time less than one (1) year shall be determined by prorating the annual rent. Rent shall be made payable to:

CITY OF GRAND ISLAND – PARKS & RECREATION

and sent to Lessor's financial institution as designated by Lessor at the time of this Lease, or during the Term of this Lease to such other financial institution, as designated in writing and served as notice to Lessee.

3.2 Tenant Agency will occupy 4,755 square feet of space. The actual rentable area of the Demised Premises shall be determined in accordance with the Standard Method for Measuring "Floor Area in Office Buildings, Approved June 7, 1996 ("BOMA Standards") by the American National Standards Institute, Inc. (ANSI/BOMA 265.1-1996).

3.3 The payment schedule for the Term of this Lease shall be as follows:

Description	SF	Rate	Annual Rent
Inert Storage Space	4,755	\$0.16	\$800.00

3.4 Intentionally Omitted.

4. Termination.

4.1 This Lease may be terminated by Lessee by written notice to Lessor if sufficient appropriated funds are not available to Lessee and/or Tenant Agency for the purpose of paying necessary operating expenses of Tenant Agency, including rent on the Demised Premises. If any Governor's budget message is such that it does not include sufficient appropriated funds to pay necessary operating expenses of Tenant Agency, including rent hereunder, notice of such fact shall be given promptly to Lessor, and if at any time it appears that appropriated funds will be depleted in the

future, or such funds are not sufficient to pay necessary operating expenses of Tenant Agency including rent hereunder, notice of such fact and the estimated date of depletion shall be given promptly to Lessor. If only a portion of the funds sufficient to pay the necessary operating expenses of Tenant Agency including rent hereunder are appropriated, this Lease may be kept in force with a prorata share of the space and corresponding rent decreased. Any such reduction shall be agreed upon by Lessor, Lessee and Tenant Agency.

- 4.2 Lessor and Lessee each shall have the right to cancel this Lease, for any reason whatsoever including no reason, upon giving one hundred eighty (180) days notice of such cancellation in writing to the other Party.
- 4.3 Lessee may terminate this Lease immediately without penalty for the following reasons: (a) if directed to do so by statute; (b) if Lessor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business; (c) if a trustee or receiver of Lessor or of any substantial part of Lessor's assets has been appointed by any court; (d) in the case of fraud, misappropriation embezzlement, malfeasance, misfeasance, or illegal conduct by Lessor, its employees, officers, directors, or shareholders; (e) if an involuntary proceeding has been commenced by any party against Lessor under any one of the chapters of Title 11 of the United States Code and (i) if the involuntary proceeding has been pending for at least sixty (60) days; or (ii) Lessor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) Lessor has been decreed or adjudged a debtor; (f) A voluntary petition has been filed by Lessor under any of the chapters of Title 11 of the United States Code.
- 4.4 Lessee may terminate this Lease, in whole or in part, if Lessor fails to perform its obligations under this Lease in a timely and proper manner. Lessee may, by providing a written notice of default to Lessor, allow Lessor to cure a failure or breach of this Lease within a period of thirty (30) days. Allowing Lessor time to cure a failure or breach of contract does not waive Lessee's right to immediately terminate this Lease for the same or different contract breach which may occur at a different time.
- 4.5 If the whole or substantial part of the building or Demised Premises shall be taken or condemned by any competent authority for any public use or purpose, unless otherwise agreed upon in writing by the Parties, this Lease shall end upon and not before the date when possession of the part so taken shall be required for such use or purchase, and without apportionment of the award, and current rent shall be apportioned to the date of termination.
- 4.6 If Lessee opts to terminate this Lease during the Term for any reason other than non-appropriations or failure of Lessor to comply with the terms and conditions, Tenant Agency will be responsible for any outstanding Tenant Improvement costs and such amount shall be based on the number of years remaining on the agreed to original Term.

If Lessor opts to terminate this Lease during the Term for any reason other than failure of Lessee to comply with the terms and conditions, Lessor will be responsible for any outstanding Tenant Improvements remaining on the original Term.

5. Notices. All notices herein provided to be given, or which may be given, by either Party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, postage prepaid, certified return receipt, or overnight delivery and addressed as follows:

To Lessor at:

CITY OF GRAND ISLAND
ATTN: PARKS AND RECREATION DIRECTOR
PO BOX 1968
GRAND ISLAND NE 68802-1968
Phone: (308) 385-5444 ext. 290
Email: toddm@grand-island.com

To Lessee at:

AS/BUILDING DIVISION
ATTN: 65152164
PO Box 98940
Lincoln, NE 68509-8940
Phone: (402) 471-8221
Email: sarah.mccarter@nebraska.gov

6. Assignment and Subletting.

- 6.1 Lessee shall not assign this Lease without the written consent of Lessor, which shall not be unreasonably withheld. Any occupant, assignee, or sub-lessee must agree to abide by all of the terms and provisions of this Lease. Lessor shall not assign this Lease without the written consent of Lessee, which shall not be unreasonably withheld.
- 6.2 Notwithstanding the provisions of Section 6.1, above, Lessee may assign or sublet the Demised Premises, or any portion thereof, to any agency, board or commission of the State of Nebraska provided that said assignee assumes, in full the obligations of Lessee under this Lease and has sufficient appropriated funds available to assignee for the purpose of paying necessary operating expenses of the assignee, including rent on the Demised Premises.

7. Inspection – Right to Enter Premises. Lessee and/or Tenant Agency agree to permit Lessor and/or its authorized representative to enter the Demised Premises during usual business hours for the purposes of inspecting the same, subject to permission, accompaniment and supervision of Tenant Agency. Lessee and/or Tenant Agency agree that Lessor may enter the Demised Premises at any reasonable time for the purpose of making necessary repairs for which Lessor is responsible for such repairs that are demonstrably necessary for the safety and preservation of the Demised Premises, subject to permission, accompaniment and supervision of Tenant Agency.

8. Fixtures and Personal Property. Any trade fixtures, equipment or personal property installed in or attached to the Demised Premises by or at the expense of Lessee and/or Tenant Agency, shall be and remain the property of Lessee and/or Tenant Agency and Lessor agrees that Lessee and/or Tenant Agency shall have the right to remove any or all of its personal property, trade fixtures and equipment. Equipment and other personal property which may have been stored or installed by or at the expense of Lessor shall be and remain the property of Lessor. Tenant Agency agrees that it will, at its expense, repair any damage occasioned to the Demised Premises by reason of the removal of its trade fixtures, equipment and other personal property.

9. Alterations. Lessee and Tenant Agency will not permit any alterations or additions to any part of the Demised Premises, except by written consent of Lessor, which consent shall not be unreasonably withheld. All alterations to the Demised Premises shall remain for the benefit of Lessor unless otherwise provided in said consent. Notwithstanding the foregoing, Tenant Agency may, with or without consent of Lessor, make additions, alterations, repairs or other changes to the Demised Premises of a non-structural nature, provided that upon

completion of such alterations and additions, the fair market value of the Demised Premises and rental value thereof will not be less than the fair market value and rental value of the Demised Premises immediately prior to such alterations and additions. Said fair market value and rental value shall be determined by a licensed real estate appraiser, in good standing in the State of Nebraska, mutually agreed to by Lessee and Lessor.

10. Return of Premises. At the conclusion of this Lease or any extension thereof, Lessee shall return the Demised Premises to Lessor in the same condition as it was received at origination of this Lease, normal wear and tear excepted as provided in Section 9, above. If at the conclusion of this Lease or any extension thereof, Lessor is of the opinion that Tenant Agency is not leaving the Demised Premises in the same condition as it was received, normal wear and tear excepted, then such costs of restoration will be mutually agreed upon between the Parties. If the costs cannot be agreed upon, the costs will be determined by a panel of three (3) persons consisting of Lessee, Lessor, and one (1) person selected by mutual consent of the Parties.

11. Destruction of Premises.

11.1 If a portion of the Demised Premises or the building is damaged by fire, unavoidable casualty, Act of God, or some other event that renders the Demised Premises unfit ("Event") such that Lessee is prevented from conducting its business in the premises in a manner reasonably comparable to that conducted immediately before such Event, then Lessee may terminate this Lease by delivering written notice to Lessor of its election to terminate immediately after the Event. The portion of any lease payment which is attributed to the period of time after the Lease has been terminated in the above manner shall be refunded by Lessor to Lessee. If Lessee does not so timely terminate this Lease, then Lessor shall repair the building or the Demised Premises, as the case may be, as provided below, and the lease payment for the portion of the Demised Premises rendered unusable for Tenant Agency's purposes by the damage or repair shall be abated on a reasonable basis from the date of damage until the completion of the repair, unless a Tenant Agency agent, invitee or employee caused such damage, in which case, Tenant Agency shall continue to pay the lease payment without abatement.

11.2 Lessor shall, within fifteen (15) days after such Event, deliver to Lessee a good faith estimate of the time needed to repair the damage caused by such Event. Lessor shall be responsible for repairing the same in a timely manner at Lessor's own expense and the lease payments shall be suspended from the time of the Event until the Demised Premises have been put in substantially the same condition as they existed immediately before such Event.

12. Repair and Maintenance. During the Term of this Lease, Lessee shall maintain the Demised Premises and associated parking lot including, but not limited to, mowing, spraying, hand grubbing, or any combination of these methods, general landscaping, sidewalks, building entrances and graveled and concrete parking areas, and proper drainage to prevent erosion, the roof, exterior walls, exterior doors, exterior windows and corridors of the building, and any building equipment in good repair and tenantable condition.

As applicable, Lessee's obligations include, but are not limited to, the maintenance and repair of the plumbing, heating, electrical, air-conditioning and ventilating equipment and fixtures, and consequential damages that result from plumbing, window and roof leaks to the end that all such facilities are kept in good operative condition except in case of damage arising from a willful or negligent act of Lessor's agent, invitee, or employee. In addition, it is the responsibility of Lessor to ensure that the electrical power to the Demised Premises is distributed in such a way to make it convenient to provide reasonably adequate outlets to the storage space; this

is in addition to reasonably adequate electrical power required for general lighting and heating, ventilating and air conditioning equipment, if applicable. Lessee's obligations shall also include, but are not limited to, furnishing and replacing electrical light bulbs, fluorescent tubes, ballasts and starters and air conditioning and ventilating equipment filters.

13. Services and Utilities.

- 13.1 Utilities: Tenant Agency shall pay all utility costs for services necessary in the Demised Premises during the original Term and any Renewal Term of this Lease.
- 13.2 Intentionally Omitted.
- 13.3 Parking: Lessor shall provide Tenant Agency access to the parking lot located in the US Air Force Small CONUS Ground Station, which is 675 feet northeast of Building A-30 in a fenced-in area.
- 13.4 Other: Lessee will provide snow/ice removal from the surrounding sidewalks and entrance of the Demised Premises and associated parking lot. All maintenance-related services including, but not limited to, electrical (including light tube/bulb/ballast replacement and installation), pest control, structural, roof, etc., for the Demised Premises, shall be provided by Tenant agency.
- 13.5 Intentionally Omitted.
- 13.6 Intentionally Omitted.
- 13.7 Intentionally Omitted.

14. Holding Over. In the event Lessee remains in possession of the Demised Premises after the expiration of the Term or any Renewal Term thereof, this Lease shall be automatically extended on a month-to-month basis, subject to termination by either Party by providing thirty (30) days written notice of termination to the other Party, and otherwise on the terms and conditions herein specified. Rent payable during any holdover period shall be the same as the monthly rent payable in the last month prior to expiration unless another amount is mutually agreed upon in writing by Tenant Agency, Lessee and Lessor.

15. Compliance with Law.

- 15.1 Lessor shall, at its expense, comply with all applicable statutes, charters, laws, ordinances, building and maintenance codes, rules, regulations, requirements and orders of duly constituted public authorities now or hereafter in any manner affecting the Demised Premises, or the use thereof, or the sidewalks, alleys, streets, and ways adjacent thereto, whether or not any such statutes, charters, laws, ordinances, rules, regulations, requirements, or orders which may be hereinafter enacted involve a change of policy on the part of the governmental body enacting the same.

Lessee shall not conduct or allow to be conducted any illegal or prohibited activity on the premises and specifically shall not conduct or allow to be conducted any activities which violate any of the environmental laws, regulations, rules, or other regulatory measures of the United States Environmental Protection Agency (USEPA) or Nebraska Department of Environmental

Quality (NDEQ). The Lessee shall be responsible for and hold the Lessor harmless from all claims, costs, penalties, or any other consequences associated with violations of environmental laws committed by the Lessee.

- 15.2 The Demised Premises shall meet all current applicable code requirements, including but not limited to fire/life safety codes and the Americans with Disabilities Act Accessibility Guidelines. The HVAC System must be able to maintain a constant 72 °F temperature under all conditions. HVAC system in all spaces proposed are required to meet current thermal environmental conditions for human occupancy (ASHREA standard 55-2004) and ventilation (ASHRAE standard 62.1-2007).
- 15.3 Lessor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

Intentionally Omitted.

16. Liabilities – Limited or Negligent Acts. Lessee and/or Tenant Agency shall not be responsible for any liabilities resulting from negligent acts or omissions of Lessor, its agents, invitees or employees, and Lessor will hold Lessee and/or Tenant Agency harmless from any damages or injuries caused by Lessor, its agents, invitees or employees.

Lessor shall not be responsible for any liabilities resulting from the negligent acts or omissions of Lessee and/or Tenant Agency, its agents, employees or invitees.

17. Default.

- 17.1 In the event Tenant Agency and/or Lessee fails to pay any lease payment due herein or fails to keep and perform any of the other terms or conditions hereof, Lessor may serve written notice of default upon Lessee. Upon such receipt, Lessee and/or Tenant Agency shall have thirty (30) days to cure the default so noted in the notice of default. If, after said cure period the default has not been cured, Lessor may resort to any and all legal remedies or combination of remedies which Lessor may desire to assert, including but not limited to one or more of the following: (1) declare the Lease terminated; (2) file a claim for the lease payment due under the Lease and/or for any damages sustained by Lessor; (3) continue the Lease in effect and relet the Demised Premises on such terms and conditions as Lessor may deem advisable with Lessee and/or Tenant Agency remaining liable for the monthly lease payment until the Demised Premises is relet.
- 17.2 No action by Lessor shall be construed as an election to terminate the Lease unless written notice of such intention is given to Lessee by certified mail, return receipt requested.
- 17.3 In the event Lessor fails or refuses to comply with any requirements of the Lease within thirty (30) days of the event giving rise to the requirement or in the event of an emergency constituting a

hazard to the health or safety of Lessee's and/or Tenant Agency's employees, property, or invitees, Lessee and/or Tenant Agency may perform such maintenance or make such repair at its own cost and, in addition to any other remedy Lessee and/or Tenant Agency may have, may deduct the amount thereof from the lease payment that may then be or thereafter become due hereunder.

18. Compliance with Civil Rights Laws and Equal Opportunity Employment. Lessor shall comply with all applicable local, state and federal statutes and regulations regarding civil rights and equal opportunity employment. Neither Lessor nor any subcontractors of Lessor shall discriminate against any employee or applicant for employment, to be employed in the performance of this Lease, with respect to the employee or applicant hire, tenure, terms, conditions or privileges of employment, because of his or her race, color, religion, sex, disability or national origin.

19. Drug Free Workplace. Lessor certifies that it maintains a drug free workplace environment to ensure worker safety and workplace integrity. Lessor agrees to provide a copy of its drug free workplace policy at any time upon request by Lessee.

20. Lessor Site Policies, Rules and Regulations, Smoking Policy and Signage Criteria. Tenant Agency shall use its best efforts to ensure that its employees, agents and subcontractors comply with Lessor's site Policies, Rules and Regulations, while on Lessor's premises, attached hereto and incorporated herein as *Exhibit H-1, Rules and Regulations*. Tenant Agency shall use its best efforts to ensure the policies, rules and regulations are adhered to inside and outside the Demised Premises.

If Tenant Agency must perform on-site work outside of the daily operational hours as provided to Lessor, Tenant Agency must make arrangements with Lessor to ensure access to the facility and Tenant Agency equipment.

Tenant Agency shall not place any advertising signage without prior written approval of Lessor.

Tenant Agency shall use its best efforts to ensure the smoking policy is complied with on Lessor's Demised Premises, both inside and outside the building, attached hereto and incorporated herein as *Exhibit H-3, Smoking Policy*.

21. Insurance and Notice of Self-Insurance. Lessor shall provide proof it has obtained all the insurance required hereunder and such insurance shall be approved by Lessee. Approval of the insurance by Lessee does not relieve or decrease the liability of Lessor hereunder. If by the terms of any insurance, a mandatory deductible is required or if Lessor elects to increase the mandatory deductible amount, Lessor shall be responsible for payment of the amount of the deductible in the event of a paid claim. This Section 21 shall in no way affect the indemnification, remedy, or warranty provisions set forth in this Lease or Lessee's right of recovery thereunder.

21.1 Lessor shall take out and maintain during the life of this Lease the statutory Workers' Compensation and Employers' Liability Insurance for all of its employees to be engaged in work for Lessor. Lessor shall require any subcontractor similarly to provide Workers' Compensation and Employers' Liability Insurance for all of the latter's employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the state in which the work is being performed, including Occupational Disease. This policy shall include a waiver of subrogation

in favor of Lessee. The amounts of the insurance shall not be less than the limits stated hereinafter.

21.2 Lessor shall take out and maintain during the life of this Lease such Commercial General Liability insurance as shall protect it and any subcontractor performing work covered by this Lease from claims for damages for bodily injury, including death, as well as from claims for property damage, which may arise from operations under this Lease, whether such operation be by Lessor or any subcontractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall not be less than the limits stated hereinafter. The Commercial General Liability insurance shall be written on an occurrence basis, and provide Premises/Operations, Products/Completed Operations, Independent Contractors, Personal Injury and Contractual Liability coverage, and shall include Lessee as an Additional Insured. This policy shall be primary, and any insurance or self-insurance carried by the State shall be considered excess and non-contributory.

21.3 Lessor shall take out and maintain during the life of this Lease such Commercial Automobile Liability insurance as shall protect it and any subcontractor performing work covered by this Lease from claims for damages for bodily injury, including death, as well as from claims for property damage, which may arise from operations under this Lease whether such operation be by Lessor or any subcontractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall not be less than the limits stated hereinafter. The Commercial Auto Liability insurance shall be written to cover all Owned, Non-owned and Hired vehicles.

21.4 Insurance Coverage Amounts Required.

21.4.1 Workers' Compensation and Employer's Liability

<i>Coverage A –</i>	<i>Statutory</i>
<i>Coverage B –</i>	
<i>Bodily Injury by Accident -</i>	\$100,000 each accident
<i>Bodily Injury by Disease -</i>	\$500,000 policy limit
<i>Bodily Injury by Disease -</i>	\$100,000 each employee

21.4.2 Commercial General Liability

<i>General Aggregate -</i>	\$2,000,000
<i>Products/Completed Operations Aggregate-</i>	\$2,000,000
<i>Personal/Advertising Injury -</i>	\$1,000,000 any one person
<i>Bodily Injury/Property Damage -</i>	\$1,000,000 per occurrence
<i>Fire Damage -</i>	\$50,000 any one fire
<i>Medical Payments -</i>	\$5,000 any one person

21.4.3 Commercial Automobile Liability

<i>Bodily Injury/Property Damage -</i>	\$1,000,000 combined single limit
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21.4.4 Umbrella/Excess Liability

<i>Over primary insurance -</i>	\$1,000,000 per occurrence
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21.5 Lessor shall furnish Lessee with a certificate of insurance coverage, attached hereto and incorporated herein as *Exhibit I, Certificate of Insurance*, which shall be submitted to Lessee annually thereafter through the Term of this Lease. The certificate shall include the name of the company, policy numbers, effective dates, dates of expiration and amounts and types of coverage afforded. If Lessee is damaged by the failure of Lessor to maintain such insurance, then Lessor shall be responsible for all reasonable costs properly attributable thereto.

21.6 Lessee shall furnish Lessor with a certificate of self-insurance coverage, attached hereto and incorporated herein as *Exhibit I-2, Certificate of Self-Insurance*, which provides coverage for the original Term and any Renewal Term of this Lease. Lessee, under the provisions of R.R.S., 1943, § 81-8,239.01, self-insures all such exposures and is financially capable of retaining those losses should they occur. If there is a liability loss under the provisions of this Lease, a claim may be filed with the State Claims Board and, if approved, will be paid from the State Tort Claims Act, R.R.S., 1943, § 81.8,209.08, et seq., and any other provision of law. Workers' Compensation is statutorily required in Nebraska and Lessee is fully self-insured. Occupational diseases are fully covered by law.

22. Amendments and Binding Effect. This Lease may not be amended except by instrument in writing signed by Lessor and Lessee. No provision of this Lease shall be deemed to have been waived by either Party unless such waiver is in writing signed by the applicable Party and no custom or practice which may evolve between the Parties in the administration in the terms hereof shall waive or diminish the right of either Party to insist on the performance of the other Party in strict accordance with the terms hereof.

23. Severability. If any clause or provision of this Lease is illegal, invalid, or unenforceable under present or future laws, then the remainder of this Lease shall not be affected thereby and in lieu of such clause or provision, there shall be added as a part of this Lease a clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid, and enforceable.

24. Entire Agreement. This Lease constitutes the entire agreement between Lessor and Lessee regarding the subject matter hereof and supersedes all oral statements and prior writings relating thereto. Except for those set forth in this Lease, no representations, warranties or agreements have been made by Lessor or Lessee to the other with respect to this Lease or the obligations of Lessor or Lessee in connection therewith. The normal rule of construction that any ambiguities be resolved against the drafting Party shall not apply to the interpretation of this Lease or any exhibits or amendments hereto.

25. Lessor Stipulations - Taxes. Any and all taxes imposed by the State of Nebraska or its political subdivisions upon the Demised Premises shall be paid promptly by the Lessor. Proof of such payment shall be provided to Lessee and Tenant Agency for reimbursement to Lessor by Tenant Agency.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.

IN WITNESS WHEREOF, the Parties have executed this Lease as of the day and year last below written.

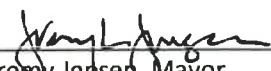
LESSOR:

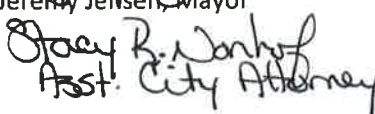
ATTEST:

CITY OF GRAND ISLAND, NEBRASKA,
A Municipal Corporation,



ReNae Edwards, City Clerk



Jeremy Jensen, Mayor


Stacy B. Winkhof
Asst. City Attorney

LESSEE:



Byron Diamond, Director
Department of Administrative Services

6/30/2015

Date



Rodney Anderson, Administrator
AS/State Building Division

6/30/2015

Date

Exhibit A – Demised Premises Floor Plan (Section 1)



Exhibit B – Tenant Improvements (Section 2) Intentionally Omitted

Exhibit C - Acknowledgement of Acceptance of the use of Net Useable Space Definition (Section 3) Intentionally Omitted

Exhibit D – Custodial General Performance Requirements (Section 13) Intentionally Omitted

Exhibit E - Demised Premises— Parking Lot Plan

Exhibit F - Voice and Data Faceplate and Closet Termination Point Labeling Scheme (Section 13) Intentionally Omitted

Exhibit G – United States Citizenship Attestation Form, if an Individual person (Section 15.3) Intentionally Omitted

Exhibit H-1 - Lessor Site - Rules and Regulations (Section 20)

EXHIBIT H-1 - RULES AND REGULATIONS

1. Notwithstanding any provision of this Lease to the contrary, Lessor shall take all steps necessary to maintain the Demised Premises in a manner that provides a safe environment for Tenant Agency's employees and invitees. Such steps shall include, but not be limited to the prompt (i) removal of snow and ice from the immediate entryway and sidewalk, (ii) spreading ice melt product, and (iii) taking of all other action steps reasonably required to provide a safe environment for employees and invitees.
2. Tenant Agency shall not:
 - A. Keep animals or birds in the rooms;
 - B. Use rooms as sleeping apartments; and
 - C. In cases of a keyed entry, permit duplicate keys to be made, such keys shall be provided by Lessor at Tenant Agency's expense.
3. Without written permission of Lessor, Tenant Agency shall not:
 - A. Place or change locks upon any doors in the Demised Premises;
 - B. Conduct any auction on said Demised Premises and shall not store goods, wares or merchandise on the Demised Premises, except for Tenant Agency's own personal use;
 - C. Install and/or maintain ATM's in the interior or on or around the exterior of the premises; and
 - D. Use any electric heating or cooling devices.
4. Lessor reserves the right, at all times, and, from time to time, to:
 - A. Rescind any one or more of these rules and regulations, or to make such other and further reasonable rules and regulations as in Lessor's judgment may from time to time be necessary for the safety, care and cleanliness of the Demised Premises, and for the preservation of order herein;
 - B. Possess a pass key to all Demised Premises and shall be allowed admittance in the event of any emergency such as fire and to conduct building inspections; and
 - C. Exclude or eject from the Demised Premises all animals, vehicular traffic of every kind and all canvassers and other persons who conduct themselves in such a manner to be, in the judgment of Lessor, an annoyance to Tenant Agency or a detriment to the Demised Premises.

Exhibit H-2 - Lessor Site - Signage Criteria (Section 20) Intentionally Omitted

Exhibit H-3 - Lessor Site – Smoking Policy (Section 20)

EXHIBIT H-3 - SMOKING POLICY

1. Lessor currently maintains a smoke and tobacco-free campus.
2. Smoking or other use of tobacco products, including, but not limited to, cigarettes, pipes, cigars, smokeless tobacco – snuff or chewing tobacco, is not permitted inside the Demised Premises or any other interior area of the building.
3. This means you may smoke in your vehicle and/or in the parking lot adjacent to your Demised Premises entrance or in a designated smoking area. (See Parking Lot Plan Exhibit H3)
4. Please do not stand at or near an entrance while smoking and dispose of your smoking materials in a proper manner.

All employees and invitees of Tenant Agency or anyone representing Lessee are expected to abide by this policy in all respects while on or at this site.

Exhibit I - Certificate of Insurance Coverage (Section 21)

Exhibit I-2 - Certificate of Self Insurance (Section 25)

RESOLUTION 2019-263

WHEREAS, the City of Grand Island is the owner of an approximately 420 acre tract of land at the former Cornhusker Army Ammunition Plant, which has several buildings which were leased by the US Army Corp of Engineers during their ownership of the property; and

WHEREAS, on May 26, 2015, by Resolution 2015-140, the City approved a Building Lease with the Nebraska State Patrol; and,

WHEREAS, within Addendum #9 the Nebraska State Patrol would like to renew the lease until July 31, 2021.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Building Lease at the former Cornhusker Army Ammunition Plant are hereby authorized to be renewed for an additional two years to the following Lessee in accordance with the Building Lease.

<u>Lessee</u>	<u>Description</u>	<u>Rental</u>
Nebraska State Patrol	Storage building	\$800/yr.

- - -

BE IT FURTHER RESOLVED, that the Mayor be, and hereby is, authorized and directed to sign on behalf of the City of Grand Island, the Agreement by and between the City and the Nebraska State Patrol.

Adopted by the City Council of the City of Grand Island, Nebraska, August 27, 2019.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
August 23, 2019	☐ City Attorney



City of Grand Island

Tuesday, August 27, 2019

Council Session

Item G-20

#2019-264 - Approving Trail Extension Grant Application

Staff Contact: Todd McCoy

Council Agenda Memo

From: Todd McCoy, Parks and Recreation Director

Meeting: August 27, 2019

Subject: Recreational Trail Program (RTP) Grant Approval

Presenter: Todd McCoy, Parks and Recreation Director

Background

The Parks and Recreation Department is proposing to submit a grant application to the Nebraska Game and Parks Commission by the grant deadline of August 30, 2019. The application will be requesting up to \$250,000 to assist in funding of the estimated \$300,000 - \$500,000 total project along West Husker Highway from North Road to Prairie View Street.

The proposed project in southwest Grand Island is listed as a “Priority Trail” in the recent Grand Island Metropolitan Area Bicycle and Pedestrian Master Plan.

Discussion

The timing of the proposed project is good because of the work currently underway to build the new hospital located at the corner of Husker Highway and Tom Osborne Expressway. The hospital is constructing a 10’ trail with hope to partner with City to connect under Tom Osborne Expressway into the existing City trail system just south of the new hospital. The proposed project for the grant application will connect the southwest Grand Island via the hospital trail with the existing trail network.

If successful Food and Beverage funds will be used for the City match.



Alternatives

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

1. Approve the application.
2. Take no action on the issue.

Recommendation

City Administration recommends that Council approves the application for the Nebraska Game and Parks Commission and authorize the Mayor to sign all related documents.

Sample Motion

Move to approve the grant application for the Nebraska Game and Parks Commission and authorize the Mayor to sign all related documents.

RESOLUTION 2019-264

WHEREAS, the City of Grand Island, Nebraska, is applying for federal assistance from the Recreational Trails Program for the purpose of constructing Cedar Hills Trail; and

WHEREAS the Mayor of, the City of Grand Island, Nebraska is authorized to sign the application for federal assistance, and any other official project documents that are necessary to obtain such assistance, including any agreements, contracts or other documents that are required by the State of Nebraska or the Federal Highway Administration; and

WHEREAS, the City of Grand Island, Nebraska currently has the written commitment for the 20% local matching share for the project elements that are identified on the application form and the supplemental documents and will, as it becomes necessary, allocate the local funds for the project; and

WHEREAS, the City of Grand Island, Nebraska will commit the necessary financial resources to operate and maintain the completed project in a safe and attractive manner for 25 years; and

WHEREAS, the City of Grand Island, Nebraska will not discriminate against any person on the basis of race, color, age, religion, disability, sex or nation origin in the use of any property or facility that is acquired or developed pursuant to the project proposal, and shall comply with the terms and intent of Title VI of the Civil Rights Act of 1964, and any of the regulations promulgated pursuant to such Act; and

WHEREAS, the City of Grand Island, Nebraska will comply with all rules and regulations of the Recreational Trails Program, applicable Executive Orders and all state laws that govern the grant applicant during the performance of the project; and

WHEREAS, the City of Grand Island, Nebraska will comply with the Federal accessibility and use standards where they can be reasonably applied.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, is hereby authorized to apply for the Recreational Trails Program.

BE IT FURTHER RESOLVED, The Mayor be, and hereby is, authorized and directed to execute documentation on behalf of the City of Grand Island for such process.

- - -

Approved as to Form	▣ _____
August 23, 2019	▣ City Attorney

Adopted by the City Council of the City of Grand Island, Nebraska, August 27, 2019.

Roger Steele, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, August 27, 2019

Council Session

Item G-21

#2019-265 - Approving Veteran's Athletic Complex Playground Equipment Grant Application

Staff Contact: Todd McCoy

Council Agenda Memo

From: Todd McCoy, Parks and Recreation Director

Meeting: August 27, 2019

Subject: Land and Water Conservation Fund Grant Approval

Presenter: Todd McCoy, Parks and Recreation Director

Background

The Parks and Recreation Department is proposing to submit a grant application to the Nebraska Game and Parks Commission for Land and Water Conservation funding to build a new playground in the Veteran's Sports Complex. The application will be requesting up to \$150,000 to assist in funding of the estimated \$300,000 total project.

Discussion

Space for future playground equipment was dedicated in the design of the Veteran's Sports Complex just west of the splash pad. The splash pad and fields in the first summer have proved to be very popular area. The playground will greatly compliment the family area that currently includes green space, picnic shelters, and the popular splash pad.

If successful Food and Beverage funds will be used for the City match.



Alternatives

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

1. Approve the application.
2. Take no action on the issue.

Recommendation

City Administration recommends that Council approve the application for the Nebraska Game and Parks Commission and authorize the Mayor to sign all related documents.

Sample Motion

Move to approve the grant application for the Nebraska Game and Parks Commission and authorize the Mayor to sign all related documents.

RESOLUTION 2019-265

WHEREAS, the City of Grand Island, Nebraska, proposes to apply for federal assistance from the Land and Water Conservation Fund program for the purpose of park development at Veteran's Field park improvements; and

WHEREAS, the City of Grand Island, Nebraska, the Mayor, is authorized to sign documents to obtain financial assistance, including a Project Agreement with the State of Nebraska and the National Park Service; and

WHEREAS, the City of Grand Island, Nebraska, within thirty (30) days following federal approval, obtain the necessary consultant or appraisal service for this project as directed and as required by Nebraska Game and Parks Commission staff; and

WHEREAS, the City of Grand Island, Nebraska, has budgeted or currently has available its 50 percent match of the proposed total project funds and will allocate these funds toward this project upon project approval by the Nebraska Game and Parks Commission; and

WHEREAS, the City of Grand Island, Nebraska, has the financial capability to operate and maintain the completed project and park property in a safe, attractive and sanitary manner; and

WHEREAS, the City of Grand Island, Nebraska, will not discriminate against any person on the basis of race, color, age, religion, disability, sex or national origin in the use of any property or facility acquired or developed pursuant to the project proposal, and shall comply with the terms and intent of Title VI of the Civil Rights Act of 1964, P.L. 88-354 (1964), and any of the regulations promulgated pursuant to such Act by the Secretary of the interior and contained in 43 CFR 17; and

WHEREAS, the City of Grand Island, Nebraska, has no property acquired and/or developed under this project shall, without the approval of the Nebraska Game and Parks Commission and the Secretary of the Interior, be converted to other than public outdoor recreation use. And, such approval may be granted only if it is in accord with the then existing Statewide Comprehensive Outdoor Recreation Plan (SCORP), and only upon such conditions as deemed necessary to assure the substitution of other outdoor recreation properties of at least equal fair market value and of reasonable equivalent usefulness and location; and

WHEREAS, the City of Grand Island, Nebraska, will replace the land in the event of a conversion in use in accordance with Section 6(f)(3) of the Land and Water Conservation Fund Act of 1965, as amended; and

WHEREAS, the City of Grand Island, Nebraska, agrees to comply with all State and Federal requirements and standards where they can be applied in making the facilities developed under this project, and all future projects, accessible to and usable by the disabled.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE

Approved as to Form	☐ _____
August 23, 2019	☐ City Attorney

CITY OF GRAND ISLAND, NEBRASKA, is hereby authorized to apply for the Land and Water Conservation Fund; and

BE IT FURTHER RESOLVED, The Mayor be, and hereby is, authorized and directed to execute documentation on behalf of the City of Grand Island for such process.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 27, 2019.

Roger Steele, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, August 27, 2019

Council Session

Item I-1

**#2019-266 - Consideration of Approving Labor Agreement
between the City of Grand Island and the International
Association of Firefighters, Local No. 647**

Staff Contact: Aaron Schmid, Human Resources Director

Council Agenda Memo

From: Aaron Schmid, Human Resources Director

Meeting: August 27, 2019

Subject: Approval of Labor Agreement between the City Of Grand Island and the International Association of Firefighters, Local No. 647

Presenter(s): Aaron Schmid, Human Resources Director

Background

Firefighter/EMT, Firefighter/Paramedic, Fire Captain, Shift Commander and Life Safety Inspector job classifications in the Fire Department currently work under the conditions outlined in the labor agreement between the City of Grand Island (City) and the International Association of Firefighters (IAFF), Local No. 647. The current labor agreement expires as of midnight September 30, 2019. The City and the IAFF 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, 2019 and continue through September 30, 2023. A summary of changes are listed below and follow the order of the contract:

1. The Shift Commander classification has been retitled to Battalion Chief.
2. The work period is now defined in the contract.
3. Recalls have been further defined to address when recalls extend into a normally scheduled shift.
4. Compensation for special work assignments has been defined.
5. The personal holiday will be compensated at an employee's current rate rather than a blended rate.
6. Holiday compensation has been defined for employees temporarily working 40-hour weeks, but are normally are under the 207(k) exemption.
7. The amount of vacation time has been increased at all levels for 56-hour employees and at 20 and 25 year service levels for 40-hour employees.
8. Seniority for vacation planning has been further defined to address the picking process.

9. Medical leave payout at retirement will increase from 1,576 hour to 1,593 hours, paid at 38% into a VEBA account.
10. Family Medical Leave Act (FMLA) language has been reduced to simply reference and follow federal regulations. Clarification has been added to the use of vacation time while on leave.
11. Military Leave and Nebraska Family Military Leave language has been updated to cite updated state statutes.
12. The light duty section has been further defined to address situations when an employee may elect to not return to light duty.
13. The leave request process has been updated to address the use of MUNIS for requesting time off.
14. The drug testing section has been updated to address testing limits and add opioids to the screening panel.
15. The residency requirement has been adjusted from 35 miles to 45 miles.
16. The Rates of Pay article has been updated to reflect a four-year agreement.
17. The VEBA paragraph removes stale and redundant language.
18. Language has been added to address reclassifications of EMTs moving to Paramedic and Paramedics moving to EMT.
19. The benefits article has been updated to address the terms of the high deductible health plan for the term of the contract.
20. The uniform allowance has been updated to reflect the return to a quartermaster system.
21. The occupational health section will include cancer testing if the GIFD Medical Director recommends such testing.
22. Work exchange language has been updated to address management rights to cancel work exchanges if either employee cannot fulfill the exchange.
23. The terms of mileage reimbursement will be addressed in the contract.
24. Long term disability and the terms of participation have been added to the contract.
25. Longevity pay, defined by years of service, has been added to the contract.
26. Language has been added to allow union meetings at Station 1.
27. The following table reflects the wage adjustments, by classification, for the term of the contract.

CLASS TITLE	2019 - 2020		2020 - 2021		2021 - 2022		2022 - 2023	
	Min	Max	Min	Max	Min	Max	Min	Max
Firefighter/EMT	10.50%	6.00%	2.00%	2.25%	2.00%	2.25%	2.00%	3.00%
Firefighter/Paramedic	6.00%	5.50%	2.00%	2.25%	2.00%	2.25%	2.00%	3.00%
Fire Captain	11.00%	3.00%	2.00%	2.00%	2.00%	2.00%	2.00%	3.00%
Life Safety Inspector	11.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	3.00%
Shift Commander	17.00%	3.00%	2.00%	2.00%	2.00%	2.00%	2.00%	3.00%

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the labor agreement between the City of Grand Island and the International Association of Firefighters, Local No. 647.

Sample Motion

Move to approve the labor agreement between the City of Grand Island and the International Association of Firefighters, Local No. 647.



and

**INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS**

LOCAL NO. 647

| October 1, ~~2017-2019~~ through September 30, ~~2019~~2023

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LABOR AGREEMENT

THIS AGREEMENT is between the City of Grand Island (hereinafter referred to as the "City"), and Local No. 647, International Association of Fire Fighters, AFL-CIO, CLC (hereinafter referred to as the "Union") and amends and replaces in its entirety any previous contracts or offers between said parties. -This agreement shall become effective October 1, ~~2017-2019~~ for determining all wage and benefit issues and continue through September 30, ~~2019~~2023.

PURPOSE AND INTENT OF THE OFFER

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

ARTICLE I UNION RECOGNITION

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The City recognizes the Union as the sole and exclusive collective bargaining representative for the positions of Firefighter EMT, Firefighter/Paramedic, Fire Captain, ~~Shift Commander~~Battalion Chief and Life Safety Inspector. The positions of Fire Chief and Fire Division Chief are excluded.

ARTICLE II HOURS OF WORK

A. WORK DAY AND WORK ~~WEEK~~PERIOD

The City shall establish the workday, the work period, and work schedules as permitted by law. Employees shall work a rotating twenty-four (24) hours on and forty-eight (48) hours off schedule with a Kelly Day system as defined in Article II, paragraph C. -At no time shall an employee be required to work more than forty-eight hours without a twelve (12) hour break. However, employees may volunteer to work beyond forty-eight (48) hours, but no more than seventy-two (72) hours.

Life Safety Inspector Classification:

The position will work a standard forty (40) hour workweek and shall be subject to all rules and regulations outlined in the Fair Labor Standards Act and as such will be entitled to overtime pay for the hours worked in excess of forty (40) per week.

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B. CHANGES IN WORK SCHEDULE

All changes in the work day, period, or schedules, except in cases of emergency, shall be posted for all affected employees to see at least five (5) calendar days before the change is effective.

C. KELLY DAYS

~~We~~The Grand Island Fire Department will operate under a Kelly day scheduling system. The Kelly day schedule will affect only the 28-day cycle in which the employee would normally be scheduled to work 240 hours. The schedule will be reduced by one 24 hour shift to reduce the scheduled work time to 216 hours in the 28-day cycle. Kelly days will be scheduled by department administration.

D. OVERTIME

Overtime work shall be authorized only in the following cases:

1. In the event of fire, flood, catastrophe, or other unforeseeable emergency.
2. Where a position must be manned and another employee is not available for work.
3. To provide essential services when such services cannot be provided by overlapping work schedules.
4. When the City determines that utilization of present employees is more advantageous to the City than the hiring of additional personnel.
5. No employee shall be regularly scheduled to work overtime without the approval of the chief administrative officer of the City.
6. Overtime work shall be authorized in advance, except in cases of emergency or Long Distance Transfers (LDTs) by the chief administrative officer of the City, or by a supervisor to whom this responsibility has been delegated. —
7. All employees who are required to work overtime shall receive overtime compensation, in accordance with Article III.

**ARTICLE III
OVERTIME PAY**

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A. OVERTIME PAY

1. Hours Scheduled. -Employees are currently scheduled to work either 96 or 120 hours in each 14-day pay period, for a total of 216 hours in each 28-day cycle.- For payroll purposes, employees are paid for 108 hours in each 14-day pay period, regardless of the actual hours scheduled.

2. Hours Worked.- For purposes of calculating eligibility for overtime, "hours worked" shall include actual hours worked. -For purposes of calculating overtime, hours worked shall include actual

hours worked. Any payment for time not actually worked (leave time) shall not count towards the calculation of overtime.

3. Eligibility.- Employees will be eligible for overtime pay for hours worked in excess of 212 hours in each 28-day pay period. ~~Overtime work shall be compensated at the rate of one and one-half (1 ½) times the number of hours worked in excess of the hours scheduled.~~

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4. Recall. -If an employee is called to duty during off-duty time or while on a "Kelly Day" or any other type of leave time, and such time does not coincide with the employee's scheduled tour of duty, such employee shall be paid for a minimum of two (2) hours at the rate of time and one-half. In instances where the two (2) hour minimum extends into a normal shift, the employee will receive half-time in addition to regular pay for the remainder of the two (two) hour minimum effective at shift start. When an employee is held over for an unscheduled occurrence such as sickness or injury, the Department will use the following method to fill the opening: The Chief or his designee will solicit volunteers from the previous shift. If no volunteers are found, the Department will contact off-duty staff to volunteer.- If the opening is not filled by either of the above methods, the City will mandatorily fill the position by resorting to a rotating list of available employees and an employee will be selected based on inverse seniority so that the least senior employee will be selected and once an employee is ordered to work a mandatory overtime, he or she will not be eligible to work another mandatory overtime until all other names on the list are exhausted.- For example, Employee "A" is the least senior on A Shift and it becomes apparent that a vacancy will occur on the B Shift that needs to be filled, if no volunteers are found and off-duty staff has not agreed to come in to fill the vacancy, Employee "A" can be ordered to fill the vacancy. -The next time this contingency occurs, the next least senior employee will be eligible to be ordered to fill the vacancy and so on, until the rotating list is exhausted. The employee who is mandatorily scheduled after all other methods are exhausted will be paid at the rate of time and one-half. This excludes employees who are held over waiting for provisions of this paragraph to be implemented.

5. Unit of Pay. Overtime shall be accrued and compensated for in one-~~quarter-tenth~~ (1/10) hour units.

6. Employees assigned to special work assignments, outside regularly scheduled hours, will be paid at the rate of time and one-half regardless of hours worked in a work period. Special assignments include, but are not limited to, Husker Harvest Days and the Nebraska State Fair. Special assignments will be determined by the Fire Chief.

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ARTICLE IV HOLIDAYS AND HOLIDAY PAY

A. HOLIDAYS

The following holidays are observed:

New Year's Day January 1

Martin Luther King, Jr. Day	Third Monday in January
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving Day	Fourth Friday in November
Christmas Day	December 25

In addition, the City will provide one (1) additional non-cumulative personal holiday each fiscal year to all eligible employees. -This holiday shall be -credited simultaneously by all members of the bargaining unit during the first full pay period of October each fiscal year. -The City shall make a contribution to the employee's VEBA in lieu of the personal holiday. -The contribution will be based on fifteen (15) hours of pay at a blended rate based on the top wage for all five (5) positions divided by five (5) the employee's current rate.

The following applies to the Life Safety Inspector classification:

When a holiday falls on a Saturday, it will be observed on the preceding Friday. When a holiday falls on a Sunday, it will be observed on the following Monday.

Non-exempt regular full-time and part-time employees who are required to work on a holiday will be granted overtime pay for the time period worked.

If a holiday occurs while an employee is on Worker's Compensation or other disability compensation, no credit for the holiday will be allowed. In order to receive pay for an observed holiday, an employee must not have been absent without pay on the workday immediately preceding or immediately following the holiday unless excused by his/her supervisor.

B. ELIGIBILITY FOR HOLIDAY PAY

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

C. HOLIDAY PAY

1. Employees shall be paid fifteen (15) hours pay at their regular hourly rate for each of the -nine (9) holidays designated in paragraph "A" above, whether they worked the holiday or were off duty; this is in addition to their regular salary.

2. If an employee is not regularly scheduled to work on a holiday and is called out to work on the holiday, the employee shall be paid overtime in addition to the fifteen (15) hours pay as set forth above.

2.
3. Employees shall receive eight (8) hours of pay and the day off when scheduled for a forty (40) hour workweek. Examples of instances shall include light duty assignments, new hire scheduling, and Life Safety Inspector scheduling.

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ARTICLE V VACATIONS

A. ELIGIBILITY

All full-time employees of the Fire Department are eligible to take vacation leave as it is earned and shall accrue vacation leave in bi-weekly increments as described below. Employees shall accrue vacation time during their new employee probationary/introductory period; however, they will not be entitled to take vacation until successfully completing probationary/introductory period. The employee will not receive any vacation benefits if ~~the~~ he/she leaves the employment of the City during the probationary/introductory period. Vacation leave shall be debited in half hour increments.

For purposes of this Article a shift shall mean 24 hours.

B. AMOUNT AUTHORIZED

Authorized leave shall be computed on the following basis:

1. Upon successfully completing the new employee probationary/introductory period, an employee will be granted 54-60 hours of vacation time. The employee will accrue an additional 54-60 hours in the first year of continuous service. (~~4-15~~39-46154 hours to accrue bi-weekly).
(~~108-120~~ hours total or ~~4-5~~5 shifts)
2. 120-144 hours in the second through fifth years of continuous service (~~4-6~~154-55385 hours to accrue bi-weekly).
(~~120-144~~ hours total or ~~5-6~~ shifts)
3. 144-168 hours in the sixth year of continuous service (~~5-538~~564616 hours to accrue bi-weekly).
(~~144-168~~ hours total or ~~6-7~~ shifts)
4. 168-180 hours in the seventh through tenth years of continuous service (~~6-4616~~69320 hours to accrue bi-weekly).
(~~168-180~~ hours total or 7.5-shifts)

5. ~~192-216~~ hours in the eleventh through fifteenth years of continuous service (~~7.38478.3077~~ hours to accrue bi-weekly).
(~~192-216~~ hours total or ~~8-9~~ shifts)
6. ~~216-264~~ hours in the sixteenth through the twentieth years of continuous service ~~and thereafter~~ (~~8.307710.1538~~ to accrue hours bi-weekly).
(~~216-264~~ hours total or ~~9-11~~ shifts)
7. ~~240-276~~ hours in the twenty-first through the twenty-fourth years of continuous service ~~and thereafter~~ (~~9.230810.6154~~ to accrue hours bi-weekly).
(~~240-276~~ hours total or ~~10-11.5~~ shifts)
8. ~~252-288~~ hours in the twenty-fifth year of continuous service and thereafter (~~9.6923-11.0769~~ to accrue hours bi-weekly).
(~~252-288~~ hours total or ~~10.512~~ shifts)

Life Safety Inspector classification:

Years 1 through 4	80 hours
Years 5 through 6	120 hours
Years 7 through 8	128 hours
Years 9 through 10	136 hours
Years 11 through 12	144 hours
Year 13	152 hours
Years 14 through 19	160 hours
Years 20 through 24	168-180 hours
Year 25 and beyond	176-200 hours

Years	56 Hour Employee	Years	40 Hour Employee
1	120	1 through 4	80
2 through 5	144	5 through 6	120
6	168	7 through 8	128
7 through 10	180	9 through 10	136
11 through 15	216	11 through 12	144
16 through 20	264	13	152
21	276	14 through 19	160
25+	288	20 through 24	180

25+	200
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C. VACATION SCHEDULE

Vacation leave shall be taken at a time convenient to and approved by the Fire Chief. While all employees are encouraged to take four (4) consecutive shift days of vacation each year, when eligible, the City may grant shorter periods of two (2) shift days or less. Each employee shall take a vacation of at least two (2) consecutive shift days each year when eligible. The employee may not cancel vacation days in the middle of their consecutively picked vacation days.

Life Safety Inspector Classification:

The Chief 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 will take a period of vacation that allows him or her to be away from the workplace for a minimum of five (5) consecutive work days which may include the use of personal leave. Holidays, which occur during an employee's vacation, do not count as vacation time.

D. VACATION CARRY-OVER

An employee will be allowed to carry no more than the maximum amount of vacation that he or she can earn in one year, plus 48 hours (2 shifts). 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.

Life Safety Inspector Classification:

Employees will be allowed to carry-over the maximum amount of vacation that they earn in one year, plus eighty (80) hours. Current vacation time and carry-over time may be used during a single calendar year when authorized.

An employee who fails to use his/her vacation time through the employee's own decision loses all but the maximum carry-over amounts as mentioned above. The Human Resources Director and City Administrator may waive the provisions of this section in extreme circumstances for the good of the City.

E. VACATION CREDIT ON SEPARATION

Separation from employment shall include resignation, retirement, termination, or death. Upon separation from employment with the City due to retirement, termination, or death, an employee shall be paid for his or her unused portion of accumulated vacation leave.

In the case of resignation, an employee must resign in good standing or the City will not compensate him or her for accrued but unused vacation leave. To resign in good standing, an employee must give the Fire Chief written notice at least fourteen (14) calendar days prior to separation, unless the Fire Chief agrees to permit a shorter period.

Pay at separation shall be directed to the employee's VEBA except in the case of death.

An employee who separates from employment with the City shall not accrue vacation leave credits after his or her last day of work.

F. SENIORITY FOR VACATION PLANNING

Vacation shall be granted on shift seniority. A vacation schedule shall be created for the entire year. "Prime time" shall be defined as dates occurring between Memorial Day through Labor Day and Thanksgiving Day through New Year's Day. The senior employee shall have first pick of not more than half of their allotted shift-days during prime time. However, if half of the allotted shift-days is a fractional amount, then the number will be rounded up to the next whole shift. If an employee desires to split his or her vacation period, such employee must pick first choice and then wait until everyone has made a choice before getting second choice. If the employee is eligible for more than four (4) shift days of vacation and wishes to take all accrued vacation at one time, employee must waive first choice and choose a period after everyone else has had one choice. If an employee becomes ill ~~on~~ during vacation leave, such employee cannot ~~take-substitute~~ medical leave ~~and then take that portion of vacation leave at another time for vacation leave.~~

No more than four (4) employees from the Fire Department can ~~be~~ absent from one (1) shift at the same time.

A second pick of not more than four (4) consecutive days may be chosen by shift seniority after first picks have been selected, notwithstanding waiving first pick to take more than four (4) days at one time. Only the first three (3) picks will be guaranteed. ~~The remaining work shifts may be selected until all days have been picked.~~ At the Chief's discretion an employee may be allowed to use vacation leave on one (1) or more shifts in increments to be determined by the Chief at the time of a request.

**ARTICLE VI
MEDICAL LEAVE**

A. AMOUNT AUTHORIZED

Medical leave shall be accrued by each employee at the rate of eighteen (18) hours for each full calendar month of service. The amount accrued shall be prorated for any period of time an employee is not in an active pay status. An employee may accumulate medical leave to a maximum of 1,695 hours. Medical leave shall be debited in half hour increments.

Life Safety Inspector Classification:

Medical leave will be accrued at a rate of eight (8) hours per month for full-time regular status employees. The maximum amount of medical leave hours that may be accrued is 1,084.

B. USE OF MEDICAL LEAVE

Medical leave with pay must be accrued before it can be taken and advancing medical leave is prohibited. Employees may utilize their allowances of medical leave when unable to perform their work duties by reason of personal illness, fatigue due to job related duties, non-compensable bodily injury, pregnancy, disease, or exposure to contagious diseases under circumstances in which the health of other employees or the public would be endangered by attendance on duty. Medical leave with pay may be utilized to keep medical, optical or dental appointments. It may also be utilized for a maximum of one hundred twenty five (125) hours per –calendar year for illness of or injury to, a member of the immediate family as defined in this Section. Medical leave shall be debited in half hour units.

For purposes of medical leave, “immediate family member” shall mean a child, spouse, parents, mother-in-law, father-in-law and grandparents. “Child” shall include a biological, adopted or foster child, a stepchild, a legal ward, or a child of a person standing “in loco parentis”.

C. REPORTS ON CONDITION

When an employee finds it necessary to utilize medical leave, the employee shall notify his or her supervisor as soon as possible. An employee must keep his or her immediate supervisor informed of the employee's condition. An employee may be required to submit a medical record or certificate for any absence. Failure to fulfill these requirements may result in denial of medical leave.

D. FRAUDULENT USE

The Fire Chief may investigate any medical leave taken by an employee. False or fraudulent use of medical leave shall be cause for disciplinary action and may result in dismissal.

E. NOTIFICATION

If an employee is absent for reasons that entitle the employee to use medical leave, the employee or a member of employee's household shall notify the supervisor on duty as soon as possible prior to scheduled reporting time. If an employee fails to notify the supervisor, when it was reasonably possible to do so, no medical leave shall be approved. Immediately upon return to work the employee shall submit a leave form to his or her supervisor.

F. BEREAVEMENT LEAVE

Bereavement leave shall be granted to eligible employees for up to twenty-four (24) hours per calendar year for non-immediate family members. Non-immediate family member shall mean aunts, uncles, nieces, and nephews. An employee shall be eligible to use up to forty-eight (48) 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 Fire Chief and City Administrator 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.

Life Safety Inspector Classification:

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 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 and City Administrator 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 or personal leave.

G. COMPENSATION FOR UNUSED MEDICAL LEAVE AT RETIREMENT

In addition to Article V, Section E, of this agreement, each employee upon retirement shall have a contribution made to their VEBA representing 38% of his or her accumulated medical leave not to exceed ~~4,576~~ 1,593 hours; the rate used for the contribution will be based on the employee's salary at the time of retirement. In the case of death, the medical leave benefit will be paid at the same rate as retirement and shall be paid to the employee's beneficiary or estate. For individuals named in the Memo of Understanding, dated May 5, 2009, such employees shall receive credit upon retirement from employment of 25% for the cash value of any hours in excess of 1,687 up to 2,880 hours. Such hours shall be paid as a contribution to their VEBA. The rate used for the contribution will be based on the employee's salary at the time of retirement.

Life Safety Inspector Classification:

Each employee upon retirement shall have a contribution made to their VEBA representing 50% of his or her accumulated medical leave at the time of their retirement, not to exceed five hundred forty-two hours (calculated at 50% x 1,084 = 542). The rate used for the contribution will be based on the employee's salary at the time of retirement. In the case of death, the medical leave benefit will be paid at the same rate as retirement and shall be paid to the employee's beneficiary or estate.

H. FAMILY AND MEDICAL LEAVE ACT~~POLICY~~

Classifications covered under this agreement and the City of Grand Island agree to comply with the provisions of the Family Medical Leave Act. Vacation time may be used as a substitute during medical leave.

ARTICLE VII MILITARY LEAVE

~~The provisions relating to military training leave are as provided by section 55-160 Neb. Rev. Stat. 1943 et. seq., as amended. The City will follow provisions relating to military leave as provided by Nebraska Statutes. Neb. Rev. Stat. §55-160. Additional Active Duty Leave will be granted for members of the military when they have been called to active duty and the period as defined under State statute has expired. The eligible employee will receive pay for 2 additional pay periods, minus any hours that they are available to work during that period. Their health insurance benefits may remain in place at the same premium level for 3 additional calendar months at their request.~~

~~An employee will only be eligible to receive the additional Active Duty Leave one time during the course of a military action.~~

The City also recognizes and abides by the [Nebraska Family Military Leave Act](#) as provided by [Nebraska Statutes, Neb. Rev. Stat. §55-102 and Neb. Rev. Stat. §55-503.](#)

ARTICLE VIII COURT LEAVE

A. WHEN AUTHORIZED

An employee who is required to serve as a witness or juror in a federal, state, county, police, or municipal court, or as a litigant in a case resulting directly from the discharge of his or her duties as an employee, shall be granted court leave with full pay to serve in that capacity; provided, however, that when the employee is testifying in other litigation to which employee is a party, employee shall not be granted court leave but may use vacation leave or compensatory time, or be granted leave without pay for the length of such service. If an employee is called as a witness for the City during off-duty time and such time does not coincide with the employee's scheduled tour of duty, such employee shall be paid for a minimum of two (2) hours.

B. PROCEDURE

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

C. FEES

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

D. ADMINISTRATIVE LEAVE

The Fire Chief may grant administrative leave with pay for the following purposes:

- To participate in examinations, funerals and activities directly related to his or her work.
- To compete for positions in the City Personnel System.
- To present grievances or appeals to a government official.
- To investigate a disciplinary issue.

The Fire Chief may not grant administrative leave in excess of fifteen days. The Mayor must approve requests for leave in excess of fifteen days.

**ARTICLE IX
LEAVE WITHOUT PAY**

A. WHEN AUTHORIZED

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

Leave without pay may be granted to an employee for any good cause when it is in the interest of the department to do so. The employee's interests shall be considered when his or her record of employment shows the employee to be of more than average value and it is desirable to retain the employee even at some sacrifice. The chief administrative officer of the City may grant an employee leave without pay for a specified time not to exceed one month. This leave may be extended with approval of the chief administrative officer not to exceed one additional month. Any appointment made to a position vacated by an employee on leave without pay shall be governed by Civil Service Statutes.

B. CONDITIONS OF USE

Leave without pay shall be subject to the following provisions:

1. At the expiration of leave without pay, the employee shall return to the position held prior to the leave.
2. Vacation and medical leave credits and holiday pay shall not be earned during leave without pay.
3. A leave without pay shall not constitute a break in service, but time off will not be credited toward retirement.
4. Leave without pay for more than thirty days during the probationary/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 the probationary/introductory period upon return from leave.

5. Failure to report promptly at the expiration of a leave of absence shall be considered a resignation.
6. A leave without pay shall not be allowed for an employee to work for another employer or for self-employment.
7. A leave without pay may be granted to participate in union or legislative activities.
8. Employees must use leave banks prior to being on unpaid leave.

ARTICLE X TEMPORARY DISABILITY LEAVE

A. WHEN AUTHORIZED

In the case of temporary disability of a firefighter received while in the line of duty, he or she shall receive his or her salary during the continuance of such disability for a period not to exceed twelve months from the date of injury or commencement of disability, except that if it is ascertained by the city that such temporary disability has become a disability as defined in this article, then the salary shall cease and he or she shall be entitled to the benefits for pensions in case of disability as provided in Neb. Rev. Stat. §16-1031, as revised.

B. APPLICATION OF WORKERS' COMPENSATION

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

1. Pursuant to the waiting provisions in Section 48-119 of the Nebraska Workers' Compensation Act, no workers' compensation shall be allowed during the first seven calendar days following the date of injury or date that temporary disability begins, unless the disability continues for six weeks or longer. When the disability lasts less than six weeks, an employee must use medical leave for the initial seven days. If medical leave banks are not available other banks may be used. If no other leave is available, the City shall grant the employee temporary disability leave. If the disability continues for six weeks or longer, the employee will be credited with any sick or vacation leave taken during the initial waiting period.
2. While on leave due to a temporary disability related to a workplace injury, the total compensation paid to an employee, including salary, wages, workers' compensation benefits, and leave pay collected from any other party (except the employee's private insurance) shall not exceed the employee's salary at the time of the commencement of the leave, plus any allowed and approved cost of living increase which commences during the period of leave.

The City of Grand Island will comply fully with the Workers' Compensation Program that has been established under State statute.

When accidents occur at work, they must be reported immediately to the supervisor and the appropriate paperwork filled out at that time and sent in to the office. A supervisor must have prior knowledge and approve a doctor's visit. A doctor's report may be required to substantiate the injury.

C. SUBROGATION

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

Nothing in this article shall be interpreted to mean that the City shall have the right to initiate civil litigation in the name of the employee against the party or representative of such party until after receiving consultation and advice of the employee and a signed waiver to that effect.

D. LIMITATION OF LEAVE

Temporary disability leave will not be available to employees following twelve months from the original date of injury or date that disability begins absent express approval of the chief administrative officer of the City. The chief administrative officer may grant an extension of this time not to exceed six (6) months.

Any employee whose employment by the City is terminated due to exceeding this limitation of leave shall be compensated for any remaining unused medical leave as in the case of retirement.

E. LIGHT DUTY

A light duty policy will be maintained by the City to accommodate employees who have been injured in the workplace to return to work as soon as possible. The commencement of light duty work and/or modified duty work shall be five (5) calendar days from the date of injury. Any changes in shifts to accommodate the light duty work shall be made in the interim. Any employee who is medically released for light duty may commence light duty work and/or modified duty work earlier than the five (5) days from the date of injury if the employee is willing to do so. During the five day period between the date of injury and the beginning of light duty work and/or modified duty work, any employee who does not willingly return to light duty work who is released by a doctor to do so, shall be required to take medical leave for any regularly scheduled shifts that are missed. If medical leave is unavailable to the employee, vacation leave may be used in lieu of medical leave. Day one (1) shall constitute the date of injury, and

day six (6) shall be the day the employee begins light duty work. If an employee refuses light duty at day six (6), the employee shall use vacation time or go into a no pay status.

If the employee continues to work full duty after the date of injury, the five (5) day notice shall begin on the date of the doctor appointment in which light duty work is recommended. Once an employee begins light duty work, the employee is required to continue light duty work until released for full duty or until the maximum light duty time period expires.

ARTICLE XI GENERAL PROVISIONS CONCERNING LEAVE

A. ABSENT WITHOUT APPROVAL

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

B. AUTHORIZED LEAVE FORMS REQUESTS

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

ARTICLE XII PAYROLL DEDUCTION OF UNION DUES

Upon receipt of a lawfully executed written authorization from an employee, which may be revoked in writing at any time, the City agrees to deduct the regular biweekly amounts specified therein from employee's pay for union dues. The effective date of such deduction shall be the second payroll following the filing of the written authorization by the employee with the Finance Director. The Finance Director will remit the collected union dues, together with a list of the employees' names for which the dues were deducted, to the official designated by the union, in writing, by the fifteenth day of the next succeeding month following the deduction. The City agrees not to withhold any initiation fees, assessments, special or otherwise, or any funds from an employee's pay for the benefit of the union other than regular union dues as set forth herein.

The union agrees to indemnify and hold the City harmless against any and all claims, suits, orders, or judgments brought or issued against the City as a result of any action taken or not taken by the City under this article.

ARTICLE XIII POLICIES AND BENEFITS

DRUG-FREE WORKPLACE

The City of Grand Island is committed to providing a safe work environment. The City ~~absolutely~~ prohibits the distribution, manufacture, possession, sale, use, transfer, transport or purchase of illegal drugs, or being under the influence of alcohol or drugs at the ~~workplace-workplace~~ ~~or having any measurable amounts of alcohol or drugs such as those listed below in their system while at the~~ workplace, on City premises, or in City vehicles. The standard cut-off limits are provided by the testing facility. Any violation of this policy is subject to discipline up to and including termination, for the first offense.

The substances that are prohibited include but are not limited to the following:

- Alcohol
- Cannabinoids (marijuana, hashish)
- Depressants (tranquilizers)
- Hallucinogens (PCP, LSD, designer drugs” etc.)
- Narcotics (heroin, morphine, etc.)
- Stimulants (cocaine, methamphetamines, etc.)

Any employee convicted of violating a criminal drug statute must inform the City of such a conviction (including pleas of guilty and no contest) within five (5) days of the conviction occurring. Failure to inform the City will subject the employee to disciplinary action, up to and including termination for the first offense. By law, the City will notify the federal grant agency or contracting officer within ten (10) days of receiving such notice from an employee or otherwise receiving notice of such conviction.

The City reserves the right to offer employees convicted of violating a criminal drug statute in the workplace, the opportunity to participate in a rehabilitation or drug abuse assistance program, at the employee’s expense, as an alternative to discipline. If such an opportunity is offered and accepted, the employee must successfully complete the program before returning to their position as a condition of employment.

The City shall test all applicants who have been offered a position with the City prior to starting their new job. Job placement is contingent on the results of the drug testing. The City will test for the following substances for all new hires;

- Amphetamine/Methamphetamine
- Cannabinoids
- Cocaine metabolites
- ~~Opiates~~ Opioids
- PCP

The City reserves the right to test any employee that it has reasonable cause to believe is under the influence of alcohol or drugs while in the workplace. Upon testing an employee, the employee will be out of service at the station until the results of the test are received. In situations, such as auto accidents,

where the employee is clearly not at fault, the Supervisor may return an employee to service prior to receiving the results of a drug screen.

B. POLITICAL ACTIVITY

All employees may not interfere or use the influence of their office for political reasons. They shall not participate in any political activity during normal working hours or when otherwise engaged in the performance of official duties. No employee shall engage in any political activity while wearing a uniform required by the City. An employee may not represent themselves as an employee of the City while being involved in an outside political activity. Employees are urged to contact the Fire Chief to determine the degree of political involvement allowed. Employees may not be dismissed or disciplined because they refuse to make a contribution to a political organization.

C. RESIDENCY

All employees, covered by this offer are required to reside within a ~~thirty-four~~ thirty-five (45) mile radius of the City of Grand Island. Employees who reside outside of this radius as of October 1, 2006 will not have to move into the required area. Those who do reside in the required area will not be allowed to move outside of the ~~35-45~~ 35-45 mile radius. All newly hired employees shall have three ~~(3)~~ (3) months after completion of probationary/introductory period to comply with the residency requirements.

D. NEPOTISM

Public trust, safety, and City morale require that the City maintain a policy that ensures a sense of fairness to the general public as well as internal employees when it comes to the relationships of its employees. In order to promote the efficient operation of the City and to avoid the formation of cliques, claims of sexual harassment, or gender-based discrimination and the blurring of professional and personal responsibilities, the following policy describes the rules for workplace relationships.

Regular status employees who are members of the same family are eligible for City employment provided that they are not in the same supervisory chain of command. No relative shall work within the same station of the City, nor shall any relative work within any supervisory capacity of another relative on a daily basis. They may, however, be employed in different divisions of the same department or in different departments. For purposes of defining this policy, family members shall include; spouse, children, stepchildren, parents, grandparents, siblings, and in-laws of the same relation. For further clarification, supervisory positions in the chain of command are as follows: Fire Chief, Fire Division Chief, ~~Shift Commander~~ Battalion Chief and Fire Captain.

In addition to family relationships, and for the same reasons mentioned above, employees involved in romantic and/or sexual relationships or dating must also observe the chain of command rules mentioned above.

Employees must notify the City if they are in violation of this policy. Notification shall remain confidential. If the City cannot accommodate a transfer request and one of the employees affected does not voluntarily resign to correct the violation, the employee with the least amount of seniority with the City will be asked to resign or be terminated.

E. OUTSIDE EMPLOYMENT

Employees may hold other employment outside of City employment with prior approval from the Fire Chief as long as it does not interfere with the duties of the City job and does not conflict with the interests of the City.

F. TUITION REIMBURSEMENT

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

Qualification Process – the Fire Chief based on the following considerations will make the determination of whether a request qualifies for the Tuition Reimbursement Program:

- Is there budget authority?
- Is the course job related?
- Is there supervisor approval?
- Is the employee requesting reimbursement eligible for other assistance programs?

Approval Process – To receive tuition reimbursement, the employee must submit a “Tuition Request Form”, which contains the qualification information listed above, as well as the employee’s financial request prior to beginning the course.

Reimbursement will be allowed for books and other fees. Tuition reimbursement is available only to regular full-time status employees. If the employee is eligible for other assistance programs, the City will provide secondary benefits only.

Reimbursement Process – Any employee requesting tuition reimbursement will submit a grade report indicating the grade received for the class that was taken. Reimbursement will be as follows:

A or B – 100%
C – 80%

An employee, who takes a Credit Course as “Pass/Fail” that is part of a degree program and passes the course, may request reimbursement as a grade C or 80%.

The Fire Chief will include the request for reimbursement in the last payroll period of the fiscal year. Annual tuition reimbursement will be limited as follows:

Less than two years of service:	\$600.00
Two to five years of service:	\$1,000.00
Over five years of service:	No limitations

G. BILINGUAL PAY

Employees who are proficient in an approved second language will be paid \$1,500 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 Fire Chief will determine whether bilingual skills are needed based upon the interaction of the department with the public. If bilingual skills are needed, the Fire Chief with the approval of the City Administrator will determine which languages are “approved” based upon the needs of the department as they relate to the demographics of Grand Island.

A test will be given by the Human Resources Department to test the proficiency of the employees in each approved language before an employee is eligible for bilingual pay. The bilingual test will measure, among other things, an employee’s conversational ability.

Bilingual pay will be prorated based on the employee’s average hours worked. An employee that is hired as an interpreter will not be eligible for bilingual pay.

ARTICLE XIV PENSION RETIREMENT PLAN

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

Life Safety Inspector Classification:

The City provides a pension plan that employees are eligible for immediately. Participation is mandatory upon the first day of employment. Employees defer 6% (pre-tax) of their pay into the pension plan. The City matches the 6% contributed by the employee. Employees direct 100% of Employee and Employer contributions. The vesting schedule is as follows:

1 year = 60%

2 years = 70%

3 years = 80%

4 years = 90%

5 years = 100%

ARTICLE XV RATES OF PAY FOR WORK PERFORMED

A. SURVEY

The parties have relied on their own survey data to negotiate the wages and terms and conditions of employment established by this agreement and the totality of the agreement represents a compromise

which should not be construed as an admission by either party regarding the appropriate array for determining comparability for the positions covered by this Agreement.

B. ~~2017-2018~~2019 - 2020 ~~FISCAL YEAR~~Fiscal Year

Rates of pay commencing on the first full pay period on or after October 1, ~~2017~~2019, for work performed under this agreement are attached as Exhibit "A".

C. ~~2018-2019~~2020 - 2021 Fiscal Year

Rates of pay commencing on the first full pay period on or after October 1, ~~2018~~2020, for work performed under this agreement are attached as Exhibit "B".

D. 2021 – 2022 Fiscal Year

Rates of pay commencing on the first full pay period on or after October 1, 2021, for work performed under this agreement are attached as Exhibit "C".

E. 2022 – 2023 Fiscal Year

Rates of pay commencing on the first full pay period on or after October 1, 2022, for work performed under this agreement are attached as Exhibit "D".

~~DE~~ Voluntary Employee's Beneficiary Association (VEBA)

The VEBA will be considered by both parties as part of the total compensation for computation of wages and benefits. ~~Effective October 1, 2012, the~~The City will contribute \$10.00 per pay period per covered employee into the employee's VEBA account to be used by the employee under the terms of the VEBA trust agreement applicable to bargaining unit employees.

~~Life Safety Inspector Classification:~~

~~The VEBA will be considered by both parties as part of the total compensation for computation of wages and benefits. The City will contribute \$10.00 per pay period per covered employee into the employee's VEBA account to be used by the employee under the terms of the VEBA trust agreement applicable to bargaining unit employees.~~

~~EG~~ FUTURE INCREASES IN PAY

It is understood and agreed that payment of future rates is contingent upon the City adopting budget statements and appropriation or ordinances sufficient to fund such payments and salary ordinances authorizing such payments. The Union acknowledges that the City must comply with the Nebraska Budget Act.

~~FH~~ STEP PAY PLAN

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1. Upon the effective date of this agreement employees will be considered for step increases using the following time schedule:

Step 1 Entry level;

Step 2 - 9 Upon successful completion of twelve months of service in Step 1 of the job classification and each step thereafter;

2. The Mayor may evaluate the manner of performance of any employee, all employees, or any portion of the employees at any time during such employees' service. Any adjustments in the pay of such evaluated employees, including probationary/introductory employees' step adjustments, shall be effective on the first day of a pay period falling on or immediately following such adjustment.

3. Employees, prior to advancing in step or grade, shall be evaluated. Such evaluation shall take place at least yearly. For purposes of an increase in pay, other than salary table adjustments, an employee must receive a satisfactory evaluation. Such evaluations shall be advisory and shall in no way require the granting of merit increases by the administration; but denial shall be in writing, showing cause for such denial. Should a merit increase be denied, a new evaluation shall be made six months from the date of the first evaluation.

4. Employees may be considered for more than a one-step increase when recommended by the Fire Chief and approved by the chief administrative officer.

5. In no case shall any employee be advanced beyond the maximum rate of the pay grade for his or her class of position.

6. When an employee is asked to work out of class, they must meet one of the following: have completed the Task Book for that position and be eligible to test, or on the current promotional list for that position. They will be compensated at a rate of one dollar and twenty five cents (\$1.25) per hour for hours worked out of class.

7. The City uses a payroll cycle that runs bi-weekly (every two weeks). Any employee that identifies a mistake in their paycheck should contact their supervisor and/or the Payroll Specialist so that it is brought to their attention for correction. The City makes every effort to correctly process its payroll and prohibits improper deductions. Any such errors will be corrected as they are identified.

8. PROMOTIONS: An employee who is promoted will be placed in the lowest step of his or her new pay grade that will permit an increase of at least 3%. After successfully completing the six-month introductory period in their new position, they may be reviewed by the Fire Chief for a step increase at this time.

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

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

10. RECLASSIFICATION: This section addresses movements to and from the EMT and Paramedic classifications. Reclassifications are dependent upon budgetary approval and available FTEs.

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Reclassification to Firefighter/Paramedic: A Firefighter/EMT who has acquired a Paramedic license and requests to reclassify as a Firefighter/Paramedic will be placed in the lowest step of the Firefighter/Paramedic pay grade that will permit an increase of at least three (3) percent. The new Firefighter/Paramedic will complete a six (6) month introductory period.

Reclassification to Firefighter/EMT: A Firefighter/Paramedic who requests to reclassify to Firefighter/EMT will move to the closest pay step available on the Firefighter/EMT pay scale. This reclassification may result in a pay reduction.

1011. INTRODUCTORY PERIOD: All employees shall serve an introductory period that shall not be less than six months. The introductory period is an essential part of the employment selection process. It gives the City and the employee the opportunity to make sure the job is a good fit. An employee's performance that does not meet required standards may be terminated without recourse within the introductory period. When it is determined that the services of the employee have not been acceptable, the Fire Chief shall notify the employee in writing of the date that the termination will be in effect. A performance report, together with a copy of the termination, shall be forwarded to the Human Resources Department and Chief Administrative Officer for approval.

A newly hired employee will accrue vacation during the introductory period, but it will not be considered "earned" until the introductory period is successfully completed. An employee that leaves the City's employ during the introductory period will not be compensated for the accrued vacation.

A performance evaluation and change of status form that requests that they be removed from the introductory status will signify successful completion of the introductory period. The Fire Chief may extend the introductory period upon written notification to the employee and the Human Resources Director.

While serving the introductory period, an employee may be appointed or promoted to a position in a different class. When this occurs, the employee will begin a new introductory period for the position to which he or she has been appointed or promoted to. The same is true for employees that request reassignment into a different position.

An employee may also serve additional introductory periods in the case of a promotion. When promoted, an employee will serve an introductory period that resembles that required for the original appointment.

112. REGULAR STATUS: Once an employee successfully completes their introductory period, the employee is then appointed to regular status.

1213. CONVERSION FROM UNION TO NON-UNION POSITION:

- a) Medical Leave: If an employee transfers to a non-union position and has the maximum medical leave accrued, then he/she will move to the maximum medical accrual in the new non-union position. If an employee has not reached the maximum medical accrual, then the conversion shall be prorated at a percentage of maximum accrual.
- b) Vacation Leave: The amount of hours in the employee's vacation bank will move with the employee to the non-union position. If the employee is over the vacation bank limit as outlined in the Personnel Rules & Regulations based upon years of service, the employee will not accrue further until he/she is below the allowed amount.

The rule would apply the same in an inverse situation.

1314. APPARATUS OPERATOR: 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. For purposes of this article, the apparatus shall mean pumper, rescue pumper and aerial. The employee must be certified and assigned for the shift to qualify. The City will not be required to compensate two (2) employees assigned for the same equipment for the same period of time. Employees will be selected and trained to become Apparatus Operators on the following:

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- a) Employee must have at least 2 years in the position of Firefighter/EMT or Firefighter/Paramedic;
- b) Successfully complete the department training- consisting of Driver operator class and/or FAO Task Book; and
- c) Maintain department certification as an Apparatus Operator.

When the need arises to add and train new apparatus operators, the employee will notify the Chief of their interest and the Chief will select candidates for training. The ~~Shift Commander~~Battalion Chief or Captain will create and implement a rotation schedule when more than one qualified FAO is assigned to his/her Company.

**ARTICLE XVI
EMPLOYEE RELATIONS**

A. GENERAL

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

B. MEMBERSHIP IN UNION

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

C. DISCIPLINARY ACTION

Disciplinary Action - Cause: Cause for disciplinary action against any employee shall also include any cause so specified in the Personnel Rules or ordinances of the City of Grand Island and the rules and regulations of the City Civil Service Commission.

Disciplinary Action - Reprimand: The fire chief may reprimand any employee for cause. Such reprimand may be in writing and addressed and presented to the employee who will initial receipt. A signed copy shall be delivered to the mayor's office for inclusion in the employee's personnel file. The employee may submit an explanation or rebuttal.

Disciplinary Action: It is agreed by the parties that all applicable provisions of the Grand Island City Code and the rules and regulations of the City Civil Service Commission are hereby made part of this agreement and by this reference made part hereof. An employee subject to disciplinary action may have a union representative, attorney, or other person present as the employee's representative during disciplinary proceedings as provided in the Civil Service ordinances and Personnel Rules of the City.

**ARTICLE XVII
GRIEVANCE PROCEDURE**

A. PROCEDURE

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

A grievance for the purpose of the agreement refers to a question of interpretation, application, and meaning of the terms of the labor agreement between the City and the Union. Employees shall raise and thoroughly discuss any matters of disagreement with their immediate supervisor in order to informally resolve as many matters as possible. In reducing a grievance to writing, the following information must be stated with reasonable clearness: the exact nature of the grievance; the act or acts of commission or omission; the time and place of the act of commission or omission; the identity of the party or parties who claim to be aggrieved; the provisions of this agreement that are alleged to have been violated; and the remedy which is sought.

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

First Step - Any employee who believes that he or she has a justifiable grievance shall discuss the request or complaint within ten (10) calendar days with the Union Grievance Committee. If the Committee determines that no grievance exists, then no further action is necessary.

Second Step - If the Committee determines that a grievance does exist, the Committee shall present the grievance, in writing, to the Fire Chief within ten (10) calendar days. The Fire Chief shall consider the grievance and notify the employee in writing within ten (10) calendar days after receipt of the grievance.

Third Step - If the grievance is not settled to the satisfaction of the employee, the employee or employee's representative shall present it in writing to the mayor of the City or the mayor's designated representative within ten (10) calendar days after the decision of the Fire Chief. The mayor or designated representative shall notify the employee of the decision made and of any action taken within ten (10) calendar days after receipt of the grievance.

Fourth Step - If the grievance is not settled to the satisfaction of the employee, he or she may appeal, within thirty (30) calendar days after receipt of the City's decision, to a court of competent jurisdiction.

The grievant shall be granted, if requested, up to two (2) shift days leave without pay to prepare the petition. The grievant shall be granted, if requested, up to two (2) shift days leave without pay to present the case in court.

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

B. GENERAL CONDITIONS

An employee must obtain the permission of the immediate supervisor before leaving the job to present a grievance.

The time limits provided in this article shall be strictly construed. Unless an extension is agreed to by both parties, failure to comply with the deadlines set forth above shall result in the grievance being conceded by the offending party.

ARTICLE XVIII OTHER BENEFITS

A. INSURANCE

Except as modified by this Article XVIII, Section A, the City agrees to provide medical and dental insurance during the term of this agreement for the employee and employee's eligible dependents at the same eligibility benefit level and employee contribution level as provided to other City employees under the City's general group insurance plan. Present and future benefits provided under the general group insurance plan shall be accorded the Union as modified. The City agrees to provide life insurance benefits, following the City's current plan.

The City shall make available a high deductible health plan (HDHP) for employees covered under this contract. Employee premiums for the HDHP are as follows:

<u>Year 1 HDHP</u>		
<u>Coverage Type</u>	<u>Employee Premium (per mo.)</u>	<u>Plan Year "Seed" Money</u>
<u>Single</u>	<u>\$ 75.81</u>	<u>\$ 1,350.00</u>
<u>2/4</u>	<u>\$ 175.52</u>	<u>\$ 2,025.00</u>
<u>Family</u>	<u>\$ 258.98</u>	<u>\$ 2,700.00</u>

<u>Year 2 HDHP</u>		
<u>Coverage Type</u>	<u>Employee Premium (per mo.)</u>	<u>Plan Year "Seed" Money</u>
<u>Single</u>	<u>\$ 77.33</u>	<u>\$ 1,350.00</u>
<u>2/4</u>	<u>\$ 179.03</u>	<u>\$ 2,025.00</u>
<u>Family</u>	<u>\$ 264.16</u>	<u>\$ 2,700.00</u>

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<u>Year 3 HDHP</u>		
<u>Coverage Type</u>	<u>Employee Premium (per mo.)</u>	<u>Plan Year "Seed" Money</u>
<u>Single</u>	<u>\$ 78.87</u>	<u>\$ 1,350.00</u>
<u>2/4</u>	<u>\$ 182.61</u>	<u>\$ 2,025.00</u>
<u>Family</u>	<u>\$ 269.44</u>	<u>\$ 2,700.00</u>

<u>Year 4 HDHP</u>		
<u>Coverage Type</u>	<u>Employee Premium (per mo.)</u>	<u>Plan Year "Seed" Money</u>
<u>Single</u>	<u>\$ 80.45</u>	<u>\$ 1,350.00</u>
<u>2/4</u>	<u>\$ 186.26</u>	<u>\$ 2,025.00</u>
<u>Family</u>	<u>\$ 274.83</u>	<u>\$ 2,700.00</u>

B. DISCONTINUANCE OF INSURANCE

1. Unless covered under the FMLA policy, an employee who is on a leave of absence without pay will be removed from coverage under the City's medical insurance plan on the first day of the month following the effective date of the leave and shall remain off the City's plan for the duration of said leave of absence. Upon expiration of such leave and upon return of the employee to active duty, he or she will receive coverage on the first day of the month following his or her return.

2. The employee will be required to pay the premium on the life insurance policy during any leave of absence without pay for the first sixty (60) days. Thereafter, the employee will be dropped from the life insurance plan. The employee shall pay both the City's premium and employee's premium, if any, during this period.

C. UNION BULLETIN BOARD

The City agrees to provide space for the union to erect one bulletin board in each fire station for the posting of notices pertinent to the good and welfare of the union.

D. UNIFORM ALLOWANCE

The City will provide to all new hires upon completion of training, bunker gear which will consist of a coat, pants, suspenders, two pairs of gloves, two hoods, helmet and one pair of boots chosen by the Fire Chief. All current employees will receive new bunker gear as is necessary to rotate out as determined by the Chief.

The City shall establish a quartermaster system where employees may order approved station uniform wear. Each employee after their first year will be credited five hundred twenty five dollars (\$525) annual credit to be used for the purchase of the uniform item purchases as needed. The City shall ~~deposit credit~~ the clothing allowance on the first full ~~paycheck pay period~~ in October. Orders must be placed by August 15th of each year to allow for invoice processing and year-end budgeting.

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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. The new hire and post-probation credits will be issued the first ~~check pay period~~ after the respective date. These amounts are not cumulative and must be used or lost. If an employee orders more items than they have money available, he/she will be responsible for the additional amount.

The following represents a sample list of approved items for new hires:

<u>Uniform Trousers</u>	<u>Cold Weather Gloves</u>
<u>Uniform Shorts</u>	<u>Uniform Coat</u>
<u>Long Sleeve Uniform Shirts</u>	<u>Ball Cap</u>
<u>Short Sleeve Uniform Shirts</u>	<u>Uniform Belt</u>
<u>Sweatshirts</u>	<u>Uniform Shoes and/or Boots</u>
<u>Long Sleeve T-shirts</u>	<u>Polo Shirt</u>
<u>Short Sleeve T-shirts</u>	<u>Items associated with a Class A Uniform</u>
<u>Helmet Light</u>	<u>Class A Overcoat</u>
<u>Bunker Gear Light</u>	<u>Exercise Shoes, Shorts, Sweatpants</u>
<u>Flashlight</u>	<u>Badges</u>
<u>Job Shirt</u>	

If any such employee shall resign his or her employment, or be terminated for any reason whatsoever, bunker gear paid for by the City shall remain the property of the City and shall be returned. The City will give no less than a ninety (90) day notice prior to any change to the uniform policy. Any changes would coincide with the award of the annual uniform allowance.

Life Safety Inspector Classification:

The City will provide to all new hires at the time of hire two (2) polo shirts, two (2) t-shirts, two (2) pants, one (1) belt, one (1) hat and one (1) uniform coat. These items will be replaced as needed by the City.

E. SAFETY COMMITTEE

In the interest of safety for members of the bargaining unit, a safety committee is established. Said committee shall consist of five members: a City safety representative and four union representatives, one from each fire station. At least one firefighter, one paramedic and one fire captain shall be among the union representatives. The final or prime responsibility of the safety program lies with the Fire Chief.

The safety committee will meet at least every 60 days to review safety programs and to discuss safety programs and equipment in general. Life and health safety concerns, essential equipment, and/or apparatus deficiencies will be noted and addressed in a timely manner. Copies of the minutes will be forwarded to the Fire Chief and the Union President.

F. ~~INFECTIOUS DISEASE EXPOSURE~~ OCCUPATIONAL HEALTH: TESTING AND TREATMENT

The City agrees to provide tetanus boosters, hepatitis A, hepatitis B, and meningitis vaccinations, and testing for HIV, and tuberculosis and necessary follow-through without cost to the employee. The City agrees to pay for a baseline test for hepatitis C and follow-up treatment for documented exposure to infectious conditions acquired while on the job.

The City will provide cancer testing during annual physicals if the Grand Island Fire Department Medical Director recommends such testing.

G. EXCHANGING WORK DAYS

Employees, solely at their option and with approval of the department, may agree to substitute for one another during scheduled work hours in performance of work in the same capacity. The hours worked shall be excluded by the employer in the calculation of the hours for which the substituting employee would otherwise be entitled to overtime compensation under the Fair Labor Standards Act. Where one employee substitutes for another, each employee will be credited as if he or she had worked his or her normal work schedule for that shift. Commander-Battalion Chief or Acting Shift Commander Battalion Chief shall be responsible for the approval of all time trades, which shall be submitted in writing. Once approved all time trades shall be considered as final. The City assumes no liability or responsibility for repayment of time trades. Employees maintain all records regarding time trades exclusive of the written request. The City shall not be responsible for any additional costs related to time trades. The City reserves the right to cancel work exchanges if either employee cannot fulfill the exchange. A two (2) calendar week notice of cancellation shall be provided by the City.

H. INSURANCE COMMITTEE

The City agrees to establish and maintain an employee advisory committee to make recommendations regarding health and dental -benefits. IAFF representation will be included on this committee.

The City agrees to maintain a pre-tax contribution plan for ~~health~~ and dental contributions and premiums.

I. MILEAGE REIMBURSEMENT

The City shall reimburse employees for mileage when using personal vehicles to move between stations due to staff rebalancing. Reimbursement rates are determined using the U. S. General Services Administration's (GSA's) Privately Owned Vehicle (POV) Mileage Reimbursement Rates.

J. LONG TERM DISABILITY

The City agrees to provide long term disability insurance during the term of this agreement for the employee at the same benefit level as provided to other City employees under the City's general group insurance plan. Employee contribution levels shall be evaluated annually during the plan renewal process. Increases in premium renewals shall be shared with the employees covered under this agreement based on a cost escalator process. For purposes of this Section, cost escalator process shall mean the difference in premium costs between a member of the bargaining unit and the average premium cost for all other City employees, which the difference shall be the responsibility of the bargaining unit member. Employee participation in long term disability is mandatory as long as coverage is available. Employee contributions will be on a pre-tax basis.

The City reserves the right to a request for proposal process to evaluate potential new vendors. In the event carriers refuse to cover members of the IAFF, the City reserves the right to discontinue coverage of IAFF members with a ninety (90) day notice. If the IAFF members have been removed from coverage, or elect to discontinue coverage, VEBA contributions will increase from \$10.00 per pay period to \$20.00 per pay period for the duration of the contract. IAFF reserves the right to discontinue coverage with a thirty (30) day notice.

K. LONGEVITY

Effective the first full pay period in October 2019, 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 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. If an employee separates employment, prorated longevity pay ceases at the end of employment. The following annual longevity pay rate schedule shall apply:

10 years	\$ 645.50 (Beginning 11 th year)
15 years	\$ 830.50 (Beginning 16 th year)
20 years	\$1,032.50 (Beginning 21 st year)
25 years	\$1,247.50 (Beginning 26 th year)

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**ARTICLE XIX
MANAGEMENT RIGHTS**

A. COLLECTIVE BARGAINING

The City has endorsed the practices and procedures of collective bargaining as an orderly way to conduct its relations with this group of employees; provided, that the City, acting through its chief administrative

officer of the City, retains the right to effectively operate in a reasonable and efficient manner to serve the best interests of all the citizens of the City.

B. RESERVED RIGHTS

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

1. Discipline or discharge for just cause whether arising under this agreement or City work rules.
2. Direct the work force.
3. Hire, assign, or transfer employees.
4. Determine the mission of the City.
5. Determine the methods, means, number of personnel needed to carry out the City's mission.
6. Introduce new or improved methods or facilities.
7. Change existing methods or facilities.
8. Relieve employees because of lack of work.
9. Contract out for goods or services.
10. The right to classify jobs and to allocate individual employees to appropriate classifications based upon duty assignments. The City will not abolish or change any bargaining unit classifications for the purpose of depriving the bargaining unit employees of their benefits under this agreement.

**ARTICLE XX
GENERAL PROVISIONS**

A. SCOPE OF NEGOTIATIONS

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

B. MATTERS NOT SPECIFICALLY MENTIONED

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

C. CHIEF ADMINISTRATIVE OFFICER

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

D. UNION MEETINGS

Union meetings shall be ~~held at a location other than~~allowed at the City's ~~fire~~Fire stationsStation 1.
Room requests shall be submitted to the Fire Division Chief.

E. UNION CREDENTIALS

No representative of the Local 647 Union shall be permitted to come on any job site of the City for any reason without first presenting his or her credentials to the chief administrative officer of the City, or the Fire Chief, and obtaining permission.

F. UNION SOLICITATION

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

G. DISCRIMINATION

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

H. UNION INTERFERENCE

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

I. PHYSICAL FITNESS PROGRAM

The City maintains the right to test for fitness for duty as provided for in the Americans with Disabilities Act for return to work.

The Safety Committee, as established by the Fire Department, will review employee fitness and wellness programs and make recommendations to the Chief and City Administrator regarding on going fitness and wellness. Any changes to the plan or requirements will be given to the committee for review and recommendation.

J. FIRE CHIEF

All references herein to the Fire Chief shall mean the head of the department of the City of Grand Island to which the employees covered under this agreement are assigned. The term "Fire Chief" shall include any duly authorized representative acting on behalf of the Fire Chief in accordance with the rules and regulations of the City.

ARTICLE XXI STRIKES AND LOCKOUTS

A. STRIKES

Neither the union nor any officers, agents, or employees will instigate, promote, sponsor, engage in, or condone any strike, slowdown, concerted stoppage of work or any other intentional interruption of the operations of the City, regardless of the reason for so doing. The union shall attempt in good faith at all times to keep its members on the job during periods of negotiations and hearings for the settlement of grievances. If employees strike or in any manner slow down or stop work without union authorization, the union shall notify the City of the facts involved with the incident. Any or all employees who violate any of the provisions of this article without union sanction may be summarily discharged or disciplined by the City.

B. LOCKOUTS

The City will not lock out any employee during the term of the offer as a result of a labor dispute with the union.

ARTICLE XXII DURATION OF OFFER

A. EXPIRATION

All of the terms, rights, obligations, benefits, and conditions of this offer will expire on September 30, ~~2017~~2023. The City and the Union agree to adhere to the laws of the State of Nebraska with respect to the Industrial Relations Act.

B. TERM

This labor agreement shall commence upon ratification by both parties on October 1, ~~2017~~2019 and shall continue in full force and effect until Midnight, September 30, ~~2019~~2023. If a new and substitute agreement has not been duly entered into prior to the expiration date, all economic terms of the offer shall continue in full force and effect unless modified in accordance with the final offer of the City, or until a new agreement is reached, the Nebraska Commission of Industrial Relations (CIR) has made a determination, or the Nebraska Supreme Court has made a decision on appeal from any CIR decision.

C. CIR WAIVER

As a result of negotiations, and in consideration of this entire collective bargaining agreement, the Union, on behalf of all of its members, hereby knowingly, intelligently, and voluntarily waives its right to file any proceedings with the Nebraska Commission of Industrial Relations (CIR) alleging lack of

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comparability with respect to any wages, fringe benefits or any other conditions of employment with respect to the time period between October 1, ~~2017-2019~~ through September 30, ~~2019~~2023.

ARTICLE XXIII SEVERABILITY

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

ARTICLE XXIV SCOPE OF AGREEMENT

A. COMPLETE AGREEMENT

This constitutes the complete agreement concerning all proper subjects of collective bargaining for the duration of the labor agreement period and supersedes all previous agreements. There are no oral agreements nor is this Agreement based upon any oral representation covering the subject matter of this Agreement.

B. INTERPRETATION

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

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INTERNATIONAL ASSOCIATION

____ President, Phillip Thomas

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R E S O L U T I O N 2019-266

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 Association of Firefighters, Local No. 647 and

WHEREAS, representatives of the City and the IAFF met to negotiate a labor agreement, and

WHEREAS, the City reached an agreement with the IAFF 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 Association of Firefighters, Local No. 647 for the period of October 1, 2019 through September 30, 2023.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, on August 27, 2019.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
August 23, 2019	☐ City Attorney



City of Grand Island

Tuesday, August 27, 2019

Council Session

Item I-2

#2019-267 - Consideration of Establishing a Shared Cost Residential Sidewalk Repair Program

Staff Contact: Jerry Janulewicz

Council Agenda Memo

From: Jerry Janulewicz, City Administrator

Meeting: August 27, 2019

Subject: Sidewalk Repair Cost Share Program

Presenter(s): Jerry Janulewicz, City Administrator

Background

Council Member Nickerson is requesting development of a sidewalk repair cost share program to address defective and inadequate residential sidewalks found within the city's municipal boundaries. He is proposing \$25,000 for this program be established in the Public Works Department budget for FY2019-20. The funds would be allocated within the proposed budget, not additional funds, for Public Works.

Discussion

Administration is bringing this resolution before council at the request of Council Member Nickerson in order to determine whether there is council support for establishing a cost share program for residential sidewalk repairs. State Statute and City Code grant Council the power to assess to the property owner the costs of sidewalk construction and repair, but it is not mandatory that costs be assessed. The City is obligated to notify the property owner that their sidewalk is defective and in need of repair and set a time frame in which the work is to be done. The property owner who fails to make such repairs is liable for injuries suffered as a result of the defective condition.

If Council approves the proposed resolution and thereby determines that development of a cost share program should go forward, Public Works Director John Collins proposes the following program elements:

- The objective is to establish a program to repair broken or ADA deficient sidewalks adjacent to existing single family dwellings and to construct segments of sidewalks to fill in the network along streets. This program is not intended for new developments or new construction.
- \$25,000 will be budgeted the first year as the program is being established.
- Work shall be handled in the order it is identified, except that the Public Works Director may give higher priority to sidewalks where there is reason, such

as near schools and medical facilities or where ongoing work may reduce costs such as areas around the annual sidewalk ramp project.

- Construction and repairs may be performed by staff or contracted. Alternately the property owner may assume responsibility for repairs.
- When the property owner assumes responsibility for sidewalk repairs, he may be reimbursed at a rate established annually by the Public Works Director and based on the most recent bids. In general the rate shall be 50% of what the City would expect to pay for similar work. The property owner must acquire approval from the Public Works Director prior to starting any work; all work must be completed in accordance with City standards. After receiving a request, Public Works staff will inspect the site and determine what work is needed; only this work will be eligible for reimbursement. Public Works staff will inspect the work as it progresses and assess the work once it is complete; only work completed and approved by Public Works Director is eligible for reimbursement.

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 consider and take action with respect to the proposed resolution.

Sample Motion

Move to approve the Resolution.

RESOLUTION 2019-267

WHEREAS, various residential sidewalks found within the City are inadequate, defective, or do not comply with required standards established by the Americans with Disabilities Act; and

WHEREAS, a cost share sidewalk repair program for single family residential properties should be established by the City to improve pedestrian safety and continue efforts to comply with applicable law; and

WHEREAS, \$25,000.00 should be appropriated from within the Public Works FY2019-20 budget to initiate development of such cost share program as proposed by the Public Works Director.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that \$25,000.00 be appropriated from within the Public Works FY2019-20 budget to initiate development of a cost share sidewalk repair program for single family residential properties as proposed by the Public Works Director.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 27, 2019.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
August 23, 2019	☐ City Attorney



City of Grand Island

Tuesday, August 27, 2019
Council Session

Item J-1

Approving Payment of Claims for the Period of August 14, 2019 through August 27, 2019

The Claims for the period of August 14, 2019 through August 27, 2019 for a total amount of \$5,261,708.99. A MOTION is in order.

Staff Contact: Patrick Brown



City of Grand Island

Tuesday, August 27, 2019

Council Session

Item X-1

Strategy Session with Respect to FOP Union Negotiations

The City Council may hold a closed or Executive Session as permitted by Neb. Rev. Stat. Sec. 84-1410. Closed sessions may be held for, but shall not be limited to such reasons as:

- 1. Protection of the public interest.*
- 2. Needless injury to the reputation of an individual.*
- 3. Strategy sessions with respect to*
 - a. collective bargaining,*
 - b. real estate purchases,*
 - c. pending litigation, or*
 - d. imminent or threatened litigation.*
- 4. Discussion regarding deployment of security personnel or devices.*
- 5. For the Community Trust created under Sec. 81-1801.02, discussion regarding the amounts to be paid to individuals who have suffered from a tragedy of violence or natural disaster.*

Staff Contact: Aaron Schmid, Human Resources Director