# **City of Grand Island**



## Tuesday, December 28, 2021 Council Session Agenda

## **City Council:**

Jason Conley Michelle Fitzke Bethany Guzinski Chuck Haase Maggie Mendoza Vaughn Minton Mitchell Nickerson Mike Paulick Justin Scott 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 Trevon Buchanan, Stolley Park Church of Christ, 2822 West Stolley Park Road

**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, December 28, 2021 Council Session

## Item E-1

## Public Hearing on Acquisition of Utility Easement - 3957 Silver Road (Automotive Specialties)

Council action will take place under Consent Agenda item G-9.

Staff Contact: Tim Luchsinger, Stacy Nonhof

## **Council Agenda Memo**

From:	Tim Luchsinger, Utilities Director Stacy Nonhof, Interim City Attorney
Meeting:	December 28, 2021
Subject:	Acquisition of Utility Easement – 3957 Silver Road – Automotive Specialties Sales and Service, LLC
Presenter(s):	Timothy Luchsinger, Utilities Director

### **Background**

Nebraska State Law requires that acquisition of property must be approved by City Council. The Utilities Department needs to acquire utility easement relative to the property of Automotive Specialties Sales and Service, LLC, through a part of Lot Eight (8), Westgate Industrial Park Second Subdivision in the City of Grand Island, Hall County, Nebraska (3957 Silver Road), in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers.

## **Discussion**

Automotive Specialties Service and Sales, LLC has requested a new electrical service for a new building located at 3957 Silver Road. The City will need to install a 75 KVA 3 phase transformer and 300 linear feet of 1/0 cable to accommodate the new electrical service. This easement will allow the Utilities Department to access, operate and maintain the electrical infrastructure at this location.

## **Alternatives**

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

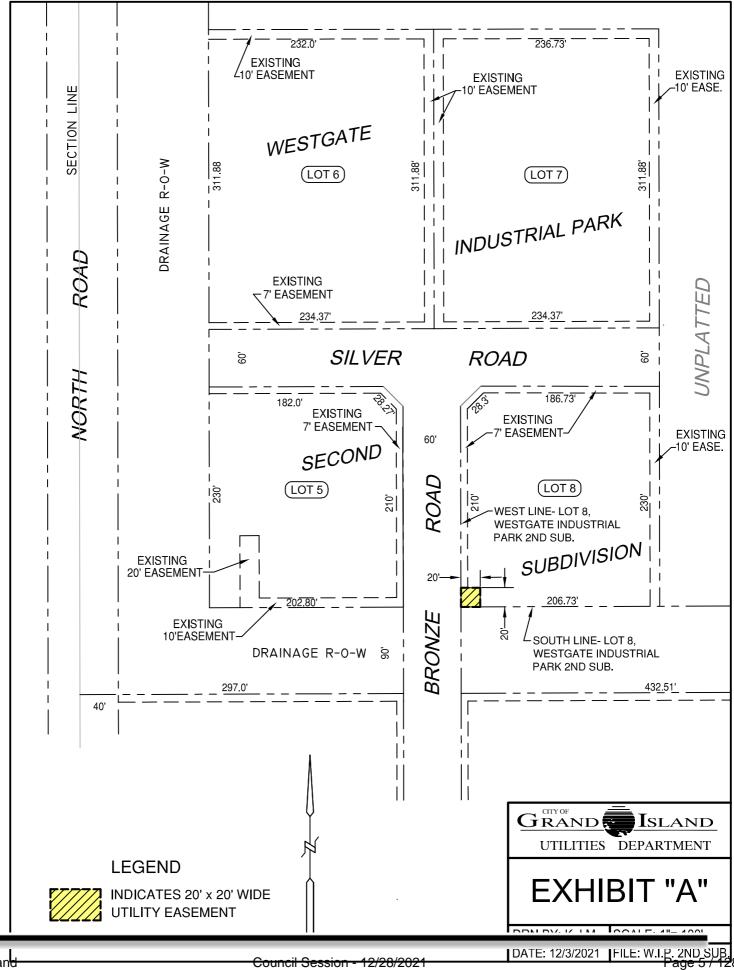
- 1. Make a motion to approve
- 2. Refer the issue to a Committee
- 3. Postpone the issue to future date
- 4. Take no action on the issue

## **Recommendation**

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

## Sample Motion

Move to approve acquisition of the Utility Easement.





# **City of Grand Island**

Tuesday, December 28, 2021 Council Session

## Item E-2

## Public Hearing on Acquisition of Utility Easement - 3625 W. Old Potash (Hornady Family)

Council action will take place under Consent Agenda item G-10.

Staff Contact: Tim Luchsinger, Stacy Nonhof

## **Council Agenda Memo**

From:	Tim Luchsinger, Utilities Director Stacy Nonhof, Interim City Attorney
Meeting:	December 28, 2021
Subject:	Acquisition of Utility Easement – 3625 W. Old Potash Highway – Hornady Family Limited Partnership
Presenter(s):	Timothy Luchsinger, Utilities Director

### **Background**

Nebraska State Law requires that acquisition of property must be approved by City Council. The Utilities Department needs to acquire utility easement relative to the property of Hornady Family Limited Partnership, through a part of the North Half of the Northeast Quarter (N1/2, NE1/4) of Section Twenty Four (24), Township Eleven (11) North, Range Ten (10) West of the 6th PM in Hall County, Nebraska (3625 W. Old Potash Highway), in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers.

## **Discussion**

Hornady Manufacturing is in the process of expanding their Manufacturing Plant located at 3625 W. Old Potash Hwy. As a part of the expansion the City will need to install an additional 2500 KVA transformer to upgrade the existing electrical service. This easement will allow the Utilities Department to access, operate and maintain the electrical infrastructure at this location.

## **Alternatives**

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

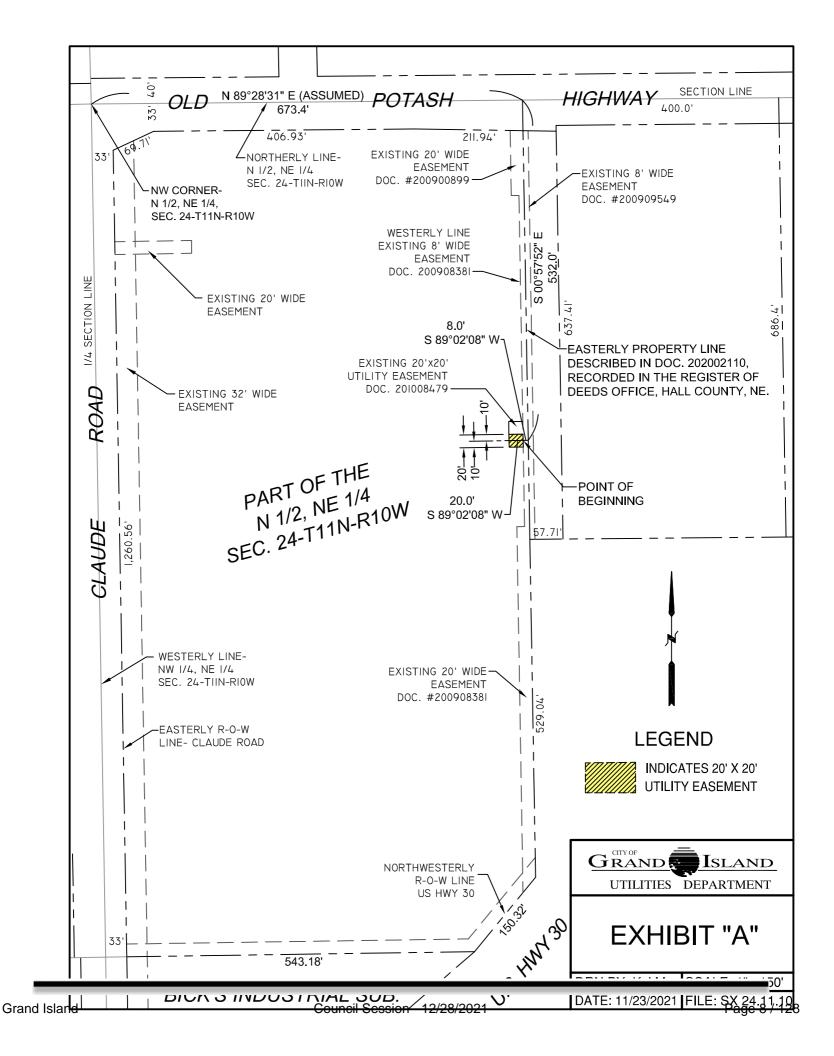
- 1. Make a motion to approve
- 2. Refer the issue to a Committee
- 3. Postpone the issue to future date
- 4. Take no action on the issue

## **Recommendation**

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

## Sample Motion

Move to approve acquisition of the Utility Easement.





# **City of Grand Island**

Tuesday, December 28, 2021 Council Session

## Item F-1

## **#9866 - Consideration of Amending Grand Island City Code** Chapters 18 and 26 Relative to Mechanical and Plumbing Regulations

Staff Contact: Craig Lewis

## **Council Agenda Memo**

From:	Craig A. Lewis, Building Department Director
Meeting:	December 28, 2021
Subject:	Amending Chapter 18 & 26 of the Grand Island City Code
Presenter(s):	Craig Lewis, Building Department Director

## **Background**

The City of Grand Island has adopted and enforced plumbing and mechanical regulations for several decades. Currently the 2018 Edition of the Uniform Plumbing and Uniform Mechanical Codes are adopted to provide minimum standards for the protection of the public health, safety, and welfare in regard to installations and facilities. This proposal is to amend the City Code to provide continuing education for mechanical licenses and define the scope of services for mechanical and plumbing licenses.

### **Discussion**

The City Council in November of 2020 approved continuing education for plumbing licenses, this amendment will require continuing education for Mechanical licenses. The amendment will also modify scope of services to allow plumbers to continue to provide services on boilers, refrigeration, and hydronics as defined in the Mechanical code.

These modifications have been before the Grand Island Plumbing and Mechanical Boards and received their approval and endorsement.

## Alternatives

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

- 1. Approve the ordinance.
- 2. Disapprove or /Deny the ordinance.
- 3. Modify the ordinance to meet the wishes of the Council
- 4. Table the issue

## **Recommendation**

City Administration recommends that the Council approve the ordinance to adopt the proposed revisions to Chapter 18 & 26 of the Grand Island City Code.

## **Sample Motion**

Move to approve the ordinance to amend Chapters 18 & 26 of the Grand Island City Code.

#### ORDINANCE NO. 9866

An ordinance to amend Chapter 18 and 26 of the Grand Island City code; to amend Sections 18-45, 18-45.1, 18-45.2, 18-45.3, 18-46, 18-48 and 26-44.1; 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 effective date of this ordinance.

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

SECTION 1. Sections 18-45, 18-45.1, 18-45.2, 18-45.3, 18-46, 18-48, and 26-44.1 of the Grand Island City Code Chapter 18 are amended to read as follows:

#### CHAPTER 18 MECHANICAL

#### Division 4. Master & Journeyman Mechanical Fitters

#### **§18-45.** Examinations; Fee; Exemptions

Any person desiring to be licensed as a master mechanical fitter or as a journeymanmechanical fitter pursuant to this chapter shall make written application for an examination to the Board. Examination fees shall be in accordance with the City of Grand Island Fee Schedule.

Examination fees shall accompany such application. Examination fees are not returned but shall be forfeited in the event the applicant fails the examination.

#### <u>§18-45.1 Master Mechanical Fitter</u>

A Master Mechanical Fitter shall mean a person who is registered with the Grand Island Building Department and has completed all experience requirements as a journeyman mechanical fitter and has passed a master level mechanical fitter's examination. A Master Mechanical Fitter has the necessary qualifications, training, experience, and technical knowledge to properly plan, layout, install, alter and repair mechanical systems or parts thereof including, but not limited to, ventilation air; exhaust systems; duct systems; combustion air; chimneys and vents; installation of specific appliances – as defined in the UMC; boilers and pressure vessels; hydronics; refrigeration; fuel gas piping; process piping; solar energy systems; stationary power plants – as defined in the UMC, in accordance with the standards, rules, and regulations established by the Grand Island Mechanical Board. A practicing Master Mechanical Fitter must be an employee of a registered Contracting Master Mechanical Fitter and work under a Contracting Master Mechanical Fitter's supervision.

#### §18-45.2 Journeyman Mechanical Fitter

A Journeyman Mechanical Fitter shall mean a person who is registered with the Grand Island Building Department and who has completed their apprenticeship under the supervision of

> Approved as to Form ¤\_\_\_\_\_ December 23, 2021 ¤ City Attorney

a Contracting Mechanical Fitter. A Journeyman Mechanical Fitter has passed a journeyman level mechanical fitter's examination and has a working knowledge and application of the skills required to be employed as a mechanical fitter in accordance with the standards, rules, and regulations established by the Grand Island Mechanical Board. A practicing Journeyman Mechanical Fitter must be an employee of a registered Contracting Master Mechanical Fitter and work under a Contracting Master Mechanical Fitter's supervision.

#### §18-45.3 Apprentice Mechanical Fitter

An Apprentice Mechanical Fitter is an entry-level mechanical fitter who is registered with the Grand Island Building Department and is working under the direct supervision of a licensed Journeyman Mechanical Fitter or Master Mechanical Fitter and is an employee of a registered Contracting Master Mechanical Fitter.

#### §18-46. Reserved Examinations; Fee; Exemptions

Any person desiring to be licensed as a master mechanical fitter or as a journeyman mechanical fitter pursuant to this chapter shall make written application for an examination to the Board. Examination fees shall be in accordance with the City of Grand Island Fee Schedule.

Examination fees shall accompany such application. Examination fees are not returned but shall be forfeited in the event the applicant fails the examination.

#### §18-48.1 Continuing Education Requirements

All Journeyman Mechanical Fitters, Master Mechanical Fitters, and Contracting Master Mechanical Fitters are required to complete a total of six (6) hours of continuing education annually. The six (6) hours shall include four (4) hours of principle instruction and two (2) hours of code instruction as defined below in Section 18-48.2.

#### §18-48.2 Instruction Hours Defined

Principle instruction hours means subjects that directly relate to the performance of HVAC services. Examples of such subjects include, but are not limited to: the design, installation, servicing, troubleshooting, and skills training for HVAC appurtenances, boilers and gas piping systems.

Code instruction hours means subjects that directly relate to regulations governing HVAC and mechanical systems. Examples of such subjects include, but are not be limited to: the Uniform Mechanical Code, written and published by IAPMO, the Nebraska American Disabilities Act, and NFPA 54.

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#### §18-48.3 Journeyman Mechanical Exam Credit.

Apprentices who pass the Journeyman Mechanical Fitters License Examination will be exempt from any continuing education requirements for the calendar year in which the passing score is obtained.

#### §18-48.4 Master Mechanical Exam Credit.

Journeyman Mechanical Fitters who pass the Master Mechanical Fitters Examination will be exempt from any continuing education requirement for the calendar year in which the passing score is obtained.

SECTION 2. Section 26-44.1 of the Grand Island City Code is hereby amended to read as follows:

#### **CHAPTER 26 PLUMBING**

#### **Division 3. Master and Journeymen Plumbers**

#### §26-44.1 Master Plumber

A Master Plumber shall mean a person who is registered with the Grand Island Building Department and has completed all experience requirements as a journeyman plumber and has passed a master level plumber's examination. A Master Plumber has the necessary qualifications, training, experience, and technical knowledge to properly plan, layout, install, alter and repair plumbing systems or parts thereof including, but not limited to, plumbing fixtures and fixture fittings; water heaters; water supply and distribution; sanitary drainage, including onsite wastewater systems; indirect wastes; vents, traps and interceptors; storm drainage; fuel gas piping; health care facilities and medical gas and medical vacuum systems; firestop protection – as defined in the UPC; alternate water sources for nonpotable applications; nonpotable rainwater catchment systems; combination waste and vent systems; alternate plumbing systems; boilers and pressure vessels; and hydronics; in accordance with the standards, rules, and regulations established by the Grand Island Plumbing Board. A practicing Master Plumber must be an employee of a registered Contracting Master Plumber and work under a Contracting Master Plumber's supervision.

SECTION 3. Any ordinance or parts of ordinances in conflict herewith be, and hereby are, repealed.

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Grand Island

SECTION 4. This ordinance shall be in force and take effect from and after its passage and publication pursuant to law beginning January 1, 2022.

Enacted: December 28, 2021.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

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# **City of Grand Island**

Tuesday, December 28, 2021 Council Session

## Item F-2

## **#9867 - Consideration of Approving Salary Ordinance**

Staff Contact: Aaron Schmid, Human Resources Director

## **Council Agenda Memo**

From:	Aaron Schmid, Human Resources Director
Meeting:	December 28, 2021
Subject:	Consideration of Approving Salary Ordinance No. 9866 to Include Lateral Hiring Incentive Package for Certified Police Officer Applicants.
Presenter(s):	Aaron Schmid, Human Resources Director

## **Background**

The staffing of Police Officers at the Grand Island Police Department continues to be an issue. Officer vacancies within the department have reached a current high of 9 openings.

In June of this year, Council approved a lateral hiring incentive for certified Officers in the amount of \$1,500 along with 50 hours of compensatory time. Pay step placement with the City is equal to the pay from their former agency. Despite the implementation of this program, we have not been able to hire any certified applicants.

Additionally, the last round of non-certified applicant recruiting resulted in hiring zero applicants.

The following will discuss proposed changes to the salary ordinance. Changes to the ordinance must be approved by Council.

## **Discussion**

The Police Department would like to increase the lateral hiring incentive program to \$5,000 along with the 50 hours of compensatory time and step placement based on prior agency. The increase would position the department to be more competitive in regards to incentives other agencies are offering in the state. Also, as a reference point, the cost of sending a non-certified Officer through the NLETC training program is approximately \$21,000.

Additionally, the department would like to offer a referral incentive to existing Officers who successfully recruit applicants. The proposal is to offer \$300 incentive towards the referral of one non-certified applicant that makes the Civil Service eligibility list. A \$500 incentive for the referral of two or more non-certified applicants that make the eligibility list. A \$500 incentive for the referral of one or more certified applicants the make the eligibility list. A \$500 incentive for the referral of one or more of the referred applicants is hired.

The aim of the referral incentive is to generate quality candidates for the multiple openings. The goal is to get current employees to reach out to friends, family and colleagues in the profession to encourage employment with the department.

### 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 Council approve Salary Ordinance No. 9867.

## **Sample Motion**

Move to approve Salary Ordinance No. 9867.

#### ORDINANCE NO. 9867

An ordinance to amend Ordinance 9861 known as the Salary Ordinance which lists the currently occupied classifications of officers and employees of the City of Grand Island, Nebraska and established the ranges of compensation of such officers and employees; to amend the salary ranges of those employees covered under the IBEW Utilities labor agreement; to remove the IBEW Utilities position of Senior Meter Reader; to amend the salary range of the non-union position of Meter Reader Part Time to align with the Meter Reader Full Time in the IBEW Utilities labor agreement; to amend the salary range of the non-union Senior Electrical Engineer; to amend the shift differential for those employees in the IBEW Utilities positions of Power Dispatcher I, Power Dispatcher II; Power Plant Operator, Senior Power Dispatcher and Senior Power Plant Operator; to amend the lateral hiring incentive for the Police Department, namely for certified applicants, a Five Thousand dollar (\$5,000) certification credit and fifty (50) hours of compensatory time; to add a referral incentive to existing Officers who successfully recruit applicants, specifically, a Three Hundred dollar (\$300) incentive for the referral of one non-certified applicant who makes the Civil Service eligibility list; a Five Hundred dollar (\$500) incentive for the referral of two or more non-certified applicants who make the Civil Service eligibility list; a Five Hundred dollar (\$500) incentive for the referral of one or more certified applicants who make the Civil Service eligibility list; and a One Thousand Seven Hundred dollar (\$1,700) incentive if one or more of the referred applicants is hired; and to repeal those portions of Ordinance No. 9861 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:

Approved as to Form¤December 21, 2021¤City Attorney

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

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Accountant	28.2676/41.0956	Exempt
Accounting Technician – Solid Waste	20.8218/26.1926	40 hrs/week
Administrative Assistant –Building – Part Time	20.4435/29.3215	40 hrs/week
Administrative Coordinator – Public Works	23.8182/34.7669	40 hrs/week
Assistant Finance Director	36.6364/54.4021	Exempt
Assistant Public Works Director/Engineering	44.1891/67.2738	Exempt
Assistant Public Works Director of Wastewater	52.4948/73.3160	Exempt
Assistant Utilities Director – Engineering/Business Operations	57.3856/83.3704	Exempt
Assistant Utilities Director – Production	57.3856/83.3704	Exempt
Assistant Utilities Director – Transmission	57.3856/83.3704	Exempt
Attorney	38.4573/56.8206	Exempt
Building Department Director	43.7705/64.7396	Exempt
Cemetery Superintendent	27.8026/40.1660	Exempt
City Administrator	83.5875/96.3450	Exempt
City Attorney	56.1473/77.4553	Exempt
City Clerk	36.2973/48.1076	Exempt
Civil Engineer I	31.3740/44.5826	Exempt
Civil Engineer II	36.3159/52.2973	Exempt
Collection System Supervisor	27.7512/41.1137	40 hrs/week
Community Development Administrator	24.6956/36.6738	40 hrs/week
Community Service Officer – Part time	17.5592/24.6211	40 hrs/week
Custodian – Library, Police	16.5211/22.1077	40 hrs/week
Customer Service Representative	11.2934/15.4904	40 hrs/week

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Customer Service Team Leader	22.9229/32.7796	Exempt
Deputy City Clerk	29.0378/38.4860	40 hrs/week
Electric Distribution Superintendent	41.9336/57.6781	Exempt
Electric Distribution Supervisor	38.8735/53.7222	40 hrs/week
Electric Underground Superintendent	41.2596/57.4986	Exempt
Electrical Engineer I	31.4980/43.8334	Exempt
Electrical Engineer II	35.2926/50.7006	Exempt
Emergency Management Deputy Director	30.7543/45.1964	Exempt
Emergency Management Director	43.7705/64.7396	Exempt
Engineer I – Public Works	34.6000/49.9636	Exempt
Engineer I – WWTP	34.6000/49.9636	Exempt
Engineering Technician - WWTP	23.4063/33.6893	40 hrs/week
Equipment Operator - Solid Waste	22.0125/28.9944	40 hrs/week
Finance Director	49.6760/74.7189	Exempt
Finance Operations Supervisor	27.4819/38.6171	Exempt
Fire Chief	51.3028/73.2971	Exempt
Fire EMS Division Chief	43.5279/58.8883	Exempt
Fire Operations Division Chief	43.5279/58.8883	Exempt
Fire Prevention Division Chief	43.5279/58.8883	Exempt
Fleet Services Shop Foreman	27.8789/41.2434	40 hrs/week
GIS Coordinator - PW	30.3065/45.2375	Exempt
Grants Administrator	28.2676/41.0956	40 hrs/week
Grounds Management Crew Chief – Cemetery	22.2425/33.6894	40 hrs/week
Grounds Management Crew Chief – Parks	24.3158/34.9630	40 hrs/week
Human Resources Director	44.5499/66.8681	Exempt
Human Resources Benefits/Risk Mgmt Coordinator	26.7780/40.3274	40 hrs/week
Human Resources Recruiter	26.7780/40.3274	40 hrs/week
Human Resources Specialist	26.7780/40.3274	40 hrs/week
Information Technology Manager	42.0401/63.5004	Exempt
Interpreter/Translator	17.5507/26.3534	40 hrs/week
Legal Secretary	22.5094/33.5515	40 hrs/week
Librarian I	26.4156/35.7006	Exempt
Librarian II	30.6949/39.4211	Exempt
Library Assistant I	17.6104/25.4509	40 hrs/week
Library Assistant II	21.7632/30.8094	40 hrs/week

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Library Director	48.5101/73.1620	Exempt
Library Page	12.5198/17.2716	40 hrs/week
Library Secretary	18.5589/25.9374	40 hrs/week
Maintenance Worker – Cemetery Part Time	15.7820/23.3988	40 hrs/week
Meter Reader – Part Time	24.1758/30.1979	40 hrs/week
Meter Reader Supervisor	26.5439/34.2119	Exempt
MPO Program Manager	29.8575/44.2044	Exempt
Office Manager – Police Department	22.5835/33.4954	40 hrs/week
Parks and Recreation Director	47.9659/71.9623	Exempt
Parks Superintendent	35.5843/52.3295	Exempt
Payroll Specialist	23.7770/34.7883	40 hrs/week
Planner I	26.2252/39.0590	40 hrs/week
Planning Director	44.7728/66.3355	Exempt
Police Captain	41.0025/59.7113	Exempt
Police Chief	48.7891/76.6353	Exempt
Power Plant Maintenance Supervisor	40.0363/55.8464	Exempt
Power Plant Operations Supervisor	40.6060/57.8480	Exempt
Power Plant Superintendent – Burdick	49.9228/70.8321	Exempt
Power Plant Superintendent – PGS	52.8326/76.7941	Exempt
Public Works Director	50.6938/76.5018	Exempt
Public Works Engineer	35.9586/53.6866	Exempt
Receptionist	17.5507/26.3534	40 hrs/week
Recreation Coordinator	26.0828/37.0175	Exempt
Recreation Superintendent	34.2833/50.4243	Exempt
Regulatory and Environmental Manager	43.3598/57.4829	Exempt
Senior Civil Engineer	41.2645/61.1740	Exempt
Senior Electrical Engineer	48.8088/61.3995	Exempt
Senior Public Safety Dispatcher	23.2192/30.4183	40 hrs/week
Senior Utility Secretary	19.6160/27.4180	40 hrs/week
Shooting Range Superintendent	31.4890/47.2754	Exempt
Solid Waste Division Clerk - Full Time	21.3908/26.9660	40 hrs/week
Solid Waste Division Clerk - Part Time	19.2517/24.2694	40 hrs/week
Solid Waste Foreman	26.4749/36.9540	40 hrs/week
Solid Waste Superintendent	36.2099/53.8010	Exempt
Street Superintendent	33.7851/49.3640	Exempt

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Street Foreman	26.9844/39.9813	40 hrs/week
Transit Program Manager	30.1356/45.2410	Exempt
Utilities Director	75.7041/105.1509	Exempt
Utility Production Engineer	41.0193/59.6150	Exempt
Utility Warehouse Supervisor	30.0775/41.1263	40 hrs/week
Victim Assistance Unit Coordinator	18.4893/25.8710	40 hrs/week
Victim/Witness Advocate	16.9519/23.7076	40 hrs/week
Wastewater Plant Chief Operator	27.3718/38.4983	40 hrs/week
Wastewater Plant Operations Engineer	49.9946/69.8306	Exempt
Wastewater Plant Maintenance Supervisor	28.0480/41.0928	40 hrs/week
Wastewater Plant Regulatory Compliance Manager	33.9519/41.9795	Exempt
Water Superintendent	35.2743/52.1246	Exempt
Water Supervisor	28.7632/42.1517	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

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:
  - o 1 referral \$50.00
  - o 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

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	22.3876/31.1427	40 hrs/week
Custodian	17.3168/21.5822	40 hrs/week
Electric Distribution Crew Chief	38.9666/50.8883	40 hrs/week
Electric Underground Crew Chief	38.9666/50.8883	40 hrs/week
Engineering Technician I	26.1591/33.5904	40 hrs/week
Engineering Technician II	32.4526/42.0591	40 hrs/week
Instrument Technician	37.0707/47.2568	40 hrs/week
Lineworker Apprentice	27.7882/38.5498	40 hrs/week
Lineworker First Class	35.4013/43.7249	40 hrs/week
Materials Handler	31.0070/39.4318	40 hrs/week
Meter Reader	24.1758/30.1979	40 hrs/week
Meter Technician	33.2499/37.7483	40 hrs/week
Power Dispatcher I	36.1020/44.7877	40 hrs/week
Power Dispatcher II	40.2854/50.7224	40 hrs/week
Power Plant Maintenance Mechanic	34.6092/42.8018	40 hrs/week
Power Plant Operator	37.8075/43.8578	40 hrs/week
Senior Engineering Technician	36.0782/45.0109	40 hrs/week
Senior Materials Handler	35.4941/49.2077	40 hrs/week
Senior Power Dispatcher	46.4846/55.9970	40 hrs/week
Senior Power Plant Operator	43.5085/50.4378	40 hrs/week
Senior Substation Technician	39.6994/46.2921	40 hrs/week
Senior Water Maintenance Worker	26.9446/35.9365	40 hrs/week
Substation Technician	39.5895/44.4692	40 hrs/week
Systems Technician	41.5793/46.6303	40 hrs/week
Tree Trim Crew Chief	35.6425/44.8034	40 hrs/week
Utility Electrician	34.6685/44.1017	40 hrs/week

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Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Utility Groundman	24.4206/30.8000	40 hrs/week
Utility Secretary	21.0568/29.3725	40 hrs/week
Utility Technician	34.2461/45.5569	40 hrs/week
Utility Warehouse Clerk	26.2350/32.7744	40 hrs/week
Water Maintenance Worker	25.4102/33.4379	40 hrs/week
Wireworker I	25.5350/37.6918	40 hrs/week
Wireworker II	35.4013/43.7249	40 hrs/week

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

Classification	Hourly Pay Range Min/Max	
Police Officer	24.0225/38.1427	
Police Sergeant	33.2774/45.2590	
Police Lieutenant	36.7071/51.5830	

#### OVERTIME ELIGIBILITY

The City has reserved its right to the utilization of the 207(k) FLSA exemption. 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. All work completed after eighty (80) hours in a pay period that is performed for work that is funded by -8-

grants from parties outside or other than the City of Grand Island, shall be paid overtime for the time worked after eighty (80) hours, if the time is funded at overtime rates by the grant.

A lateral hiring incentive is provided, namely for certified applicants, <u>Five Thousand</u> <u>dollars (\$5,000)</u> <u>One Thousand Five Hundred Dollars (\$1,500)</u> certification credit and fifty (50) hours of compensatory time if eligible.

A referral incentive is provided for existing Officers who successfully recruit applicants, specifically, a Three Hundred dollar (\$300) incentive for the referral of one non-certified applicant who makes the Civil Service eligibility list; a Five Hundred dollar (\$500) incentive for the referral of two or more non-certified applicants who make the Civil Service eligibility list; a Five Hundred dollar (\$500) incentive for the referral of one or more certified applicants who make the Civil Service eligibility list; and a One Thousand Seven Hundred dollar (\$1,700) incentive if one or more of the referred applicants is hired.

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	23.0309/29.6326	212 hrs/28 days
Firefighter / EMT	17.3619/24.2884	212 hrs/28 days
Firefighter / Paramedic	18.7687/26.5120	212 hrs/28 days
Life Safety Inspector	26.4868/34.5345	40 hrs/week
Battalion Chief	29.6036/34.1068	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 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	18.8680/28.2987	40 hrs/week
Biosolids Technician	23.0200/33.9453	40 hrs/week
Equipment Operator – WWTP	21.3138/ 29.8620	40 hrs/week
Lead Maintenance Mechanic	23.4477/33.9307	40 hrs/week
Lead Maintenance Worker	22.5717/31.7608	40 hrs/week
Lead Wastewater Plant Operator	25.1151/36.0041	40 hrs/week
Maintenance Mechanic I	19.9733/30.0117	40 hrs/week
Maintenance Worker – WWTP	19.9316/29.5334	40 hrs/week
Stormwater Program Manager	24.5901/36.8334	40 hrs/week
Wastewater Plant Laboratory Technician	22.7916/31.5683	40 hrs/week
Wastewater Plant Operator I	20.5507/28.8558	40 hrs/week
Wastewater Plant Operator II	23.3588/33.0438	40 hrs/week

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 ranges of compensation salary and wages to be paid for such classifications, and the number of -10-

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	18.1313/26.2818	40 hrs/week
Accounting Technician – Streets	21.7231/28.4998	40 hrs/week
Accounts Payable Clerk	20.4525/28.9122	40 hrs/week
Administrative Assistant-Bldg, Fire, Parks, Planning	20.4435/29.3215	40 hrs/week
Administrative Assistant – Public Works	21.6005/31.2640	40 hrs/week
Audio Video Technician	24.4873/32.9470	40 hrs/week
Building Inspector	24.0080/35.9899	40 hrs/week
Cashier	18.6247/25.5908	40 hrs/week
Community Service Officer	17.5592/24.6211	40 hrs/week
Computer Technician	25.5128/36.6251	40 hrs/week
Crime Analyst	25.1338/32.4789	40 hrs/week
Electrical Inspector	24.1752/35.9119	40 hrs/week
Emergency Management Coordinator	21.5894/31.2640	40 hrs/week
Engineering Technician – Public Works	24.1683/34.0850	40 hrs/week
Evidence Technician	20.2408/29.4361	40 hrs/week
GIS Coordinator	31.0713/46.8124	40 hrs/week
Maintenance Worker I – Building, Library, Police	17.1541/24.2867	40 hrs/week
Maintenance Worker II – Building, Library, Police	20.1627/27.1401	40 hrs/week
Payroll Clerk	21.2139/29.9773	40 hrs/week
Plans Examiner	23.9582/35.9899	40 hrs/week
Plumbing/Mechanical Inspector	24.1864/35.5663	40 hrs/week
Police Records Clerk	18.0813/25.6821	40 hrs/week
Public Safety Dispatcher	21.7901/28.8008	40 hrs/week
Senior Accounting Clerk	20.2854/28.8676	40 hrs/week
Shooting Range Operator	26.6273/35.8338	40 hrs/week
Wastewater Secretary	20.3634/28.7450	40 hrs/week

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

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SECTION 8. A shift differential of fifty cents (\$0.50) 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 seventy-five cents (\$0.75) 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 fifty cents (\$0.50) 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 seventy-five cents (\$0.75) 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 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 \$0.50 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 forty-five cents (\$0.45) 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.

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. 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 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.

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Employees covered by 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. Employees covered by the IBEW Utilities 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 <u>unscheduled</u> 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.

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, the non-union position of Meter Reader – Part Time, 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:

1 (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 percent (38%) of their accumulated medical leave at the time of their retirement, not to exceed six hundred five and thirty-four hundredths hours (605.34) [calculated at 38% x 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

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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 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 sixtyeight and sixty-five hundredths hours (468.65) [calculated at 35% x 1,339 hours]. Employees covered under the FOP labor agreement shall be paid twenty percent (20%) for their accumulated medical leave at separation of employment after twenty (20) years of service; forty percent (40%) for their

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accumulated medical leave at separation of employment after twenty-five (25) years of service; fifty percent (50%) of accumulated medical leave for a death not occurring in the line of duty and one hundred percent (100%) of accumulated medical leave for a death occurring in the line of duty. The rate of compensation is based on the employee's salary at the time of separation. The payout for medical leave shall be made to a VEBA made on their behalf in lieu of payment.

(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.

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, IBEW Wastewater Treatment Plant labor agreement and the FOP 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

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#### ORDINANCE NO. 9867(Cont.)

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. 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:

Five (5) years (beginning 6 <sup>th</sup> year	\$ 350.00
Ten (10) years (beginning 11 <sup>th</sup> year)	\$ 645.50
Fifteen (15) years (beginning 16 <sup>th</sup> year)	\$ 870.00
Twenty (20) years (beginning 21st year)	\$1,096.00
Twenty-five (25) years (beginning 26 <sup>th</sup> year)	\$1,270.00

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

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

Those employees who are represented by the IBEW-Wastewater Treatment Plant shall annually receive longevity pay as follows:

Five (5) years (beginning 6 <sup>th</sup> year)	\$ 226.00
Ten (10) years (beginning 11 <sup>th</sup> year)	\$ 443.00
Fifteen (15) years (beginning 16 <sup>th</sup> year)	\$ 624.00
Twenty (20) years (beginning 21 <sup>st</sup> year)	\$ 796.00

#### ORDINANCE NO. 9867(Cont.)

Twenty-five (25) years (beginning 26 <sup>th</sup> year)	\$ 994.00
Forty (40) years (beginning 41 <sup>st</sup> 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:

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

Those employees who are represented by the IBEW Service/Clerical/Finance labor agreement shall annually receive longevity pay as a lump sum payment on the payroll which includes their anniversary date as follows:

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

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. retroactive to October 10, 2021.

SECTION 14. Those portions of Ordinance No. 9861 and all other parts of

ordinances in conflict herewith be, and the same are, hereby repealed.

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#### ORDINANCE NO. 9867(Cont.)

Enacted: December 28, 2021

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk



Tuesday, December 28, 2021 Council Session

### Item G-1

### **Approving Minutes of December 14, 2021 City Council Regular Meeting**

Staff Contact: RaNae Edwards

#### CITY OF GRAND ISLAND, NEBRASKA

#### MINUTES OF CITY COUNCIL REGULAR MEETING December 14, 2021

Pursuant to due call and notice thereof, a Regular Meeting of the City Council of the City of Grand Island, Nebraska was conducted in the Council Chambers of City Hall, 100 East First Street, on December 14, 2021. Notice of the meeting was given in *The Grand Island Independent* on December 8, 2021.

Mayor Roger G. Steele called the meeting to order at 7:00 p.m. The following City Council members were present: Mike Paulick, Justin Scott, Michelle Fitzke, Mark Stelk, Jason Conley, Vaughn Minton, Bethany Guzinski, Maggie Mendoza, Mitch Nickerson, and Chuck Haase. 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.

<u>INVOCATION</u> was given by Pastor Scott Jones, Third City Christian Church, 4100 West 13<sup>th</sup> Street followed by the <u>PLEDGE OF ALLEGIANCE</u>.

#### SPECIAL ITEMS:

<u>Election of City Council President</u>: City Clerk RaNae Edwards reported that the City Council was required to elect one Councilmember to the office of Council President. The term is for a one-year period. The Council President automatically assumes the duties of the Mayor in the event that the Mayor is absent or otherwise unable to fulfill his/her duties. Nebraska law allows the election of the Council President to be by secret ballot. The total number of votes for each candidate; however, must be stated and recorded in the Minutes. Past practice has included a run-off election between the top two nominees, if necessary. The City Clerk will prepare, distribute, and count ballots. Nominations to fill the vacancy are in order. A second is not required on nominations.

Councilmember Nickerson nominated Councilmember Minton. Councilmember Paulick moved to close the nominations, second by Guzinski. Upon roll call vote all voted aye. Motion adopted.

City Clerk RaNae Edwards called for the ballot. It was reported that Councilmember Minton received 10 votes. City Clerk RaNae Edwards declared Councilmember Minton the new Council President for 2022.

#### PUBLIC HEARINGS:

<u>Public Hearing on Acquisition of Utility Easement - 1910 West 9th Street (Crossroads Center).</u> Utilities Director Tim Luchsinger reported that a utility easement was needed at 1910 West 9<sup>th</sup> Street in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers. Crossroads Center was in the process of upgrading electrical service for their existing building. The proposed easement would allow the Utilities Department to access, operate, and maintain the electrical infrastructure at this location. Staff recommended approval. No public testimony was heard.

<u>Public Hearing on Acquisition of Utility Easement - 1602 W. 2nd St (Raymond O'Connor).</u> Utilities Director Tim Luchsinger reported that a utility easement was needed at 1602 West 2<sup>nd</sup> Street in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers. B & R Stores, Inc. had requested a new electrical service for a car charging station located along the north side of the Super Saver parking lot located at 3<sup>rd</sup> Street and Broadwell Avenue. The proposed easement would allow the Utilities Department to access, operate, and maintain the electrical infrastructure at this location. Staff recommended approval. No public testimony was heard.

<u>Public Hearing on Acquisition of Utility Easement - 3225 W. Wildwood Drive (42 Grand Island, LP).</u> Utilities Director Tim Luchsinger reported that a utility easement was needed at 3225 W. Wildwood Drive in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers. 42 Grand Island, LP had requested a new electrical service to the new Federal Express building. The proposed easement would allow the Utilities Department to access, operate, and maintain the electrical infrastructure at this location. Staff recommended approval. No public testimony was heard.

<u>Public Hearing on Acquisition of Permanent Sanitary Sewer and Lift Station Easements for</u> <u>Central Nebraska Regional Airport Sanitary Sewer Collection System Rehabilitation; Project No.</u> <u>2017-S-4 (Hall County and Hall County Airport).</u> Public Works Director John Collins reported public sanitary sewer and lift station easements were needed to accommodate Central Nebraska Regional Airport Sanitary Sewer Collection System Rehabilitation; Project No. 2017-S-4. The public sanitary sewer and lift station easements would allow for the construction, operation, maintenance, extension, repair, replacement, and removal of material within the easements. Staff recommended approval. No public testimony was heard.

Public Hearing on the Annual Report by Grand Island Area Economic Development Corp./Citizens Advisory Review Committee on the EDC Program Plan. Dave Koubek, 1622 Stagecoach Road reported that the Citizen Advisory Review Committee had been conducting regular meetings during the last six months as required by the City Code and Nebraska Statutes. The committee received the annual report from the Economic Development Corporation at its meeting December 2, 2021 and voted to forward it to City Council. EDC President Dave Taylor gave the Annual Report. Staff recommended approval. No public testimony was heard.

#### ORDINANCES:

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

#9865 - Consideration of Amending Chapter 35 of the Grand Island City Code Relative to Groundwater Control Area Boundaries

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

Utilities Director Tim Luchsinger reported the proposed ordinance would amend City Code Chapter 35, Article VIII, Sec. 35-86 to remove lands east of Garland Street and Blaine Street from Groundwater Control Area #3 and would specify that recreational use of surface waters is not prohibited by city code. Staff recommended approval.

Motion by Guzinski, second by Nickerson to approve Ordinance #9865.

City Clerk: Ordinance #9865 on first reading. All those in favor of the passage of this ordinance on first reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

City Clerk: Ordinance #9865 on second and final reading. All those in favor of this passage of this ordinance on second and final reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

Mayor Steele: By reason of the roll call votes on first reading and then upon second and final readings, Ordinance #9865 is declared to be lawfully adopted upon publication as required by law.

<u>CONSENT AGENDA:</u> Motion by Paulick, second by Minton to approve the Consent Agenda. Upon roll call vote, all voted aye. Motion adopted.

Approving Minutes of November 23, 2021 City Council Regular Meeting.

#2021-339 - Approving Acquisition of Utility Easement - 1910 West 9th Street (Crossroads Center).

#2021-340 - Approving Acquisition of Utility Easement - 1602 W. 2nd St (Raymond O'Connor).

#2021-341 - Approving Acquisition of Utility Easement - 3225 W. Wildwood Dr (42 Grand Island, LP).

#2021-342 - Approving Bottom Ash System Upgrades at Platte Generating Station with UCC Environmental of Waukegan, Illinois in an Amount not to exceed \$1,980,700.00.

#2021-343 - Approving New South Central Area Law Enforcement Area (SCALES) Interlocal Agreement for Police Services.

#2021-344 - Approving Acquisition of Permanent Sanitary Sewer and Lift Station Easements for Central Nebraska Regional Airport Sanitary Sewer Collection System Rehabilitation; Project No. 2017-S-4 (Hall County and Hall County Airport). #2021-345 - Approving 2021 Public Transit Vehicle Provider with Davey Coach Sales, Inc. of Sedalia, Colorado.

#2021-346 - Renewing Approval of Sole Source Designation for Flygt Equipment and Repairs at the Wastewater Treatment Plant with Electric Pump, Inc. of Des Moines, Iowa.

#2021-3347 - Approving Amendment No. 2 to for Transfer Station Operations and Facility Improvements with SCS Engineers of Omaha, Nebraska for an Increase of \$412,336.25 and a Revised Contract Amount of \$493,356.25.

#2021-348 - Approving Caterpillar D8T Low Ground Pressure Waste Handler Arrangement Dozer Comprehensive Maintenance for the Solid Waste Division of the Public Works Department with NMC of Doniphan, Nebraska in an Amount of \$101,774.54.

#2021-349 - Approving Change Order No. 3 for Old Potash Highway Roadway Improvements; Project No. 2019-P-1 with Starostka Group Unlimited, Inc. of Grand Island, Nebraska for an Increase of 515,026.74 and a Revised Contract Amount of \$11,905,300.15.

#2021-350 - Approving Purchase of Trojan Items for UV System at the Wastewater Treatment Plant from MC<sup>2</sup> Inc. of Omaha, Nebraska in an Amount of \$50,119.37.

#2021-351 - Approving Opioid Litigation Settlement.

#2021-352 - Approving Purchase of Three (3) 60" Mowers for Use in the Cemetery Division from Pro Power of Grand Island, Nebraska in an Amount of \$39,438.09.

#2021-353 - Approving Purchase of Two (2) Bobcat Universal Units for Use in the Park Division from Central Nebraska Bobcat of Grand Island, Nebraska in an Amount of \$87,723.42.

#2021-354 - Approving Renewal of State Patrol Building Lease at Heartland Public Shooting Park with the Nebraska State Patrol in an Amount of \$1,020.00 per year.

#2021-355 - Approving Submission of the 2020 Consolidated Annual Performance Evaluation and Review Report to HUD.

#2021-356 - Approving Pioneer Consortium Fiduciary Agent Change.

**RESOLUTIONS**:

#2021-357 - Consideration of Approving the Annual Report by Grand Island Area Economic Development Corp./Citizens Advisory Review Committee on the EDC Program Plan. This item was related to the aforementioned Public Hearing. Discussion was held regarding drainage.

Motion by Stelk, second by Paulick to approve Resolution #2021-345. Upon roll call vote, all voted aye. Motion adopted.

#2021-346 - Consideration of Approving Funding for the Grand Island Area Economic Development Program Plan. EDC President Dave Taylor reported the Grand Island Area Economic Development Corporation and the Citizen's Review Committee approved the request for payment of \$350,000.00. Funding would be used for the inbound and outbound marketing and business recruitment initiatives.

Motion by Haase, second by Nickerson to approve Resolution #2021-346. Upon roll call vote, all voted aye. Motion adopted.

#### PAYMENT OF CLAIMS:

Motion by Minton, second by Guzinski to approve the payment of claims for the period of November 24, 2021 through December 14, 2021 for a total amount of \$6,459,048.40. Upon roll call vote, all voted aye. Motion adopted.

<u>ADJOURNMENT:</u> The meeting was adjourned at 7:51 p.m.

RaNae Edwards City Clerk



Tuesday, December 28, 2021 Council Session

### Item G-2

### Approving Councilmembers Appointments to Boards and Commissions

Staff Contact: Mayor Roger Steele

### **Council Agenda Memo**

From:	Mayor Roger G. Steele
Meeting:	December 28, 2021
Subject:	Approving Councilmember Appointments to Boards and Commissions for 2022
Presenter(s):	Mayor Roger G. Steele

#### **Background**

It is customary each year for the Mayor to recommend appointments of Councilmember's to represent the City on various Boards and Commissions.

#### **Discussion**

The following appointments have been submitted by the Mayor for approval. These appointments will become effective January 1, 2022 and will expire on December 31, 2022:

Animal Advisory Board:	Jason Conley
Building Code Advisory:	Maggie Mendoza
Central District Health Board (Term of 3 years)	Chuck Haase
Central NE Humane Society:	Mitch Nickerson
Citizen Advisory Review Committee:	Vaughn Minton
Community Redevelopment Authority:	Mark Stelk
Emergency Management/Communications:	Michelle Fitzke Jason Conley
Entitlement Stakeholders Committee:	Justin Scott
Firefighters Pension Committee:	Chuck Haase
Fonner Park BID 2013: (So. Locust – Stolley to Fonner)	Maggie Mendoza
Grand Generation Board:	Mark Stelk

Heartland Events Center Board:	Mike Paulick
Law Enforcement Co-Location Committee:	Justin Scott
Library Board:	Vaughn Minton
Metropolitan Planning Organization Policy Board:	Jason Conley Michelle Fitzke Mitch Nickerson
Police Pension Committee:	Chuck Haase
Problem Resolution Team:	Mike Paulick Bethany Guzinski
Railside BID:	Bethany Guzinski
Regional Planning Commission:	Mike Paulick
South Locust Street BID 2013: (So. Locust – Hwy 34 to Stolley)	Maggie Mendoza
Systems Information Advisory Committee: (City/County)	Justin Scott

### **Alternatives**

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

- 1. Move to approve the appointments of Councilmember's to Board and Commissions
- 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 recommendation of the Mayor.

### **Sample Motion**

Move to approve the appointments of Councilmember's to the Boards and Commissions for 2022 as recommended by the Mayor.



Tuesday, December 28, 2021 Council Session

### Item G-3

### **Approving Re-Appointment of Brandon Bowley to the Central District Health Board**

Mayor Steele has submitted the re-appointment of Brandon Bowley to the Central District Health Board. This appointment would become effective January 1, 2022 upon approval by the City Council and would expire on December 31, 2025.

Staff Contact: Mayor Roger Steele



Tuesday, December 28, 2021 Council Session

### Item G-4

### **Approving Appointment of Russ Canfield to the Building Code Advisory Board**

Mayor Steele has submitted the appointment of Russ Canfield to the Building Code Advisory Board to fill the unexpired term of Steve Grubbs. This appointment would become effective immediately upon approval by the City Council and would expire on August 1, 2022.

Staff Contact: Mayor Roger Steele





Working Together for a Better Tomorrow. Today.

- DATE: December 6, 2021
- TO: Mayor Steele
- FROM: Craig A. Lewis, Building Department Director
- RE: Appointments to the Building Code Advisory Board

The following has expressed his willingness to serve on the Building Code Advisory Board, for the unexpired term of Steve Grubbs.

Russ Canfield

Chief Construction 3935 Westgate Rd Grand Island NE 68803

1/1/22-8/1/22

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

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



Tuesday, December 28, 2021 Council Session

### Item G-5

### **Approving Re-Appointments to the Electrical Board**

The following individuals have expressed their willingness to serve on the City of Grand Island Electrical Board for the year 2022. Shawn Messersmith, Master Electrician; Kent Sundberg, Journeyman Electrician; Scott Bauer, Utility Department Representative; Terry Klanecky, General Public Representative; Kurt Griess and Craig Lewis, Building Department as Ex-Officio members. The above recommendations are made in compliance with the Grand Island City Code. These appointments would become effective January 1, 2022 upon approval by the City Council and would expire on December 31, 2022.

Staff Contact: Mayor Roger Steele

Building Inspection Department



Working Together for a Better Tomorrow. Today.

DATE: December 6, 2021

TO: Mayor Steele and City Council

Craig A. Lewis, Building Department Director 🦕 FROM:

RE: Appointments to the Electrical Board

The following individuals have been contacted and have indicated their willingness to serve on the Electrical Board of the City of Grand Island for the year 2022.

Representing

Master Electrician

Journeyman Electrician

Utility Department

General Public

**Building Inspection** (Ex-Officio)

**Building Inspection** (Ex-Officio)

Name/Address

Shawn Messersmith 3566 Hillside Drive Grand Island NE 68803

Kent Sundberg 605 G St Aurora NE 68818

Scott Bauer 1005 S D Road Phillips NE 68865

Terry Klanecky 2116 Topeka Circle Grand Island, NE 68803

Kurt Griess 100 E 1<sup>St</sup> St Grand Island NE 68801

Craig Lewis 100 E 1st St Grand Island, NE 68801 Employed

Messersmith Electric

Middleton Electric

City of G. I.

Crescent Electric

City of Grand Island **Building Department** 

City of Grand Island **Building Department** 

The above recommendations are made in compliance with the Grand Island Electrical Code and are contingent upon approval of the Mayor and the City Council.

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Tuesday, December 28, 2021 Council Session

### Item G-6

### **Approving Re-Appointments to the Mechanical Examining Board**

The following individuals have expressed their willingness to serve on the City of Grand Island Mechanical Examining Board for the year 2022. Luke Choyeski, Local Gas Company Representative; Greg Geis, Contracting Mechanical; Rob Kayl, Master Mechanical; Mike Myers, Master Mechanical; Todd Bredthauer, Journeyman Mechanical; Greg Carter, Community Member; Charles Taylor and Craig Lewis, Building Department as Ex-Officio members. The above recommendations are made in compliance with the Grand Island City Code and approval is requested. These appointments would become effective January 1, 2022 upon approval by the City Council and would expire on December 31, 2022.

Staff Contact: Mayor Roger Steele

Building Inspection Department

Working Together for a Better Tomorrow. Today.



DATE: December 6, 2021

TO: Mayor Steele and City Council

FROM: Craig A. Lewis, Building Department Director 🥥

RE: Appointment to the Mechanical Examining Board

The following men have been contacted and have indicated their willingness to serve on the Mechanical Examining Board of the City of Grand Island for the year 2022.

Representing

Local Gas Company

Contracting Mechanical

Master Mechanical

Master Mechanical

Journeyman Mechanical

**Community Member** 

Building Department

Building Inspection

(Ex-Officio)

(Ex-Officio)

Name/Address

Luke Choyeski 1023 E 25th St Kearney NE 68847

Greg Geis 1415 S Webb Rd Grand Island NE 68803

Rob Kayl 11325 S Stuhr Rd Doniphan NE 68832

Mike Myers 318 E Capital Ave Grand Island NE 68801

Todd Bredthauer PO Box 484 Grand Island NE 68802

Greg Carter 8587 W Wood River Rd Wood River NE 68883

Charles Taylor 100 E 1<sup>st</sup> St Grand Island NE 68801

Craig Lewis 100 E 1<sup>St</sup> St Grand Island NE 68801 Employed

Northwestern

Island Indoor Climate

Kayl Heating & AC

Myers Heating & Air

Jerry's Sheet Metal

Winnelson

City of Grand Island Building Department

City of Grand Island Building Department

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Tuesday, December 28, 2021 Council Session

### Item G-7

### **Approving Re-Appointments to the Plumbing Board**

The following individuals have expressed their willingness to serve on the City of Grand Island Plumbing Board. Brandon O'Hara, Master Plumber; Justin Geis, General Public; Shannon Manfull, Master Plumber and David Scoggins, Plumbing Inspector for the Building Department - Ex Officio. The above recommendation is made in compliance with the Grand Island City Code and approval is requested. These appointments would become effective January 1, 2022 upon approval by the City Council and would expire on December 31, 2023.

Staff Contact: Mayor Roger Steele

Building Inspection Department



Working Together for a Better Tomorrow. Today.

DATE: December 3, 2021

TO: Mayor Steele and City Council

FROM: Craig Lewis, Building Department Director

RE: Appointments to the Plumbing Board

The following people have been contacted and have indicated their willingness to serve on the Plumbing Board of the City of Grand Island for a two-year term expiring December 31, 2023.

Term	Representing	Name/Address	Employed
2 yr. 2022-23	Master Plumber	Brandon O'Hara P.O. Box 1038. Grand Island, NE 68802	O'Hara Plumbing
2 yr. 2022-23	General Public	Justin Geis 4188 Manchester Rd Grand Island, NE 68803	Island Indoor Climate
2 yr. 2022-23	Master Plumber	Shannon Manfull 304 W 5 <sup>th</sup> St. Grand Island, NE  68801	Manfull Plumbing
	Building Inspection (Ex-Officio)	David Scoggins 103 W. 22 <sup>nd</sup> St. Grand Island, NE 68801	City of G. I. Building Department

The above recommendations are made in compliance with the Grand Island Plumbing Code and are contingent upon approval of the Mayor and the City Council.

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Tuesday, December 28, 2021 Council Session

### Item G-8

### Approving Request from Misty McDaniel, 508 8th Ave #49, Kearney, Nebraska for Liquor Manager Designation with Smoker Friendly 015, 802 West 2nd Street

Staff Contact: RaNae Edwards

### **Council Agenda Memo**

From:	RaNae Edwards, City Clerk
Meeting:	December 28, 2021
Subject:	Requests from Misty McDaniel, 508 8th Ave #49, for Liquor Manager Designation with Smoker Friendly 015, 802 West 2 <sup>nd</sup> Street
Presenter(s):	RaNae Edwards, City Clerk

### **Background**

Misty McDaniel, 508 8<sup>th</sup> Avenue, Kearney, Nebraska has submitted an application with the City Clerk's Office for Liquor Manager Designation in conjunction with the Class "C-081279" Liquor License for Smoker Friendly 015, 802 West 2<sup>nd</sup> Street.

The application has been reviewed by the Police Department and City Clerk's Office. See Police Department report attached.

#### **Discussion**

City Council action is required and forwarded to the Nebraska Liquor Control Commission for issuance of all liquor manager designations. All departmental reports have been received. Ms. McDaniel has completed a state approved alcohol server/seller training program. Staff recommends approval.

### <u>Alternatives</u>

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

- 1. Approve the request.
- 2. Forward the requests with no recommendation.
- 3. Take no action on the request.

### **Recommendation**

City Administration recommends that the Council approve the request for Liquor Manager Designation.

### **Sample Motion**

Move to approve the request from Misty McDaniel, 508 8<sup>th</sup> Avenue, Kearney, Nebraska for Liquor Manager Designation in conjunction with the Class "C-081279" Liquor License for Smoker Friendly 015, 802 West 2<sup>nd</sup> Street.

# Grand Island Police Department Officer Report for Incident L21121088

Na	ture: Liquor Lic	Inv	Addre	ss: 802 2ND ST W; SMOKER
Ţ				FRIENDLY
Loca	tion: PCID			Grand Island NE 68801
Offense Codes:				
<b>Received By:</b>	Dvorak T	How	Received: T	Agency: GIPD
<b>Responding Officers:</b>	Dvorak T			
<b>Responsible Officer:</b>	Dvorak T	Di	sposition: CLO 12/22/2	1
When Reported:	12:34:17 12/14/2	Occurred	Between: 12:34:17 12/1	4/21 and 12:34:17 12/14/21
Assigned To:		Deta		Date Assigned: **/**/**
Status:		Status Da	te: **/**/**	<b>Due Date:</b> **/**/**
Complainant:				
Last:		First:	N	ſid:
<b>DOB:</b> **/**/*	*	Dr Lic:	Addr	ess:
Race:	Sex:	Phone:	C	ity: "
Offense Codes				
Reported:			Observed	:
Circumstances				
LT07 LT07 Conv	enience Store			
Responding Officers:		Unit :		
Dvorak T		309		
<b>Responsible Officer:</b>	Dvorak T			ncy: GIPD
Received By:			Last Radio I	.og: **:**:** **/**/**
How Received:	T Telephone			nce: CL CL Case Closed
When Reported:	12:34:17 12/14/	21	Disposit	ion: CLO Date: 12/22/21
Judicial Status:			Occurred betwe	een: 12:34:17 12/14/21
Misc Entry:			a	nd: 12:34:17 12/14/21
Modus Operandi:		Descript	ion :	Method :
Involvements				
Date Typ	e I	Description		

12/14/21	
12/14/21	
12/14/21	

Name Name Name Smoker Friendly, McDaniel, Misty Jo McDaniel, James A Location Proposed Manager Spouse

#### Narrative

Liquor Manager Investigation

Grand Island Police Department

Date, Time: 12-19-21 Reporting Officer:Sgt Dvorak #309 Unit #:CID

Misty McDaniel has applied to become the new Liquor Manager for the Cigarette Store LLC, doing business as Smoker Friendly; 802 W 2nd Street.

Responsible LEO:

Approved by:

Date

Page 3 of 5

#### Supplement

309 Liquor Manager Application

Grand Island Police Department Supplemental Report

Date, Time:12-19-21 Reporting Officer:Sgt Dvorak #309 Unit #:CID

Misty McDaniel has applied to be the new liquor manager for The Cigarette Store LLC, doing business as Smoker Friendly, at 802 W 2nd. Misty McDaniel is from Kearney, and reports that she has been in the retail business for several years, with the last ten years for Smoker Friendly in North Platte and Kearney. Misty listed a husband, James McDaniel. James filled out a non-participation form, and indciated he will not be involved in the business.

I checked McDaniel's backgorund through local files, via Spillman, and State files, via NCJIS. Misty had no criminal history of note, and James had nothing listed in his files. Misty was involved in several moving vehicle violations, and one suspension of her drivers license, however, all noted violations were more than five years ago. McDaniel did disclose those violations on her application. I found no active warrants for either subject.

I also utilized a paid, law enforcement only, database that supplies generally identity information, and any civil judgements both current and historical. I noted there were no bankruptcies or liens against either one. I did find one historical judgement against Misty, but it was from more than ten years ago.

I contacted Misty by telephone, as she resides in Kearney. She confirmed that James will not participate in the business she proposes to manage. We also briefly discussed the responsibilities as liquor manager, both for herself and her employees. I also warned McDaniels about the unique obstacles that store faces (during warm weather months anyway) due to the central location near 2nd and Eddy. Misty advised she has already been briefed on issues.

The Grand Island Police Department does not object to Misty McDaniel being named the Liquor Manager at Smoker Friendly, 802 W 2nd Street.



Tuesday, December 28, 2021 Council Session

### Item G-9

### #2021-359 - Approving Acquisition of Utility Easement - 3957 Silver Rd (Automotive Specialties)

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

Staff Contact: Tim Luchsinger, Stacy Nonhof

#### RESOLUTION 2021-359

WHEREAS, a public utility easement is required by the City of Grand Island from Automotive Specialties Sales and Service, LLC, to survey, construct, inspect, maintain, repair, replace, relocate, extend, remove, and operate thereon, public utilities and appurtenances, including power lines; and

WHEREAS, a public hearing was held on December 28, 2021, for the purpose of discussing the proposed acquisition of a Twenty (20.0) foot wide easement and right-of-way tract located through a part of Lot Eight (8), Westgate Industrial Park Second Subdivision, in the City of Grand Island, Hall County, Nebraska, and more particularly described as follows:

The southerly Twenty (20.0) feet of the westerly Twenty (20.0) feet of Lot Eight (8), Westgate Industrial Park Second Subdivision, in the City of Grand Island, Hall County, Nebraska.

The above-described easement and right-of-way containing a total of 400 square feet, more or less as shown on the plat dated 12/3/2021, marked Exhibit "A", attached hereto and incorporated herein by reference.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island be, and hereby is, authorized to acquire a public utility easement from Automotive Specialties Sales and Service, LLC, on the above-described tract of land.

- - -

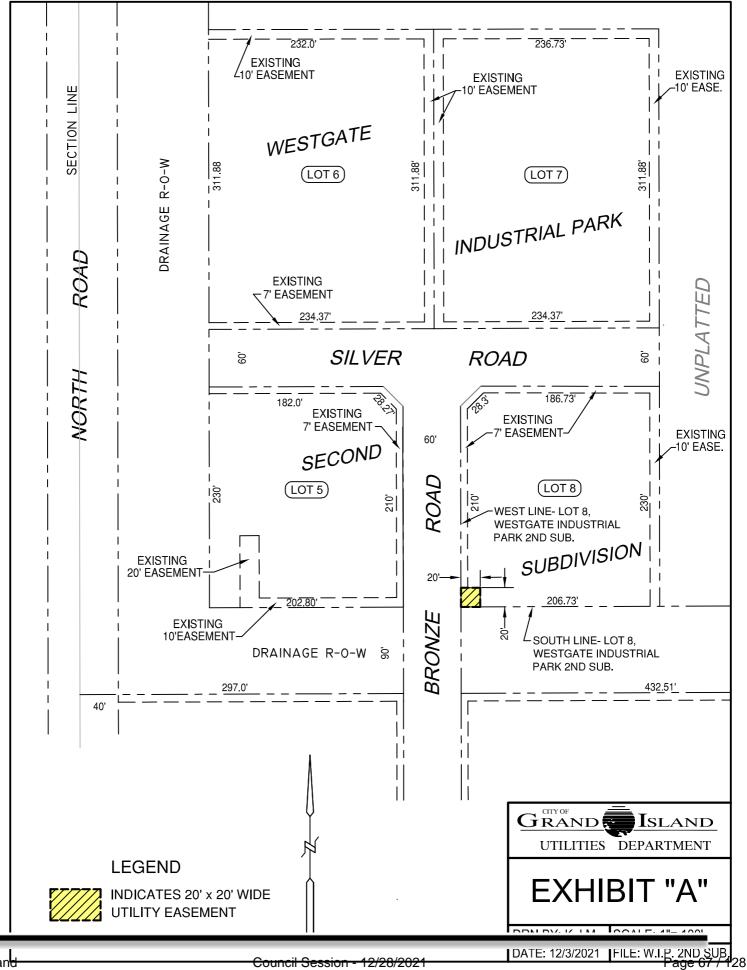
Adopted by the City Council of the City of Grand Island, Nebraska, December 28, 2021.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form ¤\_\_\_\_\_ December 23, 2021 ¤ City Attorney





Tuesday, December 28, 2021 Council Session

### Item G-10

### #2021-360 - Approving Acquisition of Utility Easement - 3625 W. Old Potash (Hornady Family)

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

Staff Contact: Tim Luchsinger, Stacy Nonhof

#### RESOLUTION 2021-360

WHEREAS, a public utility easement is required by the City of Grand Island from Hornady Family Limited Partnership, to survey, construct, inspect, maintain, repair, replace, relocate, extend, remove, and operate thereon, public utilities and appurtenances, including power lines; and

WHEREAS, a public hearing was held on December 28, 2021, for the purpose of discussing the proposed acquisition of a Twenty (20.0) foot wide easement and right-of-way tract located through a part of the North Half of the Northeast Quarter (N1/2, NE1/4) of Section Twenty Four (24), Township Eleven (11) North, Range Ten (10) West of the 6th PM in Hall County, Nebraska, and more particularly described as follows:

Commencing at the Northwest corner of the North Half of the Northeast Quarter (N1/2, NE1/4) of Section Twenty Four (24), Township Eleven (11) North, Range Ten (10) West, in Hall County, Nebraska; thence easterly along the northerly line of the said North Half of the Northeast Quarter (N1/2, NE1/4) of said Section Twenty Four (24), on an assumed bearing of N89°28'31"E, a distance of six hundred seventy three and four tenths (673.4) feet; thence S0°57'52"E along the easterly line of a tract of land described in Document 202002110, recorded in the Register of Deeds Office, Hall County, Nebraska, a distance of five hundred thirty-two (532.0) feet; thence S89°02'08"W, a distance of eight (8.0) feet to the westerly line of an existing eight (8.0) foot wide easement described in Document 200908381, recorded in the Register of Deeds Office, Hall County, Nebraska, being the ACTUAL Point of Beginning; thence continuing S89°02'08"W, a distance of twenty (20.0) feet to the point of termination.

The above-described easement and right-of-way containing a total of 400 square feet, more or less as shown on the plat dated 11/23/2021, marked Exhibit "A", attached hereto and incorporated herein by reference.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island be, and hereby is, authorized to acquire a public utility easement from Hornady Family Limited Partnership, on the above-described tract of land.

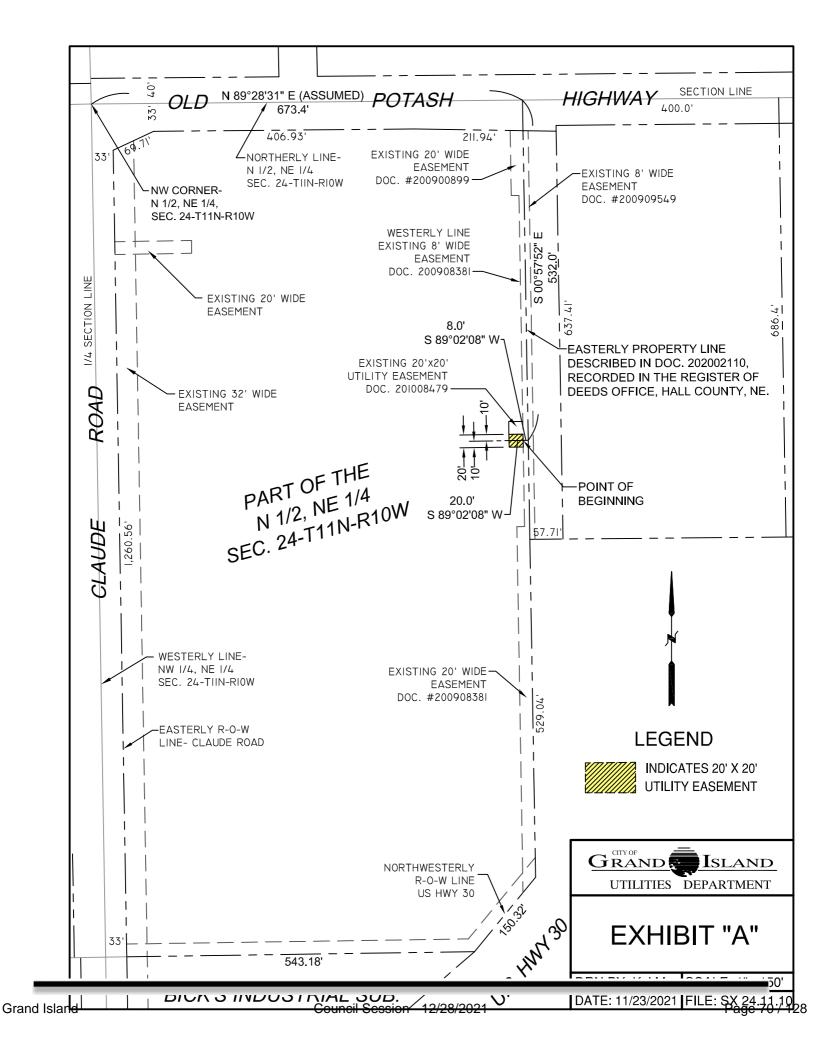
Adopted by the City Council of the City of Grand Island, Nebraska, December 28, 2021.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form ¤ \_\_\_\_\_ December 22, 2021 ¤ City Attorney





Tuesday, December 28, 2021 Council Session

### Item G-11

# **#2021-361 - Approving Bid Award - 115 kV Pole Inspection and Preservation Services**

Staff Contact: Tim Luchsinger, Stacy Nonhof

### **Council Agenda Memo**

From:	Tim Luchsinger, Utilities Director Stacy Nonhof, Interim City Attorney
Meeting:	December 28, 2021
Subject:	115 kV Pole Inspection and Preservation Services
Presenter(s):	Tim Luchsinger, Utilities Director

#### **Background**

The City of Grand Island electric system utilizes a 115 kV transmission loop that encompasses the entire City. This loop is the backbone of the electric system and ensures a reliable source of power to each of the electrical substations located around the City. The transmission lines use a variety of wood and steel poles. In order to most effectively reduce the chances of pole failure during wind and ice events, it is important to perform a thorough inspection and preservation treatment every ten to fifteen years. The last inspection was performed in 2011.

#### **Discussion**

The following bids were received by the City on December 15, 2021, for the labor and materials to perform the pole inspections. The engineer's estimate for this work is \$350,000.00.

Bidder	<b>Bid Price</b>	Exceptions
Intec Services, Inc., Fort Collins, CO	\$271,570.00	None
Osmose Utilities Services, Inc., Peachtree City, GA	\$345,814.95	None

### **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 bid for 115 kV Pole Inspection and Preservation Services to Intec Services, Inc. of Fort Collins, Colorado, with the bid in the amount of \$271,570.00.

## **Sample Motion**

Move to approve the bid of \$271,570.00 from Intec Services, Inc., for the 115 kV Pole Inspection and Preservation Services.

### Purchasing Division of Legal Department INTEROFFICE MEMORANDUM



Stacy Nonhof, Purchasing Agent

Working Together for a Better Tomorrow, Today

#### **BID OPENING**

**BID OPENING DATE:** December 15, 2021 at 2:00 p.m. FOR: 115 kV Pole Inspection and Preservation Services **DEPARTMENT:** Utilities **ESTIMATE:** \$350.000.00 **FUND/ACCOUNT:** 520 **PUBLICATION DATE:** November 22, 2021 **NO. POTENTIAL BIDDERS:** 4 **SUMMARY Bidder** Intec Services, Inc. **Osmose Utilities Services**, Inc.

Diuuei.		Fort Collins, CO	Peachtree City, GA		
<b>Bid Security:</b>		<b>Berkley Insurance Company</b>	Berkley Insurance Company		
Exceptions:		None	None		
Bid H	Bid Price: \$271,570.00		\$345,814.95		
cc:	Tim Luchs	singer, Utilities Director	Pat Gericke, Utilities Admin. Assist.		
	Jerry Janul	ewicz, City Administrator	Patrick Brown, Finance Director		
	Stacy Non	hof, Purchasing Agent	Travis Burdett, Assistant Utilities Director		

P2327

#### **CONTRACT AGREEMENT**

THIS AGREEMENT made and entered into by and between <u>Intec Service, Inc</u>. 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 <u>115kV Pole Inspection and Preservation Services</u>; and

WHEREAS, the City, in the manner prescribed by law, has publicly opened, examined, and canvassed the bids submitted, and has determined the aforesaid Contractor to be the lowest responsive and responsible 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, himself, or themselves, and its, his, or their successors, as follows:

<u>ARTICLE I.</u> 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, 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;

<u>ARTICLE II.</u> 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 <u>Two Hundred Seventy-One Thousand Five Hundred Seventy</u> Dollars \$271,570.00

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.

<u>ARTICLE III.</u> The contractor hereby agrees to act as agent for the City in purchasing materials and supplies for the City for 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 <u>115kV Pole Inspection and Preservation Services</u>.

<u>ARTICLE IV.</u> That the contractor shall start work as soon as possible after the contract is signed and the required bonds and insurance are approved, and that the Contractor shall complete the work on or before <u>May 15, 2022</u>. It is understood and agreed that time is the essence of the contract.

#### CONTRACT AGREEMENT (Continued)

<u>ARTICLE V.</u> 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.

IN WITNESS WHEREOF, the parties hereto have executed this Contract Agreement.

Contractor Intec Services Inc.

By <u>James H. McGiffert</u> Title Director, Sales & Operations

Date December 17, 2021

CITY OF GRAND ISLAND, NEBRASKA,

Ву \_\_\_\_

Mayor

Date \_\_\_\_\_

Attest: \_\_\_\_

City Clerk

The contract, insurance, and any required bonds are in due form according to law and are hereby approved.

Attorney for the City

Date \_\_\_\_\_

#### RESOLUTION 2021-361

WHEREAS, the City of Grand Island invited sealed bids for 115 kV Pole Inspection and Preservation Services, according to plans and specifications on file with the Utilities Department; and

WHEREAS, on December 15, 2021, bids were received, opened and reviewed;

and

WHEREAS, Intec Services, Inc., of Fort Collins, Colorado, 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 \$271,570.00; and

WHEREAS, the bid of Intec Services, Inc., is less than the estimate for 115 kV Pole Inspection and Preservation Services.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Intec Services, Inc., in the amount of \$271,570.00 for 115 kV Pole Inspection and Preservation Services, is approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, December 28, 2021.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form ¤\_\_\_\_\_ December 23, 2021 ¤ City Attorney



# **City of Grand Island**

Tuesday, December 28, 2021 Council Session

## Item G-12

## #2021-362 - Approving PGS Coal Combustion Residual (CCR) Groundwater Services Task 18 with HDR

Staff Contact: Tim Luchsinger, Stacy Nonhof

## **Council Agenda Memo**

From:	Timothy G. Luchsinger, Utilities Director Stacy Nonhof, Interim City Attorney		
Meeting:	December 28, 2021		
Subject:	PGS - Coal Combustion Residual (CCR) Groundwater Services – Task 18		
Presenter(s):	Timothy G. Luchsinger, Utilities Director		

### **Background**

On April 17, 2015, the U.S. Environmental Protection Agency (EPA) published the final rule for the regulation and management of Coal Combustion Residual (CCR) under the Resource Conservation and Recovery Act (RCRA). The rule became effective on October 19, 2015. In general, CCR compliance activities include publication of public information on the web, signage, groundwater sampling, and impoundment structural and safety assessment is required for the Platte Generating Station.

Platte Generating Station personnel reviewed the regulations and determined consulting services were needed to meet the CCR Rule compliance schedule. HDR Engineering was hired as the sole source to ensure timeliness, high quality and consistency among other electric utilities and independent power producers in Nebraska.

## **Discussion**

On September 27<sup>th</sup>, 2016, Council Approved HDR Engineering to complete Tasks 1-4 to include ground water sampling, review of the Ash land fill closure plan, Post-closure plan, and Run on/run off control system plan for a cost not to exceed \$86,290.

On September 24, 2019, Council approved HDR Engineering to complete Tasks 5-9 to include groundwater sampling, fugitive dust control, alternative source demonstration (ASD) investigation, statistical analysis reporting, and preparation of a conceptual site model of the hydrologic and hydro-geochemical setting of the PGS Ash Landfill including evaluation of the results of the model for a cost not to exceed \$189,960.00.

On October 8, 2019, Council approved HDR Engineering to complete Task 10 to include preparation for the Title 132 Permit Renewal Application and amend the CCR Run-On and Run-Off Control System Plan for a cost not to exceed \$39,970.00. On March 10,

2020, Council approved HDR Engineering to amend Task 10 to address and respond to NDEE regarding the Title 132 Permit Renewal Application revisions and amend the CCR Run-On and Run-Off Control system for an additional cost not to exceed \$14,860.00.

On October 8, 2019, Council approved HDR Engineering to complete Task 11 for the CCR 2019 Annual Landfill Inspection and Fugitive Dust Control Reporting for a cost not to exceed \$12,990.00.

On November 26, 2019, Council approved HDR Engineering to complete Task 12 to meet the next phase of the CCR Rule for finalizing the Assessment of Corrective Measures (ACM) and update the CCR Groundwater Certifications including the upgradient well MW-10, Task 12 for a cost not to exceed \$16,600.00.

On March 10, 2020, Council approved HDR Engineering to complete Task 13 for the CCR Groundwater Monitoring and Reporting, including semi-annual Groundwater Sampling for the First and Second half of 2020, and the 2020 Spring and Fall Groundwater Reports for a cost not to exceed \$47,100.00.

On June 23, 2020, Council approved HDR Engineering to complete Task 14 for the Site Investigation services for the detection of contaminants at an increased level for a cost not to exceed \$25,900.00.

On August 11, 2020, Council approved HDR Engineering to complete Task 15 for the CCR Groundwater Services-NDEE Meeting and Corrective Action for the NDEE Meeting and Corrective Action and Monitoring Plan following the ACM report for a cost not to exceed \$35,600.00.

On September 22, 2020, Council approved HDR Engineering to complete Task 16 for the CCR 2020 Annual Landfill Inspection, Fugitive Dust Control Reporting, and initial Generation and Utilization Report for a cost not to exceed \$13,310.00.

On March 9, 2021, Council approved HDR Engineering to complete Task 17 for the CCR 2021 Groundwater Monitoring and Reporting, including semi-annual field sampling for the first and second half of 2021, and the 2021 Spring and Fall Groundwater reports for a cost not to exceed \$39,900.00.

Task 18 is being presented for the CCR 2021 Annual Landfill Inspection Report, Fugitive Dust Control report and annual CCR generation and utilization report for a cost not to exceed \$13,580.00.

To ensure the same high quality and consistency for these next phases of the CCR Rule 257.95(g) and NDEE Title 132, it is recommended that HDR Engineering continue with these tasks. HDR is providing state-wide consistency across the state of Nebraska with the NDEE.

In accordance with City procurement code, plant staff recommends that the Council authorize HDR Engineering continue their services as the Consulting Engineer for the Platte Generating Station CCR requirements.

### 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 authorize HDR Engineering, Inc of Omaha, Nebraska, for providing Engineering services to meet the Coal Combustion Residuals program CCR Groundwater Services – Task 18 for a fee not to exceed \$13,580.00.

## **Sample Motion**

Move to authorize HDR Engineering, Inc, of Omaha, Nebraska for providing Engineering Services for the Platte Generating Station CCR Groundwater Services – Task 18 for a fee not to exceed \$13,580.00.

#### TASK ORDER 18

This Task Order pertains to an Agreement by and between the City of Grand Island, NE (City), ("OWNER"), and HDR Engineering, Inc. (HDR), ("ENGINEER"), as attached Master Services, ("the Agreement"). Engineer shall perform services on the project described below as provided herein and in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the project described below.

#### TASK ORDER NUMBER: 18 PROJECT NAME: CCR 2021 Annual Inspection & Reports

#### PART 1.0 PROJECT DESCRIPTION:

The intent of this Scope of Services is to conduct the annual inspection/report and annual coal combustion residuals (CCR) fugitive dust control report required by the Federal Disposal of Coal Combustion Residuals from Electric Utilities final rule (Federal CCR Rule) for the Platte Generating Station (PGS) Ash Landfill (CCR unit) at the Platte Generating Station in Grand Island, Nebraska. The City has also requested HDR to prepare the annual CCR generation and utilization report for the Nebraska Department of Environment and Energy (NDEE).

#### PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY ENGINEER ON THE PROJECT:

Services to be performed by HDR will include the following activities:

#### Task 18-100 – CCR Landfill Annual Inspection

- 1. HDR will conduct the annual inspection for the CCR unit. As required by the Federal CCR rule §257.84., annual inspections are to be conducted to ensure that the design, construction, operation and maintenance of the CCR unit are consistent with recognized and generally accepted good engineering standards. The annual inspection will be conducted by a qualified professional engineer. Annual inspection will include:
  - Review of available information regarding status and condition of the CCR unit, including weekly
    inspections, previous annual inspection, PGS work orders, and files available in the operating
    record.
  - Visual inspection to identify signs of distress or malfunction of unit and appurtenant structures.
- HDR will prepare an annual inspection report for the CCR unit to identify and discuss findings of the inspection as well as discuss potential remedies for addressing any deficiencies discovered during the inspection. The inspection report will include observations of the following:
  - Any changes in geometry of the structure since the previous annual inspection.
  - Approximate volume of CCR contained in the unit at the time of the inspection.
  - Any appearances of actual or potential structural weakness of the CCR unit, in addition to any
    existing conditions that are disrupting or have the potential to disrupt the operation and safety of
    the CCR unit.
  - Any other change(s) which may have affected the stability or operation of the CCR unit since the previous annual inspection.
- 3. HDR will send a draft report (electronically) to the City for review and comment. City shall provide comments within ten calendar days. HDR will address comments and provide a final annual inspection report electronically.
- 4. HDR will provide the City a draft notification letter to NDEE on the availability of the annual inspection report as required by the Federal CCR rule §257.106. The City will put the notification letter on City letterhead, sign and submit to NDEE.

City of Grand Island & HDR Master Agreement

Task Order 18 - Page 1

#### Task Deliverables:

- Draft Annual Inspection Report
- Final Annual Inspection Report
- Draft notification letter for City use

#### Planned Meetings:

One (1) day site visit for annual inspection.

#### Key Understandings:

- One site visit to Platte Generating Station will be conducted by one HDR professional for annual inspection. Site visit is anticipated to occur in November 2021 (i.e. should occur when minimal to no snow at the PGS Ash Landfill and date prior to the required deadline for this subsequent annual inspection report).
- 2. Discussion of potential remedies in the annual inspection report does not include evaluations or designs of features.
- 3. Annual Inspection Report and certification will be provided in PDF format. Draft notification letter will be provided in Microsoft Word.
- 4. The City will post the annual inspection report on their public CCR website and send notification letter to NDEE within 30 days of placement in the facility operating record.

Task Schedule:	
Notice to Proceed	December 9, 2021
Annual inspection site visit	by December 22, 2021
Draft Annual Inspection Report	January 4, 2022
Final Annual Inspection Report	January 14, 2022
PE certification & draft notification letter	January 14, 2022
City place in facility operating record	no later than January 15, 2022
City post to CCR website/NDEE notification	within 30 days of placement in facility operating record

#### Task 18-200 – Annual CCR Fugitive Dust Control Report

- HDR will review the amended CCR Fugitive Dust Control Plan (dated December 2019) and previous annual CCR fugitive dust control report. HDR will request and review documentation provided by the City on fugitive dust control measures taken at the Platte Generating Station since the last annual report (i.e., December 19, 2020). We will also review the weekly inspection reports and PGS work orders for CCR fugitive dust and resulting actions. Documentation and input will be obtained from the City on the following for CCR rule compliance:
  - Description of the actions taken by the City to control CCR fugitive dust
  - Record of all citizen complaints
  - Summary of any corrective measures taken

HDR will review the documentation provided, discuss the control measures and corrective actions with the City to confirm the activities (via conference call), and incorporate the summary of information into the draft annual CCR Fugitive Dust Control Report. The draft annual report will be submitted to the City for review and comments.

- 2. HDR will incorporate City comments and finalize the Annual CCR Fugitive Dust Control Report for the PGS Ash Landfill.
- 3. HDR will draft the notification letter to NDEE on the availability of the annual CCR fugitive dust control report as required by CCR rule §257.106. The City will put on City letterhead, sign and submit to NDEE.

City of Grand Island & HDR Master Agreement

Task Order 18 - Page 2

#### Task Deliverables:

- Draft CCR Fugitive Dust Control Report
- Final CCR Fugitive Dust Control Report
- Draft notification letter for City use

Planned Meetings: None. Communications will occur via emails and telephone calls.

#### Key Understandings:

- 1. HDR will utilize report format developed previously as starting basis for new annual report.
- 2. Final report will be provided in PDF format. Draft notification letter will be provided in Microsoft Word.
- 3. The City will post the fugitive dust control report on their public CCR website and notify NDEE within 30 days of placement in the facility operating record.

#### Task Schedule:

Notice to Proceed	December 9, 2021
Data Received from City	December 13, 2021
Draft Annual CCR Dust Control Report	December 15, 2021
Final Annual CCR Dust Control Report	December 17, 2021
City place in facility operating record	no later than December 17, 2021 (i.e. within 12 months
, , , , , , , , , , , , , , , , , , ,	from date of last report)
Draft notification letter	by December 23, 2021
City post to CCR website/NDEE notification	within 30 days of placement in facility operating record

#### Task 18-300 – Annual CCR Generation & Utilization Report

- Pursuant to the NDEE Title 132 permit and special permit conditions, the NDEE requires the City to submit an annual report by January 15<sup>th</sup> of each year that summarizes the generation and utilization of fly ash, bottom ash, and scrubber ash for the previous 12 months. The report will also include the volume of bottom ash and scrubber ash that is currently in storage piles in the PGS Ash landfill.
- 2. HDR will review the 2021 CCR generation and utilization from the PGS provided by the City. We will evaluate the data along with the survey quantities, summarize the data in table format, and prepare a technical memorandum describing the CCR quantities and trends. Volume information on CCR storage piles within the PGS Ash Landfill will be obtained from the CCR Annual Inspection Report (see Task 18-100). The draft memorandum will be submitted to the City for review and comments.
- 3. HDR will incorporate City comments and finalize the Annual CCR Generation & Utilization Report for the PGS Ash Landfill. HDR will submit the report to NDEE on behalf of the City.

#### Task Deliverables:

- Draft memorandum with CCR Generation & Utilization Report
- Final memorandum with CCR Generation & Utilization Report

Planned Meetings: None. Communications will occur via emails and telephone calls.

#### Key Understandings:

- 1. HDR will develop summary table and memorandum report format, utilizing the initial report prepared in January 2021 as starting basis.
- 2. CCR data provided by the City will be used for the table, supplemented with the December 2021 CCR quantities. City will provide the December 2021 data to HDR by January 4, 2022.
- 3. Final report will be provided in PDF format.

City of Grand Island & HDR Master Agreement

Task Order 18 – Page 3

Task Schedule: Notice to Proceed All 2021 CCR Data received from City Draft memorandum Final memorandum Submit to NDEE

December 9, 2021 January 5, 2022 January 10, 2022 January 14, 2022 by January 15, 2022

#### PART 3.0 OWNER'S RESPONSIBILITIES:

- 1. City will provide copies of all weekly inspections performed, maintenance and corrective actions that have occurred for the PGS Ash Landfill from December 2020 through December 2021. City will identify and make available files in the operating record of PGS work orders, ash trucked out, and other data on the status and condition of the PGS Ash Landfill.
- City will provide most recent survey and CCR quantities disposed in the existing PGS Ash Landfill since the last survey. Survey files from most recent survey should be provided in AutoCAD format and/or xml file. City will also provide recorded quantities of CCR disposed and removed for beneficial use through the date of the inspection.
- 3. City will provide monthly CCR generation and utilization quantities for fly ash, bottom ash and scrubber ash from January 1, 2021 through December 31, 2021.
- 4. City will provide access to the site and all structures and features related to the PGS Ash Landfill. City personnel may accompany HDR during the annual site inspection.
- 5. City will place the annual inspection report into the facilities' operating record by January 17, 2022. Within 30 days of such placement, City will post the report on the CCR website, and comply with submitting the notification requirements to the NDEE.
- 6. Any deficiencies or release identified during the annual inspection will be remedied by City as soon as possible. City will need to prepare the documentation detailing the corrective measures taken.
- 7. City will provide copies of the following information from December 2020 to December 2021:
  - Work orders or other record of the actions taken by the City to control CCR fugitive dust. This should include any periodic assessments performed by the City to assess the effectiveness of the control plan.
  - Record of all citizen complaints (available from the City's procedures to log citizen complaints).
  - PGS Work orders or other record of any corrective measures taken to control CCR fugitive dust.
  - Identification of meetings (dates, agenda and/or minutes) where CCR fugitive dust control discussed.
- City will place the Annual CCR Fugitive Dust Control Report in the facility operating record by December 17, 2021. Within 30 days of the placement, City will post the report on their CCR web site and submit notification to NDEE.

#### PART 4.0 PERIODS OF SERVICE:

Services associated with this project will commence upon Notice to Proceed from the City of Grand Island. The schedule for each task is outlined within the tasks above.

City of Grand Island & HDR Master Agreement

Task Order 18 - Page 4

#### PART 5.0 PAYMENTS TO ENGINEER:

Compensation for these Services shall be on a per diem basis with an agreed maximum amount of Thirteen Thousand Five Hundred Eighty dollars (\$13,580.00) without additional City authorization. The following table contains a breakdown of the estimated fee by task for this project.

Task Description		Estimated Total Fee	
Task 18-100	CCR Landfill Annual Inspection	\$8,690	
Task 18-200	Annual CCR Fugitive Dust Control Report	\$3,030	
Task 18-300	Annual CCR Generation & Utilization Report	\$1,860	
	TOTALS	\$13,580	

Per Diem shall mean an hourly rate equal to Direct Labor Cost times a multiplier of 3.18 to be paid as total compensation for each hour an employee works on the project, plus Reimbursable Expense.

Direct Labor Cost shall mean salaries and wages, (basic and overtime) paid to all personnel engaged directly on the Project.

Reimbursable Expense shall mean the actual expenses incurred directly or indirectly in connection with the Project for transportation travel, meals, equipment rental and field supplies, subconsultants, subcontractors, telephone, telex, shipping and express, and other incurred expenses.

HDR will add ten percent (10%) to invoices received by HDR from subconsultants and subcontractors to cover supervision, administrative, and insurance expenses. No subcontractor is anticipated on these tasks.

This Task Order is	executed this	day of		_, 2021.
CITY OF GRAND	ISLAND, NE		HDR ENGINEER	RING, INC.
"OWNER"			"ENGINEER"	4 - 0
BY:			BY:	march B. Jel
NAME:			NAME:	Matthew B. Tondl
TITLE:			TITLE:	Senior Vice President
ADDRESS:			ADDRESS:	1917 S. 67th Street
				Omaha, NE 68106

City of Grand Island & HDR Master Agreement

Task Order 18 - Page 5

#### RESOLUTION 2021-362

WHEREAS, the U.S. Environmental Protection Agency's Rule for the regulation and management of Coal Combustion Residual (CCR) under the Resource Conservation and Recovery Act (RCRA) became effective on October 19, 2015; and

WHEREAS, personal at the Platte Generating Station reviewed the regulations and determined consulting services were needed to meet the CCR Rule Compliance schedule, and HDR Engineering was hired as the sole source to ensure timeliness, high quality and consistency among other electric utilities and independent power producers in Nebraska; and

WHEREAS, on September 27, 2016, Council approved HDR Engineering to complete task 1-4 to include ground water sampling, review of the Ash Landfill Closure Plan, Post-closure Plan, and Run-on/run-off Control System Plan at a cost not to exceed \$86,290.00; and

WHEREAS, on September 24, 2019, Council approved HDR Engineering to complete Tasks #5-9 to allow compliance with the CCR Rule at an amount not to exceed \$189,960.00; and

WHEREAS, on October 8, 2019, Council approved HDR Engineering to complete Task 10 to include preparation for the Title 132 Permit Renewal Application and amend the CCR Run-On and Run-Off Control System Plant at a cost not to exceed \$39,970.00; and Task 11 for the CCR 2019 Annual Landfill Inspection and Fugitive Dust Control Reporting at a cost not to exceed \$12,990.00; and

WHEREAS, on November 26, 2019, Council approved HDR Engineering to completed Task 12, upgradient Well MW-11, at a cost not to exceed \$16,660.00; and

WHEREAS, to ensure continued preparation and to address and respond to NDEE regarding the Title 132 Permit Renewal Application revisions and amend the CCR Run-on and Run-off Control System, Task 10-300, it is recommended that HDR Engineering continue with these tasks. Task 10-300 is being presented at a cost not to exceed \$14,860.00; and

WHEREAS, on March 10, 2020, Council approved Task 13 for the CCR Groundwater Monitoring and Reporting which included semi-annual Groundwater Sampling for the first and second half of 2020, and the 2020 Spring and Fall Groundwater Reports at a cost not to exceed \$47,100.00; and

WHEREAS, on June 23, 2020, Council approved HDR Engineering to complete Task 14 for the Site Investigation Services for the detection of contaminants at an increased level at a cost not to exceed \$25,900.00; and

WHEREAS, on August 11, 2020, Council approved Task 15 for the CCR Groundwater Services – NDEE Meeting and Corrective Action and Monitoring Plan following the ACM report at a cost not to exceed \$35,600.00; and

Approved as to Form ¤ December 23, 2021 ¤ City Attorney

Grand Island

WHEREAS, on September 22, 2020, Council approved Task 16 for the CCR Groundwater Services for the CCR Annual Landfill Inspection, Fugitive Dust Control Reporting, and initial Generation and Utilization Report for a cost not to exceed \$13,310.00; and

WHEREAS, on March 9, 2020, Council approved Task 17 for the CCR 2021 Groundwater Monitoring and Reporting, including semi-annual field sampling for the first and second half of 2021, and the 2021 Spring and Fall Groundwater Reports at a cost not to exceed \$39,900.00; and

WHEREAS, Task 18 is being presented for the CCR 2021 Annual Landfill Inspection Report, Fugitive Dust Control Report and annual CCR generation and utilization report for a cost not to exceed \$13,580.00; and

WHEREAS, to ensure the same high quality and consistency for these next phases of the CCR Rule 257.95(g) and NDEE Title 132, it is recommended that HDR Engineering continue with Task 18 for the 2021 Annual Landfill Inspection Report, Fugitive Dust Control Report and annual CCR generation and utilization report for a cost not to exceed \$13,580.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that HDR Engineering is authorized to continue with Task 18 associated with the CCR Rule and NDEE Title 132 in an amount not to exceed \$13,580.00.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, December 28, 2021.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk



# **City of Grand Island**

Tuesday, December 28, 2021 Council Session

## Item G-13

## #2021-363 - Approving Purchase of 2022 Police Fleet Vehicles

Staff Contact: Robert Falldorf, Police Chief

## **Council Agenda Memo**

From:	Robert Falldorf, Police Chief
Meeting:	December 28, 2021
Subject:	2022 Police Fleet Vehicle Purchases
Presenter(s):	Robert Falldorf, Police Chief

### Background

The Police Department has budget authority under Capital expenditures for the purchase of seven (7) Police fleet vehicles. Six (6) of these vehicles will have standard 3.3L V6 engines and one (1) will have a Hybrid engine.

### **Discussion**

The Police Department has budget authority under Capital Outlay for the purchase of seven (7) 2022 Police fleet vehicles. The Department is replacing higher mile vehicles from the marked Patrol Division fleet on our regular vehicle rotation. The Department is requesting to purchase the seven (7) 2022 Police Interceptor Utility vehicles under State contract #15418 OC from Anderson Auto Group, Lincoln, Nebraska. Cost for the six (6) standard engine vehicles, after some adds and deducts, will be \$34,083 each and cost for the one (1) Hybrid engine vehicle, after some adds and deducts, will be \$37,978, which includes \$100 for drop shipping for each vehicle, for a total cost of \$242,476.

## **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 purchase of seven (7) 2022 Ford Police Interceptor Utility vehicles, six (6) having a standard engine at a cost of

\$34,083 each and one (1) having a Hybrid engine at a cost of \$37,978 under State contract from Anderson Auto Group, Lincoln, NE for a total cost of \$242,476.

## **Sample Motion**

Move to purchase seven (7) 2022 Ford Police Interceptor Utility vehicles under State contract from Anderson Auto Group, Lincoln, NE for a total cost of \$242,476.



**December 10<sup>th</sup>, 2021** 

### 2022 Ford Police Interceptor Utility—State Contract 15418

- 1. 2022 Police Utility Vehicle with 3.3L V6: \$34,496
- 2. Cloth rear seats: included
- 3. Courtesy lamp inoperable: included
- 4. Deep Tint Glass: included
- 5. Driver LED side spotlight: included
- 6: Dome Light: included
- 7: Deduct under hood light -\$10.00
- 8: Drop ship \$100.00
- 9: Deduct LED's rear plate: -\$99
- 10: Deduct Siren speaker on push bar -\$100.00
- 11: Deduct Setina Push Bumper -\$299
- 17: Deduct Aux Battery: -\$350
- 18: Deduct wig-wag:-\$200

Add Blind Spot/cross traffic alert rear back-up camera: \$545.00

Total price: \$34,083

### 6 units with 3.3L V6: \$34,083 x 6=\$204,498 (5 white,1 silver) Hybrid Motor: \$3,895

#### 1 unit with hybrid motor: \$37,978 (white)

#### **Bobby Colclasure**

Commercial & Fleet Director 2500 Wildcat Dr., Lincoln, NE 68521/Cell-402-617-4521

Because People Matter... We will serve your needs by always doing what is right.

LINCOLN NORTH 2500 Wildcat Drive Lincoln, NE 68521 402 458 9800 LINCOLN SOUTH 3201 Yankee Hill Road Lincoln, NE 68512 402 464 0661 (Opening Fail 2011) GRAND ISLAND 120 Diers Avenue Grand Island, NE 68803 308 384 1700

Ford

LINCOLN

**ST. JOSEPH** 2207 North Belt Highway St. Joseph, MO 64506 816 383 8000

**(KIX** 

9000

## STATE OF NEBRASKA CONTRACT AMENDMENT

PAGE 1 of 4 BUSINESS UNIT

ORDER DATE 03/10/21 BUYER CHRISTIE KELLY (AS)

VENDOR NUMBER: 503856

VENDOR ADDRESS:

AFL, LLC DBA ANDERSON FORD LINCOLN 2500 WILDCAT DR PO BOX 83644 LINCOLN NE 68501-3644

#### THE CONTRACT PERIOD IS:

#### MARCH 04, 2021 THROUGH MARCH 03, 2022

THIS CONTRACT HAS BEEN AMENDED PER THE FOLLOWING INFORMATION:

NO ACTION ON THE PART OF THE CONTRACTOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE MATERIALS AND/OR SERVICES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE MATERIALS AND/OR SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR MATERIALS AND/OR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE CONTRACTOR AND THE STATE OF NEBRASKA.

Original/Bid Document 6363 OF, ATTACHMENT "E-1"

Contract to supply and deliver 2021 OR CURRENT PRODUCTION YEAR POLICE ALL WHEEL DRIVE (AWD) 5 PASSENGER MID-SIZED UTILITY VEHICLES to the State of Nebraska as per the attached specifications for the contract period March 04, 2021 through March 03, 2022.

See attached Technical Specifications document for approximate units to be purchased. The unit price is equal to the Base Price for items before the Option Bid List.

Award Make/Model: FORD POLICE INTERCEPTOR UTILITY

IMPORTANT NOTE: Purchase Orders must have a paint line selected providing Exterior Color, Interior Color, and Seat Color. The colors and color codes are provided on a color chart attached to the contract.

DELIVERY ARO: 90 DAYS

Vendor Contact: Bobby Colclasure Phone: 402-617-4521 E-Mail: bobbyc@andersonautogroup.com

(MH 3/2/21)

Amendment one as attached. (03/10/21 ml)

Line 1	Description 2021 OR CURRENT PRODUCTION YEAR POLICE ALL WHEEL DRIVE	Estimated Quantity 20.0000	Unit of Measure EA	Unit Price 34,496.00	000
	AWD) 5 PASSENGER MID-SIZE UTILITY VEHCILES FFV E85	A7DD6E449B	BUY 608C1D24BCEL ADM	3/16/2021	202

State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, Nebraska 68508

Telephone: (402) 471-6500 Fax: (402) 471-2089

CONTRACT NUMBER 15418 OC E85 AWARD AND SECONDARY E15 AWARD 503856

VENDOR NUMBER:

## STATE OF NEBRASKA CONTRACT AMENDMENT

State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, Nebraska 68508

Telephone: (402) 471-6500 Fax: (402) 471-2089

ER DATE	
/10/21	
51	3/10/21 SUYER E KELLY (AS)

CONTRACT NUMBER 15418 OC E85 AWARD AND SECONDARY E15 AWARD

1 :	inc	Description	Estimated Quantity	Unit of Measure	Unit Price
L	ine	Description MAKE/MODEL: FORD POLICE INTERCEPTOR UTILITY ENGINE: 3.3L V6 WHEELBASE: 119.1" TIRE SIZE: 18" SERIES, CODE, TRIM LEVEL: K8A, 500A, PUV EPA/MPG: 17/23/19			
	2	2021 OR CURRENT PRODUCTION YEAR POLICE ALL WHEEL DRIVE (AWD) 5 PASSENGER MID-SIZE UTILITY VEHCILES E15 COMPLIANT MAKE/MODEL: FORD POLICE INTERCEPTOR UTILITY ENGINE: 3.3L V6 WHEELBASE: 119.1" TIRE SIZE: 18" SERIES, CODE, TRIM LEVEL: K8A, 500A, PUV EPA/MPG: 17/23/19	20.0000	EA	34,496.0000
		PLEASE CONTACT ANDERSON FORD OF LINCOLN FOR I NECESSARY FOR BUSINESS NEEDS	TEMS NOT LIST	ED ON THE (	CONTRACT BUT ARE
		OPTIONS:			
	3	ENGINE (OTHER) 3.3L V6 HYBRID	20.0000	EA	3,895.0000
	4	ENGINE OPTION 3.0L ECOBOOST	20.0000	EA	4,595.0000
	5	CLOTH REAR SEATS: (DEDUCT)	20.0000	EA	-40.0000
	6	COURTESY LAMP DISABLED: (DEDUCT)	20.0000	EA	-10.0000
	7	FRONT AND REAR FLOOR MATS (DEDUCT)	20.0000	EA	-35.0000
	8	DEEP TINT GLASS THROUGHOUT, EXCLUDING THE WINDSHIELD AND FRONT DOORS:	20.0000	EA	395.0000
a.	9	DRIVER SIDE SPOTLIGHT: (DEDUCT)	20.0000	EA	-150.0000
	10	DUAL SIDE SPOTLIGHT:	20.0000	EA	625.0000

503856

VENDOR NUMBER:

## STATE OF NEBRASKA CONTRACT AMENDMENT

PAGE	ORDER DATE
3 of 4	03/10/21
BUSINESS UNIT	BUYER CHRISTIE KELLY (AS)
9000	CHRISTIE

State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, Nebraska 68508

Telephone: (402) 471-6500 Fax: (402) 471-2089

CONTRACT NUMBER 15418 OC E85 AWARD AND SECONDARY E15 AWARD

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
11	SPOTLIGHT WITH WHITE LED LIGHTING:	20.0000	EA	395.0000
12	DOME LIGHT/COURTESY LAMP, INSTALLED (DEDUCT)	20.0000	EA	-25.0000
13	UNDER HOOD LIGHT: (DEDUCT)	20.0000	EA	-10.0000
14	POLICE PREP PACKAGE NUMBER ONE (1) (DEDUCT): a. TWO (2) CLEAR/WHITE LED MODULES VERTICALLY M	20.0000 20.0000 AT A 4	EA 5-DEGREE AN	-99.0000 GLE TO FRONT OF
	<ul> <li>a. TWO (2) CLEAR/WHITE LED MODOLEO VERTIONED WERE</li> <li>VEHCILE ON THE PUSH BUMPER.</li> <li>b. LED'S MUST MEET SAE J845, CLASS ONE (1) SPECIFIC</li> <li>c. MINIMUM OF THREE (3) LED'S IN EACH MODULE.</li> <li>d. BLACK BEZEL WITH CLEAR LENSES.</li> <li>e. SHOCK AND WATER RESISTANT.</li> <li>f. LEADS TAGGED AS SUCH THAT TERMINATE IN THE TR</li> </ul>	CATIONS.		
15	POLICE PREP PACKAGE	20.0000	EA	-99.0000
	NUMBER TWO (2) (DEDUCT): a. TWO (2) CLEAR/WHITE LED MODULES MOUNTED ON I THE LICENSE PLATE BRACKET FOR TWO (2) LIGHT HEAI b. LED'S MEET SAE J845, CLASS ONE (1) SPECIFICATION c. MINIMUM OF THREE (3) LED'S IN EACH MODULE. d. BLACK BEZEL WITH CLEAR LENSES. e. SHOCK AND WATER RESISTANT. f. LEADS TAGGED AS SUCH THAT TERMINATE IN THE TI	NS		
16	100-WATT SIREN SPEAKER (DEDUCT) a. CENTERED ON PUSH BUMPER WITH SPECIFIC MOUN b. LEADS TAGGED AS SUCH THAT TERMINATE IN THE T	20.0000 ITING BRACKET RUNK/REAR CA	S.	-100.0000
17	UPGRADE SIREN SPEAKER TO CODE 3 - JONES AUTO	20.0000	EA	195.0000
18	SETINA PB 400 PUSH BUMPER WITH INSTALLATION ON FRONT (DEDUCT)	20.0000	EA	-299.0000
19	AUXILIARY BATTERY (DEDUCT): a. DUAL PURPOSE AGM BATTERY WITH DUAL BATTERY b. INSTALLATION TO INCLUDE BATTERY TRAY AND BR. ONE (1) GUAGE CABLE.	20.0000 Y SEPARATOR F ACKET, HEAVY-	OR ACCESSO	DS
				CK

BUY \_\_\_\_\_ALS

## STATE OF NEBRASKA CONTRACT AMENDMENT

State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, Nebraska 68508

Telephone: (402) 471-6500 Fax: (402) 471-2089 CONTRACT NUMBER

		Fax: (402) 471-2089
PAGE 4 of 4	ORDER DATE 03/10/21	CONTRACT NUMBER
BUSINESS UNIT 9000	BUYER CHRISTIE KELLY (AS)	E85 AWARD AND SECONDARY E15 AWARD
VENDOR NUMBER: 503856		

Unit Unit of Estimated Price Measure Quantity Description Line 495.0000 EA 20.0000 UPGRADE AUXILLIARY BATTERY 20 TO BLUE TOP OPTIMA-JONES AUTO -200.0000 20.0000 EA ALTERNATING HEADLIGHT FLASHER 21 (DEDUCT): a. WIG-WAG MODULE b. FLASHER OVERRIDE AT NIGHT c. INSTALLED WITH ACTIVATION LEAD. d. WIRES TAGGED AS SUCH AND TERMINATING IN THE TRUNK/REAR CARGO AREA. 2,495.0000 EA 20.0000 PRO-GARD X PUSH BUMPER WITH 22 INSTALLATION ON THE FRONT OF THE VEHCILE. 295,0000 EA 20.0000 MANUFACTURER'S WIRELESS 23 **BI UETOOTH TECHNOLOGY** AND CONNECTIVITY TO ALLOW HANDS-FREE, PUSH BUTTON OR VOICE COMMAND OPERATIONS. 0.0000 \$ 10.000.0000 24 STANDARD PAINT: (ATTACH NO ADDITIONAL COST PAINTS LIST) 0.0000 \$ 10,000.0000 EXTRA COST PAINT: 25 (ATTACH EXTRA COST PAINTS LIST) 2.0000 1.0000 MI DROP SHIPMENT CHARGES PER 26 MILE OUTSIDE THE LINCOLN AREA

(DROP SHIPMENT CHARGES APPLY TO VEHICLES PURCHASED BY POLITICAL SUBDIVISIONS AND OTHER DIVISIONS OF GOVERNMENT)



#### RESOLUTION 2021-363

WHEREAS, the City has approved budget authority for the purchase of seven (7) Police Department fleet vehicles; and

WHEREAS, the State of Nebraska has released the State contracts for vehicle purchases which include the vehicles the Police Department wants to purchase, State Contract #15418 OC; and

WHEREAS, the Police Department wishes to purchase six (6) 2022 Ford Police Interceptor Utility vehicles with standard engines at a cost of \$34,083 each and one (1) 2022 Ford Police Interceptor Utility vehicle with a Hybrid engine at a cost of \$37,978, for a total cost of \$242,476.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, to approve the purchase of seven (7) 2022 Ford Police Interceptor Utility vehicles, all under State contract from Anderson Auto Group, Lincoln, Nebraska for a total cost of \$242,476.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, December 28, 2021.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form ¤\_\_\_\_\_ December 23, 2021 ¤ City Attorney



# **City of Grand Island**

Tuesday, December 28, 2021 Council Session

## Item G-14

## #2021-364 - Approving Maintenance Agreement No. 12 Renewal with the Nebraska Department of Transportation for Calendar Year 2022

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

## **Council Agenda Memo**

From:	Shannon Callahan, Street Superintendent	
Meeting:	December 28, 2021	
Subject:	Approving Maintenance Agreement No. 12 Renewal with the Nebraska Department of Transportation for Calendar Year 2022	
Presenter(s):	John Collins PE, Public Works Director	

### **Background**

Each year the City and the Nebraska Department of Transportation enter into an agreement for the maintenance of Highways within the City Limits. The agreement for 2022 has been prepared. The content and scope of the agreement is the same as that of previous years.

The certification that calendar year 2021 work was performed by the City will be presented at the January 11, 2022 City Council meeting.

### **Discussion**

The maintenance responsibilities by statute are detailed in Exhibit A of the agreement. Calculations for payments are detailed in Exhibit B. Surface maintenance and snow removal responsibilities from an operational efficiency stand point are detailed in Exhibit C. The net result of this exchange of services for 2022 will be a <u>payment to the City</u> of \$102,743.90.

## **Alternatives**

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

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

## **Recommendation**

City Administration recommends that the Council pass a resolution approving Maintenance Agreement No. 12 for calendar year 2022.

## **Sample Motion**

Move to approve Maintenance Agreement No. 12 for calendar year 2022.

#### RESOLUTION 2021-364

WHEREAS, on December 22, 1992, the City of Grand Island approved and entered into Maintenance Agreement No. 12 with the State of Nebraska Department of Transportation with respect to the maintenance of state highways within the corporate limits of Grand Island; and

WHEREAS, this agreement requires annual renewal by both parties thereto; and

WHEREAS, it is in the best interest of the City of Grand Island to approve Maintenance Agreement No. 12 to be effective January 1, 2022.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA that Maintenance Agreement No. 12 between the City and the State of Nebraska Department of Transportation for the term January 1, 2022 through December 31, 2022 is hereby approved; and 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, December 28, 2021.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form ¤\_\_\_\_\_ December 23, 2021 ¤ City Attorney



# **City of Grand Island**

Tuesday, December 28, 2021 Council Session

## Item G-15

## #2021-365 - Approving Change Order No. 1 for Bridge Joint Repairs 2020-2021

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

## **Council Agenda Memo**

From:	Shannon Callahan, Street Superintendent	
Meeting:	December 28, 2021	
Subject:	Approving Change Order No. 1 for Bridge Joint Repairs 2020-2021	
Presenter(s):	John Collins PE, Public Works Director	

### **Background**

Wilke Contracting Corp. of Kearney, Nebraska was awarded a \$85,714.40 contract on March 23, 2021, via Resolution No. 2021-65, for Bridge Joint Repairs 2020-2021.

Nebraska Department of Transportation requires bridges to be inspected by a certified bridge inspector once every two (2) years. Per this inspection process, there were seven (7) bridges in Grand Island, along South Locust St and Blaine St, which were identified as needing joint repairs.

### **Discussion**

Due to shortage of work force and lack of material availability Wilke Contracting, Corp. of Kearney, Nebraska has requested a time extension to complete the Bridge Joint Repairs 2020-2021. The original completion date is December 31, 2021, with the request to extend the completion date to April 30, 2022.

There will be no cost associated with Change Order No. 1, leaving the contract agreement amount at \$85,714.40.

## **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 at no cost for Bridge Joint Repairs 2020-2021 with Wilke Contracting Corp. of Kearney, Nebraska.

## **Sample Motion**

Move to approve the resolution.



#### **CHANGE ORDER NO. 1**

#### PROJECT: CONTRACTOR: AMOUNT OF CONTRACT: CONTRACT DATE:

Bridge Joint Repairs 2020-2021 Wilke Contracting Corp. \$85,714.40 April 13, 2021

Due to shortage of work force and lack of material availability Wilke Contracting, Corp. of Kearney, Nebraska has requested a time extension to complete the Bridge Joint Repairs 2020-2021. The original completion date is December 31, 2021, with the request to extend the completion date to April 30, 2022.

Contract Price Prior to this Change Order	\$85,714.40
Net Increase Resulting from this Change Order	\$0
Revised Contract Price Including this Change Order	\$85,714.40

Notice to Proceed Date	April 15, 2021
Original Completion Date	December 31, 2021
First Revised Completion Date	April 30, 2022

#### The Above Change Order Accepted:

Wilke Contracting Corp.

By\_\_\_\_\_\_
Date\_\_\_\_\_\_

Approval Recommended:

By\_\_\_\_\_\_

John Collins PE, Public Works Director/City Engineer

Approved for the City of Grand Island, Nebraska

By\_\_\_\_\_\_\_

Mayor

Attest\_\_\_\_\_\_\_

City Clerk

#### RESOLUTION 2021-365

WHEREAS, on March 23, 2021, via Resolution No.2021-65, the City of Grand Island awarded Wilke Contracting Corp. of Kearney, Nebraska the bid in the amount of \$85,714.40 for Bridge Joint Repairs 2020-2021; and

WHEREAS, it has been determined that additional time is necessary to complete such project; and

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

and

WHEREAS, there will be no cost associated with Change Order No. 1, leaving the contract agreement amount at \$85,714.40; and

WHEREAS, the project completion date will be extended from December 31, 2021 to April 30, 2022.

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, at no cost, between the City of Grand Island and Wilke Contracting Corp. of Kearney, Nebraska to provide the modifications.

Adopted by the City Council of the City of Grand Island, Nebraska, December 28, 2021.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form ¤\_\_\_\_\_ December 23, 2021 ¤ City Attorney



# **City of Grand Island**

Tuesday, December 28, 2021 Council Session

## Item G-16

## #2021-366 - Approving Bid Award for Sanitary Sewer Rehabilitation- Various Locations; Project No. 2021-S-12

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

## **Council Agenda Memo**

From:	Keith Kurz PE, Assistant Public Works Director	
Meeting:	December 28, 2021	
Subject:	Approving Bid Award for Sanitary Sewer Rehabilitation- Various Locations; Project No. 2021-S-12	
Presenter(s):	John Collins PE, Public Works Director	

## **Background**

Public Works is taking a proactive approach in rehabilitating sanitary sewer throughout the City to avoid failures. This project will fix known pipe breaks on sewer mains prior to any sort of catastrophic failure. Various alternatives such as open cut repairs or pipe lining solutions were looked at to fix known issues. Existing conditions of the pipe with video inspections, local site conditions, and property areas were reviewed and evaluated.

On December 1, 2021 the Engineering Division of the Public Works Department advertised for bids for Sanitary Sewer Rehabilitation- Various Locations; Project No. 2021-S-12.

## **Discussion**

Three (3) bids were received and opened on December 21, 2021. 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.

BID SECTION	BASE BID
The Diamond Engineering Company, Grand Island, NE	\$172,213.20
Elsbury Construction, LLC of Grand Island, NE	\$287,718.74
Myers Construction, Inc. of Broken Bow, NE	\$480,341.38

## **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, The Diamond Engineering Company of Grand Island, Nebraska in the amount of \$172,213.20.

### **Sample Motion**

Move to approve the bid award.

#### Purchasing Division of Legal Department INTEROFFICE MEMORANDUM



Stacy Nonhof, Purchasing Agent

Working Together for a Better Tomorrow, Today

#### **BID OPENING**

<b>BID OPENING DATE:</b>	December 21, 2021 at 2:15
FOR:	Sanitary Sewer Rehabilitation – Various Locations; Project No. 2021-S-12
DEPARTMENT:	Public Works
ESTIMATE:	\$293,000.00
FUND/ACCOUNT:	53030055-85213-53009
PUBLICATION DATE:	November 30, 2021
NO. POTENTIAL BIDDERS:	10

#### **SUMMARY**

Bidder:	<b>Diamond Engineering Co.</b>	Myers Construction, Inc.
	Grand Island, NE	Broken Bow, NE
<b>Bid Security:</b>	Universal Surety Co.	United Fire & Casualty Co.
Exceptions:	None	None
Base Bid:	\$20,543.20	\$ 90,914.00
Alternate B:	\$33,886.50	\$118,611.28
Alternate C:	\$37,816.50	\$122,341.86
Alternate D:	\$42,815.00	\$ 66,228.56
Alternate E:	\$37,152.00	<b>\$ 82,245.68</b>
<b>Total Bid Price:</b>	<u>\$172,213.2</u> 0	\$480,341.38

<u>Elsbury Construction, LLC</u> Grand Island, NE
Universal Surety Co.
None
\$36,129.80
\$74,653.55
\$60,845.63
\$61,532.69
\$54,557.07
\$287,718.74

cc: John Collins, Public Works Director Jerry Janulewicz, City Administrator Stacy Nonhof, Purchasing Agent Catrina DeLosh, Admin. Asst. Public Works Patrick Brown, Finance Director Robert Greenberg, Engineer I-WWTP

P2331

WHEREAS, the City of Grand Island invited sealed bids for Sanitary Sewer Rehabilitation- Various Locations; Project No. 2021-S-12, according to plans and specifications on file with the Public Works Department; and

WHEREAS, on December 21, 2021 bids were received, opened, and reviewed;

and

WHEREAS, The Diamond Engineering Company 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 \$172,213.20.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of The Diamond Engineering Company of Grand Island, Nebraska in the amount of \$172,213.20 for Sanitary Sewer Rehabilitation- Various Locations; Project No. 2021-S-12 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, December 28, 2021.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form ¤\_\_\_\_\_ December 23, 2021 ¤ City Attorney



Tuesday, December 28, 2021 Council Session

## Item G-17

### **#2021-367 - Approving Amending the Grand Island Public Library Job Classification**

Staff Contact: Celine Swan

## **Council Agenda Memo**

From:	Celine Swan, Library Director
Meeting:	December 28, 2021
Subject:	Approving Changing Custodian position to Maintenance Worker 1
Presenter(s):	Celine Swan, Library Director

#### **Background**

The Grand Island Public Library has had a Custodian and a Maintenance Worker 1 for the last 18 years. The Library feels it is a good time to switch the vacated Custodian position to the Maintenance Worker 1 classification.

#### **Discussion**

The Custodian position Step 1 is \$16.52 and the starting salary of a Maintenance Worker 1 is \$17.15. The Custodian position was vacated at the highest pay step of \$22.10 so this should not impact the current budget. The last Custodian was making \$45,984.12 and the new Maintenance Worker 1 would make \$35,680.58 annually. The Library recommends changing from Custodian to Maintenance Worker 1 at this time due to the Custodian and Maintenance Worker 1 performing identical duties and making current job titles inappropriate, titles such as Custodian and Janitor have become undesirable and make the position more difficult to fill, and a higher wage might influence applicants to apply due to the current difficulty in attracting applicants in the current job market.

#### **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 has recommended approval of Resolution 2021-367.

### **Sample Motion**

Move to approve Resolution 2021-367.

WHEREAS, the City of Grand Island and the Grand Island Public Library Department are wanting to correctly staff the department; and

WHEREAS, the Library Department currently has a Custodian vacancy; and

WHEREAS, the Library Department will change the existing classification of Custodian to Maintenance Worker 1; and

WHEREAS, the Custodian position that was vacated was at step 9, the highest step in the salary table, the Maintenance Worker 1 will begin at step 1; and

WHEREAS, there will be no change in the Library Personnel FTE budget.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that amending the Grand Island Public Library Job Classification is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, December 28, 2021.

Roger D. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form ¤\_\_\_\_\_ December 23, 2021 ¤ City Attorney



Tuesday, December 28, 2021 Council Session

## Item G-18

### **#2021-368 - Approving Self Checkout System for the Library**

Staff Contact: Celine Swan

## **Council Agenda Memo**

From:	Celine Swan, Library Director
Meeting:	December 28, 2021
Subject:	Approving Purchase of Self Checkout System
Presenter(s):	Celine Swan, Library Director

#### **Background**

The Grand Island Public Library's current Self Checkout System with Bibliotecha has reached end of life December 2021. We have had this system for over 10 years. We have seen issues lately with the gates not working correctly, excessive beeping, and Bibliotheca can no longer do any upgrades.

#### **Discussion**

Specifications for replacement were not advertised for bid due to Bibliotheca providing a sole source letter. We already have RFID-tags on all of our materials. Bibliotheca's tags are designed with the latest chip technology. Bibliotheca has provided excellent service, and maintenance for our library. After meeting with Bibliotheca and also looking at many other companies we feel that Bibliotheca is the company of our choice. They also work well with our new ILS-Integrated Library Software System, TLC. We would love to continue to provide technology that helps our patrons and staff to have success.

item	Quantity	Net Price	Net Extended
Freight White Glove Service SHP000002-000	1	3,500.00	3,500.00
selfCheck 500 full height kiosk SCK500000-000	4	7,689.00	30,756.00
RFID workstation shielded NA STF000017-001	6	1,119.00	6,714.00
RFID gate premium Direct mount, 1 aisle GAT000810-001	1	12,149.00	12,149.00
libraryConnect devices, 1 year subscription, 1-5 devices SWR000040-000	1	969.00	969.00
Introduction to libraryConnect Devices EDU040011-000	1	1,799.00	1,799.00
staffConnect™ gate Individual License (Year 1) SWR000005-000	1	578.00	578.00
	Tot	al:	56,465.00
	Cur	rency:	US Dollar

### **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 has recommended approval of Resolution 2021-368.

### **Sample Motion**

Move to approve Resolution 2021-368.

WHEREAS, the City of Grand Island Public Library's Self Checkout Systems have reached end of life; and

WHEREAS, the Library recommends replacing their current system with Bibliotheca to an updated system with Bibliotheca; and

WHEREAS, the current system has reached end of life as of December 2021; and

WHEREAS, the library currently has all of their RFID tags with this system in every library material item; and

WHEREAS, this RFID tag is designed with the latest chip technology and is exclusively designed for libraries; and

WHEREAS, Bibliotheca has provided is the sole source for the RFID tags currently in use at the Library; and

and

WHEREAS, the Library received a bid of \$56,465.00 for the updated Bibliotheca system;

WHEREAS, the library wrote and received a 2022 ARPA Library Improvement grant for \$28,232.00 from the Nebraska Library Commission to pay for half of this bid; and

WHEREAS, the Library will use Grand Island Public Library Foundation Grant money of \$17,267.58; and

WHEREAS, the amount of \$10,965.42 left over will be paid from the Library's regular operating budget; and

WHEREAS, the cost for this unforeseen project was not originally budgeted but grants will pay for most of the replacement of this Self Checkout Project.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Bibliotheca Self Checkout Replacement Project in the amount of \$56,465.00 is hereby approved.

Adopted by the City Council of the City of Grand Island, Nebraska, December 28, 2021.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	¤
December 23, 2021	¤ City Attorney

Grand Island



Tuesday, December 28, 2021 Council Session

## Item I-1

## #2021-369 - Approving Memorandum of Understanding to the Labor Contract between the City of Grand Island and the Fraternal Order of Police (FOP) Grand Island Lodge No. 24 Bargaining Unit

Staff Contact: Aaron Schmid, Human Resources Director

## **Council Agenda Memo**

From:	Aaron Schmid, Human Resources Director
Meeting:	December 28, 2021
Subject:	Consideration of Approving Memorandum of Understanding to the Labor Contract between the City of Grand Island and the Fraternal Order of Police (FOP) Grand Island Lodge No. 24 Bargaining Unit
Presenter(s):	Aaron Schmid, Human Resources Director

#### **Background**

The City Of Grand Island (City) maintains a labor agreement with the Fraternal Order of Police (FOP) Grand Island Lodge No. 24. Proposed changes to the labor agreement must be mutually agreed upon between the City and the Union.

The staffing of Police Officers at the Grand Island Police Department continues to be an issue. Officer vacancies within the department have reached a current high of 9 openings.

In June of this year, Council approved a lateral hiring incentive for certified Officers in the amount of \$1,500 along with 50 hours of compensatory time. Pay step placement with the City is equal to the pay from their former agency. Despite the implementation of this program, we have hired only one certified applicant.

Additionally, the last round of non-certified applicant recruiting resulted in hiring zero applicants.

#### **Discussion**

The Police Department would like to increase the lateral hiring incentive program to \$5,000 along with the 50 hours of compensatory time and step placement based on prior agency. The increase would position the department to be more competitive in regards to incentives other agencies are offering in the state. Also, as a reference point, the cost of sending a non-certified Officer through the NLETC training program is approximately \$21,000.

Additionally, the department would like to offer a referral incentive to existing Officers who successfully recruit applicants. The proposal is to offer \$300 incentive towards the

referral of one non-certified applicant that makes the Civil Service eligibility list. A \$500 incentive for the referral of two or more non-certified applicants that make the eligibility list. A \$500 incentive for the referral of one or more certified applicants the make the eligibility list. Lastly, a \$1,700 incentive if one or more of the referred applicants is hired.

The aim of the referral incentive is to generate quality candidates for the multiple openings. The goal is to get current employees to reach out to friends, family and colleagues in the profession to encourage employment with the department.

#### **Alternatives**

It appears 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**

The City Administration recommends approval of the Memorandum of Understanding to the Labor Contract between the City of Grand Island and the Fraternal Order of Police (FOP) Grand Island Lodge No. 24 Bargaining Unit.

### **Sample Motion**

Move to approve.

#### MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) between the City of Grand Island, Nebraska (City), and the Fraternal Order of Police Grand Island Lodge No. 24 (FOP) sets forth terms and conditions agreed to by the parties as follows:

I

The parties agree the present labor agreement (Labor Agreement) between the City and FOP for those employees of the City's Police Department represented by the FOP remains in effect for the period previously negotiated by the parties, that being through September 30, 2022.

The parties agree this MOU does not alter the terms of the Labor Agreement or make those terms subject to renegotiation before the expiration (September 30, 2022) without a separate written agreement between the parties memorializing such.

The parties agree this MOU only affects the provisions contained herein, temporarily alters certain provisions regarding referral incentives as stated below, those alterations are of an experimental nature with the consent of the parties, and any permanent alterations will require a formal amendment of the Labor Agreement with approval of the parties.

II.

The terms of the MOU will commence upon City Council approval and end on September 30, 2022.

III.

Either party may terminate the MOU with or without cause by providing written notice to the other party at least thirty (30) days prior to the date of termination.

IV.

The following provisions of the Labor Agreement shall be altered for the period this MOU is in effect. Alterations pursuant to this MOU will be in *italics* and **bold** faced type. The alterations listed below are not of a permanent nature, are only in effect while the MOU is in effect, and do not make the terms listed below or any of the terms contained in the Labor Agreement subject to renegotiation.

#### D. REFERRAL INCENTIVE

The department shall use a referral incentive to award employees of the bargaining unit who successfully bring new talent into the department by helping to recruit Police Officer positions. The following details the terms of the incentive.

A three hundred dollar (\$300) incentive for the referral of one (1) non-certified applicant that is placed on the Civil Service Commission's list of persons eligible for appointment in the hiring cycle.

A five hundred dollar (\$500) incentive for the referral of two or more (2+) non-certified applicants that are placed on the Civil Service Commission's list of persons eligible for appointment in the hiring cycle.

A five hundred dollar (\$500) incentive for the referral of one or more (1+) certified Police Officer applicants that are placed on the Civil Service Commission's list of persons eligible for appointment in the hiring cycle.

An additional seventeen hundred dollar (\$1,700) incentive if the department hires one or more (1+) of the referred applicants, certified or non-certified.

An eligibility list is defined as those eligible for appointment to the department by the appointing authority. "Hired" is defined as the new employee beginning the first day of employment. Referrals will be based on hiring cycles. A hiring cycle commences when the appointing authority makes a requisition upon the Civil Service Commission for the names and addresses of persons eligible for appointment and is complete once an eligibility list has been certified.

The parties agree this document constitutes the entirety of the terms and conditions of this MOU. This MOU shall not be altered or modified in any way unless agreed to by all parties thereto, memorialized in writing, and executed by the parties.

Witness Our Hands:

Grand Island

#### THE CITY OF GRAND ISLAND

Ву Roger G. Steele, Mayor

FOP GRAND ISLAND LODGE NO. 24

Daugherty, President Ву

Jarret

/2-22-202/ Date

Date

WHEREAS, pursuant to <u>Neb. Rev. Stat.</u>, §16-201, the 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 Fraternal Order of Police (FOP) Grand Island Lodge No. 24; and

WHEREAS, representatives of the City and FOP met to negotiate a labor memorandum of understanding; and

WHEREAS, the labor memorandum of understanding creates referral incentive for FOP members; and

WHEREAS, the City reached an agreement with the FOP 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 Memorandum of Understanding by and between the City Of Grand Island and the Fraternal Order of Police (FOP) Grand Island Lodge No. 24 for the period of December 28, 2021 through September 30, 2022.

Adopted by the City Council of the City of Grand Island, Nebraska, December 28, 2021.

Roger G. Steele, Mayor

ATTEST:

RaNae Edwards, City Clerk

Approved as to Form ¤\_\_\_\_\_ December 23, 2021 ¤ City Attorney



Tuesday, December 28, 2021 Council Session

## Item J-1

### **Approving Payment of Claims for the Period of December 15, 2021 through December 28, 2021**

The Claims for the period of December 15, 2021 through December 28, 2021 for a total amount of \$5,485,700.79. A MOTION is in order.

Staff Contact: Patrick Brown