
City of Grand Island



Tuesday, July 26, 2022 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 Tim Kilstrom, Spirit of Life Church, 2304 Macron Street

Pledge of Allegiance

Roll Call

A - SUBMITTAL OF REQUESTS FOR FUTURE ITEMS

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

B - RESERVE TIME TO SPEAK ON AGENDA ITEMS

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



City of Grand Island

Tuesday, July 26, 2022

Council Session

Item E-1

Public Hearing on Zoning Change to Property located at 2548 and 2536 Carleton Avenue, Grand Island, Nebraska from RO Residential Office to B2 General Business. (Suzanne Bowden)

Council action will take place under Ordinances item F-2.

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission

Meeting: July 26, 2022

Subject: Change of Zoning from RO Residential Office to B2 General Business

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

Background

The owners of property immediately north of Dairy Queen east of the Carleton Avenue and north of Capital Avenue (Suzanne Bowden and MidNebraska Foundation Inc.) have requested that their property be rezoned. Ms. Bowden would like to convert the old daycare site to a more commercial use and MidNebraska Foundation agreed to be included in the application. They are requesting that the property be changed from RO Residential Office to B2 General Business,

Discussion

At the regular meeting of the Regional Planning Commission, held July 6, 2022 the above item was considered following a public hearing.

O'Neill opened the public hearing.

Nabity stated the request is to rezone 2 lots from RO Residential Office Zone to B2 General Business Zone. The property is planned for highway commercial development on the Future Land Use Map. B2 zone is consistent with Future Land Use Map. Nabity stated staff is recommending approval.

Suzanne Bowden – was available for questions.

O'Neill closed the public hearing.

A motion was made by Robb and second by Randone to rezone 2 lots from RO Residential Office Zone to B2 General Business Zone finding that the proposed change is consistent with the future land use map of the Grand Island Comprehensive plan.

The motion was carried with eight members voting in favor (O'Neill, Ruge, Olson, Robb, Monter, Rainforth, Rubio, and Randone) and no members abstaining or voting no.

The memo sent to the planning commission with staff recommendation is attached for review by Council.

Alternatives

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

1. Approve the comprehensive plan amendment and rezoning request as presented
2. Modify the comprehensive plan amendment and rezoning request to meet the wishes of the Council
3. Postpone the issue

Recommendation

City Administration recommends that the Council approve the proposed changes as recommended.

Sample Motion

Move to approve the ordinance as presented.

Agenda Item # 4

PLANNING DIRECTOR RECOMMENDATION TO REGIONAL PLANNING COMMISSION:

June 28, 2022

SUBJECT: *Zoning Change (C-30-22GI)*

PROPOSAL: This application is requesting a rezoning of approximately 2 platted lots west of Carleton Avenue and north of Capital Avenue. The property is located within the Grand Island City limits and a request has been made by the owners for rezoning.

OVERVIEW:

Site Analysis

Current zoning designation: **RO:** Residential Office Zone

Intent of zoning district: **RO:** To provide the highest density of residential uses as well as for various office, personal services and professional uses. This zoning district is also used as a transitional zone between lower density residential zones and business or manufacturing zones.

Permitted and conditional uses: **RO:** Residential uses with no limit on the density except available parking spaces, office uses, personal services, assisted living facilities, day cares, and prescription related retail.

Future Land Use Map Designation: **HC:** Highway Commercial This land use area is intended to accommodate uses that serve a more regional clientele that come from miles away. These uses are typically accessible only by car, and include hotels and motels, large retailers, malls, office and business parks, etc

Existing land uses: Commercial daycare building and Office Building

Proposed Zoning Designation **B2:** General Business Zone

Intent of zoning district: **B2:** The intent of this zoning district is to provide for the service, retail and wholesale needs of the general community. This zoning district will contain uses that have users and traffic from all areas of the community and trade areas, and therefore will have close proximity to the major traffic corridors of the City. Residential uses are permitted

at the density of the (R-4) High Density Residential Zoning District.

Permitted and conditional uses:

B2: Residential uses at a density of up to 43 units per acre, a variety of commercial, retail, office and service uses.

Adjacent Properties Analysis

Current zoning designations:

North: RO: Residential Office Zone,
South: B2: General Business Zone,
East: B2 and RO: General Business and Residential Office Zone,
West: R2: Low Density Residential Zone

Intent of zoning district:

R2: The intent of this district is to provide for residential neighborhoods at a maximum density of seven dwelling units per acre with supporting community facilities.

RO: The intent of this zoning district is to provide the highest density of residential uses as well as for various office, personal services and professional uses. This zoning district is also used as a transitional zone between lower density residential zones and business or manufacturing zones.

B2: The intent of this zoning district is to provide for the service, retail and wholesale needs of the general community. This zoning district will contain uses that have users and traffic from all areas of the community and trade areas, and therefore will have close proximity to the major traffic corridors of the City. Residential uses are permitted at the density of the (R-4) High Density Residential Zoning District.

Permitted and conditional uses:

R2: Residential uses at a density of 7 dwelling units per acre, churches, schools, and parks.

RO: Residential uses with no limit on the density except available parking spaces, office uses, personal services, assisted living facilities, day cares, and prescription related retail.

B2: Residential uses at a density of up to 43 units per acre, a variety of commercial, retail, office and service uses.

Existing land uses:

North: Multi-family Residential,
South: Commercial (Dairy Queen)
East: Offices, Residential

West: Moore's Creek Drainway, Farm Ground

EVALUATION:

Positive Implications:

- *Consistent with the City's Comprehensive Land Use Plan: The property is designated for Highway commercial development generally including medium to high density residential and general business uses. .*
- *Accessible to Existing Municipal Infrastructure: City water and sewer services is available to serve the rezoning area.*
- *Extension of Existing Zoning District: This would extend the commercial zoning district north from Dairy Queen to include the two commercial non-residential buildings between Dairy Queen and the apartments to the north.*

- **Negative Implications:**

- *None foreseen:*

Other Considerations

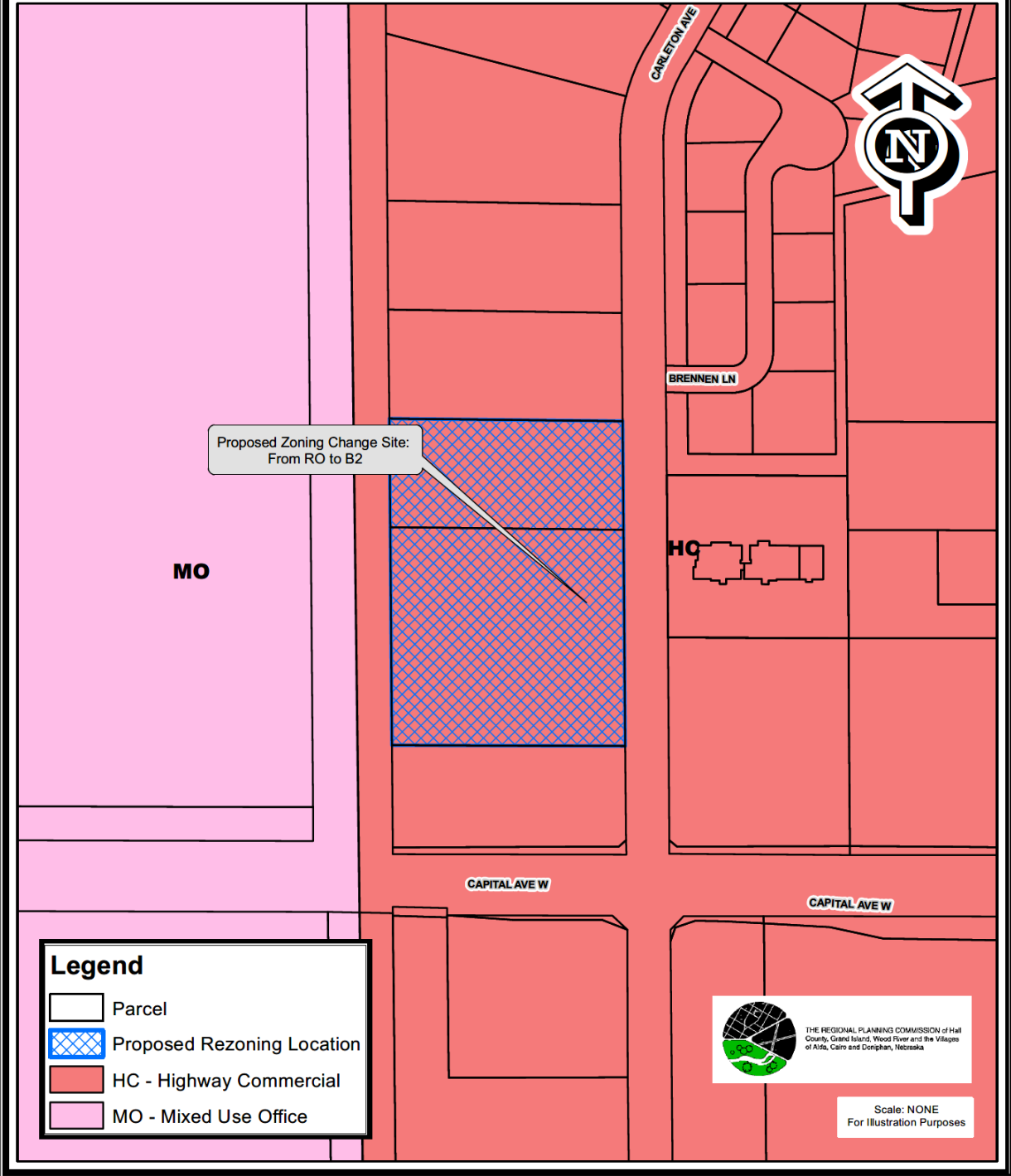
This property is planned for highway commercial development on the Future Land Use Map for the City of Grand Island. These changes would be consistent with the plan for the area and would allow for expanded commercial use of these properties.

RECOMMENDATION:

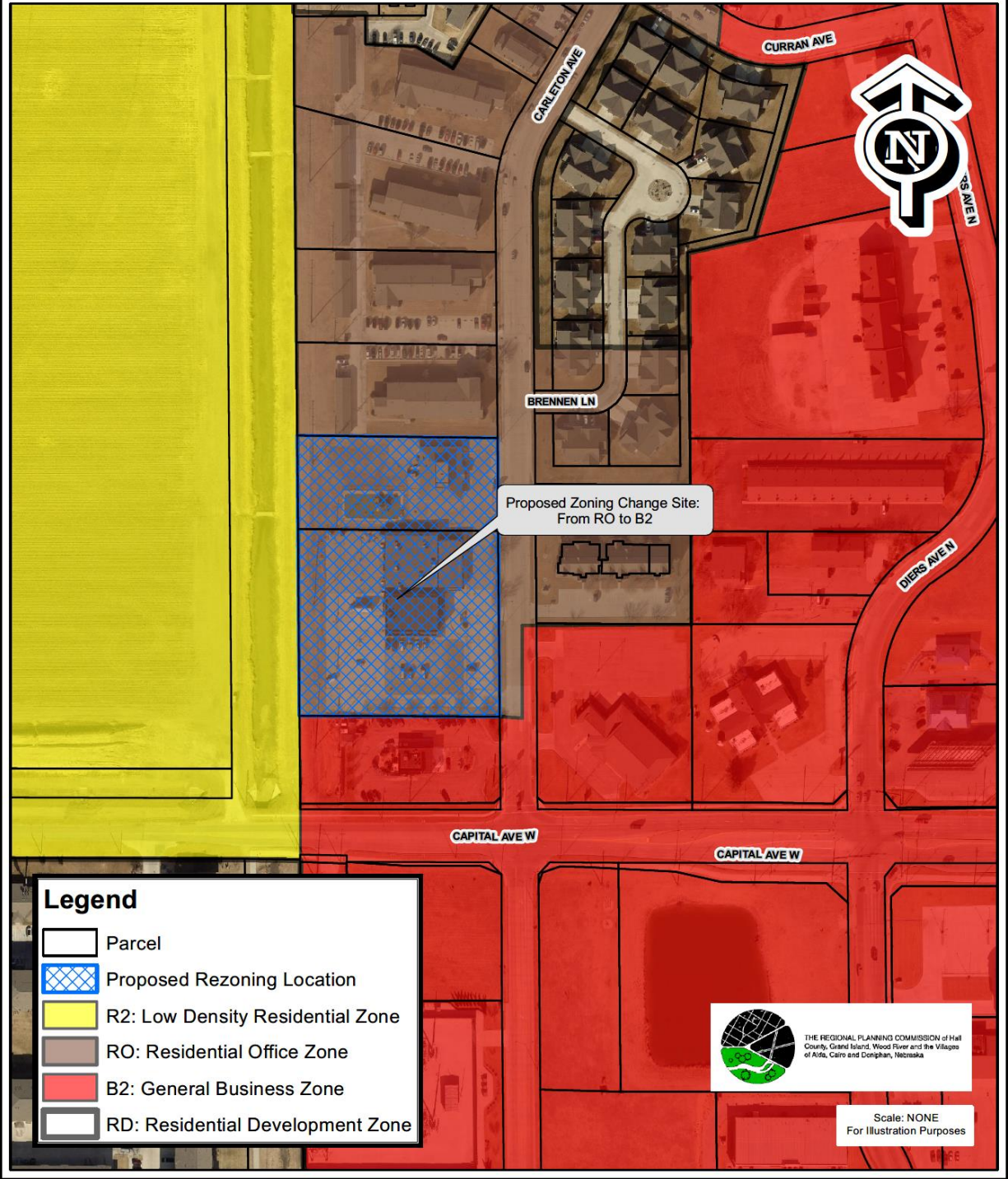
That the Regional Planning Commission recommend that the Grand Island City Council change the zoning on this site from **RO:** Residential Office Zone to **B2:** General Business.

_____ Chad Nabity AICP, Planning Director

Future Landuse Map Proposed Zoning Change



Location Map Proposed Zoning Change



APPLICATION FOR REZONING OR ZONING ORDINANCE CHANGE

Regional Planning Commission

Check Appropriate Location:

- ☒ City of Grand Island and 2 mile zoning jurisdiction
☐ Alda, Cairo, Doniphan, Wood River and 1 mile zoning jurisdiction
☐ Hall County

RPC Filing Fee

(see reverse side)

plus Municipal Fee*

\$50.00

*applicable only in Alda, Doniphan, Wood River

A. Applicant/Registered Owner Information (please print):

Applicant Name Suzanne Bowden Phone (h) 308-379-4750 (w) 308-850-7878

Applicant Address 2548 Carleton Ave. Grand Island, NE 68803

Registered Property Owner (if different from applicant) Mid Nebraska Foundation, Inc P

Address PO Box 1346 Hastings Grand Island 68902 Phone (h) 402-469-2193 (w) _____
Diane Campbell

B. Description of Land Subject of a Requested Zoning Change:

Property Address 2548 + 2536 Carleton Ave. Grand Island, NE 68803

Legal Description: (provide copy of deed description of property)

Lot 13-15 Block _____ Subdivision Name Bosseiman Second subdivision, and/or

All/Part _____ 1/4 of Section _____ TWP _____ RGE _____ W6PM

C. Requested Zoning Change:

1. Property Rezoning (yes ☒) (no ☐)
(provide a properly scaled map of property to be rezoned)

From R0 to B2

2. Amendment to Specific Section/Text of Zoning Ordinance (yes ☐) (no ☐)
(describe nature of requested change to text of Zoning Ordinance)

D. Reasons in Support of Requested Rezoning or Zoning Ordinance Change:

TO allow for commercial/retail uses.

NOTE: This application shall not be deemed complete unless the following is provided:

1. Evidence that proper filing fee has been submitted.
2. A properly scaled map of the property to be rezoned (if applicable), and copy of deed description.
3. The names, addresses and locations of all property owners immediately adjacent to, or within, 300 feet of the perimeter of the property to be rezoned (if the property is bounded by a street, the 300 feet shall begin across the street from the property to be rezoned).
4. Acknowledgement that the undersigned is/are the owner(s), or person authorized by the owner(s) of record title of any property which is requested to be rezoned:

A public hearing will be held for this request

Signature of Owner or Authorized Person Suzanne Bowden Date 6-13-22

Note: Please submit a copy of this application, all attachments plus any applicable municipal filing fee to the appropriate Municipal Clerk's Office. RPC filing fee must be submitted separately to the Hall County Treasurer's Office (unless application is in Grand Island or its 2 mile zoning jurisdiction, then the RPC filing fee must be submitted to the G.I. City Clerk's Office).

Application Deemed Complete by RPC: mo. _____ day. _____ yr. _____ Initial _____

RPC form revised 10/23/19

info@qdobag-i.com



City of Grand Island

Tuesday, July 26, 2022

Council Session

Item E-2

Public Hearing on Zoning Change to Property located at 4720 East Seedling Mile Road, Grand Island, Nebraska from LLR Large Lot Residential to B2 General Business (Jose Ramirez)

Council action will take place under Ordinances item F-3.

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission

Meeting: July 26, 2022

Subject: Change of Zoning from LLR Large Lot Residential to B2 General Business

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

Background

The owner of property immediately at the northwest corner of Seedling Mile Road and Gun Barrel Road (Jose Ramirez.) requested that the property be rezoned. Mr. Ramirez would like to renovate the Harmony Hall Building and use it as a reception hall/ballroom in a manner consistent with the historic uses of the property. He is requesting that the property be changed from LLR Large Lot Residential to B2 General Business to facilitate this change in use. The existing building has been vacant for more than 50 years.

Discussion

At the regular meeting of the Regional Planning Commission, held July 6, 2022 the above item was considered following a public hearing.

O'Neill opened the public hearing.

Nabity stated the property consists of 3 lots that are currently zoned LLR Large Lot Residential. The adjacent properties are zoned Large Lot Residential Zone or Transitional Agriculture Zone. Nabity stated 2 letters were received to protest against the proposed rezoning change. The letter from Greg Erwin was included in the packet. A copy of the letter received from Travis and Alicia Wicht to protest against the proposed rezoning change was entered into the record. Nabity stated the proposed rezoning request is not consistent with the City's Comprehensive Plan and staff is recommending the request be denied.

Jose Ramirez – stated he would like to restore the building into a ballroom.

Ruge stated when Harmony Hall was originally built there was nothing out in the country and that's why the dancehall was done. Today there are a lot of homes in the area and the Comprehensive Plan does not call for it to be zoned commercial. Ruge said he would not be in favor.

Greg Erwin – 454 N. Gunbarrel Rd - Grand Island, NE - Mr. Erwin stated he is opposed to the proposed rezoning request. Mr. Erwin lives right across the street

from Harmony Hall. Mr Erwin said before purchasing his property 3 years ago he checked the zoning in the area to make sure nothing like this would happen.

Nabity went on to expand on why staff recommends the request to be denied. Nabity stated this would be considered spot zoning, there is no B2 in the area, and it is not consistent with the comprehensive plan. There is no sewer available. The septic system would work well for a house. The proposed uses would not fit well without municipal sewer service.

O'Neill closed the public hearing.

A motion was made by Ruge and second by Rainforth to recommend City Council deny the application for the proposed rezoning request finding that it is not compatible with the surrounding uses, is not supported by the Grand Island Future Land Use Map and would appear to be spot zoning.

The motion was carried with eight members voting in favor (O'Neill, Ruge, Olson, Robb, Monter, Rainforth, Rubio and Randone) and no members voting no or abstaining.

The memo sent to the planning commission with staff recommendation is attached for review by Council. Also included are the images Mr. Ramirez provided for the Planning Commission meeting and copies of correspondence received by the planning department in regard to this application.

Alternatives

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

1. Approve the comprehensive plan amendment and rezoning request as presented
2. Modify the comprehensive plan amendment and rezoning request to meet the wishes of the Council
3. Postpone the issue

Recommendation

City Administration recommends that the Council deny the proposed changes as requested.

Sample Motion

Move to deny the ordinance as presented finding that the proposed changes would not be in conformance with the future land use map for the City of Grand Island, would not be

compatible with the surrounding residential development and could be considered spot zoning.

Agenda Item # 5

PLANNING DIRECTOR RECOMMENDATION TO REGIONAL PLANNING COMMISSION:

June 28, 2022

SUBJECT: *Zoning Change (C-32-22GI)*

PROPOSAL: This application includes lots 1, 2 and 3 of Schaaf's Second Subdivision 4720 Seedling Mile Road at the northwest corner of Gunbarrel Road and Seedling Mile road (Harmony Hall). The property is located within the two-mile extra-territorial zoning jurisdiction of the City of Grand Island.

The applicant is requesting to change the zoning this property from LLR Large Lot Residential Zone to B-2 General Business.

OVERVIEW:

Site Analysis

Current zoning designation:

LLR: Large Lot Residential.

Intent of zoning district

LLR: To provide for a transition from rural to urban uses, and is generally located on the fringe of the urban area. This zoning district permits residential dwellings at a maximum density of two dwelling units per acre, as well as other open space and recreational activities.

Permitted and conditional uses:

LLR: Agricultural uses, recreational uses, transitional uses such as: greenhouses and veterinary clinics and residential uses at a density of 1 unit per 20,000 square feet.

Future Land Use Map Designation:

LM The Low to Medium Residential land use would encompass residential uses with a density up to 15 dwelling units per acre. City services such as water and sewer should be provided in areas where densities exceed one dwelling unit per acre.

Existing land uses.

Vacant lots and vacant building

Adjacent Properties Analysis

Current zoning designations:

East, West North: LLR Large Lot Residential Zone
South: TA-Transitional Agriculture Zone,

Intent of zoning district:

LLR: To provide for a transition from rural to urban uses, and is generally located on the fringe of the urban area. This zoning district permits residential dwellings at a maximum density of two dwelling units per acre, as well as other open space and recreational activities.

TA: The intent of this zoning district is to provide for a transition from rural to urban uses, and is generally located on the fringe of the urban area. This zoning district permits both farm and non-farm dwellings as well as other open space and recreational activities. The intent of the zoning district also would allow the limited raising livestock within certain density requirements.

Permitted and conditional uses:

TA: Agricultural uses, recreational uses and residential uses at a density at a density of 1 unit per 20 acres. Limited animal agriculture.

LLR: Agricultural uses, recreational uses, transitional uses such as: greenhouses and veterinary clinics and residential uses at a density of 1 unit per 20,000 square feet.

Comprehensive Plan Designation:

North, South, West: Designated for future low to medium density residential development.

East: Transitional Agriculture.

Existing land uses:

East: Large Lot Residential

North: Vacant and Large Lot Residential.

South and West: Acreage Residential

VALUATION:

Positive Implications:

- *Would allow for the restoration of Harmony Hall as a reception hall.* This is an historic structure that has not been maintained. It has been vacant for decades. Rezoning would allow the former use to be restored.

Negative Implications:

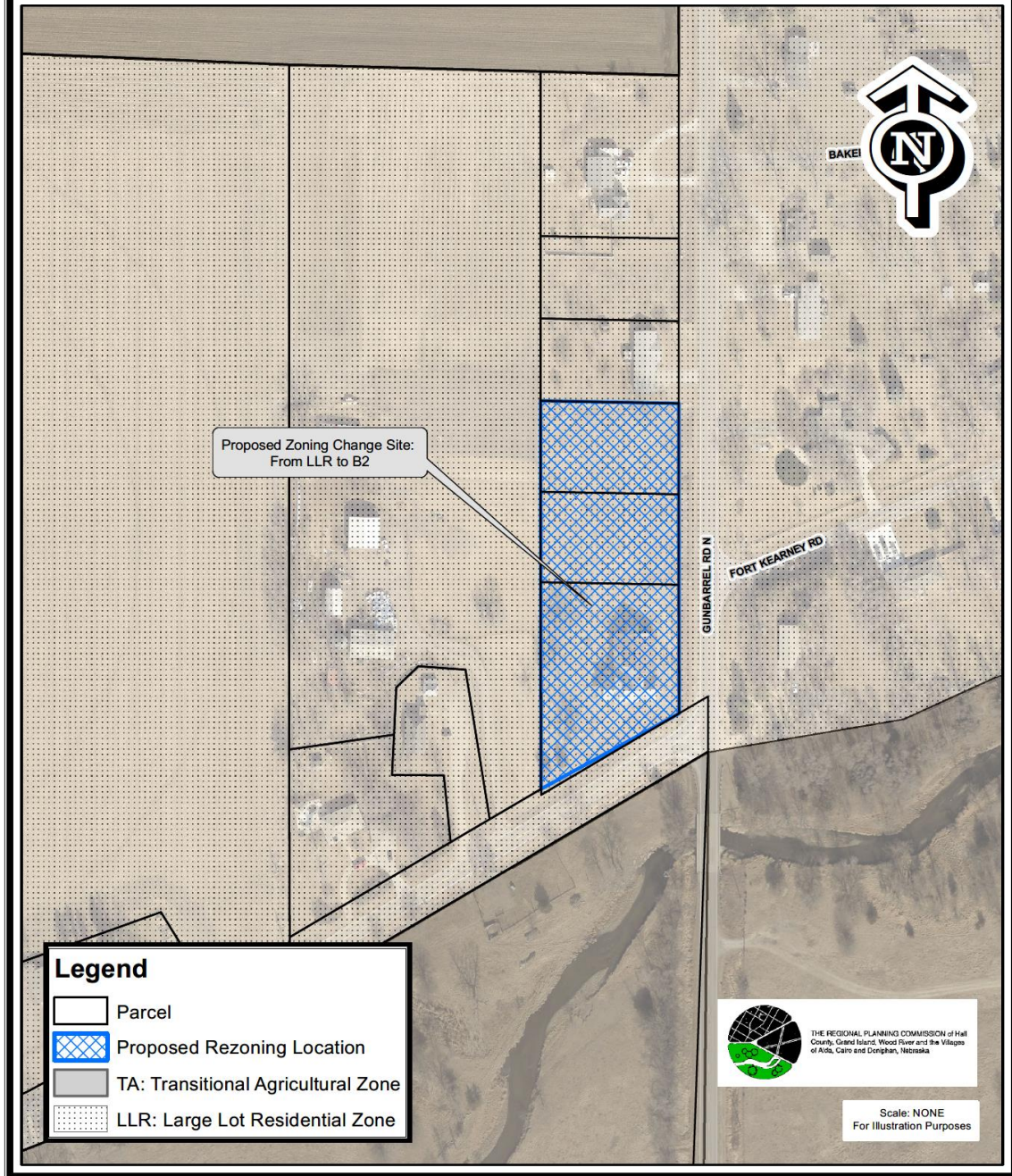
- *Uses other than those proposed are allowed in the B-2 zoning district:* Potential uses for the site would include a convenience store, night club/bar, restaurant, and strip commercial. A copy of the uses allowed in the B-2 Zoning District is attached.
- *Lack of municipal infrastructure:* Sewer is not available to this property. Changing the zoning on this property at this point would likely encourage additional development in this area prior to the development of such municipal infrastructure. The proposed uses would not fit here well without municipal sewer service.
- *Not consistent with the City's Comprehensive Land Use Plan:* The subject property is designated for long-term for low to medium
- *Spot Zoning:* This could be challenged as spot zoning since it is not consistent with the comprehensive plan and applies to only a few properties for the benefit of one owner.

RECOMMENDATION:

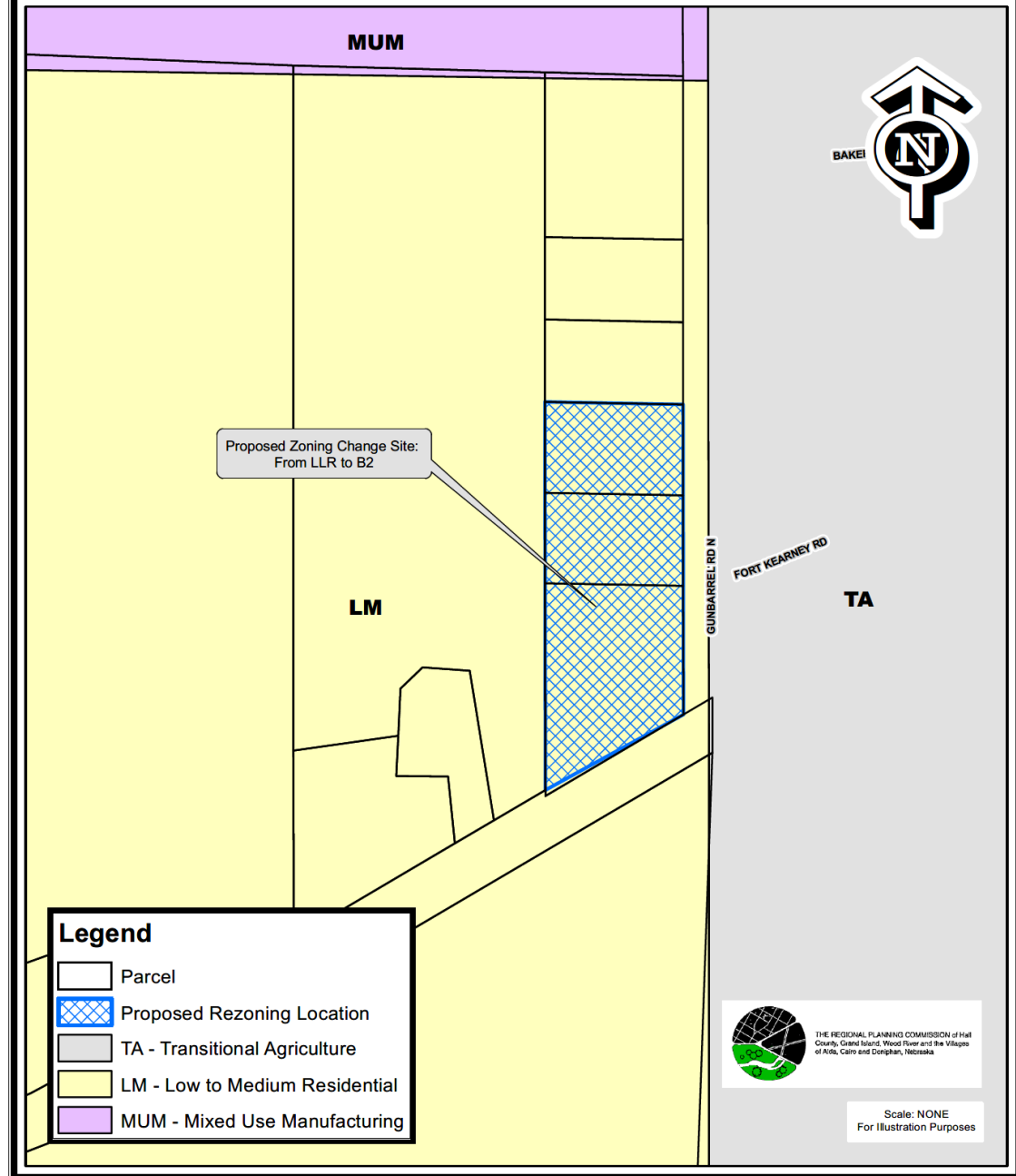
That the Regional Planning Commission recommend that the Grand Island City Council **not** change the zoning on this site from LLR Large Lot Residential to B-2 General Business.

_____ Chad Nabity AICP, Planning Director

Location Map Proposed Zoning Change



Future Landuse Map Proposed Zoning Change



§36-68. (B-2) General Business Zone

Intent: The intent of this zoning district is to provide for the service, retail and wholesale needs of the general community. This zoning district will contain uses that have users and traffic from all areas of the community and trade areas, and therefore will have close proximity to the major traffic corridors of the City. Residential uses are permitted at the density of the (R-4) High Density Residential Zoning District.

(A) Permitted Principal Uses: The following principal uses are permitted in the (B-2) General Business Zoning District.

- (1) Stores and shops that conduct retail business, provided, all activities and display goods are carried on within an enclosed building except that green plants and shrubs may be displayed in the open, as per the Zoning Matrix [Attachment A hereto]
- (2) Office and office buildings for professional and personal service as found in the Zoning Matrix [Attachment A hereto]
- (3) Agencies as found in the Zoning Matrix [Attachment A hereto]
- (4) Dwelling units
- (5) Board and lodging houses, fraternity and sorority houses
- (6) Truck, bush and tree farming, provided, there is no display or sale at retail of such products on the premises
- (7) Public parks and recreational areas
- (8) Country clubs
- (9) Public, parochial and private schools having a curriculum equivalent to an elementary or higher educational level
- (10) Colleges offering courses of general instruction, including convents, monasteries, dormitories, and other related living structures when located on the same site as the college
- (11) Churches, synagogues, chapels, and similar places of religious worship and instruction of a quiet nature
- (12) Utility substations necessary to the functioning of the utility, but not including general business offices, maintenance facilities and other general system facilities, when located according to the yard space rules set forth in this section for dwellings and having a landscaped or masonry barrier on all sides. Buildings shall be of such exterior design as to harmonize with nearby properties
- (13) Public and quasi-public buildings for cultural use
- (14) Railway right-of-way but not including railway yards or facilities
- (15) Nonprofit community buildings and social welfare establishments
- (16) Hospitals, nursing homes, convalescent or rest homes
- (17) Radio and television stations (no antennae), private clubs and meeting halls
- (18) Vocational or trade schools, business colleges, art and music schools and conservatories, and other similar use
- (19) Preschools, nursery schools, day care centers, children's homes, and similar facilities
- (20) Group Care Home with less than eight (8) individuals
- (21) Elderly Home, Assisted Living
- (22) Stores and shops for the conduct of wholesale business, including sale of used merchandise
- (23) Outdoor sales and rental lots for new and used automobiles, boats, motor vehicles, trailers, manufactured homes, farm and construction machinery, etc.
- (24) Specific uses such as: archery range, billboards, drive-in theater, golf driving range, storage yard (no junk, salvage or wrecking)
- (25) Manufacture, fabrication or assembly uses incidental to wholesale or retail sales wherein not more than 20% of the floor area is used
- (26) Parking Lots
- (27) Other uses as indicated in the Zoning Matrix [Attachment A hereto]

(B) Conditional Uses: The following uses are subject to any conditions listed in this chapter and are subject to other conditions relating to the placement of said use on a specific tract of ground in the (B-2) General Business Zoning District as approved by City Council.

- (1) Recycling business
- (2) Towers
- (3) Other uses as indicated in the Zoning Matrix [Attachment A hereto]

(C) Permitted Accessory Uses:

(1) Building and uses accessory to the permitted principal use.

(D) Space Limitations:

Uses			Minimum Setbacks					
		A	B	C	D	E		
	Minimum Parcel Area (feet)	Minimum Lot Width (feet)	Front Yard (feet)	Rear Yard (feet)	Side Yard (feet)	Street Side Yard (feet)	Maximum Ground Coverage	Maximum Building Height (feet)
Permitted Uses	3,000	30	10	0 ¹	0 ²	10	100%	55
Conditional Uses	3,000	30	10	0 ¹	0 ²	10	100%	55

¹ No rear yard setback is required if bounded by an alley, otherwise a setback of 10 feet is required.

² No side yard setback is required, but if provided, not less than five feet, or unless adjacent to a parcel whose zone requires a side yard setback, then five feet. When adjacent to a public alley, the setback is optional and may range from 0 feet to 5 feet.

(E) Miscellaneous Provisions:

(1) Supplementary regulations shall be complied with as defined herein

(2) Only one principal building shall be permitted on one zoning lot except as otherwise provided herein.

Abstracting services
 Accounting & bookkeeping services
 Advertising services, direct mail
 Advertising services, general
 Agricultural, business and personal credit services including credit union
 Agricultural chemical & fertilizers - wholesale
 Agricultural fertilizers, hazardous & non hazardous - retail
 Agricultural operations
 Air conditioning, heating & plumbing contracting services
 Alteration, pressing & garment repair services
 Ambulance services
 Animal hospital services
 Antiques - retail
 Apparel & accessories - retail
 Appliances (household) - retail
 Appliance repair services
 Architectural, engineering & planning - professional services
 Arenas & fieldhouses
 Armateur rewinding services
 Armed forces reserve center
 Art galleries, publicly owned
 Artists - painters, sculptors, composers, & authors
 Athletic field or playfield
 Auditing, accounting & bookkeeping services
 Auditoriums, public
 Automobile & other motor vehicle repair services
 Automobile & other motor vehicles - retail
 Automobile & truck rental services
 Automobile equipment - wholesale
 Automobile parts & supplies - retail
 Automobile wash services
 Bait shops
 Bakeries non-manufacturing - retail
 Banking services
 Barber services
 Batch Plants - temporary
 Beauty services
 Bed and breakfast residence
 Beer, wine & alcoholic beverages - wholesale
 Bicycles - retail
 Blueprinting & photocopying services
 Boarding & rooming houses
 Boat sales, service and rentals
 Bookkeeping, auditing & accounting services
 Books, magazines & newspapers distributing - wholesale
 Books - publishing & printing
 Books - retail
 Bottled gas - retail
 Bowling alleys
 Building materials - retail
 Building materials & lumber - wholesale
 Business & management consulting services
 Business offices not elsewhere listed

Butter - manufacturing
 Cable TV maintenance yard
 Cameras & photographic supplies - retail
 Camp grounds, general
 Camp grounds, group
 Candy, nut, & confectionery - retail
 Carpentry & wood flooring services
 Carpet & rug cleaning & repair service
 Charitable & welfare services
 Chiropractors, optometrists, & other similar health services
 Churches, synagogues & temples
 Civic, social & fraternal associations
 Clock, watch & jewelry repair services
 Commercial & industrial machinery, equipment & supplies - wholesale
 Commodity & securities brokers, dealers & exchanges & services
 Confectionery, nut & candy - retail
 Construction & lumber materials - wholesale
 Construction services - temporary
 Convalescent, nursing & rest home services
 Convents
 Convenience store
 Country club
 Credit reporting, adjustment & collection services
 Credit unions & agricultural, business & personal credit services
 Crematory, funeral & mortuary services
 Curtains, draperies & upholstery - retail
 Dairy products - retail
 Dairy products - wholesale
 Day care centers
 Dental laboratory services
 Dental services
 Department stores - retail
 Detective & protective services
 Direct mail advertising services
 Direct selling organizations - retail
 Discount & variety stores - retail
 Disinfecting & exterminating services
 Dormitories, college
 Draperies, curtains & upholstery - retail
 Drug & proprietary - retail
 Dry cleaning & laundering, self service
 Dry cleaning, laundering & dyeing services, except rugs
 Dry goods & general merchandise - retail
 Dry goods & notions - wholesale
 Duplicating, mailing, & stenographic services
 Dwelling, multi-family
 Dwelling, single-family
 Dwelling, two-family
 Dyeing, dry cleaning & laundry services, except rugs
 Egg & poultry - retail

Electrical apparatus & equipment, wiring supplies, & construction materials - wholesale
 Electrical contractor services
 Electrical appliances, phonographs, televisions, tape players & radio sets - wholesale
 Electrical repair services, except radio & television
 Electrical supplies - retail
 Electricity regulating substations
 Employment services
 Engineering, planning architectural professional services
 Equipment & supplies for service establishments - wholesale
 Equipment rental & leasing services
 Exhibition halls
 Exterminating
 Fairgrounds
 Farm machinery & equipment - retail
 Farm products warehousing & storage excluding stockyards - nonhazardous
 Farm supplies - retail
 Farms, commercial forestry
 Farms, grain crops
 Farms, hay & alfalfa
 Farms, fiber crops
 Farms, fruits, nuts or vegetables
 Farms, nursery stock
 Feeds, grains & hay - retail
 Fertilizers, agricultural nonhazardous - retail
 Fieldhouses & arenas
 Fire protection & related activities
 Fish & seafood's - retail
 Fish & seafood's - wholesale
 Floor covering - retail
 Florists - retail
 Food lockers & storage services
 Fraternal, civic & social associations
 Fraternity & sorority houses
 Fruits & vegetables (fresh) - wholesale
 Fruits & vegetables - retail
 Fuel, except fuel oil & bottled gas - retail
 Fuel oil - retail
 Funeral, mortuary & crematory services
 Fur repair & storage services
 Furniture & home furnishings - wholesale
 Furniture - retail
 Furniture repair & reupholstery services
 Furies & fur apparel - retail
 Garden supplies & landscape nursery - retail
 Garment repair, alteration & pressing services
 Gasoline service stations - retail
 General stores - retail
 Gifts, novelties & souvenirs - retail
 Glass, paint & wallpaper - retail
 Grains, feeds & hay - retail
 Green houses
 Groceries - retail

Group care home
 Gymnasiums & athletic clubs
 Hardware - retail
 Hardware - wholesale
 Hay, grains & feeds - retail
 Health resorts
 Health & exercise spas
 Hearing aids, optical goods, orthopedic appliances & other similar devices - retail
 Heating, air conditioning & plumbing contracting services
 Heating & plumbing equipment & supplies - retail
 Hobby supplies - retail
 Holding & investment services
 Hospital services
 Hotels, tourist courts, & motels
 Household appliances - retail
 Ice - retail
 Ice skating rinks, indoor
 Insurance agents & brokers services
 Insurance carriers
 Internet service
 Investment & holding services
 Janitorial services
 Jewelry - retail
 Jewelry, watch & clock repair services
 Labor unions & similar labor organizations
 Landscape contracting services
 Landscape nursery & garden supplies - retail
 Lapidary work
 Laundering & dry cleaning, self-service
 Laundering, dry cleaning & dyeing services, except rugs
 Lawn care - services
 Legal services
 Libraries
 Liquor - retail
 Locksmith services
 Lumber & building materials - wholesale
 Lumber yards - retail
 Magazines & newspapers - retail
 Mailing, duplicating, & stenographic services
 Management & business consulting services
 Masonry, stonework, tile setting & plastering services
 Massage services
 Meat & meat packing products - wholesale
 Meats - retail
 Medical clinics, out-patient services
 Medical laboratory services
 Miniature golf
 Manufactured homes on permanent foundation
 Mobile homes & accessories - retail
 Monasteries
 Monuments - retail
 Motels, hotels, & tourist courts
 Motorcycle & bicycle sales, rental & service

Mortuary, funeral & crematory services
 Museums
 Musical instruments & supplies - retail
 Newspaper & magazines - retail
 Newspapers, books & magazines distribution - wholesale
 Newspapers publishing & printing
 News syndicate services
 Notions, dry goods - wholesale
 Novelties, gifts & souvenirs - retail
 Nursery stock farms
 Nursing, convalescent & rest home services
 Optical goods, hearing aids, orthopedic appliances & other similar devices - retail
 Optometrists, chiropractors & other similar health services
 Orphanages
 Paint, glass, & wallpaper - retail
 Painting & paper hanging services
 Paper & paper products - wholesale
 Paper hanging & painting services
 Parks, public
 Periodicals, publishing & printing
 Petroleum pipeline R/W
 Pets & pet grooming - retail
 Photocopying & blue printing services
 Photoengraving
 Photofinishing services
 Photographic studios & services
 Photographic supplies & cameras - retail
 Physicians' services
 Planetarium
 Planning, architectural & engineering professional services
 Plastering, masonry, stone work & tile setting services
 Playfields & athletic fields
 Playgrounds
 Play lot or tot lot
 Plumbing & heating equipment & supplies - retail
 Plumbing, heating, & air conditioning contracting services
 Poultry & small game dressing & packing
 Pressing, alteration & garment repair services
 Printing, commercial
 Printing & publishing of newspapers
 Printing & publishing of periodicals
 Private clubs
 Professional equipment & supplies - wholesale
 Professional membership organizations
 Professional offices not elsewhere listed
 Quarrying, gravel, sand & dirt
 Quarrying, stone
 Race tracks & courses - animals
 Radio broadcasting studios
 Radios, televisions, phonographs, recorders, & tape players repair services

Radios, televisions, phonographs, recorders & tape players - retail
 Radio transmitting stations & towers
 Railroad right-of-way
 Real estate agents, brokers & management services
 Recreational vehicles & equipment - retail
 Recreation centers
 Rectories
 Refrigerated warehousing (except food lockers)
 Resorts (general)
 Rest, nursing, & convalescent home services
 Restaurants
 Restaurants, drive-in
 Retirement homes
 Reupholstery & furniture repair services
 Roller skating rinks - indoor
 Roofing & sheet metal contracting services
 Rooming & boarding houses
 Rug & carpet cleaning & repair services
 Sausages & other prepared meat products - manufacturing
 Savings & loan associations
 Schools, art
 Schools, barber
 Schools, beauty
 Schools, business
 Schools, colleges
 Schools, computer
 Schools, correspondence
 Schools, dancing
 Schools, day care
 Schools, driving
 Schools, junior college
 Schools, music
 Schools, nursery
 Schools, pre-primary
 Schools, primary
 Schools, professional
 Schools, secondary
 Schools, stenographic
 Schools, technical
 Schools, trade
 Schools, universities
 Schools, vocational
 Scientific & educational research services
 Second hand merchandise - retail
 Seed and feed sales
 Sheet metal & roofing contracting services
 Shoe repair, shoe shining, & hat cleaning services
 Shoes - retail
 Shoes - wholesale
 Social, civic & fraternal associations
 Social correctional, treatment & counseling services
 Sorority & fraternity houses
 Souvenirs, gifts, novelties - retail
 Sporting goods - retail
 Stadiums
 Stationery - retail

Stenographic, duplicating, & mailing services
Stone work, masonry, title setting, & plastering services
Storage - mini
Storage & warehousing of nonhazardous products
Storage & warehousing of household goods
Swimming clubs
Synagogues, churches, & temples
Tailoring (custom)
Taverns
Taxicab dispatch
Telegraph communications
Telephone business office
Telephone exchange stations
Telephone maintenance yard
Telephone relay towers (microwave)
Television broadcasting studios

Television, radios, phonographs, recorders & tape players repair services
Television, radios, phonographs, recorders, & tape players - retail
Television transmitting stations & relay towers
Temples, churches, & synagogues
Tennis clubs
Theaters, legitimate
Theaters, motion picture, indoor
Tile setting, masonry, plastering & stone work services
Tires & inner tubes - wholesale
Title abstracting services
Tobacco & tobacco products - wholesale
Tot lot or play lot
Tourist courts, hotels, & motels
Travel arranging services

Truck & automobile rental services
Utility substations, pumping station, water reservoir & telephone exchange
Upholstery, draperies, & curtains - retail
Variety & discount stores - retail
Vending machine operations - retail
Veterinarian services
Wallpaper, paint & glass - retail
Warehousing & storage of household goods
Watch, clock, & jewelry repair services
Water well drilling services
Welding & blacksmith services
Welfare & charitable services
Wine, beer, & alcoholic beverages - wholesale
Wool & mohair - wholesale

APPLICATION FOR REZONING OR ZONING ORDINANCE CHANGE

Regional Planning Commission

Check Appropriate Location:

- ☒ City of Grand Island and 2 mile zoning jurisdiction
☐ Alda, Cairo, Doniphan, Wood River and 1 mile zoning jurisdiction
☐ Hall County

RPC Filing Fee

(see reverse side)

plus Municipal Fee*

\$50.00

*applicable only in Alda, Doniphan, Wood River

A. Applicant/Registered Owner Information (please print):

Applicant Name Jose Ramirez Phone (h) 308 850-0464 (w) _____

Applicant Address 1104 N Gunbarrel Rd Grand Island NE, 68801

Registered Property Owner (if different from applicant) _____

Address _____ Phone (h) _____ (w) _____

B. Description of Land Subject of a Requested Zoning Change:

Property Address 4720 E Seedling Mile Rd

Legal Description: (provide copy of deed description of property)

Lot 1,2,3 Block _____ Subdivision Name WASH TWP SCHAAF'S SECOND SUB, and/or
All/Part _____ 1/4 of Section _____ TWP _____ RGE _____ W6PM

C. Requested Zoning Change:

1. Property Rezoning (yes ☒) (no ☐)
(provide a properly scaled map of property to be rezoned)

From LLR to B-2

2. Amendment to Specific Section/Text of Zoning Ordinance (yes ☐) (no ☒)
(describe nature of requested change to text of Zoning Ordinance)

D. Reasons in Support of Requested Rezoning or Zoning Ordinance Change:

Plan to restore the old Harmony Hall and re-open as a ballroom.

NOTE: This application shall not be deemed complete unless the following is provided:

1. Evidence that proper filing fee has been submitted.
2. A properly scaled map of the property to be rezoned (if applicable), and copy of deed description.
3. The names, addresses and locations of all property owners immediately adjacent to, or within, 300 feet of the perimeter of the property to be rezoned (if the property is bounded by a street, the 300 feet shall begin across the street from the property to be rezoned).
4. Acknowledgement that the undersigned is/are the owner(s), or person authorized by the owner(s) of record title of any property which is requested to be rezoned:

A public hearing will be held for this request

Signature of Owner or Authorized Person Jose Ramirez Date 5-24-22

Note: Please submit a copy of this application, all attachments plus any applicable municipal filing fee to the appropriate Municipal Clerk's Office. RPC filing fee must be submitted separately to the Hall County Treasurer's Office (unless application is in Grand Island or its 2 mile zoning jurisdiction, then the RPC filing fee must be submitted to the G.I. City Clerk's Office).

Application Deemed Complete by RPC: mo. _____ day. _____ yr. _____ Initial _____

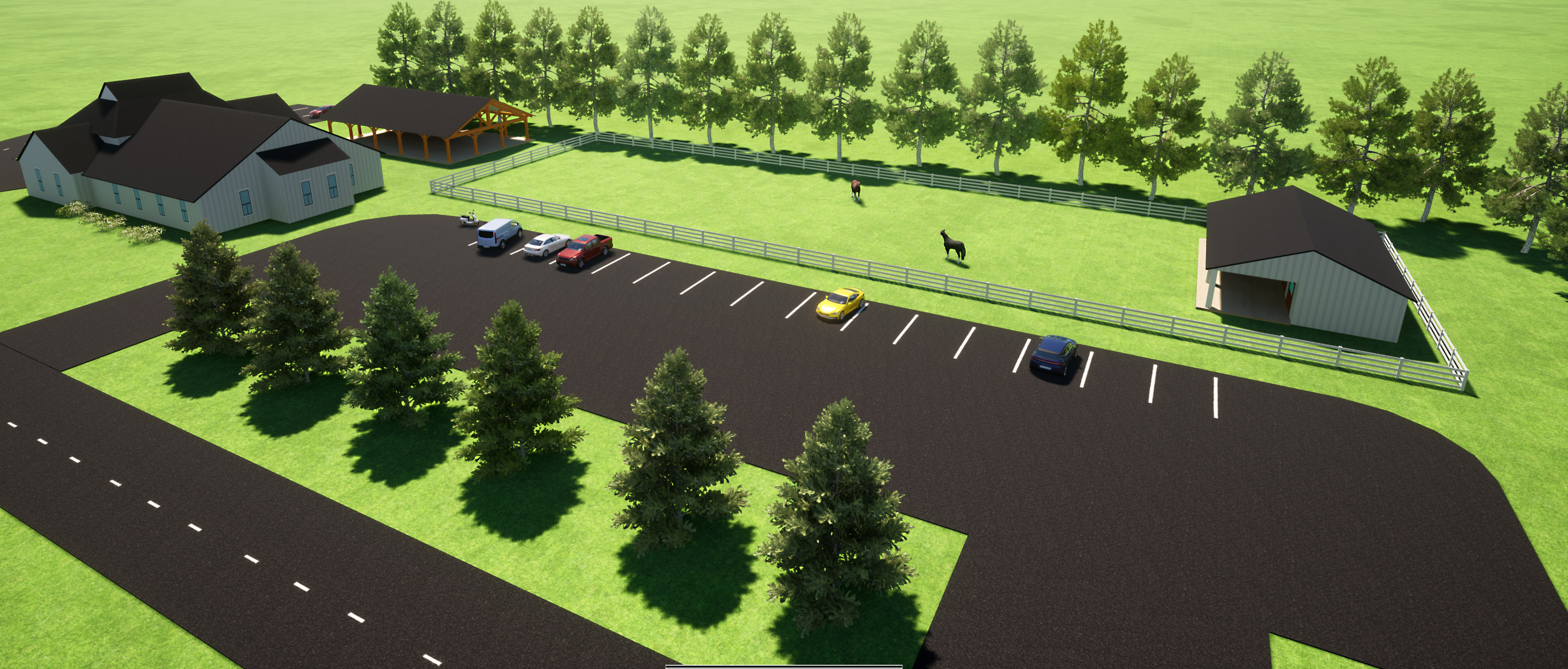
RPC form revised 10/23/19

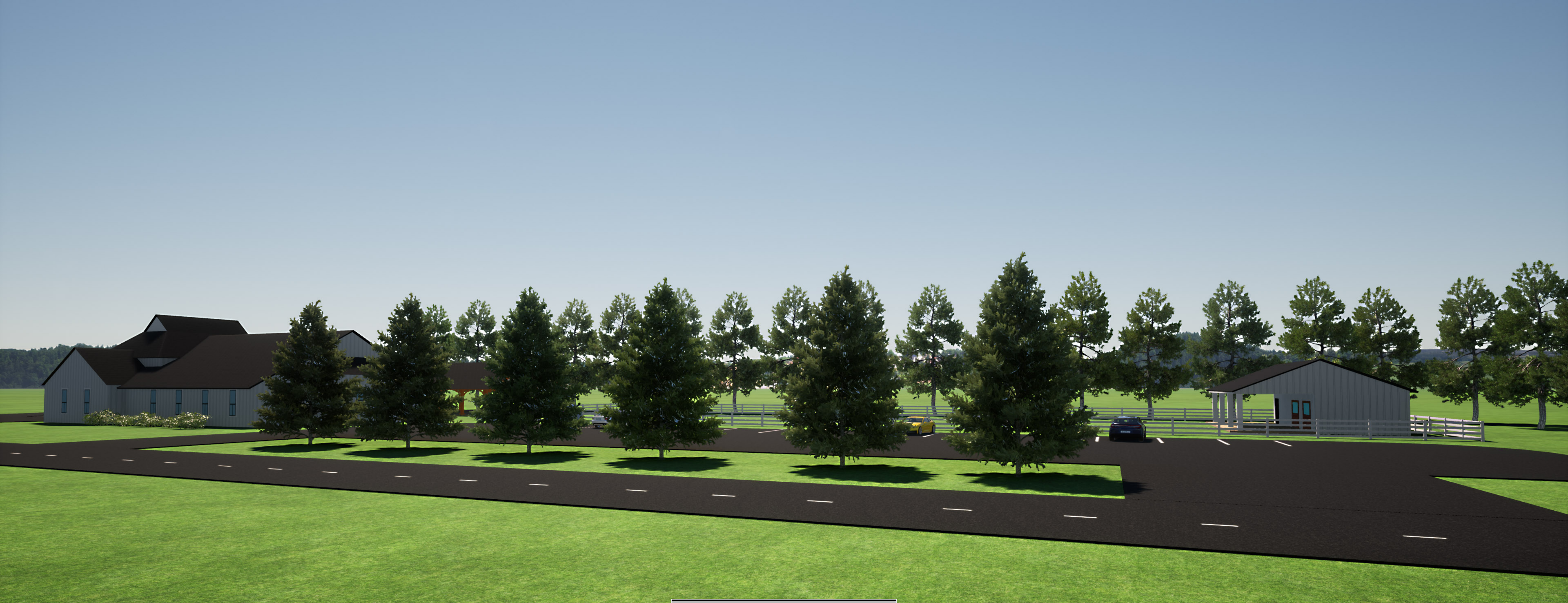


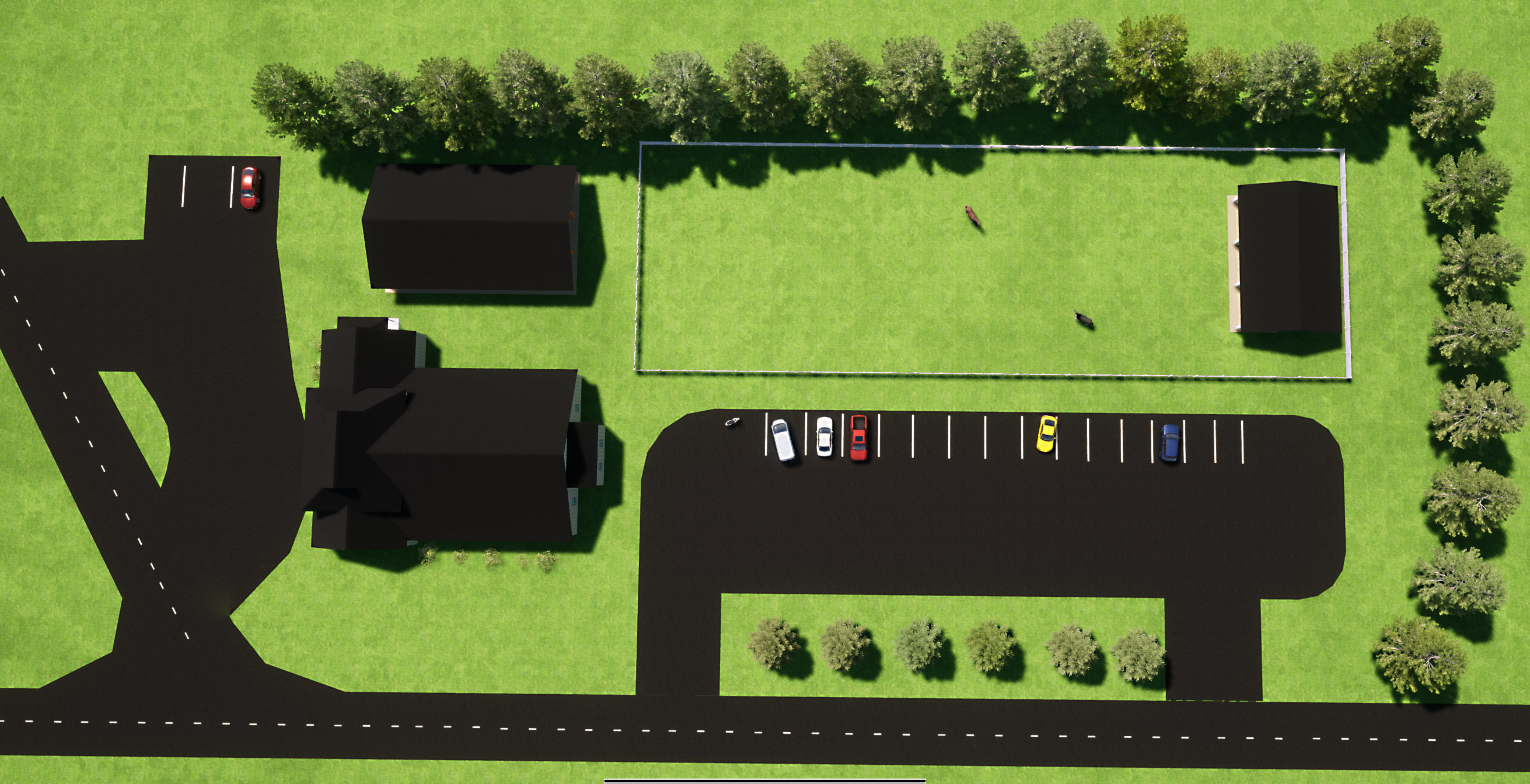
















Chad Nabity

From: Alicia Wicht <aliciakwicht@gmail.com>
Sent: Tuesday, July 5, 2022 9:37 PM
To: Chad Nabity
Subject: Rezoning request concerns: Schaaf's Second Subdivision lots 1, 2, & 3

This message was sent from outside the company. Please do not click links or open attachments unless you recognize the source of this email and know the content is safe. If you are unsure submit a helpdesk ticket at <https://helpdesk.grand-island.com>

Mr. Nabity,

My husband and I live at 632 N Gunbarrel Rd, Grand Island, NE 68801 with our 2 young daughters. We were notified last week that Mr. Jose Ramirez is asking for a tract of land consisting of all of lots 1, 2, 3 Schaaf's Second Subdivision, Hall County to be rezoned from large lot residential to general business zone.

My husband and I, as well as many other members of this small community to whom we have spoken, are strongly opposed to this rezoning request and ask that it be denied at the meeting scheduled for July 6th.

We have many concerns about the issues that may arise by changing those lots from residential to business, including an increase in noise, traffic, and potentially crime. We are a quiet neighborhood and we moved out to this rural neighborhood to be away from all of the things listed above. As it currently stands, the truck traffic from the sand plant on Gunbarrel Rd has increased exponentially in recent years and we often have both semi truck and car traffic that does not obey the posted speed limits and we are concerned that changing the lots mentioned will only increase these traffic issues further.

We are also curious as to Mr. Ramirez's intentions for the property, as he has told a few different versions of his plans to various people. One, was to make it an event venue again, another was to make it a bed and breakfast, and yet another rumor was that he was going to turn it into apartments. Any and all scenarios lead to even more questions and concerns related to sewer/septic - what are the requirements for business use, specifically his plans - will city sewer be routed out to the neighborhood and the residents be forced to pay for it due to the rezoning?

Lastly, there are concerns that rezoning those lots to business will open up the neighborhood to additional rezoning requests and reduce the rural atmosphere many of us moved to this area specifically to find.

Changing any of the lots in this area would have a negative impact on many homes in a variety of ways. We sincerely hope you take all of our concerns into consideration and deny Mr. Ramirez's rezoning request.

Thank you for your civil service to our community.

Sincerely,
Alicia and Travis Wicht
632 N Gunbarrel Rd
Grand Island, NE 68801
308-383-2581

Dear Council Member,

My name is Greg Erwin, I live at 545 N Gunbarrel Rd. Right across the street from the property Schaaf's Second Subdivision. The new owner of this property is trying to rezone it from LLR- Large Lot Residential Zone to B2- General Business Zone. The new owner of this property has stated that he would like to restore the existing building known as Harmony Hall and turn it into a reception hall. I have many concerns about rezoning this property.

It is my understanding that if this property is rezoned, and for whatever reason the current owner decides not to restore the existing building and follow through with his stated plan, it is possible for him to sell the property for other types of businesses such as convenience stores, gas stations, restaurants, etc. to buy the property and become disruptive to this safe, quiet, residential community. Is that correct?

My 90- year- old mother and I moved to Grand Island from Phoenix 3 years ago to be closer to my daughter and her family. I plan to add on to my house in the near future and have my daughter, son in law and 3 young grandchildren living out here on my property. The reason I choose the area and the house I did was because after looking into all of the properties in this area, I found that there was no commercial zoning. The zoning in this area is all residential or transitional agricultural. Meaning that this area would be safest for my family, including my elderly mother and my young grandchildren. Rezoning this property to B2 gives me grave concerns due to the fact that rezoning this as a commercial property brings a large increase in traffic and people to the area. Making this a reception hall has a high potential for drunk driving in this quiet residential community. Also public intoxication, potential for the increased crime and violence that come along with the consumption of alcohol, loud music, bright lights, litter, livestock safety concerns, pollution to the Wood River, other environmental imbalance, and overall disturbance to the community and the people who choose this area to live because of the safe, and quiet residential zoning. Reception halls, public intoxication and other such activities coinciding with this type of business should be kept inside of city limits because of many safety concerns. One being that this property is on the county line of Hall and Merrick counties. If the authorities, and or first responders for any emergency situations have to be called and sent out, which county would respond?

I attended the Regional Planning Commission meeting on July 6, 2022 where the commission unanimously voted to recommend to the city council this property not be rezoned. The commission also stated is not in the city plans to rezone in this area. Also at this meeting, the current property owner mentioned an existing spot rezoning ½ a mile North on Gunbarrel rd. I was curious about that comment and called Chad Nabity and asked him about this. Chad stated that was incorrect; there is no spot zoning in the area currently. The property owner mentioned the occupancy would be 300 people; Chad informed me there would have to be 120 parking spots. That is a large increase in traffic and people. This will affect people and homes in the area for miles around the property. That also contributes a lot of rain and snow water run off to affect the houses all around the property, my property and the Wood River being the most affected. I have spoken with several of my neighbors and people living in this area who have all voiced the same concerns. Many of the current residents of this area do not want this property rezoned.

Thank you for your time. I hope all of my concerns are taken very seriously and into account when making a decision in whether or not to rezone this property. Feel free to contact me at any time with any questions. Please confirm receiving this email.

-Greg Erwin

545 N Gunbarrel rd. Grand Island NE 68801

(602)487-9933

Gpapa3@outlook.com

Chad Nability

From: Greg Erwin <Gpapa3@outlook.com>
Sent: Tuesday, June 28, 2022 11:10 AM
To: Chad Nability
Subject: Rezone Request; A tract of land consisting of all lots 1, 2, 3 Schaafs Subdivision, Hall County Nebraska, from LLR- Large Lot Residential Zone to B2- General Business Zone. The properties located west of Gunbarrel Road, North of Seedling Mile Road, (c-31-

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To whom it may concern:

My name is Greg Erwin, I live at 545 N Gunbarrel Rd. Right across the street from the property Schaaf's Second Subdivision. My family and I have concerns about rezoning this property from residential to commercial.

My mother and I moved to Grand Island from Phoenix almost 3 years ago to be closer to my daughter and her family. The reason I choose the area and the house I did was because after looking into all of the properties in this area, I found that they were all zoned as residential meaning that this area was safer for my family, including my elderly mother and my young grandchildren.

Rezoning this property to B2 gives me grave concerns due to the fact that rezoning this as a commercial property brings more traffic and people to the area. Making this a reception hall has a high potential for drunk driving in this quiet residential community, public intoxication, potential for increased crime and violence that come along with the consumption of alcohol, loud music, litter, livestock safety concerns, other environmental imbalance, and overall disturbance to the community and the people who choose this area to live because of the safe, and quiet residential zoning.

Public intoxication, reception halls, and other such activities coinciding with this type of business should be kept inside of city limits because of many safety concerns. One being that this property is on the county line of Hall and Merick counties. If the authorities, and or first responders for any emergency situations have to be called and sent out, I am concerned about the response times and which county would respond. Also, rezoning this property opens up the possibilities for other types of businesses such as convenience stores, gas stations, restaurants, etc. to buy the property and become more disruptive to this safe, quiet, residential community.

I hope all of these concerns are taken into consideration when deciding whether to rezone this property and disrupt this residential community. Thank you for your time regarding this matter. Any further questions please feel free to contact me via email at GPapa3@gmail.com or by phone at (602)487-9933. If I do not answer, please leave a message.

--Greg Erwin

Chad Nabity

From: webmaster@grand-island.com on behalf of City of Grand Island, NE Webmaster
<webmaster@grand-island.com>
Sent: Thursday, July 7, 2022 3:27 PM
To: Chad Nabity
Subject: Harmony Hall rezoning

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Message submitted from the <City of Grand Island, NE> website.

Site Visitor Name: Tim and Vicki Bartels

Site Visitor Email: tvbart@charter.net

We live at 4490 E Seedling Mile less than a half mile from Harmony Hall. Please vote against the rezoning. We have a quiet, rural community here and there is no reason to have a reception hall in the middle of my neighborhood that will be loud and busy every Saturday night. We have children that live and play in this area and Seedling Mile Road already have people that speed along it. This will be a problem situation from day one if this is rezoned. Thank you for listening.

Chad Nabity

From: webmaster@grand-island.com on behalf of City of Grand Island, NE Webmaster
<webmaster@grand-island.com>
Sent: Friday, July 8, 2022 9:57 AM
To: Chad Nabity
Subject: Harmony Hall Rezoning

This message was sent from outside the company. Please do not click links or open attachments unless you recognize the source of this email and know the content is safe. If you are unsure submit a helpdesk ticket at <https://helpdesk.grand-island.com>

Message submitted from the <City of Grand Island, NE> website.

Site Visitor Name: Vicki Bartels
Site Visitor Email: tvbart@charter.net

Just another quick note after reading the GI Independent this morning. According to Jose's facebook post this is suppose to be a grand event hall. The paper said this morning in his quote "I have other plans for it if it doesn't go my way, but basically it would be just a bar, mostly Fridays and Saturdays, and outdoor activities." After a rezoning is granted, there is no control on what he can build there. Please be respectful of my quiet rural area of this city and deny his request for rezoning.



City of Grand Island

Tuesday, July 26, 2022

Council Session

Item F-1

#9886 - Consideration of Amendments to Chapter 30 of the Grand Island City Code Relative to Applications for Permits (Second and Final Reading)

Staff Contact: Keith Kurz PE, Interim Public Works Director

Council Agenda Memo

From: Keith Kurz PE, Interim Public Works Director

Meeting: July 26, 2022

Subject: Consideration of Amendments to Chapter 30 of the Grand Island City Code Relative to Applications for Permits

Presenter(s): Keith Kurz PE, Interim Public Works Director

Background

It was brought to Staff's attention that Chapter 30-30 of City Code hasn't been updated with the City Council approved Fee Schedule regarding permit fees. The current Code states an investigation fee in addition to the permit fee in the same amount as the permit fee shall be assessed, while the approved Fee Schedule states a set amount of \$400.00 for Unauthorized Connections/Reconnections for sanitary sewer service. An investigation fee is charged when work is done without the proper approval and permits in place and City staff is charged with working to ensure City Code and General Standards are followed to protect City assets.

Discussion

This Ordinance will amend Chapter 30 of City Code to have it comply with the City's Fee Schedule. The inspection fee will be the amount set by the Fee Schedule as approved by this Council.

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 corrections to Section 30-30 of Grand Island City Code.

Sample Motion

Move to approve ordinance approving corrections to Section 30-30 of Grand Island City Code.

ORDINANCE NO. 9886

An ordinance to amend Chapter 30 of the Grand Island City Code; to amend Section 30-30 pertaining to Applications for Permits, to repeal Section 30-30 as now existing, and any ordinance or parts of ordinances in conflict herewith; and to provide for publication and the effective date of this ordinance.

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

SECTION 1. Section 30-30 of the Grand Island City Code is hereby amended to read as follows:

§30-30. Applications for Permits

Applications for permits to connect, tap, construct, modify or make attachments to public sewers shall be made to the director upon forms provided by the City. Such applications shall be accompanied by a fee in accordance with the City of Grand Island Fee Schedule to cover the cost of inspection, recording, and other expenses. The application shall show the exact location of the proposed work, and when requested by the director, the plumber shall provide plans or specifications of the proposed work. When required, an application shall be on file with the director twenty-four hours before the issuance of a permit. If work is commenced prior to application for the permit, an Unauthorized Connections/Reconnections investigation fee, in accordance with the current Grand Island Fee Schedule ~~in addition to the permit fee in the same amount as the permit fee~~ shall be assessed. Each permit shall expire six (6) months from date of issuance.

SECTION 2. Section 30-30 as now existing, and any ordinances or parts of ordinances in conflict herewith be, and hereby are, repealed.

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

Enacted: July 26, 2022.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
July 6, 2022	☐ City Attorney



City of Grand Island

Tuesday, July 26, 2022

Council Session

Item F-2

#9887 - Consideration of Approving Zoning Change to Property located at 2548 and 2536 Carleton Avenue, Grand Island, Nebraska from RO Residential Office to B2 General Business. (Mid Nebraska Foundation, Inc.)

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

Staff Contact: Chad Nabity

ORDINANCE NO. 9887

An ordinance rezoning a certain tract of land within the zoning jurisdiction of the City of Grand Island; changing the land use classification of property including all of Lots 13, 14 and 15 of Bosselman Second Subdivision in the City of Grand Island, Hall County from RO Residential Office to B2 General Business as more particularly described below; directing that such zoning change and classification be shown on the Official Zoning Map of the City of Grand Island; and providing for publication and an effective date of this ordinance.

WHEREAS, the Regional Planning Commission on July 6, 2022, held a public hearing on the proposed zoning of such area; and

WHEREAS, notice as required by Section 19-923, R.R.S. 1943, has been given to the Boards of Education of the school districts in Hall County, Nebraska; and

WHEREAS, after public hearing on July 26, 2022, the City Council found and determined the change in zoning be approved and made.

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

SECTION 1. The following tract of land is hereby rezoned, reclassified and changed from RO Residential Office to B2 General Business;

A TRACT OF LAND CONSISTING OF ALL OF LOTS 13, 14, AND 15 OF BOSSELMAN SECOND SUBDIVISION IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA

SECTION 2. That the Official Zoning Map of the City of Grand Island, Nebraska, as established by Section 36-51 of the Grand Island City Code be, and the same is, hereby ordered to be changed, amended, and completed in accordance with this ordinance.

Approved as to Form July 22, 2022	<input checked="" type="checkbox"/> _____ City Attorney
--------------------------------------	--

ORDINANCE NO. 9887 (Cont.)

SECTION 2. That this ordinance shall be in force and take effect from and after its passage and publication, within fifteen days in one issue of the Grand Island Independent as provided by law.

Enacted: July 26, 2022

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, July 26, 2022

Council Session

Item F-3

#9888 - Consideration of Approving Zoning Change to Property located at 4720 East Seedling Mile Road, Grand Island, Nebraska from LLR Large Lot Residential to B2 General Business (Jose Ramirez)

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

Staff Contact: Chad Nabity

ORDINANCE NO. 9888

An ordinance rezoning a certain tract of land within the zoning jurisdiction of the City of Grand Island; changing the land use classification of property including all of Lots 1, 2 and 3 of Schaaf's Second Subdivision in the jurisdiction of City of Grand Island, Hall County from LLR Large Lot Residential to B2 General Business as more particularly described below; directing that such zoning change and classification be shown on the Official Zoning Map of the City of Grand Island; and providing for publication and an effective date of this ordinance.

WHEREAS, the Regional Planning Commission on July 6, 2022, held a public hearing on the proposed zoning of such area; and

WHEREAS, notice as required by Section 19-923, R.R.S. 1943, has been given to the Boards of Education of the school districts in Hall County, Nebraska; and

WHEREAS, after public hearing on July 26, 2022, the City Council found and determined the change in zoning be approved and made.

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

SECTION 1. The following tract of land is hereby rezoned, reclassified and changed from LLR Large Lot Residential to B2 General Business;

A TRACT OF LAND CONSISTING OF ALL OF LOTS 1, 2, AND 3 OF SCHAAF'S SECOND SUBDIVISION IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA

SECTION 2. That the Official Zoning Map of the City of Grand Island, Nebraska, as established by Section 36-51 of the Grand Island City Code be, and the same is, hereby ordered to be changed, amended, and completed in accordance with this ordinance.

Approved as to Form	by _____
July 22, 2022	City Attorney

ORDINANCE NO.9888 (Cont.)

SECTION 2. That this ordinance shall be in force and take effect from and after its passage and publication, within fifteen days in one issue of the Grand Island Independent as provided by law.

Enacted: July 26, 2022

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, July 26, 2022

Council Session

Item F-4

#9889 - Consideration of Approving Salary Ordinance

Staff Contact: Aaron Schmid, Human Resources Director

Council Agenda Memo

From: Aaron Schmid, Human Resources Director

Meeting: July 26, 2022

Subject: Consideration of Approving Salary Ordinance No. 9889

Presenter(s): Aaron Schmid, Human Resources Director

Background

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

Discussion

The proposed salary ordinance would amend the following:

1. Amend the salary ranges of those employees covered under the Fraternal Order of Police (FOP), Grand Island Lodge No.24 labor agreement,
2. Amend the compensation of unused medical leave at the time of separation or death of those employees covered by the FOP labor agreement,
3. Amend longevity pay for sworn Officers covered by the FOP labor agreement,
4. Add longevity pay for sworn Sergeants and Lieutenants covered by the FOP labor agreement.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve proposed Salary Ordinance No. 9889.

Sample Motion

Move to approve Salary Ordinance No. 9889.

ORDINANCE NO. 9889

An ordinance to amend Ordinance 9884 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 FOP labor agreement~~of~~; to amend the compensation of unused medical leave at the time of separation or death of those employees covered by the FOP labor agreement; to amend Longevity Pay for sworn Officers covered by the FOP labor agreement; to add Longevity pay for sworn Sergeants and Lieutenants covered by the FOP labor agreement; ~~the non-union position of Public Works Director~~; and to repeal those portions of Ordinance No. 9884 and any parts of other ordinances in conflict herewith; to provide for severability; to provide for the effective date thereof; and to provide for publication of this ordinance in pamphlet form.

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

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

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Accountant	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

Approved as to Form ☐ _____
July 19, 2022 ☐ City Attorney

ORDINANCE NO. 9889 (Cont.)

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
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
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

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Classification	Hourly Pay Range Min/Max	Overtime Eligibility
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
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	62.4285/83.8548	Exempt
Power Plant Maintenance Supervisor	40.0363/55.8464	Exempt
Power Plant Operations Supervisor	40.6060/57.8480	Exempt

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Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Power Plant Superintendent – Burdick	49.9228/70.8321	Exempt
Power Plant Superintendent – PGS	52.8326/76.7941	Exempt
Public Safety Apprentice - Part Time	17.5592/24.6211	40 hrs/week
Public Works Director	62.8300/90.9700	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
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

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Classification	Hourly Pay Range Min/Max	Overtime Eligibility
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:
 - 1 referral – \$50.00
 - 2 referrals - \$75.00
 - 3 or more referrals - \$100.00

SECTION 2. The currently occupied classifications of employees of the City of Grand Island included under the AFSCME labor agreement, and the ranges of compensation (salary and wages, excluding shift differential as provided by contract) to be paid for such classifications, and the number of hours and work period which certain such employees included under the AFSCME labor agreement shall work prior to overtime eligibility are as follows:

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

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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

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Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Tree Trim Crew Chief	35.6425/44.8034	40 hrs/week
Utility Electrician	34.6685/44.1017	40 hrs/week
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 <u>29.0000/41.0000</u>	
Police Sergeant	33.2774/45.2590 <u>39.0000/47.0000</u>	
Police Lieutenant	36.7071/51.5830 <u>42.0000/54.0000</u>	

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

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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 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, Five Thousand dollars (\$5,000) 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

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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

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ranges of compensation salary and wages to be paid for such classifications, and the number of hours and work period which certain such employees included under the IBEW Service/Clerical/Finance labor agreement shall work prior to overtime eligibility are as follows:

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Accounting Clerk	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 Apprentice	17.5592/24.6211	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

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

SECTION 8. A shift differential of 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

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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

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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 and the non-union Public Safety Apprentice 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 and full time Public Safety Apprentices 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.

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Employees covered by the AFSCME labor agreement shall be granted a meal allowance of Ten Dollars (\$10.00) if they are required to work two (2) hours overtime consecutively with their normal working hours during an emergency situation, and if such overtime would normally interfere with and disrupt the employee's normal meal schedule. Employees covered by the IBEW-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 unscheduled 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

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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

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(542) hours [calculated at $50\% \times 1,084 = 542$]. The amount of contribution will be based upon the employee's salary at the time of retirement. Employees covered by the IBEW Service/Clerical/Finance labor agreements shall have a contribution to a VEBA made on their behalf in lieu of payment for thirty-five percent (35%) of their accumulated medical leave at the time of retirement, early retirement, or death, based on the employee's salary at the time of retirement, not to exceed four-hundred sixty-eight and sixty-five-hundredths (468.65) hours [calculated at $35\% \times 1,339$ 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 $36\% \times 1,339$ 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 $53\% \times 1,106$ 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 sixty-

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eight and sixty-five hundredths hours (468.65) [calculated at 35% x 1,339 hours]. Employees covered under the FOP labor agreement shall be paid ~~twenty-four~~ percent (~~20~~40%) for their accumulated medical leave at separation of employment after ~~twenty-sixteen~~ (~~20~~16) years of sworn officer service and fifty (50) years of age; ~~forty-fifty~~ percent (~~40~~50%) for their accumulated medical leave at separation of employment after ~~twenty-five~~ (~~25~~20) years of sworn Officer service and fifty-five (55) years of age; An employee's beneficiary shall be paid fifty percent (50%) of accumulated medical leave ~~for an employee's~~ death not occurring in the line of duty. and An employee's beneficiary shall be paid one hundred percent (100%) of an employee's 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. Years of service includes time at a previous agency as a sworn Officer and service must be verified. 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)

ORDINANCE NO. 9889 (Cont.)

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 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 based upon the total length of service with the City or as a sworn officer with another agency:

<u>Officer</u>	Five (5) years (beginning 6 th year)	\$ <u>350.00</u>
	Ten (10) years (beginning 11 th year)	\$ <u>645.50650.00</u>
	Fifteen (15) years (beginning 16 th year)	\$ <u>870.001,000.00</u>
	Twenty (20) years (beginning 21 st year)	\$ <u>1,096.001,250.00</u>
	Twenty-five (25) years (beginning 26 th year)	\$ <u>1,270.001,400.00</u>
<u>Sergeant and</u>	<u>Five (5) years (beginning 6th year)</u>	<u>\$ 375.00</u>
<u>Lieutenant</u>	<u>Ten (10) years (beginning 11th year)</u>	<u>\$ 650.00</u>
	<u>Fifteen (15) years (beginning 16th year)</u>	<u>\$1,250.00</u>
	<u>Twenty (20) years (beginning 21st year)</u>	<u>\$1,700.00</u>

ORDINANCE NO. 9889 (Cont.)

Twenty-five (25) years (beginning 26th year) \$2,400.00

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

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

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

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

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

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

Those employees who are represented by the 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:

ORDINANCE NO. 9889 (Cont.)

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

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

SECTION 13. The adjustments identified herein shall be effective on the date of passage and publication in pamphlet form in one issue of the Grand Island Independent as provided by law effective August 14, 2022.

SECTION 14. Those portions of Ordinance No. 9884 and all other parts of ordinances in conflict herewith be, and the same are, hereby repealed.

Enacted: July 26, 2022.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, July 26, 2022

Council Session

Item F-5

#9890 - Consideration of Amendments to Chapters 16, 18, 26, 30 & 32 of the Grand Island City Code Relative to Fees

Staff Contact: Stacy Nonhof, Interim City Attorney

Council Agenda Memo

From: Stacy R. Nonhof, Interim City Attorney

Meeting: July 26, 2022

Subject: Consideration of Amendments to Chapters 16, 18, 26, 30 and 32 of the Grand Island City Code Relative to Fees

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

Background

At the July 12, 2022 City Council meeting it was requested that staff review City Code to remove conflicts with the City's Fee Schedule.

Discussion

The following sections of City Code require amendment to eliminate any potential conflict with the City's Fee Schedule.

From the Building Department: §18-24 concerning the filing fee for an appeal to the examining board for mechanical fitters and §26-33 concerning the filing fee for an appeal to the plumbers examining board.

From the Fire Department: §16-11 concerning open burning permit fees and §16-25 concerning fire protection contracts.

From the Public Works Department: §30-45 concerning the discharge fee for a septic tank into the City's treatment works, §32-72.1 the permit fee for use of the public right-of-way and §32-72.8 concerning the permit fee for obstruction of the streets, sidewalks and alleys in the City.

All changes remove a set fee and refer to the Grand Island Fee Schedule or a negotiated contract. That schedule is set separately each year.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the corrections to Grand Island City Code.

Sample Motion

Move to approve ordinance approving corrections to Grand Island City Code.

ORDINANCE NO 9890

An ordinance to amend Chapters 16, 18, 26, 30 and 32 of the Grand Island City Code; to amend Section 16-11 pertaining to Open Burn Permit Fees, Section 16-25 pertaining to Fire Protection Contracts, Section 18-24 pertaining to Filing Fees, Section 30-45 pertaining to Discharge Fee, Section 32-72.1 pertaining to Use of Public Right-of-Way, and Section 32-72.8 pertaining to Permit- Issuance, Fee and Insurance, to repeal Section 16-11, Section 16-25, Section 18-24, Section 30-45, Section 32-72.1 and Section 32-72.8 as now existing, and any ordinance or parts of ordinances in conflict herewith; and to provide for publication and the effective date of this ordinance.

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

SECTION 1. Section 16-11, Section 16-25, Section 18-24, Section 30-45, Section 32-72.1 and Section 32-72.8 of the Grand Island City Code are hereby amended to read as follows:

§16-11. Open Fires; When Allowed; Permit; Fire Locations; Hours of Burning

(1) For purposes of this section, Open Fire shall mean burning under such conditions that the products of combustion are emitted directly into the ambient air.

(2) No person shall cause or permit any open fire within the limits of the City.

(3) Exceptions:

(a) Fires set solely for the outdoor cooking of food for human consumption where no hazard is created;

(b) Fires set with the written permission of the Fire Chief of the City of Grand Island or his or her designated representative and upon receipt of any permit required by the Nebraska Department of Environmental Quality:

(i) for the purpose of training public or industrial fire fighting personnel.

(ii) for essential agricultural operation in the growing of crops where no nuisance or hazard is created.

(iii) for the purpose of destroying dangerous materials or diseased trees.

(iv) for the purpose of clearing land for roads or other construction activity.

(v) for ceremonial, educational, or recreational purposes by a legally established and recognized non-profit organization or governmental entity.

(vi) for the purpose of burning leaves and brush where no hazard is created.

(c) Fires set in operation of smokeless flare stacks for the combustion of waste gases, provided they meet the requirements of the Nebraska Department of Environmental Quality.

(d) For open burning of leaves and brush where no hazard is created during the following periods:

(1) A fourteen (14) day period beginning the third Sunday in April, and

Approved as to Form	▣ _____
July 22, 2022	▣ City Attorney

ORDINANCE NO. 9890 (Cont.)

(2) A fourteen (14) day period beginning the second Sunday in October or as the Fire Chief may designate due to inclement weather during the foregoing specified periods.

(e) For the private, residential use of outdoor fireplaces as defined below and with the following restrictions:

- (i) portable fire pits which are designed and commercially sold to confine outdoor wood fires;
- (ii) chimineas, constructed of clay or some other fire safe material which are designed and commercially sold to confine outdoor wood fires;
- (iii) fire rings which are designed to enclose an outdoor fire with a metal tube, poured concrete, stones, or some other fire safe material partially buried in the ground;
- (iv) all outdoor fireplaces must be at a minimum of fifteen (15) feet distance from any structure, including fences and sheds and placed on a stable, non-combustible surface such as a concrete pad;
- (v) the fuel area for all outdoor fireplaces shall be no more than three (3) feet in diameter and completely enclosed by a non-combustible screening material;
- (vi) the opening in the fuel area must be covered with a screening material constructed of fire safe wire mesh to prevent the passage of sparks and embers;
- (vii) fuel for outdoor fireplaces shall be limited to untreated and/or seasoned wood.
- (viii) fuel that consists of yard waste or wood that is milled, processed, treated, and/or painted is prohibited;
- (ix) while in operation, all outdoor fireplaces shall be continuously monitored by at least one (1) person eighteen (18) years of age or older and an operable garden hose connected to a water supply shall be available for extinguishing flames; and
- (x) outdoor fireplaces shall not be operated when local average wind speed is fifteen miles per hour (15 mph) or greater.

(4) Open fires shall be continuously monitored by at least one (1) person eighteen (18) years of age or older until the fire is extinguished. The person so attending shall have an operable garden hose connected to a water supply or other fire extinguishing equipment readily available for use, and no such fire shall be abandoned until it has been completely extinguished.

(5) Permits to burn leaves and brush shall only be issued to the owner or occupant of private residential property fire locations. Applications for permits may be made only during each open burning period and the week prior thereto. A separate permit shall be required for each open burning period for the activities listed in paragraph (3)(b)(vi) above and shall be maintained in the possession of a person tending the fire at all times.

(6) A separate permit shall be required for any of the activities listed in paragraphs (3)(b)(i), (ii), (iii), (iv), and (v).

(7) Fire locations for leaf and brush piles greater than three (3) feet in diameter or two (2) feet in height must be at least fifty (50) feet away from any structure or other combustible material. Fire locations for leaf and brush piles less than three (3) feet in diameter and two (2) feet in height must be at least twenty-five (25) feet from any structure or other combustible material

ORDINANCE NO. 9890 (Cont.)

unless the fire is contained within an approved burning appliance or barrel with one-half inch (1/2") wire mesh screen covering the entire opening and such container or barrel is located not less than fifteen (15) feet from any structure or other combustible material.

(8) Leaf and brush fires may only occur between the hours of 8:00 a.m. and 8:00 p.m. during the open burning periods as defined in paragraph (3)(d) above.

(9) The Fire Chief of the Grand Island Fire Department may prohibit any and all open burning when he or she determines atmospheric conditions or local circumstances make such fires hazardous.

(10) A permit fee of ~~ten dollars (\$10.00)~~ in accordance with the City of Grand Island Fee Schedule for each open burning period for the activities listed in paragraph (3)(b)(vi) above must be paid by any person or organization seeking a permit prior to its issuance.

(11) A permit fee of ~~ten dollars (\$10.00)~~ in accordance with the City of Grand Island Fee Schedule for each daily occurrence for any of the activities listed in paragraphs (3)(b)(i), (ii), (iii), (iv), and (v) above must be paid by any person or organization seeking a permit prior to its issuance.

§16-25. Fire Protection Contract; Compensation

In the preparation of fire protection contracts for buildings outside the corporate limits of the City, provisions shall be made for compensation ~~to be made to the City on the basis of the City's levy on property within the corporate limits for fire protection purposes, or, in the alternative, a charge of \$200 for all light and ordinary hazard occupancies, or \$400 for all extra-hazard occupancies, whichever computation would provide the most revenue for the City.~~ Standards developed by the National Fire Protection Association shall be used in determining the nature of occupancies under such contracts. based on a mutually agreeable compensation amount, to be negotiated, based on the nature of hazards associated with the building occupancy as determined by the International Fire Code.

§18-24. Filing Fee

Any person who is aggrieved by any decision of the chief building official or his authorized representative relating to the suitability of alternate materials or type of installation or interpretation of any provision of this Code may obtain review of such decision upon filing a written request for review by the Board in the office of the chief building official or his authorized representative within thirty (30) days from the date of such decision and payment of a filing fee as provided in accordance with the City of Grand Island Fee Schedule.

Enforcement of any decision, notice or order of the chief building official or his authorized representative issued under this Code shall be stayed during the pendency of an appeal therefrom which is properly and timely filed.

§26-33. Filing Fee

Any person who is aggrieved by any decision of the chief building official or his authorized representative relating to the suitability of alternate materials or type of installation or interpretation of any provision of this Code may obtain review of such decision upon filing a written request for review by the Board in the office of the chief building official or his

ORDINANCE NO. 9890 (Cont.)

authorized representative within thirty (30) days from the date of such decision and payment of a filing fee as provided in accordance with the City of Grand Island Fee Schedule.

Enforcement of any decision, notice or order of the chief building official or his authorized representative issued under this Code shall be stayed during the pendency of an appeal therefrom which is properly and timely filed.

§30-45. Discharge Fee

Any person discharging septic tank waste into the wastewater treatment works shall pay the Department at a rate per one hundred gallons of tank capacity (or fraction thereof) as a wastewater disposal charge, ~~the rate to be established by the city council~~ in accordance with the City of Grand Island Fee Schedule.

§32-72.1. Use of Public Right-of-Way

(1) It shall be unlawful for any person, as defined in this Code to use and obstruct for building, construction, demolition or razing purposes any street, alley, or sidewalk, or part thereof, without first securing a permit from the director of public works, pay the fee in accordance with the City of Grand Island Fee Schedule ~~therefor~~, and giving bond/proof of insurance, provided:

(A) No permit shall authorize occupancy of any street or sidewalk space, part thereof, other than immediately in front of, or any alley space immediately behind the lot or lots upon which any building or structure is in process of demolition, razing, erection, or other construction is to be done, and in relation to which such permit is issued, unless consented to in writing by the abutting property owner or owners.

(B) During progress of any such operations a sidewalk not less than four feet in width shall be at all times kept open, and protected for the purpose of passage in front of each lot or lots and within the space permitted for occupancy.

(C) Such sidewalk shall be protected by a tight board fence at least four feet in height, and when deemed necessary and required in the permit by the director of public works, by a tight board fence of such additional height and an adequate tight board roof.

(D) Nothing herein shall be construed to prohibit the maintenance of necessary driveways and gates for the delivery or removal of material across such sidewalks to or from the building, construction, demolition or razing site, provided, a watchman is stationed at the sidewalk to warn and protect the public.

(2) No permit, as provided above, shall be required for any roll off box owned and provided by a collector licensed pursuant to Chapter 17, Article II of the City Code. All other provisions of Chapter 32, Article VII, relating to use of public right-of-way shall apply to any roll off box which is used upon and obstructs any street, alley or sidewalk or part thereof.

§32-72.8. Permit - Issuance, Fee, and Insurance

(1) Permits for obstructions of streets, sidewalks, and alleys shall be issued by the director of public works. The fee for a permit shall be in accordance with the City of Grand Island Fee Schedule, and shall be paid when the permit is obtained. If work is commenced prior to application for the permit, an investigation fee in accordance with the City of Grand Island

ORDINANCE NO. 9890 (Cont.)

Fee Schedule in addition to the permit fee ~~in the same amount as the permit fee~~ shall be assessed. Each permit shall expire six months from date of issuance.

(2) No permit shall be issued until the applicant therefore shall have executed and delivered to the director of public works, proof of insurance to be approved by the city attorney and filed with the city clerk, as follows:

- (a) Worker's Compensation Insurance in compliance with the laws of the State of Nebraska, and Employees Liability Insurance.
- (b) Public Liability and Property Damage Insurance covering with limits as follows:
 - (i) Where work is to be performed in Light Business (B1) Zone, General Business (B2) Zone, Heavy Business (B3) Zone, Light Manufacturing (M1) Zone, Heavy Manufacturing (M2) Zone, Commercial Development (CD) Zone, or Industrial Development (ID) Zone, with limits of not less than \$25,000 for each person; \$50,000 for more than one person for each occurrence for bodily injury and death; and property damage limits of not less than \$10,000; and
 - (ii) Where work is to be performed in Transitional Agriculture (TA) Zone, Suburban Residential (R1) Zone, Low Density Residential (R2) Zone, Medium Density Residential (R3) Zone, High Density Residential (R4) Zone, Residential-Office (RO) Zone, or Residential Development (RD) Zone, with limits of not less than \$5,000 each person; \$10,000 for more than one person for each occurrence for bodily injury and death; and property damage limits of not less than \$5,000; and, in any instance, in such additional amounts as specified and required by the public works director when authorizing the work.
- (c) Automobile liability insurance with limits of \$10,000 each person, and \$20,000 each accident for bodily injury or death; and \$5,000 each accident for property damage, or such additional amounts as specified by the public works director when authorizing the work.

SECTION 2. Section 16-11, Section 16-25, Section 18-24, Section 30-45, Section 32-72.1 and Section 32-72.8 as now existing, and any ordinances or parts of ordinances in conflict herewith be, and hereby are, repealed.

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

ORDINANCE NO. 9890 (Cont.)

Enacted: July 26, 2022.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, July 26, 2022

Council Session

Item G-1

Approving Minutes of July 12, 2022 City Council Regular Meeting

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING
July 12, 2022

Pursuant to due call and notice thereof, a Regular Meeting of the City Council of the City of Grand Island, Nebraska was conducted in the Council Chambers of City Hall, 100 East First Street, on July 12, 2022. Notice of the meeting was given in *The Grand Island Independent* on July 6, 2022.

Mayor Roger G. Steele called the meeting to order at 7:00 p.m. The following City Council members were present: Michelle Fitzke, Mark Stelk, Jason Conley, Bethany Guzinski, Maggie Mendoza, Mitch Nickerson, and Chuck Haase. Councilmembers Mike Paulick, Justin Scott and Vaughn Minton were absent. The following City Officials were present: City Administrator Jerry Janulewicz, City Clerk RaNae Edwards, Interim City Attorney Stacy Nonhof, Finance Director Patrick Brown, and Interim Public Works Director Keith Kurz.

INVOCATION was given by Father Jorge Canela, St. Mary's Cathedral, 204 South Cedar Street followed by the PLEDGE OF ALLEGIANCE.

Mayor Steele stated there were several Councilmembers that requested the Study Session secluded for tonight be moved to July 19, 2022. Motion by Fitzke, second by Haase to move the July 12, 2022 Study Session to July 19, 2022. Upon roll call vote, all voted aye. Motion adopted.

PUBLIC HEARINGS:

Public Hearing on the One & Six Year Street Improvement Plan. Interim Public Works Director Keith Kurz presented the One & Six Year Street Improvement Plan. Reviewed were the Capital Projects for 2022/2023. He stated this public hearing would be left open with Council action on the July 26, 2022 City Council meeting. No public testimony was heard.

Public Hearing on Acquisition of Utility Easement - 3212 S. Locust St (Bosselman, Inc.). Utilities Director Tim Luchsinger reported that a utility easement was needed at 3212 South Locust Street in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers. The Grand Island Utilities Department needed to upgrade the underground electric infrastructure along Ramada Road. The proposed easement would allow the Department to install, access, operate, and maintain the electrical infrastructure at this location. Staff recommended approval. No public testimony was heard.

Public Hearing on Request from MidAmerica Washout, LLC for a Conditional Use Permit for a Livestock Trailer Washout facility located at 4009 W. Wood River Road in the NE 1/4, Sec. 23-10-10 - Southwest Corner of the Intersection of Wood River Road and North Road. Regional Planning Director Chad Nability reported that an application had been received from Mid America Truck Wash, LLC for a Conditional Use Permit for a truck washout facility located at 4009 W. Wood River Road. The facility proposed was within the 2 mile extraterritorial jurisdiction of the City but the lagoons on this property were outside the 2 mile extraterritorial jurisdiction. Staff

recommended approval with several conditions, one being prior to issuance of building permits for the facility the applicant shall receive all necessary approvals from both the Nebraska Department of Environment and Energy (NDEE) and Hall County for the operation of the waste water treatment lagoons and solids storage associated with the treatment located on the southern side of this property or shall make provisions for connecting to municipal sewer.

The following people spoke in support:

- Steve Mossman, 134 So. 13th Street, Lincoln, NE
- Sara Ruda, 1514 County Road P Blvd, Aims, NE
- Matt Goeller, 3600 Holmes Park Road, Lincoln, NE
- Ed Nierodzik, Tilden, NE
- Charilie Bosselman, 3800 E. US Hwy 34
- Chad Ruda, 1514 County Road P Blvd. Aims, NE

The following people spoke in opposition:

- Craig Dixon, 2521 E. Hwy 34
- Jolene Bockmann, 6675 So. North Road
- Steve Bockmann, 6675 South No. Road
- Jeff Ewoldt, 6499 So. Engleman Road
- Dale Bockmann, 3858 W. Wood River Road
- Jeralyn Oberg, 4151 W. Wood River Road

Judd Allan, 5750 W. Schultz Road, Alda, NE spoke in neutral position. No further public testimony was heard.

ORDINANCES:

#9885 - Consideration of Amendments to Chapter 5 of the Grand Island City Code Relative to Peacocks

Interim City Attorney Stacy Nonhof reported that currently there was no prohibition preventing ownership of peafowl within the City limits of Grand Island. Pursuant to a complaint by a citizen of Grand Island, this matter was addressed by the Animal Advisory Board on June 23, 2022. The request was made to have the City prohibit ownership of these birds as they are loud and create a nuisance. This Ordinance is in conformance of the directive of the Animal Advisory Board to prohibit ownership of these birds. This Ordinance does not address the peafowl that are already within the City limits, but would rather prohibit anyone from lawfully owning these birds in the future. The birds currently in Grand Island were not owned by anyone. Staff recommended approval.

Rita Hemmer, 1902 Eldorado Street spoke in support. Tonia Gleason, 1123, No. Geddes Street; Craig Oakleaf, 1911 Eldorado Street; and Jim Wagoner, 2304 W. Louis Street spoke in opposition.

Discussion was held regarding the noise and other animals that were not included in this ordinance.

Motion by Nickerson, second by Conley to approve Ordinance #9885 on first reading only.

City Clerk: Ordinance #9885 on first reading. All those in favor of the passage of this ordinance on first reading, answer roll call vote. Upon roll call vote, Councilmembers Nickerson, Mendoza, and Conley voted aye. Councilmembers Haase, Guzinski, and Stelk voted no. Councilmember Fitzke abstained. Motion failed.

#9886 - Consideration of Amendments to Chapter 30 of the Grand Island City Code Relative to Applications for Permits

Interim Public Works Director Keith Kurz reported that it was brought to Staff's attention that Chapter 30-30 of City Code had not been updated with the City Council approved Fee Schedule regarding permit fees. Staff recommended approval.

Motion by Guzinskik, second by Stelk to approve Ordinance #9886 on first reading only.

City Clerk: Ordinance #9886 on first reading. All those in favor of the passage of this ordinance on first reading, answer roll call vote. Upon roll call vote, Councilmembers Nickerson, Mendoza, Guzinski, Conley, Stelk, and Fitzke voted aye. Councilmembers Haase voted no. Motion adopted.

CONSENT AGENDA: Consent Agenda item G-11 (Resolution #2022-175) was removed from the agenda at the request of the Public Works Department. Consent Agenda item G-9 (Resolution #2022-173) was removed for further discussion. Motion by Guzinski, second by Fitzke to approve the Consent Agenda excluding items G-9 and G-11. Upon roll call vote, all voted aye. Motion adopted.

Approving Minutes of June 28, 2022 City Council Regular Meeting.

Approving Appointment of Chris Schwieger to the Community Redevelopment Authority Board.

Approving Appointment of Alan Joos to the Civil Service Commission.

Approving Re-Appointments of Darwin Wicht, Leon Van Winkle, and Steve Meyer to the Tree Board.

Approving Request from Jess Berglund, 4243 Yarrow Drive for Liquor Manager Designation with Buffalo Wild Wings, 809 Allen Drive.

#2022-170 - Approving Acquisition of Utility Easement - 3212 S. Locust St (Bosselman, Inc.).

#2022-171 - Approving 2023-2025 Coal Purchase with Peabody Coal Sales from the Caballo Mine.

#2022-172 - Approving PGS Unit 1 Generator Protection Relays and Transformer Protection Relays from Graybar Electric Company, Inc. of Omaha, Nebraska in an Amount of \$147,872.69.

#2022-173 - Approving Preliminary Plat, Final Plat and Subdivision Agreement for Trinity Heights Subdivision. It was noted that Mesner Development Company, owner, had submitted the Preliminary Plat, Final Plat and Subdivision Agreement for Trinity Heights Subdivision located north of State Street and 18th Street and west of Wheeler Avenue for the purpose of creating 53 lots on 14.18 acres. Cliff Mesner, Central City, NE, developer of the subdivision answered questions regarding the development with regards to a walkway/drive by the church. He commented on the impact of the economy and the need for housing in Grand Island.

Motion by Nickerson, second by Stelk to approve Resolution #2022-173. Upon roll call vote, all voted aye. Motion adopted.

#2022-174 - Approving Bid Award for Lift Station No. 1 Rehabilitation; Project No. 2022-S-2 with The Diamond Engineering Company of Grand Island, Nebraska in an Amount of \$98,825.40.

#2022-175 - Resolution Directing Property Owner to Repair Sidewalk at 1320 N Broadwell Avenue.

#2022-176 - Approving Agreement for the Nebraska Public Transportation Assistance Program.

#2022-177 - Approving Certificate of Final Completion for Curb Ramp Project No. 2022-CR-1 with Galvan Construction, Inc. of Grand Island, Nebraska.

#2022-178 - Approving Temporary Construction Easements for Various Drainage Projects; Brookline Drive and Henry Street/South Street Intersection; Project No. 2021-D-1.

#2022-179 - Approving Bid Award for Lift Station No. 28 Equalization Tank; Project No. 2022-S-3 with SKM Turnkey Construction, LLC of Grand Island, Nebraska in an Amount of \$2,045,489.30.

#2022-180 - Approving Removal & Construction of 3 New Backstops at Ryder Park with American Fence Company of Grand Island, Nebraska in an Amount to \$47,255.00.

REQUESTS AND REFERRALS:

Consideration of Approving the Request from Mid America Truck Wash, LLC for a Conditional Use Permit for a Livestock Trailer Washout facility located at 4009 W. Wood River Road in the NE 1/4, Sec. 23-10-10 - Southwest Corner of the Intersection of Wood River Road and North Road. This item was related to the aforementioned Public Hearing.

Discussion was held regarding the cost, waste on the roads, the lagoons, odor and flooding in this area. Craig Dixon, 3521 E. Hwy 34 answered questions regarding his current facility on Stuhr Road which was not in operation as a truck wash. Chad Ruda, 1514 County Road P Blvd, Aims,

NE explained the process regarding the lagoon and how the truck wash would work. He mentioned there was pipe to the City sewer system at this location.

Motion by Stelk, second by Nickerson to approve the request from Mid America Truck Wash, LLC for a Conditional Use Permit for a livestock trailer washout facility located at 4009 W. Wood River Road contingent upon the conditions identified during the meeting. Upon roll call vote, Councilmembers Nickerson and Stelk voted aye. Councilmembers Haase, Mendoza, Guzinski, Conley, and Fitzke voted no. Motion failed.

RESOLUTIONS:

#2022-160 - Approving Award of Proposal for General Governmental Insurance Services. Finance Director Patrick Brown reported that Request for Proposals were received and reviewed for the General Governmental Insurance Services for the City. It was recommended to award the proposal to FNIC of Grand Island, Nebraska.

Jay Huston, 2511 Riverside Drive and Chris Rosacker, 206 S. Lincoln representing Ryder Rosacker McCue & Huston spoke in opposition. Jeff Vinson, 1527 Stagecoach Road and Todd Bartek, 30 Willowbend, Marquette, NE spoke in support.

Discussion was held concerning commissions, coverage, deductibles, and the process of the Request for Proposals.

Motion by Nickerson, second by Mendoza to approve Resolution #2022-160. Upon roll call vote, Councilmembers Nickerson, Mendoza, Guzinski, and Conley voted aye. Councilmembers Haase, Stelk, and Fitzke voted no. Motion failed.

PAYMENT OF CLAIMS:

Motion by Guzinski, second by Fitzke to approve the payment of claims for the period of June 29, 2022 through July 12, 2022 for a total amount of \$12,284,105.71. Upon roll call vote, all voted aye. Motion adopted.

ADJOURNMENT: The meeting was adjourned at 10:07 p.m.

RaNae Edwards
City Clerk



City of Grand Island

Tuesday, July 26, 2022

Council Session

Item G-2

Approving Minutes of the July 19, 2022 City Council Study Session

Staff Contact: RaNae Edwards

AssCITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL STUDY SESSION

July 19, 2022

Pursuant to due call and notice thereof, a Study Session of the City Council of the City of Grand Island, Nebraska was conducted in the Council Chambers of City Hall, 100 East First Street, on July 19, 2022. Notice of the meeting was given in *The Grand Island Independent* on July 14, 2022.

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, Jason Conley, Bethany Guzinski, Mitch Nickerson, and Chuck Haase. Councilmembers Mark Stelk, Michelle Fitzke, Vaughn Minton, and Maggie Mendoza were absent. The following City Officials were present: City Administrator Jerry Janulewicz, City Clerk RaNae Edwards, Finance Director Patrick Brown, and Interim Public Works Director Keith Kurz.

SPECIAL ITEMS:

Budget Overview FY23. Finance Director Patrick Brown stated the FY 2022 Revenues were under forecasted. Sales Tax receipts remained strong throughout the year eclipsing FY 2021 General Fund Sales Tax by \$2.5 million. Property tax receipts were steady as well as all other receipts for 2022. Expenses were going to be well under budget due to vacancies in the police department. This will create a higher cash reserve going into FY 2023 budget.

Mentioned were the challenges going forward with inflation at 8.5% and fuel prices soaring. Supply line issues and labor shortage were mentioned. The FY 2023 revenues increased 11.4% or \$4.7 million over FY 2022 budget. Sales tax was projected at 12.2% over FY 2022 budget. Property tax was forecasted at a 3% increase. Expenses were increasing at \$3.3 million over FY 2022 budget. Personnel expenses were projected to increase 8.2% or \$2.7 million. Operating expenses were projected to increase by 8.7% or \$620 thousand over FY 2022 budget.

Discussion was held regarding the FTE's being included in these figures. Mr. Brown stated they were all included except for the Building Department which would be added. Excess funds in the General Fund budget and by policy could be put in restricted funds.

Utilities Department FY23 Budget Presentation (Electric and Water). Utilities Director Tim Luchsinger introduced Assistant Utilities Directors Ryan Schmitz, Lynn Mayhew, and Travis Burdett. Mr. Luchsinger stated both the electrical and water were dependent on the weather. Reviewed were the budget guidelines of budgeting conservative (low) revenues and conservative (high) operating costs. They maintain adequate cash reserves and manage controllable operating expenses and capital expenditures.

Mr. Luchsinger stated they had around 60 day's worth of coal in reserve. This all depended on the trains delivering the product. He stated most utilities were going away from coal.

Cash reserve considerations were: working capital, replacement power, asset replacement, Capital Improvement Reserve, and Debt Service Reserve. The proposed Electric Fund budget was \$37,138,121 and the Water Fund budget was \$3,508,684 for FY 2022-2023.

Review Electrical Enterprise Fund.

The following Electric Capital Improvements were presented with a total Capital Budget of \$12,370,000:

- Transmission and Substation Upgrades - \$1,350,000
- Bond payments - \$3,805,000
- Distribution improvements - \$6,515,000
- Power plant maintenance/improvements - \$50,000
- Burdick Station demolition - \$3,000,000 (Accrued expense)

Discussion was held concerning the future type of power for Grand Island with eventually decommissioning the PGS Plant in the next 7 to 10 years. Mr. Luchsinger stated they would be going away from coal and going to natural gas generation along with wind and solar. Burdick Station would be demolished.

Review Water Enterprise Fund. Mr. Luchsinger explained the need for his FTE request for one Water Maintenance Worker.

The following Water Capital Improvements with a total Capital Budget of \$2,110,000 was presented:

- Bond payments - \$345,000
- Distribution improvements - \$1,090,000
- Production improvements \$500,000

Wastewater Treatment Plant FY23 Budget Presentation. Assistant Public Works Director for Wastewater Matt Walker reviewed the Wastewater Division.

The Wastewater Division was an Enterprise Fund that relied on revenues collected from community residents, businesses, and industries to meet all state and national requirements. It was funded solely through self-generated revenue. The average residential bill for 2021 was \$31.95, well below the \$55.77 average.

Mr. Walker gave an overview of the Wastewater Division and the FY 2022 Capital Projects which totaled \$8,037,035.

The following proposed Capital projects for 2022/2023 were presented for a total amount of \$15,805,000:

- WWTP Security Improvements - \$50,000
- WWTP Flow Improvements – \$8,765,000
- UV System Upgrade – \$60,000
- Central NE Regional Airport Collection System Rehabilitation – \$2,300,000/\$7,000,00
- Lift Station 1 Rehabilitation – \$50,000/\$420,000
- Lift Station 17 Relocation – \$1,550,000/\$1,815,000

- Lift Station 28 Equalization Tank – \$2,175,000/\$3,000,000
- North Central Sanitary Sewer Rehabilitation – \$675,000/\$1,025,000
- Grant-funded Assessment Districts – \$150,000/\$1,650,000
- Veterans Legacy - \$30,000/\$400,000

Ending cash balance for the 2023 budget was \$2,972,480.

Public Works Interim Director Keith Kurz answered questions regarding Lift Station 28 Equalization Tank.

Solid Waste FY23 Budget Presentation. Solid Waste Superintendent Jeff Wattier presented the Solid Waste Budget for FY 2023.

Mr. Wattier stated they received no funding from the General Fund and all revenues were generated from tipping fees. This was one of the few divisions within the City that had competition. They served both residents and non-residents. He stated the landfill had 18 years of life left in the current area which included Cells 1, 2 & 3 and approximately 26 years of life were left in the total Phase 1 area.

Mentioned were notable items in FY 2022 with continued routine capital replacement schedule within the Transfer Station with a new wheel loader, transfer trailer and truck-tractor.

The following 2023 Budget was presented:

- Personnel - \$1,314,207
- Operations - \$1,420,700
- Capital - \$7,563,283

The following 2023 Budget Capital expenditures were presented:

- Replacement of landfill dozer - \$925,000
- Replacement of Transfer Station truck-tractor - \$115,000
- Begin Transfer Station improvements - \$4,260,000

Mentioned was a rate increase proposed for FY 2023 of 2.75% increase at the Transfer Station and Landfill.

One & Six Year Street Improvement Plan. Interim Public Works Director Keith Kurz presented the Public Works Department Capital Projects for 2022/2023. Reviewed were the 2022 projects for a total of \$18,491,208. Mr. Kurz stated Capital Improvement Projects were funded by Gas Tax (\$18,491,208) and General Fund (\$1,382,250) for a total of \$19,873,485 forecasted for 2022.

The following were proposed Capital Projects for 2022/2023:

- Annual Curb Ramp Project No. 2023-CR-1 - \$165,000
- Five Points Intersection Improvements - \$586,000/\$3,420,000
- Broadwell/UPRR Grade Separation - \$100,000/\$28,350,000
- North Road; Old Potash Hwy to 13th Street - \$500,000/\$4,595,296

- North Road; US Hwy 30 to Old Potash Hwy - \$2,650,000/\$3,014,768
- Custer Avenue; Old Potash Hwy to Forrest St - \$1,700,000/\$4,280,000
- Eddy Street Underpass Rehabilitation - \$300,000/\$1,500,000
- Locust Street; 2nd Street to Fonner Park Road - \$450,000/\$10,761,000
- Veterans Legacy - \$150,000/\$1,350,000
- Claud Road Extension - \$2,400,000
- Northwest Flood Control - \$20,000/\$7,800,000
- N 80 Wetland Delineation - \$210,000/\$2,000,000
- Sidewalk Cost Share Program - \$25,000
- PVIP Drainage District No. 2020-1 - \$250,000/\$600,000
- Citywide Drainage - \$250,000
- Street/Fleet New Facility - \$150,000
- Brookline/Henry Drainage Improvements - \$50,000/\$465,400

Total 2023 Capital Improvement Budget funded with Gas Tax money was \$10,791,250. Total 2023 Capital Improvement Budget funded by General Fund was \$955,000 for a total of \$11,746,250.

Parks Projects Presentation & Land Option. Parks & Recreation Director Todd McCoy presented the following 2022-23 proposed parks projects for a total of \$3,706,483:

- Paint Lincoln Pool - \$35,000
- Picnic Shelter Replacement - \$40,000
- Demo Memorial Park Building - \$40,000
- Ryder Park Legion Field Bleachers - \$40,000
- Stolley Splash Pad Surfacing - \$50,000
- Island Oasis Updates - \$75,000
- Ashley Park Backstop and Bleachers Updates - \$80,000
- Grace Abbott Playground Update - \$70,000 CDBG Funds - \$75,000
- Misc. Park Projects - \$135,000
- Bike Trail Claude to Water Tower - \$640,000 TAP Grant - \$160,000
- Park Land Acquisition - \$136,483
- Stolley Irrigation Expansion - \$175,000
- George Park Baseball Field Update - \$200,000
- Vets Field Drainage Improvement - \$225,000
- Fieldhouse Turf - \$240,000
- George Park - New Restroom - \$300,000
- Ryder Park – New Restroom - \$300,000
- Stolley Parking and Road Upgrade - \$350,000
- Ryder Park – Concrete Parking Lot - \$950,000
- Remove HPSP Building(s) - \$100,000

Mr. McCoy answered numerous questions regarding each project. Assistant Finance Director Brian Schultz answered questions about Amur Plaza regarding restrooms. He stated this was City owned property but the Railside BID was in charge of any improvements.

City Administrator Jerry Janulewicz answered questions about the \$100,000 request to remove HPSP Building(s).

Mentioned was the option to purchase 4.6 acres of land immediately west of the Emergency Management Operations Center which would expire in November of this year. The Parks Department recommended purchasing the property for a total of \$136,482.50. The property was ideally located for a future City park and/or City swimming pool. No timeframe or budget had been set for such development. For a size reference: Sothman Park was 4.4 acres, Memorial Park was 4.5 acres, and Grace Abbott Park was 5.4 acres.

City Administrator Jerry Janulewicz stated when the City acquired the land for the Emergency Management Operations Center there was an option to acquire 4.6 acres on the west side of that property. Ray O'Conner, 611 Fleetwood Road, owner, explained the agreement and that if the City did not want the property he would retain the property for housing development.

Capital Equipment Presentation FY 23 - 410 Fund. Finance Director Patrick Brown reviewed the FY23 Capital Equipment 410 Fund for a total of \$3,413,591.00.

Police Captain Jim Duering explained the reasons for their request for portable radios. Emergency Management Director Jon Rosenlund answered questions on how the communications worked with a new system which was part of the request for portable radios for the Police Department. He stated this would be the next step and would be costly.

FTE Discussions. Finance Director Patrick Brown presented the following FTE requests:

Emergency Management:

Two (2) Public Safety Dispatchers

Three (3) Public Safety Dispatchers would be reclassified to Senior Public Safety Dispatcher

Parks & Recreation:

Parks Maintenance Worker

Planning Department

Planner 1 – move FTE from Utilities to General Fund

Police Department

Two (2) Public Safety Apprentices

Four (4) Part Time Airport Police Officers

Three (3) Police Officers

Public Works Engineering

Reclass an Engineering 1 PW to Engineering 1 or 2 or Senior

Streets Division (210 Fund)

Reclass two Senior Maintenance Worker positions to Senior Equipment Operators

Solid Waste (505 Fund)

Office Manager – SW

Solid Waste Division Clerk

Utility Department (520 Fund)

The 0.38 FTE will be moved to the General Fund

Water Department (525 Fund)
Water Maintenance Worker
Waste Water (530 Fund)
Reclass Accounting Technician – WW to Administrative Assistant – WW
Reclass Engineer I – WWTP to Engineering I or II or Senior
Reclass Engineer Technician to Engineer Technician I or II or Senior
Building: Additional 0.2 FTE for Part-time Administrative Assistant
One additional FTE – WWTP GOG (Fats, Oils, and Crease) Program Manager

Total Costs by Funds were presented as follows:

- General Fund □ \$421,514 (excluding 3 Police Officer positions)
- Electric Fund – (\$36,559)
- Water Fund □ \$87,330
- Waste Water Fund □ \$104,000
- Solid Waste Fund □ \$77,010
- Streets Fund □ \$1,746

Councilmember Haase recommended adding a Risk Manager and Purchasing Agent to the Finance Department. Police Captain Jim Duering answered questions concerning the request for 4 part-time Airport Police Officers.

ADJOURNMENT: The meeting was adjourned at 10:26 p.m.

RaNae Edwards
City Clerk



City of Grand Island

Tuesday, July 26, 2022

Council Session

Item G-3

Approving Re-appointments of Jim Partington, Mike Spilinek, and Russ Canfield to the Building Code Advisory Board

Mayor Steele has submitted the re-appointments of Jim Partington, Mike Spilinek, and Russ Canfield to the Building Code Advisory Board. These appointments would become effective August 1, 2022 upon approval by the City Council and would expire on August 1, 2024.

Staff Contact: Mayor Roger Steele



DATE: June 7, 2022
TO: Mayor Steele
FROM: Craig A. Lewis, Building Department Director *CA*
RE: Appointments to the Building Code Advisory Board

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

Mike Spilinek, Engineer	Olsson Associates PO Box 1072 Grand Island NE 68802-1072	8/1/22-8/1/24
Jim Partington, Contractor	Partington Construction 2014 Stagecoach Rd Grand Island NE 68803	8/1/22-8/1/24
Russ Canfield	Chief Construction 3935 Westgate Rd Grand Island NE 68803	8/1/22-8/1/24

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

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



City of Grand Island

Tuesday, July 26, 2022

Council Session

Item G-4

#2022-181 - Approving to Award the Market Participant Contract to NextEra

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

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

Meeting: July 26, 2022

Subject: Approving to award the Market Participant Contract to NextEra Energy

Presenter(s): Timothy Luchsinger, Utilities Director

Background

Grand Island transacts its energy and transmission purchases via the integrated marketplace which is run by the Southwest Power Pool. Since 2012, Grand Island has utilized the same marketing agent for settlement services, day ahead and real time functions, ARR/TCR services, capacity and energy transactions, and market regulatory guidance. Recently, the Utility requested proposals for this service in order to let competitive offers modernize its fee structure for these functions.

Discussion

The Request for Proposals was advertised on Wednesday, March 2, 2022, and three (3) proposals were received on Thursday, May 26th, 2022, from the following vendors:

Tenaska Power Services – Irving, TX
Evergy, Inc. – Allen, TX
NextEra Energy – Juno Beach, FL

Using a matrix of the Utility Department's established evaluation criteria, which included Proposal Responsiveness, Company Experience, Personnel Experience, Commercial Terms, and Fees, the proposals were reviewed by Utility staff. The evaluation favored the proposal of NextEra Energy. The Department recommends that NextEra Energy is the best proposal for the Market Participant Contract.

Alternatives

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

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

Recommendation

City Administration recommends that the Council award the Market Participant Contract to NextEra Energy of Juno Beach, FL.

Sample Motion

Move to approve the proposal from NextEra Energy for Market Participant services.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

**REQUEST FOR PROPOSAL
FOR
MARKET PARTICIPANT SERVICES**

RFP DUE DATE: May 26, 2022 at 4:00 p.m.

DEPARTMENT: Utilities

PUBLICATION DATE: March 2, 2022

NO. POTENTIAL BIDDERS: 8

PROPOSALS RECEIVED

Tenaska Power Services Co.
Irving, TX

Evergy, Inc.
Allen, TX

NextEra Energy
Juno Beach, FL

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

Ryan Schmitz, Assist. Utility Director
Patrick Brown, Finance Director
Christy Leshner, Utility Secretary

P2361

CONTRACT AGREEMENT

THIS AGREEMENT made and entered into by and between **NEXTERA ENERGY MARKETING, LLC** 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 proposals to be published for *MARKET PARTICIPANT SERVICES* and

WHEREAS, the City, in the manner prescribed by law, has evaluated the proposals submitted, and has determined the aforesaid Contractor to be the responsible proposer, and has duly awarded to the said Contractor a contract therefore, for the sum or sums named in the Contractor's proposal, portions 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, him/herself, or themselves, and its, his, or their successors, as follows:

ARTICLE I. That the following documents shall comprise the Contract, and shall together be referred to as the "Agreement" or the "Contract Documents";

1. This Contract Agreement.
2. Energy Management Services Agreement

In the event of any conflict between the terms of the Contract Documents, the provisions of the document first listed shall prevail.

ARTICLE II. That the Contractor shall (a) furnish all tools, equipment, superintendence, transportation, and other construction materials, services and facilities; (b) provide and perform all necessary labor; and (c) 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 proposal;

ARTICLE III. The proposed pricing will commence as soon as possible after Contract execution, **and that the Contract shall run through November 30, 2025. After expiration of the Initial Term, unless either Party has given the other Party written notice, at least sixty (60) days prior to the expiration of the Initial Term, that it does not wish to renew this Agreement at the end of the Initial Term, this Agreement shall automatically renew for successive one year terms**

ARTICLE IV. The Contractor hereby agrees to act as agent for the City. The invoice for contractor's services will be paid after approval at the next regularly scheduled City Council meeting and occurring after departmental approval of invoice. The City Council typically meets the second and fourth Wednesday of each month. Invoices must be received well in advance of Council date to allow evaluation and processing time.

ARTICLE V. The Contractor agrees to comply with all applicable State fair labor standards in the execution of this contract as required by Section 73-102, R.R.S. 1943. The Contractor further agrees to comply with the provisions of Section 48-657, R.R.S. 1943, pertaining to contributions to the Unemployment Compensation Fund of the State of Nebraska. During the performance of this contract, the Contractor and all subcontractors agree not to discriminate in hiring or any other employment practice on the basis, of race, color, religion, sex, national origin, age or disability. The Contractor agrees to comply with all applicable Local, State and Federal rules and regulations. The Contractor agrees to maintain a drug-free workplace policy and will provide a copy of the policy to the City upon request. Every public contractor and his, her or its subcontractors who are awarded a contract by the City for the physical performance of services within the State of Nebraska shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

GRATUITIES AND KICKBACKS

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

to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

NEXTERA ENERGY MARKETING, LLC

By _____ Date _____

Title _____

CITY OF GRAND ISLAND, NEBRASKA

By _____ Date _____
Mayor

Attest: _____
City Clerk

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

Attorney for the City

Date _____

RESOLUTION 2022-181

WHEREAS, the Utility Department requested proposals for a marketing agent for settlement services, day ahead and real time function, ARR/TCR services, capacity and energy transactions and market regulatory guidance; and

WHEREAS, on May 26, 2022 proposals were received; and

WHEREAS, NextEra Energy, of Juno Beach, Florida, submitted a proposal that was favored by the Utility Department based on established evaluation criteria.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the proposal for Market Participant services from NextEra Energy, of Juno Beach, Florida, be approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, July 12, 2022.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	by _____
July 22, 2022	City Attorney



City of Grand Island

Tuesday, July 26, 2022

Council Session

Item G-5

#2022-182 - Approving Bid Award - Burdick Demo 2022

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

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

Meeting: July 26, 2022

Subject: Burdick Station Demolition 2022

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

Background

The Burdick Generating Station steam units have been decommissioned since 2017. In 2021 the asbestos was removed from the building. The demolition of the building is the last phase in preparing the site for any future use. Black and Veatch was hired to write a specification for the demolition of the building and preparing the site for future use.

Discussion

A Request for Bids was advertised and sent to five potential bidders. Seven bids were received and opened on July 7, 2022. The engineer's estimate for this project was \$4,000,000.00.

Bidder	Bid	Corrected Bid Price
Spirtas Wrecking Company, St. Louis, MO	\$899,980.00	\$938,313.33
National Salvage & Service Corp., Bloomington, IN	\$2,180,000.00	\$2,246,000.00
Brandenburg Industrial Service Co. Chicago, IL	\$2,732,542.00	\$2,729,688.85
DT Specialized Services, Inc. Catoosa, OK	\$2,988,000.00	\$2,986,375.00
GSD Trading USA, Channelview, TX	\$3,238,000.00	\$3,320,000.00
Target Contractors, LLC, Ladson, SC	\$3,385,123.00	\$3,539,142.23
Renascent Inc. Indianapolis, IN	\$5,493,376.00	\$5,488,281.45

*All bids had incorrectly calculated taxes and have been adjusted to have the materials taxed as per Nebraska sales tax laws. Brandenburg Industrial Services Co. had exceptions to the bid and did not include the cost of repairs to pumphouse and stairs to substation. Renascent Inc. is assuming #6 FO is non-hazardous and any soil contaminated can be sent to the landfill as non-hazardous. Spirtas Wrecking Company had a clarification that if on site soils did not meet the specifications, that proper soils would be brought on site. The testing of on site soils for acceptability to use as structural fill is an acceptable exception.

The bid from Spirtas Wrecking Company was otherwise found compliant with the specifications and less than the engineer's estimate.

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 presented in this motion.

Recommendation

City Administration recommends that the Council award the bid for Burdick Station Demolition 2022 to Spirtas Wrecking Company from St. Louis, MO as the lowest compliant bid, with the bid price of \$938,313.33.

Sample Motion

Move to approve the bid from Spirta Wrecking Company of St. Louis, MO, for the Burdick Station Demolition 2022 for a price of \$938,313.33.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: July 7, 2022 at 2:00 p.m.
FOR: Burdick Station Demolition 2022
DEPARTMENT: Utilities
ESTIMATE: \$4,000,000.00
FUND/ACCOUNT: 520
PUBLICATION DATE: June 16, 2022
NO. POTENTIAL BIDDERS: 10

SUMMARY

Bidder:	<u>GSD Trading USA, Inc.</u> Channelview, TX	<u>Target Contractors, LLC</u> Ladson, SC
Bid Security:	SureTec Insurance Company	Frankenmuth Mutual Ins. Co.
Exceptions:	None	None
Bid Price:		
Material:	\$1,600,000.00	\$2,386,923.00
Labor:	\$1,600,000.00	\$ 973,200.00
Sales Tax:	<u>\$ 38,000.00</u>	<u>\$ 25,000.00</u>
Total Bid:	\$3,238,000.00	\$3,385,123.00
Bidder:	<u>Brandenburg Industrial Service Co.</u> Chicago, IL	<u>Spirtas Wrecking Company</u> St. Louis, MO
Bid Security:	Continental Casualty Co.	Philadelphia Inderninty Ins. Co.
Exceptions:	Noted	Noted
Bid Price:		
Material:	\$ 424,838.00	\$1,478,431.00
Labor:	\$2,272,988.00	\$1,800,000.00
Sales Tax:	<u>\$ 34,716.00</u>	<u>\$ 72,549.00</u>
Total Bid:	\$2,732,542.00	\$3,350,980.00

Bidder:	<u>National Salvage & Service Corp.</u> Bloomington, IN	<u>Renascent Inc.</u> Indianapolis, IN
Bid Security:	Fidelity & Deposit Co.	Fidelity & Deposit Co.
Exceptions:	None	Noted
 Bid Price:		
Material:	\$ 880,000.00	\$ 407,566.00
Labor:	\$1,300,000.00	\$5,050,148.00
Sales Tax:	<u>N/A</u>	<u>\$ 35,662.00</u>
Total Bid:	\$2,180,000.00	\$5,493,376.00

Bidder:	<u>DT Specialized Services, Inc.</u> Catoosa, OK
Bid Security:	Mid-Continent Casualty
Exceptions:	Noted
 Bid Price:	
Material:	\$ 65,000.00
Labor:	\$2,916,500.00
Sales Tax:	<u>\$ 6,500.00</u>
Total Bid:	\$2,988,000.00

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

Angela Schulte, Admin. Asst. Utilities
Patrick Brown, Finance Director
Lynn Mayhew, Asst. Utilities Director

P2382

RESOLUTION 2022-182

WHEREAS, the City of Grand Island invited sealed bids for the demolition of Burdick Station, according to plans and specifications on file with the Utilities Department; and

WHEREAS, on July 7, 2022, bids were received, opened and reviewed; and

WHEREAS, Spirtas Wrecking Company of Saint Louis, Missouri, 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 \$ 938,313.33; and

WHEREAS, the bid of Spirtas Wrecking Company is less than the estimate for the demolition of Burdick Station.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Spirtas Wrecking Company, in the amount of \$ 938,313.33 for the demolition of Burdick Station is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, July 26, 2022

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
July 22, 2022	☐ City Attorney



City of Grand Island

Tuesday, July 26, 2022

Council Session

Item G-6

#2022-183 - Approving State Fair Emergency Medical Service Agreement

Staff Contact: Cory Schmidt, Fire Chief

Council Agenda Memo

From: Fire Chief Cory Schmidt

Meeting: July 26, 2022

Subject: State Fair EMS Contract

Presenter(s): Fire Division Chief Russ Blackburn

Background

Since 2010, Grand Island has been home to the Nebraska State Fair. During the 11-day event, more than 300,000 people on average will visit the fair. Due to the various activities offered at the fair as well as the large number of people, on site emergency medical service is needed for the safety of all those who attend

Discussion

The Nebraska State Fair wishes to enter into a service agreement with the City of Grand Island Fire Department to provide emergency medical services at the 2022 Nebraska State Fair. In exchange for \$30,550, the City of Grand Island Fire Department will provide on-site emergency medical service for each of the 11 days of the fair. The contracted amount is based on the 2021-22 fee schedule. Each day, two to six Grand Island Fire Department (GIFD) personnel will be on site at the fair from 8 am to midnight to provide emergency medical services. All GIFD personnel are working outside of their normal scheduled hours and will be compensated at their respective overtime rate of pay.

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 service agreement between the Nebraska State Fair and the City of Grand Island Fire Department.

Sample Motion

Move to approve the service agreement between the Nebraska State Fair and the City of Grand Island Fire Department to provide emergency medical services for the 11 days of the 2022 State Fair in exchange for \$30,550.

SERVICE AGREEMENT
2022 NEBRASKA STATE FAIR
AUG. 26 – SEP. 5, 2022
DATED: June 2, 2022



Between these parties:

Promoter:

Nebraska State Fair Board,
dba Nebraska State Fair (NSF)
PO Box 1387
Grand Island, NE 68802
p) 308.382.1620
Contact: Bill Ogg
p) 308.382.1685 e) bogg@statefair.org

Contractor:

Grand Island Fire Dept.
PO Box 1968 / 100 East First Street
Grand Island, NE 68801
p) 308.385.5444 ext. 229
Contact: Cory Schmidt
p) 308-385-5423 e) corys@grandisland.com

PURPOSE and CONTRACT DOCUMENTS

The purpose of this agreement is for Contractor to provide Emergency Medical Response service August 26 – September 5, 2022 as agreed upon by both parties, stated here. Documents are being defined as the "Service Agreement, Addendum A and Addendum B. The terms contained in Addendum A and B are incorporated into the Service Agreement as if fully set forth herein, are essential terms and are binding upon Contractor."

TERMS

The work shall be performed at Fonner Park, Grand Island, NE, home of Nebraska State Fair. The term of the agreement shall begin August 26, 2022 and end September 5, 2022. Contractor shall report to the Executive Director for the term of this agreement.

DESCRIPTION OF SERVICES

Responsibilities and deliverables for Contractor and Nebraska State Fair are outlined in Addendum A. Any changes in service needs shall require a separate, signed addendum dated and signed by both parties.

COMPENSATION

In exchange for services identified in Addendum A, Contractor shall be paid by NSF a flat sum of \$30,550.00. Payment shall be provided in full when all services are completed. Payment will be made on or about September 9, 2022.

INTELLECTUAL PROPERTY

All services performed (creations, materials, ideas, brands, and other intellectual property) which are developed by Contractor for NSF under terms of this agreement shall belong exclusively to NSF. NSF shall be the sole owner of all copyrights, patents, etc. developed from this agreement with right to change, edit, sell or distribute to anyone.

HOLD HARMLESS

The State Fair agrees to indemnify the City and hold the City harmless from any and all claims, demands, actions, damages, liability, and expense in connection with loss of life, personal injury, and/or damage to property caused by any act, omission, of the State Fair or its subcontractors, agents, or employees. The City agrees to indemnify the State Fair and hold the State Fair harmless from any and all claims, demands, actions, damages, liability, and expense in connection with loss of life, personal injury, and/or damage to property caused by act or omission of the City or its contractors, agents, or employees. The

indemnification provided in this paragraph does not affect the State Fair's limitations of liability set forth in other paragraphs of this agreement.

SEVERABILITY & NONPERFORMANCE

Both parties reserve the right to terminate the agreement for any reason. Termination of this agreement requires a written notice to either party. NSF reserves the right to immediately terminate Contractor for nonperformance, as determined in the sole discretion of NSF, of any portion of this agreement.

INSURANCE

Contractor is required to obtain the required insurance coverages for this agreement. See Addendum B.

Signature, Contractor

Date

Jaime Parr

Signature, Nebraska State Fair

07/14/2022

Date

Stacy R. Winkler
Interim City Attorney

ADDENDUM A

Purpose Statement:

Contractor's chief responsibility is to provide First Aid Response and transport service for Nebraska State Fair.

The Contractor will:

1. Provide daily Emergency Crew (1 EMT, 1 Paramedic) on-site from 8am-midnight daily and a second Emergency Crew from noon – 8:00pm daily, (time may be adjusted with NSF Executive team) August 26 through September 5, 2022. Plus, Contractor will provide a third Emergency Crew or firetruck with Emergency Crew for standbys, as requested in #2.
2. Special Events that require **Standby Ambulance** and Emergency Crew include:
 - a. Bull Fighting tentatively 7 – 9:30 PM Friday, August 26 (Five Pints Bank ARENA).
 - b. Indian Relay Races on Saturday and Sunday, tentatively 2:00 – 4:00 PM, August 27 and 28 (Anderson Field – Service set up in the INFIELD of the track please).
 - c. Antique Tractor Pull tentatively 9:00 AM – 2:00 PM on Monday, Aug 29 (East Entertainment Area – NORTH of the Q Barn).
 - d. Ranch Rodeo tentatively 4-6:00 PM Sunday, September 3 (US Foods Open Air Arena).
 - e. High School Rodeo on Monday, September 5 (US Foods Open Air Arena)
 - f. Tractor Pull on tentatively 5 – 9:00 PM Sunday, September 4 (Anderson Field)
 - g. Demolition Derby tentatively 2:00 PM – 5:00 PM on Monday, September 5 (Anderson Field)
3. Other large gatherings that do **not** require standby Medical Team:
 - a. Nebraska's Largest Classroom – Grade School Classrooms on Grounds Friday (8/26) Tuesday (8/30), Wednesday (8/31).
 - b. Older NE Day Concert HEC on Monday, Aug 29 at 2:00pm – capacity around 5000 (HEC)
 - c. Outdoor Concerts – Anderson Field on Wednesday, Thursday, Friday, Saturday, August 31 and September 1, 2, 3. Anticipated capacity is to be approved for up to 10,000.
4. Ambulances will be spotted in a central location on the Fonner Park grounds.
5. Consult with Executive Director and/or Deputy ED regarding schedule planning, necessary changes or adaptations.
6. Provide proactive service abiding by the laws of the State of Nebraska and Nebraska State Fair rules and regulations.
7. Work closely with the Deputy ED on scheduling needs.
8. Provide the Executive Director with daily reports as well as a final report of all First Aid Response activity.
9. Attend daily Team Gatherings tentatively scheduled 8am each day of State Fair (2nd Floor of Admin at Board Room)
10. Provide (1) - "Gator" type UTV equipped with secure backboard transport capability.

Nebraska State Fair will:

1. Provide all necessary gate admission and parking for Emergency Service Providers: Anticipated need is for six (6) Gate Admission credentials for working GIFFD Personnel and Inspector(s).
2. Provide Emergency vehicle ingress and egress to assist with patron care.
3. Allow Inspectors to travel on bicycle or GIFFD provided golf cart to fulfill inspection duties.
4. One (1) UTV (Gator/Kubota/etc.) for Emergency Crew to install their universal transport insert.
5. Make sincere effort to have two (2) golf carts available for regular use by City inspectors as needed, NOT expected to be a daily need.
6. No other compensation shall be provided.

ADDENDUM B

Contractors need to make evident certificates of the following minimum coverages. Such certificates shall be included with the hotel proposal:

- Workers' Compensation insurance meeting the statutory requirements of the State of Nebraska
- Employers' Liability insurance providing limits of liability in the following amounts:
 - ◆ Bodily injury by accident: \$100,000 each accident
 - ◆ Bodily injury by disease: \$500,000 policy limit
 - ◆ Bodily injury by disease: \$100,000 each employee
- Commercial General Liability insurance providing limits of liability in the following amounts, with aggregates applying separately on a "per project" basis:
 - ◆ General aggregate: \$1,000,000
 - ◆ Product/completed operations aggregate: \$1,000,000
 - ◆ Personal and advertising injury liability: \$1,000,000
 - ◆ Per occurrence: \$1,000,000
 - ◆ Fire legal liability: \$50,000

If the Contractor does not carry its own required insurance coverage or fails to return proof of such by the due date, Nebraska State Fair may at its option obtain through an insurance carrier the necessary coverages noted by this agreement. The expense of this coverage will be billed to the Contractor. Nebraska State Fair Board is listed as additional insureds as respects insured's operations.

LIABILITY

The Contractor agrees to hold Nebraska State Fair Board (legal entities, employees, board members and thereof) harmless from any liability, cost or expense in connection with or growing out of any claim whatsoever for injury, loss or damage to person and/or property at activities involved with this agreement in or upon the NSF premises, its facilities and appurtenances OR any transportation of persons, property or items in any way related to NSF.

I acknowledge that I have read the above insurance and liability requirements and acknowledge my organization's responsibility as such.

Print Name

Signature

Date

Stacy R. Winkler
Interim City Attorney

RESOLUTION 2022-183

WHEREAS, Grand Island has been home to the Nebraska State Fair since 2010; and

WHEREAS, more than 300,000 people visit the Nebraska State Fair each year; and

WHEREAS, the Nebraska State Fair wishes to enter into a service agreement with the Grand Island Fire Department for onsite, emergency medical services; and

WHEREAS, the Grand Island Fire Department will be compensated \$30,550 in exchange for providing emergency medical service at the 2022 Nebraska State Fair.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, move to approve the service agreement between the Nebraska State Fair and the City of Grand Island Fire Department for emergency medical services.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, July 26, 2022.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
July 22, 2022	☐ City Attorney



City of Grand Island

Tuesday, July 26, 2022

Council Session

Item G-7

**#2022-184 - Approving Bid Award for Annual Supply of Road
Deicing Salt 2022-2023**

Staff Contact: Keith Kurz PE, Interim Public Works Director

Council Agenda Memo

From: Shannon Callahan, Streets Superintendent

Meeting: July 26, 2022

Subject: Approving Bid Award for Annual Supply of Road Deicing Salt 2022-2023

Presenter(s): Keith Kurz PE, Interim Public Works Director

Background

The City of Grand Island Streets Division uses granular road salt and other granular products to treat icy roadway conditions during the winter months. The salt storage facility, "Salt Dome", is capable of holding 900 Tons of bulk deicing material. Average annual tonnage of road deicing chemicals used by the City ranges between 1,000 tons and 1,500 tons. The storage facility is filled to maximum capacity after winter and kept as full as possible during the winter months.

In the past, a line item for two (2) separate times of year conditions, off-peak season (May 1-August 1) and peak season (September 1-April 1) would be part of the bid. Due to the weather this winter the salt storage facility is currently full and therefore only prices for peak season were requested.

Another difference in this year's bid specifications is the addition of a fuel cost adjustment for the delivered salt. Due to current fuel price volatility, adjustments in pricing, both upward and downward, will be required to offset changes in the cost of fuel. The process utilized is in line with the process followed by the Nebraska Department of Transportation on their roadway salt purchase contracts.

Discussion

Bids were advertised on June 17, 2022 and sent to four (4) potential bidders. Three (3) bids were received and opened on July 6, 2022. Below is the bid award recommendation.

Annual Supply of Road Deicing Chemicals
Bid Award Recommendation

Deicing Chemical, Condition	Date Range	Vendor	Unit Price
ROAD SALT, PEAK	Sept 1-Apr 30	Blackstrap, Inc. of Neligh, NE	\$55.60 per ton

*bid price was to be based on fuel cost of \$5.23/gallon.

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 Annual Supply of Road Deicing Salt 2022-2023 according to the bid award recommendation.

Sample Motion

Move to approve the purchase of the Annual Supply of Road Deicing Salt 2022-2023 according to the bid award recommendation.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: July 6, 2022 at 2:00 p.m.
FOR: Annual Supply of Road Deicing Salt 2022-2023
DEPARTMENT: Public Works
ESTIMATE: \$85.00 per ton
FUND/ACCOUNT: 21033502-85535
PUBLICATION DATE: June 17, 2022
NO. POTENTIAL BIDDERS: 4

SUMMARY

Bidder:	<u>Blackstrap, Inc.</u> Neligh, NE	<u>NSG Logistics, LLC</u> Gothenburg, NE
Exceptions:	None	None
Bid Price:		
Road Salt, Peak:	\$55.60	\$58.93
Bidder:	<u>Central Salt, LLC</u> Lyons, KS	
Exceptions:	None	
Bid Price:		
Road Salt, Peak:	\$56.44	

cc: Keith Kurz, Interim Public Works Director
Jerry Janulewicz, City Administrator
Stacy Nonhof, Purchasing Agent

Catrina DeLosh, PW Admin. Assist.
Patrick Brown, Finance Director
Shannon Callahan, Street Superintendent

P2381

R E S O L U T I O N 2022-184

WHEREAS, the City of Grand Island invited sealed bids for furnishing Annual Supply of Road Deicing Salt 2022-2023, according to plans and specifications on file with the Public Works Department; and

WHEREAS, on June 17, 2022 bids were received, opened and reviewed; and,

WHEREAS, three (3) vendors submitted responsible bids within the bid specifications.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the below bid line items, are hereby approved;

Deicing Chemical, Condition	Date Range	Vendor	Unit Price
ROAD SALT, PEAK	Sept 1-Apr 30	Blackstrap, Inc. of Neligh, NE	\$55.60 per ton

*bid price was to be based on fuel cost of \$5.23/gallon

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, July 26, 2022.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form <input type="checkbox"/> _____ July 22, 2022 <input type="checkbox"/> City Attorney
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City of Grand Island

Tuesday, July 26, 2022

Council Session

Item G-8

#2022-185 - Approving Change Order No. 1 for Moores Creek Storm Sewer Improvements; Project No. 2021-D-2(B)

Staff Contact: Keith Kurz PE, Interim Public Works Director

Council Agenda Memo

From: Keith Kurz PE, Interim Public Works Director

Meeting: July 26, 2022

Subject: Approving Change Order No. 1 for Moores Creek Storm Sewer Improvements; Project No. 2021-D-2(B)

Presenter(s): Keith Kurz PE, Interim Public Works Director

Background

Mid Nebraska Land Developers, LLC of Aurora, Nebraska was awarded a \$146,420.35 contract on April 26, 2022, via Resolution No. 2022-118, for Moores Creek Storm Sewer Improvements; Project No. 2021-D-2(B).

This project consists of a detention cell on the southwest corner of Old Potash Highway north Road.

Discussion

In addition to Moores Creek Storm Sewer Improvements; Project No. 2021-D-2(B), Mid Nebraska Land Developers, LLC was subcontracted by Elsbury Construction, LLC to perform dirt work on the Capital Avenue Roadway Improvements; Project No. 2020-P-1 and North Road Roadway Improvements, Project No. 2019-P-6. With the sensitive nature of having closures on Capital Avenue and North Road, which are major thoroughfares in the City, Mid Nebraska Land Developers, LLC was directed to prioritize the roadway project, which in turn created delays on the drainage project.

Original completion date was set at June 1, 2022, with a request to extend this to September 30, 2022. There will not be any contract amount modification with this change order.

Alternatives

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

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

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

Recommendation

City Administration recommends that the Council approve extending the completion date to September 30, 2022, as noted in Change Order No. 1.

Sample Motion

Move to approve the resolution.

RESOLUTION 2022-185

WHEREAS, on April 26, 2022, via Resolution 2022-118, the City of Grand Island awarded Mid Nebraska Land Developers, LLC of Aurora, Nebraska the bid in the amount of \$146,420.35 for Moores Creek Storm Sewer Improvements; Project No. 2021-D-2(B); and

WHEREAS, the completion of such project has been delayed due to workload of the contractor on other City projects of a higher priority; and

WHEREAS, Mid Nebraska Land Developers, LLC has requested an extension from June 1, 2022 to September 30, 2022 in order to complete the project; and

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

WEREAS, the Public Works Department supports such contract extension.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor be, and hereby is, authorized and directed to execute Change Order No. 1 between the City of Grand Island and Mid Nebraska Land Developers, LLC of Aurora, Nebraska to provide the requested time extension for Moores Creek Storm Sewer Improvements; Project No. 2021-D-2(B).

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, July 26, 2022.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	▣ _____
July 22, 2022	▣ City Attorney



City of Grand Island

Tuesday, July 26, 2022

Council Session

Item G-9

**#2022-186 - Approving Bid Award for Lift Station No. 17
Improvements; Project No. 2021-S-9**

Staff Contact: Keith Kurz PE, Interim Public Works Director

Council Agenda Memo

From: Keith Kurz PE, Interim Public Works Director

Meeting: July 26, 2022

Subject: Approving Bid Award for Lift Station No. 17 Improvements;
Project No. 2021-S-9

Presenter(s): Keith Kurz PE, Interim Public Works Director

Background

Lift Station No. 17 Improvements; Project No. 2021-S-9 is for the relocation and construction of a new sanitary sewer lift station that will replace the existing lift station which is currently located north of the intersection of South Locust Street and Exchange Road, on the west side of South Locust Street. Due to lack of space, the replacement lift station would more than likely go on the east side of South Locust Street. Along with a new lift station, new force main will need to be installed such that the discharge location will outlet to manhole 287 just east of the existing lift station. Also included will be the associated paving, sidewalk, traffic control and all other items needed to complete the project.

On June 7, 2022 the Engineering Division of the Public Works Department advertised for bids for Lift Station No. 17 Improvements; Project No. 2021-S-9.

Discussion

Two (2) bids were received and opened on June 30, 2022. The Engineering Division of the Public Works Department and the Purchasing Division of the City's Attorney's Office have reviewed the bids that were received. A summary of the bids is shown below.

<i>BID SECTION</i>	<i>BASE BID</i>
The Diamond Engineering Company, Grand Island, NE	\$1,621,703.47
Myers Construction, Inc. of Broken Bow, NE	\$1,985,975.75

Public Works Engineering staff has negotiated with the low bidder to come up with several cost saving options. After value engineering the project the revised construction cost with The Diamond Engineering Company is \$1,574,703.47.

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 \$1,574,703.47.

Sample Motion

Move to approve the bid award.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: June 30, 2022 at 2:00 p.m.

FOR: Lift Station No. 17 Improvements; Project 2021-S-9

DEPARTMENT: Public Works

ESTIMATE: \$1,500,000.00

FUND/ACCOUNT: 53030055

PUBLICATION DATE: June 7, 2022

NO. POTENTIAL BIDDERS: 11

SUMMARY

Bidder:	<u>Diamond Engineering Co.</u> Grand Island, NE	<u>Myers Construction Inc.</u> Broken Bow, NE
Bid Security:	Universal Surety Co.	United Fire & Casualty Co.
Exceptions:	None	None
Bid Price:	\$1,621,703.47	\$1,985,975.75

cc: Keith Kurz, Interim Public Works Director
Jerry Janulewicz, City Administrator
Stacy Nonhof, Purchasing Agent

Catrina DeLosh, PW Admin. Coordinator
Patrick Brown, Finance Director

P2378

RESOLUTION 2022-186

WHEREAS, the City of Grand Island invited sealed bids for Lift Station No. 17 Improvements; Project No. 2021-S-9, according to plans and specifications on file with the Public Works Department; and

WHEREAS, on June 30, 2022 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 \$1,574,703.47.

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 \$1,574,703.47 for Lift Station No. 17 Improvements; Project No. 2021-S-9 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, July 26, 2022.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
July 22, 2022	☐ City Attorney



City of Grand Island

Tuesday, July 26, 2022

Council Session

Item G-10

#2022-187 - Approving Amendment No. 1 to Engineering Consulting Services for Lift Station No. 17 Improvements; Project No. 2021-S-9

Staff Contact: Keith Kurz PE, Interim Public Works Director

Council Agenda Memo

From: Keith Kurz PE, Interim Public Works Director

Meeting: July 26, 2022

Subject: Approving Amendment No. 1 to Engineering Consulting Services for Lift Station No. 17 Improvements; Project No. 2021-S-9

Presenter(s): Keith Kurz PE, Interim Public Works Director

Background

Lift Station No. 17 Improvements; Project No. 2021-S-9 is for the relocation and construction of a new sanitary sewer lift station that will replace the existing lift station which is currently located north of the intersection of South Locust Street and Exchange Road, on the west side of South Locust Street. Due to lack of space, the replacement lift station would more than likely go on the east side of South Locust Street. Along with a new lift station, new force main will need to be installed such that the discharge location will outlet to manhole 287 just east of the existing lift station. Also included will be the associated paving, sidewalk, traffic control and all other items needed to complete the project.

On June 8, 2021, via Resolution No. 2021-132, City Council approved an agreement with Olsson, Inc. of Grand Island, Nebraska in the amount of \$121,000.00 for Lift Station No. 17 Improvements; Project No. 2021-S-9.

Discussion

To allow for construction phase services and project closeout of Lift Station No. 17 Improvements; Project No. 2021-S-9 Amendment No. 1 to the original agreement with Olsson, Inc. is being requested. This amendment will be in the amount of \$140,300.00 for a revised agreement of \$261,300.00.

Alternatives

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

1. Move to approve

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

Recommendation

City Administration recommends that the Council approve Amendment No. 1 to the original agreement with Olsson, Inc. of Grand Island, Nebraska, in the amount of \$140,300.00.

Sample Motion

Move to approve the resolution.

RESOLUTION 2022-187

WHEREAS, on June 8, 2021, via Resolution No. 2021-132, City Council approved an agreement with Olsson, Inc. of Grand Island, Nebraska in the amount of \$121,000.00 for Lift Station No. 17 Improvements; Project No. 2021-S-9; and

WHEREAS, the original agreement is now being amended to allow for construction phase services and project closeout; and

WHEREAS, such amendment is in the amount of \$140,300.00, for a revised agreement amount of \$261,300.00; and

WHEREAS, Amendment No. 1 to the original agreement with Olsson, Inc. of Grand Island, Nebraska is required to proceed with this project.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that Amendment No. 1 with Olsson, Inc. of Grand Island, Nebraska for engineering consulting services related to Lift Station No. 17 Improvements; Project No. 2021-S-9 is hereby approved.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, July 26, 2022.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	by _____
July 22, 2022	City Attorney



City of Grand Island

Tuesday, July 26, 2022

Council Session

Item G-11

**#2022-188 - Approving Change Order No. 2 for Central Nebraska
Regional Airport Sanitary Sewer Collection System Rehabilitation;
Project No. 2017-S-4**

Staff Contact: Keith Kurz PE, Interim Public Works Director

Council Agenda Memo

From: Keith Kurz PE, Interim Public Works Director

Meeting: July 26, 2022

Subject: Approving Change Order No. 2 for Central Nebraska Regional Airport Sanitary Sewer Collection System Rehabilitation; Project No. 2017-S-4

Presenter(s): Keith Kurz PE, Interim Public Works Director

Background

S.J. Louis Construction, Inc. of Rockville, Minnesota was awarded a \$6,130,000.00 contract on November 9, 2021, via Resolution No. 2021-321, for the Central Nebraska Regional Airport Sanitary Sewer Collection System Rehabilitation; Project No. 2017-S-4.

On May 24, 2022, via Resolution No. 2022-139 City Council approved Change Order No. 1 for the Central Nebraska Regional Airport Sanitary Sewer Collection System Rehabilitation; Project No. 2017-S-4 to address the need for additional 10" PVC sanitary sewer pipe to make future expansion less disruptive and not as close to the proposed lift station, the addition of several manholes due to a condition in the field that was not discovered during design, and the option of using high early concrete pavement repair that would allow the pavement to be driven on sooner.

The cost associated with Change Order No. 1 was a total of \$64,994.50, resulting in a revised contract amount of \$6,194,994.50.

Discussion

Change Order No. 2 for the Central Nebraska Regional Airport Sanitary Sewer Collection System Rehabilitation; Project No. 2017-S-4 is requested to address removal and replacement of storm sewer pipe, as the deteriorated condition prevents the reinstallation of such; removal and reinstallation of security fencing in accordance with Airport Authority requirements; and additional work necessary to remove and replace existing pavement which is in excess of 8-inches in thickness.

The cost associated with Change Order No. 2 is a total of \$133,907.22, resulting in a revised contract amount of \$6,328,901.72.

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. 2 for the Central Nebraska Regional Airport Sanitary Sewer Collection System Rehabilitation; Project No. 2017-S-4 with S.J. Louis Construction, Inc. of Rockville, Minnesota.

Sample Motion

Move to approve the resolution.



CHANGE ORDER NO. 2

PROJECT: Central Nebraska Regional Airport Sanitary Sewer Collection System Rehabilitation; Project No. 2017-S-4

CONTRACTOR: S.J. Louis Construction, Inc.

AMOUNT OF CONTRACT: \$6,130,000.00

CONTRACT DATE: December 6, 2021

Address removal and replacement of storm sewer pipe, as the deteriorated condition prevents the reinstallation of such; removal and reinstallation of security fencing in accordance with Airport Authority requirements; and additional work necessary to remove and replace existing pavement which is in excess of 8-inches in thickness

<i>Item No.</i>	<i>Description</i>	<i>Quantity</i>	<i>Unit</i>	<i>Unit Price</i>	<i>Total Price</i>
CO2-1	Remove and Replace 15" CMP	56.00	LF	\$ 57.29	\$ 3,208.24
CO2-2	Remove and Replace 18" CMP	48.00	LF	\$ 53.59	\$ 2,572.32
CO2-3	Remove and Replace 12" RCP	48.00	LF	\$ 57.90	\$ 2,779.20
CO2-4	Remove and Replace 18" RCP	80.00	LF	\$ 64.49	\$ 5,159.20
CO2-4	Remove and Replace 24" RCP	304.00	LF	\$ 66.44	\$ 20,197.76
CO2-5	Chain Link Fence- S Side of Mirage St, E of Sky Park Rd	350.00	LF	\$ 96.00	\$ 33,600.00
CO2-6	Mobilization- Subcontractor- Saw Cutting Machine	17.00	EA	\$ 2,392.00	\$ 40,664.00
CO2-7	Saw Cutting- Subcontractor- 8"+ Thickness	1,150	LF	\$ 14.91	\$ 17,146.50
CO2-8	Water Tank & Pumps- Subcontractor	34.00	EA	\$ 195.00	\$ 6,630.00
CO2-10	Minimum Cost of Cut per Mobilization	2.00	EA	\$ 975.00	\$ 1,950.00
Change Order No. 2 Total =					\$133,907.22

Original Contract Price \$6,130,000.00

Net Increase Resulting from Change Order No. 1 \$ 64,994.50

Net Increase Resulting from this Change Order..... \$ 133,907.22

Revised Contract Price Including this Change Order...
\$6,328,901.72

The Above Change Order Accepted

S.J. LOUIS CONSTRUCTION, INC.

By _____ Date _____

Approval Recommended:

By _____
Keith Kurz PE, Interim Public Works Director/City Engineer

Date _____

Approved for the City of Grand Island, Nebraska

By _____ Mayor

Date _____

Attest _____
City Clerk

RESOLUTION 2022-188

WHEREAS, on November 9, 2021, via Resolution No.2021-321, the City of Grand Island awarded S.J. Louis Construction, Inc. of Rockville, Minnesota the bid in the amount of \$6,130,000.00 for the Central Nebraska Regional Airport Sanitary Sewer Collection System Rehabilitation; Project No. 2017-S-4; and

WHEREAS, On May 24, 2022, via Resolution No. 2022-139 City Council approved Change Order No. 1 to address the need for additional 10" PVC sanitary sewer pipe to make future expansion less disruptive and not as close to the proposed lift station, the addition of several manholes due to a condition in the field that was not discovered during design, and the option of using high early concrete pavement repair that would allow the pavement to be driven on sooner; and

WHEREAS, the cost associated with Change Order No. 1 was a total of \$64,994.50, resulting in a revised contract amount of \$6,194,994.50; and

WHEREAS, it has been determined that modifications are necessary to complete such project; and

WHEREAS, such modifications have been incorporated into Change Order No. 2; and

WHEREAS, the cost associated with such change order is \$133,907.22, resulting in a revised contract amount of \$6,328,901.72.

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. 2, at a cost of \$133,907.22 between the City of Grand Island and S.J. Louis Construction, Inc. of Rockville, Minnesota to provide the modifications.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, July 26, 2022.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	by _____
July 22, 2022	City Attorney



City of Grand Island

Tuesday, July 26, 2022

Council Session

Item G-12

#2022-189 - Approving Bid Award for Mowing at the Wastewater Treatment Plant

Staff Contact: Keith Kurz PE, Interim Public Works Director

Council Agenda Memo

From: Matt Walker PE, Assistant Public Works Director- Wastewater

Meeting: July 26, 2022

Subject: Approving Bid Award for Mowing at the Wastewater Treatment Plant

Presenter(s): Keith Kurz PE, Interim Public Works Director

Background

On July 3, 2022 the Wastewater Division of the Public Works Department advertised for bids for mowing at the Wastewater Treatment Plant, including equipment and labor. There were seven (7) potential bidders.

Discussion

Two (2) bids were received and opened on July 20, 2022. The Wastewater Division of the Public Works Department and the Purchasing Division of the City Attorney's Office reviewed the bids that were received. The bid is shown below.

<i>BIDDER</i>	<i>BID</i>
AB Service and Repair, LLC of Grand Island, NE	\$1,400.00 per mowing
GMP Fertilizing & Lawncare of Grand Island, NE	\$1,400.00 per mowing

The expected mowing frequency is weekly through the growing season, with 28 yearly mowings, estimated for a total of \$39,200.00 per year.

Wastewater staff is recommending the bid award to AB Service and Repair, LLC based on them listing their experience in their bid submittal, with GMP Fertilizing & Lawncare not listing any. One of the references for AB Service and Repair, LLC is the Street Division, which is currently utilizing their services with a good experience. Two (2) additional references of AB Service and Repair, LLC were also contacted and gave positive recommendations.

By contracting the lawn maintenance for the Wastewater Treatment Plant staff would be able to focus on their core function of maintaining the plant buildings and equipment and the City's lift stations. In the past this work has been performed by a Maintenance Mechanic, supplemented by a seasonal worker.

Seasonal staff has been hired in the past to mow at the Wastewater Treatment Plant, however that has created challenges with additional management overhead, a high worker's compensation claim, and seasonal employees filing for unemployment. The latest challenge is the lack of applicants for the seasonal mowing position, as there were none this year.

Alternatives

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

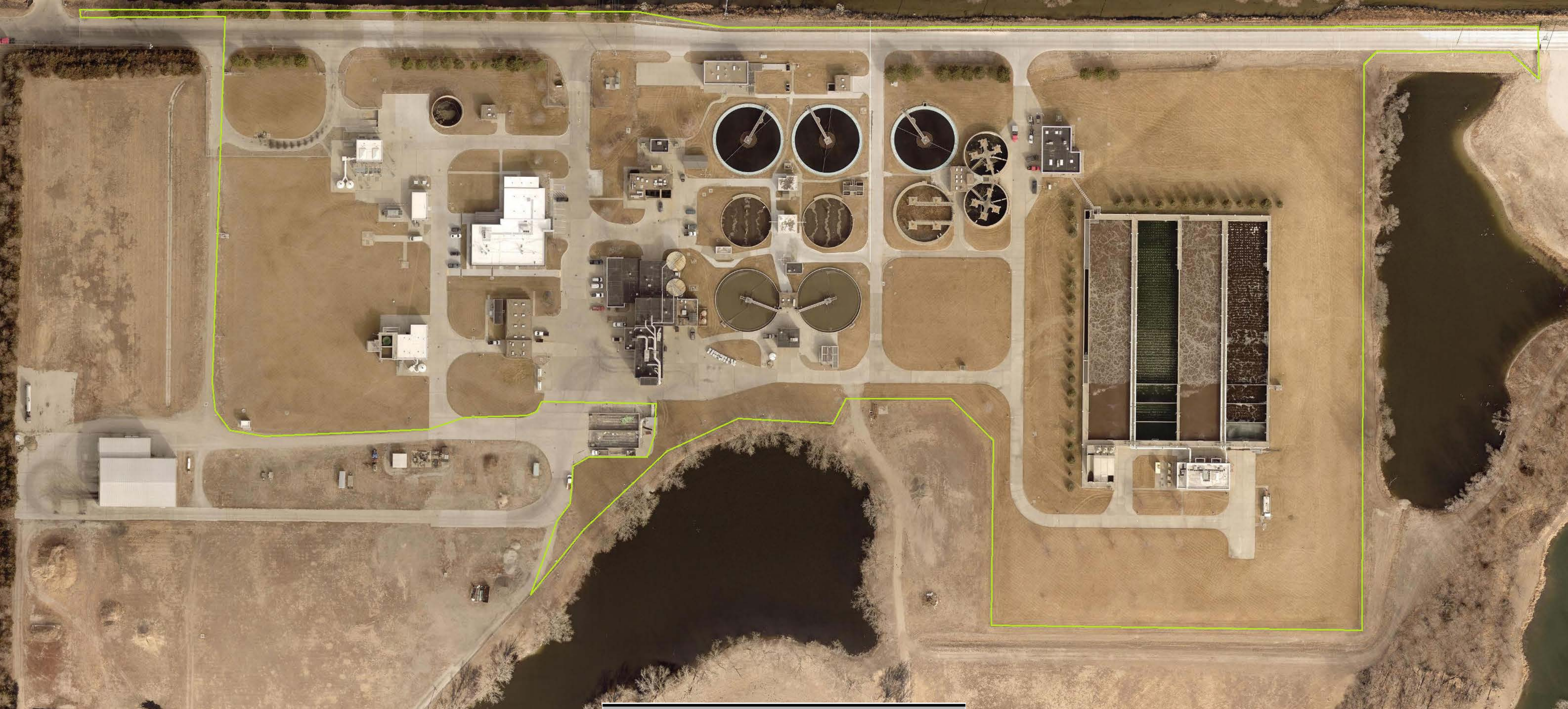
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council approve awarding the contract for Mowing at the Wastewater Treatment Plant to AB Service and Repair, LLC of Grand Island, Nebraska.

Sample Motion

Move to approve the resolution.





Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: July 20, 2022 at 2:30 p.m.
FOR: Wastewater Treatment Plant Mowing (Rebid)
DEPARTMENT: Public Works
ESTIMATE: \$3,500.00 per each mowing
FUND/ACCOUNT: 53030001
PUBLICATION DATE: July 3, 2022
NO. POTENTIAL BIDDERS: 7

SUMMARY

Bidder:	<u>GMP Fertilizing & Lawn Care</u> Grand Island, NE	<u>AB Service & Repair, LLC</u> Grand Island, NE
Bid Security:	Auto-Owners Insurance Co.	Cashier's Check
Bid Price:	\$1,400.00	\$1,400.00

cc: Keith Kurz, Interim Public Works Director
Jerry Janulewicz, City Administrator
Stacy Nonhof, Purchasing Agent

Catrina DeLosh, PW Admin. Coordinator
Patrick Brown, Finance Director
Matt Walker, Assist. PW Director - WWTP

P2386

RESOLUTION 2022-189

WHEREAS, the City of Grand Island invited sealed bids for mowing at the Wastewater Treatment Plant, according to specifications on file in the office of the Public Works Department; and

WHEREAS, on July 20, 2002, two (2) bids were received, and opened and reviewed; and

WHEREAS, AB Service and Repair, LLC of Grand Island, Nebraska, submitted a bid in accordance with terms of the advertisement of the specifications and all other statutory requirements contained therein, such bid being in the amount of \$1,400.00 per mowing; and

WHEREAS, the City will have the option to renew the contract on an annual basis, up to a total of five (5) years.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of AB Service and Repair, LLC of Grand Island, Nebraska for Mowing at the Wastewater Treatment Plant is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, July 26, 2022.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
July 22, 2022	☐ City Attorney



City of Grand Island

Tuesday, July 26, 2022

Council Session

Item G-13

#2022-190 - Approving Change Order No. 1 for Eddy Street Underpass Rehabilitation; Project No. 2019-U-1

Staff Contact: Keith Kurz PE, Interim Public Works Director

Council Agenda Memo

From: Keith Kurz PE, Interim Public Works Director

Meeting: July 26, 2022

Subject: Approving Change Order No. 1 for Eddy Street Underpass Rehabilitation; Project No. 2019-U-1

Presenter(s): Keith Kurz PE, Interim Public Works Director

Background

The Diamond Engineering Company of Grand Island, Nebraska was awarded a \$1,341,464.90 contract on October 26, 2021, via Resolution No. 2021-298, for the Eddy Street Underpass Rehabilitation; Project No. 2019-U-2.

The Eddy Street underpass was built in 1950 and engineering analysis has identified a number of repairs and replacements which must be implemented to preserve the structure. This includes a number of issues related to the retaining walls, the Mill Drive and North Front Street Bridges, the storm sewer pumping system, as well as installation of bird netting to aid in the reduction of roosting birds.

Discussion

The Diamond Engineering Company is requested Change Order No. 1 for the Eddy Street Underpass Rehabilitation; Project No. 2019-U-1 due to the additional deterioration that occurred since the 2019 evaluation. Change Order No. 1, in the amount of \$74,953.36, will allow for the necessary work to rehabilitate the Eddy Underpass. The revised contract amount of \$1,416,418.26, accounts for Change Order No. 1.

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 with The Diamond Engineering Company of Grand Island, Nebraska in the amount of \$74,953.36 for Eddy Street Underpass Rehabilitation; Project No. 2019-U-1.

Sample Motion

Move to approve the resolution.



CONTRACT TIME EXTENSION

PROJECT: Eddy Street Underpass Rehabilitation; Project No. 2019-U-1

CONTRACTOR: The Diamond Engineering Company

AMOUNT OF CONTRACT: \$1,341,464.90

CONTRACT DATE: October 27, 2021

Address additional deterioration that has occurred since the 2019 evaluation

Item No.	Description	Quantity	Unit	Unit Price	Total Price
CO1-1	Class 47BD-4000 Concrete for Bridge (No. 17)	13.80	CY	\$ 1,504.91	\$20,767.76
CO1-2	Reinforcing Steel for Bridge (No. 18)	2,037.00	LB	\$ 3.14	\$ 6,396.18
CO1-3	Concrete Bridge Deck Repair (No. 20)	6.00	SY	\$ 477.56	\$ 2,865.36
CO1-4	Crack Opoxy Injection (No. 21)	124.00	LF	\$ 81.40	\$10,093.60
CO1-5	Concrete Curb Patching (No. 22)	421.00	LF	\$ 30.78	\$12,958.38
CO1-6	Concrete Wall Patching (No. 23)	183.00	SF	\$ 81.76	\$14,962.08
CO1-7	Remove and Replace Concrete Pavement	60.00	SY	\$ 85.75	\$ 5,145.00
CO1-8	Cost per Inch over 8" Thickness	60.00	SY	\$ 7.75	\$ 465.00
CO1-9	Pavement Sawcut	200.00	LF	\$ 6.50	\$ 1,300.00

Change Order No. 1= \$74,953.36

Contract Price Prior to this Change Order----- \$1,341,464.90

Net Increase Resulting from this Change Order----- \$ 74,953.36

Revised Contract Price Including this Change Order----- \$1,416,418.26

The Above Change Order Accepted:

The Diamond Engineering Company

By _____ Date _____

Approval Recommended:

By _____
Keith Kurz PE, Interim Public Works Director/City Engineer

Date_____

Approved for the City of Grand Island, Nebraska

By _____ Mayor

Date _____

Attest _____
City Clerk

RESOLUTION 2022-190

WHEREAS, on October 26, 2021, via Resolution 2021-298, the City of Grand Island awarded The Diamond Engineering Company of Grand Island, Nebraska the bid in the amount of \$1,341,464.90 for Eddy Street Underpass Rehabilitation; Project No. 2019-U-1; and

WHEREAS, due to additional deterioration that occurred since the 2019 evaluation an amendment to the original contract is requested and has been incorporated into Change Order No. 1; and

WHEREAS, the cost of Change Order No. 1 is \$74,953.36, resulting in a revised contract amount of \$1,416,418.26.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, July 26, 2022.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
July 22, 2022	☐ City Attorney



City of Grand Island

Tuesday, July 26, 2022

Council Session

Item G-14

**#2022-191 - Approving Change Order No. 1 for Moores Creek
Drainage Culvert Extension; Project No. 2021-D-2(A)**

Staff Contact: Keith Kurz PE, Interim Public Works Director

Council Agenda Memo

From: Keith Kurz PE, Interim Public Works Director

Meeting: July 26, 2022

Subject: Approving Change Order No. 1 for Moores Creek Drainage Culvert Extension; Project No. 2021-D-2(A)

Presenter(s): Keith Kurz PE, Interim Public Works Director

Background

The Diamond Engineering Company of Grand Island, Nebraska was awarded a \$267,262.20 contract on January 25, 2022, via Resolution No. 2022-26, for Moores Creek Drainage Culvert Extension; Project No. 2021-D-2(A).

This project consists of the culvert extension of the ditch under Engleman Road near the Grand Island Utilities water storage tower.

Discussion

Due to the amount of debris found during construction of the Moores Creek Drainage Culvert Extension; Project No. 2021-D-2(A). The Diamond Engineering Company is requesting a Change Order to account for the disposal costs and replacement sand, in addition to a fiber duct lowering that was discovered during construction.

The total cost of Change Order No. 1 is \$67,907.19, resulting in a revised contract amount of \$335,169.39.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve Change Order No. 1 with The Diamond Engineering Company for Moores Creek Drainage Culvert Extension; Project No. 2021-D-2(A).

Sample Motion

Move to approve the resolution.



CHANGE ORDER NO. 1

PROJECT: Moores Creek Drainage Culvert Extension; Project No. 2021-D-2(A)

CONTRACTOR: The Diamond Engineering Company

AMOUNT OF CONTRACT: \$267,262.20

CONTRACT DATE: January 26, 2022

Due to the amount of debris found during construction of the Moores Creek Drainage Culvert Extension; Project No. 2021-D-2(A), The Diamond Engineering Company is requesting a Change Order to account for the disposal costs and replacement sand, in addition to a fiber duct lowering that was discovered during construction.

<i>Item No.</i>	<i>Description</i>	<i>Quantity</i>	<i>Unit</i>	<i>Unit Price</i>	<i>Total Price</i>
CO1-1	Hauling Waste Material to the Landfill & Replacement Sand	1.00	LS	\$ 64,072.19	\$ 64,072.19
CO1-2	Fiber Duct Lowering	1.00	LS	\$ 1,640.00	\$ 1,640.00
CO1-3	Gator Wrap	1.00	LS	\$ 1,020.00	\$ 1,020.00
CO1-4	Floor Drain Hookup	1.00	LS	\$ 200.00	\$ 200.00
CO1-5	Relay 18" RCP	1.00	LS	\$ 975.00	\$ 975.00
Change Order No. 1 Total =					\$ 67,907.19

Original Contract Price ----- \$267,262.20

Net Increase Resulting from Change Order No. 1----- \$ 67,907.19

Revised Contract Price ----- \$335,169.39

The Above Change Order Accepted:

The Diamond Engineering Company

By _____ Date _____

Approval Recommended:

By Keith Kurz PE, Interim Public Works Director/City Engineer

Date_____

Approved for the City of Grand Island, Nebraska

By _____
Mayor

Date _____

Attest _____
City Clerk

RESOLUTION 2022-191

WHEREAS, on January 25, 2022, via Resolution 2022-26, the City of Grand Island awarded The Diamond Engineering Company of Grand Island, Nebraska the bid in the amount of \$267,262.20 for Moores Creek Drainage Culvert Extension; Project No. 2021-D-2(A); and

WHEREAS, due to the amount of debris found during construction, in addition to a fiber duct lowered discovered The Diamond Engineering Company has requested Change Order No. 1 in order to complete the project; and

WHEREAS, the cost associated with Change Order No. 1 is \$67,907.19, resulting in a revised contract amount of \$335,169.39.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor be, and hereby is, authorized and directed to execute Change Order No. 1 between the City of Grand Island and The Diamond Engineering Company of Grand Island, Nebraska in the amount of \$67,907.19 for Moores Creek Drainage Culvert Extension; Project No. 2021-D-2(A).

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, July 26, 2022.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	▣ _____
July 22, 2022	▣ City Attorney



City of Grand Island

Tuesday, July 26, 2022

Council Session

Item G-15

#2022-192 - Approving Bid Award for 2022 Sanitary Sewer Rehabilitation; Project No. 2022-S-1

Staff Contact: Keith Kurz PE, Interim Public Works Director

Council Agenda Memo

From: Keith Kurz PE, Interim Public Works Director

Meeting: July 26, 2022

Subject: Approving Bid Award for 2022 Sanitary Sewer Rehabilitation;
Project No. 2022-S-1

Presenter(s): Keith Kurz PE, Interim Public Works Director

Background

The City is taking a proactive approach in rehabilitating sanitary sewer areas prior to any major failures. This project will focus on an area north of the Union Pacific Railroad (UPRR) tracks in the area around Broadwell Avenue and North Front Street. This pipe is primarily clay tile. Spot locations will be evaluated for sanitary sewer rehabilitation, with the thought that cured in place pipe (CIPP) will be the ideal solution as existing pipe segments are mostly within constricted areas, however other solutions may be considered. Manhole rehabilitation may also be completed if needed to reinforce structural integrity.

On June 28, 2022 the Engineering Division of the Public Works Department advertised for bids for 2022 Sanitary Sewer Rehabilitation; Project No. 2022-S-1.

Discussion

Four (4) bids were received and opened on July 19, 2022. The Engineering Division of the Public Works Department and the Purchasing Division of the City's Attorney's Office have reviewed the bids that were received. A summary of the bids is shown below.

<i>BID SECTION</i>	<i>BASE BID</i>
Insituform Technologies USA, LLC of Chesterfield, MO	\$689,558.30
Midlands Contracting, Inc. of Kearney, NE	\$709,768.50
Municipal Pipe Tool Co, LLC of Hudson, IA	\$744,646.15
SAK Construction, LLC of O'Fallon, MO	\$772,808.25

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, Insituform Technologies USA, LLC of Chesterfield, Missouri in the amount of \$689,558.30.

Sample Motion

Move to approve the bid award.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: July 19, 2022 at 2:00 pm
FOR: Sanitary Sewer Rehabilitation 2022; Project No. 2022-S-1
DEPARTMENT: Public Works
ESTIMATE: \$1,010,000.00
FUND/ACCOUNT: 53030055
PUBLICATION DATE: June 28, 2022
NO. POTENTIAL BIDDERS: 15

SUMMARY

Bidder:	<u>Insituform Technologies</u> Chesterfield, MO	<u>SAK Construction, LLC</u> O'Fallon, Mo
Bid Security:	Travelers Casualty & Surety Co.	Travelers Casualty & Surety Co.
Bid Price:	\$689,558.30	\$772,808.25
Bidder:	<u>Midlands Contracting, Inc.</u> Kearney, NE	<u>Municipal Pipe Tool Company</u> Hudson, IA
Bid Security:	Travelers Casualty & Surety Co.	Merchants Bonding Co.
Bid Price:	\$709,768.50	\$744,646.15

cc: Keith Kurz, Interim Public Works Director
Jerry Janulewicz, City Administrator
Stacy Nonhof, Purchasing Agent

Catrina DeLosh, Admin. Asst. Public Works
Patrick Brown, Finance Director

P2384

RESOLUTION 2022-192

WHEREAS, the City of Grand Island invited sealed bids for 2022 Sanitary Sewer Rehabilitation; Project No. 2022-S-1, according to plans and specifications on file with the Public Works Department; and

WHEREAS, on July 19, 2022 bids were received, opened, and reviewed; and

WHEREAS, Insituform Technologies USA, LLC of Chesterfield, Missouri 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 \$689,558.30.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Insituform Technologies USA, LLC of Chesterfield, Missouri in the amount of \$689,558.30 for 2022 Sanitary Sewer Rehabilitation; Project No. 2022-S-1 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, July 26, 2022.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
July 22, 2022	☐ City Attorney



City of Grand Island

Tuesday, July 26, 2022

Council Session

Item G-16

#2022-193 - Approving Dell Computer Equipment Replacements

Staff Contact: Patrick Brown

Council Agenda Memo

From: Patrick Brown, Finance Director

Meeting: July 26, 2022

Subject: Approving Dell Computer Equipment Replacement

Presenter(s): Patrick Brown, Director of Finance

Background

The Information Technology division has scheduled a replacement of aged network Computer equipment for fiscal year 2022.

Discussion

The IT division through the Capital Equipment Fund account 41055001-85620 has \$80,000 budgeted for Computer replacement.

A quote from DELL Technologies through the State of Nebraska contract 14252 OC to purchase 49 desktops, 14 laptops, and 9 docking stations was obtained. The total cost of the equipment per Quote # 3000126693635.1 and 3000126705942.1 is \$77,645.00. The equipment considered for this replacement rotation must be 5 years or older.

Alternatives

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

1. Approve the purchase of \$77,645.00 from DELL Marketing LP
2. Disapprove or /Deny
3. Postpone the issue to a future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council approve the purchase from Nebraska State Contract No. 14252 OC, Vendor DELL Marketing LP in the amount of \$77,645.00 to replace 49 desktops, 14 laptops, and 9 docking stations.

Sample Motion

Move to approve the purchase from DELL Marketing LP, in the amount of \$77,645.00.



A quote for your consideration

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your [Premier page](#), or, if you do not have Premier, use this [Quote to Order](#).

Quote No.	3000126693635.1	Sales Rep	Ronak Patel
Total	\$59,035.00	Phone	(800) 456-3355, 6180259
Customer #	57684	Email	Ronak_Patel1@Dell.com
Quoted On	Jul. 18, 2022	Billing To	ACCOUNTS PAYABLE
Expires by	Jul. 30, 2022		CITY OF GRAND ISLAND
Contract Name	Dell NASPO Computer		PO BOX 1968
Contract Code	Equipment PA - State of NE		GRAND ISLAND, NE 68802-1968
Customer Agreement #	C000000012101		
Deal ID	MNWNC-108 /14252		
	19510540		

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,
Ronak Patel

Shipping Group

Shipping To	Shipping Method
STEPHANIE GOSDA CITY OF GRAND ISLAND 100 E 1ST ST GRAND ISLAND, NE 68801-6023 (308) 389-0167	Standard Delivery

Product	Unit Price	Quantity	Subtotal
OptiPlex 7000 SFF	\$1,000.00	42	\$42,000.00
Dell Latitude 5430 Rugged	\$2,500.00	1	\$2,500.00
Dell Thunderbolt 4 Dock- WD22TB4	\$280.00	1	\$280.00
Dell Latitude 5530	\$1,700.00	6	\$10,200.00
Dell Thunderbolt 4 Dock- WD22TB4	\$280.00	6	\$1,680.00

Precision 3660 Tower	\$2,375.00	1	\$2,375.00
<hr/>			
	Subtotal:		\$59,035.00
	Shipping:		\$0.00
	Environmental Fee:		\$0.00
	Non-Taxable Amount:		\$59,035.00
	Taxable Amount:		\$0.00
	Estimated Tax:		\$0.00
<hr/>			
	Total:		\$59,035.00

Shipping Group Details

Shipping To	Shipping Method
STEPHANIE GOSDA CITY OF GRAND ISLAND 100 E 1ST ST GRAND ISLAND, NE 68801-6023 (308) 389-0167	Standard Delivery

		Quantity	Subtotal
OptiPlex 7000 SFF	\$1,000.00	42	\$42,000.00

Estimated delivery if purchased today:
Aug. 02, 2022
Contract # C000000012101
Customer Agreement # MNWNC-108 /14252

Description	SKU	Unit Price	Quantity	Subtotal
OptiPlex 7000 Small Form Factor	210-BCTG	-	42	-
12th Generation Intel Core i7-12700 (12 Cores/25MB/20T/2.1GHz to 4.9GHz/65W)	338-CCYP	-	42	-
Windows 10 Pro (Includes Windows 11 Pro License) English, French, Spanish	619-AQMP	-	42	-
No Microsoft Office License Included – 30 day Trial Offer Only	658-BCSB	-	42	-
16GB (2x8GB) DDR4 Non-ECC Memory	370-AGFS	-	42	-
M.2 2280 512GB PCIe NVMe Class 40 Solid State Drive	400-BMWH	-	42	-
M.2 22x30 Thermal Pad	412-AAQT	-	42	-
M2X3.5 Screw for SSD/DDPE	773-BBBC	-	42	-
No Additional Hard Drive	401-AANH	-	42	-
NO RAID	817-BBBN	-	42	-
Intel Integrated Graphics	490-BBFG	-	42	-
260 W internal power supply unit (PSU), 85% Efficient, 80 Plus Bronze	329-BGNG	-	42	-
No Power Cord	450-ABHX	-	42	-
DVD+/-RW Bezel	325-BDSH	-	42	-
8x DVD+/-RW 9.5mm Slimline Optical Disk Drive	429-ABFH	-	42	-
CMS Essentials DVD no Media	658-BBTV	-	42	-
SD 4.0 Media Card Reader	385-BBRO	-	42	-
No Wireless LAN Card (no WiFi enablement)	555-BBFO	-	42	-
No Wireless Driver (no WiFi enablement)	340-AFMQ	-	42	-
No Additional Cable	379-BBCY	-	42	-
No PCIe add-in card	492-BBFF	-	42	-
No Additional Add In Cards	382-BBHX	-	42	-
Optional HDMI 2.0b Video Port	382-BBLH	-	42	-
Dell KB216 Wired Keyboard English	580-ADJC	-	42	-
Dell Optical Mouse - MS116 (Black)	570-ABIE	-	42	-
No Cable Cover	325-BCZQ	-	42	-
SupportAssist	525-BBCL	-	42	-
Dell(TM) Digital Delivery Cirrus Client	640-BBLW	-	42	-

Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	658-BBMR	-	42	-
Waves Maxx Audio	658-BBRB	-	42	-
Dell SupportAssist OS Recovery Tool	658-BEOK	-	42	-
Dell Optimizer	658-BEQP	-	42	-
IRST Driver	658-BFKI	-	42	-
ENERGY STAR Qualified	387-BBLW	-	42	-
Dell Watchdog Timer	379-BESJ	-	42	-
Quick Start Guide	340-CYKU	-	42	-
Trusted Platform Module (Discrete TPM Enabled)	329-BBJL	-	42	-
Shipping Material	340-CQYR	-	42	-
Shipping Label	389-BBUU	-	42	-
Regulatory Label for OptiPlex 7000 SFF 260/300W	389-ECRD	-	42	-
No Hard Drive Bracket, Dell OptiPlex	575-BBKX	-	42	-
Intel Core i7 vPro Enterprise Processor Label	389-EDDR	-	42	-
Desktop BTO Standard shipment	800-BBIO	-	42	-
Custom Configuration	817-BBBB	-	42	-
Internal Speaker	520-AARD	-	42	-
No Additional Network Card Selected (Integrated NIC included)	555-BBJO	-	42	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	42	-
Intel vPro Enterprise	631-ADGI	-	42	-
Dell Limited Hardware Warranty Plus Service	812-3886	-	42	-
Onsite/In-Home Service After Remote Diagnosis 3 Years	812-3887	-	42	-

			Quantity	Subtotal
Dell Latitude 5430 Rugged		\$2,500.00	1	\$2,500.00

Estimated delivery if purchased today:
Aug. 24, 2022
Contract # C000000012101
Customer Agreement # MNWNC-108 /14252

Description	SKU	Unit Price	Quantity	Subtotal
Dell Latitude 5430 Rugged	210-BCFW	-	1	-
Intel Core Processor i7-1185G7, (QC, 3.0 to 4.3 GHz, 28W, vPro)	379-BERR	-	1	-
Windows 10 Pro (Includes Windows 11 Pro License) English, French, Spanish	619-AQMP	-	1	-
No Microsoft Office License Included – 30 day Trial Offer Only	658-BCSB	-	1	-
Intel® Core™ vPro i7-1185G7 with Iris Xe Graphics	338-CCRL	-	1	-
ME Lockout MOD - Manageability	631-ADED	-	1	-
16GB, 2x8GB, 3200 MHz DDR4 Non-ECC	370-AGTH	-	1	-
512GB M.2 PCIe NVMe Class 40 Solid State Drive	400-BMRY	-	1	-
14" Touch 1100 nits WVA FHD (1920 x 1080) 100% sRGB Anti-Glare, Outdoor Viewable	391-BGGI	-	1	-
English US RGB Backlit Sealed Internal keyboard	583-BILF	-	1	-
Intel AX210 WLAN Driver	555-BHCC	-	1	-
Intel AX210 Wireless Card with Bluetooth	555-BHCH	-	1	-

4G DW5821E w/o eSIM WWAN Card Snapdragon X20 LTE for Vrzn (With NMEA GPS Port Support)	556-BCYP	-	1	-
Hot surface warning label	389-ECGC	-	1	-
Primary 3 Cell 53.5 Whr ExpressCharge Capable Battery	451-BCWC	-	1	-
90W 461G Type-C EPEAT Adapter	492-BDEL	-	1	-
No Fingerprint, no Smartcard reader	346-BHQQ	-	1	-
Power Cord 1M US	450-AAEJ	-	1	-
Setup and Features Guide	340-CXCE	-	1	-
Dummy Airbay Cover	325-BEIV	-	1	-
ENERGY STAR Qualified	387-BBPC	-	1	-
Custom Configuration	817-BBBB	-	1	-
Dell Applications for Windows 10	658-BFIO	-	1	-
Mix Ship, Notebook, 5430 Rugged	340-CYJC	-	1	-
Microphone + IR FHD camera; Touch; WLAN/WWAN antennae; Pogo vehicle docking and RF passthrough	319-BBHT	-	1	-
EPEAT 2018 Registered (Silver)	379-BDTO	-	1	-
Dedicated u-blox NEO GPS Card	540-BDCC	-	1	-
Additional USB-A rear port	590-TFHR	-	1	-
Additional TBT/Type-C port	325-BEJZ	-	1	-
Rigid handle	750-ADPK	-	1	-
ProSupport Plus: Next Business Day Onsite, 3 Years	808-6797	-	1	-
Dell Limited Hardware Warranty Initial Year	808-6805	-	1	-
ProSupport Plus: Accidental Damage Service, 3 Years	808-6817	-	1	-
ProSupport Plus: Keep Your Hard Drive, 3 Years	808-6818	-	1	-
ProSupport Plus: 7X24 Technical Support, 3 Years	808-6847	-	1	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115	997-8367	-	1	-

			Quantity	Subtotal
Dell Thunderbolt 4 Dock- WD22TB4	\$280.00		1	\$280.00

Estimated delivery if purchased today:
Aug. 30, 2022
Contract # C000000012101
Customer Agreement # MNWNC-108 /14252

Description	SKU	Unit Price	Quantity	Subtotal
Dell Thunderbolt 4 Dock - WD22TB4	210-BDQH	-	1	-
Advanced Exchange Service, 3 Years	872-8550	-	1	-
Dell Limited Hardware Warranty	872-8557	-	1	-

			Quantity	Subtotal
Dell Latitude 5530	\$1,700.00		6	\$10,200.00

Estimated delivery if purchased today:
Aug. 17, 2022
Contract # C000000012101
Customer Agreement # MNWNC-108 /14252

Description	SKU	Unit Price	Quantity	Subtotal
Dell Latitude 5530 XCTO Base	210-BDLN	-	6	-
12th Generation Intel vPro Enterprise with Intel Core i7-1265U (10 Core, 12 MB Cache, 12 Threads, up to 4.80 GHz)	379-BETU	-	6	-

Windows 10 Pro (Includes Windows 11 Pro License) English, French, Spanish	619-AQMP	-	6	-
No Microsoft Office License Included – 30 day Trial Offer Only	658-BCSB	-	6	-
Assembly Base	338-CDKI	-	6	-
i7-1265U vPro, Intel Iris Xe Graphics, Thunderbolt	338-CDMZ	-	6	-
Intel ME disabled	631-ADFG	-	6	-
16GB, 2x8GB, DDR4 Non-ECC	370-AFVQ	-	6	-
M.2 512GB PCIe NVMe Class 40 Solid State Drive	400-BNKX	-	6	-
15.6" FHD (1920x1080) Anti Glare, Touch, 250 nits, FHD IR Camera, WWAN	391-BGMN	-	6	-
Single Pointing Backlit English US Keyboard with numeric keypad	583-BHBG	-	6	-
Wireless Intel AX211 WLAN Driver	555-BHKF	-	6	-
Intel AX211 WiFi 6e 2x2 AX+ BT 5.2	555-BHHU	-	6	-
41WHR, 3 Cell Battery Long Cycle Life (includes 3 year limited hardware warranty)	451-BCXN	-	6	-
E5 90W Adapter, USB Type-C	492-BDGE	-	6	-
Single Pointing, No Security, Thunderbolt 4	346-BHSU	-	6	-
E5 Power Cord 1M US	537-BBDK	-	6	-
[APCC;BCC;CCC;DAO;EMEA;ICC] Quick setup guide for world wide	340-CYGF	-	6	-
ENERGY STAR Qualified	387-BBPW	-	6	-
Custom Configuration	817-BBBB	-	6	-
SupportAssist	525-BBCL	-	6	-
Dell(TM) Digital Delivery Cirrus Client	640-BBLW	-	6	-
Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	658-BBMR	-	6	-
Waves Maxx Audio	658-BBRB	-	6	-
Dell Power Manager	658-BDVK	-	6	-
Dell SupportAssist OS Recovery Tool	658-BEOK	-	6	-
Dell Optimizer	658-BEQP	-	6	-
Windows PKID Label	658-BFDQ	-	6	-
Mix Model 90W Adapter + ADL CPU	340-CYUZ	-	6	-
FHD/IR Camera, Temporal Noise Reduction, Camera Shutter, Mic	319-BBIE	-	6	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	6	-
Bottom door ADL UMA-U15W L10 TGL UMA L10	321-BHKD	-	6	-
Dell Limited Hardware Warranty Extended Year(s)	975-3461	-	6	-
Dell Limited Hardware Warranty	997-8317	-	6	-
ProSupport Plus: Next Business Day Onsite, 1 Year	997-8366	-	6	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115	997-8367	-	6	-
ProSupport Plus: Keep Your Hard Drive, 5 Years	997-8392	-	6	-
ProSupport Plus: Next Business Day Onsite, 4 Year Extended	997-8393	-	6	-
ProSupport Plus: Accidental Damage Service, 5 Years	997-8394	-	6	-
ProSupport Plus: 7x24 Technical Support, 5 Years	997-8395	-	6	-

		Quantity	Subtotal
Dell Thunderbolt 4 Dock- WD22TB4	\$280.00	6	\$1,680.00
Estimated delivery if purchased today: Aug. 30, 2022 Contract # C000000012101 Customer Agreement # MNWNC-108 /14252			

Description	SKU	Unit Price	Quantity	Subtotal
Dell Thunderbolt 4 Dock - WD22TB4	210-BDQH	-	6	-
Advanced Exchange Service, 3 Years	872-8550	-	6	-
Dell Limited Hardware Warranty	872-8557	-	6	-
			Quantity	Subtotal
Precision 3660 Tower		\$2,375.00	1	\$2,375.00
Estimated delivery if purchased today: Aug. 05, 2022 Contract # C000000012101 Customer Agreement # MNWNC-108 /14252				

Description	SKU	Unit Price	Quantity	Subtotal
Intel Core i7-12700 processor (25MB Cache, 12 Core (8P+4E), 2.1GHz to 4.9GHz (65W)) TDP	338-CDBF	-	1	-
VR Heatsink	412-ABBQ	-	1	-
Windows 10 Pro (Includes Windows 11 Pro License) English, French, Spanish	619-AQMP	-	1	-
No Microsoft Office License Included – 30 day Trial Offer Only	658-BCSB	-	1	-
500W Platinum PSU, DAO	321-BHGG	-	1	-
64GB, 2x32GB, DDR5 up to 4400MHz UDIMM non-ECC memory	370-AGYI	-	1	-
Nvidia RTX A2000, 6GB, 4mDP to DP adapter (Precision 3660T)	490-BHKP	-	1	-
C5 M.2 SSD Boot + 3.5" SATA	449-BBXJ	-	1	-
No SATA RAID	780-BBCJ	-	1	-
512GB PCIe NVMe Class 40 M.2 SSD	400-BNGP	-	1	-
Thermal Pad 3660	412-AAZW	-	1	-
No Hard Drive	400-AKZR	-	1	-
1TB 7200rpm SATA 3.5" HDD	401-ACGO	-	1	-
No Hard Drive	400-AKZR	-	1	-
No Hard Drive	400-AKZR	-	1	-
No Hard Drive	400-AKZR	-	1	-
No Additional Network Card Selected (Integrated NIC included)	555-BBJO	-	1	-
No Wireless LAN Card (no WiFi enablement)	555-BBFO	-	1	-
Optional HDMI 2.0b Video Port	382-BBFI	-	1	-
8x DVD+/-RW 9.5mm Optical Disk Drive	429-ABDW	-	1	-
Bezel ODD	429-ABMR	-	1	-
CMS Essentials DVD no Media	658-BBTV	-	1	-
Intel ME vPRO	631-ADHW	-	1	-
Dell KB216 Wired Keyboard English	580-ADJC	-	1	-
Dell Optical Mouse - MS116 (Black)	570-ABIE	-	1	-
ENERGY STAR Qualified	387-BBLW	-	1	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	1	-

Dell Precision TPM	340-ACBY	-	1	-
Standard CPU Air Cooler	412-ABBU	-	1	-
US Power Cord	450-AH DU	-	1	-
Quick Setup Guide, Precision 3660	340-CYVU	-	1	-
SHIP,PWS,LNK,NO,NO,AMF	340-CBUU	-	1	-
Ship material - EPEAT Certification	340-CZQO	-	1	-
500W Platinum PSU Label	389-EDFT	-	1	-
Intel Core i7 vPro Enterprise Processor Label	389-EDDR	-	1	-
Internal Speaker for Precision 3660	520-AAVW	-	1	-
No External ODD	429-ABGY	-	1	-
No Additional Cable	379-BBCY	-	1	-
SupportAssist	525-BBCL	-	1	-
Dell(TM) Digital Delivery Cirrus Client	640-BBLW	-	1	-
Dell Optimizer for Precision	640-BBSC	-	1	-
Dell Premier Color 6.1	640-BBSN	-	1	-
Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	658-BBMR	-	1	-
Waves Maxx Audio	658-BBRB	-	1	-
Dell SupportAssist OS Recovery Tool	658-BEOK	-	1	-
Intel Rapid Storage Technology Driver, Precision 3660T	409-BCWP	-	1	-
Custom Configuration	817-BBBB	-	1	-
Precision 3660 Tower CTO BASE	210-BCUR	-	1	-
Dell Limited Hardware Warranty Plus Service	997-2808	-	1	-
Onsite/In-Home Service After Remote Diagnosis 3 Years	997-2811	-	1	-

Subtotal:	\$59,035.00
Shipping:	\$0.00
Environmental Fee:	\$0.00
Estimated Tax:	\$0.00
Total:	\$59,035.00

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dell.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringsspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.



A quote for your consideration

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your [Premier page](#), or, if you do not have Premier, use this [Quote to Order](#).

Quote No.	3000126705942.1	Sales Rep	Ronak Patel
Total	\$18,610.00	Phone	(800) 456-3355, 6180259
Customer #	57684	Email	Ronak_Patel1@Dell.com
Quoted On	Jul. 18, 2022	Billing To	ACCOUNTS PAYABLE
Expires by	Jul. 30, 2022		CITY OF GRAND ISLAND
Contract Name	Dell NASPO Computer		PO BOX 1968
Contract Code	Equipment PA - State of NE		GRAND ISLAND, NE 68802-1968
Customer Agreement #	C000000012101		
Deal ID	MNWNC-108 /14252		
	19510540		

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,
Ronak Patel

Shipping Group

Shipping To	Shipping Method
STEPHANIE GOSDA CITY OF GRAND ISLAND 100 E 1ST ST GRAND ISLAND, NE 68801-6023 (308) 389-0167	Standard Delivery

Product	Unit Price	Quantity	Subtotal
Dell Latitude 5530	\$1,650.00	3	\$4,950.00
Dell Latitude 5530	\$1,700.00	2	\$3,400.00
OptiPlex 3000 Micro	\$900.00	7	\$6,300.00
Dell Latitude 5530	\$1,700.00	2	\$3,400.00
Dell Thunderbolt 4 Dock- WD22TB4	\$280.00	2	\$560.00

Subtotal:	\$18,610.00
Shipping:	\$0.00
Environmental Fee:	\$0.00
Non-Taxable Amount:	\$18,610.00
Taxable Amount:	\$0.00
Estimated Tax:	\$0.00

Total:	\$18,610.00
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Shipping Group Details

Shipping To	Shipping Method
STEPHANIE GOSDA CITY OF GRAND ISLAND 100 E 1ST ST GRAND ISLAND, NE 68801-6023 (308) 389-0167	Standard Delivery

	Quantity	Subtotal
Dell Latitude 5530 Estimated delivery if purchased today: Aug. 17, 2022 Contract # C000000012101 Customer Agreement # MNWNC-108 /14252	\$1,650.00 3	\$4,950.00

Description	SKU	Unit Price	Quantity	Subtotal
Dell Latitude 5530 XCTO Base	210-BDLN	-	3	-
12th Generation Intel vPro Enterprise with Intel Core i7-1265U (10 Core, 12 MB Cache, 12 Threads, up to 4.80 GHz)	379-BETU	-	3	-
Windows 10 Pro (Includes Windows 11 Pro License) English, French, Spanish	619-AQMP	-	3	-
No Microsoft Office License Included – 30 day Trial Offer Only	658-BCSB	-	3	-
Assembly Base	338-CDKI	-	3	-
i7-1265U vPro, Intel Iris Xe Graphics, Thunderbolt	338-CDMZ	-	3	-
Intel ME disabled	631-ADFG	-	3	-
16GB, 2x8GB, DDR4 Non-ECC	370-AFVQ	-	3	-
M.2 512GB PCIe NVMe Class 40 Solid State Drive	400-BNKX	-	3	-
15.6" FHD (1920x1080) Anti Glare, Touch, 250 nits, FHD IR Camera, WWAN	391-BGMN	-	3	-
Single Pointing Backlit English US Keyboard with numeric keypad	583-BHBG	-	3	-
Wireless Intel AX211 WLAN Driver	555-BHKF	-	3	-
Intel AX211 WiFi 6e 2x2 AX+ BT 5.2	555-BHHU	-	3	-
41WHR, 3 Cell Battery Long Cycle Life (includes 3 year limited hardware warranty)	451-BCXN	-	3	-
E5 90W Adapter, USB Type-C	492-BDGE	-	3	-
Single Pointing, No Security, Thunderbolt 4	346-BHSU	-	3	-
E5 Power Cord 1M US	537-BBDK	-	3	-
[APCC;BCC;CCC;DAO;EMEA;ICC] Quick setup guide for world wide	340-CYGF	-	3	-
ENERGY STAR Qualified	387-BBPW	-	3	-
Custom Configuration	817-BBBB	-	3	-
SupportAssist	525-BBCL	-	3	-
Dell(TM) Digital Delivery Cirrus Client	640-BBLW	-	3	-
Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	658-BBMR	-	3	-
Waves Maxx Audio	658-BBRB	-	3	-
Dell Power Manager	658-BDVK	-	3	-
Dell SupportAssist OS Recovery Tool	658-BEOK	-	3	-
Dell Optimizer	658-BEQP	-	3	-

Windows PKID Label	658-BFDQ	-	3	-
Mix Model 90W Adapter + ADL CPU	340-CYUZ	-	3	-
FHD/IR Camera, Temporal Noise Reduction, Camera Shutter, Mic	319-BBIE	-	3	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	3	-
Bottom door ADL UMA-U15W L10 TGL UMA L10	321-BHKD	-	3	-
Dell Limited Hardware Warranty Extended Year(s)	975-3461	-	3	-
Dell Limited Hardware Warranty	997-8317	-	3	-
ProSupport Plus: Next Business Day Onsite, 1 Year	997-8366	-	3	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115	997-8367	-	3	-
ProSupport Plus: Keep Your Hard Drive, 5 Years	997-8392	-	3	-
ProSupport Plus: Next Business Day Onsite, 4 Year Extended	997-8393	-	3	-
ProSupport Plus: Accidental Damage Service, 5 Years	997-8394	-	3	-
ProSupport Plus: 7x24 Technical Support, 5 Years	997-8395	-	3	-
		Quantity		Subtotal
Dell Latitude 5530		\$1,700.00	2	\$3,400.00

Estimated delivery if purchased today:
Aug. 17, 2022
Contract # C000000012101
Customer Agreement # MNWNC-108 /14252

Description	SKU	Unit Price	Quantity	Subtotal
Dell Latitude 5530 XCTO Base	210-BDLN	-	2	-
12th Generation Intel vPro Enterprise with Intel Core i7-1265U (10 Core, 12 MB Cache, 12 Threads, up to 4.80 GHz)	379-BETU	-	2	-
Windows 10 Pro (Includes Windows 11 Pro License) English, French, Spanish	619-AQMP	-	2	-
No Microsoft Office License Included – 30 day Trial Offer Only	658-BCSB	-	2	-
Assembly Base	338-CDKI	-	2	-
i7-1265U vPro, Intel Iris Xe Graphics, Thunderbolt	338-CDMZ	-	2	-
Intel ME disabled	631-ADFG	-	2	-
16GB, 2x8GB, DDR4 Non-ECC	370-AFVQ	-	2	-
M.2 512GB PCIe NVMe Class 40 Solid State Drive	400-BNKX	-	2	-
15.6" FHD (1920x1080) Anti Glare, Touch, 250 nits, FHD IR Camera, WWAN	391-BGMN	-	2	-
Single Pointing Backlit English US Keyboard with numeric keypad	583-BHBG	-	2	-
Wireless Intel AX211 WLAN Driver	555-BHKF	-	2	-
Intel AX211 WiFi 6e 2x2 AX+ BT 5.2	555-BHHU	-	2	-
Intel XMM 7360 Global LTE, Verizon	556-BCZW	-	2	-
41WHR, 3 Cell Battery Long Cycle Life (includes 3 year limited hardware warranty)	451-BCXN	-	2	-
E5 90W Adapter, USB Type-C	492-BDGE	-	2	-
Single Pointing, No Security, Thunderbolt 4	346-BHSU	-	2	-
E5 Power Cord 1M US	537-BBDK	-	2	-
[APCC;BCC;CCC;DAO;EMEA;ICC] Quick setup guide for world wide	340-CYGF	-	2	-
ENERGY STAR Qualified	387-BBPW	-	2	-
Custom Configuration	817-BBBB	-	2	-

SupportAssist	525-BBCL	-	2	-
Dell(TM) Digital Delivery Cirrus Client	640-BBLW	-	2	-
Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	658-BBMR	-	2	-
Waves Maxx Audio	658-BBRB	-	2	-
Dell Power Manager	658-BDVK	-	2	-
Dell SupportAssist OS Recovery Tool	658-BEOK	-	2	-
Dell Optimizer	658-BEQP	-	2	-
Windows PKID Label	658-BFDQ	-	2	-
Mix Model 90W Adapter + ADL CPU	340-CYUZ	-	2	-
FHD/IR Camera, Temporal Noise Reduction, Camera Shutter, Mic	319-BBIE	-	2	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	2	-
Bottom door ADL UMA-U15W L10 TGL UMA L10	321-BHKD	-	2	-
Dell Limited Hardware Warranty Extended Year(s)	975-3461	-	2	-
Dell Limited Hardware Warranty	997-8317	-	2	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115	997-8367	-	2	-
ProSupport Plus: Next Business Day Onsite, 15 Months	997-8369	-	2	-
ProSupport Plus: 7x24 Technical Support, 63 Months	997-8400	-	2	-
ProSupport Plus: Keep Your Hard Drive, 63 Months	997-8401	-	2	-
ProSupport Plus: Next Business Day Onsite, 48 Months Extended	997-8402	-	2	-
ProSupport Plus: Accidental Damage Service, 63 Months	997-8403	-	2	-

			Quantity	Subtotal
OptiPlex 3000 Micro		\$900.00	7	\$6,300.00
Estimated delivery if purchased today:				
Aug. 19, 2022				
Contract # C000000012101				
Customer Agreement # MNWNC-108 /14252				

Description	SKU	Unit Price	Quantity	Subtotal
OptiPlex 3000 Micro	210-BCSU	-	7	-
12th Generation Intel Core i7-12700T (12 Cores/25MB/20T/1.4GHz to 4.7GHz/35W)	338-CCYH	-	7	-
Windows 10 Pro (Includes Windows 11 Pro License) English, French, Spanish	619-AQMP	-	7	-
No Microsoft Office License Included – 30 day Trial Offer Only	658-BCSB	-	7	-
16GB (2x8GB) DDR4 Non-ECC Memory	370-AFWC	-	7	-
M.2 2280 512GB PCIe NVMe Class 40 Solid State Drive	400-BMWH	-	7	-
Thermal Pad for Micro	412-AAZO	-	7	-
M2X3.5 Screw for SSD/DDPE	773-BBBC	-	7	-
No Additional Hard Drive	401-AANH	-	7	-
OptiPlex 3000 Micro DAO, FSJ	329-BGPX	-	7	-
90 Watt A/C Adapter	450-ALFO	-	7	-
US Power Cord	450-AAZN	-	7	-
External Antenna	555-BHDT	-	7	-
Intel Wi-Fi 6E 2x2 AX210 + BT 5.2 Wireless Card	555-BHGJ	-	7	-

Wireless Driver, Intel AX210	555-BHME	-	7	-
No PCIe add-in card	492-BBFF	-	7	-
Optional HDMI 2.0b Video Port	382-BBLH	-	7	-
SupportAssist	525-BBCL	-	7	-
Dell(TM) Digital Delivery Cirrus Client	640-BBLW	-	7	-
Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	658-BBMR	-	7	-
Waves Maxx Audio	658-BBRB	-	7	-
Dell SupportAssist OS Recovery Tool	658-BEOK	-	7	-
Windows PKID Label	658-BFDQ	-	7	-
SW Driver, Intel Rapid Storage Technology, OptiPlex 3000	658-BFLN	-	7	-
ENERGY STAR Qualified	387-BBLW	-	7	-
Dell Watchdog Timer	379-BESJ	-	7	-
Quick Start Guide	340-CZFP	-	7	-
Trusted Platform Module (Discrete TPM Enabled)	329-BBJL	-	7	-
Shipping Material	340-CQYN	-	7	-
Shipping Label	389-BBUU	-	7	-
Regulatory Label for OptiPlex 3000 Micro 90W	389-EDLT	-	7	-
Intel Core i7 non-vPro Processor Label	340-CUEQ	-	7	-
Desktop BTO Standard shipment	800-BBIO	-	7	-
Dell KB216 Wired Keyboard English	580-ADJC	-	7	-
Dell Optical Mouse - MS116 (Black)	570-ABIE	-	7	-
No Cable Cover	325-BCZQ	-	7	-
No Additional Cable	379-BBCY	-	7	-
Custom Configuration	817-BBBB	-	7	-
Internal Speaker	520-AAVE	-	7	-
In-Band Systems Management	631-ADFQ	-	7	-
No Option Included	340-ACQQ	-	7	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	7	-
Dell Limited Hardware Warranty Plus Service	803-8583	-	7	-
Onsite Service After Remote Diagnosis 3 Years	803-8590	-	7	-
		Quantity		Subtotal
Dell Latitude 5530		\$1,700.00	2	\$3,400.00

Estimated delivery if purchased today:
Aug. 17, 2022
Contract # C000000012101
Customer Agreement # MNWNC-108 /14252

Description	SKU	Unit Price	Quantity	Subtotal
Dell Latitude 5530 XCTO Base	210-BDLN	-	2	-
12th Generation Intel vPro Enterprise with Intel Core i7-1265U (10 Core, 12 MB Cache, 12 Threads, up to 4.80 GHz)	379-BETU	-	2	-
Windows 10 Pro (Includes Windows 11 Pro License) English, French, Spanish	619-AQMP	-	2	-
No Microsoft Office License Included – 30 day Trial Offer Only	658-BCSB	-	2	-
Assembly Base	338-CDKI	-	2	-

i7-1265U vPro, Intel Iris Xe Graphics, Thunderbolt	338-CDMZ	-	2	-
Intel ME disabled	631-ADFG	-	2	-
16GB, 2x8GB, DDR4 Non-ECC	370-AFVQ	-	2	-
M.2 512GB PCIe NVMe Class 40 Solid State Drive	400-BNKX	-	2	-
15.6" FHD (1920x1080) Anti Glare, Touch, 250 nits, FHD IR Camera, WWAN	391-BGMN	-	2	-
Single Pointing Backlit English US Keyboard with numeric keypad	583-BHBG	-	2	-
Wireless Intel AX211 WLAN Driver	555-BHKF	-	2	-
Intel AX211 WiFi 6e 2x2 AX+ BT 5.2	555-BHHU	-	2	-
Intel XMM 7360 Global LTE, Verizon	556-BCZW	-	2	-
41WHR, 3 Cell Battery Long Cycle Life (includes 3 year limited hardware warranty)	451-BCXN	-	2	-
E5 90W Adapter, USB Type-C	492-BDGE	-	2	-
Single Pointing, No Security, Thunderbolt 4	346-BHSU	-	2	-
E5 Power Cord 1M US	537-BBDK	-	2	-
[APCC;BCC;CCC;DAO;EMEA;ICC] Quick setup guide for world wide	340-CYGF	-	2	-
ENERGY STAR Qualified	387-BBPW	-	2	-
Custom Configuration	817-BBBB	-	2	-
SupportAssist	525-BBCL	-	2	-
Dell(TM) Digital Delivery Cirrus Client	640-BBLW	-	2	-
Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	658-BBMR	-	2	-
Waves Maxx Audio	658-BBRB	-	2	-
Dell Power Manager	658-BDVK	-	2	-
Dell SupportAssist OS Recovery Tool	658-BEOK	-	2	-
Dell Optimizer	658-BEQP	-	2	-
Windows PKID Label	658-BFDQ	-	2	-
Mix Model 90W Adapter + ADL CPU	340-CYUZ	-	2	-
FHD/IR Camera, Temporal Noise Reduction, Camera Shutter, Mic	319-BBIE	-	2	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	2	-
Bottom door ADL UMA-U15W L10 TGL UMA L10	321-BHKD	-	2	-
Dell Limited Hardware Warranty Extended Year(s)	975-3461	-	2	-
Dell Limited Hardware Warranty	997-8317	-	2	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115	997-8367	-	2	-
ProSupport Plus: Next Business Day Onsite, 15 Months	997-8369	-	2	-
ProSupport Plus: 7x24 Technical Support, 63 Months	997-8400	-	2	-
ProSupport Plus: Keep Your Hard Drive, 63 Months	997-8401	-	2	-
ProSupport Plus: Next Business Day Onsite, 48 Months Extended	997-8402	-	2	-
ProSupport Plus: Accidental Damage Service, 63 Months	997-8403	-	2	-
			Quantity	Subtotal

Dell Thunderbolt 4 Dock- WD22TB4
Estimated delivery if purchased today:
Aug. 30, 2022
Contract # C000000012101
Customer Agreement # MNWNC-108 /14252

\$280.00

2

\$560.00

Description	SKU	Unit Price	Quantity	Subtotal
Dell Thunderbolt 4 Dock - WD22TB4	210-BDQH	-	2	-
Advanced Exchange Service, 3 Years	872-8550	-	2	-
Dell Limited Hardware Warranty	872-8557	-	2	-
Subtotal:				\$18,610.00
Shipping:				\$0.00
Environmental Fee:				\$0.00
Estimated Tax:				\$0.00
Total:				\$18,610.00

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dell.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringsspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

STATE OF NEBRASKA CONTRACT AWARD

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

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

CONTRACT NUMBER
14252 OC

PAGE 1 of 2	ORDER DATE 07/13/21
BUSINESS UNIT 9000	BUYER JOY FISCHER (AS)
VENDOR NUMBER: 3260939	
VENDOR ADDRESS: DELL MARKETING LP SLG SALES 1 DELL WAY BLDG RR2W-2 STOP 2-2-V2 ROUND ROCK TX 78682-7000	

AN AWARD HAS BEEN MADE TO THE CONTRACTOR NAMED ABOVE FOR THE FURNISHING OF MATERIALS AND/OR SERVICES AS LISTED BELOW FOR THE PERIOD:

AUGUST 01, 2021 THROUGH JULY 31, 2022

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.

Originally awarded from NASPO Value Point Contract MNWNC-108

Supply and deliver Computer Equipment (Desktop, Laptop, Tablet, Server and Storage), Peripherals and Related Services, FOB Destination, to the State of Nebraska per the following Contract Information and attached Participating Addendum.
Dell Marketing, L.P. NASPO ValuePoint website: <<http://www.dell.com/learn/us/en/04/slg/nebraska?c=us&l=en&s=bsd&cs=04>>

The Dell Marketing, L.P. NASPO ValuePoint website will assist you with contact information, product and service information, product configuration, pricing, how to order, warranty support, etc.

The State Purchasing Bureau encourages agencies to contact the designated Inside Sales Representative/Account Representative to learn more about special promotions, and to obtain volume discount quotes.

The following configuration limits apply to this contract:

Desktop: \$ 10,000
Laptop: \$ 10,000
Tablet: \$ 5,000
Server: \$500,000
Storage: \$500,000

The dollar limits identified above are based on a SINGLE computer configuration. This is NOT a restriction on the purchase of multiple configurations (e.g. an entity could purchase 10 Desktops for a total purchase price of \$10,000).

The Purchase Order must include the State of Nebraska NASPO ValuePoint Contract #14252 OC and the Dell Marketing, L.P. NASPO ValuePoint Master Agreement Number MNWNC-108 and also must include Dell Contract Code WN20AGW.

Leasing for State Agencies is outside the scope of the NASPO ValuePoint Agreement and this contract.

Political Subdivisions are responsible for processing Purchase Orders directly with the contracted vendor.

(For the File: This RFP and Contract are bid and awarded by the State of Minnesota. All backup bids, etc., are retained by the State of Minnesota, Department of Administration, Materials Management Division.)

DocuSigned by: <i>Joy Fischer</i> 8D62163E69CA4C2	DS PK
DocuSigned by: <i>Amara Block</i> 4CFF2711162A4A2	BUYER MATERIALS ADMINISTRATOR

R43500|NISC0001|NISC0001 20150901

STATE OF NEBRASKA CONTRACT AWARD

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

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

CONTRACT NUMBER
14252 OC

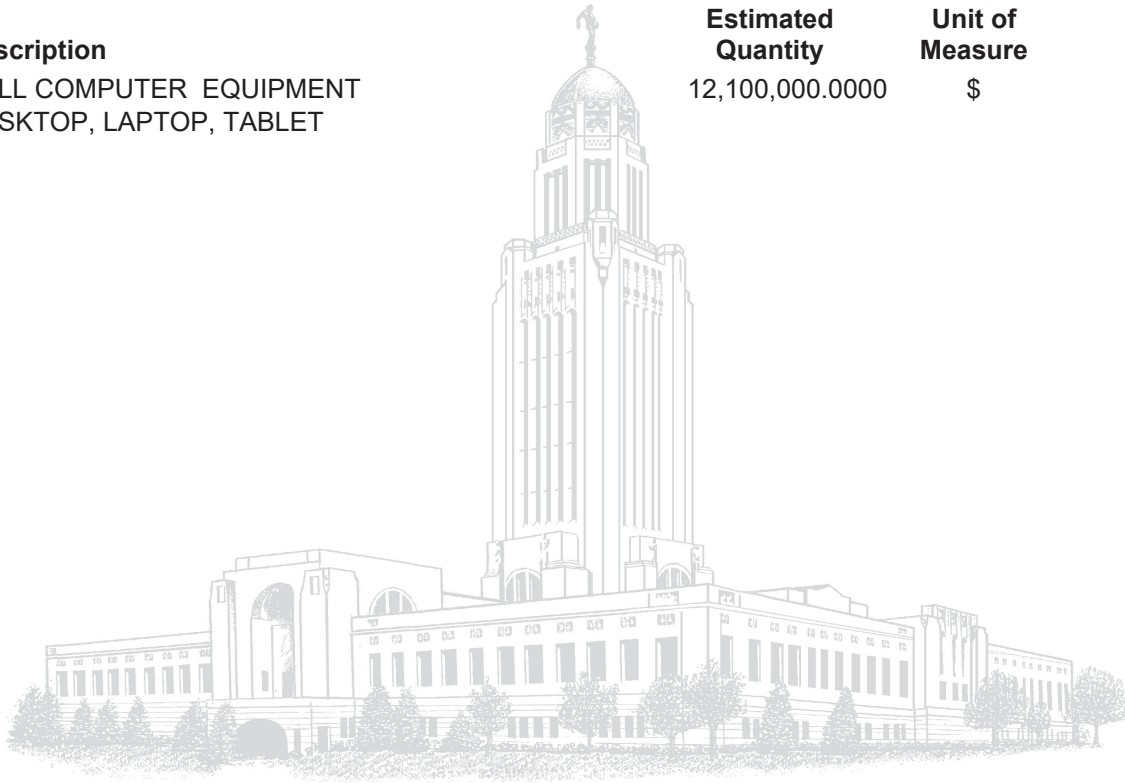
PAGE 2 of 2	ORDER DATE 07/13/21
BUSINESS UNIT 9000	BUYER JOY FISCHER (AS)
VENDOR NUMBER: 3260939	

(For the File: The NASPO ValuePoint/Dell Marketing, L.P. Master Price Agreement contract period was effective on April 1, 2015. The NASPO ValuePoint/Dell Marketing, L.P. Participating Addendum became effective on October 15, 2015.

Vendor Contact: Pamela Kunhart
Phone: 916-425-3739
Email: pamela.kunhart@dell.com

THIS IS THE THIRD (3) RENEWAL OF THE PARTICIPATING ADDENDUM AS AMENDED. (7/13/21 sc)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	DELL COMPUTER EQUIPMENT DESKTOP, LAPTOP, TABLET	12,100,000.0000	\$	1.0000



DS
87

BUYER INITIALS

R43500|NISC0001|NISC0001 20150901

PARTICIPATING ADDENDUM
Amendment Four
NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM
Computer Equipment
Administered by the State of Minnesota (hereinafter "Lead State")

MASTER AGREEMENT
Master Agreement No: MNWNC-108
Dell Marketing, L.P.
(hereinafter "Contractor")
And
State of Nebraska
(hereinafter "Participating State/Entity")

Participating State Contract Number 14252 OC

THIS AMENDMENT is by and between the State of Nebraska ("Participating State/Entity"), and Dell Marketing, L.P. (Contractor).

WHEREAS, the Lead State has a Contract with the Contractor identified as No. MNWNC-108 to provide Computer Equipment, the State of Nebraska has entered into a Participating Addendum (PA) with the Contractor identified as 14252 OC.

WHEREAS, the terms of the Contract specifically state that the contract may be amended per agreement by both parties. The State of Nebraska wishes to continue to take advantage of existing contract.

NOW, THEREFORE, it is agreed by the parties to amend the Contract as follows:

Effective August 1, 2021

1. **CHANGES:** The purpose of this Amendment Four is as follows:

a. Contract Period: Extended from August 1, 2021 through July 31, 2022

b. Primary Contacts: The primary contact individuals for this participating addendum are as follows (or their named successors):

Contractor: Dell Marketing, L.P.

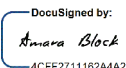
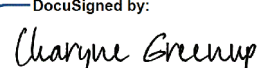
Name	Pamela Kunhart
Address	1 Dell Way, Bldg. RR2W-2 STOP 2-2-V2 Round Rock, TX 78682-7000
Telephone	916-425-3739
Email	pamela.kunhart@dell.com

Participating Entity: State of Nebraska

Name	Joy Fischer
Address	1526 K St., Ste 130, Lincoln, NE 68509
Telephone	402-471-0974
E-mail	joy.fischer@nebraska.gov

Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms. This Addendum applies only in the jurisdiction of the Participating State or Participating Entity which has executed this Addendum.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating State: State of Nebraska	Contractor: Dell Marketing, L.P.
By:  DocuSigned by: Amara Block 4CFF2711162AA2...	By:  DocuSigned by: Charayne Greenup 1DCC1BA73EE246F...
Name: Amara Block	Name: Charayne Greenup
Title: Materiel Administrator	Title: Contract Administrator
Date: 7/15/2021	Date: 7/8/2021

RESOLUTION 2022-193

WHEREAS, the Information Technology Division of the Finance Department planned a computer replacement project for fiscal year 2022; and

WHEREAS, there exists a State of Nebraska Contract Number 14252 OC for DELL computer equipment; and

WHEREAS, the cost for such equipment totals \$77,645.00 to purchase 49 desktops, 14 laptops, and 9 docking stations.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Information Technology Division is hereby authorized to purchase equipment as referenced by Dell Quote # 3000126693635.1 and 3000126705942.1 in the amount of \$77,645.00.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, July 26, 2022.

Roger G Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
July 22, 2022	☐ City Attorney



City of Grand Island

Tuesday, July 26, 2022

Council Session

Item G-17

#2022-194 - Approving Final Plat and Subdivision Agreement for Island Subdivision

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission
Meeting: July 26, 2022
Subject: Island Subdivision- Final Plat
Presenter(s): Chad Nabity, AICP, Regional Planning Director

Background

This property is generally located north of Curran Avenue at the intersection of Curran Avenue and Carleton Avenue. (2 lot, 0.75 acres). This property is zoned RO Residential Office. This property splits an existing lot into two lots that both conform to the zoning regulations.

Discussion

The final plat for Island Subdivision was considered at the Regional Planning Commission at the July 6, 2022 meeting.

A motion was made by Randone and second by Rubio to approve all items on the consent agenda.

The motion carried with eight members voting in favor (O'Neill, Ruge, Olson, Robb, Monter, Rainforth, Rubio and Randone) with no members voting no.

Alternatives

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

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

Recommendation

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

Sample Motion

Move to approve as recommended.

Developer/Owner

Umbrella Development LLC
2538 St Patrick Ave
Grand Island, NE 68803

To create

Size: Final Plat 2 lots, 0.75 Acres

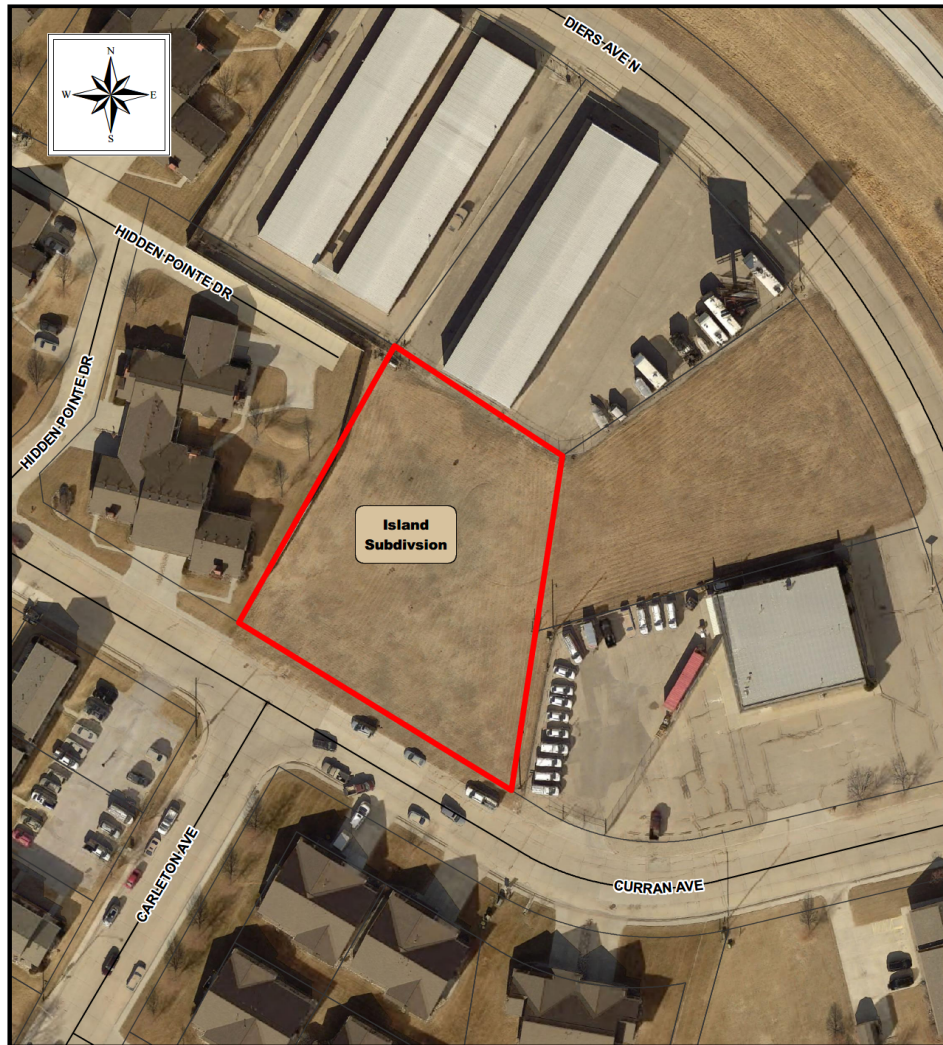
Zoning: RO Residential Office

Road Access: Carleton Avenue is a pave city street.

Water: City water is available to the subdivision.

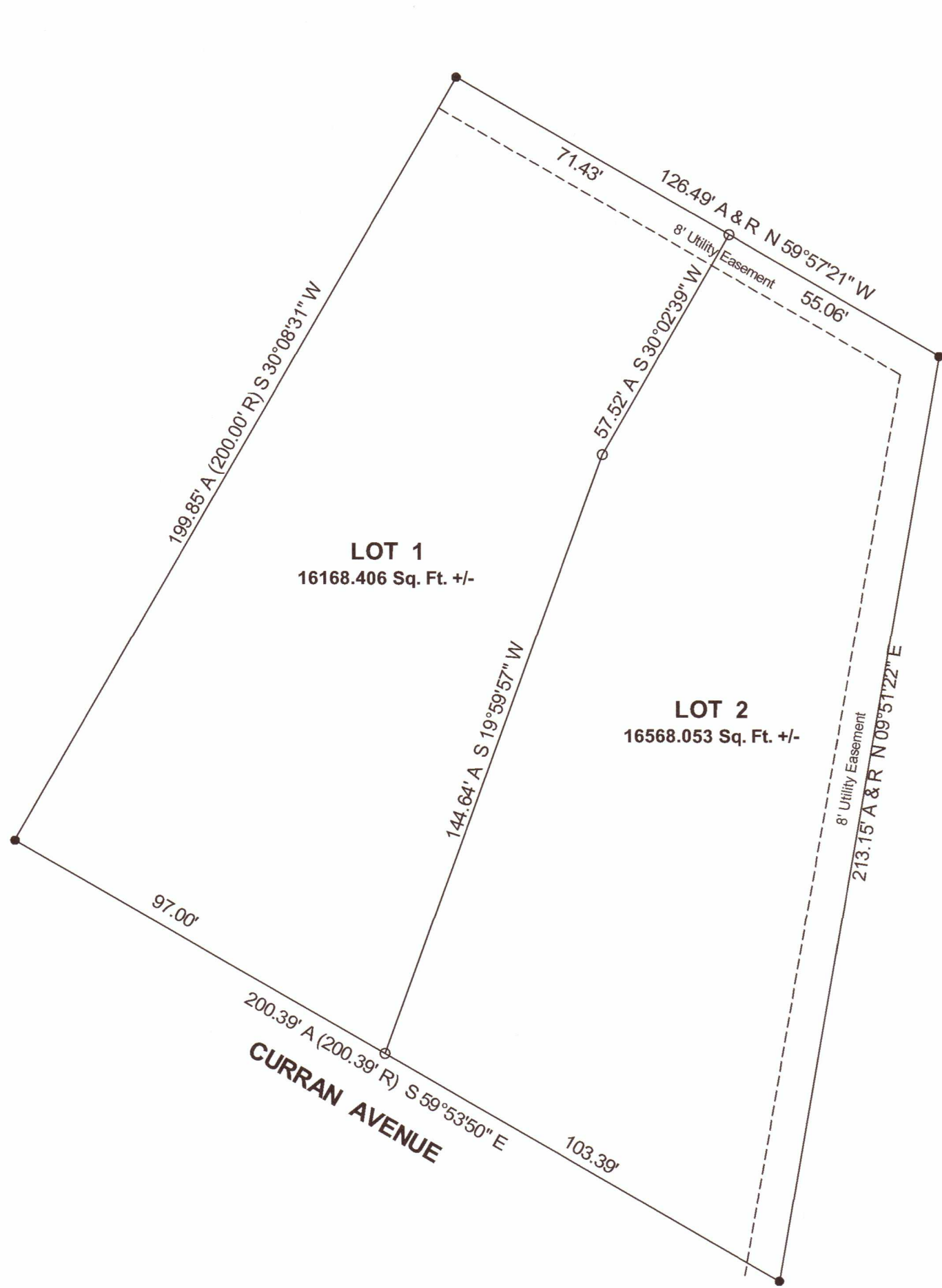
Sewer: City sewer is available to the subdivision.

**PROPOSED SUBDIVISION
AERIAL MAP**



THE REGIONAL PLANNING COMMISSION of Hall
County, Grand Island, Wood River and the Villages
of Alda, Cairo and Doniphan, Nebraska

Scale: NONE
For Illustration Purposes

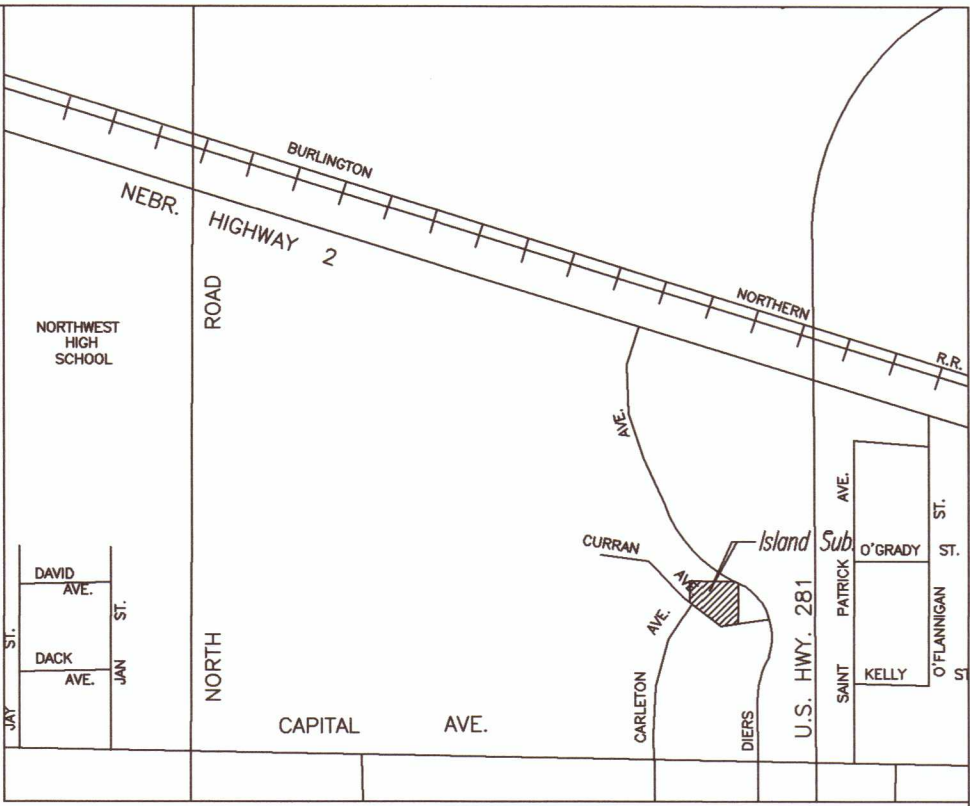


Scale 1" = 30'

Legend
● - Corner Found 1/2" Pipe Unless Otherwise Noted
○ - 1/2 Rebar Placed w/Survey Cap Unless Otherwise Noted
⊙ - Temporary Point
All Distances on Curves are
Chord Distance
R - Recorded Distance
A - Actual Distance
P - Prorated Distance

ISLAND SUBDIVISION CITY OF GRAND ISLAND, NEBRASKA

A tract of land comprising of Lot Twenty-Seven (27),
Bosselman Second Subdivision, in the City of Grand
Island, Hall County, Nebraska.



DEDICATION

KNOW ALL MEN BY THESE PRESENTS, that "Island Propteries LLC." being the owner of the land described hereon have caused same to be surveyed, subdivided, platted and designated as 'ISLAND SUBDIVISION', in the City of Grand Island, Nebraska, as shown on the accompanying plat thereof, and do hereby dedicate the easements, if any, as shown thereon for the location, construction and maintenance of public service utilities, together with the right of ingress and egress thereto, and hereby prohibiting the planting of trees, bushes and shrubs, or placing other obstructions upon, over, along or underneath the surface of such easements; and that the foregoing subdivision as more particularly described in the description hereon as appears on this plat is made with the free consent and in accordance with the desires of the undersigned owners and proprietors.

IN WITNESS WHEREOF, we have affixed our signatures hereto, at Grand Island, Nebraska this__ day of ____, 2022

Wesley Encinger - Member

Date

ACKNOWLEDEGEMENT

State Of Nebraska
County Of Hall
On the__ day of ____, 2022, before me _____ a Notary Public within and for said County, personally appeared Brennan Sargent, to me personally known to be the identical person whose signatures are affixed hereto, and that each did acknowledge the execution thereof to be his or her voluntary act and deed.
IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal at Grand Island, Nebraska, on the date last above written.
My commission expires _____

Notary Public

LEGAL DESCRIPTION

A tract of land comprising of Lot Twenty-Seven (27), Bosselman Second Subdivision, in the City of Grand Island, Hall County, Nebraska.

SURVEYOR'S CERTIFICATE

I hereby certify that on February 2, 2022, I completed an accurate survey of 'ISLAND SUBDIVISION', in the City of Grand Island, Nebraska, as shown on the accompanying plat thereof; that the lots, block, streets, avenues, alleys, parks, commons and other grounds as contained in said subdivision as shown on the accompanying plat thereof are well and accurately staked off and marked; that iron markers were placed at all lot corners; that the dimensions of each lot are as shown on the plat; that each lot bears its own number; and that said survey was made with reference to known and recorded monuments.

Brent D Cyboron, Reg. Land Surveyor No. 727

APPROVALS

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

Chairman

Date

Approved and accepted by the City of Grand Island, Hall County, Nebraska this _____
Day of _____, 2022

Mayor

City Clerk

INITIAL POINT SURVEYING LLC
1811 W 2nd Street; Suite 280
Grand Island, NE 68803
308-383-6754 Cell
308-675-4141 Office

LOCATION: Lot Twenty-Seven (27), Bosselman Second Subdivision			
TITLE: Grand Island, Nebraska			
SCALE: AT A3: 1" = 30'	DATE: 6/18/2022	DRAWN: Brent C.	PAGE: 1 OF 1
BENESCH PROJECT NO:		DRAWING NO:	REVISION:

* This Space Reserved for Register of Deeds *

SUBDIVISION AGREEMENT

ISLAND SUBDIVISION

Lots 1 and 2 Inclusive
In the City of Grand Island, Hall County Nebraska

The undersigned, ISLAND PROPERTIES L.L.C., hereinafter called the Subdivider, as owner of a tract of land in the City of Grand Island, Hall County, Nebraska, more particularly described as follows:

A Tract of land comprising of Lot Twenty-Seven (27), Bosselman Second Subdivision, in the City of Grand Island, Hall County, Nebraska.

desires to have subdivided as a subdivision the foregoing tract of land located within the corporate limits of the City of Grand Island, Nebraska, and hereby submits to the City Council of such City for acceptance as provided by law an accurate map and plat of such proposed subdivision, to be known as ISLAND SUBDIVISION, designating explicitly the land to be laid out and particularly describing the lots, easements, and streets belonging to such subdivision, with the lots designated by number, easements by dimensions, and streets by name, and proposes

to cause the plat of such subdivision when finally approved by the Regional Planning Commission and the City Council to be acknowledged by such owner, certified as to accuracy of survey by a registered land surveyor, and to contain a dedication of the easements to the use and benefit of public utilities, and of the street to the use of the public forever. In consideration of the acceptance of the plat of said ISLAND SUBDIVISION, the Subdivider hereby consents and agrees with the City of Grand Island, Nebraska, that it will install or provide at its expense the following improvements:

1. **Paving.** The Subdivider agrees to waive the right to object to the creation of any paving or repaving district for Curran Avenue where it abuts the subdivision.
2. **Water.** Public water supply is available to the subdivision, and all new structures requiring service shall be connected to such water supply.
3. **Sanitary Sewer.** Public sanitary sewer is available to the subdivision, and all new structures requiring service shall be connected to such sanitary sewer supply.
4. **Storm Drainage.** The Subdivider agrees to provide and maintain positive drainage from all lots, according to the drainage plan, so that storm drainage is conveyed to a public right-of-way or to other drainage systems so approved by the Director of Public Works. If the Subdivider fails to grade and maintain such drainage the City may create a drainage district to perform such work. The Subdivider agrees to waive the right to object to the creation of any drainage district benefitting the subdivision.
5. **Sidewalks.** The Subdivider must select curb or conventional sidewalk for each street unless the requirement has been waived by Council.

Street Name	Curb sidewalk	Conventional Sidewalk	Sidewalk Requirement Waived by Council
Curran Avenue	X		NO

6. **Electric.** The Subdivider agrees to install all conduit, both primary and secondary, as well as all necessary transformer pads in the subdivision in accordance with plans and specifications approved by the Utilities Department, and subject to the City's inspection.

7. **Landscaping.** The Subdivider agrees to comply with the requirements of the Landscaping Regulations of the City of Grand Island, and plans as submitted to and approved by the City's Building Department.

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

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

10. **Warranty.** The undersigned owner, as Subdivider, warrants that it is the owner in fee simple of the land described and proposed to be known as ISLAND

SUBDIVISION, and that an abstract of title or title insurance commitment will be submitted for examination, if necessary, upon request of the City of Grand Island.

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

Dated _____, 2022.

ISLAND PROPERTIES LLC., Subdivider

By: _____
Wesley Encinger, Managing Member

STATE OF NEBRASKA)
) ss
COUNTY OF HALL)

On _____, 2022, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Wesley Encinger, Managing Member of Island Properties, L.L.C., a Nebraska Limited Liability Company, known personally to me to be the identical person and such officer who signed the foregoing Subdivision Agreement and acknowledged the execution thereof to be his voluntary act and deed for the purpose therein expressed on behalf of Island Properties, L.L.C.

WITNESS my hand and notarial seal the date above written.

Notary Public

My commission expires: _____

CITY OF GRAND ISLAND, NEBRASKA
A Municipal Corporation

By: _____
Roger G. Steele, Mayor

Attest: _____
RaNae Edwards, City Clerk

STATE OF NEBRASKA)
) ss
COUNTY OF HALL)

On _____, 2022, before me, the undersigned,, a Notary Public in and for said County and State, personally came Roger G. Steele, Mayor of the City of Grand Island, Nebraska, a municipal corporation, known to me to be such officer and the identical person who signed the foregoing Subdivision Agreement and acknowledged that the foregoing signature was his voluntary act and deed pursuant to Resolution 2022-____, and that the City's corporate seal was thereto affixed by proper authority.

WITNESS my hand and notarial seal the date above written.

Notary Public

My commission expires: _____

RESOLUTION 2022-194

WHEREAS know all men by these presents, that “Island Properties LLC. “being the owner of the land described hereon, has caused same to be surveyed, subdivided, platted and designated as “ISLAND SUBDIVISION”, A tract of land comprising of Lot Twenty-Seven (27), Bosselman Second Subdivision, in the City of Grand Island, Hall County, Nebraska.

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

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

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

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, July 26, 2022.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
July 22, 2022	☐ City Attorney



City of Grand Island

Tuesday, July 26, 2022

Council Session

Item G-18

**#2022-195 - Approving Agreement for Health Insurance
Administration with BlueCross BlueShield Nebraska**

Staff Contact: Aaron Schmid, Human Resources Director

Council Agenda Memo

From: Aaron Schmid, Human Resources Director

Meeting: July 26, 2022

Subject: Approval of Agreement for Health Insurance
Administration with BlueCross BlueShield Nebraska

Presenter(s): Aaron Schmid, Human Resources Director

Background

The City of Grand Island subscribes to health insurance for its employees and other eligible participants, as authorized by the City of Grand Island Personnel Rules and Regulations, collective bargaining agreements and federal regulations.

Discussion

The City recently completed a request for proposal for an administrator of the City of Grand Island medical and prescription health plan. The City received two bids in response. The Health Insurance Committee consisting of union, non-union, management and non-management employees, along with Human Resources, Finance, the City's consultant, and the Attorney/Purchasing Agent met and reviewed the bids along with hearing presentations from the bidders.

Administration is recommending BlueCross BlueShield (BCBS) Nebraska as the administrator for the City's health insurance plan. BCBS is offering a three year rate lock. Administrative fees will be \$12.00 per employee per month and \$0.25 per employee per month for telehealth services. BCBS is offering a \$30,000 implementation credit per the three year agreement. The pharmacy benefit manager (PBM) will be administered by Prime Therapeutics LLC.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the agreement for health insurance administration with BlueCross BlueShield Nebraska.

Sample Motion

Move to approve the agreement for health insurance administration with BlueCross BlueShield Nebraska.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

**REQUEST FOR PROPOSAL
FOR
HEALTH PLAN 2022**

RFP DUE DATE: June 30, 2022 at 4:00 p.m.

DEPARTMENT: Human Resources

PUBLICATION DATE: May 31, 2022

NO. POTENTIAL BIDDERS:

PROPOSALS RECEIVED

UMR
Wausau, WI

Blue Cross Blue Shield of Nebraska
Omaha, NE

cc: Aaron Schmid, Human Resource Director
Patrick Brown, Finance Director

Jerry Janulewicz, City Administrator
Stacy Nonhof, Purchasing Agent

P2375

RESOLUTION 2022-195

WHEREAS, the City subscribes to health insurance for its employees and other eligible participants, as authorized by the City of Grand Island Personnel Rules and Regulations, collective bargaining agreements and federal regulations; and

WHEREAS, the City conducted a request for proposal for an administrator of the City of Grand Island medical and prescription health plan; and

WHEREAS, BlueCross BlueShield (BCBS) Nebraska is the recommended Administrator for the City's health insurance plan; and

WHEREAS, the reinsurance coverage for the health plan will be quoted annually and the best bid shall be selected; and

WHEREAS, a three year agreement with BCBS is as follows: administrative fees of \$12.00 per employee per month and telehealth fees of \$0.25 per employee per month. Stop loss fees shall be negotiated on an annual basis prior to renewal.

NOW, THEREFORE BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the agreement with BCBS for the administration of health insurance for the life of the contract is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, July 26, 2022.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form ☐ _____
July 22, 2022 ☐ City Attorney



City of Grand Island

Tuesday, July 26, 2022

Council Session

Item I-1

#2022-196 - Consideration of Appointing Laura McAloon as City Attorney

Staff Contact: Aaron Schmid, Human Resources Director

Council Agenda Memo

From: Mayor Roger G. Steele

Meeting: July 26, 2022

Subject: Appointment of Laura McAloon as City Attorney

Presenter(s): Mayor Roger G. Steele

Background

Under Neb. Rev. Stat., §16-308 and Grand Island City Code, §2-30, the office of City Attorney, for the City of Grand Island, Nebraska, is an appointed position. The position is appointed by the Mayor and approved by the Council and serves through the Mayor's term.

Discussion

I am pleased to present Laura McAloon as my choice for appointment to the City Attorney position.

McAloon currently resides in Spokane, WA, and has served as the managing member of McAloon Law PLLC since 2018. In this role, McAloon founded a law firm specializing in the representation of municipal governments and related non-profit organizations. Her services included; interpretation of state and federal laws and regulations, advising local governments on municipal governance, sunshine laws, land use, procurement and competitive bidding, bond counsel, issuer's counsel and disclosure counsel services to governmental issuers of tax-exempt municipal debt instruments.

Prior to this position, McAloon was also serving local governments. She spent three years as member of Witherspoon Brajcich McPhee PLLC in Spokane, ten years as a Partner at K&L Gates LLP in Spokane and five years as an Associate Attorney with Paine Hamblen LLP in Spokane. All firms advised local governments on municipal governance.

McAloon earned a Bachelor of Science in Business/Paralegal Studies from College of Saint Mary in Omaha. She then went on to earn a Juris Doctorate from Gonzaga University School of Law in Spokane.

McAloon's admissions include; Bar of Washington, U.S. District Court, EDWA, U.S. District Courts, WDWA, Ninth Circuit Court of Appeals, United States Supreme Court,

and Bar of Nebraska. Professional organizations include; National Association of Bond Lawyers, American Bar Association and Rising Star, Washington Super Lawyers (2006, 2011)

Pending City Council approval McAloon's employment will commence on September 1, 2022. Her starting salary will be at step nine of the City Attorney pay scale which is \$161,106.79 annually. As City Attorney she will supervise the legal department staff.

Mrs. McAloon will bring a career worth of knowledge and experience to the position. Furthermore she will be a great addition to our leadership team.

Finally, I would also like to express my appreciation to Stacy Nonhof for continuing to represent the City Of Grand Island as the City Attorney during the candidate search.

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

I recommend the approval of Laura McAloon as the City Attorney.

Sample Motion

Move to approve Laura McAloon as the City Attorney.

RESOLUTION 2022-196

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

WHEREAS, under Grand Island City Code, §2-30, the office of City Attorney, for the City of Grand Island, Nebraska, is an appointed position; and

WHEREAS, the Mayor, with the approval of the City Council, may appoint the position of City Attorney; and

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

WHEREAS, Laura McAloon has accepted the offer and is prepared to start work on September 1, 2022 at Step 9 of the City Attorney salary table of \$161,106.79

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

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that Laura McAloon is hereby duly appointed the City Attorney for the City of Grand Island, Nebraska, until the end of the Mayor's term of office.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, July 26, 2022.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
July 22, 2022	☐ City Attorney



City of Grand Island

Tuesday, July 26, 2022

Council Session

Item I-2

#2022-197 - Consideration of Approving One and Six Year Street Improvement Plan

This item was related to Public Hearing item F-1 from the July 12, 2022 City Council meeting.

Staff Contact: Keith Kurz PE, Interim Public Works Director

RESOLUTION 2022-197

WHEREAS, the Grand Island City Council, after public notice having been published in one issue of the Grand Island Independent, and such notice also having been posted in at least three places in areas where it was likely to attract attention, conducted a public hearing on July 12, 2022, on the One and Six Year Street Improvement Plan for the City of Grand Island; and

WHEREAS, this Council has determined that the One and Six Year Street Improvement Program as set out in Exhibit "A" should be adopted.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the One and Six Year Street Improvement Program 2023-2028, based on priorities of needs and calculated to contribute to the orderly development of city streets, and identified as Exhibit "A", is hereby approved and adopted by this Council.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, July 26, 2022.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	▣ _____
July 22, 2022	▣ City Attorney

CITY OF GRAND ISLAND

ONE & SIX YEAR STREET IMPROVEMENT PLAN- EXHIBIT "A"

Project	2023	2024	2025	2026	2027	2028
Annual Handicap Ramp	\$ 165,000	\$ 169,950	\$ 175,000	\$ 180,000	\$ 185,700	\$ 191,400
Webb Rd Paving Assessments	\$ 80,500	\$ 80,500	\$ 80,500	\$ -	\$ -	\$ -
Five Points Intersection Improvements	\$ 586,900	\$ -	\$ -	\$ -	\$ -	\$ -
Hwy 30 Realignment	\$ -	\$ -	\$ 892,566	\$ -	\$ -	\$ -
Broadwell /UPRR Grade Separation	\$ 100,000	\$ 720,000	\$ 420,000	\$ 933,000	\$ 467,000	\$ 18,720,000
North Rd; Old Potash Hwy to 13th St	\$ 500,000	\$ -	\$ -	\$ -	\$ -	\$ -
North Rd; Old Potash Hwy to Hwy 30	\$ 2,650,000	\$ -	\$ -	\$ -	\$ -	\$ -
Custer Ave; Old Potash Hwy to Forrest St	\$ 1,700,000	\$ -	\$ -	\$ -	\$ -	\$ -
Eddy St Underpass Rehab	\$ 300,000	\$ -	\$ -	\$ -	\$ -	\$ -
Locust St; 2nd St to Fonner Park R	\$ 450,000	\$ 5,000,000	\$ 5,000,000	\$ -	\$ -	\$ -
Veterans Legacy	\$ 1,350,000	\$ -	\$ -	\$ -	\$ -	\$ -
Claude Rd; State St/Diers Ave to Claude Rd	\$ 1,300,000	\$ -	\$ -	\$ -	\$ -	\$ -
Bond Payment	\$ 1,708,850	\$ 1,763,150	\$ 1,759,350	\$ 1,758,450	\$ 1,760,250	\$ 1,762,450
NW Flood Control Project	\$ 20,000	\$ -	\$ -	\$ -	\$ -	\$ -
N Moores Creek 80 Wetland Detention	\$ 210,000	\$ 1,400,000	\$ 350,000	\$ -	\$ -	\$ -
Sidewalk Cost Share Program	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000
PVIP Drainage District No. 2020-1	\$ 250,000	\$ -	\$ -	\$ -	\$ -	\$ -
Citywide Drainage	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000
Street/Fleet Facility Study	\$ 150,000	\$ -	\$ -	\$ -	\$ -	\$ -
Brookline/Henry Drainage Improvements	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ 11,846,250	\$ 9,408,600	\$ 8,952,416	\$ 3,146,450	\$ 2,687,950	\$ 20,948,850



City of Grand Island

Tuesday, July 26, 2022

Council Session

Item I-3

#2022-198 - Consideration of Approving 2022-2023 Fee Schedule

Staff Contact: Patrick Brown

Council Agenda Memo

From: Patrick Brown, Finance Director

Meeting: July 26, 2022

Subject: Consideration of Approving 2022-2023 Fee Schedule

Presenter(s): Patrick Brown, Finance Director

Background

The 2022-2023 Fee Schedule is submitted to Council every year at budget time for consideration of fee changes.

Discussion

The proposed 2022-2023 Fee Schedule has several changes from last year's schedule. The changes are due to increasing costs to provide those services. The changes are highlighted in red in the attached list.

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 City Council adopt the 2022-2023 Fee Schedule.

Sample Motion

Move to approve the Fiscal Year 2022-2023 Fee schedule.

RESOLUTION 2022-198

WHEREAS, the 2022-2023 budget process requires an update of the Fee Schedule for numerous services that the City provides; and

WHEREAS, the 2022-2023 proposed Fee Schedule rates are listed in Exhibit A; and

WHEREAS, the Fee Schedule rates are incorporated into the Fiscal Year 2022-2023 Budget revenue numbers; and

WHEREAS, the City Council will be adopting the 2022-2023 Budget at the August 30, 2022 special City Council meeting.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the 2022-2023 proposed Fee Schedule be accepted and adopted.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, July 26, 2022

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
July 22, 2022	☐ City Attorney

Exhibit A - Fee Schedule for FY2022-23 Budget Year

	2020	2021	2022	2023
Administration				
Board of Adjustment Prior to Construction	200.00	200.00	200.00	200.00
Board of Adjustment After Construction/No Building Permit	350.00	350.00	350.00	350.00
Board of Adjustment After Construction/Not Conform	500.00	500.00	500.00	500.00
Conditional Use Permit	1,000.00	1,000.00	1,000.00	1,000.00
Election Filing Fees - City Council	1% of salary	1% of salary	1% of salary	1% of salary
Election Filing Fees - Mayor	1% of salary	1% of salary	1% of salary	1% of salary
Haulers Permit (annual) Garbage	250.00	250.00	250.00	250.00
Haulers Permit (annual) Refuse	100.00	100.00	100.00	100.00
Pawnbroker License (annual)	110.00	110.00	110.00	110.00
Pawnbroker Occupational Tax (annual)	110.00	110.00	110.00	110.00
Blight Study Adoption	1,100.00	1,100.00	1,100.00	1,100.00
Redevelopment Plan Adoption	1,100.00	1,100.00	1,100.00	1,100.00
Redevelopment Plan Amendment	1,100.00	1,100.00	1,100.00	1,100.00
Register of Deeds Filing fee	10.00 first page 6.00 each add'l page	10.00 first page 6.00 each add'l page	10.00 first page 6.00 each add'l page	10.00 first page 6.00 each add'l page
Liquor Licenses - Occupational Tax (annual)*				
Class A Retail beer, on sale*	200.00	200.00	200.00	200.00
Class B Retail beer, off sale*	200.00	200.00	200.00	200.00
Class C Retail liquor, on/off sale*	600.00	600.00	600.00	600.00
Class D Retail liquor/beer, off sale*	400.00	400.00	400.00	400.00
Class I Retail liquor, on sale*	500.00	500.00	500.00	500.00
Class L Brew Pub*	500.00	500.00	500.00	500.00
Class Z Micro Distiller LB-549*	500.00	500.00	500.00	500.00
Catering Fee	200.00	200.00	200.00	200.00
Liquor License - School Fees (annual)*				
Class A Retail beer, on sale*	100.00	100.00	100.00	100.00
Class B Retail beer, off sale*	100.00	100.00	100.00	100.00
Class C Retail liquor, on/off sale*	300.00	300.00	300.00	300.00
Class D Retail Liquor, Off sale*	200.00	200.00	200.00	200.00
Class I Retail Liquor, on sale*	250.00	250.00	250.00	250.00
Advertising Fee*	10.00	10.00	10.00	10.00
Special Designated Liquor License*	80.00	80.00	80.00	80.00
Natural Gas Company Rate Filing Fee	500.00	500.00	500.00	500.00
Certified copy	1.50	1.50	1.50	1.50
Telecommunications Registration Fee (5 years) NEW	500.00	500.00	500.00	500.00
*Fees regulated by State of Nebraska - First year fees are prorated Quarterly				
ANIMAL CONTROL SERVICES				
Pet License Fee - Un-neutered/un-spayed	41.00	41.00	41.00	41.00
Pet License Fee - Neutered/Spayed	16.00	16.00	16.00	16.00
Licensed after January 31	add \$10.00 to above fees	add \$10.00 to above fees	add \$10.00 to above fees	add \$10.00 to above fees
**\$5.00 per license retained by registered veterinarian making sale				
Pet License Replacement Fee	5.00	5.00	5.00	5.00
License Fees-late fee of \$10.00 after Feb 1				
Legal Proceeding holding fee	20.00+tax per day	20.00+tax per day	20.00+tax per day	20.00+tax per day
Deemed "Potentially Dangerous" fee	100.00	100.00	100.00	100.00
BUILDING DEPARTMENT				
Building Permit Fee, Electrical Permit Fee, Gas Permit Fee, Plumbing Permit Fee, Sign Permit Fee: Based on Valuation				
Estimated Valuations:				
1.00 - 1,600.00	36.00	36.00	36.00	36.00
1,601.00 - 1,700.00	38.00	38.00	38.00	38.00
1,701.00 - 1,800.00	40.00	40.00	40.00	40.00
1,801.00 - 1,900.00	42.00	42.00	42.00	42.00
1,901.00 - 2,000.00	44.00	44.00	44.00	44.00
2,001 - 25,000 For each additional 1,000 or fraction, to and including 25,000	44.00 plus 7.60	44.00 plus 7.60	44.00 plus 7.60	44.00 plus 7.60
25,001 - 50,000 For each additional 1,000 or fraction, to and including 50,000	218.80 plus 5.30	218.80 plus 5.30	218.80 plus 5.30	218.80 plus 5.30
50,001 - 100,000 For each additional 1,000 or fraction, to and including 100,000	351.30 plus 3.95	351.30 plus 3.95	351.30 plus 3.95	351.30 plus 3.95
100,001 and up For each additional 1,000 or fraction	548.80 plus 3.45	548.80 plus 3.45	548.80 plus 3.45	548.80 plus 3.45
Plan Review Fee, Commercial (percentage of building permit fee)	0.50	0.50	0.50	0.50
Plan Review Fee, Residential (percentage of building permit fee)	0.10	0.10	0.10	0.10
Inspections outside of normal business hours*	75.00	75.00	75.00	75.00
Reinspection Fee*	50.00	50.00	50.00	50.00
Inspection for which no fee is specifically indicated*	50.00	50.00	50.00	50.00
Additional plan review required by changes, additions or revisions to approve plans (minimum charge, one hour)*	100.00	100.00	100.00	100.00

Exhibit A - Fee Schedule for FY2022-23 Budget Year

	2020	2021	2022	2023
*Or the hourly cost to the jurisdiction, whichever is greater. The cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of all the employees involved				
Contractor Registration - New and Renewal for Electrical, Mechanical, Plumbing, Sign, Soft Water, Mover and Wrecker	100.00	100.00	100.00	100.00
New Contractor Set up fee	100.00	100.00	100.00	100.00
Registration card - Electrical, Mechanical, Plumbing: Master or Journeyman	25.00	25.00	25.00	25.00
Registration card - Electrical: Master or Journeyman new or renewal after January 31, will be investigation fee + registration card fee		80.00	80.00	80.00
License: Mechanical, Plumbing, Soft Water - Master	50.00	50.00	50.00	50.00
License: Mechanical, Plumbing, Soft Water - Journeyman	25.00	25.00	25.00	25.00
License: Mechanical, Plumbing, Soft Water - Apprentice	0.00	0.00	0.00	0.00
Board of Appeals application: Building, Electrical, Mechanical, Plumbing	55.00	55.00	55.00	55.00
Board of Appeals - Review of Decision/Test Fees: Building, Electrical, Mechanical, Plumbing	55.00	55.00	55.00	55.00
Investigation Fee	55.00 or cost of permit	55.00 or cost of permit	55.00 or cost of permit	55.00 or cost of permit
Mobile Home Park Registration (annual)				
Park with Facilities for 2-3 Mobile Homes	125.00	125.00	125.00	
Park with Facilities for 4-15 1 - 20 Mobile Homes	150.00	150.00	150.00	150.00
Park with Facilities for 16-25 Mobile Homes	175.00	175.00	175.00	
Park with Facilities for 26-50 21 - 50 Mobile Homes	200.00	200.00	200.00	200.00
Park with Facilities for 51 - 100 Mobile Homes	250.00	250.00	250.00	250.00
Park with Facilities for over 100 Mobile Homes	300.00	300.00	300.00	300.00
Mobile Sign Permit Fee for Special Event	100.00	100.00	100.00	100.00
Mobile Sign Permit Fee for 45 days	150.00	150.00	150.00	150.00
Temporary Buildings	100.00	100.00	100.00	100.00
Water Well Registration (Groundwater Control Area Only)	50.00	50.00	50.00	50.00
License Agreement	SEE PUBLIC	SEE PUBLIC	SEE PUBLIC	SEE PUBLIC
Denial of application for license agreement	WORKS	WORKS	WORKS	WORKS
EMERGENCY MANAGEMENT				
Alarm Registration Fee (yearly)	125.00	125.00	125.00	140.00
Digital Alarm Monitoring Fee (yearly-registration fee included)	300.00	300.00	300.00	330.00
False Alarms (each)	120.00	120.00	120.00	135.00
Audio Tapes (per tape, includes search costs)	30.00	30.00	30.00	35.00
Video Alarm Monitor	1,850.00	1,850.00	1,850.00	2,000.00
Alarm Activity Report Fee	15.00	15.00	15.00	20.00
FINANCE DEPARTMENT FEES				
Returned Check Charge (All City Departments)	50.00	50.00	50.00	50.00
GITV DVD (per segment)	30.00	30.00	30.00	30.00
FIRE DEPARTMENT FEES				
Gas leak calls that originate from Northwestern Energy which are found not to be an interior leak and with no threat to life or property	200.00/hr	200.00/hr	200.00/hr	200.00/hr
False Alarm fee for commercial alarm systems of more than three in 12 consecutive months	180.00	180.00	180.00	180.00
Site assessment fee open burn	220.00	220.00	220.00	220.00
Special display fireworks permit fee	220.00	220.00	220.00	220.00
Pyrotechnics fee	220.00	220.00	220.00	220.00
Environmental site assessment fee	30.00	30.00	30.00	45.00
Inspection callback fee for code violation requiring three or more visits	60.00	60.00	60.00	60.00
Nuisance Engine company run fee	200.00	200.00	200.00	200.00
Copy of Fire Report	10.00	10.00	10.00	10.00
Open Burning Permits	10.00	10.00	10.00	10.00
Underground tank installation and/or closure fee per tank	100.00	100.00	100.00	100.00
Underground tank inspection (once every 3 years)	220.00	220.00	220.00	220.00
Education Fees				
Fire Extinguisher Class	75.00 minimum (up to 5 students) + 10.00 for each additional student	75.00 minimum (up to 5 students) + 10.00 for each additional student	75.00 minimum (up to 5 students) + 10.00 for each additional student	75.00 minimum (up to 5 students) + 10.00 for each additional student
CPR BLS Health Care Provider New (per 6 people, books not included) Books are 12.00 each	200.00	200.00	200.00	200.00
CPR Class Recertification (per 6 people, books are not included) Books are 12.00 each	150.00	150.00	150.00	150.00
HeartSaver AED (per 6 people, books not included) Books are 12.00 each	165.00	165.00	165.00	165.00
CPR for family/friends: All ages (per 6 people, books not included) Books are 7.50/5 books	95.00	95.00	95.00	95.00

Exhibit A - Fee Schedule for FY2022-23 Budget Year

	2020	2021	2022	2023
HeartSaver CPR, AED and First Aid (per 6 people, books not included) Books are 13.95 each	300.00	300.00	300.00	300.00
Temporary Structures				
Tents over 200 sq ft	110.00	110.00	110.00	110.00
Canopies over 400 sq ft	110.00	110.00	110.00	110.00
Child Care Inspection*				
Consultation	60.00	60.00	60.00	60.00
0-8 people	50.00	50.00	50.00	50.00
0-12 people	60.00	60.00	60.00	60.00
13 + people	85.00	85.00	85.00	85.00
Fire Safety Inspection Fees				
Major Event Life Safety Inspection Fee	125.00/event	125.00/event	125.00/event	125.00/event
State Fair Inspection Fee	1600.00/yr	1600.00/yr	1600.00/yr	1600.00/yr
Hall County Fair Inspection Fee	275.00/yr	275.00/yr	275.00/yr	275.00/yr
Occupancy Use Permit Fee (once every three years)	Refer to fire dept graduated scale	Refer to fire dept graduated scale	Refer to fire dept graduated scale	Refer to fire dept graduated scale
Liquor Inspection (each)*				
Consumption	125.00	125.00	125.00	125.00
Non-consumption	75.00	75.00	75.00	75.00
Hospital, Nursing Home, Health Care (each inspection)*				
50 beds or less*	50.00	50.00	50.00	50.00
51-100 beds*	100.00	100.00	100.00	100.00
101 or more beds*	150.00	150.00	150.00	150.00
Foster Care Homes*	40.00	40.00	40.00	40.00
Commercial Building Fire Review Fee / % of Building Permit Fee	50%	50%	50%	50%
For duplicate building plans submitted within one (1) year of the review of the original plans	20%	20%	20%	20%
Alarm System Review	125.00	125.00	125.00	125.00
Sprinkler System Review	125.00/Riser +50.00/design area	125.00/Riser +50.00/design area	125.00/Riser +50.00/design area	125.00/Riser +50.00/design area
Hood System Review	125.00	125.00	125.00	125.00
Suppression System (other)	125.00	125.00	125.00	125.00
Fireworks Permit	550.00	550.00	550.00	550.00
*Fees regulated by State of Nebraska				
Standby Fees				
Fire Engine/Rescue Company (3 employees + truck)	210.00/hr 2 hour minimum	210.00/hr 2 hour minimum	210.00/hr 2 hour minimum	210.00/hr 2 hour minimum
Fire Safety Standby (one employee, no fire apparatus)	100.00/hr	100.00/hr	100.00/hr	100.00/hr
Provide Emergency Services at planned event without Ambulance	100.00 per hour 2 hour minimum	100.00 per hour 2 hour minimum	100.00 per hour 2 hour minimum	100.00 per hour 2 hour minimum
Ambulance (2 employees + ambulance)	140.00 per hour 2 hour minimum	140.00 per hour 2 hour minimum	140.00 per hour 2 hour minimum	140.00 per hour 2 hour minimum
AMBULANCE DIVISION				
Basic Life Support, non-emergency transport, plus mileage (one way)	520.00	560.00	560.00	560.00
Basic Life Support emergency transport, plus mileage(one way)	832.00	896.00	896.00	896.00
Advanced Life Support 1, non-emergency transport plus mileage (one way)	624.00	672.00	672.00	672.00
Advanced Life Support Level 1 emergency transport, plus mileage (one way)	988.00	1,064.00	1,064.00	1,064.00
Advanced Life Support Level 2, emergency transport, plus mileage (one way)	1,430.00	1,540.00	1,540.00	1,540.00
Advanced Life Support emergency service, treatment given but no transport; plus supplies	400.00	400.00	400.00	400.00
Additional Attendant	250.00	250.00	250.00	250.00
Specialty Care Transport	N/A	N/A	N/A	N/A
Mileage Fee, per patient mile	20.00	20.00	20.00	20.00
Lift Assist call to Care Facility	100.00	100.00	400.00	265.00
Transportation for Flight Crew from Airport to Hospital and Back	350.00 Per Round Trip	350.00 Per Round Trip	350.00 Per Round Trip	350.00 Per Round Trip
The Fire Chief is authorized to negotiate ambulance fees based on insurance agreements, medicare and medicaid maximum allowable charges or when its in the best interest of the City.				
Mayor and Council have established fees for certain medical supplies used for ambulance calls based on prices currently charged by Saint Francis Medical Center. The Fire Chief is authorized to adjust prices and add or delete products as necessary.				
PARAMEDIC SERVICE RATES				
Oxygen	59.00	59.00	59.00	59.00
O.B. Kits	20.00	20.00	20.00	20.00
Splints (air and/or hare traction)	26.00	26.00	26.00	26.00
Spinal Immobilization	95.00	95.00	95.00	95.00

Exhibit A - Fee Schedule for FY2022-23 Budget Year

	2020	2021	2022	2023
Advanced Airway	150.00	150.00	150.00	150.00
IV1 (if single IV is started)	56.00	56.00	56.00	56.00
IV2 (multiple IV's started)	95.00	95.00	95.00	95.00
Bandages	15.00	15.00	15.00	15.00
Combo Pad	50.00	50.00	50.00	50.00
Resq Pod	N/A	N/A	N/A	N/A
Bone drill	125.00	125.00	125.00	125.00
SpCO Adhesive Sensor				80.00
Suction	15.00	15.00	15.00	15.00
LIBRARY				
Overdue charge on Library Materials (per item per day)	.15 Juvenile .30 Adult	.15 Juvenile .30 Adult	.15 Juvenile .30 Adult	FREE
Interlibrary loan per item (plus includes postage)	3.50	3.50	3.50	3.50
Photocopy/Computer Print (mono, 8 1/2"x11" or 14")	0.10	0.10	0.10	0.15
Photocopy/Computer Print (mono, 11"x17")	0.25	0.25	0.25	0.30
Photocopy/Computer Print (color, 8 1/2"x11")	0.75	0.75	0.75	0.75
Photocopy/Computer Print (color, 8 1/2"x14")	1.00	1.00	1.00	1.00
Photocopy/Computer Print (color, 11"x17")	1.50	1.50	1.50	1.50
Microform Reader-printer copy	0.50	0.50	0.50	0.50
Replacement Fee for Lost ID Card	1.00/card	1.00/card	1.00/card	1.00/card
Processing Fee for Lost Material	Replacement Cost	Replacement Cost	Replacement Cost	Replacement Cost
FAX Services				
Outgoing - Staff assisted - U.S. only	1st page 3.00	1st page 3.00	1st page 3.00	1st page 3.00
	Additional pages 1.50	Additional pages 1.50	Additional pages 1.50	Additional pages 1.50
Incoming - Staff assisted	1st page 2.00	1st page 2.00	1st page 2.00	1st page 2.00
	Additional pages 1.00	Additional pages 1.00	Additional pages 1.00	Additional pages 1.00
Outgoing - Self service (Credit/Debit) - U.S.	1st page 1.75	1st page 1.75	1st page 1.75	1st page 1.75
	Additional pages 1.00	Additional pages 1.00	Additional pages 1.00	Additional pages 1.00
Outgoing - Self service (Credit/Debit) - International	1st page 3.95	1st page 3.95	1st page 3.95	1st page 3.95
	Additional pages 3.45	Additional pages 3.45	Additional pages 3.45	Additional pages 3.45
Non-Resident Annual Card Fee	40.00	40.00	40.00	40.00
Non Resident 3 Month Card Fee	10.00	10.00	10.00	10.00
Purchase of computer thumb drive	5.00	5.00	5.00	5.00
Purchase of computer headphones	1.00	1.00	1.00	1.00
Makerspace Non-Program Library Supplies				
3-D Printer filament (per gram)	0.10	0.10	0.10	0.10
Cricut Machine library-supplied 8 1/2"x11" paper (per sheet)	0.10	0.10	0.10	0.10
Cricut Machine library-supplied 8 1/2"x11" card stock (per sheet)	0.30	0.30	0.30	0.30
Thermal Laminating (per pouch)				
Bookmark/Index/ID Card	0.15	0.15	0.15	0.15
Letter size	0.20	0.20	0.20	0.20
Legal size	0.40	0.40	0.40	0.40
Button Maker (per button)				
Small (1")	0.10	0.10	0.10	0.10
Large (2.25")	0.15	0.15	0.15	0.15
Sewing/Embroidery thread (per 2,000 stitches)				0.25
Plotter/Large Format Printer/Vinyl Cutter (per foot)	2.50	2.50	2.50	2.50
Cork - 4" round or square	0.45	0.45	0.45	0.50
Engraving Plastic (per 1" x 12")				1.00
Glassware	1.50	1.50	1.50	1.50
Etching Spray (per item)				3.25
Wood - 1/8" thick				
8" x 8"	1.00	1.00	1.00	1.00
10" x 10"	1.15	1.15	1.15	1.15
12" x 12"	1.50	1.50	1.50	1.50
Wood - 1/4" thick				
12" x 12"	2.50	2.50	2.50	2.50
Sublimation Blanks				
Letter-size sublimation print				0.75
Legal-size sublimation print				1.00
Hardboard Tiles (4.25" x 4.25")		1.50	1.50	
Coasters (4" x 4")		1.25	1.25	1.50
Keychain-(2.5" round)- (assorted shapes/sizes)		1.25	1.25	1.50
Badge Size		1.00	1.00	
Ornament - Metal		3.00	3.00	3.00
Ornament - Plastic				1.50
11 oz. mug				2.00
15 oz. mug				2.50

Exhibit A - Fee Schedule for FY2022-23 Budget Year

	2020	2021	2022	2023
Dog/ID tags				2.00
1.5 oz. glass				2.00
Magnets (assorted shape/size)				1.50
License Plate			5.00	5.00
PARKS AND RECREATION DEPARTMENT				
CEMETERY DIVISION				
Open/Close Grave (per burial) **oversize vault			155.00	200.00
Urn Vault over 16" x 16"			55.00	65.00
Adult	800.00	850.00	900.00	1,000.00
Child	325.00	350.00	375.00	400.00
Ashes	275.00	300.00	350.00	400.00
Columbarium	225.00	250.00	260.00	275.00
Saturday Open/Close (per burial)				
Adult	900.00	1,000.00	1,050.00	1,200.00
Child	375.00	400.00	450.00	500.00
Ashes	375.00	400.00	450.00	500.00
Columbarium	250.00	250.00	275.00	300.00
Burial Space				
One	800.00	850.00	900.00	1,000.00
Two	1,600.00	1,700.00	1,800.00	2,000.00
One-Half Lot (4 or 5 spaces)	3,200.00	3,400.00	3,600.00	4,000.00
Full Lot (8 or 10 spaces)	6,400.00	6,800.00	7,200.00	8,000.00
Babyland	160.00	175.00	180.00	200.00
Cremation Space - Section J	400.00	450.00	475.00	500.00
Transfer Deed (each new deed)	60.00	70.00	75.00	80.00
Columbarium 12x12 Niche - Single	650.00	700.00	725.00	750.00
Columbarium 12x12 Niche - Double	850.00	900.00	925.00	950.00
Columbarium Emblem Engraving	25.00	25.00	30.00	40.00
Burial Space w/flat markers in Section J				
One	650.00	700.00	750.00	850.00
Two	1,300.00	1,400.00	1,500.00	1,700.00
One-half lot (4-5 spaces)	2,600.00	2,800.00	3,000.00	3,400.00
Full lot (8-10 spaces)	5,200.00	5,600.00	6,000.00	6,800.00
Cremation Space	400.00	450.00	475.00	500.00
Headstone Flagging Fee	40.00	40.00	50.00	50.00
Disinterment				
Adult				2,500.00
Child				900.00
Ashes				750.00
RECREATION DIVISION				
The Parks and Recreation Director shall establish fees for miscellaneous merchandise sales, tournament and league play and special events and promotions				
Volleyball Program				
Sports League/Tournaments - Per Team	125.00 - 650.00 per session	125.00 - 650.00 per session	125.00-675.00 per session	125.00-800.00 per session
***Volleyball, Basketball and Flag Football program and tournament fees determined by the number of teams signed up to play.				
Playground & miscellaneous Programs & camps	5.00-100.00	5.00-100.00	5.00-125.00	5.00-150.00
Kinder camp & Playground Pals	12.00-per-participant	12.00-per-participant	12.00-per-participant	
Authorized Provider Red Cross Courses	30.00 - 200.00	30.00 - 200.00	30.00 - 225.00	30.00 - 250.00
Stolley Park-Small Picnic Shelter (1/2 day)	30.00	30.00	35.00	35.00
Stolley Park-Small Picnic Shelter (all day)	60.00	60.00	60.00	60.00
Large Picnic Shelter (1/2 day)				40.00
Large Picnic Shelter (all day)				70.00
Stolley Park Kitchen (1/2 day)	30.00	30.00	35.00	
Stolley Park Kitchen (all day)	60.00	60.00	60.00	
Athletic Field Rental (per field)	55.00	55.00	55.00	60.00
Athletic Field Preparation (1 time) per field	55.00	55.00	55.00	60.00
Preparation for grass infield baseball field				75.00
Athletic Field Preparation Additional services per field	30.00 - 200.00	30.00 - 200.00	30.00 - 300.00	30.00 - 330.00
Youth league per field per day	15.00	15.00	16.00	17.00
Adult/Select team league per field per day	35.00	35.00	37.00	40.00
Online reservation practice time per field	12.00/hour	12.00/hour	12.00/hour	15.00/hour
Soccer Recreational League Field Setup Fee per field	100.00	100.00	100.00	125.00
Soccer Select and Adult League Field Setup Fee per field	165.00	165.00	165.00	200.00

Exhibit A - Fee Schedule for FY2022-23 Budget Year

	2020	2021	2022	2023
AQUATICS				
The Parks and Recreation Director shall establish fees for miscellaneous merchandise sales, tournament and league play and special events and promotions				
Lincoln Pool				
Daily Fees - ages 4 & under w/paying adult	Free	Free	Free	Free
Daily Fees - ages 5 to 15	3.00	3.00	3.50	3.50
Daily Fees - ages 16 to 54	4.00	4.00	4.50	4.50
Daily Fees - ages 55 & Over	3.00	3.00	3.50	3.50
Lincoln Swimming Lessons per person/per session	35.00	35.00	35.00	37.00
Season Passes				
Ages 4 and under	Free	Free	Free	Free
Youth ages 5-15	45.00	45.00	45.00	48.00
Adult ages 16-54	55.00	55.00	55.00	60.00
Senior age 55+	45.00	45.00	45.00	48.00
Single parent family	95.00	95.00	95.00	100.00
Family	125.00	125.00	125.00	135.00
Private Pool Rental	175.00/hr	175.00/hr	175.00/hr	185.00/hr
WATER PARK				
Locker/Life Jacket Rental	3.00/daily 2.00 deposit or driver's license	3.00/daily 2.00 deposit or driver's license	3.00/daily 2.00 deposit or driver's license	3.00/daily 2.00 deposit or driver's license
Inner Tube Rental - Single	4.00/daily 1.00 deposit	4.00/daily 1.00 deposit	4.00/daily 1.00 deposit	4.00/daily 1.00 deposit
Inner Tube Rental - Double	5.00/daily 1.00 deposit	5.00/daily 1.00 deposit	5.00/daily 1.00 deposit	5.00/daily 1.00 deposit
Daily Fees				
Children age 4 & under w/paying adult	Free	Free	Free	Free
Children ages 5 to 15	8.00	8.00	8.00	8.00
Adults ages 16 to 54	9.00	9.00	9.00	9.00
Adults age 55 and over	8.00	8.00	8.00	8.00
Family One Day Pass (Family includes two adults and up to four children)	30.00	30.00	30.00	30.00
Season Passes				
Children ages 5 to 15	80.00	80.00	80.00	80.00
Adults ages 16 to 54	90.00	90.00	90.00	90.00
Adults age 55 and over	80.00	80.00	80.00	80.00
Husband or Wife and Family	170.00	170.00	170.00	170.00
Family	200.00	200.00	200.00	200.00
Replace Season Pass	10.00	10.00	10.00	10.00
Gold Season Passes				
Children ages 5 - 15	100.00	100.00	100.00	100.00
Adults age 16 to 54	110.00	110.00	110.00	110.00
Adults age 55 and over	100.00	100.00	100.00	100.00
Husband or Wife and Family	210.00	210.00	210.00	210.00
Family	250.00	250.00	250.00	250.00
Group Fees - Age Group				
10-29 people 5 to 15	7.00	7.00	7.00	7.00
10-29 people 16 to 54	8.00	8.00	8.00	8.00
10-29 people 55 and over	7.00	7.00	7.00	7.00
30-59 people 5 to 15	6.75	6.75	6.75	6.75
30-59 people 16 to 54	8.00	8.00	8.00	8.00
30-59 people 55 and over	6.75	6.75	6.75	6.75
60+ people 5 to 15	6.50	6.50	6.50	6.50
60+ people 16 to 54	7.50	7.50	7.50	7.50
60+ people 55 and over	6.50	6.50	6.50	6.50
Consignment Program - Island Oasis				
Age 5-15	5.75	5.75	5.75	5.75
Age 16-55	6.75	6.75	6.75	6.75
55 - Over	5.75	5.75	5.75	5.75
Family	25.00	25.00	25.00	25.00
Pool Rental	500.00/1 hr includes use of inner tubes	500.00/1 hr includes use of inner tubes	500.00/1 hr includes use of inner tubes	500.00/1 hr includes use of inner tubes
All day facility rental 12:00 - 9:00 pm	15,000.00	15,000.00	15,000.00	15,000.00
Swimming Lessons	35.00 per session	35.00 per session	35.00 per session	37.00 per session
Souvenir Stand items	2.00-20.00	2.00-20.00	2.00-20.00	2.00-20.00
Concession Stand Items	1.00-15.00	1.00-15.00	1.00-15.00	1.00-15.00

Exhibit A - Fee Schedule for FY2022-23 Budget Year

	2020	2021	2022	2023
GOLF COURSE				
Landscapes Golf Management shall establish fees for miscellaneous merchandise sales, tournament and league play and special events and promotions.				
Weekday Golfing				
Seniors 55 and older (weekdays & after 1:00 on weekends)				
9 holes - Seniors 55 and older	14.50	14.50	15.50	16.50
18 holes - Seniors 55 and older	21.50	21.50	23.00	24.00
9 holes	16.50	16.50	17.50	18.50
Additional 9 holes (after 18 holes)	7.00	7.00	10.00	11.00
18 holes	23.50	23.50	25.00	26.00
Junior Golf-9 holes	11.50	11.50	12.50	13.50
Junior Golf-18 holes	18.50	18.50	20.00	21.00
9 holes weekend/holidays	19.00	19.00	21.00	22.00
18 holes weekend/holidays	26.00	26.00	28.00	29.00
Ages 10-15 with a paying adult	5.00	5.00	10.00	10.00
Ages 6-9 with a paying adult			5.00	5.00
Under age 6 with a paying adult			FREE	FREE
9 Hole Twilight Rate w/cart	18.00	18.00	19.00	20.00
Passes (annual) Purchased from December 1 through January 31				
Adult Seven Day	550.00	550.00	585.00	615.00
Additional Family Member	245.00	245.00	260.00	275.00
Family Pass	775.00	775.00	820.00	850.00
Adult Five Day Pass (Mon-Fri only)	425.00	425.00	445.00	465.00
Junior/Student 7 day pass includes full time college students	205.00	205.00	220.00	230.00
Senior 7 Day Pass (55 & Older)	350.00	350.00	380.00	400.00
Golf Car Pass, per rider	535.00	535.00	560.00	590.00
Passes (annual) Purchased from February 1 through June 30				
Adult Seven Day	610.00	610.00	650.00	680.00
Additional Family Member	270.00	270.00	290.00	305.00
Family Pass	880.00	880.00	900.00	945.00
Adult Five Day Pass (Mon-Fri only)	465.00	465.00	495.00	520.00
Junior/Student 7 day pass includes full time college students	220.00	220.00	240.00	250.00
Senior 7 Day Pass (55 & Older)	385.00	385.00	425.00	450.00
Golf Car Pass, per rider	535.00	535.00	560.00	590.00
Passes (annual) Purchased from July 1 through November 30				
Adult Seven Day	305.00	305.00	325.00	340.00
Additional Family Member	135.00	135.00	145.00	150.00
Family Pass	440.00	440.00	450.00	475.00
Adult Five Day Pass (Mon-Fri only)	235.00	232.50	247.50	260.00
Junior/Student 7 day pass includes full time college students	125.00	110.00	120.00	130.00
Senior 7 Day Pass (55 & Older)	205.00	192.50	212.50	225.00
Golf Car Pass, per rider	270.00	267.50	280.00	300.00
Daily Access Fee (included in daily green fee)(collected from each player per round played by an individual possessing a season pass)	3.26	3.26	3.72	4.00
Range				
Adult Annual Range Pass*		150.00	225.00	235.00
Family Range Pass (In Household)		200.00	300.00	315.00
Youth Range Pass (18 & Under)		100.00	150.00	160.00
*Discount for Season Passholder			10%	10%
Cart Rental				
9 holes, per rider	11.50	11.50	12.00	13.00
18 holes, per rider	16.50	16.50	17.00	18.00
Golf Cart Punch Cards - 9 holes (increase punches from 17 to 20) 2022 Only Expires 12/31/2022	140.00	140.00	175.00	185.00
Golf Cart Punch Cards - 18 holes (increase punches from 17 to 20) 2022 Only Expires 12/31/2022	220.00	220.00	275.00	295.00
Ages 15 and under with paying adult	No Cost	No Cost	5.00	5.00
Golf Outings*				
Outing Weekday Fee - Includes Golf & Cart		34.00	37.00	39.00
Outing Weekend Fee - Includes Golf & Cart		39.00	42.00	44.00
*Discounts may be offered for non-peak hours or group size				
HEARTLAND PUBLIC SHOOTING PARK				

Exhibit A - Fee Schedule for FY2022-23 Budget Year

	2020	2021	2022	2023
The Parks & Recreation Director shall establish fees for miscellaneous merchandise sales, tournament and league play and special events and promotions.				
Archery (Adult) Practice range	7.75	7.75	7.75	8.00
Archery (Youth) Practice range	5.25	5.25	5.25	6.00
Archery (Adult) 3D Short Course	15.50	15.50	15.50	16.00
Archery (Youth) 3D Short Course	9.00	9.00	9.00	10.00
Archery Punch Card: 6 visits short course	80.00	80.00	80.00	85.00
Adult Skeet/trap per round (25 targets/round)	7.00	7.00	7.00	7.25
Skeet/Trap - Youth Rate (age 18 & under)	5.50	5.50	5.50	5.75
Skeet/Trap Punch Card rate - 12 rounds @ 6.67/round	78.75	78.75	78.75	83.00
Adult Sporting Clays per round (50 targets/round)	19.50	19.50	19.50	20.00
Adult Sporting Clays per round (100 targets/round)	35.50	35.50	35.50	36.50
Sporting Clays - Punch Card rate - 6 rounds @ 18.33/round	106.00	106.00	106.00	113.00
Youth Sporting Clays per round (50 target/round)	14.50	14.50	14.50	15.00
Youth Sporting Clays per round (100 target/round)	29.00	29.00	29.00	30.00
Counters - Trap/Skeet (per target)	0.25	0.25	0.25	0.26
Counters - Sporting clays (per target)	0.32	0.32	0.32	0.33
Adults 5 Stand per round (25 targets/round)	7.75	7.75	7.75	8.00
Youth 5 Stand per round (25 targets/round)	5.75	5.75	5.75	6.00
Daily fee Rifle/Handgun Adult per day	16.00	16.00	16.00	17.00
Daily fee Rifle/Handgun Youth	8.00	8.00	8.00	9.00
Family Pass Rifle/Handgun (12 months)	200.00	200.00	200.00	225.00
Rifle Range Rental w/o RSO (Law Enforcement per day)	110.00	115.00	115.00	115.00
Rifle Range Rental with RSO (Law Enforcement per day)	220.00	225.00	225.00	225.00
Rifle Range Rental w/o RSO (Business Rate per day)	550.00	550.00	550.00	550.00
Rifle Range Rental with RSO (Business Rate per day)	655.00	655.00	655.00	655.00
Golf Cart Rental per round (per rider)	8.00	8.00	8.00	8.00
Golf Cart Rental per half day	30.00	30.00	30.00	30.00
Golf Cart Rental per day (4 rider limit)	60.00	60.00	60.00	60.00
Range time for Instructors with staff 5 per student minimum charge	22.00	25.00	25.00	25.00
Range time for Instructors without staff per student with no minimum	16.00	16.00	16.00	16.00
Classroom Rental (Shooting Sports Educational per day)	110.00	110.00	110.00	110.00
Classroom Rental (Business Rate per day)	225.00	225.00	225.00	225.00
Classroom Rental with associated shooting event	N/C	N/C	N/C	N/C
Camping with electricity/water (per night)	37.00	37.00	37.00	37.00
Camping during events (per night)	47.00	47.00	47.00	47.00
Camping for Youth no water/electricity (per night)	5.00	5.00	5.00	5.00
Camping no water/electricity (per night)	12.50	12.50	12.50	12.50
Off hours Law enforcement training (annual)	1,850.00	1,950.00	1,950.00	2,000.00
High School team practice (per target)	0.16	0.17	0.17	0.18
HPSP reserves the right to adjust trap, skeet and sporting clay fee's in relation to clay target costs				
Stolley Park Train				
Individual Rates				
Ages 2 and under w/paying adult	Free	Free	Free	Free
Single rider (4 and over)	3.00	3.00	3.00	3.50
10 Ride Punch Card	20.00	20.00	20.00	23.50
25 Ride Punch Card	50.00	50.00	50.00	58.50
50 Ride Punch Card	75.00	75.00	75.00	87.75
Unlimited rides	150.00/hr	150.00/hr	150.00/hr	175.00
Community Fieldhouse				
Admission & Rental Prices				
Drop In:				
Children under 2	Free	Free	Free	Free
Children (2-4)	2.25	2.50	2.50	3.00
Youth (5-15) & Seniors (55 & older)	5.00	5.50	5.50	5.50
Seniors (55 & older)				6.00
Adults (16-54)	6.25	6.50	6.50	6.50
Student Pass Discount (Ages 16 and over w/student ID)	5.25	5.50	5.50	5.75
Rental (Hourly)				
Full Turf Field (Primary hours)	115.00	115.00	120.00	122.00
Full Turf Field (Non primary hours) M-F 2:00 pm-5:00 pm Sat 8:00 - 12:00	86.00	86.00	90.00	92.00
Full Turf Field Tournament (6 hour minimum)	75.00	75.00	78.00	79.50
Half Turf Field (Primary hours)	65.00	65.00	68.00	69.50
Half Turf Field Tournament (6 hour minimum)	41.00	41.00	44.00	45.00
Half Turf Field (Non primary hours) M-F 2:00 pm-5:00 pm Sat 8:00-12:00	47.00	47.00	50.00	51.00
Basketball Court (Primary hours)	32.00	32.00	32.00	32.50
Basketball Court (Non primary hours) M-F 2:00 pm-5:00 pm Sat 8:00-12:00	23.00	23.00	23.00	23.50
Basketball Court Tournament (6 hour minimum)	20.00	20.00	20.00	20.50

Exhibit A - Fee Schedule for FY2022-23 Budget Year

	2020	2021	2022	2023
Volleyball Court (Primary hours)	22.00	22.00	22.00	22.50
Volleyball Court (Non primary hours) M-F 2:00 pm-5:00 pm Sat 8:00-12:00	17.00	17.00	17.00	17.50
Volleyball Court Tournament (6 hour minimum)	15.00	15.00	15.00	15.50
Batting Cage Rental				
Hour	28.00	28.00	28.00	28.00
League Fees:				
Per Individual Leagues	20.00-125.00	20.00-125.00	20.00-150.00	20-200
Per Team Leagues	110.00-650.00	110.00-650.00	110.00-700.00	110.00-800.00
Small meeting room	17.50/hr	17.50/hr	20.00/hr	21.00
Kitchen/large room	32.00/hr	32.00/hr	35.00/hr	36.00
Birthday Party pkg #1: Half field rental/room rental, up to 20 children (\$3.00 per additional child)	84.00-260.00	84.00-260.00	84.00-300.00	84.00-350.00
Bouncer rental	22.00/hour	22.00/hour	25.00/hour	26.00
Facility rental (before or after hours)	165.00/hour	165.00/hour	175.00/hr	180.00
Overnight Lock in Package	630.00	630.00	650.00	660.00
Clinics/camps/tournaments	15.00-625.00	15.00-625.00	15.00-650.00	15.00-700.00
Season Passes for Fieldhouse (October thru April)				
Toddler Pass (ages 2-4)	48.00	48.00	48.00	54.00
Youth Pass (5-15)	73.00	73.00	73.00	90.00
Student Pass (Ages 16 and over w/student ID)	96.00	96.00	96.00	96.00
Adult Pass (16-54)	120.00	120.00	120.00	120.00
Senior (55+)	73.00	73.00	73.00	108.00
Season Passes for Fieldhouse (January thru April)				
Toddler Pass (ages 2-4)	30.00	30.00	30.00	33.00
Youth Pass (ages 5-15)	43.00	43.00	43.00	50.00
Student Pass (ages 16 and over w/student ID)	54.00	54.00	54.00	57.00
Adult Pass (ages 16-54)	67.00	67.00	67.00	72.00
Senior (55+)	43.00	43.00	43.00	65.00
10 Visit Punch Card				
Toddler (age 2-4) with supervising adult	Free	Free	Free	Free
Youth (age 5-15)	37.00	37.00	37.00	44.00
Student (ages 16 and over w/student ID)	47.00	47.00	47.00	46.00
Adult (ages 16-54)	58.00	58.00	58.00	52.00
Senior (age 55+)	37.00	37.00	37.00	48.00
PLANNING				
Zoning				
Zoning Map Amendment: Grand Island	850.00	900.00	900.00	950.00
Ordinance Amendment	850.00	900.00	900.00	950.00
CD, RD, TD Rezoning, Grand Island	850.00	900.00	900.00	950.00
Subdivisions				
Preliminary Plat	450.00 plus 15.00/lot	450.00 plus 15.00/lot	450.00 plus 15.00/lot	450.00 plus 20.00/lot
Final Plat - Administrative Approval				
Grand Island	55.00	55.00	55.00	60.00
Final Plat				
Grand Island Jurisdiction	470.00 plus 10.00/lot	470.00 plus 10.00/lot	470.00 plus 10.00/lot	490.00 plus 10.00/lot
Vacation of Plat	275.00	275.00	300.00	325.00
Comprehensive Plan				
Map Amendment	850.00	900.00	900.00	950.00
Text Amendment	850.00	900.00	900.00	950.00
Publications				
Grand Island Street Directory	18.00	20.00	20.00	25.00
Comprehensive Plan				
Grand Island	100.00	100.00	100.00	125.00
Other Municipalities	75.00	75.00	75.00	100.00
Zoning Ordinances				
Grand Island	35.00	35.00	40.00	40.00
Other Municipalities	35.00	35.00	35.00	35.00
Subdivision regulations				
Grand Island	35.00	35.00	40.00	40.00
Other Municipalities	35.00	35.00	35.00	35.00
Grand Island				
800 Scale Zoning Map Unassembled	150.00	150.00	180.00	200.00
Generalized Zoning Map	75.00	75.00	80.00	100.00
Future Land Use Map	75.00	75.00	80.00	100.00
Grand Island Street Map	20.00	20.00	20.00	25.00

Exhibit A - Fee Schedule for FY2022-23 Budget Year

	2020	2021	2022	2023
Hall County				
Zoning Map Generalized	75.00	75.00	80.00	100.00
Zoning Map 2" = 1 mile	100.00	100.00	100.00	150.00
Road Map	20.00	20.00	20.00	25.00
Wood River, Cairo, Doniphan, Alda				
Basemap	15.00	15.00	20.00	25.00
Zoning Map	75.00	75.00	75.00	100.00
Other Maps				
School District Maps	75.00	75.00	80.00	100.00
Election District Maps	75.00	75.00	80.00	100.00
Fire District Maps	75.00	75.00	80.00	100.00
Custom Printed Maps	20.00/sq ft in	20.00/sq ft in	20.00/sq ft in	25.00/sq ft in
Electronic Publications				
GIS Data CD	125.00	125.00	125.00	150.00
Aerial Photograph CD (MrSID Format)	125.00	125.00	125.00	150.00
Comprehensive Plans All Jurisdictions	125.00	125.00	125.00	150.00
Zoning and Subdivision Regulations All Jurisdictions	75.00	75.00	75.00	100.00
Custom PDF Map	30.00/ 1/2 hr	30.00/ 1/2 hr	30.00/ 1/2 hr	40.00/ 1/2 hr
Research & Documentation Fee	175.00/hr Minimum 2 hr	200.00/hr Minimum 2 hr	200.00/hr Minimum 2 hr	225.00/hr Minimum 2 hr
Flood Plain				
Letter of Map Interpretation	25.00	25.00	25.00	30.00
Review and Submission of LOMR	60.00	60.00	60.00	70.00
PACE Funding Level and Fees (\$250,000 minimum, no maximum)				
Application Fee		1,000.00	1,000.00	1,000.00
Administrative Fee		1% of loan not to exceed \$40,000	1% of loan not to exceed \$40,000	1% of loan not to exceed \$40,000
Annual Fee		1,000.00	1,000.00	1,000.00
POLICE DEPARTMENT				
Copy of Public Record Reports/Walk in	\$5.00 per report up to 10 pages, then \$1 each add'l 5 pages in 5 page increments	\$5.00 per report up to 10 pages, then \$1 each add'l 5 pages in 5 page increments	\$5.00 per report up to 10 pages, then \$1 each add'l 5 pages in 5 page increments	\$5.00 per report up to 10 pages, then \$1 each add'l 5 pages in 5 page increments
Copy of Public Record Reports/Mail or Fax	\$10.00 per report up to 10 pages, then \$1 each add'l 5 pages in 5 page increments	\$10.00 per report up to 10 pages, then \$1 each add'l 5 pages in 5 page increments	\$10.00 per report up to 10 pages, then \$1 each add'l 5 pages in 5 page increments	\$10.00 per report up to 10 pages, then \$1 each add'l 5 pages in 5 page increments
Copy of Complete Records Mail/Fax/Email	\$10.00 per report up to 10 pages, then \$1 each add'l 5 pages in 5 page increments	\$10.00 per report up to 10 pages, then \$1 each add'l 5 pages in 5 page increments	\$10.00 per report up to 10 pages, then \$1 each add'l 5 pages in 5 page increments	\$10.00 per report up to 10 pages, then \$1 each add'l 5 pages in 5 page increments
Firearms Permit	5.00	5.00	5.00	5.00
Towing Fee - Day	Actual Cost	Actual Cost	Actual Cost	Actual Cost
Towing Fee - Night	Actual Cost	Actual Cost	Actual Cost	Actual Cost
Impoundment Fee for TOWED Vehicle	35.00	35.00	35.00	35.00
Storage Fee for Impounded Vehicle (per day)	12.00	12.00	12.00	12.00
Alcohol Test for DUI (each time)	149.15	149.15	150.00	150.00
Solicitor's Permit (30 day permit)	30.00	30.00	30.00	30.00
Solicitor's Permit - Application Fee (Nonrefundable)	30.00	30.00	30.00	30.00
Street Vendor's Permit - Application Fee (Nonrefundable)	30.00	30.00	30.00	30.00
Street Vendor's Permit - 30 days	30.00	30.00	30.00	30.00
Street Vendor's Permit - 90 days	75.00	75.00	75.00	75.00
Street Vendor's Permit - 365 days	250.00	250.00	250.00	250.00
Traffic Control Request for House/Building Move within City Limits of Grand Island	Overtime Retail Rate for each Officer involved, 2 hr minimum	Overtime Retail Rate for each Officer involved, 2 hr minimum	Overtime Retail Rate for each Officer involved, 2 hr minimum	Overtime Retail Rate for each Officer involved, 2 hr minimum
Parking Ramp Permit Fees:				
Lower Level: "Reserved Monthly"	30.00/month	30.00/month	30.00/month	30.00/month
Middle & Upper levels: "Reserved Monthly"	Free	Free	Free	Free
Downtown Metered Parking	20.00 per 120 to 180 minutes	20.00 per 120 to 180 minutes	20.00 per 120 to 180 minutes	20.00 per 120 to 180 minutes
Additional 60 minutes or fraction thereof	20.00	20.00	20.00	20.00
Downtown Express Zone Parking	25.00 per 21 to 40 minutes	25.00 per 21 to 40 minutes	25.00 per 21 to 40 minutes	25.00 per 21 to 40 minutes
Additional 20 minutes or fraction thereof	25.00	25.00	25.00	25.00
Police Issued Parking Tickets (tickets issued away from downtown)	25.00	25.00	25.00	25.00
Vehicle Auction Bid Fee (per event)	15.00	15.00	15.00	15.00
Photographs-Video/E-mail	15.00	15.00	15.00	15.00
Photographs-Video/CD	20.00	20.00	20.00	20.00

Exhibit A - Fee Schedule for FY2022-23 Budget Year

	2020	2021	2022	2023
PUBLIC WORKS DEPARTMENT				
ENGINEERING				
Cut and/or Opening Permit	25.00	25.00	25.00	25.00
Sidewalk and/or Driveway permit	25.00	25.00	25.00	25.00
Sewer Tap/Cap Permit (Breakdown: PW 30-60, Building 59-40)	90.00	90.00	90.00	70.00
GIS CD Aerial photos on CD or DVD	55.00	55.00	55.00	55.00
s.f. Mylar Sepia	2.50	2.50	2.50	2.50
Traffic Count Map	12.00	12.00	12.00	12.00
Aerial Photos - \$/sq ft Individuals, businesses and consultants working for profit	3.75/sq. ft.	3.75/sq. ft.	3.75/sq.-ft.	3.75
Aerial Photos - \$/sq ft City Depts, Hall County Depts, other non-profit organizations	.75/sf	.75/sf	.75/sf	0.75
Directory Map	Planning sells	Planning sells	Planning sells	Planning sells
Quarter Section or any part thereof	10.00	10.00	10.00	10.00
Photo Mosaic (dependent upon number of sections) Minimum of two (2)	20.00	20.00	20.00	20.00
License Agreement Application (Non-refundable)	185.00	185.00	185.00	185.00
License Agreement Appeal	105.00	105.00	105.00	105.00
Sanitary Sewer Engineering Plan Review - % of project cost	1% of project cost	1% of project cost	1% of project cost	1.0%
Storm Sewer Engineering Plan Review (if no paving in project) - % of project cost	1% of project cost	1% of project cost	1% of project cost	1.0%
Paving Plan Review Fee - % of project cost	0.20% of project cost	0.20% of project cost	0.50% of project cost	50.0%
Large copy prints (minimum \$3.00 charge) - \$/sq ft	1.00/sf	1.00/sf	1.00/sf	1.00
Application for vacation of Right-of-Way or Easement (Non-refundable)	185.00	185.00	185.00	185.00
Investigation Fee (per Section 30-28 & 32-25 of City Code)	100.00	100.00	100.00	100.00
Late Charge (payment not received within 30 days)	35.00	35.00	35.00	35.00
Right of Way/Easement Utility Permit				Actual Filing Fees
TRANSIT DIVISION - NEW				
One-Way Trip (collected by Crane CRANE contractor, may be reduced for special promotions)	2.00	2.00	2.00	2.00
STREETS DIVISION				
Pavement cut (sawed), whether bituminous or concrete- \$/lf	6.50/lf + 30.00 callout	6.50/lf + 35.00 callout	6.50/lf + 40.00 callout	6.50
Pavement cut (sawed), whether bituminous or concrete- \$/callout				40.00
Curb section milling for driveways- \$/lf	10.00/lf + 40.00 callout & permits	10.00/lf + 45.00 callout & permits	10.00/lf + 45.00 callout & permits	10.00
Block party closure (waived for "National Night Out") - \$/day/event	75.00	75.00	75.00	75.00
Public Event Closure- per \$/day/event	75.00	75.00	75.00	75.00
Rolloff/Shipping Container Placement in Public Right-of-Way - \$/week or any part thereof	25.00/week or any part thereof	25.00/week or any part thereof	25.00/week or any part thereof	25.00
Storm Sewer Cleaning - \$/hr	275.00/hr	275.00/hr	275.00/hr	275.00
STORM WATER (bill based on water accounts)- Effective 4/1/2018				
Residential- \$/month	1.00	1.00	1.00	1.00
Commercial- \$/month	5.00	5.00	5.00	5.00
Industrial- \$/month	10.00	10.00	10.00	10.00
WASTEWATER TREATMENT (as Approved by Ordinance)				
SEWER SERVICE CHARGE- \$/month				
All Customers	8.24	8.24	8.24	8.24
VOLUME CHARGE- \$/Ccf				
Customers using City's Collection System- Inside City	3.64	3.77	3.88	3.99
Customers using City's Collection System- Outside City (120% of above rate)	4.37	4.52	4.66	4.79
Low-Strength Industrial Customer using City's Collection System	2.67	2.80	2.94	3.02
Customers Discharging Directly into City's Treatment Plant	1.19	1.21	1.22	1.24
VOLUME CHARGE, OTHER				
Customers without metered City water- \$/month	30.00	30.00	30.00	35.00
Commercial/Industrial Customers without metered City water- \$/Ccf (of sewage flow)	3.64	3.77	3.88	3.99
EXCESS STRENGTH SURCHARGE- \$/lb				
BOD Charge \$/lb over 250 mg/l	0.3248	0.3248	0.3248	0.3248
Suspended Solids Charge \$/lb over 250 mg/l	0.2177	0.2177	0.2177	0.2177
Oil & Grease \$/lb over 100 mg/l	0.1908	0.1956	0.2000	0.2045
Total Nitrogen \$/lb over 25 mg/l	0.8900	0.8866	0.9065	0.9269
LOW-STRENGTH INDUSTRIAL FOUR-PART CHARGE- \$/lb				

Exhibit A - Fee Schedule for FY2022-23 Budget Year

	2020	2021	2022	2023
BOD-Charge \$/lb over 0 mg/l	0.3248	0.3248	0.3248	0.3248
Suspended Solids Charge \$/lb over 0 mg/l	0.2177	0.2177	0.2177	0.2177
Oil & Grease \$/lb over 0 mg/l	0.1908	0.1956	0.2000	0.2045
Total Nitrogen \$/lb over 0 mg/l	0.8900	0.8866	0.9065	0.9269
SEPTIC TANK & SUMP CHARGES				
Charges for Septic Tank Sludge (minimum fee)- \$	8.40	8.40	8.40	8.40
Charges for Septic Tank Sludge-\$/per-100 gallons	7.40	7.40	7.40	7.40
Charges for High Excess-Strength Septic Sludge- per \$/1,000 gallons	420.00	420.00	420.00	420.00
Sump/Pit Sludge- \$/gal	0.19	0.19	0.21	0.21
Bulk Volume Rate- Inside City- \$/gal	0.062	0.062	0.062	0.062
Bulk Volume Rate- Outside City- \$/gal	0.740	0.074	0.074	0.074
New Septic Wastewater Haulers/Customers Deposit- \$ *deposit returned after 24-months of on-time septic bill payments	500.00	500.00	500.00	500.00
LABORATORY ANALYSIS- \$/sample				
Sample Collection Fee	42.50	42.50	42.50	44.50
BOD	42.50	42.50	42.50	43.75
CBOD	42.50	42.50	42.50	43.75
Chloride	16.00	16.00	16.00	16.50
Conductivity	9.75	9.75	9.75	10.00
Nitrogen, Ammonia	12.75	12.75	12.75	13.00
Nitrogen, TKN	27.50	27.50	27.50	28.25
Oil and Grease	80.00	80.00	80.00	82.50
pH	10.50	10.50	10.50	10.75
Total Suspended Solids	26.50	26.50	26.50	27.25
Alkalinity	13.25	13.25	13.25	13.75
Chlorine, Free	13.25	13.25	13.25	13.75
COD	60.00	60.00	60.00	61.75
Nitrogen, Nitrate	26.75	26.75	26.75	27.50
Phosphorus, Total	26.75	26.75	26.75	27.50
Microscopic Review of Materials for Image Capture				28.50
SEWER INSPECTION, CLEANING, & CONNECTION CHARGE				
TV Inspection of Sanitary Sewer- \$/ft, (minimum \$100.00 charge)	1.30/ft	1.30/ft	1.30/ft	1.50
-Televising Equipment- \$/hr	210.00/hr	210.00/hr	210.00/hr	210.00
-Sanitary Sewer Collection Crew (2 employees)- \$/hr	85.00/hr	85.00/hr	85.00/hr	85.00
Sewer Cleaning- \$/hr	275.00/hr	275.00/hr	275.00/hr	275.00
Unauthorized connections/re-connections- \$	400.00	400.00	400.00	400.00
Sewer Tap Permit (See eEngineering fees)	see Engineering Fees	see Engineering Fees	see Engineering Fees	Refer to Engineering Fees
EXCESSIVE POLLUTANT PENALTY				
If a person or business discharges amounts of permissible pollutants in excess of the amounts permitted by in the discharge permit, a penalty of \$1,100.00/-per day of violation shall be imposed on the violator. and paid by the person discharging wastes in violation of the permit	1,100.00	1,100.00	1,100.00	1,100.00
SOLID WASTE				
Minimum Charge (Landfill) (up to 560300 pounds)	5.00	5.00	10.00	10.00
Minimum Charge (Transfer Station) (up to 400260 pounds)	5.00	5.00	10.00	10.00
Passenger tire- \$/tire	4.00/tire	4.00/tire	4.00/tire	5.00
Passenger tire on rim- \$/tire	15.00/tire	15.00/tire	15.00/tire	17.00
Truck tire- \$/tire	10.00/tire	10.00/tire	10.00/tire	12.00
Truck tire on rim- \$/tire	25.00/tire	25.00/tire	25.00/tire	28.00
Implement tire- \$/tire	25.00/tire	25.00/tire	25.00/tire	28.00
Implement tire on rim- \$/tire	50.00/tire	50.00/tire	50.00/tire	55.00
Special Waste (as designated by Superintendent)* Fee set by Superintendent based on product received	Double the applicable rate	Double the applicable rate	Double the applicable rate	Double the applicable rate
Drive Off Fees	25.00	25.00	25.00	28.00
Appliances	10.00	10.00	10.00	12.00
Special Event	Actual costs	Actual costs	Actual costs	Actual costs
Solid Waste Charge Customers Deposit	250.00	250.00	250.00	250.00
LANDFILL SITE				
Asbestos, contaminated soils and other wastes requiring special handling may require Nebraska Department of Environmental Quality pre-approval and notification to landfill.				
General Refuse, solid waste (Residential Packer Truck)- \$/ton	30.63/ton	30.63/ton	30.63/ton	31.47
General Refuse, solid waste-+ and demolition material (Commercial/Rolloffs)- \$/ton	34.76/ton	34.76/ton	34.76/ton	35.75
Contaminated Soil- \$/ton	16.71/ton	16.71/ton	16.71/ton	17.17
Street Sweepings- \$/ton	4.46/ton	4.46/ton	4.46/ton	4.58
Liquid waste - sludge	not accepted	not accepted	not accepted	not accepted

Exhibit A - Fee Schedule for FY2022-23 Budget Year

	2020	2021	2022	2023
Asbestos- \$/ton (1 ton minimum)	94.69/ton 1 ton minimum	94.69/ton 1 ton minimum	94.69/ton 1 ton minimum	97.29
Tails & by-products- \$/ton	38.32/ton	38.32/ton	38.32/ton	39.37
Automotive Fluff- \$/ton	21.43/ton	21.43/ton	21.43/ton	21.43
Late load fee- \$/load	25.00/load	25.00/load	25.00/load	25.00
Set pricing for special projects with the approval of the Public Works Director and City Administrator				
TRANSFER STATION				
General Refuse, solid waste (Residential Packer Truck- \$/ton	35.18/ton	37.02/ton	38.35/ton	39.40
General refuse, solid waste and demolition materials (Commercial/roll-offs and small vehicles)- \$/ton	43.71/ton	46.00/ton	47.65/ton	48.96
COMPOST SITE				
All materials received at the compost site shall be clean of trash and debris. Plastic bags shall be removed by the hauler				
Grand Island Primary Residential Dwellings - clean grass, leaves or other compostable yard and garden waste, tree limbs/branches	No Charge	No Charge	No Charge	No Charge
Commercial Hauler Yard Waste - clean grass, leaves or other Compostable yard and garden waste- \$/ton	39.74/ton	39.74/ton	39.74/ton	40.83
Commercial Hauler - tree limbs/branches- \$/ton	39.74/ton	39.74/ton	39.74/ton	40.83
Compost- \$/cy	10.00/cy	10.00/cy	10.00/cy	10.00
Wood chips/mulch- \$/cy	3.00/cy	3.00/cy	3.00/cy	3.00
UTILITY SERVICE FEES				
Late Charge (payment not received prior to next billing)	2.00/plus 1% unpaid over 5.00	2.00/plus 1% unpaid over 5.00	2.00/plus 1% unpaid over 5.00	3% of total past due amount
Return Check Charge	50.00	50.00	50.00	50.00
Turn on Charge (electric and water; does not pertain to new connections/transfer of service)- All Hours Turn On Fee - Electric (does not pertain to new connections/transfer of service)	50.00	50.00	50.00	50.00
All Hours Turn On Fee - Water (does not pertain to new connections/transfer of service)				375.00
Disconnect fee (electric and water for any reason)	50.00	50.00	50.00	20.00
Backflow Processing Fee	2.00/month	2.00/month	2.00/month	2.00/month
Temporary Commercial Electric Service	150.00	150.00	150.00	175.00
Service Charge (new connections, transfer service)	20.00	20.00	20.00	20.00
Fire Sprinkler System Connection Fee	127.50/yr	127.50/yr	130.00/yr	135.00/yr
Fire Hydrant Inspection Fee - per hydrant		127.50/yr	130.00/yr	135.00/yr
Temporary Water Meter on Fire Hydrant	125.00	125.00	130.00/yr	135.00/yr
Locate Stop Box	40.00	40.00	45.00	50.00
Pole Attachment Fee	12.94/yr	12.94/yr	12.94/yr	15.00/yr
Small Cell Attachment Fee - Per Contract			Per Contract	Same as the Pole Attachment Fee for all installations not under a pre-existing Contract as of 10/1/2022
Unauthorized connections/re-connections, meter tampering	375.00	375.00	375.00	375.00
Engineering Plan Review	1% Project Cost	1% Project Cost	1% Project Cost	1% Project Cost
Water Main Taps - 2" or less	125.00	125.00	125.00	135.00
Chlorination Charge			0.28/LF	0.28/LF
Sampling & Testing Water Pipe			550.00/Sample Set	550.00/Sample Set
Fire Flow Test				150.00/per location



City of Grand Island

Tuesday, July 26, 2022

Council Session

Item I-4

#2022-199 - Consideration of Approving FY 2022-2023 Annual Budget for Railside Business Improvement District and Setting Date for Board of Equalization

Staff Contact: Patrick Brown

Council Agenda Memo

From: Patrick Brown, Finance Director

Meeting: July 26, 2022

Subject: Consideration of Approving FY 2021-2022 Annual Budget for Railside Business Improvement District and Setting Date for Board of Equalization

Presenter(s): Patrick Brown, Finance Director

Background

On August 14, 2018, the City Council adopted Ordinance #9700 creating the Railside Business Improvement District (BID). The creating ordinance established the purpose of the District, described the boundaries, and established that real property in the area would be subject to a special assessment to support the purposes of the District. The creating Ordinance requires that a proposed budget for the District be approved by the BID Board and forwarded tot the City Council for consideration. On June 15, 2022, the Railside BID Board met and approved the 2022-2023 budget that provides for a total special assessment of \$134,815.04. Which is a six percent increase of the 2022 special assessment.

Discussion

The reformation of the Railside BID that occurred in 2018 created the Railside BID as a perpetual entity. In this district, assessments are paid by property owners based on the County assessor's valuation of the property. Owners will be billed for the assessment after approval by City Council sitting as the Board of Equalization of August 30, 2022. The budgeted assessments of \$134,815.04 will be charged to property owners in the district based on their valuations. Notices will be published in the Grand Island Independent on July 29, August 5, and August 12 2022. Copies of the notice will also be mailed to property owners after the first publication via the method required by State law.

Alternatives

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

1. Approve the proposed budget and date for BOE.
2. Deny the proposed budget and date for BOE.
3. Send back to the BID Board for adjustment.

Recommendation

City Administration recommends that the City Council approved the BID budget as proposed and sets the date for Board of Equalization as August 30, 2022.

Sample Motion

Move to approve resolution as proposed.

BID BUDGET

YEAR: 2022 - 2023

21-22

22-23 6%

INCOME TYPE	Explanation		
Beginning Cash		\$0.00	\$14,000.00
Special Assessments	2020-2021 (no increase) Amount 119,985.06	\$127,184.00	\$134,815.04
Donations		\$0.00	
Grants	CDBG (\$116,820 RAP, 100K Trees, 25K RAP 22-23)	\$258,000.00	\$241,820.00
Interest		\$750.00	\$750.00
Railcoin	Gift certificate program	\$15,000.00	
Other Revenue	Fundraising, Green Team Reimbursement, Banner Program for Parking lots, Halloween and Christmas vendor program, Creative District)	\$28,000.00	\$190,000.00
TOTAL INCOME		\$428,934.00	\$581,385.04
EXPENSES		Amount	
Personnel - 85105	Director	\$ 33,000.00	\$ 34,320.00
	Staff	\$ -	\$ 24,750.00
	Green Team/Coordintor	\$ 12,000.00	\$ 13,500.00
FICA - 85115	FICA	\$ 5,000.00	\$ 5,000.00
Unemployment - 85165	Unemployment	\$ 375.00	\$ 1,000.00
Contract Services - 85213	Douglass Bookkeeping	\$ 3,700.00	\$ 3,700.00
	City Bookkeeping	\$ 4,600.00	\$ 4,600.00
	Contract Misc	\$ 1,900.00	\$ 1,900.00
	Event Coordinators	\$ 250.00	\$ 250.00
	Landscaping Refresh	\$ 2,250.00	\$ 4,500.00
	Equipment Rentals lights, banners etc	\$ 1,500.00	\$ 1,500.00
	Railcoin Services	\$ 2,000.00	\$ -
	Marketing Assistant	\$ 6,000.00	\$ 6,000.00
Printing/Binding - 85245	Printing, Flyers, Annual Report, Announcement Annual Meeting	\$ 500.00	\$ 500.00
Snow & Ice Removal - 85249	Snow - Plaza	\$ 1,000.00	\$ 1,500.00
Professional Services/Office Rent - 85290	Rent	\$ 10,800.00	\$ 10,800.00
	Website Fee	\$ 350.00	\$ 350.00
Utility Services - 85305	Walnut (triangle)	\$ 600.00	\$ 600.00
	Wheeler (plaza)	\$ 600.00	\$ 600.00
	Christmas Lights	\$ 1,800.00	\$ 1,800.00
	Backflow Check	\$ 300.00	\$ 300.00
Repairs & Equipment - 85325		\$ 500.00	\$ 500.00
Office Copy Machine - 85330	Copy Machine Lease and Copy Charges	\$ 1,000.00	\$ 1,000.00
Postage - 85413	Yearly Bill From the City	\$ 750.00	\$ 750.00
Advertising - 85416	Newspaper	\$ 7,800.00	\$ 7,800.00
	Vibe	\$ 480.00	\$ 480.00
	Social Media Boosting	\$ 300.00	\$ 300.00
	EV Tour	\$ 300.00	\$ 300.00
	Railside Branded Items	\$ 350.00	\$ 500.00
Legal Notices - 85419	Monthly Meeting, annual review of property tax	\$ 2,750.00	\$ 2,750.00
Dues & Subcriptions/Main Street - 85422	Main Street, Chamber, 501C3, EDC,Canva, Viemo	\$ 2,200.00	\$ 2,500.00
Travel & Training - 85428		\$ 500.00	\$ 500.00
Events/Other - 85490	HEAR GI	\$ 2,500.00	\$ 3,500.00
	The Big Putt	\$ 250.00	\$ 250.00
	Christmas	\$ 5,500.00	\$ 5,500.00
	Other	\$ 2,118.94	\$ 3,000.00
Office Supplies - 85505		\$ -	\$ -
	Office Phone	\$ 780.00	\$ 780.00
	Other	\$ 1,500.00	\$ 1,500.00
Trees & Schrubbs - 85560	Removal and replanting	\$ 3,000.00	\$ 3,000.00
Planters/ Plaza - 85561	Plants for planters	\$ 1,300.00	\$ 1,800.00
	Watering	\$ 6,900.00	\$ 6,900.00
	Sprinkler Repair	\$ 250.00	\$ 250.00
	Mowing	\$ 1,200.00	\$ 1,500.00
General Supplies - 85590	Other	\$ 980.06	\$ 980.00
	Green Team	\$ 1,200.00	\$ 1,500.00
Prepaid Expense		\$ 15,000.00	\$ 15,000.00
MISC Projects	CDBG "Rental Assistance Program"	\$ 281,000.00	\$ 241,820.00
MISC Other Projects	Creative District Funds		\$ 159,255.04
TOTAL EXPENSES		\$ 428,934.00	\$ 581,385.04

RESOLUTION 2022-199

WHEREAS, the City Council has considered the proposed budget of the Railside Business Improvement District for the fiscal year 2022-2023; and

WHEREAS, the City has received the assessed values of the individual properties within the Railside Business Improvement District as shown in the office of the Hall County Assessor in effect on the first day of January, 2022.

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

1. The budget for the Railside Business Improvement District is hereby considered.
2. A proposed assessment schedule shall be prepared.
3. A hearing before the City Council sitting as a Board of Equalization on the proposed assessments shall be held on August 30, 2022 at 7:00 p.m. in the City Council chambers of City Hall 100 East First Street, Grand Island NE.
4. Notice of hearing shall be published once each week for three consecutive weeks in accordance with the Business Improvement District Act.
5. Notice of hearing shall be mailed to all property owners of the Railside Business Improvement District by U.S. Mail, postage prepaid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, July 26, 2022.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
July 22, 2022	☐ City Attorney



City of Grand Island

Tuesday, July 26, 2022

Council Session

Item I-5

#2022-200 - Consideration of Approving FY 2022-2023 Annual Budget for Fonner Park Business Improvement District and Setting Date for Board of Equalization

Staff Contact: Patrick Brown

Council Agenda Memo

From: Patrick Brown, Finance Director

Meeting: July 26, 2022

Subject: Approving FY 2022-2023 Annual Budget for Fonner Park Business Improvement District and setting Date for Board of Equalization

Presenter(s): Patrick Brown, Finance Director

Background

On February 14, 2017, the City Council adopted Ordinance #9622 creating the Fonner Park Business Improvement District (BID). The creating ordinance established the purpose of the District, described the boundaries, and established that real property in the area would be subject to a special assessment to support the purposes of the District. The creating Ordinance requires that a proposed budget for the District be approved by the BID Board and forwarded to the City Council for consideration. On July 13, 2022 the Fonner Park BID Board met and approved the 2022-2023 budget which provides for special assessments in the amount of \$53,202.

Discussion

The reformation of the Fonner Park BID that occurred in 2017 created the Fonner Park BID as a perpetual entity. In this district, assessments are paid by property owners based on the front footage of the property. Owners are billed for the assessment after approval by City Council sitting as the Board of Equalization on August 30, 2022. The budgeted assessments of \$53,202 will be charged to property owners in the district based on their front footage. The BID pays the City a fee of \$1,200 for accounting services. A copy of the proposed 2022-2023 budget is attached for review.

Alternatives

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

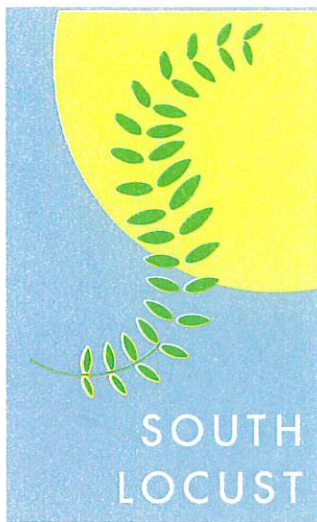
1. Approve the proposed Budget for the Fonner Park BID and set the date for the Board of Equalization.
2. Modify the budget and/or reschedule the Board of Equalization.

Recommendation

City Administration recommends that the Council approve the proposed Budget for the Fonner Park BID and set the date of August 30, 2022 for the Board of Equalization. Notice of the Hearing and proposed assessments will be published according to State Statutes.

Sample Motion

Move to approve the 2022-2023 Budget for the Fonner Park BID and set the date of August 30, 2022 for the Board of Equalization.



July 14, 2022

Patrick Brown, Finance Director
Mayor and City Council
City of Grand Island
PO Box 1968
Grand Island, NE 68802

Dear Patrick, Mayor and City Council:

The Fonner Park Business Improvement District encompasses the front footage on South Locust Street from Stolley Park Road north to Fonner Park Road. The Board for the Fonner Park Business Improvement District, appointed by the Mayor and confirmed by the City Council, is responsible for overseeing the landscaping, snow removal, and repair and maintenance of associated infrastructure.

For FY2022-2023, the Fonner Park Business Improvement District Board is proposing a front footage assessment of \$10.75 for revenues of \$53,202. With planned carryover of \$6,566, the requested appropriation is \$59,793. There are no significant increases in expenditures or in services to be provided.

If you have any questions, please do not hesitate to contact me. Thank you.

Sincerely,

Cindy K. Johnson for
Fonner Park Business Improvement
District

Fonner Park BID
Original Resolution
Original Ordinance #8751

		Approved 2021-2022 Budget	Projected 2021-2022 Budget	Proposed 2022-2023 Budget
ASSESSMENT PER FRONT FOOTAGE		\$10.50	\$10.50	\$10.75
	Front Footage	4,949	4,949	4,949
		\$ 51,965	\$51,965	\$53,201.75
REVENUE	94011413			
Account				
	Planned Carry Over from 2020/2021	\$ 2,515	\$11,077	\$6,566
	74140 Special Asessments	\$ 51,965	\$50,238	\$53,202
	74140 Past Due Special Assessments	\$ -		
	74787 Interest Revenue		\$26	\$25
	74795 Other Revenue			
	TOTAL REVENUE	\$ 54,480	\$61,341	\$59,793
APPROPRIATIONS				
Account				
	85213 Contract Services	\$ 36,050	\$36,000	\$36,000
	85245 Printing & Binding Services	\$ 25	\$25	\$25
	85249 Snow & Ice Removal	\$ 3,500	0	\$3,500
	85305 Utility Services	\$ 6,000	\$3,450	\$6,000
	85319 Repair & Maint - Land Improve.	\$ 5,000	\$9,000	\$10,000
	85413 Postage	\$ 250	0	\$250
	85416 Advertising	\$ -	0	0
	85419 Legal Notices	\$ 300	\$800	\$500
	85490 Other Expenditures	\$ 1,500	\$500	\$500
	85505 Office Supplies	\$ 100	0	0
	85560 Trees and Shrubs	\$ 1,500	\$0	\$1,500
	85590 Other General Supplies	\$ 100	0	0
	85608 Land Improvements	\$ -	\$5,000	\$0
	TOTAL OPERATING EXPENSE	\$ 54,325	\$54,775	\$58,275
ANNUAL EXCESS/(LOSS)		\$ 155	\$6,566	\$1,518

RESOLUTION 2022-200

WHEREAS, the City Council has considered the proposed budget of the Fonner Park Business Improvement District for their fiscal year 2022-2023; and

WHEREAS, the City has received the front footage amounts for the individual properties within the Fonner Park Business Improvement District as shown in the office of the Hall County Assessor in effect on the first day of January, 2022.

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

1. The budget for the Fonner Park Business Improvement District is hereby considered.
2. A proposed assessment schedule shall be prepared.
3. A hearing before the City Council sitting as a Board of Equalization on the proposed assessments shall be held on August 30, 2022 at 7:00 p.m. in the City Council chambers of City Hall 100 East First Street, Grand Island NE.
4. Notice of hearing shall be published once each week for three consecutive weeks in accordance with the Business Improvement District Act.
5. Notice of hearing shall be mailed to all property owners of the Fonner Park Business Improvement District by U.S. Mail, postage prepaid

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, July 26, 2022.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
July 22, 2022	☐ City Attorney



City of Grand Island

Tuesday, July 26, 2022

Council Session

Item I-6

#2022-201 - Consideration of Approving FY 2022-2023 Annual Budget for South Locust Street Business Improvement District and Setting Date of Board of Equalization

Staff Contact: Patrick Brown

Council Agenda Memo

From: Patrick Brown, Finance Director

Meeting: July 26, 2022

Subject: Approving FY 2022-2023 Annual Budget for South Locust Business Improvement District and setting Date for Board of Equalization

Presenter(s): Patrick Brown, Finance Director

Background

On February 14, 2017, the City Council adopted Ordinance #9623 creating the South Locust Business Improvement District (BID). The creating ordinance established the purpose of the District, described the boundaries, and established that real property in the area would be subject to a special assessment to support the purposes of the District. The creating Ordinance requires that a proposed budget for the District be approved by the BID Board and forwarded to the City Council for consideration. On July 14, 2022 the South Locust BID Board met and approved the 2022-2023 budget which provides for special assessments in the amount of \$104,617.

Discussion

The reformation of the South Locust BID that occurred in 2017 created the South Locust BID as a perpetual entity. In this district, assessments are paid by property owners based on the front footage of the property. Owners are billed for the assessment after approval by City Council sitting as the Board of Equalization on August 30, 2022. The budgeted assessments of \$104,617 will be charged to property owners in the district based on their front footage. The BID pays the City a fee of \$1,800 for accounting services. A copy of the proposed 2022-2023 budget is attached for review.

Alternatives

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

1. Approve the proposed Budget for the South Locust BID and set the date for the Board of Equalization.
2. Modify the budget and/or reschedule the Board of Equalization.

Recommendation

City Administration recommends that the Council approve the proposed Budget for the South Locust BID and set the date of August 30, 2022 for the Board of Equalization. Notice of the Hearing and proposed assessments will be published according to State Statutes.

Sample Motion

Move to approve the 2022-2023 Budget for the South Locust BID and set the date of August 30, 2022 for the Board of Equalization.

South Locust BID
2020-2021 Budget

	2021-2022 Budget	2021-2022 Projected	2022-2023 Proposed
Front Footage	9,814		9,814
	\$10.25		\$10.66
Budgeted Revenue	\$100,593.50		\$104,617.24

REVENUE 94011412

Planned Carry Over	\$83.00	\$51,026	\$25,759
74140 Special Assessments	\$100,593.50	\$116,056	\$104,617
74787 Interest Revenue		\$101	\$100
74795 Other Revenue (Grant funding)			
	\$100,676.50	\$116,157	\$130,476

APPROPRIATIONS

Account			
85213 Contract Services	\$53,000	\$55,000	\$60,000
85245 Printing & Binding Services		-\$2	\$10
85249 Snow & Ice Removal	\$5,000	\$0	\$5,000
85290 Other Professional & Technical			
85305 Utility Services	\$8,500	\$10,000	\$12,000
85319 Repair & Maintenance - Land Improv	\$18,000	\$7,500	\$10,000
85325 Repair & Maintenance - M & E			
85390 Other Property Services			
85413 Postage	\$250	\$0	\$0
85416 Advertising			
85419 Legal Notices	\$500	\$1,000	\$1,000
85490 Other Expenditures	\$900	\$900	\$500
85505 Office Supplies			
85560 Trees & Shrubs	\$2,000	\$2,000	\$2,000
85590 Other General Supplies			
85608 Land Improvements	\$12,000	\$14,000	\$20,000
TOTAL OPERATING EXPENSE			
	\$100,150	\$90,398	\$110,510

ANNUAL EXCESS/(LOSS)	\$527	\$25,759	\$19,966
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RESOLUTION 2022-201

WHEREAS, the City Council has considered the proposed budget of the South Locust Business Improvement District for their fiscal year 2022-2023; and

WHEREAS, the City has received the front footage amounts for the individual properties within the South Locust Business Improvement District as shown in the office of the Hall County Assessor in effect on the first day of January, 2022.

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

1. The budget for the South Locust Business Improvement District is hereby considered.
2. A proposed assessment schedule shall be prepared.
3. A hearing before the City Council sitting as a Board of Equalization on the proposed assessments shall be held on August 30, 2022 at 7:00 p.m. in the City Council chambers of City Hall 100 East First Street, Grand Island NE.
4. Notice of hearing shall be published once each week for three consecutive weeks in accordance with the Business Improvement District Act.
5. Notice of hearing shall be mailed to all property owners of the South Locust Business Improvement District by U.S. Mail, postage prepaid

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, July 26, 2022.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
July 22, 2022	☐ City Attorney



City of Grand Island

Tuesday, July 26, 2022

Council Session

Item I-7

#2022-202 - Consideration of Approving FY 2022-2023 Benefits for Vehicle Off-Street Parking District #3 and Setting Date of Board of Equalization

Staff Contact: Patrick Brown

Council Agenda Memo

From: Patrick Brown, Finance Director

Meeting: July 26, 2022

Subject: Consideration of Determining Benefits for Vehicle Off-street Parking District #3

Presenter(s): Patrick Brown, Finance Director

Background

The creation of Parking District #3 occurred January 8, 2019. The goal of the new Parking District #3 is to better balance those paying into the Parking District with those who are using and/or most benefit from the Parking District. Under former Parking District No. 1 established in the 1970's the financial burden of parking lot maintenance fell solely upon retail and professional businesses within the district through an occupation tax. Over time, however, the use of downtown properties evolved with retail uses replaced by non-business uses and by use by non-retail and non-professional business. Through formation of Off-street Parking District No. 3 and the levy of special assessments the financial burden of maintaining off-street parking lots will be distributed among the owners of all properties within the district irrespective of the use of the property, whether business, retail, government, religious, or nonprofit. This will achieve a fairer and more equitable distribution of the financial burden among all properties specially benefitted by the availability of convenient free off-street parking within the district.

Discussion

Property owners within the District will be charged a special assessment based on the entire square footage of their buildings. The square footage is based on the information obtained from the County Assessor; however, if square footage was not available from the Assessor then a calculation was done based on outer building dimensions and the number of floors. The total square footage for Parking District #3 is 1,811,612. The special assessment charge for the 2021-2022 year is \$73,470 or \$0.0405/square foot.

Property owners who have parking within their property that is open to the public, customers or users of the building can apply for a \$10/space credit. This credit can reduce the amount owed for that property or other properties owned by the same owner within 300 feet down to a minimum of \$0. Any excess that cannot be used will not be paid out to the property owner or credited to other properties more than 300 feet away. There is an

estimated \$13,000 in potential parking spot credits based on estimated property owner owned parking spots. The total estimated net revenue for the 2022-2023 year is \$60,000.

Alternatives

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

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

Recommendation

City Administration recommends that the Council set the date of August 30, 2022 for the Board of Equalization. Notice of the Hearing and proposed assessments will be published according to State Statutes.

Sample Motion

Move to set the date of August 30, 2022 for the Board of Equalization.

RESOLUTION 2022-202

WHEREAS, the City has received the square footage of the individual properties within the Parking District #3 as shown in the office of the Hall County Assessor in effect on the first day of January, 2022.

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

1. A proposed assessment schedule shall be prepared.
2. A hearing before the City Council sitting as a Board of Equalization on the proposed assessments shall be held on August 30, 2022 at 7:00 p.m. in the City Council chambers of City Hall 100 East First Street, Grand Island NE.
3. Notice of hearing shall be published once each week for three consecutive weeks.
4. Notice of hearing shall be mailed to all property owners of the Parking District #3 by U.S. Mail, postage prepaid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, July 26, 2022.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
July 22, 2022	☐ City Attorney



City of Grand Island

Tuesday, July 26, 2022

Council Session

Item I-8

**#2022-203 - Consideration of Approving the Labor Agreement
between the City of Grand Island and the Fraternal Order of
Police, Grand Island Lodge No. 24**

Staff Contact: Aaron Schmid, Human Resources Director

Council Agenda Memo

From: Aaron Schmid, Human Resources Director

Meeting: July 26, 2022

Subject: Approval of Labor Agreement between the City of Grand Island and the Fraternal Order of Police, Grand Island Lodge No. 24

Presenter(s): Aaron Schmid, Human Resources Director

Background

The Police Officer, Police Sergeant and Lieutenant job classifications in the Grand Island Police Department currently work under the conditions outlined in the labor agreement between the City of Grand Island (City) and the Fraternal Order of Police (FOP), Grand Island Lodge No. 24. The current agreement expires as of midnight September 30, 2022. The City and the FOP met to negotiate the terms of a new agreement and have reached a tentative agreement.

Discussion

The proposed labor agreement will begin October 1, 2022 and continue through September 30, 2025. A summary of changes are listed below:

Bereavement	Count bereavement hours as hours worked. City will pay 12 hours of bereavement if employee is working a 12 hour shift and absent for bereavement.
Daylight Savings	Add language to contract to capture current practice.
Vacations	Remove two week vacation rule. Allow lateral hires to use vacation at 6 months of employment. Employees may buy out up to 80 hours of vacation per year, provided they reserve a minimum balance of 80 hours.
Holidays Pay	City will pay 12 hours of holiday pay if working 12 hour shifts.
Personal Leave	City will pay 12 hours of annual personal leave if employee is working a 12 hour shift. Previously 8 hours for a 12 hour shift.
Medical Leave	Increase to VEBA payout upon retirement/early retirement. Increase from 20% at 20 years service to 40% at 16 years service

and age 50. Increase from 40% at 25 years service to 50% at 20 years service and age 55. Service years from a prior agency will be counted.

Recognition Language added allow the City to employ PT Police Officers at the airport. Union will not represent the PT employees.

Court Leave Standby pay for prolonged appearances.

Comp Time Add standardize language to match other union contracts.

Field Training Pay Increase from \$1.00 per hour to \$2.00 per hour.

Longevity Increase amounts and separate Officer Tier from Sergeant and Lieutenant Tier. New rates:

	Officer	Sgt & Lt
5 years	\$ 350.00	\$ 375.00
10 years	\$ 650.00	\$ 650.00
15 years	\$1,000.00	\$1,250.00
20 years	\$1,350.00	\$1,700.00
25 years	\$1,750.00	\$2,400.00

Shift Assignments Add language to define process of assigning shifts.

Shift Differential Increase from \$0.45 per hour to \$2.00 per hour.

Uniform Allowance Increase from \$650 annually to \$1,100 annually.

Residency Increase boundary from 35 miles to 45 miles.

Retention Incentive Provide a retention incentive for the life of the contract. Payments are made annually for completing a full year of service.
 FY 2022 - 2023: \$5,000.00 (paid in October 2023)
 FY 2023 - 2024: \$3,000.00 (paid in October 2024)
 FY 2024 - 2025: \$2,000.00 (paid in October 2025)

Specialty Pay Provide compensation for performing specialized assignments.

Tier I, \$0.60 per hour	Tier II, \$0.30 per hour
TRT	All Department Designated Instructors
K9	<u>Firearms</u>
Drug Recognition Expert	<u>Defensive Tactics</u>
Accident Reconstruction Team	<u>Less Lethal</u>
CERT/Hostage Negotiator	
Drone	

Health Insurance Transition from fixed rate premiums to a percentage cost share.

Wages

Position	2022-2023 FY		2023-2024 FY		2024-2025 FY	
	Min	Max	Min	Max	Min	Max
Officer	\$ 29.0000	\$ 41.0000	\$ 30.1600	\$ 42.6400	\$ 31.3664	\$ 44.3456
Sergeant	\$ 39.0000	\$ 47.0000	\$ 40.5600	\$ 48.8800	\$ 42.1824	\$ 50.8352
Lieutenant	\$ 42.0000	\$ 54.0000	\$ 43.6800	\$ 56.1600	\$ 45.4272	\$ 58.4064

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the labor agreement between the City of Grand Island and the Fraternal Order of Police, Grand Island Lodge No. 24.

Sample Motion

Move to approve the labor agreement between the City of Grand Island and the Fraternal Order of Police, Grand Island Lodge No. 24.

LABOR AGREEMENT



and

FRATERNAL ORDER OF POLICE

GRAND ISLAND LODGE NO. 24

FISCAL YEAR 201922 – 20203

FISCAL YEAR 20203 – 20214

FISCAL YEAR 20214 – 20225

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AGREEMENT

THIS AGREEMENT, effective October 1, 2019²², is between the **CITY OF GRAND ISLAND** (hereinafter referred to as the “City”), and **GRAND ISLAND LODGE NO. 24 OF THE FRATERNAL ORDER OF POLICE** (hereinafter referred to as the “F.O.P.”).

PURPOSE AND INTENT OF THE PARTIES

The purpose of the City and the F.O.P. in entering this labor agreement is to promote harmonious relations between the employer and the F.O.P., the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, and conditions of employment.

ARTICLE I - F.O.P. RECOGNITION

The City recognizes the F.O.P. as the sole and exclusive collective bargaining representative for the pay classifications of Police Officers, Sergeants and Lieutenants. This recognition shall not apply to part-time Police Officers that work at the Central Nebraska Regional Airport.

ARTICLE II - RESIDENCY

All employees covered under this agreement are required to reside within thirty-five forty-five (3545) miles of the city limits of the City of Grand Island. Current employees will establish residency within six (6) months after the beginning of this agreement. New employees, hired after the starting date of this agreement, will establish residency within six (6) months after the calendar date of the start of employment and will maintain residency during the term of the employment. For purposes of this agreement, residency will mean the employee’s domicile.

ARTICLE III - HOURS OF WORK

A. SCHEDULES OF WORK

The City has reserved its right to the utilization of the 207(k) FLSA exemption. The City also reserves the right to revise the regular set schedules from eighty (80) up to eight-six (86) hours per two (2) week pay period. The City shall provide sixty (60) days notice prior to making a set schedule change for each employee subject to the change. All unplanned schedule changes, except in cases of emergency, shall be posted or emailed for all affected employees to see at least fourteen (14) days before the change is effective.

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, bereavement leave and holiday hours.

The City specifically maintains and reserves its management rights to establish the hours worked, the work week and all direction of the work force as allowed by law. Employees shall be eligible for overtime under this Agreement and it is expressly stated hereby that overtime shall not be paid more than once for the same hours worked.

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 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.

B. WORKING OUT OF CLASS

If an employee works out-of-class for a minimum of one (1) full shift as approved by the Chief or designee, the employee will be paid at the temporary classification rate guaranteeing an increase of at least three (3) percent.

C. DAYLIGHT SAVINGS TIME

Daylight Saving Time (DST) begins on the second Sunday in March and ends on the first Sunday in November in the United States. On the date DST begins, employees will be paid for actual hours worked (i.e. 7 hours for an 8 hour shift). Employees may use leave balances to supplement the hour missed due to the time change. One the date DST ends, employees will be paid for actual hours worked (i.e. 9 hours for an 8 hour shift).

ARTICLE IV - HOLIDAYS AND HOLIDAY PAY

A. HOLIDAYS

The following holidays are observed. They shall be granted with pay to all eligible employees. An employee may be required to work on a holiday if necessary to maintain essential services to the public.

New Year's Day	January 1
Arbor Day	Last Friday in April
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving Day	Fourth Friday in November
Christmas Day	December 25
Declared Holiday(s)	Authorized by the Mayor

Such holidays shall be observed on the actual day that the holiday falls.

B. ELIGIBILITY FOR HOLIDAY COMPENSATION

No employee shall be eligible for holiday pay unless such employee was in an active pay status on his/her last regularly scheduled day before the holiday and his/her first regular day after the holiday. "Active Pay Status" shall mean any pay status other than leave without pay or suspension without pay. No compensatory time may be accrued in lieu of being paid Holiday Worked pay or Holiday Benefit pay.

C. HOLIDAY LEAVE

Non-essential personnel shall use Holiday Leave when the holiday falls on a regular scheduled work day. Essential personnel may only use Holiday Leave in lieu of working any portion of their regularly scheduled shift on a holiday. The use of Holiday Leave requires supervisory approval and shall only apply one time per recognized holiday. In order to be compensated for a full twelve (12) hour or ten (10) hour shift, an employee must supplement with four (4) or two (2) hours of accrued leave.

D. HOLIDAY WORKED AND HOLIDAY BENEFIT

Holiday Worked hours shall consist of straight pay up to eight (8) hours plus additional compensation at the rate of 1.5 times the regular rate of compensation for those who are regularly scheduled to work. For those who are called into work on the holiday, they shall receive as compensation straight pay up to eight (8) hours for the holiday, plus additional compensation at the rate of 1.5 times the regular rate of pay for the actual hours worked as holiday on pay.

For payroll purposes, Holiday Benefit is defined as an additional compensation at the employee's regular rate of pay for eight (8) hours if the employee works the holiday, or if the holiday falls on the employee's regularly scheduled day off. In order to be compensated for a full twelve (12) hour or ten (10) hour shift, an employee must supplement with four (4) or two (2) hours of accrued leave.

E. HOLIDAY PAY DURING LEAVE OF ABSENCE

When a holiday falls within a period of leave of absence without pay, the employee shall not be paid for the holiday.

ARTICLE V - PERSONAL LEAVE

Sixteen (16) hours of pPersonal leave will be granted to eligible employees each contract year based on the following schedule.

8 hour shifts – 16 hours of personal leave

10 hour shifts – 20 hours of personal leave

12 hour shifts – 24 hours of personal leave

Sixteen (16) hours of pPersonal leave will be given the first full pay period in October and must be taken by September 15th. Personal leave hours may be taken at any time and may be taken in one (1) hour increments. The time selected by the employee must have the prior approval of the employee's supervisor. The Chief or his

or her designees will make every effort to grant requested personal leave time; however, it must be approved in advance and will be granted on the basis of work requirements of the department. New employees who begin work on or after April 1 will not be eligible for personal leave until the following October 1. Employees will not be compensated for unused or expired personal leave.

ARTICLE VI - VACATIONS

A. ELIGIBILITY

All full-time employees of the police division who have been in the employment of the City continually for one (1) year shall be eligible for vacation leave with pay. Lateral hires shall be eligible to use vacation after six (6) months of employment. Vacation may be taken in one-half hour (1/2) one tenth (1/10th) hour increments.

The Mayor or designee may waive the provisions of this section in extreme circumstances for the good of the City and advance vacation leave to an employee prior to the completion of twelve (12) months of employment or six (6) months for lateral hires; provided, employees shall reimburse the City for all used unearned vacation leave upon termination.

B. AMOUNT AUTHORIZED

Vacation leave shall be computed/accrued on the following basis:

<u>Years of Employment</u>	<u>Hours of Vacation Earned</u>
1 st year through the end of the 4 th year	90 hours (3.4615 biweekly)
5 th year through the end of the 9 th year	106 hours (4.0769 biweekly)
10 th year through the end of the 14 th year	134 hours (5.1538 biweekly)
15 th year through the end of the 19 th year	172 hours (6.6154 biweekly)
20 th year through the end of the 22 nd year	188 hours (7.2308 biweekly)
23 rd + year	206 hours (7.9231 biweekly)

C. VACATION SCHEDULE

Vacation leave shall be taken at a time convenient to and approved by the supervisor. While all employees are encouraged to take two (2) consecutive weeks of vacation each year, when eligible, the City may grant shorter periods of one (1) week or less.

D. VACATION CARRY OVER

Accrual of vacation hours will be calculated on a bi-weekly basis and will be reflected on the pay stubs. An employee will be allowed to carry no more than the maximum amount of vacation that he or she can earn in one (1) year, plus eighty (80) hours.

E. VACATION CREDIT ON TERMINATION AND RETIREMENT

Upon termination, an employee shall be paid for the unused portion of accumulated vacation leave provided such employee has completed twelve months of consecutive, full-time employment. An employee who has been separated shall not accrue vacation leave credits after his or her last day of actual work.

F. VACATION BUY DOWN

Employees shall be permitted to cash in vacation hours once annually during the last pay period of October. An employee may not buy vacation hours below a remaining balance of 80 hours. The maximum number of hours that can be cashed in during the buy down is 80 hours per fiscal year. Employees must declare the maximum number of hours they will buy down by July 31st of each year. Employees may reduce the number of buy down hours declared if the request is made prior to September 1st and approved by the Police Chief or designee.

ARTICLE VII - MEDICAL AND BEREAVEMENT LEAVE

A. AMOUNT AUTHORIZED

1. **Medical Leave.** Medical leave shall be credited into a medical leave account for each employee at the rate of eight (8) hours for each calendar month of service and may be taken in ½ one-tenth (1/10) hour increments.
2. **Bereavement Leave.** Bereavement leave shall be granted to eligible employees for up to twenty-four (24) thirty-six (36) hours or three (3) working days per contract year occurrence for immediate family members and up to sixteen (16) twenty-four (24) hours or two (2) working days per contract year occurrence for non-immediate family members. If the employee's regularly scheduled shift is other than eight (8) hours per day, the employee may use medical leave to supplement the difference of hours needed to cover the scheduled shift to accommodate for an absence of up to three (3) days if needed to cover their scheduled shift.

B. USE OF MEDICAL LEAVE

Medical leave with pay must be accumulated before it can be taken and advancing medical leave is prohibited. Employees may utilize their allowances of medical leave when unable to perform their work duties by reason of personal illness, fatigue due to job related duties, noncompensable bodily injury, pregnancy, disease, or exposure to contagious diseases under circumstances in which the health of other employees or the public would be endangered by attendance on duty. Medical leave with pay may be utilized to keep medical or dental appointments. Medical leave may also be utilized for a maximum of two hundred (200) hours per contract year, per household to care for any members of an employee's immediate family or household. For purposes of medical leave, "immediate family member" shall mean a child, spouse, parent and parents-in-law. "Child" shall include a biological, adopted or foster child, a step-child, a legal ward, or a child of a person standing in "loco parentis".

C. USE OF BEREAVEMENT LEAVE

Upon completion of one (1) year of continuous service, an employee shall be eligible to use up to twenty-four (24) thirty-six (36) hours of three (3) working days paid bereavement leave for the death of an immediate family member. For purposes of bereavement leave, “immediate family member” shall include son, daughter, sibling, spouse, parent, grandparent, great-grandparent, grandchild, great-grandchild, and in-laws of the same relation. Bereavement leave shall not exceed twenty-four (24) hours in any contract year for an immediate family member.

Upon completion of one (1) year of continuous service, an employee shall be eligible to use up to sixteen (16) twenty-four (24) hours or two (2) working days of paid bereavement leave for the death of a non-immediate family member. For purposes of bereavement leave, “non-immediate family member” shall include aunts, great-aunts, uncles, great-uncles, nieces and nephews. Bereavement leave shall not exceed sixteen (16) hours in any contract year for a non-immediate family member.

D. MEDICAL LEAVE – REPORTS ON CONDITION

When an employee finds it necessary to utilize medical leave, his or her supervisor should be notified immediately. An employee must keep the Police Chief informed of the employee’s condition. An employee may be required by the Police Chief to submit a medical record or certificate for any absence. Failure to fulfill these requirements may result in denial of medical leave.

E. FRAUDULENT USE OF MEDICAL OR BEREAVEMENT LEAVE

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

F. NOTIFICATION

If an employee is absent for reasons that entitle the employee to medical or bereavement leave, the employee or a member of employee’s household shall notify the supervisor on duty at least thirty (30) minutes prior to scheduled reporting time. If an employee fails to notify the supervisor, when it was reasonably possible to do so, no medical or bereavement leave shall be approved. Immediately upon return to work the employee shall submit a leave request to his or her supervisor.

G. COMPENSATION FOR UNUSED MEDICAL LEAVE

An employee may accumulate medical leave to a maximum of 1,887 hours.

1. All employees shall be paid twenty forty percent (2040%) for their accumulated medical leave at separation of employment after twenty sixteen (2016) years of sworn Officer service and 50 years of age.
2. All employees shall be paid forty fifty percent (4050%) for their accumulated medical leave at separation of employment after twenty five (2520) years of sworn Officer service and age 55 years of age.

3. An employee's beneficiary shall be paid fifty percent (50%) of accumulated medical leave for an employee's death not occurring in the line of duty.
4. An employee's beneficiary shall be paid one hundred percent (100%) of accumulated medical leave for an employee's death occurring in the line of duty.

The rate of compensation is based on the employee's salary at the time of separation. Years of service includes time at a previous agency as a sworn Officer and service must be verified. The payout for medical leave shall go to the employee's Voluntary Employee Benefits Association (VEBA) account.

I. FAMILY AND MEDICAL LEAVE ACT POLICY

Employees shall be covered by the City's Family and Medical Leave Act Policy, as set forth in the Employee Reference Manual.

ARTICLE VIII - SPECIAL PAY

A. CALL IN PAY

In the event that an employee is called in to work while off duty, the employee shall be paid for a minimum of two (2) hours at the one and one-half (1.5) times the regular rate of pay and for any additional time worked thereafter. In the event that notification is made at least fourteen (14) days in advance, the employee will not qualify for call in pay.

B. STANDBY PAY

When an employee is directed to be on standby duty by the Chief of Police or designated Captain, the employee shall receive one (1) hour of straight time pay for each eight (8) hours of standby duty or any fraction thereof that occurs between regularly assigned duty shifts.

C. DECLARED WEATHER EVENT

Weather Event Leave shall only be used if the Mayor or designee declares a day as a weather event and notifies non-essential employees either not to report to work or discontinue work due to weather conditions. This leave is separate from any other leave and will not be used to reduce any leave accumulated in those leave banks.

To be eligible to use Weather Event Leave, the employee must have been scheduled to be at work on the day and time the weather event is declared. Employees scheduled for a holiday, vacation, annual leave or medical leave are ineligible to use Weather Event Leave. Weather Event Leave does not count towards overtime. The weather event only applies for the date stated in the declaration.

Only essential personnel shall be paid 1.5 times their regular rate of pay for hours worked during the day and time the weather event is declared. Non-essential personnel shall be dismissed and receive their scheduled hours of pay up to eight (8) hours at their regular rate of pay.

D. RETENTION INCENTIVE

A retention incentive will be offered to active sworn Officers' for the life of the contract with final payment made in October of 2025. Each current employee as of October 1, 2022, who maintains active employment status, will receive a lump sum payment in the 1st full pay period of the dates specified in the following schedule.

Completion of Contract Year 2022 - 2023: \$5,000.00 (paid in October 2023)
Completion of Contract Year 2023 - 2024: \$3,000.00 (paid in October 2024)
Completion of Contract Year 2024 - 2025: \$2,000.00 (paid in October 2025)

Employees hired between October 2, 2022 and October 1, 2024 will receive a retention incentive after completing a full contract year of service. The amount paid will correspond with the applicable contract year completed.

ARTICLE IX - MILITARY LEAVE

The City will follow provisions relating to military leave as provided by Neb. Rev. Stat § 55-160.

The City also recognizes and abides by the Nebraska Family Military Leave Act as provided by Neb. Rev. Stat. § 55-102 and Neb. Rev. Stat. § 55-503.

ARTICLE X - COURT LEAVE

A. WHEN AUTHORIZED

Any employee required to attend as a witness or in any other capacity directly related to his or her official duties, in any case during session of the juvenile court, county court, district court, mental health board, department of motor vehicles, or before any grand jury proceedings, during off-duty periods, shall be entitled to compensation at the rate of pay of 1.5 times the regular rate of pay for each appearance at a minimum of two hours or for the actual time, if longer. All appearances before any tribunal prior to its noon recess of any given day shall be considered one appearance. All appearances before any tribunal subsequent to its noon recess of any given day shall be considered one appearance. When the employee is testifying in other litigation to which he or she is a party not related to his or her employment, such employee shall not be granted court leave but may use vacation leave, personal leave, or compensatory time or be granted leave without pay for the length of such service. It is recognized that the court pay at the rate of 1.5 times the regular rate of pay is considered premium pay and court time shall not count as hours worked for the calculation of overtime. Following a formal court appearance, if additional testimony may be required on the following day(s) at the direction of the prosecuting attorney where physical attendance is not required, the employee shall be eligible for standby pay. Standby pay shall not count as hours worked for the calculation of overtime.

B. PROCEDURE

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

C. FEES

Fees received for jury service in a federal, state, county, police or municipal court shall be deposited with the City Finance Director upon the employee's receipt thereof, provided, this requirement shall not apply to funds received by employees when they would not normally be on duty with the City. No employee shall receive witness fees paid from City funds.

ARTICLE XI - DISABILITY

1. If any police officer or sergeant becomes disabled, such employee shall be placed on the roll of pensioned police officers at the regular retirement pension of fifty percent (50%) of regular pay for the period of such disability. For purposes of this Article, "disability" shall mean the complete inability of the police officer, for reasons of accident or other cause while in the line of duty, to perform the duties of the police officer.
2. In the case of temporary disability of an employee covered by this agreement, received while in the line of duty, he or she shall receive his or her salary during the continuance of such disability for a period not to exceed twelve (12) months, except that if it is ascertained by the City Council or the proper municipal authorities within twelve (12) months of such temporary disability has become a disability as defined in the paragraph preceding, then the salary shall cease and he/she shall be entitled to the benefits for pension in the case of disability as provided by Nebraska statutes.
3. All payments of pension or salary provided by this Article shall be subject to deduction of amounts paid under the Nebraska Workers Compensation Act. Such payments shall not commence until all credit for unused annual or medical leave or other similar credits have been fully utilized by the disabled employee if there will be no impairment to his/her salary during the period of disability.
4. No employee covered by this agreement shall be entitled during any period of temporary disability to receive in full both his/her salary and his/her benefits under the Nebraska Workers Compensation Act. All Nebraska Workers Compensation benefits shall be payable in full to such police officer as provided in the Nebraska Workers Compensation Act, but all amounts paid by the City or its insurer under the Nebraska Workers Compensation Act to any disabled police officer entitled to receive a salary during such disability, shall be considered as payments on account of such salary and shall be credited thereon. The remaining balance of such salary, if any, shall be payable as otherwise provided by Nebraska law.
5. Pursuant to the waiting provisions in Section 48-119 of the Nebraska Workers Compensation Act, no workers compensation shall be allowed during the first seven (7) calendar days following the date of injury or date that temporary disability begins, unless the disability continues for six (6) weeks or longer. When the disability lasts less than six (6) weeks, an employee may use medical or vacation leave for the initial seven (7) days. If no other leave is available, the City shall grant the employee temporary disability leave. If the disability continues for six (6) weeks or longer, the employee will be credited with any medical or vacation leave taken during the initial waiting period.

6. While on leave due to a temporary disability while in the line of duty, the total compensation paid to an employee, including salary, wages, workers compensation benefits, and leave pay collected from any other party (except the employee's private insurance) shall not exceed the employee's salary at the time of the commencement of the leave, plus any allowed and approved cost of living increase which commences during the period of leave.
7. The City reserves the right of subrogation because of payment of temporary disability leave to any employee who is disabled or injured by a third party, and reserves the right to pursue collection from the employee of any money paid by the party to the extent of the City's payment of temporary disability leave. Should the employee receiving temporary disability leave collect from the third party for salary, wages or expenses otherwise paid by the City, he or she will reimburse the City for money paid as temporary disability leave or expenses resulting from the injury.
8. Nothing in this Article shall be interpreted to mean that the City shall have the right to initiate civil litigation in the name of the employee against the party or representative or such party until after receiving consultation and advice of the employee and a signed waiver to that effect.
9. A light duty policy will be maintained by the City to accommodate employees who have been injured in the work place to return to work as soon as possible. The commencement of light duty work and/or modified duty work shall be five (5) calendar days from the date of injury. Any changes in shifts to accommodate the light duty work shall be made in the interim. Any employee who is medically released for light duty may commence light duty work and/or modified duty work earlier than the five (5) days from the date of injury if the employee is willing to do so. During the five (5) day period, between a date of injury and the beginning of light duty work and/or modified duty work, any employee who does not willingly return to light duty work, who is released by a doctor to do so, shall be required to take medical leave for any regularly scheduled shifts that are missed. If medical leave is unavailable to the employee, vacation leave may be used in lieu of medical leave. Day one shall constitute the date of injury, and day six shall be the day the employee begins light duty work.

If the employee continues to work full duty after the date of injury, the five (5) day notice shall begin on the date of the doctor appointment in which light duty work is recommended. Once an employee begins light duty work, the employee is required to continue light duty work until released for full duty or until the maximum light duty period expires pursuant to city policy.

ARTICLE XII - GENERAL PROVISIONS CONCERNING LEAVE

A. ABSENT WITHOUT APPROVAL

An employee who is absent from duty without approval shall receive no pay for the duration of the absence and, unless there is a legitimate reason for the absence, shall be subject to disciplinary action, which may include dismissal.

B. AUTHORIZED LEAVE REQUESTS

For all leave except unforeseeable medical leave or other emergency situations, a leave request indicating the kind of leave, duration and dates of departure and return, must be approved prior to the taking of the leave. In the case of unforeseeable medical leave or other emergency, the request shall be completed and

submitted for approval upon the employee's return to duty. Unless a leave request approved by the supervisor substantiates an absence, an employee shall not be paid for any absence from scheduled work hours.

C. LEAVE COVERED BY FMLA

Employees who anticipate taking leave governed by the FMLA are required to provide written notice of their intent as set forth in the City's FMLA Policy.

ARTICLE XIII - PENSION RETIREMENT PLAN

The City agrees that the employees covered under this agreement are covered under the pension plan as provided by state statutes, as amended.

ARTICLE XIV - FITNESS FOR DUTY

The City maintains the right to test for fitness for duty.

ARTICLE XV - RATES OF PAY FOR WORK PERFORMED

The rates of pay for work performed under this agreement shall be:

A. 201922 - 20203 FISCAL YEAR

Rates of pay from October 1, 201922 through September 30, 20203, for work performed in the various classes of work under this agreement shall be as shown on the pay plan, attached hereto as Exhibit "A" and shall take effect the first full pay period of October 2019.

B. 20203 - 20214 FISCAL YEAR

Effective in the first full pay period of October 20203, for work performed in the various classes of work under this agreement shall be as shown on the pay plan, attached hereto as Exhibit "B".

C. 20214 - 20225 FISCAL YEAR

Effective in the first full pay period of October 20214, for work performed in the various classes of work under this agreement shall be as shown on the pay plan, attached hereto as Exhibit "C".

D. PAY STEP UPON DEMOTION

An employee who fails to satisfactorily perform the duties of a classification into which he/she has been promoted may be demoted to the classification from which promoted. Such employee shall return to the same pay step held prior to promotion with the same regular status held prior to promotion.

E. COMPENSATORY TIME

In lieu of payment for overtime hours worked, the employee may elect to take compensatory time off. One and one-half (1½) hours of compensatory time shall be credited for each overtime hour worked. Unused accumulated compensatory time may be converted to overtime pay only upon termination of employment unless otherwise authorized by the Chief of Police. Compensatory time may not be used on a holiday. Compensatory time may be accumulated up to one-hundred ten (110) hours annually (73.33 actual hours worked) with the year commencing October 1. All compensatory time that is not used prior to the last pay period before September 30th of each year shall be paid out in cash to the employee at the regular hourly rate for the hours left in the compensatory time bank. The pay-out for the unused compensatory time shall occur in the

last full pay period prior to October 1. It shall be permissible to use less than eight (8) hours at a time. Compensatory time shall be used only with the approval of the Chief or the Chief's designated representative. Compensatory time must be recorded through the City payroll system.

An employee shall have the option of accruing compensatory leave time at a rate of one and one-half (1 ½) times the actual hours worked in lieu of the payment of overtime. Employees may carry a maximum of not more than one-hundred twenty (120) hours of compensatory time (80.00 hours of actual time worked). The compensatory time off shall be taken at a time mutually agreed upon by the employee and the supervisor, but must be taken by the last full pay period in March following the end of the calendar year in which it is earned. Compensatory time carried over to the new year will be used first. Compensatory time remaining at the end of this period shall be paid in cash. The employee retains the right to cash out his/her compensatory time at any time. It is understood that the usage of the compensatory time is to be requested just like annual leave, and may be denied as may any other leave. Requests for the use of accrued compensatory time shall not be unreasonably denied.

F. FIELD TRAINING OFFICER

Any Police Officer assigned as a Field Training Officer shall, in addition to his/her regular salary, be paid \$1.00 \$2.00 per hour while actively working with a trainee or other issues directly concerning a trainee which may include: post shift reporting, training, periodic meetings and court appearances with the trainee.

G. LONGEVITY

In addition to an employee's base salary provided for elsewhere in this Agreement, each employee of the bargaining unit shall annually receive longevity pay based upon the total length of service with the City or as a sworn Officer with another agency. Such pay shall be effective beginning with the first full pay period following completion of the specified years of service. Payment shall be made on a prorated basis on each regular pay day. The following annual longevity pay rate schedule shall apply:

Officer	5 years	\$ 350.00 (Beginning 6 th Year)
	10 years	\$ 645.50650.00 (Beginning 11 th Year)
	15 years	\$ 870.001,000.00 (Beginning 16 th Year)
	20 years	\$1,096.001,350.00 (Beginning 21 st Year)
	25 years	\$1,270.001,750.00 (Beginning 26 th Year)
Sergeant and Lieutenant	5 years	\$ 375.00 (Beginning 6 th Year)
	10 years	\$ 650.00 (Beginning 11 th Year)
	15 years	\$1,250.00 (Beginning 16 th Year)
	20 years	\$1,700.00 (Beginning 21 st Year)
	25 years	\$2,400.00 (Beginning 26 th Year)

H. SHIFT DIFFERENTIAL

All employees who are regularly assigned to a shift whose majority of hours occur between 18600 hours and 0600 hours shall be paid an additional forty-five cents (\$0.45) two dollars (\$2.00) per hour. The shift differential shall be included as an addition to the employee's hourly rate.

I. SPECIALTY PAY

Designated Officers who are assigned to specialized assignments that routinely involve changes in schedules for training purposes, call in for duty, and/or specialized training and certifications as listed below are eligible for additional compensation. Tier I specialized assignments will receive an additional sixty cents (\$0.60) per hour. Tier II specialized assignments will receive an additional thirty cents (\$0.30) per hour. Officers shall only be compensated for one (1) Tier I assignment and one (1) Tier II assignment regardless of how many assignments they may possess within that Tier. Maximum specialty pay will be ninety (\$0.90) cents per hour which is equal to a Tier I and Tier II assignment. Once an employee leaves a specialty or loses certification, the employee forfeits the specialty pay. Assignments will be reviewed monthly for payroll accuracy.

Tier I

SWAT
Police K9
Drug Recognition Expert
Accident Reconstruction Team
CERT/Hostage Negotiator
Drone

Tier II

All Department Designated Instructors:
Firearms
Defensive Tactics
Less Lethal

ARTICLE XVI - PAY PLAN STRUCTURE

A. ADMINISTRATION OF PAY SCHEDULE

1. All classifications will be considered for pay schedule step increases upon receiving satisfactory performance appraisals with said step increases to be effective on the first day of the pay period following the event for change according to the following schedule:

- | | |
|---------|--|
| Step 1. | Entry level; |
| Step 2. | Upon successful completion of twelve (12) months of service in step 1 of the job classification and upon receiving a satisfactory performance appraisal; |
| Step 3. | Upon successful completion of twelve (12) months of service in step 2 of the job classification and upon receiving a satisfactory performance appraisal; |
| Step 4. | Upon successful completion of twelve (12) months of service in step 3 of the job classification and upon receiving a satisfactory performance appraisal; |
| Step 5. | Upon successful completion of twelve (12) months of service in step 4 of the job classification and upon receiving a satisfactory performance appraisal; |
| Step 6. | Upon successful completion of twelve (12) months of service in step 5 of the job classification and upon receiving a satisfactory performance appraisal; |

- Step 7. Upon successful completion of twelve (12) months of service in step 6 of the job classification and upon receiving a satisfactory performance appraisal;
- Step 8. Upon successful completion of twelve (12) months of service in step 7 of the job classification and upon receiving a satisfactory performance appraisal;
- Step 9. Upon successful completion of twelve (12) months of service in step 8 of the job classification and upon receiving a satisfactory performance appraisal;
2. An employee who is promoted shall be placed in the step of the new pay grade that insures at least a three percent (3%) increase in pay. Upon successful completion of the six (6) month introductory period in the new position and upon receiving a satisfactory performance appraisal, an employee shall move to the next step in the pay scale.
 3. The Mayor may evaluate the manner of performance of any employee, all employees, or any portion of the employees at any time during such employees' service. Any adjustments in the pay of such evaluated employees, including introductory employees' step adjustments, shall be effective on the first day of a pay period falling on or immediately after such adjustment.
 4. Employees, prior to advancing in step or grade, shall be evaluated using the City's performance appraisal system. Such appraisal shall take place yearly. Should an employee receive an appraisal indicating unsatisfactory performance, that employee will not receive an increase in pay, other than increases in pay lines for each classification.
 5. In no case shall any employee be advanced beyond the maximum rate of the pay grade for his/her class of position.

B. INTRODUCTORY PERIOD

As set forth in the Nebraska Civil Service Act and the Grand Island Civil Service Commission Rules and Regulations, no appointment, employment, or promotion in any position in the service shall be deemed complete until after the expiration of one year after certification by the Nebraska Law Enforcement Training Center for police officers.

ARTICLE XVII - EMPLOYEE RELATIONS

A. GENERAL

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

B. MEMBERSHIP IN F.O.P.

The parties hereby agree that no officers, agents, representatives, members, or anyone connected with either party shall in any manner intimidate, coerce, restrain, or interfere with the rights of employees to form, join or assist labor organizations, or to refrain from any of these activities, including the right of employees to withdraw, revoke or cancel F.O.P. membership.

C. DISCIPLINARY ACTION

1. **Cause:** Cause for disciplinary action against any employee shall include any cause so specified in the Employee Personnel Rules of the City of Grand Island, the Police Department Policy and Procedures Manual and the rules and regulations of the City Civil Service Commission.
2. **Reprimand:** The Police Chief or designated representative may reprimand any employee for cause. Such reprimand may be in writing and addressed and presented to the employee who will initial receipt. A signed copy shall be delivered to the Mayor's office for inclusion in the employee's personnel file. The employee may submit an explanation or rebuttal.
3. **Civil Service:** It is agreed by the parties that all applicable provisions of the Rules and Regulations of the Grand Island Civil Service Commission are hereby made part of this agreement and by this reference made part hereof.

It is the policy of the City of Grand Island to provide a system of progressive discipline which affords an opportunity for the resolution of unsatisfactory employee performance or conduct. Such system shall include an appeal procedure to assure the equitable and consistent application of discipline.

Discipline may begin with the least severe disciplinary action and progress, if necessary, to more severe actions. However, the severity of the incident may warrant any level of initial disciplinary action.

ARTICLE XVIII - GRIEVANCE PROCEDURE

A. PROCEDURE

An alleged grievance arising from an employee shall be handled in the following manner:

A grievance for the purpose of the agreement refers to a question of interpretation, application, and meaning of the terms of the labor agreement between the City and the F.O.P.

Employees shall raise and thoroughly discuss any matters of disagreement with their immediate supervisor in order to informally resolve as many matters as possible.

In reducing a grievance to writing, the following information must be stated with reasonable clearness:

The exact nature of the grievance, the act or acts of commission, the time and place of the act of commission or omission, the identity of the party or parties who claim to be aggrieved, the provisions of this agreement that are alleged to have been violated and the remedy which is sought.

In the event that satisfactory settlement is not or cannot be reached after the matter has been informally raised with the immediate supervisor, the following procedure shall be used in submission of a grievance.

1. **First Step** – Any employee who believes that he/she has a justifiable request or grievance shall discuss the request or complaint within five (5) calendar days with the Captain, with or without the F.O.P. representative being present, as the employee may elect, in an attempt to settle the same. If a grievance or request has not been satisfactorily resolved in Step One, it may be presented in writing and proceed to Step Two only if the F.O.P. representative determines that it constitutes a meritorious grievance. A grievance to be considered beyond Step One must be filed in writing with the Police Chief on the form provided by the City.
2. **Second Step** – The Police Chief shall consider the grievance and notify the employee in writing within seven (7) calendar days after receipt of the grievance.
3. **Third Step** – If the grievance is not settled to the satisfaction of the employee, the employee or employee's representative shall present it in writing to the Mayor of the City or the Mayor's designated representative within seven (7) calendar days after the decision of the Police Chief. The Mayor or designated representative shall notify the employee of the decision made and of any action taken within ten (10) calendar days after receipt of the grievance.
4. **Fourth Step** – If the grievance is not settled to the satisfaction of the employee, he/she may appeal, within ten (10) days after receipt of the City's decision to a court of competent jurisdiction.

The grievant may use vacation leave to prepare or present the case. Nothing in this agreement shall prevent the grievant from including in his or her petition a prayer for remuneration for time expended in the preparation, trial, or other time lost relating to grievance under consideration.

B. GENERAL CONDITIONS

All grievances shall be presented by the employee in person. The employee shall not be paid for any time used to present a grievance. An employee must obtain the permission of the immediate supervisor before leaving the job to present a grievance. (None of the above precludes the possibility of meetings at any step of the grievance procedure among the parties involved to discuss the issues and to attempt to settle them at that step). Nothing in the foregoing provisions shall be construed to apply to the extent, if any, that such provisions may become in conflict with a duly enacted statute of the state or a decision of the court of competent jurisdiction.

The time limits provided in this Article shall be strictly construed and the failure of any moving party to meet the time limits listed in this Article relative to the processing of the grievance shall constitute an unconditional acceptance of the remedy promulgated at the last step, or constitute a rescission of the act giving rise to the grievance, whichever is appropriate.

ARTICLE XIX - OTHER BENEFITS

A. MEDICAL, DENTAL AND LONG TERM DISABILITY INSURANCE

Except as modified by this Article XIX, Section A., the City agrees to provide health, dental, and long-term disability insurance during the term of this agreement for the employee and the employee’s eligible dependents at the same eligibility benefit level and employee contribution level as provided to non-union City employees under the City’s general group insurance plans.

The City shall make available a PPO plan for employees covered under this contract. Employee premiums for the PPO plan are as follows for the 2019-2020 plan year; Single coverage \$207.90 per month, 2/4 coverage \$414.76 per month, Family \$619.50 per month. In the 2020-2021 plan year and the 2021-2022 plan year, employee premiums shall not increase more than 6% each plan year.

PPO premiums will be based on the following Employee/Employer percentages per plan year:

	Employee / Employer
Single	20% / 80%
2/4	20% / 80%
Family	20% / 80%

The City shall make available a high deductible health plan (HDHP) for employees covered under this contract. Employee premiums for the HDHP are as follows:

Year 1 HDHP			Year 2 HDHP		
Coverage Type	Employee Premium (per mo.)	Plan Year "Seed" Money	Coverage Type	Employee Premium (per mo.)	Plan Year "Seed" Money
Single	\$75.81	\$1,350.00	Single	\$77.33	\$1,350.00
2/4	\$175.52	\$2,025.00	2/4	\$179.03	\$2,025.00
Family	\$258.98	\$2,700.00	Family	\$264.16	\$2,700.00

Year 31 HDHP		
Coverage Type	Employee Premium (per mo.)	Plan Year "Seed" Money
Single	\$78.8780.45	\$1,350.00
2/4	\$182.61186.26	\$2,025.00
Family	\$269.44274.83	\$2,700.00

Premiums for the remaining plan years will be based on a percentage of shared cost.

Premiums will be based on the following Employee/Employer percentages:

	Employee / Employer
Single	6% / 94%
2/4	9% / 91%
Family	12% / 88%

B. LIFE INSURANCE

The City will provide a fifty thousand (\$50,000.00) life insurance policy for the employee. Such policy contains an option allowing the employee to purchase additional insurance. The premium for the optional insurance shall be paid by the employee.

C. DISCONTINUANCE OF INSURANCE

1. Except as provided under the City's Family and Medical Leave Act (FMLA) Policy, or otherwise as required by law, an employee who is on a leave of absence without pay will be removed from coverage under the City's hospitalization, dental and medical insurance plan on the first day of the month following the effective date of the leave and shall remain off the City's plan for the duration of said leave of absence. Upon expiration of such leave and upon return of the employee to active duty, he or she will receive coverage on the first day of the month following his/her return. If the leave of absence is not covered by the FMLA policy, the employee shall have the option of retaining coverage under the City's hospitalization, dental and medical insurance plan if the employee pays one-hundred percent (100%) of the premium cost during an approved leave of absence.
2. The employee will be required to pay the premium on the life insurance policy during any leave of absence. The employee shall pay both the City's premium and employee's premium, if any, during this period.

D. UNIFORM ALLOWANCE

The City shall provide for new employees covered under this contract upon hire, uniform items consisting of: four (4) three (3) long sleeved shirts; four (4) three (3) short sleeved shirts; four (4) pairs of pants; one (1) winter coat; one (1) uniform hat; one (1) concealed and external carrier and body armor.

New hires shall be allowed to receive from the city, a loan for the amount needed to buy the required uniform and equipment not to exceed Six-Hundred Dollars (\$600.00) in addition to what is provided by the City at zero percent (0%) interest rate, with the loan to be repaid from the uniform allowance in its entirety until the loan is repaid in full.

All employees covered by this agreement shall be designated as uniformed officers for the City. The City shall provide a uniform allowance to be paid semi-annually at the rate of Three Hundred Twenty Five Dollars (\$325.00) five hundred fifty dollars (\$550) per employee. The City shall provide to each employee covered by this agreement: brass, handcuffs, whistle, nightstick, case, flashlight, batteries for flashlight, a weapon, ammo clips and a belt.

The City shall replace body armor for each officer upon the failure of their body armor. A rotating schedule of replacement shall also be set up so that the body armor and concealed and external carrier shall be replaced one time every five years by the City. The body armor shall be worn at all times by the employees while on duty unless a specific duty assigned, shall not require that the body armor be worn, and such exception to the mandatory wearing of body armor shall be signed specifically by the Chief of Police.

Costs for replacement of personal equipment that is damaged, broken, or lost in the course and scope of employment will be reimbursed by the City as provided below. Incidents occurring during training events will not be covered.

1. Prescription eyeglasses or contact lenses will be reimbursed up to a replacement value of two hundred (\$200) dollars.
2. Watches will be reimbursed up to a replacement value of one hundred fifty (\$100150) dollars.
- 3.
4. Cell phones will be reimbursed up to a replacement value of three hundred (\$300) dollars. Reimbursement includes covering the cost of deductible, repair or replacement.

E. TUITION AND BOOK REIMBURSEMENT PROGRAM

The provisions of this program are separate from LB1273 which relates to waiver of tuition of law enforcement. Tuition and book reimbursement shall be available, subject to the following restrictions, for the purpose of enhancing the knowledge and skills of employees to better perform their current duties:

1. **Qualification Process.** The determination of whether a request qualifies for the tuition reimbursement program shall be made by the Chief of Police based upon the following considerations:
 - a. Is there budget authority?
 - b. Is the book necessary for said course, job related?
 - c. Is there supervisor approval?
 - d. Is the employee requesting reimbursement eligible for other assistance programs?
2. **Approval Process.** To receive tuition reimbursement, the employee must submit a "Tuition Request Form", which shall contain the qualification information discussed above, as well as the employee's financial request prior to beginning the course. Reimbursement approval is limited as follows:
 - a. Base tuition and necessary books only. No reimbursement shall be allowed for other fees.
 - b. If the employee is eligible for other assistance programs, the City will provide secondary benefits only.

3. **Reimbursement Process.** Any employee requesting tuition reimbursement shall submit a grade report indicating a “B” or higher, and the tuition request form to the Chief of Police for inclusion in the next payroll period.
4. **Service Requirement.** Tuition reimbursement is available to regular status employees.
5. **Eligibility Requirements.** Tuition reimbursement shall be limited as follows:
 - a. Less than two (2) years of service: \$ 300.00 1,000.00
 - b. Two (2) to Five (5) years of service: \$ 600.00 1,500.00
 - c. Five (5) to Ten (10) years of service: \$2,000.00 4,000.00
 - d. Over ten (10) years of service: \$3,000.00 5,000.00

Said amounts are to be approved annually from October 1 through the end of the following September.

F. CAFETERIA PLAN

The City agrees to maintain a pre-tax contribution plan for medical and hospitalization insurance as long as said plan is generally maintained for employees of the City. The employees covered by this contract shall be allowed to utilize said plan.

The City also agrees to maintain a cafeteria plan for health care reimbursement and dependent care assistance, and allow the employees covered by this contract to utilize such plan as long as such plan is maintained for city employees of the City of Grand Island.

G. EMPLOYEE ASSISTANCE PROGRAM

The City agrees to allow the employees covered by this contract access to the Employee Assistance Program, as long as the City maintains such program.

H. VOLUNTARY EMPLOYEE BENEFITS ASSOCIATION (VEBA)

All employees shall participate in the group VEBA. A contribution will be made to the employee’s account each pay period in the amount of Twenty and No/100 Dollars (\$20.00). Employees will have access to the money in their VEBA account for eligible medical expenses upon separation with the City.

ARTICLE XX - SENIORITY

A. CONTINUOUS SERVICE

Seniority shall be based on continuous length of service in a classification without a break or interruption; provided, that any suspension for disciplinary purposes, absence on authorized leave with pay,

absence on authorized leave without pay, or lay-off for thirty (30) calendar days or less, shall not constitute a break of interruption of service within the meaning of this Article.

B. DATE OF ENTRY

Seniority shall commence from the date an employee enters a classification.

C. LIST

A list of employees arranged in order of seniority by classification shall be maintained and revised and updated as is necessary.

D. SAME DATE OF ENTRY

Where two or more employees in the same classification were appointed on the same date, their seniority standing shall be determined by the Police Chief at that time and the individuals so notified.

E. SHIFT VACANCY ASSIGNMENT

Seniority shall be a primary consideration in granting employees preference relative to shift assignments when filling a vacancy. It is understood that the Chief of Police, in the best interests of the operation of the Police Department, shall retain all authority to make assignments as required to properly staff the Police Department and may reassign an officer to another shift. Patrol Shift assignments for Officers and Sergeants will be subject to bid annually. Bidding for Officers will take place in January of each calendar year. Bidding for Sergeants shall take place at least two (2) months prior to Police Officer bidding. New assignments shall take effect in the first pay period of June of that same year.

F. HIGHER CLASSIFICATION PREFERENCE

When two (2) or more employees are promoted to a new classification from different classifications, the employee promoted in the higher classification shall be senior.

G. DAYS OFF VACANCY ASSIGNMENT

Seniority shall be a consideration in the assigning of days off when filling a classification vacancy. Seniority shall not be used to change established work schedules.

ARTICLE XXI - BILINGUAL PAY

Eligible employees proficient in an approved second language shall be paid One Thousand Five hundred dollars (\$1,500.00) per calendar year, such pay to be included in the second paycheck in November. The Chief of Police shall determine which languages are “approved” based upon the needs of the department as they relate to the population make-up of Grand Island.

A test shall be developed by the Human Resources Department to test the proficiency of the employee in each approved language before an employee is eligible for bilingual pay.

ARTICLE XXII - HEALTH INSURANCE COMMITTEE

The City agrees to establish and maintain an employee advisory committee to aid in obtaining health and dental insurance.

ARTICLE XXIII - SAFETY COMMITTEE

A. MEMBERS

There shall be a joint committee established, effective the date of ratification of this agreement, consisting of three (3) representatives of the City and three (3) members of the bargaining unit selected by the F.O.P. who shall, at regular intervals, meet to discuss safety problems, and if necessary, tour the premises. The first chairperson of said committee shall be a member of the F.O.P., said position thereafter to rotate annually between the City and the F.O.P.

B. SUBJECTS

All questions relating to safety, including equipment and procedures shall be considered proper subjects for discussion.

C. COMMON CONCERN

It is agreed by the parties that the question of safety is a common concern and to this end the parties agree to use all reasonable means of protecting the health and welfare of all employees.

D. ADMINISTRATIVE REVIEW

The recommendations of the safety committee shall be forwarded to the Chief of Police for review and consideration. The Chief of Police shall provide a response to such recommendations to both the Chief Administrative Officer of the City and the members of the safety committee within twenty (20) working days of receipt of the recommendation. An additional ten (10) working days will automatically be granted upon written request for additional time to respond. If no response has been made after the additional ten (10) days has elapsed, an F.O.P. representative on the committee may directly contact the Chief Administrative Officer for further action.

ARTICLE XXIV - MANAGEMENT RIGHTS

A. COLLECTIVE BARGAINING

The City has endorsed the practices and procedures of collective bargaining as an orderly way to conduct its relations with this group of employees, provided, that the City, acting through its chief administrative officer of the City, retains the right to effectively operate in a reasonable and efficient manner to serve the best interests of all the citizens of the City.

B. RESERVED RIGHTS

Except where limited by express provisions elsewhere in this agreement, nothing in the agreement shall be construed to restrict, limit, or impair the rights, powers and the authority of the City as granted to it under the laws of the State of Nebraska and City ordinances. These rights, powers and authority include, but are not limited to the following:

1. Discipline or discharge for cause whether arising under this agreement or City work rules.
2. Direct the work force.
3. Hire, assign or transfer employees.
4. Determine the mission of the City.
5. Determine the methods, means, number of personnel needed to carry out the City's mission.
6. Introduce new or improved methods or facilities.
7. Change existing methods or facilities.
8. Relieve employees because of lack of work.
9. Contract out for goods or services.
10. The right to classify jobs and to allocate individual employees to appropriate classifications based upon duty assignments. The City will not abolish or change any bargaining unit classifications for the purpose of depriving the bargaining unit employees of their benefits under this agreement.

C. SCOPE OF NEGOTIATIONS

The parties acknowledge that they have had the opportunity to present and discuss proposals on any subject which is, or may be, subject to collective bargaining.

D. MATTERS NOT SPECIFICALLY MENTIONED

Any and all matters not specifically mentioned in this agreement are reserved to the City. Such matters reserved to the City shall not be subject to grievance proceedings or negotiation during the life of this contract.

E. CHIEF ADMINISTRATIVE OFFICER

All industrial relation functions of the City shall be handled by the chief administrative officer of the City or designated representative. The F.O.P. agrees that it shall deal with the City only through the chief administrative officer of the City or designated representative.

ARTICLE XXV - GENERAL PROVISIONS

A. F.O.P. CREDENTIALS

No representative of the F.O.P. shall be permitted to come on any job site of the City for any reason without first presenting his/her credentials to the chief administrative officer of the City, Police Chief, or authorized representative, and obtaining permission.

B. F.O.P. SOLICITATION

The F.O.P. agrees that it or its members will not solicit membership in the F.O.P. or otherwise carry on F.O.P. activities during working hours or on City property, except with the written permission of the police Chief and or City Administrator.

C. DISCRIMINATION

The City agrees not to discriminate against any employee on the basis of race, creed, color, sex, age or national origin, as provided by law.

D. F.O.P. INTERFERENCE

The City and the F.O.P. agree not to interfere with the right of employees to become or not to become members of the F.O.P., and further that there shall be no discrimination or coercion against any employee because of F.O.P. membership or non-membership.

E. F.O.P. BULLETIN BOARD

The City shall permit the FOP to use one bulletin board designated by the Chief of Police for posting of FOP meetings and elections, reports of FOP committees and other notices or announcements that would be of benefit or of interest to the employees.

Posted materials shall not contain anything discriminatory or reflecting adversely upon the City or any of its employees. Any violation of this provision shall entitle the City to cancel immediately this provision of this Article and prohibit the FOP's further use of the bulletin board.

F. UNION TIME

The City will allow Union Officers and members of the negotiation, retirement, insurance and safety committees (only) to use City email, City interoffice mail, and on-duty time for face-to-face conversations and phone calls to discuss Union matters with Human Resources, City Administration and the Chief of Police or designee. Such matters include but are not limited to grievances, scheduling of hearings and negotiation sessions and answering questions from Human Resources, City Administration and the Chief of Police or designee.

ARTICLE XXVI - STRIKES AND LOCKOUTS

A. STRIKES

Neither the F.O.P. nor any officers, agents, or employees will instigate, promote, sponsor, engage in, or condone any strike, slowdown, concerted stoppage of work or any other intentional interruption of the operations of the City, regardless of the reason for so doing. The F.O.P. shall attempt in good faith at all times to keep its members on the job during periods of negotiations and hearings for the settlement of grievances. If employees strike or in any manner slow down or stop work without F.O.P. authorization, the F.O.P. shall notify the City of the facts involved with the incident. Any or all employees who violate any of the provisions of this Article without F.O.P. sanction may be summarily discharged or disciplined by the City. Such discharge or discipline shall not be subject to grievance proceedings under any circumstances.

B. LOCKOUTS

The City will not lock out any employee during the term of the agreement as a result of a labor dispute with the F.O.P.

ARTICLE XXVII – SEVERABILITY

If any of the provisions of this agreement are subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statute or ordinances, all other provisions of this agreement shall remain in full force and effect for the duration of this agreement.

ARTICLE XXVIII - SCOPE OF AGREEMENT

A. COMPLETE AGREEMENT

The parties mutually agree that this agreement constitutes the entire agreement and understanding concerning all proper subjects of collective bargaining for the duration of the agreement between the parties and supersedes all previous agreements. This agreement shall not be modified, altered, changed or amended in any respect unless in writing and signed by both parties. There are no oral agreements nor is this agreement based upon any oral representation covering the subject matter of this agreement.

B. INTERPRETATION

This agreement has been executed in accordance with the statutes and the laws of the State of Nebraska and the United States of America, and any dispute, disagreement, or litigation arising under this agreement shall be adjudged in accordance with the statutes and laws of the State of Nebraska and of the United States of America.

C. NEGOTIATIONS

The parties agree that the negotiations preceding the signing of this agreement included negotiations on all proper subjects of bargaining and that all negotiations were conducted in accordance with all applicable federal and state requirements.

ARTICLE XXIX - C.I.R. WAIVER

As a result of negotiations, and in consideration of this entire collective bargaining agreement, the F.O.P., on behalf of all of its members, hereby knowingly, intelligently, and voluntarily waives its right to file any proceedings with the Nebraska Commission of Industrial Relations alleging lack of comparability with respect to any wages, fringe benefits or any other conditions of employment with respect to the time period between October 1, 201922 through September 30, 20225. The parties specifically agree that this waiver does not pertain to claims, actions, or suits brought pursuant to Neb. Rev. Stat. §48-824 and §48-825.

ARTICLE XXX - NON-DISCRIMINATION

A. PROHIBITION OF DISCRIMINATION

All provisions of this agreement shall be applied equally to all employees in the bargaining unit without discrimination as to sex, race, religion, color, creed, protected age, disability, veteran status, national origin, political affiliation, union or non-union membership.

B. GENDER REFERENCES

All references to employees in this agreement designate both sexes, and whenever the male or female gender is used, such term shall be construed to include both male and female employees.

C. A.D.A. COMPLIANCE

In order to allow the City to deal directly with disabled employees and to maintain confidentiality as required by the Americans with Disabilities Act, the Union hereby waives its right to object to the City's good faith efforts to comply with the Americans with Disabilities Act with respect to employees in the bargaining unit. This waiver shall include, but is not limited to, the City's direct dealing with employees in the bargaining unit with respect to accommodations, and the obligation of the City to maintain confidentiality with respect to medical conditions or medical histories of employees in the bargaining unit.

ARTICLE XXXI - DURATION OF CONTRACT

A. EXPIRATION

This agreement shall be effective upon signature by both parties hereto, October 1, 201922 and shall continue in effect until midnight, September 30, 20225. If a new and substitute agreement has not been duly entered into prior to the expiration date, all economic terms of the agreement shall continue in full force and effect unless modified in accordance and by implementation of the final offer of the City, or until a new agreement is reached, the Nebraska Commission of Industrial Relations (CIR) has made a determination, or the Nebraska Supreme Court has made a decision on appeal from any CIR decision, whichever of the above may be the first to occur.

B. NEGOTIATIONS FOR NEW AGREEMENT

The F.O.P. will contact the City to begin negotiations for a new agreement to take effect upon the termination of this agreement may begin any time after January 1, 20225 but no later than February 28, 20225 and must be completed by June 30, 20225 for budget preparation purposes.

C. CONTRACT NEGOTIATIONS

Upon notification by either party, the parties shall mutually agree upon the time and place for the first negotiating session. Subsequent sessions shall be set by mutual agreement. Agreement in the setting of negotiating sessions shall not be unreasonably withheld by either party.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the _____ day of _____, 201922.

**GRAND ISLAND LODGE NO. 24 OF THE
FRATERNAL ORDER OF POLICE,**

By: _____
Jarret DaughertyDale Hilderbrand, President, Lodge No. 24

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

By: _____
Roger G. Steele, Mayor

Attest: _____
RaNae Edwards, City Clerk

EXHIBIT A

FOP - YEAR ONE
FY 2019 - 2020

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
POLICE OFFICER	HOURLY	22.6435	23.9902	25.4170	26.9287	28.5303	30.2271	32.0248	33.9295	35.9531
6005	BIWEEKLY	1,811.48	1,919.22	2,033.36	2,154.30	2,282.42	2,418.17	2,561.98	2,714.36	2,876.25
	MONTHLY	3,924.87	4,158.31	4,405.61	4,667.65	4,945.24	5,239.37	5,550.96	5,881.11	6,231.88
	ANNUAL	47,098.48	49,899.72	52,867.36	56,011.80	59,342.92	62,872.42	66,611.48	70,573.36	74,782.50

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
POLICE SERGEANT	HOURLY	31.3672	32.5960	33.8730	35.2000	36.5789	38.0119	39.5010	41.0485	42.6610
6010	BIWEEKLY	2,509.38	2,607.68	2,709.84	2,816.00	2,926.31	3,040.95	3,160.08	3,283.88	3,412.88
	MONTHLY	5,436.99	5,649.97	5,871.32	6,101.33	6,340.34	6,588.73	6,846.84	7,115.07	7,394.57
	ANNUAL	65,243.88	67,799.68	70,455.84	73,216.00	76,084.06	79,064.70	82,162.08	85,380.88	88,734.88

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
POLICE LIEUTENANT	HOURLY	34.6000	36.1027	37.6706	39.3066	41.0137	42.7949	44.6535	46.5927	48.6219
6020	BIWEEKLY	2,768.00	2,888.22	3,013.65	3,144.53	3,281.10	3,423.59	3,572.28	3,727.42	3,889.75
	MONTHLY	5,997.33	6,257.81	6,529.58	6,813.15	7,109.05	7,417.78	7,739.94	8,076.08	8,427.79
	ANNUAL	71,968.00	75,093.72	78,354.90	81,757.78	85,308.60	89,013.34	92,879.28	96,912.92	101,133.50

EXHIBIT A

FOP - YEAR ONE

FY
2022
EFFECTIVE
8/14/2022
2
2023

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
POLICE OFFICER	HOURLY	\$29.00	\$30.50	\$32.00	\$33.50	\$35.00	\$36.50	\$38.00	\$39.50	\$41.00
6005	BIWEEKLY	\$2,320.00	\$2,440.00	\$2,560.00	\$2,680.00	\$2,800.00	\$2,920.00	\$3,040.00	\$3,160.00	\$3,280.00
	MONTHLY	\$5,025.70	\$5,285.65	\$5,545.60	\$5,805.55	\$6,065.50	\$6,325.45	\$6,585.40	\$6,845.35	\$7,105.30
	ANNUALLY	\$60,320.00	\$63,440.00	\$66,560.00	\$69,680.00	\$72,800.00	\$75,920.00	\$79,040.00	\$82,160.00	\$85,280.00

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
POLICE SERGEANT	HOURLY	\$39.00	\$40.00	\$41.00	\$42.00	\$43.00	\$44.00	\$45.00	\$46.00	\$47.00
6010	BIWEEKLY	\$3,120.00	\$3,200.00	\$3,280.00	\$3,360.00	\$3,440.00	\$3,520.00	\$3,600.00	\$3,680.00	\$3,760.00
	MONTHLY	\$6,758.70	\$6,932.00	\$7,105.30	\$7,278.60	\$7,451.90	\$7,625.20	\$7,798.50	\$7,971.80	\$8,145.10
	ANNUALLY	\$81,120	\$83,200	\$85,280	\$87,360	\$89,440	\$91,520	\$93,600	\$95,680	\$97,760

ALLY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
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		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
POL LIEUTENAN T	HOUR LY	\$42.00 00	\$43.50 00	\$45.00 00	\$46.50 00	\$48.00 00	\$49.50 00	\$51.00 00	\$52.50 00	\$54.00 00
6020	BIWEE KLY	\$3,360 .00	\$3,480 .00	\$3,600 .00	\$3,720 .00	\$3,840 .00	\$3,960. 00	\$4,080. 00	\$4,200. 00	\$4,320. 00
	MONT HLY	\$7,278 .60	\$7,538 .55	\$7,798 .50	\$8,058 .45	\$8,318 .40	\$8,578. 35	\$8,838. 30	\$9,098. 25	\$9,358. 20
	ANNU ALLY	\$87,36 0.00	\$90,48 0.00	\$93,60 0.00	\$96,72 0.00	\$99,84 0.00	\$102,9 60.00	\$106,0 80.00	\$109,2 00.00	\$112,3 20.00

FOP - YEAR TWO

EXHIBIT B

FY 2020 - 2021

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
POLICE OFFICER	HOURLY	23.3228	24.7099	26.1795	27.7366	29.3862	31.1339	32.9855	34.9474	37.0317
6005	BIWEEKLY	1,865.82	1,976.79	2,094.36	2,218.93	2,350.90	2,490.71	2,638.84	2,795.79	2,962.54
	MONTHLY	4,042.61	4,283.05	4,537.78	4,807.68	5,093.62	5,396.54	5,717.49	6,057.55	6,418.84
	ANNUAL	48,511.32	51,396.54	54,453.36	57,692.18	61,123.40	64,758.46	68,609.84	72,690.54	77,026.04

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
POLICE SERGEANT	HOURLY	32.3082	33.5739	34.8892	36.2560	37.6763	39.1523	40.6860	42.2800	43.9408
6010	BIWEEKLY	2,584.66	2,685.91	2,791.14	2,900.48	3,014.10	3,132.18	3,254.88	3,382.40	3,515.26
	MONTHLY	5,600.10	5,819.47	6,047.47	6,284.37	6,530.55	6,786.39	7,052.24	7,328.53	7,616.40
	ANNUAL	67,201.16	69,833.66	72,569.64	75,412.48	78,366.60	81,436.68	84,626.88	87,942.40	91,396.76

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
POLICE LIEUTENANT	HOURLY	35.6380	37.1858	38.8007	40.4858	42.2441	44.0787	45.9931	47.9905	50.0806
6020	BIWEEKLY	2,851.04	2,974.86	3,104.06	3,238.86	3,379.53	3,526.30	3,679.45	3,839.24	4,006.45
	MONTHLY	6,177.25	6,445.53	6,725.46	7,017.53	7,322.32	7,640.32	7,972.14	8,318.35	8,680.64
	ANNUAL	74,127.04	77,346.36	80,705.56	84,210.36	87,867.78	91,683.80	95,665.70	99,820.24	104,167.70

EXHIBIT B

FOP - YEAR TWO

FY
2023
EFFECTIVE
10/8/202
3
-
2024

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
POLICE OFFICER	HOURLY	\$30.1600	\$31.7200	\$33.2800	\$34.8400	\$36.4000	\$37.9600	\$39.5200	\$41.0800	\$42.6400
6005	BIWEEKLY	\$2,412.80	\$2,537.60	\$2,662.40	\$2,787.20	\$2,912.00	\$3,036.80	\$3,161.60	\$3,286.40	\$3,411.20
	MONTHLY	\$5,226.73	\$5,497.08	\$5,767.42	\$6,037.77	\$6,308.12	\$6,578.47	\$6,848.82	\$7,119.16	\$7,389.51
	ANNUALLY	\$62,732.80	\$65,977.60	\$69,224.40	\$72,467.20	\$75,712.00	\$78,956.80	\$82,201.60	\$85,446.40	\$88,691.20

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
POLICE SERGEANT	HOURLY	\$40.5600	\$41.6000	\$42.6400	\$43.6800	\$44.7200	\$45.7600	\$46.8000	\$47.8400	\$48.8800
6010	BIWEEKLY	\$3,244.80	\$3,328.00	\$3,411.20	\$3,494.40	\$3,577.60	\$3,660.80	\$3,744.00	\$3,827.20	\$3,910.40
	MONTHLY	\$7,029.05	\$7,209.28	\$7,389.51	\$7,569.74	\$7,749.98	\$7,930.21	\$8,110.44	\$8,290.67	\$8,470.90
	ANNUALLY	\$84,361.60	\$86,523.20	\$88,684.80	\$90,846.40	\$93,008.00	\$95,169.60	\$97,331.20	\$99,492.80	\$101,654.40

ALLY	4.80	8.00	1.20	4.40	7.60	0.80	4.00	7.20	70.40
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		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
POL LIEUTENAN T	HOUR LY	\$43.68 00	\$45.24 00	\$46.80 00	\$48.36 00	\$49.92 00	\$51.48 00	\$53.04 00	\$54.60 00	\$56.16 00
6020	BIWEE KLY	\$3,494 .40	\$3,619 .20	\$3,744 .00	\$3,868. 80	\$3,993. 60	\$4,118. 40	\$4,243. 20	\$4,368. 00	\$4,492. 80
	MONT HLY	\$7,569 .74	\$7,840 .09	\$8,110 .44	\$8,380. 79	\$8,651. 14	\$8,921. 48	\$9,191. 83	\$9,462. 18	\$9,732. 53
	ANNU ALLY	\$90,85 4.40	\$94,09 9.20	\$97,34 4.00	\$100,5 88.80	\$103,8 33.60	\$107,0 78.40	\$110,3 23.20	\$113,5 68.00	\$116,8 12.80

FOP - YEAR THREE

EXHIBIT C

FY 2021 - 2022

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
POLICE OFFICER	HOURLY	24.0225	25.4512	26.9649	28.5687	30.2678	32.0679	33.9751	35.9958	38.1427
6005	BIWEEKLY	1,921.80	2,036.10	2,157.19	2,285.50	2,421.42	2,565.43	2,718.01	2,879.66	3,051.42
	MONTHLY	4,163.90	4,411.55	4,673.91	4,951.92	5,246.41	5,558.43	5,889.02	6,239.26	6,611.41
	ANNUAL	49,966.80	52,938.60	56,086.94	59,423.00	62,956.92	66,701.18	70,668.26	74,871.16	79,336.92

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
POLICE SERGEANT	HOURLY	33.2774	34.5811	35.9359	37.3437	38.8066	40.3269	41.9066	43.5484	45.2590
6010	BIWEEKLY	2,662.19	2,766.49	2,874.87	2,987.50	3,104.53	3,226.15	3,352.53	3,483.87	3,620.72
	MONTHLY	5,768.08	5,994.06	6,228.89	6,472.92	6,726.48	6,989.99	7,263.82	7,548.39	7,844.89
	ANNUAL	69,216.94	71,928.74	74,746.62	77,675.00	80,717.78	83,879.90	87,165.78	90,580.62	94,138.72

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
POLICE LIEUTENANT	HOURLY	36.7071	38.3014	39.9647	41.7004	43.5114	45.4011	47.3729	49.4302	51.5830
6020	BIWEEKLY	2,936.57	3,064.11	3,197.18	3,336.03	3,480.91	3,632.09	3,789.83	3,954.42	4,126.64
	MONTHLY	6,362.57	6,638.91	6,927.22	7,228.07	7,541.97	7,869.53	8,211.30	8,567.91	8,941.05
	ANNUAL	76,350.82	79,666.86	83,126.68	86,736.78	90,503.66	94,434.34	98,535.58	102,814.92	107,292.64

RESOLUTION 2022-203

WHEREAS, pursuant to Neb. Rev. Stat., §16-201, the City Of Grand Island (City) has the authority to make all contracts and do all other acts in relation to the property and concerns of the City necessary to the exercise of its corporate powers; and

WHEREAS, an employee bargaining unit at the City of Grand Island is represented by the Fraternal Order of Police (FOP), Grand Island Lodge No. 24; and

WHEREAS, representatives of the City and the FOP met to negotiate a labor agreement, 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 Agreement by and between the City of Grand Island and the Fraternal Order of Police, Grand Island Lodge No. 24 for the period of October 1, 2022 through September 30, 2025.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, on July 26, 2022.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
July 22, 2022	☐ City Attorney



City of Grand Island

Tuesday, July 26, 2022

Council Session

Item I-9

#2022-204 - Consideration of Approving Memorandum of Understanding between the City of Grand Island and the Fraternal Order of Police, Grand Island Lodge No. 24

Staff Contact: Aaron Schmid, Human Resources Director

Council Agenda Memo

From: Aaron Schmid, Human Resources Director

Meeting: July 26, 2022

Subject: Approval of Memorandum of Understanding between the City Of Grand Island and the Fraternal Order of Police, Grand Island Lodge No. 24

Presenter(s): Aaron Schmid, Human Resources Director

Background

The Police Officer, Police Sergeant and Lieutenant job classifications in the Grand Island Police Department currently work under the conditions outlined in the labor agreement between the City of Grand Island (City) and the Fraternal Order of Police (FOP), Grand Island Lodge No. 24. The current labor agreement expires as of midnight September 30, 2022.

Discussion

The new labor agreement will begin October 1, 2022 and continue through September 30, 2025. Administration and the FOP are requesting to start portions of the contract early to promote recruiting and retention efforts. The department has experienced significant, prolonged staffing challenges. Administration and the FOP are requesting to start the following portions effective August 14, 2020.

Bereavement	Count bereavement hours as hours worked. City will pay 12 hours of bereavement if employee is working a 12 hour shift and absent for bereavement.
Holidays Pay	City will pay 12 hours of holiday pay if working 12 hour shifts.
Medical Leave	Increase to VEBA payout upon retirement/early retirement. Increase from 20% at 20 years service to 40% at 16 years service and age 50. Increase from 40% at 25 years service to 50% at 20 years service and age 55. Service years from a prior agency will be counted.
Recognition	Language added allow the City to employ PT Police Officers at the airport. Union will not represent the PT employees.
Field Training Pay	Increase from \$1.00 per hour to \$2.00 per hour.

Longevity Increase amounts and separate Officer Tier from Sergeant and Lieutenant Tier. New rates:

	Officer	Sgt & Lt
5 years	\$ 350.00	\$ 375.00
10 years	\$ 650.00	\$ 650.00
15 years	\$1,000.00	\$1,250.00
20 years	\$1,350.00	\$1,700.00
25 years	\$1,750.00	\$2,400.00

Shift Differential Increase from \$0.45 per hour to \$2.00 per hour.

Wages

Position	2022-2023 FY		2023-2024 FY		2024-2025 FY	
	Min	Max	Min	Max	Min	Max
Officer	\$ 29.0000	\$ 41.0000	\$ 30.1600	\$ 42.6400	\$ 31.3664	\$ 44.3456
Sergeant	\$ 39.0000	\$ 47.0000	\$ 40.5600	\$ 48.8800	\$ 42.1824	\$ 50.8352
Lieutenant	\$ 42.0000	\$ 54.0000	\$ 43.6800	\$ 56.1600	\$ 45.4272	\$ 58.4064

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 memorandum of understanding between the City of Grand Island and the Fraternal Order of Police, Grand Island Lodge No. 24.

Sample Motion

Move to approve the MOU between the City of Grand Island and the Fraternal Order of Police, Grand Island Lodge No. 24.

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 does not alter the terms of the negotiated Labor Agreement or make those terms subject to renegotiation before the expiration (September 30, 2025) without a separate written agreement between the parties memorializing such.

The parties agree this MOU only affects the provisions contained herein altering the starting date of certain provisions of the negotiated Labor Agreement as stated below.

The parties agree that the effective date of the full negotiated Labor Agreement will be October 1, 2022.

II.

The terms of the MOU will commence upon August 14, 2022 with City Council approval.

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 start date for the following provisions of the negotiated Labor Agreement shall be altered. Alterations

pursuant to this MOU will be in ~~striketrough~~ and **bold** faced type. The altered starting date of the listed provisions does not make the terms listed below or any of the terms contained in the negotiated or current Labor Agreement subject to renegotiation.

ARTICLE I - F.O.P. RECOGNITION

The City recognizes the F.O.P. as the sole and exclusive collective bargaining representative for the pay classifications of Police Officers, Sergeants and Lieutenants. **This recognition shall not apply to part-time Police Officers that work at the Central Nebraska Regional Airport.**

ARTICLE III - HOURS OF WORK

A. SCHEDULES OF WORK

The City has reserved its right to the utilization of the 207(k) FLSA exemption. The City also reserves the right to revise the regular set schedules from eighty (80) up to eight-six (86) hours per two (2) week pay period. The City shall provide sixty (60) days notice prior to making a set schedule change for each employee subject to the change. All unplanned schedule changes, except in cases of emergency, shall be posted or emailed for all affected employees to see at least fourteen (14) days before the change is effective.

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, **bereavement leave** and holiday hours.

The City specifically maintains and reserves its management rights to establish the hours worked, the work week and all direction of the work force as allowed by law. Employees shall be eligible for overtime under this Agreement and it is expressly stated hereby that overtime shall not be paid more than once for the same hours worked.

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 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.

ARTICLE IV - HOLIDAYS AND HOLIDAY PAY

C. HOLIDAY LEAVE

Non-essential personnel shall use Holiday Leave when the holiday falls on a regular scheduled work day. Essential personnel may only use Holiday Leave in lieu of working any portion of their regularly scheduled shift on a holiday. The use of Holiday Leave requires supervisory approval and shall only apply one time per recognized holiday. ~~In order to be compensated for a full twelve (12) hour or ten (10) hour shift, an employee must supplement with four (4) or two (2) hours of accrued leave.~~

D. HOLIDAY WORKED AND HOLIDAY BENEFIT

Holiday Worked hours shall consist of straight pay ~~up to eight (8) hours~~ plus additional compensation at the rate of 1.5 times the regular rate of compensation for those who are regularly scheduled to work. For those who are called into work on the holiday, they shall receive as compensation straight pay ~~up to eight (8) hours~~ for the holiday, plus additional compensation at the rate of 1.5 times the regular rate of pay for the actual hours worked as holiday on pay.

For payroll purposes, Holiday Benefit is defined as an additional compensation at the employee's regular rate of pay ~~for eight (8) hours~~ if the employee works the holiday, or if the holiday falls on the employee's regularly scheduled day off. ~~In order to be compensated for a full twelve (12) hour or ten (10) hour shift, an employee must supplement with four (4) or two (2) hours of accrued leave.~~

ARTICLE VII - MEDICAL AND BEREAVEMENT LEAVE

G. COMPENSATION FOR UNUSED MEDICAL LEAVE

An employee may accumulate medical leave to a maximum of 1,887 hours.

1. All employees shall be paid ~~twenty~~ **forty** percent (~~20~~ **40**%) for their accumulated medical leave at separation of

employment after ~~twenty~~ **sixteen** (~~20~~ **16**) years of **sworn Officer** service and 50 years of age.

2. All employees shall be paid ~~forty~~ **fifty** percent (~~40~~ **50**%) for their accumulated medical leave at separation of employment after ~~twenty-five~~ (~~25~~ **20**) years of **sworn Officer** service and age 55 years of age.
3. An employee's **beneficiary** shall be paid fifty percent (50%) of accumulated medical leave for an **employee's** death not occurring in the line of duty.
4. An employee's **beneficiary** shall be paid one hundred percent (100%) of accumulated medical leave for an **employee's** death occurring in the line of duty.

The rate of compensation is based on the employee's salary at the time of separation. **Years of service includes time at a previous agency as a sworn Officer and service must be verified.** The payout for medical leave shall go to the employee's Voluntary Employee Benefits Association (VEBA) account.

ARTICLE XV - RATES OF PAY FOR WORK PERFORMED

The rates of pay for work performed under this agreement shall be:

A. ~~2019~~**22** - 2020**23** FISCAL YEAR

Rates of pay from October 1, ~~2019~~**22** through September 30, ~~2020~~**23**, for work performed in the various classes of work under this agreement shall be as shown on the pay plan, attached hereto as Exhibit "A" and shall take effect the first full pay period of October ~~2019~~**22**.

EXHIBIT A

FOP - YEAR ONE

EFFECTIVE 8/14/2022

FY 2022 - 2023

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
POLICE OFFICER	HOURLY	\$29.0000	\$30.5000	\$32.0000	\$33.5000	\$35.0000	\$36.5000	\$38.0000	\$39.5000	\$41.0000
6005	BIWEEKLY	\$2,320.00	\$2,440.00	\$2,560.00	\$2,680.00	\$2,800.00	\$2,920.00	\$3,040.00	\$3,160.00	\$3,280.00
	MONTHLY	\$5,025.70	\$5,285.65	\$5,545.60	\$5,805.55	\$6,065.50	\$6,325.45	\$6,585.40	\$6,845.35	\$7,105.30
	ANNUALLY	\$60,320.00	\$63,440.00	\$66,560.00	\$69,680.00	\$72,800.00	\$75,920.00	\$79,040.00	\$82,160.00	\$85,280.00

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
POLICE SERGEANT	HOURLY	\$39.0000	\$40.0000	\$41.0000	\$42.0000	\$43.0000	\$44.0000	\$45.0000	\$46.0000	\$47.0000
6010	BIWEEKLY	\$3,120.00	\$3,200.00	\$3,280.00	\$3,360.00	\$3,440.00	\$3,520.00	\$3,600.00	\$3,680.00	\$3,760.00
	MONTHLY	\$6,758.70	\$6,932.00	\$7,105.30	\$7,278.60	\$7,451.90	\$7,625.20	\$7,798.50	\$7,971.80	\$8,145.10
	ANNUALLY	\$81,120.00	\$83,200.00	\$85,280.00	\$87,360.00	\$89,440.00	\$91,520.00	\$93,600.00	\$95,680.00	\$97,760.00

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
POL LIEUTENANT	HOURLY	\$42.0000	\$43.5000	\$45.0000	\$46.5000	\$48.0000	\$49.5000	\$51.0000	\$52.5000	\$54.0000
6020	BIWEEKLY	\$3,360.00	\$3,480.00	\$3,600.00	\$3,720.00	\$3,840.00	\$3,960.00	\$4,080.00	\$4,200.00	\$4,320.00
	MONTHLY	\$7,278.60	\$7,538.55	\$7,798.50	\$8,058.45	\$8,318.40	\$8,578.35	\$8,838.30	\$9,098.25	\$9,358.20
	ANNUALLY	\$87,360.00	\$90,480.00	\$93,600.00	\$96,720.00	\$99,840.00	\$102,960.00	\$106,080.00	\$109,200.00	\$112,320.00

F. FIELD TRAINING OFFICER

Any Police Officer assigned as a Field Training Officer shall, in addition to his/her regular salary, be paid ~~\$1.00~~ **\$2.00** per hour while actively working with a trainee or other issues directly concerning a trainee which may include: post shift reporting, training, periodic meetings and court appearances with the trainee.

G. LONGEVITY

In addition to an employee's base salary provided for elsewhere in this Agreement, each employee of the bargaining unit shall annually receive longevity pay based upon the total length of service with the City **or as a sworn Officer with another agency**. Such pay shall be effective beginning with the first full pay period following completion of the specified years of service. Payment shall be made on a prorated basis on each regular pay day. The following annual longevity pay rate schedule shall apply:

Officer	5 years	\$ 350.00 (Beginning 6 th Year)
	10 years	\$645.50 650.00 (Beginning 11 th Year)
	15 years	\$870.00 1,000.00 (Beginning 16 th Year)
	20 years	\$1,096.00 1,350.00 (Beginning 21 st Year)
	25 years	\$1,270.00 1,750.00 (Beginning 26 th Year)

Sergeant and Lieutenant	5 years	\$ 375.00 (Beginning 6 th Year)
	10 years	\$ 650.00 (Beginning 11 th Year)
	15 years	\$1,250.00 (Beginning 16 th Year)
	20 years	\$1,700.00 (Beginning 21 st Year)
	25 years	\$2,400.00 (Beginning 26 th Year)

H. SHIFT DIFFERENTIAL

All employees who are regularly assigned to a shift whose majority of hours occur between 18~~00~~00 hours and 0600 hours shall be paid an additional ~~forty-five cents (\$0.45)~~ **two dollars (\$2.00)** per hour. The shift differential shall be included as an addition to the employee's hourly rate.

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:

THE CITY OF GRAND ISLAND

Date

By _____
Roger G. Steele, Mayor

FOP GRAND ISLAND LODGE NO. 24

Date

By _____
Dale Hilderbrand, President

RESOLUTION 2022-204

WHEREAS, pursuant to Neb. Rev. Stat., §16-201, the City Of Grand Island (City) has the authority to make all contracts and do all other acts in relation to the property and concerns of the City necessary to the exercise of its corporate powers; and

WHEREAS, an employee bargaining unit at the City of Grand Island is represented by the Fraternal Order of Police (FOP), Grand Island Lodge No. 24; and

WHEREAS, representatives of the City and the FOP met to negotiate a memorandum of understanding; 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 Memorandum of Understanding by and between the City of Grand Island and the Fraternal Order of Police, Grand Island Lodge No. 24 for the period of August 14, 2022 through October 1, 2022.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, on July 26, 2022.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
July 22, 2022	☐ City Attorney



City of Grand Island

Tuesday, July 26, 2022

Council Session

Item I-10

#2022-205 - Consideration of Scheduling City Council Study Sessions for 2022

Staff Contact: Councilmember Chuck Haase

Council Agenda Memo

From: Stacy R. Nonhof, Interim City Attorney

Meeting: July 26, 2022

Subject: Scheduling Study Sessions for Remainder of 2022

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

Background

Currently, the scheduling of a Study Session is done via a Resolution when a need or request arises. Study Sessions are scheduled on an as-need basis.

Discussion

Prior to September 27, 2005, Study Sessions were held every first and third Tuesday of the month. This was done pursuant to City Code. By Ordinance 9009, Study Sessions were removed from the mandatory first and third Tuesday. A request has been made to schedule Study Sessions for the remainder of the 2022 calendar year. It bears further discussion if City Code should be changed again to add the first and third Tuesday back into the mandatory schedule.

This Resolution will schedule a Study Session for 7:00 p.m. on August 2, August 16, September 6, September 20, October 4, November 1, November 15, December 13 and December 27, 2022. The agenda for those meetings will be determined as topics arise.

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 no position.

Sample Motion

Move to approve Resolution 2022-205 scheduling Study Sessions for 7:00 p.m. on August 2, August 16, September 6, September 20, October 4, November 1, November 15, December 13 and December 27, 2022.

RESOLUTION 2022-205

WHEREAS, the City of Grand Island previously had Study Sessions scheduled for the first and third Tuesday of every month; and

WHEREAS, pursuant to Ordinance 9009, adopted on September 27, 2005, the City disposed of the regularly scheduled Study Sessions; and

WHEREAS, a request has been made to bring back the regularly scheduled first and third Tuesday Study Sessions at 7:00 p.m.; and

WHEREAS, for the remainder of 2022, Study Sessions will be scheduled for August 2, August 16, September 6, September 20, October 4, November 1, November 15, December 13 and December 27.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that Study Sessions will be scheduled for 7:00 p.m. on August 2, August 16, September 6, September 20, October 4, November 1, November 15, December 13 and December 27, 2022.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, July 26, 2022.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	▣ _____
July 22, 2022	▣ City Attorney



City of Grand Island

Tuesday, July 26, 2022

Council Session

Item I-11

#2022-206 - Consideration of Approving Southwest Power Pool Market Participant Service Agreement

Staff Contact: Tim Luchsinger

Council Agenda Memo

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

Meeting: July 26, 2022

Subject: Southwest Power Pool Market Participant Service Agreement

Presenter(s): Timothy Luchsinger, Utilities Director

Background

The Grand Island Electric Department participates in the Southwest Power Pool (SPP). This regional market is the current method that Nebraska utilities buy and sell power, and allows Grand Island to sell excess generation and purchase lower cost power when available.

Discussion

The City of Grand Island has completed several forms and the necessary credit information in order to become a Market Participant in the SPP IM. The attached agreement is needed to establish correct contact information and terms and conditions as the City transitions to a new Market Participant Representative.

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 the SPP Market Participant Service Agreement be approved and signed to allow for the City's new representation in the Integrated Market.

Sample Motion

Move to approve the SPP Market Participant Service Agreement to allow for the City's new representation in the Integrated Marketplace.

ATTACHMENT AH

MARKET PARTICIPANT SERVICE AGREEMENT BETWEEN SOUTHWEST POWER POOL, INC. AND THE CITY OF GRAND ISLAND

FORM OF SERVICE AGREEMENT FOR MARKET PARTICIPANTS IN THE INTEGRATED MARKETPLACE

1. This Service Agreement dated as of December 1st, 2022 is entered into by and between Southwest Power Pool, Inc. (Transmission Provider) and The City of Grand Island (Customer).
2. The Customer has submitted an application for participation in the Integrated Marketplace and desires to register as a Market Participant in accordance with the market application and asset registration procedures specified in the Market Protocols and has provided the information specified in Appendix 1 to this Service Agreement.
3. The Customer represents and warrants that it has met all applicable requirements set forth in the Transmission Provider's Tariff and has complied with all applicable procedures under the Tariff.
4. The Transmission Provider agrees to provide and the Customer agrees to take and pay for, or to supply to the Transmission Provider, any or all of the products defined in the Integrated Marketplace in accordance with the provisions of the Transmission Provider's Tariff and to satisfy all obligations under the terms and conditions of the Transmission Provider's Tariff, as may be amended from time-to-time, filed with the Commission.
5. The Transmission Provider and the Customer agree that this Service Agreement shall be subject to, and shall incorporate by reference, all of the terms and conditions of the Transmission Provider's Tariff.
6. It is understood that, in accordance with the Transmission Provider's Tariff, the Transmission Provider may amend the terms and conditions of this Service Agreement by notifying the Customer in writing and making the appropriate filing with the Commission.
7. The Customer represents and warrants that:
 - (a) At any time it has registered one or more Resources that the Customer intends to offer for sale into the Energy and Operating Reserve Markets in accordance with

procedures specified in the Market Protocols, the participation of its Resource(s) in the Energy and Operating Reserve Markets is not precluded under the laws or regulations of the relevant electric retail regulatory authority, including state-approved retail tariff(s), and it either (a) has on file with the Commission for each of such Resources market-based rate authority and/or other Commission-approved basis for setting prices in the Energy and Operating Reserve Markets, or (b) is exempt from the requirement to have rates for services on file with the Commission;

- (b) This Service Agreement, or any Transaction entered into pursuant to the Service Agreement, as applicable, has been duly authorized;
 - (c) This Service Agreement is the legal, valid, and binding obligation of the Customer enforceable in accordance with its terms, except as it may be rendered unenforceable by reason of bankruptcy or other similar laws affecting creditors' rights, or general principles of equity.
8. The Customer warrants and covenants that, during the term of the Service Agreement, the Customer shall be in compliance with all federal, state, and local laws, rules, and regulations related to the Customer's performance under the agreement.
9. Service under this Service Agreement shall commence on the later of the date of execution of the Service Agreement, or such other date as it is permitted to become effective by the Commission. Service under this Service Agreement shall terminate in accordance with Section 12 below.
10. Any notice or request made to or by either Party regarding this Service Agreement shall be made to the representative of the other Party as indicated below:

Transmission Provider: Southwest Power Pool, Inc.
Tessie Kentner
201 Worthen Drive
Little Rock, AR 72223-4936
501-688-1782 Phone
tkentner@spp.org

Customer: **The City of Grand Island**

Contact Name: **Ryan Schmitz**
Address: **315 N. Jefferson**
City, State Zip: **Grand Island, NE 68802**
Phone Number: **308.385.5463 Ext. 2132**
Email: **rschmitz@giud.com**

11. Cancellation Rights:

If the Commission or any regulatory agency having authority over this Service Agreement determines that any part of this Service Agreement must be changed, the Transmission Provider shall offer to the Customer within fifteen (15) days of such determination an amended Service Agreement reflecting such changes. In the event that the Customer does not execute such an amendment within thirty (30) days, or longer if the Parties mutually agree to an extension, after the Commission's action, this Service Agreement and the amended Service Agreement shall be void.

12. Termination:

- (a) The Customer may terminate service under this Service Agreement no earlier than ninety (90) days after providing the Transmission Provider with written notice of the Customer's intention to terminate. The Customer's provision of notice to terminate service under this Service Agreement shall not relieve the Customer of its obligation to pay any rates, charges, or fees due under this Service Agreement, and which are owed as of the date of termination.
- (b) The Transmission Provider may terminate service under this Service Agreement if the Customer is in default, such default condition as defined under Section 8.1 of the SPP Credit Policy, in accordance with the procedures specified under Section 7.4 of the Transmission Provider's Tariff or Section 10.5 of Attachment AE to the Transmission Provider's Tariff, as applicable.

13. The Customer hereby appoints the Transmission Provider as its agent for the limited purpose of effectively transacting on the Customer's behalf in accordance with the terms and conditions of the Transmission Provider's Tariff. The Customer agrees to pay all amounts due and chargeable to the Customer and the Transmission Provider agrees to pay

all amounts creditable to the Customer in accordance with the terms of the Transmission Provider's Tariff.

IN WITNESS WHEREOF, the Parties have caused this Service Agreement to be executed by their respective authorized officials.

Transmission Provider:

By: _____

Printed Name: _____

Title: _____

Dated: _____

Customer:

By: _____

Printed Name: _____

Title: _____

Dated: _____

Stacy R. Winkler
Interim City Attorney

Appendix 1 to Attachment AH

MARKET PARTICIPANT INFORMATION:

Requested Change Type ¹ (Add, Modify, Terminate)	Market Participant Name ²	Market Participant Acronym ³ (4 characters)	Registered in EIR? ⁴ (yes/no)	Credit Customer Name ⁵
Add	The City of Grand Island	GRIS	Yes	The City of Grand Island

ASSET OWNER AND TC INFORMATION:

Requested Change Type ¹ (Add, Modify, Terminate)	Asset Owner Name ⁶	Asset Owner Acronym ⁷ (4 characters)	Registered in EIR? ⁸ (yes/no)	Resource Owner ⁹ (yes/no)	Load Serving Entity ¹⁰ (yes/no)
Add	The City of Grand Island	GRIS	Yes	Yes	Yes

TRANSMISSION CUSTOMER TO ASSET OWNER RELATIONSHIPS:

Requested Change Type ¹ (Add, Modify, Terminate)	Transmission Customer (TC) Acronym ¹¹ (4 characters)	Asset Owner Acronym ⁷ (4 characters)

METER AGENT INFORMATION:

Requested Change Type ¹ (Add, Modify, Terminate)	Meter Agent Name ¹²	Meter Agent Acronym ¹³ (4 characters)	Registered in EIR? ¹⁴ (yes/no)
Add	Nextera Energy Marketing, LLC	FPLP	Yes

CONTACT INFORMATION:

Contact Last Name	Contact First Name	Contact Type ¹⁵ (A,B,C)	Phone Number (nnn) nnn-nnnn	Email Address
Linder	Eric	A	561-304-6164	eric.linder@nee.com
Loder	Scott	A	561-304-6035	Scott.loder@nee.com
Buldoc	Nic	B	561-427-8157	

PROPOSED EFFECTIVE DATE¹⁶: 12/1/2022

- 1 **Requested Change Type** – Indication of the type of change for each record. For adding an entity or relationship this will be Add. To terminate an entity or relationship from the Integrated Marketplace, enter Terminate. For requesting a modification or name change of an entity, enter Modify. When requesting a name change to an entity, enter the existing name followed by a forward slash “/” and then the new name.
- 2 **Market Participant Name** - Full name of the Market Participant.
- 3 **Market Participant Acronym** - The NAESB Electric Industry Registry (“EIR”) acronym that will be used for the Market Participant. If the entity is not registered in the EIR, the acronym should conform to the EIR format of no more than four (4) alpha numeric characters. Any acronym for an entity that is not registered in EIR must also be unique from any abbreviation that is registered in EIR by another party.
- 4 **Registered in EIR** – Enter “yes” if the entity is registered at EIR.
- 5 **Credit Customer Name** - The name of the entity that will be providing secured and unsecured credit for the Market Participant's activities in the Integrated Marketplace in accordance with Attachment X of this Tariff.
- 6 **Asset Owner Name** - The name of the Asset Owner that is represented by the Market Participant. 7 **Asset Owner Acronym** - The Asset Owner acronym abbreviation that will be used for this Asset Owner will be the same as the acronym in the EIR if the entity is registered in the EIR. If the entity is not registered in the EIR, the abbreviated name should conform to the EIR format of no more than four (4) alpha numeric characters. Any abbreviation for an entity not registered in the EIR must also be unique from any abbreviation that is registered in the EIR by another party.
- 8 **Registered in EIR?** - This field is used to identify if the entity is registered at EIR. For Asset Owners not registered at EIR, the Transmission Provider will validate the acronym used is not registered at EIR by another party currently. To ensure uniqueness against EIR

in the future, the Transmission Provider will also append “_X” to the Asset Owner Acronym supplied for those that are not registered.

- 9 **Resource Owner** - This is a Yes or No answer indicating whether or not the Asset Owner is a Resource owner and will be registering Resources to participate in the Energy and Operating Reserves Market.
- 10 **Load Serving Entity** - This is a Yes or No answer indicating whether or not the Asset Owner is a Load Serving Entity and will be registering Load Assets to be supplied in the Energy and Operating Reserves Market.
- 11 **Transmission Customer (TC) Acronym** – The acronym of the Transmission Customer that is associated with the given Asset Owner, if applicable. This includes Transmission Customers that may have the same Registered Acronym as the Asset Owner.
- 12 **Meter Agent Name** - Any Market Participant with load and/or Resources will either be a Meter Agent or have a relationship with at least one Meter Agent (MA). Identify the Meter Agent(s) registered with the Transmission Provider that will be responsible for the acquisition of end-use meter data, aggregation of meter data, application of data to Settlement Intervals, and transfer of meter data to the Transmission Provider on behalf of this Market Participant. This entity can be a traditional utility entity or other competitive entity. Show the Meter Agent as the Entity’s name as it is registered on the Meter Agent Agreement form in Attachment AM of the SPP Tariff.
- 13 **Meter Agent Acronym** - The applicable abbreviation that will be used for this Meter Agent which agrees with EIR if the Entity is registered in the EIR. If the entity is not registered in the EIR, the abbreviated name should conform to the EIR format of no more than four (4) alpha numeric characters. Any abbreviation for an entity not registered in EIR must be unique from any abbreviation that is registered in TSIN by another party.

- 14 **Registered in EIR** - This field is used to identify if the entity is registered at EIR. For Meter Agents not registered at EIR, the Transmission Provider will validate the acronym used is not registered at EIR by another party currently. To ensure uniqueness against EIR in the future, the Transmission Provider will also append “_X” to the MA Acronym supplied for those that are not registered.
- 15 **Contact Type** - Specific points of contact for each Market Participant for questions regarding the Network and Commercial Models as well as a Primary Market Operations contact for the Market Participant.
- Type A** - Primary Market Operations and Commercial Model Point of Contact - required
- Type B** - EMS and ICCP contacts - required for MPs with physical assets.
- Type C** - Secondary Market Operations Contacts - optional.
- 16 **Proposed Effective Date:** The date on which the Market Participant would like these changes to be effective in the Transmission Provider’s models and systems.

RESOLUTION 2022-206

WHEREAS, SPP is a regional transmission operator that allows participants to buy and sell power directly into the market; and

WHEREAS, the City of Grand Island has completed several forms and necessary credit information in order to become a Market Participant in the SPP IM; and

WHEREAS, an agreement is needed to establish correct contact information and terms and conditions as the City of Grand Island transitions to a new Market Participant Representative.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the SPP Market Participant Services Agreement be approved and signed to facilitate continued participation in the Integrated Market.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, July 26, 2022.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
July 22, 2022	☐ City Attorney



City of Grand Island

Tuesday, July 26, 2022

Council Session

Item I-12

#2022-207 - Consideration of Approving Southwest Power Pool Metering Agent Service Agreement

Staff Contact: Tim Luchsinger

Council Agenda Memo

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

Meeting: July 26, 2022

Subject: Southwest Power Pool Metering Agent Service Agreement

Presenter(s): Timothy Luchsinger, Utilities Director

Background

The Grand Island Electric Department participates in the Southwest Power Pool (SPP). This regional market is the current method that Nebraska utilities buy and sell power, and allows Grand Island to sell excess generation and purchase lower cost power when available.

Discussion

The City of Grand Island has completed several forms and the necessary credit information in order to become a Market Participant in the SPP IM. The attached agreement is needed to establish correct contact information and terms and conditions as the City transitions to a new Market Participant Representative.

Alternatives

It appears that the Council that 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 the SPP Metering Agent Services Agreement be approved and signed to allow for the City's new representation in the Integrated Market.

Sample Motion

Move to approve the Metering Agent Services Agreement to allow for the City's new representation in the Integrated Marketplace.

ATTACHMENT AM

METER AGENT SERVICES AGREEMENT

FOR

SPP MARKET

BETWEEN

The City of Grand Island

AS MARKET PARTICIPANT

AND

Nextera Energy Marketing, LLC
AS METER AGENT

December 1st, 2022

This Agreement made and entered this 1st day of August, 2022, is between The City of Grand Island ("Market Participant") and Nextera Energy Marketing, LLC ("Meter Agent"). Market Participant and Meter Agent are each sometimes referred to in the Agreement as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, Market Participant and Meter Agent are registered entities of the Integrated Marketplace.

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements hereinafter set forth, the parties hereto mutually agree as follows:

ARTICLE I

Responsibilities of the Parties

1.1 Market Participant Responsibilities:

1. **Governing Documents:** In addition to this Agreement, Market Participant agrees that it will comply with the provisions of the SPP Open Access Transmission Tariff ("OATT") and Market Protocols as they may be amended from time to time which relate to implementation of this Agreement. In the event there is a conflict between this agreement and the SPP OATT, the OATT shall govern.
2. **Data Communications:** Market Participant shall provide or arrange for communication of meter data in a mutually acceptable format to the Meter Agent.
3. **Meter Data Submittal Location:** Market Participant shall provide in Exhibit A the meter(s) and calculations used to calculate the Meter Data Submittal Location value.
4. **Notice of Meter Changes:** Market Participant shall inform the Meter Agent of any additions, deletions, and modifications of metering that will impact the market data.
 - a. Market Participant shall provide full details of the meter information to the Meter Agent a minimum of sixty (60) days prior to the implementation of the change, except when the meter equipment is changed or replaced due to equipment failure in which case notice of change will be provided as soon as possible. This information to be provided shall include the following:
 1. Information relating to retrieval of the meter data from the data source. This includes the method of doing so, communications, and full description of the meter.
 2. Information relating to the data and the processing of such data that will be applied for the new or modified Meter Data Submittal Location and the impact to other existing Meter Data Submittal Location or tie-line flow between Settlement Areas.
 3. Completing the SPP Market registration required, which includes real-time data exchange and modeling coordination with SPP.
 4. Updating of Exhibit A.
 - b. In addition, Market Participant shall be responsible for developing and testing a complete system for submission of data under this Agreement.
 - c. Market Participant shall notify Meter Agent of any significant metering issues related to the data provided to the Meter Agent within twenty four (24) hours after the issue is identified. This includes change out of a meter, meter failures, real-time data failures, etc.

5. **Meter Data Submittal Location Notification:** Market Participant shall notify any other Market Participant affected by the change in the Meter Data Submittal Location at least seven (7) days prior to the change.
6. **Data Exchange and Data Quality:** Market Participant shall provide meter data for each Meter identified in Exhibit A to the Meter Agent in a timely manner.
 - a. Data shall be provided to the Meter Agent at least one (1) full business day prior to SPP's deadline for submission of meter data, as specified in Appendix D of the Market Protocols.
 - b. Upon notification to or upon discovery by the Market Participant that the data exchange has failed or data quality is questionable, the Market Participant will resolve the issue at its source.
 - c. In the absence of actual values for data required for settlement, it is the Market Participant's responsibility to provide estimated values for such data to the Meter Agent; however, if the Market Participant fails to provide the actual or estimated meter data in a timely manner, the Meter Agent will estimate the data for submission to SPP by the appropriate deadline. The Meter Agent will be held harmless as set forth in section 3.2.
7. **Submission Failures:** If the Meter Agent fails to submit the meter data, including Settlement Area tie-line meter data by the Final Settlement Statement data cutoff, the Market Participant is responsible for initiating and pursuing the SPP OATT Dispute process. The Meter Agent must provide to SPP any data it has available to help resolve the dispute.

1.2 **Meter Agent Responsibilities:**

1. **Governing Documents:** In addition to complying with this Agreement, Meter Agent shall provide services on behalf of the Market Participant in accordance with SPP's OATT and Market Protocols as they may be amended from time to time related to implementation of this Agreement. In the event there is a conflict between this agreement and the SPP OATT, the OATT shall govern.
2. **Meter Agent Registration:** Meter Agent shall be a registered Meter Agent with the Integrated Marketplace.
3. **Meter Data Submittal Location Development:** Meter Agent shall provide all settlement data required for the Meter Data Submittal Locations designated by the Market Participant in Exhibit A.
4. **Data Communications:** Meter Agent and the Market Participant shall mutually agree upon a format and method of exchange of settlement data required to be provided by the Market Participant.

5. Meter Data Submittal Location Values

Meter Agent shall determine the Meter Value for each of the Meter Data Submittal Location identified in Exhibit A by applying all parameters as identified therein.

6. Data Issue Notifications:

- a. Meter Agent will notify the Market Participant, as soon as practicable, of any data exchange issues with the meter data source.
- b. Upon failure to receive meter data from the Market Participant by the data submission deadline, the Meter Agent will notify the Market Participant as soon as practicable and, if necessary, the Meter Agent will estimate the data pursuant to 1.1 6. c. of this agreement.

7. Data Submission: Meter Agent shall submit Meter Data Submittal Location Meter Values to the Transmission Provider by the deadlines outlined in Section 4.5.13 of the Market Protocols.

ARTICLE II

Term and Termination

- 2.1 **Initial Term:** This Agreement shall become effective on December 1st, 2022 and shall continue until December 1st, 2023.
- 2.2 **Extended Term:** This Agreement shall continue on a year to year basis at the conclusion of its Initial Term, unless terminated as specified in the Agreement.
- 2.3 **Termination:** This Agreement may be terminated at any time by mutual agreement of the Market Participant and Meter Agent. Either the Market Participant or the Meter Agent may terminate the Agreement after the Initial Term, upon giving sixty (60) calendar days written notice to the other Party.

ARTICLE III

Miscellaneous

- 3.1 **Force Majeure:** An event of Force Majeure means any act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment, any Curtailment, order, regulation or restriction imposed by governmental military or lawfully established civilian authorities, or any other cause beyond a Party's control. A Party will not be considered in default as to any obligation under this Agreement to the extent such Party is prevented or delayed from fulfilling such obligation due to the effect of Force Majeure. A Party whose performance under this Agreement is prevented or delayed by Force Majeure shall make all reasonable efforts to perform its obligations under this Agreement, and shall take all reasonable steps to eliminate the cause; however, neither Party shall be required to settle or resolve labor disturbances or strikes, or to accept or agree to governmental or regulatory orders or conditions without objection or contest except on any basis agreeable to such Party in its sole discretion. The affected Party, as soon as reasonably possible, shall give notice of Force Majeure.
- 3.2 **Indemnification:** Each Party hereto shall indemnify and hold harmless the other Party (in such case, the "Indemnified Party"), its officers, directors, agents and employees from and against any and all claims for death or injury to persons or destruction of or damage to property, demands, suits, recoveries, costs and expenses, court costs, attorneys fees, and all other obligations by or to third parties (collectively "liabilities"), arising out of or resulting directly or indirectly from the Indemnified Party's performance of its obligations under this Agreement on behalf of the Indemnifying Party, except to the extent any such liability arises, directly or indirectly, from the Indemnified Party's gross negligence or intentional wrongdoing. For example, the provisions of this section 3.2 could apply in circumstances where equipment malfunction (or other inadvertent error not involving gross negligence or intentional wrongdoing) causes imbalance information to be inaccurately reported, resulting in billing errors.
- 3.3 **Successors and Assignment:** This Agreement shall be binding upon the Parties and their respective successors and assigns. This Agreement shall not be assignable by either Party except with the prior written consent of the other Party which shall not be unreasonably withheld.
- 3.4 **Good Utility Practices:** The Parties shall conduct their affairs under this Agreement in accordance with Good Utility Practices. Good Utility Practices shall mean any of the practices, methods, and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time period, or any of the practices, methods and acts which, in exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, safety, and expedition. Good Utility Practices is not intended to be limited to the optimum practice, method or act to the

exclusion of all others, but rather to be acceptable practices, methods or acts, generally accepted by the region.

- 3.5 **No third party beneficiaries.** There shall be no third party beneficiaries to this Agreement.
- 3.6 **Amendment:** The Parties may by mutual agreement amend this Agreement by a written instrument duly executed by each of the Parties. Such amendment shall become effective and a part of this Agreement upon satisfaction of all Applicable Laws and Regulations.
- 3.7 **Modification by the Parties:** The Parties may by mutual agreement amend Exhibit A of this Agreement by a written instrument duly executed by the Parties. Such amendment shall become effective and a part of this Agreement upon satisfaction of all Applicable Laws and Regulations.
- 3.8 **Notification to SPP:** The initial Agreement and any amendments thereto shall be provided to SPP upon execution.

ARTICLE IV

Notices

- 4.1 **Agreement Notices:** Any notice, demand or request required or authorized by this Agreement shall be deemed properly made, given to, or served on the party to whom it is directed when sent by written notification addressed as follows:

Market Participant:

Name: ENTER CONTACT NAME
Title: ENTER CONTACT TITLE
Company: The City of Grand Island
Address: 100 E 1st St
City, State, Zip: Grand Island, NE 68801
Email: ENTER EMAIL ADDRESS

Meter Agent:

Name: Eric Linder
Title: Physical Trading Manager
Company: Nextera Energy Marketing, LLC
Address: 700 Universe Blvd
City, State, Zip: Juno Beach, FL 33408
Email: eric.linder@nee.com

Notice of change in the above addresses shall be given in the manner specified above.

ARTICLE V

Complete Agreement

- 5.1 **Complete Agreement:** This Agreement represents the Parties' final and mutual understanding concerning its subject matter. It replaces and supersedes any prior agreements or understandings, whether written or oral. No representations, inducements, promises, or agreements, oral or otherwise, have been relied upon or made by either Party, or anyone on behalf of a Party, that are not fully expressed in this Agreement. IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed and attested by their duly authorized officers as of the day and year first above stated.

Market Participant:

The City of Grand Island

By: _____

Printed Name: _____

Title: _____

Date: _____

Stacy R. Conboy
Interim City Attorney

Meter Agent:

Nextera Energy Marketing, LLC

By: *ERIC LINDER*

Printed Name: ERIC LINDER

Title: Physical Trading Manager

Date: July 22nd, 2022

Exhibit A

Market Participant Meter Data Submittal Location Definitions

Resource Meter Locations:

#	Meter Data Submittal Location Name	Meter	Physical Location	Voltage Level	Losses	Operand
	NPPD GRIS LD					

Gross Generation output is negative, auxiliary use is positive. MWh received by the Transmission System is negative.

Load Meter Data Submittal Locations: (Name of Location)

#	Meter Data Submittal Location Name	Meter	Physical Location	Voltage Level	Distrib. Losses	*	Operand
	TBD						

** Engineered Adjustment with Assumption -- reference SPP Protocols Appendix C and D

Residual Load Meter Data Submittal Locations:

#	Meter Data Submittal Location Name	Meter	Operand

Assumes sign of other Meter Data Submittal Location data used is in polarity required for submission to SPP Market.

Tie-Line Meter data between Settlement Areas:

#	Tie-Line Meter Name	Meter	Operand

RESOLUTION 2022-207

WHEREAS, SPP is a regional transmission operator that allows participants to buy and sell power directly into the market; and

WHEREAS, the City of Grand Island has completed several forms and necessary credit information in order to become a Market Participant in the SPP IM; and

WHEREAS, an agreement is needed to establish correct contact information and terms and conditions as the City of Grand Island transitions to a new Market Participant Representative.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the SPP Meter Services Agreement be approved and signed to facilitate continued participation in the Integrated Market.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, July 26, 2022.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
July 22, 2022	☐ City Attorney



City of Grand Island

Tuesday, July 26, 2022

Council Session

Item J-1

Approving Payment of Claims for the Period of July 13, 2022 through July 26, 2022

*The Claims for the period of July 13, 2022 through July 26, 2022 for a total amount of \$5,504,067.54 A
MOTION is in order.*

Staff Contact: Patrick Brown